ADD-ONS

ADD-ONS

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-1000
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www.bcgov.net

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
Monday, October 27, 2014
4:00 p.m.
Large Meeting Room
Hilton Head Island Branch Library
11 Beach City Road, Hilton Head Island

Citizens may participate in the public comment periods and public hearings from telecast sites at County Council Chambers, Beaufort as well as Mary Field School, Daufuskie Island.

1. CAUCUS - 4:00 P.M.
   A. Discussion of Consent Agenda
   B. Discussion is not limited to agenda items
   C. Executive Session
      1. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property;
      2. Receipt of legal advice for pending or threatened claims

2. REGULAR MEETING - 5:00 P.M.

3. CALL TO ORDER

4. PLEDGE OF ALLEGIANCE

5. INVOCATION – Councilman Brian Flewelling

6. PROCLAMATION – KHALIL SINGLETON MEMORIAL DAY

7. BOARD AND COMMISSION MEMBERS' PUBLIC SERVICE RECOGNITION (backup)
   Susan Carter Barnwell, Library Board of Trustees
   Linda Cecil, Children's Foster Care Review Board
   Queen Mary Davis, Children's Foster Care Review Board
   Helene Gruber, Disabilities and Special Needs Board
   David Meeker, Bluffton Township Fire District
   John Oram, Bluffton Township Fire District

8. ADMINISTRATIVE CONSENT AGENDA
   A. Receipt of County Administrator's Two-Week Progress Report (backup)
   B. Receipt of Deputy County Administrator's/Special Counsel Two-Week Progress Report (backup)
   C. Committee Reports (next meeting)
      1. Community Services (November 10 at 2:00 p.m., ECR)
      2. Executive (December 8 at 2:00 p.m., ECR)
         a. Minutes – October 6, 2014 (backup)
      3. Finance (November 17 at 2:00 p.m., BIV #3)
      4. Governmental (November 3 at 4:00 p.m., ECR)
         a. Minutes – October 6, 2014 (backup)
      5. Natural Resources (November 3 at 2:00 p.m., ECR)
         a. Minutes – October 13, 2014 (backup)
      6. Public Facilities (November 17 at 4:00 p.m., BIV #3)

9. PUBLIC COMMENT

10. CONSENT AGENDA

   A. AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $21,000,000 AGGREGATE PRINCIPAL AMOUNT OF HOSPITAL REVENUE BONDS (BEAUFORT MEMORIAL HOSPITAL) SERIES 2014; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AND LOAN AGREEMENT; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO (backup)
      1. Consideration of third and final reading to occur October 27, 2014
      2. Second reading approval occurred October 13, 2014 / Vote 11:0
      3. A public hearing was held October 13, 2014
      4. First reading approval occurred September 22, 2014 / Vote 10:0
      5. Finance Committee discussion and recommendation to approve occurred September 15, 2014 / Vote 6:0

   B. SOUTHERN BEAUFORT COUNTY PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT FOR OSPREY POINT (R603-013-000-0006-0000) (119.75 ACRES ALONG S.C. HIGHWAY 170, BLUFFTON) (backup)
      1. Consideration of second reading to occur October 27, 2014
      2. Public hearing announcement – Monday, November 10, 2014, beginning at 6:00 p.m., Council Chambers, Administration Building, Government Center, 100 Ribaut Road, Beaufort
      3. First reading approval occurred October 13, 2014 / Vote 11:0
      4. Natural Resources Committee discussion and recommendation to approve occurred October 9, 2014 / Vote 6:0
      5. Development Agreement Subcommittee discussion occurred October 7, 2014
      6. Development Agreement Subcommittee discussion occurred September 16, 2014
      7. Development Agreement Subcommittee discussion occurred September 10, 2014
      8. Development Agreement Subcommittee discussion occurred May 7, 2014

C. TEXT AMENDMENT TO THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE (ZDSO), APPENDIX H (COMMERCIAL FISHING VILLAGE OVERLAY DISTRICT), SECTION 5, DEVELOPMENT STANDARDS (AMEND TO REGULATE THE OFF-LOADING, PACKING, AND TRANSPORTING OF CANNONBALL JELLYFISH) (backup)

1. Consideration of second reading to occur October 27, 2014
2. Public hearing announcement – Monday, November 10, 2014, beginning at 6:00 p.m., Council Chambers, Administration Building, Government Center, 100 Ribaut Road, Beaufort
3. First reading approval occurred October 13, 2014 / Vote 11:0
4. Natural Resources Committee discussion and recommendation to approve occurred October 9, 2014 / Vote 7:0

D. AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EXISTING STORMWATER EASEMENT ON RILEY ROAD (backup)

1. Consideration of second reading to occur October 27, 2014
2. Public hearing announcement – Monday, November 10, 2014, beginning at 6:00 p.m., Council Chambers, Administration Building, Government Center, 100 Ribaut Road, Beaufort
3. First reading, by title only, approval occurred October 13, 2014 / Vote 11:0
4. Natural Resources Committee discussion and recommendation to approve occurred October 13, 2014 / Vote 6:0

E. TEXT AMENDMENT TO CHAPTER 4 (FUTURE LAND USE) OF THE BEAUFORT COUNTY COMPREHENSIVE PLAN TO INCLUDE THE FOLLOWING: (backup)

- Amendment to Future Land Use Plan Division, Subsection "Special Land Use Designations", to include a Place Type Overlay Future Land Use Designation.
- Amendment to Recommendation 4.4 to include language that calls for the adoption of form-based zoning districts to implement the Place Type Overlay designation.
- Addition of Maps 4-9 and 4-10, which show the location of place types in Beaufort County; and
- Addition of Appendix 4-I: Beaufort County Place Types, which further defines the appropriate character, form, scale, intensity, and mix of uses for each of the place types in Beaufort County

1. First reading approval to occur October 27, 2014
2. Natural Resources Committee discussion and recommendation to approve occurred October 13, 2014 / Vote 7:0

F. MOTION AUTHORIZING THE TRANSFER OF $200,000 IN LOCAL HOSPITALITY TAX FUNDS TO THE STATE (2%) ACCOMMODATIONS TAX FUNDS TO ALLOW FOR DISTRIBUTION IN THE AMOUNT NOT TO EXCEED $500,000

1. Finance Committee discussion and recommendation to approve occurred October 20, 2014 / Vote 4:1

G. A RESOLUTION TO EXPRESS BEAUFORT COUNTY'S REQUEST THAT THE SOUTH CAROLINA GENERAL ASSEMBLY INCREASE THE ALLOCATION TO THE LOCAL GOVERNMENT FUND TO BOTH PROVIDE PROPERTY TAXPAYERS WITH THE RELIEF THEY HAVE BEEN PROMISED AND ALLOW COUNTY GOVERNMENT THE ABILITY TO PROVIDE THE STATE AND LOCAL GOVERNMENT SERVICES REQUIRED UNDER STATE LAW (backup)
   1. Finance Committee discussion and recommendation to adopt occurred October 20, 2014 / Vote 5:0

H. CONTRACT AWARD / PAVEMENT MARKINGS FOR BEAUFORT COUNTY ROADWAY PAVEMENT RE-STRIPING (backup)
   1. Contract award: Peek Pavement Marking, LLC, Columbus, Georgia
   2. Contract amount: $105,585.90
   3. Funding source: Account 234200IT-54901, Tag Funds
   4. Public Facilities Committee discussion and recommendation to approve occurred October 20, 2014 / Vote: 5:0

I. A RESOLUTION AUTHORIZING THE RENAMING OF THE BEAUFORT COUNTY GOVERNMENT CENTER TO "BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX" (backup)
   1. Public Facilities Committee discussion and recommendation to adopt occurred October 20, 2014 / Vote: 5:0

J. SCDOT REQUEST FOR RIGHT OF WAY PROPERTY FOR JARVIS CREEK BRIDGE REPLACEMENT, HILTON HEAD ISLAND (backup)
   1. Public Facilities Committee discussion and recommendation to approve occurred October 20, 2014 / Vote: 5:0

K. SCDOT REQUEST FOR PAYMENT OF THIRD QUARTER FY 2014 INVOICE TOTALING $111,454.20 FOR OVERSIGHT SERVICES ON COUNTY SALES TAX PROJECTS (backup)
   1. Public Facilities Committee discussion and recommendation to approve occurred October 20, 2014 / Vote: 5:0

L. RESOLUTION / RECOGNITION AND SUPPORT OF THE NORTHERN LADY'S ISLAND COMMUNITY ASSOCIATION'S RELATIONSHIP TO THE BROOMFIELD COMMUNITY CENTER (backup)
   1. Community Services Committee discussion to occur October 27, 2014 beginning at 2:00 p.m. in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island

M. HUMAN SERVICES ALLIANCE 2015 AGENCIES' GRANT FUNDING RECOMMENDATIONS IN THE CUMULATIVE AMOUNT OF $598,000 (backup)

1. Community Services Committee discussion to occur October 27, 2014 beginning at 2:00 p.m., large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island

Abuse Prevention Coalition	$ 20,000
AccessHealth Lowcountry	$ 5,000
Adequacy of Prenatal Care Coalition	$ 15,000
Beaufort County Early Chilhood Coalition	$ 12,000
B/J Economic Opportunity Commission	$ 2,500
Beaufort Soil and Water Conservation District	$ 21,000
B/J Volunteers in Medicine	$ 16,000
CAPA	$ 10,000
Coastal Empire Community Mental Health Center	$ 65,000
CODA	$ 10,000
Clemson Extension	$ - 0 –
Community Services Organization	$ 12,200
Crossroads Community Support Services, Inc.	$ - 0 –
DHEC Lowcountry	$ - 0 –
Family Promise	$ 10,000
Good Neighbor Free Medical Clinic	$ 18,000
Hope Haven	$ 10,000
Love House Ministries	$ 7,500
Lowcountry Legal Volunteers	$ 25,000
Memory Matters	$ - 0 –
Mental Health Access Coalition	$ 500
Neighborhood Outreach Connection	$ 14,000
Our Lady's Pantry	$ - 0 –
Palmetto Breeze	$210,000
Partnership for Adult Literacy	$ 5,000
Senior Services	$ 55,000
The Lending Room	$ 1,500
The Link	$ 3,000
The Literacy Center	$ 7,000
Under One Roof	$ 5,000
United Way of the Lowcountry	$ 5,000
Volunteers in Medicine Hilton Head	$ 5,000
Human Services Alliance Grant Writers & Match	$ 27,800

11. PUBLIC HEARINGS – 6:00 P.M.

A. AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (OSPREY POINT) BETWEEN BEAUFORT COUNTY AND BANK OF THE OZARKS AS SUCCESSOR IN INTEREST TO LCP III, LLC PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED (backup)
   1. Consideration of second reading approval to occur October 27, 2014
   2. First reading approval occurred October 13, 2014 / Vote 11:0
   3. Public hearing announcement – Monday, November 10, 2014 beginning at 6:00 p.m., Council Chambers, Administration Building, Government Center, 100 Ribaut Road, Beaufort (public hearing 2 of 2)
   4. Natural Resources Committee discussion and recommendation to approve occurred October 9, 2014 / Vote 6:0
   5. Development Agreement Subcommittee discussion occurred October 7, 2014
   6. Development Agreement Subcommittee discussion occurred September 16, 2014
   7. Development Agreement Subcommittee discussion occurred September 10, 2014
   8. Development Agreement Subcommittee discussion occurred May 7, 2014

B. AN ORDINANCE AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED FOR PIN DROP LANE, BEAUFORT (backup)
   1. Consideration of third and final reading to occur October 13, 2014
   2. Second reading approval occurred October 13, 2014 / Vote 11:0
   3. First reading approved occurred September 22, 2014 / Vote 10:0
   4. Public Facilities Committee discussion and recommendation to approve occurred September 15, 2014 / Vote 6:0

C. NATIONAL INSTITUTE OF JUSTICE FY2014 DNA BACKLOG CAPACITY ENHANCEMENT AND BACKLOG REDUCTION PROGRAM GRANT IN THE AMOUNT OF $100,000 / THIS IS A 100% FEDERALLY FUNDED GRANT IN THE AMOUNT OF $100,000

   The grant funds will be used for the following goals:

   The Beaufort County Sheriff's Office Forensic Services Laboratory (BCSO-FSL) provides forensic DNA testing of evidence from criminal investigations for all law enforcement agencies within Beaufort County, South Carolina. The laboratory was accredited by Forensic Quality Services in 2011 under ISO 17025; following accreditation, the number of submissions to the laboratory increased significantly as the laboratory began accepting cases with unknown suspects.

Federal funding will be used for the following goals.

1. Approximately $30,500 will be used to purchase supplies for the analysis of at least 30 backlogged cases.

2. Approximately $69,500 will be used to replace the current DNA quantification system with a newer and faster instrument; installation and validation support of the new instrument from the vendor; supplies for validation testing; and the purchase of a service/maintenance contract to cover the new instrument for additional years beyond the original warranty.

1. This is a public hearing only.

12. PUBLIC COMMENT

13. ADJOURNMENT

Proclamation

WHEREAS, on September 1, 2012, Khalil Jamar Singleton, at the age eight, was tragically shot and killed in a senseless act of violence; and

WHEREAS, Khalil Jamar Singleton was an exemplary and vibrant Christian young man; and

WHEREAS, Khalil Jamar Singleton was well known for his kindness and his joyous demeanor, greeting everyone with a smile; and

WHEREAS, in his short life, Khalil Jamar Singleton, had a love for baseball, books and learning; and

NOW, THEREFORE, in honor of the life of Khalil Jamar Singleton, Beaufort County Council proclaims the first day of September as

Khalil Jamar Singleton Memorial Day

and encourages citizens of Beaufort County to remember this young man and others in our community who have lost their lives to violence and to observe this day with activities and programs designed to help reduce crime in our community.

Adopted this 27th day of October, 2014.

BEAUFORT COUNTY SOUTH CAROLINA 1769

COUNTY COUNCIL OF BEAUFORT COUNTY

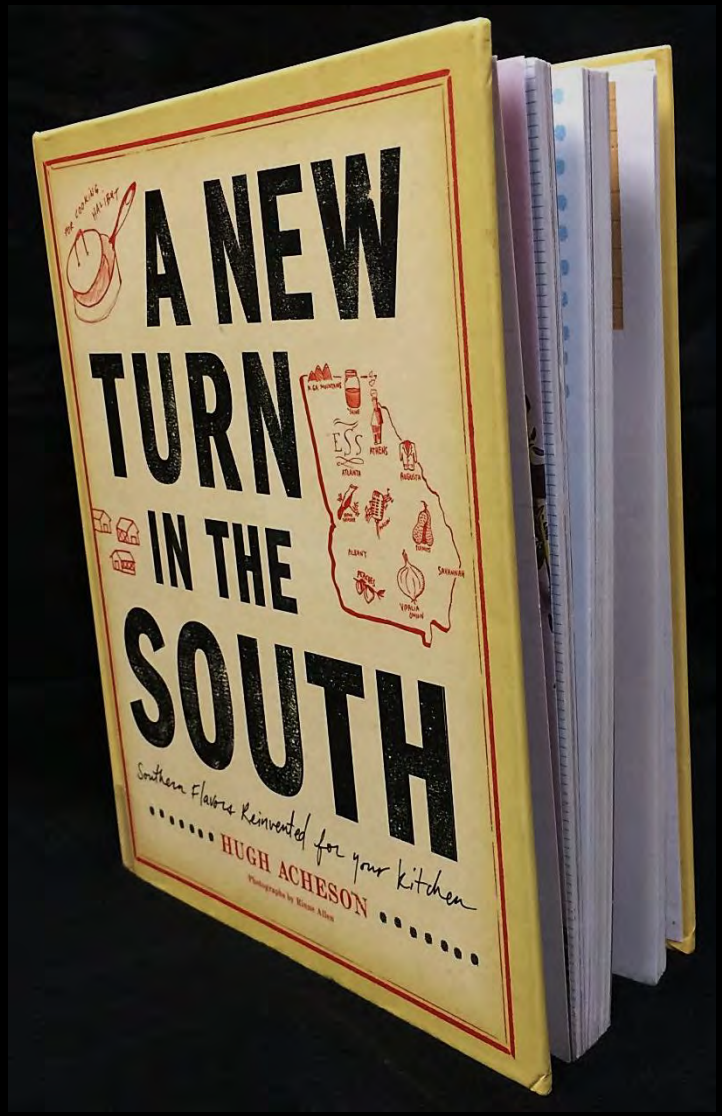
By: _____

D. Paul Sommerville, Chairman

THIS RECOGNITION EMBLEM
IS PLACED IN THIS BOOK IN
APPRECIATION FOR THE
VOLUNTEER SERVICES OF

Susan Carter Barnwell

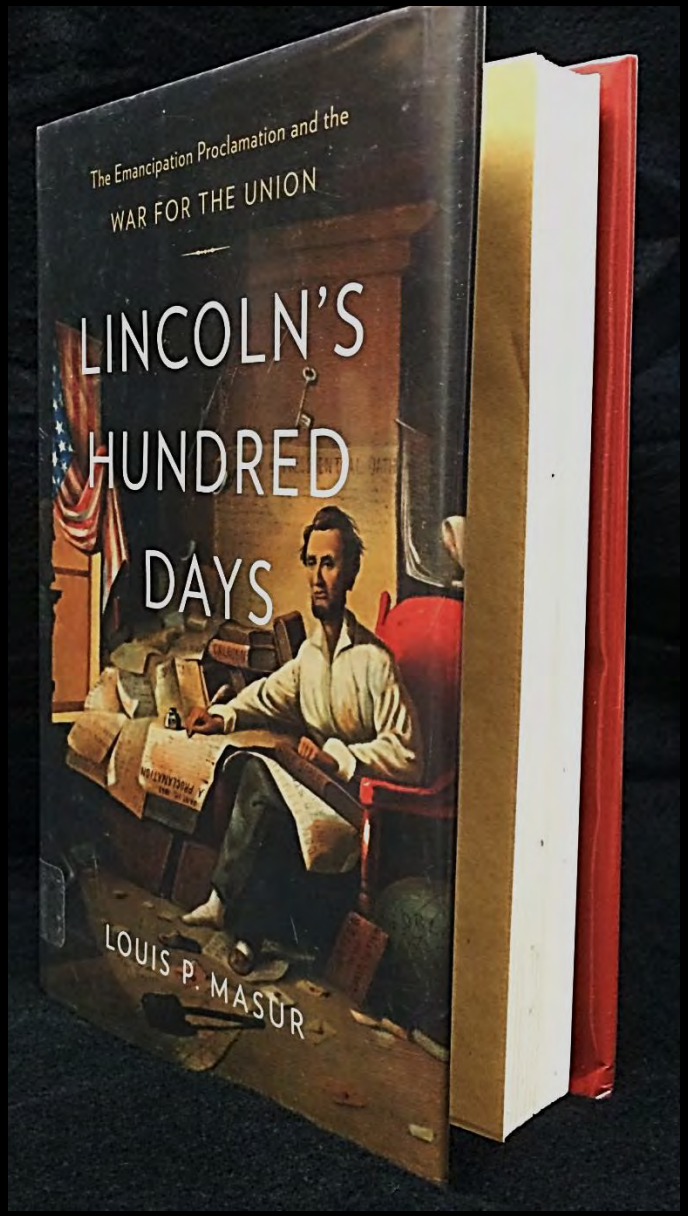
Library Board of Trustees
February 2008 to December 2013



THIS RECOGNITION EMBLEM
IS PLACED IN THIS BOOK IN
APPRECIATION FOR THE
VOLUNTEER SERVICES OF

Linda Cecil

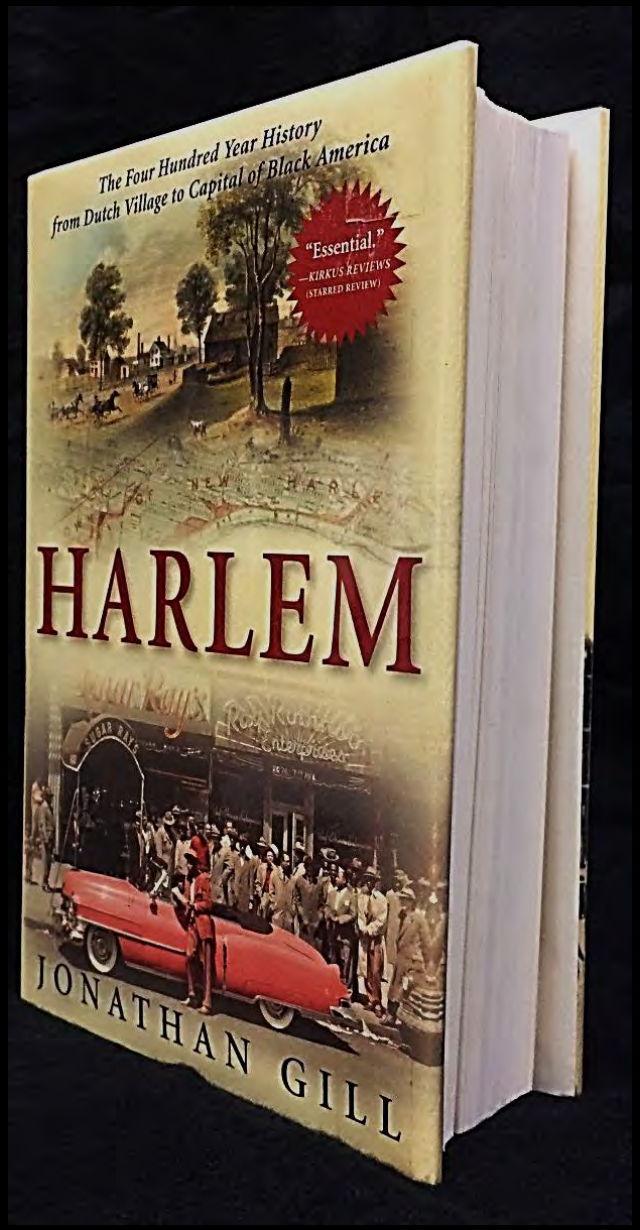
Children's Foster Care
Review Board
June 2006 to June 2014



THIS RECOGNITION EMBLEM
IS PLACED IN THIS BOOK IN
APPRECIATION FOR THE
VOLUNTEER SERVICES OF

Queen Mary Davis

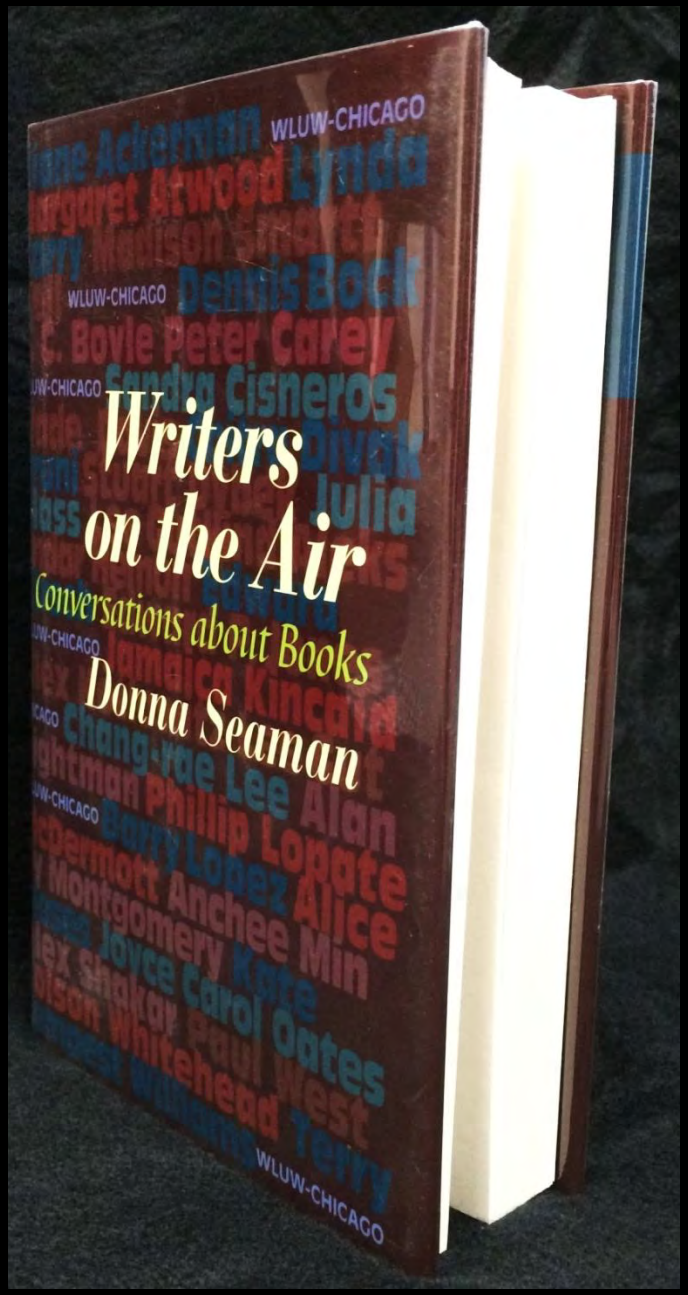
Children's Foster Care
Review Board
February 2012 to December 2013



THIS RECOGNITION EMBLEM
IS PLACED IN THIS BOOK IN
APPRECIATION FOR THE
VOLUNTEER SERVICES OF

Helene Gruber

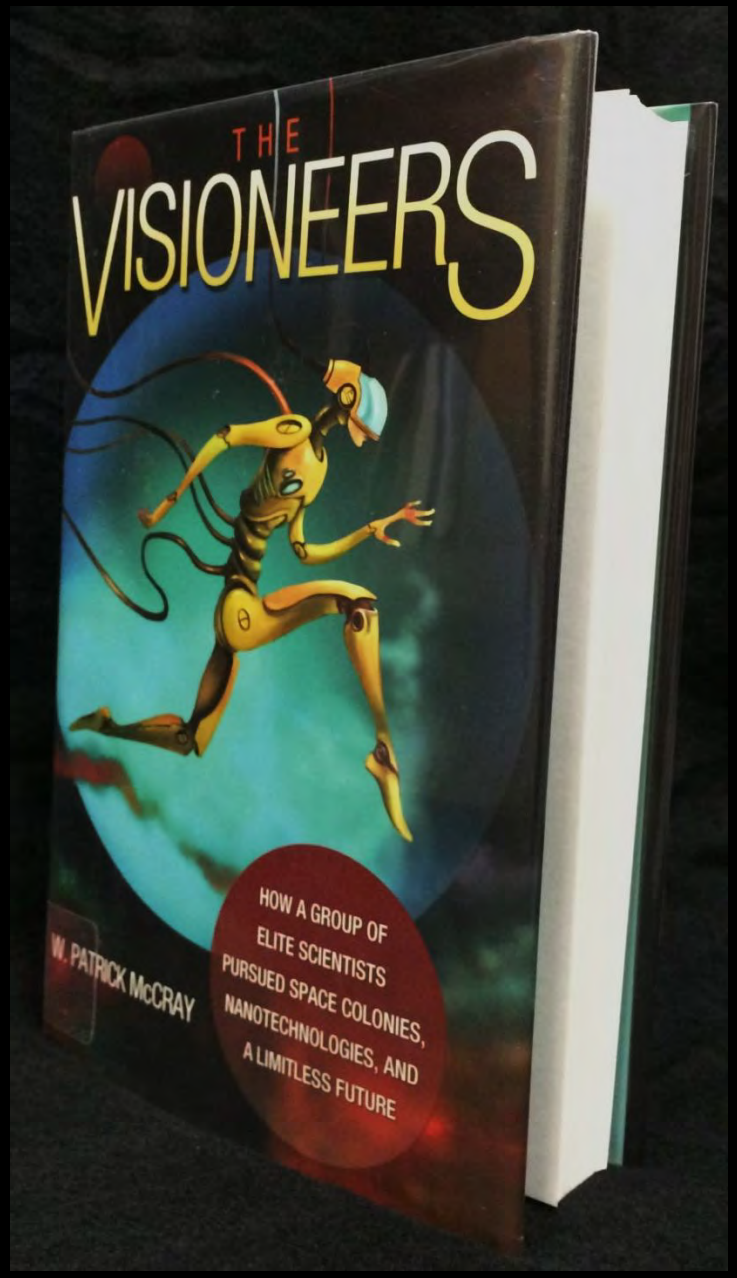
Disabilities & Special Needs Board
July 2002 to February 2014



THIS RECOGNITION EMBLEM
IS PLACED IN THIS BOOK IN
APPRECIATION FOR THE
VOLUNTEER SERVICES OF

David Meeder

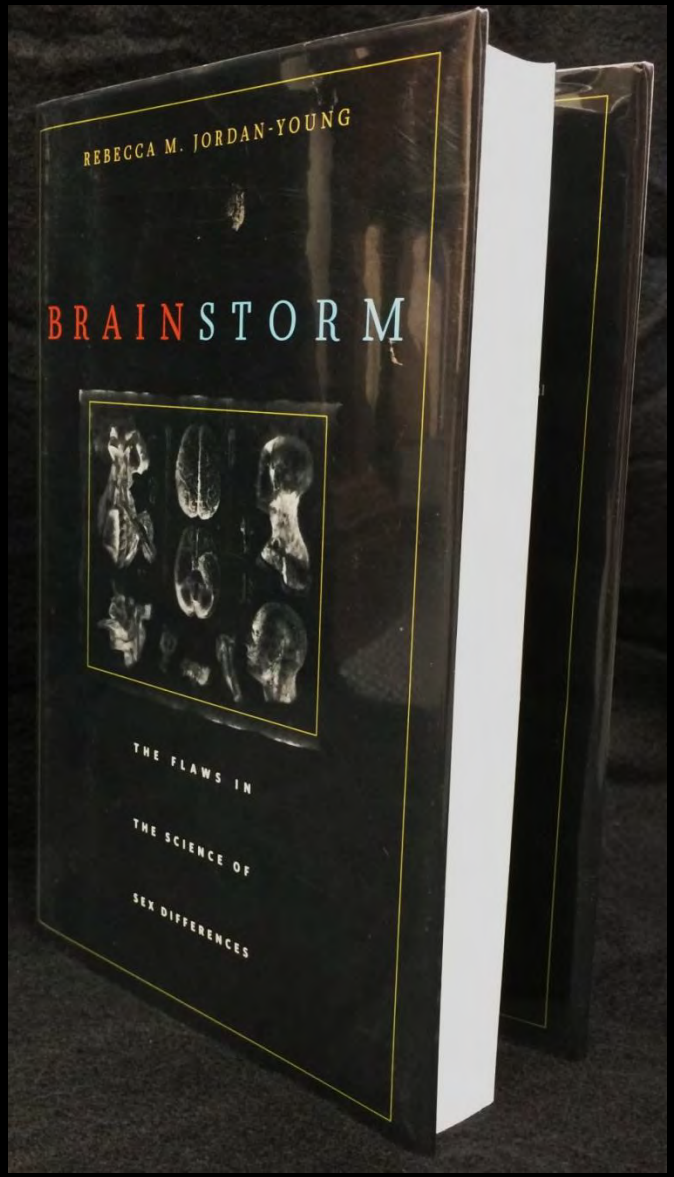
Bluffton Township Fire District
August 2010 to April 2014



THIS RECOGNITION EMBLEM
IS PLACED IN THIS BOOK IN
APPRECIATION FOR THE
VOLUNTEER SERVICES OF

John Oram

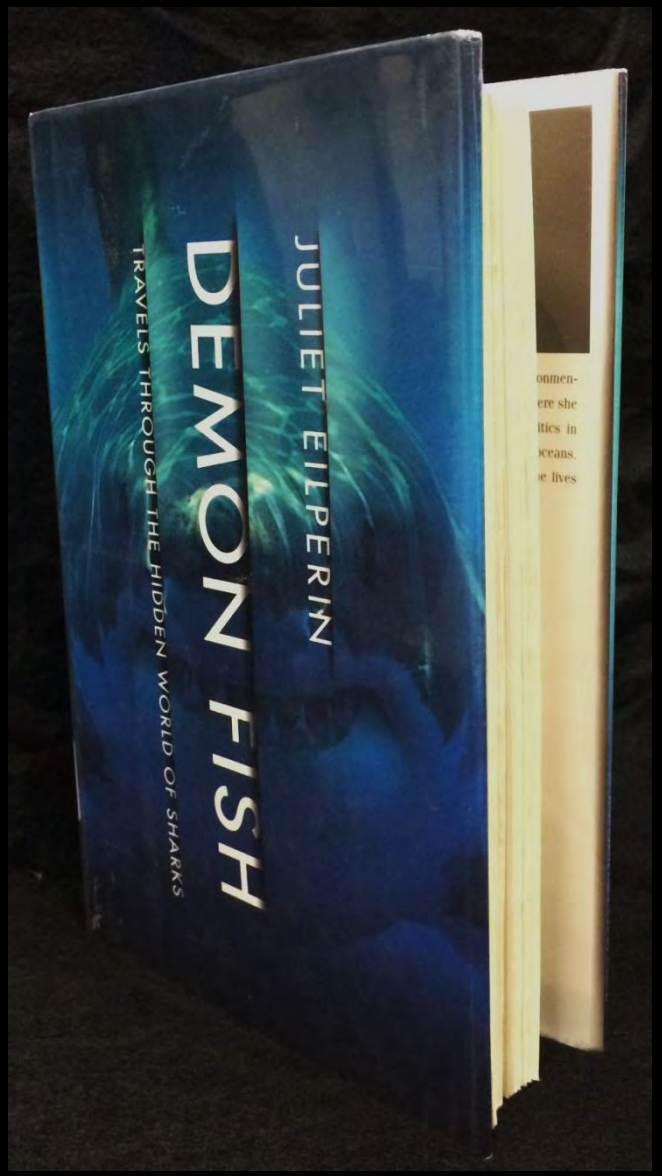
Bluffton Township Fire District
April 2011 to February 2014



THIS RECOGNITION EMBLEM
IS PLACED IN THIS BOOK IN
APPRECIATION FOR THE
VOLUNTEER SERVICES OF

Jacob Preston

Rural and Critical Lands
Preservation Review Board
February 2011 to August 2014



Memorandum

DATE: October 24, 2014

TO: County Council

FROM: Gary Kubic, County Administrator *Gary Kubic*

SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place October 13, 2014 through October 24 2014:

October 13, 2014

- Employee orientation
- Natural Resources Committee meeting
- Caucus
- County Council meeting

October 14 – 17, 2014

- Personal leave

October 20 – 21, 2014

- Personal leave

October 22, 2014

- Agenda review with Chairman, Vice Chairman and Executive Staff re: Review draft agenda for October 27, 2014 County Council meeting
- State of the Region luncheon at Hilton Head Marriott Resort & Spa
- Meeting with Duffie Stone, Solicitor, and Josh Gruber, Deputy County Administrator re: FY 2016 budget

October 23, 2014

- Board of Education 2014 State of the Schools Breakfast, "Passport to the Future" at Sun City-Pinckney Hall

October 24, 2014

- Disabilities and Special Needs Advisory Board Retreat

October 24, 2014 (continued)

- Meeting with Joshua Gruber, Deputy County Administrator; Steven Fobes, Councilmember; Jon Rembold, Airports Director; Jim Webb; property owner, Palmetto Hall; Robert Gentzler; Chairman, Palmetto Hall Airport Committee; and Steve Riley, Town Manager, Town of Hilton Head Island re: Palmetto Hall POA avigation easement
- Meeting with Joshua Gruber, Deputy County Administrator; Eric Larson, Stormwater Manager; and Richard Jackson re: East / West Morgan Court - County Road Acceptance Program

Memorandum

DATE: October 24, 2014

TO: County Council

FROM: Joshua A. Gruber, Deputy County Administrator

SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place October 13, 2014 through October 24, 2014:

October 13, 2014 (Monday):

- Attend Little Creek Partners Avigation Easement Trial with Christopher Murphy, Esq.
- Natural Resources Committee
- County Council

October 14, 2014 (Tuesday):

- Meet with Christopher Murphy, Esq.
- Attend Little Creek Partners Avigation Easement Trial

October 15, 2014 (Wednesday):

- Attend Little Creek Partners Avigation Easement Trial

October 16, 2014 (Thursday):

- Meet with Mark Roseneau re: Administration Building and Courthouse Parking
- Meet with Jonathan Mullen, Esquire
- Meet with Tab Bendle, Esquire to Execute Closing Documents

October 17, 2014 (Friday):

- Meeting with Joy Nelson, PIO and Alicia Holland, CFO to Discuss 3% A-Tax Funding and Processing

October 20, 2014 (Monday):

- Attend Pre-Public Facilities Meeting
- Finance Committee
- Public Facilities Committee

October 21, 2014 (Tuesday):

- Attend Bluffton Parkway 5A Segment 2: Interim Partnering Session
- Meet with Mark Roseneau, Facilities Director

October 22, 2014 (Wednesday):

- Agenda Review
- State of the Region Luncheon - Hilton Head Island
- Meet with Walter Nester, Esquire
- Meet with Gary Kubic, County Administrator and Duffie Stone, Solicitor

October 23, 2014 (Thursday):

- Attend St. Gregory Access Meeting with Colin Kinton, Traffic Engineer and Greg Baisch of Ward Edwards Engineering
- Meet with Alicia Holland, CFO and Frannie Heizer, Esquire, McNair Law Firm for Sale of Bonds
- Meet with Cynthia Bensch, Councilwoman and Taxpayer re: Impact Fee Assessment
- Meet with Edra Stephens, Business License Director

October 24, 2014 (Friday):

- Attend East and West Morgan Road Meeting with Gary Kubic, County Administrator, Robert McFee, Engineering & Infrastructure, Eric Larson, Stormwater Director and Dick Jackson

EXECUTIVE COMMITTEE

October 6, 2014

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

The Executive Committee met Monday, October 6, 2014 beginning at 2:30 p.m., in the Executive Conference Room of the Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman Paul Sommerville, Vice Chairman Stu Rodman, and members Rick Caporale, Brian Flewelling, William McBride and Jerry Stewart. Committee member Gerald Dawson absent. Non-Committee members Cynthia Bensch, Steven Fobes, Tabor Vaux and Laura Von Harten present.

County staff: Gary Kubic, County Administrator; Suzanne Gregory, Employee Services Director; Josh Gruber, Deputy County Administrator/Special Counsel; and Alicia Holland, Chief Financial Officer.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce, and Zach Murdock, *The Island Packet/The Beaufort Gazette.*

Councilman Paul Sommerville chaired the meeting.

INFORMATION ITEM

1. Call for Executive Session

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Motion: It was moved by Mr. Stewart, seconded by Mr. McBride, that Committee go immediately into executive session to discuss the employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; and, to receive legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency or a claim. The vote: YEAS - Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Dawson, The motion passed.

Status: No action required at this time.

GOVERNMENTAL COMMITTEE

October 6, 2014

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

The Governmental Committee met Monday, October 6, 2014 beginning at 4:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman Jerry Stewart, Vice Chairman Laura Von Harten, and Committee members Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling and Tabor Vaux. Non-Committee members Steven Fobes, William McBride and Paul Sommerville present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County Staff: Gary Kubic, County Administrator, and Joshua Gruber, Deputy County Administrator/Special Counsel.

Bluffton Township Fire District: Rick Cramer, Deputy Chief of Operations; Paul Bouleware, Deputy Chief Administrator; Ed Olsen, Board member; Terrence Reynolds, Board Chairman; and Chief John Thompson.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce.

Mr. Stewart chaired the meeting.

ACTION ITEM

1. Bluffton Township Fire District FY 2015-2019 Strategic Plan Capital Projects

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Chief John Thompson, Bluffton Township Fire District, presented this item to the Committee. The District's FY 2015-2019 Strategic includes three capital projects – a maintenance facility, fire engine fleet replacement, and a training facility and area – for a total amount of $7,500,000. A description of each project, cost and source of funding follows:

Project 1 - Maintenance Facility. This project involves the construction of a building and site work for four apparatus work bays, office and break space, high rack storage for the quartermaster and special work areas (self-contained breathing apparatus, welding, etc.). The

cost of this project is $2,000,000. The source of funding is Debt Service General Obligation Bonds paid over 20 years.

