



Town of Hilton Head Island

TOWN COUNCIL MEETING

Tuesday, April 20, 2021, 4:00 p.m.

AGENDA

In accordance with the Town of Hilton Head Island Municipal Code § 2-5-15, this meeting is being conducted virtually and can be viewed on the [Town of Hilton Head Island Public Meetings Facebook Page](#) or the [Beaufort County Channel](#) as well as Hargray channels 9 and 113.

- 1. Call to Order**
- 2. FOIA Compliance:** Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.
- 3. Pledge to the Flag**
- 4. Invocation – Pastor Ben Fowlkes, Hilton Head Island Community Church**
- 5. Approval of the Agenda**
- 6. Approval of the Minutes**
 - a. Workshop – March 24, 2021
 - b. Regular Meeting – April 6, 2021
- 7. Report of the Town Manager**
 - a. Gullah-Geechee Land & Cultural Preservation Task Force – Lavon Stevens, Chairman
 - b. Items of Interest
- 8. Reports from the Members of Council**
 - a. General Reports from Council
 - b. Report of the Community Services & Public Safety Committee – Councilman Harkins
 - c. Report of the Public Planning Committee – Councilman Ames
 - d. Report of the Finance & Administrative Committee – Councilman Lennox
- 9. Proclamations/Commendations - NONE**
- 10. Appearance by Citizens**

*Citizens who wish to address Town Council during the meeting by phone must contact the Town Clerk at 843.341.4701 no later than **12:00 p.m. the day of the meeting**. Citizens speaking during the meeting will limit their comments to no longer than three (3) minutes and will conduct themselves in a manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, threatening, or obscene language.*

11. Unfinished Business

a. Second Reading of Proposed Ordinance 2021-09 Permanent Drainage Easement at the Former Hilton Head Christian Academy Site

Second Reading of Proposed Ordinance 2021-09 authorizing the granting of a permanent easement on, over, and across Town-owned real property, to AB PR QOZB II Property, LLC, under the authority of S.C. Code Ann. § 5-7-40 (Supp. 2020), and § 2-7-20, the Municipal Code of the Town of Hilton Head Island (1983), and providing for severability and an effective date.

12. New Business

a. First Reading of Proposed Ordinance 2021-11 – Volunteers in Medicine Parking

First Reading of Proposed Ordinance 2021-11 authorizing the execution of a lease with Volunteers in Medicine, related to real property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina (1983); and, providing for severability and an effective date.

b. First Reading of Proposed Ordinance 2021-12 – Northridge Conservation Easement Modification

First Reading of Proposed Ordinance 2021-12 authorizing the modification of a conservation easement to the benefit of Hilton Head Island Land Trust, related to real property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina (1983); and, providing for severability and an effective date.

c. Consideration of a Resolution – Workforce Housing Covenants and Agreements

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, approving Declaration of Covenants, Restrictions and Limitations Running with Certain Lands (“Covenants”) and Workforce Housing and Rental Workforce Housing Agreements and authorizing the Mayor and Town Manager to execute said documents for each project participating in the Workforce Housing Program.

13. Executive Session - NONE

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

15. Adjournment

Public comments concerning agenda items can be submitted electronically via the [Town's Virtual Town Hall Portal](#). The portal will close at **2:00 p.m.** the day of the scheduled meeting. All comments submitted to the portal will be provided to Town Council for review and made part of the official record.



Town of Hilton Head Island
TOWN COUNCIL WORKSHOP
Wednesday, March 24, 2021 at 10:00 a.m.
MEETING MINUTES

Present from Town Council: John J. McCann, *Mayor*; Bill Harkins, *Mayor Pro-Tempore*; David Ames, Tamara Becker, Alex Brown, Tom Lennox, Glenn Stanford, *Council Members*

Present from Town Staff: Marc Orlando, *Town Manager*; Josh Gruber, *Deputy Town Manager*; Shawn Colin, *Interim Deputy Town Manager*; Angie Stone, *Interim Deputy Town Manager*; Jennifer Ray, *Interim Director of Community Development*; Jeff Buckalew, *Interim Director of Public Projects & Facilities/Chief Engineer*; Darrin Shoemaker, *Traffic Engineer*; Krista Wiedmeyer, *Town Clerk*

1. Call to Order

Mayor McCann called the meeting to order at 10:00 a.m. By way of roll call, attendance of all members of Town Council was affirmed.

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

3. U.S. 278 Gateway Corridor Project Status Update

Mr. Orlando made a few comments, stating that he and the Mayor met with the Hilton Head members of the 278 Oversight Committee. He said they spoke about the project schedule and a letter that the Committee sent to HDR with some of their concerns and requests. Mr. Orlando said that Shawn Colin will take the lead on the project, coordinating staff and outside agencies.

Mr. Colin led off the discussion by first summarizing the workshop from March 10, 2021, covering each of the topics discussed at that meeting. He reviewed the strategic direction and action items that came out of the March 10th meeting. Mr. Colin then discussed the key points from the feedback Council provided in advance of this workshop.

Mr. Colin talked about the Land Planning team. He said that the Town had contracted with MKSK who was tasked with developing a Corridor Plan including development scenarios, public spaces, and visualization. He also reviewed some upcoming meetings with MKSK, noting that the intent of staff is to also have MKSK meet with Town Council.

Mr. Colin reviewed the questions that the Hilton Head Island members of the 278 Oversight Committee had posed to HDR. He said that both the SCDOT and HDR had these questions and the answers would be incorporated into the final report from HDR.

Mr. Colin reviewed the SCDOT NEPA schedule and where they are currently. He talked about what the next steps are for the SCDOT, noting that they have moved the public hearing out to July 2021.

Mr. Orlando said that the Town has become very engaged with this project. Sending the concerns and feedback from Town Council to the SCDOT and HDR. He said he has had meaningful conversations with the SCDOT and feel there is a clear path forward to move the project along. Mr. Orlando assured Town Council that their feedback is important and that he and staff are listening. He thanked Mr. Colin for taking the lead on this project, and asked for Council Questions.

Discussion Continued:

All of the members of Town Council expressed their gratitude to Mr. Orlando and staff for bringing forward a thoughtful plan as the project moves forward.

Mr. Stanford asked if there was a drop-dead date when a decisions on the project must be giving, specifically asking about utilizing the funding that we awarded. Mr. Colin told Mr. Stanford that there has to be such a date, but that he did not know the answer to the question. He said that staff is working to better understand the SCDOT schedule, but are also working to set-up an internal schedule. Mr. Stanford asked if there would be a preliminary viewing or update on the preferred alternative. Mr. Colin said that when the SCDOT notices the public hearing, the materials would be released to the public to begin to review. Mr. Stanford asked if there has been discussion about grade separation at Old Wild Horse Road. Mr. Colin answered affirmatively, that HDR was currently reviewing and discussing.

Mr. Ames asked that Council have an opportunity to express the Island values to the consultants from MKSK. Mr. Colin said that such an opportunity is being planned. Mr. Ames expressed his concern for the Town to have a Land Master Plan, and if MKSK could assist with such a plan. He also said that the community has made a statement that we are planning an infrastructure to accommodate as many people as possible. He closed by stating that as Council, we have to connect our decisions to rezoning.

Mrs. Becker stated that one of the critical items is to identify what the true needs are and where they exist. She said there has to be an overall discussion that comes from Council, that we are stopping and considering the overall thoughts and capacity for the entire Island.

Mr. Harkins said the chain reaction of Council's decisions, could have multiple impacts throughout the Island. He said that this is our entry point to the community. When travelers come over the bridge, we want people to be excited!

Mayor McCann said that he was pleased with the leadership role Mr. Colin has taken in guiding this project. He said he would like to continue this conversation with Council as important milestones are reached.

Mr. Orlando closed out the discussion by stating that the project schedule will continued to be refined and will communicate that out as soon as possible. He said that this is a team effort moving forward, understanding what and what is not on the table is important.

4. Adjournment

By unanimous vote, the meeting adjourned at 11:40 a.m.

Approved: April 20, 2021

John J. McCann, Mayor

Krista M. Wiedmeyer, Town Clerk



Town of Hilton Head Island
TOWN COUNCIL
Tuesday, April 6, 2021 at 4:00 p.m.
MEETING MINUTES

Present from Town Council: John J. McCann, *Mayor*; Bill Harkins, *Mayor Pro-Tempore*; David Ames, Tamara Becker, Alex Brown, Tom Lennox, Glenn Stanford, *Council Members*

Present from Town Staff: Marc Orlando, *Town Manager*; Josh Gruber, *Deputy Town Manager*; Shawn Colin, *Interim Deputy Town Manager*; Angie Stone, *Interim Deputy Town Manager*; John Troyer, *Finance Director*; Jennifer Ray, *Interim Director of Community Development*; Teri Lewis, *Deputy Director of Community Development*; Jeff Buckalew, *Town Engineer*; Krista Wiedmeyer, *Exec. Assist/Town Clerk*

1. Call to Order

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

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

3. Pledge to the Flag

4. Invocation – Pastor Neil M. Yongue, Jr. – St. Andrew By-The-Sea

Pastor Yongue delivered the invocation.

5. Approval of Agenda

Mr. Harkins moved to approve the agenda. Mr. Stanford seconded. By way of roll call, the agenda was approved by a vote of 7-0.

6. Approval of Minutes

a. Workshop – March 10, 2021

b. Regular Meeting – March 16, 2021

Mr. Harkins moved to approve the minutes as noted on the agenda. Mr. Stanford seconded. By way of roll call, the minutes were approved by a vote of 7-0.

7. Report of the Town Manager

a. Items of Interest

Mr. Orlando reviewed and reported on a number of items of interest from the Town.

8. Reports from Members of Council

a. General Reports from Council

Mr. Ames reported that everyone has seen or experienced near misses on the bike pathways. He said the Town needs to take a more proactive approach with all of the different programs and address this matter. Mr. Ames also asked the Town take a look at the use of golf carts on Pope Ave., potentially adding additional striping to accommodate the golf carts and keep all parties safe.

8. Reports from Members of Council (cont.)

b. Report of the Community Services & Public Safety Committee – Bill Harkins

Mr. Harkins was not available for the March 22, 2021 Committee so Mr. Lennox stood in for him. Mr. Lennox reported that the Committee discussed two items, the first being the Sandalwood Food Pantry. He said the Committee made a recommendation to authorize the Town Manager to execute a lease of the former Children's Center site to the Sandalwood Community Food Pantry to build a permanent facility. Mr. Lennox said the second item was the HUD/CDBG Annual Action Plan, where the Committee made a recommendation to select Patterson Park as the CDBG project for inclusion in the Town's 2021 Annual Action Plan.

c. Report of the Public Planning Committee – David Ames

Mr. Ames reported that the Committee reviewed the proposed Declaration of Covenants, Restrictions, and Limitation Running with Certain Lands, Workforce Housing Agreement, and the Rental Workforce Housing Agreement. He said he understood this item would be at the next Council meeting for full consideration.

d. Report of the Finance & Administrative Committee – Tom Lennox

Mr. Lennox stated he did not have a report.

9. Proclamations/Commendations – NONE

10. Appearance by Citizens

David Arnal addressed Town Council about the Beaufort County's request for municipal consent for aerial mosquito control. He said, having spoken to both Clemson University and the County, the information presented in the agenda was not accurate. Mr. Arnal recommended that Council receive the full back-ground before making such a decision.

Skip Hoagland addressed Town Council concerning matters related to the Town and Chamber.

11. Unfinished Business - NONE

12. New Business

a. First Reading of Proposed Ordinance 2021-09 Permanent Drainage Easement at the Former Hilton Head Christian Academy Site

First Reading of Proposed Ordinance 2021-09 authorizing the granting of a permanent easement on, over, and across Town-owned real property, to AB PR QOZB II Property, LLC, under the authority of S.C. Code Ann. § 5-7-40 (Supp. 2020), and § 2-7-20, the Municipal Code of the Town of Hilton Head Island (1983), and providing for severability and an effective date.

