



**The Town of Hilton Head Island
Town Council Meeting
Tuesday, March 5, 2019, 4:00 p.m.
BENJAMIN M. RACUSIN COUNCIL CHAMBERS
AGENDA**

**As a courtesy to others please turn off/silence ALL mobile devices during the Town Council Meeting.
Thank You.**

- 1. Call to Order**
- 2. FOIA Compliance** - Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.
- 3. Pledge to the Flag**
- 4. Invocation – Pastor Michael Carr, Central Church**
- 5. Swearing in of Town Council Member by the Honorable Drew Laughlin**
 - a. Ward 6 – Glenn Stanford
- 6. Approval of Minutes**
 - a. Town Council Meeting February 19, 2019
- 7. Report of the Town Manager**
 - a. Gullah-Geechee Land & Cultural Preservation Task Force Quarterly Update – Chairman Lavon Stevens
 - b. Update of the Comprehensive Planning Process – Jennifer Ray, Deputy Director of Community Development
 - c. Items of Interest
 - i. Town News
 - ii. Noteworthy Events
- 8. Reports from Members of Council**
 - a. General Reports from Council
 - i. Standing Committee Discussion – Mayor McCann
 - b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins
 - c. Report of the Community Services Committee – Marc Grant
 - d. Report of the Public Planning Committee – David Ames
 - e. Report of the Public Facilities Committee – Marc Grant
 - f. Report of the Finance & Administrative Committee – Tom Lennox
- 9. Appearance by Citizens**
- 10. Consent Agenda - None**
- 11. Proclamations/Commendations - None**
- 12. Unfinished Business – None**

13. New Business

a. Consideration of a Recommendation –Performance Lighting System Lease Agreement

Consideration of a Recommendation authorizing the Town Manager to enter into a Lease Agreement for a Performance Lighting System with the Hilton Head Symphony Orchestra.

b. First Reading of Proposed Ordinance 2019-06

First Reading of Proposed Ordinance 2019-06 of the Town of Hilton Head Island, South Carolina authorizing the execution of a Renewed Memorandum of Understanding and Amended Lease with the Mitchelville Preservation Project, Inc., related to Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for Severability and effective date.

c. First Reading of Proposed Ordinance 2019-08

First Reading of Proposed Ordinance 2019-08 to amend Title 16, “The Land Management Ordinance,” of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map and the Indigo Run Master Plan with respect to the certain 13.83 acre parcel located at 55 Gardner Drive, identified as Parcel 98A on Beaufort County Tax Map 8, within the Indigo Run Master Plan “Parcel 15-F” under the PD-1 (Planned Development Mixed Use) District, to remove the Commercial and Public Recreation uses and Commercial Density, and to add Multifamily Residential Use with density of 300 units, and to maintain the existing Institutional Use and Density, and to reduce the maximum building height allowed from 75 feet to 55 feet; and providing for severability and an effective date.

d. First Reading of Proposed Ordinance 2019-10

First Reading of Proposed Ordinance 2019-07 of the Town of Hilton Head Island, South Carolina, authorizing the execution of a Lease with the Heritage Library Foundation, related to the Lease of Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for Severability and effective date.

e. Consideration of the Adoption of the 2019 Town Council Priorities

14. Executive Session

a. Legal Advice:

Receipt of legal advice related to pending, threatened, or potential claim related to; Taiwan R. Scott, et. al. vs. Board of Zoning Appeals Town of Hilton Head Island

15. Possible actions by Town Council concerning matters discussed in Executive Session

16. Adjournment

**THE TOWN OF HILTON HEAD ISLAND
TOWN COUNCIL MEETING**

Date: Tuesday, February 19, 2019

Time: 4:00 P.M.

Present from Town Council: John J. McCann, *Mayor*; Bill Harkins, *Mayor Pro Tempore*; Marc Grant, Tom Lennox, David Ames, Tamara Becker, *Council Members*

Present from Town Staff: Steve Riley, *Town Manager*; Joshua Gruber, *Assistant Town Manager*; Shawn Colin, *Director of Community Development*; Scott Liggett, *Director of Public Projects and Facilities*; Brian Hulbert, *Staff Attorney*; Brad Tadlock, *Fire Chief*; John Troyer, *Finance Director*; Carolyn Grant, *Communications Director*; Jennifer Ray, *Deputy Director of Community Development*; Teri Lewis, *Deputy Director of Community Development*; Shari Mendrick, *Planner*; Marcy Benson, *Sr. Grants Administrator*; Andrew Nicholls, *Systems Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

Present from Media: Katherine Kokal, *Island Packet*

1. Call to Order

Mayor McCann called the meeting to order at 4:00 p.m.

2. FOIA Compliance - Public notification of this meeting was published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.

3. Pledge to the Flag

4. Invocation

Student Pastor Justin Boyter, from Hilton Head Island Community Church delivered the invocation.

5. Approval of Minutes

a. Town Council Meeting January 15, 2019.

Mr. Harkins moved to approve the Town Council meeting minutes from January 15, 2019. Mr. Grant seconded, the motion was approved by a vote of 6-0.

6. Report of Town Manager

a. Parks and Recreation Commission Update – Ray Kisiah, Chairman

Ray Kisiah, Chairman, provided the members of Town Council with an update that covered the last six months of business. He highlighted some items of special interest that will be brought forward into fiscal year 2020.

b. Items of Interest

Mr. Riley provided an update to the members of Council regarding the crosswalk lighting. He also reviewed the Items of Interest, including Town news, upcoming Town meetings, and noteworthy events taking place throughout the Island over the coming weeks.

7. Reports from Members of Council

a. General Reports from Council - None

b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins, Chairman

Mr. Harkins reported that he was in discussions with Town staff regarding an educational session sponsored by Town Council regarding Complete Streets. He also stated that the Committee would be holding a special meeting on March 7, 2019 regarding the SCDOT's speed study. Mr. Harkins reported that the Sheriff's Office has been invited to participate at the meeting as well.

c. Report of the Community Services Committee – Marc Grant, Chairman

Mr. Grant reported that the Committee met to interview applicants to fill an open position for the U.S. 278 Gateway Corridor Committee. He said Council would discuss this recommendation later in the meeting during Executive Session.

7. Reports from Members of Council (cont.)

d. Report of the Public Planning Committee – David Ames, Chairman

Mr. Ames reported that the Housing Consultant presented a report regarding the recent focus groups, community input, community meetings, and education tools. He said the report was a review of best practices, workforce housing strategy principles and parameters, to begin the workforce housing plan for the Town, and various tools related to financial and land use. Mr. Ames said that the Consultant is on track for delivering the April report which will include recommendations of short, mid, and long term steps.

e. Report of the Public Facilities Committee – Marc Grant, Chairman

Mr. Grant stated that he did not have a report.

f. Report of the Finance & Administrative Committee – Tom Lennox, Chairman

Mr. Lennox reported that earlier in the day, the Committee met where they reviewed, the fiscal year 2020 budget process, the POA stormwater agreements; no action was taken with either item. He also reported that the Committee reviewed and unanimously approved the lease agreement for the lighting for the Hilton Head Symphony Orchestra, which would be brought to full Council for review at the next meeting.

8. Appearance by Citizens

Vicki Watts: addressed the members of Council regarding coyotes on Hilton Head Island.

Alex Cruden, Lee Lopez, Judy Smith, Trudy Chailley: addressed the members of Council regarding a need for additional pickle ball courts.

Annette Cangro: addressed the members of Council regarding appropriate living conditions for pets kept outdoors.

Skip Hoagland: addressed the members of Council regarding the Town and Chamber matters.

9. Consent Agenda – None

10. Proclamations & Commendations - None

11. Unfinished Business

a. Second Reading of Proposed Ordinance 2019-02

Second Reading of Proposed Ordinance 2019-02 authorizing the issuance and sale of not to exceed \$5,000,000, Series 2019, or such other appropriate Series Designation, of the Town of Hilton Head Island, South Carolina, fixing the form and certain details of the Bonds; authorizing the Town Manager 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; other matters relating thereto; and providing for severability and an effective date.

Mr. Harkins moved to approve, Mrs. Becker seconded, the motion was approved by a vote of 6-0.

b. Second Reading of Proposed Ordinance 2019-03

Second Reading of Proposed Ordinance 2019-03 to amend Title 15 of the Municipal Code of the Town of Hilton Head Island, South Carolina, Chapter 9 to revise various Sections. This amendment includes changes that would clarify the scope and purpose of the Ordinance and revise the language and defined terms to be consistent with the National Flood Insurance Program Regulations 44 CFR Parts 59 and 60 and providing for severability and effective date.

Mr. Harkins moved to approve, Mrs. Becker seconded, the motion was approved by a vote of 6-0.

c. Second Reading of Proposed Ordinance 2019-04

Second Reading of Proposed Ordinance 2019-04 to amend the Municipal Code of the Town of Hilton Head Island by adding Chapter 11 (Fleeing to Evade Arrest or Detention) to Title 17; and providing for severability and an effective date.

Mr. Harkins moved to approve, Mrs. Becker seconded, the motion was approved by a vote of 6-0.

12. New Business

a. Consideration of a Resolution – HUD/CDBG Entitlement Program Consolidation Plan Amendment

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to approve the Community Development Block Grant (CDBG) Entitlement Program Five Year Consolidated Plan (2015-2019) Substantial Amendment.

Mr. Harkins moved to approve, Mr. Grant seconded. Marcy Benson, Senior Grants Administrator gave an overview of the Program and how the funds could be used. She answered questions from the members of Council as well. With some continued discussion from the members of Council, the motion was approved by a vote of 6-0.

b. Consideration of a Recommendation – Venue Committee Final Report

Consideration of a Recommendation for Town Council to accept the Venue Committee Final Report and its Appendices.

Mr. Harkins moved to approve, Mr. Grant seconded. With some discussion from Council, the motion was approved by a vote of 6-0.

c. Consideration of a Resolution – Dissolving the Venue Committee

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, SC to dissolve the Venue Committee.

Mr. Harkins moved to approve, Mr. Grant seconded, the motion was approved by a vote of 6-0.

13. Executive Session

Mr. Riley stated that he needed an Executive Session for: (a) Legal Advice; receipt of legal advice related to pending, threatened, or potential claim related to; (i) ArborNature LLC vs. the Town of Hilton Head Island, et. al., (b) Land Acquisition; discussion of negotiations incident to the proposed sale, lease, or purchase of property; (i) in the Beach City Road area; (c) Personnel/Employment Matters; (i) discussion of appointments of members to the U.S. 278 Gateway Corridor Committee; and (d) Contractual Matters; discussions of negotiations incidents related to proposed contractual arrangements with the Town Attorney.

At 4:44 p.m. Mr. Harkins moved to go into Executive Session for the matters described by the Town Manager, Mrs. Becker seconded, the motion was approved by a vote of 6-0.

Council returned to the dais at 5:37 p.m.

14. Possible actions by Town Council concerning matters discussed in Executive Session.

a. Possible Action related to property in the Beach City Road area

Mr. Grant moved that Town Council authorize the Town Manager to enter into negotiation with representatives of St. James Church for the sale of 4 parcels of land total approximately 4.4 acres to facilitate the relocation of the church and the Old Chery Hill School from the Object Free Zone of the Hilton Head Island Airport. These parcels are listed on the Beaufort County tax map as parcels:

R510 005 000 010I 0000, R510 005 000 010A 0000, R510 005 000 010B 0000, and R510 005 000 0329 0000.

The land is jointly owned by the Town of Hilton Head Island and Beaufort County. This action is contingent on both Beaufort County and the Federal Aviation Administration concurring with this action.

Mr. Harkins seconded, the motion was approved by a vote of 6-0.

b. Possible Appointment of Members to the U.S. 278 Gateway Corridor Committee

Mr. Grant moved to appoint Sarah Stewart to the U.S. 278 Gateway Corridor Committee to fill the vacancy and Palmer Simmons as the 1st alternate to this committee. Mr. Harkins seconded, the motion was approved by a vote of 6-0.

14. Possible action by Town Council concerning matters discussed in Executive Session (cont.).

c. Possible Action related to the Town Attorney

Mr. Harkins moved to appoint Curtis L. Coltrane as the Town Attorney for the Town of Hilton Head Island in accordance with the terms and conditions with the letter executed by both Mr. Coltrane and the Mayor and attached herein for the record. Mrs. Becker seconded, the motion was approved by a vote of 6-0.

15. Adjournment

At 5:44 p.m., Mr. Harkins moved to adjourn, Mrs. Becker seconded, the motion to adjourn was approved by a vote of 6-0

Krista M. Wiedmeyer
Executive Assistant/Town Clerk

Approved: 03/05/2019

John J. McCann, Mayor



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Town Council
FROM: Lavon Stevens, Gullah Task Force Chairman
DATE: February 19, 2019
SUBJECT: Gullah Geechee Land & Cultural Preservation Task Force
Quarterly Report: November 2018 – February 2019

The November 19 and December 3 Gullah Task Force meetings were cancelled due to a lack of agenda items. The Task Force has not adopted a 2019 meeting calendar and no meetings have occurred in 2019.

Regular Task Force Meetings

November 16, 2018 – The Task Force met with Phil Walker of The Walker Collaborative to discuss conceptual strategies related to the Gullah Geechee Culture Preservation Project.

December 17, 2018 – The Task Force met to discuss and approve the job description for the Historic Neighborhoods Preservation Administrator position.

Workshops

November 14, 2018 – A Strategy Building Workshop was held at Northridge with consultant Phil Walker.

January 26, 2019 – A Property Tax Workshop was held at the Hilton Head Library. The Beaufort County Auditor, Assessor, and Treasurer presented valuable information about how taxes are determined, 4% versus 6% tax, available exemptions, delinquent tax timeline and process for collection, tax sale, appeal timing and process, and personal property taxes.

January 30, 2019 – A public workshop was held at the Hilton Head Public Service District with consultant Victoria Smalls.

Items of Special Interest

The Task Force is involved with the review applications for the Historic Neighborhoods Preservation Administrator position.

Upcoming Items

March 2019 (date TBD) – The Walker Collaborative team will present draft recommendations regarding the Gullah Geechee Culture Preservation Project.

March 16, 2019 – The Town, Task Force, NIBCAA, and Volunteers in Medicine have sponsored an Heirs' Property Workshop at Queen Chapel AME Church from 10am to 12pm. The Center for Heirs Property Preservation will provide an educational workshop on clearing title to heirs' property followed by an oyster roast for attendees from 12pm to 2pm.



TOWN OF HILTON HEAD ISLAND ITEMS OF INTEREST MARCH 5, 2019

TOWN NEWS

- Recently, Hilton Head Island Fire Rescue met with Laerdal, a global manufacturer of medical equipment, including the feedback manikins Fire Rescue uses for High Performance CPR. They had identified the Department as a center of excellence and wanted to better understand how their products were being used. By the conclusion of the two day visit, both Laerdal and Fire Rescue had received vital feedback to help them continue to be successful.

TOWN OF HILTON HEAD ISLAND MEETINGS

- Intergovernmental & Public Safety Committee – Thursday, March 7, 2019 – 10:00 a.m.
- U.S. 278 Gateway Corridor Committee – Thursday, March 7, 2019 – 4:00 p.m.
- Planning Commission CIP Committee – Tuesday, March 12, 2019 – 10:00 a.m.
- Finance and Administrative – Tuesday, March 19, 2019 – 2:00 p.m.
- Town Council Regular Session – Tuesday, March 19, 2019 – 4:00 p.m.

Meetings are subject to change and/or cancellation. Please visit the Town's website at www.hiltonheadislandsc.gov for meeting dates and times.

HILTON HEAD ISLAND EVENTS

- Hilton Head Island Shamrock Run – Saturday, March 16, 2019 – 8:00 a.m. – 10:00 a.m. at NYC Pizza / Pope Ave.
- Hilton Head Island St. Patrick's Day Parade – Sunday, March 17, 2019 – 3:00 p.m. – 5:30 p.m. at Pope Ave.
- Irish Fest at Wild Wings Café – Sunday, March 17, 2019 – 11:00 a.m. – 11:00 p.m.
- St. Patrick's Day at New York City Pizza – Sunday, March 17, 2019 - 11:00 a.m. – 11:00 p.m.
- St. Patrick's Day at Aunt Chillida's – Sunday, March 17, 2019 – 1:00 p.m. – 6:00 p.m.



For more events taking place on the Island, please visit the Town's Office of Cultural Affairs Events page at www.culturehhi.org/events/.

Laerdal Visits Hilton Head Island Fire Rescue

On February 13 and 14, Hilton Head Island Fire Rescue received a visit from Laerdal, a global manufacturer of medical equipment, including the feedback manikins we use for High Performance CPR.



As members of the Global Resuscitation Alliance, Laerdal had identified our department as a center of excellence and wanted to better understand how we use their products.

During the visit, we demonstrated the “pod method” of training we learned at the Seattle/King County Resuscitation Academy.

We also shared various aspects of how we operate including how we track CPR classes, the resuscitation

and post-resuscitation care checklist, and how we provide feedback for continuous quality improvement.

The team from Laerdal shot video of our training, sent it to their corporate headquarters in Norway, and mocked up a training assessment solution that is currently in development.

The next day we received a demonstration of how the assessment tool could be used to measure our performance and identify opportunities for improvement.

Our team was impressed because the software would enable the team to watch the exact moment mistakes were made in slow motion.

The team from Laerdal was interested in our feedback and they took a lot of notes.



They also helped us better understand how CPR quality scores are calculated by the “SimPads” we use during High Performance CPR training which was valuable for our instructors.



At the end of the session Laerdal showed us a new method of training citizens in bystander CPR called QCPR Race.

This novel approach uses “gamification” to make learning more exciting. The better the students perform CPR the faster their ambulance moves across the screen.

Our CPR instructors enjoyed the friendly competition and we’re looking forward to using this training method on Hilton Head Island.



MEMORANDUM

TO: Town Council
FROM: Brian E. Hulbert, Esq., Staff Attorney
VIA: Stephen G. Riley, Town Manager
Josh Gruber, Assistant Town Manager
RE: Lease of Lighting System for Hilton Head Symphony Orchestra

Recommendation: The Finance and Administration Committee recommended unanimously at its February 19, 2019 meeting that a proposed lease between the Town and the Hilton Head Symphony Orchestra for the lease of a Performance Lighting System be forwarded to Town Council for consideration, recommending approval. Staff recommends that Town Council authorize the Town Manager to execute a Lease between the Town of Hilton Head Island (Town) and the Hilton Head Symphony Orchestra.

Summary: The purpose of the Lease is for the Town to lease a Performance Lighting System to the Hilton Head Symphony Orchestra for use at 7 Lagoon Road, Hilton Head Island. The term would be for a seven year period. They would pay the Town \$10.00 per year for the term and have the option to purchase the Performance Lighting System at the end of the term. They would share the use of the lighting system with other art organizations who enter an agreement to use their facilities. The Hilton Head Symphony Orchestra would be required to maintain the system at their expense during the term of the lease.

Background: The Hilton Head Symphony Orchestra recently succeeded in raising \$832,000.00 to be used to renovate the premises at 7 Lagoon Road in order to accommodate their occupation and use of the property. The Town now desires to assist them in finishing the renovations by way of providing the Performance Lighting System for their use.

PERFORMANCE LIGHTING SYSTEM LEASE

By and Between

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,

and

THE HILTON HEAD SYMPHONY ORCHESTRA.

DATED THIS _____ DAY OF MARCH, 2019

(c) **SPECIFIC PROVISIONS RELATED TO THIS LEASE:** In addition to other obligations set forth in this Lease, the parties agree as follows:

(i) Lessee shall comply with the policies and procedures contained in the Procurement Code of the Town of Hilton Head Island, § 11-1-111, *et seq.*, relating to the design, acquisition, and installation of the System.

(ii) Lessee shall provide Lessor with a detailed plan of the disposition of Lessee's existing lighting system.

(iii) Lessee shall provide to Lessor a complete schedule and timeline regarding the design, acquisition, and installation of the System.

(iv) Lessee shall provide any and all financial information requested by the Town, including but not limited to:

(1) Annual financial statements, prepared by a Certified Public Accountant, for the most recent Three (3) fiscal year ends; and

(2) The most recent internally prepared interim Year-to-Date financial statements.

5. **THE LESSEE'S DUTY TO MAINTAIN AND REPAIR:**

(a) **MAINTENANCE AND OPERATION:** Lessee shall see that the System is not subjected to careless, unusually or needlessly rough usage, and Lessee shall, at his own expense, maintain the System and its appurtenances in good repair and operative condition.

(b) **REPAIRS:** The expense of all repairs made during the Lease Term, including labor, material, parts and other items shall be paid by Lessee.

(c) **LESSOR NOT LIABLE:** The Lessor shall be under no duty or obligation to make any alterations or repairs to the System that are not expressly set forth in this Lease. The Lessor shall not be liable for any loss or damage to the Lessee's personal property, equipment, fixtures, and improvements to the Premises.

6. **DAMAGE OR DESTRUCTION OF THE SYSTEM:**

(a) **DESTRUCTION OF SYSTEM:** In the event that the System is destroyed, or that damage to the System is so extensive that restoration or repairs cannot be accomplished within ninety (90) days, then the Lessee or the Lessor may terminate this Lease by giving the other written notice before any restoration or repair is commenced, and in that event, any applicable insurance proceeds shall be paid to the Lessor.

(b) **DAMAGE TO THE SYSTEM:** In the event of an insured loss and subject to the termination provisions set forth herein, the Lessee shall repair or restore the System to as good a condition as existed before such damage occurred. Lessee may use the insurance proceeds to repair or replace the System, to the extent of any available insurance proceeds are available. Should the Lessee provide the

Lessor with the opinion of an experienced insurance adjuster that such insurance proceeds will not be sufficient to pay for all necessary repairs or restoration, then the Lessor or the Lessee may terminate this Lease by written notice, in which event all insurance proceeds will be paid to the Lessor.

7. DEFAULT OF LESSEE:

Occurrence of any of the following shall constitute a Default under the terms of this Lease:

(a) FAILURE TO PAY RENT OR FOR ANY OTHER MONEY DUE: If the Lessee shall fail to pay any required lease payment, or any other sum of money due and payable under this Lease, whether to the Lessor or otherwise, when due and payable, and such failure shall continue for a period of ten (10) days from the due date thereof;

(b) VIOLATION OF LEASE: If the Lessee shall violate any other term of this Lease, or fail to perform any other term, condition, covenant, obligation, or agreement to be performed or observed by the Lessee under this Lease, and such failure shall continue for a period of thirty (30) days after the delivery of written notice thereof;

(c) DISSOLUTION: The dissolution of the Lessee' business for any reason; or

(d) WARRANTIES AND REPRESENTATIONS: Any of the representations or warranties of Lessee as set forth in this Lease are or become untrue or incorrect in any material respect during the term of this Lease.

8. DEFAULT OF THE LESSOR:

Occurrence of any of the following shall constitute a Default under the terms of this Lease:

(a) If the Lessor should fail to perform or observe any of the conditions or terms of this Lease, and such failure to perform or observe shall continue for a period of thirty (30) days after written notice to the Lessor by the Lessee of such.

9. RIGHTS OF THE PARTIES ON DEFAULT:

(a) ALL REMEDIES PRESERVED: Upon Default of the other Party, the Lessor or the Lessee, as the case may be, shall be entitled to pursue any remedy at law or in equity available to it.

(b) ATTORNEY'S FEES AND COSTS: If any legal action or other proceeding is brought for the enforcement of this Lease, or because of a dispute, breach, default, or misrepresentation in connection with all or any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such legal action or other proceeding, whether incurred before the institution of a suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which prevailing party may be entitled.

10. INTERPRETATION:

The Lessee acknowledges that the Lessee has reviewed and agreed to all the terms and provisions of this Lease and that the Lessee has had a full opportunity to consult with an attorney of the Lessee's choosing concerning the legal consequences of entering into this Lease with the Lessor. As a result of the

foregoing, it is the intent of the Parties hereto that this Lease shall not be construed or interpreted against either Party in any dispute concerning any term or provision of this Lease.

11. NO WAIVER:

The Lessor's acceptance of any payment of Rent (or other money due) following any Default by the Lessee shall not waive the Lessor's rights regarding such a Default. No waiver by the Lessor of any violation or breach of any of the terms contained in this Lease shall waive the Lessor's rights regarding any future violation of such term, or any violation of any other term contained within this Lease. The Lessor's acceptance of any partial payment of Rent shall not waive the Lessor's rights with regard to the remaining portion of the Rent regardless of any endorsement or other statement on any instrument delivered in payment of Rent, or any writing delivered to the Town in connection therewith. Accordingly, the Lessor's acceptance of any partial payment as required by this Lease shall not constitute an accord and satisfaction with respect to the full amount of any such payment.

12. WAIVER OF JURY TRIAL:

TO THE EXTENT PERMITTED BY LAW, THE LESSOR AND THE LESSEE EACH AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING IN CONNECTION WITH THIS LEASE, OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO.

13. INSURANCE:

(a) REQUIRED PROPERTY INSURANCE: Lessee shall keep the System described on the attached Exhibit "A" and any appurtenances insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program) and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. Lessor shall be named as an additional insured on this/these policy(ies).

(b) POLICY FORM: All policies of insurance provided for herein shall be issued by insurance companies with a general policyholders' rating not less than A, and a financial rating of AAA as rated in the most current available "Best's Insurance Reports", and qualified to do business in the State of South Carolina. Lessor shall be named as an additional insured in any such policy. Such policies shall be for the mutual and joint benefit and protection of Lessee and Lessor, and executed copies of such policies of insurance or certificates thereof shall be delivered to Lessor within ten (10) business days after delivery of possession of the Leased Premises to Lessee and thereafter within ten (10) business days of the issuance of any such policy, or within ten (10) business days of any request by Lessor, and within thirty (30) days prior to the expiration of the term of each such policy. All insurance policies shall contain a provision that Lessor, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees or its property by reason of the negligence of Lessee. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All policies of insurance delivered to Lessor must contain a provision that the company writing said policy will give to the Lessor twenty (20)

days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty shall be written as primary policies, not contributing with and not in excess of coverage which Lessor may carry.

(c) **FAILURE OF LESSEE TO OBTAIN INSURANCE:** In the event that Lessee fails to procure and/or maintain any insurance required by this Article 13 ~~24~~, or fails to carry insurance required by law or governmental regulations, Lessor may, but is not obligated to, at any time from time to time without notice, procure such insurance and pay the premiums therefor, in which event Lessee shall repay the Lessor all sums so paid by Lessor, together with interest thereon, and any incidental costs or expenses incurred by Lessor in connection therewith, within ten (10) days following Lessor's written demand to Lessee for such payment.

(d) **INDEMNIFICATION AND HOLD HARMLESS:** Lessee shall indemnify and hold Lessor harmless from any claims for loss, damage or liability, including attorney's fees and costs incurred by Lessor in responding to or defending any claim, arising out of or on account of any injury, death or damage to any person, arising from or in any manner relating to the use of the System by Lessee, or arising from any act or omission of Lessee with respect to the exercise of any of Lessee's rights hereunder; provided, however, that Lessee shall not indemnify Lessor for the Lessor's sole negligence and willful misconduct.

14 ~~25~~. MISCELLANEOUS:

(a) **BINDING EFFECT:** This Lease shall inure to the benefit of and shall be binding upon the Lessor and Lessee and their respective successors and assigns, if any are permitted hereunder.

(b) **ENTIRE AGREEMENT/AMENDMENT AND MODIFICATIONS:** This Lease supersedes all prior discussions and agreements between the Parties with respect to the System and all other matters contained herein, and constitutes the sole and entire agreement and understanding between the Lessor and Lessee with respect to the Lease of the System. This Lease shall not be modified or amended except by an instrument in writing signed by the Lessor and the Lessee.

(c) **SEVERABILITY:** In the event that any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(d) **EXECUTION IN COUNTERPARTS:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(e) **APPLICABLE LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

(f) **CAPTIONS:** The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Articles of this Lease.

(g) **RECORDING PROHIBITED:** The Parties hereto may not record this Lease in the Office of the Register of Deed for Beaufort County, South Carolina.

(h) PLURAL/SINGULAR: Where appropriate, the use of the singular herein shall include and be deemed to be the plural and the use of the plural herein shall be deemed to include the singular.

(i) NO THIRD PARTY BENEFICIARIES: The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

(j) NOTICES: All notices, applications, requests, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the Parties:

To the Lessor: THE TOWN OF HILTON HEAD ISLAND
Stephen G. Riley, ICMA-CM, Town Manager
One Town Center Court
Hilton Head Island, SC 29928

With Copy to: _____

To the Lessee: THE HILTON HEAD SYMPHONY ORCHESTRA

With Copy to: _____

(k) SURVIVAL: The obligations of the Lessee as set forth in this Lease shall survive the expiration, cancellation, or termination of this Lease, whether or not expressly stated with respect to any specific obligation.

(l) FURTHER ASSURANCES AND CORRECTIVE DOCUMENTS: The Lessor and Lessee agree to do, execute, acknowledge, deliver, or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Lease and give effect hereto. The Lessor and Lessee agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary, either before or after the execution, cancellation, or termination of this Lease.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, The Town of Hilton Head Island, South Carolina and The Arts Center of Coastal Carolina have, or have caused their duly authorized officers and representatives to, execute this Lease as of the date and year first above written.

WITNESSES:

**THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA**

By: _____
Stephen G. Riley, ICMA-CM

Its: Town Manager

THE HILTON HEAD SYMPHONY ORCHESTRA

By: _____

Its: _____



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA~CM, *Town Manager*
VIA: Shawn Colin, AICP, *Director of Community Development*
VIA: Jennifer Ray, ASLA, *Deputy Director of Community Development*
FROM: Jayme Lopko, AICP, *Senior Planner*
DATE: February 20, 2019
SUBJECT: Historic Mitchelville Freedom Park MOU Renewal & Lease Amendments

Recommendation: That Town Council renew the Memorandum of Understanding (MOU) related to Historic Mitchelville Freedom Park for an additional two (2) years and approve amendments to the lease of Historic Mitchelville Freedom Park to the Mitchelville Preservation Project, Inc., (MPP).

The Public Facilities Committee met on January 28, 2019 and voted to forward a recommendation to Town Council to renew the Memorandum of Understanding (MOU) related to Historic Mitchelville Freedom Park for an additional two (2) years and approve amendments to the lease of Historic Mitchelville Freedom Park to the Mitchelville Preservation Project, Inc., (MPP).

Summary: The approved MOU related to the former Fish Haul Creek Park or Historic Mitchelville Freedom Park is expiring and requires review by the Town and Mitchelville prior to the expiration in April 2019. Approval of the updated MOU will reflect the approved park name change and will extend the term of the MOU, which is set to expire, for an additional 2 years. Approval of the updated lease will correctly reflect the approved park name change, will provide Mitchelville with more flexibility regarding events, and will extend the deadline for approval of their Business Plan to coincide with approval of the Master Plan, both of which are currently underway. To address these issues, an updated MOU and amended lease have been prepared to bring the information up-to-date.

Background: On April 18, 2017, Town Council voted to approve a 2-year MOU detailing capital improvement and maintenance responsibilities and a lease of Fish Haul Creek Park to MPP. The current lease has a requirement for MPP to submit their Business Plan by April 18, 2019 and the current MOU will expire on April 4, 2019.

Beaufort County has allocated \$250,000 and hired WLA as a consultant to draft a Master Plan and Business Plan for the MPP. The timeframe for completion of this project is Fall/Winter of 2019 and therefore will not meet the April 18, 2019 deadline for approval of the Business Plan.

On December 5, 2017, Town Council approved changing the name of the park from Fish Haul Creek Park to Historic Mitchelville Freedom Park. Both the MOU and lease have been updated to reflect this name change.

The specific updates to the MOU and amendments to the lease are described below. The revised MOU and lease are attached with newly added language illustrated with double underline and deleted language illustrated with ~~striketrough~~.

Proposed updates to the MOU are as follows:

- The name of the park has changed from “Fish Haul Creek Park” to “Historic Mitchelville Freedom Park”.
- The term has been renewed for another 2 year period, expiring March 19, 2021.

Proposed amendments to the lease are as follows:

- The name of the park has changed from “Fish Haul Creek Park” to “Historic Mitchelville Freedom Park”.
- “Special events” have been changed to “events” to remove minimum size requirements associate with special events per the Municipal Code. Closure of the park for an event must be approved by the Town Manager or his designee.
- The time required for approval of the Business Plan has been changed from 2 years to 4 years, consistent with the time required for approval of the Master Plan.

Attachment:

Attachment A: Ordinance (including Exhibit A - Memorandum of Understanding and Exhibit B - Lease)

Exhibit A

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF UNDERSTANDING
COUNTY OF BEAUFORT)
)

This Memorandum of Understanding (the “Memorandum”) is entered into by and between the Town of Hilton Head Island (hereinafter referred to as the “Town,”) and the Mitchelville Preservation Project, Inc., a South Carolina not-for-profit corporation (hereinafter referred to as “Mitchelville”) regarding the Town’s assumption of responsibility and payment for janitorial, landscaping, general maintenance, and current capital costs at Historic Mitchelville Freedom Park ~~Fish Haul Creek Park~~.

1. **Governing Document.** It is the intent of the parties that this Memorandum shall not replace the Lease between the Town and Mitchelville regarding the use of Historic Mitchelville Freedom Park ~~Fish Haul Creek Park~~. This Memorandum shall only govern circumstances wherein the Town assumes the responsibility for janitorial, landscaping, general maintenance, and current capital costs at Historic Mitchelville Freedom Park ~~Fish Haul Creek Park~~ during the term of this Memorandum. Any additional capital and operating costs will be the responsibility of Mitchelville.
2. **General.** The Town owns Historic Mitchelville Freedom Park ~~Fish Haul Creek Park~~ and has entered into a Lease with Mitchelville for the creation of a historical and cultural museum at Historic Mitchelville Freedom Park ~~Fish Haul Creek Park~~. This Memorandum does not replace or terminate the Lease between the Town and Mitchelville pertaining to Historic Mitchelville Freedom Park ~~Fish Haul Creek Park~~.
3. **Maintenance.** During the term of this Memorandum, the Town shall, at its sole cost and expense:
 - a. Provide for the janitorial and landscaping services at Historic Mitchelville Freedom Park ~~Fish Haul Creek Park~~.
 - b. Provide for general maintenance of the park including driveway and parking area scraping and stocking of paper products in the restroom.
 - c. Continue the 10 year Capital Improvements planned for the park, including: roof replacement, partition replacement, light fixtures, plumbing fixtures, exterior/interior painting, structure repairs, pathway/sidewalk repairs, parking lot repairs, amenities/signage replacements, and landscape replacements.

Exhibit A

4. **Programming.**

- a. The Park shall be open daily unless otherwise listed, hours of operation shall be as follows: Monday through Sunday dawn to dusk.
- b. Mitchelville may schedule programs or have facility rentals that occur outside normal operating hours.

5. **Operations.**

- a. Other entities, public or private, may contribute to the annual operating budget of Mitchelville.
- b. It is understood by the Town and Mitchelville that the Town will contract for and pay all expenses related to janitorial, landscaping, general maintenance, and current capital costs at Historic Mitchelville Freedom Park ~~Fish-Haul Creek Park~~. Any new capital projects would be at the sole cost and expense of Mitchelville.
- c. Mitchelville shall be entitled to charge User Fees for the use of the Park and its facilities to defray the cost of event set up, event cleanup, and supervision of the Park and facilities during events. Prior to charging any User Fees for the use of the Park and facilities, Mitchelville shall prepare a schedule of such fees and present the same to the Town for approval by the Town Council. Any changes to the approved schedule of fees shall be submitted to the Town Council for its approval.

6. **Miscellaneous.**

- a. Mitchelville shall provide the Town with current copies of all insurance policies of Mitchelville relating to their operations within thirty (30) days of signing of the Memorandum and copy the Town upon each renewal of said insurance policies.
- b. Mitchelville shall remain a not-for-profit independent entity whose policies and procedures shall be determined by its Executive Director and Board of Directors.
- c. Financial Statements:
 - i. Mitchelville shall cause a financial statement to be prepared each year at the conclusion of Mitchelville's fiscal year by an entity independent of, and unconnected to, Mitchelville. Mitchelville's fiscal year ends on December 31 of each calendar year. Mitchelville shall deliver a copy of its financial statement to the Town within thirty (30) days of the completion of the financial statement each calendar year.

