

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
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INTERIM COUNTY ADMINISTRATOR

SARAH W. BROCK  
INTERIM CLERK TO COUNCIL

AGENDA  
PUBLIC FACILITIES COMMITTEE

Monday, April 1, 2019

3:30 p.m.

(or immediately following the Finance Committee Meeting)

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

Committee Members:

Brian Flewelling, Chairman  
York Glover, Vice Chairman  
Michael Covert  
Mark Lawson  
Joseph Passiment

Staff Support:

Patrick Hill, Director  
IT Systems Management  
*Vacant*, Division Director  
Transportation Engineering  
Eric Larson, Division Director  
Environmental Engineering  
Robert McFee, Division Director  
Facilities and Construction Engineering

1. CALL TO ORDER – 3:30 p.m.
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES – March 4, 2019 ([backup](#))
5. CITIZEN COMMENTS (*Comments regarding agenda items only*)
6. DISCUSSION / BUDGET INCREASE FOR THE DESIGN/BID/BUILD OF THE SHANKLIN ROAD EMS STATION – *Rob McFee, Director of Facilities & Construction Engineering* ([backup](#))
7. DUNCAN FARMS ACCESS EASEMENT – *Eric Larson, Environmental Engineering & Land Management* ([backup](#))
8. BARN SITE LEASE AT PEPPERHALL – *Stefanie Nagid, Passive Parks Manager* ([backup](#))
9. WHITEHALL PARK LEASE AGREEMENT WITH THE CITY OF BEAUFORT – *Stefanie Nagid, Passive Parks Manager* ([backup](#))
10. WHITEHALL PARK MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF WHITEHALL PARK – *Stefanie Nagid, Passive Parks Manager* ([backup](#))
11. DISCUSSION / WATER AND SEWER SYSTEM IMPROVEMENTS ON SC 170 – *Rob McFee, Director of Facilities & Construction Engineering* ([backup](#))



12. DISCUSSION / FY 2020 BUDGET RELATING TO PUBLIC FACILITIES
13. DISCUSSION / FACILITIES IMPROVEMENTS / UPGRADES / REQUIRED REPAIR
14. EXECUTIVE SESSION
  - A. Consideration to purchase property for Public Works
15. MATTERS ARISING OUT OF EXECUTIVE SESSION
16. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
  - A. Beaufort County Transportation Committee / (3) vacancies ([backup](#))
  - B. Keep Beaufort County Beautiful Board / (3) vacancies ([backup](#))
17. TOUR OF FEDERAL COURTHOUSE BUILDING
18. ADJOURNMENT

**MINUTES  
PUBLIC FACILITIES COMMITTEE**

**March 4, 2019**

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

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

**Attendance**

- Present: Committee Chairman Brian Flewelling, Committee Vice Chairman York Glover, Mark Lawson and Joseph Passiment.
- Absent: Michael Covert
- Ex-officio: Gerald Dawson, Chris Hervochon, Alice Howard, Stu Rodman, Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)
- Staff: Cindy Carter, Solid Waste & Recycling Coordinator; Eric Greenway, Community Development Director; Ashley Jenkins, Recycling Coordinator; Thomas J. Keaveny II, County Attorney; Eric Larson, Manager Stormwater Utility; Rob McFee, Director Facilities and Construction Engineering; John Miller, Operations Manager Engineering; Jon Rembold, Airports Director; Mark Roseneau, Director Facility Management; Dave Thomas, Purchasing Director; John Weaver, Interim County Administrator

**Call to Order**

Chairman Flewelling called the meeting to order at 4:55 p.m.

**Approval of Agenda**

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

**Approval of Minutes**

It was moved by Mr. Passiment, seconded by Mr. Glover to approve the minutes of February 4, 2019 as presented. The vote: YAYS –Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment and Mr. Rodman. Mr. Dawson, Mr. Lawson and Mr. Sommerville did not vote. The motion passed.

### **Citizen Comments**

Leanne Coulter, Co-Chair Daufuskie Island Council, island residents would like to continue using the Marshside Mama's property for neighborhood events.

Chase Allen, owner of Tour Daufuskie, supports the lease of Marshside Mama's as a restaurant.

### **ACTION ITEMS**

**Item: Consideration of Contract Awards** – Dave Thomas

- A. Pointed Feather, LLC / Leasee, Marshside Mama's Restaurant / 10-year lease, \$900 monthly plus \$100,000 in capital investments to the building
- B. Patterson Construction, Inc., Beaufort, SC / Beaufort County Government Complex, Arthur Horne Building Selective Demolition/ \$98,175

**Discussion:** No funding is required for this project.

Mr. Dawson requested a provision to the contract be made to include allowing the community to be able to use the grounds during Daufuskie Day.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Lawson that Committee approve the contract award to Pointed Feather, LLC to lease Marshside Mama's Restaurant for 10-years at \$900 a month plus \$100,000 in capital investments to the building subject to minor amended language regarding usage of the property for community usage. The vote: YAYS – Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. NAYS – Mr. Dawson and Mr. Sommerville. The motion passed.

**Recommendation:** The contracts were approved. No recommendation to Council needed.

**Discussion:** Only two bids for this project were received with Patterson Construction's bid being the lower of the two.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover to approve the contract for Patterson Construction to demo part of the Beaufort County Government Complex, Arthur Horne Building for a cost of \$98,175. The vote: YAYS – Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

**Recommendation:** The contract was approved. No recommendation to Council needed.

**Item: Jenkins Island Right-of-Way Acquisition** – Rob McFee, Director Facilities & Construction Engineering

**Discussion:** Authorization to conduct right-of-way transactions on behalf of Beaufort County as they pertain to US 278 Improvements (Jenkins Island). The Town of Hilton Head Island has agreed to donate right-of-way and the remaining two permissions should not involve funding considerations.

This is part of an existing, ongoing project for the turn-arounds on Hilton Head Island.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Rodman that Committee approve Administrations request for authorization to conduct Right of Way transactions on behalf of Beaufort County as they pertain to US 278 Improvements (Jenkins Island). The vote: YAYS – Mr. Dawson, Mr. Flewelling, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Sommerville. NAYS - Mr. Glover. The motion passed.

**Recommendation:** Forward recommendation for authorization to conduct Right of Way transactions on behalf of Beaufort County as they pertain to Jenkins Island to Council.

**Item: Fort Frederick Boat Ramp Agreement with SC Department of Natural Resources** – Rob McFee, Director Facilities & Construction Engineering

**Discussion:** Authorization to enter into the Access, Lease and License agreements with SCDNR for the improvement of the water/boat access at Fort Fredrick.

Access to this specific boat ramp was eliminated by the events of 9.11 as access is through the US Naval Hospital grounds. Beaufort County, with cooperation with the Town of Port Royal, purchased 610 Old Fort Road to provide vehicle access to the property. The agreements with SCDNR are necessary in order for Beaufort County to improve this water access.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Passiment that Committee approve Authorization to enter into the Access, Lease and License agreements with SCDNR for the improvement of the water/boat access at Fort Fredrick. The vote: YAYS – Mr. Dawson, Mr. Flewelling, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

**Recommendation:** Forward recommendation of these leases from SCDNR to Council.

**Item: Friends of Fort Fremont Memo of Understanding for the Collaboration of Interpretive Tours and Maintenance at the Fort Fremont Preserve** – Stefanie Nagid, Passive Parks Director

**Discussion:** Although the Friends of Fort Fremont have been conducting interpretive tours for the Fort using the St. Helena branch Library as a base, there has been no formal agreement executed to date. The County is under contract to construct an interpretive center, which will house the Friends of Fort Fremont displays and materials and serve as their base of operations upon completion.

The Friends are currently operating without a liability agreement with the County. There is no funding to be considered. Staff recommends Council adopt a resolution to enter into a Memorandum of Understanding for the collaboration of interpretive tours and maintenance at the Fort Fremont Preserve.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Passiment that Committee adopt a resolution to enter into a Memorandum of Understanding for the collaboration of interpretive tours and maintenance at the Fort Fremont Preserve. The vote: YAYS – Mr. Dawson, Mr. Flewelling, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

**Recommendation:** Council adopt a resolution to enter into a Memorandum of Understanding for the collaboration of interpretive tours and maintenance at the Fort Fremont Preserve.

**Item:** Technical College of the Lowcountry Request for Restaurant Equipment from the County-owned Buckingham Landing Restaurant Building – Mary Lee Carnes, Technical College of the Lowcountry

**Discussion:** TCL has requested to retrieve restaurant equipment and supplies from the Buckingham Landing restaurant property that the County bought last year (Sea Trawler). The college is in the process of planning and permitting for construction of a Culinary Institute and Tourism Center.

Assumption of risk, waiver and indemnification, “as-is” condition should be a condition of any retrieval of equipment.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee recommend forwarding a resolution to County Council regarding the disposition of personal property (kitchen equipment) from the Buckingham Landing Restaurant to TCL. The vote: YAYS –Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

**Recommendation:** Council adopt a resolution to donate the restaurant equipment from the Buckingham Landing Restaurant building to the Technical College of the Lowcountry.

**Item:** Airport Room Use Policy – Jon Rembold, Airports Director

**Discussion:** Community groups have been using the County Airport Conference Room and/or facility without a policy nor use agreement in place.

An Airport Rental Policy and application has been drafted. Nonprofit, non-political organizations and governmental agencies and departments may apply for use of the room/facilities. The room is available from 8:00 a.m. to 6:00 p.m. Monday through Saturday. The rental fee is \$30.00 for up to four hours, \$60.00 for four to eight hours. There is also a \$20.00 non-refundable application fee. Applicants requesting to serve alcohol, food, or entertainment will be required to provide Liability Insurance coverage.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee recommend forwarding the Airport Rental Policy to County Council for approval. The vote: YAYS –Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

**Recommendation:** Council approve the Airport Rental Policy.

**Item: Executive Session**

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Rodman that Committee go into executive session to discuss contract negotiations regarding a bid for household waste and recycling. The vote: YAYS – Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Flewelling and Mr. Rodman. The motion passed. The executive session began at 6:12 p.m.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee come out of executive session. The vote: YAYS – Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Flewelling and Mr. Rodman. The motion passed. The executive concluded at 6:43 p.m.

**Item: Matters Arising out of Executive Session**

There were no matters arising out of executive session.

**INFORMATION ITEMS**

**Item: Regional Cleanup Day, April 22, 2019 – Ashley Jenkins, Recycling Coordinator**

**Discussion:** Building on the success of the two county-wide cleanup days held in 2018, Beaufort County Public Works has taken the lead to make the first cleanup event for 2019 even bigger. On Earth Day, April 22, 2019, volunteers from Beaufort, Colleton, Hampton and Jasper counties will be working to clean up their respective roadsides and infrastructure. Council members were encouraged to participate.

**Status:** For information only.

**Item: Discussion / Curbside Collection of Household Waste and Recycling – Eric Larson, Environmental Engineering and Land Management**

**Discussion:** In response to an RFP for weekly curbside collection of household waste and recyclables in unincorporated Beaufort County, six proposals were received. After a thorough evaluation of all options, a recommended hauler was selected. The recommended hauler, if the contract is awarded, would be the County's exclusive franchise hauler in the five unincorporated solid waste districts. This program would not include the four municipalities.

The estimated cost for the contract is approximately \$6,200,000. There would be a savings of approximately \$1,700,000. The savings would be a result of closing the seven smaller convenience centers and re-purposing the three larger sites (Bluffton, St. Helena and Shanklin).

The Solid Waste Board voted unanimously against curbside services.

