



County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Logan Cunningham

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

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County Council Meeting Agenda

Monday, February 08, 2021 at 6:00 PM

Council Chambers, Administration Building Beaufort County

Government Robert Smalls Complex 100 Ribaut Road, Beaufort

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. *PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT*
4. APPROVAL OF AGENDA
5. ADMINISTRATOR'S REPORT

CITIZEN COMMENTS

6. **CITIZENS COMMENTS** – CITIZENS MAY JOIN VIA WEBEX USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK](#)

Meeting number: 179 303 1539

Password: BC123

(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

COMMITTEE REPORTS

7. LIAISON AND COMMITTEE REPORTS

CONSENT AGENDA

8. CONSENT AGENDA (PAGE 3)

TIME SENSITIVE

9. ECONOMIC DEVELOPMENT ADDENDUM

PUBLIC HEARINGS AND ACTION ITEMS

- [10.](#) EMERGENCY ORDINANCE REGARDING WEARING FACE COVERINGS

- [11.](#) EMERGENCY ORDINANCE TO EXTEND THE STATE OF EMERGENCY IN BEAUFORT COUNTY
- [12.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR REFUNDING BONDS
- [13.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR 2021 AWARDS FOR STATE ACCOMMODATION TAX
- [14.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO ENTER INTO A LEASE AGREEMENT WITH THE TOWN OF PORT ROYAL FOR MAINTENANCE OF FORT FREDERICK HERITAGE PRESERVE
- [15.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE GRANTING AN EASEMENT ACROSS COUNTY PROPERTY AT THE DEVELOPMENT KNOWN AS WHITEHALL

BOARDS AND COMMISSIONS

- [16.](#) CONSIDERATION OF THE APPOINTMENT OF DR. DEMETRAJANE KOKINAKIS TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES REPLACING FAITH POLKEY FOR A 1st TERM
APPROVED VIA COMMUNITY SERVICES COMMITTEE MEETING ON 02.01.21 (11/11 VOTE)
(3) 4 YEAR TERMS = 12 YEARS
6/11 VOTE
- [17.](#) CONSIDERATION OF THE REAPPOINTMENT OF ED OLSEN TO BLUFFTON TOWNSHIP FIRE DISTRICT BOARD FOR A 4th TERM - AT LARGE
4 - YEAR TERMS OF OFFICE
APPROVED VIA COMMUNITY SERVICES COMMITTEE ON 02.01.21 - 11/11 VOTE
10/11 VOTE NEEDED FOR APPROVAL
- [18.](#) CONSIDERATION OF THE REAPPOINTMENT OF PAUL HAMILTON TO BLUFFTON TOWNSHIP FIRE DISTRICT BOARD, DISTRICT 9 FOR A 3RD TERM
4 YEAR TERM OF SERVICE
APPROVED VIA COMMUNITY SERVICES ON 02.01.21 - 11/11 VOTE
8/11 VOTE NEEDED FOR APPROVAL
- [19.](#) CONSIDERATION OF THE REAPPOINTMENT OF LINDA NEIDICH HOFFMAN TO THE ALCOHOL AND DRUG ABUSE BOARD FOR A 5TH TERM
4 YEAR TERMS OF SERVICE
APPROVED BY COMMUNITY SERVICES COMMITTEE ON 02.01.21 - 11/11 VOTE
10/11 VOTE NEEDED FOR APPROVAL
- [20.](#) CONSIDERATION OF THE REAPPOINTMENT OF KEVIN HENNELLY TO PLANNING COMMISSION FOR A 2ND TERM
4 YEAR TERMS OF SERVICE
APPROVED BY NATURAL RESOURCES COMMITTEE ON 02.01.21 - 11/11 VOTE
8/11 VOTE NEEDED FOR APPROVAL

- [21.](#) CONSIDERATION OF CECILY McMILLIAN FOR PLANNING COMMISSION FOR A 2ND TERM
4 YEAR TERM OF SERVICE
APPROVED VIA NATURAL RESOURCES COMMITTEE ON 02.01.21
8/11 VOTE TO APPROVE
- [22.](#) CONSIDERATION OF THE REAPPOINTMENT OF WILLIAM GRANER TO THE SOLID WASTE AND RECYCLING
BOARD FOR A 2ND TERM
2 MEMBERS SHALL BE APPOINTED FOR 2 - YEAR TERMS
APPROVED BY PUBLIC FACILITES ON 01.19.21
8/11 VOTE NEEDED FOR APPROVAL
- [23.](#) CONSIDERATON OF THE REAPPOINTMENT OF KIM CORLEY TO SOLID WASTE AND RECYCLING BOARD FOR A
3RD TERM - DISTRICT 8- ST.HELENA ISLAND
2 MEMBERS SHALL BE APPOINTED FOR 2 YEAR TERMS
APPROVED BY PUBLIC FACILITES ON 01.19.21
6/11 VOTE NEEDED FOR APPROVAL
- [24.](#) CONSIDERATION OF THE REAPPOINTMENT OF JOHN GLOVER TO THE BEAUFORT COUNTY TRANSPORTATION
COMMITTEE FOR A 2ND TERM - DISTRICT 3
MEMBERS SERVE SAME TERM AS APPOINTING COUNCIL MEMBER (GLOVER 2024)
APPROVED VIA PUBLIC FACILITIES ON 01.19.21- 11/11 VOTE
8 /11 VOTE NEEDED FOR APPROVAL

CITIZEN COMMENTS

25. CITIZEN COMMENTS
26. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Natural Resources Committee

1. FIRST READING OF AN ORDINANCE REGARDING THE AMENDMENT TO ARTICLE 7, SECTION 7.3.30.E (APPEALS)
2. RESOLUTION TO COMMISSION PUBLIC WORKS ENFORCEMENT OFFICERS TO ENFORCE BEAUFORT COUNTY ORDINANCE FOR BEAUFORT COUNTY
3. A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A CONSERVATION EASEMENT ON REAL PROPERTY KNOWN AS TMS# R300 011 000 0049 0000 AND ALSO KNOWN AS HENRY FARMS NORTH

Items Originating from the Public Facilities Committee

4. FIRST READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY EASEMENT #901094 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY
5. FIRST READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY EASEMENT #901093 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY
6. THIRD READING OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF R510 008 000 0370 0000 AND R510 008 000 0160 0000 TO THE TOWN OF HILTON HEAD AS PART OF THE "SUMMIT DRIVE REALIGNMENT PROJECT"

END OF CONSENT AGENDA



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:
<i>Emergency ordinance concerning wearing face coverings</i>
MEETING NAME AND DATE:
County Council February 8, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i>5 minutes</i>
ITEM BACKGROUND:
<i>County Council last adopted an emergency ordinance regarding face coverings on December 14, 2020. It expires February 12, 2021.</i>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
n/a
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny Emergency Ordinance regarding wearing Face Coverings in Certain Circumstances</i>

**AN ORDINANCE TO REQUIRE INDIVIDUALS TO WEAR FACE COVERINGS
IN CERTAIN CIRCUMSTANCES AND LOCATIONS IN THE
UNINCORPORATED LIMITS OF THE COUNTY PROVIDING FOR
SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, on March 13, 2020, the Governor of the State of South Carolina Henry McMaster declared a State of Emergency for the State of South Carolina as a result of the COVID-19 impacts and the State of Emergency still exists, and

WHEREAS, this Ordinance does not relieve business establishments and restaurants from other social distancing requirements imposed by the Governor's Executive Orders.

WHEREAS, on March 16, 2020, Beaufort County Council (the "County") adopted Emergency Ordinance 2020-01, declaring that a State of Emergency exists throughout the County as a result of impacts arising from the COVID-19 pandemic and it was renewed on June ____, on August ____ and on October ____, and

WHEREAS, it is well recognized the SARS-CoV-2, the virus that causes the disease COVID-19, presents a public health concern that requires extraordinary protective measures and vigilance and reported COVID-19 daily cases are on the rise in the County, and

WHEREAS, there exists considerable debate among the medical community regarding the efficacy of masks in combating the spread of the virus, yet well recognized and respected institutions such as the Center for Disease Control and Prevention ("CDC") and South Carolina Department of Health and Environmental Control ("SCDHEC") encourage the use of face coverings (Masks) nevertheless and medical data and statistics indicate that incidence of the virus is lower in communities which require social distancing and the wearing of face masks; and

WHEREAS, the CDC has determined that COVID-19 is spread mainly by person to person contact and that the best means of slowing the spread of the virus is through practicing social distancing and by minimizing personal contact with environments where the virus may be spread, and

WHEREAS, the CDC has stated that COVID-19 symptoms may appear as many as fourteen (14) days after exposure and has confirmed that a significant number of people are asymptomatic and that avoiding exposure to these two groups is essential in the reduction of the spread of the virus; and

WHEREAS, SCDHEC continues to urge all residents of the state to limit activities outside of the home and to practice social distancing at all times to limit the spread of this highly contagious and potentially deadly virus; and

WHEREAS, the County has received a strong message from its medical community, that unless citizens curb the rising spread of COVID-19 through wearing face coverings and

following social distancing protocols established by the CDC and included in the Executive Orders of the Governor of South Carolina, the virus could spread more broadly, and,

Item 10.

WHEREAS, notwithstanding the spread of COVID-19, businesses remain open and some of their employees must physically be present at the work site, requiring further measures to keep such employees safe,

WHEREAS, although vaccinations have started, the rate at which they are being given is extremely slow, and a relatively very small number of persons have been inoculated, while new cases of COVID-19 are continuing to increase at a dangerous rate.

WHEREAS, there are currently large numbers of people who patronize grocery stores, pharmacies, restaurants, retail establishments and other businesses and buildings open to the public within the unincorporated limits of the County; and

WHEREAS, education and voluntary compliance are the desired means of enforcement.

WHEREAS, repeated violations of this Ordinance at any business or establishment that is subject to this Ordinance are hereby declared a nuisance, and the County may seek a restraining order, preliminary injunction, permanent injunction or any other means authorized under the Laws of the State of South Carolina to abate the nuisance. The County may also seek suspension or revocation of the business license issued by the County to any business or establishment where repeated violations of the Ordinance occur, under the authority of Section 18-62 of the County Code of Ordinances. Each day of a continuing violation of this ordinance shall be considered a separate and distinct offense.

WHEREAS, in order to protect, preserve, and promote the general health, safety, welfare, and the peace and order of the community, the County has, and will continue, to take steps to try and protect the citizens, employers, and employees within the County from an increased risk of exposure to and transmission of COVID-19; and,

WHEREAS, the County Council finds it is necessary and in the best interest of the County and its citizens that an Ordinance requiring the wearing of cloth or other types of face coverings in certain circumstances be adopted by the County Council;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR THE COUNTY OF BEAUFORT, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY OF THE SAME, AS FOLLOWS FOR THE UNINCORPORATED PORTIONS OF THE COUNTY:

1. The recitals above are incorporated herein as findings of fact.

2. All persons entering any commercial or public buildings open in the County must wear a face covering and maintain social distancing where possible while inside building. Item 10.
3. The following individuals are exempt from this Ordinance: any person under the age of two or at the discretion of the parent, custodian or guardian, or who is unable to safely wear a Face Covering due to age or an underlying health condition, or who is unable to remove the Face Covering without the assistance of others; and any person traveling in a personal vehicle, or when a person is alone or is in the presence of only household members in an enclosed space, and people who are actively drinking or eating inside. Persons, in consultation with their health care provider may remove their mask while receiving medical treatment; and persons actively swimming.
4. Business Owners and Operators shall have responsibility for informing patrons of the above requirements and shall post conspicuous signage at all entrances informing its patrons of the requirements of this Ordinance.
5. All restaurants, retail establishments of every description, salons, grocery stores, and pharmacies in the limits of the County shall require their employees to wear a Face Covering at all times when employees are within the social distance of the general public, or when the employees must be in close proximity to one another, except as noted in Section. This requirement also applies to all persons providing or utilizing public or commercial transportation, including tours; and all businesses or employees while interacting with people in outdoor spaces, including, but not limited to, curbside pickup, delivery, and service calls. Nothing shall prevent an employee from fashioning his or her own cloth facemask. If a worker or customer refuses to wear a cloth face covering for other than medical reasons, a business may decline entry or service to that individual.
6. This ordinance shall not include or apply to the normal operations of public or private schools and institutions of higher education or to religious activities or organizations including those conducted at or by churches, synagogues or other houses of worship all of which are encouraged to adopt their own standards of protection from the virus as the deem fit.
7. Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

6 This ordinance will expire the sooner of 1) 61 days after its effective date, or 2) Governor lifting the State of Emergency.

Item 10.

ADOPTED THIS 8TH DAY OF FEBRUARY, 2021, WITH AN EFFECTIVE DATE OF FEBRUARY 13, 2021.

Beaufort County

Joseph F. Passiment, Chairman

ATTEST

Sarah Brock
Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

ITEM TITLE:
<i>Ordinance</i>
MEETING NAME AND DATE:
County Council February 8, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i><5 minutes</i>
ITEM BACKGROUND:
<i>Council has extended the state of emergency since last March.</i>
PROJECT / ITEM NARRATIVE:
It is needed to enact another emergency ordinance regarding the state of emergency surrounding COVID-19.
FISCAL IMPACT:
<i>n/a</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend adoption
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny State of Emergency Ordinance"</i>

EMERGENCY ORDINANCE No. 2021 / 01
EXTENDING THE STATE OF EMERGENCY IN BEAUFORT COUNTY

WHEREAS, on March 16, 2020 County Council adopted emergency Ordinance No. 2020-01, declaring a state of emergency existed due to the effects of the COVID-19 coronavirus; and

WHEREAS, since that time certain steps have been taken to protect public health and safety in accord with the authority vested in the County Council and following the orders of the Governor as well; and

WHEREAS, while those protective and preventative effects have succeeded in limiting the dangers of the COVID-19 virus, the dangers have not passed and ongoing protective and preventative measures are still necessary in the County; and

WHEREAS, the County has taken, and must continue to take, any and all necessary and appropriate actions in confronting and coping with the significant public health threats and other impacts associated with the 2019 Novel Coronavirus (“COVID-19”), which now present different, additional, and evolving emergency conditions and circumstances; and

WHEREAS, from time to time council has adopted ordinances extending the state of emergency, requiring the wearing of face coverings because of the emergency and other matters related thereto; and

WHEREAS, the state of emergency has continued to exist, uninterrupted, following the extensions of the state of emergency; and

NOW, THEREFORE, Beaufort County Council hereby finds that a state of emergency currently exists and has continued to exist, uninterrupted, as evidenced by existing conditions and the Governor’s extended declaration of a state of emergency for South Carolina with regard to the effects of the COVID-19 virus, thus necessitating the extension of the effective date of ordinance 2020-01 for a period as provided by law;

IT IS SO ORDERED that the terms of emergency ordinance 2020-01 are hereby continued to be in full force and effect for an additional (60) sixty days, expiring on the sixty-first day, or unless earlier repealed or further extended. All acts taken during the intervening time period from the last extension and in accord with the state of emergency are hereby ratified and have full force and effect. This ordinance shall take effect February 13, 2021.

ORDERED in meeting duly assembled this 8th day of February, 2021

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

ITEM TITLE:

Ordinance for Refunding of Bonds

MEETING NAME AND DATE:

Finance Committee, 01/19/2021

PRESENTER INFORMATION:

Whitney Richland, Chief Financial Officer

10 Minutes

ITEM BACKGROUND:

Staff is purposing an Ordinance to Refund Bonds, Series 2021 in a principal amount not to exceed \$13,500,000.

PROJECT / ITEM NARRATIVE:

The proceeds for the 2021 Bond in the amount not to exceed \$13,500,000 will be used to refund the 2011 Bonds and the 2012E Bonds. Staff has discussed the potential cost savings of the refund with Bond Counsel and the related savings with current market rates is approximately \$2 million.

FISCAL IMPACT:

The potential savings are approximately \$2 million. The amount of the bond is not to exceed \$13,500,000.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends that the Finance Committee approve the Ordinance.

OPTIONS FOR COUNCIL MOTION:

Motion for the Committee to approve the Ordinance or Motion to deny the Ordinance.

Move forward to Council for First Reading/Approval/Adoption on 01/25/2021.

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$13,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Beaufort County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the S.C. Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State of South Carolina (the "State") may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) In a referendum (the "Referendum") held in the County on November 7, 2006, the following question was submitted to the qualified electors of the County:

Shall the County be empowered to issue, either at one time as a single issue or from time to time as several separate issues, general obligation bonds of the County in the aggregate principal amount not to exceed \$50,000,000, the proceeds of which shall be used for the purpose of defraying the costs of the County Rural and Critical Land Preservation Program which preserves land by purchasing open land, development rights and conversation easements in all areas of Beaufort County, in order to alleviate traffic congestion in high growth areas and to protect water quality, natural lands, wildlife areas, farmland, parkland, coastal areas, rivers and wetlands, legal fees and costs of issuance of such bonds, provided

that all expenditures shall be prioritized based upon the official criteria and ranking system established for the County and subject to annual audit?

The Referendum was duly conducted and a majority of the qualified electors of the County voted in favor of the issuance of the general obligation bonds.

(f) The assessed value of all the taxable property in the County as of June 30, 2019, is \$1,934,462,170. Eight percent of the assessed value is \$154,756,973. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$101,517,127 which includes the Series 2011 Bonds (defined below) to be refunded. Thus, the County may incur not exceeding \$53,239,846 of additional general obligation debt within its applicable debt limitation.

(g) Pursuant to the Constitution, statutory authorizations, the Referendum and Ordinance No. 2011/38 enacted by the County Council on December 5, 2011 (the “2011 Ordinance”), the County issued its original principal amount \$10,000,000 General Obligation Bonds, Series 2011, dated December 28, 2011 (the “Series 2011 Bonds”).

(h) Pursuant to the Constitution, statutory authorizations, and Ordinance No. 2012/3 enacted by the County Council on February 27, 2012 (the “2012 Ordinance”), the County issued its original principal amount \$6,000,000 General Obligation Bonds, Series 2012E, dated October 11, 2012 (the “Series 2012 Bonds”).

(i) The Series 2011 Bonds are currently outstanding in the principal amount of \$8,090,000, which includes the March 1, 2021, maturity in the amount of \$270,000, which will not be refunded. The Series 2011 Bonds maturing on or after March 1, 2022, shall be subject to redemption at the option of the County on or after March 1, 2021, as a whole or in part at any time, in such order of redemption as the County may determine, at par plus accrued interest to the date fixed for redemption. The 2012 Bond is currently outstanding in the principal amount of \$5,357,658.90, and is prepayable at any time, in whole or in part, without penalty.

(j) Sections 11-21-10 to 11-21-80 of the S.C. Code empower any “public agency” to utilize the provisions of Article 5, Chapter 15, Title 11 (the “Refunding Act”) of the S.C. Code to effect the refunding of any outstanding general obligation bonds.

(k) Based on current market conditions and projected savings, the County Council finds that it is in the best interest of the County to effect a refunding of all or a portion of the outstanding Series 2011 Bonds and the Series 2012 Bond (the “Bonds to be Refunded”) because a savings can be effected through the refunding of such Bonds to be Refunded. The County Council recognizes, however, that current market conditions may change and that, as of the date of enactment of this Ordinance, a determination cannot be made as to the amount of such savings, if any, realized through the refunding of the Bonds to be Refunded and that certain authority relating to such refunding is delegated to the County Administrator and/or his lawfully-authorized designee through this Ordinance. Because the Refunding Act requires that refunding bonds be sold at public sale, there can be no assurance that market conditions at the time of such sale will be similar to the prevailing rates on the date of the enactment of this Ordinance. If the rates of interest on the refunding bonds authorized by this Ordinance do not result in satisfactory debt service savings, the County Council, through the authority delegated to the County Administrator and/or his lawfully-authorized designee, will be empowered to reject bids for the purchase of the refunding bonds.

(l) Pursuant to Ordinance No. 2012/10 adopted on August 13, 2012, the County Council adopted Written Procedures related to Tax-Exempt Debt.

(m) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$13,500,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$13,500,000 aggregate principal amount of general obligation refunding bonds of the County to be designated “\$13,500,000 (or such lesser amount issued) General Obligation Refunding Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”), for the purposes set forth in Section 1(m) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees. The Bonds will be issued in one or more series, each with an appropriate series designation.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the 2011 Ordinance and the 2012 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due.

Upon the delivery of the Bonds, the principal proceeds thereof, less issuance expenses, may be deposited with an escrow agent to be named (the “Escrow Agent”) and held by it under a written refunding trust agreement between the Escrow Agent and the County (the “Refunding Trust Agreement”) in an irrevocable trust account or said proceeds may be deposited with the Paying Agent for the Bonds to be Refunded, as determined by the County Administrator.

The County Administrator and/or his lawfully-authorized designee are hereby authorized and directed for and on behalf of the County to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Ordinance, including the execution and delivery of a Refunding Trust Agreement or Escrow Deposit Agreement, if required.

The Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank, Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bonds; (e) determine whether all of a portion of the Bonds should be sold together and whether all or a portion of the Bonds should be sold with all or a portion of not exceeding \$51,000,000 authorized in 2016 but not issued; (f) determine the date and time of sale of the Bonds; (g) receive bids on behalf of the County Council; and (h) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in The Island Packet and The Beaufort Gazette, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the S.C. Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the S.C. Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Book-Entry System. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Escrow Agent pursuant to the terms of the Refunding Trust Agreement. The remaining proceeds, if any, shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 21. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and Hilltop Securities, as financial advisor, in connection with the issuance of the Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF BEAUFORT
 GENERAL OBLIGATION REFUNDING BOND, SERIES 2021

No. R-

<u>INTEREST</u>	<u>MATURITY</u>	<u>ORIGINAL</u>	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of Regions Bank in Atlanta, Georgia (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently Regions Bank in Atlanta, Georgia (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to Article X of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"); Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapters 15, 21 and 27, Code of Laws of South Carolina 1976, as amended;; and Ordinance No. _____ duly enacted by the County Council on _____, 2021.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of

County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

as Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian
(Cust.) (Minor)

JT TEN - As joint tenants
with right of
survivorship and
not as tenants in
common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program ("STAMP") or similar
program.

NOTICE: The
signature to this agreement
this agreement
must correspond with the
name of the
registered holder as it appears
upon the face of
the within Bond in every
particular,
without alteration or enlargement
or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, approving the issue of Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

EXHIBIT B

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), Large Meeting Room, Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina, at 6:30 p.m. on _____, 2020.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$ _____ (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) refunding all or a portion of the County's outstanding original principal amount \$10,000,000 General Obligation Bonds, Series 2011 and all or a portion of the County's outstanding original principal amount \$6,000,000 General Obligation Bonds, Series 2012E; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

EXHIBIT C

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on _____, 2021, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$_____; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance").

The proceeds of the bonds will be used for the following purposes: (i) refunding all or a portion of the County's outstanding original principal amount \$10,000,000 General Obligation Bonds, Series 2011 and all or a portion of the County's outstanding original principal amount \$6,000,000 General Obligation Bonds, Series 2012E; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

EXHIBIT D

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE
 \$_____ * GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021
 BEAUFORT COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN electronic bids only will be received on behalf of Beaufort County, South Carolina (the "County") until 11:00 a.m., South Carolina time, on _____, _____, 2021, for the purchase of \$_____ * General Obligation Refunding Bonds, Series 2021, of the County (the "Bonds").

THE SALE MAY BE CANCELLED OR POSTPONED OR ANY OTHER PROVISION OF THIS OFFICIAL NOTICE OF SALE MAY BE AMENDED BY THE COUNTY UPON NO LESS THAN _____ HOURS PRIOR NOTICE COMMUNICATED THROUGH THOMSON MUNICIPAL MARKET MONITOR. IF SUCH A POSTPONEMENT, CHANGE OR AMENDMENT OCCURS, BIDS WILL BE RECEIVED IN ACCORDANCE WITH THIS OFFICIAL NOTICE OF SALE, AS MODIFIED BY SUCH NOTICE.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849- 5021.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, until the Bonds mature, commencing September 1, 2021. The Bonds will be dated their date of delivery, and will mature serially in successive annual installments on March 1 in each of the years and in the principal amounts as shown below:

(March 1)	Principal	(March 1)	Principal
<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>

*Preliminary, subject to adjustment

Adjustment of Maturity Schedule: The schedule of maturities set forth above (the "Maturity Schedule") represents an estimate of the principal amounts and maturities of the bonds which will be sold. If, after final computation of the bids, the County determines that the maturities of the Bonds should be adjusted in order to maintain structured debt service on all of its outstanding bonds, the County reserves the right either to increase or decrease the principal amount of any maturity of the Bonds and to decrease or increase the par amount of the Bonds (all calculations to be rounded to the near \$5,000), provided that any such decrease in par amount shall not exceed 15% of the par amount in the aggregate. If increased, the par amount of the Bonds shall not exceed the total amount of Bonds authorized to be issued.

In the event of any such adjustment of the Maturity Schedule for the Bonds as described herein, no rebidding or recalculation of the bids submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

Redemption Provisions: The Bonds maturing prior to March 1, _____ shall not be subject to redemption prior to their stated maturities. The Bonds maturing on and after March 1, _____ shall be subject to redemption at the option of the County on or after March 1, _____, as a whole or in part at any time, in such order of redemption as the County may determine, at par, plus accrued interest to the date fixed for redemption.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

Registrar/Paying Agent: Regions Bank, Atlanta, Georgia will serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1%. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds or a bid at a price less than par will not be considered.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Security: For the payment of the principal of and interest on the Bonds, as they respectively mature, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

CUSIP Numbers: CUSIP identification numbers and CUSIP Service Bureau charges for assignment of the numbers will be the responsibility of the successful bidder and should be provided to the County within five (5) days of being selected as the winning bidder, but any delay, error or omission with respect thereto shall not constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. The successful bidder shall also be responsible for securing DTC eligibility.

Financial Advisor: Hilltop Securities Inc. (“Hilltop”) is acting as Financial Advisor (the “Financial Advisor”) to the County in connection with the issuance of the Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop, in its capacity as Financial Advisor, has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies or rating agencies.

Delivery: The Bonds will be delivered on or about _____, 2021, through DTC in New York, New York, at the expense of the County. The balance of the purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at <http://i-dealprospectus.com>. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County’s Bond Counsel, Francenia B. Heizer, Esquire, Burr & Forman LLP, telephone (803) 799-9800, e-mail: fheizer@burr.com or with the County’s Financial Advisor, Chad Cowan, Director, Hilltop Securities, telephone (704) 654-3454; e-mail: chad.cowan@hilltopsecurities.com.

BEAUFORT COUNTY, SOUTH CAROLINA

EXHIBIT E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$_____ General Obligation Refunding Bonds, Series 2021, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to ordinances adopted by the County Council of the County (the “Ordinances”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders of the Bonds and in order to assist the Participating Underwriter (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2022, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Repository, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the County;
- (d) Assessed Value of Taxable Property in the County;
- (e) Tax rates for the County;
- (f) Tax collections for the County; and
- (g) Ten largest taxpayers (including fee-in-lieu-of-tax) for the County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available

from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”) with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders;
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying

event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinances, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The provisions of this Section 11 shall apply if the County is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriter, and holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2021

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina

Name of Issue: \$_____ General Obligation Refunding Bonds, Series 2021,
Beaufort County, South Carolina

Date of Issuance: _____, 2021

NOTICE IS HEREBY GIVEN that Beaufort County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

BEAUFORT COUNTY, SOUTH CAROLINA

2020/2021 ATAX APPLICATIONS

12/21/2020

Organization	Event/Project	Amount Requested	Received Last Year	Amount Rec'd #1	Amount Rec'd #2	Total Received	% of Ask	Name	Notes
1 Friends of Hunting Island	Winter Market Research Study	\$ 7,600	\$ 5,000	\$ -		\$ -	0.0%	Carol Corbin	Has the money/Withdrew
2 Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2020-2021	\$ 200,000	\$ 120,000	\$ 120,000	\$ 109,300	\$ 229,300	114.7%	Robb Wells	Social Media/Cultural mrktg replacing Black Chamber
3 Historic Bluffton Foundation	Operation of the Heyward House Museum and Welcome Center	\$ 17,000	\$ 10,000	\$ 10,000	\$ 7,000	\$ 17,000	100.0%	Katie Epps	Ops
4 Lean Ensemble Theater	Lean Ensemble Theater Marketing	\$ 6,000	\$ 1,000	\$ -	\$ 1,500	\$ 1,500	25.0%	Blake White	Spectrum
5 Friends of the Spanish Moss Trail	Spanish Moss Trail Visitor Marketing Video	\$ 5,950	\$ 5,000	\$ 2,000	\$ -	\$ 2,000	33.6%	Sissy Perryman	Video
11 Historic Mitchelville Freedom Park	Holiday Tree Lighting, Freedom Day, Marketing and Site Prep / Design for Juneteenth Celebration	\$ 45,000	\$ 20,000	\$ 5,000	\$ 15,000	\$ 20,000	44.4%	Ahmed Ward	Outbound digital marketing-Juneteenth + Social Media
6 Beaufort Film Society	Beaufort International Film Festival (15th)	\$ 20,000	\$ 15,000	\$ 20,000	\$ -	\$ 20,000	100.0%	Ron Tucker	
7 Beaufort County Solid Waste & Recycling Department	Don't Take a Vacation from Recycling Campaign	\$ 44,425	\$ -	\$ -	\$ -	\$ -	0.0%	Ashley Jenkins	
8 Penn Center Inc.	Penn Center & Heritage Days Celebration Operations & Marketing	\$ 60,000	\$ 31,500	\$ -	\$ -	\$ -	0.0%	Deloris Pringle	\$31.5 from previous year is unspent
9 Coastal Discovery Museum	Cultural & EcoTourism Program	\$ 32,000	\$ 20,000	\$ 15,000	\$ -	\$ 15,000	46.9%	Natalie Hefter	Mrktg/Dev
10 SC Lowcountry & Resort Islands Tourism Commission	Promotion of Beaufort County & the Lowcountry	\$ 29,700	\$ 40,000	\$ 29,700	\$ 10,300	\$ 40,000	134.7%	Pearch Morrison	Cut request 40% due to expectations: we restored most of that
12 Hilton Head Choral Society	Marketing for Tourist/Visitor Development	\$ 4,000	\$ 1,500	\$ -	\$ -	\$ -	0.0%	Margie Lechowicz	
13 Arts Center of Coastal Carolina	Tourism Marketing of the Unincorporated Areas of Beaufort County	\$ 9,000	\$ 3,500	\$ 2,000	\$ 2,000	\$ 4,000	44.4%	Linda Bloom	
Community Foundation of the Lowcountry /	Restore and Add Stokes Freedman's Cottage to the Reconstruction Era National Historical Park Network	\$ 179,443	\$ -	\$ -	\$ -	\$ -	0.0%	Billy Keyserling	Withdrew app
14 Reconstruction Beaufort	Repair and Add Grand Army of the Republic Hall to the Reconstruction National Historical Park Network	\$ 96,263	\$ -	\$ -	\$ -	\$ -	0.0%	Elijah Washington	Withdrew app
15 Sons of Union Veterans of the Civil War of Beaufort SC	Restore and Add Brick Church Cottage to the Reconstruction Era National Historical Park Network	\$ 326,790	\$ -	\$ -	\$ -	\$ -	0.0%	Reverend Abraham Murray	Withdrew app
25 Brick Baptist Church	Reconstruction Era National Historical Park Network	\$ 326,790	\$ -	\$ -	\$ -	\$ -	0.0%	Reverend Abraham Murray	Withdrew app
16 Hilton Head Hospitality Association	Hilton Head Wine and Food Festival	\$ 10,000	\$ 6,000	\$ 5,300	\$ 4,700	\$ 10,000	100.0%	Jeff Gerber	
17 The Original Gullah Festival of South Carolina, Inc.	The Gullah Festival	\$ 15,000	\$ 35,000	\$ -	\$ -	\$ -	0.0%	Thomas Hicks	No show for interview
18 Historic Port Royal Foundation	Historic Port Royal Exhibition Displays	\$ 10,000	\$ -	\$ -	\$ 5,950	\$ 5,950	59.5%	Deborah S. Johnson	
19 First Tee - The Lowcountry	Concierge Informational Event	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	0.0%	Pat Zuk	
20 Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing/Events	\$ 135,000	\$ 64,000	\$ 32,000	\$ -	\$ 32,000	23.7%	Kevin Holman	
21 NIBCAA	Hilton Head Island Gullah Celebration	\$ 42,400	\$ 23,000	\$ 15,000	\$ 5,000	\$ 20,000	47.2%	Courtney Young	SM/Media-Out of local market only
22 Lowcountry Golf Course Owners Association	Golf Tourism Broadcast Golf Channel TV Campaign	\$ 20,000	\$ 8,000	\$ -	\$ 7,500	\$ 7,500	37.5%	Barry Fleming	
23 Beaufort Area Hospitality Association	Northern Beaufort Visitors Map	\$ 15,000	\$ -	\$ 10,000	\$ 5,000	\$ 15,000	100.0%	Ashlee Houck	
24 Gullah Museum Hilton Head Island	Permanent Exhibit/Renovation Project	\$ 25,000	\$ -	\$ -	\$ -	\$ -	0.0%	Natahia Aiken	
26 Daufuskie Marsh Tacky Society	2nd Annual Daufuskie Marsh Tacky Rally	\$ 10,500	\$ -	\$ -	\$ 10,500	\$ 10,500	100.0%	Erica Veit	Start up
27 Port Royal Sound Foundation (PRSF)	Exhibit and Signage Renovation at the Maritime Center	\$ 56,750	\$ 26,500	\$ 26,000	\$ 24,250	\$ 50,250	88.5%	Jennifer E. Jenkins	
TOTAL:		\$ 1,254,671	\$ 379,000	\$ 292,000	\$ 208,000	\$ 500,000	39.9%		
AMOUNT AVAILABLE:		\$ 260,000							
Amount Remaining:		\$ (32,000)							
Total Available #2:		\$ 240,000							
Amount Remaining #2:		\$ 32,000							

NOTE: Please see attached document to note the Board's intentions for the allocation for the Beaufort County Black Chamber of Commerce

ORDINANCE 2021/____

AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2%
ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO

WHEREAS, County Council is authorized to utilize State 2% Accommodations Tax ("A-Tax") Funds to promote tourism and enlarge the economic benefits of tourism through advertising, promotion, construction and maintenance of access and access to nearby roads for civic, cultural recreational or historic facilities; and

WHEREAS, S.C. Code Ann. §6-4-10(4)(b) expressly authorizes a county which has a high concentration of tourism activity to use state accommodations tax funds "to provide additional county and municipal services including, but not limited to, law enforcement [and] traffic control" as may be necessary for tourism related activities; and

WHEREAS, Beaufort County ("County") initiated a formal grant application process, and accepted applications from local entities to receive grant funds from the state A-Tax; and

WHEREAS, applications were received, reviewed and scored by the state accommodations tax advisory board, which has made award recommendations to County Council for approval and appropriation of funds; and

WHEREAS, County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide the recommended funds to local entities and projects as set forth in the attached "Exhibit A" which is incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that appropriations shall be made in the form of grant awards to local entities from Beaufort County's state A-Tax Funds as set forth in the attached Exhibit A.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Jr.

ATTEST:

Sarah Brock, Clerk to Council

Chronology:

Third and Final Reading: _____

Public Hearing: _____ Second Reading: _____

First Reading: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 14.

ITEM TITLE:

Ordinance to enter into a Lease Agreement with the Town of Port Royal for maintenance of Fort Frederick Heritage Preserve

**This item is time sensitive due to the impending opening of the park property.*

MEETING NAME AND DATE:

County Council, January 11, 2021 – 1st reading

County Council, January 25, 2021 – 2nd reading

County Council, February 8, 2021 – Public Hearing and 3rd reading

PRESENTER INFORMATION:

Stefanie M. Nagid, Passive Parks Manager

10 minutes

ITEM BACKGROUND:

County Council approved a License Agreement and Lease and Management Agreement between the County and SC DNR on May 13, 2019

County Council approved RCLP funding for the park construction on May 28, 2019

County Council approved 2017 GO Bond funding for the park construction on November 18, 2019

County Council approved an Access Easement between the County and SC DNR on January 27, 2020

PROJECT / ITEM NARRATIVE:

Construction of the landside park improvements at Fort Frederick Heritage Preserve are anticipated to be completed by January 31, 2021. The County Passive Parks Manager and the Town of Port Royal Town Manager would like to enter into a lease agreement prior to the opening of the park whereby the Town of Port Royal will provide routine minor maintenance of the property and the County will provide periodic major maintenance of the property, as specified in the attached agreement. The County and Town staff agree to the lease terms as written.

FISCAL IMPACT:

No funding impact

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommend approval of the Lease Agreement as written

OPTIONS FOR COUNCIL MOTION:

Motion to approve the lease agreement as written between Beaufort County and the Town of Port Royal for maintenance of the Fort Frederick Heritage Preserve.

ORDINANCE 2021 / ____**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A THIRTY (30) YEAR LEASE AGREEMENT WITH THE TOWN OF PORT ROYAL FOR FORT FREDERICK HERITAGE PRESERVE**

WHEREAS, Beaufort County (“County”) owns two parcels located in the Town of Port Royal, South Carolina known as Fort Frederick Heritage Preserve identified as parcel numbers R110 011 000 0155 0000 and R110 009 000 142I 0000; and

WHEREAS, South Carolina Department of Natural Resources (“DNR”) owns a parcel located in the Town of Port Royal, South Carolina known as Fort Frederick Heritage Preserve identified as parcel number R110 009 000 0211 0000; and

WHEREAS, the County and DNR have entered into long-term Access, License and Lease and Management Agreements on Fort Frederick Heritage Preserve (“Property”) that allow for public access and passive recreation on the Property; and

WHEREAS, on May 28, 2019 and November 18, 2019 the County Council approved funding for the planning and construction of public access and passive recreation improvements on the Property; and

WHEREAS, The County and the Town of Port Royal will enter into a lease agreement for the use, management, and maintenance of the Property for an initial term of thirty (30) years, with automatic annual renewals, beginning February 8, 2021; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to enter into the lease of Fort Frederick Heritage Preserve upon such terms and conditions expressed and incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the Interim County Administrator is hereby authorized to execute a thirty (30) year lease agreement with the Town of Port Royal for the use, management, and maintenance of Fort Frederick Heritage Preserve, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

LEASE AGREEMENT
FORT FREDERICK HERITAGE PRESERVE

This Lease Agreement is entered into this _____, day of _____, 2021, by and between Beaufort County ("Lessor") and the Town of Port Royal, a South Carolina Municipal Corporation ("Lessee");

WHEREAS, Lessor acquired the properties R110 011 000 0155 0000 and R110 009 000 142I 0000 ("Property") located in the Town of Port Royal, and more fully described on Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book 2220 at Page 2381 and Deed Book 3245 at Page 374, respectively; and

WHEREAS, Lessor entered into long-term License, Lease and Management Agreements ("Agreements") on the Property with the South Carolina Department of Natural Resources (DNR) on August 28, 2019, attached hereto as Exhibit B; and

WHEREAS, the Lessor and Lessee wish to enter into this Agreement, which is subject to all terms and conditions of the DNR Agreements set forth herein, to provide for the maintenance and operation of the Property; and

WHEREAS, restrictions and limitations imposed by the Property's DNR Agreements allow the Lessor public access and passive recreation on the Property; and

WHEREAS, Lessee agrees to maintain the condition of the Property, and any assets and facilities that are placed in the park, in the condition that they are in at the time the park is open to the public as specified in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and approved, LESSOR does hereby lease to LESSEE, the Property, as highlighted in Exhibit C attached hereto, under the terms and conditions set forth below:

1. **TERM:** The initial term of this lease shall be thirty (30) years commencing from the date of execution of this Lease Agreement. Thereafter, this Lease Agreement will automatically renew annually, unless terminated as described in Section 11 or by mutual written agreement of the parties.
2. **ASSIGNMENT OR SUB-LEASE:** Lessee shall not assign or sublet the leased premises without the prior written approval of Lessor. This will not prevent Lessee from renting some or all of the Property for special events as discussed in Section 5.
3. **ACCESSIBILITY:** The Property shall be available and open to the public with the park open hours generally being from dawn to dusk Monday through Sunday, as programmed at the entrance gate by the Lessor. There will be no fees for access or for parking and parking shall be limited to park users only during open hours.

4. **IMPROVEMENTS:** Lessor, at their expense, has constructed Phase I improvements on the Property, which generally consist of boundary fencing, entrance gate, monument sign, parking spaces, access road, picnic pavilion, picnic tables, trash receptacles and a small boardwalk. Lessor, at their expense, may construct Phase II improvements on the Property at a future date, which will generally consist of natural play elements near the entrance parking area and a boardwalk, pier, dock and kayak launch near the picnic pavilion area. Lessee shall not build, erect or construct any permanent improvement upon the leased premises without the prior written approval of the Lessor. All improvements shall remain the property of Lessor upon termination of lease.

5. **USE:** Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain, manage and use the leased premises as a public passive park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-passive park purposes (i.e. special event) without thirty (30) days advanced approval request to the Lessor. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be for the Property maintenance, management and operations purposes only (including costs incurred by hosting the event). Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the entire leased premises without the prior written approval of Lessor. It is clearly understood by the Lessee and the Lessor that events like weddings, birthday parties, and other such events will be handled by the Lessor via the Passive Park Facility Rental application and approval process.

6. **MINOR MAINTENANCE:** Lessee agrees, at their expense, to maintain the Property as follows:
 - A. Mowing/weed eating of entrance, around monument sign, along the interior and exterior edges of entrance fencing, park roadside and parking area edges, sidewalks, around picnic pavilion and stormwater detention area on a regular schedule that follows other park properties the Lessee manages and maintains.
 - B. Blowing off the park road and parking area spaces, picnic pavilion, sidewalks and small boardwalk at least weekly or after any mowing event.
 - C. Trash collection and off-Property disposal of the trash receptacles at the entrance parking area and picnic pavilion on a daily basis.
 - D. Power washing the picnic pavilion slab and associated sidewalks at least once a year or as needed due to visitor use.

This Agreement is not applicable to the South Carolina Department of Natural Resources (SC DNR) owned parcel, known as parcel #R110 009 000 0211 0000. SC DNR, at their sole expense, will continue to maintain their parcel grounds, the Fort Frederick ruins and its surrounding grounds.

7. MAJOR MAINTENANCE: Lessor agrees, at their expense, to maintain the Property as follows:

- A. Repairs to the entrance, gate, monument sign, boundary fencing, split rail fencing, park roadway, parking areas, grasspave system, concrete flatwork and curbing, signs, sidewalks, picnic pavilion, picnic tables, trash receptacles, small boardwalk and stormwater structures and facilities, which will include any future elements such as the natural play elements, boardwalk, pier, dock and kayak launch.
- B. Investigate and resolve any tree safety issues as reported by the Lessee and/or the public.

8. REPORTING and CONTACTS: Lessee will inform the Lessor via phone call or email of any vandalism, damage or major maintenance needs within 24 hours of identification.

Lessor Contact:	Lessee Contact:
Stefanie M. Nagid, Passive Parks Mngr	Van Willis, Town Manager
100 Ribaut Rd., Room 115	P.O. Drawer 9
Beaufort, SC 29901	Port Royal, SC 29935
(843) 255-2152	(843) 986-2205
snagid@bcgov.net	vwillis@portroyal.org

9. UTILITIES: The cost of all utilities, assessments and fees shall be the sole responsibility of the Lessor.

10. INSURANCE: The Lessor shall carry and pay the premium for premises liability insurance in the same amount, and of the same nature and type as if it carries and pays for on all other public parks and recreational facilities which it has an ownership interest in.