Exhibit A

- ii. Mitchelville shall submit an annual operating budget to the Town. The submission of this budget shall coincide with the Town's annual budget process. The Town Manager shall inform Mitchelville of the procedures to be followed in regard to the budgeting process.
 - iii. Mitchelville shall provide the Town with an annual independent audit report or review report prepared by a Certified Public Accountant (CPA) acceptable to the Town. An annual report shall be submitted no less than every third year.
 - iv. Upon request of the Town, Mitchelville shall make its financial books and records available to the Town for Review. The Town shall give Mitchelville written notice of its intention to review Mitchelville's financial books and records. Mitchelville shall make its financial books and records available for review by the Town within twenty (20) days of the Town's written notice.
7. **Notices.** All notices required under this Memorandum shall be deemed to have been given if in writing and
- a. delivered personally; or
 - b. mailed first class, postage prepaid, to the address of record set forth below, in which case delivery shall be deemed to have occurred two calendar days after the date of postmark.

MITCHELVILLE PRESERVATION PROJECT, Inc.
Executive Director
539 William Hilton Parkway, Suite 134
Hilton Head Island, SC 29928

TOWN OF HILTON HEAD ISLAND
Town Manager
One Town Center Court
Hilton Head Island, SC 29928

The address of record may be changed by written notice to the other party.

8. **Term.** The term of this Memorandum of Understanding shall be for a period of two (2) years from the date of execution, March 19, 2019 ~~April 4, 2017~~. Prior to March 19, 2021 ~~April 4, 2019~~, this Memorandum will be reviewed by the Town and Mitchelville. Changes may be made only with and by the mutual consent of both parties.

Exhibit A

9. **Termination.** In addition to any other rights of termination set forth in this Memorandum, each party shall have the right to terminate this Memorandum, by written notice to the other party, if the other party is in default of any term or provision of this Memorandum, and the defaulting party fails to cure or correct such default within fourteen (14) days of notice thereof from the non-defaulting party. A party may elect to disregard a default for the period of time without waiving its right to declare a default at a subsequent time or upon reoccurrence of the default.

(SIGNATURE PAGES FOLLOW)

Exhibit A

IN WITNESS WHEREOF, Mitchelville has caused this Agreement to be signed and sealed this _____ day of _____, 20____.

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:**

**MITCHELVILLE PRESERVATION
PROJECT, INC.**

By: _____
Shirley Peterson
President, Board of Directors

Attest: _____

Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Shirley Peterson and _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Mitchelville Preservation Project, Inc.

Witness my hand and seal this day of _____, 20_____.

Notary Public for South Carolina
My Commission Expires: _____

Exhibit A

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed and sealed this _____ day of _____, 20____.

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:**

**TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA**

By: _____
John McCann ~~David Bennett~~,
 Mayor

Attest: _____
Stephen G. Riley, ICMA-CM
Town Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that John McCann ~~David Bennett~~ and Stephen G. Riley personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Town of Hilton Head Island, South Carolina.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public for South Carolina
My Commission Expires: _____

Exhibit B

A LONG TERM LEASE

BY AND BETWEEN

**THE TOWN OF HILTON HEAD ISLAND, SOUTH
CAROLINA,**

AND

MITCHELVILLE PRESERVATION PROJECT, INC.

DATED THIS _____ DAY OF _____, 20179

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LONG TERM LEASE

This Long Term Lease, dated this ____ day of _____, 2019⁷ (together with any amendments made in accordance herewith, hereinafter, the "Lease"), is amended ~~made~~ and entered into by and between The Town of Hilton Head Island, South Carolina (hereinafter, the "Town"), and the Mitchelville Preservation Project, Inc., (hereinafter, the "Mitchelville").

WITNESSETH

WHEREAS, the Town is a body politic and a political subdivision of the State of South Carolina, existing as such under and by virtue of the Constitution, statutes, and laws of the State of South Carolina; and,

WHEREAS, Mitchelville is a nonprofit corporation, existing as such under and by virtue of the Constitution, statutes and laws of the State of South Carolina; and,

WHEREAS, under the authority of S. C. Code Ann. § 5-7-20 (Supp. 2010), and Section 2-3-30, *Code of the Town of Hilton Head Island* (1983), the Town is authorized to lease land belonging to the Town; and,

WHEREAS, on September 7, 2010, the Town authorized the negotiation of a long term lease of Town owned land known as Historic Mitchelville Freedom Park ~~Fish-Haul Creek Park~~ to Mitchelville; and

WHEREAS, on April 18, 2017, the Town Council of the Town adopted Ordinance No. 2017-04 authorizing the execution and delivery of this Lease; and

WHEREAS, on January 12, 2017, the Board of Directors of Mitchelville, by resolution duly adopted, authorized the execution and delivery of this Lease;

WHEREAS, on _____, the Town Council of the Town adopted Ordinance No. _____ authorizing the execution and delivery of this amended Lease; and

NOW THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) Dollar paid by Mitchelville to the Town, and the full and faithful performance of the mutual promises, conditions, and covenants herein set forth, and other good and

Exhibit B

valuable consideration, the receipt and sufficiency of which is acknowledged by the Town and Mitchelville, the Parties hereto agree as follows:

ARTICLE 1

1.1. **The Property:** The improved real property leased by Mitchelville pursuant hereto is known and described as follows:

PARCEL 1

All that certain piece, parcel or lot of land lying above the mean high water line of Port Royal Sound and the marshes of Fish Haul Creek, containing 16.481 acres, more or less, and which is more particularly shown and described on the Plat thereof entitled "16.481 AC. PARCEL, FISH HAUL PLANTATION FISH HAUL CREEK AND PORT ROYAL SOUND HILTON HEAD ISLAND BEAUFORT COUNTY SOUTH CAROLINA", prepared by Millard A. Dunham, P. L. S., and which is recorded in the Office of the Register Of Deeds for Beaufort County, South Carolina, in Plat Book 63 at Page 93.

PARCEL 2

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.008 acres, more or less, shown and described as "3.00 ACRES" on that certain plat entitled "A Plat of the Property of Dr. J. H. Brewton" prepared by Richardson & Associates, Jerry L. Richardson, S.C.R.L.S. 4784, dated September 5, 1973, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 22 at Page 100.

PARCEL 3

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 8.458 acres, more or less, shown and described as "PARCEL 'B'" on that certain plat entitled "Plat --Parcels A, B & C", prepared by Freiesleben-Yerkes, Inc., E. H. Freiesleben, S.C.R.L.S. 4624, dated July 20, 1979, as revised, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 29 at Page 117.

AND ALSO, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.119 acres more or less, shown and described as "35' ACCESS EASEMENT" on the Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 29 at Page 117.

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SAVE AND EXCEPT, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.100 acre, more or less, being a portion of that property shown and described as "PROPOSE EASEMENT TRADE" on the Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 29 at Page 117.

PARCEL 4

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 5.00 acres, more or less, shown and described as "PARCEL 'C'" on that certain plat entitled "Plat --Parcels A, B & C" prepared by Freiesleben-Yerkes, Inc., E. H. Freiesleben, S.C.R.L.S. 4624, dated July 20, 1979, as revised, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 29 at Page 117.

Parcels 1, 2, 3, and 4 described above, previously referred to as Fish Haul Creek Park, are known generally as "Historic Mitchelville Freedom Park Fish Haul Creek Park", Beaufort County PIN R510-005-000-0208-0000, and are collectively referred to herein as the "Property".

1.2. Mitchelville Accepts the Property "As Is": Mitchelville represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property "as is", and without recourse to or against the Town as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Town have any liability to Mitchelville for any defect in the Property, or the title to the Property, or conditions existing in, on, under, over, or about the Property or any limitation on the uses that may be made of the Property. Mitchelville accepts this limitation on the Town's liability and acknowledges that this limitation of the Town's liability is a material term of this Lease without which the Town would not have entered into this Lease.

1.3. The Property to Continue as a Public Park: Mitchelville acknowledges that the Property is, as of the date of the commencement of this Lease, a public park. Mitchelville acknowledges and accepts that the Property shall at all times of normal daily operations during the term of this Lease remain open as a public park, with the public's right to enter the Property for parking and use of the amenities of the public

Exhibit B

park and access to the marshes of Fish Haul Creek and Port Royal Sound being preserved.

- (a) **Certain Restrictions Permitted:** The foregoing language of Article 1.3 notwithstanding, Mitchelville shall be permitted to restrict the public's access to any portion of the Property during times when and where construction activity or any other similar hazardous work is being undertaken by Mitchelville.
- (b) **Special Events Permitted:** The foregoing language of Article 1.3 shall not be interpreted to prevent Mitchelville from holding special events from time to time at the Property for which a charge or admission fee must be paid by any person attending the event. ~~During any such special event, a~~ Access to the Property may be restricted by Mitchelville to those persons paying the applicable charge or admission fee with approval by the Town Manager or his designee.

1.4. **Application of Laws and Other Matters:** This Lease is made by the Town and accepted by Mitchelville subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future.

1.5. **No Other Interest in Real Property Created:** Other than the leasehold interest established by this Lease, Mitchelville shall have no interest in the Property.

1.6. **Rent:** Mitchelville shall pay to the Town Rent in the sum of One Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

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

Exhibit B

ARTICLE 2

2.1. **Effective Date:** The “Effective Date” of this Lease shall be the date upon which the duly authorized officials of the Town execute and deliver this Lease to Mitchelville.

ARTICLE 3

3.1. **Limited Obligation of the Town:** The Town shall not be required to furnish, and has no obligation to furnish, to Mitchelville any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

3.2. **Utilities and Other Services:** Mitchelville shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Mitchelville.

3.3. **Mitchelville is Responsible for the Payment of all Expenses:** Mitchelville shall be solely responsible for the payment of any and all costs, expenses, and charges for any utility or other service, including water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services that are used, rendered, or supplied to or upon the Property or in connection with Mitchelville’s use of the Property, and *ad valorem* real property taxes (including but not limited to stormwater utility (SWU) fees), if any.

3.4. **Indemnification and Hold Harmless:** Mitchelville shall indemnify and hold the Town harmless from any claims for loss, damage, or liability, including reasonable attorney’s fees and costs incurred by the Town in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Mitchelville and Mitchelville’s operation thereon, or arising from any act or omission of Mitchelville with respect to the exercise of Mitchelville’s rights hereunder; provided, however, in no event will Mitchelville indemnify or hold harmless the Town for acts or omissions of the Town or its employees or agents.

Exhibit B

ARTICLE 4

4.1. Construction of Improvements or Facilities on the Property Prior to Approval of Master Plan and Business Plan by Town Council:

- (a) Prior to approval by the Town Council of the Town (the “Town Council”) of the Master Plan (as defined in Article 4.2) and the Business Plan (as defined in Article 4.3), and before undertaking construction of any improvements or facilities on the Property, Mitchelville shall submit to the Town Council for review and approval the plans and specifications of the proposed improvements or facilities, as well as information describing how Mitchelville will fund such construction and related operations. The Town Council may approve or disapprove all or any part of the proposed improvements or facilities as the Town Council, in its sole discretion, may deem advisable.
- (b) Any proposed improvements or facilities on the Property must be substantially in furtherance of the operation of a cultural and historical museum on the Property.
- (c) Any proposed improvements or facilities on the Property shall, in addition to approval by the Town Council, be subject to all applicable provisions of the Land Management Ordinance of the Town (the “LMO”), any applicable restrictive covenants, and any other applicable State, Federal or local statutes, ordinances, or regulations. Approval of any proposed improvements or facilities on the Property by the Town Council, in and of itself, shall not constitute an authorization to commence any work at the Property for which any other approval or permit of any nature is required.
- (d) The provisions of this Article 4.1 shall be inapplicable after the Master Plan is approved by Town Council as described below in Article 4.2.

4.2. The Master Plan: Prior to undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy, Mitchelville shall prepare a Master Plan providing the details of the development, use, and operation of the Property as a cultural and historical museum

Exhibit B

and the development of the amenities on the Property substantially in furtherance of the operation of a cultural and historical museum (the “Master Plan”), and shall submit the Master Plan to the Town Council for review and approval. The Town Council may approve or disapprove all or any part of the Master Plan, as the Town Council, in its sole discretion, may deem advisable. Town Council approval of the Master Plan is a pre-condition to Mitchelville undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy. Mitchelville shall submit its Master Plan as required herein and obtain the approval of the Town Council of the Master Plan within four (4) years after the Effective Date of this Lease.

- (a) **Amendments to the Master Plan:** Any proposed Material Amendments to the Master Plan shall be submitted to the Town Council for review and approval, which the Town Council may, in its reasonable discretion, approve or disapprove all of any part of. As used in this Article 4.2(a), a “Material Amendment to the Master Plan” shall mean any departure from the proposed uses and densities shown on the Master Plan as previously approved by the Town Council. Any amendments to the Master Plan that are not Material Amendments shall be subject to review and approval of the Town Manager of the Town or his or her designee, which approval shall not be unreasonably withheld. The Town Manager may, but is not obligated to, submit any amendments to the Master Plan that are not Material Amendments to the Town Council for review and approval. Matters related to site planning shall be handled through the Development Review process as established in the LMO and shall not be considered Material Amendments to the Master Plan. All amendments to the Master Plan (whether Material Amendments or not) shall be subject to all applicable provisions of the LMO, any applicable restrictive covenants, and any other applicable State, Federal or local statutes, ordinances or regulations.
- (b) **Other Approvals Required:** The Master Plan and any Material Amendments to the Master Plan shall, in addition to approval by the Town Council, be subject to all applicable provisions of the Land Management Ordinance of the Town, any applicable State, Federal or

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local statutes, ordinances or regulations. Approval of the Master Plan by Town Council, in and of itself, shall not constitute any authorization to commence any work at the Property for which any other approval or permit of any nature is required.

4.3. The Business Plan: Prior to undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy, Mitchelville shall develop a long-range Business Plan for the operation of a cultural and historical museum and for the funding of the capital improvements and other amenities to be built at the Property (the "Business Plan"), and shall submit the same to Town Council for its review and approval. The Town Council may approve or disapprove all or any part of the Business Plan, as the Town Council, in its sole discretion, may deem advisable. Town Council approval of the Business Plan is a pre-condition to Mitchelville undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy. Mitchelville shall submit its Business Plan as required herein and obtain the approval of the Town Council of the Business Plan within four (4) ~~two (2)~~ years after the Effective Date of this Lease.

4.4. Permitted Use: Mitchelville may use the Property for the following purposes (hereinafter, each a "Permitted Use"): establishing, building, and operating a cultural and historical museum and ancillary and related uses, and any manner consistent with the Master Plan approved by the Town Council.

4.5. General Management: Mitchelville shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the term of this Lease. Without limiting the generality of the foregoing, Mitchelville shall have the following rights and duties with respect to the use, management, and operation of the Property:

- (a) **Determination of Policies:** To determine and carry out policies relating to primary and ancillary activities and services offered by Mitchelville, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property.

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- (b) **Financing:** To have, in its sole discretion, the right to obtain financing utilizing as collateral any fixtures or personal property that Mitchelville has or may acquire;
- (c) **Improvement of Property:** To erect, establish, maintain, modify, build, construct, or remove trails, paths, private use antennae, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, and other such things in furtherance of the use and operation of the Property by Mitchelville;
- (d) **Compliance with Permitted Use:** In general, to act in accordance with the Permitted Use.

4.6. **Financial Statements:**

- (a) Mitchelville shall cause a financial statement to be prepared each year at the conclusion of Mitchelville's fiscal year by an entity independent of, and unconnected to, Mitchelville. Mitchelville's fiscal year ends on December 31 of each calendar year. Mitchelville shall deliver a copy of its financial statement to the Town within thirty (30) days of the completion of the financial statement each calendar year.
- (b) Mitchelville shall submit an annual operating budget to the Town. The submission of this budget shall coincide with the Town's annual budget process. The Town Manager shall inform Mitchelville of the procedures to be followed in regard to the budgeting process.
- (c) Mitchelville shall provide the Town with an annual independent audit report or review report prepared by a Certified Public Accountant (CA) acceptable to the Town. An annual report shall be submitted no less than every third year.
- (a) Upon request of the Town, Mitchelville shall make its financial books and records available to the Town for Review. The Town shall give Mitchelville written notice of its intention to review Mitchelville's financial books and records. Mitchelville shall make its financial books and records available for review by the Town within twenty (20) days of the Town's written notice.

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

4.8. Building Permits: Prior to submitting an application for any building permit in an amount greater than Fifty Thousand and no/100 (\$50,000.00) Dollars for construction on the Property, Mitchelville shall provide the Town Manager with an executed Irrevocable Bank Letter of Credit in favor of the Town, in an amount equal to the cost of construction as shown in the application for the building permit, or other document deemed satisfactory by the Town Manager, confirming that funds in such amount are available and reserved for the purpose of such construction, which Irrevocable Bank Letter of Credit or other documents shall permit the Town to utilize such funds in such amount, less funds expended for the purpose of construction described in the application for building permit and for which Mitchelville has produced executed lien waivers from the contractors, sub-contractors, and material-men involved, to complete the construction described in the application for the building permit and to pay any claims made by contractors, laborers, or materialmen, but only in the event of any failure by Mitchelville to complete the structure described in the application for the building permit or to pay contractors, laborers, or material men.

- (a) **Contract Splitting Prohibited:** Mitchelville may not split or incrementalize construction contracts or building permit applications in order to keep projects below the Fifty Thousand and no/100 (\$50,000.00) Dollar threshold set forth above.
- (b) **Increases in Cost of Project:** If the cost of any project undertaken by Mitchelville is increased by more than ten (10%) percent of the original contract price as shown on the original application for the building permit through changes, overruns, or otherwise, Mitchelville shall increase the amount of the Irrevocable Bank Letter of Credit or other document so as to be in an amount sufficient to cover the increased cost.

4.9. Permits: It shall be the sole responsibility of Mitchelville to procure and pay for any required municipal, state, federal, or other governmental permits and

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authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Mitchelville's occupation and use of the Property. The Town will provide "owner's authorizations" indicating the Town's consent to any permit being sought by Mitchelville where such "owner's consent" is required under any applicable permitting regulations. The delivery of such "owner's consent" by the Town shall not be deemed a waiver of any applicable development standard or zoning or other requirements.

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

4.11. Maintenance of the Property and Compliance with Laws: During the term of this Lease, Mitchelville shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.

4.12. Rules, Regulations, and Restrictions: Mitchelville shall at all times during the term of this Lease:

- (a) **Maintenance of the Property and Improvements:** In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease;
- (b) **Storage of Hazardous Substances Prohibited:** Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the

Exhibit B

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

- (c) **Compliance with Laws:** Comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Mitchelville's use thereof;
- (d) **Waste Dumping or Disposal Prohibited:** Refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance;
- (e) **Waste Storage Prohibited:** Refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance;
- (f) **Waste and Nuisances:** Refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property;
- (g) **Compliance with Restrictive Covenants and Local Ordinances:** Maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property

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and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.

- (h) **Sustainability:** Develop strategies that are consistent with the Town's published and defined goals on sustainability. In so doing, consideration shall be given to balancing environmental, economic and social impacts.

4.13. Additional Rules: In addition to the foregoing, Mitchelville shall at all times during the term hereof comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation so made shall not be inconsistent with any part of this Lease, and shall not unreasonably interfere with Mitchelville's use and enjoyment of the Property.

4.14. Town's Waiver of Interest in Personal Property: The Town waives any right, title, or interest in any and all equipment, displays, furniture, fixtures, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Mitchelville; and, said property shall, at all times, remain the property of Mitchelville, such entity that has loaned the property to Mitchelville, or such entity that has leased the property the Mitchelville. The Town further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Mitchelville.

ARTICLE 5

5.1. Initial Term of This Lease: Subject to Articles 5.2, 5.4, and 10.1 below, the term of this lease shall be for a period of Forty Five (45) years, with such term commencing on April 18, 2017, and ending on April 18, 2062 (the "Initial Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by Mitchelville, or unless sooner terminated pursuant to the terms hereof.

5.2. Renewal of Terms of Lease: Unless this Lease is sooner terminated pursuant to the terms hereof, at the end of the Initial Lease Term, this Lease shall automatically renew for successive periods of Twenty Five (25) years (hereinafter, each a "Renewal Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, unless either Party hereto shall give the other a Notice of Termination as set forth in Article 5.3 below.

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5.3. **Termination of this Lease:** The initial term of this lease shall expire on April 18, 2062 (hereinafter, the "Initial Termination Date"). The first Renewal Lease Term shall expire Twenty Five (25) years from the date of the Initial Termination Date, and subsequent Renewal Lease Terms shall expire each following twenty-five (25) year period. If either Party hereto gives the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Initial Termination Date or the end of any Renewal Lease Term, then this Lease shall expire on the Initial Termination Date or at the end of the applicable Renewal Lease Term, as the case may be.

5.4. **Ordinance Required:** This Lease is contingent upon the adoption of an Ordinance by the Town authorizing the execution and delivery of the Lease.

5.5. **Termination on Failure of Conditions:** If the condition stated in Article 5.4 does not occur before December 21, 2017, then this Lease shall automatically terminate, and neither Party hereto shall have any further rights or obligations hereunder.

5.6. **Termination on Failure of Approval of Master Plan or Business Plan:** Notwithstanding any provision in this Lease to the contrary, this Lease shall automatically terminate in the event that either the Master Plan (described above in Article 4.2) is not approved by Town Council for the Town within four (4) years after the Effective Date of this Lease or Business Plan (described above in Article 4.3) is not approved by Town Council for the Town within four (4) ~~two (2)~~ years after the Effective Date of this Lease. Upon such termination, Mitchelville shall restore, within sixty (60) days after such termination, any part of the Property which has been altered by Mitchelville and which (1) has not been maintained in a reasonably safe, neat, clean, and ordinary manner, or (2) is in a state of disrepair or in an unkempt state, or (3) consists of trash, rubbish, debris, or related items, to its state which existed immediately prior to the Effective Date of this Lease. Town Council, in its sole discretion, may choose to extend, modify, waive or extinguish this ~~24~~-year deadline by adoption of an Ordinance prior to the 24-year deadline.

ARTICLE 6

6.1. **Quiet Enjoyment:** The Town hereby covenants that Mitchelville shall, during the Lease terms, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Town shall not interfere with the

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quiet use and enjoyment of the Property by Mitchelville during the Lease Term, so long as the Initial Lease Term or any Renewal Lease Term shall be in effect and all obligations of Mitchelville hereunder, have been fulfilled.

ARTICLE 7

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

7.2. **Required Liability Insurance:** During the Initial Lease Term and any Renewal Lease Term, Mitchelville shall maintain in full force and effect comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Mitchelville with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Mitchelville. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Mitchelville of the hold harmless and indemnity provisions set forth in Article 3.4 of this Lease.

7.3. **Policy Form:** All policies of insurance provided for herein shall be issued by insurance companies with a general policyholders' rating not less than A, and a financial rating of AAA as rated in the most current available "Best's Insurance Reports", and qualified to do business in the State of South Carolina, and shall be issued in the names of the Town, Mitchelville, and such other persons or firms as the Town reasonably specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, Mitchelville, and others hereinabove mentioned, and executed copies of such policies of insurance or certifications thereof shall be delivered to the Town within ten (10) days after delivery of possession of the Property to Mitchelville and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that the Town, although name as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason

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of the negligence of Mitchelville. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Mitchelville in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give the Town twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty shall be written as primary policies, not contributing with and not in excess of coverage that the Town may carry.

7.4. Town May Obtain Insurance: In lieu of Mitchelville procuring and maintaining insurance required by this Article 7, the Town may, in its sole discretion at any time and from time to time with reasonable notice to Mitchelville, choose to procure and maintain all or any part of the insurance required by this Article 7, and pay any premiums therefor, in which even Mitchelville shall repay the Town all sums so paid by the Town within ten (10) days following the Town's written demand to Mitchelville for such payment.

7.5. Failure of Mitchelville to Obtain Insurance: If Mitchelville fails to procure or maintain any insurance required by this Article 7, or fails to carry insurance required by law or governmental regulations, then the Town may, but without obligation to do so, at any time and from time to time without notice, procure such insurance and pay the premiums therefor, in which event Mitchelville shall repay the Town all sums so paid by the Town, together with interest thereon as provided in Article 11 hereof, and any incidental costs or expenses incurred by the Town in connection therewith, within ten (10) days following the Town's written demand to Mitchelville for such payment.

7.6. Additional Insurance: Mitchelville may, but is not required to, obtain additional insurance beyond what is required by Article 7, including but not limited to contents, business interruption, and abuse/molestation insurance.

ARTICLE 8

8.1. Assignment Prohibited: This Lease shall not be assigned by Mitchelville.

8.2. Sublease of the Property: Mitchelville shall not sublet any part of the Property, without the prior written approval of the Town Manager acknowledging that the sublease complies with the Permitted Use, which approval by the Town Manager shall not be unreasonably withheld. For the purpose of this Lease, a sublease of the Property is any lease by Mitchelville of any part of the Property to a third party for a

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period that exceeds six (6) months. Any sublease must be in keeping with the Permitted Use. Nothing herein prohibits Mitchelville from contracting with subcontractors, licensees, vendors, or others in furtherance of the Permitted Use.

8.3. Other Encumbrances Prohibited: Mitchelville shall not grant any easements, licenses, or rights-of-way encumbering, or enter into any agreement which would in any way affect or encumber, the title to the Property; provided, however, that the Town, as the Property owner, agrees to grant to Mitchelville or others, as the case may be, any easements, licenses, or rights-of-way that are necessary for Mitchelville to use the Property in accordance with, and in furtherance of, the Permitted Use, such as any easements, licenses, or rights-of-way for utility lines, on terms that are reasonably acceptable to the Town. If any request of Mitchelville contemplated in this Article 8 requires the adoption of an ordinance or other legislation, the failure of the Town to adopt any such ordinance or legislation shall not be deemed a breach of this Lease.

ARTICLE 9

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

To the Town:	TOWN OF HILTON HEAD ISLAND Town Manager One Town Center Court Hilton Head Island, SC 29928
With copy to:	TOWN OF HILTON HEAD ISLAND Legal Department One Town Center Court Hilton Head Island, SC 29928
To Mitchelville:	Mitchelville Preservation Project, Inc. Ms. Shirley Peterson P.O. Box 21758 Hilton Head Island, SC 29925
With copy to:	Chester C. Williams, Esq. Law Office of Chester C. Williams, LLC 17 Executive Park Road, Suite 2 PO Box 6028 Hilton Head Island, SC 29938-6028

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ARTICLE 10

10.1. Events of Default Defined: The following shall be Events of Default under this Lease:

- (a) **Failure to Observe Requirements:** The failure of Mitchelville or the Town to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- (b) **Dissolution of Mitchelville:** The dissolution, termination, or liquidation of Mitchelville, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Mitchelville or against Mitchelville, or any change in the tax-exempt, not-for-profit status of Mitchelville.
- (c) **Abandonment of the Property:** The abandonment of the Property by Mitchelville, or the discontinuance of operations at the Property by Mitchelville.
- (d) **Use Inconsistent with this Lease or the Permitted Use:** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Master Plan, or this Lease without the approval of the Town Council.
- (e) **Failure to Pay Amounts Due:** The failure to pay any sum due to the Town by Mitchelville under any provision of this Lease.
- (f) **Failure to Submit the Master Plan:** The failure of Mitchelville to submit the Master Plan to the Town Council for review and approval within four (4) ~~two (2)~~ years of the Effective Date hereof, as required in Article 4.2 of this Lease.

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- (g) **Failure to Submit the Business Plan:** The failure of Mitchelville to submit the Business Plan to the Town for review and approval within four (4) ~~two (2)~~ years of the Effective Date hereof as required in Article 4.3 of this Lease.

10.2. **Remedies on Default:** Whenever any Event of Default described in Article 10.1 of this Lease shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If the Town is the non-defaulting party, it may give notice to Mitchelville to vacate the Property, and may thereafter evict Mitchelville from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand, either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Town of its rights under this Article 10 cause Mitchelville to be relieved of any of its obligations set forth in this Lease.

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

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

10.5. **Agreement to Pay Attorney's Fees and Expenses:** If either Party hereto defaults under any of the provisions hereof, and the non-defaulting Party employs attorneys, or incurs other expenses for the enforcement of the performance or observance of any obligation or agreement on the part of the defaulting Party, the defaulting Party agrees that it shall pay, on demand, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting Party in the enforcement of its rights hereunder.

10.6. **Discontinuance of Proceedings:** In case either Party hereto has proceeded to enforce any right under this Lease, and such proceedings shall have been

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discontinued or abandoned for any reason, then and in every such case the Town and Mitchelville shall be restored respectively to their several positions and rights hereunder, and all rights, obligations, remedies, and powers of the Town and Mitchelville shall continue as though no such proceeding had been taken.

ARTICLE 11

11.1. Interest on Past Due Obligations: Whenever under any provisions of this Lease Mitchelville shall be obligated to make any payment or expenditure to the Town, or to do any act or thing, or to incur any liability whatsoever, and Mitchelville fails, refuses, or neglects to perform as herein required, the Town shall be entitled, but shall not be obligated, to make any such payment or expenditure, or do any such act or thing, or to incur any such liability, all on behalf and at the cost and for the account of Mitchelville, and in such event the amount thereof with interest thereon as hereinafter provided shall be deemed due upon demand for payment thereof by the Town. Any amount due from Mitchelville to the Town under this Lease which is not paid when due shall bear interest at the Applicable Federal Rate as established by the Internal Revenue Service from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Mitchelville under this Lease.

ARTICLE 12

12.1. Binding Effect: This Lease shall inure to the benefit of and shall be binding upon Mitchelville and the Town.

12.2. Amendment, Changes, and Modifications: Except as otherwise provided herein, this Lease may not be amended, changed, modified, or altered without written consent of both Parties hereto.

12.3. Severability: If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

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12.5. **Applicable Law:** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

12.6. **Captions:** The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

12.7. **Recording:** Either Party may record a short form memorandum of this Lease in the Office of the Register of Deeds for Beaufort County, South Carolina.

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

12.9. **Plural/Singular:** Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

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

(SIGNATURE PAGES FOLLOW)

Exhibit B

In Witness whereof, the Parties hereto, by and through their duly authorized officers, have set their hands and seals as of this _____ Day of _____, 20179.

WITNESSES:

**THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA**

By: _____ (L.S.)
John McCann~~David Bennett~~, Mayor

Attest: _____ (L.S.)
Stephen G. Riley, ICMA-CM
Town Manager

WITNESSES:

**MITCHELVILLE PRESERVATION
PROJECT, INC.**

By: _____ (L.S.)
Shirley Peterson, President

Attest: _____ (L.S.)
_____, Secretary



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA~CM, *Town Manager*
VIA: Shawn Colin, AICP, *Director of Community Development*
VIA: Teri B. Lewis, AICP, *Deputy Director of Community Development*
VIA: Nicole Dixon, CFM, *Development Review Administrator*
FROM: Taylor Ladd, *Senior Planner*
CC: Jennifer Ray, *Deputy Director of Community Development*
DATE: February 21, 2019
SUBJECT: ZA-000097-2019 – Hilton Head Christian Academy Rezoning

Recommendation: The Planning Commission held a public hearing on February 20, 2019 to review the Zoning Map Amendment application. At this meeting, the Commission voted 5-2 to recommend forwarding the application to Town Council with a recommendation of approval, with the condition that A Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines, based on the Findings of Fact and Conclusions of Law in the staff report. Staff recommends that Town Council approve the application.

Summary: Eric Walsnovich with Wood + Partners Inc., on behalf of Spandrel Development Partners, LLC, proposes to amend the Official Zoning Map by changing the uses, density and height assigned for the subject property on the Indigo Run Master Plan in the PD-1 district. The property is currently developed as the Hilton Head Christian Academy campus. The school plans to relocate to Bluffton, where they acquired property for a new campus in the Buckwalter area in 2002.

The current assigned uses are commercial, institutional, and public recreation. The request is to change the assigned uses to institutional or multifamily residential with a condition prohibiting rentals of less than three months. The current assigned density is 10,000 sq. ft. per net acre for retail uses, 20,000 sq. ft. per net acre for non-retail uses, 10,000 sq. ft. per net acre for institutional uses; and there is no assigned density for public recreation uses. The request is to change the assigned density to 10,000 sq. ft. per net acre of institutional uses or 300 multifamily residential units, which is approximately 22 units per net acre. The application also includes a proposal to reduce the maximum allowed building height from 75 feet to 55 feet.

The proposed rezoning will allow uses that are compatible with the multifamily and single-family residential communities on other properties in the vicinity.

Background: The subject property was originally zoned R-8, Residential Moderate Density, as with the surrounding parcels. When it was subdivided and sold as part of a larger 50-acre tract by the Hilton Head Company in 1972, it was subject to deed restrictions limiting the use to “semi-residential purposes only.” The school relocated to the site in 1989. The property was rezoned into the PD-1 Indigo Run Master Plan Parcel 15-F in 2000. At that time, the residential use on the property was removed.

Please contact me at (843) 341-4607 or at taylorl@hiltonheadislandsc.gov if you have any questions.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2019-

PROPOSED ORDINANCE NO. 2019-08

AN ORDINANCE TO AMEND TITLE 16, "THE LAND MANAGEMENT ORDINANCE," OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-1-107, THE OFFICIAL ZONING MAP AND THE INDIGO RUN MASTER PLAN WITH RESPECT TO THE CERTAIN 13.83 ACRE PARCEL LOCATED AT 55 GARDNER DRIVE, IDENTIFIED AS PARCEL 98A ON BEAUFORT COUNTY TAX MAP 8, WITHIN THE INDIGO RUN MASTER PLAN "PARCEL 15-F" UNDER THE PD-1 (PLANNED DEVELOPMENT MIXED USE) DISTRICT, TO REMOVE THE COMMERCIAL AND PUBLIC RECREATION USES AND COMMERCIAL DENSITY, AND TO ADD MULTIFAMILY RESIDENTIAL USE WITH DENSITY OF 300 UNITS, AND TO MAINTAIN THE EXISTING INSTITUTIONAL USE AND DENSITY, AND TO REDUCE THE MAXIMUM BUILDING HEIGHT ALLOWED FROM 75 FEET TO 55 FEET; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2014, the Town Council did adopt a new Land Management Ordinance (LMO); and

WHEREAS, this zoning change would be compatible with surrounding land uses and neighborhood character, would not be detrimental to the public health, safety and welfare, and further, would be in conformance with the Land Management Ordinance and Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on February 20, 2019 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed zoning map amendment application; and

WHEREAS, the Planning Commission, after consideration of the staff presentation, public comments and the criteria set forth in Section 16-2-103, voted 5-2 to recommend that Town Council approve the proposed zoning map amendment application with the condition that a Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines; and

WHEREAS, after due consideration of said zoning map amendment application and the recommendation of the Planning Commission, the Town Council, upon further review, finds it is in the public interest that the subject parcel be rezoned to remove the commercial and public recreation uses and commercial density, add multifamily residential use with density of 300 units, maintain the existing institutional use and density, and reduce the maximum building height allowed from 75 feet to 55 feet.

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

Section 1. Amendment. That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-1-107 of the LMO, and the Indigo Run Master Plan and associated text be hereby amended to modify the zoning designation of the certain parcel identified as Parcel 98A on Beaufort County Tax Map 8 within the Indigo Run Master Plan “Parcel 15-F” to remove the commercial and public recreation uses and commercial density, add multifamily residential use with a density of 300 units, maintain the existing institutional use and density, and reduce the maximum building height allowed from 75 feet to 55 feet.

Section 2. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF
HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2019.**

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

John J. McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

Public Hearing: February 20, 2019

First Reading:

Second Reading:

APPROVED AS TO FORM:

??, Town Attorney

Introduced by Council Member: _____



TOWN OF HILTON HEAD ISLAND COMMUNITY DEVELOPMENT DEPARTMENT

One Town Center Court

Hilton Head Island, SC 29928

843-341-4757

FAX 843-842-8908

STAFF REPORT ZONING MAP AMENDMENT

Case #	Name of Project or Development	Public Hearing Date
ZA-000097-2019	Hilton Head Christian Academy	February 20, 2019

Parcel Data & Location		
Parcel: R510 008 000 098A 0000	Size: 13.83 acres	Address: 55 Gardner Drive

Owner	Applicant	Agent
Hilton Head Christian Academy 55 Gardner Drive Hilton Head Island, SC 29926	Spandrel Development Partners, LLC 170 Meeting Street, Suite 110 Charleston, SC 29401	Eric Walsnovich Wood + Partners, Inc. 7 Lafayette Place Hilton Head Island, SC 29925

	Existing Zoning	Proposed Zoning
Districts	Planned Development Mixed Use (PD-1) – Indigo Run Corridor Overlay (COR)	Planned Development Mixed Use (PD-1) – Indigo Run Corridor Overlay (COR)
Uses*	Commercial Institutional Public Recreation	Institutional <u>OR</u> Multifamily Residential
Density	Retail Uses: 10,000 sf/net acre Non-Retail Uses: 20,000 sf/net acre Institutional Uses: 10,000 sf/net acre Public Recreation Uses: Not specified	Institutional Uses: 10,000 sf/net acre <u>OR</u> Multifamily Residential: 300 units
Height	75 feet maximum	55 feet maximum

*Currently, the Indigo Run PUD Master Plan text does not specify if all allowed uses are permitted at once on the property (such as commercial, institutional AND public recreation are permitted) or if only one of the uses can be permitted at a time (such as commercial, institutional OR public recreation are permitted).

