

Council Members

District 1: John Thomas, *Chairman*
District 2: Ron L. Charlton
District 3: Everett Carolina
District 4: Lillie Jean Johnson, *Vice Chair*
District 5: Raymond L. Newton
District 6: Steve Goggans
District 7: Louis R. Morant

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

February 11, 2020

5:30 PM

County Council Chambers

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 28, 2020**
- 6. CONSENT AGENDA**
 - 6.a Contract #19-034, Coastal Asphalt, LLC - Task Order 04, Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ**
- 7. PUBLIC HEARINGS**
 - 7.a ORDINANCE 20-01 – TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND, FURTHER IDENTIFIED AS TAX MAP PARCELS TMS 04-0147A-012-02-00 and TMS 04-0147A-012-03-00, from MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.**
 - 7.b ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING PROPERTY LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER**
 - 7.c Ordinance No. 20-04 - To authorize the sale of parcels located within the 933+/- acre site, designated as TMS No. 01-0437-002-00-00, and located along Pennyroyal Road, in Georgetown County, South Carolina.**

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

- 8.a Economic Development Alliance Board**
- 8.b Tourism Management Commission**
- 8.c Zoning Board of Appeals**

9. RESOLUTIONS / PROCLAMATIONS

- 9.a Resolution No. 20-03 - To Reaffirm Georgetown County Council's Support for It's Public Comment Period and County Council's Residency Requirements**
- 9.b Proclamation No. 20-04 - Celebrating the 100th Anniversary of the League of Women Voters of the United States and the League of Women Voters of Georgetown County**

10. THIRD READING OF ORDINANCES

- 10.a ORDINANCE 20-01 – TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND, FURTHER IDENTIFIED AS TAX MAP PARCELS TMS 04-0147A-012-02-00 and TMS 04-0147A-012-03-00, from MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.**
- 10.b Ordinance No. 20-02 - To rezone two parcels located south of Archer Road, approximately 167 ft northwest of Geney Lane, in Pawleys Island (Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00) from General Residential (GR) to General Commercial (GC).**
- 10.c ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING PROPERTY LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER**
- 10.d Ordinance No. 20-04 - To authorize the sale of parcels located within the 933+/- acre site, designated as TMS No. 01-0437-002-00-00, and located along Pennyroyal Road, in Georgetown County, South Carolina.**

11. SECOND READING OF ORDINANCES

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 20-05 - An amendment to the Article XVII, Section 1702.2 of the Zoning Ordinance regarding the submission time frame for applications to the Planning Commission**
- 12.b Ordinance No. 20-06 - An amendment to Article 2, Section 2-2 of the Development Regulations regarding the time frame for applications to the Planning Commission**
- 12.c ORDINANCE NO. 20-07 - AN ORDINANCE TO AMEND ORDINANCE NO. 2017-17 TO AUTHORIZE THE LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE GEORGETOWN COUNTY AIRPORTS.**

12.d ORDINANCE NO. 20-08 - AN ORDINANCE TO AMEND AN EXISTING AGREEMENT BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND TOWERCO LLC, PERTAINING TO THE LEASE OF SPACE TOTALING APPROXIMATELY 2,100 SQUARE FEET LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Property Purchase Agreements - Brick Chimney Road

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

16.a ORDINANCE No. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Personnel / County Administrator Replacement (Addendum)

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 2/11/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - January 28, 2020

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

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

STAFF RECOMMENDATIONS:

Request to defer action regarding approval of minutes for the meeting of January 28, 2020.

Item Number: 6.a
Meeting Date: 2/11/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Contract #19-034, Coastal Asphalt, LLC - Task Order 04, Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ

CURRENT STATUS:

In the October 8, 2019 regular session of County Council, award was made to Coastal Asphalt, LLC for Contract #19-034, for Non Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ. Individual task orders will be issued on an as needed basis.

POINTS TO CONSIDER:

- 1) This project is for the proposed resurfacing of Grate Ave.
- 2) Public Works recommends using this Coastal Asphalt, LLC for the Grate. Ave. resurfacing work as proposed under their County IDIQ agreement.
- 3) Coastal Asphalt, LLC has a history of successfully completed road resurfacing and repair projects for Georgetown County.

FINANCIAL IMPACT:

This project is fully funded in GL Account Number 420-901.50702.

OPTIONS:

- 1) Approve task order #4 under IDIQ contract with Coastal Asphalt in the amount of \$186,187.40.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

Public Services & Public Works staff recommend approval of task order #4 under the IDIQ Contract #19-034 with Coastal Asphalt in the amount of \$186,187.40 as indicated by their signatures on the attached task order form.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ Task Oder 4 with Coastall Asphalt estimate attached.	Cover Memo
□ DRAFT PO# 2020-392	Cover Memo



Georgetown County, South Carolina

Execution of Contract Change or Adjustment

Type of Change: ☐ Change Order ☐ Contract Amendment ☒ Task Order ☐ Other:

Contract #	Sequence #	Amendment #
19-034	4	
Project #	GL Account	Purchase Order
Grate Ave Resurfacing P039482	420-901 50702	2020 - 00000392
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$164,128.50	\$186,187.40	\$350,315.90

Administration Use ONLY		
	Signature	Date
Budget Verified:		
Change Originator:	Kevin Stimpson	01/24/20

Consultant Name:	Coastal Asphalt, LLC																																																																																				
Contract Title:	Non-Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ - 19-034																																																																																				
Task Order Name:	Grate Ave Resurfacing																																																																																				
Scope of Work:	<table border="1"> <tr> <td>10</td> <td>Tree Removal</td> <td>6.00</td> <td>Each</td> <td>\$2,500.00</td> <td>\$15,000.00</td> </tr> <tr> <td>20</td> <td>18" RCP - Storm Drain</td> <td>120.00</td> <td>LF</td> <td>\$65.00</td> <td>\$7,800.00</td> </tr> <tr> <td>30</td> <td>Rip Rap</td> <td>50.00</td> <td>Tons</td> <td>\$100.00</td> <td>\$5,000.00</td> </tr> <tr> <td>40</td> <td>Grading & Widening with Stone Base</td> <td>490.00</td> <td>SY</td> <td>\$31.00</td> <td>\$15,190.00</td> </tr> <tr> <td>50</td> <td>8.0" FDP</td> <td>500.00</td> <td>SY</td> <td>\$63.00</td> <td>\$31,500.00</td> </tr> <tr> <td>60</td> <td>2.0" Milling</td> <td>3,667.00</td> <td>SY</td> <td>\$6.15</td> <td>\$22,552.05</td> </tr> <tr> <td>70</td> <td>1.5" Surface T-C (leveling)</td> <td>3,667.00</td> <td>SY</td> <td>\$11.75</td> <td>\$43,087.25</td> </tr> <tr> <td>80</td> <td>2.0" Surface T-C (overlay w/ Gutter)</td> <td>3,667.00</td> <td>SY</td> <td>\$14.50</td> <td>\$53,171.50</td> </tr> <tr> <td>90</td> <td>Double Yellow Line - Fast Dry Paint</td> <td>1,500.00</td> <td>LF</td> <td>\$1.00</td> <td>\$1,500.00</td> </tr> <tr> <td>100</td> <td>Stop Bar</td> <td>1.00</td> <td>Each</td> <td>\$25.00</td> <td>\$25.00</td> </tr> <tr> <td>110</td> <td>Yellow RPM</td> <td>19.00</td> <td>Each</td> <td>\$20.00</td> <td>\$380.00</td> </tr> <tr> <td>120</td> <td>Dress Shoulders w/ grassing</td> <td>3,000.00</td> <td>LF</td> <td>\$3.35</td> <td>\$10,050.00</td> </tr> <tr> <td>130</td> <td>High production discount</td> <td>3,667.00</td> <td>LS</td> <td>\$(5.20)</td> <td>\$(19,068.40)</td> </tr> <tr> <td colspan="4"></td> <td>TOTAL</td> <td>186,187.40 (SEE Coastal Proposal)</td> </tr> </table>	10	Tree Removal	6.00	Each	\$2,500.00	\$15,000.00	20	18" RCP - Storm Drain	120.00	LF	\$65.00	\$7,800.00	30	Rip Rap	50.00	Tons	\$100.00	\$5,000.00	40	Grading & Widening with Stone Base	490.00	SY	\$31.00	\$15,190.00	50	8.0" FDP	500.00	SY	\$63.00	\$31,500.00	60	2.0" Milling	3,667.00	SY	\$6.15	\$22,552.05	70	1.5" Surface T-C (leveling)	3,667.00	SY	\$11.75	\$43,087.25	80	2.0" Surface T-C (overlay w/ Gutter)	3,667.00	SY	\$14.50	\$53,171.50	90	Double Yellow Line - Fast Dry Paint	1,500.00	LF	\$1.00	\$1,500.00	100	Stop Bar	1.00	Each	\$25.00	\$25.00	110	Yellow RPM	19.00	Each	\$20.00	\$380.00	120	Dress Shoulders w/ grassing	3,000.00	LF	\$3.35	\$10,050.00	130	High production discount	3,667.00	LS	\$(5.20)	\$(19,068.40)					TOTAL	186,187.40 (SEE Coastal Proposal)
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List Authorized Sub-Consultants:	NONE																																																																																				
Deliverables:	Outlined in Scope of Work																																																																																				
Justification for Change:	Roadway Resurfacing																																																																																				
Start Date: NTP	Completion Date: 30 Days from NTP																																																																																				

The parties indicated herein have executed this agreement on the dates written below, the latest of which shall be deemed to be the effective date. No payment will be made for any work performed prior to the effective date. Unless otherwise indicated, receipt of this executed agreement is your Notice to Proceed with the work specified herein.

Georgetown County, SC Signatures: Ray C. Funnye Director of Public Services John Thomas Chair - County Council	 (Signature) 1/27/2020 Date
NOTES: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.	

Coastal Asphalt LLC
2142 Winburn Street
Conway SC 29527



Estimate

Phone: 843-397-7325
Fax: 843-397-1888

Date	Estimate #
1/24/2020	7597

Name / Address	Project Name
Georgetown County Department of Public Services 2236 Browns Ferry Road Georgetown, SC 29440	Grate Ave Widening and Overlay

COASTAL ASPHALT, LLC, subject to Terms and Conditions attached hereto and hereinafter stated, proposes to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at the above stated location or address. Bond is not included.

Item No.	Description	Qty	Unit	Rate	Total
10	Tree Removal	6	EA	2,500.00	15,000.00
20	Remove and Replace 18" Storm Drain	120	LF	65.00	7,800.00
30	Install Rip Rap	50	Tons	100.00	5,000.00
40	Grading/Widening with Stone Base	490	SY	31.00	15,190.00
50	8.0" Full Depth Asphalt Patch	500	SY	63.00	31,500.00
60	Mill existing asphalt to an average depth of 2.0" and dispose of off site.	3,667	SY	6.15	22,552.05
70	1.5" HMA Surface T-C for Leveling	3,667	SY	11.75	43,087.25
80	2.0" HMA Surface T-C Overlay w/ Valley Gutter	3,667	SY	14.50	53,171.50
90	Double Yellow Line - Fast Dry Paint	1,500	LF	1.00	1,500.00
100	Stop Bar - Fast Dry Paint	1	EA	25.00	25.00
110	Yellow RPM's	19	EA	20.00	380.00
120	Dress Shoulders w/ Hydroseeding	3,000	LF	3.35	10,050.00
130	High Production Discount off of contract prices	3,667	SY	-5.20	-19,068.40

This proposal is based on ONE mobilization.
Not responsible for drainage on areas with < 1.5% fall.

Total \$186,187.40

Payment in full, less retainage, for all work performed hereunder shall be due upon completion. It is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by COASTAL ASPHALT, LLC, as determined by field measurements upon completion. This proposal expires 30 days from hereof, but may be accepted at a later date at the sole option of COASTAL ASPHALT, LLC.

ACCEPTANCE OF THE PROPOSAL: The Prices, Terms and Conditions attached hereto and hereinbefore stated or attached are accepted, COASTAL ASPHALT, LLC is authorized to do the work as specified and payment will be made as set out herein.

DATE OF ACCEPTANCE: _____

ACCEPTED BY: _____



DRAFT

Bill To

GEORGETOWN COUNTY
ATTN ACCOUNTS PAYABLE
PO BOX 421270
GEORGETOWN, SC 29442-4200

Ship To

GEORGETOWN COUNTY PUBLIC
WORKS
2236 BROWNS FERRY ROAD
(a/k/a SC-51)
GEORGETOWN, SC 29440

Purchase Order

No. 2020-00000392

01/31/20

PURCHASE ORDER NUMBER MUST APPEAR ON ALL
INVOICES, SHIPMENTS, BILL OF LADING, AND
CORRESPONDENCE

Vendor 1128758 COASTAL ASPHALT LLC**Contact**

COASTAL ASPHALT LLC
ATTN: Terri Alford
2142 Winburn Street
Conway, SC 29527

Deliver by 03/25/20
Ship Via NONE
Freight Terms NONE
Originator Amanda Stirgwolt
Resolution Number 19-034, TO#4
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
186187.4000	\$/US	ROADWAY REPAIR		\$1.0000	\$186,187.40
Item Description CONTRACT# 19-034 SEQ. 4, GRATE AVE ROAD RESURFACING					
Detail Description NON-ENGINEERED ROAD REPAIR, RESURFACING, SEALING, & MARKING					
G/L Account		Project		Amount	Percent
420.901-50702 (Infrastructure)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	1/24/2020	Amanda Stirgwolt
3	Director	1/25/2020	Ray Funnye
4	Purchasing	1/31/2020	Nancy Silver

Subtotal \$186,187.40
Sales Tax \$0.00

Total Due \$186,187.40

SIGNATURE_____
SIGNATURE**Special Instructions**

This purchase item is part of an awarded contract for "Indefinite Delivery / Indefinite Quantity" (IDIQ).

EMail To: _____ Company: _____

Contract Ref: # _____

FROM: Georgetown County, SC Purchasing Office; PHONE: (843)545-3083 FAX: (843)545-3500 E-MAIL: purch@gtcounty.org

Item Number: 7.a
Meeting Date: 2/11/2020
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

ORDINANCE 20-01 – TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND, FURTHER IDENTIFIED AS TAX MAP PARCELS TMS 04-0147A-012-02-00 and TMS 04-0147A-012-03-00, from MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.

CURRENT STATUS:

The parcels are currently designated as medium density residential on the Future Land Use map.

POINTS TO CONSIDER:

1. The Planning Commission voted 6 to 0 to recommend approval to rezone TMS 04-0147a-012-02-00 and 04-0147a-012-03-00 from General Residential (GR) to General Commercial (GC).
2. The Commission also voted 6 to 0 to recommend approval to redesignate these parcels from medium residential to commercial.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Recommendations regarding the adoption of Ordinance No. 20-01 are provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 20-01 Amendment to Comprehensive Plan	Ordinance
<input type="checkbox"/> gray FLU attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-01

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND AND FURTHER IDENTIFIED AS TAX MAP PARCELS 04-0147A-012-02-00 AND 04-0147A-012-03-00, FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, IN COUNTY COUNCIL ASSEMBLED:

To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of two parcels located on Archer Road in Pawleys Island and further identified as tax map parcels 04-0147a-012-02-00 and 04-0147a-012-03-00 from medium density residential to commercial.

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2020.

John W. Thomas (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No.20-01, 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: _____

Rommie Gray Property FLU Map REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Rommie Gray

— Lot Lines

— Railroads

◆ Landmarks

Future Landuse

FUTURE_LAN

— CITY OF GEORGETOWN

— COMMERCIAL

— CONSERVATION PRESERVATION

— EASEMENT

— HIGH DENSITY RESIDENTIAL

— INDUSTRIAL

— LOW DENSITY RESIDENTIAL

— MEDIUM DENSITY RESIDENTIAL

— POND

— PRIVATE RECREATIONAL

— PUBLIC RECREATIONAL

— PUBLIC/SEMI-PUBLIC

— TOWN OF ANDREWS

— TOWN OF PI

— TRANSITIONAL

Municipalities

0 35 70 140 210 280 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.

RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Rommie Gray filed a request to rezone two parcels located south of Archer Road approximately 167 feet northwest of Geney Lane in Pawleys Island from General Residential (GR) to General Commercial (GC); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area for medium density residential development;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcels 04-0147A-012-02-00 and 04-0147A-012-03-00 as commercial.

ADOPTION OF THE FOREGOING RESOLUTION moved by _____, seconded by _____, and after discussion, upon call vote thereon, the vote was as follows:

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 7.b
Meeting Date: 2/11/2020
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate located on Pond Road situate in Murrells Inlet, South Carolina. Horry Telephone Cooperative is desirous of extending an existing lease for another 10 years, with optional renewal periods for the purpose of maintaining a wireless communications tower.

Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to extend the lease agreement with the Lessee for another 10 years with associated renewal terms as evidenced in the Lease Agreement. An increase of 15% in rent will be exercised upon this renewal.

OPTIONS:

1. Adoption of Ordinance No. 20-03
2. Do not adopt Ordinance. No. 20-03

STAFF RECOMMENDATIONS:

Recommendations regarding the adoption of Ordinance No. 20-03 are provided under separate report.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER	Ordinance
<input type="checkbox"/> Third Amendment - Pond Road Property Lease	Exhibit
<input type="checkbox"/> Pond Road Property Lease - Second Amendment	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-03

AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate located on Pond Road situate in Murrells Inlet, South Carolina; and

WHEREAS, HTC is desirous of extending an existing lease for another 10 years, with optional renewal periods for the purpose of 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 extend the lease agreement with the Lessee for another 10 years with associated renewal terms as evidenced in the Lease Agreement. Further, an increase of 15% in rent will be exercised upon this renewal; and

WHEREAS, a public hearing on said lease agreement was held _____, 2020.

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

That Georgetown County enter into the 3rd Amendment to the Lease Agreement, Exhibit A.

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 11th DAY OF FEBRUARY, 2020.

_____(Seal)
Chairman, Georgetown County Council

ATTEST:

Clerk to Council

This Ordinance, No 20-03, has been reviewed by me and is hereby approved as to form and legality.

Georgetown County Attorney

First Reading:

Second Reading:

Third Reading:

EXHIBIT A

Third Lease Amendment

This Third Lease Amendment(hereinafter the "Third Amendment") is executed this ____ day of _____, 2020 by and between the County of Georgetown ("Landlord") and Horry Telephone Cooperative, Inc. ("Tenant")

Witnesseth:

Whereas, Landlord and Tenant's Predecessor in Interest entered into that certain Option and Lease Agreement dated April 11, 1996 and a Memorandum and Amendment dated July 1, 1996 and a Second Memorandum dated March 1, 2006 (collectively, the "Lease") for the exclusive right to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, Landlord and Tenant desire to enter into this Third Amendment to extend the Term of the Lease, Increase the Rent payable by Tenant and to provide additional Renewal Options to Tenant;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. The parties agree to extend the term of the Lease for an additional ten (10) years, commencing on May 24, 2021;
2. Licensee shall have the option to extend the term of the Lease for four (4) additional consecutive ten (10) year periods beyond the ten year extension term.
3. The rent shall increase on May 24, 2021 by Fifteen Percent (15%) over the rent amount for the previous year and shall then increase by Fifteen Percent (15%) every Five (5) Years thereafter during the term and any extensions thereof.
4. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
5. The Lease and this Third Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and/or this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Third Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment under the seal the day and year first above written.

LANDLORD:

Witnesses

The County of Georgetown

By: _____

Name: _____

Its: _____

TENANT:

Witnesses

Horry Telephone Cooperative, Inc.

By: _____

Name: _____

Its: _____

Third Lease Amendment

This Third Lease Amendment(hereinafter the "Third Amendment") is executed this ____ day of _____, 2020 by and between the County of Georgetown ("Landlord") and Horry Telephone Cooperative, Inc. ("Tenant")

Witnesseth:

Whereas, Landlord and Tenant's Predecessor in Interest entered into that certain Option and Lease Agreement dated April 11, 1996 and a Memorandum and Amendment dated July 1, 1996 and a Second Memorandum dated March 1, 2006 (collectively, the "Lease") for the exclusive right to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, Landlord and Tenant desire to enter into this Third Amendment to extend the Term of the Lease, Increase the Rent payable by Tenant and to provide additional Renewal Options to Tenant;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. The parties agree to extend the term of the Lease for an additional ten (10) years, commencing on May 24, 2021;
2. Licensee shall have the option to extend the term of the Lease for four (4) additional consecutive ten (10) year periods beyond the ten year extension term.
3. The rent shall increase on May 24, 2021 by Fifteen Percent (15%) over the rent amount for the previous year and shall then increase by Fifteen Percent (15%) every Five (5) Years thereafter during the term and any extensions thereof.
4. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
5. The Lease and this Third Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and/or this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Third Amendment.

Signatures on Following Pages

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment under the seal the day and year first above written.

LANDLORD:

Witnesses

The County of Georgetown

By: _____

Name: _____

Its: _____

TENANT:

Witnesses

Horry Telephone Cooperative, Inc.

By: _____

Name: _____

Its: _____

Acknowledgements

State of South Carolina

County of _____

I, _____ a notary public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____ SEAL

State of South Carolina

County of _____

I, _____ a notary public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____ Horry telephone Cooperative, Inc., a South Carolina Corporation and that by authority duly given as the act of Horry telephone Cooperative, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Notary Public

My Commission Expires : _____ SEAL

Second Lease Amendment

This Second Lease Amendment (hereinafter the "Amendment") is executed this 9th day of August, 2005 by and between the County of Georgetown ("Landlord") and HTC Communications, Inc. ("Tenant") *UC* *UC* *SA*

Witnesseth:

Whereas, Landlord and Gearon & Co., Inc ("Gearon") entered into that certain Option and Lease Agreement dated April 11, 1996 (as heretofore amended, the "Lease") for the exclusive right and option to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, HTC Communications, Inc. *UC* *UC* *SA* is successor in interest to Gearon and is now the Tenant under the Lease;

Whereas, Landlord and Tenant desire to enter into this Amendment to provide Tenant with additional ground space to be added to the Tenant's Property as is approximately described in Exhibit A attached hereto and made a part hereof (the "Additional Ground Space") and to increase the rent payable by Tenant to Landlord;

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to include the Additional Ground Space as part of the Property under the terms and conditions of the Lease and to increase the rent as set forth herein;

Amendment to Lease Agreement

Landlord warrants that it is seized of good and marketable title to the Additional Ground Space and has the full power and authority to enter into and execute this Amendment and the full power and authority to lease the Additional Ground Space to Tenant.

Landlord hereby acknowledges that this Amendment shall constitute notice as required under the Lease that Tenant intends to sublease a portion of the Property and the Additional Ground Space to Cellco General Partnership (d/b/a Verizon), its successors and assigns.

Property: Effective as of the full execution hereof, the Property as defined in the Lease shall be hereby amended to include the Additional Ground Space as shown on Exhibit A hereto as part of the Property. Landlord may survey the Property and the survey shall then become Exhibit B to this Amendment which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit A.

Rent: The rent shall be amended such that it is to be increased from the execution hereof forward by thirty-three percent (33%) of the amount originally called for under the Lease as it existed prior to this Amendment until the expiration or termination of the Lease or the termination of this Amendment, whichever occurs first.

Memorandum: At the request of Tenant, Landlord agrees to execute a memorandum or short form of the Agreement as amended in recordable form for the purpose of giving third parties notice thereof.

Termination: In addition to any termination rights provided in the Lease, Tenant may terminate this Amendment at any time after the execution hereof by delivery of written notice to Landlord immediately whereupon this Amendment shall be deemed of no further effect and the Leased Area and the Rent shall from such date forth be as set forth in the Lease as it existed prior to the execution of this Amendment.

Full Force and Effect: Except as modified herein, the Lease remains unchanged and in full force and effect.

Signatures on Following Pages

IN WITNESS WHEREOF, the undersigned have executed this Amendment under the seal the day and year first above written.

LANDLORD:

The County of Georgetown

By: Sel Hemingway

Name: Sel Hemingway

Its: Chairman

Witnesses
[Signature]
[Signature]

TENANT:

HTC Communications, Inc. ^{UC EKC}

By: Lowell K. Carter

Name: Lowell K. Carter

Its: Authorized Representative

Witnesses
[Signature]
[Signature]

Acknowledgements

State of South Carolina

County of Georgetown

I, Elizabeth Goodale a notary public for said County and State, certify that SEL Hemingway personally appeared before me this day and acknowledged that he/she is Council Chairman of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 2nd day of August, 2011.

Elizabeth J. Goodale
Notary Public

My Commission Expires : July 8, 2013 SEAL

State of South Carolina

County of Horry

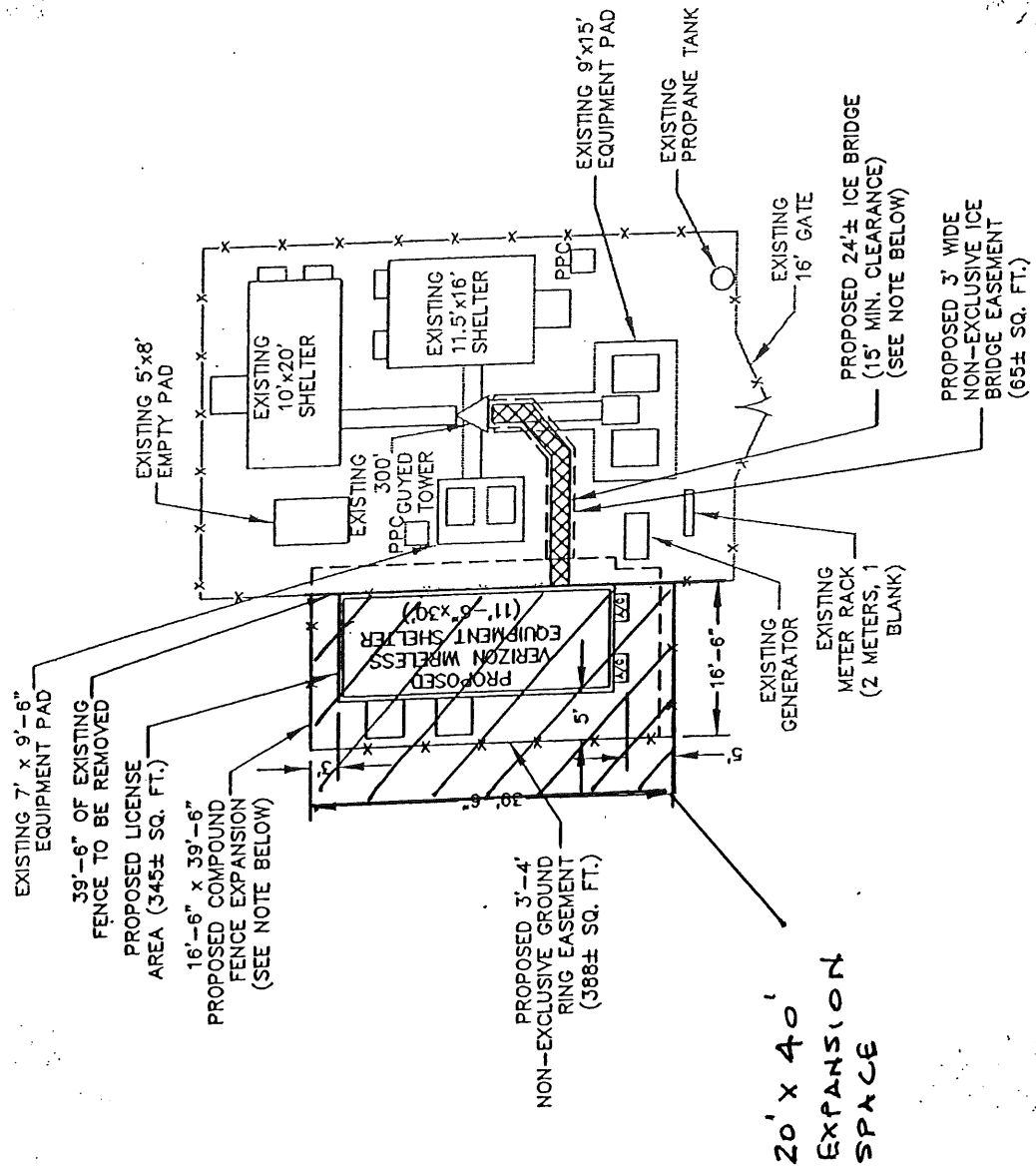
I, Dean Varner a notary public for said County and State, certify that Lowell Carter personally appeared before me this day and acknowledged that he/she is Authorized Representative of HTC Communications, Inc., a South Carolina Corporation and that by authority duly given as the act of HTC Communications, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 1 day of March, 2011.

