

COUNTY COUNCIL OF BEAUFORT COUNTY

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CLERK TO COUNCIL

AGENDA NATURAL RESOURCES COMMITTEE

Tuesday, September 4, 2012
2:00 p.m.
Executive Conference Room
Administration Building

Committee Members:

Paul Sommerville, Chairman
Brian Flewelling, Vice-Chairman
Steven Baer
Gerald Dawson
William McBride
Jerry Stewart
Laura Von Harten

Staff Support: Tony Criscitiello

1. CALL TO ORDER – 2:00 P.M.
2. PRESENTATION / TRANSFER OF DEVELOPMENT RIGHTS PILOT PROGRAM
([backup](#))
3. RESOLUTION / TRANSFER OF DEVELOPMENT RIGHTS APPLICATION FEE
([backup](#))
4. TEMPORARY ACCESS USE AGREEMENT BETWEEN BEAUFORT COUNTY AND TRIANGLE PAVING AND GRADING, INC. TO USE THE RAILROAD RIGHT-OF-WAY BETWEEN ROSEIDA AND LAUREL BAY ROADS ([backup](#))
5. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - A. Northern Corridor Review Board
 - B. Rural and Critical Lands Board
 - C. Southern Corridor Review Board
6. EXECUTIVE SESSION
 - A. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
7. ADJOURNMENT



MEMORANDUM

TO: Natural Resources Committee

FROM: Tony Criscitiello, Beaufort County Director of Planning & Development *T.C.*

DATE: August 29, 2012

SUBJECT: Implementation of a Pilot Transfer of Development Rights (TDR) Program for the area surrounding MCAS-Beaufort

In December 2006, the County Council adopted overlay regulations in the ZDSO to limit the type and density of development that can occur within noise and accident potential zones associated with MCAS-Beaufort (AICUZ zones). To encourage the voluntary reduction of additional incompatible development in the AICUZ zones, the County Council further amended the ZDSO in June 2011 to adopt a Transfer of Development Rights (TDR) Program. The purpose of this program is to “transfer” development out of the AICUZ zones and “send” it to other unincorporated areas on Port Royal Island not constrained by AICUZ zones.

The Lowcountry Council of Governments (LCOG) has received tangible financial support for this program in the amount of \$250,000 in seed money provided by the South Carolina Military Task Force. These funds are to be used to purchase development rights from interested property owners in the designated “sending area,” which will then be banked by the County for future resale to interested developers in the designated “receiving” zone.

The County Planning Department has proposed an implementation strategy to expend these funds (see attached). The planning staff, with legal support from Howell, Gibson, & Hughes, will be responsible for carrying out the steps involved in implementing the program.

Steps to Implement TDR Pilot Program

1. Send out letters to Sending Area property owners explaining the Pilot Program and providing a time window during which the County will accept applications to participate in the Pilot Program.
2. Create a rank-order list of applicants (smallest landowner to largest by date application was received)
3. For each application:
 - Verify that the property owner has clear title to the property (evidence to be provided by property owner)
 - Determine existing easements, deed restrictions, covenants, etc. that may affect further residential development on the property (evidence to be provided by property owner)
 - Do a site visit to verify existing homes/other buildings on the property and to inventory natural resources
 - Calculate available development rights using the Residential Site Capacity calculation from the ZDSO
4. Starting at the top of the rank-order list until the pilot program dollars have been spent:
 - Appraise property (before and after TDRs)
 - Negotiate purchase price
 - Prepare restrictive easement document retiring future development rights
 - Record easement
 - Close sale
5. For remaining applications (if any):
 - Prepare restrictive easement document retiring future development rights
 - Record easement
 - Issue TDR Certificates, which may be sold on the private market or, in the future, to the TDR Bank.