Application Summary

Eric Walsnovich with Wood + Partners Inc., on behalf of Spandrel Development Partners, LLC, proposes to amend the Official Zoning Map by changing the uses, density and height assigned for the subject property on the Indigo Run Master Plan. The property is currently developed as the Hilton Head Christian Academy campus. The school plans to relocate to Bluffton.

The current assigned uses are commercial, institutional, and public recreation. The request is to change the assigned uses to institutional **or** multifamily residential with a condition prohibiting rentals of less than three months. The current assigned density is 10,000 sq. ft. per net acre for retail uses, 20,000 sq. ft. per net acre for non-retail uses, 10,000 sq. ft. per net acre for institutional uses; there is no assigned density for public recreation uses. The request is to change the assigned density to 10,000 sq. ft. per net acre of institutional uses **or** 300 multifamily residential units, which is approximately 22 units per net acre. The application also includes a proposal to reduce the maximum allowed building height from 75 feet to 55 feet.

Staff Recommendation

Staff recommends the Planning Commission find this application to be **consistent with the Town's Comprehensive Plan** and **serve to carry out the purposes of the LMO**, based on those Findings of Facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Staff recommends that the Planning Commission recommend **APPROVAL** of this application to Town Council with the following condition:

1. A Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines.

The properties subject to these conditions are further identified as R510 008 000 0224 0000 (Sandalwood Terrace), R510 008 00A 101A 0000 (44 Indian Trail), R510 008 00A 0074 0000 (42 Indian Trail), R510 008 00A 0073 0000 (40 Indian Trail), R510 008 00A 0072 0000 (38 Indian Trail), R510 008 00A 0071 0000 (36 Indian Trail), R510 008 00A 0070 0000 (34 Indian Trail), R510 008 00A 0069 0000 (32 Indian Trail), R510 008 00A 0068 0000 (30 Indian Trail), and R510 008 00A 0015 0000 (28 Indian Trail).

Background

Founded in 1979, Hilton Head Christian Academy has been a presence on Hilton Head Island for about 40 years. The school relocated to the subject property in 1989. It is a private college preparatory school with an enrollment of approximately 390 students, the majority of whom live in Bluffton. To better serve their students, the school plans to relocate to the Buckwalter area in Bluffton where the school acquired property in 2002. The new campus in Bluffton will be funded by the sale of the subject property; the sale is contingent upon the proposed rezoning. Attachment H, Exhibit E shows the proposed Bluffton campus.

The subject parcel is made up of two tracts of land. See Attachment A for a vicinity map

and Attachment E for the current boundary survey. To the south, the larger tract is developed with the school facilities, including classrooms and offices, gymnasium, a multipurpose building, parking lots, and athletic fields and facilities. The larger tract is bound by Gardner Drive to the west; the Sandalwood Terrace multifamily development to the north; an undeveloped portion of the Southwood Park right-of-way and the Hilton Head Gardens multifamily development to the east; and the Old Woodlands single family development, an undeveloped Town-owned parcel, and a Hilton Head Public Service District facility to the south.

Specifically, the developments abutting and adjacent to the larger tract are comprised of the following:

- Northern property boundary: Sandalwood Terrace, a Beaufort Housing Authority multifamily development with 13 buildings and 80 units on 10 acres.
- Northeastern property corner: The Oaks multifamily development with 15 buildings and 114 units on 10.3 acres.
- Eastern property boundary: The Hilton Head Gardens multifamily development with 9 buildings and 112 units on 10 acres.
- Southern property boundary: Old Woodlands Plantation (formerly Mid-Island Estates) with 74 single family lots.

In close proximity to the larger tract is the Woodlake Villas multifamily development comprised of 56 buildings with 224 units on 29 acres. The average density of all four multifamily developments in the vicinity of the subject parcel is approximately 10 to 11 dwelling units per net acre. By comparison, the applicant is proposing a density of 21 to 22 dwelling units per net acre.

To the north, the smaller tract of the parcel is undeveloped. The smaller tract is bound by Gardner Drive to the west and south; an undeveloped Town-owned parcel to the west and north; and Sandalwood Terrace to the east.

The subject property is currently accessed from a single curb cut on Gardner Drive, which is defined as a minor arterial street in LMO Section 16-5-105.B. Attachment E shows the location of the curb cut at the approximate center larger tract's western boundary line. Gardner Drive is a 60 foot wide right-of-way owned by Beaufort County.

In January of 2000, Town Council approved Zoning Map Application ZMA990009 to revise the entire Indigo Run Master Plan. At that time, the subject property was zoned into the Indigo Run Master Plan as part of Parcel 15-F. See Attachment F for the extents of Parcel 15-F. The uses designated for Parcel 15-F were commercial, institutional (which made Hilton Head Christian Academy, which was already developed on the site, a conforming use), and public recreation. The other properties that comprise Parcel 15-F on the Master Plan include a Town-owned undeveloped parcel, a parcel owned by the Hilton Head Public Service District (PSD), and a portion of the Christian Renewal Church. The proposed rezoning will only apply to the subject property; it will not affect the height, density or permitted uses for the other properties in Parcel 15-F.

Prior to being zoned into the Indigo Run Master Plan, the larger tract was zoned R-8, moderate density residential. The parcels adjacent to the subject parcel and subsequently developed into multifamily complexes – Sandalwood Terrace, The Oaks, and Hilton Head Gardens – were also zoned R-8. Properties along the western side of Gardner Drive were

historically zoned M-1 (Planned Development Mixed Use) and were part of the Indigo Run PUD.

The adjacent multifamily properties are now zoned RM-12 (moderate to high density residential), which allows 12 units per net acre. The single-family subdivision to the south of the subject parcel is zoned RM-4 (low to moderate density residential). When the revised Official Zoning Map was adopted in 2014, properties along the western side of Gardner Drive were rezoned into MS (Main Street), a mixed-use district that allows up to 12 dwelling units per net acre, and PR (Parks and Recreation). See Attachment B for the current zoning in the vicinity.

Since the subject property is in the PD-1 District but it is located outside of any gates restricting access to the general public, the setback and buffer standards in LMO Sections 16-5-102 and 16-5-103, respectively, apply. Attachment J shows the setbacks and buffers for the existing and proposed uses. Any redevelopment of the subject property would have to meet the current LMO setback and buffer standards.

The proposed rezoning would allow buildings up to 55 feet tall and up to 22 units per acre on the subject property. Sandalwood Terrace, directly north of the larger tract, is developed with two story buildings at 8 units per acre. Old Woodlands, directly south of the larger tract, is developed with mostly single story houses built on grade on an average of 0.3 acre lots. The proposed rezoning would allow buildings up to 55 feet tall within 20 feet of the Sandalwood Terrace and Old Woodlands property lines.

The proposed rezoning would require narrower, less vegetated buffers between development on the subject property and the Sandalwood Terrace and Old Woodlands property lines. A Type B buffer is currently required from Sandalwood Terrace; the proposed rezoning would eliminate the requirement for a buffer. A Type C buffer is currently required from Old Woodlands; the proposed rezoning would change that to a Type A buffer. See Attachment J for a chart depicting current and proposed use setback and buffer requirements.

To reduce any visual or auditory impacts of future development on the residents of Sandalwood Terrace and the Old Woodlands, staff recommends approving the proposed rezoning with the condition a Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines.

Type C buffers include medium-density screening designed to eliminate visual contact at lower levels and create spatial separation between adjacent uses. See Attachment K for an excerpt from the LMO about buffer requirements. This Type C buffer is stricter than the Type A or Type B buffer that would be required by-right for the development of multifamily on the subject property. The requirement for a stricter buffer will ensure Sandalwood Terrace and Old Woodland residences are sufficiently screened from a higher density development.

The other properties adjacent to the subject property are the undeveloped Town-owned parcels to the north and south and the Hilton Head Public Service District facility. There are no plans to develop the Town-owned properties.

Applicant's Grounds for ZMA

The applicant states that the current approved uses for the subject parcel and the allowable density are limited and are related to needs that are not viable nor desired. The applicant states opportunities for quality redevelopment of the site with any of the existing uses is unlikely.

According to the applicant, the rezoning will facilitate the development of a high quality, 300 unit multifamily community with associated parking and amenities. This could include a mix of apartments from 500 square feet up to three bedroom units of about 1,800 square feet. The developer anticipates six buildings, but specifies in the application that the design has not been finalized.

This proposed rezoning is perceived as an appropriate density and use for the adaptive redevelopment of an aging school campus. The applicant states the development will not adversely impact the natural environment or adjacent properties. If all 300 dwelling units are built on the 13.83 acres parcel, the site density will be 21.6 units per net acre. This is less than what was previously approved for the WaterWalk apartments at Shelter Cove Towne Centre. WaterWalk East #1 contains 136 apartments on 4.97 acres, for a density of 27.4 units per net acre. WaterWalk East #2, which is under construction, is approved for 104 apartments on 4.44 acres, for a density of 23.4 units per net acre.

The prospective buyer and developer of the subject property, Spandrel Development Partners, LLC, has four apartment communities in the downtown historic district in Charleston and another on Bay Street in Savannah. The developer proposes that the multifamily development on the subject property will be a similar quality residential community. All of their southeast development projects are privately funded and typically held for investment once completed.

The applicant believes there is a strong demand in the local market for a high quality multifamily apartment community. Using the success of the WaterWalk apartments as an example, there is as much evidence of this demand as there is a need, as expressed by the Town's Comprehensive Plan and the Vision and Strategic Action Plan. This is explored in depth in the applicant's narrative. See Attachment H for the applicant's Narrative and Exhibits A through M-1.

Summary of Facts and Conclusions of Law

Findings of Fact:

1. The application was submitted on January 18, 2019 as set forth in LMO 16-2-103.C and Appendix D-1.
2. Per LMO 16-2-102.E.1, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing.
3. The LMO Official scheduled the public hearing of the application for the February 20, 2019 Planning Commission meeting, which is a regularly scheduled meeting of the Planning Commission.
4. Per LMO 16-2-102.E, the LMO Official shall publish a notice of the public

<p>hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date.</p> <ol style="list-style-type: none"> 5. Notice of the February 20, 2019 public hearing was published in the Island Packet on February 3, 2019. 6. Per LMO 16-2-102.E.2, the applicant shall mail a notice of the public hearing by first-class mail to the owners of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the hearing date. 7. The applicant mailed notices of the public hearing by first-class mail to the owners of record of properties within 350 feet of the subject land on January 31, 2019. 8. Per LMO 16-2-102.E.2, the LMO Official shall post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one notice being visible from each public thoroughfare that abuts the subject land. 9. The LMO Official posted on February 5, 2019 conspicuous notice of the public hearing on Gardner Drive in proximity to the school's existing main entrance. <p>Conclusions of Law:</p> <ol style="list-style-type: none"> 1. The application was submitted in compliance with LMO 16-2-103.C and Appendix D-1. 2. The LMO Official scheduled the public hearing of the application for the February 20, 2019 Planning Commission meeting, in compliance with LMO 16-2-102.E.1. 3. Notice of the public hearing was published 17 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2. 4. The applicant mailed notices of the public hearing 20 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2. 5. The LMO Official posted conspicuous notice of the public hearing 15 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

As set forth in LMO 16-2-103.C.2.e, Zoning Map Amendment (Rezoning) Advisory Body Review and Recommendation, the Commission shall consider and make findings on the following matters regarding the proposed amendment.

Summary of Facts and Conclusions of Law
<p><i>Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO 16-2-103.C.3.a.i):</i></p> <p>Findings of Fact: The Comprehensive Plan addresses this application in the following areas:</p> <p><u>Population Element</u></p> <p>Implication for the Comprehensive Plan – 4.7 Education</p> <ul style="list-style-type: none"> • The current enrollment and projected enrollment in the Hilton Head Island schools indicate that there are no immediate needs for additional school sites or expansion

of existing facilities.

Housing Element

Implication for the Comprehensive Plan – 5.1 Housing Units & Tenure

- Although, an increase in the total number of housing units contributes to the economic tax base for the Town, it is important that both the quantity as well as quality of the housing stock is maintained to sustain the current and future population and overall property values. As the amount of available land declines for new development, it will be very important to maintain high quality housing stock on residential properties. In addition, the availability of various housing types is important for the housing market viability to accommodate the diverse needs of the Island's population.

Implication for the Comprehensive Plan – 5.2 Housing Opportunities

- There are additional groups that will grow this market area. First are the multigenerational households, including aging parents moving in and 20 somethings moving back with their parents. Second, low wage jobs and high housing cost forces several non-family members into occupying a house. Finally, there is a growing trend of retirees becoming renters. The home in some communities will no longer be the great investment it once was, or the kids are gone and the house is too big, the taxes are high, and mowing the grass is not as much fun as traveling. Millions of baby boomers will sell their homes and invest.

Community Facilities Element

Implication for the Comprehensive Plan – 6.9 Educational Facilities

- Enrollment trends and future projections indicate no immediate need for additional school facilities on the Island.

Land Use Element

Goal – 8.1 Existing Land Use & Goal – 8.5 Land Use Per Capita

- A. To have an appropriate mix of land uses to meet the needs of existing and future populations.

Goal – 8.3 Planned Unit Developments (PUDs)

- B. To have an appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town's high quality of life and should be considered when amending PUD Master Plans.

Goal – 8.10 Zoning Changes

- A. To provide appropriate modifications to the zoning designations to meet market demands while maintaining the character of the Island.

Implementation Strategy – 8.10 Zoning Changes

- B. Consider focusing higher intensity land uses in areas with available sewer connections.

Transportation Element

Implications for the Comprehensive Plan – 9.3 Traffic Planning & Modeling

- Future development and zoning classifications have an impact on the potential build-out of properties on the Island. Increasing the density of properties in certain areas of the Town may not be appropriate due to the inability of the current transportation network to handle the resulting additional traffic volumes. It may be more appropriate to provide density in areas that have the available roadway capacity and to reduce densities or development potential in areas that do not have the appropriate roadway capacity.

Conclusions of Law:

1. This application **is consistent** with the Comprehensive Plan, as described in the Population, Housing, Community Facilities, Land Use, and Transportation Elements as set forth in LMO Section 16-2-103.C.3.a.i.
2. The **Population and Community Facilities Elements** support the proposed rezoning because it would facilitate the redevelopment of the subject property from an educational facility to a multifamily residential development. These elements state there is no immediate need for additional school facilities on the Island. The Hilton Head Christian Academy intends to relocate to Bluffton if this rezoning is approved and the property is sold to the applicant. Though the proposed rezoning also includes institutional use, it was included to avoid changing the Hilton Head Christian Academy from a conforming to a non-conforming use while it remains on the subject property.
3. The **Housing Element** supports the proposed rezoning because it would facilitate the redevelopment of the subject property into a multifamily residential development. The Housing Element supports the availability of various housing types. Since there are far fewer multifamily residences than single-family residences on the Island, allowing multifamily residential uses on the subject property would increase the diversity of available housing types.
4. The **Land Use Element** supports the proposed rezoning because it would appropriately modify the allowed land uses to meet the market demands of existing and future populations. The approved uses on the subject property are in low demand on the Island. There are many vacant commercial spaces, no new privately-owned public recreation facilities are being developed, and aside from the USCB campus, there has been little interest in new institutional development. Housing is in far greater demand; there are many new residential developments being planned or under construction on the Island.
5. The **Land Use Element** further supports the proposed rezoning because it would allow a high intensity use on a property with an existing sewer connection.
6. The **Transportation Element** supports the proposed rezoning because it would allow high residential density on a roadway with existing capacity for it.

Summary of Facts and Conclusions of Law

Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO 16-2-103.C.3.a.ii):

Findings of Fact:

1. The proposed rezoning will remove the commercial density and use for the subject property and allow either a multifamily residential use at 300 units per net acre or an institutional use at 10,000 square feet per net acre.
2. The properties adjacent to the subject parcel are the following multifamily developments: Sandalwood Terrace, The Oaks, and Hilton Head Gardens. Adjacent and to the south is Old Woodlands Plantation, a single-family detached subdivision.
3. Residential uses within one-half mile of the subject property are the Woodlake Villas, Indigo Pines assisted living facility, The Preserve at Indigo Run, Indigo Run's main gated community, The Glen, Alex Patterson Place, Victoria Square, Magnolia Place, and the entrance to Palmetto Hall Plantation.
4. Nonresidential uses within one-half mile of the subject property are Christian Renewal Church, offices and retail on Main Street, offices on Lafayette Place, Port Royal Plaza, Northridge Plaza, and Sea Turtle Marketplace.
5. Should the application be approved, the rezoning request retains the institutional use so that this rezoning does not create a nonconforming use, as the school will remain on the subject before they relocate and the site is redeveloped.
6. The subject property is located in the Corridor Overlay District and therefore it will be subject to review by the Design Review Board.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.ii.
2. The applicant is proposing multifamily residential or institutional as the allowed uses for the subject property, which are compatible with the surrounding multifamily residential communities, the single-family residential development, and the nearby existing civic, public and commercial uses.

Summary of Facts and Conclusions of Law

Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO 16-2-103.C.a.iii):

Findings of Fact:

1. The subject property is suitable for development because the portion intended to support a multifamily community is already developed with school facilities totaling +/- 61,000 square feet and ancillary sports facilities.
2. The subject parcel is already connected to existing storm water and utility infrastructure such that only on-site improvements may be required for permitting the proposed development. There should be no impacts on the infrastructure of adjacent properties.
3. There are no known sensitive environmental features on the subject property that will be affected by the proposed multifamily development. The existing Town-owned freshwater wetlands adjacent to the northern portion of the parcel will not be disturbed.
4. The proposed maximum building height is 55 feet. The existing by-right maximum

building height is 75 feet.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.a.iii.
2. The proposed zoning is appropriate for the land because the current site is already developed with a school and ancillary institutional uses. Development of a multifamily complex would not further impact the land or disturb any portion of the subject property that is currently vacant.
3. The proposed maximum building height of 55 feet is appropriate because it is lower than the current by-right height of 75 feet.

Summary of Facts and Conclusions of Law

Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO 16-2-103.C.a.iv):

Findings of Fact:

1. The proposed uses for the subject property are multifamily residential or institutional. The proposed institutional use will allow Hilton Head Christian Academy to remain as a conforming use on the subject property while the new school site is built in Bluffton. The proposed multifamily residential use will allow the site to be redeveloped for multifamily development.
2. The proposed density is 10,000 sq. ft. per acre of institutional uses or up to 300 multifamily dwelling units.
3. This proposed uses and density will facilitate the development of multifamily residential housing units.
4. There is a need for more housing on the Island, as stated in the Comprehensive Plan, and specifically for more workforce housing as shown in the “Assessment of Workforce Housing Needs” report by the Town’s housing consultant, Lisa Sturtevant & Associates, LLC.
5. Mixed-use zoning districts within a mile of the subject property are the Main Street (MS), Community Commercial (CC), Light Commercial (LC), Light Industrial (IL), Marshfront (MF), Resort Development (RD) and Medical (MED) districts, which support a large employment base that could potentially benefit from more diverse housing options in the vicinity. See Attachment H, Exhibit L for a letter from Hilton Head Regional Healthcare regarding the need for housing options for Hospital personnel.
6. Within a mile of the subject property are the main gated portions of Indigo Run, Hilton Head Plantation, Port Royal, and Palmetto Hall Plantation. These large communities include retirees who may be interested in downsizing to an apartment in close proximity to their current community.
7. There is not a large demand for institutional space on the island. There is also not a large demand for commercial retail spaces without frontage along a main arterial on the Island or without close access to other commercial spaces. The subject property location is currently somewhat isolated from other commercial nodes.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.a.iv.
2. The proposed zoning meets a demonstrated community need, which is a need for more housing. A multifamily housing development in this area will provide a greater opportunity to meet a community need than what the existing commercial use would provide.

Summary of Facts and Conclusions of Law

Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103.C.3.a.v):

Findings of Fact:

1. Previous zoning designated the subject parcel and the surrounding area for multifamily development.
2. There are high density multifamily residential developments surrounding and adjacent to the subject parcel.
3. The overall zoning program is designed to be flexible yet supportive for the redevelopment of aging, redundant, or underutilized facilities.
4. Hilton Head Christian Academy intends to relocate to Bluffton and has made plans to do so.
5. The market has not shown desire for large institutional or commercial sites in this area of the Island.
6. The subject property could become an aging, redundant, or underutilized facility if it's not rezoned for appropriate uses that are in demand.
7. The overall zoning program guides development in accordance with the Town's Comprehensive Plan, which reflects future plans for the Town.
8. The proposed rezoning has been found to be consistent with the Town's Comprehensive plan per Criteria 1 of this report.
9. For consistency in land use patterns, it is appropriate for similar and compatible uses to be zoned together. The adjacent zoning districts suggest the future land use patterns for the area are intended to be residential.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.v.
2. The proposed rezoning is consistent with the overall zoning program as expressed in future plans for the Town because the proposed uses are institutional and multifamily residential, which would facilitate the sale and redevelopment of an aging site; the proposed uses are consistent with Town's Comprehensive Plan; and the proposed uses are consistent with the surrounding zoning for residential uses.

Summary of Facts and Conclusions of Law

Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO 16-2-103.C.3.a.vi):

Findings of Fact:

1. The subject parcel is currently zoned PD-1 Indigo Run and designated as a portion of Parcel 15-F on the current PUD Master Plan.
2. The proposed rezoning is only redefining the uses, height and densities for the subject parcel.
3. If the subject parcel is rezoned as proposed in this application, it will remain PD-1 Indigo Run.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.a.vi.
2. The proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts because the existing base zoning district will remain PD-1. Only the designated uses, height and density will change.

Summary of Facts and Conclusions of Law

Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO Section 16-2-103.C.3.a.vii):

Findings of Fact:

1. The subject property is currently zoned to allow commercial, institutional and public recreation uses.
2. The subject property has no frontage on the main arterial, no direct access to other commercial nodes and so would be a difficult location for a viable commercial development.
3. Commercial retail and non-retail development at the currently allowed densities would not be complimentary to the adjacent residential developments.
4. Developing multifamily residential in this location would be compatible with the adjacent residential developments.
5. With a low demand for institutional spaces on the island, the continued use of the existing school facility after HHCA has relocated to Bluffton does not appear to be viable. The school is relocating because a majority of the student population commutes to the Island for school. There is little market for the subject parcel to remain an institutional use.
6. There is a demand for housing on the Island that could support the proposed development more-so than the other currently permitted uses.
7. A large vacant tract adjacent to the property owned by the Town is zoned PR and could support public recreation should the need arise for the area. Removing the public recreation zoning from the permitted uses for the subject property would not depreciate the opportunities for recreation in the area.

Conclusions of Law:

1. This application **meets the criteria** in LMO Section 16-2-103.C.3.a.vii.
2. The rezoning of the subject property would allow it to be put to a reasonably viable economic use because a residential use is more compatible with the

surrounding uses and does not present an economic challenge like nonresidential uses might for this location.

Summary of Facts and Conclusions of Law

Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate, and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO Section 16-2-103.C.3.a.viii):

Findings of Fact:

1. Gardner Drive is a minor arterial as defined by the LMO.
2. The Town's multi-use pathway follows Gardner Drive and is accessible from the subject parcel.
3. There is infrastructure for storm water and drainage currently in place on the property that may require some on-site improvements to support a 300-unit residential development.
4. Water and sewer service, as well as electricity service exist and will continue to be available. See Attachment H, Exhibits M and M-1 for "will-serve" letters from Hilton Head PSD, Palmetto Electric and Hargray for a 300 unit development on the subject property.
5. The proposed multifamily residential density of 300 units may require the developers to provide a Traffic Impact Analysis Plan for permitting as required by the LMO.
6. Hilton Head Island Fire Rescue has the capability to immediately access the subject property.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.viii.
2. The proposed rezoning would result in development that can be served by all typically available, adequate and suitable public facilities for properties in the Town of Hilton Head Island due to the existing infrastructure on the site.

Summary of Facts and Conclusions of Law

Criteria 9: Is appropriate due to any changed or changing conditions in the affected area (LMO Section 16-2-103.C.3.a.ix):

Findings of Fact:

1. Within a half-mile of the subject property, there are several existing commercial retail and non-retail developments.
2. In the vicinity of the subject parcel, there are several residential developments and neighborhoods.
3. There is a demonstrated need for more housing on the Island.
4. As there are fewer long-term multifamily residences than single-family residences on the island, there is a demonstrated need for more diverse housing on the Island.
5. As existing commercial areas in the vicinity are vacant, in need of redevelopment,

or are being redeveloped, there is no demonstrated need for new commercial development in this area.

6. There are several new residential neighborhoods being developed on the Island, but they are mostly single-family attached or detached subdivisions, which does not provide diverse housing in terms of price and square footage.
7. HHCA is moving to Bluffton and completely vacating the existing school facility.

Conclusions of Law:

1. This application **meets the criteria** in LMO Section 16-2-103.C.3.a.ix.
2. The proposed zoning is appropriate due to the changing conditions in the affected area. Hilton Head Christian Academy is relocating and vacating the school facility.
3. The proposed multifamily residential use is appropriate for the area as it will offer a more diverse housing opportunity that meets a demonstrated need.

LMO Official Determination

The LMO Official determines that this application **is consistent with the Comprehensive Plan and serves to carry out the purposes of the LMO** as based on the Findings of Fact and Conclusions of Law as determined by the LMO Official and enclosed herein.

The LMO Official recommends that the Planning Commission recommend **APPROVAL** of this application to Town Council with the following condition:

1. A Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines.

Note: If the proposed amendment is approved by Town Council, such action shall be by ordinance to amend the Official Zoning Map. If it is denied by Town Council, such action shall be by resolution.

PREPARED BY:

TL

Taylor Ladd

Senior Planner

February 13, 2019

DATE

REVIEWED BY:

ND

Nicole Dixon, CFM

Development Review Administrator

February 13, 2019

DATE

REVIEWED BY:

TL

Teri Lewis, AICP

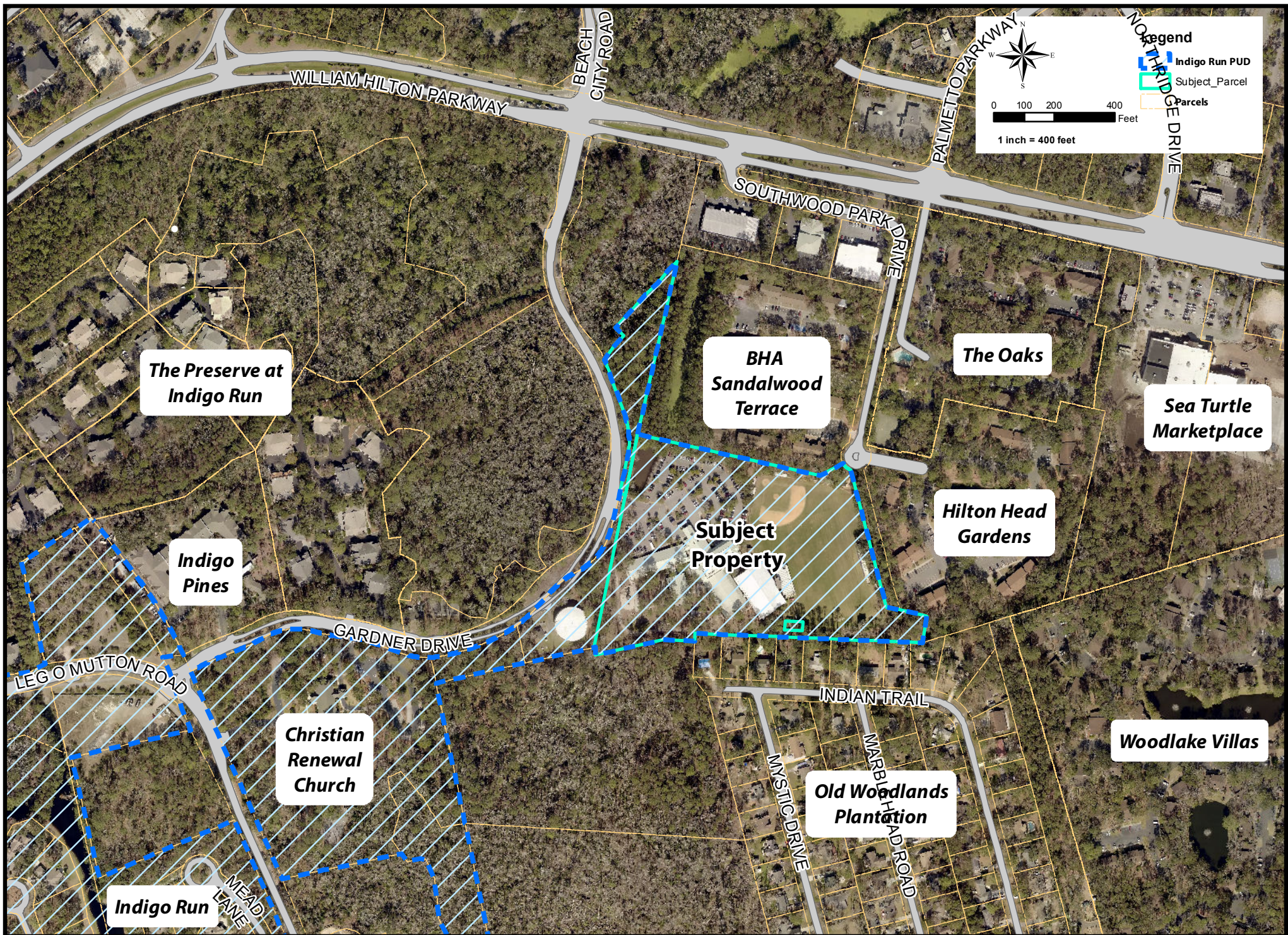
LMO Official

February 13, 2019

DATE

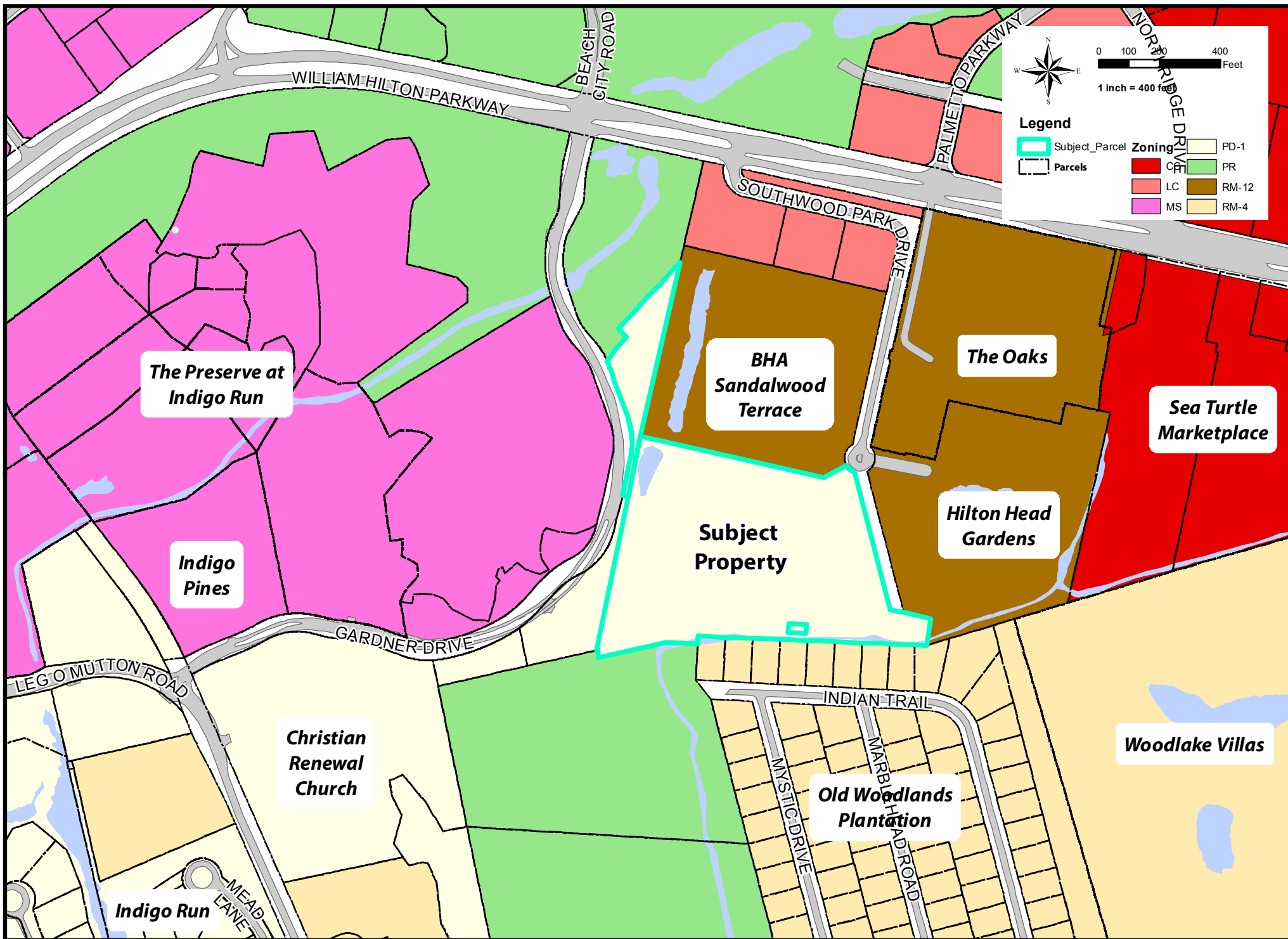
ATTACHMENTS:

- A) Vicinity Map
- B) Zoning Map
- C) LMO Use Table for PD-1
- D) Subject Property Aerial Imagery
- E) Boundary Survey
- F) Indigo Run PUD Master Plan circa 2000
- G) Current Indigo Run PUD Extents as of 2014 Zoning Map Adoption
- H) Applicant Narrative with Exhibits A through M-1
- I) Other Site Exhibits Provided by Applicant
- J) Setbacks and Buffers for Existing and Proposed Uses on the Subject Property
- K) LMO Table 16-5-103.F, Buffer Types



55 Gardner Drive and Vicinity

ZA-000097-2019



55 Gardner Drive Zoning

ZA-000097-2019

Attachment C

Town of Hilton Head Island Municipal Code

Title 16: Land Management Ordinance, Section 16-3-105.K

PD-1 Planned Development Mixed-Use District

1. Purpose

The purpose of the Planned Development Mixed-Use (PD-1) District is to recognize the existence within the Town of certain unique **Planned Unit Development s** (PUDs) that are greater than 250 acres in size. Generally, these PUDs have served to establish the special character of Hilton Head Island as a high quality resort and residential community. It is the intent in establishing this district to allow the continuation of well-planned **development** within these areas. In limited situations, some commercially planned portions of PUDs are placed within other base districts to more specifically define the types of commercial **uses** allowed.

2. Included PUDs and Master Plans

The following PUDs are included in the PD-1 District and their Town-approved Master Plans—including associated text and any subsequent amendments—are incorporated by reference as part of the **Official Zoning Map** and the text of this LMO. Amendments to these Master Plans and associated text shall be in accordance with Sec. 16-2-103.D, Planned Unit Development (PUD) District.

1 Hilton Head Plantation

6 Port Royal Plantation (and surrounds)

2 Indigo Run

7 Sea Pines Plantation

3 Long Cove Club

8 Shipyard Plantation

4 Palmetto Dunes Resort

9 Spanish Wells Plantation

5 Palmetto Hall Plantation

10 Wexford Plantation

3. Principal Uses Restricted by Master Plan

The Master Plans and associated text, as approved and amended by the Town, establish general permitted **uses** for the respective PUDs, except as may be modified by an **overlay zoning district**. Undesignated areas on these Master Plans shall be considered as **open space**.