[Signature]
Notary Public

My Commission Expires : 10/29/2007 SEAL

EXHIBIT A



State of South Carolina

County of Horry

Second Memorandum of Lease

The County of Georgetown (Landlord) hereby memorializes its lease to HTC Communications, ~~Inc.~~ (Tenant). *LLC LLC*

WITNESSETH:

WHEREAS, Landlord and Gearon & Co., Inc ("Gearon") entered into that certain Option and Lease Agreement dated April 11, 1996 (as heretofore amended, the "Lease") for the exclusive right and option to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

WHEREAS said Lease was amended by a MEMORANDUM OF LEASE AND AMENDMENT TO LEASE;

WHEREAS, HTC Communications, ~~Inc.~~ *LLC* is successor in interest to Gearon and is now the Tenant under the Lease; and

WHEREAS, HTC Communications and the County of Georgetown executed a Second Amendment to Lease to increase the size of the Property.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Description of the Property: The Property leased to Tenant has been increased in size as shown on Exhibit A attached hereto and incorporated herein by reference.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby and to modify the legal description of the subject property to be as shown on Exhibit A, attached hereto and incorporated herein by reference all of which are hereby confirmed.

Signatures on Following Page

IN WITNESS WHEREOF, the undersigned have executed this Memorandum under the seal the day and year first above written.

LANDLORD:

The County of Georgetown

By: Sei Hemingway

Name: Sei Hemingway

Its: Chairman

Witnesses

William J. J. J.
Lucinda J. J.

TENANT:

HTC Communications, Inc.

By: Lowell R. Carter

Name: Lowell R. Carter

Its: Authorized Representative

Witnesses

E. J. J.
E. J. J.

Acknowledgements

State of South Carolina

County of Georgetown

I, Elizabeth Goodale a notary public for said County and State, certify that Sel Hemingway personally appeared before me this day and acknowledged that he/she is Council Chairman of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 9th day of August, 2005.

Elizabeth G. Goodale
Notary Public

My Commission Expires : July 8, 2013 SEAL

State of South Carolina

County of Horry

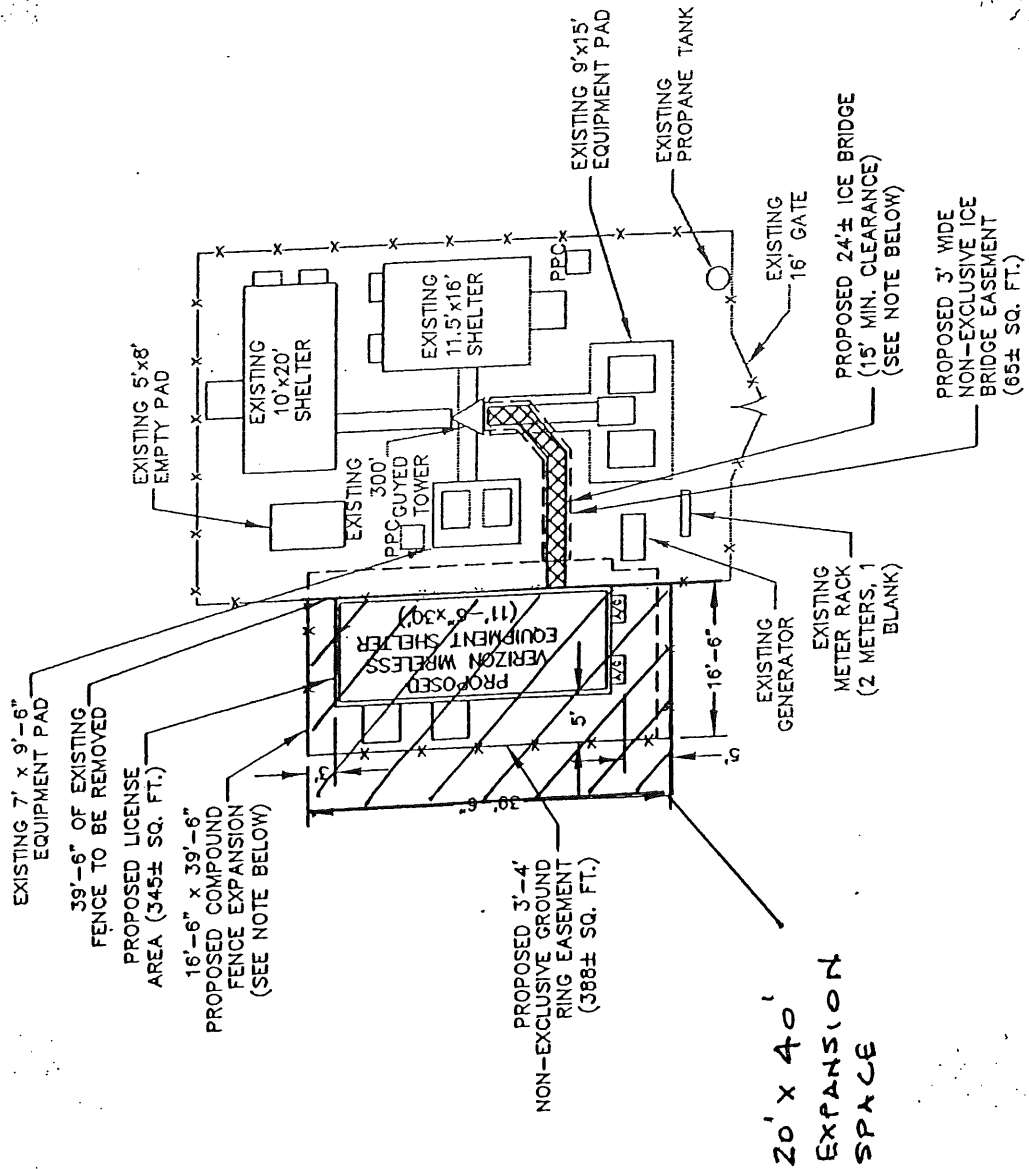
I, Dean Varner a notary public for said County and State, certify that Lowell Carter personally appeared before me this day and acknowledged that he/she is Authorized Representative of HTC Communications, Inc., a South Carolina Corporation and that by authority duly given as the act of HTC Communications, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 1 day of March, 2006

[Signature]
Notary Public

My Commission Expires : 10/29/2007 SEAL

EXHIBIT A



OPTION AND LEASE AGREEMENT

THIS AGREEMENT, made this 11th day of April, 1996 between
County of Georgetown
 (the "LANDLORD") and GEARON & CO., INC. (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located in Georgetown
 County, State of South Carolina and TENANT desires to obtain an
 option to lease a portion of such real property, containing approximately 2400 square
 feet, together with a right of way thereto, as hereinafter described (such portion of real
 property and such right of way being hereinafter called the "Property"). The Property is
 more specifically described in Exhibit "A", and substantially shown as outlined in red on
 Exhibit "A-1", both attached hereto and made a part hereof.

OPTION

NOW THEREFORE, in consideration of the sum of _____
 Dollars (\$ _____, the "Option Money"), to be paid by TENANT to LANDLORD upon
 TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the
 exclusive right and option (the "Option") to lease the Property in accordance with the terms
 and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to
10-11, 1996 (the "Option Period"). At TENANT's election, and upon
 TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option
 Period may be further extended for an additional period of six (6) months, through and
 including 4-11, 1996 with an additional payment of
 _____ Dollars (\$ _____) by TENANT
 to LANDLORD for the extension of the Option Period. The Option Period may be thereafter
 further extended by mutual agreement in writing. If TENANT fails to exercise the Option
 within the Option Period, as it may thereafter be extended as provided herein, the Option
 shall terminate, all rights and privileges granted hereunder shall be deemed completely
 surrendered, LANDLORD shall retain all money paid for the Option, and no additional
 money shall be payable by either party to the other.

Transfer of Option. The Option may be sold, assigned, or transferred at any time
 by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its
 parent company or to any third party agreeing to be subject to the terms hereof. Otherwise,
 the Option may not be sold, assigned or transferred without the written consent of
 LANDLORD, such consent not to be unreasonably withheld. From and after the date the
 Option has been sold, assigned or transferred by TENANT to a third party agreeing to be
 subject to the terms hereof, TENANT shall immediately be released from any and all liability

under this Agreement, including the payment of any rental or other sums due, without any further action

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this AGREEMENT

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property except as set forth in Exhibit B, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement, except as set forth in Exhibit B

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning

approvals or other certificates permits licenses or approvals. TENANT desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable) so as to relocate or enlarge all or any portion of the Property to other portions of LANDLORD's Surrounding Property (a "Relocation Site". TENANT shall notify LANDLORD of such desire and deliver to LANDLORD a copy of the survey and legal description of the portions of the Property and LANDLORD's Surrounding Property that TENANT proposes as a Relocation Site. LANDLORD shall have the right to approve any Relocation Site, and LANDLORD agrees not to unreasonably withhold its approval. such approval to be based on commercially reasonable standards. LANDLORD agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LANDLORD and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LANDLORD approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable), and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LANDLORD shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Utility Services. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT or to the utility company. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to)

costs of environmental assessments, title examinations, zoning application fees and attorneys' fees and other legal expenses of TENANT.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. Lease of Property. LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20') wide right of way extending from the nearest public right of way, which is known as POND ROAD, to the Property, as such right-of-way is shown on Exhibit "A" hereto (the "Right-of-Way").

2. Initial Term and Rental. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of \$ _____ Dollars (\$ _____) to be paid in equal monthly instalments on the first day of each month during the term, in advance, to County of Georgetown or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$ _____
2nd	\$ _____
3rd	\$ _____
4th	\$ _____

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use.** TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on LANDLORD's Surrounding Property and/or the Right of Way reasonably necessary for the maintenance and operation of the Communications Facility. TENANT will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition

TENANT, at TENANT'S option, may erect either a self supporting tower or a guyed tower suitable for its proposed use. Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over and across the Property as well as the property owned by LANDLORD surrounding the Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT'S tower. The easement granted herein shall extend such distance from the TENANT'S tower as is reasonably necessary, in TENANT'S sole discretion, to properly support said tower with the area over which such wires extend being considered a part of the easement area and the leased Property. LANDLORD grants TENANT 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 TENANT'S tower or the tower's guy wires or the TENANT'S other improvements.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Indemnification.** TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy.

9. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the

improvements constructed by TENANT on the Property. TENANT shall reimburse LANDLORD as additional rent for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent.

10. Removal of Improvements. Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

11. Sale of Property. If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any other areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other communications facilities if, in TENANT's sole judgment, such installation, operation or maintenance would interfere with TENANT's facilities.

12. Quiet Enjoyment. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. Assignment. This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, to any successor entity with or into which TENANT is sold, merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. TENANT may sublease the Property, but will provide notice to LANDLORD of the sublease.

14. **Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LANDLORD, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

16. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Property. LANDLORD, at LANDLORD's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

17. **Hazardous Substances.** LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being

generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

18. Opportunity to Cure. If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty(60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. Governing Law. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

20. Notices. All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT

Gearon & Co., Inc.
6650 Powers Ferry Road, Suite 125
Atlanta, Georgia 30339

LANDLORD

County of Georgetown
P.O. Drawer 1270
Georgetown, S.C. 29442

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

21. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

22. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in such form as shown on Exhibit "D" attached hereto and made a part hereof, in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

23. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

See Release on Page 74

FORM NO.

88 MAY 74

Form 14-700 to Paid State

Revised 7

STATE OF SOUTH CAROLINA,
COUNTY OF GEORGETOWN



Exh. b. + A

KNOW ALL MEN BY THESE PRESENTS, THAT
I, James Wesley Hughes, of the Murrells Inlet Section of Georgetown County,

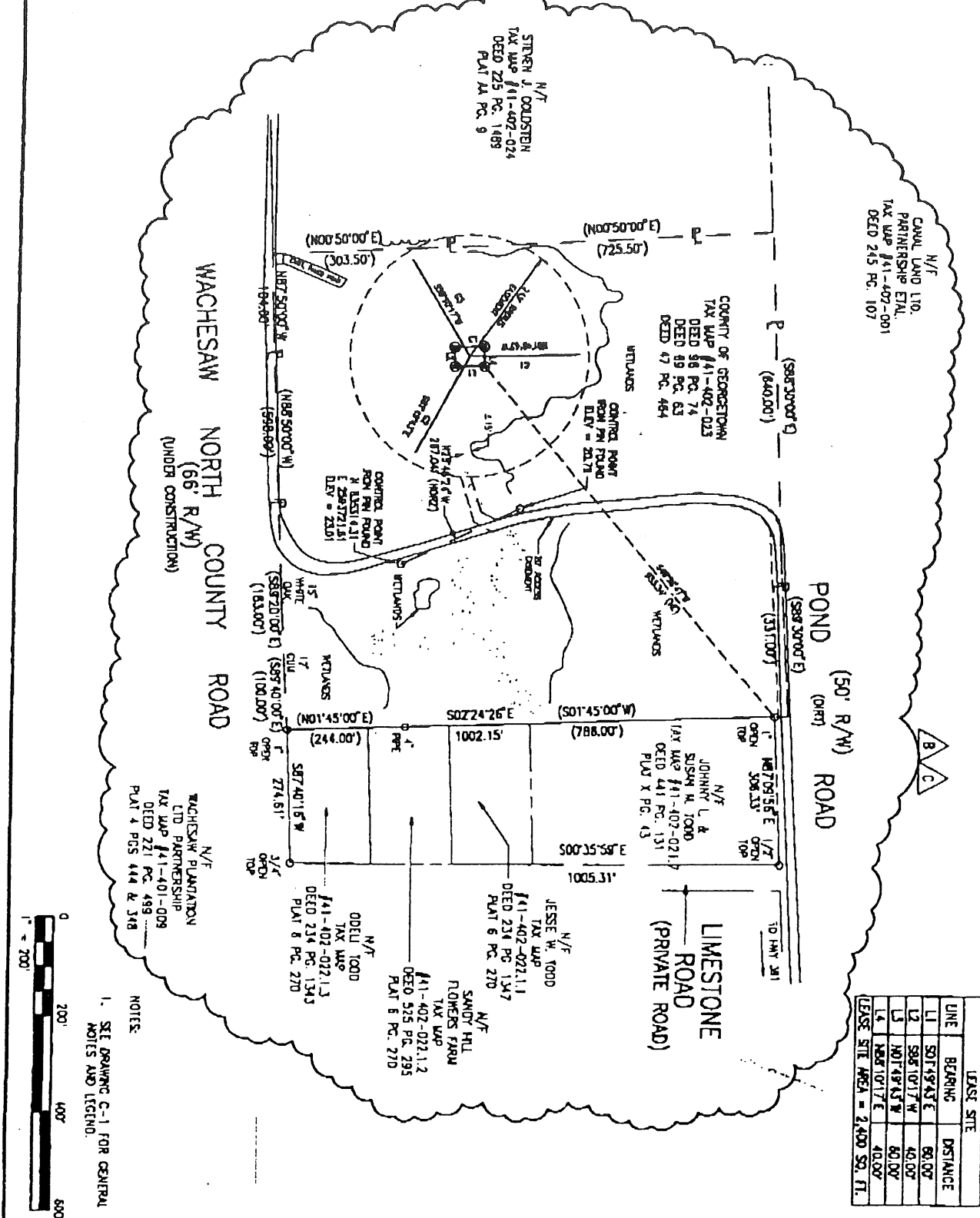
to the State aforesaid for and in consideration of the sum of
TEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS,
to be in hand paid at and before the sealing of these presents by County of Georgetown
a body politic,
to the State aforesaid the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release
unto the said COUNTY of Georgetown.

All that certain piece, parcel or tract of land situate, lying and being
in Georgetown County, State of South Carolina, containing twenty (20)
acres, more or less, and being bounded as follows: Northwest by lands of
International Paper Company; Southeast by lands of W. A. Kimbal; Northeast
by other lands of Oscar Perry Causey; and Southwest by lands of Charlie
Strickland.

Being the premises conveyed to the grantor herein by deed of H. W. Gordon
dated January 1, 1966, and recorded in the office of the Clerk of Court
for Georgetown County in deed book 69 at page 63.

Exhibit "A1"

SOUTH CAROLINA GRID NORTH (MAD 83)



BELLSOUTH
Carrollas PCS, L.P.

09-072-062-A

SITE
SLURRY

PROFESSIONAL SEAL
Professional Surveyor
No. 000218

CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA
PEDIANT OUSE
HENSLEY
No. 000218

NOTES:

1. SEE DRAWING C-1 FOR CENTRAL NOTES AND LEGEND.

22597-09

C-2

EXHIBIT "B"

List all deeds to secure Debts, Mortgages, Liens or Judgments encumbering the Property.

If none, please state "none".

Debts:

Lender:

Loan Officer Name and Telephone

Loan Number:

Liens:

Judgments:

EXHIBIT "C"

Legal Description and Survey of the Property (to be attached at a later date).

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

MEMORANDUM OF LEASE

("LANDLORD"), hereby leases to GEARON & CO., INC., a Georgia corporation ("TENANT"),
for a term beginning the _____ day of _____, 199__ and continuing for a
maximum period of _____ (____) years, including extensions and renewals, if any, the
following property:

See Exhibit A attached hereto for property description

The provisions set forth in a written lease agreement between the parties dated the
_____ day of _____, 199__ (the "Lease"), are hereby incorporated into this
memorandum.

TENANT may, pursuant to the terms and conditions contained in the Lease, assign its
interest under the Lease without the consent of LANDLORD.

LANDLORD:

GEORGETOWN COUNTY
By: [Signature] President
Attest: Suzanne M. Whitman Secretary

(CORPORATE SEAL)

TENANT:

GEARON & CO., INC., a Georgia
corporation

By: _____
Sue B. Chapman, Asst. Vice
President

Attest: _____
K.W. Maser, Secretary
(CORPORATE SEAL)

AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of MAY, 1996, by and between GEARON & CO., INC., a Georgia corporation (hereinafter "GEARON"), whose address is: 1760 The Exchange N.W., Atlanta, Georgia 30339, and BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership (hereinafter "BELLSOUTH"), whose address is: 3353 Peachtree Road, N.E., Suite 300, Atlanta, Georgia 30326.

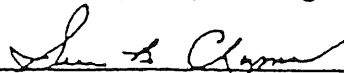
WITNESSETH: THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. GEARON hereby sells, transfers and assigns to BELLSOUTH or its designee, and BELLSOUTH or its designee accepts the sale, transfer and assignment of, all rights and obligations of GEARON pursuant to the provisions set forth in the attached written lease agreement between COUNTY OF GEORGETOWN, as Lessor, and GEARON & CO., INC., as Tenant, dated April 11, 1996 (the "Lease"), pertaining to certain property known as: Old Pond Road (# not available at this time), Murrells Inlet, South Carolina 29576, and located in Georgetown County.

2. In consideration of the foregoing, BELLSOUTH or its designee shall reimburse to GEARON upon demand any option money, deposit money, or other monies paid by GEARON as set forth in said Lease. If its designee fails to timely remit the foregoing monies to GEARON, BELLSOUTH shall pay such monies to GEARON upon demand.

IN WITNESS WHEREOF, this Agreement has been signed, sealed and delivered as of the date first above written.

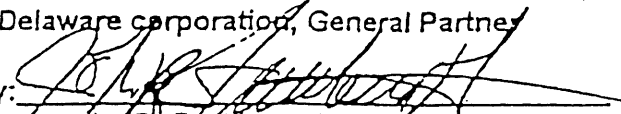
GEARON & CO., INC., a Georgia corporation

By: 
Sue B. Chapman, Assistant Vice President

(Corporate Seal)

BELLSOUTH CAROLINAS PCS, L.P.,
a Delaware limited partnership (SEAL)

By: BELLSOUTH PERSONAL COMMUNICATIONS, INC.,
a Delaware corporation, General Partner

By: 
John R. Scuttlworth, Manager, Real Estate

203

BOOK 709 PAGE 63

FILED
11161 WILLIAMS
11161
96 JUL 18 PM 12:33
CLERK OF COURT
S.C.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

MEMORANDUM OF LEASE AND AMENDMENT TO LEASE

COUNTY OF GEORGETOWN ("Lessor"), hereby memorializes its lease to BellSouth Carolinas PCS, L.P., a Delaware limited partnership ("BellSouth" or "Tenant"), successor in interest to Gearon & Co., Inc., a Georgia corporation ("Gearon") of the property described on the attached Exhibit "A":

WITNESSETH:

THAT WHEREAS, Lessor and Gearon executed and entered into an Option and Lease Agreement (the "Lease") for the property described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Gearon has assigned its interest as Tenant under the option portion of the Lease to BellSouth, Gearon has been released from the Lease and BellSouth has exercised the option and assumed the obligations of Tenant under the Lease; and

WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Property, to acknowledge BellSouth's exercise of its option under the Lease and to provide for a commencement date under the Lease.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease Information

Date of Lease:	<u>April 11, 1996</u>
Description of Property:	See Exhibit A attached hereto and incorporated herein by reference.
Term of Lease:	Twenty-five (25) years, including extensions and renewals, if any.
Commencement Date:	<u>May 24, 1996</u>

2. Lessor hereby acknowledges and consents to the assignment of the option portion of the Lease to BellSouth and hereby acknowledges that BellSouth has exercised its option under the Lease. Lessor hereby recognizes BellSouth as the Tenant under the Lease, and BellSouth attorns to Lessor as the Lessor under the Lease.

3. Notwithstanding anything to the contrary in the Lease, the description of the Property shall be as shown on Exhibit A, attached hereto and incorporated herein by reference, which Exhibit A shall be deemed attached to the Lease as Exhibit C thereto and shall supplement (and shall control in the event of a conflict with) Exhibits A and/or A-1 in the Lease relative to the description of the Property and the real estate contiguous thereto.

4. Lessor hereby grants to Tenant nonexclusive easements and rights of way for ingress and egress, for utilities, and (at Tenant's option) for guy wires, all of which are as shown and/or described in Exhibit A attached hereto and incorporated herein by reference TO HAVE AND TO HOLD unto Tenant, its successors and assigns, during the term of the Lease.

5. The Lease prohibits Lessor from selling, leasing or using any other areas of the real property owned or controlled by Lessor adjacent to the Property for the installation, operation or maintenance of other communications facilities that, in Tenant's judgment, would interfere with Tenant's use of the Property.

6. The purpose of this Memorandum of Lease and Amendment to Lease (the "Memorandum") is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. A full and complete copy of the Lease is on file at the offices of the Lessor and the Tenant. In the event of a conflict between the terms of this Memorandum of Lease, such conflicting or additional terms shall be deemed to be a part of the Lease and shall otherwise amend the Lease and be controlling. The terms of the Lease are incorporated herein by reference.

(REMAINDER OF PAGE INTENTIONALLY DELETED)

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

TENANT:

BELLSOUTH CAROLINAS, PCS, L.P.,
a Delaware limited partnership

Patricia M. Eason
Witness

[Signature]
Witness

BY: BELLSOUTH PERSONAL
COMMUNICATIONS, INC., a
Delaware Corporation, its
general partner

BY: [Signature]
Print name: Scott Fox
Title: Vice President

I, RICHARD A. DAVIS, notary public, do hereby certify
that Scott Fox
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

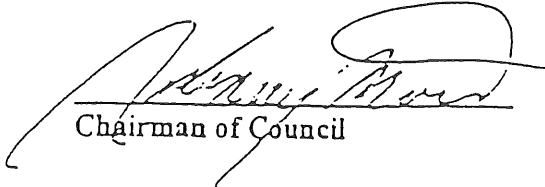
Witness my hand and seal this 5 day of June, 1996.

[Signature]
Notary Public for Georgia

My commission expires Notary Public, DeKalb County, Georgia
January 15, 1999

LESSOR:

COUNTY OF GEORGETOWN

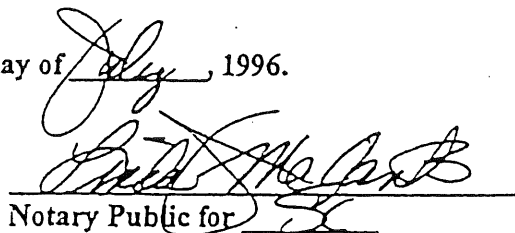

Chairman of Council

Suzanne M. Whitman
Witness

Katherine B. Livingston
Witness

I, LINDA J McCANTS, notary public, do hereby certify
that Johnny MORANT
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and seal this 1st day of July, 1996.


