

- a. The Town and the BCSD agree to execute any and all instruments necessary to effectuate clear title to all or any portion of the Premises in the name of the Town or the BCSD as set forth in this Agreement.
- b. The Town agrees to convey title to the BCSD of the property shown as Tennis Court on Exhibit A.
- c. The BCSD agrees to convey title to the Town of both a portion of the Right of Way Parcel and of Parcel 24, such real property being shown on Exhibit A as being east of the Tennis Court, being north of the Wood Fence, being south of Parcel 23, and being west of London Avenue.

3. AUTHORIZATION TO OPERATE AND CONSTRUCT. The Town authorizes the BCSD and the BCSD authorizes the Town to continue to operate upon the Premises public education and public recreation facilities as described in this Agreement and to construct future improvements or additions to the same as shown on Exhibit B, incorporated by reference herein. The Parties agree the construction of improvements and/or additions by the Town upon the Premises shall in no way interfere with educational services provided to BCSD students enrolled at PRES.

4. IMPROVEMENTS TO AND USE OF PARCEL 23.

- a. The Town authorizes the BCSD, at the BCSD's sole expense, to construct, use and maintain a new playground facility in the area shown as education on Exhibit B, being part of Parcel 23. The BCSD shall have first use rights to the playground area during any and all times the BCSD is in session for students and during BCSD summer school and enrichment for students at PRES. This includes areas labeled on Exhibit B as basketball, playground, open field, pickleball and garden. This area will be surrounded by fencing and shall include all areas within the fence.
- b. All areas constructed by the BCSD will be designed in accordance with BCSD standards. Review of design and construction by the BCSD shall be made by and pursuant to the jurisdiction of the South Carolina Department of Education Office of School Facilities and not by the Town.
- c. The Town shall have secondary rights to use the playground area surrounded by an existing block wall at all times not being utilized by the school when school is not in session for students. It is expressly understood and agreed the Town shall not possess any right to use of such playground and associated areas on Parcel 23 for thirty (30) minutes before and thirty (30) minutes after the normal school day for students at PRES. At no time shall use be later than 9:00 pm.
- d. Use by the Town of the basketball court and the tennis court (to be converted to pickleball courts (designated as pickleball on Exhibit B)) may extend beyond dusk when lights are used. The Town shall restrict use of the basketball court and the pickleball area to no later than 10:00 pm. The BCSD shall construct a fence around the basketball court with a gate for school use on the school side and a gate for

Town use which will exit toward the perimeter roads. The construction, maintenance and utility expense for all lights and utilities used in the basketball court and pickleball area shall be the sole responsibility of the Town.

- e. It is understood by the Parties the school playground shall not be available to the Town or public at any time.
- f. The Town shall assume liability when areas are dedicated for public use. All Town laws, rules, procedures, and regulations shall be followed when under public use. The Town shall include liability insurance coverage in these areas for these times to the extent required by law.
- g. The BCSD shall assume liability when areas are dedicated for school use. All BCSD rules, procedures and regulations shall be followed when under school use. The BCSD shall include liability insurance coverage in these areas for these times to the extent allowed by law.
- h. The BCSD shall be responsible for the maintenance and upkeep of the basketball court, school playground, open field, and pickleball area. The Town shall make an annual contribution to the BCSD in the amount of \$2,000 to pay for the maintenance and upkeep of these facilities.
- i. The Town shall be responsible for trash pick-up, trash can trash removal, and the removal of other miscellaneous debris by 8:00 AM each Monday morning so the BCSD playgrounds are ready for school use by 9:00 AM. Any damage noticed during this service shall be reported to the BCSD maintenance work order number at 843.322.0711 on the date of discovery.
- j. No dogs or other animals shall be allowed in the education and recreation areas as shown on Exhibit B. The Town shall assist the BCSD in enforcement of this restriction. The BCSD shall post "No dogs allowed" signs along the fencing bordering the social area as shown as Exhibit B.
- k. The social and formal areas as shown on Exhibit B shall be used by and be the sole responsibility of the Town. The Town shall be solely responsible for maintenance of the social and formal areas as shown on Exhibit B.