Project 2 - Fire Engine Fleet Replacement. The District's administration has considered a fleet replacement over the last few years and, current conditions indicate now is the time for a fleet replacement. There are several advantages associated with a fleet replacement: standardized maintenance procedures, parts and equipment, training and operation procedures, and equipment locations on the engines for the response crews to reduce response and action times. Standardized engines provide for more even wear of the apparatus across the fleet, potentially allowing the District maintenance operation to serve as the fleet warranty service for the manufacturer. Two disadvantages to consider involves the large capital outlay at the beginning of the project as well as carefully constructed specifications since all the trucks will be identical. The cost of this project is $4,000,000. The source of funding is Debt Service General Obligation Bonds paid over 15 years.

Project 3 - Training Facility and Area. This project involves the construction of a building and site of a dedicated fire training facility/area within the boundaries of the Bluffton Township Fire District to provide the necessary area and facilities to enable the Training Department to carry out the goals and objectives established in the District's training program. At present this training is accomplished through various means and avenues created by the staff of the Training Department (parking lots, side streets, MCAS/Parris Island). The cost of this project is $1,500,000. The source of funding is Debt Service General Obligation Bonds paid over 20 years.

Motion: It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Committee approve and recommend to Council the approval of the funding request for three Bluffton Township Fire District FY 2015-2019 Strategic Plan Capital Projects in the amount of $7,500,000 with an annual debt service millage requirement of $590,000, which equates to 1.35 mills at the District's current mill value, and the use of impact fees to offset the millage requirement. The vote: YEAS - Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch. The motion passed.

Recommendation: Council approve the funding request for three Bluffton Township Fire District FY 2015-2019 Strategic Plan Capital Projects in the amount of $7,500,000 with an annual debt service millage requirement of $590,000, which equates to 1.35 mills at the District's current mill value, and the use of impact fees to offset the millage requirement.

NATURAL RESOURCES COMMITTEE

October 13, 2014

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

The Natural Resources Committee met Monday, October 13, 2014 beginning at 1:30 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Committee Chairman Brian Flewelling, Vice Chairman Cynthia Bensch and members Gerald Dawson, William McBride, Tabor Vaux and Laura Von Harten present. Non-committee members Steve Fobes and Paul Sommerville present. Committee member Gerald Stewart absent. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County Staff: Allison Coppage, Deputy County Attorney; Tony Criscitiello, Division Director–Planning and Development, Joshua Gruber, Deputy County Administrator / Special Counsel; Gary Kubic, County Administrator; Eric Larson, Stormwater Manager; Rob Merchant, Long-Range Planner; and Dave Thomas, Purchasing Director.

Public: Reed Armstrong, Beaufort Office of the Coastal Conservation League; Ashley Feaster, Executive Director, Homebuilders of the Lowcountry: Denise Parsick, Beaufort Soil and Water Conservation District; and Shelby Berry, Beaufort Soil and Water Conservation District.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce.

Mr. Flewelling chaired the meeting.

ACTION ITEMS

1. **An Ordinance Authorizing the Relinquishment of a Stormwater Easement on Riley Road**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Eric Larson, Stormwater Manager, reviewed this item with the Committee. The Trask Family conveyed a 25' drainage easement to Beaufort County, located in the Shadow Moss, Phase 4 Subdivision in May of 2010. An open ditch was then constructed by the Stormwater Management Department to handle water runoff from Riley Road onto Phase 4 of the Shadow Moss Subdivision. Centex Homes has subsequently purchased the property from

the Trask Family, and has now approached the County to request the return of this drainage easement as they are now developing the property and are designing a storm sewer system to re-route runoff that is currently conveyed by the ditch. It is their desire to re-route the drainage across Phase 4 using a buried pipe. Upon such conveyance, Centex Homes would be responsible for the construction and maintenance of the re-routed drainage easement and Beaufort County would be released from all responsibility.

Motion: It was moved by Mr. McBride, seconded by Ms. Von Harten, that Natural Resources Committee approve and recommend Council approve on first reading an ordinance authorizing the relinquishment of an existing stormwater easement on Riley Road. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed.

Recommendation: Council approve on first reading an ordinance authorizing the relinquishment of an existing stormwater easement on Riley Road.

2. Text Amendment of Chapter 4 (Future Land Use) of the Beaufort County Comprehensive plan to Include a Place Type Overlay future Land Use Designation

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Rob Merchant, Planning Department, provided the Committee with a PowerPoint presentation regarding the Place Type Overlay amendment to the Land Use Element of the Comprehensive Plan. Such place types should be included in the Comprehensive Plan, another level of regional planning. The purpose of the Place Type Overlay is to identify locations in the County to promote appropriately scaled walkable environments with a mix of housing, civic, retail, and service choices. The proposed language establishes five place types going from the most rural to the most urban – rural crossroad, hamlet, village, town, and city. The plan then recommends that the County adopt form-based zoning districts to implement the various place types.

Motion: It was moved by Mr. McBride, seconded by Mr. Dawson, that Natural Resources Committee approve and recommend Council approve on first reading text amendments to Chapter 4 (Future Land Use) of the Beaufort County Comprehensive Plan to include a Place Type Overlay Future Land Use Designation. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed.

Recommendation: Council approve on first reading text amendments to Chapter 4 (Future Land Use) of the Beaufort County Comprehensive Plan to include a Place Type Overlay Future Land Use Designation.

INFORMATION ITEMS

3. **Consideration of Contract Award**
   - **Stormwater Public Education Contract**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Eric Larson, Stormwater Manager, explained the County issued a Request for Proposal (RFP) for Education and Outreach Consulting Services for Stormwater Management to assist with the Department's programs and projects. The proposal requested that the consultant and staff facilitate stormwater education and outreach within the County, to perform duties and responsibilities necessary to bring and keep Beaufort County compliant with all Federal, State, and local laws/regulations regarding stormwater management for fiscal year 2015, with an option to renew every year for up to four consecutive years. Beaufort County received one response to the RFP from Beaufort Soil and Water Conservation District that met the goals set forth by the Stormwater Implementation Committee and unanimously approved by the Evaluation Committee. The initial contract term is effective October 14, 2014 to June 30, 2015. The contract fee for the term will be a negotiated amount not to exceed $50,000. Primary funding will come from account 50250011-51160, Stormwater Fees, as part of the cost share Memorandum of Understanding with the Towns of Hilton Head Island, Bluffton, and Port Royal, and the City of Beaufort. The County's portion is $25,218.

Mr. Larson, Stormwater Manager, provided the Committee with a PowerPoint presentation regarding the proposal by the Beaufort Soil and Water Conservation District.

Motion: It was moved by Mr. Vaux, seconded by Mr. Dawson, that Natural Resources Committee approve a contract award to Beaufort Soil and Water Conservation District for Education and Outreach Consulting Services for Stormwater Management in an amount not to exceed $50,000. Primary funding will come from account 50250011-51160, Stormwater Fees, as part of the cost share Memorandum of Understanding with the Towns of Hilton Head Island, Bluffton, and Port Royal, and the City of Beaufort. The County's portion is $25,218. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed.

Status: Natural Resources Committee approved a contract award to Beaufort Soil and Water Conservation District for Education and Outreach Consulting Services for Stormwater Management in an amount not to exceed $50,000. Primary funding will come from account 50250011-51160, Stormwater Fees, as part of the cost share Memorandum of Understanding with the Towns of Hilton Head Island, Bluffton, and Port Royal, and the City of Beaufort. The County's portion is $25,218.

4. **Presentation, Information and Discussion**
   - **Stormwater MS4 Permit Application to be made to SCDHEC**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Eric Larson, Stormwater Manager, provided the Committee with a PowerPoint presentation on the South Carolina Department of Health and Environmental Control's Municipal Separate Storm Sewer System (MS4) Notice of Intent. The presentation reviewed key points of the sections of the draft application, including attachments. Committee members received the entire draft for their review. This item has a deadline of December 2, 2014, and will come back before the Natural Resources Committee on November 3, 2014.

Status: This item will come back before the Natural Resources Committee on November 3, 2014.

5. **Reappointments and Appointments**
   - **Northern Corridor Review Board**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No nominations at this time.

6. **Reappointments and Appointments**
   - **Rural and Critical Lands Preservation Review Board**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No nominations at this time.

7. **Reappointments and Appointments**
   - **Southern Corridor Review Board**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No nominations at this time.

8. Reappointments and Appointments

- **Stormwater Management Utility Board**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No nominations at this time.

9. Executive Session

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Motion: It was moved by Mr. Dawson, seconded by Ms. Von Harten, that Natural Resources Committee go immediately into executive session for discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed.

ORDINANCE

AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $21,000,000 AGGREGATE PRINCIPAL AMOUNT OF HOSPITAL REVENUE BONDS (BEAUFORT MEMORIAL HOSPITAL) SERIES 2014; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AND LOAN AGREEMENT; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO.

WHEREAS, Beaufort County, South Carolina (the ***"County"***), acting by and through its County Council (the ***"County Council"***), is authorized and empowered under and pursuant to the provisions of Title 44, Chapter 7, Article 11, Code of Laws of South Carolina 1976, as amended (the ***"Act"***), to promote the public health and welfare by providing for the financing, refinancing, acquiring, enlarging, improving, constructing and equipping of hospital facilities (as defined in the Act) to serve the people of the State of South Carolina (the ***"State"***) and to make accessible to them modern and efficient hospital facilities at the lowest possible expense to those utilizing such hospital facilities; and

WHEREAS, the County is further authorized to issue revenue bonds for the purpose of defraying the cost of providing hospital facilities made or given by a hospital or public agency for the cost of hospital facilities; and

WHEREAS, the County is further authorized to make the proceeds of any revenue bonds available by way of a loan to a hospital or public agency pursuant to a loan agreement; and

WHEREAS, the Beaufort County Memorial Hospital, d/b/a Beaufort Memorial Hospital (the ***"Hospital"***) is organized and existing under the laws of the State established pursuant to Act 1197 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, 1966 as amended, is empowered to operate and maintain hospital facilities, and is a "public agency" as defined in the Act; and

WHEREAS, the Board of Trustees (the ***"Board"***) of the Hospital has advised the County that the Hospital has deemed it necessary and desirable to undertake certain additions, improvements and renovations to its hospital facilities, including the acquisition of equipment therefor, and to reimburse the Hospital for certain prior capital expenditures heretofore incurred for hospital facilities which the Hospital expressed an intent to finance more fully described on ***Exhibit A*** attached hereto (collectively, the ***"Project"***) in order to provide adequate hospital and other healthcare facilities for citizens of the County; and

WHEREAS, in order to provide funds necessary for such purpose, the Board has requested that the County make provision for the issuance of not exceeding $21,000,000 Beaufort County, South Carolina, Hospital Revenue Bonds (Beaufort Memorial Hospital) Series 2014 (the ***"Series 2014 Bonds"***) payable from revenues derived by the Board from the operation of its hospital facilities; the proceeds of the 2014 Bonds, along with other funds, will be used to pay for the Project and certain costs of issuance of the 2014 Bonds; and

WHEREAS, the South Carolina Department of Health and Environmental Control (***"DHEC"***) has issued Certificates of Need with respect to those items of the Project requiring a Certificate of Need as determined by DHEC; and

WHEREAS, the Hospital and the County propose to enter into a Bond Purchase and Loan Agreement with a financial institution selected by the Hospital dated as of the first day of the month in which the Series 2014 Bonds are delivered, or such other date as determined by the Hospital (the ***"Purchase Agreement"***), with respect to the financing of the Project; and

WHEREAS, the County desires to authorize the issuance of the Series 2014 Bonds for the purpose of defraying the cost of the Project, including reimbursing the Hospital for certain capital expenditures heretofore made by the Hospital which it expressed an intent to finance and paying costs of issuance; and

WHEREAS, the County and the Hospital now desire to proceed with the financing of the Project; and

WHEREAS, there have been prepared and submitted to the County the form of the Purchase Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. To defray the cost of the Project, including permitting the Hospital to be reimbursed for certain capital expenditures heretofore made which the Hospital expressed an intent to finance, the issuance of hospital revenue bonds to be designated "not exceeding $21,000,000 Beaufort County, South Carolina, Hospital Revenue Bonds (Beaufort Memorial Hospital) Series 2014," is hereby authorized subject to the provisions of this Ordinance and the Purchase Agreement. The Series 2014 Bonds shall be dated; shall be issued in such denominations; shall be payable as to principal, interest and redemption premium, if any; shall bear interest; shall mature; shall be in the form; and shall contain provisions for execution, authentication, payment, registration, redemption and numbering as shall be set forth in the Purchase Agreement.

Section 2. The Series 2014 Bonds shall be secured by a pledge effected by the Purchase Agreement and shall be limited obligations of the County payable solely from and secured by a pledge of the gross revenues and receipts derived by the County from or in connection with the Purchase Agreement hereinafter authorized. The Series 2014 Bonds do not and shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing power.

Section 3. The form of the Purchase Agreement for the Series 2014 Bonds and as submitted to this meeting and appended hereto as ***Exhibit B*** and made a part of this Ordinance as though set forth in full herein, be and the same are hereby approved. The Chairman of the County Council (the ***"Chairman"***) is hereby authorized and directed to execute and deliver the Purchase Agreement with such changes, insertions and omissions as may be approved by said Chairman upon advice of counsel, said execution being conclusive evidence of such approval; and the Clerk of the County Council (the ***"Clerk"***) is hereby authorized and directed to affix the corporate seal of the County to the Purchase Agreement and to attest the same.

Section 4. The Chairman and the Clerk, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver the tax agreement and any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. This Ordinance shall become effective and be in full force immediately.

BEAUFORT COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
Chairman, County Council

ATTEST:

_____
Clerk to County Council

First Reading: September 22, 2014
Second Reading: October 13, 2014
Public Hearing:
Third Reading:

EXHIBIT A

The Project consists of (i) the acquisition of the Beaufort Medical Plaza, an existing 61,175 square foot medical office building located on the Hospital's main campus in Beaufort, South Carolina, (ii) the acquisition of a 13,628 square foot outpatient surgery center located near the Hospital's campus, (iii) acquiring certain hospital equipment, and (iv) reimbursement for certain capital expenditures related to the above capital improvements.

EXHIBIT B

FORM OF PURCHASE AGREEMENT

2014 /

SOUTHERN BEAUFORT COUNTY PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT FOR OSPREY POINT (R603-013-000-0006-0000) (119.75 ACRES ALONG S.C. HIGHWAY 170, BLUFFTON).

BE IT ORDAINED, that County Council of Beaufort County, South Carolina, hereby amends the Zoning Map of Beaufort County, South Carolina. The map is attached hereto and incorporated herein.

Adopted this _____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

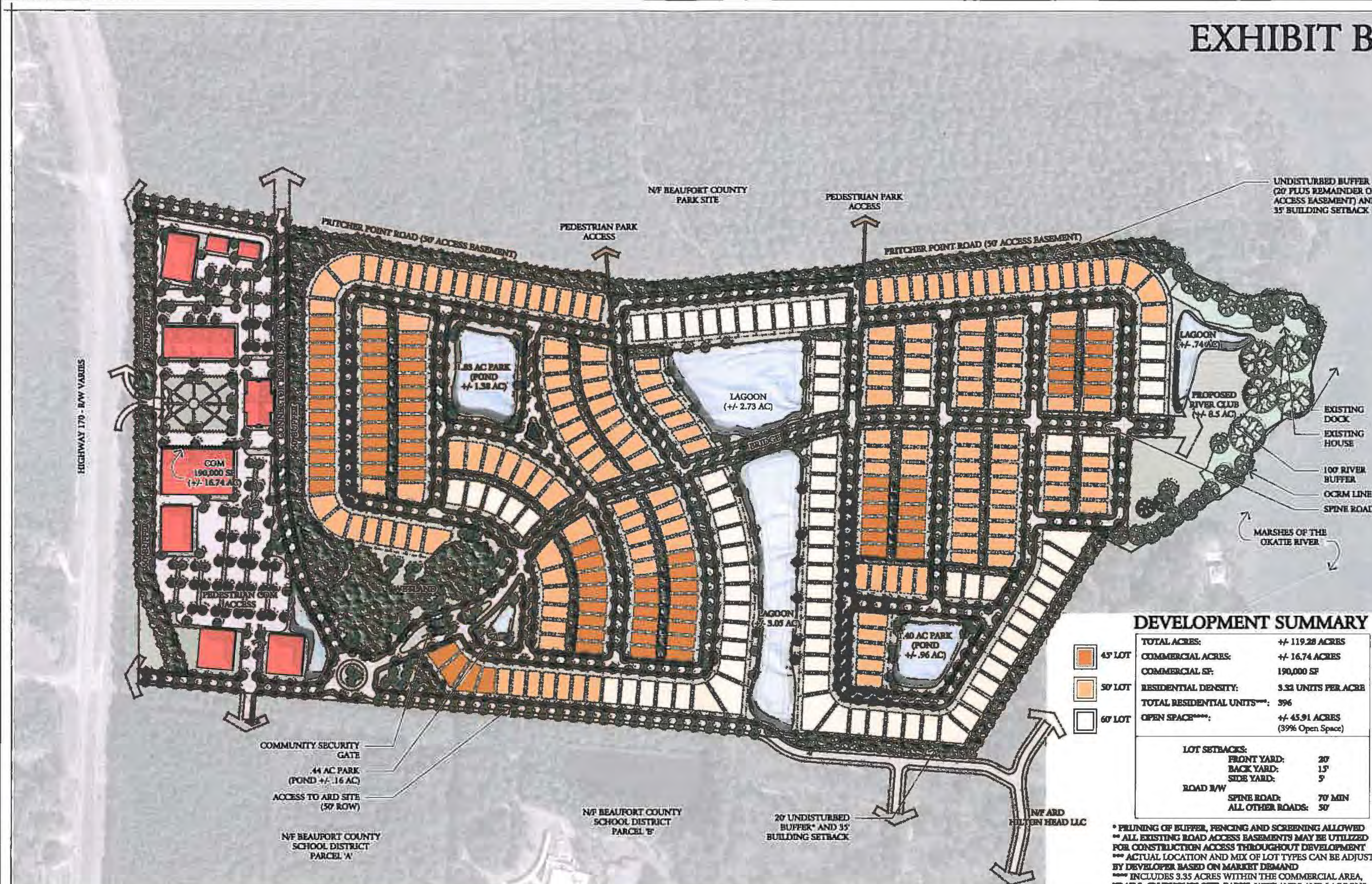
_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading: October 13, 2014
Second Reading:
Public Hearing:
Third and Final Reading:

EXHIBIT B



DEVELOPMENT SUMMARY

Legend		
45' LOT	TOTAL ACRES:	+/- 119.28 ACRES
	COMMERCIAL ACRES:	+/- 16.74 ACRES
	COMMERCIAL SF:	190,000 SF
50' LOT	RESIDENTIAL DENSITY:	3.32 UNITS PER ACRE
	TOTAL RESIDENTIAL UNITS***:	396
60' LOT	OPEN SPACE****:	+/- 45.91 ACRES (39% Open Space)

LOT SETBACKS:

FRONT YARD:	20'
BACK YARD:	15'
SIDE YARD:	5'

ROAD R/W

SPINE ROAD:	70' MIN
ALL OTHER ROADS:	50'

* PRUNING OF BUFFER, FENCING AND SCREENING ALLOWED
** ALL EXISTING ROAD ACCESS EASEMENTS MAY BE UTILIZED FOR CONSTRUCTION ACCESS THROUGHOUT DEVELOPMENT
*** ACTUAL LOCATION AND MIX OF LOT TYPES CAN BE ADJUSTED BY DEVELOPER BASED ON MARKET DEMAND
**** INCLUDES 3.35 ACRES WITHIN THE COMMERCIAL AREA, TRAILS, CLUBHOUSE SITE, PARKS, WETLANDS AND LAGOONS

PREPARED FOR:
MALIND BLUFF DEVELOPMENT LLC

PREPARED BY:
J. K. TILLER ASSOCIATES, INC.
LAND PLANNING LANDSCAPE ARCHITECTURE

OSPREY POINT (MALIND BLUFF) AMENDED MASTER PLAN

BEAUFORT COUNTY, SOUTH CAROLINA

July 29, 2014

NORTH

GRAPHIC SCALE
0 200' 400' 600'

THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION.

JKT Job Number: 201403-01

EXHIBIT I

This Exhibit is for illustrative purposes only. It is intended to show that relatively higher residential density is focused on the portion of the residential tract closest to the commercial portion of the PUD property.

N/F BEAUFORT COUNTY
PARK SITE

PRITCHER POINT ROAD (50' ACCESS EASEMENT)

PRITCHER POINT ROAD (50' ACCESS EASEMENT)

HIGHWAY 170 - R/W VARIES

T-4
URBAN
CENTER

T-3
RESIDENTIAL

T-2
RESIDENTIAL

MARSHES OF THE
OKATIE RIVER

N/F BEAUFORT COUNTY
SCHOOL DISTRICT
PARCEL 'A'

N/F BEAUFORT COUNTY
SCHOOL DISTRICT
PARCEL 'B'

N/F ARD
HILTON HEAD LLC

MALIND BLUFF TRANSECTS

MALIND BLUFF T-4 URBAN CENTER	+/-17.21 AC (207,000 SF COM) 20 UNITS MAXIMUM
MALIND BLUFF T-3 RESIDENTIAL	+/-46.95 AC (4.18 UNITS/AC) 196 MAXIUMUM UNITS
MALIND BLUFF T-2 RESIDENTIAL	+/- 55.12 AC (3.26 UNITS/AC) 180 MAXIMUM UNITS
TOTAL MAXIMUM UNITS:	396 UNITS
TOTAL DENSITY:	3.32 UNITS (396 UNITS/+/-119.28 AC)

REVISED OCTOBER 8, 2014

PREPARED FOR:
MALIND BLUFF DEVELOPMENT LLC

PREPARED BY:
J. K. TILLER ASSOCIATES, INC.

LAND PLANNING LANDSCAPE ARCHITECTURE
TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909
Voice 843.815.4800 jktiller@jktiller.com Fax: 843.815.4802

OSPREY POINT (MALIND BLUFF)
TRANSECT MAP

BEAUFORT COUNTY, SOUTH CAROLINA

July 29, 2014

NORTH

GRAPHIC SCALE 0 200' 400' 600'

JKT Job Number: 201403-01

2014 /

TEXT AMENDMENT TO THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE (ZDSO), APPENDIX H (COMMERCIAL FISHING VILLAGE OVERLAY DISTRICT), SECTION 5, DEVELOPMENT STANDARDS (AMEND TO REGULATE THE OFF-LOADING, PACKING, AND TRANSPORTING OF CANNONBALL JELLYFISH)

Whereas, Standards that are underscored shall be added text and Standards ~~lined through~~ shall be deleted text.

Adopted this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading: October 13, 2014
Second Reading:
Public Hearing:
Third and Final Reading:

Appendix H. COMMERCIAL FISHING VILLAGE OVERLAY DISTRICT (CFV)

Sec. 5 Development Standards

(a) Permitted uses. The CFV Overlay District is intended primarily for the processing, manufacturing, storage, wholesale, retail, and distribution of commercial fishing products. Where the CFV district is applied, the permitted uses shall include those permitted uses specifically referenced in the base zoning, in addition to the following uses:

(1) Marine or fishing related retail and service establishments limited to 3,100 square feet.

(2) Restaurants, less than 3,100 square feet.

(3) Educational facilities, marine research centers and research laboratories for marine products, resources and physical or biological characteristics of the marine environment.

(4) Commercial docks as defined by the Office of Ocean and Coastal Resource Management (OCRM) and section 106-1912, water dependent uses, of the Beaufort County ZDSO.

(5) Fish house. A commercial establishment that buys and sells, at wholesale and/or retail, seafood products, bait, ice, and other products and services required by the seafood industry, limited to 3,100 square feet.

(6) Marine transport services, including public boat landings and boat launches, commercial vessel berthing, excursion services and boat rentals.

(7) Boat chartering.

(8) Temporary uses specifically involving trap construction, maintenance, and repair.

(9) Seafood processing, except where otherwise listed in this section as a limited or special use.

(c) Special use. Uses designated as "special uses," require more stringent standards, and must be considered and approved by the zoning board of appeals (ZBOA). Where required by ~~the Beaufort County Zoning and Development Standards Ordinance or when deemed necessary by the zoning board of appeals (ZBOA)~~ the DRT, following a pre-application meeting, a community impact statement or portions thereof may be required as part of the application. The following uses and structures shall be permitted in the CFV district if a special use permit, pursuant to ~~section 106-551~~ Article III (Administrative Procedures), Division 3 (Discretionary Reviews), Subsection IV (Special Uses), Beaufort County ZDSO, has been obtained.

(1) Ice houses and plants.

(2) Marine construction and salvage facilities.

(3) Manufacture and storage of fishing equipment.

(4) Restaurants greater than 3,100 square feet.

(5) Uses primarily oriented toward meeting recreational fishing and boating needs.

(6) The offloading, rinsing, shucking, packing, transport, and/or processing of cannonball jellyfish.

Sec. 8. Nonconforming uses and structures.

(a) *Termination of nonconforming uses.*

(1) If any nonconforming use, as defined under this chapter, is discontinued, or if such nonconforming use is abandoned for more than thirty (30) days, any subsequent use of such land shall conform to the regulations specified by this chapter for the district in which such land is located.

(2) Should any nonconforming structure, as defined under this chapter, or nonconforming portion of a structure be destroyed by any means to the extent of more than double its assessed value immediately prior to the damage, it shall not be reconstructed or repaired except in conformity with the provisions of this chapter.

(3) When the nonconforming use of a structure, or a structure and land in combination, is discontinued, or the nonconforming use is abandoned for more than thirty (30) days, the structure or structure and land in combination, shall not thereafter be used except in conformity with the regulations of the district in which it is located. Where nonconforming use status applies to a structure and land in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land.

(b) *Time for nonconforming uses to conform.* Any nonconforming use, as defined under this chapter, in existence at the time of adoption of this Ordinance, or any amendment thereto, which violates or does not conform to the provisions hereof, (hereafter a "pre-existing, nonconforming business") shall conform to the provisions of this chapter within a period of six (6) months following the adoption of this Ordinance or any amendments thereto.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EXISTING STORMWATER EASEMENT ON RILEY ROAD

WHEREAS, Beaufort County currently owns a 10' drainage easement located in the Shadow Moss Neighborhood, Phase 7 development on Riley Road owned by Centex Homes (See Exhibit A) which encompasses an open drainage ditch; and

WHEREAS, Centex Homes desires to remove the ditch and associated drainage easement to run across Phase 7 utilizing a storm sewer pipe so that they may have better development opportunities for their property; and

WHEREAS, upon such conveyance, Centex Homes would be responsible for the construction and maintenance of the re – routed drainage system and Beaufort County would be released from all maintenance responsibility; and

WHEREAS, Administrative Staff have reviewed their request and believe that it is in the best interests of the County to grant the relinquishment of the existing easement in acceptance of the proposed relocated drainage system to be constructed and maintained by Centex Homes; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:

The County Administrator is hereby authorized to execute any and all documents necessary to relinquish the 10' drainage easement (Deed book – 2969 Page – 2263) located in the Shadow Moss Neighborhood, Phase 7 development on Riley Road owned by Centex Homes in exchange for a drainage system to be constructed and maintained by Centex Homes and the release Beaufort County of all maintenance responsibility of the drainage easement.

ADOPTED BY BEAUFORT COUNTY COUNCIL, BEAUFORT, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: October 13, 2014
Second Reading:
Public Hearing:
Third and Final Reading:

Exhibit "A"

D/W

RILEY RD

R112-28-721

Existing 10ft Drainage Easement
Owner: Beaufort County
Recorded in Book - 2969 Page - 2263

N
W E
S

TUGALOO DR

BRASSTOWN WAY

CATAWBA WAY

Easements
Parcels

0 25 50 100 150 200
Feet

2014 /

TEXT AMENDMENT TO CHAPTER 4 (FUTURE LAND USE) OF THE BEAUFORT COUNTY COMPREHENSIVE PLAN TO INCLUDE THE FOLLOWING:

- Amendment to Future Land Use Plan Division, Subsection "Special Land Use Designations", to include a Place Type Overlay Future Land Use Designation. Added text is attached.

- Amendment to Recommendation 4.4 to include language that calls for the adoption of form-based zoning districts to implement the Place Type Overlay designation. Added text is underscored;

- Addition of Maps 4-9 and 4-10, which show the location of place types in Beaufort County; and

- Addition of Appendix 4-I: Beaufort County Place Types, which further defines the appropriate character, form, scale, intensity, and mix of uses for each of the place types in Beaufort County

Adopted this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

Beaufort County Comprehensive Plan

Chapter 4: Future Land Use

Special Land Use Designations

[Note: Add Following Language to Subsection]

Place Type Overlay

Both within and outside of Growth Areas the policies of this plan encourage the development and reinforcement of pedestrian scaled mixed-use communities. The purpose of the Place Type Overlay future land use is to identify locations in the County to promote appropriately scaled walkable environments with a mix of housing, civic, retail, and service choices and that achieve the following:

- Improve the built environment and human habitat.
- Promote development patterns that support safe, effective, and multi-modal transportation options, including auto, pedestrian, bicycle, and ultimately transit. This will minimize vehicle traffic by providing for a mix of land uses, walkability, and compact community form.
- Provide neighborhoods with a variety of housing types to serve the needs of a diverse population.
- Remove barriers and provide incentives for walkable urban projects.
- Promote the greater health benefits of a pedestrian-oriented environment.
- Reinforce the character and quality of local communities, including rural crossroads, neighborhoods, hamlets, and villages.
- Reduce sprawling, auto-dependent development.
- Protect and enhance real property values.
- Reinforce the unique identity of Beaufort County that builds upon the local context, climate, and history.

Rural Place Types: While rural landscapes consist largely of natural areas, agricultural and forestry uses, and low-density residential development, historically, small walkable communities served as retail, service and civic hubs for the surrounding rural hinterlands.

Rural Place types consist of Rural Crossroads and Hamlets (See Map 4-9 and 4-10). Appendix 4-I further defines the appropriate character, form, scale, intensity, and mix of uses for each of the place types in Beaufort County so that suitable zoning districts and other tools can be developed and applied to implement these places.

- **Rural Crossroad Place Types**. Rural crossroads are typically located at the intersection of two or more rural roads. They provide a small amount of pedestrian-oriented, locally-serving retail in a rural context, and transition quickly into agricultural uses and/or the natural environment as one moves away from the intersection. Historic examples of rural crossroads include Pritchardville in southern Beaufort County and the Corners Community on St. Helena Island.
- **Hamlet Place Types**. Hamlets are typically larger and more intense than rural crossroads and are often located at the edge of the rural and urban condition. A hamlet often has a small, pedestrian-oriented main street with surrounding and supporting residential fabric that is scaled

to the size of a pedestrian shed. The main street and surrounding residential fabric transitions quickly into agricultural uses and/or the natural environment. A historic example of a hamlet includes the original settlement of Bluffton along Calhoun Street. The size and scale of the Habersham community would currently be classified as a hamlet, but could develop into a village if existing development plans are realized.

Urban Place Types: Urban places are more complex with concentrations of public infrastructure, community services, and existing homes and businesses. They are located within urbanized areas, and are organized within an interconnected network of streets and blocks in multiple pedestrian sheds. They include areas where one has the opportunity to walk, bike, or ride transit to work, to fulfill daily shopping needs (such as groceries), and to access other amenities within close proximity. These places are composed of elements that create complete walkable places, including downtowns, neighborhood main streets, neighborhood centers, and residential neighborhoods of varying densities and intensities.

Urban Place types consist of Villages, Towns, and Cities (See Map 4-9 and 4-10). Appendix 4-I further defines the appropriate character, form, scale, intensity, and mix of uses for each of the place types in Beaufort County so that suitable zoning districts and other tools can be developed and applied to implement these places.

- **Villages** are made up of clusters of residential neighborhoods of sufficient intensity to support a central, mixed-use environment. The mixed-use environment can be located at the intersection of multiple neighborhoods or along a corridor between multiple neighborhoods. Habersham is a good example of a place that is evolving into a village.
- **Towns** are made up of clusters of neighborhoods or villages that can support a larger, more complex mixed-use environment. Buildings at the core of a town are attached and may be up to four stories tall. Towns are important centers of the County. The Town of Port Royal represents the local archetype.
- **Cities** are made up of clusters of neighborhoods or villages that can support the most intense, complex mixed-use environments. Buildings within the cores of a city are attached and may be taller than four stories in height. Cities are regional centers of the County and contain primary commercial and civic destinations. The City of Beaufort represents the local archetype.

Implementing the Place Type Overlay: The place types should be implemented with form-based zoning districts that focus firstly on the intended character and intensity of development and secondly on the mix of uses within. The form-based districts should be organized on the principle of the Transect (Figure 4-5).

Figure 4-5: A Typical Rural-Urban Transect with Transect Zones

Source: The Smart Code Version 9.2

The Transect, as a framework, identifies a range of settlement patterns from the most natural to the most urban. Its continuum, when subdivided, lends itself to the creation of zoning categories with standards that prescribe appropriate intensity, character and mix of uses. The following are generalized zoning categories based on the Transect.

- **T-1 Natural Zone** consists of lands approximating or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation.
- **T-2 Rural Zone** consists of sparsely settled lands in open or cultivated state. These include woodland, agricultural land, and natural areas. Typical buildings are farmhouses, agricultural buildings, and low density houses.
- **T-3 Sub-Urban Zone** consists of low density residential areas, adjacent to higher zones that contain some mixed use. Home occupations and outbuildings are allowed. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the roads irregular to accommodate natural conditions.
- **T-4 General Urban Zone** consists of a mixed use but primarily residential urban fabric. It may have a wide range of building types: single, sideyard, and rowhouses. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.
- **T-5 Urban Center Zone** consists of higher density mixed use buildings that accommodate retail, offices, rowhouses and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks.
- **T-6 Urban Core Zone** consists of the highest density and height, with the greatest variety of uses, and civic buildings of regional importance. There are no locations within Beaufort County where T-6 Urban Core is appropriate. Typically only large towns and cities have an Urban Core Zone.

In order to be an effective tool to implement the Place Type Overlay District the specific mix of uses, intensity and character of these districts should be calibrated to fit the unique natural and built environment of Beaufort County.

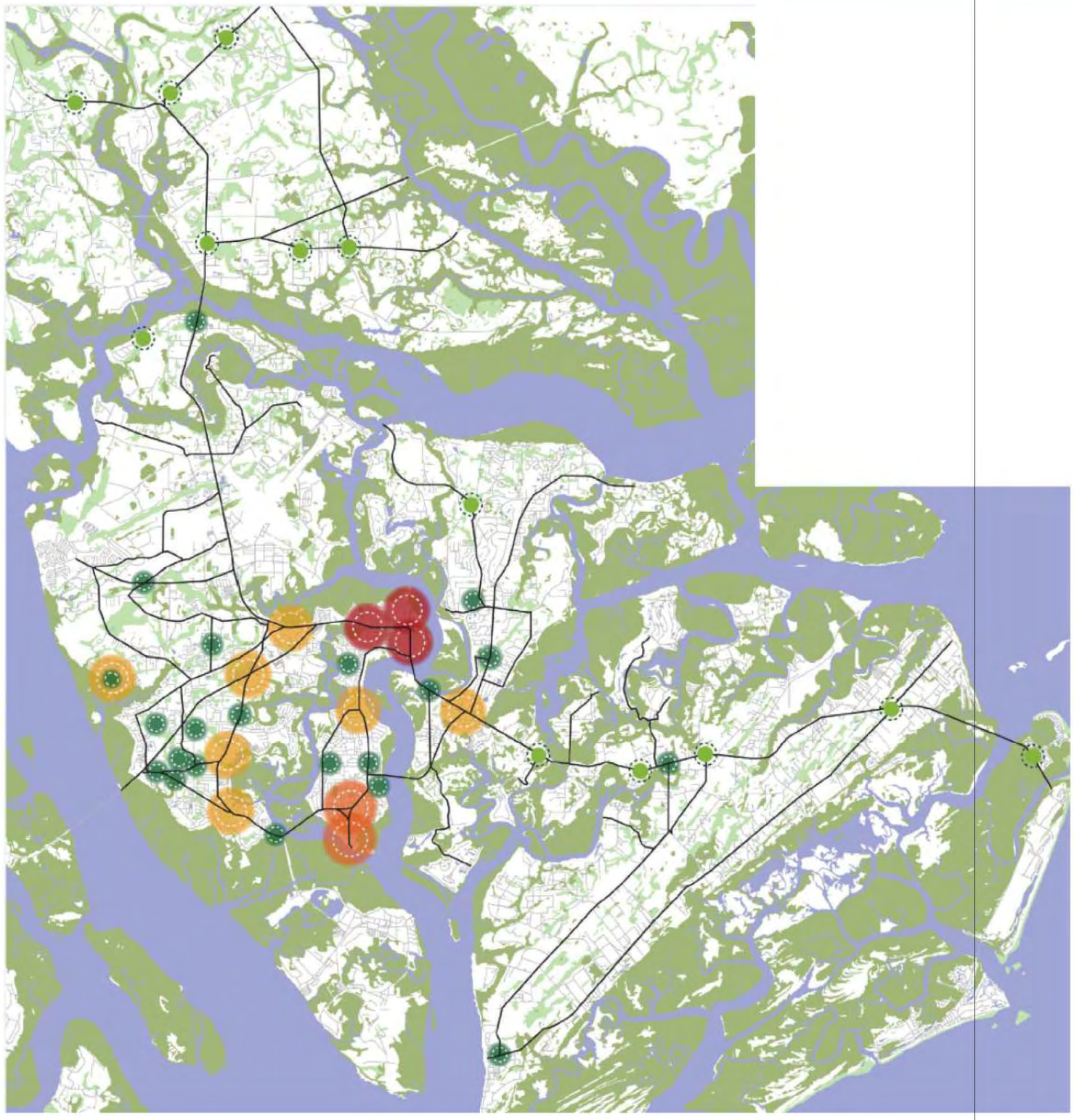
Recommendation 4-4: Update the County Land Use Regulations

Beaufort County will update the county's zoning and development standards ordinance to incorporate the related recommendations of the regional plans and to facilitate the Future Land Use element of this comprehensive plan. In particular, the county will consider incorporating the following recommendations:

- Incorporate the development guidelines and recommendations established in this plan and in the regional plans; and
- Encourage mixed-use developments, where proposed, through revisions that will expedite review procedures and provide density incentives.
- Codify requirements that allow for the county, municipalities, the school district, and where involved, the military, to review and comment on major development proposals and annexations. This action would require that any application for an annexation or proposed rezoning will be sent to the planning directors, or similar official, of the relevant review body prior to the public hearing on the application. Any comments provided by such planning official will be included in the review packets for the subject annexation or rezoning.
- Implement the Place Type Overlay by developing form-based zoning districts that focus firstly on the intended character and intensity of development and secondly on the mix of uses within. The form-based districts should be organized on the principle of the Transect. The specific mix of uses, intensity and character of the form-based districts should be calibrated to fit the unique natural and built environment of Beaufort County.