**Status:** It was the recommendation of Committee that staff pursue other options to increase efficiency and reduce costs of the Solid Waste and Recycling programs.

**Item: Update / Pathway Design/Construction Prioritization** – Rob McFee, Director Facilities & Construction Engineering

This item was not discussed.

**Item: Consideration of Reappointments and Appointments**

This item was not discussed.

### **Adjournment**

It was moved by Mr. Glover, seconded by Mr. Passiment to adjourn the meeting. The vote: YAYS: Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochoon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. The meeting adjourned at 6:43 p.m.

Ratified by Committee:





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

EMS Projects: Shanklin Road and Station 31(co-locate with BTFD)

#### Council Committee:

Public Facilities

#### Meeting Date:

April 1, 2019

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

Rob McFee, Dir of Engineering

#### Issues for Consideration:

In Mar 2018, \$2.6M was budgeted to design/bid/build the Shanklin Road EMS station and Beaufort County's share of Station 31 Working with Fraser Construction on the EMS requirements and in tandem with Chief Thompson, BTFD, we have the following estimate

- Shanklin: \$1,619,989. \$190K increase primarily due to cost of labor & materials increase and Geotech results (earthquake drains)
  - Station31: \$1,580,668. BC paying 46.85%, BTFD 46.85%, and Bluffton Township paying remaining (site work & permit applications)
- Est total cost to BC for the two projects: \$3,200,657 (versus the approved \$2.6M in 2018).

#### Points to Consider:

- Size of both apparatus bays have been increased to allow for next-generation vehicles (2 new firetrucks in BTFD received 3/19)
- Project Cost/sqft (\$458) is competitive between low-end (\$390) and high-end (\$511) of similar structures built within last 3 years
  - Note the \$390/sq ft fire station fit/finish was cut to minimum (concrete floors, no doors on rooms, no clinic, no exercise room, etc)
- Fraser Construction has been working with BC and BTFD to ensure quality standards are met while costs kept at a reasonable level
- Fraser Construction has an excellent record with construction for BC and is available to begin on both structures soon.

#### Funding & Liability Factors:

- BC will need to fund 100% of Shanklin Road but only 46.85% of current estimate for Station 31.

#### Council Options:

- Increase the budget for the project to \$3,200,657 and authorize Fraser Construction to move into build phase of project, or
- Put the current design and estimates forward for public bid

#### Recommendation:

Recommend Council approve the budget increase and approve Fraser Construction to move ahead as the design/bid/build selectee.



**Beaufort County EMS Station**  
**Schedule of Values**  
**March 6, 2019**

Item	Description	Preconstruction North	Construction North	Current Total	North EMS Station Estimate 3/20/2018	Variance from Budget	Notes
1	Preliminary Design - Fraser	\$ 6,909	\$ -	\$ 6,909	\$ 6,909	\$ -	
2	Preliminary Design - Civil Engineer	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	
3	Preliminary Design - Architect, MEP, Structural	\$ 9,556	\$ -	\$ 9,556	\$ 9,556	\$ -	
4	Schematic Design - Fraser	\$ 6,840	\$ -	\$ 6,840	\$ 6,835	\$ (5)	
5	Schematic Design - Civil Engineer	\$ 24,000	\$ -	\$ 24,000	\$ 24,000	\$ -	
6	Schematic Design - Architect, MEP, Structural	\$ 37,643	\$ -	\$ 37,643	\$ 37,643	\$ -	
7	Construction Documents - Fraser	\$ 6,358	\$ -	\$ 6,358	\$ 6,358	\$ -	
8	Construction Documents - Civil Engineer	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ -	
9	Construction Documents - Architect, MEP, Structural	\$ 60,491	\$ -	\$ 60,491	\$ 60,491	\$ -	
10	Construction Administration	\$ -	\$ 41,644	\$ 41,644	\$ 41,644	\$ -	
11	Testing	\$ -	\$ -	\$ -	\$ -	\$ -	By Owner
12	General Conditions	\$ -	\$ 151,576	\$ 151,576	\$ 151,413	\$ (163)	
13	Staging & Logistics	\$ -	\$ 47,314	\$ 47,314	\$ 46,636	\$ (678)	
14	Surveying	\$ -	\$ 10,000	\$ 10,000	\$ 5,100	\$ (4,900)	
15	Development Permit Fees	\$ -	\$ 2,495	\$ 2,495	\$ 2,495	\$ -	Allowance
16	BJWSA Capacity Fees & Meter Fee	\$ -	\$ -	\$ -	\$ -	\$ -	Use BJWSA Crdeits
17	Beaufort County Road Impact Fee	\$ 1,835	\$ -	\$ 1,835	\$ 1,835	\$ -	Bayoud 3/20/18
18	Beaufort County Fire Fee	\$ 2,012	\$ -	\$ 2,012	\$ 2,012	\$ -	Bayoud 3/20/18
19	Demolition	\$ -	\$ 5,740	\$ 5,740	\$ -	\$ (5,740)	Sitework Demo
20	Soil Poison	\$ -	\$ 1,107	\$ 1,107	\$ 941	\$ (166)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
21	Concrete	\$ -	\$ 52,139	\$ 52,139	\$ 43,917	\$ (8,222)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
22	Masonry	\$ -	\$ 2,406	\$ 2,406	\$ 2,293	\$ (113)	
23	Miscellaneous Steel	\$ -	\$ 4,966	\$ 4,966	\$ -	\$ (4,966)	Added Bollards Inside & Outside Apparatus Bay per Owner Request
24	Structural Steel	\$ -	\$ 5,337	\$ 5,337	\$ 5,337	\$ -	
25	Rough Carpentry	\$ -	\$ 85,471	\$ 85,471	\$ 51,938	\$ (33,533)	
26	Finish Carpentry	\$ -	\$ 3,856	\$ 3,856	\$ 3,849	\$ (7)	
27	Exterior Carpentry	\$ -	\$ 35,575	\$ 35,575	\$ 34,403	\$ (1,172)	Hardi Siding @ Crew Quarters
28	Building Insulation	\$ -	\$ 13,930	\$ 13,930	\$ 13,885	\$ (45)	
29	Asphalt Shingle Roofing	\$ -	\$ 7,962	\$ 7,962	\$ 7,531	\$ (431)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
30	Flashing & Sheetmetal	\$ -	\$ 4,478	\$ 4,478	\$ 5,088	\$ 610	
31	Roof Specialties	\$ -	\$ 8,378	\$ 8,378	\$ 7,327	\$ (1,051)	
32	Caulking	\$ -	\$ 900	\$ 900	\$ 900	\$ -	
33	Hollow Metal Doors & Frames	\$ -	\$ 7,112	\$ 7,112	\$ 9,101	\$ 1,989	
34	Wood Doors	\$ -	\$ 5,566	\$ 5,566	\$ 8,639	\$ 3,073	
35	Access Doors	\$ -	\$ 671	\$ 671	\$ 666	\$ (5)	
36	Overhead Doors	\$ -	\$ 22,600	\$ 22,600	\$ 22,600	\$ -	
37	Windows	\$ -	\$ 8,828	\$ 8,828	\$ 7,155	\$ (1,673)	
38	Hardware	\$ -	\$ 7,721	\$ 7,721	\$ 7,319	\$ (402)	
39	Hurricane Panels	\$ -	\$ 7,776	\$ 7,776	\$ 1,924	\$ (5,852)	
40	Glass And Glazing	\$ -	\$ 2,120	\$ 2,120	\$ 2,120	\$ -	
41	Final Cleaning	\$ -	\$ 1,145	\$ 1,145	\$ 974	\$ (171)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
42	Drywall	\$ -	\$ 22,766	\$ 22,766	\$ 20,581	\$ (2,185)	
43	FRP Wall Panels	\$ -	\$ 6,832	\$ 6,832	\$ 4,032	\$ (2,800)	Equipment Bay Interior Walls
44	Stucco	\$ -	\$ 15,650	\$ 15,650	\$ 9,100	\$ (6,550)	Increased Size of Apparatus Bay
45	Tile	\$ -	\$ 9,856	\$ 9,856	\$ 5,296	\$ (4,560)	
46	Acoustical Ceilings	\$ -	\$ -	\$ -	\$ -	\$ -	Deleted-Drywall ceilings
47	Resilient Flooring	\$ -	\$ 6,343	\$ 6,343	\$ 6,444	\$ 101	VCT
48	Polished Concrete	\$ -	\$ 5,310	\$ 5,310	\$ 4,545	\$ (765)	Equipment Bay
49	Painting	\$ -	\$ 13,929	\$ 13,929	\$ 11,848	\$ (2,081)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay

Item	Description	Preconstruction North	Construction North	Current Total	North EMS Station Estimate 3/20/2018	Variance from Budget	Notes
50	Building Signage	\$ -	\$ 1,600	\$ 1,600	\$ 1,600	\$ -	
51	KNOX Box	\$ -	\$ 615	\$ 615	\$ 610	\$ (5)	
52	Fire Protection Specialties	\$ -	\$ 1,616	\$ 1,616	\$ 1,430	\$ (186)	
53	Shelving	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
54	Toilet Accessories	\$ -	\$ 2,974	\$ 2,974	\$ 1,865	\$ (1,109)	
55	Lockers	\$ -	\$ 7,200	\$ 7,200	\$ 6,000	\$ (1,200)	
56	30 ft. Flag Pole	\$ -	\$ 3,000	\$ 3,000	\$ 1,827	\$ (1,173)	
57	Appliances	\$ -	\$ -	\$ -	\$ -	\$ -	Includes Hood Fire Suppression System - Washer & Dryer Costs Increased Sales Tax % Increase
			\$ 14,464	\$ 14,464	\$ 13,281	\$ (1,183)	
58	Window Treatments	\$ -	\$ 1,005	\$ 1,005	\$ 773	\$ (232)	
59	Cabinets	\$ -	\$ 13,729	\$ 13,729	\$ 7,965	\$ (5,764)	Added Cabinets in Laundry Room & Health Services
60	Countertops	\$ -	\$ 5,101	\$ 5,101	\$ 3,305	\$ (1,796)	Added Cabinets in Laundry Room & Health Services
61	Fire Protection	\$ -	\$ 31,675	\$ 31,675	\$ 26,942	\$ (4,733)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
62	Plumbing	\$ -	\$ 43,000	\$ 43,000	\$ 43,000	\$ -	
63	HVAC	\$ -	\$ 33,250	\$ 33,250	\$ 33,250	\$ -	
64	Electrical	\$ -	\$ 72,402	\$ 72,402	\$ 65,909	\$ (6,493)	No Generator - Increased Bldg Footprint by 570 sq ft due to Owner needs in Apparatus Bay
65	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	Phone, CATV, Data by Owner
66	Site Mobilization, Tree Protection & Erosion Control	\$ -	\$ 39,193	\$ 39,193	\$ 27,380	\$ (11,813)	
67	Arborist Report	\$ -	\$ 480	\$ 480	\$ -	\$ (480)	Required by SRT
68	Clearing & Earthwork	\$ -	\$ 43,200	\$ 43,200	\$ 55,591	\$ 12,391	
69	Concrete Curbs, Sidewalks and Paving	\$ -	\$ 8,950	\$ 8,950	\$ 31,400	\$ 22,450	
70	Asphalt Paving	\$ -	\$ 86,314	\$ 86,314	\$ 32,140	\$ (54,174)	
71	Pavement Markings & Wheel Stops	\$ -	\$ 3,345	\$ 3,345	\$ 3,060	\$ (285)	
72	Site Utilities	\$ -	\$ 82,206	\$ 82,206	\$ 85,033	\$ 2,827	\$15,000 Allowance for Septic
73	Earthquake Drains	\$ -	\$ 46,500	\$ 46,500	\$ -	\$ (46,500)	Added due to Soils Report
74	Site Signs	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ -	
75	Equipment Shed 30X40 & Fence	\$ -	\$ -	\$ -	\$ 34,720	\$ 34,720	Removed Added Shed-Allowance
76	Landscaping & Irrigation	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	Allowance
77	Subtotal	\$ 185,644	\$ 1,199,318	\$ 1,384,962	\$ 1,237,761	\$ (147,201)	
78	Builders Risk Insurance	\$ -	\$ 7,638	\$ 7,638	\$ 6,935	\$ (703)	By Owner
79	General & Umbrella Liability Insurance	\$ -	\$ 15,359	\$ 15,359	\$ 13,839	\$ (1,520)	
80	Project License Fees	\$ -	\$ 624	\$ 624	\$ 624	\$ -	Beaufort County Bus. Lic.
81	Payment And Performance Bond	\$ -	\$ 16,494	\$ 16,494	\$ 16,494	\$ -	
82	Building Permit	\$ -	\$ 25	\$ 25	\$ 25	\$ -	Building Permit by Owner
77	Subtotal	\$ 185,644	\$ 1,239,458	\$ 1,425,102	\$ 1,275,678	\$ (149,424)	
84	Overhead & Fee	\$ 12,067	\$ 80,565	\$ 92,632	\$ 82,919	\$ (9,713)	
85	Estimate Total	\$ 197,711	\$ 1,320,023	\$ 1,517,734	\$ 1,358,597	\$ (159,137)	
					\$ -	\$ -	
	Contingency	\$ 9,886	\$ 66,001	\$ 75,887	\$ 67,930	\$ (7,957)	
	Additional Sitework Contingency	\$ -	\$ 26,369	\$ 26,369	\$ -	\$ (26,369)	
	Project Budget Total	\$ 207,596	\$ 1,412,393	\$ 1,619,989	\$ 1,426,527	\$ (193,462)	