11. DEFAULT: Failure of Lessee to maintain and use the Property as a public passive park shall constitute default of this Agreement. Upon default has occurred, Lessor shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the Town Manager. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Lessor the right to terminate this Agreement, and the Property shall revert to the Lessor.

In the event of termination, Lessor shall have the right to any funds, improvements, or other non-fixtures on or related to the Property, which is not otherwise titled to the Lessee.

WITNESS our hands and seals this _____ day of _____, 2021.

SIGNED AND SEALED IN THE
PRESENCE OF:

BEAUFORT COUNTY

1ST Witness

BY: _____
Name: Eric Greenway
Title: Interim County Administrator

2nd Witness

THE TOWN OF PORT ROYAL

1st Witness

BY: _____
Name: Van Willis
Title: Town Manager

2nd Witness

STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF BEAUFORT)

Personally appeared before me the undersigned witness and made oath that s/he saw the within named _____, appearing and acting as the _____ of **Beaufort County**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
 Day of _____, 2021

 NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES: _____

STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF BEAUFORT)

Personally appeared before me the undersigned witness and made oath that s/he saw the within named _____, appearing and acting as the _____ of the **Town of Port Royal**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
 Day of _____, 2021

 NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES: _____

Exhibit A**Legal Description**

TMP: R110 011 000 0155 0000

All those certain pieces, parcels or lots of land, situate, lying and being in Port Royal, State of South Carolina and being more particularly described and shown as 2.284 acres on that certain plat entitled "Boundary Survey Prepared for the Trust for Public Land", dated July 6, 2005 and prepared by David S. Youmans, RLS. For a more complete description as to metes, bounds, courses and distance, reference is made to the above reference plat which is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 108 at Page 152.

TMP: R110 009 000 1421 0000

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Port Royal, Beaufort County, State of South Carolina, being shown and designated as Lot 10, Block A, of Old Fort Subdivision on a plat prepared by Niels Christensen, RLS, dated February 19, 1966 and recorded in Plat Book 16 at Page 45 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes and bounds, courses and distances, reference may be had to an individual plat prepared by A. H. Schwacke, III, PLS, dated May 28, 1991 and recorded in Record Book 576 at Page 1700.

Return to the:
 S.C. Department of Natural Resources
 Office of Chief Counsel
 P.O. Box 167
 Columbia, SC 29202

STATE OF SOUTH CAROLINA)	
)	
COUNTY OF BEAUFORT)	ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS That **Beaufort County (the Grantor)**, for and in consideration of the sum of **One Dollar (\$1.00)**, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **South Carolina Department of Natural Resources (the Grantee)**, P.O. Box 167, Columbia, SC 29902-0167, its successors, successors in office, and assigns, a non-exclusive easement, on, over, and across that certain parcel of land owned by the Grantor and identified as Lot 10, Block A, Old Fort Subdivision. Said lot is located in the Town of Port Royal and is shown on the Beaufort County Tax Map as **TMS# R110 009 000 142I 0000**. (Deed reference: Book 3245 at Page 374; Plat reference: Book 16 at Page 45)

The purpose of the easement is to provide access from Old Fort Road, a Town of Port Royal public road, across the Grantor's property identified above, to property owned by the Grantee and which is identified as TMS# R110 009 000 0211 0000.

Terms and Conditions:

1. This instrument grants and conveys access rights only.
2. The easement will be 50 feet in width (25 feet on each side of the center line of a road to be constructed by Beaufort County).
3. The boundaries of the easement will coincide with those of the proposed road's 50 foot right-of-way (the center line of the road also being the center line of the right-of-way).
4. The Grantor, Beaufort County, is responsible for all road repairs and maintenance; Grantee bears no responsibility for road repairs or maintenance.
5. The general public accessing Fort Frederick Heritage Preserve, as an invitee of the Grantee and subject to the any applicable access restrictions, shall also be deemed to have a right of access pursuant to this Access Easement but this Access Easement shall not constitute a dedication of a public roadway.

TO HAVE AND TO HOLD, all and singular, the easement and the rights herein before granted to the Grantee, its successors, successors in office, and assigns forever.

WITNESS the hand and seal of the Grantor this 20th day of June, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY

Sarah W. B.
Witness #1

BY: Ashley M Jacobs

NAME: Ashley M Jacobs

Laura Farrell
Witness #2

Its: County Administrator

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned notary public, do hereby certify that Ashley M. Jacobs,
Beaufort County Administrator, personally appeared before me this day in
the presence of the above-named witnesses and acknowledged the due execution of the foregoing
instrument on behalf of Beaufort County.

Witness my hand and official seal this 20th day of June, 2019.

Cheryl H. Harris
Notary Public for South Carolina

My commission expires: _____

Cheryl H. Harris Notary Public, State of South Carolina My Commission Expires August 24, 2028

DIVISION of Facilities Management
and Property Services
Ashlie Lancaster, Director
1200 Senate Street, 6th Floor
Columbia, SC 29201
803.737-3880
803.737.0592 Fax

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

CERTIFICATE NUMBER: 2019-124-ADMIN DATED: October 1, 2019

(Replacement for Certificate of Acceptance dated August 28, 2019)

Grantor: Beaufort County
100 Ribaut Road
Beaufort, South Carolina 29902

Grantee: South Carolina Department of Natural Resources
1000 Assembly Street
Columbia, South Carolina 29201

General Description of Transaction:

County Location: Beaufort

Acreage: 50-foot access easement for a road to be constructed by Beaufort County. The boundaries of the easement will coincide with those of the proposed road's 50-foot right-of-way. The centerline of the road also being the centerline of the right-of-way.
(Parcel Number R110 011 000 0155 0000)

Purpose/Project: To provide access from Old Fort Road, a Town of Port Royal public road, to SCDNR's Fort Frederick Heritage Preserve.

On August 28, 2019, the South Carolina Department of Administration approved the acceptance of that certain Access Easement from the referenced grantor to the referenced grantee.



Shawn Lavery DeJames, Assistant Director
The South Carolina Department of Administration,
Division of Facilities Management and Property Services



CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

CERTIFICATE NUMBER: 2019-124-ADMIN DATED: August 28, 2019

Grantor: Beaufort County
100 Ribaut Road
Beaufort, South Carolina 29902

Grantee: South Carolina Department of Natural Resources
1000 Assembly Street
Columbia, South Carolina 29201

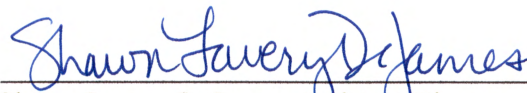
General Description of Transaction:

County Location: Beaufort

Acreage: 50-foot access easement for a road to be constructed by Beaufort County. The boundaries of the easement will coincide with those of the proposed road's 50-foot right-of-way. The centerline of the road also being the centerline of the right-of-way.
(Parcel Number R110 011 000 0155 0000)

Purpose/Project: To provide access from Old Fort Road, a Town of Port Royal public road, to SCDNR's Fort Frederick Heritage Preserve.

On August 28, 2019, the South Carolina Department of Administration approved the acceptance of that certain Access Easement from the referenced grantor to the referenced grantee.



Shawn Lavery DeJames, Assistant Director
The South Carolina Department of Administration,
Division of Facilities Management and Property Services



STATE OF SOUTH CAROLINA)	
)	LICENSE AGREEMENT
COUNTY OF BEAUFORT)	(Temporary Access)

The South Carolina Department of Natural Resources, hereinafter referred to as SCDNR, hereby grants to Beaufort County, a political subdivision of the State of South Carolina, hereinafter referred to as the Licensee, a temporary, non-exclusive license over, across, and upon lands of the SCDNR as identified and conditioned below. This License shall first be effective on the date that the Department of Administration, Division of Facilities Management and Property Services, approves this License as set forth on the signature page.

WHEREAS, SCDNR owns 3.044 acres of real property in Beaufort County generally known as Fort Frederick Heritage Preserve (FFHP) pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1853 on November 18, 1999;

WHEREAS, SCDNR holds title to FFHP, which contains the National Register of Historic Places-listed Fort Frederick, subject to such terms and conditions as were included by the United States in the above referenced deed whereby the property was conveyed to SCDNR;

WHEREAS, the President of the United States did on January 12, 2017 establish the Reconstruction Era National Monument in Beaufort County, which includes FFHP as part of the Camp Saxton unit (82 Fed. Reg. 6167 (Jan. 19, 2017));

WHEREAS, SCDNR did establish FFHP as a Heritage Preserve by dedication pursuant to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-80, and the Dedication Agreement recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1861 on November 18, 1999;

WHEREAS, SCDNR further committed FFHP to the Heritage Trust pursuant to South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-90, and the Trust Easement recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1867 on November 18, 1999;

WHEREAS, the Heritage Trust Act and associated regulations, S.C. Reg. 123-200, *et seq.*, establish restrictions on the use of real property, including limitations on damage to plants and wildlife and use and alteration of landscape; and

WHEREAS, the Licensee is fully informed of the existence of the foregoing instruments and restrictions they contain directly and indirectly through associated laws;

WHEREAS, FFHP contains a primitive boat landing which historically was available for public use prior to site access through the adjacent U.S. Naval Hospital being restricted for security purposes and discontinuation of use by SCDNR;

WHEREAS, the Licensee is eager to restore use of a public boat landing at the FFHP location and is willing to assume responsibility for management of a portion of FFHP and to

undertake the construction and maintenance of a replacement public boat ramp and launching dock on FFHP;

WHEREAS, the Licensee owns a tract of real property in Beaufort County adjacent to FFHP pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 02220 at Page 2381 on August 31, 2005 (TMS# R110-011-000-0155-0000) which was acquired as a conservation tract with funds from the Beaufort County Rural and Critical Land Preservation Program (herein "Buffer Parcel");

WHEREAS, the Licensee intends to utilize the Buffer Parcel as a buffer to FFHP and as a natural-cover supplemental parking area for visitors to FFHP;

WHEREAS, SCDNR is authorized pursuant to S.C. Code Ann. §§ 11-35-4850 & -4860 and 51-17-40(7) & (8) to enter into management agreements and has, by separate instrument, entered into a Lease and Management Agreement with Licensee for a portion of FFHP;

WHEREAS, Licensee is providing management support to SCDNR on FFHP and supplemental protection and public access on the Buffer Parcel that is beneficial to FFHP;

WHEREAS, SCDNR may make limited alterations or allowances for activities on Heritage Trust properties pursuant to S.C. Code § 51-17-90(5) for maintenance, management, and public access to FFHP;

WHEREAS, allowing Licensee to traverse the boundary between FFHP and the Boundary Parcel will not require a change in topography and will be consistent with historic use of FFHP and the management plan; and

WHEREAS, with respect to this License Agreement, the Heritage Trust Advisory Board approved this Agreement on August 4, 2016 and the Board of the Department of Natural Resources approved this Agreement on September 23, 2016.

THIS LICENSE, as conditioned herein, is granted based upon the consideration provided to SCDNR through Licensee's commitments expressed herein and the sum of one dollar.

1. DESCRIPTION OF PREMISES. The premises consist only of the Fort Frederick access road, a gravel access road within the Fort Frederick Heritage Preserve, and the land between the access road and the southern boundary immediately adjacent to Beaufort County Parcel R110 009 000 0211 0000 depicted on **Exhibit A**, attached hereto and incorporated by reference (herein "Premises"). The Premises are only to be utilized for access to the Buffer Parcel by Licensee in support of management activities at FFHP and as otherwise provided herein.

2. AUTHORIZED USE OF PREMISES. Licensee has requested permission from SCDNR to cross over and upon the Premises to: a) facilitate preparation of the Buffer Parcel for utilization as a natural-cover supplemental parking area for visitors to FFHP and b) to maintain the Buffer Parcel for those purposes so long as this License is in effect.

In providing this limited authorization, Licensee may utilize the Premises for ingress/egress solely for these stated purposes. At all times while on the Premises, Licensee must use reasonable care to protect the safety of people, real and personal property and adjacent natural resources. Licensee acknowledges a) the existence of legal access to the Buffer Parcel by means other than coming through FFHP as depicted in the plat recorded in Beaufort County Plat Book 108 at Page 152; b) that this License shall not be construed to grant any real property interest, in whole or part, in any part of FFHP; c) that this License does not authorize the Licensee to impair SCDNR's title in any way; and d) that this License is not intended as any form of permanent dedication for public access. This License is granted pursuant to S.C. Code Ann. §§ 11-35-4850, 50-11-2200, and 51-17-40(7) & (8).

3. TERM. This License is granted for a term beginning, August 28, 2019, and ending on August 27, 2059, subject to the terms of paragraph 10. Notwithstanding the foregoing fixed term, this License shall automatically terminate if a) the August 28, 2019 Lease and Management Agreement between SCDNR and Licensee is terminated for any reason or b) Licensee discontinues public access to the Buffer Parcel in support of FFHP visitors. The period during which Licensee may access the Premises is twenty-four (24) hours a day, seven days a week except for temporary closures when acts of God or nature render use of the FFHP boat ramp unsafe or when otherwise directed by SCDNR.

4. NOTICES. All notices to be given pursuant to this License shall be addressed, if to SCDNR: Director, South Carolina Department of Natural Resources, Post Office Box 167, Columbia, South Carolina 29202, and if to the Licensee: Beaufort County Administrator, Beaufort County, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given when properly posted with the United States Postal Service.

5. AUTHORIZED REPRESENTATIVES INCLUDED. Except as otherwise specifically provided, any reference herein to "SCDNR" shall include its duly authorized representatives, including the Site Manager. Any reference to "Licensee" shall include only those duly authorized representatives of the Licensee who shall be bound by the terms and conditions of this License.

6. OBSERVATION BY SCDNR SITE MANAGER. The use of the Premises shall be subject to observation by the SCDNR Site Manager. Monitoring of the Licensee shall be a discretionary action for the SCDNR Site Manager and SCDNR assumes no liability for the safety of Licensee's acts or omissions. SCDNR reserves the right to terminate this License based upon the observations of the SCDNR Site Manager. The initial Site Manager for the Premises is Brian Long (LongB@dnr.sc.gov / (803) 609-7057).

7. APPLICABLE LAWS, REGULATIONS AND CONDITIONS. The Licensee shall be bound by the following:

- a. The Licensee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located. Furthermore, Licensee acknowledges that all lands owned by SCDNR are protected under S.C. Code Ann. § 50-11-2200, *et seq.* and S.C. Reg. 123-300, *et seq.* Unless clearly authorized under this instrument, Licensee is otherwise subject to these standard limitations. Licensee also

acknowledges that the Premises are subject to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-10, *et seq.*, the Dedication Agreement and Trust Easement. Licensee will ensure that anyone acting on its behalf under this instrument is aware of and complies with or otherwise does not violate these relevant laws and restrictions.

- b. This License is only valid for the use of the specified Premises and does not provide for the special use of other SCDNR property, buildings, or facilities.
- c. This License is subject to the dominant rights of SCDNR to improve, use, and maintain the Premises and use of the Premises by Licensee must minimize interference with SCDNR's use and management.
- d. No materials or equipment may be stored or disposed anywhere on SCDNR property without written permission of the SCDNR Site Manager.
- e. Licensee will not utilize the Premises during weather conditions that are likely to unduly damage the Premises.
- f. The exercise of the privileges herein granted to Licensee shall be without cost or expense to the State of South Carolina, including the SCDNR.
- g. This License may not be assigned by Licensee without prior written approval of the SCDNR and Department of Administration.

8. CONDITION OF THE PREMISES. The Licensee acknowledges that s/he has inspected the Premises, knows its condition, and understands that access and use of the Premises is granted without any representation or warranties whatsoever and without any obligation on the part of the SCDNR.

9. PROTECTION AND RESTORATION OF PROPERTY. While utilizing the Premises, Licensee shall be obligated to maintain the usefulness of the Premises for SCDNR and the general public. Additionally, the Licensee shall exercise due diligence in the protection of SCDNR's property - including and adjacent to the Premises - against fire or damage from any and all other causes and shall be responsible for any damage that may be caused to the property of SCDNR by the acts or omissions of the Licensee (or anyone acting on behalf of or under Licensee) under this License. Any such damage shall be promptly repaired by Licensee at Licensee's expense to a condition satisfactory to SCDNR. Furthermore, prior to or within thirty days following termination of this License, Licensee shall restore the Premises to a condition satisfactory to SCDNR.

10. SUSPENSION AND TERMINATION. This License may be suspended temporarily by the SCDNR Site Manager in order to conduct SCDNR activities on the Premises, for public necessity, to ensure that the condition of the Premises is not unduly damaged, and/or to compel compliance with this License. This License may be terminated by the SCDNR at will and at any time by delivery of written notice or immediately upon in-person verbal notice to Licensee by the SCDNR Site Manager or his/her superiors. Paragraph 14 of this License shall survive for a period of five years following termination of this License.

11. NATURAL RESOURCES. The Licensee shall cut no timber, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises.

12. HISTORIC PRESERVATION. The Licensee shall not remove or disturb or cause or permit to be removed or disturbed any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Licensee shall immediately notify the Site Manager and protect the site and material from further disturbance until the Site Manager gives clearance to proceed.

13. LICENSEE REPRESENTATIONS AND WARRANTIES. As to any vehicle or equipment under the control of Licensee and traveling upon the Premises, Licensee represents and warrants that each vehicle and equipment travelling upon the Premises is properly maintained and possesses all necessary safety features and equipment for safe operation upon public roadways. Licensee further represents and warrants that all drivers/operators of vehicles and equipment utilized upon the Premises are properly trained and supervised to ensure safe operation.

14. ACKNOWLEDGEMENT AND RELEASE. This License is effective only insofar as the rights of the State of South Carolina, including the SCDNR, in the Premises are concerned, and the Licensee shall obtain any permit or license which may be required by federal, state, or local statute in connection with the use of the Premises. Licensee expressly accepts responsibility for his/her acts, errors, and omissions and releases the State of South Carolina, including SCDNR, from all claims and damages associated with this License or the activities anticipated thereunder.

15. INSURANCE. Prior to entering the Premises under this License, Licensee shall have and maintain full liability coverage with the South Carolina Insurance Reserve Fund. Such insurance coverage shall be maintained and effective for the period during which this License is valid.

16. COMPLETE AGREEMENT. This License contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such agreement is in writing and signed by all parties.

17. GOVERNING LAW. This License shall be governed by and construed pursuant to the laws of the State of South Carolina.

The SCDNR and Licensee hereby agree to be bound by these terms and have entered into this License Agreement this 25th day of June 2019.

SOUTH CAROLINA DEPARTMENT OF
NATURAL RESOURCES

By: 
Robert H. Boyles, Jr., Interim Director

5

BEAUFORT COUNTY

By: Ashley M JacobsName: Ashley M JacobsTitle: County Administrator

This License is approved in accordance with the S.C. Code § 1-11-65 by the Department of Administration, Division of Facilities Management and Property Services this 28th day of August, 2019.

By: Ashlie N. Lancaster

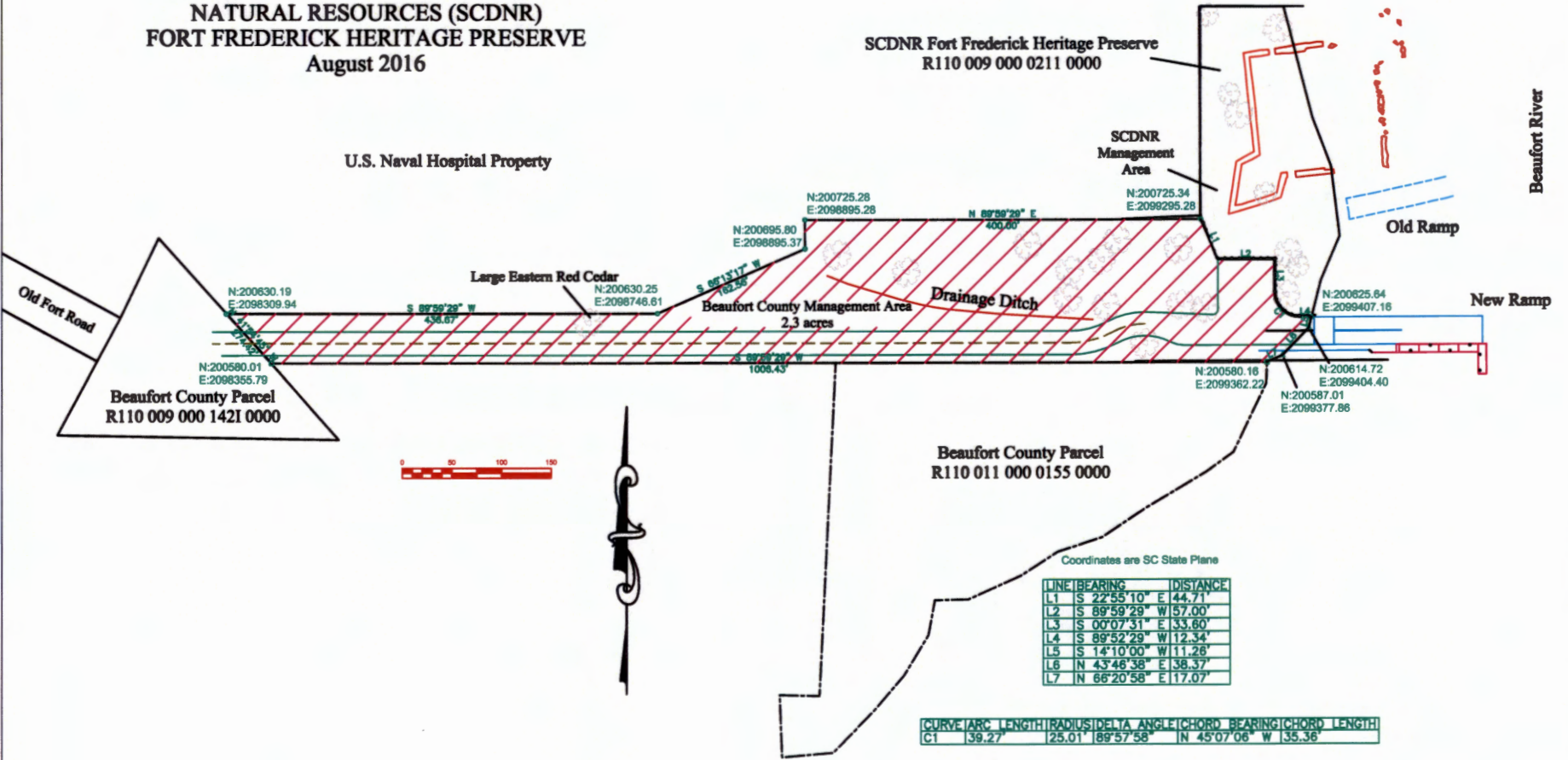
Ashlie N. Lancaster, Director
Division of Facilities Management and Property
Services Department of Administration

(SCDNR 96-0001(A))

Exhibit A

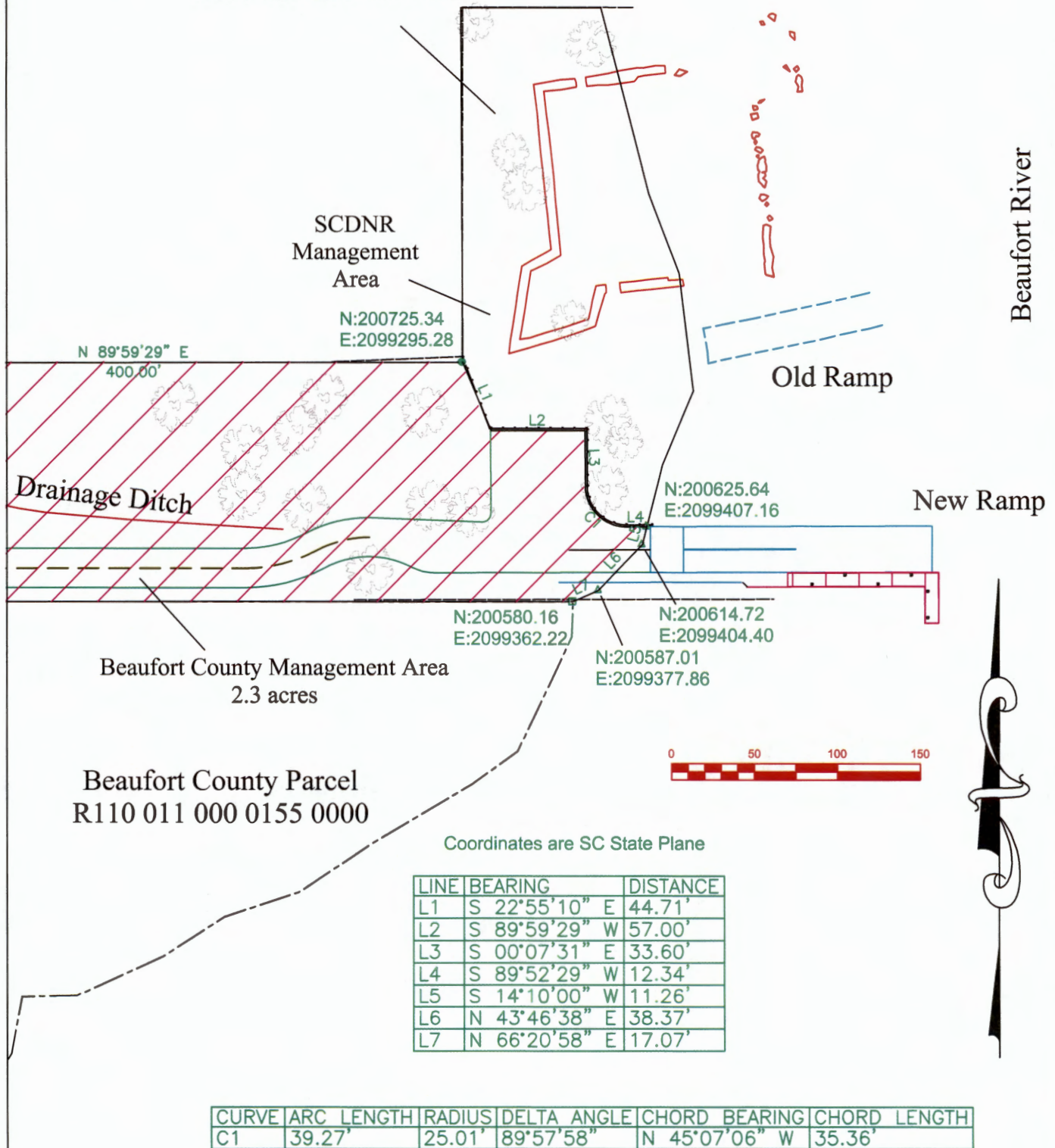
Fort Frederick Heritage Preserve
License Agreement

SOUTH CAROLINA DEPARTMENT OF
NATURAL RESOURCES (SCDNR)
FORT FREDERICK HERITAGE PRESERVE
August 2016



22

SCDNR Fort Frederick Heritage Preserve
R110 009 000 0211 0000



STATE OF SOUTH CAROLINA)	LEASE AND MANAGEMENT
)	AGREEMENT
BEAUFORT COUNTY)	

This Lease and Management Agreement, referred to hereinafter as the "Agreement", is made and entered into this 20th day of August, 2019 by and between the South Carolina Department of Natural Resources, an agency of the State of South Carolina referred to hereinafter as the "Department", and Beaufort County, a political subdivision of the State of South Carolina, referred to hereinafter as the "County".

The Department is authorized pursuant to S.C. Code Ann. §§1-11-55, -56 & -65 and 50-3-100 to enter into this agreement subject to the terms and conditions contained herein. However, this Agreement is not effective until executed by both Department and County and upon approval by the South Carolina Department of Administration.

WHEREAS, the Department owns 3.044 acres of real property in Beaufort County generally known as Fort Frederick Heritage Preserve (FFHP) pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1853 on November 18, 1999;

WHEREAS, the Department holds title to FFHP, which contains the National Register of Historic Places-listed Fort Frederick, subject to such terms and conditions as were included by the United States in the above referenced deed whereby the property was conveyed to the Department;

WHEREAS, the President of the United States did on January 12, 2017 establish the Reconstruction Era National Monument in Beaufort County, which includes FFHP as part of the Camp Saxton unit (82 Fed. Reg. 6167 (Jan. 19, 2017));

WHEREAS, the United States, acting through the Secretary of Interior, did on September 7, 2017 consent to the Department's leasing of a portion of FFHP to the County;

WHEREAS, the Department did establish FFHP as a Heritage Preserve by dedication pursuant to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-80, and the Dedication Agreement recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1861 on November 18, 1999;

WHEREAS, the Department further committed FFHP to the Heritage Trust pursuant to South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-90, and the Trust Easement recorded

Fort Frederick Heritage Preserve
Lease and Management Agreement

in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1867 on November 18, 1999;

WHEREAS, the Heritage Trust Act and associated regulations, S.C. Reg. 123-200, *et seq.*, establish restrictions on the use of real property, including limitations on damage to plants and wildlife and use and alteration of landscape;

WHEREAS, the County is fully informed of the existence of the foregoing instruments and restrictions they contain directly and indirectly through associated laws;

WHEREAS, FFHP contains a primitive boat landing which historically was available for public use prior to site access through the adjacent U.S. Naval Hospital being restricted for security purposes and discontinuation of use by the Department;

WHEREAS, the County is eager to restore use of a public boat landing at the FFHP location and is willing to assume responsibility for management of a portion of FFHP and to undertake the construction and maintenance of a replacement public boat ramp and launching dock on FFHP;

WHEREAS, the replacement public boat ramp and launching dock anticipated for construction at FFHP will have a useful life of 20 to 25 years;

WHEREAS, the County owns a tract of real property in Beaufort County adjacent to FFHP pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 3245 at Page 374 on May 21, 2013 (TMS# R110-009-000-142I-0000) and, by separate instrument, has provided the Department with a permanent right of access to FFHP through said tract pursuant to an Access Easement recorded in the office of the Beaufort County Register of Deeds in Deed Book _____ at Page _____ on _____, 2019;

WHEREAS, the Department is authorized pursuant to S.C. Code Ann. §§ 11-35-4850 & -4860 and 51-17-40(7) & (8) to enter into management agreements;

WHEREAS, with respect to the leasing and management of a portion of FFHP, the Heritage Trust Advisory Board approved this Agreement on August 4, 2016 and the Board of the Department of Natural Resources approved this Agreement on September 23, 2016;

NOW THEREFORE, in consideration of the mutual terms, conditions, and covenants expressed herein, the Department and the County agree as follows:

1. SCOPE OF AGREEMENT – This Agreement is entered into by the Department and the County to address: a) the leasing of the Premises as more particularly described in paragraph 2 below, and b) establishment of a management agreement between the Department and the County for a portion of FFHP. Although related, the Department and County have executed separate agreements to address the additional items noted in the recitals.

2. **GRANT OF LEASE** - The Department shall lease to the County and the County shall lease from the Department the real property and improvements in Beaufort County consisting of 2.3 acres, including all rights of ingress and egress, referred to hereinafter as the "Premises", and shown as "Beaufort County Management Area" on a map dated August 2016, entitled "South Carolina Department of Natural Resources (SCDNR) Fort Frederick Heritage Preserve", attached hereto as **Exhibit A** and incorporated herein by reference. Provided however, that this lease is subject to the terms of this Agreement and the Department's retained right of ingress and egress for itself and on behalf of the citizens of South Carolina to access those portions of FFHP not included in the Premises.

3. **DURATION AND TERMINATION** - The initial term of the Agreement shall be for a period of 20 years beginning on the day it is approved by the South Carolina Department of Administration. The term of the Agreement may be extended for two successive periods of 10 years each, provided that such extensions are requested in writing by the County at least 30 days before the expiration of the term and acknowledged in writing by the Department. If any term is not extended, the Agreement shall terminate upon the expiration of the term without the necessity of notice by either party. Furthermore, the Agreement shall terminate upon written notice by either party in the event that i) complete funds for construction of the replacement boating access facility at FFHP are not secured by the County within two years or ii) the County ceases to use or intends to cease use of the Premises for the purposes expressed herein or otherwise defaults or breaches any obligation herein. Notwithstanding the foregoing, the County's obligations under paragraphs 8, 9, and 13 shall survive beyond termination.

4. **CONSIDERATION** - In exchange for the privileges and benefits provided by the Department under this Agreement, the County agrees to promptly and completely perform all of its obligations established herein, including both direct and contingency obligations. Furthermore, while this Agreement is in effect and prorated accordingly, the County assumes responsibility for any general or specific real and personal property taxes or governmental fees, which may have been or may be assessed on FFHP (not just the Premises).

5. **USE OF PREMISES** - The County shall only use the Premises for a public boat landing consistent with the applicable considerations and requirements outlined in the recitals above and detailed herein. Furthermore, the Premises shall not be used in any manner that violates the requirements of any insurer of the Premises, or violates any law, statute, ordinance, rule, or regulation of any governmental organization having jurisdiction over the Premises, including without limitation laws and regulations relating to sewerage or waste disposal, or intended to protect the environment, or to regulate the possession, use, or disposal of hazardous materials, or which would otherwise constitute a nuisance.

Furthermore, County acknowledges that all lands owned by the Department are protected under S.C. Code Ann. § 50-11-2200, *et seq.* and S.C. Reg. 123-300, *et seq.* Unless clearly authorized under this instrument, the County is otherwise subject to these standard limitations. The County also acknowledges that the Premises are subject to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-10, *et seq.*, the Dedication Agreement and Trust Easement. The County will ensure that anyone acting on its behalf under this instrument is aware of and complies with or otherwise does not violate these relevant laws and restrictions. The County represents and warrants that it shall use the Premises for the limited purposes expressed herein. The parties agree that the Department has relied upon this representation in the making of this Agreement, and that this representation forms the essence of the Agreement.

The County agrees to comply and will require any agent acting under its authority to comply with the terms of the July 1998 Fort Frederick "Application for Federal Surplus Property for Public Park or Recreation Purposes" (**Exhibit B**) and Quitclaim Deed (**Exhibit C**), which include but are not limited to:

- a. Civil Rights Act of 1964 – The County and any other party acting on its behalf under this Agreement shall comply with all requirements imposed by or pursuant to the regulations of the Department of Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964.
- b. Architectural Barriers Act of 1968 and Rehabilitation Act of 1973 - The County and any other party acting on its behalf under this Agreement shall comply with all requirements imposed by or pursuant to the regulations of the Architectural Barriers Act of 1968 and Rehabilitation Act of 1973 as amended.
- c. Public Park and Recreation Purposes – The Premises may only be used for public park and recreation purposes.
- d. Archeological and Cultural Resources – The County must be on the lookout for archeological and cultural resources during its construction activities and shall take appropriate action should any artifacts be discovered. The County must comply with 36 C.F.R. Part 800 and prior to any alteration or construction on the Premises the County must consult with the State Historic Preservation Office. Furthermore, the County must comply with Section 106 of the National Historical Preservation Act of 1966, as amended.
- e. Environmental Considerations – The County must comply with the National Environmental Policy Act of 1969, Clean Water Act of 1977, and Executive Order 11990 (May 24, 1977) for Floodplain Management, as amended.

The County shall provide the Department with at least 10 days prior written notice of any proposed submission it intends to make, promptly provide the Department with communication it receives related to the foregoing or similar items, and must provide the Department with a copy of any such final submissions.

The County may not act or fail to act in any manner which would breach the Department's obligations under the July 1998 Fort Frederick "Application for Federal Surplus Property for Public Park or Recreation Purposes" (**Exhibit B**) and Quitclaim Deed (**Exhibit C**), which are incorporated herein by reference. Likewise, the County has no authority under this Agreement to alter or impair the Department's title and no use or action by the County shall support or give rise to a claim of easement or any other real property interest.

6. **MANAGEMENT ACTIVITIES** - The parties acknowledge that the Premises are subject to the Management Plan (approved September 23, 2016) for the Fort Frederick Heritage Preserve as now exists and as may be revised from time to time by the Department (**Exhibit D**), incorporated herein by reference. The County shall manage the Premises in accordance with the management plan as provided in South Carolina Code § 51-17-80, *et seq.*, as amended.

The County shall be responsible for day-to-day management of the Premises consistent with the terms of this Agreement and all laws applicable to Heritage Trust properties, including S.C. Reg. 123-200, *et seq.* The County and the Department shall cooperate in the enforcement of rules and regulations applicable to the Premises consistent with relevant law and the purposes expressed herein. The County shall ensure that use of the Premises by the County or other permitted users, including the public, provide adequate protection for cultural resources and for any and all rare, threatened, or endangered species as may be identified upon assessment by the Department from time to time. Through use of its own funds the County agrees to maintain the Premises including the courtesy dock, boat ramp, parking area, access roads and other related amenities such that the facility is in a good state or repair, litter/trash is collected and removed in a timely manner, vegetation is trimmed or removed and directional signs or markings are repaired. Further, the County agrees to inspect the Premises at least twice a year for maintenance needs and to provide regular police patrols. The County will provide safety and emergency services to the public who use the Premises and will insure that the Premises are regularly patrolled to ensure the safety of the public and the property.

The County shall not use the Premises, nor shall the County allow the Premises to be used for any other purpose, including without limitation camping, storage, or commercial activity. The County may not charge fees to the public for use of the Premises, boating

access facility, or public recreational area. The County agrees that the replacement public boating access facility will be open twenty-four (24) hours a day, seven days a week and will remain open except for temporary closures when acts of God or nature render use of the facility unsafe or when otherwise directed by the Department.

7. **IMPROVEMENTS** - Except where Department-approved improvements are installed, the County shall maintain the Premises in its natural condition in a manner consistent with the purposes expressed herein. Any improvements upon the Premises, if authorized by the Department, must meet the following conditions and, under this Agreement, shall be at no cost to the Department. Design and construction standards shall meet or exceed those required for the State of South Carolina (see S.C. Code § 10-1-180) and, following review and approval by the Department, plans for any improvement must be reviewed and approved by the Office of State Engineer prior to commencement of any site preparation or construction work. The County shall prepare a site plan, building plans, and specifications as applicable for review and approval by the Department and Office of State Engineer prior to the commencement of any site preparation or construction activities. In the interest of protecting sensitive features upon the FFHP, the Department may require special elements be incorporated into construction plans. The County shall be responsible for obtaining any applicable permits, licenses, certification, or authorizations which may be applicable to the improvements or associated activities and shall be responsible for all obligations associated with such authorizations. The County shall construct the improvements in a workmanlike manner in compliance with said specifications, subject to all applicable laws, ordinances, and building codes. The County shall be responsible for the maintenance and repair of all improvements constructed on the Premises for the duration of the Agreement. The County shall remove all improvements made by the County in accordance with this agreement and restore the Premises to its original condition at the end of the Lease term.
8. **LIABILITY INSURANCE** - The County shall maintain full liability coverage with the South Carolina Insurance Reserve Fund and such insurance coverage shall be maintained and effective for the duration of the Agreement and as may be necessary to provide coverage for any period of risk under this Agreement.
9. **HAZARDOUS MATERIALS** - The County shall not cause, permit, or allow any hazardous substances to be generated, used, stored, or disposed of on the Premises. If any hazardous substances are generated, used, stored, or disposed of on the Premises, or if the Premises becomes contaminated for which the County is deemed legally liable, the County shall indemnify, defend, and hold harmless the Department for any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, including without limitation diminution of value or adverse impact on marketability of the Premises, and any and all sums paid for settlement of claims, attorney's fees, consultant's fees, or expert witness' fees arising from such contamination or legal liability of the County. This indemnification includes without limitation any and all costs incurred

because of any investigation, clean-up, removal, or restoration required by any state, federal, or local agency or political subdivision. Furthermore, if the County causes, permits, or allows the presence of any hazardous substance resulting in contamination on the Premises, the County shall and at its own expense take any and all actions necessary to restore the Premises to the condition existing before such contamination; provided however that the County shall first obtain the Department's approval for such remedial action. As used herein, the term "hazardous substance" means any substance that is toxic, ignitable, reactive, or corrosive, and which is regulated by any state, federal, or local governmental authority; and specifically includes without limitation any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste", or "hazardous substance" pursuant to state, federal, or local law; and also specifically includes without limitation asbestos, petroleum, and polychlorinated biphenyls ("PCBs"). The indemnification and hold harmless commitments above shall apply to the County to the maximum extent allowable by law.

10. LESSOR'S RIGHTS OF ENTRY AND TEMPORARY CLOSURE- The Department specifically reserves the right to enter the Premises for purposes of inspection to determine the County's compliance with this Agreement, to perform its obligations under this Agreement, to enforce all laws applicable within its jurisdiction, and otherwise to pursue its rights and obligations under this Agreement. The Department also specifically reserves the right to require temporary closure of or restricted access to the Premises if needed to conduct Department activities (including archeological excavations or management activities) upon FFHP or for public safety reasons.
11. TRANSFER OR SUBLETTING - The County may not assign or transfer its rights under this Agreement.
12. NOTICES - Any and all notices permitted or required by this Agreement shall be served upon the respective parties by means of certified mail, return receipt at the addresses shown below:

South Carolina
 Department of Natural Resources
 Office of Chief Counsel
 Post Office Box 167
 Columbia, South Carolina 29202

Beaufort County Administrator
 Beaufort County
 P.O. Drawer 1228
 Beaufort, South Carolina 29901-1228

13. **DEFAULT / REMEDIES / WAIVER** - The following shall constitute events of default:
 (a) County fails to comply promptly and completely with any term, provision, obligation, or covenant under this Agreement; or (b) County shall fail to vacate the Premises immediately upon the expiration of the term.

In the event of default, the Department may, at its discretion, terminate the Agreement. Upon termination of the Agreement, the County shall immediately surrender and vacate the Premises. Furthermore, prior to or within thirty days following termination of this License, Licensee shall remove the improvements and restore the Premises to a condition satisfactory to SCDNR. The Department shall be entitled to enter upon and take possession of the Premises with or without process of law, to expel or remove the County and all who may occupy the Premises, and to remove any and all property from the Premises without threat of trespass, forcible entry, wrongful detainer, or conversion, and without incurring any liability for any damages resulting therefrom. The County shall reimburse the Department for any and all expenses incurred as the result of the County's non-compliance or default. Any and all property removed from the Premises by authority of this provision shall be handled, removed, or stored at the risk and expense of the County. The County shall reimburse the Department for any and all costs incurred under authority of this provision. Any and all such property not reclaimed by the County within 30 days may be claimed by the Department.

The failure of either party to demand strict performance of the terms of this Agreement by the other party shall not be deemed a waiver of any rights, obligations, or remedies under this Agreement or applicable law.

14. **GOVERNING LAW** - This Agreement shall be governed and enforced under the laws of the State of South Carolina.
15. **AUTHORITY TO SIGN** - The persons signing this Agreement represent and warrant that each is duly and lawfully authorized to execute this Agreement on behalf of the County and Department respectively. Furthermore, this Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all parties shall have not signed the same counterpart.
16. **ENTIRE AGREEMENT** - This written Agreement expresses the entire Agreement between the parties. All prior communications between the parties, whether written or oral, are merged into this Agreement. No amendment shall be binding upon the parties unless made in writing subsequent to the execution of this Agreement. In the event that any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect.

{Signature pages follow.}

IN WITNESS WHEREOF the County and the Department, by and through their authorized representatives, sign, seal, and deliver this Agreement this 20th day of June, 2019.

WITNESSES:

Sarah W. B.
Laura Fenech

Beaufort County

By: Ashley M Jacobs

Name: Ashley M Jacobs

Title: County Administrator

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

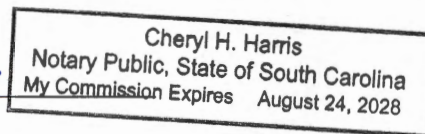
The foregoing instrument was acknowledged before me this 20th day of June, 2019 by Ashley M. Jacobs of Beaufort County, by duly authorized action, for the purposes set forth herein, on behalf of the County.

Witness my hand and official seal this the 20th day of June, 2019.

