



Town of Hilton Head Island
**COMMUNITY SERVICES AND PUBLIC
SAFETY COMMITTEE MEETING**
Monday, February 28, 2022, 10:00 AM
AGENDA

The Community Services & Public Safety Committee meeting will be held in-person at Town Hall in the Benjamin M. Racusin Council Chambers. The meeting can be viewed on the [Town's Public Meetings Facebook Page](#) , the [Beaufort County Channel](#) and Spectrum Channel 1304.

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. Roll Call

4. Approval of the Agenda

5. Approval of the Minutes

a. Regular Meeting – January 24, 2022

6. Appearance by Citizens

Citizens who wish to address the Committee concerning agenda items, may do so by contacting the Town Clerk at 843.341.4701, no later than 4:30 p.m., Friday, February 25, 2022

Citizens may also submit written comments concerning any of the items on the agenda through the eComment portal. The eComment portal can be found by following this link: [February 28, 2022 Community Services & Public Safety Meeting Information](#), by clicking on the eComment icon.

7. New Business

a. Consideration of an Ordinance amending Section 2-5-70 of the Town Code for Hilton Head Island, South Carolina to allow for public comment at a Town Council meeting by any interested party during the appearance by citizens portion of the agenda

b. Joint Ownership and Operating Agreement between the Town and Beaufort County related to the development and operation of Fords Shell Ring property

c. Termination of Easements and Creation of an Access and Utility Easement on Fords Shell Ring property

8. Executive Session

- a. Discussion of Personnel Matters Related to the Appointments to the Design Review Board [pursuant to SC Freedom of Information Act Sec. 30-4-70(a)(1)]

9. Possible actions by the Committee concerning matters discussed in Executive Session

10. Adjournment

Please note, a quorum of Town Council may result if four (4) or more of their members attend this meeting.



Town of Hilton Head Island
**Community Services & Public Safety
Committee**

Monday, January 24, 2022 – 10:00 a.m.

MINUTES

Present from the Committee: Bill Harkins, *Chairman*; David Ames; Tom Lennox; Tamara Becker; Glenn Stanford, *Alternate*

Present from Town Council: Alex Brown

Present from Town Staff: Joshua Gruber, *Deputy Town Manager*; Shawn Colin, *Senior Advisor to the Town Manager*; Angie Stone, *Assistant Town Manager*; Brad Tadlock, *Fire Chief*; Jeff Buckalew, *Interim-Director of Infrastructure Services*; Chris Yates, *Interim-Director of Community Development*; Chris Blankenship, *Deputy Chief-Operations*; Joheida Fister, *Deputy Chief-Administration/Fire Marshal*; Aaron Black, *Facilities Manager*; Krista Wiedmeyer, *Town Clerk*; Karen Knox, *Senior Administrative Assistant*

1. Call to Order

Chairman Harkins called the meeting to order at 10:00 a.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.

Ms. Wiedmeyer confirmed compliance with FOIA.

3. Roll Call

Attendance was confirmed.

4. Approval of Agenda

Mr. Ames moved to approve. Ms. Becker seconded. The Agenda was unanimously approved.

5. Approval of Minutes

a. Regular Meeting – November 22, 2021

b. Special Meeting – January 13, 2022

Mr. Ames moved to approve both the Minutes of November 22, 2021, and January 13, 2022. Ms. Becker seconded. The Minutes were unanimously approved.

6. Appearance by Citizens

There were no requests from citizens to appear before the Committee.

7. New Business

- a) **Fire Rescue presentation on the updated 2021 Hilton Head Island Fire Rescue Community Risk Assessment/Standards of Cover Document that was submitted to support the department's reaccreditation process from the Commission on Fire Accreditation International**

Chief Tadlock stated a Community Risk Assessment and Standards Cover is an essential element in the Center for Public Safety Excellence accreditation model. The development of the document involves the research and evaluation of the risks that can impact the community, along with an analysis of the department's current deployment model and response date to determine our effectiveness in mitigating those risks.

Hilton Head Island Fire Rescue is committed to the goal of continuous improvement. The information contained in the Community Risk Assessment/Standards of Cover documents: 2019 Strategic Plan and the 2021 Self-Assessment Manual serve as the guides to constantly challenge the department to establish high standards, evaluate our performance, adjust processes, and implement change that ensures continuous improvement is an outcome and becomes the department's culture.

At the conclusion of Chief Tadlock's presentation, he answered questions from the Committee. The Committee thanked Chief Tadlock for his very thorough presentation

Chief Tadlock thanked his staff as this was a team effort. It was a very comprehensive document to pull together.

8. Adjournment

By way of unanimous vote, the meeting was adjourned at 11:03 a.m.

Submitted by: Karen D. Knox, Secretary

Approved: [Date]

The recording of this meeting can be found on the Town's website at www.hiltonheadislandsc.gov



TOWN OF HILTON HEAD ISLAND

Staff Report Memo

TO: Town Council
FROM: Joshua A. Gruber, Deputy Town Manager
VIA: Marc Orlando, Town Manager

DATE: January 12, 2022
SUBJECT: Consideration of Proposed Ordinance 2022-04, Amending Chapter 5 of Title 2 (Meetings of Council and Rules of Procedure), Section 2-5-70 (Appearance by Citizens) of the Municipal Code of the Town of Hilton Head Island

Recommendation:

Staff recommends approval of Proposed Ordinance 2022-04, amending Chapter 5 of Title 2 (Meetings of Council and Rules of Procedure), Section 2-7-70 (Appearance by Citizens) to allow any interested party to appear before Town Council.

Summary:

The current language of Section 2-7-70 (Appearance by Citizens) of the Municipal Code of the Town of Hilton Head Island limits public comments to only citizens of the Town of Hilton Head Island. This is not an accurate reflection of the current practices of the Town in allowing any individual to speak so long as they have signed up to do so in advance of the meeting.

Proposed Ordinance 2022-04 amends Section 2-7-70 to authorize any interested party to appear before Town Council at any regular meeting during the appearance by citizens. Furthermore, any interested party shall be entitled to address Town Council on a specific agenda item during the old business or new business portions of the agenda after Town Council has conclude its discussion.

Background:

In order to ensure that the Town's practices accurately reflect the language contained within its Code, Proposed Ordinance 2022-04 should be adopted to allow any interested party to appear and speak before Town Council.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2022-04

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND TO AMEND CHAPTER 5 OF TITLE 2 (MEETINGS OF COUNCIL AND RULES OF PROCEDURE), OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 2-5-70, APPEARANCE BY CITIZENS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council originally adopted Chapter 5 of Title 2 on September 26, 1983 and subsequently amended Section 2-5-70, Appearance by Citizens, on May 2, 1994 and January 15, 2019; and

WHEREAS, Section 2-5-70 currently provides that only citizens of the Town of Hilton Head Island shall be entitled to appear before Town Council at any regular meeting; and

WHEREAS, Town Council has not been enforcing this requirement and has been allowing any interested party to appear before Town Council; and

WHEREAS, Town Council now desires to amend Section 2-5-70 to formally adopt its actual practice of allowing any interested party to appear before Town Council.

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

NOTE: Underlined and bold-face typed portions indicate additions to the municipal code. ~~Stricken~~ portions indicate deletions to the municipal code.

Section 1: Amendment. That Section 2-5-70 (Appearance by Citizens) of the Municipal Code of The Town of Hilton Head Island, South Carolina, is hereby amended as follows:

“Section 2-5-70. Appearance by Citizens.”