BEAUFORT COUNTY RESOLUTION 2012 / --

A RESOLUTION ESTABLISHING A TRANSFER OF DEVELOPMENT RIGHTS (TDR) PROGRAM APPLICATION FEE

WHEREAS, in December 2006, the Beaufort County Council adopted land use regulations as part of the Beaufort County Zoning & Development Standards Ordinance (ZDSO) to discourage encroachment by incompatible development within MCAS-Beaufort noise and accident potential (AICUZ) zones; and

WHEREAS, in June 2011, the Beaufort County Council further amended the ZDSO to establish a Transfer of Development Rights (TDR) Program to voluntarily further reduce development potential near MCAS-Beaufort and to redirect that development to locations outside of AICUZ zones; and

WHEREAS, the Beaufort County Planning Department is responsible for the administration of the TDR Program, including processing and review of applications for TDRs from interested property owners.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council hereby establishes a TDR Program application fee of \$50.00 to help defray application review and processing costs.

Done this _____ day of September 2012

COUNTY COUNCIL OF BEAUFORT

BY: _____
Wm. Weston J. Newton, Chairman

Memo

To: Natural Resources Committee of County Council
From: Anthony J. Criscitiello, Planning Director
CC: File
Date: August 28, 2012
Re: Rail Trail Easement – Roseida Sand Mine

Background:

The applicant is Triangle Grading & Paving, Inc. The applicant proposes to utilize a 60.53 acre parcel abutting Roseida Drive and the Rail Trail for a sand mine to support a development project at the Marine Corps Air Station. The property is zoned rural and was previously occupied as the Beachwood Mobile Home Park. The project area and the mine activity is located within the ACUIZ zone (65-70DNL). The project limit of mining activities will be 31.50 acres.

Recent Action of the ZBOA:

The ZBOA meeting on August 23, 2012 did grant a special use on the property for Mining/Resource Extraction on the above described project with stipulations as set forth in ZDSO section 106-1360. The ZBOA did discuss the question of the rail trail to be used as a haul route, but it was treated as an interesting conversation. The ZBOA understood that the County Council must decide this question.

Actions of the County Council:

The County Council as the Grantor will be asked to grant a non-exclusive temporary access easement for approximately 1,650 feet along the railroad right-of-way owned by Beaufort Jasper Water & Sewer Authority to Triangle Paving and Grading, Inc. as the Grantee. The Railroad Right of Way is covered by a Surface Lease Agreement from the BJW&SA to the Beaufort County Government. The use of the Rail Trail as a haul road will remain in effect for two years starting in September 2012. The Beaufort County Council is being asked to require a \$81,250 Performance Guarantee to cover any costs associated with repairs to the Rail Trail if required.

Staff Recommendation:

The staff recommends approval.

Attachments:

- 1) Staff report to the ZBOA
- 2) Temporary Access Use Agreement
- 3) Truck Routing Plan Map



MEMORANDUM

TO: Members of the ZBOA
FROM: Beaufort County, Development Review Team
DATE: August 09, 2012
SUBJECT: Staff Recommendation – ZBOA Meeting – August 23, 2012

ROSEIDA ROAD SAND MINE – SPECIAL USE

APPLICANT: TRIANGLE GRADING AND PAVING, INC. (GREG BAISCH – AGENT)

On July 18, 2012, the Development Review Team (DRT) reviewed the submitted application request for a Special Use Permit for the Roseida Road Sand Mine. The property is located on Port Royal Island, and is currently zoned Rural (R), and lies within the MCAS Airport Overlay Noise Zone 65.

The applicant is requesting approval for a Mining/Resource Extraction use to dig a borrow pit, that will provide dirt to the Marine Corps Air Station. The ordinance requires that a mining/resource extraction use be approved through a Special Use Permit. The criteria for application and approval of a Special Use Permit include the following (Section 106-552):

The proposed use shall be consistent with the Comprehensive Plan's purposes, goals, objectives, and policies, including standards for building and structural intensities and densities and intensities of use. **The proposed use is consistent with the Comprehensive Plan's purposes, goals objectives, and policies.**

The proposed use shall be compatible with the character of land in the immediate vicinity. **Applicant is required to design the borrow pit to meet the required buffers of 100-feet along residential uses and zoning. The applicant has agreed to limit the mining use to no more than 2-years. If the mining operation will continue past 2-years, the buffers shall be increased to 400-feet. Applicant's plan meets the 100-foot buffer requirement.**