Chapter
4

Land Use



Map 4-9

Place Type Overlay

Northern Beaufort County

- City Place Type
- Town Place Type
- Village Place Type
- Hamlet Place Type
- Rural Crossroad Place Type

2010
Beaufort County Comprehensive Plan

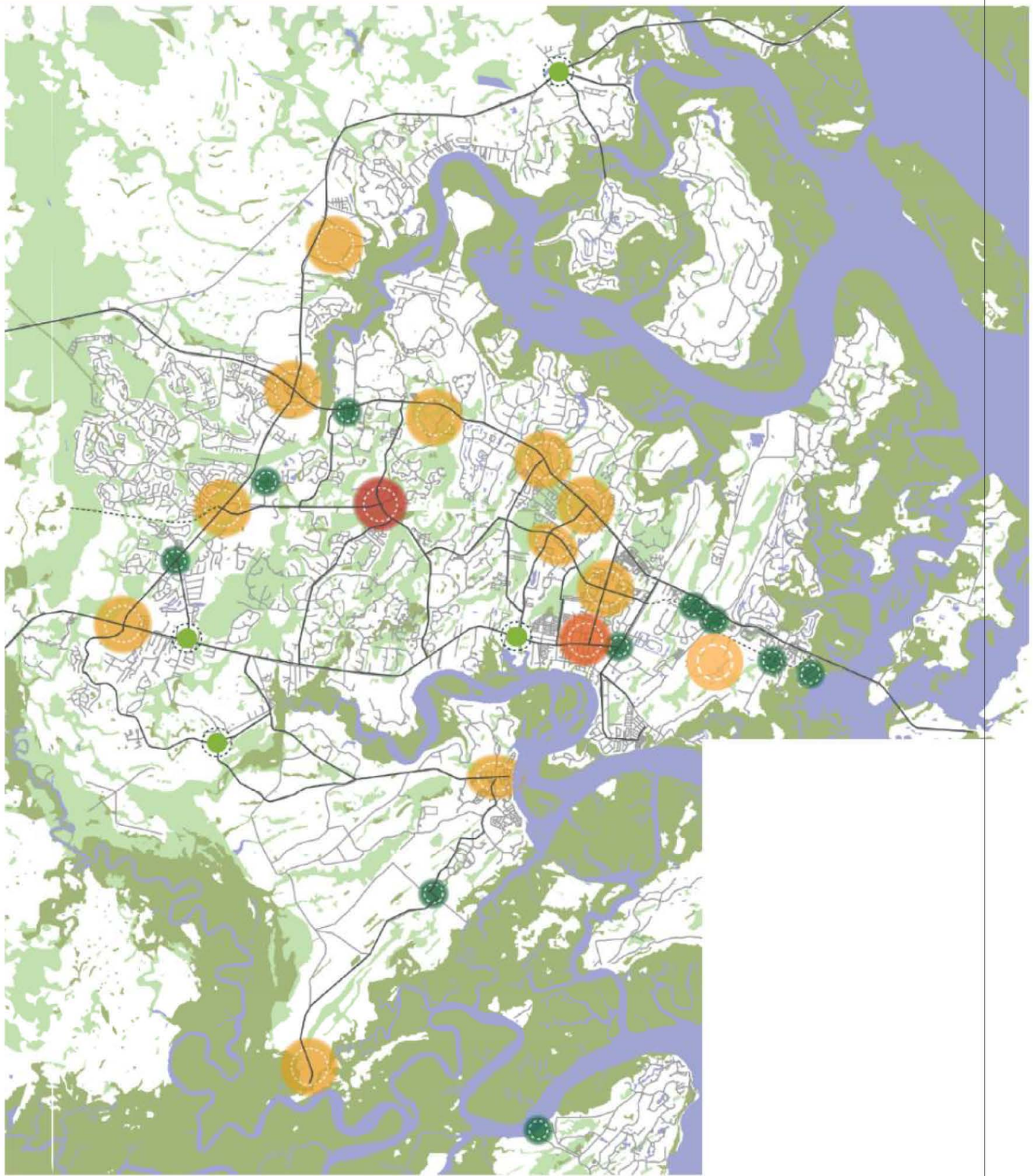
Chapter
4

Land Use

Map 4-10

Place Type Overlay

Southern Beaufort County



City Place Type

Town Place Type

Village Place Type

Hamlet Place Type

Rural Crossroad Place Type

2010
Beaufort County Comprehensive Plan

Appendix 4-I
Beaufort County Place Types

Overview

The Place Type Overlay identifies locations in the County to promote appropriately scaled walkable environments with a mix of housing, civic, retail, and service choices. The scale, intensity and character of these walkable communities vary greatly from small rural crossroads that serve neighboring agricultural communities to cities with a diversity of uses and housing types. This Appendix further defines the appropriate character, form, scale, intensity, and mix of uses for each of the place types in Beaufort County so that suitable zoning districts and other tools can be developed and applied to implement these places.

Table 1: Rural Place Types in Beaufort County			
		Rural Crossroads	Hamlet
			
Form			
Type of Settlement		Significant intersection or node.	Low to medium intensity main street.
Level of Urbanization		Minimal to Mild	Mild to Medium
Transect Zones		T2 and T3	T2, T3, and T4
Scale		Primarily auto scale with human scale development at center - ⅛ to ¼ mile pedestrian shed.	Transitioning from auto to human scale. ¼ mile pedestrian shed.
Acres		10 acres minimum. 80 acres maximum.	40 acres minimum. 200 acres maximum.
Intensity of Settlement		1 to 2 dwelling units per acre gross.	3 to 6 dwelling units per acre gross.
Character of Buildings		1–2 story detached buildings containing various uses that are primarily residential or agricultural in form.	1–3 story detached buildings containing various uses that are primarily residential or agricultural in form.
Infrastructure			
Stormwater Management		Low impact watershed management at the lot level.	Low impact watershed management at lot, neighborhood and community level.
Water & Sewer Service		Septic systems and wells transitioning to package wastewater systems and regional water and sewer service.	Septic systems and wells transitioning to package wastewater systems and regional water and sewer service.
Electricity and Communications		Standard voltage electric utility and communication lines shall be buried when they are new; or when significant alterations to an existing thoroughfare ROW occurs.	
Services			
Fire, EMS, Police		Professionally manned fire and EMS stations, and police sub-stations may be sited. Fire hydrants may be sparse and shall be required of all new development.	Professionally manned fire and EMS stations, and police sub-stations are appropriate. Fire hydrants shall be required of all new development.
Transportation			
Street Network		Simple organic network of large irregular blocks. "Crossroads" intersection shall not be widened, but rather pedestrianized.	Simple organic network. Medium to large blocks with 'complete' main street. Streets and intersections shall not be widened.
Street Surface		Only public streets shall be paved.	All streets except alleys shall be paved.
Transit		Regional transportation service only.	Regional transportation service only.
Common Destinations			
Health Care	office/clinic	Appropriate	Appropriate
	hospital	Not appropriate	Not appropriate
Schools	Primary	Not appropriate	Appropriate
	Secondary	Not appropriate	Appropriate
	College	Not appropriate	Not appropriate
Civic Space		Primarily neighborhood and community scaled greenways, greens, pocket parks, playgrounds, gardens, and preserves.	Primarily neighborhood and community parks, greenways, greens, squares, plazas, playgrounds, gardens, and preserves.
Civic Structures		Primarily range from neighborhood to small community scaled facilities (e.g. rec. center, meeting hall, church, etc.). Regional scaled facilities shall locate in Town or City Place Types (e.g. cultural facilities, County govt. buildings, post office, library, DMV, Social Security Administration, etc.).	Primarily range from neighborhood to large community scaled facilities (e.g. rec. center, meeting hall, post office, church, library, etc.). Regional scaled facilities shall locate in Town or City Place Types (e.g. cultural facilities, County govt. bldgs., state and federal agencies.).

Table 2: Urban Place Types in Beaufort County			
		Village	Town and City
			
Form			
Type of Settlement		Cluster of neighborhoods and hamlets support a mixed-use village center and main street within County, Town, or City.	Neighborhoods and districts that are inter-connected by mixed-use streets form these town and city "centers" of the County.
Level of Urbanization		Med. to High. Enhanced services provide countywide economies of agglomeration.	High. Enhanced services provide multi-county region economies of agglomeration.
Zoning Districts		T3 and T4	T3, T4 and T5
Scale		Human scale. ½ mile pedestrian shed.	Human scale. ½ mile pedestrian shed.
Acres		120 acres minimum. 500 acres maximum.	320 acres minimum.
Intensity of Settlement		4 to 12 dwelling units per acre gross.	6 to 24 dwelling units per acre gross.
Character of Buildings		1–3 story attached and detached buildings appear residential or commercial in form.	1–4 story attached and detached buildings appear residential or commercial in form.
Infrastructure			
Stormwater Management		Low impact watershed management at lot, neighborhood, community, district level.	Low impact watershed management at lot, neighborhood, community, district level.
Water & Sewer Service		Regional water and sewer shall be required of all new development.	Regional water & sewer shall be required of all new development.
Electricity and Communications		Standard voltage electric utility and communication lines shall be buried when they are new; or when significant alterations to an existing thoroughfare ROW occurs.	
Services			
Fire, EMS, Police		Professionally manned fire and EMS stations, and police sub-stations are appropriate. Fire hydrants shall be required of all new development.	The main City or Town fire and EMS station, and the main stand-alone police station shall locate here. Fire hydrants shall be required of all new development.
Transportation			
Street Network		Complex semi-formal network with small to med. blocks and 'complete' main street. Existing street network shall not be widened, but rather "dieted" and pedestrianized.	Complex network, formal, grid, 'Complete' streets, and a prominent main street. Existing street network shall not be widened, but rather "dieted" and pedestrianized.
Street Surface		All streets and alleys shall be paved.	All streets and alleys shall be paved.
Transit		Plan for Regional or Local transit service.	Multi-modal transit hub shall locate here.
Common Destinations			
Health Care	office/clinic	Appropriate	Appropriate
	hospital	Not appropriate	Appropriate
Schools	Primary	Appropriate	Appropriate
	Secondary	Appropriate	Appropriate
	College	Not appropriate	Appropriate
Civic Space		Primarily neighborhood and community scale parks, greenways, greens, squares, plazas, playgrounds, gardens, and preserves.	Neighborhood, community and regional scale parks, greenways, greens, squares, plazas, playgrounds, gardens, and preserves.
Civic Structures		Primarily range from neighborhood to large community scaled facilities (e.g. rec./community center, meeting hall, post office, church, library, etc.). Regional scale facilities shall locate in Town or City Place Types (e.g. cultural facilities, County govt. bldgs., state and federal agencies).	Address civic needs at the neighborhood/ community scale (e.g. meeting hall, rec. center, community center); at the town or city scale (e.g. main library, main post office, town hall, theater, museum); and at the regional scale (e.g. cultural facilities, County govt. bldgs., state and federal agencies).

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

RESOLUTION 2014 / ___

A RESOLUTION TO EXPRESS BEAUFORT COUNTY'S REQUEST THAT THE SOUTH CAROLINA GENERAL ASSEMBLY INCREASE THE ALLOCATION TO THE LOCAL GOVERNMENT FUND TO BOTH PROVIDE PROPERTY TAXPAYERS WITH THE RELIEF THEY HAVE BEEN PROMISED AND ALLOW COUNTY GOVERNMENT THE ABILITY TO PROVIDE THE STATE AND LOCAL GOVERNMENT SERVICES REQUIRED UNDER STATE LAW

WHEREAS, the South Carolina General Assembly enacted the Home Rule Act, Act No. 283 of 1975, granting certain, but limited, powers to the Local Government bodies across the State; and

WHEREAS, the State, in addition to the powers and obligations enumerated the Home Rule Act, has chosen to utilize counties as an administrative arm of the State of South Carolina and as an additional funding source for state agencies; and

WHEREAS, the Legislature proposed and passed the State Aid to Subdivisions Act in the FY 1991-92 budget; and

WHEREAS, this Act requires that the State appropriate 4.5% of general fund revenues of the most recently completed fiscal year to the Local Government Fund; and

WHEREAS, in FY 2009-10, FY 2010-11, FY 2011-12, FY 2012-13, FY 2013-14 and FY 2014-15 the General Assembly suspended the provisions of §6-27-30 and §6-27-50 in the budget and failed to fund the LGF at the statutorily mandated formula; and

WHEREAS, for FY 2014-15 the General Assembly funded the LGF at $187.6 million in recurring dollars and $25 million in non-recurring money. This amount represents $75 million in lost tax relief to county taxpayers; and

WHEREAS, in 1999 the General Assembly passed §12-37-2735, the Personal Property Tax Relief Fund, to provide an additional $20 million allocation to counties for property tax relief; and

WHEREAS, since FY 2001-02 the General Assembly has suspended the provisions of §12-37-2735 in the budget and failed to fund the Personal Property Tax Relief Fund at the statutorily mandated level; and

WHEREAS, state-shared revenue assists in the burden placed upon property taxpayers to fund both state and local services; and

WHEREAS, despite refusing to increase monies to the Local Government Fund, the General Assembly persists in statutorily requiring counties to assume the State's administrative and financial responsibilities; and

WHEREAS, the State further punishes county taxpayers by withholding additional revenue for a county's failure to assume the state's obligations; and

WHEREAS, this shift of financial responsibility creates a sham, giving the appearance of "clean hands"

at the state level of government while forcing local governments to raise taxes; and

WHEREAS, in addition to surreptitiously dismantling statutory property tax relief granted to their property taxpayers, the General Assembly has further restricted county government's ability to generate revenue, thereby preventing the counties from being able to pay for legitimate functions of county government and from mitigating the expected shortfalls resulting from the State's refusal to meet its statutory obligations; and

WHEREAS, despite the fact that the state general fund saw a 20.3% increase from FY 2010 to 2013, the General Assembly refuses to provide even a negligible increase for property tax relief, much less fund in accordance with state statutes; and

WHEREAS, this tax policy is unsustainable without substantial tax increases and service reductions; and

WHEREAS, a failure to fund the Local Government Fund requires taxpayers to pay twice for the same services they were receiving prior to the reductions in the Local Government Fund.

NOW, THEREFORE, BE IT RESOLVED on this _____ day of _____ 2014, that Beaufort County urges the General Assembly to reestablish accountability by restoring State funding of State agencies and desist in the current policy which uses sleight of hand by forcing counties to levy property taxes to fund these agencies; and

BE IT FURTHER RESOLVED, that Beaufort County urges the General Assembly to increase the allocation to the Local Government Fund to both provide property taxpayers with the relief they have been promised and allow county government the ability to provide the State and Local Government services required under State Law.

County Council of Beaufort County

_____, D. Paul Sommerville, Chairman

_____, Stewart H. Rodman, Vice Chairman

_____, Cynthia M. Bensch, Council Member

_____, Rick Caporale, Council Member

_____, Gerald Dawson, Council Member

_____, Brian Flewelling, Council Member

_____, Steven G. Fobes, Council Member

_____, William L. McBride, Council Member

_____, Gerald W. Stewart, Council Member

_____, Roberts "Tabor" Vaux, Council Member

_____, Laura L. Von Harten, Council Member

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY TRAFFIC & TRANSPORTATION
ENGINEERING DEPARTMENT
113 Industrial Village Road, 29906
PO Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2940 Fax: (843) 255-9443

TO: Councilman Gerald Dawson, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Joshua Gruber, Deputy County Administrator
Alicia Holland, Chief Financial Officer
Robert McFee, Director of Engineering & Infrastructure
Dave Thomas, Purchasing Director
Monica Spells, Compliance Officer

FROM: Colin Kinton, Traffic & Transportation Engineering

SUBJ: **Contract Award for Pavement Markings for Beaufort County #100614TE**

DATE: October 13, 2014

BACKGROUND: Beaufort County Traffic Engineering evaluates the existing County road inventory on a yearly basis to determine which roads are in need of centerline and/or edgeline markings. The attached list includes the highest priority roadways needing to be remarked or have centerlines added. The project was put out to bid and we received one vendor response:

Peek Pavement Marking, LLC, Columbus, GA 31909 $105,586

Peek Pavement Marking, LLC provided this service for Beaufort County last fiscal year and we found their work to be acceptable & it was completed within the contract time. The engineer's estimate for the proposed project is $138,590.

FUNDING: Account #23420017-54901, Tag funds.

FOR ACTION: Public Facilities Committee occurring on October 20, 2014

RECOMMENDATION: The Public Facilities Committee approves and recommends to County Council a contract with Peek Pavement Marking, LLC to complete pavement markings per the attached list in the amount of $105,585.90

CK/cg

Attachment: 1) Project List

J:\Agenda Items\Pavement markings 2015.doc

FY 2015 Pavement Markings

Priority	Road Name	Limits	Length (ft)	Area	Council District
1	Buckwalter Parkway	US 278 to Hampton Hall/Bluffton Parkway	14500	Bluffton	7
2	Bluffton Parkway	Buck Island Road to Simmonsville Road	3500	Bluffton	9
3	Bluffton Parkway	Buckwalter Parkway to Buck Island Road	8500	Bluffton	7
4	Bluffton Parkway	SC 170 to Buckwalter Parkway	13000	Bluffton	7
5	Sheridan Park Circle	US 278 to Persimmon Street	2700	Bluffton	8
6	Pennington Drive	Simmonsville Road to Sheridan Park Circle	1100	Bluffton	8
7	Sherington Drive	Sheridan Park Circle to Sheridan Park Circle	850	Bluffton	8
8	Maritime Center at Chechessee Riv	Parking Lot & Access Re-striping	N/A	Okatie	5
9	Central Drive	Brickyard Point Road N to W River Drive	2500	Lady's Island	2
10	Parkside Drive	Buckwalter Parkway to Bridgewater Drive	1000	Bluffton	7
11	Bluffton Parkway	Intersection with Red Cedar Street	N/A	Bluffton	9
12	County Office at Myrtle Park	Bluffton Parkway to Private Raod	450	Bluffton	9
13	Gardner Drive	Intersection with US 278	100	Hilton Head Island	10
14	Stanley Road	County Shed Road to Pine Grove Road	2500	Burton	1
15	Hummingbird Lane	Old Baileys Road to Oriole Lane	300	Okatie	5
16	Cardinal Lane	Old Baileys Road to Oriole Lane	300	Okatie	5
17	Dolphin Point Road	Islands Causeway to End of Road	7800	Lady's Island	3
18	Marsh Drive	Middle Road to Brickyard Point Road S	5700	Lady's Island	2
19	Fiddler Drive	Middle Road to Brickyard Point Road S	4500	Lady's Island	2
20	Meadowlark Street	Middle Road to Francis Marion Circle	1750	Lady's Island	2
21	Fairfield Road	Sams Point Road to Little Capers Road	3200	Lady's Island	2 & 3

A RESOLUTION

A RESOLUTION AUTHORIZING THE RENAMING OF THE BEAUFORT COUNTY GOVERNMENT CENTER IN MEMORY OF GENERAL ROBERT SMALLS

WHEREAS, from 1925 - 1984 many of the children of Beaufort, South Carolina, attended the Robert Smalls Elementary, Middle and High School, which once stood in the current location of the Beaufort County Government Center; and

WHEREAS, the Robert Smalls Association has requested the renaming of the Beaufort County Government Center in memory of General Robert Smalls; and

WHEREAS, in accordance with County Policy Statement 10, Naming and Renaming Landmarks, a request of December 3, 2013 was submitted to Beaufort County Historic Preservation Review Board to consider renaming the Government Center for General Robert Smalls.

WHEREAS, Beaufort County Historic Preservation Review Board reviewed and unanimously approved the request to name the Government Center for General Robert Smalls.

NOW, THEREFORE, BE IT RESOLVED, Beaufort County Council does hereby authorize the Beaufort County Administrator to replace all existing signs, notices, etc. as may be necessary to effect the name change from the Beaufort County Government Center to "Beaufort County Government Robert Smalls Complex" effective immediately.

Adopted this _____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Joshua A. Gruber
Deputy County Administrator/Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Josh Gruber, Deputy County Administrator

FROM: Robert McFee, Director of Engineering & Infrastructure

SUBJ: **SCDOT Right of Way Request for Jarvis Creek Bridge Replacement on Hilton Head Island**

DATE: October 16, 2014

BACKGROUND. SCDOT is replacing the bridge over Jarvis Creek on Spanish Wells Road (S-7-79). In order to align the new bridge and roadway, SCDOT has submitted a request to acquire properties for right of way on 2 parcels owned jointly by Beaufort County and the Town of Hilton Head. The County and the Town own 50% of each parcel. The parcels/acreage needed and compensation offered are listed below. The parcels are on the east side frontage of Spanish Moss Road and adjacent to Jarvis Creek.

Tracts	Parcel #/Total Acreage	Acreage/SF Requested	Compensation Offer
2	R511-007-000-075A-1.93Acres	0.018 acre/7,857SF	$22,390.00
4	R511-007-000-075F-1.0Acres	0.285 acre/12,416SF	$35,385.00

SCDOT has also requested a construction easement for Tract 42 from Beaufort County for construction slopes beyond the right of way on Spanish Moss Road.

Staff has reviewed the SCDOT request and recommends acceptance of the request from SCDOT to acquire right of way for the property tracts/parcels listed in order to align Spanish Wells Road and the new Jarvis Creek Bridge.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council acceptance of the right of way acquisition request from SCDOT for the County/Town of Hilton Head parcels listed above for the Jarvis Creek Bridge Replacement. Additionally, Public Facilities Committee recommend that Council approve the construction easement at Tract 42 for construction slopes.

JRM/EK/mjh

Attachments: 1) SCDOT Offer Letters
2) Location Map/Plat
3) Construction Easement
4) Appraisals

SCDOT
South Carolina
Department of Transportation

Town of Hilton Head Island and
Beaufort County
Post Office Box 1228
Beaufort, SC 29901

File-7.039102 Road/Route- S-79 (Spanish Wells Road) - Beaufort County
PIN- 39102 RD01 Project- BR07(009) Tract- 2

Dear Landowner:

Reference is made to the above captioned project, under which the South Carolina Department of Transportation proposes to acquire a portion of your property for this improvement as has been discussed with you previously. The Department must pay just compensation for the property which is based on an appraisal made by a qualified real estate appraiser using comparable sales in the area.

The appraisal, which is available to the landowner upon request, has been made, reviewed and approved, and I am now authorized to make you the following offer:

$22,390.00 For fee simple title to 0.18 acre (7,857 SF) of land and all improvements thereon, of any.

Please give this offer your prompt attention and let me know your decision as soon as possible. Retain this information to report your payment according to IRS rules in Publication 544.

If I can be of any further assistance, do not hesitate to contact me.

Sincerely,

Brian Whiting
Right of Way Agent
702 Hodge Road
Summerville, SC 29483

10-7-14
Date Offer Made

SCDOT
South Carolina Department of Transportation

Town of Hilton Head Island and
Beaufort County as Tenancy in Common
1 Town Center Court
Beaufort, SC 29928

File-7.039102 Road/Route- S-79 (Spanish Wells Road) - Beaufort County
PIN- 39102 RD01 Project- BR07(009) Tract- 4

Dear Landowner:

Reference is made to the above captioned project, under which the South Carolina Department of Transportation proposes to acquire a portion of your property for this improvement as has been discussed with you previously. The Department must pay just compensation for the property which is based on an appraisal made by a qualified real estate appraiser using comparable sales in the area.

The appraisal, which is available to the landowner upon request, has been made, reviewed and approved, and I am now authorized to make you the following offer:

$35,385.00 For fee simple title to 0.285 acre (12,416 SF) of land and all improvements thereon, of any.

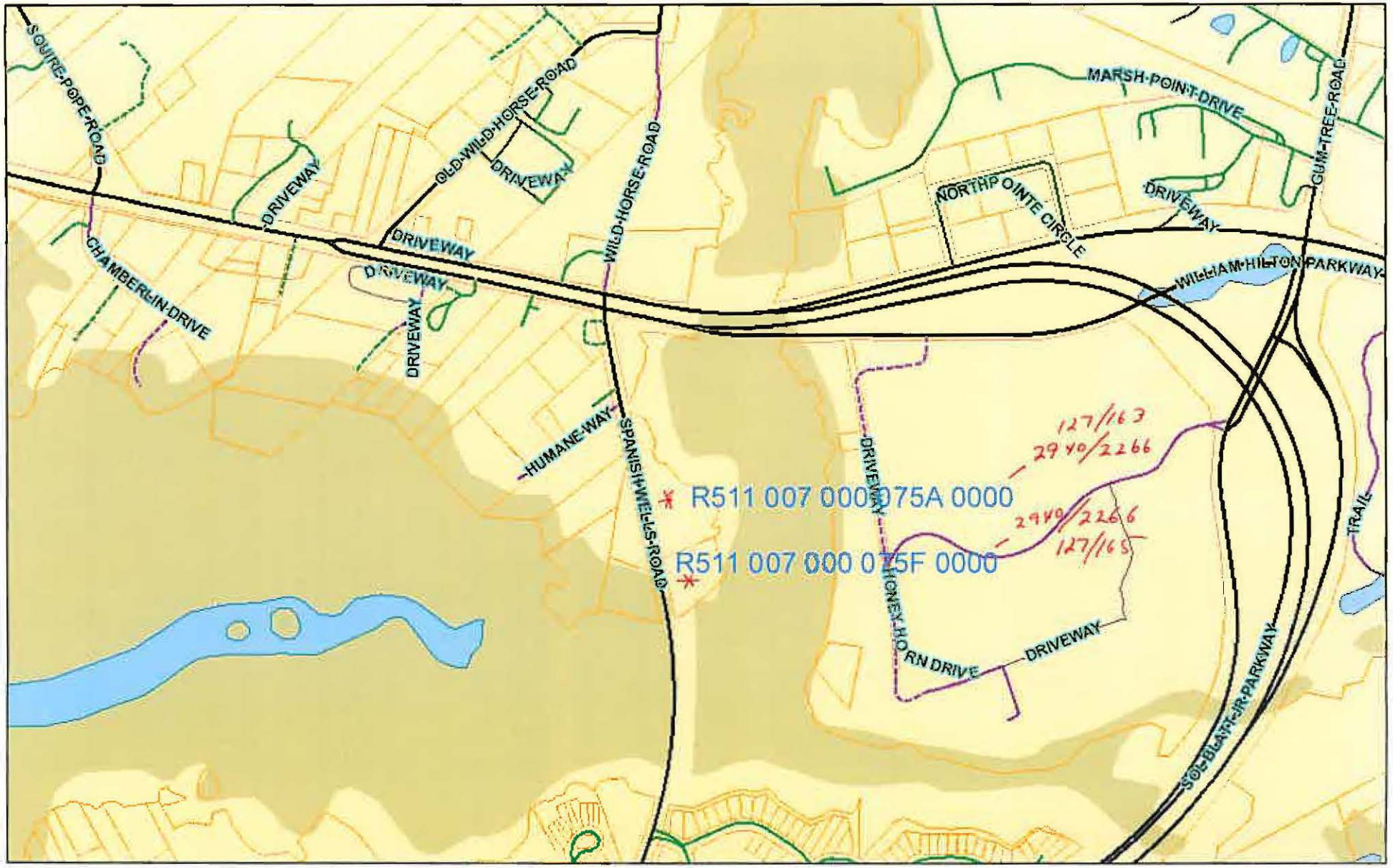
Please give this offer your prompt attention and let me know your decision as soon as possible. Retain this information to report your payment according to IRS rules in Publication 544.

If I can be of any further assistance, do not hesitate to contact me.

Sincerely,

Brian Whiting
Right of Way Agent
702 Hodge Road
Summerville, SC 29483

10-7-14
Date Offer Made



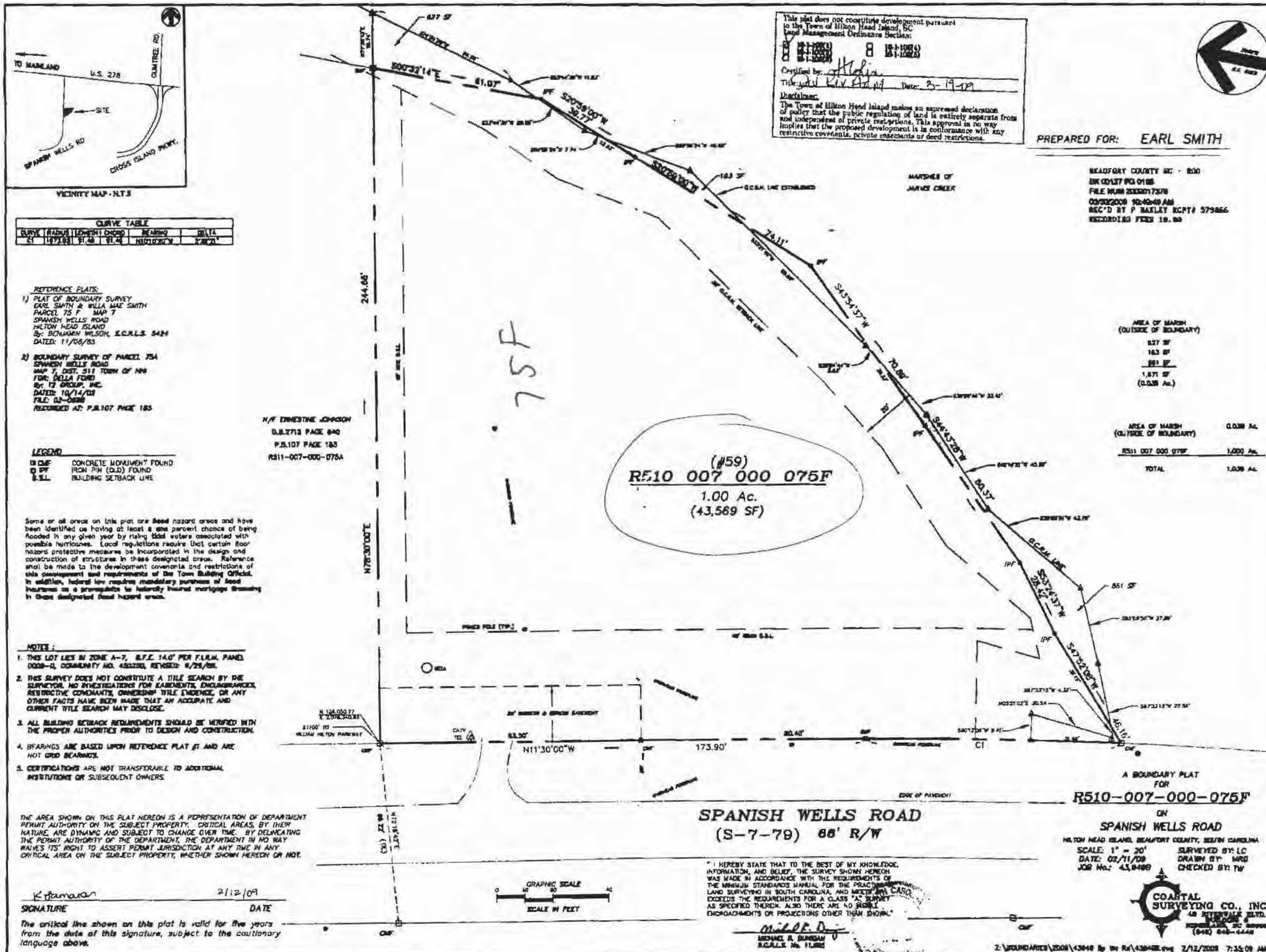
October 16, 2014

1:8,367

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

<all other values>	COUNTY, PAVED	PRIVATE, UNPAVED	TOWN, UNPAVED
STATE, PAVED	COUNTY, UNPAVED	PRIVATE, UNDETERMINED	MILITARY / PAVED
STATE, UNPAVED	PRIVATE, PAVED	TOWN, PAVED	MILITARY / UNPAVED



TO MAINLAND
U.S. 278
GUMTREE RD.
SITE
SPANISH WELLS RD
CROSS ISLAND PKWY.
VICINITY MAP - N.T.S
CURVE TABLE
REFERENCE PLATS:
1) PLAT OF BOUNDARY SURVEY
EARL SMITH & WILLA MAE SMITH
PARCEL 75 F MAP 7
SPANISH WELLS ROAD
HILTON HEAD ISLAND
By: BENJAMIN WILSON, S.C.R.L.S. 5424
DATED: 11/06/85
2) BOUNDARY SURVEY OF PARCEL 75A
SPANISH WELLS ROAD
MAP 7, DIST. 511 TOWN OF HHI
FOR: DELLA FORD
By: T2 GROUP, INC.
DATED: 10/14/03
RECORDED AT: P.B.107 PAGE 185
LEGEND
CMF CONCRETE MONUMENT FOUND
IPF IRON PIN (OLD) FOUND
B.S.L. BUILDING SETBACK LINE
Some or all areas on this plat are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain flood hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development covenants and restrictions of this development and requirements of the Town Building Official. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to federally insured mortgage financing in these designated flood hazard areas.
NOTES:
1. THIS LOT LIES IN ZONE A-7, B.F.E. 14.0' PER F.I.R.M. PANEL 0009-D, COMMUNITY NO. 450250, REVISED: 9/29/86.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. NO INVESTIGATIONS FOR EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS HAVE BEEN MADE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. ALL BUILDING SETBACK REQUIREMENTS SHOULD BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO DESIGN AND CONSTRUCTION.
4. BEARINGS ARE BASED UPON REFERENCE PLAT #1 AND ARE NOT GRID BEARINGS.
5. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
THE AREA SHOWN ON THIS PLAT HEREON IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS' RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.
2/12/09
SIGNATURE
DATE
The critical line shown on this plat is valid for five years from the date of this signature, subject to the cautionary language above.
This plat does not constitute development pursuant to the Town of Hilton Head Island, SC Land Management Ordinance Section:
Certified by:
Title:
Date: 3-19-09
Disclaimer:
The Town of Hilton Head Island makes an expressed declaration of policy that the public regulation of land is entirely separate from and independent of private restrictions. This approval in no way implies that the proposed development is in conformance with any restrictive covenants, private easements or deed restrictions.
PREPARED FOR: EARL SMITH
BEAUFORT COUNTY SC - ROD
RECORDING FEES 10.00
MARSHES OF JARVIS CREEK
S00°32'14"E
61.07'
S20°59'00"W
30.77'
74.11'
S43°54'37"W
70.00'
S44°43'29"W
50.37'
S47°52'08"W
46.16'
244.66'
N78°30'00"E
N11°30'00"W
173.90'
C1
75F
(#59)
R510 007 000 075F
1.00 Ac.
(43,569 SF)
H/F ERNESTINE JOHNSON
P.B.107 PAGE 185
AREA OF MARSH (OUTSIDE OF BOUNDARY)
TOTAL
SPANISH WELLS ROAD
(S-7-79) 66' R/W
EDGE OF PAVEMENT
GRAPHIC SCALE
SCALE IN FEET
"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 "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."
MICHAEL R. DUNIGAN
S.C.P.L.S. No. 11,880
A BOUNDARY PLAT
FOR
R510-007-000-075F
ON
SPANISH WELLS ROAD
HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA
SCALE: 1" = 20'
DATE: 02/11/09
JOB No.: 43,840B
SURVEYED BY: LC
DRAWN BY: MRD
CHECKED BY: TW
COASTAL SURVEYING CO., INC.

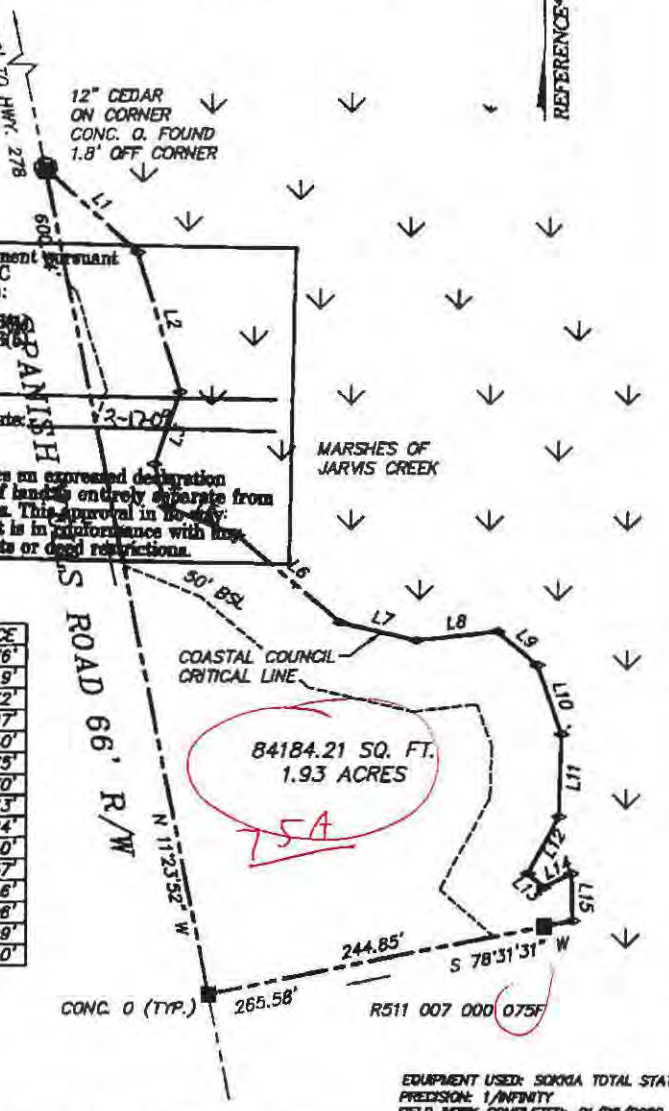
VICINITY MAP NOT TO SCALE

NOTES:
1) AREA WAS DETERMINED BY THE COORDINATE METHOD.
2) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSE ONLY.
3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4) DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
6) THIS PLAT IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PARTY(IES), THE CURRENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO ARISING FROM A TRANSACTION INVOLVING THE CURRENT OWNER(S) WITHIN SIX MONTHS FROM THE DATE HEREOF AND THESE PEOPLE ONLY.

PLAT REFERENCE:
1. PLAT BOOK 107, PAGE 185.

BEAUFORT COUNTY SC - ROD
BK 00127 PGS 0163
DATE: 03/30/2009 10:43:54 AM
INST # 2009017359 RCPT# 579564

FLOOD NOTE:
THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE "A7" PER F.E.M.A. FLOOD INSURANCE RATE MAP, SEE COMMUNITY MAP 450250, PANEL 8 D. A SPECIAL FLOOD HAZARD AREA. BASE FLOOD ELEVATION 14.0' M.S.L. MAP REVISED: SEPT. 29, 1986



This plat does not constitute development pursuant to the Town of Hilton Head Island, SC Land Management Ordinance Section:

- 16-1-106(1)
- 16-1-106(2)
- 16-1-106(3)
- 16-1-106(4)
- 16-1-106(5)

Certified by: [signature]
Title: Dev Rev Adm Date: 3-12-09

Disclaimer:
The Town of Hilton Head Island makes an expressed declaration of policy that the public regulation of land is entirely separate from and independent of private restrictions. This approval in no way implies that the proposed development is in conformance with any restrictive covenants, private easements or deed restrictions.