The following **uses** are restricted to locations where a Town-approved Master Plan or associated text specifically states such **uses** are permitted. In addition, the **use**-specific conditions referenced below shall apply to any new such **use** or change to the site for any existing such **use**.

		USE-SPECIFIC CONDITIONS	MINIMUM NUMBER OF OFF-STREET PARKING SPACES
Public, Civic, Institutional, and Educational Uses			
Telecommunication Towers, Monopole	PC	Sec. 16-4-102.B.2.e	1
Resort Accommodations			

Attachment C

Interval Occupancy	P		1 bedroom	1.4 per du
			2 bedrooms	1.7 per du
			3 or more bedrooms	2 per du
Commercial Recreation Uses				
Outdoor Commercial Recreation Uses Other than Water Parks	PC	Sec. 16-4-102.B.5.b	See Sec. 16-5-107.D.2	
Commercial Services				
Adult Entertainment Uses	SE	Sec. 16-4-102.B.7.a	1 per 100 GFA	
Animal Services	PC	Sec. 16-4-102.B.7.b	1 per 225 GFA	
Convenience Stores	PC	Sec. 16-4-102.B.7.d	1 per 200 GFA	
Liquor Stores	PC	Sec. 16-4-102.B.7.g	1 per 200 GFA	
Nightclubs or Bars	PC	Sec. 16-4-102.B.7.h	1 per 70 GFA	
Tattoo Facilities	PC	Sec. 16-4-102.B.7.k	1 per 200 GFA	
Vehicle Sales and Services				
Auto Rentals	PC	Sec. 16-4-102.B.8.a	See Sec. 16-5-107.D.2	
Auto Sales	P		See Sec. 16-5-107.D.2	
Gas Sales	PC	Sec. 16-4-102.B.8.d		
Towing Services or Truck and Trailer Rentals	P		1 per 200 GFA of office or waiting area	
Watercraft Sales, Rentals, or Services	PC	Sec. 16-4-102.B.8.e	1 per 200 GFA	
Other Uses				
Boat Ramps , Docking Facilities , and Marinas	PC	Sec. 16-4-102.B.10.a	1 per 200 GFA of enclosed floor space not used for storage + 1 per 3 wet slips + 1 per 5 dry storage slips	
4. Development Area Densities				
MAX. DENSITY (PER NET ACRE)		LOT COVERAGE		
Site specific densities shall not exceed the density limits established in approved Master Plans and associated text, except as may be modified by an overlay zoning district . Where the approved Master Plans and associated text do not establish a density limit, site specific densities shall not exceed 10,000 GFA per net acre .		Max. Impervious Cover in Areas without Restricted Access and Open to the Public	40% - Residential	
			65% - Nonresidential	
		Max. Impervious Cover in Areas with Restricted Access	Shall not cause overall impervious cover for the PUD in that PD-1 District to exceed 45%	

Attachment C

			Min. <i>Open Space</i> in Areas without Restricted <i>Access</i> and Open to the Public	50% - Residential
				25% - Nonresidential
			Min. <i>Open Space</i> in Areas with Restricted <i>Access</i>	Shall not cause overall <i>open space</i> for the PUD in that PD-1 District to be less than 55%
MAX. BUILDING HEIGHT			Min. <i>Open Space</i> for Major Residential <i>Subdivisions</i>	16%
All <i>Development</i>	75 ft			
USE AND OTHER DEVELOPMENT STANDARDS				
See Chapter 16-4: Use Standards, Chapter 16-5: Development and Design Standards, and Chapter 16-6: Natural Resource Protection.				
TABLE NOTES: P = Permitted by Right; PC = Permitted Subject to Use-Specific Conditions; SE = Allowed as a Special Exception; du = <i>dwelling units</i> ; sf = square feet; GFA = <i>gross floor area</i> in square feet; ft = feet; n/a = not applicable				



55 Gardner Road 2017 Aerial Image

ZA-000097-2019



55 Gardner Road 2017 Aerial Image View North

ZA-000097-2019

GARDNER DRIVE

© 2017 Pictonometry

55 Gardner Road 2017 Aerial Image View South

ZA-000097-2019

02/14/2017





55 Gardner Road 2017 Aerial Image View East

02/14/2017

ZA-000097-2019

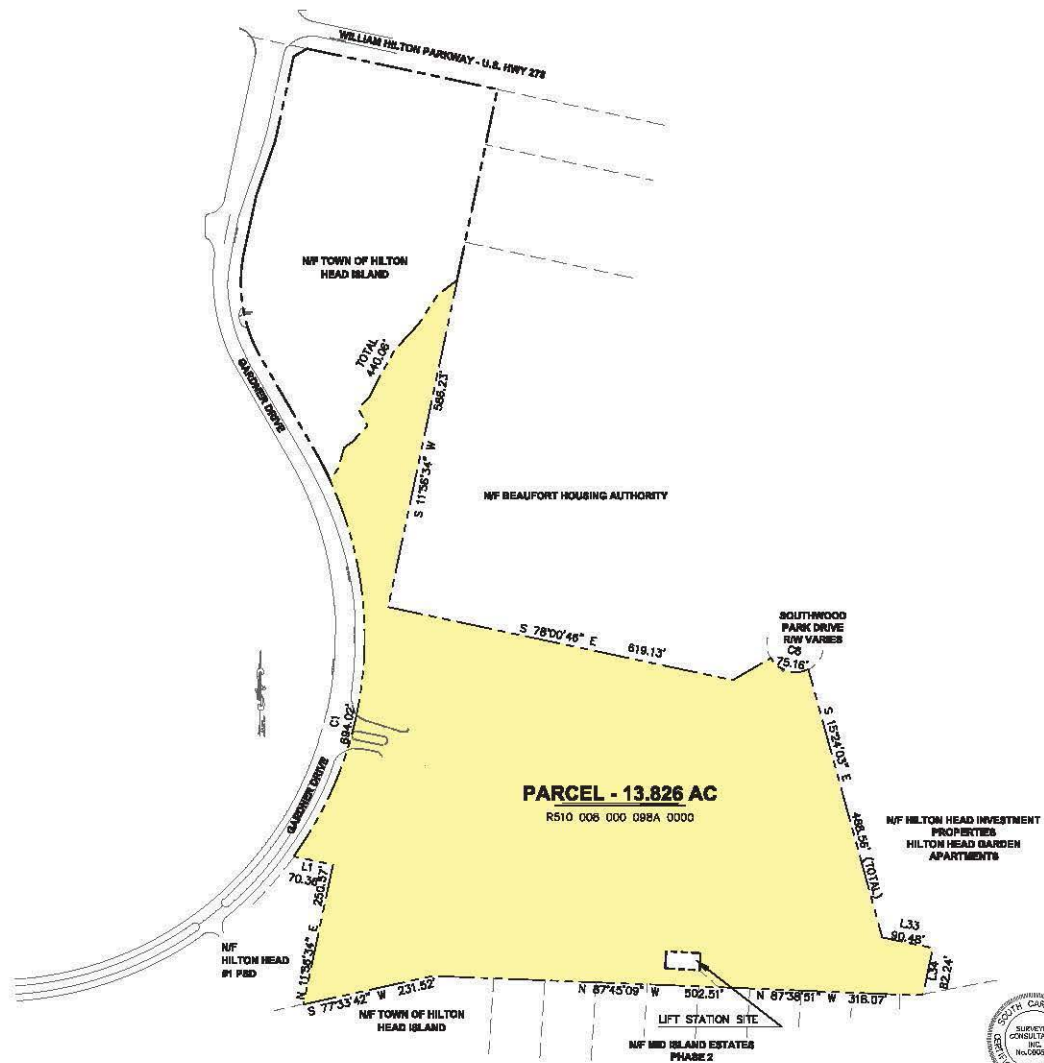


55 Gardner Road 2017 Aerial Image View West

03/04/2017

ZA-000097-2019

Attachment E_



AERIAL, BOUNDARY,
 TREE & TOPOGRAPHIC
 SURVEY OF
 PARCELS A & B
 HILTON HEAD CHRISTIAN ACADEMY
 GARDNER DRIVE &
 WILLIAM HILTON PARKWAY
 A SECTION OF
 HONEY HORN PLANTATION &
 PARCEL II, INDIGO RUN PLANTATION
 HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA
 SCALE: 1" = 50' DATE: 12/8/2008 JOB NO: 080490
 REVISED 03/06/2007: ADDITIONAL TREE AND TOPO INFO ADDED
 REVISED 08/24/2008: UPDATED SURVEY
 SURVEYING CONSULTANTS

 2712 Kensington, Ocean City, SC 29566, P: 843/681-8100
 6A Peninsula, OCEAF, 601 E. Highway 17, OCEAF, 601 E. Highway 17
 OCEAF, 601 E. Highway 17, OCEAF, 601 E. Highway 17

PO Box 23906 ■ Hilton Head Island, SC 29925
843.561.8873 ■ Fax 843.687.7086 ■ www.woodlandpartners.com

Attachment F.

Indigo Run Master Plan

Hilton Head Island, South Carolina

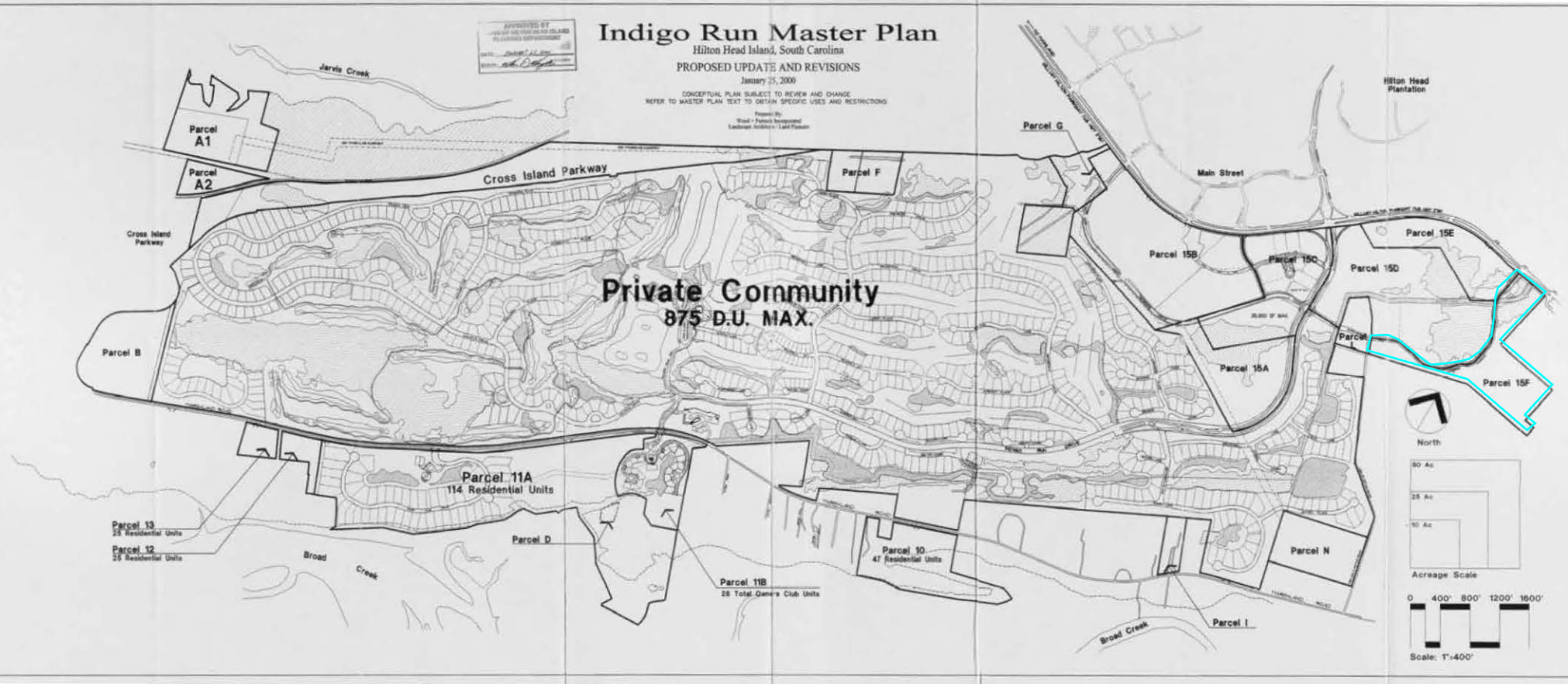
PROPOSED UPDATE AND REVISIONS

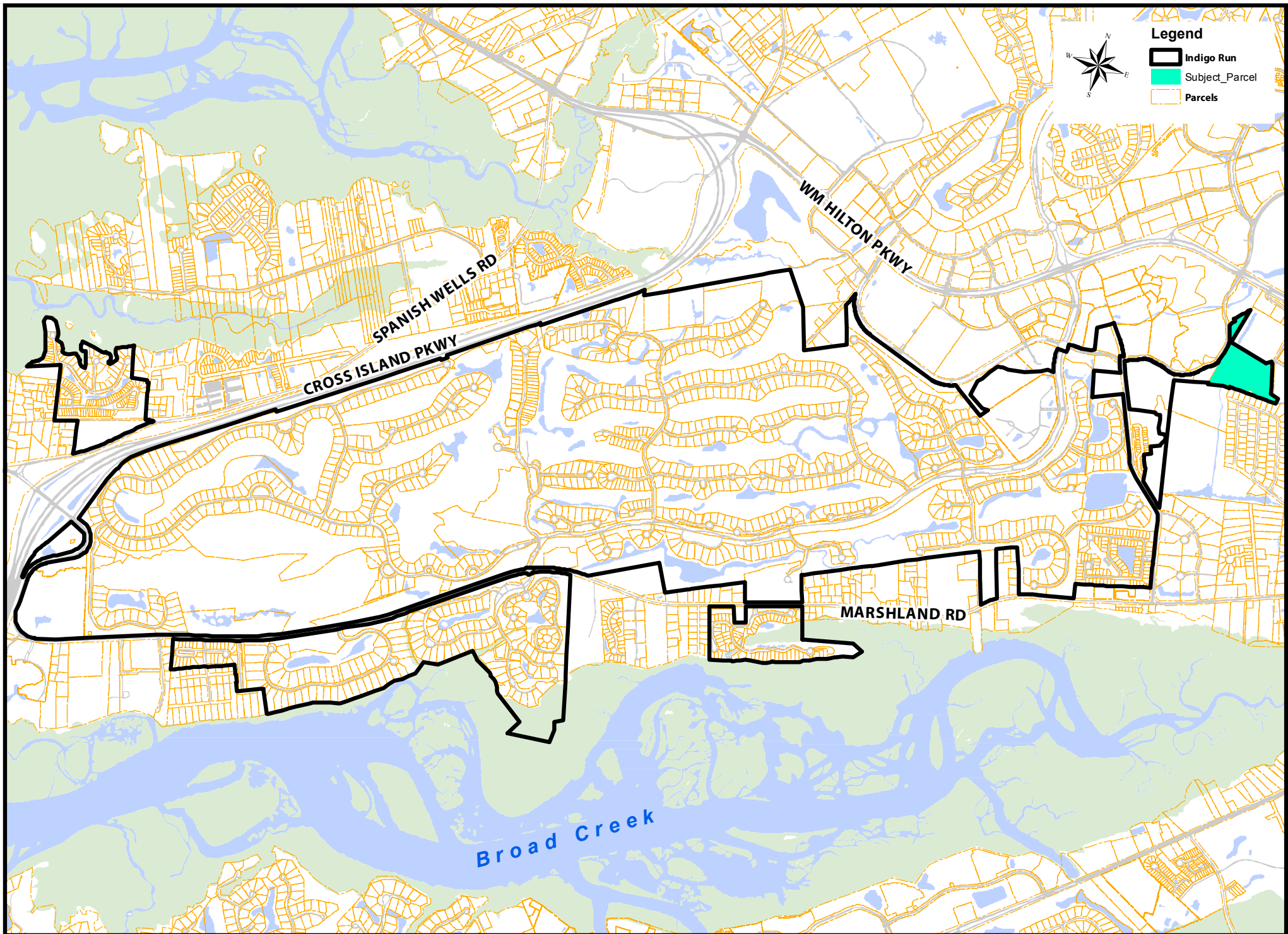
January 25, 2000

CONCEPTUAL PLAN SUBJECT TO REVIEW AND CHANGE
REFER TO MASTER PLAN TEXT TO OBTAIN SPECIFIC USES AND RESTRICTIONS

Prepared By:
Black & Veatch Incorporated
Landscape Architects & Land Planners

Private Community
875 D.U. MAX.





STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF BEAUFORT)
)
)
)

BEFORE THE PLANNING COMMISSION
OF THE
TOWN OF HILTON HEAD ISLAND, SC
IN RE: ZA-000097-2019

**NARRATIVE SUPPLEMENT
TO
THE APPLICATION FOR ZONING MAP AMENDMENT
BY
SPANDREL DEVELOPMENT PARTNERS, LLC
REGARDING
55 GARDNER ROAD, HILTON HEAD ISLAND, SC**

This Narrative Supplement is submitted with and is to be incorporated in and comprise a part of the Application for Zoning Map Amendment (the “**Application**”) of Spandrel Development Partners, LLC (the “**Applicant**”). This Narrative is submitted to the Planning Commission and the Town Council of the Town of Hilton Head Island, South Carolina (the “**Town**”) to describe the reasons for the Application and how the Application meets the criteria of Section 16-2-103.C.3 of the Town’s Land Management Ordinance (the “**LMO**”) as required by Section 16-2-103.C. of the LMO.

I. INTRODUCTION.

A. PROPERTY DESCRIPTION.

The owner of the property which is the subject of this Application is the Hilton Head Christian Academy (the “**Owner**”). The real property that is the subject of this Application consists of: (i) that certain 12.16 acre parcel of real property, more or less, with improvements located thereon, known as “Parcel A” shown and depicted on that certain plat of survey entitled “Boundary Recombination Survey of Parcels A & B, Hilton Head Christian Academy, Gardner Drive & William Hilton Parkway, Revised Parcel B, Gardner Drive and William Hilton Parkway”, dated May 22, 2006, prepared by Surveying Consultants, Terry B. Hatchel, SCRLS #11059 and recorded in the ROD in **Plat Book 115 at Page 192**; (ii) that certain 0.193 acre parcel of real property, more or less, with improvements located thereon shown and depicted on that certain plat of survey entitled “Boundary Recombination Plat of 0.193 Acres, Gardner Drive”, dated June 9, 2009, prepared by Surveying Consultants, Terry B. Hatchel, SCRLS #11059 and recorded in the ROD in **Plat Book 128 at Page 79**, and (iii) that certain 1.473 acre parcel, more or less, with improvements thereon known as “Revised Parcel B” shown and depicted on that certain plat of survey entitled

“Boundary Recombination Survey of Revised Parcel B, Gardner Drive and William Hilton Parkway”, dated June 10, 2009, prepared by Surveying Consultants, Terry B. Hatchel, SCRLS #11059 and recorded in the ROD in **Plat Book 128 at Page 102**, which real property is designated in the Beaufort County property tax records as: TMS District 510, Map 8, Parcel 98A, (collectively the “**Property**”)¹. The Applicant submits this Application requesting the approval of an amendment to the Town’s official zoning map described in Section 16-2-103.C of the LMO, in order to change the allowed use and density authorized under the base zoning district applicable to the Property².

B. BACKGROUND.

The Owner acquired the Property pursuant to a deeds dated January 3, 1989, September 30, 1998 and June 12, 2009 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina (the “**ROD**”) in **Book 521 at Page 2073** (12.16 acres), **Book 2739 at Page 10** (6.22 acres identified as Parcel II on Plat recoded in the ROD in **Plat Book 54 at Page 187**) and **Book 2857 at Page 956** (0.193 Acres), respectively.³ Parcel II was also identified on a survey entitled “Boundary Recombination Survey of Parcels A & B, Hilton Head Christian Academy, Gardner Drive and William Hilton Parkway” dated May 22, 2006, prepared by Surveying Consultants, Terry B. Hatchel, SCRLS #11059 and recorded in the ROD in **Plat Book 115 at Page 192**. This survey reconfigured Parcel II by creating a new boundary line and contained a note thereon that appears to reserve density of 4.807 acres for future development of the Property (the “**Density Reservation**”).⁴ A 4.747 acre portion of Parcel II was subsequently sold to the Town which subsequently constructed sidewalks and other public improvements thereon.

The Property is the current campus for the Hilton Head Christian Academy (“**HHCA**”), a school serving Pre-K through 12th grade, such use is included in the general use category of “*Public, Civic, Institutional, and Education Use*”⁵. HHCA has acquired a parcel of real property on the Buckwalter Parkway in the Town of Bluffton and has permitted, engineered, designed and planned the

¹ A combined acreage of 13.826 acres, more or less.

² Planned Development Mixed Use District (PD-1) Indigo Run PD-1. See Zoning Confirmation Letter dated January 17, 2019 attached hereto as Exhibit “A” and made a part hereof.

³ See copy of deeds, attached hereto as Exhibit “B”, Exhibit “B-1”, and Exhibit “B-2” and made a part hereof.

⁴ See copy of survey, attached hereto as Exhibit “C” and made a part hereof.

⁵ See Section 16-10-103.B.2. of the LMO.

construction of a new campus at that site (the “**HHCA Bluffton Campus**”)⁶. The Applicant has contracted to purchase the Property from HHCA contingent upon the approval of this ZMA and successful permitting for the Intended Use. Funding for the construction of the HHCA Bluffton Campus in large part is from the purchase price to be paid for the Property.⁷

The Property is accessed via a 60’ wide public right of way owned by Beaufort County, South Carolina known as “**Gardner Drive**”⁸ a “minor arterial street”⁹ The Property is bounded to the north by a 10 acre parcel of improved real property owned by the Beaufort Housing Authority containing 13 multifamily apartment buildings and associated parking and improvements. The Property is bounded to the northeast by a 10.3 acre parcel of improved real property owned by the Barnett Group, Inc., known as the Oaks Horizontal Property Regime, consisting of 15 multifamily buildings. The Property is bounded to the east by a 10 acre parcel of improved real property owned by Hilton Head Investment Property, known as Hilton Head Gardens, consisting of 9 multifamily buildings. The Property is bounded to the south by the Mid-Island Subdivision with lots backing up to the Property along Indian Trail.¹⁰

The Property, together with the Beaufort Housing Authority parcel, the Oaks HPR parcel and the Hilton Head Gardens apartment property were a part of a larger 50 acre tract of land subdivided by the Hilton Head Company in 1972 and when sold made subject to deed restriction limiting the use to “semi-residential purposes only” which is defined in said deed restriction as “buildings in the nature of multiple-unit apartment houses, condominium units, and any accompanying facilities, such as swimming pools...”¹¹ The rights of the Hilton Head Company as “declarant” under these deed restrictions relative to the Property were conveyed to and are held by the Owner.¹²

⁶ See copy of deed, attached hereto as Exhibit “D” and made a part hereof and Bluffton Campus master plan attached hereto as Exhibit “E” and made a part hereof.

⁷ See copy of letter from the Board of Directors for the HHCA attached hereto as Exhibit “F” and made a part hereof.

⁸ See print out from Beaufort County Assessor’s on line records dated 1-14-2019 attached hereto as Exhibit “G”.

⁹ See Section 16-5-105.B. of the LMO - “Street Hierarchy”.

¹⁰ See Aerial Photo of Property, attached hereto as Exhibit “H”.

¹¹ See Deed recorded in ROD in Book 207 Page 839 attached hereto as Exhibit “I” and made a part hereof.

¹² See Assignment of Rights recorded in ROD in Book 521 Page 2090 attached hereto as Exhibit “J” and made a part hereof.

Section 16-3-105.O of the LMO describes the PD-1 zoning district, the stated purpose of which is to recognize the existence within the Town of certain unique planned unit developments (“**PUDs**”) of greater than 250 acres in size. This section of the LMO provides that the PD-1 zoning district “serves to establish the special character of Hilton Head Island as a high quality resort and residential community” the intent of the PD-1 zoning district is to allow the “continuation of well planned development”¹³. The approved uses of the Property and its associated density are limited and are related to a need that is not viable nor desired.

The Applicant has four apartments projects in the downtown historic district in Charlestown and another on Bay Street in downtown Savannah. All are quality residential apartment developments and the Applicant proposes that the Project will be the same. All the Applicant’s southeast apartment development projects are privately funded and typically held for investment once completed.

II. PROPOSAL AND REQUEST.

A. PROPOSED REDEVELOPMENT PROJECT.

The Applicant proposes to redevelop the Property into a high quality, aesthetically-pleasing multi-family apartment community consisting of 300 residential apartments and associated parking and infrastructure and amenities (the “**Project**”). The Project proposes development of a mix of apartments from studio apartments of approximately 500 square feet through and up to 3 bedroom apartments of approximately 1800 square feet. An array of six buildings are anticipated but the final site design and layout has yet to be fully designed. Amenities proposed may include a pool, outdoor seating and recreation areas, a clubhouse and fitness center, outdoor tennis and pickle ball courts as well as barbecue areas and fire pits. Approximately 60 apartments will have closed door garage spacing under and behind those buildings with garage parking. While the Indigo Run PD-1 District has a maximum height of 75 feet, the Project proposes a reduction in height with a maximum height of 55 feet.

The Applicant proposes, as a condition of the Zoning Map Amendment, that the Project be restricted by prohibiting short term rentals. For the purpose of the Application, short term rental is intended to be a rental term of less than three months without the prior approval of the Town.

¹³ See Section 16-3-105.K of the LMO.

B. PROPOSED DENSITY AND USE.

The current density of the Property is and consists of approximately 16,424 square feet of classroom buildings and 28,996 square feet of gymnasiums and associated infrastructure together with sports and athletic fields, bleachers and facilities for a total institutional density of 45,420 square feet. The facilities and improvements existing on the Property were designed for Educational use. The Property is identified as Parcel 15-F of the Indigo Run PD-1 zoning district with existing designated uses being Commercial, with density not to exceed 10,000 square feet per net acre for retail, or 20,000 square feet for non-retail which yields 138,260 square feet for retail and 276,520 square feet for non-retail commercial use, respectively. Allowed uses also include Institutional, not to exceed 10,000 square feet per net acre and Public Recreation use.¹⁴ This Application seeks to change the approved use and density for the Property by deleting the Commercial uses and density and allow residential multifamily¹⁵ use with density for 300 residential apartments or Institutional use with density not to exceed 10,000 square feet per net acre. The Property consists of 13.83 acres. Even if the Density Reservation is not applied, the proposed density is 21 units per acre which is less than the two most recent zoning map amendments in Town PD-1 Districts.

The Applicant's proposed residential multifamily density is similar to the zoning map amendment to the Palmetto Dunes PD-1 for the redevelopment of Shelter Cove Towne Center. In 2015 the Town approved a zoning map amendment for the Palmetto Dunes PD-1 District¹⁶ to provide for, among other matters, 300,000 square feet of commercial density and two apartment buildings. The first apartment building (East #1), which is completed, consists of 136 apartments on a 4.97 acre parcel for a density count of 27.4 units per acre. The second apartment building (East #2), currently under construction, was approved for 104 apartments on a 4.44 acre parcel for a density count of 23.4 units per acre.

The residential density requested for the Project is well below the comparable Shelter Cove Towne Center residential density count. Furthermore, if the density reserved in the Density Reservation is added the acreage for the density calculation would be 18.637 acres ($13.83 + 4.807 = 18.637$)

¹⁴ See Indigo Run Master Plan revised January 25, 2000 attached hereto as Exhibit "K" and made a part hereof and Town Ordinance No. 2000-01, Chart I, Definitions, attached hereto as Exhibit "K-1" and made a part hereof

¹⁵ See Section 16-10-103.A.2. of the LMO.

¹⁶ ZMA – 001190-2015.

resulting in residential density count of just over 16 residential units per acre. In any event, the proposed density is less than that of the apartments approved in the analogous Shelter Cove Towne Center redevelopment.

III. REZONING CRITERIA.

A. In Accordance with the Comprehensive Plan.

Natural Resources Vision. *The Natural Resources vision of the Comprehensive Plan instructs the Town to protect Hilton Head Island's diverse natural resources, which are pivotal to the economic well-being of the community and the high quality of life on Hilton Head Island.*¹⁷

The Applicant is seeking to amend the Indigo Run PD-1 District by changing the permissible use for the Property by adding "Multifamily" (as that term is defined in the LMO) and corresponding density of 300 residential units necessary to make such change in use successful. Once the rezoning is approved, the Applicant proposes the complete redevelopment of the Property as described in the Application. The existing development on the Property is non-conforming in a number of areas related to the *Natural Resources Vision of the Comprehensive Plan*, including storm water treatment, landscaping areas and trees. The proposed redevelopment contemplates removal of the existing buildings, pavement, and other structures on the Property. The redevelopment of the Property proposed by the Applicant also contemplates a number of improvements, which improvements are consistent with the goals and implementation strategies described in the *Natural Resources Vision of the Comprehensive Plan*.

The Applicant's proposed redevelopment contemplates that it will meet or exceed all current storm water and site development requirements of the LMO and Town Building Codes and ordinances. There are not additional variances or requests from applicable development codes or standards in this Application or anticipated for the Project.

¹⁷ See July 18, 2017 Comprehensive Plan, Page 21.

Attachment H

Furthermore, the Property is largely devoid of any significant vegetation other than grass playing fields. The Applicant's Project proposes to landscape the Property with the installation of trees and other landscape materials, including a new upgraded irrigation system, which reduces the heat effect of the site and also furthers the goals described in the *Natural Resources Vision of the Comprehensive Plan*.

Moreover, the existing and historic use of the Property as a school creates significant traffic on U.S. Highway 278, the bridges to Hilton Head Island, and Gardner Drive. A large portion of the school students commute from the mainland. The Applicant has commissioned a traffic analysis which will be submitted as soon as it is received. It is anticipated that the traffic study shall show that the amount and timing of the traffic patterns produced by a multifamily use will be greatly improved as compared to the current traffic flow produced by the school use. That use produced morning, afternoon or event specific high volumes of traffic which will cease. The residential multifamily use produces a greatly reduced volume spread out over the course of the day.

Furthermore, the Project provides new and different housing type and stock which, as evidenced by the success of the Shelter Cove Towne Center Project is in great demand. Providing opportunity for housing in the Town within reach of middle income wage earners results in a significant reduction in the volume of motor vehicle traffic entering and impacting Hilton Head Island as many of those commuters have the opportunity to work and live in the Town. The Property is approximately 3/4 of a mile to the Hilton Head Hospital campus. The project proposes the opportunity for quality housing for many of the nearly 1000 employees of the hospital.¹⁸

Furthermore, the Project supports the goal of the Natural Resources Vision to promote sustainable development. Sustainable development "is development that meets the needs of the present without compromising the ability of future

¹⁸ See letter from Jeremy Clarke, CEO of the Hilton Head Hospital, attached hereto as Exhibit "L" and made a part hereof.

generations to meet their own needs.¹⁹ The mix of housing types proposed in the Project support this goal as it provides housing for young workers and families just starting a career or work in the Town as well as empty-nesters who have reached a point in their lives where they desire to reduce the maintenance and upkeep responsibilities of home ownership and enjoy the freedom and flexibility provided by apartment living in a quality residential setting.

The Project contemplates a complete redevelopment of the Property, in order to create an economically viable use of an existing site that has already been developed and improved. The Project reduces traffic impacts, will increase the amount of landscaped areas and trees, and promotes sustainable development and the proposed change in use is therefore consistent with the *Natural Resources Vision of the Comprehensive Plan*.

2. **Population Vision.** *The Population Vision of the Comprehensive Plan seeks to maintain a diverse population in the Town of Hilton Head Island, which is given the opportunity to be well-educated, financially secure and enjoy a high quality of life.*²⁰

The change in use proposed by the Applicant is consistent with the *Population Vision of the Comprehensive Plan* as it provides additional residential mix of housing facilities and serves to support the existing and future population of the Town as it ages as well as provides opportunities for young people to live in the Town rather than live on the mainland and commute to the Town.²¹

As more particularly detailed and described in Part 4.3 of the *Population Vision of the Comprehensive Plan*, the data compiled by the Town supports the general perception that although the Town's population includes all age groups, the Town has a higher than average percentage of older adults and retirees, and its population has grown progressively older from 1975 to 2010.²²

¹⁹ See July 18, 2017 Comprehensive Plan, Page 28.

²⁰ See July 18, 2017 Comprehensive Plan, Page 35.

²¹ See July 18, 2017 Comprehensive Plan, Page 42.

²² See Section 4.3: "Age Distribution", Page 40 of the July 18 2017 Comprehensive Plan.

Furthermore, the Project directly supports the *Population Vision of the Comprehensive Plan*'s stated concern and recommendation that "[p]rovisions that allow for aging in place should be considered, especially as the population percentage of people over the age of 65 in the Town continues to grow. These include additional medical and health care services, transportation, and mobility and access to appropriate services."²³ The Project proposes the development of a "next step" in the aging process for our citizens. As Town citizens age many have less need or desire for a single family residence. The Project provides the opportunity for a safe, quality apartment in the Town where others are responsible for maintenance, repair and upkeep and the residents have the ability to come and go as they please.

Furthermore, the *Population Vision of the Comprehensive Plan* notes that population projections for the Town are estimated to be between 3.3% and 1% per year. Accordingly, as the existing planned unit developments approach build out, other property in the Town needs quality projects to be developed or redeveloped with density to support the increases in population.²⁴

Section 4.3 of the *Population Vision of the Comprehensive Plan* provides "[a]vailable and current data demonstrate that the population of the Town of Hilton Head Island has progressively grown older over the time span from 1975 to 2010 (Table 4.7, Age Distribution: 2010 Town, County, and State). During this period of rapid population growth, the Town has decreased steadily in the percentage of the population which is under 25 (down 17.4% between 1975 and 2010), while increasing in most categories above the 25 to 44 year old range. The greatest share increase of one age category has been the increase in the 65 and older category from 9.9% in 1975 to 28.9% in 2010. These changes in the age composition of the population should not be viewed in terms of a declining number of young people on the Island. The data simply indicate that as the total permanent population of the Town has grown at a fast rate over the time span from 1975 to 2010, the

²³ See Section 4.3: "Implications for the Comprehensive Plan", Page 40 of the July 3, 2012 Comprehensive Plan.

²⁴ See Section 4.2: "Population Projections" July 18, 2017 Comprehensive Plan.

percentage share of that population growth in the older age groups has increased. This means that these age groups are growing at a faster rate than younger age groups. A combination of the continued influx of retirees to Hilton Head Island and the national trend of the aging baby-boomer population has contributed to this trend.²⁵ However, the lack of affordable quality housing in the Town contributes to the decision by many younger adults to live on the mainland and commute to the Town for work. The Project proposes development of a quality apartment project located within walking or biking distance to many business including the Hilton Head Hospital campus, Main Street and Indigo Run commercial areas as well as the public school campus. The Project thereby supports the *Population Vision of the Comprehensive Plan*, as it provides housing opportunities for young adults who work and desire to live on Hilton Head.

The Project requires new residential density but is supportive of the *Population Vision of the Comprehensive Plan*, as it provides opportunities for enhanced quality of life and facilities that allow enable existing residents the opportunity to remain on Hilton Head Island and age in place and for new residents. The proposed change in use is therefore consistent with the *Population Vision of the Comprehensive Plan*.

3. **Housing Vision.** *The Housing Vision of the Comprehensive Plan seeks to promote and facilitate entrepreneurial housing initiatives that will result in the development of diverse housing types for all income levels on Hilton Head Island and to support affordable housing initiatives to supplement housing on Hilton Head Island.*²⁶

The Applicant's proposed use of the Property implicates the *Housing Vision of the Comprehensive Plan*. Part 5 of the *Housing Vision of the Comprehensive Plan* states that the "ultimate goal of planning for housing activities and programs on the Island is to increase housing opportunities that meet the needs of existing and

²⁵ See Section 4.3: "Age Distribution", Page 40 of the July 18 2017 Comprehensive Plan.

²⁶ See July 3, 2012 Comprehensive Plan, Page 50.

future populations as well as attract new investment to the community”.²⁷ The Applicant’s proposed use provides additional multifamily housing opportunities to address the decline in the number of multifamily housing units as compared to single family housing for the Town and its residents.²⁸ Implications for the Comprehensive Plan include the concept that while an increase in the total number of housing units contributes to the economic tax base for the Town, both the quantity as well as quality of the housing stock is maintained to sustain the current and future population and overall property values. As the amount of available land declines for new development, a diverse and high quality stock of housing opportunities must be maintained. The availability of various housing types is important for the viability of the housing market to accommodate the diverse needs of the Island’s population.²⁹

The use proposed by the Applicant provides the availability of additional housing opportunities for Hilton Head Island’s residents. The proposed change in use is therefore consistent with the *Housing Vision of the Comprehensive Plan*.