**BTFD Station 31**

**Schedule of Values**

March 5, 2019

Item	Description	Design & Permitting Phase	Design & Permitting Shared Cost	BTFD/EMS Sitework	Bluffton BTFD Shared Sitework	Construction Phase	Current Total	Notes
1	Pre-Construction Project Management	\$ 18,679	\$ -	\$ -	\$ -	\$ -	\$ 18,679	
2	Architect Design Fees	\$ 126,500	\$ -	\$ -	\$ -	\$ -	\$ 126,500	
3	Landscape Architect Design Fees	\$ 11,500	\$ -	\$ -	\$ -	\$ -	\$ 11,500	
4	Civil Engineering Fees	\$ 42,280	\$ 18,078	\$ -	\$ 24,368	\$ 11,054	\$ 95,780	
5	Design Reimbursable	\$ 3,077	\$ 1,923	\$ -	\$ -	\$ -	\$ 5,000	
6	Geotechnical Report	\$ 6,990	\$ 2,330	\$ -	\$ -	\$ -	\$ 9,320	
7	Tree & Topo Survey	\$ 4,414	\$ 4,086	\$ -	\$ -	\$ -	\$ 8,500	
8	BJWSA Water, Sewer & Meter Fees	\$ 15,311	\$ -	\$ -	\$ -	\$ -	\$ 15,311	
9	Road Impact Fees	\$ 19,669	\$ -	\$ -	\$ -	\$ -	\$ 19,669	
10	Fire Impact Fees	\$ 10,160	\$ -	\$ -	\$ -	\$ -	\$ 10,160	
11	Bluffton Development Fees	\$ 5,235	\$ -	\$ -	\$ -	\$ -	\$ 5,235	
12	Blueprints	\$ 1,605	\$ -	\$ -	\$ -	\$ -	\$ 1,605	
13	General Conditions	\$ -	\$ -	\$ -	\$ -	\$ 283,097	\$ 283,097	
14	3rd Party Testing Allowance	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
15	Rubbish Removal & Clean-up	\$ -	\$ -	\$ -	\$ -	\$ 41,256	\$ 41,256	
16	Layout & As-built Survey	\$ -	\$ -	\$ -	\$ -	\$ 15,100	\$ 15,100	
17	Concrete	\$ -	\$ -	\$ -	\$ -	\$ 109,941	\$ 109,941	
18	Concrete Masonry Units	\$ -	\$ -	\$ -	\$ -	\$ 126,098	\$ 126,098	
19	Brick	\$ -	\$ -	\$ -	\$ -	\$ 24,930	\$ 24,930	Waterable Only
20	Structural Steel	\$ -	\$ -	\$ -	\$ -	\$ 42,696	\$ 42,696	
21	Metal Bollards	\$ -	\$ -	\$ -	\$ -	\$ 2,628	\$ 2,628	
22	Light Gauge Metal Framing	\$ -	\$ -	\$ -	\$ -	\$ 22,470	\$ 22,470	
23	Miscellaneous Steel	\$ -	\$ -	\$ -	\$ -	\$ 3,237	\$ 3,237	
24	Rough Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 153,696	\$ 153,696	
25	Millwork & Finish Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 6,773	\$ 6,773	
26	Exterior Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 36,840	\$ 36,840	
27	Shutters	\$ -	\$ -	\$ -	\$ -	\$ 9,881	\$ 9,881	
28	Fences & Gates	\$ -	\$ -	\$ -	\$ -	\$ 9,800	\$ 9,800	
29	Warranty Reserve	\$ -	\$ -	\$ -	\$ -	\$ 3,251	\$ 3,251	
30	Cabinets & Tops	\$ -	\$ -	\$ -	\$ -	\$ 47,370	\$ 47,370	Includes lockers
31	Building Insulation	\$ -	\$ -	\$ -	\$ -	\$ 17,639	\$ 17,639	
32	Metal Roofing	\$ -	\$ -	\$ -	\$ -	\$ 80,472	\$ 80,472	
33	Flashing & Gutters	\$ -	\$ -	\$ -	\$ -	\$ 11,521	\$ 11,521	
34	Caulking	\$ -	\$ -	\$ -	\$ -	\$ 5,341	\$ 5,341	
35	Hollow Metal Doors & Frames	\$ -	\$ -	\$ -	\$ -	\$ 14,796	\$ 14,796	
36	Wood Doors	\$ -	\$ -	\$ -	\$ -	\$ 11,038	\$ 11,038	
37	Access Doors	\$ -	\$ -	\$ -	\$ -	\$ 669	\$ 669	
38	Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ 31,000	\$ 31,000	
39	Hurricane Protection for Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	
40	Windows	\$ -	\$ -	\$ -	\$ -	\$ 10,005	\$ 10,005	
41	Hardware	\$ -	\$ -	\$ -	\$ -	\$ 11,515	\$ 11,515	
42	Glass And Glazing	\$ -	\$ -	\$ -	\$ -	\$ 2,913	\$ 2,913	
43	Final Cleaning	\$ -	\$ -	\$ -	\$ -	\$ 1,650	\$ 1,650	
44	Drywall	\$ -	\$ -	\$ -	\$ -	\$ 32,772	\$ 32,772	
45	FRP Wall Panels	\$ -	\$ -	\$ -	\$ -	\$ 4,758	\$ 4,758	
46	Stucco	\$ -	\$ -	\$ -	\$ -	\$ 16,884	\$ 16,884	App. Bay Front & Sides (see elevations)
47	Ceramic Tile	\$ -	\$ -	\$ -	\$ -	\$ 14,112	\$ 14,112	
48	Acoustical Ceilings	\$ -	\$ -	\$ -	\$ -	\$ 6,588	\$ 6,588	
49	Resilient Flooring	\$ -	\$ -	\$ -	\$ -	\$ 20,914	\$ 20,914	LVL to match Station 31
50	Exercise Room Flooring	\$ -	\$ -	\$ -	\$ -	\$ 2,790	\$ 2,790	
51	Sealed Concrete	\$ -	\$ -	\$ -	\$ -	\$ 13,441	\$ 13,441	
52	Painting	\$ -	\$ -	\$ -	\$ -	\$ 50,517	\$ 50,517	
53	Knox Box	\$ -	\$ -	\$ -	\$ -	\$ 535	\$ 535	
54	Fire Extinguishers	\$ -	\$ -	\$ -	\$ -	\$ 2,164	\$ 2,164	
55	Toilet Accessories	\$ -	\$ -	\$ -	\$ -	\$ 5,322	\$ 5,322	
56	Toilet Partitions	\$ -	\$ -	\$ -	\$ -	\$ 5,210	\$ 5,210	

**BTFD Station 31**  
**Schedule of Values**  
**March 5, 2019**

Item	Description	Design & Permitting Phase	Design & Permitting Shared Cost	BTFD/EMS Sitework	Bluffton BTFD Shared Sitework	Construction Phase	Current Total	Notes
57	Window Treatments	\$ -	\$ -	\$ -	\$ -	\$ 4,250	\$ 4,250	
58	Interior Signs	\$ -	\$ -	\$ -	\$ -	\$ 1,768	\$ 1,768	Allowance
59	Monument Sign	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	Allowance
60	Shelving	\$ -	\$ -	\$ -	\$ -	\$ 6,214	\$ 6,214	
61	Exercise Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By BTFD/EMS
62	Flag Pole	\$ -	\$ -	\$ -	\$ -	\$ 3,538	\$ 3,538	Allowance
63	Appliances	\$ -	\$ -	\$ -	\$ -	\$ 22,009	\$ 22,009	
64	Ice Maker & Extractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By BTFD/EMS
65	Fire Protection	\$ -	\$ -	\$ -	\$ -	\$ 47,760	\$ 47,760	
66	Plumbing	\$ -	\$ -	\$ -	\$ -	\$ 123,500	\$ 123,500	
67	HVAC	\$ -	\$ -	\$ -	\$ -	\$ 97,536	\$ 97,536	
68	Electrical	\$ -	\$ -	\$ -	\$ -	\$ 235,688	\$ 235,688	Includes Diesel Generator-Fuel NIC
69	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By Owner
70	Fire Alarm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Included in Electrical
71	Site Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Leased
72	Clearing & Earthwork	\$ -	\$ -	\$ 121,448	\$ 105,943	\$ -	\$ 227,391	Ward Edwards Estimate
73	Soil Treatment	\$ -	\$ -	\$ -	\$ -	\$ 2,357	\$ 2,357	
74	Deep Foundations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	None Included
75	Asphalt Paving	\$ -	\$ -	\$ 17,665	\$ 29,250	\$ -	\$ 46,915	Ward Edwards Estimate
76	Concrete Curbs, Sidewalks and Paving	\$ -	\$ -	\$ 104,200	\$ 32,160	\$ -	\$ 136,360	Ward Edwards Estimate
77	Erosion Control	\$ -	\$ -	\$ 10,000	\$ 20,500	\$ -	\$ 30,500	Ward Edwards Estimate
78	Fine Grading	\$ -	\$ -	\$ 15,000	\$ 18,000	\$ -	\$ 33,000	Ward Edwards Estimate
79	Planting & Irrigation	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	Allowance
80	Site Utilities	\$ -	\$ -	\$ 33,200	\$ 80,900	\$ -	\$ 114,100	Ward Edwards Estimate
81	Sitework Contingency @ 10%	\$ -	\$ -	\$ 34,363	\$ 31,805	\$ -	\$ 66,168	
82	Subtotal	\$ 265,420	\$ 26,417	\$ 385,876	\$ 342,926	\$ 1,911,304	\$ 2,931,943	
83	Builders Risk Insurance	\$ 1,348	\$ 134	\$ 1,960	\$ 1,742	\$ 9,709	\$ 14,894	
84	General & Umbrella Liability Insurance	\$ 3,155	\$ 314	\$ 4,587	\$ 4,076	\$ 22,719	\$ 34,851	
85	Municipal Fees	\$ 304	\$ 30	\$ 442	\$ 393	\$ 2,190	\$ 3,359	
86	Payment And Performance Bond	\$ 2,897	\$ 288	\$ 4,212	\$ 3,743	\$ 20,861	\$ 32,001	
87	Building Permit	\$ 2	\$ -	\$ 3	\$ 3	\$ 16	\$ 25	By Owner
82	Subtotal	\$ 273,126	\$ 27,183	\$ 397,080	\$ 352,883	\$ 1,966,799	\$ 3,017,073	
89	Overhead & Fee	\$ 17,753	\$ 1,767	\$ 25,810	\$ 22,938	\$ 127,842	\$ 196,110	
90	Estimate Total	\$ 290,879	\$ 28,950	\$ 422,890	\$ 375,821	\$ 2,094,641	\$ 3,213,183	
	5% Contingency	\$ 14,544	\$ 1,448	\$ 21,145	\$ 18,791	\$ 104,732	\$ 160,659	
	<b>Project Budget Total</b>	<b>\$ 305,423</b>	<b>\$ 30,398</b>	<b>\$ 444,035</b>	<b>\$ 394,612</b>	<b>\$ 2,199,373</b>	<b>\$ 3,373,842</b>	

