



**REVISED AGENDA
- ITEM 6.A.I. ADDED**

Town of Hilton Head Island

Town Council Meeting

Tuesday, July 14, 2026, 3:00 PM

**1 Town Center Court, Hilton Head Island, SC
Benjamin M. Racusin Council Chambers**

The meeting can be viewed on the [Town's YouTube Channel](#), the [Beaufort County Channel](#), and Spectrum Channel 1304.

- 1. Call to Order**
- 2. Pledge to the Flag**
- 3. Invocation – Dr. Robinson, First Presbyterian Church**
- 4. Adoption of the Agenda**
- 5. Approval of the Minutes**
 - a. Budget Workshop Meeting Minutes of May 14, 2026
 - b. Budget Workshop Meeting Minutes of May 19, 2026
 - c. Regular Meeting Minutes of June 9, 2026
- 6. Presentations and Recognitions**
 - a. Report of the Town Manager
 - i. Follow up to Town Council's Request and Direction Regarding Discussion of Public Safety Matters Related to Law Enforcement Services
 - b. Beaufort County School District Character Education Student of the Month - Mayor Alan Perry
 - c. Gullah/Geechee Nation Appreciation Week Proclamation - Mayor Alan Perry
 - d. Parks and Recreation Month Proclamation - Mayor Alan Perry
- 7. Reports from Members of Town Council**
 - a. General Reports from Town Council
 - b. Report of the Lowcountry Area Transportation Study - Councilmember Tamara

Becker

- c. Report of the Lowcountry Council of Governments - Councilmember Steve Alfred
- d. Report of the Beaufort County Airports Board - Councilmember Melinda Tunner
- e. Report of the Southern Lowcountry Regional Board - Councilmember Patsy Brison
- f. Report of the Island Recreation Association Board - Mayor Pro Tempore Alex Brown
- g. Report of the Beaufort County Economic Development Corporation - Mayor Alan Perry
- h. Report of the Gullah Geechee Historic Neighborhoods Community Development Corporation - Mayor ProTempore Alex Brown
- i. Report of the Finance and Administrative Committee - Mayor Pro Tempore Alex Brown
- j. Report of the Community Development and Public Services Committee - Councilmember Tamara Becker

8. Consent Agenda

- a. Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Long-Term Lease of Real Property Owned by the Town of Hilton Head Island, South Carolina, to St. James Baptist Church, a South Carolina Nonprofit Corporation; and the Reconveyance of Real Property to Be Owned by the Town of Hilton Head Island to St. James Baptist Church, under the Terms of a Contract Authorized on June 9, 2026 - Second Reading - Ben Brown, Assistant Town Manager
- b. Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Conveyance of Real Property Owned by the Town of Hilton Head Island, South Carolina, to Beaufort County, South Carolina, under the Terms of a Contract Authorized on June 9, 2026 - Second Reading - Ben Brown, Assistant Town Manager

9. New Business

- a. Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina Authorizing the Execution and Delivery of a Sponsorship Agreement for the Hilton Head Island Jam 2026 Songwriter Festival - Angie Stone, Assistant Town Manager
- b. Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Execution and Delivery of an Amendment to the February 10, 2026, Agreement between the Town of Hilton Head Island and BRE Retail Residual Circle Center Owner, LLC - Ben Brown, Assistant Town Manager

- c. Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Execution and Delivery of a Sign Easement Encumbering Real Property Owned by the Town of Hilton Head Island, South Carolina - First Reading - Ben Brown, Assistant Town Manager
- d. Consideration of a Resolution Authorizing the Dissolution of the Northpoint Public-Private Partnership Housing Advisory Committee - Ben Brown, Assistant Town Manager
- e. Consideration of a Resolution Authorizing the Creation of the Bryant Road Public-Private Partnership Housing Advisory Committee - Ben Brown, Assistant Town Manager

10. Unfinished Business

- a. Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Termination of a Parking and Access Easement, and Amending a Declaration of Covenants and Non-Disturbance, Non-Competition, Declaration of Easements and Restrictive Covenants Agreement, Related to 72 Pope Avenue, Hilton Head Island, South Carolina - Second Reading - Ben Brown, Assistant Town Manager

11. Public Comment - Non Agenda Items

12. Executive Session

- a. Discussion of Legal Advice Related to Settlement of Legal Claims or Other Matters Covered by the Attorney Client Privilege [Pursuant to South Carolina Freedom of Information Act 30-4-70(a)(2)] related to:
 - 1. Hilton Head Island Motorcoach Resort Owners' Association, Inc., et al. v. South Island Public Service District, et al.
- b. Receipt of Legal Advice Related to Pending Litigation or Other Matters Covered by Attorney-Client Privilege [Pursuant to South Carolina Freedom of Information Act 30-4-70 (a)(2)] related to:
 - 1. Discussion of Representation for Litigation Cases
- c. Discussion of Negotiations Incident to Proposed Contractual Arrangements for the Proposed Sale or Purchase of Property [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(2)] related to:
 - 1. Marshland Road Area
 - 2. Simmons Road Area
 - 3. Sea Pines Circle Area

13. Action from Executive Session

14. Adjournment

distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Hilton Head Island will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Hilton Head Island ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

Municipal Association of South Carolina (MASC) Civility Pledge:

"I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city or town."



Town of Hilton Head Island TOWN COUNCIL BUDGET WORKSHOP MEETING Thursday, May 14, 2026, 5:00 PM Minutes

Call to Order

Mayor Perry called the meeting to order at 5:00 p.m.

Council Members present: Alan Perry, Mayor; Alex Brown, Ward 1, Mayor Pro-Tempore; Patsy Brison, Ward 2; Steve DeSimone, Ward 3; Tammy Becker, Ward 4 (present via Teams Meeting); Steve Alfred, Ward 5; Melinda Tunner, Ward 6

Others Present: Marc Orlando, Town Manager; Curtis Coltrane, Town Attorney; Kim Gammon, Town Clerk

Adoption of the Agenda

Ms. Brison moved to approve. Mr. Alfred seconded. Motion carried 7-0.

Workshop Discussion

Review and Discussion of Proposed Fiscal Year 2027 Consolidated Budget

- i. General Fund
- ii. Debt Service Fund
- iii. Gullah Geechee Historic Neighborhoods Community Development Corporation Fund
- iv. Housing Fund
- v. Special Revenue Fund

The Town Manager, Marc Orlando, stated that John Carpenter, Assistant Finance Director and Dave Byrd, Finance Director, were also present for the presentation. He introduced the presentation and explained he would be reviewing the General Fund, the Debt Service Fund, the Gullah Geechee Historic Neighborhoods Community Development Corporation Fund, the Housing Fund and the Special Revenue Fund, with the intent of having as many questions answered for the benefit of Council and the community. Mr. Orlando briefly revisited items from the First Reading: Community Factors; Economic Drivers (Tourism, Healthcare & Wellness, and Real Estate, Property Management & Construction); the Island at a Glance (various aspects of the Island's real estate); Top Employers; Gross Sales by Fiscal Year; and the AAA Bond Rating from Moody's, Fitch and Standard & Poor's; Economic Factors pertaining to Businesses on the Island including property taxes and business licenses; Assessed/Market Value of Real Estate and Motor Vehicles; and Assets Managed by the Town (Land, Town Parks, Roads, Pathways and Town Buildings). Mr. Orlando revisited the organization chart of

staff as well as the FY 2027 Consolidated Budget Strategic Plan Priorities and Budget Goals, all as presented in the First Reading on May 12, 2026. Mr. Orlando then turned the presentation over to Mr. Byrd.

Mr. Byrd presented the FY 2027 Proposed Consolidated Budget Definitions, giving brief definitions of Revenue, Expense, and Change in Fund Balance to provide a better understanding of how the Income Statement is compiled:

Revenue:

- Operating Revenue (Taxes, User Fees, Grants, Sale of Land and Investment Income); Recurring Direct Revenues = Increase Cash Flow
- Other Financing Sources (Bonds, Leases and Sales of Equipment and Vehicles; Nonrecurring Revenues = Increase Cash Flow
- Transfers-In (A Governmental Practice to Fund Operations or Capital from Other Funds); Recurring or Nonrecurring = No Cash Flow
- Uses of Funds (A Governmental Practice to Balance the Budget by Fund = No Cash Flow); Amounts come from fund balance = A withdrawal from the checking account

Expense:

- Operating Expense (Salaries and Benefits, Contracted Services, Capital Projects, Debt Service, General Operating, IT Software, etc.); Recurring or Nonrecurring Direct Expense = Reduce Cash Flow
- Transfers-Out (A Governmental Practice to Fund Operations or Capital from Other Funds); Recurring or Nonrecurring Expense = No Cash Flow
- Fund Balance Surplus (A Governmental Practice to Balance the Budget by Fund = No Cash Flow); Amounts go to fund balance = A deposit into the checking account

Change in Fund Balance:

- Operating Revenue + Other Financing Sources – Operating Expenses; Positive or Negative Change in Fund Balance = Positive or Negative Cash Flow
- Fund Balance Surplus – Fund Balance Use; Positive or Negative Change in Fund Balance = Positive or Negative Cash Flow
- Either Way will Result in the Same Net Change in Fund Balance = Cash Flow
- Transfers-In = Transfers-Out
- The Total Revenue Budget = Operating Revenue + Other Financing Sources + Transfers-In + Uses of Funds
- The Total Expense Budget = Operating Expense + Transfers-Out + Fund Balance Surplus

The Total Revenue Budget - The Total Expense Budget = A Balanced Budget

Mr. Byrd continued with the presentation, providing charts and information concerning FY 2027 Proposed Consolidated Budget Revenues - All Funds, FY 2027 Proposed Consolidated Budget Expenditures - All Funds, Millage Rates, Millage Values and FY 2027 Proposed Budget - Property Taxes.

Council members held a brief discussion with questions regarding accounting procedures and clarification regarding millage rates.

General Fund (\$67,652,550.00) – used to account for all financial resources except those required to be accounted for in another fund; primary operating expenditures are general government, administrative services, sheriff and other public safety, fire, community services and public projects and facilities; principal sources of revenue are property taxes, business licenses, local ATAX and permit fees.

Mr. Byrd provided an overview of the FY 2027 Proposed General Fund Budget Revenues, including a pie chart showing a breakdown of Revenues, a list of Revenue Highlights, a list of Transfers-In Highlights, which includes a revised Proposed General Fund Budget Revenues Chart with a new column, "FY27 to FY26 Projection \$ Change":

During the Town Council Meeting of May 12, 2026, Council asked why State ATAX is shown as going down when Local ATAX is shown as going up. Mr Byrd and Mr. Orlando relayed to Council that this is due to State law that allows distribution based on the formula the State sets up at the beginning of their year, resulting in less funds.

Council also raised a question with regard to Grants for the FY 2027 Proposed General Fund Budget showing as -0-. Mr. Byrd explained that Grants are not usually booked to the General Fund, they may perhaps go to the Capital Fund or the Special Revenues Fund, etc. Such specific funds would reflect the Grant activity for any specific Grant. Mr. Byrd relayed that the FY 2027 Proposed Consolidated Budget reflects a conservative view for budgeting Grants. Mr. Orlando relayed that he will provide a Grant Report to Council which shows the Grants the Town is currently administering.

Mr. Byrd continued the presentation with an overview of FY 2027 Proposed General Fund Budget Expenditures, including a pie chart showing a breakdown of Expenditures, charts of FY 2027 Proposed General Fund Budget Expenditures, and lists of Expenditure Highlights, including the operating expenses that are driving some of the changes in the FY 2027 Proposed Consolidated Budget.

Council held discussion regarding the increase in funding requests by affiliated agencies.

Debt Service Fund (\$11,513,988.00) – used for accumulating resources for the payment of interest and principal on general long-term obligation debt of the governmental funds; primary sources of revenue are property tax, beach preservation fees and hospitality tax.

Mr. Byrd provided an overview of FY 2027 Proposed Debt Service Fund Budget Revenues, Expenditures, and Budget Highlights as listed below.

FY 2027 Debt Service Fund Expenditure Highlights:

Total Budget is a decrease of \$19.6m / 63%:

- Principal - \$8.6m / 17.5% increase based on new bonds
- Interest - \$2.9m / 50.8% increase based on new bonds
- Bank Fees - \$20.0k / 23.6% increase

Gullah Geechee Historic Neighborhoods Community Development Corporation (CDC) Fund (\$1,694,756.00) – used to account for and report the costs associated with the actions of the Corporation to protect the Town's historic and culturally sensitive neighborhoods; the focus is to enhance the quality of life for community residents, encourage entrepreneurship, prevent gentrification, assist in business attraction, expansion and retention, provide land planning and development assistance, pursue affordable housing opportunities, identify infrastructure needs and provide critical financial opportunities; primary sources of revenue are State and County Grants.

Mr. Orlando continued the presentation with a brief background of the formation of the CDC and the FY 2027 Proposed CDC Fund Budget Revenues, Expenditures, and Budget Highlights.

Council held discussion regarding the CDC funding.

Housing Fund (\$3,211,498.00) – used to account for and report the costs associated with the development, implementation and delivery of the strategies and tactics identified within the Town's adopted Workforce Housing Framework; current sources of revenue are transfers from the State Accommodations Tax Fund and prior year fund balance.

Mr. Orlando provided a brief background of the creation of the Housing Fund and the FY 2027 Proposed Budget Revenues, Expenditures, and Budget Highlights.

Council raised the possible use of ATAX funds for lateral sewer connections - Mr. Orlando explained that lateral sewer connections represent improvements on private property, so this would not be a good use of ATAX funds and that he expects to have additional information regarding a possible grant from the Beaufort-Jasper Housing Trust in connection with the lateral sewer connections in the near future.

Special Revenues Fund (\$86,422,841.00) – used to account for local taxes and fees including State ATAX, hospitality tax, beach preservation fees, real estate transfer fees, electric franchise fees, short-term rental permit fees, fire truck lease proceeds and Grants; supports the General Fund, Debt Service Fund, Capital Improvements Program

and Housing Funds; direct expenses consist primarily of ATAX Grants, Destination Marketing Organization funding, beach monitoring, deed processing and grant expenses.

Mr. Byrd provided an overview of the Special Revenues Fund and the FY 2027 Proposed Budget Revenues, Expenditures, and Budget Highlights, and completed the presentation with the FY 2027 Proposed Reserve Policies - Revised (Reserve Policies for the Funds) and the Special Revenues Fund - Beach Preservation Fees FY 2027-2023.

Council held brief discussion regarding the presentation focusing on the reserve fund.

The entire presentation is available on the Town's website at www.hiltonheadislandsc.gov.

Mayor Perry asked for public comment with regard to the FY 2027 Proposed Consolidated Budget.

Skip Hoagland addressed Council regarding the use of ATAX funds, DMO contracts and legal opinions.

Richard Bisi addressed Council to request that the Town find ways to decrease spending.

Public Comment - Non Agenda Items

Mayor Perry asked for public comment.

Skip Hoagland addressed Council regarding legal services and contracts.

Adjournment

The Town Council Budget Workshop Meeting was adjourned at 8:04 p.m.

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor

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



Town of Hilton Head Island
**TOWN COUNCIL BUDGET WORKSHOP
MEETING**
Tuesday, May 19, 2026, 5:00 PM
Minutes

Call to Order

Mayor Perry called the meeting to order at 5:00 p.m.

Council Members present: Alan Perry, Mayor; Alex Brown, Ward 1, Mayor Pro-Tempore; Patsy Brison, Ward 2; Steve DeSimone, Ward 3; Tammy Becker, Ward 4; Steve Alfred, Ward 5; Melinda Tunner, Ward 6

Others Present: Marc Orlando, Town Manager; Curtis Coltrane, Town Attorney; Kim Gammon, Town Clerk

Adoption of the Agenda

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 7-0.

Workshop Discussion

Review and Discussion of Proposed Fiscal Year 2027 Consolidated Budget

- i. Capital Improvement Program Fund
- ii. Stormwater Utility Fund
- iii. FY27 Consolidated Budget

Mr. Orlando began the presentation by reminding everyone that a Budget Workshop took place on May 14, 2026, during which the General Fund, Debt Service Fund, Gullah Geechee Historic Neighborhoods Community Development Corporation Fund, Housing Fund and Special Revenue Fund were addressed, and that today's Budget Workshop would focus on the Capital Improvement Program Fund, Stormwater Utility Fund and a full overview of the FY 2027 Proposed Consolidated Budget. The Second Reading for the FY 2027 Proposed Consolidated Budget is to take place at the June 9, 2026, Town Council Meeting.

Mr. Orlando began the presentation with an overview of the Capital Improvements Program Fund and the Program Selection Process, as well as the FY 2027 Proposed CIP Sources of Funds and FY 2027 Proposed CIP Uses of Funds:

Capital Improvements Program (CIP) Fund (\$55,205,752.00 (consisting of FY 2026 Carry Forward - \$12,181,755 and FY 2027 New Funding - \$41,785,792)) – used to account for and report on financial resources that are restricted, committed, or assigned for the acquisition,

construction, or renovation of major capital facilities; ongoing major capital improvement projects; and major equipment or other capital asset acquisitions including land acquisition which are not financed by another fund.

Mr. Orlando then highlighted the FY 2026 CIP Accomplishments and the FY 2027 CIP Highlights:

FY 2026 CIP Accomplishments:

- Completion of Beach Renourishment
- Completion of Barker Field Extension Soccer Fields
- Completion of Old Schoolhouse Park Pickleball Facility
- Acquired Property and Facilitated the Relocation of Fire Rescue Headquarters
- Completion of Renovations and Staff Relocation at 4 Office Way
- Acquired the Remainder of Fire Apparatus Fleet
- Acquired over 15 Acres of Land/Town Property

FY 2027 CIP Highlights:

- Islanders Beach Park Improvements
- Crossings Park - Phase I Pickleball and Phase 2 Pump Track
- Patterson Park
- Northpoint/USPS Access Improvements
- Spanish Wells Road, Squire Pope Road, Folly Field Road, Gum Tree Road Vehicle and Pedestrian Safety Improvements
- Jonesville Barn Renovation
- Fire Rescue Headquarters Renovation and Relocation of EOC
- Jarvis Creek Pump Station Pump Replacement
- Acquire two new Fire Rescue Ladder Trucks

Additionally, Mr. Orlando reviewed the FY 2027 Proposed CIP Projects with Council:

- Beach Program (\$7,449,119.00)
- Road Program (\$9,701,553.00)
- Pathway Program (\$1,418,937.00)
- Stormwater Program (\$4,205,586.00)
- Park Program (\$17,451,552.00)
- Facility and Equipment Program (\$8,510,800.00)
- Fleet Program (\$4,980,000.00)
- Land Acquisition & Administration Program (\$250,000.00)

Mr. Orlando also reviewed FY 2027 Proposed CIP Funding Sources - Carry Forward Funding

to illustrate fund allocations for CIP projects from current revenue as well as FY 2027 Proposed CIP Funding Sources - New Funding.

Council members held a discussion with questions, observations and suggestions regarding roadway projects and possible funding for such projects as well as ongoing drainage improvements and also acknowledged the assistance of the Sheriff's Department for providing an assessment and recommendations regarding security measures, cameras and technology on the Island.

Mr. Orlando then moved on to present the FY 2027 Stormwater Utility Fund portion of the FY 2027 Budget with an overview of the FY 2027 Proposed Stormwater Utility Fund Budget Revenues and FY 2027 Proposed Stormwater Utility Fund Budget Expenditures:

Stormwater Utility Fund (\$7,583,334.00) – used to account for revenues generated from stormwater utility fees that support the Town's Municipal Separate Storm Sewer System Program, also known as MS4, and its management of stormwater discharges into federal, state, and local waters.

Council held discussion concerning the proposed target date for completion of the Hilton Head Island Stormwater Master Plan and received confirmation that such Master Plan encompasses all Island roadways and systems whether owned by the Town or not.

Mr. Orlando expressed that at some point, further direction will be needed in connection with acquiring the roads currently owned by the County and Council suggested negotiations with the County would include requirements for the roads to be delivered to the Town in good condition and to include the transfer of unspent funds for road maintenance and other items.

Mr. Byrd reviewed the FY 2027 Proposed Consolidated Budget.

FY 2027 Proposed Consolidated Budget (\$233,284,719) - accounts for the roll-up of the six funds (General Fund, Debt Service Fund, Capital Improvements Program Fund, Stormwater Utility Fund, Gullah Geechee Historic Neighborhoods Community Development Corporation Fund and the Housing Fund), along with all Special Revenue Funds.

In wrapping up the presentation, Mr. Orlando provided information regarding several key financial indicators as they relate to the Town's Triple-A Credit Rating Criteria:

- Fund balance ratio (40%) is well above the 35% requirement.
- The liquidity ratio (182%) is well above the 40% threshold.
- Long-term liabilities were temporarily elevated in 2026 due to GO Bond issuance but normalized again in 2027 after prepayments.
- The fixed-cost ratio remains low and healthy, below 10%.

The entire presentation is available on the Town's website at www.hiltonheadislandsc.gov.

Mayor Perry asked for public comment.

Skip Hoagland addressed Council regarding the use of taxpayer funds and legal fees.

Public Comment - Non Agenda Items

Mayor Perry asked for public comment.

Skip Hoagland addressed Council regarding use of ATAX Funds, DMO contracts and legal opinions.

Morris Campbell addressed Council to commend the Town Council and staff on the budget process and setting priorities for infrastructure, capital improvement and stormwater improvements, which are very much needed and will improve the quality of life for everyone in the community.

Adjournment

At 6:57 p.m., Mr. Alfred moved to adjourn. Ms. Becker seconded. Motion carried 7-0.

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor

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



Town of Hilton Head Island TOWN COUNCIL MEETING Tuesday, June 9, 2026, 3:00 PM Minutes

Call to Order

Mayor Perry called the meeting to order at 3:00 p.m.

Council Members present: Alan Perry, Mayor; Alex Brown, Ward 1, Mayor Pro-Tempore; Patsy Brison, Ward 2; Tammy Becker, Ward 4; Steve Alfred, Ward 5; Melinda Tunner, Ward 6

Not present: Council Member Steve DeSimone, Ward 3

Others Present: Marc Orlando, Town Manager; Curtis Coltrane, Town Attorney; Kim Gammon, Town Clerk

Pledge to the Flag

Invocation – Rev. Eric Bash, All Saints Episcopal Church

Reverend Eric Bash of All Saints Episcopal Church delivered the invocation.

Adoption of the Agenda

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 6-0.

Executive Session

At 3:02 p.m. Mr. Alfred moved to enter Executive Session for the items listed below. Ms. Becker seconded. Motion carried 6-0.

Discussion of Employment, Appointment, and/or Contractual Arrangements and Proposals [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(1)(2)] related to:

1. Selection of a Town Council Appointed Attorney Following Interviews Conducted Pursuant to the Request for Proposal Process

Action from Executive Session

At 3:44 p.m., Mr. Alfred moved to end Executive Session and return to the regular meeting. Ms. Becker seconded.

Mayor Perry asked if there was any business as a result of Executive Session.

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, Authorizing the Execution and Delivery of a Contract for Legal Services of the Town Attorney, Brittany L. Ward, of Finger, Melnick, Brooks & LaBruce, P.A.

Mr. Brown moved to approve. Mr. Alfred seconded.

Mayor Perry asked for public comment.

Skip Hoagland addressed Council to suggest that Council hire a staff lawyer instead of an outside law firm.

Chester Williams addressed Council to let them know that his professional experiences in working with both Brittany Ward and Curtis Coltrane have been positive and that the choice of Brittany Ward as Town Attorney is a good one.

Motion carried 6-0.

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, Authorizing the Execution and Delivery of a Contract for Legal Services of Curtis L. Coltrane

Mr. Brown moved to approve. Mr. Alfred seconded.

Mayor Perry asked for public comment.

Skip Hoagland addressed Council to express his dissatisfaction in the hiring of Brittany Ward/Finger, Melnick, Brooks & LaBruce, P.A.

Motion carried 6-0.

Approval of the Minutes

Special Meeting Minutes of May 5, 2026

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 6-0.

Regular Meeting Minutes of May 12, 2026

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 6-0.

Special Meeting Minutes of May 13, 2026

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 6-0.

Presentations and Recognitions

Report of the Town Manager

Mr. Orlando reminded everyone that June 1st through November 30th is hurricane season and encouraged everyone to be prepared and that the Town website has an emergency preparedness guide which could be helpful in putting a plan in place.

Mr. Orlando also provided updates on the North End USPS construction project, the completion of the Mitchelville Road paving project, and the opening of the Ford's Shell Ring Park.

Mr. Orlando reminded everyone of upcoming events on the Island: the Money Talks seminar series sponsored by the Gullah Geechee Historic Neighborhoods Community Development Corporation entrepreneurs workshops held at the Hilton Head Island Recreation Center, Shelter Cove HarbourFest Summer Jams including fireworks and movie nights and Party in the Park at Lowcountry Celebration Park and relayed that information for these events and many others is available on the Town's website.

Mr. Orlando also acknowledged that the Office of Cultural Affairs of Hilton Head Island recently held a Cultural District Mapping Workshop and reminded everyone that the Town offices would be closed on June 19th in observance of Juneteenth.

Beaufort County School District Character Education Student of the Month - Mayor Alan Perry

Mayor Perry recognized and congratulated Earl White, from Hilton Head Island School for the Creative Arts, who was selected as Beaufort County School District Character Education Student of the Month for the character trait, forgiveness.

Juneteenth Proclamation - Mayor Alan Perry

Joyce Wright, Director of Program and Interpretation of Historic Mitchelville Freedom Park, was present to accept the proclamation recognizing June 19, 2026, as Juneteenth.

Carolina Day Proclamation — Mayor Alan Perry

Mike Williams, Beaufort County 250 Committee Member, Barbara Catenaci, Executive Director of The Heritage Library, Angie Stone, Town of Hilton Head Island Assistant Town Manager of Community Engagement and Natalie Harvey, Town of Hilton Head Island Director of Cultural Affairs were present to accept the proclamation recognizing June 28, 2026 as Carolina Day.

250th Anniversary of the United States Declaration of Independence Proclamation - Mayor Alan Perry

Mike Williams, Beaufort County 250 Committee Member, Barbara Catenaci, Executive Director of The Heritage Library, Angie Stone, Town of Hilton Head Island Assistant Town Manager of Community Engagement and Natalie Harvey, Town of Hilton Head Island Director of Cultural Affairs were present to accept the proclamation recognizing July 4, 2026 as the 250th anniversary of the United States Declaration of Independence and the year 2026 as the United States of America's 250th Anniversary Commemorative Year.