Cheryl H. Harris (SEAL)

Notary Public for South Carolina

My Commission Expires: 8/24/2028



IN WITNESS WHEREOF the County and the Department, by and through their authorized representatives, sign, seal, and deliver this Agreement this 25th day of June, 2019.

S. C. Department of Natural Resources

By: [Signature]
Robert H. Boyles, Jr., Interim Director

Rose Marie Scheitler
Landra Heath Rucker

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this 25th day of June, 2019 by Robert H. Boyles, Jr., Interim Director of the S.C. Department of Natural Resources, by duly authorized action, for the purposes set forth herein, on behalf of the Department.

Witness my hand and official seal this the 25th day of June, 2019.

Landra Heath Rucker (SEAL)

Notary Public for South Carolina

My Commission Expires: 6-6-20

With respect to the lease of the Premises, this Lease and Management Agreement is approved in accordance with South Carolina Code of Laws § 1-11-55 and 1-11-56 and South Carolina Code of Regulations § 19-447.1000 by the South Carolina Department of Administration, Division of Facilities Management and Property Services, this 28th day of August, 2019.

By: [Signature]
Ashlie N. Lancaster, Director
Division of Facilities Management and Property Services,
Department of Administration

Fort Frederick Heritage Preserve
Lease and Management Agreement

Exhibit A

SOUTH CAROLINA DEPARTMENT OF
NATURAL RESOURCES (SCDNR)
FORT FREDERICK HERITAGE PRESERVE
August 2016

U.S. Naval Hospital Property

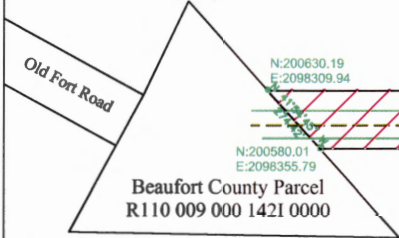
SCDNR Fort Frederick Heritage Preserve
R110 009 000 0211 0000

SCDNR
Management
Area

Beaufort River

Old Ramp

New Ramp



Large Eastern Red Cedar

Beaufort County Management Area
2.3 acres

Drainage Ditch



Beaufort County Parcel
R110 011 000 0155 0000

Coordinates are SC State Plane

LINE	BEARING	DISTANCE
L1	S 22°55'10" E	44.71'
L2	S 89°59'29" W	57.00'
L3	S 00°07'31" E	33.60'
L4	S 89°52'29" W	12.34'
L5	S 14°10'00" W	11.28'
L6	N 43°46'38" E	38.37'
L7	N 66°20'58" E	17.07'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.01'	89°57'58"	N 45°07'06" W	35.36'

PC

SCDNR Fort Frederick Heritage Preserve
R110 009 000 0211 0000

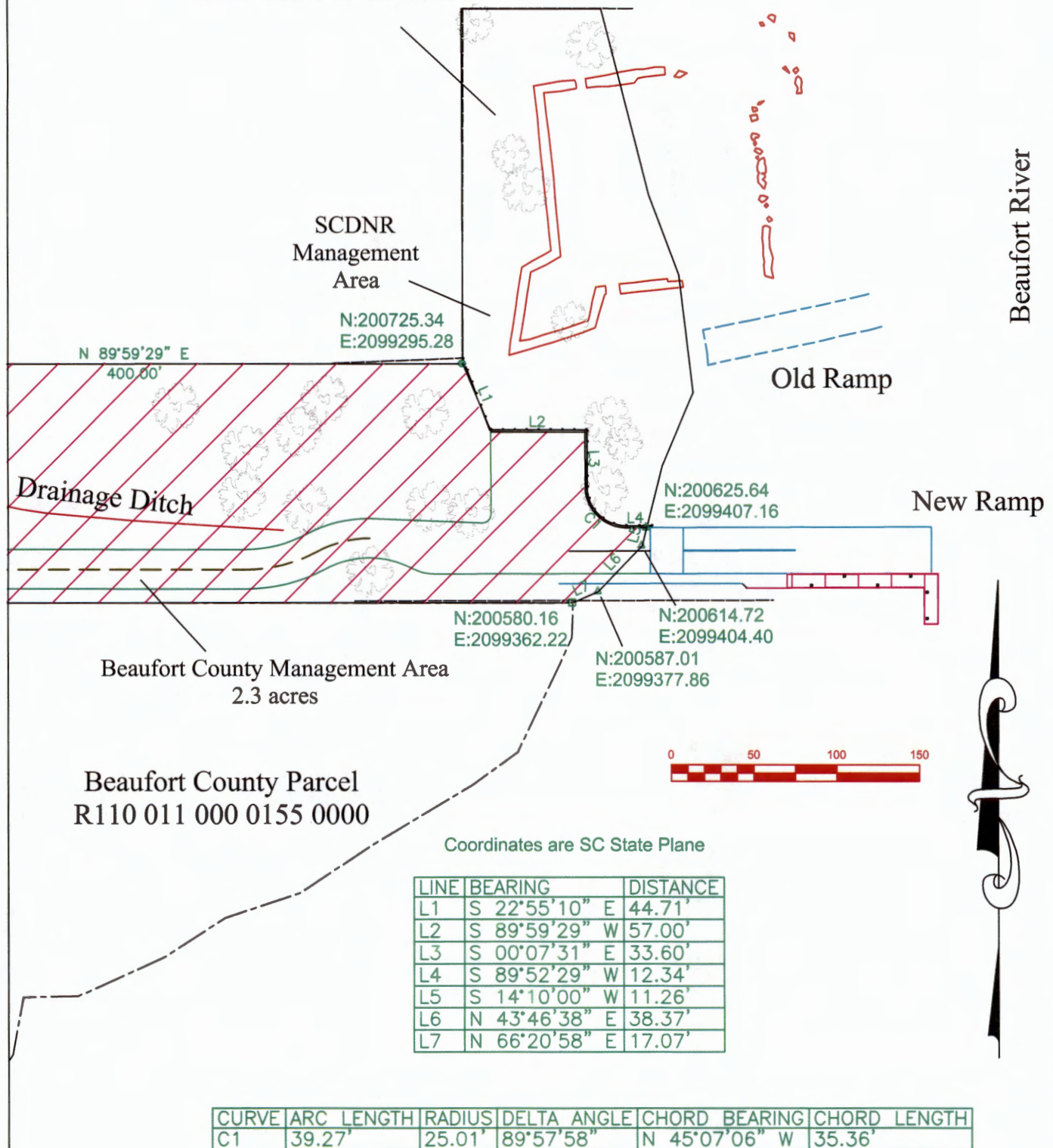


Exhibit B

**APPLICATION FOR FEDERAL SURPLUS PROPERTY
FOR PUBLIC PARK OR RECREATION PURPOSES**

FORT FREDERICK

**SUBMITTED TO:
U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
SOUTHEAST REGIONAL OFFICE**



**SUBMITTED BY:
STATE OF SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES
HERITAGE TRUST PROGRAM**



JULY 1998

APPLICATION FOR FEDERAL SURPLUS PROPERTY
FOR PUBLIC PARK OR RECREATION PURPOSES

PART A

TO: National Park Service
Southeast Regional Office
75 Spring Street, SW
Atlanta, GA 30303

The undersigned State of South Carolina Department of Natural Resources hereinafter referred to as the applicant or Grantee, acting by and through Christopher Judge, Heritage Trust Archaeologist, Post Office Box 167, Columbia, South Carolina 29202, (803) 734-3753, hereby makes application to the United States pursuant to Section 203(k)(2) of the Federal Property and Administrative Services Act of 1949 (63 STAT.387), as amended, and in accordance with the rules and regulations of the Department of the Interior, for the transfer of the following property which has been declared surplus by the General Services Administration and is subject to assignment to the Secretary of the Interior for disposal for public park or recreational purposes:

- (Portion) US Hospital, Beaufort, South Carolina.
- GSA Control Number 4-N-SC-489A.
- Total acreage requested for park or recreation purposes only: 3.044 acres.
- The property is more fully described in Part B of this application, attached hereto and made a part thereof.
- Enclosed herewith as Part C of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the following terms and conditions:

1. This application and its acceptance by the Department of the Interior shall constitute the entire agreement between the Applicant and the Department of the Interior, unless modified in writing signed by both parties.
2. The descriptions of the property set forth above are believed to be correct, but any error or omission shall not constitute ground or reason for non-performance of the agreement resulting from the acceptance of this application.
3. It is understood that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the

purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted.

4. The Applicant agrees to assume possession of the property within fifteen (15) days of any written request given by the Department of the Interior after the property has been assigned to the Department of the Interior by the General Services Administration. Should the Applicant fail to take actual possession within such period, it shall nonetheless be charged with constructive possession commencing at 12:01 A.M., local time, of the 16th day after such request by the Department of the Interior. The word "possession" shall mean either actual physical possession or constructive possession.
5. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Federal Government in lieu of taxes.
6. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
7. The Applicant shall on a mutually agreeable date not later than thirty (30) days after the property has been assigned to the Department of the Interior, or such longer period as may be agreed upon in writing, tender to the Department of the Interior the purchase price, if a purchase price is due.
8. Conveyance of the property shall be accomplished by an instrument, or instruments, in form satisfactory to the Department of the Interior without warranty, express or implied, and shall contain reservations, restrictions, and conditions substantially as follows:
 - A. That the Grantee shall forever use the property in accordance with its application and the approved Program of Utilization included in Part B of this application.
 - B. That the Grantee shall, within six (6) months of the date of the signing of the Deed of Conveyance, erect and maintain a sign or marker near the point or principal access to the conveyed area indicating that: the property is a park or recreation area; has been acquired from the Federal Government for such use; is or will be made available for use by the general public.

- C. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved program mentioned under the above Item A through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior is obtained in writing to such agreements.
 - D. The Grantee shall prepare biennial reports setting forth the use made of the property during the preceding two-year period and submit it to the appropriate Regional Office of the National Park Service for ten consecutive reports and as further determined by the Secretary of the Interior.
 - E. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
 - F. The Federal Government shall have the right to reserve all oil, gas, and mineral rights.
 - G. Title to the property transferred shall revert to the United States at its option in the event of non-compliance with any of the terms and conditions of disposal.
9. The Program of Utilization included in Part B of the application may be amended at the request of either the Applicant or the Federal Government with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and shall be consistent with purposes for which the property was transferred. The Applicant further agrees to furnish such data, maps, reports, and information as may be needed by the National Park Service.
10. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole costs and expense. The Federal Government will, however, cooperate with the Applicant or its authorized agent in this connection and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgements in condemnation proceedings, or other documents relating to the title of the premises and

property involved as it may have available. It is understood that the Federal Government will not be obligated to pay for any expenses incurred in connection with title matters or survey of the property.

11. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local law. All instruments of conveyance and security documents shall be recorded within thirty (30) days of their receipt in the manner prescribed by local recording statutes at the Applicant's expense.
12. "Assurance of Compliance with the Department of the Interior Regulations under Title VI of the Civil Rights Act of 1964:"

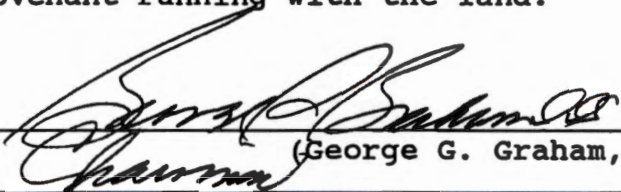
The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the Applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

The Applicant agrees that (1) the program for or in connection with which any property covered by this application as transferred to the Applicant will be conducted in compliance with, and the Applicant will comply with and require any other person (any legal entity) who through contractual or other arrangements with the Applicant is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this agreement shall be subject in all respects to the provisions of said regulations; (3) the Applicant will promptly take and continue to take such action as may be necessary to effectuate this agreement; (4) the United States shall have the right to seek judicial enforcement of this agreement; (5) this agreement shall be binding upon the successors and assigns of the Applicant.

13. "The applicant agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity

receiving Federal financial assistance."

It is agreed that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States, incorporating the substance of the foregoing agreement such provisions to consist of (a) a condition, coupled with a right reserved to the United States to cause the property to revert to the United States in the event of any breach of such condition and (b) a covenant running with the land.


 (George G. Graham, DDS)
 (Chairman-DNR Board)

July 17, 1998
 (Date)

P.O.Box 167, Columbia, S.C. 29202

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this ____ day of _____, 19____.

U.S. DEPARTMENT OF THE INTERIOR

By _____

JUSTIFICATION FOR ACQUISITION OF PROPERTY
AND PROGRAM OF DEVELOPMENT AND UTILIZATION

PART B

DESCRIPTION OF PROPERTY

A 3.044 acre parcel of land containing the ruins of Fort Frederick located along the southern boundary of the U.S. Naval Hospital and being situate on Port Royal Island in Beaufort County, South Carolina and being more particularly described as follows:

Commence at a concrete monument on the westerly bank of the Beaufort River being the southeasterly most corner of the U.S. Naval Hospital property for the POINT OF BEGINNING:

Thence N 89°45'50" W for 853.65' to a concrete monument;
Thence N 89°53'20" W for 152.70' to a concrete monument;
Thence N 41°59'10" W for 67.97", more or less, to a point;
Thence S 89° 45'50" E parallel to and 1.5' southerly of an existing chainlink fence for 436.67' more or less, to a point;
Thence N 66° 27'58" E parallel to and 1.5' southeasterly of an existing 7' high chainlink fence for 162.56', more or less, to a point;
Thence N 00° 14'10" E parallel to and 1.5' easterly of an existing 7' high chainlink fence for 29.48', more or less, to a point;
Thence S 89° 45'50" E parallel to and 1.5' southerly of an existing 7' high chainlink fence for 400.0', more or less, to a point;
Thence N 00° 14'10" E parallel to and 1.5' easterly of an existing 7' high chainlink fence for 215.0', more or less, to a point;
Thence S 89° 45'50" E parallel to and 1.5' southerly of an existing 7' high chainlink fence for 71.93', more or less, to a point on the westerly bank of the Beaufort River;
Thence S 01° 05'10" W along the westerly bank of the Beaufort River for 360.04, more or less, to the POINT OF BEGINNING, containing 2.66 acres, more or less.

NOTE: This description was compiled from existing records and other sources and must be verified by an on the ground survey.

A plat of the property is attached and marked Exhibit I. It shows that portion of the Federal property Beaufort County is applying for, and a copy of a map, Exhibit II, showing the relation of that portion to the entire tract.

Physical characteristics of the 3.044 acres located on the southeastern portion of the Navy property are as follows:

- Minimal vegetative cover with some trees situated on the site.
- An existing boat ramp on the Beaufort River

- Ruins of Fort Frederick
- Photographs are included, Exhibit III.
- As mentioned above, the ruins of Fort Frederick are located on this property. This site is on the National Register of Historic Places.

NEED

In 1990 the SC Heritage Trust Program undertook a study to identify the 100 most critically significant archaeological and historical sites in the state. The purpose of the study was to determine the state's most significant resources and subsequently to attempt to bring some level of protection to each site through registration, conservation easement, or by gift, bargain sale or outright purchase.

The Fort Frederick site was ranked as #30 on the Statewide Assessment of Cultural Sites (Exhibit IV). On 12/31/74 the site was placed on the National Register of Historic Places at a national level of significance.

Fort Frederick is located in Beaufort County, South Carolina. This fort is also known as Fort Prince Frederick and was constructed of oyster shell, lime, and timber (Wallace 1984), between 1730 and 1734 to replace the older Fort Beaufort. This fort was built to defend against the Spanish. It is a relatively small fort (125 feet by 75 feet), with only one bastion on the southwest side. The eastern wall was lined with a battery and cannon. The interior of the fort held a barracks and a magazine. It was garrisoned by the Independent Company of Foot British Regulars until their transfer to Georgia in 1736. Provincial scout boats were stationed here periodically (Low Country Council of Governments 1929:67). This site was rated by archaeologist Ramona Grunden who gave this site a score of 303 points. In her evaluation of this site for the Heritage Trust Ms. Grunden states:

At first sight Fort Frederick is not impressive and it was not the scene of any great battles. It is the oldest verifiable tabby structure in South Carolina, it was garrisoned, and General Ogelthorpe got the idea to use tabby at Fort Frederick. Its location at the Naval Hospital affords decent protection from vandalism, but it is subjected to severe erosion, no doubt exacerbated

by the boat ramp. Nevertheless, it is a beautiful early to mid 18th century site with a high potential for good subsurface integrity (Judge and Smith 1991:65).

The County of Beaufort has maintained a public boat landing at Fort Frederick for over twenty five years. The landing is one of 27 such landings in Beaufort County (tied for most landings in a coastal county with Charleston). Erosion by the Beaufort River and wakes caused by boat traffic have damaged the Fort. The SCHTP plans to dedicate the Fort as a South Carolina Heritage Preserve. As trustee, the SCDNR Board is responsible for seeing that the land is protected. The public is specified as the beneficiary, especially those living near the Heritage Preserve and those having a technical or professional interest in it. Thus the Heritage Trust offers the added protection of giving the public the ability to enforce the terms of a conveyance to the state.

SUITABILITY

The Fort Frederick site was approved as a potential Heritage Preserve acquisition by the Heritage Trust Advisory Board on August 15, 1991. Tourism is an important aspect of Beaufort County and this site will be used to interpret early British defenses of the area.

There are no known reservations or restrictions on the site.

The State of South Carolina understands that the site can only be used/developed as a recreational site.

Exhibit V is a site map showing the 3.044 acre property and its proximity to the Naval Hospital.

Another outstanding historic resource, Camp Saxton, is located immediately adjacent to the Fort Frederick property and would supply auxiliary benefit as an additional historic resource (see Exhibit IV). The Camp Saxton site is an approximately six acre wooded and green spaced site, bounded on the east by the Beaufort River, on the west by the complex at the United States Naval Hospital Beaufort, on the north by the boat basin off the Beaufort River, and on the south by the ruins of Fort Frederick. Camp Saxton was where the first African-American regiment of the Union Army, the 1st South Carolina Volunteers, was recruited and trained. It is also the site where liberated sea island slaves heard a reading of the Emancipation Proclamation on New Year's Day 1863. The site was listed on the National Register of Historic Places on February 2, 1995, at a national level of significance.

Ingress and egress at the subject property will be via the main gate to the Beaufort Naval Hospital. Signs direct visitors from the gate to the site. (See attached letter).

CAPABILITY

The SCDNR's Heritage Trust Program was established in 1974 SC Code of Laws (51-17-10 through 51-17-150). Heritage Trust is an opportunity to save by design those things that were saved for us by chance. The Heritage Trust is an assurance that South Carolina's cultural and natural heritage will be protected for future generations of South Carolinians. Currently the SCHTP manages 54 Heritage Preserves totaling over 74,000 acres statewide.

Fort Frederick will be maintained as a passive park. Funds to develop, maintain, and operate the property will come from the Heritage Land Trust Fund. The site will be managed by the Heritage Trust Archaeologist who will be responsible for organizing and implementing a volunteer stewardship committee made up of interested local citizens.

PROGRAM OF UTILIZATION

(A) Program of Utilization

The applicant proposes to dedicate the 3.044 acre Fort Frederick site as a South Carolina Heritage Preserve. A small parking area will be constructed, an interpretive sign will be erected, a stewardship committee will be organized, and a preserve guide will be prepared for visitors which includes rules and regulations governing the use of the preserve, a short history of the site and map with directions to the site.

(B) Schedule of Development Section

<u>Period</u>	<u>Action</u>	<u>Estimated Cost</u>
1998	Acquire Land	Donation
1998/9	Site improvements	\$6,000

(C) Site Development Plan

Exhibit VI is the draft site development plan. This is a several year plan as outlined above in the schedule of development section.

(D) Historic Values Plan Section

All development and enhancement of this property will be compatible with protecting the historical and archaeological integrity of Fort Frederick. The sole purpose of acquiring this property is to preserve this historic site and open it for passive educational and recreational purposes.

Exhibit IPROGRAM UTILIZATION

The site will be utilized as a South Carolina Heritage Preserve, a system of 54 preserves statewide protecting various rare plant communities, rare animal habitats and archaeological and historical sites. The boat ramp into Beaufort River will remain open for recreational boating and fishing.

Exhibit IV

RESOLUTION

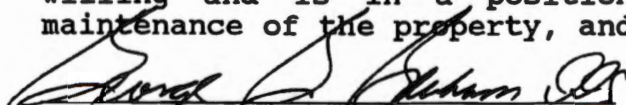
Whereas, certain real property owned by the United States, located in the County of Beaufort, State of South Carolina, has been declared surplus and at the discretion of the General Services Administration, may be assigned to the Secretary of the Interior for disposal for public park or recreation purposes, under the provisions of Section 203(k)(2) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 387), as amended, and rules and regulations promulgated pursuant thereto, more particularly described as follows:

- (1) (Portion) US Hospital, Beaufort, South Carolina.
- (2) GSA Control Number 4-N-SC-489A.
- (3) Total acreage requested for park or recreation purposes only: 3.044 acres.

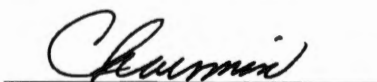
The property is more fully described in Part B of this application, attached hereto and made a part thereof.

Whereas, the South Carolina Department of Natural Resources, needs and will utilize said property in perpetuity for a public park or recreation area as set forth in its application and in accordance with the requirements of said Act and the rules and regulations promulgated thereunder;

Now, Therefore, Be It Resolved, that the South Carolina Department of Natural Resources shall make application to the Secretary of the Interior for and secure the transfer to it of the above mentioned property for said use upon and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the Secretary of the Interior, or his authorized representative, may require in connection with the disposal of said property under said Act and the rules and regulations issued pursuant thereto; and Be It Further Resolved that the South Carolina Department of Natural Resources has legal authority, is willing and is in a position to assume immediate care and maintenance of the property, and that


(Name of Officials)

George G. Graham, DDS


(Title of Officials)
Chairman - DNR Board

he or she is or they are hereby authorized, for and on behalf of the South Carolina Department of Natural Resources to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the Federal surplus property acquisition.

SC Department of Natural Resources Board
(Legal Title of Governing Body of Applicant)

Post Office Box 167, Columbia, SC 29202
(Address)

I, George G. Graham, DDS, hereby certify that I am the Chairman, of the SC Department of Natural Resources Board; and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said the SC Department of Natural Resources Board, the 14th day of July, 1978, at which a quorum was present.


(Signature of Certifying Officer)

REFERENCES CITED

Judge, Christopher and Steven D. Smith

1991 Acquiring the Past for the Future: The South Carolina Heritage Trust Statewide Assessment of Cultural Sites. Research Manuscript Series 213, South Carolina Institute of Archaeology and Anthropology, Univ. of South Carolina, Columbia.

Low Country Council of Governments

1979 Historic Resources of the Lowcountry: A Regional Survey of Beaufort County, South Carolina; Colleton County, South Carolina; Hampton County, South Carolina; Jasper County, South Carolina. Low Country Council of Governments, Yemassee, South Carolina.

Wallace, David Duncan

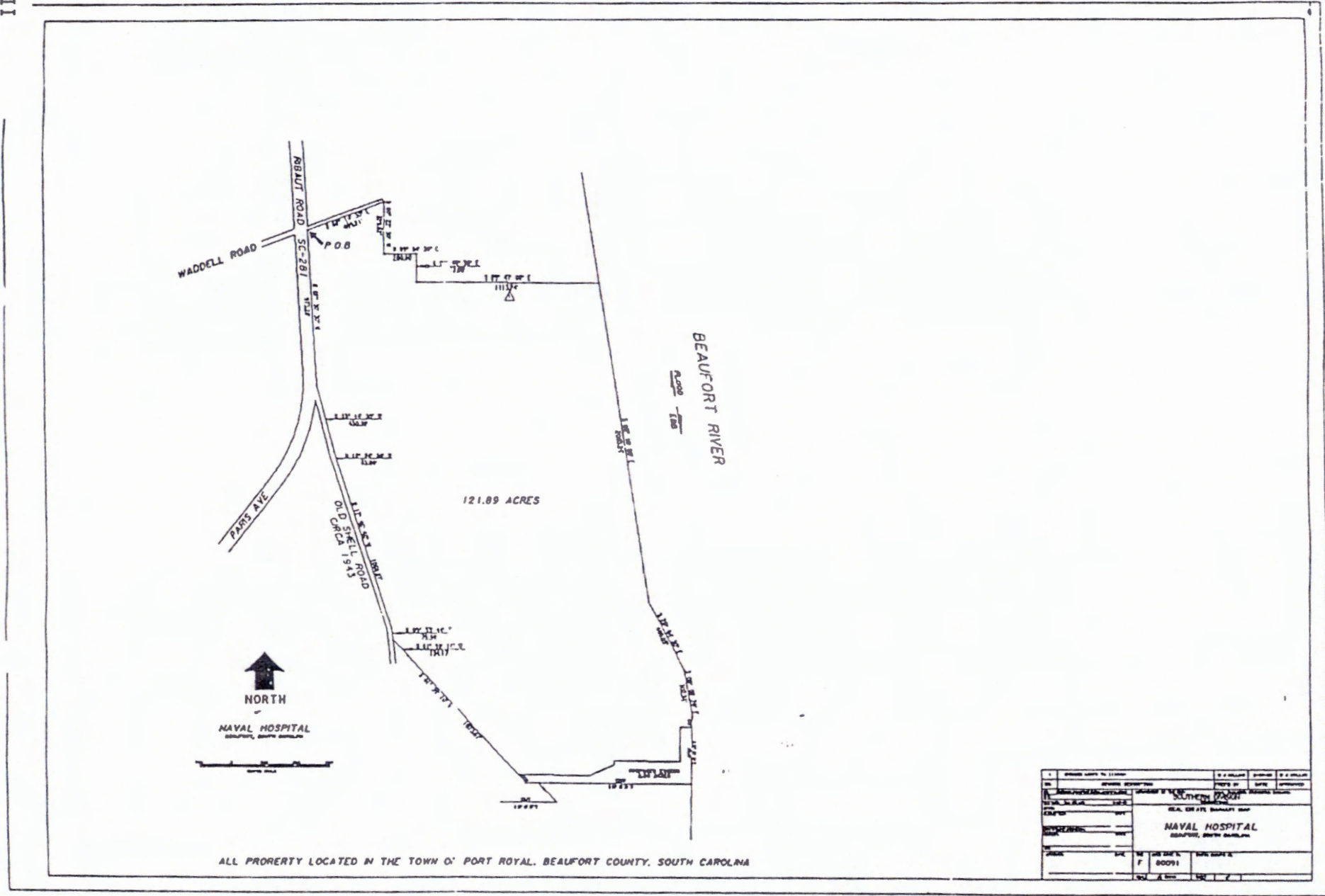
1951 South Carolina: A Short History: 1520-1948. University of South Carolina Press, Columbia.

FORT FREDERICK
LIST OF EXHIBITS

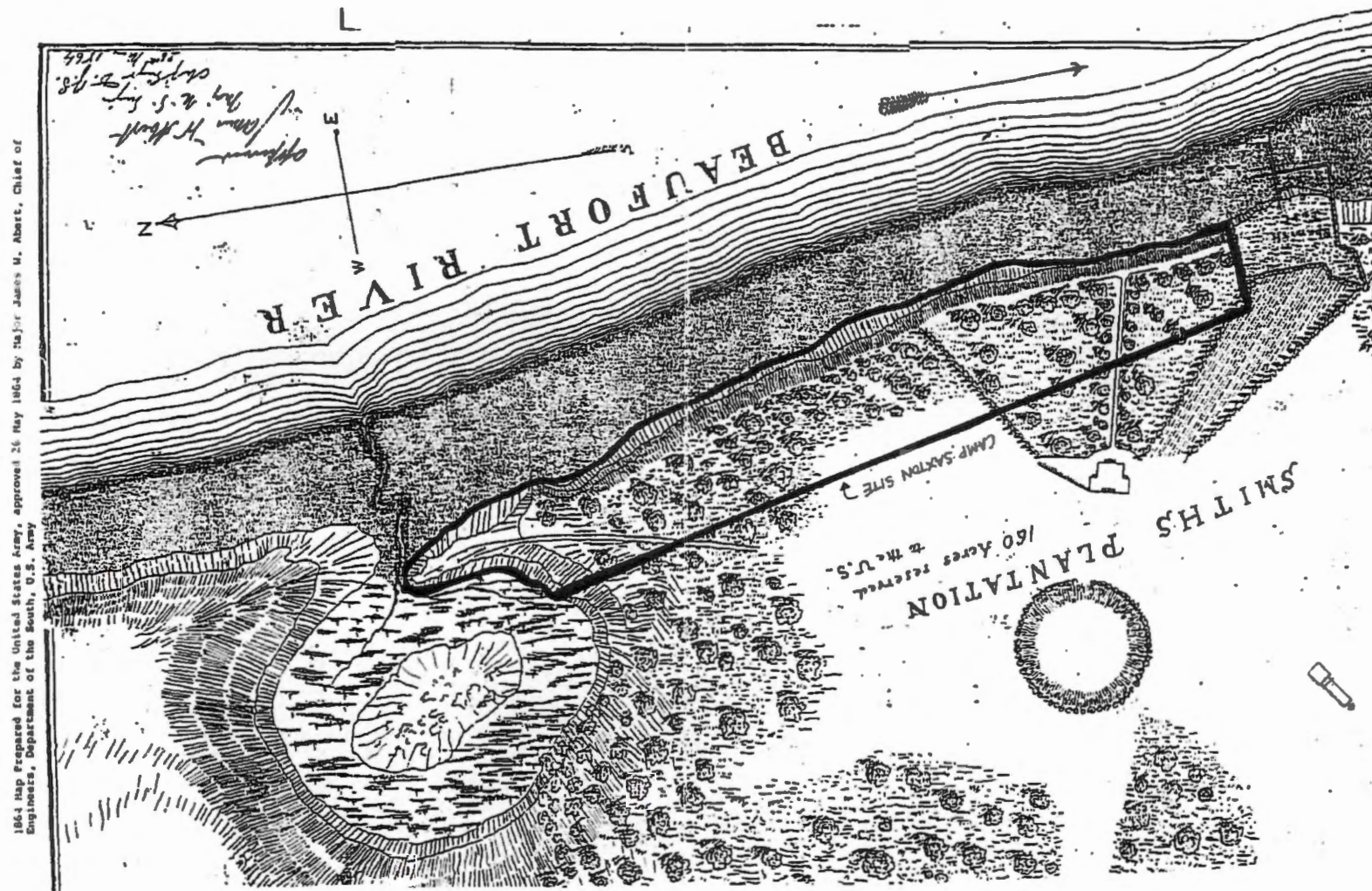
Exhibit I	Plat of Fort Frederick
Exhibit II	Map of Naval Hospital
Exhibit III	Fort Frederick Site Photographs
Exhibit IV	Civil War Era Map of Fort Frederick
Exhibit V	Site Map
Exhibit VI	Site Development Plan

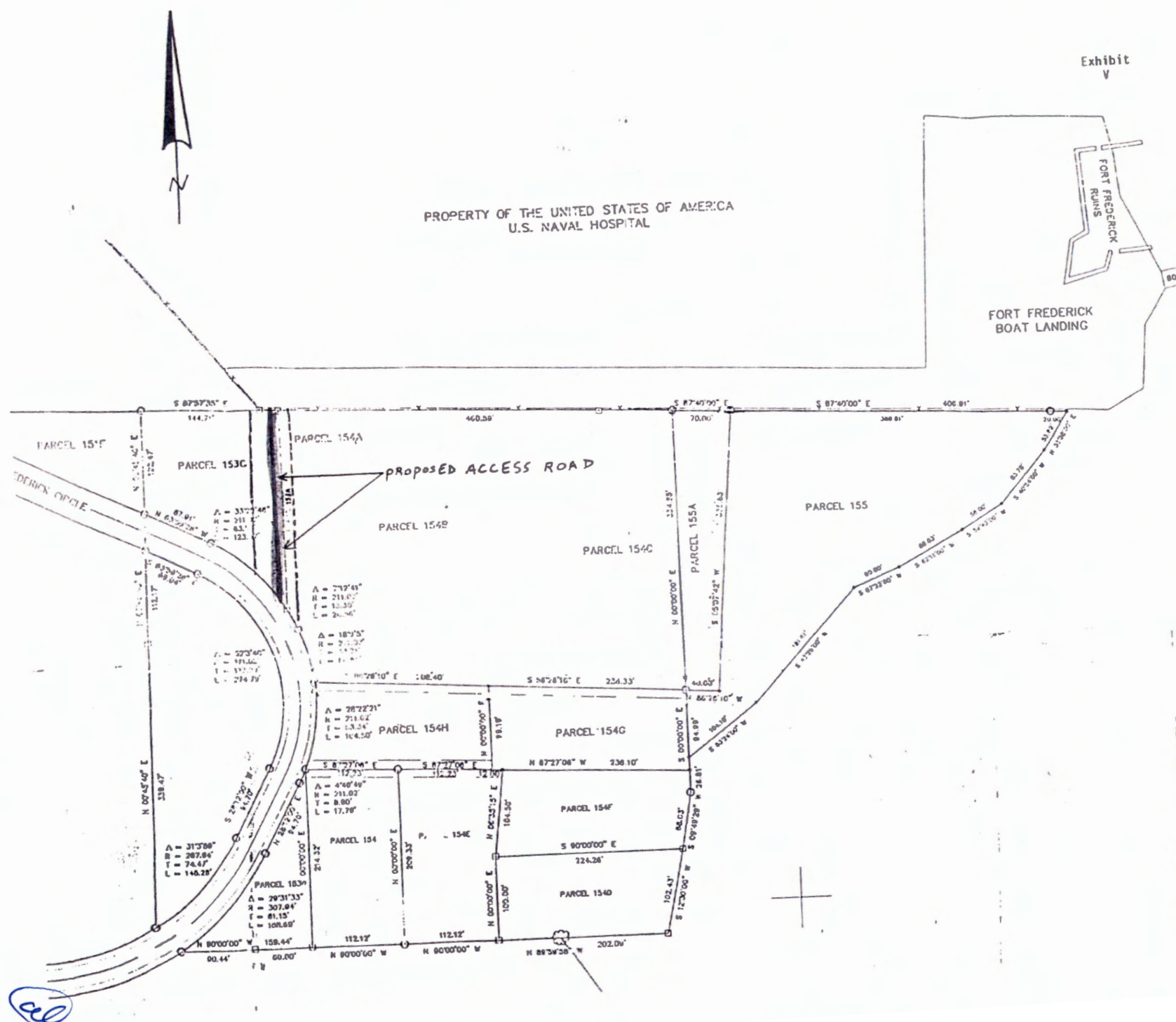
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Exhibit
II



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SITE DEVELOPMENT PLAN



OF THE UNITED STATES OF AMERICA
U.S. NAVAL HOSPITAL

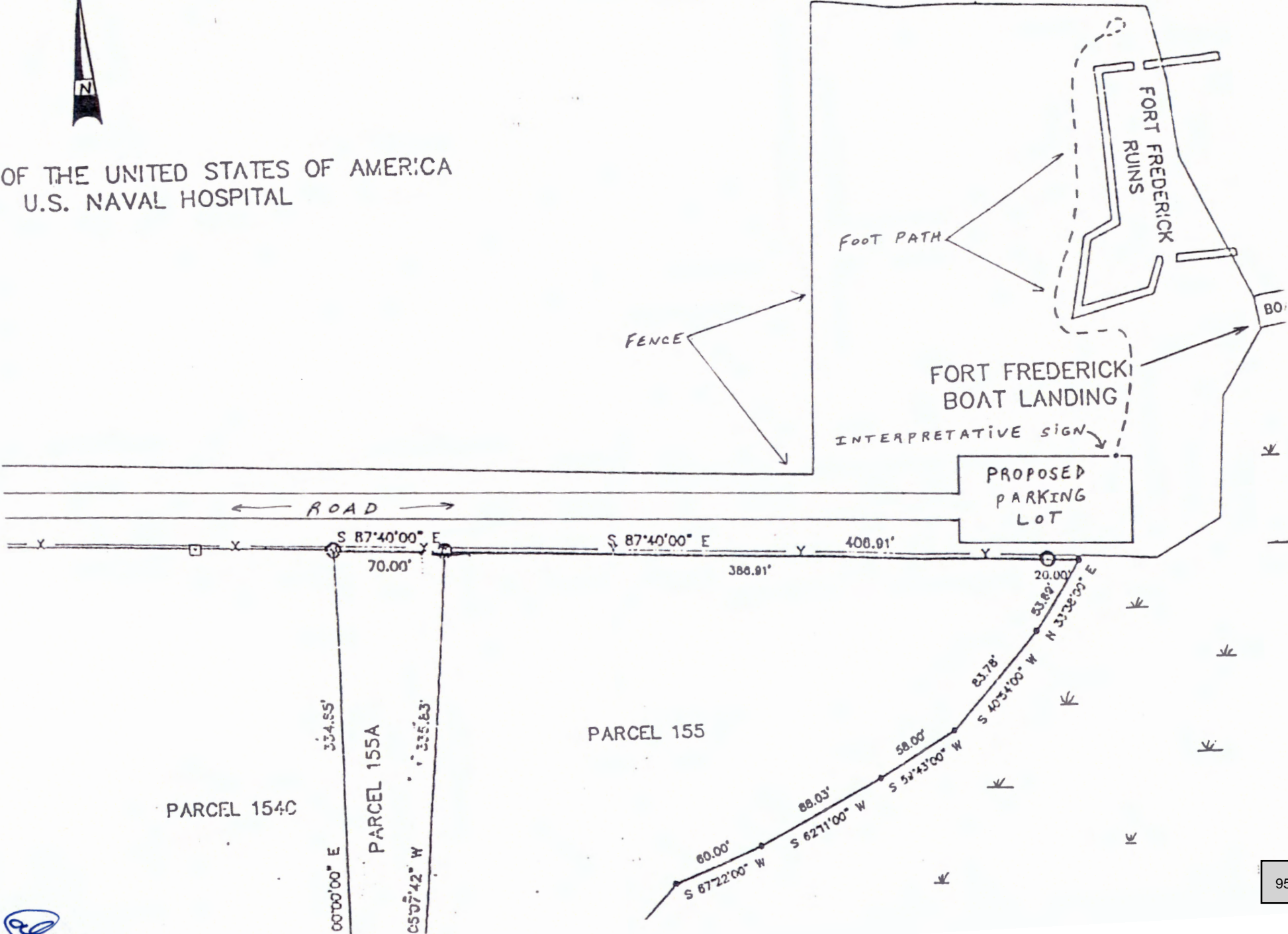


Exhibit C

Fort Frederick Heritage Preserve
Lease and Management Agreement

7/5/82
C1687

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QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Regional Director, Southeast Region, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes by the State of South Carolina, Department of Natural Resources (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of 3.044 acres in fee, containing the ruins of Fort Frederick located along the southern boundary of the U.S. Naval Hospital and being situate on Port Royal Island in Beaufort County, South Carolina and being more particularly described as follows:

Commence at a concrete monument on the westerly bank of the Beaufort River being the southeasterly most corner of the U.S. Naval Hospital property for the POINT OF BEGINNING:

Thence N 89°45'50" W for 853.65' to a concrete monument;
 Thence N 89°53'20" W for 152.70' to a concrete monument;
 Thence N 41°59'10" W for 67.97", more or less, to a point;
 Thence S 89° 45'50" E parallel to and 1.5' southerly of an
 existing chain-link fence for 436.67' more or less, to a point;
 Thence N 66° 27'58" E parallel to and 1.5' southeasterly of
 an existing 7' high chain-link fence for 162.56', more or less,
 to a point;
 Thence N 00° 14'10" E parallel to and 1.5' easterly of an
 existing 7' high chain-link fence for 29.48', more or less, to
 a point;
 Thence S 89° 45'50" E parallel to and 1.5' southerly of an
 existing 7' high chain-link fence for 400.0', more or less, to
 a point;
 Thence N 00° 14'10" E parallel to and 1.5' easterly of an
 existing 7' high chain-link fence for 215.0', more or less, to
 a point;
 Thence S 89° 45'50" E parallel to and 1.5' southerly of an
 existing 7' high chain-link fence for 71.93', more or less, to

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a point on the westerly bank of the Beaufort River;
Thence S 01° 05'10" W along the westerly bank of the Beaufort
River for 360.04', more or less, to the POINT OF BEGINNING,
containing 3.044 acres, more or less.

This conveyance is made subject to any and all existing rights-of-way, easements, covenants and agreements affecting the above-described premises, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the subject property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of South Carolina, Department of Natural Resources.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree to itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public park and recreation purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on July 17, 1998, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area which says:

This park land was acquired through the federal LANDS TO PARKS
program of the United States Department of the Interior, National Park
Service, for use by the general public.

3. This property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from

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providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding 2-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. Funds generated on this property may not be expended for nonrecreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property. After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.

6. As part of the consideration for the Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor, and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87

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Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. Grantee shall be on the lookout for archeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered. Grantee shall comply with the provisions of 36 C.F.R. Part 800, regarding protection of historic and cultural properties. Grantee's development plans shall avoid sites identified by a Cultural Resources Assessment of the property, and, prior to any alteration or construction on the property, Grantee shall consult with the State of South Carolina Preservation Office.

9. Grantee covenants and agrees to comply with Section 106 of the National Historical Preservation Act of 1966, as amended, recognizing that the subject property contains the remains of Fort Frederick, which is listed on the National Register of Historic Places.

10. The Grantee further covenants and agrees to comply with the National Environmental Policy Act of 1969, as amended, the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977), for Protection of Wetlands and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

11. As of the date of conveyance, all remedial action necessary to protect human health and the environment, with the respect to any known hazardous substance activity on the subject property, has been taken and no further remedial action is required at this time. However, after the date of conveyance, which is due to contamination occurring prior to the date of conveyance, will be conducted by the United States.

In the event any environmental contamination is discovered or additional remedial action is deemed necessary after conveyance, the Federal sponsoring agency should be notified immediately. Additionally, expenditures for environmental restoration projects that are not imminent threats to public health and safety will not be considered an off-set for purposes of abrogation unless these expenditures are to remediate contamination and unless prior concurrence is obtained from the Federal sponsoring agency.

12. The Grantee covenants for itself, its successors and assigns, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

13. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability

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of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 7th day of SEPTEMBER, 1999.

UNITED STATES OF AMERICA
Acting by and through the Secretary of the
Interior

Through:

Regional Director
Southeast Region
National Park Service

WITNESSES:

William T. Hine
Charles J. Schuler

By: Wallace C. Brittain
Wallace C. Brittain
Chief, Recreation and
Conservation Division

STATE OF GEORGIA
COUNTY OF FULTON

On this 7th of September, 1999, before me, the subscriber, personally appeared Wallace C. Brittain, Chief, Recreation and Conservation Division, Southeast Region, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described

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in and who executed the foregoing instrument, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary and he acknowledges that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.

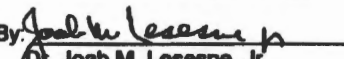

NOTARY PUBLIC

My commission expires:

Notary Public, Rockdale County, Georgia
My Commission Expires July 28, 2008

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

STATE OF SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES
HERITAGE TRUST PROGRAM

By: 
Dr. Joab M. Lesesne, Jr.
Chairman DNR Board

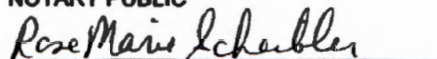
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 24th day of September, 1999, before me, the undersigned officer, personally appeared Dr. Joab M. Lesesne, Jr., to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is Chairman of the State of South Carolina, Department of Natural Resources Board, that he is duly designated, empowered and authorized by a resolution of July 17, 1998, to execute the foregoing acceptance and sign his name thereto; and that he signed his name, thereto and acknowledges that he executed the foregoing for and on behalf of the State of South Carolina, Department of Natural Resources Board, for the purposes and uses therein described.