	BTFD	EMS	BLUFFTON	TOTAL
SHARED COST %	25%	25%	50%	100%
BTFD/EMS COST %	50%	50%		100%
Design & Permit. BTFD/EMS	\$ 152,712	\$ 152,712		\$ 305,423
Design & Permit Shared	\$ 7,600	\$ 7,600	\$ 15,199	\$ 30,398
BTFD/EMS Sitework	\$ 222,017.50	\$ 222,017.50		\$ 444,035
Bluffton/BTFD/EMS Shared Sitework	\$ 98,653	\$ 98,653	\$ 197,306	\$ 394,612
Construction Phase	\$ 1,099,687	\$ 1,099,687		\$ 2,199,373
<b>Total</b>	<b>\$ 1,580,668</b>	<b>\$ 1,580,668</b>	<b>\$ 212,505</b>	<b>\$ 3,373,841</b>



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Duncan Farms Access Easement

#### Council Committee:

Public Facilities

#### Meeting Date: April

April 1, 2019

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

Eric Larson, Director, Environmental Engineering & Land Management; Dave Wilhelm, Public Works Director; Stefanie Nagid, Passive Parks Manager

#### Issues for Consideration:

Granting of a 30' access easement to Duncan Farms L.P.

#### Points to Consider:

Beaufort County purchased a +/- 77 acre parcel located on the south side of Washington Farm Road in 2015 from Duncan Farms L.P. The original plan for this property was for a shooting range. Included as part of the agreement with Duncan Farms was for the County to build a new dirt road to provide access to a parcel owned by Duncan Farms that is located behind the front parcel purchased by the County. The plan for the shooting range was abandoned and the County is now considering a lease agreement for the property. Rather than build a new road, Duncan Farms has agreed to continue to use the existing dirt road to access their property. This proposed access easement will save the County money by eliminating the need to build a new road using County resources.

#### Funding & Liability Factors:

No funding necessary.

#### Council Options:

Grant an access easement or direct Public Works to build a new access road.

#### Recommendation:

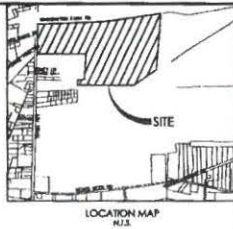
Grant the access easement

- NOTES:
1. BEARINGS ARE BASED ON SC STATE PLANE COORDINATE SYSTEM.
  2. ELEVATIONS ARE RELATIVE TO MEAN SEA LEVEL (MSL).
  3. FIELDWORK COMPLETED JANUARY 16, 2014.
  4. ACCORDING TO SOUTH CAROLINA INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 0000 000 0 AND ACCESS ROAD IS BOTH REVENUE ZONE "B" AND SUBJECT PROPERTY LIES IN FLOOD ZONE "C" (AREAS OF MINIMAL FLOODING).
  5. EXISTING BOUNDARIES NOT SHOWN ON PLAN. THIS PLAN REPRESENTS A SUBDIVISION OF TAX PARCEL #700 028 000 000A 0000.

I, HENRY STALE, STATE OF SOUTH CAROLINA, BEING OF SOUND MIND AND SOUND MEMORY, KNOWING THE CONTENTS AND MEANING OF THE FOREGOING, HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYORS IN SOUTH CAROLINA, AND HERETO DO EXONERATE THE REQUIREMENTS FOR A CLASS "A" SURVEY AS RECORDED HEREON.

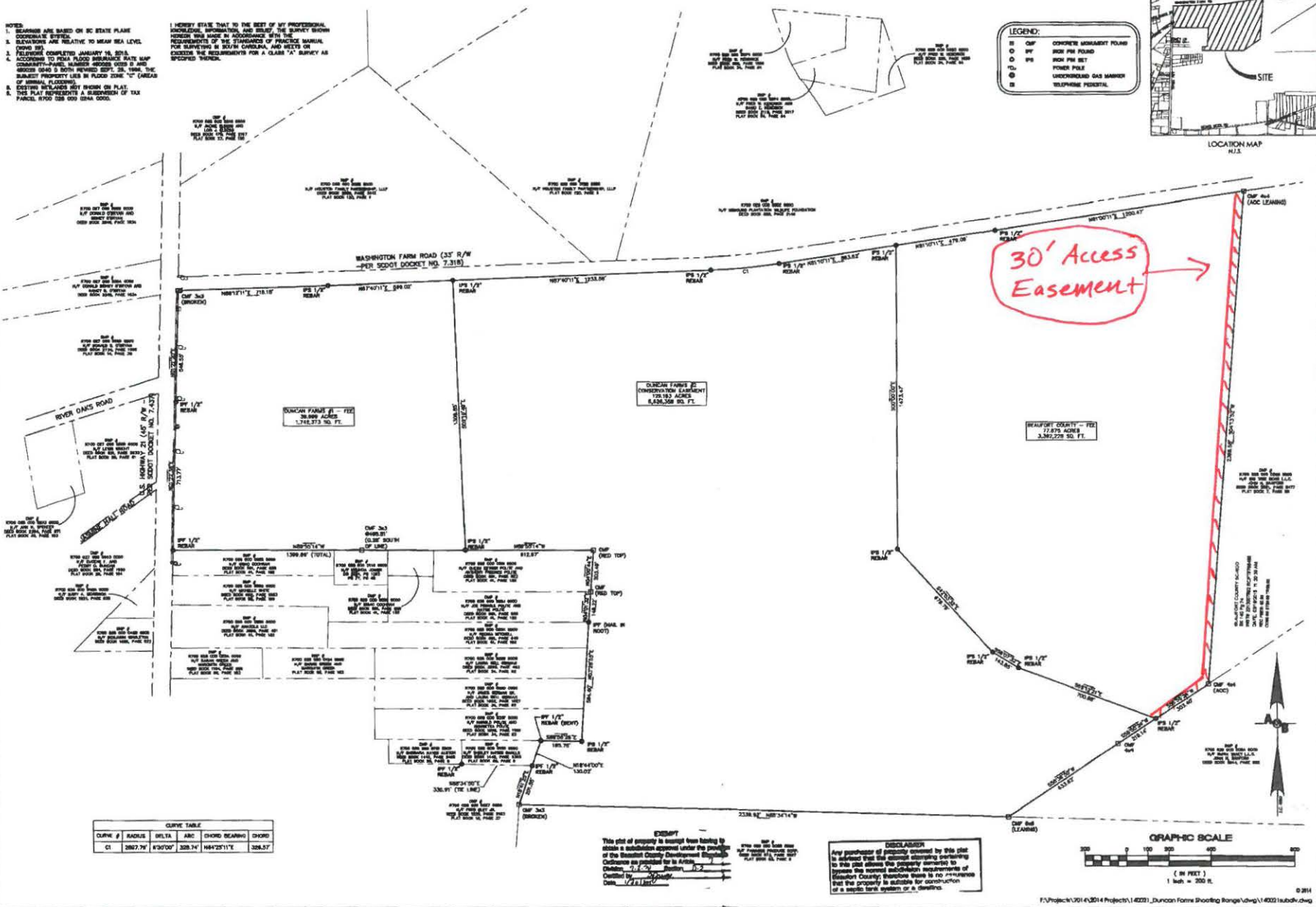
LEGEND:

- CONCRETE MONUMENT FOUND
- IRON PIPE FOUND
- IRON PIPE SET
- POWER POLE
- UNRECORDED GAS MAIN
- TELEPHONE POST/STAKE



PLAN REVISIONS

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			



CURVE TABLE

CURVE #	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	2867.74'	43°20'00"	328.74'	N64°25'11"E	328.57'

EXEMPT  
This plot of property is exempt from having to obtain a subdivision approval under the provisions of the Beaufort County Development Ordinance as provided for in Article 10, Chapter 17, Section 17.3, Ordinance 17-17, Ordinance 17-18, Ordinance 17-19, Ordinance 17-20, Ordinance 17-21, Ordinance 17-22, Ordinance 17-23, Ordinance 17-24, Ordinance 17-25, Ordinance 17-26, Ordinance 17-27, Ordinance 17-28, Ordinance 17-29, Ordinance 17-30, Ordinance 17-31, Ordinance 17-32, Ordinance 17-33, Ordinance 17-34, Ordinance 17-35, Ordinance 17-36, Ordinance 17-37, Ordinance 17-38, Ordinance 17-39, Ordinance 17-40, Ordinance 17-41, Ordinance 17-42, Ordinance 17-43, Ordinance 17-44, Ordinance 17-45, Ordinance 17-46, Ordinance 17-47, Ordinance 17-48, Ordinance 17-49, Ordinance 17-50, Ordinance 17-51, Ordinance 17-52, Ordinance 17-53, Ordinance 17-54, Ordinance 17-55, Ordinance 17-56, Ordinance 17-57, Ordinance 17-58, Ordinance 17-59, Ordinance 17-60, Ordinance 17-61, Ordinance 17-62, Ordinance 17-63, Ordinance 17-64, Ordinance 17-65, Ordinance 17-66, Ordinance 17-67, Ordinance 17-68, Ordinance 17-69, Ordinance 17-70, Ordinance 17-71, Ordinance 17-72, Ordinance 17-73, Ordinance 17-74, Ordinance 17-75, Ordinance 17-76, Ordinance 17-77, Ordinance 17-78, Ordinance 17-79, Ordinance 17-80, Ordinance 17-81, Ordinance 17-82, Ordinance 17-83, Ordinance 17-84, Ordinance 17-85, Ordinance 17-86, Ordinance 17-87, Ordinance 17-88, Ordinance 17-89, Ordinance 17-90, Ordinance 17-91, Ordinance 17-92, Ordinance 17-93, Ordinance 17-94, Ordinance 17-95, Ordinance 17-96, Ordinance 17-97, Ordinance 17-98, Ordinance 17-99, Ordinance 17-100.

DISCLAIMER  
Any purchaser of property covered by this plat is advised that the plat does not constitute a warranty of title or any other representation or statement of fact. The plat is prepared in accordance with the standards of practice for land surveyors in South Carolina and the surveyor makes no representation or warranty as to the accuracy of the information shown hereon, and the purchaser is advised that the property is suitable for construction of a mobile home system or a dwelling.



