

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2180  
www.bcgov.net

STEWART H. RODMAN  
CHAIRMAN

D. PAUL SOMMERVILLE  
VICE CHAIRMAN

COUNCIL MEMBERS

MICHAEL E. COVERT  
GERALD DAWSON  
BRIAN E. FLEWELLING  
YORK GLOVER, SR.  
CHRIS HERVOCHON  
ALICE G. HOWARD  
MARK LAWSON  
LAWRENCE P. MCELYNN  
JOSEPH F. PASSIMENT, JR.

JOHN L. WEAVER  
INTERIM COUNTY ADMINISTRATOR

CONNIE L. SCHROYER  
CLERK TO COUNCIL

AGENDA  
NATURAL RESOURCES COMMITTEE

Monday, February 18, 2019  
2:00 p.m.

Executive Conference Room, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

Committee Members:

Alice Howard, Chairman  
Gerald Dawson, Vice Chairman  
Michael Covert  
York Glover  
Chris Hervochon

Staff Support:

Eric Greenway, Community Development Director  
Ebony Sanders, Interim Assessor  
Eric Larson, Division Director Environmental Engineering  
Dan Morgan, Mapping & Applications Director

1. CALL TO ORDER – 2:00 p.m.
2. PLEDGE OF ALLEGIANCE
3. INTRODUCTIONS
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
  - A. January 18, 2019, Development Agreement Subcommittee (backup)
  - B. January 22, 2019, Regular Meeting (backup)
  - C. February 4, 2019, Development Agreement Subcommittee (backup)
6. CITIZEN COMMENTS (*Comments regarding agenda items only*)
7. UPDATES – *Eric Greenway, Director Community Development*
  - A. Previous Planning Commission Meeting
  - B. Previous Southern Lowcountry Regional Planning Board (SOLOCO) Meeting
8. PRESENTATIONS
  - A. GIS Application of the Slider APP – *Dan Morgan, Director Mapping and Applications* (backup)
  - B. Rural and Critical Lands Preservation Board 2018 Report – *Eric Greenway* (backup)
9. SHORT-TERM RENTAL TASK FORCE / APPOINTMENT OF SEVEN MEMBER COMMITTEE  
*Eric Greenway* (backup)



10. CONSIDERATION OF CONTRACT AWARD – *Eric Larson, Manager Stormwater Utility*
  - A. Andrews Engineering / Engineering consulting services to design the Evergreen Regional Pond 310 Grant Project / \$89,285.55 ([backup](#))
11. ALLJOY STORMWATER MANAGEMENT PROJECT – *Eric Larson* ([backup](#))
12. NORTHERN BEAUFORT COUNTY MAP AMENDMENT (ZONING CHANGE OF KATY CIRCLE, LADY’S ISLAND) - *Melissa Peagler, Long Range Planner* ([backup](#))
13. PURCHASE ORDER AMENDMENT FOR NEW RIVERSIDE PARK CONCEPTUAL MASTER PLAN PROJECT – *Stefanie Nagid, Passive Parks Manager* ([backup](#))
14. MITCHELVILLE FREEDOM PARK SURVEY FUNDING REQUEST – *Stefanie Nagid* ([backup](#))
15. PASSIVE PARK BOND FUNDING RESOLUTION – *Stefanie Nagid* ([backup](#))
16. LEASE AGREEMENT / DAUFUSKIE MARSH TACKY SOCIETY FOR THE LEASE OF DUNCAN FARMS – *Stefanie Nagid; Dave Thomas, Purchasing Director* ([backup](#))
17. LAND ACQUISITION PROPOSAL / CONFEDERATE AVENUE, BLUFFTON (AKA BAILEY MEMORIAL PARK) - *Eric Greenway* ([backup](#))
18. CONSIDERATION OF PROPERTY DONATION NEAR HAMPTON LAKES IN BLUFFTON – *Tom Keaveny, County Attorney; Stefanie Nagid; Phil Foot, Public Safety Director* ([backup](#))
19. CAMP ST. MARY’S PROPERTY DETERMINATION – *Stefanie Nagid; J. Wes Campbell, Construction Manager* ([backup](#))
20. CONSIDERATION OF APPOINTMENTS AND REAPPOINTMENTS
  - A. Historic Preservation Review Board / (1) vacancy ([backup](#))
  - B. Rural and Critical Lands Preservation Board / (2) vacancies ([backup](#))
  - C. Southern Beaufort County Corridor Beautification Board / (1) vacancy ([backup](#))
21. EXECUTIVE SESSION
  - A. Legal briefing on a contractual matter relating to potential litigation – *John Weaver, Interim County Administrator*
22. ADJOURNMENT



**MINUTES  
NATURAL RESOURCES  
DEVELOPMENT AGREEMENT SUBCOMMITTEE**

**January 18, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

**Attendance**

Present: Subcommittee members Brian Flewelling, Joseph Passiment and Stu Rodman.  
Ex-officio: Alice Howard and Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)  
Staff: Eric Greenway, Director, Community Development Department; Chris Inglese, Assistant County Attorney; Tom Keaveny, County Attorney; Eric Larson, Division-Director, Engineering and Land Management; Rob Merchant, Assistant Director, Community Development Division; Brittney Ward, Paralegal; and John Weaver, Interim County Administrator.  
Others: Mary Lohr, Attorney

**Call to Order**

Brian Flewelling called the meeting to order at 3:30 p.m.

**Approval of Agenda**

There was no motion to approve the agenda.

**Citizen Comments**

There were no comments.

**Executive Session**

It was moved by Mr. Rodman, seconded by Mr. Sommerville, that subcommittee go immediately into executive session to discuss contractual negotiations regarding an amendment to the Malind Bluff / Osprey Point Development Agreement. The vote: YEAS – Mr. Flewelling, Mrs. Howard, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

**Matters Arising Out of Executive Session**

There were no matters arising out of executive session.

**Adjournment**

Subcommittee adjourned at 4:45 p.m.

DRAFT

# **MINUTES NATURAL RESOURCES COMMITTEE**

**January 22, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

## **Attendance**

- Present: Committee Chairman Alice Howard, Committee Vice Chairman Gerald Dawson, and members Michael Covert, York Glover and Chris Hervochon
- Ex-officio: Brian Flewelling, Joseph Passiment and Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)
- Staff: Audra Antonacci-Ogden, Codes Enforcement; Amanda Flake, Natural Resources Planner; Eric Greenway, Community Development Director; Eric Larson, Manager Stormwater Utility; Rob Merchant, Community Development Deputy Director; Dan Morgan, Mapping and Applications Director, Stefanie Nagid, Passive Parks Manager; Melissa Peagler, Long Range Planner; John Weaver, Interim County Administrator

## **Call to Order**

Alice Howard called the meeting to order at 2:00 p.m.

## **Approval of Agenda**

- Delete: Item 6, Northern Beaufort County Map Amendment (Zoning Change of Katy Circle)
- Delete: Item 11, Presentation / GIS Application of the Slider App
- Add: Survey of the Mitchelville Preservation Project
- Add: Procedure Changes to Driveway aprons and Culvert Installation (for information only)

It was moved by Mr. Covert, seconded by Mr. Glover to approve the agenda as amended. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Glover, Mr. Flewelling and Mr. Hervochon. Mrs. Howard and Mr. Sommerville did not vote. The motion passed.

## **Citizen Comments**

Frank Gibson, Friends of Crystal Lake had several questions.

Q: What is the status of the boardwalk at Crystal Lake?

A: The contract was finalized and will be put out for bid this week.

Q: What is the status to rebuild the boat ramp at the Naval Hospital?

A: It is in the engineering process. The state and county are working on a memo of understanding to allow for the County's the lead of the project.

Q: Who will make the final decision regarding the Lady's Island Plan?

A: County Council will make the final decision.

Q: When will the community meetings be held?

A: The community meetings for the Lady's Island Plan have already taken place. Meetings for the Lady's Island Stantec Transportation Plan are forthcoming.

## **ACTION ITEMS**

### **Item: Passive Park Bond Funding Resolution**

**Discussion:** Passive Parks Manager, Stefanie Nagid introduced a resolution for Council's consideration as a formal dedication of funding toward passive park improvement projects from the Rural and Critical Lands Preservation bond funding. A project list has been created which provides a five-year park improvement with priorities set forth in the Passive Parks Public Use Work Plan as adopted by Resolution in October 2018. All Tier 1 and Tier 2 priority projects, and up to six Tier 3 projects, could be completed with this dedicated funding request.

Points to consider:

- The 2012, 2014, and 2018 bonds state that an amount "not to exceed 20%" of those respective bond totals may be used to improve existing and newly acquired lands.
- Dedication of funding will allow for more efficient planning on both the acquisition and park improvements sides of the Program.
- Dedication of funding will reduce/remove competitive conflicts between the acquisition and park improvement sides of the Program.
- A firm budget allows both sides of the Program to have a clear vision for project goals.

Mr. Glover asked about the status of the Camp St. Mary property. The property is being evaluated by engineering staff. The item will be brought to the Committee soon to discuss its disposition. At current, it is not designated as a rural and critical lands parcel.

Mr. Flewelling said that the wording in the resolution should clearly state a specific amount to emphasize the maximum that may be used of the bond referenda funds instead of "an amount not to exceed 20%."

Mr. Flewelling shared that once the infrastructure to the passive parks are in place the annual expense for maintenance is not provided in the Rural and Critical Lands Fund. Maintenance will have to be provided from the General Fund.

**Main Motion:** It was moved by Mr. Dawson, seconded by Mr. Hervochon that Committee adopt a resolution to support the Passive Parks Program to provide \$5.6 million from the 2012 and 2014 remaining Land Preservation Bond funding and \$5 million from the 2018 Land Preservation Bond funding towards the Passive Parks Program for the implementation of passive recreation on County fee-simple owned Rural and Critical Preservation lands.

**Motion to Amend by Substitution:** It was moved by Mr. Flewelling, seconded by Mr. Covert that the last paragraph in the resolution, after the words “South Carolina provides” insert the words “up to \$7M from the Land Preservation Bond Funding” instead of “provides \$14M.”

**Discussion:** Mr. Passiment reiterated that 20% from each of the three referenda (2012, 2014 and 2018) equals \$14M. Even though some funds have been expended out of 2012, the \$14M remains the amount to be spent. Therefore, the wording in the resolution should read “provides up to \$14M.”

Mr. Glover was unclear where the \$7M dollar figure came from.

Mr. Flewelling explained that if there is now \$11M unspent from previous bond referenda funds, 20% would be roughly \$2.2M. Added to the latest bond referendum of \$25M, 20% would be about \$7.2M.

Ms. Nagid shared that as of November 30, 2018, prior to the Whitehall property purchase and not including the 2018 anticipated bond collection, there was \$12,209,130 in the account. All Tier 1 and Tier 2 priority projects have already been approved by Council. It will take an estimated \$7,722,200 to complete these projects.

Mr. Dawson added that regardless of what the Rural and Critical Lands Board envision for these funds, Council took the initiative to craft this ordinance to ensure that funds would be available to make use of some of the lands already acquired. He is in support of the words “up to \$14M.”

Mr. Covert inquired whether the 2018 referendum had language indicating how the \$25M would be distributed. Ms. Nagid replied that of the \$25M; 20% not to exceed park improvements. There was no provision for onsite maintenance.

Mr. Covert inquired with John Weaver whether he could make a motion to defer the item until the next meeting. Mr. Weaver replied that if he has the motion, he would have the preference.

Mr. Flewelling, maker of the amended motion, stated that he would like to hear what Mr. Covert was offering as an amendment. He may, in turn, modify the amended motion.

**Motion to Defer:** It was moved by Mr. Covert, seconded by Mr. Glover to defer the item until the next meeting giving time for all members of Council to be brought up to speed and fully

understand the resolution. The vote: YAYS – Mr. Covert, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mr. Passiment. NAYS – Mr. Dawson. Mrs. Howard did not vote. The motion passed.

**Recommendation:** To defer the item until the next meeting giving time for all members of Council to be brought up to speed and fully understand the resolution.

**Item: Southern Beaufort County Map Amendment (zoning change of Sawmill Forest Planned Unit Development)**

**Discussion:** Long Range Planner, Melissa Peagler brought forward a proposed zoning change of a 2.4-acre parcel, R600 032 000 0005 0000, located on the west side of Trimblestone Road directly north of Sawmill Forest, from Sawmill Forest PUD to T2 Rural. This is a map correction request from the Community Development Staff. The parcel should not have been part of the PUD.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Hervochon that Committee recommend Council approve Southern Beaufort County Map Amendment (zoning change of Sawmill Forest Planned Unit Development). The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council approve Southern Beaufort County Map Amendment (zoning change of Sawmill Forest Planned Unit Development).

**Item: Southern Beaufort County Map Amendment (zoning change of Stroup Lane Area)**

**Discussion:** Community Development Deputy Director, Rob Merchant, brought forward a proposed zoning change of a 5.09-acre parcel, R600 040 000 0448 0000, located on the south side of Stroup Land Road approximately 475 feet east of burnt Church Road, from T3 Hamlet Neighborhood to T2 Rural Center.

The proposed zoning would constitute a spot zoning and therefore cannot be supported by Community Development staff. In addition, staff has concerns about vehicular access and potential impacts on the residential subdivision located north of Stroup Lane.

However, this adjoining land uses between this parcel and Burnt Church Road (e.g. Lost Hollow Business Park and Sabrina Square) are more consistent with the uses and development standards of T2 Rural Center. Therefore, staff recommends Committee to consider this rezoning request as part of an area-wide zoning amendment to T2 Rural Center to better accommodate the operation and expansion of these businesses.

Letters in favor of the zoning change have been received from all affected property owners, except an SCEG Substation.

Mr. Covert asked if the Town of Bluffton was agreeable to the zoning change. Mr. Merchant replied that input had been received by the town and is in support of the zoning change.

Mr. Flewelling wants to be sure that all property owners in the affected area are in complete agreement to the zoning change. Between now and final vote at County Council, he would like a legal analysis of the letters to make sure that the approval came from the legal owners of the properties and not the lessee.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Flewelling that Committee recommend Council approve Southern Beaufort County Map Amendment (zoning change of Stroup Lane area) ensuring that before the final vote of County Council, the agreement letters have been signed by the legal property owners. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council approve Southern Beaufort County Map Amendment (zoning change of Stroup Lane area) ensuring that before the final vote of County Council, the agreement letters have been signed by the legal property owners.

**Item: Lady's Island Plan 2018**

**Discussion:** Rob Merchant presented the Lady's Island Plan which summarizes the results of a broad-based community planning process for Lady's Island. It was developed through a collaborative effort between Beaufort County, the City of Beaufort, the Town of Port Royal, multiple community organizations, advocacy groups, and many citizens. This plan includes a summary of the forces and trends influencing the island, a vision that reflects the values of the community, guidelines for new development, recommendations for managing growth relative to infrastructure, and actions needed to make the plan a reality.

Some highlights of the Plan's recommendations include.

- Modifying the growth boundary. This would prevent future urban growth on rural margins, and limit footprint of suburban/urban density growth.
- Reducing density when sewer is not available to no more than one unity per acre or base zoning, whichever is less dense.
- Developing policies to limit fill. Minimize use of dirt fill in flood prone or low lying properties where use of fill would enable development that could not otherwise occur.
- Improving the transportation network. This include implementing the recommendations of the Lady's Island Corridor Study.
- Increase civic engagement.

The next step should be an adoption of the plan by the Beaufort County Council and Beaufort City Council. The resolution should outline a few initial steps such as:

- Changing of the growth boundary
- Appointing the Lady's Island Community Preservation Committee to oversee the implementation of plan
- Community involvement with the implementation of the referendum transportation improvements

Mrs. Howard asked if there is a schedule for implementing the plan. The plan includes a matrix of low, medium and high priority implementation steps.

Mr. Sommerville said any language regarding airports that contradicts the Master Plan (written in compliance with federal standards) will be problematic as the FAA funds 90% County airport operations. A conflict with the Master Plan would jeopardize funding.

Mr. Flewelling suggested adding "at this time" to the end of the sentence regarding the airport runway. "The airport plan recommends consideration of an extension of the runway but this Lady's Island Plan 2018 recommends that no runway extension be considered....at this time."

Mr. Weaver said that presenting the language to the FAA Southern District in Atlanta will give us the answer that we will be bound by.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Sommerville that Committee recommend Council change the language provided by Mr. Weaver, subject to FAA approval, be added to the sections which outline the airport plan. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment and Mr. Sommerville. The motion passed.

**Discussion:** Mr. Flewelling was concerned with density of septic tanks when a public sewer is not available. The plan currently stipulates a decrease in density from one sewer per half acre to one unit per acre. Mr. Flewelling suggested changing it to one unit per two acres for better protection of waterways and to ensure the integrity of defining rural properties.

Mr. Hervochon asked how the one acre was determined. As an incentive in the subdivision of large plots to either put off development or seek a potential sewer system.

Mr. Glover asked if the septic tank language would also apply to family compound districts. It would be considered at the time of implementation.

Mr. Dawson said that the plan was written as a collaborative effort with the community. His position is that the amendments discussed should be brought back to the community for a decision is made.

Mr. Passiment asked if there are areas of Lady's Island that cannot have public sewer systems. Perhaps Coosaw Island. There is very little geographic area that is not completely out of reach.



Mr. Hervochon thought changing it to two acres was arbitrary. He agreed that the plan was written as a collaborative effort with the community.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Sommerville that Committee recommend Council change the language in the plan to stipulate one unit (septic tank) per two acres of land, be added to sections which outline sewer / septic tank density. The vote: YAYS - Mr. Covert, Mr. Flewelling, Mr. Glover, Mrs. Howard, and Mr. Sommerville. NAYS – Mr. Dawson, Mr. Hervochon, Mr. Passiment. The motion passed.

**Discussion:** Mr. Glover asked if there were a way to strengthen the agreement regarding growth boundaries with an ordinance rather than a resolution. Mr. Greenway replied that an ordinance could be passed by adopting an urban break boundary as part of the zoning map but the City of Beaufort would also have to pass a similar ordinance. Mr. Glover asked Community Development to begin the discussion with the City.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Glover that Committee recommend Council adopt the Lady's Island Plan 2018 as amended. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment and Mr. Sommerville. The motion passed.

**Recommendation:** Council adopt the Lady's Island Plan 2018 with the following amendments: Change the language provided by Mr. Weaver, subject to FAA approval, be added to the sections which outline the airport plan; and change the language in the plan to stipulate one unit (septic tank) per two acres of land, be added to sections which outline sewer / septic tank density

#### **Item: Regulation of Short Term Rentals**

**Discussion:** Chris Inglese, Staff Attorney explained that a clearer, more direct language defining a short-term rental is needed in the Community Development Code. The ambiguities in the current wording make it difficult to enforce proper licensing and in turn result in lost revenue.

Mr. Covert asked if a business license is needed to run an Airbnb or rent a room. The current ordinance is not clear. Because there is a transaction, it would probably require a business license but the zoning code could be the tool to make that question clear.

Community Development recommends a Citizen's Committee be created to study the regulation of short-term rentals.

Mr. Hervochon asked what the proposed size of the committee would be, what a consultant would cost and what the benefit might be of doing both. The committee size would be 7-9 people. A consultant would cost \$50K - \$75K, but there are qualified staff in-house. Using a consultant would take longer.

Before the discussion, Mr. Flewelling recused himself from the matter and left the room.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Dawson for Community Development Department to organize a committee of citizens from all unincorporated Beaufort County to study the regulation of short-term rentals and bring the findings back to the Natural Resources Committee. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Glover, Mr. Hervochon, Mrs. Howard and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Community Development Department to organize a committee of citizens from all unincorporated Beaufort County to study the regulation of short-term rentals and bring the findings back to the Natural Resources Committee.

**Item: Land Survey of the Mitchelville Preservation Project**

**Discussion:** Eric Greenway reported that the Town of Hilton Head Island requested the County to fund a survey required of the Mitchelville Preservation Project. The cost is \$22,800 for the survey and an additional \$3,000 for a tree and topographic survey. The funds would come from the unused portion allocated for the Master Plan, which came in under bid.

Mr. Glover and others thought the survey quote was high.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Hervochon to obtain three quotes for the survey work. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment and Mr. Sommerville. The motion passed.

**Item: Consideration of Appointments and Reappointments / Design Review Board**

**Motion:** It was moved by Mr. Glover, seconded by C. Hervochon that Committee recommend Council reappoint Brad Hill as a member of the Design Review Board. The vote: YAYS: Mr. Covert, Mr. Dawson, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment. Mr. Flewelling and Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council reappoint Brad Hill to serve as a member of the Design Review Board

**Item: Consideration of Appointment and Reappointments / Historic Preservation Review Board**

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Glover that Committee recommend Council nominate Kathryn Mixon, Lady's Island resident, to serve as a member of the Historic Preservation Review Board. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment and Mr. Sommerville. The motion passed.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Covert that Committee recommend Council reappoint Sally Murphy to serve as a member of the Historic Preservation Review Board. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council reappoint Sally Murphy and nominate Kathryn Mixon to serve as members on the Historic Preservation Review Board.

**Item: Consideration of Appointment and Reappointments / Planning Commission**

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Glover that Committee recommend Council reappoint Ed Pappas and Randolph Stewart to serve as members of the Planning Commission. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council reappoint Ed Pappas and Randolph Stewart to serve as members of the Planning Commission.

**Item: Consideration of Appointment and Reappointments. Rural and Critical Lands Preservation Board**

**Motion:** It was moved by Mr. Dawson, seconded by Mr. Glover that Committee recommend Council reappoint Bob Bender, Terry Hill, Michael Mathews, Gail O’Kane, Dorothy Scanlin and Beekman Webb to serve as members of the Rural and Critical Lands Preservation Board. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council reappoint Bob Bender, Terry Hill, Michael Mathews, Gail O’Kane, Dorothy Scanlin and Beekman Webb to serve as members of the Rural and Critical Lands Preservation Board.

**Item: Consideration of Appointment and Reappointments / Stormwater Management Utility Board**

**Motion:** It was moved by Mr. Glover, seconded by Mr. Flewelling that Committee recommend Council nominate James Clark, Stormwater District 6, to serve as member of the Stormwater Management Utility Board. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council nominate James Clark, Stormwater District 6, to serve as member of the Stormwater Management Utility Board.

**Item: Consideration of Appointment and Reappointments / Zoning Board of Appeals**

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Flewelling that Committee recommend Council nominate Mark McGinnis, Southern Beaufort County, to serve as a member of the Zoning Board of Appeals. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Glover that Committee recommend Council reappoint John Chemsak to serve as a member of the Zoning Board of Appeals. The vote: YAYS - Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard and Mr. Passiment. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council nominate Mark McGinnis, Southern Beaufort County, and reappoint John Chemsak to serve as members of the Zoning Board of Appeals.

**INFORMATION ITEMS**

**Item: Update / Previous Planning Commission Meeting** – Eric Greenway

**Discussion:** The Lady's Island Plan was passed by the Planning Commission by a unanimous vote.

To clarify, there are two plans that focus on Lady's Island. 1) The Lady's Island Plan was developed to manage long-term growth. 2) The Stantec Transportation Plan was developed to govern roads and the improvement of roads as part of the Fall 2018 Referendum. The Stantec Transportation Plan will be managed by the Engineering Department. Public Input Meetings will be held once the designs are in place.

Mr. Dawson asked if the County has hired a Housing Coordinator. A coordinator has been hired and in place for about four months.

**Status:** For information only.

**Item: Update / Previous Southern Lowcountry Regional Planning Board Meeting** – Eric Greenway

**Discussion:** There was much interest and discussion centered around affordable housing. A subcommittee was appointed to study the establishment of a Housing Trust. This formalized organization would promote affordable housing and partner with developers to increase affordable housing projects.

**Status:** For information only.

**Item: Procedure Change for Driveway Aprons and Culvert Installation**

**Discussion:** The county has had a long standing, unwritten procedure to install, using county resources, a driveway culvert for an encroachment permit application fee of \$399. Staff is recommending ending this policy.

The requests for the County to perform this service are only a few each year. In 2018, we performed 10 installs in contrast to 307 residential permits for detached single family homes. The issue came up due to a problem with handling the \$399 fee, causing staff to rethink this topic. Also, the cost to provide this service far exceeds \$399. There is no record of how this policy and fee amount was determined. Staff has been unable to find any documentation as to the adoption of the policy.

**Status:** Administration has elected to end this unwritten practice and will be issuing a press release this week informing the public. Staff is completing four outstanding requests received prior to this change.

### **Adjournment**

The meeting adjourned at 4:13 p.m.

**MINUTES  
NATURAL RESOURCES  
DEVELOPMENT AGREEMENT SUBCOMMITTEE**

**February 4, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

**Attendance**

Present: Subcommittee members Brian Flewelling, Joseph Passiment and Stu Rodman.  
Ex-officio: Michael Covert, Alice Howard and Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)  
Staff: Alicia Holland, Assistant County Administrator Finance; Chris Inglese, Assistant County Attorney; Tom Keaveny, County Attorney; Eric Larson, Division-Director, Engineering and Land Management; Rob Merchant, Assistant Director, Community Development Division;  
Others: Mary Lohr, Attorney

**Call to Order**

Brian Flewelling called the meeting to order at 1:30 p.m.

**Approval of Agenda**

It was moved by Mr. Rodman, seconded by Mr. Passiment to approve the agenda. The vote: YEAS – Mr. Flewelling, Mr. Passiment and Mr. Rodman. The motion passed.

**Citizen Comments**

There were no comments.

**Executive Session**

It was moved by Mr. Passiment, seconded by Mr. Rodman, that subcommittee go immediately into executive session to discuss contractual negotiations regarding an amendment to the Malind Bluff / Osprey Point Development Agreement. The vote: YEAS – Mr. Flewelling, Mr. Passiment, and Mr. Rodman. The motion passed.

**Matters Arising Out of Executive Session**

There were no matters arising out of executive session.

**Adjournment**

Subcommittee adjourned.

DRAFT



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

GIS APPLICATION - Presentation of Slider App

#### Council Committee:

NATURAL RESOURCES COMMITTEE

#### Meeting Date:

JANUARY 22, 2019

#### Committee Presenter (Name and Title):

DAN MORGAN, IT - GIS

#### Issues for Consideration:

COMPARISON OF ZONING AREAS IN SOUTHERN BEAUFORT COUNTY - PRESENTATION OF SLIDER APP

#### Points to Consider:

#### Funding & Liability Factors:

#### Council Options:

REQUEST FROM 2018 COUNCIL PLANNING RETREAT

#### Recommendation:





---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

**Item Title:**

RURAL & CRITICAL LANDS PRESERVATION BOARD – 2018 ANNUAL REPORT

**Council Committee:**

Natural Resources

**Meeting Date: Monday, February 18, 2019****Committee Presenter (Name and Title): Eric Greenway, Comm Development Director****Issues for Consideration:**

R&C BOARD 2018 ANNUAL REPORT

**Points to Consider:**

CUMULATIVE PROGRAM STATISTICS (1998 – 2018): TOTAL PROTECTED ACREAGE, TOTAL DOLLARS SPENT ON LAND PURCHASES, LIST OF PROTECTED PROPERTIES, 2018 PROJECTS AND ACQUISITIONS

2018 BOND REFERENDUM

**Funding & Liability Factors:****Council Options:**  
APPROVE OR REJECT**Recommendation:**  
APPROVE AS PRESENTED



## ***Annual Report 2018***

To: Rural & Critical Land Preservation Program Board  
and Beaufort County Council

January 10, 2019

Presented by: Beaufort County Open Land Trust  
*Administrator, Rural & Critical Land Preservation  
Program*

Beaufort County's Rural and Critical Land Preservation Program (RCLPP) opened strong in 2018 with its January 22, 2018 presentation and publication of "The Economic Benefits of Parks, Trails and Conserved Open Spaces in Beaufort County, SC" report by the Trust for Public Land and ended the year with its fifth successful bond referendum as Beaufort County voters convincingly approved \$25 million in continued funding for this long-running and successful program.

Program goals for 2018 included acquiring continued funding for the program, protecting high priority targets as identified by the 2014 Greenprint Map and building significant conservation areas by purchasing land adjacent to or in close proximity to previously protected land. The work accomplished throughout 2018 furthered these goals.

The RCLPP Board welcomed two new members in 2018: Beekman Webb (District 2) and Douglas Koop (District 5). Currently the District 1 and District 8 Board positions are vacant.

### **Cumulative Program Statistics (1998-2018)**

#### **TOTAL PROTECTED ACREAGE:**

Fee Simple	11,510 acres
Conservation Easement	<u>12,416 acres</u>
Total	<u>23,926 acres</u>

#### **TOTAL DOLLARS SPENT ON LAND PURCHASES:**

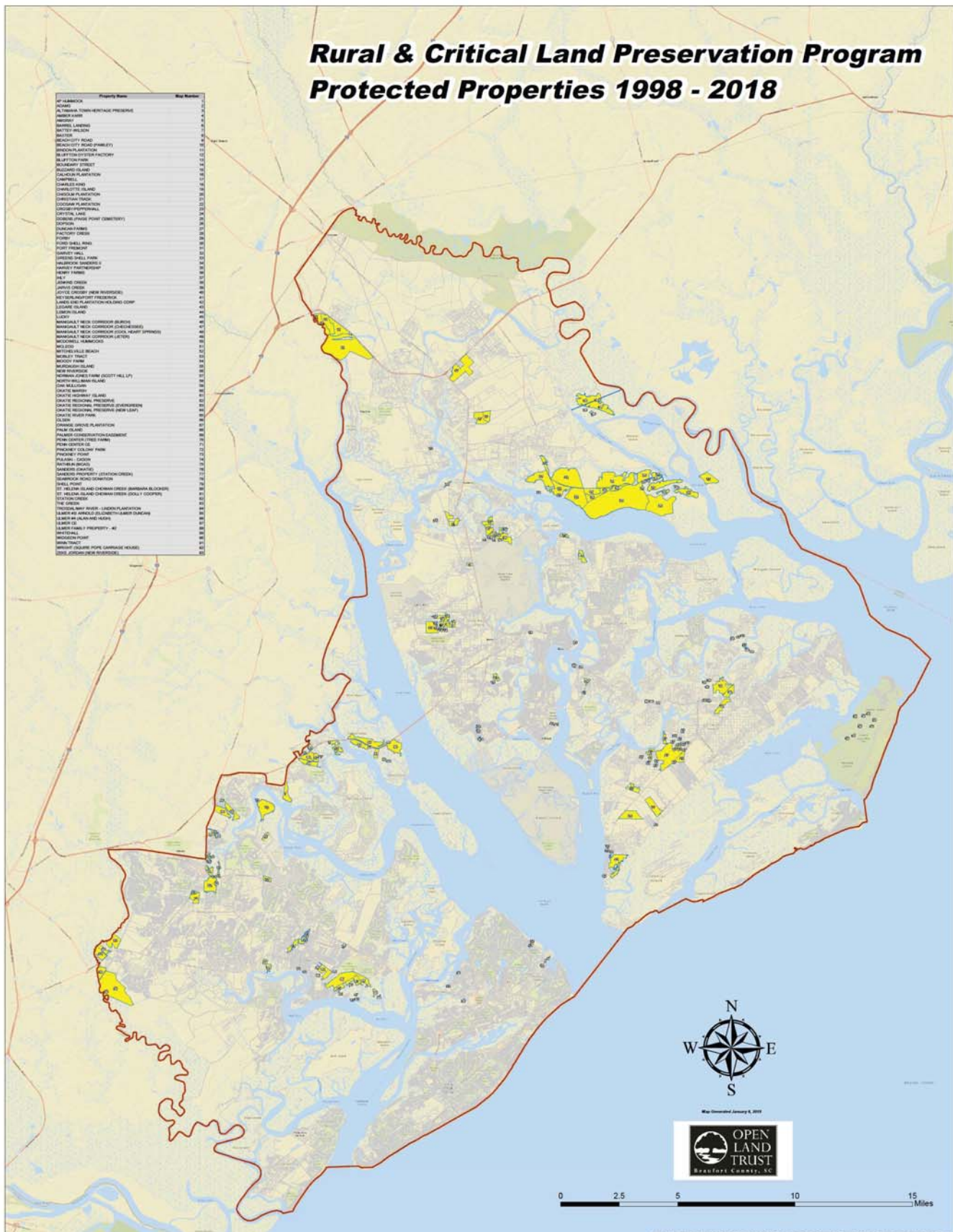
**\$ 134,882,127 (includes ~\$8.4 million spent prior to first referendum)**

#### **TOTAL PARTNER FUNDS used to leverage County purchases:**

**\$ 40,399,248**

# Rural & Critical Land Preservation Program Protected Properties 1998 - 2018

Property Name	Map Number
ATLANTIC	1
ATLANTIC COMMERCIAL PRESERVE	2
ATLANTIC CREEK	3
ATLANTIC LAKE	4
ATLANTIC LANDING	5
ATLANTIC LANDING	6
ATLANTIC LANDING	7
ATLANTIC LANDING	8
ATLANTIC LANDING	9
ATLANTIC LANDING	10
ATLANTIC LANDING	11
ATLANTIC LANDING	12
ATLANTIC LANDING	13
ATLANTIC LANDING	14
ATLANTIC LANDING	15
ATLANTIC LANDING	16
ATLANTIC LANDING	17
ATLANTIC LANDING	18
ATLANTIC LANDING	19
ATLANTIC LANDING	20
ATLANTIC LANDING	21
ATLANTIC LANDING	22
ATLANTIC LANDING	23
ATLANTIC LANDING	24
ATLANTIC LANDING	25
ATLANTIC LANDING	26
ATLANTIC LANDING	27
ATLANTIC LANDING	28
ATLANTIC LANDING	29
ATLANTIC LANDING	30
ATLANTIC LANDING	31
ATLANTIC LANDING	32
ATLANTIC LANDING	33
ATLANTIC LANDING	34
ATLANTIC LANDING	35
ATLANTIC LANDING	36
ATLANTIC LANDING	37
ATLANTIC LANDING	38
ATLANTIC LANDING	39
ATLANTIC LANDING	40
ATLANTIC LANDING	41
ATLANTIC LANDING	42
ATLANTIC LANDING	43
ATLANTIC LANDING	44
ATLANTIC LANDING	45
ATLANTIC LANDING	46
ATLANTIC LANDING	47
ATLANTIC LANDING	48
ATLANTIC LANDING	49
ATLANTIC LANDING	50
ATLANTIC LANDING	51
ATLANTIC LANDING	52
ATLANTIC LANDING	53
ATLANTIC LANDING	54
ATLANTIC LANDING	55
ATLANTIC LANDING	56
ATLANTIC LANDING	57
ATLANTIC LANDING	58
ATLANTIC LANDING	59
ATLANTIC LANDING	60
ATLANTIC LANDING	61
ATLANTIC LANDING	62
ATLANTIC LANDING	63
ATLANTIC LANDING	64
ATLANTIC LANDING	65
ATLANTIC LANDING	66
ATLANTIC LANDING	67
ATLANTIC LANDING	68
ATLANTIC LANDING	69
ATLANTIC LANDING	70
ATLANTIC LANDING	71
ATLANTIC LANDING	72
ATLANTIC LANDING	73
ATLANTIC LANDING	74
ATLANTIC LANDING	75
ATLANTIC LANDING	76
ATLANTIC LANDING	77
ATLANTIC LANDING	78
ATLANTIC LANDING	79
ATLANTIC LANDING	80
ATLANTIC LANDING	81
ATLANTIC LANDING	82
ATLANTIC LANDING	83
ATLANTIC LANDING	84
ATLANTIC LANDING	85
ATLANTIC LANDING	86
ATLANTIC LANDING	87
ATLANTIC LANDING	88
ATLANTIC LANDING	89
ATLANTIC LANDING	90
ATLANTIC LANDING	91
ATLANTIC LANDING	92
ATLANTIC LANDING	93
ATLANTIC LANDING	94
ATLANTIC LANDING	95
ATLANTIC LANDING	96
ATLANTIC LANDING	97
ATLANTIC LANDING	98
ATLANTIC LANDING	99
ATLANTIC LANDING	100



0 2.5 5 10 15 Miles

## **2018 Land Protection Summary**

The Beaufort County Open Land Trust (BCOLT) staff considered forty-seven (47) properties (some inquiries, some proactively pursued) in 2018. Thirty-two (32) of those properties did not meet the criteria for the program or the landowners were ultimately not interested in pursuing the funding offered for their property or development rights. Four (4) properties were brought forward for purchase consideration to the RCLPP Board and three (3) of those projects were recommended for purchase to the Natural Resources Committee of Beaufort County Council. One project (Whitehall Park) was brought forward by the Natural Resources Committee without a recommendation from the RCLPP Board. All four projects were ultimately approved for purchase by County Council, two closed in 2018 and two projects are currently set to close in early 2019.

### **Projects**

Two relatively small but strategically important parcels were purchased and closed through the program in 2018, one in the mid-County greenway corridor and one in northern Beaufort County.



#### **Okatie Highway Island:**

This 4.16-acre marsh island is located in the mid-County greenway corridor of Beaufort County and adds to the mosaic of other properties in the Rural Critical Land Program inventory, including the Jeter Tract (25 acres), Manigault's Neck (72 acres), Cool Heart Springs (82 acres), the Chechessee Tract (44 acres) and Okatie Marsh (98 acres). The Island is unimproved land with the characteristics of an isolated hummock of high ground surrounded by salt marsh and is bounded by the marshes of the Chechessee River on the north and west and by southbound SC Highway 170 (an SC Scenic Byway) on the southeast. Long-term conservation efforts by conservation groups and Beaufort County through the Rural & Critical Land Program have invested in the protection of these highly visible roadway buffers and ecologically sensitive lands in order to protect the important character of this transition zone between the northern and southern parts of the County.

The purchase of this property in a \$44,000 bargain sale transaction protects the water quality on the Chechessee River, a high profile economically important waterway and outstanding resource water (ORW) and preserves this small but important hummock island maritime forest habitat and salt marsh for wildlife.





### **Whitehall:**

The 20-acre Whitehall parcel, located in the City of Beaufort on Lady's Island with its majestic live oaks and high visibility from US Highway 21, the City of Beaufort and the Intracoastal Waterway on the Beaufort River, was a highly sought-after development target for decades. Several Rural & Critical land protection projects had been proposed over the years with no success. In February 2018 over community opposition, a conceptual masterplan for Whitehall was approved by the City of Beaufort, allowing residential, commercial and mixed-use development on the property. In July 2018, the Program Administrator initiated a final effort to purchase a portion of the property for public use. An agreement was negotiated to purchase 9.72 acres of the waterfront portion of the property for \$5,450,000, with cost-share funds of \$1,000,000 from the Felburn Foundation, \$50,000 from the Open Land Trust, and \$29,000 in public donations. The seller of the property offered valuable in-kind services toward the planning and development of a passive park at Whitehall. The public strongly voiced support for the purchase of Whitehall, and Beaufort County Council unanimously approved the project. In October 2018, the Whitehall purchased closed and a conservation easement was granted to BCOLT, ensuring that Whitehall will remain in its natural condition in perpetuity.

### **Totals for 2018:**

#### **TOTAL PROTECTED ACREAGE:**

**Fee Simple     13.88 acres**

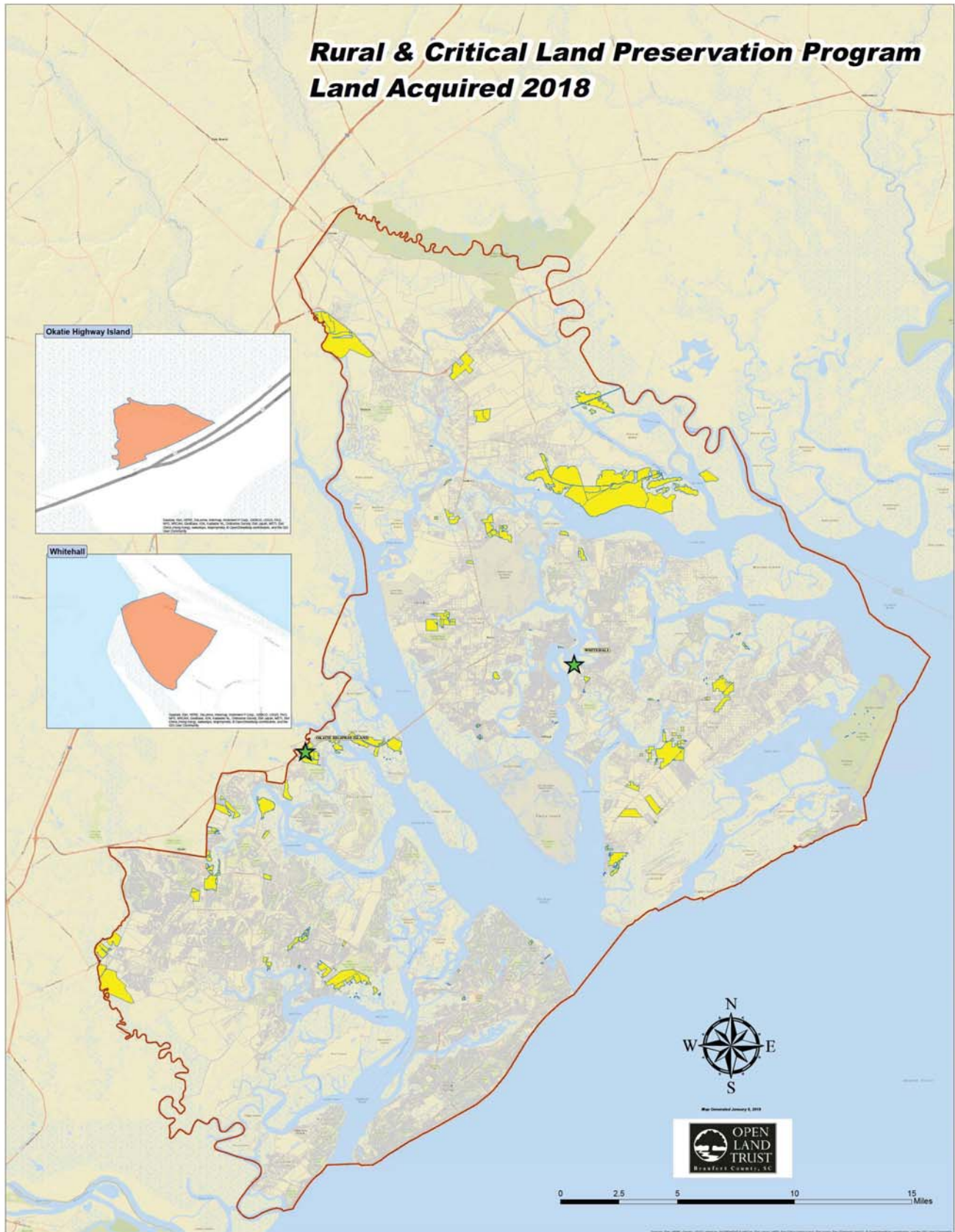
#### **TOTAL DOLLARS SPENT ON LAND PURCHASES:**

**\$ 4,415,000**

#### **TOTAL PARTNER FUNDS used to leverage County purchases:**

**\$ 1,079,000**

## Rural & Critical Land Preservation Program Land Acquired 2018



## **Additional Program Highlights – 2018 Bond Referendum**

- **January 22, 2018: Beaufort County Economic Benefits Analysis & Report Released**

In 2017, BCOLT staff and several key members of the RCLPP Board collaborated with The Trust for Public Land's Conservation Economics team on the development and highly anticipated publication of the "Economic Benefits of Parks, Trails and Conserved Open Spaces in Beaufort County, South Carolina" report which was released on January 22, 2018.

- The Report documented that Beaufort County's parks, trails, and conserved open spaces generate millions of dollars in economic benefits per year. TPL's team identified eight major attributes of these assets that provide economic value and were measured: *property value, clean water, clean air, tourism, recreational use, health cost savings, recreation spending agricultural support and military defense support.*
- The Report's property value, clean water and clean air analyses also documented the specific economic benefits attributable to Rural & Critical Lands, quantifying their financial benefits to the citizens of Beaufort County.
- Report results were presented to Beaufort County Council on January 22, 2018 and were distributed by website and other social media platforms. The full report and the factsheet can be found at: [www.tpl.org/beaufort-county-south-carolina#sm.0001xhsfb015add4vqtkusld7450q](http://www.tpl.org/beaufort-county-south-carolina#sm.0001xhsfb015add4vqtkusld7450q)

- **February 2018: Conservation Finance Feasibility Study**

The Trust for Public Land's Conservation Finance team published the "*Conservation Finance Feasibility Study*" in February 2018 outlining the options and viability for raising additional land conservation funds for the Rural & Critical Program in 2018.

- **March 27-29, 2018: Telephone Poll Conducted**

A telephone poll was commissioned by The Trust for Public Land to survey Beaufort County voters regarding their support for a bond referendum to fund land conservation through the RCLPP. A random sample of 400 likely voters were interviewed, and more than two-thirds of likely voters indicated that they would vote "Yes" if the election were held the day of the interview for a ballot measure that would fund land preservation through a \$50 million general obligation bond.

- **April 12, 2018: \$50,000,000 Bond Referendum Referred to Natural Resources Committee**

Will Abberger from TPL presented the results of the feasibility report and the telephone poll to the RCLP Board at the April 12 meeting. The RCLP approved a recommendation to the Natural Resources Committee of County Council to pursue a bond referendum of \$50 million with an amount not to exceed 15% going towards park infrastructure.

- April-May: \$25,000,000 Bond Referendum Referred to Ballot

The bond referendum was amended by the Natural Resources Committee to allow that up to 20% of the funds could be used toward park infrastructure and was approved at the April 23, 2018 Council meeting. At the second reading on May 14, the bond amount was reduced to \$25 million and the referendum was approved to move forward.

At the third reading of the bond referendum ordinance on May 29, County Council unanimously recommended authorizing the placement of a question on the official ballot for the November 6, 2018 election authorizing Beaufort County to issue General Obligation Bonds in an amount not to exceed \$25 million to acquire lands for preservation with an amount not to exceed 20% going towards park infrastructure.

- September-November 2018: Fall Bond Referendum Campaign

- TPL designed and distributed three educational mailers to Beaufort County households with funding from the Donnelly Foundation
- The organization “Citizens for VOTE YES WATER AND LAND” published flyers and newspaper advertisements advocating for the Rural & Critical bond referendum using the tagline “Vote Yes, Save Water & Land”.
- BCOLT published and distributed four short videos supporting the bond referendum featuring Councilman York Glover, Bluffton Oyster Company’s Larry Toomer, Coosaw Farms’ Brad O’Neal from St. Helena, and former Councilmember Dot Gnann.
- Advocacy partners the Coastal Conservation League, Audubon SC and BCOLT staff conducted 31 speaking engagements to educate the public on the RCLPP and the November bond referendum.

- October 12, 2018: At national Land Trust Alliance conference in Pittsburgh, PA, Program Administrator Barbara G. Holmes presented Beaufort County case study during the “Red, Blue and Green: How to Get Billions for Conservation” workshop encouraging land trusts to participate in local ballot measures to fund land conservation with Rural & Critical Land Program used as example of a long-running program with strong voter support.

- November 6, 2018: Beaufort County voters pass bond referendum measure with 70% approval margin.

The Beaufort County Open Land Trust looks forward to its continued partnership with Beaufort County protecting the natural resources and open space that make this County a desired place to live and work. For additional information regarding the information in this report, please contact Barbara G. Holmes, Program Administrator at (843) 521-2175 or [barbara@openlandtrust.com](mailto:barbara@openlandtrust.com).





---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

Short- Term Rental Task Force

#### Council Committee:

Natural Resources

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

#### Issues for Consideration:

Approve and appoint the proposed member list to the Short-Term Rental Task Force to review and make recommendations on the proposed revisions of the Land Development Code regarding short term rentals within Beaufort County.

#### Points to Consider:

The Beaufort County Planning Commission recommended the approval of revisions to the Land Development Code that would provide regulations for Short Term Rentals. The Natural Resource Committee has recommended that a task force be appointed to further review the changes prior to adoption.

#### Funding & Liability Factors:

Public input only, no funding or liability factors.

#### Council Options:

Appoint the proposed list to the task force, revise and appoint members to the task force, or determine that a task force is no longer necessary.

#### Recommendation:

Approve the attached list containing 7 proposed members to be appointed to the Short-Term Rental Task Force.

Short Term Rental Task Force – Proposed Members

**Dru Brown**, Director of Sales and Marketing, Vacation Company

**Stacy Hutcheson**, Property Manager, Beach Properties of Hilton Head

**Edward Brown**, Short Term Rental Owner

**Dick Stewart**, 303 Associates

**Vimal Desai**, Hotel Owner & Board Member of Beaufort Regional Chamber of Commerce

**Jim Beckert**, Beaufort County Auditor

**Edra Stephens**, Beaufort County Business License



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

Evergreen Regional Pond Contract Award Approval - Andrews Engineering

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

2/18/19

#### Committee Presenter (Name and Title):

Eric Larson, Manager, Stormwater Utility

#### Issues for Consideration:

Andrews Engineering (AE) and Ward Edwards Engineering (WEE) bid on the Request for Qualifications (RFQ) for engineering consulting services to design the Evergreen Regional Pond 319 Grant project. Both contractors are capable of fulfilling the requirements of the RFQ. The total estimated project time line from AE is 22 months; the WEE estimate is 31 months.

#### Points to Consider:

AE walked the property, noted potential wetland delineation changes from the RFQ, were confident their time line could be met and suggested an improved pond design to meet Best Management Practices. WEE followed the conservative time line from the 319 Grant submission, did not re-evaluate the property and did not suggest alternatives to the Grant.

#### Funding & Liability Factors:

Design fee of \$89,285.55 will come from the Stormwater Utility CIP fund. The Construction cost is funded by \$229,124 federal grant and \$460,876 from the Stormwater Utility CIP fund.

#### Council Options:

Award the contract to Andrews Engineering, award the contract to Ward Edwards Engineering, return the project for rebid or cancel/delay the project.

#### Recommendation:

Award the Evergreen Regional Pond design contract to Andrews Engineering in the amount of \$89,285.55.



David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

## COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

**TO:** Councilwoman Alice Howard, Chairman, Natural Resources Committee

**FROM:** David L Thomas. CPPO. Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
RFP 121018, Request to Provide Engineering/Consulting Services for the 2018 Evergreen Regional Stormwater Pond

**DATE:** 02/18/2019

### **BACKGROUND:**

Beaufort County Purchasing Department issued a Request for Proposal (RFP) for engineering and consulting services for the 2018 Evergreen Regional Stormwater Pond BMP, a CWA Section 319 grant project. The proposal requested that the vendor consultant provide services to design and oversee construction of a regional stormwater best management practice. The Evaluation Committee consisted of six (6) staff members representing the County: Eric Larson - Stormwater Management; Eric Greenway – Community Development; Danny Polk – Stormwater Management; Katie Herrera – Stormwater Management; Thomas Keaveny – Legal, and Keith Hall – Stormwater Management Contractor. Beaufort County received two (2) responses to the RFP. They reviewed and evaluated the RFPs and decided to interview both vendors listed below; Andrews Engineering was selected and ranked the number one (1) firm. The final ranking is as follows:

1. Andrews Engineering, Beaufort, SC
2. Ward Edwards Engineering, Bluffton, SC

During the February 18, 2019 Stormwater Management Utility Board Meeting, the board voted unanimously to recommend the contract to Andrews Engineering for the \$89,285.55 scope of services.

The term of the contract will be effective February 28, 2019 to December 31, 2020, approximately 22 months (less than the term of the grant contract with DHEC). Contract fees for the project were negotiated with Andrews Engineering, with the results attached to this recommendation.

### **VENDOR INFORMATION:**

Andrews Engineering, Beaufort, SC

### **COST:**

\$89,285.55

### **FUNDING:**


Primary Funding - \$89,285.55 will come from the Stormwater Utility CIP fund. The Construction cost is funded by \$229,124 federal grant and \$460,876 from the Stormwater Utility CIP fund.

Funding approved:  By:  Date:

**FOR ACTION:** Natural Resources Committee Meeting February 18, 2019.

**RECOMMENDATION:**

The Purchasing Department recommends that the Natural Resources Committee approve the contract award of \$89,285.55 to Andrews Engineering for Engineering and Consulting Services for the 2018 Evergreen Regional Stormwater Pond BMP, a CWA Section 319 grant project.

Attachment:  RFP 121018 Recommendation Letter 02182019.pdf  
1020.2 KB

cc: John Weaver, Interim County Administrator

Approved:  Date:

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved:  Date:

Approved:  Date:

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

**After Initial Submission, Use the Save and Close Buttons**



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
106 Industrial Village Road, Building 3  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilman Alice Howard, Chairman, Natural Resources Committee

FROM: Dave Thomas, Purchasing Director

SUBJ: RFP # 121018 Request for Qualifications to Provide Engineering and Consulting Services for the 2018 Evergreen Regional Stormwater Pond, a CWA Section 319 grant project

DATE: January 28, 2019

**BACKGROUND:** Beaufort County Purchasing Department issued a Request for Proposal (RFP) for engineering and consulting services for the 2018 Evergreen Regional Stormwater Pond BMP, a CWA Section 319 grant project. The proposal requested that the vendor consultant provide services to design and oversee construction of a regional stormwater best management practice. The Evaluation Committee consisted of six (6) staff members representing the County: Eric Larson - Stormwater Management; Eric Greenway – Community Development; Danny Polk – Stormwater Management; Katie Herrera – Stormwater Management; Thomas Keaveny – Legal, and Keith Hall – Stormwater Management Contractor. Beaufort County received two (2) responses to the RFP. They reviewed and evaluated the RFPs and decided to interview both vendors listed below; Andrews Engineering was selected and ranked the number one (1) firm. The final ranking is as follows:

1. Andrews Engineering, Beaufort, SC
2. Ward Edwards Engineering, Bluffton, SC

During the February 18, 2019 Stormwater Management Utility Board Meeting, the board voted unanimously to recommend the contract to Andrews Engineering for the \$89,285.55 scope of services.

The term of the contract will be effective February 28, 2019 to December 31, 2020, approximately 22 months (less than the term of the grant contract with DHEC). Contract fees for the project were negotiated with Andrews Engineering, with the results attached to this recommendation.

**FUNDING:** Primary Funding - \$89,285.55 will come from the Stormwater Utility CIP fund. The Construction cost is funded by \$229,124 federal grant and \$460,876 from the Stormwater Utility CIP fund

**PROPOSED COST:** \$89,285.55

**FOR ACTION:** Natural Resources Committee Meeting February 18, 2019.

**RECOMMENDATION:** The Purchasing Department recommends that the Natural Resources Committee approve the contract award of \$89,285.55 to Andrews Engineering for Engineering and Consulting Services for the 2018 Evergreen Regional Stormwater Pond BMP, a CWA Section 319 grant project.

CC: John Weaver, Interim County Administrator  
Alicia Holland, Assistant County Administrator, Finance  
Monica Spells, Assistant County Administrator, Civic Engagement and Outreach  
Don Smith, Chairman, Beaufort County Stormwater Board  
Eric W. Larson, Division Director for Environmental Engineering & Land Management

**ATTACHMENTS:** Fee Schedule, Fee Breakdown, Projected Project Schedule, Selection Summary



**PROJECT FEE SUMMARY**  
Andrews Engineering Co., Inc. - RFP 071917

ITEM	AEC/4 WATERS DESIGN SERVICES	NEWKIRK ENVIRONMENTAL	F&ME GEOTECHNICAL	TOTAL
<b>SURVEYING</b>	\$ 11,955.00			\$ 11,955.00
<b>PROJECT INITIATION &amp; DATA COLLECTION</b>	\$ 4,880.00	\$ 2,500.00	\$ 8,000.00	\$ 15,380.00
<b>CONCEPTUAL DESIGN</b>	\$ 13,670.00			\$ 13,670.00
<b>DESIGN SERVICES</b>	\$ 17,290.00			\$ 17,290.00
<b>PERMITTING</b>	\$ 6,220.00	\$ 5,500.00		\$ 11,720.00
<b>GRANT ADMIN. &amp; QA/QC</b>	\$ 7,200.00			\$ 7,200.00
<b>TOTAL DESIGN &amp; PERMIT</b>	\$ 61,215.00	\$ 8,000.00	\$ 8,000.00	\$ 77,215.00
	\$ -			\$ -
<b>BIDDING &amp; NEGOTIATING</b>	\$ 3,560.00			\$ 3,560.00
<b>CONSTRUCTION OBSERVATION</b>	\$ 5,910.00			\$ 5,910.00
	\$ -			\$ -
<b>REIMBURSIBLES</b>	\$ 2,600.55			\$ 2,600.55
<b>TOTAL PROJECT COST</b>				<b>\$ 89,285.55</b>

Clarifications & Exceptions

1. USACE permitting is for nationwide permit only (less than 0.50 acres)
2. Water Quality Sampling not included
3. Survey is based on partial asbuilt, boundary, tree, and topographic survey of 7 acres.
4. The proposal is firm for a period of at least 90 days from the closing date for submission of SOQ.

**FEES - RATES AND REIMBURSABLE AMOUNTS**  
Andrews Engineering Co., Inc. - RFP 071917

Employee Rate Schedule		Hourly Rate
Steve Andrews, PE - Project Manager		\$150
Andrew Klosterman, PE - Project Design Team Lead		\$120
Michael Klink, PE - Project Design Team Lead		\$120
Ryan Lyle, PE - BMP Design Engineer		\$110
Chris Bates, PE - BMP Design Engineer		\$110
Luke Wilan - BMP Design		\$85
Laura Constantino, MSE - BMP Design & Permitting		\$105
Arthur O'Kelley - Construction Inspector		\$85
Robert Klink, PE - Construction Administration/Oversight		\$85
Asher Howell - Wetland/Environmental		\$125
Christina Popoli - Graphic Designer/Public Outreach		\$75
QA/QC Technical Advisor		\$120
Staff Modeler		\$110
Associate Engineer		\$110
Draft/CAD		\$95
Engineering Intern		\$85
James Hayes, PLS - Professional Land Surveyor		\$105
2-Man Survey Crew		\$115
Party Chief		\$85
Survey Tech		\$85
Administration		\$65
<b>Reimbursable Expenses:</b>		
Item	Unit	Rate
<b>Travel</b>		
Mileage	mile	\$0.540
<b>Shipping</b>		
Postage	stamp	\$0.49
FedEx	package	FedEx Rate Sheet
<b>Paper Copies</b>		
8 1/2" x 11" Black & White	page	\$0.10
8 1/2" x 11" Color	page	\$0.85
11" x 17" Black & White	page	\$0.30
11" x 17" Color	page	\$1.00
24" x 36" Black & White	page	\$3.00
24" x 36" Color	page	\$45.00
1" to 2" Binder	binder	\$5.00



## SCHEDULE

The AEC team has the availability, experience, and capability to complete this project efficiently and successfully. Our project schedule reduces the estimate included in the 319 Grant documentation by 14 months. We feel the schedule included below can be realistically met with the focused effort of our capable team.

MONTHLY SCHEDULE																						
	2018											2019										
PHASE	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Project Initiation																						
Data Collection																						
Survey & Wetland Delineation Update																						
Conceptual Design																						
50% Design																						
Permitting																						
90% Design																						
Public Education																						
Bid Documents																						
Bidding Services																						
Construction Procurement																						
Construction & Certification																						
Public Outreach																						



Evaluation Summary							
<b>Andrews Engineering</b>	<b>Larson</b>	<b>Greenway</b>	<b>Polk</b>	<b>Herrera</b>	<b>Keaveny</b>	<b>Hall</b>	
Demonstrated experience with stormwater best management practices design.	20	22	25	25	20	23	
Working knowledge of computer based water quantity and water quality models.	20	20	20	20	20	20	
Experience with CWA Section 319 grant project administration	5	11	13	12	10	12	
Capacity to perform.	15	13	15	15	15	15	
Location and knowledge of locality of the project.	15	15	15	15	15	15	
Demonstrated ability to facilitate public outreach	10	5	10	10	10	6	<b>G Total</b>
<b>Total</b>	<b>85</b>	<b>81</b>	<b>93</b>	<b>87</b>	<b>80</b>	<b>81</b>	<b>547</b>
<b>Ward Edwards</b>	<b>Larson</b>	<b>Greenway</b>	<b>Polk</b>	<b>Herrera</b>	<b>Keaveny</b>	<b>Hall</b>	
Demonstrated experience with stormwater best management practices design.	25	21	25	25	20	21	
Working knowledge of computer based water quantity and water quality models.	20	20	19	20	20	20	
Experience with CWA Section 319 grant project administration	15	13	13	15	15	15	
Capacity to perform.	10	7	14	15	10	10	
Location and knowledge of locality of the project.	13	15	14	15	10	13	
Demonstrated ability to facilitate public outreach	7	8	9	5	5	8	<b>G Total</b>
<b>Total</b>	<b>90</b>	<b>84</b>	<b>94</b>	<b>95</b>	<b>80</b>	<b>87</b>	<b>530</b>
<b>Total</b>							
<b>Andrews Engineering</b>							
<b>Ward Edwards</b>	<b>530</b>						



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

Alljoy Stormwater Management Project

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

2/18/19

#### Committee Presenter (Name and Title):

Eric Larson, Stormwater Manager

#### Issues for Consideration:

The Alljoy area is located in unincorporated Beaufort County located between Bluffton and Hilton Head Island. The project addresses residential stormwater issues, including flooding in homes and over roads.

#### Points to Consider:

The project may require Right of Way acquisition and residential plot acquisition. Some homes are built at grade and may require elevation or relocation. Fifty homes are anticipated to be affected. The project is anticipated to include wetland delineation and permitting, roadwork, stormwater detention ponds, and a pumping station.

#### Funding & Liability Factors:

Application would be made for a FEMA Flood Mitigation Assistance Grant. Stormwater Utility CIP funds would be needed for the engineering study, estimated to be \$250,000, and the grant(s) match, estimated to be between \$1.6 million and \$2.4 million. Currently, the SWU Budget does not include these funds and would need to be amended.

#### Council Options:

Approve allocation of Stormwater Utility fees for funding, application for grant funding, and advertisement of a RFQ for an engineering consultant, recommend do nothing, or delay until a future budget year.

#### Recommendation:

Approve allocation of Stormwater Utility fees for funding, application for grant funding, and advertisement of a RFQ for an engineering consultant.

## **Excerpt from Alljoy Watershed Study RFQ**

==

### **SECTION I**

#### **PREFACE**

Beaufort County desires to construct a County stormwater best management practice, specifically a stormwater management system for a residential area. This work will be accomplished by the use of a Consultant to prepare the design, secure permitting, oversee construction administration, and generate grant documentation related to the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance Grant Program.

The Scope of Work, described in more detail below, includes design and construction oversight of a County stormwater management project (aka Best Management Practice, or BMP), grant administration, and public education. In addition to the foregoing, the consulting firm or firms will perform other duties related to stormwater activities outlined in the SCOPE OF SERVICES.

