



**County Council of  
Beaufort County  
Executive Committee  
Meeting**

**Committee Members**

Stu Rodman, Chairman

Paul Sommerville, Vice Chairman

Brian Flewelling,

Alice Howard

Lawrence McElynn

Joseph Passiment

**County Administrator**

Ashley M. Jacobs

**Clerk to Council**

Sarah W. Brock

**Administration Building**

Beaufort County Government Robert

Smalls Complex

100 Ribaut Road

**Contact**

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

[www.beaufortcountysc.gov](http://www.beaufortcountysc.gov)

# Executive Committee Agenda

**Monday, February 10, 2020 at: 4:30PM**

***(or immediately following Communications and Transparency)***

Council Chambers, Administration Building Beaufort County

Government Robert Smalls Complex 100 Ribaut Road, Beaufort

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

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**BOARDS AND COMMISSIONS**

5. Appointment of Dr. Sophia Alston to the Lowcountry Council of Governments Workforce Board

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**DISCUSSION ITEMS**

6. 278 Interim Safety Project Update

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**ACTION ITEMS**

7. Proposed Ordinance regarding Olsen Tract Lease Agreements for Grazing Fields and Dwelling Unit
8. Resolution authorizing County Administrator to execute funding agreement with the South Carolina Housing Trust Fund

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**EXECUTIVE SESSION**

9. Receipt of Legal Advice regarding potential user fees

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**Matters Arising Out of the Executive Session**

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**END OF EXECUTIVE SESSION**

10. CITIZEN COMMENTS *(Comments are limited to 3 minutes)*
11. ADJOURNMENT

**Lowcountry Workforce Board  
Appointment**

December 16, 2019

The following Beaufort seat is vacant on the Lowcountry Workforce Board:

One (1) Education Representative

The following nominations have been received:

**Education Representatives**

Dr. Sophia Alston, Director of Continuing Education, Technical College of the Lowcountry replacing Melanie Gallion of TCL.

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*As Chief Elected Official for Beaufort County, I hereby appoint the individual listed above to serve as Beaufort County representatives on the Lowcountry Workforce Board.*

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Stewart Rodman  
Chairman  
Beaufort County Council

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Date

December 16,2019

Stewart Rodman  
Chairman Beaufort County Council

Re: Beaufort County LWB Appointment Dr. Sophia Alston

Dear Mr. Rodman:

Please review the appointment form for Dr. Sophia Alston, Director of Continuing Education for the Technical College of the Lowcountry (TCL). Lowcountry Workforce Board (LWB) is asking for Dr. Alston to be approved to fill the TCL seat on the board currently held by Melanie Gallion of TCL. This is a TCL appointed decision to have a different representative on the board.

Please consider appointing Dr. Alston by signing and returning the original, appointment form to me. This can be done either by scanning, emailing the original or hard copy via mail.

A timely turnaround of this appointment is greatly appreciated as we must submit approval and appointment to the board by January 22, 2020 if possible.

If you have any questions or concerns, please don't hesitate to call. Thank you so much for all of your help.

Sincerely,

Michael V. Butler  
Workforce Development Director  
Lowcountry Workforce Area

# Resume

## Sophia Alston, Ph.D.

wardsophia@gmail.com; 843-441-9888  
<https://www.linkedin.com/in/drsophiaward/>

### Formal Education

Ph.D. Department of Curriculum and Instruction; 2009  
Major: Multicultural Education; Minor: Rehabilitation Psychology/Special Education  
University of Wisconsin-Madison, Madison, WI

M.A., Educational Policy Studies 2006  
University of Wisconsin-Madison, Madison, WI

B.A, Education and English 2003  
Colgate University, Hamilton, NY

### Administrative Experiences

**Director of Continuing Education and Workforce Development** 2019-Present  
Technical College of the Lowcountry, Beaufort, SC  
Responsibilities:

- Chief Continuing Education Officer for the College
- Supervise the Allied Health and Industrial Trades certificate programs
- Manage the Life Enrichment Center
- Conduct business development and corporate training
- Manage Apprenticeship Program

**Vice President of Operations** 2017-2019  
Alston Transportation LLC, Yemassee, SC  
Responsibilities:

- Conducted all payroll, HR, and payment functions
- Maintained bookkeeping functions and remain in constant contact with the tax accountant
- Researched and seek opportunities (contracts, partnerships, grants/funding) for company
- Ensured IFTA, UCR and other taxes are paid (quarterly and annually)
- Ensured that all truck and trailer inspections are completed on time
- Provided monthly gross and net figures (discuss any forecasting issues)

Assembled and conduct new driver orientation and new driver contract and operations

manual (provide necessary updates)

Provided dispatch support for drivers

Proposed cost saving measures for company

**Assistant Dean of Learning Initiatives and Success**

2016-2017

Westchester Community College, Valhalla, NY

Responsibilities:

Worked collaboratively with the teaching faculty, non-teaching faculty, Academic Support Center coordinators and administrators to develop and administer the developmental education program

Provided workshops and training on course/program development to faculty

Worked collaboratively with the Westchester Community College Foundation's Director of Institutional Advancement to identify, administer, manage, and report on all grant funded initiatives

Supervised, assigned, tracked, and trained staff members

Worked collaboratively and closely with various committees, departments, support services, and student services in order to implement academic policies and the academic plan for Academic Affairs

Recommended policies and procedures related to Developmental Education

Performed other duties as assigned by the Chief Academic Officer

**Academic College Discovery Director**

2015-2016

LaGuardia Community College, Long Island City, NY

Responsibilities:

Oversaw the operations of the campus College Discovery Program

Developed and monitored a comprehensive program of academic, counseling, and financial aid services for students in the CD program

Implemented academic interventions and other new initiatives to improve students' academic performance and retention

Evaluated intensive academic support assessments and interventions for probation and at-risk students; making recommendations to improve offerings

Oversaw program budget and daily administration, including scheduling and timely delivery of services

Major Accomplishments:

Revised and implemented orientation and the first year seminar

Built recruitment pipelines with organizations and groups within and outside of LaGuardia

Won a LaGuardia Retention and Graduation Innovation Fund grant

**Vice President of Programs**

2013-2014

Center for Urban Families, Baltimore, MD

Responsibilities:

Worked in concert with program managers, directors and other senior staff to lead all day-to-day program planning, implementation, and management to ensure the delivery of structured, high-quality services

Designed and developed creative programming ideas that address the needs of the community and achieve the stated goals of the organization, as well as lead continuous program improvement

Constantly assessed program quality through qualitative and quantitative means and developing and implementing strategies to constantly improve program effectiveness and ensure organizational and programmatic learning across the organization

Stayed current with leading workforce development and family service practices and ensuring that CFUF is implementing best-in-class programs and performance measurement strategies

Lead the development of strategic work-plans with clear objectives and achievement benchmarks, long-term and short-term priorities, implementation plans, financial projections and tools for evaluation

Oversaw the ongoing development of procedures and documentation to ensure the consistency, scalability, and sustainability of all programs and to enable the potential replication of the program model according to the strategic plans of the organization

Assisted the program teams in collecting, analyzing, presenting and storing data and in achieving the deliverables of the various programs, and the use of data in decision-making at the program implementation level

Worked closely with the development team to develop project concepts and identify funding sources and programmatic needs.

Ensured regular inputs for the grants management process and compliance with all CFUF and donor regulations by reviewing all programmatic reports prepared by program directors and managers

Ensured staff management and development

Established mutually beneficial relationships with community organizations, corporate entities, and other members of the nonprofit community to make meaningful contributions to each other's missions

Represented CFUF and its programs to diverse constituents including but not limited to presentations to community organizations for program outreach, funding sources for financial support, and other organizations personnel recruitment and professional development

Supported development activities by contributing strategic vision, program-related budgeting, and general organizational leadership and relationship building with external supporters.

Major Accomplishments:

Implemented Maryland House Bill 333: Family Investment Program: Couples Advancing Together Pilot Program

Wrote a grant for the Kellogg Foundation for \$600,000 and grant was awarded

**Associate Dean, Promise Academy and Developmental Education**

2012-2013

Baltimore City Community College, Baltimore, MD

Responsibilities:

Lead administrator for academic and administrative leadership within the Developmental Education department, managing a departmental budget of over \$400,000 and a budget of \$3,620,800 in grants

Developed, coordinated, and administered all of the academic programs and activities within the department including courses and programs related to student success, and Developmental sections of English and Mathematics

Ensured the transition of students through their academic life which ranges from high school or adult basic education programs to four-year colleges or universities

Advocated for students by representing their needs to constituents inside and outside the college community

Ensured the relevance and vitality of programs within the department

Encouraged professional development opportunities for faculty and staff, championing teaching excellence, and promoting student success principles both in and out of the classroom

Oversaw department resource allocation, personnel management, and development of objectives for educational programs and curricula

Collaborated with faculty to prepare programs and departmental budgets; determining faculty class assignments, organizing and supervising program and department initiatives  
Supervised thirteen faculty members, one director, and six coordinators

Major Accomplishments:

Brought over three million dollars of grant funding into compliance  
Created and implemented a developmental education plan for the college

**Student Success and Engagement Specialist**

2010-2012

Washington Adventist University, Takoma Park, MD

Responsibilities:

Director for the First Year Experience Program

All new students participated in this program which consisted of an academic course and extra-curricular programming aimed at improving student retention.