2026 Annual Update of the Community Rating System's Repetitive Loss Area Analysis - Shari Mendrick, Floodplain Administrator

Shari Mendrick provided a brief overview stating that the Town is a participant in the National Flood Insurance Program (NFIP) and the Town participates because the NFIP allows the Town to get federal disaster assistance, federal mortgage assistance, federal grants and loans and makes flood insurance available to all the citizens and residents of Hilton Head Island. Shari also stated that, in order to participate in the NFIP, the Town has signed a Resolution of Intent with FEMA and has adopted flood maps and the associated regulations for those maps. The Community Rating System (CRS) is a voluntary program that the Town participates in, so residents of Hilton Head Island can receive a 25% discount on their flood insurance and as part of the Program, the Town must demonstrate that its floodplain management activities exceed the minimum NFIP standards and the Town must also submit annual re-certifications to continue to be eligible for CRS Credits by preparing the annual evaluation report describing progress made in the implementation of the mitigation actions stated in the Repetitive Loss Area Analysis. Annual evaluation of mitigation actions gives the community a framework for monitoring the plan's effectiveness and a mechanism to track progress in the implementation of the community's mitigation actions.

Shari relayed that the Community Rating System has 19 credited activities in four different categories:

- Public Information (which includes Outreach Projects and Program for Public Information)
- Mapping and Regulations
- Flood Damage Reduction (which includes Floodplain Management Planning and Repetitive Loss Area Analysis)
- Warning and Response

In connection with the CRS credited activities, the Town has prepared the Repetitive Loss Area Analysis Annual Evaluation Report, which falls under the Flood Damage Reduction category of CRS credited activities as shown above.

2026 Annual Update of the Community Rating System's Program for Public Information - Shari Mendrick, Floodplain Administrator

Shari Mendrick provided a summary regarding the item.

Town Council adopted the original Program for Public Information (PPI) in 2015 and the required five-year update in 2025 as a credited activity in the Community Rating System (CRS) program. The purpose of the PPI is to maintain reduced FEMA flood insurance premium costs for residents and to provide flood-related information to property owners through a robust outreach program. To maintain CRS credit for the PPI, the PPI Committee must meet annually to monitor, evaluate and revise, as needed, the outreach projects and flood insurance coverage assessment that are included in the program. An annual report of this evaluation

must be prepared and submitted to Town Council and the document must be updated every 5 years. The PPI Committee determined that the PPI should be updated this year due to additional data that has been provided by FEMA to receive additional CRS credit by preparing the annual evaluation report describing progress made in the implementation of the mitigation actions stated in the Repetitive Loss Area Analysis. Annual evaluation of mitigation actions gives the community a framework for monitoring the plan's effectiveness and a mechanism to track progress in the implementation of the community's mitigation actions.

In connection with the CRS credited activities as shown in the previous item, the Town has prepared the Program for Public Information Annual Evaluation Report, which falls under the Public Information - Program for Public Information categories of CRS credited activities.

Council held discussion concerning review of the flood maps and the Stormwater Master Plan and setting code in support of the maps as well as availability of grants for Hilton Head Island residents.

Reports from Members of Town Council

General Reports from Town Council

Ms. Brison provided information regarding the Hilton Head Island Rotary Club's Hilton Head Island Hall of Fame held on March 14, 2026; Juneteenth events including the Juneteenth Campfire Conversation and Sleepover, Juneteenth Children's Drum Camp and the 12th Annual Juneteenth Celebration Festival featuring Stokely and the Juneteenth 5k race; as well as the advancement of amendments to Beaufort County's existing plastic bag ordinance.

Ms. Becker relayed that it may be helpful to send out a reminder for visitors to the Island to please take some environmental steps to protect the Island's sea turtles and that she has received feedback from residents expressing concern with regard to the tree cutting in the North Point area and suggested it might be helpful to provide the community with access to some of the designs which show landscaping rehab for the area.

Report of the Lowcountry Area Transportation Study - Councilmember Tamara Becker

Ms. Becker stated that she would submit a report in writing.

Report of the Lowcountry Council of Governments - Councilmember Steve Alfred

No report.

Report of the Beaufort County Airports Board - Councilmember Melinda Tunner

Ms. Tunner reported that planning is ongoing with regard to parking and pricing; the airport has a volunteer ambassador program to assist airport customers, commercial airline passenger arrivals and departures have increased 9.6% from last year, applications can be made on the Beaufort County website for an open seat on the Beaufort County Airports Board, and a Stakeholder Meeting for the Airport Layout Plan will be held this summer and there will be an

opportunity for public feedback regarding the plan.

Report of the Southern Lowcountry Regional Board - Councilmember Patsy Brison

Ms. Brison reported that the Board met on May 26th and they received a presentation from Lisa Sulka, Chair of the Beaufort County Sales Tax Advisory Committee, and a presentation and report from Truitt Rabun and Kristie Sturtz of the 20-Year Plan Committee; the Sales Tax Advisory Committee presentation and the 20-Year Plan Committee report are available on the SoLoCo website. Additionally, Ms. Brison relayed that Mayor Harry Williams reported on the TriShare Appropriation Request. The next meeting is scheduled for June 23rd.

Report of the Island Recreation Association Board - Mayor Pro Tempore Alex Brown

Mr. Brown reported that the Hilton Head Island Recreation Center is very busy with the following programs taking place: Beach Volleyball Camp, Volleyball Camp, Soccer Camp, Karate Camp, Summer Camp, Challenge Camp, surf lessons, swim lessons, lap swimming, water aerobics and fitness classes.

Report of the Beaufort County Economic Development Corporation - Mayor Alan Perry

No report.

Report of the Gullah Geechee Historic Neighborhoods Community Development Corporation - Mayor ProTempore Alex Brown

Mr. Brown reported that the Gullah Geechee Historic Neighborhoods Community Development Corporation will meet on Wednesday, June 17th, at 10:00 a.m. The Corporation's agenda includes the Executive Director's Report, consideration of a name change related to the Community Development Act, discussion of the 2026 Strategic Plan, potential funding strategies, consideration of a Resolution Approving a Partnership with the Federal Home Loan Bank of Atlanta, and an Executive Session for discussion of legal matters regarding the Community Development Act.

Report of the Community Development and Public Services Committee - Councilmember Tamara Becker

Ms. Becker reported that the Community Development and Public Safety Committee did not meet on June 8, 2026. The meeting was cancelled due to lack of agenda items. The next meeting is tentatively scheduled for July 13, 2026.

Report of the Finance and Administrative Committee - Mayor Pro Tempore Alex Brown

Mr. Brown reported that the Finance and Administrative Committee did not meet in June. The next meeting is Monday, July 13, at 10:00 a.m. The Committee's agenda will include the monthly Fiscal Year 2026 financial update and consideration of a Resolution Authorizing the Town Manager to Execute an Intergovernmental Agreement with the South Carolina Department of Transportation for the Sea Pines Circle Improvement Project.

Public Hearing

Consideration of an Ordinance Adopting the Consolidated Municipal Budget for the Town of Hilton Head Island for Fiscal Year 2027, Ending June 30, 2027 - Public Hearing and Final Reading - Marc Orlando, Town Manager

Mr. Orlando conducted a presentation regarding the Fiscal Year 2027 Consolidated Budget in the amount of **\$233,284,719.00**. The balanced and strategic financial plan includes projected revenues and scheduled expenditures and encompasses all funds as follows:

- General Fund - \$67,652,550
- Capital Improvements Program Fund - \$55,205,752:
- Debt Service Fund - \$11,513,988
- Stormwater Utility Fund - \$7,583,334
- Housing Fund - \$3,211,498
- Gullah Geechee Historic Neighborhoods Community Development Corporation Fund - \$1,694,756
- Special Revenues Fund - \$86,422,841

Ms. Brison moved to approve. Mr. Alfred seconded.

Mayor Perry opened the Public Hearing at 4:35 p.m.

Mayor Perry asked for public comment.

Skip Hoagland addressed Council regarding the need for CityDoge, a fiscal audit, spending oversight and the hiring of a staff attorney in place of an outside law firm.

Richard Bisi addressed Council regarding questions previously raised concerning the budget, Town organization structure, zero-based budgeting and independent forensic review of spending.

Mr. Orlando responded with a brief description of the Town's budgeting strategy, which is priority-based.

Mayor Perry closed the Public Hearing at 4:44 p.m.

Council held discussion concerning use of budgeted funds, sources of funds, and budget and funding strategy.

Mayor Perry relayed that Council Member Steve DeSimone is out of the country, but asked Council to relay that he has expressed his full support for the passing of the Ordinance and adoption of the Budget.

Motion carried 5-1 (Ms. Becker voted against).

New Business

Consideration of a Resolution to Adopt the Destination Marketing Organization FY27 Marketing Plan, Budget and Industry Metrics - Angie Stone, Assistant Town Manager

South Carolina Code of Laws Section 6-4-10 requires that municipalities who have collected more than \$50,000.00 in local accommodations taxes (ATAX) to allocate the taxes based on a prescribed formula. The first \$25,000 plus 5% of the balance must be allocated to the general fund. Beyond that, the formula requires that 30% of the balance must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity.

To manage and direct the expenditure of these tourism promotion funds, the municipality is required to select one or more organizations, such as a chamber of commerce, visitor and convention bureau, or regional tourism commission, which has an existing, ongoing tourist promotion program. The Town has designated the Hilton Head Island-Bluffton Chamber of Commerce as its DMO. The annual budget, marketing plan, and industry metrics are considered by the Town Council and the Accommodations Tax Advisory Committee (ATAC) in public meetings prior to the beginning of each fiscal year. Those meetings include:

- A Town Council Workshop, which was held on March 31.
- Presentation to the ATAC, which occurred on April 23.
- Presentation to the Finance and Administrative Committee, which occurred on May 11.
- Approval by Town Council prior to July 1, 2026.

Town Council reviewed the FY2027 DMO Marketing Plan and Budget at a workshop on March 31 and provided feedback and direction on both. The DMO made requested revisions and presented the FY2027 DMO Marketing Plan, Budget, and Industry Metrics to the ATAC on April 23. ATAC members voted unanimously to recommend the Marketing Plan, Budget and Industry Metrics for Town Council approval. The Finance and Administrative Committee reviewed the annual package at their May 11 meeting, provided feedback, and sent the package forward for final approval by Town Council.

Ms. Becker moved to approve. Ms Tunner seconded.

Mayor Perry asked for public comment.

Skip Hoagland addressed Council regarding use of taxpayer funds in connection with the DMO Contract.

Council Member Brison expressed ongoing concerns about a proposed shift from the Town's established Core Values (Ecotourism, Arts & Culture, Hilton Head Island History and Heritage, Wellness and Recreation) to a new set of marketing Pillars/Core Values (Coastal Outdoors, Golf, Racquet and Sports, Culinary and Dining, Culture and Heritage and Events and Community) and believes the new Pillars do not comply with the Town's Core Values and does not adhere to material terms, including "Article 6. Marketing Plan" of the DMO Contract, which states that the Marketing Plan shall demonstrate adherence to the promotion of the Town's

goal of sustainable and responsible tourism practices in alignment with the Town's strategic plan by promoting the Town's Core Values (Ecotourism, Arts & Culture, Hilton Head Island History, Wellness, and Recreation) and is to include Local Events. She proposed an amendment to replace the DMO Marketing Plan's "page 16" with a version explicitly organized around the original Core Values and supported by specific community assets (e.g., Gullah heritage sites, local museums, recreation facilities, seafood traditions, festivals), which stresses Hilton Head Island's unique identity - its environment, heritage, and community values as the strengths drawing residents and visitors and urged the Town to market those strengths rather than adopt a new structure.

Council held discussion regarding whether the new proposed Pillars/Core Values comply with the Town's Core Values and marketing focus pursuant to Article 6 of the DMO Contract. Several Council Members expressed their support of the DMO Contract, the Marketing Plan, additional marketing services which the DMO will be providing and the FY 2027 DMO budget, marketing plan, and industry metrics.

Motion to adopt the Resolution carried 5-1 (Ms. Brison voted against).

Consideration of a Resolution Authorizing the Renaming the Rowing and Sailing Center at Squire Pope Community Park to Hilton Head Island Fishing Cooperative Park - Thomas Boxley, Executive Director, Gullah Geechee Historic Neighborhoods Community Development Corporation

Mr. Boxley provided a brief overview of the item. He stated that the proposed name change is directly in line with the Gullah Geechee Historic Neighborhoods Community Development Corporation's (CDC) mission of stabilizing, protecting and promoting the historic and culturally sensitive communities of Hilton Head Island, along with the Town Council's Strategic Goal of protecting the Gullah Geechee culture. The CDC began the process for the proposed renaming in October 2025, and received overwhelming support during community outreach through which the CDC had direct conversations with descendants of 5 of the founding families of the fishing co-op, which had been formally organized in 1966. Pursuant to the Resolution, the Town Council supports the proposed name change which serves a public purpose and provides an opportunity to strengthen and continue its relationship with the Gullah Geechee Community of Hilton Head Island.

Ms. Brison moved to approve. Ms. Becker seconded. Motion carried 6-0.

Consideration of a Resolution to Authorize Execution of Wetland Impact Documents, Including a Declaration of Restrictive Covenants and a Wetland and Stream Mitigation Purchase Agreement for Patterson Family Park Project - Shawn Gillen, Assistant Town Manager

Mr. Gillen provided an overview of the item. In connection with the historic Patterson Family Park project, the design for the park includes walking paths and features that will allow citizens and visitors to enjoy the beautiful natural surroundings the park has to offer, including a boardwalk that will have limited wetland impacts. Recognizing the importance of protecting the sensitive wetland areas, the Town has minimized the impact to the greatest extent possible and modified the project design to reduce the total wetland impact to approximately 0.27 acres

as the Impact Area. In order to complete the Park Project's walking path it was determined necessary to use the Impact Area for a boardwalk. This use has been reviewed by the U.S. Army Corps of Engineers (Army Corps) and the South Carolina Bureau of Coastal Management, resulting in conditional approvals that require permanent preservation of remaining wetlands and mitigation through the purchase of wetland credits and in accordance with the Army Corps conditional approval, the Town must execute a Declaration of Restrictive Covenants to ensure the permanent protection of designated wetland areas. Additionally, the Town must execute a Wetland and Stream Mitigation Purchase Agreement for the purchase of wetland mitigation credits.

Ms. Tunner moved to approve. Ms. Becker seconded. Motion carried 6-0.

Consideration of a Resolution Authorizing the Mayor and Town Manager to Execute and Deliver a Contract between the Town and St. James Baptist Church for the Purchase of 1.70 Acres at the Corner of Beach City Road and Dillon Road, and to Take all Actions to Complete the Transactions Described in the Contract - Ben Brown, Director of Strategic Initiatives

Ben Brown provided a brief overview of the item. In connection with the relocation of the St. James Baptist Church and the Cherry Hill School, which are currently located within the Hilton Head Airport runway protection zone, the following items are required in order for the necessary transactions to take place:

- (i) a Resolution is needed for the Town to purchase via Contract, the 1.70 acres located at 209 and 210 Dillon Road currently owned by St. James Baptist Church. This property will be maintained as open space. The \$1.29 million in funds from the purchase will be used towards the construction of the new church.
- (ii) a Resolution is needed for the Town to convey 4.667 acres of Town-owned property located at Union Cemetery Road via Contract to Beaufort County. The 1.29 million funds from the purchase of the church property will be used in the construction and relocation project for the church and Cherry Hill School.
- (iii) an Ordinance is needed for the Town to execute a Ground Lease with St. James Baptist Church for the property located 209 and 210 Dillon Road for the church's continued use during the time of construction and relocation.
- (iv) an Ordinance is needed for the Town to convey the 4.667 acres of Town-owned property to Beaufort County so the County can complete construction of the new church and relocation of Cherry Hill School. After construction and relocation is completed, the County will convey the 4.667 acres and church facilities to St. James Baptist Church.

The funding (total of \$9,840,000) for this project is as follows:

- South Carolina State Funding \$4,000,000
- South Carolina State Funding (Fellowship Hall) \$750,000
- Town/County Grant \$300,000
- Construction Escrow (Town's acquisition of 209 and 210 Dillon Road) \$1,290,000
- Beaufort County General Obligation bond \$3,500,000

As to the Resolution needed for the Town to purchase via Contract, the 1.70 acres located at 209 and 210 Dillon Road currently owned by St. James Baptist Church: **Ms. Tunner moved to**

approve. Ms. Brison seconded.

Mayor Perry asked for public comment with respect to the two Resolutions and two Ordinances.

Chester Williams addressed Council to thank the Town for its work and stated Curtis Coltrane has been a great help and that Perry White was instrumental in relocating the church.

Council clarified it is the County's responsibility to make sure the project comes in on budget with the construction and relocation cost of \$9,840,000; and acknowledged that the project has been in the planning stages for some time, with thanks to Senator Davis for assistance with funding sources for the project.

Motion carried 6-0.

Consideration of a Resolution Authorizing the Mayor and Town Manager to Execute and Deliver a Contract between the Town of Hilton Head Island and Beaufort County, South Carolina, for the Sale of 4.667 Acres on Union Cemetery Road, and to Take all Actions to Complete the Transaction Described in the Contract - Ben Brown, Director of Strategic Initiatives

Mayor Perry asked for public comment. There was none.

Ms. Brison moved to approve. Ms. Becker seconded. Motion carried 6-0.

Consideration of an Ordinance Authorizing the Long-Term Lease of Improved Real Property to St. James Baptist Church, and the Possible Re-Conveyance of Real Property to St. James Church upon the Occurrence of Certain Events Described in the Contracts between the Town of Hilton Head Island and St. James Church and Beaufort County, South Carolina, and Providing or Severability and an Effective Date - First Reading - Ben Brown, Director of Strategic Initiatives

Mayor Perry asked for public comment. There was none.

Ms. Brison moved to approve. Ms. Becker seconded. Motion carried 6-0.

Consideration of an Ordinance Authorizing the Conveyance of 4.667 Acres of Real Property Owned by the Town of Hilton Head Island to Beaufort County, South Carolina, Pursuant to the Terms and Conditions of the Contract between the Town of Hilton Head Island and Beaufort County, South Carolina, and Providing for Severability and an Effective Date - First Reading - Ben Brown, Director of Strategic Initiatives

Mayor Perry asked for public comment. There was none.

Ms. Brison moved to approve. Ms. Becker seconded. Motion carried 6-0.

Public Comment - Non Agenda Items

There was none.

Executive Session

At 6:30 p.m., Mr. Alfred moved to enter into Executive Session for the items listed below. Ms. Becker seconded. Motion carried 6-0.

Discussion of Appointment to Boards, Commissions, and Committees [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70 (a)(1)] related to:

1. Accommodations Tax Advisory Committee
2. Beaufort Jasper Water and Sewer Board
3. Board of Zoning Appeals
4. Construction Board of Adjustments and Appeals
5. Design Review Board
6. Gullah Geechee Historic Neighborhood Community Development Corporation
7. Gullah Geechee Task Force
8. Housing Action Committee
9. Parks and Recreation Commission
10. Planning Commission

Discussion of Negotiations Incident to Proposed Contractual Arrangements for Proposed Sale or Purchase of Property [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(2)] related to:

1. Marshland Road Area

Discussion of Negotiations Incident to Proposed Contractual Arrangements [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70 (a)(2)] related to:

1. Sports and Recreation Facilities Economic Development

Discussion of Legal Advice and Negotiations from the Town Attorney Incident to the Settlement of Pending Litigation Involving the Town, which is Covered Under the Attorney-Client Privilege [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70 (a)(2)]

Discussion of Legal Updates from the Town Attorney on Matters Covered Under the Attorney-Client Privilege [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(2)]

Action from Executive Session

At 8:00 p.m., Ms Brison moved to end Executive Session and return to the regular meeting. Ms. Becker seconded.

Mayor Perry asked if there was any business as a result of Executive Session.

Consideration of Reappointments to Boards, Commissions and Committees with a Term Beginning July 1, 2026 and Ending June 30, 2029:

Accommodations Tax Advisory Committee

Cecile Eck - Lodging

Martin Lesch - Cultural Organization

Keith Schlegel - At-Large

Board of Zoning Appeals

Amy Fee - At-Large

Design Review Board

Todd Theodore - Landscape Architect

Gullah Geechee Historic Neighborhoods CDC Board of Directors

Shirley Peterson - Community Leader

Andre White - Community Leader

Housing Action Committee

Stuart Bell - Banking & Finance

Maryann O'Brien - Banking & Finance

Sandy Gillis - Rep. of Philanthropic Organization

Ayaks Castellanos - Affordable Housing Tenant or Homeowner

Barbara Banaszynski - Affordable Workforce Housing Developer (Non-Profit)

Sue Ann Hess - Banking & Finance

Parks and Recreation

Michael Manesiotis - At-Large

Planning Commission

Joseph DuBois - Attorney

Margaret Hewitt - At-Large

Alex Brown moved to approve. Ms. Becker seconded. Motion carried 6-0.

Consideration of Reappointments to Boards, Commissions and Committees with a Term Beginning July 1, 2026 and Ending June 30, 2030:

Construction Board of Adjustments and Appeals

March Ellis - Building Industry/General Contractor - At-Large

Robert Zinn - Mechanical Contractor

Randy May - Electrical - At-Large

Joe Nix - Building Industry/General Contractor

Town of Hilton Head Island Town Council

Meeting Minutes

6/9/2026

Alex Brown moved to approve. Ms. Becker seconded. Motion carried 6-0.

Consideration of Reappointments to Boards, Commissions and Committees with a Term Beginning July 1, 2026 and Ending June 30, 2032:

Beaufort-Jasper Water and Sewer Authority
Jimmy Baker

Alex Brown moved to approve. Ms. Becker seconded. Motion carried 5-1 (Ms. Brison voted against).

Consideration of Appointments to Boards, Commissions and Committees with a Term Beginning July 1, 2026 and Ending June 30, 2029:

Accommodations Tax Advisory Committee
Bob Cosgrove - Lodging Representative

Housing Action Committee
Selena Brown - Workforce Housing Advocate

Parks and Recreation Commission
John Batson - At-Large

Alex Brown moved to approve. Ms. Becker seconded. Motion carried 6-0.

Adjournment

At 8:04 p.m., Mr. Alfred moved to adjourn. Ms. Becker seconded. Motion carried 6-0.

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor

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

The Town of Hilton Head Island



Gullah/Geechee Nation Appreciation Week Proclamation

WHEREAS, the Town of Hilton Head Island was incorporated in 1983, and Hilton Head Island had an abundant native Gullah/Geechee population at that time, and the Gullah/Geechee have been essential to the cultural fabric of the Hilton Head Island community; and

WHEREAS, the Town of Hilton Head Island has been celebrating Gullah/Geechee contributions by supporting the Gullah/Geechee Nation Appreciation Week since it began, and the theme for this year's celebration is "Hunnuh mus tek cyare de root fa heal de tree." (You must take care of the root to heal the tree.); and

WHEREAS, 2026 marks the 30th anniversary of the Gullah/Geechee Sea Island Coalition, which was founded by St. Helena Island's own, Queen Quet, Chieftess of de Gullah/Geechee Nation, and Queen Quet has led the movement to protect Gullah/Geechee culture, human rights, land and water rights for over four decades, and the Gullah/Geechee Sea Island Coalition was the first organization in world history to have "Gullah/Geechee" in its name; and

WHEREAS, the Gullah/Geechee Sea Island Coalition continues to forward the mission of the Gullah/Geechee Nation and has supported the protection of Gullah/Geechee land and its culture on this Island and throughout Beaufort County.

NOW, THEREFORE, I, Alan R. Perry, Mayor of the Town of Hilton Head Island, South Carolina, do hereby proclaim July 26th – August 2nd, 2026 as "Gullah/Geechee Nation Appreciation Week" and I encourage our citizens to participate in celebrating this week by supporting events and activities happening locally and throughout the region.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed on this 14th day of July, in the year of our Lord, two thousand and twenty-six.

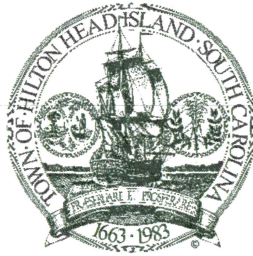


Alan R. Perry, Mayor

Attest:

Kimberly Gammon, Town Clerk

The Town of Hilton Head Island



Parks and Recreation Month Proclamation

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the Town of Hilton Head Island; and

WHEREAS, parks and recreation promotes health and wellness, improving physical and mental health by increasing cognitive performance and well-being and alleviating illness such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for sports, hiking trails, swimming pools and other activities that promote a healthy lifestyle; and

WHEREAS, parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses and is fundamental to the environmental well-being of our community and;

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month and that the Town of Hilton Head Island recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, Alan R. Perry, Mayor of the Town of Hilton Head Island, South Carolina, do hereby proclaim July as Parks and Recreation Month in the Town of Hilton Head Island.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed on this 14th day of July, in the year of our Lord, two thousand and twenty six.



Alan R. Perry, Mayor

Attest:

Kimberly Gammon, Town Clerk



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Mayor Alan R. Perry & Town Council Members
FROM: Ben Brown, Assistant Town Manager – Strategic Initiatives
CC: Marc Orlando, ICMA-CM, Town Manager
Zenos Morris, Director of the Built Environment
Brittany Ward, Town Attorney
DATE: July 14, 2026
SUBJECT: Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Long-Term Lease of Real Property Owned by the Town of Hilton Head Island, South Carolina, to St. James Baptist Church, a South Carolina Nonprofit Corporation; and the Reconveyance of Real Property to Be Owned by the Town of Hilton Head Island to St. James Baptist Church, under the Terms of a Contract Authorized on June 9, 2026; and Providing for Severability and an Effective Date.

RECOMMENDATION:

Town Council is requested to consider the Second Reading approval of an Ordinance authorizing:

1. The execution of a long-term lease of real property owned by the Town of Hilton Head Island to St. James Baptist Church, a South Carolina nonprofit corporation; and
2. The potential reconveyance of real property to St. James Baptist Church under the terms of a Contract authorized on June 9, 2026, subject to the conditions set forth therein.

Because the Town is leasing property to St. James, and because of the possibility of a reconveyance of the property, an Ordinance is required under S. C. Code Ann. § 5-7-40 (Supp. 2025) and § 2-7-20, Municipal Code of the Town of Hilton Head Island, South Carolina, (1983).