### **SECTION II**

#### **INTENT AND SCOPE OF SERVICES**

##### **INTENT**

Beaufort County seeks qualifications and proposals from consultants to provide various surveying and stormwater management engineering services related to this project. These services shall be provided under a service contract. The service contract shall not guarantee the successful consultant of a specified dollar value of work or limit the County's right to seek proposals and award other stormwater services to consultants other than the one selected for this services contract. The County reserves the right to make multiple awards from this solicitation for the services contemplated in this proposal.

##### **PURPOSE**

Beaufort County has identified stormwater runoff and drainage issues in a residential area in an unincorporated area of Beaufort County. The Consultant will provide an analysis and report to identify the runoff and drainage issues within the residential area and recommend improvements. This project includes providing design, permitting services and construction oversight for approved improvements. Tasks within the scope of services include, as necessary, wetland delineation, geotechnical investigations, hydraulic and hydrology design, stormwater BMP design, and roadway design.

The County is also considering property acquisition and/or structure elevations through a FEMA Flood Mitigation Assistance Grant to acquire the lands needed for the project and/or to eliminate repetitive losses.

## SCOPE OF SERVICES

### ***Task 1: Wetland Delineation***

The Consultant will conduct a jurisdictional stream and wetland delineation within the project area in accordance with the standards currently employed by the USACE (aka Atlantic and Gulf Coastal Plain Regional Supplement to the Corps of Engineers Wetland Delineation Manual). The aquatic feature boundaries will be sequentially flagged or pin-flagged. Wetland and stream flagging will be located and platted by a professional land surveyor. The wetland boundaries and appropriate documentation will be submitted to the USACE so that a final jurisdictional determination can be issued for the project area. This documentation will include information such as the Jurisdictional Determination Request, location, USGS topographic, soils, and NWI maps, infrared aerial photography, and wetland and upland data forms. If the USACE requests a site visit to verify the aquatic feature limits, their personnel will be accompanied in the field by contractor personnel during the site inspection.

### ***Task 2: Geotechnical Investigations***

The Consultant shall perform geotechnical investigations and design necessary to provide the recommended design for approved improvements. Geotechnical investigations and analysis shall be performed in accordance with the AASHTO LRFD Design Specifications. Analysis and recommendations shall be presented in a report which shall contain:

- Site description,
- Field testing procedures,
- Test location plan,
- CPT sounding and soil test boring logs which describe site soils and illustrate stratification changes, field data, and groundwater levels at the time of exploration
- Laboratory testing results,
- Site preparation procedures including any necessary stripping, undercutting, and stabilization measures, and,
- Foundation recommendations for the culverts.

### ***Task 3: Hydrology and Hydraulic Design Services***

The Consultant will complete an initial hydraulic and hydrologic model and report for the recommended improvements, and a final hydraulic and hydrologic model and report for the completed project.

The Consultant will perform roadway drainage design as necessary and will follow all guidelines for roadway surface drainage and sediment and erosion control. The impacts to the existing hydrology due to the proposed project will be evaluated. Based on this evaluation, design alternatives to control flooding and manage the runoff associated with the project will be examined. Designs will be performed for roadside ditches, storm sewer systems, cross line culverts, ponds, energy dissipaters and other structures as necessary.

All hydrologic and hydraulic design and studies will comply with the following design criteria:

- SCDOT's Requirements for Hydraulic Design Studies, latest edition;
- SCDOT Standard Drawings, latest edition;
- The Environmental Protection Agency's (EPA) National Pollution Discharge Elimination System (NPDES) as administered under general permit by the SC Department of Health and Environmental Control (DHEC);
- FEMA Regulations, 44CFR Chapter 1;
- State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.;
- South Carolina State Water Law;
- Hydraulic Engineering Circular No. 18, "Evaluating Scour at Bridges" Fifth Edition, April 2012;
- AASHTO "Highway Drainage Guidelines" dated 2007;
- "SCDOT Stormwater Quality Design Manual" dated June 2014;
- SCDOT Supplemental Specifications;
- "Beaufort County Manual for Stormwater Best Management and Design Practices", latest edition.

#### ***Task 4: Pumping Stations***

Plans for pumping stations shall be prepared in compliance with the standards listed below as appropriate. Pumping stations are recommended only where no other practicable alternative is available.

- AASHTO "Drainage Manual", latest edition;
- USDOT "Urban Drainage Design Manual", latest edition;
- USDOT "Highway Stormwater Pump Station Design", latest edition.

Pump stations shall be designed for 25-year storm events. The drainage system shall be checked for the 100-year storm event to determine the extent of flooding and associated risk. The effects of smaller storm events shall be reviewed. Design changes may be considered by the County when deemed appropriate by the Contractor.

Pump stations shall be wet-pit design. A minimum of two pumps shall be installed. Pumps shall be submersible, and individual pumps shall be sized for the storm event design outflow.

Security fencing, road access with parking space, outside lighting and outside operating alarms shall be provided for pump stations. Pump stations shall have telemetry. Provisions for emergency operation shall be provided. When needed, on site fuel storage shall be aboveground and sized for 24 hours of operation.

### ***Task 5: Structural Design***

Plans for box culverts, headwalls, retaining walls and similar constructions shall be prepared in conformance with the current practice of the County. Standard drawings of the SCDOT shall be used where feasible and will be furnished by SCDOT to be modified by the County to fit the specific needs of the project. Culverts shall be designed for a live load as described in the AASHTO's LRFD specifications. The box culvert plans shall include the general drawing showing a plan and elevation view with appropriate and proposed information, culvert barrel details, and wing wall details.

Design standards will be in compliance with the following:

- The SCOOT Bridge Design Manual, 2006
- AASHTO 2012 LRFD Bridge Design Specifications, 6th Edition (2010), with interim revisions through 2013
- SCDOT Bridge Drawings and Details, latest versions
- AASHTO Guide Specifications for LRFD Seismic Bridge Design
- SCDOT Standard Specifications for Highway Construction, 2007 edition
- ANSI/AASHTO/AWS D1.5 Bridge Welding Code, latest edition
- Standard Special Provisions and Supplemental Specifications used by the COUNTY/SCDOT

### **ADDITIONAL SERVICES**

Development of the project from completion of preliminary design to construction will require additional services. The need for these additional services will be determined based upon the recommended improvements at the project site. These additional services may include, but are not limited to, the following:

- Right of Way Plan Development
- Right of Way Acquisition
- Plot Acquisition
- Construction Specifications & Bid Document Preparation



- Utility Coordination
- Subsurface Utility Engineering
- Wetland Mitigation Permitting
- Construction Engineering & Inspection
- FEMA Letter of Map Revision (LOMR)
- Roadway Design

For roadway design, all plans, designs, specifications and estimates shall conform to the SCDOT standard practices for highway construction. Roadway plans will be developed by the Consultant to illustrate roadway alignments, lane configurations, grades, cross sections, construction limits, relevant dimensions, preliminary drainage, and location of existing features and proposed improvements as necessary.

The following is a detailed Scope of Work needed to design and construct a County stormwater best management practice in addition to managing the grant contract requirements for the FEMA Flood Mitigation Assistance grant awarded to the project. A summary of the Scope of Work is as follows:

- Provide expertise in managing FEMA Flood Mitigation Assistance Grant Program documentation including other tasks typically required by a grant. The Consultant will be advising and assisting the County related to grant administration.
- Prepare needed field survey necessary for design of approved improvement projects.
- Prepare needed wetland delineations required by USACE as part of the project.
- Prepare a hydrologic and hydraulic design for approved improvement projects.
- Model pollutant removal and volume control expected for the project to assure they meet the intent of previous watershed plans and the grant goals.
- Geotechnical investigations, as needed.
- Prepare a final design(s) for construction documents.
- Prepare, submit, and manage all needed permits from the USACE, SC-DHEC/OCRM, and the County's Zoning department.
- Prepare bid package(s) for construction.
- Oversee the bidding process, evaluating and recommending a successful Contractor.
- Provide construction oversight, periodic inspections, and manage documentation during construction.
- Provide weekly required CEPSCI certified EPSC inspections for DHEC NOI.
- As-built surveys as required for permits and Grant conditions.
- Prepare public educational outreach materials for various focus groups including residents and the engineering/development community for posting on the County website, and any other materials and activities if required by Grant conditions.

- Other items needed to complete the goal yet not specifically listed above will also be the responsibility of the Consultant and will be outlined during the contract negotiation phase.

DRAFT

## Alljoy Home Elevations & Acquisitions

- ▶ Identified as a Special Flood Hazard Area (SFHA) by FEMA
  - ▶ Defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year
  - ▶ Also known as the base flood or 100-year flood
- ▶ Potential Grant
  - ▶ One resident has already submitted a grant proposal
  - ▶ 16 homes identified as Elevation Projects
  - ▶ 27 homes and 4 lots identified as Acquisition Projects

---

---

---

---

---

---

---

---

## Flood Zone A08



---

---

---

---

---

---

---

---

## Alljoy Home Elevations & Acquisitions

- ▶ Elevation Estimated Cost = \$6,530,380
  - ▶ Local Match: \$1,632,595
  - ▶ Estimated cost based on grant proposal that was submitted in 2017
- ▶ Acquisition Estimated Cost = \$3,112,100
  - ▶ Local Match: \$778,025
- ▶ Alternate Project-Acquisition in lieu of Elevation
  - ▶ Estimated Cost = \$3,223,300
    - ▶ Local Match: \$805,825

---

---

---

---

---

---

---

---



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

NORTHERN BEAUFORT COUNTY MAP AMENDMENT-T3 NEIGHBORHOOD TO T4 HAMLET CENTER OPEN

#### Council Committee:

NATURAL RESOURCES

#### Meeting Date:

January 22, 2019

#### Committee Presenter (Name and Title):

MELISSA PEAGLER, COMMUNITY DEVELOPMENT LONG-RANGE PLANNER

#### Issues for Consideration:

(PARCELS R200 015 000 0310 0000, R200 015 000 0308 0000, R200 015 000 302A 0000). THE PROPERTIES ARE LOCATED AT 5, 7, AND 9 KATY CIRCLE ON LADY'S ISLAND; APPLICANT: THOMAS KOLEN. The applicant is proposing to change the zoning of the parcel from T3 Neighborhood to T4 Hamlet Center Open.

#### Points to Consider:

Beaufort County Planning Commission felt the rezoning would add to traffic congestion and change the personality of the neighborhood. The proposed Lady's Island plan recommends careful consideration of any increase in density and traffic, the change in zoning could result in those increases.

#### Funding & Liability Factors:

None

#### Council Options:

Approve or Deny Request

#### Recommendation:

Staff recommends denial of this rezoning. The requested zoning could allow potential traffic and density increases that could result in negative impacts on the residential neighborhood and street. The proposed Lady's Island plan recommends careful consideration of any increase in density and traffic, the change in zoning could result in those increases.



## PLANNING DIVISION MEMORANDUM

**TO:** Beaufort County Planning Commission  
**FROM:** Melissa Peagler, Long Range Planner  
**DATE:** December 20, 2018  
**SUBJECT:** Proposed Beaufort County Community Development Code (CDC) Zoning Map Amendment/Rezoning Request for approximately 2 acres at 5, 7, and 9 Katy Circle (R200 15 000 0310, R200 15 000 0308, and R200 015 000 302A) from T3N- Neighborhood to T4 – Hamlet Center Open

---

### STAFF REPORT:

#### A. BACKGROUND:

**Case No.** ZMA-2018 - 16  
**Owner/Applicant/Agent:** Thomas Kolen  
**Property Location:** 5, 7 and 9 Katy Circle  
**District/Map/Parcel:** R200 15 000 0310, R200, 15 000 0308, and R200 015 000 302A  
**Property Size:** 2 acres approximately  
**Current Future Land Use Designation:** Neighborhood / Mixed Use  
**Proposed Future Land Use Designation:**  
**Current Zoning District:** T3 -Neighborhood  
**Proposed Zoning District:** T4 – Hamlet Center Open

#### B. SUMMARY OF REQUEST

The subject property consists of 2 acres located on Katy Circle Drive in on Lady's Island. Currently a residential structure is located on the property. Historically, the property had a light industrial use of a welding shop located on the property. The property is zoned T3-Neighborhood. The property owner intends to clean the property up and restore a user friendly environment with the option to extend the commercial uses from the adjacent T4-Hamlet Center to potential development.



**C. ZONING MAP AMENDMENT ANALYSIS:** Section 7.3.40 of the Community Development Code (CDC) states that a zoning map amendment may be approved if the proposed amendment:

1. **Is consistent with and furthers the goals and policies of the Comprehensive Plan and the purposes of this Development Code:** The proposed rezoning is consistent with the goals and policies of the Comprehensive Plan. The Land Use chapter designates the future land use of the property as Neighborhood –Mixed Use. The T4-Hamlet Center Open is a consistent zone with that proposed use. The proposed Lady’s Island Plan identifies the area as Village Edge resulting in the T4-Hamlet Center Open as an acceptable zone. The Lady’s Island Plan places additional focus on managing future growth. Any rezoning that could result in dense residential or commercial growth is recommended to be carefully considered by the Lady’s Island Community Preservation Committee.
2. **Is not in conflict with any provision of this Development Code, or the Code of Ordinances:** The proposed rezoning is not in conflict with the CDC or Code of Ordinances.
3. **Addresses a demonstrated community need:** Based on the recent support of the Lady’s Island Plan to effectively manage growth, the rezoning to T4 HCO, a mixed use district, could potentially result in a commercial use, light industrial or dense residential development.
4. **Is required by changing conditions:** The neighborhood has an older housing stock that is currently in transition of being remodeled or replaced.
5. **Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land.** The proposed rezoning is adjacent to existing T4-Hamlet Center Open property but is accessed through Katy Circle which is zoned T3 Neighborhood. Katy Circle currently consists of only single-family homes.
6. **Would not adversely impact nearby lands.** It is unclear if this zoning would adversely impact or improve the property. Cleaning up and renovation of the current structure would improve the structure and some of the additional commercial uses that the T4-HCO zone would allow could be beneficial to the neighborhood. The current zoning would maintain the integrity of the neighborhood as residential. The road does not currently meet the required standards of some of the commercial activities that could develop under the T4-HCO zone. However, the T3N zone would also allow moderate-density multi-family development such as duplexes and mansion apartments developments which could result in a greater impact on Katy Circle than some of the potential commercial uses. T4HCO also allows higher density multi-family than what is permitted in T3N, such as apartment houses and townhouses. The rezoning of this property would not guarantee a commercial use and could result in higher residential density.
7. **Would result in a logical and orderly development pattern.** The proposed rezoning would result in a logical and orderly development pattern as it is adjacent to T4-HCO.

8. **Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.** The proposed rezoning should result in minimal impact on the natural environment. Any additional development of the property will need to be addressed through adherence to the natural resource and stormwater standards in the Community Development Code.
9. **Would result in development that is adequately served by public facilities (e.g. streets, potable water, sewerage, storm water management, solid waste collection and disposal, schools, parks, police, and fire and emergency facilities):** The proposed rezoning would not result in an increase on the public facilities or infrastructure. The rezoning is located in a part of the island where public facilities are readily available. Lady's Island is currently experiencing a higher capacity of traffic than desired. The Proposed Lady's Island Plan identifies a need to preserve transportation capacity on the bridges and the main intersection. This rezoning could potentially result in additional traffic onto Lady's Island.

#### **D. STAFF RECOMMENDATION**

After review of the guidelines set forth in Section 7.3.40 of the Community Development Code, staff would recommend denial of this rezoning. The requested zoning could allow potential traffic and density increases that could result in negative impacts on the residential neighborhood and street. The proposed Lady's Island plan recommends careful consideration of any increase in density and traffic, the change in zoning could result in those increases.

#### **E. Lady's Island Community Preservation Committee**

The Metropolitan Planning Commission met on December 17, 2018 and discussed the Katy Circle rezoning request. The committee voted against making a recommendation of approval for the zoning request. Those voting in favor were Pat Harvey-Palmer and Cecil Mitchell. Those voting against included Jason Hinchey, Bob Simmerly, and Paul Butare.

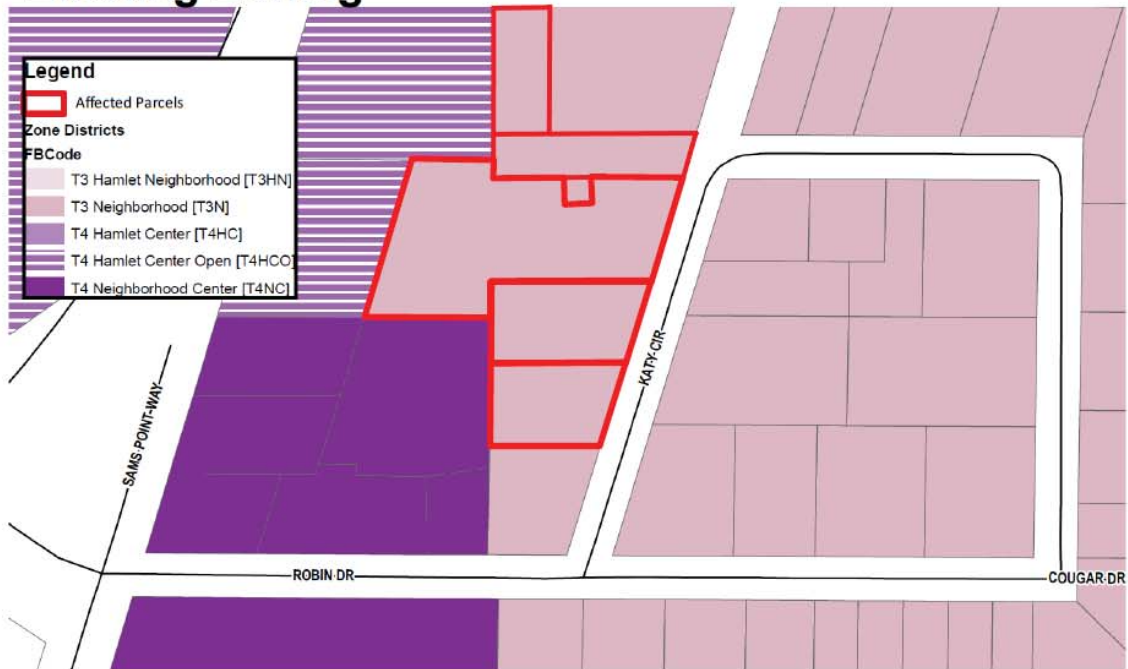
#### **F. METROPOLITAN PLANNING COMMISSION RECOMMENDATION**

The Metropolitan Planning Commission met on December 17, 2018 and discussed the Katy Circle rezoning request. Mike Tomy motioned to recommend denial of the rezoning application. Caroline Fermin seconded. Motion failed with Mike Tomy, Caroline Fermin and Robert Semmler voting yes; and Jim Crowder, Bill Harris and Judy Alling voting no. The rezoning moves forward to the Beaufort County Planning Commission with no recommendation from the Metropolitan Planning Commission.

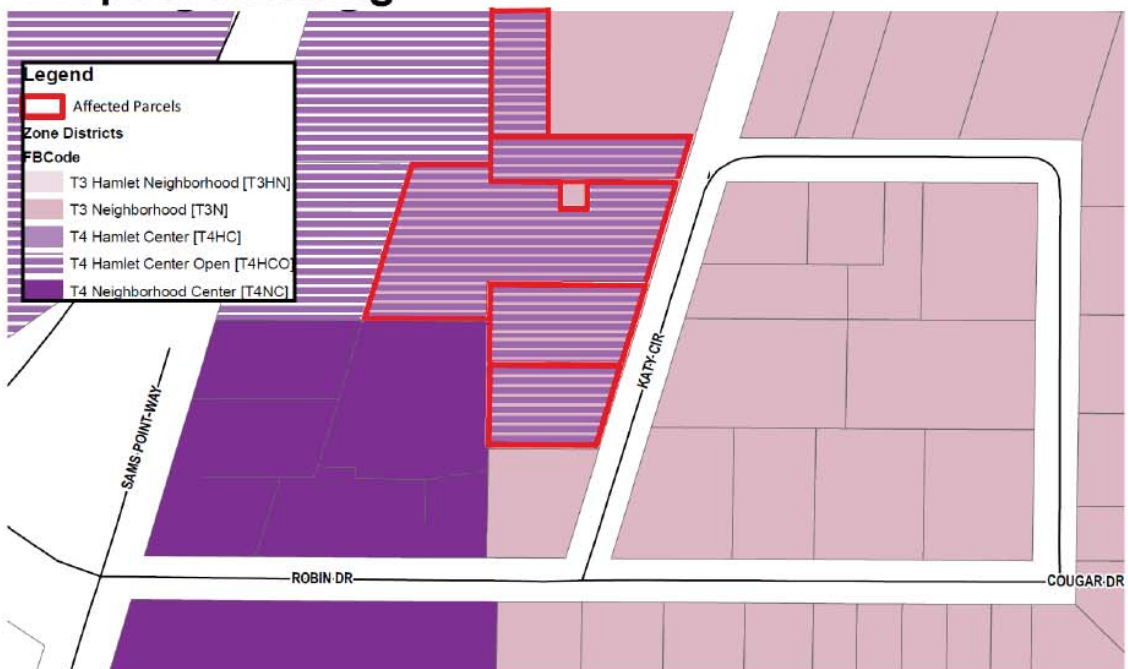
#### **G. ATTACHMENTS:**

- Before and After Zoning Map of site

## Existing Zoning



## Proposed Zoning















**BEAUFORT COUNTY, SOUTH CAROLINA**  
**PROPOSED COMMUNITY DEVELOPMENT CODE (CDC)**  
**ZONING MAP OR TEXT AMENDMENT / PUD MASTER PLAN CHANGE APPLICATION**

TO: Beaufort County Council

The undersigned hereby respectfully requests that the Beaufort County Zoning/Development Standards Ordinance (ZDSO) be amended as described below:

1. This is a request for a change in the (check as appropriate): ☐ PUD Master Plan Change  
☒ Zoning Map Designation/Rezoning ☐ Community Development Code Text
2. Give exact information to locate the property for which you propose a change:  
Tax District Number: 1 Tax Map Number: SEE OFFER SIDE, Parcel Number(s): for list of lots  
Size of subject property: APPROX 2 AC Square Feet / Acres (circle one)  
Location: # 5 # 7 + # 9 KATY CIRCLE
3. How is this property presently zoned? (Check as appropriate)  
☒ T4NC Neighborhood Center ☐ T2RC Rural Center ☐ C3 Neighborhood Mixed Use  
☐ T4HC Hamlet Center ☐ T2RN Rural Neighborhood ☐ C4 Community Center Mixed Use  
☐ T4HCO Hamlet Center ☐ T2RNO Rural Neighborhood Open ☐ C5 Regional Center Mixed Use  
☒ T4VC Village Center ☐ T2R Rural ☐ S1 Industrial  
☒ T3N Neighborhood ☐ T1 Natural Preserve ☐ Planned Unit Development/PUD  
☐ T3HN Hamlet Neighborhood ☐ Community Preservation (name) \_\_\_\_\_  
☐ T3E Edge (specify) \_\_\_\_\_
4. What new zoning do you propose for this property? T4 Hamlet Center Open  
(Under Item 9 explain the reason(s) for your rezoning request.)
5. Do you own all of the property proposed for this zoning change? ☒ Yes ☐ No  
Only property owners or their authorized representative/agent can sign this application. If there are multiple owners, each property owner must sign an individual application and all applications must be submitted simultaneously. If a business entity is the owner, the authorized representative/agent of the business must attach: 1- a copy of the power of attorney that gives him the authority to sign for the business, and 2- a copy of the articles of incorporation that lists the names of all the owners of the business.
6. If this request involves a proposed change in the Community Development Code text, the section(s) affected are: 2  
(Under Item 9 explain the proposed text change and reasons for the change.)
7. Is this property subject to an Overlay District? Check those which may apply:  
☐ MCAS-AO Airport Overlay District/MCAS ☐ MD Military Overlay District  
☐ BC-AO Airport Overlay District/Beaufort County ☐ RQ River Quality Overlay District  
☐ CPO Cultural Protection ☐ TDR Transfer of Development Rights  
☐ CFV Commercial Fishing Village
8. The following sections of the Community Development Code (CDC) (see attached sheets) should be addressed by the applicant and attached to this application form:
  - a. Division 7.3.20 and 7.3.30, Comprehensive Plan Amendments and Text Amendments.
  - b. Division 7.3.40, Zoning map amendments (rezoning).
  - c. Division 1.6.60, Planned Unit Developments (PUDs) Approved Prior to Dec. 8, 2014
  - d. Division 6.3, Traffic Impact Analysis (for PUDs)

RECEIVED

NOV 20 2018

Community  
Development Dept.



9. Explanation (continue on separate sheet if needed): I AM PLANNING  
ON CLEANING UP THIS AREA AND RESTORING  
A USER FRIENDLY ENVIRONMENT WITH THE OPTION  
TO HAVE EXISTING ZONING EXTENDED TO INCLUDE  
#5 #7 + #9 KATY CIRCLE LOTS

LOT MAPS INCLUDE R200-15-310/15-734/15-302A/15-308

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proof for the proposed amendment rests with the owner.

[Signature] 11-19-2018  
Signature of Owner (see Item 5 on page 1 of 2) Date  
Printed Name: THOMAS KOLEN Telephone Number: 608 781 7213  
Address: W3615 CEMETERY LANE, COON VALLEY, WI 54623  
Email: GONE FISHIN USA 2 @ YAHOO.COM  
Agent (Name/Address/Phone/email): JAMI RANKIN / 843.321.2187 / rankin.jami@gmail.com

UPON RECEIPT OF APPLICATIONS, THE STAFF HAS THREE (3) WORK DAYS TO REVIEW ALL APPLICATIONS FOR COMPLETENESS. THE COMPLETED APPLICATIONS WILL BE REVIEWED FIRST BY THE BEAUFORT COUNTY PLANNING COMMISSION SUBCOMMITTEE RESPONSIBLE FOR THE AREA WHERE YOUR PROPERTY IS LOCATED. MEETING SCHEDULES ARE LISTED ON THE APPLICATION PROCESS (ATTACHED). COMPLETE APPLICATIONS MUST BE SUBMITTED BY NOON THREE WORKING DAYS AND FOUR (4) WEEKS PRIOR FOR PLANNED UNIT DEVELOPMENTS (PUDs) OR THREE (3) WEEKS PRIOR FOR NON-PUD APPLICATIONS TO THE APPLICABLE PLANNING COMMISSION MEETING DATE.

PLANNED UNIT DEVELOPMENT (PUD) APPLICANTS ARE REQUIRED TO SUBMIT FIFTEEN (15) COPIES TO THE PLANNING DEPARTMENT. CONSULT THE APPLICABLE STAFF PLANNER FOR DETAILS.

FOR MAP AMENDMENT REQUESTS, THE PLANNING OFFICE WILL POST A NOTICE ON THE AFFECTED PROPERTY AS OUTLINED IN DIV. 7.4.50 OF THE COMMUNITY DEVELOPMENT CODE.

CONTACT THE PLANNING DEPARTMENT AT (843) 255-2140 FOR EXACT APPLICATION FEES.

FOR PLANNING DEPARTMENT USE ONLY:

Date Application Received:  
(place received stamp below)

Date Posting Notice Issued:

Application Fee Amount Received:

Receipt No. for Application Fee:



12-28-2018

Dear Beaufort County Council

My name is Tom Kolen and I have owned most of the Katz circle property that we hope to have zoning lines extended since the Eighties when I got out of the USMC. I had previously operated a welding business from that location and hope to have the Council please consider my request so that I can possibly have a small landscape or similar business there now that I have retired and am no longer working on the road welding. I have cleaned up the area and have spent some of my retirement funds to help bring the area back to a nice area for family's to want to be in. I believe my Property checks all the Boxes To help this neighborhood and hope you will approve this life long hope I had for this Property. THANKS TOM KOLE.



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

PO Amendment for New Riverside Park Conceptual Master Plan Project

#### Council Committee:

Natural Resources

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

Increase the current contract/PO amount by \$21,000 for additional services needed for the New Riverside Conceptual Master Plan project.

#### Points to Consider:

1) Wood and Partners was hired in May 2018 to complete the New Riverside Regional Park Conceptual Master Plan (\$32,500), 2) It was unknown at the time of contracting that a PUD amendment would be needed to move the plan through the Town of Bluffton permitting process, 3) The current contract allows for the County to request additional services, 4) Approval of additional services needed prior to the expiration of the current PO and contract terms.

#### Funding & Liability Factors:

Increase the current PO by \$21,000 to accommodate additional services necessary for a PUD amendment and permitting later this year.

#### Council Options:

1) Approve the PO amendment, 2) Do not approve the PO amendment

#### Recommendation:

Approve a \$21,000 increase to PO#20190296 for additional services as indicated on the attached Scope Amendment #1.



## **SCOPE AMENDMENT NO. 1**

### **AMENDMENT TO AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT**

PROJECT NAME: Conceptual Master Plan for the New Riverside Park     **County RFQ # 052517**

SCOPE AMENDMENT DATE: February 04, 2019

ORIGINAL AGREEMENT DATE: May 14, 2018

TO:     Ms. Stefanie Nagid  
         Passive Parks Manager, Beaufort County, SC  
         P.O. Drawer 1228  
         Beaufort, SC 29901-1228

FROM:     Mark Baker  
         Wood+Partners, Inc.  
         7 Lafayette Place  
         Hilton Head Island, SC 29926

### **Scope Amendment Purpose:**

Acknowledgement of additional professional services to assist with preparation, submittal and representation of New Riverside master plan documents to the Town of Bluffton. Purpose: To obtain amendment to the New Riverside PUD in order to move forward with future phased development of the passive use park. This scope amendment is limited to services for the park property only (not including Garvey Hall), will expand the scope of services originally included in the executed proposal/contract referenced above, and will require assistance from Andrews Engineering (for Civil Engineering) as well as the Owner. The scope relies on Owner provision of the following documents required for submittal to the Town:

### **Required Owner Provided Documents:**

1. Property boundary survey with written description and sealed by registered surveyor. Survey to include any easements or ROWs associated with the property
2. Names of Owners of contiguous parcels and their existing land uses
3. Current USACOE wetland delineations and active wetland permit
4. Topo at 1' contour intervals
5. Tree survey (May be able to submit color aerial photo in lieu of this requirement- will discuss with Kevin Icard prior to submittal)
6. Utility Services- letters of intent to serve (for utilities serving the property such as water, sewer, power, fire/EMS, Sherriff's Dept., Natural Gas, telecom, etc.)
7. Narrative describing emergency access and any other land management provisions such as timber harvesting, prescribed burning, etc.
8. Proposed access agreement
9. Applicant authorization letter (allowing for a County Agent to sign application)

### **Scope Change/Additional Professional Services (WPI Team):**

1. Following completion of master plan, review application and PUD Amendment process with Kevin Icard, Town of Bluffton Planning Department. (1 Pre-Application Mtg.)
2. Fill out application form and respond to all application checklist items (see attached application checklist)
3. Develop narrative supporting traffic approach (reliance on previous traffic study, previous land uses, etc.) & lack of need for Traffic Impact Analysis.
4. Develop narrative supporting open space/pedestrian connectivity, parking, storm water, emergency access and land management approaches (emergency access and land management narrative provided by Owner)

**AMENDMENT TO AGREEMENT BETWEEN CLIENT AND  
 LANDSCAPE ARCHITECT (SCOPE AMENDMENT NO. 1)  
 Conceptual Master Plan for the New Riverside Park**

5. Develop concept utility plans and brief narrative describing same
5. Develop and provide document(s) illustrating: all access points and intersections within 1000' of property; name & location of all existing easements, roads, public ROWs, utilities within 200' of property; critical lines & flood zones, etc.
6. Package documents for submittal and deliver to Town of Bluffton
7. Review submittal with Kevin Icard (1 meeting)
8. Respond to Town Staff review comments prior to Development Review Committee meeting
9. Represent project at Development Review Committee meeting (1 meeting)
10. Update documents following DRC meeting and resubmit for Planning Commission review
11. Represent project at Planning Commission Meeting (1 meeting).
12. Update documents following Planning Commission meeting and resubmit for Town Council review
13. Represent project at Town Council Meeting (1 meeting).
14. Continued coordination and ongoing project representation/ management.

**Subsequent and/or Additional Services:**

1. Services to investigate, survey or prepare permits or updates for environmental conditions such as wetlands and critical lines, endangered species, cultural resources or hazardous waste.
2. Providing surveying, boundary descriptions or platting services.
3. Providing legal services of the services of professional consultants beyond those listed above for the project.
4. Master plan approval services for Garvey Hall property.
5. Services to investigate soils or geotechnical conditions.
6. Providing more trips, meetings, workshops, presentations or services than those specified.
7. Preparing submittals to other entities.
8. Meetings or coordination with homeowners associations or user groups.
9. Notifying (via mailing) surrounding landowners of Amendment application.

**Compensation:**

WPI proposes to provide the services outlined above, plus reimbursable expenses. These additional services shall be provided on a lump sum basis.

1. Additional Services .....\$21,000.00

Please sign and return to WPI as a sign of your acceptance.

Sincerely, **Wood+Partners Inc.**

*Mark L Baker*

Mark L Baker, ASLA  
 President

cc: Kyle Theodore

**Accepted by:**  
**Beaufort County, South Carolina**

\_\_\_\_\_  
 L.S.

Name:  
 Title:  
 Date:\_\_\_\_\_



## CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

**THIS AGREEMENT** (the "Agreement") is made this 14th day of May 2018, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Wood and Partners, Inc. (hereinafter referred to as "Contractor").

WITNESSETH:

**WHEREAS**, the Contractor and the County desire to enter into an agreement relating to the creation of a conceptual master plan for New Riverside Passive Park, subject to the terms, specifications, conditions and provisions of the request for proposal as heretofore mentioned.

**NOW, THEREFORE**, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.
- D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Contractor and County. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- E. It is understood that this Agreement shall be considered exclusive between the parties.
- F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of the Agreement.

**NOW, THEREFORE**, in consideration of mutual covenants contained herein, the parties agree as follows:

## **ARTICLE 1 DESCRIPTION**

The scope of work consists of but is not limited to: Conceptual Master Plan Services for the New Riverside Passive Park. Beaufort County. This Agreement shall consist of all the terms, conditions, specifications and provisions contained in RFQ 052517 dated April 26, 2017 (Exhibit "A") and the Contractor's Proposal dated May 25, 2017 and attached as (Exhibit "B") both of which are made a part hereof and incorporated herein by reference.

## **ARTICLE 2 LIABILITY**

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder. Further, Contractor's liability to the County and any other party for any losses, injury or damages to persons or properties or work performed arising out of/in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to the Contractor from the County hereunder.

## **ARTICLE 3 INDEMNIFICATION AND HOLD HARMLESS**

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all third party liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees; provided, however that any such liability or damages shall be reduced to the extent caused by the acts or omissions of the County.

## **ARTICLE 4 ASSIGNMENT**

Contractor shall not assign or subcontract any rights or duties of this Agreement, except to an affiliated company, without the expressed written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or subcontract without the written consent of County shall be void and this Agreement shall terminate at the option of the County.

## ARTICLE 5 TERM

The initial term of this Agreement shall begin 1 June 2018 and end on 31 May 2019.

## ARTICLE 6 COMPENSATION

KAT Compensation is based on Contractor's proposed fee as outlined in their proposal. The County's cost of this Agreement through the term of the contract will not exceed \$32,500 (thirty two thousand five hundred dollars) subject to the terms and conditions of this Agreement. *+ Reimbursable Expenses as agreed to in 5-18-18 email, Exhibit C, attached.*

The County and the Contractor agree that the Contractor will track the overall cost of each task and will advise the County in writing PRIOR TO exceeding the maximum cost delineated in this Article. This Scope of Work may be modified in the future by mutual agreement of the County if needed to re-allocate fees among these tasks or to adjust the maximum cost not to exceed.

Work performed on this Contract will be accounted for separately by the Contractor and the County will be invoiced on a monthly basis for work performed under this Contract; provided, however that the above referenced service fee will be billed and paid annually. Payments will be made as outlined in Article 18.

## ARTICLE 7 INSURANCE

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's RFQ 052517.

INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and Risk Management and with a special notation naming Beaufort County as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

1. Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.



2. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
3. Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
4. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.
6. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

## **ARTICLE 8 DEFAULT**

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

## **ARTICLE 9 TERMINATION**

In the event that Contractor fails to perform (or fails to commence the cure of any breach, which shall be diligently prosecuted in good faith) the services described within five (5) business days of its receipt of a written demand from the County, County may terminate the Agreement immediately upon notice provided such notice is at least five (5) business days following the County's notice of non-performance. In the event that the County breaches any of the terms of this Agreement including, but not limited to, non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from the Contractor, Contractor may

terminate the Agreement immediately upon notice, provided such notice is at least fifteen (15) business days following the Contractor's notice of breach. Upon such termination, the County has the right to award a Contract to an alternate contractor.

#### **ARTICLE 10 COUNTY RESPONSIBILITIES**

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

#### **ARTICLE 11 FORCE MAJEURE**

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather. Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

#### **ARTICLE 12 SEVERABILITY**

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

#### **ARTICLE 13 INDEPENDENT CONTRACTOR**

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

#### **ARTICLE 14 NOTICE**

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that

could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed as follows:

County: Interim Beaufort County Administrator  
Attn: Mr. Josh Gruber  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

Beaufort County  
Attn: Beaufort County Purchasing Director  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

Contractor: Wood and Partners Inc.  
7 Lafayette Place  
Hilton Head, SC 29926

#### **ARTICLE 15 CHANGE ORDERS**

Should the Scope of Work as noted in Article I of this Agreement change as a result of:

- a) County requested changes to the approved Scope of Work, or
- b) Increase in work needed to complete any approved Change Order as a result of unexpected occurrence outside of the control of the Contractor, or
- c) The County requests additional Change Orders from the Contractor,

Then the Contractor will prepare and submit to the County an amendment to the applicable Change Order, or where no Change Order is in place of such additional services, the Contractor will prepare a Change Order for the County's review. No additional services will be undertaken by the Contractor without the approval of a Change Order or Change Order Amendment by the County.

#### **ARTICLE 16 AUDITING**

The Contractor shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Agreement, which are routinely prepared, collected or compiled by the Contractor during the performance of this Agreement.

#### **ARTICLE 17**

## **GRATUITIES**

The right of the Contractor to proceed or otherwise perform this Agreement, and this Agreement may be terminated if the County Administrator or his appointed designee determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

## **ARTICLE 18 INVOICES**

All invoices for work done under this Agreement should be directed to Stefanie M. Nagid, for Beaufort County Community Development Department.

Located at:

PO Drawer 1228  
Beaufort, SC 29901

Invoices should include:

- a) Period of time covered by the invoice
- b) Summary of work performed for the billing period
- c) Purchase order and Contract Number
- d) Tax Identification Number
- e) Schedule of Values
- f) Division #
- g) Description of work
- h) Work completed
- i) Balance to finish
- j) Retainage
- k) Change orders

Unless otherwise indicated, all invoices must be timely and accurate. The Contractor will make periodic requests for payment for this Agreement and approved Change Orders. Invoices will be itemized by Scope of Work tasks and Change Order number.

## **ARTICLE 19 PURCHASE ORDERS**

The County will issue Purchase Orders from properly executed requisitions for this Agreement and each approved Change Order. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.

## **ARTICLE 20**

## ORDER OF DOCUMENTS

The following are incorporated into and made a part of this Agreement by reference:

- a) RFQ and Bid Response

## ARTICLE 21 TOTAL AGREEMENT

This Agreement constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

### WITNESSES:

Cheryl H. Harris  
Suzanne M. Davis

**BEAUFORT COUNTY**, a political  
Subdivision of the State of South Carolina

Signature: [Signature]  
Name: Josh Gruber, Interim County  
Administrator  
P. O. Drawer 1228  
Beaufort, SC 29901-1228  
Phone: 843-255-2026  
Fax: 843-255-9403  
Date: 5-15-18

### WITNESSES:

[Signature]  
Jodi Kerdeeth

**Wood and Partners Inc.**

Signature: [Signature]  
Name: Kyle H. Theodore  
Address: P.O. Box 23949, HHI, SC 29925  
Phone: (843) 681-6618 ext 236  
Email: ktheodore@woodandpartners.com  
Date: 5.21.18



EXHIBIT C  
(Reimbursable Expenses)

**Kyle Theodore**

---

**From:** Thomas, Dave <dthomas@bcgov.net>  
**Sent:** Friday, May 18, 2018 12:05 PM  
**To:** Kyle Theodore  
**Cc:** Myers, Marlene; Greenway, Eric; Nagid, Stefanie  
**Subject:** RE: New Riverside Park- Reimbursable Expense Question

No problem, we will make the change to the purchase order when your invoices come in.  
Thank you,  
Dave

---

**From:** Kyle Theodore [mailto:KTheodore@woodandpartners.com]  
**Sent:** Friday, May 18, 2018 11:57 AM  
**To:** Thomas, Dave; Myers, Marlene; Nagid, Stefanie; Greenway, Eric  
**Cc:** Linda Youst  
**Subject:** RE: New Riverside Park- Reimbursable Expense Question

Dave:

Per our discussion, we will not exceed 10% of the contract amount for reimbursable expenses that are defined in our original proposal response just below the fee number. These costs will only be billed "as accrued" with each monthly invoice and will be defined when billed. Should you have any additional questions or concerns, please don't hesitate to call.

Thanks and have a great weekend-  
Kyle

Kyle H. Theodore  
Principal



**Wood+Partners Inc.**  
Landscape Architects / Land Planners  
Hilton Head Island Tallahassee

7 Lafayette Place  
Hilton Head Island, SC 29925  
(843)681-6618 Ext. 236  
(843)681-7086 fax  
[www.woodandpartners.com](http://www.woodandpartners.com)

**From:** Thomas, Dave [mailto:dthomas@bcgov.net]  
**Sent:** Friday, May 18, 2018 11:43 AM  
**To:** Myers, Marlene; Kyle Theodore; Nagid, Stefanie; Greenway, Eric  
**Cc:** Linda Youst  
**Subject:** RE: Message from Unknown sender (8436816618)

What is your additional cost?

**Dave Thomas**  
**Dave Thomas, CPPO, CPPB**  
**Purchasing Director**  
**Beaufort County**



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

Mitchelville Freedom Park Survey Funding Request

#### Council Committee:

Natural Resources

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

Stefanie Nagid, Passive Parks Manager

#### Issues for Consideration:

The Mitchelville Preservation Project and the Town of Hilton Head Island are requesting the County to fund \$16,000 for a tree and topographic survey to be completed by Coastal Surveying Company of the Town-owned Mitchelville Freedom Park (23 acres) towards the completion of the Mitchelville Master Plan.

#### Points to Consider:

County Council approved up to \$250,000 of Rural and Critical Lands Preservation Program funding to be used towards the creation of the Mitchelville Master Plan. The approved bidder for that project is currently under contract for \$215,555. The Master Plan cannot be completed without the tree and topo survey. The MPP Director and Town believes the cost of the survey should be covered under the County's committed amount since the combined planning contractor and survey costs remain under the maximum amount (\$231,555 total).

#### Funding & Liability Factors:

\$16,000 to be obligated from the Rural and Critical Lands Preservation Program fund.

#### Council Options:

Approve the funding request amount and source. Approve the funding request amount and designate a different source. Do not approve the funding request.

#### Recommendation:

Approve the funding request amount and source.



December 17, 2018

Ahmad Ward  
Executive Director  
Mitchelville Preservation Project  
843-255-7301  
[exploremitchelville.org](http://exploremitchelville.org)

RE: Boundary, As-built, Tree and Topographic Survey of Mitchelville Freedom Park on Hilton Head Island in Beaufort County, SC.

Atlas Surveying has proposed to do the following work:

1. Provide a boundary, as-built, tree and topographic survey of Mitchelville Freedom Park (approximately 23 acres), formally known as "Fish Haul Creek Park". The **fee for this service will be \$22,800.**
2. (optional) Provide a tree and topographic survey of the beach front area contiguous with the upland area of the property. The **fee for this service will be \$3,000.**

Sincerely,

A handwritten signature in blue ink, appearing to read "J. W. Reeder", is written over a light blue horizontal line.

Jeremy W. Reeder, PLS  
Atlas Surveying, Inc.

The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. The undersigned is the owner or has permission from the owner to authorize Atlas Surveying, Inc., to complete the work specified in this proposal and has the necessary authority to grant Atlas Surveying, Inc. access to the subject property to complete any and all actions necessary to complete this work. Please sign this original agreement and return it to Atlas Surveying, Inc. as an act of acceptance and notification for Atlas Surveying, Inc. to begin work. Payment will be made as outlined above.

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

**From:** [Ahmad Ward](#)  
**To:** [Nagid, Stefanie](#)  
**Subject:** Fwd: Coastal Surveying Co. Contact: Request for quote  
**Date:** Thursday, February 7, 2019 4:36:06 PM

---

I tried to get a quote on an official document, but I haven't received it yet. Here's the email from Coastal Surveying that at least states the price. I hope this helps.

Ahmad

Ahmad Ward  
Executive Director  
Mitchelville Preservation Project  
843-255-7301  
[exploremitchelville.org](http://exploremitchelville.org)

**"Where Freedom Began"**

----- Forwarded message -----

**From:** Coastal Surveying Co., Inc. <[csurvey@aol.com](mailto:csurvey@aol.com)>  
**Date:** Wed, Feb 6, 2019 at 8:54 AM  
**Subject:** Re: Coastal Surveying Co. Contact: Request for quote  
**To:** <[award@exploremitchelville.org](mailto:award@exploremitchelville.org)>

Good Morning Mr. Ward,

Based on your requirements listed below, our conversations and plats provided Coastal Surveying Company, Inc. would like to submit a quote of \$16,000.00 to preform this survey.

Thank you for the opportunity to submit this quote. Please let us know if you would for us to proceed.

Yours Truly,  
Robin Meador  
Coastal Surveying Co., Inc.  
149 Riverwalk Blvd.  
Suite 18 Box 193      **(Mailing)**  
Ridgeland, SC 29936

49 Riverwalk Blvd. Bldg. 8  
Ridgeland, SC 29936      **(Physical)**  
843.645.4446(T)  
843.645.2118(F)

-----Original Message-----

From: Ahmad Ward <[award@exploremitchelville.org](mailto:award@exploremitchelville.org)>

To: csurvey <[csurvey@aol.com](mailto:csurvey@aol.com)>

Sent: Fri, Feb 1, 2019 10:57 am

Subject: Coastal Surveying Co. Contact: Request for quote

To:

Webmaster

Name:

Ahmad Ward

Phone:

8432557301

Email:

[award@exploremitchelville.org](mailto:award@exploremitchelville.org)

Subject:

Request for quote

Message:

Good morning,

I am writing to request a quote for services to survey the Historic Mitchelville Freedom Park (formerly known as Fish Haul Creek Park) in preparation for the creation of a cultural attraction on this site. We would need Boundary, Tree and Topographical surveys for the 23 acres in the Park.

Services requested:

- Recover, locate and flag existing property corners
- Set and flag any missing property corners
- Confirm field locations to recorded deeds and plats
- As built all obvious, visible, above ground and readily accessible improvements with elevations
- Locate any obvious, visible, above ground and readily accessible utilities
- Tree survey to the Town of Hilton Head standards
- Topographic survey with spot elevations and 1ft. contours
- Set 3 site benchmarks with elevations to NAVD 88 Datum
- Orient survey plat to SC Grid using GPS
- Provide all of the above on a base survey
- Provide an electronic file, a .pdf and up to 5 certified paper copies

I would need a quote by February 6th, if not before. Please let me know if you have any questions.

Thanks!

Akismet Spam Check: passed

Sent from (ip address): 64.53.113.254 (64.53.113.254)

Date/Time: February 1, 2019 10:57 am

Coming from (referer): <http://www.coastalsurveyingsc.com/contact-us/>



February 4, 2019

Ahmad Ward,  
Executive Director,  
Mitchelville Preservation Project

Re: Historic Mitchelville Freedom Park

Dear Ahmad,  
Further to your recent enquiry, regarding the above-mentioned project I take pleasure in submitting the following proposal for your consideration. This estimate includes for an area of approximately 23 acres, but will exclude most of the beach area.

**Asbuilt, Boundary, Tree and Topographic Survey**

- Property corners will be located, flagged and reset if missing.
- Field locations will be compared to deeds and plats of record
- All improvements will be located.
- Trees, 6" and up, will be shown with species.
- Surface and overhead utilities will be shown, and if flagged by others, underground utilities will be shown
- Topography will be shown with contours at a 1' interval and spot elevations.
- Horizontal and vertical control, on the SC State Planes system, will be provided for future reference. At least 3 bench marks will be provided.
- The OCRM critical Line will be delineated and certified.
- The survey will be provided in AutoCAD, on 5 hard copies and a PDF file.

Estimated cost \$18,250

Estimated time for delivery is 14 – 21 days.

I trust that this is in order and assure you of our commitment to provide a professional and prompt service.

Sincerely,



Mark Renew  
For Sea Island Land Survey, LLC



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Passive Park Bond Funding Resolution

#### Council Committee:

Natural Resources

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

Stefanie Nagid, Passive Parks Manager

#### Issues for Consideration:

Council to consider a formal dedication of funding towards passive park improvement projects from the Rural and Critical Lands Preservation bond funding. All Tier 1 and Tier 2 priority projects, and some Tier 3 projects, could be completed with this dedicated funding request.

#### Points to Consider:

1) The 2012, 2014, and 2018 bonds state that an amount "not to exceed 20%" of those respective bond totals may be used to improve existing and newly acquired lands. 2) Formal dedication of funding will allow for more efficient planning on both the acquisition and park improvement sides of the Program. 3) Formal dedication of funding will reduce/remove competitive conflicts between the acquisition and park improvement sides of the Program. 4) A firm budget allows both sides of the Program to have a clear vision for project goals.

#### Funding & Liability Factors:

20% of each of the three bonds totals \$14 million, some of which has already been expensed and obligated, therefore \$10.6 million is requested from what is available from previous bonds (\$5.6M) and what will become available with the new bond (\$5M).

#### Council Options:

1) Approve the resolution as written, 2) Approve the resolution with revisions, 3) Do not approve the resolution

#### Recommendation:

Approve the Resolution as written to Support the Passive Parks Program and recommend to County Council for the March 25, 2019 agenda.

**RESOLUTION 2019 / \_\_**

**A RESOLUTION TO SUPPORT THE PASSIVE PARKS PROGRAM**

**WHEREAS** Beaufort County has been a frontrunner among local governments in land preservation since 1999 with the creation of the Rural and Critical Land Preservation Program, and;

**WHEREAS** the 2012, 2014, and 2018 Land Preservation Bond referenda passed with 62%, 73%, and 70% approval, respectively, by the citizens of Beaufort County, and;

**WHEREAS** the 2012, 2014, and 2018 Land Preservation Bond referenda state that an amount not to exceed 20% of the funds may be used to improve existing and newly acquired open space and natural areas protected under the Program, and;

**WHEREAS** Beaufort County has acquired over 13,000 acres of fee-simple properties with Land Preservation funding, and anticipates acquiring additional fee-simple properties with Land Preservation funding, and;

**WHEREAS** Beaufort County understands and recognizes the benefits of open space and passive recreation on community health and vibrancy, tourism, education, and quality of life for its citizens, and;

**WHEREAS** Beaufort County believes and supports that the preserved lands should be publically accessible with passive recreation improvements, and;

**WHEREAS** Beaufort County adopted the Passive Parks Public Use Work Plan (Resolution 2018/22) on October 22, 2018, and the Passive Parks Ordinance (2018/53) on December 10, 2018.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** provides \$5.6 million from the 2012 and 2014 remaining Land Preservation Bond funding and \$5 million from the 2018 Land Preservation Bond funding towards the Passive Parks Program for the implementation of passive recreation on County fee-simple owned Rural and Critical Preservation lands.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council



# Passive Park Bond Funding Resolution

PRESENTER: STEFANIE M. NAGID, PASSIVE PARKS MANAGER

TO: NATURAL RESOURCE COMMITTEE, FEBRUARY 18, 2019

# Background

- ▶ 2012 and 2014 bond referenda state that an amount “not to exceed 20%” of those respective bond totals may be used to improve existing and newly acquired lands.

▶ 2012 \$25M Bond	\$5,000,000
▶ 2014 \$20M Bond	<u>+ \$4,000,000</u>
▶ TOTAL for Park Improvements	\$9,000,000





# Background

## ► In November 2018...

- Total RCLP fund revenues
  - \$9M may be used for park improvements
- Land acquisition expenses
  - Acquisitions, associated costs and fees, BCOLT contract
- Park Improvement expenses
  - Factory Creek, Duncan Farms, Okatie Regional Preserve, Fort Fremont, Crystal Lake (I/II)
- Unobligated bond fund balance
  - \$6,478,150 remaining for park improvements
    - \$9M available - \$2.5M expenses



# To Date

- ▶ As of January 2019...
  - ▶ Unobligated bond fund balance
    - ▶ Whitehall purchase, associated costs and fees, BCOLT contract
  - ▶ Upcoming land acquisitions
    - ▶ 2 land purchases and BCOLT contract through June 2019
  - ▶ **Remaining for Park Improvements**



# To Date

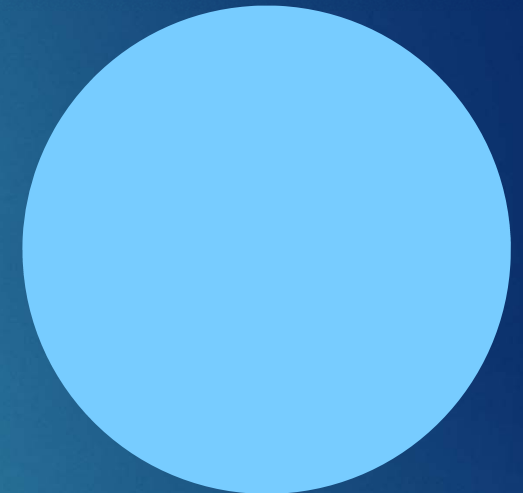
- ▶ Upcoming 2018 bond referendum \$25,000,000
  - ▶ Park Improvements “not to exceed 20%” (-) \$5,000,000
- ▶ Requesting the past bond and the upcoming bond amounts that are available and may be used for park improvements be clearly designated as such using direct language that eliminates ambiguity

$$\begin{aligned} & \$5,600,000 \text{ (existing)} + \$5,000,000 \text{ (upcoming)} = \\ & \quad \quad \quad \mathbf{\$10,600,000} \end{aligned}$$



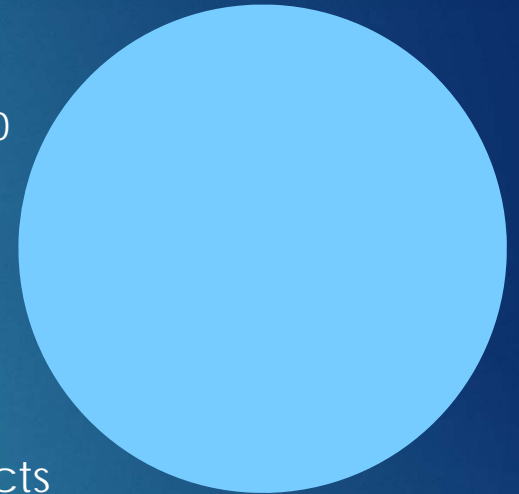
# Park Projects (\$10,600,000)

- ▶ Current Contracts = \$1,445,173 (\$9,154,827 remains)
  - ▶ Crystal Lake Trail Planning = \$25,000
  - ▶ Widgeon Point Civil Drawings = \$37,200
  - ▶ Fort Fremont Interpretive Center Construction = \$1,029,973
    - ▶ Need to include 10% contingency for latrine move (\$103,000)
  - ▶ Mitchelville Master Plan = \$250,000
- ▶ Upcoming Construction = \$2,575,000 (\$6,579,827 remains)
  - ▶ Crystal Lake Trail Construction = \$1,000,000
  - ▶ Widgeon Point Park Construction = \$1,000,000
  - ▶ Mitchelville Phase I Construction\*: \$575,000
    - ▶ \*May come out of another fund, but planning for it just in case



# Park Projects

- ▶ Upcoming Priorities = \$3,700,000 (\$2,879,827 remains)
  - ▶ Fort Fremont Safety/Security: \$750,000
  - ▶ Whitehall Park Planning and Phase I Construction = \$250,000
  - ▶ Fort Frederick Planning/Construction: \$500,000
  - ▶ Mobley Civil Drawings/Construction: \$1,100,000
  - ▶ Okatie Marsh Planning/Construction: \$1,100,000
  
- ▶ Future Possibilities = \$2,879,827 to put towards Tier 3 Projects
  - ▶ Pinckney Point
  - ▶ Okatie River (aka Graves)
  - ▶ Ford Shell Ring
  - ▶ Etc...







---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

RFP #011719 Lease Agreement recommendation for Daufuskie Marsh Tacky Society for the lease of the Beaufort County owned Duncan Farms

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director, Stefanie Nagid, Passive Parks Manager

#### Issues for Consideration:

1. Lease property for equestrian use at an annual rate of \$4,800 per year.
2. Initial five year term with four additional 5 year extensions upon mutual agreement by both parties.
3. Phased land improvements to include paddocks, barns, stables, a manager apartment, and fencing.

#### Points to Consider:

1. The land is currently not being used and this was the only firm interested in leasing the property.
2. The property will be maintained by the Society.
3. Four new jobs will be created.
4. Public access and education will be conducted by the Society.
5. Protection of a critically endangered horse breed in the context of their historical native Lowcountry habitat.

#### Funding & Liability Factors:

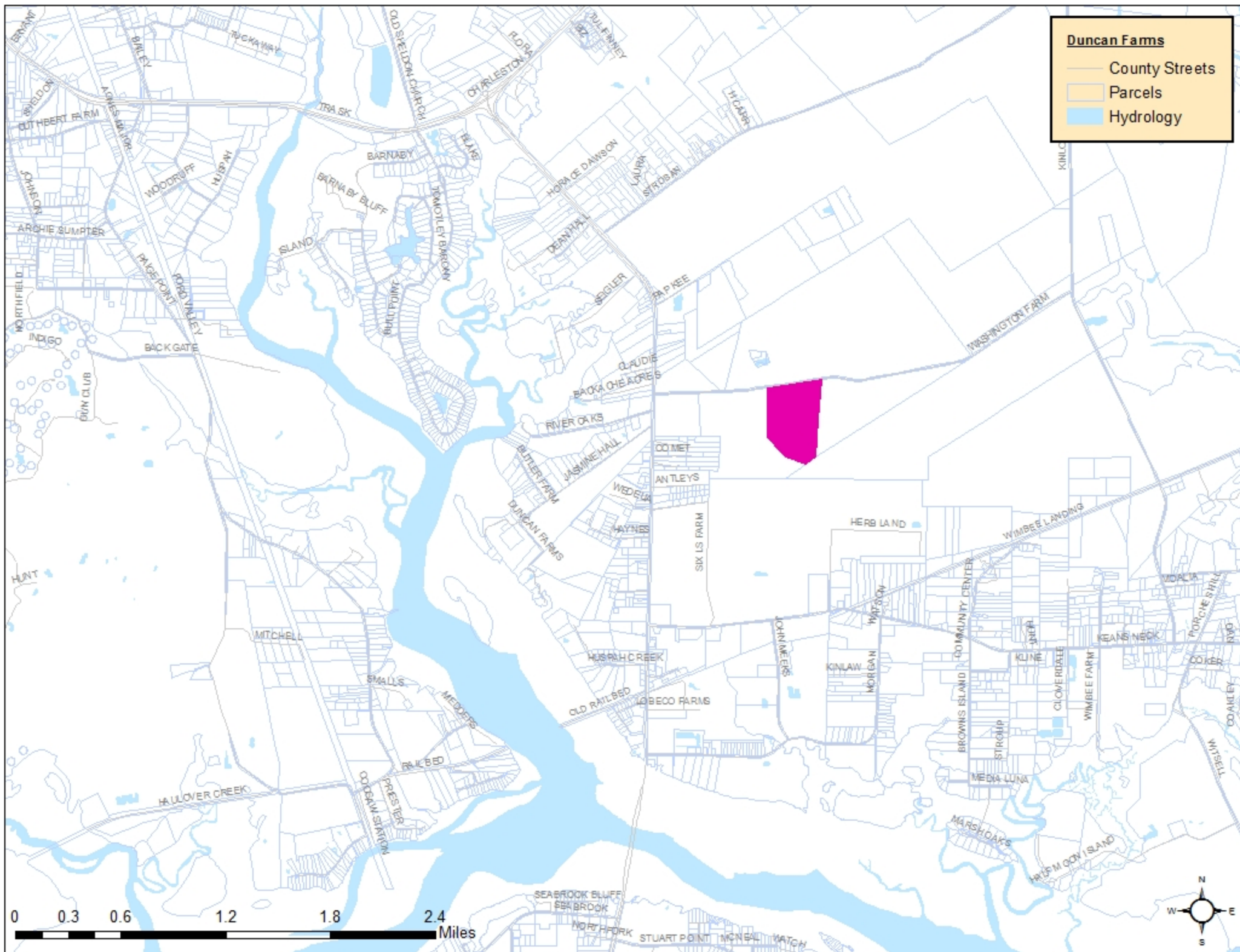
NA, the revenue will return to the passive parks operating/maintenance revenue fund account.

#### Council Options:

Approve by committee and County Council since this is real property.

#### Recommendation:

The Purchasing Department recommends that the Natural Resources Committee and County Council approves the Interim County Administrator to enter into a lease agreement with Daufuskie Marsh Tacky Society for the lease of the Duncan Farms property at an annual cost of \$4,800.