Director for the Bridge Program

This program was designed to support students who did not meet the admissions criteria and through a summer program and continued support helped to facilitate their academic progression.

Director of Supplemental Instruction Program

This is an academic support services program that teaches students how to study and how to increase their participation in the learning process.

Grant manager for the AmeriCorps VISTA and Student In Service Grant Program

This program provided scholarships to students who performed services in the community.

Supervisor for the AmeriCorps VISTA Employee

Director and Creator of the First Generation Ambassadors Program (FGAP)

This program provided academic and social support programming for first generation students. FGAP also encouraged students to participate in community service activities.

Identified and solicited funding sources through grant writing to assist with student retention, strengthening academic programs, and providing financial options for students

Major Accomplishments

Created and implemented the First Generation Ambassadors Program

Reinstituted and revamped the summer bridge program

Created and Implemented the first Supplemental Instruction Program

**POSSE Mentor**, POSSE Foundation

2006-2008

University of Wisconsin-Madison, Madison, WI

Responsibilities

Counseled and taught Chicago inner city freshman students who enrolled at the University on leadership fellowships

**Graduate Assistant Coordinator** for the College Access Program (CAP)

2004-2008

Responsibilities

Advised and coordinated summer programs for high school students of color and low- income students interested in attending higher education

Worked directly with instructors to coordinate the Math and Science courses

Hired, trained, and supervised seven instructors



Implemented culturally relevant curriculum in math and science courses

## Grants

**Grant co-writer** 2016  
Westchester Community College, Hispanic Serving Institution (HSI) grant partnership with Mercy College, \$700,000.

**Grant writer** 2015  
LaGuardia Community College, LaGuardia Retention and Graduation Innovation Fund grant creating the College Discovery Civic Scholars focusing on service learning projects to support the homeless in New York, \$13,100.00.

**Project director and grant supervisor** 2012-2013  
Baltimore City Community College, Predominately Black Institutions Grant (PBI), PBI Formula Grant, \$1,250,00; U.S Department of Education

Baltimore City Community College, Predominately Black Institutions Grant (PBI), Competitive 4A grant for African American Male Academic Success, \$2,370,800, Project Supervisor; U.S Department of Education

**Grant manager and VISTA supervisor** 2011-2012  
AmeriCorps\*VISTA Grant: This grant provides a VISTA (Volunteers in Service to America) who will lead a retention effort to support a cohort of first generation students and link the University to a community center that focuses on literacy and anti-poverty initiatives

Students In Service Grant: Provides educational funding for students who complete at least 300 hours of service to the community, over \$70,000 in grant funding; Grant Manager/Coordinator: 2011-2012

**Grant writer and grant manager** 2011-2012  
Martin Luther King Jr. Day of Service Grant; Corporation of National and Community Service, \$1000.

## Committees

Safety, Health & Business Continuity Committee

IRM Committee



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Olsen Tract Lease Agreements for Grazing Fields and Dwelling Unit

#### Council Committee:

Executive Committee

#### Meeting Date:

February 10, 2020

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

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

The 2016 lease agreement with Mr. and Mrs. Olsen expired on December 15, 2019. Staff have negotiated two new lease agreements with Mr. and Mrs. Olsen and the dwelling unit Occupants.

#### Points to Consider:

As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsens entered into a 3-year lease agreement, which expired December 15, 2019. The Olsens and the dwelling unit Occupants would like to enter into new lease agreements, which provide 4 annual extensions beyond the first year term. The Olsens will be leasing 2 grazing fields and associated barns for their 1 horse and 2 donkeys. The dwelling unit Occupants will be leasing the dwelling unit and associated barn for their residential use.

#### Funding & Liability Factors:

\$500/month (\$6,000/year) revenue for the dwelling unit lease agreement  
\$100/month (\$1,200/year) revenue for the field grazing lease agreement  
County will be responsible for any maintenance and repairs over \$2,500

#### Council Options:

1) Approve the two lease agreements as written, 2) Approve the two lease agreements with revisions, 3) Do not approve the two lease agreements

#### Recommendation:

Approve and authorize the County Administrator to execute the two lease agreements as written.

**ORDINANCE 2020/ \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE TWO LEASE AGREEMENTS ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF TMS#R600 013 000 0005 0000, R600 013 000 003C 0000, AND R600 008 000 003F 0000**

**WHEREAS**, Beaufort County owns 100.10 acres of real property (“Property”) known as R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 located on the east side of Okatie Highway/Highway 170 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2869-2875; and

**WHEREAS**, pursuant to the original Property Purchase Agreement dated December 4, 2016 between Beaufort County and Mr. and Mrs. Olsen, the County agreed to enter into a lease agreement with the Olsens on a portion of the Property for the purposes of housing a caretaker and grazing and maintaining 1 horse and 2 donkeys for three (3) years; and

**WHEREAS**, the lease agreement between the parties dated December 15, 2016 expired on December 15, 2019; and

**WHEREAS**, the County, the Olsens and the Olsen’s caretaker wish to enter into new lease agreements beginning December 16, 2019 through December 15, 2020 and including up to four (4) possible annual extensions upon mutual agreement, attached hereto and incorporated by reference as “Attachment A” and “Attachment B”; and

**WHEREAS**, pursuant to Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, Council approval, an ordinance, and public hearing are required for the lease of any public land; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution of the lease agreements to Mr. and Mrs. Olsen, Mr. Newton and Ms. McMillan.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** duly assembled, does hereby authorize the new lease agreements beginning December 16, 2019 and terminating on December 15, 2020 with up to four (4) possible annual extensions upon mutual agreement to Mr. and Mrs. Olsen, Mr. Newton and Ms. McMillan for a portion of the property known as the Olsen Tract, as attached hereto and incorporated by reference as Attachment A and Attachment B.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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Sarah Brock, Clerk to Council

Chronology:  
Third Reading  
Second Reading  
Public Hearing  
First Reading

COUNTY OF BEAUFORT )  
 )  
STATE OF SOUTH CAROLINA )

**LEASE AGREEMENT**

**IN CONSIDERATION** of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. Olsen and Sue Shrank Olsen**, with a mailing address of 1 Heffalump Rd., Okatie, South Carolina 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

**1. DESCRIPTION OF LEASED PREMISES.** All that certain, piece, parcel or tracts of land, with improvements known as the Olsen Tract, located in Okatie, County of Beaufort, State of South Carolina consisting of an approximate three (3) acre fenced field and barn adjacent to the dwelling unit and an approximate three (3) acre fenced field and barn adjacent to the Tenants private residence, which is a portion of the real property with TMS No. R600 013 000 003C 0000 and further shown in the highlighted portions of the surveys attached hereto and incorporated by reference as "Exhibit A" ("Premises").

**2. TERM.** The initial term of this Lease shall cover a period of twelve months (12) months, commencing on the 16<sup>th</sup> day of December, 2019, and terminating on the 16<sup>th</sup> day of December 2020, unless terminated sooner pursuant to the provisions of this Lease.

The Tenant shall have four (4) consecutive options to renew the twelve (12) month term of this Lease, with the final termination date of December 16, 2024. To exercise the option to renew, Landlord shall notify Tenant in writing no later than sixty (60) days prior to the expiration of the then current term of this Lease and request Tenant's renewal confirmation.

**3. RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the Premises, the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per month, in exchange for considerations and obligations previously negotiated between the Parties and as outlined heretofore.

**4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the term of occupancy.

**5. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the Premises by Landlord.

**6. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease. Tenant stipulates that they have examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition.

**7. USE OF PREMISES.** The Premises shall be used and occupied by Tenant exclusively for the housing, care and grazing of 1 horse and 2 donkeys and neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than the housing, care and grazing of 1 horse and 2 donkeys. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the term of this Lease.

a. **Storage.** The Tenant shall not store any personal items or equipment on Landlord's property, unless it is directly needed for the care of the allowable livestock, which will then be appropriately stored and secured within the leased barn structure(s). The Tenant shall not be permitted to store any hazardous or dangerous materials on the leased premises, without prior written consent by the Landlord

**8. HOURS OF OPERATION.** Tenant shall be allowed the use of the Premises 24-hours a day, Monday through Sunday for the term of this Lease. The general public, through the Beaufort County Passive Parks Program, shall not be restricted from entering the surrounding property owned by Landlord but will be restricted from accessing the Premises and appropriate signage will be installed by the Landlord prior to the property being accessible to the public.

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

In addition to the obligations stated above, Tenant shall also be responsible for: (1) one hundred percent (100%) maintenance of Heffalump Road as Tenants ingress/egress for vehicular and pedestrian traffic; (2) one hundred percent (100%) maintenance of the two (2) barns associated with the Premises; and (3) fifty percent (50%) maintenance of the Heffalump Road bridge accessing the property.

Tenant shall provide a manure management plan to the Landlord's Passive Parks Manager within sixty (60) days of the Term start date of this Lease.