My Commission expires:

4-29-09

NOTARY PUBLIC


Rose Marie Schaubler

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DECLARATION OF CONSIDERATION

I hereby declare that this deed is between the United States of America and the State of South Carolina, Department of Natural Resources and is therefore exempt from transfer taxes; I further declare that the entirety of said property is within Beaufort County.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES
HERITAGE TRUST PROGRAM**

By: Joab M. Levens, Jr.
Dr. Joab M. Levens, Jr.
Chairman DNR Board

Preparation Clause: This Deed was prepared by the US Department of Interior
John P. Coleman, Jr.
Office of Solicitor
530 Gay Street, Room 308
Knoxville, TN 37902

Grantee's Address: 1000 Assembly Street, Columbia, SC 29201

DMP#: R110-009-000-0079-0000 (portion)

Derivation: (There is no derivation for this property)

FILED
JOHN A. SULLIVAN, JR.
P.M.
BEAUFORT COUNTY, S.C.
89 OCT 28 PM 12:59
Bk PG
FOLDER #

Turner
11/15/91
BEAU
74 NOV 12 PM 1:16
BK 1234 PG 1853
FOLDER #

1860

J. Robin Turner. PA

J. ROBIN TURNER
11/15/91
11/15/91

envelope

Exhibit D

Fort Frederick Heritage Preserve
Lease and Management Agreement

Management Plan For Fort Fredrick Heritage Preserve



**South Carolina
Department of Natural Resources
2016.9.23**

HTAB Approved – 2016.8.4

SCDNR Board Approved – 2016.9.23

SEAN G. TAYLOR

SENIOR SCDNR ARCHAEOLOGIST

MANDATE

State law mandates the South Carolina Department of Natural Resources (SCDNR) prepare management plans for heritage preserves, as outlined in the Heritage Trust Act and defined in S.C. Code Ann. §51-17-80 (1976 & Supp. 2015). These management plans are the guiding documents for heritage preserves and address current, as well as future management needs. The plan should also have enough flexibility to conform to unanticipated management needs that may arise in the future. Changing socio-ecological conditions will require that plans periodically be updated.

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MANAGEMENT GOALS AND OBJECTIVES

Primary Objectives

The Heritage Trust Act states that the primary management objective of all heritage preserves is to "...protect the natural or cultural character of any area or feature..." for which the property was dedicated. S.C. Code Ann. § 51-17-80(1). The primary objective of this management plan is to define the practices deemed necessary to protect Fort Frederick and the archaeological record contained within the property.

Secondary Objectives

The Heritage Trust Act mandates that heritage preserves be managed "to provide the maximum public usage ... which is compatible and consistent with the character of the area." S.C. Code Ann. § 51-17-40(7). SCDNR Policy #203.04 (November 17, 2006), Recreational Use of SCDNR Properties, provides a statewide framework for determining appropriate, and compatible recreational uses of SCDNR properties. Natural Resources-Dependent Recreational Uses are appropriate uses of SCDNR properties and are the priority general public uses. These are: (1) hunting; (2) fishing; (3) wildlife or other natural resource observation; (4) wildlife or other natural resource photography; (5) environmental education; and (6) environmental interpretation. Other uses of SCDNR properties will be evaluated according to SCDNR Policy #203.04, SCDNR Policy #400.01, and other relevant laws or policies to determine if they are appropriate and compatible.

INTRODUCTION

Fort Frederick Heritage Preserve (FFHP) was acquired and dedicated in September 1999 to protect a Colonial British tabby fort and its associated archaeological remains. The property was ranked as the 30th most critically significant cultural site in the 1990 Statewide Assessment of Cultural Sites. The fort is designated as an archaeological site, 38BU102/1100 and was listed in the National Register of Historic Places (NRHP) in December 1974. Additional archaeological components known as Smith Plantation and Camp Saxton (38BU163) exist on the property and make momentous contributions to the FFHP's significance.

In 2015, an archaeological inventory of the property was conducted. This work defined the location of numerous archaeological components related to the colonial fort, the plantation era and Woodland period Native American occupations. In 2016, an underwater archaeological remote sensing survey found no significant resources, except the remains of the eastern wall of Fort Fredrick, exist in the immediate vicinity of the preserve.

Fort Frederick never witnessed any action during its short life as a military garrison in the early 18th century. As the oldest remaining tabby structure in Beaufort County, it is extremely significant. However, it may be argued that greater significance stems from the events surrounding January 1, 1863, when its walls supported the dock across which blacks and whites walked to the reading and celebration of the Emancipation Proclamation.

Physical Location

FFHP is a 3.044 acre tract situated on the west bank of the Beaufort River, near the southern edge of Port Royal Island in Beaufort County. To reach the preserve from the intersection of Boundary Street (Hwy 21 Business) and Ribaut Road (Hwy 281) in Beaufort, one drives south along Ribaut Road for 3.5 miles to Shell Road. Turn left onto Shell Road, go 0.1 miles to the intersection of Pinckney Boulevard (Navy Hospital entrance and guard house will be on the left), cross Pinckney Boulevard, onto Old Shell Road and drive for 0.2 miles to the intersection of Old Fort Road on the left. Turn left and drive to the end of Old Fort Road (0.1 miles). The entrance to the property is at the end of Old Fort Road and has UTM coordinates of 529958E 3583070N NAD 83. Figure 1 locates the preserve in relation to the surrounding areas.

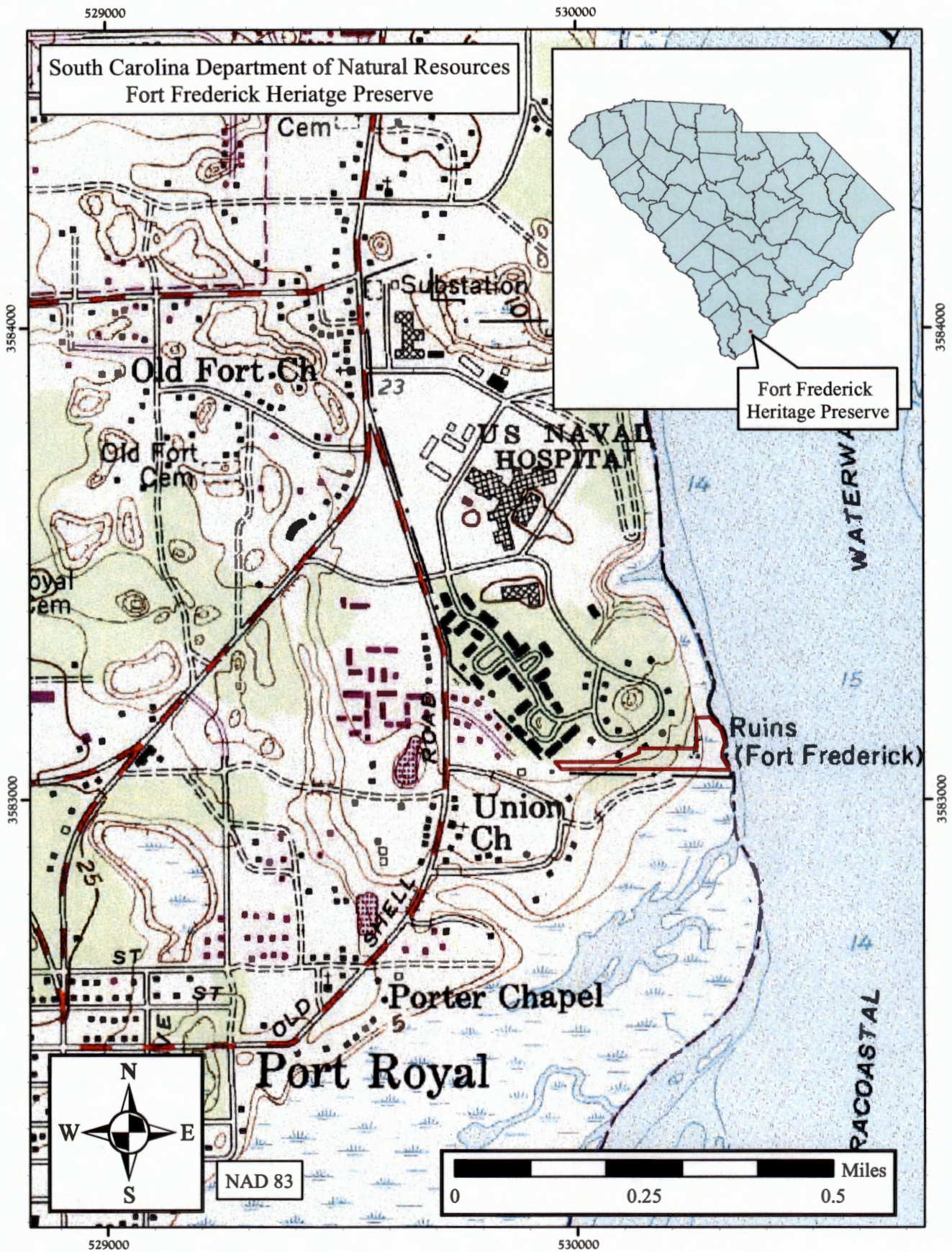


Figure 1. Fort Frederick Location

Property Description

FFHP is situated within the town limits of Port Royal. The town of Port Royal is located in the southern central portion of Port Royal Island. At the eastern edge of FFHP is the Beaufort River, and the U.S. Naval Hospital borders the preserve to the north. To the south are numerous private properties. Beaufort County owns two parcels of land to the west and on the southeast corner.

The natural environment would be considered a Maritime Forest had it not been altered by years of use as a boat landing. Currently there are numerous large live oaks, palmettos, and other maritime species like tooth ache tree and tough buckthorn. The herbaceous plants under the tree canopy contain both native and non-native species. The tidal flat on the property's eastern edge contains succulent halophytes typical of such salty environments.

Fort Frederick itself is located in the northeastern portion of the property adjacent to the Beaufort River. In 2006, the fort was surveyed and a map was generated detailing its condition (figure 2). The fort is made of tabby, a type of concrete consisting of a mixture of crushed oyster shell, lime, sand and water. The fort currently measures approximately 130 feet north/south by 128 feet east/west. Approximately one-third of the eastern portion of the fort has eroded into the Beaufort River. The walls of the fort are four to five feet in height and five feet six inches in width. The fort features two angled bastions positioned diagonally opposite one another. The northeastern bastion is nearly completely eroded away by the river and is only visible at low tide. The southwestern bastion remains mostly intact.

Property Acquisition

SCDNR accepted the donation of FFHP in September 1999 through the National Park Service (NPS) Federal Surplus Property for Public Park or Recreational Purposes Program. The application submitted in July 1998 to the NPS Program stated the property would be utilized as a passive public park, and the existing boat landing would remain open. The application also indicates ingress/egress would be through the main gate at the Beaufort Naval Hospital.

The SCDNR Board approved the acquisition of FFHP in January 1998 following the recommendation of the Heritage Trust Board in February 1997. Numerous stipulations outlined in the NPS Program application were agreed to by DNR and incorporated into the September 1999 Quitclaim Deed. Among others, these stipulations specifically stated the property was to be used for public recreation.

The deed was recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1853 on November 18, 1999. The property was established as a Heritage Preserve by dedication pursuant to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-80, and the Dedication Agreement was recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1861 on November 18, 1999. The SCDNR further committed FFHP to the Heritage Trust pursuant to South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-90, and the Trust Easement was recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1867 on November 18, 1999.

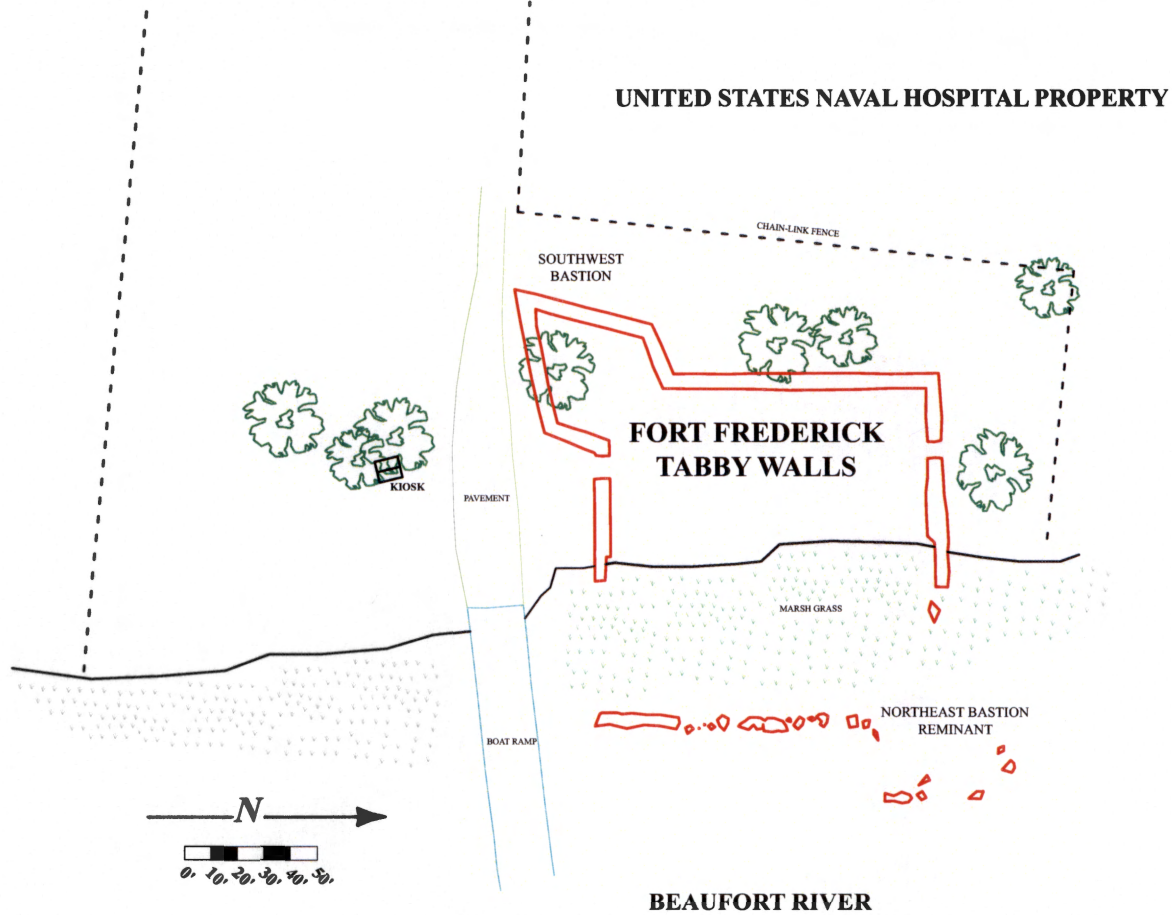


Figure 2. Fort Frederick Tabby Walls

FFHP was accessible through the Naval Hospital Beaufort grounds until September 11, 2001. After this date, public access to the Naval Hospital was restricted and unrestricted upland public access to FFHP was no longer possible. Since 2001 public access has only occurred through prearranged tours with DNR staff or visiting by boat.

In 2013, Beaufort County acquired a 0.65 parcel of land (R110 009 000 142I 0000) in order to provide public access to Fort Frederick and to redevelop the boat landing. This parcel is located at the end of Old Fort Road in Port Royal and shares a property line with FFHP. Beaufort County also owns a 1.93 acre parcel of land (R110 011 000 0155 0000) adjacent to the southeastern portion of FFHP.

As allowed by S.C. Code Ann. § 51-17-40(7), the SCDNR has leased to Beaufort County approximately 2.3 acres of FFHP for the development and management of a replacement boat landing facility. Accordingly, the County has assumed management responsibilities for a portion of FFHP under that 20-year Lease and Management Agreement.

Deed Stipulations

Transfer of the property to the SCDNR was accomplished via a Quitclaim Deed. Numerous stipulations were agreed to by the SCDNR in the deed which was executed on September 7, 1999. The stipulations remain in effect and are provided below.

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Regional Director, Southeast Region, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes by the State of South Carolina, Department of Natural Resources (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of 3.044 acres in fee, containing the ruins of Fort Frederick located along the southern boundary of the U.S. Naval Hospital and being situate on Port Royal Island in Beaufort County, South Carolina and being more particularly described as follows:

Commence at a concrete monument on the westerly bank of the Beaufort River being the southeasterly most corner of the U.S. Naval Hospital property for the POINT OF BEGINNING:

Thence N 89°45'50" W for 853.65' to a concrete monument;
 Thence N 89°53'20" W for 152.70' to a concrete monument;
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 Thence S 89°45'50" E parallel to and 1.5' southerly of an existing chain-link fence for 436.67' more or less, to a point;
 Thence N 66° 27'58" E parallel to and 1.5' southeasterly of an existing 7' high chain-link fence for 162.56', more or less, to a point;
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 Thence N 00°14'10" E parallel to and 1.5' easterly of an existing 7' high chain-link fence for 215.0', more or less, to a point;
 Thence 89°45'50" E parallel to and 1.5' southerly of an existing 7' high chain-link fence for 71 .93', more or less, to a point on the westerly bank of the Beaufort River;
 Thence S 01°05'10" W along the westerly bank of the Beaufort River for 360.04', more or less, to the POINT OF BEGINNING, containing 3.044 acres, more or less.

This conveyance is made subject to any and all existing rights-of-way, easements, covenants and agreements affecting the above-described premises, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions,

conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the subject property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of South Carolina, Department of Natural Resources.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree to itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public park and recreation purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on July 17, 1998, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area which says:

This park land was acquired through the federal LANDS TO PARKS program of the United States Department of the Interior, National Park Service, for use by the general public.

3. This property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding 2-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. Funds generated on this property may not be expended for nonrecreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property. After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.
6. As part of the consideration for the Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43

C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
8. Grantee shall be on the lookout for archeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered. Grantee shall comply with the provisions of 36 C.F.R. Part 800, regarding protection of historic and cultural properties. Grantee's development plans shall avoid sites identified by a Cultural Resources Assessment of the property, and, prior to any alteration or construction on the property, Grantee shall consult with the State of South Carolina Preservation office.
9. Grantee covenants and agrees to comply with Section 106 of the National Historical Preservation Act of 1966, as amended, recognizing that the subject property contains the remains of Fort Frederick, which is listed on the National Register of Historic Places.
10. The Grantee further covenants and agrees to comply with the National Environmental Policy Act of 1969, as amended, the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977), or Protection of Wetlands and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.
11. As of the date of conveyance, all remedial action necessary to protect human health and the environment, with the respect to any known hazardous substance activity on the subject property, has been taken and no further remedial action is required at this time. However, after the date of conveyance, which is due to contamination occurring prior to the date of conveyance, will be conducted by the United States.

In the event any environmental contamination is discovered or additional remedial action is deemed necessary after conveyance, the Federal sponsoring agency should be notified immediately. Additionally, expenditures for environmental restoration projects that are not imminent threats to public health and safety will not be considered an off-set for purposes of abrogation unless these expenditures are to remediate contamination and unless prior concurrence is obtained from the Federal sponsoring agency.

12. The Grantee covenants for itself, its successors and assigns, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.
13. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted.

Additional Protection of Historic Sites

In addition to the application of the Heritage Trust Act, the above referenced deed stipulations, and other laws generally related to FFHP, there are additional protections for state owned or leased properties pursuant to S.C. Code Ann. § 60-12-10 et seq. This law requires consultation with the South Carolina State Historic Preservation Office (SHPO) for projects that could adversely affect state owned properties that are listed in the NRHP. In August of 2010, the SCDNR and South Carolina Department of Archives and History (SCDAH) signed a Programmatic Agreement which defined how the SCDNR will manage its NRHP properties. The agreement allows for the SCDNR to manage its historic properties in accordance with the *Secretary of Interior's Standards for the Treatment of Historic Properties* (36 CFR 68) and the *South Carolina Standards and Guidelines for Archaeological Investigations* (2005). The SCDNR will consult with SCDAH if questions arise regarding the implementation of these guidelines.

HISTORY AND ORIGIN OF THE PROPERTY

Fort Fredrick is believed to be the oldest tabby structure still standing in Beaufort County, and the only Colonial period fortification visible today. The Colonial Government of Carolina built the fortification between 1733 and 1734 to protect the water access to Beaufort Town (est. 1710) from the Atlantic Ocean via Port Royal sound and the Beaufort River.

Garrisoned from 1734 to 1757, the fortification never witnessed military action. James Oglethorpe lodged some of Georgia's first settlers in the fort's barracks in 1733. In 1785, the fort and surrounding lands were sold, and by the 1860s the tract had become known as Smith's Plantation. The fort has also been known as the Old Spanish Fort or Smith's Fort.

In November of 1861, Union forces occupied the fort and surrounding area following the battle of Port Royal. Subsequently, the grounds around the fort became the camp headquarters for the 1st South Carolina Regiment of Volunteers, a regiment of African-American soldiers. The encampment was named Camp Saxton for General Rufus Saxton, who had been a leading supporter of the Port Royal Experiment.

At Camp Saxton, on January 1, 1863, the Emancipation Proclamation was read to thousands of both whites and ex-slaves. A dock had been constructed across the submerged portions of the fort's eastern wall, and across this dock walked many attendees of the day's celebration. Numerous accounts of the events were recorded in personal diaries; these writings mention the old fort, and it is perhaps this event that is most significant in the history of Fort Frederick.

The U.S. Government bought Smith's Plantation and the fort in 1863 for non-payment of taxes. In 1949, the U.S. Naval Hospital and associated housing was built on the former plantation property. The property was acquired by the Heritage Trust as a donation from the National Park Service's Federal Surplus Property for Public Park or Recreational Purposes Program in 1999.

In 2016, an archaeological report entitled "Cultural Resource Inventory of the Fort Frederick Heritage Preserve, Beaufort County, South Carolina" was completed by the South Carolina Institute of Archaeology and Anthropology (SCIAA). This work details the results of the 2014-2015 systematic archaeological inventory of the entire 3.044 acre tract. The report includes a detailed review of the historic development of the property.

Between 2002 and 2003, the Historic Beaufort Foundation and the Historic American Buildings Survey (HABS) division of the National Park Service (NPS) sponsored a survey of the extant examples of tabby architecture in Beaufort. Fort Frederick was documented, and the published report details the history and condition of its tabby construction. The report number is HABS No. SC-858 and can be found at: <http://cdn.loc.gov/master/pnp/habshaer/sc/sc1100/sc1116/data/sc1116data.pdf>. In 2015 and 2016, a coating of new tabby was added to the walls of the fort to protect them from the elements and future visitation.

MANAGEMENT OBJECTIVES

Desired Future Condition

At FFHP, the current plant and animal communities are the result of centuries of human management. The property was acquired because of its cultural resources and the significant contribution they make to our understanding of past events. FFHP's natural resources are important but they must be a secondary consideration in the management of the preserve. The DFC of FFHP is for it to be a public park whose cultural resources are of primary concern. While the preserve's plant and animal communities will be maintained, the primary objective will be the preservation of the cultural resources on the property.

NATURAL RESOURCES

The preserve exhibits remnant maritime and marine habitats typically associated with the Sea Islands. The preserve's natural plant and animal community has been impacted due to decades of use as a boat landing. A 2009 botanical survey found plants typical of our modern coastal environs and no species of special concern were identified. As such, management of vegetation at FFHP is intended to support the primary and secondary purposes of this management plan.

CULTURAL RESOURCE MANAGEMENT

Fort Frederick

This area is designated as “SCDNR Management Area” on Figure 3. **Only SCDNR staff is allowed to conduct maintenance within this area on and around Fort Frederick.**

Tabby Walls

Preservation of Fort Frederick’s tabby walls are of paramount importance. In 2015 and 2016, a coat of new tabby was added to the landward wall’s sides and top. The work was conducted to stabilize the walls and harden their surfaces. This protective coating is expected to last 50 years. In the event additional repair work is needed, only a craftsman qualified and experienced in the restoration of historic tabby structures will be used.

Trees, Vegetative Growth & Debris

SCDNR staff will inspect the fort on a bimonthly basis. Vegetative debris shall be removed during each inspection with a leaf blower. Herbicide application may be necessary to control plant growth. Plants that become firmly rooted in the tabby walls should be treated with herbicide, allowed to die and decay. Pulling roots from the tabby will hasten its demise.

Grass on the interior and exterior of the fort shall be mowed frequently enough to maintain a manicured lawn appearance. Weed eaters may be used, but their blades or string cutting heads must not be allowed to touch the walls of the fort.

Trees shall be inspected by a licensed arborist on a yearly basis. An annual report shall be written, describing the health of the trees surrounding the fort. The report shall include recommended management/pruning proscriptions. A reputable tree company shall be contracted to conduct necessary pruning. Matting shall be placed under heavy trucks needed to access tree tops around the fort.

In 2015, an International Society of Arboriculture Certified Arborist with Bartlet Tree Experts inspected the trees surrounding the fort. They found the four large live oaks located inside of and around the perimeter of the old fort ruins are in good condition with no outward signs of structural defects. Due to the close proximity to the ruins the following maintenance recommendations were made to help best manage these trees in the future:

Fertilize once annually (as per an annual soil analysis) with a soil injected soluble fertilizer to help boost health and stave off the threat of disease and infestation.

Prune once every two years to thin the upper crowns by approximately 15% of all live limbs to help reduce sail effect and minimize future storm related damage.

Prune to remove large hazardous deadwood and reduce the width of the crowns at least once every three years to help to minimize the threat of falling debris and damage to the ruins.

Graffiti

Any graffiti shall be removed with anti graffiti products such as Dumond's Watch Dog Wipe Out Porous Surface Graffiti Remover. Pressure washing of the fort is strictly prohibited.

Prohibited Activities

Climbing, walking or sitting on the fort walls is strictly prohibited. Excavation and metal detecting for the purpose of collecting artifacts is strictly prohibited. Collecting artifacts from the river's edge is strictly prohibited. Signage will be maintained describing prohibited activities.

Remainder of Fort Frederick Heritage Preserve

Those portions of FFHP which are not immediately adjacent to the fort also contain important cultural resources which require careful management just as those related to the fort. This area is designated as "Beaufort County Management Area" on Figure 3.

Access Road

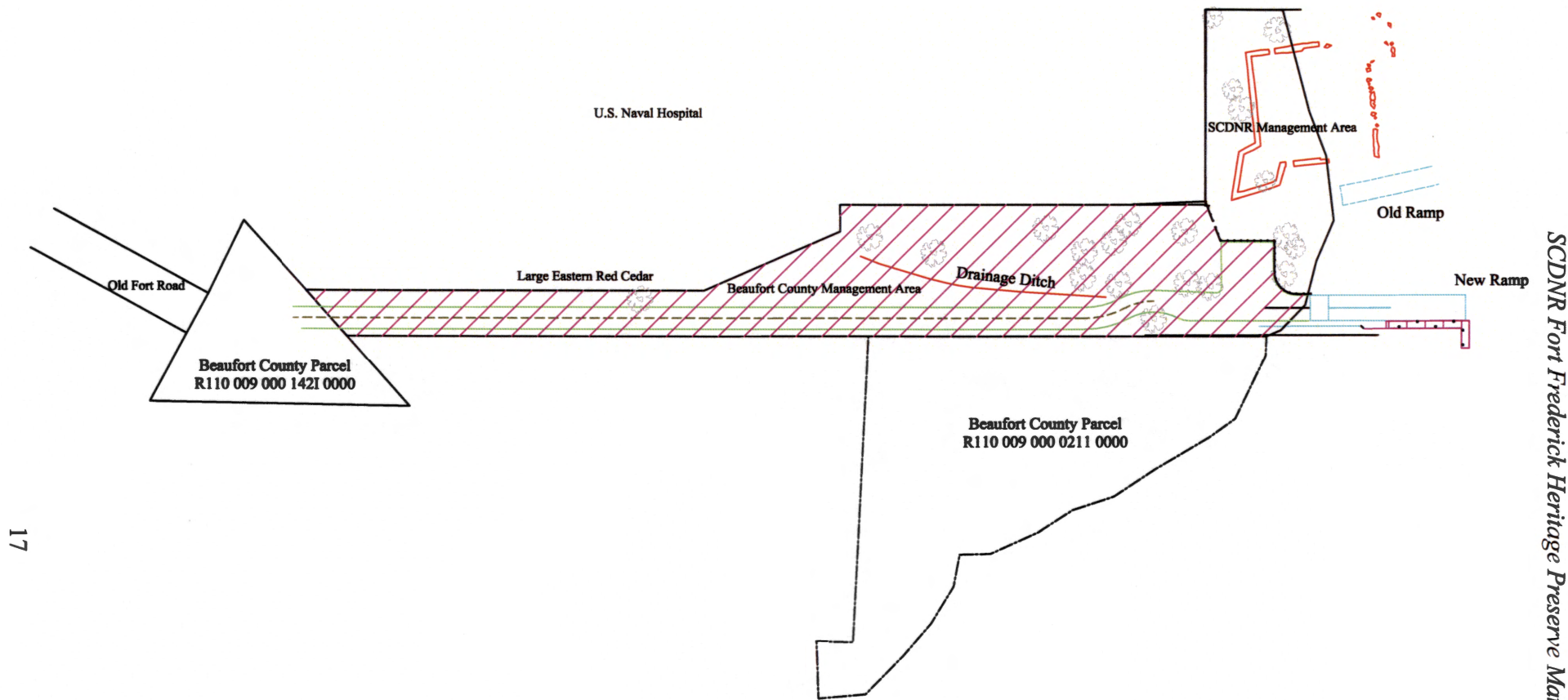
The access road into FFHP will be enhanced and maintained by placing additional porous materials upon the existing ground surface. No grading or excavation below the existing ground surface shall occur in order to protect sub-surface cultural resources.

Trees, Vegetative Growth & Debris

1. Management of this area shall include periodic mowing to keep ground vegetation at acceptable heights.
2. Trash receptacles will be installed, maintained and emptied on a regular basis.
3. A general inspection of the property to remove litter will be conducted regularly.
4. At least annually or more frequently as needed, the trees and shrubs shall be inspected and pruned as necessary to maintain tree health or removed if determined to be hazardous or unhealthy. The large

Eastern Red Cedar near Naval Hospital's Tennis Courts is of particular concern and copious care shall be applied to maintain its health and longevity. Trees lining the drainage ditch crossing the property shall be maintained and pruned as necessary to allow reasonable clearance along the access road. However, these trees lining the drainage ditch are not to be removed as they break the rapid flow of water during storm events. The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist shall be consulted prior to the removal of any tree deemed hazardous or unhealthy.

5. The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist shall be consulted during the planning stages of any proposed ground disturbance. Prior written approval of any ground disturbance must first be obtained from the SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist. Archaeological investigation will be required prior to ground disturbing activities.



SCDNR Fort Frederick Heritage Preserve Management Plan

Figure 3. Fort Frederick Management Areas

ARCHAEOLOGICAL RESEARCH AND INVESTIGATION

Protection and Mitigation

Significant archaeological resources were identified during the 2014-2015 archaeological inventory of the preserve. Additional unknown resources may exist on the property. Excavation or ground disturbing activities will not be conducted without the prior written approval of the SCDNR Archaeologist. Construction projects requiring excavation will require archaeological mitigation prior to construction. A minimum of six months of lead time will be necessary to conduct mitigation excavations.

Research

Archaeological research and study opportunities will be encouraged on FFHP. Potential research work shall be conducted by qualified individuals that meet or exceed the Secretary of the Interior (48 F.R. 44738-44739) qualifications. Prospective researchers must provide a positive record of past performance for review. All work must meet or exceed the Standards of the Secretary of the Interior (48 F.R. 44738-44739) and the South Carolina Guidelines and Standards for Archaeological Investigations. All aspects of any proposed project must first be approved in writing by the SCDNR Archaeologist. A written agreement shall be entered into by all parties and it shall include a research design that details the project objectives, methodologies, public participation / access, acceptable outcomes and timeline.

Public Use and Access

Steps should be taken to increase public awareness of the property through media publications and web pages. Enhanced public use following allowable activities is thought to decrease prohibited activities. The local community must view the property as their own, and, after this occurs, local individuals will police the property and discourage unwanted behavior. Archaeological projects conducted on the preserve shall be conducted in such a way that the public can participate and/or visit during excavations.

Interpretive Program and Maintenance of Interpretive Signage

Interpretive programs and signage, as well as guided and self-guided tours should be developed. In addition to interpretative programs and products for the general public, the site lends itself to the specialized form of interpretation delivered to school age children. The use of the site for school curriculum programs is recommended to help all ages fully appreciate the unique cultural character of the site and history of South Carolina and the United States.

TREATMENT OF CEMETERIES

No documentation has come to light indicating FFHP contains cemeteries. However, given the long history of human occupation of the property, it is possible burials exist on the preserve. If graves are discovered on FFHP, the SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist must be contacted immediately, and precautions should be taken to protect the remains from any damage or desecration. Bones or other objects in the grave must not be removed, and the release of public information should be limited until the arrival of SCDNR Archaeologist or Cultural Heritage Preserve Manager.

Destruction or desecration of human remains or repositories thereof is illegal under S.C. Code Ann. § 16-17-600. Preservation of abandoned or unmaintained cemeteries is also covered under S.C. Code Ann. § 6-1-35.

Human remains and graves must be treated with respect and left undisturbed. Several state and federal laws may be violated as a result of the disturbance of human remains. Removal or disturbance of human remains from a marked grave or unmarked grave is an act of last resort requiring careful consideration, planning and consultation. See generally S.C. Code Ann. § 27-43-10.

The following Standard Operating Procedures will be used regarding marked cemeteries in the event that any are identified on FFHP.

- 1) Cemeteries will be fenced and maintained.
- 2) No excavation will occur within the cemetery or within a 30 meter buffer of the cemetery.

The following Standard Operating Procedures will be used regarding the discovery of human remains.

- 1) All activities around the human remains, including a 30 meter buffer zone, will immediately cease and the SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist will be immediately notified.
- 2) The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist will visit the location within 48 hours and determine if the site is an archaeological site (i.e. human remains not the result of criminal activity).
- 3) The local authorities will be contacted immediately if the remains appear to be associated with a modern crime scene.
- 4) Within 72 hours of the field assessment, the SCDNR Archaeologist will report findings to the SHPO and the State Archaeologist. In consultation with the SHPO and the State Archaeologist, the SCDNR Archaeologist will develop a plan for the protection of the human remains.
- 5) All efforts will be made to avoid further impacts to the site. Project undertakings will be modified to avoid further impact. Further disturbance of the site will be an act of last resort.

- 6) If the human remains cannot be avoided, the SCDNR Archaeologist will develop a plan for removal in consultation with the SHPO and the State Archaeologist. No removal will be conducted until the plan is approved and signed by SCDNR, SHPO and the State Archaeologist.
- 7) Recovery of human remains for scientific purposes may be permitted after careful consultation with the SHPO and State Archaeologist. A written research justification and plan shall be prepared and approved by the SHPO and State Archaeologist.

BOAT LANDINGS

Old Boat Landing

The Old Boat Landing shall be left in place. The landing has become a habitat for oysters. SCDNR Coastal Geology staff has recommended leaving the landing in place because it is acting as a groin and is holding sand in place, thereby protecting Fort Frederick from further erosion. Removal of the landing could cause erosion of the fort to increase. No empirical data exists to support the assumption that boat traffic is exacerbating erosion of the bank. The Beaufort River witnesses constant commercial and recreational traffic. Wakes from these boats constantly wash the shore of the preserve with little apparent effect. Landward signage shall be installed to discourage preserve visitors from accessing the landing. Buoys shall be installed to warn boaters of the submerged portions of tabby and to block access to the old landing.

New Boat Landing

Within the constraints imposed by the primary objective, FFHP has the potential to provide renewed opportunities for recreational boaters. Beaufort County wishes to reestablish a boat landing on the preserve. SCDNR staff has concluded that reopening a boat landing on the preserve is appropriate and has collaborated with the County to pursue an improved landing facility.

EMERGENCY RESPONSE TO CATASTROPHIC EVENT

Federal regulation 36 CFR 800.12 requires SCDNR to develop plans for catastrophic events such as hurricanes, tornados or wildfires. Such planning includes procedures that address treatment of cultural properties when responding to disasters. The following Standard Operating Procedure (SOP) will be used when responding to emergencies on FFHP. Immediate rescue and salvage efforts to preserve life and property are exempt.

- 1) The first response will be to restore necessary infrastructure (clear access road and landing). Every effort will be made to avoid impacts to historic properties during this emergency phase.
- 2) The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist will assess damages to historic properties within five working days of the catastrophic event.
- 3) The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist will prepare a report of damages to historic properties and a plan for mitigation of any adverse impacts to the SHPO within 30 days of the field assessment.
- 4) The SHPO will have 30 days to respond to the damage assessment and mitigation plan.
- 5) The SCDNR will execute the mitigation plan.

NATURAL BIOLOGICAL INVESTIGATIONS

Researchers interested in conducting science projects on heritage preserves must have a Scientific Collecting Permit issued by the Heritage Trust Program. A permit application form is available from SCDNR-Heritage Trust Program PO Box 167, 1000 Assembly Street, Columbia, SC 29202.

RULES AND REGULATIONS

Close adherence to the laws and regulations that apply to all heritage preserves is necessary to protect their cultural and ecological integrity. Regulations specific to this preserve also apply. In addition to those laws identified elsewhere in this management plan, relevant state laws include the Heritage Trust Act (S.C. Code Ann. § 51-17-10 *et seq.*) and S.C. Code Ann § 50-11-2200 *et seq.* and S.C. Code Regulations 123-200 *et seq.* Both state statutes and regulations may be found online at www.scstatehouse.net.

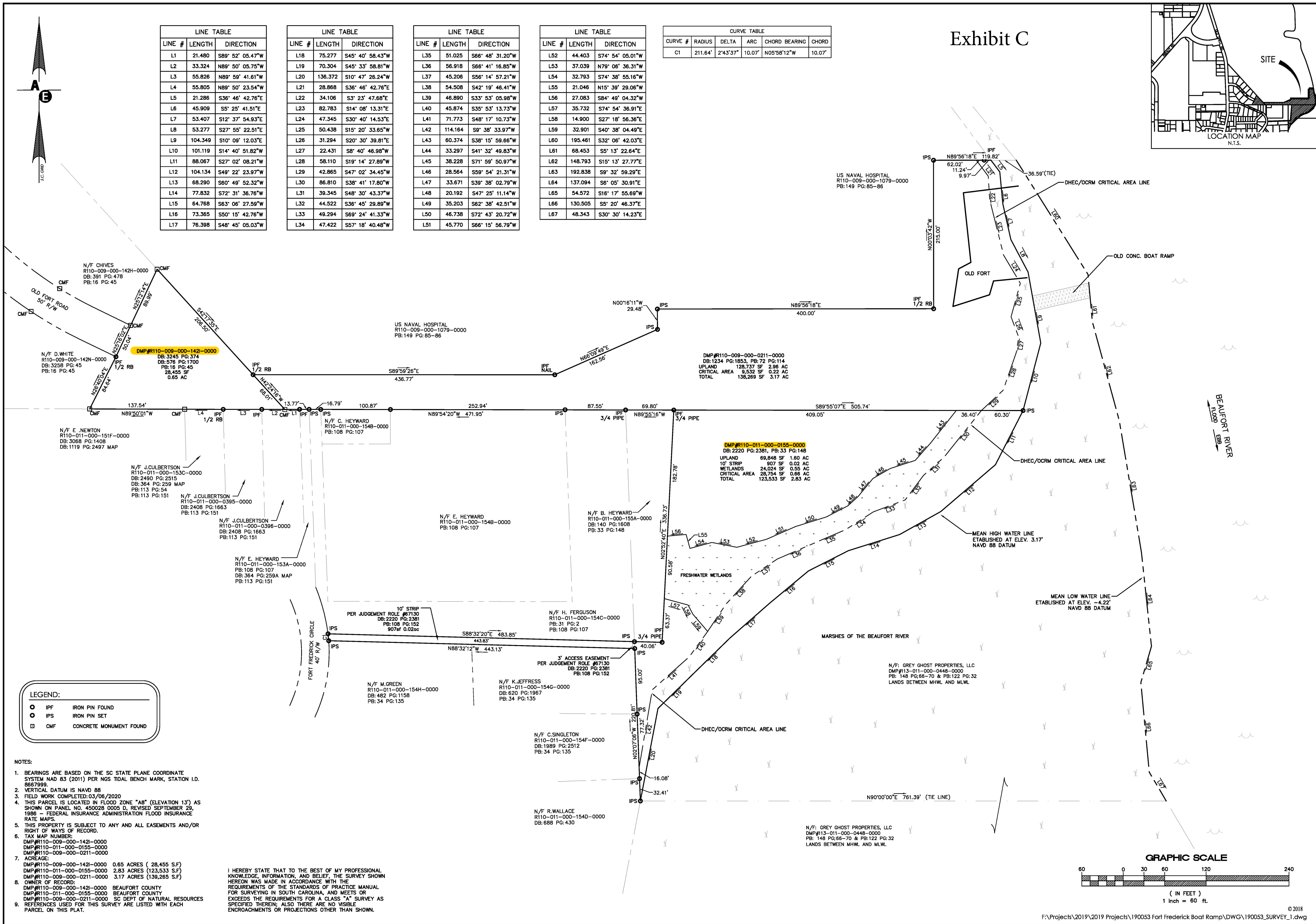
Please contact SCDNR at 803-734-3893 for more information on the regulations for use of this preserve. Please report violations to 1-800-922-5431.

LAW ENFORCEMENT

The SCDNR- Law Enforcement Division (LED) will enforce state hunting and fishing regulations, as well as preserve regulations. SCDNR personnel who hold commissions also have the authority to enforce regulations and will provide assistance to the LED to the fullest degree possible. Rules and regulations have been established which apply to all heritage preserves including FFHP.

Close adherence to the regulations that apply to all heritage preserves is necessary to protect the cultural integrity of the preserve. Regulations specific to this preserve may also apply in the future. Inordinate degradation of any portion of the preserve may force temporary or permanent exclusion of the public from that area.

Other commissioned state and local law enforcement officials, have the authority to enforce Heritage Preserve Regulations under S.C. Code Ann. §51-17-130. Conservation Officers in SCDNR Region Four will be asked to assist Heritage Trust Program staff in the monitoring of this preserve for illegal access and site vandalism.



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

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PROFESSIONAL SEAL
CAROLINA
JAY HAYES
NO. 13527
JULY 2018

ANDREWS ENGINEERING CO., INC.
NO. 000006
JULY 2018

2712 Bull Street Suite A
Beaufort, SC 29902
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Andrews Engineering & Surveying

BOUDNARY SURVEY
Prepared for
BEAUFORT COUNTY

FORT FREDRICK
PARK
TOWN OF PORT ROYAL
BEAUFORT COUNTY
SOUTH CAROLINA

Date Drawn: 03/12/2020
Last Revised: 00/00/00
Drawn By: J. Gray
Surveyor: J. Hayes

SHEET #:
1
JOB: 190053



BEAUFORT COUNTY COUNCIL

Agenda Item Summary**Item Title:**

Settlement documents for litigation with Whitehall Point Holdings, LLC

Council Committee:

County Council

Meeting Date:

January 11, 2021

Committee Presenter (Name and Title):

Kurt Taylor, County Attorney

Issues for Consideration:

It is proposed that County Council approve the settlement of litigation with Whitehall Point Holdings, LLC. The settlement documents include a) the settlement agreement, b) an easement agreement, c) an ordinance approving the easement, d) a development services agreement and e) the payment of \$42,000 to Whitehall Point Holdings, LLC.

Points to Consider:

This would resolve all outstanding issues in the litigation.

Funding & Liability Factors:

The settlement includes a payment of \$42,000 to the plaintiff. No other fees or costs are involved.

