STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

NORTH WILLIMAN AND BUZZARD ISLANDS
MANAGEMENT AGREEMENT

Agreement No. 2019-21

This Management Agreement (hereinafter “Agreement”) is made this 13th day of May, 2019 by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter the “County”), and the South Carolina Department of Natural Resources, an agency of the State of South Carolina (hereinafter the “Department”).

WHEREAS, the County (25%) and the Department (75%) jointly own 5,000 acres of real property in Beaufort County generally known as North Williman Island pursuant to deeds recorded in the office of the Beaufort County Register of Deeds in Deed Book 1582 at Page 1465 on April 17, 2002 and Book 2097 at Page 1260 on February 10, 2005; and

WHEREAS, the County (25%) and the Department (75%) jointly own 120 acres of real property in Beaufort County generally known as Buzzard Island pursuant to deeds recorded in the office of the Beaufort County Register of Deeds in Deed Book 1601 at Page 2118 on July 3, 2002 and Book 2097 at Page 1252 on February 10, 2005; and

WHEREAS, the County contributed $1,000,000 towards the purchase of North Williman Island and $150,000 towards the purchase of Buzzard Island from the Rural and Critical Land Preservation program; and

WHEREAS, the purpose of the County’s Rural and Critical Land Preservation program is to preserve and manage its passive parks properties for the benefit, education, and enjoyment of the citizens and visitors of Beaufort County; and

WHEREAS, the County desires to provide passive recreational opportunities, including limited hunting, and land management activities consistent with the Department’s ownership and management needs; and

WHEREAS, the Department utilized federal grant funds in acquisition of both islands and holds them subject to certain restrictions commemorated in the Department’s deeds; and

WHEREAS, the County adopted an ordinance related to passive parks (Ordinance 2018/53 - December 10, 2018) and developed a Work Plan (2018) for Passive Park Public Use; and

WHEREAS, the parties desire to clarify the relationship of the Ordinance, Work Plan, this Agreement, and the laws of South Carolina; and
WHEREAS, as co-owners of the subject property and pursuant to S.C. Code Ann. 11-35-4850 & 4860 the Department and the County deem it beneficial to enter into this Agreement for the management of the property.

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

1. AUTHORIZATION

As allowed in County Ordinance 2018/53 and the Work Plan, the County agrees that the foregoing instruments are amended pursuant to or otherwise will be implemented consistent with the terms of this Agreement and South Carolina law, including S.C. Code Ann. 50-11-2200 (1976 & Supp. 2018) and Regulations 123-200 et seq.

The parties agree the Department may provide public hunting opportunities and undertake land management activities on North Williman Island and Buzzard Island, consistent with the Department’s laws, rules, regulations, policies and guidelines.

Furthermore, the parties will endeavor to keep each other informed of any changes in law adopted or proposed which may affect the subject property.

2. MANAGEMENT AND MAINTENANCE ACTIVITIES

The parties agree that management and maintenance activities include a) routine land management activities such as prescribed burning and invasive exotic plant and animal control and b) observational ecological research and monitoring activities. The Department will have primary responsibility for conducting or coordinating management and maintenance activities unless otherwise agreed on an activity-by-activity basis. Timber harvesting will not be conducted as a regular management activity. The parties will coordinate on the content, location, and installation of official signs of the parties. Any activity other than those authorized will require prior written consent between both parties.

3. IMPROVEMENTS AND ALTERATIONS

Improvements include any and all major capital and/or construction activities that may occur on the subject properties. Improvements and alterations such as trail development, boardwalks, boat/kayak access, docks, piers, observation platforms/towers, or any other structure will not be constructed without prior written consent and an implementation agreement between both parties. Any improvements or alterations must be consistent with the applicable laws, rules, regulations, policies, and guidelines of both parties.

4. WILDLIFE MANAGEMENT AREA STATUS

Until such time as the Department may designate North Williman Island and/or Buzzard Island as a Wildlife Management Area, there shall be no hunting, fishing, or taking of
wildlife upon the property. However, the Department may designate North Williman Island and/or Buzzard Island as Wildlife Management Area(s) which would be managed pursuant to relevant state law.

5. PUBLIC ACCESS

Unless closed by special designation of SCDNR or the County, as allowed by law, all of North Williman Island and Buzzard Island may be accessed by the public during daylight (dawn to dusk) hours. No fees shall be charged for public use of the property with the exception of a Wildlife Management Area fee, if applicable.

6. RESOURCE CONSERVATION

The natural, archeological, cultural, and similar resources of North Williman Island and Buzzard Island may not be disturbed, altered, or removed without the prior written consent of both parties.

7. COMMERCIAL OR SPECIAL USE

No commercial or special use of the property shall occur without the prior written consent of both parties.

8. TERM

The initial term of the Agreement shall be for a period of 20 years, beginning on the date of last signature by either party. The term of the Agreement may be extended for two successive periods of 10 years each, provided that such extensions are requested in writing by the County at least 30 days before the expiration of the term and affirmatively acknowledged in writing by the Department. If any term is not extended, the Agreement shall terminate upon the expiration of the term without the necessity of notice by either party. Furthermore, the Agreement may be terminated by either party and such termination will be effective 30 days following receipt of written notice by the non-terminating party.

9. COMPENSATION

This Agreement does not obligate County or Department funds. Any endeavor involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures.

10. ASSIGNMENT

No transfer or assignment of this Agreement in whole or in part shall be made unless approved in writing by each party.
11. INSURANCE

The County and the Department will each maintain full liability coverage with the South Carolina Insurance Reserve Fund and such insurance coverage shall be maintained and effective for the duration of the Agreement and as may be necessary to provide coverage for any period of risk under this Agreement.

12. NOTICES

Any and all notices permitted or required by this Agreement shall be served upon the respective parties by means of certified mail, return receipt at the addresses shown below:

South Carolina
Department of Natural Resources
Office of Chief Counsel
P.O. Box 167
Columbia, SC 29202

Beaufort County Administrator
Beaufort County
P.O. Drawer 1228
Beaufort, SC 29901-1228

13. 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.

14. ENTIRE AGREEMENT

This written Agreement expresses the entire Agreement between the parties. All prior communications between the parties, whether written or oral, are merged into this Agreement. No amendment shall be binding upon the parties unless made in writing subsequent to the execution of this Agreement. In the event that any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect.
WITNESSES:

Cheryl Harris

Princess S. Hudson

BEAUFORT COUNTY

By: Ashley Jacobs
Name: Ashley Jacobs
Title: County Administrator
Date: 5/14/19

SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES

By: Robert H. Boyles, Jr.
Name: Alvin A. Taylor
Title: Director
Date: 6/3/2019