**10. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Tenant shall not allow or permit the Premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision after written notice of breach specifying the Tenant breach and a failure of Tenant to cure the breach within a thirty (30) day period.

**11. MAINTENANCE AND REPAIRS.** Tenant will, at their sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Lease and any renewal thereof subject to applicable law, the Tenant shall keep and maintain the Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to conduct major repairs and/or replacements of the appliances and structural components of the barn, major repairs/replacements being any repairs/replacements costing in excess of \$2,500.00 each, and being not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

In addition to the obligations stated above, the Tenant is responsible for (1) mowing the edge of their private fence line (24 inch maximum width on Landlord's property); (2) mowing the roadside edge of Heffalump Road (24 inch maximum width through Landlords' property); (3) mowing or grazing the two (2) leased fields; and (4) mowing no more than one (1) acre surrounding the pond on Landlords' property, which is located adjacent to the Tenants private property. Any changes, improvements, renovations or property management to the Premises, including the fields, barns or Landlord's property, must be submitted in writing by the Tenant to the Landlord for approval prior to the commencement of the requested action.

**12. ALTERATIONS AND IMPROVEMENTS.** Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the interior of the two (2) barns on the Premises, but shall not construct any other structures on the Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

a. ***Obstruction to Landlord's Property.*** The Tenant shall not construct any gate or obstruction on the portion of Heffalump Road that traverses Landlord's property.

**12. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease. The Tenant shall provide the Landlord's Passive Parks Manager with a code or key to each locked gate or door on the leased premises for use in emergency situations.

**13. LOCKOUT.** If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

**14. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, or sublet or grant any concession of license to use the property, Premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Lease.

**15. RIGHT OF INSPECTION.** Landlord and its agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the surrounding property for any reason whatsoever. Landlord and its agents shall have the right from dawn to dusk during the term of this Lease and any renewal thereof to enter the leased Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the leased Premises. No notice will be required for access or entry upon the Landlord's surrounding property or in emergency situations.

**16. INSURANCE.** Landlord has obtained insurance to cover fire damage to the two (2) barn buildings themselves and liability insurance which does not cover Tenant's livestock, possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less



than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

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

**18. HOLDOVER BY TENANT.** Should Tenant remain in possession of the Premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

**19. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Lease is or has become a month-to-month Lease.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Lease.

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

**21. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

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

**23. TERMINATION.** Tenant agrees to quit and deliver up the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in Section 2 above upon the occurrence of any default event as set forth in Paragraph 21.

**24. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the Parties; is binding upon

and inured to the benefit of the Parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

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

**26. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand, express mail, or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

**27. OTHER PROVISIONS.**

a. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The Parties shall be equally responsible for the cost of mediation.

b. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement.

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

d. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

e. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.

f. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

g. **Captions.** The section headings appearing in this Agreement are for convenience of

reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

i. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

j. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

*Signature Page to Follow*

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

**LANDLORD:**  
Beaufort County

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Ashley M. Jacobs, County Administrator

\_\_\_\_\_  
Witness

**TENANTS:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Edwin R. Olsen

\_\_\_\_\_  
Witness

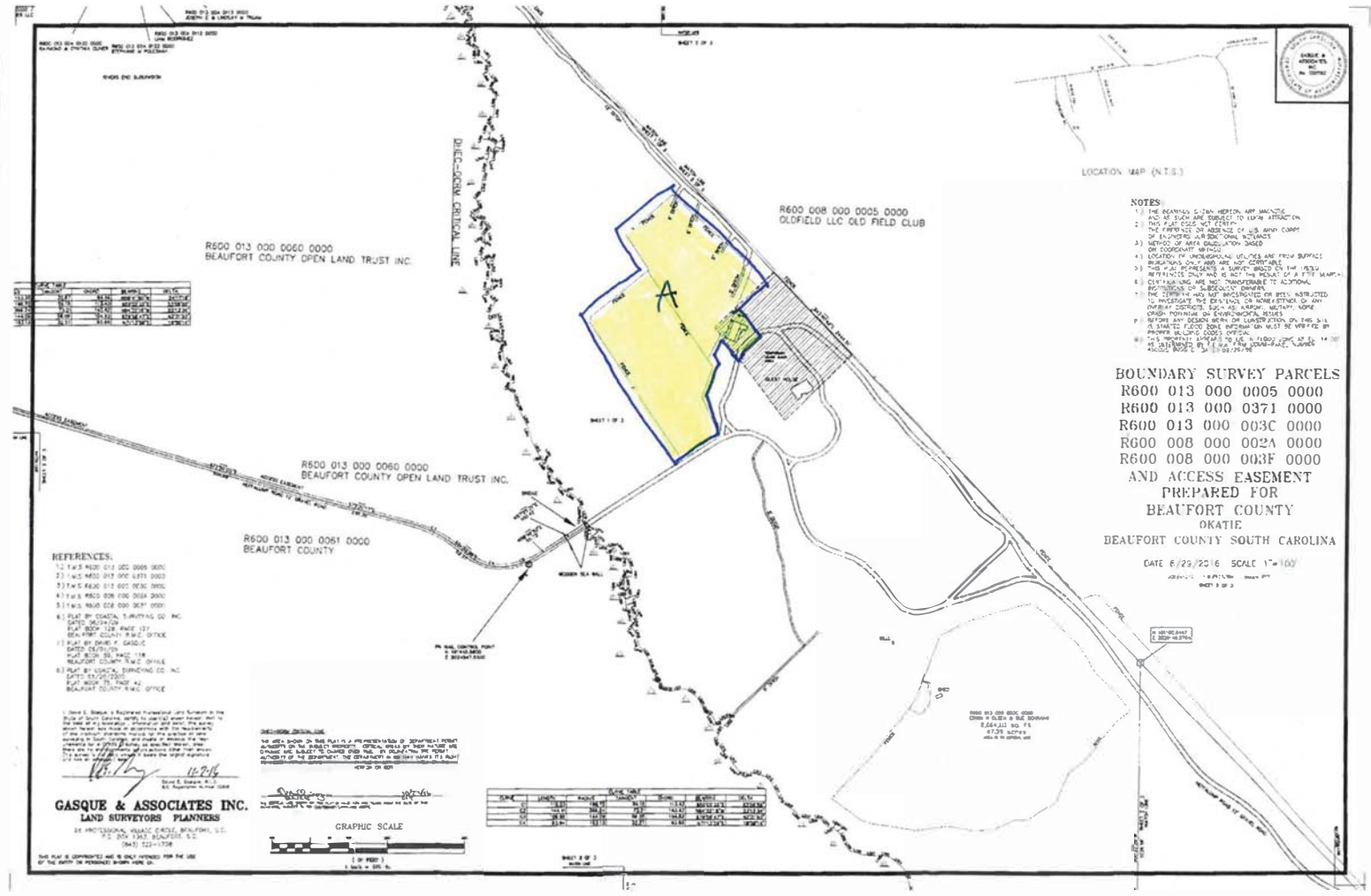
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Witness

\_\_\_\_\_  
Sue Schrank Olsen

\_\_\_\_\_  
Witness

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

# Exhibit A





FOOT	INCHES	FEET	INCHES	FEET	INCHES	FEET
1/8"	3/16"	1/4"	3/8"	1/2"	3/4"	1"
1"	12"	100'	1200'	10000'	120000'	1000000'

- NOTES:**
- 1) THE BOUNDARIES SHOWN HEREIN ARE BASED UPON THE RECORDS OF THE BEAUFORT COUNTY CLERK AND AS SUCH ARE SUBJECT TO LEGAL ATTACK.
  - 2) THIS SURVEY DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND.
  - 3) THE BOUNDARIES SHOWN HEREIN ARE BASED UPON THE RECORDS OF THE BEAUFORT COUNTY CLERK AND AS SUCH ARE SUBJECT TO LEGAL ATTACK.
  - 4) THE LOCATION OF UNDERGROUND UTILITIES AND FRESH SURFACE WATERS HAS NOT BEEN DETERMINED.
  - 5) THIS SURVEY IS BASED UPON A SURVEY MADE ON THE DATE REFERENCED TO IN THIS REPORT AND IS NOT THE RESULT OF A FIELD SEARCH.
  - 6) DISTANCES ARE NOT TRANSMITTED TO ANY OTHER PARTY UNLESS SPECIFICALLY STATED OTHERWISE.
  - 7) THE CLIENT HAS NOT REQUESTED OF BEAUFORT COUNTY CLERK TO RECORDE THIS SURVEY AND AS SUCH THE SURVEY IS NOT RECORDED.
  - 8) BEFORE ANY DEED OR INSTRUMENT IS PREPARED ON THIS SITE BY THE SURVEYOR, THE SURVEYOR MUST BE ADVISED BY THE FACTOR BEING CONSIDERED.
  - 9) THIS INSTRUMENT APPEARS TO BE A CORRECT COPY AND IS NOT A REPRODUCTION OF AN INSTRUMENT.