BACKGROUND:

St. James Baptist Church is a historic and culturally significant institution with deep roots in the heritage of Hilton Head Island. The current mitigation effort is associated with the Hilton Head Island Airport expansion and is intended to facilitate the relocation of the church and the Cherry Hill School, both of which are currently located within the Runway Protection Zone and in close proximity to the airport runway.

The relocation project includes construction of a new church facility and the physical relocation of the Cherry Hill School to a newly acquired site outside of the Runway Protection Zone.

To support this effort, the Town, Beaufort County, and St. James Baptist Church have collaborated on a coordinated strategy involving the acquisition, lease, and conveyance of property to achieve mutually beneficial public outcomes.

SUMMARY OF ST. JAMES BAPTIST CHURCH PROPERTY AND TERMS:

St. James Baptist Church Property

- Zoning:
 - ✓ Light Commercial (LC) – Church Property (209 Dillon Road)
 - ✓ Low to Moderate Density Residential (RM-4) – Cherry Hill School Property (210 Dillon Road)
- Total Acreage: 1.70 acres
 - ✓ Church Site: 1.11 acres
 - ✓ Cherry Hill School Site: 0.59 acres
- Appraised Value: \$1,290,000

PROPOSED CONVEYANCE TERMS:

The proposed Town to Beaufort County transaction is one of three related transactions that will result in the relocation of the St. James Baptist Church and the Cherry Hill School. This is the outline of the three transactions that are proposed:

1. St. James to Town: St. James will sell the existing St. James Baptist Church property at the corner of Beach City and Dillon Roads to the Town for a purchase price of \$1,290,000. The St. James to Town Contract includes five additional agreements:
 - (a) The net proceeds (the purchase price less St. James' closing costs) will be placed into escrow and utilized to pay costs of the construction of a new church building and fellowship hall and moving the Cherry Hill School structure to the new site. Use and payment of the funds is governed by a Construction Escrow and Reverter Agreement to be made by the Town, St. James, and Beaufort County, which is described below.
 - (b) At the closing of the St. James to Town sale, St. James and the Town will enter into a lease to allow St. James to occupy the existing church building while the new church facilities are being built. The lease calls for nominal rent during the lease. St. James is responsible for all expenses related to the property during the lease term and is responsible for the maintenance of the building.
 - (c) At the end of the lease, St. James will convey all of the furniture, fixtures and equipment remaining in the existing church structure to the Town. The proposed contract allows St. James to take any of the furniture, fixtures, and equipment, including the windows, that it wishes to keep and use in the new facilities, but anything that it does not take will be conveyed to the Town. Once the lease is ended and St. James has moved to the new facilities, the structure and whatever is left in it will be demolished and disposed of.
 - (d) There is an agreement regarding artifacts that have been found on the existing St. James property, and which may be found in the future. The proposed agreement makes the Town the owner of the artifacts and makes St. James the curator of the artifacts. St. James is obligated to display the artifacts, and that such will be available to the public. At such time as St. James ceases to operate, or a successor church

takes over the congregation; the Town becomes the custodian and curator of the artifacts. In such case, The Town is obligated to display the artifacts, and that such will be available to the public.

- (e) St. James acknowledges that the property on which the new facilities will be built will be subject to a declaration of covenants that restricts the uses to which the property can be put. The use restriction limits the use of the new property to (1) religious uses, meaning churches, mosques, synagogues, and temples, and the accessory use of a fellowship hall, and related religious activities, including, without limitation, the operation of the St. James soup kitchen, and the hosting of community events, in the Cherry Hill School; and (2) Public and government uses.

The proposed contract includes a requirement that once St. James has vacated the property, the Town will erect a commemorative sign on the property regarding St. James Baptist Church. The sign will use the Town's historic marker style sign, and the Town will work with St. James to create the text.

2. Town to Beaufort County: The Town will sell the 4.667 acre property on Union Cemetery Road to Beaufort County for nominal consideration, meaning one dollar. The proposed Town and Beaufort County contract includes two additional agreements:

- (a) Simultaneous with the conveyance of the 4.667 acres to Beaufort County, the Town will record a declaration of covenants that will restrict the use of the 4.667 - acres to (1) religious uses, meaning churches, mosques, synagogues, and temples, and the accessory use of a fellowship hall, and related religious activities, including, without limitation, the operation of the St. James soup kitchen, and the hosting of community events, in the Cherry Hill School; and (2) Public and government uses.
- (b) Following the transfer of the 4.667 acres to Beaufort County, it will oversee the construction of the new church building and fellowship hall, using a variety of funds as follows:

(i)	St. James Construction Escrow Money (estimate)	\$ 1,290,000
(ii)	South Carolina Funding (Design & Construction)	\$ 4,000,000
(iii)	South Carolina Funding (fellowship hall)	\$ 750,000
(iv)	Town and Beaufort County grant	\$ 300,000
(v)	Beaufort County General Obligation Bond	\$ 3,500,000

Under the proposed contracts, and the proposed Construction Escrow and Reverter Agreement, funds will be used in the order set out above. The initial budget for planning, due diligence, soft costs and construction of the new facilities and the relocation of the Cherry Hill School is \$ 9,840,000.

3. Beaufort County to St. James: Following completion of the new facilities and the relocation of the Cherry Hill School, Beaufort County will convey the property to St. James for nominal consideration, meaning \$10.00. The conveyance of the property to St. James will be subject to the declaration of covenants described in Paragraph 1(e) and 2(a) above.

Both proposed contracts include text regarding a contingency related to Beaufort County's adoption of Ordinances authorizing the conveyance of the 4.667 acres to St. James Baptist Church, and the adoption of an ordinance authorizing the Three Million Five Hundred Thousand General Obligation Bond described in 2(b) above. If the contingencies are not met, the transactions will be undone, and the properties reconveyed. We are advised that the contingencies will have been met by Beaufort County at or before Council's consideration of this Ordinance.

SUMMARY OF SCHEDULE:

- Town Council - First Reading: June 9, 2026 (*Approved*)
- Town Council - Second Reading: July 14, 2026
- Commence Construction: Fourth Quarter 2026
- Substantial Completion of Project: First Quarter 2028

CONCLUSION:

Town Council is requested to consider approval of an Ordinance authorizing:

1. The execution of a long-term lease of Town-owned property to St. James Baptist Church; and
2. The potential reconveyance of property to St. James Baptist Church if Beaufort County is unable to complete the relocation project, with reimbursement to the Town in the amount of \$1,290,000, consistent with the terms of the governing agreements.

ATTACHMENTS:

1. St. James Property Map
2. Ordinance for Long Term Lease – St. James Baptist Church

Address	209 / 210 Dillon Road
PIN	R510 005 000 0015 0000
Acres	1.7 Total Acres
Zoning	Refer to map
Asking Price	\$1.29 Million
Appraisal	\$1.29 Million Average Based on two appraisals

Town-Owned Property

Parcels

Subject Property



Ordinance 2026-____

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE LONG TERM LEASE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO ST. JAMES BAPTIST CHURCH, A SOUTH CAROLINA NONPROFIT CORPORATION; AND THE RECONVEYANCE OF REAL PROPERTY TO BE OWNED BY THE TOWN OF HILTON HEAD ISLAND, TO ST. JAMES BAPTIST CHURCH, UNDER THE TERMS OF A CONTRACT AUTHORIZED ON JUNE 9, 2026; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT ORDERED AND ORDAINED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE TOWN COUNCIL AS FOLLOWS.

Section 1. Findings and Conclusions.

(a) On June 9, 2026, the Town Council authorized the execution and delivery of a Contract (the “Contract”) between the Town of Hilton Head Island, South Carolina (the “Town”), and St. James Baptist Church, A South Carolina Nonprofit Corporation (“St. James”). The findings and authorizations in the June 9, 2026, Resolution, and the terms of the Contract are incorporated herein by reference.

(b) Under the terms and conditions of the Contract:

(i) the Town is obligated to purchase 1.70 acres of improved real property from St. James (the “Property”);

(ii) St. James is the is obligated to commit the proceeds from the sale to the cost of the construction of a new church sanctuary and fellowship hall and the relocation of the Cherry Hill School to Property that will be owned by Beaufort County, South Carolina;

(iii) the Town is obligated to lease the Property back to St. James during the period of the construction of the new church sanctuary and fellowship hall; and,

(iv) the Town is obligated to re-convey the Property to St. James on the occurrence of certain events as are described in the Contract, and in the contract between the Town and Beaufort County, South Carolina described in Section 1(f) below;

all as is described in the terms and conditions of the Contract.

(c) The purpose of the Contract is to facilitate the relocation of St. James Baptist Church, including the Cherry Hill School building, which are currently located in the “Runway Protection Zone” and in close proximity to the runway of the Hilton Head Island Airport, to an area outside of the Runway Protection Zone of the Hilton Head Island Airport.

(d) The current location of the St. James Baptist Church and the Cherry Hill School building in the Runway Protection Zone and their proximity to the runway of the Hilton Head Island Airport have been identified as a public safety concern for both the St. James Baptist Church and the users of Hilton Head Island Airport, and noise concerns for the St. James Baptist Church.

(e) St. James Baptist Church was founded in the year 1886, and it is a historic church that has long provided the community with both church and community services, utilizing both the existing church sanctuary and the Cherry Hill School building, and St. James Baptist Church is an important historic, cultural and community institution in the Town.

(f) The Contract is one of three separate contracts that have been made to facilitate the relocation of St. James Baptist Church. In addition to the Contract, there is a contract between the Town and Beaufort County, South Carolina, providing for the conveyance of 4.667 acres to Beaufort County, South Carolina, and the construction of a new church sanctuary and fellowship hall and the relocation of the Cherry Hill School building. There

is also a contract between the County and St. James Baptist Church providing for the transfer of the Property, along with the new church sanctuary and fellowship hall; on completion of new church sanctuary and fellowship hall and the re-location of the Cherry Hill School building to the Property. The Contract and the contracts described in this Section 1(f) represent a compromise made by the Town, St. James and Beaufort County, South Carolina, without resort to eminent domain. The terms of the Contracts described in this Section 1(d) are incorporated herein by reference.

(g) Beaufort County has previously adopted Ordinance 26-18 and Ordinance 26-19 authorizing the Contract, the completion of the construction of the new church sanctuary and relocation of the Cherry Hill School building and the transfer of the property to St. James Baptist Church on completion of new church sanctuary and fellowship hall and the re-location of the Cherry Hill School building to the Property.

(h) The 4.667 acre property that is the subject of the contracts described in section 1(d) above is outside of the Runway Protection Zone of the Hilton Head Island Airport, and is suitable and desirable for the relocation of St. James Baptist Church and the Cherry Hill School. This location addresses the public safety concerns described in Section 1(c) and 1(d) above.

(i) The relocation of the St. James Baptist Church and the Cherry Hill School building serves the valid public purposes of improving safety at the Hilton Head Island Airport and the preservation of a historic and significant community institution in the Town.

(j) For the reasons stated above, the Town finds that the lease of Town owned property to St. James, and the reconveyance of the Property to St. James on the occurrence of the events described in the Contract and in the contract between the Town and Beaufort County described in Section 1(f) above, are in the best interests of the Town,

and will promote the health, safety and welfare of the Town's citizens, residents, property owners and business owners.

(k) S. C. Code Ann. § 5-7-40 (Supp. 2025) and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina*, (1983), require that any lease, conveyance or granting of an interest in real property owned by the Town of Hilton Head Island, South Carolina, must be authorized by Ordinance.

Section 2. Authority to Lease and to Transfer the Property.

(a) Under the authority of S. C. Code Ann. § 5-7-40 (Supp. 2025), and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina*, (1983), the Town is authorized to Lease the Property to St. James under the terms and conditions of the Contract.

(b) Under the authority of S. C. Code Ann. § 5-7-40 (Supp. 2025), and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina*, (1983), the Town is authorized to re-convey the Property to St. James on the occurrence of certain events as are described in the Contract, and in the contract between the Town and Beaufort County, South Carolina described in Section 1(d) above.

(c) The Mayor and Town Manager are authorized to execute and deliver the Lease of the Property to St. James, under the terms and conditions of the Contract.

(d) The Mayor and Town Manager are authorized to execute and deliver the Deed and other documents required to re-convey the Property to St. James on the occurrence of certain events as are described in the Contract, and in the contract between the Town and Beaufort County, South Carolina described in Section 1(d) above.

(e) The Mayor and Town Manager are authorized to take all other and further actions as may be necessary to complete the action authorized in (a), (b), (c) and (d) above.

Section 3. Severability.

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

Section 4. Effective Date.

This Ordinance shall be effective on the date of its adoption by the Town Council for the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS 14th DAY OF JULY, 2026.

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany Ward

First Reading: June 9, 2026.

Second Reading: _____



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Mayor Alan R. Perry & Town Council Members
FROM: Ben Brown, Assistant Town Manager – Strategic Initiatives
CC: Marc Orlando, ICMA-CM, Town Manager
Zenos Morris, Director of the Built Environment
Brittany Ward, Town Attorney
DATE: July 14, 2026
SUBJECT: Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Conveyance of Real Property Owned by the Town of Hilton Head Island, South Carolina, to Beaufort County, South Carolina, under the Terms of a Contract Authorized on June 9, 2026; and Providing for Severability and an Effective Date.

RECOMMENDATION:

Town Council is requested to consider the Second Reading approval of an Ordinance authorizing the conveyance of approximately 4.667 acres of Town-owned property located on Union Cemetery Road to Beaufort County, South Carolina, under the terms and conditions of the Contract authorized by Town Council on June 9, 2026, and to take all actions necessary to complete the transaction described therein. Because the Town is conveying property to Beaufort County, an Ordinance is required under S. C. Code Ann. § 5-7-40 (Supp. 2025) and § 2-7-20, Municipal Code of the Town of Hilton Head Island, South Carolina, (1983).

BACKGROUND:

St. James Baptist Church is a historic and culturally significant institution with deep roots in the heritage of Hilton Head Island. The current mitigation effort is associated with the Hilton Head Island Airport expansion and is intended to facilitate the relocation of the church and the Cherry Hill School, both of which are currently located within the Runway Protection Zone and in close proximity to the airport runway.

The relocation project includes construction of a new church facility and the physical relocation of the Cherry Hill School to a newly acquired site outside of the Runway Protection Zone.

To support this effort, the Town, Beaufort County, and St. James Baptist Church have collaborated on a coordinated strategy involving the acquisition and conveyance of property to achieve mutually beneficial public outcomes.

SUMMARY OF TOWN-OWNED PROPERTY – UNION CEMETERY ROAD:

- Zoning: Planned Development (PD-1)
- Total Acreage: 4.667 acres
- Appraised Value: \$2,750,000

PROPOSED CONVEYANCE TERMS:

The proposed Town to Beaufort County transaction is one of three related transactions that will result in the relocation of the St. James Baptist Church and the Cherry Hill School. This is the outline of the three transactions that are proposed:

1. St. James to Town: St. James will sell the existing St. James Baptist Church property at the corner of Beach City and Dillon Roads to the Town for a purchase price of \$1,290,000.00. The St. James to Town Contract includes five additional agreements:
 - (a) The net proceeds (the purchase price less St. James' closing costs) will be placed into escrow and utilized to pay costs of the construction of a new church building and fellowship hall and moving the Cherry Hill School structure to the new site. Use and payment of the funds is governed by a Construction Escrow and Reverter Agreement to be made by the Town, St. James, and Beaufort County, which is described below.
 - (b) At the closing of the St. James to Town sale, St. James and the Town will enter into a lease to allow St. James to occupy the existing church building while the new church facilities are being built. The lease calls for nominal rent during the lease. St. James is responsible for all expenses related to the property during the lease term and is responsible for the maintenance of the building.
 - (c) At the end of the lease, St. James will convey all of the furniture, fixtures and equipment remaining in the existing church structure to the Town. The proposed contract allows St. James to take any of the furniture, fixtures, and equipment, including the windows, that it wishes to keep and use in the new facilities, but anything that it does not take will be conveyed to the Town. Once the lease is ended and St. James has moved to the new facilities, the structure and whatever is left in it will be demolished and disposed of.
 - (d) There is an agreement regarding artifacts that have been found on the existing St. James property, and which may be found in the future. The proposed agreement makes the Town the owner of the artifacts and makes St. James the curator of the artifacts. St. James is obligated to display the artifacts, and that such will be available to the public. At such time as St. James ceases to operate, or a successor church takes over the congregation, the Town becomes the custodian and curator of the artifacts. In such case, The Town is obligated to display the artifacts, and that such will be available to the public.
 - (e) St. James acknowledges that the property on which the new facilities will be built will be subject to a declaration of covenants that restricts the uses to which the property can be put. The use restriction limits the use of the new property to (1) religious uses, meaning churches, mosques, synagogues, and temples, and the accessory use of a fellowship hall, and related religious activities, including, without limitation, the operation of the St. James soup kitchen, and the hosting of community events, in the Cherry Hill School; and (2) Public and government uses.

The proposed contract includes a requirement that once St. James has vacated the property, the Town will erect a commemorative sign on the property regarding St. James Baptist Church. The sign will use the Town's historic marker style sign, and the Town will work with St. James to create the text.

2. Town to Beaufort County: The Town will sell the 4.667 acre property on Union Cemetery Road to Beaufort County for nominal consideration, meaning one dollar. The proposed Town and Beaufort County contract includes two additional agreements:

- (a) Simultaneous with the conveyance of the 4.667 acres to Beaufort County, the Town will record a declaration of covenants that will restrict the use of the 4.667 acres to (1) religious uses, meaning churches, mosques, synagogues, and temples, and the accessory use of a fellowship hall, and related religious activities, including, without limitation, the operation of the St. James soup kitchen, and the hosting of community events, in the Cherry Hill School; and (2) Public and government uses.
- (b) Following the transfer of the 4.667 acres to Beaufort County, it will oversee the construction of the new church building and fellowship hall, using a variety of funds as follows:
 - (i) St. James Construction Escrow Money (estimate) \$ 1,290,000
 - (ii) South Carolina Funding (Design & Construction) \$ 4,000,000
 - (iii) South Carolina Funding (fellowship hall) \$ 750,000
 - (iv) Town and Beaufort County grant \$ 300,000
 - (v) Beaufort County General Obligation Bond \$ 3,500,000

Under the proposed contracts, and the proposed Construction Escrow and Reverter Agreement, funds will be used in the order set out above. The initial budget for the planning, due diligence, soft costs and construction of the new facilities and the relocation of the Cherry Hill School is \$ 9,840,000.00.

3. Beaufort County to St. James: Following completion of the new facilities and the relocation of the Cherry Hill School, Beaufort County will convey the property to St. James for nominal consideration, meaning \$10.00. The conveyance of the property to St. James will be subject to the declaration of covenants described in Paragraph 1(e) and 2(a) above.

Both proposed contracts include text regarding a contingency related to Beaufort County's adoption of Ordinances authorizing the conveyance of the 4.667 acres to St. James Baptist Church, and the adoption of an ordinance authorizing the Three Million Five Hundred Thousand General Obligation Bond described in 2(b) above. If the contingencies are not met, the transactions will be undone, and the properties reconveyed. We are advised that the contingencies will have been met by Beaufort County at or before Council's consideration of this Ordinance.

BENEFITS OF THE TOWN'S CONVEYANCE OF PROPERTY:

- Supports the continued presence of a historically and culturally significant congregation within the community.
- Provides a suitable site outside of the airport's Runway Protection Zone, improving long-term safety and compatibility with airport operations.
- Maintains continuity of an important cultural and civic institution, including preservation of the Cherry Hill School.
- Advances the goals of the Town's Strategic Plan and Comprehensive Plan.
- Enables the Town to guide the future use of the existing church property in a manner consistent with community objectives.
- Provides opportunities for appropriate restrictive covenants and long-term compatibility with surrounding land uses.
- Reflects a coordinated partnership among the Town, Beaufort County, and St. James Baptist Church to achieve shared public outcomes.

SUMMARY OF SCHEDULE:

- Town Council - First Reading: June 9, 2026 (*Approved*)
- Town Council - Second Reading: July 14, 2026
- Commence Construction: Fourth Quarter 2026
- Substantial Completion of Project: First Quarter 2028

CONCLUSION:

Town Council is requested to consider approval of an Ordinance authorizing the conveyance of approximately 4.667 acres of Town-owned property located on Union Cemetery Road to Beaufort County in support of the Hilton Head Island Airport mitigation and relocation effort involving St. James Baptist Church and the Cherry Hill School.

ATTACHMENTS:

1. Mid Island Tract – Property Map
2. Ordinance and Contract for Purchase and Sale – Beaufort County
3. Site Plan

Address	TBD
PIN	TBD
Acres	4.67 Acres
Zoning	Planned Development (PD-1)
Appraisal	\$2.75 million

Town-Owned Property

Parcels

Proposed Site



Ordinance 2026-____

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO BEAUFORT COUNTY, SOUTH CAROLINA, UNDER THE TERMS OF A CONTRACT AUTHORIZED ON JUNE 9, 2026; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT ORDERED AND ORDAINED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE TOWN COUNCIL AS FOLLOWS.

Section 1. Findings and Conclusions.

(a) On June 9, 2026, the Town Council authorized the execution and delivery of a Contract (the “Contract”) between the Town of Hilton Head Island, South Carolina (the “Town”), and Beaufort County, South Carolina (the “County”). The findings and authorizations in the June 9, 2026, Resolution, and the terms of the Contract are incorporated herein by reference.

(b) Under the terms and conditions of the Contract, the Town is obligated to transfer 4.667 acres of real property owned by the Town to the County (the “Property”); and the County is obligated to oversee the construction of a new church sanctuary and fellowship hall on the Property and the relocation of the Cherry Hill School to the Property, all as is described in the Contract.

(c) The purpose of the transfer the Property to the is to facilitate the relocation of St. James Baptist Church, including the Cherry Hill School building, which are currently located in the “Runway Protection Zone” and in close proximity to the runway of the Hilton Head Island Airport, to an area outside of the Runway Protection Zone of the Hilton Head Island Airport.

(d) The current location of the St. James Baptist Church and the Cherry Hill School building in the Runway Protection Zone and their proximity to the runway of the Hilton Head Island Airport have been identified as a public safety concern for both the St. James Baptist Church and the users of Hilton Head Island Airport, and noise concerns for the St. James Baptist Church.

(e) St. James Baptist Church was founded in the year 1886, and it is a historic church that has long provided the community with both church and community services, utilizing both the existing church sanctuary and the Cherry Hill School building, and St. James Baptist Church is an important historic, cultural and community institution in the Town.

(f) The Contract is one of three separate contracts that have been made to facilitate the relocation of St. James Baptist Church. In addition to the Contract, there is a contract between the Town and St. James Baptist Church, providing for the purchase and sale of the existing St. James Baptist Church property, with proceeds from the sale being committed to the cost of the construction a new church sanctuary and fellowship hall on the Property. There is also a contract between the County and St. James Baptist Church providing for the transfer of the Property, along with the new church sanctuary and fellowship hall; on completion of new church sanctuary and fellowship hall and the relocation of the Cherry Hill School building to the Property. The Contract and the contracts described in this Section 1(f) represent a compromise made by the Town, St. James and Beaufort County, South Carolina, without resort to eminent domain. The terms of the Contracts described in this Section 1(f) are incorporated herein by reference.

(g) Beaufort County has previously adopted Ordinance 26-18 and Ordinance 26-19 authorizing the Contract, the completion of the construction of the new church sanctuary and relocation of the Cherry Hill School building and the transfer of the property to St.

James Baptist Church on completion of new church sanctuary and fellowship hall and the re-location of the Cherry Hill School building to the Property.

(h) The Property is outside of the Runway Protection Zone of the Hilton Head Island Airport, and is suitable and desirable for the relocation of St. James Baptist Church and the Cherry Hill School. This location addresses the public safety and noise concerns described in Section 1(c) and 1(d) above.

(i) The relocation of the St. James Baptist Church and the Cherry Hill School building under the terms and conditions of the Contract and the contracts described in Section 1(f) above, serves the valid public purposes of improving safety at the Hilton Head Island Airport; the preservation of a historic and significant community institution in the Town.

(j) For the reasons stated above, the Town finds that the transfer of the Property to the County is in the best interests of the Town, and will promote the health, safety and welfare of the Town's citizens, residents, property owners and business owners.

(k) S. C. Code Ann. § 5-7-40 (Supp. 2025) and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina*, (1983), require that any lease, conveyance or granting of an interest in real property owned by the Town of Hilton Head Island, South Carolina, must be authorized by Ordinance.

Section 2. Authority to Transfer the Property.

(a) Under the authority of S. C. Code Ann. § 5-7-40 (Supp. 2025), and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina*, (1983), the Town is authorized to transfer the Property to the County under the terms and conditions of the Contract.

(b) The Mayor and Town Manager are authorized to execute and deliver the Deed and other documents for the purpose of transferring the Property to the County, under the terms and conditions of the Contract.

(c) The Mayor and Town Manager are authorized to take all other and further actions as may be necessary to complete the action authorized in (a) and (b) above.

Section 3. Severability.

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

Section 4. Effective Date.

This Ordinance shall be effective on the date of its adoption by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE
TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS 14th DAY
OF JULY, 2026.**

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany Ward

First Reading: June 9, 2026.