Council Options:

Approve, modify, or reject

Recommendation:

Staff recommends Council approve the settlement.

PREPARED BY:

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*****AREA ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION*****

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made effective this _____ day of _____, 2021, by and between WHITEHALL POINT HOLDINGS, LLC, a South Carolina limited liability company ("Whitehall"), and BEAUFORT COUNTY, a political subdivision of the State of South Carolina ("County").

W I T N E S S E T H:

WHEREAS, Whitehall is the owner of certain real property shown as Parcel B on that certain plat prepared by David E. Gasque, RLS, dated December __, 2020 entitled "PARCELS "A" & "B" WHITEHALL PLANTATION PREPARED FOR WHITEHALL DEVELOPMENT GROUP, LADY'S ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" (the "Plat") which was recorded _____, 2021, in Plat Book _____ at Page _____ in the ROD Office for Beaufort County, South Carolina ("Parcel B"); and

WHEREAS, County is the owner of certain real property shown as Parcel A on the Plat ("Parcel A"); and

WHEREAS, the Plat shows a "PROPOSED ACCESS EASEMENT" running from Sea Island Parkway across Parcel B to the Northern boundary of Parcel A for the benefit of Parcel A, a "PROPOSED ACCESS EASEMENT" running from Meridian Road across Parcel B to the Eastern boundary of Parcel A for the benefit of Parcel A, and a "PROPOSED 20' ACCESS EASEMENT" along the Northern and Easter boundaries of Parcel A for the benefit of Parcel B (collectively, the "Access and Utility Easement Area"); and

WHEREAS, the Plat shows a "Stormwater Outfall & Filtration Basin" on Parcel A (the "Drainage Pond") which is to be used for stormwater filtration from both Parcel A and Parcel B; and

WHEREAS, the parties hereto wish to create cross easements in favor of each other for both access and utilities in the Access and Utility Easement Area and to create a stormwater filtration easement for the benefit of Parcel B in the Stormwater Outfall & Filtration Basin; and

WHEREAS, the parties hereto desire to set forth in this Agreement the terms and conditions governing said easement rights.

NOW THEREFORE, the premises considered and for and in consideration of the sum of TEN AND NO/ 100 DOLLARS (\$10.00), the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Incorporation of Whereas Clauses. The above recitals are true and correct and are hereby incorporated by reference thereto as if restated fully herein.
2. Grant of Easement Rights. Subject to the terms and conditions of this Agreement as hereafter set forth, Whitehall does hereby grant, transfer, sell and convey to County, its successors and assigns, and does create and establish for the benefit of County, and its subtenants, licensees, customers, citizens, agents, employees, invitees, mortgagees, successors and assigns, a perpetual, appurtenant, non-exclusive easement of access, ingress, and egress upon, over and across the Access and Utility Easement Area on Parcel B, along with a perpetual, appurtenant, non-exclusive easement for utilities upon, over, under and across the Access and Utility Easement Area on Parcel B. The sole purposes of said easements is for pedestrian and vehicular ingress and egress and the installation and maintenance of utilities including, without limitation, electricity, gas, water, sewer, cable television, telephone and broadband internet, for the benefit of Parcel A. The benefits and burdens of the easement rights herein granted shall run with the ownership of Parcel A and Parcel B. TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging to and in anywise incident or appertaining to the above-described easement rights. TO HAVE AND TO HOLD all and singular the easement rights before mentioned unto County, its subtenants, licensees, customers, citizens, agents, employees, invitees, mortgagees, successors and assigns forever.

Subject to the terms and conditions of this Agreement as hereafter set forth, County does hereby grant, transfer, sell and convey to Whitehall, its successors and assigns, and does create and establish for the benefit of Whitehall, and its guests, licensees and invitees, a perpetual, appurtenant, non-exclusive easement of access, ingress, and egress upon, over and across the Access and Utility Easement Area on Parcel A, along with a perpetual, appurtenant, non-exclusive easement for utilities upon, over, under and across the Access and

Utility Easement Area on Parcel A, and a perpetual appurtenant, non-exclusive easement for stormwater filtration from Parcel B into the Stormwater Outfall & Filtration Basin. The sole purposes of said easements is for pedestrian and vehicular ingress and egress, the installation and maintenance of utilities including, without limitation, electricity, gas, water, sewer, cable television, telephone and broadband internet, and stormwater drainage, all for the benefit of Parcel B. The benefits and burdens of the easement rights herein granted shall run with the ownership of Parcel A and Parcel B. TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging to and in anywise incident or appertaining to the above-described easement rights. TO HAVE AND TO HOLD all and singular the easement rights before mentioned unto County, its successors and assigns forever.

3. Reservation of Grantor's Rights. Each party hereto hereby reserves the right to utilize the Access and Utility Easement Area for any and all purposes that are not inconsistent with and do not interfere with the other party hereto's use and of the Access and Utility Easement Area.
4. No Obligation to Pay Rent, Occupancy Changes or Taxes. No party hereto shall be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.
5. Restrictions, Limitations and Conditions of Grants of Easements. The easements granted herein shall be limited to vehicular and pedestrian access, ingress and egress, and the installation, maintenance and use of utilities that shall serve Parcel A and Parcel B, and for stormwater filtration. Neither party shall install a fence or other barrier which could prevent or obstruct the passage of pedestrian or vehicular travel for the purposes stated herein. Each party hereto shall be permitted to maintain the easement area, inclusive of any repairs that are needed to ensure safe passage across the easement area; however, any improvements to the easement area must be approved by the other party hereto in advance of any material changes or improvements made to the Access and Utility Easement Area and the Drainage Pond.
6. Common Ownership. In the event that Parcel A and Parcel B shall at any time be owned in common by one person or entity, then all easements and restrictions herein granted and imposed with respect to the property shall merge, terminate and be of no further force and effect, and said owner shall execute a termination of easement and record the same with the Register of Deeds of Beaufort County, South Carolina.

7. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Parcel A and Parcel B, shall run with the title to and burden the Access and Utility Easement Area and Parcel A and Parcel B forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their successors, successors-in title, and assigns.
8. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).
9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.
10. Amendments. This Agreement may not be amended, modified, altered or terminated except by written agreement signed by Whitehall and County.
11. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Whitehall, its successors, and assigns, and County, its successors and assigns.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date above stated.

WHITEHALL POINT HOLDINGS, LLC,
a South Carolina limited liability company

Witness #1

Name: _____

By: _____

Name: Samuel M. Levin

Title: Member

Witness #2

Name: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

I, the undersigned notary, do hereby certify that Samuel M. Levin, Member of WHITEHALL POINT HOLDINGS, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2021.

Print Name: _____

Notary Public

State of South Carolina

Comm. Exp.: _____

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date above stated.

BEAUFORT COUNTY, a political subdivision
of the State of South Carolina

Witness #1

Name: _____

By: _____

Name: _____

Title: County Administrator

Witness #2

Name: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

I, the undersigned notary, do hereby certify that _____, County Administrator of BEAUFORT COUNTY, a political subdivision of the State of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2021.

Print Name: _____

Notary Public

State of South Carolina

Comm. Exp.: _____

F:\client\B\Beaufort County\adv. Whitehall\Settlement Agreement\12.29.2020 Clear Cross-easement Agreement.docx

STATE OF SOUTH CAROLINA)	COURT OF COMMON PLEAS
)	FOURTEENTH CIRCUIT
COUNTY OF BEAUFORT)	CIVIL ACTION NO.: 2019-CP-07-01342
)	
Whitehall Point Holdings, LLC,)	
)	
Plaintiffs,)	
)	
vs.)	SETTLEMENT AGREEMENT
)	
Beaufort County, South Carolina,)	
)	
Defendant,)	
)	

This Settlement Agreement is made this ____ day of January, 2021 by and between Whitehall Point Holdings, LLC (hereinafter "Plaintiff") and Beaufort County, South Carolina (hereinafter "Defendant" or "County") and collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Contract for the Purchase and sale of real estate;

WHEREAS, the Parties closed on the Purchase and Sale on October 23, 2018, and the documents recorded on that date included, but were not limited to, an Easement Agreement recorded in Book 3709 at Pages 1713-1717 on October 23, 2018 (Easement Agreement);

WHEREAS, the County filed a Notice and Affidavit of Erroneous Easement Agreement Recorded in Book 3709 at Pages 1713-1717 on January 25, 2019 (Erroneous Recording);

WHEREAS, the filing of the Erroneous Recording attempted to void the Easement Agreement and was filed without the concurrent knowledge or consent of Plaintiff;

WHEREAS, Plaintiff filed a lawsuit, which among other things, attempted to reinstate the Easement Agreement;

WHEREAS, Plaintiff filed a Partial Summary Judgment Motion which was denied by the Circuit Court and the Parties have been engaged in discovery;

WHEREAS, the Parties agree that a Settlement of this action will give certainty and finality allowing the Parties to proceed with the Plaintiff's development and the development of the County Park.

NOW THEREFORE, for due and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are incorporated herein.

2. Attached as Exhibit A, is a Plat by Gasque & Associates, Inc., dated September 27, 2018. This Plat showed the Real Property encumbered by the Easement Agreement. This Plat shall be modified as follows:
 - (a) The Proposed 50 foot Access Easement on the County property shall be reduced to 20 feet;
 - (b) The Pump Station has already been moved to Plaintiff's property and will be removed from the location shown on the September 27, 2018 plat; and
 - (c) The "Approved Stormwater Drainage Pond" shall be relabeled as "Stormwater Outfall & Filtration Basin."
 - (d) Whitehall Drive will be removed from Plaintiff's property.
 - (e) All of these changes to the Plat are shown on the Plat with notations thereon as shown on Exhibit B.
3. Plaintiff's engineering for stormwater drainage for its development will only factor in the "Stormwater Outfall & Filtration Basin" for that purpose. This drainage location will remain in its current state. The County Engineer has approved this stormwater outfall and filtration use.
4. The County hereby relinquishes any rights, title, or interest to Whitehall Drive and hereby quit-claims any rights in Whitehall Drive. The County will sign a Quit Claim Deed if requested by Plaintiff.
5. All other terms and conditions of the Easement Agreement will remain the same and will be reinstated by the filing of a new Easement Agreement in accordance with this Settlement Agreement. The new Easement Agreement to be signed and recorded is attached as Exhibit C.
6. The Parties will comply with and fulfill the requirements of the Agreement for Development Services for Whitehall Park that is attached as Exhibit D.
7. The County will pay Plaintiff the sum of \$42,000.00 to compensate Plaintiff for attorney fees since the institution of this action.
8. The Parties, on behalf of themselves and all persons or entities claiming by, through, or under them, and their respective predecessors, successors, heirs and assigns, fully, completely, and finally waive, release, remise, acquit, and forever discharge and covenant not to sue each other, as well as each other's respective officers, directors, shareholders, partners, trustees, employees, affiliated companies, parent or subsidiary companies, representatives, agents, and attorneys with respect to any and all claims, demands, suits, obligations, debts, liabilities, torts, covenants, contracts, or causes of action of any kind whatsoever, at law or in equity, including without limitation, all

claims and causes of action, known or unknown, brought or that could be brought, arising out of or in any way relating to this Action, excluding any claims and/or obligations arising under this Agreement.

9. The Parties hereby covenant and agree that this Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between them concerning the subject matter hereof. This Agreement shall not be amended or modified except in a writing signed by all Parties.
10. This Agreement shall inure to the benefit of the Parties and their respective predecessors, successors, heirs, and assigns and be binding upon the Parties and their respective predecessors, successors, heirs, and assigns.
11. Each person signing this Agreement represents and warrants that such person has been duly authorized and has the requisite authority to sign and deliver this Agreement on behalf of and to bind the Parties to the terms and conditions of this Agreement. Each Party represents and warrants that such Party has full authority and capacity to release and discharge the matters set forth herein on its behalf.
12. The Parties acknowledge that each of them have had the opportunity to consult with their attorneys prior to signing this Agreement.
13. The Parties acknowledge that this Settlement Agreement must be approved by the Beaufort County Council and that the applicable ordinances will also need to be approved by Beaufort County Council.
14. This case will be dismissed with prejudice.

(signatures on following page)

IN WITNESS WHEREOF, the Parties, through themselves or their appropriate officers or agents, have executed this Agreement, effective on this _____ day of December, 2020.

WITNESSES:

WHITEHALL POINT HOLDINGS, LLC

By:
Its:
Date:

BEAUFORT COUNTY, SOUTH CAROLINA

By:
Its:
Date

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Ordinance No. 2021 / ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND WHITEHALL POINT HOLDINGS, LLC.

WHEREAS, Beaufort County owns real property ("County Parcel") known as Parcel A, a portion of TMS No. R123 014 000 0002 0000 located in the City of Beaufort, a copy of a plat showing the property is attached hereto as Exhibit A; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Easement Agreement attached as Exhibit B; and

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

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL that the Interim County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of an Easement on property owned by Beaufort County and as described on the attached Exhibit A and Exhibit B.

DONE this ____ day of January, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joe Passiment,

ATTEST:

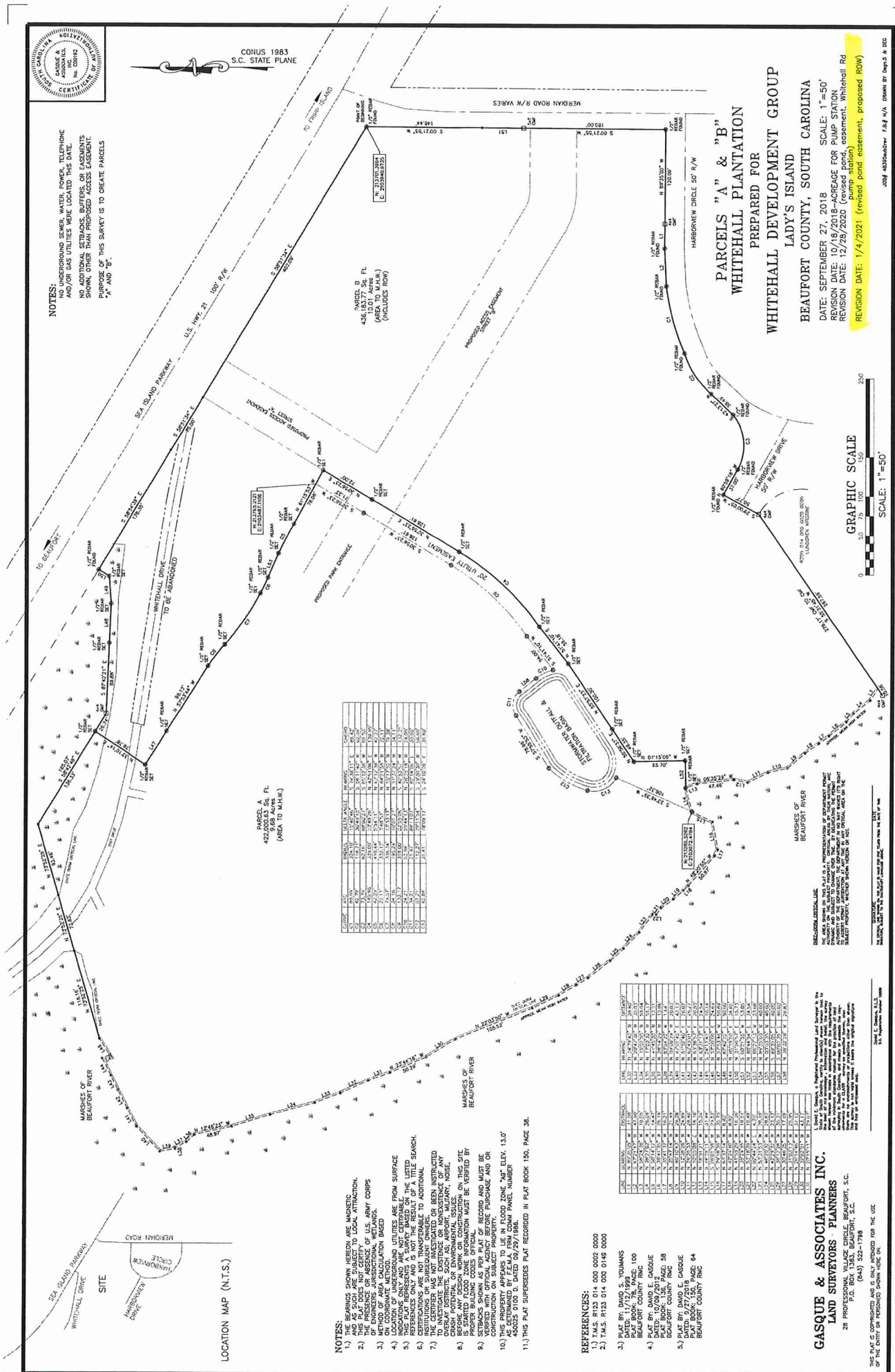
Sarah W. Brock, Clerk of Council

Third and Final Reading: _____, 2021 / Vote

Public Hearing: _____, 2021

Second Reading: _____, 2021 / Vote

First Reading: _____, 2021 / Vote



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) AGREEMENT FOR DEVELOPMENT
) SERVICES FOR WHITEHALL PARK

THIS AGREEMENT FOR DEVELOPMENT SERVICES FOR WHITEHALL PARK ("Agreement") is made and entered into this day of _____ day of _____ 2021, by and between WHITEHALL POINT HOLDINGS, LLC, ("WPH") and BEAUFORT COUNTY, a subdivision of the State of South Carolina ("County").

WITNESSETH:

WHEREAS, the County has purchased certain property known as Whitehall Park located in The City of Beaufort, Beaufort County, South Carolina from WPH as described on Exhibit "A", and the parties have had discussions with regard to mutually beneficial obligations that shall extend beyond the conveyance of the property and it is their desire to document their understandings with respect to said property; and

WHEREAS, WPH intends to make a charitable gift to the County of (a) the difference between the Purchase Price and (b) the fair market value of the costs and expenses incurred by WPH in providing the design and development services for the development of the Property into a public park pursuant to this Agreement.

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

1. Schematic Park Design. The County is in the process of permitting a conceptual plan for a passive park on the property.
2. Civil Design and Permits. WPH agrees to cooperate with the County's engineering staff and/or engineering consultant on the civil design services, plans and permits from the City of Beaufort, DHEC and OCRM for Whitehall Park, submitted by Carolina Engineering. Civil engineering plans shall include the stormwater outfall and filtration basin area benefitting both parties on park property referenced in a Plat by Gasque & Associates, dated January 4, 2021.
3. Roads/Access. WPH agrees to construct and maintain, at no expense to County, the following roads and the parties shall provide the following access agreements:
 - a. Entrance Road from U.S. Highway 21 on Parcel B; County Access Easement. WPH shall construct this entrance road and shall grant County a written access easement for this road from U.S. Highway 21 providing vehicular, biking and pedestrian ingress/egress into Whitehall Park. This entrance road is labelled on WPH's conceptual plan as Road A and shall be paved through the intersection of this road with the Entrance Road from Meridian Road.

b. Entrance Road from Meridian Road on WPH Property; County Access Easement. WPH shall construct this entrance road from Meridian Road, labelled Road B on WPH's conceptual plan, and shall grant a written access easement to County providing vehicular, biking and pedestrian ingress/egress into Whitehall Park. This entrance road shall be paved through the intersection of this road with the Entrance Road from U.S. Highway 21.

c. Asphalt Roadway. WPH agrees to remove, at WPH's expense and at no cost to County, all asphalt roadways presently existing on Parcel B.

4. Laterals and Stub-outs. WPH agrees to construct, at WPH's expense and at no cost to County, water, electrical and sewer laterals and stub-outs if included in the civil design referenced in Paragraph 2.

5. SCDHEC-OCRM Dock Permit. With input on dock design from County staff, County engineering consultant and City staff, WPH shall cooperate in the application to SCDHEC-OCRM for a dock permit for Whitehall Park. WPH is not obligated for any costs associated with constructing the dock after the permit submission.

6. Signage. County shall provide, at County's sole cost and expense, way finding signage for the Whitehall Park, including a park entrance sign at or near the intersection of Road A and Road B as well as signage on U.S. Highway 21 and Meridian Road.

7. Use of Parcel A; WPH and County shall mutually agree upon the form and substance of a Declaration of Easements, Protective Covenants, Conditions and Restrictions ("Declaration") for the Whitehall Park. The Declaration shall include (i) restrictions on structural amenities located on Parcel A to ensure that scenic views and park ambiance are not disrupted; provided however, it is agreed that structural amenities on Parcel A may include a picnic pavilion, parking lot, public restrooms and water access, (ii) limiting the use of Parcel A to passive park uses.

8. Term. The services to be performed under this Agreement must begin when approved by the Beaufort County Council, and, subject to authorized adjustments as may be agreed to by the parties, substantial completion and execution and delivery of the easements and Declaration contemplated herein must be achieved not later than December 31, 2021.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control (a "Force Majeure Event"), including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

9. WPH Charitable Gift. WPH intends to make as a charitable gift to County the value of the expenses incurred by WPH in connection with WPH fulfilling its obligations under this Agreement. WPH acknowledges that County and/or its agents shall not take a position on either the value or the tax deductibility of any charitable donation value claimed by the WPH as a result of WPH performing its obligations under this Agreement. Should WPH choose to file for federal and/or state charitable donation benefits pursuant to WPH performing its duties and incurring expenses pursuant to this Agreement, WPH must provide documentation of such expenses to County and allow five (5) business days for County's review. County agrees to work in good faith with WPH to provide required documentation; however, County reserves the right to refuse to provide a gift acknowledgement letter or to execute WPH's IRS Form 8283 if County has significant concerns about the appraisal value or the tax deduction.

10. Miscellaneous.

a. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

b. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Purchase Agreement, the statements in the body of this Agreement shall control.

c. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

d. Notices. Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the WPH or the County, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

To County: Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: Kurt Taylor, Beaufort County Attorney
E-mail: kurt.taylor@bcgov.net
843-255-2027

Copy to: Terry A. Finger.
 Finger, Melnick & Brooks, P.A.
 Post Office Box 24005
 Hilton Head Island, SC 29925
 843-681-7004
tfinger@fingerlaw.com

To WPH: Whitehall Point Holdings, LLC
 1124 Park West Boulevard, Suite 101
 Mount Pleasant, SC 29466
 Attn: George McLaughlin
 E-mail: g@whitehalldg.com
 803-960-8240

And

Whitehall Point Holdings, LLC
 156 Spanish Point Drive
 Beaufort, SC 29902
 Attn: Sam Levin
 E-mail: sam.levin234gmail.com
 843-345-0824

Copy to: William B. Harvey, III
 P.O. Box 1107
 Beaufort, SC 29901
 E-Mail: bharvey@harveyandbattey.com
 843-524-3109

e. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

h. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

(Signature page to follow)

IN WITNESS WHEREOF, the County herein has caused this Agreement to be duly executed this _____ day of _____, 2021.

WITNESSES:

BEAUFORT COUNTY

By: _____

Its: _____

IN WITNESS WHEREOF, Whitehall Point Holdings, LLC herein has caused this Agreement to be duly executed as of this _____ day of _____, 2021.

WITNESSES:

WHITEHALL POINT HOLDINGS, LLC

By: _____

Its: _____

Exhibit "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina and being shown and designated as "Parcel A", containing 9.68 acres, more or less, on that certain plat prepared by David E. Gasque, RLS dated September 27, 2018, last revised October 18, 2018, and recorded in Plat Book 150 at Page 64, in the Register of Deeds Office for Beaufort County, South Carolina. For a more complete description of said property, reference may be had to an individual plat prepared by David E. Gasque, RLS, dated October 17, 2018, and recorded in Plat Book ____ at Page ____, in the Register of Deeds Office for Beaufort County, South Carolina.

CHARLOTTE 216078.3

F:\client\B\Beaufort County\adv. Whitehall\Settlement Agreement\01.08.2021 FINAL Agreement for Development Services for Whitehall Park.docx

01/08/2021 FINAL



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING • FEBUARY 8, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
CONSIDERATION OF APPOINTMENT FOR DR. DEMETRAJANE KOKINAKIS <ul style="list-style-type: none">• (1st TERM) TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES REPLACING FAITH POLKEY• APPROVED VIA COMMUNITY SREVICES COMMITTEE MEETING ON 02.01.21 (11/11 VOTE)• (3) - 4 YEAR TERMS = 12 YEARS• 6/11 VOTE
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF APPOINTMENT FOR DR. DEMETRAJANE KOKINAKIS TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT FOR DR. DEMETRAJANE KOKINAKIS TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES.



January 4, 2021

Via United States Mail, with copy by E-Mail

Beaufort County Council
c/o Mr. Joseph Passiment, Chairman
Post Office Drawer 1228
Beaufort, South Carolina 29902

Dear Mr. Chairman and Members of Council,

In accordance with Sec. 46-27 of the Beaufort County Code of Ordinances, it is with great pleasure that the Board of Trustees for Beaufort Memorial Hospital present the following nominees for consideration by Beaufort County Council to fill upcoming vacancies on the Board. All three of these nominees carry with them exceptional credentials and a dedication to serving those in Beaufort County.

The three nominees we are presenting for County Council consideration are as follows:

1. **Vernita F. Dore.** Born and raised in Beaufort County, Vernita has lead local, regional, state, and national efforts to provide needed investment and assistance to rural areas throughout the country. Most recently, she served as Deputy Under Secretary for the United States Department of Agriculture, in which role she was tasked with spearheading the USDA's Rural Development mission and managing an annual agency operating budget of \$684 Million, a Rural Development program budget of \$38 Billion, and the USDA's Rural Development loan portfolio of approximately \$212 Billion. Prior to her service in Washington, Vernita worked as the State Director for USDA Rural Development in Columbia. Her late husband, Louis O. Dore, Esq., was a former member of the Board of Trustees for Beaufort Memorial. Vernita resides in the City of Beaufort and her immediate and extended family remains connected and committed to Beaufort County. We are honored to nominate Vernita Dore for consideration of appointment to the Beaufort Memorial Hospital Board of Trustees with such appointment to become effective on March 1, 2021.
2. **Eric Esquivel.** Eric and his family moved to Hilton Head Island in 1983 and the Esquivels have remained a constant presence ever since. The son of a physician who practiced at Beaufort Memorial, Eric appears ideally situated for continuing his father's commitment to serving the healthcare needs of Beaufort County. An accomplished businessman, Eric spent his early years in Texas with Dell before returning to Hilton Head a number of years ago. Through his recent work, including founding and running *La Isla Magazine* among other projects, Eric has created and developed an extensive media platform that connects and communicates with many Hispanic members of our community. Eric lives in Hilton Head with his wife and 3 children. It is our true pleasure to nominate Eric Esquivel for consideration of appointment to the Beaufort Memorial Hospital Board of Trustees with such appointment to become effective on March 1, 2021.
3. **Demetrajane ("Jane") Kokinakis, D.O.** Dr. Jane Kokinakis has been selected by the Beaufort Memorial Hospital Medical Staff to fill the Medical Staff Representative seat that will become vacant upon the expiration of Dr. Faith Polkey's term in March of 2021. Dr. Kokinakis is an award-winning ophthalmologist and frequent lecturer. Due in no small part

to the stellar professional reputation she has gained running Beaufort Eye Center, the Medical Staff of Beaufort Memorial Hospital strongly endorses Dr. Kokinakis for consideration of appointment to the Beaufort Memorial Hospital Board of Trustees with such appointment to become effective on March 1, 2021.

All of the above-listed nominees meet the qualifications necessary for consideration by the Beaufort County Council for appointment to the Beaufort Memorial Hospital Board of Trustees. On behalf of Beaufort Memorial, we are excited about the opportunity these nominees present to add strong and accomplished voices to our Board.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. P. House".

David House, Chairman
Beaufort Memorial Hospital

Cc: Eric Greenway, Interim County Administrator (*e-mail only*)
Sarah W. Brock, Clerk to Council (*e-mail only*)
Russell Baxley, Beaufort Memorial Hospital CEO (*e-mail only*)
E. Richardson LaBruce, BMH Governance Committee Chair (*e-mail only*)



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a “1”, “2”, or “3” alongside your choices.

BOARDS AND COMMISSIONS

- ___ Accommodations Tax (2% State)
- ___ Airports
- ___ Alcohol and Drug Abuse
- ___ Assessment Appeals
- ___ Beaufort County Transportation
- ___ Beaufort-Jasper Economic Opportunity
- ___ Beaufort-Jasper Water & Sewer
- 1 Beaufort Memorial Hospital
- ___ Bluffton Township Fire
- ___ Burton Fire
- ___ Coastal Zone Management Appellate (inactive)
- ___ Construction Adjustments and Appeals
- ___ Daufuskie Island Fire
- ___ Design Review
- ___ Disabilities and Special Needs
- ___ Economic Development Corporation
- ___ Forestry (inactive)
- ___ Historic Preservation Review
- ___ Keep Beaufort County Beautiful
- ___ Lady's Island / St. Helena Island Fire
- ___ Library
- ___ Lowcountry Council of Governments
- ___ Lowcountry Regional Transportation Authority
- ___ Parks and Recreation
- ___ Planning *
- ___ Rural and Critical Lands Preservation
- ___ Sheldon Fire
- ___ Social Services (inactive)
- ___ Solid Waste and Recycling
- ___ Southern Beaufort County Corridor Beautification
- ___ Stormwater Management Utility
- ___ Zoning

DATE: 1/15/21 NAME: Dr Demetrajane Kokinakis

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: _____

OCCUPATION: Ophthalmologist, CEO/President BEAUFORT EYE CENTER PA

TELEPHONE: (Home) _____ (Office) _____ EMAIL: _____

HOME ADDRESS: _____ STATE: SC ZIP CODE: _____

MAILING ADDRESS: _____ STATE: SC ZIP CODE: _____

COUNTY COUNCIL DISTRICT: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐

ETHNICITY: Caucasian ☒ African American ☐ Other ☐

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes ☐ No ☒

If “yes”, what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: 

**Beaufort County Planning Commission
Supplemental Application Questionnaire**

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission.

What qualifications, experience and expertise make you a good candidate for the Planning Commission?

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?

What do you believe are the most important planning issues facing the County during the next five years?

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.

Demetrajane Kokinakis, D.O.

Personal:

Address:

[REDACTED]
[REDACTED]

Date of Birth:

[REDACTED]
[REDACTED]

Family Status:

[REDACTED]
[REDACTED]
[REDACTED]

Current Position:

Ophthalmologist/Owner, Beaufort Eye Center PA, 1664 Ribaut Road, Port Royal, SC 29935

Prior Board Member, American Osteopathic Board of Ophthalmology & Otorhinolaryngology, term 2007-2013

Duties: Administer oral Board exam; Write and administer written exam

Education:

Doctor of Osteopathy – May 3, 1996

Michigan State University, College of Osteopathic Medicine, E. Lansing, Michigan 48824

Bachelor of Animal Science – May 1983

Purdue University, West Lafayette, Indiana 47907

Associates of Applied Science – Veterinary Technology – May 1980

State University of New York, Delhi, New York 13753

Post Graduate Education:

Ophthalmology Residency, Metropolitan Hospital, Grand Rapids, MI – in conjunction with Michigan State University
July 1997 – July 2000 – Dr. Jeffrey N. Holtzman, Director

Internship, Traditional Rotating AOA approved, July 1, 1996 – June 30, 1997
Sparrow Hospital, Lansing, Michigan

Licensure and Certification:

American Osteopathic Board of Ophthalmology, Board Certified Ophthalmologist - April 2001

State of New York, Indiana and South Carolina licensures; South Carolina – June 2007

State of Michigan Board of Osteopathic Medicine and Surgery – July 1996

National Institutes of Health/National Eye Institute Visual Technician – 1988

Professional Organizations:

American Academy of Ophthalmology, 1998 – Present

American Osteopathic Colleges of Ophthalmology and Otorhinolaryngology, Head and Neck Surgery, 1997 – Present

American Osteopathic Association, 1991 – present

Association for Research in Vision and Ophthalmology (ARVO), 1987 – 1994

Awards/Scholarships/Fellowships

Fellow American Osteopathic Board of Ophthalmology, April 2005

Judith K. Weiswasser Memorial Award: Outstanding academic, professional, and personal woman graduate – May 1996

National Eye Institutes Young Investigators Travel Fellowship recipient for poster presentation – May 1993

Pancretan Association of American Venezelion Scholarship recipient, 1978 - 1983

Professional Experience:

2004-2007 Holicki Eye Center, 142 E Chicago St, Coldwater, MI 49036

2000-2004 - Ophthalmologist: Community Eyecare Specialist, RR2 Box 21, Rt 257, Salina Rd., Seneca, PA

September, 1991 - August, 1994. Research visual studies as a member of Medical Student Research Program, Neuro-Ophthalmology, Michigan State University, in conjunction with the National Institutes of Health Longitudinal Optic Neuritis Study/Optic Neuritis Treatment Trial.

August, 1992 - December, 1992. Teaching Assistant - Anatomy for the Colleges of Osteopathic and Human Medicine, Michigan State University - Dr. L. Ross, Anatomy Department, Michigan State University, E. Lansing, MI 48824.

October, 1987 - August, 1991. Neuro-Ophthalmology clinical and Research Associate, Coordinator of the Consortium of Osteopathic Residencies in Ophthalmology (CORO) conferences; Optic Neuritis Treatment Trials - Dr. D.I. Kaufman, Neuro-Visual Unit, Clinical Center, Michigan State University, E. Lansing, MI 48824.

August, 1985 - September, 1987. Academic Coordinator, Veterinary Technology Program, College of Veterinary Medicine, Michigan State University, E. Lansing, MI 48824.

August, 1983 - August, 1985. Veterinary Ophthalmic Technician Supervisor, Ophthalmology Section, School of Veterinary Medicine, Purdue University, West Lafayette, IN 47907.

May, 1980 - August, 1982. Veterinary Research Technician (microbiological research)-Dr. H.L. Thacker, Animal Disease Diagnostic laboratories, Purdue University, West Lafayette, IN 47907.

June, 1980 - December, 1980. Ethological Studies of Wolf Packs - Dr. E. Klinghammer, Battleground, IN.

Abstracts:

1. Verplanck M, Kaufman D, Mishra J, Parsons T, Reszel E, Kokinakis D, "A Comparison of Visual Evoked Potential, Contrast Sensitivity and Perimetry in Pseudotumor Cerebri", *American Academy of Neurology, Thirty-Ninth Meeting*, Vol. 37, No.3, March 1987, P. 309.
2. Verplanck M, Kaufman D, Parsons T, Kokinakis D, Yedavally S, "Psychophysics Versus Electrophysiology in the Assessment of vision in Pseudotumor Cerebri", *Association for Research in Vision and Ophthalmology*, Vol. 28, No. 3, March, 1987, p. 306.
3. Holicki J, Kaufman D, Froehlich J, Kokinakis D, "Sector Pattern ERG Must be Used with Caution", *Association for Research in vision and Ophthalmology*, Vol. 30, No. 3, March, 1989, p. 411.
4. Stauder M, Verplanck M, Froehlich J, Kokinakis D, Yedavally S, Parsons T, Kaufman D, "The Value of Longitudinal Contrast Sensitivity Testing As A Means of Predicting visual field Loss in Pseudotumor Cerebri", *Association for Research in Vision and Ophthalmology*, Vol. 30, No. 3, March, 1989, p. 407.
5. "Optic Neuritis Study Group: Visual Field Reading Center Optic Neuritis Treatment Trial", *Association for Research in Vision and Ophthalmology*, Vol. 31, No. 4, March, 1990, p. 609.
6. Shettle L, Kaufman D, Kokinakis D, "A Study of MRI in Acute Isolated Sixth Nerve Palsies in Younger Adults", *Association for Research in Vision and Ophthalmology*, Vol. 31, No. 4, March, 1990, p. 609.
7. Kokinakis DJ, Siebert JE, Kaufman DI, Pernicone JR, Weinberg DA, Myint S, "Evaluation of the Ophthalmic Arteries is Possible Using MRA", *Association for Research in Vision and Ophthalmology*, Vol. 34, No. 4, March 15, 1993, p. 1123.
8. Siebert JE, Kokinakis DF, Kaufman DI, Pernicone JR, Weinberg DA, Myint S, "MRA Evaluation of the Ophthalmic Arteries: Challenging Issues and Current Results", *Proceedings of the Society of MR in Medicine*, Vol. 3, August, 1993, p. 1588.

Presentations:

1. "Common Ophthalmic Diseases: Diagnostic Techniques, Nursing Care, and Client Education", presented to: Indiana Veterinary Technician Association's Annual Meeting, Indianapolis, IN, Jan., 1985; Michigan Association of Veterinary Technicians Annual Postgraduate Meeting, East Lansing, MI, Jan., 1986; Veterinary Technology Program at State University of New York, Delhi, NY, Mar., 1986; Pennsylvania Veterinary Technology Annual Conference, Harrisburg, PA, 1987.
2. "Ocular Emergencies", presented to the Western Michigan Association of Veterinary Technicians, Grand Rapids, MI, Oct., 1985.
3. "Visual fields Used for Localization of Lesions", presented to the Vision Scientists Group, Michigan State University, East Lansing, MI, July, 1988.
4. "Ophthalmic Diseases of Small and Large Animals: Anatomy, Physiology, Pathophysiology, Treatment and Client Education", 5 hours lecture, 4 hours laboratory, presented annually to the Veterinary Technology Program, Michigan State University, East Lansing, MI, 1985-1991.
5. Eulogy for the Willd Body Program Internment Service, Michigan State University as the medical student representative for the College of Osteopathic Medicine and the College of Human Medicine, Sept. 16, 1992.
6. "Optic Nerve Sheath Meningioma, A Case Study", Michigan State University Consortium of Osteopathic Residencies in Ophthalmology Televised Conference, February 1999.
7. "Neurofibromatosis with Associated Optic Nerve Glioma, A Family Case Study", Michigan State University Consortium of Osteopathic Residencies in Ophthalmology Televised Conference, February 1999.
8. "Diagnosis and Treatment of Pituitary Adenoma, A Case Study", Michigan State University Consortium of Osteopathic Residencies in Ophthalmology Televised Conference, February 1999.
9. "Radiation Optic Neuropathy, a Case Study", Great Lakes Neuro-Ophthalmology Society, March 1999.
10. "Papilledema", Michigan State University Consortium of Osteopathic Residencies in Ophthalmology Televised conference, March 1999.
11. "Blunt Ocular Trauma", Michigan State University Consortium of Osteopathic Residencies in Ophthalmology, July 1999.
12. "Ocular Myasthenia Gravis with Concurrent Hashimoto's Thyroiditis as the Cause of Diplopia and Ptosis", Michigan State University Consortium of Osteopathic Residencies in Ophthalmology, May 2000.
13. "How to Survive a Medicare Audit", Michigan State University Consortium of Osteopathic Residencies in Ophthalmology, May 2003.
14. Multiple lectures to House Officers: 1) 2002-2004, Clarion Hospital, Clarion PA 2) 2004-2007, Coldwater Hospital, Coldwater, MI

Publications:

1. Kokinakis, D.J., "The Eye and Its Orbit: Clinical Anatomy", Vol. 6, No. 5, May 1985, pp. 230-232.; "Taking an Ophthalmic History", Vol. 6, No. 7, July-August, 1985, pp. 356-358.; "Vision Testing for the Veterinary Technician", Vol. 7, No. 3, March, 1986, pp. 131-134.; "Diagnostic Techniques for the Ophthalmic Patient-Part I", Vol. 7, No. 8, September, 1986, pp. 360-361.; "Diagnostic Techniques for the Ophthalmic Patient-Part II", Vol. 7, No. 9, October, 1986, pp. 411-412.; "Diagnostic Techniques for the Ophthalmic Patient-Part III", Vol. 8, No. 1, January-February, 1987, pp. 62-65. Series of articles in the *Veterinary Technician*
2. Verplanck M, Kaufman D, Parsons T, Yedavally S, Kokinakis D, "Electrophysiology Versus Psychophysics in the Detection Of Visual Loss in Pseudotumor Cerebri", *Neurology*, Vol. 38, November 1988, pp. 1789-1792.
3. Celesia G, Kaufman D, Brigell M, Toliekis S, Kokinakis D, Lorange R, Lizano B, "Optic Neuritis: A Prospective Study", *Neurology*, Vol. 40, 1990, pp. 919-923.
4. Kokinakis, D.J., "Ocular Myasthenia Gravis with Concurrent Hashimoto's Thyroiditis as the Cause of Diplopia and Ptosis" *AOCOO*, June 2000.

Contributed in part to publications as a member of the Optic Neuritis Treatment Trial (ONTT)

1. Beck RW and the Optic Neuritis Study Group: The Optic Neuritis Treatment Trial. *Archives of Ophthalmology*, Vol 106, 1988, pp. 1051-1053.
2. Optic Neuritis Study Group: The Clinical Profile of Optic Neuritis. *Archives of Ophthalmology*, Vol. 109, pp. 1673-1678, December 1991.
3. Beck RW, Cleary PA, ONTT Study Group et al, "A Randomized, controlled Trial of Corticosteroids in the Treatment of Acute Optic Neuritis", *New England Journal of Medicine*, Vol. 326, February 27, 1992, pp. 581-558.
4. Beck RW and the Optic Neuritis Study Group: The Optic Neuritis Treatment Trial. Implications for Clinical Practice. *Archives of Ophthalmology*, Vol. 110, 1992, pp. 331-332.
5. Beck RW, Optic Neuritis Study Group. Corticosteroid Treatment of Optic Neuritis: A Need to Change Treatment Practices. *Neurology*, Vol. 42, 1992, pp. 1133-1135.
6. Chrousos GA, Kattah JC, Optic Neuritis Study Group: Side Effect of Glucocorticoid Treatment. *JAMA*, Vol. 269, 1193, pp. 2110-2112.
7. Beck RW, Kupersmith MJ, Optic Neuritis Study Group. Fellow Eye Abnormalities in Acute Unilateral Optic Neuritis. *Ophthalmology*, Vol. 100(5), 1993, pp. 691-698.
8. Keltner JL, Johnson CA, Optic Neuritis Study Group. Baseline Visual Profile of Optic Neuritis. *Archives of Ophthalmology*, Vol. 111, 1993, pp. 231-234.
9. Beck RW, Cleary PA, Optic Neuritis Study Group. Optic Neuritis Treatment Trial: One Year Follow-up Results. *Archives of Ophthalmology*, Vol. 111, 1993, pp. 773-775.
10. Cleary PA, Beck RW, Optic Neuritis Study Group. Design, Methods, and Conduct of the Optic Neuritis Treatment Trial. *Controlled Clinical Trials*, Vol. 14, 1993, pp. 123-142.
11. Keltner JL, Johnson CA, Optic Neuritis Study Group. Quality Control Functions of the Visual Field Reading Center (VFRC) for the Optic Neuritis Treatment Trial (ONTT). *Controlled Clinical Trials*, Vol. 14, 1993, pp. 143-159.
12. Beck RW, Diehl L, Optic Neuritis Study Group. The Pelli-Robson Letter Chart: Normative Data for Young Adults. *Clin Vision Science*, Vol. 8(2), 1993, pp. 207-210.
13. Beck RW, Cleary PA, ONTT Study Group. "The Effect of Corticosteroids for Acute Optic Neuritis on the Subsequent Development of Multiple Sclerosis", *New England Journal of Medicine*, Vol. 329, December 9, 1993, pp. 1764-1769.
14. Beck RW, Arrington J, ONTT Study Group et al. Brain Magnetic Resonance Imaging in Acute Optic Neuritis. *Archives of Neurology*, Vol. 50, 1993, 841-846.
15. The LONS Study Group. The Five Year Risk of Multiple Sclerosis After Optic Neuritis: Experience of the Optic Neuritis Treatment Trial. *Neurology*, Vol. 49, 1997, pp. 1404-1413.
16. The LONS Study Group. Visual Function Five Years After Optic Neuritis: Experience of the Optic Neuritis Treatment Trial. *Archives of Ophthalmology*, Vol. 115(12), 1997, pp. 1545-1552.