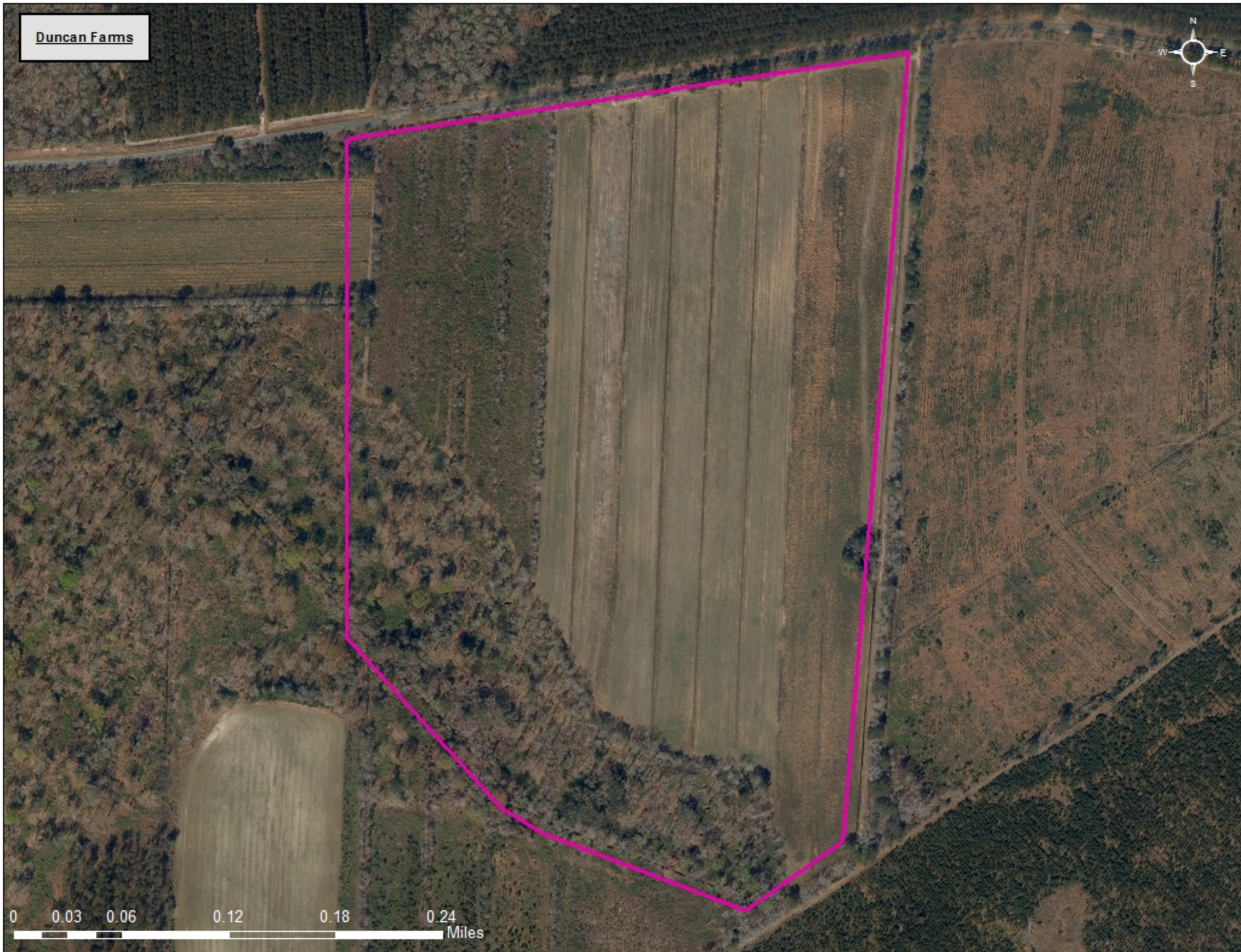




Duncan Farms

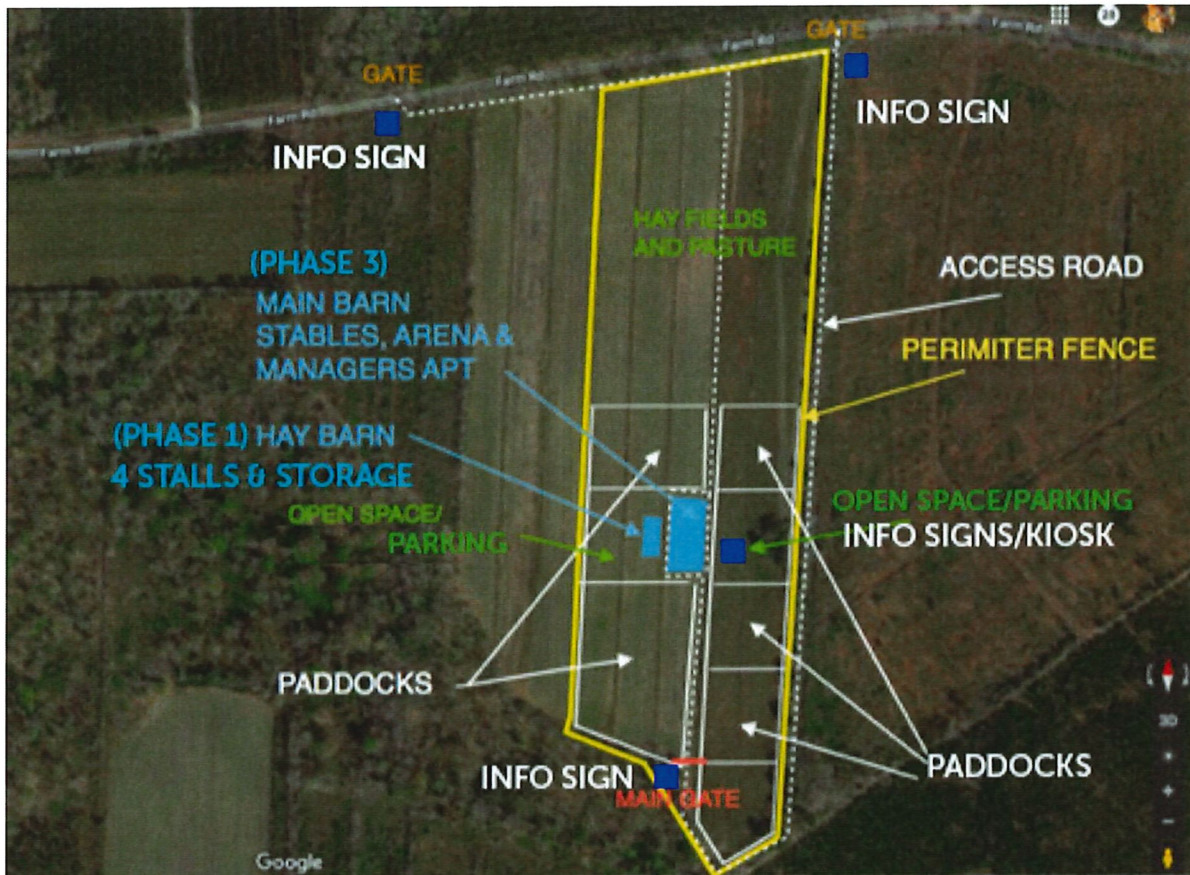


0 0.03 0.06 0.12 0.18 0.24 Miles





## SITE PLAN SKETCH



This site plan sketch is subject to change with the consultation of engineers, architects, other professionals and Beaufort County as necessary. Essentially, the property which totals 77.75 acres is divided in half. The front or western half is occupied by slow food farming or other agriculture-related activity, the back or eastern half is occupied by DMTS. The yellow perimeter fence above is an estimation of how the property would be subdivided. Traffic shall be routed through 2 gates off Washington Farm Rd via (dotted line) access road. Increases in traffic should be noticeable but without rush hours or congestion in an otherwise rural area.

Phase 1 improvements include installation of well, septic, power, perimeter fence, two paddocks and the Hay Barn which can accommodate 4 stalls, hay and equipment storage as well as info signage featuring Beaufort County approved logos, hours of operation and educational information, begin boarding 2-4 Marsh Tackies on site, launch programming offerings to the public.

Phase 2 & 3 improvements include adding additional paddocks and improving perimeter fence, adding walking/bridle path trails, overseeing pasture with native variety hay seed, digging irrigation lines, establishing manure & composting system, build arena, begin boarding 6-8 Marsh Tackies on site and increasing programming offerings to the public, constructing main barn with managers apartment on site.



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

**TO:** Councilwoman Alice Howard, Chairman, Natural Resources Committee

**FROM:** David L Thomas. CPPO. Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation

RFP 011719, Lease Agreement for Daufuskie Marsh Tacky Society for Lease of County-Owned Duncan Farms Property

**DATE:** 02/18/2019

**BACKGROUND:**

Beaufort County issued a Request for Proposals from non-profit organizations for the lease of the Duncan Farms property, located in Dale, SC, to be used for agricultural and/or equestrian activities. The Purchasing Department received responses from one organization (Daufuskie Marsh Tacky Society) on January 17, 2019. As the only bidder for this lease opportunity, the Passive Parks Manager, Stefanie Nagid, is recommending the County enter into a lease agreement with Daufuskie Marsh Tacky Society for activities as proposed by the organization. The initial contract term will begin April 1, 2019, and end March 31, 2024, with the option for four (4) additional 5-year extensions.

**VENDOR INFORMATION:**

Daufuskie Marsh Tacky Society, Daufuskie Island, SC

**COST:**

\$4,800/year

**FUNDING:**

The revenue will be credited to the Passive Parks Fund.




Funding approved:  By:  Date:

**FOR ACTION:** Natural Resources Committee meeting occurring February 18, 2019.

**RECOMMENDATION:**

The Purchasing Department recommends that the Natural Resources Committee and County Council approves the Interim County Administrator to enter into a lease agreement with Daufuskie Marsh Tacky Society for the lease of the Duncan Farms property at an annual cost of \$4,800.

Attachment:  RFP 011719 Attachments.pdf  
2.57 MB

cc: John Weaver, Interim County Administrator

Approved:  Date:

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved:  Date:

Approved:  Date:

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

Approved:  Date:

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒

**After Initial Submission, Use the Save and Close Buttons**



## Beaufort County

Purchasing Department

# Request for Proposals to Lease County Owned Property, Duncan Farms, Beaufort, South Carolina

ISSUED DATE:	November 21, 2018
RFP DUE DATE/TIME:	January 17, 2019, 3:00 p.m.
RFP NUMBER:	011719
SUBMIT RFP TO:	Purchasing Department Electronically at <a href="http://www.Bcgov.net">www. Bcgov.net</a>

*Requests for information regarding this RFP solicitation should be directed to the Purchasing Department by calling 843-255-2304 or by email at [dthomas@bcgov.net](mailto:dthomas@bcgov.net)*

## **Table of Contents**

	Page
Section I. Preface	4
Section II. Background and Purpose	5
Section III. General Information, Terms, and Conditions	6-8
Section IV. Calendar of Events	8
Section V. Terms, Conditions, and Proposal Submission Instructions	8-13
Section VI. Contract Provisions	13-18
Title VI Statement	19-20
Section VII Parcel Description	20
Section VIII. Proposal Form	20-21
Section IX. Non-Collusion Affidavit for Offeror	22
Section X. Claims Form	23
Exhibit A. Offer Form	24
Exhibit B. Sample Lease Agreement	25-30
Attachment A Location Map of Duncan Farms	31
Attachment B Aerial Map of Duncan Farms	32



**COUNTY COUNCIL OF  
BEAUFORTCOUNTY**  
**PURCHASING DEPARTMENT** POST OFFICE DRAWER  
1228 + BEAUFORT, SOUTH CAROLINA 29901-  
TELEPHONE: (843) 255-2350 FAX: (843) 255-9437

**PROPOSAL NOTICE NO. 011719**

Pages 3 to 32

**CLOSING DATE AND TIME: January 17, 2019, 3:00 p.m.**

**PROPOSAL TITLE: Request for Proposals to Lease County Owned Property. Duncan Farms. Beaufort. SC**

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

In order for your proposal to be considered, it must be submitted electronically through the County's website Vendor Registry section no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Office after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals

All submittals (see Section V, Terms, Conditions and Proposal Submission Instructions) received in response to this Request for Proposals will be rated by a County Selection Committee, based upon the Evaluation Criteria as listed on page 12. If the best offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

"Original Signed"

BEAUFORT  
COUNTY  
David L. Thomas,  
CPPO  
Purchasing Director  
(843) 255-2304

## **Section I Preface**

The Beaufort County Community Development Department is seeking proposals from non-profit organizations that wish to utilize County-owned property for agricultural and/or equestrian uses. The available property, known as Duncan Farms, is located in northern Beaufort County off of Highway 21 and Washington Farm Road (Attachments A and B). The total acreage is approximately 15 acres of wetlands and 65 acres of previously utilized farm land, which could be divided into two blocks to provide diversity of use. The County wishes to retain the agricultural nature of the site by providing the property as an opportunity for a public-private venture between the County and non-profit agricultural and/or equestrian organization(s).

<b>Proposal Title:</b>	<b>Lease, Duncan Farms</b>
<b>Proposal Notice Number:</b>	<b>RFP # 011719</b>
<b>Closing Date and Time:</b>	<b>January 17, 2019 at 3:00 PM EST</b>
<b>Pre-Proposal Meeting:</b>	<b>December 19, 2018 at 10:00 AM EST, Finance Conference Room</b>
<b>Submission Requirements:</b>	<b>One Electronic Copy</b>

All proposals received in response to this Request for Proposals (RFP) will be evaluated by a selection committee determined by the County and rated upon the evaluation criteria listed herein. If the best Offeror is clearly identified from the point summary listed in the evaluation criteria, there will not be a need for oral presentations to the County; however, if not, an oral presentation from a minimum of the top two rated firms may be required.

This solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal, to sell surplus property, or to procure or contract for the articles of goods and services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal request, if in the best interest of the County to do so.

**Questions regarding this RFP should be sent in writing (preferably via e-mail) at least ten (10) calendar days prior to the proposal closing date to the Beaufort County Purchasing Department:**

**David L. Thomas, CPPO, CPPB**  
**Purchasing Director**  
**Email: [dthomas@bcgov.net](mailto:dthomas@bcgov.net)**

Answers to questions received that change and/or clarify this solicitation will be posted on the County's website at [www.bcgov.net](http://www.bcgov.net) under the Purchasing Department's page. If it becomes necessary to revise any part of this RFP, addenda will likewise be posted on the County's website. Offerors must acknowledge in writing, receipt of all addenda in the text of their proposals.

All official correspondence in regard to the requirements, terms, and conditions should be directed to and will be issued by the Purchasing Department. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.



All material submitted in response to this RFP shall become the property of the County and will not be returned to the Offeror. The content of each Offeror's proposal shall become public information once a contract has been awarded.

## **Section II. Background and Purpose**

Beaufort County, SC is accepting sealed proposals from persons/firms interested in leasing the aforementioned parcel described above. Sealed proposals will be received by the Purchasing Department, Attn: Dave Thomas, by electronically submitting your proposal using the County's website at [www.bcgov.net](http://www.bcgov.net) and selecting the bid link on bid opportunities page. RFP's must be submitted before 3:00 p.m. on January 17, 2019, the closing date.

Interested parties may obtain the solicitation documents from [www.bcgov.net](http://www.bcgov.net). Interested parties shall submit their proposal in the format as described herein together with forfeitable certified funds to be deposited in the escrow account of the County in an amount equal to five percent (5%) of their total offer. If a contract(s) is(are) consummated, the successful Offeror will be required to submit forfeitable certified funds in the amount of fifteen percent (15%) at the time of contract execution with remaining balance due at closing.

**This Request for Proposals shall in no manner be construed as a commitment on the part of Beaufort County to award or enter into an agreement with any proposer.** Beaufort County reserves the right to waive any irregularities in any proposal, to reject any or all proposals, to request additional information or ask for clarifications from any offeror, to solicit new proposals, or to accept any proposal or no proposal at all which in the sole opinion of the County is deemed to be in the County's best interest.

**Request for information/questions regarding this Request for Proposals should be submitted in writing and as directed to below.** Any needed responses to written questions shall be distributed via the County website in the form of an addendum to this solicitation. All addenda issued by Beaufort County must be acknowledged in writing by the proposer. **It shall be the Offeror's responsibility to ensure he/she has all addenda which have been issued by visiting the County's website at [www.bcgov.net](http://www.bcgov.net).**

**Submit questions to:** Dave Thomas, CPPO, Purchasing Director, Beaufort County, PO Drawer 1228, Beaufort, SC 29901-1228 or [dthomas@bcgov.net](mailto:dthomas@bcgov.net). **The last day for questions is no later than 5:00 p.m., January 7, 2019.**

In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County go to [www.bcgov.net](http://www.bcgov.net) and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

# IMPORTANT

## ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms which begin on page 20 through 23. If necessary to have more than one upload, pricing and signed acknowledgements, etc. are to be in the first upload and the MSDS should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at [844-802-9202](tel:844-802-9202) or [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com).

**Site Visit:** Site visits are limited and may be scheduled by calling the County's Community Development Department at 843-255-2152.

### **Section III. General Information, Terms, and Conditions**

Lease of County owned property Duncan Farms located off of Highway 21 and Washington Farm Road (see Attachments A and B). The total acreage is approximately 15 acres of wetlands and 65 acres of previously utilized farm land, which could be divided into two blocks to provide diversity of use. The County wishes to retain the agricultural nature of the site by providing the property as an opportunity for a public-private venture between the County and non-profit agricultural and/or equestrian organization(s).

The selected organization(s) shall furnish all expertise, labor and resources necessary to run the organization business, as well as any requirements as defined by a lease agreement with the County including, but not limited to, any structural and/or site improvements, insurance and liability requirements, and financial considerations. Examples of organizations being sought include Extension organizations, youth agriculture clubs, school/university agriculture groups, local farm/garden clubs, native plant societies, and equestrian societies. Due to the size of the site, more than one organization may be selected.

The selected organization(s) will be required to:

- Sign a long-term lease agreement with the County, which will include liability and insurance requirements.
  - Maintain close coordination with Beaufort County's Passive Parks Manager, including quarterly status meetings and annual reporting.
  - Fund any and all site improvements necessary to accomplish the proposed activity.
  - Provide on-site public education and maintain mutually agreed upon hours of public access.
- 
- A. Beaufort County requests sealed proposals from non-profit persons/firms for the lease of the Duncan Farms property as delineated in this Request for Proposal. All proposals shall be valid for acceptance by the County through November 29, 2018.
  
  - B. The County reserves the right to reject any or all proposals and may, but is not required to, advertise for new proposals. The County further reserves the right to waive irregularities or technicalities in connection with any proposal and/or to seek additional clarifying information from any respondent.
  
  - C. Proposers are required to list, in their proposal, all claims made against the County or any department or agency of County government in the last ten (10) years, citing the caption of any litigation commenced, and any cause of action alleged against the County. The County reserves the right to reject any proposals from any person engaged in current litigation against the County.
  
  - D. Proposals will not be considered from any respondent that is in arrears or default to Beaufort County upon any debt or contract, has defaulted as surety or otherwise upon any obligation to Beaufort County, has failed to perform faithfully any previous contract with Beaufort County, or has refused to enter into a contract with Beaufort County after having been awarded same.
  
  - E. The County reserves the right to award the parcel to an individual or company that result in the highest price or the overall best interest to the County as determined by County Council.
  
  - F. Interested parties shall submit their proposal with forfeitable certified funds in the form of a bank cashier's check or bank irrevocable letter of credit, to be deposited in the escrow account of the County, in an amount equal to five percent (5%) of their total offer.
  
  - G. The awarded buyer shall be required to enter into a Purchase Agreement similar to that included herein, which will be developed upon notice of award to the successful buyer. The successful buyer will enter into such Agreement no later than April 1, 2019, and shall be required to submit forfeitable certified funds in the amount of fifteen

percent (15%) at the time of contract execution with the remaining balance due at closing.

- H. Submitted proposals must be received at the Purchasing Department, attention Dave Thomas, CPPO, by electronic method through our County Website at [www.bcgov.net](http://www.bcgov.net).

I. **Section IV Calendar of Events**  
**(This is an estimated schedule and may change)**

Issuance of RFP	November 21, 2018
Question Ask Deadline	January 7, 2018
Question Response Deadline	January 10, 2019
RFP Submission Deadline	January 17, 2019 , 3:00 p.m.
Oral Presentations	As Needed
Approximate Contract Award Date	TBD
Approximate Closing Date	TBD

**Section V Terms, Conditions, and Proposal Submission Instructions**

To be considered, proposals must be submitted to the Beaufort County Purchasing Department no later than the date and time listed in this RFP. Proposals received after that time will not be considered and returned to the Offeror unopened.

Proposals must include all requested information. Failure to respond to any requested item may cause a proposal to be deemed non-responsive.

Due to the possibility of negotiation with all compliant Offerors, the identity of any Offeror or the contents of any proposal shall not be public information until after a contract award is made; and therefore, the public **is not** invited to be present when proposals are opened.

**General Submission Instructions, Terms, and Conditions:**

1. Proposals should be prepared simply and economically, providing straightforward, information.
2. Proposals must be made in the official name of the offering firm or individual under which business is conducted.
3. The proposal cover letter and proposal form must be signed by a representative of the Offeror duly authorized to legally bind the Offeror submitting the proposal.
4. **Offerors should submit one (1) clearly identified original through our County website.**

5. Proposals should be labeled as follows:

- a. Offeror Name
- b. Proposal Title
- c. Proposal Notice Number
- d. Closing Date

**Proposals will not be accepted via fax or email. All proposals will become the property of Beaufort County upon submission.**

6. Content pages excluding cover letter, exhibits, and tab dividers shall not exceed 30 pages.

7. To achieve a uniform review process and allow for adequate and fair comparability, proposals must meet the following requirements:

- a. Include a cover letter not to exceed one page;
- b. Printed in single-space format;
- c. Printed with one-inch margins left, right, top and bottom;
- d. Font size at least 12 point
- e. Each page should be consecutively numbered.
- f. Header or Footer with the Offeror's name

8. The response should contain a cover letter and introduction, including the firm's name and address, and the name and telephone number of the person(s) authorized to represent the Offeror regarding all matters related to the proposal. The cover letter should also contain the following statement:

***"We have read Beaufort County's Request for Proposals to Lease the Duncan Farms property and fully understand its intent. We certify that we have adequate personnel and capabilities to provide the offer as stated in our proposal. We further understand that our ability to meet the criteria and provide the best value to the County shall be judged solely by the County."***

9. In addition, the cover letter must certify the following:

- a. The proposal response is genuine and is not a sham or collusive.
- b. The response is not made in the interest of or on the behalf of any person not named therein.
- c. The Offeror has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from submitting a proposal.
- d. The Offeror has not in any manner sought by collusion to secure an advantage over any other respondent.
- e. The Offeror has thoroughly examined the RFP requirements and the proposed offer includes paying for a survey, title insurance and all closing cost to cover the lease of the property.



- f. The Offeror acknowledges and accepts all terms and conditions included in this RFP.
- g. The Offeror agrees to lease the property in a manner acceptable to the County and as stipulated in the RFP and subsequent contract.
- h. The Offeror and key professionals do not have nor anticipate a potential conflict of interest with the County.
- i. The Offeror must state that it will meet the insurance requirements as required. The Offeror is specifically advised that it must maintain all required insurance (i.e. professional liability insurance/errors and omissions; comprehensive general liability insurance; automobile liability insurance; and worker's compensation insurance) for the duration of the contract.

## 10. Essential Elements of Proposals

Proposals **must include** and will be evaluated on the following:

- Cover Letter
- Grand total price offered for the Lease
- Use of property.
- Job creation possibilities
- Experience in creating a successful business on developed property
- Capital Investment in the project
- Effect on traffic

Additionally the following generally summarizes the requirements that the organization(s) shall need to demonstrate in their proposal:

- Executive Summary (1 page) – Clearly and concisely summarize the key points of the proposal.
- Introduction (5 page max) – Describe your organization, your organization's non-profit qualifications, a brief history of your organization, a summary of your organization's strategic plan, any partnerships with other non-profit organizations, the organizational chart and staffing levels, and organization accomplishments over the last 5-years.
- Work Plan (5 page max) – Describe your need for the property, what your organization wishes to accomplish on the property, a site plan sketch of structures/activities that may occur on the property, a timeline for project implementation, a description of measurable outcomes/deliverables, hours of operation, and a public education plan.
- Financial Plan (3 page max) – Provide your organization's financial resources and an estimate of project costs associated with the proposed activity, including any possible revenue payable to the County.

**Offerors must address and discuss each area contained in paragraph 10 above. Offerors should provide conceptual drawings if available with their proposal.**

## 11. Prohibition of Gratuities

It shall be unethical for any person to offer, or give, or agree to give any Beaufort County Council Member, County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

**An exception to this rule applies to individuals or firms that currently do business with the County, but shall be limited to that business and should not relate to this RFP. Failure to observe this rule may result in disqualification.**

## 12. Pre-Proposal Meeting

A formal pre-proposal meeting will be held on December 19, 2018 at 10:00 AM EST at the Finance Department Conference Room located at 102 Industrial Village Rd # 2, Beaufort, SC 29906.

## 13. Oral Presentations

The County shall have the option to invite Offerors to make oral presentations, to provide an opportunity for evaluating an Offeror through the presentation of its proposal. The County may limit the number of oral presentations conducted to those Offerors ranking highest after initial evaluation of proposals. Offerors will not be informed of their rank at the time of the oral presentations.

The time allotments and the format shall be the same for all oral presentations. Offerors will be given notice of at least two (2) business days prior to the date of an oral presentation. The County may waive the location and medium requirements of an oral presentation upon the written request of an Offeror due to special hardships, such as an Offeror with disabilities or limited resources. In these circumstances, the County may conduct oral presentations through an alternative written or electronic medium (i.e. telephone, video conference, text telephone (TTY), or Internet).

## 14. Effective Period of Proposals

Proposal responses remain in effect for at least ninety days (90) days from the submission deadline and thereafter until either the Offeror withdraws the response in writing, a contract is executed, or the RFP is canceled, whichever occurs first.

## 15. Disqualification of Proposals

Proposals received after the submission deadline will be considered late and shall be automatically disqualified.

Proposals that are not responsive or fail to comply with the mandatory requirements of this RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals can include, but not be limited to, those that fail to address or meet any mandatory item, and those submitted in insufficient number or incorrect format.

Collusion by two or more Offerors agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited, and shall be grounds for rejection or disqualification of a proposals or termination of a contract.

#### 16. Right of Rejection

Notwithstanding any other provisions of this RFP, the County reserves the right to reject all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is further within the right of the County to reject responses that do not contain all elements and information requested in this document

#### 17. Contract Negotiations

After a review of the responses and possible oral presentations, the County intends to enter into contract negotiations with one firm. Those negotiations could include all aspects of services and fees, or the contract awards may be for segments, phases, or specific tasks associated with a proposal. The County reserves the right to elect to award contracts of a limited scope for portions of this RFP as stated above. Offerors are therefore encouraged to detail the pricing associated with their proposals so that costs are indexed to specific tasks or project phases. This will allow the County to fairly evaluate and rank competitive proposals on individual components of the proposal if it is deemed in their best interest to do so. If a contract is not finalized in a reasonable period of time, the County may open negotiations with the next ranked Offeror.

#### 18. Award of Contract(s)

The Offeror to whom the contract(s) is/are awarded shall be required to enter into a written contract with the County (see sample contract included herein). This RFP and responses, or any part thereof, may be incorporated into and made a part of the final contract. Customary contract provisions are contained herein; however, the County reserves the right to negotiate the terms and conditions of the contract.

#### 19. Financial Responsibility

The Offeror understands and agrees that the County shall have no financial responsibility for any costs incurred by the Offeror in responding to this RFP. The successful Offeror shall be solely responsible for meeting all terms and conditions specified herein, its proposal, and any resulting contract. The Offeror's signature on a proposal submitted in response to this RFP guarantees that the prices submitted have been established without collusion with other eligible vendors and without effort to preclude the County from obtaining the best possible competitive proposal.

#### 20. Evaluation Award Criteria

The factors to be used in evaluating the responses will include, but are not limited to, the following:

- a. The Organization's proposal to utilize the property in an agricultural and/or equestrian manner for the benefit of the community. (0-25 points)
- b. Proposed monthly price for leasing the property. (0-15 points)
- c. Proof of experience and capability of Offeror, including recent and related experience in conducting the proposed activity on the property. (0-20 points)
- d. The overall work plan and financial resources available to conduct the proposed activity on the property. (0-25 points)
- e. Use of the Land and effect on traffic. **Property and Land use must meet all Beaufort County zoning requirements.** (0-15 points)

Total Points available up to 100 points. Points for each criteria will be established at a later date by the County Evaluation Committee.

Property use, overall job creation possibilities and lease price will be an important factor in the evaluation of responses; however, the County is not required to select the highest lease price Offered, but may select the offer that demonstrates the "best value" overall, including proposed alternatives, and that meets the objectives of this RFP. The County reserves the right to negotiate with the highest ranked respondent.

## **Section VI Contract Provisions**

**EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

**S.C. LAW CLAUSE:** Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the Offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

**OFFEROR'S QUALIFICATIONS:** Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions

of this proposal. The Purchasing Department reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein, before entering into any contract.

**OFFEROR RESPONSIBILITY:** Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

**AFFIRMATIVE ACTION:** The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

**PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

**SUBCONTRACTING:** If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful Offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

**OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

**NONRESIDENT TAXPAYERS:** If the Offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the Offeror acknowledges and understands that in the event he is awarded a contract Offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.

**BUSINESS LICENSE:** In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at [www.bcgov.net](http://www.bcgov.net) or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

**ADDITIONAL ELIGIBILITY:** Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

**INSURANCE REQUIREMENTS:** Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County,



P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

**INDEMNITY:** The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

**TERMINATION FOR DEFAULT:** The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement. The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

**TERMINATION FOR CONVENIENCE:** The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made

to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

**AWARD:** An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

**PUBLIC ACCESS TO PROCUREMENT INFORMATION:** No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

**DEVIATIONS:** Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

**ALTERNATES:** Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.

KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

## PROTEST PROCEDURES

1. Right to Protest: Any actual or prospective proposer, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
2. Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
3. Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
  - 3.1 State the reasons for the action taken; and
  - 3.2 Inform the protestant of its right to administrative review as provided in this Section.
- 3.3 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

3.4 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

3.4.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

3.4.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

3.5 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**: The Contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/Contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

**State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance by circling YES or NO.**



## COUNTY COUNCIL OF BEAUFORT COUNTY

### Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants

It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

**In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.**

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance



with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- ☐ Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- ☐ Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

**Beaufort County Government**

**Post Office Drawer 1228 ☐ Beaufort, SC 29901-1228**

**843.255.2354 Telephone ☐ E-mail: [compliance@bcgov.net](mailto:compliance@bcgov.net)**

**Section VII PARCEL DESCRIPTION**

The following Land is for Lease as is:

**1. Parcel number R700 028 000 0134 0000,**

The available property, known as Duncan Farms, is located in northern Beaufort County off of Highway 21 and Washington Farm Road (Attachments A and B). The total acreage is approximately 15 acres of wetlands and 65 acres of previously utilized farm land, which could be divided into two blocks to provide diversity of use.

**Section VIII PROPOSAL FORM**

**(Submit this Form with Proposal)**

1. We are offering \_\_\_\_\_ amount per month to lease of the Duncan Farms property as described in RFP # 011719.
2. We will provide the following capital investment and type of business that will occupy the property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Total estimated jobs and type of Business: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Respondent's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone# (    )** \_\_\_\_\_

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

**Section IX NON-COLLUSION AFFIDAVIT OF RESPONDENT**

State of South Carolina        )

County of Beaufort            )

---

being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the respondent that has submitted the attached proposal:
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such offer:
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other respondent, firm or person to fix the price or prices in the attached proposal or of any other respondent, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owners or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ My commission expires on \_\_\_\_\_

\_\_\_\_\_  
Title

**X. Claims Form-Submit with Proposal**

Respondent is required to provide in the proposal, all claims made against the County or any department or agency of County government in the last ten (10) years, citing the caption of any litigation commenced, and any cause of action alleged against the County. The County reserves the right to reject any proposals from any person or business engaged in current litigation against the County.

Provide the information (attach additional sheets if needed) in the space below. If "NONE", please indicate as such.

---

---

---

---

---

---

---

---

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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



## Beaufort County

Purchasing Department

### Exhibit A: Offer

**Proposal Title:** Lease , Duncan Farms Property located off of Highway 21 and Washington Farm Road as described in this RFP #011719.

**Proposal Notice Number:** RFP# 011719

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to Beaufort County a proposal that contains all terms, conditions, specifications and amendments in the Request for Proposals (RFP) issued by the County listed above. Any exception to the terms contained in the RFP must be specifically indicated in writing and are subject to the approval of the County prior to acceptance. The signature below certifies your understanding and compliance with the terms and conditions contained in this RFP.

Offeror (Firm) Name: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: (            ) \_\_\_\_\_

Fax Number: (            ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



## **Exhibit B Sample Contract**

COUNTY OF BEAUFORT )

)

### **LEASE AGREEMENT**

STATE OF SOUTH CAROLINA )

**IN CONSIDERATION** of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" whose mailing address is County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and \_\_\_\_\_, whose mailing address is \_\_\_\_\_, SC \_\_\_\_\_ hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

- 1. DESCRIPTION OF LEASED PREMISES.** The available property, known as Duncan Farms, is located in northern Beaufort County off of Highway 21 and Washington Farm Road , SC on Parcel Number R700 028 000 0134 0000 and the estimated total acreage is approximately 15 acres of wetlands and 65 acres of previously utilized farm land, which could be divided into two blocks to provide diversity of use.
- 2. TERM.** The term of this Lease shall be for an initial period of five (5) years, with the option for four (4) additional 5-year extensions, unless otherwise terminated as per Section 17.
- 3. RENT.** The monthly rent for the Term of this Lease is \_\_\_\_\_, which Tenant covenants to pay to Landlord on the first day of each month. A check for the Rent will be payable to Beaufort County Treasurer, with a mailing address of County of Beaufort, Attn: Controller, P.O. Drawer 1228, Beaufort, SC 29901-1228.
- 4. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.
- 5. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

**6. USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as \_\_\_\_\_ and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for any purpose other than as described in RFP #011719 and associated proposal. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

**7. TENANTS OBLIGATIONS.** Tenant agrees and shall maintain the Leased Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services that may be necessary during those dates and times that Tenant shall enjoy possession and use of the facility.

**8. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**9. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of

this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted

**10. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, sublet or grant any concession or license to use the premises or any part thereof without prior written consent of Landlord. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement immediately.

**11. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the premises. No notice will be required in emergent situations or for access or entry upon the land.

**12. INSURANCE.** Tenant must obtain any and all applicable insurance policies, including in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

**13. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

**14. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised quietly, peacefully and in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof excepted.

**15. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereof, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

**16. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**17. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon sixty (60) days' notice from Landlord to Tenant, or vice-versa, or upon the occurrence of any default event as set forth in Paragraph 15.

**18. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

**19. 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.

**20. NOTICES.** All notices hereunder by Landlord to Tenant, or vice-versa, shall be given in hand or in writing through certified mail addressed to Landlord and Tenant as indicated below. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

Landlord: Beaufort County, Attn: County Administrator, 100 Ribaut Rd., Beaufort, SC 29901

Tenant: (Name), Attn: (Name), (Street Address, City, State, Zip)

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

**LANDLORD:**

Beaufort County

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

John Weaver,

Interim County Administrator

\_\_\_\_\_  
Witness

Witness

**TENANT:**

\_\_\_\_\_ (Name of Tenant)

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

Witness

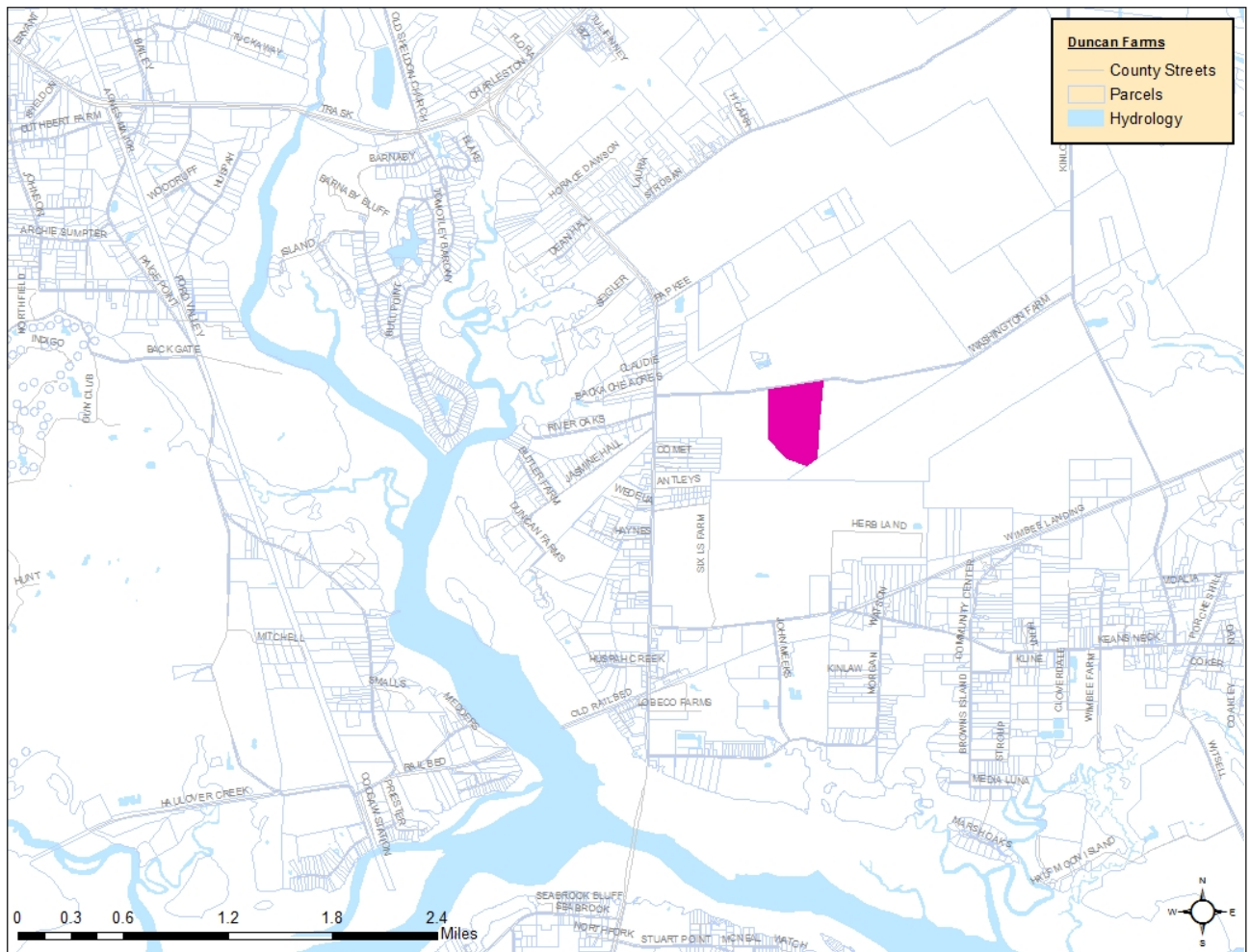
\_\_\_\_\_

Witness

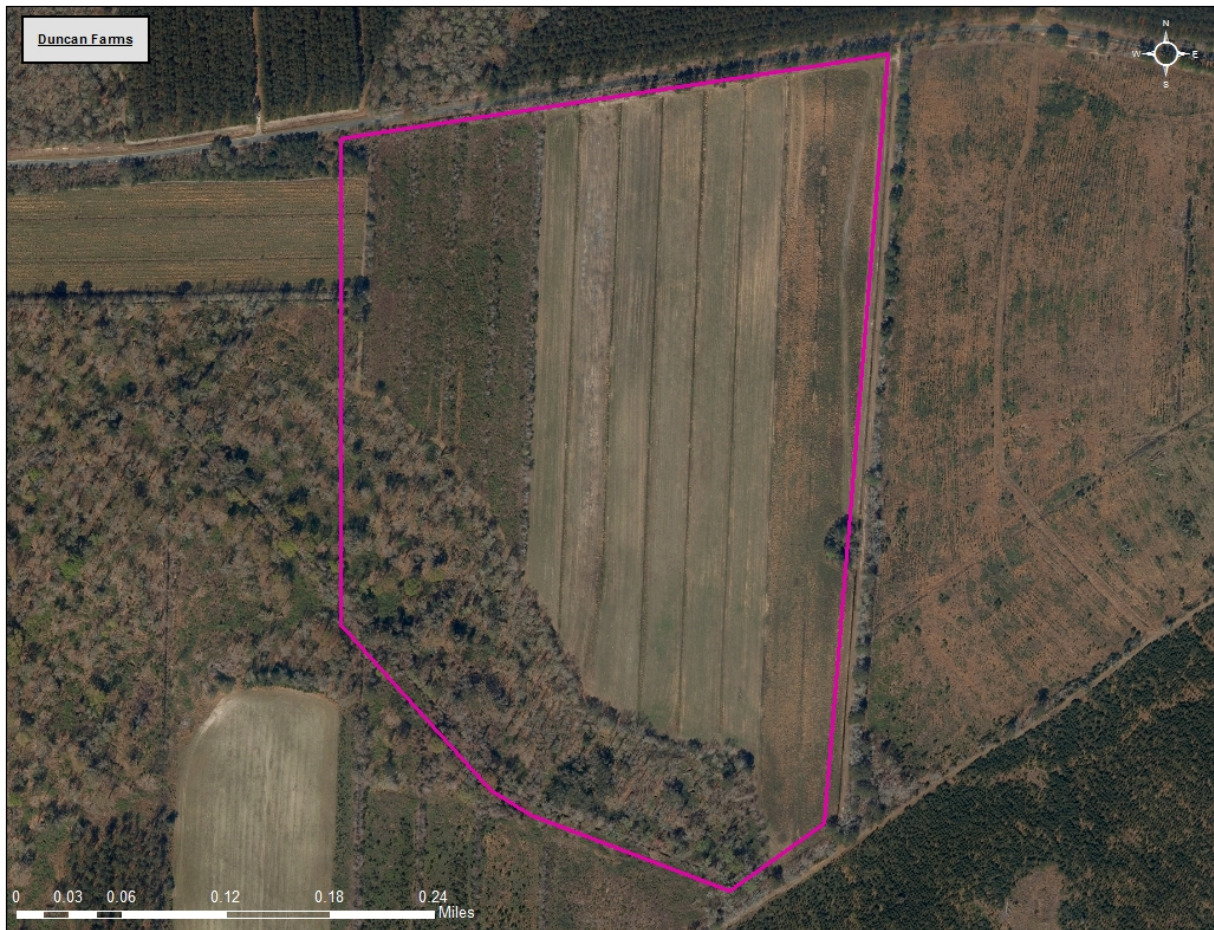
**NOTICE:** State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.



Attachment A: Location map of Duncan Farms.



Attachment B: Aerial map of Duncan Farms.





# PROJECT PROPOSAL



## A PROPOSAL FOR UTILIZATION OF DUNCAN FARMS

BY DAUFUSKIE MARSH TACKY SOCIETY



### OFFEROR CONTACT INFORMATION:

DAUFUSKIE MARSH TACKY SOCIETY  
ERICA VEIT  
FOUNDER/DIRECTOR  
94 CARVIN RD  
BOX 27  
DAUFUSKIE ISLAND, SC 29915

843-290-9119  
ERICA@DAUFUSKIEMARSH TACKY SOCIETY.ORG

# TABLE OF CONTENTS

COVER LETTER ... PG 3

EXECUTIVE SUMMARY ... PG 4

INTRODUCTON ... PG 5

WORK PLAN ... PG 9

FINANCIAL PLAN ... PG 15

ADDENDUMS ... PG 17

EXHIBIT A ... PG 20

## COVER LETTER

Dear Beaufort County Community Development Department,

The Offeror, Daufuskie Marsh Tacky Society (DMTS), is a 501c3 nonprofit organization founded in 2015 who wishes to utilize the County-owned property known as "Duncan Farms" for agricultural and equestrian uses. DMTS is seeking a long term lease agreement with Beaufort County based upon the following mutually agreeable terms and conditions:

We have read Beaufort County's *Request for Proposals to Lease the Duncan Farms property* and fully understand its intent. We certify that we have adequate personnel and capabilities to provide the offer as stated in our proposal. We further understand that our ability to meet the criteria and provide the best value to the County shall be judged solely by the County.

DMTS also certifies that a) this proposal response is genuine and is not a sham or collusive; b) This response is not made in the interest of or on the behalf of any person not named herein; c) DMTS has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from submitting a proposal; d) DMTS has not in any manner sought by collusion to secure an advantage over any other respondent; e) DMTS has thoroughly examined the RFP requirements and the proposed offer which includes paying for a survey, title insurance and all closing costs to cover the lease of the property; f) DMTS acknowledges and accepts all terms and conditions included in this RFP; g) DMTS agrees to lease the property in a manner acceptable to the County and as stipulated in the RFP and subsequent contract; h) DMTS and key professionals do not have nor anticipate a potential conflict of interest with the County; i) DMTS will meet the insurance requirements as required; j) DMTS acknowledges that it must maintain all required insurance (i.e. professional liability insurance/errors and omissions; comprehensive general liability insurance; automobile liability insurance; and worker's compensation insurance) for the duration of the contract, k) by submission of this document or acceptance of a contract, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/Contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid, l) My company has not been involved in any litigation within the past five (5) years arising out of my performance.

Sincerely,



Erica Veit  
Founder & Director, Daufuskie Marsh Tacky Society



## EXECUTIVE SUMMARY

Daufuskie Marsh Tacky Society (DMTS) is a 501c3 charitable organization whose mission is to save the Marsh Tacky horse through providing equine assisted programming to the public. DMTS has proposed an agreement with Beaufort County for the improvement and utilization of Duncan Farms located in Dale, SC. When the terms and conditions are finalized and mutually agreed upon all parties involved shall receive a variety of benefits, including but not limited to Beaufort County, its tourists, residents and the Marsh Tacky horse, of course.

Generously deeded by the Duncan Family in 2015 to Beaufort County for special agricultural utilization, the nearly 80 acre tract is ideally suited for livestock. DMTS aims to occupy half of the property or roughly 40 acres. The intention is to maintain roughly 20 acres for hay fields, develop 18 acres of paddocks, a hay and equipment storage barn, and in the project's final phase, a 16 stall barn with a covered riding arena and stable manager's apartment. The Society is hopeful for a long-term agricultural lease agreement into perpetuity in exchange for a mix of rents payable to Beaufort County.

The culmination of this project is fundamental to DMTS's ability to carry out its mission. Founded in 2015, the organization has a proven track record of creating and successfully maintaining multiple agricultural land lease where DMTS was responsible for providing capital improvements such as fencing and barn structures to raw land. In 3 short years, DMTS has grown from two horses, one run in shed and a handful of corral panels on 2 acres to 10 horses in three locations totaling 10 acres with a six stall barn, two run in shelters, multiple paddocks and the variety of farm equipment needed to survive on Daufuskie Island. The successful operation of an equestrian facility on an island without a bridge poses many challenges. In order to be sustainable into the future, DMTS has identified its very top need as securing acreage on the mainland. The utilization of Duncan Farms by Daufuskie Marsh Tacky Society means many challenges shall be met with a win-win solution.

DMTS's vision is that one day the South Carolina State Heritage Horse will no longer be critically endangered. As a service to future generations it is important for the Marsh Tacky to be protected in their native habitat of Beaufort County, where these horses thrived independently for hundreds of years through the periods of history in which they became domesticated. Their unique qualities gave them the exceptional ability to contribute to South Carolina agricultural, transportation, development and wartime efforts. This is an opportunity to give back to them, plus to give Beaufort County citizens and tourists greater accessibility to equine assisted programs while gaining an understanding of why the Marsh Tacky is so important to the history, heritage, culture and legacy of the South Carolina Lowcountry.

Pending project details being approved, DMTS intends to have Phase 1 capital improvements completed as soon as possible. Priority will be given to getting things set up in advance of the 2019 hurricane season. Professional grant writing services have already been retained and are currently researching the best opportunities.

DMTS is looking forward to a bright future filled with hope and dedication to making a positive, lasting impact within Beaufort County through strategic partnerships and the wonderful Marsh Tacky horse.



## INTRODUCTION

### MISSION

To protect the critically endangered SC State Heritage Horse in the context of its native Lowcountry habitat through comprehensive breeding, plus educational and special events programming, thereby increasing the public's accessibility to equine assisted programming.

### ORGANIZATION'S QUALIFICATIONS

- Organization Incorporated Sept 2015
- IRS 501c3 award recognition Feb 2016
- 2017-2018 Guidestar GOLD Seal of Transparency Rating
- Community Foundation of the Lowcountry Giving Marketplace Profile Certified
- SC Dept of Agriculture Agritourism Association Member

### BRIEF HISTORY

Marsh Tackies thrived on Daufuskie Island independently for hundreds of years until the late 80's when the last remaining horses were removed due to resort and golf course development. Founded in 2015, Daufuskie Marsh Tacky Society (DMTS) brought them "home" in September of that year. The two that were carefully selected out of Mr. DP Lowther's herd of around 100 Tackies in Ridgeland have since grown up to be the sire and dam to the first Marsh Tacky foals to be born on Daufuskie in 5 decades. DMTS is the only charitable organization that exists exclusively to maintain the critically endangered South Carolina State Heritage Horse in its historically native habitat, and which has a "open barn door" policy that welcomes the public into their facilities to view and interact with their horses. DMTS now has 10 Marsh Tackies actively participating in programs open to the public, and a growing waiting list for Marsh Tackies waiting to be rehabilitated.

### PARTNERSHIPS (NON PROFIT ONLY)

- Carolina Marsh Tacky Association
- Carolina Marsh Tacky Outdoors
- Coastal Discovery Museum
- Daufuskie Island Conservancy
- Daufuskie Island Historical Foundation
- HHI-Bluffton Chamber of Commerce
- Jeanne Land Foundation
- The Morris Center for Lowcountry Heritage Museum
- Preserve SC (formerly the Palmetto Trust for Historic Preservation)
- Rancho Santa Fe Foundation
- Pegasus Riding Academy

## STRATEGIC PLAN SUMMARY

### THE BIG PICTURE:

Our long term vision is to be the established, and perpetually sustainable representation of the SC State Heritage Horse for the Lowcountry Region, specifically in Beaufort County, because this is where the horses came from! In ten years we aim to see DTMS as an established, iconic organization that symbolizes Beaufort County history, heritage and culture as it can be shared with the public through the viewpoint of the Marsh Tacky. The Marsh Tacky is about so much more than meets the eye. The history, heritage and legacy that they represent belongs to all of us and it should be celebrated by everyone!

### 3 TO 5 YEAR PLAN

Finishing 2018 as our 3rd full fiscal year, our resources are focused on meeting our organization's top needs to become sustainable into perpetuity - office/retail space, adequate pasture, stables and overnight accommodations for staff and student interns. Secondary priorities include a museum and seasonal gardens/crops which can be sold to local restaurants as farm to table products. Once facilities are in place we can focus on refining and improving our programs and special events that our locations allow. We believe in the healing power of the horse and aim to make our programming accessible to underserved populations, in particular because historically, the word "Tacky" means "common," and at one time everyone had a Marsh Tacky in their backyard, therefore we should go to great lengths to restore the accessibility to these horses by underserved populations. We adhere to the guiding principles of 4H, the United States Pony Club and Parelli Natural Horsemanship when making routine decisions that ensure the safety of our equines and the public who interact with them.

### ANNUAL PLAN

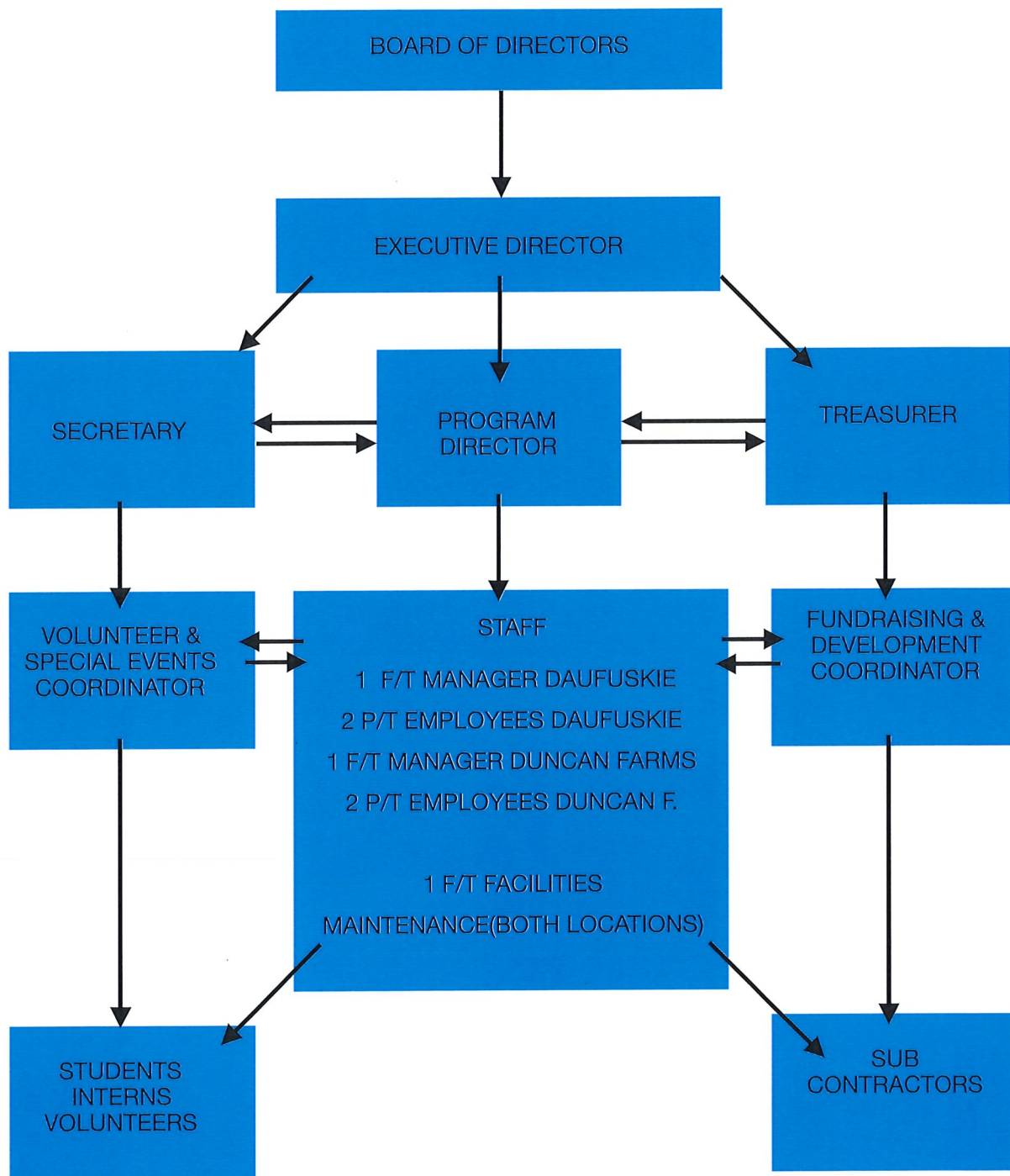
We aim to improve our numbers year over year, and we do that by recording and comparing donations, memberships, number of programs, special events, participants, etc. We are mindful of quality over quantity however and will only commit to more breeding or assuming the care of additional horses if we have the resources to properly accommodate such.

### QUARTERLY PLAN

Due to logistics challenges and high overhead costs associated with operating an equestrian facility on an island without a bridge, we are always planning for our routine expenses and looking for creative ways to cut costs. Feed, hay, vet, farrier, emergency plans and our workforce currently must all be imported. Our solicitation to occupy Duncan Farms solves many routine operations challenges; we can rotate our horses to Duncan Farms from Daufuskie similar to how carriage companies operate in Charleston or Savannah. At Duncan Farms they will have access to the highest and best care at a fraction of the cost. Regular appreciation of existing volunteers and donors helps increase retention which further keeps overhead costs low.

## ORGANIZATIONAL CHART WITH STAFFING LEVELS

DAUFUSKIE MARSH TACKY SOCIETY



## ORGANIZATIONAL ACCOMPLISHMENTS OVER 5 YEARS

2013

Erica Veit, Head Coordinator for Marsh Tacky Beach Races on Daufuskie Island employed by Melrose on the Beach. Known to be the largest special event in the history of the island with approx. 2,000 spectators and 16 Marsh Tacky horses in attendance over 3 days with a significantly beneficial economic impact to the area.

2014

Horse Tales TV Show feat. Marsh Tacky Photo & Video Shoot on Daufuskie Island brought 10 Marsh Tackies plus owners, breeders, trainers and film crew to Daufuskie for production of 2 SCETV episodes featuring the Marsh Tacky in their native habitat on Daufuskie Island.

2015

Organization incorporated, formed agreement to lease primary facilities at Freeport Marina and completed phase 1 facilities capital improvements ( 2 stalls, corral panels, land clearing, bush hogging, grass seeding) brought first two Marsh Tackies "home" to Daufuskie since last horses were removed in the 80's due to resort development.

2016

Organization awarded 501c3 status, completed phase 2 facilities capital improvements at Freeport Marina (4 stalls, perimeter and paddock fencing, tack & feed room), participated in first annual Marsh Tacky road show at Morris Center for Lowcountry Heritage Museum, held first annual special event fundraiser featuring Cranford Hollow, selected and brought two additional Marsh Tackies home to complete foundation for breeding, Hurricane Matthew damages Freeport Barn, complete barn repairs & purchase horse trailer. Multiple media exposures including Tails of the Lowcountry, Southern Living Magazine, Island Packet and Sporting Classics Magazine.

2017

Held first Annual Meeting, elected board members and adopted bylaws, held first regular youth riding lesson, pony rides and summer camp programs, formed agreement to lease two additional pasture facilities locations on Daufuskie, made capital improvements to include a 4-horse run-in shelter, video surveillance system, 4 new acres of foal-proof pasture fencing. Receive SC Dept of Agriculture Agritourism Certification. Successful birth of the first two Marsh Tacky foals on Daufuskie in 5 decades. Official charity beneficiary for Okatie Rotary Polo for Charity at Rose Hill in Bluffton. Multiple media exposures to include the Island Packet, Garden & Gun, WTOC, HH Monthly, Eventing Nation, Chronicle of the Horse, The Horse and Forbes.

2018

Executed 99yr lease for permanent home of DMTS on Daufuskie at Selmont Farms and complete phase 1 capital improvements (2 horse run in shed, purchase and deliver 40' shipping container to site, major tree removal & 2 acre pasture grass seeding & fencing), begin first regular trail ride programs, receive donations of carriage and harness. Charity beneficiary for 1st annual Palmetto Bluff Meet a Marsh Tacky.



## WORK PLAN

### OUR NEED FOR THE PROPERTY

#### PASTURE

We desperately need more pasture land for the proper rotational grazing of our Marsh Tackies. This increases our horses' quality of life while significantly decreasing our overhead costs associated with buying forage for their nutritional requirements. We cannot continue our breeding program or rescue/rehabilitation program for our critically endangered SC State Heritage Horse unless we have the space to accommodate more horses' pasture grazing needs. Duncan Farms is uniquely suited to immediately meet our needs for adequate rotational pasture grazing and hay production for our SC State Heritage horses.

#### LOGISTICS

Many logistics challenges present themselves in managing an equestrian facility on Daufuskie Island. For us to be successful it is absolutely necessary to have a safe and economical place to keep hay, grain, supplies, equipment and/or horses in preparation of their scheduled barge to and from Daufuskie. Having the location at Duncan Farms provides for this necessity.

#### LABOR

The high cost of ferry transportation and shortage of long term rental housing makes it a challenge to source labor on Daufuskie. We need at least 2 full time and 4 part time additional workers, as well as student interns and volunteers. We need to be able to source help from the Dale/Beaufort areas to support our growth, the Duncan Farms property provides for an excellent foundation for our workforce to thrive.

#### HURRICANE/ EMERGENCY EVACUATION

With horses on Daufuskie, we need an emergency/evacuation plan. Having a stallion makes evacuating to an existing barn nearly impossible. Located just one hour drive (47 miles) from Broad Creek Marina in Hilton Head, the distance is logistically convenient to Daufuskie Island and when combined with barge travel, adds up to only 3-3.5 hours that horses should have to spend in the horse trailer. The route offers safe transport on good backroads and is far enough inland to retreat for mandatory barrier island hurricane evacuations yet close enough to I-95 in the event that a catastrophic storm was forecasted for the area.

#### ACCESSIBILITY

We always need to schedule routine vet/farrier visits, doing so at Duncan Farms cuts costs compared to Daufuskie. In order to thrive we need increased accessibility for underserved and at risk populations to attend our programs and special events. A huge barrier to entry for our programs has been ferry transportation. We need to be more accessible to the general public so they can attend our programs and special events, Duncan Farms is an ideal location for increased accessibility.



## WHAT WE CAN ACCOMPLISH WITH THE PROPERTY

Duncan Farms is zoned agricultural, cleared of all timber and possesses established native grasses and irrigation, which immediately provides for significantly less site preparation expenses than if DMTS were to begin with wooded unimproved land for establishing pasture and facilities adequate for livestock. Together we can meet and exceed the Duncan Family and Beaufort County's wishes for the property.

Taking into consideration DMTS's needs as well as the lay of the land, the suggested site plan is as follows. Working with just under 40 acres total, half of the property or about 20 acres is used for rotational paddocks for grazing and the remaining 20 acres is used seasonally for growing hay and/or large turnout pasture. Using the rule of maximum 1 horse per acre and taking into account seasonal factors, the maximum number of stalls/horses allowed on the property shall be capped at 16.

Time is of the essence. Upon binding lease agreement, DMTS shall immediately erect approved signage, horse fencing and shelter so that 2-4 Marsh Tackies can begin occupying the property as soon as possible. Signage with regular hours and educational information shall be posted and a staff person will be on site to handle routine chores. The public shall be welcome to access and enjoy the property/view the horses as in a typical passive parks environment right away

With the suggested phase 1 improvements completed so the site can be utilized by DMTS before the 2019 hurricane season begins, in its final phase the site will accommodate 16 stalls, a riding arena, hay storage, feed and tack rooms, equipment storage, and a studio apartment where a full time stable manager will live on site.

### A LIST OF OUR ACCOMPLISHMENTS GOALS:

- Duncan Farms is a certified SC Agritourism destination and receives benefits associated with being a certified SC Agritourism destination.
- Duncan Farms is improved using the best practices for organic and environmentally friendly farming, pasture rotation, manure management and pest control.
- Beaufort County receives recognition for ensuring the protection of the Marsh Tacky for its citizens.
- Duncan Farms remains maintained and utilized as agricultural land per the requirements of the Beaufort County Rural and Critical Lands Program and the Duncan Family.
- Beaufort County receives compensation in the form of recognition on marketing materials and rents by DMTS for occupying the property.
- Beaufort County benefits from DMTS 501c3 charity purchasing power which includes but is not limited to eligibility for grants and community investment funds, the ability to solicit donations, hold raffles and fundraisers to support capital improvements and operating costs.