Mr. Harkins moved to approve. Mr. Stanford seconded. Council had a brief discussion with staff answering questions about the drainage in the nearby Woodlands Subdivision. By way of roll call, the motion carried by a vote of 7-0.

12. New Business (cont.)

b. **First Reading of Proposed Ordinance 2020-26 – Historic Neighborhoods Preservation Overlay District LMO Amendments**

First Reading of Proposed Ordinance 2020-26 to amend Title 16 of the Municipal Code of the Town of Hilton Head Island, South Carolina, the Land Management Ordinance (LMO), Chapters 2, 5, 10 and Appendix D. These amendments, commonly referred to as *Family Compound and Family Subdivision Applications* as noticed in the Island Packed on September 13, 2020, include changes that add Family Compound and Family Subdivision as a new application described in Exhibit A to the ordinance, and providing for severability and an effective date.

Mr. Harkins moved to approve. Mr. Ames seconded. Council had a lengthy discussion, specifically about increasing density. Members of the Public Planning Committee did not remember seeing language in the documents they approved with regard to increased density. Town Council also discussed whether or not the LMO Official had the authority to grant exceptions. Staff noted that these amendments had been written as absolutes, meaning that only the BZA could grant any exceptions, but that the Official could not. Council was hesitant to approve the amendments on first reading without ensuring the language in the amendments was specific. It was determined that they could approve it as to form for first reading only, coming back with the requested language at second reading. By way of roll call the motion carried by a vote of 6-1, Mrs. Becker opposing.

c. **Consideration of a Resolution – Broad Creek PSD Proposed Aquifer Storage and Recovery Facility**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the Broad Creek Public Service District's proposed Aquifer Storage and Recovery Facility on a portion of Town property.

Mr. Harkins moved to approve. Mr. Ames seconded. With a brief discussion and by way of roll call, the motion carried by a vote of 7-0.

d. **Consideration of a Resolution – Municipal Consent for Aerial Mosquito Control**

Consideration of a Resolution of the Town of Hilton Head Island, South Carolina, authorizing the Town Manager to execute the Municipal Consent from Beaufort County to conduct aerial application of public health insecticides for mosquito control.

In light of the statements made during Appearance by Citizens, Mr. Harkins moved to remove this item off of the agenda until all the information was available. Mr. Brown seconded. By way of roll call, the motion carried by a vote of 7-0.

12. New Business (cont.)

e. Consideration of the Municipal State Highway Project Agreement – Cross Island Parkway Toll Conversion

Consideration of the Municipal State Highway Project Agreement consenting to the construction or improvements to the Cross Island Parkway by the South Carolina Department of Transportation in accordance with the scope of work.

Mr. Harkins moved to approve. Mr. Stanford seconded. With no discussion, the motion carried by a vote of 7-0.

13. Executive Session

At 5:00 p.m., Mr. Harkins moved to enter into Executive Session for the reasons described on the agenda. Mr. Stanford seconded. The motion carried unanimously.

14. Possible Actions by Town Council Concerning Matters Discussed in Executive Session

At 6:05 Town Council returned from Executive Session.

Mr. Harkins moved to authorize the Town Attorney to pursue potential litigation on behalf of the Town regarding collection of Accommodation Taxes. Mr. Stanford seconded. The motion carried by a vote of 7-0.

15. Adjournment

By unanimous vote, the meeting was adjourned at 6:07 p.m.

Approved: April 20, 2021

Krista M. Wiedmeyer, Town Clerk

John J. McCann, Mayor



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Town Council
FROM: Lavon Stevens, Gullah Task Force Chairman
DATE: April 5, 2021
SUBJECT: Gullah Geechee Land & Cultural Preservation Task Force
Quarterly Report: January 2021 – March 2021

A Special Meeting was held and the 2021 meeting calendar was voted on at the February 1, 2021 Special Meeting. A regular Gullah Geechee Land and Cultural Preservation Task Force (Gullah Task Force) Meeting was held on March 1, 2021.

Regular Task Force Meetings

March 1, 2021 – Staff provided an update on the Public Planning Committee (PPC) recommendation to move forward with the Family Compound and Family Subdivision applications for properties within the Historic Neighborhoods. Additional discussion included case studies on LMO challenges for Native Islanders, establishing a plan to identify property that are Heirs' Property, and updates on options for property owners who are having difficulty paying taxes.

Special Meeting

February 1, 2021 – Staff provided an update on the progress for the proposed Historic Neighborhoods Overlay District Amendments, the next top priority Gullah Geechee projects, and the 2020 delinquent properties that were in redemption.

Workshop

No workshops were held this quarter.

Items of Special Interest

Town Council met on April 6, 2021 for First Reading of an ordinance to amend the LMO to create Family Compound and Family Subdivision Applications. The applications encompass the implementation of three recommendations from the Gullah Geechee Land and Cultural Presentation Report recommendations:

- (PP- 5) Add Family Compound (and Family Subdivision) provisions to the LMO
- (PP- 6) Provide greater flexibility for ROW and drainage easements
- (PP-2) Fast track development review process.



TOWN OF HILTON HEAD ISLAND

Public Projects and Facilities Management Department

TO: Marc Orlando, Town Manager
VIA: Josh Gruber, Deputy Town Manager
Curtis Coltrane, Town Attorney
FROM: Jeff Buckalew, PE, Town Engineer
COPY: Shawn Colin, Interim Deputy Town Manager
Jeff Netzinger, Storm water Manager
DATE: April 13, 2021
SUBJECT: Granting a Permanent Drainage Easement on Town parcel R510 008 00A
101B 0000 to serve the upstream property drainage outfall

Recommendation:

Staff recommends the Town grant a permanent drainage easement to the upstream property owner to allow for the flow of storm water runoff (see attached).

Summary:

The Town Attorney recommends this permanent drainage easement be granted and recorded to allow for the drainage of storm water runoff onto Town property. The easement grantee shall enter upon Town property to excavate and relocate a drainage ditch to run from their new outfall pipe on their property to a large existing drainage channel on Town property and have the rights to maintain that ditch in perpetuity.

Background:

The multi-family residential development project at 55 Gardner Drive (formerly the Hilton Head Christian Academy site) has an approved site and drainage plan showing a drainage outfall, end of pipe discharge on their property, but near the shared property line with the Town owned parcel (R510 008 00A 101B 0000). There is an existing drainage ditch on Town property in the vicinity that does not align well with the location of the proposed outfall pipe from the new development. Thus the grantee shall be allowed to construct a ditch from the new pipe outfall on their property, connecting it to a major trunk line drainage channel on Town property, approximately 160 feet in length. This will provide for more functional drainage conveyance than if the ditch were not relocated.

As discussed during the first reading of this item, the immediately adjacent and ultimate downstream drainage systems are depicted with property and length information in Exhibits A and B for reference and context.

AN ORDINANCE OF THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE GRANTING OF A PERMANENT EASEMENT ON, OVER AND ACROSS TOWN OWNED REAL PROPERTY, TO AB PR QOZB II PROPERTY, LLC, UNDER THE AUTHORITY OF S. C. CODE ANN. § 5-7-40 (SUPP. 2020), AND § 2-7-20, *THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND* (1983), AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

Whereas, The Town of Hilton Head Island, South Carolina, is the owner of real property located in the municipal limits of The Town of Hilton Head Island, South Carolina, and is known as:

All that certain piece, parcel or tract of land lying, situate and being on Hilton Head Island, Beaufort County, South Carolina, containing 44.269 acres, more or less, as shown on a plat of survey, entitled “A Section of Old Woodlands Plantation,” dated April 23, 1982, revised April 28, 1982, prepared by Jerry L. Richard, S.C.R.L.S. Number 4784, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 30 at Page 110.

LESS AND EXCEPT those certain parcels of land described as “Recreation Area,” “Tennis Courts,” and Lot 108 on that certain plat prepared by Sea Island Engineering, Inc., and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 33 at Page 95.

AND ALSO:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and containing 11.95 acres, more or less, as shown on the plat thereof prepared by Jerry L. Richardson, S.C. R.L.S. Number 4784, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 42 at Page 73 (herein, the “Town Property”).

Whereas, AB PR QOZB Property, LLC, is the owner of adjacent real property known as:

TRACT 1:

ALL that certain lot, tract or parcel of land situate, lying and being 12.16 acres

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

TRACT 2:

AND ALSO ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 6.22 acres, more or less, and being shown as Parcel II and Access Easement on that certain Plat prepared by Coastal Surveying Co., Inc., and recorded December 28, 1995 in the Beaufort County Records in Plat Book 54 at Page 187.

LESS AND EXCEPT ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 4.47 acres, more or less, and shown and described as "REVISED PARCEL B" on a plat entitled Boundary Recombination of Survey of Revised Parcel B, Gardner Drive & William Hilton Parkway, to be conveyed to Hilton Head Christian Academy, a South Carolina Corporation by virtue of a Quit Claim Deed from Indigo Run Limited Partnership, dated September 30, 1998, recorded June 26, 2008 in Book 2739, Page 10, Beaufort County, South Carolina.

TRACT 3:

AND ALSO ALL that certain lot, tract or parcel of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, which is designated as "0.193 acres to be conveyed to Hilton Head Christian Academy, Subdivided from Tax Parcel R510 008 000 101B 000 Lands of the Town of Hilton Head Island," which is recorded in the Beaufort County Records in Plat Book 128 at Page 79 (herein, the AB PR QOZB Property").

Whereas, storm and surface water drains from and through the AB PR QOZB Property to and through the Town Property.

Whereas, the Town has approved a development plan for the AB PR QOZB Property that, among other things, will result in the alteration the existing, natural flow of the storm

and surface water runoff from the AB PR QOZB Property, into the Town Property.

Whereas, The Town Council for The Town of Hilton Head Island, South Carolina, finds that it is in the best interests of The Town of Hilton Head Island, South Carolina, and its citizens and residents to formalize an agreement with AB PR QOZB Property, LLC, governing the drainage of storm and surface water runoff from the AB PR QOZB Property.

Whereas, S. C. Code Ann. § 5-7-40 (Supp. 2020), and § 2-7-20, *The Municipal Code of the Town of Hilton Head Island* (1983), require that the granting of an interest in real property owned by The Town of Hilton Head Island, South Carolina, be authorized by the adoption of an ordinance.

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

Section 1: Execution delivery of Written Easement.

(a) The Mayor and Town Manager are hereby authorized to execute and deliver a written easement to AB PR QOZB II Property, LLC, in a form and substance shown on the document attached as Exhibit “A.”

(b) The Mayor and Town Manager are hereby authorized to take any other and further actions as may be necessary to complete the transaction authorized by this Ordinance.

Section 2. Severability.

If any section, phrase, sentence or term of this Ordinance is, for any reason, held or deemed to be invalid or unconstitutional by any court of competent jurisdiction, then such section, phrase, sentence or term shall be deemed to be separate, distinct and independent, and it shall not affect any other section, phrase, sentence or term of this Ordinance.

Section 3. Effective Date.

This Ordinance shall become effective upon adoption by The Town Council for The Town of Hilton Head Island, South Carolina.

ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS ____ DAY OF APRIL, 2021.

John J. McCann, Mayor

Attest:

Krista M. Wiedmeyer, Town Clerk

First Reading: April ____, 2021

Second Reading: April ____, 2021

Approved as to form:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

EXHIBIT "A" TO PROPOSED ORDINANCE 2021-09
ORDINANCE 2021-____

30, 1998, recorded June 26, 2008 in Book 2739, Page 10, Beaufort County, South Carolina.

TRACT 3:

AND ALSO ALL that certain lot, tract or parcel of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, which is designated as “0.193 acres to be conveyed to Hilton Head Christian Academy, Subdivided from Tax Parcel R510 008 000 101B 000 Lands of the Town of Hilton Head Island,” which is recorded in the Beaufort County Records in Plat Book 128 at Page 79 (herein, the AB PR QOZB II Property”).