The proposed use's design shall minimize adverse effects, including visual impact of the proposed use on adjacent lands. **The proposed use's design appears to meet the requirements and minimizes any adverse effects. 1) Applicant is proposing to use the County's Rail Trail as the haul road. This request requires approval from County 9-4-12**

Council, and the appropriate measures will be taken to ensure that the Rail Trail remains in its current state or better, upon completion of the mining use. This issue is scheduled to be discussed by the Natural Resources Committee of County Council on September 04, 2012. 2) Applicant shall ensure that there will be no equipment exceeding 30-feet in height above the lowest natural grade on the site. 3) Applicant shall be required to fence the area if the water is to remain for more than one day. The fence shall be located at least 50-feet from the edge of excavation. Every 25-foot along the length of the fence, clearly legible NO TRESPASSING signs shall be installed on the fence and in high visibility location at all site access points. (Section 106-1390)

The proposed use shall minimize adverse impacts on the environment, traffic and congestion, infrastructure, or governmental services. The applicant has taken the required precaution to minimize any adverse impacts on the environment, traffic and congestion, infrastructure, or governmental services. **The site shall have a berm or walled to ensure the maximum noise at the property line does not exceed 65 decibels. Applicant's hours of operation shall be limited from 6:30 a.m. to 6:30 p.m.**

A Community Impact Statement (CIS) or portion of the report may be required as determined by Staff. **(Staff required the Community Impact Statement) Applicant has submitted an End Use Plan for the site.**

A site plan for the proposed Special Use, which includes the total site area and calculations, surrounding properties, buffers and setback, natural resources and if applicable, an end use or reclamation plan shall be required as part of the submittal package. **The site plan shows the location of the borrow pit, the buffers/berm and setbacks, the natural resource areas and the end use plan.**

RECOMMENDATION:

After review of the guidelines set forth in Section 106-552 of the ZDSO, and the submitted documents, the DRT finds that the proposed submittal/use meets the criteria for approval of a Special Use Permit. Therefore, the DRT recommends the special use permit be **APPROVED, WITH THE FOLLOWING CONDITIONS:**

1. The applicant shall be required to submit a surety or performance bond for the restoration of the County's Rail Trail at final review.
2. The applicant shall submit a revised tree removal plan at a larger scale for final review.
3. The applicant shall submit a landscape plan for the berm for final review.
4. The applicant shall submit a DHEC Mining Permit at final review.

Special Use Project Narrative – ZBOA
Beaufort County, South Carolina

Project: Roseida Road - MCAS Sand Mine
Beachwood Mobile Home Estates, LLC

Date: July 30, 2012

Applicant: Triangle Grading & Paving, Inc.
John Murray
Tel: 843.466.0135
Fax: 843.466.0136
Email: jmurray@trianglegradingpaving.com

Agent: Ward Edwards, Inc.
1613 Paris Avenue
Port Royal, SC 29935
Tel: (843) 322-6020
Fax: (843) 837-2558
Email: gbaisch@wardedwards.com

Approval sought: Special Use ZBOA Approval

Description

The applicant proposes to utilize the property identified by tax map no. R100-025-000-022F-0000 for a sand mine to support the current Marine Corps Air Station (MCAS) and other surrounding infrastructure projects. Triangle Grading & Paving Inc. is the General Contractor for the current MCAS development. The property is located at 1050 Roseida Drive in northern Beaufort County, SC. The property is zoned Rural Transitional and was previously developed as "Beachwood Mobile Home Park". The project area and mine activity is located within the ACUIZ zone (65-70DNL). The overall subject site is approximately 60.53 acres and the project limits of the mining activity are 31.50 acres.

The project received DRT review recommendation on July 18, 2012. The comments received have been incorporated into the referenced mine plans.

Operation and End Use Plans

The development intent of the property is to mine the sand within the pond areas shown on the site. The mine excavation activity is proposed in accordance with "Sec. 106-1360 – Mining, resource extraction" and therefore requires Special Use approval.