## DAUFUSKIE MARSH TACKY SOCIETY

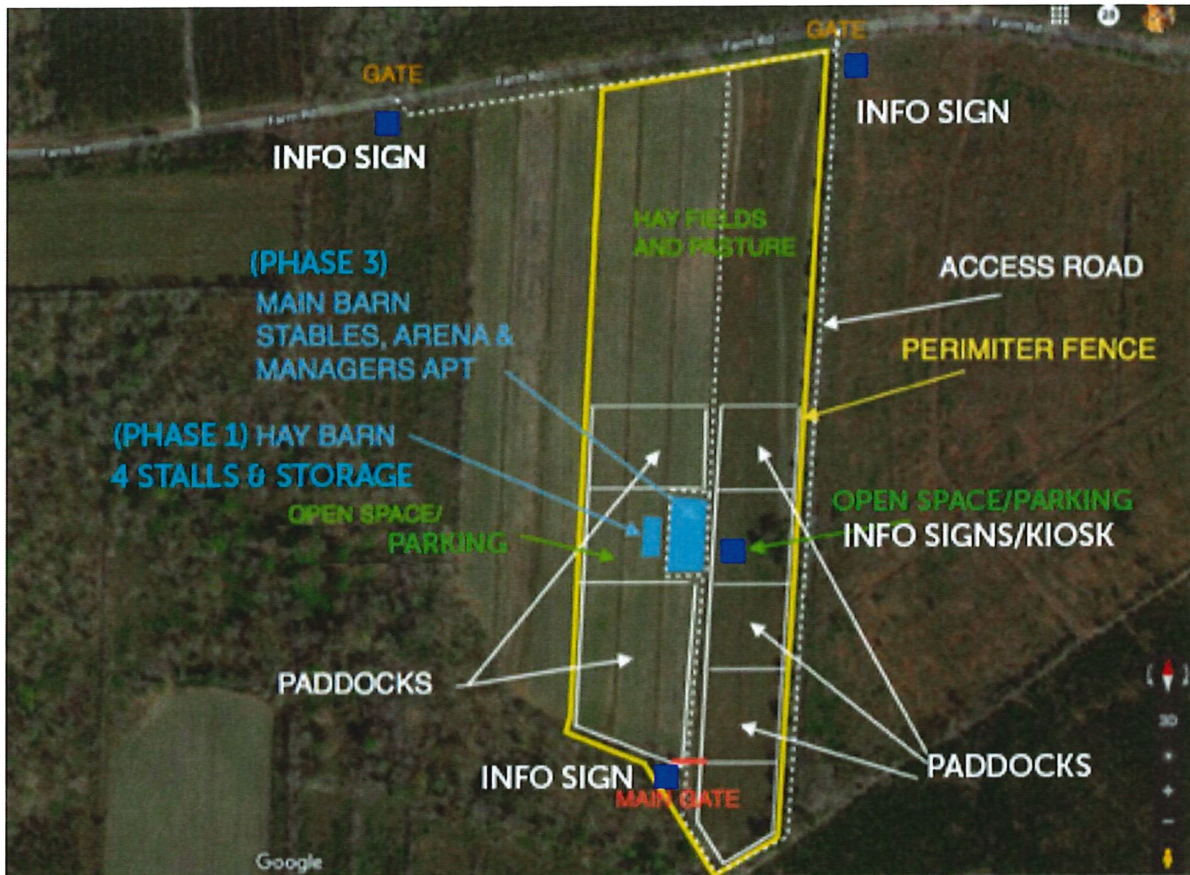
- DMTS is empowered with the fundamental resources it needs to become self sustaining into perpetuity.
- DMTS increases gross revenue by 25% year over year to 100% by 2022.
- A Marsh Tacky horse can gain access to quality pasture, shelter and professional care which may be on a routine, rotational, special and/or emergency basis as needed
- A Marsh Tacky horses who is distressed, neglected, injured or may have other special needs may always have a place to go for haven, rescue and rehabilitation
- Beaufort County wounded veterans, first responders, at risk youth and other special needs groups and their families shall have access to equine assisted programs that are safe and uncomplicated while reducing anxiety and building trust, compassion and mutual respect.
- Beaufort County residents and tourists have a dedicated recreational area which is more accessible than Daufuskie Island to visit, where they see the Marsh Tacky and learn about why they are so important to the history, heritage, culture and legacy of the SC Lowcountry.

## MEASURABLE OUTCOMES/PROJECT DELIVERABLES

The following quantifiable net benefits shall be measured and recorded as a result of project accomplishment. An increase is expected in the following key areas and fall under the categories of community/neighborhood development, education, environment, and public health:

- Marsh Tacky Population
- 2 Full Time and 4 Part Time Jobs Created
- 4 College Internship and 10 Volunteer (annually) Opportunities Created
- Horses Served
- Horses Quality of Life
- Public Awareness Awareness About Marsh Tackies
- Public Understanding of Marsh Tacky Significance to South Carolina History, Heritage and Culture
- Accessibility by Underserved Populations to Benefit from Equine Assisted Programs
- Attended Special Events
- Hosted Special Events
- Program Offerings
- Partnerships
- Tourism
- Revenue

# SITE PLAN SKETCH



This site plan sketch is subject to change with the consultation of engineers, architects, other professionals and Beaufort County as necessary. Essentially, the property which totals 77.75 acres is divided in half. The front or western half is occupied by slow food farming or other agriculture-related activity, the back or eastern half is occupied by DMTS. The yellow perimeter fence above is an estimation of how the property would be subdivided. Traffic shall be routed through 2 gates off Washington Farm Rd via (dotted line) access road. Increases in traffic should be noticeable but without rush hours or congestion in an otherwise rural area.

Phase 1 improvements include installation of well, septic, power, perimeter fence, two paddocks and the Hay Barn which can accommodate 4 stalls, hay and equipment storage as well as info signage featuring Beaufort County approved logos, hours of operation and educational information, begin boarding 2-4 Marsh Tackies on site, launch programming offerings to the public.

Phase 2 & 3 improvements include adding additional paddocks and improving perimeter fence, adding walking/bridle path trails, overseeing pasture with native variety hay seed, digging irrigation lines, establishing manure & composting system, build arena, begin boarding 6-8 Marsh Tackies on site and increasing programming offerings to the public, constructing main barn with managers apartment on site.

## PROJECT IMPLEMENTATION TIMELINE

Organized into 4 phases with implementation tasks in chronological order, the timeline for this project shall span 4 calendar years including post project (capital improvements, not long term lease) completion, beginning with RFP submitted January 2019.

### PHASE 1 -(JAN 01- DEC 31, 2019)

Execute Agreement between DMTS and Beaufort County for terms and conditions to utilize Duncan Farms; Begin fundraising; Finalize site plan; Construct access gates, one main and two service entrance gates; Marsh Tacky Self Guided Tours at Duncan Farms open to the public; Install well, septic and power pole; Overseed pasture with native hay variety seed; Install 2 paddocks with economy fencing (t-post, hot poly tape, corral panels); Construct Hay Barn (steel truss pole barn kit 96x40' with 4 stalls and utilities hook up will serve all needs to begin utilizing property asap and will revert to hay & equipment storage after main barn is complete)

### PHASE 2 (2020) -

Construct permanent perimeter fence around property; Dig irrigation lines to paddocks and pasture; Establish manure and composting management system; Install final paddocks per site plan; Acquire needed supplies, tools, equipment tractors, trailers, gates, panels, feed & water troughs; Construct shell of Main Barn (steel truss pole barn kit 120x160'); Design and install kiosk educational signage for public viewing; Establish nature/walking/bridle path trail; Second overseed pasture with native hay variety seed; Reorganize Hay barn for intended use (hay, equipment, quarantine stalls); Replace economy paddock fencing with permanent fencing

### PHASE 3 (2021) -

Complete Main Barn to include 16 stalls, riding arena and barn manager's apartment; Begin increase in accepting applications for Marsh Tacky horse boarding, training, rehabilitation to maximum capacity of 16 horses.

### PHASE 4 (2022) -

Begin routine property maintenance, power washing, grass overseeding, pasture rotation, pest control, manure composting; Begin post-grant and post-project final reports; Meet 100% increase in gross revenue goals through decrease in routine feed, hay and vet costs and and increase in revenue streams including individual donations, sponsorships, raffles, grants, horse sales, training sales, boarding sales, special events, retail sales, tour sales and programming sales; Meet 100% increase in gross revenue through beach rides, carriage rides and summer camps on Daufuskie.

## HOURS OF OPERATION

- Closed to the public on Mondays
- Open to the public regardless of staff on site Tuesday - Sunday from 9am - 5pm for drive in and walk through self-guided Marsh Tacky Tour and nature walking trail

## DAUFUSKIE MARSH TACKY SOCIETY

- Guided, 1 hour Marsh Tacky tours available twice daily (10:30am and 2:30pm) Wednesday through Saturday
- Equine assisted programming available by scheduling in advance, and shall be organized by individual or group lessons, a series of lessons spanning 1-4 weeks, clinics lasting 6-8 hours in one day, seasonal programs such as summer camps, and/or planned special events throughout the year.

### PUBLIC EDUCATION PLAN

Our primary challenge we aim to resolve is that the SC State Heritage Horse is critically endangered. Our secondary challenge we aim to solve is that there is a significant, at-risk population who has barriers to entry that prevents them from benefiting from equine related activities. We believe that through the following programming, both the horse and the public enjoy mutual benefits from one another.

#### SELF GUIDED MARSH TACKY TOUR

At any time during regular hours, the public can gain limited access to the property to view the Marsh Tacky and learn through educational signage and pamphlets along a driveway and walking trail.

#### STAFF GUIDED MARSH TACKY TOUR

Led by a knowledgeable guide, 1 hour tours include 30 minute oral presentation with supplemental visual aids followed by 30 minutes meet and greet a Marsh Tacky.

#### REGULAR PROGRAM OFFERINGS

3H program (Horses Helping Heroes); 4H program (youth experiential after school classes focused on equine, agriculture, science, health & citizenship), 2H program (Healing Horsemanship) open enrollment program teaching basic to intermediate horsemanship and vocational skills to teens and adults.

#### SEASONAL PROGRAM OFFERINGS

Summer Camp Sessions, Fall Harvest, Trail Rides & Movie Nights, Winter Carriage Driving, Spring Cleaning, Gardening & Foal Handling.

#### MARSH TACKY ROAD SHOW

A traveling, experiential, show-and-tell history lesson for all ages of the general public in partnership with SC institutions, museums, historic sites, public schools. Attendees learn about the history of SC while following the Marsh Tacky and its contributions to development, transportation, agricultural and wartime efforts in history and throughout SC. Attendees get to meet and greet a Marsh Tacky.

#### SPECIAL EVENTS TO BE ATTENDED

Morris Center Lecture; Kiawah Cup; Palmetto Bluff Meet a Tacky; St. Helena Fair

#### SPECIAL EVENTS TO BE HOSTED

Beaufort Water Festival Marsh Tacky Expo & Rodeo



## FINANCIAL PLAN

### ORGANIZATION FINANCIAL RESOURCES

In 2016, the organization's first full fiscal year, DMTS earned total gross revenue of over \$55,000. In 2017 DMTS earned total gross revenue of over \$72,000. In 2018 DMTS earned (estimated) total gross revenue of over \$91,000. In 2019 DMTS is projected to earn \$125,000 in gross revenues. DMTS's nonprofit structure allows the organization to generate a mix of earned (program fees, special event admission, retail sales) and unearned (grants, donations) income.

ORGANIZATION FINANCIAL RESOURCES	DESCRIPTION OF INCOME CATEGORY	2019 ESTIMATES
CATEGORY	TYPE	TOTAL
UNEARNED REVENUE	ANNUAL APPEAL	2200
	BOARD & INDIVIDUAL	13550
	DIRECT MAIL	3100
	EMAIL	2925
	GRANTS	45500
	IN KIND	12000
	RAFFLE	3000
	WWW/SOCIAL MEDIA	1000
EARNED REVENUE	MEMBERSHIP	2960
	HORSE BOARDING	8400
	PROGRAM FEES	12000
	TOUR ADMISSION	3000
	RETAIL SALES	1200
	RENTALS	4920
	SPECIAL EVENT	5000
	SPONSHORSHIPS	2500
TOTAL GROSS INCOME		<b><u>\$123,255.00</u></b>

## DAUFUSKIE MARSH TACKY SOCIETY

### ESTIMATE OF PROJECT COSTS

PROJECT ITEM	PHASE	ESTIMATE COST
<b>INSURANCE</b>	1 (2019)	5500
<b>RESEARCH &amp; DEVELOPMENT</b>	1 (2019)	850
<b>WELL, SEPTIC &amp; POWER INSTALL</b>	1 (2019)	8500
<b>PASTURE GRASS OVERSEEDING</b>	1 (2019)	2000
<b>2 PADDOCKS &amp; PERIMETER FENCING</b>	1 (2019)	3700
<b>HAY BARN CONSTRUCTION</b>	1 (2019)	12000
<b>WELCOME/INFO SIGNAGE</b>	1 (2019)	1200
<b>PHASE 1 TOTAL</b>		<b>33750</b>
<b>PERMANENT PERIMETER FENCING</b>	2 (2020)	2380
<b>IRRIGATION LINES</b>	2 (2020)	1100
<b>MANURE &amp; COMPOST SYSTEM</b>	2 (2020)	2500
<b>4 PADDOCKS FENCING</b>	2 (2020)	800
<b>SUPPLIES &amp; EQUIPMENT</b>	2 (2020)	7500
<b>MAIN BARN CONSTRUCTION START</b>	2 (2020)	35,000
<b>KISOK &amp; WELCOME AREA</b>	2 (2020)	2200
<b>NATURE WALKING TRAIL</b>	2 (2020)	450
<b>PHASE 2 TOTAL</b>		<b>51930</b>
<b>MAIN BARN CONSTRUCTION FINISH</b>	3 (2021)	6000
<b>MANAGERS STUDIO APARTMENT</b>	3 (2021)	10000
<b>PHASE 3 TOTAL</b>		<b>16,000</b>
<b>PHASE 4 MAINTENANCE TOTAL</b>	4 (2022)	15,000
<b>TOTAL PROJECT ESTIMATE</b>		<b>116,680</b>

### REVENUE PAYABLE TO BEAUFORT COUNTY

DMTS shall pay annual property taxes for Duncan farms as well as 10% of net revenue earned exclusively upon the subject property by a) tour admission sales, b) program fees and c) hosted special events. This lease price shall never exceed the fair market value for renting unimproved agricultural land (40 acres x \$10 per acre x 12 months = \$400 per month or \$4,800/per year). DMTS's contribution to capital improvements, ideal property use, overall job creation possibilities and benefit to society shall be considered as added value.

## ADDENDUMS

### SECTION VIII PROPOSAL FORM

1. We are offering 10% of net revenue earned exclusively upon the subject property by a) tour admission sales, b) program fees and c) hosted special events or \$400 per month (not to exceed \$400 per month, whichever is less) amount per month to lease of the Duncan Farms property as described in RFP # 011719.

1. We will provide the following capital investment and type of business that will occupy the property: The type of business shall be equine, agricultural, health & human services and hospitality & tourism related. Capital investments to the property shall include a passive park, welcome/information/educational center and an equestrian facility with barns, paddocks and equipment for 16 horses to serve the public by hosting classes and special events while promoting and protecting the critically endangered Marsh Tacky horse in the context of their historical native Lowcountry habitat.

1. Total estimated jobs and type of Business: Total estimated internal organization jobs required to operate successfully into and beyond Phase 3 operations is 10. New internal organization jobs created by Duncan Farms expansion is 2 full time and 2 part time jobs. Vocational skills/job duties include routine equine care (feeding, grooming, handling), ordering and scheduling, answering phones, operating farm equipment, running errands, conducting tours, interacting with the public, retail sales, social media management, facilities maintenance, using a computer to create spreadsheets, word documents, order materials. Subcontracted jobs created for capital improvements projects is estimated to be 20-25.

Respondent's Name: Erica Veit

Signature: 

Address: 94 Carvin Rd Box 27

City: Daufuskie Island State: SC Zip: 29915

Email: erica@daufuskiemarsh tackysociety.org Phone# ( 84) 290-9119

Date: 1/17/2019



DAUFUSKIE MARSH TACKY SOCIETY

SECTION IX - NON COLLUSION AFFADAVIT OF RESPONDENT

State of South Carolina )

County of Beaufort )

being first duly sworn, deposes and says that:

1. ERICA VEIT of DAUFUSKIE MARSH the respondent that has submitted the  
attached proposal: TACKY SOLIETY

He/She is fully informed respecting the preparation and contents of the attached proposal and of all  
pertinent circumstances respecting such offer:

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said respondent nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, has in any way colluded, conspired,  
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a  
collusive or sham proposal in connection with the Contract for which the attached proposal has  
been submitted or to refrain from bidding in connection with such Contract, or has in any  
manner, directly or indirectly, sought by agreement or collusion or communication or conference  
with any other respondent, firm or person to fix the price or prices in the attached proposal or of  
any other respondent, or to fix any overhead, profit or cost element of the proposal price or the  
proposal price of any other respondent, or to secure through any collusion, conspiracy,  
connivance or unlawful agreement any advantage against the Owners or any person interested  
in the proposed Contract; and

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any of  
its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed [Signature]

Title Founder & Executive Director

Subscribed and sworn to before me this 17 day of January, 2019.

Barbara E. Morrow

My commission expires on 07-07-2019

[Signature]

Title



BARBARA E. MORROW  
Notary Public  
Beaufort County, South Carolina  
My Comm. Expires July 7, 2019

DAUFUSKIE MARSH TACKY SOCIETY

X. CLAIMS FORM

Respondent is required to provide in the proposal, all claims made against the County or any department or agency of County government in the last ten (10) years, citing the caption of any litigation commenced, and any cause of action alleged against the County. The County reserves the right to reject any proposals from any person or business engaged in current litigation against the County.

Provide the information (attach additional sheets if needed) in the space below. If "NONE", please indicate as such.

"NONE."

Bidder Name: ERICA VEIT / DAUFUSKIE MARSH TACKY SOCIETY

Signature: 

Date: 1/17/2019



EXHIBIT A: OFFER



## Beaufort County Purchasing Department

### Exhibit A: Offer

Proposal Title:

Lease , Duncan Farms Property located off of Highway 21 and Washington Farm Road as described in this RFP #011719.

Proposal Notice Number:

RFP# 011719

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to Beaufort County a proposal that contains all terms, conditions, specifications and amendments in the Request for Proposals (RFP) issued by the County listed above. Any exception to the terms contained in the RFP must be specifically indicated in writing and are subject to the approval of the County prior to acceptance. The signature below certifies your understanding and compliance with the terms and conditions contained in this RFP.

Offeror (Firm) Name: DAUFUSKIE MARSH TACKY SOCIETY

Federal Tax ID Number: 47-4941635

Mailing Address: 94 CARVIN RD BOX 27

City, State, Zip Code: DAUFUSKIE ISLAND, SC 29915

Telephone Number: ( 843 ) 290-9119

Fax Number: ( 843 ) 785-1115

E-Mail Address: erica#daufuskiemarshacksociety.org

Authorized Signature

ERICA VEIT, FOUNDER & EXECUTIVE DIRECTOR  
Printed Name and Title

Date

1/17/2019



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Land Acquisition Proposal - Confederate Ave (aka Bailey Memorial Park)

#### Council Committee:

Natural Resources

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

Eric Greenway, Community Development Department Director

#### Issues for Consideration:

The fee-simple acquisition of 54.32 acres in Bluffton (75 Confederate Ave) for \$1,310,000.

#### Points to Consider:

This property is identified in the County Comprehensive Plan (Appendix 4E) as suitable for a passive park. More than 50% of the land base is freshwater wetlands. Cash contribution from Seller is unknown at this time. Long-term planning for minimally developed passive park and potential as use for alternative options for the flooding/sea level rise issues associated with the Alljoy community.

#### Funding & Liability Factors:

\$1,310,000+ from the Rural and Critical Lands Preservation Program fund ("+" = and associated costs/fees for appraisal, environmental assessment, closing, etc.). Seller cash donation amount will be necessary information prior to full Council consideration.

#### Council Options:

1) NRC recommend approval of acquisition to County Council, 2) NRC does not recommend approval of acquisition to County Council

#### Recommendation:

Approval of acquisition contingent upon seller cash donation information for County Council consideration.

**RESOLUTION 2019 / \_\_\_\_**

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF 75 CONFEDERATE AVENUE, BLUFFTON, SC FOR USE AS A FUTURE PASSIVE PARK**

WHEREAS, Raymond Harold Bailey Trust (“Trust”) owns a parcel of land (#R600 039 00B 0147 0000) more particularly described on Exhibit A attached hereto and incorporated herein (“Property”); and

WHEREAS, the Trust’s Property as shown on Exhibit A is 54.32 acres of T3 Edge and was appraised at a value of \$1,455,000 as more particularly described on Exhibit B; and

WHEREAS, the Trust has agreed to provide a cash donation to the County in the amount of \$\_\_\_\_\_ to be used for planning and/or construction of passive recreation infrastructure, which will be deposited into the Rural and Critical Lands Gift Fund Account (#45010000); and

WHEREAS, the Trust and the County have mutually agreed to name the Property “Bailey Memorial Park” upon conveyance to the County; and

WHEREAS, the Property is identified in the 2014 Greenprint as a land protection opportunity, and is identified in Appendix E of the County Comprehensive Plan as a passive park opportunity; and

WHEREAS, the Property provides water quality protection, public access, recreation potential, and a reduction in traffic congestion in the Alljoy Community; and

WHEREAS, the Property scored an average ranking of 5.13 on the Rural and Critical Lands Preservation Program fee-simple ranking criteria score sheet as more particularly described on Exhibit C; and

WHEREAS, the Trust and the County have agreed on a purchase price that is approximately 10% less than the appraised value of the Property, pursuant to the attached proposed Letter of Intent in Exhibit D; and

WHEREAS, the Natural Resource Committee did recommend and authorize up to \$1,310,000 in value for the purchase price of the Property, including closing costs of the Property conveyance, wherein the Property would be conveyed to the County; and

WHEREAS, because it is the purchase of land, prior authority of County Council is required to authorized the Interim County Administrator to negotiate and purchase property.

**NOW, THEREFORE, BE IT RESOLVED** by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all documents necessary for the purchase of the Property known as Bailey Memorial Park and

identified in Exhibit A up to \$1,310,000 including closing costs to be funded from the Rural and Critical Lands Preservation Program bond funds subject to the terms of the Purchase Agreement.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II, County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

## EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, and being more particularly described as Parcel "B" containing 54.318 Acres as shown and described in that certain plat entitled "Southmark Properties" dated September 26, 1980 and revised on February 12, 1981, and prepared by Low Country Land Surveyors and signed by Forrest F. Baughman, R.L.S. which said plat is recorded in the Office of the Clerk of the Court for Beaufort County, South Carolina in Plat Book 29 at Page 81. For a more detailed description as to courses, metes, distances, bounds, reference may be had to a drawing entitled "A Freshwater Wetland Delineation Survey of TMS# R600 039 00B 0147" prepared by Mark W. Douglas, III of Coastal Surveying Co., Inc., dated July 14, 2015, which is attached hereto.

This being the same property conveyed to within Grantors by deed of Raymond Harold Bailey, by his Attorney in Fact, Alison Bailey Guilloud, recorded in the Office of the Beaufort County Register of Deeds in Records Book 3171 at Page 2870.

TMS No: **R600 039 00B 0147 0000**

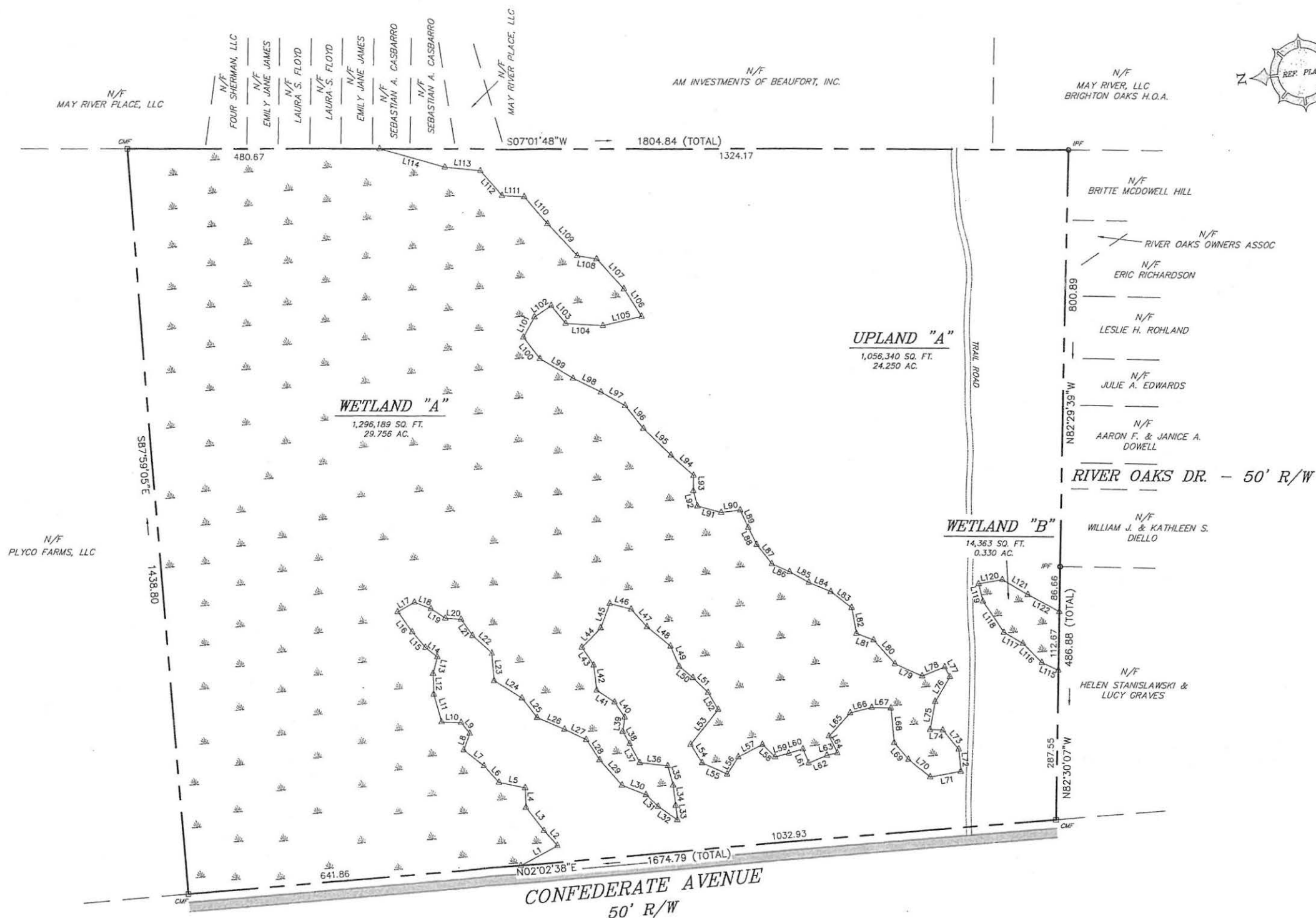




VICINITY MAP NOT TO SCALE

LINE	LENGTH	BEARING
L1	78.81	S21°54'28"E
L2	38.46	N55°07'35"E
L3	55.95	N58°19'41"E
L4	37.60	S85°26'28"E
L5	51.21	N18°31'19"E
L6	43.85	N53°47'09"E
L7	49.79	N44°16'02"E
L8	33.95	S63°30'39"E
L9	27.08	N58°24'03"E
L10	37.63	N08°32'29"E
L11	55.70	N81°16'17"E
L12	40.23	S85°12'22"E
L13	32.93	S69°08'41"E
L14	29.37	N45°02'04"E
L15	39.43	N55°37'38"E
L16	47.85	N60°07'11"E
L17	37.87	S22°52'51"E
L18	34.68	S28°17'33"W
L19	32.91	S40°22'01"W
L20	30.59	S11°21'04"W
L21	38.30	S61°03'27"W
L22	51.41	S48°32'14"W
L23	52.65	N88°32'58"W
L24	63.45	S38°58'42"W
L25	47.14	S59°46'14"W
L26	57.03	S30°37'28"W
L27	46.07	S32°46'33"W
L28	46.77	S63°11'21"W
L29	64.98	S55°46'01"W
L30	49.79	S28°33'15"W
L31	32.49	S51°25'02"W
L32	45.22	S41°15'31"W
L33	27.48	S89°51'51"E
L34	39.25	N89°34'53"E
L35	38.95	N81°06'30"E
L36	54.23	N13°52'22"E
L37	41.27	N68°31'50"E
L38	27.19	N66°58'16"E
L39	27.80	S75°40'30"E
L40	34.98	N63°41'05"E
L41	41.21	N40°49'34"E
L42	48.72	N89°26'10"E
L43	40.67	N64°12'00"E
L44	51.25	S39°08'14"E
L45	50.15	S63°17'00"E
L46	42.47	S22°06'11"W
L47	45.83	S55°04'11"W
L48	58.69	S46°27'17"W
L49	42.48	S73°09'55"W
L50	33.81	S46°33'42"W
L51	40.90	S51°19'30"W
L52	38.47	S66°07'39"W
L53	85.44	N44°58'33"W
L54	41.90	S64°16'53"W
L55	52.75	S32°14'44"W
L56	39.77	S50°07'43"E
L57	52.67	S20°02'32"E
L58	34.43	S51°06'19"W
L59	27.51	S08°25'38"E
L60	28.68	S09°31'44"E
L61	29.18	S73°46'50"W

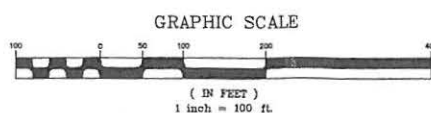
LINE	LENGTH	BEARING
L62	37.61	S15°55'26"E
L63	20.17	S07°23'04"E
L64	35.74	N70°41'55"E
L65	60.69	S41°21'18"E
L66	42.07	S07°30'14"E
L67	36.72	S08°55'17"W
L68	67.38	N88°47'19"W
L69	42.01	S55°47'07"W
L70	54.38	S45°44'36"W
L71	60.17	S03°47'32"E
L72	42.97	S88°53'05"E
L73	48.27	N56°45'57"E
L74	24.66	N08°35'52"E
L75	54.77	S73°06'11"E
L76	55.95	S52°28'47"E
L77	21.46	N67°49'40"E
L78	46.55	N15°08'41"W
L79	57.63	N30°19'51"E
L80	61.59	N54°53'09"E
L81	34.82	N27°37'49"E
L82	50.71	N86°19'52"E
L83	50.34	N44°40'57"E
L84	46.10	N29°44'20"E
L85	42.64	N35°10'25"E
L86	37.65	N31°07'32"E
L87	47.37	N58°05'52"E
L88	36.82	N69°53'00"E
L89	36.87	N71°37'23"E
L90	36.84	N00°01'11"E
L91	47.39	N22°03'23"E
L92	30.71	N81°58'18"E
L93	29.63	S82°58'31"E
L94	58.50	N48°43'03"E
L95	73.78	N51°06'32"E
L96	56.51	N57°47'29"E
L97	53.03	N36°25'15"E
L98	59.47	N33°31'59"E
L99	73.72	N37°58'01"E
L100	52.23	N59°24'28"E
L101	44.09	S54°41'53"E
L102	37.97	S27°52'02"E
L103	44.00	S57°53'20"W
L104	71.22	S10°32'16"W
L105	75.77	S06°40'39"E
L106	62.90	N63°42'45"E
L107	78.33	N54°37'14"E
L108	37.07	N16°32'10"E
L109	84.31	N54°14'14"E
L110	68.63	N56°13'43"E
L111	44.22	N11°01'26"E
L112	63.36	N54°38'32"E
L113	68.75	N12°50'38"E
L114	130.57	N22°36'09"E
L115	35.43	N31°11'33"E
L116	51.79	N51°44'41"E
L117	42.72	N36°37'16"E
L118	72.52	N62°40'02"E
L119	34.52	N82°46'24"E
L120	46.30	S03°27'18"E
L121	57.41	S36°44'02"W
L122	69.40	S35°06'25"W



- NOTES:
- THIS PROPERTY LIES IN FLOOD ZONE C, NO B.F.E. PER FIRM PANEL 450025 0115-D DATED 9/29/86
  - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. SAID PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, AND/OR ANY OTHER FACTS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  - THIS PLAT DOES NOT CERTIFY THE ABSENCE OR PRESENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
  - LOCATIONS OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS AND ARE NOT CERTIFIABLE.
  - THIS SURVEY IS INTENDED ONLY FOR WHOM IT WAS PREPARED AND IS NOT TRANSFERABLE TO ANYONE, INCLUDING WITHOUT LIMITATION, SUBSEQUENT OWNERS OF THIS PROPERTY.
  - THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS: AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
  - ALL BUILDING CODES AND RESTRICTIONS APPLICABLE TO THIS SITE SHALL BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO PERFORMING ANY CONSTRUCTION.

LEGEND  
 CMF OLD CONCRETE MONUMENT FOUND  
 IPF OLD IRON PIN FOUND  
 REFERENCE PLAT:  
 - PLAT BOOK 23, PAGE 81

PREPARED FOR: RAYMOND H. BAILEY



UPLAND "A" = 1,056,340 = 24.250 AC.  
 WETLAND "A" = 1,296,189 = 29.756 AC.  
 WETLAND "B" = 14,363 = 0.330 AC.  
 TOTAL = 2,366,892 = 54.336 AC.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

MADE W. THOMAS III  
 S.C.P.L.S. NO. 14537

A FRESHWATER WETLAND DELINEATION  
 SURVEY OF  
 TM# R600-039-00B-0147  
 CONFEDERATE AVENUE  
 BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA  
 SCALE: 1"=100'  
 DATE: 7/14/15  
 JOB No.: 54228  
 SURVEYED BY: LC, CP  
 DRAWN BY: MT  
 CHECKED BY: EI  
 COASTAL SURVEYING CO., INC.  
 49 RIVERWALK BLVD., BLD. 8  
 RIDGETOWN, S.C. 29936  
 (843) 645-4448  
 Z:\BOUNDARIES\2015\54228R.dwg 7/14/2015 2:26:10 PM EIT

EXHIBIT B

See attached appraisal

DRAFT



## Appraisal Report

75 Confederate Ave.

Bluffton, SC 29910

Beaufort County

Report Date: July 2, 2018

Client:

Attn: Alison Guilloud

705 Washington Street

Beaufort, SC 29902

### Compass South Appraisals

PO Box 1766

Walterboro, SC 29488

843.538.6814 phone

843.538.6112 fax

[www.CompassSouthAppraisals.com](http://www.CompassSouthAppraisals.com)

**Compass South File Number: 2018-378**



July 2, 2018

Attn: Alison Guilloud  
705 Washington Street  
Beaufort, SC 29902

Re: 75 Confederate Ave., Bluffton, SC 29910 – Beaufort County - Revised

Dear Mrs. Guilloud:

In fulfillment of the agreement outlined in our engagement letter dated May 21, 2018, we are pleased to present the attached appraisal report for the above referenced property as of Thursday, May 24, 2018. The report, which is qualified by the definitions, limitations and certifications set forth therein, sets forth our opinion of the subject property's market value 'as is' in the amount of \$1,455,000 together with the data and reasoning which form the basis of that opinion.

This report was specifically prepared for Alison Guilloud, Collins Group Realty and Beaufort County and is intended for use only by that person or entity, its associates, professional advisers and appropriate regulatory authorities, if applicable. It may not be distributed to or relied upon by any other persons or entities without our prior written permission.

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

A handwritten signature in blue ink, appearing to read 'Jennifer G. Dean'.

Jennifer G. Dean, CG5598  
Certified General Real Estate Appraiser

A handwritten signature in blue ink, appearing to read 'Travis Lee Avant'.

Travis Lee Avant, ASA, ARM-RP,  
R/W-AC  
Certified General Real Estate Appraiser  
CG4749

## Table of Contents

Summary Information.....	1
Identity of Client .....	1
Effective Date of the Appraisal .....	1
Summary Description of the Subject Property .....	1
Appraised Value .....	1
Type of Report.....	1
Date of the Report .....	1
Real Property Interest Appraised .....	1
Intended User .....	1
Intended Use of the Appraisal .....	2
Property Specific Information .....	2
The Subject Real Estate.....	2
The Owner(s) of Record(s).....	2
Tax Map Parcel(s).....	2
Sales History .....	2
Property Taxes.....	2
Site Characteristics .....	3
Existing Use of the Property.....	4
Aerial.....	5
Photographs of the Subject Property.....	5
Title Description .....	7
Highest and Best Use.....	7
Work Performed.....	9
The Scope of Work .....	9
Exposure & Reasonable Marketing Times .....	10
The Regional Market and Economy .....	10
The Sales Approach .....	13
The Appraised Value.....	22
Definitions, Assumptions and Limiting Conditions.....	23
Type and Definition of Value .....	23
General Assumptions .....	23
Limiting Conditions.....	24
Extraordinary Assumptions and Hypothetical Conditions.....	26



Certification and Qualifications of the Appraiser .....	27
Certification Statement.....	27
Statement of Qualifications of the Appraiser.....	29
Certification and Qualifications of the Appraiser .....	32
Certification Statement.....	32
Statement of Qualifications of the Appraiser.....	34
Addenda.....	36

## Summary Information

### Identity of Client

This appraisal has been prepared for and on behalf of Alison Guilloud, Collins Group Realty and Beaufort County.

### Effective Date of the Appraisal

Thursday, May 24, 2018.

### Summary Description of the Subject Property

The subject property is a 54.336-acre tract of land located at 75 Confederate Ave. near historic downtown Bluffton, SC.

### Appraised Value

Based on the scope of work, methodologies and analysis performed, and set forth herein, the value of the subject property 'as is', as of the effective date of the appraisal, was \$1,455,000.

### Type of Report

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

### Date of the Report

July 2, 2018.

### Real Property Interest Appraised

The property has been appraised on the understanding that the owner's interest is 'fee simple', which is 'an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat'. [Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> ed. (Chicago: Appraisal Institute, 2015).]

### Intended User

On the basis of instructions received at the time of the assignment, Alison Guilloud, Collins Group Realty and Beaufort County are recognized as the intended users of this appraisal report.

### **Intended Use of the Appraisal**

We have been informed that the intended user expects to employ the information contained in this appraisal report for the purpose of establishing a valuation for marketing purposes.

### **Property Specific Information**

#### **The Subject Real Estate**

The subject property is a 54.336-acre tract of land located at 75 Confederate Ave. near historic downtown Bluffton, SC. The site is also in close proximity to the May River and Myrtle Island. We were provided a survey for the subject property and a copy of a Preliminary Jurisdictional Determination letter from the Department of the Army, both of which are located in an Addendum to this report. According to these documents, 30.086 acres of the site are comprised of wetlands and 24.25 acres consists of uplands. The wetlands acreage is situated on the northern side of the site, with the majority of the uplands on the southern side. The property has no known entitlements.

#### **The Owner(s) of Record(s)**

Raymond Harold Bailey Trust

#### **Tax Map Parcel(s)**

The subject property is identified in the county records of Beaufort County as falling under the following tax map parcel(s): R600-039-00B-0147-0000.

#### **Sales History**

The subject property last transferred from Raymond H. Bailey to the current owner on July 19, 2012 for \$0 as recorded in deed book 3171 at page 2870, based upon assessor's records. Research of the applicable public records, private data services and an interview of the future listing agent, revealed that the subject property is not under current agreement or option and is not yet offered for sale on the open market. Additionally, according to these sources, the subject property has not been transferred during the past three years.

#### **Property Taxes**

The 2017 property taxes were \$202.60 and have been paid. Under South Carolina's law governing assessable transfers of interest, when real property is sold the sales price becomes the assessed value for property tax purposes. The property presently has an

assessed value of \$1,035,800; accordingly, should the property transfer for our estimated market value, the property taxes would increase.

### **Site Characteristics**

#### *Location*

The subject is located at 75 Confederate Ave., Bluffton, SC 29910 in Beaufort County. The site is very near historic downtown Bluffton, SC and in close proximity to the May River and Myrtle Island. It is surrounded by residential properties.

#### *Shape and Topography*

The property has a total of 54.336 acres, of this acreage, 30.086 acres is comprised of wetlands and 24.25 acres consists of uplands. The wetlands acreage is situated on the northern side of the site, while the majority of the uplands is located on the southern side.

#### *Zoning*

The subject property is zoned T3 Edge by Beaufort County, SC. The Edge (T3E) Zone is intended to reinforce established neighborhoods, to maintain neighborhood stability and provide a transition between the walkable neighborhood and Natural Preserves and Waterways. The T3 Edge Zone implements the Comprehensive Plan goals of preserving the rural residential character of portions of Beaufort County, the City of Beaufort and Town of Port Royal. The property is in zoning conformity.

#### *Restrictions and Covenants*

Based on the information found in the letter from the Department of the Army, it states that a permit "may be required for certain activities in the areas identified as wetlands and/or other presumed waters of the United States, and these areas may be subject to restrictions or requirements of other state or local government entities."

#### *Access*

The subject property has access from Confederate Ave., a secondary asphalt paved road.

#### *Utilities*

Electricity is available to the site. If improved the property would be serviced by by Beaufort Jasper Water and Sewer Authority.

#### *Flood Zone*

The subject property does not lie in a flood plain, which is an area adjoining a river, stream or watercourse covered by water in the event of a flood. A copy of the flood map is located in an Addendum to this report.

#### *Environmental Issues*

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

#### *Earthquake Hazard Zone*

The subject property is in a low risk area according to the U.S. Geological Service, which reports that there is a less than 5% chance that a magnitude 5 or larger earthquake will occur around the subject site.

#### *Strengths and Weaknesses*

The most notable strength of the subject property is its location. Other than the wetland acreage on the site, the property has no known weaknesses.

#### *Conclusion about the Site*

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

#### **Existing Use of the Property**

The subject property is presently unimproved land intended for future residential usage.



## Aerial



## Photographs of the Subject Property



View of subject property from Confederate Ave.





View of subject property from Confederate Ave.



Electricity on site



Street scene on Confederate Ave.

### **Title Description**

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

### **Highest and Best Use**

This appraisal has been prepared under the assumption that the property's value should reflect its 'highest and best use'. This term means 'the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value'. [Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> ed. (Chicago: Appraisal Institute, 2015).]

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

#### *Physically Adaptable*

Size, shape, area, and terrain affect the use to which land may be developed. The subject property is sufficiently regular in shape to allow for many forms of utilization. Surface water runoff appears to be adequate and, based on our site inspection, the soil



or sub-soil has no apparent irregularities that would restrict the property from being used in any reasonable manner.

*Legally Permissible*

The subject property is zoned T3 Edge by Beaufort County, SC. The Edge (T3E) Zone is intended to reinforce established neighborhoods, to maintain neighborhood stability and provide a transition between the walkable neighborhood and Natural Preserves and Waterways. The T3 Edge Zone implements the Comprehensive Plan goals of preserving the rural residential character of portions of Beaufort County, the City of Beaufort and Town of Port Royal. The property is in zoning conformity.

Based on the information found in the letter from the Department of the Army, it states that a permit “may be required for certain activities in the areas identified as wetlands and/or other presumed waters of the United States, and these areas may be subject to restrictions or requirements of other state or local government entities.”

*Financially Feasible*

The financial feasibility of a property is best determined by comparing market value with its acquisition and improvement costs, if any. For a proposed improvement, if those costs are less than, or equal to, market value, then feasibility is implied. For the subject property, which is an unimproved lot, its value has been determined in this appraisal and it is deemed to be financially feasible at that value. Moreover, nothing was noted in our consideration of the property that would indicate that the financial feasibility could be significantly improved were the property to undergo a major change of use, such as through the construction of an improvement, with the necessary financial expenditures that such change implies.

*Maximally Productive*

The maximally productive use of the subject property must be considered in the light of how it is used, who uses it and the time or period of its use. In this case, the maximally productive use of the subject property is future residential development.

Based on that usage, and after consideration of possible alternatives, in our opinion the subject property was being utilized in a maximally productive manner as of the date of the appraisal.

### *Conclusion as to Highest and Best Use*

Based on the preceding discussion, and particularly our determination of its maximally productive use, in our opinion, the highest and best use of the subject property, whether as vacant or as improved, is residential development.

## **Work Performed**

### **The Scope of Work**

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

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

### *Sales Approach*

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

### *Cost Approach*

This approach is frequently used for buildings and other improvements, particularly in the case of newer properties. In the case of the subject property there were no improvements that contribute any significant value to the property. Therefore, we determined that the use of this approach for the subject property would not be appropriate.



#### *Income Approach*

This approach estimates the recurring cash flow from a property and, by applying an appropriate discount rate, determines the value of that property based upon its investment return and economic life. This approach is widely used for improved commercial properties. In the case of the subject property there were no improvements that contribute any significant value to the property and neither was there any recurring cash flow. Therefore, we determined that the use of this approach for the subject property would not be appropriate.

#### **Exposure & Reasonable Marketing Times**

In determining whether or not there is a market for the property, we considered two periods of time – one prior to the appraisal date and the other following that date. The first, known as 'the exposure time', is the estimated length of time the property would have been offered on the market prior to a hypothetical sale at market value on the date of the appraisal. The second, known as 'the reasonable marketing time', is an estimate of the amount of time it might take to sell the property at the estimated market value during the period immediately after the date of an appraisal. In the instant case, we determined, based on a study and review of market conditions, particularly those demonstrated by these comparable sales, that the 'exposure time' needed to consummate a sale prior to the appraisal would have been approximately 6-18 months. Using a similar approach, we then determined the 'reasonable marketing time' to be approximately 6-18 months.

#### *Most Probable Buyer*

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

Based on the preceding analysis we elected to determine value solely under the sales approach, as discussed in detail below. The determination of value under this approach is done within the context of the regional and local market and economy, which is now considered.

#### **The Regional Market and Economy**

The subject property is located in Bluffton, Beaufort County, South Carolina. The state, which is roughly triangular in shape and spread over 32,000 square miles, is bordered by North Carolina to the north, the Atlantic Ocean to the east and Georgia to the west and south, has approximately five million people.

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

There are over 25,000 farms in the state, which encompass approximately 4.5 million acres. Agriculture generated \$2.7 billion in 2014, with poultry, the state's top commodity, generating an estimated \$1.5 billion (South Carolina Business Climate, 2017 Ed.). The state's largest agribusiness sector, forestry, generates an annual economic impact of \$21 billion. Forests comprise approximately 70% of South Carolina's land and directly employ 35,000 workers across the state. Major forest product producers, such as International Paper, Kapstone, Resolute, and Sonoco accounted for approximately 67% of forestry's contribution to the state's economy.

In regard to advanced manufacturing, the state is number one in the nation for export sales of tires and passenger vehicles ([www.sccommerce.com](http://www.sccommerce.com)). The automotive industry, advanced materials industry, and aerospace industry generate an annual economic impact \$27 billion, \$21.9 billion, and \$19 billion (including military facilities), respectively. The state is considered to be a leader in foreign direct investment, and major global companies including Boeing, Volvo Cars, BMW, Mercedes-Benz Vans, Giti Tire, Continental, Michelin, Bridgestone, and Bosch have operations throughout the state.

Business development in the state can largely be attributed to the state's pro-business environment. Area Development Magazine ranked South Carolina as one of the top states to do business in the nation over the last few years because of its overall low cost of doing business, incentives, cooperative state government, low taxes, and speed of permitting (2016). Other factors that promote a friendly business environment include its status as a right-to-work state, low industrial power rates, and ease of transportation. The state has approximately 846 miles of interstate; 2,300 miles of railroads served by CSX Transportation, Norfolk Southern, and eight independent lines; two international airports, the Greenville-Spartanburg International Airport and the Charleston International Airport; and two ports, the Port of Georgetown and the Port of

Charleston, a major deep-water port in the nation (SC Power Team, State of Investment), which provide companies with many modes of transportation.

Historically, the state's economy was driven by cotton and textiles, but most of the mills have now closed. Today, South Carolina's lumber industry relies on the approximately 12.5 million acres of forestland that cover the state. Other leading manufactures are chemicals, machinery, and automobiles. In agriculture, tobacco and soybeans now rival cotton as South Carolina's chief crops. Broiler chickens and cattle are economically important, and peanuts, pecans, sweet potatoes, and peaches are grown in abundance. Fishing is a major commercial enterprise with the chief catches being blue crabs and shrimp. Military bases and nuclear facilities are important to the economy, and the tourist industry today ranks as the state's chief source of income.

### *The County*

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

Starting in the late 1950s, Beaufort's dominance over the county began to be challenged by the development of Hilton Head Island as a major destination resort aimed at both seasonal visitors and retirees. In 1950, the county population was approximately 27,000. Since then it has grown six-fold and the bulk of that growth has been in the Hilton Head area. The consequence is a somewhat bifurcated county, with the northern 'old-school' Beaufort part of the county frequently over-shadowed by the relative size and affluence of Hilton Head, and its newcomers, in the southern part of the county.

### *The Local Market & Economy*

The subject property is located in Beaufort County. According to the U.S. Census Bureau, for the five-year period ending December, 2016, the last year for which reliable data is available, the local, average, per capita income was \$30,929 and the median household income was \$67,157. Based on data published by the South Carolina Employers Association, as of April 2018, local unemployment stood at 2.4%. The

comparative numbers for South Carolina were \$25,521, \$46,898 and 2.8%, respectively, indicating that the area in which the subject property is located is in a comparatively better position, economically, than the state as a whole. Apart from this statistical data, which can sometimes be misleading when addressing property values, we also specifically addressed the market for the subject property. Based on discussion with local realtors from Carson Realty, who are very familiar with the area, the market for properties such as the subject is improved on the prior year. That same source observed that the market for such properties is likely to stay relatively strong for the foreseeable future.

#### *Conclusion on the Market for the Subject Property*

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

### **The Sales Approach**

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

On the following pages are the properties that we identified as suitable comparables for the purpose of establishing market value for the subject property. Research indicates that the typical unit of comparison is upland acreage for the comparables sales, therefore, we will consider only the upland acreage for the subject property.

This data has then been analyzed, summarized and adjusted to reflect the variations within those properties that would tend to affect such value.

### Comparable Sale 1

Location	May River & Buck Island Road, Bluffton, SC 29910
Date of sale	August 9, 2017
Grantor	Albert E. Brown, III and Allena Lee-Brown
Grantee	New South Living, LLC
Total price	\$215,000
Acres	4.091
Per acre value	\$52,554
Current use	Vacant Land
Tax ID	R610-039-000-0745-0000
Deed book/page	3598/2531
Verification	Public Records, Local Realtor, Costar

**Comments** This is the sale of a 6.24 acre parcel that is located near the corner of May River Road and Buck Island Road in close proximity to downtown Bluffton, SC. It is surrounded by residential housing and is zoned Neighborhood Core by the Town of Bluffton. This zoning allows business uses as well as residential development. The property has 4.091 acres of uplands.





**Comparable Sale 2**

Location	2020 and 2080 Benton Blvd., Savannah, GA 31407
Date of sale	February 29, 2016
Grantor	Acorn 6B Highway 25 Real Estate, LLC
Grantee	2080 Benton Boulevard, LLC
Total price	\$1,973,832
Acres	37.545
Per acre value	\$52,572
Current use	Vacant Land
Tax ID	2-1016-02-064 & 065
Deed book/page	742/155
Verification	Public Records, Local Realtor, Costar

**Comments** This is the sale of two adjacent parcels, Tract 2-A and Tract 2-B. Tract 2-A has 24.743 acres of uplands and Tract 2-B has 12.802 acres of uplands. The parcels are a portion of the Highlands Park subdivision. The property is in the Pooler area of Chatham County, GA to the west of Savannah. This area is growing at a high rate and has been for the past several years. The site is just off Jimmy Deloach Parkway.



**Comparable Sale 3**

Location	369 Okatie Highway, Port Royal, SC 29935
Date of sale	November 28, 2016
Grantor	Lyttleton Partners, LLC
Grantee	Beaufort County
Price	\$3,300,000
Acres	72.050
Per acre value	\$45,802
Current use	Vacant Land
Tax ID	R110-006-000-003C-0000
Deed book/page	3534/98
Verification	Public Records, Local Realtor, Costar

**Comments** This is the sale of a 95.81 acres tract that has 72.05 acres of uplands and 23.76 acres of lowlands. The site is located on the marshes and waterway of Chechessee Creek off of the Broad River to the west of Port Royal, SC. The property was sold to Beaufort County and the Port Royal Sound Foundation who will hold for conservation. The Grantee plans to build a learning center on the site.



**Comparable Sale 4**

Location	Pritcher Point Road & Malphrus Road, Okatie, SC 29909
Date of sale	April 22, 2016
Grantor	BBII Holding Company, LLC
Grantee	TBD
Price	\$3,600,000
Acres	60.900
Per acre value	\$59,113
Current use	Vacant Land
Tax ID	R600-013-000-008C-0000
Deed book/page	3370/2462
Verification	Public Records, Local Realtor, Costar

**Comments** This land tract is under contract. It is referred to as River Oaks at Okatie Village. The site contains 63.54 acres, of which 60.90 acres consists of uplands and is near the Okatie River, but has no frontage along that waterway. There are no known entitlements on this property. The property is mostly comprised of flat highland which is zoned for 330 residential units plus 60 nursing beds. It is located next to Okatie Elementary School and is approximately ten minutes from Hilton Head and fifteen minutes from Beaufort, SC.



### Location Map

The following map shows the relative position of these comparables to the subject property (subject is the yellow pin). The relative distance (miles) of the comparables from the subject is located below the map.



Comp	Address	Date	Price	Distance
Subject	75 Confederate Ave.	-	-	-
1	May River & Buck Island Road	8/9/2017	\$215,000	1.91
2	2020 and 2080 Benton Blvd.	2/29/2016	\$1,973,832	22.44
3	369 Okatie Highway	11/28/2016	\$3,300,000	10.28
4	Pritcher Point Road & Malphrus Road	4/22/2016	\$3,600,000	8.10

### Adjustments & Summary

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

<b>Comparable</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Date	8/9/17	2/29/16	11/28/16	4/22/16
Price	\$215,000	\$1,973,832	\$3,300,000	\$3,600,000
Acres	4.09	37.55	72.05	60.90
Per acre bare land value	\$52,554	\$52,572	\$45,802	\$59,113
<b>Transaction adjustments</b>				
Property rights				
<i>As adjusted</i>	\$52,554	\$52,572	\$45,802	\$59,113
Finance or Concessions				(10%)
<i>As adjusted</i>	\$52,554	\$52,572	\$45,802	\$53,202
Conditions of sale				
<i>As adjusted</i>	\$52,554	\$52,572	\$45,802	\$53,202
Post Acqn. Costs				
<i>As adjusted</i>	\$52,554	\$52,572	\$45,802	\$53,202
Market Timing				
	\$52,554	\$52,572	\$45,802	\$53,202
<b>Property adjustments</b>				
Location	8%	21%	7%	12%
Adjustments	8%	21%	7%	12%
<b>As adjusted value</b>	\$56,759	\$63,613	\$49,008	\$59,586
Relative size				
Total net adjustments	8%	21%	7%	12%
<b>As adjusted price</b>	\$56,759	\$63,613	\$49,008	\$59,586

### Transactional Adjustments

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



the analysis of the comparable sales, we determined that one transactional adjustment was warranted. The listing is under contract and market research represents that properties in the area are selling around ten percent less than their asking prices with an adjustment applied to this comparable.

#### *Location Adjustments*

The location of properties can have a significant impact on their perceived and actual value. In considering the subject property and the comparables we looked at three locational factors that, in our opinion, influence and affect value. Those three factors are: view, the local economy and the property's surroundings. In order to establish relative values for these factors, we have assigned each of the properties, for each factor, a value on a scale from 1 to 5, with 5 being the highest, as follows.

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

#### *View*

Sale 3 is located on the marshes and waterway of Chechessee Creek off of the Broad River to the west of Port Royal, SC, with a good water view. The subject property nor any of the other sales are located on waterways or marshes. It was necessary to make an upward adjustment for this characteristic to Sale 3.

#### *Local Economy*

For commercial enterprises, it makes sense to grade the property by reference to the local economy. In order to compare such economies, we have utilized the median household income for each area, as provided by the Census Bureau. In this case, the subject and the comparable sales are all located in the same immediate area resulting in the same rating of 3 for 'Local economy'.

#### *Surroundings*

Properties often have features or conditions in their immediate surroundings that make them more or less desirable. Again, as with 'visibility', the assignment of the relative

values is necessarily a subjective task but, through its usage, does permit a reasonable assessment of the property's surroundings in the context of its commercial appeal.

(If the resultant comparable scale value exceeds '5', the highest value on the scale, then it is automatically adjusted down to '5' for summary analysis purposes, below.)

### *Summary*

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

	<i>Subject</i>	<i>Comp 1</i>	<i>Comp 2</i>	<i>Comp 3</i>	<i>Comp 4</i>
View	3.0	3.0	3.0	4.0	3.0
Local economy	3.0	3.0	1.7	2.6	2.6
Surroundings	4.0	3.0	3.0	2.5	3.0
	13.0	12.0	10.7	12.1	11.6
Location adjustment		8%	21%	7%	12%

### *Relative Size*

In general, it is an established probability that the larger a property, the lower its per unit value. For that reason, it is important that small properties not be relied upon to value large properties. In this selected group of comparables we have attempted to address this issue by selecting only those sales that are reasonably comparable, among other things, by reference to their relative size. However, as these comparables do vary in size, we did perform a test, using simple linear regression analysis, to determine whether or not they exhibited any reasonable level of correlation between their size and their as-adjusted values. Based on that analysis, we determined that there was no such level of correlation and, accordingly, no adjustment for relative size was deemed appropriate.

### *Summary of Value*

We have placed emphasis on Sale 1 which is closest in proximity to the subject. We have also placed weight on Sale 2 which is most similar in acreage size to the subject. Therefore, in our opinion, a reasonable market value for the subject property is \$60,000

per acre. Multiplying the estimated value of \$60,000 per acre by the subject's upland acreage of 24.25 acres gives an approximate value of \$1,455,000, 'as is'.

### **The Appraised Value**

Based on the preceding analysis of comparable sales, we determined the value of the subject property 'as is' to be \$1,455,000 as of Thursday, May 24, 2018.

## Definitions, Assumptions and Limiting Conditions

### Type and Definition of Value

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

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

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

### General Assumptions

This appraisal report is based on the following assumptions:

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

The property is under responsible ownership and management.

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

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

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

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

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

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

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

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

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

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

### **Limiting Conditions**

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

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



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

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

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

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

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

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

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

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

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

To the best of our knowledge, the presence of Radon has not been detected on this property or, if detected, has been determined that the level is considered safe according to the standards established by the Environmental Protection Agency. We do not, however,

make any guarantees or warranties that the property has been tested for the presence of Radon, or, if tested, that the tests were conducted pursuant to EPA approved procedures.

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

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

#### **Extraordinary Assumptions and Hypothetical Conditions**

An extraordinary assumption is 'an assumption, directly related to a specific assignment-specific assumption as of the effective date regarding uncertain Information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.' (USPAP 2018-2019)

A hypothetical condition is 'a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.' (USPAP 2018-2019)

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

## **Certification and Qualifications of the Appraiser**

### **Certification Statement**

I certify to the best of my knowledge and belief:

1. The statements of facts contained in this report are true and correct to the best of my knowledge.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved.
4. I have not previously appraised the real property which is the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved in the assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development of reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. I have not made a personal inspection of the exterior of the subject property.
9. No one provided professional real estate appraisal assistance to the person(s) signing this report.

10. Although several market participants may be contacted as a part of my routine market research investigation, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.
11. This appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery & Enforcement ACT (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraisal report was signed.
12. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.
13. This appraisal was prepared in accordance with the requirements of FDIC Law, Regulations, Related Acts: 12 CFR Part 323, and any applicable implementing regulations in effect at the time the appraisal report was signed.

Professional Associations

14. As of this date of this report, I am in good standing and I have completed the continuing educational requirements as a designated member of the International Right-of-Way Association.
15. As of this date of this report, I am in good standing and a Practicing Affiliated member of the Appraisal Institute.
16. As of this date of this report, I am in good standing and I have completed the continuing educational requirements as (RP) Real Property designated member of the American Society of Appraisers.
17. As of this date of this report, I am in good standing and I have completed the continuing educational requirements as (ARM) Appraisal Review Management -Real Property designated member of the American Society of Appraisers.



---

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

## **Statement of Qualifications of the Appraiser**

**Travis Lee Avant,**

ASA -Accredited Senior Appraiser Designation, ARM RP- Appraisal Review & Management Designation, R/W-AC- Senior Right-of-Way Appraiser

### ***Current State Certified General Real Estate Appraiser License***

Alabama, Arkansas, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee and Virginia – temporary licenses in past - Texas and Florida

### ***SC Brokers Real Estate License***

South Carolina, Accredited Buyers Representation - ABR® designee

### ***Employment History***

1983 to 1986    United States Army  
1986 to 2000    Law Enforcement, Colleton Co. SC, including six years as elected Sheriff  
2000 to 2003    Criminal Investigator, SC Law Enforcement Division  
2003 to 2007    General Appraiser, Hartnett & Co, Charleston, SC  
2007 to date    Founder and principal appraiser of Compass South Appraisals

### ***Education***

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

### ***Business and Professional Affiliations***

Certified General Real Estate Appraiser- licensed in several states  
Designated ASA-RP Member of the American Society of Appraisers  
Designated (ARM-RP) Appraisal Reviewer - RP with the ASA  
Member At-Large of the ASA - ARM Discipline Committee  
Designated Member of the International Right-A-Way Association  
Designated Member of the National Association of Realtors  
Practicing Affiliate of the Appraisal Institute  
Board President, Palmetto Telephone Cooperative  
Board Director, Palmetto Agribusiness Council



### ***Appraisal Experience***

Fifteen years as an appraiser with extensive experience appraising various types of rural commercial properties. Our firm is experienced in appraising many commercial, industrial, office and retail uses, c-stores and a variety of special purposes type properties. We have extensive experience with conservation easements, timberland, recreational property, historical plantations and ag products, such as, poultry, swine, blueberries and orchards. I have completed over hundreds of eminent domain assignments and I have litigation experience and have provided these services for many property owners, several counties and municipal governments, utility companies and law firms. I completed over 100 hours of training with American Society Appraisers with emphasis on appraisal review training and have experience providing technical and USPAP compliance appraisal reviews.

### ***Appraisal Education***

The Law and Litigation with Eminent Domain, SC Bar, 2018  
Uniform Standards, USPAP, 2018-2019 and every year and current  
Eminent Domain and Condemnation, Appraisal Institute, 2018  
Expert Witness / Scope of Work / Going Concern, Appraisal Society Appraisers 2017  
Forest Valuation II, Appraisal Institute, 2017  
Principals of Real Estate Appraisals, IRWA 2017  
Uniform Appraisal Standards for Federal Land Acquisitions, 2016, 2017  
Ethics and the Right of Way Profession, IRWA, 2016  
Appraisal Review Management, Appraisal Society Appraisers, 2015, 2016  
Accredited Buyers Representation - ABR® designee, NAR, 2015  
Standards of Practice for the Right of Way Professional, IRWA 2015  
The Valuation of Partial Acquisitions, IRWA 2015  
Real Estate Finance, Statistics Valuation Modeling, Appraisal Institute, 2013  
General Appraisal Report Writing and Case Studies, Appraisal Institute, 2013  
Hypothetical and Extraordinary Conditions, Appraisal Institute, 2012  
Conservation Easements, 2006, 2012, 2013, 2015  
Business Practice & Ethics, Appraisal Institute, 2012  
Fundamentals of Separating Real Property, 2012  
Appraising the Appraiser, Appraisal Institute, 2012  
Applied Forest Finance, FORISK, 2010  
Advanced Sales and Cost Approach, Appraisal Institute, 2009  
Advanced Income Capitalization, Appraisal Institute, 2009  
Commercial Real Estate Analysis, CCIM, 2006  
The Professional Guide to URAR- Secondary Mortgages, 2005  
Eminent Domain, 2006, 2007  
Appraisal Principles, Appraisal Institute, 2005  
Discounted Cash Flow, 2004  
Applied Income Property Valuation, 2003

Advanced Income Capitalization Procedures, 2003

Introduction to Income Property Appraisal, 2003

Financial Cash Flow, 2003, 2013

Appraising Single family Residences, 2003

Applied Property Valuation Case study 2003

Principals of Real Estate Appraisals, 2003



## **Certification and Qualifications of the Appraiser**

### **Certification Statement**

I certify to the best of my knowledge and belief:

1. The statements of facts contained in this report are true and correct to the best of my knowledge.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved.
4. I have not previously appraised the real property which is the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved in the assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development of reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. I have made a personal inspection of the subject property.
9. No one provided professional real estate appraisal assistance to the person(s) signing this report.