Andrew & Burgess Inc.  
Engineering & Surveying  
2711 J.M. Smith Blvd  
Beaufort, SC 29906  
843.735.2222  
Fax 843.735.2203

SUBDIVISION PLAT  
Prepared for  
BEAUFORT COUNTY

Duncan Farms  
Shooting Range  
Lobeco  
Beaufort County  
South Carolina  
Date Drawn: 07/08/14  
Last Revised: 01/21/15  
Drawn By: M. Riley  
Engineer: G. Burgess

SHEET #:  
**1**  
JOB: 140021

**ORDINANCE 2019 / \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS A PORTION OF DUNCAN FARMS**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No R700 028 000 0134 0000 located on the south side of Washington Farm Road and being more particularly shown as 77.875 acres on a plat prepared by Andrews & Burgess Inc., PLS No. 15229, dated July 18, 2014, and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on February 16, 2015, in Book 140 Page 74; and

**WHEREAS**, Beaufort County purchased the aforementioned property with an existing roadway historically used by the seller Duncan Farms L.P.; and

**WHEREAS**, the parties never formalized the preservation of an access easement for use by Duncan Farms L.P. and wish now to do so for the purpose of ensuring Duncan Farms L.P. and its successors and assigns, right of ingress and egress; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Access Easement attached hereto and incorporated by reference and shown on the attached “Access Easement” prepared by Howell, Gibson & Hughes, PA; and

**WHEREAS**, Duncan Farms L.P. shall not have exclusivity to the Access Easement and Beaufort County Public Works shall maintain the existing dirt road through routine grading; and

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

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** to authorize the Interim County Administrator to execute the Access Easement referenced herein and which is shown on the attached “Access Easement” prepared by Howell, Gibson & Hughes, PA.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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



APPROVED AS TO FORM:

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Thomas J. Keaveny, II, County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

DRAFT

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(Please do not write above this line – Reserved for Register of Deeds Office)

Prepared by: Howell, Gibson & Hughes, PA  
PO Box 40, Beaufort, SC 29901

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

THIS AGREEMENT is entered into and made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **BEAUFORT COUNTY, a Political Subdivision of the State of South Carolina** ("Grantor") and **DUNCAN FARMS, LP** ("Grantee").

WITNESSETH

WHEREAS, the Grantor acquired a parcel of land containing 77.875 acres from the Grantee that was subdivided out of a larger parcel owned by the Grantee;

WHEREAS, currently, and at the time of the conveyance, there exists a dirt road that runs from Washington Farm Road through the Grantor's property and terminates along the Grantee's property;

WHEREAS, pursuant to an agreement between the parties, and in consideration of the conveyance of the 77.875 acre tract, the Grantor agrees to grant a non-exclusive easement for vehicular and pedestrian access, ingress and egress, that services the Grantee's 129.163 acre parcel known as 1611 Trask Parkway, DMP: R700 028 000 024A 0000.

WHEREAS, the parties hereto have a desire to enter this Agreement to memorialize the terms of the Grantee's access easement, and more particularly described below and in the attached "Exhibit A."

NOW, THEREFORE, mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals herein contained are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor has granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto Grantee, its successors and assigns, for the benefit of Grantee's Property, a non-exclusive perpetual easement (a) over, upon and across a portion of the Grantor's Property constituting a thirty foot (30') wide easement area depicted as an existing dirt drive extending to the south from Washington Farm Road and eventually to the southwest along the Grantor's property line for purposes of vehicular and pedestrian ingress and egress to and from Grantee's Property over the easement area which shall run with the land and bind the interest of the Grantor, its successors and assigns. The rights granted herein shall be non-exclusive but shall be for the benefit of Grantee and for the benefit of its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to vehicular and pedestrian access, ingress and egress.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantee's use of the Easement Area.

Grantor further reserves unto itself the exclusive right to install a fence or gate at or along the entrance of Washington Farms for purposes of security during non-operating hours. Each party to this Agreement shall be provided access codes and/or keys to any locks that would secure said gates or fences to ensure unimpeded access. Grantee shall not distribute access codes and/or keys without the express written approval of the Grantor. Grantor reserves the right to change access codes and/or locks for the security of Grantor's property. In the event Grantor changes access codes and/or locks, Grantor will provide advance notice and arrange for the transfer of the new codes and/or locks to the Grantee and Grantee promises not to distribute the new codes or keys without the express written approval of the Grantor. Upon request of the Grantor, Grantee shall provide a list identifying anyone with an Access Code or key.

Grantor further reserves unto itself the exclusive rights to maintain, repair or improve the easement area that is contained within the Grantor's property whereby the subject easement area exists, including, but not limited to, performing routine grading services to ensure safe passage for ingress and egress.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the land and be appurtenant to Grantee's Property. This Agreement shall run with the title to and burden the easement area of Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their heirs and assigns.

7. Termination and Relocation. Should both parties to this Agreement agree to the termination of the easement granted herein, said termination shall be placed in writing and in recordable form.

8. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

10. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

11. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Beaufort County, its successors and assigns, and Duncan Farms, LP, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this within Access Easement Agreement to be executed, by their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTOR: Beaufort County

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: John Weaver  
Its: Interim Administrator

State of South Carolina )  
  )  
County of Beaufort        )

Acknowledgement

I, \_\_\_\_\_, do hereby certify that John Weaver, Interim County Administrator, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public of South Carolina  
My commission expires:

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

GRANTEE: Duncan Farms, LP

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

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT         )

Acknowledgement

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared  
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public of South Carolina  
My commission expires:

**EXHIBIT A**  
**EASEMENT DESCRIPTION**

A Non-Exclusive, Perpetual Access Easement over and across a portion of property owned by Grantor being described as:

All that certain piece parcel or lot of land situate, lying and being near Lobeco in Beaufort County, South Carolina and being shown and drawn as a "30' Access Easement" on that certain drawing dated July 8, 2014 and revised on January 21, 2015 by Gary Blair Burgess with Andrews & Burgess, Inc., Engineering & Surveying and being attached hereto as Exhibit B. Said 30' Access Easement runs south from Washington Farm Road, a 33' Right of Way, along the eastern boundary line of the Grantor's property and then along the southwest boundary line of the Grantor's property as shown on the attached drawing. For a more complete description as to courses, metes, bounds and distances referenced may be had to the attached drawing.

A portion of: TMP: R700 028 000 0134 0000

This document was prepared by the Law Office of Howell, Gibson & Hughes, P.A., P.O. Box 40, Beaufort, South Carolina, 29901 without the benefit of a title examination or certifications.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

County-Graves Lease Agreement

#### Council Committee:

Public Facilities

#### Meeting Date:

April 1, 2019

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

Stefanie Nagid, Passive Parks Manager

#### Issues for Consideration:

A lease agreement and ordinance for 2.976 acres of the County-owned Okatie River Park.

#### Points to Consider:

1) A barn/house are located on the County-owned park property and are currently being occupied by a Graves family member. 2) No lease agreement is currently in effect. 3) The County has approved an MOU and Development Agreement with Robert Graves, which states that a family member may occupy the building until such time as construction for park improvements begin.

#### Funding & Liability Factors:

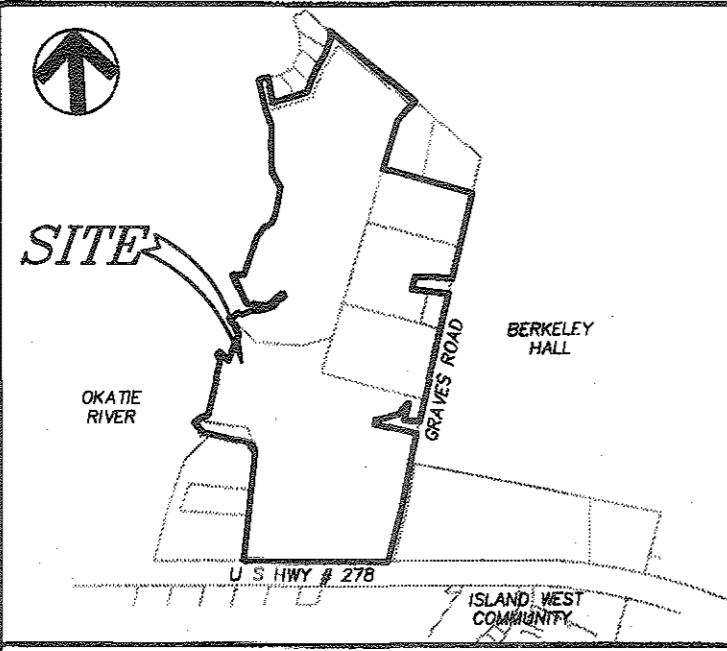
1) The leasee provides \$1 per year to the County and will maintain the identified property. 2) This funding will be deposited in the Passive Parks operating/maintenance account (#45020001).

#### Council Options:

1) Approve the lease agreement as written. 2) Approve the lease agreement with edits. 3) Do not approve the lease agreement.

#### Recommendation:

Approve the lease agreement as written.



VICINITY MAP - N.T.S.

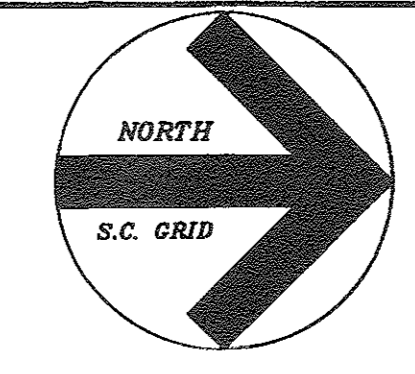
N/F  
VERNA G. CROSBY  
D.B. 3199 PAGE 873  
P.B. 133 PAGE 231  
R600 021 000 0007

LINE	BEARING	LENGTH
L1	N88°46'34"W	12.09
L2	N00°59'15"E	11.41
L3	N53°21'09"W	76.84
L4	N42°00'53"E	66.94
L5	N64°14'52"E	36.82
L6	N31°01'47"E	24.45
L7	N31°39'40"W	9.21
L8	N24°14'47"W	29.26
L9	N45°24'12"W	21.88
L10	N32°09'17"E	23.02
L11	S74°59'09"E	45.51
L12	S05°01'53"W	14.77
L13	S00°27'04"W	9.90
L14	S11°37'03"E	19.85
L15	S04°27'08"W	28.57
L16	S04°23'39"E	19.25
L17	S60°27'06"E	13.48
L18	S01°31'04"E	27.55
L19	S85°02'18"E	18.25
L20	S71°04'31"E	37.19
L21	S23°27'35"E	22.39
L22	S06°21'08"W	11.70
L23	S2°41'01"W	21.77
L24	S16°03'59"E	14.16
L25	S35°14'08"W	18.76
L26	S02°44'52"W	10.05
L27	S46°14'08"E	8.82
L28	S44°51'51"W	17.59
L29	S08°02'07"E	33.17
L30	S05°44'21"E	27.82
L31	S00°45'21"W	8.26
L32	S58°10'12"W	7.64
L33	S07°33'09"E	12.90
L34	S26°15'29"W	20.70
L35	S08°17'48"E	67.41
L36	S11°03'42"E	21.03
L37	S73°18'03"E	15.21
L38	S31°57'30"E	28.43
L39	S03°13'12"W	13.89
L40	N79°25'24"E	16.67
L41	S09°13'56"E	24.46
L42	S52°16'52"W	6.57