The operation and end-use plans are included in the submittal package. The end-use plan depicts the future development area and the stormwater detention facility/ recreation pond. The operational plan prepared by Triangle identifies the activity necessary for a successful operation of the mine, including technologies that are incorporated in the use, size of operation and hours. The proposed haul route has been coordinated with Beaufort County and SCDOT to utilize a portion of the existing rail-way corridor.

Construction Schedule & Phasing

The proposed borrow pit and sediment basin will be completed in a single phase. The anticipated start date for construction activities is September 2012.

Site Ownership

The property proposed for use as a borrow pit is owned by Beachwood Mobile Home Estates, LLC and is being leased to Triangle Paving & Grading, Inc.

Buffers & Setbacks

See site plan for buffer and setbacks. Excavation will be performed within a 2 year time period to meet Sec. 106-1360 of the ordinance. The pond buffer is proposed to be a minimum of 100' along the shared property line with the adjacent Trailer Park as part of the special use request per the ordinance allowances. Additionally, a proposed earthen landscape berm is planned along the buffer and will be installed to meet all applicable ZDSO buffer requirements. The pond slopes will be constructed in accordance with Section 106-2862, to eliminate the requirement for a perimeter fence.

South Carolina Department of Health and Environmental Control (SCHDEC)

The Roseida Drive Mineral activity will receive a Mine Operating Permit from SCDHEC. The project will also receive NPDES Coverage under the NPDES General Permit for Discharges Associated with Nonmetal Mineral Mining Facilities Program (SCG730000), as developed by SCDHEC and EPA. Copies of all applicable permits will be provided to the final DRT.

Community Impact Statement (CIS)

The following are the requirements to be assessed under ZDSO Sec. 106-367:

1. Area Impact Assessment (AIA)

a. *Fire/Police/EMS:*

The site is located along Roseida Drive in close proximity to SC Highway 21 & the MCAS. Fire/Police/and EMS service are located within an appropriate range to provide services to the development.

b. *Population:*

The proposed use will rely on the standard existing construction workforce to complete the project during the time period of extracting the dirt. The project proposes minimal impact, if any, to the surrounding residents. The proposed haul route will utilize the existing rail-road corridor to further reduce traffic impacts in the area.

c. *Land use compatibility:*

The mining activity is considered a special use per the applicable Beaufort County ordinance. The intent of soil removal will be for the purpose of fill dirt for the MCAS construction. In creating the pond areas, a storm water detention facility will be created with the additional purpose of offering a recreational pond for the future area. The property is adjacent to the railway where a future trail is anticipated. Also, the project will eliminate the development of residential units and the previous mobile home park from the ACUIZ, which is consistent with Beaufort County and the MCAS planning goals.

d. *Economic impact/benefits:*

The project is anticipated to have a positive economic impact on the area. In addition to the extracted mine material being used for the adjacent MCAS community construction, the property will serve as recreational and storm water facility for the area.

e. *School impact:*

The proposed mineral activity will not have any negative impact on schools in the area.

f. *Facilities impact:*

The proposed mineral activity will not have a negative impact on area facilities. Beaufort-Jasper Water and Sewer Authority (BJWSA) services the project area. However, no utilities are needed for the proposed project.

2. Environmental Impact Analysis (EIA)

There are no wetlands present on the subject property. Also, the previous wastewater treatment areas has been cleaned and cleared. A survey has been provided locating existing

trees within the project area limits. See project plans for tree removal locations required as part of land disturbance.

The copy of the SCDHEC Mining permit will be provided to the DRT with our final submittal package.

As per the contractor, the only anticipated dewatering activity would be at the proposed reshaping of the sediment pond area located within the project limits. No groundwater well-points are anticipated; therefore, a cone of depression analysis is not applicable. The daily flow for dewatering activities is calculated using a pumping rate of 1000 gpm and pump time of 2 hours. In addition to the storm-water pond, a sediment basin was designed to further ensure any groundwater pumping outfalls within the project limits. The sediment basin will filter the dewatering activities so that they will have no adverse effects on water quality or flooding into the onsite lagoon area. As applicable, groundwater monitoring will be provided in compliance with this permit and the Beaufort County ordinance Section 106-1360(3). Discharge Monitoring Reports (DMR) EPA Form#3320-1 will be used for the compliance reporting. The appropriate monitoring wells will be installed prior to any construction activity occurring onsite.