- (a) Any ~~citizen of the town~~ **interested party** shall be entitled to appear before the council at any regular meeting during the appearance by citizens portion of the agenda to present any matters pertaining to the town.
- (b) ~~Citizens~~ **Interested parties** shall be entitled to address council on a specific agenda item during the old business or new business portions of the agenda after council has concluded its discussion on such item, but prior to a council vote.
- (c) ~~Citizens~~ **Interested parties** desiring to present a matter at a regular meeting must notify the town receptionist or the presiding officer by twelve o'clock (12:00) noon on the date of such

meeting. Notice must be given prior to each separate meeting at which they desire to address council. Citizens desiring to address council on an agenda item during the old business or new business portions of the agenda need not provide notification. No person shall address the council without first being recognized by the mayor.

(d) Each person addressing the council during the appearance by citizens portion on the agenda, or during the specific agenda discussion, shall step up to the place provided for the use of the public and give his name and address in an audible tone of voice for the records, state the subject he wishes to discuss, state whom he is representing and if he represents an organization or other persons, present the authority for such right to speak on the subject matter on behalf of an organization or other persons.

(e) Unless further time is granted by majority vote of the council, he shall limit his remarks to three (3) minutes. All remarks shall be addressed to the council as a whole and not to any member thereof.

(f) No person other than members of the council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the mayor.

(g) No question may be asked a council member without the permission of the mayor.

(h) Public hearings may be a part of a regular meeting when appropriate or can be the sole subject of a called special meeting.

(i) Those persons desiring to make presentations at publicly noticed hearings at either regular or special meetings may so indicate by completing and presenting to the clerk, prior to the start of a hearing, a request to be heard. Such presentations must deal only with the subject of the hearing as indicated in the agenda. Deviation from this will not be permitted. Where time permits, following the appearance of those who have filed requests to be heard, others desiring to be heard may so indicate by raising their hands and being recognized by the chair.

(j) In order to expedite matters at any public hearing and to avoid repetitious presentations, whenever any group of persons wishes to address the council on the same subject matter, it shall be proper for the mayor to request that a spokesman be chosen by the group to address the council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the council.

(k) After a motion has been made or a public hearing has been closed, no member of the public shall address the council from the audience on the matter under consideration without first securing permission to do so by majority vote of the council.

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 adopting by the Town Council of the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL OF THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____, 2022.

By: _____
John J. McCann, Mayor

ATTEST:

By: _____
Krista Wiedmeyer, Town Clerk

First Reading: _____, 2022

Revised First Reading _____, 2022

Second Reading: _____

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____



TOWN OF HILTON HEAD ISLAND

Staff Report Memo

TO: Community Services & Public Safety Committee
FROM: Jayme Lopko, AICP, Senior Planner
VIA: Shawn Colin, AICP, Senior Advisor to the Town Manager
VIA: Anne Cyran, AICP, Interim Comprehensive Planning Manager
DATE: February 8, 2022
SUBJECT: Fords Shell Ring Joint Ownership & Operating Agreement

Recommendation: Staff recommends the Community Services and Public Safety Committee forward a recommendation to Town Council authorizing the execution of a Joint Ownership and Operating Agreement with Beaufort County related to development and operation of the Fords Shell Ring property.

Summary: The execution of a Joint Ownership and Operating Agreement will allow for public access to, and interpretation of the Ford Shell Ring property located at 273 Squire Pope Road.

Background: The Fords Shell Ring property was purchased jointly by the Town and Beaufort County in 2003.

Beaufort County allocated \$250k in Rural and Critical Lands Preservation bond funds for use toward capital improvements on the Ford Shell Ring property. The anticipated cost for planning for this project is \$50k with the remaining \$200k available for permitting and construction of improvements to the property.

The proposed improvements to the property are minor and contain only pervious materials. The entrance off Squire Pope Road will be widened to accommodate two-way traffic, which will include improvements to the existing drainage. The entrance will include a swing gate and a park sign similar in design to existing Town park signs. A small, gravel parking area lined with a split-rail fence will be installed upon entry to the property. A pedestrian access point with an information kiosk will be located at the trail head near the parking area. There is an existing trail around the Fords Shell Ring that will be brushed-back to allow for a 10-foot-wide walking trail loop with interpretive and wayfinding signage along the trail.

As proposed in the Joint Ownership and Operating Agreement, Beaufort County will be responsible for all costs related to planning, as well as construction or repair of capital improvements on the property. The Town will be responsible for general maintenance including mowing and clearing of the trail and the open/close of the gate on the property.

Beaufort County indicated that any improvements beyond the current scope shall be at the sole expense of the Town, including the overlook as proposed by town Council.

Attachments:

1. Presentation
2. Resolution
3. Joint Ownership and Operating Agreement
4. Joint Ownership and Operating Agreement Exhibit A – Legal Description
5. Joint Ownership and Operating Agreement Exhibit B – Site Plan



Town of Hilton Head Island Fords Shell Ring Joint Ownership & Operating Agreement

Community Services & Public Safety Committee

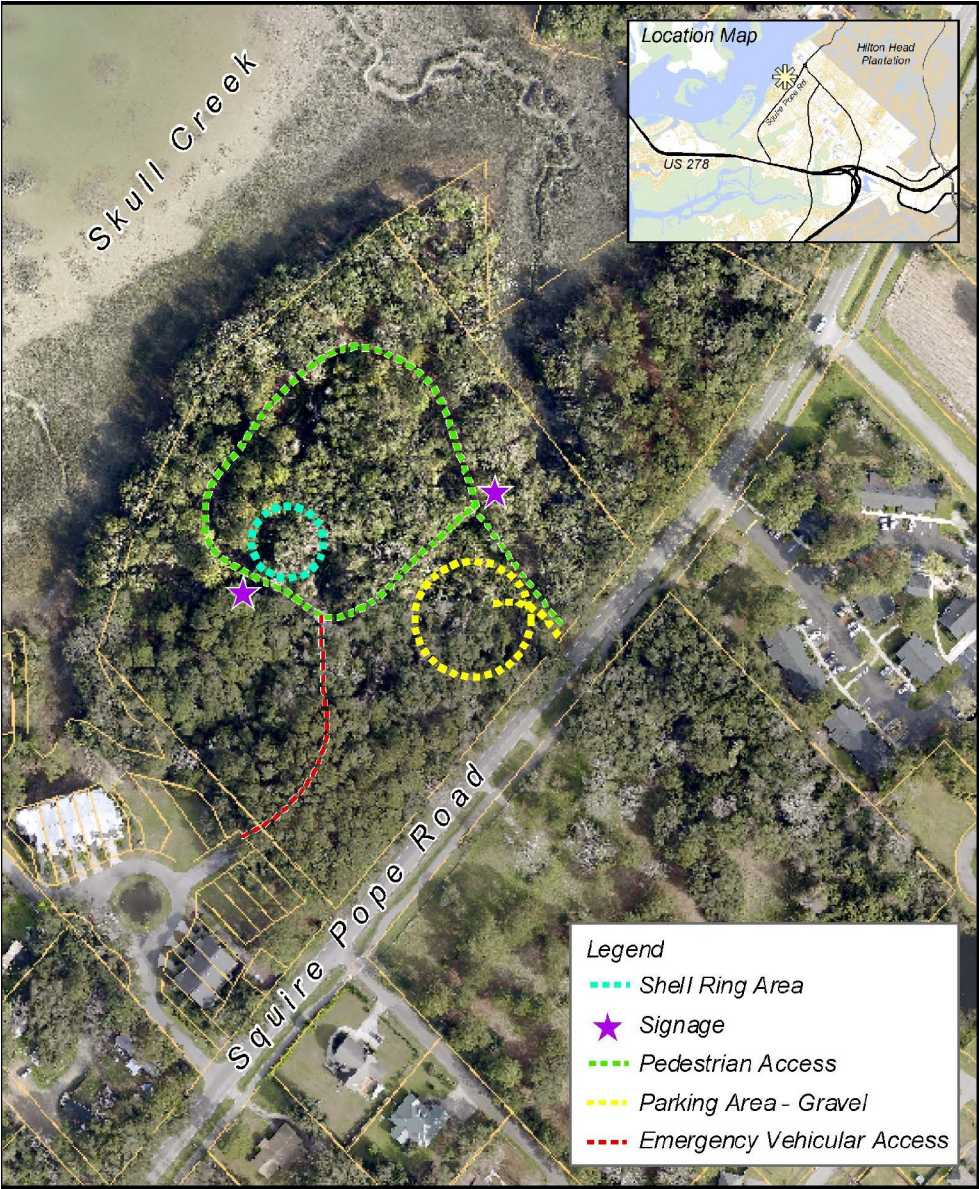
February 28, 2022



Agenda

- ▶ Location & Current Conditions
- ▶ Joint Ownership & Operating Agreement
 - ▶ Financial and Maintenance Responsibilities
- ▶ Next Steps