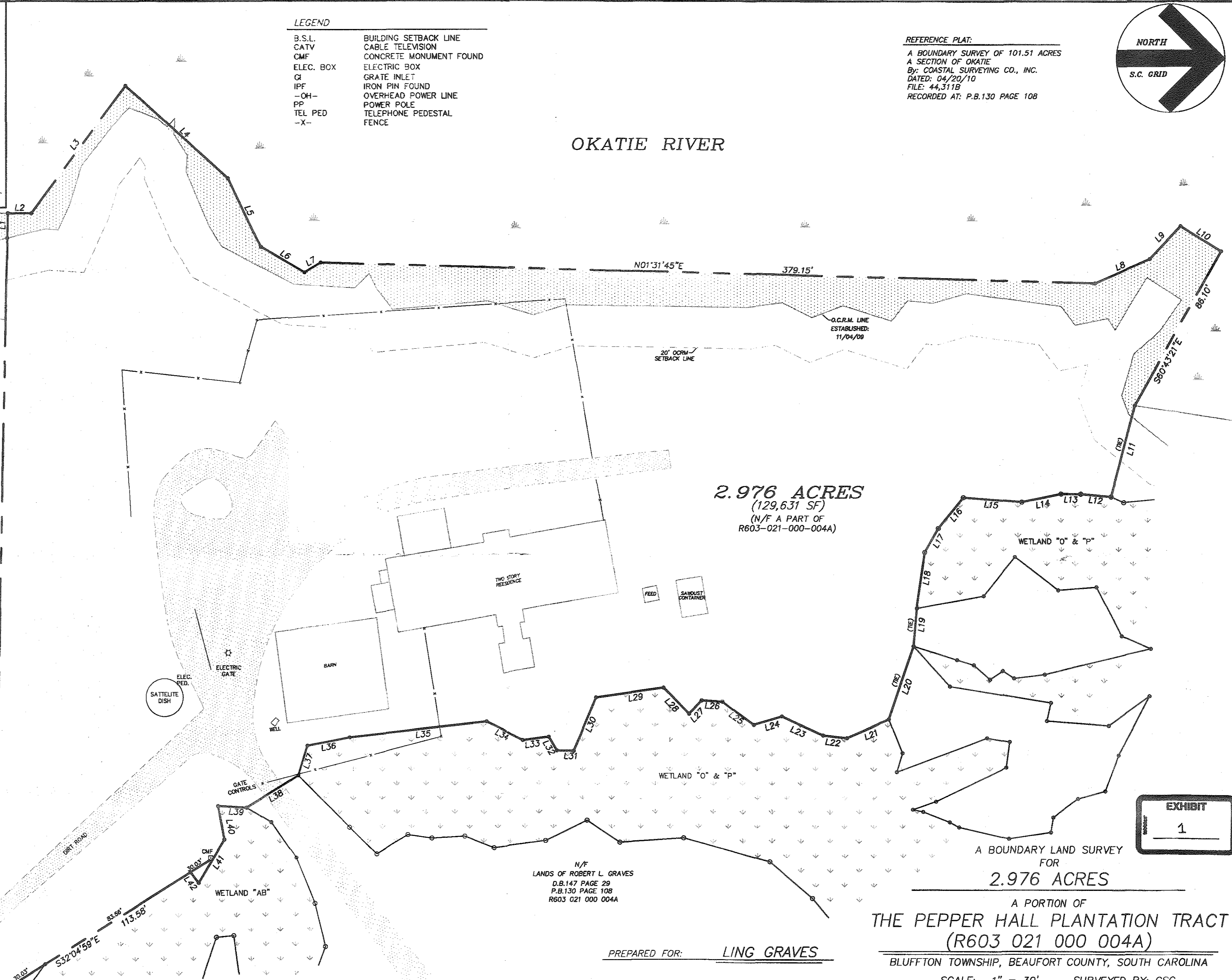
N/F  
VERNA G. CROSBY  
D.B. 3199 PAGE 873  
P.B. 133 PAGE 231  
R600 021 000 0007

- LEGEND**
- B.S.L. BUILDING SETBACK LINE
  - CATV CABLE TELEVISION
  - CMF CONCRETE MONUMENT FOUND
  - ELEC. BOX ELECTRIC BOX
  - GI GRATE INLET
  - IPF IRON PIN FOUND
  - OH- OVERHEAD POWER LINE
  - PP POWER POLE
  - TEL PED TELEPHONE PEDESTAL
  - X- FENCE

**REFERENCE PLAT:**  
A BOUNDARY SURVEY OF 101.51 ACRES  
A SECTION OF OKATIE  
BY: COASTAL SURVEYING CO., INC.  
DATED: 04/20/10  
FILE: 44,311B  
RECORDED AT: P.B.130 PAGE 108



OKATIE RIVER



**2.976 ACRES**  
(129,631 SF)  
(N/F A PART OF  
R603-021-000-004A)

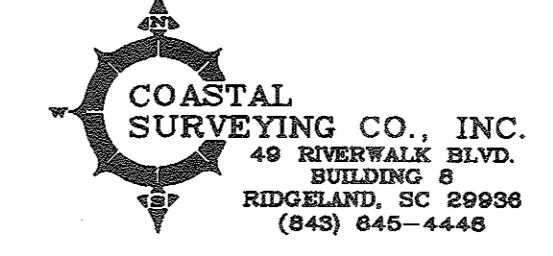
A BOUNDARY LAND SURVEY  
FOR  
**2.976 ACRES**

A PORTION OF  
**THE PEPPER HALL PLANTATION TRACT**  
(R603 021 000 004A)

BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 30'  
DATE: 09/19/13  
JOB No.: 50,489B

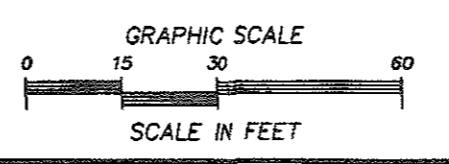
SURVEYED BY: CSC  
DRAWN BY: MRD  
CHECKED BY: TWW



PREPARED FOR: **LING GRAVES**

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

MICHAEL R. DUNIGAN  
S.C.R.L.S. NO. 11905



- NOTES:**
1. THIS LOT LIES IN ZONE "A-B", B.F.E.=14.0 PER F.I.R.M. PANEL 0055-D, COMMUNITY NO. 450025, REVISED: 9/29/86.
  2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR; NO INVESTIGATIONS FOR EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS HAVE BEEN MADE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  3. ALL BUILDING SETBACK REQUIREMENTS SHOULD BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO DESIGN AND CONSTRUCTION.
  4. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.



**ORDINANCE 2019 / \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS TO LEASE A PORTION OF THE OKATIE RIVER PARK PROPERTY COMMONLY KNOWN AS THE BARN SITE.**

**WHEREAS**, Beaufort County is the owner of Parcel Number R603 021 000 004A 0000 and also known as the Okatie River Park; and

**WHEREAS**, a portion of the above referenced parcel includes a 2.976 acre portion with a barn commonly referred to as the Barn Site; and

**WHEREAS**, Beaufort County, by and through that certain purchase agreement dated the 8th day of January, 2014, purchased a portion of a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R603 021 000 004A 0000 from Robert L. Graves, Sr., and;

**WHEREAS**, Beaufort County and Robert L. Graves, Sr. entered into a Development Agreement approved by County Council on December 10, 2018, and;

**WHEREAS**, as part of the consideration of the above referenced Development Agreement, the parties agreed that a portion of the purchased parcel of land would be leased back to Robert L. Graves, Sr. until the County commences construction of the Okatie River Park, and;

**WHEREAS**, in consideration of leasing the Barn Site back to Robert L. Graves, Sr., he has agreed to continue to maintain the Okatie River Park site by providing regular mowing; and

**WHEREAS**, County Council finds that it is in the best interests of Beaufort County citizens, residents and visitors to lease the Barn to Robert L. Graves, Sr. until such time as improvements to the Okatie River Park begin.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all documents necessary to lease a 2.976 acre portion of the Okatie River Park, Parcel Number 603 021 000 004A 0000, the portion known as the Barn Site.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

COUNTY OF BEAUFORT )  
 )  
STATE OF SOUTH CAROLINA )

**LEASE AGREEMENT**

**WHEREAS**, Beaufort County, by and through that certain purchase agreement dated the 8th day of January, 2014, purchased a portion of a parcel of land known in the Office of the Assessor for Beaufort County, South Carolina as R603 021 000 004A 0000 from Robert L. Graves, Sr., and;

**WHEREAS**, Beaufort County and Robert L. Graves, Sr. entered into a Development Agreement approved by County Council on December 10, 2018, and;

**WHEREAS**, as part of the consideration of the above referenced Development Agreement, the parties agreed that a portion of the purchased parcel of land would be leased back to Robert L. Graves, Sr. until the County commences construction of the Okatie River Park, and;

**WHEREAS**, the parties hereto are desirous of memorializing the Lease Agreement and to agree to the terms as set forth below.

**NOW THEREFORE**, in consideration of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (hereinafter referred to as "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, between Beaufort County, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and Robert L. Graves, Sr., hereinafter referred to as "Tenant" and having a mailing address of P.O. Box 5818, Hilton Head Island, SC 29938.

Whereas Landlord leases to Tenant the following described premises:

**DESCRIPTION OF LEASED PREMISES**

Property Description attached hereto as "Exhibit A", which is a 2.976 acre portion (including a barn) of Parcel R603 021 000 004A 0000.

**TERM**

The term of this Lease shall commence on the \_\_ day of \_\_\_\_\_, 2019 and terminate upon ninety (90) days written notice from the Landlord to the Tenant upon Landlord's commencement of construction of the Okatie River Park.

## RENT

Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of One Dollar (\$1.00) per year, in exchange for considerations and obligations as outlined heretofore.

## HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES

Tenant shall be responsible for arranging for and paying all utility services required on the premises.

## COMPLIANCE WITH LAWS

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

## CONDITION OF THE LEASED PREMISES

Tenant is fully familiar with the physical condition of the Leased Premises, including but not limited to the residence, sheds, barns, and other out buildings located thereon. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

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

## USE OF PREMISES

The demised premises shall be used and occupied by Tenant exclusively as a private single family residence 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 private single family residence, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and presentation of the demised premises, during the term of this Agreement.

## TENANTS OBLIGATIONS

Except as may result from and/or being prevented by force majeure, such as storms, hurricanes, earthquakes, etc., Tenant agrees and shall maintain the Leased Premises during the term of this Lease and any extensions hereof 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 dwelling unit and that part of the premises that he/she uses reasonably safe and clean.
3. Dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner.
4. Keep all plumbing fixtures in the dwelling unit or used by other 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 her/himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises.
8. Dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord.
9. Comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-40-520.
10. Keep and maintain the land surrounding the premises owned by Beaufort County, specifically the lawn and landscaping between the house/barn, stormwater pond, and fence/gate, in the same condition that exists at the time of the signing of this Lease including, but not limited to mowing, debris removal, bush hogging, etc.

#### QUIET ENJOYMENT/ PERMITTED OCCUPANTS

Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and/or Tenant's employee such as a person or persons employed by the Tenant to, among other duties, maintain the Least Premises and/or other property of the Tenant. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

#### MAINTENANCE AND REPAIRS

Tenant will, at her/his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the

Leased Premises and all equipment and fixtures thereon or used therewith repaired, 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.

#### ALTERATIONS AND IMPROVEMENTS

Tenant shall have the option and the right, at her/his expense, to improve the decor and appearance of the exterior or interior of the single family residence located on the Leased Premises, but shall not construct any other structures on the Leased 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.

#### 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.

#### 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.

#### ASSIGNMENT AND SUBLETTING

Tenant may assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises. However,

in the event that the current occupant should vacate the premises, Tenant may not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof to the current occupant/caretaker of the premises without the express written consent of the Landlord, said consent not to be unreasonably withheld. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Lease.