WHEREAS, The Town is the owner of real property that is known and described as follows:

All that certain piece, parcel or tract of land lying, situate and being on Hilton Head Island, Beaufort County, South Carolina, containing 44.269 acres, more or less, as shown on a plat of survey, entitled “A Section of Old Woodlands Plantation,” dated April 23, 1982, revised April 28, 1982, prepared by Jerry L. Richard, S.C.R.L.S. Number 4784, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 30 at Page 110.

LESS AND EXCEPT those certain parcels of land described as “Recreation Area,” “Tennis Courts,” and Lot 108 on that certain plat prepared by Sea Island Engineering, Inc., and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 33 at Page 95.

AND ALSO:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and containing 11.95 acres, more or less, as shown on the plat thereof prepared by Jerry L. Richardson, S.C. R.L.S. Number 4784, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 42 at Page 73 (herein, the “Town Property”).

WHEREAS, storm and surface water runoff from the AB PR QOZB II Property drains into and through the Town Property; and,

WHEREAS, AB PR QOZB II Property, LLC, is re-developing the AB PR QOZB II Property, LLC, and the redevelopment and the redevelopment will alter the drainage

pattern and direct storm and surface water runoff through an outfall structure to be built on the Town Property; and,

WHEREAS, the Town has agreed to convey to AB PR QOZB II a permanent easement for the construction, maintenance and use of the aforementioned outfall structure, and a permanent easement for drainage of storm and surface water through and from the AB PR QOZB II Property in and through the Town Property, subject to the terms and conditions set forth in this Drainage Easement.

Now, Therefore, know all men by these presents that the Town, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to AB PR QOZB II Property, LLC, its successors and assigns, the following easements:

1. A perpetual, non-exclusive easement on, over and across the Town Property, for the purpose of planning, laying out, building and maintaining the drainage outfall structure shown on the Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book ____ at Page _____.
2. A perpetual, non-exclusive easement for the purpose of draining surface and storm water runoff on, over and through the Town Property, and through the drainage outfall structure authorized by this Drainage Easement..

The easement is granted and accepted subject to the following terms:

1. This easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the right reserved by the Town, its successors and assigns, to utilize the Town Property at any time, in any manner, and for any purpose, provided,

however, that such use by the Town shall not diminish the rate of drainage of storm and surface water from or through the AB PR QOZB II Property. The rights reserved by the Town include the right to channel, pipe or otherwise alter the natural flow of storm and surface water runoff on, over or through the Town Property, provided that such action by the Town does not diminish the rate of drainage of storm and surface water from or through the AB PR QOZB II Property.

2. AB PR QOZB II shall prevent any hazardous substance, meaning any substance or mixture of substances that is toxic, corrosive, radioactive, an irritant, an oxidizer or sensitizer, a carcinogen, is flammable or combustible, or which may cause personal injury, illness or death or human beings or animals, or which may kill or degrade plant life, coming through or from all or any part of the AB PR QOZB II Property, from coming onto, in or through the Town Property.

3. AB PR QOZB II shall prevent trash and debris from all or any part of the AB PR QOZB II Property from coming onto, in or through the Town Property.

4. AB PR QOZB II agrees to plan, lay out, build and maintain the drainage outfall structure at its sole cost and expense, and further agrees that the construction, use of and maintenance of shall be under the exclusive control of the AB PR QOZB II, and that AB PR QOZB II shall at all times comply with all applicable laws, rules, codes, and regulations.

5. AB PR QOZB II agrees to cause all work authorized by this Drainage Easement to be performed in a workmanlike fashion with minimal interference to the Town. AB PR QOZB II further agrees to cause the work authorized by this Drainage Easement to be completed in an expeditious and timely fashion, that the drainage outfall structure shall at all times be maintained in a safe condition, and that all debris and construction materials relating

to work authorized by this Drainage Easement shall be promptly removed. AB PR QOZB II shall restore any other part of the Town Property which may be damaged as a result of AB PR QOZB II's exercise of the rights granted in this Drainage Easement to its pre-existing state.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto AB PR QOZB II Property, LLC, and its successors and assigns.

The terms and conditions of this Drainage Easement are binding on The Town of Hilton Head Island, South Carolina, and AB PR QOZB II Property, LLC, and their respective successors and assigns.

In Witness whereof, the duly authorized officials of The Town of Hilton Head Island, South Carolina, and AB PR QOZB II Property, LLC, have executed this Drainage Easement on this ____ Day of April, 2021.

(Signature Pages Follow)

WITNESSES:

AB PR QOZB II PROPERTY, LLC

By: _____

Its: _____

STATE OF NEW YORK

)

UNIFORM ACKNOWLEDGMENT

COUNTY OF NEW YORK

)

I, the undersigned Notary Public do hereby certify that AB PR QOZB II PROPERTY, LLC, by and through _____, its _____, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of April, 2021.

Notary Public for New York
My Commission Expires: _____

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

_____ By _____
John J. McCann

_____ Its: _____
Mayor

_____ By _____
Marc Orlando

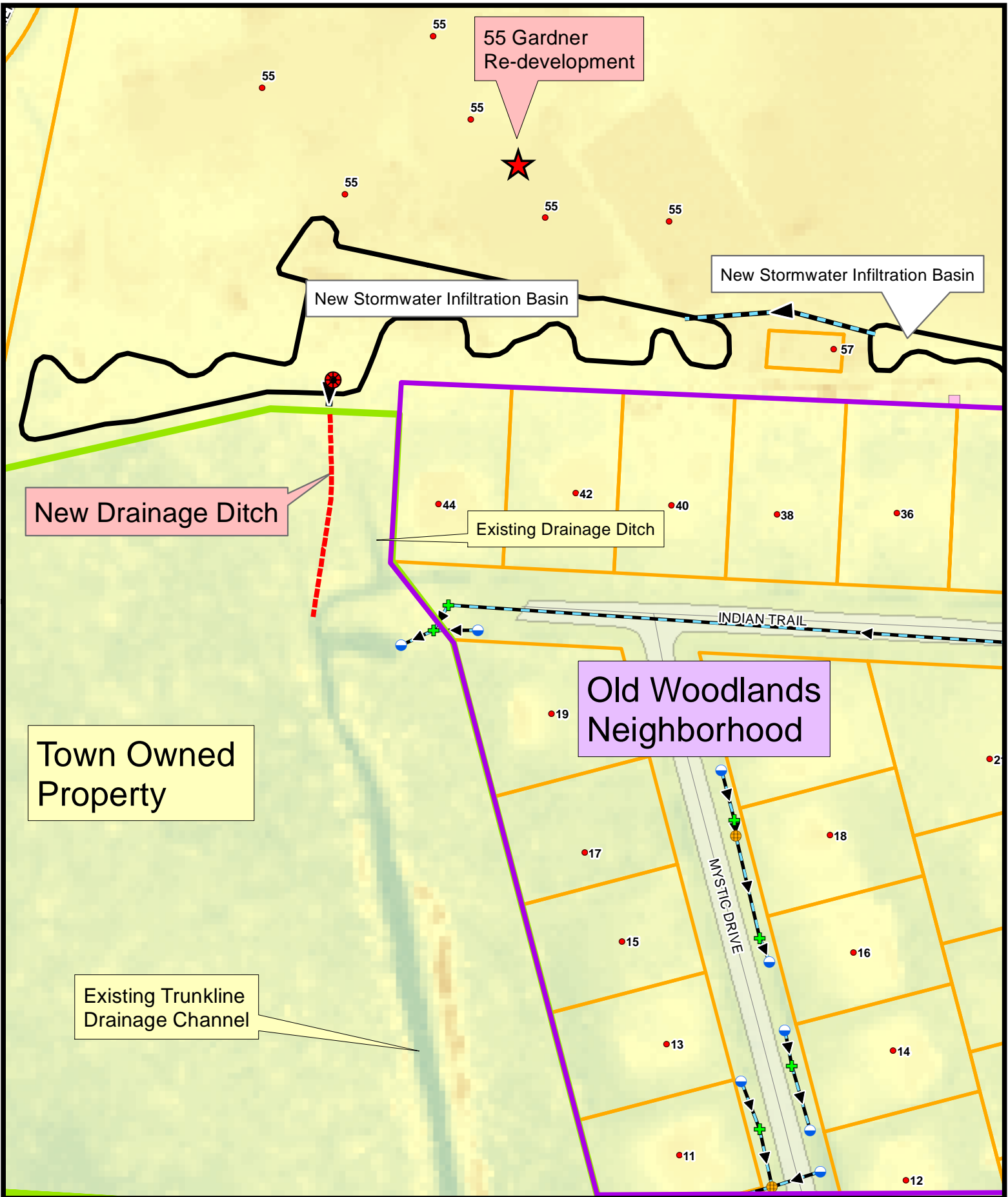
_____ Its: _____
Town Manager

STATE OF SOUTH CAROLINA)
) UNIFORM ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public do hereby certify that The Town of Hilton Head Island, South Carolina, by and through John J. McCann, Mayor and Joshua A. Gruber, Interim Manager, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me on
this _____ Day of April, 2021.

Notary Public for South Carolina
My Commission Expires:_____

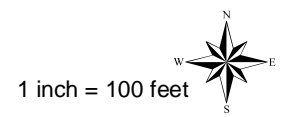


Legend	
	Town Drainage Easements
	Parcels
	Roads
	Lagoons
	Storm Pipes
	Open Channels
	Stormwater Flow Lines
	Inlets
	Junctions (Manholes)
	Pond Control Structure
	Pipe Ends
	Unknown Pipes

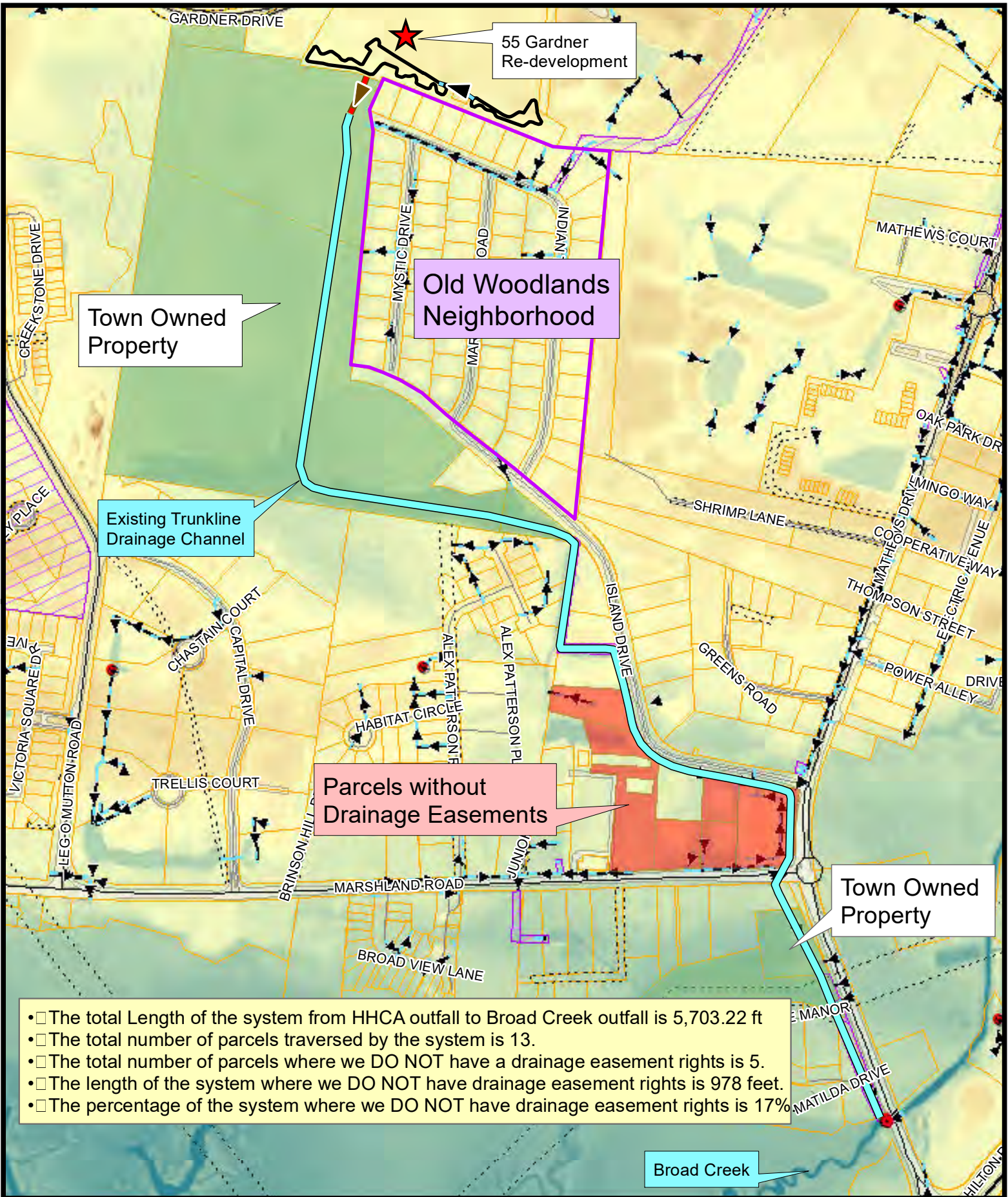
55 Gardner

 Exhibit A

 Permeant Drainage Easement



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.