Location & Current Conditions





Joint Ownership & Operating Agreement

- ▶ Town and Beaufort County jointly purchased the Fords Shell Ring property and entered in an Intergovernmental Agreement in 2003
- ▶ Beaufort County Council approved the Joint Ownership & Operating Agreement in April of 2021
- ▶ Option to enter into Agreement with Archaeological Society for tours, inspections, clean-up and minor maintenance



Financial & Maintenance Responsibilities

- ▶ Agreement details responsibilities of Town and County related to the development and maintenance of the park
- ▶ Beaufort County responsible for major alterations and capital improvements
- ▶ Town responsible for routine maintenance



Next Steps

- ▶ Community Services and Public Safety Committee review and recommendation February 28, 2022
- ▶ If approved, item will be brought forward for consideration to Town Council as early as March 15, 2022

If Approved by Town Council:

- ▶ Execution of Joint Ownership & Operating Agreement with Beaufort County
- ▶ Continue to work with Beaufort County on permitting and construction of the park
- ▶ Additional Town Council suggested elements pursued through Town CIP Program



Town of Hilton Head Island Fords Shell Ring Joint Ownership & Operating Agreement

Community Services & Public Safety Committee

February 28, 2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A JOINT OWNERSHIP AND OPERATING AGREEMENT WITH BEAUFORT COUNTY, SOUTH CAROLINA, RELATED TO THE DEVELOPMENT AND OPERATION OF THE FORDS SHELL RING PROPERTY.

WHEREAS, in 2003, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, jointly purchased parcel R511 003 000 0222 000, located at 273 Squire Pope Road and commonly referred to as Fords Shell Ring; and

WHEREAS, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, provide parks and recreation facilities on the Island; and

WHEREAS, parks and recreation are recognized as important to the health, well-being, and quality of life for Island residents and visitors;

WHEREAS, having high quality parks and recreation is an important part of the Town of Hilton Head Island's interest and investment for the Island community;

WHEREAS, on October 20, 2020, Town Council adopted Our Plan 2020–2040, the Town of Hilton Head Island Comprehensive Plan; and

WHEREAS, Our Plan Parks and Recreation Goal 3 is to celebrate the unique natural amenities and cultural assets of the Island through education facilities and programs in public parks Inclusive Goal 2 is to identify and re-imagine historic places and venues so that they are inviting and accessible, and Regional Tactic 4.3.2 is to coordinate conservation of regional environmental assets and plans for natural resource and habitat preservation by acquiring conservation and park land to preserve natural and cultural resources for education, interpretive, and passive recreation uses; and

WHEREAS, on March 2, 2021, Town Council approved the concept of entering into a Joint Ownership and Operating Agreement; however, requested more information regarding possibly tying of the Skull Creek to the shell ring; and

WHEREAS, the Community Services and Public Safety Committee held a public meeting on February 28, 2022, at which time a presentation was made by Staff and an opportunity was given for the public to comment on the proposed Joint Ownership and Operating Agreement; and

WHEREAS, after consideration of the Staff presentation and public comments, the Community Services and Public Safety Committee voted _____ to recommend _____ of the proposed Joint Ownership and Operating Agreement; 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

authorize the execution of a Joint Ownership and Operating Agreement with Beaufort County related to the development and operation of the Fords Shell Ring property; and

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 hereby authorized to execute and deliver that certain “Agreement”, a copy of which is attached hereto as Attachment “A”.
2. The Mayor and Town Manager are hereby authorized to take such other and further action as may be necessary to complete the actions authorized by this Resolution.

MOVED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2022.

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **FORDS SHELL RING**
) **JOINT OWNERSHIP and**
) **OPERATING AGREEMENT**

THIS FORDS SHELL RING JOINT OWNERSHIP AND OPERATING AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2022 (“Effective Date”) by and between Beaufort County, a political subdivision of the State of South Carolina (“County”), and the Town of Hilton Head Island, a political subdivision of the State of South Carolina (“Town”); collectively hereinafter referred to as the “Parties”.

WHEREAS, the Parties are joint owners of certain real property in Beaufort County, South Carolina known as Fords Shell Ring on Hilton Head Island under and by virtue of that certain general warranty deed dated May 19, 2003, and recorded in the Beaufort County Register of Deeds at Deed Book 01766, Page 0159; collectively hereinafter referred to as the “Property”; and

WHEREAS, the Parties entered into an Inter-Governmental Agreement at the time of acquisition, and the Parties agree that the previous Inter-Governmental Agreement shall be terminated; and

WHEREAS, the Parties intend that the Property shall be used as a passive park and open space with the development of interpretive displays regarding the shell ring and structure for the education and passive recreation enjoyment of the citizens of Beaufort County as provided for in this Agreement; and

WHEREAS, the Parties intend by this Agreement to delineate their respective rights, duties, and obligations respecting the joint ownership and use of the Property.

NOW, THEREFORE, in consideration of the Property and in consideration of the mutual promise, covenants, terms and conditions set forth herein, the Parties mutually agree as follows:

1. INCORPORATION OF RECITALS

The above recitals are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.

2. PROPERTY DESCRIPTION

The Property consists of 6.909 acres with the current TMS No. R511 003 000 0222 0000. The Property is further described by the legal description attached hereto and incorporated by reference as “Exhibit A”.

3. JOINT OWNERSHIP

It is acknowledged that the Parties jointly own the Property and the respective shares of ownership of the owners are as follows:

Beaufort County	50% undivided interest
Town of Hilton Head Island	50% undivided interest

The percentage of ownership stated in this Section shall not be construed as a percentage of liability for any claim.

4. TERM

The term of this Agreement shall cover a period of twenty-five (25) years, commencing on the Effective Date, unless terminated sooner pursuant to the provisions in this Agreement. The term of this Agreement may be extended for three (3) additional twenty-five (25) year terms upon the mutual agreement and written approval of both the County and Town.

5. USE OF PROPERTY

The Property shall be used as a passive park and open space for passive recreation open to the public; and subject to all applicable Town and County rules and regulations. If any applicable Town or County rule or regulation are in conflict, the Town's rules and regulations shall be followed unless the County's regulation is more restrictive and then the County's regulation shall be followed.

a. **Access to Property.** The Property shall be open to the public seven (7) days a week from dawn to dusk and operating hours shall be posted at the Property's designated entrance.

b. **Recreation Plan.** The Parties agree to develop the Property according to the passive recreation conceptual site plan, attached hereto and incorporated by reference as "Exhibit B". The plan shall include a future phase for a physical connection to Skull Creek, which may be in the form of a platform, deck or other similar structure. The Parties shall mutually agree on the planning, construction and funding of the future phase for a physical connection to Skull Creek.

c. **Visual Connection.** The Parties agree the development of the Property shall include visual connections to Skull Creek via view corridors. The Parties shall mutually agree on the location of the view corridors. The Town will implement any necessary vegetation removal, management, maintenance and permitting associated with the view corridors.

d. **Archaeological Society of South Carolina Hilton Head Chapter.** The County and Town may enter into a Use Agreement with the Archaeological Society of South Carolina Hilton Head Chapter ("ASSC-HH") whereby ASSC-HH may provide interpretive tours of the Property, monthly site inspections, litter pickups and minor trail maintenance.