From: [Weitz, Kristina](#)
To: [Vaughn, Tithanie](#)
Subject: RE: VR# [REDACTED]
[REDACTED] 8:46:59 AM
Attachments: [image001.png](#)
Importance: High

Sorry, I meant district [REDACTED]

From: Weitz, Kristina
Sent: Friday, January 22, 2021 08:46
To: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Subject: RE: VR# [REDACTED]

I have her first name listed as Demetrajane and she is in CC 11.

Otherwise, everything else is perfect.

Respectfully,

Kristina Weitz
Voter Registration and Elections Manager

Board of Voter Registration and Elections of Beaufort County
15 John Galt Road – Post Office Box 1228
Beaufort, SC 29906 – Beaufort, SC 29901
Voice: (843) 255-6900 -- Fax: (843) 255-9429 -- Website:
<https://www.beaufortcountysc.gov/vote/>

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Thursday, January 21, 2021 17:23
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: VR# [REDACTED]

Good Afternoon,

Can you check

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

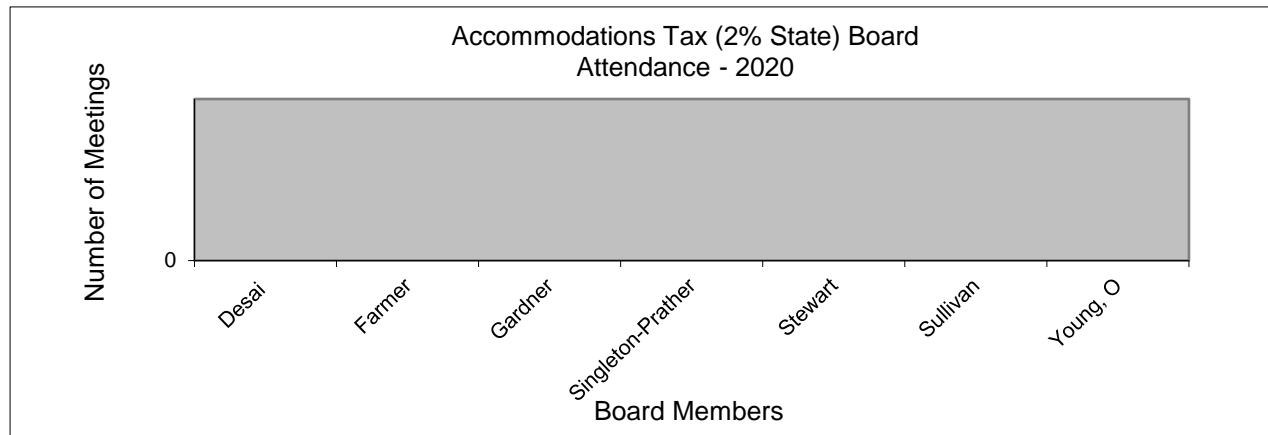
T. Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)



Accommodations Tax (2% State) Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Desai														
Farmer														
Gardner														
Singleton-Prather														
Stewart														
Sullivan														
Young, O														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

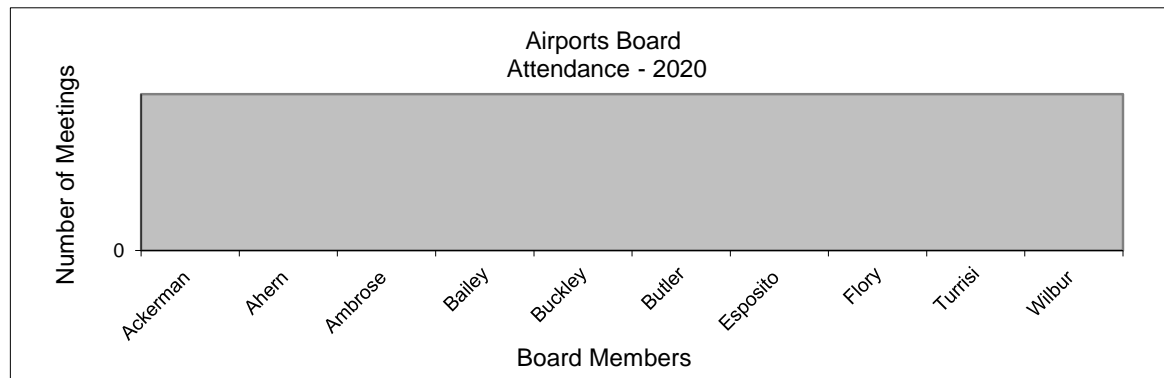


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Airports Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Ackerman														
Ahern														
Ambrose														
Bailey														
Buckley														
Butler														
Esposito														
Flory														
Turrisi														
Wilbur														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

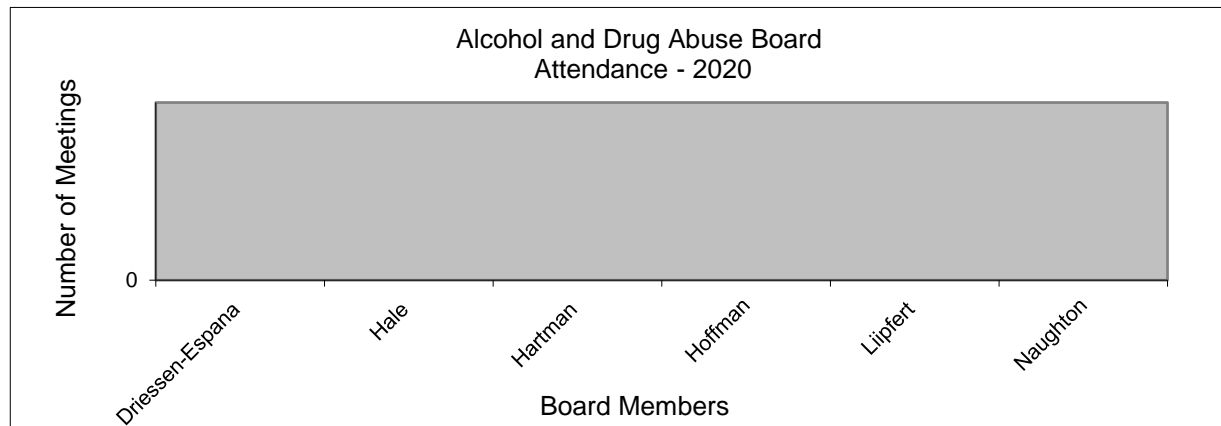


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Alcohol and Drug Abuse Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Driessen-Espana														
Hale														
Hartman														
Hoffman														
Liipfert														
Naughton														
Zimbron														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

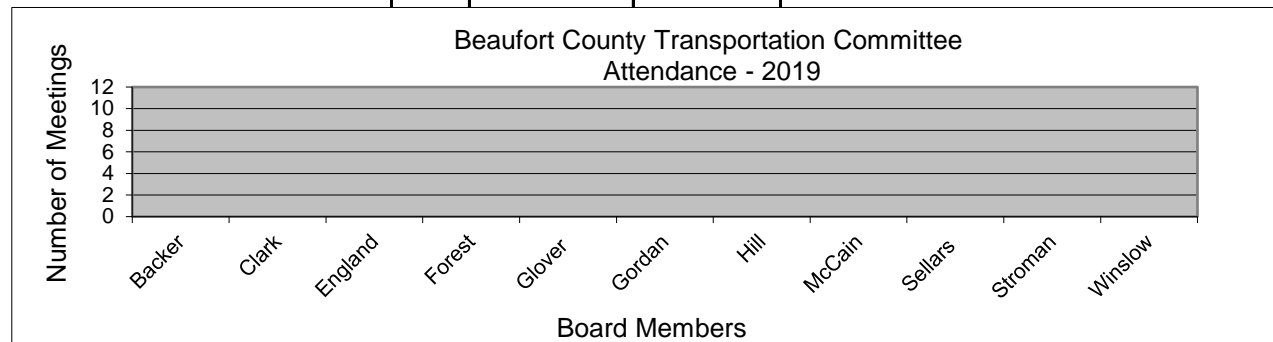


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort County Transportation Committee
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Backer														
Clark														
England														
Forest														
Glover														
Gordan														
Hill														
McCain														
Sellars														
Stroman														
Winslow														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

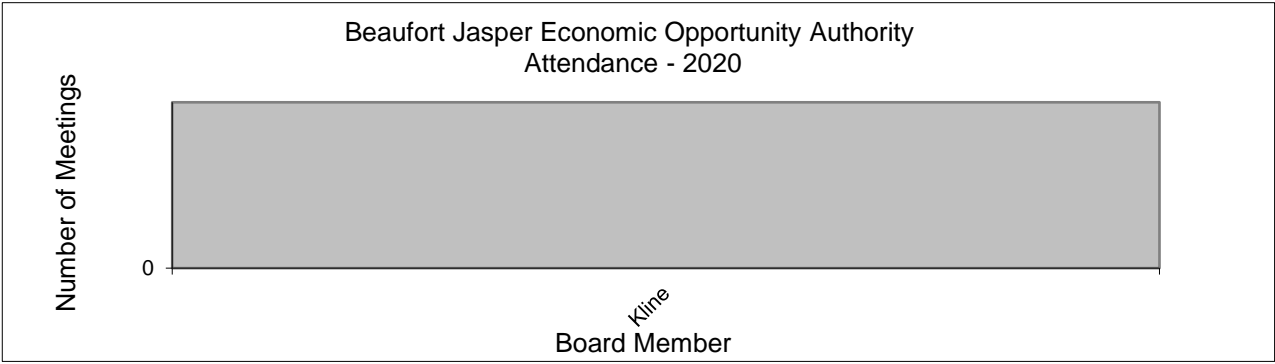


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort Jasper Economic Opportunity Authority
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Kline														#DIV/0!

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

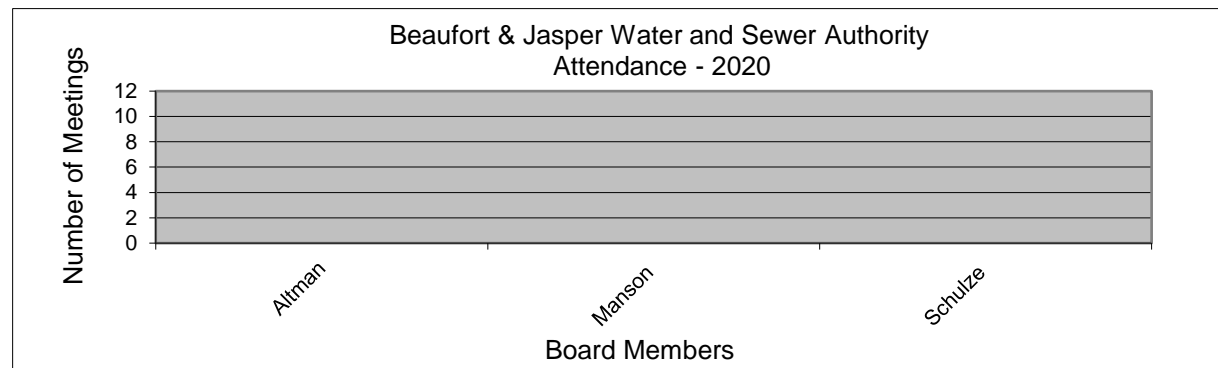


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort & Jasper Water and Sewer Authority
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Altman														
Manson														
Schulze														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

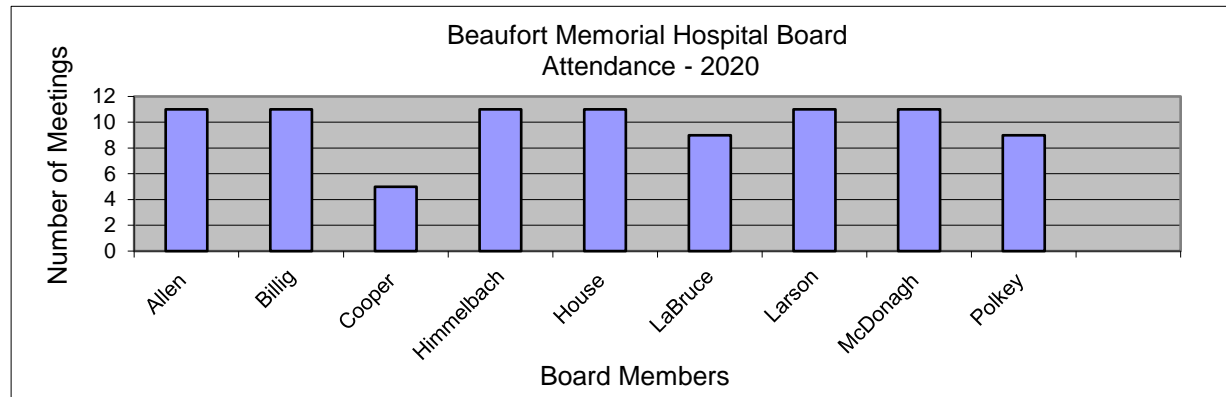


24Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort Memorial Hospital Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	29	26	*	22	20	24	29	26	30	28	23	16		
Allen	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
Billig	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
Cooper	1	1	*	1	1	1	***	***	***	***	***	***	5	100%
Himmelbach	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
House	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
LaBruce	**	**	*	1	1	1	1	1	1	1	1	1	9	100%
Larson	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
McDonagh	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
Polkey	0	1	*	1	1	1	1	0	1	1	1	1	9	82%

1 - Present
0 - Absent
* No meeting
** Appointed
McDonagh 021119
*** Resigned
** Appointed
LaBruce 030920

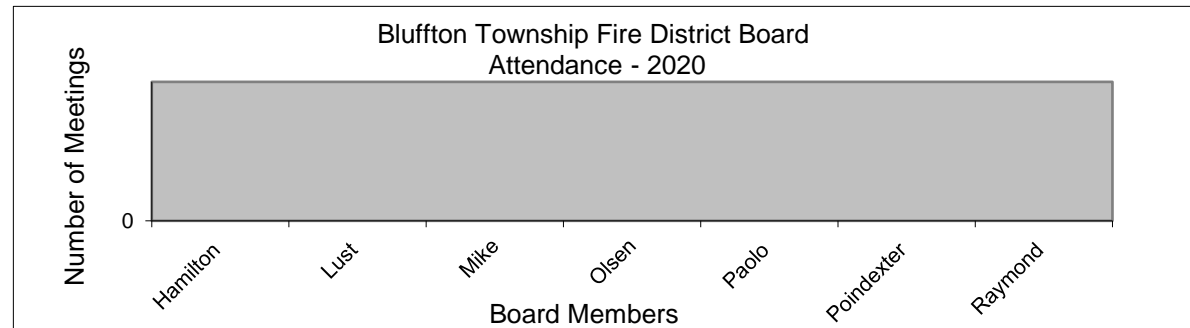


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Bluffton Township Fire District Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Hamilton														
Lust														
Mike														
Olsen														
Paolo														
Poindexter														
Raymond														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Board of Assessment Appeals (formerly Tax Equalization Board)
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Busch														
Coon														
Corley														
Doneff														
Jernigan														
Joy														
Koch														
Obstler														
Patterson														

1 - Present

0 - Absent

* No meeting

** Appointed

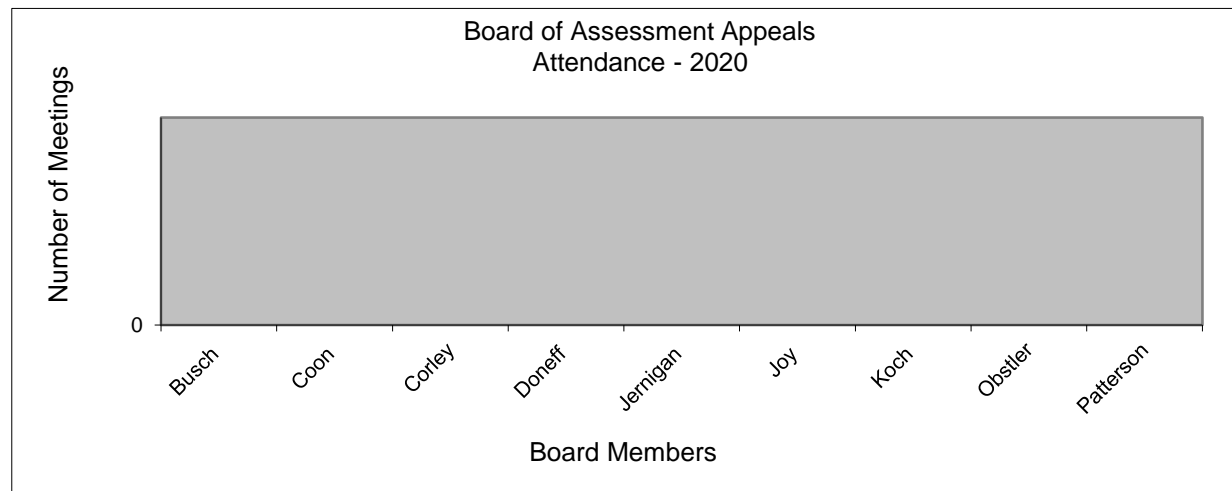
*** Resigned

Note: Conference Assignments

Beaufort = Bft

Bluffton = Bluf

Hilton Head Island = Hhi

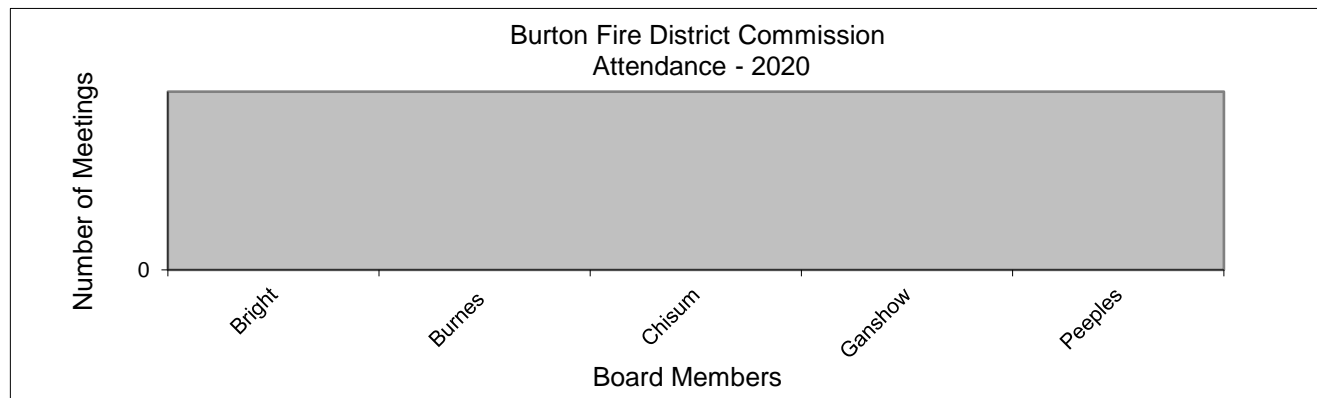


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Burton Fire District Commission
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Bright														
Burnes														
Chisum														
Ganshow														
Peeples														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned



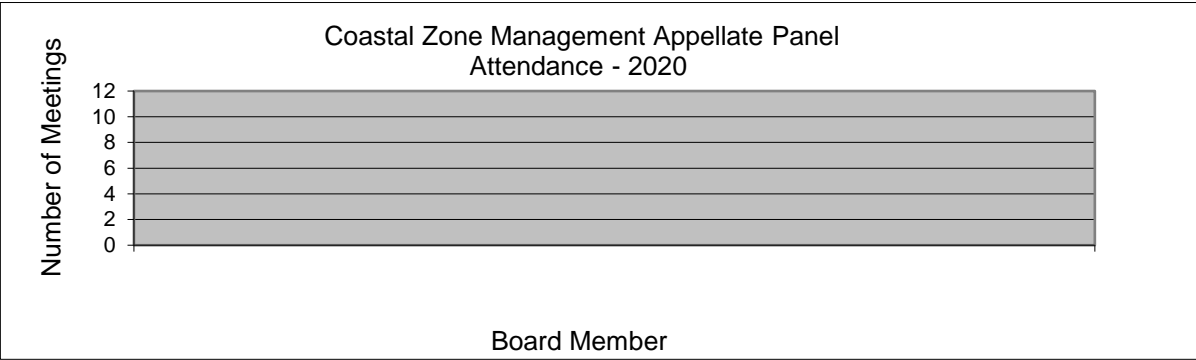
Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Coastal Zone Management Appellate Panel
Attendance 2020

Inactive Board

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	*	*	*	*	*	*	*	*	*	*	*	*		
													0	-

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

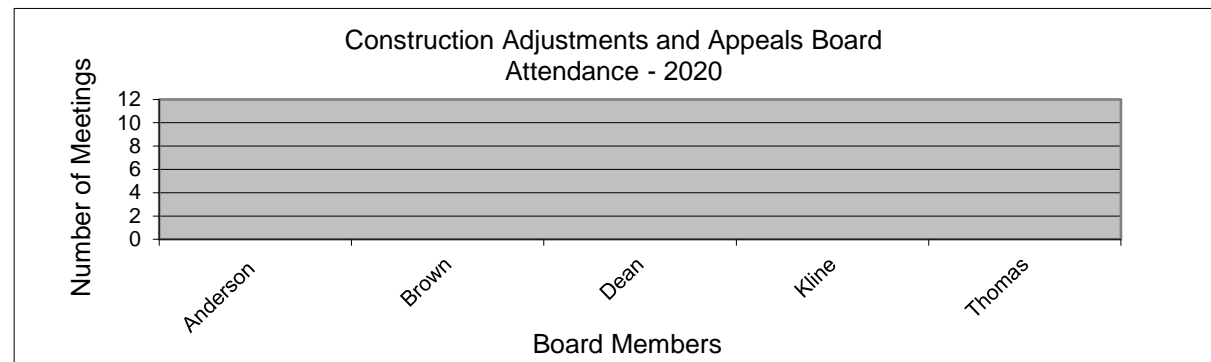


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Construction Adjustments and Appeals Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Anderson													0	0%
Brown													0	0%
Dean													0	0%
Kline													0	0%
Thomas													0	0%

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

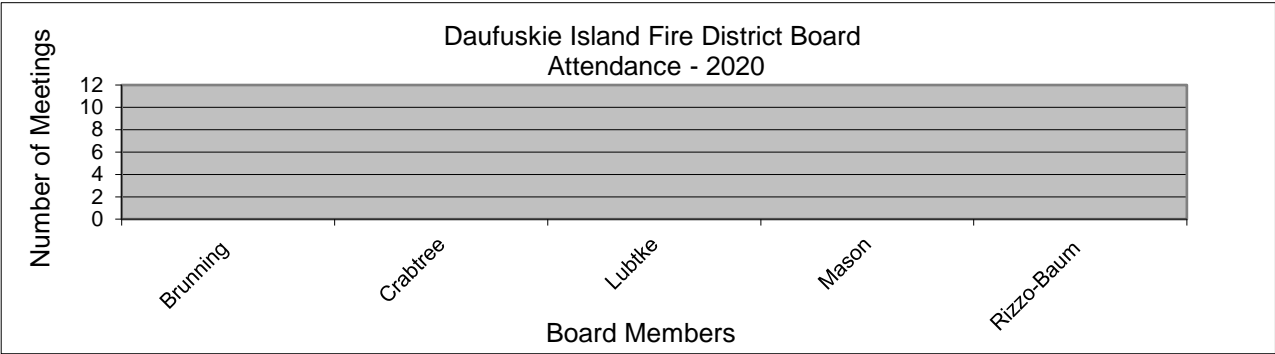


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Daufuskie Island Fire District Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Brunning														
Crabtree														
Lubtke														
Mason														
Rizzo-Baum														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

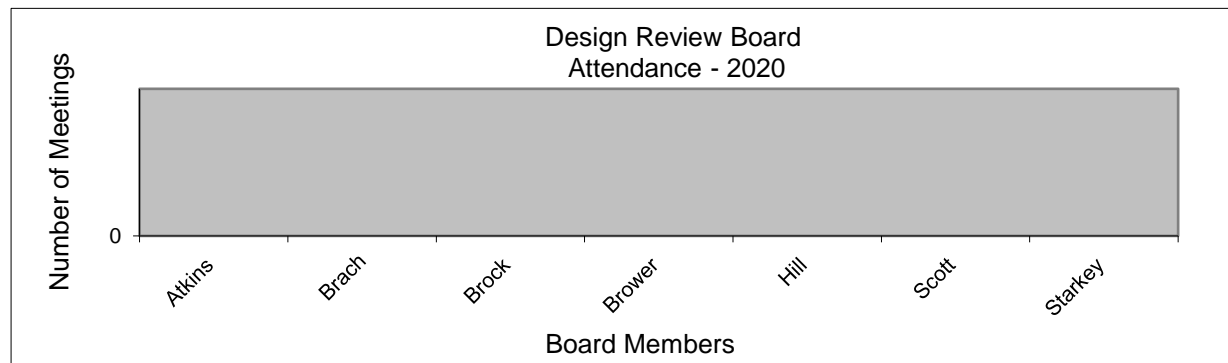


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Design Review Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	3	7	7	4	2	6								
Atkins														
Brach														
Brock														
Brower														
Hill														
Scott														
Starkey														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

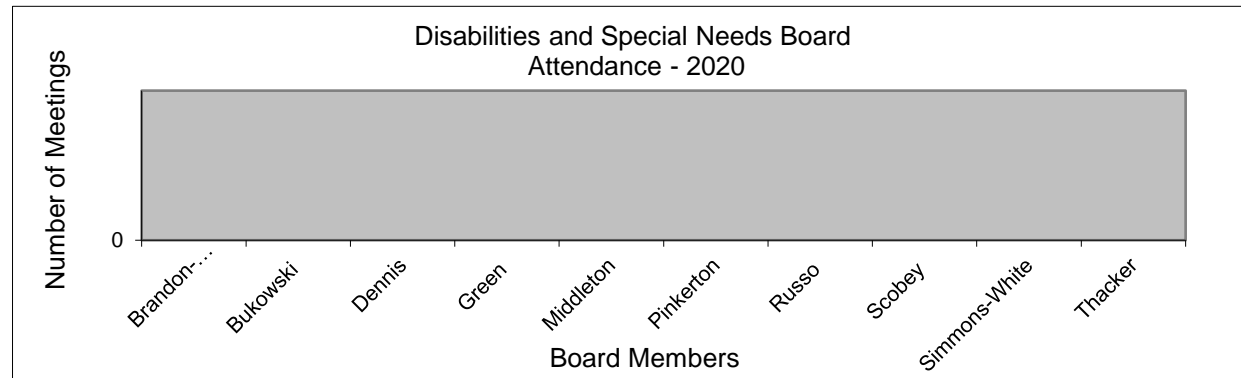


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Disabilities and Special Needs Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Brandon-Hennign														
Bukowski														
Dennis														
Green														
Middleton														
Pinkerton														
Russo														
Scobey														
Simmons-White														
Thacker														

1 - Present
0 - Absent
* No meeting
** Appointed
Backer 040819
*** Resigned

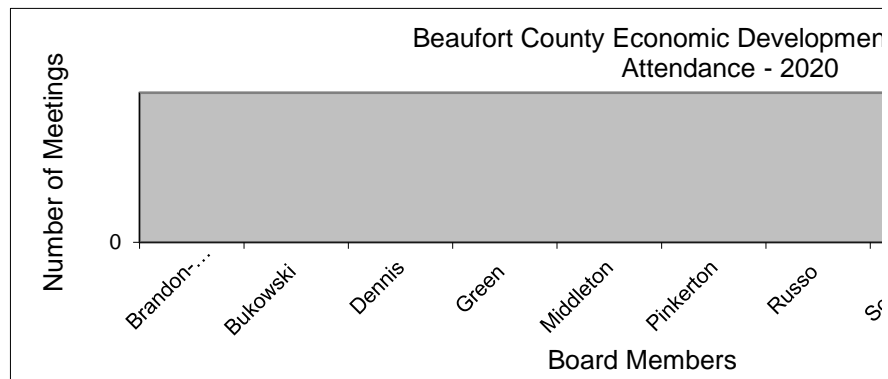


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort County Economic Development Corporation
Attendance 2020

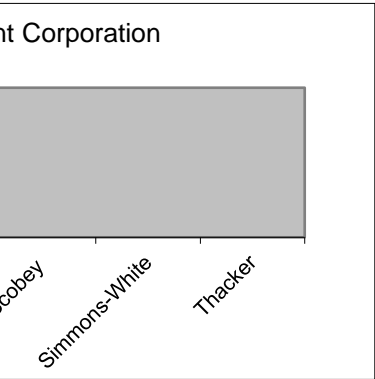
Month	January	February	March	April	May	June	July	August	September	October
Date										
Alsko										
Forbes										
Gough										
Green										
Sommerville										
Murray										
Sulka										
Willis										

1 - Present
0 - Absent
* No meeting
** Appointed
Backer 040819
*** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per ann Failure to attend any three consecutive regular meetings."

November	December	Total	Average



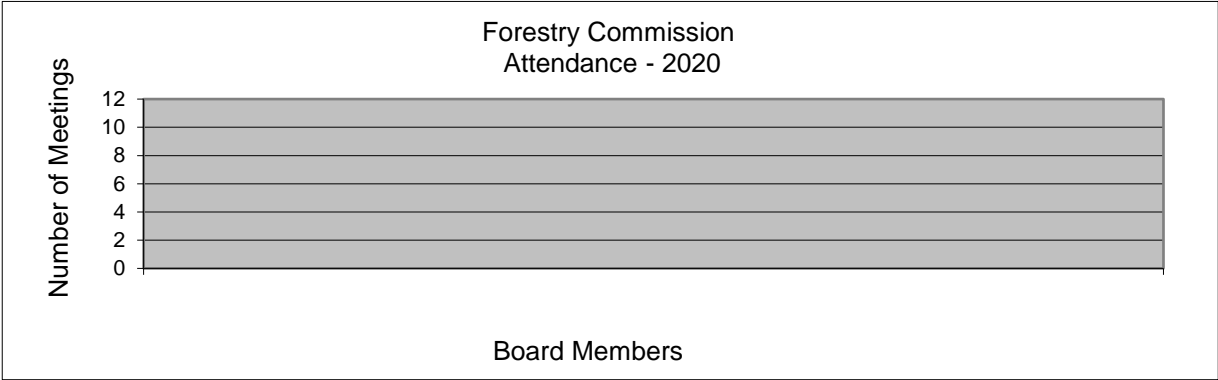
Membership states: "Members shall be
um whether excused or unexcused; (b)

Forestry Commission
Attendance 2020

Inactive Board

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	*	*	*	*	*	*	*	*	*	*	*	*		
													0	-

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

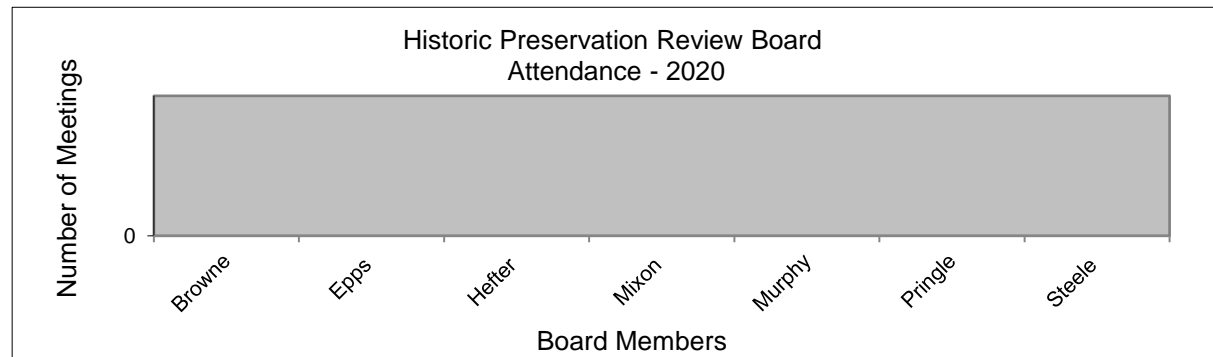


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Historic Preservation Review Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Browne														
Epps														
Hefter														
Mixon														
Murphy														
Pringle														
Steele														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned



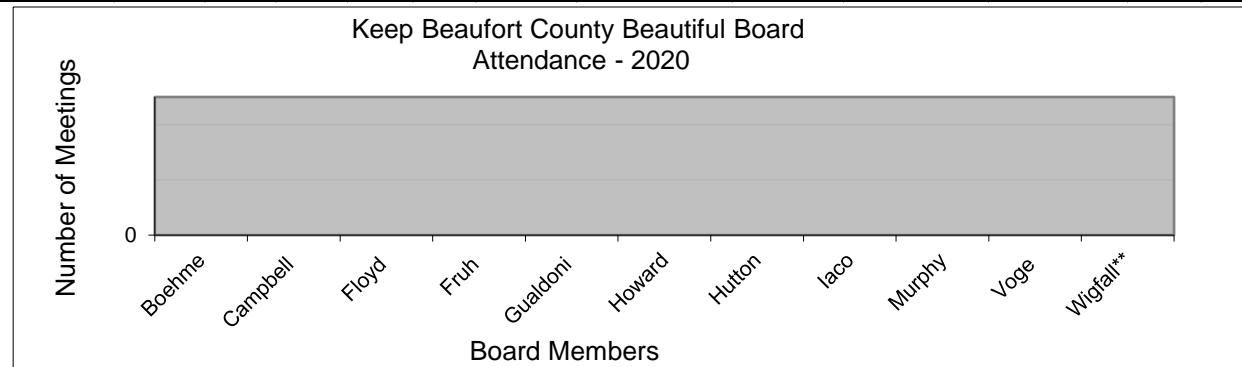
Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Keep Beaufort County Beautiful Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Boehme														
Campbell														
Floyd														
Fruh														
Gualdoni														
Howard														
Hutton														
Iaco														
Murphy														
Voge														
Wigfall**														

1 - Present
0 - Absent
* No meeting
** Appointed
Wigfall
*** Resigned

04/27/20

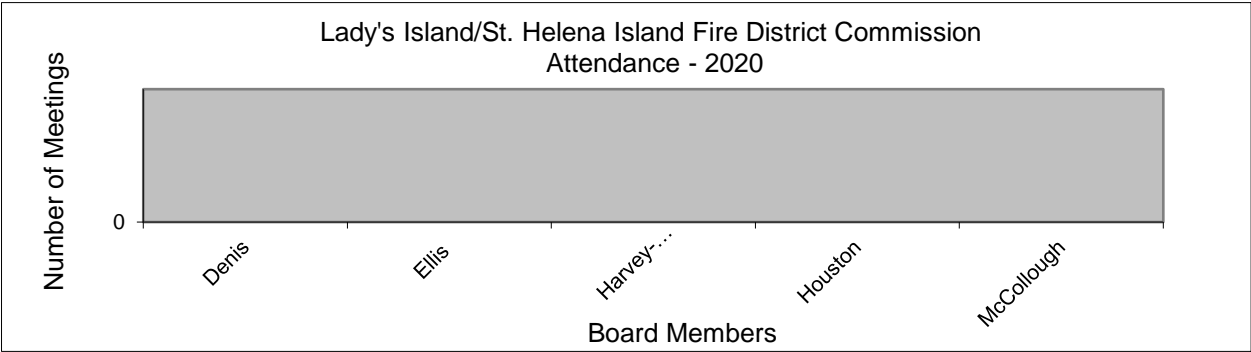


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Lady's Island/St. Helena Island Fire District Commission
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Denis														
Ellis														
Harvey-Palmer														
Houston														
McCollough														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

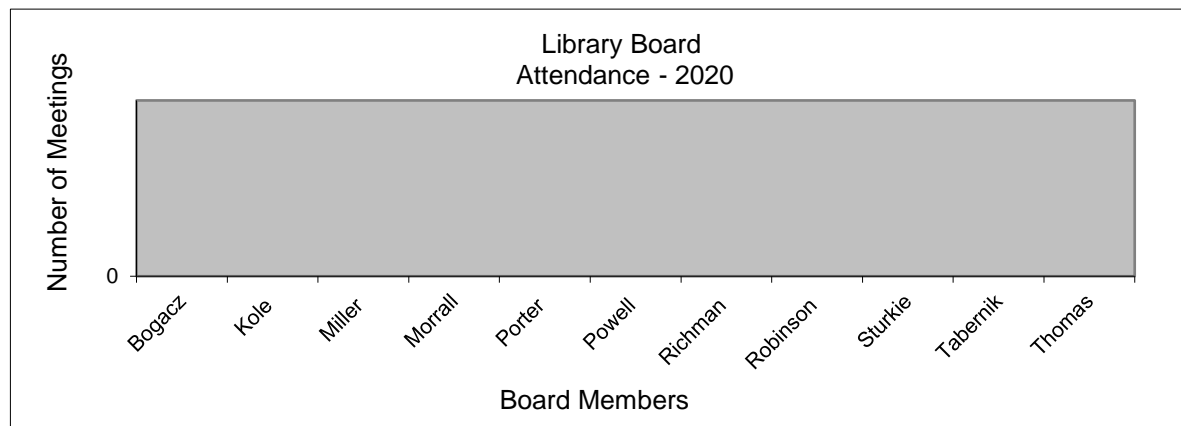


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Library Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Bogacz														
Kole														
Miller														
Morrall														
Porter														
Powell														
Richman														
Robinson														
Sturkie														
Tabernik														
Thomas														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

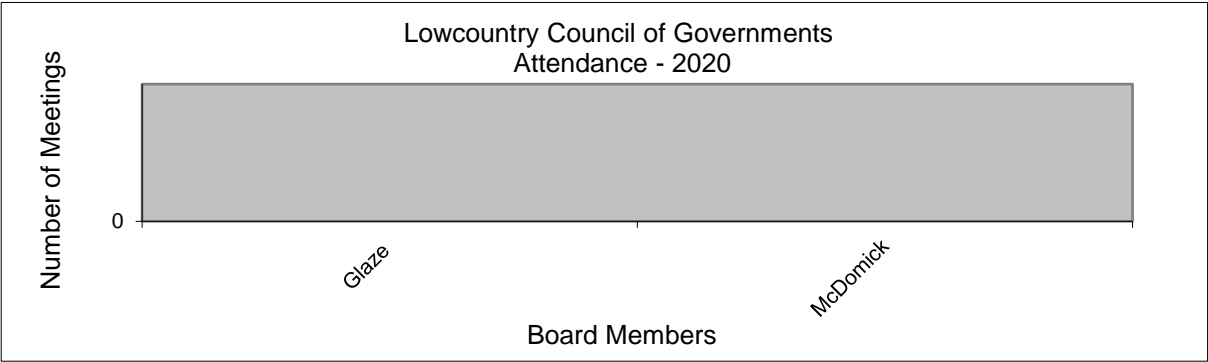


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Lowcountry Council of Governments
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Glaze														
McDomick														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

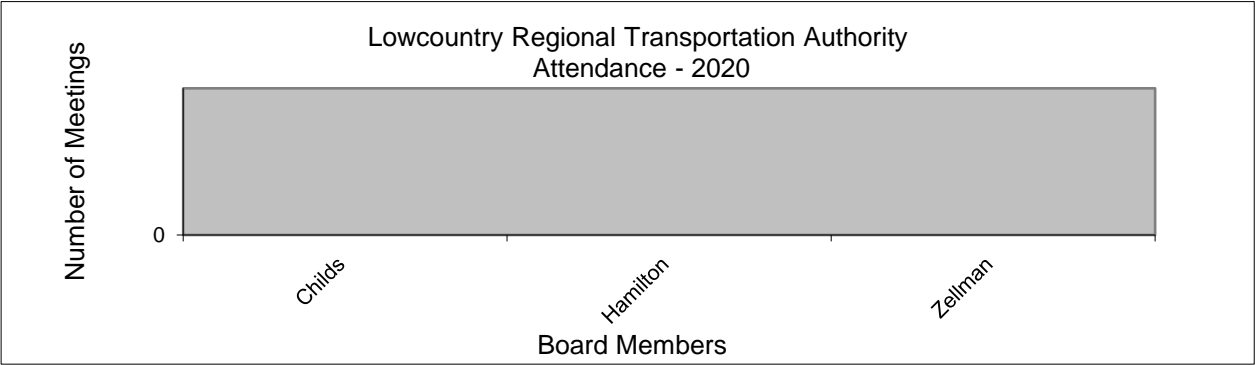


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Lowcountry Regional Transportation Authority
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Childs														
Hamilton														
Zellman														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

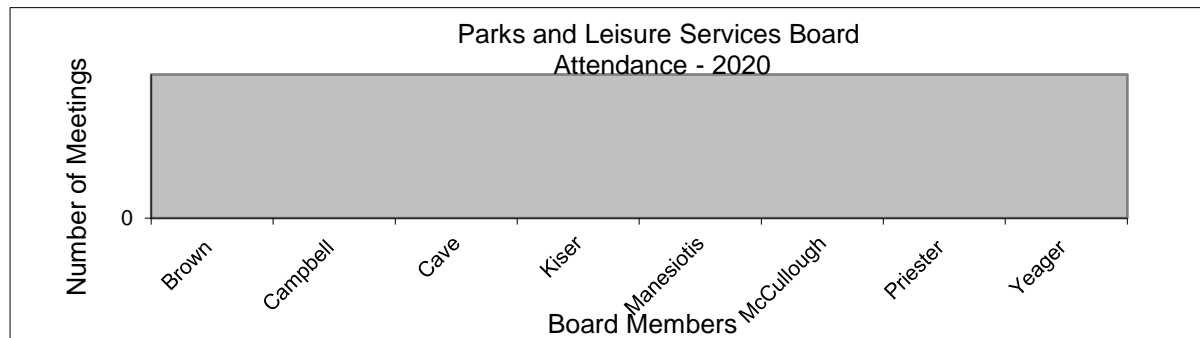


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Parks and Recreation Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Brown														
Campbell														
Cave														
Kiser														
Manesiotis														
McCullough														
Priester														
Yeager														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

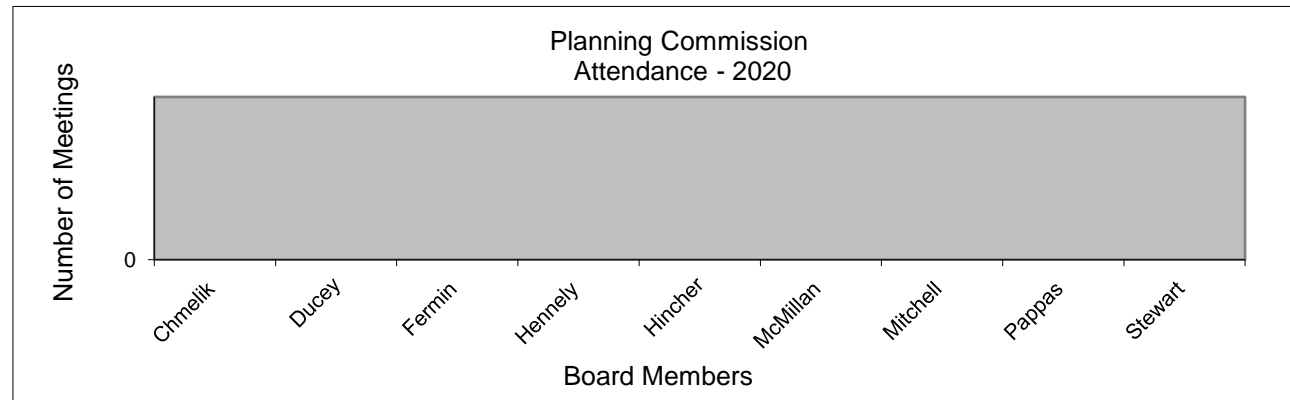


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Planning Commission
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Chmelik														
Ducey														
Fermin														
Hennely														
Hincher														
McMillan														
Mitchell														
Pappas														
Stewart														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