Second Reading: _____

[illegible]

ST. JAMES BAPTIST CHURCH
HILTON HEAD ISLAND
SITE DEVELOPMENT

SITE PLAN

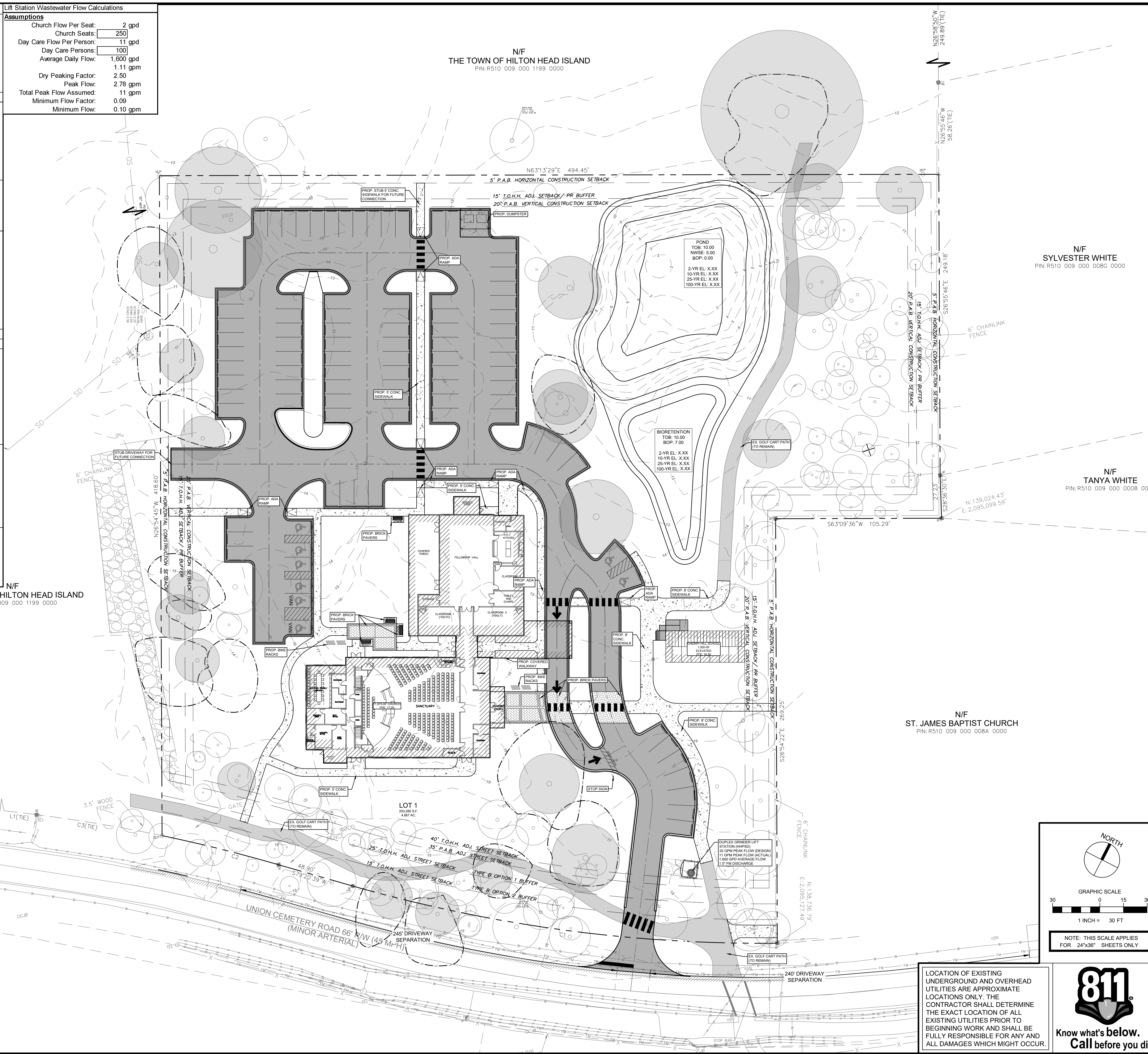
DATE: DECEMBER 5, 2024

DESIGNED BY: CCV
DRAWN BY: CCV
CHECKED BY: CRH
JOB NUMBER: SC4671-2401

SHEET NO.

C3.00

Lift Station Wastewater Flow Calculations	
Assumptions	
Church Flow Per Seat:	2 gpd
Church Seats:	250
Day Care Flow Per Person:	11 gpd
Day Care Persons:	100
Average Daily Flow:	1,600 gpd
	1.11 gpm
Dry Peaking Factor:	2.50
Peak Flow:	2.78 gpm
Total Peak Flow Assumed:	11 gpm
Minimum Flow Factor:	0.09
Minimum Flow:	0.10 gpm



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.
Call before you dig



TOWN OF HILTON HEAD ISLAND

TO: Mayor and Council
FROM: Angie Stone, Assistant Town Manager
CC: Marc Orlando, Town Manager
DATE: July 14, 2026
SUBJECT: A Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the execution and delivery of a sponsorship agreement for the Town of Hilton Head Island Jam 2026 Songwriter Festival and other matters related thereto

BACKGROUND:

Hilton Head Island Jam Entertainment, LLC (HHIJE), produced the Hilton Head Island Jam Songwriter Festival in 2023, 2024, and 2025. The Town of Hilton Head Island has provided sponsorship funding for each of these events.

HHIJE has submitted a proposal and budget to produce Hilton Head Island Jam 2026 Songwriter Festival (Attachments 1 & 2).

RECOMMENDATION:

Consideration of A Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the execution and delivery of a sponsorship agreement for the Town of Hilton Head Island Jam 2026 Songwriter Festival and other matters related thereto (Attachment 3).

NEXT STEPS:

If approved, the sponsorship agreement (Exhibit A) of Attachment 3 will be executed.

ATTACHMENTS:

1. Sponsorship proposal.
2. Budget for the 2026 event.
3. Resolution approving sponsorship.
 - a. Exhibit A – Sponsorship agreement.



May 5 2026

Marc Orlando; Town Manager Hilton Head Island

Based on our outstanding experience in producing the Hilton Head Island Jam 2023, 2024 and 2025 Songwriter Festival in your town, I am writing to propose that the Town of Hilton Head Island again partner with us to produce the Hilton Head Island Jam 2026 Songwriter Festival. A detailed proposal of the event and the Town's participation in making the 2026 event a reality follows.

Hilton Head Island Jam, LLC (HHIJ, LLC) will produce Hilton Head Island Jam 2026 Songwriter Festival (HHIJSF) at various venues around Hilton Head Island September 17th– 20th, 2026.

The 2025 HHIJSF was well-attended and garnered very favorable response from residents, visitors, and local businesses. The benefits the Town of Hilton Head Island experienced as a result of this event included:

- An influx of spectators from around the country.
- Economic benefit to local businesses.
- World class entertainers performing at a variety of venues around the Island.
- Exposure of local artists to broader audiences and music industry executives.
- 2 headliner concerts in the park with free admission.
- Heightened community morale.

HHIJ, LLC is requesting that the Town of Hilton Head Island commit to a \$250,000 sponsorship for the 2026 event. The sponsorship will allow HHIJ, LLC, to contract with artists, venues, and suppliers with confidence while it seeks other sponsorships.

In return for its sponsorship of the 2026 HHIJSF, the Town will receive:

- Two headliner concerts performed at Lowcountry Celebration Park with free general admission.
-

816 MAGNOLIA COURT EAST
NASHVILLE, TN 37221
615-400-3893
hiltonheadislandjam.com



To date, 20 songwriters have committed to participate in the 2026 event, including former performers LOCASH and Jeffrey Steele . In total, there will be an estimated 25 artists performing at 5-7 venues.

Sponsorships have already been secured from the following:

- The Westin Hilton Head Island Resort & Spa
- Beach House Resort HHI
- Platinum Executive Coaches.
- Truist Bank
- The Composer/ Songwriter division of the Grammys
- BMI
- Sound Royalties

With commitment from the Town of Hilton Head Island to a \$250,000 sponsorship, HHIJ, LLC, will proceed with contracting artists, venues, and suppliers, and begin marketing the Hilton Head Island Jam 2026 Songwriter Festival.

Respectfully submitted,

David Preston, Chief Executive Officer Hilton Head Island Jam

816 MAGNOLIA COURT EAST
NASHVILLE, TN 37221
615-400-3893
hiltonheadislandjam.com

ATTACHMENT 2

Category	Amount	
Accounting fees	\$	7,000.00
Website Hosting	\$	5,000.00
Legal Council	\$	5,000.00
Contract Labor	\$	85,000.00
Insurance	\$	7,000.00
Management	\$	60,000.00
Merhcansie	\$	7,000.00
Marketing	\$	13,000.00
Meals/Entertainment	\$	3,500.00
Rentals	\$	12,000.00
Production	\$	75,000.00
Software	\$	1,500.00
Supplies	\$	3,000.00
Transportation	\$	14,000.00
Hotels/Lodging	\$	46,000.00
Airfare	\$	27,000.00
GRAND TOTAL	\$	371,000.00

REVENUES		
VENUE SUPPORT	\$	9,000.00
MISC SPONSORSHIPS	\$	52,000.00
TOWN SPONSORSHIP	\$	250,000.00
TRANSPORTATION SPONSORSHIP	\$	14,000.00
LODGING SPONSORSHIP	\$	46,000.00
GRAND TOTAL	\$	371,000.00

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

**A RESOLUTION OF THE TOWN OF HILTON HEAD ISLAND APPROVING A
SPONSORSHIP AGREEMENT WITH HILTON HEAD ISLAND JAM
ENTERTAINMENT LLC IN SUPPORT OF THE HILTON HEAD ISLAND JAM 2026
SONGWRITER FESTIVAL**

WHEREAS, the Hilton Head Island Jam 2026 Songwriter Festival (“*Festival*”) is a local event that will take place throughout the Town of Hilton Head Island (“*Town*”) on September 17, 2026, through September 20, 2026, featuring song writers of country and pop music; and,

WHEREAS, Hilton Head Island Jam Entertainment, LLC (“*HHI Jam*”) contracts annually with Broadcast Music, Inc. (“*BMI*”) artists to provide live music at various locations across Hilton Head Island for the Festival; and,

WHEREAS, the Town and Hilton Head Island Recreation Association (“*Island Rec*”) previously provided HHI Jam sponsorship funds, services and support in 2023, 2024, and 2025 to produce the Festival which created an influx of spectators from a wide range of areas that resulted in economic benefits to local businesses and the Town; and,

WHEREAS, the Town desires to remain a prominently named sponsor of the Festival and provide support to the Festival to ensure that the Festival continues to provide exposure of local artists to broader audiences and music industry executives, and attract spectators both within and outside of the Town. The Town’s sponsorship will include a monetary contribution in the amount of Two Hundred Fifty Thousand (\$250,000) Dollars; and,

WHEREAS, the Town desires to enter into an agreement substantially similar to the terms and conditions as provided in **Exhibit A**, attached hereto and incorporated herein by reference, for the express purpose of defining the Town’s financial support, Island Rec’s services, and HHI Jam’s responsibilities in organizing and producing the Festival; and,

WHEREAS, the Town Council of the Town of Hilton Head Island has determined that the same benefits will accrue from sponsoring the Festival as in the past, and that the participation of the Town, as a sponsor is in the best interests of the Town and its citizens, residents, and businesses.

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

- (a) The Town Council hereby approves executing and delivering the Hilton Head Island Jam 2026 Songwriter Festival Sponsorship Agreement substantially similar to the agreement provided in Exhibit A, attached hereto and incorporated herein by reference.
- (b) The Mayor and Town Manager are authorized to execute and deliver the Hilton

Head Island Jam 2026 Songwriter Festival Sponsorship Agreement, and to take all other and further actions as are necessary to fulfill the Town's obligations under the terms of the Agreement.

MOVED, APPROVED, AND ADOPTED ON THIS ____ DAY OF _____, 2026.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany Ward, Town Attorney

EXHIBIT “A” TO RESOLUTION APPROVING HILTON HEAD ISLAND JAM 2026
SONGWRITER FESTIVAL SPONSORSHIP AGREEMENT

3. **Term.** This Agreement shall commence on the Effective Date and shall conclude on October 31, 2026; provided, however, that this Agreement is not otherwise terminated prior to that date as further provided for herein. The Festival shall commence on September 17, 2026, and conclude on September 20, 2026.

4. **Termination.**

- a. *Default.* In addition to any other rights of termination set forth in this Agreement, each Party shall have the right to terminate this Agreement if another Party is in default of any term or provision of this Agreement. The non-defaulting party must provide written notice to the defaulting party, and the defaulting party shall have (7) seven calendar days from the date of the notice to cure or correct such default. A party may elect to disregard a default, electing to disregard a default shall not be deemed a waiver of any right or the right to declare a default at a subsequent time or upon reoccurrence of the default.
- b. *Force Majeure.* In the event the Festival or portions of the Festival are cancelled due to inclement weather or another event including but not limited to earthquakes, tornadoes, hurricanes, flood, insurrections, riots, public enemy/terrorist activity, war, epidemics, pandemics, or explosives during the Festival or within thirty (30) days prior to the Festival, then HHI Jam shall have no obligation to refund any portion of the funds paid by Town to that said date *and* the Town shall have no obligation to provide any additional funds to HHI Jam.
- c. *Termination for Convenience.* The Town may terminate this Agreement for convenience. In the event the Town cancels this Agreement for convenience, then HHI Jam shall be entitled to payment as follows:
 - i. 31-60 Days prior to September 18, 2026: 50% of Fee.
 - ii. 16-30 Days prior to September 18, 2026: 75% of Fee.
 - iii. 0-15 Days prior to September 18, 2026: 100% of Fee.

For purposes of this Section:

- i. The Town must give HHI Jam a written notice of the termination for convenience.
- ii. Days means calendar days.
- iii. For the purpose of counting the number of days, the date of the Town's written notice is day 1, and September 17, 2026, is not counted.

5. **Marketing and Promotion.**

- a. *Festival Name and Logo.* The event shall be known as the "Hilton Head Island Jam 2026 Songwriter Festival." As a condition of providing Sponsorship Fees and the services being provided for the Festival, HHI Jam shall cause the Town and Island Rec to be prominently featured in all of its marketing and promotional materials utilizing an official Town logo and Island Rec logo that will be supplied by each Party. Similarly, the Town

and Island Rec agree to only use the marketing or promotional materials provided by HHI Jam, or any other material approved in writing by HHI Jam.

- b. *Content.* The Parties agree that all marketing and promotional materials shall be solely focused on promotion of the Festival.
- c. *Approval of Material.* The Parties agree HHI Jam shall obtain written approval from the Town and Island Rec prior to any marketing or promotional materials being released or distributed to the public whether in print format or online. Online distribution includes, but is not limited to, website advertising, social media pages, or use of an app. Failure to obtain the required written approval shall be considered a default by HHI Jam.
- d. *Sponsorships.* HHI Jam may seek additional sponsorships for the Festival; provided, however, that any additional sponsorships for the Festival shall be limited to established businesses in the Town, businesses related to the music industry, non-profit or volunteer groups providing support to the Festival, and non-profits with a purpose of community involvement, improving quality of life on Hilton Head Island or recreation on Hilton Head Island.

6. Responsibilities of HHI Jam. The Parties agree that HHI Jam shall be solely responsible for facilitating and producing the Festival and is responsible for those items described in this Section.

- a. *Designated Sponsor.* HHI Jam accepts and hereby designates the Town and Island Rec as official sponsors of the Festival pursuant to the terms of this Agreement.
- b. *Festival Minimum Requirements.* HHI Jam will take any and all actions as may be necessary to produce the Festival commencing on September 17, 2026, and concluding on September 20, 2026. The Festival shall, at a minimum, include the following:
 - i. Two headliner concerts performed at the Town's Lowcountry Celebration Park with free general admission to the public. **No tickets may be sold for these concerts; no reservations may be required, issued or sold; and no special (i.e. VIP) access shall be available or sold. No stage sponsorships may be sold for these concerts.**
 - ii. Performances by a minimum of twenty-five (25) artists at a minimum of seven (7) different venues across the Town. The artists, locations, and performance dates will be determined by HHI Jam in its sole discretion so long as the minimum number of artists and venues identified are met. The failure of HHI Jam to secure the minimum number of artists and performance venues described herein shall be deemed a default by HHI Jam.
- c. *Payment of Costs.* HHI Jam is solely responsible for the payment of all costs of the Festival, including the two headliner concerts at Lowcountry Celebration Park, including but not limited to, artists fees, booking fees, accounting and legal fees, scheduling costs,

artist travel, artist care (food and beverages, including the green room area), green room bartending services, Festival insurance, website content/design, Festival mobile app, social media, marketing and advertising (print and digital), Festival production, lighting, sound, stage, power generators, artist and staff transportation costs, and any other expenses associated with HHI Jam's responsibilities as established in this Agreement.

- d. *Admissions.* Tickets, cover charges, VIP passes, or other admission fees to venues, other than for events performed at the Town's Lowcountry Celebration Park, are at the discretion of HHI Jam and the venue. HHI Jam will provide the Town with details on the terms of VIP passes or tickets it sells utilizing the HHI Jam app prior to commencing sales. HHI Jam agrees that the terms will not change once sales have begun.
- e. *Additional Responsibilities.* To the extent that any cost or action shall be necessary to facilitate the Festival which is not otherwise specifically addressed or identified in this Agreement, then such action or cost shall be the sole and exclusive responsibility of HHI Jam to perform, satisfy and pay.
- f. *Public Funds.* The Parties acknowledge and understand that the Sponsorship Fee is the use of public funds. Due to the source of funding, the Parties agree the Town at its sole discretion may request documents related to the use of the Sponsorship Fee provided by the Town. Following receipt of a request for documents, HHI Jam agrees to provide the requested documents within fourteen (14) calendar days. Documents related to the expenditure of funds include but are not limited to agreements, invoices, receipts, and account statements.
- g. *License and Permits.* HHI Jam shall work cooperatively with the Town to obtain all required licenses and permits for the Festival, including but not limited to, a special event permit for the two concerts at Lowcountry Celebration Park. HHI Jam agrees to jointly execute the application or documents associated with a special event permit being obtained by the Town for the two concerts at Lowcountry Celebration Park. HHI Jam shall be solely responsible for ensuring that all vendors, contractors and subcontractors providing goods and services for the Festival shall have the required licenses and permits.
- h. *Insurance.* HH Jam shall obtain insurance with policy limits no less than \$1,000,000 in commercial general liability, special event and any other appropriate policies to cover any and all liability and claims for loss or damage including personal injury, death, property damage or any other loss arising from or connected in any way to the Festival. HHI Jam shall name the Town and Island Rec as additional insured parties in any and all insurance policies and shall provide a copy of all policies to the Town and Island Rec prior to the commencement of the Festival.
- i. *Other Responsibilities.* HHI Jam agrees to be solely responsible for the tasks, services and responsibilities established in Exhibit A attached hereto and incorporated herein by reference.

7. Responsibilities of the Town. The Town shall be solely responsible for those items described in this Section.

- a. *Sponsorship Fee.* Except as is otherwise provided in Section 4 of this Agreement the Town agrees to pay to HHI Jam the sum of Two Hundred and Fifty Thousand (\$250,000) Dollars (“*Sponsorship Fee*”) as follows:
 - i. One Hundred and Fifty Thousand (\$150,000) Dollars of the Sponsorship Fee to be paid no later than August 14, 2026; and
 - ii. One Hundred Thousand (\$100,000) Dollars of the Sponsorship Fee to be paid no later than September 30, 2026.

This Sponsorship Fee is intended to provide for the services established in this Agreement as well as support the operational needs of the Festival. These expenses include, all costs of the Festival, including the two headliner concerts at Island Celebration Park, including but not limited to, artists fees, booking fees, accounting and legal fees, scheduling costs, artist travel, artist care (food and beverages, including the green room), green room bartending services, Festival insurance, website content/design, Festival mobile app, social media, marketing and advertising (print and digital), Festival production, lighting, sound, stage, power generators, artist and staff transportation costs, and any other expenses associated with HHI Jam’s responsibilities as established in this Agreement.

- b. *Marketing.* The Town, as required by Section 5 of this Agreement, agrees to promptly review all marketing material for approval. The Town agrees to distribute the approved print marketing materials (posters and rack cards) and to share digital marketing materials provided by HHI Jam for the Festival.
- c. *Lowcountry Celebration Park Concerts.* The Town will secure, schedule, or cause to occur arrangements for two concerts to be held at Lowcountry Celebration Park and will provide direction to Island Rec for these concerts. In addition to the Sponsor Fee, the Town agrees to pay additional costs and provide services associated with the two headliner concerts at Lowcountry Celebration Park as described in Exhibit A.
- d. *License and Permits.* The Town shall work cooperatively with HHI Jam to obtain all required licenses and permits, including but not limited to, a special event permit for the concerts at Lowcountry Celebration Park. The Town agrees to jointly execute the application or documents associated with a special event permit being obtained by HHI Jam for the concerts at Lowcountry Celebration Park.

8. Responsibilities of Island Rec. Island Rec shall be solely responsible for those items described in this Section.

- a. *Marketing.* Island Rec, as required by Section 5 of this Agreement, agrees to promptly review all marketing material for approval. Island Rec agrees to distribute the approved print marketing materials (posters and rack cards) and to share digital marketing materials provided by HHI Jam for the Festival.

- b. *License and Permits.* Island Rec shall be solely responsible for obtaining the required licenses and permits necessary to fulfill its obligations established in Exhibit A. Island Rec is solely responsible for ensuring any vendors, contractors and subcontractors providing goods or services on behalf of Island Rec for the Festival shall have the required licenses and permits.
 - c. *Insurance.* Island Rec shall obtain Insurance with policy limits of no less than \$1,000,000 in commercial general liability, special event insurance, and any other appropriate policies to cover any and all liability and claims for loss or damage including personal injury, death, property damage or any other loss arising from or connected in any way to the Lowcountry Celebration Park concerts, including the operation of a beer and wine concession by Island Rec. Island Rec shall name the Town and HHI Jam as additional insured parties in any and all insurance policies and shall provide a copy of all policies to the Town and HHI Jam prior to the commencement of the Festival.
 - d. *Lowcountry Celebration Park Concerts.* Island Rec agrees to arrange for the following in connection with the two concerts at Lowcountry Celebration Park: fencing for crowd direction and control, portable restroom facilities for the performers and audience, food trucks and vendors, beer and wine concession, tent and chair rentals, post event cleanup and volunteers to staff the concerts. Island Rec agrees to pay for the cost of providing these services for the two headliner concerts at Lowcountry Celebration Park as established in Exhibit A. The Town will reimburse Island Rec for these costs.
- 9. Indemnification.** HHI Jam agrees to hold harmless and indemnify the Town and Island Rec, its subsidiaries, successors, volunteers, agents, employees, vendors, and assigns from and against any and all claims, damages, lawsuits and expenses including reasonable attorneys' fees, arising out of or resulting from the Festival or any of its related activities, provided that any such claims, damages, loss or expense (1) is attributed to bodily injury or property damage, or (2) is caused in whole or in part by any negligent act or omission of HHI Jam. HHI Jam shall cause the Town and Island Rec to be named as additional insured parties under the commercial liability policy and any other insurance policy obtained for the Festival. The Town can withhold payment of the Sponsorship Fee and Island Rec can withhold services until written proof of required insurance policies is provided.

10. Miscellaneous.

- a. *Notice.* Notice by any Party is deemed given when personally delivered or mailed, postage prepaid, addressed to the other Parties at the address appearing below; or via electronic mail provided that the sending party can show proof of delivery. The Parties acknowledge that the below addresses are accurate as of the Effective Date and in the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing, except that such notice of change of address shall be deemed to have been given only when actually received and acknowledged by receiver.

TOWN OF HILTON HEAD ISLAND:

Marc Orlando, *Town Manager*
One Town Center Court
Hilton Head Island, SC 29928
Email: marco@hiltonheadislandsc.gov

HILTON HEAD ISLAND RECREATION ASSOCIATION:
Leah Arnold, Parks and Recreation Executive Director
20 Wilborn Road
Hilton Head Island, SC 29926
Email: frank.soule@islandreccenter.org

HILTON HEAD ISLAND JAM ENTERTAINMENT, LLC:
David Preston, *Chief Executive Officer*
816 Magnolia Court East
Nashville, TN 37221
Email: davidpreston615@gmail.com

- b. *Severability.* If any clause or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts of this Agreement shall not be affected thereby, unless such invalidity is essential to the rights of both parties in which event either Party shall have the right to terminate this Agreement upon written notice to the other Party.
- c. *Entire Agreement and Counterparts.* This Agreement constitutes the entire agreement of the parties and supersedes all prior written and all contemporaneous oral agreements, understandings, and negotiations between the parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same documents.
- d. *Waiver.* Failure of any party to complain of any act or omission on the part of any other party, no matter how long the same may continue, shall not be deemed to be a waiver by any party of its rights under this Agreement.
- e. *Captions.* The captions used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- f. *Assignment.* This Agreement and any rights herein granted are personal to the parties hereto, and shall not be assigned, sublicensed, encumbered, or otherwise transferred by any party without the prior written consent of the Parties. Any attempt at voluntary assignment, sublicense, encumbrance, or other transfer, whether voluntary or by operation of law, shall be void and of no force and effect.
- g. *Successors and Assigns.* This Agreement shall be binding on the Parties hereto, their successors, assigns and legal representatives.

- h. *Disclosure of Relationship.* Nothing contained in this Agreement, nor any act of the Town shall be deemed or construed by the Parties or by any third person, to create any relationship between the Parties, including, but not limited to, that of employer/employee, third-party beneficiary, principal, agent, limited or general partnership, joint venture or other relationship.
- i. *Authority.* The Parties represent and warrant each to the other that they have all requisite ability, power and authority to perform their obligations under this Agreement.
- j. *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement. All disputes shall be resolved in a court of competent jurisdiction situated in the State of South Carolina.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed as of the Effective Date.

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:**

**HILTON HEAD ISLAND JAM
ENTERTAINMENT, LLC**

By: _____
David Preston
Chief Executive Officer

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:**

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

By: _____
Marc Orlando
Town Manager, ICMA-CM

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:**

**HILTON HEAD ISLAND
RECREATION ASSOCIATION**

By: _____
Leah Arnold
Parks & Recreation Executive Director

Lowcountry Celebration Park Concert Responsibilities

Description	HHI Jam Entertainment, LLC (HHI Jam)	Town of Hilton Head Island (Town)	Hilton Head Island Recreation Association (Island Rec)
Artists – all aspects of selecting, contracting, paying	Solely responsible.	Not applicable.	Not applicable.
BMI Licensing	Not applicable.	Obtains licensing for park concerts.	Not applicable.
Insurance	Overall festival insurance.	Not applicable.	Obtains special event insurance for Lowcountry Celebration Park concerts.
Marketing	Solely responsible for collateral creation, website, social media, festival app, posters, rack cards, radio, print ads.	Assistance with distribution of collateral, post on Town’s social media accounts and website.	Shares Festival Marketing collateral via Rec Center distribution channels.
Merchandise	Solely responsible for creation and sales.	Not applicable.	Not applicable.
Green Room	Solely responsible for stocking, service, and clean-up of beverages, ice, and food.	Not applicable.	Not applicable.
Production (sound, lighting, staging, extra power, stage manager)	Secures, contracts, schedules and pays for all production costs.	Not applicable.	Not applicable.
Event Logistics	- Jointly obtains Special Event Permit for Lowcountry Celebration Park concerts. - Obtains business licenses (HHIJE LLC and artists). - Venue identification, agreement/contract, scheduling, support. - Ticketing/admission for all venues except park concerts (must be free).	- Jointly obtains Special Event Permit for Lowcountry Celebration Park concerts. - Arranges and pays for extra cleaning of park restrooms during concerts. - Schedules and pays for audience shuttles.	- Jointly obtains Special Event Permit for Lowcountry Celebration Park concerts. - Obtains beer/wine license for park concerts. - Contracts vendor for laser light show. - Contracts for restroom trailers (audience and artists). - Contracts for trash & recycling.