6. ROUTINE AND MAJOR MAINTENANCE

County shall be responsible for major maintenance of the Property. Major maintenance shall include but not be limited to repair of the fences, gates, entrance drive, parking area and interpretive signage now or hereinafter erected on the Property. The Town shall notify the County within five (5) days of notice of any need for major maintenance on the Property. The County shall make the repairs within sixty (60) days of notice or notify the Town of additional time needed in the event the County approval process and procedures require such additional time.

Town shall be responsible for routine maintenance of the Property. Routine maintenance shall include trail mowing and trimming, blowing off the entrance drive and parking area, sign and bench cleaning and opening/closing the entrance gate. Other routine maintenance tasks may be added if major alterations or capital improvements are mutually agreed upon and constructed in the future.

There will be no utilities on the property, other than those permitted by an easement encumbering the property as recorded in the Beaufort County Register of Deeds in Book ____ Page ____.

7. MAJOR ALTERATIONS AND CAPITAL IMPROVEMENTS

Any major alterations or capital improvements on the Property shall be mutually agreed to by both Parties. The cost of such major repairs or capital improvements shall be mutually agreed to by the Parties. For purposes of this Agreement the term “major alteration” or “capital improvement” shall be deemed to be any alteration or capital improvement having a cost or expense including all labor, materials, permits, and related items totaling in excess of \$2,500.00. Items listed in Section 5 under Routine and Major Maintenance do not apply as “major alterations” or “capital improvements”.

8. INSURANCE

County and Town each shall at all times maintain a policy of tort and/or general liability insurance with limits of liability of at least \$1,000,000.00 per occurrence and in accordance with the policies and requirements of the South Carolina State Tort Claims Act.

9. SECURITY AND INSPECTIONS

It shall be the duty of County to assure adequate security is maintained on the Property through the maintenance of the fences and gates. It shall be the duty of Town to adhere to the security plan and measures, as mutually agreed upon by the Parties, and to assure that gates and secured areas remain locked when the Property is not in use.

10. NOTICE

Each party shall give the other notice of any adverse circumstances or situations arising in connection with the use of the Property including notice of any claim or dispute arising from its use. Any such notice including and any other notice necessary or appropriate under this Agreement shall be given as follows:

To Town:	Town of Hilton Head Island Attn: Town Manager One Town Center Court Hilton Head Island, SC 29928
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To County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901
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11. BREACH OF CONTRACT

If a party to this Agreement determines that the other party is in breach of the terms of this Agreement, the claiming party shall notify the other party of the breach with a First Notice and request voluntary compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such breach with a Second Notice and demand corrective action. If the noticed party fails to cure the breach within sixty (60) days after receipt of the Second Notice, the parties shall submit the issue to a mediator as set forth herein below for resolution.

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

12. TERMINATION

Either party shall have the right to terminate this Agreement for any reason upon six (6) months' prior written notice beginning with the delivery to and acceptance of the designated authority of the other party.

13. OTHER PROVISIONS

a. **Definition of Terms.** For the purpose of this Agreement, the terms "passive park" and "passive recreation" shall be defined pursuant to Beaufort County Ordinance 2018-53; all other terms shall be defined pursuant to the Town's Ordinance, and if not defined by the Town's Ordinance, then by the County's Ordinance.

b. **Mutual Cooperation.** The Parties shall cooperate with each other and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.

c. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed terminated as of the effective date of this Agreement.

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

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

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

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

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

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

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

succeeding breach of the covenant or of any other covenant.

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

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the Effective Date.

WITNESSES:

BEAUFORT COUNTY

By: _____
Name: Eric L. Greenway
Title: County Administrator

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____
Name: Marc A. Orlando
Title: Town Manager

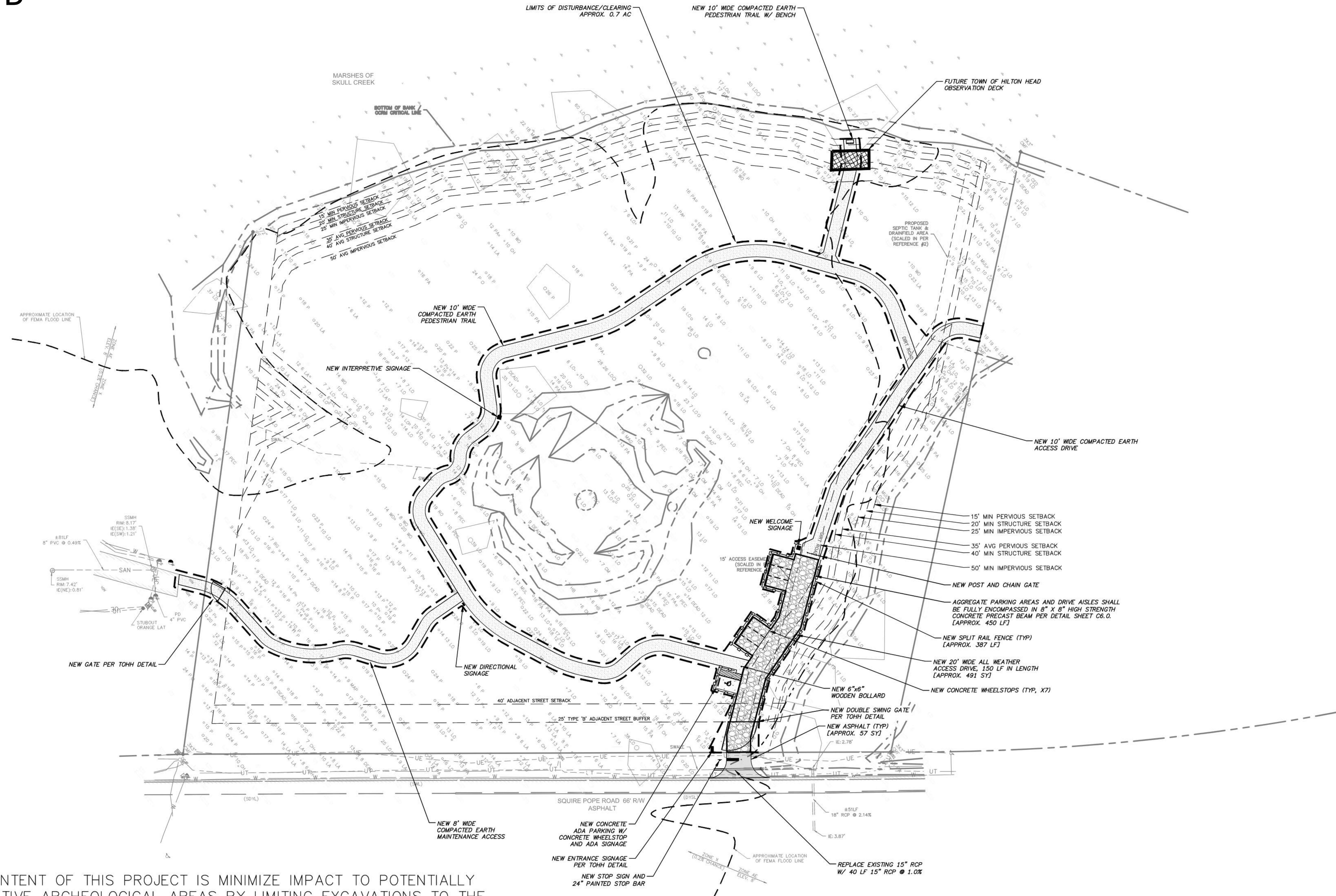
EXHIBIT B

Legal Description

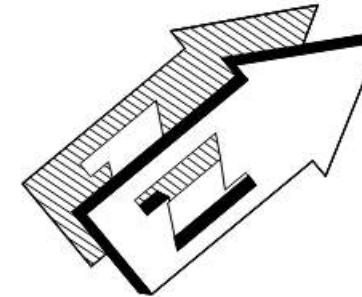
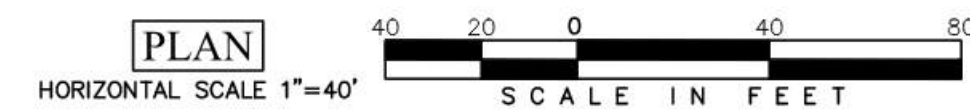
All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.909 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA"* prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at a concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64 feet, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60 feet, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and thence running N 42° 32' 47" W for a distance of 429.92 feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance of 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument.

