

**Council Members**

District 1: John Thomas  
District 2: Ron L. Charlton  
District 3: Everett Carolina  
District 4: Lillie Jean Johnson  
District 5: Austin Beard, *Vice Chairman*  
District 6: Steve Goggans  
District 7: Johnny Morant, *Chairman*

**County Administrator**

Sel Hemingway

**County Attorney**

Wesley P. Bryant

**Clerk to Council**

Theresa E. Floyd

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**February 14, 2017**

**5:30 PM**

**County Council Chambers**

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**GEORGETOWN COUNTY COUNCIL**  
**County Council Chambers, 129 Screven Street, Suite**  
**213, Georgetown, SC 29440**

**AGENDA**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
  - 5.a Regular Council Session - January 24, 2017**
- 6. CONSENT AGENDA**
  - 6.a Contract #14-050, Addendum 01 for Ambulance and EMS Billing & Collection Services**
- 7. PUBLIC HEARINGS**
  - 7.a ORDINANCE NO. 2017-01 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (LORIS COMMERCE CENTER); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.**
  - 7.b Ordinance No. 2017-02 - An Ordinance to declare as surplus a portion of a tract of property known as TMS# 02-1010-005-00-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09,**

**“Georgetown County Purchasing Ordinance”, as amended.**

- 7.c ORDINANCE NO. 2017-04 - AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER**

**8. APPOINTMENTS TO BOARDS AND COMMISSIONS**

- 8.a Parks & Recreation Commission - ADDENDUM REPORT**

**9. RESOLUTIONS / PROCLAMATIONS**

**10. THIRD READING OF ORDINANCES**

- 10.a ORDINANCE NO. 2017-01 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (LORIS COMMERCE CENTER); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.**

- 10.b Ordinance No. 2017-02 - An Ordinance to declare as surplus a portion of a tract of property known as TMS# 02-1010-005-00-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, “Georgetown County Purchasing Ordinance”, as amended.**

**11. SECOND READING OF ORDINANCES**

- 11.a Ordinance No. 2017-03 - An amendment to Article VIII, Exceptions and Modifications, Section 808, Setback Exceptions for Certain Structures, of the Zoning Ordinance.**
- 11.b ORDINANCE NO. 2017-04 - AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER**

**12. FIRST READING OF ORDINANCES**

- 12.a Ordinance No. 2017-05 - An Ordinance to amend Article XI, Off-Street Parking Regulations, Section 1102.1 Minimum Parking Space Provisions of the Zoning Ordinance of Georgetown County, South Carolina, regarding Industrial Use Parking.**
- 12.b Ordinance No. 2017-06 - An Ordinance to amend the list of conditional uses for the Low Country Stores Planned Development.**

**13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

- 14. BIDS**
- 15. REPORTS TO COUNCIL**
  - 15.a Standard Operating Procedure - Naming of County Facilities**
  - 15.b Waccamaw Home Consortium - Transfer of Participating Jurisdiction Status**
  - 15.c Approval of Property Lease Agreement with Georgetown County Historical Society**
- 16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**
- 17. LEGAL BRIEFING / EXECUTIVE SESSION**
- 18. OPEN SESSION**
- 19. ADJOURNMENT**

Item Number: 5.a  
Meeting Date: 2/14/2017  
Item Type: APPROVAL OF MINUTES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Regular Council Session - January 24, 2017

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

n/a

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Approval of minutes as submitted.
2. Offer amendments.

**STAFF RECOMMENDATIONS:**

Approval of minutes as submitted

**ATTACHMENTS:**

Description	Type
□ DRAFT Minutes - 1/24/17	Exhibit

Georgetown County Council held a Regular Council Session on Tuesday, January 24, 2017, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	
Staff:	Sel Hemingway	Wesley P. Bryant
	Theresa E. Floyd	Jackie Broach

Other staff members, members of the public, and representatives of the media were also present. In accordance with the Freedom of Information Act, a copy of the agenda was sent to newspapers, television, and radio stations, citizens of the County, Department Heads, and posted on the bulletin board located in the lobby of the historic Courthouse.

Chairman Johnny Morant called the meeting to order. An invocation was given by Councilman Ron Charlton, and all joined in the pledge of allegiance.

#### **APPROVAL OF AGENDA:**

A recommendation was made to move a presentation pertaining to the Georgetown County Detention Center Re-entry Program forward on the meeting agenda. Councilmember Ron Charlton moved for approval of the meeting agenda, as amended. Councilmember Steve Goggans seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

#### **PUBLIC COMMENTS:**

##### Walt Ackerman

Mr. Ackerman introduced seven (7) scouts from Troop 300 working on Eagle Merit Badges: Wyatt Lee, Jamison Horton, Oliver Bomar, Matt Martin, Braxton Cribb, Seth Caldwell, and Ben Martin. The young men were working on either citizenship or communications badges and were required to attend and report on a public meeting.

#### **MINUTES:**

##### Regular Council Session – January 10, 2017

Councilmember Ron Charlton moved to approve the minutes of the January 10, 2017 meeting. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion on the motion, and no discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

**CONSENT AGENDA:**

The following reports were included on the Consent Agenda, and therefore approved previously during the meeting:

Ordinance No. 2016-45 – An Ordinance to rezone approximately 15.4 acres at 196 Redick Drive, further identified as the rear portion of parcel 010-0416-040-00-00 from Heavy Industry (HI) to One Half Acre Residential (R1/2 AC) – Third reading approval.

Procurement #16-113, Pick-Up and Recycling of Waste Tires – County Council awarded a contract for pickup and recycling of waste tires to US Tire Recycling.

Solicitation #16-099, Non-Engineered Road Repair, Resurfacing, Sealing & Marking IDIQ – County Council awarded Task Order 01 and Task Order 02 to Coastal Asphalt LLC of Conway at a lump sum total of \$194,197.

Procurement #16-106, Contractor for Electrical Mediation at Murrells Inlet Marsh Walk and Veterans Pier – County Council awarded a contract to J & M Electrical Service Inc. of Murrells Inlet at the base bid of \$53,995.

Procurement #16-114, Contractor for Structural Remediation of Murrells Inlet Marsh Walk and Veterans Pier – County Council awarded a contract to the lowest bidder, Associates Roofing and Construction, for the base bid of \$2,500 plus the add/alt for Vinyl Retaining Wall Repair of \$59,918 for a total of \$62,418.00.

Procurement #17-010, Type III Ambulance Remount – County Council approved utilizing Taylor Made Ambulance for the remount of a 2009 Type 1 Ambulance onto 2017 Ford F150 diesel powered cab and chassis in an amount not to exceed \$106,750.

Private Ambulance Franchise Agreement – County Council approved the renewal of five (5) Private Ambulance Franchise Applications, and associated Mutual Aid Agreements, with the following agencies: Adams Life Link Ambulance LLC, Advance Medical Transport LLC, Medshore Ambulance Service Inc., MedTrust Medical Transport LLC, and Mobi-Care Medical Transport LLC.

Economic Development Alliance – County Council was advised of updates to the Economic Development Alliance Board bylaws. The report was provided as information only, and required no action of County Council.

**PUBLIC HEARINGS**

Ordinance No. 2016-40

A public hearing was held on Ordinance No. 2016-40, an amendment of the FY2016/2017 Budget Ordinance. Chairman Johnny Morant opened the public hearing on Ordinance No. 2016-40. No one came forward to speak for, or against, the ordinance, and the public hearing was closed.

Ordinance No. 2016-41

County Council held a public hearing on Ordinance No. 2016-41, an ordinance to amend the Future Land Use Map to redesignate 2 tracts of land totaling approximately 15 acres located on the east side of Wesley Road in Murrells Inlet from Low Density Residential to High Density Residential. There were no public comments, and Chairman Morant ordered the public hearing closed.

Ordinance No. 2016-43

A public hearing was held on Ordinance No. 2016-43, an Ordinance to amend the Future Land Use Map to redesignate two parcels located on the west side of Norris Drive, across from the Litchfield Inn from Medium Density Residential to Commercial. There were no public comments pertaining to Ordinance No. 2016-43, and the Chairman closed the public hearing.

**BOARDS AND COMMISSIONS**

Waccamaw Center for Mental Health Governing Board

Councilmember Austin Beard moved to nominate Mr. Gilmore McManus for reappointment to the Waccamaw Center for Mental Health Governing Board. Councilmember Lillie Jean Johnson seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

**ORDINANCES- Third Reading**

Ordinance No. 2016-40

Councilmember Ron Charlton moved for third reading approval of Ordinance No. 2016-40 an amendment of the FY2016/2017 Budget Ordinance. Councilmember Austin Beard seconded the motion. Chairman Morant called for discussion following the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2016-41

Councilmember John Thomas moved for third reading approval of Ordinance No. 2016-41, an Ordinance to amend the Future Land Use Map to redesignate 2 tracts of land totaling approximately 15 acres located on the east side of Wesley Road in Murrells Inlet from Low Density Residential to High Density Residential. Councilmember Steve Goggans seconded the motion. There was no discussion on the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2016-42

Councilmember John Thomas moved for third reading approval of Ordinance No. 2016-42, an Ordinance to rezone two parcels totaling approximately 15 acres located on the east side of Wesley Road, 220 ft. south of Derrick Lane in Murrells Inlet from One-Half Acre Residential (R ½) to 6,000 Square Feet Residential (R-6). Councilmember Everett Carolina seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2016-43

Councilmember John Thomas moved for third reading of Ordinance No. 2016-43, an Ordinance to amend the Future Land Use Map to redesignate two parcels located on the west side of Norris Drive across from the Litchfield Inn from Medium Density Residential to Commercial. Councilmember Steve Goggans seconded the motion. Upon a call for discussion on the motion from Chairman Morant, no discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2016-44

Councilmember Steve Goggans moved for third reading approval of Ordinance No. 2016-44 to rezone one parcel (approximately 7800 square feet) located on the west side of Norris Drive in Litchfield from Resort Residential (RR) to Resort Commercial (RC). Councilmember John Thomas seconded the motion. There was no discussion on the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

**ORDINANCES-Second Reading:**

Ordinance No. 2017-01

Councilmember Austin Beard moved for second reading approval of Ordinance No. 2017-01, an Ordinance to Authorize and Approve an Agreement for Development of a Joint Industrial and Business Park by and Between Georgetown County and Horry County with Property Located in Horry County (Loris Commerce Center); To Require the Payment of a Fee In Lieu of Ad Valorem Taxes by Businesses and Industries Located in the Park; to Apply Zoning and Other Laws in the Park; to Provide for Law Enforcement Jurisdiction in the Park; and to Provide for the Distribution of Park Revenues Within the County. Councilmember Steve Goggans offered a second on the motion. Chairman Morant called for discussion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2017-02

Councilmember Lillie Jean Johnson moved for second reading approval of Ordinance No. 2017-02, an Ordinance to declare as surplus a portion of a tract TMS #02-1010-005-00-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance, as amended". Councilmember Ron Charlton seconded the motion. Chairman Morant called for discussion.

Councilmember Lillie Jean Johnson moved to amend Ordinance No. 2017-02 to incorporate proposed text, as the ordinance was introduced by title only. Councilmember Ron Charlton seconded the amended motion. No discussion followed the amended motion.



In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

The motion on the main motion was as follows:

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

**ORDINANCES- First Reading:**

Ordinance No. 2017-03 – An Amendment to Article VII, Exceptions and Modifications, Section 808, Setback Exceptions for Certain Structures, of the Zoning Ordinance.

Ordinance No. 2017-04 – An Ordinance authorizing the Lease of a 2,100 square feet space to TOWERCO 2013 LLC located at Station 82, 112 Beaumont Drive, Pawleys Island, SC 29585 for the Construction and Maintenance of a wireless communications tower.

**REPORTS TO COUNCIL:**

Presentation – Georgetown County Sheriff's Office Reentry Services Program

*(This presentation was made previously during the meeting)*

Mr. Colin Jewell, Board President, of Amazing Journey, Inc. made a presentation to County Council regarding the Georgetown County Sheriff's Office Reentry Services Program. Amazing Journey is a non-profit supporting the Reentry Services Program (RES) by increasing community awareness of its benefits, raising funds to support it and increasing its capacity to return incarcerated men to their communities with sustainable work skills.

The RES Program was initiated in 2007, upon a vision by Sheriff Lane Cribb, to assist felons transferred to Georgetown Detention Center from the SC Department of Corrections in returning permanently to their communities, and to reduce the high risk of recidivism. Clients of the program go through an intense training/case management program while incarcerated to help them transition successfully to life as skilled, employable citizens of their community upon release. To date, the program has seen extremely successful results in training 252 certified technicians, with a zero percent recidivism rate, which reduces state expenses.