LINE	BEARING	DISTANCE
L1	S 47°42'41" E	89.76'
L2	S 17°02'17" E	104.19'
L3	S 19°26'38" W	54.32'
L4	S 14°32'54" E	30.87'
L5	S 67°31'21" E	35.40'
L6	S 49°59'37" E	96.75'
L7	S 76°50'44" E	55.70'
L8	N 83°13'46" E	58.33'
L9	S 50°03'36" E	37.24'
L10	S 19°43'45" E	52.40'
L11	S 01°26'20" W	58.57'
L12	S 28°27'11" W	46.16'
L13	S 49°14'17" E	14.96'
L14	N 63°24'53" E	21.99'
L15	S 01°42'18" E	33.60'

100 50 0 100
SCALE: 1" = 100'

EQUIPMENT USED: SOKKIA TOTAL STATION
PRECISION: 1/INFINITY
FIELD WORK COMPLETED: 01/26/2009

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 "A" survey as specified therein; Also there are no visible encroachments or projections other than shown. In my opinion the property shown comprises the boundaries of the subject parcel(s). Survey not valid unless sealed with an original surveyors seal. Witness my original signature, registration number and seal this 29th day of January, 2009.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 20187 MATTHEW D. CLARK

SOUTH CAROLINA A&C PROFESSIONAL SURVEYING, INC. C02635 CERTIFICATE OF AUTHORIZATION

MATTHEW D. CLARK, SC RLS NO. 20187

A&C

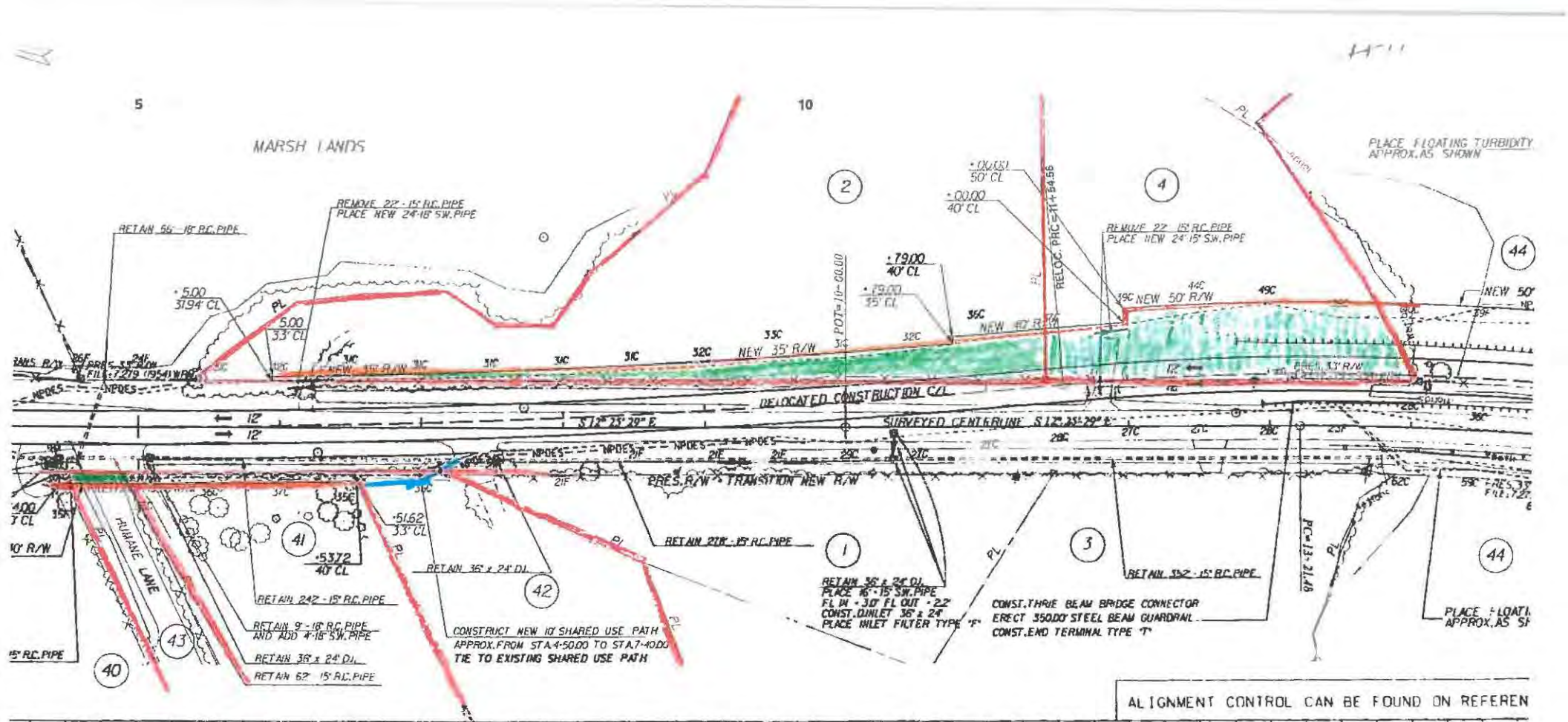
A & C PROFESSIONAL SURVEYING, INC.
www.acsurvey.com
P.O. BOX 531
HARDEEVILLE, SC 29927
OFFICE: (843) 784-3100
FAX: (843) 784-3556

SUBDIVISION: -
LOT No.: -
BLOCK: -
PLAT BOOK: -
DATE: JANUARY 29, 2009
JOB No.: 08008
DRAWN BY: MDC
CHECKED BY: MDC

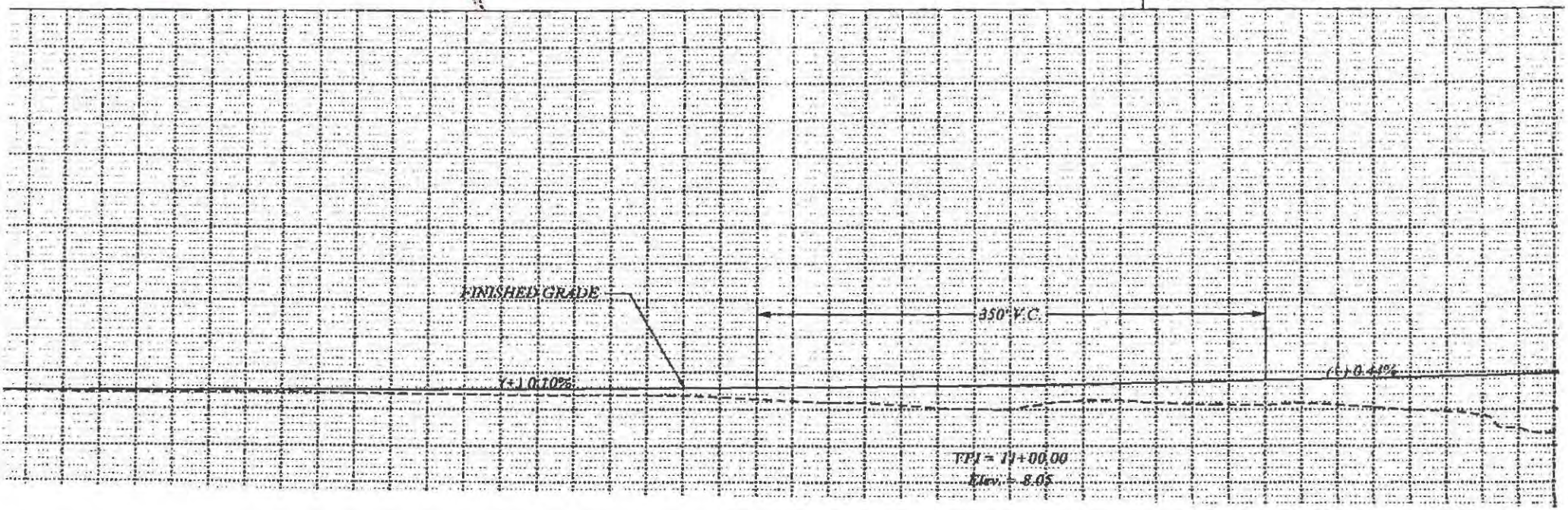
PREPARED FOR: JAY AULD AND BUTCH FLOYD

PLAT OF 1.93 ACRES, KNOWN AS R511 007 000 075A

HILTON HEAD ISLAND BOUNDARY BEAUFORT COUNTY, S.C.



ALIGNMENT CONTROL CAN BE FOUND ON REFEREN



THE STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

PERMISSION FOR:

CONSTRUCTION SLOPES

Road/Route S-79 (Spanish Wells Road)
File 7.039102
Item
Project BR07(009)
PIN 39102
Tract 42

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Town of Hilton Head and Beaufort County, Post Office Box 1228 Beaufort, SC 29906 in consideration of the sum of One Dollar ($1.00), to me (or us) in hand paid, and other valuable consideration at and before the sealing and delivering hereof, do hereby grant to the South Carolina Department of Transportation permission to do the work as outlined below, with the understanding that this work is to be done on property of the grantor outside of the right of way, it being fully understood and agreed that no right of way is being granted to the Department for the purpose of this construction. Further, permission is granted to perform construction beyond the right of way such as grading and other work necessary to adjust the grade of driveways to conform to the proposed roadway improvements as shown on the plans for the construction of this project.

SPECIAL PROVISIONS:

Also herein granted is permission for construction slopes to extend beyond the right of way on the right of S-79 (Spanish Wells Road), between approximate survey stations 6+53.72 and 7+18 with the understanding that no additional property is granted for construction slopes, during this construction. Also it is understood and agreed that trees and/or shrubbery may be destroyed during this construction.

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ By _____

Recorded _____ By _____

Project BR07(009) File 7.039102 Tract 42

TO HAVE AND TO HOLD, all and singular, the said Permission hereinbefore granted, unto the said South Carolina Department of Transportation.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this _____ **day of** _____, in the year of our Lord, Two Thousand and **Fourteen**.

Signed, sealed and delivered in the presence of:

Town of Hilton Head

1st Witness — By: (L.S.)

2nd Witness — Its: (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF _____)
) PROBATE
COUNTY OF _____)

Personally appeared before me the undersigned witness and made oath that she/he saw the within named sign, seal and as their act and deed, deliver the within written instrument; and that she/he with the other witness whose signature appears above witnessed the execution thereof.

_____

SWORN to before me this _____

day of _____, 2014

_____

NOTARY PUBLIC FOR _____

My Commission Expires. _____

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ **By** _____

Recorded _____ **By** _____

Project BR07(009) **File** 7.039102 **Tract** 42

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

SUMMARY APPRAISAL REPORT

(1) Tract Location: East side Spanish Wells Rd., Hilton Head Island, S.C.
Property Owner: Beaufort County & Town of Hilton Head Island
Address: 1 Town Center Court, Hilton Head Island, S.C. 29928

Areal View of Subject Property

PREPARED FOR:
South Carolina Department of Transportation

(2) Prior to inspection the owner was contacted by telephone and invited to be present during inspection of this property. The tract was inspected on August 5, 2014 and I was accompanied by , nobody.
Required by Sec. 102 (c) 1of Uniform Act.
Explain: (Why not accompanied, relation of representative, items discussed, etc.)

I contacted Mr. Rob McFee with Beaufort County and Mr. Scott Liggett with the Town of Hilton Head Island by email prior to the inspection. I also left a telephone message for Mr. McFee. The emails and telephone call were not returned, and I inspected the subject property alone on August 5, 2014. I spoke with Mr. McFee via telephone after the inspection, and he did not feel it was necessary to meet me on-site.

A couple of employees with the Town of Hilton Head Island also telephoned after the inspection, and we discussed the acquisition. It was explained that I would be on the island again August 12, 2014 and to contact me if a representative for the Town of Hilton Head wished to meet on-site. I did not hear back from the Town.

AUG 18 2014

SCDOT
SOUTHERN R/W OFFICE
Right of Way Section

SCDOT

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

PREPARED BY:

(3) Stuart M. Saunders, MAI, CCIM
S.C. State Certified General R/E Appraiser #: CG 1405

Firm Name: Saunders & Associates,

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

APPRAISAL SUMMARY

(4) Property Owner: Beaufort County & Town of Hilton Head Island
Tract Location: East side Spanish Wells Rd., Hilton Head Island, S.C.
Date of Appraisal: 08/14/14 Date of Value: 08/5/14

(5)

DESCRIPTION	BEFORE	AFTER
Present Use:	Undeveloped (Describe if "Other")	Same (Describe if "Other")
Number of Buildings:	0	0
Primary Improvement Size: (Stated in units of comparison)	N/A	N/A
Building Setback (Feet)	N/A	N/A
# of Feet Building is Above (+), at (0), or Below (-) Road Grade:	N/A	N/A
# Parking Spaces:	N/A	N/A
Corner Influence:	No Corner	No Corner
Primary Frontage (Linear Feet):	600' +/- on Spanish Wells Road	Same
Total Frontage(s) (Linear Feet):	600' +/-	Same
Ingress/Egress: Primary Road Secondary Road(s)	Full Access N/A	Full Access N/A
Zoning Conformity:	Legal Conforming	Legal Conforming

(6)

Site Size (SF):	84,071	76,214
Site Size (Ac.):	1.93	1.75
Present or Intended Use of Site:	Preservation (Describe if "Other")	Preservation (Describe if "Other")
Shape:	Irregular	Irregular
Size of Acquisition:	.18 acres, or 7,857 S.F.	

(7)

HIGHEST AND BEST USE		
As Vacant:	Preservation/residential/speculation	Same
As Improved:	N/A	N/A

(8)

Annual Market Rent per SF:	$ N/A	$ N/A

(9)

VALUE INDICATIONS		
Land Value:	$ 239,600	$ 217,210
Sales Comparison Approach:	$ 239,600	$ 217,210
Cost Approach:	$ N/A	$ N/A
Income Approach:	$ N/A	$ N/A
Final Value Indications:	$ 239,600	$ 217,210

(10)

Value of Acquisition:	$ 22,390

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

APPRAISAL DETAILS AND REQUIREMENTS

(11) PROPERTY RIGHTS APPRAISED: Fee Simple

(12) PURPOSE OF THE APPRAISAL: To estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project.

(13) INTENDED USE: To assist the South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition.

Market value is defined as "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.
SOURCE: The Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition

(14) EXPOSURE TIME: 12 months

(15) FIVE-YEAR SALE HISTORY:

Date	Sale Price	Deed Reference
03/02/10 S; 03/16/10 R	$1,267,005.20	2940/2266
03/27/09 S; 03/30/09 R	$639,000	2826/327
03/02/09 S; 03/30/09	$300,000	2826/319
05/06/04 S; 07/21/05 R	$10.00	2191/2182
Comments: The most recent transfer of the subject property included several parcels.		

(16) CURRENT LISTING: N/A PENDING CONTRACT: N/A

(17) ASSESSMENT AND TAXES:

Tax Parcel ID #: R511-007-000-075A

Tax Year: 2013

Land Value: $ 183,900 Improvement Value: $ 0 Total Assessed Value: $ 11,034

Real Estate Taxes: $ 9.48

(18) CURRENT ZONING ANALYSIS:

District: SMU, Stoney Mixed Use District Current Conformity: Legal Conforming

MININUM REQUIREMENTS:

Front Setback: 40 feet

Rear Setback: 50 foot BSL according to plat

Side Setback: Varies

Building Height: Varies

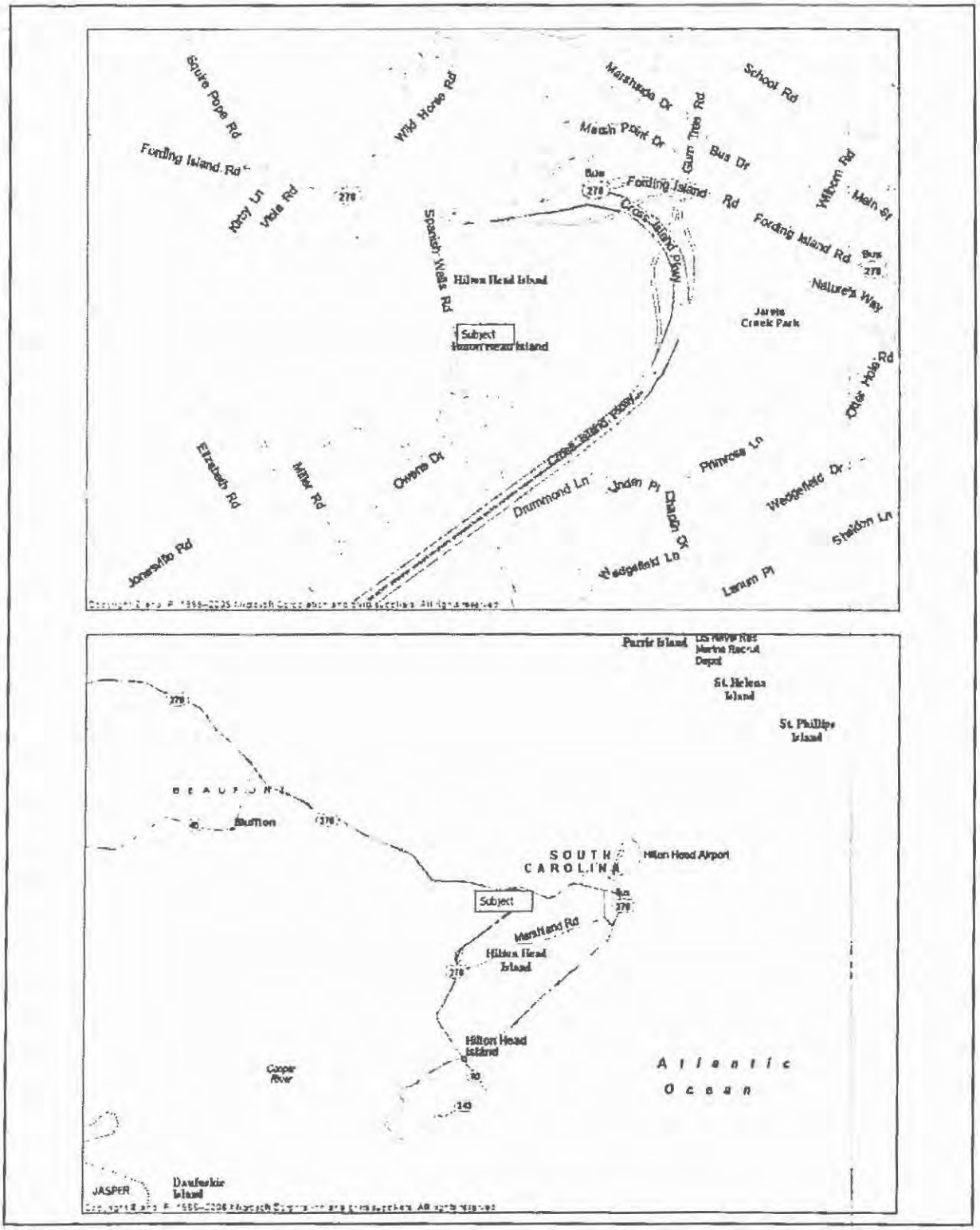
Parking Spaces: Varies

Road Frontage: N/A

Maximum Building Size: N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

SUBJECT LOCATION MAP



File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

SUBJECT PHOTOGRAPHS (1-3)

Address/Location: Spanish **Wells Road, Hilton Head Island, South Carolina**

Photos Taken By: **Stuart M. Saunders, MAI, CCIM** **Date of Photos:** August **5, 2014**

1. Front, southeasterly view of subject from across Spanish Wells Road.

2. Southerly view of subject's frontage along Spanish Wells Road.

3. Northerly view of subject's frontage along Spanish Wells Road.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

SUBJECT PHOTOGRAPHS (4-6)

Address/Location: Spanish **Wells** Road, **Hilton Head Island, South Carolina**

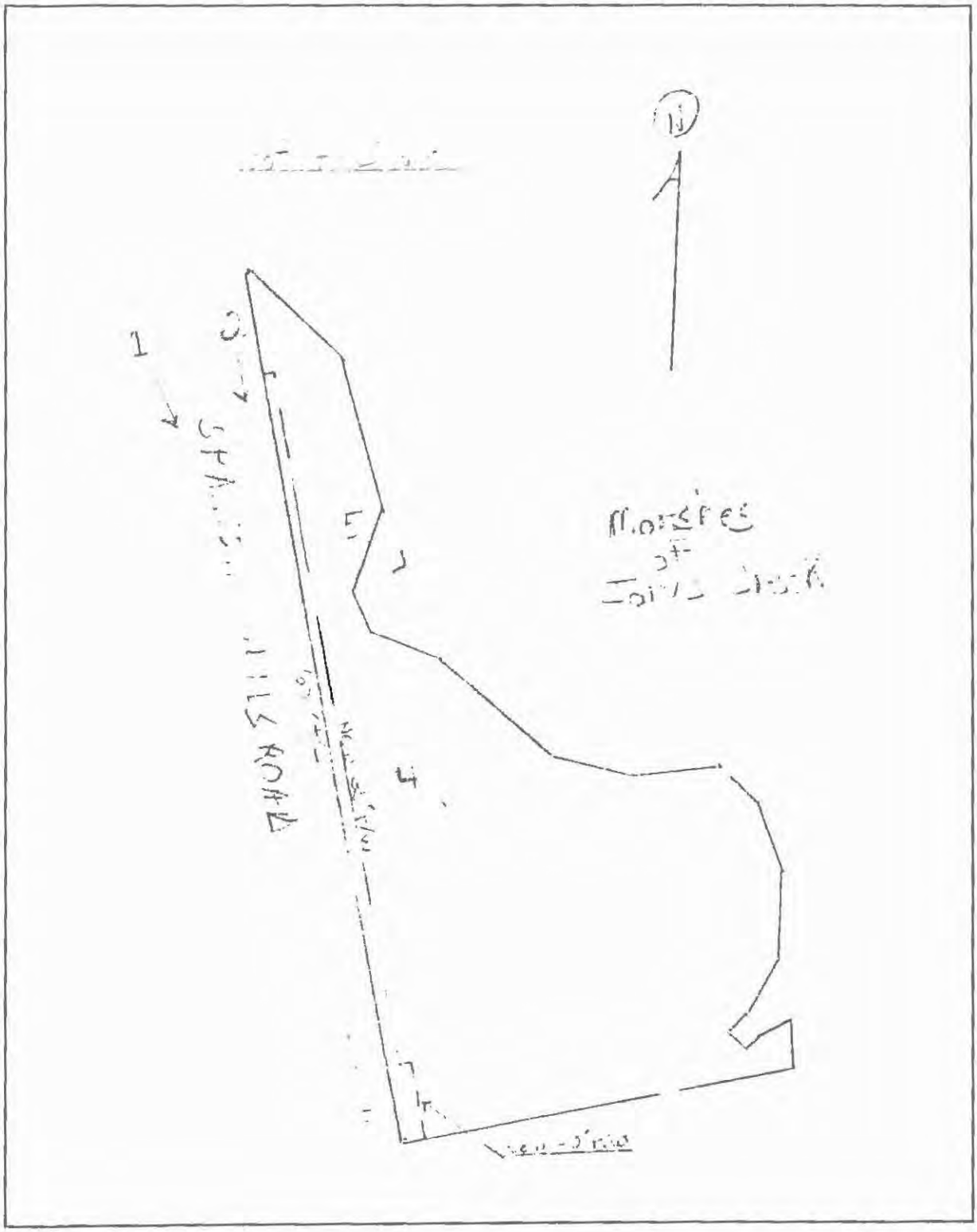
Photos Taken By: **Stuart M. Saunders, MAI, CCIM** **Date of Photos:** August 5, 2014

4. Interior view of subject.

5. Marshes of Jarvis Creek from rear of site.

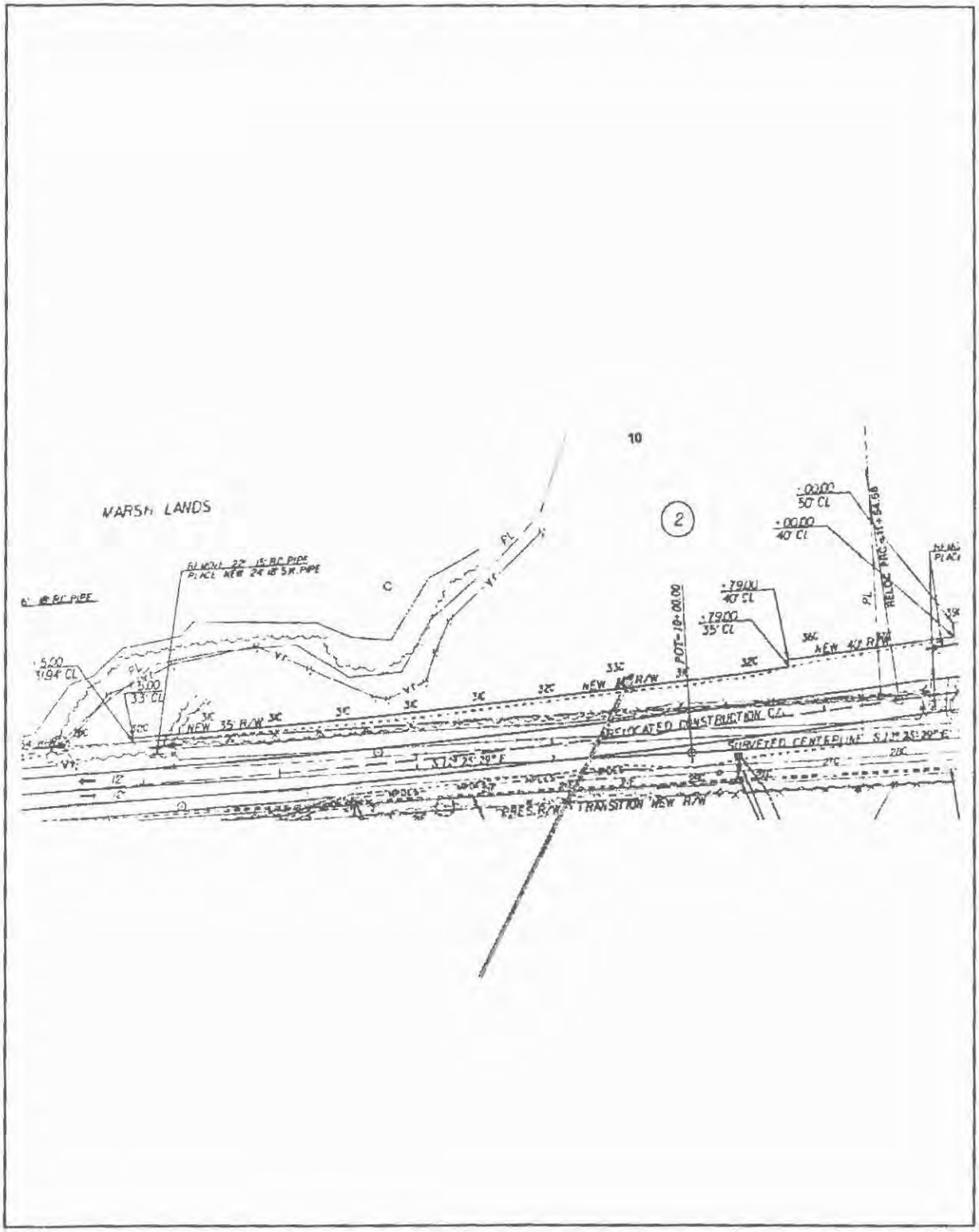
File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

SUBJECT SKETCH



File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

SUBJECT PLAN SHEET



PARAGRAPH 19. SCOPE OF WORK:

The subject is an undeveloped property located with frontage on Spanish Wells Road and the marshes of Jarvis Creek. It is located within the town limits of Hilton Head Island, Beaufort County, South Carolina.

.18 acres, or 7,857 square feet, is being acquired across the front of the subject along Spanish Wells Road for the replacement of Jarvis Creek Bridge.

This appraisal arrives at an opinion as to the fair market value of the acquisition. The appraisal involves an inspection of the subject, a thorough research of market data including comparable unit sales, and prevailing asking prices and terms for similar properties. Trends in the market are analyzed that would impact the value of the property and a determination is made as to the Highest and Best Use of the property both before and after the acquisition. The appropriate valuation techniques based on market data and analysis in concert with the Highest and Best Use conclusion are applied.

The Sales Comparison Approach is used to arrive at an opinion of market value for the subject land before and after the acquisition. The Cost Approach is not performed because the subject is undeveloped. The Income Approach is not performed because it does not appear that the property is subject to a ground lease and the fee simple value is appraised.

The steps taken in completion of this assignment are outlined as follow:

Property Identification/History: The subject property is identified through the Beaufort County public records as well as the plans for the project and other information provided by the Right of Way Agent.

Property Inspection: Stuart M. Saunders, MAI, CCIM conducted an on-site inspection of the subject property on August 5, 2014. The only purpose in visiting the property is to identify the characteristics and factors that impact the property's value on the date of the visit for a Right of Way Acquisition, and should not be considered, understood or relied upon to achieve any other objective or purpose. Aerial photographs were also utilized in the inspection of the property.

Property Description: A description of the subject property has been based upon the on-site inspection, public records and plans for the project.

Zoning and Restrictions: The subject's zoning has been obtained from the Town of Hilton Head Island. The subject deed was also reviewed for the presence of private restrictions.

Cost Approach: The Cost Approach is not applicable to this assignment.

Sales Comparison Approach: Sales of comparable properties were used to perform this approach to value. The appraiser conducted an on-site physical inspection of the sales when possible. The transfers were verified via public records and with the appraiser, broker, grantor, grantee or knowledgeable third party when possible.

Income Capitalization Approach: This approach to value is not applicable to the assignment.

Reconciliation: The indications of value before and after the acquisition are used to arrive at an opinion as to the difference in the market value of the subject caused by the acquisition of the right of way for the proposed construction of this project.

This narrative appraisal report is presented in a summary format. The report is completed in conformance with the Uniform Standards of Professional Appraisal Practice and with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute.

The conclusions have been reported in a SCDOT Standard format Appraisal Report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). Plans were furnished to show the acquisition area for right of way and are assumed to be correct.

Adequate data was available to complete the analysis. The before value is subject to the extraordinary assumption that the new right of way acquisition does not exist and will not exist. The after value is subject to hypothetical condition recognizing the value of the subject as if new right of way acquisition has already existed.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

PARAGRAPH 20-A. DESCRIPTION OF REALTY (BEFORE):

SITE DESCRIPTION

Present Use	Undeveloped
Site Size	1.93 acres or 84,071 square feet. It is recommended that a qualified surveyor inspect the subject for existing property lines and easements that are unable to be detected by the appraiser(s).
Curb and Gutters	None
Sidewalk	None
# of Lanes	There are two (2) travel lanes along Spanish Wells Road in front of the subject.
Traffic Level	The traffic flow in front of the subject appears to be light to moderate.
Traffic Control	None
Shape	Subject has an irregular shape.
Ingress/Egress	Subject has full access from Spanish Wells Road.
Access to the Improvements	N/A
Frontage	The subject has approximately 600 feet of road frontage. It also has frontage along the marshes of Jarvis Creek.
Grade at Road Level	At Grade
Visibility/Exposure	Good

Topography	The subject is generally level and mostly wooded.
Drainage	Adequate
Flood Plain:	
Map Number	4502500008D
Date	September 29, 1986
Zone	A, high flood risk
Landscaping	None
Utilities	
Water	Present
Sewer	Present
Electricity	Present
Natural Gas	N/A
Telephone	Present

Zoning	
Designation	SMU, Stoney Mixed Use District
Uses Allowed	This district is designed to encourage cooperation between property owners in developing their properties, provide connectivity between properties, and create more pedestrian oriented uses than traditional

	commercial development. A mix of residential, commercial, office, and some resort accommodations are permitted.
Easements/ Encroachments	Based upon my inspection and examination of the subject site, as well as my review of plats and deeds of the property, I did not detect adverse easements other than normal utility easements and rights of way. These are not believed to have a detrimental impact on property value. **It should be noted that I am not qualified to detect easements and encroachments and legal counsel should be retained if there are any indications of title defects.**
Environmental	I am unawareof potential environmental hazards on the property. Environmental aspects of the subject property are beyond my expertise. If necessary, I recommend a professional in environmental expertise be retained.
Comments	A 50 foot building setback line common with marshes of Jarvis Creek runs across the rear of the property.
Personal Property, FF&E, etc. (Included in the estimate of value)	N/A
Relocation Items (Not included in the estimate of value)	N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

PARAGRAPH 20-B. DESCRIPTION OF REALTY (BEFORE):

IMPROVEMENT DESCRIPTION

Business Name (if applicable)	N/A
Improvement Size (Stated in Units of Comparison)	N/A
Year Built	
Estimated Effective Age	N/A
Estimated Economic Life	N/A
Type/Quality of Construction	N/A
Additions/Renovations	N/A
Foundation	N/A
Exterior Walls/Windows	N/A
Roof	N/A
Special **Features**	N/A
Exterior Condition	Overall exterior condition is N/A.

Interior Walls/Ceilings	N/A
HVAC	N/A
Flooring **Covering**	N/A
Lighting	N/A
Plumbing	N/A
Interior Condition	Overall interior condition is N/A.

Site Improvements	N/A
Parking	N/A
Utility	The property appears to have N/A utility and amenities for the existing utilization.
Comments	N/A
Personal Property, FF&E, etc. (Included in the estimate of value)	N/A
Relocation Items (Not included in the estimate of value)	N/A

PARAGRAPH 21. HIGHEST AND BEST USE (BEFORE):

Highest and Best Use is defined in The Appraisal of Real Estate – 13th Edition as, "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value."

AS VACANT:

Physically Possible:

The subject site has an irregular shape and contains 1.93 acres, or 84,071 square feet. It has approximately 600 feet of frontage along Spanish Wells Road as well as good frontage along the marshes of Jarvis Creek. It is generally level and wooded with good visibility and full access from the road. All necessary public and private utilities are available for development of the site.

Legally Permissible:

The subject is zoned SMU, or Stoney Mixed Use District, by the Town of Hilton Head Island. This district permits a variety of uses.

Financially Feasible/Maximally Productive:

Residential, preservation and speculation are all financially feasible and maximally productive for the subject parcel.

Therefore, based on the preceding discussion my opinion of the highest and best use of the property, as vacant and available for development, is for residential, preservation and speculative utilization.

AS IMPROVED:

Physically Possible:
N/A

Legally Permissible:
N/A

Financially Feasible/Maximally Productive:

N/A
Therefore, based on the preceding discussion my opinion of the highest and best use of the subject property, as improved, is for N/A

PARAGRAPH 22. VALUATION BEFORE THE ACQUISITION:

Land value is derived separately using the sales comparison approach and a minimum of three comparable sales. The South Carolina Department of Transportation requires that the Sales Comparison Approach be demonstrated for all improved properties unless unusual circumstances preclude its development or the improvements are determined to be unaffected by the acquisition. The Cost Approach shall be considered when the impacted improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. The SCDOT requires application of the Income Approach on all investment and income-producing properties where existing improvements might be impacted by the project.

PARAGRAPH 22-A. SALES COMPARISON APPROACH TO VALUE (BEFORE)

The Sales Comparison Approach uses four (4) comparable land sales to appraise the subject land. The sales are charted and mapped along with comparable sales sheets in the Sales Brochure.

An adjustment grid is provided within the following pages, and the sales are given adjustments for location, size, shape and marsh/view. The sales price per square foot of effective land area is the chosen unit of comparison. The sales are discussed below.

Land Sale 7 is 15,682 square foot residential lot located in Palmetto Hall. It transferred for $86,150, or $5.49 per square foot, on January 21, 2014. The rear of this lot is adjacent to a lagoon, which in turn is adjacent to the golf course. A downward adjustment of 15% is given to Sale 7 because its location at the end of cul-de-sac within a private community is considered superior to the subject property. It is also given a downward adjustment of 15% for size since smaller sized properties typically sell for more on a per unit basis than larger properties, all other elements of comparison being equal. Land Sale 7 brackets the upper end of the range with an adjusted price per square foot of $3.84.

Land Sale 10 is a residential lot with 25,281 square feet that sold on March 13, 2014 for $78,000, or $3.09 square foot. The rear of the lot is adjacent with Dillon Road while the southwest and southeast property lines are adjacent to a golf course and cart path. Land Sale 10 is not given an adjustment for location because the rear of the lot backs to Dillon Road and the front is adjacent to a golf cart path. It is given downward adjustments of 15% for superior size and shape, in comparison to the subject. Land Sale 10 establishes the lower end of the range with an adjusted price of $2.62 per square foot, after an upward adjustment of 15% is given for lack of marsh view.

Land Sale 11 with 21,780 square feet is located along the marshes of Jarvis Creek at the end of Kirby Lane. It transferred on July 14, 2014 for $70,000, or $3.21 per square foot. An upward adjustment of 15% is applied for the inferior location of this parcel at the end of dirt lane. Land Sale 11 reflects an adjusted price of $2.73 per square foot after downward adjustments of 15% are given for smaller size and superior shape, in comparison to the subject.

Land Sale 12 is located at 152 Dillon Road and has 57,935 square feet of highlands. It transferred on June 3, 2014 for $165,000, or $2.85 per square foot. This property compares well to the subject and is not given any adjustments.

SALES COMPARISON APPROACH (BEFORE) CONCLUSION:

The adjusted prices range from $2.62 to $3.84 per square foot. Sale 12 compares the best to the subject and is weighted the most in arriving at an opinion of value toward the middle of the range.

The indicated market value of the subject is shown as follows:

84,071 S.F.	X	$ 2.85 per square foot	=	$ 239,602
	X	$ per unit	=	$
Rounded to:	**$ 239,600**			

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TRACT 2

Comparable Sale	7	10	11	12
Sale Date	Jan-14	Mar-14	Jul-14	Jun-14
Size (SF)	15,682	25,281	21,780	57,935
Price / SF	$5.49	$3.09	$3.21	$2.85
Adjustments				
Property Rights	0%	0%	0%	0%
Sub-Total	$5.49	$3.09	$3.21	$2.85
Financing Terms	0%	0%	0%	0%
Sub-Total	$5.49	$3.09	$3.21	$2.85
Conditions of Sale	0%	0%	0%	0%
Sub Total	$5.49	$3.09	$3.21	$2.85
Market Conditions	0.00%	0.00%	0.00%	0.00%
Sub-Total	$5.49	$3.09	$3.21	$2.85
Location / Exposure	-15%	0%	15%	0%
Frontage / Access	0%	0%	0%	0%
Size	-15%	-15%	-15%	0%
Shape	0%	-15%	-15%	0%
Topography	0%	0%	0%	0%
Utilities	0%	0%	0%	0%
Marsh/View	0%	15%	0%	0%
Easements	0%	0%	0%	0%
Sub-Total Adjustments	-30%	-15%	-15%	0%
Adjusted Price	$3.84	$2.62	$2.73	$2.85

PARAGRAPH 22-B. COST APPROACH TO VALUE (BEFORE):

N/A

PARAGRAPH 22-C INCOME CAPITALIZATION APPROACH TO VALUE (BEFORE)

N/A

PARAGRAPH 23. RESOLUTION OF BEFORE VALUE AND VALUE ESTIMATE:

Sales Comparison Approach - There were several recent sales of comparable properties, and this approach provides a reliable indication of value for the subject property of $239,600.

Cost Approach - N/A

Income Approach - N/A

Therefore, based on the information contained in this report, the market value of the subject property as of the date of this report is estimated to be $239,600.

PARAGRAPH 24. DESCRIPTION OF THE ACQUISITION:

Land

There is .18 acres, 7,857 square feet, of permanent right of way being purchased along most of the subject's frontage with Spanish Wells Road. The area of acquisition has an irregular shape, is generally level and mostly wooded. It has a length of approximately 600 feet and depth of 3 feet to 37 feet.

Improvements

The acquisition is undeveloped.

PARAGRAPH 25. DESCRIPTION OF THE REMAINDER:

The Department of Transportation is relocating Spanish Wells Road in front of the subject in order to accommodate the new bridge being constructed over Jarvis Creek. Spanish Wells Road will still have two (2) lanes, and except for its reduction in size to 76,214 square feet, the subject is essentially unaffected by the acquisition. The subject will still be generally at road grade with full access and good visibility from the road.

In my opinion, there are no damages or benefits to the remainder.

PARAGRAPH 26. HIGHEST AND BEST USE (AFTER):

AS VACANT:

The highest and best use of the site is the same as in the before situation.

Therefore, based on that preceding discussion, my opinion of the highest and best use of the subject property, as vacant and available for development, after the proposed road construction is for residential, preservation, or speculative purposes.

AS IMPROVED:

N/A

PARAGRAPH 27. VALUE AFTER THE ACQUISITION:

"After" values and conclusions are based upon plans provided by the SCDOT and the completion of the proposed road construction.

Consideration has been given to relevant aspects of the property affected by the acquisition for analysis and comparison to the subject's "before" condition and the comparable data.

PARAGRAPH 27-A. SALES COMPARISON APPROACH TO VALUE (AFTER):

EXPLANATION OF ADJUSTMENTS:

The price per square foot value of the remainder is the same as before the acquisition.

VALUATION (AFTER) CONCLUSION:

The value of the subject in the after situation is shown as follows:

76,214 S.F.	X	$ 2.85 per S.F.	=	$ 217,210
	X	$ per unit	=	$
Rounded to:		**$ 217,210**		

PARAGRAPH 27-B. COST APPROACH TO VALUE (AFTER):

N/A

PARAGRAPH 27-C. INCOME CAPITALIZATION APPROACH TO VALUE (AFTER)

N/A

PARAGRAPH 28. RESOLUTION OF AFTER VALUE AND VALUE ESTIMATE:

Sales Comparison Approach - The appraised value of the subject after the acqusition is well supported at $217,210.

Cost Approach - N/A

Income Approach - N/A

The Sales Comparison Approach would be relied upon by a potential purchaser. There was an ample supply of comparable sales, and the indication of value by this approach is well supported.

Therefore, based on the information contained in this report, the market value of the subject property after the acquisition is estimated to be $217,210.

PARAGRAPH 29. UNECONOMIC REMAINDER:

UNECONOMIC REMNANT – A parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner.
NOTE: An uneconomic remnant may have substantial "market" value and still have little or no value or utility to the owner. *(Appraisal Guide; Federal Highway Administration).*

The subject has good utility to the owner and is not considered to be an uneconomic remainder.

N/A

Remainder Size	X	$ per unit	X	Residual Value %	=	$
Rounded to:				$		

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DISTRIBUTION OF VALUES

(30)	Value Components:	Before (Paragraph 22)	After (Paragraph 27)	Difference
	Land Value:	$239,600	$217,210	$22,390
	Building Value:	$0	$0	$0
	Site Improvements:	$0	$0	$0
	TOTAL:	$239,600	$217,210	$22,390

(31)	Value Components of the Acquisition:				
	Right of Way Acquired: 7,857 sf of permanent right of way				
	Land	7,857.00	acres/sf @:	$2.85	$22,392
	Value of Buildings within the Acquisition Area:				$0
	Value of Site Improvements within the Acquisition Area:				$0
	Total for the Acquisition:				$22,390
	plus Damages (if any to the remainder)				$0
	less Benefits (if any to the remainder)				$0
	Total for the Acquisition (Right of way, plus damages, less benefits):				**$22,390**

(32)	Final Statement of Value:		
	a)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property before the acquisition is:	**$239,600**
	b)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property after the acquisition is:	**$217,210**
	c)	The difference between the indicated value of the property before the acquisition, and the indicated value of the remainder, after the acquisition is:	**$22,390**

(33) Based on this report, the fair market rental for this property is: **N/A** per month.