The required calculations for Natural Resources were provided to Natural Resource Director as part of the Site Capacity Analysis study.

The storm water treatment will be handled onsite by the proposed and existing ponds. This pond will serve as a storm water detention facility for the property with potential to help treat the regional area in the future. Outfall will be directed into the onsite lagoon which ultimately outfalls in the adjacent marsh. The storm water runoff will be released at a level less than the current pre-developed state of the site. The onsite storm water system has been designed and permitted to exceed all applicable local, state and federal storm water design requirements. Therefore, the storm water system will be designed to positively impact the community by providing additional storage and treatment prior to release. The proposed final excavation plan matches the proposed end use plan. Additionally, an earthen berm is proposed at the property.

Erosion Control measures will be provided during construction. The proposed borrow pit will contain a stabilized gravel construction entrance for the proposed access and haul road. This will allow for sediment to remain onsite rather than being tracked onto the existing railroad right-of-way. The site will also use silt fence as a sediment barrier to protect sediment transport from leaving the borrow pit area and entering any of the parcels or marshes. The banks of the borrow pit will be stabilized using tracking/grooving and will be permanently seeded immediately following bank construction. To prevent any sediment transport due to dewatering activities, the existing onsite storm-water lagoons will be used as a downstream BMP. Any sediment that is pumped out of the borrow pit due to dewatering will enter the northernmost storm-water lagoon, where particles will settle prior to being released through the existing earthen spillway. Should the upper storm-water lagoon begin to discharge through the earthen spillway, a second storm-water lagoon will receive the flow. This lagoon also contains an earthen spillway prior to releasing flow onsite, where it ultimately routes to the adjacent marshes.

3. Traffic Impact Analysis (TIA)

Kimley-Horn Traffic Engineer has met with SCDOT and Beaufort County Traffic Engineer to review the traffic associated with the project. The proposed borrow pit will utilize the existing adjacent rail-road bed right-of-way (aggregate base) for offsite hauling, as recommended by the SCDOT and Beaufort County Traffic Engineer. Dirt control measures will be installed at the exit point of the site to control construction traffic. The site improvements will include a constructed onsite road for their hauling route.

4. Archeological Impact Analysis (AIA)

A Beaufort County Archeological Clearance approval was obtained for the property indicating no Archeological concerns exist within the project limits.

Drainage

The proposed onsite drainage system will be designed to handle the water quality and be in accordance with all applicable State and County storm water requirements. There is also potential for the mines to be utilized as a regional stormwater treatment facility in the future.

Wetlands:

The site is previously developed and no wetlands exist within the project area. Additionally, a No Wetlands letter has been prepared by a wetland scientist and provided to the USACE to confirm the project area is uplands.

Tree Preservation and Landscaping

Tree protection zones will be established and maintained during construction.

Maintenance Responsibility

The pond will be under the responsibility and maintenance of the property owner after construction is complete.

Utilities

Beaufort-Jasper Water and Sewer Authority (BJWSA) services the project area. However, no utilities are needed for the proposed project. The existing onsite water services previously used for the mobile homes will be decommissioned with BJWSA.

STATE OF SOUTH CAROLINA)
) TEMPORARY ACCESS USE AGREEMENT
COUNTY OF BEAUFORT)

This TEMPORARY ACCESS USE AGREEMENT (the "Agreement") is entered into this ___ day of _____, 2012 (the "Effective Date"), by and between Beaufort County, South Carolina("Grantor"), and Triangle Paving and Grading, Inc. ("Grantee").