County Council Standing Committee Assignments

In accordance with County Council's adopted rules of procedure, it is the duty of the Council Chairman to appoint Council members to serve on standing committees. Chairman Morant assigned the following members of County Council to serve on standing committees (for a two-year term) as follows:

Administration & Finance Committee

*Johnny Morant (Committee Chairperson)*

*Austin Beard*

*Ron Charlton*

*Everett Carolina*

*Steve Goggans*

*Lillie Jean Johnson*

*John Thomas*

Health, Education & Leisure Committee

*Lillie Jean Johnson (Committee Chairperson)*

*Ron Charlton*

*Steve Goggans*

*Johnny Morant*

Justice & Safety Committee

*Ron Charlton (Committee Chairperson)*

*Everett Carolina*

*Johnny Morant*

*John Thomas*

Public Works Committee

*John Thomas (Committee Chairperson)*

*Austin Beard*

*Everett Carolina*

*Lillie Jean Johnson*

*Johnny Morant*

Land Use & Tourism Committee

*Austin Beard (Committee Chairperson)*

*Steve Goggans*

*John Thomas*

Cooperative Partnership with Horry-Georgetown Technical College

Prior to discussion and voting on this matter, Councilmember Steve Goggans disclosed a potential conflict of interest and requested to be recused.

Councilmember Ron Charlton moved to approve a cooperative partnership with Horry-Georgetown Technical College and a commitment of \$1.5 million in funding for the construction of an Advanced Manufacturing Training Center to be located on the HGTC Georgetown Campus. Councilmember Austin Beard seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

Absent: Steve Goggans

Intergovernmental Agreement

Councilmember Austin Beard moved for approval of an Intergovernmental Agreement between Georgetown County and City of Georgetown regarding the redevelopment of the ArcelorMittal Steel site and adjacent waterfront property to the highest and best benefit of the citizens of the City and County. Councilmember John Thomas offered a second. Chairman Morant called for discussion on the motion, and no discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant

Ron L. Charlton  
Steve Goggans

John Thomas

**EXECUTIVE SESSION:**

Councilmember Ron Charlton made a motion to move into Executive Session to discuss a personnel matter and a contractual matter. Councilman Austin Beard seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

County Council moved into Executive Session at 6:19 PM.

**OPEN SESSION:**

As Open Session resumed, Chairman Morant noted that during Executive Session County Council had discussed a personnel issue, and a contractual matter as previously disclosed. No votes were taken by Council, nor were any decisions made during Executive Session.

Chairman Morant called for further business to come before County Council. Being none, the meeting was adjourned.

\_\_\_\_\_  
Date

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

Item Number: 6.a  
Meeting Date: 2/14/2017  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Contract #14-050, Addendum 01 for Ambulance and EMS Billing & Collection Services

**CURRENT STATUS:**

The first anniversary of the agreement between Lowcountry Services and the County is March 22, 2016. Any extension is contingent upon satisfactory performance in the prior year, and acceptance by both parties for an additional one-year term.

**POINTS TO CONSIDER:**

The original award was made by County Council in their regular session of February 23, 2015, and is eligible for renewal not to exceed a maximum overall term of five (5) years.

**FINANCIAL IMPACT:**

The County receives the full amount of the collections remitted, and in turn pays a commission of 3.5% back to the services agency. The previous provider charged a commission rate of 6%.

**OPTIONS:**

- 1) Approve the contract amendment to extend the agreement for an additional one-year period;
- 2) Decline to extend the agreement.

**STAFF RECOMMENDATIONS:**

Emergency Services staff members met and are in agreement to make the recommendation to renew the Ambulance Billing agreement w/ Lowcountry Billing Services for an additional year. Finance supports the renewal also, stating " We don't know of any needed changes...". (Ed Kilcullen).

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> DRAFT Contract No. 14-050, Amendment 01	Backup Material
<input type="checkbox"/> Recommendation for Renewal	Backup Material

**Contract Amendment No. 1 to Ambulance/EMS Billing & Collection Services**

THIS AMENDMENT No. 1, is entered into this 14<sup>th</sup> Day of February March 2017, between the County of Georgetown, South Carolina ("COUNTY"), and **Lowcountry Billing Services ("SERVICE PROVIDER")**, whose Administrative Office is located at 116 Prides Way Drive, Lexington, SC 29072.

**IN WITNESS WHEREOF:**

**WHEREAS**, the parties did enter into a Master Services Agreement, effective March 22, 2015 for **Ambulance/EMS Billing & Collection Services**; and,

**WHEREAS**, the parties desire to amend said Agreement as hereinafter set forth, effective as of March 22, 2017;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in said Agreement, it is mutually agreed as follows:

1. Both parties agree to continue the existing Agreement for an additional one (1) year period, through March 22nd, 2018.

Except as hereinabove provided, said Agreement is hereby in all other respects ratified and confirmed.

**IN WITNESS WHEREOF**, the parties hereto have caused this **Amendment No. 1** to be signed by their duly authorized representatives in two (2) originals, each of which shall be deemed to be an original the day and year first written above.

WITNESS:

**Lowcountry Billing Services**

\_\_\_\_\_

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

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

**COUNTY OF GEORGETOWN**

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

Johnny Morant  
County Council Chair

ATTEST:

\_\_\_\_\_

Theresa Floyd  
Clerk to Council

## Kyle Prufer

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**From:** Tracey Howle  
**Sent:** Thursday, January 05, 2017 3:55 PM  
**To:** Kyle Prufer  
**Cc:** Anthony Hucks; Mack Reed; Doug Eggiman; Traci Hessler; Sel Hemingway; Ed Kilcullen  
**Subject:** FW: Ambulance Billing Contract

Kyle,

Good Afternoon -

We (Emergency Services staff members) met this afternoon and we are in agreement (at this time) to make the recommendation to renew the Ambulance Billing agreement w/ Lowcountry Billing Services for an additional year. (if Mr. Hemingway supports/approves)

I also reached out to Finance/Ed and Finance supports the renewal also. (see below)

" We don't know of any needed changes..." (from Ed)

Please advise if additional information is needed or if you have any questions.

Thank you,

Tracey Howle  
Emergency Services

-----Original Message-----

From: Tracey Howle  
Sent: Tuesday, January 03, 2017 11:44 AM  
To: Kyle Prufer  
Cc: Anthony Hucks; Mack Reed; Doug Eggiman  
Subject: RE: Ambulance Billing Contract

Kyle,

This is just a quick follow-up to your email below...

I had a brief discussion w/ AFC Hucks this morning re: this agreement...(we are planning to discuss in greater detail w/ the Chiefs this week in re: to our recommendation). I hope to have a more concrete answer to you by this Thursday at the latest.

Thank you,

Tracey Howle  
Emergency Services

-----Original Message-----

From: Kyle Prufer

Sent: Thursday, December 29, 2016 8:57 AM

To: Tracey Howle

Cc: Anthony Hucks; Mack Reed; Traci Hessler

Subject: Ambulance Billing Contract

<http://gcgovdm/ContractCache/00002/082/Lowcountry%20Billing%20Services,%2014-050%20Services%20Contract.pdf>

Please confirm that you are going to wish to renew this agreement in March for an additional year. Thank you and Happy New Year.

Kyle P. Prufer, Purchasing Officer  
County of Georgetown, South Carolina  
129 Screven Street, Suite 239  
Post Office Box 421270  
Georgetown, SC 29442-4200  
(843)545-3082 Office  
(843)545-3500 FAX  
[kprufer@gtcounty.org](mailto:kprufer@gtcounty.org)  
Website: [www.gtcounty.org](http://www.gtcounty.org)

NOTE: This e-mail is a public record which may be subject to disclosure pursuant to the Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 et seq., to a person or party requesting the same.

Item Number: 7.a  
Meeting Date: 2/14/2017  
Item Type: PUBLIC HEARINGS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

ORDINANCE No. 2017-01 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (LORIS COMMERCE CENTER); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

The Council is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks. The use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

The purpose of this ordinance to authorize and approve a multi-county park agreement with Horry County for properties located in Horry County, specifically, the properties known and identified as the Loris Commerce Park, as described in Exhibit A to the multi-county park agreement. The County Administrator is authorized, empowered and directed, in the name of and on behalf of Georgetown County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Horry County. The Clerk to Council is authorized to attest the execution of the Agreement by the County Administrator. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions.

**FINANCIAL IMPACT:**

The businesses or industries located in the Park must pay a fee in lieu of ad valorem taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall



thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of ad valorem taxes.

**OPTIONS:**

1. Adopt Ordinance No. 2017-01.
2. Do not adopt Ordinance No. 2017-01.

**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Ordinance No. 2017-01.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No 2017-01	Ordinance
▣ Agreement	Exhibit

**ORDINANCE NO. 2017-01**

Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of ad valorem taxes.

#### Section 4. Applicable Ordinances and Regulations.

The ordinances and regulations of Horry County concerning zoning, health and safety, and building code requirements apply to the Park properties in Horry County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Georgetown County concerning zoning, health and safety, and building code requirements apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

#### Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Horry County is vested with the Horry County Police Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Georgetown County is vested with the Sheriff's Office of Georgetown County. If any of the Park properties located in either Horry County or Georgetown County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

#### Section 6 Distribution of Revenues.

A. Revenues generated from industries or businesses located in the Georgetown County portion of the Park to be retained by Georgetown County shall be distributed within Georgetown County in accordance with this subsection.

(1) first, unless the County elects to pay or credit the same from only those revenues which Georgetown County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by the County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended, payable in whole or in part by or from revenues generated from the property;

(2) second, at the option of the County, to reimburse the County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the industries and businesses located therein; and

(3) third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

B. Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

C. Revenues generated from industries or businesses located in the Horry County portion of the Park shall be retained by Georgetown County for its use.

Section 7.      Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained in the Georgetown County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8.      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, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 9.      Effective Date.

This ordinance is effective upon third reading.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
Johnny Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd  
Clerk to Council

This Ordinance, No. 2017-01, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

**Exhibit A to Ordinance No. 2016-\_\_**

**Agreement for the Development  
of a  
Joint Industrial and Business Park  
(Horry County and Georgetown County)**

**Loris Commerce Center**

See attached.

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STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF GEORGETOWN )  
COUNTY OF HORRY )  
 )

AGREEMENT FOR THE DEVELOPMENT  
OF A JOINT INDUSTRIAL  
AND BUSINESS PARK

---

This multi-county park agreement applies to nine (9) parcels in Horry County located in the Loris Commerce Center, all as more fully described in Exhibit A (Horry) to this Agreement.

This multi-county park agreement applies to the following properties in Georgetown County: none.

More specific information on the properties may be found in the body of this agreement and in the exhibits.

---

This AGREEMENT for the development of a joint industrial and business park to be located initially within Horry County is made and entered into as of the first day of January, 2016, by and between Horry County and Georgetown County.

**RECITALS:**

WHEREAS, Horry County, South Carolina (“Horry County”) and Georgetown County, South Carolina (“Georgetown County”), are contiguous counties which, pursuant to Ordinance No. 2016-\_\_\_, adopted by the Georgetown County Council on \_\_\_\_\_, 2016, and Ordinance \_\_\_-16 adopted by Horry County Council on \_\_\_\_\_, 2016 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established, initially in Horry County, a Joint County Industrial and Business Park (the “Park”), to be located upon the property described in Exhibit A (Horry) hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Georgetown County and Horry County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “Code”) satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of properties located in Horry County, as further identified in Exhibit A (Horry) to this Agreement. As of the date of this Agreement, no properties are located in Georgetown County, as further identified in Exhibit B (Georgetown) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Horry) or Exhibit B (Georgetown), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of the Horry County Council and Georgetown County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the Georgetown County Council and by the Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by the Horry County Council and by the Georgetown County Council. Notice of such public hearings shall be published in newspapers of general circulation in Horry County and Georgetown County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Horry County and Georgetown County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Horry County or Georgetown County incurs such expenses and costs, in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	100%
(2)	Georgetown County	0%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	0%
(2)	Georgetown County	100%

6. Allocation of Revenues. Georgetown County and Horry County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of ad valorem property taxes in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	99%
(2)	Georgetown County	1%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	1%
(2)	Georgetown County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of ad valorem property taxes shall be distributed to Horry County and to Georgetown County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Georgetown County or Horry County by way of fees in lieu of taxes generated within its own County (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion



of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Georgetown County by way of fees in lieu of taxes generated within Horry County shall be distributed solely to Georgetown County. Revenues allocated to Horry County by way of fees in lieu of taxes generated within Georgetown County shall be distributed solely to Horry County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Horry County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Horry County portion of the Park and the terms of such agreements shall be at the sole discretion of Horry County. It is further agreed that entry by Georgetown County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Georgetown County portion of the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Horry County and Georgetown County agree that this Agreement terminates on December 31, 2066.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below found.