4. **Community Facilities Vision.** *The Community Facilities Vision of the Comprehensive Plan encourages the Town to provide facilities for the residents and visitors of Hilton Head Island, which are maintained at the highest levels of service and efficiency consistent with facilities of a world class community.*³⁰

The Comprehensive Plan defines “Community Facilities” as “major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreation, and health systems and facilities”.³¹ The approval of this Application supports the Town’s Community Facilities and the vision related thereto in the Comprehensive Plan.

²⁷ See Part 5: “Housing”, “Introduction”, Page 52 of the July 18, 2017 Comprehensive Plan.

²⁸ See “Housing Types and Forms”, Page 54 of the July 18, 2017 Comprehensive Plan.

²⁹ See Section 5.2: “Implications for the Comprehensive Plan”, Page 56 of the July 18, 2017 Comprehensive Plan.

³⁰ See July 3, 2012 Comprehensive Plan, Page 62.

³¹ See Part 6, “Introduction”, Page 60 of the July 18, 2017 Comprehensive Plan.

The infrastructure for the use proposed in the Application, including roadways, sanitary sewer, solid waste, potable water, electricity, telephone and cable, is already in place, and shall continue to serve the Property. Storm water drainage systems shall be redeveloped and improved as part of the Project. The Project will be served by Hilton Head Island Public Service District #1 and Palmetto Electric Cooperative.³² The Applicant's proposed change in use supports and is consistent with the *Community Facilities Vision of the Comprehensive Plan*, as by providing additional housing opportunities, it reduces the volume of motor vehicle traffic entering and impacting the Town, thereby reducing the burden on the transportation network and road infrastructure.

5. **Economic Development Vision.** *The Economic Development Vision of the Comprehensive Plan seeks to define, foster and enhance the economic environment that sustains Hilton Head Island's unique way of life.*³³

The Project proposes the development of a high quality multi-family apartment living facilities, which provide significant economic benefits to the Town. The current approved use is not economically viable as the facility is no longer desired and may soon be vacant. The Applicant's proposed change in use provides the Town's residents with an additional mix of housing opportunities for both young adults and older residents seeking the opportunity to live in a quality low maintenance apartment on the Island. The Applicant is an experienced high quality apartment developer with solid financial resources. The Project when complete will be well managed and maintained as a successful business enterprise which contributes to a stable tax base, has little impact on the Town's Community Facilities, and is therefore consistent with the *Economic Development Vision of the Comprehensive Plan*.

6. **Land Use Vision.** *The Land Use Vision of the Comprehensive Plan seeks to ensure a high quality of life by planning for population growth, public*

³² See "will serve letters" from of HHI PSD #1 and Palmetto Electric Cooperative attached hereto as Exhibit "M" and Exhibit "M-1" and made a part hereof.

³³ See July 18, 2017 Comprehensive Plan, Page 91.

*and private development and redevelopment, and the proper distribution, location and intensity of land uses with adequate levels of services, while maintaining and protecting the natural resources, residential neighborhoods and the overall character of the Town.*³⁴

Rather than manage growth, the *Land Use Vision of the Comprehensive Plan* provides that “future policies should focus more on redevelopment strategies and should consider creative alternatives to traditional zoning classifications and regulations.”³⁵ The Applicant’s proposed change in use is a creative way to transform the Property from the current use and purposes for which it was designed and constructed which are no longer needed or desired, and therefore cause the Property to likely be considered not economically viable, to a use that would make private redevelopment of the Property a viable option. The Applicant’s proposed use for the Property is supported by the existing infrastructure on the Property and within the Town. The Property, while subject to a base zoning of PD-1, is not “behind the gates” of a PUD and is accessible by the public.

Furthermore, the Property has direct access to a minor arterial street and is adjacent to the north and east by three multi-family apartment developments. The existing density and allowed uses are not desired and opportunities for quality redevelopment for any of those uses are very unlikely. The proposed redevelopment represents quality planning and appropriate density and use, and proposes the redevelopment of existing development. The Applicant’s proposed change in use proposes a complete redevelopment of the Property, but shall not adversely impact or burden the natural environment and infrastructure, and is therefore consistent with the *Land Use Vision of the Comprehensive Plan*.³⁶

7. **Transportation Vision.** *The Transportation Vision of the Comprehensive Plan seeks to provide a safe, efficient, environmentally sound, aesthetically sensitive, and fiscally responsible transportation system*

³⁴ See July 18, 2017 Comprehensive Plan, Page 102.

³⁵ See July 18, 2017 Comprehensive Plan, Page 102.

³⁶ See Goals and Implementation Strategies, Section 8.11, Page 111.

which is integrated into the regional network to enhance quality of life for those living in, employed in, and visiting Hilton Head Island.³⁷

The Applicant's proposed use is consistent with and supports the *Transportation Vision of the Comprehensive Plan*. The existing use as a school campus from Pre-K the 12th grade is anticipated to contribute a higher volume of motor vehicle traffic on the roadway and transportation infrastructure of the Town and U.S. Highway 278, including the bridges to Hilton Head Island. Under the use proposed, traffic to and from the Property would not load as is currently the case a school. Rather, the multifamily residential apartment use is anticipated to produce a consistent but much lower volume of traffic. The Applicant is seeking residential density; however, the proposed change in use is anticipated to reduce the volume of motor vehicle traffic to and from the Property, as available in its current use and configuration. Furthermore, the Property is accessed via a minor arterial street and is supported by the existing roadway and transportation infrastructure. The change in use proposed by the Applicant has a significant positive impact on the Town's transportation system through reduction of traffic, and is therefore consistent with the *Transportation Vision of the Comprehensive Plan*.

8. **Recreation Vision.** *The Recreation Vision of the Comprehensive Plan seeks to enrich the quality of life for residents and visitors by providing diverse recreational facilities and programs which respond to changing needs of the population.³⁸*

The *Recreation Vision of the Comprehensive Plan* seeks to foster use and development of recreational facilities and programs, through both the Town's efforts and also through public and private recreational organizations. Such organizations promote leisure programs and activities as well as promote the rich cultural and natural resources of the Town. The Applicant's proposed change in use does not burden the *Recreation Vision of the Comprehensive Plan*. While the Project seeks a change in use and density, it is a redevelopment project which

³⁷ See July 3, 2012 Comprehensive Plan, Page 117.

³⁸ See July 18, 2017 Comprehensive Plan, Page 142.

provides some of its own recreational amenities and therefore not unfairly burden Town facilities. The Project does, however, provide an economically viable use for the Property when the existing uses and densities are not desired or needed. Moreover, the proposed change in use provides needed additional housing opportunities for the Town's residents, and is therefore consistent with the *Recreation Vision of the Comprehensive Plan*.

9. **Cultural Resources Vision.** *The Cultural Resources vision of the Comprehensive Plan provides that the Town of Hilton Head Island envisions a community where art, music, performances and the stories of its people enhance the experience for all residents and visitors through stewardship of its unique Cultural Resources and support of the community's distinctive character.*³⁹

An element of the *Cultural Resources Vision* is the development and maintenance of Community Character, through the use, among other items, design details that are characteristic of Island development.⁴⁰ As indicated above, the proposed design character of the apartment buildings and infrastructure will be similar to that of Shelter Cove Towne Center a recognized and well respected example of Island character.

B. **LMO REVIEW CRITERIA.**

1. **The proposed rezoning would allow a range of uses that are compatible with the uses allowed for other property in the immediate vicinity.**

The current use of the Property is not compatible with the surrounding residential uses. As described above, the Property adjacent to the north and east by other multi-family residential apartment developments. To the south is a single family residential development. The Project will have less noise, traffic, lighting and activity than the current use as a school and is an appropriate, nearly identical use to that of the adjacent properties. The Project's buildings and improvements will

³⁹ See July 18, 2017 Comprehensive Plan, Page 2.

⁴⁰ See Section 2.3 Community Character, July 18, 2017 Comprehensive Plan, Page 15.

appear, and, in many respects act, as a mixed use multifamily development similar to the adjacent properties and is appropriate for a PD-1 District, which is designed to include a mix of residential and non-residential uses. Therefore, the Applicant contends that rezoning of the Property, as proposed in the Application, is compatible with the uses on other property in the immediate vicinity.

2. The proposed rezoning is appropriate for the land.

The Applicant believes that the Property is uniquely suitable for the use proposed in the Application. The proposed redevelopment of the Property does not require the creation of additional off-site infrastructure or improvements. The Property has direct access to Gardner Drive, a minor arterial street with excellent connections to U.S. Highway 278 and beyond. The Property is connected to all necessary and available utilities and storm water drainage facilities. The proposed use creates virtually no discharge or other impacts on adjacent properties. In fact, the natural surroundings and ease of access serve to enhance the Property's desirability for the use proposed in the Application. Therefore, the proposed rezoning is appropriate for the Property.

3. The proposed rezoning addresses a demonstrated community need.

The *Housing Vision of the Comprehensive Plan* provides that the "ultimate goal of planning for housing activities and programs on the Island is to increase housing opportunities that meet the needs of existing and future populations as well as attract new investment in the community."⁴¹ It specifically recommends that "[p]rovisions that allow for aging in place should be considered, especially as the population percentage of people over the age of 65 in the Town continues to grow".⁴² Additionally, the proposed rezoning allows for the development of a housing option that supports and provides options for the Town's population, as it ages, which aligns with similar recommendations in the *Housing Vision of the Comprehensive Plan*.⁴³

⁴¹ See Part 5, Housing, "Introduction", Page 52 of the July 18, 2017 Comprehensive Plan.

⁴² See Section 4.3: "Implications for the Comprehensive Plan", Page 40 of the July 3, 2012 Comprehensive Plan.

⁴³ See Part 5: "Housing", "Introduction", Page 50 of the July 3, 2012 Comprehensive Plan.

The Applicant submits that the recommendations and goals stated in the Comprehensive Plan indicate a demonstrated community need, which shall be addressed by the proposed redevelopment of the Property once the rezoning is approved.

4. The proposed rezoning is consistent with the overall zoning program, as expressed in future plans for the Town.

Section 16-1-103 of the LMO states that the purpose and intent of the LMO is to “guide development and use of property in accordance with the Town’s Comprehensive Plan and existing and future needs of the Town in order to protect, promote and improve public health, safety, morals, convenience, order, appearance, prosperity and general welfare of the landowners and residents of the Town”.⁴⁴

The Applicant submits that this description is an excellent statement of the Town’s overall zoning program, and is one that is supported by the rezoning proposed as specifically described in the Application. The redevelopment of an aging, undesired and potentially underutilized and redundant facility into a modern, high quality, apartment development as proposed by the Applicant is consistent with the Town’s overall zoning program.

5. The proposed rezoning would avoid the creation of an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts.

The rezoning proposed in the Application maintains the PD-1 base zoning district for the Property, and adds a new use and corresponding appropriate density that analogous to the Shelter Cove Towne Center apartments. Furthermore, the property to the north and east currently contain multi-family apartment developments. Accordingly, an inappropriately isolated zoning district would not be created by the proposed rezoning. Rather, the rezoning a use that is complementary and compatible to the immediately adjacent and surrounding zoning districts as well as other PD-1 Districts with similar development.

⁴⁴ See Section 16-1-103 of the LMO.

6. The proposed rezoning would allow the subject Property to be put to a reasonably viable economic use.

The current limited use authorized under the PD-1 base zoning district makes the Property economically unviable as there is little market or desire for the current use or other Institutional uses and virtually no desire for commercial development which would not be complementary to the surrounding districts. Therefore, the Property's marketability is poor for the currently permitted use. Limitations on specific commercial parcels within the PD-1 base zoning district may create limitations on marketability of such commercial parcels as time passes and as the Town develops and matures. That is the case with the Property.

The Property is currently under contract of sale between the Owner and the Applicant. The Applicant has successfully developed and currently owns and operates similar multi-family apartment developments in the southeastern United States. The approval of the Application shall improve the marketability of the Property, as it shall result in the sale thereof to an owner with a viable business and use of the Property. In addition, the Applicant believes that the approval of the Application will not have an adverse effect on the marketability of other properties in the vicinity.

7. The proposed rezoning would result in development that can be served by available, adequate and suitable public facilities (e.g. streets, potable water, sewer and storm water management).

The Property is currently served by sewer, water and storm water facilities. As indicated above, the storm water facilities will be redeveloped together with the redevelopment of the Property. The Property is located within the Hilton Head PSD #1 service area, and it has the capacity to service the Property. The Property is also directly accessed via Gardner Drive, a minor arterial street, and the proposed redevelopment requires no additional Town facilities.

8. The proposed rezoning is appropriate due to any changed or changing conditions in the affected area.

The Property is currently used as a school serving Pre-K through 12th grade students. The school has acquired land on the mainland and has permitted the development of a new campus on that land. There have been no other successful

proposed purchasers and the existing by-right uses for commercial development are not needed not desired in the location of the Property or for that matter, anywhere in the Town. There is a need for addition and diverse housing and the Project fulfills that need and is therefore appropriate.

IV. VISION AND STRATEGIC ACTION PLAN.

While not a required element or discussion for an application for a zoning map amendment, the Applicant believes that the Project is also consistent with the Town's *Vision and Strategic Action Plan*⁴⁵ (the "**Vision Plan**"). Throughout 2017, the Town undertook a community engagement process thorough a series of workshops, surveys and focus groups to explore thoughts and ideas for the long-term future of the Island in an effort to create a shared vision and action plan. As noted in the introduction of the Vision Plan, "there is a stated desire to preserve the heritage and character of the Island while at the same time progressing with "sensitive redevelopment" that continues to attract and retain young professionals, retirees and tourists alike."⁴⁶

It is noted that the Vision Plan reports that the Town has a "relatively high percentage of two-person households compared to benchmark communities" and there is debate and concern whether population growth will stagnate.⁴⁷ As noted above, much of the residential housing stock is single family residences in the Town's PD-1 Districts. Those are approaching build-out. Adding a new mix of quality residential housing provides opportunity for continued population growth. Further, it is noted that the median age in 2015 was 54.1 and expected to increase. The aging population can be addressed with the addition of a mix of quality residential housing opportunities, particularly for young adults, which the Project contemplates.

Section 3.5 of the Vision Plan describes the need for urgent action – and two of the four concerns – the trend of young adults leaving the Town and workforce issues impacting Town businesses – are directly addressed by the Project which provides the opportunity for quality housing for young adults who work and desire to live on the Town.

⁴⁵ Town of Hilton Head Island, Vision and Strategic Action Plan, February 15, 2018.

⁴⁶ See section 1.0 of the Vision Plan.

⁴⁷ See Section 2.3 of the Vision Plan - Changing Demographics of Hilton Head Island.

Interestingly, the “Preferred Future - Implications” analysis in Section 5.5 of the Vision Plan, the anticipated characteristics of “Reinventing Sustainability” include “[s]ome increase density and population with workforce and housing options.”⁴⁸ The Project certainly supports this characteristic of the Vision Plan.

Section 8 of the Vision Plan discusses the Key Strategic Action Pillars and Section 8.4.2 describes “key Strategic Action Areas” which include developing mixed use community nodes with a variety of housing options for a cross section of the Towns demographics noting that the “Shelter Cove Town Center development was seen by many as a promising start.”⁴⁹

Another Key Strategic Action Pillar addressed by the Project is the importance of right sized infrastructure – relating to transportation and traffic. A key strategic action area noted is “right-sized neighborhood locations” identifying interest in neighborhood nodes where both Millennial and Baby Boomer generations can socialize and entertain in community spaces which range in size and scale.⁵⁰ Here again, the Project proposes a housing opportunity for a mix of young adults starting a career on the Island as well as empty-nesters seeking to move from the Island single family home but still maintain a residence on the Island.

Section 10 of the Vision Plan details the “Road Map to the Future” and Section 10.3 describes Key Metrics to Measure Future Success including, important to the Project, the proposed metric tied to the key strategic pillar that there be “[a]vailability of additional housing options appealing to mixed demographics.”⁵¹ As discussed in this Narrative Summary, that is precisely what the Project proposes.

⁴⁸ See Section 5.5 of the Vision Plan – Preferred Future – Implications.

⁴⁹ See Section 8.4.2 – Key Strategic Action Areas – page 41 of the Vision Plan.

⁵⁰ See Section 8.7.2 – Key Strategic Action Areas – page 47 of the Vision Plan.

⁵¹ See Section 10.3 – Key Metrics to Measure Future Success – page 53 of the Vision Plan.

- V. **CONCLUSION.** The Applicant believes that there is strong demand in the Hilton Head Island market for a high quality multi-family apartment community. The redevelopment of Shelter Cove Towne Center and the successful development and occupancy of the apartment buildings there evidence the need and desire for new and diverse housing stock. The Applicant's objective is to provide the opportunity for housing for young adults as well as for residents who desire to sell their existing home and downsize into a low maintenance lifestyle.

The Applicant believes the foregoing narrative demonstrates that the Application is in conformance with the Town's Comprehensive Plan, and meets the review standards set forth in Section 16-2-103.C.3.a. of the LMO. Accordingly, the Applicant respectfully requests that the Planning Commission:

1. Review the Application and the supporting testimony and documentation which shall be entered into the record; and
2. Find the following:
 - a. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment is in accordance with the Town's Comprehensive Plan; and
 - b. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment allows an additional use that is compatible with the uses allowed for other property in the immediate vicinity; and
 - c. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment is appropriate for the land; and
 - d. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment addresses a demonstrated community need; and

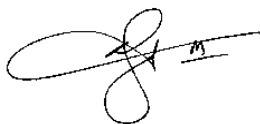
Attachment H

- e. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment is consistent with the overall zoning program as expressed in future plans for the Town; and
 - f. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment avoids the creation of an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts; and
 - g. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment allows the Property to be put to a reasonably viable economic use; and
 - h. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment results in development that may be served by available, adequate and suitable public facilities (e.g. streets, potable water, sewer and storm water management); and
 - i. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment is appropriate due to changed or changing conditions in the affected area; and
3. That the Planning Commission Recommend the Town Council's approval of the Application and the rezoning of the Property to make multi-family residential use as the approved use and authorize the density requested herein.

Attachment H

Respectfully submitted on behalf of the Applicant this 18th day of January, 2019.

Burr & Forman, LLP

A handwritten signature in black ink, featuring a large, stylized loop on the left and a horizontal line extending to the right, ending in a small mark.

Walter J. Nester, III

WJN:

Attachments

EXHIBIT “A” TO NARRATIVE SUPPLEMENT

Letter from Nicole Dixon, CFM, Town Development Review Administrator
dated January 17, 2019

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

John J. McCann
Mayor

William D. Harkins
Mayor ProTem

Council Members

David Ames
Tamara Becker
Marc A. Grant
Thomas W. Lennox

Stephen G. Riley
Town Manager

January 17, 2019

Mr. Walter Nester
Burr & Forman LLP
PO Drawer 3
Hilton Head Island, SC 29938

Dear Mr. Nester:

This letter replaces the letter dated January 16, 2019 and is in response to your request for a zoning verification letter for the property located at 55 Gardner Drive, further identified as R510 008 000 098A 0000, and currently owned by the Hilton Head Christian Academy. Please be aware that it is not a Town of Hilton Head Island policy to conduct a detailed site analysis; therefore, this correspondence will verify zoning and permitted land use only.

The subject parcel lies within the PD-1 (Planned Development Mixed Use) zoning district as identified on the Town of Hilton Head's Official Zoning Map. The parcel is identified as Parcel 15F on the Indigo Run Master Plan. This parcel is also located in the Corridor Overlay District.

The property is somewhat bisected by Gardner Drive and according to Beaufort County records, is approximately 13.83 acres in size. The current by-right uses and density as assigned on the Master Plan are Commercial-Retail (not to exceed 10,000 square feet per net acre), Commercial-Nonretail (not to exceed 20,000 square feet per net acre), Public Recreation and Institutional (not to exceed 10,000 square feet per net acre). The property currently contains a school with several buildings totaling approximately 61,018 square feet.

You can contact me at either (843) 341-4686 or nicoled@hiltonheadislandsc.gov if you have any additional questions.

Sincerely,



Nicole Dixon, CFM
Development Review Administrator

EXHIBIT "B" TO NARRATIVE SUPPLEMENT

Deed recorded in ROD in Book 521 Page 2073

The State of South Carolina,

COUNTY OF BEAUFORT

2073

10686

KNOW ALL MEN BY THESE PRESENTS, THAT

FOLLY FIELD ASSOCIATES, a Georgia Limited Partnership; LEROY MOORE and
ERWIN A. FRIEDMAN,

Revenue Stamps
Collected

State \$490.00 County \$226.00
Beaufort County, SC

in the State aforesaid ---for and-----in consideration of the sum of TEN AND NO/100ths--- (\$10.00)

and other valuable consideration

Dollars,

to it and us in hand paid at and before the sealing and delivery of these Presents, by HILTON HEAD

CHRISTIAN ACADEMY, a South Carolina Eleemosynary Corporation, 12 Arrow
Road, Hilton Head Island, South Carolina 29928,

in the State aforesaid -----for which----- (the receipt whereof is hereby acknowledged),

have granted, bargained, sold and released, and by these Presents to do grant, bargain, sell and release unto the

said HILTON HEAD CRISTIAN ACADEMY, a South Carolina Eleemosynary Corporation,
its successors and assigns forever, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and
being 12.16 acres of a portion of the Honey Born Plantation, Hilton
Head Island, Beaufort County, South Carolina, being more
particularly described as follows:

Commencing at the intersection of the center line of Matthews Drive
and the center line of U.S. Highway 278, and proceeding thence
North 75° 26' 20" West a distance of 2,608.17 feet to a point;
proceeding thence South 14° 32' 15" West a distance of 1,000.13
feet to a point marked by a found concrete monument which marks the
point of beginning of the property herein described.

Proceeding thence South 75° 26' 20" East a distance of 618.74 feet
to a point marked by a found concrete monument; proceeding thence
North 62° 18' 20" East a distance of 77.34 feet to a point marked
by a set concrete monument; proceeding thence along a curve to the
right having a radius of 50 feet an arc distance of 75 feet to a
point marked by a set concrete monument; proceeding thence South
12° 49' 15" East a distance of 488.64 feet to a point marked by a
set concrete monument; proceeding thence South 75° 33' East a
distance of 90.20 feet to a point marked by a set concrete
monument; proceeding thence South 14° 27' West a distance of 82.22
feet to a point marked by a set concrete monument; proceeding
thence North 87° 38' 55" West a distance of 40.51 feet to a point;
proceeding thence North 85° 04' West a distance of 317.78 feet to
a point marked by a found old concrete monument; proceeding thence
North 46° 25' 15" West a distance of 44.35 feet to a point marked
by a stake; proceeding thence North 84° 11' West a distance of
60.50 feet to a point marked by a found concrete monument;
proceeding thence North 5° 49' East a distance of 30.04 feet to a
point marked by a found concrete monument; proceeding South 84°
11' East a distance of 60.50 feet to a point marked by a stake;
proceeding thence South 5° 49' West a distance of 30.04 feet to a

continued on next page...

BEAUFORT COUNTY TAX MAP REFERENCE				
Dist	Map	Submap	Parcel	Block
570	8		98A	

2074

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said HILTON HEAD CHRISTIAN ACADEMY, a South Carolina Eleemosynary Corporation, its successors and assigns forever.

and our
And it and wedo hereby binds its successors/ Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said HILTON HEAD CHRISTIAN ACADEMY, a South Carolina Eleemosynary Corporation, and our its successors and assigns against it and its successors/Heirs and assigns now and hereafter lawfully claiming, or to claim the same, or any part thereof.

WITNESS its and our Hand and Seal, this 3rd day of JANUARY in the year of our Lord one thousand nine hundred and EIGHTY-NINE and in the two hundred and Thirteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered }
in the Presence of

James G. Byrnes
Henry L. Humph

James G. Byrnes
Henry L. Humph

FOLLY FIELD ASSOCIATES, (a Georgia Limited Partnership):

By: *Erwin A. Friedman* (L. S.)
Erwin A. Friedman, General Partner

_____ (L. S.)

_____ (L. S.)

_____ (L. S.)

Leroy Moore (L. S.)

Erwin A. Friedman (L. S.)

GEORGIA
The State of South Carolina,
CHATHAM County

2075

PERSONALLY appeared before me, Mary E. Bryson
and made oath that she saw the within named Folly Field Associates by its General
Partner, Erwin A. Friedman, sign, seal, and as its Act and Deed deliver the
within written Deed; and that she with Hetty J. Hensel
witnessed the execution thereof.

SWORN to before me, this 3rd

day of JANUARY A. D. 1989

Notary Public for: HETTY J. HENSEL
My Commission Expires: Notary Public, Chatham County, Georgia
STATE OF GEORGIA My Commission Expires Jan. 7, 1991
COUNTY OF CHATHAM

PERSONALLY appeared before me, Mary E. Bryson and made
oath that s/he saw the within named Erwin A. Friedman sign, seal, and as his
Act and Deed deliver the within written Deed; and that s/he with
Hetty J. Hensel witnessed the execution thereof.
SWORN to before me, this 3rd
day of JANUARY, 1989

Notary Public for: HETTY J. HENSEL
My Commission Expires: Notary Public, Chatham County, Georgia
My Commission Expires Jan. 7, 1991

The State of South Carolina,
County

RENUNCIATION OF DOWER.

I, do hereby certify
unto all whom it may concern, that Mrs.
wife of the within named did this day
appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily,
and without any compulsion, dread, or fear of any person or persons whomsoever renounce, release and forever
relinquish unto the within named
its successors and assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all
and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of

Anno Domini, 19

STATE OF GEORGIA)
COUNTY OF CHATHAM)

PERSONALLY appeared before me Mary E. Bryson and made
oath that s/he saw the within named LeRoy Moore sign, seal and as his act and
deed, deliver the within written Deed and that s/he with
Hetty J. Hensel witnessed the execution thereof.

SWORN to before me this 3rd
day of JANUARY, 1989

Notary Public for: HETTY J. HENSEL
My Commission Expires: Notary Public, Chatham County, Georgia
My Commission Expires Jan. 7, 1991

cc2076

point marked by a stake; proceeding thence South 46° 25' 15" East a distance of 44.35 feet to a point marked a found old concrete monument; proceeding thence North 85° 05' 55" West a distance of 502.91 feet to a point marked by an old stone; proceeding thence South 79° 54' 15" West a distance of 231.24 feet to a point marked by a found concrete monument; proceeding thence North 14° 32' 15" East a distance of 712.15 feet to a point marked by the found concrete monument which marks the point of beginning of the property herein described.

The 0.04 acre tract designated as the "Lift Station Site" on the plat described below is specifically excluded from the property described herein, this being the description of the 12.2 acre tract shown on said plat, specifically saving and excluding therefrom the 0.04 acre tract designated as the "Lift Station Site."

For a more particular description of said property, reference is made to that certain plat prepared by Hussey, Gay & Bell, Consulting Engineers on April 23, 1982, of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina, which plat is recorded in the office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30, Page 125, said real property being shown upon said plat as having the metes and bounds described above.

This being the same property conveyed to LeRoy Moore, Walter C. Askew, III, Erwin A. Friedman, James W. Hancock, Jr., and Irwin Mazo by Deed from H. I. S., a South Carolina Limited Partnership dated June 2, 1982, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 348 at Page 1154 on June 3, 1982; and, to Folly Field Associates, a Georgia Limited Partnership, by Deed of James W. Hancock, Jr., Walter C. Askew, III and Irwin Mazo dated June 2, 1982, and recorded with said RMC office in Deed Book 348 at Page 1158 on June 3, 1982.

This Deed was prepared in the Law Offices of Black & Biel, Suite 102 Atlantic Savings Bank Building, 200 Office Park Road, Hilton Head Island, South Carolina 29926, by Dewitt T. Black, III, Esquire.

Black Bird

The State of South Carolina,

TO

TITLE TO REAL ESTATE

Filed *27th* day

of *Jan* A. D. 19*89*

at *10:48* o'clock *A. M.*

and recorded in Book *521*

Page *2073* Fee, \$ *5.00*

Florida 2d. Dist.

R. M. C. or Clerk Court C. P. & G. S.

Beaufort County, S. C.

Recorded this *13th* day

of *February*, 19*89*

in Book *V* Page *74*

Fee, \$

May 1st 1989
Auditor *Beaufort* County, S. C.

2077

EXHIBIT "B-1" TO NARRATIVE SUPPLEMENT

Deed recorded in ROD in Book 2739 Page 10

4
10
out
4003

ADD DMP Record 6/27/2008 12:18:27 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	008	000	0573	0000	00

BEAUFORT COUNTY SC- ROD

BK 02739 PGS 0010-0013

DATE: 06/26/2008 02:25:27 PM

INST # 2008040872 RCPT# 550067

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

QUITCLAIM DEED

RECORDED
2008 Jun -30 09:05 AM

TO ALL WHOM THESE PRESENTS MAY COME:

Sharon G. Burns
BEAUFORT COUNTY AUDITOR

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT INDIGO RUN LIMITED PARTNERSHIP, in the State aforesaid for and consideration of the sum of TEN DOLLARS (\$10.00) AND NO OTHER VALUABLE CONSIDERATION, to us in hand paid at and before the sealing of the presents by HILTON HEAD CHRISTIAN ACADEMY, 55 GARDNER DRIVE, HILTON HEAD ISLAND, SC 29926, the receipt whereof is hereby acknowledged has remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said HILTON HEAD CHRISTIAN ACADEMY, its Successors and Assigns, forever, the following:

TMS NO: R510-008-0098-0000 (A SECTION OF INDIGO RUN)

ALL that certain piece parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 6.22 acres, more or less, and being shown as Parcel II and Access Easement, on that certain Plat prepared by Coastal Surveying Co., Inc., and recorded December 28, 1995 in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 54 at Page 187. For more precise details of said plat, referenced is made to Exhibit "A" attached.

TOGETHER with all and singular the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said HILTON HEAD CHRISTIAN ACADEMY, its Successors and Assigns, forever, so that neither the said INDIGO RUN LIMITED PARTNERSHIP, nor its Successors and Assigns, nor any other person or persons, claiming under them, shall at any time hereafter, by any ways or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

Attachment H

SO that the said INDIGO RUN LIMITED PARTNERSHIP, nor its Successors, Assigns or any person or persons claiming under it shall at any time hereafter, by any way or means, have claim or demand any right, title or interest to the aforesaid Premises or appurtenances, or any part of parcel thereof, forever.

IN WITNESS WHEREOF, INDIGO RUN LIMITED PARTNERSHIP, by its duly authorized Partner(s), has caused these presents to be executed in its name this 30th day of September in the year of Our Lord One Thousand Nine Hundred and Ninety-eight and in the Two Hundred Twenty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED and DELIVERED
in the Presence of

INDIGO RUN LIMITED PARTNERSHIP,
a South Carolina limited partnership

BY: IRP ASSOCIATES LIMITED
PARTNERSHIP, a South Carolina limited
partnership

Its: General Partner

BY: THE MELROSE COMPANY, INC.,
a South carolina corporation

Its: General Partner

Margaret B Luckey
B. Jane Yulem

By: [Signature]
Its: Sr. Vice President

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGEMENT

COUNTY OF BEAUFORT

)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that RICHARD P. REICHEL, Sr. Vice-President of The Melrose Company, a South Carolina corporation, as General Partner for IRP Associates Limited Partnership, General Partner for Indigo Run Limited Partnership, personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 30th day of September, 1998.



Notary Public for South Carolina

My Commission expires: July, 9, 2007

This Deed was prepared by Edward M. Hughes, Hughes Law Firm, P.C., P. O. Box 23526, Hilton Head Island, SC 29925.

EXHIBIT, "A" ,



EXHIBIT "B-2" TO NARRATIVE SUPPLEMENT

Deed recorded in ROD in Book 2857 Page 956

After Recording Return to:
Qualey Law Firm
P.O. Box 10
Hilton Head, SC 29938
(843) 785-3525

Attachment H

BEAUFORT COUNTY SC- ROD

BK 02857 PGS 0956-0962

DATE: 06/16/2009 09:42:42 AM

INST # 2009035071 RCPT# 587711

COUNTY TAX 5.50

STATE TAX 13.00

TRANSFER 12.50

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA**, a South Carolina municipal corporation (the "Grantor") in the State aforesaid and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00) DOLLARS and other valuable consideration** to it in hand paid at and before the sealing of these presents by **HILTON HEAD CHRISTIAN ACADEMY**, a South Carolina non-profit corporation (the "Grantee"), having an address of 55 Gardner Drive, Hilton Head Island, SC 29926, the receipt whereof is hereby acknowledged, has remised, released and forever granted, bargained, sold and released, unto the said Grantee, in fee simple, its Successors and Assigns forever, the following property subject to the restrictions and limitations set forth herein, to wit:

**SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION OF THE PROPERTY
WHICH CONTAINS 0.193 ACRES, MORE OR LESS
(the "PROPERTY")**

THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RIGHT OF FIRST REFUSAL, USE RESTRICTIONS AND LIMITATIONS:

1. **GRANT OF RIGHT OF FIRST REFUSAL.** Grantee hereby gives and grants to Grantor a right of first refusal to acquire the Property upon the following terms and conditions:

A. **NOTICE OF ACCEPTABLE OFFER.** If at any time or times during the term of this right of first refusal, Grantee or its successors in title receives an offer for the purchase of all or any part of the Property which it desires to accept, then Grantee shall forthwith forward a copy of such offer (the "Acceptable Offer") to Grantor.

CHANGE DMP Record 8/4/2009 10:22:32 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	008	000	098A	0000	00

RECORDED
2009 Aug -10 12:02 PM

Sharon G. Bernis
BEAUFORT COUNTY AUDITOR

- B. EXERCISE OF RIGHT OF FIRST REFUSAL.** Grantor shall have a period of thirty (30) days after receiving such copy of the Acceptable Offer within which to notify Grantee that Grantor elects to purchase the Property (or the portion thereof covered by the Acceptable Offer) on the terms contained therein. Any such notice from Grantor shall be accompanied by any earnest money required under the terms of the Acceptable Offer, which shall then constitute a contract between Seller and Buyer even though neither has signed it.
- C. WAIVER OF RIGHT OF FIRST REFUSAL.** If Grantor does not notify Grantee within the thirty (30) day period mentioned in the preceding paragraph of its election to purchase such property, Grantee shall be free to sell such property to the person who submitted the Acceptable Offer (or to such person's permitted assigns) on the terms specified therein, and Grantor shall upon request execute and deliver an instrument in recordable form appropriate to evidence its relinquishment of its rights under this instrument with respect to such transaction. Notwithstanding any such relinquishment, Grantor's rights under this instrument shall remain in effect with respect to any part of the Property not covered by the Acceptable Offer, or for any subsequent sale of the property covered by the Acceptable Offer, if the transaction contemplated by the Acceptable Offer fails for any reason to close, with respect to any subsequent offer to purchase all or any part of the Property covered by such Acceptable offer.
- D. NOTICES.** Any notice required or permitted to be given under this right of first refusal shall be in writing and shall be deemed given upon personal delivery or on the second business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at its address stated below:

Grantee: Headmaster, 55 Gardner Drive, Hilton Head Island, SC 29926

Grantor: Town Manager, 1 Town Center Court, Hilton
Head Island, SC 29928

Either party may change its address for notices by notice to the other party as provided above.

- E. BINDING EFFECT.** The provisions of this instrument are binding upon and for the benefit of Grantee and Grantor and their respective successors and assigns

- 2. RESTRICTIVE COVENANTS.** The Property is conveyed subject to the following reservations of rights, conditions, restrictions, limitations of use, which shall run with the land and be binding upon the Grantee, its successors and assigns.

Attachment H

A. The Property may not be developed in any way and can only be used as a buffer/open space; and

B. The Property may not be used in determining allowable density for the Grantee's combined adjoining property and no development rights are conveyed by Grantor to Grantee (intentionally or otherwise) in the within Limited Warranty Deed as an appurtenance to the Property.

3. **ENFORCEMENT OF RESTRICTIONS.** Grantor has standing to enforce each and every restrictive covenant and agreement contained in this Deed, and Grantor is entitled to enforce the full and faithful performance of any or all of the terms and provisions of this Deed, which shall include the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them.