Notary Public for SE

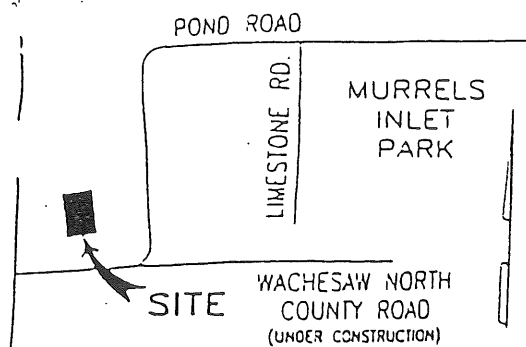
My commission expires: 10/03/90

072-052A-SUNNY

A portion of the certain piece, parcel or lot of land, situate, lying, and being in the County of Georgetown, in the State of South Carolina, being the property of County of Georgetown as described in Deed Book 96 at Page 74, Book 69 at Page 63, and Book 47 at Page 464 and being shown and delineated on a Lease Exhibit prepared for BellSouth Carolinas P.C.S., L.P., by Piedmont Olsen Hensley dated March 15, 1996, Revised April 9, 1996, entitled "Lease Exhibit for BellSouth Carolinas P.C.S., L.P. of Site 072-052A-Sunny" and attached hereto as part of this Exhibit A. The part of said property encumbered by this agreement is shown and delineated on said Lease Exhibit as a "Lease Site", "Access, Utility & Maintenance Easement" and 245' Radius Guy Easement, and have such metes and bounds and courses and distances as are set forth on said Lease Exhibit.

LEASE SITE		
LINE	BEARING	DISTANCE
L1	S01°49'45" E	60.00'
L2	S88°10'17" W	40.00'
L3	N01°49'45" W	60.00'
L4	N88°10'17" E	40.00'
AREA = ±2,400 SQ.FT.		

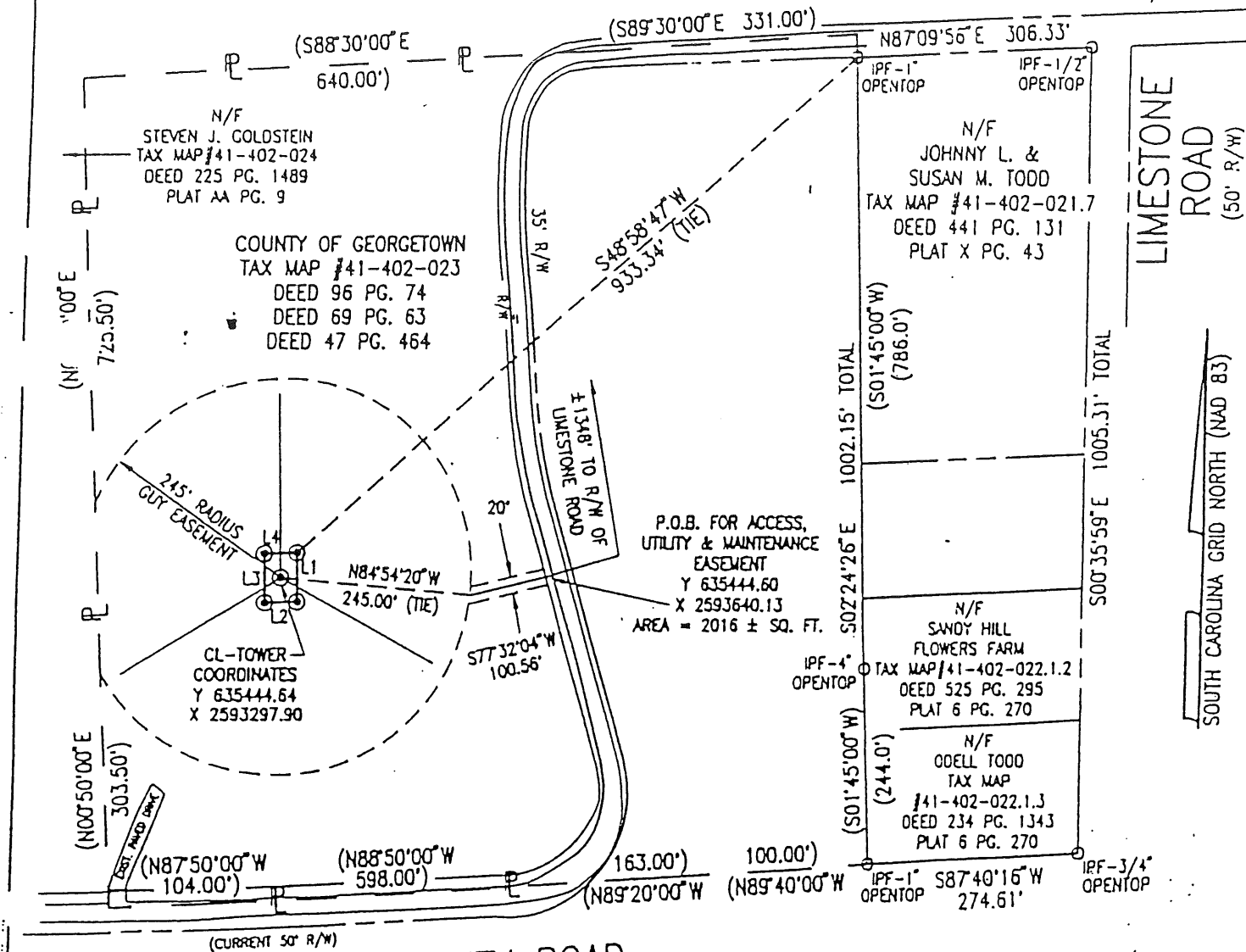
_____	LINE SURVEYED
_____ P _____	LINE NOT SURVEYED
_____ 3/4 _____	ROAD RIGHT-OF-WAY LINE
(N45°45'E 150.00')	BY DEED OR PLAT
P.O.B.	POINT OF BEGINNING
○	IPF - IRON PIN FOUND
⊙	NAIL SET



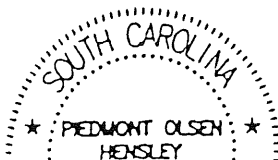
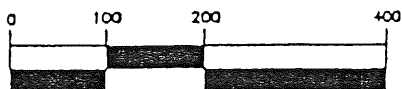
VICINITY MAP
N.T.S.

N/F
CANAL LAND LTD.
PARTNERSHIP ETAL
TAX MAP 341-402-001
DEED 245 PG. 107

POND ROAD
35' R/W



CHESA W NORTH COUNTY ROAD
(66' R/W UNDER CONSTRUCTION)



NOTES:

- 1) BEARINGS ARE SC GRID AND DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED. COORDINATES ARE SC GRID (NAD 83).
- 2) THIS LEASE EXHIBIT HAS BEEN PREPARED PARTIALLY FROM AN ACTUAL FIELD SURVEY AND PARTIALLY FROM MAPS AND DEEDS OF RECORD.
- 3) THIS MAP REPRESENTS ONLY A SURVEY OF THE LEASE AREA, AND IS NOT INTENDED FOR

Item Number: 7.c
Meeting Date: 2/11/2020
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-04 - To authorize the sale of parcels located within the 933+/- acre site, designated as TMS No. 01-0437-002-00-00, and located along Pennyroyal Road, in Georgetown County, South Carolina.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to Pennyroyal Road near Winyah Generating Station and 3V Chemical, this particular parcel being approximately 933 acres designated as TMS: 01-0437-002-00-00.

Georgetown County Council has determined the purpose of this property is for economic development and various parcels located within the property, interior to its setbacks, will be best suited for economic development plans and place Georgetown County in a position to attract growth from companies.

The fair market value of the property has or will be determined as each parcel contemplated is declared marketable and sold to the benefit of Georgetown County.

OPTIONS:

1. Adoption of Ordinance No. 20-04.
2. Deny adoption of Ordinance No. 20-04.

STAFF RECOMMENDATIONS:

Recommendations regarding the adoption of Ordinance No. 20-04 are provided under separate report.

ATTACHMENTS:

Description	Type
□ Ordinance No 20-04 To Authorize Sale of Property on Penny Royal Road	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #20-04

COUNTY OF GEORGETOWN

)

**AN ORDINANCE TO AUTHORIZE THE SALE OF PARCELS LOCATED WITHIN THE 933+/- ACRE SITE
LOCATED ALONG PENNYROYAL ROAD**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to Pennyroyal Road near Winyah Generating Station and 3V Chemical, this particular parcel being approximately 933 acres designated as TMS: 01-0437-002-00-00; and

WHEREAS, At this time, Georgetown County Council has determined the purpose of this property is for economic development and various parcels located within the property, interior to its setbacks, will be best suited for economic development plans and place Georgetown County in a position to attract growth from companies; and

WHEREAS, the fair market value of the property has or will be determined thus each parcel contemplated is declared marketable and sold to the benefit of Georgetown County; and

WHEREAS, Georgetown County Council, after consideration, finds that it is desirable to declare these parcels marketable and transfer the interests by subsequent approval of purchase agreements to be presented to County Council followed by applicable deed to the purchaser; and

WHEREAS, a public hearing discussing the matter was held on _____, 2020.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 933 ACRE PARCEL, TMS# 01-0437-002-00-00 (EXHIBIT A), IS FOR ECONOMIC DEVELOPMENT AND VARIOUS PARCELS LOCATED WITHIN THE PROPERTY (TBD), INTERIOR TO ITS SETBACKS, ARE MARKETABLE AND TO BE SOLD TO THE BENEFIT OF GEORGETOWN COUNTY.
2. EACH PARCEL WILL BE SOLD BY APPLICABLE PURCHASE AGREEMENT TO BE PRESENTED TO COUNTY COUNCIL FOR ITS APPROVAL PRIOR TO EXECUTION OF SAID DOCUMENT.

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 _____, 2020.

John Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2020-04, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2020

Second Reading: _____, 2020

Third Reading: _____, 2020

[illegible]

Item Number: 8.a
Meeting Date: 2/11/2020
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Economic Development Alliance Board

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
Councilman Raymond would like to nominate Austin Beard for reappointment to the Economic Development Alliance Board representing Council District 5.

OPTIONS:
1. Recommendation to reappoint Austin Beard to the Economic Development Alliance Board (representing Council District 5).
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:
Recommendation to reappoint Austin Beard to serve on the Economic Development Alliance Board (representing Council District 5).

Item Number: 8.b
Meeting Date: 2/11/2020
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Tourism Management Commission

CURRENT STATUS:
Pending appointment.

POINTS TO CONSIDER:

There is currently a vacancy on the Tourism Management Commission. Council Chairman John Thomas has recommended the appointment of Ms. Tonia Speir to fill this seat.

Ms. Speir's application is provided for County Council's consideration.

OPTIONS:

1. Ratify the appointment of Tonia Speir to the Tourism Management Commission.
2. Do appoint Tonia Speir to the Tourism Management Commission.

STAFF RECOMMENDATIONS:

Ratify the appointment of Tonia Speir to serve on the Tourism Management Commission.

ATTACHMENTS:

Description	Type
▢ TMC Application - Tonia Speir	Backup Material

Item Number: 8.c
Meeting Date: 2/11/2020
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Zoning Board of Appeals

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

There is currently a vacancy on the Zoning Board of Appeals representing Council District 2. Councilman Ron Charlton has recommended the appointment of Ms. Cynthia R. Person to fill this seat on the board.

Ms. Person has submitted an application for service on the Zoning Appeals Board, which is provided.

OPTIONS:

1. Ratify the appointment of Cynthia Person to the Zoning Appeals Board (representing Council District 2).
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Recommendation to ratify the appointment of Ms. Cynthia Person to the Zoning Appeals Board (representing Council District 2).

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Zoning Board of Appeals - Cynthia Person	Backup Material



QUESTIONNAIRE FOR BOARD / COMMISSION

PLEASE PRINT

[For all yes/no questions please circle appropriate answer]

Name of Board / Commission to which you wish to be appointed / reappointed:

<input type="checkbox"/> Airport Commission	<input type="checkbox"/> Economic Development Alliance Board	<input type="checkbox"/> Parks & Recreation Commission
<input type="checkbox"/> Alcohol & Drug Abuse Commission	<input type="checkbox"/> Fire District 1 Board	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Assessment Appeals Board	<input type="checkbox"/> Forestry Board	<input type="checkbox"/> Sheriff Advisory Board
<input type="checkbox"/> ATAX Commission	<input type="checkbox"/> Historical Commission	<input type="checkbox"/> Tourism Management Commission
<input type="checkbox"/> Building Codes Board of Appeals	<input type="checkbox"/> Library Board	<input checked="" type="checkbox"/> Zoning Appeals Board
	<input type="checkbox"/> Midway Fire-Rescue Board	<input type="checkbox"/> Other _____

Name: Cynthia Ranck Person
[First] [Middle/Maiden] [Last]

Home Address: 56 Pampus Place, Pawleys Island, SC 29585

Home Phone: 570-971-8636 Work Phone: _____ Cell Phone: _____

Email Address: crperson@aol.com

Permanent resident of Georgetown County? YES / NO Registered Voter in Georgetown County? YES / NO

Occupation: Attorney Present Employer: _____
[If retired, most recent employer]

Employer Address: _____

Please indicate which best describes the level of education you last completed:

☐ Some High School ☐ High School Graduate/GED ☐ Some College ☒ College Graduate
Juris Doctor

Professional Degree [please specify] _____

Do you serve on any other state, county, city, or community boards/commissions, or hold an elected office? Yes / No

[If yes, please list]: _____

Do you have any interest in any business that has, is, or will do business with the County of Georgetown? Yes / No

[If yes, please list]: _____

Do you have a potential conflict of interest or reason to routinely abstain from voting on this board /commission? Yes / No

[If yes, please list]: _____

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission: (resume provided)

I hereby agree to attend the stated and called meetings of this entity to which I may be appointed and further agree that should I miss *three (3) consecutive meetings or, half the meetings within a six-month period*, I will resign my appointment.

(please see attached)

Applicant Signature

Date

NOTE: Applications for service on Georgetown County Boards and Commissions remain on file for 2 years. If you have not been appointed to serve on a board/commission within that timeframe you may re-submit your application. Please note that information provided in this application may be subject to SC Freedom of Information disclosure.

[Please return completed form to Theresa Floyd, Clerk to Council, 716 Prince Street, Georgetown, SC 29440]

Georgetown County, S.C.

Volunteer Information

Personal Information

Full Name: Person Cynthia R.
Last First M.I.

Address: 56 Pampus Place
Street Address Apartment/Unit #
Pawleys Island SC 29585
City State ZIP Code

Home Phone: 570-971-8636 Alternate Phone: 843-237-7191

Email: crperson@aol.com

SSN: _____

Birth Date: 5/26/1959 Drivers license #: SC

Type of volunteer opportunity you're interested in: Zoning Appeals Board

Sex: ☐ Male ☒ Female

Educational Background

Some High School: _____ High School Graduate or Equivalent (GED)
Some College: _____ College Graduate
Professional Degree (Please specify) Attorney - Juris Doctor

Skills and Interests

Please list your employment history, experience or other qualifications pertinent to the volunteer opportunity for which you are interested in, as well as any hobbies and interests that might apply (use an extra page if necessary.)

please see attached resume

Additional Information

Years of residence in Georgetown County: second home 30 years / primary 5

Have you ever been convicted of a crime other than a minor traffic violation? If so give details:

no

Have you filed state and federal income tax returns for the past five years? If not, give details.

yes

Are you, or any company in which you have any controlling interest, delinquent in any local, state or federal taxes? If so, give details:

no

Have you been treated for any mental illness, alcohol or drug addiction, or substance abuse in the last five years? If so give details:

no

Have you been a party (plaintiff or defendant) in state or federal litigation in the past five years? If so, give details:

no

Have you ever served in the military? If so, give details.

no

Have you or any employer for the last 10 years been investigated, reprimanded, fired or suspended from doing business with any government agency? If so, give details:

no

Do you have any interest in any business that has, is or will do business with the State of South Carolina or Georgetown County? If so, give details:

no

Do you serve on any local or state board, commission or committee, or in any elected office? If so, please list:

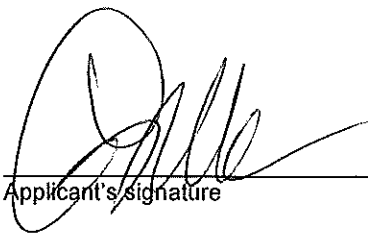
no

Are you a registered lobbyist in the State of South Carolina?

no

Certification of Applicant

I certify that the answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements in this application as may be deemed necessary. I further understand that, if selected for volunteer service, I will be required to abide by the county's rules, regulations, policies and procedures.



Applicant's signature

1/11/2020

Date

Cynthia Ranck Person

56 Pampus Place, Pawleys Island, SC 29585
(570) 971-8636 crperson@aol.com

QUALIFICATIONS SUMMARY

- Civil trial and general practice attorney for 35 years in state and federal courts in a broad range of civil matters at all levels of complexity.
- Substantial courtroom experience as lead counsel in complex litigation jury and nonjury trials, and in all phases of civil pretrial practice including depositions, discovery, document review, motions, and briefs.
- Extensive appellate court experience including the United States Court of Appeals for the Third Circuit.
- Broad experience in other areas of general civil practice: contracts, real estate, title searching, estate, business, family, municipal, zoning and employment law.
- International Business Law Instructor at university level.
- Experienced Mediator and Arbitrator.
- Member of the Bar in Pennsylvania and Maryland (presently inactive).

EDUCATION

Post-doctoral: Villanova School of Law, 1993
Villanova, Pennsylvania
Course work in post-doctoral degree program in tax law. GPA: 4.0

Law School: Dickinson School of Law, 1984
Carlisle, Pennsylvania
Degree: Juris Doctor
Honors: National Trial Moot Court Team; Dickinson Journal of International Law, Articles Editor.

Undergraduate: Case Western Reserve University, 1981
Cleveland, Ohio
Degree: Bachelor of Arts, *cum laude*
Dean's Honor List, 1978-1981
Women's Varsity Tennis

PROFESSIONAL EXPERIENCE

Attorney/Mediator (2011 – present)
ADR Options, Inc., Philadelphia, Pennsylvania
Conflict Solutions, Pawleys Island, South Carolina & Cogan Station, Pennsylvania
Provide alternative dispute resolution services as mediator or arbitrator in all types of civil cases.

Project Attorney Consultant (2011 – present)
Various locations
Assist attorneys and law firms with legal projects on independent contract basis.

McNerney, Page, Vanderlin & Hall – General Civil Practice & Litigation Attorney (2003–2011)
Williamsport, Pennsylvania
General civil practice. Lead counsel in complex civil litigation including real estate, construction, personal injury, products liability, commercial, and employment in federal and state courts, appellate courts, and administrative tribunals. Client base consisted of private

PROFESSIONAL EXPERIENCE (continued)

individuals and business organizations, public and private institutions, municipalities, school districts, government entities, nonprofit organizations, and other entities.

LCC International University – Adjunct Faculty (2009 – present)

Klaipeda, Republic of Lithuania

Adjunct professor teaching International Business Law during summer terms.

EMM – Special Project Attorney (1996–2002)

Salunga, Pennsylvania

Provided legal services to EMM on a variety of special projects, including extensive multi-stage real estate divestiture. EMM is a nonprofit global mission organization that employed more than 400 people in the United States and around the world with a budget in excess of \$7.5 million.

McCormick, Reeder, Nichols, Bahl, Knecht & Person – Civil Litigation Attorney (1986–1995)

Williamsport, Pennsylvania

General civil practice. Trial lawyer handling civil matters, including personal injury, products liability, real estate, domestic relations, estate and tax, business, municipal, zoning and corporate. Extensive courtroom experience in state and federal court, including appellate court appearances before Pennsylvania Superior and Supreme Courts, and U.S. Court of Appeals for the Third Circuit.

As a partner was responsible with other partners for management of all aspects of law office of approximately 35 employees.

Lycoming County District Attorney's Office – Assistant District Attorney (1984–1986)

Williamsport, Pennsylvania

Extensive courtroom and trial experience, including jury trials and all other phases of criminal practice. Worked extensively with child victims, adult victims, and law enforcement officers in the investigation and prosecution of child abuse and child and adult sexual abuse cases.

PROFESSIONAL ADMISSIONS & MEMBERSHIPS

Pennsylvania Supreme Court (1984)
United States District Court, Middle District of Pennsylvania (1987)
United States Court of Appeals, Third Circuit (1992)
Maryland State Court of Appeals (2007)
Pennsylvania Bar Association
Lycoming Law Association
Pennsylvania Council of Mediators

PAST & PRESENT COMMUNITY ACTIVITIES

Pawleys Island Community Church (Worship Team – vocals & keyboard); Lycoming United Way, (Board of Directors); North Central Sight Services, (Board of Directors, First Vice Chairman, Chairman); Williamsport-Lycoming Arts Council, (Board of Directors); Lycoming County Chapter of the American Red Cross, (Volunteer); Lycoming United Way, (Campaign Cabinet, Professional Division); Federal Magistrate Merit Selection Panel; Family Law Case Flow Management Committee, (Chairman); Family Court Hearing Office Selection Panel; Lycoming County Society for the Prevention of Cruelty to Animals, (Board of Directors); Pine Street United Methodist Church, (Adult Ministries Coordinator, Women's Bible Study Leader, Contemporary Worship Leader).

Item Number: 9.a
Meeting Date: 2/11/2020
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Resolution No. 20-03 - To Reaffirm Georgetown County Council's Support for It's Public Comment Period and County Council's Residency Requirements.

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

In the 1990's, Georgetown County Council incorporated a designated time during each County Council meeting to allow for "public comments". This effort was made in support of the belief that hearing from citizens and embracing input makes county government better, and allows citizens to participate in affecting county policy decisions.

Additionally, the Georgetown County Code of Ordinances establishes residency requirements for members of County Council. Georgetown County Council fully supports the County Council residency requirements established by county ordinance, as it is the very basis of single member district representation is that district voters elect a resident voter to represent them on County Council.

Resolution No. 20-03 is being introduced to reaffirm council's support of these very important issues.

OPTIONS:

1. Adoption of Resolution No. 20-03.
2. Decline adoption of Resolution No. 20-03.

STAFF RECOMMENDATIONS:

Resolution No. 20-03 is sponsored by Council Chairman, John Thomas. Recommendation for the adoption of Resolution No. 20-03.

ATTACHMENTS:

Description	Type
▢ Resolution No 20-03 To reaffirm Georgetown County Council's position on various matters	Resolution Letter

State of South Carolina)
)
County of Georgetown)

Resolution No. 20-03

TO REAFFIRM GEORGETOWN COUNTY COUNCIL’S SUPPORT FOR ITS PUBLIC COMMENT PERIOD AND COUNTY COUNCIL RESIDENCY REQUIREMENTS

Whereas, the Georgetown County Code of Ordinances in Chapter 2, Article VII, Section 2-423 (b) establishes and defines a public comment period to be on the agenda of each regular meeting of County Council; and

Whereas, the ordinance specifies that “a public comment period shall be included on each meeting agenda and shall be limited to thirty (30) minutes. Each speaker will be limited to no more than five (5) minutes. If there are more than six (6) speakers, time allotted will be reduced to allow all speakers to present within the thirty-minute period. No speaker may yield his/her allotted time to another speaker. Members of the public who wish to address council during the public input period should sign up with the clerk of council before the meeting is called to order by the presiding officer. Preference shall be given to those who have notified the clerk in advance of their desire to speak. When there are several members of the public present to address the same issue, it is recommended that one (1) spokesperson be chosen on behalf of the group. No person shall be allowed to indulge in personalities, use language personally offensive, charge deliberate misrepresentation, or use language tending to hold a member of council, a member of the county staff, or a member of the public up to contempt or ridicule;” and

Whereas, the Georgetown County Council embraces the right of county citizens to address County Council and fully supports the public comment period established by county ordinance; and

Whereas, the Georgetown County Code of Ordinances in Chapter 2, Article I, Section 2-2 (d) establishes residency requirements for members of County Council; and

Whereas, the ordinance specifies that “for one to qualify for election as a member of County Council, he must be a resident of the County of Georgetown, and a resident of the district from which he seeks election. To remain a member of County Council for the term for which he is elected, one must remain a resident of the district from which he is elected for the full term for which he was elected;” and

Whereas, the Georgetown County Council fully supports the County Council residency requirements established by county ordinance;

Now, Therefore Be it Resolved by the Georgetown County Council: Georgetown County Council reaffirms its strong support for the public comment period and County Council residency requirements established by county ordinance.

Adopted this 11th Day of February, 2020

John Thomas, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

Item Number: 9.b
Meeting Date: 2/11/2020
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation No. 20-04 - Celebrating the 100th Anniversary of the League of Women Voters of the United States and the League of Women Voters of Georgetown County

CURRENT STATUS:

Pending adoption of Proclamation No. 20-04, as sponsored by the League of Women Voters

POINTS TO CONSIDER:

The League of Women Voters was founded in 1920 as a "mighty political experiment" by the foremothers of the suffragist movement at the National American Woman Suffrage Association.

Their goal was to help the 20 million women who were granted the right to vote by the 19th Amendment understand and carry out their new responsibility as voters. The success of this effort, and the organization's tireless efforts over the last 100 years to strengthen and uphold its mission to empower voters and defend democracy, has resulted in the League becoming a trusted nonpartisan, grassroots organization.

The League champions government systems that are open, transparent, inclusive, and equitable. The League believes that active and engaged citizens, irrespective of gender, ethnicity, or political affiliation, are the hallmark of democracy.

Proclamation No. 20-04 proclaims February 14, 2020 as "League of Women Voters Day, Women's Voting Rights Day" in Georgetown County to celebrate this 100th Anniversary, and commends the League of Women Voters for its significant contributions to empowering voters and making democracy work.