GEORGETOWN COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Sel Hemingway, County Administrator

ATTEST:

DATE:\_\_\_\_\_

\_\_\_\_\_  
Theresa E. Floyd, Clerk to Council

HORRY COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Chris Eldridge, County Administrator

ATTEST:

DATE:\_\_\_\_\_

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

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**EXHIBIT A**

**Horry County Properties**

The following parcels located in the Loris Commerce Center are included in the multi-county park and are identified by the parcel identification number (PIN) used by the Horry County Assessor's Office, the owner, and, if available, acreage:

1. PIN: 176-00-00-0017, property of South Carolina Public Service Authority, 47.58 acres.
2. PIN: 176-00-00-0018, property of Partners Economic Development Corporation.
3. PIN: 176-06-02-0001, property of Accent USA Assets, LLC, 8.98 acres.
4. PIN: 176-06-02-0002, property of Partners Economic Development Corporation.
5. PIN: 176-00-00-0019, property of South Carolina Public Service Authority, 18.25 acres.
6. PIN: 176-05-01-0001, property of South Carolina Public Service Authority, 9.84 acres.
7. PIN: 176-05-04-0002, property of South Carolina Public Service Authority, 7.7 acres.
8. PIN: 176-06-03-0001, property of South Carolina Public Service Authority, 4.37 acres.
9. PIN: 176-05-03-0002, property of Partners Economic Development Corporation, 0.9 acres.

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**EXHIBIT B**

**Georgetown County Properties**

NONE.

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Item Number: 7.b  
Meeting Date: 2/14/2017  
Item Type: PUBLIC HEARINGS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-02 - An Ordinance to declare as surplus a portion of a tract of property known as TMS# 02-1010-005-00-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance", as amended.

**CURRENT STATUS:**

Pending adoption.

**POINTS TO CONSIDER:**

Georgetown County owns certain real estate adjacent to Pier Road, Georgetown County, South Carolina, containing approximately 8.4 acres and designated as TMS No.: 02-1010-005-00-00.

A portion of the subject property, approximately 2.5 acres, more or less, is marsh and unsuitable for any future needs of the County thus it can be declared surplus and sold to the benefit of Georgetown County.

The fair market value of the property has been determined; and Georgetown County Council has determined that it is desirable to declare the property as surplus, offer said property to the neighboring property owner, and transfer the interests by applicable deed.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Adopt Ordinance No. 2017-02.
2. Do not adopt Ordinance No. 2017-02.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Ordinance No. 2017-02.

*NOTE: A motion to amend Ordinance No. 2017-02 will be required at 2nd reading in order to incorporate proposed text, as the ordinance was introduced by title only.*

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No 2017-02	Ordinance
<input type="checkbox"/> Exhibit Ordinance No 2017-02	Exhibit

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF GEORGETOWN       )

**ORDINANCE NO: #2017-02**

**AN ORDINANCE TO DECLARE AS SURPLUS A PORTION OF A TRACT OF PROPERTY KNOWN AS TMS #02-1010-005-00-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTY IN THE MANNER AS PRESCRIBED WITHIN ORDINANCE NO. 2008-09, GEORGETOWN COUNTY PURCHASING ORDINANCE, AS AMENDED**

**BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:**

**WHEREAS**, Georgetown County owns certain real estate adjacent to Pier Road, Georgetown County, South Carolina, containing approximately 8.4 acres and designated as TMS No.: 02-1010-005-00-00; and

**WHEREAS**, Georgetown County Council has determined a portion of the subject property, approximately 2.5 acres, more or less, is marsh and unsuitable for any future needs of the County thus it can be declared surplus and sold to the benefit of Georgetown County; and

**WHEREAS**, the fair market value of the property has been determined; and

**WHEREAS**, Georgetown County Council, after consideration, finds that it is desirable to declare the property as surplus, offer said property to the neighboring property owner, and transfer the interests by applicable deed; and

**WHEREAS**, a public hearing discussing the matter was held on February 14, 2017.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL, THAT:**

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 2.5 ACRE PORTION OF TMS# 02-1010-005-00-00 (EXHIBIT A) AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO DIRECTLY SELL THE SAME BY FIRST OFFERING THE PROPERTY TO THE NEIGHBORING OWNER AT FAIR MARKET VALUE IN ACCORDNANCE WITH ORDINANCE 2008-09, AS AMENDED.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect.

This ordinance shall take effect upon final approval of this ordinance.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_(Seal)  
Johnny Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2017-02, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: January 10, 2017

Second Reading: January 24, 2017

Third Reading: February 14, 2017

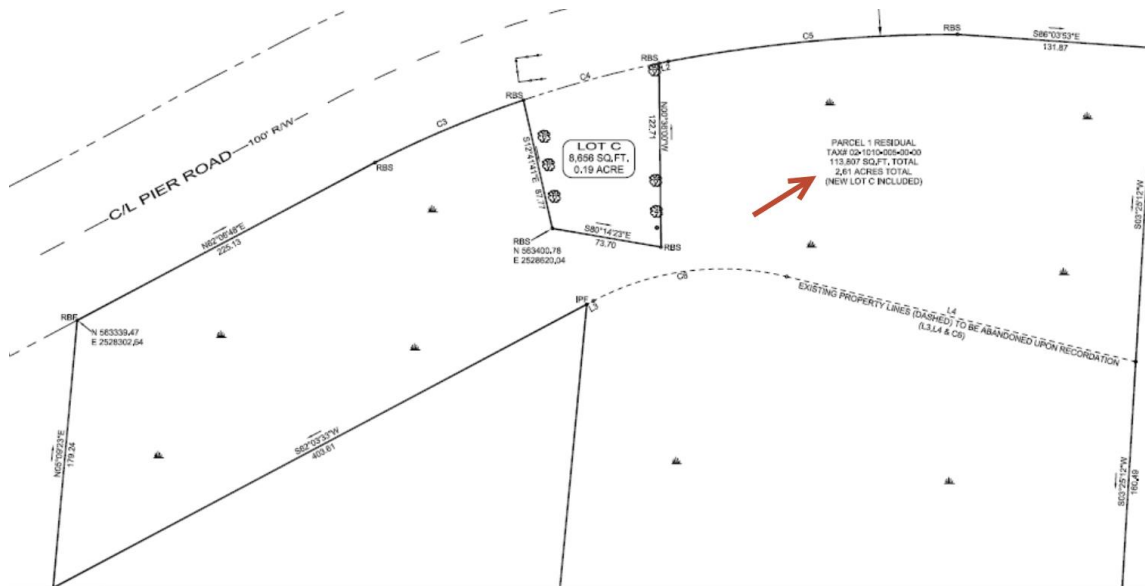
Sel,

Here is the parcel that we had the surveyor draw. As You can see, we reserved the upland area or the existing parking. So, essentially all the acreage we propose to buy is wetlands or marsh.

This additional acreage will help us meet the City's PDD requirements.

Please review and let me know how we should proceed.

Thanks





Item Number: 7.c  
Meeting Date: 2/14/2017  
Item Type: PUBLIC HEARINGS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2017-04 - AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

Georgetown County owns certain real estate located at 112 Beaumont Drive situate in Tax District No. 4, TMS No: 04-0164-004-01-00, in Georgetown County.

Towerco 2013 LLC is desirous of leasing 2,100 sq. ft. of land for the purpose of constructing and maintaining a wireless communications tower.

Ordinance No. 2017-04 authorizes the County to enter into a lease agreement with the Lessee for an initial 5 year lease with associated renewal terms as evidenced in the Lease Agreement.

**FINANCIAL IMPACT:**

An initial bonus of \$2,000 will be remitted upon the execution of this lease and a monthly lease payment in the amount of \$600 (with yearly increases) will be received by the County.

**OPTIONS:**

1. Adoption Ordinance No. 2017-04.
2. Decline adoption of Ordinance No. 2017-04.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption Ordinance No. 2017-04.

**ATTACHMENTS:**

Description	Type
▣ Tower Lease Justification Ltr	Backup Material
▣ Ordinance No. 2017-04	Ordinance
▣ Ground Lease Agreement (Ord. 2017-04)	Exhibit

December 16, 2016

Georgetown County  
Office of the Administrator  
Attn: Sel Hemingway, County Administrator  
716 Prince Street  
Georgetown, SC 29440

Re: Midway Firestation Proposed Wireless Communication Ground Lease

Dear Mr. Hemingway,

Regarding your inquiry as to how we determined what TowerCo believed to be a fair lease rate for the proposed wireless communication facility, there were three main factors considered:

- 1) **Available ground lease space-** TowerCo in all cases, where available, will propose a 100' x 100' lease parcel, representing a total of 10,000 feet of leasable space. In the case of the Midway firestation we could not come anywhere close to that standard. For this parcel, taking into consideration the already developed area occupied by the firestation, as well as respecting Chief Doug Eggiman's desire for future expansion, the only area available was approximately 2100 square feet. Although usable, this represents a challenge for TowerCo as it relates to maximizing the number of tenants placed within the proposed fenced compound. In order to accommodate future tenants, TowerCo will have to expend additional resources due to the site limitations.
- 2) **Free space offered to Georgetown County on the tower-** TowerCo, as part of our lease proposal, has offered two free spaces on the tower to Georgetown County (firestation emergency radio equipment). This is the first time I am aware that TowerCo has ever offered multiple tower mounting centers for free to our landlord. This represents valuable space that we normally market to paying tenants. However, acknowledging that we wanted to accommodate the firestation's needs, we agreed to provide these free of charge.
- 3) **Revenue sharing-** the third way TowerCo has attempted to accommodate the county for future income opportunities is through revenue sharing. TowerCo has agreed to pay the county \$150/month for each future tenant, after the anchor tenant, that signs a lease and pays TowerCo for space on the site. This is also a means by which the county can share, with TowerCo, in future revenue.



TowerCo

The above three items, combined with the proposed monthly ground lease rate, represented a fair business proposal given the limitations of the parcel.

Sincerely,

Brad Wallace  
Director of Business Development

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF GEORGETOWN    )

**ORDINANCE NO 2017-04**

**AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC  
LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE  
CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

**WHEREAS**, Georgetown County owns certain real estate located at 112 Beaumont Drive situate in Tax District No. 4, TMS No: 04-0164-004-01-00, in Georgetown County; and

**WHEREAS**, Towerco 2013 LLC is desirous of leasing 2,100 sq. ft. of land for the purpose of constructing and maintaining a wireless communications tower; and

**WHEREAS**, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to enter into a lease agreement with the Lessee for an initial 5 year lease with associated renewal terms as evidenced in the Lease Agreement. Further, an initial bonus of \$2,000 will be remitted upon the execution of this lease and a monthly lease payment in the amount of \$600 with yearly increases will be received by the County; and

**WHEREAS**, a public hearing on said lease agreement was held February 28, 2017.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL:**

That Georgetown County enter into the Lease Agreement, Exhibit A, and further comply with the terms included therein for a 2,100 square feet tract of property located at Station 82, 112 Beaumont Drive, TMS No: 04-0164-004-01-00.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect. This ordinance shall take effect upon third reading final approval of this ordinance.

**DONE, RATIFIED AND ADOPTED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2017.**

\_\_\_\_\_  
Chairman, Georgetown County Council (Seal)

ATTEST:

---

Clerk to Council

This Ordinance, No 2017-04, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley P. Bryant,  
Georgetown County Attorney

First Reading:	January 24, 2017
Second Reading:	February 14, 2017
Third Reading:	February 28, 2017

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between GEORGETOWN COUNTY ("Lessor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in Pawleys Island, County of Georgetown, State of South Carolina, commonly known as Station 82, 112 Beaumont Drive, Pawleys Island 29585 (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately \_\_\_\_\_ (\_\_\_\_) square feet of the Parent Parcel and all access and utility easements if any, (the "Premises") as described in Exhibit "B" annexed hereto.

2. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all zoning, rezoning, licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.

3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of Six hundred DOLLARS (\$600) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in paragraph 17 below. Rent shall be increased on each anniversary of the Commencement Date by one percent (1%) over the Rent payable

during the immediately preceding year. Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Two Thousand DOLLARS (\$2000).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. At Lessor's option lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease with notice from lessor no less than 60 days prior to termination. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Tract, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Tract. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a

day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

(e) Lessee shall reserve space on the new tower site for Lessor at an elevation of one hundred fifty feet (150') and one hundred and ten feet (110') above the ground surface or tower foundation as well as space within Lessor's tower site compound equal to sixteen square feet (16') or 4' x 4' ("Lessor's Reserved Space"). Lessor shall utilize Lessor's Reserved Space for Lessor's antennas and radio transmission equipment. Lessor shall be responsible for the acquisition and installation of Lessor's equipment on the tower and shall provide Lessee with equipment specifications prior to Lessee purchasing and constructing the tower site to ensure that the new tower can structurally accommodate Lessor's equipment. Lessor shall only have the right to use the tower space for the equipment loading as provided by Lessor prior to the construction of the tower site.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or (iii) Lessee determines that premise is no longer suitable for its intended use.