*Property ID (PIN): R511 003 000 0222 0000

Exhibit B



THE INTENT OF THIS PROJECT IS MINIMIZE IMPACT TO POTENTIALLY SENSITIVE ARCHEOLOGICAL AREAS BY LIMITING EXCAVATIONS TO THE MAXIMUM EXTENT PRACTICABLE. CONTRACTOR SHALL SUBMIT LOW IMPACT DEVELOPMENT CONSTRUCTION PLAN WITH BID FOR REVIEW AND APPROVAL BY BEAUFORT COUNTY, TOWN OF HILTON HEAD AND ENGINEER.



CRANSTON

PRELIMINARY
NOT FOR CONSTRUCTION

REV #	DATE	DESCRIPTION

FORDS SHELL RING
SITE IMPROVEMENTS PLAN

DRAWN BY:	NLS
CHECKED BY:	MER
APPROVED BY:	MER
DATE:	10/12/2021
SCALE:	1" = 40'
JOB No.	2021-0236
DRAWING No.	C4.0

G:\AAA-ACTIVE JOBS\2021\2021-0236_FORD SHELL RING CIVIL DESIGN\AA - DRAWINGS\CIVIL\2021-0236 CIVIL PLAN SET.DWG 9/28/2021 1:01 PM



TOWN OF HILTON HEAD ISLAND

Staff Report Memo

TO: Community Services & Public Safety Committee
FROM: Jayme Lopko, AICP, Senior Planner
VIA: Shawn Colin, AICP, Senior Advisor to the Town Manager
VIA: Anne Cyran, AICP, Interim Comprehensive Planning Manager
DATE: February 8, 2022
SUBJECT: Fords Shell Ring Easements

Recommendation: Staff recommends the Community Services and Public Safety Committee forward a recommendation to Town Council authorizing the execution of a Termination of Easements and granting of an Access and Utility Easement on the Fords Shell Ring property.

Summary: The Termination of Easements will eliminate the current access easement and the proposed septic tank and drain field area near Skull Creek.

The granting of an Access and Utility Easement will provide a relocated access and new utility easement to the landlocked property located along Skull Creek, addressed as 293 Squire Pope Road, and owned by Susan Carter Barnwell.

Background: The Fords Shell Ring property was purchased jointly by the Town and Beaufort County in 2003. As part of the purchase of this property, the Town agreed to continue to provide access to the landlocked property located at 293 Squire Pope Road through the Fords Shell Ring property.

In 2021, Beaufort County allocated \$250k in Rural and Critical Lands Preservation bond funds for use toward capital improvements on the Ford Shell Ring property. As part of the development process, a survey was ordered for the property that revealed the location of the existing access easement and septic tank and drain field area.

During the design phase of the project, Town and County staff discussed the desire to relocate and expand the existing access to the property. In addition, there was a desire to eliminate the possibility that a septic tank and drain field could be located in proximity to Skull Creek.

Town and County staff worked to draft new legal documents to terminate the existing easements and create new easement that would still serve the needs of the adjacent property owner and have as little impact on the development of the Fords Shell Ring property as possible. The drafted easement documents have been shared with the adjacent property owner, Susan Carter Barnwell, and she is not opposed to the proposed changes.

Attachments:

1. Presentation
2. Ordinance
3. Ordinance Exhibit A: Termination of Easements
4. Ordinance Exhibit A, Attachment A: Easement Plat
5. Ordinance Exhibit B: Access and Utility Easement Agreement



Town of Hilton Head Island Fords Shell Ring Easements

Community Services & Public Safety Committee

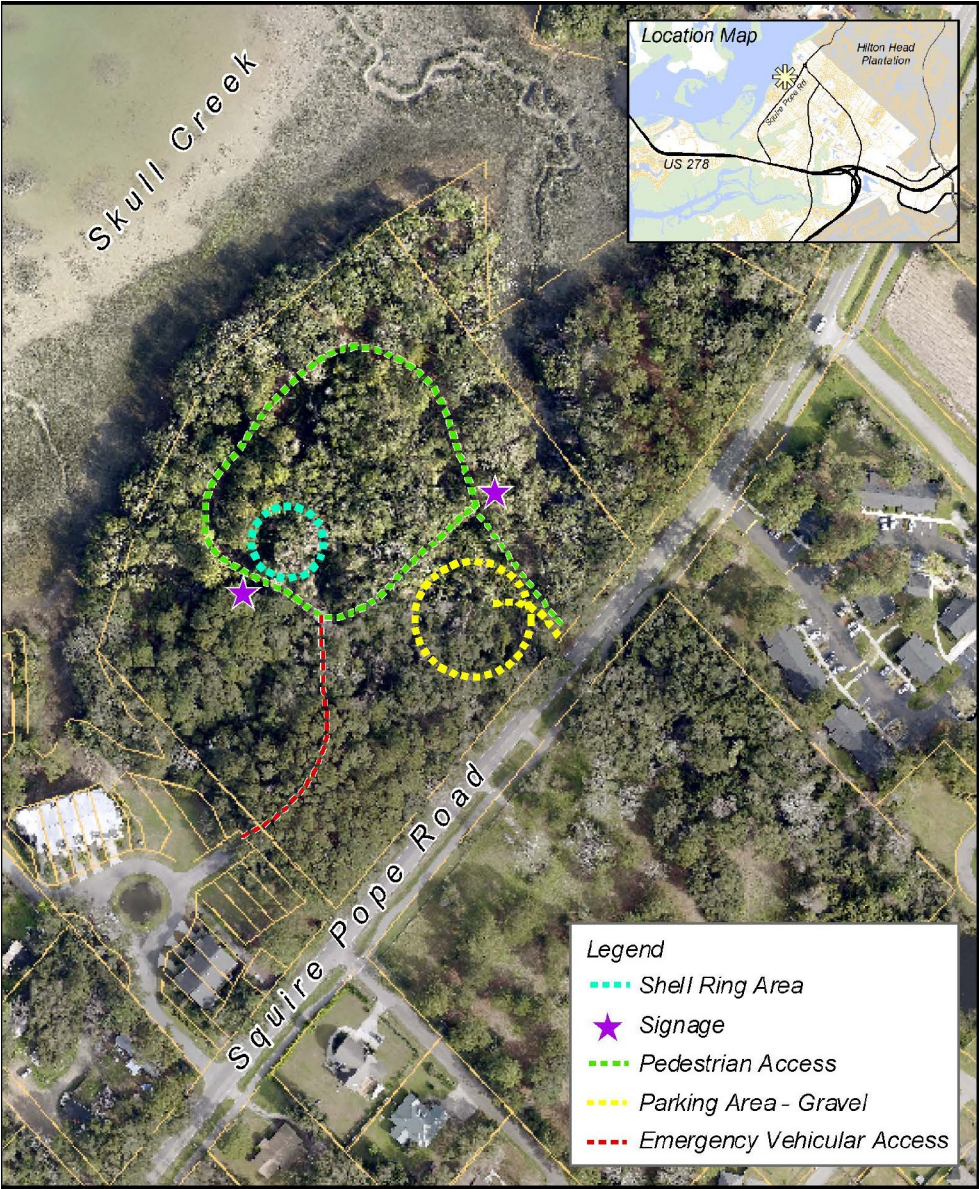
February 28, 2022



Agenda

- ▶ Location & Current Conditions
- ▶ Termination of Easements
- ▶ Access & Utility Easement
- ▶ Next Steps