- 1) W 1/4 R600 013 000 0005 0000
- 2) W 1/4 R600 013 000 0371 0000
- 3) W 1/4 R600 013 000 003C 0000
- 4) W 1/4 R600 008 000 002A 0000
- 5) W 1/4 R600 008 000 003F 0000
- 6) PLAT BY GASQUE & ASSOCIATES INC. BEAUFORT COUNTY S.C. 11/11/16
- 7) P.L. 11/11/16
- 8) BEAUFORT COUNTY S.C. 11/11/16
- 9) BEAUFORT COUNTY S.C. 11/11/16
- 10) BEAUFORT COUNTY S.C. 11/11/16
- 11) BEAUFORT COUNTY S.C. 11/11/16
- 12) BEAUFORT COUNTY S.C. 11/11/16
- 13) BEAUFORT COUNTY S.C. 11/11/16
- 14) BEAUFORT COUNTY S.C. 11/11/16
- 15) BEAUFORT COUNTY S.C. 11/11/16
- 16) BEAUFORT COUNTY S.C. 11/11/16
- 17) BEAUFORT COUNTY S.C. 11/11/16
- 18) BEAUFORT COUNTY S.C. 11/11/16
- 19) BEAUFORT COUNTY S.C. 11/11/16
- 20) BEAUFORT COUNTY S.C. 11/11/16

**BEAUFORT COUNTY, SOUTH CAROLINA**

**PLAT OF BOUNDARY SURVEY PARCELS AND ACCESS EASEMENT**

**PREPARED FOR**

**BEAUFORT COUNTY**

**OKATIE**

**BEAUFORT COUNTY SOUTH CAROLINA**

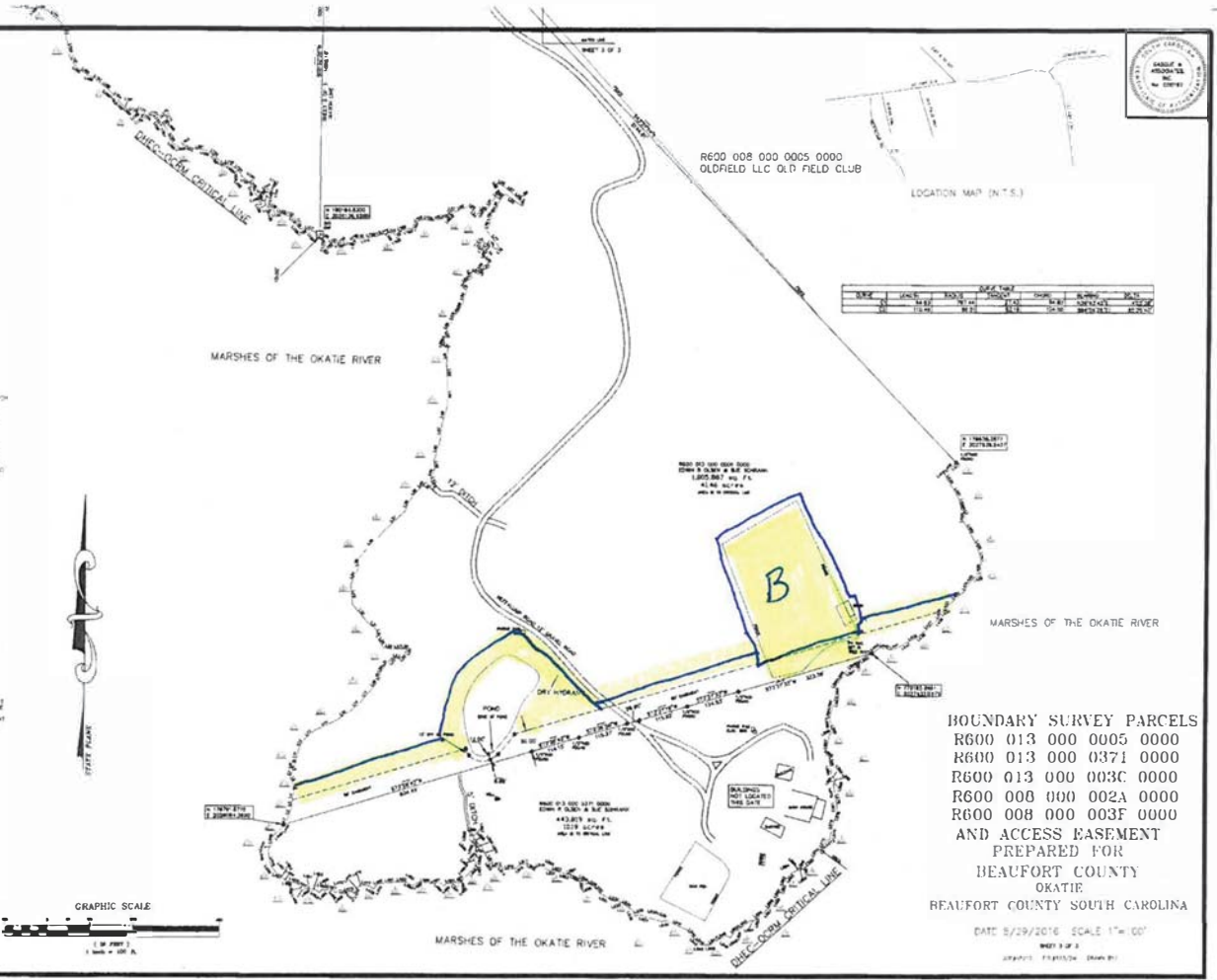
DATE 8/29/2016 SCALE 1"=100'

WEST 1/4 OF 2

2016/08/29 11:11:16 (Drawn By)

**GASQUE & ASSOCIATES INC.**  
**LAND SURVEYORS PLANNERS**  
 28 PROFESSIONAL VILLAGE EMBELL BLVD. SUITE 110  
 P.O. BOX 10000 BEAUFORT, S.C. 29516  
 (843) 322-1788

THIS PLAN IS APPROVED AND IS BEING RECORDED FOR THE USE OF THE OFFICE OF RECORDS SOUTH CAROLINA.



COUNTY OF BEAUFORT )  
 )  
STATE OF SOUTH CAROLINA )

**LEASE AGREEMENT**

**IN CONSIDERATION** of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, **Edwin R. Olsen, Sue Schrank Olsen, Leanna McMillan, and Chris Newton**, with a mailing address of 1 Heffalump Road, Okatie, South Carolina 29909, hereinafter collectively referred to as "Tenant".

Whereas Landlord leases to Tenant the following described Premises:

**1. DESCRIPTION OF LEASED PREMISES.** All that certain, piece, parcel or tracts of land, with improvements known as the Olsen Tract, located in Okatie, County of Beaufort, State of South Carolina consisting of an approximate one (1) acre area consisting of a single family residential dwelling unit, associated yard and adjacent barn, which is a portion of the real property with TMS No. R600 013 000 003C 0000 and further shown in the highlighted portion on that survey attached hereto and incorporated by reference as "Exhibit A" ("Premises").

**2. TERM.** The initial term of this Lease shall cover a period of twelve months (12) months, commencing on the 16<sup>th</sup> day of December, 2019, and terminating on the 16<sup>th</sup> day of December, 2020, unless terminated sooner pursuant to the provisions of this Lease.

**a. Renewal.** The Tenant shall have four (4) consecutive options to renew the twelve (12) month term of this Lease, with the final termination date of December 16, 2024. To exercise the option to renew, Landlord shall notify Tenant in writing no later than sixty (60) days prior to the expiration of the then current term of this Lease and request Tenant's renewal confirmation.

**3. RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the Premises, the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month, in exchange for considerations and obligations as outlined heretofore.

**4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the term of this Lease.

**5. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the Premises by Landlord.

**6. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that they have examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition.

**7. USE OF PREMISES.** The Premises shall be used and occupied by Tenant exclusively as a single family residential dwelling unit and neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a single family residential dwelling unit. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the term of this Lease.

**a. Pets/Animals.** Tenant is permitted two (2) dogs on the Premises, which must be secured at all times within the dwelling unit, the dwelling unit fenced yard, or the associated fenced barn field. Tenant's dogs must be leashed and under control at all times when unconfined from the dwelling unit or barn yards. At no time are dogs allowed to roam freely on the Landlord's property.

**b. Storage.** Tenant shall store and secure any and all personal property within the confines of the dwelling unit and/or its associated barn. Tenant's personal property is not permitted to be stored outside on the Landlord's property. Tenant shall not be permitted to store any hazardous or dangerous materials on the Premises without prior written consent by the Landlord.

**8. HOURS OF OPERATION.** Tenant shall be allowed the use of the Premises 24-hours a day, Monday through Sunday for the term of this Lease. The general public, through the Beaufort County Passive Parks Program, shall not be restricted from entering the property surrounding the Premises generally known as the Olsen Tract, but will be restricted from accessing the Premises and appropriate signage will be installed by the Landlord prior to the property being accessible to the public.

**9. TENANTS OBLIGATIONS.** Tenant agrees and shall maintain the Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Tenant's permission or who is allowed access to



the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's, neighboring property owner's, or Landlord's peaceful enjoyment of the surrounding passive park property; (8) dispel or cause to have dispelled from the Premises any individual(s) that do not have the express authorization or permission to occupy said Premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75.