10. Although several market participants may be contacted as a part of my routine market research investigation, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.
11. This appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery & Enforcement ACT (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraisal report was signed.
12. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
13. This appraisal was prepared in accordance with the requirements of FDIC Law, Regulations, Related Acts: 12 CFR Part 323, and any applicable implementing regulations in effect at the time the appraisal report was signed.
14. The use of this report is subject to the requirements of the Appraisal Institute relating to the reviews by its duly authorized representative.
15. As of this date of this report, I am in good standing and a Practicing Affiliated member of the Appraisal Institute.



---

Jennifer G. Dean  
SC Certified General Real Estate Appraiser CG 5598

## **Statement of Qualifications of the Appraiser**

Jennifer G. Dean, CG 5598

### *Employment History*

1991 to 2005 Rhodes Oil Company, Inc., Walterboro, SC

2006 to 2007 General Appraiser, Hartnett & Co, Charleston, SC

2007 to date General Appraiser of Compass South, Inc.

### *Education*

1989 Graduate of the University of South Carolina, Associates Degree

1991 Graduate of the University of South Carolina, Bachelors of Arts Degree

### *Business and Professional Affiliations*

Practicing Affiliate of the Appraisal Institute

General Accredited Appraiser / National Association of Realtors / Appraisal Section

SC Real Estate License

National, State and Local Realtors Association

### *Appraisal Education*

American Society of Appraisers, Appraisal Review Management 201, 2018

Supervisor-Trainee Course for South Carolina 2016

General Appraiser Report Writing and Case Studies 2016

The Lender Client and the Appraiser 2015

Professional Expectations and Obligations 2015

Title Insurance for Real Estate Professionals 2015

Uniform Standards, USPAP, 2005, 2006, 2008, 2010, 2012, 2014, 2016, 2017

Liability Issues for Appraisers Performing Litigation 2014

Marketability Studies: Six-Step Process & Basic Applications 2014

Advanced Education Diagnostic Test 2013

Fundamentals of Separating Real Property, 2013

Personal Property and Intangible Business Assets 2012

Square Footage and Other Essential Topics, 2012

Developing, Understanding and Defending Adjustments, 2012

Business Practices and Ethics, AI, 2009, 2011, 2013, 2014

Advanced Excel, Appraisal Institute, 2011

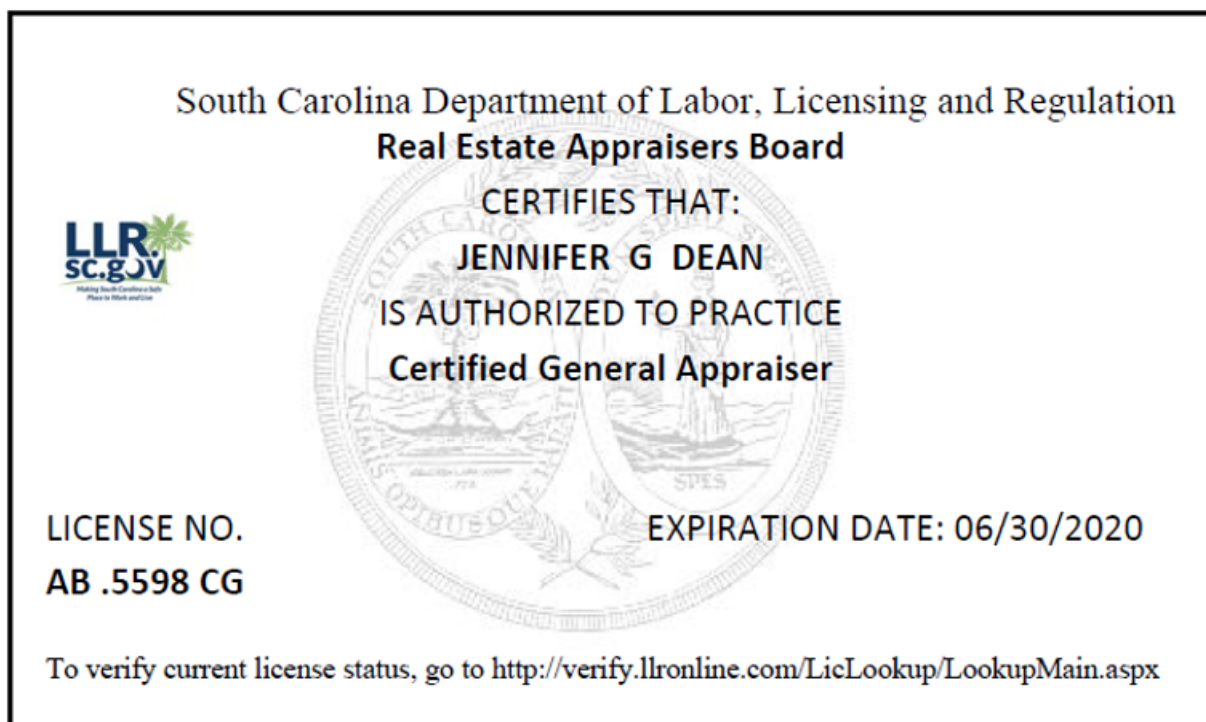
Residential Design: The Makings of a Good House, AI, 2010

Commercial Appraisal Engagement and Review, 2010

Appraisal Challenges: Declining Markets & Sales Concessions, 2008



Valuation of Conservation Easements, AI, 2008  
Eminent Domain, 2006  
Applied Income Property Valuation, 2005  
Advanced Income Capitalization Procedures, 2005  
Introduction to Income Property Appraisal, 2005  
Discounted Cash Flow Analysis, 2005  
HP-12C Financial Cash Flow, 2004  
Applied Residential Property Valuation, 2004  
Appraising the Single-Family Residence, 2004  
Principles of Real Estate Appraisal, 2004



**Addenda**

Addendum A	Engagement
Addendum B	Property Card & Taxes
Addendum C	Flood Map
Addendum D	Wetlands Survey
Addendum E	Letter from Department of the Army



May 21, 2018

Alison Guilloud  
705 Washington Street  
Beaufort, SC29902  
[guillouda@gmail.com](mailto:guillouda@gmail.com)

### **Contract of Services for Appraisal Services**

**Subject property:** R600-039-00B-0147-0000 located at 75 Confederate Ave in Bluffton.

Dear Ms. Guilloud and Mr. Bailey:

In accordance with your request, we are pleased to submit this proposal for an appraisal report on the subject property identified above. The proposed report will be prepared and submitted in accordance with your instructions, subject to the following terms and conditions.

### **Purpose of the Report**

The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject property in 'as is condition' as of Friday, May 25, 2018. The report is to be used for portfolio evaluation Purposes and the intended users are owners of the property.

### **Appraisal Standards and Confidentiality**

This report will be prepared and presented in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), as adopted by the Appraisal Standards Board of the Appraisal Institute and the rules and regulations of the state. Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

### **Conditions of Limitation**

The report will be made subject to certain general assumptions and limiting conditions that will be identified in the appraisal report.

There will be no extraordinary assumptions or hypothetical conditions in this report

### **Extraordinary Assumptions**

An extraordinary assumption is 'an assumption, directly related to a specific assignment-specific assumption as of the effective date regarding uncertain Information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. (USPAP 2018-2019)

### **Hypothetical Conditions**

A hypothetical condition is 'a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. (USPAP 2018-2019)

### **Fees**

Our estimated fee for performing all services necessary to complete this engagement will be **\$1,475**. The fee is due up front - prior to providing this assignment.

### **Due Date**

Subject to unforeseen and unavoidable circumstances, our report will be completed and submitted to you no later than **fifteen** business days following our receipt of your signed acknowledgement and acceptance of the terms of this engagement letter.

I have not previously appraised nor provided any service in any other capacity, regarding the real property which is the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.

### **Changes to Agreement**

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

### **Cancellation**

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

### **No Third Party Beneficiaries**

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

### **Use of Employees or Independent Contractors**

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

### **Testimony at Court of Other Proceedings**

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

### **Appraisers Independence**

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

### **Expiration of Agreement**

This Agreement is valid only if signed by both Appraiser and Client within **five days** of the Date of Agreement specified.



**Governing Law & Jurisdiction**

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

Thank-you for the opportunity to provide the requested appraisal service. If the preceding terms and conditions are acceptable please sign the acknowledgement, below, and return a signed copy to us.

Yours sincerely,



Travis Lee Avant, ASA, ARM-RP, R/W-AC  
Principal Owner and Certified General Real Estate Appraiser

**Acknowledgement**

I have read the terms and conditions of this engagement letter, as set forth above, and both understand and agree to such terms and conditions.

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Date)

***Statement of Qualifications of the Appraiser***

**Travis Lee Avant,**

ASA -Accredited Senior Appraiser Designation, ARM RP– Appraisal Review & Management Designation, R/W-AC- Senior Right-of-Way Appraiser

***Current State Certified General Real Estate Appraiser License***

Alabama, Arkansas, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee and Virginia – temporary licenses in past - Texas and Florida

***SC Brokers Real Estate License***

South Carolina, Accredited Buyers Representation - ABR® designee

***Employment History***

1983 to 1986 United States Army  
1986 to 2000 Law Enforcement, Colleton Co. SC, including six years as elected Sheriff  
2000 to 2003 Criminal Investigator, SC Law Enforcement Division  
2003 to 2007 General Appraiser, Hartnett & Co, Charleston, SC  
2007 to date Founder and principal appraiser of Compass South Appraisals

***Education***

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

***Business and Professional Affiliations***

Certified General Real Estate Appraiser- licensed in several states  
Designated ASA-RP Member of the American Society of Appraisers  
Designated (ARM-RP) Appraisal Reviewer - RP with the ASA  
Member At-Large of the ASA - ARM Discipline Committee  
Designated Member of the International Right-A-Way Association  
Designated Member of the National Association of Realtors  
Practicing Affiliate of the Appraisal Institute  
Board President, Palmetto Telephone Cooperative  
Board Director, Palmetto Agribusiness Council

***Appraisal Experience***

Fifteen years as an appraiser with extensive experience appraising various types of rural commercial properties. Our firm is experienced in appraising many commercial, industrial, office and retail uses, c-

stores and a variety of special purposes type properties. We have extensive experience with conservation easements, timberland, recreational property, historical plantations and ag products, such as, poultry, swine, blueberries and orchards. I have completed over hundreds of eminent domain assignments and I have litigation experience and have provided these services for many property owners, several counties and municipal governments, utility companies and law firms. I completed over 100 hours of training with American Society Appraisers with emphasis on appraisal review training and have experience providing technical and USPAP compliance appraisal reviews.

### ***Appraisal Education***

The Law and Litigation with Eminent Domain, SC Bar, 2018  
Uniform Standards, USPAP, 2018-2019 and every year and current  
Eminent Domain and Condemnation, Appraisal Institute, 2018  
Expert Witness / Scope of Work / Going Concern, Appraisal Society Appraisers 2017  
Forest Valuation II, Appraisal Institute, 2017  
Principals of Real Estate Appraisals, IRWA 2017  
Uniform Appraisal Standards for Federal Land Acquisitions, 2016, 2017  
Ethics and the Right of Way Profession, IRWA, 2016  
Appraisal Review Management, Appraisal Society Appraisers, 2015, 2016  
Accredited Buyers Representation - ABR® designee, NAR, 2015  
Standards of Practice for the Right of Way Professional, IRWA 2015  
The Valuation of Partial Acquisitions, IRWA 2015  
Real Estate Finance, Statistics Valuation Modeling, Appraisal Institute, 2013  
General Appraisal Report Writing and Case Studies, Appraisal Institute, 2013  
Hypothetical and Extraordinary Conditions, Appraisal Institute, 2012  
Conservation Easements, 2006, 2012, 2013, 2015  
Business Practice & Ethics, Appraisal Institute, 2012  
Fundamentals of Separating Real Property, 2012  
Appraising the Appraiser, Appraisal Institute, 2012  
Applied Forest Finance, FORISK, 2010  
Advanced Sales and Cost Approach, Appraisal Institute, 2009  
Advanced Income Capitalization, Appraisal Institute, 2009  
Commercial Real Estate Analysis, CCIM, 2006  
The Professional Guide to URAR- Secondary Mortgages, 2005  
Eminent Domain, 2006, 2007  
Appraisal Principles, Appraisal Institute, 2005  
Discounted Cash Flow, 2004  
Applied Income Property Valuation, 2003  
Advanced Income Capitalization Procedures, 2003  
Introduction to Income Property Appraisal, 2003  
Financial Cash Flow, 2003, 2013  
Appraising Single family Residences, 2003  
Applied Property Valuation Case study 2003  
Principals of Real Estate Appraisals, 2003





## Beaufort County, South Carolina

generated on 5/21/2018 3:04:12 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R600 039 00B 0147 0000	00861794	75 CONFEDERATE AVE,	5/20/2018	2016	2017

## Current Parcel Information

Owner	RAYMOND HAROLD BAILEY TRUST	Property Class Code	AgVac Forest
Owner Address	705 WASHINGTON ST BEAUFORT SC 29902	Acreage	54.3200
Legal Description	SUBJ TO ROLL BACK TAX LIEN #BKM274 PAR B PB 29 P 81 T ACCT 1987 TIMBER		

## Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2017	\$1,035,800		\$1,035,800	\$202.60	\$202.60
2016	\$1,035,800		\$1,035,800	\$201.17	\$201.17
2015	\$1,035,800		\$1,035,800	\$100.56	\$100.56
2014	\$1,035,800		\$1,035,800	\$99.33	\$239.23
2013	\$1,035,800		\$1,035,800	\$97.01	\$97.01
2012	\$1,593,531		\$1,593,531	\$89.56	\$89.56
2011	\$1,593,531		\$1,593,531	\$88.72	\$88.72
2010	\$1,593,531		\$1,593,531	\$88.14	\$88.14
2009	\$1,593,531		\$1,593,531	\$86.92	\$89.53
2008	\$2,716,000		\$2,716,000	\$95.52	\$105.07
2007	\$2,716,000		\$2,716,000	\$89.92	\$89.92

## Sales Disclosure

Grantor	Book & Page	Date	<a href="#">Deed</a>	Vacant	Sale Price
BAILEY RAYMOND H	3171 2870	7/19/2012	Fu		\$0
BAILEY RAYMOND H	317 1468	2/1/1981	Fu		\$0
		12/31/1776	Or		\$0

## Improvements

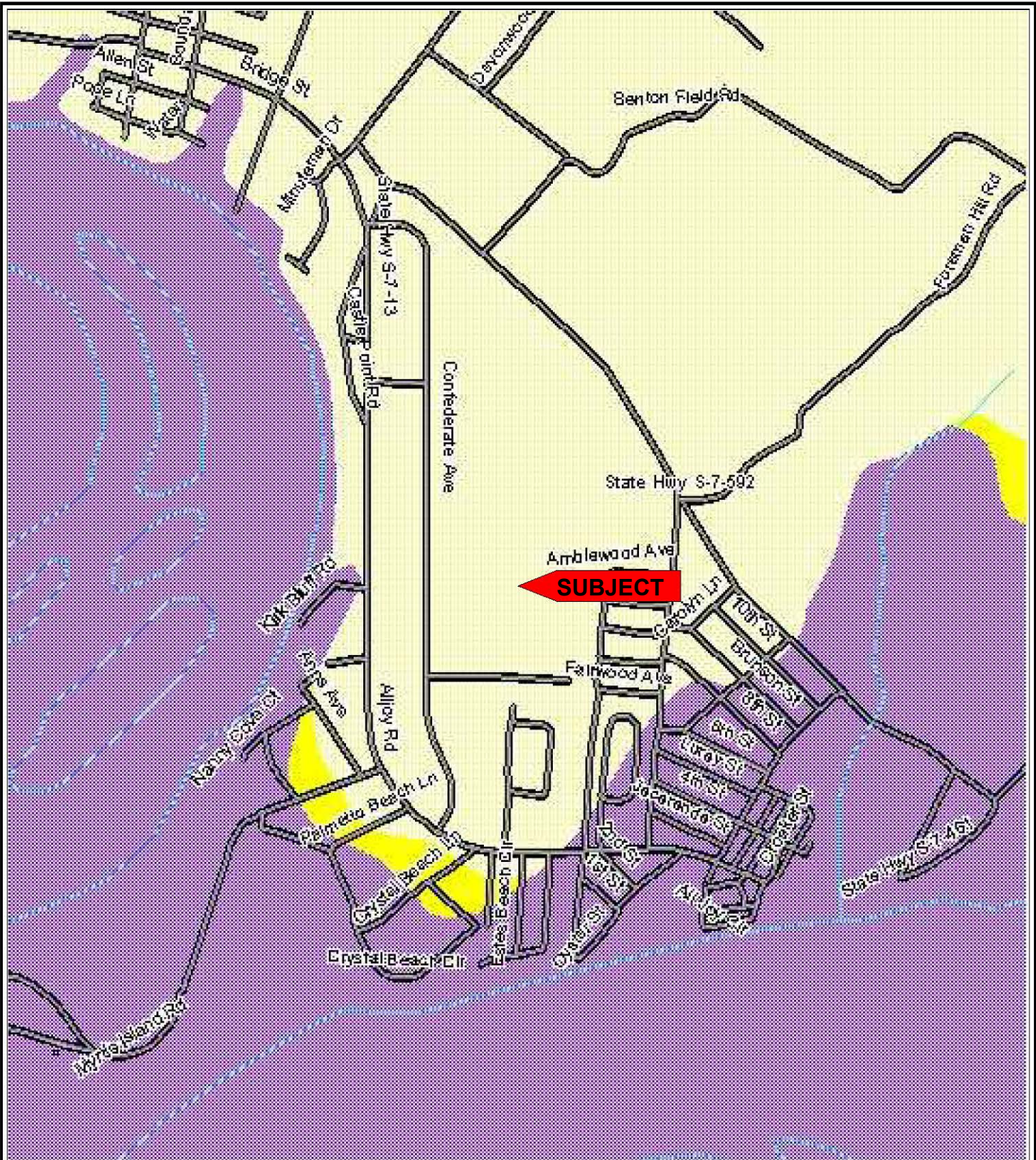
Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
----------	------	----------------------	------------------	---------	-------	----------------	------------------



Features & Exterior Features					
Building	Type	Feature Code	Description	No. / Sq.Ft.	Value



Borrower				
Property Address				
City	County	State	Zip Code	29910-7227
Lender/Client	Address			



Flood Map Legends	Flood Zone Determination
<b>Flood Zones</b> <ul style="list-style-type: none"><li>Areas inundated by 500-year flooding</li><li>Areas outside of the 100 and 500 year flood plains</li><li>Areas inundated by 100-year flooding</li><li>Areas inundated by 100-year flooding with velocity hazard</li><li>Floodway areas</li><li>Floodway areas with velocity hazard</li><li>Areas of undetermined but possible flood hazard</li><li>Areas not mapped on any published FIRM</li></ul>	<b>SFHA (Flood Zone): Out</b> Within 250 ft. of multiple flood zones? <b>No</b> Community: <b>450025</b> Community Name: <b>UNINCORPORATED AREAS</b> Zone: <b>C</b> Panel: <b>45013C 0115D</b> Panel Date: <b>09/29/1986</b> FIPS Code: <b>45013</b> Census Tract: <b>0021.08</b>  This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

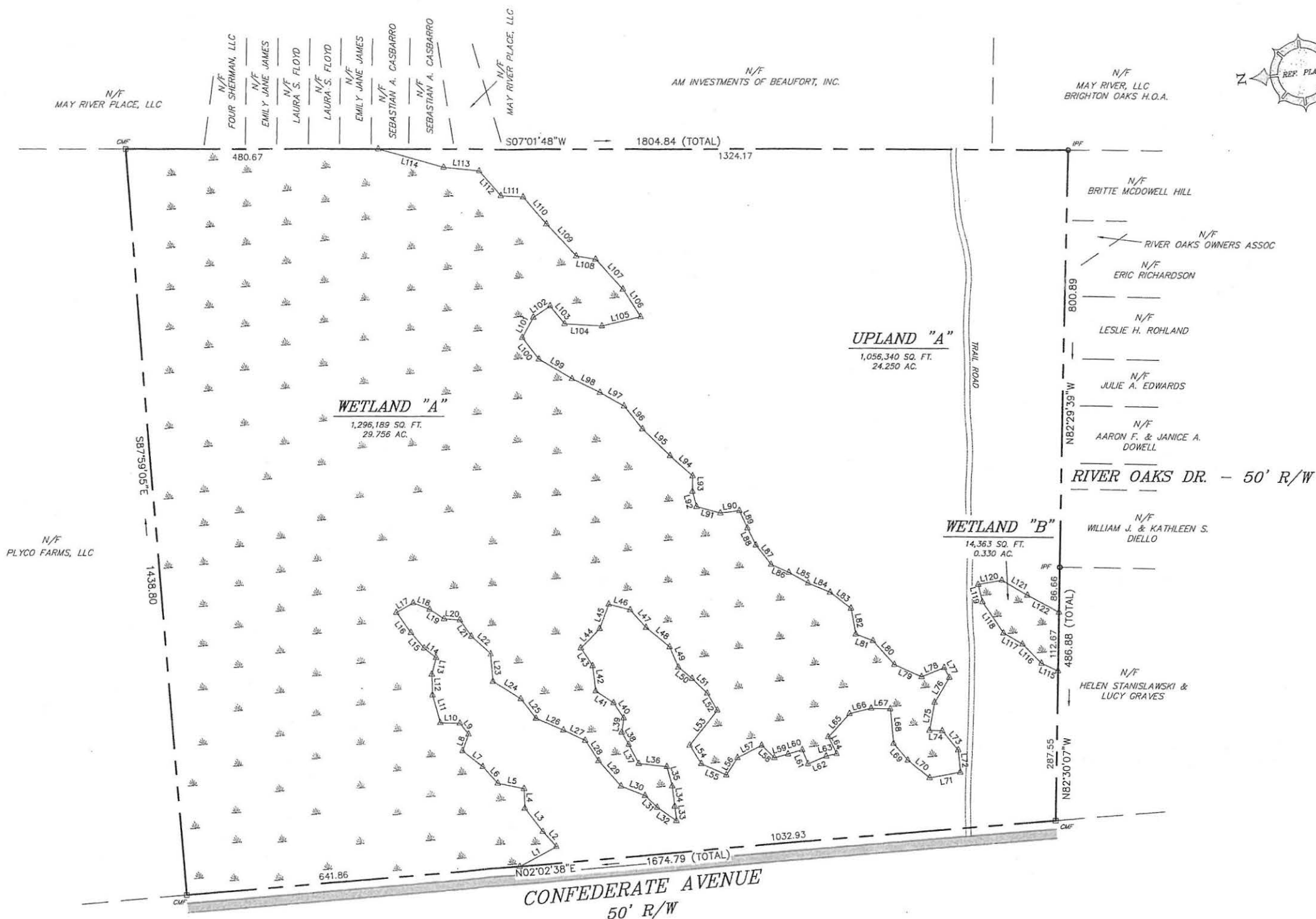




VICINITY MAP NOT TO SCALE

LINE	LENGTH	BEARING
L1	78.81	S21°54'28"E
L2	38.46	N55°07'35"E
L3	55.95	N58°19'41"E
L4	37.60	S85°26'28"E
L5	51.21	N18°31'19"E
L6	43.85	N53°47'09"E
L7	49.79	N44°16'02"E
L8	33.95	S63°30'39"E
L9	27.08	N58°24'03"E
L10	37.63	N08°32'29"E
L11	55.70	N81°16'17"E
L12	40.23	S85°12'22"E
L13	32.93	S69°08'41"E
L14	29.37	N45°02'04"E
L15	39.43	N55°37'38"E
L16	47.85	N60°07'11"E
L17	37.87	S22°52'51"E
L18	34.68	S28°17'33"W
L19	32.91	S40°22'01"W
L20	30.59	S11°21'04"W
L21	38.30	S61°03'27"W
L22	51.41	S48°32'14"W
L23	52.65	N88°32'58"W
L24	63.45	S38°58'42"W
L25	47.14	S59°46'14"W
L26	57.03	S30°37'28"W
L27	46.07	S32°46'33"W
L28	46.77	S63°11'21"W
L29	64.98	S55°46'01"W
L30	49.79	S28°33'15"W
L31	32.49	S51°25'02"W
L32	45.22	S41°15'31"W
L33	27.48	S89°51'51"E
L34	39.25	N89°34'53"E
L35	38.95	N81°06'30"E
L36	54.23	N13°52'22"E
L37	41.27	N68°31'50"E
L38	27.19	N66°58'16"E
L39	27.80	S75°40'30"E
L40	34.98	N63°41'05"E
L41	41.21	N40°49'34"E
L42	48.72	N89°26'10"E
L43	40.67	N64°12'00"E
L44	51.25	S39°08'14"E
L45	50.15	S63°17'00"E
L46	42.47	S22°06'11"W
L47	45.83	S55°04'11"W
L48	58.69	S46°27'17"W
L49	42.48	S73°09'55"W
L50	33.81	S46°33'42"W
L51	40.90	S51°19'30"W
L52	38.47	S66°07'39"W
L53	85.44	N44°58'33"W
L54	41.90	S64°16'53"W
L55	52.75	S32°14'44"W
L56	39.77	S50°07'43"E
L57	52.67	S20°02'32"E
L58	34.43	S51°06'19"W
L59	27.51	S08°25'38"E
L60	28.68	S09°31'44"E
L61	29.18	S73°46'50"W

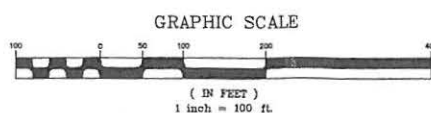
LINE	LENGTH	BEARING
L62	37.61	S15°55'26"E
L63	20.17	S07°23'04"E
L64	35.74	N70°41'55"E
L65	60.69	S41°21'18"E
L66	42.07	S07°30'14"E
L67	36.72	S08°55'17"W
L68	67.38	N88°47'19"W
L69	42.01	S55°47'07"W
L70	54.38	S45°44'36"W
L71	60.17	S03°47'32"E
L72	42.97	S88°53'05"E
L73	48.27	N56°45'57"E
L74	24.66	N08°35'52"E
L75	54.77	S73°06'11"E
L76	55.95	S52°28'47"E
L77	21.46	N67°49'40"E
L78	46.55	N15°08'41"W
L79	57.63	N30°19'51"E
L80	61.59	N54°53'09"E
L81	34.82	N27°37'49"E
L82	50.71	N86°19'52"E
L83	50.34	N44°40'57"E
L84	46.10	N29°44'20"E
L85	42.64	N35°10'25"E
L86	37.65	N31°07'32"E
L87	47.37	N58°05'52"E
L88	36.82	N69°53'00"E
L89	36.87	N71°37'23"E
L90	36.84	N00°01'11"E
L91	47.39	N22°03'23"E
L92	30.71	N81°58'18"E
L93	29.63	S82°58'31"E
L94	58.50	N48°43'03"E
L95	73.78	N51°06'32"E
L96	56.51	N57°47'29"E
L97	53.03	N36°25'15"E
L98	59.47	N33°31'59"E
L99	73.72	N37°58'01"E
L100	52.23	N59°24'28"E
L101	44.09	S54°41'53"E
L102	37.97	S27°52'02"E
L103	44.00	S57°53'20"W
L104	71.22	S10°32'16"W
L105	75.77	S06°40'39"E
L106	62.90	N63°42'45"E
L107	78.33	N54°37'14"E
L108	37.07	N16°32'10"E
L109	84.31	N54°14'14"E
L110	68.63	N56°13'43"E
L111	44.22	N11°01'26"E
L112	63.36	N54°38'32"E
L113	68.75	N12°50'38"E
L114	130.57	N22°36'09"E
L115	35.43	N31°11'33"E
L116	51.79	N51°44'41"E
L117	42.72	N36°37'16"E
L118	72.52	N62°40'02"E
L119	34.52	N82°46'24"E
L120	46.30	S03°27'18"E
L121	57.41	S36°44'02"W
L122	69.40	S35°06'25"W



- NOTES:
1. THIS PROPERTY LIES IN FLOOD ZONE C, NO B.F.E. PER FIRM PANEL 450025 0115-D DATED 9/29/86
  2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. SAID PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, AND/OR ANY OTHER FACTS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  3. THIS PLAT DOES NOT CERTIFY THE ABSENCE OR PRESENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
  4. LOCATIONS OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS AND ARE NOT CERTIFIABLE.
  5. THIS SURVEY IS INTENDED ONLY FOR WHOM IT WAS PREPARED AND IS NOT TRANSFERABLE TO ANYONE, INCLUDING WITHOUT LIMITATION, SUBSEQUENT OWNERS OF THIS PROPERTY.
  6. THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS: AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
  7. ALL BUILDING CODES AND RESTRICTIONS APPLICABLE TO THIS SITE SHALL BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO PERFORMING ANY CONSTRUCTION.

LEGEND  
 CMF OLD CONCRETE MONUMENT FOUND  
 IPF OLD IRON PIN FOUND  
 REFERENCE PLAT:  
 - PLAT BOOK 23, PAGE 81

PREPARED FOR: RAYMOND H. BAILEY



UPLAND "A" = 1,056,340 = 24.250 AC.  
 WETLAND "A" = 1,296,189 = 29.756 AC.  
 WETLAND "B" = 14,363 = 0.330 AC.  
 TOTAL = 2,366,892 = 54.336 AC.

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

Max W. Thomas III  
 S.C.P.L.S. NO. 14537

A FRESHWATER WETLAND DELINEATION  
 SURVEY OF  
**TM# R600-039-00B-0147**  
**CONFEDERATE AVENUE**  
 BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1"=100'  
 DATE: 7/14/15  
 JOB No.: 54228

SURVEYED BY: LC, CP  
 DRAWN BY: MT  
 CHECKED BY: EI

COASTAL SURVEYING CO., INC.  
 49 RIVERWALK BLVD., BLD. 8  
 RIDGETOWN, S.C. 29936  
 (843) 645-4448

Z:\BOUNDARIES\2015\54228R.dwg 7/14/2015 2:26:10 PM EIT



**DEPARTMENT OF THE ARMY**  
CHARLESTON DISTRICT, CORPS OF ENGINEERS  
69A HAGOOD AVENUE  
CHARLESTON, SC 29403-5107

**APR 14 2016**

Regulatory Division

Mr. Ray Bailey  
9 Trumbull Lane  
Savannah, Georgia 31410

Dear Mr. Bailey:

This letter is in response to your request for a Preliminary Jurisdictional Determination (SAC-2016-00077) received in our office on January 13, 2016 for a 54.336-acre site located off of Confederate Avenue in Bluffton, Beaufort County, South Carolina (Latitude: 32.2219 °N, Longitude: -80.8535 °W). The site in question is depicted on the enclosed survey plat entitled "A Freshwater Wetland Delineation Survey of TM# R600-039-00B-0147 Confederate Avenue Bluffton Township, Beaufort County, South Carolina" and dated July 14, 2015 prepared by Coastal Surveying Co., Inc. A Preliminary JD is used to indicate that this office has identified wetlands and/or other waters on the property, and that in lieu of making an Approved Jurisdictional Determination, relies on the presumption of jurisdiction pursuant to 33 CFR 328.3(a) for the purpose of expediting the request for a Preliminary JD.

Based on an on-site inspection, a review of aerial photography, topographic maps, National Wetlands Inventory maps, soil survey information, and Wetland Determination Data Forms, it has been concluded that the boundaries shown on the referenced plat are an accurate representation of the wetlands and/or other waters found within the site. The site in question contains 30.086 acres of federally defined wetlands and/or other waters.

You should be aware that a permit from this office may be required for certain activities in the areas identified as wetlands and/or other presumed waters of the United States, and these areas may be subject to restrictions or requirements of other state or local government entities. In order for a definitive determination of jurisdiction to be provided, you must submit a request for an Approved Jurisdictional Determination (Approved JD). Enclosed is a Preliminary Jurisdictional Determination Form describing the areas in question and clarifying the option to request an Approved JD.

Please note that this is a Preliminary JD, and as such is not an appealable action under the Corps of Engineers administrative appeal procedures defined at 33 CFR 331. If a permit application is forthcoming as a result of this Preliminary JD, a copy of this letter, as well as the plat should be submitted as part of the application. Otherwise, a delay could occur in confirming that a Preliminary JD was performed for the proposed project area.

This Preliminary JD is a non-binding action and as such has no expiration until it is superseded by an Approved JD. If you intend to request an Approved JD in the future, you are advised not to commence work in these wetlands and/or waters prior to receiving the Approved JD. Please note that the accuracy of the boundaries of wetlands and/or other waters shown on the

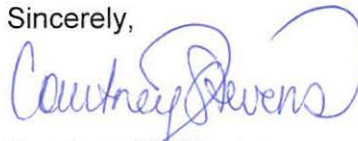
attached plat are **valid for a period of five years from the date of this letter. Beyond five years from the date of this letter this office will consider those boundaries to be a reasonable approximation and therefore subject to change.**

This delineation/determination has been conducted pursuant to Corps of Engineers regulatory authority for the purpose of identifying the geographic extent of waters on the particular site identified in this request. This delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

Enclosed are two copies of the Preliminary Jurisdictional Determination Form signed by our office. Please sign both copies, retain one copy for your records and return one signed copy to this office in the enclosed self-addressed envelope.

Your cooperation in the protection and preservation of our navigable waters and natural resources is appreciated. In all future correspondence concerning this matter, please refer to file number SAC-2016-00077. A copy of this letter is being forwarded to certain State and/or Federal agencies for their information. If you have any questions concerning this matter, please contact Chelsea B. Bowman, Project Manager, at 843-329-8044.

Sincerely,



Courtney M. Stevens  
Watershed Manager

Enclosures:  
Preliminary Jurisdictional Determination Form  
Self-addressed envelope  
Notification of Appeal Options

Copies Furnished:

Mr. Jeffrey Williams  
Sligh Environmental Consultants, Inc.  
31 Park of Commerce Way  
Savannah, South Carolina 31405

Mr. Blair Williams  
South Carolina Department of Health  
and Environmental Control  
Office of Ocean and Coastal  
Resource Management  
1362 McMillan Avenue, Suite 400  
Charleston, South Carolina 29405



**ATTACHMENT**

**PRELIMINARY JURISDICTIONAL DETERMINATION FORM**

**BACKGROUND INFORMATION**

**A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD):** April 5, 2016

**B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:**

Sligh Environmental Consultants, Jeff Williams on behalf of Ray Bailey  
31 Park of Commerce Way, Suite 200 B 9 Trumball Lane  
Savannah, GA 31405 Savannah, GA 31410

**C. DISTRICT OFFICE, FILE NAME, AND NUMBER:** CESAC-RD-S, 50 Acre  
Confederate Avenue Property, SAC-2016-0077

**D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:  
(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES  
AT DIFFERENT SITES)**

State: SC County/parish/borough: Beaufort City: Bluffton  
Center coordinates of site (lat/long in degree decimal format): Lat. 32.2219°  
N, Long. -80.8533° W.

Universal Transverse Mercator:

Name of nearest waterbody: Harbor River

Identify (estimate) amount of waters in the review area:

Non-wetland waters: linear feet: width (ft) and/or acres.

Cowardin Class:

Stream Flow:

Wetlands: 30.086 acres.

Cowardin Class: PFO

Name of any water bodies on the site that have been identified as Section 10  
waters:

Tidal:

Non-Tidal:

**E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT  
APPLY):**

☒ Office (Desk) Determination. Date: January 19, 2016

☒ Field Determination. Date(s): February 1, 2016

1. The Corps of Engineers believes that there may be jurisdictional waters of the  
United States on the subject site, and the permit applicant or other affected party

who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable. This preliminary JD finds that there "*may be*" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

**SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply**

- checked items should be included in case file and, where checked and requested, appropriately reference sources below):

☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Sligh Environmental Consultants, Inc., Jeffrey Williams.

☒ Data sheets prepared/submitted by or on behalf of the applicant/consultant.

☒ Office concurs with data sheets/delineation report.

☐ Office does not concur with data sheets/delineation report.

☐ Data sheets prepared by the Corps: .

☐ Corps navigable waters' study: .

☐ U.S. Geological Survey Hydrologic Atlas: .

☐ USGS NHD data.

☐ USGS 8 and 12 digit HUC maps.

☒ U.S. Geological Survey map(s). Cite scale & quad name: USGS Topographical Survey- Bluffton Quadrangle.

☒ USDA Natural Resources Conservation Service Soil Survey. Citation: NRCS Soils Survey- Beaufort County.

☒ National wetlands inventory map(s). Cite name: National Wetland Inventory- Bluffton Quadrangle.

☐ State/Local wetland inventory map(s): .

☐ FEMA/FIRM maps: .

☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)

☒ Photographs: ☒ Aerial (Name & Date): Wetland, Data Point, & Photograph Location Exhibit.

or ☒ Other (Name & Date): Site Photographs- January 4, 2016.

☐ Previous determination(s). File no. and date of response letter: .

☐ Other information (please specify): .

**IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.**

*Chelsea Bourne 9/6/16*

Signature and date of  
Regulatory Project Manager  
(REQUIRED)

\_\_\_\_\_  
Signature and date of  
person requesting preliminary JD  
(REQUIRED, unless obtaining  
the signature is impracticable)

<b>Site number</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Cowardin Class</b>	<b>Estimated amount of aquatic resource in review area</b>	<b>Class of aquatic resource</b>
Wetland A	32.2232	-80.8534	PFO	29.756 acre	non-section 10 – wetland
Wetland B	32.2196	-80.8543	PFO	0.33 acre	non-section 10 – wetland

**ATTACHMENT**

**PRELIMINARY JURISDICTIONAL DETERMINATION FORM**

**BACKGROUND INFORMATION**

**A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD):** April 5, 2016

**B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:**

Sligh Environmental Consultants, Jeff Williams on behalf of Ray Bailey  
31 Park of Commerce Way, Suite 200 B 9 Trumball Lane  
Savannah, GA 31405 Savannah, GA 31410

**C. DISTRICT OFFICE, FILE NAME, AND NUMBER:** CESAC-RD-S, 50 Acre  
Confederate Avenue Property, SAC-2016-0077

**D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:  
(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES  
AT DIFFERENT SITES)**

State: SC County/parish/borough: Beaufort City: Bluffton  
Center coordinates of site (lat/long in degree decimal format): Lat. 32.2219°  
N, Long. -80.8533° W.

Universal Transverse Mercator:

Name of nearest waterbody: Harbor River

Identify (estimate) amount of waters in the review area:

Non-wetland waters: linear feet: width (ft) and/or acres.

Cowardin Class:

Stream Flow:

Wetlands: 30.086 acres.

Cowardin Class: PFO

Name of any water bodies on the site that have been identified as Section 10  
waters:

Tidal:

Non-Tidal:

**E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT  
APPLY):**

☒ Office (Desk) Determination. Date: January 19, 2016

☒ Field Determination. Date(s): February 1, 2016

1. The Corps of Engineers believes that there may be jurisdictional waters of the  
United States on the subject site, and the permit applicant or other affected party



who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable. This preliminary JD finds that there "*may be*" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

**SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply**

- checked items should be included in case file and, where checked and requested, appropriately reference sources below):

☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Sligh Environmental Consultants, Inc., Jeffrey Williams.

☒ Data sheets prepared/submitted by or on behalf of the applicant/consultant.

☒ Office concurs with data sheets/delineation report.

☐ Office does not concur with data sheets/delineation report.

☐ Data sheets prepared by the Corps: .

☐ Corps navigable waters' study: .

☐ U.S. Geological Survey Hydrologic Atlas: .

☐ USGS NHD data.

☐ USGS 8 and 12 digit HUC maps.

☒ U.S. Geological Survey map(s). Cite scale & quad name: USGS Topographical Survey- Bluffton Quadrangle.

☒ USDA Natural Resources Conservation Service Soil Survey. Citation: NRCS Soils Survey- Beaufort County.

☒ National wetlands inventory map(s). Cite name: National Wetland Inventory- Bluffton Quadrangle.

☐ State/Local wetland inventory map(s): .

☐ FEMA/FIRM maps: .

☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)

☒ Photographs: ☒ Aerial (Name & Date): Wetland, Data Point, & Photograph Location Exhibit.

or ☒ Other (Name & Date): Site Photographs- January 4, 2016.

☐ Previous determination(s). File no. and date of response letter: .

☐ Other information (please specify): .

**IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.**

*Chelsea Barrow 4/16/16*

Signature and date of  
Regulatory Project Manager  
(REQUIRED)

\_\_\_\_\_  
Signature and date of  
person requesting preliminary JD  
(REQUIRED, unless obtaining  
the signature is impracticable)

<b>Site number</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Cowardin Class</b>	<b>Estimated amount of aquatic resource in review area</b>	<b>Class of aquatic resource</b>
Wetland A	32.2232	-80.8534	PFO	29.756 acre	non-section 10 – wetland
Wetland B	32.2196	-80.8543	PFO	0.33 acre	non-section 10 – wetland

## NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Mr. Ray Bailey	File Number: SAC-2016-0077	Date: 4/14/16
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	<b>APPROVED JURISDICTIONAL DETERMINATION</b>	<b>D</b>
<b>X</b>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

**SECTION I -** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer, South Atlantic Division, 60 Forsyth St, SW, Atlanta, GA 30308-8801. This form must be received by the Division Engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is **not appealable**. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.



**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact the Corps biologist who signed the letter to which this notification is attached. The name and telephone number of this person is given at the end of the letter.

If you only have questions regarding the appeal process you may also contact: Jason W. Steele  
Administrative Appeals Review Officer  
USACE South Atlantic Division  
60 Forsyth St, SW  
Atlanta, GA 30308-8801  
(404) 562-5137

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:



## EXHIBIT C

### Beaufort County Rural and Critical Land Preservation Board Critical Lands Criteria

Name: **Bailey Tract**      Owner: **Raymond Harold Bailey Trust**      HOLMES      FLAKE      AVG  
 Location: **75 Confederate Ave, Bluffton**  
 Parcel Desc: **Interior undeveloped parcel near Town of Bluffton**  
 Approx. Acreage **54.32 acres**

<u>Criteria Description</u>	<u>Proposed Ranking (0 - 10)</u>	<u>% Weight</u>	<u>Segment Composite Ranking</u>	<u>Segment Weighting</u>	<u>Property Ranking</u>	<u>Property Ranking</u>	<u>Property Ranking</u>
<b><u>I. Property Characteristics</u></b>							
Level of Threat	10	25%	2.5				
Uniqueness of Property	9	25%	2.25				
Cultural/Historic Value	2	15%	0.3				
Proximity to Protected Areas	8	20%	1.6				
Consistency with Comp. Plan	2	15%	0.3				
		100%	6.95	35%	2.4325	0.86	1.64625
<b><u>II. Financial Considerations (addressed after initial list approved on substantive merits)</u></b>							
Bargain Sale Aspects	7	30%	2.1				
Favorable Post Sale Costs	5	35%	1.8				
(could include owner stewardship plan)							
Leverage of Other Funding	0	35%	0.0				
		100%	3.9	20%	0.77	0.58	0.675
<b><u>III. Public Benefits</u></b>							
Potential Public Recreational Benefits	10	20%	2.0				
Potential Educational Benefits/Public Access	10	15%	1.5				
Vista Protection	2	45%	0.9				
Reduction in Traffic Congestion	9	20%	1.8				
		100%	6.2	20%	1.24	0.92	1.08
<b><u>IV. Environmental Issues</u></b>							
Protection of Wildlife/Habitat Buffer	9	45%	4.05				
Water Quality/Ground Water Recharge	5	45%	2.25				
Species/Soil	6	10%	0.6				
		100%	6.9	25%	1.7	1.73	1.7275
<b><u>Total Ranking</u></b>					<b><u>6.1675</u></b>	<b><u>4.08</u></b>	<b><u>5.13</u></b>

## EXHIBIT D

See attached Purchase Agreement

DRAFT

# Beaufort County Rural and Critical Land Preservation Board

## Critical Lands Criteria

Name: **Bailey Tract** Owner: **Raymond Harold Bailey Trust** HOLMES FLAKE AVG  
 Location **75 Confederate Ave, Bluffton**  
 Parcel Desc. **Interior undeveloped parcel near Town of Bluffton**  
 Approx. Acreage **54.32 acres**

Criteria Description	Proposed Ranking (0 - 10)	% Weight	Segment Composite Ranking	Segment Weighting	Property Ranking	Property Ranking	Property Ranking
<b><u>I. Property Characteristics</u></b>							
Level of Threat	10	25%	2.5				
Uniqueness of Property	9	25%	2.25				
Cultural/Historic Value	2	15%	0.3				
Proximity to Protected Areas	8	20%	1.6				
Consistency with Comp. Plan	2	15%	0.3				
		100%	6.95	35%	2.4325	0.86	1.64625
<b><u>II. Financial Considerations (addressed after initial list approved on substantive merits)</u></b>							
Bargain Sale Aspects	7	30%	2.1				
Favorable Post Sale Costs	5	35%	1.8				
(could include owner stewardship plan)							
Leverage of Other Funding	0	35%	0.0				
		100%	3.9	20%	0.77	0.58	0.675
<b><u>III. Public Benefits</u></b>							
Potential Public Recreational Benefits	10	20%	2.0				
Potential Educational Benefits/Public Acces	10	15%	1.5				
Vista Protection	2	45%	0.9				
Reduction in Traffic Congestion	9	20%	1.8				
		100%	6.2	20%	1.24	0.92	1.08
<b><u>IV. Environmental Issues</u></b>							
Protection of Wildlife/Habitat Buffer	9	45%	4.05				
Water Quality/Ground Water Recharge	5	45%	2.25				
Species/Soil	6	10%	0.6				
		100%	6.9	25%	1.7	1.73	1.7275
<b><u>Total Ranking</u></b>					<b><u>6.1675</u></b>	<b><u>4.08</u></b>	<b><u>5.13</u></b>

LETTER OF AGREEMENT

among

BEAUFORT COUNTY OPEN LAND TRUST

and

BEAUFORT COUNTY RURAL AND CRITICAL

LAND PRESERVATION BOARD

and

RAYMOND HAROLD BAILEY TRUST

CONCERNING ACQUISITION OF 75 CONFEDERATE AVE, BLUFFTON

BEAUFORT COUNTY PARCEL RG00 039 00B 0147 0000

Statement of Purpose

THIS Letter of Agreement (LOA) is made and entered into, by, and between Beaufort County Open Land Trust (hereinafter referred to as Trust), Beaufort County Rural and Critical Land Preservation Board (hereinafter referred to as Board) and Alison Bailey Guilloud & Ray Bailey on behalf of the Raymond Harold Bailey Trust (hereinafter referred to as Owner).

WHEREAS, Trust is authorized by Beaufort County Council to negotiate to acquire title to and/or easement on lands that exemplify the natural, historic, and cultural characteristics of Beaufort County.

WHEREAS, Trust, the Board, and Owner acknowledge the natural significance of the approximately 54.32 acres (hereinafter referred to as the 75 Confederate Ave Parcel) to the people of Beaufort County, as evidenced by a Beaufort County Rural and Critical Land Preservation Board vote authorizing negotiations.

WHEREAS, it is the mutual desire of Trust, Board, and Owner to enter into an agreement to jointly cooperate to protect the natural and ecological values of the 75 Confederate Ave Parcel.

NOW THEREFORE, in consideration of the above, the parties hereto mutually agree as follows: The purpose of this LOA is to set out in general terms the agreed upon cooperative relationships among Trust, the Board, and Owner regarding the 75 Confederate Ave Parcel.

This LOA will establish a framework that the parties may negotiate for the protection of the natural values of the 75 Confederate Ave Parcel and shall become effective as of the date of the last signature.

Terms and Conditions

- The parties agree to negotiate for a purchase of the 75 Confederate Ave Parcel in fee simple.
- Purchase & LOA shall be contingent upon a negotiated purchase price of \$1,310,000.00.
- The purchase of the 75 Confederate Ave Parcel is contingent upon a letter stating the property is free from environmental contamination. Letter shall be provided by Trust & Board at no additional expense to the Owner.





December 17, 2018

Ms. Alison Bailey Guilloud and Mr. Ray Bailey  
c/o Raymond Harold Bailey Trust  
705 Washington Street  
Beaufort, SC 29902

RE: Letter of Intent, Bailey Tract  
Beaufort County Parcel# R600 039 00B 0147 0000

Dear Ms. Guilloud and Mr. Bailey,

On December 10, 2018, Beaufort County Council authorized the Rural & Critical Land Preservation Program purchase of the above-referenced property for a purchase price of \$1,310,000. This property has been a priority target for the program since 2006, and your father's longtime stewardship and ownership of this property is extraordinary considering the rapid development of the surrounding area. We are pleased that this natural habitat preserve, so important to the Alljoy community and vitally important to the water quality of the May River, will be in public ownership.

We are proceeding under the terms of our Letter of Agreement dated August 13, 2018. The purchase as agreed to by Council included the honorary naming of the parcel after your father. I suggested "Bailey Memorial Park," but we can discuss any changes prior to closing if that name is not agreeable to you. The purchase terms also included your commitment to make a cash donation at closing specifically dedicated to the development of the property for public access and recreation.

It is expressly agreed that your obligations under the Letter of Agreement are contingent on the outcome of a thorough title search of the property and your willingness and/or ability to cure any title defects, if any, in order to convey fee simple marketable title to the property free of monetary liens. You shall not be required to satisfy or cause to be satisfied any such title defects. If you do not satisfy or cause to be satisfied such title defects on or before closing, the County, at County's election exercised on or before closing, may either: (i) terminate the Letter of Agreement by written notice to you, whereupon this Agreement shall be null, void and of no further force or effect as of the date of such written notice, and the parties shall have no further rights or obligations hereunder, except as to the terms of the Agreement which expressly survive termination; or (ii) waive the uncured or unsatisfied title defects and proceed under the Agreement as otherwise provided herein.





Our closing attorney, Thomas A. Bendle of Howell, Gibson & Hughes, P.A. has initiated the County's title work on the property. We would like to close as soon as reasonably possible, however as you know we are approaching the holidays and still must complete our due diligence prior to closing. Mr. Bendle will communicate with your attorney as we move through the process and will prepare a Purchase and Sale Agreement to be executed at closing.

~~After the closing, the County will grant a conservation easement on the property, protecting its natural resources in perpetuity.~~ Thank you so much for working with us on this conservation project, as it will forever be a truly unique natural greenspace for today and for future generations.

Please acknowledge receipt of this letter below and return to me as soon as possible.

Most sincerely yours,

A handwritten signature in blue ink that reads "Barbara G. Holmes".

Barbara G. Holmes  
Director of Land Protection

Ryan Stefonick, Collins Group Realty  
cc: ~~Ryan Stefonick, Collins Realty Group~~

Letter of Intent Received:

Signature: Authentisign  
*Alison Guilloud, Trustee*  
12/20/2018 10:01:41 PM EST

Printed Name: Alison Guilloud, Trustee

Title: \_\_\_\_\_

Date: 12/20/2018

Beaufort County  
Rural & Critical

# LAND PRESERVATION PROGRAM

Signature:   
12/20/2018 4:15:48 PM EST

Printed Name: Ray Bailey, Trustee

Title:

Date: 12/20/2018





## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Property donation near Hampton Lakes in Bluffton

#### Council Committee:

Natural Resources

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

Thomas J. Keaveny, II/County Attorney, Stefanie M. Nagid /Passive Parks Manager, and Philip Foot / Public Safety Director

#### Issues for Consideration:

Beaufort County has been asked to accept a tract of land, which is under a Conservation Easement (CE), and has limited use for active and/or passive parks only. The property will be deeded to the County in fee-simple without conditions except as set forth in the CE.

#### Points to Consider:

Arguments against accepting the property are: (1) doing so removes it from the property tax roles; (2) doing so will require County to assume responsibility for developing and maintaining it.

Arguments in favor of accepting the property: (1) doing so will increase the amount of land available in the Bluffton area for active and passive County parks.

#### Funding & Liability Factors:

The property is being donated without condition or limitation other than those which are set forth in the CE. County will be responsible for development and maintenance costs. County will be legally responsible and liable for this property as with any other real property owned by the County.

#### Council Options:

1) Accept the property; 2) Reject the property.

#### Recommendation:

Staff (Legal, Community Development and Parks & Recreation Departments) recommend acceptance of the property.



February 4, 2019

Beaufort County Community Development  
Attn: Stephanie M. Nagid, Passive Parks Manager  
100 Ribaut Rd  
Beaufort, SC 29902

Re: Conveyance of 53.433 ac Property adjacent to Hampton Lake off Bluffton Parkway for Park  
(the "Property")

Dear Ms. Nagid,

On December 29, 2017, Sandlapper Hill, LLC ("Sandlapper") placed a qualified conservation easement on the Property in favor of the North American Land Trust ("NALT") ensuring that it would be used in perpetuity for the education and recreation of the general public as a park and for the preservation of open space pursuant to governmental policies promoting the same (the "CE"). Now that the CE has been placed and initial trails, parking and related sitework for the first phase of the park are in place, Sandlapper would like to move forward with gifting the Property to Beaufort County for use as a Park.

For ease of reference I've attached as Exhibit A the filed conservation easement documents, as Exhibit B a copy of the Survey showing the Property (which is shown and described as Parcel 2 on the Survey), as Exhibit C the draft site plan for the initial phase of the park, and as Exhibit D our conceptual plan for what a full-fledged Park could look like after build-out consistent with the CE documents.

Please let us know if you need any additional information from us at this time to hopefully move this project along for the benefit of the people of Beaufort County.

Sandlapper Hill, LLC

By: Jack Fisher, President



After recording please return to:  
North American Land Trust  
P.O. Box 467  
Chadds Ford, PA 19317

**NOTICE OF CONVEYANCE  
AND TRANSFER PAYMENT  
REQUIRED – SEE ARTICLE 7**

**CONSERVATION EASEMENT  
AND  
DECLARATION OF RESTRICTIONS AND COVENANTS**

**THIS CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS** ("Conservation Easement"), which shall be effective as of December 29, 2017, is made by and between **SANDLAPPER HILL, LLC**, a South Carolina limited liability company ("Owner"), having an address of 405 Marsh Avenue, Suite 206, Reno, NV 89509, and **NORTH AMERICAN LAND TRUST** ("Holder"), a Pennsylvania non-profit corporation having an address of Post Office Box 467, Chadds Ford, PA 19317.

**ARTICLE 1. BACKGROUND**

- 1.1 Owner is the owner of certain land in Beaufort County, State of South Carolina approximately 58.17 acres in area (the "Property") being the land described in a deed from Northern Sandhill Property, LLC to Owner recorded on December 28, 2016 in book 3541, page 437 in the office of the Register of Deeds for Beaufort County.
- 1.2 Within the Property there is an area of 53.433 acres (hereinafter called the "Conservation Area") described by metes and bounds in Exhibit A attached hereto and depicted and identified as Parcel 2 on a Plat recorded in Plat Book 148, page 10 in the Office of the Register of Deeds and also as "Conservation Area" on the reduced-size plat attached hereto as Exhibit B. The Conservation Area is intended to include any gaps and gores lying between the described Conservation Area and adjoining tracts of land.
- 1.3 Holder is a non-profit corporation, having a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), which

has been established as a public charity for the purpose of preserving and conserving scenic landscapes, natural habitats and environmentally sensitive areas and for other charitable, scientific and educational purposes and which is a “qualified organization” under Section 170(h)(3) of the Code (hereinafter a “Qualified Organization”).

- 1.4 Preservation of the Conservation Area by this Conservation Easement shall serve the following purposes pursuant to 26 U.S.C. § 170 (h)(4)(a) and 26 CFR §1.170A-14(d)(i), (the “Conservation Purposes”):
  - 1.4.1 Preservation of the Conservation Area for outdoor recreation by, or the education of, the general public.
  - 1.4.2 Preservation of the Conservation Area as open space which, if preserved, will advance a clearly delineated Federal, State or local governmental conservation policy and will yield a significant public benefit.
- 1.5 The Conservation Purposes and the natural, physical or other characteristics of the Conservation Area that support and justify the Conservation Purposes (which may be hereinafter called the “Conservation Values”) have been documented and established in the reports, plans, photographs, and documents assembled by, and retained in the offices of, North American Land Trust (collectively called the “Baseline Documentation”), pursuant to 26 CFR §1.170A-14(g)(5). The Baseline Documentation describes the following Conservation Values of the Conservation Area, among others:
  - 1.5.1 The Conservation Area provides resources and access for use by the general public in passive outdoor recreation (e.g., walking and nature observation) and has the potential for expansion of both passive and active recreation resources and improvements.
- 1.6 The following government conservation policies are supported by the grant of this Conservation Easement and the Conservation Values described above achieve a significant public benefit towards the fulfillment of these conservation policies:
  - 1.6.1 The Town of Bluffton’s Comprehensive Plan, Chapter 7 cites, preserving open space, and public access as criteria in the section for Town Property and Acquisitions. The conservation and subsequent gifting to the town provides the public a benefit of open space to recreate while also saving the town needed funds (Town of Bluffton 2017, p. 7-5).
  - 1.6.2 The Town of Bluffton’s Comprehensive Plan, Chapter 7 section 7 states, “Bluffton and Southern Beaufort County’s active and passive parks and recreation facilities are an important component of the region’s quality of life” and “they are also an important component of the region’s economy.” The plan goes to describe that “940 acres of park land are needed to accommodate southern Beaufort County’s build out population of 134,842. The participating local governments (Bluffton, Hilton Head Island, and Beaufort County) currently own approximately 431 undeveloped acres of land that can be used for future parks. This figure leaves southern Beaufort County with a shortfall

of approximately 509 acres, estimated to cost \$17,822,000. According to the plan, the future park land need is entirely within the Greater Bluffton Area (Town of Bluffton 2017, p. 7-7).” Conservation of this Conservation Area will help to achieve Bluffton’s and Beaufort County’s mission to accommodate their residents with much needed open space and recreation land, while eliminating the need for these entities to pay for the land acquisition.

- 1.6.3 The Southern Beaufort County Regional Plan states “Southern Beaufort County’s rapid rate of growth is projected to cost the region over \$66 million dollars in the next 15 to 20 years to maintain an acceptable level of service for park land and facilities. Existing dedicated revenue sources projected for this time period only account for approximately \$21 million dollars leaving a \$45 million dollar funding gap (Beaufort County 2017, p. 63).” Conservation of this Conservation Area will help to achieve the County’s mission to accommodate their residents with much needed open space and recreation land, while helping to address the problem of the funding gap.
- 1.6.4 The Southern Beaufort County Regional Plan states “the availability of additional land to accommodate future park needs is of immediate concern. Although all three Participating Local Governments have been proactive in acquiring land for parks through fee simple purchases or from dedications negotiated from private developments, an additional 525 acres is needed primarily in the Bluffton area. As the region continues to grow, the availability of land for future parks becomes scarcer and more expensive to acquire giving immediacy to this issue (Beaufort County 2017, p. 63).” The conservation of the Conservation Area for public recreation use will help to address the problem of land scarcity for public recreations and open space, which Bluffton and the County recognize as an obstacle in providing their residents with adequate public open space and parkland.
- 1.6.5 The Beaufort County Comprehensive Plan states “In northern Beaufort County and in the greater Bluffton Area, 180 additional acres of park land needs to be acquired to serve future demand for park land (Beaufort County 2010, p. 11-21).” The conservation of the Conservation Area for public recreation use will help to address the problem of land acquisition for public park lands while saving valuable funds for the municipalities involved.
- 1.6.6 The Beaufort County Comprehensive Plan states “Beaufort County should develop additional regional, community, and neighborhood parks to meet current and future recreation needs and to serve different geographic areas (Beaufort County 2010, p. 11-26).” The conservation of the Conservation Area for public recreation use will help to achieve this goal while preserving valuable funds for the County.
- 1.7 Owner and Holder desire to perpetually accomplish, fulfill and protect the Conservation Purposes and conserve the Conservation Values.

- 1.8 Owner intends to grant the easement and impose the restrictive covenants on the Conservation Area as stated in this Conservation Easement to accomplish the Conservation Purposes.
- 1.9 Owner and Holder intend that this document be a “conservation easement” as defined in the Conservation Easement Act of 1991, as amended (the “State Conservation Easement Law”), Sections 27-8-10 et seq. of the South Carolina Code of Laws.

NOW, THEREFORE, for no consideration and as an absolute charitable gift and further in consideration of the above premises, the mutual covenants, terms, conditions, restrictions, and promises contained in this Conservation Easement, and intending to be legally bound hereby, Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto Holder, its successors and assigns, a perpetual conservation easement and the easements, covenants, prohibitions, and restrictions in this Conservation Easement, in perpetuity, to accomplish the Conservation Purposes. Holder hereby accepts the grant of such easement and the right to enforce such covenants, prohibitions and restrictions and agrees to hold such easements and rights exclusively for the Conservation Purposes and to enforce the terms of the covenants, prohibitions and restrictions in this Conservation Easement.

## **ARTICLE 2. GRANT OF EASEMENT OF ACCESS**

Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto Holder, its successors and assigns, a perpetual conservation easement and easement in gross over the Conservation Area for the purpose of preserving and protecting the Conservation Purposes and enforcing the restrictive covenants set forth below. In addition, Owner hereby grants and conveys unto Holder, its successors and assigns, pursuant to 26 CFR §1.170A-14(g)(5)(ii), the easement and right of Holder and its agents to enter upon and inspect the Conservation Area for compliance with this Conservation Easement at any time and from time to time. This right of inspection includes, but is not limited to, the right to conduct aerial inspection from or by licensed or unlicensed aircraft and the right to make a photographic or videographic record of the condition of the Conservation Area. Holder shall make a reasonable effort to give Owner notice of any such entry or inspection at least seven (7) days in advance, except in instances when Holder reasonably suspects or knows of a violation of this Conservation Easement, in which event no notice shall be required.