5. IMPROVEMENTS TO AND USE OF PARCEL 24.

- a. The Parties agree to jointly utilize Parcel 24.
- b. The tennis courts located on all or a portion of Parcel 24 shall be converted by the BCSD to pickleball courts. The pickleball courts shall be used by the BCSD and the Town as described in Paragraph 3, hereinabove.
- c. The Town shall fill the stormwater ditch along 12th Street and London Ave. This

ditch is partially located in the right of way of these two (2) streets and upon real property owned by the BCSD. This work is to expand the usable area adjacent to the recreation area. The primary use of the new area shall be for a new sidewalk for a safe pathway for ingress, egress, and access to PRES for students and adults. The secondary use of this space shall be for parking, when available. In no way shall the newly created parking interfere with the safe ingress, egress, and access to and from PRES. The Town shall submit plans and schedules for work in this area to the BCSD for review and approval. All work in this area completed by the Town and shall be under the Town's jurisdiction for design, permit approval, and construction review.

6. TERM AND TERMINATION. The initial term (the "Initial Term") of this Agreement shall be for a period of twenty-five (25) calendar years, commencing on the ___ day of _____, 2017, and ending at midnight on June 30, 2042. After the Initial Term, this Agreement shall automatically be renewed for successive renewal terms of five (5) years each, beginning on July 1 of the renewal year and concluding on June 30 of the fifth year. Either party may terminate this Agreement by sending to the other a written notice evidencing that party's intent to terminate this Agreement no later than 11:59 PM on January 1 of the final year of the Agreement term then in effect. The Initial Term and any renewal terms shall collectively be called the "Term".

7. SURVEYING. The BCSD shall pay any and all surveying costs related to the construction and relocation of the structures on the Premises and on the Town's property.

8. EXTERIOR MATERIALS. The BCSD agrees to consult with the Town's representative regarding exterior materials for fencing to be constructed on the Premises to ensure they are architecturally compatible with the structures existing on the school complex areas and on the Town's adjoining property.

9. COMPLIANCE WITH RULES AND REGULATIONS GOVERNING SCHOOL FACILITIES. The BCSD and the Town agree to comply with BCSD Administrative Regulations OS-29, Use of School Facilities, HRS-9, Tobacco-Free Workplace, and SS-24, Tobacco Use by Students, and the BCSD Rules and Regulations Governing Use of School Facilities, as may be from time to time amended and which are incorporated herein by reference.

10. MAINTENANCE. The BCSD shall maintain the facilities on the Premises in good repair, and the Town will maintain its facilities in a similar condition. Subject to any provisions set forth herein to the contrary, the Town shall not be responsible for maintenance to the facilities on or to the Premises.

11. SIGNAGE. Signage shall be provided by the BCSD. No person or entity may install any signage on the Premises without prior written permission of the Town, which permission shall not be unreasonably withheld or delayed.

12. SPECIAL MAINTENANCE AND CLEANING FEES. Any costs incurred relating to this section shall be dealt with by the Parties' representatives and be resolved on an equitable basis.

13. CRIMINAL BACKGROUND AND SEX OFFENDER SCREENING. The

Town, or its contractor(s), shall perform a criminal background check meeting BCSD minimum specifications on each person performing any services or work prior to such person(s) performing such services or work in or on the Premises in furtherance of this Agreement. Further, the Town, or its contractor(s), shall ensure each such person is not listed on the South Carolina Sex Offender Registry. The Town and its contractor(s) shall not knowingly allow any sex offender on BCSD property in connection with this Agreement.

14. NO WAIVER. The failure of a party to require strict performance by the others of any covenant, term or condition of this Agreement is not a waiver of any breach of the same or any other covenant, term or condition herein.

15. REMEDIES CUMULATIVE. To the extent permitted by law, the rights and remedies of each Party herein are cumulative, and the exercise of any one of them will not be deemed to be in exclusion of any other. The rights and remedies herein are in addition to any rights and remedies available to either Party at law or equity.

16. RIGHT TO CURE OTHER'S DEFAULT. If a party fails to perform any covenant, term or condition of this Agreement, the others may, after giving reasonable notice, perform such covenant, term or condition and expend whatever sums may be necessary. All sums expended shall be repaid on demand. This performance shall not waive any rights or remedies which either party may have against the other for such default.