In addition to the obligations stated above, Tenant shall also be responsible for any and all (1) interior maintenance of the dwelling unit and associated barn; (2) maintenance of the exterior fencing of the dwelling unit yard, barn and associated livestock field; and (3) mowing and landscape maintenance of the dwelling unit yard.

**10. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the premises or the surrounding property owned by Landlord. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision after written notice of breach specifying the Tenant breach and a failure of Tenant to cure the breach within a thirty (30) day period.

**11. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. Landlord shall be responsible for all exterior maintenance of the dwelling unit and associated barn, including the roofs. It shall be the responsibility of the Landlord to conduct major repairs and/or replacements of the appliances and the structural components of the dwelling unit and associated barn, major repairs/replacements being any repairs/replacements costing in excess of \$2,500.00 each, and being not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such major items unless the Premises are rendered uninhabitable through no fault of the Tenant, in which case the repairs or replacements must be completed by Landlord. If, in the opinion of the Landlord, such repair or replacement or inhabitation is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

**12. ALTERATIONS AND IMPROVEMENTS.** Tenant shall have the option and the right, at their expense, to improve the décor and appearance of the interior of the dwelling unit and associated barn on the Premises, but shall not construct any other structures on the Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

**12. LOCKS and KEYS.** Tenant agrees not to change any locks on any door, mailbox, gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease. Tenant shall provide the Beaufort County Passive Parks Manager with a key to each locked gate or door on the Premises for use in emergency situations.

**13. LOCKOUT.** If Tenant becomes locked out of the Premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

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

**15. RIGHT OF INSPECTION.** Landlord and its agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the surrounding property for any reason whatsoever. Landlord and its agents shall have the right from Monday to Sunday between 8:00am and 5:00pm during the term of this Lease and any renewal thereof to enter the Premises for any reason whatsoever; however, Landlord shall not enter the single-family residence on the Premises without giving Tenant 48 hours' prior notice. No notice will be required for access or entry upon the Landlord's surrounding property or in emergency situations.

**16. INSURANCE.** Landlord has obtained insurance to cover fire damage to the dwelling unit and barn and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$100,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

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

**18. HOLDOVER BY TENANT.** Should Tenant remain in possession of the Premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

**19. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Lease is or has become a month-to-month Lease.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Lease.

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

**21. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

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

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

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**27. OTHER PROVISIONS.**

a. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The Parties shall be equally responsible for the cost of mediation.

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g. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

i. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

j. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

*Signature Page to Follow*

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

**LANDLORD:**  
Beaufort County

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Ashley M. Jacobs, County Administrator

\_\_\_\_\_  
Witness

**TENANTS:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Edwin R. Olsen

Witness

\_\_\_\_\_  
Witness

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Sue Schrank Olsen

Witness

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Witness

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Chris Newton

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Witness

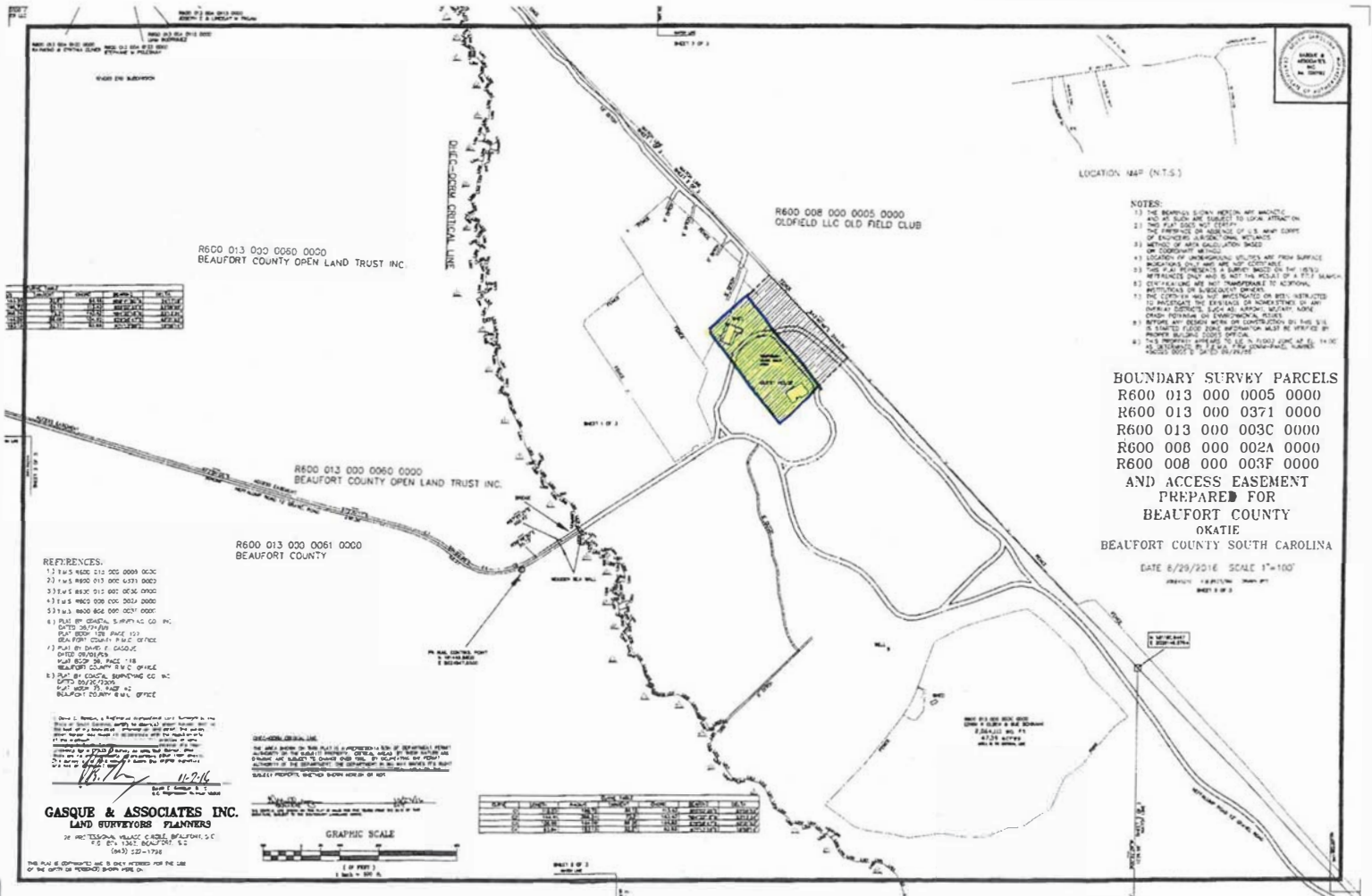
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Witness

\_\_\_\_\_  
Leanna McMillan

\_\_\_\_\_  
Witness

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

# Exhibit A





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

Item Title:

Council Committee:

Meeting Date:

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

Council Options:

Recommendation:



**RESOLUTION 2020/ \_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FUNDING AGREEMENT WITH THE SOUTH CAROLINA HOUSING TRUST FUND IN THE AMOUNT OF \$100,000.00 TO SUPPORT THE PURCHASE OF 2700 WADDELL ROAD, BEAUFORT, SOUTH CAROLINA**

**WHEREAS**, Beaufort County Disabilities and Special Needs Department (DSN) provides residential habilitation services in Community Training Homes to citizens of Beaufort County with intellectual and other related disabilities; and

**WHEREAS**, the Beaufort County Council (“Council”) and the South Carolina Housing Trust Fund have historically provided funds to assist the Department providing appropriate homes for the citizens of Beaufort County; and

**WHEREAS**, Council desires to continue providing appropriate Community Training Homes for these citizens as evidenced by Council’s approval on December 11, 2017 the purchase of new homes to replace the aging and inappropriate Port Royal Community Residential Care Facility; and

**WHEREAS**, DSN applied for and received from the South Carolina Housing Trust Fund (“SCHTF”) a twenty (20) year forgivable loan in the amount of One Hundred Thousand Dollars (\$100,000) to support the purchase of the home at 2700 Waddell Road in Beaufort, SC; and

**WHEREAS**, the terms and conditions of the loan in the “Funding Agreement” are attached hereto and incorporated by reference (“Exhibit A”); and

**WHEREAS**, the loan provides that the SCHTF will place a lien on property owned by Beaufort County which affects the County’s interest in property and, therefore, requires Council’s consent.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council does hereby authorize the South Carolina Housing Trust Fund to place a lien in the amount of \$100,000.00 on 2700 Waddell Road property to support a loan in the same amount.

ADOPTED this \_\_\_\_ day of March, 2020

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

COUNTY COUNCIL OF BEAUFORT COUNTY  
OFFICE OF THE COUNTY ADMINISTRATOR  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2023  
FAX: (843) 255-9403  
[www.beaufortcountysc.gov](http://www.beaufortcountysc.gov)

CHERYL H. HARRIS  
EXECUTIVE ASSISTANT

ASHLEY M. JACOBS  
COUNTY ADMINISTRATOR

November 1, 2019

Ms. Dorothy Sutton  
Advocacy and Outreach Coordinator  
South Carolina Housing Trust  
SC State Housing Finance and Development Authority  
300-C Outlet Pointe Boulevard  
Columbia, SC 29210

Email: [Sutton.Dorothy@schousing.com](mailto:Sutton.Dorothy@schousing.com)

Subj: HTF-29219 for CTH II Project at 2700 Waddell Road, Beaufort, SC

Dear Ms. Sutton:

Please be advised that after the Beaufort County Disabilities and Special Needs (DSN) Department submitted its application to your agency for grant funding to support the subject construction project, the department received internal instruction to hold off on proceeding due to a question about the agreement terms. The former Interim County Administrator John Weaver signed the agreement on April 8, 2019, at which time your agency issued a check for \$100,000 to the closing attorney, Thomas A. Bendle, Jr. at Howell, Gibson and Hughes, PA.