(Indicate monthly rental if building improvement is located within the new right of way or it the current occupant will be displaced as a result of the acquisition.

The appraisal is made as of: 5-Aug-14

Date of Appraisal 14-Aug-14

Stuart M. Saunders

Stuart M. Saunders, MAI, CCIM

S.C. Certified General Real Estate Appraiser

CG 1405

_____

S.C. Real Estate Appraiser

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions - This appraisal has been completed and the appraisal report prepared with the following **general assumptions**:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. The titles to the property are assumed to be good and marketable unless otherwise stated. Any plats, maps, or photographs in this appraisal are used merely to help the reader visualize the property and its surroundings and are not certified to be accurate.
2. Any liens or encumbrances (except for any lease encumbrance that might be referred to in the appraisal) which may exist have been disregarded, and the property has been appraised as though no delinquency in the payment of general taxes or special assessment exists and as though free of indebtedness.
3. It is assumed that the utilization of the land and improvements are within the boundaries of the lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey of the subject property was made or caused to be made by us, and no responsibility is assumed for the occurrence of such matters.
4. A visual inspection of the subject site was made and all engineering is assumed to be correct. The plot plan and illustrative materials in this report are included only to assist the reader in visualizing the property and to show the reader the relationship of its boundaries. The appraiser is not a construction engineer and is not responsible for structural or cosmetic inadequacies associated with any of the improvements unless otherwise noted in the report.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The soil for the area under appraisal appears to be firm and solid, unless otherwise stated. Subsidence in the area is unknown or uncommon, and the appraiser(s) does not warrant against this condition or occurrence.
6. Subsurface rights (minerals and oil) were not considered in this appraisal unless otherwise stated. In addition, no potential timber value was considered.

General Assumptions Continued

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous materials or gases, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property, which would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. This appraisal assumes water and sewer services will always be provided for the subject.
11. Responsible ownership and competent property management are assumed.
12. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider

General Assumptions Continued

non-compliance with the requirements of ADA in estimating the value of the property.

13. There is currently a good deal of discussion regarding the potential hazards of Electro-Magnetic Fields and the possible health risk of being located near high voltage transmission lines. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not there are potentially hazardous effects from EMF's. It is possible that a compliance survey of the property together with a detailed analysis could reveal that there is EMF levels, which are above a safe level. If so, this fact could have a negative impact on the value of the subject property. Since I (we) have no direct evidence relating to this issue, I (we) did no consider EMF levels in estimating the value for the property.

General Limiting Conditions – This appraisal has been completed and the appraisal report has been prepared with the following **general limiting conditions**.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division or interests has been set forth in this report.
2. Neither possession of this appraisal or copy thereof carries with it the right to publication, nor may it be used for any purpose by anyone but the applicant without previous consent of the appraiser(s).
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all no part of the contents of this report (especially as to value, the identity of the appraiser, or the firm with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

General Limiting Conditions Continued

5. Information, estimates, and opinions contained in this report are obtained from sources considered reliable, however the appraiser assumes no liability for such sources.
6. The information supplied to the appraiser is considered to be accurate. The information supplied by the client has been accepted without further verification as correctly reflecting the property's current condition unless otherwise noted.
7. The various estimates of value presented in this report apply to this appraisal only and may not be used out of the context presented herein. This appraisal is valid only for the appraisal date or dates specified herein and only for the appraisal purpose specified herein.
8. **The intended user and only user of this report is the South Carolina Department of Transportation for the intended use to assist them in an eminent domain acquisition.**
9. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*
10. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice of The Appraisal Institute.
11. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

CERTIFICATE OF APPRAISER

I Hereby certify:

That I have personally inspected the property herein and that I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making the appraisal were as represented in the comparable data brochure which supplements this appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and information upon which the opinions expressed therein are based is correct: subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with acquisition of right of way for a highway to be constructed by the State of South Carolina with the assistance of Federal-aid highway funds, or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State and Federal laws regulations, policies and procedures applicable to that appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of South Carolina.

That neither my employment nor my compensation for preparing this appraisal report is in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the South Carolina Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by the State officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the owner or his designated representative was given the opportunity to accompany me during my inspection of the property.

That I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

That any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is being acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration with in the reasonable control of the owner, has been disregarded in determining the compensation for the property.

That my opinion of the fair market value of the acquisition as of August 5, 2014 is **$22,390** based upon my independent appraisal and the exercise of my professional judgment.

As of the date of this report, I have completed the requirements for continuing education as set forth by the Uniform Standards of Professional Appraisal Practice and The Appraisal Institute.

Stuart M Saunders

Date: August 14, 2014

Stuart **M. Saunders**, MAI, CCIM
Inspecting Appraiser
State Certified General Real Estate Appraiser
#CG 1405

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUMMARY APPRAISAL REPORT

(1) Tract Location: East side of Spanish Wells Rd., Hilton Head Island, S.C.
Property Owner: Beaufort County & Town of Hilton Head Island
Address: 1 Town Center Court, Hilton Head Island, S.C. 29928

Areal View of Subject Property

PREPARED FOR:
South Carolina Department of Transportation

(2) **Prior to inspection the owner was contacted by telephone and invited to be present during inspection of this property. The tract was inspected on August 5, 2014 and I was accompanied by nobody.**
Required by Sec. 102 (c) 1of Uniform Act.
Explain: (Why not accompanied, relation of representative, items discussed, etc.)

I contacted Mr. Rob McFee with Beaufort County and Mr. Scott Liggett with the Town of Hilton Head Island by email prior to the inspection. I also left a telephone message for Mr. McFee. The emails and telephone call were not returned, and I inspected the subject property alone on August 5, 2014. I spoke with Mr. McFee via telephone after the inspection, and he did not feel it was necessary to meet me on-site.

A couple of employees with the Town of Hilton Head Island also telephoned after the inspection, and we discussed the acquisition. It was explained that I would be on the island again August 12, 2014 and to contact me if a representative for the Town of Hilton Head wished to meet on-site. I did not hear back from the Town.

AUG 18 2014

SCDOT
SOUTHERN R/W OFFICE

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

PREPARED BY:

(3) Stuart M. Saunders, MAI, CCIM
S.C. State Certified General R/E Appraiser #: CG 1405

Firm Name: Saunders & Associates,

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

APPRAISAL SUMMARY

(4) **Property Owner:** Beaufort County & Town of Hilton Head Island
Tract Location: East side Spanish Wells Rd., Hilton Head Island, S.C.
Date of Appraisal: 08/14/14 **Date of Value:** 08/5/14

(5)

DESCRIPTION	BEFORE	AFTER
Present Use:	Undeveloped (Describe if "Other")	Same (Describe if "Other")
Number of Buildings:	0	0
Primary Improvement Size: (Stated in units of comparison)	N/A	N/A
Building Setback (Feet)	N/A	N/A
# of Feet Building is Above (+), at (0), or Below (-) Road Grade:	N/A	N/A
# Parking Spaces:	N/A	N/A
Corner Influence:	No Corner	No Corner
Primary Frontage (Linear Feet):	265' +/- on Spanish Wells Road	Same
Total Frontage(s) (Linear Feet):	265' +/-	Same
Ingress/Egress: Primary Road Secondary Road(s)	Full Access N/A	Full Access N/A
Zoning Conformity:	Legal Conforming	Legal Conforming

(6)

Site Size (SF):	60,984	48,568
Site Size (Ac.):	1.40	1.115
Present or Intended Use of Site:	Preservation (Describe if "Other")	Preservation (Describe if "Other")
Shape:	Irregular	Irregular
Size of Acquisition:	.285 acres, or 12,416 S.F.	

(7)

HIGHEST AND BEST USE		
As Vacant:	Preservation/residential/speculation	Same
As Improved:	N/A	N/A

(8)

Annual Market Rent per SF:	$ N/A	$ N/A

(9)

VALUE INDICATIONS		
Land Value:	$ 173,805	$ 138,420
Sales Comparison Approach:	$ 173,805	$ 138,420
Cost Approach:	$ N/A	$ N/A
Income Approach:	$ N/A	$ N/A
Final Value Indications:	$ 173,805	$ 138,420

(10)

Value of Acquisition:	$ 35,385

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APPRAISAL DETAILS AND REQUIREMENTS

(11) PROPERTY RIGHTS APPRAISED: Fee Simple

(12) PURPOSE OF THE APPRAISAL: To estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project.

(13) INTENDED USE: To assist the South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition.

Market value is defined as "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.
SOURCE: The Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition

(14) EXPOSURE TIME: 12 months

(15) FIVE-YEAR SALE HISTORY:

Date	Sale Price	Deed Reference
03/02/10 S; 03/16/10 R	$1,267,005.20	2940/2266
03/26/09 S; 03/30/09 R	$790,000	2826/357
	$	
	$	
Comments: The most recent transfer of the subject includes several parcels and is 1/2 interest.		

(16) CURRENT LISTING: N/A PENDING CONTRACT: N/A

(17) ASSESSMENT AND TAXES:

Tax Parcel ID #: R511-007-000-075F

Tax Year: 2013

Land Value: $ 127,600 Improvement Value: $ 0 Total Assessed Value: $ 7,656

Real Estate Taxes: $ 47.39

(18) CURRENT ZONING ANALYSIS:

District: SMU, Stoney Mixed Use District Current Conformity: Legal Conforming

MININUM REQUIREMENTS:

Front Setback: 40 feet

Rear Setback: 20 foot BSL according to plat

Side Setback: Varies

Building Height: Varies

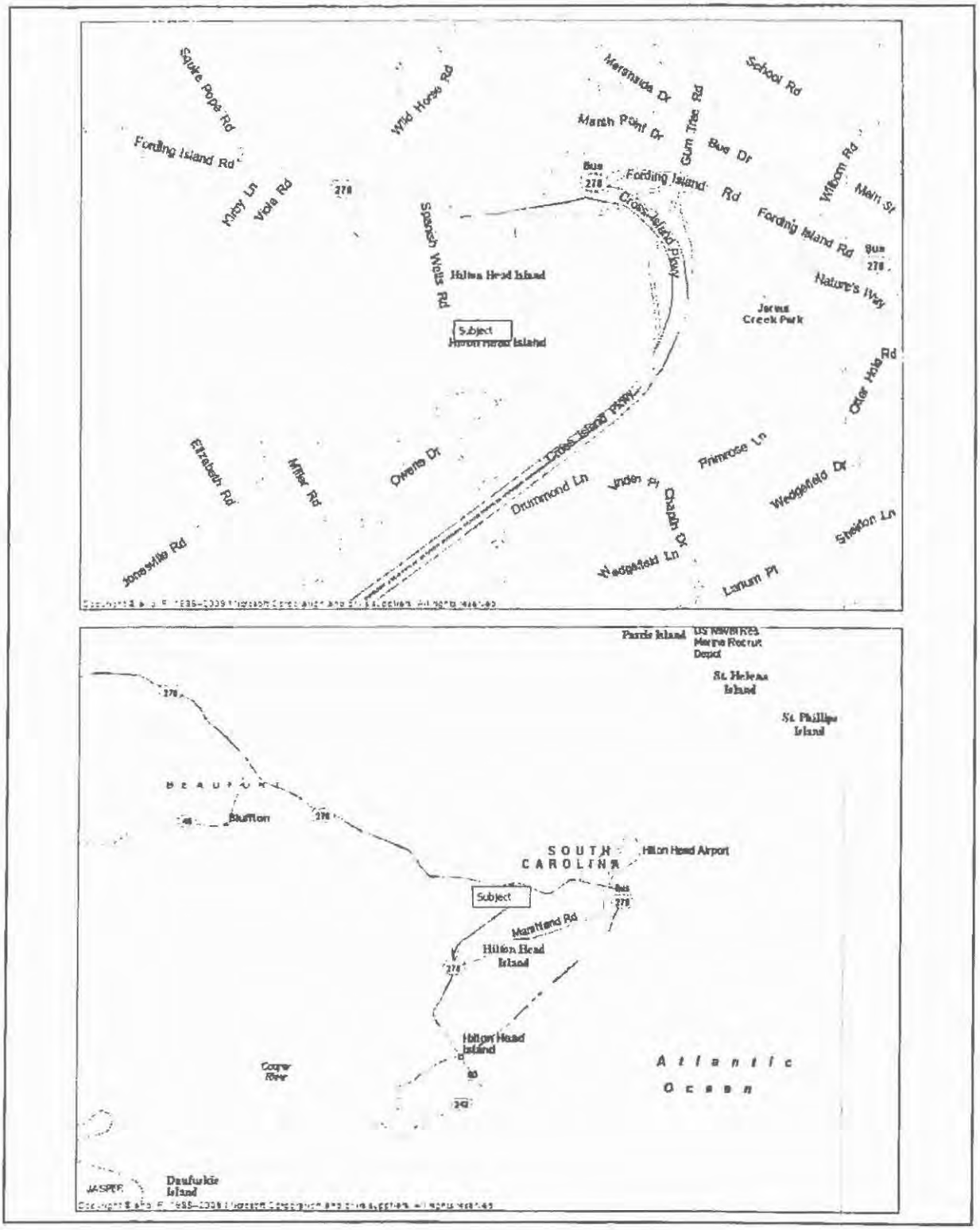
Parking Spaces: Varies

Road Frontage: N/A

Maximum Building Size: N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUBJECT LOCATION MAP



File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUBJECT PHOTOGRAPHS (1-3)

Address/Location: Spanish Wells Road, Hilton Head Island, South Carolina

Photos Taken By: Stuart M. Saunders, MAI, CCIM **Date of Photos:** August 5, 2014

1. Front view of subject property from across Spanish Wells Road.

2. Southerly view of subject's frontage along Spanish Wells Road.

3. Northerly view of subject's frontage along Spanish Wells Road.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUBJECT PHOTOGRAPHS (4-5)

Address/Location: Spanish Wells Road, Hilton Head Island, South Carolina

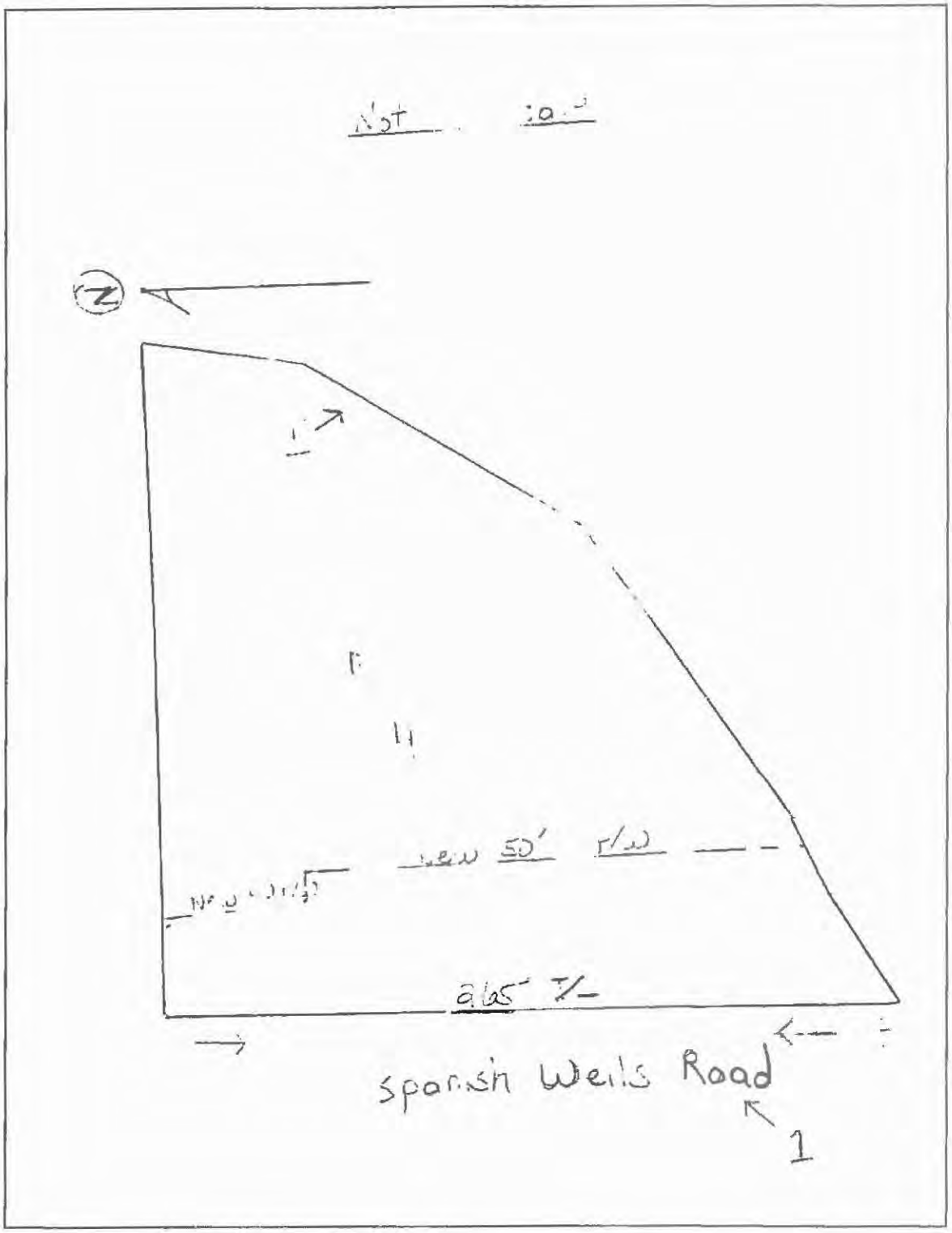
Photos Taken By: Stuart M. Saunders, MAI, CCIM **Date of Photos:** August 5, 2014

4. Interior view of subject.

5. Marshes of Jarvis Creek at rear of site.

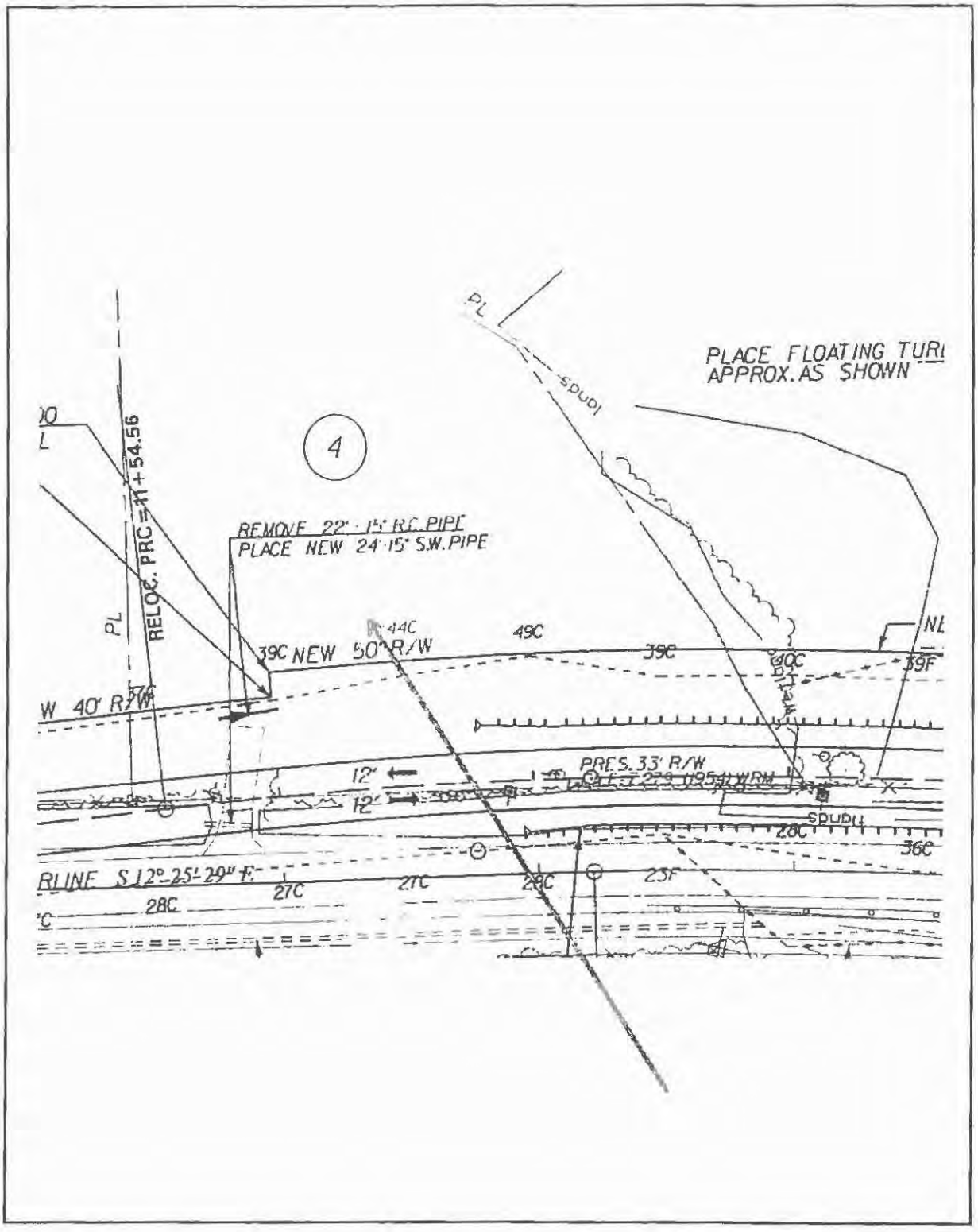
File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUBJECT PLAT\SKETCH



File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUBJECT PLAN SHEET



PARAGRAPH 19. SCOPE OF WORK:

The subject is an undeveloped property located with frontage on Spanish Wells Road and the marshes of Jarvis Creek. It is located within the town limits of Hilton Head Island, Beaufort County, South Carolina.

.285 acres, or 12,416 square feet, is being acquired across the front of the subject along Spanish Wells Road for the replacement of Jarvis Creek Bridge.

This appraisal arrives at an opinion as to the fair market value of the acquisition. The appraisal involves an inspection of the subject, a thorough research of market data including comparable unit sales, and prevailing asking prices and terms for similar properties. Trends in the market are analyzed that would impact the value of the property and a determination is made as to the Highest and Best Use of the property both before and after the acquisition. The appropriate valuation techniques based on market data and analysis in concert with the Highest and Best Use conclusion are applied.

The Sales Comparison Approach is used to arrive at an opinion of market value for the subject land before and after the acquisition. The Cost Approach is not performed because the subject is undeveloped. The Income Approach is not performed because it does not appear that the property is subject to a ground lease and the fee simple value is appraised.

The steps taken in completion of this assignment are outlined as follow:

Property Identification/History: The subject property is identified through the Beaufort County public records as well as the plans for the project and other information provided by the Right of Way Agent.

Property Inspection: Stuart M. Saunders, MAI, CCIM conducted an on-site inspection of the subject property on August 5, 2014. The only purpose in visiting the property is to identify the characteristics and factors that impact the property's value on the date of the visit for a Right of Way Acquisition, and should not be considered, understood or relied upon to achieve any other objective or purpose. Aerial photographs were also utilized in the inspection of the property.

Property Description: A description of the subject property has been based upon the on-site inspection, public records and plans for the project.

Zoning and Restrictions: The subject's zoning has been obtained from the Town of Hilton Head Island. The subject deed was also reviewed for the presence of private restrictions.

Cost Approach: The Cost Approach is not applicable to this assignment.

Sales Comparison Approach: Sales of comparable properties were used to perform this approach to value. The appraiser conducted an on-site physical inspection of the sales when possible. The transfers were verified via public records and with the appraiser, broker, grantor, grantee or knowledgeable third party when possible.

Income Capitalization Approach: This approach to value is not applicable to the assignment.

Reconciliation: The indications of value before and after the acquisition are used to arrive at an opinion as to the difference in the market value of the subject caused by the acquisition of the right of way for the proposed construction of this project.

This narrative appraisal report is presented in a summary format. The report is completed in conformance with the Uniform Standards of Professional Appraisal Practice and with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute.

The conclusions have been reported in a SCDOT Standard format Appraisal Report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). Plans were furnished to show the acquisition area for right of way and are assumed to be correct.

Adequate data was available to complete the analysis. The before value is subject to the extraordinary assumption that the new right of way acquisition does not exist and will not exist. The after value is subject to hypothetical condition recognizing the value of the subject as if new right of way acquisition has already existed.

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PARAGRAPH 20-A. DESCRIPTION OF REALTY (BEFORE):

SITE DESCRIPTION

Present Use	Undeveloped
Site Size	1.40 acres or 60,984 square feet. **The recorded plat indicates the subject has 1 acre; however, I have relied upon the project plans and ROW agent worksheet since it does not have a negative effect upon the value of the property.** It is recommended that a qualified surveyor inspect the subject for existing property lines and easements that are unable to be detected by the appraiser(s).
Curb and Gutters	None
Sidewalk	None
# of Lanes	There are two (2) travel lanes along Spanish Wells Road in front of the subject.
Traffic Level	The traffic flow in front of the subject appears to be light to moderate.
Traffic Control	None
Shape	Subject has an irregular shape.
Ingress/Egress	Subject has full access from Spanish Wells Road.
Access to the Improvements	N/A
Frontage	The subject has approximately 300 feet of road frontage. It also has frontage along the marshes of Jarvis Creek.
Grade at Road Level	Slightly below
Visibility/Exposure	Good

Topography	The subject is generally level and mostly wooded.
Drainage	Adequate
Flood Plain:	
Map Number	4502500008D
Date	September 29, 1986
Zone	A, high flood risk
Landscaping	None
Utilities	
Water	Present
Sewer	Present
Electricity	Present
Natural Gas	N/A
Telephone	Present

Zoning	
Designation	SMU, Stoney Mixed Use District

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Uses Allowed	This district is designed to encourage cooperation between property owners in developing their properties, provide connectivity between properties, and create more pedestrian oriented uses than traditional commercial development. A mix of residential, commercial, office, and some resort accommodations are permitted.
Easements/ Encroachments	Based upon my inspection and examination of the subject site, as well as my review of plats and deeds of the property, I did not detect adverse easements other than normal utility easements and rights of way. These are not believed to have a detrimental impact on property value. **It should be noted that I am not qualified to detect easements and encroachments and legal counsel should be retained if there are any indications of title defects.**
Environmental	I am unawareof potential environmental hazards on the property. Environmental aspects of the subject property are beyond my expertise. If necessary, I recommend a professional in environmental expertise be retained.
Comments	The plat shows BSL's of 10 feet, 20 feet and 40 feet.
Personal Property, FF&E, etc. (Included in the estimate of value)	N/A
Relocation Items (Not included in the estimate of value)	N/A

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PARAGRAPH 20-B. DESCRIPTION OF REALTY (BEFORE):

IMPROVEMENT DESCRIPTION

Business Name (if applicable)	N/A
Improvement Size (Stated in Units of Comparison)	N/A
Year Built	
Estimated Effective Age	N/A
Estimated Economic Life	N/A
Type/Quality of Construction	N/A
Additions/Renovations	N/A
Foundation	N/A
Exterior Walls/Windows	N/A
Roof	N/A
Special Features	N/A
Exterior Condition	Overall exterior condition is N/A.

Interior Walls/Ceilings	N/A
HVAC	N/A
Flooring Covering	N/A
Lighting	N/A
Plumbing	N/A
Interior Condition	Overall interior condition is N/A.

Site Improvements	N/A
Parking	N/A
Utility	The property appears to have N/A utility and amenities for the existing utilization.
Comments	N/A
Personal Property, FF&E, etc. (Included in the estimate of value)	N/A
Relocation Items (Not included in the estimate of value)	N/A

PARAGRAPH 21. HIGHEST AND BEST USE (BEFORE):

Highest and Best Use is defined in The Appraisal of Real Estate – 13th Edition as, "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value."

AS VACANT:

Physically Possible:

The subject site has an irregular shape and contains 1.40 acres, or 60,984 square feet. It has approximately 300 feet of frontage along Spanish Wells Road as well as good frontage along the marshes of Jarvis Creek. It is generally level and wooded with good visibility and full access from the road. All necessary public and private utilities are available for development of the site.

Legally Permissible:

The subject is zoned SMU, or Stoney Mixed Use District, by the Town of Hilton Head Island. This district permits a variety of uses.

Financially Feasible/Maximally Productive:

Residential, preservation and speculation are all financially feasible and maximally productive for the subject parcel.

Therefore, based on the preceding discussion my opinion of the highest and best use of the property, as vacant and available for development, is for residential, preservation and speculative utilization.

AS IMPROVED:

Physically Possible:
N/A

Legally Permissible:
N/A

Financially Feasible/Maximally Productive:

N/A
Therefore, based on the preceding discussion my opinion of the highest and best use of the subject property, as improved, is for N/A

PARAGRAPH 22. VALUATION BEFORE THE ACQUISITION:

Land value is derived separately using the sales comparison approach and a minimum of three comparable sales. The South Carolina Department of Transportation requires that the Sales Comparison Approach be demonstrated for all improved properties unless unusual circumstances preclude its development or the improvements are determined to be unaffected by the acquisition. The Cost Approach shall be considered when the impacted improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. The SCDOT requires application of the Income Approach on all investment and income-producing properties where existing improvements might be impacted by the project.

PARAGRAPH 22-A. SALES COMPARISON APPROACH TO VALUE (BEFORE)

The Sales Comparison Approach uses four (4) comparable land sales to appraise the subject land. The sales are charted and mapped along with comparable sales sheets in the Sales Brochure.

An adjustment grid is provided within the following pages, and the sales are given adjustments for location, size, shape and marsh/view. The sales price per square foot of effective land area is the chosen unit of comparison. The sales are discussed below.

Land Sale 7 is 15,682 square foot residential lot located in Palmetto Hall. It transferred for $86,150, or $5.49 per square foot, on January 21, 2014. The rear of this lot is adjacent to a lagoon, which in turn is adjacent to the golf course. A downward adjustment of 15% is given to Sale 7 because its location at the end of cul-de-sac within a private community is considered superior to the subject property. It is also given a downward adjustment of 15% for size since smaller sized properties typically sell for more on a per unit basis than larger properties, all other elements of comparison being equal. Land Sale 7 brackets the upper end of the range with an adjusted price per square foot of $3.84.

Land Sale 10 is a residential lot with 25,281 square feet that sold on March 13, 2014 for $78,000, or $3.09 square foot. The rear of the lot is adjacent with Dillon Road while the southwest and southeast property lines are adjacent to a golf course and cart path. Land Sale 10 is not given an adjustment for location because the rear of the lot backs to Dillon Road and the front is adjacent to a golf cart path. It is given downward adjustments of 15% for superior size and shape, in comparison to the subject. Land Sale 10 establishes the lower end of the range with an adjusted price of $2.62 per square foot, after an upward adjustment of 15% is given for lack of marsh view.

Land Sale 11 with 21,780 square feet is located along the marshes of Jarvis Creek at the end of Kirby Lane. It transferred on July 14, 2014 for $70,000, or $3.21 per square foot. An upward adjustment of 15% is applied for the inferior location of this parcel at the end of dirt lane. Land Sale 11 reflects an adjusted price of $2.73 per square foot after downward adjustments of 15% are given for smaller size and superior shape, in comparison to the subject.

Land Sale 12 is located at 152 Dillon Road and has 57,935 square feet of highlands. It transferred on June 3, 2014 for $165,000, or $2.85 per square foot. This property compares well to the subject and is not given any adjustments.

SALES COMPARISON APPROACH (BEFORE) CONCLUSION:

The adjusted prices range from $2.62 to $3.84 per square foot. Sale 12 compares the best to the subject and is weighted the most in arriving at an opinion of value toward the middle of the range.

The indicated market value of the subject is shown as follows:

60,984 S.F.	X	$ 2.85 per square foot	=	$ 173,804
	X	$ per unit	=	$
Rounded to:		**$ 173,805**		

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TRACT 4				
Comparable Sale	7	10	11	12
Sale Date	Jan-14	Mar-14	Jul-14	Jun-14
Size (SF)	15,682	25,281	21,780	57,935
Price / SF	$5.49	$3.09	$3.21	$2.85
Adjustments				
Property Rights	0%	0%	0%	0%
Sub-Total	$5.49	$3.09	$3.21	$2.85
Financing Terms	0%	0%	0%	0%
Sub-Total	$5.49	$3.09	$3.21	$2.85
Conditions of Sale	0%	0%	0%	0%
Sub-Total	$5.49	$3.09	$3.21	$2.85
Market Conditions	0.00%	0.00%	0.00%	0.00%
Sub-Total	$5.49	$3.09	$3.21	$2.85
Location / Exposure	-15%	0%	15%	0%
Frontage / Access	0%	0%	0%	0%
Size	-15%	-15%	-15%	0%
Shape	0%	-15%	-15%	0%
Topography	0%	0%	0%	0%
Utilities	0%	0%	0%	0%
Marsh/View	0%	15%	0%	0%
Easements	0%	0%	0%	0%
Sub-Total Adjustments	-30%	-15%	-15%	0%
Adjusted Price	$3.84	$2.62	$2.73	$2.85

PARAGRAPH 22-B. COST APPROACH TO VALUE (BEFORE):

N/A

PARAGRAPH 22-C INCOME CAPITALIZATION APPROACH TO VALUE (BEFORE)

N/A

PARAGRAPH 23. RESOLUTION OF BEFORE VALUE AND VALUE ESTIMATE:

Sales Comparison Approach - There were several recent sales of comparable properties, and this approach provides a reliable indication of value for the subject property of $173,805.

Cost Approach - N/A

Income Approach - N/A

Therefore, based on the information contained in this report, the market value of the subject property as of the date of this report is estimated to be $173,805.

PARAGRAPH 24. DESCRIPTION OF THE ACQUISITION:

Land

There is .285 acres, 12,416 square feet, of permanent right of way being purchased along the subject's frontage with Spanish Wells Road. The area of acquisition has an irregular shape, is generally level and partially wooded. It has a depth of 35 feet to 53 feet.

Improvements

The acquisition is undeveloped.

PARAGRAPH 25. DESCRIPTION OF THE REMAINDER:

The Department of Transportation is relocating Spanish Wells Road in front of the subject in order to accommodate the new bridge being constructed over Jarvis Creek. Spanish Wells Road will still have two (2) lanes, and except for its reduction in size to 48,568 square feet, the subject is essentially unaffected by the acquisition. The subject will still have the general road grade with full access and good visibility from the road.

A portion of the subject's frontage along Spanish Wells will have a guardrail; however, it is my opinion that there are no damages or benefits to the remainder.

PARAGRAPH 26. HIGHEST AND BEST USE (AFTER):

AS VACANT:

The highest and best use of the site is the same as in the before situation.

Therefore, based on that preceding discussion, my opinion of the highest and best use of the subject property, as vacant and available for development, after the proposed road construction is for residential, preservation, or speculative purposes.

AS IMPROVED:

N/A

PARAGRAPH 27. VALUE AFTER THE ACQUISITION:

"After" values and conclusions are based upon plans provided by the SCDOT and the completion of the proposed road construction.

Consideration has been given to relevant aspects of the property affected by the acquisition for analysis and comparison to the subject's "before" condition and the comparable data.

PARAGRAPH 27-A. SALES COMPARISON APPROACH TO VALUE (AFTER):

EXPLANATION OF ADJUSTMENTS:

The price per square foot value of the remainder is the same as before the acquisition.

VALUATION (AFTER) CONCLUSION:

The value of the subject in the after situation is shown as follows:

48,568 S.F.	X	$ 2.85 per S.F.	=	$ 138,419
	X	$ per unit	=	$
Rounded to:	**$ 138,420**			

PARAGRAPH 27-B. COST APPROACH TO VALUE (AFTER):

N/A

PARAGRAPH 27-C. INCOME CAPITALIZATION APPROACH TO VALUE (AFTER)

N/A

PARAGRAPH 28. RESOLUTION OF AFTER VALUE AND VALUE ESTIMATE:

Sales Comparison Approach - The appraised value of the subject after the acqusition is well supported at $138,420.

Cost Approach - N/A

Income Approach - N/A

The Sales Comparison Approach would be relied upon by a potential purchaser. There was an ample supply of comparable sales, and the indication of value by this approach is well supported.

Therefore, based on the information contained in this report, the market value of the subject property after the acquisition is estimated to be $138,420.

PARAGRAPH 29. UNECONOMIC REMAINDER:

UNECONOMIC REMNANT – A parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner.
NOTE: An uneconomic remnant may have substantial "market" value and still have little or no value or utility to the owner. *(Appraisal Guide; Federal Highway Administration).*

The subject has good utility to the owner and is not considered to be an uneconomic remainder.

N/A

Remainder Size	X	$	per unit	X	Residual Value %	=	$
Rounded to:				$			

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DISTRIBUTION OF VALUES

(30)	Value Components:	Before (Paragraph 22)	After (Paragraph 27)	Difference
	Land Value:	$173,805	$138,420	$35,385
	Building Value:	$0	$0	$0
	Site Improvements:	$0	$0	$0
	TOTAL:	$173,805	$138,420	$35,385

(31)	Value Components of the Acquisition:				
	Right of Way Acquired: 12,416 sf of permanent right of way				
	Land:	12,416.00	acres/sf @	$2.85	$35,386
	Value of Buildings within the Acquisition Area:				$0
	Value of Site Improvements within the Acquisition Area:				$0
	Total for the Acquisition:				$35,385
	plus Damages (if any to the remainder)				$0
	less Benefits (if any to the remainder)				$0
	Total for the Acquisition (Right of way, plus damages, less benefits):				**$35,385**

(32)	Final Statement of Value:		
	a)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property before the acquisition is:	**$173,805**
	b)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property after the acquisition is:	**$138,420**
	c)	The difference between the indicated value of the property before the acquisition, and the indicated value of the remainder, after the acquisition is:	**$35,385**

(33)

Based on this report, the fair market rental for this property is: **N/A** per month.

(Indicate monthly rental if building improvement is located within the new right of way or if the current occupant will be displaced as a result of the acquisition.

The appraisal is made as of: 5-Aug-14

Date of Appraisal 14-Aug-14

Stuart M Saunders

Stuart M. Saunders, MAI, CCIM

S.C. Certified General Real Estate Appraiser

CG 1405

_____

S.C. Real Estate Appraiser

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions - This appraisal has been completed and the appraisal report prepared with the following **general assumptions**:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. The titles to the property are assumed to be good and marketable unless otherwise stated. Any plats, maps, or photographs in this appraisal are used merely to help the reader visualize the property and its surroundings and are not certified to be accurate.
2. Any liens or encumbrances (except for any lease encumbrance that might be referred to in the appraisal) which may exist have been disregarded, and the property has been appraised as though no delinquency in the payment of general taxes or special assessment exists and as though free of indebtedness.
3. It is assumed that the utilization of the land and improvements are within the boundaries of the lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey of the subject property was made or caused to be made by us, and no responsibility is assumed for the occurrence of such matters.
4. A visual inspection of the subject site was made and all engineering is assumed to be correct. The plot plan and illustrative materials in this report are included only to assist the reader in visualizing the property and to show the reader the relationship of its boundaries. The appraiser is not a construction engineer and is not responsible for structural or cosmetic inadequacies associated with any of the improvements unless otherwise noted in the report.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The soil for the area under appraisal appears to be firm and solid, unless otherwise stated. Subsidence in the area is unknown or uncommon, and the appraiser(s) does not warrant against this condition or occurrence.
6. Subsurface rights (minerals and oil) were not considered in this appraisal unless otherwise stated. In addition, no potential timber value was considered.

General Assumptions Continued

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous materials or gases, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property, which would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. This appraisal assumes water and sewer services will always be provided for the subject.
11. Responsible ownership and competent property management are assumed.
12. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider

General Assumptions Continued

non-compliance with the requirements of ADA in estimating the value of the property.

13. There is currently a good deal of discussion regarding the potential hazards of Electro-Magnetic Fields and the possible health risk of being located near high voltage transmission lines. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not there are potentially hazardous effects from EMF's. It is possible that a compliance survey of the property together with a detailed analysis could reveal that there is EMF levels, which are above a safe level. If so, this fact could have a negative impact on the value of the subject property. Since I (we) have no direct evidence relating to this issue, I (we) did no consider EMF levels in estimating the value for the property.