17. TIME OF ESSENCE. Time is of the essence in this Agreement.

18. NOTICES. All notices and communications under this Agreement shall be in writing and shall be deemed to be properly given upon the first to occur of the following: (i) upon receipt by the party to whom such communication is being given; or (ii) three (3) business days after being duly deposited in the United States mail, certified or registered, return receipt requested and addressed as follows:

To the BCSD: Beaufort County School District
 Attn: Superintendent
 Post Office Drawer 309
 Beaufort, South Carolina 29901

With Copy to: Beaufort County School District
 Attn: General Counsel
 Post Office Drawer 309
 Beaufort, South Carolina 29901

To the Town: Town of Port Royal
 Attn: Town Manager
 Post Office Box 9
 Port Royal, South Carolina 29935

19. ENTIRE AGREEMENT. The Parties acknowledge they have read and understand the terms of this Agreement This Agreement contains the entire agreement and understanding

between the Parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Agreement may only be amended in a writing signed by all Parties hereto.

ACKNOWLEDGEMENTS:

BEAUFORT COUNTY SCHOOL DISTRICT

By: Patricia Felton-Montgomery

Its: Chairperson

Before these two (2) witnesses:

(1) _____ (2) _____

The foregoing instrument was acknowledged before me this _____ (date) by Patricia Felton-Montgomery, the Chairperson of the Beaufort County School District.

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2016

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

TOWN OF PORT ROYAL, SOUTH CAROLINA

By: Sam Murray Its:
Mayor

Attest: Van Willis

Its: Town Manager

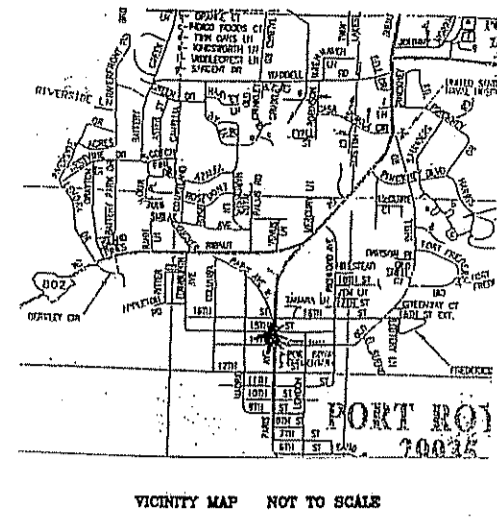
Before these two (2) witnesses:

(1) _____ (2) _____ ; _____

The foregoing instrument was acknowledged before me this _____ (date) by Sam Murray, the Mayor of the Town of Port Royal, South Carolina, and by Van Willis, the Town Manager of the Town of Port Royal, South Carolina.

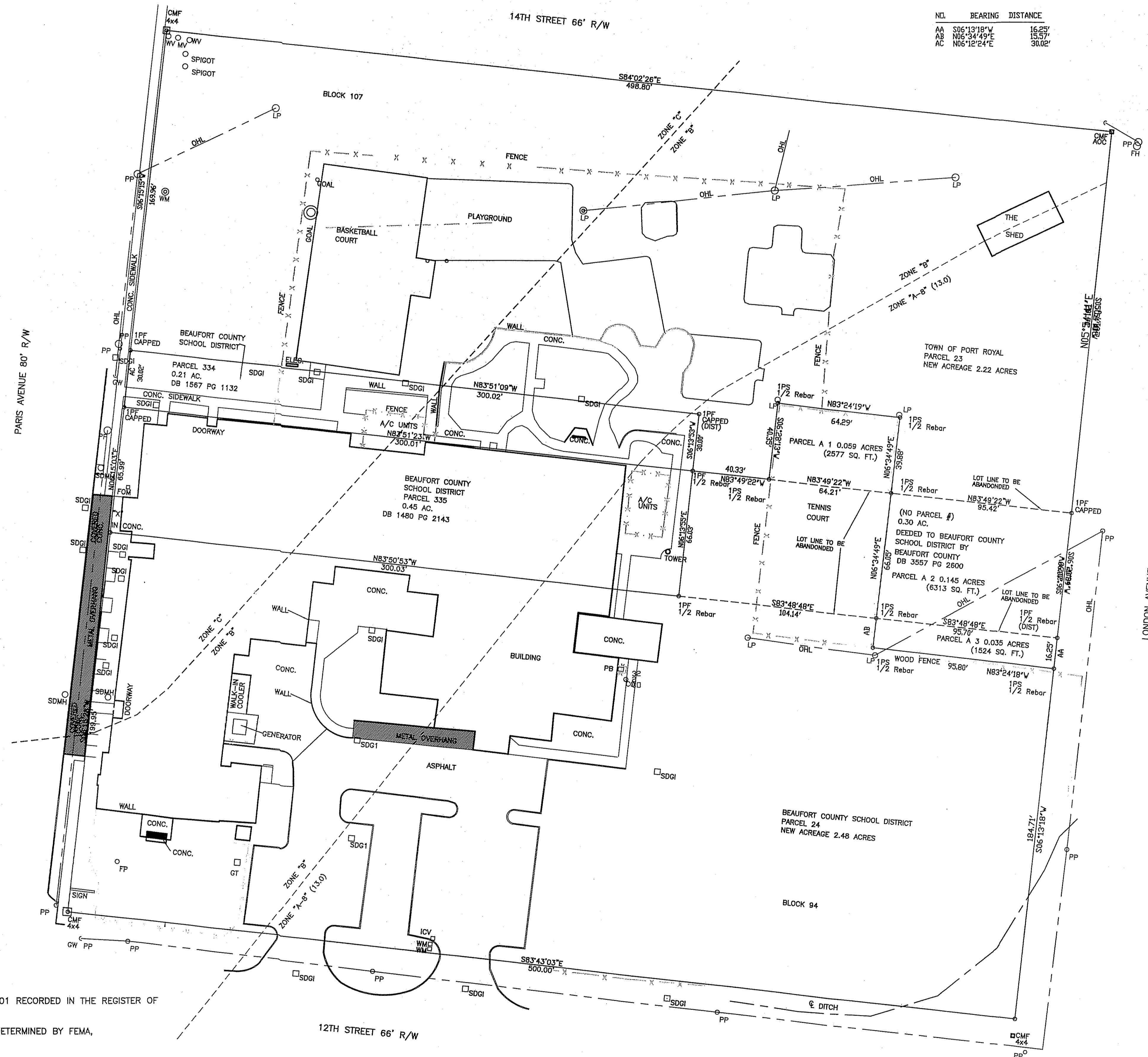
SWORN TO BEFORE ME THIS _____ DAY OF _____, 2016