I became the Beaufort County Administrator on April 15, 2019. Upon learning this week that Mr. Bendle's office was holding the check and after a review of the agreement terms, I authorized staff to initiate a formal request process with Beaufort County Council to expend these funds. We understand, per the Funding Agreement, that the department has twelve months from the date of the agreement (March 20, 2019) to expend the award. Beaufort County expects to move the process forward and thereby requests that Mr. Bendle's firm continue to safeguard the check until we can disburse it upon confirmation by Beaufort County Council. We anticipate this to occur by December 2019, if not sooner.

We appreciate your patience and look forward to working with you on this and future projects. Should you have any questions, please contact Monica Spells, Assistant County Administrator, at [m Spells@bcgov.net](mailto:m Spells@bcgov.net) or 843-255-2354.

Sincerely,



Ashley M. Jacobs  
Beaufort County Administrator

Cc: Christopher S. Inglese, Deputy County Administrator  
Monica N. Spells, Assistant County Administrator  
William J. Love, Executive Director, DSN Department



**South Carolina State Housing Finance and Development Authority**  
300-C Outlet Pointe Blvd., Columbia, South Carolina 29210  
Telephone: 803.896.8001 TTY: 803.896.8831  
SCHousing.com

Donald R. Tomlin, Jr.  
Chairman

Beula Shropshire  
Executive Director

Wednesday, March 20, 2019

William Love  
Beaufort County Disabilities and Special Needs Board  
100 Clear Water Way  
Beaufort, SC 29906

Re ID No.: HTF-29219

Development Name:	Waddell CTH II
Development Address:	2700 Waddell Road
Development County:	Beaufort
Award Type and Terms:	Grant
Award Amount:	\$100,000.00

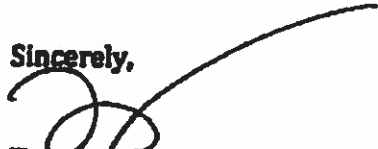
Dear Mr. Love:

This letter is to notify you that the above referenced request from the South Carolina State Housing Finance and Development Authority Trust Fund has been approved. Enclosed is a Funding Agreement that you must execute and return to the Authority.

The Funding Agreement is due to the Authority within seven days from the date of this letter. No work is to begin until the executed Funding Agreement is returned to the Housing Development Division of the Authority. If the Funding Agreement is not received within seven days, the project will be canceled.

Contact Dorothy Sutton at (803) 896-9360, if you have any questions.

Sincerely,



Tracey C. Easton  
Interim Development Director

Enclosure (2)

# HTF-4B Draw Request Request for Payment

Project Number: <u>HTF-29219</u>	Date of Request: _____
Participant Name: <u>Beaufort County DSNB</u>	Contact Person: <u>William Love</u>
Participant Address: <u>100 Clear Water Way</u>	Federal Tax ID #: <u>57-6000311</u>
City, State, Zip: <u>Beaufort, SC 29906</u>	Phone Number: <u>(843) 255-6290</u>

Beneficiary Name: <u>Waddell CTH II</u>	Use this form for Group Homes & Supportive Housing
Beneficiary Address: <u>2700 Waddell Road, Beaufort, SC 29906</u>	

Request Number	Total Award Amount <small>(Round all numbers to the nearest dollar)</small>	
1. Total Award Amount	\$ <u>100,000</u>	<b>Award Type:</b> <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Loan <input type="checkbox"/> Both  <b>Draw Type:</b> <input checked="" type="checkbox"/> Acquisition Costs <input type="checkbox"/> Construction Costs If Group Home Acquisition Only project, provide the closing date: <u>TBD</u>
2. 10% Retainage	- \$ _____	
3. Award Amt minus 10% retainage	= \$ _____ <small>(Line 1 minus Line 2)</small>	
4. Subtract total amount of funds previously requested	- \$ _____	
5. Available balance	= \$ <u>100,000</u> <small>(Line 3 minus Line 4)</small>	
6. Subtract amount of current draw	- \$ _____	
7. Balance after payment	= \$ _____ <small>(Line 5 minus Line 6)</small>	

Is this a FINAL Draw?  Yes  No (If yes go to line 8) Certificates of Occupancy (COs) must be submitted with a Final draw.

8. If this is your final draw include 10% retainage	+ \$ _____ <small>(Line 2)</small>	
9. Total requested amount	= \$ <u>100,000</u> <small>(Line 6 plus Line 8)</small>	

**Documentation required for Group Home Acquisition Only project draws include:**

1. HTF-4B - This completed "Draw Request"
2. Executed Funding Agreement, if not already submitted.

**Documentation required for processing of all other draws include:**

1. HTF-2A - Completed "Request for Inspection."
2. Approved Inspection Report from the Local Building Inspector.
3. Pictures of Roof Replacement, Demolition, other rehab progression work that cannot be seen at inspection, if applicable.
4. Copies of landfill fee receipt, portable toilet receipt, dumpster receipt, and/or other eligible soft costs fee receipts.
5. HTF-4B - This completed "Draw Request."
6. Progress Report of Building Under Construction (used for projects with 5 or less units).
7. AIA Document G702 and AIA Document G703 (used for projects with 5 or more units).

The Participant certifies that this project request is for eligible expended costs in accordance with the HTF Program and that proper documentation has been included to support this request.

* <u>[Signature]</u> Sponsor's Signature	<u>[Signature]</u> Title	<u>4/8/2019</u> Date
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SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY  
300-C Outlet Pointe Boulevard Columbia, South Carolina 29210 P: 803.896.9001 [SCHousing.com](http://SCHousing.com)

**Memorandum**

**Date:** Wednesday, March 20, 2019  
**To:** William Love – Beaufort County Disabilities and Special Needs Board  
**From:** Dorothy Sutton – Project Coordinator  
**Subject:** Closing Attorney Information



Please provide the following information for Project #HTF-29219 – Waddell CTH II Project.

- \_\_\_ Attorney's name, address, and telephone number.
- \_\_\_ Attorney's Professional Association Biography.
- \_\_\_ Copy of an Errors and Omissions Policy.
- \_\_\_ Insured Closing Letter from a Title Insurance Company (theft and/or misapplication).

\*Closing Date: 6/3/2019 Telephone #: 843-522-2400

Email of Attorney: tbendle@ghpa.com Paralegal: bgiles@ghpa.com

Name of Attorney: Thomas A. Bendle, Jr.

Name of Firm: Howell, Gibson and Hughes PA

Street Address (no P.O. Boxes): 25 Rue Du Bois, Beaufort, SC 29907

**Please note, it is the Sponsor's responsibility to inform the Authority of the closing date and request the funds using the appropriate form HTF-4B Draw Request for Payment found online here: [http://www.schousing.com/library/HTF/Forms/2017/HTF\\_4B.pdf](http://www.schousing.com/library/HTF/Forms/2017/HTF_4B.pdf). The funds and closing documents will be sent directly to the closing attorney's office. As a general rule, it takes ten (10) to fourteen (14) business days for the Authority to process a request for funds.**

**South Carolina State Housing Trust Fund  
Group Home Activity – Acquisition ONLY**

**FUNDING AGREEMENT**

**THIS AGREEMENT is entered into this 20th day of March, 2019, by and between the South Carolina State Housing Finance and Development Authority (the "Authority") as administrator of the South Carolina Housing Trust Fund (the "Trust Fund") and Beaufort County Disabilities and Special Needs Board (the "Sponsor") and states the terms and conditions upon which the Authority shall make and the Sponsor shall accept an award in the amount of \$100,000:00 from the Trust Fund to acquire a residential building that contains one or more housing units to serve persons at or below fifty percent (50%) of the area median income as defined by the South Carolina Housing Trust Fund Act.**

**1. The Project**

**In its Group Home Application, the Sponsor described the project which it is seeking to acquire using the funds awarded pursuant to this Agreement (the "Award").**

**The Sponsor agrees to expend the Award and acquire the project not later than twelve (12) months from the date of this Agreement.**

**2. Compliance with the Housing Trust Fund Manual**

**The Sponsor agrees to comply at all times with the requirements set forth in the South Carolina Housing Trust Fund Group Home Manual (the "Manual"), a copy of which has been provided to the Sponsor and which is incorporated herein by this reference.**

**The Sponsor acknowledges that the Authority reserves the right to modify, alter or amend the Manual and that any such modifications, alterations or amendments shall immediately become binding upon the Sponsor.**

**3. Compliance with all Applicable Laws and Regulations**

**The Sponsor agrees to ensure compliance with all applicable federal, state or local laws or regulations applicable to this Agreement or the project described in this Agreement.**

**4. Disbursement and Return of the Award**

**The Authority will only disburse the Award to the Sponsor through a licensed South Carolina attorney after the execution of an approved Promissory Note and Mortgage.**

The Award may be used only for the acquisition of the project as described in the application and the Sponsor agrees to return any unexpended funds to the Authority. Further, the Sponsor agrees to return all funds awarded pursuant to this Agreement if the Authority finds that the Sponsor has failed to perform its obligations under this Agreement.