General Limiting Conditions – This appraisal has been completed and the appraisal report has been prepared with the following **general limiting conditions**.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division or interests has been set forth in this report.
2. Neither possession of this appraisal or copy thereof carries with it the right to publication, nor may it be used for any purpose by anyone but the applicant without previous consent of the appraiser(s).
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all no part of the contents of this report (especially as to value, the identity of the appraiser, or the firm with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

General Limiting Conditions Continued

5. Information, estimates, and opinions contained in this report are obtained from sources considered reliable, however the appraiser assumes no liability for such sources.
6. The information supplied to the appraiser is considered to be accurate. The information supplied by the client has been accepted without further verification as correctly reflecting the property's current condition unless otherwise noted.
7. The various estimates of value presented in this report apply to this appraisal only and may not be used out of the context presented herein. This appraisal is valid only for the appraisal date or dates specified herein and only for the appraisal purpose specified herein.
8. **The intended user and only user of this report is the South Carolina Department of Transportation for the intended use to assist them in an eminent domain acquisition.**
9. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
10. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice of The Appraisal Institute.
11. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

CERTIFICATE OF APPRAISER

I Hereby certify:

That I have personally inspected the property herein and that I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making the appraisal were as represented in the comparable data brochure which supplements this appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and information upon which the opinions expressed therein are based is correct: subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with acquisition of right of way for a highway to be constructed by the State of South Carolina with the assistance of Federal-aid highway funds, or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State and Federal laws regulations, policies and procedures applicable to that appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of South Carolina.

That neither my employment nor my compensation for preparing this appraisal report is in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the South Carolina Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by the State officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the owner or his designated representative was given the opportunity to accompany me during my inspection of the property.

That I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

That any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is being acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration with in the reasonable control of the owner, has been disregarded in determining the compensation for the property

That my opinion of the fair market value of the acquisition as of August 5, 2014 is **$35,385** based upon my independent appraisal and the exercise of my professional judgment.

As of the date of this report, I have completed the requirements for continuing education as set forth by the Uniform Standards of Professional Appraisal Practice and The Appraisal Institute.

Date: **August 14, 2014**

Stuart M. Saunders

Stuart M. Saunders, **MAI, CCIM**
Inspecting Appraiser
State Certified General Real Estate Appraiser
#CG 1405

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Josh Gruber, County Deputy Administrator
Alicia Holland, Chief Financial Officer

FROM: Robert McFee, Director of Engineering & Infrastructure

SUBJ: **SCDOT Oversight Services**

DATE: October 6, 2014

BACKGROUND. In March 2008, Beaufort County executed an Intergovernmental Agreement (IGA) with SCDOT for the County's 2006 Sales Tax Projects. It states in the IGA that SCDOT shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. The IGA also states that SCDOT shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities.

Beaufort County has received the following invoice for QA activities on SC 170 Widening Project, Boundary Street Streetscape/TIGER Grant Project, and the Bluffton Parkway Phase 5A Segment 2 - US 278 Flyover Bridges construction.

Invoice #	QA Period	Bluffton Pkwy Services Total	SC 170 Services Total	Boundary St Services Total	Total
417147	3rd Qtr FY 2014	$ 96,464.82	$ 14,913.96	$ 75.42	$111,454.20

Funding for the SCDOT Quality Assurance Services is from each project's 1% Sales Tax Road Improvement Program Accounts.

Acct 33401-54500 (Bluffton Pkwy Ph 5) with an available project fund balance of $3,164,471.
Acct#·33403-54500 (SC 170) with an available project fund balance of $183,963.
Acct #47030011-54503 (Boundary Street) with an available project fund balance of $17,954,740.

FOR ACTION. Public Facilities Committee Meeting on October 20, 2014.

RECOMMENDATION: That the Public Facilities Committee approve and recommend to County Council payment of the SCDOT 3rd Quarter FY 2014 Invoice totaling $111,454.20 for oversight services on County Sales Tax Projects.

JRM/mjh

Attachments: 1) SCDOT Invoice #417147
2) IGA
3) Project Fund Balance Worksheets

SCDOT

INVOICE

FINANCE DIVISION
Post Office Box 191
Columbia, South Carolina 29202-191
For assistance regarding this invoice? (803) 737-0845 FAX (803) 737-2094

CUSTOMER

J ROBERT MCFEE, PE
BEAUFORT CO ENGINEERING
P O DRAWER 1228
BEAUFORT, SC 29901-1228

DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS

Invoice Amount.:	$111,454.20
Invoice Date:	7/21/2014
Past Due After:	8/20/2014
Damage Claim:	

INVOICE

Services or Goods Provided: WORK PERFORMED ASSOCIATED WITH THE BEAUFORT COUNTY SALES TAX PROGRAM FOR THE 3RD QUARTER OF FISCAL YEAR 2014

	3RD QUARTER ***SUPPORTING SPREADSHEETS ATTACHED		111,454.20
		Total:	$111,454.20

---------- Detach and return this portion with your payment ----------

PAYMENT

To ensure proper credit to your account, please make check payable to "South Carolina Department of Transportation" and include Invoice Number on check. Visa & Master Card accepted, to make payment call (803) 737-1241 or (803) 737-0845.

SCDOT

Remit to:
SC Dept. of Transportation
Finance Office
P O Box 191
Columbia, SC 29202-191

Customer:
BEAUFORT CO ENGINEERING
P O DRAWER 1228
BEAUFORT, SC 29901-1228

Invoice No.:	417147
Invoice Date:	7/21/2014

$111,454.20

3rd Quarter Expend

Project	Activity Charged	Object	Time	Amount	
SC 170 Widening	Design-Bridge	Labor	2.00	149.14	
SC 170 Widening	Design-Bridge	Labor	2.00	150.02	
SC 170 Widening	Design-Bridge	Labor	4.50	304.36	
SC 170 Widening	Hydrology	Labor	1.25	100.92	
SC 170 Widening	Program Development A	Labor	10.00	614.87	
SC 170 Widening	Engineering Inspection	Labor	4.00	240.31	
SC 170 Widening	Engineering Inspection	Labor	5.00	236.37	
SC 170 Widening	Engineering Inspection	Labor	6.00	360.47	
SC 170 Widening	Engineering Inspection	Labor	2.00	103.15	
SC 170 Widening	Engineering Inspection	Labor	2.50	52.50	
SC 170 Widening	Engineering Inspection	Labor	17.00	1,148.99	
SC 170 Widening	Engineering Inspection	Labor	12.00	811.06	
SC 170 Widening	Engineering Inspection	Labor	12.50	709.10	
SC 170 Widening	Engineering Inspection	In-State-Lodging		$ 426.80	
SC 170 Widening	Engineering Inspection	Fee - HDR Inc		$ 1,819.15	
SC 170 Widening	Engineering Inspection	Equipment Mileage		$ 156.75	
SC 170 Widening	Research and Testing	Testing Lab		$ 6,452.00	
SC 170 Widening	Soil Boring	Testing Lab		$ 1,078.00	
			Project Total		**$ 14,913.96**
Boundary Street Improvements	Right of Way	Labor	1.50	75.42	
			Project Total		**$ 75.42**
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	1.00	84.01	
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	1.50	111.85	
Bluffton Parkway 5A (Seg 2)	Research and Testing	Labor	6.50	247.53	
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	3.50	182.32	
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	15.00	781.36	

Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	12.50	732.52	
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	6.00	351.61	
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	5.50	322.31	
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Eng & Architect Serv		10,858.74	
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Out of State Meals		260.50	
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Out of State Lodging		253.12	
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Equipment Mileage		9,881.76	
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Testing Lab		31,501.00	
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Labor		37,369.94	
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		107.25	
Bluffton Parkway 5A (Seg 2)	Research and Testing	Equipment Mileage		133.50	
Bluffton Parkway 5A (Seg 2)	Research and Testing	Testing Lab		2,099.00	
Bluffton Parkway 5A (Seg 2)	Research and Testing	Out of State Lodging		1,186.50	
Bluffton Parkway 5A (Seg 2)					
			Project Total		$ 96,464.82
			Total 3rd Quarter		$111,454.20

File #	Project Name	January - March						Total
		Equipment	Meals	Fee	Testing Lab	Lodging	Labor	
07.36936A	US 278 Improvements							$ -
07.36938A	SC 170 Widening	156.75		1,819.15	7,530.00	426.80	4,981.26	$ 14,913.96
07.36939A	Boundary Street Improvements						75.42	$ 75.42
07.036940A	Boundary Street Parallel Road							$ -
07.36941A	Ribaut Road Improvements							$ -
07.36942A	SC 802 Widening (Seg. A)							$ -
07.036943A	Northern Beaufort Bypass							$ -
07.36944A	SC 802 Widening (Seg. B)							$ -
07.041794	Bluffton Parkway 5A (Seg 2)	10,122.51	260.50	10,858.74	33,600.00	1,439.62	40,183.45	$ 96,464.82
	Total	$ 10,279.26	$ 260.50	$ 12,677.89	$ 41,130.00		$ 45,240.13	$ 111,454.20

3rd Quarter Grand Total	$111,454.20

Total Expenditures

BEAUFORT COUNTY SALES TAX
FY2014

File No.	Project Name	4QTR (4/1-6/30)	3QTR (1/1-3/31)	2QTR (10/1-12/31)	1QTR (7/1-9/30)	Total Current FY	Project To Date (Prior Years)	Project Total - LTD (PY + CY)
07.36936A	US 278 Improvements	-	-	-	-	-	9,942.75	9,942.75
07.36938A	SC 170 Widening	-	14,913.96	33,563.10	29,805.53	**78,282.59**	51,416.24	**129,698.83**
07.36939A	Boundary Street Improvements	-	75.42	55.31	6,625.77	**6,756.50**	13,137.02	**19,893.52**
07.36940A	Boundary Street Parallel Road	-	-	-	-	-	1,134.15	**1,134.15**
07.036941A	Ribaut Road Improvements	-	-	-	-	-	5,140.38	**5,140.38**
07.036942A	SC 802 Widening (Seg. A)	-	-	-	-	-	423,797.48	**423,797.48**
07.036943A	Northern Beaufort Bypass	-	-	-	-	-	64.14	**64.14**
07.36944A	SC 802 Widening (Seg. B)	-	-	-	-	-	209,747.62	**209,747.62**
07.041794	Bluffton Parkway 5A (Seg 2)	-	96,464.82	4,417.23	7,991.61	**108,873.66**	3,036.43	**111,910.09**
		$ -	$ 111,454.20	$38,035.64	$44,422.91	**$ 193,912.75**	$ 717,416.21	$ **911,328.96**

BEAUFORT COUNTY, SOUTH CAROLINA
SALES TAX ROAD PROJECT
Bluffton Parkway
Expenditure GL Account # 33401-54500

Revenue Source/Budget	
Sales Tax Revenue	$ 65,916,621
Impact Fee Revenue	1,000,000
Federal/State Revenue[1]	15,000,000
Total Revenue Budget	$ 81,916,621
Expenditures and Encumbered	
Expended	$ 58,002,939
Encumbered	20,749,211
Total Expended and Encumbered to Date	$ 78,752,150
Available Project Budget as of date prepared	**$ 3,164,471**

Note 1 - Federal Highway Administration grant up to 50% of R.R. Dawson Bridge Company's contract - $37 million.

BEAUFORT COUNTY, SOUTH CAROLINA
SALES TAX ROAD PROJECT
SC 170
Expenditure GL Account # 33403-54500

Revenue Source/Budget	
Sales Tax Revenue	$ 2,000,000
Impact Fee Revenue	1,000,000
Federal/State Revenue	24,900,000
Total Revenue Budget	$ 27,900,000
Expenditures and Encumbered	
Expenditures	$ 16,570,666
Encumbered	11,145,371
Total Expended and Encumbered to Date	$ 27,716,037
Available Project Budget as of date prepared	**$ 183,963**

BEAUFORT COUNTY, SOUTH CAROLINA
SALES TAX ROAD PROJECT
Boundary Street
Expenditure GL Accounts 33405/33406-54500 and Fund 4703

Revenue Source/Budget	
Sales Tax Revenue	$ 11,346,115
Impact Fee Revenue	300,000
Federal/State Revenue	12,635,000
Total Revenue Budget	$ 24,281,115
Expenditures and Encumbered	
Expended	$ 6,295,713
Encumbered	30,662
Total Expended and Encumbered to Date	$ 6,326,375
Available Project Budget as of date prepared	**$ 17,954,740**

10/16/2014

Cooperative Intergovernmental Agreement
between
Beaufort County, South Carolina
and the
South Carolina Department of Transportation
For
The Beaufort County Transportation Sales and Use Tax Projects

THIS AGREEMENT is made this 18th day of March, 2008, by and between Beaufort County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as Department.

WITNESSETH THAT:

WHEREAS, the County and the Department desire to work together in the planning and implementation of the projects described in Local Question Number 2A on the November 7, 2006 General Election ballot; and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, the Department is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and,

WHEREAS, the County and the Department have agreed to work together on the Beaufort County Transportation Sales and Use Tax Projects,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the Department do hereby agree as follows:

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve transportation facilities throughout Beaufort County as specified in Local Question Number 2A on the November 7, 2006 General Election ballot.

B. Description of Work

The proposed projects are as listed in Attachment "A". The projects listed in Attachment "A" are hereinafter referred to as the "Project(s)" and the collective group of Projects are hereinafter referred to as the "Program". The

exact scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administration activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program has been set forth in Local Question Number 2A on the November 7, 2006 General Election ballot. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of the Beaufort County Council and applicable State law.

II. COMMUNICATIONS:

A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Projects. The County and Department further agree that each party will strive to communicate at both the management level and staff level.

1. The County Engineer and/or the designated County Representative shall meet with the Program Manager from the Department on a monthly basis.

2. Additional coordination meetings will be planned and mutually agreed upon as necessary to the coordinate the work.

B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Projects.

III. OBLIGATIONS OF DEPARTMENT:

The Department shall act as agent for the County in the review and coordination of documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Highway Administration (FHWA) on behalf of the County to expedite the approval by FHWA of required environmental documentation.

A. To the extent permitted by existing South Carolina law, the Department hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the Department's part, or the part of any

employee or agent of the Department in the performance or participation in the work undertaken under this Agreement.

B. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project in accordance with paragraph V.F.5 herein.

IV. OBLIGATIONS OF THE COUNTY:

A. To the extent permitted by existing South Carolina law, the County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.

B. The County shall provide or cause to be provided all services necessary for the execution of necessary activities for the planning and execution of each Project in the Program, unless noted otherwise herein.

C. The cost of the Program shall be borne solely by Beaufort County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All work shall be designed and constructed in conformance with the American Association of State Highway and Transportation Officials (AASHTO) manual entitled "A Policy on Geometric Design of Highways and Streets – 2001", the Manual on Uniform Traffic Control Devices (MUTCD), the Department's current edition of the "Highway Design Manual", "Preconstruction Survey Manual," all SCDOT directives and instructional bulletins, or other standards officially adopted by the Department, and the current edition of the Department's "Standard Specifications for Highway Construction" except as noted otherwise in this agreement. The current edition shall be the current edition as of the beginning of the design work for each Project. Where there is a significant delay in the completion of the design of a Project, the most current specifications may be incorporated into the contract documents. The County and the Department understand that the Projects must be completed within the financial constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the financial constraints of the Program; and, if the County desires to deviate from the provisions of the

Department's "Highway Design Manual", or other Department standards or policies, the County shall submit a description of the deviation to the Department for review and concurrence. The Department shall respond to the County within 30 business days of the time the County submits the request for review. The County shall perform all design services in accordance with State and Federal statutes and regulations, and standards established by AASHTO. Should the County and the Department be unable to resolve any issue related to the design or deviations from the applicable standards, the State Highway Engineer will make the final decision for roads that are to remain in the state system for maintenance.

B. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

-Public involvement
-Funding
-Environmental considerations including determination of necessary environmental documentation
-Traffic requirements for the Projects based on design year traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2005 would yield design year traffic projections for design year 2025. Where available, the local Lowcountry COG traffic projections would be supplied by the Department for use in these planning activities. Where these LCCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
-Right of way issues and impacts
-Constructability
-Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions

and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing the Project.

3. Carrying out all required social, economic, and environmental studies required by law, and

4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency that are necessary to complete the Projects and will coordinate and negotiate with the agency to secure the permits. All work performed must be in accordance with the Department's Environmental Consultant Scope dated June 14, 2005 and any amendments thereafter. Where required by law, the County shall submit all permit applications as agent for the Department and applications shall be in the name of the Department. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the Department for all roads in the state system.

Upon approval of the Department and other applicable regulatory agencies, Beaufort County may use credits from environmental mitigation banks controlled by or developed for use by the Department. If credits are used by the County from a mitigation bank controlled by or developed for use by the Department, the County will pay to the Department the costs of these credits as mutually agreed upon by the County and the Department.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the Department in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required. Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign File Numbers and Project Numbers to all Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.

2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the Department's current edition of the "Preconstruction Survey Manual".

3. Bridge structures shall be designed using SCDOT Bridge Design memoranda, SCDOT Seismic Design Specifications for Highway Bridges dated 2001 including 2002 Interim Revisions, and AASHTO LRFD Bridge Design Specifications, 2004, including the latest Interim Specifications. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, 17th Edition, 2002.

4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.

5. For federally eligible projects that are potentially funded in whole or in part by the Department or FHWA, all design services shall comply with all applicable federal and state statutes and regulations from the commencement of the project. In the event that state or federal funding becomes available for one or more of the Projects during the course of the Program, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.

6. Pavement designs will be developed based on ten-year traffic projections. The base year for these projections will be the scheduled date that construction is anticipated to begin. The County will use SCDOT's "Pavement Design Guidelines" dated February 2003 for determination of proposed pavement structure, amended as necessary to include current

SCDOT materials specifications. The Department's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.

7. The Department will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept, preliminary, right of way and final design. Design reviews will be accomplished by the Department and review comments will be returned to the County within 30 business days of the time the County submits the review documents to the Department. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to the Project. Projects on state maintained roadways and/or those receiving state or federal funds shall not be advanced to R/W or construction until written authorization is provided by the Department. The Department's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the Department for construction of the Project by the County. The Department agrees to provide written notice of "authority to proceed" or review comments for the final plans within 30 business days of the time the County submits the final plans for review.

8. In the event that any Project cost exceeds $25 million and federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

D. Utility Activities

1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, and etc.). Prior Rights may be established by the following means:

    a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.

    b. The Utility occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases, the County may elect to use Program funds for all or part of such utility relocation costs.

3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.

4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.

5. Utilities to remain in SCDOT rights of way, or to be relocated to a point within SCDOT rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."

6. The County will honor the terms of any pre-existing agreements between SCDOT and a utility owner.

7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to SCDOT and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601* et seq., and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall be documented on SCDOT standard forms. The County shall acquire right of way title in fee simple for any Project that utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

   The County Shall for Federally Eligible Projects

   a. Perform title searches for properties to be acquired and provide SCDOT a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.

b. In accordance with SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from SCDOT's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the SCDOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.

c. Secure approval from the SCDOT's right of way representative for any settlement above the approved appraisal.

d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by SCDOT. All titles shall be recorded in the land records of Beaufort County.

e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et. seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.

f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.

g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.

h. Provide relocation assistance in accordance with the SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCDOT prior to being offered to displacees. The County shall issue 90 and 30-day notices of displacement in accordance with State and federal guidelines.

i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish SCDOT with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for

current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.

j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.

k. Provide a Right-of-Way Certification in a form acceptable to SCDOT insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The Department Shall for Federally Eligible Projects:

a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.

b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.

c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

F. Construction Activities

1. The County will construct the Projects in conformance with the technical sections of the Department's Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from the Department if there is a circumstance where there may be any significant deviation from the contract documents.

2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.

3. To the extent applicable, materials shall be procured in accordance with Beaufort County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal (23CFR635) and State statutes and regulations.

4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The

County shall ensure testing is performed based on project quantities in accordance with the Department's Construction Manual.

5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If the Project does not include additional centerline miles and comments are not provided in 30 days, the Department will provide written notice that the Project will be accepted for maintenance. If additional centerline miles are created by the project and all comments are addressed, the Project will be presented by Department staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department. In the event that additional miles of secondary roads are added to the Department road system in the County through the Program improvements, an equal mileage of the Department's road system will be turned over to the County for maintenance. The exact roads to be exchanged for maintenance purposes will be as mutually agreed between the County and the Department.

6. The Department shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. Quality Control (QC) and independent QA testing shall be performed by the County as defined by the Department based on Project quantities and in accordance with the Department's Construction Manual. The County shall provide the test results and all other Quality Control/Quality Assurance documentation to the Department upon request. Where materials tested do not meet specification requirements based QA testing procedures, the County will notify SCDOT within three days of the tests being completed. The costs for these services shall be part of the total project cost. The Department shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities. The County and the Department will work together to coordinate QA services.

7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:

   a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.

   b. Contract documents will be furnished to the Department so that QA testing can be planned and performed.

   c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.

   d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.

   e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the Department's Supplemental Specification on Seeding and Erosion Control Measures dated August 15, 2001. Observations will be documented on the Department's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.

8. The County shall obtain SCDOT concurrence prior to awarding any contract involving state or federal funding. The County will include the required Federal Aid Contract Provisions for all contracts that will or may use federal funding.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD, the SCDOT District 6 Daytime Lane Closure policy (current edition), and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Projects

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.

2. The Department shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the Department as described in Section V.F.5. above.

C. Tie-in Agreements

Where the limits of the Projects meet or overlap into the project limits established for projects that are or will be executed by the Department before the completion of that individual County Project, the County and the Department will develop agreements to outline provisions that would be beneficial to both the County Projects and the Department projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the Department as outlined in Section V.C.7 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.

2. Where applications for encroachment permits with regard to any segment of road covered by the Program are received by the Department, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 10 business days.

From and after execution of this Agreement, the Department hereby grants the County access to the Project corridors for the purposes of gathering field

information necessary for accomplishing the planning, design, and right of way aspects of the Program. The County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the Department.

1. Planning documents
   a. Copies of required environmental documents such as Environmental Assessments
2. Design documents
   a. As described elsewhere in this agreement
   b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
   c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
   d. Final Stormwater Reports
3. Right of way documents
   a. Appraisals
   b. Title search information
   c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
   d. Correspondence with property owners
   e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
   a. As-built drawings. In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:

- Survey centerline, and existing roadway centerline if different, with labeled stationing.
- Existing and new right of way lines, and County easement lines
- Final location of utility lines and appurtenances

b. Test reports

c. Daily construction diaries

d. Maintenance Manuals

e. Final Completion Documents

5. Other documents

a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.

b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.

c. All permits of government regulatory agencies

6. Financial Information relative to GASB 34 reporting. At completion and acceptance of the work performed on Department owned roadways:

a. The cost of preliminary engineering.

b. The cost of right of way acquisitions.

c. Construction cost broken down by roadway cost and bridge cost.

d. Total cost of the project.

F. Certifications

Upon final completion of each Project, the County will provide a letter to the Department stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents."

G. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.

2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

The County and the Department shall cooperate and consult with each other with respect to those Projects intended to be turned over to the Department for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "B". Within 90 days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the Department. These four members shall choose a fifth member employed neither by the County nor the Department. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the Department. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the Department relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Beaufort County, South Carolina.

B. Successors/Assigns

The County and the Department each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state or federal laws or regulations. The County will coordinate with SCDOT's DBE Office when establishing goals for specific projects that include Federal Funding. The parties hereto and their

agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the Department as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of Beaufort County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which

can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Bob Klink
Beaufort County Engineer
Beaufort County Engineering Division
PO Drawer 1228
Beaufort, SC 29901-1228

Notices to Department:

South Carolina Department of Transportation
Attn: State Highway Engineer
PO Box 191
Columbia, SC 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement,

notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto 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 the signature parties 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.

N. Multiple Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

P. Reviews and Approvals

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY

By: _____
Gary Kubic
Beaufort County Administrator

Attest: _____
Bob Klink
Beaufort County Engineer

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: H.B. Limehouse, Jr.

Print Title: Secretary of Transportation

Attest: _____

Print Name: Douglas B. MacFarlane

Print Title: Director Contract Services & Special Projects

Recommended

By: _____
Tony L. Chapman
Deputy Secretary
for Engineering

By: _____
Debra Rountree
Deputy Secretary for
Finance & Administration

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the ~~Division Director~~ Deputy Secretary of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

(a) Employ or retain, or agree to employ or retain, any firm or person or

(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

3/14/08
(Date)

(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is PO Drawer 1228, Beaufort, South Carolina , 29901 and that neither I nor the above COUNTY I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or

(b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

2/29/08
(Date)

COUNTY
(Signature)

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2/29/08
(Date)

COUNTY
(Signature)

3-14-08
(Date)

DEPARTMENT
(Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

(2) Establishing a drug-free awareness program to inform employees about:
- (a) the dangers of drug abuse in a workplace;
- (b) the person's policy of maintaining a drug-free workplace;
- (c) any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);

(4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

(5) Notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;

(6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY: Gary Kuglic

DEPARTMENT
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the Department certifies on behalf of the Department that the Department will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Department's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

(2) Establishing a drug-free awareness program to inform employees about:
   (a) the dangers of drug abuse in a workplace;
   (b) the person's policy of maintaining a drug-free workplace;
   (c) any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);

(4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
   (a) abide by the terms of the statement; and
   (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;

(5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;

(6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

Attachment "A"
Project List

Project Number	Project Name	Project Description	Estimated 1% Sales Tax Funds
No. 1	Bluffton Parkway – Phase 5 (US 278 Alternate)	New Road Construction from Buckwalter Parkway to Mackays Creek	$50,000,000
No. 2	US 278 Improvements	From Sea Pines Circle to SC 170	$28,000,000
No. 3	SC 170 Widening	From Bluffton Parkway to Tide Watch Dr.	$6,000,000
No. 4	US 17 Widening	From US 21 to Colleton County Line	$5,000,000
No. 5	US 21 (Boundary Street) Improvements	From Broad River Road to Palmetto Street	$9,500,000
No. 6	Boundary Street Parallel Road	New Road Construction from SC 170 to Palmetto Street	$4,200,000
No. 7	SC 802 (Ribaut Road) Improvements	From Lenora Drive to Lady's Island Drive	$600,000
No. 8	US 21/SC 802 (Lady's Island Drive) Widening	From Ribaut Road to Sea Island Parkway	$35,500,000
No. 9	Planning & Engineering for a Northern Beaufort ByPass	From Grays Hill to Lady's Island	$6,000,000
No. 10	SC 802 (Savannah Highway) Widening	From SC 170 to Parris Island Gateway	$7,200.000
		TOTAL:	$152,000,000

Attachment "B"
Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in the County and the Department that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the Department. The County and the Department agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the Department's Program Manager, the following procedure will be adhered to by the County and the Department. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the Department will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING,DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Project Development Engineer	District Engr. Administrator	County Engineer	2
			
Director of Preconstruction	Director of Construction	County Engineer	3
			
Dep. State Hwy. Engineer	Dep. State Hwy. Engineer	County Administrator	5

The State Highway Engineer shall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the State Highway Engineer be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.

RESOLUTION

WHEREAS, the plat of land at 205 Brickyard Point Road North, Lady's Island, South Carolina, also known as the Broomfield Recreation Center, hereafter referred to as "the Center," was deeded to Beaufort County, a political subdivision of the state of South Carolina on October 4, 1991 by the "Broomfield Recreation Center," a non-profit South Carolina corporation; and

WHEREAS, the "Broomfield Recreation Center" has now become known as the Northern Lady's Island Community Association, hereafter referred to as "the Association"; and

WHEREAS, the Association deeded said property with the intention and understanding that it would be a community gathering place for social events in the rural community of Lady's Island surrounding it; and

WHEREAS, in the years since the property was deeded to the county, it has been the understanding of the Association and common practice on the part of Beaufort County to allow the Association to use the Center and its amenities twice monthly, free of charge; and

WHEREAS, the historical use of the Center by the Association has been in the spirit of promoting the welfare of the community; and

WHEREAS, heretofore, no written agreement exists which formalizes the Association's use of the Center free of charge; and

WHEREAS, Beaufort County Council established a fee schedule for use of recreational facilities in February 2012, establishing the Beaufort County Department of Parks and Leisure Services, hereafter known as "PALS," as their agent for administration of the fee; and

WHEREAS, in absence of delegated authority from County Council, PALS must impose a fee for the Association's use of the Center in accordance with the fee schedule.

NOW, THEREFORE BE IT RESOLVED, that in recognition of the unique historical relationship that the Association has with the Center, as well as the

Association's historical and stated future intended use of the facility to promote the general welfare of the community in which it resides, that authority shall be delegated to the PALS Director to waive fees for such use at times when it does not otherwise conflict with a PALS organized activity; and

BE IT FURTHER RESOLVED, that the Association may use the Center for such purposes no more than twice monthly and that such use will normally occur on the first Monday and third Saturday of the month.

Adopted this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Joshua A. Gruber
Deputy County Administrator/County Attorney

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

AGENCY	FY 15 Allocation	FY 14 Allocation
Abuse Prevention Coalition	$20,000	$0
AccessHealth Lowcountry (T4BC)	$5,000	$10,000
Adequacy of Prenatal Care Coalition (T4BC)	$15,000	$8,000
Beaufort County Early Childhood Coalition (T4BC)	$12,000	$5,000
Beaufort Jasper Economic Opportunity Commission	$2,500	$5,000
Beaufort Soil and Water Conservation District*	$21,000	$21,000
Bluffton-Jasper Volunteers in Medicine	$16,000	$18,000
CAPA	$10,000	$14,000
Coastal Empire Community Mental Health Center*	$65,000	$73,000
CODA	$10,000	$15,000
Clemson Extension / 4H	$0	$3,000
Community Services Organization (T4BC)	$12,200	$10,000
Crossroads Community Support Services, Inc.	$0	$5,000
DHEC Lowcountry	$0	$18,000
Family Promise	$10,000	$5,000
Good Neighbor Free Medical Clinic	$18,000	$18,000
Hope Haven	$10,000	$17,000
Love House Ministries	$7,500	$5,000
Lowcountry Legal Volunteers	$25,000	$13,000
Memory Matters	$0	$8,000
Mental Health Access Coalition (T4BC)	$500	$9,000
Neighborhood Outreach Connection	$14,000	$7,000
Our Lady's Pantry	$0	$3,000
Palmetto Breeze*	$210,000	$220,000
Partnership for Adult Literacy (T4BC)	$5,000	$10,000
Senior Services*	$55,000	$45,000
The Lending Room	$1,500	$1,000
The Link	$3,000	$0
The Literacy Center	$7,000	$5,000
Under One Roof	$5,000	$5,000
United Way of the Lowcountry	$5,000	$0
Volunteers in Medicine Hilton Head	$5,000	$5,000
Human Services Alliance Grant Writers & Match**	$27,800	$17,000
Total	**$598,000**	**$598,000**

** These agencies have agreements with the County:*

Beaufort Soil and Water Conservation District: State Match $21,000

Coastal Empire Community Mental Health Center: Detention Center $55,000

Palmetto Breeze LRTA: Federal and State Match $220,000

Senior Services: Federal Match $45,000

*** These funds are reserved for matching grants and grant writing.*

2014 Final Report Summary
Beaufort County Community Services Grant Process

Agency **(Grant Award)**

AccessHealth Lowcountry **($10,000)**

Total Number Served:

- 100 Clients
- Two Referral Programs Developed
  - Dental Referral Network
  - Primary Care Provider and Specialist Network

Adequacy of Prenatal Care Coalition **($8,000)**

Total Number Served:

- 685 pregnancy tests
- 514 clients initiated prenatal care
- Four African American and one Latina doula trained; 50 women served countywide
- 312 served PASOs across 23 Spanish workshops
- 465 visitors to Stork's Nest

Beaufort Jasper EOC **($5,000)**

Total Number Served:

- 20 Families in Skills Development Classes
- 1655 Households received Emergency Assistance
- 5 Homes Rehabilitated

Bluffton-Jasper Volunteers in Medicine **($18,000)**

Total Number Served:

- 319 patients seen
  - 173 lab tests
  - 146 diabetics

CAPA **($14,000)**

Total Number Served:

- Provided training to staff and board on trauma-informed care.
- 43% of Triple P program participated in ACE trauma screening; 106 children served
- 146 adults in the justice system attended parenting training.
- 12 youth per day served in shelter
- 64 residents trauma-assessed.

CECMHC **($73,000)**

Total Number Served:

- DSS Agreement: 40 children and families were served
- Detention Center Agreement: Over 400 inmates served

CODA **($15,000)**

Total Number Served – Counseling:

- 95 adults
- 84 children

Community Services Organization **($10,000)**

CharityTracker license maintained:

- 147 total licenses
- 45 Emergency Assistance Providers

Community Allies will be trained to operate the Beaufort County emergency assistance fund

Clemson Univ. Extension **($3,000)**

Children Served:

- 60 students enrolled in four week-long camps
- 68 students at Penn Center in two camps

Crossroads Community Support Services, Inc. **($5,000)**

Total Number Served:

- 7200 bags of food to 200 children
- 810 boxes of food to 225 children and families

DHEC **($18,000)**

Total Patients Served:

- Preventive Health: 1558
- Family Planning Services: 2914
- STD/HIV Services: 968
- TB Patients: 393
- WIC Customers: 20210
- Birth and Death Records: 20565

Early Childhood Coalition **($5,000)**

Traveling Preschool Bus:

- Expanded to 12 sites
- served 734 children, 236 adults
- 8500 children and adults at KidFest

Facilitator retained services of the Coalition

Family Promise **($5,000)**

Total Number Served:

- 24 Homeless Families Provided Shelter
- 17 Families Provided Aftercare Case Management
- 80% success rate for moving homeless families into sustainable housing

Good Neighbor Free Medical Clinic **($18,000)**

Total Number Served:

- 1100 patients on file
- 993 patients served last year
- 2810 visits

Hope Haven **($17,000)**

Total Number Served:

- 131 Forensic Interviews conducted
- 81 children and families received treatment/therapy within past 6 months
- Significant decrease in trauma scores for adults
- PCIT program: 50%decrease in disruptive behaviors in children with trauma

Love House Ministries **($5,000)**

Total Number Served - $1 A Day After School Care:

- 60 students aged 4-18
- 26% AB Honor Roll students
- 47% B Honor Roll
- 27% have improved by at least two letter grades

Lowcountry Legal Volunteers **($13,000)**

Total Number Served:

- 3068 hours of service provided by volunteers
- 7468 hours of service provided by staff
- 97 families assisted
- 1700 service inquiries received

Memory Matters **($8,000)**

Total Number Served:

- 800 hours free respite care
- 10 families

Mental Health Access Coalition **($9,000)**

Total Number Served:

- 62 representatives attended May 2014 Community Conversation
- 550 individuals engaged through correspondence
- 47 individuals engaged in the Coalition across 26 agencies

Website is in development

Best Practices Committee has been formed and is conducting a needs assessment

Neighborhood Outreach Connection **($7,000)**

Total Number Served – Social Enterprise Program:

- $250 per month generated for one program participant teaching Aerobics to NOC neighborhoods
- Two program participants generated $200 each during a four month program selling jewelry on Etsy
- Construction business is being developed for a program participant; technical assistance provided

Our Lady's Pantry **($3,000)**

Total Number Served:

- 23816 people served

Palmetto Breeze (LRTA) **($230,000)**

Total Number Served:

Public Transportation Service:

- 47,229 passengers
    - 17,896 Fixed Route passengers
    - 29,333 Demand Response passengers

Contracts Added:

- Beaufort County DSN
- Beaufort County Adult Education
- Hampton and Jasper County Council on Aging
- Technical College of the Lowcountry

Partner Agencies:

- CODA
- Family Promise
- AccessHealth Lowcountry

Partners for Adult Literacy **($10,000)**

Total Number Served:

- 2500 'one dollar' vouchers purchased from Palmetto Breeze
- 39 students provided transportation for adult education
- 25 attended at least 40 hours and received post-testing

Senior Services of Beaufort County **($45,000)**

Total Number Served:

- 6151 Home Delivered Hot Meals

- 5630 Home Delivered Frozen Meals
- 8945 Senior Center Hot Meals
- 1776 reached through Health Promotion
- 47649 Transportation Trips Provided

Soil and Water Conservation District ($21,000)

Tthe following goals were achieved:

- NRCS and Beaufort Soil and Water Conservation District completed the agriculture portion of the Okatie Watershed 319 Grant
- $52,795 in cost share was provided to Beaufort County Landowners
- 259 Education programs taught serving 5,554 children and adults

The Lending Room ($1,000)

Total Number Served:

- 291 pieces of $1 medical equipment distributed
- 50% growth in distribution from 2012

The Literacy Center (formerly Literacy Volunteers of the Lowcountry) ($5,000)

Total Number Served:

- 90% of sustained students achieved one personally-set goal
- Each sustained student averaged 60.68 hours of study
- 67.15% post-tested students advanced one level

Under One Roof ($5,000)

Total Number Served:

- 4 homes modified

New logo brochures have been developed to improve community outreach
LCOG and Franciscan Center partnerships developed

Volunteers in Medicine Hilton Head ($5,000)

Total Number Served:

- 67 Baby Boomer patients tested for Hepatitis C
    - 19 Caucasians
    - 37 Hispanics
    - 11 African Americans
    - 4 tested positive
- Treatment for the four individuals has been initiated

2014 /

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (OSPREY POINT) BETWEEN BEAUFORT COUNTY AND BANK OF THE OZARKS AS SUCCESSOR IN INTEREST TO LCP III, LLC PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council adopts this Ordinance so to amend the Osprey Point Development Agreement all of which is more fully set forth in the document entitled First Amendment to Development Agreement, a copy of which is attached hereto and incorporated by reference herein as if set forth verbatim.

This ordinance shall become effective upon filing of an executed First Amendment to Development Agreement with the Beaufort County Clerk to Council.

Adopted this _____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading: October 13, 2014
Second Reading:
Public Hearing:
Third and Final Reading:

AMENDED NARRATIVE FOR
OSPREY POINT PUD

The Owner of Osprey Point PUD has submitted a requested First Amendment To Osprey Point Development Agreement And PUD Zoning. That document, submitted herewith and incorporated herein, contains all of the requested legal changes to both the Development Agreement and the PUD. For clarification purposes, this Amended Narrative is also submitted, as part of the Amendment to the Osprey Point PUD, to describe the goals of the Amended PUD and justifications for the requested First Amendment To Osprey Point Development Agreement And PUD Zoning. This Amended Narrative will begin with a description of important background facts, necessary to understand the need for the requested First Amendment, and then go on to describe the specific changes requested to the current PUD Zoning.

BACKGROUND

A Development Agreement, with accompanying PUD Zoning, was made and entered between Owner and Beaufort County for Osprey Point, as recorded in Book 2888 at page 169, et. seq., on September 3, 2009, following passage by Beaufort County Council and due execution by the parties. Osprey Point is a portion of a larger, coordinated development area, known as Okatie Village, which also included the Okatie Marsh PUD and the River Oaks PUD, with their respective Development Agreements, which were negotiated, adopted and recorded simultaneously with Osprey Point.

No development activity or sales activity has taken place within the overall Okatie Village properties, including Osprey Point, during the approximately five years since the original approvals

of these developments. A related entity, Malind Bluff Development, LLC, has taken a small interest in the Osprey Point property for development financing purposes, and is therefore joining into the First Amendment to evidence its agreement with and consent hereto (see the attached Exhibit H Joinder).

Significant changes have taken place in real estate market conditions and within the Okatie Village development area since the original approvals for Osprey Point, making it practically and economically unfeasible to develop Osprey Point under the exact terms of the original Osprey Point Development Agreement and PUD. The Owner seeks to Amend the Osprey Point PUD in order to adjust the terms thereof to reflect current conditions, as provided below, while at the same time significantly reducing the density of Osprey Point and preserving the important protections to the environment and many other important features of the original Osprey Point PUD, as also provided below.

Planning and negotiations toward ultimate approval of the three Okatie Village Tracts, including Osprey Point, occurred in 2006 - 2008, at a time that development was exploding in Beaufort County, and the pace of that development activity was expected to continue and accelerate as the baby boom generation was beginning to reach retirement age. Prices for homes and for commercial properties were escalating and that trend was expected to continue.