OPTIONS:

1. Adoption of Proclamation No. 20-04.
2. Do not adopt Proclamation No. 20-04.

STAFF RECOMMENDATIONS:

Adoption of Proclamation No. 20-04, celebrating the 100th Anniversary of the League of Women Voters of the United States and the League of Women Voters of Georgetown County

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proclamation No 20-04 Celebrating League of Women Voters 100th Anniv	Resolution Letter

Proclamation No. 20-04

County of Georgetown)	Celebrating the 100 th Anniversary of the League of
)	Women Voters of the United States and the League
State of South Carolina)	of Women Voters of Georgetown County

Whereas, the League of Women Voters was founded in 1920 as a “mighty political experiment” by the foremothers of the suffragist movement at the National American Woman Suffrage Association; and

Whereas, their goal was to help the 20 million women who were granted the right to vote by the 19th Amendment understand and carry out their new responsibility as voters; and

Whereas, excitement of the victory spread the new group nationwide, including Georgetown County, where citizenship classes were held, pamphlets on voting were distributed, and registration drives were sponsored; and

Whereas, these activities were coordinated by Elizabeth Black Doar, Chairperson for Georgetown County, and under her direction groups were formed in Georgetown and Andrews. Officers of the early organizations were as follows:

Georgetown: *Elizabeth Doyle DuRant*, Chairperson; *Christiana T.H. Overton*, Vice Chair;
Emily Johnson Clark, Secretary; and *Mabel L. Mercer*, Treasurer

Andrews: *Margaret Richardson Oswald*, Chairperson; *Bertie Stalvey Clardy*, Vice Chair;
Mae Belle Heinemann, Secretary; and *Kitty Sarah Snipes White*, Treasurer

Whereas, the early organization later became inactive, and in 1981 a new League of Women Voters of Georgetown County was established to continue the legacy that was begun in 1920; and

Whereas, with the success of this effort, and the tireless efforts over the last 100 years to strengthen and uphold its mission to empower voters and defend democracy, the League has become a trusted nonpartisan, grassroots organization; and

Whereas, the League has sponsored legislation and fought in the courts to protect and strengthen voting rights, for free and fair elections, civil rights, children, community health, and education; and

Whereas, the League has consistently been noted for its nonpartisan election information, including sponsorship of candidate forums and information on state and local ballot issues, as well as its commitment to register, educate, and mobilize voters; and

Whereas, the League champions government systems that are open, transparent, inclusive, and equitable; furthermore, the League believes that active and engaged citizens, irrespective of gender, ethnicity, or political affiliation, are the hallmark of democracy;

Now, Therefore, Georgetown County Council does hereby proclaim February 14, 2020 as “League of Women Voters Day, Women’s Voting Rights Day” in Georgetown County, as we honor and congratulate the League of Women Voters on its 100th Anniversary and commend the League for its significant contributions to empowering voters and making democracy work.

Adopted this 11th Day of February, 2020.

Attest:	<hr/> John Thomas, Chairman Georgetown County Council
---------	--

Theresa Floyd, Clerk to Council

Item Number: 10.a
Meeting Date: 2/11/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

ORDINANCE 20-01 – TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND, FURTHER IDENTIFIED AS TAX MAP PARCELS TMS 04-0147A-012-02-00 and TMS 04-0147A-012-03-00, from MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.

CURRENT STATUS:

The parcels are currently designated as medium density residential on the Future Land Use map.

POINTS TO CONSIDER:

1. The Planning Commission voted 6 to 0 to recommend approval to rezone TMS 04-0147a-012-02-00 and 04-0147a-012-03-00 from General Residential (GR) to General Commercial (GC).
2. The Commission also voted 6 to 0 to recommend approval to redesignate these parcels from medium residential to commercial.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 20-01 Amendment to Comprehensive Plan	Ordinance
<input type="checkbox"/> gray FLU attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-01

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND AND FURTHER IDENTIFIED AS TAX MAP PARCELS 04-0147A-012-02-00 AND 04-0147A-012-03-00, FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, IN COUNTY COUNCIL ASSEMBLED:

To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of two parcels located on Archer Road in Pawleys Island and further identified as tax map parcels 04-0147a-012-02-00 and 04-0147a-012-03-00 from medium density residential to commercial.

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2020.

John W. Thomas (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No.20-01, 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: _____

Rommie Gray Property FLU Map REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Rommie Gray

— Lot Lines

— Railroads

◆ Landmarks

Future Landuse

FUTURE_LAN

— CITY OF GEORGETOWN

— COMMERCIAL

— CONSERVATION PRESERVATION

— EASEMENT

— HIGH DENSITY RESIDENTIAL

— INDUSTRIAL

— LOW DENSITY RESIDENTIAL

— MEDIUM DENSITY RESIDENTIAL

— POND

— PRIVATE RECREATIONAL

— PUBLIC RECREATIONAL

— PUBLIC/SEMI-PUBLIC

— TOWN OF ANDREWS

— TOWN OF PI

— TRANSITIONAL

Municipalities

0 35 70 140 210 280 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.



RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Rommie Gray filed a request to rezone two parcels located south of Archer Road approximately 167 feet northwest of Geney Lane in Pawleys Island from General Residential (GR) to General Commercial (GC); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area for medium density residential development;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcels 04-0147A-012-02-00 and 04-0147A-012-03-00 as commercial.

ADOPTION OF THE FOREGOING RESOLUTION moved by _____, seconded by _____, and after discussion, upon call vote thereon, the vote was as follows:

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 10.b
Meeting Date: 2/11/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-02 - To rezone two parcels located south of Archer Road, approximately 167 ft northwest of Geney Lane, in Pawleys Island (Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00) from General Residential (GR) to General Commercial (GC).

A rezoning request was received from Wendell Powers as agent for Rommie Gray to rezone two parcels from General Residential (GR) to General Commercial (GC). The property is located south of Archer Road approximately 167 ft northwest of Geney Lane in Pawleys Island. Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00. Case Number REZ 11-19-24166.

CURRENT STATUS:

The property is currently zoned General Residential (GR) and is currently being used for storage.

POINTS TO CONSIDER:

1. The property is approximately 1.62 acres and is located south of Archer Road and northwest of Geney Lane in Pawleys Island.
2. The property is fenced and used for storage and GR zoning does not allow for open storage. The applicant owns adjacent property to the east which is the Grayman Storage Facility and he wishes to utilize these two lots for additional storage.
3. Surrounding zoning to the north, west and south is General Residential. Mr. Gray owns the property just east of these two properties and it is zoned General Commercial. Other properties along Archer Road going east towards Ocean Highway are zoned both General Residential and General Commercial. The surrounding uses in the area are both residential and commercial in nature.
4. The FLU map designates this property and the surrounding properties as medium density. A change to the Future Land Use map will be necessary.
5. Staff recommended approval for the proposed rezoning based on the adjacent GC zoning and uses to the east. Staff also recommended changing the FLU map from medium density residential to commercial.
6. The Planning Commission held a public hearing on this issue at their December 19th meeting. One resident inquired as to the public notice process for this item. The Commission voted 6 to 0 to recommend approval for the proposed zoning change and to amend the FLU map from medium density residential to commercial.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Ordinance No 20-02 Rezoning Archer Road Pawleys Island	Ordinance
<input type="checkbox"/>	gray rezoning attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-02

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBERS 04-0147A-012-02-00 AND 04-0147A-012-03-00 LOCATED ON ARCHER ROAD NORTHWEST OF GENEY LANE IN PAWLEYS ISLAND FROM GENERAL RESIDENTIAL (GR) TO GENERAL COMMERCIAL (GC).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBERS 04-0147A-012-02-00 AND 04-0147A-012-03-00 LOCATED ON ARCHER ROAD NORTHWEST OF GENEY LANE IN PAWLEYS ISLAND FROM GENERAL RESIDENTIAL (GR) TO GENERAL COMMERCIAL (GC) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John W. Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 20-02, 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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
☐ A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 04-0147A-012-02-00 ~~1~~
04-0147A-012-03-00

Street Address: ARCHER RD. - (No Street Numbers)

City / State / Zip Code: Pawleys Island, S.C. 29585
LOT 26-C = 0.58AC.

Lot Dimensions/ Lot Area: LOT 26-D = 0.46AC.

Plat Book / Page: PLAT SLIDE 3527 PAGE 89

Current Zoning Classification: GR

Proposed Zoning Classification: GC

Property Owner of Record:

Name: Rommie Gray
Address: P.O. Box 1742
City/ State/ Zip Code: Pawleys Island, S.C. 29585
Telephone/Fax Numbers: 843-458-7997
E-mail: rommiegray@yahoo.com
Signature of Owner / Date: [Signature] 10/28/19

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

Agent of Owner:

Name: Wendell C. Powers
Address: P.O. Box 376
City / State / Zip Code: Georgetown, S.C. 29442
Telephone/Fax: 843-546-4000
E-mail: georgetownsurvey@yahoo.com
Signature of Agent/ Date: Wendell Powers 10/28/19
Signature of Property Owner: [Signature]

Contact Information:

Name: Wendell C. Powers
Address: P.O. Box 376 Georgetown, S.C. 29442
843-344-0867
Phone / E-mail: georgetownsurvey@yahoo.com

Please provide the following information.

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
2. Please explain the rezoning request for this property.

owner has adjacent property to east and desires
to utilize these two lots for commercial use.
contiguous property to east is zoned G.C.

Please provide the following information for a Zoning Text Amendment.

1. Indicate the section of the Zoning Ordinance that you are proposing to be changed:

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

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 for each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the

Property Owners Within 400' of Rommie
Gray Rezoning Request on Archer Road

Robert I. Cox, Jr.
324 Pringle Ferry Rd.
Georgetown, S.C. 29440

Nati Barrientos
37 Geney Lane
Pawleys Island, S.C. 29585

Hazel T. H. Riddle
6161 Whittier Ave. #B
High Point, N.C. 27262-8049

Sampit River Investments, LLC
894 Trout Street
Georgetown, S.C. 29440

Robert Hammonds
444 Inwood Rd.
Asheboro, N.C. 27205

Sally G. Martin
1573 Cay Road
Loris, S.C. 29569

Ralph E. Routh
291 Archer Road
Pawleys Island, S.C. 29585

John C. Cusick
89 Geney Lane
Pawleys Island, S.C. 29585

Samuel K. Routh, Sr.
3769 Mack Lineberry Rd.
Franklinville, N.C. 27248

Marsha M. Harper, et al.
P.O. Box 68
Pawleys Island, S.C. 29585

Eric and Paula Trugdon
3742 Mack Lineberry Rd.
Franklinville, N.C. 27248

Pilco Properties LLC
P.O. Box 380
Pawleys Island, S.C. 29585

Sandra M. Hardee, et al
Frankie J. Carl
20 Harpoon Place
Pawleys Island, S.C. 29585

Christopher F. Baker
Carol E. Baker, Jr.
P.O. Box 106B
Georgetown, S.C. 29442

Chapman Properties of Florence, Inc.
P.O. Box 307
Pawleys Island, S.C. 29585

Frank Jenkins, et al
Henry Jenkins, Jr
c/o Vernon Jenkins
P.O. Box 897
Pawleys Island, S.C. 29585

Will Nesbit, Jr.
6201 Rosebud St.
Columbia, S.C. 29203

John L. & Jane B. Routh
P.O. Box 145
Denton, N.C. 27239

Jerry W. Eaddy
P.O. Box 3222
Pawleys Island, S.C. 29585

Richard Lee Roberts
302 Archer Rd.
Pawleys Island, S.C. 29585

Edward H. & Brenda G. Payne
P.O. Box 1698
Pawleys Island, S.C. 29585

David W. Routh et al
Leigh Ann R. Fowler
3062 Old Liberty Rd.
Randleman, N.C. 27317

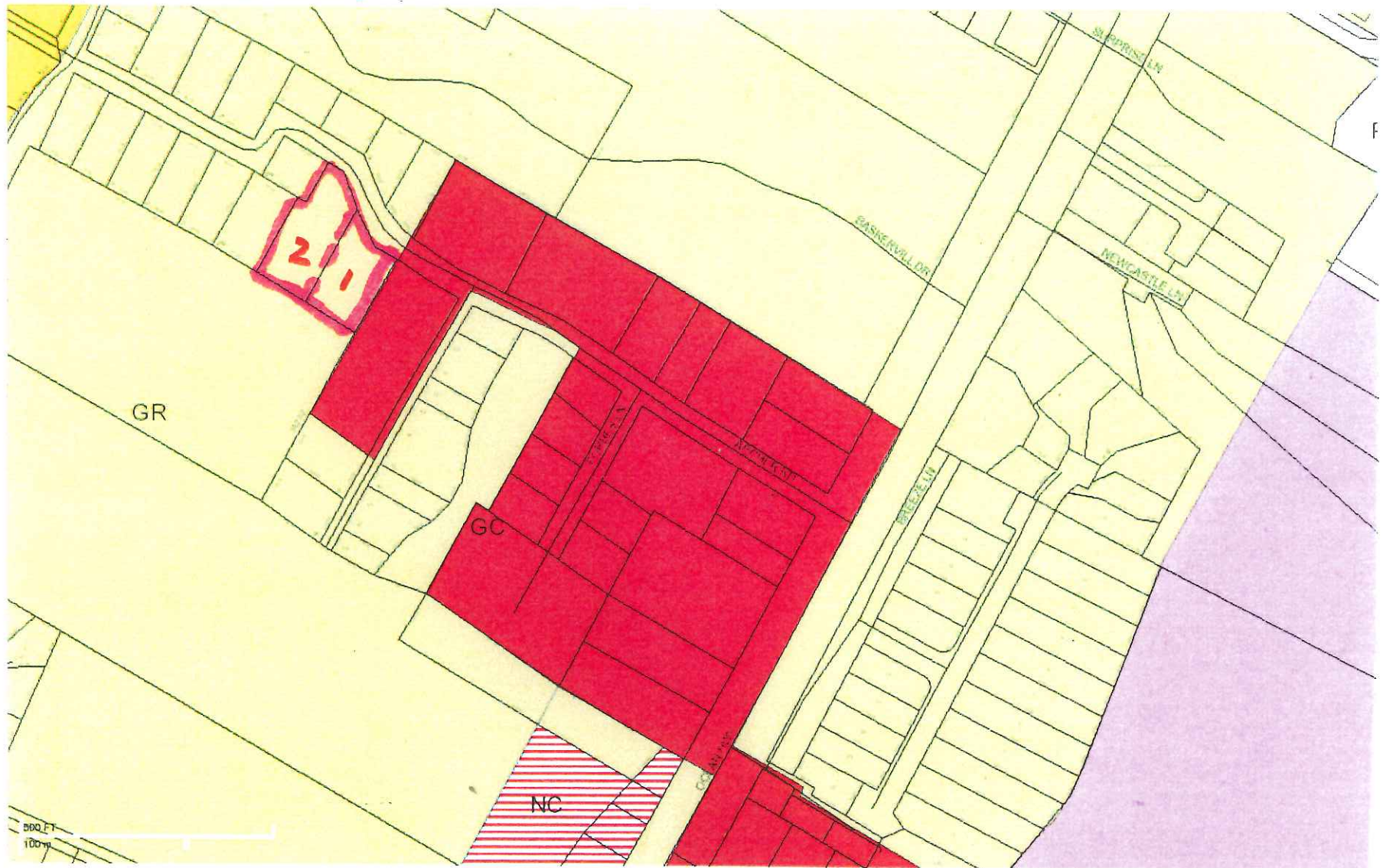
Robert E. Mims, Jr.
P.O. Box 900
Pawleys Island, S.C.
29585

Baskerville Housing Dev. Corp.
257 Baskerville Drive
Pawleys Island, S.C.
29585

Carlethia B. Baxter, et al
5037 Watergate Drive
Myrtle Beach, S.C.
29588

Holy Cross Faith Memorial
Episcopal Church
P.O. Box 990
Pawleys Island, S.C.
29585

EXISTING LOTS FOR REZONING



PROPOSED LOTS FOR REZONING

REFERENCES:

1. PLAT RECORDED IN PLAT BOOK EE PAGE 82
2. DEED RECORDED IN RECORD BOOK 114 PAGE 57 (LOT 26-A)
DEED RECORDED IN DEED BOOK 1742 PAGE 118 (LOT 26-C)

NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X, PER F.I.R.M. COMMUNITY PANEL 450085 0278 E, DATED 10-16-92.

2. OWNER OF RECORD: ROMMIE GRAY
P.O. BOX 1285
PAWLEYS ISLAND, SC 29585

3. ZONED: GR
*BUILDING SETBACKS:
FRONT = 25'
SIDE = 10'
REAR = 20'

LOT WIDTH MIN. = 60'
MINIMUM AREA = 6,000 SQ.FT.

* SETBACKS TO BE VERIFIED BY GEORGETOWN COUNTY (AND IF APPLICABLE, VERIFIED BY APPROPRIATE HOA OR ARB).

4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH PERFORMED BY THIS OFFICE.

5. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY APPEARING ON SAID SURVEY. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY WITHOUT AN EXPRESSED RECERTIFICATION BY L. BRUCE ABBOTT.

6. THIS SURVEY IS NULL AND VOID IF SIGNATURE AND EMBOSSED SEAL ARE ABSENT.

7. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM 1983. DISTANCES SHOWN HEREON ARE HORIZONTAL (GROUND) DISTANCES, NOT GRID DISTANCES.

I hereby certify that the subdivision plat shown here has been found to comply with the Land Development regulations for Georgetown County, South Carolina, with the exception of such variance, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Register of Deeds.

Dated 6/7/19

[Signature]
Planning Signature
[Signature]
Planning Signature



TIDEWATER
LAND SURVEYING LLC
36 NEW CASTLE LANE
PAWLEYS ISLAND, SC 29585



L. BRUCE ABBOTT SCPLS#29504
843-833-2190 Lbruceabbott@gmail.com

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class II as specified therein; also there are no visible encroachments or projections other than shown.

LEGEND

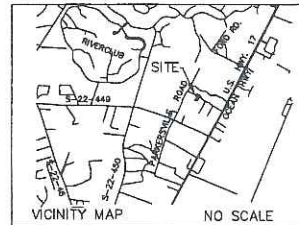
I.P.F. - IRON PIPE FOUND
I.P.S. - IRON PIPE SET
I.R.F. - IRON REBAR/ROD FOUND
I.R.S. - IRON REBAR/ROD SET
C.M.F. - CONC. MON. FOUND
C.M.S. - CONC. MON. SET
CP - CALCULATED POINT

N



201900005749
Filed for Record in
GEORGETOWN SC
MARLENE MCCONNELL, REGISTER OF DEEDS
06-07-2019 AB-0413119 Lem.
PLAT/RECORD 10.00
Book 3527 Page 89 - 89

Marlene McConnell



CERTIFICATE OF OWNERSHIP AND DEDICATION

The undersigned hereby acknowledge that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan (development/plat) with my (our) free consent and that I (we) dedicate all items as specifically shown or indicated on this Plat.

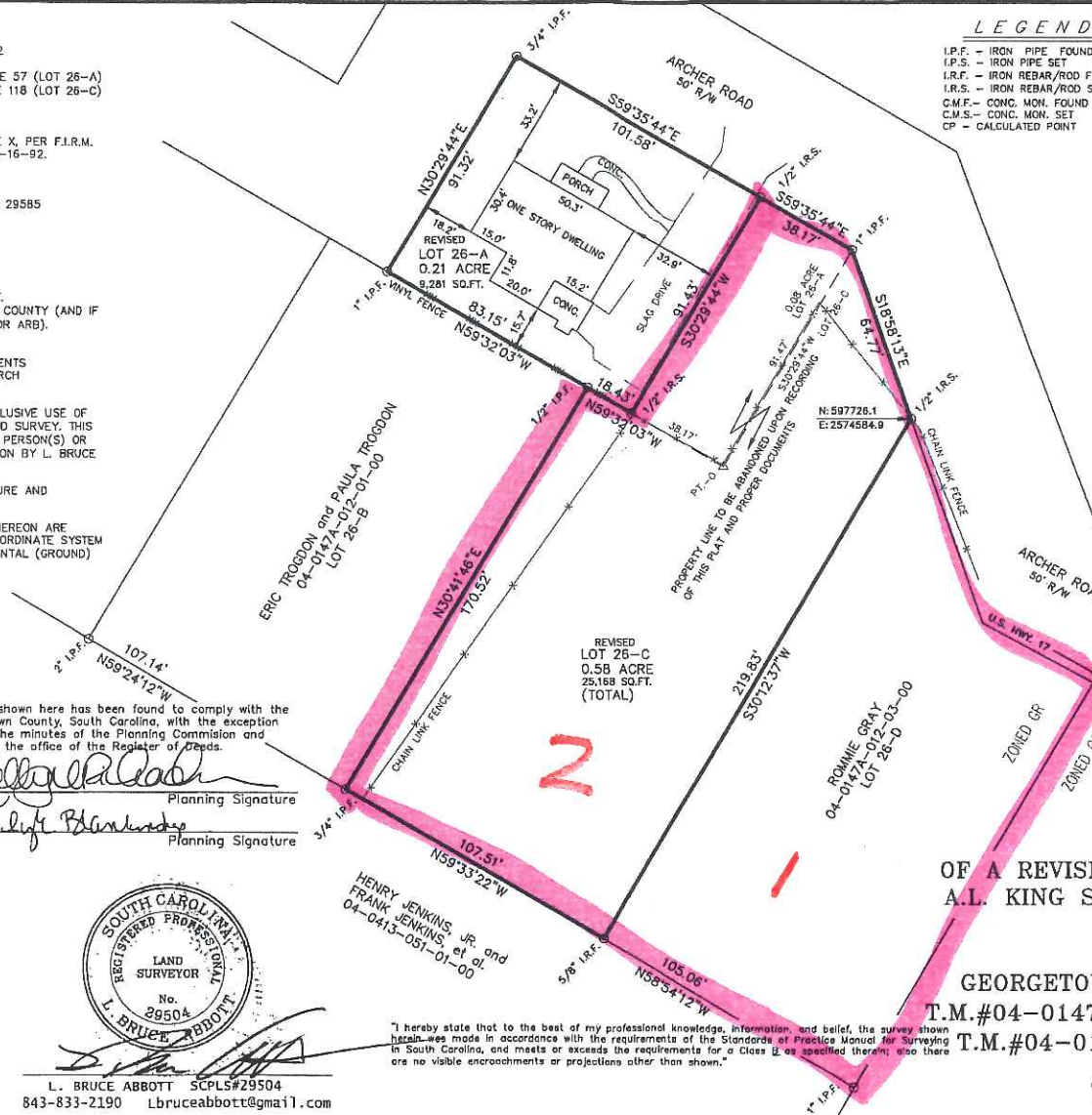
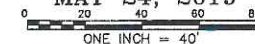
SIGNED _____ DATE _____

SIGNED _____ DATE _____

PLAT

OF A REVISION OF LOTS 26-A AND 26-C,
A.L. KING SUBDIVISION, WACCAMAW NECK,
SURVEYED FOR
ROMMIE GRAY
GEORGETOWN COUNTY, SOUTH CAROLINA
T.M.#04-0147A-012-00-00 (LOT 26-A) and
T.M.#04-0147A-012-02-00 (LOT 26-C)

MAY 24, 2019



Rommie Gray
Property Location
REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Rommie Gray

□ Lot Lines

— Railroads

◆ Landmarks

□ Municipalities

0 35 70 140 210 280 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.



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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.

Rommie Gray
Property Aerial
REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Rommie Gray

□ Lot Lines

— Railroads

◆ Landmarks

2017 Hi Res Imagery

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 35 70 140 210 280
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

A request from Wendell Powers as agent for Rommie Gray to rezone two parcels from General Residential (GR) to General Commercial (GC). The property is located south of Archer Road approximately 167 ft northwest of Geney Lane. TMS #04-0147A-012-02-00 and 04-0147A-012-03-00. Case Number REZ 11-19-24166.

The Planning Commission will be reviewing this request on **Thursday, December 19, 2019 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 Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org



NOTICE OF PUBLIC HEARING

PLEASE NOTE TIME CHANGE

A request from Wendell Powers as agent for Rommie Gray to rezone two parcels from General Residential (GR) to General Commercial (GC). The property is located south of Archer Road approximately 167 ft northwest of Geney Lane. TMS #04-0147A-012-02-00 and 04-0147A-012-03-00. Case Number REZ 11-19-24166.

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Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

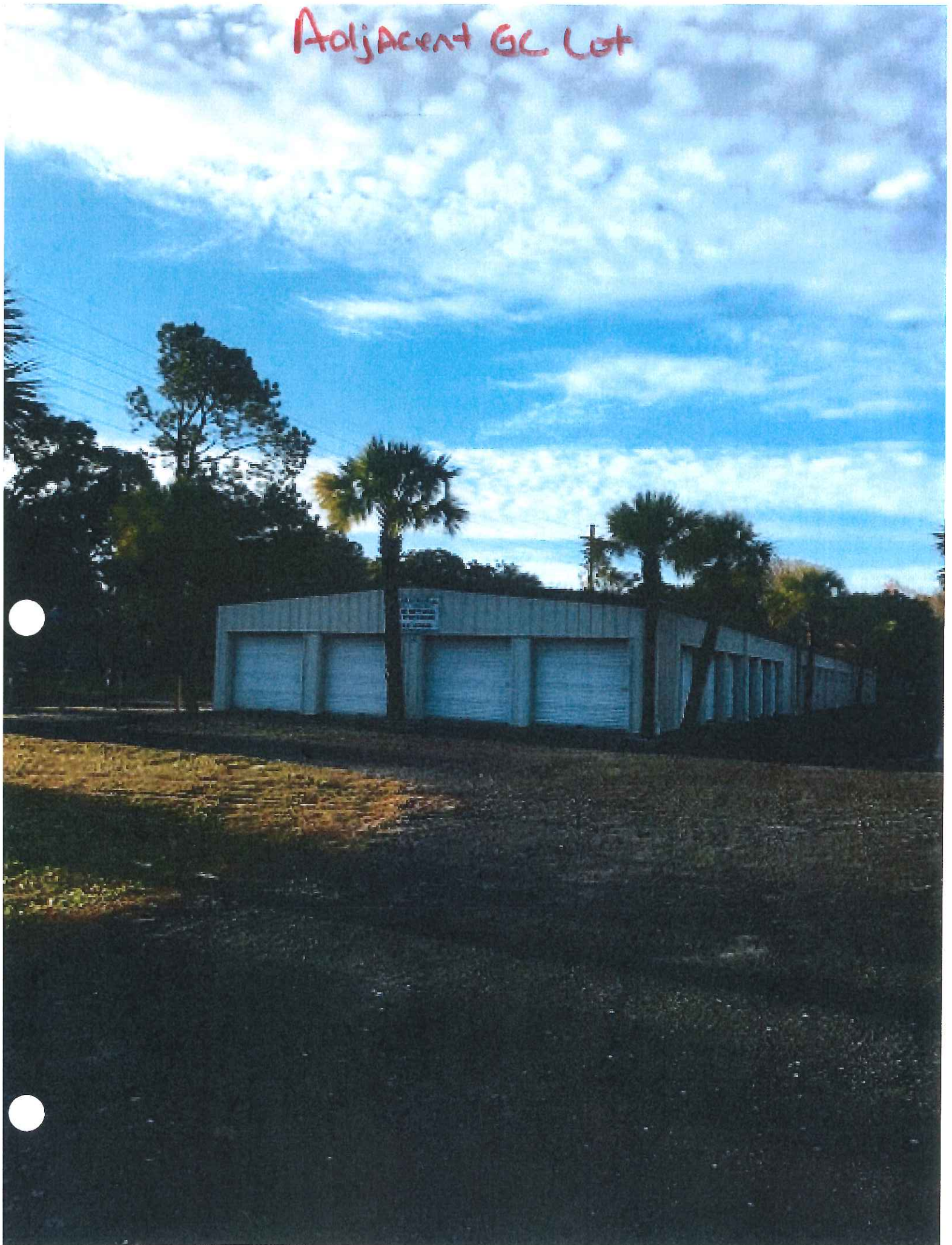
Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Adjacent GC Lot (2)



Adjacent GC Lot



Lot 1 (L)



Lot 1(2)



Lot 1 (3)



Lot 2 (1)



Lot 2(2)



Item Number: 10.c
Meeting Date: 2/11/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate located on Pond Road situate in Murrells Inlet, South Carolina. Horry Telephone Cooperative is desirous of extending an existing lease for another 10 years, with optional renewal periods for the purpose of maintaining a wireless communications tower.

Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to extend the lease agreement with the Lessee for another 10 years with associated renewal terms as evidenced in the Lease Agreement. An increase of 15% in rent will be exercised upon this renewal.

OPTIONS:

1. Adoption of Ordinance No. 20-03
2. Do not adopt Ordinance. No. 20-03

STAFF RECOMMENDATIONS:

Adoption of Ordinance No. 20-03 authorizing the term extension of an existing property lease on Pond Road for maintenance of a Horry Telephone Cooperative Inc. wireless communications tower.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER	Ordinance
<input type="checkbox"/> Third Amendment - Pond Road Property Lease	Exhibit
<input type="checkbox"/> Pond Road Property Lease - Second Amendment	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-03

AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate located on Pond Road situate in Murrells Inlet, South Carolina; and

WHEREAS, HTC is desirous of extending an existing lease for another 10 years, with optional renewal periods for the purpose of 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 extend the lease agreement with the Lessee for another 10 years with associated renewal terms as evidenced in the Lease Agreement. Further, an increase of 15% in rent will be exercised upon this renewal; and

WHEREAS, a public hearing on said lease agreement was held _____, 2020.

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

That Georgetown County enter into the 3rd Amendment to the Lease Agreement, Exhibit A.

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 11th DAY OF FEBRUARY, 2020.

_____(Seal)
Chairman, Georgetown County Council

ATTEST:

Clerk to Council

This Ordinance, No 20-03, has been reviewed by me and is hereby approved as to form and legality.

Georgetown County Attorney

First Reading:

Second Reading:

Third Reading:

EXHIBIT A

Third Lease Amendment

This Third Lease Amendment(hereinafter the "Third Amendment") is executed this ____ day of _____, 2020 by and between the County of Georgetown ("Landlord") and Horry Telephone Cooperative, Inc. ("Tenant")

Witnesseth:

Whereas, Landlord and Tenant's Predecessor in Interest entered into that certain Option and Lease Agreement dated April 11, 1996 and a Memorandum and Amendment dated July 1, 1996 and a Second Memorandum dated March 1, 2006 (collectively, the "Lease") for the exclusive right to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, Landlord and Tenant desire to enter into this Third Amendment to extend the Term of the Lease, Increase the Rent payable by Tenant and to provide additional Renewal Options to Tenant;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. The parties agree to extend the term of the Lease for an additional ten (10) years, commencing on May 24, 2021;
2. Licensee shall have the option to extend the term of the Lease for four (4) additional consecutive ten (10) year periods beyond the ten year extension term.
3. The rent shall increase on May 24, 2021 by Fifteen Percent (15%) over the rent amount for the previous year and shall then increase by Fifteen Percent (15%) every Five (5) Years thereafter during the term and any extensions thereof.
4. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
5. The Lease and this Third Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and/or this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Third Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment under the seal the day and year first above written.

LANDLORD:

Witnesses

The County of Georgetown

By: _____

Name: _____

Its: _____

TENANT:

Witnesses

Horry Telephone Cooperative, Inc.

By: _____

Name: _____

Its: _____

Third Lease Amendment

This Third Lease Amendment(hereinafter the "Third Amendment") is executed this ____ day of _____, 2020 by and between the County of Georgetown ("Landlord") and Horry Telephone Cooperative, Inc. ("Tenant")

Witnesseth:

Whereas, Landlord and Tenant's Predecessor in Interest entered into that certain Option and Lease Agreement dated April 11, 1996 and a Memorandum and Amendment dated July 1, 1996 and a Second Memorandum dated March 1, 2006 (collectively, the "Lease") for the exclusive right to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, Landlord and Tenant desire to enter into this Third Amendment to extend the Term of the Lease, Increase the Rent payable by Tenant and to provide additional Renewal Options to Tenant;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. The parties agree to extend the term of the Lease for an additional ten (10) years, commencing on May 24, 2021;
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4. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
5. The Lease and this Third Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and/or this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Third Amendment.

Signatures on Following Pages

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment under the seal the day and year first above written.

LANDLORD:

Witnesses

The County of Georgetown

By: _____

Name: _____

Its: _____

TENANT:

Witnesses

Horry Telephone Cooperative, Inc.

By: _____

Name: _____

Its: _____

Acknowledgements

State of South Carolina

County of _____

I, _____ a notary public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____ SEAL

State of South Carolina

County of _____

I, _____ a notary public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____ Horry telephone Cooperative, Inc., a South Carolina Corporation and that by authority duly given as the act of Horry telephone Cooperative, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Notary Public

My Commission Expires : _____ SEAL

Second Lease Amendment

This Second Lease Amendment (hereinafter the "Amendment") is executed this 9th day of August, 2005 by and between the County of Georgetown ("Landlord") and HTC Communications, Inc. ("Tenant") *UC* *UC* *HA*

Witnesseth:

Whereas, Landlord and Gearon & Co., Inc ("Gearon") entered into that certain Option and Lease Agreement dated April 11, 1996 (as heretofore amended, the "Lease") for the exclusive right and option to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, HTC Communications, Inc. *UC* *UC* *HA* is successor in interest to Gearon and is now the Tenant under the Lease;

Whereas, Landlord and Tenant desire to enter into this Amendment to provide Tenant with additional ground space to be added to the Tenant's Property as is approximately described in Exhibit A attached hereto and made a part hereof (the "Additional Ground Space") and to increase the rent payable by Tenant to Landlord;

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to include the Additional Ground Space as part of the Property under the terms and conditions of the Lease and to increase the rent as set forth herein;

Amendment to Lease Agreement

Landlord warrants that it is seized of good and marketable title to the Additional Ground Space and has the full power and authority to enter into and execute this Amendment and the full power and authority to lease the Additional Ground Space to Tenant.

Landlord hereby acknowledges that this Amendment shall constitute notice as required under the Lease that Tenant intends to sublease a portion of the Property and the Additional Ground Space to Cellco General Partnership (d/b/a Verizon), its successors and assigns.

Property: Effective as of the full execution hereof, the Property as defined in the Lease shall be hereby amended to include the Additional Ground Space as shown on Exhibit A hereto as part of the Property. Landlord may survey the Property and the survey shall then become Exhibit B to this Amendment which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit A.

Rent: The rent shall be amended such that it is to be increased from the execution hereof forward by thirty-three percent (33%) of the amount originally called for under the Lease as it existed prior to this Amendment until the expiration or termination of the Lease or the termination of this Amendment, whichever occurs first.

Memorandum: At the request of Tenant, Landlord agrees to execute a memorandum or short form of the Agreement as amended in recordable form for the purpose of giving third parties notice thereof.

Termination: In addition to any termination rights provided in the Lease, Tenant may terminate this Amendment at any time after the execution hereof by delivery of written notice to Landlord immediately whereupon this Amendment shall be deemed of no further effect and the Leased Area and the Rent shall from such date forth be as set forth in the Lease as it existed prior to the execution of this Amendment.

Full Force and Effect: Except as modified herein, the Lease remains unchanged and in full force and effect.

Signatures on Following Pages

IN WITNESS WHEREOF, the undersigned have executed this Amendment under the seal the day and year first above written.

LANDLORD:

The County of Georgetown

By:

Name: Sel Hemingway

Its: Chairman

Witnesses
[Signature]
[Signature]

TENANT:

HTC Communications, Inc. ^{UC EKC}

By:

Name: Lowell K. Carter

Its: Authorized Representative

Witnesses
[Signature]
[Signature]

Acknowledgements

State of South Carolina

County of Georgetown

I, Elizabeth Goodale a notary public for said County and State, certify that SEL Hemingway personally appeared before me this day and acknowledged that he/she is Council Chairman of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 2nd day of August, 2011.

Elizabeth J. Goodale
Notary Public

My Commission Expires : July 8, 2013 SEAL

State of South Carolina

County of Horry

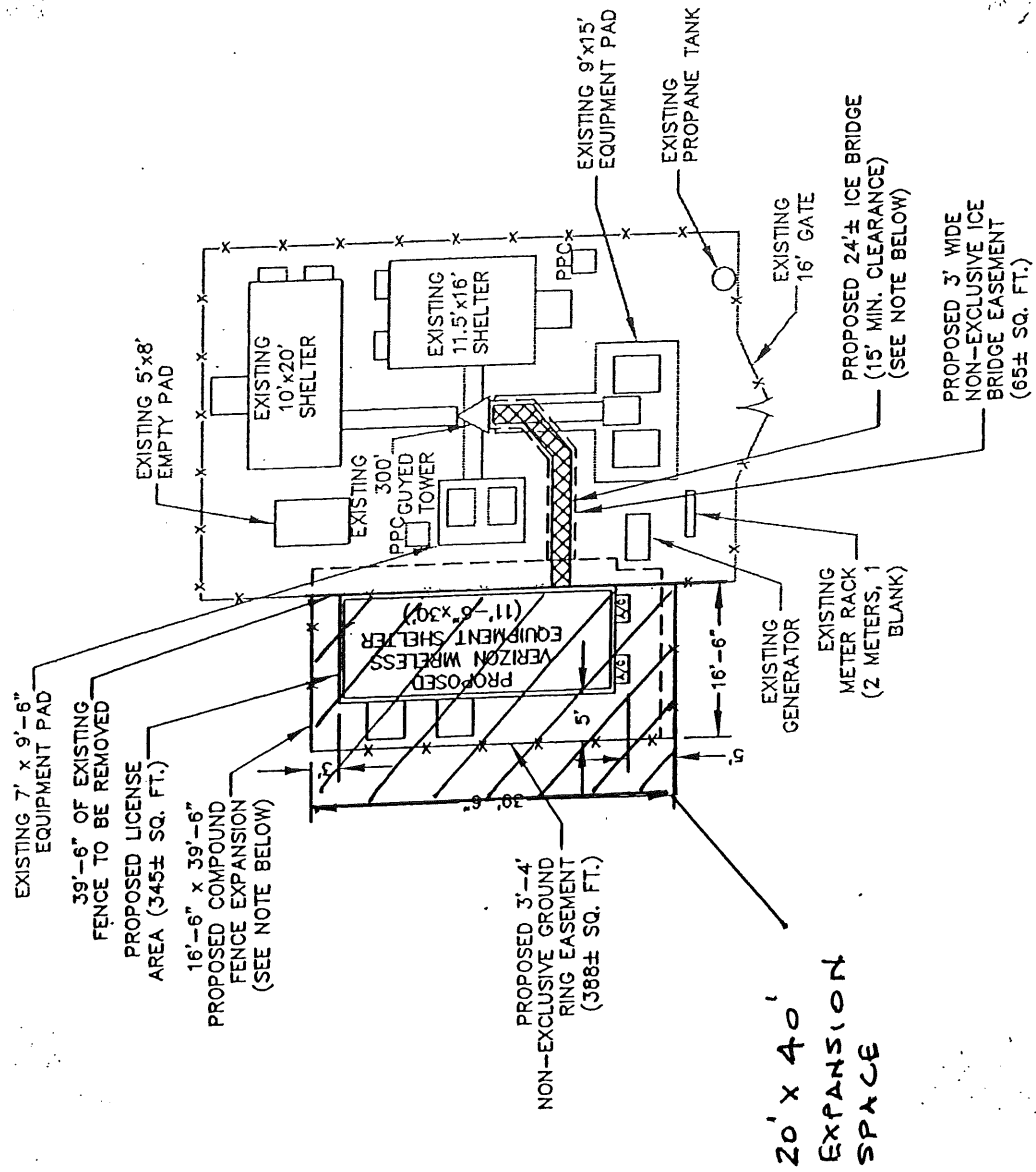
I, Dean Varner a notary public for said County and State, certify that Lowell Carter personally appeared before me this day and acknowledged that he/she is Authorized Representative of HTC Communications, Inc., a South Carolina Corporation and that by authority duly given as the act of HTC Communications, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 1 day of March, 2011.

[Signature]
Notary Public

My Commission Expires : 10/29/2007 SEAL

EXHIBIT A



State of South Carolina

County of Horry

Second Memorandum of Lease

The County of Georgetown (Landlord) hereby memorializes its lease to HTC Communications, ~~Inc.~~ (Tenant). *LLC LLC*

WITNESSETH:

WHEREAS, Landlord and Gearon & Co., Inc ("Gearon") entered into that certain Option and Lease Agreement dated April 11, 1996 (as heretofore amended, the "Lease") for the exclusive right and option to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

WHEREAS said Lease was amended by a MEMORANDUM OF LEASE AND AMENDMENT TO LEASE;

WHEREAS, HTC Communications, ~~Inc.~~ *LLC* is successor in interest to Gearon and is now the Tenant under the Lease; and

WHEREAS, HTC Communications and the County of Georgetown executed a Second Amendment to Lease to increase the size of the Property.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Description of the Property: The Property leased to Tenant has been increased in size as shown on Exhibit A attached hereto and incorporated herein by reference.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby and to modify the legal description of the subject property to be as shown on Exhibit A, attached hereto and incorporated herein by reference all of which are hereby confirmed.

Signatures on Following Page

IN WITNESS WHEREOF, the undersigned have executed this Memorandum under the seal the day and year first above written.

LANDLORD:

The County of Georgetown

By: Sei Hemingway

Name: Sei Hemingway

Its: Chairman

Witnesses

William J. J. J.
Lucinda J. J.

TENANT:

HTC Communications, Inc.

By: Lowell K. Carter

Name: Lowell K. Carter

Its: Authorized Representative

Witnesses

E. J. J.
E. J. J.

Acknowledgements

State of South Carolina

County of Georgetown

I, Elizabeth Goodale a notary public for said County and State, certify that Sel Hemingway personally appeared before me this day and acknowledged that he/she is Council Chairman of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 9th day of August, 2005.

Elizabeth G. Goodale
Notary Public

My Commission Expires : July 8, 2013 SEAL

State of South Carolina

County of Horry

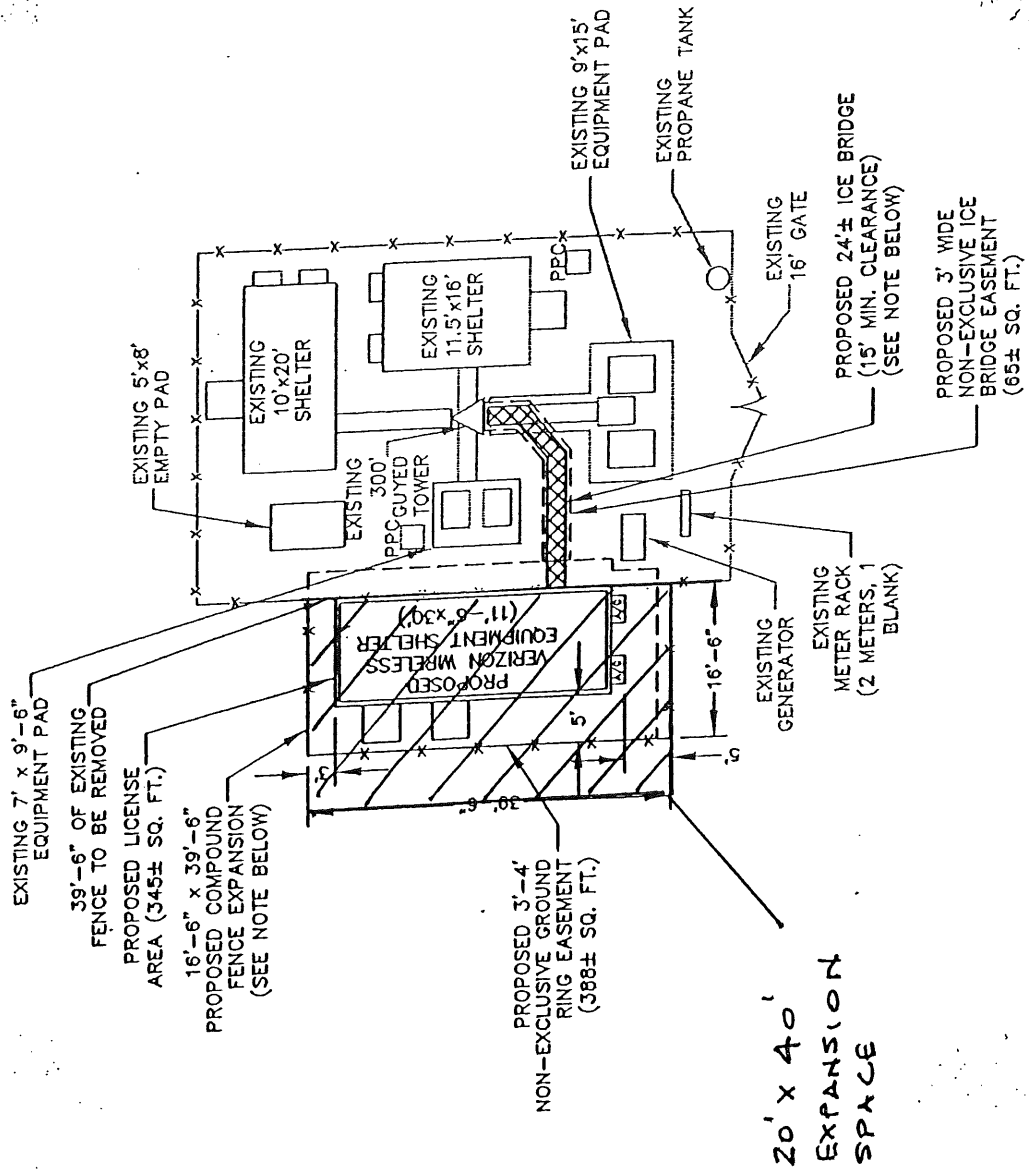
I, Dean Varner a notary public for said County and State, certify that Lowell Carter personally appeared before me this day and acknowledged that he/she is Authorized Representative of UKC HTC Communications, Inc., a South Carolina Corporation and that by authority duly given as the act of HTC Communications, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 1 day of March, 2006

[Signature]
Notary Public

My Commission Expires : 10/29/2007 SEAL

EXHIBIT A



OPTION AND LEASE AGREEMENT

THIS AGREEMENT, made this 11th day of April, 1996 between
County of Georgetown
 (the "LANDLORD") and GEARON & CO., INC. (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located in Georgetown
 County, State of South Carolina and TENANT desires to obtain an
 option to lease a portion of such real property, containing approximately 2400 square
 feet, together with a right of way thereto, as hereinafter described (such portion of real
 property and such right of way being hereinafter called the "Property"). The Property is
 more specifically described in Exhibit "A", and substantially shown as outlined in red on
 Exhibit "A-1", both attached hereto and made a part hereof.

OPTION

NOW THEREFORE, in consideration of the sum of _____
 Dollars (\$ _____, the "Option Money"), to be paid by TENANT to LANDLORD upon
 TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the
 exclusive right and option (the "Option") to lease the Property in accordance with the terms
 and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to
10-11, 1996 (the "Option Period"). At TENANT's election, and upon
 TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option
 Period may be further extended for an additional period of six (6) months, through and
 including 4-11, 1996 with an additional payment of _____
 Dollars (\$ _____) by TENANT
 to LANDLORD for the extension of the Option Period. The Option Period may be thereafter
 further extended by mutual agreement in writing. If TENANT fails to exercise the Option
 within the Option Period, as it may thereafter be extended as provided herein, the Option
 shall terminate, all rights and privileges granted hereunder shall be deemed completely
 surrendered, LANDLORD shall retain all money paid for the Option, and no additional
 money shall be payable by either party to the other.

Transfer of Option. The Option may be sold, assigned, or transferred at any time
 by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its
 parent company or to any third party agreeing to be subject to the terms hereof. Otherwise,
 the Option may not be sold, assigned or transferred without the written consent of
 LANDLORD, such consent not to be unreasonably withheld. From and after the date the
 Option has been sold, assigned or transferred by TENANT to a third party agreeing to be
 subject to the terms hereof, TENANT shall immediately be released from any and all liability

under this Agreement, including the payment of any rental or other sums due, without any further action

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this AGREEMENT

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property except as set forth in Exhibit B, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement, except as set forth in Exhibit B

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning

approvals or other certificates permits licenses or approvals. TENANT desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable) so as to relocate or enlarge all or any portion of the Property to other portions of LANDLORD's Surrounding Property (a "Relocation Site". TENANT shall notify LANDLORD of such desire and deliver to LANDLORD a copy of the survey and legal description of the portions of the Property and LANDLORD's Surrounding Property that TENANT proposes as a Relocation Site. LANDLORD shall have the right to approve any Relocation Site, and LANDLORD agrees not to unreasonably withhold its approval. such approval to be based on commercially reasonable standards. LANDLORD agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LANDLORD and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LANDLORD approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable). and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LANDLORD shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Utility Services. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT or to the utility company. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to)

costs of environmental assessments, title examinations, zoning application fees and attorneys' fees and other legal expenses of TENANT.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. Lease of Property. LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20') wide right of way extending from the nearest public right of way, which is known as POND ROAD, to the Property, as such right-of-way is shown on Exhibit "A" hereto (the "Right-of-Way").

2. Initial Term and Rental. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of \$ _____ Dollars (\$ _____) to be paid in equal monthly instalments on the first day of each month during the term, in advance, to County of Georgetown or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$ _____
2nd	\$ _____
3rd	\$ _____
4th	\$ _____

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use.** TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on LANDLORD's Surrounding Property and/or the Right of Way reasonably necessary for the maintenance and operation of the Communications Facility. TENANT will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition

TENANT, at TENANT'S option, may erect either a self supporting tower or a guyed tower suitable for its proposed use. Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over and across the Property as well as the property owned by LANDLORD surrounding the Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT'S tower. The easement granted herein shall extend such distance from the TENANT'S tower as is reasonably necessary, in TENANT'S sole discretion, to properly support said tower with the area over which such wires extend being considered a part of the easement area and the leased Property. LANDLORD grants TENANT 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 TENANT'S tower or the tower's guy wires or the TENANT'S other improvements.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Indemnification.** TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy.

9. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the

improvements constructed by TENANT on the Property. TENANT shall reimburse LANDLORD as additional rent for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent.

10. Removal of Improvements. Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

11. Sale of Property. If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any other areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other communications facilities if, in TENANT's sole judgment, such installation, operation or maintenance would interfere with TENANT's facilities.

12. Quiet Enjoyment. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. Assignment. This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, to any successor entity with or into which TENANT is sold, merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. TENANT may sublease the Property, but will provide notice to LANDLORD of the sublease.

14. **Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LANDLORD, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

16. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Property. LANDLORD, at LANDLORD's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

17. **Hazardous Substances.** LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being

generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

18. Opportunity to Cure. If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty(60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. Governing Law. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

20. Notices. All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT

Gearon & Co., Inc.
6650 Powers Ferry Road, Suite 125
Atlanta, Georgia 30339

LANDLORD

County of Georgetown
P.O. Drawer 1270
Georgetown, S.C. 29442

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

21. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

22. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in such form as shown on Exhibit "D" attached hereto and made a part hereof, in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

23. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

See Release on Page 74

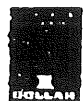
FORM NO.

88 MAY 74

Form 14-700 to Post Notice

Revised 7

STATE OF SOUTH CAROLINA,
COUNTY OF GEORGETOWN



Exh. b. + A

KNOW ALL MEN BY THESE PRESENTS, THAT
I, James Wesley Hughes, of the Murrells Inlet Section of Georgetown County,

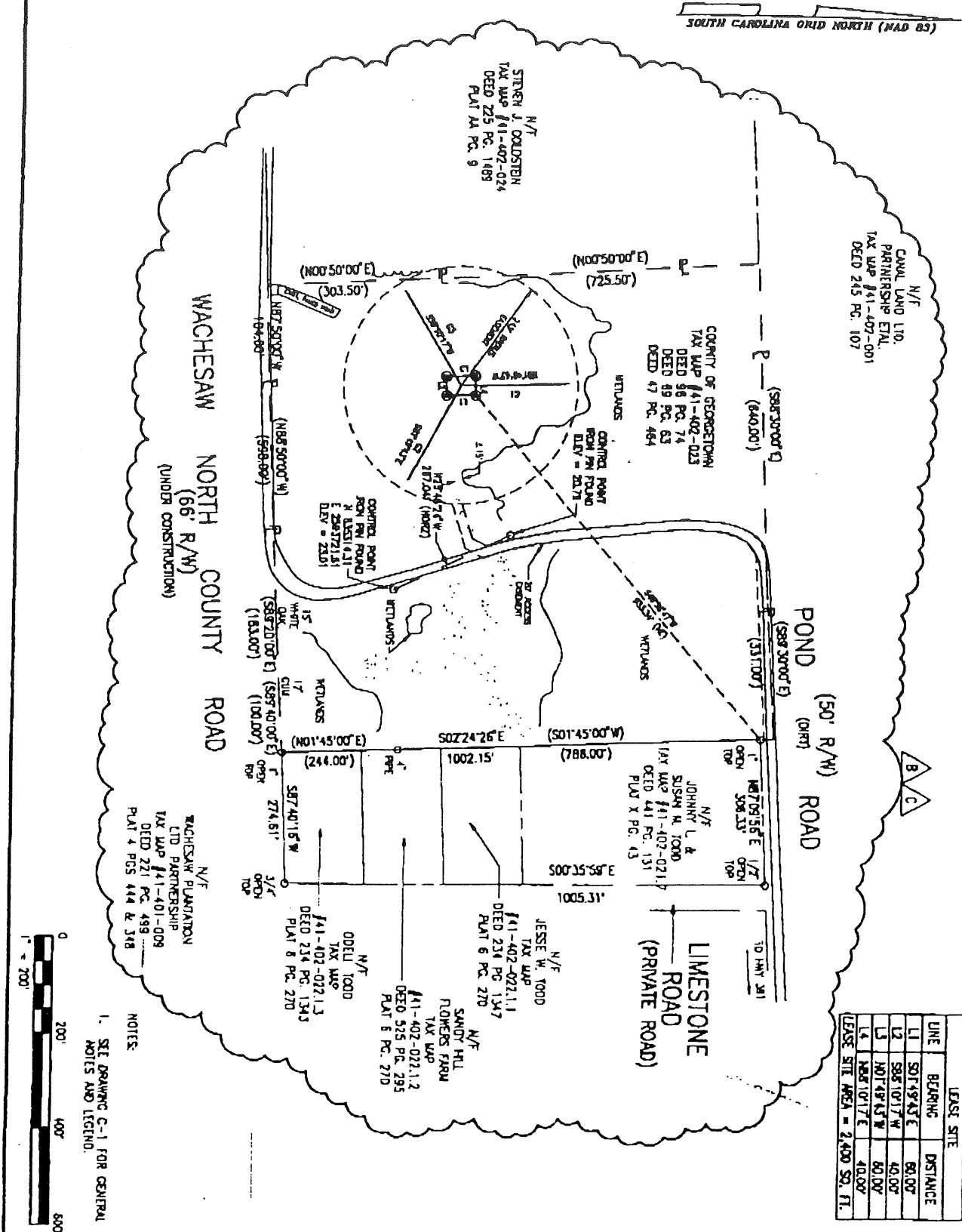
to the State aforesaid _____ for and _____ in consideration of the sum of
TEN THOUSAND FIVE HUNDRED AND NO/100 _____ DOLLARS,
to... R.C. in hand paid at and before the sealing of these presents by _____ County of Georgetown
a body politic,
to the State aforesaid _____ the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release
unto the said _____ COUNTY of Georgetown.