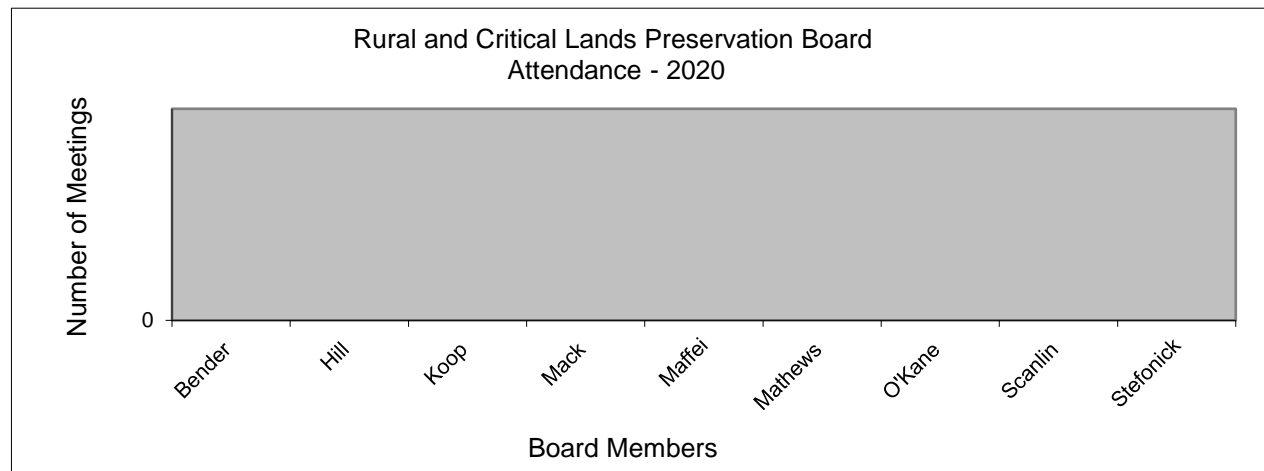


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Rural and Critical Lands Preservation Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Baer														
Bender														
Hill														
Koop														
Mack														
Maffei														
Mathews														
O'Kane														
Scanlin														
Stefonick														
Webb														

1 - Present
0 - Absent
* No Meeting
** Appointed
*** Resigned

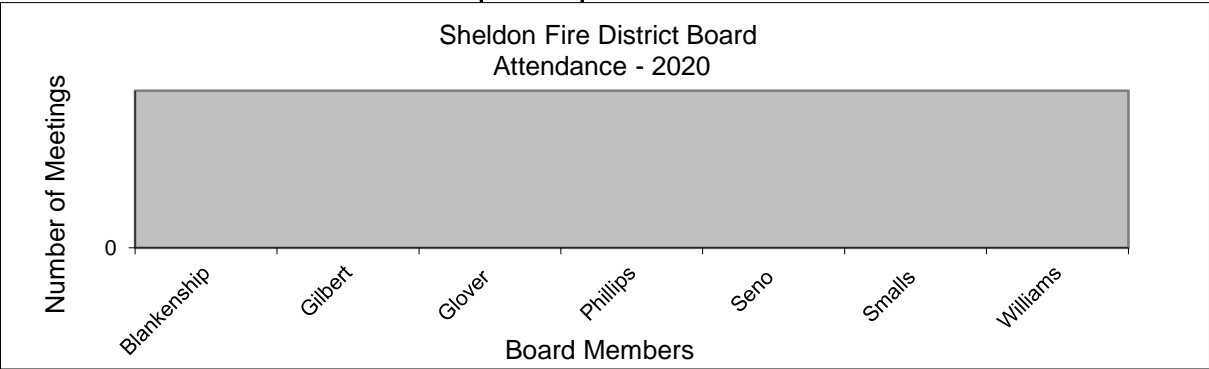


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Sheldon Fire District Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Blankenship														
Gilbert														
Glover														
Phillips														
Seno														
Smalls														
Williams														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Social Services
Attendance 2020

Inactive Board

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	*	*	*	*	*	*	*	*	*	*	*	*		
													0	-
													0	-

1 - Present

0 - Absent

* No meeting

** Appointed

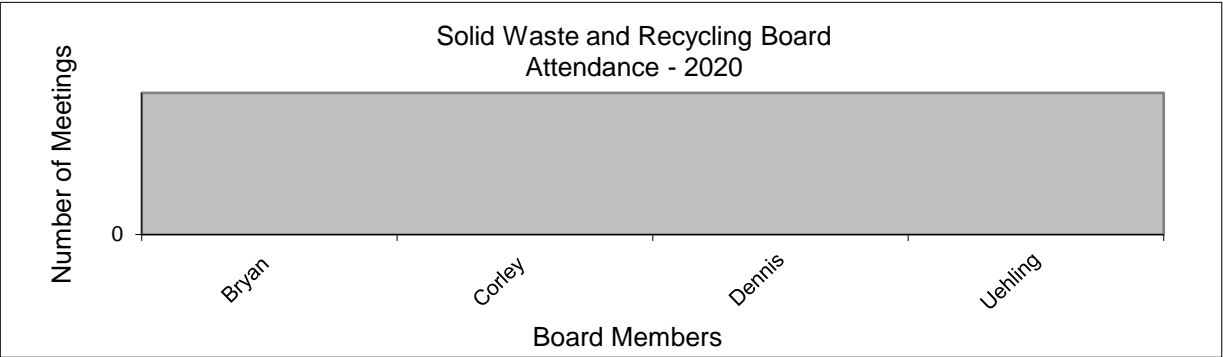
*** Resigned

Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Solid Waste and Recycling Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Boehm														
Bryan														
Corley														
Dennis														
Uehling														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

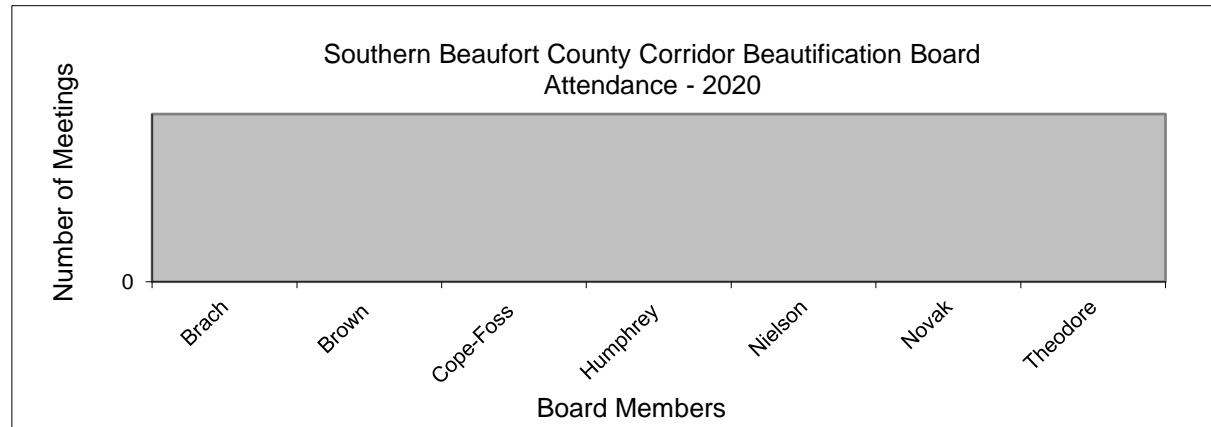


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Southern Beaufort County Corridor Beautification Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Brach														
Brown														
Cope-Foss														
Humphrey														
Nielson														
Novak														
Theodore														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

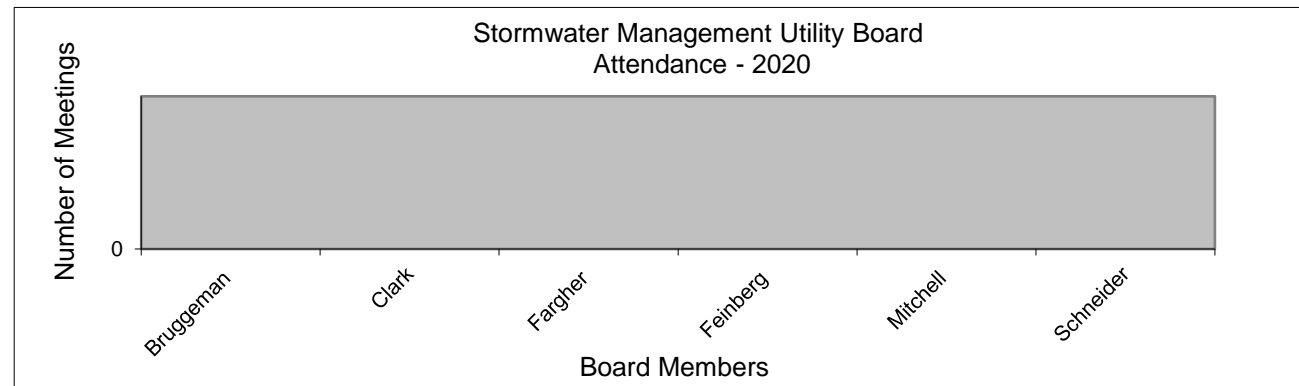


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Stormwater Management Utility Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Andrews														
Bruggeman														
Clark														
Fargher														
Feinberg														
Mitchell														
Schneider														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned

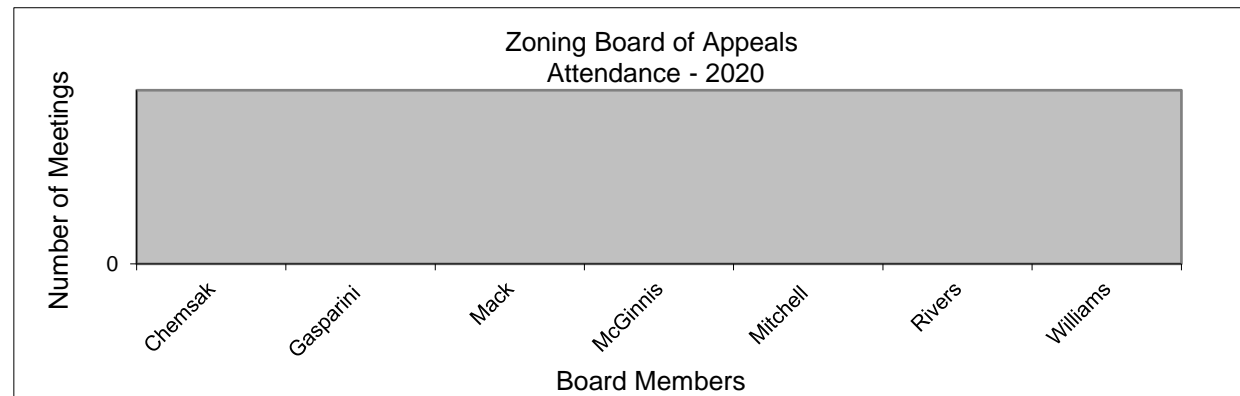


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Zoning Board of Appeals
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Chemsak														
Gasparini														
Mack														
McGinnis														
Mitchell														
Rivers														
Williams														

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings.".



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 17.

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING • FEBRUARY 8, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
REAPPOINTMENT TO BLUFFTON TOWNSHIP FIRE DISTRICT BOARD FOR ED OLSEN, SECRETARY <ul style="list-style-type: none">• (4th Term AT-LARGE<ul style="list-style-type: none">○ 1st TERM - 2009○ 2nd TERM - 2013○ 3rd TERM - 2017• 4 - YEAR TERMS OF OFFICE• APPROVED VIA COMMUNITY SERVICES COMMITTEE ON 02.01.21 - 11/11 VOTE• 10/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR ED OLSEN TO BLUFFTON TOWNSHIP FIRE DISTRICT BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR ED OLSEN TO BLUFFTON TOWNSHIP FIRE DISTRICT BOARD.

OFFICE: (843)757-2800

FAX: (843)757-7305



BLUFFTON TOWNSHIP FIRE DISTRICT

357 FORDING ISLAND ROAD
OKATIE, SOUTH CAROLINA 29909
WWW.BLUFFTONFD.COM

November 17, 2020

Mr. Joseph Passiment, Chairman
Beaufort County Council
P.O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment

Dear Mr. Passiment,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Bluffton Township District Board of Directors, effective February, 2021.

Sincerely,

Ed Olsen

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

D. PAUL SOMMERVILLE
 CHAIRMAN

GERALD W. STEWART
 VICE CHAIRMAN

COUNCIL MEMBERS

RICK CAPORALE
 MICHAEL E. COVERT
 GERALD DAWSON
 BRIAN E. FLEWELLING
 STEVEN G. FOBES
 YORK GLOVER, SR.
 ALICE G. HOWARD
 STEWART H. RODMAN
 ROBERTS "TABOR" VAUX

GARY T. KUBIC
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 DEPUTY COUNTY ADMINISTRATOR
 SPECIAL COUNSEL

THOMAS J. KEAVENY, II
 COUNTY ATTORNEY

ASHLEY M. BENNETT
 CLERK TO COUNCIL

March 15, 2017

Mr. Ed Olsen
 1 Heffalump Road
 Okatie, SC 29909

Re: Reappointment to Bluffton Township Fire District Board

Dear Mr. Olsen:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Bluffton Township Fire District Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Bluffton Township Fire District Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Mike Raymond, Chairman
 John Thompson, Fire Chief

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
CYNTHIA M. BENSCH
RICK CAPOREALE
GERALD DAWSON
BRIAN E. FLEWELLING
WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

February 27, 2013

Mr. Ed Olsen
1 Heffalump Road
Okatie, SC 29909

Re: Reappointment to the Bluffton Fire District Commission

Dear Mr. Olsen:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve on the Bluffton Fire District Commission.

This will be a four-year reappointment, which expires February 2017, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Bluffton Fire District Commission. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Bluffton Fire District Commission, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Terrence Reynolds, Chairman
Chief Barry Turner



BLUFFTON TOWNSHIP FIRE DISTRICT

357 FORDING ISLAND ROAD
BLUFFTON, SOUTH CAROLINA 29910

September 21, 2010

Mr. Wm. Weston J. Newton, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment to the Bluffton Township Fire District Board of Commissioners

Dear Mr. Newton:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Bluffton Township Fire District Board of Commissioners, effective January 1, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Edwin Olsen", written over a horizontal line.

Edwin Olsen

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 470-2800
FAX: (843) 470-2751
www.bcgov.net

WM. WESTON J. NEWTON
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
RICK CAPOREALE
GERALD DAWSON
BRIAN E. FLEWELLING
HERBERT N. GLAZE
WILLIAM L. McBRIDE
STEWART H. RODMAN
GERALD W. STEWART
LAURA VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

LADSON F. HOWELL
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

March 18, 2009

Mr. Ed Olsen
1 Heffalump Road
Okatie, SC 29909

Re: Appointment to the Bluffton Fire Commission

Dear Mr. Olsen:


It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Bluffton Fire Commission.

This will be a full-term appointment, which expires February 2013 and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Bluffton Fire Commission. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Bluffton Fire Commission, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



Wm. Weston J. Newton, Chairman

WWJN:jmm

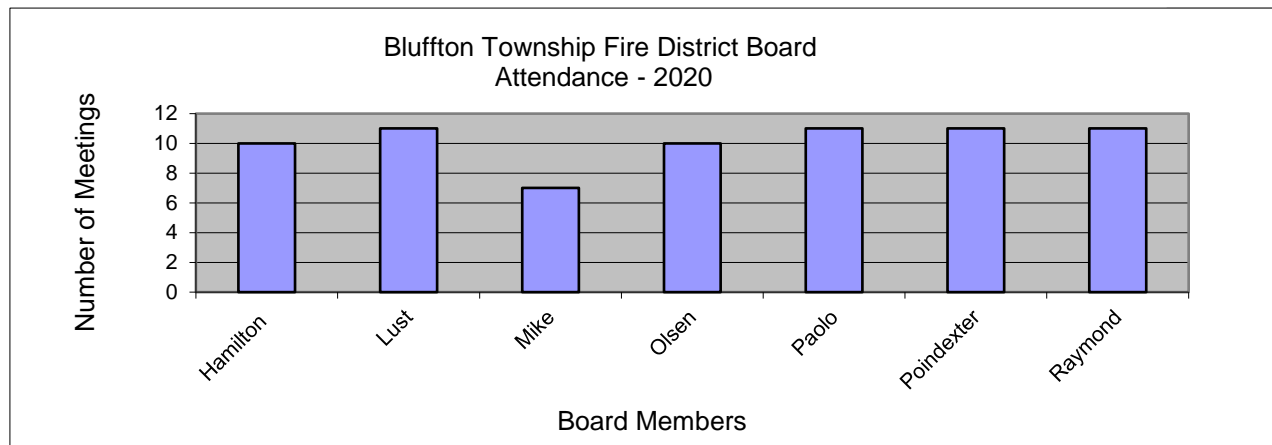
Attachments: Board Membership, Template Ordinance

cc: Mr. Robert A. Rogers, Board Chairman
Chief Barry Turner, Bluffton Fire District

Bluffton Township Fire District Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	21	18	31	21	19	16	21	18	15	20	17	15	11	
					*									
Hamilton	1	1	1	1	*	1	1	1	1	0	1	1	10	91%
Lust	1	1	1	1	*	1	1	1	1	1	1	1	11	100%
Mike	1	1	1	1	*	0	1	0	1	0	1	0	7	64%
Olsen	1	0	1	1	*	1	1	1	1	1	1	1	10	91%
Paolo	1	1	1	1	*	1	1	1	1	1	1	1	11	100%
Poindexter	1	1	1	1	*	1	1	1	1	1	1	1	11	100%
Raymond	1	1	1	1	*	1	1	1	1	1	1	1	11	100%

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 18.

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING • FEBUARY 8, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
BLUFFTON TOWNSHIP FIRE DISTRICT BOARD • (3rd TERM) DISTRICT 9 o 1st TERM - 2017 - partial ▽ 4 YEAR TERM OF SERVICE ▽ APPROVED VIA COMMUNITY SERVICES ON 02.01.21 - 11/11 VOTE • 8/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR PAUL HAMILTON TO BLUFFTON TOWNSHIP FIRE DISTRICT BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR PAUL HAMILTON TO BLUFFTON TOWNSHIP FIRE DISTRICT BOARD.



BLUFFTON TOWNSHIP FIRE DISTRICT

357 FORDING ISLAND ROAD
OKATIE, SOUTH CAROLINA 29909
WWW.BLUFFTONFD.COM

November 17, 2020

Mr. Joseph Passiment, Chairman
Beaufort County Council
P.O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment

Dear Mr. Passiment,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Bluffton Township District Board of Directors, effective February, 2020.

Sincerely,

A handwritten signature in dark ink, appearing to read "Paul Hamilton". The signature is stylized with a large, looping "P" and "H".

Paul Hamilton

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

D. PAUL SOMMERVILLE
 CHAIRMAN

GERALD W. STEWART
 VICE CHAIRMAN

COUNCIL MEMBERS

RICK CAPORALE
 MICHAEL E. COVERT
 GERALD DAWSON
 BRIAN E. FLEWELLING
 STEVEN G. FOBES
 YORK GLOVER, SR.
 ALICE G. HOWARD
 STEWART H. RODMAN
 ROBERTS "TABOR" VAUX

GARY T. KUBIC
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 DEPUTY COUNTY ADMINISTRATOR
 SPECIAL COUNSEL

THOMAS J. KEAVENY, II
 COUNTY ATTORNEY

ASHLEY M. BENNETT
 CLERK TO COUNCIL

March 15, 2017

Mr. Paul Hamilton

Re: Reappointment to Bluffton Township Fire District Board

Dear Mr. Hamilton:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Bluffton Township Fire District Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Bluffton Township Fire District Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

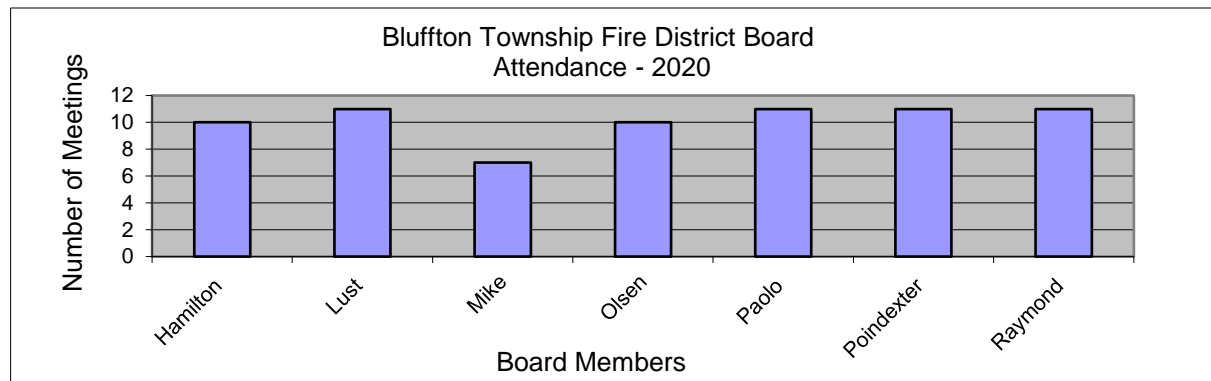
Attachment: Board Membership

cc: Mike Raymond, Chairman
 John Thompson, Fire Chief

Bluffton Township Fire District Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	21	18	21	21	19	16	21	18	15	20	17			
Hamilton	1	1	1	1	*	1	1	1	1	0	1	1	10	91%
Lust	1	1	1	1	*	1	1	1	1	1	1	1	11	100%
Mike	1	1	1	1	*	0	1	0	1	0	1	0	7	64%
Olsen	1	0	1	1	*	1	1	1	1	1	1	1	10	91%
Paolo	1	1	1	1	*	1	1	1	1	1	1	1	11	100%
Poindexter	1	1	1	1	*	1	1	1	1	1	1	1	11	100%
Raymond	1	1	1	1	*	1	1	1	1	1	1	1	11	100%

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 19.

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING • FEBRUARY 8, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
ALCOHOL AND DRUG ABUSE BOARD FOR LINDA NEIDICH HOFFMAN <ul style="list-style-type: none">• (4th TERM)<ul style="list-style-type: none">○ 1st TERM - 2009○ 2nd TERM 2013○ 3rd TERM 2017• 4 YEAR TERMS OF SERVICE• APPROVED BY COMMUNITY SERVICES COMMITTEE ON FEBRUARY 1, 2021 - 11/11 VOTE• 10/11 VOTE NEEDED
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR LINDA NEIDICH HOFFMAN TO ALCOHOL AND DRUG ABUSE BOARD APPROVED.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR LINDA NEIDICH HOFFMAN TO ALCOHOL AND DRUG ABUSE BOARD.



Mr. Steve Donaldson
Director, Beaufort County Alcohol and Drug
Abuse Department
1905 Duke Street, Suite 270
Beaufort, SC 29902

To Whom it may concern:

This is a statement to verify the intention that I, **Linda Neidich Hoffman**, am seeking **REAPPOINTMENT** to the **BOARD of the Beaufort County Alcohol and Drug Abuse Department**. This will go into effect on **January 1, 2021**.

Sincerely,

A handwritten signature in cursive script that reads "Linda Neidich Hoffman". The signature is written in dark ink and is positioned above the printed name.

Linda Neidich Hoffman

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

D. PAUL SOMMERVILLE
 CHAIRMAN

GERALD W. STEWART
 VICE CHAIRMAN

COUNCIL MEMBERS

RICK CAPORALE
 MICHAEL E. COVERT
 GERALD DAWSON
 BRIAN E. FLEWELLING
 STEVEN G. FOBES
 YORK GLOVER, SR.
 ALICE G. HOWARD
 STEWART H. RODMAN
 ROBERTS "TABOR" VAUX

GARY T. KUBIC
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 DEPUTY COUNTY ADMINISTRATOR
 SPECIAL COUNSEL

THOMAS J. KEAVENY, II
 COUNTY ATTORNEY

ASHLEY M. BENNETT
 CLERK TO COUNCIL

March 15, 2017

Ms. Linda Neidich Hoffman

Re: Reappointment to Alcohol and Drug Abuse Board

Dear Ms. Hoffman:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Alcohol and Drug Abuse Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Alcohol and Drug Abuse Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: John Coaxum, Chairman
 Bud Boyne, Director, Alcohol and Drug Abuse Department

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
CYNTHIA M. BENSCH
RICK CAPOALE
GERALD DAWSON
BRIAN E. FLEWELLING
WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

February 13, 2013

Ms. Linda Hoffman

Re: Reappointment to the Alcohol and Drug Abuse Board

Dear Ms. Hoffman:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve on the Alcohol and Drug Abuse Board.

This will be a four-year reappointment, which expires February 2017, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Alcohol and Drug Abuse Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Alcohol and Drug Abuse Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,

D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Bettie Goettle, Chairman
Bud Boyne, Director

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 470-2800
FAX: (843) 470-2751
www.bcgov.net

WM. WESTON J. NEWTON
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
RICK CAPOALE
GERALD DAWSON
BRIAN E. FLEWELLING
HERBERT N. GLAZE
WILLIAM L. McBRIDE
STEWART H. RODMAN
GERALD W. STEWART
LAURA VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

LADSON F. HOWELL
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

March 18, 2009

Ms. Lynda Hoffman

Re: Reappointment to the Alcohol and Drug Abuse Board

Dear Ms. Hoffman:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve on the Alcohol and Drug Abuse Board.

This will be a four-year reappointment, which expires February 2013, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Alcohol and Drug Abuse Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Alcohol and Drug Abuse Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



Wm. Weston J. Newton, Chairman

WWJN:jmm

Attachment: Board Membership

cc: Ms. Mary T. Johnson, Board Chairman
Mr. Bud Boyne, Director

Alcohol and Drug Abuse Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	hrs	Average
Date	21	*	17	*	12	*	15	14	16	14	18	16	6		
	canceled	canceled		canceled											
Zimbron	*	*	*	*	*	*	1	1	1	1	0	0	4	4	67%
Hale	*	*	*	*	*	*	1	1	1	1	1	1	6	6	100%
Hartman	*	*	*	*	*	*	1	1	1	1	1	1	6	6	100%
Hoffman	*	*	*	*	*	*	1	1	1	1	1	1	6	6	100%
Liipfert	*	*	*	*	*	*	1	1	1	1	0	1	5	5	75%
Naughton	*	*	*	*	*	*	0	0	0	1	0	1	2	2	50%
Driessen-Espana***	*	*	*	*	*	*	0	0	0	0	Na	Na	0	0	0%

1 - Present

0 - Absent

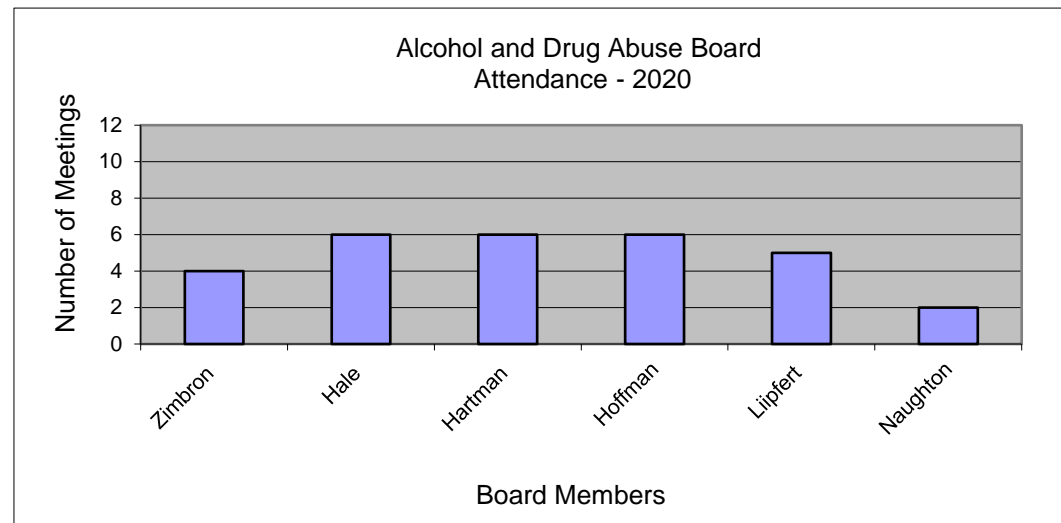
* No meeting

** Appointed

Nov- No Quorum

*** Resigned

Driessen-Espana
sept 2020



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 20.

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 8 , 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
PLANNING COMMISSION FOR KEVIN HENNELLY <ul style="list-style-type: none">2nd TERM - SOUTHERN BEAUFORT COUNTY<ul style="list-style-type: none">1st TERM - 20174 YEAR TERMS OF SERVICEAPPROVED VIA NATURAL RESOURCES COMMITTEE ON 02.01.21 - 11/11 VOTE8/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF THE REAPPOINTMENT FOR KEVIN HENNELLY (2nd TERM) TO PLANNING COMMISSION
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR KEVIN HENNELLY TO PLANNING COMMISSION.

From:

Kevin Hennelly

Date:

11/18/2020

Joseph F. Passiment, Jr., Chairman
 Beaufort County Council
 Post Office Drawer 1228
 Beaufort, SC 29901-1228

Re: Letter of Intent as a Member of the Beaufort County Planning Commission

Dear Council Chairman Passiment:

I hereby respectfully submit my Letter of Intent that:

☒

I be considered for reappointment to continue serving as a member of the subject Commission.

☐

I am not seeking reappointment on the subject Commission and will serve:

☐

Until the expiration of my appointment;

☐

Until a replacement is selected; or

☐

Until (date): _____.

☐

I regretfully resign from the subject Commission, effective (date) _____.

Sincerely,

(signature)

Kevin Hennelly

(printed name)

Kevin Hennelly

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

D. PAUL SOMMERVILLE
 CHAIRMAN

GERALD W. STEWART
 VICE CHAIRMAN

COUNCIL MEMBERS

RICK CAPORALE
 MICHAEL E. COVERT
 GERALD DAWSON
 BRIAN E. FLEWELLING
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 YORK GLOVER, SR.
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 ROBERTS "TABOR" VAUX

GARY T. KUBIC
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 DEPUTY COUNTY ADMINISTRATOR
 SPECIAL COUNSEL

THOMAS J. KEAVENY, II
 COUNTY ATTORNEY

ASHLEY M. BENNETT
 CLERK TO COUNCIL

September 26, 2017

Mr. Kevin Hennelly

Re: Appointment to Planning Commission

Dear Mr. Hennelly:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Planning Commission.

This will be a four-year appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Planning Commission. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Planning Commission, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



D. Paul Sommerville, Chairman

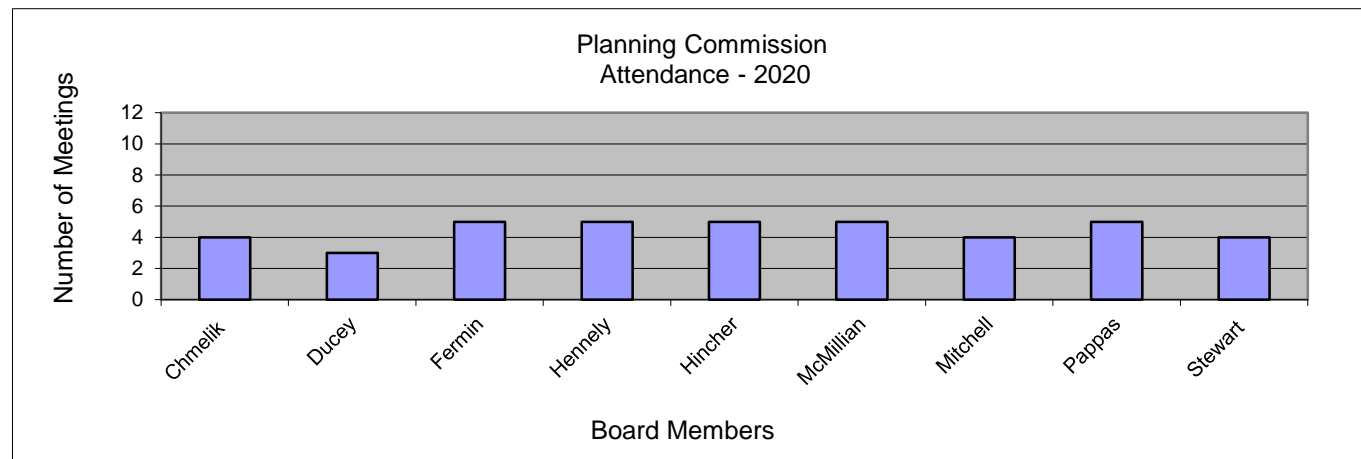
Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Robert Semmler, Chairman
 Tony Criscitiello, Director

Planning Commission
Attendance 2020

Month Date	January	February	March	April	May	June	July	July	August	September	October	November	December	Total	Average
	6	3	2	6	4	1	6	21	4	10	5	2	7		
Chmelik	1	*			*	*	1	0	1	*	1	*	*	4	80%
Ducey	**	*			*	*	1	1	1	*	0	*	*	3	75%
Fermin	1	*			*	*	1	1	1	*	1	*	*	5	100%
Hennely	1	*			*	*	1	1	1	*	1	*	*	5	100%
Hincher	1	*			*	*	1	1	1	*	1	*	*	5	100%
McMillian	1	*			*	*	1	1	1	*	1	*	*	5	100%
Mitchell	1	*			*	*	1	1	1	*	0	***	***	4	80%
Pappas	1	*			*	*	1	1	1	*	1	*	*	5	100%
Stewart	1	*			*	*	0	1	1	*	1	*	*	4	80%

1 - Present
0 - Absent
* No meeting
** Appointed
*** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 21.

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 8 , 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
PLANNING COMMISSION APPROVED VIA NATURAL RESOURCES COMMITTEE ON FEBRUARY 1, 2021. <ul style="list-style-type: none">KEVIN HENNELLY - SOUTHERN BEAUFORT COUNTYCECILY McMILLAN - ST.HELENA ISLAND
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF THE REAPPOINTMENT FOR KEVIN HENNELLY (2nd TERM) AND CECILY McMILLAN (2nd TERM) TO PLANNING COMMISSION
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR KEVIN HENNELLY AND CECILY McMILLAN TO PLANNING COMMISSION.

From:

Kevin Henneilly

Date:

11/18/2020

Joseph F. Passiment, Jr., Chairman
 Beaufort County Council
 Post Office Drawer 1228
 Beaufort, SC 29901-1228

Re: Letter of Intent as a Member of the Beaufort County Planning Commission

Dear Council Chairman Passiment:

I hereby respectfully submit my Letter of Intent that:

- ☒ I be considered for reappointment to continue serving as a member of the subject Commission.
- ☐ I am not seeking reappointment on the subject Commission and will serve:
- ☐ Until the expiration of my appointment;
- ☐ Until a replacement is selected; or
- ☐ Until (date): _____.
- ☐ I regretfully resign from the subject Commission, effective (date) _____.

Sincerely,

(signature)

(printed name)

Kevin Henneilly

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

D. PAUL SOMMERVILLE
 CHAIRMAN

GERALD W. STEWART
 VICE CHAIRMAN

COUNCIL MEMBERS

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 GERALD DAWSON
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 STEVEN G. FOBES
 YORK GLOVER, SR.
 ALICE G. HOWARD
 STEWART H. RODMAN
 ROBERTS "TABOR" VAUX

GARY T. KUBIC
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 DEPUTY COUNTY ADMINISTRATOR
 SPECIAL COUNSEL

THOMAS J. KEAVENY, II
 COUNTY ATTORNEY

ASHLEY M. BENNETT
 CLERK TO COUNCIL

September 26, 2017

Mr. Kevin Hennelly
 126 Weston Court
 Bluffton, SC 29910

Re: Appointment to Planning Commission

Dear Mr. Hennelly:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Planning Commission.

This will be a four-year appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Planning Commission. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Planning Commission, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Robert Semmler, Chairman
 Tony Criscitiello, Director



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 22.

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING • FEBUARY 8, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
SOLID WASTE AND RECYCLING BOARD REAPPOINTMENT OF WILLIAM GRANER <ul style="list-style-type: none">• (2nd Term) DISTRICT 6<ul style="list-style-type: none">○ 1st TERM - 2020 PARTICAL• 2 MEMBERS SHALL BE APPOINTED FOR 2 YEAR TERMS• CRITERIA MUCT HAVE EXPERIENCE IN SOLID WASTE MANAGEMENT, SOLID WASTE FACILITES PLANNING, ENVIRNMENTAL EDUCATION, BUDGET AND FINANCE ISSUES• APPROVED BY PUBLIC FACILITES ON 01.19.21• 8/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR WILLIAM GRANER TO SOLID WASTE AND RECYCLING BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR WILLIAM GRANER TO SOLID WASTE AND RECYCLING BOARD.

October 7, 2020

Mr. Joseph Passiment, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Reappointment – Solid Waste and Recycling Board

Dear Chairman Passiment,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Solid Waste and Recycling Board, effective February 2021.

Sincerely,

A handwritten signature in blue ink that reads "William Graner". The signature is fluid and cursive, with the first name "William" being more prominent than the last name "Graner".

William Graner
Solid Waste District 6 – Unincorporated Port Royal Island

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.beaufortcountysc.gov

JOSEPH F. PASSIMENT, JR.
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
 STEWART H. RODMAN

ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

June 22, 2020

William Graner
 (Solid Waste District #6 - Unincorp. Port Royal Island)

Re: Appointment to the Solid Waste and Recycling Board

Dear Mr. Graner:

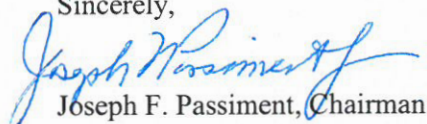
It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Solid Waste and Recycling Board.

This will be a partial-term appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Solid Waste and Recycling Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Solid Waste and Recycling Board and, I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please call upon me if I can answer any questions concerning this appointment.

Sincerely,

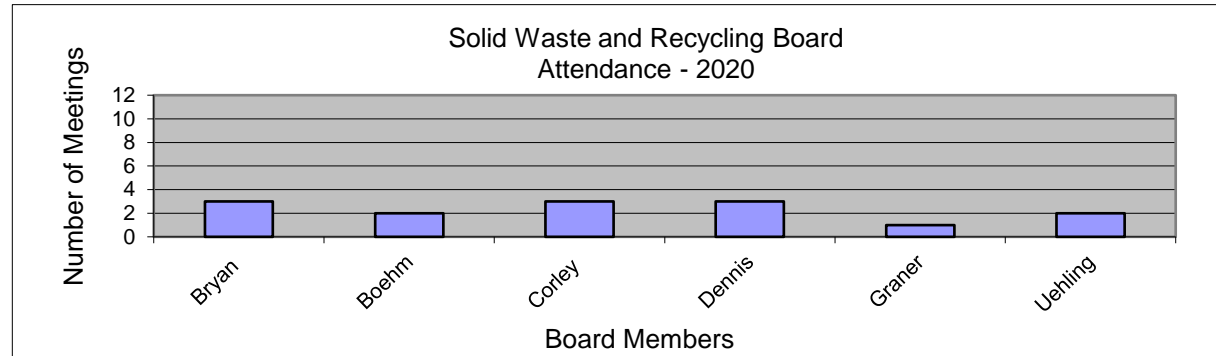

 Joseph F. Passiment, Chairman

cc: Brian Flewelling, Chairman of Public Facilities
 York Glover, Solid Waste and Recycling Board Liaison
 David Wilhelm, Director of Public Works
 Cindy Carter, Administrative Assistant

Solid Waste and Recycling Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
	23	*	*	2	*	*	*	*	*	*	*	3		
Bryan	1	*	*	1	*	*	*	*	*	*	*	1	3	100%
Boehm	0	*	*	1	*	*	*	*	*	*	*	1	2	67%
Corley	1	*	*	1	*	*	*	*	*	*	*	1	3	100%
Dennis	1	*	*	1	*	*	*	*	*	*	*	1	3	100%
Graner												**	1	100%
Uehling	1	*	*	1	*	*	*	*	*	*	*	***	2	100%

1 - Present
0 - Absent
* No meeting
** Appointed
Boehm 022519
*** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 23.

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING • FEBUARY 8, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
SOLID WASTE AND RECYCLING BOARD APPROVED VIA PUBLIC FACILITES COMMITTEE ON JANUARY 19, 2021. <ul style="list-style-type: none">• (3rd TERM) DISTRICT 8- ST. HELENA ISLAND<ul style="list-style-type: none">○ 1st TERM - 2013○ 2nd TERM-2017• 2 MEMBERS SHALL BE APPOINTED FOR 2 YEAR TERMS• CRITERIA MUCT HAVE EXPERIENCE IN SOLID WASTE MANAGEMENT, SOLID WASTE FACILITES PLANNING, ENVIRONMENTAL EDUCATION, BUDGET AND FINANCE ISSUES• APPROVED BY PUBLIC FACILITES ON 01.19.21• 6/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR KIM CORLEY TO SOLID WASTE AND RECYCLING BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR KIM CORLEY TO SOLID WASTE AND RECYCLING BOARD.

October 7, 2020

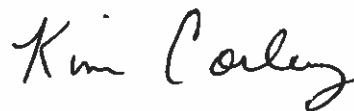
Mr. Joseph Passiment, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Reappointment – Solid Waste and Recycling Board

Dear Chairman Passiment,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Solid Waste and Recycling Board, effective February 2021.

Sincerely,

A handwritten signature in black ink that reads "Kim Corley". The signature is written in a cursive, flowing style.

Kim Corley
Solid Waste District 8 – St. Helena Island & Islands East

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

D. PAUL SOMMERVILLE
 CHAIRMAN

GERALD W. STEWART
 VICE CHAIRMAN

COUNCIL MEMBERS

RICK CAPORALE
 MICHAEL E. COVERT
 GERALD DAWSON
 BRIAN E. FLEWELLING
 STEVEN G. FOBES
 YORK GLOVER, SR.
 ALICE G. HOWARD
 STEWART H. RODMAN
 ROBERTS "TABOR" VAUX

GARY T. KUBIC
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 DEPUTY COUNTY ADMINISTRATOR
 SPECIAL COUNSEL

THOMAS J. KEAVENY, II
 COUNTY ATTORNEY

ASHLEY M. BENNETT
 CLERK TO COUNCIL

February 21, 2017

Ms. Kim Corley

Re: Reappointment to Solid Waste and Recycling Board

Dear Ms. Corley:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Solid Waste and Recycling Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Solid Waste and Recycling Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Dan Duryea, Chairman
 Jim Minor, Manager, Solid Waste and Recycling

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

August 27, 2013

Ms. Kim Corley

Re: Solid Waste and Recycling Board

Dear Ms. Corley:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Solid Waste and Recycling Board.