RECITALS

A. Grantor is the current Lessee from the Beaufort Jasper County Water and Sewer Authority ("BJWSA")of that certain real property located in the County of Beaufort, State of South Carolina, consisting of the railroad right of way for the Port Royal Railroad generally running from its beginning at the Port of Port Royal to its terminus in Yemassee, S.C., with the portion thereof being the subject of this Agreement being more particularly described on Exhibit "A" attached hereto (the "**Property**");

B. Grantee has contracted to remove sand from certain real property in the County of Beaufort, State of South Carolina adjacent to the Property, generally known as the "Roseida Road Sand Mine" as more particularly described in that certain Special Use Application on file with Beaufort County, South Carolina, and having Tax Map Parcel Number R100 025 000 022F 0000 (the "**Adjacent Property**"), which removal requires that dump trucks and equipment travel on the roads in the area;

C. In order to reduce traffic loads upon the roads immediately adjacent to the Adjacent Property, the Traffic Engineer has recommended that truck and equipment traffic utilize the Property for travel from the Adjacent Property;

D. Grantee desires the right to enter upon the Property to (i) for ingress and egress to and from the Adjacent Property for the purpose set forth above, as well as (ii) to complete construction of certain improvements incident to the removal of the sand on the Adjacent Property, and Grantor is willing to permit such access on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant, Purpose, Use and Restoration of Property.

Access License. Grantor hereby grants to Grantee a non-exclusive temporary access license to construct any improvements incident to the sand mining operation as detailed in the Special Use Application submitted to Beaufort County on the Property, and for ingress and egress for the trucks and equipment removing and transporting the sand material to its

destination, on the terms and conditions set forth in this Agreement. Access points shall be as generally shown on Exhibit B attached hereto.

Security for Performance. Prior to entering upon the Property, Grantee shall provide to Grantor a Letter of Credit or such other instrument acceptable to Beaufort County ("Performance Instrument"), securing the performance of Grantee to return the Property to its pre-use condition. The condition of the Property shall be documented by photographic means prior to the use by Grantee of the Property, and Grantor shall provide written acceptance of the photographic evidence to Grantee. It is agreed that such security shall be in the amount of $\$648 \times 125\% = \81050 , representing 125% of the estimated costs to repair any damage caused by the use of the Property. The Performance Instrument shall provide for its release back to Grantee and cancellation of the security upon presentation of documents to the Grantor substantiating (i) the return of the Property to its pre-use condition, or such other condition as the parties may mutually agree upon, and (ii) that an unconditional lien release or other evidence that final payment has been made to any contractor that worked on the Property.

2. Termination of License. The Access Use Agreement shall automatically terminate and be of no further force or effect upon the earlier of (i) at such time as the Adjacent Property has completed its permitted sand mining operations as certified by the County Engineer, or (ii) the expiration of the Special Use Permit, and any extensions (if any) ("Termination Date"). Upon request of Grantor, Grantee shall execute and deliver such documents as Grantor may require in its reasonable discretion effectuating or confirming the termination of the Access License.

3. Mechanics Liens, Indemnity and Insurance.

(a) Mechanics Liens. Grantee shall keep the Property free and clear of any mechanics liens and/or materialmen's liens arising out of any of Grantee's activities on the Property

(b) Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, BJWSA, and their respective affiliates, officers, employees, agents, contractors, successors and assigns (collectively, the "Indemnified Parties") from and against any and all obligations, liabilities, claims, demands, suits, liens, encumbrances, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) relating to the use of the Property or breaches of this Agreement, including for loss of or damage to property, including, without limitation, Grantor's Property and the property of each of the Indemnified Parties, and for injuries to or death of any person (including, without limitation, the agents and employees of each of the Indemnified Parties) (each, a "Claim") when arising or resulting from the acts or omissions of Grantee and/or their agents, contractors, officers, directors, attorneys, and employees, unless such Claim is due to the negligence or willful misconduct of any of the Indemnified Parties. The obligations under this Subsection (b) shall survive the expiration or earlier termination of this Agreement.

c. Insurance. At all times during the term of this Agreement, Grantee, at their sole cost and expense, shall procure and maintain in effect insurance policies with financially responsible insurance companies reasonably acceptable to Grantor covering (i) the activities of