All of these trends ended before development of any of the Okatie Village communities could begin. Sales prices plummeted and a financial crisis prevented developers from acquiring needed development loans, and prevented potential buyers from obtaining home loans, even at reduced prices. Okatie Village properties were particularly hard hit, since their Development

Agreements imposed fees and burdens beyond any other development properties in Beaufort County.

The Okatie Marsh PUD failed completely before any development took place. Beaufort County acquired the entire property, which has been added to the County's Open Space land holdings. River Oaks has likewise been struggling and its ultimate fate is being determined. Osprey Point, the central property of the three Okatie Village tracts, now has real potential to move forward in an economically conscientious way, under the name Malind Bluff. Several changes to the original plan have been necessitated by these changing market conditions, and are set forth below. Some of the changes are significant, while others are relatively minor. The justifications for each of these changes are set forth as the changes themselves are discussed.

SPECIFIC CHANGES REQUESTED AND JUSTIFICATIONS

Many important features of the original Osprey Point PUD will remain under the Amended PUD. For instance, Osprey Point will continue as a mixed use PUD, with commercial uses adjacent to Highway 170, residential uses in the center of the Property, and a large greenspace/community area on the eastern boundary, adjacent to the marshes of the Okatie River. Internal interconnectivity, for both roadways and trails, is maintained, and all environmental standards are maintained. The internally integrated nature of the development, the interconnectivity to adjacent parcels by the public Connector Road, and many other features justify the continuing PUD status for the Property. The following changes are requested.

A. **Commercial and Residential Density Reduction.** The allowed commercial and residential densities for Osprey Point are set forth in Section IV(C) and IV(D) of

the Development Agreement, and referenced in the attached PUD approval text and drawings. These allowed densities are hereby reduced for both commercial and residential density. The new allowed density for commercial development is now 190,000 square feet, rather than the original 207,000 square feet. The new allowed residential density is now 396 total residential units, rather than the original 527 residential units. The original Development Agreement and PUD allowed the Owner/Developer the freedom to determine the mix of single family detached, attached and multifamily units, depending upon market conditions. This flexibility remains effective, but it is specifically noted that the current intent is to develop all or most of the residential units as single family detached units, with final lot configuration and sizes to be at the discretion of Owner/Developer.

Notwithstanding this general design flexibility, Owner hereby commits to a scheme of density and use allocation as set forth on the attached Exhibit I, Amended Osprey Point Transect Zones. The terms of Exhibit I are hereby incorporated into this First Amendment and made binding upon the Property. Basically, the approximately 8.5 acre portion of the Property nearest to the marsh will be utilized for open space, park, and community recreational purposes only, with no residential construction allowed (current cottage/lodge site excepted). The private residential zone closest to the marsh area will have the lowest maximum density, to minimize potential impacts upon the tidal wetlands. The adjoining private residential zone, extending to the Connector Road, will allow increased residential density with an allowance of townhouse and multifamily units, so that this higher density area will be most accessible to the adjacent Commercial Area. The Commercial Area will continue to have the same standards, allowed uses and densities as set forth

in the original PUD and Development Agreement, subject to the reduced maximum densities set forth above.

B. Allowed Development Type and Resulting Changes to Roadway and Pathway (Including Trails) Standards. The current development planning for the Osprey Point development envisions an age restricted community, within the meaning of federal law, to be located within the residential area depicted on the Exhibit B Master Plan. A residential developer is currently in place to develop the age restricted community and it is hereby specifically provided that such an age restricted community is allowed. The residential area is planned to be single family detached, although other residential building types are allowed. While the residential area is currently planned to be age restricted, and specifically under contract for such use, Owner/Developer shall have the option of developing age targeted (non-restricted) or general residential development. This flexibility is necessary to enable adjustments to future market conditions and to meet development financing requirements.

A successful age restricted community requires private roads and the ability to restrict access. This essential fact was recognized by the County in the adjacent River Oaks Development Agreement, where private roads and restricted access were allowed, specifically because of the "senior village nature of the development". For the same reason, pathways and trails within the age restricted area of Osprey Point may also be private and restricted. It is specifically noted, however, that the frontage Connector Road as well as roads within the commercial area, shall remain open to the public as originally provided, and provide a means of interconnectivity to adjacent parcels. It is also noted, that a public access easement to serve as an access to River Oaks

PUD is provided along the southern boundary of the Osprey Point Amended Master Plan, to preserve access for River Oaks to the commercial area, the Connector Road, and to Highway 170. Internal interconnectivity, to allow residents of Osprey Point (now to be known as Malind Bluff) to have access to the commercial area, waterfront area, and adjacent properties is retained, and shall be as depicted on Exhibit C to the First Amendment for both pathway/trails and roadways. All provisions of the original Development Agreement and PUD to the contrary are hereby amended to conform herewith.

C. Public Park Area/Access. The original Development Agreement and PUD provided for an approximately 13 acre waterfront park area, for the enjoyment of residents within Osprey Point and the adjacent Okatie Marsh developments, with limited access rights for the public. Changes in circumstance and market conditions have now made this plan unnecessary and unworkable. The entire Okatie Marsh development, which includes waterfront property, is now owned by the County as public land. The total Okatie Village residents expected to share in the use of this area within Okatie Village has been reduced by more than 50% (due to the elimination of all Okatie Marsh density, and the substantial reduction of Osprey Point density under this Amendment).

In the light of these changed conditions, and due to the preference for privacy and safety associated with elderly and mature adult (age restricted) development, the waterfront acreage for open space/park use within Osprey Point is hereby reduced from 13 acres to approximately 8.5 acres, as depicted on the attached Exhibit B Master Plan. Public access is no longer required. Environmental standards to protect the adjacent waterway and wetlands are retained in full force

and effect. Given the changes outlined above, and the stated justifications therefor, the existing cottage/lodge, now located on the waterfront, is no longer restricted and may be used for any legal residential or Osprey Point community purpose, and it may be utilized in its existing condition, renovated, replaced, or removed.

D. Design, Construction and Maintenance Contribution to County Park. Owner under the proposed First Amendment is proposing to design a passive park area upon the adjacent waterfront owned by the County and construct a passive park area of up to two acres at the County waterfront. This passive park design and construction shall include appropriate clearing, installation of benches, and long term landscape maintenance of any cleared area, with all elements to be approved by County Planning Staff, in consultation with other County officials. Such design and construction shall occur at the time of Owner's permitting and construction within the adjacent Osprey Point waterfront open space, to include a simple trail system within the County passive park area. While this provision is predominately a change to the original Development Agreement, it is recited here as a part of this PUD Narrative as a further justification for the requested change to the current PUD Master Plan.

E. Public Safety Site. The Public Safety Site, shown on the original Master Plan, may be located within the Commercial/Mixed Use area of the Master Plan, or at Owner's discretion and with County approval of the location, the Public Safety Site may be located outside of the Osprey Point Master Plan, on land to be acquired by Owner and donated to the County. The area to be donated for a Public Safety Site shall be 1/2 acre, sufficient for a Fire/EMS facility.

F. **Workforce Housing Requirement**. Certain provisions for workforce housing are set forth under Section IV(A) of the Development Agreement, and referenced as part of the PUD approval. While this requirement remains in force, it is specifically noted and agreed that this requirement shall not be interpreted to prevent development of an age restricted community within Osprey Point. Workforce housing may be provided within areas of the new Master Plan which are not within the age restricted area, or within the age restricted area, at the discretion of Owner/Developer. As provided under the original Development Agreement, the requirements to provide Workforce/Affordable Housing apply only to multifamily product (10% of total) and to town home units (15% of total) and do not apply to single family home sites. This provision continues, so that the total of such units to be provided depends upon final product mix within Osprey Point. Notwithstanding the above, Owner agrees that a minimum of 15 residential units will be developed and offered at sales prices which qualify under the low income or moderate income affordability standards as set forth in the Workforce/Affordable Housing Agreement. Such units may be developed in the Residential Area of the Master Plan or in the Commercial/Mixed Use Area.

G. **Design Guidelines/Residential Design.** Design Guidelines were not a part of the original Osprey Point PUD. The Design Guidelines set forth in Section IV(M) of the Development Agreement (and Exhibit F thereto) are retained for the public area of Osprey Point. The age restricted, residential area will adopt its own design guidelines and review process, by private covenant, and will therefore not be bound by the original Design Guidelines of the Development Agreement. This change, for the non-public areas only, will provide the

Owner/Developer with the needed flexibility to meet the needs and tastes of the age restricted market as development and sales unfold. Additionally, as is the case in most PUD development, internal residential lot, roadway, and layout design, including setbacks within residential lots, shall be at the discretion of Owner/Developer, so long as the final design does not violate the general layout depicted on the Exhibit B Amended Master Plan.

Notwithstanding the above stated flexibility in residential structure and lot design, Owner hereby commits to expanded spacing of driveway locations in areas where lot sizes average less than 50 feet in width. To this end, driveway locations will be combined to maximize the distance between driveway entrances on the street, for both aesthetic and safety reasons. An illustration of this design concept is attached to demonstrate this principle. The resulting design shall assure, at the time of development permit approval, that driveway location spacing on all street frontages shall exceed an average of 50 feet for any given roadway section. It is specifically noted that rear loaded lot access, provided from rear alley ways, is also an acceptable design solution to avoid excessive numbers of driveway locations on streetscapes with average lot width of less than 50 feet in width, and this design solution is also allowed within Osprey Point.

H. <u>Development Schedule Amendment.</u> The original Osprey Point Development Agreement included a Development Schedule provision under Section IV thereof and Exhibit D thereto. Subject to the same reservations and conditions provided under the original Development Agreement and Exhibit D, the Development Schedule is hereby amended as set forth in Exhibit D to the First Amendment. This Development Schedule is referenced in this PUD Narrative to explain current forecasting regarding phasing and development matters.

I. Preliminary Drainage Plan, Water Plan and Sanitary Sewer Plans.

Because the essential elements of the PUD remain in the same general areas of the Property as originally contemplated, at reduced densities, the changes to these infrastructure systems are relatively minor, to reflect altered road locations. The system designs all remain within the original design tolerances previously approved. Expected new locations of these infrastructure systems are depicted on the attached Exhibits E, F, and G to the First Amendment, for sanitary sewer, stormwater drainage and water systems, respectively, subject to final engineering and approvals prior to construction.

SUMMARY

The above Narrative describes the nature of the requested PUD and the specific changes requested and their justifications. The legal document entitled First Amendment To Osprey Point Development Agreement And PUD Zoning, if approved by Beaufort County, shall be the controlling document regarding changes to both the Development Agreement and the PUD. This Amended Narrative is submitted as an addition to the PUD Amendment, at the request of County Staff, to further clarify the changes being requested under the Amended PUD Master Plan and related documents.

October 8, 2014 Draft

STATE OF SOUTH CAROLINA	**)**	**FIRST AMENDMENT TO**
	)	**OSPREY POINT DEVELOPMENT**
COUNTY OF BEAUFORT	**)**	**AGREEMENT AND PUD ZONING**

This First Amendment To Osprey Point Development Agreement and PUD Zoning is made and entered this _____ day of _____, 2014, by and between LCP III, LLC (Owner), and the governmental authority of Beaufort County, South Carolina ("County").

WHEREAS, a Development Agreement, with accompanying PUD Zoning, was made and entered between Owner and County for Osprey Point, as recorded in Book 2888 at page 169, et. seq., on September 3, 2009, following passage by Beaufort County Council and due execution by the parties; and,

WHEREAS, Osprey Point is a portion of a larger, coordinated development area, known as Okatie Village, which also included the Okatie Marsh PUD and the River Oaks PUD, with their respective Development Agreements, which were negotiated, adopted and recorded simultaneously with Osprey Point; and,

WHEREAS, no development activity or sales activity has taken place within the overall Okatie Village properties, including Osprey Point, during the approximately five years since the original approvals of these developments; and,

WHEREAS, a related entity, Malind Bluff Development, LLC, has taken a small interest in the Osprey Point property for development financing purposes, and is therefore joining into this First Amendment to evidence its agreement with and consent hereto (see the attached Exhibit H Joinder); and,

WHEREAS, the original Development Agreements for Okatie Village, including Osprey Point, will expire and terminate in September of 2014; and,

WHEREAS, significant changes have taken place in real estate market conditions and within the Okatie Village development area since the original approvals for Osprey Point, making it practically and economically unfeasible to develop Osprey Point under the exact terms of the original Osprey Point Development Agreement and PUD; and,

WHEREAS, the Owner and County have agreed to Amend the Osprey Point Development Agreement and PUD in order to adjust the terms thereof to reflect current conditions, as provided below, while at the same time significantly reducing the density of Osprey Point and preserving the important protections to the environment and many other important features of the original Development Agreement, as also provided below;

NOW THEREFORE, in consideration of the terms and conditions hereof, the Owner and County hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated herein by reference.

II. STATEMENT OF DEVELOPMENT BACKGROUND AND CHANGES TO MARKET CONDITIONS AND OTHER CIRCUMSTANCES.

Planning and negotiations toward ultimate approval of the three Okatie Village Tracts, including Osprey Point, occurred in 2006 - 2008, at a time that development was exploding in Beaufort County, and the pace of that development activity was expected to continue and

accelerate as the baby boom generation was beginning to reach retirement age. Prices for homes and for commercial properties were escalating and that trend was expected to continue.

All of these trends ended before development of any of the Okatie Village communities could begin. Sales prices plummeted and a financial crisis prevented developers from acquiring needed development loans, and prevented potential buyers from obtaining home loans, even at reduced prices. Okatie Village properties were particularly hard hit, since their Development Agreements imposed fees and burdens beyond any other development properties in Beaufort County.

The Okatie Marsh PUD failed completely before any development took place. Beaufort County acquired the entire property, which has been added to the County's Open Space land holdings. River Oaks has likewise been struggling and its ultimate fate is being determined. Osprey Point, the central property of the three Okatie Village tracts, now has real potential to move forward in an economically conscientious way, under the name Malind Bluff. Several changes to the original plan have been necessitated by these changing market conditions, and are set forth below. Some of the changes are significant, while others are relatively minor. The justifications for each of these changes are set forth as the changes themselves are discussed.

III. DEVELOPMENT PLAN CHANGES.

A revised Master Plan and revised Trail and Open Space Plan are attached hereto as Exhibits B and C respectively (Exhibit A hereto is a restatement of the property description of Osprey Point, which is unchanged). Both the Development Agreement and PUD Zoning are

hereby amended to reflect all changes which are shown and depicted on the revised Exhibits B and C, both regarding the specific changes that are referenced below and any other changes that are necessary, by implication, to effectuate these Development Plan and Master Plan changes. The following changes are specifically listed and approved:

A. **Commercial and Residential Density Reduction.** The allowed commercial and residential densities for Osprey Point are set forth in Section IV(C) and IV(D) of the Development Agreement, and referenced in the attached PUD approval text and drawings. These allowed densities are hereby reduced for residential density. The allowed density for commercial development remains 207,000 square feet. The new allowed residential density is now 396 total residential units, rather than the original 527 residential units. The original Development Agreement and PUD allowed the Owner/Developer the freedom to determine the mix of single family detached, attached and multifamily units, depending upon market conditions. This flexibility remains effective, but it is specifically noted that the current intent is to develop all or most of the residential units as single family detached units, with final lot configuration and sizes to be at the discretion of Owner/Developer.

Not withstanding this general design flexibility, Owner hereby commits to a scheme of density and use allocation as set forth on the attached Exhibit I, Amended Osprey Point Transect Zones. The terms of Exhibit I are hereby incorporated into this First Amendment and made binding upon the Property. Basically, the approximately 8.5 acre portion of the Property nearest to the marsh will be utilized for open space, park, and community recreational purposes only, with no residential construction allowed (current cottage/lodge site excepted). The private

residential zone closest to the Park/Community area will have the lowest maximum density, to minimize potential impacts upon the tidal wetlands. The adjoining private residential zone, extending to the Connector Road, will allow increased residential density with an allowance of townhouse and multifamily units, so that this higher density area will be most accessible to the adjacent Commercial Area. The Commercial Area will continue to have the same standards, allowed uses and densities as set forth in the original PUD and Development Agreement. The commitment to a Village scale commercial design, as provided under the Original PUD and Design Guidelines, remains unchanged.

B. Allowed Development Type and Resulting Changes to Roadway and Pathway (Including Trails) Standards. The current development planning for the Osprey Point development envisions an age restricted community, within the meaning and under the terms of federal law, to be located within the residential area depicted on the Exhibit B Amended Master Plan. A residential developer is currently in place to develop the age restricted community and it is hereby specifically provided that such an age restricted community is allowed. The residential area is planned to be single family detached, although other residential building types are allowed. .Only age restricted residential development will be allowed within the private residential, restricted access area of the Master Plan. No non-age restricted residential development may be undertaken within this private area unless specifically approved in the future by Beaufort County as a major Amendment hereto.

A successful age restricted community requires private roads and the ability to restrict access. This essential fact was recognized by the County in the adjacent River Oaks Development

Agreement, where private roads and restricted access were allowed, specifically because of the "senior village nature of the development". For the same reason, pathways and trails within the age restricted area may also be private and restricted. It is specifically noted, however, that the frontage Connector Road as well as roads within the commercial area, shall remain open to the public as originally provided, and provide a means of interconnectivity to adjacent parcels. It is also noted, that a public access easement to serve as an access to River Oaks PUD is provided along the southern boundary of the Osprey Point Amended Master Plan, to preserve access for River Oaks to the commercial area, the Connector Road, and to Highway 170. This access easement area shall be granted by Owner to the River Oaks property and to Beaufort County, as grantees, and the grant of this access easement shall take place within 120 days of execution and recording hereof.. Beaufort County shall have no obligation to constuct or maintain such roadway, and no obligation to accept title or responsibility for such roadway. Under the original Development Agreement, Section IV(F), the Connector Road was to be constructed as part of the first phase of Osprey Point development, to provide access across Osprey Point for the expected development of Okatie Marsh. Now that Okatie Marsh has been purchased by the County for Open Space, the Connector Road shall be developed at the time of development of Phase I development; provided, however, that Owner may satisfy this requirement by posting a bond for this road construction at 125% of its estimated cost with Beaufort County, when Phase I development commences, with the commitment to construct the road at the time that fifty percent of the allowed residential density has been permitted for vertical construction. An easement shall be granted to Beaufort County and the River Oaks owner to allow said access, within 120 days of

execution and recording hereof. Beaufort County shall have no obligation to the construction or maintain such roadway. Section VIII(A) of the original Development Agreement is hereby amended to allow such private roads and restricted access within the residential area, and also within open space areas associated with the residential area. As stated above, the planned pathways and trails within the residential area of Osprey Point may likewise be restricted, and the pathway and trail system is amended to provide for the system shown on Exhibit C hereto. Internal interconnectivity, to allow residents of Osprey Point (now to be known as Malind Bluff) to have access to the commercial area, waterfront area, and adjacent properties is retained, and shall be as depicted on Exhibit C for both pathway/trails and roadways. All provisions of the original Development Agreement and PUD to the contrary are hereby amended to conform herewith.

C. Public Park Area/Access. The original Development Agreement and PUD provided for an approximately 13 acre waterfront park area, for the enjoyment of residents within Osprey Point and the adjacent Okatie Marsh developments, with limited access rights for the public. Changes in circumstance and market conditions have now made this plan unnecessary and unworkable. The entire Okatie Marsh development, which includes waterfront property, is now owned by the County as public land. The total Okatie Village residents expected to share in the use of this area within Osprey Point has been reduced by more than 50% (due to the elimination of all Okatie Marsh density, and the substantial reduction of Osprey Point density under this Amendment).

In the light of these changed conditions, and due to the preference for privacy and safety associated with elderly and mature adult (age restricted) development, the waterfront acreage for

open space/park use within Osprey Point is hereby reduced from 13 acres under Section IV(I) of the Development Agreement, to approximately 8.5 acres, as depicted on the attached Exhibit B Master Plan. Public access is no longer required. Environmental standards to protect the adjacent waterway and wetlands are retained in full force and effect. The associated covenants/easements, as required under Section IV(I) of the Development Agreement are likewise no longer required. Section IV(I) of the Development Agreement and the relevant PUD provision are hereby amended, together with any other provision of the Development Agreement and PUD necessary to carry out this Amendment. Given the changes outlined above, and the stated justifications therefor, the existing cottage/lodge, now located on the waterfront, is no longer restricted and may be used for any legal residential or Osprey Point community purpose, and it may be utilized in its existing condition, renovated, replaced, or removed.

D. <u>Design, Construction and Maintenance Contribution to County Park.</u>

Owner agrees to design a passive park area upon the adjacent waterfront owned by the County and construct a passive park area of up to 13 acres on the adjacent County waterfront. This passive park design and construction shall include appropriate clearing, installation of improvements as illustrated on a County Park Conceptual Plan to be submitted prior to final reading hereof, and long term landscape maintenance of any cleared area, with all elements to be approved by County Planning Staff, in consultation with other County officials, consistent with the County Park Conceptual Plan to be developed by Owner, with County approval, prior to final reading hereof. Additionally, Owner will provide a pervious surface parking area for the public to include at least six parking spaces, off Pritcher Road, near Highway 170, on County property. A trail shall be

provided from the parking area to the passive park and said trail may utilize Pritcher Road. Such design and construction shall occur at the time of Owner's permitting and construction within the adjacent Osprey Point waterfront open space, which shall occur prior to the sale of any residential home within Osprey Point. The County will participate, as needed, in any required permits and easements for construction, maintenance, and use of this park area.

E. **Public Safety Site**. The Public Safety Site shall be located within the Commercial/Mixed Use area of the Master Plan. The area to be donated for a Public Safety Site shall be 1/2 acre, sufficient for a Fire/EMS facility, rather than the one acre site originally provided under Section IV(K) of the Development Agreement. Required drainage and open space for the public safety site shall be provided on the adjacent Commercial Area of Owner, so that the 1/2 acre site shall be a buildable area footprint.

F. **Workforce Housing Requirement**. Certain provisions for workforce housing are set forth under Section IV(A) of the Development Agreement. While this requirement remains in force, it is specifically noted and agreed that this requirement shall not be interpreted to prevent development of an age restricted community within Osprey Point. Workforce housing shall be provided within areas of the new Master Plan which are not within the age restricted area. As provided under the original Development Agreement, the requirements to provide Workforce/Affordable Housing apply only to multifamily product (10% of total) and to town home units (15% of total) and do not apply to single family home sites. This provision continues, so that the total of such units to be provided depends upon final product mix within Osprey Point. Notwithstanding the above, Owner agrees that a minimum of 15 residential units will be developed

and offered at sales prices which qualify under the low income or moderate income affordability standards as set forth in the Workforce/Affordable Housing Agreement. Such units shall be developed in the Commercial/Mixed Use Area, provided, however, that Owner shall have the option of paying into a fund established by Beaufort County for affordable housing, in lieu of constructing such housing within Osprey Point, under the same terms and fee structure adopted by Beaufort County for such purposes generally. At the time that fifty percent (50%) of the residential density has been constructed, Owner must elect to make payments in lieu of constructing affordable housing, or commence to construct the required affordable housing, if such has not been sooner accomplished. All required affordable housing must be completed, during the term hereof.

G. **Impact/Development Fee Issues**. No terms of the original Development Agreement regarding fees due under Sections IV(G) and IV(H) are changed by this First Amendment.

H. **Design Guidelines/Residential Design.** The Design Guidelines set forth in Section IV(M) of the Development Agreement (and Exhibit F thereto) are retained for the public area of Osprey Point. The age restricted, residential area will adopt its own design guidelines and review process, by private covenant, and will therefore not be bound by the original Design Guidelines. This change, for the non-public areas only, will provide the Owner/Developer with the needed flexibility to meet the needs and tastes of the age restricted market as development and sales unfold. Additionally, as is the case in most PUD development, internal residential lot, roadway, and layout design, including setbacks within residential lots, shall be at the discretion of

Owner/Developer, so long as the final design does not violate the general layout depicted on the Exhibit B Amended Master Plan.

Notwithstanding the above stated flexibility in residential structure and lot design, Owner hereby commits to expanded spacing of driveway locations in areas where lot sizes average less than 50 feet in width. To this end, driveway locations will be combined to maximize the distance between driveway entrances on the street, for both aesthetic and safety reasons. An illustration of this design concept is attached to demonstrate this principle. . The resulting design shall assure that driveway pairs are separated from other driveway pairs by more than 50 feet, on any roadway section where lot widths average less than 50 feet. It is specifically noted that rear loaded lot access, provided from rear alley ways, is also an acceptable design solution to avoid excessive numbers of driveway locations on streetscapes with average lot width of less than 50 feet in width, and this design solution is also allowed within Osprey Point.

I. **Agreement Not To Annex.** Owner agrees that during the term hereof, and any extension thereof, Owner shall not seek or permit the property to be annexed into Jasper County or the City of Hardeeville. This provision may be enforced by the County by all available legal means, and include all remedies available at law or in equity, including specific performance and injunctive relief.

J. **Development Schedule Amendment.** The original Osprey Point Development Agreement included a Development Schedule provision under Section IV thereof and Exhibit D thereto. Subject to the same reservations and conditions provided under the original Development Agreement and Exhibit D, the Development Schedule is hereby amended as set forth

in Exhibit D hereto.

K. Preliminary Drainage Plan, Water Plan and Sanitary Sewer Plans. Because the essential elements of the PUD remain in the same general areas of the Property as originally contemplated, at reduced densities, the changes to these infrastructure systems are relatively minor, to reflect altered road locations. The system designs all remain within the original design tolerances previously approved. Expected new locations of these infrastructure systems are depicted on the attached Exhibits E, F, and G to the First Amendment, for sanitary sewer, stormwater drainage and water systems, respectively, subject to final engineering and approvals prior to construction.

L. Terms of Agreement/Incorporation/Default. The original Development Agreement and PUD were approved by both parties, effective September 3, 2009. The parties hereby agree that the original Development Agreement, and all Exhibits thereto including the PUD, is hereby incorporated by reference into this First Amendment To Osprey Point Development Agreement and PUD, and further, that said original documents are hereby amended as specifically provided herein, directly or by necessary implication. The term of this First Amendment shall be for five years from the date of execution hereof, provided that the term shall be further extended for an additional five years if neither party hereto is in material default hereunder and if development of the subject property has not been completed within the initial term hereof, and also, extended by any South Carolina laws which extend development permits and agreements generally. Both parties agree that with the adoption and execution hereof, no present defaults exist between the parties and all future activities within Osprey Point shall be

governed by the terms hereof.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES

OWNER:

LCP III, LLC

_____

By:_____

Its:

_____

Attest: _____

Its:

_____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY, that on this ____ day of _____, 2014. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____, and _____known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of LCP III, LLC, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____
Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:

COUNTY OF BEAUFORT

_____

_____
County Council Chairman

_____

Attest:_____
County Clerk - County of Beaufort

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

I HEREBY CERTIFY, that on this ___ day of _____, 2014 before me, the undersigned Notary Public of the state and County aforesaid, personally appeared known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within document, who acknowledged the due execution of the foregoing Development Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____
Notary Public for South Carolina
My Commission Expires:_____

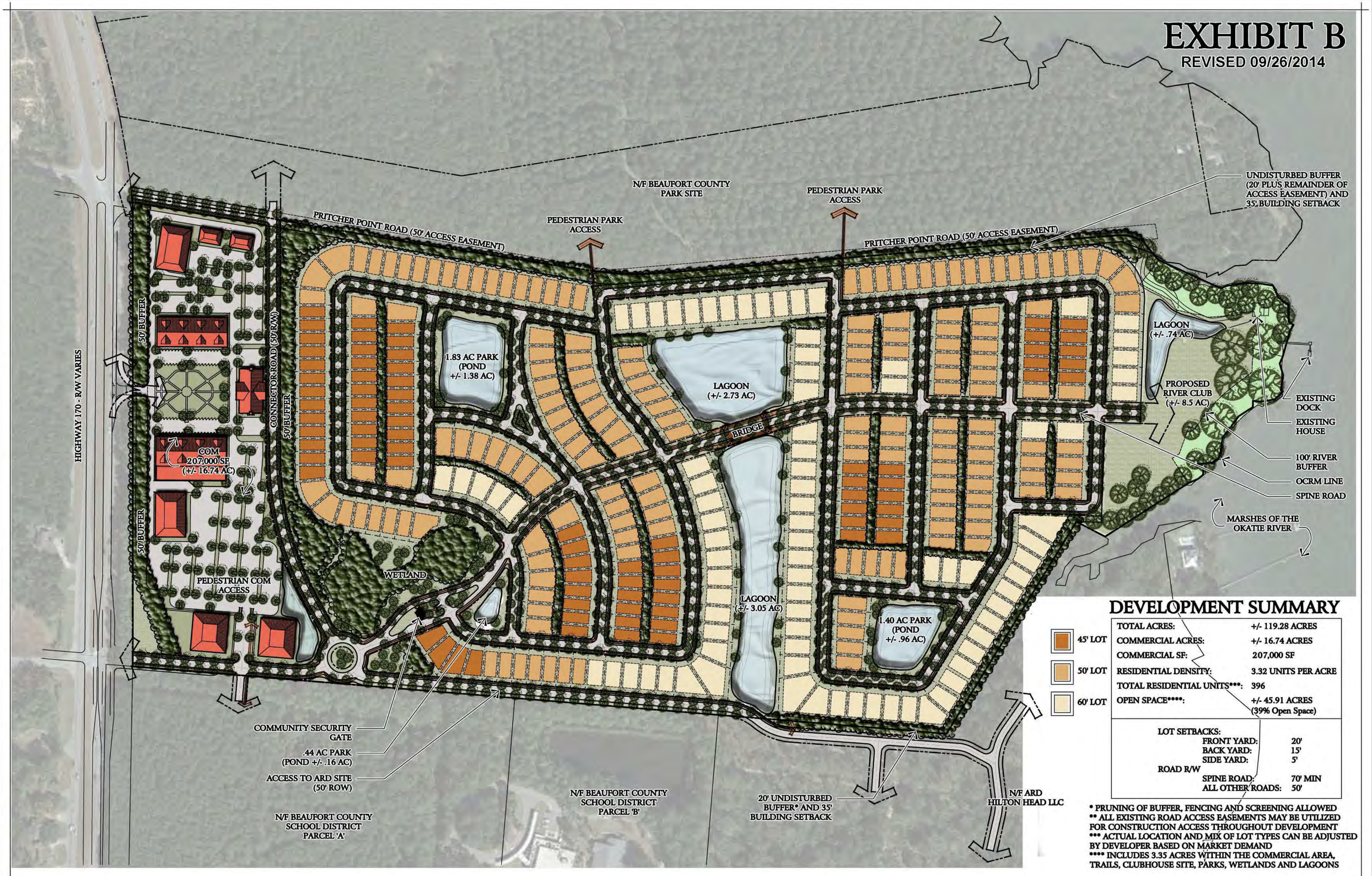
EXHIBIT A

Property Description

The Osprey Point property consists of that certain piece and parcel of real property, and all improvements thereon, located in Beaufort County, South Carolina, containing 119.254 acres, more or less, and more particularly described on a plat prepared by Christensen Khalil Surveyors, Inc. date February 5, 2006, and last revised on June 15, 2007, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 120 at Page 103.

EXHIBIT B

REVISED 09/26/2014



DEVELOPMENT SUMMARY

45' LOT
50' LOT
60' LOT

TOTAL ACRES:	+/- 119.28 ACRES
COMMERCIAL ACRES:	+/- 16.74 ACRES
COMMERCIAL SF:	207,000 SF
RESIDENTIAL DENSITY:	3.32 UNITS PER ACRE
TOTAL RESIDENTIAL UNITS***:	396
OPEN SPACE****:	+/- 45.91 ACRES (39% Open Space)

LOT SETBACKS:

FRONT YARD:	20'
BACK YARD:	15'
SIDE YARD:	5'
ROAD R/W	
SPINE ROAD:	70' MIN
ALL OTHER ROADS:	50'

* PRUNING OF BUFFER, FENCING AND SCREENING ALLOWED
** ALL EXISTING ROAD ACCESS EASEMENTS MAY BE UTILIZED FOR CONSTRUCTION ACCESS THROUGHOUT DEVELOPMENT
*** ACTUAL LOCATION AND MIX OF LOT TYPES CAN BE ADJUSTED BY DEVELOPER BASED ON MARKET DEMAND
**** INCLUDES 3.35 ACRES WITHIN THE COMMERCIAL AREA, TRAILS, CLUBHOUSE SITE, PARKS, WETLANDS AND LAGOONS

PREPARED FOR:
MALIND BLUFF DEVELOPMENT LLC

PREPARED BY:
J. K. TILLER ASSOCIATES, INC.

LAND PLANNING LANDSCAPE ARCHITECTURE
TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909
Voice 843.815.4800 jktiller@jktiller.com Fax: 843.815.4802

OSPREY POINT (MALIND BLUFF) AMENDED MASTER PLAN

BEAUFORT COUNTY, SOUTH CAROLINA

July 29, 2014

GRAPHIC SCALE

NORTH 0 200' 400' 600'

JKT Job Number: 201403-01

T:\Projects\201403-01\-DWGs\MasterPla_FREEHAND_After06172014.dwg.

EXHIBIT C

REVISED 09/26/2014

TRAILS AND OPEN SPACE SUMMARY

TOTAL ACRES:	+/- 119.28 ACRES
COMMERCIAL OPEN SPACE:	+/- 3.35 ACRES (20%)
RESIDENTIAL OPEN SPACE:	+/- 42.46 ACRES
TOTAL TRAILS:	+/- 17,592 LF (+/-3.33 MI)
TOTAL OPEN SPACE**:	+/- 45.81 ACRES
PERCENT OPEN SPACE:	+/- 38.41 %

PROPOSED OPEN SPACE AMENITY USES:
Fishing, Wildlife Viewing, Interpretive Nature Trails, Jogging/walking Trails, Bike Trails, Jr. Olympic Pool, Passive ParksFire Pits, Fishing Docks, Fishing Boardwalks, Kayak/Canoe Storage and Launch, Bocce Ball, Tennis, Pickle Ball, Tot Lot, Dog Park, Walkable Access to COM and Future County Park

* PRUNING OF BUFFER, FENCING AND SCREENING ALLOWED
** INCLUDES 3.35 ACRES WITHIN THE COMMERCIAL AREA, TRAILS, PROPOSED RIVER CLUB SITE, PARKS, WETLANDS AND LAGOONS

PROPOSED MULTI-PURPOSE PEDESTRIAN TRAIL (TYP.)

PREPARED FOR:
MALIND BLUFF DEVELOPMENT LLC

PREPARED BY:
J. K. TILLER ASSOCIATES, INC.

LAND PLANNING LANDSCAPE ARCHITECTURE
TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909
Voice 843.815.4800 jktiller@jktiller.com Fax: 843.815.4802

OSPREY POINT (MALIND BLUFF)
TRAILS AND OPEN SPACE PLAN

BEAUFORT COUNTY, SOUTH CAROLINA

JUNE 2, 2014

GRAPHIC SCALE

NORTH 0 200' 400' 600'

JKT Job Number: 201403-01

T:\Projects\201403-01\-DWGs\Trails_OpenSpace.dwg, TITLE,

Exhibit D

DEVELOPMENT SCHEDULE

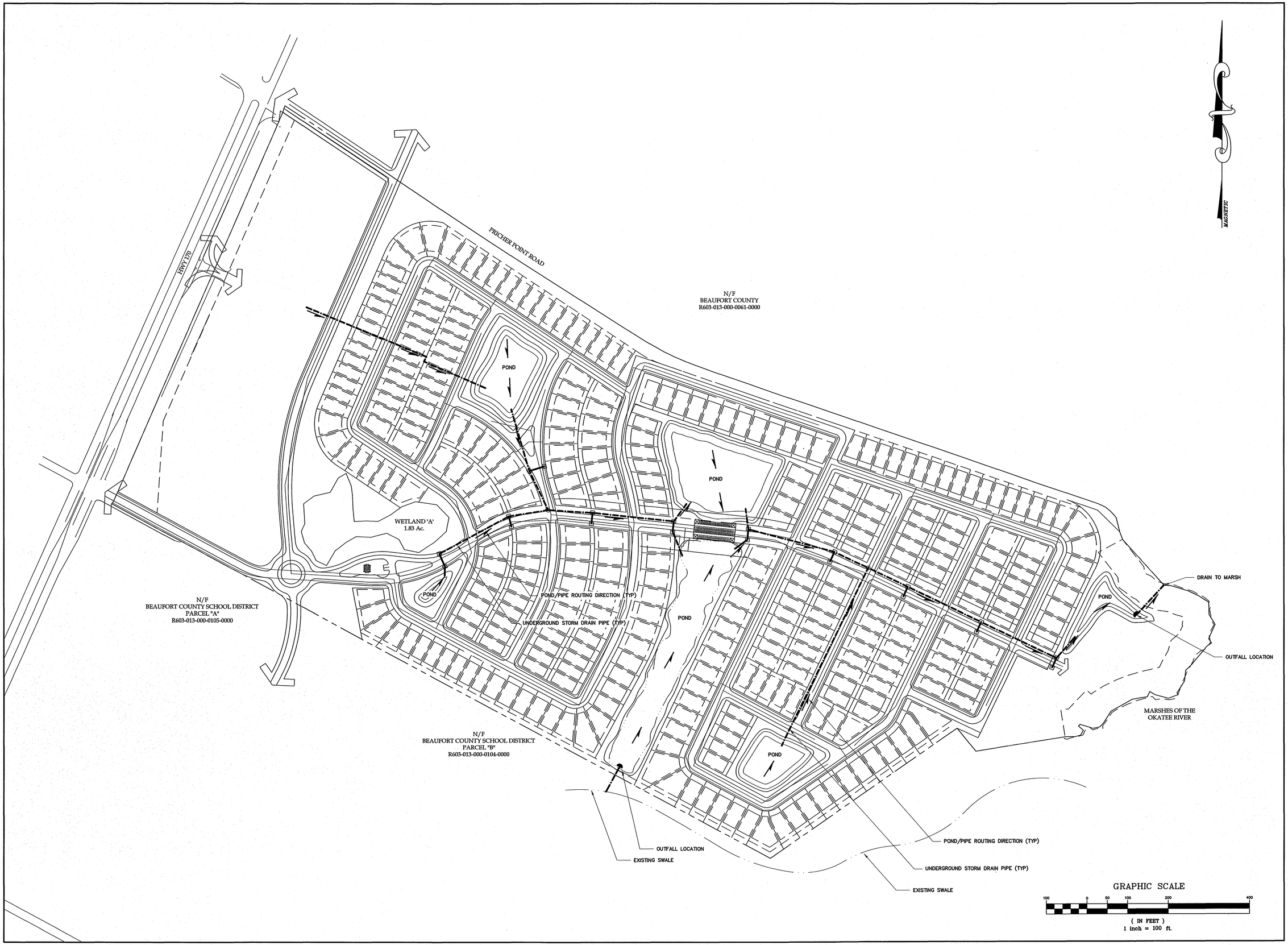
Development of the Property is expected to occur over the five (5) year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as the development evolves over the term:

Year(s) of Commencement / % Completion of Total

Type of Development	**2014/15**	**2015/16**	**2016/17**	**2017/18**	**2018/19**
Commercial (Sq. Ft.)	----	----	----	50%	50%
Residential, Single Family Lots[1]	14.5%	12.9%	14.5%	20.1%	38.1%
Park -- % To Be Completed	50%	50%	----	----	----
Multi-Purpose Trail & Pathways -- % To Be Completed	---	15%	15%	40%	30%

NOTE: As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and actual number of Residential, Single Family Lots developed and Commercial Square Footage developed.

