

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

TOWN OF BLUFFTON AGREEMENT
2023-64
AMENDMENT 1

WITNESSETH:

WHEREAS, since 2016, the Town of Bluffton ("Town") and Cornerstone Church of Bluffton had a Memorandum of Agreement to memorialize public access and use of the church parking lot; and

WHEREAS, that memorandum of agreement was renewed between the parties a total of five (5) times through June 30, 2023; and

WHEREAS, on January 23, 2023, Cornerstone Church sold the property to Holding Seven Community Development Corporation ("Corporation"), a non-profit corporation registered in the State of South Carolina with said sale being recorded in the Office of the Register of Deeds of Beaufort County at Book 4214/Page 437; and

WHEREAS, the Town and Corporation entered into Agreement 2023-64 to memorialize public access to the parking lot for an initial term effective from July 1, 2023 through June 30, 2026; and

WHEREAS, it is the desire of Corporation to exercise an agreement with the Town for parking in the same parking lot; and

WHEREAS, the Town and Corporation now agree to enter and Agreement wherein Corporation shall lease to the Town as set forth herein below:

NOW, THEREFORE, in exchange for the mutual promises written herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Town and Corporation agree as follows:

1. Parties to the Agreement
The Town of Bluffton is an incorporated town in Beaufort County, South Carolina and a municipal corporation organized and existing under the laws of the State of South Carolina. Holding Seven Community Development Corporation is a non-profit corporation located in the Town of Bluffton.
2. Purpose of this Agreement
The Parties hereto intend this Agreement to be a binding and enforceable agreement of the Parties to establish and maintain a public parking area for the general public visiting and working in the Bluffton Historic District. These undertakings are personal to the Parties and neither this Agreement nor its terms shall be assigned to any other person or entity without the unanimous consent of the Parties.
3. Parties Roles and Responsibilities
 - a. Corporation shall provide:
 - i. Public access and use of the entire parking lot located at 7 Church Street (the Leased Area), attached as **Exhibit A**, including visitors and employees in the Historic District;
 - ii. Parking will be open to the public at all times except:
 1. Sunday morning from 8:30 am through 12:30 pm;
 2. Bluffton Village Festival, also known as Mayfest, held annually in May.
 - iii. Corporation shall provide certificate of liability insurance naming the Town of Bluffton as an additional insured and certificate holder.
 - b. The Town of Bluffton shall provide:
 - i. Lease payments in accordance with the Lease Payment Schedule in **Exhibit B**;
 - ii. An amount up to \$1000 annually for the specific purpose of reimbursing Corporation for the additional expense of adding the Town of Bluffton as an additional insured payable NET 30 upon presentation of a Certificate of Insurance showing coverages, effective dates, additional insured endorsement, and a declaration sheet with itemized annual costs;

- iii. Provision of public parking signs at the entrance to and within the Leased Area;
- iv. Quarterly inspection and maintenance of the Leased Area which consists of leveling and adding gravel as needed, and resetting the curb stops as needed.

4. Terms and Conditions

- a. The Town and Corporation agree to notify the other party immediately upon:
 - i. Any major change in the financial condition of either party in the course of the year; and
 - ii. Any proposed change in the intended expenditure of the monies.
- b. This Agreement effective from July 1, 2026 for duration of **thirty-six (36) months, through June 30, 2029**. The Agreement may be renewed upon written mutual agreement by the parties. Should either party desire to change the terms of the agreement, such changes must be proposed no less than **ninety (90) days** prior to the expiration of the current term of the Agreement.
- c. This Agreement may be terminated by either party with **six (6) months** advanced written notice.
- d. As a material condition to the terms of this Agreement, the Town agrees to undertake quarterly inspections and maintenance as needed of the Leased Area in accordance with Paragraph 3.b.iv. Corporation shall maintain a commercial general liability policy of insurance providing coverage against liability for personal and bodily injury, death and property damage having limits of not less than Three Million Dollars per person and per occurrence. Such insurance shall name the Town as additional insured and certificate holder for any liability or occurrence arising in the Leased Area. Endorsement shall read: ***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***
- e. Nothing in this Agreement is intended to, nor shall be deemed to, constitute an agent or an agency of each organization. No representation will be made by the Town or Corporation that would create an apparent agency; and the Town and Corporation shall have no power to act for each entity in any manner or to create debts or obligations that would be binding upon the other; and each organization shall not be responsible for any obligation or expenses of either entity.
- f. The parties agreed that by acceptance of public funds provided herein, the Town of Bluffton is acting as a public body as defined in the S.C. Freedom of Information Act (§§30-4-10 et seq), S.C. Code of Laws for 1976 as amended with respect to the expenditure of those funds, and all activities regarding the expenditure of the funds must be in compliance with said Act.

IN WITNESS WHEREOF, the parties hereto have caused the within Agreement to be executed this ____ day of _____, 2026.