**5. Reports and Accounting**

The Sponsor agrees to appropriately account for the Award and agrees to provide the Authority with a report of such accounting upon request.

If the Authority finds that the Sponsor has failed to properly account for the Award, the Sponsor hereby agrees to return any funds which are not properly accounted for to the satisfaction of the Authority.

**6. Media and Publicity**

The Sponsor is encouraged to publicize its receipt of an award from the Trust Fund so long as copies of all news releases and other information are provided to the Authority prior to publishing and all news releases, on-site signs and other informational material utilized by the Sponsor include the following conspicuously displayed language:

**"SOUTH CAROLINA HOUSING TRUST FUND"**

**"Sponsored by Beaufort County Disabilities and Special Needs Board with financial assistance from the South Carolina Housing Trust Fund".**

**7. Notices**

All notices shall be deemed to have been sufficiently given upon mailing by certified or registered mail with return receipt requested to the following addresses:

***To the Authority:***

**South Carolina State Housing Finance and Development Authority  
Attn: South Carolina Housing Trust Fund  
300-C Outlet Pointe Boulevard  
Columbia, South Carolina 29210**

***To the Sponsor:***

**Beaufort County Disabilities and Special Needs Board  
100 Clear Water Way  
Beaufort, SC 29906**

**8. Incorporation into Mortgage Documents**

It is the intention of the parties that the terms and conditions of this Funding Agreement shall become terms of the Mortgage as fully and to the same extent as though fully set forth therein.

**9. Litigation or Liens**

The Sponsor warrants that it is not aware of any litigation, pending or threatened, which would adversely affect the Sponsor's ability to discharge its obligations under this Agreement.

The Sponsor further warrants that there are no outstanding unpaid judgments, liens or other encumbrances which are capable of attaching to the funds awarded pursuant to this Agreement or to the project described in this Agreement.

**10. Indemnification**

Where not prohibited by state law, the Sponsor agrees to hold the Authority harmless and to indemnify it from any and all liabilities, claims, losses, liabilities, damages, fines, assessments, penalties and expenses (including reasonable attorney fees), arising or alleged to have arisen or in any way related to this Agreement, the Award or the project described in this Agreement.

**11. Assignment**

The Sponsor agrees that it is not permitted to assign its interest or any part thereof, nor may it delegate any duty or obligation under this Agreement without the prior consent of the Authority. Whether to grant such consent shall be solely at the discretion of the Authority.

**12. Amendments**

No amendment, change or modification of this Agreement shall be effective unless made in writing signed by the Authority and the Sponsor.

**13. Severability**

If any provision of this Agreement shall be held illegal or invalid by any court for any reason, the remaining provisions shall be unimpaired and such illegal or invalid provisions shall be construed and applied so as to most legitimately effectuate the intent of this Agreement.

**14. Termination**

This Agreement may be terminated at any time by the mutual consent of the Authority and the Sponsor. Such consent must be in writing and shall specify a termination date.



If the Authority finds that the Sponsor has failed to perform its obligations under this Agreement in a timely manner, the Authority may terminate this agreement at any time without the consent of the Sponsor. In such event, the Authority shall give written notice of termination to the Sponsor specifying the date of termination.

In the event this Agreement shall be terminated, the Sponsor shall provide an accounting to the Authority of all expended funds (if any) and return within five (5) business days all unexpended funds and all funds which are not properly accounted for to the satisfaction of the Authority.

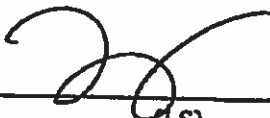
**15. Governing Law and Forum**

This Agreement shall be governed by the law of the State of South Carolina. The parties agree that any dispute, claim, or controversy in any way relating to this Agreement will be filed and litigated in a court of competent jurisdiction exclusively in the state of South Carolina in the county where the Authority is located.

**[Signature Page to Follow]**

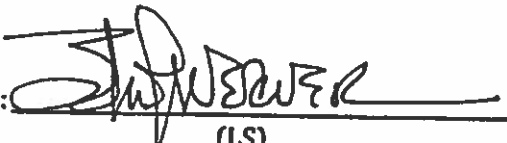
IN WITNESS WHEREOF, the parties have set their names and seals as of the date first above written.

SOUTH CAROLINA STATE HOUSING  
FINANCE AND DEVELOPMENT AUTHORITY,  
as administrator of the  
SOUTH CAROLINA HOUSING TRUST FUND

By:  \_\_\_\_\_  
(LS)

Its: Interim Development Director

Beaufort County Disabilities and Special Needs  
Board

\* By:  \_\_\_\_\_  
(LS)

Its: County Interim Administrator  
4/8/2019

Home	Date Purchased	Purchase Price	Renov Cost	Total	Sold	Received	Result
Broad River	01/28/94	\$54,700.00	\$22,160.00	\$76,860.00	9/15/2017	\$84,542.00	Moved consumers to Cottage Walk
Darby	4/6/1994	\$67,500.00	\$8,600.00	\$76,100.00	7/27/2008	\$145,000.00	Moved Consumers to Little Capers
Palmetto Ridge	2/15/1996	\$79,505.00	\$12,000.00	\$91,505.00	still own		Moved consumers to Chloe
Ivy	12/27/1999	\$107,000.00	\$28,951.00	\$135,951.00	10/14/2015	\$5 Habitat for Humanity donation	
Little Capers	8/31/2006	\$156,895.50		\$156,895.50	GO Bond approved by Council 5/8/06		
Peyton	8/31/2006	\$184,295.50		\$184,295.50			
Chloe	8/31/2006	\$184,295.50		\$184,295.50			
Cottage Walk	1/20/2010	\$230,000.00	\$70,495.86	\$300,495.86			
Lakes Crossing	9/18/2014	\$275,000.00	\$119,625.00	\$394,625.00			
Pinecrest	10/8/2014	\$285,000.00	\$127,475.00	\$412,475.00			
Fraser	3/5/2015	\$219,000.00	\$52,739.90	\$271,739.90			
Waddell	10/12/2018	\$295,425.51		\$295,425.51			
Center	2/26/2019	\$355,671.60		\$355,671.60			
Deanne				\$0.00			
Bostick				\$0.00			

**All Requested Information Must Be Complete And Accurate.**

**A hard copy of this application and all other required information must be submitted for funding consideration.**

## Applicant Information

Applicant Name: Beaufort County Disabilities and Special Needs Telephone: 843-255-6290  
Address: 100 Clear Water Way Cell Phone: 843-812-7202  
City: Beaufort SC Zip: 29906 Fax: 843-255-9417  
Contact Person: William Love E-mail Address: wlove@bcgov.net  
Alternate Contact: Wanda Mayse E-mail Address: wmayse@bcgov.net  
Federal Tax ID #: 57-6000311

## Application Type

Activity Type (check all that apply):  New Construction  Acquisition  Rehabilitation  
Total HTF Requested: \$ 100,000 Estimated Rehabilitation Begin Date: \_\_\_\_\_  
Total Development Costs (TDC): \$ 303,500 Estimated Rehabilitation End Date: \_\_\_\_\_

## Project Address and Identification

Project Name: Waddell Road CTH II Census Tract: 4  
Project Address: 2700 Waddell Road Congressional District: 1  
State Senate District: 43  
City: Beaufort SC Zip: 29902 State House District: 124  
County: Beaufort

## Project Owner Information

Owner Name: Beaufort County Telephone: 843-255-6290  
Address: 100 Clear Water Way Cell Phone: 843-812-7202  
City: Beaufort SC Zip: 29906 Fax: 843-255-9417  
Contact Person: William Love E-mail Address: wlove@bcgov.net

## Description of Project

**Project Summary:** Describe the proposed project and the supportive services that will be provided.

Plans have been pending for a number of years to replace the Port Royal Community Residential Care Facility (CRCF). The census for the current facility is twelve. The building is old and outdated and needs a number of repairs. The environment is not conducive for the staffing pattern required to provide support to the number of individuals with high medical and behavioral needs. A proviso was needed from South Carolina that the facility could be sold and the funds would be allocated back to Beaufort County to cover the costs of replacement homes. This proviso has been obtained. This project will provide one of the three necessary replacement homes for the Port Royal CRCF. This opportunity will allow for a home that will fit into the HCBS "Final Rule" guidelines of a more homelike environment. The replacement home will provide a place for support to be provided in the community to the same degree as a person who does not receive waiver services. Staff will provide supervision and skills training based on individual needs with supportive care as directed by their service plan. No more than four people will live in the residence.