		• Contracts for park security (24/7 for 72 hours). • Contracts with Beaufort County Sheriff's Office (if required by security plan).	• Sources and contracts for fencing, tent, chair rentals, as needed.. • Contracts for extra lighting for clean-up. • Sources food trucks and vendors. • Manages beer/wine sales during park concerts. • Schedules park concert volunteers.
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TOWN OF HILTON HEAD ISLAND

Town Council

TO: Mayor Alan R. Perry & Town Council Members
FROM: Ben Brown, Assistant Town Manager – Strategic Initiatives
CC: Marc Orlando, ICMA-CM, Town Manager
Brittany Ward, Town Attorney
DATE: July 14, 2026
SUBJECT: Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Execution and Delivery of an Amendment to the February 10, 2026, Agreement between the Town of Hilton Head Island and BRE Retail Residual Circle Center Owner, LLC, and Authorizing the Completion of the Transaction Described in the Agreement.

BACKGROUND:

The Town owns a parcel of real property located at 72 Pope Avenue, identified as Parcel 65C (former Wild Wing Café site), collectively hereinafter the “**Town Property**”. The parcel adjacent to the Town Property is commercial property commonly known as Circle Center, and is owned by BRE Retail Residual Circle Center Owner, LLC (“**BRE**”), collectively hereinafter the “**BRE Property**”.

On February 10, 2026, Town Council adopted a resolution authorizing an agreement between the Town and BRE. The February 10, 2026, agreement required Town Council to take certain actions no later than March 10, 2026. Specifically, Town Council was required to consider and approve an ordinance amending easements and covenants on the Town Property and BRE Property.

The ordinance referenced in the Agreement was not placed on the March 10, 2026, Town Council agenda for its consideration. As a result, the contingency requirement was not met.

The proposed amendment to the February 10, 2026, Agreement revises the contingency and closing dates to align with the anticipated second reading of the ordinance on August 11, 2026, and to allow sufficient time to complete the transaction thereafter.

RECOMMENDATION:

Town Council is requested to consider approval of a Resolution authorizing the execution and delivery of an amendment to the February 10, 2026, agreement between the Town of Hilton Head Island and BRE.

NEXT STEPS:

Approve/Disapprove the Resolution of the Town of Hilton Head Island Authorizing the Execution and Delivery of an Amendment to February 10, 2026, Agreement between the Town of Hilton Head Island and BRE and Authorizing the Completion of the Transaction Described in the Agreement.

ATTACHMENTS:

1. Property Map
2. Resolution & Amendment to February 10, 2026, Agreement

Easements

Access

Parking and Access

Sign

Public Parking Signs

Other Town-Owned Property

Parcels



THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

**A RESOLUTION OF THE TOWN OF HILTON HEAD ISLAND AUTHORIZING THE
EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEBRUARY 10, 2026,
AGREEMENT BETWEEN THE TOWN OF HILTON HEAD ISLAND AND BRE
RETAIL RESIDUAL CIRCLE CENTER OWNER, LLC, AND AUTHORIZING THE
COMPLETION OF THE TRANSACTION DESCRIBED IN THE AGREEMENT**

WHEREAS, on February 10, 2026, the Town Council adopted a Resolution authorizing the execution and delivery of an “Agreement regarding Easements, Covenants and Non-Disturbance Non-Competition Agreement” (the “*Agreement*”) by and between the Town of Hilton Head Island, South Carolina (the “*Town*”) and BRE Retail Residual Circle Center Owner, LLC (“*BRE*”), and the completion of the transaction described in the Agreement; and,

WHEREAS, the Agreement was executed by the Town and BRE on February 10, 2026. The Agreement required the Town to take certain actions no later than March 10, 2026, but those actions were not completed by the Town; and,

WHEREAS, the Town and BRE have agreed to amend the Agreement to extend the deadlines for performance of the required actions, including but not limited to, Town Council considering approval of an ordinance amending the easements and covenants on Town owned property; and,

WHEREAS, the Town Council finds that the proposed amendment to the Agreement is in the best interests of the Town, and will promote the health, safety and welfare of the Town’s citizens, residents, property owners, and business owners.

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

1. The Mayor and Town Manager are hereby authorized to execute the proposed “Amended Agreement Regarding Easements, Covenants and Non-Disturbance Non-Competition Agreement” between The Town of Hilton Head Island, South Carolina, and BRE Retail Residual Circle Center Owner, LLC, a copy of which is attached hereto as Exhibit “A.”
2. The Mayor and Town Manager are hereby authorized to take all other and further actions as may be necessary to complete the transaction described in the amended Agreement.

MOVED, APPROVED, AND ADOPTED ON THIS ____ DAY OF _____, 2026.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany Ward, Town Attorney

STATE OF SOUTH CAROLINA) AMENDED AGREEMENT REGARDING
) EASEMENTS, COVENANTS, AND
) NON-DISTURBANCE
COUNTY OF BEAUFORT) NON-COMPETITION AGREEMENT

This Amended Agreement regarding Easements, Covenants and Non-Disturbance Non-Competition Agreement (herein, the “Agreement”) is made by and between BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) and the Town of Hilton Head Island, South Carolina (herein, the “Town”), on this ____ Day of July, 2026.

For and in consideration of the sum of Ten and no/100 (\$10.00) Dollars each to the other paid at and before the execution and delivery of this Agreement, and the full and faithful performance of the obligations of the parties set out in this Agreement, the receipt and sufficiency of which is acknowledged, BRE and the Town agree as follows:

1. The Town is the owner of real property that is known and described as:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 1.80 acres, more or less, and being shown and designated as Parcel II, 1.80 acres, a Section of Pope Avenue Commercial on a plat prepared by Michael R. Dunigan, SCRLS # 11905, dated March 11, 1992, and recorded June 3, 1992, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 140 (herein, “Town Property 1”).

And Also:

All that certain piece, parcel or tract of land lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 2.076 Acres, more or less, shown and described as “2.076 Acres, Pope Avenue,” on a Plat prepared by Terry G. Hatchell, SCRLS 11759, dated July 22, 1997, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 62 at Page 67.

Being the same property described as “Parcel III 2.65 Acres Future Shopping Center Development” on a plat entitled "A Plat of 6.91 Acres Pope Avenue” prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 170, save and except therefrom that certain parcel shown and designated as “Parcel III-A” on a

Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, “Town Property 2”).

2. BRE is the owner of real property that is known and described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hilton Head Island, County of Beaufort, State of South Carolina, containing 6.91 acres, more or less, and being shown and described as “6.91 Acres – Pope Avenue, A Section of Pope Avenue Commercial,” prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded January 17, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 42 at Page 179, and also as shown on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49.

And Also:

All that certain piece, parcel of tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 0.57 Acre, more or less, and being shown as “0.57 Ac. Parcel III-A” on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, collectively, the “BRE Property”).

3. Town Property 1 and Town Property 2 are subject to and benefitted by a document titled “Circle Center Outparcel Covenants Regarding Parking, Building, Use and Access Rights” dated December 30, 1991, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 591 at Page 109 (herein, the “Outparcel Covenants”), and the “First Amendment to Circle Center Outparcel Covenants Regarding Parking, Building and Access Rights” dated May 29, 1992, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 601 at Page 232 (herein, the “First Amendment to Covenants”).

4. Town Property 1 is benefitted by a Parking and Access Easement dated June 5, 1992, and recorded on June 18, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 601 at Page 250 (herein, the “Parking and Access Easement”).
5. Town Property 1 is benefitted by a “ Non-Disturbance, Non-Competition and Use Agreement Declaration of Easements and Restrictive Covenants” dated June 5, 1992, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 601 at Page 261 (herein, the “NDNC Agreement”).
6. BRE and the Town have reached agreement regarding modifications to the Outparcel Covenants, the Parking and Access Easement and the NDNC Agreement.
7. BRE and the Town agree that the Outparcel Covenants shall be amended by:
 - (a) deleting Article 3(e) in its entirety and replacing it with the following language:
 - e. No portion of the Outparcel Property or any improvements thereon shall be used for the sale of health foods, delicatessen items, fresh fruits and vegetables, meat and/or other items generally sold by supermarkets, and, further, no store(s) or building(s) located in the Outparcel Property shall be used for the operation of a lounge, tavern, nightclub, skating rink, motion picture or legitimate theater, arcade, bingo parlor, bowling alley, non-service oriented business or professional offices, amusement center, funeral parlor, health and beauty aid store, operation of a pharmacy, automobile or motorcycle sales, schools or training facilities, entertainment or recreational type activities, or for any non-retail use (except all service-oriented business such as insurance and real estate offices). The foregoing notwithstanding, the following uses are not prohibited by these Covenants, and are expressly allowed on the Outparcel Property: any and all municipal uses, including, but not limited to, public parking, public parks and open space, municipal offices of any description, including offices provided to and staffed by Town contractors or other entities supported by the Town, but not limited to municipal parking authority, municipal park services, beach and environmental services, meeting space, law enforcement services, and Fire and Rescue, including Emergency Medical Services.
 - (b) Inserting the following language as Article 3(f):

f. Notwithstanding anything to the contrary contained in these covenants or the First Amendment to Covenants, no reciprocal parking, shared parking, or similar rights shall exist in favor of the Outparcel Property over the Shopping Center Property. Any prior language acknowledging, approving, or permitting limited reciprocal parking over any portion of the Shopping Center Property – including, without limitation, the area adjacent to Parcel II and any portion located more than 250 feet from the former Bi-Lo grocery store entrance – is hereby deleted.

BRE and the Town agree to execute and deliver a recordable document amending the Outparcel Covenants in the form and substance shown on the attached Exhibit “A.” The modification shall be executed by authorized officers of BRE and the Town, witnessed and acknowledged before a notary public.

8. Except as stated in Article 7 above, the Outparcel Covenants and the First Amendment to Covenants shall remain enforceable according to the terms thereof.

9. BRE acknowledges that the existing structures, parking and other development on Town Parcel 1 and Town Parcel 2 conform to the requirements of the Outparcel Covenants and the First Amendment to the Outparcel Covenants.

10. BRE and the Town agree that the Parking and Access Easement shall be terminated. BRE and the Town agree to execute and deliver the Termination of the Parking and Access Easement in the form and substance shown on the attached Exhibit “B.” The termination document shall be executed by authorized officers of BRE and the Town, witnessed and acknowledged before a notary public.

11. BRE and the Town agree that the NDNC Agreement shall be amended by deleting Article 2 in its entirety and replacing it with the following language:

2. Only to the extent permitted and not prohibited by that certain agreement entitled "Circle Center Outparcel Covenants Regarding Parking, Building, Use and Access Right" (the “Outparcel Restrictive Agreement”) dated December 30, 1991 and recorded in Book 591, Page 109 in the R.M.C. Office of Beaufort County, South Carolina, as said Outparcel Restrictive Agreement was amended by First Amendment to Circle Center Outparcel

Covenants Regarding Parking, Building Use and Access Rights dated May 29, 1992 recorded in Book 601, Page 232, in the R.M.C. Office of Beaufort County, South Carolina, Circle Center further grants to Hilton Head Partners, its successors and assigns, and its guests, invitees, employees and customers a perpetual non-exclusive right and easement in, through and over, for the purpose of passage and driving vehicles, upon the drives and lanes on the Circle Center Property which are now or may hereafter from time to time be used for vehicular traffic on the Circle Center Property.

12. BRE and the Town agree to execute and deliver a recordable document amending the NDNC Agreement in the form and substance shown on the attached Exhibit "C." The modification shall be executed by authorized officers of BRE and the Town, witnessed and acknowledged before a notary public.
13. Except as stated in Article 11 above, the NDNC Agreement shall remain enforceable according to the terms thereof.
14. BRE and the Town acknowledge and agree that, following the recording of the Amendment to the Outparcel Covenants and the Termination of the Parking and Access Easement, Amendment to the NDNC Agreement there shall exist no implied, prescriptive, equitable, or necessity based parking rights benefiting Town Property 1 or Town Property 2 over the BRE Property, and any historical use of parking areas on the BRE Property by the Town or its predecessors shall not give rise to any continuing rights of use.
15. Nothing in this Agreement, the Amendment to the Outparcel Covenants, the Termination of the Parking and Access Easement or the Amendment to the NDNC Agreement shall affect or limit the rights granted to the Town of Hilton Head Island and the general public in the "Roadway Easement Agreement" between the Town and BRE dated August 8, 2022, and recorded on September 22, 2022, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Official Record Book 4184 at Page 247.

16. Contemporaneous with the delivery of the executed documents described in Articles 7, 10 and 11 above, BRE shall pay the Town the sum of One Hundred Thousand and no/100 (\$100,000.00) Dollars (the “BRE Payment”).

17. This Agreement contingent upon the adoption of an ordinance by the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the Amendment to the Outparcel Covenants, the Termination of the Parking and Access Easement and the Amendment to the NDNC Agreement. An Ordinance shall be submitted to the Town Council for its consideration on first reading no later than February 10, 2026. In the event that the Town Council does not adopt the proposed ordinance on or before August 25, 2026, then this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement.

18. The transaction contemplated by this Agreement shall be closed on or before August 31, 2026, as follows:

(a) BRE and the Town shall deliver the fully executed, recordable Amendment to the Outparcel Covenants, the Termination of the Parking and Access Easement and the Amendment to the NDNC Agreement to the Escrow Agent.

(b) BRE shall deliver the BRE Payment to the Town to the Escrow Agent.

(c) Upon the receipt of the fully executed Amendment to the Outparcel Covenants, the Termination of the Parking and Access Easement and the Amendment to the NDNC Agreement, the Escrow Agent shall deliver the BRE Payment to the Town and cause the Amendment to the Outparcel Covenants, the Termination of the Parking and Access Easement and the

Amendment to the NDNC Agreement to be recorded in the Office of The Register of Deeds for Beaufort County, South Carolina.

19. The Escrow Agent shall serve as Closing Agent for BRE and the Town. Deposit with the Escrow Agent of the Amendment to the Outparcel Covenants, the Termination of the Parking and Access Easement, the Amendment to the NDNC Agreement and the BRE Payment shall be deemed to be a good and sufficient tender of performance in accordance with the terms hereof. The "Escrow Agent" shall be Curtis L. Coltrane, 2 Corpus Christi Place, Suite 105, Hilton Head Island, SC, 29928. If any dispute should arise as to whether Escrow Agent is obligated to deliver the BRE Payment or to record the Amendment to the Outparcel Covenants, the Termination of the Parking and Access Easement and the Amendment to the NDNC Agreement which it holds, Escrow Agent shall not be required to deliver the funds or record the documents, but, in such event shall hold the same until receipt, by Escrow Agent, of written authorization from BRE and the Town directing the disposition of the same. In the absence of such written authorization, Escrow Agent may hold the BRE Payment and the Amendment to the Outparcel Covenants, the Termination of the Parking and Access Easement and the Amendment to the NDNC Agreement in its possession until a final determination of the rights of the Parties by a Court of competent jurisdiction. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may institute an appropriate proceeding for leave to place the BRE Payment and the Amendment to the Outparcel Covenants, the Termination of the Parking and Access Easement and the Amendment to the NDNC Agreement with the Clerk of Court for Beaufort County, South Carolina, pending such determination. Escrow Agent shall not be charged with notice of any fact or circumstance unless and until written notice of the

same is received by Escrow Agent. Upon making the delivery of the funds or documents which Escrow Agent may hold in accordance with the provisions of this Article 18, the Escrow Agent shall have no further obligation or liability to BRE or the Town and BRE and the Town agree to indemnify and hold Escrow Agent harmless from any such liability.

20. BRE shall be responsible to pay for the Cost of:

- a. Recording the Termination of the Parking and Access Easement;
- b. Recording the Amendment to the NDNC Agreement;
- c. BRE's attorney's fees connected to this transaction.

The Town shall be responsible to pay the cost of:

- a. Recording of the Amendment to the Outparcel Covenants;
- b. The Town's attorney's fees connected to this transaction.

21. Except as may be otherwise expressly provided or limited herein with respect to any specific act or omission, if the Town shall default in any of its obligations, covenants, or agreements contained within this Agreement or any of the Exhibits hereto, and shall remain in default after ten (10) day's written notice specifying the default and demanding that the default be cured, then BRE shall be entitled to pursue any remedy at law or in equity against the Town, including an action for damages or for Specific Performance of this Agreement. The provisions of this Article 12 shall be binding upon the successors and assigns of the Town, and shall survive the closing of the transaction contemplated herein.

22. Except as may be otherwise expressly provided or limited herein with respect to any specific act or omission, if BRE shall default in any of its obligations, covenants, or agreements contained within this Agreement or any of the Exhibits hereto, and shall remain in default after ten (10) day's written notice specifying the default and demanding

that the default be cured, then the Town shall be entitled to pursue any remedy at law or in equity against BRE, including an action for damages or for Specific Performance of this Agreement. The provisions of this Article 13 shall be binding upon the heirs, successors and assigns of BRE, and shall survive the Closing of the transaction contemplated herein.

23. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with all or any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such matter, whether incurred before the institution of suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which the prevailing party is entitled.

24. The following terms apply to this Agreement:

(a) This Agreement shall inure to the benefit of and shall be binding upon BRE and Town and their respective successors and assigns, if any are permitted hereunder.

(b) This Agreement supersedes all prior discussions and agreements between the parties with respect to the Property and all other matters contained herein and constitutes the sole and entire agreement and understanding between BRE and Town with respect to the transaction contemplated in this Agreement. This Agreement shall not be modified or amended except by an instrument in writing signed by both BRE and the Town.

(c) In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(d) This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(f) Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

(g) BRE and the Town affirmatively represent that this Agreement is made solely for their benefit and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than BRE and the Town and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

(h) All notices, applications, requests, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), by email, addressed as follows, or to such other place as may be designated in writing by the parties:

To the Town: Curtis L. Coltrane
 COLTRANE & WILKINS, LLC
 2 Corpus Christi Place, Suite 105
 Hilton Head Island, SC 29938
 curtis@coltraneandwilkins.com

To BRE: Walter J. Nester, III
 BURR & FORMAN, LLP
 1 Carecorp Drive, Suite 202
 Bluffton, SC 29910
 wnester@burr.com

(i) The failure of either party to exercise any right or power given such party hereunder, or to insist on strict compliance by the other party of its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(j) BRE and the Town agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect hereto. BRE and the Town agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary, either before or after the Closing. The obligations of this Article 12.12 shall survive the Closing.

(k) BRE and the Town acknowledge and agree that this Agreement may be signed by electronic signature (*DocuSign* or similar), by a scanned and emailed copy of any party's signature on the signature page, or by a copy of any party's signature on the signature page that is sent by facsimile, and that any such signature shall be deemed an original signature.

IN WITNESS WHEREOF, BRE and the Town, have, or have caused their duly authorized officers and representatives to execute this Agreement as of this ___ Day of July, 2026.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By:_____
Alan R. Perry, Mayor

Attest:_____
Marc A. Orlando, Town Manager

WITNESSES:

BRE RETAIL RESIDUAL CIRCLE CENTER
OWNER, LLC

By:_____
Matthew Ryan, EVP, President
South Region

EXHIBIT "A" TO AGREEMENT REGARDING EASEMENTS, COVENANTS AND NON-
DISTURBANCE NON-DISCLOSURE AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) SECOND AMENDMENT TO
) COVENANTS RECORDED IN
) DEED BOOK 591 AT PAGE 109

This “Second Amendment to Covenants Recorded in Deed Book 591 at Page 109,” is made by and between BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) and the Town of Hilton Head Island, South Carolina (herein, the “Town”), on this ____ Day of April, 2026.

Whereas, the Town of Hilton Head Island, South Carolina (the “T0wn”) is the owner of real property that is known and described as:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 1.80 acres, more or less, and being shown and designated as Parcel II, 1.80 acres, a Section of Pope Avenue Commercial on a plat prepared by Michael R. Dunigan, SCRLS # 11905, dated March 11, 1992, and recorded June 3, 1992, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 140 (herein, “Town Property 1”).

And Also:

All that certain piece, parcel or tract of land lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 2.076 Acres, more or less, shown and described as “2.076 Acres, Pope Avenue,” on a Plat prepared by Terry G. Hatchell, SCRLS 11759, dated July 22, 1997, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 62 at Page 67.

Being the same property described as “Parcel III 2.65 Acres Future Shopping Center Development” on a plat entitled “A Plat of 6.91 Acres Pope Avenue” prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 170, save and except therefrom that certain parcel shown and designated as “Parcel III-A” on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, “Town Property 2”).

Whereas, BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) is the owner of real property that is known and described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hilton Head Island, County of Beaufort, State of South Carolina, containing 6.91 acres, more or less, and being shown and described as “6.91 Acres – Pope Avenue, A Section of Pope Avenue Commercial,” prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded January 17, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 42 at Page 179, and also as shown on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49.

And Also:

All that certain piece, parcel of tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 0.57 Acre, more or less, and being shown as “0.57 Ac. Parcel III-A” on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, collectively, the “BRE Property”).

Whereas, Town Property 1 and Town Property 2 are subject to a document titled “Circle Center Outparcel Covenants Regarding Parking, Building, Use and Access Rights” dated December 30, 1991, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 591 at Page 109 (herein, the “Outparcel

Covenants”), and the “First Amendment to Circle Center Outparcel Covenants Regarding Parking, Building and Access Rights (herein, the “First Amendment to Covenants”).

Whereas, the BRE Property is the property that is benefitted by the Outparcel Covenants and the First Amendment to Covenants, and BRE is authorized to amend the Outparcel Covenants and the First Amendment to Covenants.

Now, therefore, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, paid to BRE at and before the execution and delivery of this Amendment to Covenants, the receipt and sufficiency of which is acknowledged, BRE and the Town agree that the Outparcel Covenants shall be amended by:

(a) deleting Article 3(e) in its entirety and replacing Article 3(e) with the following language:

e. No portion of the Outparcel Property or any improvements thereon shall be used for the sale of health foods, delicatessen items, fresh fruits and vegetables, meat and/or other items generally sold by supermarkets, and, further, no store(s) or building(s) located in the Outparcel Property shall be used for the operation of a lounge, tavern, nightclub, skating rink, motion picture or legitimate theater, arcade, bingo parlor, bowling alley, non-service oriented business or professional offices, amusement center, funeral parlor, health and beauty aid store, operation of a pharmacy, automobile or motorcycle sales, schools or training facilities, entertainment or recreational type activities, or for any non-retail use (except all service-oriented business such as insurance and real estate offices). The foregoing notwithstanding, the following uses are not prohibited by these Covenants, and are expressly allowed on the Outparcel Property: any and all municipal uses, including, but not limited to, public parking, public parks and open space, municipal offices of any description, including but not limited to offices provided to and staffed by Town contractors or other entities supported by the Town, municipal parking authority, municipal park services, beach and environmental services, meeting space, law enforcement services, and Fire and Rescue, including Emergency Medical Services.

(b) Inserting the following language as Article 3(f):

f. Notwithstanding anything to the contrary contained in these covenants or the First Amendment to Covenants, no reciprocal parking,

shared parking, or similar rights shall exist in favor of the Outparcel Property over the Shopping Center Property. Any prior language acknowledging, approving, or permitting limited reciprocal parking over any portion of the Shopping Center Property – including, without limitation, the area adjacent to Parcel II and any portion located more than 250 feet from the former Bi-Lo grocery store entrance – is hereby deleted.

Except as is expressly stated above, the other terms of the Outparcel Covenants and the First Amendment to Covenants shall remain enforceable according to the terms thereof.

Nothing in this Second Amendment to Covenants Recorded in Deed Book 591 at Page 109 shall affect or limit the rights granted to the Town of Hilton Head Island and the general public in the “Roadway Easement Agreement” between the Town and BRE dated August 8, 2022, and recorded on September 22, 2022, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Official Record Book 4184 at Page 247.

In Witness Whereof, BRE Retail Residual Circle Center Owner, LLC has caused its duly authorized officer(s) to execute this Second Amendment to Covenants Recorded in Record Book 591 at Page 109, as of this ____ Day of August, 2026.

WITNESSES:

BRE RETAIL RESIDUAL CIRCLE CENTER
OWNER, LLC

By: _____
Matthew Ryan, EVP, President
South Region

By: _____

STATE OF _____)
COUNTY OF _____) UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Matthew Ryan, EVP, President of BRE Retail Residual Circle Center Owner, LLC, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

In Witness Whereof, the Town has caused its duly authorized officers and representatives to execute this Second Amendment to Covenants Recorded in Record Book 591 at Page 109, as of this ____ Day of August, 2026.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

Attest: _____
Marc A. Orlando, Town Manager

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

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

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "B" TO AGREEMENT REGARDING EASEMENTS, COVENANTS AND NON-
DISTURBANCE NON-DISCLOSURE AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) TERMINATION OF PARKING AND
 ACCESS EASEMENT RECORDED IN
 RECORD BOOK 601 AT PAGE 250

This “Termination of Parking and Access Easement” is made by and between BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) and the Town of Hilton Head Island, South Carolina (herein, the “Town”), on this ___ Day of August, 2026.

For and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, as well as other good and valuable consideration, paid by BRE to the Town, the receipt and sufficiency of which is acknowledged, BRE and the Town agree as follows:

1. The Town is the owner of real property that is known and described as:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 1.80 acres, more or less, and being shown and designated as Parcel II, 1.80 acres, a Section of Pope Avenue Commercial on a plat prepared by Michael R. Dunigan, SCRLS # 11905, dated March 11, 1992, and recorded June 3, 1992, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 140 (herein, the “Town Property”).

2. BRE is the owner of real property that is known and described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hilton Head Island, County of Beaufort, State of South Carolina, containing 6.91 acres, more or less, and being shown and described as “6.91 Acres – Pope Avenue, A Section of Pope Avenue Commercial,” prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded January 17, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 42 at Page 179, and also as shown on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in

the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49.

And Also:

All that certain piece, parcel of tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 0.57 Acre, more or less, and being shown as “0.57 Ac. Parcel III-A” on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, collectively, the “BRE Property”).

3. The Town Property is benefitted by a Parking and Access Easement dated June 5, 1992, and recorded on June 18, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 601 at Page 250 (herein, the “Parking and Access Easement”).
4. The BRE Property is burdened by the Parking and Access Easement.
5. The Town and BRE agree that the Parking and Access Easement is hereby terminated and neither the Town nor BRE have any further rights or obligations under it.
6. Following the recording of this Termination of Parking and Access Easement, BRE consents and agrees that the Town may close the curb cut lying on the western boundary of the Town Property and which is described in the Parking and Access Easement.
7. Nothing in this Termination of Parking and Access Easement shall affect or limit the rights granted to the Town of Hilton Head Island and the general public in the “Roadway Easement Agreement” between the Town and BRE dated August 8, 2022, and recorded on September 22, 2022, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Official Record Book 4184 at Page 247.