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvement excepting Lessor's defined reserved space, provided that the Rent shall be increased by One Hundred Fifty and 00/100 Dollars (\$150.00) per month ("Additional Rent") per each additional sublease or license agreement entered into between Lessee and a third party wireless provider ("Co-Locator"). Verizon Wireless, including any of its affiliates or subsidiaries, shall not be considered a Co-Locator for the purposes of this Paragraph ("Anchor Tenant"). The Additional Rent described herein shall be considered Rent and subject to any increases or escalations provided in the Agreements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any property taxes assessed on the Improvements. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor and removing all of the above ground improvements.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable South Carolina condemnation law will apply in the event of a condemnation.

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a



combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall reimburse Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions existed prior to or at the time of the execution of this Lease.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to reimburse Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee with adequate evidence the environmental matter was not caused by the Lessee's use or occupancy of the Parent Parcel and/or easement

and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Georgetown County Administrator  
Georgetown County  
716 Prince Street  
Georgetown, SC 29440

If to Lessee, to:

TowerCo 2013 LLC  
5000 Valleystone Drive, Suite 200  
Cary, North Carolina 27519  
Attn: Property Management  
Site ID #: SC0239

18. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; (iii) there are no easements, licenses, rights, covenants or restrictions on use related to or affecting the Premises which will interfere with Lessee's Intended Use of the Premises; and (iv) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement(s) to which Lessor is a party, and (v) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the

obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

19. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

20. Assignment. Lessee may assign this Lease without the consent of or notice to Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). Said Mortgage shall not include the real property of the Parent Parcel. Lessee acknowledges that no liens shall be legally attached to publicly owned property in the State of South Carolina. If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

21. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Improvements or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees or sublessees.

24. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. Lessor shall be liable for claims arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

25. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non-disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state of South Carolina in which the Premises is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the Georgetown County registrar of deeds.

(i) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(k) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises.

(l) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

**LESSOR:**

**Georgetown County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

State of South Carolina

County of Georgetown

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State of South Carolina, personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that \_\_\_he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**LESSEE:**

**TOWERCO 2013 LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_ who is the \_\_\_\_\_ of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**EXHIBIT “A”**

**DESCRIPTION OF PARENT PARCEL**

The Parent Parcel is described and/or depicted as follows:



## **EXHIBIT “B”**

### **DESCRIPTION OR DEPICTION OF PREMISES**

| An approximately 50’ x 42’ tract of land, or approximately 2100 square feet, together with easements for ingress, egress and utilities described or depicted as follows:

**Note:** At Lessee’s option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor’s property as required by the applicable governmental authorities.
2. The access road’s width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

**Prepared by and after recording return to:**

TowerCo  
5000 Valleystone Drive, Suite 200  
Cary, North Carolina 27519

---

(Recorder's Use Above this Line)

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF GEORGETOWN     )

**MEMORANDUM OF LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Georgetown County having a mailing address of 716 Prince Street, Georgetown, South Carolina 29440 (hereinafter referred to as "**Lessor**") and TOWERCO 2013 LLC, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into that certain Ground Lease Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Lease") for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property located in Pawleys Island, County of Georgetown, State of South Carolina, described in **Exhibit A** attached hereto (the "Land").
2. The Lease shall have an initial term of five (5) years, with five (5) additional five (5) year renewal terms.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.

4. Upon written notice to Lessee, Lessor is permitted to transfer the Lease only in connection with the sale of the Land and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Land and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Land (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

**LESSOR:**

GEORGETOWN COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES (two required):

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

State of South Carolina

County of Georgetown

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**LESSEE:**

TOWERCO 2013 LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSES (two required):**

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

State of North Carolina

County of Wake

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_ who is the \_\_\_\_\_ of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF LAND**

The Land is described and/or depicted as follows:

## **EXHIBIT B**

### **DESCRIPTION OR DEPICTION OF PREMISES**

An approximately \_\_\_\_\_' x \_\_\_\_\_' tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

**Note:** At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

**Item Number:** 8.a  
**Meeting Date:** 2/14/2017  
**Item Type:** APPOINTMENTS TO BOARDS AND COMMISSIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Parks & Recreation Commission

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

Councilman Steve Goggans would like to appoint Mr. Robert Del Bagno to the Georgetown County Parks and Recreation Commission.

If appointed, Mr. Del Bagno will fill a vacant seat on the board (representing Council District 6), with a term ending date of March 15, 2019.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Ratify appointment of Robert Del Bagno to the Parks and Recreation Commission.
2. Do not appoint ratify appointment of Robert Del Bagno to the Parks and Recreation Commission.

**STAFF RECOMMENDATIONS:**

Ratify appointment of Robert Del Bagno to the Parks and Recreation Commission.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Board Application_Robert Del Bagdo	Exhibit





**Item Number:** 10.a  
**Meeting Date:** 2/14/2017  
**Item Type:** THIRD READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

ORDINANCE No. 2017-01 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (LORIS COMMERCE CENTER); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

The Council is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks. The use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

The purpose of this ordinance to authorize and approve a multi-county park agreement with Horry County for properties located in Horry County, specifically, the properties known and identified as the Loris Commerce Park, as described in Exhibit A to the multi-county park agreement. The County Administrator is authorized, empowered and directed, in the name of and on behalf of Georgetown County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Horry County. The Clerk to Council is authorized to attest the execution of the Agreement by the County Administrator. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions.

**FINANCIAL IMPACT:**

The businesses or industries located in the Park must pay a fee in lieu of ad valorem taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall

thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of ad valorem taxes.

**OPTIONS:**

1. Adopt Ordinance No. 2017-01.
2. Do not adopt Ordinance No. 2017-01.

**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Ordinance No. 2017-01.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No 2017-01	Ordinance
▣ Agreement	Exhibit

**ORDINANCE NO. 2017-01**

Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of ad valorem taxes.

#### Section 4.      Applicable Ordinances and Regulations.

The ordinances and regulations of Horry County concerning zoning, health and safety, and building code requirements apply to the Park properties in Horry County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Georgetown County concerning zoning, health and safety, and building code requirements apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

#### Section 5.      Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Horry County is vested with the Horry County Police Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Georgetown County is vested with the Sheriff's Office of Georgetown County. If any of the Park properties located in either Horry County or Georgetown County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

#### Section 6      Distribution of Revenues.

A. Revenues generated from industries or businesses located in the Georgetown County portion of the Park to be retained by Georgetown County shall be distributed within Georgetown County in accordance with this subsection.

(1) first, unless the County elects to pay or credit the same from only those revenues which Georgetown County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by the County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended, payable in whole or in part by or from revenues generated from the property;

(2) second, at the option of the County, to reimburse the County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the industries and businesses located therein; and

(3) third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

B. Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

C. Revenues generated from industries or businesses located in the Horry County portion of the Park shall be retained by Georgetown County for its use.

Section 7.      Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained in the Georgetown County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8.      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, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 9.      Effective Date.

This ordinance is effective upon third reading.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
Johnny Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd  
Clerk to Council

This Ordinance, No. 2017-01, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

**Exhibit A to Ordinance No. 2016-\_\_**

**Agreement for the Development  
of a  
Joint Industrial and Business Park  
(Horry County and Georgetown County)**

**Loris Commerce Center**

See attached.

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1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Georgetown County and Horry County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “Code”) satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of properties located in Horry County, as further identified in Exhibit A (Horry) to this Agreement. As of the date of this Agreement, no properties are located in Georgetown County, as further identified in Exhibit B (Georgetown) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Horry) or Exhibit B (Georgetown), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of the Horry County Council and Georgetown County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the Georgetown County Council and by the Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by the Horry County Council and by the Georgetown County Council. Notice of such public hearings shall be published in newspapers of general circulation in Horry County and Georgetown County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Horry County and Georgetown County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Horry County or Georgetown County incurs such expenses and costs, in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	100%
(2)	Georgetown County	0%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	0%
(2)	Georgetown County	100%

6. Allocation of Revenues. Georgetown County and Horry County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of ad valorem property taxes in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	99%
(2)	Georgetown County	1%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	1%
(2)	Georgetown County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of ad valorem property taxes shall be distributed to Horry County and to Georgetown County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Georgetown County or Horry County by way of fees in lieu of taxes generated within its own County (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion

of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Georgetown County by way of fees in lieu of taxes generated within Horry County shall be distributed solely to Georgetown County. Revenues allocated to Horry County by way of fees in lieu of taxes generated within Georgetown County shall be distributed solely to Horry County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Horry County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Horry County portion of the Park and the terms of such agreements shall be at the sole discretion of Horry County. It is further agreed that entry by Georgetown County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Georgetown County portion of the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Horry County and Georgetown County agree that this Agreement terminates on December 31, 2066.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below found.

GEORGETOWN COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Sel Hemingway, County Administrator

ATTEST:

DATE:\_\_\_\_\_

\_\_\_\_\_  
Theresa E. Floyd, Clerk to Council

HORRY COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Chris Eldridge, County Administrator

ATTEST:

DATE:\_\_\_\_\_

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

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**EXHIBIT A**

**Horry County Properties**

The following parcels located in the Loris Commerce Center are included in the multi-county park and are identified by the parcel identification number (PIN) used by the Horry County Assessor's Office, the owner, and, if available, acreage:

1. PIN: 176-00-00-0017, property of South Carolina Public Service Authority, 47.58 acres.
2. PIN: 176-00-00-0018, property of Partners Economic Development Corporation.
3. PIN: 176-06-02-0001, property of Accent USA Assets, LLC, 8.98 acres.
4. PIN: 176-06-02-0002, property of Partners Economic Development Corporation.
5. PIN: 176-00-00-0019, property of South Carolina Public Service Authority, 18.25 acres.
6. PIN: 176-05-01-0001, property of South Carolina Public Service Authority, 9.84 acres.
7. PIN: 176-05-04-0002, property of South Carolina Public Service Authority, 7.7 acres.
8. PIN: 176-06-03-0001, property of South Carolina Public Service Authority, 4.37 acres.
9. PIN: 176-05-03-0002, property of Partners Economic Development Corporation, 0.9 acres.

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**EXHIBIT B**

**Georgetown County Properties**

NONE.

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Item Number: 10.b  
Meeting Date: 2/14/2017  
Item Type: THIRD READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-02 - An Ordinance to declare as surplus a portion of a tract of property known as TMS# 02-1010-005-00-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance", as amended.

**CURRENT STATUS:**

Pending adoption.

**POINTS TO CONSIDER:**

Georgetown County owns certain real estate adjacent to Pier Road, Georgetown County, South Carolina, containing approximately 8.4 acres and designated as TMS No.: 02-1010-005-00-00.

A portion of the subject property, approximately 2.5 acres, more or less, is marsh and unsuitable for any future needs of the County thus it can be declared surplus and sold to the benefit of Georgetown County.

The fair market value of the property has been determined; and Georgetown County Council has determined that it is desirable to declare the property as surplus, offer said property to the neighboring property owner, and transfer the interests by applicable deed.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Adopt Ordinance No. 2017-02.
2. Do not adopt Ordinance No. 2017-02.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Ordinance No. 2017-02.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No 2017-02	Ordinance
▣ Exhibit Ordinance No 2017-02	Exhibit

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GEORGETOWN

)

ORDINANCE NO: #2017-02

**AN ORDINANCE TO DECLARE AS SURPLUS A PORTION OF A TRACT OF PROPERTY KNOWN AS TMS #02-1010-005-00-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTY IN THE MANNER AS PRESCRIBED WITHIN ORDINANCE NO. 2008-09, GEORGETOWN COUNTY PURCHASING ORDINANCE, AS AMENDED**

**BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:**

**WHEREAS**, Georgetown County owns certain real estate adjacent to Pier Road, Georgetown County, South Carolina, containing approximately 8.4 acres and designated as TMS No.: 02-1010-005-00-00; and

**WHEREAS**, Georgetown County Council has determined a portion of the subject property, approximately 2.5 acres, more or less, is marsh and unsuitable for any future needs of the County thus it can be declared surplus and sold to the benefit of Georgetown County; and

**WHEREAS**, the fair market value of the property has been determined; and

**WHEREAS**, Georgetown County Council, after consideration, finds that it is desirable to declare the property as surplus, offer said property to the neighboring property owner, and transfer the interests by applicable deed; and

**WHEREAS**, a public hearing discussing the matter was held on February 14, 2017.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL, THAT:**

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 2.5 ACRE PORTION OF TMS# 02-1010-005-00-00 (EXHIBIT A) AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO DIRECTLY SELL THE SAME BY FIRST OFFERING THE PROPERTY TO THE NEIGHBORING OWNER AT FAIR MARKET VALUE IN ACCORDNANCE WITH ORDINANCE 2008-09, AS AMENDED.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect.