TOWN OF BLUFFTON

20 Bridge Street
PO Box 386
Bluffton, SC 29910

HOLDING SEVEN PUBLIC DEVELOPMENT
CORPORATION

P.O. Box 83
Bluffton, SC 29910

Signed: _____ Date: _____

Signed: _____ Date: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Witnesses: _____

Witnesses: _____

Exhibit A: Map of Leased Area
Exhibit B: Lease Payment Schedule
Exhibit C: Town Council Resolution

EXHIBIT A
MAP OF LEASED AREA

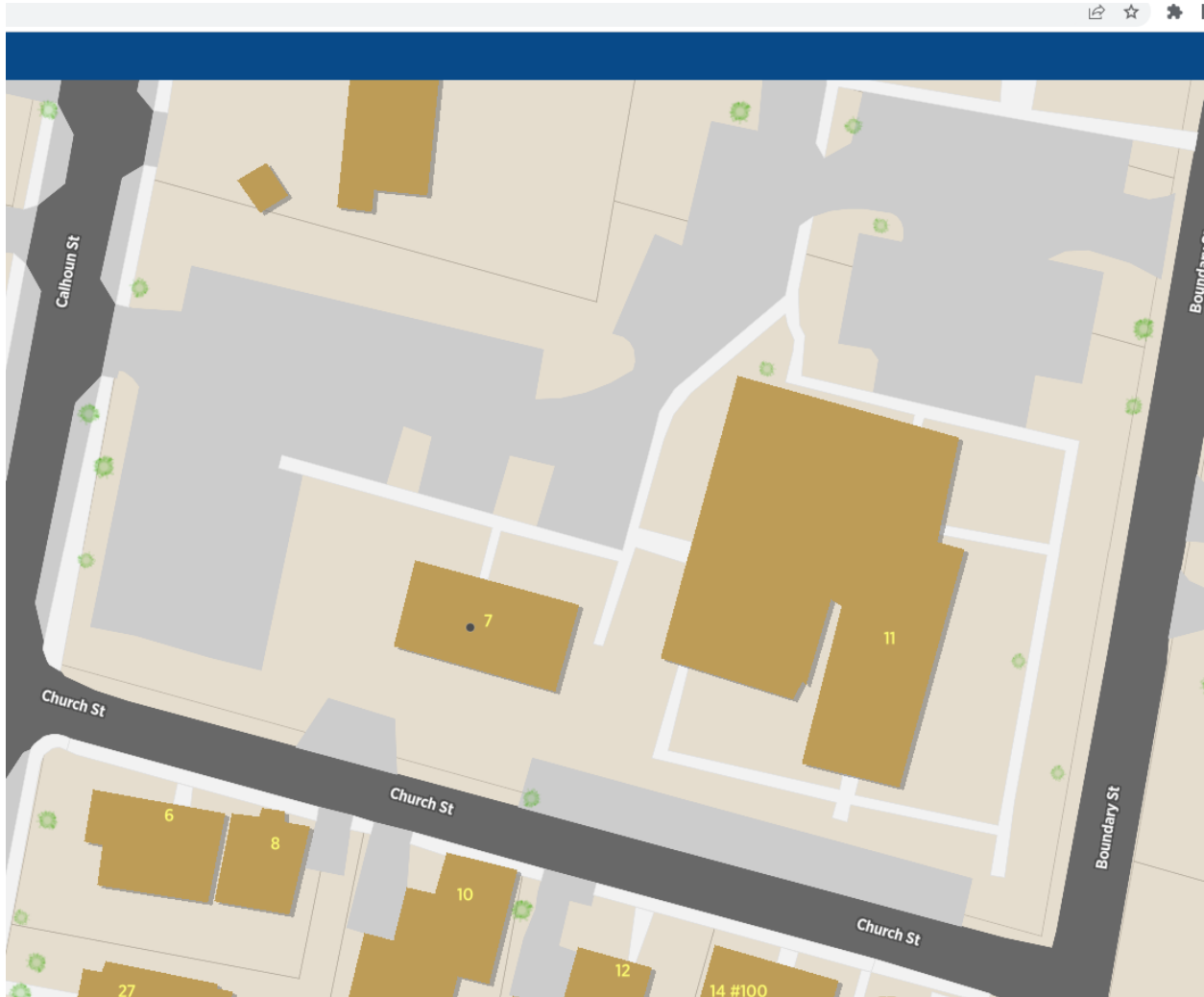


EXHIBIT B

LEASE PAYMENT SCHEDULE

Effective commencing July 1 of each year, lease payments shall be made in four equal quarterly installments at the end of each quarter, approximately March 31, June 30, September 30 and December 31, and which shall increase on July 1 of each year as outlined below:

Term	Monthly Lease Payment	Annual Total
July 1, 2026 – June 30, 2027	\$1,300	\$15,600
July 1, 2027 – June 30, 2028	\$1,350	\$16,200
July 1, 2028 – June 30, 2029	\$1,400	\$16,800

As noted in Paragraph 3.B., the additional insurance premium costs incurred are reimbursed upon presentation of an itemized invoice as detailed.

EXHIBIT C
TOWN COUNCIL RESOLUTION