The Property is a portion of the same property conveyed to the within Grantor by deed of Woodlands Housing Associates LP, dated February 14, 2000, and recorded in the Office of the Register of Deeds for Beaufort County in Record Book 1273 at Page 1813.

THIS Deed was prepared by the Law Offices of Alford and Wilkins, P.C., PO Drawer 8008, 18 Executive Park Road Suite 1, Hilton Head Island, SC 29938.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, its successors and assigns, forever in fee simple.

AND Grantor does hereby bind itself its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, the Grantee's Successors and Assigns as herein above provided, against Grantor and Grantor's Successors and Assigns.

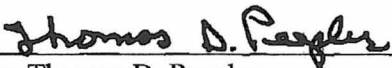
Attachment H

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed on June 12, 2009.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA


Signature of 1st Witness

By: 
Name: Thomas D. Peebles
Title: Mayor


Signature of 2nd Witness (Notary Public)

Attest: 
Name: Stephen G. Riley, ACIP
Title: Town Manager

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Thomas D. Peebles and Stephen G. Riley, as Mayor and Town Manager, respectively, personally appeared before me this day and acknowledged the due execution of the foregoing Limited Warranty Deed on behalf of the Town of Hilton Head Island, South Carolina.

WITNESS my hand and seal
this 12 day of JUNE, 2009.

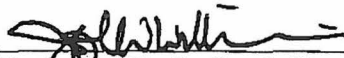
 (SEAL)
Notary Public for South Carolina
My Commission expires: 12/27/2017

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, which is designated as "0.193 Acres to be conveyed to The Hilton head Christian Academy," as more fully shown on the plat prepared by Surveying Consultants, Inc., Terry G. Hatchell, South Carolina Registered Land Surveyor No. 11059, dated June 9, 2009, and entitled "Boundary Recombination Plat of 0.193 Acres, Gardner Drive, to be Conveyed to Hilton Head Christian Academy, Subdivided from Tax Parcel #R510-008-000-101B-0000 Lands of Town of Hilton Head Island," which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 128 at Page 79.

Tax Map Number: A Portion of TMS# R510 008 00A 101B 0000

Attachment H

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 0.193 Acres, Gardner Drive, Hilton Head Island, _____, bearing Beaufort County Tax Map Number P/O R510-008-00A-101B-0000 _____, was transferred by The Town of Hilton Head Island, South Carolina to Hilton Head Christian Academy on June 12, 2009.
3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of Affidavit): _____
(If exempt, please skip items 4 - 7, and go to item 6 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$5,000.00 .
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$5,000.00
 - (b) Place the amount listed in item 5 above here: N/A
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$5,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$5,010.00 .
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney.

Attachment H

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

John P. Qualey, Jr.
Print or Type Name Here

SWORN to before me this 12th day of June, 2009
Notary Public for South Carolina
My Commission Expires: 10/30/16


Notary Public for South Carolina

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

EXHIBIT "C" TO NARRATIVE SUPPLEMENT

Survey recorded in ROD in Plat Book 115 Page 192

Attachment H

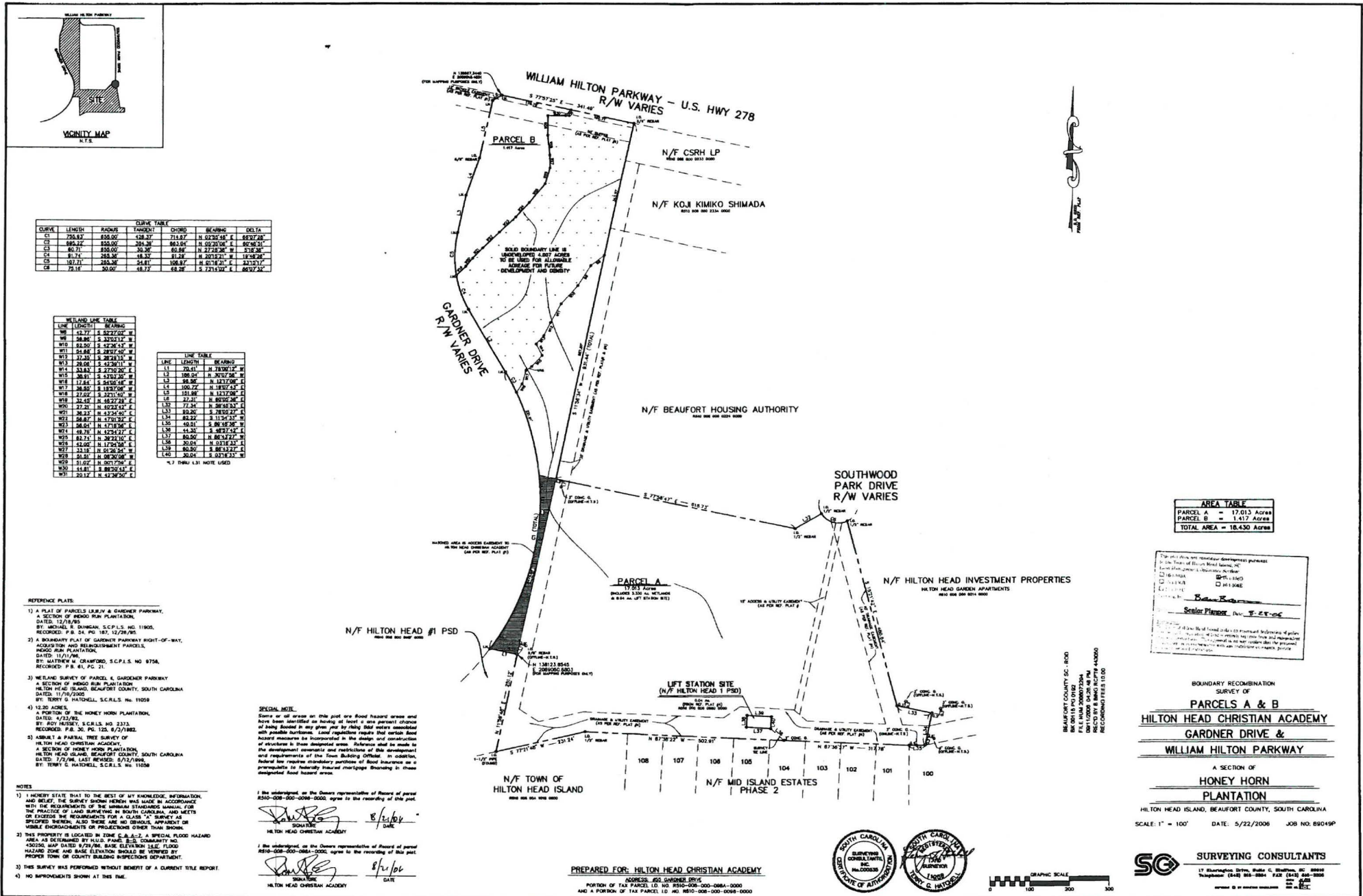


EXHIBIT “D” TO NARRATIVE SUPPLEMENT

HHCA Bluffton Campus Deed

Dist	Map	SMap	Parcel	Block	Week
R610	030	000	0442	0000	00

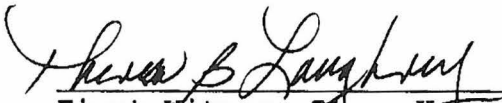
TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said GRANTEE, its successors and assigns forever.


AND Grantor does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular the said premises unto the said GRANTEE, its successors and assigns, only against Grantor and its successors lawfully claiming or to claim the same or any part thereof, by, through or under it.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 30th day of December, 2002.

WITNESSES:

BUCKWALTER GROUP, LLC, a South Carolina limited liability company


First Witness Signs Here

By: 
Name: Richard P. Reichel
Title: Managing Member


Notary Public Signs Here

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this 30th day of December, 2002, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared RICHARD P. REICHEL, Managing Member of Buckwalter Group, LLC, known to me to be the person whose name is subscribed to the within Limited Warranty Deed, who acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.



[SEAL]

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: Oct. 23, 2007

EXHIBIT "A"

ALL that certain piece, parcel and tract of land, situate, lying and being within the Buckwalter Tract, Town of Bluffton, Beaufort County, South Carolina, containing 27.78 acres, consisting of 25.95 acres of uplands and 1.83 acres of wetlands, which parcel is more fully shown and described on a plat thereof prepared by Thomas & Hutton Engineering Co. Boyce L. Young, SCRLS No. 11079, entitled "A Boundary Plat of Buckwalter Private School Site, Formerly Known as a Portion of the Buckwalter Tract, Prepared For Hilton Head Christian Academy," which plat is dated December 4, 2002 and is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 91 at Page 2.

The property described above is conveyed subject to all applicable restrictive covenants, easements and affirmative obligations of record affecting it as of the date hereof, including but not limited to the following: (a) the Development Agreement recorded in Record Book 1288 at Page 1, as assigned; (b) the easements shown on the above-referenced recorded plat; and (c) the restrictive covenants, requirements for establishment of buffers, timber harvesting reservation, mineral royalties reservation, and other obligations and limitations affecting the above-described parcel contained in the Deed to Grantor which is recorded in Book 1549 at Page 815 in the Office of the Register of Deeds for Beaufort County.

EXHIBIT “E” TO NARRATIVE SUPPLEMENT

Bluffton Campus Master Plan

CAMPUS MASTER PLAN &
OPEN SPACE PLAN
EXHIBIT B

SITE DATA:

COUNTY: BEAUFORT
MUNICIPALITY: BLUFFTON
PARCEL ID NUMBER: R610030-000-0442-0000
ACREAGE: 27.78 ACRES
LOCATION: BLUFFTON PKWY & MASTERS WAY
ZONING: PUD (BUCKWALTER)
ORIGINAL MASTER PLAN DATED MAY 15, 2002

SITE DEVELOPMENT SUMMARY:

ACREAGE: 27.78 ACRES
PROPOSED IMPERVIOUS AREA: ± 6.83 ACRES (± 24.6%)
PROPOSED OPEN SPACE: ± 20.62 ACRES (± 74.2%)
UTILITY EASEMENT: ± 0.33 ACRES (± 1.2%)

BUILDING SUMMARY:

LOWER SCHOOL / ADMIN: 22,312 SF
MIDDLE SCHOOL: 23,190 SF
GYMNASIUM / PAC: 30,026 SF
HEART / PAC: 55,000 SF
MIDDLE (FUTURE): 25,000 SF

PARKING SUMMARY:

PARKING CALCULATED BASED ON TOWN OF BLUFFTON'S UDO REQUIREMENTS FOR EDUCATIONAL FACILITIES (1 SPACE PER 3 STUDENTS & 1 SPACE PER INSTRUCTOR).

PARKING REQUIREMENTS:
IHCA ANTICIPATES 73 STUDENTS / GRADE AT BUILD OUT:
73 x 4 (FRESHMAN, SOPHOMORE, JR, SR) = 292 / 3 = 98 SPACES

IHCA ANTICIPATES 60 INSTRUCTORS AT BUILD OUT:
1 SPACE / 1 INSTRUCTOR = 60 SPACES

IHCA ANTICIPATES 25 ADMIN / SUPPORT STAFF AT BUILD OUT:
1 SPACE / 1 ADMIN / SUPPORT STAFF = 25 SPACES

VISITOR / GUEST PARKING = 25 SPACES

TOTAL PARKING: 208 SPACES

PARKING PROVIDED PER LOT:

LOT A: 67 SPACES
LOT B: 82 SPACES
LOT C: 59 SPACES
TOTAL: 208 SPACES

LEGEND

- CAMPUS BUILDING
- FUTURE CAMPUS BUILDING
- LEARNING NODE
- COVERED DROP-OFF
- MIDDLE SCHOOL DROP-OFF ROUTE
- LOWER SCHOOL DROP-OFF ROUTE
- BUS DROP-OFF ROUTE
- PEDESTRIAN NETWORK
- PEDESTRIAN SPINE/FIRE ACCESS (16' MIN.)

SHARED ACCESS EASEMENT

HABASIII
(R610030-000-0782-0000
BUCKWALTER PUD)

PRIMARY ENTRY / EXH

67 PARKING SPACES (LOT A)

BUS DROP-OFF
(± 100' OF QUEUING)LOWER SCHOOL DROP-OFF
(± 100' OF QUEUING)PARENT / VISITOR
PARKING82 PARKING SPACES
(LOT B)MIDDLE SCHOOL DROP-OFF
(± 150' OF QUEUING)

20 ADJACENT USE BUFFER

POW COUNTRY
COMMUNITY CENTER II
(R610030-000-0438-0000
BUCKWALTER PUD)

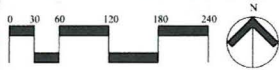
Project No: 01-18017

Date: 05-30-2018

Scale: 1" = 60'-00"

Page Title: Campus Master Plan & Open Space Plan

Revised: 06-28-2018



Scale: 1" = 60'-00"

Document is preliminary and subject to change.

© 2013 Wood+Partners Inc., 7 Lafayette Place, Hilton Head Island, SC 29926 Tel: 843-681-6618 Fax: 843-681-7086 www.woodandpartners.com

Hilton Head Christian Academy
Bluffton, South Carolina

Wood+Partners Inc. **WPI**
Landscape Architects
Land Planners

PO Box 23940 • Hilton Head Island, SC 29925
843-681-6618 • Fax 843-681-7086 • www.woodandpartners.com

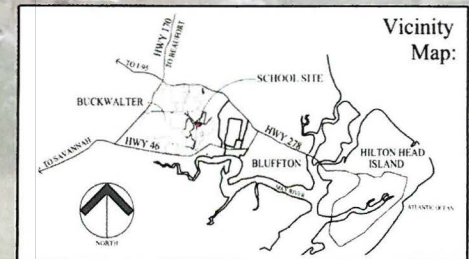


EXHIBIT “F” TO NARRATIVE SUPPLEMENT

HHCA Board of Directors Letter

Attachment H



To the Planning Commission and Town Council of the Town of Hilton Head Island:

I am the Chairman of the Board of Directors for the Hilton Head Christian Academy. On behalf of the Board and the parents and supporters of our school, this letter is submitted to evidence our support and approval of the proposed zoning map amendment submitted by Spandrel Development Partners, LLC for the Academy property located at 55 Gardner Drive on Hilton Head Island. The approval of the requested rezoning of the Christian Academy property is critically important for the successful transition of the school to our mainland location.

Sincerely,

A handwritten signature in black ink, appearing to read "RS", with a long, sweeping horizontal line extending to the right.

Rod Strickland
Chairman of the Board of Directors

EXHIBIT "G" TO NARRATIVE SUPPLEMENT

Beaufort County Assessor's On Line Records dated 1-14-2019



Beaufort County, South Carolina

generated on 1/14/2019 10:27:23 AM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R510 008 000 098G 0000	04860662	,	1/11/2019	2019	2019

Current Parcel Information

Owner	BEAUFORT COUNTY SOUTH CAROLINA	Property Class Code	TCUVac Highway&StreetROW
Owner Address	PO BOX 1228 BEAUFORT SC 29901	Acreage	5.8400
Legal Description	60' R/W GARDNER DRIVE PB42 P117 PB61 P20 5/98 0.71 AC DEDUCTED FM 8/98 5/98 0.24 AC DEDUCTED FM 8/98F		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2018	\$500		\$500	\$0.00	\$0.00
2017	\$500		\$500	\$0.00	\$0.00
2016	\$500		\$500	\$0.00	\$0.00
2015	\$500		\$500	\$0.00	\$0.00
2014	\$500		\$500	\$0.00	\$0.00
2013	\$500		\$500	\$0.00	\$0.00
2012	\$500		\$500	\$0.00	\$0.00
2011	\$500		\$500	\$0.00	\$0.00
2010	\$500		\$500	\$0.00	\$0.00
2009	\$500		\$500	\$0.00	\$0.00

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
TOWN OF HILTON HEAD ISLAND	1241 1094	6/3/1999	QC		\$1
TOWN OF HILTON HEAD ISL	953 2313	6/17/1997	Fu		\$10
INDIGO RUN LTD P/S	952 1835	6/16/1997	Fu		\$10
UNKNOWN OWNER 04860662		12/31/1776	Or		\$0

Attachment H

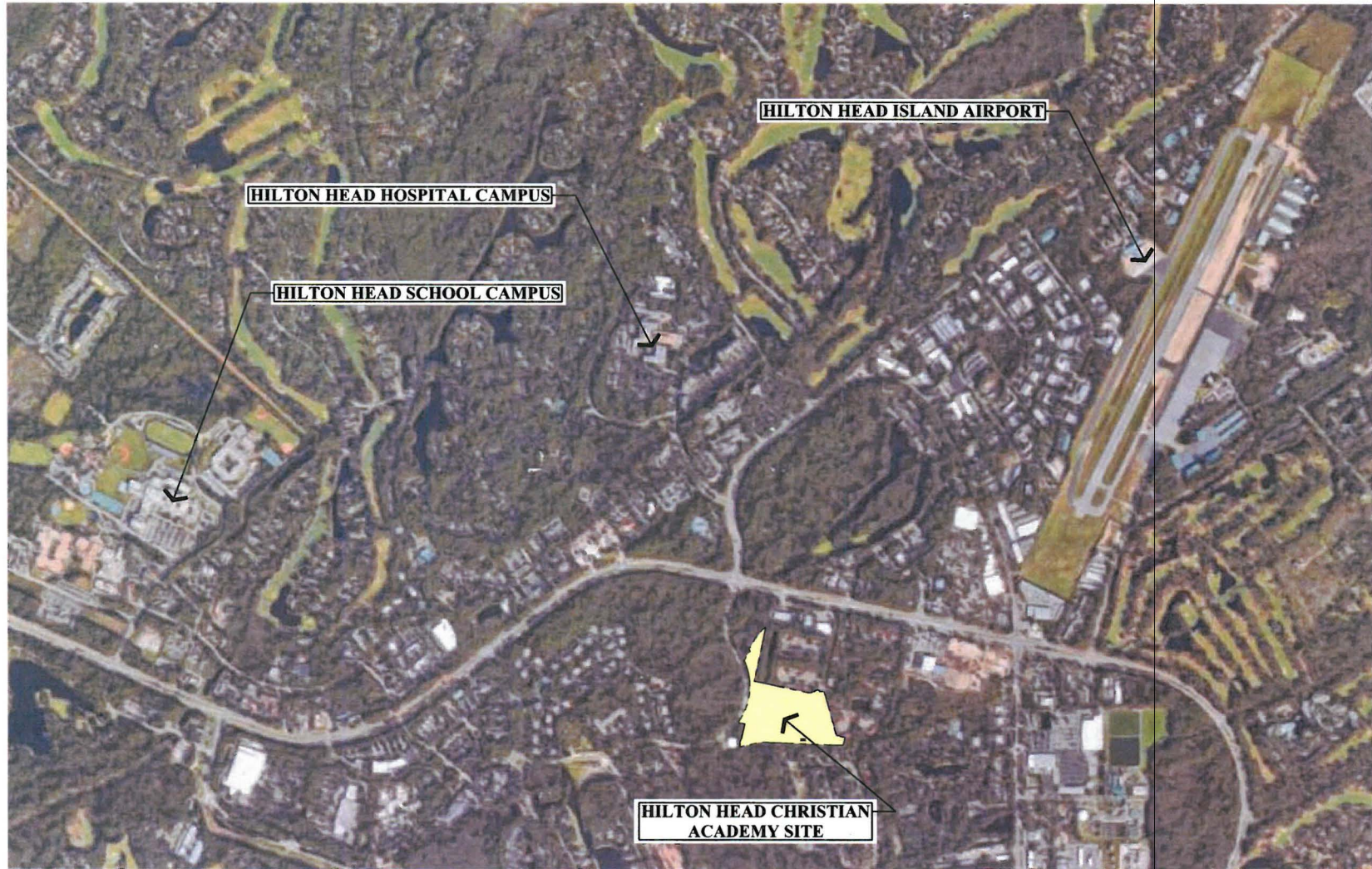
12/31/1776 Or \$0

Improvements							
Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

EXHIBIT "H" TO NARRATIVE SUPPLEMENT

Aerial Photo of Property

Attachment H



Project No: 01-18055

Date: 01-18-19

Scale: 1" = 500'-00"

Page Title: AERIAL IMAGE MAP



Document is preliminary and subject to change.

2013 Wood+Partners Inc., 7 Lafayette Place, Hilton Head Island, SC 29926 Tel: 843-681-4618 Fax: 843-681-7086, www.woodpartners.com

Spandrel Multifamily (Former HHCA Site)
Hilton Head Island, SC

Wood+Partners Inc. WPI
Landscape Architects
Land Planners

PO Box 23949 • Hilton Head Island, SC 29925
843.681.4618 • Fax 843.681.7086 • www.woodpartners.com

EXHIBIT "I" TO NARRATIVE SUPPLEMENT

Deed recorded in ROD in Book 207 Page 839

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

1839

KNOW ALL MEN BY THESE PRESENTS, That The Hilton Head Company, Inc. a Corporation having its principal offices in Beaufort County, South Carolina, for and in consideration of the sum of ten and 00/100----- (\$10.00)----- DOLLARS, to it in hand paid, at and before the sealing and delivery of these presents, by THOUSAND OARS, A Limited Partnership of Chatham County, Georgia the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said THOUSAND OARS, as aforementioned, its successors and assigns

all the following described property, to-wit:

ALL that certain piece, parcel or tract of land located on Hilton Head Island Beaufort County, South Carolina, and containing 50 acres, more or less, as shown on a plat thereof prepared by William H. Mitchell, Registered Professional Engineer, surveyed December 4, 1972, and attached hereto and made a part hereof, and having the following metes and bounds: Said property is bounded on the north by the Southern right of way of U. S. Route 278, on the East and West by lands of The Hilton Head Company, Inc. and on the South by lands now or formerly of Shay and having the following metes and bounds: Beginning at a point located 50 feet perpendicular to the center line right of way of U. S. Route 278, 1,118.61 feet West of its intersection with the center line of S. C. Route 7-44; thence S 14 degrees 33 minutes 40 seconds W for a distance of 1,196.18 feet to a point; thence 118 degrees 50 minutes 10 seconds SW, for a distance of 63.12 feet; thence 120 degrees 01 minutes 00 seconds SW for a distance of 123.01 feet; thence 120 degrees 50 minutes 00 seconds SW for a distance of 152.02 feet; thence 120 degrees 47 minutes 30 seconds SW for a distance of 151.43 feet; thence 160 degrees 18 minutes 02 seconds SW for a distance of 127.29 feet; thence 182 degrees 30 minutes 00 seconds SW for a distance of 230.74 feet; thence 193 degrees 09 minutes 20 seconds SW for a distance of 1,673.83 feet; thence S 75 degrees 26 minutes 20 seconds E for a distance of 1,487.30 feet to the point of the beginning and containing 50 acres more or less.

SUBJECT, HOWEVER, TO THE FOLLOWING:

Said property is conveyed subject to all obligations, restrictions, limitations and covenants of record in the office of the Clerk of Court for Beaufort County, South Carolina attached hereto and made a part hereof.

Revenue Stamps
Collected612-750
Beaufort County, S. C.

TOGETHER WITH ALL and singular the rights and interests in and to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said THOUSAND OAKS, A Limited Partnership of Chatham County, Georgia, its successors ~~now~~ and assigns, forever, subject however to the restrictions of covenants set out above.

AND, the said GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said THOUSAND OAKS, A Limited Partnership of Chatham County, Georgia, its successors ~~now~~ and assigns, against it and its successors and assigns, and all other persons or person lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized officers, this 15th day of December, 1972 A.D. 1972, and on the one hundred and ~~ninety-seventh~~ ^{ninety-seventh} year of the Seventy and 1 Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Patricia L. Martin
Lynn J. Scheider

THE HILTON HEAD COMPANY, INC. (SEAL)

By *Frederick C. Hack, Jr.*
President

ATTEST:

William M. Smoot
As Secretary

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

BEFORE ME personally appeared Patricia L. Martin and made oath that saw the within named corporation by Frederick C. Hack, Jr. its President sign the within deed and William M. Smoot its Secretary attest the same, and the said corporation, by said officers, seal said deed and, as its act and deed, deliver the within written deed, that he with Lynn J. Scheider witnessed the execution thereof.

SWORN to before me this 15th day

of December 1972 A.D.

Lynn J. Scheider (SEAL)
Notary Public for South Carolina

EXHIBIT B

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROTECTIVE COVENANTS

1841

WHEREAS, The Hilton Head Company, Inc. a corporation organized and existing under the laws of South Carolina, is owner of that certain fifty acre tract located on Hilton Head Island, Beaufort County, South Carolina as shown on the plat attached hereto and made a part hereof; and

WHEREAS, The Hilton Head Company, Inc. is desirous of placing upon the land certain restrictions and protective covenants which are more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, The Hilton Head Company, Inc. does hereby publish, set forth and declare the following protective covenants and restrictions for that certain tract as shown on that certain plat attached hereto and made a part hereof as recorded in the office of the Clerk of Court for Beaufort County, South Carolina.

1. All property in said tract shall be used for semi-residential purposes only. As used in this declaration the term "semi-residential" means buildings in the nature of multiple-unit apartment houses, condominium units, and any accompanying facilities, such as swimming pools; save and except a ten acre tract to be designated and site approved by The Hilton Head Company, Inc. which said tract may be used for a hotel and/or motel with related facilities; subject however to the restrictions hereinbelow.

2. No building, structure, or accompanying facility of any kind, including signs or other forms of advertising shall be erected, placed, or altered on any property until architectural plans, specifications, construction material and site plan have been approved in writing by The Hilton Head Company, Inc., its designated agent, successors or assigns. Primary consideration in granting or refusing such approval shall be: Quality of design, workmanship and materials; harmony of external design with existing structures, landscaping plan and location with respect to topography and finish grade elevations as well as any other appropriate and reasonable considerations including a height restriction of two stories on all units except motel or hotel units which shall have a three story height restriction and a density

1366 RV-2

Attachment H

1512

restriction of sixteen units per acre. Provided, however, that said density restriction shall not apply to any motel or hotel development or related facility. If The Hilton Head Company, Inc., its successors and assigns, do not act on an application made to them for approval within thirty (30) days after submission, such application shall be deemed approved. This 30 day automatic approval period shall not be applicable unless the applicant presents written evidence of the date of submission to the Company.

3. Property owners shall landscape the improved property included within their property lines and shall maintain the premises in a neat and attractive manner.

4. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any property at any time as a residence either temporarily or permanently.

5. Property owners shall provide within the area of their own property parking facilities to fully accommodate the automobiles of themselves and guests, such facilities to be shown on the site plan and approved by The Hilton Head Company, Inc., its successors and assigns.

6. No sewage disposal system shall be permitted on any property unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from such authority.

7. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be screened from the public view.

8. Property owners shall provide adequate service entrances which shall be screened from public view.

9. No noxious or offensive activity shall be carried on upon any property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No livestock or live fowl shall be maintained on any property without the written consent of The Hilton Head Company, Inc., its successors or assigns.

11. No live trees measuring six inches or more in diameter at a height of

1356 RV-2

1843

four and one-half feet above ground level may be removed without the approval of The Hilton Head Company, Inc.

12. No property shall be subdivided, or its boundary lines changed, except with the written consent of The Hilton Head Company, Inc., its successors or assigns. Said consent shall not be unreasonably withheld.

13. The Hilton Head Company, Inc. hereby reserves to itself, its successors and assigns, a perpetual, alienable and releasable easement and right, on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyances and use of electricity, telephone, gas, sewage, water and other public conveniences or utilities on, in or over the property conveyed hereunder. Such right may be exercised by any licensee of The Hilton Head Company, Inc., its successors or assigns, but this reservation shall not be construed as an obligation of The Hilton Head Company, Inc. its successors or assigns, to provide or maintain any such utility or service. Provided, however, that the foregoing is intended only as a general reservation of rights to the easements described, and each such easement shall be subject to a specific grant by written instrument as a condition precedent to its becoming effective, which instrument shall show the precise location and dimensions of any such easement. Such easements shall not be unreasonably withheld.

14. In the event that an owner of a unit or units within the property described herein should desire to sell his unit or units, then said property owner shall give The Hilton Head Company, Inc., its successors or assigns, an exclusive 90 day listing of such property, during which time the said company shall have the exclusive right to sell said property, and if the sale is consummated during said period, the said corporation shall be entitled to the prevailing commission of the total sales price on improved and unimproved property; and in the event the said company is unable to sell or dispose of said property at and for the price listed during the aforesaid period of time then the owner shall be free to sell and dispose of said property in such a manner as said owner shall desire. In no instance may the owner sell the property at a price less than that listed with the company, less commission, unless he has the express written consent of said company. If the property owner cannot sell the property within a one (1) year period following the

1950 RV-2

1814

listing by the company, the owner must again list the property with the company, for a 90 day period as above if he still desires to sell said property. This paragraph shall not apply in any way to the sale in a single transaction of all of the units in / development or phase of development on said property. No reservation of agency in favor of The Hilton Head Company, Inc. shall apply to any such sale.

15. If an owner of property within property described herein should receive an offer to purchase his property, it shall be offered for sale to the company at the same price at which the highest bona fide offer has been made for the property and with full disclosure of the intended purchaser; and the company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the company fail or refuse, within thirty (30) days after receipt of written notice of price and the terms of sale to exercise its option to purchase said property at the offered price and upon the offered terms, then the owners of said property shall have the right to sell said property subject however to all covenants and conditions and restrictions herein contained and at the exact price as submitted to the company. The owner may not solicit a purchaser by another agent or from advertising until the property owner has complied with Paragraph 14.

16. If any of the parties hereto, their heirs, successors or assigns or any property owner, or any other person or persons shall violate or attempt to violate any of these covenants herein contained, any of said parties, their heirs, successors or assigns, or any other person or persons owning, or having an economic interest (such as a mortgage) in real property situated in said tract or area or in any adjacent tract or area subject to these restrictions shall have the right to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or continuing to do so, and/or to recover damages for such violation, but neither a delay in enforcement nor a failure to enforce any one or more of said covenants shall constitute a waiver of the right to do so thereafter as to the same or any subsequent violation. All plans, specifications, and other data information submitted to The Hilton Head Company, Inc. pursuant to Paragraph 2 above shall be open to the inspection prior to approval by any person or persons owning or having an

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Attachment H

economic interest in real property situated in said property.

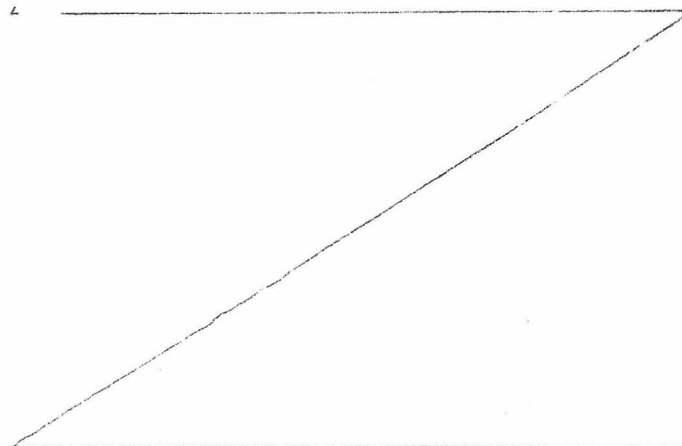
18-15

17. These restrictions incorporate all existing state and federal laws where applicable; and the invalidation of any restriction in this instrument contained, shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

18. The provisions of the foregoing paragraphs shall be construed as covenants running with the land and shall be binding upon and enforceable by any and all of the parties hereto, their agents, heirs, successors or assigns, or any other person or persons owning, or having an economic interest in real property in said subdivision or area or any adjacent subdivision or area, until January 1, 1995, after which time said covenants shall be automatically extended for successive period of ten (10) years; however, these restrictions and covenants may be amended, altered, or changed at any time by an instrument signed by the owners of a majority interest in the property and approved by The Hilton Head Company, Inc., its successors and assigns, which said approval shall not be unreasonably withheld.

20. It is understood that these covenants and restrictions do not apply to any mortgagee of any property owner in said tract of property if and when said mortgagee forecloses on a loan to said property owner or acquires property by procedure in lieu of foreclosure. However, any person purchasing from said mortgagee takes the property subject to these covenants and restrictions.

21. Should there be established a property owners association for said tract it is expressly understood that the owners hereunder will subscribe to said association upon the express written consent of the owners of a majority of the land conveyed subject to these covenants and restrictions.



WMS

1358 RV-2

DATED this First day of December, 1972.

1846

WITNESS:

THE HILTON HEAD COMPANY, INC.

[Signature]
[Signature]

By: [Signature]

Attest: William M. Smoot

State of South Carolina

County of Beaufort

Personally appeared before me _____ who, on oath
says that he saw the within corporation The Hilton Head Company, Inc. by
Frederick C. Hack, Jr. its Vice President sign the within Instrument and
that William M. Smoot its Asst. Secretary attested the same and as its act
and deed, sealed said Instrument and that he with Lynn J. Scheider wit-
nessed the execution thereof.

[Signature]

Sworn to before me this

First day of December, 1972

1956 REV. 2

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

THOUSAND OAKS, A Limited Part-
nership of Chatham County,
Georgia

FROM TO

THE HILTON HEAD COMPANY, INC.

TITLE
TO

HILTON HEAD ISLAND PROPERTY

1847

I hereby certify that the within deed has been
this of A.D. 19... Recorded
in Book of deeds, Page at
o'clock M.

M. H. Funderberg
Clerk of Court of Beaufort County

I hereby certify that the within deed has been
this day of A.D. 19... Trans-
ferred on Auditor's Book Page

Auditor of Beaufort County

1356 RV.2

EXHIBIT "J" TO NARRATIVE SUPPLEMENT

Assignment of Rights recorded in ROD in Book 521 Page 2090

400

10689

2090

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) ASSIGNMENT OF RIGHTS

This Assignment of Rights (the "Assignment") is made and executed this 3rd day of January 1989 by Erwin A. Friedman (herein referred to as the "Assignor").

WHEREAS, the Assignor desires to assign all of his rights, powers, titles, easements and Estates (collectively referred to as the "Rights") contained in any and all recorded and unrecorded Declarations of Covenants, Conditions and Restrictions and related instruments, recorded and unrecorded, and all subsequent amendments thereto affecting or related to the property described in Exhibit A hereto, and to this property only, situated on Hilton Head Island, Beaufort County, South Carolina (the "Declaration and the Amendments") to Hilton Head Christian Academy, a South Carolina eleemosynary corporation, its successors and assigns, (the "Assignee"), as recorded in the Office of the Register of Mesne Conveyances for Beaufort County in Deed Book 207 at Page 1839.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby fully assign to Assignee, its successors and assigns, the Assignor's Rights under the terms and provisions of the Declaration and the Amendments as they affect or relate to the property described in Exhibit A hereto, and to this property only.

This Assignment is granted without recourse, representation or warranty and is intended as a quit claim of the interest of Assignor as specified herein.

2091

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

Erwin A. Friedman
Erwin A. Friedman
Doris J. Friedman

ASSIGNEE:

HILTON HEAD CHRISTIAN ACADEMY

James B. Saba
BY: James B. Saba
Doris J. Friedman Attest: Hunt B. English MD

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the within named Assignor, Erwin A. Friedman, sign, seal and, as his act and deed, deliver the foregoing Assignment of Rights and that s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Erwin A. Friedman

Sworn to and subscribed before me
this 3rd day of January 1989.

Doris J. Friedman
Notary Public for SC
My Commission Expires: 6-17-92

2092

STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the within-named Assignee, Hilton Head Christian Academy, by JAMES B. SAGA, its CHAIRMAN and attested to by KENT B. ENGLAND, its SECRETARY, sign, seal and, as its act and deed, deliver the foregoing Assignment of Rights and that s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Elizabeth A. Sheaffer

Sworn to and subscribed before me
 this 5th day of January 1989.

Daniel J. [Signature]
 Notary Public for SC
 My Commission Expires: 6-17-92

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

2093

EXHIBIT A

ALL that certain lot, tract or parcel of land situate, lying and being 12.16 acres of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina, being more particularly described as follows:

Commencing at the intersection of the center line of Matthews Drive and the center line of U.S. Highway 278, and proceeding thence North 75° 26' 20" West a distance of 2,608.17 feet to a point; proceeding thence South 14° 32' 15" West a distance of 1,000.13 feet to a point marked by a found concrete monument which marks the point of beginning of the property herein described.