In Witness Whereof, BRE Retail Residual Circle Center Owner, LLC has caused its duly authorized officer(s) to execute this Termination of Parking and Access Easement, as of this ____ Day of August, 2026.

WITNESSES:

BRE RETAIL RESIDUAL CIRCLE CENTER
OWNER, LLC

By: _____
Matthew Ryan, EVP, President
South Region

STATE OF _____)
COUNTY OF _____) UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Matthew Ryan, EVP, President South Region of BRE Retail Residual Circle Center Owner, LLC, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

In Witness Whereof, the Town has caused its duly authorized officers and representatives to execute this Termination of Parking and Access Easement, as of this ____ Day of August, 2026.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

Attest: _____
Marc A. Orlando, Town Manager

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

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

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "C" TO AGREEMENT REGARDING EASEMENTS, COVENANTS AND NON-
DISTURBANCE NON-DISCLOSURE AGREEMENT

STATE OF SOUTH CAROLINA) AMENDMENT TO NON-DISTURBANCE,
) NON-COMPETITION AND USE RECORDED
) AGREEMENT DECLARATION OF
COUNTY OF BEAUFORT) RESTRICTIVE COVENANTS RECORDED
) IN DEED BOOK 601 AT PAGE 261

This “Amendment to Non-Disturbance, Non-Competition and Use Agreement Declaration of Easements and Restrictive Covenants recorded in Deed Book 601 at Page 261” is made by and between BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) and the Town of Hilton Head Island, South Carolina (herein, the “Town”), on this ___ Day of August, 2026.

Whereas, the Town of Hilton Head Island, South Carolina (the “Town”) is the owner of real property that is known and described as:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 1.80 acres, more or less, and being shown and designated as Parcel II, 1.80 acres, a Section of Pope Avenue Commercial on a plat prepared by Michael R. Dunigan, SCRLS # 11905, dated March 11, 1992, and recorded June 3, 1992, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 140 (herein, the “Town Property”).

Whereas, BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) is the owner of real property that is known and described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hilton Head Island, County of Beaufort, State of South Carolina, containing 6.91 acres, more or less, and being shown and described as "6.91 Acres – Pope Avenue, A Section of Pope Avenue Commercial," prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded January 17, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 42 at Page 179, and also as shown on a Plat entitled "An Update Asbuilt Plat of Circle Center and Parcel III-A" prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49.

And Also:

All that certain piece, parcel of tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 0.57 Acre, more or less, and being shown as "0.57 Ac. Parcel III-A" on a Plat entitled "An Update Asbuilt Plat of Circle Center and Parcel III-A" prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, collectively, the "BRE Property").

Whereas, the Town is authorized to amend the NDNC Agreement.

Now, therefore, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, paid to BRE at and before the execution and delivery of this Amendment to Covenants, the receipt and sufficiency of which is acknowledged, BRE and the Town agree that the NDNC Agreement shall be amended by:

(a) deleting Article 2 in its entirety and replacing Article 2 with the following language:

2. Only to the extent permitted and not prohibited by that certain agreement entitled "Circle Center Outparcel Covenants Regarding Parking, Building, Use and Access Right" (the "Outparcel Restrictive Agreement") dated December 30, 1991 and recorded in Book 591, Page 109 in the R.M.C. Office of Beaufort County, South Carolina, as said Outparcel Restrictive Agreement was amended by First Amendment to Circle Center Outparcel Covenants Regarding Parking, Building Use and Access Rights dated May 29, 1992 recorded in Book 601, Page 232, in the R.M.C. Office of Beaufort County, South Carolina, Circle Center further grants to Hilton Head Partners, its successors and assigns, and its guests, invitees, employees and customers a perpetual non-exclusive right and easement in, through and over, for the purpose of passage and driving vehicles, upon the drives and

lanes on the Circle Center Property which are now or may hereafter from time to time be used for vehicular traffic on the Circle Center Property.

Except as is expressly stated above, the other terms of the NDNC Agreement shall remain enforceable according to the terms thereof.

Nothing in this Amendment to the NDNC Agreement shall affect or limit the rights granted to the Town of Hilton Head Island and the general public in the “Roadway Easement Agreement” between the Town and BRE dated August 8, 2022, and recorded on September 22, 2022, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Official Record Book 4184 at Page 247.

In Witness Whereof, BRE Retail Residual Circle Center Owner, LLC has caused its duly authorized officer(s) to execute this Amendment to Non-Disturbance, Non-Competition and Use Agreement Declaration of Easements and Restrictive Covenants recorded in Deed Book 601 at Page 261, as of this ____ Day of August, 2026.

WITNESSES: BRE RETAIL RESIDUAL CIRCLE CENTER
OWNER, LLC

By: _____
Matthew Ryan, EVP, President
South Region

By: _____

STATE OF _____)
COUNTY OF _____) UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Matthew Ryan, EVP, President of BRE Retail Residual Circle Center Owner, LLC, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

In Witness Whereof, the Town has caused its duly authorized officers and representatives to execute this Amendment to Non-Disturbance, Non-Competition and Use Agreement Declaration of Easements and Restrictive Covenants recorded in Deed Book 601 at Page 261, as of this ___ Day of August, 2026.

WITNESSES: THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

Attest: _____
Marc A. Orlando, Town Manager

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

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

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Mayor Alan R. Perry & Town Council Members
FROM: Ben Brown, Assistant Town Manager – Strategic Initiatives
CC: Marc Orlando, ICMA-CM, Town Manager
Brittany Ward, Town Attorney
DATE: July 14, 2026
SUBJECT: Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Execution and Delivery of an Easement Encumbering Real Property Owned by the Town of Hilton Head Island, South Carolina, and Providing for Severability and an Effective Date.

BACKGROUND:

The Town owns a parcel of real property located at 72 Pope Avenue, identified as Parcel 65C (former Wild Wing Café site), referred to herein as the “Town Property.” The adjacent commercial property, commonly known as Circle Center, is owned by BRE Retail Residual Circle Center Owner, LLC (“BRE Property”).

Existing signage associated with the BRE Property is located on the Town Property. BRE has requested a formal easement to allow for the continued use, maintenance, and repair of two existing signs located within designated areas on the Town Property. The areas subject to the easement are identified as “Sign” areas on the attached exhibit. The proposed easement formalizes existing conditions and clarifies responsibilities.

The proposed Sign Easement formalizes existing conditions associated with signage serving the adjacent Circle Center property and clarifies responsibilities for the affected areas of Town-owned property at 72 Pope Avenue.

Approval of the Ordinance will allow the Town to finalize the easement agreement and proceed with execution and delivery of the necessary documents consistent with the terms outlined above.

RECOMMENDATION:

Town Council is requested to consider approval of the proposed Ordinance authorizing the execution and delivery of an easement to BRE Retail Residual Circle Center Owner, LLC, encumbering Town-owned real property located at 72 Pope Avenue.

NEXT STEPS:

Approve/Disapprove First Reading of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Execution and Delivery of a Sign Easement Encumbering Real Property Owned by the Town of Hilton Head Island, South Carolina and Providing for Severability and an Effective Date.

ATTACHMENTS:

1. Property Map
2. Ordinance & Sign Easement Agreement

Easements

Access

Parking and Access

Sign

Public Parking Signs

Other Town-Owned Property

Parcels



Ordinance 2026-____

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,
AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT
ENCUMBERING REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA, AND PROVIDING FOR SEVERABILITY AND AN
EFFECTIVE DATE.

BE IT ORDERED AND ORDAINED BY THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE TOWN
COUNCIL AS FOLLOWS.

Section 1. Findings and Conclusions.

(a) The Town of Hilton Head Island, South Carolina (the "Town"), is the owner of real property described as:

All that certain piece, parcel or lot of land, shown and described as "Parcel 65C" on a plat entitled "Asbuilt, Tree and Topographic Survey of Parcel 65C, Pope Avenue Commercial, Hilton Head Island, Beaufort County, South Carolina," prepared by Justin R. Kesselring, SCPLS 29901, dated September 14, 2023, last revised October 23, 2025, and which is attached hereto as Exhibit "A" (herein, the "Town Property").

(b) BRE Retail Residual Circle Center Owners, LLC (herein, "BRE") is the owner of real property described as:

ALL that certain, lot, piece or parcel of land, with the buildings and Improvements thereon erected, situate, lying and being in the City of Hilton Head Island, County of Beaufort, State of South Carolina, containing 6.91 Acres, more or less, and being shown and described on a plat entitled "6.91 ACRES - POPE AVENUE, A SECTION OF POPE AVENUE COMMERCIAL" prepared by Michael R. Dunigan, SCRLS #11905, dated December 6, 1991, and recorded January 17, 1992, in the RMC Office for Beaufort County, South Carolina, in Plat Book 42 at Page 179, and as also shown on plat entitled "AN UPDATE AS BUILT PLAT OF CIRCLE CENTER AND PARCEL III-A, A SECTION OF POPE AVENUE COMMERCIAL," prepared by Michael R. Dunigan, SCRLS #11905, dated August 10, 1993, and recorded In the RMC Office for Beaufort County, South Carolina, in Plat Book 47 at Page 49.

ALSO

ALL that certain piece, parcel or tract of land, situate, lying and being In the Town of Hilton Head Island, Beaufort County, South Carolina, containing 0.57 Acre, more or less, and being shown and described on plat entitled "AN UPDATE AS BUILT PLAT OF CIRCLE CENTER AND PARCEL III-A, A SECTION OF POPE AVENUE COMMERCIAL," prepared by Michael R. Dunigan, SCRLS #11905, dated August 10, 1993, and recorded In the RMC Office for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (collectively, the "BRE Property"}.

(c) BRE has requested an easement to allow for the installation, maintenance and repair of two signs that exist on the Town Property, in the areas that are shown and described "Sign Easement # 1" and "Sign Easement # 2" on Exhibit "A" hereto.

(d) Separately, the Town and BRE have entered into an agreement regarding an amendment to real property covenants and the termination of parking easement that is beneficial to the Town and to BRE.

(e) The Town has agreed to grant the requested easement related to the signs to BRE.

(f) S. C. Code Ann. § 5-7-40 (Supp. 2026) and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina*, (1983), require that any lease, conveyance or granting of an interest in real property owned by the Town of Hilton Head Island, South Carolina, must be authorized by Ordinance.

Section 2. Authority to Execute and Deliver Easement and Complete Town obligations.

(a) The Mayor and Town Manager are authorized to execute and deliver the "Sign Easement Agreement" in the form and substance as the document attached hereto as "Exhibit B."

(b) The Town Manager are authorized to take all other and further actions as may be necessary to complete to complete the Town's obligations set forth in the Sign Easement Agreement.

Section 3. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS _____ DAY OF AUGUST, 2026.

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany L. Ward

First Reading: July 14, 2026

Second Reading: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SIGN EASEMENT AGREEMENT

This Sign Easement Agreement (the “Easement”) is made and accepted on this _____ day of August, 2026, by and between the Town of Hilton Head Island, South Carolina (the “Town”) and BRE Retail Residual Circle Center Owner, LLC (“BRE”).

WHEREAS, the Town owns real property that is described as follows:

All that certain piece, parcel or lot of land, shown and described as “Parcel 65C” on a plat entitled “Asbuilt, Tree and Topographic Survey of Parcel 65C, Pope Avenue Commercial, Hilton Head Island, Beaufort County, South Carolina, prepared by Justin R. Kesselring, SCPLS 29901, dated September 14, 2023, last revised October 23, 2025, and which is recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book ____ at Page ____ (the “Town Property”).

WHEREAS, BRE has requested an easement from the Town to authorize BRE to install, maintain, repair and replace signs identifying businesses of BRE on BRE's property which is adjacent to the Town Property northern, western and southern boundaries (the "Circle Center Property").

WHEREAS, the Town has agreed to grant the requested easements to BRE over parts of the Town Property shown and described as “Sign Easement Number 1” and “Sign Easement Number 2” on the above referenced Plat (the “Easement Area”).

Now, therefore, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, paid to the Town by BRE, the receipt and sufficiency of which is acknowledged, the Town grants to BRE a permanent, non-exclusive Easement over the Easement Property for the purpose of installing, maintaining, repairing or replacing signs which identify the Circle Center Property and businesses that operate in the Circle Center Property. This Easement includes the right of BRE to maintain underground electrical lines for the purpose of lighting the signs (collectively, the "Signs").

This Easement is granted and accepted subject to the following terms:

1. This Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Town to utilize the Easement Property at any time, in any manner, and for any purpose, provided, however, that such use by the Town, shall not be inconsistent with, nor prevent the full utilization by BRE of the rights and privileges granted herein.
2. BRE agrees to cause any work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Town. BRE further agrees to cause any work contemplated hereunder to be completed in an expeditious and timely fashion, that the Signs authorized hereunder shall at all times be maintained in a safe condition, and that all materials, debris, and construction materials shall be promptly removed. BRE shall restore any other part of the Town Property which may be damaged as a result of BRE's exercise of the rights granted hereunder to its pre-existing state.
4. From the date of this easement and thereafter, BRE shall, at its sole cost and expense, be responsible for the timely cleaning, repair, renovation, replacement of the Signs and for the maintenance of the Signs and the Easement Property as shall be or shall become necessary or prudent.

5. The exercise of the rights granted in this Easement shall at all times be under the sole and exclusive control of BRE and responsibility for any and all claims of any nature arising from BRE's exercise of the rights granted in this Easements is with BRE.

In Witness whereof, BRE Retail Residual Circle Center Owners, LLC, has caused this Sign Easement Agreement to be executed by its duly authorized officer(s) on this ____ day of August, 2026.

WITNESSES:

BRE RETAIL RESIDUAL
CIRCLE CENTER OWNER, LLC

Print Witness' Name:_____

By:_____
Matthew Ryan, EVP,
President South Region

Print Witness' Name:_____

STATE OF _____)

)

UNIFORM ACKNOWLEDGMENT

COUNTY OF _____)

I, the undersigned Notary Public do hereby certify that Matthew Ryan, EVP, President South Region, the duly authorized officer of BRE Retail Residual Circle Center Owner, LLC, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this ____ Day of August, 2026.

Notary Public for _____
My Commission Expires:



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Mayor Alan R. Perry & Town Council Members
FROM: Ben Brown, Assistant Town Manager – Strategic Initiatives
CC: Marc Orlando, ICMA-CM, Town Manager
Brittany Ward, Town Attorney
DATE: July 14, 2026
SUBJECT: Consideration of a Resolution Authorizing the Dissolution of the Northpoint Public-Private Partnership Housing Advisory Committee

RECOMMENDATION:

Town Council is requested to consider approval of a Resolution dissolving the Northpoint Public-Private Partnership Housing Advisory Committee.

BACKGROUND:

On June 7, 2022, Town Council adopted a Resolution establishing the Northpoint Public-Private Partnership Housing Advisory Committee to assist the Town Manager in evaluating development partners and advancing a workforce housing public-private partnership on Town-owned property at Northpoint Circle.

On June 21, 2022, Town Council appointed members to the Committee. The Committee was subsequently expanded on January 17, 2023, to include additional community representation.

Throughout 2022, 2023, and 2024, the Committee provided guidance regarding workforce housing needs, participated in meetings with prospective development partners, reviewed project concepts, toured comparable developments, and provided feedback on key project documents, including the Development Agreement.

Following the Committee's recommendation, the Town identified OneStreet Residential as its preferred development partner for the Northpoint Workforce Housing Initiative. On June 18, 2024, Town Council approved the Development Agreement with OneStreet Residential. On December 10, 2025, Town Council approved the 65-year ground lease for the Northpoint on Jarvis Creek workforce housing neighborhood, establishing the framework for development of 157 workforce housing units on approximately 11 acres of Town-owned property.

A groundbreaking ceremony for the Northpoint on Jarvis Creek neighborhood was held on February 12, 2026, and construction is currently underway.

CONCLUSION:

The Northpoint Public-Private Partnership Housing Advisory Committee played an important role in advancing the Town's first workforce housing public-private partnership and the selection of a development partner for the Northpoint on Jarvis Creek neighborhood.

With the Development Agreement and Ground Lease approved and construction underway, the Committee has fulfilled the purpose for which it was established. Town Council is requested to consider approval of the enclosed Resolution dissolving the Northpoint Public-Private Partnership Housing Advisory Committee (Attachment 1).

ATTACHMENTS:

1. Resolution to Dissolve the Northpoint Public-Private Partnership Housing Advisory Committee

**TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA
RESOLUTION NO. 2026-____**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD
ISLAND AUTHORIZING THE DISSOLUTION OF NORTHPOINT PUBLIC-PRIVATE
PARTNERSHIP HOUSING ADVISORY COMMITTEE**

WHEREAS, in 2019, the Town Council of the Town of Hilton Head Island (“*Town Council*”) received the Workforce Housing Strategic Plan, which outlines multiple strategies the Town of Hilton Head Island (“*Town*”) should implement, in collaboration with both private and nonprofit partners, to address shortages in affordable workforce housing units on Hilton Head Island; and,

WHEREAS, on February 22, 2022, at a Town Council Workshop, the Town Manager delivered a presentation on the current housing initiatives and a proposed housing program, to include as one of its components, a Housing Public-Private Partnership identifying the Northpoint Tract as a target for implementation of an Island workforce housing development; and,

WHEREAS, on April 1, 2022, the Town issued a Request for Qualifications (RFQ) seeking qualified firms to provide professional services in support of the proposed Northpoint development location. The Town received ten (10) qualified submittals and desired to create the Northpoint Public-Private Partnership Housing Advisory Committee (“*Northpoint Committee*”) to review the submissions and advise Town Council on the most qualified party, as well as advise on other policies and projects essential to the development of workforce housing; collectively hereinafter the “*Purpose*”; and

WHEREAS, on June 7, 2022, Resolution 2022-15 was signed into effect and allowed for the Town to create and appoint Northpoint Committee; and

WHEREAS, since Resolution 2022-15, the Northpoint Committee has successfully completed its Purpose and the Town has determined it is appropriate to now dissolve the Northpoint Committee.

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

1. The Northpoint Public-Private Partnership Housing Advisory Committee has effectively completed its intended purpose as described above and is now dissolved.
2. This Resolution shall become effective upon adoption.

MOVED, APPROVED, AND ADOPTED ON THIS ____ DAY OF _____, 2026.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany Ward, Town Attorney



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Mayor Alan R. Perry & Town Council Members
FROM: Ben Brown, Assistant Town Manager – Strategic Initiatives
CC: Marc Orlando, ICMA-CM, Town Manager
Brittney Ward, Town Attorney
DATE: July 14, 2026
SUBJECT: Consideration of a Resolution Authorizing the Creation of the Bryant Road Public-Private Partnership Housing Advisory Committee

RECOMMENDATION:

Town Council is requested to consider a Resolution establishing the Bryant Road Public-Private Partnership Housing Advisory Committee. The Committee will assist the Town Manager in evaluating development partner submissions, recommending firms to advance through the procurement process, and developing policy recommendations related to workforce homeownership eligibility and long-term program administration.

BACKGROUND:

In response to the community's workforce housing needs, Town Council adopted a series of workforce housing incentives in 2020 and 2021, including density bonus provisions and other development tools intended to encourage the construction of quality workforce housing. These initiatives helped support the Town's first workforce housing public-private partnership at Northpoint on Jarvis Creek, which is focused on rental housing opportunities.

The Bryant Road initiative builds upon that framework while expanding the Town's workforce housing strategy to include attainable homeownership opportunities.

On May 2, 2023, Town Council approved the acquisition of the 7.19-acre Bryant Road property utilizing \$3.4 million of Real Estate Transfer Fee funds for future workforce housing development.

On July 15, 2025, Town Council adopted the FY 2026-2028 Strategic Action Plan, which includes Goal #8 related to workforce housing and specifically identifies the establishment of a public-private partnership to advance the Bryant Road Workforce Housing Initiative.

On December 9, 2025, the Town Manager authorized issuance of a Request for Qualifications (RFQ) to identify development partners interested in participating in a workforce housing public-private partnership on the Bryant Road property. The RFQ was

publicly advertised from January through May 2026. Seven submissions were received, six of which met the RFQ requirements and will advance for further consideration.

To assist with the next phase of the process, Town Council is requested to establish the Bryant Road Public-Private Partnership Housing Advisory Committee. The Committee would consist of five (5) members, including two (2) Town Council members and three (3) additional community members, and would be supported by Town staff.

The Committee's responsibilities would include reviewing RFQ submissions, participating in the evaluation of development teams, recommending firms to advance to the Request for Proposals (RFP) phase, reviewing development proposals, and ultimately providing a recommendation to the Town Manager and Town Council regarding a preferred development partner.

Development proposals would be expected to address items including, but not limited to:

- Proposed site plan and neighborhood design.
- Housing types, unit mix, and affordability strategy.
- Homeownership eligibility criteria and affordability mechanisms.
- Project financing plan.
- Development schedule.
- Marketing and sales strategy.
- Long-term stewardship and management approach.
- Community programming.

NEXT STEPS:

- Appointment of Advisory Committee members by Town Council.
- Evaluation of RFQ submissions and selection of firms to advance to the RFP phase.
- Issuance of the RFP.
- Review of development proposals and interviews.
- Recommendation of a preferred development partner.
- Negotiation of a development agreement for Town Council consideration.

CONCLUSION:

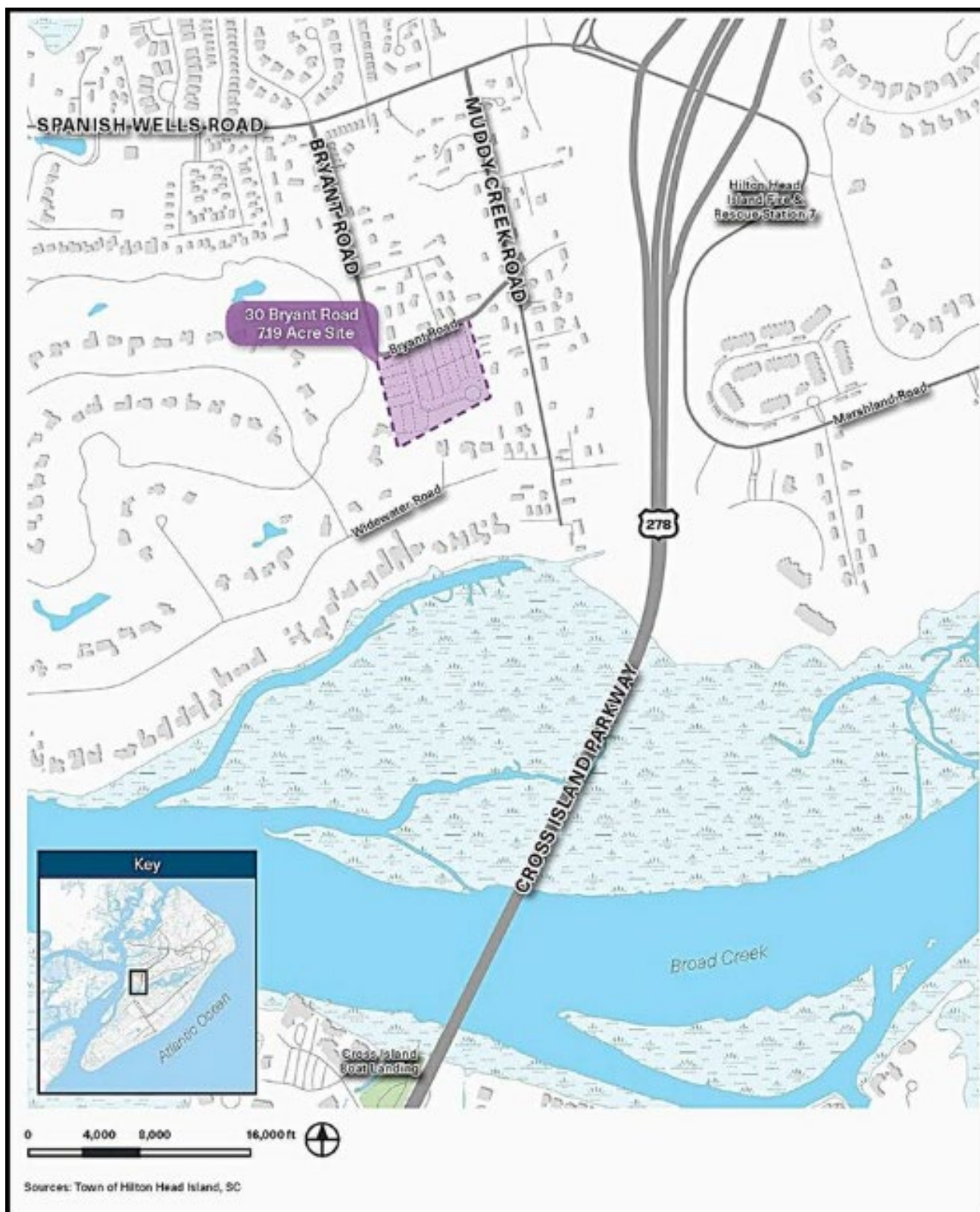
The Bryant Road Workforce Housing Initiative represents an important next step in implementing the Town's workforce housing strategy and expanding attainable homeownership opportunities for the Island's workforce.

Establishment of the Bryant Road Public-Private Partnership Housing Advisory Committee will provide Town Council and staff with additional expertise and community input during the developer selection process while assisting with the development of policy recommendations necessary to support the long-term success of the initiative.

Town Council is requested to consider approval of the enclosed Resolution establishing the Bryant Road Public-Private Partnership Housing Advisory Committee.