This ordinance shall take effect upon final approval of this ordinance.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**



\_\_\_\_\_  
Johnny Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2017-02, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: January 10, 2017

Second Reading: January 24, 2017

Third Reading: February 14, 2017

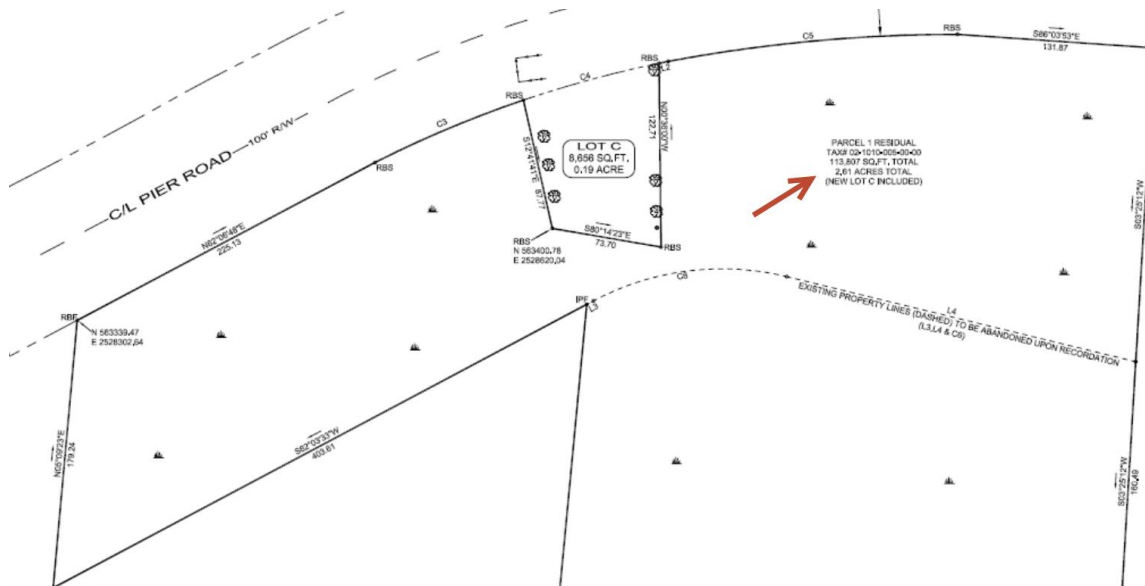
Sel,

Here is the parcel that we had the surveyor draw. As You can see, we reserved the upland area or the existing parking. So, essentially all the acreage we propose to buy is wetlands or marsh.

This additional acreage will help us meet the City's PDD requirements.

Please review and let me know how we should proceed.

Thanks



**Item Number:** 11.a  
**Meeting Date:** 2/14/2017  
**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-03 - An amendment to Article VIII, Exceptions and Modifications, Section 808, Setback Exceptions for Certain Structures, of the Zoning Ordinance.

**CURRENT STATUS:**

Section 808 of the Zoning Ordinance allows "overhangs, stairs, steps and HVAC units to extend a maximum of five feet into any setback". Elevators are not included.

**POINTS TO CONSIDER:**

1. In the past, several BZA cases have arisen that involved elevators in residential units conflicting with setbacks.
2. As the population ages, staff believes the County will receive more requests for elevators, particularly since so much of the land mass is in flood zones which often leads to elevated buildings.
3. The County BZA granted a variance in December so a 93 year old person could construct an elevator that encroached five feet into the setback.
4. Staff believes an elevator serves the same access purpose as stairs and steps so it would be logical to add elevators to the list of items allowed to encroach into the setback a maximum of five feet.
5. Staff recommended that the relevant paragraph in Article VIII, Section 808 be amended to read as follows.

"Overhangs, stairs, steps, **elevators**, and HVAC units may extend into any setback area a maximum distance of five (5) feet. Such exceptions shall not exempt these uses from other requirements contained elsewhere in this Ordinance."

6. The Planning Commission held a public hearing on this issue at their December 15th meeting. No one spoke at the hearing. The Commission unanimously recommended approval for the text amendment.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Approve as recommended by PC
2. Deny request
3. Defer action
4. Remand to PC for further study

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Elevators in setbacks ordinance	Ordinance

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE TO AMEND ARTICLE VIII, EXCEPTIONS AND MODIFICATIONS, SECTION 808. SETBACK EXCEPTIONS FOR CERTAIN STRUCTURES, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA BY ADDING ELEVATORS**

**NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE VIII, SECTION 808, SETBACK EXCEPTIONS FOR CERTAIN STRUCTURES, BE AMENDED TO ADD ELEVATORS WHICH SHALL READ AS FOLLOWS.**

808. Setback Exceptions for Certain Structures. On-grade patios, fences, sidewalks, pavement, business identification signs, off-site signs on unoccupied lots, pay telephones, drive-in restaurant menu boards, docks, dune crossovers and boardwalks shall be exempt from the minimum setback requirements as required in Article VII. *(Amended Ord. 2009-27)*

Accessory Structures for residential uses may be located in the rear yard setback no closer than five feet from the property line. *(Amended Ord. 2002-39)* Refer to Article IV, Section 411, Accessory Structures.

Docks, dune crossovers, and boardwalks shall be exempt from all setback requirements and the requirements as stated in Section 809. *(Amended Ord. 2003-81)*.

Overhangs, stairs, steps, **elevators** and HVAC units may extend into any setback area a maximum distance of five (5) feet. Such exceptions shall not exempt these uses from other requirements contained elsewhere in this Ordinance. *(Amended Ord. 2001-30)*.

Bus shelters are exempt from the setback requirements found in Article VII, Area, Yard and Height Requirements but must comply with Section 813, Bus Shelters of this Ordinance. *(Amended Ord. 2012-21)*

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
Johnny Morant (SEAL)

Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. \_\_\_\_\_ has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

**Item Number:** 11.b  
**Meeting Date:** 2/14/2017  
**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2017-04 - AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

Georgetown County owns certain real estate located at 112 Beaumont Drive situate in Tax District No. 4, TMS No: 04-0164-004-01-00, in Georgetown County.

Towerco 2013 LLC is desirous of leasing 2,100 sq. ft. of land for the purpose of constructing and maintaining a wireless communications tower.

Ordinance No. 2017-04 authorizes the County to enter into a lease agreement with the Lessee for an initial 5 year lease with associated renewal terms as evidenced in the Lease Agreement.

**FINANCIAL IMPACT:**

An initial bonus of \$2,000 will be remitted upon the execution of this lease and a monthly lease payment in the amount of \$600 (with yearly increases) will be received by the County.

**OPTIONS:**

1. Adoption Ordinance No. 2017-04.
2. Decline adoption of Ordinance No. 2017-04.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption Ordinance No. 2017-04.

**ATTACHMENTS:**

Description	Type
▣ Tower Lease Justification Ltr	Backup Material
▣ Ordinance No. 2017-04	Ordinance
▣ Ground Lease Agreement (Ord. 2017-04)	Exhibit



December 16, 2016

Georgetown County  
Office of the Administrator  
Attn: Sel Hemingway, County Administrator  
716 Prince Street  
Georgetown, SC 29440

Re: Midway Firestation Proposed Wireless Communication Ground Lease

Dear Mr. Hemingway,

Regarding your inquiry as to how we determined what TowerCo believed to be a fair lease rate for the proposed wireless communication facility, there were three main factors considered:

- 1) **Available ground lease space-** TowerCo in all cases, where available, will propose a 100' x 100' lease parcel, representing a total of 10,000 feet of leasable space. In the case of the Midway firestation we could not come anywhere close to that standard. For this parcel, taking into consideration the already developed area occupied by the firestation, as well as respecting Chief Doug Eggiman's desire for future expansion, the only area available was approximately 2100 square feet. Although usable, this represents a challenge for TowerCo as it relates to maximizing the number of tenants placed within the proposed fenced compound. In order to accommodate future tenants, TowerCo will have to expend additional resources due to the site limitations.
- 2) **Free space offered to Georgetown County on the tower-** TowerCo, as part of our lease proposal, has offered two free spaces on the tower to Georgetown County (firestation emergency radio equipment). This is the first time I am aware that TowerCo has ever offered multiple tower mounting centers for free to our landlord. This represents valuable space that we normally market to paying tenants. However, acknowledging that we wanted to accommodate the firestation's needs, we agreed to provide these free of charge.
- 3) **Revenue sharing-** the third way TowerCo has attempted to accommodate the county for future income opportunities is through revenue sharing. TowerCo has agreed to pay the county \$150/month for each future tenant, after the anchor tenant, that signs a lease and pays TowerCo for space on the site. This is also a means by which the county can share, with TowerCo, in future revenue.



TowerCo

The above three items, combined with the proposed monthly ground lease rate, represented a fair business proposal given the limitations of the parcel.

Sincerely,

Brad Wallace  
Director of Business Development



STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF GEORGETOWN    )

**ORDINANCE NO 2017-04**

**AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC  
LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE  
CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

**WHEREAS**, Georgetown County owns certain real estate located at 112 Beaumont Drive situate in Tax District No. 4, TMS No: 04-0164-004-01-00, in Georgetown County; and

**WHEREAS**, Towerco 2013 LLC is desirous of leasing 2,100 sq. ft. of land for the purpose of constructing and maintaining a wireless communications tower; and

**WHEREAS**, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to enter into a lease agreement with the Lessee for an initial 5 year lease with associated renewal terms as evidenced in the Lease Agreement. Further, an initial bonus of \$2,000 will be remitted upon the execution of this lease and a monthly lease payment in the amount of \$600 with yearly increases will be received by the County; and

**WHEREAS**, a public hearing on said lease agreement was held February 28, 2017.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL:**

That Georgetown County enter into the Lease Agreement, Exhibit A, and further comply with the terms included therein for a 2,100 square feet tract of property located at Station 82, 112 Beaumont Drive, TMS No: 04-0164-004-01-00.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect. This ordinance shall take effect upon third reading final approval of this ordinance.

**DONE, RATIFIED AND ADOPTED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2017.**

\_\_\_\_\_  
Chairman, Georgetown County Council (Seal)

ATTEST:

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Clerk to Council

This Ordinance, No 2017-04, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley P. Bryant,  
Georgetown County Attorney

First Reading:	January 24, 2017
Second Reading:	February 14, 2017
Third Reading:	February 28, 2017

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between GEORGETOWN COUNTY ("Lessor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in Pawleys Island, County of Georgetown, State of South Carolina, commonly known as Station 82, 112 Beaumont Drive, Pawleys Island 29585 (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately \_\_\_\_\_ (\_\_\_\_) square feet of the Parent Parcel and all access and utility easements if any, (the "Premises") as described in Exhibit "B" annexed hereto.

2. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all zoning, rezoning, licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.

3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of Six hundred DOLLARS (\$600) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in paragraph 17 below. Rent shall be increased on each anniversary of the Commencement Date by one percent (1%) over the Rent payable

during the immediately preceding year. Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Two Thousand DOLLARS (\$2000).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. At Lessor's option lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease with notice from lessor no less than 60 days prior to termination. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Tract, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Tract. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a

day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

(e) Lessee shall reserve space on the new tower site for Lessor at an elevation of one hundred fifty feet (150') and one hundred and ten feet (110') above the ground surface or tower foundation as well as space within Lessor's tower site compound equal to sixteen square feet (16') or 4' x 4' ("Lessor's Reserved Space"). Lessor shall utilize Lessor's Reserved Space for Lessor's antennas and radio transmission equipment. Lessor shall be responsible for the acquisition and installation of Lessor's equipment on the tower and shall provide Lessee with equipment specifications prior to Lessee purchasing and constructing the tower site to ensure that the new tower can structurally accommodate Lessor's equipment. Lessor shall only have the right to use the tower space for the equipment loading as provided by Lessor prior to the construction of the tower site.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or (iii) Lessee determines that premise is no longer suitable for its intended use.

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvement excepting Lessor's defined reserved space, provided that the Rent shall be increased by One Hundred Fifty and 00/100 Dollars (\$150.00) per month ("Additional Rent") per each additional sublease or license agreement entered into between Lessee and a third party wireless provider ("Co-Locator"). Verizon Wireless, including any of its affiliates or subsidiaries, shall not be considered a Co-Locator for the purposes of this Paragraph ("Anchor Tenant"). The Additional Rent described herein shall be considered Rent and subject to any increases or escalations provided in the Agreements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any property taxes assessed on the Improvements. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor and removing all of the above ground improvements.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable South Carolina condemnation law will apply in the event of a condemnation.

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a

combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall reimburse Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions existed prior to or at the time of the execution of this Lease.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to reimburse Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee with adequate evidence the environmental matter was not caused by the Lessee's use or occupancy of the Parent Parcel and/or easement

and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Georgetown County Administrator  
Georgetown County  
716 Prince Street  
Georgetown, SC 29440

If to Lessee, to:

TowerCo 2013 LLC  
5000 Valleystone Drive, Suite 200  
Cary, North Carolina 27519  
Attn: Property Management  
Site ID #: SC0239

18. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; (iii) there are no easements, licenses, rights, covenants or restrictions on use related to or affecting the Premises which will interfere with Lessee's Intended Use of the Premises; and (iv) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement(s) to which Lessor is a party, and (v) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the



obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

19. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

20. Assignment. Lessee may assign this Lease without the consent of or notice to Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). Said Mortgage shall not include the real property of the Parent Parcel. Lessee acknowledges that no liens shall be legally attached to publicly owned property in the State of South Carolina. If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

21. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Improvements or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees or sublessees.

24. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. Lessor shall be liable for claims arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

25. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non-disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state of South Carolina in which the Premises is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the Georgetown County registrar of deeds.

(i) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(k) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises.

(l) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

**LESSOR:**

**Georgetown County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

State of South Carolina

County of Georgetown

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State of South Carolina, personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that \_\_\_he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**LESSEE:**

**TOWERCO 2013 LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_ who is the \_\_\_\_\_ of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**EXHIBIT “A”**

**DESCRIPTION OF PARENT PARCEL**

The Parent Parcel is described and/or depicted as follows:

## **EXHIBIT “B”**

### **DESCRIPTION OR DEPICTION OF PREMISES**

| An approximately 50 ' x 42 ' tract of land, or approximately 2100 square feet, together with easements for ingress, egress and utilities described or depicted as follows:

**Note:** At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

TowerCo  
5000 Valleystone Drive, Suite 200  
Cary, North Carolina 27519

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Georgetown County having a mailing address of 716 Prince Street, Georgetown, South Carolina 29440 (hereinafter referred to as “**Lessor**”) and TOWERCO 2013 LLC, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 (hereinafter referred to as “**Lessee**”).

- TowerCo Site Name: County Road  
TowerCo Site Number: SC0239



4. Upon written notice to Lessee, Lessor is permitted to transfer the Lease only in connection with the sale of the Land and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Land and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Land (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

**LESSOR:**

GEORGETOWN COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES (two required):

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

State of South Carolina

County of Georgetown

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**LESSEE:**

TOWERCO 2013 LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSES (two required):**

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

State of North Carolina

County of Wake

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_ who is the \_\_\_\_\_ of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF LAND**

The Land is described and/or depicted as follows:

## **EXHIBIT B**

### **DESCRIPTION OR DEPICTION OF PREMISES**

An approximately \_\_\_\_\_' x \_\_\_\_\_' tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

**Note:** At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

**Item Number:** 12.a  
**Meeting Date:** 2/14/2017  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-05 - An Ordinance to amend Article XI, Off-Street Parking Regulations, Section 1102.1 Minimum Parking Space Provisions of the Zoning Ordinance of Georgetown County, South Carolina, regarding Industrial Use Parking.

**CURRENT STATUS:**

Article XI of the Zoning Ordinance establishes minimum parking requirements for all uses permitted in the County.

Parking requirements for industrial uses are currently based on the amount of gross floor area, the number of company vehicles on-site and the amount of office area.

**POINTS TO CONSIDER:**

1. Staff has processed industrial projects in the past that require a large number of parking spaces due to the size of the building but in actuality do not generate much parking need because of the small number of employees. The Zoning Ordinance requires the following number of spaces for "General Industrial Use" and "Manufacturing."

"Two spaces per 1,000 square feet of gross floor area, plus one space per company vehicle normally parked on the premises, plus one space per 400 square feet of office area."

2. Obviously there could be a 30,000 square foot building with 10 employees or one with 80 employees and the need for parking would vary greatly.

3. Requiring too much parking is detrimental for several reasons, such as forcing tree removal, impacting stormwater, wasting valuable land, and causing unnecessary expense to the industry.

4. Staff suggested tying parking to the number of employees an industry utilizes. The following sentence was recommended as an amendment to the Zoning Ordinance:

"One space per the maximum number of employees on-site including both shifts together if shift work is performed, plus five (5) percent of this number. Additionally, one space per company vehicle parked on-site that is not taken home shall be provided."

The five (5) percent addition above is intended to account for customers and visitors.

5. The Planning Commission held a public hearing on this issue at their January 19th meeting. No one came forward to speak. They voted 6 to 0 to recommend approval for the proposed change.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Approve as recommended by PC
2. Deny request
3. Approve an amended request
4. Remand to PC for further study
5. Defer action

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

	Description	Type
▣	Ordinance No. 2017-05 - To Amend Industrial Use Parking Requirements	Ordinance

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: 2017-05

**AN ORDINANCE TO AMEND ARTICLE XI, OFF-STREET PARKING REGULATIONS, SECTION 1102.1 MINIMUM PARKING SPACE PROVISIONS, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA REGARDING INDUSTRIAL USE PARKING**

**NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XI, OFF-STREET PARKING REGULATIONS, SECTION 1102.1 MINIMUM PARKING SPACE PROVISIONS, INDUSTRIAL USE, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS.**

Industrial use

General industrial	One space per the maximum number of employees on-site including both shifts together if shift work is performed, plus five (5) percent of this number. Additionally, one space per company vehicle parked on-site that is not taken home shall be provided.
Junkyard	Two spaces per 5,000 sq. ft. of area devoted to storage (whether inside or outside).
Manufacturing	One space per the maximum number of employees on-site including both shifts together if shift work is performed, plus five (5) percent of this number. Additionally, one space per company vehicle parked on-site that is not taken home shall be provided.
Self-service Storage or mini- Warehouse	One space per 1,000 sq. ft. of gross floor area, plus three spaces at the office area.
Truck Terminal	Three spaces per 1,000 sq. ft. of gross floor area, plus one space per vehicle normally parked on the premises.
Warehouse	One space per 1,500 sq. ft. of gross floor area.



**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2017.**

\_\_\_\_\_  
Johnny Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2017-05, has been reviewed by me and is hereby approved as to  
form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

**Item Number:** 12.b  
**Meeting Date:** 2/14/2017  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-06 - An Ordinance to amend the list of conditional uses for the Low Country Stores Planned Development.

**CURRENT STATUS:**

A request from Dan Stacy of Oxner and Stacy as agent for Frank Thies to amend the Low Country Stores Planned Development to add to the list of permitted uses. The property is located at the intersection of Wesley Road and Highway 17 Bypass in Murrells Inlet. TMS #41-0119-032-04-00. Case Number AMPD 11-16-17111.

The Low Country Stores Planned Development was approved in 1977. Auto sales are not a currently permitted use.

**POINTS TO CONSIDER:**

1. The Low Country Stores Planned Development is located at the intersection of Wesley Road and Highway 17. It currently contains several retail uses. While the original ordinance for this PD does not list specific uses, a letter from the applicant in 1977 indicates tentative uses of "craft and art shops, ladies sportswear, gift shops and a wine and cheese shop." A memo from planning staff in 1996 indicates the approved uses as "eating and drinking establishments, retail shops, business services, offices and related accessory uses."
2. The applicant's tenant requested a change of tenant approval from the Zoning Department for an auto sales business. The applicant was informed at that time that based on the uses listed in the PD, he would not be allowed to store or display cars on the site. Staff was informed that the business would be handled over the internet and only the business office would be located on the site. Cars were subsequently placed on the property for sale. When the tenant was approached about the violation, the property owner then filed a request to amend the PD to "allow for automobile sales, retail and wholesale, including parking vehicles for sale on the site, and restaurant use." Restaurants are already included as a permitted use.
3. The PD is surrounded by General Commercial (GC) zoning to the east, north and south. GC zoning allows for auto and boat sales with open yard storage if screened from any adjacent residential property, so the use is compatible with the surrounding area.
4. Motor vehicle sales businesses are required to have one parking space for every 2500 SF of outdoor display area and one space for every 250 SF of enclosed indoor sales or floor area based on Article XI of the Zoning Ordinance. The building unit in question contains approximately 1300 SF which would require 5 parking spaces plus those needed for the outdoor display area.
5. Section 422 of the Zoning Ordinance deals with the display of outdoor products for on-site uses. Products or stock may not be placed in the road right-of-way, in a required landscape buffer or in any required parking. Any on-site vehicle display should comply with these requirements.

Recently, zoning staff noted several vehicles that appeared to be located in the Wesley Road right-of-way.

6. Staff recommended approving the request to amend the Low Country Stores Planned Development to allow for automobile sales both retail and wholesale including parking vehicles for sale on the site with the following conditions:

- a. Submittal and approval of a parking layout to demonstrate compliance with the parking requirements for motor vehicle sales in Article XI of the Zoning Ordinance.
- b. Compliance with Section 422 of the Zoning Ordinance regarding outdoor products display. No cars for sale may be placed in the adjoining road rights-of-way.

7. The Planning Commission held a public hearing on this request at their January 19th meeting. No one but the applicant came forward to speak. The Commission voted 6 to 0 to accept staff's recommendation.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Approve request as recommended by PC
2. Deny request
3. Approve an amended request
4. Defer action
5. Remand to PC for further study

**STAFF RECOMMENDATIONS:**

Approve request as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 2017-06 - To amend the list of conditional uses for the Low Country Planned Development.	Ordinance
<input type="checkbox"/> Low Country Stores attach 1	Backup Material
<input type="checkbox"/> Low Country Stores attach 2	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2017-06

**AN ORDINANCE TO AMEND THE LIST OF CONDITIONAL USES FOR THE  
LOW COUNTRY STORES PLANNED DEVELOPMENT (PD)**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF  
GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL  
ASSEMBLED THAT THE LOW COUNTRY STORES PLANNED  
DEVELOPMENT BE AMENDED TO INCLUDE THE FOLLOWING  
CONDITIONAL USE:**

- Auto sales, both retail and wholesale including parking vehicles for sale on the site with the following conditions:
  - Submittal and approval of a parking layout to demonstrate compliance with the parking requirements for motor vehicle sales in Article XI of the Zoning Ordinance.
  - Compliance with Section 422 of the Zoning Ordinance regarding outdoor products display. No cars for sale may be placed in the adjoining road rights-of-way.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2017.**

\_\_\_\_\_  
Johnny Morant (SEAL)  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd  
Clerk to Council

This Ordinance, No. 2017-06, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_



129 Screven St. Suite 222  
Post Office Drawer 421270  
Georgetown, S. C. 29440  
Phone: 843-545-3158  
Fax: 843-545-3299

**APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)**

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE  
REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING  
COMMISSION MEETING.

Please note this approval applies to this particular property only.

Name of Planned Development: \_\_\_\_\_

Regulation to which you are requesting an amendment (check applicable):

- ☐ Setback – Complete SECTION B: SETBACK AMENDMENT  
☒ Signage – Complete SECTION C: SIGNAGE AMENDMENT  
☒ Site Plan – Complete SECTION D: SITE PLAN AMENDMENT  
☐ Other: \_\_\_\_\_

All Applicants must complete SECTION A: APPLICANT INFORMATION

**SECTION A: APPLICANT INFORMATION**

**Property Information:**

TMS Number: 41-0119-032-04-00  
(Include all affected parcels)

Street Address: Highway 17 & Wesley Road

City / State / Zip Code: Murrells Inlet, SC 29576

Lot / Block / Number: Tracts 2A, 2B

Existing Use: Planned Development / Residential

Proposed Use: General Commercial

Commercial Acreage: \_\_\_\_\_ Residential Acreage: \_\_\_\_\_

**Property Owner of Record:**

Name: Frank Thies, III - Wachesaw, LLC

Address: <sup>514</sup>~~520~~ Providence Road

City/ State/ Zip Code: Charlotte, NC 28207

Telephone/Fax: 864-542-7409

E-Mail: fthies@~~me.com~~ ICLLOUD.COM

Signature of Owner / Date: Frank R. Thies, III

**Contact Information:**

Name: Frank Thies, III - Wachesaw, LLC

Address: <sup>514</sup>~~520~~ Providence Road, Charlotte, NC 28207

Phone / E-Mail: fthies@~~me.com~~ ICLLOUD.COM

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property.

**Agent of Owner:**

Name: Daniel W. Stacy, Jr. - Oxner & Stacy, P.A.

Address: 90 Wall Street, Unit B

City / State / Zip Code: Pawleys Island, SC 29585

Telephone/Fax: 843-235-6747 / 843-235-6650

E-Mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date: DW Stacy 11-7-16

Signature of Owner / Date: \_\_\_\_\_

**Fee Schedule: \$250.00 plus \$10.00 per Residential acre or \$25.00 per Commercial acre.**

**Adjacent Property Owners Information required:**

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within Four Hundred Feet (400) of the subject property. The following return address must appear on the envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."
2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this completed application and appropriate fee to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner/applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign will to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

### **SECTION B: SETBACK AMENDMENT**

**Please supply the following information regarding your request:**

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. \_\_\_\_\_  
\_\_\_\_\_
- Do these conditions exists on other properties else where in the PD? \_\_\_\_\_  
\_\_\_\_\_



- Amending this portion of the text will not cause undue hardship on adjacent property owners. \_\_\_\_\_

**Submittal requirements: 12 copies of 11 x 17 plans**

- A scaled site plan indicating the existing conditions and proposed additions.
- Elevations of the proposal (if applicable).
- Letter of approval from homeowners association (if applicable).