- The total Length of the system from HHCA outfall to Broad Creek outfall is 5,703.22 ft
- The total number of parcels traversed by the system is 13.
- The total number of parcels where we DO NOT have a drainage easement rights is 5.
- The length of the system where we DO NOT have drainage easement rights is 978 feet.
- The percentage of the system where we DO NOT have drainage easement rights is 17%



Legend	
	Town Drainage Easements
	Parcels
	Storm Pipes
	Roads
	Open Channels
	Lagoons
	Stormwater Flow Lines
	Inlets
	Junctions (Manholes)
	Pond Control Structure
	Pipe Ends
	Unknown Pipes

Exhibit B
 55 Gardner
 Permeant Drainage Easement



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Marc Orlando, ICMA~CM, *Town Manager*
VIA: Jennifer Ray, ASLA, *Interim Community Development Director*
FROM: Teri Lewis, AICP, *Deputy Community Development Director*
DATE: April 4, 2021
SUBJECT: Volunteers in Medicine Parking

Recommendation: The Finance and Administrative Committee recommends that Town Council authorize the execution of a lease agreement with Volunteers in Medicine (VIM) for Town-owned property with the following conditions:

- the parcel will only be used for parking; and
- the existing conservation easement on the property is to be relocated.

The Finance and Administrative Committee met on February 16, 2021 and voted 4-0-0 to recommend approval of the proposal to lease the property.

Summary: Support from Town Council will allow a parcel of Town-owned property (R510 008 000 0257) to be leased to VIM for the purpose of constructing a parking lot. This proposal is consistent with Our Plan goals, strategies and tactics as referenced in Section 3.0 Core Values – Inclusive Goal 7.

Background: Volunteers in Medicine, a clinic that provides free healthcare to the medically underserved populations of Hilton Head and Daufuskie Islands, approached the Town with concerns about their existing parking situation. The existing site does not provide enough parking to accommodate the high volume of clientele that is served. The Town owns several parcels in the Northridge area; three of these parcels contain conservation easements over a portion of them (see Attachment A). One of these parcels is the vacant 1.11 acre parcel adjacent to VIM; however, 0.35 acres of this parcel is under a conservation easement (Conservation Area Two) to the benefit of the Hilton Head Land Trust (see Attachment B). Staff reached out to the Hilton Head Land Trust with a proposal to release the subject parcel (R510 008 000 0257) from the easement and re-assign the conservation easement to the parcel that contains the greater Northridge conservation easement (Conservation Area One). A significant portion of the 66.75 acre Northridge tract is already encumbered by a conservation easement, specifically the 39.05 wetland portion and the 15.23 acre Nature Preserve. The Board of the Hilton Head Island Land Trust has indicated that they see the public benefit of the relocated conservation easement and support the recommendation to relocate the 0.35 acre conservation easement from the 1.11 acre tract to the larger Northridge tract. The purpose would be to allow this site to be used for additional parking for VIM. The wetland area on this property, which is a single isolated wetland, would be mitigated on Conservation Area One as a part of the conservation easement modification.

Attachments

- A. Ordinance
- B. Exhibit A – Lease Agreement
- C. Northridge Conservation Easements Plat
- D. Location Map

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2021-

PROPOSED ORDINANCE NO. 2021-11

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

WHEREAS, the Town of Hilton Head Island, South Carolina (“Town”), owns that certain tract or parcel of land, known as Beaufort County R510 008 000 0257 0000, Lot 12, Phase 1 Northridge, Hilton Head Island, South Carolina (the “Property”); and

WHEREAS, the Town desires to lease the Property to Volunteers in Medicine (“VIM”) for the operation of a parking lot in the Town of Hilton Head Island in accordance with that certain Lease Agreement (“Lease”), attached hereto as Exhibit “A”; and

WHEREAS, the Finance and Administrative Committee held a public meeting on February 16, 2021 and voted unanimously to forward a recommendation to Town Council to approve the lease of the Town owned property to VIM; and

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the Town to enter into a lease with VIM for the operation of a parking lot in the Town of Hilton Head Island in substantial conformance with the attached Exhibit “A”.

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

Section 1. Execution, Delivery and Performance of Lease.

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Lease in substantial conformance with the attached Exhibit “A”; and
- (b) The Town Manager is hereby authorized to take such other and further actions as may be necessary to complete the performance of the Town's obligations under the terms and conditions of the Lease (Exhibit “A”).

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

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF
HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2021.**

THE TOWN OF HILTON HEAD ISLAND
SOUTH CAROLINA

John McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

First Reading:

Second Reading:

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

EXHIBIT A

A LONG TERM LEASE

BY AND BETWEEN

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

AND

VOLUNTEERS IN MEDICINE

DATED THIS _____ DAY OF _____, 2021

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LONG TERM LEASE

This Long-Term Lease, dated this ____ day of _____, 2021 (together with any amendments made in accordance herewith, hereinafter, the “Lease”), is made and entered into by and between The Town of Hilton Head Island, South Carolina (hereinafter, the “Town”), and Volunteers in Medicine, (hereinafter, “VIM”).

WITNESSETH

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

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

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

WHEREAS, on _____, 2021, the Town Council of the Town adopted Ordinance No. _____ authorizing the execution and delivery of this Lease; and

WHEREAS, on _____, 2021, the Board of Directors of VIM, by resolution duly adopted, authorized the execution and delivery of this Lease;

NOW THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) Dollar paid by VIM to the Town, and the full and faithful performance of the mutual promises, conditions, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Town and VIM, the Parties hereto agree as follows:

ARTICLE 1

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

All that certain piece, parcel or lot of land containing 1.11 acres, more or less, and more particularly shown as “Lot 12, Phase 1 Northridge” on that certain plat of survey entitled “A Plat of Lots 5, 6, 12, 15, 17, 18, 19, 20, 21,

22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 & 34, A Section of Northridge Park, Phase II” dated April 15, 1992, and prepared by Coastal Surveying Company, Inc. Michael R. Dunigan, South Carolina Registered Land Surveyor Number 11905, which plat has been recorded in the Registry of Deeds for Beaufort County, South Carolina in Plat Book 43 at Page 164.

The parcel described above is known as Beaufort County R510 008 000 0257 0000, and is referred to herein as the “Property”.

1.2. **VIM Accepts the Property “As Is”:** VIM represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and, (4) accepts the Property “as is” and without recourse to or against the Town as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Town have any liability to VIM for any defect in the Property, or the title to the Property, or conditions existing in, on, under, over, or about the Property or any limitation on the uses that may be made of the Property. VIM accepts this limitation on the Town’s liability and acknowledges that this limitation of the Town’s liability is a material term of this Lease without which the Town would not have entered into this Lease.

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

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

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

ARTICLE 2

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

ARTICLE 3

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

3.2. **Utilities and Other Services:** VIM shall at its sole cost and expense arrange for the provision of electricity and light to the Property. Any fees for reservation of electrical capacity, or any other arrangements that must be made with the provider of any utility shall be the sole responsibility of VIM.

3.3. **VIM Responsible for Payment of all Expenses:** VIM shall be solely responsible for the payment of any and all costs, expenses, and charges arising from VIM's use of the Property, including charges for electricity and light that are used, rendered, or supplied to or upon the Property, maintenance of the Property, and any *ad valorem* real property taxes (including but not limited to stormwater utility (hereinafter, "SWU") fees).

3.4. **Indemnification and Hold Harmless:** VIM shall indemnify and hold the Town harmless from any claims for loss, damage, or liability, including reasonable attorney's fees and costs incurred by the Town in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by VIM and VIM's operation thereon, or arising from any act or omission of VIM with respect to the exercise of VIM's rights hereunder.

ARTICLE 4

4.1. **Limitation on Use, and Construction of Improvements or Facilities on the Property:**

- (a) VIM's use of the Property is and shall be limited to the addition of a parking lot to be used solely for overflow parking for the VIM clinic. No other uses or improvements to the Property are permitted under the terms of the Lease.
- (b) Any proposed improvements or facilities on the Property shall be subject to all applicable provisions of the Land Management Ordinance of the Town (the "LMO"), any applicable restrictive covenants, and any

other applicable State, Federal or local statutes, ordinances, or regulations. .

4.2. Permitted Use: VIM's use of the Property is and shall be limited to the addition of a parking lot to be used solely for overflow parking for the VIM clinic.

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

- (a) **Improvement of Property:** VIM may build a parking lot to be used solely for overflow parking for the VIM clinic;
- (b) **Compliance with Permitted Use:** In general, to act in accordance with the Permitted Use.

4.4. Permits: It shall be the sole responsibility of VIM to procure and pay for any required municipal, state, federal, or other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to VIM's occupation and use of the Property. The Town will provide "owner's authorizations" indicating the Town's consent to any permit being sought by VIM where such "owner's consent" is required under any applicable permitting regulations. The delivery of such "owner's consent" by the Town shall not be deemed a waiver of any applicable development standard or zoning or other requirements.

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

4.6. Maintenance of the Property and Compliance with Laws: During the term of this Lease, VIM shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable

fire, building, health, and sanitation codes as the same may from time to time be in effect.

4.7. **Rules, Regulations, and Restrictions:** VIM shall at all times during the term of this Lease:

- (a) **Maintenance of the Property and Improvements:** In keeping with the Permitted Use on the Property, maintain the Property and any parking lot on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease;
- (b) **Storage of Hazardous Substances Prohibited:** Other than materials and equipment used, or to be used, in the permitted improvements, maintenance, and permitted use of the Property, the improvements, and the personal property thereon, VIM shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a “Hazardous Substance” under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, VIM shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by VIM;
- (c) **Compliance with Laws:** Comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or VIM’s use thereof;
- (d) **Waste Dumping or Disposal Prohibited:** Refrain from dumping, disposal, reduction, incineration or other burning of any trash,

hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance;

- (e) **Waste Storage Prohibited:** Refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance;
- (f) **Waste and Nuisances:** Refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property;
- (g) **Compliance with Restrictive Covenants and Local Ordinances:** Maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.

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

ARTICLE 5

5.1. **Initial Term of This Lease:** Subject to Articles 5.2, 5.4, and 10.1 below, the term of this lease shall be for a period of Forty Five (45) years, with such term commencing on _____ 2021, and ending on _____, 2066 (the "Initial Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by VIM, or unless sooner terminated pursuant to the terms hereof.

5.2. **Renewal of Terms of Lease:** Unless this Lease is sooner terminated pursuant to the terms hereof, at the end of the Initial Lease Term, this Lease shall automatically

renew for successive periods of Twenty Five (25) years (hereinafter, each a “Renewal Lease Term”), provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, unless either Party hereto shall give the other a Notice of Termination as set forth in Article 5.3 below.