All that certain piece, parcel or tract of land situate, lying and being
in Georgetown County, State of South Carolina, containing twenty (20)
acres, more or less, and being bounded as follows: Northwest by lands of
International Paper Company; Southeast by lands of W. A. Kimbal; Northeast
by other lands of Oscar Perry Causey; and Southwest by lands of Charlie
Strickland.

Being the premises conveyed to the grantor herein by deed of H. W. Gordon
dated January 1, 1966, and recorded in the office of the Clerk of Court
for Georgetown County in deed book 69 at page 63.

Exh. b. + "A1"

SOUTH CAROLINA GRID NORTH (MAD 83)



BELLSOUTH Carolinas PCS, L.P. 09-072-062-A SITE SURETY		SOUTH CAROLINA DEPARTMENT OF REVENUE RECEIVED 09-072-062-A 09-072-062-A	SOUTH CAROLINA DEPARTMENT OF REVENUE RECEIVED 09-072-062-A 09-072-062-A
PROJECT NUMBER: 22597-09 DRAWING NUMBER: C-2		PROJECT NUMBER: 22597-09 DRAWING NUMBER: C-2	PROJECT NUMBER: 22597-09 DRAWING NUMBER: C-2

EXHIBIT "B"

List all deeds to secure Debts, Mortgages, Liens or Judgments encumbering the Property.

If none, please state "none".

Debts:

Lender:

Loan Officer Name and Telephone

Loan Number:

Liens:

Judgments:

EXHIBIT "C"

Legal Description and Survey of the Property (to be attached at a later date).

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

MEMORANDUM OF LEASE

("LANDLORD"), hereby leases to GEARON & CO., INC., a Georgia corporation ("TENANT"),
for a term beginning the _____ day of _____, 199__ and continuing for a
maximum period of _____ (____) years, including extensions and renewals, if any, the
following property:

See Exhibit A attached hereto for property description

The provisions set forth in a written lease agreement between the parties dated the
_____ day of _____, 199__ (the "Lease"), are hereby incorporated into this
memorandum.

TENANT may, pursuant to the terms and conditions contained in the Lease, assign its
interest under the Lease without the consent of LANDLORD.

LANDLORD:

GEORGETOWN COUNTY
By: [Signature] President
Attest: Suzanne M. Whitman Secretary

(CORPORATE SEAL)

TENANT:

GEARON & CO., INC., a Georgia
corporation

By: _____
Sue B. Chapman, Asst. Vice
President

Attest: _____
K.W. Maser, Secretary
(CORPORATE SEAL)

AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of MAY, 1996, by and between GEARON & CO., INC., a Georgia corporation (hereinafter "GEARON"), whose address is: 1760 The Exchange N.W., Atlanta, Georgia 30339, and BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership (hereinafter "BELLSOUTH"), whose address is: 3353 Peachtree Road, N.E., Suite 300, Atlanta, Georgia 30326.

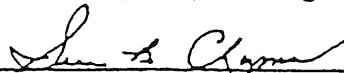
WITNESSETH: THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. GEARON hereby sells, transfers and assigns to BELLSOUTH or its designee, and BELLSOUTH or its designee accepts the sale, transfer and assignment of, all rights and obligations of GEARON pursuant to the provisions set forth in the attached written lease agreement between COUNTY OF GEORGETOWN, as Lessor, and GEARON & CO., INC., as Tenant, dated April 11, 1996 (the "Lease"), pertaining to certain property known as: Old Pond Road (# not available at this time), Murrells Inlet, South Carolina 29576, and located in Georgetown County.

2. In consideration of the foregoing, BELLSOUTH or its designee shall reimburse to GEARON upon demand any option money, deposit money, or other monies paid by GEARON as set forth in said Lease. If its designee fails to timely remit the foregoing monies to GEARON, BELLSOUTH shall pay such monies to GEARON upon demand.

IN WITNESS WHEREOF, this Agreement has been signed, sealed and delivered as of the date first above written.

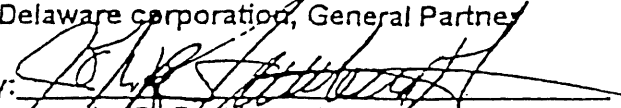
GEARON & CO., INC., a Georgia corporation

By: 
Sue B. Chapman, Assistant Vice President

(Corporate Seal)

BELLSOUTH CAROLINAS PCS, L.P.,
a Delaware limited partnership (SEAL)

By: BELLSOUTH PERSONAL COMMUNICATIONS, INC.,
a Delaware corporation, General Partner

By: 
John R. Scuttlworth, Manager, Real Estate

203

BOOK 709 PAGE 63

FILED
11161 WILLIAMS
11161
96 JUL 18 PM 12:33
CLERK OF COURT
S.C.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

MEMORANDUM OF LEASE AND AMENDMENT TO LEASE

COUNTY OF GEORGETOWN ("Lessor"), hereby memorializes its lease to BellSouth Carolinas PCS, L.P., a Delaware limited partnership ("BellSouth" or "Tenant"), successor in interest to Gearon & Co., Inc., a Georgia corporation ("Gearon") of the property described on the attached Exhibit "A":

WITNESSETH:

THAT WHEREAS, Lessor and Gearon executed and entered into an Option and Lease Agreement (the "Lease") for the property described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Gearon has assigned its interest as Tenant under the option portion of the Lease to BellSouth, Gearon has been released from the Lease and BellSouth has exercised the option and assumed the obligations of Tenant under the Lease; and

WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Property, to acknowledge BellSouth's exercise of its option under the Lease and to provide for a commencement date under the Lease.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease Information

Date of Lease:	<u>April 11, 1996</u>
Description of Property:	See Exhibit A attached hereto and incorporated herein by reference.
Term of Lease:	Twenty-five (25) years, including extensions and renewals, if any.
Commencement Date:	<u>May 24, 1996</u>

2. Lessor hereby acknowledges and consents to the assignment of the option portion of the Lease to BellSouth and hereby acknowledges that BellSouth has exercised its option under the Lease. Lessor hereby recognizes BellSouth as the Tenant under the Lease, and BellSouth attorns to Lessor as the Lessor under the Lease.

3. Notwithstanding anything to the contrary in the Lease, the description of the Property shall be as shown on Exhibit A, attached hereto and incorporated herein by reference, which Exhibit A shall be deemed attached to the Lease as Exhibit C thereto and shall supplement (and shall control in the event of a conflict with) Exhibits A and/or A-1 in the Lease relative to the description of the Property and the real estate contiguous thereto.

4. Lessor hereby grants to Tenant nonexclusive easements and rights of way for ingress and egress, for utilities, and (at Tenant's option) for guy wires, all of which are as shown and/or described in Exhibit A attached hereto and incorporated herein by reference TO HAVE AND TO HOLD unto Tenant, its successors and assigns, during the term of the Lease.

5. The Lease prohibits Lessor from selling, leasing or using any other areas of the real property owned or controlled by Lessor adjacent to the Property for the installation, operation or maintenance of other communications facilities that, in Tenant's judgment, would interfere with Tenant's use of the Property.

6. The purpose of this Memorandum of Lease and Amendment to Lease (the "Memorandum") is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. A full and complete copy of the Lease is on file at the offices of the Lessor and the Tenant. In the event of a conflict between the terms of this Memorandum of Lease, such conflicting or additional terms shall be deemed to be a part of the Lease and shall otherwise amend the Lease and be controlling. The terms of the Lease are incorporated herein by reference.

(REMAINDER OF PAGE INTENTIONALLY DELETED)

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

TENANT:

BELLSOUTH CAROLINAS, PCS, L.P.,
a Delaware limited partnership

Patricia M. Eason
Witness

[Signature]
Witness

BY: BELLSOUTH PERSONAL
COMMUNICATIONS, INC., a
Delaware Corporation, its
general partner

BY: [Signature]

Print name: Scott Fox

Title: Vice President

I, RICHARD A. DAVIS, notary public, do hereby certify
that Scott Fox
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

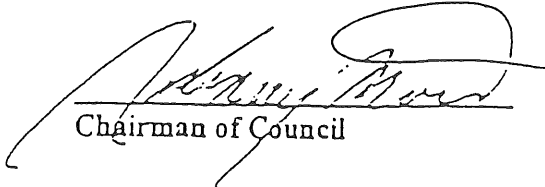
Witness my hand and seal this 5 day of June, 1996.

[Signature]
Notary Public for Georgia

My commission expires Notary Public, DeKalb County, Georgia
January 15, 1999

LESSOR:

COUNTY OF GEORGETOWN

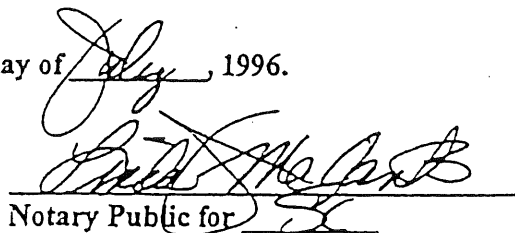

Chairman of Council

Suzanne M. Whitman
Witness

Kathleen B. Livingston
Witness

I, LINDA J McCANTS, notary public, do hereby certify
that Johnny MORANT
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and seal this 1st day of July, 1996.


Notary Public for SE

My commission expires: 10/03/90

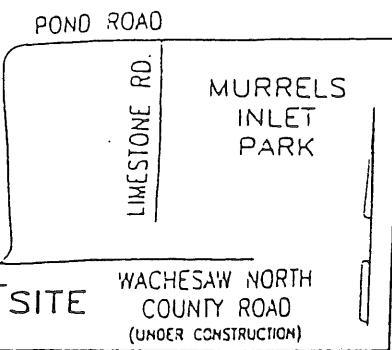
072-052A-SUNNY

A portion of the certain piece, parcel or lot of land, situate, lying, and being in the County of Georgetown, in the State of South Carolina, being the property of County of Georgetown as described in Deed Book 96 at Page 74, Book 69 at Page 63, and Book 47 at Page 464 and being shown and delineated on a Lease Exhibit prepared for BellSouth Carolinas P.C.S., L.P., by Piedmont Olsen Hensley dated March 15, 1996, Revised April 9, 1996, entitled "Lease Exhibit for BellSouth Carolinas P.C.S., L.P. of Site 072-052A-Sunny" and attached hereto as part of this Exhibit A. The part of said property encumbered by this agreement is shown and delineated on said Lease Exhibit as a "Lease Site", "Access, Utility & Maintenance Easement" and 245' Radius Guy Easement, and have such metes and bounds and courses and distances as are set forth on said Lease Exhibit.

LEGEND

- LINE SURVEYED
- - - LINE NOT SURVEYED
- R/W — ROAD RIGHT-OF-WAY LINE BY DEED OR PLAT
- P.O.B. POINT OF BEGINNING
- IPF - IRON PIN FOUND
- ⊙ NAIL SET

LEASE SITE		
LINE	BEARING	DISTANCE
L1	S01°49'43"E	60.00'
L2	S88°10'17"W	40.00'
L3	N01°49'43"W	60.00'
L4	N88°10'17"E	40.00'
AREA = ±2,400 SQ.FT.		



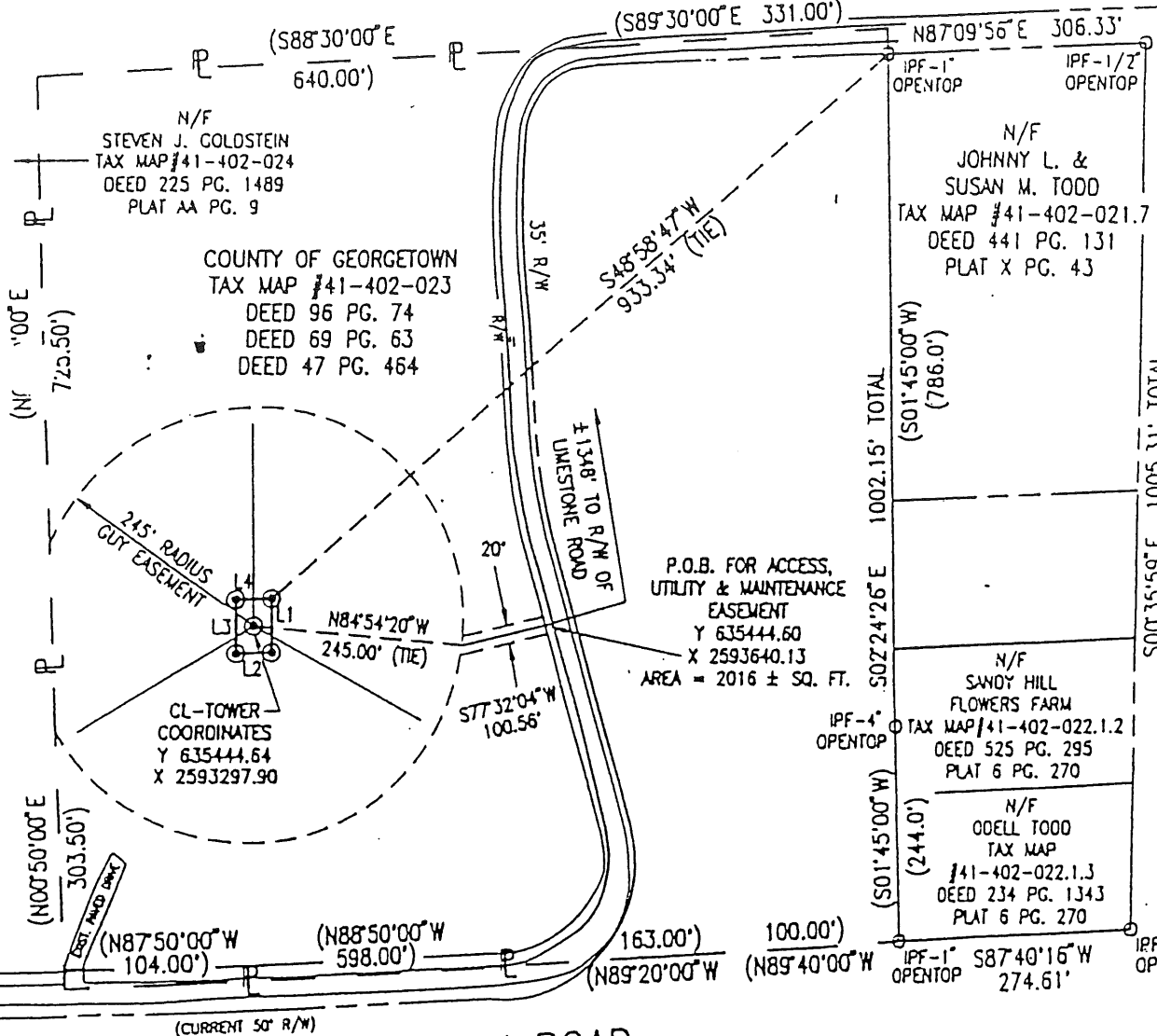
VICINITY MAP
N.T.S.

N/F
CANAL LAND LTD.
PARTNERSHIP ETAL
TAX MAP #41-402-001
DEED 245 PG. 107

POND ROAD
35' R/W

LIMESTONE ROAD
(50' R/W)

SOUTH CAROLINA GRID NORTH (NAD 83)



N/F
STEVEN J. GOLDSTEIN
TAX MAP #41-402-024
DEED 225 PG. 1489
PLAT AA PG. 9

COUNTY OF GEORGETOWN
TAX MAP #41-402-023
DEED 96 PG. 74
DEED 69 PG. 63
DEED 47 PG. 464

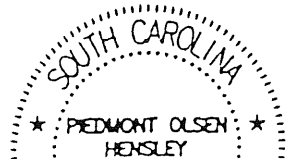
N/F
JOHNNY L. &
SUSAN M. TODD
TAX MAP #41-402-021.7
DEED 441 PG. 131
PLAT X PG. 43

N/F
SANDY HILL
FLOWERS FARM
TAX MAP #41-402-022.1.2
DEED 525 PG. 295
PLAT 6 PG. 270

N/F
ODELL TODD
TAX MAP
#41-402-022.1.3
DEED 234 PG. 1343
PLAT 6 PG. 270

P.O.B. FOR ACCESS,
UTILITY & MAINTENANCE
EASEMENT
Y 635444.60
X 2593640.13
AREA = 2016 ± SQ. FT.

WACHESA NORTH COUNTY ROAD
(66' R/W UNDER CONSTRUCTION)



- NOTES:
- 1) BEARINGS ARE SC GRID AND DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED. COORDINATES ARE SC GRID (NAD 83).
 - 2) THIS LEASE EXHIBIT HAS BEEN PREPARED PARTIALLY FROM AN ACTUAL FIELD SURVEY AND PARTIALLY FROM MAPS AND DEEDS OF RECORD.
 - 3) THIS MAP REPRESENTS ONLY A SURVEY OF THE LEASE AREA, AND IS NOT INTENDED FOR

Item Number: 10.d
Meeting Date: 2/11/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-04 - To authorize the sale of parcels located within the 933+/- acre site, designated as TMS No. 01-0437-002-00-00, and located along Pennyroyal Road, in Georgetown County, South Carolina.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to Pennyroyal Road near Winyah Generating Station and 3V Chemical, this particular parcel being approximately 933 acres designated as TMS: 01-0437-002-00-00.

Georgetown County Council has determined the purpose of this property is for economic development and various parcels located within the property, interior to its setbacks, will be best suited for economic development plans and place Georgetown County in a position to attract growth from companies.

The fair market value of the property has or will be determined as each parcel contemplated is declared marketable and sold to the benefit of Georgetown County.

OPTIONS:

1. Adoption of Ordinance No. 20-04.
2. Deny adoption of Ordinance No. 20-04.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 20-04.

ATTACHMENTS:

Description	Type
▣ Ordinance No 20-04 To Authorize Sale of Property on Penny Royal Road	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #20-04

COUNTY OF GEORGETOWN

)

**AN ORDINANCE TO AUTHORIZE THE SALE OF PARCELS LOCATED WITHIN THE 933+/- ACRE SITE
LOCATED ALONG PENNYROYAL ROAD**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to Pennyroyal Road near Winyah Generating Station and 3V Chemical, this particular parcel being approximately 933 acres designated as TMS: 01-0437-002-00-00; and

WHEREAS, At this time, Georgetown County Council has determined the purpose of this property is for economic development and various parcels located within the property, interior to its setbacks, will be best suited for economic development plans and place Georgetown County in a position to attract growth from companies; and

WHEREAS, the fair market value of the property has or will be determined thus each parcel contemplated is declared marketable and sold to the benefit of Georgetown County; and

WHEREAS, Georgetown County Council, after consideration, finds that it is desirable to declare these parcels marketable and transfer the interests by subsequent approval of purchase agreements to be presented to County Council followed by applicable deed to the purchaser; and

WHEREAS, a public hearing discussing the matter was held on _____, 2020.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 933 ACRE PARCEL, TMS# 01-0437-002-00-00 (EXHIBIT A), IS FOR ECONOMIC DEVELOPMENT AND VARIOUS PARCELS LOCATED WITHIN THE PROPERTY (TBD), INTERIOR TO ITS SETBACKS, ARE MARKETABLE AND TO BE SOLD TO THE BENEFIT OF GEORGETOWN COUNTY.
2. EACH PARCEL WILL BE SOLD BY APPLICABLE PURCHASE AGREEMENT TO BE PRESENTED TO COUNTY COUNCIL FOR ITS APPROVAL PRIOR TO EXECUTION OF SAID DOCUMENT.

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 _____, 2020.

John Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2020-04, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2020

Second Reading: _____, 2020

Third Reading: _____, 2020

[illegible]

Item Number: 12.a
Meeting Date: 2/11/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-05 - An amendment to the Article XVII, Section 1702.2 of the Zoning Ordinance regarding the submission time frame for applications to the Planning Commission

CURRENT STATUS:

Article XVII, Section 1702.2 of the Zoning Ordinance addresses applications to the Planning Commission, which require applications to be submitted at least 45 days prior to a Commission meeting.

POINTS TO CONSIDER:

1. The Zoning Ordinance was amended in 2007 to require that applications be submitted to the PC at least 45 days prior to a meeting. Likewise, the Development Regulations and the PC by-laws were amended in 2007 to establish the 45 day requirement.
2. The changes were made to reduce the number of conditions that were placed on approvals such as reviews by SCDOT, GCWSD, etc.
3. This 45 day requirement conflicts with state law which requires the PC to render a decision within 30 days of a submittal. Failure to render a decision means the application is sent to County Council with a positive recommendation.
4. In reality, the 45 day requirement does not benefit staff in reviewing an application. When an application is submitted 45 days prior to a meeting, staff is still working on other applications that will be reviewed at the upcoming PC meeting.
6. The 45 day requirement places a significant burden on the development community as it has frequently caused projects to have to be placed on a PC agenda two months later. If a project has to wait two months to be reviewed and then have County Council give three readings, the process is unnecessarily long.
7. Staff recommended approval for the attached ordinance reducing the timeframe from 45 days to 30 days.
8. The Planning Commission held a public hearing on this issue at their January 16th meeting. No one came forward to speak. The Commission voted 6 to 0 to recommend approval for the proposed change to the Zoning Ordinance.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<div data-bbox="154 632 180 657">▢</div> Ordinance No. 20-05 Amendment to Zoning Ordinance re time frame for applications	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-05

AN ORDINANCE TO AMEND ARTICLE XVII, AMENDMENTS, SECTION 1702.2, APPLICATION PROCEDURE OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XVII, AMENDMENTS, SECTION 1702.2, APPLICATION PROCEDURE, SHALL READ AS FOLLOWS.

1702.2 Application Procedure. Application forms for amendment requests shall be obtained from the Planning Commission. Completed forms, together with an application fee to cover administrative costs plus any additional information the applicant feels to be pertinent shall be filed with the Planning Commission. Any communication purporting to be an application for an amendment shall be regarded mere notice to seek relief until it is made in the form required.

1702.201 Applications for all amendments must be submitted ~~in proper form~~, at least 45 **thirty (30)** days prior to a Planning Commission meeting in order to be heard at that meeting. *(Amended Ord. 2007-41)*

1702.2011 Conceptual reviews by outside agencies must be submitted 45 **twenty one (21)** days prior to a Planning Commission meeting in order to be considered at such meeting. *(Amended Ord. 2007-41)*

1702.202 The Planning Commission, at regular meetings, shall review and prepare a report, including its recommendation for transmittal to the County Council.

1702.203 All meetings of the Planning Commission shall be open to the public. At a meeting, any party may appear in person, by agent or attorney.

1702.204 No member of the Planning Commission shall participate in a matter in which he has any pecuniary or special interest.

1702.205 Following action by the Planning Commission, all papers and data pertinent to the application shall be transmitted to the County Council for final action.

1702.206 The person or entity applying to amend the ordinance by changing the zoning classification of a particular piece of property or establishing or amending a Planned Development or **Flexible Design District** must submit to the Planning Commission, as part of the application, letters addressed to each property owner within four hundred (400) feet of the subject property containing information adequate to notify such owners of the intention to rezone, and when and where a public hearing will be held by the Planning Commission. ~~On the back of the letter of notification,~~ A location map showing the areas to be rezoned must be included. Such letters must be placed in unsealed, stamped and addressed envelopes ready for mailing by the Planning Commission. The Planning Commission's address must appear as the return address on the envelopes. A list of all property owners, as reflected by the tax records, to whom letters are addressed must accompany the application.

If an amendment to change the zoning classification for a piece of property or a request to establish or amend a Planned Development or **Flexible Design District** is deferred by the Commission, new letters of notification will be required. If an amended request is submitted, the applicant must submit additional letters of notification as described above
(Amended 2009-21).

1702.207 The letters of notification required by 1702.26 ~~206~~ must be mailed to the affected property owners by the Planning Commission at least 21 days prior to the public hearing. The Commission Staff shall certify the mailing date. Failure to strictly comply with the notification requirements contained in Sections 1702.206 and 1702.207 shall not render the rezoning of the property invalid.

1702.208 All changes to the Zoning Maps(s) initiated by either the Planning Commission or County Council shall be subject to the property owner's notification requirements listed above, excepting that the letters of notification shall only be mailed to owners of property(s) subject to the proposed zoning change(s). If ~~in the case that~~ the proposed zoning involves more than fifty (50) properties owned by more than fifty (50) owners, the County may still mail all of the affected property owner's notices of public hearing. As an alternative published notices of a public hearing shall be published in local newspapers two times each week for a period of two weeks. The fourth published notice shall be placed in local newspapers, and shall be of size equal to one-fourth of a newspaper page in size. Property owners who live outside the newspaper circulation area shall be notified by first class mail. Such mailing shall be certified in writing to the Planning Commission or County Council as appropriate. Failure to strictly comply with the notification criteria established above; as a result of circumstances beyond the control of the Planning Commission or County Council shall not render the rezoning of the property invalid.

1702.209 In rezoning cases, conspicuous notices shall be posted on the affected property that shall be visible from each public street that borders the property. The notice shall be posted at least fifteen (15) days prior to the public hearing date.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John W. Thomas
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 20-05, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Legal Counsel for Georgetown County

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 12.b
Meeting Date: 2/11/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-06 - An amendment to Article 2, Section 2-2 of the Development Regulations regarding the time frame for applications to the Planning Commission

CURRENT STATUS:

Article 2, Section 2-2 of the Development Regulations addresses applications to the Planning Commission, which requires applications to be submitted at least 45 days prior to a Commission meeting.