## **ARTICLE 3. OWNER'S DECLARATION OF COVENANTS AND RESTRICTIONS**

Owner, for Owner and Owner's successors and assigns, covenants and declares that the Conservation Area shall be, and hereby is, bound by and made subject to the following covenants and restrictions in perpetuity, SUBJECT TO AND EXCEPTING however the Reserved Rights (hereinafter defined) which are reserved to Owner and Owner's successors and assigns in Article 4 of this Conservation Easement:

- 3.1 Purpose. It is the exclusive purpose of this Conservation Easement to perpetually protect and to confine the use of the Conservation Area to such activities as are consistent with the Conservation Purposes.

- 3.2 Use Restrictions. The Conservation Area shall not be used for a residence or for any commercial, institutional, industrial or agricultural purpose or purposes. Among the uses prohibited by the preceding sentence are, without limiting the meaning or interpretation of the preceding sentence, any of the following: (1) construction or occupancy of any dwellings; (2) manufacture or assembly of any products, goods, equipment, chemicals, materials or substances of any kind or nature whatsoever; (3) sale of any products, goods equipment, chemicals, materials, substances or services of any kind or nature whatsoever; (4) storage of any products, goods, equipment, chemicals, materials or substances of any kind or nature, except if stored for use upon the Conservation Area in connection with activities not prohibited by this Conservation Easement; and (5) offices for persons involved in the sale, manufacture or assembly of goods or services or for the performance of services.
- 3.3 Structures Prohibited. No Structure (hereinafter defined) of any kind shall be built, erected, installed, placed, affixed or assembled within or upon the Conservation Area or upon any trees or other natural features upon the Conservation Area. “Structure” shall mean any assembly of material forming a construction for occupancy or use for any purpose and erected upon or attached to the ground including, for example but not to limit the foregoing definition, the following: building; platform; shed; bin; shelter; dam; dike; tower; tank; antenna; bulkhead; paved, stone or concrete street, driveway or vehicle parking area; riding arena; and riding ring with a surface that is impervious to percolation of storm water.
- 3.4 Use By General Public. The Conservation Area is and shall continue to be and remain open for substantial and regular use by the general public for outdoor recreation or outdoor education activity. Such use shall include uses characterized by outdoor activities that require either no Structures or land disturbance or only Structures or land disturbance having a *de minimis* impact on land and ecological conditions, such as walking trails and nature observation; and may also include, but only within areas specified in Article 4 and may include, in accordance with Article 4, uses characterized by outdoor activities that require Structures and land disturbance such as sports courts or fields and shelters for social gatherings. Owner may impose reasonable rules and regulations that protect the natural resources and public safety and minimize trespass on neighboring private lands. Such use shall be available, in general, daily between sunrise and sunset, subject to reasonable limitations and requirements for the maintenance and management of the Conservation Area. For determination of the reasonableness of such limitations and requirements reference shall be made to those which are in effect at state, county or municipal parks with similar facilities either in the same county or, if none, within a relevant region and also to management practices recommended by reputable professional associations for public park management.
- 3.5 Removal of Ground or Surface Water from Conservation Area. No ground or surface water from the Conservation Area shall be removed, collected, impounded, stored, transported, diverted or otherwise used for any purpose or use outside the Conservation Area unless approved by Holder in its sole discretion without obligation to do so nor for any purpose or use within the Conservation Area that is prohibited by this Conservation Easement.



- 3.6 Roads, Driveways, Etc. There shall not be constructed, cut, created, paved with impervious material or placed on the Conservation Area any road, driveway, cartway, path or other means or right of passage across or upon the Conservation Area and Owner shall not exercise its right, if any, to construct or relocate any road, utility, driveway or easement under the terms of any existing easement agreement except to the extent done in conformity with this Conservation Easement. No road, driveway, cartway, path or other means or right of passage located on the Conservation Area shall be used for access to any use (whether or not upon the Conservation Area) which is prohibited by this Conservation Easement.
- 3.7 Live Trees. No cutting, removal or destruction of live trees shall be permitted upon or within the Conservation Area.
- 3.8 Signs and Similar Structures. No signs, billboards or outdoor advertising structures shall be placed, erected or maintained within the Conservation Area.
- 3.9 Land Disturbance; Mineral Extraction. There shall be no filling, excavating, dredging, surface mining, drilling or any removal of topsoil, sand, gravel, rock, peat, gas, oil, coal, other minerals or other materials, upon or from the Conservation Area.
- 3.10 Dumping and Pollution. There shall be no dumping of ashes, trash, garbage, or any other unsightly or offensive materials at any place on, under or within the Conservation Area. There shall be no discharge of chemicals, waste water or other pollutants onto the Conservation Area or into any permanent or intermittent water course within the Conservation Area.
- 3.11 Change of Topography. There shall be no change in the topography of the Conservation Area by any means or method.
- 3.12 Water Courses. There shall be no dredging, channelizing or other manipulation of natural water course or of any other water course existing within the Conservation Area as of the date of this Conservation Easement except that manmade drainage swales, ditches or storm water management facilities may be dredged or otherwise altered for maintenance purposes or to maintain its function for its intended purpose on the date of this Conservation Easement.
- 3.13 Wetland and Riparian Protection Area.
- 3.13.1 “Wetland and Riparian Protection Area” shall mean that part of the Conservation Area that lies within, or within 50 feet of: (a) any body of water or permanent or intermittent watercourse (including but not limited to any lake or pond, but excluding manmade storm water swales or ditches not fed by a spring, pond or other natural source) as defined by its banks or the mean water elevation as Holder deems relevant and appropriate in the circumstances; and (b) any wetland under the regulatory jurisdiction of the federal or state government.

- 3.13.2 There shall be no clearing, cutting or removal of live or dead trees, other clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or digging, earth movement or other alteration of the earth surface or topography within the Wetland and Riparian Protection Area, except that areas within the Wetland and Riparian Protection Area that are predominantly in grasses on the date of this Conservation Easement may be mowed.
- 3.13.3 Owner shall be responsible for ascertaining the boundaries of the Wetland and Riparian Protection Area, at Owner's expense, in consultation with Holder, before undertaking any action that is or may be prohibited in the Wetland and Riparian Protection Area. If the banks of a water course are not clearly defined then Holder shall, in its reasonable discretion, establish a line of the mean water elevation to substitute for that purpose upon request by Owner, relying on available topographic, hydrologic information, and other maps and relevant information. Owner shall bear the expense of any survey or field work necessary to establish the line.
- 3.13.4 Any approvals by Holder of Reserved Rights to be conducted within the Wetland and Riparian Protection Area, if permitted under this Conservation Easement subject to approval by Holder, shall be granted by Holder only if Holder concludes that the Reserved Rights shall have no material adverse effect on the habitat within the Wetland and Riparian Protection Area and thus on the Conservation Values and Conservation Purposes pertaining to the Wetland and Riparian Protection Area.
- 3.14 Soil Erosion and Sedimentation Control. All activity on the Conservation Area shall be conducted so as to avoid the occurrence of soil erosion and sedimentation of streams or other water courses. Without limitation of the foregoing, Owner and Holder shall, in identifying practices that will prevent soil erosion and sedimentation, refer to the soil conservation practices as then established or recommended by the Natural Resources Conservation Service of the United States Department of Agriculture or any successor governmental office or organization performing the same function within the United States government, as approved by Holder.
- 3.15 Non-Native Plant Species. There shall be no introduction of plant species within the Conservation Area except those that are native to the area in which the Conservation Area is located or that are recognized as non-invasive horticultural specimens or fruit orchard trees.
- 3.16 Transfers of Development Rights or Development Density Credits. The Conservation Area may not be used as open space for purposes of obtaining or qualifying for governmental approval of any subdivision or development on lands outside the boundaries of the Conservation Area nor, without limitation of the foregoing, may the Conservation Area be used in the calculation of the amount or density of housing units or other construction for development or other impervious ground coverage on lands outside the boundaries of the Conservation Area or for sale by Owner.

- 3.17 No Subdivision. There shall be no subdivision or other division of the Conservation Area into one or more lots, tracts or parcels of land under separate ownership.
- 3.18 Notice of Exercise of Reserved Rights. As required by 26 C.F.R. § 1.170A-14(g)(5)(ii), Owner shall notify Holder in writing before exercising any Reserved Right that may impair the conservation interests associated with the Conservation Area.
- 3.19 Preservation of Conservation Area. The parties recognize that this Conservation Easement cannot address every circumstance that may arise in the future, and the parties agree that the purpose of this Conservation Easement is to preserve the Conservation Values of the Conservation Area and to fulfill the Conservation Purposes in accordance with 26 U.S.C. § 170(h). Without limiting the preceding covenants and restrictions, and in fulfillment of the requirements of 26 CFR §§1.170A-14(g)(1) and 1.170A-14(e)(2), any right, use or activity which is not reserved in Article 4 of this Conservation Easement, is inconsistent with the Conservation Purposes or materially threatens the Conservation Purposes is prohibited.
- 3.20 Effect on Declaration of Protective Covenants. Owner represents to Holder that Owner is the owner of all of the real estate and the beneficiary of all of rights governed by or created under the Declaration of Covenants, Conditions and Restrictions for Buckwalter Property Owners Association, Inc. which was recorded in the Office of the Beaufort County Superior Court **[or Register of Deeds]** on April 12, 2002 in Book 1567, page 2325 (as amended, the "Declaration"). This Conservation Easement supersedes any restrictions, rights, easements, benefits and liens in or to the Conservation Area that are expressly stated in or implied by, or that may arise under, the Declaration and all such rights, easements, benefits and liens are limited by and subject and subordinate to this Conservation Easement. The Holder, as holder of this Conservation Easement, does not assume any liability or obligation under the Declaration.
- 3.21 Restrictions Cumulative. The prohibitions and restrictions in this Conservation Easement shall be considered cumulative. No prohibition or restriction contained herein shall be interpreted as a limitation on the meaning, effect, interpretation or enforceability of another prohibitive or restrictive provision.

#### **ARTICLE 4. RESERVED RIGHTS**

Owner reserves for Owner and Owner's successors and assigns who may now or hereafter be an owner of all or part of the Conservation Area the rights set forth in this Article 4 (the "Reserved Rights"). Owner and Holder intend that these Reserved Rights and the activities and uses which are described below as the Reserved Rights are exceptions to the prohibitions and restrictions set forth in Article 3 and, hence, may be conducted as described below without having an adverse effect on the Conservation Purposes; except, however, that none of the Reserved Rights shall supersede the protections of the Wetland And Riparian Protection Area set forth in Article 3 except with the approval of Holder which may be given or withheld in its discretion. A Reserved Right to "construct" a Structure or other improvement shall include the right to maintain, repair, replace, use, and occupy such Structure or improvement for the purpose and within the limitations stated in this Article.

- 4.1 Active Recreation. Owner may construct Structures and grade, fill or otherwise alter the ground surface as specified in this Section for the use and purpose of engaging in or supporting outdoor recreation or outdoor education by the general public in the Conservation Area (the “Recreational Improvements”); provided that all Recreational Improvements shall be constructed and located only according to locations, dimensions and appearance set forth in a Park Master Plan (the “Park Master Plan”) that has been prepared by or for Owner and that has been approved by Holder. The Park Master Plan shall be prepared by persons experienced in landscape design, park design or other similar expertise, shall contain such plans, specifications and other information as Holder may require, shall be for the purpose of demonstrating compliance with this Conservation Easement, and may be amended or supplemented if approved by Holder. Holder’s review and approval of the Park Master Plan shall not extend to compliance of the Recreational Improvements with applicable law or standards of safety. Among the Recreational Improvements allowed by the foregoing, in accordance with plans and specification in a Park Master Plan, are:
- 4.1.1 roofed shelters for outdoor picnicking and similar outdoor recreation uses provided they are open, without walls, on at least three sides (insect screens are permitted on the roofed shelters and will not be considered a wall for purposes of these restrictions);
  - 4.1.2 Structures customarily accessory to outdoor recreation or outdoor education activities such as amphitheater, concession stand, fences, and rest rooms;
  - 4.1.3 picnic tables and benches, charcoal cooking grills, fire pits or rings, and similar Structures commonly associated with outdoor picnicking and similar outdoor recreation (in its discretion Holder may choose not to count the area of such Structures or objects towards the maximum allowed ground coverage area based on their immaterial impact on storm water recharge, the fulfillment of the Conservation Purposes, and the convenience of monitoring);
  - 4.1.4 buildings for storage of equipment and materials, also commonly referred to as a shed or garage, used in the maintenance of the Conservation Area or in the public recreation or education uses within the Conservation Area or public rest rooms to serve the public engaged in outdoor recreation or education use of the Conservation Area;
  - 4.1.5 parking areas with stone, concrete or other impervious surface for use by the public in connection with outdoor recreation or outdoor education use of the Conservation Area;
  - 4.1.6 courts and fields for sports play, bleachers, goals and goal posts, lighting, and similar Structures associated with outdoor sports;
  - 4.1.7 Structures to allow for and support gardening and other horticultural activity on the Conservation Area as part of the public recreation and outdoor education activities; and

- 4.1.8 stormwater management swales and other facilities appropriate to the Structures and land disturbance otherwise permitted in this Section.
- 4.2 Driveway. Owner may construct and pave with pervious or impervious material (such as bituminous asphalt, concrete or crushed stone) a driveway for access to buildings and Structures permitted in this Conservation Easement in a location approved by Holder. The width of the driveway and any area of land disturbance, grading or tree removal for such driveway shall be no greater than the minimum necessary to meet any legal requirements or, to the extent no legal requirements apply or are lawfully waived, the minimum practicable consistent with sound engineering techniques and methods.
- 4.3 Alternative Energy Structures. Owner may construct, or attach to existing Structures, Structures and related facilities to generate energy for consumption within the Conservation Area, in accordance with the Park Master Plan, for activities that are not prohibited by this Conservation Easement provided that: (a) the energy is generated from a renewable, natural source such as solar or wind energy, or as a natural by-product of an activity on the Conservation Area that is not prohibited by this Conservation Easement, (b) the facilities and other Structures used to generate such energy are sized with a capacity limited to producing energy substantially all of which will be consumed in the Conservation Area for activities not prohibited by this Conservation Easement, (c) substantially all of the energy that is produced is consumed on the Conservation Area and not sold or otherwise transferred for use off of the Conservation Area but, while conforming at all times to this limitation, energy not consumed on the Conservation Area may be sold, and (d) this Section shall not be construed to permit the consumption of any natural resources of the Conservation Area, such as wood or natural gas, that is not otherwise permitted under this Conservation Easement.
- 4.4 Unpaved Vehicle Trails. Owner may also construct unpaved vehicle trails for limited vehicular access to the areas of the Conservation Area otherwise inaccessible by vehicle for use in maintenance, emergency access, and other permitted uses of the Conservation Area if the following requirements and conditions are satisfied: (a) the surface of such trails shall have a pervious surface (such as dirt or crushed stone that is not so fine as to create the equivalent of a paved condition); (b) such trails shall be located, to the extent possible, in the path of roads or trails existing on the date of this Conservation Easement; (c) the width of the area cleared for such trails shall not exceed that which is necessary for a single lane of vehicular traffic; (d) and such trails shall be otherwise constructed in a manner to avoid unnecessary tree removal and land disturbance; (e) if such trails require any grading or change in topography, then such grading shall blend into the natural topography of the Conservation Area, shall control erosion, and shall be of a design and location approved, in advance, by the Holder in its discretion within the Park Master Plan; and (f) Holder approves the proposed service vehicle trail based on the foregoing requirements.
- 4.5 Trails and Raised Walkways. Owner may construct trails and raised walkways for outdoor nature education or outdoor recreation purposes according to dimensions and locations specified in a Park Master Plan approved in advance by Holder; however trails



for use in bicycling or uses of similar impact shall be allowed only, and governed, by the Park Master Plan

- 4.6 Permitted Work within a Wetland And Riparian Protection Area. Owner may, with the approval of Holder, dredge or otherwise manipulate previously-altered natural or manmade water courses within the Wetland and Riparian Protection Area or perform work, including the removal of vegetation or disturbance of land, within the Wetland and Riparian Protection Area if necessary to (a) maintain wetlands existing on the Conservation Area, (b) restore wetlands previously existing on the Conservation Area, (c) restore natural stream channel morphology and natural wetland hydrology, or (d) to facilitate access to the Wetland and Riparian Protection Area for outdoor recreation or education purpose as approved by Holder in its discretion and without obligation to do so. Owner may cut and remove shrubs, grasses and trees in the Wetland and Riparian Protection Area in conformance with a plan prepared by an appropriately qualified natural resource professional, at Owner's expense, and approved by Holder (the "Vegetation Management Plan") . The purpose of the Vegetation Management Plan shall be to perpetually promote the conservation of the Wetland and Riparian Protection Area. The Vegetation Management Plan must address issues and provide information as Holder requests.
- 4.7 Man-made Stormwater Features. Owner may dredge or otherwise alter man-made drainage swales, ditches or storm water management facilities for maintenance purposes or to maintain their function for their intended purpose as established on the date of this Conservation Easement.
- 4.8 Fences. Owner may construct fences; provided that except as provided in the Park Master Plan fences shall be designed so as not to impede the movement of wildlife.
- 4.9 Wildlife Stands, Nests and "Blinds". Owner may construct a reasonable number of wildlife observation stands and "blinds" and houses, nests or perches for birds or other wildlife; provided that in the construction of any such Structure Owner shall comply with all other covenants and restrictions of this Conservation Easement.
- 4.10 Utility Installations. Owner may install cables and pipelines normally used in connection with supplying water, electricity, communications, natural gas or similar utility services, removing sanitary sewage effluent, or controlling storm water runoff, and may install water wells and government-approved waste water disposal facilities (e.g., septic system), if the following requirements and conditions are satisfied:
- 4.10.1 such facilities may only be constructed and used to serve the uses, Structures and improvements permitted under the terms of this Conservation Easement ;
  - 4.10.2 all such construction and maintenance is conducted in a manner designed to produce no material adverse effect on the Conservation Purposes; and
  - 4.10.3 Holder approves the proposed utility facility based on the foregoing requirements.

- 4.11 Tree Cutting and Forest Management. Owner shall have the right, for the benefit of Owner and Owner's representatives, agents, contractors, subcontractors, licensees, and lessees, to conduct the following activities within the Conservation Area if the requirements of this Section are met:
- 4.11.1 A live tree that has been damaged or disturbed by forces of nature or by disease or that is evidently at risk of falling may be cut and removed if such tree presents a threat of injury to persons or other property or blocks a trail, road or other means of access to any part of the Conservation Area.
  - 4.11.2 Trees may be removed as provided in, or required for compliance with, the Park Master Plan and otherwise to the extent necessary for exercise of the Reserved Rights.
  - 4.11.3 Early successional tree species may be selectively removed within areas existing in a meadow condition at the time this Conservation Easement is granted, for the purpose of preserving such areas as meadow.
  - 4.11.4 Cutting and removal of trees for the purpose of promoting the maturing and ecological enhancement of forest conditions, but only if done according to a plan approved in advance by Holder in its discretion.
- 4.12 Signs. Owner may construct a reasonable number of signs of the following types:
- 4.12.1 regulatory or directional signs;
  - 4.12.2 signs stating the common name of the Conservation Area, the names and addresses of the occupants or both;
  - 4.12.3 signs advertising or directing participants to an activity permitted under the provisions of this Conservation Easement;
  - 4.12.4 signs in the Active Recreation Zone as are customarily associated with the activities being conducted in the Active Recreation Zone;
  - 4.12.5 signs identifying the interest of Owner or Holder in the Conservation Area; and
  - 4.12.6 signs educating the public as to the ecology of the area.
- 4.13 Maintenance of Roads, Trails, Etc. Owner may maintain in passable condition the Structures, roads, trails or walkways existing within the Conservation Area at the date of this Conservation Easement or, if applicable, constructed pursuant to the Reserved Rights in this Article 4, by such activities as the following: the pruning of trees or other vegetation which threaten the safety of persons who may use or maintain the road, trail or walkway; installing or applying materials necessary to correct or impede erosion; grading earth to maintain a passable condition or to control or impede erosion; replacing existing culverts, water control structures and bridges; and dredging roadside swales and ditches.

The right of maintenance in this section includes the right to, and therefore allows the Owner to, re-pave roads or driveways that are paved with bituminous asphalt, concrete or similar impervious material on the date of granting this Conservation Easement but does not include the right to pave with impervious material a road or driveway that is not paved on the date of granting this Conservation Easement unless such paving is permitted under another provision of this Conservation Easement.

4.14 Notice and Approval Before Exercise of Certain Reserved Rights. None of the Reserved Rights for which the approval of Holder is expressly required in any Section of this Article 4 may be exercised or undertaken unless Owner has first satisfied the following conditions and requirements:

4.14.1 Owner shall notify Holder in writing before exercising any of such Reserved Rights.

4.14.2 Holder must be satisfied, as evidenced by its prior written approval of Owner's proposed exercise of a Reserved Right, that any use or activity done in the exercise of the Reserved Right will meet the requirements and conditions for such Reserved Right, will have no material adverse effect on the Conservation Purposes or on the Conservation Values or other significant environmental features of the Conservation Area, will not alter or permit the alteration, disturbance or destruction of the use of the Conservation Area that is intended to be protected by this Conservation Easement.

4.14.3 Notwithstanding anything in this Conservation Easement to the contrary, if Owner undertakes to exercise a Reserved Right or other action, without prior approval of Holder, where such approval is expressly required under this Conservation Easement, then such exercise of the Reserved Right by Owner may be treated by Holder, in Holder's sole discretion, as an action that was prohibited by this Conservation Easement as fully as if the Reserved Right or other right was not contained in, or reserved to Owner under, this Conservation Easement. Should Holder elect, in its discretion, to decline to assert this prohibition and to waive a violation of the Conservation Easement arising solely from Owner's failure to seek and obtain Holder's approval before exercising a Reserved Right or other right where such approval is required, Holder shall not be thereby obligated to do so in any future circumstance or event and Holder's waiver shall not be construed to require any waiver in a subsequent instance.

4.14.4 Notwithstanding the foregoing, in the event the Conservation Area is affected or in imminent danger of being affected by casualty damage resulting from an Act of God, fire or other event beyond Owner's control then the prior approval requirements of this Section shall be waived as to any action that would otherwise require such approval but which must be undertaken by Owner immediately in order to prevent loss, damage or injury to persons or property or to prevent ecological damage to the Conservation Area or neighboring property (an "Emergency Restoration Action"); provided that

Owner makes a good faith effort to notify Holder prior to undertaking such Emergency Restoration Action and to keep Holder informed of its ongoing actions.

4.14.5 Holder's prior written approval of the exercise of Reserved Rights for which approval of Holder is required shall be obtained, conditionally obtained or declined according to the procedure provided in this Section. At least forty-five (45) days before Owner begins, or allows, any exercise of Reserved Rights on the Conservation Area Owner must notify Holder in writing of Owner's intentions to do so; provided, however that Holder may, upon written request, reduce the period of time for notice of the proposed exercise of Reserved Rights for simpler requests, in Holder's discretion. Such notice must include plans depicting, in such detail as Holder requests, the construction or other use or activity, and location thereof, which Owner intends to undertake. Owner may also be required to present to Holder for review any applications to, and approvals or permits issued by, any governmental entity that is required for the exercise of the Reserved Right for which Holder's approval is sought. Holder may request additional information or details not provided by Owner regarding Owner's proposed exercise of Reserved Rights as Holder reasonably believes necessary to determine compliance with this Article. Holder shall not be obligated to accept or respond to any request for approval of a Reserved Right if the Owner is then in violation of this Conservation Easement in any material respect. Holder shall have thirty (30) days from receipt of the notice or, if later, any additional information regarding the proposed use or activity requested by Holder, in which to make one of the following determinations:

- (a) Approve Owner's proposed exercise of a Reserved Right in accordance with the materials submitted by Owner ("Approval"). Approval on such terms shall constitute a covenant by Owner to exercise the Reserved Right solely in accordance with the notice and other information submitted to Holder; which covenant shall be enforceable by Holder as fully as if stated in this Conservation Easement.
- (b) Approve Owner's proposed exercise of a Reserved Right in accordance with the materials submitted by Owner but subject, however, to such qualifications and conditions as Holder may impose in its notice of approval. Such qualifications and conditions shall be limited to those which Holder deems necessary to: assure compliance by Owner with any of the express covenants or restrictions of this Conservation Easement, preserve and protect the Conservation Purposes or restrict Owner's exercise of the Reserved Rights to that which Owner has represented to Holder. Approval on such terms shall constitute a covenant by Owner to exercise the Reserved Right, if at all, only in accordance with the notice and other information submitted to Holder, as modified or supplemented by the qualifications and

conditions that Holder imposed; which covenant shall be enforceable by Holder as fully as if stated in this Conservation Easement.

- (c) Decline to grant approval of Owner's proposed exercise of a Reserved Right on the basis of the notice and other materials submitted. Should Holder decline to grant approval Holder shall state in writing its reasons.

- 4.14.6 Holder shall exercise reasonable judgment in applying the standards of review and approval for the exercise of Reserved Rights, consistent with and taking into consideration the fulfillment of the Conservation Purposes and the preservation of the Conservation Values.
- 4.14.7 Holder may grant, with or without conditions, approval for recurrent exercises of Reserved Rights, particularly but not necessarily limited to activities of a de minimis nature, if Holder concludes that doing so will have no material adverse effect on the Conservation Purposes or on the burden on, and effectiveness of, Holder's monitoring and enforcement in accordance with this Conservation Easement. Such approval must be in writing and shall, as with other approvals of the exercise of Reserved Rights, be limited to the description of the proposed exercise of Reserved Rights in Owner's proposal as modified or limited by the conditions in Holder's written approval.
- 4.14.8 In the event that Holder's approval is required and Holder fails to respond within the time period specified above and further fails to respond within ten days after a second written request by Owner to Holder, then the Holder shall be deemed to have denied Approval (as defined above).
- 4.14.9 Owner shall be responsible for obtaining all necessary government permits and approvals for any activity for which Holder's approval is required and Holder shall have the right, but not the obligation, to require that such permits and approvals be produced for inspection by Holder before Holder's approval is granted or as a condition to approval.
- 4.14.10 Owner shall be responsible, as a condition of the right to exercise the Reserved Rights for which the approval of Holder is expressly required, for payment of Holder's reasonable costs and expenses, including legal and consultant fees, associated with review of Owner's request for approval; provided, however, that Holder will notify Owner before incurring any costs or expenses which it believes Owner may be obligated to pay under this Section though Holder shall not be required to predict the exact amount of the cost or expense. Holder may condition consideration of a proposal for exercise of Reserved Rights upon the deposit of a sum of money with Holder to secure payment of Holder's reasonable costs of review. The time period for Holder's consideration of Owner's request shall not run until such deposit is made.



- 4.14.11 While the parties believe that each of the Reserved Rights as to which Holder's prior approval is required can be exercised in some manner without adverse effect on the Conservation Purposes of this Conservation Easement, no assurance is given that the above Reserved Rights may be exercised in specifically the manner as Owner might initially propose without having an adverse effect on the Conservation Purposes or other significant ecological values of the Conservation Area. The foregoing procedure is established for the purpose of making that determination and preventing any activity on or use of the Conservation Area that may have such an adverse effect.
- 4.14.12 In consideration for Holder accepting the perpetual responsibility and obligation to review the proposed exercise of Reserved Rights by Owner, Owner hereby waives, for Owner, and Owner's successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Holder in any litigation or other legal action arising from a dispute over Holder's exercise of its rights, obligations or interpretations under this Article 4 and agrees that the sole remedy or legal right to seek redress arising from any decision of Holder pursuant to this Article 4 shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Owner hereunder.

#### **ARTICLE 5. HOLDER'S COVENANTS**

- 5.1 Best Efforts to Enforce. Holder shall use its best efforts to enforce both the rights granted to it and the restrictions imposed upon the Conservation Area under this Conservation Easement.
- 5.2 Inability to Enforce: Procedure. If at any time Holder is unable to enforce this Conservation Easement or if Holder or any successor or assignee of Holder's rights under this Conservation Easement ceases to exist or ceases to be a Qualified Organization and if, within a reasonable period of time after the occurrence of any of these events, Holder or any successor or assignee fails to assign all of its rights and responsibilities under this Conservation Easement to a Qualified Organization and "holder", then the rights and responsibilities under this Conservation Easement shall become vested in and fall upon another Qualified Organization in accordance with a proceeding before, and the order of, any court of competent jurisdiction.
- 5.3 Assignment by Holder. Notwithstanding the foregoing or anything else in this Conservation Easement to the contrary, Holder and its successors and assigns shall have the right to assign, either wholly or partially, its right, title and interest hereunder provided that (a) the assignee is a Qualified Organization; (b) the assignee shall hold the Conservation Easement exclusively for the Conservation Purposes; and (c) the assignee agrees that the Conservation Purposes continue to be carried out. Holder agrees to notify Owner of its intent to assign the Conservation Easement, including disclosing the identity of the intended assignee, at least 30 days prior to such assignment and to offer Owner, during such period after notice and until assignment, an opportunity to comment on, but not approve or disapprove, such assignment.

## ARTICLE 6. REMEDIES AND ENFORCEMENT

- 6.1 Remedies Generally. Holder shall have the right to enforce by proceedings at law or in equity each and every one of the covenants and restrictions in this Conservation Easement. The foregoing shall not limit any of the rights or remedies available to Holder in any law or in this Conservation Easement. Holder's remedies described in this Conservation Easement shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter available or existing at law or in equity.
- 6.2 Violation of Conservation Easement. If Holder determines that this Conservation Easement is being or has been violated or that a violation is threatened or imminent then the following provisions shall apply:
- 6.2.1 Holder must notify Owner of the violation. Holder's notice may, in Holder's discretion, include its recommendations of measures to be taken by Owner to cure the violation and restore features of the Conservation Area damaged or altered as a result of the violation.
- 6.2.2 Holder shall afford Owner a period to cure the violation as stated below before undertaking action in court to enforce the Conservation Easement, provided, however, that no cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to, or destruction of, any natural resource or other feature of the Conservation Area described in the Conservation Purposes and Conservation Values.
- 6.2.3 Owner's cure period, if a cure period is required under the preceding paragraph, shall expire thirty (30) days after the date of Holder's notice to Owner but shall be extended for the time reasonably necessary to cure the violation if, and only if, all of the following conditions are satisfied: (a) Owner ceases the activity constituting the violation promptly upon receipt of Holder's notice; (b) Owner and Holder agree in writing, within the initial thirty (30) day period after Holder's notice to Owner or such longer time as Holder may afford in its discretion, upon the measures Owners will take to cure the violation; (c) Owner commences to cure the violation within the initial thirty (30) day period or such longer time as Holder may afford in its discretion; and (d) Owner continues thereafter to use best efforts and due diligence to complete the cure measures that Holder and Owner have agreed upon in writing. In no event shall Holder be obligated, notwithstanding the foregoing, to allow a cure period of more than 90 days or to refrain from commencing a legal action in court during the cure period if Holder concludes it is necessary to do so in order to preserve its right to enforce the Conservation Easement. Nothing in this paragraph shall require or prohibit settlement of a litigation or threatened litigation arising from an actual or alleged violation.
- 6.3 Remedy of Specific Performance. Without limitation of any other rights of Holder in this Conservation Easement, Holder's right of enforcement of this Conservation Easement

shall include the right to seek specific performance by Owner of the restoration of the Conservation Area to its condition at the time of the donation of the Conservation Easement as required by 26 C.F.R. § 1.170A-14(g)(5)(ii) or to its condition prior to any activity that violates this Conservation Easement or as otherwise may be necessary to remedy any violation of any easement, covenant, prohibition or restriction in this Conservation Easement, as Holder may elect.

- 6.4 Remedy of Damages. If Owner violates this Conservation Easement in such a manner as to cause damage to, extract or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Conservation Easement, including violation resulting from failure to obtain Holder's approval, Holder shall be entitled to payment of damages in the amount of the value of the protected natural resource; provided, however, that if the natural resource effected by the Owner's violation of this Conservation Easement can be restored to its condition prior to the violation and if Owner does restore the natural resource to its condition prior to the violation within a time period accepted by Holder in writing, then Holder shall accept such restoration in lieu of damages. Holder may seek payment and recovery of such damages by any means available at law. The value of the protected natural resource shall be the greater of (a) the market value of the resource or, (b) the cost of immediate restoration of the Conservation Area and all resources to its condition prior to the violation. If such restoration is not reasonably possible then double the market value of the resource shall be the amount of liquidated damages. If the resource does not have a readily determinable market value then the amount of damages shall be the amount which a court having jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes. Nothing in this Section is intended to limit, waive or release Holder's right so seek specific performance or other equitable remedy.
- 6.5 Rights and Remedies in Relation to Third Parties. As the owner of a real property interest under this Conservation Easement, Holder shall have the right, without limitation of any rights herein as against Owner, to assert and enforce any of the rights and remedies in this Conservation Easement against any person or entity other than Owner that engages in any action upon the Conservation Area that constitutes a violation of any of the covenants or restrictions of this Conservation Easement, whether such person or entity enters upon the Conservation Area as a tenant, guest or invitee of Owner, by an act of trespass or by any claim of right and Owner shall cooperate with Holder by joining in any action or proceeding commenced by Holder for such purpose.
- 6.6 Remedy: Failure to Pay Certain Charges. If Owner fails to pay any assessments, fees, fines, levies, penalties, taxes, and other charges imposed by a government, governmental agency, or governmental authority that can become a lien on the Conservation Area or upon this Conservation Easement or the rights it represents or that it grants to Holder (collectively, "Governmental Charges"), Holder may, but shall have no obligation to, pay such Governmental Charges or any part thereof upon ten (10) days after sending written notice to Owner, according to any bill, statement, or estimate procured from the appropriate public office. Payment made by Holder shall become a lien on the Conservation Area in favor of Holder upon payment by Holder and shall bear interest

until Holder is paid by Owner at the rate of twelve percent (12%) per annum or at the highest rate of interest per annum as is allowed by applicable law, whichever is less.

- 6.7 Certain Events Not a Violation. Notwithstanding anything herein to the contrary, Holder shall not bring any action seeking to enforce this Conservation Easement against Owner, nor shall this Conservation Easement be considered to have been violated by Owner, as a result of any damage to the Conservation Area if such damage was solely the result of: (a) a natural event such as an earthquake or flood, wind, lightning or other storm event, including those events commonly referred to as “acts of God”; (b) damage by persons trespassing upon the Conservation Area; or (c) any emergency measures reasonably and prudently taken by Owner to abate or mitigate significant injury to the Conservation Area as a result of any such natural event or trespass.
- 6.8 Limitation on Certain Rights. This Conservation Easement may only be enforced by Owner and Holder and no third party beneficiary rights, rights of enforcement or other rights are created or intended to be created or granted by this Conservation Easement in or to any other person or entity, any person or entity that was once an “Owner” but is no longer an owner of the Conservation Area, the public generally or any governmental authority except to the limited extent necessary to undertake an action under Section 5.2 or as required by statute (and only to the extent such statute cannot be waived by agreement of Holder and Owner). Owner and Holder do not intend that this Conservation Easement be or create a trust. Without limitation of the foregoing, no person or entity that has been an Owner shall have any rights under this Conservation Easement after such Owner has conveyed that Owner’s legal ownership interest in the Conservation Area and no person or entity that is an Owner as to a part of the Conservation Area shall have any rights under this Conservation Easement as to any part of the Conservation Area not owned by that Owner.
- 6.9 Reimbursement of Expenses of Enforcement. In the event that Holder acts, after violation of the Conservation Easement, to enforce this Conservation Easement or any obligation hereunder, all reasonable expenses incurred by Holder shall be charged to and paid by Owner, including reasonable attorneys’ fees regardless of whether an action or proceeding is commenced and whether incurred before or after the expiration of any cure period provided in this Conservation Easement; except however that Owner shall not be responsible to Holder for costs of a frivolous action by Holder or an action brought in bad faith by Holder, as determined by a court of competent jurisdiction. All such reasonable expenses, together with costs of collection (including reasonable attorneys’ fees), shall be recoverable by Holder and be subject to collection by all lawful means for the collection of a debt under the law of the state in which the Conservation Area is located.
- 6.10 No Merger of Title. Notwithstanding anything to the contrary in this Conservation Easement, should Holder become an Owner of any portion of the Conservation Area, this Conservation Easement shall not merge with any interest in the Conservation Area upon conveyance to Holder and title shall be transferred subject to the continued validity and enforceability of this Conservation Easement in accordance with the laws of the State in which the Conservation Area is located. In such event the rights of Holder under this Conservation Easement as to the portion of the Conservation Area owned by Holder shall

forthwith be transferred to a Qualified Organization in accordance with Section 5.3. or, if necessary, 5.2.

- 6.11 Reimbursement of Expenses of Litigation. Owner acknowledges that for the fulfillment of Owner's purposes and intentions for this Conservation Easement, Owner requires Holder to accept perpetual obligations for the interpretation and enforcement of this Conservation Easement and that, pursuant to 26 CFR § 1.170A-14(c), Holder must maintain its reserve capacity to enforce this Conservation Easement. It is therefore agreed that, should Owner or anyone acting by, through, under or on behalf of Owner, commence litigation against Holder to enforce any rights hereunder or to dispute any actions or inaction of Holder, to enforce any alleged duty or obligation of Holder hereunder or to seek damages or specific performance against Holder then unless Holder is finally determined by a court of competent jurisdiction, beyond right of appeal, to have acted contrary to the terms of this Conservation Easement and to have failed to exercise reasonable judgment taking into account the Conservation Purposes, the Conservation Values and the circumstances of which Holder had actual knowledge at the relevant time, then Owner shall reimburse Holder on demand for all reasonable costs and expenses, including attorney's fees, reasonably incurred by Holder in its defense in such litigation. Holder shall not be considered to have failed to exercise reasonable judgment as aforesaid solely based on the fact that Holder did not or does not prevail in legal proceedings or that Holder is determined to have adopted an interpretation of this Conservation Easement not accepted by the court.
- 6.12 No Waiver of Rights of Enforcement. The failure of Holder to exercise any of its rights under this Conservation Easement on any occasion shall not be deemed a waiver of said rights and Holder retains the right in perpetuity to require full compliance by Owner of the covenants and restrictions in this Conservation Easement.

## **ARTICLE 7. GENERAL PROVISIONS**

- 7.1 Owner and Holder Further Defined. The term "Owner" used in this Conservation Easement shall mean and include the above-named Owner and any of Owner's successors or assigns, whether one or more, that are the legal owners of the Conservation Area or any part thereof as to such part of the Conservation Area. The term "Holder" used in this Conservation Easement shall mean and include the above-named Holder and its successors and assigns, it being understood and agreed that any assignee of the rights of Holder hereunder must be a Qualified Organization and shall carry out the obligations of Holder and the intent of this Conservation Easement.
- 7.2 Rules of Construction and Interpretation. The parties recognize the environmental, scenic, and natural values of the Conservation Area and have the common purpose of preserving these values. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to promote, protect and fulfill the Conservation Purposes and the policies and purposes of Holder. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes that would render the provision valid should be favored over any interpretation that would render it invalid.



If any provision of this Conservation Easement is determined by final judgment of a court having competent jurisdiction to be invalid, such determination shall not have the effect of rendering the remaining provisions of this Conservation Easement invalid. The parties intend that this Conservation Easement, which is by nature and character primarily prohibitive (in that Owner has restricted and limited the rights inherent in ownership of the Conservation Area), shall be construed at all times and by all parties to promote, protect and fulfill the Conservation Purposes.

- 7.3 Indemnification. Owner covenants and agrees to indemnify, defend, reimburse, and hold harmless Holder, its directors, officers and employees (an “Indemnified Party”) from, for and against any Loss (hereinafter defined) to the extent such Loss arose from an Indemnified Cause (hereinafter defined). A “Loss” shall mean any loss, cost, liability, penalty, fine, or damage of any kind or nature whatsoever which an Indemnified Party may reasonably be concluded to have suffered, paid or incurred. The term “cost” shall include, but shall not be limited to, reasonable attorneys’ fees and witness and court fees. An “Indemnified Cause” shall mean any of the following: the violation or alleged violation of any law in, upon or involving the Conservation Area by Owner or anyone acting by, for, through or under the direction of Owner, including but not limited to any tenant, contractor, agent, licensee or invitee of Owner; any tax or assessment upon the Conservation Area or upon this Conservation Easement or the rights it represents or that it grants to Holder; any death or injury to any person occurring on or about the Conservation Area; any lien or attempts to enforce a lien asserted against the Conservation Area; the costs of performing any work on the Conservation Area; any loss or damage to any property on or about the Conservation Area; or any lawsuit or governmental administrative or law enforcement action which is commenced or threatened against an Indemnified Party or to which any Indemnified Party is made a party or called as a witness; but notwithstanding the foregoing, “Indemnified Cause” shall not, as to an Indemnified Party, include any cause which results from acts which are finally determined by a court to have been the result of bad faith, negligence or willful misconduct by that Indemnified Party. It is further agreed that no person shall have an indemnification obligation or liability under this Section as to any Indemnified Cause which arises entirely and solely from events which occurred after such person is no longer the legal owner of the Conservation Area or any part thereof and is no longer in possession of the Conservation Area or any part thereof (it being understood that one or more subsequent Owners shall have such indemnification, defense, reimbursement, and holding harmless obligation).
- 7.4 Responsibilities and Liabilities of Owner. Without limitation of anything herein to the contrary, Owner shall (a) retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operations, upkeep, and maintenance of the Conservation Area, including the general liability insurance coverage and obligation to comply with applicable law and (b) pay all Governmental Charges.
- 7.5 Vesting of Real Property Interest and Allocating Proceeds Following Judicial Extinguishment or Condemnation of Conservation Easement.

- 7.5.1 The donation and grant of the perpetual conservation easement contained in this Conservation Easement with respect to the Conservation Area (the “Restrictions”) gives rise to a property right, immediately vested in the Holder, with a fair market value that is at least equal to the proportionate value that such perpetual conservation easement at the time of the gift, bears to the value of the Conservation Area as a whole at that time. That proportionate value shall remain constant.
- 7.5.2 It is the intention of the parties that no change in conditions surrounding the Conservation Area, including for example, but without limitation, changes in the use of properties adjoining or in the vicinity of the Conservation Area, will at any time or in any event result in the extinguishment of any of Restrictions.
- 7.5.3 If, however, notwithstanding the foregoing intention, to ensure compliance with 26 CFR 1.170A-14(g)(6), a subsequent unexpected change in conditions surrounding the Conservation Area makes impossible or impractical the continued use of the Conservation Area for conservation purposes as described herein, and as a result of such change, gives rise to the extinguishment of such Restrictions by judicial proceedings, the Holder, on a subsequent sale, exchange or involuntary conversion of all or part of the Conservation Area, shall be entitled to a portion of the proceeds of such sale, exchange or involuntary conversion at least equal to that proportionate value of the perpetual conservation easement granted hereunder bears to the value of the Conservation Area as a whole at that time, unless state law provides that the Owner is entitled to the full proceeds from such judicial conversion without regard to the terms of the of this Conservation Easement. Such portion of the proceeds allocable to Holder shall be used by Holder in a manner consistent with the Conservation Purposes set forth herein.
- 7.5.4 This Section shall also apply whenever all or part of the Conservation Area is taken by the exercise of eminent domain by judicial proceedings the same as any other extinguishment by judicial proceedings otherwise described in this Section. Owner and Holder shall join in appropriate actions at the time of such taking by eminent domain to recover the full value of the taking and all incidental or direct damages resulting from such taking.
- 7.5.5 This Section shall be construed to cause this Conservation Easement to conform to the requirements of 26 CFR §1.170A-14(g)(6), it being the specific intention of the parties that the conservation purposes protected in this Conservation Easement shall be treated as being protected in perpetuity in accordance with 26 CFR §1.170A-14(g)(6).
- 7.6 Amendment. Owner and Holder recognize that applicable law of the state in which the Conservation Area is located may permit amendment of conservation easements but that, notwithstanding any such right, Holder and Owner agree that there shall be no amendment to this Conservation Easement except that which Holder approves in its sole

and unlimited discretion and that Holder concludes: (a) will not impair, reduce or interfere with the fulfillment of the Conservation Purposes; (b) will not result in the destruction of any significant Conservation Values or other conservation interests of the Conservation Area; (c) does not cause this Conservation Easement to fail to qualify as a valid conservation easement or conservation agreement, as applicable, under the State Conservation Easement Law, as the same may be hereafter amended; (d) does not cause this Conservation Easement to fail to meet the requirements to be a qualified conservation contribution under Section 170(h) of the Internal Revenue Code and applicable regulations; (e) will not alter or permit the alteration, disturbance or destruction of the use of the Conservation Area as it is intended to be protected in perpetuity by this Conservation Easement; and (f) does not violate any other law or regulation to which Holder is subject. This Section supersedes any provision in this Conservation Easement that may be to the contrary.

- 7.7 Covenants, Etc. Run With The Land. This Conservation Easement and all of the covenants, indemnifications, releases, easements and restrictions in this Conservation Easement shall run with the land and be binding upon Owner and Owner's successors and assigns, unless otherwise expressly provided in this Conservation Easement.
- 7.8 Limitation on Owner Liability. An Owner shall be and remain liable, even after ownership has been transferred, for any breach or violation of this Conservation Easement if, but only if, such breach or violation occurred during such time as such Owner was the legal or equitable owner of, or is in possession of, the entire Conservation Area or that part of the Conservation Area on which the breach or violation occurred.
- 7.9 Effect on Mortgages and Other Liens. All mortgages, deeds of trust and other liens or encumbrances upon all or any part of the Conservation Area which either come into existence or are recorded in the place for the recording of such liens or encumbrances after the date of this Conservation Easement will be subject to and subordinate to this Conservation Easement.
- 7.10 Right of Conveyance Retained; Notice Required. Nothing in this Conservation Easement shall limit the right of Owner, Owner's successors or assigns to grant or convey the Conservation Area, provided that any such grant or conveyance shall be under and subject to this Conservation Easement. Owner shall notify Holder in writing of any sale, transfer, lease or other disposition of the Conservation Area or any part thereof, whether by operation of law or otherwise, not later than 30 days after such disposition and such notice shall include a copy of the deed, lease, or other declaration of transfer, the date of transfer, and the name or names and addresses for notices of the transferee.
- 7.11 Transfer Payment. In consideration of the perpetual obligations assumed by Holder in this Conservation Easement, the costs of which are unpredictable, including, but not necessarily limited to, the obligations to travel to and inspect the Conservation Area for compliance with this Conservation Easement, communicate with present and future owners and respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Holder's obligation to be a Qualified Organization under 26 CFR §1.170A-14(c)(1), and in consideration of

Owner's desire to support Holder in its charitable mission with respect to the Conservation Area and other properties in which Holder may have accepted conservation easement restrictions, Owner agrees for itself, Owner's successors and assigns, that there shall be paid to Holder the Transfer Payment (hereinafter defined) at the time of each Qualifying Transfer (hereinafter defined) and in the manner stated in this Section.

- 7.11.1 The "Transfer Payment" shall be the amount equal to one percent (1.0%) of the Purchase Price (hereinafter defined) of the Conservation Area or part thereof, the improvements on the Conservation Area and all of the other land and improvements that are included in the Qualifying Transfer.
- 7.11.2 A "Qualifying Transfer" shall mean the conveyance of legal title to the Conservation Area or any part thereof, the improvements on the Conservation Area, and any other land and improvements which are conveyed by the same deed of conveyance with which the Conservation Area or part thereof is conveyed.
- 7.11.3 The "Purchase Price" shall be the sum of all of the following given in consideration for a Qualifying Transfer: (a) payment of money, (b) transfer of real or personal property or other tangible consideration, (c) purchase money indebtedness, and (d) the assumption of indebtedness. Owner shall be obligated to provide to Holder a true and correct copy of the agreement of sale pertaining to the Qualifying Transfer or other documents verifying the Purchase Price to the reasonable satisfaction of Holder.
- 7.11.4 In the event of a Qualifying Transfer in which all or part of the consideration to seller is in the form of real or personal property rather than the payment of money, purchase money indebtedness or assumption of indebtedness, the Purchase Price shall include an amount equal to the fair market value of such real or personal property given in consideration for the Qualifying Transfer as determined by a qualified appraiser approved by Holder in its reasonable judgment. Appraisals used in the determination of the Purchase Price shall be based upon the guidelines and ethical standards of the Appraisal Institute, as then in effect, for the type of property involved. However, Owner and Holder may, if they so elect in their discretion, without obligation to do so, accept an alternate method of establishing the value of property including by contemporaneous agreement.
- 7.11.5 Purchase Price shall not impute fair market value to that portion of a Qualifying Transfer that is a gift, devise, bequest or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness or assumption of indebtedness.
- 7.11.6 The Transfer Payment shall not be applicable to a Qualifying Transfer into a corporation, limited liability company or general or limited partnership where the Owner that is the transferor receives all of the shares of the transferee entity as consideration and receives no other consideration.

- 7.11.7 The obligation for payment of the Transfer Payment shall be binding upon the Owner that is the transferor in the Qualifying Transfer and the purchaser or grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Payment, and also shall be binding upon their respective successors and assigns, and shall run with the land until paid.
- 7.11.8 The Transfer Payment shall be paid to Holder at or before the time of transfer of legal title as aforesaid. The amount of any Transfer Payment not paid in the amount and at the time required herein shall, (a) accrue interest payable to Holder in the amount of twelve percent (12%) per annum and (b) constitute, together with the accrued interest, to the extent permitted by applicable law, a lien on the Conservation Area in favor of the Holder until paid in full, provided that such lien shall not be superior to any mortgage, deed of trust or other lien that was executed, recorded and otherwise validly established against the Conservation Area prior to the date of the Qualifying Transfer.
- 7.11.9 Owner shall be liable for reasonable attorneys' fees and other costs of collection reasonably incurred by Holder in the enforcement of this Section.
- 7.11.10 If and to the extent the law of the state in which the Conservation Area is located so requires in order to preserve the validity of this Section, it is agreed that the Transfer Payment shall not apply to any Qualifying Transfer that occurs after the lifetime plus twenty-one (21) years of any biological child of Stephen Thor Johnson, President of the North American Land Trust.
- 7.11.11 Without limitation of any other provision of this Conservation Easement, neither the validity of this Section nor compliance with or enforcement of this Section shall have any bearing whatever on the validity or enforceability of any other provision of this Conservation Easement.
- 7.12 Managerial Control Retained by Owner. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability of Holder to exercise physical or managerial control over day-to-day operations of the Conservation Area, or any of Owner's activities on the Conservation Area, or otherwise to become an operator with respect to the Conservation Area within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.
- 7.13 Compliance With Law. Notwithstanding provisions hereof to the contrary, if any, Owner shall be solely responsible for complying with all federal, state and local laws and regulations in connection with the conduct of any use of the Conservation Area or the erection of any Structure permitted hereunder, and Owner shall be solely responsible for obtaining any required permits, approvals from the relevant governmental authorities in connection therewith.
- 7.14 Notices. All notices required of Owner under the terms of this Conservation Easement, and all requests for the approval by Holder, shall be in writing shall be deemed to have



been given when either served personally or when sent by certified mail, with return receipt requested and postage prepaid, addressed to Holder at the address stated on the first page of this Conservation Easement or such other address provided by notice from Holder or Owner to the other for the purpose. Notices by Holder to an Owner need only be given to the Owner of the portion of the Conservation Area that is the subject of the notice.

- 7.15 Headings. The underlined headings preceding the Sections in this Conservation Easement are intended for convenience of reference only and shall not be applied in the construction or interpretation of the substance of this Conservation Easement nor shall any such headings be construed to add to, detract from or otherwise alter the substance, meaning, force or effect of any of the Sections in this Conservation Easement.
- 7.16 Availability or Amount of Tax Benefits. Holder makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Owner or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Conservation Easement or other transaction associated with the donation of this Conservation Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. Holder makes no warranty, representation or other assurance regarding the value of this Conservation Easement or of the Conservation Area. As to all of the foregoing, Owner is relying upon Owner's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon Holder or any legal counsel, accountant, financial advisor, appraiser or other consultant of Holder. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving Owner or Owner's successors or assigns or other similar matter then Holder shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by Holder in responding or replying thereto.
- 7.17 No Goods or Services. Holder provided no goods or services in consideration, in whole or in part, for the grant of this Conservation Easement.
- 7.18 Warranties and Representations of Owner. By signing this Conservation Easement, Owner acknowledges, warrants and represents to Holder that:
- 7.18.1 Owner has received and fully reviewed the Baseline Documentation in its present form in its entirety.
- 7.18.2 The Baseline Documentation includes, among other things:
- Photographs of current site conditions on the Conservation Area.
  - Supportive Mapping of the Conservation Area including, but not limited to, location maps, aerial photographs and topography.
- 7.18.3 The Baseline Documentation is an accurate representation of the condition of the Conservation Area at the time of granting this Conservation Easement.

- 7.18.4 Owner has had the opportunity to be represented by counsel of Owner's selection, and fully understands that Owner is hereby permanently relinquishing property rights which would otherwise permit Owner to have a fuller use and enjoyment of the Conservation Area.
- 7.18.5 The undersigned individual or individuals signing as or on behalf of Owner has all legal authority to enter into this Conservation Easement and perform all of the obligations of Owner hereunder, as the binding act of Owner.
- 7.18.6 Owner is seized of the Conservation Area in fee simple title. Owner has the right to grant and convey this Conservation Easement. The Conservation Area is free and clear of any Deed of Trust, Mortgage and any other liens and monetary encumbrances except: (a) liens for taxes not yet due and payable and (b) Deed of Trust or Mortgage liens that are subordinate to this Conservation Easement by virtue of the executed form of Joinder and Consent of Lienholder attached hereto and incorporated herein.
- 7.18.7 There are no recorded or unrecorded leases or other agreement for the production of minerals or removal of timber from the Conservation Area which would, if any of the activities permitted under such lease or other agreement was undertaken by Owner, violate the covenants or restrictions in this Conservation Easement or otherwise defeat the Conservation Purposes.
- 7.19 State Conservation Easement Law. This Conservation Easement shall be a "conservation easement" under, and shall be governed by, the State Conservation Easement Law and Holder shall have all of the rights and powers of a "Holder" under the State Conservation Easement Law.
- 7.20 Governing Law. This Conservation Easement shall be governed by and construed under the law of the State of South Carolina .

**TO HAVE AND TO HOLD** the easements and rights in this Conservation Easement unto Holder, its successors and assigns, for its own use and benefit forever.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Holder have executed this Conservation Easement:

SANDLAPPER HILL, LLC

Witness:

[Signature]

By:

Jack E. Fisher  
Jack E. Fisher, President

Witness:

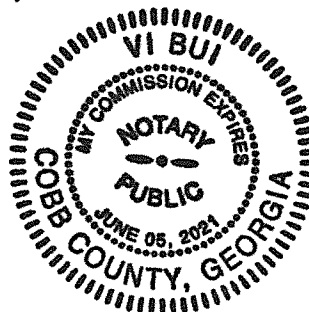
[Signature]

State of Georgia

County of Cobb

The foregoing instrument was acknowledged before me this 22 day of December, 2017, by Jack E. Fisher, President of SANDLAPPER HILL, LLC, a South Carolina limited liability company, on behalf of the company.

[Signature]  
Notary Public



NORTH AMERICAN LAND TRUST  
a non-profit corporation

Witness: [Signature]  
Witness: [Signature]

By: [Signature] --Seal--  
Stephen Thor Johnson, President

COMMONWEALTH OF PENNSYLVANIA :  
: COUNTY OF CHESTER :

On this, the 22<sup>ND</sup> day of December, 2017, before me, a Notary Public in and for the State of Pennsylvania, the undersigned officer, personally appeared Stephen Thor Johnson, who acknowledged himself to be the President of North American Land Trust, a Pennsylvania Non-Profit Corporation, and that he as such officer, being authorized to do so, executed the foregoing conservation easement for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

[Signature]  
Notary Public  
My commission expires: Aug. 22, 2018

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Karen M. Mazza, Notary Public  
Pennsbury Twp., Chester County  
My Commission Expires Aug. 22, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

## EXHIBIT "A"

### PROPERTY DESCRIPTION

#### PARCEL 2 – SANDHILL TRACT

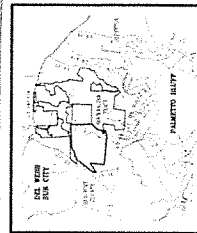
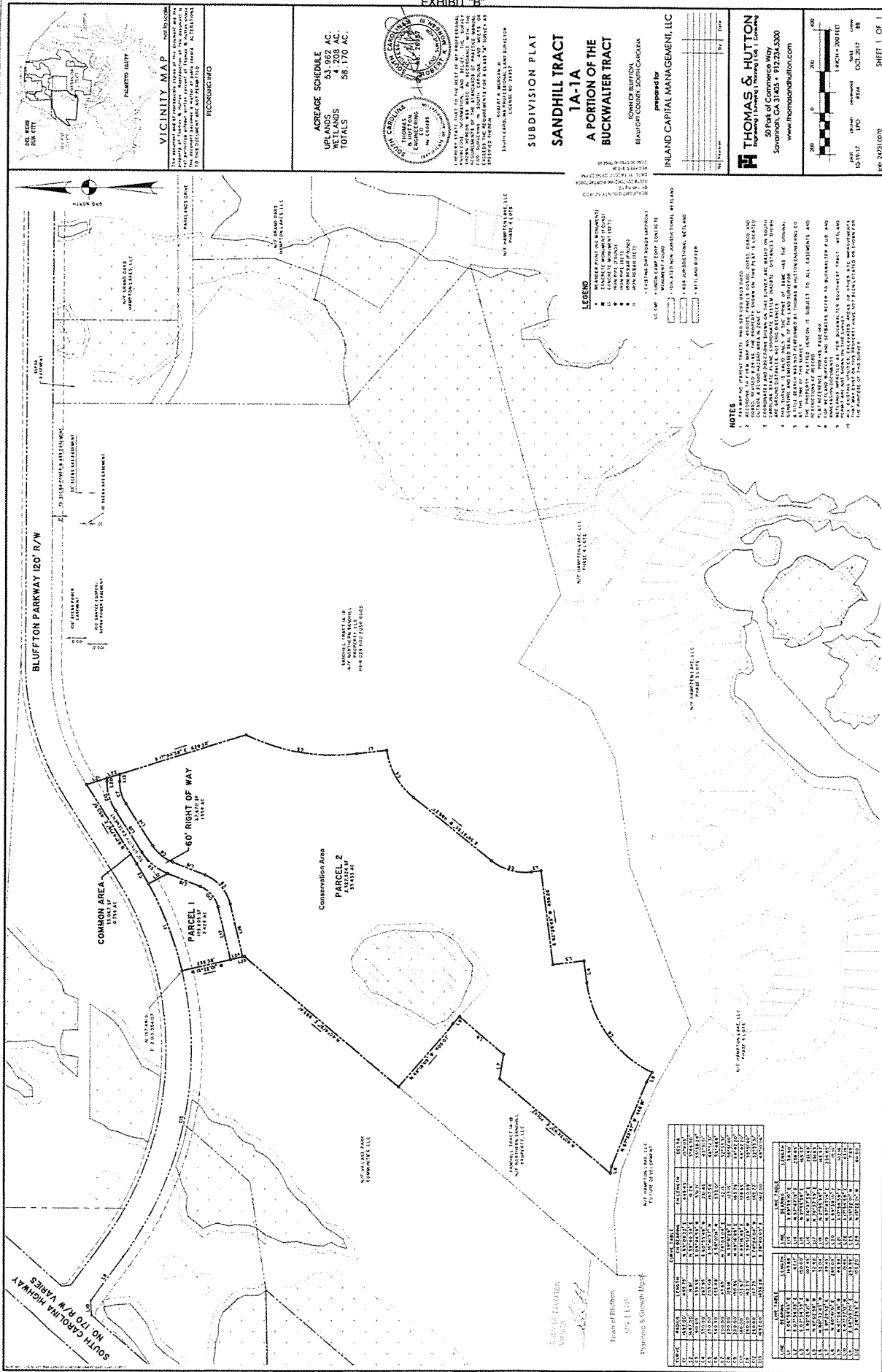
ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA, SHOWN AND DESCRIBED AS "PARCEL 2 CONTAINING 53.433 ACRES, ON THAT CERTAIN PLAT DATED OCTOBER 19, 2017, ENTITLED "SUBDIVISION PLAT OF SANDHILL TRACT 1A-1A, A PORTION OF THE BUCKWALTER TRACT" PREPARED FOR INLAND CAPITAL MANAGEMENT, LLC, PREPARED BY THOMAS & HUTTON ENGINEERING CO., CERTIFIED BY ROBERT K. MORGAN, III, PLS (SC #26957), AND RECORDED NOVEMBER 14, 2017, IN PLAT BOOK 148 AT PAGE 10, IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA (THE "PLAT"), REFERENCE TO WHICH IS HEREBY CRAVED AS FORMING A PART AND PARCEL HEREOF.

COMMENCING AT THE SOUTHWEST QUADRANT OF SOUTH CAROLINA HIGHWAY NO. 170(R/W VARIES) AND BLUFFTON PARKWAY(120' R/W); THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BLUFFTON PARKWAY N 87°37'12" E A DISTANCE OF 71.46 FEET TO A POINT; THENCE S 54°05'00" E A DISTANCE OF 259.99 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 1456.27 FEET, A RADIUS OF 1696.99 FEET, A CHORD LENGTH OF 1412.00 FEET, AND A CHORD BEARING S 78°40'03" E TO A POINT; THENCE LEAVING SAID RIGHT OF WAY S 13°22'01" E A DISTANCE OF 295.38 FEET TO A POINT, POINT BEING THE POINT OF BEGINNING; THENCE N 76°37'59" E A DISTANCE OF 261.63 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 190.96 FEET, A RADIUS OF 200.00 FEET, A CHORD LENGTH OF 183.79 FEET, AND A CHORD BEARING N 49°16'49" E TO A POINT; THENCE N 21°55'39" E A DISTANCE OF 165.37 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 125.18 FEET, A RADIUS OF 200.00 FEET, A CHORD LENGTH OF 123.15 FEET, AND A CHORD BEARING N 39°51'29" E TO A POINT; THENCE N 57°47'19" E A DISTANCE OF 238.85 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 113.65 FEET, A RADIUS OF 200.00 FEET, A CHORD LENGTH OF 112.13 FEET, AND A CHORD BEARING N 74°04'04" E TO A POINT; THENCE S 89°39'10" E A DISTANCE OF 34.90 FEET TO A POINT; THENCE S 17°54'58" E A DISTANCE OF 629.20 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 539.58 FEET, A RADIUS OF 910.00 FEET, A CHORD LENGTH OF 531.71 FEET, AND A CHORD BEARING S 09°44'59" W TO A POINT; THENCE S 06°54'55" E A DISTANCE OF 143.88 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 267.95 FEET, A RADIUS OF 350.00 FEET, A CHORD LENGTH OF 261.45 FEET, AND A CHORD BEARING S 60°53'48" W TO A POINT; THENCE S 38°57'52" W A DISTANCE OF 486.27 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 203.08 FEET, A RADIUS OF 250.00 FEET, A CHORD LENGTH OF 197.54 FEET, AND A CHORD BEARING S 15°41'37" W TO A POINT; THENCE S 07°34'39" E A DISTANCE OF 47.17 FEET TO A POINT; THENCE S 82°25'43" W A DISTANCE OF 456.26 FEET TO A POINT; THENCE S 07°34'39" E A DISTANCE OF 150.00 FEET TO A POINT; THENCE S 82°25'21" W A DISTANCE OF 107.45 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 555.48 FEET, A RADIUS OF 560.30 FEET, A CHORD LENGTH OF 533.01 FEET, AND A CHORD BEARING S 54°01'16" W TO A POINT; THENCE N 61°02'58" W A DISTANCE OF 52.40 FEET TO A POINT; THENCE N 67°55'47" W A DISTANCE OF 446.91 FEET TO A POINT; THENCE N 80°32'43" W A DISTANCE OF 32.04 FEET TO A POINT; THENCE N 40°36'40" E A DISTANCE OF 701.42 FEET TO A POINT; THENCE S 81°25'52" E A DISTANCE OF 119.43 FEET TO A POINT; THENCE N 40°41'51" E A DISTANCE OF 280.00 FEET TO A POINT; THENCE N 47°54'16" W A DISTANCE OF 44.94 FEET TO A POINT;



## EXHIBIT "A"

THENCE N 49°18'09" W A DISTANCE OF 405.07 FEET TO A POINT; THENCE N 40°41'51" E A DISTANCE OF 963.41 FEET TO A POINT; THENCE N 13°22'01" W A DISTANCE OF 7.65 FEET TO SAID POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 53.433 ACRES.