ATTACHMENTS:

1. Property Map
2. Resolution Authorizing the Creation of the Bryant Road Public-Private Partnership Workforce Housing Advisory Committee
3. RFQ for Developer Partner



TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

RESOLUTION NO. 2026-___

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD
ISLAND AUTHORIZING THE CREATION OF BRYANT ROAD PUBLIC-PRIVATE
PARTNERSHIP HOUSING ADVISORY COMMITTEE**

WHEREAS, in 2019, the Town Council of the Town of Hilton Head Island (“*Town Council*”) received the *Workforce Housing Strategic Plan*, which outlines multiple strategies the Town of Hilton Head Island (“*Town*”) should implement, in collaboration with both private and nonprofit partners, to address shortages in workforce housing units on Hilton Head Island; and,

WHEREAS, in 2020 and 2021, Town Council adopted public policy incentives to encourage construction of quality and attractive workforce housing. Town Council has continued to make providing workforce housing units on Hilton Head Island a priority by securing the necessary property and creating development opportunities through public-private partnerships; and,

WHEREAS, as a reflection of the Town’s commitment to delivering workforce housing on Hilton Head Island, on May 2, 2023, the Town Council approved the purchase of 7.19 acres located on Bryant Road and supports the establishment of a public-private partnership to advance the Bryant Road workforce housing initiatives; and,

WHEREAS, the Bryant Road initiative advances attainable homeownership opportunities through a public-private partnership model. To oversee and provide guidance for the initiative, Town Council desires to create the Bryant Road Public-Private Partnership Housing Advisory Committee (“*Advisory Committee*”); and,

WHEREAS, the Advisory Committee will be tasked with assisting the Town by determining relevant housing policies, establishing clear criteria for housing eligibility, recommendations regarding qualifying income ranges, potential for targeted demographics and job classifications, criteria for the long-term management and regulation of housing units, and other appropriate policies as determined the Advisory Committee and the Town staff; and,

WHEREAS, Town Council finds it is in the best interest of the citizens of Hilton Head Island to create the Advisory Committee for the purposes stated herein and to ensure the success of the Bryant Road initiative.

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

1. The Bryant Road Public-Private Partnership Housing Advisory Committee is hereby created, and its membership shall consist of five (5) members which will be appointed by the following: two (2) Town Council members, and three (3) members from the community.

2. Furthermore, any firm selected as a "preferred development partner" shall be required to submit a full and detailed development proposal. The Bryant Road Public-Private Partnership Housing Advisory Committee shall review these development proposals and will thereafter recommend to Town Council which development partnership to pursue.
3. Additionally, the Bryant Road Public-Private Partnership Housing Advisory Committee shall assist the Town in determining relevant housing policies that will be necessary to accomplish the identified project goals. These will include, but not necessarily be limited to, establishing clear criteria for housing eligibility, recommendations regarding qualifying income ranges, potential for targeted demographics and job classifications, criteria for the long-term management and regulation of housing units, and other appropriate policy considerations.
4. This Resolution shall become effective upon adoption.

MOVED, APPROVED, AND ADOPTED ON THIS ____ DAY OF _____, 2026.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany Ward, Town Attorney



Town of Hilton Head Island

Request for Qualifications (RFQ)

Bryant Road Workforce Housing Developer Partner

Solicitation Number: 2025-02

Date Advertised: January 5, 2026

Note: This public body does not discriminate against faith-based organizations, nor does it discriminate against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by the laws of the State of South Carolina, including the South Carolina Human Affairs Law (S.C. Code Ann. § 1-13-80) and applicable provisions of the South Carolina Consolidated Procurement Code (S.C. Code Ann. Title 11, Chapter 35).

Transmittal Page

Offerors shall complete all information requested on this page and submit it with their qualifications.

Qualifications Submittals:

Qualifications will **ONLY** be accepted electronically via the Town's procurement Portal which can be accessed using the following link: hiltonheadislandsc.bonfirehub.com/portal

Date Advertised: January 5, 2026

Solicitation Number: 2025-02

Description/Title: Bryant Road Workforce Housing Developer Partner

Optional Pre-Bid Conference: 10:00 AM to 11:00 AM on February 26, 2026

30 Bryant Road, Hilton Head Island SC 29926

Qualifications Submittal Deadline: 5:00 PM Eastern Time on April 6, 2026

*** Submissions will not be accepted after the stated time and date. ***

Submittals will be publicly opened via virtual conference at **10:00 AM Eastern Time on April 7, 2026**. The link to participate in the virtual opening is provided in Section I of this RFQ.

Deadline for Questions: 5:00 PM Eastern Time on March 19, 2026

Questions should be submitted through the Town's Procurement Portal using the "Ask a question" button.

Town Contact:

Jessica Cummings / Contracts Administrator/ jessicac@hiltonheadislandsc.gov / (843) 384-5104

Vendor Name:	Vendor Contact Name:
Vendor Mailing Address:	Vendor Contact Phone:
City-State-Zip-Code:	Vendor Contact Email Address:
By signature below, I certify that this bid is submitted in all respects fairly and without collusion or fraud. I agree that this bid shall be good and held open for a period of at least sixty (60) days from the Submittal Deadline. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this bid on behalf of the bidder.	
Vendor Authorized Signature: _____ Signature Date	Name and Title of Signatory: Name: _____ Title: _____

TOWN OF HILTON HEAD ISLAND
RFQ 2025-02
Bryant Road Workforce Housing Developer Partner

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TOWN OF HILTON HEAD ISLAND
RFQ 2025-02
Bryant Road Workforce Housing Developer Partner

I. GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

The Town of Hilton Head Island invites qualified development firms (“Offerors” or “Developer Partners”) to submit statements of qualifications to support the development of approximately 7.19 acres of Town-owned property located at 30 Bryant Road, Hilton Head Island, SC 29926.

The Town is seeking to identify a qualified and experienced development team composed of architects, engineers, land planners, financiers, realtors, and builders to collaborate with the Town and the Gullah Geechee Historic Neighborhoods Community Development Corporation (GGHCDC) on the planning, design, construction, and long-term operation of a mixed-income, mixed-use neighborhood.

It is the intent of the Town that the selected Developer Partner will direct all redevelopment activities under the oversight of the Town. The Town aims to qualify a Developer Partner that shares the Town’s vision in building capacity through the financing and development of a best-in-class workforce housing neighborhood.

Key goals of the project include:

1. Expand Workforce Homeownership

- Create attainable home ownership opportunities for the Island’s workforce.
- Incorporate long-term workforce housing affordability mechanisms.
- Support homebuyer readiness through partnerships that promote financial literacy and responsible ownership.

2. Reflect and Strengthen Community Character

- Design a subdivision that complements the scale, culture, and identity of the surrounding Spanish Wells historic neighborhood.
- Foster neighborhood cohesion through thoughtful site planning, compatible architecture, and community amenities.

3. Promote Innovative and Resilient Community Design Principles

- Integrate a variety of housing types and limited non-residential or community spaces that enhance livability and support neighborhood-scale economic activity.
- Employ energy-efficient and resilient design and construction practices that respect the Island’s natural systems.

4. *Advance Local Economic Opportunities*

- Support a vibrant local economy by retaining and attracting the Island's workforce.
- Encourage participation of local and minority-owned firms, nonprofit housing partners, and community-based organizations in project planning and delivery.

5. *Model Public-Private Collaboration*

- Demonstrate an effective partnership between the Town, the development community, and local stakeholders to deliver high-quality, workforce housing solutions aligned with the Town's Comprehensive Plan, Workforce Housing Framework, and Strategic Plan.

Offerors are encouraged to submit statements of qualification that demonstrate a strong alignment with the Town's vision, commitment to sustainability, and ability to deliver high quality, innovative housing solutions.

Qualifications must be submitted by the Qualifications Submittal Deadline shown on the [Transmittal Page](#). Qualifications will ONLY be accepted electronically via the Town's Procurement Portal which can be accessed using the following link hiltonheadislandsc.bonfirehub.com. If electronic submittal poses a hardship, please notify the Town Contact person identified on the [Transmittal Page](#).

Submittals will be publicly opened via virtual conference at the date and time indicated on the [Transmittal Page](#). **Only the names of Offerors will be provided at the opening. No other information will be shared at that time.** To participate, please use the following meeting link and information.

Virtual Opening of Submittals Link and Information

10:00 AM Eastern Time April 7, 2026

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 259 246 660 858 99

Passcode: nZ7gi6nU

All questions regarding this solicitation must be submitted in writing via the Town's Procurement Portal using the "Ask a question" button. Questions will be publicly answered via the Procurement Portal. It is the Offeror's responsibility to check the "Public Q&A" tab under the "Messages" section on the procurement portal to access and review all vendor Q&A. Addendums may be issued for

additional information and would also be posted via the Procurement Portal. It is the Offeror's responsibility to check the Procurement Portal for any addendums issued.

The Town reserves the right to accept or reject any or all submittals received as a result of this solicitation, to negotiate with all qualified Offerors, to award multiple contracts for all or part of the scope of work, or to cancel in part or in whole this solicitation, if in the best interests of the Town. The Town reserves the right to refuse any and all submittals and to waive any technicalities and formalities. The Town reserves the right to waive any requirement in this solicitation, including material requirements, if such material requirement is unmet by all Offerors, and such a waiver is determined to be in the best interests of the Town.

This solicitation does not commit the Town to award a contract or to procure any articles of goods or services. The Town shall not incur or pay for any costs associated with the preparation of Offeror submittals.

Submittals must be signed by an official of Offeror authorized to bind Offeror. Electronic signatures using secure signature software is acceptable. By submitting, Offeror agrees that its submittal shall be good and held open for a period of at least sixty (60) days from the Due Date.

The Town does not discriminate on the basis of race, color, national origin, sex [including pregnancy and childbirth (or related medical conditions)], religion, age or disability in employment or in the provision of goods and services.

The Town is committed to providing opportunities for disadvantaged businesses (small, women-owned, and minority-owned, etc.) to fully and fairly compete for contracts and to supply goods and services to the Town of Hilton Head Island. In the event of a tied bid, a certified disadvantaged business will be awarded the contract over a non-disadvantaged business. Ties between two businesses of the same status will be settled by a random selection. To be considered, disadvantaged businesses must submit proof of current government certification with their bid.

The Town is required under the South Carolina Freedom of Information Act, to upon request, make public and disclose all documents of, and documents incidental to, executed contractual arrangements. Therefore, Offerors, by submitting a response to this solicitation, are acknowledging that all materials submitted in their response may be subject to such disclosure, regardless of any labeling of materials as "confidential" or "proprietary" or other similar notations.

II. BACKGROUND INFORMATION

The Town of Hilton Head Island, located on the southern coast of South Carolina, spans 54 square miles and features 13 miles of beach. As the largest barrier island in the southeastern U.S., it is home to nearly 40,000 residents and is recognized for its natural beauty, high quality of life, and commitment to responsible development.

Within the Spanish Wells area, the Muddy Creek neighborhood is a culturally rich and historically significant community, home to iconic Gullah Geechee institutions like The Snack Bar, Spanish Wells Seafood & Produce, and Gullah Heritage Trail Tours. As of the 2020 Census, the neighborhood had a population of 231 across 56 households, with a median age of 45. Over the past decade, the area has experienced demographic shifts, reflecting increasing diversity.

Despite its strengths, Muddy Creek faces challenges from aging infrastructure and a mix of older stick-built and non-permanent housing. On May 2, 2023, the Hilton Head Island Town Council unanimously approved the purchase of the 30 Bryant Road property for \$3.4 million. The transaction was finalized on June 30, 2023. The Bryant Road property is a key part of the proposed Muddy Creek Neighborhood Stabilization Plan. Community input from a September 2024 gathering revealed support for workforce housing partnerships and a preference for a neighborhood that maintains the low to moderate density, small-scale character and cultural identity.

Situated off Spanish Wells Road near the Cross Island Parkway, this site presents an investment opportunity to address workforce housing needs, strengthen local economic development, and advance revitalization efforts within the Muddy Creek neighborhood, where the Town is implementing a Neighborhood Stabilization Plan.

The project site is zoned RM-4 (Low to Moderate Density Residential) which permits residential development. The purpose of this district is to protect and preserve the character of these areas and neighborhoods, and to encourage a variety of residential opportunities. The regulations of the district are intended to discourage development that would substantially interfere with, or be detrimental to, residential character. The district allows for limited non-residential development, such as community services.

Recognizing the changing needs of its population, the Town is actively seeking a Developer Partner to create a project that is an additive to the neighborhood while increasing workforce housing availability that can accommodate both current and future residents. The Developer Partner will be tasked with producing a development that fosters interest in the existing community.

The Town acquisition of 30 Bryant Rd that was featured in local media. Coverage includes:

Town Press Releases:

- [Town Council Approves the Purchase of 7.19 Acres on Bryant Road for Workforce Housing, May 3, 2023](#)
- [Town Purchase 7.19 Acres of Property on Bryant Road, July 11, 2023](#)
- ["Hilton Head Bryant Road Workforce Housing", May 4, 2023](#)

The Town's workforce housing objectives are guided by adopted planning documents, including the following:

- [2022 Workforce Housing Framework](#)
- [2019 Workforce Housing Strategic Plan](#)

- [Conditions and Trends Assessment](#)
- [Housing Impact Analysis](#)

These documents collectively guide the Town's approach to ensuring workforce housing remains accessible, sustainable, and aligned with community needs.

III. SCOPE OF SERVICES

Development Location. The location where the development will occur consists of 7.19 acres, located at 30 Bryant Rd, Hilton Head Island, SC 29926. (See Exhibit “B”).

Role of the Selected Developer Partner. Qualified development teams should demonstrate expertise in the following areas:

1. Collaborate with the Town, Gullah Geechee Historic Neighborhoods Community Development Corporation, community groups, and stakeholders to align the project with the Muddy Creek neighborhood vision and project goals.
2. Assemble a multidisciplinary team with expertise in architecture, engineering, land planning, finance, construction, sales, and housing programs.
3. Partner with the Town to establish a subdivision that integrates with the surrounding neighborhood.
4. Lead and implement all redevelopment phases, including planning, design, permitting, financing, staffing, execution, and program management.
5. Provide down payment assistance and homebuyer education, with a focus on leveraging local expertise and community-based partnerships.

Developer Partner’s Anticipated Qualifications/Experience/Expertise. The selected Firm shall possess, or within its team provide the following qualifications, ability, and experience:

1. Developing housing that fosters a vibrant community and integrates into an existing neighborhood.
2. Proven expertise in delivering mixed-income, mixed-use housing projects that are aligned with the strategic objectives similar to those of the Town.
3. Executing mixed-finance developments in close collaboration with local government authorities to efficiently navigate permitting and utility requirements for successful revitalization.
4. A strong history of partnering with community stakeholders, including non-profit developer builders supportive of community development, coupled with a demonstrated ability to integrate essential community amenities, such as after school programs, financial

counseling, and other supportive services into housing projects to enhance resident well-being and community cohesion.

Role of the Town. Based upon the final development plan and coordination with community members and residents, the Town anticipate providing:

1. Project vision.
2. Land contribution.
3. Potential financial contribution towards planning, engineering, and architectural design expenses as well as infrastructure design and installation, including zoning entitlements.
4. Expedited development plan review and permitting support.
5. Potential reduction of applicable Town fees.
6. Support the selected development team on programming and community objectives.

IV. SUBMITTAL REQUIREMENTS AND FORMATTING

Offerors are REQUIRED to submit all requested information and/or documentation outlined in this section of the solicitation. Any Offeror failing to do so may have their response rejected as being non-responsive and making them ineligible for contract award. The offeror must complete and return with their response the Checklist of Submittal Requirements, a copy of which is included in this solicitation as Exhibit A. Offerors shall submit their responses in a format and sequence that follows the section numbering and layout provided in this solicitation to assist the Town in its evaluation of responses.

Offerors shall submit written qualifications which clearly demonstrate their ability to provide quality services in an effective manner.

SUBMITTALS SHALL NOT EXCEED A TOTAL OF 30 PAGES. A PAGE IS CONSIDERED TO BE ONE SIDE OF A SHEET OF PAPER IF PRINTED. EXCEEDING THE PAGE LIMIT IS GROUNDS FOR REJECTION OF THE SUBMITTAL.

The following will not be counted as pages:

1. Front and/or back cover pages of your Qualifications document.
2. Table of Contents for your Qualifications document.
3. Section Dividers for your Qualifications document.
4. Copies of all current licenses applicable to the professional services being requested.

5. Checklist of Submittal Requirements (Exhibit A).
6. Submittal Transmittal Page (page 2 of RFQ).

If you have any questions on the above page limit information, submit your questions through the Procurement Portal.

Submittals shall include the following information, and should be arranged in labeled sections as follows:

Section A: Team Experience and Qualifications

Team Description: The Developer Partner's team should include as necessary the developer entity, architect (including experts in sustainability and green building), engineers, and legal counsel. Inclusion of property management options is a plus. Provide general information on the Developer and the development team, including the following:

1. Contact person, title, telephone number, and e-mail address.
2. Name of Developer Partner, main address, telephone/facsimile numbers, and e-mail address; address, telephone/facsimile numbers of office from which services will be provided, if different from above.
3. Description of firm size, number of employees, and a description in time and dollar value of projects in the pipeline.
4. Identify the individual who will serve as the Project Manager for the development team and who will direct and coordinate the development effort through completion. Describe the Project Manager's prior and current experience with projects of similar anticipated scope and size.
5. List the remaining members of the Developer Partner's team and provide an Organizational Chart. Identify all entities that comprise the team, indicating their specialization(s), relevant experience, and specific contribution to the team. These entities should include an architect, engineer, land planner, property manager and any other firms and professionals who will be part of the team.
6. Provide a description of the development team's prior experience working together. In addition, provide examples of the team's prior and current experience, within the last five (5) years, with developments of anticipated similar scope size and complexity, as well as experience in South Carolina, if any. Please include information related to the responsibilities outlined within this RFQ, including but not limited to partnership activities for workforce housing.
7. Provide information regarding the team's experience in designing and constructing energy

efficient and resilient buildings.

Section B: Profile and Approach of Developer Partner

List all relevant development and redevelopment projects that included, but are not necessarily limited to, workforce housing projects that were mixed-income, rental housing, or homeownership projects that development team has successfully completed. Please identify with specificity the states where they are located. Specify the number of units and the income groups served, the per-unit cost of each project, and the period of time it took to complete the project. Please provide this information by year.

Describe your understanding of the project and the Town's goals, whether from experience with similar projects or from preparatory research. Provide a proposed project approach that addresses the project issues and indicates a good understanding of the Town's objectives and goals.

Section C: Reference Information

Please provide a list of at least three (3) references for the Developer Partner and three such references for each of the other major team participants that will respond to this RFQ. Provide a list of past or current projects where the proposed development team has demonstrated its qualifications in any or all the activities requested under this RFQ. The list must include the name, title, organization, address, telephone, and email of the person most familiar with the work completed.

V. EVALUATION CRITERIA

Qualifications will be evaluated using the following criteria:

1. **Professional Qualifications and Firm Profile (30%)** – Strength and relevance of team composition assigned to the project, including demonstrated experience with workforce housing developments. Current project load and capacity of team to effectively manage this project. Ability to provide successful ongoing management following completion of the project.
2. **Past Performance (30%)** – Documented success in delivering comparable projects. Experience in developing land and mixed-income housing units that utilized innovative and creative approaches. Past performance in quality of work, cost control compliance with performance schedules and regulatory requirements. Experience and knowledge of the local housing market, down payment assistance programs, and homebuyer educational/counseling services.
3. **Vision and Approach (25%)** – Evidence the team understands the project and the Town's goals, whether from experience with similar projects or from preparatory research. The

team's proposed project approach addresses the project issues and indicates a good understanding of the Town's objectives and goals.

4. **Demonstrated Financial Capacity 10%)** – Demonstrated ability to finance, construct, and sustain the project through a proven track record of creative and viable financial plans that do not rely principally on the Town's sources. Proven ability to maximize private and non-profit sector participation in the financing of complex mixed-income projects.
5. **References (5%)** – Quality and relevance of references from similar projects.

Selection of a Preferred Partner List. Following the evaluation of the statements of qualification in this RFQ, the Town will prepare a ranking for highly rated firms to be on a "shortlist" of Preferred Developer Partners. Firms designated as Preferred Developer Partners will be invited to submit a formal development proposal in response to a Request for Proposals (RFP). The RFP will outline all required information to facilitate a comprehensive evaluation of the development proposals with the goal of establishing a Public-Private Partnership with the Town of Hilton Head Island.

Exhibit A
RFQ 2025-02
Bryant Road Workforce Housing Developer Partner

Checklist of Submittal Requirements

The following checklist is intended to advise the Offeror of all items or information that must be included with their submittal. Offerors shall provide:

1. Completed Submittal Transmittal Page (page 2 of RFQ)
2. Qualifications: A submittal of Qualifications that addresses all the required elements and formatting as specified in Section III and Section IV of this RFQ
3. Signed Offeror Acknowledgement on this Exhibit A below.

Offeror Acknowledgements:

In the space provided, the Offeror shall acknowledge receipt and review of the following addendums issued for this solicitation.

Addendum #'s: _____

I have read the above checklist of submittal requirements as well as this solicitation in its entirety, and understand that failure to submit any item, document, form or information identified as being required in either document, may result in the rejection of our submittal and eliminate our company from consideration for contract award.

Offeror/Company: _____

Signature: _____

Name: _____

Title: _____



- 30 Bryant Road
- Spanish Wells PUD
- Parcels
- Town-Owned Property - Current



TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-4500
Date Created: Friday, November 21, 2025