POINTS TO CONSIDER:

1. The Development Regulations were amended in 2007 to establish the 45 day requirement.
2. The changes were made to reduce the number of conditions that were placed on approvals such as reviews by SCDOT, GCWSD, etc.
3. This 45 day requirement conflicts with state law which requires the PC to render a decision within 30 days of a submittal. Failure to render a decision means the application is sent to County Council with a positive recommendation.
4. In reality, the 45 day requirement does not benefit staff in reviewing an application. When an application is submitted 45 days prior to a meeting, staff is still working on other applications that will be reviewed at the upcoming PC meeting.
5. The 45 day requirement places a significant burden on the development community as it has frequently caused projects to have to be placed on a PC agenda two months later. If a project has to wait two months to be reviewed and then have County Council give three readings, the process is unnecessarily long.
6. Staff recommended approval for the attached ordinance reducing the timeframe from 45 days to 30 days.
7. The Planning Commission held a public hearing on this issue at their January 16th meeting. No one came forward to speak. The Commission voted 6 to 0 to recommend approval for the proposed change to the Development Regulations.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request
3. Defer for further information
4. Approve as amended text change.

5. Remand to PC for further study.

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 20-06 Amendment to Dev Regs	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-06

AN AMENDMENT TO ARTICLE 2, PROCEDURES, SECTION 2: REVIEW PROCEDURES FOR MAJOR DEVELOPMENTS, SECTION 2 – 2, DEVELOPMENT PLAT AND APPLICATION FOR APPROVAL, A. GENERAL, OF THE DEVELOPMENT REGULATIONS OF GEORGETOWN COUNTY, SOUTH CAROLINA

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE 2, PROCEDURES, SECTION 2: REVIEW PROCEDURES FOR MAJOR DEVELOPMENTS, SECTION 2-2, DEVELOPMENT PLAT AND APPLICATION FOR APPROVAL, A. GENERAL BE AMEDED TO READ AS FOLLOWS.

2-2. Development Plat and Application for Approval.

A. General

The subdivider shall prepare a Development Plat and submit such plat to the Planning Office to be used for the purpose of determining the adherence of the subdivision to design standards and improvement proposals.

Submission Requirements:

1. An application requesting approval of the Development Plat;
2. Four (4) copies of the plat;
3. One (1) specified digital copy (.dxf or .dwg);
4. Required supplemental material; and
5. Traffic impact analysis as required in Georgetown County Code Chapter 15, Article V.

Submitted not less than ~~forty-five (45)~~ **thirty (30)** days prior to the meeting at which it is to be considered by the Planning Commission. *(Amended Ord. 2007-41)*

All required federal, and state permit applications shall be pending prior to submission of the Development Plat to the Planning Commission.

The subdivider must submit to the Planning Commission, as part of the application, letters addressed to each property owner within four hundred (400) feet of the subject

property containing information adequate to notify such owners of the intention to subdivide, and when and where a public hearing will be held by the Planning Commission. On the back of the letter of notification, a location map showing the areas to be subdivided must be included. Such letters must be placed unsealed, stamped and addressed envelopes, ready for mailing by the Planning Commission. The Planning Commission's address must appear as the return address on the envelopes. A list of all property owners, as reflected by the tax records, to whom letters are addressed must accompany the application.

The required letters of notification must be mailed to the affected property owners by the Planning Commission at least 21 days prior to the public hearing. The Commission Staff shall certify the mailing date. Failure to strictly comply with the notification requirements contained in this section shall not render the rezoning of the property invalid.

Conspicuous notices shall be posted on the affected property that shall be visible from each public street that borders the property. The notice shall be posted at least fifteen (15) days prior to the public hearing date.

Before approving a major development, the Planning Commission shall hold a public hearing thereon, notice of the time and place of which shall be published in a newspaper of general circulation in the County at least fifteen (15) days in advance of the scheduled public hearing date. *(Amended Ord. 2007-87)*

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2020.

John W. Thomas
Chairman, Georgetown County Council

(Seal)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 20-06, has been reviewed by me and is hereby approved as to form and legality.

Wesley Bryant
Georgetown County Legal Counsel

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 12.c
Meeting Date: 2/11/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 20-07 - AN ORDINANCE TO AMEND ORDINANCE NO. 2017-17 TO AUTHORIZE THE LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE GEORGETOWN COUNTY AIRPORTS.

CURRENT STATUS:

First Reading by Title Only

FINANCIAL IMPACT:

STAFF RECOMMENDATIONS:

ATTORNEY REVIEW:

Yes

Item Number: 12.d
Meeting Date: 2/11/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 20-08 - AN ORDINANCE TO AMEND AN EXISTING AGREEMENT BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND TOWERCO LLC, PERTAINING TO THE LEASE OF SPACE TOTALING APPROXIMATELY 2,100 SQUARE FEET LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER

CURRENT STATUS:

First Reading Introduction of Ordinance No. 20-08 by Title Only

STAFF RECOMMENDATIONS:

Recommendation for adoption Ordinance No. 20-08.

Item Number: 15.a
Meeting Date: 2/11/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Property Purchase Agreements - Brick Chimney Road

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Paving and infrastructure improvements to the Brick Chimney Road Corridor is one of Georgetown County's ongoing capital projects. As the project progresses, the acquisition of properties (right-of-way) is necessary in order to proceed.

Two property purchase agreements associated with this project are provided for County Council's consideration and approval.

FINANCIAL IMPACT:

Property acquisition for this purpose is adequately funded using C-funds.

OPTIONS:

1. Approve property purchase agreements.
2. Do not approve property purchase agreements.

STAFF RECOMMENDATIONS:

Approve property purchase agreements as proposed.

ATTACHMENTS:

Description	Type
▣ Property Acquisition - Madison Lumber Products	Backup Material
▣ Property Acquisition - Resource Mgmt Services / Santee Timberlands LLC	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

PURCHASE AGREEMENT

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") dated as of _____, 2020, between **MADISON LUMBER PRODUCTS, LLC** having an address at 6304 Peake Road, Macon, GA 31210 (the "Seller") and **GEORGETOWN COUNTY**, having an address at 716 Prince St., Georgetown, South Carolina (the "Purchaser") provides:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. The following terms shall have the indicated meanings:

"Authorizations" shall mean all licenses, permits and approvals required by any governmental or quasi-governmental agency, body or officer for the ownership, operation and use of the Property or any part thereof, including, without limitation, all elevator and pool licenses required to operate the Property in its current manner.

"Closing" shall mean the closing of the purchase and sale of the Property pursuant to this Agreement. The Closing shall take place on or before the Closing Date.

"Closing Date" shall mean on or before 11:00 a.m. Eastern Daylight Time on or before that date which is forty five (45) days after the Effective Date.

"Deed" shall mean that certain deed conveying title to the Property with limited warranty of title from the Seller to the Purchaser, subject only to Permitted Title Exceptions, if any and if applicable.

"Deposit", if any, shall mean the amount of One Thousand and No/100 (\$1.000.00) Dollars deposited at the time of execution of this Agreement with all interest thereon. The Deposit shall be invested by the Escrow Agent, if any, (or Seller) in an interest bearing account and shall be held and disbursed by the Escrow Agent in strict accordance with the terms and provisions of this Agreement.

"Effective Date" shall mean such date as this Agreement is fully signed by Seller and Purchaser and a deposit is paid to the Escrow Agent.

"Governmental Body" means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

"Land" shall mean that **27 acres** to be subdivided out from the parent tract by the Purchaser prior to closing (along with associated rights of ingress and egress retained by the Seller over and across the Land granted to the Seller for the tract access to the parent tract), located along the unimproved length of Brick Chimney Road fronting the parent tract, Georgetown County, SC 29440, as generally depicted on Exhibit A. Said parcel to be transferred to Georgetown County, a governmental body, together with all easements, rights, privileges, remainders, reversions and appurtenances thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim or demand

whatsoever of the Seller therein, in the streets and ways adjacent thereto and in the beds thereof, either at law or in equity, in possession or expectancy, now or hereafter acquired. A portion of TMS No.:02-1009-004-16-00.

"Permitted Title Exceptions" shall mean those exceptions to title to the Property including recorded easements and rights-of-way of record and other title exceptions that, in each case, do not materially and adversely affect the Purchaser's intended use of the Property or that are satisfactory to the Purchaser as determined under this Agreement.

"Property" shall mean the Land.

"Purchase Price" shall mean **Four Thousand and No/100 Dollars (\$4,000.00) per acre.**

"Seller's Organizational Documents", if any, shall mean the documents related to the creation, formation and governance of the Seller.

"Utilities" shall mean public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessary for the operation and occupancy of the Property.

1.2 Rules of Construction. The following rules shall apply to the construction and interpretation of this Agreement:

(a) Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

(b) All references herein to particular articles, sections, subsections, clauses or exhibits are references to articles, sections, subsections, clauses or exhibits of this Agreement.

(c) The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(d) Each party hereto and its counsel have reviewed and revised (or requested revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

ARTICLE II

PURCHASE AND SALE; DEPOSIT; PAYMENT OF PURCHASE PRICE

2.1 Purchase and Sale. The Seller agrees to sell and the Purchaser agrees to purchase the Property for the Purchase Price and in accordance with the other terms and conditions set forth herein. At the Closing, the Seller will transfer the Property to the Purchaser by the latest existing plat. Purchaser may obtain, at its expense, a recordable survey of the Property which shall be reasonably acceptable to Seller.

2.2 Deposit. The Deposit shall be delivered by the Purchaser to the Escrow Agent at the time Purchaser executes and delivers this Agreement to Seller. In the event that the Closing occurs on or before the Closing Date, the Deposit will be credited against the Purchase Price. In the event the Purchaser withdraws from participation in this Agreement and/or Closing without the written consent of the Seller, the deposit shall be NON-REFUNDABLE.

2.3 Property Condition. Purchaser agrees that it is acquiring the Property in "as is, where is, with all faults condition."

2.4 Title Review and Due Diligence. Within twenty one (21) days from the Effective Date of this Agreement, the Purchaser, if it elects, shall complete its due diligence and shall examine title to the Property. Purchaser shall notify the Seller of any defects in title other than the Permitted Title Exceptions that the Purchaser is unwilling to accept. Within three (3) days after such notification, the Seller shall notify the Purchaser whether the Seller is willing to cure such defects; the Seller's failure to so notify the Purchaser shall be deemed to be the Seller's refusal to cure all such defects. If the Seller is willing to cure such defects, the Seller shall act promptly and diligently to cure such defects at its expense. If such defects consist of deeds of trust, mortgages, mechanics' liens, tax liens or other liens or charges in a fixed sum, the Seller may pay and discharge such defects at Closing. If the Seller is unwilling or unable to cure any other such defects by Closing, the Purchaser shall elect (a) to waive such defects and proceed to Closing ~~and may consider an abatement in the Purchase Price~~ or (b) to terminate this Agreement and receive a full refund of the Deposit. The Seller shall not, after the date of this Agreement, subject the Property to any liens, encumbrances, covenants, conditions, restrictions, easements or other title matters or seek any zoning changes or take any other action which may affect or modify the status of title without the Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed. All title matters revealed by the Purchaser's title examination and not objected to by the Purchaser as provided above shall be deemed Permitted Title Exceptions.

2.5 Payment of Purchase Price. The Purchase Price shall be paid to the Seller in the following manner:

(a) At Closing, the Deposit shall be applied against the Purchase Price and the Purchaser shall receive a credit against the Purchase Price in an amount equal to the Deposit.

(b) The Purchaser shall pay the balance of the Purchase Price, as adjusted for the payment of transaction expenses and prorations as provided in this Agreement, to the Seller at Closing by making a wire transfer of immediately available federal funds to the account of the Seller or other applicable party, or other acceptable means such as, but not limited to, certified funds, as specified in writing by the Seller.

ARTICLE III

SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller hereby makes the following representations, warranties and covenants with respect to the Property:

3.1 Organization and Power. The Seller(s) has all requisite powers and all governmental licenses, authorizations, consents and approvals to carry on its business as now conducted,

if any, and to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of the Seller hereunder.

3.2 Authorization and Execution. This Agreement has been duly authorized by all necessary action on the part of the Seller, has been duly executed and delivered by the Seller, (and assuming that this Agreement constitutes a valid and binding obligation of Purchaser) constitutes the valid and binding agreement of the Seller and is enforceable in accordance with its terms (except as enforcement may be limited by (and subject to) the provisions of the United States Bankruptcy Code and other applicable laws which affect the rights and remedies of creditors generally).

3.3 Noncontravention. The execution and delivery of and the performance by the Seller of its obligations under this Agreement do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, the Seller's Organizational Documents or any agreement, judgment, injunction, order, decree or other instrument binding upon the Seller, or result in the creation of any lien or other encumbrance on any asset of the Seller. Upon (and assuming consummation of) the Closing, there will be no outstanding agreements (written or oral) pursuant to which the Seller (or any predecessor to or representative of the Seller) has agreed to sell or has granted an option or right of first refusal to purchase the Property or any part thereof which have not expired.

3.4 Authorization. The Seller possesses all requisite Authorizations, each of which is valid and in full force and effect, and no provision, condition or limitation of any of the Authorizations has been breached or violated.

3.5 Brokerage Commission. The Seller has NOT engaged the services of a real estate agent, broker, finder or other person or entity and will not be responsible for brokerage or finder's fee, commission or other amount with respect to the transactions described herein. Any percentage of any brokerage fee is the responsibility of the Purchaser.

ARTICLE IV

PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Purchaser hereby makes the following representations, warranties and covenants with respect to the Property:

4.1 Organization and Power. Purchaser is a government body, duly organized, and is validly existing and in good standing under the laws of the State of South Carolina and has all corporate power and all governmental licenses, authorizations, consents and approvals to carry on its business as now conducted and to enter into and perform its obligations under this Agreement and any document or instrument required to be executed and delivered on behalf of the Purchaser hereunder.

4.2 Authorization and Execution. This Agreement has been duly authorized by all necessary action on the part of the Purchaser, has been duly executed and delivered by the Purchaser, (and assuming that this Agreement constitutes a valid and binding obligation of Seller) constitutes the valid and binding agreement of the Purchaser and is enforceable in accordance with its terms (except as enforcement may be limited by (and subject to) the provisions of the United States Bankruptcy Code and other applicable laws which affect the rights and remedies of creditors generally). There is no other

person or entity whose consent is required in connection with the Purchaser's performance of its obligations hereunder.

4.3 Noncontravention. The execution and delivery of this Agreement and the performance by the Purchaser of its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of applicable law or regulation, or any agreement, judgment, injunction, order, decree or other instrument binding upon the Purchaser or result in the creation of any lien or other encumbrance on any asset of the Purchaser.

4.4 Brokerage Commission. The Purchaser has NOT engaged the services of a real estate agent, broker, finder or any other person or entity and is NOT responsible for any brokerage or finder's fee, commission or other amount with respect to the transaction described herein.

4.5 No Other Representations or Warranties: AS-IS.

(a) Purchaser represents, warrants and agrees that (i) except as, and solely to the extent, specifically set forth in this Agreement, neither Seller nor any of the employees, agents or attorneys of Seller make any verbal or written representations, warranties, promises or guaranties whatsoever to Purchaser, whether express or implied, of any sort or nature relating to the condition (physical, financial or otherwise) or operation of the Property, the access, fitness for any specific use, merchantability, habitability, or the lie and topography, of all or any portion of the Property, the existence, location or availability of utility lines for water, sewer, drainage, electricity or any other utility, the laws, regulations and rules applicable to the Property or the compliance (or non-compliance) of the Property therewith, any environmental laws, regulations and rules (or other laws relative to hazardous materials) applicable to the Property or the compliance (or non-compliance) of the Property therewith, the quantity, the use or occupancy of the Property or any part thereof or any other matter or thing affecting or relating to the Property or the transactions contemplated hereby, and Purchaser has not relied upon any such representations, warranties, promises or guarantees or upon any statements made in any informational brochure or reports of any nature whatsoever with respect to the Property, and (ii) the Purchaser at the completion of the Examination Period will have examined the Property, and based upon such examination, will at Closing be familiar with the physical condition thereof, and will have conducted such investigations of the Property as Purchaser considers appropriate, and has elected to proceed with the transaction having made and relied solely on Purchaser's own independent investigation, inspection, analysis, appraisal, examination and evaluation of the facts and circumstances except as, and solely to the extent, specifically set forth in this Agreement.

(b) Except as specifically provided for in this Agreement, Purchaser agrees to accept the Property "as is, where is, with all faults" in its present condition, subject to reasonable use, wear, tear and natural deterioration of the Property between the date of this Agreement and the Closing Date.

ARTICLE V

CONDITIONS AND ADDITIONAL COVENANTS

5.1 Purchaser's Conditions. The Purchaser's obligations hereunder are subject to the satisfaction of the following conditions precedent and the compliance by the Seller with the following covenants:

(a) Seller's Deliveries. The Seller shall have delivered to the Escrow Agent or the Purchaser, as the case may be, on or before the date of Closing, all of the documents called for by Section 6.2 hereof.

(b) Representations, Warranties and Covenants; Obligations of Seller. All of the Seller's representations and warranties made in this Agreement shall be true and correct as of the date hereof and as of the date of Closing as if then made in all material respects, and the Seller shall have performed all of its covenants and other obligations under this Agreement.

ARTICLE VI

CLOSING

6.1 Closing. Closing shall be held in the offices of the Escrow Agent, or Seller's Attorney, or at a location that is mutually acceptable to the parties, on the Closing Date. Possession of the Property shall be delivered to the Purchaser at Closing, subject only to Permitted Title Exceptions, if any.

6.2 Seller's Deliveries. At Closing, the Seller shall deliver to Purchaser all of the following instruments, each of which shall have been duly executed and, where applicable, acknowledged on behalf of the Seller:

(a) The Deed.

(b) Such reasonable agreements, affidavits or other documents as may be normally required by a title company to issue an owner's title policy.

6.3 Purchaser's Deliveries. At Closing, the Purchaser shall pay or deliver to the Seller the following:

(a) The Purchase Price.

(b) Such agreements, affidavits or other documents as may be required by a title company to issue an owner's title policy.

6.4 Mutual Deliveries. At Closing, the Purchaser and the Seller shall mutually execute and deliver each to the other:

(a) A closing statement reflecting the Purchase Price and the adjustment and prorations required hereunder and the allocation of income and expenses required hereunder.

(b) Such other and further documents as may be reasonably required by either party hereto or their respective counsel.

6.5 Closing Costs. Except as is otherwise provided in this Agreement, each party hereto shall pay its own legal fees and expenses. ~~Seller shall pay for all filing fees for the Deed and the~~

~~preparation of the documents to be delivered by the Seller hereunder.~~ The Seller and Purchaser shall prorate all ad valorem property taxes, sales taxes and similar impositions through the date of Closing. Purchaser shall be liable for document recording fees and all rollback taxes, if applicable. In addition to its own attorney fees, the Purchaser shall pay for all other costs of Closing including, but not limited to, all charges for preparing and filing the closing documents, title insurance searches, reports and/or premiums and surveys and in carrying out the transactions contemplated hereunder.

ARTICLE VII

CONDEMNATION; RISK OF LOSS

7.1 Condemnation. In the event of any actual or threatened taking, pursuant to the power of eminent domain, of all or any portion of the Property, or any proposed sale in lieu thereof, the Seller shall give written notice thereof to the Purchaser promptly after the Seller learns or receives notice thereof. If all or any part of the Property is, or is to be, so condemned or sold, the Purchaser shall have the right to terminate this Agreement whereupon the Deposit shall be returned to the Purchaser and neither party shall have any further liability to the other hereunder. If the Purchaser elects not to terminate this Agreement, all proceeds, awards and other payments arising out of such condemnation or sale (actual or threatened) shall be paid or assigned, as applicable, to the Purchaser at Closing.

ARTICLE VIII

TERMINATION RIGHTS

8.1 Termination by Purchaser. If, prior to Closing, the Seller defaults in performing any of its obligations under this Agreement, and the Seller fails to cure any such matter within ten (10) business days after notice thereof from the Purchaser, the Purchaser, at its option, may elect either (a) to terminate this Agreement whereupon the Escrow Agent shall return the Deposit to Purchaser; or (b) be entitled to sue Seller for specific performance of this Agreement.

8.2 Termination by Seller. If, prior to Closing, the Purchaser defaults in performing any of its obligations under this Agreement (including its obligation to purchase the Property), and the Purchaser fails to cure any such default within ten (10) business days after notice (with no cure period for failure to close the purchase of the Property) thereof from the Seller, then the Seller may elect, at its option, either (a) to terminate this Agreement and retain the Deposit, or (b) be entitled to sue Purchaser for specific performance.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior

discussions, understandings, agreements and negotiations between the parties hereto. This Agreement may be modified only by a written instrument duly executed by the parties hereto.

9.2 Assignments. The Purchaser shall not have the right to assign all or any part of its interest in this Agreement without the prior written consent of the Seller, which consent may be withheld in the Seller's sole discretion, and any such attempted assignment without the Seller's consent shall be null and void and of no further force or effect.

9.3 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

9.4 Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days.

9.5 Governing Law. This Agreement and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

9.6 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

9.7 Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.8 Costs. Except as otherwise expressly provided herein, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including without limitation fees of attorneys, engineers and accountants.

9.9 Escrow Agent. (a) The Escrow Agent, if any, shall hold the Deposit, if any, in escrow in a separate segregated bank account (or as otherwise agreed in writing by the Seller and the Purchaser) until the Closing or sooner termination hereof and shall pay over or apply such proceeds in accordance with the terms of this Section. The Escrow Agent shall invest the Deposit in such manner agreed to in writing by the Seller and the Purchaser or, in the absence of any such written instructions, in an interest bearing account at a bank. At Closing, the Deposit shall be paid by the Escrow Agent to the Seller and applied to the Purchase Price as a credit for the Purchaser.

(b) If for any reason Closing does not occur and the Seller makes a written demand upon the Escrow Agent for payment or delivery of the Deposit, the Escrow Agent (or Seller) shall give written notice to the other party of such demand. If the Escrow Agent does not receive a written

objection from the other party to the proposed payment within ten (10) business days after the giving of such notice, the Escrow Agent is hereby authorized to make such payment. If the Escrow Agent does receive such written objection within such ten (10)-day period or if for any other reason the Escrow Agent in good faith shall elect not to make such payment, the Escrow Agent shall continue to hold the Deposit until otherwise directed by written instructions from the parties hereto or a final judgment of a court of competent jurisdiction, which by lapse of time or otherwise, shall no longer be or shall not be subject to appeal or reversal. The Escrow Agent shall, however, have the right at any time to file a suit with a court of competent jurisdiction and to deliver or pay the Deposit to such court (or an officer thereof). The Escrow Agent shall give written notice of such deposit to the Seller and the Purchaser. Upon such deposit, the Escrow Agent shall be relieved of and discharged from all further obligations and responsibilities hereunder.

(c) The parties acknowledge that the Escrow Agent, if any, is acting at their request and convenience and solely as a stakeholder, that the Escrow Agent shall not be deemed to be the agent of either of the parties and that the Escrow Agent shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this contract or involving gross negligence. The Seller and the Purchaser hereby jointly and severally indemnify and hold the Escrow Agent harmless from and against all liabilities, costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance by the Escrow Agent of its duties hereunder, except with respect to actions or omissions taken or suffered by the Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(d) The Escrow Agent, if any, may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Section 9.9 of this Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice of such counsel.

(e) The Escrow Agent, if any, may resign at any time upon thirty (30) days prior written notice. In the case of Escrow Agent's resignation, the Escrow Agent's only duty, until a successor escrow agent shall have been appointed jointly by the Seller and the Purchaser and shall have accepted such appointment, shall be to hold and dispose of the Deposit in accordance with the provisions contained in this Agreement (but without regard to any notices, requests, instructions or demands received by the Escrow Agent from the Seller and/or the Purchaser after its notice of resignation shall have been given, unless the same shall be a direction by both the Seller and the Purchaser that the entire balance of the Deposit be delivered out of escrow).

9.10 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, at the addresses and with such copies as designated below:

If to the Purchaser:

Madison Lumber Products, LLC
Attn: Pat Patton
6304 Peake Road
Macon, GA 31210
ppatton@sppland.com

with a copy to: Ross Schell, Esq.
James-Bates-Brannan-Groover-LLP
231 Riverside Drive
Macon, Georgia 31201
(478) 742-2081 (facsimile)
(478) 749-9927 (telephone)
rschell@jamesbatesllp.com (e-mail)

If to the Seller: Georgetown County
716 Prince Street
Georgetown, SC 29440
Attention: Sel Hemingway
E-Mail: shemingway@gtcounty.org

with a copy to: Sean T. Phelan, Esq.
sean@elliottphelanlaw.com

or to such other address as the intended recipient may have specified in a notice to the other party. Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party and the Escrow Agent in a manner described in this Section. Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) when actually delivered, if delivered by hand, one (1) day after sending, if sent by overnight delivery service, or three (3) days after sending, if sent by certified mail. The respective attorney of each party may give notices on behalf of that party under this Agreement with the same effect as though such notices were given by the respective party.

9.11 Incorporation by Reference. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

9.12 Further Assurances. The Seller and the Purchaser each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the transactions described herein.

9.13 Time of Essence. Time is of the essence with respect to every provision hereof.

9.14 Confidentiality. The Seller and the Purchaser and their representatives, including any brokers or other professionals, shall keep the existence and terms of this Agreement strictly confidential, except to the extent disclosure is compelled by law, and then only to the extent of such compulsion, and except to the potential lessees, lenders, managers, underwriters, investors and the like and their agents, employees, consultants, managers, accountants, lawyers and other professional advisers on a need to know basis.

9.15 Non-Imputation. Purchaser hereby acknowledges that the obligations of Seller hereunder are those solely of the Seller and not of its partners (direct or indirect), officers, directors, shareholders, affiliates, agents or employees (collectively, the "Seller Affiliates"). Purchaser hereby agrees that its sole recourse for any actions, claims, liabilities, damages and demands of every nature whatsoever, whether known or unknown, arising out of any matter in connection with or under this Agreement or the transactions contemplated hereby, to the extent specifically provided for by this Agreement, shall be to Seller's interest in the Property and that Purchaser shall have no right to seek such damages from, or allege a cause of action against, the Seller Affiliates.

9.16 Survival. The provisions of this Article IX shall survive the Closing or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed in their names by their respective duly-authorized representatives.

Witness

SELLER:

MADISON LUMBER PRODUCTS, LLC

By: _____

Its: _____

PURCHASER:

GEORGETOWN COUNTY

By: _____

Its: Administrator

EXHIBIT A



January 23, 2020

Georgetown County
716 Prince Street
Georgetown, SC 29440

Enclosed is the Real Estate Sales Contract on Santee Timberlands LP's Compartment SN-1001 ID17094. Please print and sign two contracts and return full copies of both, along with an earnest check in the amount of Four Thousand Six Hundred and No/100 Dollars (\$4,600.00) made payable to Resource Management Escrow Account to the following address:

Resource Management Service, LLC
Attn: Stephanie Coffee
31 Inverness Center Parkway
Suite 200
Birmingham, AL 35242

Once signed by the Seller, a fully executed original will be sent to you for your files.