**VICINITY MAP**  
This map shows the location of the project area within the local road network. It includes labels for 'BLUFFTON PARKWAY' and 'SOUTH CAROLINA HIGHWAY 170 R/W'.

**ACREAGE SCHEDULE**

UPPER LANDS	53.982 AC.
LOWER LANDS	1.018 AC.
TOTALS	55.000 AC.



**EXHIBIT "B"**  
SUBDIVISION PLAT  
SANDHILL TRACT  
1A-1A  
A PORTION OF THE  
BUCKWATER TRACT  
COUNTY OF HUNTERDON  
NEW JERSEY

**INLAND CAPITAL MANAGEMENT, LLC**  
Prepared for  
THOMAS & HUTTON  
50 Park of Commerce Way  
Spartanburg, SC 29303  
www.thomashutton.com

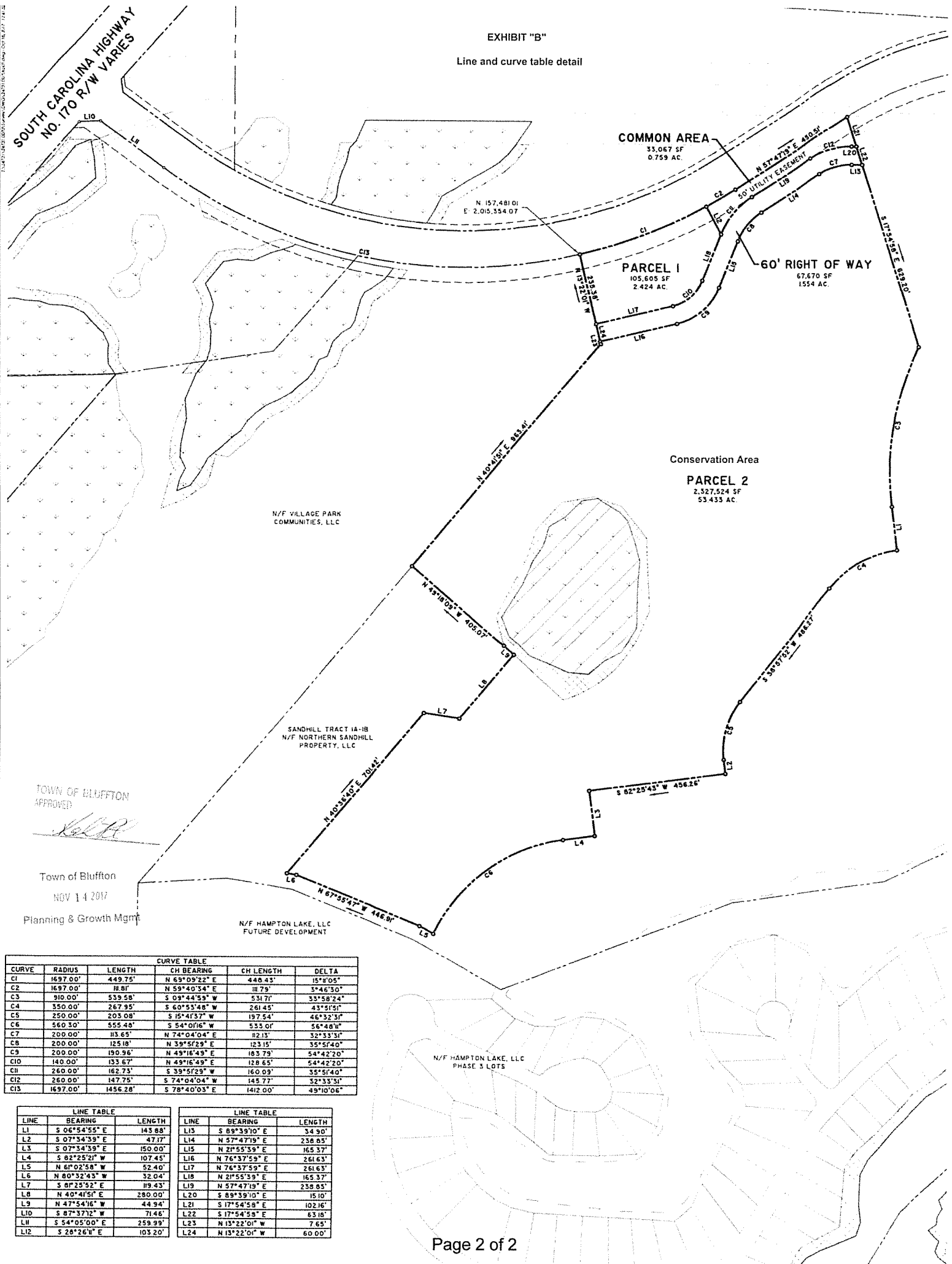


**NOTES**  
1. PARCELS 1 AND 2 ARE SHOWN WITH DIMENSIONS AND BEARING. THE DIMENSIONS AND BEARING ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.  
2. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.  
3. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.  
4. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.  
5. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.  
6. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.  
7. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.  
8. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.  
9. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.  
10. THE DIMENSIONS AND BEARING ARE SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.

LINE	FROM	TO	BEARING	DISTANCE	AREA
1	1	2	N 01° 45' 00" E	100.00	100.00
2	2	3	S 89° 15' 00" W	100.00	100.00
3	3	4	N 01° 45' 00" E	100.00	100.00
4	4	5	S 89° 15' 00" W	100.00	100.00
5	5	6	N 01° 45' 00" E	100.00	100.00
6	6	7	S 89° 15' 00" W	100.00	100.00
7	7	8	N 01° 45' 00" E	100.00	100.00
8	8	9	S 89° 15' 00" W	100.00	100.00
9	9	10	N 01° 45' 00" E	100.00	100.00
10	10	11	S 89° 15' 00" W	100.00	100.00
11	11	12	N 01° 45' 00" E	100.00	100.00
12	12	13	S 89° 15' 00" W	100.00	100.00
13	13	14	N 01° 45' 00" E	100.00	100.00
14	14	15	S 89° 15' 00" W	100.00	100.00
15	15	16	N 01° 45' 00" E	100.00	100.00
16	16	17	S 89° 15' 00" W	100.00	100.00
17	17	18	N 01° 45' 00" E	100.00	100.00
18	18	19	S 89° 15' 00" W	100.00	100.00
19	19	20	N 01° 45' 00" E	100.00	100.00
20	20	21	S 89° 15' 00" W	100.00	100.00
21	21	22	N 01° 45' 00" E	100.00	100.00
22	22	23	S 89° 15' 00" W	100.00	100.00
23	23	24	N 01° 45' 00" E	100.00	100.00
24	24	25	S 89° 15' 00" W	100.00	100.00
25	25	26	N 01° 45' 00" E	100.00	100.00
26	26	27	S 89° 15' 00" W	100.00	100.00
27	27	28	N 01° 45' 00" E	100.00	100.00
28	28	29	S 89° 15' 00" W	100.00	100.00
29	29	30	N 01° 45' 00" E	100.00	100.00
30	30	31	S 89° 15' 00" W	100.00	100.00
31	31	32	N 01° 45' 00" E	100.00	100.00
32	32	33	S 89° 15' 00" W	100.00	100.00
33	33	34	N 01° 45' 00" E	100.00	100.00
34	34	35	S 89° 15' 00" W	100.00	100.00
35	35	36	N 01° 45' 00" E	100.00	100.00
36	36	37	S 89° 15' 00" W	100.00	100.00
37	37	38	N 01° 45' 00" E	100.00	100.00
38	38	39	S 89° 15' 00" W	100.00	100.00
39	39	40	N 01° 45' 00" E	100.00	100.00
40	40	41	S 89° 15' 00" W	100.00	100.00
41	41	42	N 01° 45' 00" E	100.00	100.00
42	42	43	S 89° 15' 00" W	100.00	100.00
43	43	44	N 01° 45' 00" E	100.00	100.00
44	44	45	S 89° 15' 00" W	100.00	100.00
45	45	46	N 01° 45' 00" E	100.00	100.00
46	46	47	S 89° 15' 00" W	100.00	100.00
47	47	48	N 01° 45' 00" E	100.00	100.00
48	48	49	S 89° 15' 00" W	100.00	100.00
49	49	50	N 01° 45' 00" E	100.00	100.00
50	50	51	S 89° 15' 00" W	100.00	100.00
51	51	52	N 01° 45' 00" E	100.00	100.00
52	52	53	S 89° 15' 00" W	100.00	100.00
53	53	54	N 01° 45' 00" E	100.00	100.00
54	54	55	S 89° 15' 00" W	100.00	100.00
55	55	56	N 01° 45' 00" E	100.00	100.00
56	56	57	S 89° 15' 00" W	100.00	100.00
57	57	58	N 01° 45' 00" E	100.00	100.00
58	58	59	S 89° 15' 00" W	100.00	100.00
59	59	60	N 01° 45' 00" E	100.00	100.00
60	60	61	S 89° 15' 00" W	100.00	100.00
61	61	62	N 01° 45' 00" E	100.00	100.00
62	62	63	S 89° 15' 00" W	100.00	100.00
63	63	64	N 01° 45' 00" E	100.00	100.00
64	64	65	S 89° 15' 00" W	100.00	100.00
65	65	66	N 01° 45' 00" E	100.00	100.00
66	66	67	S 89° 15' 00" W	100.00	100.00
67	67	68	N 01° 45' 00" E	100.00	100.00
68	68	69	S 89° 15' 00" W	100.00	100.00
69	69	70	N 01° 45' 00" E	100.00	100.00
70	70	71	S 89° 15' 00" W	100.00	100.00
71	71	72	N 01° 45' 00" E	100.00	100.00
72	72	73	S 89° 15' 00" W	100.00	100.00
73	73	74	N 01° 45' 00" E	100.00	100.00
74	74	75	S 89° 15' 00" W	100.00	100.00
75	75	76	N 01° 45' 00" E	100.00	100.00
76	76	77	S 89° 15' 00" W	100.00	100.00
77	77	78	N 01° 45' 00" E	100.00	100.00
78	78	79	S 89° 15' 00" W	100.00	100.00
79	79	80	N 01° 45' 00" E	100.00	100.00
80	80	81	S 89° 15' 00" W	100.00	100.00
81	81	82	N 01° 45' 00" E	100.00	100.00
82	82	83	S 89° 15' 00" W	100.00	100.00
83	83	84	N 01° 45' 00" E	100.00	100.00
84	84	85	S 89° 15' 00" W	100.00	100.00
85	85	86	N 01° 45' 00" E	100.00	100.00
86	86	87	S 89° 15' 00" W	100.00	100.00
87	87	88	N 01° 45' 00" E	100.00	100.00
88	88	89	S 89° 15' 00" W	100.00	100.00
89	89	90	N 01° 45' 00" E	100.00	100.00
90	90	91	S 89° 15' 00" W	100.00	100.00
91	91	92	N 01° 45' 00" E	100.00	100.00
92	92	93	S 89° 15' 00" W	100.00	100.00
93	93	94	N 01° 45' 00" E	100.00	100.00
94	94	95	S 89° 15' 00" W	100.00	100.00
95	95	96	N 01° 45' 00" E	100.00	100.00
96	96	97	S 89° 15' 00" W	100.00	100.00
97	97	98	N 01° 45' 00" E	100.00	100.00
98	98	99	S 89° 15' 00" W	100.00	100.00
99	99	100	N 01° 45' 00" E	100.00	100.00
100	100	101	S 89° 15' 00" W	100.00	100.00
101	101	102	N 01° 45' 00" E	100.00	100.00
102	102	103	S 89° 15' 00" W	100.00	100.00
103	103	104	N 01° 45' 00" E	100.00	100.00
104	104	105	S 89° 15' 00" W	100.00	100.00
105	105	106	N 01° 45' 00" E	100.00	100.00
106	106	107	S 89° 15' 00" W	100.00	100.00
107	107	108	N 01° 45' 00" E	100.00	100.00
108	108	109	S 89° 15' 00" W	100.00	100.00
109	109	110	N 01° 45' 00" E	100.00	100.00
110	110	111	S 89° 15' 00" W	100.00	100.00
111	111	112	N 01° 45' 00" E	100.00	100.00
112	112	113	S 89° 15' 00" W	100.00	100.00
113	113	114	N 01° 45' 00" E	100.00	100.00
114	114	115	S 89° 15' 00" W	100.00	100.00
115	115	116	N 01° 45' 00" E	100.00	100.00
116	116	117	S 89° 15' 00" W	100.00	100.00
117	117	118	N 01° 45' 00" E	100.00	100.00
118	118	119	S 89° 15' 00" W	100.00	100.00
119	119	120	N 01° 45' 00" E	100.00	100.00
120	120	121	S 89° 15' 00" W	100.00	100.00
121	121	122	N 01° 45' 00" E	100.00	100.00
122	122	123	S 89° 15' 00" W	100.00	100.00
123	123	124	N 01° 45' 00" E	100.00	100.00
124	124	125	S 89° 15' 00" W	100.00	100.00
125	125	126	N 01° 45' 00" E	100.00	100.00
126	126	127	S 89° 15' 00" W	100.00	100.00
127	127	128	N 01° 45' 00" E	100.00	100.00
128	128	129	S 89° 15' 00" W	100.00	100.00
129	129	130	N 01° 45' 00" E	100.00	100.00
130	130	131	S 89° 15' 00" W	100.00	100.00
131	131	132	N 01° 45' 00" E	100.00	100.00
132	132	133	S 89° 15' 00" W	100.00	100.00
133	133	134	N 01° 45' 00" E	100.00	100.00
134	134	135	S 89° 15' 00" W	100.00	100.00
135	135	136	N 01° 45' 00" E	100.00	100.00
136	136	137	S 89° 15' 00" W	100.00	100.00
137	137	138	N 01° 45' 00" E	100.00	100.00
138	138	139	S 89° 15' 00" W	100.00	100.00
139	139	140	N 01° 45' 00" E	100.00	100.00
140	140	141	S 89° 15' 00" W	100.00	100.00
141	141	142	N 01° 45' 00" E	100.00	100.00
142	142	143	S 89° 15' 00" W	100.00	100.00
143	143	144	N 01° 45' 00" E	100.00	100.00
144	144	145	S 89° 15' 00" W	100.00	100.00
145	145	146	N 01° 45' 00" E	100.00	100.00
146	146	147	S 89° 15' 00" W	100.00	100.00
147	147	148	N 01° 45' 00" E	100.00	100.00
148	148	149	S 89° 15' 00" W	100.00	100.00
149	149	150	N 01° 45' 00" E	100.00	100.00
150	150	151	S 89° 15' 00" W	100.00	100.00
151	151	152	N 01° 45' 00" E	100.00	100.00
152	152	153	S 89° 15' 00" W	100.00	100.00
153	153	154	N 01° 45' 00" E	100.00	100.00
154	154	155	S 89° 15' 00" W	100.00	100.00
155	155	156	N 01° 45' 00" E	100.00	100.00
156	156	157	S 89° 15' 00" W	100.00	100.00
157	157	158	N 01° 45' 00" E	100.00	100.00
158	158	159	S 89° 15' 00" W	100.00	100.00
159	159	160	N 01° 45' 00" E	100.00	100.00
160	160	161	S 89° 15' 00" W	100.00	100.00
161	161	162	N 01° 45' 00" E	100.00	100.00
162	162	163	S 89° 15' 00" W	100.00	100.00
163	163	164	N 01° 45' 00" E	100.00	100.00
164	164	165	S 89° 15' 00" W	100.00	100.00
165	165	166	N 01° 45' 00" E	100.00	100.00
166	166	167	S 89° 15' 00" W	100.00	100.00
167	167	168	N 01° 45' 00" E	100.00	100.00
168	168	169	S 89° 15' 00" W	100.00	100.00
169	169	170	N 01° 45' 00" E	100.00	100.00
170	170	171	S 89° 15' 00" W	100.00	100.00
171	171	172	N 01° 45' 00" E	100.00	100.00
172	172	173	S 89° 15' 00" W	100.00	100.00
173	173	174	N 01° 45' 00" E	100.00	100.00
174	174	175	S 89° 15' 00" W	100.00	100.00
175	175	176	N 01° 45' 00" E	100.00	100.00
176	176	177	S 89° 15' 00" W	100.00	100.00
177	177	178	N 01° 45' 00" E	100.00	100.00
178	178	179	S 89° 15' 00" W	100.00	100.00
179	179	180	N 01° 45' 00" E	100.00	100.00
180	180	181	S 89° 15' 00" W	100.00	100.00
181	181	182	N 01° 45' 00" E	100.00	100.00
182	182	183	S 89° 15' 00" W	100.00	100.00
183	183	184	N 01° 45' 00" E	100.00	100.00
184	184	185	S 89° 15' 00" W	100.00	100.00
185	185	186	N 01° 45' 00" E	100.00	100.00
186	186	187	S 89° 15' 00" W	100.00	100.00
187	18				

# EXHIBIT "B"

Line and curve table detail



TOWN OF BLUFFTON  
APPROVED

*[Signature]*

Town of Bluffton

NOV 14 2017

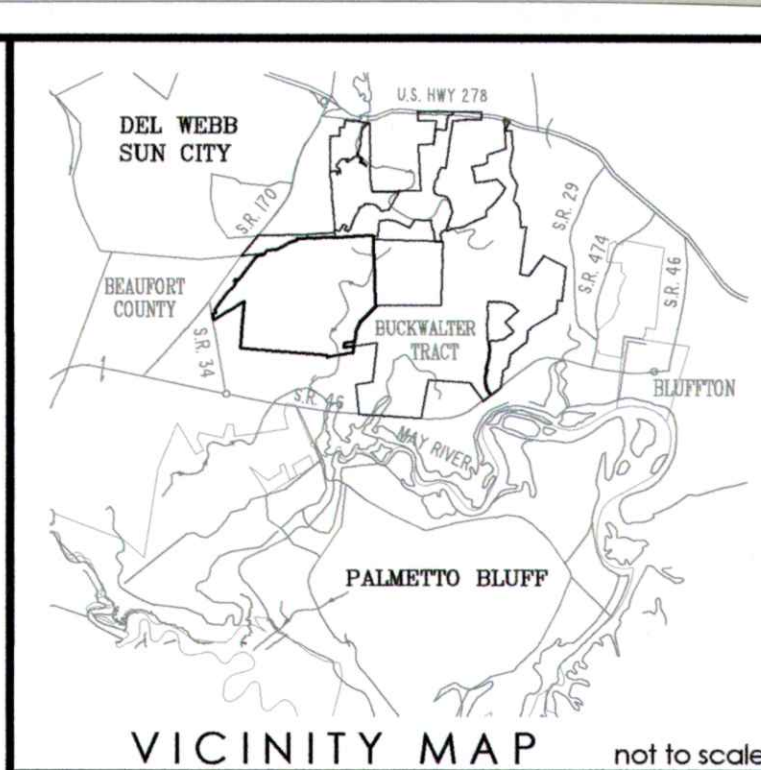
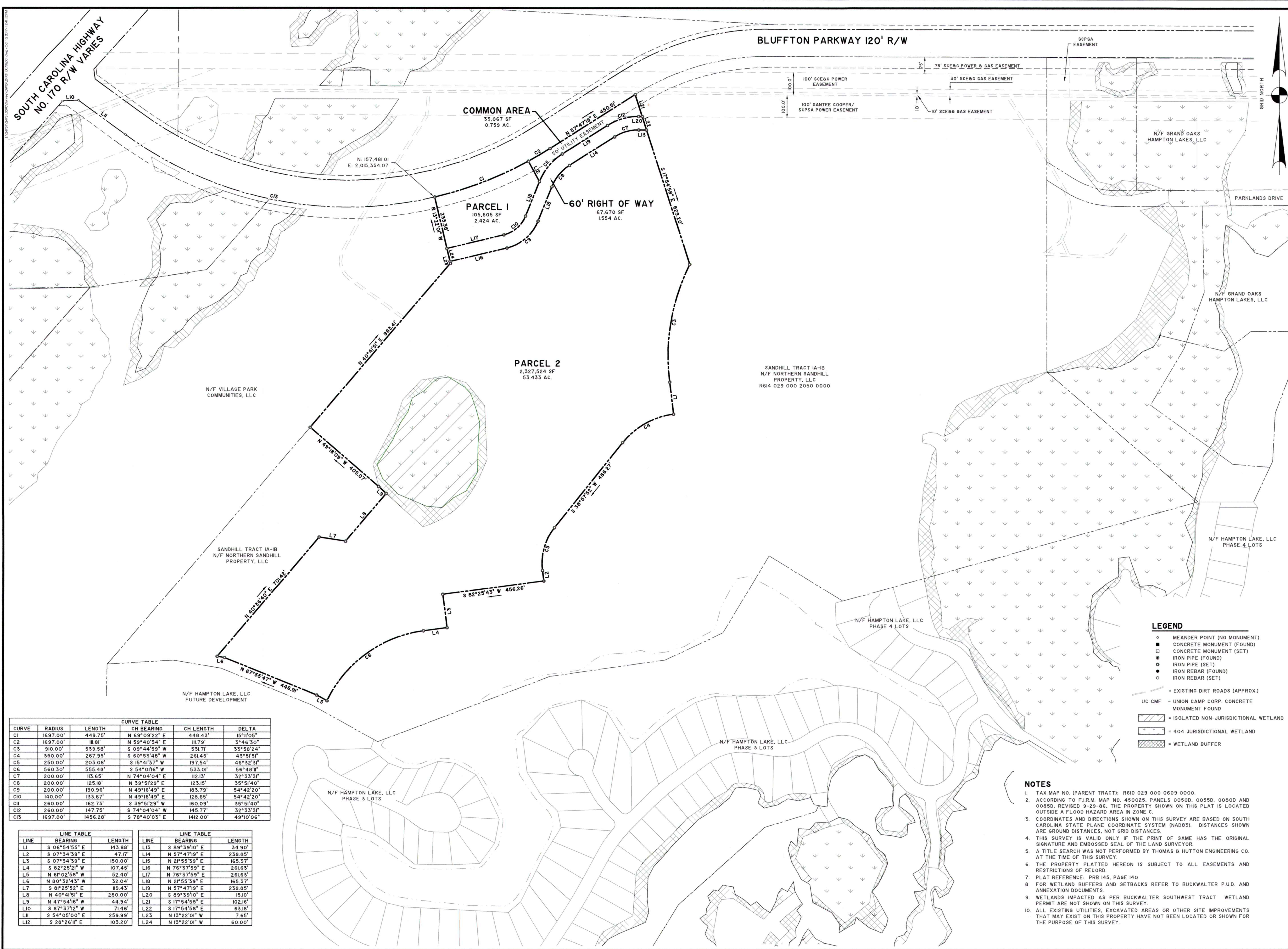
Planning & Growth Mgmt

CURVE	RADIUS	LENGTH	CURVE TABLE		
			CH BEARING	CH LENGTH	DELTA
C1	1697.00'	449.75'	N 59°05'22" E	448.43'	15°10'05"
C2	1697.00'	18.81'	N 59°40'34" E	18.79'	5°46'30"
C3	910.00'	539.58'	S 09°44'59" W	531.71'	33°58'24"
C4	350.00'	267.95'	S 60°53'48" W	261.45'	43°51'51"
C5	250.00'	203.08'	S 15°41'37" W	197.54'	46°32'31"
C6	560.30'	555.48'	S 54°01'16" W	533.01'	56°48'11"
C7	200.00'	113.65'	N 74°04'04" E	112.13'	32°33'31"
C8	200.00'	125.18'	N 39°57'29" E	123.15'	35°56'40"
C9	200.00'	150.96'	N 49°16'49" E	148.79'	54°42'20"
C10	140.00'	133.67'	N 49°16'49" E	128.65'	54°42'20"
C11	260.00'	162.73'	S 39°57'29" W	160.09'	35°51'40"
C12	260.00'	147.75'	S 74°04'04" W	145.77'	52°33'31"
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'	49°10'06"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 06°54'55" E	143.88'
L2	S 07°34'39" E	47.17'
L3	S 07°34'39" E	150.00'
L4	S 82°25'21" W	107.45'
L5	N 61°02'58" W	52.40'
L6	N 60°32'43" W	32.04'
L7	S 87°25'52" E	119.43'
L8	N 40°41'51" E	280.00'
L9	N 47°54'16" W	44.94'
L10	S 87°37'12" W	71.46'
L11	S 54°05'00" E	259.99'
L12	S 28°26'11" E	103.20'

LINE TABLE		
LINE	BEARING	LENGTH
L13	S 89°39'10" E	34.90'
L14	N 57°47'19" E	238.85'
L15	N 21°55'39" E	165.37'
L16	N 76°37'59" E	261.63'
L17	N 76°57'59" E	261.63'
L18	N 21°55'39" E	165.37'
L19	N 57°47'19" E	238.85'
L20	S 89°39'10" E	15.10'
L21	S 17°54'58" E	102.16'
L22	S 17°54'58" E	63.18'
L23	N 13°22'01" W	7.65'
L24	N 13°22'01" W	60.00'





VICINITY MAP not to scale

This document and all reproducible copies of this document are the property of Thomas & Hutton. Reproduction of this document is not permitted without written consent of Thomas & Hutton unless this document becomes a matter of public record. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

RECORDING INFO	

ACREAGE SCHEDULE	
UPLANDS	53.962 AC.
WETLANDS	4.208 AC.
TOTALS	58.170 AC.

**SOUTH CAROLINA**  
THOMAS & HUTTON  
ENGINEERING  
CO.  
No. C00285

**SOUTH CAROLINA**  
PROFESSIONAL  
LAND SURVEYOR  
ROBERT K. MORGAN, III  
No. 26957

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

ROBERT K. MORGAN, III  
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 26957

SUBDIVISION PLAT

**SANDHILL TRACT  
1A-1A**

**A PORTION OF THE  
BUCKWALTER TRACT**

TOWN OF BLUFFTON,  
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for  
**INLAND CAPITAL MANAGEMENT, LLC**

No. Revision	By	Date

**THOMAS & HUTTON**  
Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way  
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com

200 0 200 400

1 INCH = 200 FEET

plat	drawn	reviewed	field	crew
10-19-17	LPO	RKM	OCT. 2017	BB

job 24731.0070 SHEET 1 OF 1

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	1697.00'	449.75'	N 59°03'22" E	446.43'
C2	1697.00'	111.81'	N 59°40'34" E	111.79'
C3	910.00'	539.58'	S 09°44'59" W	531.71'
C4	350.00'	267.95'	S 60°53'48" W	261.45'
C5	250.00'	203.08'	S 15°41'37" W	197.54'
C6	560.30'	555.48'	S 54°01'16" W	535.01'
C7	200.00'	113.65'	N 74°04'04" E	112.13'
C8	200.00'	125.18'	N 39°51'29" E	123.15'
C9	200.00'	190.96'	N 49°16'49" E	183.79'
C10	140.00'	133.67'	N 49°16'49" E	128.65'
C11	260.00'	162.73'	S 39°51'29" W	160.09'
C12	260.00'	147.75'	S 74°04'04" W	145.77'
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 06°54'55" E	143.88'	L13	S 89°39'10" E	34.90'
L2	S 07°34'39" E	47.17'	L14	N 57°47'19" E	238.65'
L3	S 07°34'39" E	150.00'	L15	N 21°55'39" E	165.37'
L4	S 82°25'21" W	107.45'	L16	N 76°37'59" E	261.63'
L5	N 61°02'59" W	52.40'	L17	N 76°37'59" E	261.63'
L6	N 60°52'43" W	32.04'	L18	N 21°55'39" E	165.37'
L7	S 81°25'52" E	119.43'	L19	N 57°47'19" E	238.65'
L8	N 40°41'51" E	280.00'	L20	S 89°39'10" E	15.10'
L9	N 47°54'16" W	44.94'	L21	S 17°54'58" E	102.16'
L10	S 87°37'12" W	71.46'	L22	S 17°54'58" E	63.18'
L11	S 54°05'00" E	259.99'	L23	N 13°22'01" W	7.65'
L12	S 28°26'11" E	103.20'	L24	N 13°22'01" W	60.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	1697.00'	449.75'	N 59°03'22" E	446.43'
C2	1697.00'	111.81'	N 59°40'34" E	111.79'
C3	910.00'	539.58'	S 09°44'59" W	531.71'
C4	350.00'	267.95'	S 60°53'48" W	261.45'
C5	250.00'	203.08'	S 15°41'37" W	197.54'
C6	560.30'	555.48'	S 54°01'16" W	535.01'
C7	200.00'	113.65'	N 74°04'04" E	112.13'
C8	200.00'	125.18'	N 39°51'29" E	123.15'
C9	200.00'	190.96'	N 49°16'49" E	183.79'
C10	140.00'	133.67'	N 49°16'49" E	128.65'
C11	260.00'	162.73'	S 39°51'29" W	160.09'
C12	260.00'	147.75'	S 74°04'04" W	145.77'
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	1697.00'	449.75'	N 59°03'22" E	446.43'
C2	1697.00'	111.81'	N 59°40'34" E	111.79'
C3	910.00'	539.58'	S 09°44'59" W	531.71'
C4	350.00'	267.95'	S 60°53'48" W	261.45'
C5	250.00'	203.08'	S 15°41'37" W	197.54'
C6	560.30'	555.48'	S 54°01'16" W	535.01'
C7	200.00'	113.65'	N 74°04'04" E	112.13'
C8	200.00'	125.18'	N 39°51'29" E	123.15'
C9	200.00'	190.96'	N 49°16'49" E	183.79'
C10	140.00'	133.67'	N 49°16'49" E	128.65'
C11	260.00'	162.73'	S 39°51'29" W	160.09'
C12	260.00'	147.75'	S 74°04'04" W	145.77'
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	1697.00'	449.75'	N 59°03'22" E	446.43'
C2	1697.00'	111.81'	N 59°40'34" E	111.79'
C3	910.00'	539.58'	S 09°44'59" W	531.71'
C4	350.00'	267.95'	S 60°53'48" W	261.45'
C5	250.00'	203.08'	S 15°41'37" W	197.54'
C6	560.30'	555.48'	S 54°01'16" W	535.01'
C7	200.00'	113.65'	N 74°04'04" E	112.13'
C8	200.00'	125.18'	N 39°51'29" E	123.15'
C9	200.00'	190.96'	N 49°16'49" E	183.79'
C10	140.00'	133.67'	N 49°16'49" E	128.65'
C11	260.00'	162.73'	S 39°51'29" W	160.09'
C12	260.00'	147.75'	S 74°04'04" W	145.77'
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	1697.00'	449.75'	N 59°03'22" E	446.43'
C2	1697.00'	111.81'	N 59°40'34" E	111.79'
C3	910.00'	539.58'	S 09°44'59" W	531.71'
C4	350.00'	267.95'	S 60°53'48" W	261.45'
C5	250.00'	203.08'	S 15°41'37" W	197.54'
C6	560.30'	555.48'	S 54°01'16" W	535.01'
C7	200.00'	113.65'	N 74°04'04" E	112.13'
C8	200.00'	125.18'	N 39°51'29" E	123.15'
C9	200.00'	190.96'	N 49°16'49" E	183.79'
C10	140.00'	133.67'	N 49°16'49" E	128.65'
C11	260.00'	162.73'	S 39°51'29" W	160.09'
C12	260.00'	147.75'	S 74°04'04" W	145.77'
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	1697.00'	449.75'	N 59°03'22" E	446.43'
C2	1697.00'	111.81'	N 59°40'34" E	111.79'
C3	910.00'	539.58'	S 09°44'59" W	531.71'
C4	350.00'	267.95'	S 60°53'48" W	261.45'
C5	250.00'	203.08'	S 15°41'37" W	197.54'
C6	560.30'	555.48'	S 54°01'16" W	535.01'
C7	200.00'	113.65'	N 74°04'04" E	112.13'
C8	200.00'	125.18'	N 39°51'29" E	123.15'
C9	200.00'	190.96'	N 49°16'49" E	183.79'
C10	140.00'	133.67'	N 49°16'49" E	128.65'
C11	260.00'	162.73'	S 39°51'29" W	160.09'
C12	260.00'	147.75'	S 74°04'04" W	145.77'
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	1697.00'	449.75'	N 59°03'22" E	446.43'
C2	1697.00'	111.81'	N 59°40'34" E	111.79'
C3	910.00'	539.58'	S 09°44'59" W	531.71'
C4	350.00'	267.95'	S 60°53'48" W	261.45'
C5	250.00'	203.08'	S 15°41'37" W	197.54'
C6	560.30'	555.48'	S 54°01'16" W	535.01'
C7	200.00'	113.65'	N 74°04'04" E	112.13'
C8	200.00'	125.18'	N 39°51'29" E	123.15'
C9	200.00'	190.96'	N 49°16'49" E	183.79'
C10	140.00'	133.67'	N 49°16'49" E	128.65'
C11	260.00'	162.73'	S 39°51'29" W	160.09'
C12	260.00'	147.75'	S 74°04'04" W	145.77'
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	1697.00'	449.75'	N 59°03'22" E	446.43'
C2	1697.00'	111.81'	N 59°40'34" E	111.79'
C3	910.00'	539.58'	S 09°44'59" W	531.71'
C4	350.00'	267.95'	S 60°53'48" W	261.45'
C5	250.00'	203.08'	S 15°41'37" W	197.54'
C6	560.30'	555.48'	S 54°01'16" W	535.01'
C7	200.00'	113.65'	N 74°04'04" E	112.13'
C8	200.00'	125.18'	N 39°51'29" E	123.15'
C9	200.00'	190.96'	N 49°16'49" E	183.79'
C10	140.00'	133.67'	N 49°16'49" E	128.65'
C11	260.00'	162.73'	S 39°51'29" W	160.09'
C12	260.00'	147.75'	S 74°04'04" W	145.77'
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	1697.00'	449.75'	N 59°03'22" E	446.43'
C2	1697.00'	111.81'	N 59°40'34" E	111.79'
C3	910.00'	539.58'	S 09°44'59" W	531.71'
C4	350.00'	267.95'	S 60°53'48" W	261.45'
C5	250.00'	203.08'	S 15°41'37" W	197.54'
C6	560.30'	555.48'	S 54°01'16" W	535.01'
C7	200.00'	113.65'	N 74°04'04" E	112.13'
C8	200.00'	125.18'	N 39°51'29" E	123.15'
C9	200.00'	190.96'	N 49°16'49" E	183.79'
C10	140.00'	133.67'	N 49°16'49" E	128.65'
C11	260.00'	162.73'	S 39°51'29" W	160.09'
C12	260.00'	147.75'	S 74°04'04" W	145.77'
C13	1697.00'	1456.28'	S 78°40'03" E	1412.00'

- NOTES**
- TAX MAP NO. (PARENT TRACT): R610 029 000 0609 0000.
  - ACCORDING TO F.I.R.M. MAP NO. 450025, PANELS 0050D, 0055D, 0080D AND 0085D, REVISED 9-29-86, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED OUTSIDE A FLOOD HAZARD AREA IN ZONE C.
  - COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
  - THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
  - A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
  - THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
  - PLAT REFERENCE: PRB 145, PAGE 140.
  - FOR WETLAND BUFFERS AND SETBACKS REFER TO BUCKWALTER P.U.D. AND ANNEXATION DOCUMENTS.
  - WETLANDS IMPACTED AS PER BUCKWALTER SOUTHWEST TRACT WETLAND PERMIT ARE NOT SHOWN ON THIS SURVEY.
  - ALL EXISTING UTILITIES, EXCAVATED AREAS OR OTHER SITE IMPROVEMENTS THAT MAY EXIST ON THIS PROPERTY HAVE NOT BEEN LOCATED OR SHOWN FOR THE PURPOSE OF THIS SURVEY.

**LEGEND**

- MEANDER POINT (NO MONUMENT)
- CONCRETE MONUMENT (FOUND)
- CONCRETE MONUMENT (SET)
- IRON PIPE (FOUND)
- IRON PIPE (SET)
- IRON REBAR (FOUND)
- IRON REBAR (SET)
- EXISTING DIRT ROADS (APPROX.)
- UC CMF = UNION CAMP CORP. CONCRETE MONUMENT FOUND
- ISOLATED NON-JURISDICTIONAL WETLAND
- 404 JURISDICTIONAL WETLAND
- WETLAND BUFFER



PRELIMINARY  
CONCEPTUAL MASTER PLAN

FOR

# SANDHILL TRACT PASSIVE PARK

BLUFFTON, SOUTH CAROLINA

PREPARED FOR:  
OPEN VISTA HOLDINGS, LLC





PRELIMINARY  
CONCEPTUAL MASTER PLAN

FOR

# SANDHILL TRACT ACTIVE PARK

BLUFFTON, SOUTH CAROLINA

PREPARED FOR:  
OPEN VISTA HOLDINGS, LLC





# HAMPTON LAKE PARK

BASELINE DOCUMENTATION  
NORTH AMERICAN LAND TRUST

Bluffton County, South Carolina



### **Purposes of Baseline Documentation as Defined by the Land Trust Alliance**

1. Records both the important conservation values and the current conditions of the property.
2. Serves to support qualification for tax benefits and substantiating overall public benefit by describing why the property is being conserved and documenting current conditions.
3. Operates as evidence in future litigation, if it meets court-specific rules for admissibility, and provides a foundation for future monitoring and enforcement activities.
4. Enables land trust staff to identify worthwhile projects, to retain institutional knowledge and to communicate with landowners about stewardship responsibilities.

### **Treasury Regulations 26 C.F.R. § 1.170A-14(g)(5)(i)**

#### ***(5) Protection of conservation purpose where taxpayer reserves certain rights—***

**(i) Documentation.** In the case of a donation made after February 13, 1986, of any qualified real property interest when the donor reserves rights the exercise of which may impair the conservation interests associated with the property, for a deduction to be allowable under this section the donor must make available to the donee, prior to the time the donation is made, documentation sufficient to establish the condition of the property at the time of the gift. Such documentation is designed to protect the conservation interests associated with the property, which although protected in perpetuity by the easement, could be adversely affected by the exercise of the reserved rights. Such documentation may include:

- (A)** The appropriate survey maps from the United States Geological Survey, showing the property line and other contiguous or nearby protected areas;
- (B)** A map of the area drawn to scale showing all existing man-made improvements or incursions (such as roads, buildings, fences, or gravel pits), vegetation and identification of flora and fauna (including, for example, rare species locations, animal breeding and roosting areas, and migration routes), land use history (including present uses and recent past disturbances), and distinct natural features (such as large trees and aquatic areas);
- (C)** An aerial photograph of the property at an appropriate scale taken as close as possible to the date the donation is made; and
- (D)** On-site photographs taken at appropriate locations on the property. If the terms of the donation contain restrictions with regard to a particular natural resource to be protected, such as water quality or air quality, the condition of the resource at or near the time of the gift must be established. The documentation, including the maps and photographs, must be accompanied by a statement signed by the donor and a representative of the donee clearly referencing the documentation and in substance saying "This natural resources inventory is an accurate representation of [the protected property] at the time of the transfer."



# ~Hampton Lake Park Conservation Area~

Beaufort County,  
South Carolina

## ~Table of Contents~

### A. Acknowledgements

- Baseline Documentation Acknowledgment

### B. Baseline Documentation Overview

- I. Donor Information
- II. Introduction
- III. Conservation Purposes
- IV. Conservation Values
- V. Summary of Reserved Rights
- VI. Monitoring Policy
- VII. Mission Statement

### C. North American Land Trust IRS Information

### D. North American Land Trust Board Resolution & Minutes

### E. Recorded Conservation Easement and Declaration of Restrictions & Covenants

### F. Existing Conditions Report

### G. Photographic Documentation

### H. Supportive Mapping

1. Location Map
2. Base Map
3. Aerial Photograph 2016
4. Aerial Photograph 2017
5. Conservation Easement Plan



A. Acknowledgments
--------------------



~Baseline Documentation Acknowledgment~

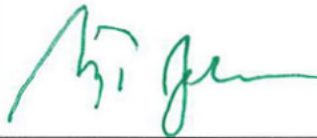
**Property:** Hampton Lake Park Conservation Area

**Location:** Beaufort County, South Carolina

Sandlapper Hill, LLC ("Owner") has made available to North American Land Trust ("Holder"), prior to the time the donation of the Conservation Easement was made, this Baseline Documentation which is sufficient to establish the condition of the Conservation Area at the time of the gift. This Baseline Documentation is designed to protect the conservation interests associated with the Conservation Area, which although protected in perpetuity by the Conservation Easement, could be adversely affected by the exercise of the reserved rights. This natural resources inventory is an accurate representation of the Conservation Area at the time of the transfer of the Conservation Easement to Holder.

**NORTH AMERICAN LAND TRUST (NALT):**

**Signature:**



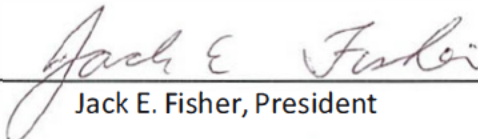
Stephen Thor Johnson, NALT President

**Date:**

December 29, 2017

**SANDLAPPER HILL, LLC:**

**Signature:**



Jack E. Fisher, President

**Date:**

12/29/17



B. Baseline Documentation Overview
------------------------------------





NORTH AMERICAN LAND TRUST  
Conservation Easement  
Baseline Documentation

~Hampton Lake Park  
Conservation Area~

Beaufort County,  
South Carolina

~Baseline Documentation Overview~

**I. Donor Information**

Sandlapper Hill, LLC  
3424 Peachtree Road NE STE 1550  
Atlanta, GA 30326

**II. Introduction**

The following Baseline Documentation describes the Conservation Values and physical condition of the Hampton Lake Park Conservation Area located in Beaufort County, South Carolina. The Hampton Lake Park Conservation Area is comprised of approximately 53.433± acres.

Hampton Lake Park is located on the western edge of Bluffton, South Carolina off Bluffton Parkway, near its intersection with Okatie Highway (SC Rt. 170) adjacent to Hampton Lake Community. Sandlapper Hill, LLC wishes to provide this parcel to the Town of Bluffton for permanent open space and a mix of active and passive recreational uses. The Town Council is supportive of taking ownership and is working toward official acceptance of this gift.

Please reference the Existing Condition Report, Photographic Documentation, and Supportive Mapping sections of this Baseline Documentation which further describe the Conservation Values of the Hampton Lake Park Conservation Area.

### **III. Conservation Purposes**

The Internal Revenue Code Section 26 U.S.C. § 170 (h)(4)(a) has established specific ‘Conservation Purposes’ that, if perpetually protected through the donation of a Conservation Easement, could render the donor eligible for a charitable contribution. In particular, the Hampton Lake Park Conservation Area satisfies two **(2)** Conservation Purposes:

- 1. Preservation of the Conservation Area for outdoor recreation by, or the education of, the general public.*
- 2. Preservation of the Conservation Area as open space which, if preserved, will advance a clearly delineated Federal, State or local governmental conservation policy and will yield a significant public benefit*

### **IV. Conservation Values**

The following ‘Conservation Values’ document the ecological and environmental significance of the Hampton Lake Park Conservation Area. Please reference the Existing Conditions Report, Photographic Documentation, and Supportive Mapping sections of the Baseline Document that examine the Conservation Values of the Conservation Area in greater detail.

- The Conservation Area provides resources and access for use by the general public in passive outdoor recreation (e.g., walking and nature observation) and has the potential for expansion of both passive and active recreation resources and improvements.

The following government conservation policies are supported by the grant of this Conservation Easement and the Conservation Values described above achieve a significant public benefit towards the fulfillment of these conservation policies:

- The Town of Bluffton’s Comprehensive Plan, Chapter 7 cites, preserving open space, and public access as criteria in the section for Town Property and Acquisitions. The conservation and subsequent gifting to the town provides the public a benefit of open space to recreate while also saving the town needed funds (Town of Bluffton 2017, p. 7-5).

- The Town of Bluffton's Comprehensive Plan, Chapter 7 section 7 states, "Bluffton and Southern Beaufort County's active and passive parks and recreation facilities are an important component of the region's quality of life" and "they are also an important component of the region's economy." The plan goes to describe that "940 acres of park land are needed to accommodate southern Beaufort County's build out population of 134,842. The participating local governments (Bluffton, Hilton Head Island, and Beaufort County) currently own approximately 431 undeveloped acres of land that can be used for future parks. This figure leaves southern Beaufort County with a shortfall of approximately 509 acres, estimated to cost \$17,822,000. According to the plan, the future park land need is entirely within the Greater Bluffton Area (Town of Bluffton 2017, p. 7-7)." Conservation of this Conservation Area will help to achieve Bluffton's and Beaufort County's mission to accommodate their residents with much needed open space and recreation land, while eliminating the need for these entities to pay for the land acquisition.
- The Southern Beaufort County Regional Plan states "Southern Beaufort County's rapid rate of growth is projected to cost the region over \$66 million dollars in the next 15 to 20 years to maintain an acceptable level of service for park land and facilities. Existing dedicated revenue sources projected for this time period only account for approximately \$21 million dollars leaving a \$45 million dollar funding gap (Beaufort County 2017, p. 63)." Conservation of this Conservation Area will help to achieve the County's mission to accommodate their residents with much needed open space and recreation land, while helping to address the problem of the funding gap.
- The Southern Beaufort County Regional Plan states "the availability of additional land to accommodate future park needs is of immediate concern. Although all three Participating Local Governments have been proactive in acquiring land for parks through fee simple purchases or from dedications negotiated from private developments, an additional 525 acres is needed primarily in the Bluffton area. As the region continues to grow, the availability of land for future parks becomes scarcer and more expensive to acquire giving immediacy to this issue (Beaufort County 2017, p. 63)." The conservation of the Conservation Area for public recreation use will help to address the problem of land scarcity for public recreations and open space, which Bluffton and the County recognize as an obstacle in providing their residents with adequate public open space and parkland.
- The Beaufort County Comprehensive Plan states "In northern Beaufort County and in the greater Bluffton Area, 180 additional acres of park land needs to be acquired to serve future demand for park land (Beaufort County 2010, p. 11-21)." The conservation of the Conservation Area for public recreation use will

help to address the problem of land acquisition for public park lands while saving valuable funds for the municipalities involved.

- The Beaufort County Comprehensive Plan states “Beaufort County should develop additional regional, community, and neighborhood parks to meet current and future recreation needs and to serve different geographic areas (Beaufort County 2010, p. 11-26).” The conservation of the Conservation Area for public recreation use will help to achieve this goal while preserving valuable funds for the County.

## **V. Summary of Reserved Rights**

The Reserved Rights that have been allowed in the Conservation Easement have been carefully reviewed for consistency with the Conservation Purposes and the protection of the Conservation Values. Approval of the Reserved Rights by NALT must be conducted under the notice and review procedure set forth in the Conservation Easement, which assures that NALT may reject any exercise of the Reserved Rights that fails to protect the Conservation Purposes and the Conservation Values. A summary of certain Reserved Rights is specifically addressed below:

- Roads and Driveways. These are strictly controlled by Holder and must be reviewed and approved subject to the obligation of the Owner to protect the Conservation Purposes and the Conservation Values.
- Alternative Energy Structures. It is important to address issues of climate change that alternative energy structures be permitted on conserved properties, subject to review and limitations. The Conservation Easement requires that any such structures serve only permitted uses in the Conservation Area, are pre-approved by Holder.
- Trails. Trails of various sorts are needed for the proper management and permitted use of the Conservation Area. Accordingly, trails are permitted, but only subject to limitations that will serve to protect the Conservation Purposes and the Conservation Values.
- Water Courses There shall be no dredging, channelizing or other manipulation of natural water course or of any other water course existing within the Conservation Area except that manmade drainage swales, ditches or storm water management facilities may be dredged or otherwise altered for maintenance purposes or to maintain its function for its intended purpose.
- Utility Installations. Utilities are necessary for any property to function. However, they are restricted to those necessary to service the permitted uses and the Conservation Easement imposes certain other limitations designed to protect the Conservation Purposes and the Conservation Values, including Holder approval.



- Tree Cutting and Forest Management. Tree harvesting is appropriately limited. Primarily, there are areas where the Conservation Easement prohibits or restricts harvesting and all forestry activity must be done only in accordance with a Forest Management Plan, which must meet the professional standards set forth in the Conservation Easement, as well as Best Management Practices. Failure to do so is an enforceable violation of the Conservation Easement.
- Vegetation Management. Owner shall cut and remove tree species, shrubs and grasses, including within the Wetland and Riparian Protection Area, only in conformance with a plan a “Vegetation Management Plan” approved by Holder. The purpose of the Vegetation Management Plan shall be to perpetually promote the fulfillment of the Conservation Purposes and protection of the Conservation Values including habitat for avian species and native grasses. The Vegetation Management Plan must address issues and provide information as Holder requests.

## **VI. Monitoring Policy**

Monitoring of a particular property is generally performed by a NALT staff member. The ways in which a staff monitoring representative may successfully complete the annual monitoring includes:

- physically visiting the Conservation Area
- remote sensing/ aerial imagery
- low altitude aerial reconnaissance
- occasionally uses outside consultants

Prior to monitoring the Conservation Area the monitoring representative conducts the following:

- emails and/or telephones with the landowner, property manager and/or the persons residing on the property and invite them to participate
- reviews the baseline documentation
- reviews prior monitoring reports and other project specific background information
- reviews latest publically available aerial imagery

Monitoring representatives examine the property by air with a low altitude fly-over, with aerial/satellite imagery, or onsite with vehicle and/or by foot. On-site monitoring will be performed at least once in a 3-year period.

If onsite:

- take notes and preferably geo-referenced photographs
- preferably record GPS track of route taken for the current year
- identify and record any changes or improvements to the property
- identify and record any observed compliance issues specific to the terms of the Conservation Easement

If by flight:

- take notes and photographs
- identify and record any observed changes or improvements to the property
- identify and record any observed compliance issues specific to the terms of the Conservation Easement
- upon return to office, diligently review the photographs taken during flight to identify and record any changes, improvements or possible compliance issues

If imagery used:

- obtain the most recent imagery available for the current year
- review imagery diligently
- identify and record any changes, improvements or possible compliance issues

Monitoring representatives document observations in the standard Monitoring Template, attaching photographic documentation, GPS track of route, and any necessary imagery, and sends the report to designated NALT employee within a month of completion of the monitoring visit.

Following the monitoring visit, the monitor:

- communicates any issues observed to the Stewardship Director who evaluates the stewardship concern and decides what, if any additional action is required
- review state/county/local tax parcel ownership information database to confirm ownership of parcel(s) monitored (example - most municipalities have GIS map/webpage with parcel & ownership information, some only have a searchable parcel and ownership database)
- documents and compiles the results of the visit on the NALT Monitoring Report template
- verifies information in the written report and checks for quality control
- sends NALT Monitoring Report in PDF format via email or hard copy by mail to all clients, landowners and/or 3rd party holders or funders (if required)

## **VII. Mission Statement**

*The Mission of North American Land Trust is to promote long-term stewardship of our natural and cultural heritage by implementing successful private land conservation projects and promoting innovative land conservation techniques.*

The protection of Hampton Lake Park with a Conservation Easement is consistent with mission statement of North American Land Trust and furthers the conservation goals of the organization and the landowner. By working directly with the private landowner to conserve Hampton Lake Park, significant public benefit was achieved and documented by NALT's professional staff. Measurable public benefits include:

- The advancement of at least 2 clearly delineated State governmental conservation policies including the Southern Beaufort County Regional Plan and the Beaufort County Comprehensive Plan.
- A permanent passive and active recreational resource for regular and substantial use by and for the general public.



C. NALT IRS Information





### ***Important Tax Information Regarding North American Land Trust***

The following information is attached regarding NALT's current status:

#### **Internal Revenue Service – Charitable Status**

The IRS notified NALT that it had granted it permanent status on June 25, 1997 as a publicly supported 501 (c) (3) organization as described in section 509 (a) (1) and 170 (b) (1) (A) (vi). The notification is attached to this memorandum. Tax returns (IRS form 990) have been filed annually and are available upon request.

#### **Internal Revenue Service – Employer Identification Number**

NALT was assigned an Employer Identification Number on August 28, 1992 (Notification # CP 575 E).

The EIN that was assigned is: **23-2698266**

A copy of the notification is attached to this memorandum.

#### **Commonwealth of Pennsylvania – Bureau of Charitable Organizations**

NALT is registered with the Bureau of Charitable Organizations and has submitted annual reports by the required deadlines.

The registration number is: **0014473**

#### **Auditor's Report**

NALT has an annual audit that is performed by the following firm:

O'Connell & Company  
Certified Public Accountants  
Suite 213  
One Washington Square  
8101 Washington Lane, Ste 213  
Wyncote, PA 19095

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

Employer Identification Number:

23-2698266

DLN:

17053088920007

Contact Person:

D. A. DOWNING

Contact Telephone Number:

(513) 241-5199

Our Letter Dated:

November 1992

Addendum Applies:

No

NORTH AMERICAN LAND TRUST  
C/O ANDREW JOHNSON  
PO BOX 134  
CHADDS FORD, PA 19317-0134

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. For guidance in determining whether your gross receipts are "normally" more than \$25,000, see the instructions for Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.


Letter 1050 (DO/CG)

NORTH AMERICAN LAND TRUST

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in dark ink, appearing to be "H. L. H.", written over a horizontal line.

District Director

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255

DATE OF THIS NOTICE: 09-28-92  
NUMBER OF THIS NOTICE: CP 575 E  
EMPLOYER IDENTIFICATION NUMBER: 23-2698266  
FORM: SS-4 TAX PERIOD: N/A  
2820722445 0

NORTH AMERICAN LAND TRUST  
X GAIL CUMMINGS LEVAN  
3800 CENTRE SQUARE WEST  
PHILADELPHIA PA 191022186

FOR ASSISTANCE PLEASE  
WRITE TO US AT:

INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255

BE SURE TO ATTACH THE  
BOTTOM PART OF NOTICE

OR YOU MAY CALL US AT:

574-9900 LOCAL PHIL.  
1-800-829-1040 OTHER PA

#### NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). The number assigned to you is shown above. It will be used to identify your business account, tax returns and documents, even if you don't have employees.

1. Keep a copy of the number in your permanent records.
2. Use your name and the number exactly as shown above on all Federal tax forms.
3. Use the number on all tax payments and tax-related correspondence or documents.

Using a variation of your name or number may result in delays or errors in posting payments to your account. It also could result in the assignment of more than one Employer Identification Number.

We have established the filing requirements and tax period shown above for your account based upon the information provided. If you need help to determine your required tax year, get publication 538, Accounting Periods and Methods, which is available at most IRS offices.

Assigning an Employer Identification Number does not grant tax-exempt status to nonprofit organizations. Any organization, other than a private foundation, having annual gross receipts normally of \$5,000 or less is exempt by statute if it meets Internal Revenue Code requirements. Such organizations are not required to file Form 1023, Application for Recognition of Exemption, or Form 990, Return of Organization Exempt from Income Tax.

However, if your organization wants to establish its exemption and receive a ruling or determination letter recognizing its exempt status, file Form 1023 with the Key District Director. For details on how to apply for the exemption, see Publication 557, Tax-Exempt Status for Your Organization.

Thank you for your cooperation.



# ***Commonwealth of Pennsylvania***



## ***Department of State Bureau of Corporations and Charitable Organizations***

### ***Certificate of Registration***

***No. 14473***

*This is to certify that North American Land Trust is registered as a Charitable Organization with the Department of State, Bureau of Corporations and Charitable Organizations under The Solicitation of Funds for Charitable Purposes Act, 10 P.S. § 162.1 et seq., and is authorized to solicit charitable contributions under the conditions and limitations set forth under the Act.*

***This certificate is not to be used as  
identification, nor does it  
constitute an endorsement.***

*Padua A. Contes*

---

***Secretary of the Commonwealth***

***EXPIRATION DATE & AUTOMATIC EXTENSION: 11/15/2017***



D. NALT Board Resolution and Minutes



### Secretary's Certificate of Vote

The undersigned Assistant Secretary of North American Land Trust (the "Corporation") certifies that the Board of Directors of the Corporation, at a meeting duly noticed and held on November 21, 2017, a quorum being present, voted unanimously as follows:

RESOLVED, that the Corporation shall accept the grant of a **Conservation Easement** from Sandlapper Hill, LLC on approximately 53.433± acres of land known as the Hampton Lakes Park Conservation Area located in Beaufort County, South Carolina.

FURTHER RESOLVED, that Stephen Thor Johnson, President, may execute the Conservation Easement in form approved by the President and take any and all other actions and execute any and all other documents as deemed necessary to effect the granting of the Conservation Easement and that any action so taken has been authorized by this vote.

A handwritten signature in dark ink, appearing to read "S. W. Carter", is written over a horizontal line.

Steven W. Carter  
Assistant Secretary  
November 21, 2017



E. Recorded Conservation Easement





~Hampton Lake Park

Conservation Area~

Beaufort County,  
South Carolina

~Recorded Conservation Easement and  
Declaration of Restrictions & Covenants~



F. Existing Conditions Report
-------------------------------

# HAMPTON LAKE PARK CONSERVATION AREA

EXISTING CONDITIONS REPORT  
Beaufort County, South Carolina



Waxy sedge (*Carex glaucescens*)

**Prepared For:**

North American Land Trust  
P.O. Box 467, Chadds Ford, PA 19317

**Prepared By:**

Williams Gandy, Biogeographer  
North American Land Trust  
North Carolina Field Office  
P.O. Box 83  
Boone, North Carolina  
828.284.9894  
[wgandy@nalt.org](mailto:wgandy@nalt.org)

---

December 2017

**DATE VISITED:** December 1<sup>st</sup>, 2017

**PERSONNEL:** Williams Gandy – NALT Biogeographer

**COUNTY:** Beaufort

**STATE:** South Carolina

**CONSERVATION AREA SIZE:** 53.433 ± acres

**LOCATION:** Approximate Conservation Area center: -80.948882, 32.263348

**UNITED STATES ECOREGION:** Conservation Area is located in (63h) Carolina Flatwoods

**WATERSHED:** Calibogue Sound (HUC 10 – 0306011003)

**USGS QUAD:** Jasper (32080-C8)

### **GENERAL DESCRIPTION**

The Hampton Lake Park Conservation Area is a 53.433 acre parcel located in Bluffton, South Carolina. The property is located off the Bluffton Parkway eastbound lane, approximately 8/10ths of a mile east of the intersection with SC-170E, adjacent to Hampton Lake Community. The approximate center of the property is located at -80.948882, 32.263348.

The Town of Bluffton is preparing to assume ownership of the Conservation Area subsequent to the conservation easement donation, and is committed to managing the property for active and passive public recreational opportunities pursuant to the terms and conditions of the Hampton Lake Park conservation easement. The current landowner wishes to ensure that the Hampton Lake Park property remains permanently available for outdoor recreation and thus is donating the conservation easement to NALT before transferring the property to the Town to prevent its conversion to a different future use.

The Hampton Lakes Park master plan is actively in progress and envisions a roughly 60/40 ratio of passive to active recreation. Passive recreation will include walking, hiking, biking, bird watching and nature observation. Active recreation may include disc golf, bicycling trails, and multi-purpose playing fields for soccer, lacrosse, basketball, baseball, and pickle ball, and possibly tennis. Related Active Park amenities such as covered pavilions, restrooms, concession stands, and parking are also planned.



At the time of this baseline documentation, the property was undergoing an extensive regrading effort to prepare it for passive recreation before the Town of Bluffton completes a Park Management Plan with improvements for active recreation. The majority of the property was recently utilized as a soils staging area during construction of the adjacent residential communities. The Town of Bluffton has requested the property to be improved to rough grade, acknowledging the possibility of further regrading as active recreational use is developed. The Conservation Area will be seeded with an erosion control mix and a walking trail will be installed after grading is completed in December of 2017.

The property surrounding the Conservation Area is comprised of high-density single-family homes either already built or in the process of being developed. It is highly likely that this open space for the public will quickly become an asset for the immediate community of Hampton Lake, as well as the greater public in Bluffton and Beaufort County. Indeed, public open space, or the need for more, was certainly on the minds of the authors and participants behind not only the Town of Bluffton's Comprehensive Plan, but also the Southern Beaufort County Regional Plan and the Beaufort County Comprehensive Plan. All three documents describe the burgeoning population growth rate in their planning regions, and the need to provide those new people with public open space, and the limitations of available lands and funds for these essential public facilities. Private charitable donations like the Hampton Lake Park Conservation Area provide an important public benefit and lend a helping hand to financially strapped municipalities that are committed to providing for the public they serve.

The nearest municipal park is the Buckwalter Regional Park, 3 miles to the east of Hampton Lake Park. Bluffton officials are very intent on securing additional parkland before the community is built out. The population growth and attendant sprawl is significant, as evidenced by [this article](#) in the Island Packet (June 2, 2017): *"The town has emerged as one of the state's fastest growing municipalities, according to recently released data from the U.S. Census Bureau. The town added nearly 2,000 residents last year, bringing the total population to 18,897, the data said."*



A "Passive Park" plan representing the approximate and expected landscape of the Conservation Area before transfer to Beaufort County.



A proposed “Active Park” plan representing potential improvements and park amenities situated in the eastern half of the property. Terms and conditions specific to the creation of the Active Park improvements and park amenities are listed in Section 4.1 Active Recreation in the Hampton Lake Park Conservation Easement.