Proceeding thence South 75° 26' 20" East a distance of 618.74 feet to a point marked by a found concrete monument; proceeding thence North 62° 18' 20" East a distance of 77.34 feet to a point marked by a set concrete monument; proceeding thence along a curve to the right having a radius of 30 feet an arc distance of 75 feet to a point marked by a set concrete monument; proceeding thence South 12° 49' 15" East a distance of 486.64 feet to a point marked by a set concrete monument; proceeding thence South 75° 33' East a distance of 90.20 feet to a point marked by a set concrete monument; proceeding thence South 14° 27' West a distance of 82.22 feet to a point marked by a set concrete monument; proceeding thence North 87° 30' 55" West a distance of 40.31 feet to a point; proceeding thence North 85° 04' West a distance of 317.78 feet to a point marked by a found old concrete monument; proceeding thence North 46° 25' 15" West a distance of 44.35 feet to a point marked by a stake; proceeding thence North 84° 11' West a distance of 60.50 feet to a point marked by a found concrete monument; proceeding thence North 5° 49' East a distance of 30.04 feet to a point marked by a found concrete monument; proceeding South 84° 11' East a distance of 60.50 feet to a point marked by a stake; proceeding thence South 5° 49' West a distance of 30.04 feet to a

point marked by a stake; proceeding thence South 46° 25' 15" East a distance of 44.35 feet to a point marked a found old concrete monument; proceeding thence North 85° 05' 55" West a distance of 582.91 feet to a point marked by an old stone; proceeding thence South 79° 54' 15" West a distance of 231.24 feet to a point marked by a found concrete monument; proceeding thence North 14° 32' 15" East a distance of 712.15 feet to a point marked by the found concrete monument which marks the point of beginning of the property herein described.

The 0.04 acre tract designated as the "Lift Station Site" on the plat described below is specifically excluded from the property described herein, this being the description of the 12.2 acre tract shown on said plat, specifically saving and excluding therefrom the 0.04 acre tract designated as the "Lift Station Site."

For a more particular description of said property, reference is made to that certain plat prepared by Hussey, Gay & Bell, Consulting Engineers on April 23, 1982, of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina, which plat is recorded in the office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30, Page 123, said real property being shown upon said plat as having the metes and bounds described above.

Black & Biel

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
10:48 O'CLOCK	JAN 27 1989	521 PAGE
A	2090	
<i>Lloyd S. Dalton</i> REGISTER OF MORTGAGE CONVEYANCE		

EXHIBIT “K” TO NARRATIVE SUPPLEMENT

Indigo Run Master Plan revised January 25, 2000

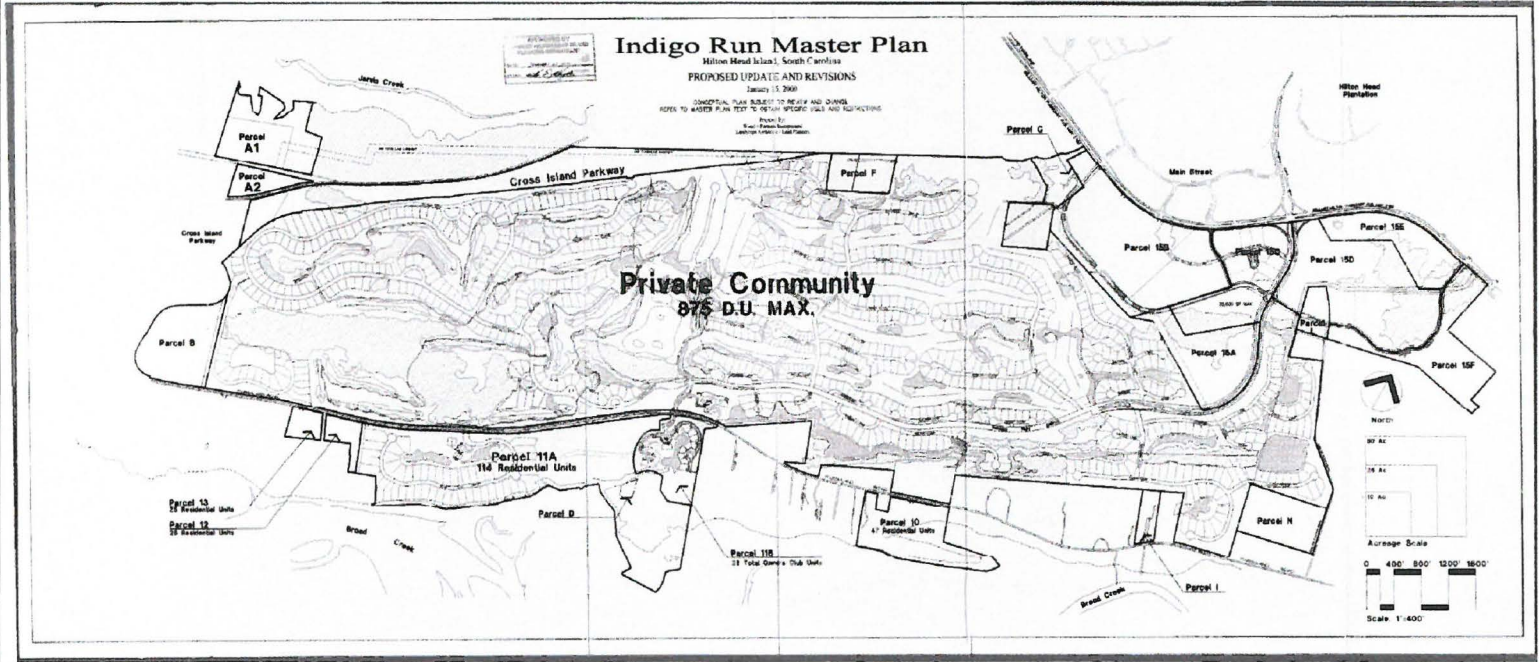


EXHIBIT “K-1” TO NARRATIVE SUPPLEMENT

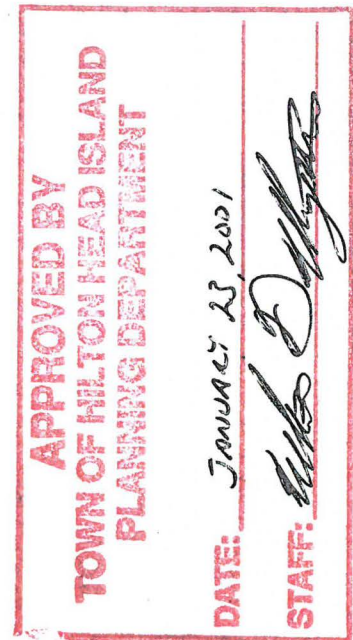
Town Ordinance No. 2000-01, Chart I, Definitions

Attachment H

January 1, 1992
Last Revised January 25, 2000
ZMA990009
Ordinance No. 2000-01

**INDIGO RUN MASTER PLAN TEXT
PD-1 Zoning District**

**CHART I
DEFINITIONS**



1. RESIDENTIAL

- a. Land uses consisting of single family (full size and patio sized lots and attached and detached single family), and multi-family (attached residential including both short term and long term rentals).
- b. This land use also may include community maintenance and operations facilities, minor utility sub-stations, such as a phone or cable company switching station, and water, sewer and cable television facilities.

2. PRIVATE AND SEMI-PRIVATE RECREATION

Land uses which include but are not limited to golf courses, clubhouses and other golf related amenities/facilities (such as, but not limited to, maintenance facilities, cart barns, etc.) swimming pools, tennis courts, playgrounds, pavilions, bathhouses, multi-purpose buildings, community buildings, and other complementary active and passive uses which may be private and/or semi-private. Any such facility may be lighted for night use.

3. PUBLIC RECREATION

- a. Land uses consisting of private and semi-private recreation, indoor and outdoor lighted and unlighted recreation facilities, establishments and services which include active and passive sports, entertainment and equestrian facilities, and restaurants serving such public recreational facilities.
- b. Specifically excluded are outdoor multi-purpose amusement parks, waterslides, wave pools, go-cart tracks, automobile or other mechanized vehicle race tracks, mazes, rifle-range/shooting galleries, ferris wheels, roller coasters and displays of fiberglass or artificial animals, monsters or beasts.

4. COMMERCIAL

Land uses consisting of offices and retail commercial businesses.

5. RETAIL COMMERCIAL

Establishments engaged in selling goods or merchandise to the general public for personal or household consumption (e.g. shopping centers, super markets, department stores, convenience stores, gas stations, etc.) and rendering services incidental to the sale of such goods; and establishments providing services or entertainment to the general public, including but not limited to eating and drinking establishments, personal service businesses, automobile service and repair businesses and entertainment establishments (e.g. movie theaters, bowling alleys, video arcades).

6. INSTITUTIONAL

Land uses consisting of civic, cultural, municipal, governmental, educational, medical, research, or other similar facilities which may include dormitories or other similar living quarters for students, staff, faculty and professionals.

7. CONGREGATE CARE FACILITY

A facility which provides housing and one or more personal services for the elderly, which may include limited nursing services but which does not include nursing home care. Such facilities may provide common areas for the exclusive use of the residents and their guests (e.g. central dining facilities, recreation facilities, meeting rooms, beauty/barber shops). Units that do not contain kitchen facilities shall be calculated at a rate of 2.88 congregate care facility units equaling 1 residential dwelling unit.

END CHART I

Attachment H

CHART II LAND USE SUMMARY

Parcel No.'s and Land Uses	Total Residential Units	Approx. Gross Acreage
Private Community	875	_____
• Residential		
• Private/Semi-Private Recreation		
Parcel 10	47	28.59
• Residential		
• Private/Semi-Private Recreation		
Parcel 11-A	114	_____
• Residential		
• Private/Semi-Private Recreation		
Parcel 11-B	28	_____
• Residential		
• Divisible Dwelling Units		
• Interval Occupancy		
• Private/Semi-Private Recreation		
Parcel 12	25	10.07
• Residential		
• Private/Semi-Private Recreation		
Parcel 13	25	4.64
• Residential		
• Private/Semi-Private Recreation		
Parcel 15-A		_____
• Single Family Residential	44	
Parcel 15-B		_____
• Retail Commercial, not to exceed 7,000 square feet per net acre	Not applicable	

Attachment H

Parcel No.'s and Land Uses	Total Residential Units	Approx. Gross Acreage
Parcel 15-C		_____
• Non-retail Commercial, not to exceed 10,000 square feet per net acre (except as otherwise shown on the Master Plan Map)	Not applicable	
Parcel 15-D		_____
• Residential	252	
• Congregate Care Facility	47	
Parcel 15-E		_____
• Commercial, not to exceed 50,000 square feet total	Not applicable	
Parcel 15-F		_____
• Commercial, not to exceed 10,000 square feet per net acre for retail, or 20,000 square feet for non-retail	Not applicable	
• Public Recreation		
• Institutional, not to exceed 10,000 square feet per net acre		

Note: Acreages shown are approximate and as such are not to be construed as survey accurate or as legal descriptions.

END CHART II

CHART III
LAND USE SUMMARY FOR TRACTS A-N

Chart V identifies the approved land use designations, densities, specific site requirements and any limitations or restrictions that apply to those properties (Tracts A, B, D, E, F, G, I, L and N) in the Town's original application (ZMA-8-91) for changes to the Indigo Run Master Plan that are included as a part of the revised Master Plan.

Tract Identification and Land Uses	Total Residential Units	Approx. Gross Acreage
Parcel A-1		
• Residential	141	32.98
• Private/Semi-Private Recreation		
Parcel A-2		
• Residential	29	7.038
• Private/Semi-Private Recreation		
• Church with accessory uses (not to exceed 5,000 square feet per net acre)		
Parcel B	204	25.08
• Residential		
• Private/Semi-Private Recreation		
Parcel D	Not Applicable	0.75
• Pine Field Cemetery		
Parcel F	50	12.73
• Residential		
• Private/Semi-Private Recreation		
Parcel G	Not Applicable	2.64
• Power Sub-Station and other utilities services		
• Waste Transfer Station		
Parcel I	Not Applicable	4.41
• Light Industrial		
Parcel L	Not Applicable	5.79
• Existing Concrete Plant		

Attachment H

Tract Identification and Land Uses	Total Residential Units	Approx. Gross Acreage
<p>Parcel N</p> <ul style="list-style-type: none"> School (Grades K through 12) to include the following facilities: parking, classrooms, gymnasiums, swimming pool, auditorium, and administrative buildings. Single Family detached Residential not to exceed 4 Dwelling Units per net acre of the parcel devoted to residential (Note: A maximum of 95 units are permitted if the entire parcel is developed for residential dwellings). Non-commercial recreational areas to include the following: baseball facilities, soccer and football fields, nature trails, and gardening areas; but only in connection with a school. Access to any school or recreational facility shall be exclusively from Leg O Mutton Road. Required buffers shall be increased to a minimum of 150 feet along property lines for all recreational and school uses. Interval Occupancy units are prohibited. Dwelling Units permitted for this tract are not transferable to or from other parcels/tracts within the Indigo Run Master Plan. 	Not Applicable	23.81
MAXIMUM RESIDENTIAL UNITS	482	
TOTAL GROSS ACRES (+/-)		126.4

1976

END CHART III

EXHIBIT “L” TO NARRATIVE SUPPLEMENT

Letter from Jeremy Clarke, CEO of the Hilton Head Hospital



January 18, 2019

Planning Commission and
Town Council of the Town of Hilton Head Island

Re: Zoning Map Amendment – Hilton Head Christian Academy Campus

Dear Ladies and Gentlemen:

This letter is provided by the Hilton Head Hospital in support of the proposed zoning map amendment and redevelopment of the Hilton Head Christian Academy Campus into a new multi-family apartment community. Tenet Health System's Hilton Head Hospital employs more than 700 personnel at its Hilton Head Island campus. The addition of quality residential housing opportunities is a well-known and much discussed need in our community, and the approval and development of this apartment community will provide a viable housing option for Hospital personnel and other employees working on Hilton Head. On behalf of the Hilton Head Hospital, it is respectfully requested that the Planning Commission and Town Council favorably view and approve this zoning map amendment and the development as proposed.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Clark", followed by the date "1/22/19" written in the same ink.

Jeremy Clark
Market Chief Executive Officer
Hilton Head Regional Healthcare

EXHIBIT “M” TO NARRATIVE SUPPLEMENT

Copy of “will serve” letter HHI PSD #1

COMMISSIONERS

Bob Manne, Chair
Bob Gentzler, Vice-Chair
Gary Kratz, Treasurer
David McCoy, Secretary
Frank Drehwing
Herbert Ford
Patti Soltys



EXECUTIVE STAFF

J. Pete Nardi, General Manager
Larry M. Sapp, Chief Financial Officer
William C. Davis, Operations Manager

HILTON HEAD PUBLIC SERVICE DISTRICT

December 19, 2018

Jay Stasi
Spandrel Development Partners

Re: 55 Gardner Drive
R510-008-000-098A-0000

Dear Jay,

Hilton Head Public Service District has water and sewer availability to serve the above location.

Sincerely,

A handwritten signature in blue ink that reads "William Davis".

William Davis
Operations Manager

EXHIBIT “M-1” TO NARRATIVE SUPPLEMENT

Copy of “will serve” letter Palmetto Electric Cooperative



1 Cooperative Way

Hardeeville, SC 29927

843-208-5551

December 18, 2018

Mr. Jay Stasi
Spandrel Development Partners
Jstasi@spandreldevelopment.com

Re: 55 Gardner Drive

Dear Jay:

Palmetto Electric Cooperative, Inc. ("PECI") has ample power available to serve the above-referenced project. A redline drawing will be provided when the electrical load requirements and a detailed drawing have been received. There may be "Aid-in-Construction" charges for line extensions, relocations, or special grades of service as described in PECI policies.

Thank you for your cooperation in this matter. Please contact me at (843) 208-5512 or via email thutchinson@palmetto.coop if you have any questions or if I may be of further assistance.

Sincerely,

PALMETTO ELECTRIC COOPERATIVE, INC.

A handwritten signature in blue ink, appearing to read "Tim Hutchinson", is written over a horizontal blue line.

Tim Hutchinson
System Engineer

TH:mhl

c: Mr. José-Luis Aguilar, PECI
Mr. Corey Tuten, PECI
Mr. Matt Loxley, PECI





February 5, 2019

Jay Stasi, VP of Construction
Spandrel Development
205 E 42nd St, 20th Floor
New York, NY 10017

Dear Mr. Stasi:

SUBJ: Letter of Intent to Provide Service for: **55 Gardner Drive, HHI**

Hargray Engineering Services has reviewed the master plan for the above referenced project. Hargray Communications has the ability and intent to serve the above referenced project. Forward to our office a digital copy of the plan that has been approved by the county/town for use with Microstation or AutoCAD. Our office will then include owner/developer conduit requirements on the approved plan and return to your office.

By accepting this letter of intent to serve, you also accept sole responsibility to forward the requirements and Project Application Form to the owner/developer. The Project Application Form identifies the minimum requirements to be met as follows:

- Commercial buildings – apartments – villas: Minimum 4 inch diameter conduit Schedule 40 PVC with pull string buried at 24 to 30 inch depth, from the equipment room or power meter location to a point designated by Hargray at the road right-of-way or property line. **Conduits are required from each building site and multiple conduits may apply.**
- Commercial buildings with multiple "units" may require conduit(s) minimum $\frac{3}{4}$ " from main equipment entry point to termination point inside unit. Plenum type ceilings require conduits or flame retardant Teflon wiring to comply with code.
- Hotel or large commercial project requirements would be two (2) 4 inch diameter Schedule 40 PVC underground conduits.
- Equipment rooms to have $\frac{3}{4}$ inch 4'x8' sheet of plywood mounted on wall to receive telephone equipment.
- A power ground accessible at equipment room or an insulated #6 from the service panel or power MGN to the backboard.
- Residential wiring requires CAT5E wiring (4 or 6 Pair) twisted wire for Telephone and Data. Industry Standard.
- All interior wiring should be pulled to the area immediately adjacent to the plywood backboard or power meter location. A minimum of 5' of slack is required for terminations.

Aid in or Aid to Construction may apply to certain projects.

Easements are required prior to installing facilities to your site.

Should there be any changes or additions to the original master plan, this letter will only cover those areas which are shown on the original master plan. All changes or additions would require another Letter of Intent to supply service. All costs incurred by the Telephone Company resulting from any requested change or failure to comply with minimum requirements shall be borne by the Developer. **Commercial projects require pre-construction meeting with Telco Company to review requirements.** I am available to discuss these requirements in more detail at your convenience.

Sincerely,

Rodney Cannon
Interim Manager, Facilities Engineering
843-815-1697

Attachment H

Requirement for Letter of Intent to Provide Service

HARGRAY COMMUNICATIONS COMPANY, INC

Engineering Services Construction Application

CONTACT INFORMATION

Project Owner Name:	SDP HHI, LLC	Phone No.:	646.747.2200
Address:	205 E. 42nd St. 20th Floor	City, State, Zip	New York, NY 10017
Developer Name:	Spandrel Development	Phone No.:	646.747.2200
Address:	205 E. 42nd St. 20th Floor	City, State, Zip	New York, NY 10017
Project Manager Name:	Ward Edwards, Inc. /	Phone No.:	843-837-5250
Address:	PO Box 381	City, State, Zip	Bluffton, SC 29910

PROJECT INFORMATION

Project Name/Location	55 Gardner Drive Hilton Head Island, SC 29926		
Proposed Start and Finish Dates	07/2020 - 11/2021	Lots	
No. of Phases	1	Units Per Phase	300
Comments:		Condominium Units	
		Commercial Sq. Ft.	

REQUIREMENTS INFORMATION

APPLICATION REQUIREMENTS

**Engineering note: Check boxes that apply to applicant.

Hargray Communications Company Inc must have copies of the following items before we can furnish a "Letter of Intent" and schedule your project.

☒ One copy of development or site plans indicating property and/or lot lines, proposed buildings, roads, parking, water, sewer and drainage layout.

☒ Digital copy of county/town approved plan.

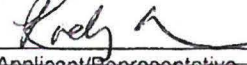
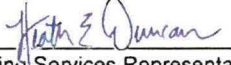
PROJECT REQUIREMENTS

These must be in place before service can be provided.

- ☒ * Commercial Buildings-Apartments-Villas - Hotels
Minimum 4 inch diameter conduit Sch. 40 PVC with pull string buried at 24 to 30 inch depth, from the equipment room or power meter location to a point designated by Hargray at the road right-of-way or property line. Conduits are required from each building site & multiple conduits may apply.
- ☒ * Commercial buildings with multiple "units" may require conduit(s) minimum 3/4" from main equipment entry point to termination point inside unit. Plenum type ceilings require conduits or flame retardant Teflon wiring to comply with code.
- ☒ A dedicated 110-volt, 20 amp circuit with a four way outlet to power external equipment for the site. For Commercial Application.
- ☒ Equipment rooms to have 3/4 inch 4'X8' sheet of plywood mounted on wall to receive telephone equipment.
- ☒ A power ground accessible at equipment room or an insulated #6 from the service panel or power MGN to the backboard.
- ☒ Residential wiring requires CAT5E wiring (4 or 6 Pair) twisted wire for Telephone and Data (industry standard).
- ☒ CATV inside wiring will be RG6 foil wrapped 66% braid minimum, home run to each outlet.
- ☒ All interior wiring should be pulled to the area immediately adjacent to the plywood backboard or power meter location. A minimum of 5' of slack is required for terminations.
- ☒ A 120 AC 15 A dedicated power outlet is to be located in the service yard to supply AC power to the ONU. Power to the ONU will be provided through a Pull Out Disconnected Switch, manufactured by Square D Company, or equivalent. The Horsepower Rating for the disconnect switch is 240VAC max, 60A, not fusible.
- ☒ Easements are required.

* Commercial projects require pre-construction meeting with Telco/CATV Company to review requirements.

I understand and agree to provide or meet the application and project requirements as stated above and to inform the contractor/builder of these requirements. I understand that if the project design changes or the proposed start date is delayed by nine (9) months or more, that I must submit a new application. All costs incurred by TELCO resulting from any requested change or failure to comply with minimum requirements, shall be borne by the Developer. Aid in or Aid to Construction may apply to certain projects.

		2/4/19
Applicant/Representative	Engineering Services Representative	Date

Hargray Engineering Services; P.O. Box 3380, Bluffton, SC 29910; Bluffton (843) 815-1676, FAX 815-6201

Attachment I



PC 800 2000 • Hilton Head Island, SC 29926
GLEN JAY • Fax 800.779.779 • www.colsonpartners.com

Attachment I



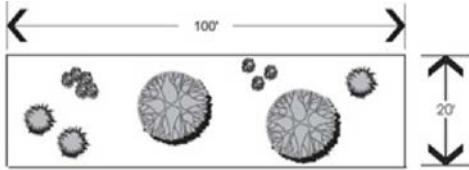

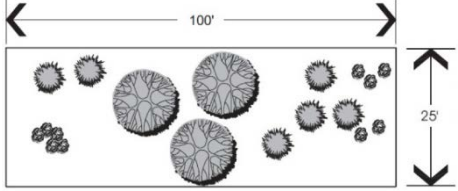
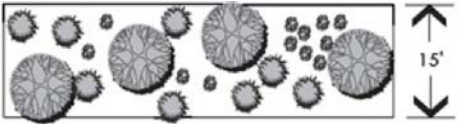
ATTACHMENT J

Setbacks and Buffers for Existing and Proposed Uses on the Subject Property

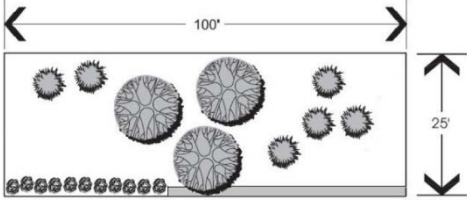
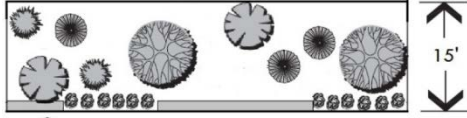
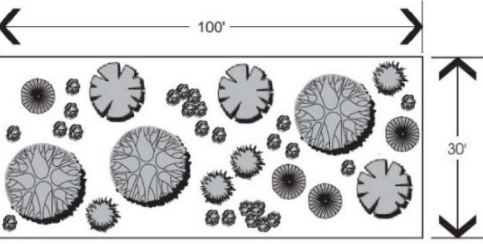
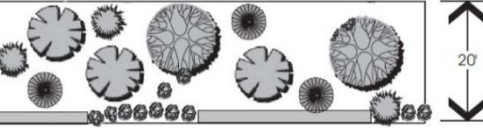
*Hilton Head Christian Academy is an Institutional Use

Existing, Designated Uses	Town-owned parcel to the north	Sandalwood Terrace	Undeveloped Southwood Park Drive right-of-way	Old Woodlands	Town-owned parcel to the south	Hilton Head PSD	Gardner Drive
Commercial Use Setback	30 ft, 60°	25 ft, 75°	20 ft, 60° Setback Type A Buffer	25 ft, 75°	30 ft, 60°	20 ft, 75°	40 ft, 70° Setback Type B Buffer
Commercial Use Buffer	Type C	Type B		Type C	Type C	No buffer	
Public Recreation Use Setback	20 ft, 75°	20 ft, 75°		20 ft, 75°	20 ft, 75°	25 ft, 75°	
Public Recreation Use Buffer	Type A	No buffer		Type A	Type A	Type B	
Institutional Use* Setback	30 ft, 60°	25 ft, 75°		25 ft, 75°	30 ft, 60°	20 ft, 75°	
Institutional Use* Buffer	Type C	Type B		Type C	Type C	No buffer	
Proposed Uses	Town-owned parcel to the north	Sandalwood Terrace	Undeveloped Southwood Park Drive right-of-way	Old Woodlands	Town-owned parcel to the south	Hilton Head PSD	Gardner Drive
Institutional Use* Setback	30 ft, 60°	25 ft, 75°	20 ft, 60° Setback Type A Buffer	25 ft, 75°	30 ft, 60°	20 ft, 75°	40 ft, 70° Setback Type B Buffer
Institutional Use* Buffer	Type C	Type B		Type C	Type C	No buffer	
Multifamily Residential Use Setback	20 ft, 75°	20 ft, 75°		20 ft, 75°	20 ft, 75°	25 ft, 75°	
Multifamily Residential Use Buffer	Type A	No buffer		Type A	Type A	Type B	

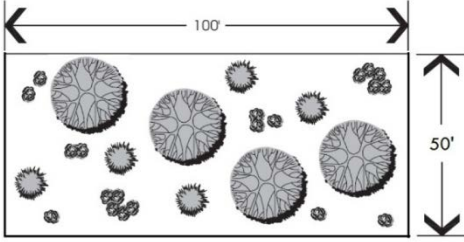
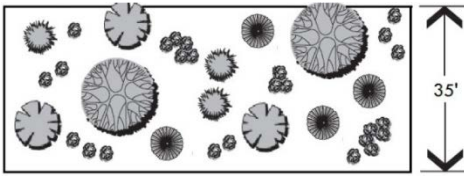
ATTACHMENT K

LMO TABLE 16-5-103.F, BUFFER TYPES		
MINIMUM BUFFER WIDTH AND SCREENING REQUIREMENTS		
TYPE A BUFFER		
This buffer includes low- <i>density</i> screening designed to partially block visual contact and create spatial separation between <i>adjacent uses</i> or between <i>development</i> and <i>adjacent streets</i> with low traffic volumes.		
Option 1		Width: 20 feet <i>Overstory trees</i> : 2 every 100 linear ft <i>Understory trees</i> : 3 every 100 linear ft Evergreen shrubs: 8 every 100 linear ft
Option 2		Width: 10 feet <i>Overstory trees</i> : 2 every 100 linear ft <i>Understory trees</i> : 4 every 100 linear ft Evergreen shrubs: 10 every 100 linear ft
TYPE B BUFFER		
This buffer includes low- to medium- <i>density</i> screening designed to create the impression of spatial separation without significantly interfering with visual contact between <i>adjacent uses</i> or between <i>development</i> and <i>adjacent</i> minor arterials.		
Option 1		Width: 25 feet <i>Overstory trees</i> : 3 every 100 linear ft <i>Understory trees</i> : 6 every 100 linear ft Evergreen shrubs: 10 every 100 linear ft
Option 2		Width: 25 feet <i>Overstory trees</i> : 3 every 100 linear ft <i>Understory trees</i> : 6 every 100 linear ft Evergreen shrubs: 10 every 100 linear ft

ATTACHMENT K

LMO TABLE 16-5-103.F, BUFFER TYPES		
MINIMUM BUFFER WIDTH AND SCREENING REQUIREMENTS		
TYPE C BUFFER		
This buffer includes medium- <i>density</i> screening designed to eliminate visual contact at lower levels and create spatial separation between <i>adjacent uses</i> .		
Option 1		<p>Width: 25 feet</p> <p>Overstory trees: 3 every 100 linear ft</p> <p>Understory trees: 5 every 100 linear ft</p> <p>A solid wall or fence at least 3 ft high or a solid evergreen hedge at least 3 ft high and 3 ft wide</p>
Option 2		<p>Width: 15 feet</p> <p>Overstory trees: 4 every 100 linear ft</p> <p>Understory trees: 6 every 100 linear ft</p> <p>A solid wall or fence at least 3 ft high or a solid evergreen hedge at least 3 ft high and 3 ft wide</p> <p>At least 50% of all trees must be evergreen</p>
TYPE D BUFFER		
This buffer includes high- <i>density</i> screening designed to eliminate visual contact up to a height of six feet and create a strong spatial separation between <i>adjacent uses</i> . A Type D buffer is required adjacent to all loading areas per Section 16-5-107.H.8.d, Buffering of Loading Areas.		
Option 1		<p>Width: 30 feet</p> <p>Overstory trees: 5 every 100 linear ft</p> <p>Understory trees: 6 every 100 linear ft</p> <p>Evergreen shrubs: 25 every 100 linear ft and at least 6 ft high at maturity</p> <p>At least 50% of all trees must be evergreen</p>
Option 2		<p>Width: 20 feet</p> <p>Overstory trees: 6 every 100 linear ft</p> <p>Understory trees: 8 every 100 linear ft</p> <p>A solid wall or fence at least 6 ft high or a solid evergreen hedge at least 6 ft high and 3 ft wide</p> <p>At least 50% of all trees must be evergreen</p>

ATTACHMENT K

LMO TABLE 16-5-103.F, BUFFER TYPES		
MINIMUM BUFFER WIDTH AND SCREENING REQUIREMENTS		
TYPE E BUFFER		
This buffer provides greater spacing and medium- <i>density</i> screening designed to define “green” corridors along major arterials.		
Option 1		<p>Width: 50 feet</p> <p>Overstory trees: 4 every 100 linear ft</p> <p>Understory trees: 5 every 100 linear ft</p> <p>Evergreen shrubs: 20 every 100 linear ft and at least 3 ft high at maturity</p>
Option 2		<p>Width: 35 feet</p> <p>Overstory trees: 5 every 100 linear ft</p> <p>Understory trees: 7 every 100 linear ft</p> <p>Evergreen shrubs: 25 every 100 linear ft and at least 3 ft high at maturity</p> <p>At least 50% of all trees must be evergreen</p>
<ol style="list-style-type: none"> Required overstory trees shall be distributed and spaced to maximize their future health and effectiveness as buffers. Other required vegetation shall be distributed within the buffer as appropriate to the function of the buffer. Where an adjacent use is designed for solar access, understory trees may be substituted for overstory trees. Fences or walls within an adjacent street or use buffer shall comply with the standards of Sec. 16-5-113, Fence and Wall Standards. A berm may be provided in conjunction with the provision of a hedge, fence, or wall to achieve height requirements, provided its side slopes do not exceed a ratio of three horizontal feet to one vertical foot and the width of its top is at least one-half its height. If a buffer length is greater or less than 100 linear feet, the planting requirements shall be applied on a proportional basis, rounding up for a requirement that is 0.5 or greater, and down for a requirement that is less than 0.5. (For example, if the buffer length is 150 linear feet, and there is a requirement that 5 overstory trees be planted every 100 linear feet, 8 overstory trees are required to be planted in the buffer ($1.5 \times 5 = 7.5$, rounded up to 8)). Minimum buffer widths and minimum planting requirements for adjacent street buffers may be reduced by up to 30 percent in the S District, 20 percent in the RD and IL Districts, and 15 percent in all other districts, on demonstration to the Official that: <ol style="list-style-type: none"> The reduction is consistent with the character of development on surrounding land; Development resulting from the reduction is consistent with the purpose and intent of the adjacent setback standards; The reduction either (a) is required to compensate for some unusual aspect of the site or the proposed development, or (b) results in improved site conditions for a development with nonconforming site features; The reduction will not pose a danger to the public health or safety; Any adverse impacts directly attributable to the reduction are mitigated; 		

ATTACHMENT K

- f. The reduction, when combined with all previous reductions allowed under this provision, does not result in a cumulative reduction greater than a 30 percent in the S District, 20 percent in the RD and IL Districts, or 15 percent in all other districts; and
 - g. In the S, RD, and IL districts, there are no reasonable options to the reduction that allow development of the site to be designed and located in a way that complies with LMO standards.
- 7. Minimum buffer widths and minimum planting requirements for adjacent use buffers may be reduced by up to 10 percent any district on demonstration to the Official that:
 - a. The reduction is consistent with the character of development on surrounding land;
 - b. Development resulting from the reduction is consistent with the purpose and intent of the adjacent setback standards;
 - c. The reduction either (a) is required to compensate for some unusual aspect of the site or the proposed development, or (b) results in improved site conditions for a development with nonconforming site features;
 - d. The reduction will not pose a danger to the public health or safety;
 - e. Any adverse impacts directly attributable to the reduction are mitigated; and
 - f. The reduction, when combined with all previous reductions allowed under this provision, does not result in a cumulative reduction greater than a 30 percent in the S District, 20 percent in the RD and IL Districts, or 15 percent in all other districts.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, CM, Town Manager
VIA: Shawn Colin, AICP, *Director of Community Development*
VIA: Jennifer Ray, *Deputy Director of Community Development*
FROM: Emily Sparks, *Project Lead*
DATE: February 20, 2019
SUBJECT: Lease of property adjacent to Zion Chapel of Ease to Heritage Library

Recommendation: That Town Council approve the lease of the Town owned property adjacent to Zion Chapel of Ease to the Heritage Library Foundation (Heritage).

The Public Facilities Committee met on January 28, 2019 and voted unanimously to forward a recommendation to Town Council to approve the lease of the Town owned property adjacent to Zion Chapel of Ease to the Heritage.

Summary: Heritage owns and maintains the Saint Luke's Parish Zion Chapel of Ease Cemetery at the intersection of Mathews Drive, William Hilton Parkway, and Folly Field Road. Heritage has proposed opening the Saint Luke's Parish Zion Chapel of Ease History Park (History Park) and is requesting that Town Council consider a long-term lease of the adjacent historic property owned by the Town to Heritage for construction of the History Park. Under the leasing arrangement, the property would operate as a public park.

Background: Heritage submitted a project description (Exhibit B) and a conceptual site plan (Exhibit C) to the Town of Hilton Head Island outlining the proposed scope of work. This leasing arrangement would enable Heritage to establish parking areas, a visitor pavilion with interpretive signage, a replica militia muster house, improvement of vehicular traffic ingress and egress, accessibility to Town of Hilton Head Island pathways, a wood dock/observation platform, and a viewing platform/overlook.

The addition of the History Park will promote and preserve a historic site, enhance access to and enjoyment of history, and highlight a unique cultural-heritage tourism asset while adding a centrally-located public site for educational outreach and guided reflection relative to the pre-Twentieth Century periods on the island.

Key components of the lease are as follows:

- The Property will remain open as a public park.
- The Lease is contingent upon the adoption of an Ordinance by the Town (Attachment A).
- The initial term is 45 years with a renewal option.

Subject: Lease of property adjacent to Zion Chapel of Ease to Heritage Library

02/20/2019

Page 2

Attachment:

Attachment A: Ordinance (including Lease, Project Description, and Conceptual Site Plan)

Attachment B: Map

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE WITH THE HERITAGE LIBRARY FOUNDATION, RELATED TO THE LEASE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 (SUPP. 2012), AND SEC. 2-3-30, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Hilton Head Island, South Carolina (“Town”), owns one or more parcels of real property known as Beaufort County R510 008 000 0017 0000 (“Property”); and

WHEREAS, the Town desires to lease the Property to Heritage Library Foundation, (“Heritage”), for the operation of a publicly-accessible history park in the Town of Hilton Head Island in accordance with that certain Lease attached hereto as Exhibit “A”; and

WHEREAS, on January 28, 2019, the Public Facilities Committee met and voted unanimously to forward a recommendation to Town Council to approve the lease of the Town owned property to Heritage; and

WHEREAS, the Town Council for the Town has determined that it is in the best interests of the Town to enter into a Lease with Heritage for the operation of a publicly-accessible history park in the Town of Hilton Head Island in substantial conformance with the attached Exhibit “A”.