EXHIBIT B VICINITY MAP
RFQ 2025-02

Town of Hilton Head Island

30 Bryant Road Vicinity
November 2025

2,000 1,000 0 2,000 4,000 6,000 Feet

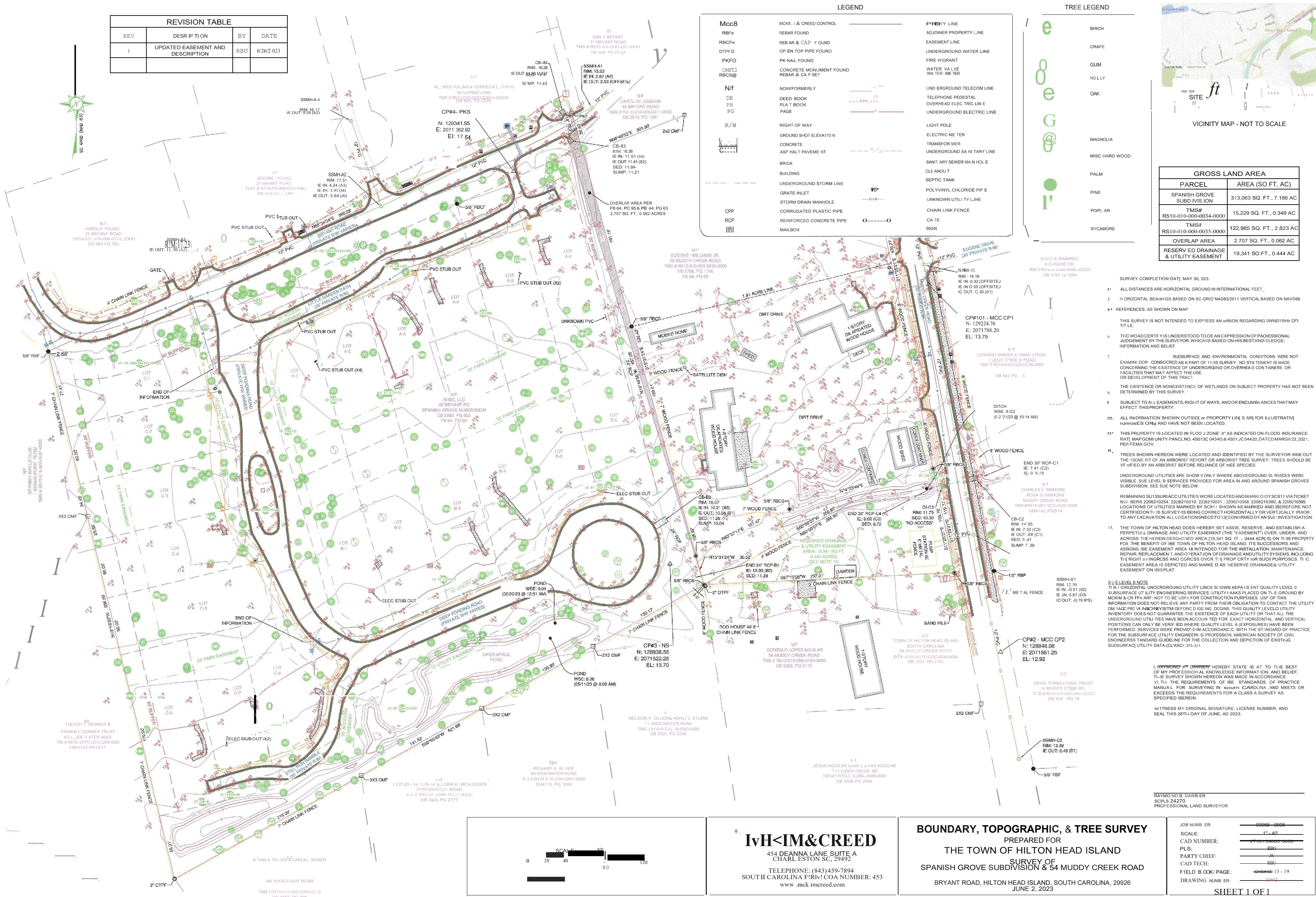
EXHIBIT A

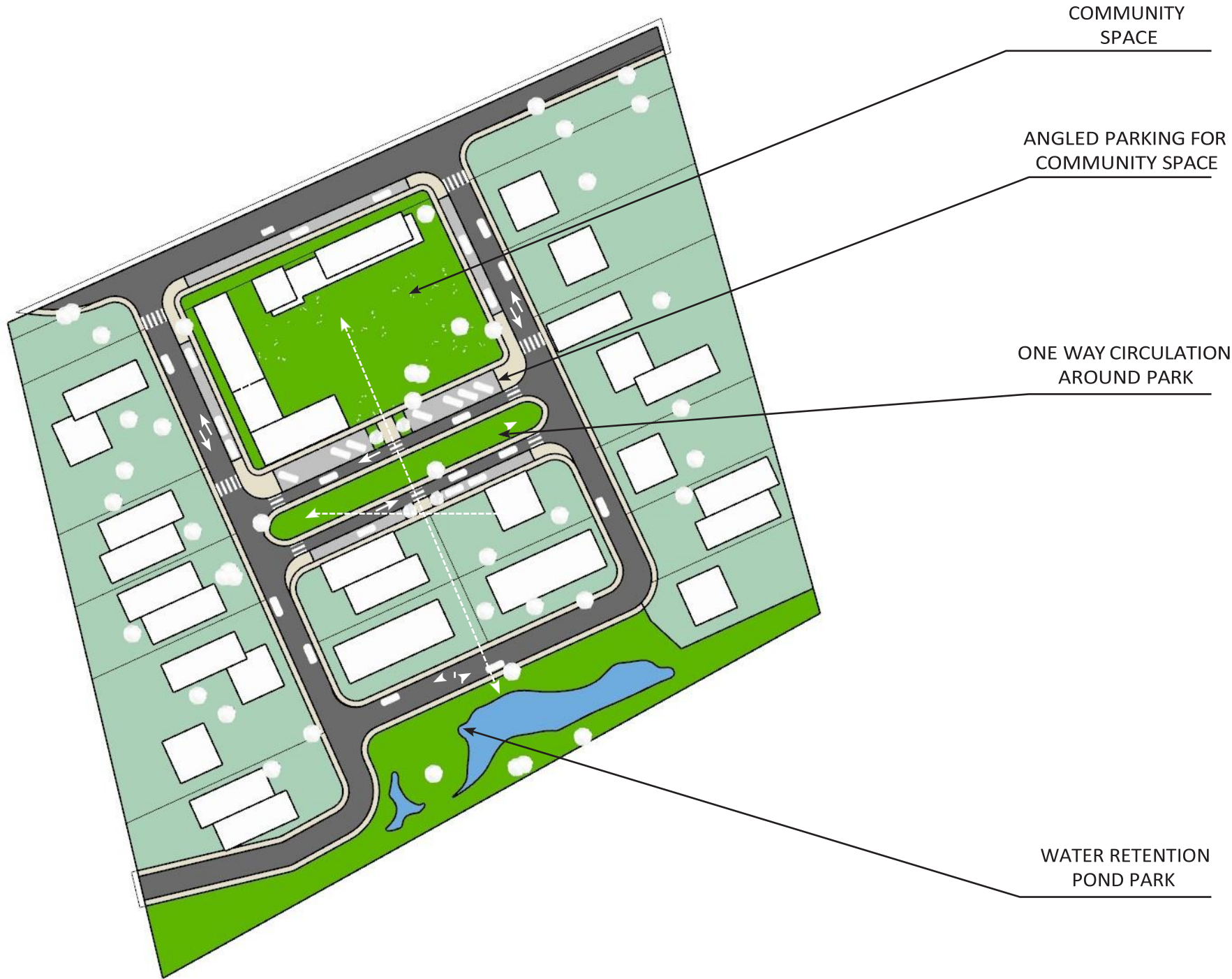
N



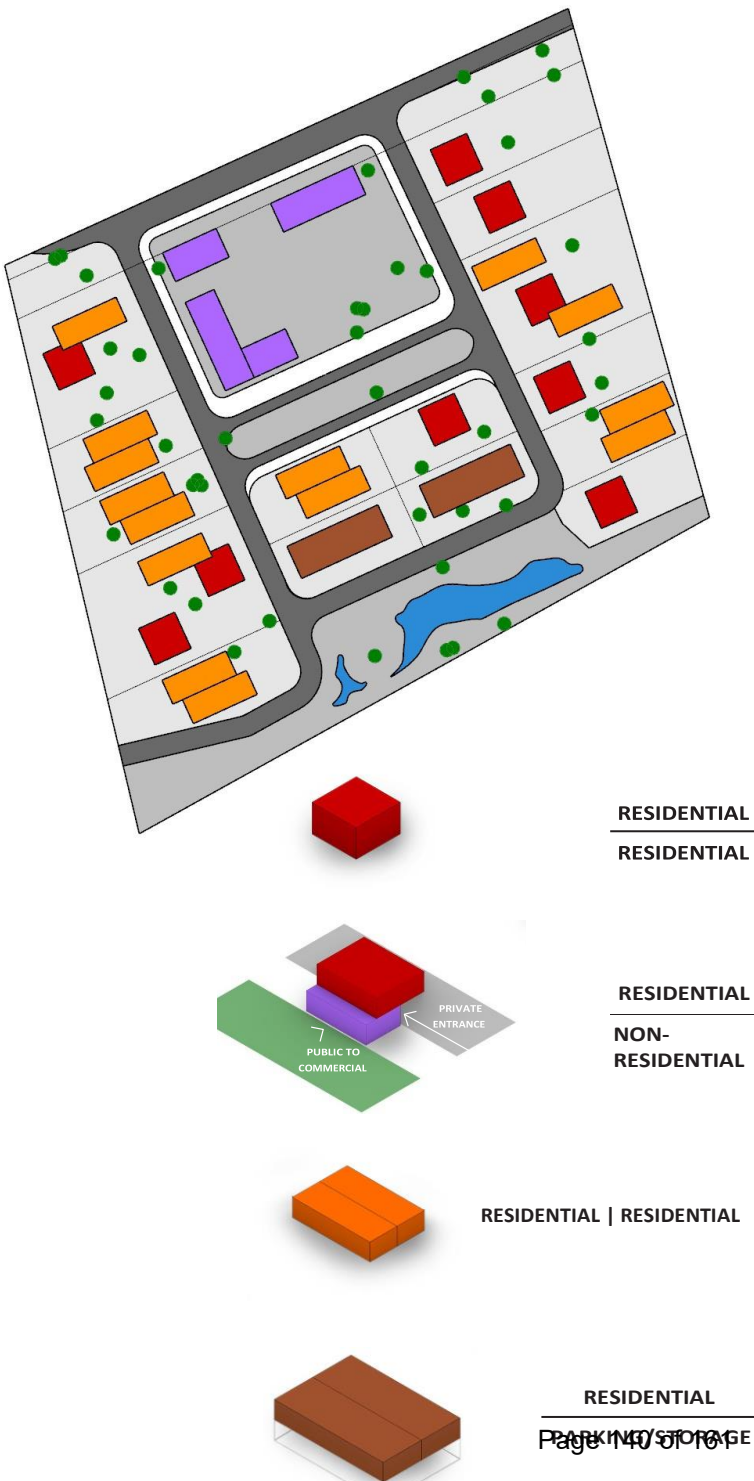
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state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

EXHIBIT C: DEVELOPMENT LOCATION





APPROXIMATE RANGE 40 UNITS





TOWN OF HILTON HEAD ISLAND

Town Council

TO: Mayor Alan R. Perry & Town Council Members
FROM: Ben Brown, Assistant Town Manager – Strategic Initiatives
CC: Marc Orlando, ICMA-CM, Town Manager
Brittany Ward, Town Attorney
DATE: July 14, 2026
SUBJECT: Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Termination of a Parking and Access Easement, and Amending a Declaration of Covenants and Non-Disturbance, Non-Competition, Declaration of Easements and Restrictive Covenants Agreement, Related to 72 Pope Avenue, Hilton Head Island, South Carolina, and Providing for Severability and an Effective Date.

RECOMMENDATION:

Consideration of approval of the proposed Ordinance authorizing the termination of a Parking and Access Easement and amending a Declaration of Covenants and Non-Disturbance, Non-Competition, Declaration of Easements and Restrictive Covenants Agreement related to 72 Pope Avenue, Hilton Head Island, South Carolina.

Town Council approved First Reading by a vote of 7-0 on February 10, 2026.

BACKGROUND:

The Town owns two properties along Pope Avenue totaling just under four acres as follows:

1. “**Town Property 1**” is located at 72 Pope Avenue containing, 1.8 acres, former Wild Wing Café site; and
2. “**Town Property 2**” is located at 94 Pope Avenue, containing 2.076 acres, portion of Lowcountry Celebration Park.

Town Property 1 currently benefits from a “Parking and Access Easement” (“**TP1 Easement**”), as well as a “Non-Disturbance, Non-Competition and Use Agreement, Declaration of Easements and Restrictive Covenants” (“**NDNC Agreement**”).

Both Town Property 1 and Town Property 2 are subject to a document titled “Circle Center Outparcel Covenants Regarding Parking, Building, Use and Access Rights” (“**Outparcel Covenants**”).

The parcel adjacent to both Town Property 1 and Town Property 2 is commercial property commonly known as Circle Center, and is owned by BRE Retail Residual Circle Center Owner, LLC (“**BRE**”), collectively hereinafter the “**BRE Property**”. The BRE Property is burdened by the TP1 Easement and NDNC Agreement.

The Town and BRE discussed and propose that Town Council consider the following:

1. Terminating the TP1 Easement. BRE has agreed to make a payment of One Hundred Thousand (\$100,000) Dollars as monetary compensation for the termination of TP1 Easement.
2. Amending the terms of the NDNC Agreement and Outparcel Covenants to provide clarity on allowable uses. The Town requested the terms be amended to establish that government, public purposes or civic purposes are allowable uses on both Town Property 1 and Town Property 2. BRE has agreed to amend the NDNC Agreement and Outparcel Covenants’ allowable uses as requested.

The proposed ordinance implements agreed-upon changes between the Town and BRE by terminating the existing Parking and Access Easement for compensation and clarifying allowable uses under the NDNC Agreement and Outparcel Covenants for Town Property 1 and Town Property 2.

NEXT STEPS:

Approve/Disapprove an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Termination of a Parking and Access Easement, and Amending a Declaration of Covenants and Non-Disturbance, Non-Competition, Declaration of Easements and Restrictive Covenants Agreement, Related to 72 Pope Avenue, Hilton Head Island, South Carolina, and Providing for Severability and an Effective Date.

Approval of the ordinance will allow the Town to finalize these amendments, receive the negotiated payment for the easement termination, and provide greater clarity regarding permitted governmental, civic, and public uses on the affected properties.

ATTACHMENT:

1. Property Map
2. Ordinance with Exhibits

Easements

- Access
- Parking and Access
- Sign

Public Parking Signs

Other Town-Owned Property

Parcels



Town Property I
- 5,384 sqft
- 1.80 acres
- 74 Parking Spaces

Circle Center
- 6.91 acres
- 260 Parking Spaces

Town Property II
- 2.65 acres

Lowcountry Celebration Park

Pope Avenue

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,
AUTHORIZING THE TERMINATION OF A PARKING AND ACCESS EASEMENT,
AND AMENDING A DECLARATION OF COVENANTS AND NON-DISTURBANCE,
NON-COMPETITION, DECLARATION OF EASEMENTS AND RESTRICTIVE
COVENANTS AGREEMENT, RELATED TO 72 POPE AVENUE, HILTON HEAD
ISLAND, SOUTH CAROLINA, AND PROVIDING FOR SEVERABILITY AND AN
EFFECTIVE DATE**

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

Section 1. Findings and Conclusions.

- (a) The Town of Hilton Head Island, South Carolina (the “*Town*”), is the owner of real property described as:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 1.80 acres, more or less, and being shown and designated as Parcel II, 1.80 acres, a Section of Pope Avenue Commercial on a plat prepared by Michael R. Dunigan, SCRLS # 11905, dated March 11, 1992, and recorded June 3, 1992, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 140 (herein, “Town Property 1”).

And Also:

All that certain piece, parcel or tract of land lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 2.076 Acres, more or less, shown and described as “2.076 Acres, Pope Avenue,” on a Plat prepared by Terry G. Hatchell, SCRLS 11759, dated July 22, 1997, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 62 at Page 67.

Being the same property described as “Parcel III 2.65 Acres Future Shopping Center Development” on a plat entitled “A Plat of 6.91 Acres Pope Avenue” prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 170, save and except therefrom that certain parcel shown and designated as “Parcel III-A” on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, “Town Property 2”).

- (b) The Town Property 1 is benefitted by a Parking and Access Easement dated June 5, 1992, and recorded on June 18, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 601 at Page 250 (herein, the “**Parking and Access Easement**”) and is benefitted by a Non-Disturbance, Non-Competition and Use Agreement, Declaration of Easements and Restrictive Covenants dated June 5, 1992, and recorded on June 18, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 601 at Page 261 (herein, the “**NDNC Agreement**”).
- (c) The Town Property 1 and Town Property 2 are subject to a document titled “Circle Center Outparcel Covenants Regarding Parking, Building, Use and Access Rights” dated December 30, 1991, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 591 at Page 109 and the “First Amendment to Circle Center Outparcel Covenants Regarding Parking, Building and Access Rights (herein, collectively, the “**Outparcel Covenants**”).
- (d) BRE Retail Residual Circle Center Owner, LLC (herein, “**BRE**”) is the owner of the property that is burdened by the Parking and Access Easement, and the NDNC Agreement, and which is benefitted by the Outparcel Covenants.
- (e) The Town has negotiated an agreement with BRE to terminate the Parking and Access Easement for a payment of One Hundred Thousand and no/100 (\$100,000.00) Dollars and to Amend the Outparcel Covenants and the NDNC Agreement in a manner beneficial to the Town and to BRE.
- (f) For the reasons stated in paragraph (e) above, the Town finds that the Agreement providing for the termination of the Parking and Access Easement and the Amendment of the Outparcel Covenants and the NDNC Agreement are in the best interests of the Town, and will promote the health, safety and welfare of the Town’s citizens, residents, property owners and business owners.
- (g) S. C. Code Ann. § 5-7-40 (Supp. 2026) and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina*, (1983), require that any lease, conveyance or granting of an interest in real property owned by the Town of Hilton Head Island, South Carolina, must be authorized by Ordinance.

Section 2. Authority to Terminate Easement.

- (a) The Mayor and Town Manager are authorized to execute and deliver the “Termination of Parking and Access Easement” and the “Second Amendment to Outparcel Covenants” and the “Amendment to the Non-Disturbance, Non-Competition and Use Agreement, Declaration of Easements and Restrictive Covenants” in the form and substance as the documents attached hereto as “**Exhibit A**,” “**Exhibit B**” and “**Exhibit C**.”

- (b) The Mayor and Town Manager are authorized to take all other and further actions as may be necessary to complete the action authorized in (a) above.

Section 3. Severability.

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

Section 3. Effective Date.

This Ordinance shall be effective on the date of its adoption by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF
HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS ____ DAY OF JULY, 2026.**

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

First Reading: February 10, 2026
Second Reading:

APPROVED AS TO FORM:

Brittany Ward, Town Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) TERMINATION OF PARKING AND
 ACCESS EASEMENT RECORDED IN
RECORD BOOK 601 AT PAGE 250

This “Termination of Parking and Access Easement” is made by and between BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) and the Town of Hilton Head Island, South Carolina (herein, the “Town”), on this ____ Day of August, 2026.

For and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, as well as other good and valuable consideration, paid by BRE to the Town, the receipt and sufficiency of which is acknowledged, BRE and the Town agree as follows:

1. The Town is the owner of real property that is known and described as:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 1.80 acres, more or less, and being shown and designated as Parcel II, 1.80 acres, a Section of Pope Avenue Commercial on a plat prepared by Michael R. Dunigan, SCRLS # 11905, dated March 11, 1992, and recorded June 3, 1992, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 140 (herein, the “Town Property”).

2. BRE is the owner of real property that is known and described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hilton Head Island, County of Beaufort, State of South Carolina, containing 6.91 acres, more or less, and being shown and described as “6.91 Acres – Pope Avenue, A Section of Pope Avenue Commercial,” prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded January 17, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 42 at Page 179, and also as shown on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in

the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49.

And Also:

All that certain piece, parcel of tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 0.57 Acre, more or less, and being shown as "0.57 Ac. Parcel III-A" on a Plat entitled "An Update Asbuilt Plat of Circle Center and Parcel III-A" prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, collectively, the "BRE Property").

3. The Town Property is benefitted by a Parking and Access Easement dated June 5, 1992, and recorded on June 18, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 601 at Page 250 (herein, the "Parking and Access Easement").
4. The BRE Property is burdened by the Parking and Access Easement.
5. The Town and BRE agree that the Parking and Access Easement is hereby terminated and neither the Town nor BRE have any further rights or obligations under it.
6. Following the recording of this Termination of Parking and Access Easement, BRE consents and agrees that the Town may close the curb cut lying on the western boundary of the Town Property and which is described in the Parking and Access Easement.
7. Nothing in this Termination of Parking and Access Easement shall affect or limit the rights granted to the Town of Hilton Head Island and the general public in the "Roadway Easement Agreement" between the Town and BRE dated August 8, 2022, and recorded on September 22, 2022, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Official Record Book 4184 at Page 247.

In Witness Whereof, BRE Retail Residual Circle Center Owner, LLC has caused its duly authorized officer(s) to execute this Termination of Parking and Access Easement, as of this ____ Day of August, 2026.

WITNESSES:

BRE RETAIL RESIDUAL CIRCLE CENTER
OWNER, LLC

By: _____
Matthew Ryan, EVP, President
South Region

STATE OF _____)
COUNTY OF _____) UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Matthew Ryan, EVP, President South Region of BRE Retail Residual Circle Center Owner, LLC, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

In Witness Whereof, the Town has caused its duly authorized officers and representatives to execute this Termination of Parking and Access Easement, as of this ____ Day of August, 2026.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

Attest: _____
Marc A. Orlando, Town Manager

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

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

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA) SECOND AMENDMENT TO
) COVENANTS RECORDED IN
COUNTY OF BEAUFORT) DEED BOOK 591 AT PAGE 109

This “Second Amendment to Covenants Recorded in Deed Book 591 at Page 109,” is made by and between BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) and the Town of Hilton Head Island, South Carolina (herein, the “Town”), on this ____ Day of April, 2026.

Whereas, the Town of Hilton Head Island, South Carolina (the “Town”) is the owner of real property that is known and described as:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 1.80 acres, more or less, and being shown and designated as Parcel II, 1.80 acres, a Section of Pope Avenue Commercial on a plat prepared by Michael R. Dunigan, SCRLS # 11905, dated March 11, 1992, and recorded June 3, 1992, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 140 (herein, "Town Property 1").

And Also:

All that certain piece, parcel or tract of land lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 2.076 Acres, more or less, shown and described as "2.076 Acres, Pope Avenue," on a Plat prepared by Terry G. Hatchell, SCRLS 11759, dated July 22, 1997, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 62 at Page 67.

Being the same property described as “Parcel III 2.65 Acres Future Shopping Center Development” on a plat entitled “A Plat of 6.91 Acres Pope Avenue” prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 170, save and except therefrom that certain parcel shown and designated as “Parcel III-A” on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, “Town Property 2”).

Whereas, BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) is the owner of real property that is known and described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hilton Head Island, County of Beaufort, State of South Carolina, containing 6.91 acres, more or less, and being shown and described as “6.91 Acres – Pope Avenue, A Section of Pope Avenue Commercial,” prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded January 17, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 42 at Page 179, and also as shown on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49.

And Also:

All that certain piece, parcel of tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 0.57 Acre, more or less, and being shown as “0.57 Ac. Parcel III-A” on a Plat entitled “An Update Asbuilt Plat of Circle Center and Parcel III-A” prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, collectively, the “BRE Property”).

Whereas, Town Property 1 and Town Property 2 are subject to a document titled “Circle Center Outparcel Covenants Regarding Parking, Building, Use and Access Rights” dated December 30, 1991, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 591 at Page 109 (herein, the “Outparcel

Covenants”), and the “First Amendment to Circle Center Outparcel Covenants Regarding Parking, Building and Access Rights (herein, the “First Amendment to Covenants”).

Whereas, the BRE Property is the property that is benefitted by the Outparcel Covenants and the First Amendment to Covenants, and BRE is authorized to amend the Outparcel Covenants and the First Amendment to Covenants.

Now, therefore, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, paid to BRE at and before the execution and delivery of this Amendment to Covenants, the receipt and sufficiency of which is acknowledged, BRE and the Town agree that the Outparcel Covenants shall be amended by:

(a) deleting Article 3(e) in its entirety and replacing Article 3(e) with the following language:

e. No portion of the Outparcel Property or any improvements thereon shall be used for the sale of health foods, delicatessen items, fresh fruits and vegetables, meat and/or other items generally sold by supermarkets, and, further, no store(s) or building(s) located in the Outparcel Property shall be used for the operation of a lounge, tavern, nightclub, skating rink, motion picture or legitimate theater, arcade, bingo parlor, bowling alley, non-service oriented business or professional offices, amusement center, funeral parlor, health and beauty aid store, operation of a pharmacy, automobile or motorcycle sales, schools or training facilities, entertainment or recreational type activities, or for any non-retail use (except all service-oriented business such as insurance and real estate offices). The foregoing notwithstanding, the following uses are not prohibited by these Covenants, and are expressly allowed on the Outparcel Property: any and all municipal uses, including, but not limited to, public parking, public parks and open space, municipal offices of any description, including but not limited to offices provided to and staffed by Town contractors or other entities supported by the Town, municipal parking authority, municipal park services, beach and environmental services, meeting space, law enforcement services, and Fire and Rescue, including Emergency Medical Services.

(b) Inserting the following language as Article 3(f):

f. Notwithstanding anything to the contrary contained in these covenants or the First Amendment to Covenants, no reciprocal parking,

shared parking, or similar rights shall exist in favor of the Outparcel Property over the Shopping Center Property. Any prior language acknowledging, approving, or permitting limited reciprocal parking over any portion of the Shopping Center Property – including, without limitation, the area adjacent to Parcel II and any portion located more than 250 feet from the former Bi-Lo grocery store entrance – is hereby deleted.

Except as is expressly stated above, the other terms of the Outparcel Covenants and the First Amendment to Covenants shall remain enforceable according to the terms thereof.

Nothing in this Second Amendment to Covenants Recorded in Deed Book 591 at Page 109 shall affect or limit the rights granted to the Town of Hilton Head Island and the general public in the “Roadway Easement Agreement” between the Town and BRE dated August 8, 2022, and recorded on September 22, 2022, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Official Record Book 4184 at Page 247.

In Witness Whereof, BRE Retail Residual Circle Center Owner, LLC has caused its duly authorized officer(s) to execute this Second Amendment to Covenants Recorded in Record Book 591 at Page 109, as of this ____ Day of August, 2026.

WITNESSES:

BRE RETAIL RESIDUAL CIRCLE CENTER
OWNER, LLC

By: _____
Matthew Ryan, EVP, President
South Region

By: _____

STATE OF _____)
COUNTY OF _____) UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Matthew Ryan, EVP, President of BRE Retail Residual Circle Center Owner, LLC, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

In Witness Whereof, the Town has caused its duly authorized officers and representatives to execute this Second Amendment to Covenants Recorded in Record Book 591 at Page 109, as of this ____ Day of August, 2026.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

Attest: _____
Marc A. Orlando, Town Manager

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

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

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA) AMENDMENT TO NON-DISTURBANCE,
) NON-COMPETITION AND USE RECORDED
) AGREEMENT DECLARATION OF
COUNTY OF BEAUFORT) RESTRICTIVE COVENANTS RECORDED
) IN DEED BOOK 601 AT PAGE 261

This “Amendment to Non-Disturbance, Non-Competition and Use Agreement Declaration of Easements and Restrictive Covenants recorded in Deed Book 601 at Page 261” is made by and between BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) and the Town of Hilton Head Island, South Carolina (herein, the “Town”), on this ____ Day of August, 2026.

Whereas, the Town of Hilton Head Island, South Carolina (the “Town”) is the owner of real property that is known and described as:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 1.80 acres, more or less, and being shown and designated as Parcel II, 1.80 acres, a Section of Pope Avenue Commercial on a plat prepared by Michael R. Dunigan, SCRLS # 11905, dated March 11, 1992, and recorded June 3, 1992, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 140 (herein, the “Town Property”).

Whereas, BRE Retail Residual Circle Center Owner, LLC (herein, “BRE”) is the owner of real property that is known and described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hilton Head Island, County of Beaufort, State of South Carolina, containing 6.91 acres, more or less, and being shown and described as "6.91 Acres – Pope Avenue, A Section of Pope Avenue Commercial," prepared by Michael R. Dunigan, SCRLS 11905, dated December 6, 1991, and recorded January 17, 1992, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 42 at Page 179, and also as shown on a Plat entitled "An Update Asbuilt Plat of Circle Center and Parcel III-A" prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49.

And Also:

All that certain piece, parcel of tract of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 0.57 Acre, more or less, and being shown as "0.57 Ac. Parcel III-A" on a Plat entitled "An Update Asbuilt Plat of Circle Center and Parcel III-A" prepared by Michael R. Dunigan, SCRLS 11905, dated August 10, 1993, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (herein, collectively, the "BRE Property").

Whereas, the Town is authorized to amend the NDNC Agreement.

Now, therefore, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, paid to BRE at and before the execution and delivery of this Amendment to Covenants, the receipt and sufficiency of which is acknowledged, BRE and the Town agree that the NDNC Agreement shall be amended by:

(a) deleting Article 2 in its entirety and replacing Article 2 with the following language:

2. Only to the extent permitted and not prohibited by that certain agreement entitled "Circle Center Outparcel Covenants Regarding Parking, Building, Use and Access Right" (the "Outparcel Restrictive Agreement") dated December 30, 1991 and recorded in Book 591, Page 109 in the R.M.C. Office of Beaufort County, South Carolina, as said Outparcel Restrictive Agreement was amended by First Amendment to Circle Center Outparcel Covenants Regarding Parking, Building Use and Access Rights dated May 29, 1992 recorded in Book 601, Page 232, in the R.M.C. Office of Beaufort County, South Carolina, Circle Center further grants to Hilton Head Partners, its successors and assigns, and its guests, invitees, employees and customers a perpetual non-exclusive right and easement in, through and over, for the purpose of passage and driving vehicles, upon the drives and

lanes on the Circle Center Property which are now or may hereafter from time to time be used for vehicular traffic on the Circle Center Property.

Except as is expressly stated above, the other terms of the NDNC Agreement shall remain enforceable according to the terms thereof.

Nothing in this Amendment to the NDNC Agreement shall affect or limit the rights granted to the Town of Hilton Head Island and the general public in the “Roadway Easement Agreement” between the Town and BRE dated August 8, 2022, and recorded on September 22, 2022, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Official Record Book 4184 at Page 247.

In Witness Whereof, BRE Retail Residual Circle Center Owner, LLC has caused its duly authorized officer(s) to execute this Amendment to Non-Disturbance, Non-Competition and Use Agreement Declaration of Easements and Restrictive Covenants recorded in Deed Book 601 at Page 261, as of this ____ Day of August, 2026.

WITNESSES:

BRE RETAIL RESIDUAL CIRCLE CENTER
OWNER, LLC

By: _____
Matthew Ryan, EVP, President
South Region

By: _____

STATE OF _____)
COUNTY OF _____) UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Matthew Ryan, EVP, President of BRE Retail Residual Circle Center Owner, LLC, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____

In Witness Whereof, the Town has caused its duly authorized officers and representatives to execute this Amendment to Non-Disturbance, Non-Competition and Use Agreement Declaration of Easements and Restrictive Covenants recorded in Deed Book 601 at Page 261, as of this ____ Day of August, 2026.

WITNESSES: THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

Attest: _____
Marc A. Orlando, Town Manager

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

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

Sworn to and Subscribed before me
on this _____ Day of August, 2026.

Notary Public for South Carolina
My Commission Expires: _____