# Williams Gandy

## Biogeographer

---

### Williams Gandy

151 Sheridan Avenue  
Boone, NC

(828) 284-9894  
williamsgandy@nalt.org

---

## Experience

---

### North American Land Trust / Biogeographer

2012 - Present

Build, administrate and serve out NALT geodatabases, provide staff support for GPS and GIS, cartographic output, CADD/GIS compatibility, botanical inventory, plant community descriptions & mapping, biological and conservation value assessment for potential easement acquisition.

### City of Winston-Salem Division of Stormwater/ Stormwater/Engineering Technician

2010 - 2012

GIS building and maintenance, environmental GIS modeling, GPS sampling, stormwater BMP inspection, illicit discharge stream tracking, field mapping, GIS method development, field water quality and quantity data collection

### The Response Group/British Petroleum / GIS Situation Analyst

May - July 2010

Provide mapping and GIS analysis and data management support for area and forward operating command posts in response to the BP Deepwater Horizon oil spill.

### Frontline Conservation Real Estate/MineShine/ GIS Technician/Cartographer

August 2008

Produce map layouts for conservation real estate using tax map data, DEMs, and remotely sensed images, assemble GIS for demographic mapping across the southeastern United States.

### Lower San Pedro Restoration Monitoring Program/ Field Research Team Leader

December 2008

Woody vegetation sampling, geomorphic surveying, ground and surface water monitoring, GIS data processing and display for Nature Conservancy lands.



## Education

---

### Appalachian State University / M.A. Geography

August 2009: Boone, NC

Master's Thesis: Groundwater Yield Modeling in the Fractured Bedrock Aquifers of the Blue Ridge Physiographic Province, Watauga County, North Carolina

### Appalachian State University / B.S. Geography

2006: Boone, North Carolina

### Appalachian State University / B.S. Community & Regional Planning

2006: Boone, North Carolina

## Skills Knowledge Abilities

- 
- GIS software (ArcInfo, ERDAS Imagine, GeoMedia, Whitebox GAT, SAGA), geo-database management, administration, environmental and watershed modeling
  - GPS sampling: Trimble Yuma, Trimble Geo XT, XH with ArcPad (incl. differential correction), Garmin units
  - Cartography, satellite imagery and aerial photography interpretation, utilization, vegetation indices, image geo-rectification
  - Mapping and GIS data management for disaster response
  - TOPCON Total Station Survey equipment (pulse station, handheld unit, post-processing)
  - Botanical inventorying, geomorphologic assessment, soils, geology
  - Stream flow gaging and groundwater level monitoring, hydrologic/hydraulic computations
  - Water quality sampling (grabs, ISCO 6712 Portable Sampler, YSI 556 Multi-Probe Sensor)
  - Stormwater BMP inspection, citation, reporting, and consultation, erosion control
  - Statistical modeling and methods (SPSS, PSPP)
  - Graphic display and data processing in Microsoft Office Suite and Corel products



G. Photographic Documentation



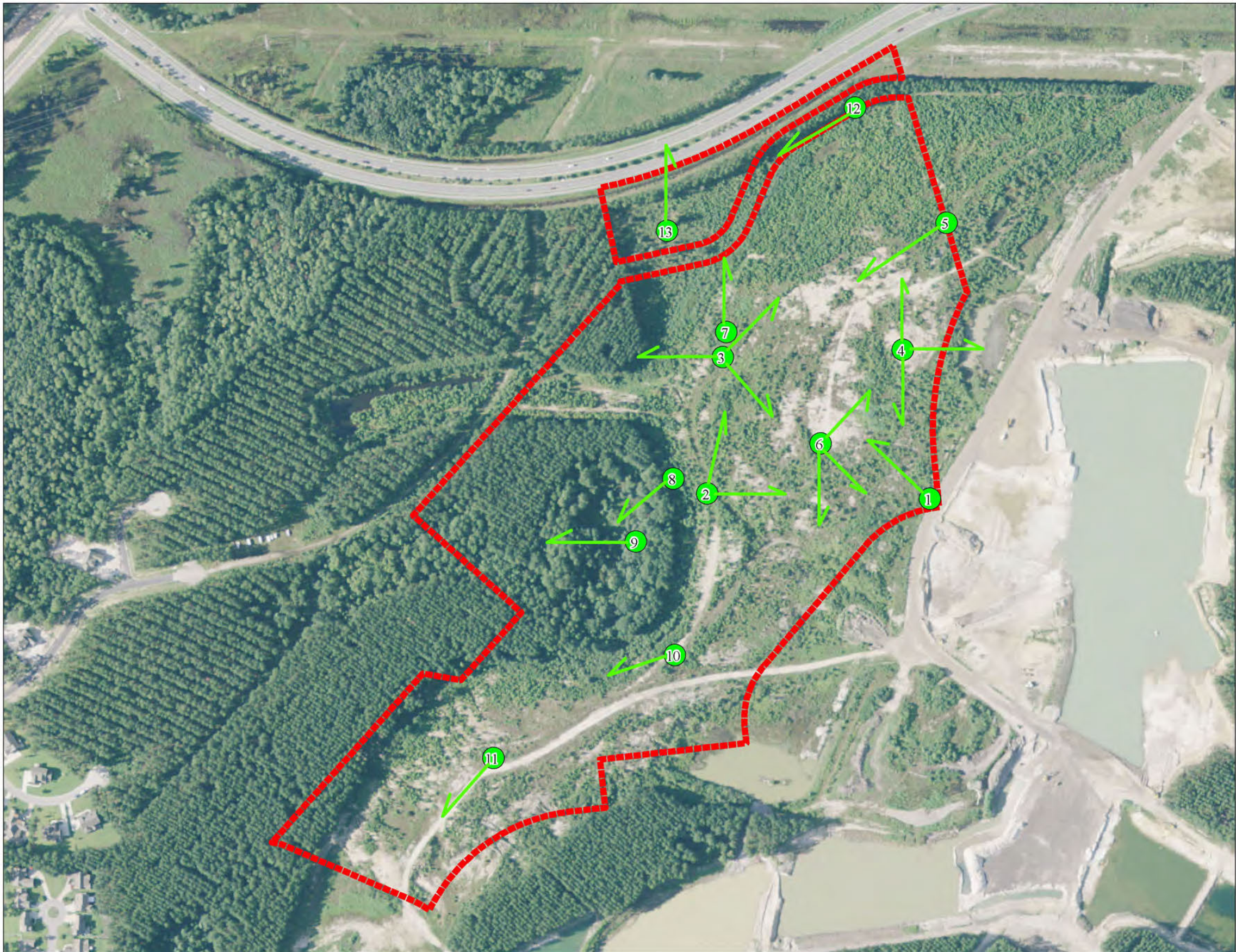
~Hampton Lake Park  
Conservation Area~

Beaufort County,  
South Carolina

~Photographic Documentation~

Williams Gandy,  
NALT Biogeographer  
November 30, 2017





LEGEND:



Subject Property 58.17 ± acres  
PIN: R614 029 000 0609 0000

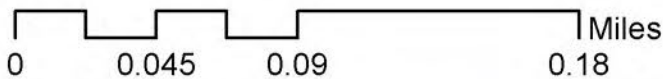


Approximate Direction & Location of Photograph

Photographs taken December 1, 2017 by Williams Gandy, NALT Biogeographer

NOTES:

1. Property Boundaries from: Thomas & Hutton, 50 Park of Commerce Way, Savannah, GA 31405
2. Aerial Image from USDA National Agricultural Imagery Program, Beaufort County, South Carolina, 2013



# HAMPTON LAKE PARK

BEAUFORT COUNTY, SOUTH CAROLINA

## PHOTOGRAPHIC INDEX MAP

DRAFT1  
12/8/17 WCG



100 Hickory Hill Road • P.O. Box 487 • Chadds Ford, Pennsylvania 19317 • phone (610) 388-3670 • fax (610) 388-3673 • www.nalt.org



Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



1 – NW



2 – E

Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



2 – NNW



3 – SE



Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



3 – NE



3 – W

Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



4 – N



4 – S



Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



4 – E



5 – SW

Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



6 – NE



6 – SE



Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



6 – S



7 – N

Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



8 – SW



9 – W



Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



10 – WSW



11 – SW

Hampton Lake Park Conservation Area  
Photographic Documentation  
Photographs taken by Williams Gandy, NALT Biogeographer  
November 30th, 2017



12 – SW



13 - N



H. Supportive Mapping
-----------------------





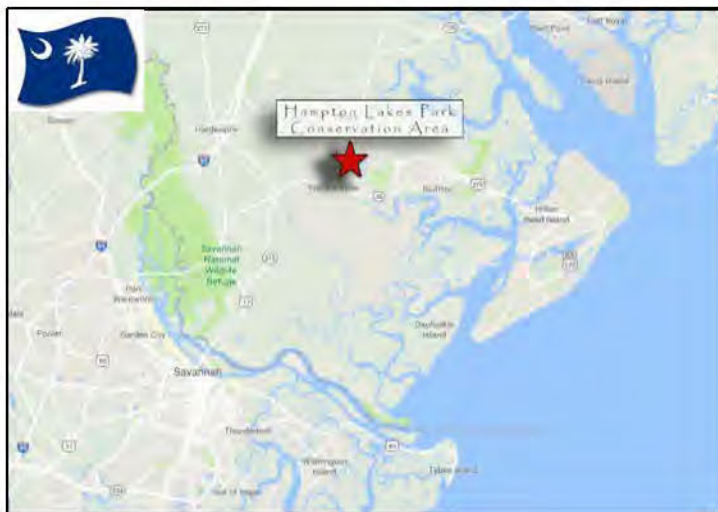
~Hampton Lake Park  
Conservation Area~

Beaufort County,  
South Carolina

~Supportive Mapping~

1. *Location Map*
2. *Base Map*
3. *Aerial Photograph 2016*
4. *Aerial Photograph 2017*
5. *Conservation Easement Plan*





#### LEGEND



Approximate Location  
of Property

#### HAMPTON LAKES PARK

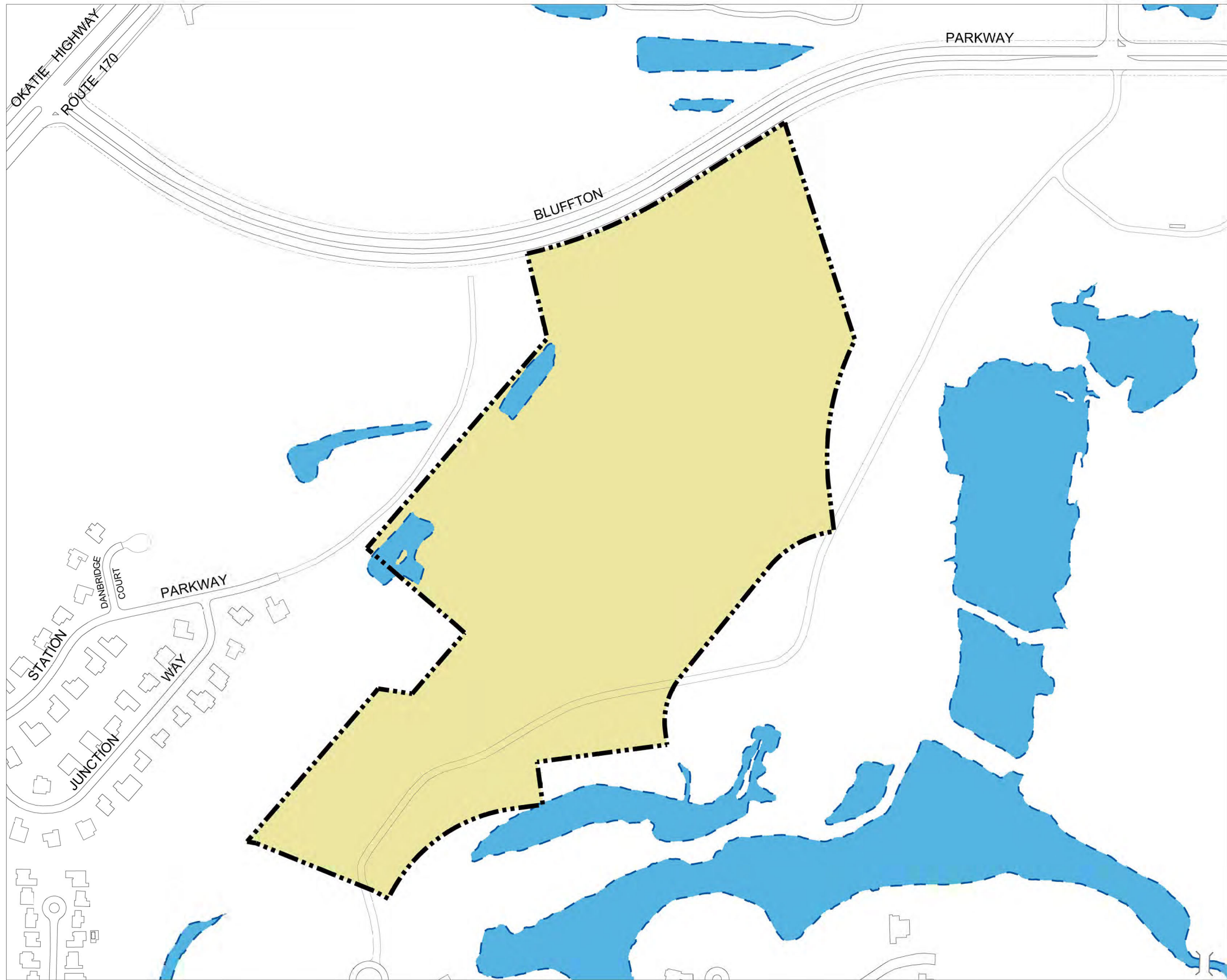
Beaufort County,  
South Carolina

#### LOCATION MAP




180 Highway 100 Road • P.O. Box 457 • Black Point, Pennsylvania 15007 • phone (717) 888-0888 • fax (717) 888-0870 • www.natl.org



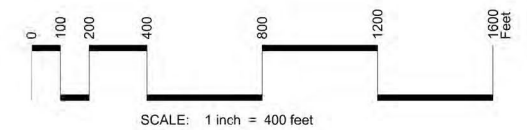
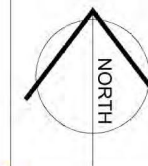


LEGEND:

 Subject Property  
58.17± acres

Notes:

1. Property boundaries from a Survey by Thomas & Hutton, Savannah GA 31405; dated October 19, 2017.
2. Aerial photograph from Apollo Mapping; date flown October 20, 2016.



# HAMPTON LAKE PARK

BEAUFORT COUNTY, SOUTH CAROLINA

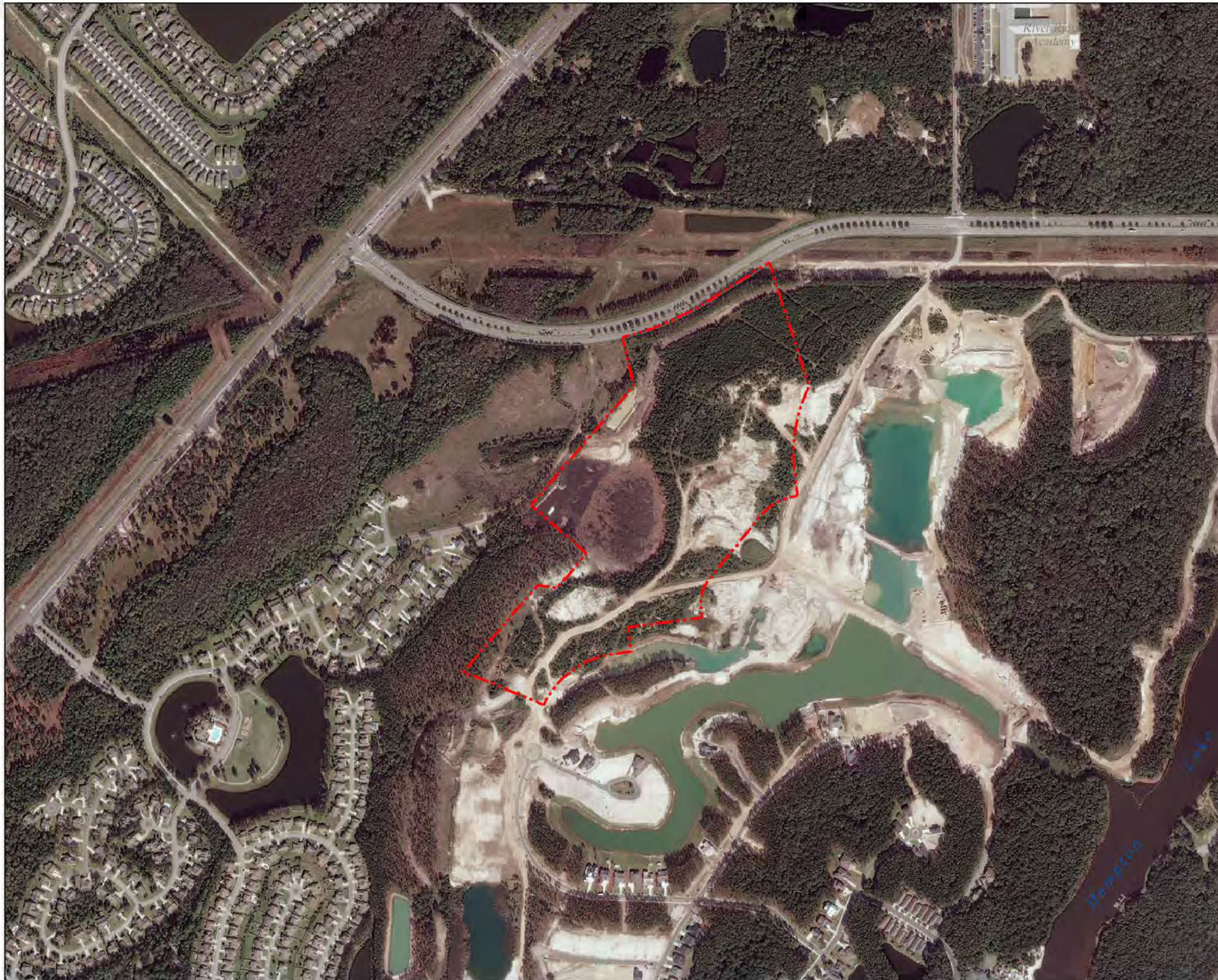
## BASE MAP

BASE MAP: 12-1-2017  
C. PLAN: 12-1-2017.D

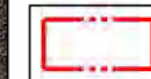


100 Hickory Hill Road • P.O. Box 467 • Chadds Ford, Pennsylvania 19317 • phone (610) 388-3670 • fax (610) 388-3673 • [www.njatl.org](http://www.njatl.org)





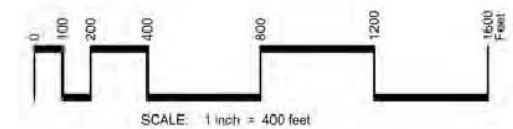
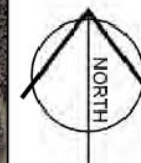
#### LEGEND:



Subject Property  
58.17± acres

#### Notes:

1. Property boundaries from a Survey by Thomas & Hutton, Savannah GA 31405; dated October 19, 2017.
2. Aerial photograph from Apollo Mapping; date flown October 20, 2016.



## HAMPTON LAKE PARK

BEAUFORT COUNTY, SOUTH CAROLINA

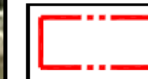
## AERIAL PHOTOGRAPH 2016







LEGEND:



Subject Property  
58.17± acres

Notes:

1. Property boundaries from a Survey by Thomas & Hutton, Savannah GA 31405; dated October 19, 2017.
2. Aerial photograph from Google Earth; date taken September 13, 2017.



# HAMPTON LAKE PARK

BEAUFORT COUNTY, SOUTH CAROLINA

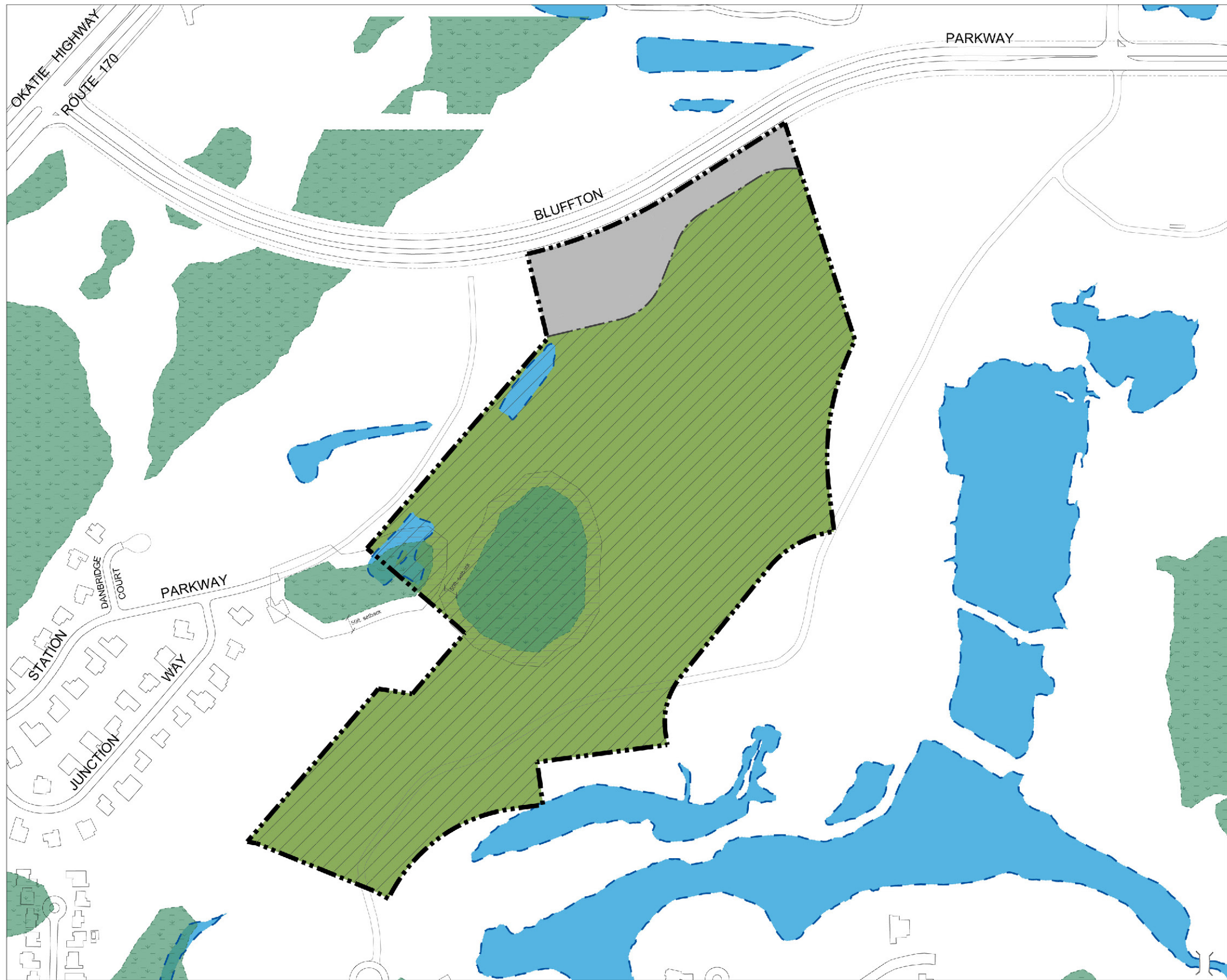
## AERIAL PHOTOGRAPH 2017

BASE MAP: 12.1.2017 JB  
C. PLAN: 12.1.2017 JB




100 Hoxory Hill Road • P.O. Box 467 • Charles Fort, Pennsylvania 19317 • phone (610) 388-3570 • fax (610) 388-3573 • [www.natl.org](http://www.natl.org)



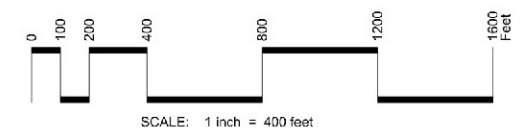
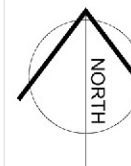


#### LEGEND:

-  Subject Property  
58.17± acres
-  Wetlands
-  Conservation Area  
53.433± acres
-  Excluded Area  
4.737± acres
-  50ft. Wetland and Riparian Protection Area

#### Notes:

1. Property boundaries from a Survey by Thomas & Hutton, Savannah GA 31405, dated October 19, 2017.
2. Aerial photograph from Apollo Mapping, date flown October 20, 2016.



## HAMPTON LAKE PARK

BEAUFORT COUNTY, SOUTH CAROLINA

## CONSERVATION EASEMENT PLAN

BASE MAP: 12-2017 JB  
C. PLAN: 12.1.2017 JB



100 Hickory Hill Road • P.O. Box 967 • Chadds Ford, Pennsylvania 19317 • phone (610) 369-3670 • fax (610) 398-5373 • www.natl.org



BEAUFORT COUNTY TREASURER  
PO DRAWER 487  
BEAUFORT, SC 29901-0487  
**ELECTRONIC SERVICE REQUESTED**  
[www.BeaufortCountyTreasurer.com](http://www.BeaufortCountyTreasurer.com)

## 2018 BEAUFORT COUNTY PROPERTY TAX BILL

\*\*\*\*\*AUTO\*\*MIXED AADC 270  
6849583 8706-PTN 3004 1 3 3



SANDLAPPER HILL LLC  
750 HAMMOND DR BLDG 17  
ATLANTA GA 30328-5518



### Have a question about...

#### Real property or mobile homes?

Call 843-255-2400 or [Assessor@bcgov.net](mailto:Assessor@bcgov.net)

#### Business property, Personal property, Homestead or Military exemption?

Call 843-255-2500 or [Auditor@bcgov.net](mailto:Auditor@bcgov.net)

#### Your payment?

Call 843-255-2600 or [www.BeaufortCountyTreasurer.com](http://www.BeaufortCountyTreasurer.com)

Property ID		AIN
R614 029 000 0609 0000		12001159
Description		Property Class Code
88 HAMPTON PARKSIDE RD, PARCEL 2 SANDHILL		ResVac Platted&Unplatted
Acres	Assessment Ratio	Tax Authority Group
53.43	6.00%	610-TOWN OF BLUFFTON

Values And Prior Year Information	
Appraised Value	1,293,200
Capped Value	1,293,200
Homestead Exemption Value	0
Other Exemption Value	0
Taxable Value	77,590
Prior Year Tax/Fees	3,130.24

Where Your Tax Dollars Go			
The tax amount for each fund listed in the description below is calculated by multiplying the taxable value by the millage rate. This does not apply to "fee" amounts.			
Description	Millage	Taxable Value	Tax/Fee
COUNTY OPERATIONS	0.05240	77,590	4,065.72
COUNTY DEBT	0.00558	77,590	432.95
RURAL & CRITICAL LANDS	0.00480	77,590	372.43
SCHOOL - OPERATIONS	0.10460	77,590	8,115.91
SCHOOL - DEBT	0.03171	77,590	2,460.38
FIRE DISTRICT	0.02555	77,590	1,982.43
BLUFFTON TOWN OPERATIONS	0.03530	77,590	2,738.93
BLUFFTON TOWN DEBT	0.00320	77,590	248.29
SW Municipal/ District Fee			2,248.75
SW County Fee			467.65
TOTALS	0.26314	77,590	23,133.44

How Your Taxes Are Calculated	
Taxable Value	77,590
x Millage Rate	0.26314
Tax Amount	20,417.04
- School Tax Credit (Primary Residence Only)	0.00
+ Fees	2,716.40
+ Prior Unpaid Taxes/Fees/Penalties	0.00
- Installment Payments	0.00

**TOTAL AMOUNT DUE: \$23,133.44**  
**DUE BY: January 15, 2019**

**Save Time, Pay Online**  
**[mybeaufortcounty.com](http://mybeaufortcounty.com)**



## 2018 BEAUFORT COUNTY PROPERTY TAX BILL

Tax Year	AIN	RevObjID	Property ID	Property Address	Total Amount Due
2018	12001159	0012001159	R614 029 000 0609 0000	88 HAMPTON PARKSIDE RD, Town of Bluffton	\$23,133.44

Owner as of January 1, 2018 SANDLAPPER HILL LLC

Include on your check your Phone Number, RevObjID and make payable to Beaufort County Treasurer.

PAYABLE NOW THRU 01/15/2019 \$23,133.44  
THEN PENALTIES APPLY...  
IF RECEIVED AFTER 01/15/2019 (3%) \$23,827.44  
IF RECEIVED AFTER 02/01/2019 (10%) \$25,446.78  
IF RECEIVED AFTER 03/16/2019 (15%) \$26,603.46  
IF RECEIVED AFTER 03/31/2019 (\$75) \$26,678.46  
IF RECEIVED AFTER 08/31/2019 (\$25) \$26,703.46

SANDLAPPER HILL LLC  
750 HAMMOND DR BLDG 17  
ATLANTA GA 30328-5518

BEAUFORT CO TREASURER'S OFFICE  
PO BOX 580074  
CHARLOTTE NC 28258-0074



0012001159000231334400023827440002544678000266034600748



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Camp St. Mary's Property Determination

#### Council Committee:

Natural Resources

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

Stefanie Nagid, Passive Parks Manager and J. Wes Campbell, Construction Manager

#### Issues for Consideration:

- The County owns approximately 10 acres of riverfront property, but has no written plan for the future use of the property.
- Beautiful bluff property, with 750' Okatie River front, four unused buildings (in disrepair), a boat dock, and dirt road/parking.
- Approx 2 acres currently utilized as a public fishing dock and parking, and is seeing some limited use by citizens of the County.
- Approx 8 acres is fenced (compromised), has been vandalized (windows broken/boarded, wiring, etc) and is deteriorating.
- Council approved \$250k in 2018 for re-roof, mitigate mold, etc.; however, to get up to code for occupancy will cost \$2.3M.
- Work has not been awarded for the \$250k due to the high estimate for complete repair. Awaiting determination of future use.

#### Points to Consider:

- Property purchased in 1997 before the establishment of the Rural and Critical Lands Program and has never been assigned to it.
- Property purchased with no restrictions or conditions, but with the stated intent at time of purchase for it to be a County park.
- Should we apply a Band-Aid fix (\$250k to stop water intrusion) if there is no future use for the current buildings?
- Options to consider: 1) Designate the property as a Passive Park to be incorporated into the Passive Parks Public Use Work Plan to determine the best future use for the entire property, 2) Dividing into a public fishing dock and selling the remainder as a residential property, 3) Selling the entire property, or 4) Recommending another use in the best public interest.

#### Funding & Liability Factors:

- Funding: Property has been purchased and is legally owned by Beaufort County with no restrictions or conditions. \$250K previously approved, but \$2.3M actually needed.
- Liability: The fencing around the property (excluding the fishing dock) and roofs are compromised from storm damage, windows and doors have been boarded over due to damage by vandals, and all copper wiring has been vandalized. The property is at the dead end of a low-population residential community and is relatively remote. The dock is open to the public and is in good repair.

#### Council Options:

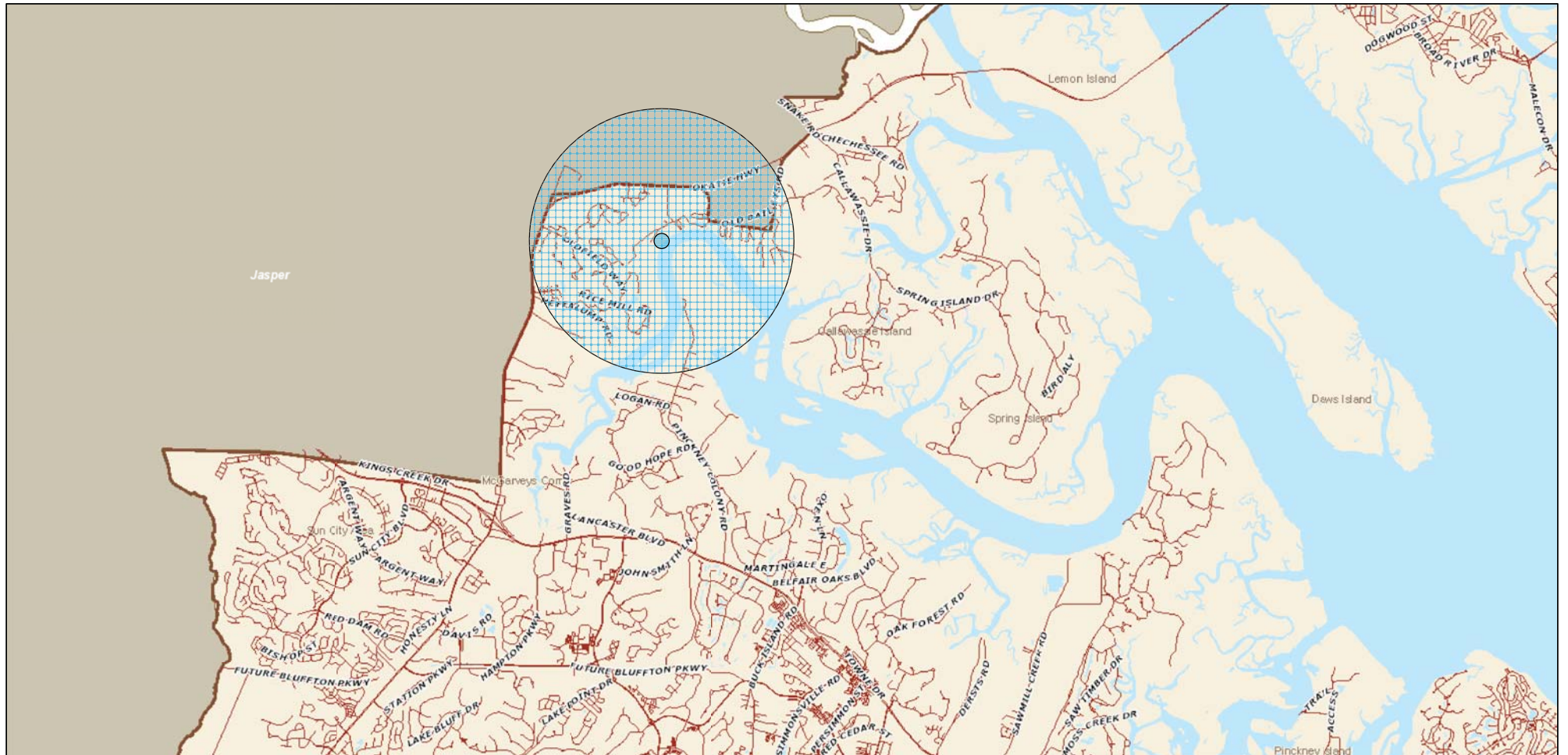
- 1) Designate the property as a passive park to be incorporated into the Work Plan, or 2) Designate a staff department to study and determine the best return on investment for the County.

#### Recommendation:

Recommend the property be designated as a passive park to be incorporated into the Passive Park Public Use Work Plan.

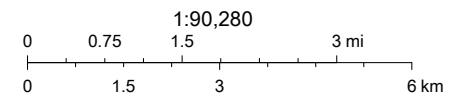


# CSMLocation



January 28, 2019

- Addresses
- Streets
- Parcels









## ONE PAGE SUMMARY

**PURPOSE:** Place the responsibility and authority for Beaufort County property known as “Camp St. Mary’s” under a staff organization or program for future planning and decisions.

### KNOWN HISTORY:

1863 – Property on the opposite side of the river purchased as part of the William Pinckney plantation.  
1922 – That property was deeded to the Catholic Diocese who founded a catechetical summer camp.  
1931 – The church purchased THIS PROPERTY and Camp St Mary’s was relocated to this side of the river.  
1935 – Permanent buildings erected (barracks, dining hall, kitchen, convent, CHAPEL, and boat dock).  
1966 – Scrapbooks and documents indicate Catholic children’s summer camps ran from 1934 until 1966.  
1972 – LowCountry Human Development Center renting to offer education to economically disadvantaged.  
1991 – The Diocese included in the continuing rental agreement an option to purchase.  
1997 – (Apr) Beaufort County Historic Sites Survey conducted. No significant historic preservation site.  
1997 – (Jul) Real Estate title conferred to LCHDC with no conditions or restrictions. NOTE: Quotes from individuals at the time indicated the county was planning on developing a park on the property.  
2000 – A Citizens Task Force on the Development of CSM provided recommendations for the park.  
2001 - Preliminary Site Assessment Report was accomplished by EMC Engineering Services, Inc. in Savannah.  
- Est to bring the facilities to operational condition: \$4M. (Unfunded)  
2018 – (Apr) County Committee dedicated \$264k to waterproof and stop further decline of the buildings  
2018 – (Oct) A pre-construction inspection indicated the ROI of stabilizing building is vague  
2018 – (Dec) An inspection by Cranston Engineering concluded the following:  
Lodge – Funding needed to make useable would exceed the cost to demo and build to our specs  
Chapel –Similar but “not unreasonable to consider” if the County has a need for a chapel  
Cafeteria – has degraded to a point it needs to be demolished. Cannot be retrofitted for occupancy.

Current estimate approved to get two buildings watertight, replace windows, install HVAC....	\$264,000.
Current estimate to get the two up to code and ready for occupancy.....	\$2,256,000.

The public fishes from the dock; however, there is no plan for the future use of the remaining 9.8 acres. The fence around the property is compromised, windows and doors are broken/boarded over, water intrusion has caused major mold and mildew issues, and there is no water/power/septic on the property.

- The lodge is a rambling, eight room structure with no hallway. You pass through room to room, making each room a common room. The lack of privacy limits its use as a rental or bunkhouse.
- The chapel is a simple, one room structure with limited character, updated/remodeled in the 70s, but not in poor repair. Neither building has any furnishings.

**Recommendation:** Recommend the Council designate this property as a passive park to be incorporated into the Passive Park Public Use Work Plan. This will allow for consideration and planning on this property to determine if the buildings should even be saved for future use of our County and its citizens.

## **BACKGROUND**

Beaufort County owns Camp St. Mary's which is approximately 10 acres located at the end of Camp St. Mary's road, on the Okatie River. The property has several hundred feet of riverside frontage to the river. The property has a fishing dock which is in very good shape, currently providing access for County residents. The property also has three buildings which are currently boarded up: a 7-room Lodge, a chapel, and a cafeteria, all of which were utilized when this was a summer camp for the Catholic diocese. The County has owned the property for approximately 20 years. During that time, the facilities on the property have continued to deteriorate (primarily due to hurricanes and storm damage).

## **HISTORY**

**According to the Low Country Digital Library ([cdl.library.cofc.edu](http://cdl.library.cofc.edu))**, the property was probably owned in the late 1860s by Eustace Bellinger Pinckney and Mary Martha Porcher, and was bequeathed to their son, William Eustace Pinckney. As the only Catholics in the area, the family built a home and a simple wooden structure for worship known as "St. Mary's in the Woods". In 1922, the family deeded the church and land to the Diocese of Charleston and it was dedicated as the Church of St. Mary's. These improvements were on the other side of the river from the current property. In 1928, the Dioceses founded Camp St. Mary, a catechetical summer camp for Catholic children on the property.

In 1931, Bishop Emmett Walsh purchased this subject property across the river from the original campsite and built some permanent buildings to include: sleeping barracks, a dining hall and kitchen, a sister's convent, a chapel, and a boat dock. The new location was officially designated as Camp St. Mary. Father Alfred F. Kamler was named director and the LCDL contains scrapbooks covering 1934-1940 and 1950-1966.

**According to The Catholic Miscellany, April 1, 1997**, the Diocese leased the site to the Lowcountry Human Development Center starting in 1972 to offer educational support services to economically disadvantaged, including alternative high school classes for pregnant and parenting teenagers. In 1991, the Diocese added to the lease agreement the option of purchasing the property. In the mid-1990s, officials of the LHDC agreed to exercise the option with the plan to sell the property to the county for the development of a new park. Statements made during the sale of the property (as recorded in The Catholic Miscellany, Apr 1, 97):

- Diocese: Vicar General Monsignor Miglarese stated that the diocese gave it's blessing to the sale as "its plans by the county (as a park) maintains the legacy of Camp St. Mary's. This will preserve the memories of so many Lowcountry Catholics and it will expand upon the opportunity for the public to enjoy this beautiful piece of God's acre."
- Lowcountry Human Development Center: Neil Bacon, executive director: "The property has a legacy of public service that extends 60 years...our board of directors wanted it to remain for public use."

- Beaufort County: A.C.Boehm, Dir of Parks and Leisure Services: "We want to preserve the beautiful scenery so that people can come and do the things a lot of people like to do when they come to a park...We won't disturb the Catholic authenticity of the area."

On April 28, 1997, a Beaufort County Historic Sites Survey was conducted on the chapel. It stated that the date of build was 1935 but that several major changes in the late 60s/early 70s had been made to the building. Of note, the building had "modern sheet rock walls/hancel area greatly changed, once partially enclosed and now open." Further, modern cement porch and steps, aluminum siding and new brick piers had been added.

***NOTE TO CONSIDER: At this point there is no indication that the Camp is of any significant historical value but that, at the time of the sale to the County, it was expected to be turned into a public park.***

### OWNERSHIP TRANSFER

On July 22, 1997, a Title to Real Estate was conferred from the Diocese of Charleston, in consideration of \$10.00 and other good and valuation consideration, to Low Country Human Development Center, Inc, its successors and assigns forever. The deed was prepared by the Law Offices of Bethea, Jordan & Griffin, PA of Hilton Head. No conditions or restrictions were noted in the title transfer.

Less than three years later, the county was moving ahead to plan and design a park on the property. On May 9, 2000, the Citizens Task Force (CTF) on the Development of Camp St. Mary inputs were communicated from PALS to the Dep Administrator of Community Services. The CTF recommendations were designed to "enhance the quality of life for the residents of this under-served area of Beaufort County":

- Retain the "Camp St. Mary's" property name in the name of the park.
- Secure the property with fencing screened by a landscape buffer.
- Allow only daylight usage and close it during nighttime hours.
- Refurbish the Lodge and Cafeteria buildings.
- Encourage the development of a Nature Center.
- Study the historical/religious significance of the chapel to determine its future.
- Refurbish and widen the fishing pier and remove the floating dock.
- Replace or remodel the pool and add a wading pool (Note: the pool has since been demolished)
- Add playground equipment, a walking/jogging trail, and viewing platforms.
- Open the panoramic view of the Okatie River by removing the concrete block buildings (Note: done).

The CTF also noted the condition of the buildings at that time:

- A cafeteria building with a commercial type kitchen, a training kitchen, one large dining area, a small classroom, two small offices, and two restrooms. Equipment in the kitchens has been



removed and the building is relatively bare. It had central air and heat but it is no longer operational.

- The chapel is an open building. It has central heating and a fan, but none are operational. "The building is in poor condition and it has not air conditioning."
- The Lodge is a large rambling structure with a large porch, seven rooms, a kitchen and a restroom. "It does not appear to be usable without considerable restoration".
- A series of 9 concrete/cinder block classroom buildings in reasonable shape. (NOTE: These have now been removed.)
- A picnic shelter.
- A maintenance/mechanical building.

The following July, a Preliminary Site Assessment Report (EMC Project No. 00-0448) was accomplished by EMC Engineering Services, Inc. in Savannah. They accomplished a site survey which indicated the site was approximately 9.8 acres. Their major findings were as follows:

- The site was serviced by six on-site septic systems, all in disrepair or non-functioning.
- The water was served by a two-inch well and 1500 gallon storage tank, operational. However, due to site layout constraints, the water system is slated for demo.
- The electrical system is not up to code and needs to be completely renovated.
- The roads are dirt, pitted and need to be improved for the current traffic.

A statement of probable costs was prepared to bring the facilities to operational conditions and add some small additions: These amounts are based on July 2001 pricing. This estimate included some demolition and backfill (pool and cinder block buildings) and also included preparation and furnishing of add ons (benches, trash receptacles, bike rack, picnic area/tables, oyster roast grill/tables, bench swings, new gazebos, etc). The total for the entire contract was estimated at \$4,006,151.

***Due to the high cost and the fact that, at that time, the location of the property was not deemed advantageous to an adequate number in the community, the project was placed on a lower priority.***

#### **CURRENT STATUS/MILESTONE**

The effects of Matthew and other storms began taking a major toll on the buildings of Camp St. Mary's. A large tree fell on the Cafeteria collapsing the roof and causing catastrophic damage. Leaks developed in both the Chapel and the Lodge. We engaged Cranston Engineering to evaluate the quality of what was remaining to determine the financial feasibility of repairing the roofs (i.e., were the internals worth the cost to be saved).

On December 28, Cranston filed the attached report. Their conclusion is summed up as follows:

- Electrical/Mechanical/Plumbing are absent and/or unusable. The facility will be required to meet current energy codes, replacing all windows and doors, and installing insulation throughout. Each building would have to receive a structural retrofit to comply with current wind design and general building code requirements.
- Lodge: Structural degradation due to water intrusion is present. Sections of the roof are compromised. Major issues with roof, insulation, mold/mildew, structural damage, etc.
- Chapel: Large section of the roof is compromised. Water intrusion has led to structural degradation, mold/mildew.
- Cafeteria: This pre-engineered metal building has light-gage, metal stud walls. A tree impact has hit the building in the middle on the road side. Rust of the structure and roof has eaten holes through each. The foundation is not sufficient for current occupancy requirements. It could possibly be used for equipment storage with significant improvements.
- Final:
  - o Lodge: The financial commitment would exceed the cost to demo and build new to our specific needs/plans.
  - o Chapel: Although it requires a substantial financial investment, it would not be unreasonable to consider based upon its simple design and condition.
  - o Cafeteria: This structure is of a proprietary design and has degraded to a point it should be demolished or retrofitted to use as an equipment storage shed.
  - o Note: Please note that the original plans for this facility expected to use the pool, which was deemed irreparable and was removed/filled in. There is no current plan for what to do with the facility, even if the buildings were renovated.

Using the 2001 estimate and removing work that has already been done (demolish of cinder block buildings, removal/refill of pool, etc) and removing the additional structures planned in 2001 (picnic areas, etc) we can approach an estimate for bringing the current buildings up to occupancy. It would require bringing electrical, plumbing, mechanical, septic in and bringing it all up to code. It would require retrofitting the two current buildings to pass code and hurricane requirements. It would leave us with two useable buildings. To include the contractor's general conditions, earthwork, storm drainage, sitework, fencing, and utilities only, the 2001 figures would estimate \$1.24M. In 2019 dollars that would be approximately \$2.26M. ([www.rsmeans.com](http://www.rsmeans.com) estimates construction costs in our area have increased approx. 82% since 2001). That would NOT include site lighting, signage, landscaping, irrigation, demolish of cafeteria, or any parking lot, pavement/gravel work, entry fence/gate, etc.

#### **OPTIONS TO BE CONSIDERED**

1. Keep some acreage for the public dock and parking and sell the remaining 8 acres for residential use.
2. Clear all buildings and open the area for public use for picnics, games, scouting events, etc.
3. Renovate the buildings and establish a long term plan for the site as a park or an income-producer.

SUMMARY: In preparing to do \$250,000 work to stabilize the deteriorating buildings at Camp St. Mary's, it was determined that water intrusion over the past 17 years had resulted in major damages. Further, a tree had fallen on the Cafeteria and that damage, combined with rust to the metal structure, had resulted in it being unfit for repair. Cranston Engineering was brought in to evaluate the usability of the structures and they assessed that it would be cheaper for the County to demolish and rebuild to their needs, rather than retrofit and repair the current buildings. Because of that determination, no new construction estimate has been accomplished. The 2001 estimate was reduced in scope to cover the requirements if the two buildings were repaired to give an idea of the cost of the project.

BACKGROUND: In 2001, a Conceptual Master Plan for Camp St. Mary's Park was completed. The estimate at that time, for the entire park, was approximately \$4.2M. The cost was determined too high and no action was taken on the property. In 2018, the Council voted to spend \$250,000 to preserve the current buildings from continued degradation. The plan was to reroof the buildings and replace the doors and windows to make the buildings water tight and would provide heating and cooling as necessary to maintain appropriate humidity levels. In Dec 2018, Cranston Engineering accomplished a walk through and scope of work evaluation on the property. They deemed that the cost to repair storm damage and upgrade/retrofit the current buildings would be higher than the value of the buildings. Since the property had no written plan and since there was no staff assigned to determine the future of the property, the decision to move forward was delayed to ask the Council for guidance.

To determine the estimate for the repair and retrofit, the 2001 estimate was used as a baseline. Taking the 2001 estimate, **removing the work that has already been done for safety (such as pool demo/backfill) and removing the additional structures (picnic areas, etc) that were initially planned**, bringing electricity, mechanical, and plumbing up to code and restoring and retrofitting the current buildings to pass code and be ready for some level of occupancy would include the following. Again, these amounts are based on July 2001 pricing.

- Contractor's General Conditions,	\$454,384.
- Earthwork (Pool demo at \$15,010 has already been accomplished)	\$118,800.
- Storm Drainage,	\$36,200.
- Utilities (Water, Sewer, Extensions),	\$59,520.
- Renovate Lodge,	\$325,000.
- Renovate Chapel,	\$24,500.
- Renovate/Demolish Cafeteria,	\$50,000.
- Landscaping/Irrigation:	\$257,200.
- Site Lighting:	\$140,000.
- Park Signage:	\$20,000.
- Facility Development (Sitework, etc)	\$221,000.
- Park Site Construction (pervious path, entry fence, gate, side yard fence, dock fence, porous pavement systems (drive), gravel parking, etc):	\$590,900.
- Total (in 2001 dollars) for renovation:	\$2,282,494.

[www.rsmeans.com](http://www.rsmeans.com) estimates construction costs have increased approximately 82% since 2001. Using that estimate, our costs to renovate only the lodge and the chapel would place us in the \$4.2M range. Please note that the original plans for this facility expected to use the pool, which was deemed irreparable and was removed/filled in. There is no current plan for what to do with the facility, even if the buildings were renovated.

- Total (in 2019 dollars using rsmeans calculations): \$4,200,000.

The \$2.3M estimate reflected in the Action Item was based upon the 2001 estimate. It was reduced in scope as possible, since only two buildings would remain:

- Contractor's General Conditions (generally 20%)	\$250,000
- Storm Drainage	\$ 36,200
- Utilities (water, sewer, extensions)	\$ 59,520
- Renovate Lodge	\$325,000
- Renovate Chapel	\$ 24,500
- Demolish Cafeteria	\$ 50,000
- Site Lighting (reduced requirement by 50%)	\$ 70,000
- Park Signage	\$ 20,000
- Facility development/sitework (reduced rqmt by 50%)	\$110,500
- Park Site Construction (pervious path, entry fence, gate, side/dock Fence, porous pavement systems (drive, parking lot) (reduced rqmt by 50%)	\$295,450
- Total (in 2001 dollars)	\$1,241,170
- Total (in 2019 dollars using rsmeans factor)	\$2,258,929

This is an extrapolated estimate based on 2001 figures. It does not include any other damages that have occurred in the last 17 years, to include:

- Water intrusion damage to roof underlayment, trusswork, walls and floors
- Windows of the chapel which have been broken out and boarded over
- Any code requirements in the last 17 years with respect to earthquake or storm retrofits

However, it gives us an idea of the challenges ahead if we choose to repair the existing structures.





**CRANSTON**  
ENGINEERING

ENGINEERS - PLANNERS - SURVEYORS

14 Westbury Park Way, Suite 202  
Bluffton, SC 29910  
843.815.3191  
CranstonEngineering.com

December 28, 2018

J. Wes Campbell  
Beaufort County Engineering  
102 Industrial Village Road #3  
Beaufort, SC 29906

Re: Camp Saint. Mary Campus  
Existing Structures Evaluation

Dear Mr. Campbell:

At your request, a representative of Cranston Engineering Group and FWA, along with a mechanical, electrical, and plumbing engineering consultant met with you at the Camp St. Mary property to observe the existing structures. The purpose of this visit is to determine the required work that would be necessary to obtain a certificate of occupancy for commercial assembly purposes and to provide you with preliminary recommendations to allow you to decide the next steps. The property contained three main buildings as outlined below with a general summary of the building type.

- LODGE:
  - This structure is a one-story wood-framed single-family home in an abandoned state. The existing electrical, mechanical, and plumbing systems were unusable and some localized areas of structural degradation were present. Most windows were broken or degraded and the roof and ceiling structure appeared to be from site-built trusses and the floor system was stick-framed over masonry piers.
- CHAPEL:
  - This structure consists of wood-framed construction creating a large open interior with a vaulted cathedral ceiling in an abandoned state with the existing electrical, mechanical, and plumbing systems beyond reasonable repair. One large section of roof has become compromised and the water intrusion has led to various levels of structural degradation around this area. Multiple windows were broken and boarded. The roof system consisted of rafters spanning over purlins supported by heavy timber and steel rod trusses. The floor system was stick framed over a masonry pier foundation.

- CAFETERIA:
  - This structure is a pre-engineered metal building with various interior light-gauge metal stud walls. The building is in an abandoned state with broken and boarded windows. Damage from an apparent tree impact was present on one end. All existing electrical, mechanical, and plumbing systems appeared beyond reasonable repair.

Based on the intended use of these structures, current code will require that all electrical, mechanical, and plumbing systems are replaced with systems designed to current standards. In addition to these upgrades, the buildings will all be required to meet current energy codes which will necessitate the replacement of all windows and the installation of insulation. It is unknown at this time what utilities serve these buildings or what civil site requirements will be necessary.

In addition to the above items, each building would be required to receive a structural retrofit to comply with current wind design and general building code requirements.

While it is certainly possible for each of these structures to satisfy the above conditions with enough work, the financial commitment would likely exceed the cost to demo and build new. The lodge would fall in this condition and it is our opinion that without historical or other intangible reasons for saving, it is the most financially prudent course of action to demolish and remove. The chapel structure would require a substantial financial investment to satisfy the previously stated conditions; however, if the county could utilize the space for income generating purposes, it would not be unreasonable to consider moving forward with the generation of construction documents to fully evaluate this option. The cafeteria structure is of a proprietary design and has degraded to a point that would require a significant evaluation and repair plan to render occupiable. It is our opinion that this structure should either be demolished or retrofitted to be used as an equipment storage shed.

We appreciate the opportunity to meet with you to review these facilities. It is our hope that this letter will provide you with the preliminary information you require to determine how to proceed with the repair and retrofit of this property. We stand ready to provide you with a formal proposal for architectural and engineering services to achieve any or all of the conditions above. Please let me know if you have any questions concerning this letter.

Sincerely,



CRANSTON ENGINEERING GROUP, P.C.  
Jake Eavenson, P.E.  
SC P.E. #33500

3/10

BETHEA, JORDAN & GRIFFIN, P.A.  
Shelter Cove Executive Park, Suite 400  
23-B Shelter Cove Lane  
Post Office Drawer 3  
Hilton Head Island, SC 29938  
(803) 785-2171

28967

2213

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

TITLE TO REAL ESTATE

BEAUFORT COUNTY, S.C.  
RECORDING FEES COLLECTED  
TRANSFER FEES \$ 8  
COUNTY \$ 330.00 STATE \$ 180.00

KNOW ALL MEN BY THESE PRESENTS, THAT  
Rev. David B. Thompson, Bishop of Charleston, The Diocese of Charleston

in the State aforesaid for and in consideration of the sum of TEN DOLLARS and 00/100 (\$10.00), and other good and valuable consideration to it in hand paid at and before the sealing of these presents by Low Country Human Development Center, Inc., 119 Camp St. Mary Road, Okatie, SC 29910 in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Low Country Human Development Center, Inc., its successors and assigns forever, the following described property:

All that certain piece, parcel or tract of land lying and being in Beaufort County, South Carolina generally known and described as the Camp St. Mary's Tract and also known as Lot Nos. 1, 2, 3, 4, 5, 6 and 7 as shown on a map of a subdivision of the Bonnie Doon Plantation made by W. R. Mew for Henry C. Walthour dated November, 1924, which plat is on file in the RMC Office for Beaufort County in Plat Book 3 at Page 18.

The property intended to be conveyed herein is the same property conveyed to Emmet M. Walsh, Bishop of Charleston, a corporation sole, by Deed dated March 15, 1935, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Book 48 at Page 283, on March 18, 1935, as it relates to Lots 4-7, and by Deed dated November 4, 1934 and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Book 48 at Page 273 on November 4, 1934 (a portion of Lot 1 and Lots 2 and 3).

This Deed was prepared in the Law Offices of Bethea, Jordan & Griffin, P.A., Post Office Drawer 3, Hilton Head Island, South Carolina 29938, by Michael E. Cofield.

BEAUFORT COUNTY TAX MAP REFERENCE

PIN: 600:9:3.

Dist.	Map	Submap	Parcel	Block
600	9		3	

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **Low Country Human Development Center, Inc.**, its Successors and Assigns forever; subject, however, to the rights, conditions and restrictions that constitute covenants running with the land, all as set forth herein.

AND Grantor(s) do(es) hereby bind itself and its Successors and Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said **Low Country Human Development Center, Inc.** its Successors and Assigns, against itself and its Successors and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.



2215

WITNESS my Hand(s) and Seal(s), this 22<sup>nd</sup> day of July and in the year of our Lord one thousand nine hundred and ninety-seven and in the two hundred and twenty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

(2) Dennis H. Hurns  
Signature of 1st Witness  
(3) Barbara P. McKenzi  
Signature of 2nd Witness/Notary Public

The Diocese of Charleston

(1) By: David B. Thompson  
Rev. David B. Thompson  
Bishop of Charleston

STATE OF SC

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Rev. David B. Thompson, Bishop of Charleston, of The Diocese of Charleston personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22 day of July, 1997.

(4) Barbara P. McKenzi (SEAL)  
NOTARY PUBLIC FOR SC

My commission expires: 7/15/03

Instructions for Execution of Deed  
(Please Follow Carefully - and Use Blue Ink Only)

- A. Grantor(s) sign on line numbered (1).
- B. Two (2) disinterested Witnesses sign on lines numbered (2) and (3). Notary may be one of the witnesses.
- C. Notary Public signs on line numbered (4) and affixes seal and expiration date.

27703 Howell

FILED  
JOHN A. SULLIVAN, JR.  
R.M.C.  
BEAUFORT COUNTY, S.C.

2216

97 JUL 31 PM 4:32

BK 962 PG 2213

FOLDER #

RECORDED THIS 19th DAY  
OF August 1997  
IN BOOK 97 PAGE 845

Sharon D. Burris  
AUDITOR, BEAUFORT COUNTY, S.C.

3/10/14

28968

BETHEA, JORDAN & GRIFFIN, P.A.  
Shelter Cove Executive Park, Suite 400  
23-B Shelter Cove Lane  
Post Office Drawer 3  
Hilton Head Island, SC 29938  
(803) 785-2171

2217

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, THAT

**Low Country Human Development Center, Inc.**

in the State aforesaid for and in consideration of the sum of FIVE HUNDRED THOUSAND DOLLARS and 00/100 (\$500,000.00), to it in hand paid at and before the sealing of these presents by County of Beaufort, South Carolina, P. O. Drawer 1228, Beaufort, SC 29910 in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said County of Beaufort, South Carolina, its successors and assigns forever, the following described property:

All that certain piece, parcel or tract of land lying and being in Beaufort County, South Carolina generally known and described as the Camp St. Mary's Tract and also known as Lot Nos. 1, 2, 3, 4, 5, 6 and 7 as shown on a map of a subdivision of the Bonnie Doon Plantation made by W. R. Mew for Henry C. Walthour dated November, 1924, which plat is on file in the RMC Office for Beaufort County in Plat Book 3 at Page 18.

The property intended to be conveyed herein is the same property conveyed to Emmet M. Walsh, Bishop of Charleston, a corporation sole, by Deed dated March 15, 1935, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Book 48 at Page 283, on March 18, 1935, as it relates to Lots 4-7, and by Deed dated November 4, 1934 and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Book 48 at Page 273 on November 4, 1934 (a portion of Lot 1 and Lots 2 and 3).

This Deed was prepared in the Law Offices of Bethea, Jordan & Griffin, P.A., Post Office Drawer 3, Hilton Head Island, South Carolina 29938, by Michael E. Cofield.

PIN: 600:9:3.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Submap	Parcel	Block
600	9		3	

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said County of Beaufort, South Carolina its Successors and Assigns forever; subject, however, to the rights, conditions and restrictions that constitute covenants running with the land, all as set forth herein.

AND Grantor(s) do(es) hereby bind itself and its Successors and Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said County of Beaufort, South Carolina its Successors and Assigns, against itself and its Successors and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.



WITNESS my Hand(s) and Seal(s), this 28<sup>th</sup> day of July and in the year of our Lord one thousand nine hundred and ninety-seven and in the two hundred and twenty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

(2) Shari L Richardson  
Signature of 1st Witness  
(3) Patricia Bagel  
Signature of 2nd Witness/Notary Public

Low Country Human Development Center, Inc.  
(1) By: Terrie G. Oliver,  
Chairman

STATE OF SC )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Terrie G. Oliver  
as Chairman of Low Country Human Development Center, Inc. personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28<sup>th</sup> day of July, 1997.

(4) Patricia Bagel (SEAL)  
NOTARY PUBLIC FOR SC

My commission expires: 12/18/99

Instructions for Execution of Deed  
(Please Follow Carefully - and Use Blue Ink Only)

- A. Grantor(s) sign on line numbered (1).
- B. Two (2) disinterested Witnesses sign on lines numbered (2) and (3). Notary may be one of the witnesses.
- C. Notary Public signs on line numbered (4) and affixes seal and expiration date.

RECORDED THIS 19<sup>th</sup> DAY  
OF August 1997  
IN BOOK AD PAGE 845

Sharon D. Burns  
AUDITOR, BEAUFORT COUNTY, S.C.

27699 *Howell*  
FILED  
JOHN A. SULLIVAN, JR.  
R.M.C.  
BEAUFORT COUNTY, S.C. */ML*  
97 JUL 31 PM 4:32  
BK 962 PG 2217  
FOLDER #

2220



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

Historic Preservation Review Board

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

N/A

#### Issues for Consideration:

(1) vacancy

#### Points to Consider:

Fill 1 vacancy. (Applicant and resume list attached.)

#### Funding & Liability Factors:

N/A

#### Council Options:

N/A

#### Recommendation:

Fill 1 vacancy.



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

Rural and Critical Lands Preservation Board - Board Appointments

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

N/A

#### Issues for Consideration:

(2) vacancies

#### Points to Consider:

Fill 2 vacancies.  
One appointment must reside in Council District 1. The other appointment must reside in Council District 8.  
Applicant and resume list attached.

#### Funding & Liability Factors:

N/A

#### Council Options:

N/A

#### Recommendation:

Fill the vacancies.





---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

Southern Beaufort County Corridor Beautification Board

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

February 18, 2019

#### Committee Presenter (Name and Title):

N/A

#### Issues for Consideration:

(1) vacancy

#### Points to Consider:

Appointment must reside in Council District 5.  
Applicant and resume list attached.

#### Funding & Liability Factors:

N/A

#### Council Options:

N/A

#### Recommendation:

Fill the vacancy.