**SECTION C: SIGNAGE AMENDMENT**

**Reason for amendment request:** \_\_\_\_\_

Number of signs existing currently on site \_\_\_\_\_

Square footage of existing sign(s) \_\_\_\_\_

Number of Proposed signs: \_\_\_\_\_

Square footage of the proposed sign(s) \_\_\_\_\_

**Submittal requirements:**

- Proposed text for signage requirements.
- 12 copies (11 x 17) of proposed sign image.
- Site plan indicating placement of the proposed sign(s).
- Elevations.
- Letter from POA or HOA (if applicable)

**SECTION D: SITE PLAN AMENDMENT**

**Proposed amendment request:** Section 4 of the Planned Development needs

amendment to allow for automobile sales, retail and wholesale, including parking

vehicles for sale on the site, and restaurant use.

Reason for amendment request: \_\_\_\_\_

**Submittal requirements:**

- 12 copies of existing site plan.
- 12 copies of proposed site plan.
- Revised calculations (*calculations may include density, parking requirements, open space, pervious/impervious ratio, etc.*).

Low Country PD  
Property Location  
AMPD 11-16-17111

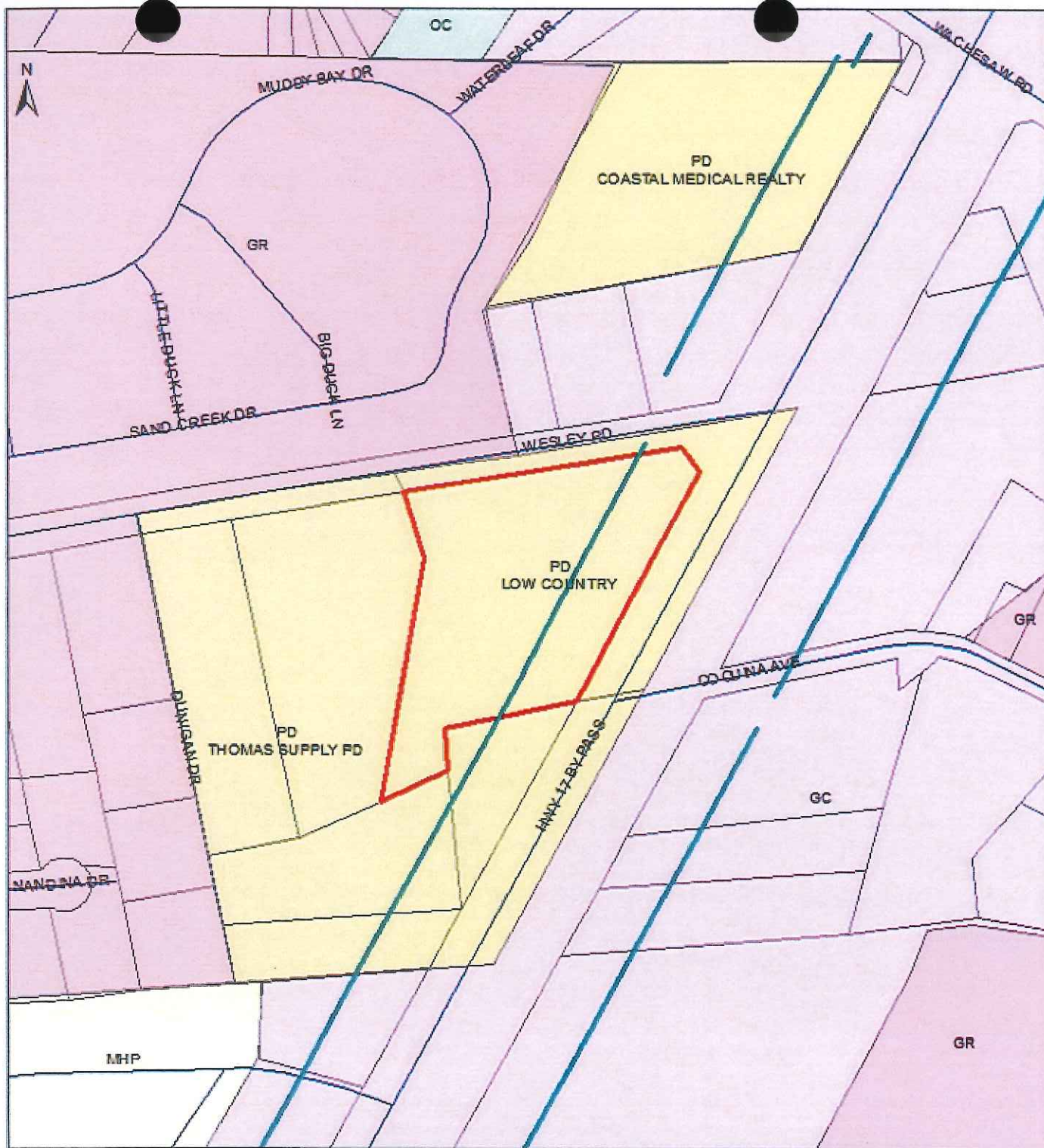


**Legend**

- 90' SETBACK (Hwy 17)
- Low Country PD
- Parcels
- Streets



**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



# Low Country PD Property Zoning AMPD 11-16-17111

## Legend

90' SETBACK (Hwy 17)

Low Country PD

Parcels

Streets

## Zoning

### DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/R

GC

GR

GRR

H

U

MHP

MR10

NC

OC

PA

PD

R1

R1/2AC

R10

R1AC

R2

R3/4AC

RS

RC

RG

RR

RS

RVC

VC

VR10

0 70 140 280 420 580 Feet





**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Low Country PD  
Property Aerial  
AMPD 11-16-17111



**Legend**

-  90' SETBACK (Hwy 17)
-  Low Country PD
-  Parcels
-  Streets

0 70 140 280 420 560 Feet

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.











### **NOTICE OF PUBLIC HEARING**

The Planning Commission will consider a request from Dan Stacy of Oxner and Stacy as agent for Frank Thies to amend the Low Country Planned Development to add to the list of permitted uses. The property is located at the intersection of Wesley Road and Highway 17 Bypass in Murrells Inlet. TMS# 41-0119-032-04-00. Case Number AMPD 11-16-17111.

The Planning Commission will be reviewing this request on **Thursday, January 19, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

***Georgetown County Planning Commission***

***PO Drawer 421270***

***Georgetown, South Carolina 29442***

***Telephone (843) 545-3158***

***Fax (843) 545-3299***

***E-mail: [csargent@gtcounty.org](mailto:csargent@gtcounty.org)***



Item Number: 15.a  
Meeting Date: 2/14/2017  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

Adoption of Standard Operating Procedure - Naming of County Facilities

**CURRENT STATUS:**

The proposed policy is pursuant to County Council's directive as of the work session held on January 26th.

**POINTS TO CONSIDER:**

Georgetown County does not currently utilize a standard policy with regard to naming facilities. The proposed Standard Operating Procedure was developed pursuant to guidance provided by County Council during its work session on January 26, 2017, regarding whether or not a formal policy should exist to provide criteria for Council to consider when making these decisions.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Recommendation for adoption of proposed Standard Operating Procedure pertaining to naming of County facilities.
2. Offer amendments to proposed policy.
3. Do not adopt proposed policy.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of proposed Standard Operating Procedure pertaining to naming County facilities.

**ATTACHMENTS:**

Description	Type
▣ SOP - Naming of County Facilities	Exhibit

# GEORGETOWN COUNTY

## POLICY AND PROCEDURES MANUAL

<b>SECTION:</b> County Policy – County Council		<b>TITLE:</b> Naming of County Facilities
<b>SUBJECT:</b> Naming of County Facilities and Alternate Means of Honoring Citizens		
<b>PURPOSE:</b>	Provide Guidelines for County Council when naming facilities and honoring citizens.	
<b><u>POLICY:</u></b>		
<b>No individual names</b>	1. Georgetown County Council shall not name any type of county facility after an individual or utilizing any individual's name.	
<b>Utilize location in name.</b>	2. County Council shall strive, when it can be achieved, to name a facility after the area in which the facility is situate. (e.g. Parkersville Community Center)	
<b>Request for resolution or proclamation.</b>	3. Members of County Council may make an individual request to County Council to honor an individual, deceased or living, by utilizing the following methods: A) Proclamation or B) Resolution.	
<b>Request for plague, highest honor.</b>	4. Members of County Council may make an individual request to County Council to honor an individual, deceased or living, utilizing other means, such as a plague to be located in a certain county facility, however such a request shall be reserved for special circumstances and will be considered a high honor.	
<b>Council members deposit request with Clerk.</b>	5. Any member of County Council who, either on his/her own or after being asked by a citizen, wishes to honor an individual utilizing a method authorized in this policy shall deposit a written request with the Clerk to Council a minimum of two weeks prior to the next available meeting.	
<b>Notification/ Distribution</b>	6. The Clerk to Council shall notify/distribute the request to all members of Council as soon as practical but no later than the Friday prior to the next available meeting.	

<b>DATE:</b> 2/14/17	<b>DEPARTMENT DIRECTOR SIGNATURE:</b>	<b>POLICY NUMBER:</b>
<b>REVIEW DATE:</b> 2/15/20		<b>PAGE NUMBER:</b> Page 1 of 2

<b>Vote</b>	<p>7. A unanimous vote is required in order to award a proclamation/resolution/plaque.</p>
-------------	--

<b>DATE:</b> 2/14/17	<b>DEPARTMENT DIRECTOR SIGNATURE:</b>	<b>POLICY NUMBER:</b>
<b>REVIEW DATE:</b> 2/15/20		<b>PAGE NUMBER:</b> Page 2 of 2

Item Number: 15.b  
Meeting Date: 2/14/2017  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Waccamaw Home Consortium - Transfer of Participating Jurisdiction Status

**CURRENT STATUS:**

Georgetown County is currently a participating member of the Waccamaw Home Consortium which includes Horry and Williamsburg Counties.

**POINTS TO CONSIDER:**

Georgetown, Horry, and Williamsburg counties are partnered in a consortium to coordinate regional efforts in obtaining Community Development Block Grant funding associated with housing programs to benefit low to moderate income residents.

Georgetown County currently serves as the lead agency in this partnership. Approval of the proposed letter will serve as notice of Georgetown County's official intent to transfer its current status of lead agency to Horry County, thus shifting the responsibility for administering and monitoring such programs to Horry County as of July 1, 2018.

Georgetown County will continue to be an active member of the HOME Consortium. Additionally, there will be no change in the sharing of awarded grant funding.

**FINANCIAL IMPACT:**

The current funding allocation will not change.

**OPTIONS:**

1. Approve letter of intent to transfer participating jurisdiction status in Waccamaw Home Consortium.
2. Do not approve letter of intent to transfer participating jurisdiction status in Waccamaw Home Consortium.

**STAFF RECOMMENDATIONS:**

Recommendation for approval to issue letter of intent to transfer participating jurisdiction status in Waccamaw Home Consortium.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> HOME Consortium Official Intent to Transfer Status	Exhibit



*Founded 1769*

February 6, 2017

Mr. Bradley S. Evatt  
US Department of Housing & Urban Development  
1835 Assembly Street  
Columbia, SC 29201-2480

**RE: STATEMENT OF INTENT TO TRANSFER  
PARTICIPATING JURISDICTION STATUS TO  
HORRY COUNTY**

Dear Mr. Evatt:

This letter serves as the official notice of intent that Georgetown County will transfer its position of *Participating Jurisdiction* for the Waccamaw Home Consortium effective July 1, 2018. Georgetown County intends to transfer this position to Horry County. As an Urban County Entitlement of Community Development Block Grant funding, the Horry County staff is experienced in all aspects of housing programs and has the capacity to effectively administer HOME funding on behalf of the region.

Georgetown County will continue to serve as an active member of the HOME Consortium in order to benefit the low to moderate income residents of Georgetown, Horry, and Williamsburg Counties, as well as the participating units of local government.

Sincerely,

Sel Hemingway  
Georgetown County Administrator

Cc: WHC Membership  
Sarah Smith, Executive Director WRCOG

Item Number: 15.c  
Meeting Date: 2/14/2017  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Property Lease Agreement with Georgetown County Historical Society

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

The request for County Council's approval of a proposed property lease agreement with the Georgetown County Historical Society is in recognition of Georgetown County's support of the Plantersville Scenic Byway Project.

A twelve mile route located adjacent to the Great Pee Dee River in upper Georgetown County, has been designated as the Plantersville Scenic Byway by the Secretary of Transportation and the Scenic Byway Committee, and is the State's latest addition to its scenic highway network.