Location & Current Conditions





Termination of Easements

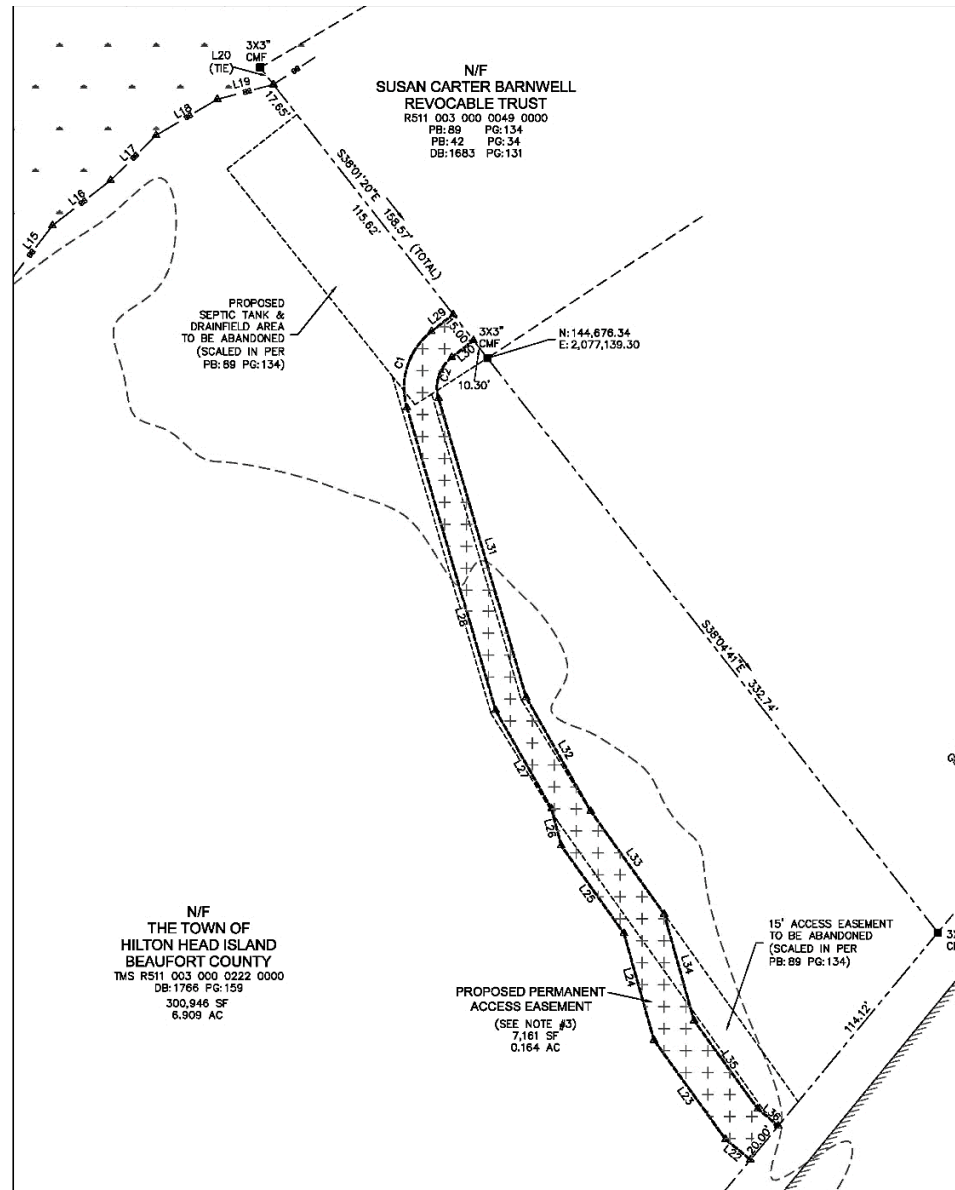
- ▶ Town & County purchased property in 2003 with an existing access easement and septic and drainfield area.
- ▶ With the proposed development of the park, the existing access will be relocated
- ▶ Sewer is available to this area. The desire is to eliminate the septic and drainfield area.



Access & Utility Easement

- ▶ New access will be relocated away from marsh and widened for two-way traffic
- ▶ Vehicle access beyond the parking area will be permitted to the Barnwell family
- ▶ Town and County not responsible for preventing public access to Barnwell property
- ▶ Utility easement included to allow for elimination of septic

- Dotted lines show existing access easement and Septic & Drainfield Area
- Hatched area shows new Access & Utility Easement





Next Steps

- ▶ County Natural Resources Committee review and recommendation anticipated on March 7, 2022
- ▶ If recommended for approval, according to County staff item will be brought forward for consideration to County Council on March 14, 2022
- ▶ Community Services and Public Safety Committee review and recommendation February 28, 2022
- ▶ If approved, item will be brought forward for consideration to Town Council as early as March 15, 2022



Next Steps

If Approved by both the Town and County:

- ▶ Execution and recording of Termination of Easements with Beaufort County and Susan Carter Barnwell
- ▶ Execution and recording of Access & Utility Easement with Beaufort County and Susan Carter Barnwell



Town of Hilton Head Island Fords Shell Ring Easements

Community Services & Public Safety Committee

February 28, 2022

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A TERMINATION OF EASEMENTS AND GRANTING OF AN ACCESS AND UTILITY EASEMENT ENCUMBERING REAL PROPERTY JOINTLY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND BEAUFORT COUNTY, SOUTH CAROLINA, LOCATED AT 273 SQUIRE POPE ROAD, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. 5-7-40 (SUPP. 2010) AND 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983, AS AMENDED); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Hilton Head Island, South Carolina (“Town”) and Beaufort County (“County”), jointly own real property located at 273 Squire Pope Road on Hilton Head Island, South Carolina, which is more particularly known and described as Beaufort County TMS#R511 003 000 0222 000, commonly referred to as Ford’s Shell Ring (“Ford’s Shell Ring); and

WHEREAS, Susan Carter Barnwell owns real property located along Skull Creek on Hilton Head Island, South Carolina, which is more particularly known and described as Beaufort County TMS#R511 003 000 0049 0000 (“Barnwell Property”); and

WHEREAS, a Proposed Septic Tank & Drainfield Area Easement and a 15-foot Access Easement currently exist on the Ford’s Shell Ring for the benefit of the Barnwell Property; and

WHEREAS, it is the desire of the Town, County and Susan Carter Barnwell to terminate the existing easements and grant a new Access and Utility Easement across the Ford’s Shell Ring property for the benefit of the Barnwell Property; 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 of Hilton Head Island, South Carolina, to authorize the execution and delivery of the Termination of Easements and the granting of an Access and Utility Easement in favor of Susan Carter Barnwell; and

WHEREAS, under the authority of S.C. Code Ann. 5-7-40 (Supp 2012), and 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983 As Amended), the termination or granting of an interest in real property owned by the Town of Hilton Head Island, South Carolina, must be authorized by the adoption of an ordinance by the Town Council for the Town of Hilton Head Island, South Carolina.

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

Section 1 - Execution, Delivery and Performance of a Termination of Easement and Granting of Easement encumbering Town-Owned Property.

- (a) The Mayor and Town Manager are hereby authorized to execute and deliver a Termination of the existing Easements encumbering Ford's Shell Ring in a form substantially similar to that which is attached here to as Exhibit "A"; and
- (b) The Mayor and Town Manager are hereby authorized to execute and deliver the Access and Utility Easement in favor of Susan Carter Barnwell in a form substantially similar to that which is attached here to as Exhibit "B"; and
- (c) The Mayor and 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 authorized by this Ordinance.