Grantee on Grantor's Property, and (ii) the indemnity obligations of Grantee set forth in this Agreement.

d. Prior to any entry on the Property by Grantee, Grantee shall secure, maintain and provide evidence to Grantor, of the following:

(i) worker's compensation insurance as required by law;

(ii) Grantee shall deliver to Grantor a certificate of insurance for the commercial general liability insurance policy prior to commencing use of the Property. Such insurance policy shall have a per occurrence limit of at least One Million and No/100 Dollars (\$1,000,000.00) and an aggregate limit of at least Three Million and No/100 Dollars (\$3,000,000.00), shall name Grantor as an additional insured, shall be primary and non-contributing with any other insurance available to Grantor;

(iii) automobile liability insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage and \$1,000,000 combined single limit per occurrence.

4. Duty to Repair, Restore or Replace. Within five (5) days following the Termination Date, Grantee shall (a) remove all of Grantee's personal property from Grantor's Property, and (b) restore Grantor's Property to the condition it was in on the date and at the time of the execution of this Agreement. Such restoration work shall include, without limitation, the repair or replacement of any structures, fences, driveways, or other improvements on Grantor's Property that belong to Grantor and that are removed, damaged, or destroyed by Grantee or Grantee's affiliates, agents, employees, contractors or subcontractors.

5. Miscellaneous.

(a) Captions; Incorporation by Reference. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. Each of the Exhibits attached to this Agreement is hereby incorporated into this document as if set forth in full herein.

(b) Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties hereto. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

(c) Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Agreement (an "**ActionError!** Bookmark not defined."), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys, fees, court costs and litigation expenses, as determined by the court.

(d) Agreement Nonassignable. This Agreement shall not be assigned by Grantee without the prior written consent of Grantor. Any unauthorized assignment of this Agreement or of any interest in this Agreement shall be void and of no effect

(e) Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

(f) Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

(g) Binding Effect. The License shall run upon, over, and across Grantor's Property and shall run with the land, and the License and this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors, transferees and assigns, except as otherwise provided in this Agreement.

(h) Injunctive Relief. In the event of any violation or threatened violation of this Agreement, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.

(i) Further Actions. The parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Agreement.

(j) Counterparts. This Agreement may be signed in counterpart by the parties hereto, and the signature pages and accompanying acknowledgments of all parties may thereafter be assembled as a single Agreement for recordation purposes, creating a fully executed Agreement, enforceable against the parties thereto.

(k) Notices. Unless otherwise provided for herein any notice to be given or other documents to be delivered by either party shall either be delivered in person or deposited in the United States mail with postage prepaid addressed to the party for whom intended as follows:

If to Grantor, to:

Mr. Gary Kubic, County Administrator
P.O. Drawer 1228
Beaufort, SC 29901-1228

With copy to:

Josh Gruber, Esq.
Beaufort County Attorney
Beaufort, SC 29901-1228

If to Grantee, to:

Mr. John Murray
Triangle Grading and Paving, Inc.
101 Schein Loop
Beaufort, SC 29906

With copy to:

David L. Tedder, Esq.
P.O. Box 1282
Beaufort, SC 29901-1282

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

WITNESS:

GRANTOR
Beaufort County

By: _____
Gary Kubic, County Administrator

GRANTEE
Triangle Paving and Grading, Inc.