The Plantersville Scenic Byway, located on secondary roads S-22-4 and S-22-52, is the home to numerous historic sites related to the area's rice culture. Samworth Plantation, owned by the S.C. Department of Natural Resources, is a great location for observing wildlife and learning about the natural habitat of animals in our local area.

The Georgetown County Historical Society has taken ownership of a parcel of vacant land (totaling approximately 1 acre) at the corner of US Highway 701 and S-22-4, envisioning a potential area to initiate bike tours, provide parking for vehicles transporting bicycles, and placement of a kiosk to provide historic information regarding the scenic route. The proposed property lease agreement will allow Georgetown County to assist in maintenance and upkeep of the property.

**OPTIONS:**

1. Approve proposed lease agreement with Georgetown County Historical Society in support of the Plantersville Scenic Byway Project.
2. Do not approve proposed lease agreement with Georgetown County Historical Society.

**STAFF RECOMMENDATIONS:**

Recommendation to approve proposed lease agreement with Georgetown County Historical Society in support of the Plantersville Scenic Byway Project.

**ATTACHMENTS:**

Description

Type

- Property Lease Agreement between Georgetown County and Georgetown County Historical Society Exhibit

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

LEASE AGREEMENT

THIS PROPERTY LEASE AGREEMENT ("Agreement" or "Lease") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Georgetown County, a body politic organized under the laws of the State of South Carolina, (hereinafter referred to as Lessee) AND Georgetown County Historical Society, a nonprofit corporation organized under the laws of the State of South Carolina (hereinafter referred to as Lessor).

IN CONSIDERATION of the mutual promises and covenants hereinafter contained and the rental amount agreed to be paid and received, the Lessor and Lessee do mutually agree as follows:

**1. Leased Property.** The Lessor, and in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by Lessee, hereby leases Lessee that certain property commonly known as 1 acre of land located at the corner of North Fraser Street and Plantersville Road owned by the Lessor consisting of a vacant land containing approximately one acre, more or less, as shown on a plat entitled "Plat of 1.0 Acre at the Northeastern Intersection of U.S. Hwy 701 and S-22-4, A Portion of Greenfield Plantation Surveyed for Plantersville Scenic Byway Advisory Committee" dated January 14, 2016 and recorded February 16, 2016 in Record Book/Plat Slide 2741 at page 106 in the Register of Deeds for Georgetown County (Hereinafter referred to as Leased Property).

TO HAVE AND TO HOLD unto Lessee for the time and upon the terms as hereinafter set forth.

**2. Representations of Lessor.** The Lessor represents that it owns the Leased Property in fee simple, that the title to the Leased Property is good and marketable and free from encumbrances. Lessor further represents that it has the right to make this Agreement.

**3. Term.** The Initial Term of this Agreement shall be for twenty five years, beginning on the Commencement Date (as defined herein) and ending at twelve o'clock (12:00) midnight on the date twenty five years thereafter, unless sooner terminated by Lessor as herein provided. The Commencement Date shall be the date specified in writing by the Lessor on which the Lessee may take possession of the Leased Property. The Lessee shall have no right, title, interest or equity in the Leased Property prior to the Commencement Date and the Lessor shall have absolute discretion in determining the Commencement Date based solely on its own interests.. THE LESSOR COVENANTS AND AGREES THAT IT WILL NOT ENTER INTO ANY OTHER LEASE OBLIGATIONS, SELL, TRANSFER, OR OTHERWISE CONVEY THE LEASED PREMISES DESCRIBED HEREIN PRIOR TO THE COMMENCEMENT DATE WITHOUT THE PRIOR CONSENT OF THE LESSEE REGARDING EARLY TERMINATION OF THIS LEASE AGREEMENT.



**4. Renewal Term.** The Lessee and Lessor shall, at then end of the initial term, negotiate regarding the terms of a renewal, if any, and any agreement of a renewal term shall be evidenced in a separate document. If the Lessor or Lessee have no intention of renewing the terms of this Agreement at the end of the initial term, written notice declaring such shall be delivered to either party not less than one hundred eighty (180) days prior to the completion of the Initial Term.

**5. Early Termination.** a. Lessee shall have the right to terminate this Agreement at any time during the term hereof in the event the Lessee determines the property is no longer useful for the implementation of the current historical or educational goals of the Lessee.

a. The Lessor shall have the right to terminate this agreement if after eighteen (18) months from the commencement date of the initial term if the Lessee has failed to occupy the premises for its principal purpose which shall be the operation of a local history museum. This determination shall be in the sole discretion of the Lessor.

b. Further, the Lessor shall have the right to terminate this agreement if after twelve (12) months from the commencement date of the initial term if the Lessee has failed to procure the necessary funding to renovate, refurbish, or occupy the leased premises in order to operate a historical museum. This determination shall be in the sole discretion of the Lessor.

c. If the Leased Property is subject to a Condemnation action, or if a portion is Condemned, then the term of this Agreement shall automatically cease and terminate as of the date of such taking or condemnation.

**6. End of Term.** Upon expiration of the Initial Term, Renewal Term, or other termination of this Agreement, Lessee shall quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall remove from the property all of its property, to include any improvements (unfixed) to the property.

**7. Holdover Occupancy.** If the Lessee shall remain in possession of the Lease Property after the expiration of either the Initial Term or the Renewal Term of this Agreement, such possession shall be as a month-to-month Lessee subject to the terms of this lease, including adjustments in rents as provided below. If Lessee is occupying the Leased Property as a month-to-month Lessee, the Lessor can terminate the month-to-month occupancy at any time upon thirty (30) days written notice to the Lessee.

**8. Rent and Lease Payments.** a. Commencing on the Commencement Date, Lessee shall pay lessor Rent (as herein defined) at the address specified in Paragraph 28, or other such place as may be designated by Lessor. The Rent shall be one dollar per year and said Rent shall be payable in advance on or before the first day of each year without notice. Rent shall not be subject to deduction.

**10. Fees and Taxes.** Lessee's obligation under this paragraph shall NOT include payments of any and all charges, taxes or fees imposed by Federal, State or Local governments, or any agencies thereof, on, in connection or resulting from or arising out

of Lessee's use of occupancy of the Leased Property unless directly associated and connected with any improvements made by the Lessee to the Leased Property. Further, the Lessee shall be responsible for and shall timely pay any and all personal property taxes or fees for only its personal property which may be assessed by all governing bodies with jurisdiction upon Lessee's personal property located upon the Leased Property. The Lessor shall timely pay all real property taxes which may be assessed upon the Leased Property by all governing bodies with jurisdiction.

**11. Use of Leased Property.** a. During the Initial Term of this Agreement, and any renewal period thereof, Lessee shall occupy and use the Leased Property for the purpose of history or education activities and fixtures. The failure of Lessee to continuously use, occupy, operate or conduct its business within the Leased Property during the term of this Agreement for a continuous period of twelve (12) months **shall constitute an event of default hereunder.**

b. Lessee shall be allowed to install reasonable exterior signs and graphic materials on the exterior façade of the Leased Property for advertisement and recognition so long as the signs conform to all applicable Sign and Zoning Ordinances for the County of Georgetown.

**12. Services Provided.** a. Lessor/Lessee agree to provide reasonable access to the Lease Property.

**13. Covenant of Quite Enjoyment.** The Lessee, upon the payment of Rent herein reserved and upon the performance of all other terms of this Agreement, shall at all times during the lease term, and during any extension term, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor.

**14. Maintenance.** Lessee/Lessor shall keep the property clean and free of all trash and debris at all times and maintain the leased property in an orderly fashion.

**15. Repairs.** The Lessor shall only be responsible for repairs needed to fixtures it places on the Leased Property. Lessee shall only be responsible for repairs needed to fixtures it places on the Leased Property. Any repairs required by either party shall be made promptly.

**16. Sublease/Assignment.** Lessee agrees not to assign any interest of Lessee hereunder or sublet, license or permit any other party or parties to occupy any portion of the property without first obtaining consent from the Lessor but in no way shall the Lessor be obligated to consent.

**17. Right of Entry.** Lessor shall have the right for its employees and authorized representatives to enter the property for the purpose of inspecting or protecting such premises and of doing any and all things which Lessor may deem necessary for the proper conduct and operation.

**18. Compliance with Governmental Orders, Regulations, Etc.** The Lessee covenants and agrees to comply with all governmental rules, laws and ordinances during the term of its lease. Any failure to do so by the Lessee will result in a breach of this Agreement.

**19. Insurance.** Lessee agrees to maintain, at its own expense, general liability insurance policy or policies. The insurance required by this Agreement shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina. Lessee agrees to maintain a policy with at least \$300,000.00 in coverage for a single occurrence and at least \$50,000.00 for any loss of property. Lessee agrees to furnish Lessor with a copy of certificates and binders evidencing the existence of the insurance required herein within forty-five (45) days of the commencement date of this Agreement. Lessor must receive at least ten (10) days prior written notice of any cancellation of Lessee's insurance coverage. Failure to maintain insurance coverage as stated above shall constitute a breach of this agreement.

The Lessee shall be responsible for insuring its personal property and other contents that are deemed necessary to be covered by insurance and in no way shall the Lessor be liable or responsible for the Lessee's personal property. Likewise, the Lessor shall be responsible for insuring its personal property and other contents, such as fixtures, it may keep or place on the Lease Property.

**20. Casualty.** In the event the Leased Property, or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the leased property is not rendered untenable by such damage.

**21. Alterations and Improvements.** The Lessee shall not make any alterations and improvements to the interior or exterior of the Leased Property without the Lessor's written consent, however, such consent shall not be unreasonably withheld.

**22. Utilities.** Lessor shall be responsible for and shall pay all charges due for any and all utilities consumed by the Lessor. Lessee shall be responsible for and shall pay all charges due for any and all utilities consumed by the Lessee.

**23. Default.** If Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceedings under any insolvency or bankruptcy act (or any amendment thereto hereafter made) seeking to effect a reorganization or a composition with Tenant's creditors, or if (in any proceeding based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee of the leased property, or if any proceeding shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of the law of if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, or if there shall be a default in the payment of the rental reserved hereunder, or any part thereof for more than thirty (30) days after written notice of such default by the Lessor, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than sixty

(60) days after written notice of such default by the Lessor, then Lessor may, at Lessor's sole option, terminate this Agreement.

If the Lessor shall be in default in the performance of any covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessor for more than thirty (30) days after written notice of such default by Lessee, then Lessee may, at Lessee's sole option, terminate this Agreement.

**24. DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT.** LESSEE HEREBY DISCLAIMS AND LESSOR HEREBY RELEASES LESSEE FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSOR, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM (INITIAL OR RENEWAL OR MONTH-TO-MONTH) OF THIS AGREEMENT. THE PARTIES DO AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSEE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE PREMISES.

THE LESSOR SHALL NOT HOLD THE LESSEE RESPONSIBLE FOR ANY LIABILITIES THAT ARISE AS A RESULT OF THE LESSOR'S FAILURE TO COMPLY WITH THE AGREEMENT HEREIN OR ANY OTHER LIABILITY THAT MAY OCCUR PURSUANT TO AN ACT OF THE LESSOR. THE LESSEE COVENANTS AND AGREES TO ACCEPT RESPONSIBILITY FOR ALL BODILY INJURY AND PROPERTY DAMAGE THAT OCCURS PURSUANT TO ACTS OF THE LESSEE.

**25. Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of South Carolina. Any litigation arising out of this agreement shall be resolved through the 15<sup>th</sup> Judicial Circuit Court of South Carolina in Georgetown County. **THIS LEASE AGREEMENT IS NOT SUBJECT TO ARBITRATION.**

**26. Relationship of Parties.** The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

**27. Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to other rights and remedies available to either party in law or equity.

**28. Notices.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested and shall be deemed to have been given at the time it is duly deposited and registered in any US Mail Post Office or Branch Post Office:

If to Lessee: Sel Hemingway  
Georgetown County Administrator  
P.O. Drawer 421270  
Georgetown, SC 29442

If to Lessor: Georgetown County Historical Society  
Museum Director  
632 Prince Street  
Georgetown, SC 29440

**29. Waiver.** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof.

**30. Successors Bound.** This Agreement shall be binding on and shall inure to the benefit of heirs, legal representatives, successors and assigns of the parties hereto unless the Lessor and Lessee otherwise enact a written agreement stating otherwise.

**31. Severability.** If a provision hereof shall be finally declared void or illegal by any court of agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

**32. Gender and Singular.** In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

**33. Captions.** The captions appearing in the beginning of each separate numbered section in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions contained herein.

**34. Written Changes.** This Agreement may not be changed orally, but only be agreement in writing and signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this the date and year first above written.

**WITNESSES**

**LESSEE: GEORGETOWN COUNTY**

\_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_

**ITS:** \_\_\_\_\_

**LESSOR: GEORGETOWN COUNTY  
HISTORICAL SOCIETY**

\_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_

**ITS:** \_\_\_\_\_