5.3. **Termination of this Lease:** The initial term of this lease shall expire on _____, 2064 (hereinafter, the “Initial Termination Date”). The first Renewal Lease Term shall expire Twenty-Five (25) years from the date of the Initial Termination Date, and subsequent Renewal Lease Terms shall expire each following twenty-five (25) year period. If either Party hereto gives the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Initial Termination Date or the end of any Renewal Lease Term, then this Lease shall expire on the Initial Termination Date or at the end of the applicable Renewal Lease Term, as the case may be. Additionally, should VIM ever cease to own the adjacent property, known as R510 008 0255 0000, this lease shall terminate.

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

ARTICLE 6

6.1. **Quiet Enjoyment:** The Town hereby covenants that VIM shall, during the Lease terms, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Town shall not interfere with the quiet use and enjoyment of the Property by VIM during the Lease Term, so long as the Initial Lease Term or any Renewal Lease Term shall be in effect and all obligations of VIM hereunder, have been fulfilled.

ARTICLE 7

7.1. **Required Liability Insurance:** During the Initial Lease Term and any Renewal Lease Term, VIM shall maintain in full force and effect comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of VIM with respect to its occupants and use of the Property and all of the improvements on the Property, or arising out of the maintenance, use, or occupancy thereof by VIM. In addition to all other coverages, and if available, such insurance

policy or policies shall specifically insure the performance by VIM of the hold harmless and indemnity provisions set forth in Article 3.4 of this Lease.

7.2. **Policy Form:** All policies of insurance provided for herein shall be issued by insurance companies with a general policyholders' rating not less than A, and a financial rating of AAA as rated in the most current available "Best's Insurance Reports", and qualified to do business in the State of South Carolina, and shall be issued in the names of the Town, VIM, and such other persons or firms as the Town reasonably specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, VIM, and others hereinabove mentioned, and executed copies of such policies of insurance or certifications thereof shall be delivered to the Town within ten (10) days after delivery of possession of the Property to VIM and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that the Town, although name as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of VIM. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by VIM in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give the Town twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty shall be written as primary policies, not contributing with and not in excess of coverage that the Town may carry.

7.3. **Failure of VIM to Obtain Insurance:** If VIM fails to procure or maintain any insurance required by this Article 7, or fails to carry insurance required by law or governmental regulations, then VIM will be considered in breach of this lease.

ARTICLE 8

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

ARTICLE 9

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

To the Town: TOWN OF HILTON HEAD ISLAND

Town Manager
One Town Center Court
Hilton Head Island, SC 29928

With copy to: Legal Department
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

To VIM: Volunteers in Medicine
Lynn Jennings Taylor, Chairman
P.O. Box 23858
Hilton Head Island, SC 29925

With copy to: Kelly Jolley
Jolley Law Group
200 Main Street
Suite 101F
Hilton Head Island, SC 29926

ARTICLE 10

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

- (a) **Failure to Observe Requirements:** The failure of VIM or the Town to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- (b) **Dissolution of VIM:** The dissolution, termination, or liquidation of VIM, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by VIM or against VIM, or any change in the tax-exempt, not-for-profit status of VIM.
- (c) **Abandonment of the Property:** The abandonment of the Property by VIM, or the discontinuance of operations at the Property by VIM, or

discontinuance of the operation of the Clinic on the adjacent property by VIM.

- (d) **Use Inconsistent with this Lease or the Permitted Use:** Any use of all or any part of the Property or improvements thereon, other than in compliance with the Permitted Use, or this Lease without the approval of the Town Council.
- (e) **Failure to Pay Amounts Due:** The failure to pay any sum due to the Town by VIM under any provision of this Lease.

10.2. **Remedies on Default:** Whenever any Event of Default described in Article 10.1 of this Lease shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease.

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

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

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

10.6. **Discontinuance of Proceedings:** In case either Party hereto has proceeded to enforce any right under this Lease, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Town and VIM shall be restored respectively to their several positions and rights hereunder, and

all rights, obligations, remedies, and powers of the Town and VIM shall continue as though no such proceeding had been taken.

ARTICLE 12

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

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

In Witness whereof, the Parties hereto, by and through their duly authorized officers, have set their hands and seals as of this _____ Day of _____, 2021.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

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

Attest: _____ (L.S.)
Marc Orlando, ICMA-CM
Town Manager

WITNESSES:

VOLUNTEERS IN MEDICINE

By: _____ (L.S.)
Lynn Jennings Taylor, Chairman

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



LINE BEARING DISTANCE

1	N 89°17'38"E	120.44
2	S 89°17'38"E	120.44
3	N 89°17'38"E	120.44
4	S 89°17'38"E	120.44
5	S 24°00'30"W	120.44
6	N 24°00'30"E	120.44

73	N 89°17'38"E	120.44
74	S 89°17'38"E	120.44
75	N 89°17'38"E	120.44
76	S 89°17'38"E	120.44
77	N 89°17'38"E	120.44
78	S 89°17'38"E	120.44
79	N 89°17'38"E	120.44
80	S 89°17'38"E	120.44

LOT	WARNING	EASTING
1	1.40	1.40
2	1.40	1.40
3	1.40	1.40
4	1.40	1.40
5	1.40	1.40
6	1.40	1.40
7	1.40	1.40
8	1.40	1.40
9	1.40	1.40
10	1.40	1.40
11	1.40	1.40
12	1.40	1.40
13	1.40	1.40
14	1.40	1.40
15	1.40	1.40
16	1.40	1.40
17	1.40	1.40

NOTE: THE AREAS INDICATED ON THIS PLAN AS FLOOD HAZARD AREAS HAVE BEEN IDENTIFIED AS SUCH BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND ARE SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THE BEAUFORT COUNTY, SOUTH CAROLINA, AND ARE SHOWN ON THE BEAUFORT COUNTY, SOUTH CAROLINA, FIRM FOR THE YEAR 2012.

ACREAGE TABLE

LOT	ACREAGE
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
TOTAL AREA	17.00

NOTE: THE AREAS INDICATED ON THIS PLAN AS FLOOD HAZARD AREAS HAVE BEEN IDENTIFIED AS SUCH BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND ARE SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THE BEAUFORT COUNTY, SOUTH CAROLINA, AND ARE SHOWN ON THE BEAUFORT COUNTY, SOUTH CAROLINA, FIRM FOR THE YEAR 2012.

ACREAGE TABLE

LOT	ACREAGE
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
TOTAL AREA	17.00

NOTE: THE AREAS INDICATED ON THIS PLAN AS FLOOD HAZARD AREAS HAVE BEEN IDENTIFIED AS SUCH BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND ARE SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THE BEAUFORT COUNTY, SOUTH CAROLINA, AND ARE SHOWN ON THE BEAUFORT COUNTY, SOUTH CAROLINA, FIRM FOR THE YEAR 2012.

ACREAGE TABLE

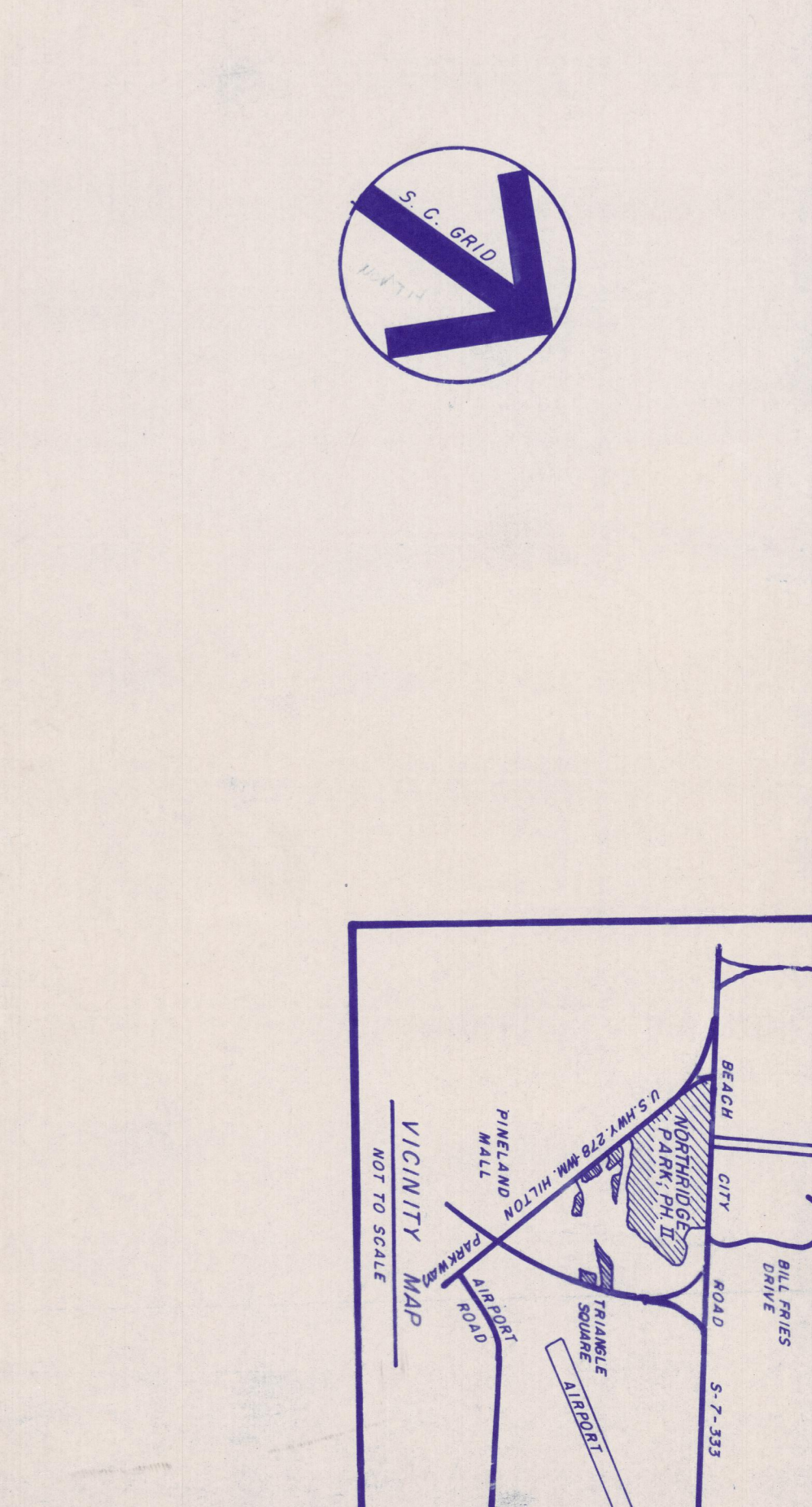
LOT	ACREAGE
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
TOTAL AREA	17.00

NOTE: THE AREAS INDICATED ON THIS PLAN AS FLOOD HAZARD AREAS HAVE BEEN IDENTIFIED AS SUCH BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND ARE SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THE BEAUFORT COUNTY, SOUTH CAROLINA, AND ARE SHOWN ON THE BEAUFORT COUNTY, SOUTH CAROLINA, FIRM FOR THE YEAR 2012.

ACREAGE TABLE

LOT	ACREAGE
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
TOTAL AREA	17.00

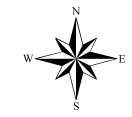
NOTE: THE AREAS INDICATED ON THIS PLAN AS FLOOD HAZARD AREAS HAVE BEEN IDENTIFIED AS SUCH BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND ARE SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THE BEAUFORT COUNTY, SOUTH CAROLINA, AND ARE SHOWN ON THE BEAUFORT COUNTY, SOUTH CAROLINA, FIRM FOR THE YEAR 2012.