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: _____



AS-BUILT SURVEY PLAT
 PREPARED FOR
 TOWN OF PORT ROYAL
 BLOCKS 94 AND 107
 TOWN OF PORT ROYAL
 BEAUFORT COUNTY, SOUTH CAROLINA

NO.	BEARING	DISTANCE
AA	S06°13'18"W	16.25'
AB	N06°34'49"E	15.57'
AC	N06°12'24"E	30.02'



- LEGEND:
- CW = GUY WIRE
 - PP = POWER POLE
 - OHL = OVERHEAD LINE
 - SD = STORM DRAIN
 - SDMH = STORM DRAIN MAN HOLE
 - SDGI = STORM DRAIN GRATE INLET
 - LP = LIGHT POLE
 - WV = WATER VALVE
 - ICV = IRRIGATION VALVE
 - VM = VALVE MARKER
 - GT = GAS TANK
 - FOM = FIBER OPTIC MARKER SIGN
 - FP = FLAG POLE
 - CO = CLEAN OUT

AS SHOWN ON A PLAT BY JOHN L. HUDSON DATED DECEMBER 13, 2001 RECORDED IN THE REGISTER OF DEEDS OFFICE FOR BEAUFORT COUNTY IN PB 86 PG 44.

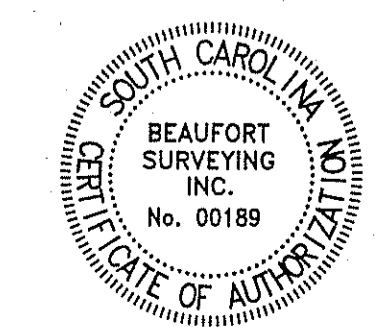
THIS PROPERTY IS LOCATED IN ZONES B,C, & A-8 (ELEV. 13.0) AS DETERMINED BY FEMA, FIRM COMMUNITY PANEL-NUMBER 450028 0005, D DATED 09/29/86.

- R110-011-000-0023-0000
- R110-011-000-0334-0000
- R110-011-000-0035-0000
- R110-011-000-0024-0000



SCALE 1" = 30'
 MARCH 21, 2017
 P15816/LMS/JJ

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCRUMCHMENTS OR PROJECTIONS OTHER THAN SHOWN.



DAVID S. YOUMAN, RLS 9765
 BEAUFORT SURVEYING, INC.
 2201 BOUNDARY ST., SUITE 103
 BEAUFORT, S.C. 29902
 PHONE (843) 524-3261