Please call or email if you have questions.

With Kind Regards,

Stephanie Coffee
Transaction Project Manager
205.980.7301
SCoffee@ResourceMgt.com

Cc: Bob King

REAL ESTATE SALES CONTRACT

Compartment No. SN-1001 ID17094

Georgetown County, a _____ with an address of 716 Prince Street, Georgetown, SC 29440 (email: shemingway@gtcounty.org), hereinafter referred to as "Buyer", hereby agrees to purchase from Santee Timberlands, LP, a Delaware limited partnership with an address of 31 Inverness Center Parkway, Suite 200, Birmingham, Alabama 35242 (email: SCoffee@resourcemgt.com), hereinafter referred to as "Seller", and Seller hereby agrees to sell and convey to Buyer that certain real estate described in Exhibit A attached hereto (the "Property"), upon the following terms and conditions:

1. **Purchase Price:**

Buyer hereby agrees to pay for said Property the amount of Ninety Two Thousand Four Hundred Ninety Six and no/100 Dollars (\$92,496.00) (the "Purchase Price") with Four Thousand Six Hundred and no/100 Dollars (\$4,600.00) (the "Deposit") to be paid by Buyer to Seller at the time of the execution of this Contract, and the balance to be paid by Buyer to Seller at the "Closing" described in Paragraph 4 below; said Purchase Price to be paid to Seller at Seller's option and sole discretion, in cash, by official bank cashier's check, or by wiring immediately available Federal Funds to such bank account as Seller shall designate to Buyer.

2. **Closing Costs:**

Seller shall pay the cost of preparation of the Deed (defined below), and fees and expenses of its own attorney. Notwithstanding anything contained herein to the contrary, and notwithstanding any regional or local custom, other than real estate taxes due and payable for the calendar year, which shall be prorated to the date of Closing, Buyer shall pay all other closing costs including, without limitation, documentary stamps, deed transfer tax, other taxes (including, but not limited to, rollback taxes, recoupment fees and taxes occasioned by a change in use of the Property), recording fees, wire transfer fees, overnight delivery charges, title costs and all fees and expenses of Buyer's attorneys, closing agents, or consultants. Real Estate taxes shall be prorated to the date of Closing, with the Buyer responsible for any taxes accruing or due and payable after the Closing contemplated herein. The proration shall be made, in Seller's sole discretion, by: (i) crediting Seller's portion of the taxes against the Purchase Price with the Buyer to pay taxes as and when due; or (ii) charging Buyer's portion of the taxes to Buyer at Closing with Seller to pay taxes as or when due (and Buyer shall deliver to Seller any tax bill it receives for the Property after Closing); provided, however, in no event will Seller be responsible for any portion of said taxes that is attributable to Buyer's change in use of the Property or failure to maintain the Property enrolled in any special tax program during the applicable tax period.

3. **Title and Survey:**

(a) Seller agrees to convey the Property at the Closing by a special or limited warranty deed, which warrants title only in connection with lawful claims arising because of Seller's acts; provided, however, that the conveyance of any minerals or mineral rights shall be without warranty whatsoever (the "Deed"). Such conveyance shall be subject to current and subsequent taxes; all outstanding mineral rights or reservations, oil, gas, or mineral leases; water districts, water rights; reservations in the deed by which Seller obtained title to the Property; zoning or other laws restricting the use of the Property; and, to the extent not objected to by Buyer pursuant to the terms of subparagraph (b) below, all restrictions or reservations; roadways, rights-of-way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of the Property; all matters which an accurate survey would show applicable to or affecting the Property; encumbrances of record; leases or the rights of any tenants or lessees, and parties in possession (collectively, the "Permitted Exceptions"). Notwithstanding the foregoing or any other provision of this Contract to the contrary, at the Closing, Seller will deliver to Buyer properly executed releases of the Property from (i) any Master Stumpage Agreement, Pulpwood Supply Agreement, Pulpwood Support Agreement, Log Supply Agreement, and/or Log Support Agreement entered into between Seller, certain of its affiliates, and International Paper Company; and (ii) any mortgages, deeds of trust or similar instruments affecting the Property that secure a loan or loans obtained by Seller. Buyer acknowledges that the Property may be subject to a Surface Use Agreement, which governs the exercise of mineral rights owned by a third party, and that such Surface Use Agreement will not be released at Closing.

(b) Buyer, at its sole cost, may make such title search as Buyer deems necessary and adequate to determine the condition of the title to the Property. Upon written request from Buyer, Seller shall provide Buyer with a deed description, survey plats and other information which would be helpful to the title examiner,

provided that Seller shall furnish such requested material and information only to the extent available to and then in the possession of Seller and further provided that Seller shall have no responsibility or liability in connection therewith, it being understood that Buyer is relying solely upon the title search ordered by Buyer and the final title evidence issued as a result of said title search. Buyer shall have until the date that is fifteen (15) days prior to the Closing date set forth in Paragraph 4 below to make any title objections as to merchantability of title in writing to Seller; provided, however, that Buyer shall not be entitled to object to any of the following matters: current and subsequent taxes, all outstanding mineral rights or reservations, oil, gas, or mineral leases; water districts, water rights; reservations in the deed by which Seller or its affiliate predecessor in title, as applicable, obtained title to the Property; zoning or other laws affecting the use of the Property, general or standard exceptions customarily listed by title companies, and all matters that an accurate survey would show applicable to or affecting the Property (except as provided in subparagraph(c) below). If Buyer objects to any matters, Buyer shall provide copies to Seller of the underlying documents to which it objects. Seller shall have five (5) business days from receipt of any such title objections to notify Buyer whether it will cure same, in which case the Closing date set forth in Paragraph 4 below shall be extended as may be reasonably necessary for Seller to effect such cure, or Seller may elect not to cure same. For the avoidance of doubt, if Seller provides to Buyer's title company an affidavit or such other information that allows the title company to remove or insure over Buyer's objection, such objection will be deemed cured, Buyer acknowledging that it will look first to its title insurer, and not to Seller, for any claims regarding the title to the Property. If Seller elects not to cure any of Buyer's title objections, Buyer shall have five (5) days from receipt of Seller's notice in which to elect to either proceed with the Closing with title to the Property in its as-is condition or terminate this Contract. If Buyer elects to terminate within such time period, Seller will return the Deposit, and this Contract shall thereupon terminate. If Buyer fails to object to any matters of title within the time period provided above, or fails to terminate this Contract within the time period provided above, Buyer shall be deemed to accept title to the Property in its as-is condition, subject to all of the Permitted Exceptions.

(c) See Special Stipulations attached hereto.

4.

Closing:

The "Closing" contemplated herein shall mean the simultaneous closing of the sale by execution and delivery by Seller of the Deed to Buyer and payment by Buyer of the Purchase Price. If the Closing does not occur on or before March 24, 2020, then either party shall have the right at any time thereafter to terminate this Contract upon written notice to the other, whereupon Seller shall retain the Deposit, unless such failure was due to Seller's default of its obligations hereunder, and neither party shall have any further rights or obligations except as otherwise expressly set forth herein. If neither party elects to terminate this Contract, this Contract shall remain in full force and effect, and the parties shall use their diligent, good faith efforts to cause the Closing to occur as soon as reasonably practicable after the Closing Date set forth above, neither party waiving, however, the continued right to terminate the Contract. Notwithstanding the foregoing, if the Closing cannot occur by such date due to (i) delays in obtaining the releases described in subparagraphs 3(a)(i) and (ii) above, or (ii) delays in recording the deed dated June 30, 2020 from Seller to an affiliate, either party shall have the right to terminate the Contract, the parties acknowledging that Seller cannot control the actions of the third parties who must execute and deliver said releases and/or cause recordation of such deed. TIME IS OF THE ESSENCE WITH RESPECT TO THIS CONTRACT. The Closing shall occur in escrow through Buyer's approved counsel or title insurance company consistent with Seller's escrow instructions (or if Buyer does not have an approved closing attorney or title company, upon Seller's confirmation that it has received the Purchase Price from Buyer, by delivery to Buyer of the Deed and any other documents contemplated herein or required to transfer title to the Property, whereupon Buyer shall be solely responsible for causing said Deed and any other documents to be recorded in the appropriate land records of the County where the Property is located, at Buyer's sole cost). At the Closing, Seller shall deliver to Buyer, or to its designated attorney or title company, the following documents: (a) the Deed; (b) a resolution from Seller's manager, authorizing the transaction; (c) a closing statement setting forth the Purchase Price, the Deposit, the tax proration, and any other costs contemplated hereby, together with the net proceeds due to Seller; (d) the releases described in subparagraphs 3(a)(i) and (ii) above, if applicable; (e) Seller's wire instructions; and (f) any documents required by applicable law. Seller will also execute, upon written request by Buyer, its attorney or title agent, such other documents submitted by Buyer as may be reasonably necessary or appropriate to effectuate the transfer of the Property, including without limitation HUD settlement statements and owner's affidavits; provided, however, that (1) under no circumstances will Seller deliver copies of its operating, partnership or other formation documents, nor will Seller be obligated to provide good-standing or similar certificates; (2) Seller will not be required to execute any affidavits that expand its limited warranty of title set forth herein and in the Deed; and (3) any such additional documents must be submitted for Seller's review and approval no later than five (5) business days prior to the Closing date set forth above.

5. **Deposit; Default and Remedies:**

The Deposit is delivered to Seller to evidence Buyer's good faith. The parties acknowledge that Deposit is held in a non-interest bearing escrow account. The Deposit will be returned to the Buyer if Seller does not execute this Contract and/or as otherwise specifically provided in this Contract. If Buyer's check for the Deposit is rejected by Buyer's financial institution, Seller shall notify Buyer, and if Buyer fails to send good funds in replacement thereof within three (3) business days of such notice, Buyer shall be in default of this Contract, and Seller shall have any and all remedies set forth herein. If the Closing contemplated herein occurs, the Deposit, at the Closing shall be returned to Buyer or credited to the Purchase Price. IF THE CLOSING DOES NOT OCCUR FOR ANY REASON WHATSOEVER, OTHER THAN THE FAULT OF THE SELLER, SELLER MAY, IN SELLER'S SOLE DISCRETION, RETAIN THE DEPOSIT AS A MEASURE OF LIQUIDATED DAMAGES AND NOT A PENALTY, IT BEING FURTHER UNDERSTOOD AND AGREED THAT IT WOULD OTHERWISE BE IMPOSSIBLE OR IMPRACTICABLE TO MEASURE THE ACTUAL DAMAGES CAUSED TO OR SUFFERED BY THE SELLER DUE TO THE FAILURE OF THE CLOSING TO OCCUR AND THAT THE LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE THEREOF. IF THE CLOSING DOES NOT OCCUR ON ACCOUNT OF SELLER'S DEFAULT HEREUNDER, THE DEPOSIT SHALL BE RETURNED TO BUYER, AND BUYER MAY PURSUE AN ACTION FOR DAMAGES OR SPECIFIC PERFORMANCE.

6. **Possession:**

Buyer shall obtain possession of the Property upon the Closing of this Contract, subject to the Permitted Exceptions.

7. **Acreage:**

Seller is selling the Property by the tract or parcel only, it being understood and agreed that the acreage of the Property is not guaranteed or warranted in any way by Seller, and this provision shall survive the Closing or the termination of this Contract.

8. **Assignment:**

Buyer acknowledges that Seller will be conveying the Property to an affiliate of Seller on June 30, 2020, and all of Seller's obligations under this Contract shall be fully assignable to said affiliate. Buyer shall not assign or encumber, or otherwise transfer in any way, Buyer's obligations under this Contract without the prior written consent of Seller. Notwithstanding the foregoing, upon written notice given to Seller at least five (5) business days prior to Closing, Buyer shall have the right to assign this Contract to an affiliate of Buyer, provided that such assignment shall not operate to release Buyer from its obligations under this Contract. This Contract shall not be recorded in any County Records or other office where public records are maintained

9. **Bankruptcy:**

Seller shall not be obligated or under any duty to close this transaction in the event of the filing of any bankruptcy or insolvency petition or action by or against Buyer.

10. **Condition of Property:**

Subject to the terms of Paragraph 11 below, Seller shall convey the Property to Buyer in substantially the same condition as exists on the Effective Date. Buyer agrees that Buyer has inspected and is thoroughly familiar with the Property and is acquiring the Property in its "AS IS, WHERE IS, AND WITH ALL FAULTS" condition. Buyer understands and agrees that Seller has not made and makes no representations or warranties of any kind with respect to the condition or value of the Property or its fitness, suitability or acceptability for any particular use or purpose; and Seller expressly disclaims all warranties relating to the Property and shall not be liable for any latent or patent defects therein. Seller shall have no obligation to repair or make any improvements to the condition of the Property prior to Closing. Buyer hereby releases Seller and its consultants, agents, representatives and employees from any and all claims Buyer may discover after Closing that relate to: (i) the condition of the Property at any time, before or after Closing, including without limitation, the presence of any hazardous substance; and (ii) any other matter pertaining to the Property, and such release shall survive Closing.

If Buyer desires to enter upon the Property prior to the Closing to perform non-invasive inspections or for any other reason, Buyer shall provide Seller with at least three (3) days' prior written notice of such entry. Buyer will indemnify, defend and hold Seller harmless from any loss, action, claim or damage suffered by Seller or the Property (including reasonable attorneys' fees) on account of Buyer's (its employees, agents, and contractors) entry to the Property as provided herein. Buyer will keep the results of its inspections confidential. No invasive testing of the Property shall be completed without Seller's prior written consent, to be granted or withheld by Seller in its sole and absolute discretion. The terms of this paragraph, including

but not limited to the indemnity and confidentiality provisions, shall survive Closing or the termination of this Contract.

11. **Risk of Loss or Damage:**

If at any time between the Effective Date of this Contract and Closing, all or any material portion of the Property is condemned by any legally constituted authority for any public use or purpose, or the Property or any material portion thereof is damaged by whatever cause, then Buyer may elect to either: (i) terminate this Contract, whereupon Seller will return the Deposit to Buyer, and neither party shall have any further rights or obligations hereunder; or (ii) collect all awards or proceeds from any condemnation or casualty (which Seller agrees to assign to Buyer at Closing, less any cost or expense incurred by Seller in obtaining any such awards or proceeds and the amount of any applicable deductible) and have the terms of this Contract remain in full force and effect and binding on the parties. For purposes of this paragraph, "material" means having a value of greater than five percent (5%) of the Purchase Price, as determined by Seller. Seller shall have the right to terminate this Contract should any loss, damage or condemnation exceed ten percent (10%) of the Purchase Price. In such event, the Deposit shall be returned to Buyer and this Contract shall terminate without further obligation of either party except as otherwise expressly set forth herein.

12. **Brokers:**

Buyer agrees to indemnify and hold Seller harmless from any commission, broker's fee, finder's fee or other payment by reason of action by the Buyer. Seller agrees to indemnify and hold Buyer harmless from any commission, broker's fee, finder's fee or other payment by reason of action by the Seller.

13. **Acceptance of Deed:**

The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained and expressed.

14. **Effective Date:**

This Contract shall become effective and in full force only when duly and properly executed, authorized and delivered by the parties hereto. This Contract shall be subject to a final approval by Seller's management.

15. **Reservation of Access Easements.**

If Seller is the current owner of any property contiguous to the Property or of property non-contiguous to the Property and in either case an existing access road or roads over the Property affords an access route to or from such property of Seller, Seller shall be entitled to reserve, for itself, its employees, agents, contractors, licensees, successors and assigns, a road easement over such existing road(s), such easement to be in the standard form used by Seller. Seller's obligation to sell the Property to Buyer and close this transaction is subject to such easement reservation being included in the Deed or in a separate instrument executed by Buyer at the Closing, and the terms of this Paragraph shall survive the Closing.

16. **Miscellaneous:**

This Contract may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought. This Contract contains the entire agreement between the parties, and there are no negotiations, terms, provisions, representations, or warranties with respect to the Property or to this transaction that are not set forth herein. All notices pursuant to this Contract shall be in writing and sent to the parties at their respective addresses set forth above, and shall be sent by email (with confirmation of receipt), by nationally recognized express courier, or by US mail, return receipt requested. The headings in this Contract are for purposes of reference only and shall not limit or define the meanings thereof. All exhibits and special stipulations, if any, attached hereto are incorporated in this Contract by reference. The terms Buyer and Seller, together with any pronoun used in connection therewith, wherever used in this Contract shall include the singular and plural and the masculine and feminine, so far as the context may permit or require. This Contract shall inure to and be binding upon heirs, successors and assigns of the parties hereto, subject to the terms hereof. Time is of the essence of this Contract. If any date set forth herein for performance or delivery should be a Saturday, Sunday or legal holiday in the State where the Property is located, the date for such performance or delivery shall be deemed timely on the next day which is not a Saturday, Sunday or said legal holiday. In the event of a dispute arising under this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. If more than one person signs this Contract as Buyer, the obligations of such persons hereunder shall be joint and several. No handwritten changes to this Contract shall be binding upon the Seller unless initialed by an authorized officer thereof.

17. **OFAC:**

Buyer (which for this purpose includes Buyer's partners, members, managers, principal stockholders and any other constituent entities and affiliates) represents and warrants that it is not (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. app. § 5; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the Patriot Act, Public Law 107-56; Executive Order No. 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" (September 24, 2001); or any executive order of the President issued pursuant to such statutes; or (iii) a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action. Buyer further represents and warrants that it is currently in compliance with and will at all times during the term of this Contract remain in compliance with the regulations of OFAC and any statute, executive order, or other governmental action relating thereto. Further, Buyer represents and warrants that Buyer's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES FOLLOW]

THIS CONTRACT is hereby duly executed in duplicate by Buyer and Seller on the dates set forth below.

BUYER: Georgetown County

SELLER: Santee Timberlands LP

BY: _____

BY: _____
Its: _____

Date: _____, 2020

Date: _____, 2020

The undersigned representative of Seller hereby acknowledges receipt of Buyer's tender of the Deposit. Buyer and Seller agree that receipt of Buyer's tender of the Deposit does not create a binding Contract and that this Contract is not binding upon Seller until it is executed by Seller and a signed copy is returned to Buyer.

NAME

DATE

Effective Date (to be completed by Seller upon full execution): _____, 2020

Special Stipulations

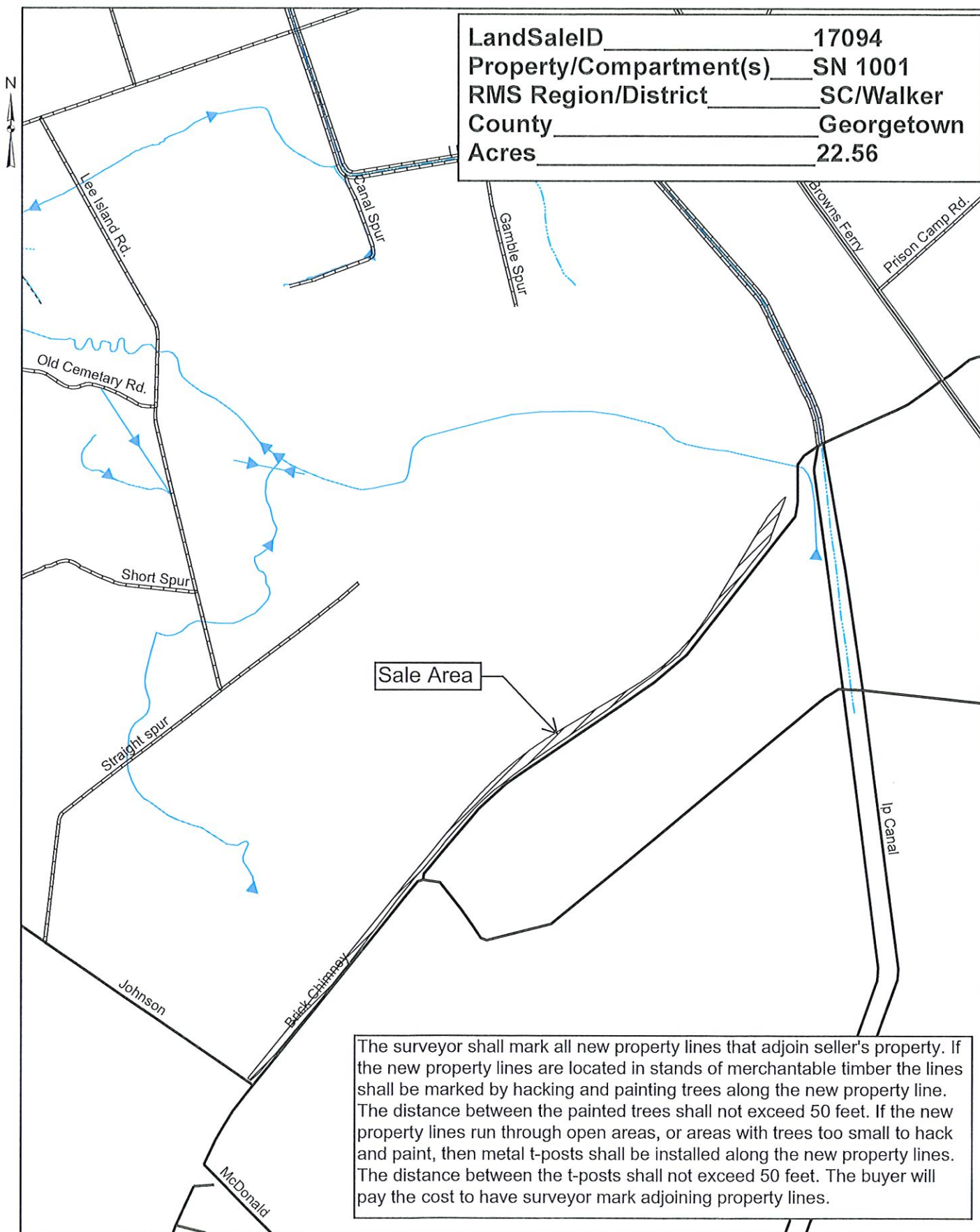
Buyer, at its sole cost, will engage a surveyor licensed in the State where the Property is located to perform a survey of the Property (the "Survey"), which Survey will determine actual acreage, together with the legal description to be used in the deed executed and delivered at Closing. Surveyor is to establish and paint the new boundary lines as outlined on the map attached hereto. The lines must be painted no later than one week prior to closing. Buyer will deliver a preliminary copy of the Survey, together with an electronic copy of the Survey in CAD or DWG format viewable in ArcMap (an ESRI product) and the projection used for such file (along with the latitude and longitude coordinates for a minimum of two (2) points that fall within the Property and labeled on the plat within 0.01 geographic seconds), to Seller not later than ten (10) days prior to the Closing date set forth in Paragraph 4 of the Contract, and Seller will have the right to approve the Survey. Buyer shall be responsible, at its sole cost, for the recording of the Survey, if required in the county where the Property is located, and obtaining any necessary county subdivision approvals, if applicable, for the conveyance of the Property. Any matters revealed by the Survey and affecting merchantability of title may be objected to by Buyer pursuant to the provisions of subparagraph 3(b) of the Contract.

Buyer will grant Seller an unrestricted access easement along the sale area.

Exhibit A

That property lying in Georgetown County, SC containing 22 acres more or less and shown in the attached map. The property will be further described from the survey paid for and provided by the Buyer and approved by the Seller as further outlined in the Special Stipulations attached hereto.

The parties acknowledge that the attached map accurately reflects the Property that Seller intends to sell, and Buyer intends to purchase. In the event of any discrepancy between the legal description set forth in this Exhibit A and the map, the map shall control, and the parties agree to execute such corrective instruments as may be reasonably required to conform said legal description to the Property depicted in the map. This provision shall survive the closing of this transaction.



= Sale Area

This map is not warranted for completeness or accuracy



Item Number: 16.a
Meeting Date: 2/11/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE No. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45

CURRENT STATUS:

Georgetown County adopted an ordinance to establish base salaries for elected officials in 2005.

POINTS TO CONSIDER:

In 2005, Georgetown County Council enacted Ordinance No. 2005-45 establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County.

Council recognizes that 14 years have passed since it last updated base salaries. Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those employees serving in positions that are not elected who share comparable responsibilities and duties.

The adoption of Ordinance No. 19-25 by Georgetown County Council will serve to repeal and replace Ordinance No. 2005-45 in setting the base salaries of the constitutional elected officials in Georgetown County.

OPTIONS:

1. Adopt Ordinance No. 19-25 as proposed.
2. Decline the adoption of Ordinance No. 19-25.
3. Defer action on Ordinance No. 19-25.

STAFF RECOMMENDATIONS:

Recommendation for deferral of Ordinance No. 19-25.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 19-25 To Establish the Base Salary for Elected Officials	Ordinance

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GEORGETOWN

)

ORDINANCE NO: 19-25

**AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY,
AND FURTHER REPEALING AND REPLACING ORDINANCE NO: 2005-45**

WHEREAS, in 2005, Georgetown County Council enacted Ordinance 2005-45 thereby establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County; and

WHEREAS, Council recognizes that 14 years have passed since it last updated base salaries; and

WHEREAS, Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those unelected employees who share comparable responsibilities and duties.

NOW, THEREFORE, it is ordained by the Georgetown County Council that Ordinance 2005-45 is hereby repealed and replaced with the following Ordinance, setting the base salaries of the constitutional elected officials as follows:

County Council Chairman:	\$19,433
County Council Member (6)	\$15,947
Auditor	\$52,715
Treasurer	\$55,657
Coroner	\$53,733
Clerk of Court	\$101,967
Sheriff	\$109,155

1. This ordinance does not reflect an increase in the current salary for County Council Chairman and members of County Council.
2. Base salaries of the Probate Court Judge, newly appointed Magistrates, and/or a newly appointed Master-In-Equity continue to be set by the State of South Carolina.
3. These base salaries listed herein are subject to the continuous accrual of annual cost of living increases, if any.
4. Should any word or phrase be declared invalid by a court the remaining provisions of this Ordinance shall remain in full force and effect.
5. Any other ordinance found inconsistent with this Ordinance shall be superseded to the extent necessary to give this Ordinance full force and effect.
6. The salaries set forth in this Ordinance, other than County Council members as stated above, shall be effective beginning January 1, 2020.

ADOPTED AT A PUBLISHED MEETING OF GEORGETOWN COUNTY COUNCIL THIS ____ DAY OF _____, 2019.

John Thomas, Chairman

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance has been reviewed and hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____