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

Section 1 - Execution, Delivery and Performance of Lease.

(a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Lease in substantial conformance with the attached Exhibit “A”; and

(b) The Town Manager is hereby authorized to take such other and further actions as may be necessary to complete the performance of the Town's obligations under the terms and conditions of the Lease.

Section 2 - Severability.

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

Section 3 - Effective Date.

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

(SIGNATURE PAGE FOLLOWS)

**PASSED AND APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF
HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS ____ DAY OF
_____, 2019.**

John McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

First Reading: _____

Second Reading:_____

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

Introduced by Council Member:_____

EXHIBIT A

A LONG TERM LEASE

BY AND BETWEEN

**THE TOWN OF HILTON HEAD ISLAND, SOUTH
CAROLINA,**

AND

HERITAGE LIBRARY FOUNDATION

DATED THIS ____ DAY OF _____, 2019

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LONG TERM LEASE

This Long Term Lease, dated this ____ day of _____, 2019 (together with any amendments made in accordance herewith, hereinafter, the “Lease”), is made and entered into by and between The Town of Hilton Head Island, South Carolina (hereinafter, the “Town”), and the Heritage Library Foundation, (hereinafter, the “Heritage”).

WITNESSETH

WHEREAS, the Town is a body politic and a political subdivision of the State of South Carolina, existing as such under and by virtue of the Constitution, statutes, and laws of the State of South Carolina; and,

WHEREAS, Heritage is a nonprofit corporation, existing as such under and by virtue of the Constitution, statutes and laws of the State of South Carolina; and,

WHEREAS, under the authority of S. C. Code Ann. § 5-7-20 (Supp. 2010), and Section 2-3-30, *Code of the Town of Hilton Head Island* (1983), the Town is authorized to lease land belonging to the Town; and,

WHEREAS, on _____, 2019, the Town Council of the Town adopted Ordinance No. _____ authorizing the execution and delivery of this Lease; and

WHEREAS, on _____, 2019, the Board of Directors of Heritage, by resolution duly adopted, authorized the execution and delivery of this Lease;

NOW THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) Dollar paid by Heritage to the Town, and the full and faithful performance of the mutual promises, conditions, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Town and Heritage, the Parties hereto agree as follows:

ARTICLE 1

1.1. **The Property:** The improved real property leased by Heritage pursuant hereto is known and described as follows:

All that certain piece, parcel or lot of land containing 1.38 acre, more or less, and more particularly shown as "Marshes of Broad Creek, 42,409 Sq. Ft., 0.97 Ac." on that certain plat of survey entitled "A Boundary Plat of Tax Parcel 510-8-17, 1.38 Acres, Located on Matthews Drive & U.S. Highway 278" dated July 31, 1998, and prepared by Connor and Associates, Inc. Matthew M. Crawford, South Carolina Registered Land Surveyor Number 9756, which plat has been recorded in the Registry of Deeds for Beaufort County, South Carolina in Plat Book 76 at Page 29.

The parcel described above is known as Beaufort County R510 008 000 0017 0000, and is referred to herein as the "Property".

1.2. **Heritage Accepts the Property "As Is":** Heritage represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property "as is", and without recourse to or against the Town as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Town have any liability to Heritage for any defect in the Property, or the title to the Property, or conditions existing in, on, under, over, or about the Property or any limitation on the uses that may be made of the Property. Heritage accepts this limitation on the Town's liability and acknowledges that this limitation of the Town's liability is a material term of this Lease without which the Town would not have entered into this Lease.

1.3. **Application of Laws and Other Matters:** This Lease is made by the Town and accepted by Heritage subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future.

1.4. **No Other Interest in Real Property Created:** Other than the leasehold interest established by this Lease, Heritage shall have no interest in the Property.

1.5. **Rent:** Heritage shall pay to the Town Rent in the sum of One Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

ARTICLE 2

2.1. **Effective Date:** The “Effective Date” of this Lease shall be the date upon which the duly authorized officials of the Town execute and deliver this Lease to Heritage.

ARTICLE 3

3.1. **Limited Obligation of the Town:** The Town shall not be required to furnish, and has no obligation to furnish, to Heritage any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

3.2. **Utilities and Other Services:** Heritage shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Heritage.

3.3. **Heritage is Responsible for the Payment of all Expenses:** Heritage shall be solely responsible for the payment of any and all costs, expenses, and charges for any utility or other service, including water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services that are used, rendered, or supplied to or upon the Property or in connection with Heritage’s use of the Property, and *ad valorem* real property taxes (including but not limited to stormwater utility (SWU) fees), if any.

3.4. **Indemnification and Hold Harmless:** Heritage shall indemnify and hold the Town harmless from any claims for loss, damage, or liability, including reasonable attorney’s fees and costs incurred by the Town in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Heritage and Heritage’s operation thereon, or arising from any act or omission of Heritage with respect to the exercise of Heritage’s rights hereunder; provided, however, in no event will Heritage indemnify or hold harmless the Town for acts or omissions of the Town or its employees or agents.

ARTICLE 4

4.1. **Construction of Improvements or Facilities on the Property:**

- (a) Any proposed improvements or facilities on the Property must be substantially in furtherance of the operation of a publicly-accessible history park on the Property as depicted in the Conceptual Site Plan (dated March 15, 2018) attached hereto as Exhibit C.
- (b) Any proposed improvements or facilities on the Property shall, in addition to approval by the Town Council or its designated agents, be subject to all applicable provisions of the Land Management Ordinance of the Town (the "LMO"), any applicable restrictive covenants, and any other applicable State, Federal or local statutes, ordinances, or regulations. Approval of any proposed improvements or facilities on the Property by the Town Council, in and of itself, shall not constitute an authorization to commence any work at the Property for which any other approval or permit of any nature is required.

4.2. **Permitted Use:** Heritage may use the Property for the following purposes (hereinafter, each a "Permitted Use"): operation as a public park; and establishing parking areas, a visitor pavilion with interpretive signage, a replica militia muster house, improvement of vehicular traffic ingress and egress, accessibility to Town of Hilton Head Island pathways, a wood dock/observation platform, a viewing platform/overlook, and any manner consistent with the Project Description entitled "Saint Luke's Parish Zion Chapel of Ease History Park Project Description" attached hereto as Exhibit B approved by the Town Council on _____, 2019.

4.3. **General Management:** Heritage shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the term of this Lease. Without limiting the generality of the foregoing, Heritage shall have the following rights and duties with respect to the use, management, and operation of the Property:

- (a) **Determination of Policies:** To determine and carry out policies relating to primary and ancillary activities and services offered by Heritage, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property.

- (b) **Financing:** To have, in its sole discretion, the right to obtain financing utilizing as collateral any fixtures or personal property that Heritage has or may acquire;
- (c) **Improvement of Property:** To erect, establish, maintain, modify, build, construct, or remove trails, paths, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, visitor pavilions, historic replicas, and other such things in furtherance of the use and operation of the Property by Heritage;
- (d) **Compliance with Permitted Use:** In general, to act in accordance with the Permitted Use.

4.4. Financial Statements: Heritage shall cause a financial statement to be prepared each year at the conclusion of Heritage's fiscal year by an entity independent of, and unconnected to, Heritage. Heritage's fiscal year ends on December 31 of each calendar year. Heritage shall deliver a copy of its financial statement to the Town within thirty (30) days of the completion of the financial statement each calendar year.

- (a) **Accounts Review:** Upon request of the Town, Heritage shall make its financial books and records available to the Town for Review. The Town shall give Heritage written notice of its intention to review Heritage's financial books and records. Heritage shall make its financial books and records available for review by the Town within twenty (20) days of the Town's written notice.

4.5. Other Improvements to the Property Permitted: Subject to the restrictions imposed by existing restrictive covenants, ordinances, and State or Federal statutes, including zoning regulations affecting the property, that are now in force or which may be enacted in the future, Heritage shall have the right to make such improvements as are approved by the Town Council, at the sole cost and expense of Heritage.

4.6. Building Permits: Prior to submitting an application for any building permit in an amount greater than Fifty Thousand and no/100 (\$50,000.00) Dollars for construction on the Property, Heritage shall provide the Town Manager with an executed Irrevocable Bank Letter of Credit in favor of the Town, in an amount equal to the cost of construction as shown in the application for the building permit, or other document deemed satisfactory by the Town Manager, confirming that funds in such

amount are available and reserved for the purpose of such construction, which Irrevocable Bank Letter of Credit or other documents shall permit the Town to utilize such funds in such amount, less funds expended for the purpose of construction described in the application for building permit and for which Heritage has produced executed lien waivers from the contractors, sub-contractors, and material-men involved, to complete the construction described in the application for the building permit and to pay any claims made by contractors, laborers, or material men, but only in the event of any failure by Heritage to complete the structure described in the application for the building permit or to pay contractors, laborers, or material men.

- (a) **Contract Splitting Prohibited:** Heritage may not split or incrementalize construction contracts or building permit applications in order to keep projects below the Fifty Thousand and no/100 (\$50,000.00) Dollar threshold set forth above.
- (b) **Increases in Cost of Project:** If the cost of any project undertaken by Heritage is increased by more than ten (10%) percent of the original contract price as shown on the original application for the building permit through changes, overruns, or otherwise, Heritage shall increase the amount of the Irrevocable Bank Letter of Credit or other document so as to be in an amount sufficient to cover the increased cost. The Town may waive this requirement at its discretion by written acknowledgement.

4.7. **Permits:** It shall be the sole responsibility of Heritage to procure and pay for any required municipal, state, federal, or other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Heritage's occupation and use of the Property. The Town will provide "owner's authorizations" indicating the Town's consent to any permit being sought by Heritage where such "owner's consent" is required under any applicable permitting regulations. The delivery of such "owner's consent" by the Town shall not be deemed a waiver of any applicable development standard or zoning or other requirements.

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

reasonable attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

4.9. Maintenance of the Property and Compliance with Laws: During the term of this Lease, Heritage shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.

4.10. Rules, Regulations, and Restrictions: Heritage shall at all times during the term of this Lease:

- (a) **Maintenance of the Property and Improvements:** In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease;
- (b) **Storage of Hazardous Substances Prohibited:** Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the personal property thereon, Heritage shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a "Hazardous Substance" under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, Heritage shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by Heritage;

- (c) **Compliance with Laws:** Comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Heritage's use thereof;
- (d) **Waste Dumping or Disposal Prohibited:** Refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance;
- (e) **Waste Storage Prohibited:** Refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance;
- (f) **Waste and Nuisances:** Refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property;
- (g) **Compliance with Restrictive Covenants and Local Ordinances:** Maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.
- (h) **Sustainability:** Develop strategies that are consistent with the Town's published and defined goals on sustainability. In so doing, consideration shall be given to balancing environmental, economic and social impacts.

4.11. **Additional Rules:** In addition to the foregoing, Heritage shall at all times during the term hereof comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation so made shall not be inconsistent with any part of this Lease, and shall not unreasonably interfere with Heritage's use and enjoyment of the Property.

4.12. Town's Waiver of Interest in Personal Property: The Town waives any right, title, or interest in any and all equipment, displays, furniture, fixtures, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Heritage; and, said property shall, at all times, remain the property of Heritage, such entity that has loaned the property to Heritage, or such entity that has leased the property the Heritage. The Town further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Heritage.

ARTICLE 5

5.1. Initial Term of This Lease: Subject to Articles 5.2, 5.4, and 10.1 below, the term of this lease shall be for a period of Forty Five (45) years, with such term commencing on _____ 2019, and ending on _____, 2064 (the "Initial Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by Heritage, or unless sooner terminated pursuant to the terms hereof.

5.2. Renewal of Terms of Lease: Unless this Lease is sooner terminated pursuant to the terms hereof, at the end of the Initial Lease Term, this Lease shall automatically renew for successive periods of Twenty Five (25) years (hereinafter, each a "Renewal Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, unless either Party hereto shall give the other a Notice of Termination as set forth in Article 5.3 below.

5.3. Termination of this Lease: The initial term of this lease shall expire on _____, 2064 (hereinafter, the "Initial Termination Date"). The first Renewal Lease Term shall expire Twenty Five (25) years from the date of the Initial Termination Date, and subsequent Renewal Lease Terms shall expire each following twenty-five (25) year period. If either Party hereto gives the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Initial Termination Date or the end of any Renewal Lease Term, then this Lease shall expire on the Initial Termination Date or at the end of the applicable Renewal Lease Term, as the case may be.

5.4. Ordinance Required: This Lease is contingent upon the adoption of an Ordinance by the Town authorizing the execution and delivery of the Lease.

5.5. Termination on Failure of Conditions: If the conditions stated in Articles 4 and 5.4 do not occur before December 31, 2024, then this Lease shall automatically

terminate, and neither Party hereto shall have any further rights or obligations hereunder.

ARTICLE 6

6.1. **Quiet Enjoyment:** The Town hereby covenants that Heritage shall, during the Lease terms, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Town shall not interfere with the quiet use and enjoyment of the Property by Heritage during the Lease Term, so long as the Initial Lease Term or any Renewal Lease Term shall be in effect and all obligations of Heritage hereunder, have been fulfilled.

ARTICLE 7

7.1. **Required Property Insurance:** During the Initial Lease Term and any Renewal Lease Term, Heritage shall keep buildings and structures located on the Property insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program), and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. Heritage shall not be required to maintain such insurance on structures such as docks, benches, and picnic sheds. The Town shall be named as an additional insured on this policy or these policies.

7.2. **Required Liability Insurance:** During the Initial Lease Term and any Renewal Lease Term, Heritage shall maintain in full force and effect comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Heritage with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Heritage. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Heritage of the hold harmless and indemnity provisions set forth in Article 3.4 of this Lease.

7.3. **Policy Form:** All policies of insurance provided for herein shall be issued by insurance companies with a general policyholders' rating not less than A, and a financial rating of AAA as rated in the most current available "Best's Insurance Reports", and qualified to do business in the State of South Carolina, and shall be issued in the names

of the Town, Heritage, and such other persons or firms as the Town reasonably specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, Heritage, and others hereinabove mentioned, and executed copies of such policies of insurance or certifications thereof shall be delivered to the Town within ten (10) days after delivery of possession of the Property to Heritage and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that the Town, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Heritage. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Heritage in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give the Town twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty shall be written as primary policies, not contributing with and not in excess of coverage that the Town may carry.

7.4. Failure of Heritage to Obtain Insurance: If Heritage fails to procure or maintain any insurance required by this Article 7, or fails to carry insurance required by law or governmental regulations, then the Town may, but without obligation to do so, at any time and from time to time without notice, procure such insurance and pay the premiums therefor, in which event Heritage shall repay the Town all sums so paid by the Town, together with interest thereon as provided in Article 11 hereof, and any incidental costs or expenses incurred by the Town in connection therewith, within ten (10) days following the Town's written demand to Heritage for such payment.

ARTICLE 8

8.1. Assignment Prohibited: This Lease shall not be assigned by Heritage.

8.2. Sublease of the Property: Heritage shall not sublet any part of the Property, without the prior written approval of the Town Manager acknowledging that the sublease complies with the Permitted Use, which approval by the Town Manager shall not be unreasonably withheld. For the purpose of this Lease, a sublease of the Property is any lease by Heritage of any part of the Property to a third party for a period that exceeds six (6) months. Any sublease must be in keeping with the Permitted Use. Nothing herein prohibits Heritage from contracting with subcontractors, licensees, vendors, or others in furtherance of the Permitted Use.

8.3. Other Encumbrances Prohibited: Heritage shall not grant any easements, licenses, or rights-of-way encumbering, or enter into any agreement which would in any way affect or encumber, the title to the Property; provided, however, that the Town, as the Property owner, agrees to grant to Heritage or others, as the case may be, any easements, licenses, or rights-of-way that are necessary for Heritage to use the Property in accordance with, and in furtherance of, the Permitted Use, such as any easements, licenses, or rights-of-way for utility lines, on terms that are reasonably acceptable to the Town. If any request of Heritage contemplated in this Article 8 requires the adoption of an ordinance or other legislation, the failure of the Town to adopt any such ordinance or legislation shall not be deemed a breach of this Lease.

ARTICLE 9

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

To the Town: TOWN OF HILTON HEAD ISLAND
Town Manager
One Town Center Court
Hilton Head Island, SC 29928

With copy to: Legal Department
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

To Heritage: Heritage Library Foundation
Lou Benfante, President
2 Corpus Christi
The Professional Building, Suite 100
Hilton Head Island, SC 29928

With copy to: Benjamin T. Shelton
Finger, Melnick & Brooks, P.A.
35 Hospital Center Commons
Suite 200
Hilton Head Island, SC 29926

ARTICLE 10

10.1. **Events of Default Defined:** The following shall be Events of Default under this Lease:

- (a) **Failure to Observe Requirements:** The failure of Heritage or the Town to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- (b) **Dissolution of Heritage:** The dissolution, termination, or liquidation of Heritage, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Heritage or against Heritage, or any change in the tax-exempt, not-for-profit status of Heritage.
- (c) **Abandonment of the Property:** The abandonment of the Property by Heritage, or the discontinuance of operations at the Property by Heritage.
- (d) **Use Inconsistent with this Lease or the Permitted Use:** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Conceptual Site Plan (dated March 15, 2018), or this Lease without the approval of the Town Council.
- (e) **Failure to Pay Amounts Due:** The failure to pay any sum due to the Town by Heritage under any provision of this Lease.

10.2. **Remedies on Default:** Whenever any Event of Default described in Article 10.1 of this Lease shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If is the Town is the non-defaulting party, it may give notice to Heritage to vacate the Property, and may thereafter evict Heritage from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand,

either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Town of its rights under this Article 10 cause Heritage to be relieved of any of its obligations set forth in this Lease.

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

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

10.5. Agreement to Pay Attorney's Fees and Expenses: If either Party hereto defaults under any of the provisions hereof, and the non-defaulting Party employs attorneys, or incurs other expenses for the enforcement of the performance or observance of any obligation or agreement on the part of the defaulting Party, the defaulting Party agrees that it shall pay, on demand, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting Party in the enforcement of its rights hereunder.

10.6. Discontinuance of Proceedings: In case either Party hereto has proceeded to enforce any right under this Lease, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Town and Heritage shall be restored respectively to their several positions and rights hereunder, and all rights, obligations, remedies, and powers of the Town and Heritage shall continue as though no such proceeding had been taken.

ARTICLE 11

11.1. Interest on Past Due Obligations: Whenever under any provisions of this Lease Heritage shall be obligated to make any payment or expenditure to the Town, or to do any act or thing, or to incur any liability whatsoever, and Heritage fails, refuses, or neglects to perform as herein required, the Town shall be entitled, but shall not be obligated, to make any such payment or expenditure, or do any such act or thing, or to incur any such liability, all on behalf and at the cost and for the account of Heritage, and

in such event the amount thereof with interest thereon as hereinafter provided shall be deemed due upon demand for payment thereof by the Town. Any amount due from Heritage to the Town under this Lease which is not paid when due shall bear interest at the Applicable Federal Rate as established by the Internal Revenue Service from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Heritage under this Lease.

ARTICLE 12

12.1. **Binding Effect:** This Lease shall inure to the benefit of and shall be binding upon Heritage and the Town.

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

12.3. **Severability:** If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

12.5. **Applicable Law:** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

12.6. **Captions:** The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

12.7. **Recording:** Either Party may record a short form memorandum of this Lease in the Office of the Register of Deeds for Beaufort County, South Carolina.

12.8. **No Agency:** The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principal/agent, or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Town and Heritage other than that which is expressly stated herein. No employee, volunteer, or agent of Heritage shall be

considered an employee or agent of the Town for any purpose whatsoever and none shall have any status, right or benefit of employment with Town.

12.9. Plural/Singular: Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

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

(SIGNATURE PAGE FOLLOWS)

In Witness whereof, the Parties hereto, by and through their duly authorized officers, have set their hands and seals as of this _____ Day of _____, 2019.

WITNESSES:

**THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA**

By: _____ (L.S.)
John McCann, Mayor

Attest: _____ (L.S.)
Stephen G. Riley, ICMA-CM
Town Manager

WITNESSES:

HERITAGE LIBRARY FOUNDATION

By: _____ (L.S.)
Lou Benfante, President

Attest: _____ (L.S.)
_____, Secretary

EXHIBIT B

HERITAGE LIBRARY

Saint Luke's Parish Zion Chapel of Ease History Park Project Description

Foreword

This plan, and the estimates associated with it, will confine itself to existing Zion Chapel of Ease land owned by the Heritage Library at the present time. The potential exists, given the cooperation and support of the Town of Hilton Head Island (TOHHI), for an expansion of the park and its facilities to adjacent historic property owned by the town. Any suggestions made in this proposal concerning boundaries or facilities beyond those on Heritage Library-owned land should be recognized as outside the scope of work anticipated or described in the first two phases of this proposal.

Rationale

The real connection between the site of the proposed St Luke's Parish Zion Chapel of Ease History Park (SLP ZCOEHP) and the modern St Luke's Church is both historical and contemporary. The Zion Chapel of Ease (ZCOE) of Hilton Head was the first satellite chapel built in St Luke's Parish after St Luke's Anglican Church was erected in Okatie in 1776.

Originally proposed around 1780 by Hilton Head planters Captain John Stoney and Isaac Fripp, the construction of the ZCOE began in 1786 following the end of the Revolutionary War and was completed in 1788. The formal consecration of the Chapel and its cemetery occurred in 1833 and occasioned the ordering of a silver communion service from a well-known London silversmith (Barnard Brothers) by the parishoners. The communion service was received the following year, including two chalices with the inscription, "Zion Chapel, Hilton Head, 1834." Church services were conducted there continuously until the Union invaded Hilton Head Island in November, 1861, at which time the chapel fell into disuse until the departure of the occupying Federal forces in September 1868. When the Reverend John Jenkins Stoney returned to Hilton Head Island to resume services at the chapel after the departure of the Union forces, he found the structure and its contents had disappeared, including the silver communion service.

Sometime prior to 1963, a man who purchased two silver goblets from a Philadelphia antique shop as a wedding present for his daughter, discovered they contained the "Zion Chapel, Hilton Head, 1834" inscription as he was cleaning and polishing them. On a 1963 trip south, the man detoured into Beaufort for the purpose of returning the chalices to the St Luke's Parish office there. The following year, in time for its inaugural communion services on Christmas Eve 1964, the chalices were returned to the new St Luke's Church on Pope Avenue in Hilton Head and have been used continuously in its communion services there from that time until the present day.

The proposed name of the Saint Luke's Parish Zion Chapel of Ease History Park is intended to both symbolically re-establish the historical connection and to conceptually re-open the potential for a contemporary utilization of the site for special ceremonial observances by St Luke's Church.

Ancillary Benefits

The SLP ZCOEHP will accrue to the direct benefit of the TOHHI as an enhancement of the value of its historic sites. It will feature, in addition to the Baynard Mausoleum which is the oldest standing structure on Hilton Head Island, the Island's only publicly-accessible site with visible vestiges linking it to the Revolutionary War period. The only other known historic site with ties to the Revolution is the Stoney-Baynard Ruins which lies within the confines of Sea Pines Plantation. As our country nears the 250th anniversary celebration of the 1776 American Revolution (2026-2033), historic sites relating to the Revolutionary War period will assume a significantly more influential and prominent position as drivers of cultural-heritage tourism.

Additionally, the site is the location of the only communal cemetery for whites on the Island prior to the opening of Six Oaks Cemetery in Sea Pines. Stories of Hilton Head planters and ZCOE parishoners, notably the Baynard, Kirk and Stoney families, members of whose remains are or were interred in the cemetery, can be tied constructively to the story of slavery and the African-American experience of the Plantation Era, as well as to indigo and cotton cultivation on Hilton Head. This interpretive connection will also contribute to the site's increasing relevance as a precursor to the Reconstruction period which will be promoted via development of the National Monument to Reconstruction in Beaufort County. It is also likely that the increasing focus on the Mitchelville site will contribute to the attractiveness of the SLP ZCOEHP site as part of the overall story of Hilton Head Island history prior to the 20th Century.

Therefore, the proposed SLP ZCOEHP will better enable the town to capitalize in a significant way on the upsurge in cultural-heritage tourism due to its adding the Revolutionary War period to the public portfolio of TOHHI historic sites, and it will also provide the town with a unique and centrally-located public site for educational outreach and guided reflection relative to the pre-Twentieth Century periods in our history.

Project Description

The creation of the SLP ZCOEHP will include the restoration of existing facilities (Baynard Mausoleum, Mausoleum fencing and perimeter walkway, Kirk plot fencing, and grave markers), the installation of new facilities (Perimeter fencing, video security, lighting, water supply, restrooms and kiosks with interpretive signage), and the re-creation of some previously existing facilities (exterior and interior doors on the Mausoleum, a replica Chapel of Ease on or near its original site, and chapel interior fixtures)

Explicitly outside the above-described scope, and dependent on TOHHI cooperation and support and on the utilization of adjacent town-owned land(s), the following may be able to be additions to and enhancements of the SLP ZCOEHP plans:

- a) Additional parking areas

- b) Main visitor pavilion with interpretive signage
- c) Replica Militia Muster House in corner parcel
- d) Improvement of vehicular traffic ingress and egress and accessibility to TOHHI pathways
- e) Wooden dock/observation platform with Broad Creek Headwaters overlook and interpretive signage

Project Sequencing

It is anticipated that the project will be completed and funded in phases. While the following phases and work elements are presented in sequential fashion, certain work can be completed along parallel timelines provided the funding has been secured. Phase I will focus on the Baynard Mausoleum restoration and related elements, work for which funding has already been secured and for which estimates have been gathered. Phase II will include elements which are focused on Heritage Library-owned land site restoration and protection, work for which estimates have not yet been gathered and for which funding must yet be secured. This phase of work will be heavily dependent on grants. Phases III and IV will contain elements deemed highly advantageous, but not absolutely necessary, for the operation of the site and for which estimates and funding must be secured. Certain of the Phase III elements may also be approached as part of any expansion planning and dependent to one degree or another on TOHHI cooperation.

Already Completed

- Engineering Study
- Electrical Service
- Learning Center (benches, platform)

Phase I

- 1) Mausoleum restoration - *UNDERWAY*
 - a. Roof and structural restoration
 - b. Mausoleum perimeter fencing restoration
 - c. Perimeter walkway excavation and restoration
- 2) Grave marker restoration (may include excavation of horizontal markers covered by dirt)
- 3) Mausoleum doors replacement
- 4) Mausoleum exterior sandstone treatment to retard further degradation (if possible)

Phase II

- 5) Additional archaeology studies
- 6) Cemetery grounds Perimeter fencing
- 7) Kirk plot fencing restoration
- 8) Water supply and Sewer connection
- 9) Landscaping and Pathway installation
- 10) Security (video, motion-activated, infra-red)
- 11) Gate access-monitoring mechanism
- 12) Replica Chapel
- 13) Benches, altar and internal fixtures
- 14) Vestibule Wall replacement and Crypt Cover (clear glass or plexiglass)

- 15) Interpretive signage (6 locations)
- 16) Covered Kiosk construction
- 17) Lighting
- 18) Restrooms

Phase III (Dependent on TOHHI Cooperation and Support)

- 19) Drive-through ingress (from Mathews Dr) and egress roadway and bicycle lane
- 20) Pavilion shelter-Welcome kiosk with interpretive signage (Plantation period and Plantation life information)
- 21) Increased Parking Area(s)
- 22) Replica Militia Muster House with interpretive sign

Phase IV (Dependent on TOHHI Cooperation and Support)

- 23) Boardwalk, Dock and Overlook/Observation Platform with interpretive signage (Broad Creek history and Plantations)

EXHIBIT C



Chapel



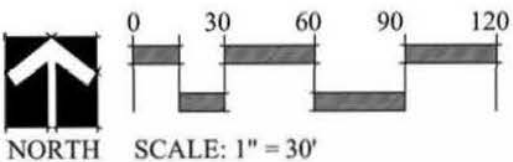
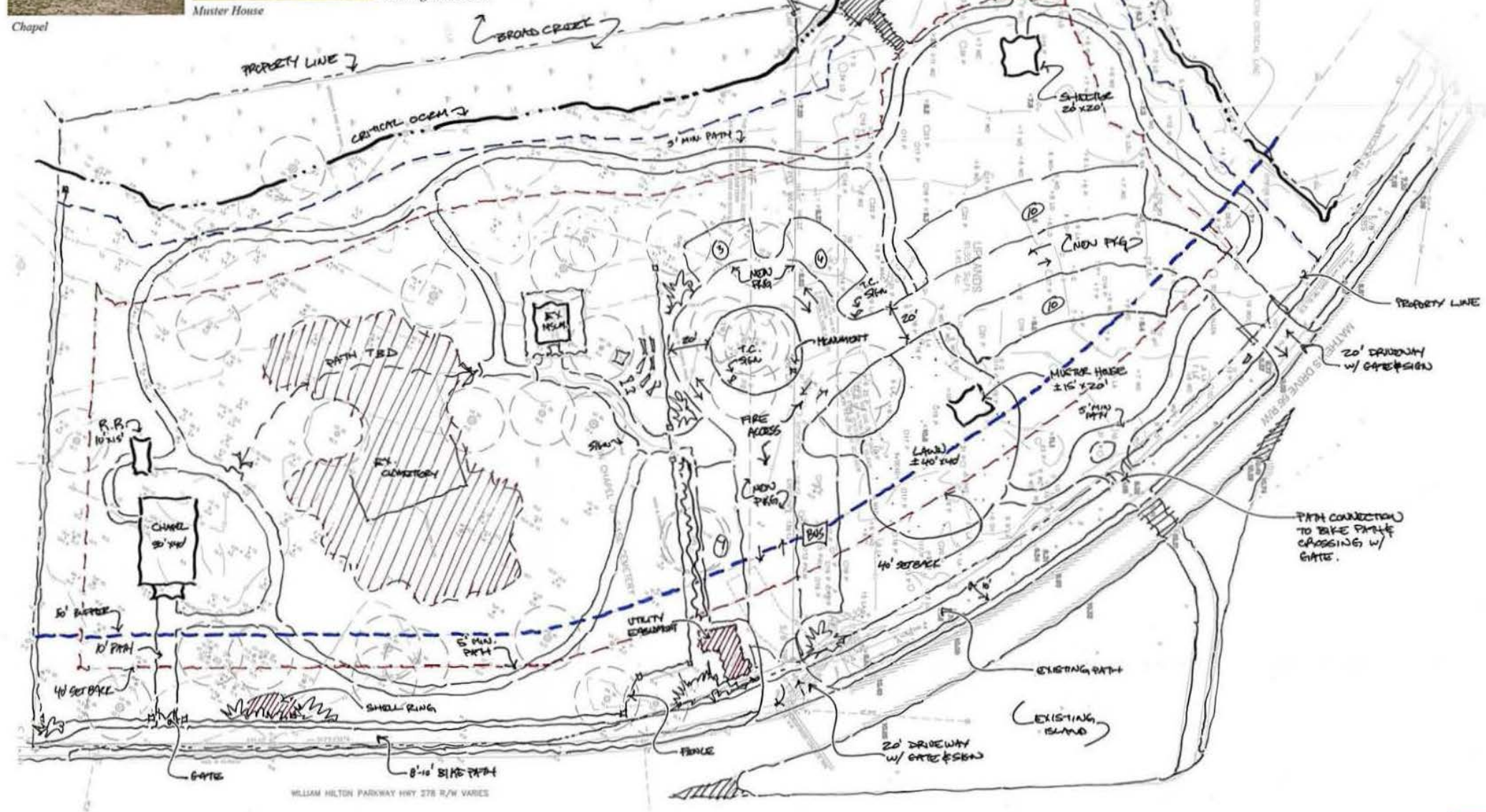
Musty House



Existing Mausoleum



Boardwalk & Observation Platform



CONCEPTUAL SITE PLAN
FOR
THE ZION CHAPEL OF EASE
PREPARED FOR
HERITAGE LIBRARY FOUNDATION
HILTON HEAD ISLAND, SC
MARCH 15, 2018



Wood+Partners Inc. WPI
Landscape Architects
Land Planners

PO Box 23949 Hilton Head Island, SC 29929
843.681.6618 Fax 843.681.7066 www.woodandpartners.com

ATTACHMENT B



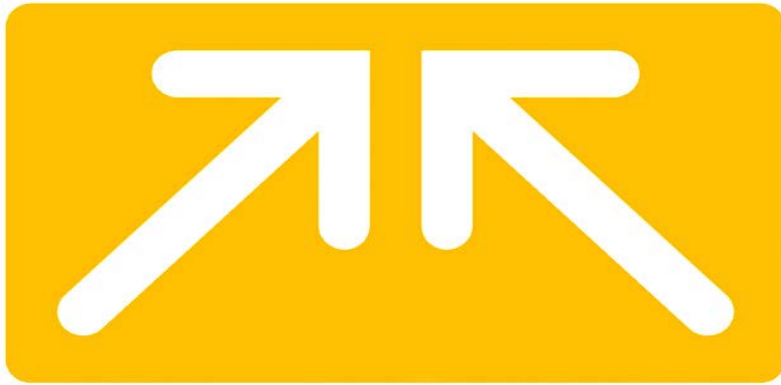
TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, SC 29928
843-341-4600

Town of Hilton Head Island

Lease of Property Adjacent to Zion Chapel of Ease to Heritage Library Foundation



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or completeness or for any losses arising from the use of the map.



mejorando group



MAYOR AND TOWN COUNCIL ADVANCE MEETING SUMMARY

Facilitated by
PATRICK IBARRA

December 12 & 13, 2018

BENEFITS FROM GOOD GOVERNMENT

- Progressing
- Addressing needs instead of wants
- Addressing needs of citizens
- Maintaining community relevance
- Anticipating future
- Create infrastructure for investment
- Role of Information Technology
- Knowledgeable and thoughtful and cognizant of decisions
- Facilitate effective two-way communication
- Property appreciation
- Connectivity
- Public-Private Partnerships
- Fiscal conservative
- Transparent

REFRESHER ON FORM OF GOVERNMENT

- **Role of Mayor**

- Encourage and foster cohesiveness
- Build consensus
- Challenge and inspire
- Represents all people
- Communicate
- Facilitate
- Not be afraid to be critical
- Represent community
- Face of organization
- Accountability

- **Role of Councilmembers**

- Addressing issues and advocate
- Hear the issues
- Be knowledgeable, informed and prepared
- While serving on sub-committees play the necessary role and offer a rationale for recommendations
- Create policy
- Give guidance to Town Manager
- Sharing with other councilmembers
- Support decisions by entire governing body

- **Role of Town Manager**

- Create strategies and tactics in support of vision and goals
- Has adequate infrastructure (i.e. budget, staffing, etc.) to be successful
- Manage Town resources
- Balance between leadership and management
- Feel comfortable being direct with Mayor and Council and vice-versa
- Hold monthly lunches with individual Councilmembers
- Build strong relationships with staff
- Clearly defines goals and objectives along with relevant tactics

- **Role of Department Directors and Town staff**

- Leading edge thinking
- Pushing the envelope
- Completing tasks
- Relationship with Town Manager
- Subject matter experts
- Share impacts of Council decisions

- **Role of community members**

- “Help me (Mayor and Council) understand what makes our community relevant to you?”
- Being engaged and hearing from lots of people
- Show civic pride

STRATEGIC PLAN GOALS

- **Celebration Park/Coligny Park**
 - On time and on budget
 - Parking Regulations
 - Technology in the park
- **US 278 Corridor Project**
 - Finalize Project Schedule
 - Creation of US278 Corridor Advisory Committee
 - Provide frequent status updates to community via SCDOT or otherwise
- **Mitchelville/Gullah Geechee Culture Preservation**
 - Implementation of Gullah Geechee consultant recommendations
 - St. James Baptist Church
 - Dirt Road Paving
 - Stormwater
- **Comprehensive Plan**
 - Develop a Land Use Plan
 - Develop a Parks Masterplan
 - Environmental Protection

➤ **Workforce Development**

- Implementation of affordable housing recommendations
- Continue evaluating transportation needs
- Economic Development
- Master planning portions of the island