## Site Information

### Site Control

Form of Site Control:  Deed  Option  Purchase Contract Purchase Price \$ 288,875

Expiration Date of Contract or Option: \_\_\_\_\_ (month/year) Exact Area of Site: 0.24 | 1607  
(Acres) (Square Feet)

**Provide a copy of the most recent recorded deed, or contract, or option. The deed must also include the recordation date, and book and page numbers.**

**General Site Information** - The Applicant must provide:

- a) A map clearly identifying the exact location of the development site.
- b) Labeled photographs (or color copies) of the proposed site front and back photos.

Is site properly zoned for your development?  Yes  No Zoning Type: T3-Neighborhood

If no, is site currently in the process of rezoning?  Yes  No Rezoning Type: \_\_\_\_\_

When will the zoning issue be resolved? \_\_\_\_\_ (month/year)

Are all utilities (water, sewer, electric) presently available to the site?  Yes  No

Are property taxes current?  Yes  No

Is project located in a flood plain?  Yes  No Flood Plain Zone: \_\_\_\_\_

## Site Information

### Acquisition Information

Applicants must provide an independent appraisal that reflects the market value of the property. The appraisal cannot be older than 6 months from application submission.

Building(s) are vacant:  Yes  No Building(s) last occupied?: \_\_\_\_\_ Year built?: **2018**

Building(s) acquired or to be acquired by:  Related Party  Unrelated Party

Appraised value: \$ 290,000 Appraiser: Brian J. Harrelson

Date appraised: 10/11/2018 Appraiser license #: 3183

Name of Seller:	<b>Lopes, LLC</b>
Address:	<b>PO Box 6976</b>
City/State/Zip Code:	<b>Beaufort, SC 29903</b>
Telephone:	<b>843-593-29</b>

### Construction Requirement

**New Construction:** Each Applicant must submit preliminary plans and specifications.

**Rehabilitation:** Each Applicant must submit work write-ups and specifications.

### Buildings:

1 Number of buildings in project \_\_\_\_\_ Number of three bedroom units  
\_\_\_\_ Number of one bedroom units 1 Number of 4 bedroom units  
\_\_\_\_ Number of two bedroom units \_\_\_\_\_ Other: \_\_\_\_\_

### Please Check and Complete ALL Applicable Items:

- Row/Townhouse  Detached Single Family  Duplex  
 Garden Apartments  Crawl Space  Basement  Full  Partial  
 Slab on Grade  Other: \_\_\_\_\_  # of Elevators: \_\_\_\_\_

Exterior Finish: Hardiplank

Cost per Square Foot: \$ 192.50 Total Heated: 1607 Total Non-Heated: \_\_\_\_\_  
(TDC / Total Square feet) (Square Feet) (Square Feet)

# of People to be Served: 4 Total # Bedrooms: 4 Total # Bathrooms: 2.5

## Project Information

### Amenities (check all that apply)

- Oven/Stove       Window A/C Unit       Microwave Oven       Disposal  
 Dishwasher       Central HVAC       Kitchen Exhaust Fan       Ceiling Fans  
 Refrigerator       Washer/Dryer Hookup       Washer/Dryer       Other: \_\_\_\_\_

### Monthly Utility Allowance Calculations (Round to nearest dollar amount):

Utilities	Type of Utility (Gas, Electric, etc.)	Utilities Paid By	Enter Allowances by Bedroom Size					
			0-Bdrm	1-Bdrm	2-Bdrm	3-Bdrm	4-Bdrm	
Heating	Electric <input type="checkbox"/>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant						65.00
Evap Cooling/AC	Electric <input type="checkbox"/>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant						60.00
Cooking	Electric <input type="checkbox"/>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant						50.00
Lighting, etc.	Electric <input type="checkbox"/>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant						50.00
Hot Water	Electric <input type="checkbox"/>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant						50.00
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant						55.00
Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant						45.00
Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant						50.00
<b>Total Utility Allowance for Units:</b>								

### Source of utility allowance calculation:

- Local PHA: \_\_\_\_\_       Utility Company       Other: similar homes in area

### Population:

- Disabled       Elderly       Handicapped       Abuse Victims  
 Homeless       Veteran       Family       Other: DSN-ID/RD

## Funding Information

Applicant must provide financial commitments.

Housing Trust Fund amount requested:	\$	<u>100,000</u>
Grants from other sources:	\$	<u>209,343</u>
Loans from other sources:	\$	<u>                    </u>
<b>TOTAL SOURCES OF FUNDING:</b>	<b>\$</b>	<b><u>309,343</u></b>

## Funding Sources

**Source 1:** SC Housing Trust Fund Amount: \$ 100,000

Award Type:  Deferred Forgivable Loan

Rate: 0% % per annum Term: 20 years

Terms & Conditions: \_\_\_\_\_

**Source 2:** SC Disabilities and Special Needs Amount: \$ 209,343

Award Type:  Grant  Deferred Forgivable Loan  Repayable Loan

Rate: \_\_\_\_\_ % per annum Term: \_\_\_\_\_ years Payment Amount: \$ \_\_\_\_\_

Terms & Conditions: \_\_\_\_\_

**Source 3:** \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Award Type:  Grant  Deferred Forgivable Loan  Repayable Loan

Rate: \_\_\_\_\_ % per annum Term: \_\_\_\_\_ years Payment Amount: \$ \_\_\_\_\_

Terms & Conditions: \_\_\_\_\_

**Source 4:** \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Award Type:  Grant  Deferred Forgivable Loan  Repayable Loan

Rate: \_\_\_\_\_ % per annum Term: \_\_\_\_\_ years Payment Amount: \$ \_\_\_\_\_

Terms & Conditions: \_\_\_\_\_

**Source 5:** \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Award Type:  Grant  Deferred Forgivable Loan  Repayable Loan

Rate: \_\_\_\_\_ % per annum Term: \_\_\_\_\_ years Payment Amount: \$ \_\_\_\_\_

Terms & Conditions: \_\_\_\_\_



## Development Costs

Development Costs	Projected Cost	Housing Trust Fund	Source 2	Source 3	Source 4	Source 5
<b>Acquisition Costs</b>						
Land						
Existing Structures		100,000	188,875			
Other: Life/safety/appliances			11,318			
<b>Site Costs</b>						
Demolition						
On-Site Improvements			6350			
<b>Construction Costs</b>						
Construction						
General Requirements						
Contractor Overhead						
Contractor Profit						
<b>Professional</b>						
Accountant						
Architect						
Attorney						
Engineer/Surveyor						
Consultant						
<b>Construction Interim Costs</b>						
Hazard/Liability Insurance						
Interest						
Payment/Performance Bond						
Title & Recording Fees			1002			
Legal Fees			998			
<b>Soft Costs</b>						
Appraisal			450			
Environmental Study						
Market Study						
Relocation Expenses						
Other: Bldg/Elec Inspection			350			
<b>Project Reserves</b>						
Operating & Rent-up Reserves						
Replacement Reserves						
Developer's Fees						
<b>Total Development Costs</b>		100,000	209,343			

## Acknowledgments

The Applicant certifies that all information furnished in support of this application is true and complete to the best of the Applicant's knowledge and belief. The Applicant understands and agrees the Authority has the right to conduct its own independent review and analysis of the application and all documents submitted with the application and may, in its sole discretion, require additional information or make adjustments in required documentation.

The Applicant certifies it is in compliance with all Authority programs in which it participates or has participated. Neither the Applicant nor any of its officers, principals, advisors, consultants, or any other member of its development team is presently debarred or within the past five years has been debarred from participation in any federal program (including but not limited to: the U.S. Housing and Urban Development, the U.S. Internal Revenue Service and the U.S. Department of Agriculture) or any Authority program. The Applicant certifies it is not delinquent on any financial obligation owed to the Authority and neither it nor any of its officers or principals have been convicted of or are under investigation for civil or criminal fraud with respect to any of the Applicant's activities.

The Applicant agrees to abide by all South Carolina Housing Trust Fund Program rules and regulations. The Applicant understands and agrees the Authority may suspend or debar the applicant and its principals from participation in the Housing Trust Fund or all Authority programs when the Authority determines the Applicant has expended Housing Trust Fund monies inappropriately and/or has acted in a manner that the Authority determines warrants suspension or debarment. If the Authority has sufficient reason to believe an Applicant has violated federal, state, or local laws, the Authority may request the assistance of law enforcement. The Authority may assist law enforcement personnel in completing their investigation and with the prosecution of any criminal acts. The Authority may also seek any available civil remedies in instances where there has been a misappropriation of Housing Trust Fund award proceeds.

The failure to abide by the procedures contained in the Housing Trust Fund Manuals may result in the Authority declining to accept an application. Further, the failure to abide by the program requirements will result in the disqualification of the Applicant and all other persons or organizations involved with the Applicant from further Housing Trust Fund participation. If proceeds subject to recapture are not repaid when requested, the mortgage will be foreclosed where notes and mortgages are used. When restrictive covenants are used, recapture may occur as defined within the Restrictive Covenants document.

The Applicant acknowledges and understands that Submission of a complete application does not guarantee a Housing Trust Fund award.

Applicant: Beaufort County Disabilities and Special Needs

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

Title: Executive Director Date: 01/28/19