THE RESOLUTION TRUST CORPORATION
 NORTHBRIDGE PARK CONSERVATION AREAS
 NORTHBRIDGE PARK, PHASE II
 BEAUFORT COUNTY, SOUTH CAROLINA
 JOB NO. 21008
 DATE: 11/01/2022
 OFFICE: BEAUFORT COUNTY, SOUTH CAROLINA
 PREPARED FOR: THE RESOLUTION TRUST CORPORATION



1 inch = 333 feet



Attachment D



TOWN OF HILTON HEAD ISLAND

ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-4600

Date Created: Monday, February 1, 2021

Project - NR Con Easement

The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Marc Orlando, ICMA~CM, *Town Manager*
VIA: Jennifer Ray, ASLA, *Interim Community Development Director*
FROM: Teri Lewis, AICP, *Deputy Community Development Director*
DATE: April 4, 2021
SUBJECT: Northridge Conservation Easements

Recommendation: The Finance and Administrative Committee recommends that Town Council authorize the execution of a conservation easement relocation to relocate a conservation easement from one Town-owned property to another Town-owned property.

The Finance and Administrative Committee met on February 16, 2021 and voted 4-0-0 to recommend approval of relocation of the existing conservation easement.

Summary: Support from Town Council will allow a .35 acre conservation easement to be relocated from a parcel of Town-owned property (R510 008 000 0257) to the greater Northridge conservation easement parcel (R510 008 000 0102). This proposal is consistent with Our Plan goals, strategies and tactics as referenced in Section 3.0 Core Values – Environment Goal 4.

Background: The Town owns a vacant 1.06 acre parcel adjacent to VIM; however, 0.35 acres of this parcel is under a conservation easement (Conservation Area Two) to the benefit of the Hilton Head Land Trust (see Attachment A). Staff reached out to the Hilton Head Land Trust with a proposal to release the subject parcel (R510 008 000 0257) from the easement and re-assign the conservation easement to the parcel that contains the greater Northridge conservation easement (Conservation Area One). A significant portion of the 66.75 acre Northridge tract is already encumbered by a conservation easement, specifically the 39.05 wetland portion and the 15.23 acre Nature Preserve. The Board of the Hilton Head Land Trust has indicated that they see the public benefit of the relocated conservation easement and support the recommendation to relocate the 0.35 acre conservation easement from the 1.06 acre tract to the larger Northridge tract. The purpose would be to allow this site to be used for additional parking for VIM. The wetland area on this property, which is a single isolated wetland, would be mitigated on Conservation Area One as a part of the conservation easement relocation.

Attachments

- A. Ordinance
- B. Exhibit A – Conservation Easement Modification
- C. Northridge Conservation Easements Plat

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2021-

PROPOSED ORDINANCE NO. 2021-12

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE MODIFICATION OF A CONSERVATION EASEMENT TO THE BENEFIT OF HILTON HEAD ISLAND LAND TRUST, RELATED TO REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 (SUPP. 2012), AND SEC. 2-3-30, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Hilton Head Island, South Carolina (“Town”), owns those certain tracts or parcels of land, known as Beaufort County R510 008 000 0257 0000, Lot 12, Phase 1 Northridge, Hilton Head Island, South Carolina and Beaufort County R510 008 000 0102 0000, Phase 1 Northridge Park, Hilton Head Island, South Carolina (the “Properties”); and

WHEREAS, the Properties contain Conservation Area One and Conservation Area Two;

WHEREAS, the Town desires to relocate Conservation Area One to Conservation Area Two in accordance with that certain Conservation Easement Agreement attached hereto as Exhibit “A”; and

WHEREAS, the Finance and Administrative Committee held a public meeting on February 16, 2021 and voted unanimously to forward a recommendation to Town Council to approve relocation of Conservation Area One to Conservation Area Two; and

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the Town to relocate Conservation Area One to Conservation Area Two in substantial conformance with the attached Exhibit “A”.

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

Section 1. Execution, Delivery and Performance of Conservation Easement Agreement.

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

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

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

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2021.

THE TOWN OF HILTON HEAD ISLAND
SOUTH CAROLINA

John McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

First Reading:

Second Reading:

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

Exhibit “A”

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) CONSERVATION EASEMENT
) MODIFICATION

This Conservation Easement Modification (hereinafter, the “Agreement”), is made by and between The Town of Hilton Head Island, South Carolina (hereinafter, the “Town”), and The Hilton Head Island Land Trust, Inc. (hereinafter, the “HHILT”) on this ____ Day of May, 2021.

By a document dated May 31, 1996, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 418 at Page 864 (the “Conservation Easement”), the Town granted to HHILT, a Conservation Easement encumbering real property owned by the Town that is described as:

Conservation Areas 1(includes 1.23 acre “Nature Preserve”), 2 and 3, on a Plat thereof entitled “A Plat of Northridge Park Conservation Areas, A Section of Northridge Park, Phase II, Hilton Head Island, Beaufort County, South Carolina,” prepared by Michael R. Dunnigan, SCRLS 11905, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 56 at Page 172.

The Town and HHILT have agreed to modify the Conservation Easement on the terms set out in this Agreement.

Now, Therefore, for and in consideration of the Sum of One Dollar, each to the other paid before the execution and delivery of this Agreement, and the performance of the obligations set out in this Agreement, the receipt and sufficiency of which is acknowledged, the Town and HHILT agree as follows:

1. The area shown and described as “Conservation Area Two” on the Plat recorded in Plat Book 56 at Page 172, is released from the encumbrance of the Conservation Easement.

2. The Town shall establish a new 0.35 Acre wetland in the existing high ground area of the property described as “Conservation Area One” on the Plat recorded in Plat Book 56 at Page 172. The precise location of the new 0.35 Acre Wetland shall be at the discretion of the Town, or as may be required by any applicable Federal, State and Local statute, ordinance or regulation. The 0.35 Acre wetland shall be created and monitored in compliance with any applicable Federal, State and Local statutes, ordinances or regulations.

3. HHILT waives and releases any further rights of any nature in connection with the area shown and described as “Conservation Area Two” on the Plat recorded in Plat Book 56 at Page 172, and any wetland existing on or in the property described as “Conservation Area Two.”

4. Except as are modified by the terms of this Agreement, the terms of the Conservation Easement remain in force.

(Signature Pages Follow)

In Witness Whereof, the duly authorized officers of The Town of Hilton Head Island, South Carolina, have executed this Agreement as of this ____ Day of May, 2021.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
John J. McCann, Mayor

Attest: _____
Marc A. Orlando, Town Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that The Town of Hilton Head Island, South Carolina, by and through John J. McCann, Mayor and Marc A. Orlando, Town Manager, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of May, 2021.

Notary Public for South Carolina
My Commission Expires: _____



LINE BEARING DISTANCE

1	N 89°17'00"E	150.44
2	N 89°17'00"E	150.44
3	S 89°17'00"E	150.44
4	S 89°17'00"E	150.44
5	S 89°17'00"E	150.44
6	N 89°17'00"E	150.44

LINE BEARING DISTANCE

7	N 89°17'00"E	150.44
8	N 89°17'00"E	150.44
9	S 89°17'00"E	150.44
10	S 89°17'00"E	150.44
11	S 89°17'00"E	150.44
12	N 89°17'00"E	150.44

LINE BEARING DISTANCE

13	N 89°17'00"E	150.44
14	N 89°17'00"E	150.44
15	S 89°17'00"E	150.44
16	S 89°17'00"E	150.44
17	S 89°17'00"E	150.44
18	N 89°17'00"E	150.44

LOT	ACRES	BEARING	DISTANCE
1	1.00	N 89°17'00"E	150.44
2	1.00	N 89°17'00"E	150.44
3	1.00	S 89°17'00"E	150.44
4	1.00	S 89°17'00"E	150.44
5	1.00	S 89°17'00"E	150.44
6	1.00	N 89°17'00"E	150.44
7	1.00	N 89°17'00"E	150.44
8	1.00	N 89°17'00"E	150.44
9	1.00	S 89°17'00"E	150.44
10	1.00	S 89°17'00"E	150.44
11	1.00	S 89°17'00"E	150.44
12	1.00	N 89°17'00"E	150.44
13	1.00	N 89°17'00"E	150.44
14	1.00	N 89°17'00"E	150.44
15	1.00	S 89°17'00"E	150.44
16	1.00	S 89°17'00"E	150.44
17	1.00	S 89°17'00"E	150.44
18	1.00	N 89°17'00"E	150.44

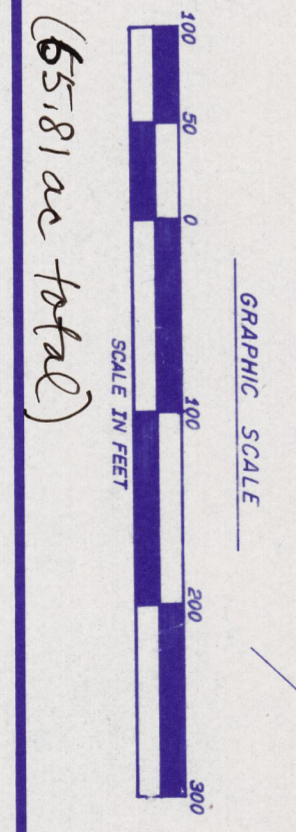
ACREAGE TABLE

LOT	ACRES
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
18	1.00
TOTAL	18.00

ACREAGE TABLE

LOT	ACRES
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
18	1.00
TOTAL	18.00

- REFERENCE PLATS
1. RESOLUTION TRUST CORP. PLAT 1, BEARING N 89°17'00"E, DISTANCE 150.44, BEING A PART OF THE 18.00 AC. TRACT DESCRIBED IN PLAT BOOK 32, PAGE 310.
 2. A PART OF LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
 3. BEARING N 89°17'00"E, DISTANCE 150.44, BEING A PART OF THE 18.00 AC. TRACT DESCRIBED IN PLAT BOOK 32, PAGE 310.
 4. BEARING N 89°17'00"E, DISTANCE 150.44, BEING A PART OF THE 18.00 AC. TRACT DESCRIBED IN PLAT BOOK 32, PAGE 310.



THE RESOLUTION TRUST CORPORATION

COASTAL SURVEYING COMPANY, INC.

WILSON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

PLAT OF NORTHTRIDGE PARK CONSERVATION AREAS A SECTION OF NORTHTRIDGE PARK, PHASE II

BEING A PART OF THE 18.00 AC. TRACT DESCRIBED IN PLAT BOOK 32, PAGE 310, BEING A PART OF THE 18.00 AC. TRACT DESCRIBED IN PLAT BOOK 32, PAGE 310, BEING A PART OF THE 18.00 AC. TRACT DESCRIBED IN PLAT BOOK 32, PAGE 310.

SCALE: 1"=50'

JOB NO. 23066

OFFICE: CK

DRAWN BY: M.C.

CHECKED BY: M.C.