This will be a four year appointment, which expires February 2017 and, we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Rural and Solid Waste and Recycling Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Solid Waste and Recycling Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



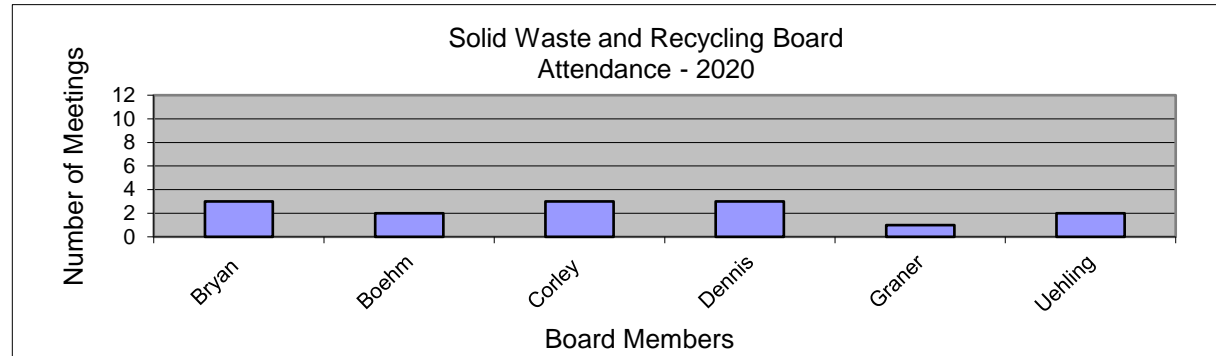
D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation
cc: Jim Minor, Solid Waste and Recycling Manager

Solid Waste and Recycling Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
	23	*	*	2	*	*	*	*	*	*	*	3		
Bryan	1	*	*	1	*	*	*	*	*	*	*	1	3	100%
Boehm	0	*	*	1	*	*	*	*	*	*	*	1	2	67%
Corley	1	*	*	1	*	*	*	*	*	*	*	1	3	100%
Dennis	1	*	*	1	*	*	*	*	*	*	*	1	3	100%
Graner												**	1	100%
Uehling	1	*	*	1	*	*	*	*	*	*	*	***	2	100%

1 - Present
0 - Absent
* No meeting
** Appointed
Boehm 022519
*** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 24.

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING • FEBRUARY 8, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
CONSIDERATION OF THE REAPPOINTMENT OF JOHN GLOVER TO THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE • 2nd TERM - DISTRICT 3 o 1st TERM - 2017 • THE COMMITTEE SHALL BE COMPRISED OF 11 MEMBERS, INCLUDING ONE RESIDENT MEMBER OF EACH OF THE COUNTY COUNCIL DISTRICTS • MEMBERS SERVE SAME TERM AS APPOINTING COUNCIL MEMBER (GLOVER 2024) • 8 /11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR JOHN GLOVER BEAUFORT COUNTY TRANSPORTATION COMMITTEE
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR JOHN GLOVER , BEAUFORT COUNTY TRANSPORTATION COMMITTEE.



Mr. Joseph Passiment, Chairman
Beaufort County Council
P.O. Drawer 1228
Beaufort, S.C. 29901-1228

To: Whom it may concern:

This is a statement to verify the intention that I, John H Glover, am seeking reappointment to the Beaufort County Transportation Committee. This will go into effect on January 1, 2021.

Sincerely,

A handwritten signature in cursive script that reads "John H. Glover".

John H. Glover
Member, Transportation Committee

COUNTY COUNCIL OF BEAUFORT COUNTY
 ADMINISTRATION BUILDING
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
 100 RIBAUT ROAD
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 STEVEN G. FOBES
 YORK GLOVER, SR.
 ALICE G. HOWARD
 STEWART H. RODMAN
 ROBERTS "TABOR" VAUX

GARY T. KUBIC
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 DEPUTY COUNTY ADMINISTRATOR
 SPECIAL COUNSEL

THOMAS J. KEAVENY, II
 COUNTY ATTORNEY

ASHLEY M. BENNETT
 CLERK TO COUNCIL

February 21, 2017

Mr. John Glover

Re: County Transportation Committee

Dear Mr. Glover:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the County Transportation Committee.

This will be a four-year term appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the County Transportation Committee. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the County Transportation Committee, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



D. Paul Sommerville, Chairman

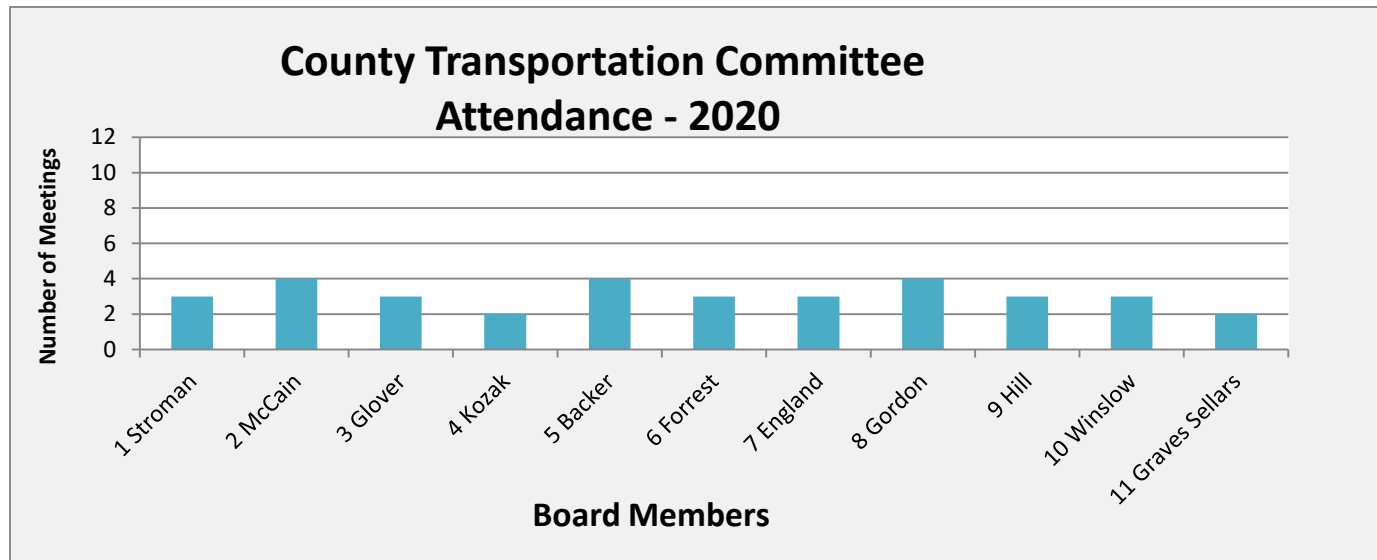
Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Kraig Gordon, Chairman
 Rob McFee, Division-Director, Facilities and Construction Engineering

**County Transportation Committee
Attendance 2020
REPORT TO BOARDS AND COMMISSIONS BY NOVEMBER 30TH**

Month Date	January 1/15/2020	February	March 3/18/2020	April	May 5/20/2020	June	July 7/15/2020	August	September 9/16/2020	October	November 11/18/2020	December	Total	Average
Members														
1 Stroman	0	*	*	*	*	*	1	*	1	*	1	*	3	75%
2 McCain	1	*	*	*	*	*	1	*	1	*	1	*	4	100%
3 Glover	0	*	*	*	*	*	1	*	1	*	1	*	3	75%
4 Kozak	1	*	*	*	*	*	*	*	0	*	1	*	2	67%
5 Backer	1	*	*	*	*	*	1	*	1	*	1	*	4	100%
6 Forrest	1	*	*	*	*	*	0	*	1	*	1	*	3	75%
7 England	1	*	*	*	*	*	1	*	1	*	0	*	3	75%
8 Gordon	1	*	*	*	*	*	1	*	1	*	1	*	4	100%
9 Hill	1	*	*	*	*	*	0	*	1	*	1	*	3	75%
10 Winslow	1	*	*	*	*	*	1	*	1	*	0	*	3	75%
11 Graves Sellars	1	*	*	*	*	*	0	*	1	*	0	*	2	50%

1 - Present
0 - Absent
* No meeting
** Appointed





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 1.

ITEM TITLE:

Amendment to Article 7, Section 7.3.30.E (Appeals)

MEETING NAME AND DATE:

County Council, February 8, 2021

PRESENTER INFORMATION:

Robert Merchant, AICP, Acting Director, Planning and Zoning

5 minutes needed for presentation.

ITEM BACKGROUND:

This is a minor amendment to Article 7, Section 7.3.30.E to make the language in the Community Development Code better match the language in the SC State Planning Enabling Act of 1994 regarding appeals. The current language in the Community Development Code stays all county actions during an appeal, whereas the state enabling legislation stays "all legal proceedings". Staff believes that the existing language in the CDC is too broad and should be revised to match the state legislation. This action is a follow up of an item that the Natural Resources Committee reviewed at its November 2, 2020 meeting where staff proposed to limit appeals of conceptual subdivisions and land developments. The purpose of this limit would be avoid appeals at a stage of a project where it is not fully designed. The Natural Resources Committee did not approve staff's proposal at that time and directed staff to consider a different approach. This revised amendment was presented to the Natural Resources Committee at their February 1 meeting and they voted unanimously to forward the amendment to County Council.

PROJECT / ITEM NARRATIVE:

See above

FISCAL IMPACT:

No Fiscal Impact

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval.

OPTIONS FOR COUNCIL MOTION:

Approve or deny proposed amendment.

7.3.70 - Appeals

- A. **Purpose.** The purpose of this Section is to establish an appeal for an aggrieved party affected by a decision made by an administrative decision-maker to determine if the decision complies with the requirements of this Development Code.
- B. **Types of Appeal.** Appeals may be taken by an aggrieved party from the following decisions, to either the ZBOA, or the Planning Commission, as follows:
 - 1. **ZBOA.** The ZBOA is authorized to serve as the appellate body for decisions on:
 - a. Zoning Permits, see Section 7.2.20 (Zoning Permit);
 - b. Modulation Permits, see Section 7.2.30 (Modulation Permit);
 - c. Sign Permits, see Section 7.2.40 (Sign Permit);
 - d. Tree Removal Permits, see Section 7.2.50 (Tree Removal Permit); and
 - e. Interpretations of all provisions of this Development Code, except for Zone District Map Boundaries, see Section 7.3.60 (Interpretations).
 - 2. **Planning Commission.** The Planning Commission is authorized to serve as the appellate body for decisions on:
 - a. Minor Land Development Plans, see Section 7.2.60 (Land Development Plan);
 - b. Major Land Development Plans (Concept Plan and Final Land Development Plan), see Section 7.2.60 (Land Development Plan);
 - c. Minor Subdivisions, see Section 7.2.70 (Subdivision Plat);
 - d. Major Subdivisions (Concept Plat and Final Plat), see Section 7.2.70 (Subdivision Plat);
 - e. Traditional Community Plans (TCP), see Section 7.2.90; and
 - f. Interpretations of zoning district boundaries, see Section 7.3.60 (Interpretations).
- C. **Appeal Procedure.**
 - 1. **Pre-Application Conference is Optional.** See Section 7.4.20 (Pre-Application Conference).
 - 2. **Application Submittal and Acceptance.** See Section 7.4.30 (Application Submittal and Acceptance). An Appeal application shall specify the grounds for the appeal and shall be submitted to the Director within 30 days after receipt of notice of the decision being appealed.
 - 3. **Staff Review and Action.** See Section 7.4.40 (Staff Review and Action). On accepting an Appeal application, the Director shall transmit the appeal and the record of material considered by the decision-maker in making the decision (including but not limited to, for example, the application and support materials, staff report, other plans, documents, reports and studies considered in making the decision, and any minutes, transcripts, or record of the meetings held to consider and make the decision). These materials, plus the Comprehensive Plan and this Development Code shall constitute the record of the appeal.
 - 4. **Public Hearing Scheduling and Notice.** See Section 7.4.50 (Public Hearing Scheduling and Notice). The Director shall also provide notice of the public hearing to the applicant for the decision being appealed, if different from the appellant.
 - 5. **Public Hearing Procedures.** See Section 7.4.70 (Public Hearing Procedures). Appeals from a decision of administrative agents shall be heard by the ZBOA or the Planning Commission as appropriate, based solely on the materials (plans, documents, reports, studies, drawings, and testimony) available to the body or agent rendering the initial decision and advisory bodies prior to the decision. Appeals shall not consider new or altered plans, except that information submitted, but not discussed or considered in rendering a decision, shall be considered part of the original evidence. If hearings were held and testimony given, transcripts and other record

items of those proceedings shall be the exclusive basis of the appeal. The appeal shall also consider this Section's standards and state law.

6. **Decision-Making Body Review and Decision.** Applicable to a decision by the appropriate appellate body following a public hearing. See Section 7.4.90, (Decision-Making Body Review and Decision). The public hearing shall be on the record of the appeal, with presentations limited to arguments on the record of the appeal as it relates to the grounds for appeal specified in the Appeal application.
 - a. The appellate body shall base its decision solely on the record of the appeal, as supplemented by arguments presented at the public hearing, and the standards in Subsection 7.30.70.D. The final decision of the appellate body shall be one of the following:
 - (1) Affirmation of the decision or interpretation (in whole or in part);
 - (2) Modification of the decision or interpretation (in whole or in part); or
 - (3) Reversal of the decision or interpretation (in whole or in part).
 - b. Reserved.
7. **Appeal.** The decision of the appellate body may be appealed to the Circuit Court.

D. Appeal Review Standards.

1. An appellate body is limited to the following determinations in considering the appeal, which shall be based on clear and substantial evidence in the record:
 - a. The decision-maker made an error in determining whether a standard was met. The record must indicate that an error in judgment occurred or facts, plans, or regulations were misread in determining whether the particular standard was or was not met;
 - b. The decision-maker made the decision based on a standard not contained in this Development Code or other appropriate County ordinances, regulations, or state law, or that a standard more strict or broad than the standard established in this Development Code was applied. (This Development Code does not allow administrative decision-makers to consider or create standards not officially adopted); or
 - c. The decision-maker made an error in applying a standard or measuring a standard.
2. Where conflicting evidence exists, the appeal is limited to determining what evidence or testimony bears the greatest credibility in terms of documentation and qualifications of those making the determination.
3. The appellate body shall not hear any evidence or make any decision based on hardships or special conditions.

- E. Effect of Pending Appeal.** A pending appeal stays all County actions in furtherance of the decision being appealed unless the Director certifies to the appellate body reviewing the decision or interpretation (or the appellate body independently determines) that because of facts stated in the certification (or as part of the appellate body's determination), a stay would cause imminent peril to life or land. In that case, proceedings shall not be stayed other than by an order issued by the appellate body for good cause, or by a court of law. An appeal stays all legal proceedings in furtherance of the action appealed from, unless the Director certifies to the appellate body, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed other than by a restraining order which may be granted by the board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 2.

ITEM TITLE:
Beaufort County Public Works – Designation of Public Works Code Enforcement Officers
MEETING NAME AND DATE:
County Council – February 8th
PRESENTER INFORMATION
Jared Fralix, P.E. ACA- Engineering (5 min)
ITEM BACKGROUND:
Natural Resources Committee - Approved on 2.1.2021.
PROJECT / ITEM NARRATIVE:
As development pressures across the County increases, and use of public docks and landings increases, it has become increasingly necessary to designate Public Works Staff to enforce Beaufort County Ordinance quickly and efficiently.
FISCAL IMPACT:
Fees collected by staff at Court will go back into Public Works funds and Stormwater funds as appropriate based on department. Minimal expenditures to provide staff with a ticket book and badge.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the designation of Public Works Employees to enforce Beaufort County Ordinance.
OPTIONS FOR COMMITTEE MOTION:
Motion to designate Beaufort County Public Works staff as Public Works Code Enforcement officers. Motion to deny the designation of Beaufort County Public Works staff as Public Works Code Enforcement officers.

RESOLUTION 2021/_____

A RESOLUTION TO COMMISSION PUBLIC WORKS ENFORCEMENT OFFICER TO ENFORCE BEAUFORT COUNTY ORDINANCES FOR BEAUFORT COUNTY

WHEREAS, the Beaufort County Council, pursuant to the provisions of Section 4-9-145 of the *Code of Laws of South Carolina*, 1976, as amended, may appoint and commission may appoint and commission as many enforcement officers as may be necessary for proper security, general welfare and convenience of the County; and

WHEREAS, each candidate for appointment as a Beaufort County Public Works Enforcement Officer has completed training and obtained any certifications as may be necessary.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Beaufort County, South Carolina that:

1. County Council hereby appoints and commissions the following individual as a Public Works Enforcement Officer for Beaufort County:

Danny Polk, Beaufort County Public Works Enforcement Officer
 Amber Woods, Beaufort County Public Works Enforcement Officer
 Jacob Bratz, Beaufort County Public Works Enforcement Officer
 Katie Herrera, Beaufort County Public Works Enforcement Officer
 Tanner Powell, Beaufort County Public Works Enforcement Officer
 Bobby Anderson, Beaufort County Public Works Enforcement Officer

2. Each Public Works Enforcement Officer shall present the appropriate certificate to the Beaufort County Magistrate's office prior to any official action as a Public Works Enforcement Officer.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
 Joseph E. Passiment, Chairman

ATTEST:

 Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 3.

ITEM TITLE:
A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A CONSERVATION EASEMENT ON REAL PROPERTY KNOWN AS TMS# R300 011 000 0049 0000 AND ALSO KNOWN AS HENRY FARMS NORTH
MEETING NAME AND DATE:
County Council, Monday, February 8, 2021
PRESENTER INFORMATION:
Ms. Kate Schaefer, Director of Land Protection, Beaufort County Open Land Trust 15-20 Minutes
ITEM BACKGROUND:
NRC approved initial due diligence on 08/18/19 Rural and Critical Land Preservation Board recommended approval of purchase of development rights on 12/10/20 NRC recommended approval of purchase of development rights on 02/01/21
PROJECT / ITEM NARRATIVE:
Beaufort County Open Land Trust (BCOLT) is the current fee simple owner of 2019G Henry Farms North and intends to convey the property to The Center for Heirs Property Preservation. Beaufort County intends to purchase development rights from The Center for Heirs Property Preservation with the requirement that a conservation easement be placed on the property, to be held by BCOLT, for a purchase price of \$325,000.00 which is below the appraised value of \$489,000.00 through the Rural and Critical Land Preservation Program Bond Referendum.
FISCAL IMPACT:
\$325,000.00 from the Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 4500)
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the proposal as submitted.
OPTIONS FOR COUNCIL MOTION:
Motion to approve Resolution to purchase development rights on 2019G Henry Farms North Motion to modify Resolution to purchase development rights on 2019G Henry Farms North Motion to reject Resolution to purchase development rights on 2019G Henry Farms North



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 4.

ITEM TITLE:
An Ordinance authorizing the execution and delivery of Utility Easement #901094 encumbering property owned by Beaufort County.
MEETING NAME AND DATE:
County Council Meeting February 8, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
ITEM BACKGROUND:
Unanimous Approval by Public Facilities Committee on 1-19-21 Beaufort County is in the process of building the new Arthur Horne Building and is trying to maximize space available for future parking. Dominion Energy has recommended placing a transformer east of the new building allowing for the elimination of a junction box and removal of the existing feeder.
PROJECT / ITEM NARRATIVE:
Dominion energy has agreed to waive the estimated \$50,000 (Transformer and primary feed) cost in exchange for Utility Easement # 901093 to place an additional underground primary service feeder from Prince Street to Boundary Street.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends granting Utility Easement #901094.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve</i> granting Utility Easement #901094. <i>Motion to deny</i> granting Utility Easement #901094.
(Next Step) County Council 3 readings 2/8/21, 2/22/21 & Final reading/hearing 3/8/21

Ordinance No. 2021/_____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY
EASEMENT # 901094 ENCUMBERING PROPERTY OWNED BY BEAUFORT
COUNTY**

WHEREAS, Beaufort County owns real property (“County Parcel”) located south of Boundary Street (US 21), west of Ribaut Road (SC 281S), north of Duke Street (S-54), and east of marshland containing 4.45 acres more or less and being the same lands conveyed to the County by deed of Beaufort County School District #1 recorded 4/11/1985, and filed in the Register of Deeds office for Beaufort County in Deed Book 417 at page 361 being a portion of TMS No. **R120 003 000 0097 0000**; and

WHEREAS, Dominion Energy South Carolina, INC (Dominion) is requesting an easement on aforementioned property to facilitate primary electric service for the new Arthur Horne Building; and

WHEREAS, Beaufort County would like to maximize the space available for the future parking and eliminate any future restrictions to placing permanent structures in the parking lot; and

WHEREAS, the preferred design places the transformer east of the new building allowing for the elimination of a junction box and removal of the existing feeder, thus maximizing parking space and removing restrictions to future permanent structures; and

WHEREAS, the preferred design estimated cost to Beaufort County for Dominion upgrade would be \$50,000 for new electric service; and

WHEREAS, Dominion Energy will waive the cost of \$50,000 (transformer and primary feed) in exchange for the easement to place an additional underground primary service feeder from Prince Street to Boundary Street; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached document entitled “Easement # 901094”; and

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

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL
AS FOLLOWS:**

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on the attached document entitled “Easement # 901094”; and

- (2) The County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the infrastructure construction and installation occur as agreed upon by the County and Dominion.

DONE this ____ day of _____ 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

Easement # 901094

Item 4.

INDENTURE, made this _____ day of _____, **2021** by and between **Beaufort County** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **4.45 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Beaufort County School District #1**, dated or recorded **4/11/1985**, and filed in the Register of Deeds office for **Beaufort County** in **Deed Book 417 at Page 361**.

This property is situated at the intersection of Boundary St. and Ribaut Road, being bounded on the north by Boundary St.; on the east by Ribaut Road; on the south by Duke Street and on the west by Marshland. The easement will be as the Grantee's facilities are actually installed, being more fully shown on Dominion Energy South Carolina Drawing #83944, sheet 1 of 1 and is made a part hereof by reference only.

TMS: R120 003 000 0097 0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.
WITNESS:

Beaufort County

By: _____ (SEAL)

1st Witness

Print Name: _____

2nd Witness

Title: _____

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

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

Sworn to before me this _____ day of _____, 2021

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC**

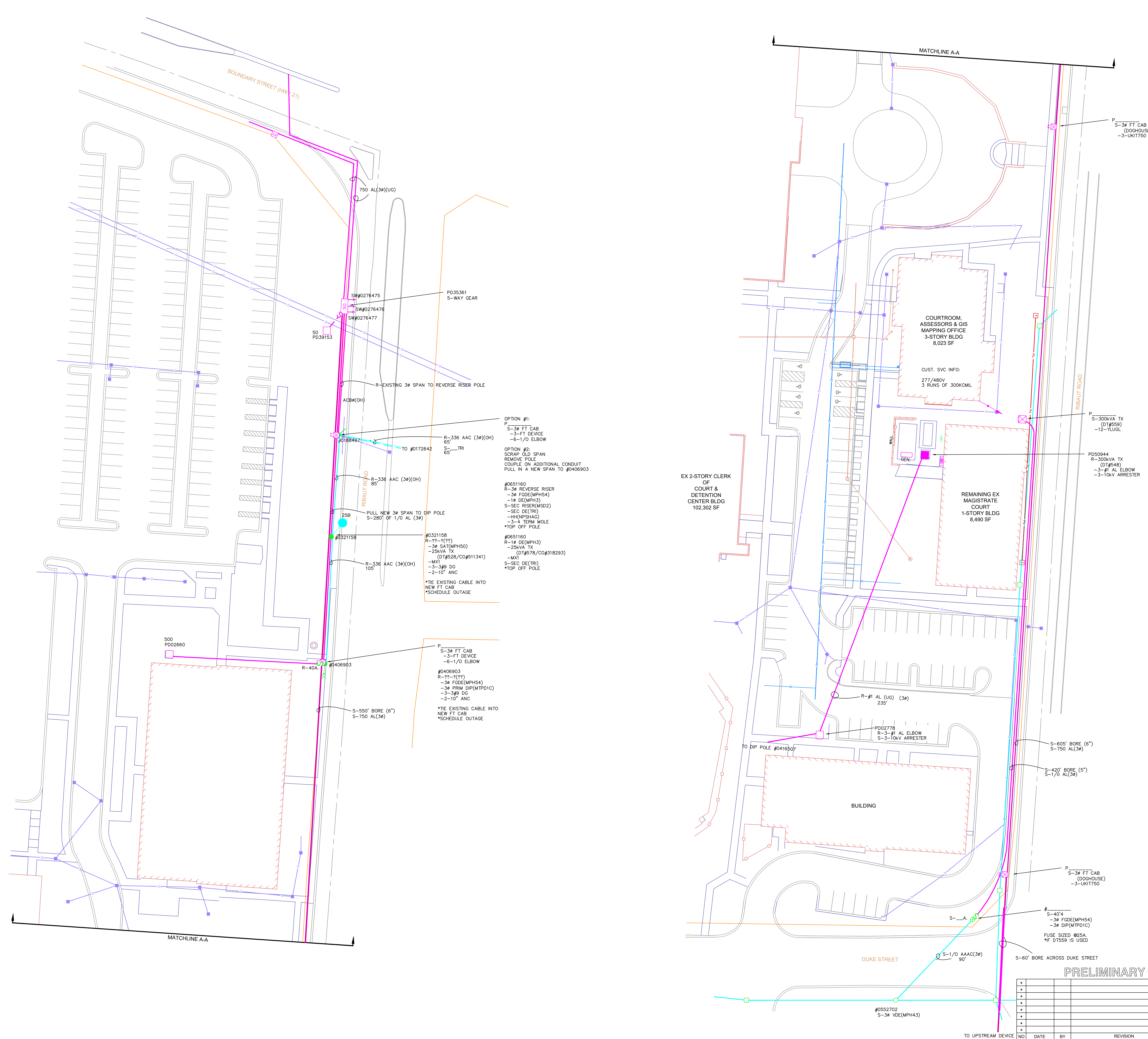
Line: **Beaufort County Government Complex New Bldng.**

County: **Beaufort**

R/W File Number: **24358**

Grantor(s): **Beaufort County**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910




DATE	BY	REVISION	FOR	DESCRIPTION	SHEET	OF	SHEETS
ELECTRONIC DRAWING-DO NOT REVISE MANUALLY							

[illegible]

RIGHT OF WAY INFORMATION

R/W AGENT _____
FILE NUMBER _____
EASEMENT NO. _____

STANDARD DOMINION ENERGY SOUTH CAROLINA, INC. DISTRIBUTION RIGHT OF WAY: OVERHEAD ELECTRIC IS 15' EACH SIDE OF THE POLE.
UNDERGROUND ELECTRIC IS 5' EACH SIDE OF THE CABLE. PAD MOUNTED EQUIPMENT IS 12' AROUND THE PERIMETER OF THE EQUIPMENT.

 3 DAYS BEFORE DIGGING

CALL 811

IT'S THE LAW
PALMETTO UTILITY PROTECTION SERVICE

ALL DOMINION ENERGY SOUTH CAROLINA, INC. FACILITY LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE. FINAL LOCATIONS ARE DETERMINED AT THE TIME OF INSTALLATION BY A DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE.

DEVELOPER'S SIGNATURE BLOCK

ANY COST ASSOCIATED WITH ANY REQUESTED CHANGE OR INSUFFICIENT

WELL AS REGULATORY RESTRICTIONS AT THE TIME OF CONSTRUCTION THAT HE/SHE HAS REVIEWED THE DOMINION ENERGY SOUTH CALIFORNIA REQUIREMENTS LISTED IN THE HANDBOOK UNDER DEVELOPER.

[illegible]

(PRINT NAME)

0.4 TC

ENERGY SOUTH CAROLINA, INC.

GOVERNMENT BUILDING (NEW BUILDING) - BEAU

	CKT# 6
1. CUD (14)	

1" = 30'	D-83944
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01.DWG SHEET 1 OF 1 SHEETS



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 5.

ITEM TITLE:
An ordinance authorizing the execution and delivery of Utility Easement #901093 encumbering property owned by Beaufort County.
MEETING NAME AND DATE:
County Council Meeting February 8, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
ITEM BACKGROUND:
Unanimous Approval by Public Facilities Committee on 1-19-21 Dominion Energy is adding a primary service feeder from Prince Street to Boundary Street and is requesting an easement from the County to move forward with the project.
PROJECT / ITEM NARRATIVE:
Beaufort County has been constructing the new Arthur Horne building and requires electric service upgrades from Dominion Energy. Dominion energy has agreed to waive the estimated \$50,000 (Transformer and primary feed) cost in exchange for Utility Easement # 901093 to place an additional underground primary service feeder from Prince Street to Boundary Street.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends granting Utility Easement #901093.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny granting Utility Easement #901093.</i>
<i>(Next Step- County Council 2nd Reading at 2/22/21 & Final reading/hearing 3/8/21)</i>

Ordinance No. 2021/____**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY EASEMENT # 901093 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY**

WHEREAS, Beaufort County owns real property (“County Parcels”) located south of Boundary Street (US 21), west of Ribaut Road (SC 281S), and north of Prince Street designated as TMS No. R120 003 000 193A 0000 recorded in Deed Book 528 at Page 2054 on 5/12/1989, TMS No. R120 003 000 0195 0000 recorded in Deed Book 538 at Page 1212, on 10/11/1989, TMS No. R120 003 000 0197 0000 recorded in Deed Book 534 at Page 2028, on 8/10/1989, TMS No. R120 003 000 198A 0000 recorded in Deed Book 536 at Page 1315 on 9/8/1989, and TMS No. R120 003 000 0202 0000 recorded in Deed Book 533 at Page 2738 on 8/2/1989; and

WHEREAS, Dominion Energy South Carolina, INC (Dominion) is requesting an easement across the aforementioned County Parcels to strengthen the reliability in the surrounding area by providing an additional primary service feeder from Prince Street to Boundary Street; and

WHEREAS, this service would be underground by way of directional bore (or open trench or hand digging where applicable) and would allow one source per transformer in lieu of multiple transformers per source on a radial feed with no additional poles needed; and

WHEREAS, Dominion will be able to remove existing distribution poles located on County property from the intersection of Boundary Street and Ribaut Road and carry on southward for three spans; and

WHEREAS, in exchange for Utility Easement # 901093, Dominion is willing to waive the estimated \$50,000 cost associated with primary electric service necessary for the construction of the New Arthur Horne Building located on County parcel R120 003 000 0097 0000; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached document entitled “Easement # 901093”; and

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

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on the attached document entitled “Easement # 901093”; and

- (2) The County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the infrastructure construction and installation occur as agreed upon by the County and Dominion.

DONE this ____ day of _____ 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

INDENTURE, made this _____ day of _____, 2021 by and between **Beaufort County** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: **5 lots** being the same lands conveyed to Grantor by deed of **James W. Pruitt, et al**, dated or recorded **5/12/1989**, and filed in the Register of Deeds office for **Beaufort County** in **Deed Book 528 at Page 2054**, dated or recorded **10/11/1989**, and filed in the Register of Deeds office for **Beaufort County** in **Deed Book 538 at Page 1212**, dated or recorded **8/10/1989**, and filed in the Register of Deeds office for **Beaufort County** in **Deed Book 534 at Page 2028**, dated or recorded **9/8/1989**, and filed in the Register of Deeds office for **Beaufort County** in **Deed Book 536 at Page 1315** and dated or recorded **8/2/1989**, and filed in the Register of Deeds office for **Beaufort County** in **Deed Book 533 at Page 2738**.

These lots are located north of Prince Street and west of Ribaut Road. The easement will be as the Grantee's facilities are actually installed, being more fully shown on Dominion Energy South Carolina Drawing #83547, sheet 1 of 3 and is made a part hereof by reference only.

TMS: R120 003 000 193A 0000, R120 003 000 0195 0000, R120 003 000 0197 0000, R120 003 000 198A 0000 and R120 003 000 0202 0000.

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

For: Beaufort County

By: _____ (SEAL)

1st Witness

Print Name: _____

2nd Witness

Title: _____

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

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

Sworn to before me this _____ day of _____, 2021

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC**

Line: **Beaufort Central 4th Feeder**

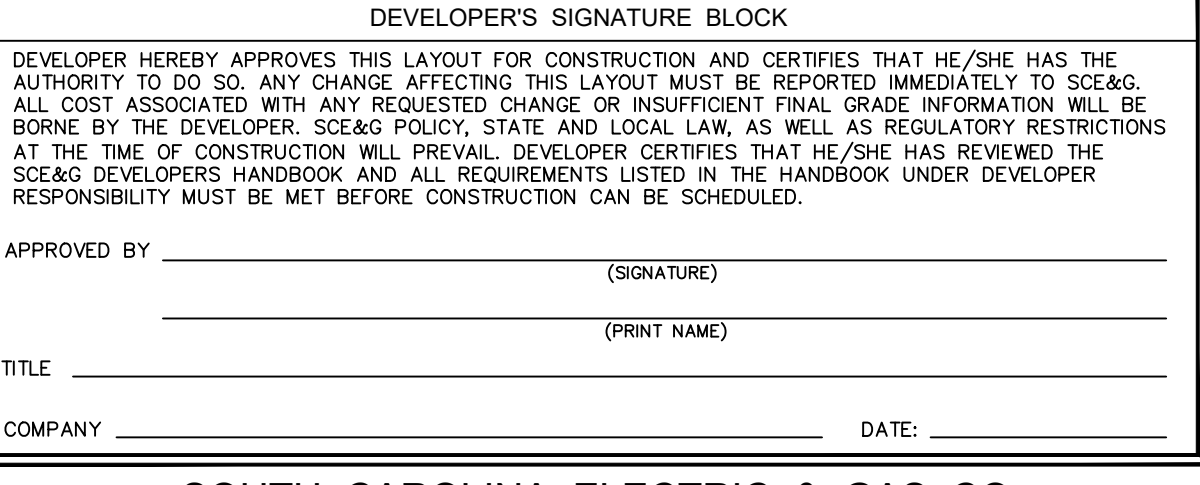
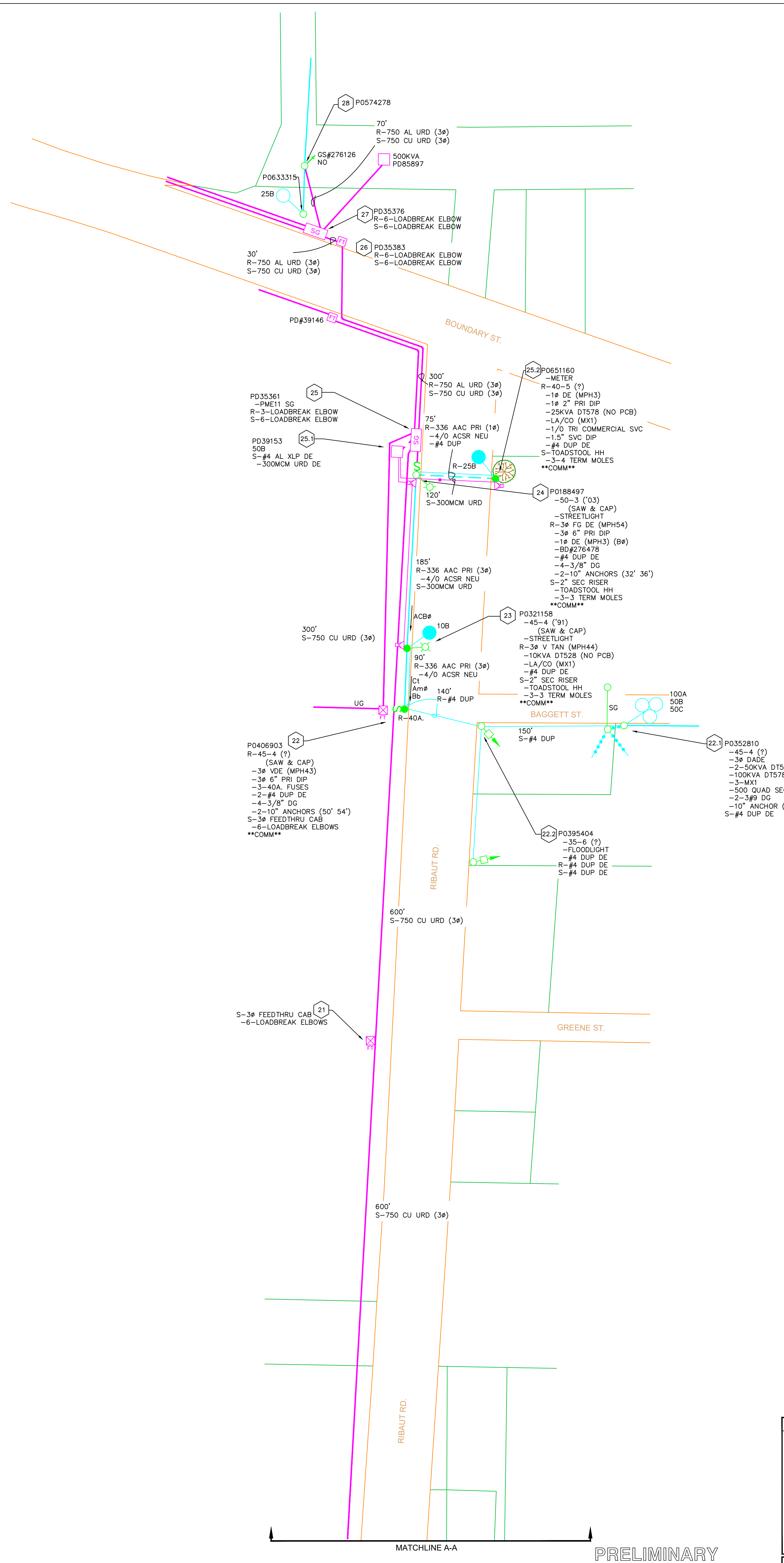
County: **Beaufort**

R/W File Number: **23864**

Grantor(s): **Beaufort County**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910

ALL 795 AAC PRIMARY CONDUCTOR TO
BE SPECCED WITH 477 AAC NEUTRAL



SCANACAD DRAWING-DO NOT REVISE MANUALLY



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 6.

ITEM TITLE:

An Ordinance Authorizing the Conveyance of R510 008 000 0370 0000 and R510 008 000 0160 0000 to the Town of Hilton Head as part of the "Summit Drive Realignment Project"

MEETING NAME AND DATE:

County Council – January 11, 2021

PRESENTER INFORMATION:

Jared Fralix, ACA - Engineering
(5 min)

ITEM BACKGROUND:

The County owns two parcels that will be effected by the Town of Hilton Head Island's project to construct a road to alleviate traffic congestion and improve safe access to and from the County's Convenience Center located at 26 Summit Drive, Hilton Head Island.

Public Facilities Committee approved the Ordinance on December 21, 2020.

PROJECT / ITEM NARRATIVE:

The County believes the Town of Hilton Head Island's road project will greatly benefit the citizens, therefore; agrees to convey two properties to the Town. The approximate size of the two properties is 0.61 acres.

FISCAL IMPACT:

The fees associated with the conveyance of the properties will be paid for by the County from the Solid Waste and Recycling Professional Services account 10001340-5116L.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of An Ordinance Authorizing the Conveyance of R510 008 000 0370 0000 and R510 008 000 0160 0000 to the Town of Hilton Head as part of the "Summit Drive Realignment Project"

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny An Ordinance Authorizing the Conveyance of R510 008 000 0370 0000 and R510 008 000 0160 0000 to the Town of Hilton Head as part of the "Summit Drive Realignment Project"

Move forward to County Council for second reading.

2020/_____

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF R510 008 000 0370 0000
AND R510 008 000 0160 0000 TO THE TOWN OF HILTON HEAD AS PART OF THE
“SUMMIT DRIVE REALIGNMENT PROJECT”**

WHEREAS, Beaufort County (the “County”) is the owner of certain properties which is located on Hilton Head Island and which is being entitled “Summit Drive Realignment Project”. The parcels are located on Summit Drive, consisting of parcels R510 008 000 0370 0000 and R510 008 000 0160 0000 which collectively total approximately .61 acres more or less (the “Parcels”);

WHEREAS, the County owns the Parcels to be effected by the Town of Hilton Head’s (the “Town”) project to construct a road to alleviate traffic congestion and improve safe access to and from the Beaufort County Convenience Center located at 26 Summit Drive, Hilton Head Island; and

WHEREAS, the County believes the aforementioned road improvement project will greatly benefit the citizens therefore agrees to convey the property to the Town for a nominal amount, and agrees to pay for those fees customarily paid for by a seller of real property; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interests in real property owned by the County must be authorized by the adoption of an ordinance by Beaufort County Council.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council does hereby authorize the conveyance of the Parcels, and authorizes the Interim County Administrator to execute any and all documents necessary to effectuate the conveyance of the above referenced property to the Town of Hilton Head on the conditions set forth above.

This _____ day of _____, 2020.

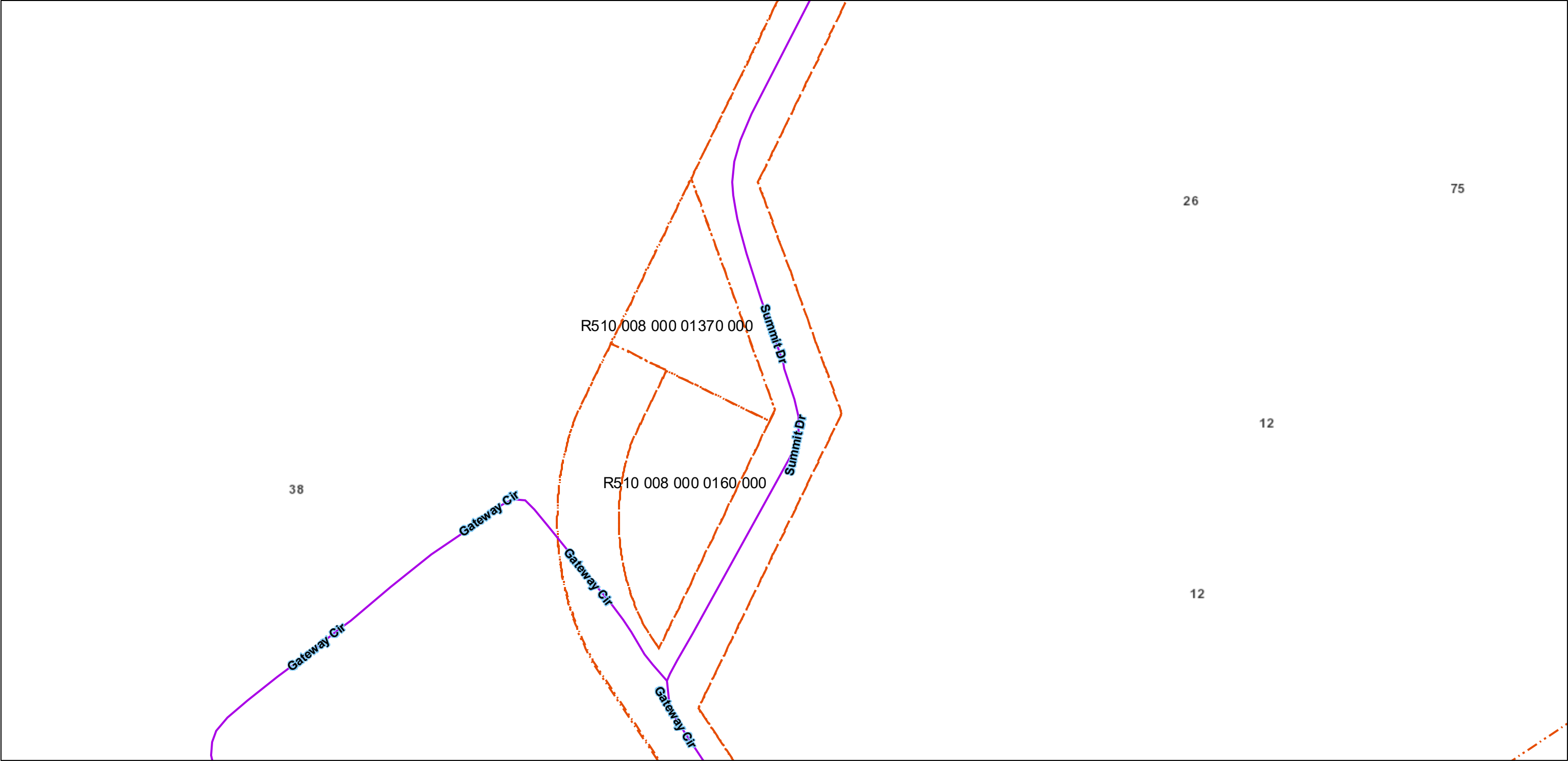
COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

Exhibit



12/10/2020, 9:18:55 AM

Road Classifications

- MUNICIPAL, PAVED
- LiveParcels