Section 2 - Severability.

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

Section 3 - Effective Date.

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

PASSED AND APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS ____ DAY OF _____, 2022.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

First Reading: _____

Second Reading: _____

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

Introduced by Council Member: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **TERMINATION OF
EASEMENT**

THIS TERMINATION OF EASEMENT (“Termination”) is made this _____ day of _____, 2022, by and between Beaufort County, South Carolina, a political subdivision of the State of South Carolina, and the Town of Hilton Head Island, South Carolina, a political subdivision of the State of South Carolina (collectively hereinafter referred to as “Property Owners”) and SUSAN CARTER BARNWELL, Trustee of the Susan Carter Barnwell Revocable Trust (hereinafter, “Barnwell”), a private landowner (hereinafter collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Property Owners own 6.909 acres of real property known as the Fords Shell Ring, TMS No. R511 003 000 0222 0000 located at 273 Squire Pope Road, Hilton Head Island, SC 29928; hereinafter the “Property”; and

WHEREAS, Barnwell is now the owner of 0.33 acres of real property identified as TMS No. R511 003 000 0049 0000 located along Skull Creek adjacent to the Property (hereinafter the “Adjacent Property”), where said Adjacent Property includes the Easement shown and described on the Plat recorded in Plat Book 89 at Page 134, and further described in Deed Book 592 at Page 1022 ; and

WHEREAS, a Plat recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 89 at Page 134, shows a “Proposed Septic Tank & Drainfield Area” on the Property, and a “15’ Access Easement” running from Squire Pope Road to the southern boundary of the Adjacent Property; and

WHEREAS, an Easement dated November 26, 1991, recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 592 at page 1022, Thomas C. Barnwell was granted an Easement encumbering the Property and benefitting the Adjacent Property; and

WHEREAS, the Parties mutually desire to terminate the Easement.

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), and the mutual performance of the covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Termination of Easement. The Parties hereby terminate, release and relinquish all rights in the Easement. The Parties acknowledge that by executing and delivering this Termination of Easement, all rights granted by the Easement are relinquished and are unenforceable by Property Owners and Barnwell and its successors in trust, heirs or assigns.
2. Successors and Assigns. This Termination of Easement shall run with the title and land of both the Property Owners and Barnwell and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their successors, successors in trust, heirs and assigns.

3. Miscellaneous.

- a. *Incorporation of Recitals.* The recitals to this Termination are incorporated as if fully set forth herein.
- b. *Remedies.* In the event either party fails to perform any of the covenants and agreements set forth in this Termination, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity.
- c. *Governing Law; Venue.* This Termination shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Termination shall be in Beaufort County, South Carolina.
- d. *Binding Effect.* This Termination shall run with the land and shall be binding upon and inure to the benefit of Property Owner, its successors and assigns, and Barnwell, its successors and assigns.
- e. *Counterparts.* This Termination may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Termination Of Easement to be executed on the date first written above.

WITNESSES:

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Eric L. Greenway, County Administrator

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

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this ____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that Beaufort County, South Carolina, by and through Eric L. Greenway, County Administrator, personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Marc A. Orlando, Town Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this ____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that The Town of Hilton Head Island, South Carolina, by and through Marc A. Orlando, Town Manager, personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

WITNESSES:

SUSAN CARTER BARNWELL REVOCABLE TRUST

Susan Carter Barnwell, Trustee

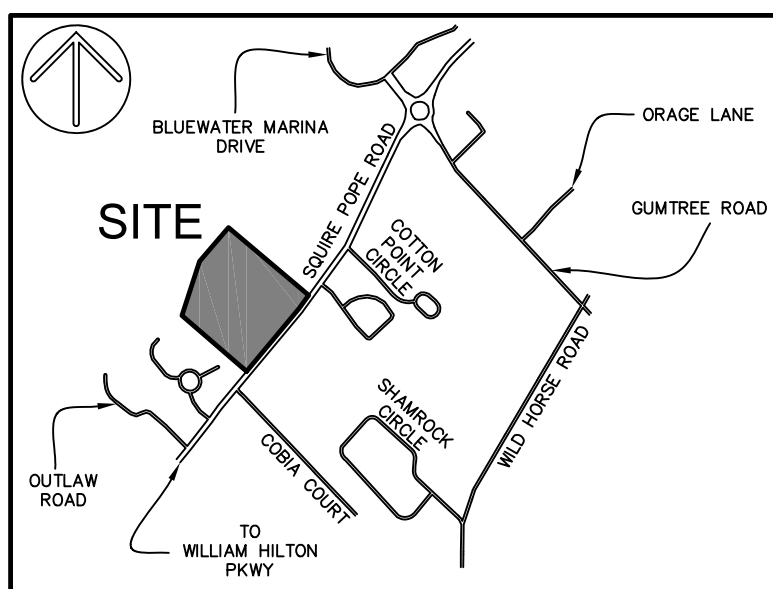
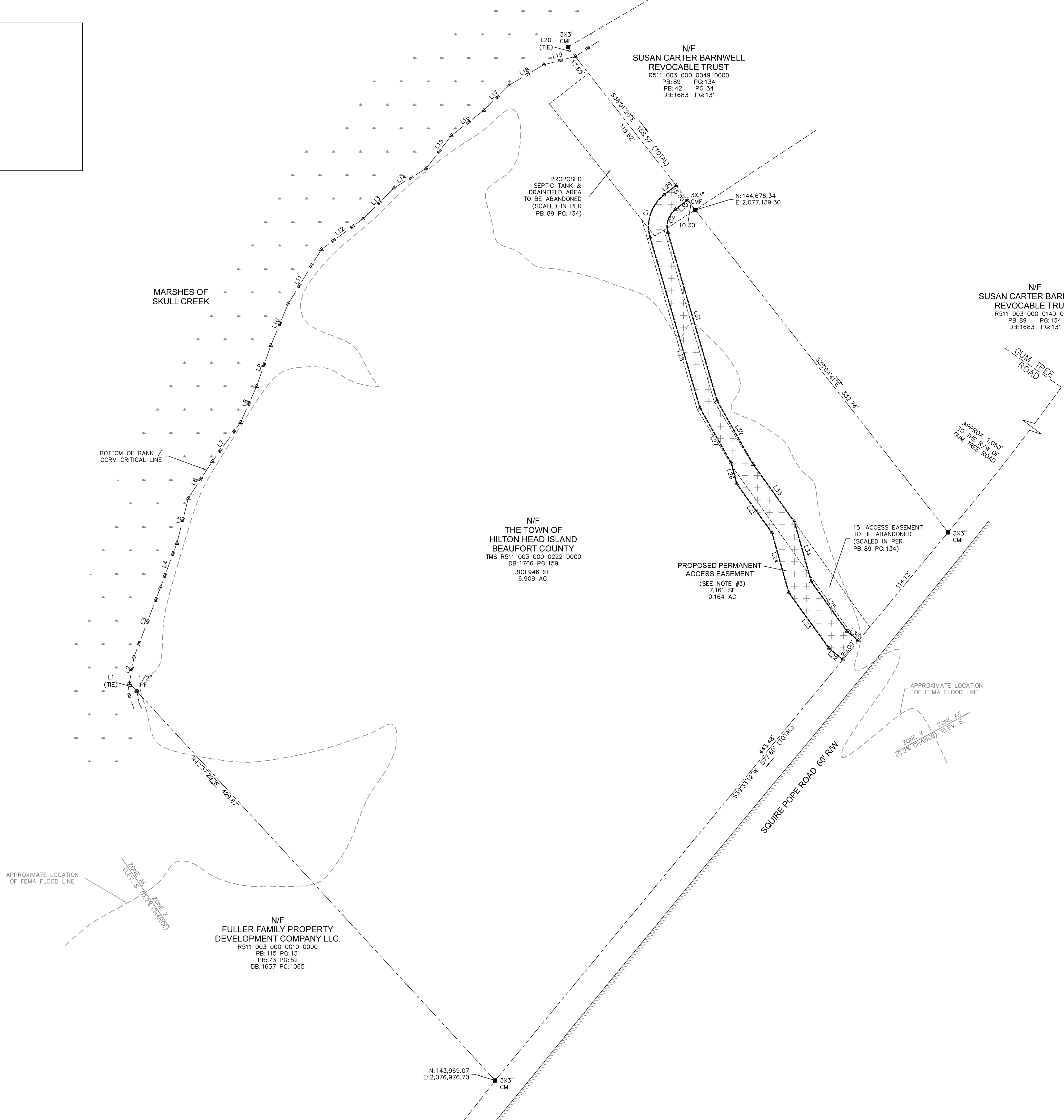
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this ____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that Susan Carter Barnwell, Trustee of the Susan Carter Barnwell Revocable Trust personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