DATE: 11/11/2011

NOTE:

LINE	BEARING	DISTANCE	AREA
1	N 89°17'00"E	150.44	1.00
2	N 89°17'00"E	150.44	1.00
3	S 89°17'00"E	150.44	1.00
4	S 89°17'00"E	150.44	1.00
5	S 89°17'00"E	150.44	1.00
6	N 89°17'00"E	150.44	1.00
7	N 89°17'00"E	150.44	1.00
8	N 89°17'00"E	150.44	1.00
9	S 89°17'00"E	150.44	1.00
10	S 89°17'00"E	150.44	1.00
11	S 89°17'00"E	150.44	1.00
12	N 89°17'00"E	150.44	1.00
13	N 89°17'00"E	150.44	1.00
14	N 89°17'00"E	150.44	1.00
15	S 89°17'00"E	150.44	1.00
16	S 89°17'00"E	150.44	1.00
17	S 89°17'00"E	150.44	1.00
18	N 89°17'00"E	150.44	1.00
19	N 89°17'00"E	150.44	1.00
20	N 89°17'00"E	150.44	1.00
21	N 89°17'00"E	150.44	1.00
22	N 89°17'00"E	150.44	1.00
23	N 89°17'00"E	150.44	1.00
24	N 89°17'00"E	150.44	1.00
25	N 89°17'00"E	150.44	1.00
26	N 89°17'00"E	150.44	1.00
27	N 89°17'00"E	150.44	1.00
28	N 89°17'00"E	150.44	1.00
29	N 89°17'00"E	150.44	1.00
30	N 89°17'00"E	150.44	1.00
31	N 89°17'00"E	150.44	1.00
32	N 89°17'00"E	150.44	1.00
33	N 89°17'00"E	150.44	1.00
34	N 89°17'00"E	150.44	1.00
35	N 89°17'00"E	150.44	1.00
36	N 89°17'00"E	150.44	1.00
37	N 89°17'00"E	150.44	1.00
38	N 89°17'00"E	150.44	1.00
39	N 89°17'00"E	150.44	1.00
40	N 89°17'00"E	150.44	1.00
41	N 89°17'00"E	150.44	1.00
42	N 89°17'00"E	150.44	1.00
43	N 89°17'00"E	150.44	1.00
44	N 89°17'00"E	150.44	1.00
45	N 89°17'00"E	150.44	1.00
46	N 89°17'00"E	150.44	1.00
47	N 89°17'00"E	150.44	1.00
48	N 89°17'00"E	150.44	1.00
49	N 89°17'00"E	150.44	1.00
50	N 89°17'00"E	150.44	1.00
51	N 89°17'00"E	150.44	1.00
52	N 89°17'00"E	150.44	1.00
53	N 89°17'00"E	150.44	1.00
54	N 89°17'00"E	150.44	1.00
55	N 89°17'00"E	150.44	1.00
56	N 89°17'00"E	150.44	1.00
57	N 89°17'00"E	150.44	1.00
58	N 89°17'00"E	150.44	1.00
59	N 89°17'00"E	150.44	1.00
60	N 89°17'00"E	150.44	1.00
61	N 89°17'00"E	150.44	1.00
62	N 89°17'00"E	150.44	1.00
63	N 89°17'00"E	150.44	1.00
64	N 89°17'00"E	150.44	1.00
65	N 89°17'00"E	150.44	1.00
66	N 89°17'00"E	150.44	1.00
67	N 89°17'00"E	150.44	1.00
68	N 89°17'00"E	150.44	1.00
69	N 89°17'00"E	150.44	1.00
70	N 89°17'00"E	150.44	1.00
71	N 89°17'00"E	150.44	1.00
72	N 89°17'00"E	150.44	1.00
73	N 89°17'00"E	150.44	1.00
74	N 89°17'00"E	150.44	1.00
75	N 89°17'00"E	150.44	1.00
76	N 89°17'00"E	150.44	1.00
77	N 89°17'00"E	150.44	1.00
78	N 89°17'00"E	150.44	1.00
79	N 89°17'00"E	150.44	1.00
80	N 89°17'00"E	150.44	1.00
81	N 89°17'00"E	150.44	1.00
82	N 89°17'00"E	150.44	



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Marc Orlando, ICMA~CM, *Town Manager*
VIA: Jennifer Ray, ASLA, *Interim Community Development Director*
FROM: Jayme Lopko, AICP, *Senior Planner*
CC: Shawn Colin, AICP, *Interim Deputy Town Manager*
CC: Teri Lewis, AICP, *Deputy Director of Community Development*
DATE: April, 2021
SUBJECT: Workforce Housing Covenants & Agreements

Recommendation: The Public Planning Committee (PPC) recommends that Town Council approve the proposed Declaration of Covenants, Restrictions, and Limitations Running with Certain Lands (Covenants), Workforce Housing and Rental Workforce Housing (WFH) Agreements and authorize the Mayor and Town Manager to execute said documents for each project participating in the Workforce Housing Program.

The PPC met on March 25, 2021 and voted unanimously to forward the Covenants and WFH Agreements to Town Council with a recommendation of approval.

Summary: Approval of the proposed Covenants and Agreements will allow staff to work with property owners and developers to complete and execute these documents as required to participate in the Workforce Housing Program.

The Workforce Housing Program is consistent with several Our Plan goals, strategies, and tactics including:

- Environment Core Value – Goal 6, Strategy 6.1, and Tactics 3.2.2, 3.3.1, 5.3.2, 6.1.1, 6.1.2, and 6.1.6
- Inclusive Core Value – Strategies 3.3 and 3.4
- Connected Core Value – Strategy 2.4 and Tactic 4.1.1
- Regional Core Value – Goal 2 and Strategies 2.1 & 2.2
- Infrastructure Core Value – Goal 6 and Strategies 6.1 and 6.4

Background: On November 4, 2020, Town Council adopted amendments to the Town's Land Management Ordinance (LMO) to create a Workforce Housing Program and a WFH incentive related to conversion of commercial square footage to residential units. On February 16, 2021, Town Council adopted additional LMO amendments creating another WFH incentive permitting a bonus residential density in exchange for a percentage of WFH units in a development.

There are several requirements that a property owner or developer must comply with in order to participate in the Workforce Housing Program. Two of those requirements are recording of Covenants on the property and execution of an agreement with the Town to ensure compliance with the provisions of the Workforce Housing Program.

The proposed Covenants and Agreements have been drafted for a blanket approval by Town Council.

Attachments:

- A. Resolution
- B. Declaration of Covenants, Restrictions, and Limitations Running with Certain Lands
- C. Workforce Housing Agreement
- D. Rental Workforce Housing Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF COVENANTS,
RESTRICTIONS, AND LIMITATIONS
RUNNING WITH CERTAIN LANDS

THIS DECLARATION is made and entered into this ____ day of _____, 20____
by and between (*name of owner/corporation and mailing address*) _____

_____ (hereinafter "Property Owner"),
and the Town of Hilton Head Island, a municipal corporation of the State of South Carolina with
offices at Town Hall, One Town Center Court, Hilton Head Island, SC 29928 (hereinafter "Town").

RECITALS

WHEREAS, the Property Owner is the owner of certain real property (hereinafter
"Property") located in the Town of Hilton Head Island, County of Beaufort, State of South
Carolina, commonly known as (*address, parcel number, and/or name*) _____,

_____ and legally described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, in consideration of the authorization of a development permit to approve
(*development name, type of development, and project description*) _____

_____ (hereinafter the "Project"), the Property Owner has agreed to place certain Covenants, Restrictions,
and Limitations (hereinafter referred to as the "Declaration" or these "Covenants") on the Property, as
provided herein; and

NOW THEREFORE, the Property Owner does hereby declare that the Property shall be
held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied,
possessed, mortgaged, encumbered, or otherwise disposed of and used subject to these
Covenants, which shall run with the land.

PART ONE
PROPERTY COVERED BY COVENANTS

ARTICLE I:
Property Description

Section 1.1: The Property. The real property (“Property”) which is and shall be held, transferred, sold, conveyed, given, donated, leased, and occupied subject to these Covenants, is described as follows and shown in Exhibit A:

[Legal description to be inserted upon submittal of survey]

PART TWO
LAND USE RESTRICTIONS

ARTICLE II:
General Land Use Restrictions and Obligations

Section 2.1: Occupancy Requirements. All workforce housing units shall be occupied by an eligible household, verified by a Certificate of Eligibility submitted to the Town, or its designee, that meets the standards below:

- a) Household income shall be between 60 and 80 percent of the most recently published U.S. Department of Housing and Urban Development (HUD) Area Median Income (AMI) for Beaufort County for rental units; or,
- b) Household income shall be between 80 and 100 percent of the most recently published HUD AMI for Beaufort County for owner-occupied units; and,
- c) All eligible households shall have at least one person who is employed at a lawfully licensed business within the Town of Hilton Head Island.

Section 2.2: Restrictions on Rental of Workforce Housing Units for Less than 90 days. The Property Owner shall not execute or enter into any lease(s) with a term for less than 90 days per lease. In the event that such a lease is executed or entered into, said lease shall be considered void and of no legal effect.

Section 2.3: Homeowner’s Association. If the Project proposes to create a Homeowner’s Association (HOA) for the management and maintenance of the Project, the HOA dues for any workforce housing unit shall be a maximum of 75% of the dues charged for a market-rate unit.

Section 2.4: Restrictions on Sale or Transfer. These Covenants shall be binding upon the Property Owner and its successors and assigns, and the restrictions contained herein shall run with the Property and shall be legally binding upon all subsequent owners, lessees, or other occupiers or users.

In the event the Property Owner chooses to sell, transfer, or exchange the Property or any portion thereof, the following shall pertain:

- A. Prior to the sale of an owner-occupied workforce housing unit, the Town, or its designee, shall be notified of the owner's intent to place the unit for sale.
- B. In the event the Property Owner voluntarily or involuntarily transfers the Property or workforce housing unit pursuant to operation of law, court order, divorce, death, or other similar transfer of legal or beneficial title to all or any part of the Property to a transferee, heir, devisee, or other personal representative, such transfer shall be automatically bound by all the terms, obligations, and provisions of this Declaration.

Section 2.5: Deed. During the duration of this Declaration, the Property Owner and its successors and assigns shall include the following warning on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property:

WARNING: This Property is Subject to a Declaration of Covenants, Restrictions and Limitations for the Workforce Housing Program Recorded in the Register of Deeds Office for Beaufort County, South Carolina, in Official Record Book Page _____ at Page _____.

In addition, prospective purchasers of any interest or option in the Property, prior to taking such an interest or option, shall be separately informed by the Property Owner and its successors and assigns, regarding the existence of these Covenants.

PART THREE
GENERAL

ARTICLE III:
General Provisions

Section 3.1: Duration of Covenants. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from date of the final Certificate of Occupancy issued on the Property. After such period, these Covenants and all of its restrictions shall irrevocably and permanently terminate without any act from the Town or occupant of the Project.

Section 3.2: Remedies in the Event of Violation or Breach. In the event of a violation or breach of any of the restrictions contained herein by the Property Owner, its agents, successors, or assigns, the Town shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and the Town shall have the right to recover all costs and expenses or suit in such action, including reasonable attorneys' fees and costs whether or not incurred in conjunction with appellate proceedings.

Section 3.3: Severability. If any provision of these Covenants is held to be invalid, unenforceable, or illegal for any reason, said provision shall be severed from all other provisions and shall in no way affect any of the other provisions, but they shall remain in full force and effect.

Section 3.4: Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Property Owner as expressed in the recitals of these Covenants.

Section 3.5: Enforcement. In addition to the foregoing, the Town shall have the right, but not be obligated, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Violators shall be obligated to reimburse the Town in full for its direct and indirect costs, including but not limited to legal fees incurred by the Town in maintaining compliance with these Covenants in the event the Town prevails in such proceedings.

Section 3.6: Gender, Tense, and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

IN WITNESS THEREOF, the Town and the Property Owner have caused these Covenants to be executed by and through their duly authorized officers, and have set their hands and seals on of this _____ day of _____, 20____.

WITNESSES:

PROPERTY OWNER:

By:
Its:

WITNESSES:

TOWN:

Town of Hilton Head Island

By:
Its: Town Manager

A RESOLUTION OF THE TOWN OF HILTON HEAD ISLAND

RESOLUTION 2021-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, APPROVING DECLARATION OF COVENANTS, RESTRICTIONS AND LIMITATIONS RUNNING WITH CERTAIN LANDS (“COVENANTS”) AND WORKFORCE HOUSING AND RENTAL WORKFORCE HOUSING AGREEMENTS AND AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE SAID DOCUMENTS FOR EACH PROJECT PARTICIPATING IN THE WORKFORCE HOUSING PROGRAM.

WHEREAS, Town Council identified Workforce Availability, including Workforce Housing, as a Key 2018 Town Council Priority; and

WHEREAS, on November 5, 2019, Town Council accepted the Workforce Housing Strategic Plan prepared by Lisa Sturtevant & Associates, LLC and approved a policy framework for a workforce housing program on the island; and

WHEREAS, on November 4, 2020 and February 16, 2021, Town Council adopted amendments to the Land Management Ordinance creating a Workforce Housing Program and incentives to encourage the development of workforce housing; and

WHEREAS, the Workforce Housing Program is support by several goals, strategies, and tactics from the adopted Our Plan; and

WHEREAS, there are several requirements to participate in the Workforce Housing Program including the recording of Covenants on the property and execution of an Agreement with the Town to ensure compliance with the provisions of the Workforce Housing Program; and

WHEREAS, the Public Planning Committee held a public meeting on March 25, 2021 at which time a presentation was made by Staff and an opportunity was given for the public to comment on the proposed Declaration of Covenants, Restrictions, and Limitations Running with Certain Lands, Workforce Housing and Rental Workforce Housing Agreements; and

WHEREAS, after consideration of the Staff presentation and public comments, the Public Planning Committee voted unanimously to recommend approval of the proposed Covenants and Agreements; and

WHEREAS, a blanket approval by Town Council of the proposed Covenants and Agreements will allow staff to work with property owners and developers to complete and execute said documents as required to participate in the Workforce Housing Program; and

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina has determined that it is in the best interest of the Town of Hilton Head Island, South Carolina, to

approve the proposed Declaration of Covenants, Restrictions, and Limitations Running with Certain Land, Workforce Housing and Rental Workforce Housing Agreements and authorize the Mayor and Town Manager to execute said documents for each project participating in the Workforce Housing Program.