#### RIGHT OF INSPECTION

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

#### INSURANCE

Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, or other appropriate policy to cover damage or loss of personal possessions as well as losses resulting from Tenant's negligence.

#### INDEMNIFICATION

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

#### HOLDOVER BY TENANT

Should Tenant remain in possession of the demised 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.

#### NOTICE OF INTENT TO VACATE

This paragraph applies only when this Lease is or has become a month-to-month Agreement. 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 Agreement.

## 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 and damages by the elements excepted.

## 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 Leased 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.

## 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.

## TERMINATION

Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in the Terms section above, upon thirty (30) days' notice from Landlord to Tenant upon the occurrence of any default event.

## BINDING EFFECT

This Lease is to be construed as a South Carolina lease; is to take effect on the aforementioned date; 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.

## 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, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.



NOTICES

All notices hereunder by Landlord to Tenant shall be given in hand 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 had delivered or if by mail when deposited with the U.S. Postal Service.

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

WITNESSES

LANDLORD

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
John Weaver, Beaufort County  
Interim County Administrator

TENANT

\_\_\_\_\_  
  
\_\_\_\_\_

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

*NOTICE: State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply and is in accordance with the Truth in Renting Act and the South Carolina Residential Landlord Tenant Act. 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.*



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

County-City Whitehall Lease Agreement

#### Council Committee:

Public Facilities

#### Meeting Date:

April 1, 2019

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

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

A lease agreement between the County and City of Beaufort for the use, maintenance, and management of Whitehall Park.

#### Points to Consider:

1) City of Beaufort approved the lease in September 2018. 2) The property was acquired by the County in December 2018. 3) The City will maintain the property.

#### Funding & Liability Factors:

None.

#### Council Options:

1) Approve the lease agreement as written, 2) Approve the lease agreement with edits, or 3) Do not approve the lease agreement.

#### Recommendation:

Approve the lease agreement as written.

LEASE AGREEMENT  
WHITEHALL PARK

This Lease Agreement is entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2019, by and between Beaufort County (“Lessor”) and the City of Beaufort, a South Carolina Municipal Corporation (“Lessee”);

WHEREAS, Lessor acquired the Whitehall property (“Property”) located in the City of Beaufort, and more fully described on Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book 3709 at Page 1708; and

WHEREAS, Lessor entered into a long-term Conservation Easement (“Easement”) on the Property with the Beaufort County Open Land Trust (BCOLT) on October 23, 2018; and

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

WHEREAS, restrictions and limitations imposed by the Property’s Easement require the Lessor to have a perpetual interest and control over the Property and that the Property be used for passive park and conservation purposes; and

WHEREAS, Lessor and Lessee agree on the definition of passive recreation as recreation requiring little or no physical exertion focusing on the enjoyment of one’s natural surroundings, and that the promotion and development of natural resource-based activities such as fishing, hiking, walking, bicycling, nature studies, etc., shall be the predominate measure for passive park utilization. Lessor and Lessee will mutually agree on the conceptual planning, design, location, and implementation of passive park recreational activities and opportunities on the Property. Lessee agrees to maintain the condition of the Property, and any assets and facilities (including custodial services) that are agreed to be placed in the park, in the condition that they are in at the time the park is open to the public. All other improvements will need to have a funding source provided, that may or may not come from the Lessee and will be based on the planned improvement plan as described in Section 4.

NOW THEREFORE, for and in consideration of the annual payment of One Dollar (\$1.00), the sufficiency of which consideration is hereby acknowledged and approved, LESSOR does hereby lease to LESSEE, the Property, more particularly described in Exhibit A attached hereto, under the terms and conditions set forth below:

1. TERM: The initial term of this lease shall be thirty (30) years commencing from the date of execution of this Lease Agreement. Thereafter, this Lease Agreement will automatically renew annually, unless terminated as described in Section 8 or by mutual agreement of the parties.
  
2. ASSIGNMENT OR SUB-LEASE: Lessee shall not assign or sublet the leased

premises without the prior written approval of Lessor. This will not prevent Lessee from renting some or all of the Property for special events as discussed in Section 5.

3. ACCESSIBILITY: The Property shall be available and open to the public upon completion of installation of infrastructure as mutually agreed to by the parties. Thereafter, the park hours of operation shall be from dawn to dusk Monday through Sunday. Exceptions may be approved by the Lessee. There will be no fees for access or for parking and parking shall be limited to park users only during park open hours.
4. IMPROVEMENTS: Lessor and Lessee shall participate in the development of a conceptual master plan. The process will include at least one public workshop hosted by the Lessor and the Lessee. Lessor and Lessee shall, thereafter, agree upon an improvement plan for the Property and the necessary funding of said plan. The improvement plan may be phased. The plan may be amended by mutual agreement of the parties. Lessee shall not build, erect or construct any permanent improvement upon the leased premises without the prior written approval of the Lessor. All improvements shall become the property of Lessor upon termination of lease.
5. USE: Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain (other than tree maintenance as set forth below) manage, and use the leased premises as a public passive park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-passive park purposes (i.e. special events) without providing advanced notice to the Lessor. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be for park maintenance, management, and operations purposes only (including costs incurred by hosting the event). Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the entire leased premises without the prior written approval of Lessor. It is clearly understood by the Lessee and the Lessor that events like weddings, birthday parties, and other normal events similar to the events held in the Henry Chambers Park, excluding major community festivals, will be handled by the Lessee without advising or obtaining approval from the Lessor and will be properly managed to protect the assets of the park.

Lessor agrees to provide consulting services of the staff arborist (Natural Resource Planner). These services are limited to tree inspection, recommendation of regularly planned tree maintenance/removal and recommendation on needed maintenance to preserve diseased trees or resolve safety issues. This does not include tree trimming and pruning services.

BCOLT agrees to provide tree maintenance services on the Property, as per the recommendations of the Beaufort County Natural Resource Planner and in accordance with generally recognized standards of the profession.

6. UTILITIES: The cost of all utilities, equipment, maintenance for grounds and facilities, assessments and fees shall be the sole responsibility of the Lessee, unless otherwise agreed to by Lessor by an amended lease.
7. INSURANCE: The Lessee shall carry and pay the premium for premises liability insurance in the same amount, and of the same nature and type as if it carries and pays for on all other public parks and recreational facilities which it leases or has an ownership interest in.
8. DEFAULT: Failure of Lessee to maintain and use the Property as a public passive park shall constitute default of this Agreement. Upon default has occurred, Lessor shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the City Manager. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Lessor the right to terminate this Agreement, and the Property shall revert to the Lessor.

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

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SIGNED AND SEALED IN THE  
PRESENCE OF:

BEAUFORT COUNTY

\_\_\_\_\_  
1<sup>ST</sup> Witness

BY: \_\_\_\_\_  
Name: John L. Weaver  
Title: Interim County Administrator

\_\_\_\_\_  
2<sup>nd</sup> Witness

THE CITY OF BEAUFORT

\_\_\_\_\_  
1<sup>st</sup> Witness

BY: \_\_\_\_\_  
Name: Bill Prokop  
Title: City Manager

\_\_\_\_\_  
2<sup>nd</sup> Witness

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                )        PROBATE

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

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2019

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                )        PROBATE

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

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2019

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

County/Friends of Whitehall Park MOU

#### Council Committee:

Public Facilities

#### Meeting Date:

April 1, 2019

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

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

A Memorandum of Understanding between the County and the Friends of Whitehall Park for volunteer services.

#### Points to Consider:

The Friends of Whitehall Park would like to provide various volunteer services for park maintenance and activities. The Passive Parks Manager and the Friends President have mutually agreed to the services as outlined in the MOU.

#### Funding & Liability Factors:

None

#### Council Options:

1) Approve the MOU, 2) Do not approve the MOU

#### Recommendation:

Approve the MOU as written and authorize the County Administrator to execute.

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

This Memorandum of Understanding (hereinafter "Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_, 2019 by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter "County") and the Friends of Whitehall Park, a nonprofit corporation (hereinafter "Friends").

**WHEREAS**, a purpose of the Rural and Critical Land Preservation program is to provide for the purchase of fee simple interests in lands deemed critical to provide for the protection of natural resources, historic and cultural significance, regional or local passive recreation potential, view-scapes or lands suitable for public use; and

**WHEREAS**, the County purchased the 9.72 acres that comprises what is known today as Whitehall Park (hereinafter "Park") as described in Exhibit A and recorded in Deed Book 3709 Page 1708 on October 23, 2018, in part with funding from the Rural and Critical Lands Preservation Program; and

**WHEREAS**, the County acquired ownership of the Whitehall causeway by condemnation in 1925 from the South Carolina Department of Transportation, and retained ownership of such as recorded in Deed Book 1434 Page 2177 on June 20, 2001, and desires to include the causeway in the Park parcel and boundary identification; and

**WHEREAS**, the Park is subject to the County's Passive Parks Ordinance 2018/53 and a Conservation Easement recorded in Deed Book 3709 Page 1718 on October 23, 2018; and

**WHEREAS**, the County desires to provide a place to the public for passive outdoor recreation and education to visit and enjoy, and to preserve and enhance the open space and natural scenic value of the Park; and

**WHEREAS**, the Friends is a South Carolina nonprofit corporation operating under the auspices of Community Foundation of the Lowcountry, a §501(c)(3) tax-exempt organization operating under IRC §509(a)(1) and §170(b)(1)(A)(vi); and

**WHEREAS**, all individuals of Friends providing services hereunder, and all of its officers are not compensated and are volunteers as defined in the Volunteer Protection Act, 42 USC 139 §§14501–14505; and

**WHEREAS**, the Friends mission is to sustain a collaborative effort between Beaufort County, South Carolina residents and visitors which provides support for the preservation of natural resources and maintenance of the Park for community enjoyment and use for generations to come; and



**WHEREAS**, the Friends, by extending its services to the County, is willing, when appropriate, to assist in enhancing and maintaining the Park for citizens and visitors; and

**WHEREAS**, the Friends shall function as volunteers to support the County as owner of the Park; and

**WHEREAS**, the County and Friends recognize the public benefit of the successful implementation of this agreement.

**NOW, THEREFORE**, the parties agree to the following:

### **1. DEFINITIONS**

As used throughout this Agreement, the following items shall have meaning set forth below:

“County” shall mean the Beaufort County Council and all Departments that fall within the structure of the Beaufort County Council and the Beaufort County Administration.

“Friends” shall mean the Friends of Whitehall Park performing services under this Agreement and shall include all board members, officers, and volunteers thereof.

“Park” shall mean the Whitehall Park as described in Exhibit A including the land, causeway, buildings, structures, and amenities that fall within the Park boundaries.

### **2. TERM**

The initial term of this Agreement shall cover a period of twelve (12) months commencing on the date entered, unless terminated sooner pursuant to the provisions of the Agreement. The term of this Agreement may be extended for four (4) additional one-year periods upon the written request of the Friends and written approval of the County. At the conclusion of the final term of the MOU, the MOU may be renegotiated upon agreement of the parties.

### **3. AUTHORIZATION**

The County hereby authorizes the Friends to access and utilize the Park, including the Causeway, and to provide services to the citizens and visiting public at the Park according to the annual Operating Plan, subject to the terms and conditions stated in this Agreement. The Friends may use the Park, with prior County approval, to provide mutually agreed-upon interpretive activities, community activities, and public services and assistance.

Whitehall Park is a passive park. County makes no representation as to the condition of the park. Members of Friends assume all risks associated with use of the park including risk of physical injury or harm due to the condition of the park.