By: _____
John Murray

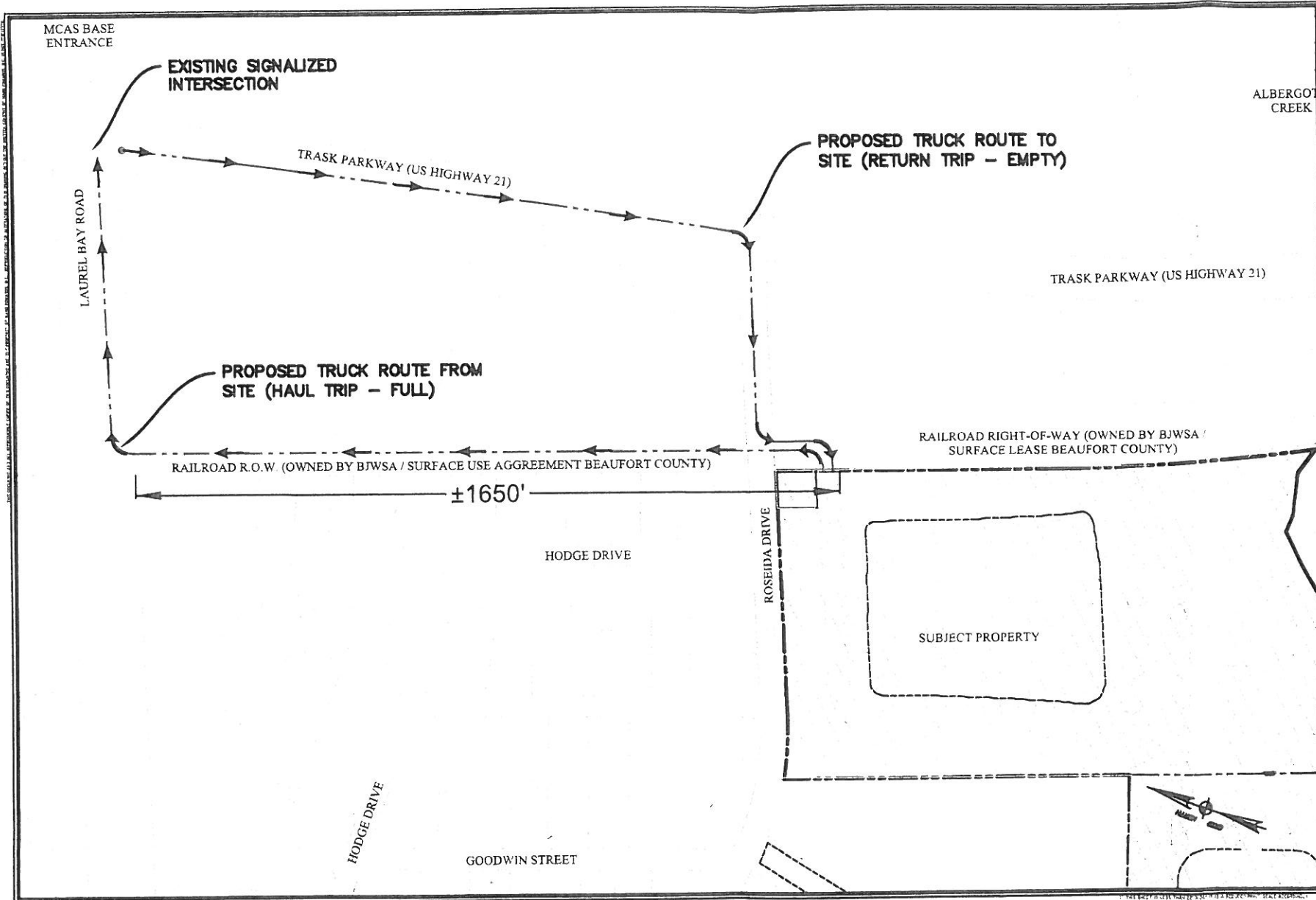
STATE OF SOUTH CAROLINA)
) ss.
 COUNTY OF BEAUFORT)

On _____, 2012 before me, _____ (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

[Seal]

 Notary Public for South Carolina
 My Commision expires:



NO.	DESCRIPTION	DATE

WARD EDWARDS
 P.E. REG. NO. 12345
 BEAUFORT COUNTY, NORTH CAROLINA
 P.O. BOX 101
 BEAUFORT, NORTH CAROLINA 28516
 PHONE: 252-758-1234
 FAX: 252-758-5678
 WWW.WARDEDWARDS.COM

ROSEIDA BORROW PIT
 REAL ESTATE, SOUTH CAROLINA
Triangle Paving & Grading, Inc.
 P.O. Box 101, South Ferry, North Carolina 28580

TRUCK ROUTING PLAN

NO.	DESCRIPTION	DATE

SHEET EX.A