NORTH
SC GRID (NAD 83)



VICINITY MAP NOT TO SCALE

- LEGEND
- △ CALC POINT - CORNER NOT SET
 - CMF ■ CONC. MONUMENT FOUND
 - IPF ● IRON PIPE FOUND
 - Marshgrass symbol MARSHGRASS
 - OCRM symbol OCRM
 - BOTTOM OF BANK
 - +++++ PROPOSED PERMANENT ACCESS EASEMENT
 - ////// EDGE OF PAVEMENT

- NOTES
1. THIS PARCEL APPEARS TO LIE IN DUAL FLOOD ZONES, X (0.2% CHANCE) AND AE (ELEVATION 8'), COMMUNITY 450250, MAP NUMBERS 45013C0432G AND 45013C0451G.
 2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).
 3. PROPOSED PERMANENT ACCESS EASEMENT TO BE GRANTED TO "BARNWELL SUSAN CARTER TRUSTEE, SUSAN CARTER BARNWELL REVOCABLE TRUST" TO GAIN ACCESS TO TMS# R511 003 000 0049 0000.

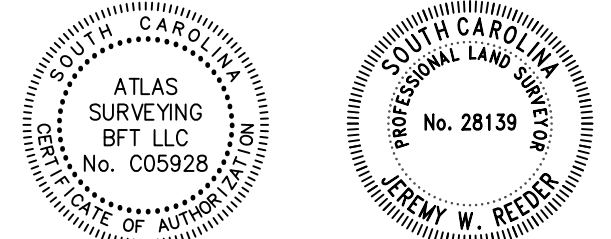
PREPARED FOR:
THE TOWN OF HILTON HEAD
A PROPOSED PERMANENT ACCESS
EASEMENT PLAT OF
#273 SQUIRE POPE ROAD
FORD SHELL RING PARK

TAX PARCEL No. R511 003 000 0222 0000
HILTON HEAD ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: LKW
FIELD CHECK: JWR
DRAWN BY: KWF
DATE: 12-09-2021
SCALE: 1"=40'
PROJECT No.: BFT-21209
FILE: BFT-21209 EASE1.DWG

ATLAS SURVEYING, INC.

49 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS CRIMPED WITH SEAL



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **ACCESS AND UTILITY**
 EASEMENT

THIS ACCESS AND UTILITY EASEMENT (hereinafter, the “Easement”) is made effective this ____ day of _____, 2022, by and between **BEAUFORT COUNTY**, a political subdivision of the State of South Carolina, and the **TOWN OF HILTON HEAD ISLAND**, a political subdivision of the State of South Carolina (collectively hereinafter referred to as the “Grantors”) and **SUSAN CARTER BARNWELL**, Trustee of the Susan Carter Barnwell Revocable Trust (hereinafter, the “Grantee”), a private landowner (hereinafter collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Grantors jointly own 6.909 acres of real property known as the Fords Shell Ring property with TMS No. R511 003 000 0222 0000 located at 273 Squire Pope Road, Hilton Head Island, SC 29928 (hereinafter the “Property”); and

WHEREAS, Grantee is the owner of 0.33 acres of real property with TMS No. R511 003 000 0049 0000 located along Skull Creek adjacent to the Property and accessed through the Property, (hereinafter the “Adjacent Property”); and

WHEREAS, the Grantors have agreed to grant the Easement in favor of the Grantee for ingress, egress and utilities benefiting the Adjacent Property; and

WHEREAS, the Parties desire to set forth in this Easement the terms and conditions governing the Easement.

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), the performance of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto convent and agree as follows:

1. Grant and Use of Easement. Subject to the terms and conditions of this Easement, Grantors do hereby grant, transfer, sell and convey to Grantee, its successors in trust and assigns, a perpetual, appurtenant, non-exclusive easement for pedestrian and vehicular ingress and egress to and from the Adjacent Property, and for installation of underground utilities, at the sole cost of the Grantee, serving the Adjacent Property, only. The Grantee’s use of the Easement shall be limited to pedestrian and vehicular ingress and egress to and from the Adjacent Property, and installation of underground utilities to serve only the Adjacent Property. The area of this Easement is shown and described as “Proposed Permanent Access Easement” on the Plat that is attached hereto and incorporated herein by reference as Exhibit A. Grantee shall provide Grantor with a thirty (30) day written notice prior to any construction, installation, maintenance or repair of utilities in the Easement, and shall obtain written approval from the Grantor prior to initiating any construction, installation, maintenance or repair of utilities in the Easement.
2. Reservation of Grantors’ Rights. The Grantors reserve the right to utilize the area of the Easement for any and all purposes that are not inconsistent with and do not permanently interfere with the Grantee’s use of the Easement. Grantee acknowledges that use of the Easement for pedestrian and vehicular access to the Property by the general public and Grantors’ employees, agents and contractors is not a violation of Grantee’s rights under this Easement.

3. No Obligation to Pay Rent, Occupancy Changes or Taxes. No party hereto shall be obligated to pay any rent, taxes, operating expenses or other occupancy or use charges for the rights created by this Easement.
4. Grantors' Property. The Grantee acknowledges the Property is open to the general public, and this Easement does not create any obligation on the Grantors to restrict public access to the Grantee's Adjacent Property, and the Grantors shall never be obligated to install or construct a fence or fence-like structure between all or any part of the Adjacent Property and the Property.
5. Miscellaneous.
 - a. *Incorporation of Recitals.* The recitals to this Easement are incorporated as if fully set forth herein.
 - b. *Remedies.* In the event either Party fails to perform any of the covenants and agreements set forth in this Easement on its part to be performed within the time or times specified herein, the other Party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity.
 - c. *Governing Law; Venue.* This Easement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Easement shall be in Beaufort County, South Carolina.
 - d. *Amendments.* This Easement may not be amended, modified, altered or terminated except by written agreement signed by both Grantors and the Grantee.
 - e. *Binding Effect.* This Easement shall run with the land and shall be binding upon and inure to the benefit of Grantors and their successors and assigns, and Grantee and its successors in trust and assigns.
 - f. *Counterparts.* This Easement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
 - g. *Termination.* Notwithstanding any other remedy provided by law or otherwise provided for in this Easement, this Easement may only be terminated by written agreement signed by all of the Parties.

IN WITNESS WHEREOF, and in acknowledgement that the **Parties** hereto have read and understood each and every provision hereof, the **Parties** have caused this Easement to be executed on the date first written above.

WITNESSES:

GRANTEE:

SUSAN CARTER BARNWELL REVOCABLE TRUST

Susan Carter Barnwell, Trustee

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

)

The foregoing instrument was acknowledged this ____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that **Susan Carter Barnwell, Trustee of the Susan Carter Barnwell Revocable Trust** personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____