### **4. MUTUAL SUPPORT**

The Friends may use any monies and gifts raised to further support the purposes of the Park, or mutually agreed-upon charitable causes. The County agree to use gifts or monies derived from special events held at the Park to support improvements, maintenance, and operations of the Park.

## **5. COMPENSATION**

This Agreement does not obligate the County to expend funds. Any endeavor involving reimbursement or contribution of funds between the parties relating to this Agreement will be handled in accordance with respective County laws, regulations and procedures. The Friends will provide non-compensated volunteers to the County.

## **6. MAINTENANCE, UPKEEP AND APPEARANCE**

**The following guidelines shall apply:**

- a. The County shall be responsible for security and enforcement of rules and regulations of the Park.
- b. The County shall be responsible for all exterior and interior maintenance and repair of buildings and/or structures, grounds maintenance, janitorial services, and trash removal, excluding any responsibilities designated in other County agreements with other parties.
- c. The County shall provide and pay for all utility services necessary for the operation of the Park, excluding any responsibilities designated in other County agreements with other parties.
- d. The Friends shall support improvements and maintenance of the park through volunteer efforts including, but not limited to:
  - Litter pick up;
  - Raking, weeding, and plantings, as appropriate;
  - Fund raising and recognition activities;
  - Assistance to the County for activities that benefit the park;
  - Management of other volunteer activities; and
  - Coordination with the County for other group activities where the County has requested assistance.
- e. The Friends shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Park including the Beaufort County Passive Park Ordinance and the Conservation Easement.
- f. The Friends shall notify the County if they become aware of the presence of any structural or utility problems and/or if vandalism is known to have occurred at the Park.

## **7. FISCAL OPERATION**

The Friends shall conduct its fiscal operations in accordance with accepted business practices in compliance with Internal Revenue Code and state mandates for non-profit organizations and as provided for by the Community Foundation of the Lowcountry.

## **8. OPERATING PLAN**

The Friends shall annually, by December 1, submit to the County an Operating Plan, which shall be mutually agreed upon in structure and content, for the subsequent calendar year. The rights of the Friends under this Agreement are conditioned upon the existence and approval of an annual Operating Plan. The Operating Plan shall include proposed services, activities, events, and/or programs the Friends plan to conduct at the Park.

## **9. COMMUNICATIONS**

The Friends will maintain regular ongoing communications regarding plans for and activities at the Park with the County. Quarterly meetings may be scheduled between the parties, either in-person or via conference call.

## **10. ANNUAL REPORT**

The Friends shall annually, by March 1, submit to the County an Annual Report for the previous year's operation at the Park.

## **11. APPEALS OF PASSIVE PARKS MANAGER**

Any decision of the County's Passive Parks Manager authorized under this Agreement that affects Friends may be directly appealed to the County Administrator. An authorized representative of Friends may submit a written request to the Community Development Director and the County Administrator to appeal a decision of the Passive Parks Manager.

## **12. ACCESS TO PREMISES**

The Friends shall have access to the premises to carry out its responsibilities as approved by the County in the Operating Plan during regular park hours, or after hours as prior approved by the County. This Agreement does not infringe on the access rights of the County or any of its officers, employees, or agents to any and all portions of the premises at any time or for any reason in carrying out their responsibilities for the ownership and operation of the Park.

## **13. MUTUAL ACKNOWLEDGEMENT**

The Friends shall acknowledge the County in any public outreach materials related to activities undertaken pursuant to this Agreement as appropriate. Any advertising or display materials shall clearly identify the Park or facility as a Beaufort County Passive Park of the Rural & Critical Lands Preservation Program. The County shall acknowledge the Friends in appropriate publications and announcements, in accordance with County policies and state and federal law.

#### **14. LIABILITY INSURANCE**

During the term of this Agreement, the Friends shall maintain at all times no less than \$1,000,000 in general liability insurance coverage (each occurrence) and no less than \$2,000,000 general liability insurance in the aggregate. *The County shall be named as an additional insured on the Friends insurance policy.*

#### **15. AMENDMENTS**

This Agreement may not be altered, amended, or waived except by written instrument executed by both parties.

#### **16. ASSIGNMENT**

No transfer or assignment of this Agreement in whole or in part shall be made unless approved in writing by the County.

#### **17. COMPLIANCE WITH LAWS**

In the performance of this Agreement, the Friends shall comply with all applicable federal, state and local laws, including the Internal Revenue Code, as now in effect or hereafter enacted or amended. Nothing herein shall be interpreted as a waiver by either party of any provision of state or federal law.

#### **18. DISCLAIMER OF RELATIONSHIP**

Nothing contained in this Agreement nor any act of the County or the Friends shall be deemed or construed by the parties, nor by any third person, to create any other legal relationship between the parties, including, but not limited to, that of employer/employee, third-party beneficiary, principal, agent, limited or general partnership, joint venture, landlord/tenant, or other relationship.

#### **19. INTELLECTUAL PROPERTY**

The Friends retain all intellectual property rights to any material they develop, unless County funds are used in the development of said material.

#### **20. TERMINATION**

This Agreement may be terminated by either the County or the Friends with ninety (90) days written notice for any reason. This Agreement may be terminated by the County or the Friends with thirty (30) days written notice for breach of terms. This Agreement will automatically terminate if the Community Foundation of the Lowcountry and/or the Friends loses its tax-exempt §501(c)(3) status.

**21. NOTICES**

Written notices shall be sent to the parties at the following addresses:

Beaufort County Council  
County Administrator  
100 Ribaut Road  
Beaufort, SC 29901

Friends of Whitehall Park  
Chair, Board of Directors  
10 Sams Point Way, Suite B1 #104  
Beaufort, SC 29907

**22. AUTHORITY**

The parties herein represent and warrant each to the other that they have all the requisite power and authority to enter into this Agreement and perform their obligations under this Agreement.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

BEAUFORT COUNTY

By: \_\_\_\_\_  
Name: John Weaver  
Title: Interim County Administrator  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

FRIENDS OF WHITEHALL PARK, INC.

By: \_\_\_\_\_  
Name: Paul Butare  
Title: Chairman, Board of Directors  
  
Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Name: Thomas J. Keaveny II  
Title: County Attorney

Exhibit A  
Legal Description of Property

All that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina and being shown and designated as "Parcel A", containing 9.68 acres, more or less, on that certain plat prepared by David E. Gasque, RLS dated September 27, 2018, last revised October 18, 2018 and recorded in Plat Book 150 at Page 64, in the Register of Deeds Office for Beaufort County, South Carolina. For a more complete description of said property, reference may be had to an individual plat prepared by David E. Gasque, RLS, dated October 17, 2018, and recorded in Plat Book 150 at Page 67, in the Register of Deeds Office for Beaufort County, South Carolina.

This property is subject to any and all applicable restrictions, covenants, easements, rights of way as found in the Office of the Register of Deeds for Beaufort County, South Carolina.

This being a portion of the same property conveyed to the within Grantor by deeds from First Chatham Bank, recorded October 3, 2018 in Book 3705 at Page 201 and 206, in the Office of the Register of Deeds for Beaufort County, South Carolina.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

IGA - SC 170 Casing BJWSA

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

April 1, 2019

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

Rob McFee, PE, Division Director for Construction, Engineering & Facilities

#### Issues for Consideration:

Develop and Construct Water and Sewer System Improvements.  
County previously committed to the installation of two (2) 16" wet utility casings beneath SC 170 during the pre-construction activities of the widening of SC 170.

#### Points to Consider:

Beaufort Jasper Water Sewer Authority (BJWSA), will work with Developer's Engineer to develop subject to funding, the necessary water and sewer system improvements described in the most effective manner. BJWSA agrees to establish a capital project, to design, permit and construct.

#### Funding & Liability Factors:

Monies from the remaining 2006 1 Cent Sales Tax Program with a balance of \$2,272,000

#### Council Options:

Approve or deny agreement.

#### Recommendation:

If approved needs to move forward for County Council Approval on April 8, 2019

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

This Intergovernmental Agreement (“Agreement”) was entered into on \_\_\_\_\_ 2019 between the Beaufort Jasper Water and Sewer Authority, (hereinafter referred to as “BJWSA”) and Beaufort County, South Carolina (hereinafter referred to as “the County”) and together with BJWSA, (“Parties”, each a “Party”) to develop and construct water and sewer system improvements.

**WHEREAS**, BJWSA and the County realize that the improvement and expansion of the water and sewer facilities in the area created by the intersection of Bluffton Parkway and SC 170 represents a significant public benefit; and

**WHEREAS**, the County made commitments with a certain developer (Developer) to pay for the installation of two 16” wet utility casings beneath SC 170 during the pre-construction activities associated with the widening of SC 170; and

**WHEREAS**, BJWSA and the County agree that BJWSA has the expertise to develop, award and manage this project to ensure all aspects of the completed system are in compliance with all relevant specifications and provisions so as to provide for the maximum public benefit; and

**WHEREAS**, BJWSA will work with the Developer’s Engineer to develop and construct, subject to County’s funding from the remaining 2006 1 Cent Sales Tax Program, the necessary water and sewer system improvements described in the most cost effective manner possible;

**NOW, THEREFORE**, for and in consideration of mutual promises, undertakings, and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by BJWSA and the County, the Parties hereto agree to this arrangement.

1. **BJWSA Project Management Contribution.** BJWSA agrees to establish a capital project, funded by the County, to design, permit and construct the project as described above.
2. **BJWSA Commitment.** Prior to construction, and in accordance with the Recitals above, BJWSA agrees to provide County with an estimate of all costs associated with the proposed design and installation of the aforementioned two 16” wet utility casings beneath SC 170, including but not limited to, engineering, permitting, surveying, easement procurement, as well as construction materials, labor and equipment. BJWSA agrees to provide the County estimates of any and all related but unforeseen change orders for funding approval prior to BJWSA’s authorization to proceed with the associated work.



3. **County Financial Contribution.** The County agrees to fund the costs set forth in Paragraph 2, above, upon completion of the project from the remaining 2006 1 Cent Sales Tax Program estimated a not to exceed limit of \$200,000. Subject to County Procurement Code and/or Council Approval depending on total job costs.
4. **Term.** This agreement shall remain in force until the completion of the work herein described with an expected time frame not to exceed 365 days from initiation.

**IN WITNESS WHEREOF**, the Parties hereto have affixed their signatures hereto the date first written hereinabove.

Dated this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2019

**BEAUFORT COUNTY**

**BEAUFORT JASPER WATER AND  
SEWER AUTHORITY (BJWSA)**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

Address:  
P.O. Drawer 1228  
Beaufort, SC 29901-1228

Address:  
6 Snake Road  
Okatie, SC 29909



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Beaufort County Transportation Committee - Board Appointments

**Council Committee:**

Public Facilities Committee

**Meeting Date:**

April 1, 2019

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

N/A

**Issues for Consideration:**

(3) vacancies.

**Points to Consider:**

Vacancies in:  
Council District #5  
Council District #10  
Council District #11

**Funding & Liability Factors:**

N/A

**Council Options:**

N/A

**Recommendation:**

Fill the vacancy.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Keep Beaufort County Beautiful Board - Board Appointments

#### Council Committee:

Public Facilities

#### Meeting Date:

April 1, 2019

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

N/A

#### Issues for Consideration:

(3) vacancies

#### Points to Consider:

Vacancies in:  
Council District 7  
Council District 8  
Council District 9

#### Funding & Liability Factors:

N/A

#### Council Options:

N/A

#### Recommendation:

Fill the vacancies.