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA:

1. The Mayor and Town Manager are authorized to execute said documents for each project participating in the Workforce Housing Program.

MOVED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2021.

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

John McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

TOWN OF HILTON HEAD ISLAND WORKFORCE HOUSING AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between
(name of owner/corporation and mailing address) _____
_____ (hereinafter "Property Owner"),
and the **TOWN OF HILTON HEAD ISLAND**, a municipal corporation of the State of South Carolina with
offices at Town Hall, One Town Center Court, Hilton Head Island, SC 29928 (hereinafter "Town").

RECITALS

WHEREAS, the Property Owner is the owner of certain real property (hereinafter "Property")
located in the Town of Hilton Head Island, County of Beaufort, State of South Carolina, commonly known
as *(address, parcel number, and/or name)* _____
_____, and legally described
in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, in consideration of the authorization of a development permit to approve
(development name, type of development, and project description) _____

_____ (hereinafter the "Project"); and

WHEREAS, the Project is subject to the Workforce Housing Program requirements described in
Section 16-4-105 of the Town's Land Management Ordinance (LMO); and

WHEREAS, pursuant to LMO Section 16-4-105.A Workforce Housing Density:

1. For a Commercial Conversion Project, in exchange for the Town granting the Property Owner a reduction in the minimum unit size by 30% and permitting up to 50% of the units in the development to be micro-efficiency and/or studio units, the Property Owner is required to provide at least 20% workforce housing units, totaling _____ workforce units within the Project; or
2. For a Density Bonus Project, in exchange for the Town granting the Property Owner a density bonus of up to 100% above the base residential density with a maximum density of 12 units per acre, the Property Owner is required to provide at least 50% of all units in the development as workforce housing, totaling _____ workforce units within the Project; or
3. For a Density Bonus Project, in exchange for the Town granting the Property Owner a density bonus of up to 50% above the base residential density with a maximum density of 12 units per acre, the Property Owner is required to provide at least 25% of all units in the development as workforce housing, totaling _____ workforce units within the Project; and

WHEREAS, the terms and conditions of a Workforce Housing Agreement for the Project have been agreed upon between the Property Owner and the Town and are set forth herein;

NOW THEREFORE, in consideration of accomplishing the purposes of this Agreement and the mutual covenants and promises made to each other, the Property Owner and the Town agree as follows:

SECTION I. PURPOSE:

The purpose of this Agreement is to provide the mechanism for the provision of required workforce housing units within the proposed residential component of the Project.

SECTION II. COMMITMENT:

The Property Owner hereby commits, subject to the terms and conditions of this Agreement, to the provision of _____ workforce housing units within the residential component of this Project.

SECTION III. WORKFORCE HOUSING:

For the purposes of the Agreement, the term “Workforce Housing” shall mean housing that is affordable to households earning 60 to 100 percent of the most recently published U.S. Department of Housing and Urban Development (HUD) Area Median Income (AMI) for Beaufort County.

SECTION IV. IMPLEMENTATION:

A. Types of Workforce Housing Units:

Workforce housing units shall include a range of unit sizes comparable to units in the overall development. This Project contains _____ total units with _____ being workforce units.

Number of Workforce Units	Type of Units	Size of Workforce Units
	Micro-Efficiency	
	Studio	
	One Bedroom Units	
	Two Bedroom Units	
	Three Bedroom Units	

B. Integration of Workforce Housing Units within the Project:

Workforce housing units will be integrated within the residential areas of the Project and will be of similar architecture, design, and quality as market-rate residential units.

C. Eligibility Criteria:

The Property Owner must submit a Certificate of Eligibility verifying that the following eligibility criteria are met for each household occupying a workforce housing unit:

1. Household income shall be between 80 and 100 percent of the most recently published HUD Area Median Income (AMI) for Beaufort County for owner-occupied units.
2. Eligible households shall occupy a workforce housing unit as their sole residence.
3. Eligible households shall have at least one person who is employed at a lawfully licensed business within the Town of Hilton Head Island.

D. Distribution of Workforce Housing Units within the Project:

1. Workforce Housing units are required to be mixed with and not clustered together or segregated in any way from, market-rate units.
2. If the development contains a phasing plan, the phasing plan shall provide for the development of workforce units concurrently with the market-rate units.

SECTION V. ADMINISTRATION:

- A. The Property Owner shall provide a Certificate of Eligibility for each household to the Town, or its designee.
- B. The Property Owner shall comply with the sale and resale price provisions of Section 16-4-105.E of the LMO.

SECTION VI. TERM:

This Agreement shall expire 30 years from the date the last Certificate of Occupancy is issued for the final workforce housing unit covered by this Agreement. After the 30 year term is complete, the Property Owner will be free to rent or sell workforce units at market-rate.

SECTION VII. MISCELLANEOUS:

- A. This Agreement may not be cancelled, modified, changed, or supplemented, nor may any obligation hereunder be waived, except in writing signed by the parties hereunder.
- B. This Agreement shall extend to and be binding upon the successors, legal representatives, heirs, executors, administrators, and the permitted assigns of the parties hereto.
- C. If any provision or provisions of this Agreement shall be held invalid, illegal, unenforceable, or in conflict with the State of South Carolina or the United States, that provision or those provisions shall be deemed to be null and void and shall be deemed severed from the Agreement, and the

validity, legality, and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

In Witness whereof, the Parties hereto, by and through their duly authorized officers, have set their hands and seals as of this _____ day of _____, 20____.

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

By: _____ (L.S.)
_____ (print)
Mayor

Attest: _____ (L.S.)
_____ (print)
Town Manager

PROPERTY OWNER

By: _____ (L.S.)
_____ (print)
Title: _____

Attest: _____ (L.S.)
_____ (print)
Title: _____

**TOWN OF HILTON HEAD ISLAND
RENTAL WORKFORCE HOUSING AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between
(name of owner/corporation and mailing address) _____
_____ (hereinafter “Property Owner”),
and the **TOWN OF HILTON HEAD ISLAND**, a municipal corporation of the State of South Carolina with
offices at Town Hall, One Town Center Court, Hilton Head Island, SC 29928 (hereinafter “Town”).

RECITALS

WHEREAS, the Property Owner is the owner of certain real property (hereinafter “Property”) located in the Town of Hilton Head Island, County of Beaufort, State of South Carolina, commonly known as *(address, parcel number, and/or name)* _____
_____, and legally described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, in consideration of the authorization of a development permit to approve *(development name, type of development, and project description)* _____

_____ (hereinafter the “Project”); and

WHEREAS, the PROJECT is subject to the Workforce Housing Program requirements described in Section 16-4-105 of the Town’s Land Management Ordinance (LMO); and

WHEREAS, pursuant to LMO Section 16-4-105.A Workforce Housing Density:

1. For a Commercial Conversion Project, in exchange for the Town granting the Property Owner a reduction in the minimum unit size by 30% and permitting up to 50% of the units in the development to be micro-efficiency and/or studio units, the Property Owner is required to provide at least 20% workforce housing units, totaling _____ workforce units within the Project; or
2. For a Density Bonus Project, in exchange for the Town granting the Property Owner a density bonus of up to 100% above the base residential density with a maximum density of 12 units per acre, the Property Owner is required to provide at least 50% of all units in the development as workforce housing, totaling _____ workforce units within the Project; or
3. For a Density Bonus Project, in exchange for the Town granting the Property Owner a density bonus of up to 50% above the base residential density with a maximum density of 12 units per acre, the Property Owner is required to provide at least 25% of all units in the development as workforce housing, totaling _____ workforce units within the Project; and

WHEREAS, the terms and conditions of a Workforce Housing Agreement for the Project have been agreed upon between the Property Owner and the Town and are set forth herein;

NOW THEREFORE, in consideration of accomplishing the purposes of this Agreement and the mutual covenants and promises made to each other, the Property Owner and the Town agree as follows:

SECTION I. PURPOSE:

The purpose of this Agreement is to provide the mechanism which will implement the required workforce housing units within the proposed residential component of the Project.

SECTION II. COMMITMENT:

The Property Owner hereby commits, subject to the terms and conditions of this Agreement, to the provision of _____ workforce housing units within the residential component of this Project.

SECTION III. WORKFORCE HOUSING:

For the purposes of the Agreement, the term “Workforce Housing” shall mean housing that is affordable to households earning 60 to 100 percent of the most recently published U.S. Department of Housing and Urban Development (HUD) Area Median Income (AMI) for Beaufort County.

SECTION IV. IMPLEMENTATION:

A. Types of Workforce Housing Units:

Workforce housing units shall include a range of unit sizes comparable to units in the overall development. This Project contains _____ total units with _____ being workforce units.

Number of Workforce Units	Type of Units	Size of Workforce Units
	Micro-Efficiency	
	Studio	
	One Bedroom Units	
	Two Bedroom Units	
	Three Bedroom Units	

B. Integration of Workforce Housing Units within the Project:

Workforce housing units will be integrated within the residential areas of the Project and will be of similar architecture, design, and quality as market-rate residential units.

C. Eligibility Criteria:

The Property Owner must submit a Certificate of Eligibility verifying that the following eligibility criteria are met for each household occupying a workforce housing unit:

1. Household income shall be between 60 and 80 percent of the most recently published HUD Area Median Income (AMI) for Beaufort County for rental units.
2. Eligible households shall occupy a workforce housing unit as their sole residence.
3. Eligible households shall have at least one person who is employed at a lawfully licensed business within the Town of Hilton Head Island.

D. Distribution of Workforce Housing Units within the Project:

1. Workforce Housing units are required to be mixed with and not clustered together or segregated in any way from, market-rate units.
2. If the development contains a phasing plan, the phasing plan shall provide for the development of workforce units concurrently with the market-rate units.

SECTION V. ADMINISTRATION:

- A. The Property Owner shall provide a Certificate of Eligibility for each household to the Town, or its designee.
- B. The Property Owner shall provide a sworn affidavit to the Town, or its designee, certifying that the rental rate(s) meet the requirements of Section 16-4-105.F of the LMO.

SECTION VI. TERM:

This Agreement shall expire thirty (30) years from the date the last Certificate of Occupancy is issued for the final workforce housing unit covered by this Agreement. After the thirty (30) year term is complete, the Property Owner will be free to rent or sell workforce units at market-rate.

SECTION VII. MISCELLANEOUS:

- A. This Agreement may not be cancelled, modified, changed, or supplemented, nor may any obligation hereunder be waived, except in writing signed by the parties hereunder.
- B. This Agreement shall extend to and be binding upon the successors, legal representatives, heirs, executors, administrators, and the permitted assigns of the parties hereto.
- C. If any provision or provisions of this Agreement shall be held invalid, illegal, unenforceable, or in conflict with the State of South Carolina or the United States, that provision or those provisions shall be deemed to be null and void and shall be deemed severed from the Agreement, and the

validity, legality, and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

In Witness whereof, the Parties hereto, by and through their duly authorized officers, have set their hands and seals as of this _____ day of _____, 20____.

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

By: _____ (L.S.)
_____ (print)
Mayor

Attest: _____ (L.S.)
_____ (print)
Town Manager

PROPERTY OWNER

By: _____ (L.S.)
_____ (print)
Title: _____

Attest: _____ (L.S.)
_____ (print)
Title: _____