[1] 350 single family units are forecast to remain to be built at the end of five years



SOUTH CAROLINA PROFESSIONAL ENGINEER
CAROLINA ENGINEERING CONSULTANTS INC.
No. 020324
CERTIFICATE OF AUTHORIZATION

PLAN REVISIONS

NO.	DESCRIPTION	DATE
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-

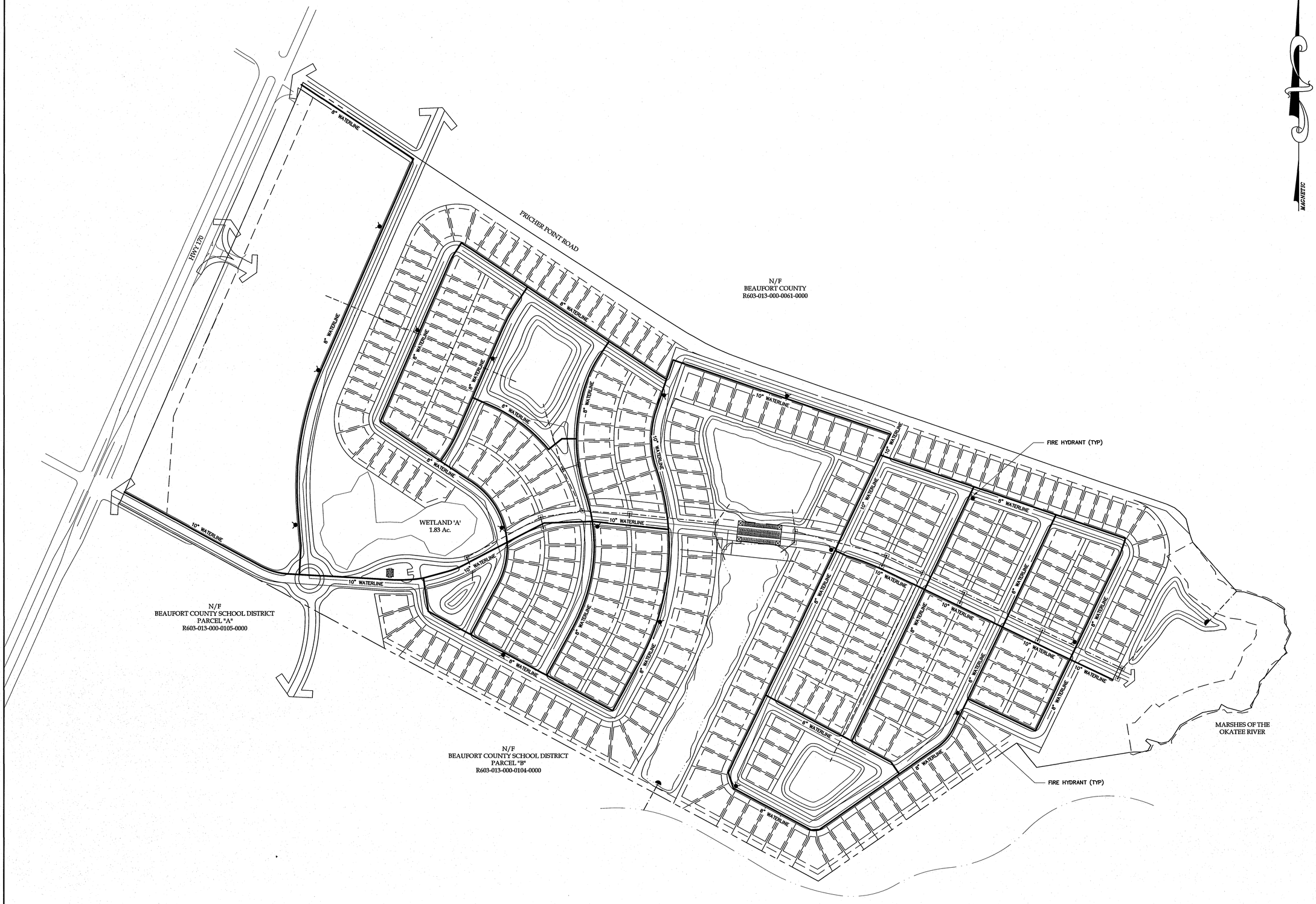
MAYLIN BLUFF
HWY 170
BEAUFORT COUNTY, SC

CAROLINA ENGINEERING CONSULTANTS, INC.
PO BOX 294
BEAUFORT, SC 29901
843/322-0553
843/322-0556 (FAX)
WWW.CAROLINAENGINEERING.COM

PROJECT:	1659
DATE:	06/19/14
REVISED:	06/19/14
DRAWN BY:	TAB
ENGINEER:	JPA
SCALE:	1"=100'

DRAINAGE EXHIBIT

1
OF 1



MAGNETIC

SOUTH CAROLINA CAROLINA ENGINEERING CONSULTANTS INC. No. 002324 CERTIFICATE OF REGISTRATION

*ANY INFRINGEMENT MAY BE SUBJECT TO LEGAL ACTION. THESE PLANS AND DESIGNS INCORPORATED IN THESE DRAWINGS ARE THE PROPERTY OF SAID ENGINEER. THE REPRODUCTION, COPY, OR USE OF THESE PLANS OR THE INFORMATION IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

PLAN REVISIONS

NO.	DESCRIPTION	DATE
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-

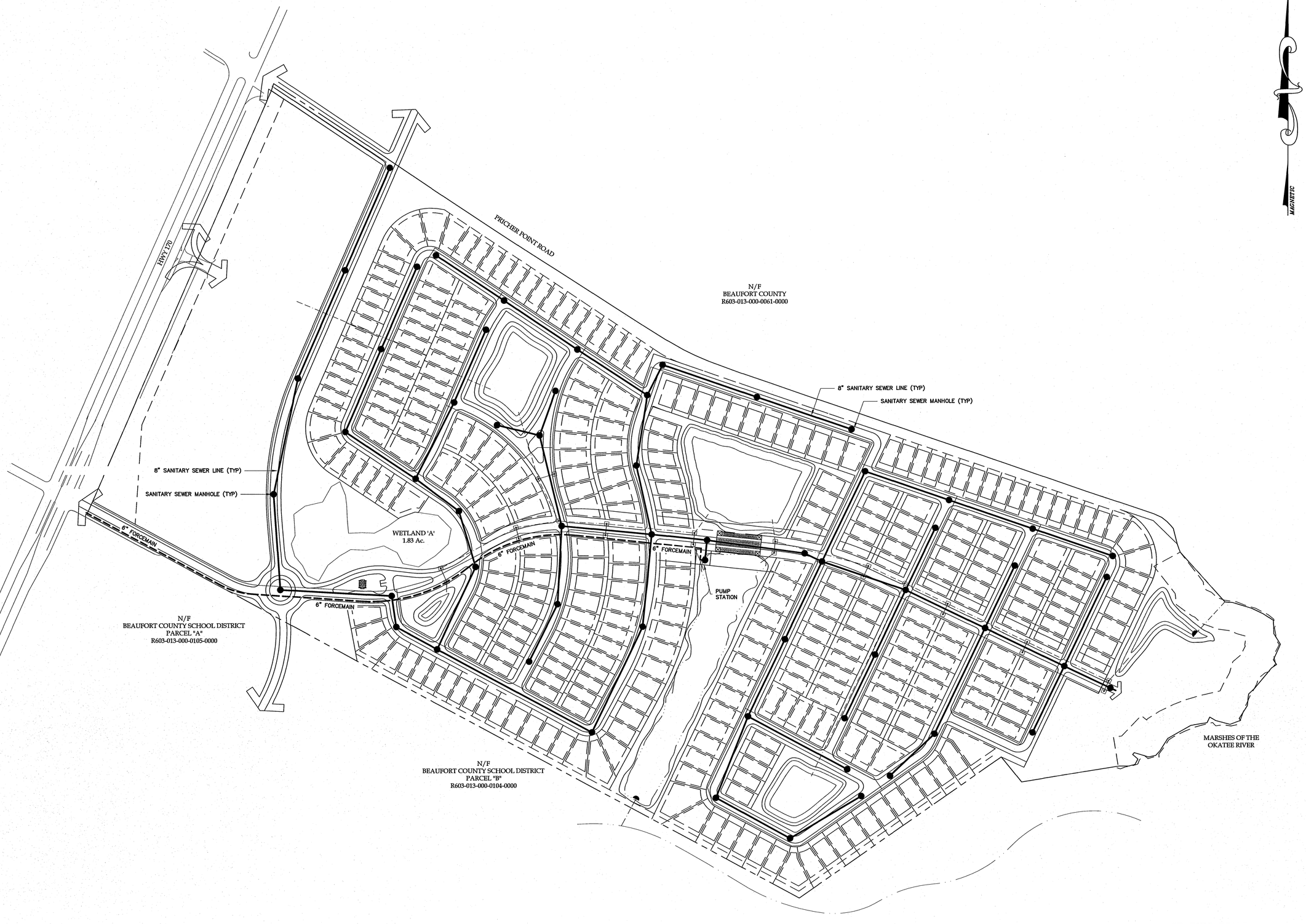
MAYLIN BLUFF
HWY 170
BEAUFORT COUNTY, SC

CAROLINA ENGINEERING CONSULTANTS, INC.
843/322-0553
843/322-0556 (FAX)
PO BOX 294
BEAUFORT, SC 29901
WWW.CAROLINAENGINEERING.COM

PROJECT:	1659
DATE:	06/19/14
REVISED:	06/19/14
DRAWN BY:	TAB
ENGINEER:	JPA
SCALE:	1"=100'

WATER EXHIBIT

1
OF 1



SOUTH CAROLINA CAROLINA ENGINEERING CONSULTANTS INC. No. C02324 CERTIFICATE OF AUTHORIZATION

PLAN REVISIONS

NO.	DESCRIPTION	DATE
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-

MAYLIN BLUFF
HWY 170
BEAUFORT COUNTY, SC

CAROLINA ENGINEERING CONSULTANTS, INC.
PO BOX 294
BEAUFORT, SC 29901
843/322-0553
843/322-0556 (FAX)
WWW.CAROLINAENGINEERING.COM

PROJECT:	1659
DATE:	06/19/14
REVISED:	06/19/14
DRAWN BY:	TAB
ENGINEER:	JPA
SCALE:	1"=100'

SANITARY SEWER EXHIBIT

1
OF 1

EXHIBIT H

STATE OF SOUTH CAROLINA)
) JOINDER OF DEVELOPMENT AGREEMENT
COUNTY OF BEAUFORT)

THIS JOINDER OF DEVELOPMENT AGREEMENT is made this _____th day of _____, 2014 by **Malind Bluff Development, LLC**, its successors and assigns (the "Malind Bluff"), to join in the **Development Agreement (Osprey Point)** (the "Development Agreement"), recorded in Book 2888 at page 169, in the Beaufort County Records, as amended herewith in Book _____ at page _____.

WHEREAS, Malind Bluff is the fee simple owner of the property particularly described as Parcel B on that certain plat of record of the Malind Bluff Community recorded in Plat Book 138 at Page 54 in the Register of Deeds Office for Beaufort County, South Carolina.

NOW, THEREFORE, for consideration, receipt and sufficiency of which are hereby acknowledged, Malind Bluff hereby agrees as follows:

1. To join in the Development Agreement as benefits and affirmative and negative burdens, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, which in equity and at law, touch and concern, benefit and burden, and run with the land and any estates in the Property.

2. That the Development Agreement contains covenants and servitudes which burden and benefit all persons with a real property estate in the property subject to the Development Agreement, including, but not limited to Malind Bluff, whether such estate was created by assignment, succession, inheritance or other method of conveyance.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

Malind Bluff Development, LLC

_____ BY:_____
J. Nathan Duggins, III, Manager

_____

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned Notary, do hereby certify **J. Nathan Duggins, III, in his capacity as Manager of Malind Bluff Development, LLC**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2014.

_____
Notary Public for _____
My Commission Expires:_____

EXHIBIT I

This Exhibit is for illustrative purposes only. It is intended to show that relatively higher residential density is focused on the portion of the residential tract closest to the commercial portion of the PUD property.

N/F BEAUFORT COUNTY
PARK SITE

PRITCHER POINT ROAD (50' ACCESS EASEMENT)

PRITCHER POINT ROAD (50' ACCESS EASEMENT)

HIGHWAY 170 - R/W VARIES

T-4
URBAN
CENTER

T-3
RESIDENTIAL

T-2
RESIDENTIAL

MARSHES OF THE
OKATIE RIVER

N/F BEAUFORT COUNTY
SCHOOL DISTRICT
PARCEL 'A'

N/F BEAUFORT COUNTY
SCHOOL DISTRICT
PARCEL 'B'

N/F ARD
HILTON HEAD LLC

MALIND BLUFF TRANSECTS

MALIND BLUFF T-4 URBAN CENTER	+/-17.21 AC (207,000 SF COM) 20 UNITS MAXIMUM
MALIND BLUFF T-3 RESIDENTIAL	+/-46.95 AC (4.18 UNITS/AC) 196 MAXIUMUM UNITS
MALIND BLUFF T-2 RESIDENTIAL	+/- 55.12 AC (3.26 UNITS/AC) 180 MAXIMUM UNITS
TOTAL MAXIMUM UNITS:	396 UNITS
TOTAL DENSITY:	3.32 UNITS (396 UNITS/+/-119.28 AC)

REVISED OCTOBER 8, 2014

PREPARED FOR:
MALIND BLUFF DEVELOPMENT LLC

PREPARED BY:
J. K. TILLER ASSOCIATES, INC.

LAND PLANNING LANDSCAPE ARCHITECTURE
TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909
Voice 843.815.4800 jktiller@jktiller.com Fax: 843.815.4802

OSPREY POINT (MALIND BLUFF)
TRANSECT MAP

BEAUFORT COUNTY, SOUTH CAROLINA

July 29, 2014

NORTH

GRAPHIC SCALE 0 200' 400' 600'

JKT Job Number: 201403-01

2014 / ____

AN ORDINANCE AUTHORIZING BEAUFORT COUNTY TO QUIT-CLAIM PIN DROP LANE TO BEAUFORT DEALERSHIP PROPERTIES, LLC

WHEREAS, there is a fifty (50') foot right-of-way located adjacent to the Vaden dealership on Highway 170 commonly known as Pin Drop Lane, as shown on that certain Plat dated November 21, 1997 in Plat Book 26, Page 132; and

WHEREAS, Beaufort County never officially accepted this right-of-way and Pin Drop Lane has subsequently been annexed into the City of Beaufort; and

WHEREAS, Beaufort Dealership Properties, LLC, the owner of the Vaden dealership property, is desirous of clearing any title issues related to this right-of-way strip and has requested Beaufort County execute a Quit-Claim Deed conveying any interest it may have to it; and

WHEREAS, Beaufort County has determined that it is in the best interests of its citizens to Quit-Claim said right-of-way to Beaufort Dealership Properties, LLC.

NOW, THEREFORE, Be it Ordained by Beaufort County Council that the County Administrator is hereby authorized to execute a Quit-Claim Deed conveying Pin Drop Lane to Beaufort Dealership Properties, LLC.

DONE this ____ day of October, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading: September 22, 2014
Second Reading: October 13, 2014
Public Hearing:
Third and Final Reading:

ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

BOUHAN FALLIGANT
ATTORNEYS & COUNSELORS AT LAW
447 Bull Street
Savannah, GA 31401
ATTN: Robert B. Brannen, Jr., Esq.
(912) 644-5721
File Number: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUITCLAIM
TITLE TO REAL ESTATE

THIS DEED is made this __ day of _____, 2014, from **BEAUFORT COUNTY, SOUTH CAROLINA** (hereinafter referred to as the "Grantor"), to **BEAUFORT DEALERSHIP PROPERTIES, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee"), whose address is c/o William T. Daniel, Jr., 9393 Abercorn Street, Savannah, Georgia 31406 (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

W I T N E S S E T H, THAT:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, conveyed and quitclaimed, and by these presents does remise, convey and quitclaim unto said Grantee, all of Grantor's right, title and interest in and to that tract or parcel of land lying and being located in Beaufort County, South Carolina, known as **Pin Drop Lane, a 50' R/W**, and being more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

The within Deed was prepared in the office of **Bouhan Falligant LLP, 447 Bull Street, Savannah, Georgia 31401 by Robert B. Brannen, Jr., Esq.**

TO HAVE AND TO HOLD the said described Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the undersigned have signed sealed and delivered this instrument the day and year first written above.

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Witness

GRANTOR:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Attest: _____

Its: _____

STATE OF _____
COUNTY OF _____

I _____ (name of notary) do hereby certify that_____ (name of signer 1) and _____ (name of signer 2), acting in their capacities as _____ (office of signer 1) and _____ (office of signer 2), of Beaufort County, South Carolina (the "County"), personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of the County for the purposes stated in this instrument, and they are personally known to me.

Witness my hand and official seal this the _____ day of _____, 2014.

_____

My commission expires:

[NOTARY SEAL]

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being located in Beaufort County, South Carolina and being shown as a 50' R/W Access Easement on that plat entitled "Plat Prepared For United Telephone Company of the Carolinas, Inc., Beaufort County, South Carolina", prepared by R.D. Trogdon, Jr., R.L.S., dated November 21, 1977, and recorded in Plat Book 26, page 132, Beaufort County, South Carolina, records; said plat being incorporated herein and made a part hereof by this reference.

Said property being a portion of that property conveyed from John M. Trask, a/k/a John M. Trask, Sr., to Burton Properties, by Title to Real Estate Deed, dated October 6, 1975, and recorded in Deed Book 232, page 156, Beaufort County, South Carolina, records.

TMS #: None Assigned

Prepared by:

Robert B. Brannen, Jr., Esq.
Bouhan Falligant LLP
447 Bull Street
Savannah, Georgia 31401

ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic:	Parcel 81
Date Submitted:	October 27, 2014
Submitted By:	Joni Dimond
Venue:	County Council Meeting

October 27, 2014

Beaufort County Council,

Have any of you given any thought to answering my letter of Aug. 25, 2014? In the letter I told you that Kemmerlin had acted as a pretend judge without the appointment by an order of the Supreme Court Justice of South Carolina for two years.

Have any of you been able to locate Parcel 81 that I bought in 1990? Bill Anderson of Town + Country has an ad for the peninsula that is a part of Parcel 81. I'm enclosing a copy of the ad.

I'm also enclosing a portion of a book that helps to spell out alot of this.

Jo Ann Dimond

copy to Sheriff Tanner

Joni Dimond
October 27, 2014
County Council Meeting

FRIPP ISLAND

AMAZING VIEWS
2BDRM, 2.5B, 1431sqft.
$389,000 MLS#136948
Pat Dudley 843.986.3470

DATAW ISLAND

CUSTOM HOME
3BDRM, 3B, 2831sqft.
$409,000 MLS#136352
Nancy Butler 843.384.5445

PRICE REDUCTION

GARAGE APARTMENT
5BDRM, 4.5B, 2424sqft.
$399,900 MLS#139242
Amy McNeal 843.521.7932

HISTORIC DISTRICT

PRICE REDUCTION
CIRCA 1887 Dr. Joshua Whitman house, 4BDRM, 3.5B, 2512sqft.
$439,000 MLS#138192
Robin Leverton 843.812.3344

CAT ISLAND

WATERFRONT HOME
3BDRM, 2.5B, 2200sqft.
$614,900 MLS#138232
The Coastal Beaufort Team
Bryan Gates 843.812.6494

DATAW ISLAND

GOLF & WATER VIEWS
4BDRM, 3.5B, 3052sqft.
$499,900 MLS#138056
Joy Jacobs 843.838.5188

2.7 ACRE LOT

OPEN FLOOR PLAN
3BDRM, 3B, 1942sqft.
$360,000 MLS#139512
Scott Sanders 843.263.1284

FRIPP ISLAND

OCEANFRONT
5BDRM, 4.5B, 3500sqft.
$1,775,000 MLS#139216
Pat Dudley 843.986.3470

SHELL POINT

MARSH VIEW
3BDRM, 2B, 1619sqft.
$225,000 MLS#138996
Gary Glaeser 843.252.7500

COMMERCIAL OPPORTUNITY

HIGH VISIBILITY
Premium 3.25 acre lot in great location at the CORNER of Boundary St & Parris

HIGHWAY FRONTAGE

GREAT LOCATION
Property at the entrance of Parris Island. Lot adjacent is also available. MLS#129166 $225,000
Kim Ackerman 843.321.0383

EXTENSIVE RENOVATION

PRIVATE DEEPWATER DOCK
4BDRM, 3.5B, 2799sqft.
$1,049,000 MLS#139309
Edward Dukes 843.812.5000

MIDTOWN SQUARE

CUSTOM BUILT
2BDRM, 2B, 1400sqft.
$319,000 MLS#138662
Will McCullough 843.441.8286

500 FT OF SHORELINE

WITH GUEST COTTAGE
6 acre deep-water estate tract with sought after south-facing exposure on Lucy Creek. On a bluff, the property enjoys panoramic water views and the prevailing sea breeze. $875,000 MLS#135536 Edward Dukes 843.812.5000

FRIPP ISLAND

OCEAN & GOLF VIEW
4BDRM, 4B, 2400sqft.
$689,000 MLS#139989
The Coastal Beaufort Team
David Polk 843.321.0477

COMMERCIAL OPPORTUNITIES

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Hwy Frontage, Acreage, Buildings

Hwy 170, Parris Island Gateway,
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Port Royal, Trask Parkway,
Lady's Island

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Notes from Joni Dimond About Corruption in Beaufort County.

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Notes from Joni Dimond about the Corruption in Beaufort County.

I'm getting on in life and I need to set the record straight. Over the past number of years the Gazette and the Packet have ignored my letters to the editors.

I have been terrorized by Beaufort County more times than I can remember. If there are others out there who have had the same treatment I would like to hear from you. I didn't have any luck trying to find a RICO attorney during the last 20 years even though I have the law on my side.

Most everything that is done in Beaufort County is illegal because all of the Sea Islands between Charleston, SC and Savannah, Ga., off the coast of South Carolina are territories of the Federal Government and have never belonged to the state of South Carolina. If you live on one of these Sea Islands, the only tax you legally owe is the federal tax. All of the other taxes are illegal. All of the tax sales have been illegal as well.

In 1952 under the Old Submerged Lands Act, the United States Congress tried to give these Sea Islands to South Carolina but President Truman vetoed the Act, keeping the Sea Islands territories belonging to the Federal Government.

When I lived at Wexford Plantation, black landscape maintenance workers were being abused by the white supervisor. I would go to the maintenance and hear how blacks were treated in a sadistic manner by Lee Record, their boss. When I started speaking up about the deplorable situation, I became a target for the "good ole boys". They first called me crazy so that no matter what else I did, my reputation had been destroyed. The maintenance area was a common area owned by all of the homeowners. I was the only one being kept out of the maintenance area. Wexford even hired an officer to sit at the gate to keep me from entering, even though all of the other homeowners could come and go as they pleased there. Once when I was at the maintenance area, the deputies were called and after physically abusing me as I screamed out in pain, I was arrested for trespassing on my own property by the Beaufort County deputies. Someone from Wexford had contacted another "good ole boy", an attorney from Beaufort by the name of Mike Macloskie. He said he would take my case and the cost would be $1500.00. My husband later showed at his office and gave him a check for $1500.00. After this meeting, Macloskie would never answer my phone calls. He obviously decided not to take my case. Finally, after not being able to get in touch with him, I asked his secretary to return my $1500.00

check. Macloskie sent me half ($750.00).....good riddance. Now I was on the hunt for another attorney.

I next found Mr. John Exposito who took the case and I was found innocent of the trespassing charge. Now I was ready to sue Wexford for the false arrest. I was turned down by many attorneys who did not want to sue Wexford. A black attorney, Bernard McIntyre, who was with the Moss Law Firm at the time, said that he would take the case. After keeping me waiting for many months and putting me closer to a time when I wouldn't be able to sue because of the Statute of Limitations running out, I received a strange call from him, in the evening, telling me he could not take the case. I then realized I needed to get away from the "good ole boys" in Beaufort County and went to Charleston. Thinking I was away from the "good ole boys" this new attorney Robinson had also turned out to be one of the "good ole boys". I asked him if he had any connections with Wexford and he said no. It was only later that I learned that one of his brothers owned a lot in Wexford. While my intentions were to sue Wexford, Robinson allowed my time to run out and Wexford sued me. Can you imagine? I always thought this was intentional on Robinson's part. Wexford suing me after they were responsible for my false arrest and the brutality I suffered from being roughed up by the Beaufort County deputies in front of about forty (40) landscape maintenance workers.

More corruption!!!!

Wexford sued me for interfering with the landscape maintenance workers, which I never did. They came to me to borrow money and they would pay me back at the maintenance area.

Tom Taylor, Wexford's attorney at the time, was also chairman of Beaufort County Council. At one of the county council meetings, Tom Taylor asked for a raise for master-in equity. Kemmerlin voted on it even though Kemmerlin was sitting on my case. Do you call this unethical or corruption? At this same meeting I learned that Kemmerlin ws acting as a judge and had been doing so for two years, without an appointment. To be a judge he had to be appointed by the Chief Justice of the South Carolina Supreme Court. He was pretending to be a judge when he was not. This Kemmerlin sat as a judge on my case with Wexford and he had not been appointed a judge until after my case. What this Kemmerlin did was illegal. This cost me millions of dollars through his posing as a judge when he was not. My trial was October 27th, and 28th, 1992 and Kemmerlin was appointed a judge two months later in December 1992. This was as unlawful as you can get. Kemmerlin acted unlawfully when during this same time he ruled that Hilton Head could not have a referendum (vote) as to whether or not a bridge (Cross Island Expressway) could be built. He had not been appointed by a Special Circuit Court Judge at this time either.

Master –In-Equity, Kemmerlin ruled in November 1992 that Wexford's Covenants forbid "for sale" signs and Dimond must remove hers. Here again, no appointment as yet. Because of this illegal order by a conjured up judge, I was also ordered to pay Tom Taylor, Wexford's attorney, approximately $60,000.00. How unlawful was this? He ordered me to pay Wexford approximately $50,000.00 in conjured up fines from this pretend judge. Kemmerlin instituted a $100.00 fine per day on me for not complying with his conjured up order before he was actually appointed a judge. I had put up a wooden sign in my yard that was the same as the signs within

the plantation that noted ownership of underdeveloped lots. I couldn't put up a sign but Wexford could. People in Wexford had signs on yachts in the harbor and on cars. They too were "for sale" signs. The $100.00 a day fine that Kemmerlin levied against me amounted to approximately $40,000.00. He acted unlawfully when he placed sanctions against me. Did this mean that this self appointed boob had no authority to threaten me with the sale of my home for payments for the use of the amenities I was sanctioned against using?

When I first went before Kemmerlin for a hearing he said to my attorney "that woman is crazy" only after I had left the room. With so much corruption in Beaufort County, it becomes difficult trying to remember all of the illegal acts by Beaufort County and those employed by the County.

I was arrested and sent to the Beaufort County Detention Center because I didn't go to Judge Fanning's courtroom when ordered to do so. They called it contempt of court. Wexford wanted me out of there and they did everything possible to make this happen. My house wasn't selling fast enough but none of the other houses in Wexford were selling either. Fanning wanted me to pick one of three real estate agents from Hilton Head and someone picked a price for my house out of a hat. When Fanning came after me, I was using a real estate agent from Beaufort. My home, which was one of the most beautiful homes in Wexford at the time, sold for $420,000.00. A few years thereafter, it sold for two and a half million dollars. More corruption!!!

I was arrested and sent to the Beaufort County Detention center for six months to the day while other inmates were only serving 85% of their time. More corruption!! Having served 6 months for contempt, I would have thought that in the judge's eyes I would have been free to return to my home. No one can keep you from your home when it is bought and paid for. I wasn't about to allow some judge to decide on an agent and how much to sell my home for.

I have two letters and a supplemental order that I will make a part of my notes. Tom Taylor, Wexford's attorney wrote the first secret letter. It was written to my husband's attorney, Paul Klein. Taylor also included a proposed supplemental order. Taylor wanted Klein to review both and then have Klein use his letterhead and pretend that both letter and proposal order would be coming from Klein, when it was Taylor who conjured them up. Then, after Klein made the letter look like it was coming from him, he was to send both back to Taylor so that Taylor could pass them along to Judge Fanning as Klein's dirty work, not Taylor's. Tom Taylor, Wexford's attorney, wrote this secret letter as it was getting close to April 17, 1996, my date to be released from the detention center and he was afraid that I would return to my home in Wexford. Can anyone believe that a judge and Tom Taylor kept me from returning to my home?

The Supplemental Order –

1. The terms and conditions of the court's order dated October 23, 1995 which permanently removed defendant, Jo Ann Dimond from her home at Wexford, remains in effect.
2. Allow Norman Dimond, sheriff & real estate agent to continue showing home.
3. Clerk of Court given permission to sign papers and deeds for Jo Ann.
4. Defendant, Jo Ann Dimond is hereby ordered not to re-enter her home or common areas of Wexford Plantation.

When Tom Taylor was trying to destroy me, he had the shamelessness to call our son who was doing residency at Brown University. I'll never know how he got his phone number. He asked Paul if he would have me committed for three days to have my mental stability weighed. When Paul called me and told me this and wanted to know what was going on in Wexford I didn't know what to say. This can only tell you the lengths that Taylor was willing to go to ruin me and everything I stood for. Taylor is nothing but an Opportunist. I don't know what Paul told Taylor, I can only guess. I hope he told him to climb a pole. This incident can tell you what living in Wexford Plantation became and what my neighbors became...monsters.

About this same time, Blacks were having trouble with Whites taking over many of their roads on Daufuskie Island. I remember that there was to be a meeting on Daufuskie Island about this. All I did, at the time, was to go down to the Jenkins Island dock to try to board the ferry going to Daufuskie Island. Let me tell you the lengths the county, the sheriff's department and the developer on Daufuskie Island went to, to keep me from going to that meeting. This is indeed corruption. On November 7, 1990 at about 3:45 pm Captain Richards told me that he would not take me to Daufuskie Island because only residents & school children were allowed to ride this ferry. (I owned property there at the time.) Anyone could and did ride the ferry as long as they paid the fare. I informed the captain that his boat was a county funded ferry & that my taxes went towards the operation of the ferry and his salary. With that I boarded the ferry. Captain Richards then called the Sheriff's Department. Before the deputies arrived I thought to myself, "why was I being denied transport and who told Capt. Richards not to transport me"? Obviously someone did not want me at the meeting because I had been helping Blacks. By denying me transport, I was denied my basic civil liberty. I will always wonder how a Melrose developer could order the captain of a county funded ferry boat not to transport a particular person. When the deputies arrived, they too, asked me to leave. I retold them my story and informed them of my rights. I was on the verge of arrest when I convinced them to talk to their supervisor. After some deliberation, the deputies must have realized that they had no right to remove me from the boat. This was the extent that the developer went to to keep me from the meeting. The developer then sent in two of the smaller Melrose boats to transport the school children, a few residents and those who rented on Daufuskie Island. The deputies stayed and made sure that I didn't try to board the two private Melrose boats. Very soon thereafter, Captain Richards turned off the ferry's engine and got aboard a deputy's boat to be taken to Daufuskie. One of the local papers wrote that the engine was broken. The only time the engine was turned off was when Captain Richards turned the engine off. Only in the South could the "good ole boys" get away with this. What no one knew that day was that there were two attorneys (Lewis Pitts and Gail Korotkin) from North Carolina waiting to catch the same ferry. Gail taped the entire incident.

Steve Keiser, developer of Melrose, had built his Melrose reception center on top of a Black Cemetery (The Cooper River Cemetery). Lewis Pitts and Gail Korotkin sued Steve Keiser and Melrose to have the reception center removed from the cemetery. It took about five years but Pitts & Korotkin won and the reception center was moved off the cemetery and off of the Blacks' graves.

In 1984 my husband, Norm, and I had taken a vacation on Hilton Head Island and while we were there we bought a lot to build a retirement home. My husband had recently retired from many long, hard years of dentistry and our son, Paul, was about to enter college. I guess I was the only

one looking for a warmer climate and Hilton Head Island seemed ideal at the time. Se we headed back to Long Island and we sold our home within a year. We had no idea what it would be like to live in the South, not to just vacation there. We were willing to give it a try.

The three of us arrived in Hilton Head sometime in 1985 and while building our dram house we rented an apartment for about 8 months. Norm loved golf so that he managed to play golf every day as our new home was directly on the golf course. That first summer, our son Paul, didn't seem to be too happy until he got a job as a lifeguard in Sea Pines. We couldn't believe how lucky we were those first four years. We could have called it heaven. All three of us were very friendly and that may very well have been the start of a drastic change in our lives.

Paul had left for college, Norm became obsessed with his golf game and I had started listening to the Black landscape maintenance workers who were being abused and terrorized by their supervisor, Lee Record.

I took the Blacks' concerns to the Board at Wexford and I soon became known as the troublemaker from up North. The more interest I took in the Blacks' problems, the more our heaven turned to hell. By 1990, my husband and I had agreed on a Separation and he moved to Florida while I stayed on at the house. We split our money evenly and I put the house up for sale and would give Norm half of the sale of the home when it sold.

In 1990 I went to a tax sale of land to specifically tell Blacks not to lose their land if they could help it. I had already taken an interest in the Black community on Hilton Head and Daufuskie Islands as well as the interest of the Blacks who worked at our development in Wexford. In the afternoon of the tax sale, I went to a local bank in Beaufort and withdrew money that I still had in the bank from my husband's and my separation. Going back to the sale, I remember only bidding on unknown properties. I also remember a Black marine who sat next to me while I bid on properties. After the sale he asked me if he could buy one of the properties that I had bought for the exact price that I had paid for the property. We set up a time and a date for him to look at the properties that I had bought. First, I went to the county to look for the properties myself. We next met and looked at the properties together and I told him that he could choose which ever property he wanted. I think his name was McGraw. He decided on 10 acres on Ladies Island that I had bought for $9000.00. We then met at the county and he gave me a check for $9000.00 and I gave him the deed. We had someone at the county help us. The point that I'm trying to make is that I was more than fair because he was Black and a Marine.

At the same sale, I had bought 6 acres of land at Dempsy's Farm. I remember selling the land to Dempsy for what I had paid for it. The impression that I got was that many large landowners (farmers) had a way of gobbling up land next to their farms and never the paperwork that went with it. The same thing happened on Coosaw Island. A large landowner, a Mr. Idly, had been acquiring land near his farms for years. He too did not have the paperwork to go with his acquired land.

Next comes more corruption by the County. I bought 20 acres on Coosaw Island at the same sale. When I paid for the land at the end of the sale, I looked at a map that they had at the auction and I remember the land was shaped like a mushroom and extended to both sides of the

main road, Coosaw River Dr. I also noted that it was not in wetlands, only surrounded by wetlands. I then had a realtor, Mr. Bill Anderson of Town & Country Real Estate, show me where the land was. I also remember at the time, that he had a friend of his, a Mr. David Gasque, do a survey of the land. I also remember the survey was not the same shape as the map at the auction. I also remember Mr. Anderson and Mr. Gasque taking me to where they said my land was and snickering when they told me it was all wetlands. Bill Anderson seemed too nice a guy to be a crook but I had a funny feeling that day when Anderson & Gasque seemed to be having so much fun at my expense. I bought the 20 acres in 1990, Gasque did the survey in 1992 and on the plat, under prepared for someone, had whited out a name and my name was put over this. This plat didn't look anything like the map I had seen at the auction and, by this time, I was very suspicious but I wasn't in any hurry to look for my land as I knew that land doesn't move. What I didn't know was that crooks were making changes at the county on the maps. Also I had not noticed any major changes on my tax bills. In those days I spent a lot of my time driving up and down Coosaw River Dr. in hopes of finding some indication of where my property really was.

In 2004, fourteen years after I bought my property, my tax bill changed dramatically. The value of the land had gone from about $60,000.00 to $5000.00 and the acreage had gone from 20 acres to about 8 acres. When I went to the map room to see what had happened, I was told the property on one side of Coosaw River Dr. (10 acres) had been given to the Beaufort County Land Trust as a gift from a Mrs. Hanna. What meant was that I AND Mrs. Hanna were paying taxes on the same 10 acres of land and the county had drawn part of my supposed land on top of Jane Hanna's land. This was truly corruption. I now knew for sure that someone at the assessor's office had to know of this and was busy making changes on the maps. Mind you, I'm still driving up and down Coosaw River Dr. trying to find my land. One day there it was.....a sign advertising 20 acres for sale by Bill Anderson. I sent him a letter and said that I hoped he was not selling my 20 acres. It was fairly soon after this that I noticed that he lad sold my 20 acres to a Mr. & Mrs. Peter Stangel of Stone Mountain, GA for $350,000.00. At that moment I called Bill Anderson and told him that he would have made the same $30,000.00 commission if he had sold the property for me, at which he answered, "Well then why didn't you ask me to sell it. I couldn't believe my ears. Bill Anderson corrupt? Yes indeed. Now realizing the corruption in Beaufort County, I spent even more time on Coosaw Island and the Assessor's office.

On one of my trips to Coosaw, I met a Mr. Hanna and he told me of an attorney who, at the time, was in the process of taking land from a black woman who wasn't even aware of it. He pointed out to me where her land was located. Holy Cow!! If attorneys could steal your land, no one was safe from the corruption.

In 1995, I was arrested for not showing up at a judge's office. They called it contempt of court and I spent 6 months in the Beaufort County Detention Center. I had to serve 6 months to the day even thought everyone else only had to serve about 85% of their time. More corruption!!! Something very strange happened to me while I was in jail. A former mayor of Beaufort, a county council member and an owner of his own real estate office, Henry Chambers, had Gloria Smalls come to the jail to ask if he could sell some of my properties. He also had Roy Shelton write and ask me the same thing. I told Gloria I would contact Mr. Chambers at a later date. Sometime in 1997 I went to see Mr. Chambers. He listed my 20 acres for $160,000.00. Mr.

Chambers knew where every piece of land was in Beaufort County. The listing was in February 1997.

It read, "Just Listed": Parcel 81 Coosaw River Drive $160,000.00. Just over 19 acres located on tidal creek. Easy access to the deep water of the Atlantic via the Morgan River. Please contact Gloria Smalls.

I asked Mr. Chambers if he could draw an overlay of my property on a map that was colored in red, designating trees on the property. What I learned that day was that all of my 20 acres were covered with trees....timberland....not wetlands. At this point I couldn't tell or even guess the acreage. It was only sometime later that I found another map of my 20 acres at the county. It was the first time I saw tiny arrows going from my 20 acres to many other pieces of land. The total....approximately 100 acres. The arrows indicated lands that were part of the property. It was 1997 and in Mr. Chambers office when he drew the overlay on my property. There it was the same shape that I saw that first day at the auction, the mushroom shape. Here again, more corruption. If Mr. Chambers was advertising my property as 19 acres while knowing full well that I owned approximately 100 acres, he too was a crook.

This is November 2010 and last year I had an attorney try to locate my land and I asked him to call Mr. Chambers and ask him about the overlay he drew on my property. The attorney said that Mr. Chambers didn't have a phone and couldn't be reached by phone. Was Chambers hiding from me and the overlay he drew on my property? Mr. Chambers is still selling real estate. Can anyone believe that if he is in business, why can't he be reached? Could it be that Mr. Chambers doesn't want to be a part of the theft by Beaufort County? I'm beginning to get the picture, the County thought they sold me 20 acres when indeed they sold my 100 acres. One of the little arrows going from my 20 acres to a peninsula with approximately 5 acres was the next property I saw Bill Anderson selling for $850,000.00. There is no end to the corruption in Beaufort County.

I remember Bill Anderson and his wife Elaine taking me to a little place where they told me they had built a little cottage. All I remember about that trip was that I thought it was a nice spot and it was on the water. I have no idea how to get back there but after seeing that a piece of my property was on a peninsula, I wondered if Bill & Elaine took me there to see if I knew who's property it really was? I knew it was more corruption when in 2008 I saw where Bill Anderson was advertising 5.29 acres on a peninsula with a cottage and dock for $850,000.00 at 60 Coosaw River Dr. The County had no record of this. No record of Bill Anderson owning the property or even any buildings on the property. Corruption, corruption, corruption.

The SWU went from $4.00 to $400.00 last year on the Coosaw property. Remember this is the land where the surveyor, Gasque drew my land over Jane Hanna's land and land that is all wetlands. I don't believe anyone is allowed to make any changes on wetlands. More Corruption!

When I decided to take all of this information to the County months ago, they had no answers for me, all they could say was that mistakes were made. Then let the County buy the land back from me and they will have the real deed to the 100 acres. You can't cover corruption that easily by

telling me mistakes were made. If the County made the mistakes, then let them rectify it and pay me for it.

Bobby Reams seemed to be the only one who knew about this. Now Mr. Kubic knows about this as well. Why should I pay taxes on property that I don't even own, property that has gone down in value by $60,000.00, and acreage that has gone from 20 acres to 8 acres. The only reason this happened was that I was on Jane Hanna's property. My property was elsewhere!! One shouldn't have to spend thousands of dollars and 20 years looking for one's property.

I don't intend to stop the pursuit of my property. Why would I, with all the corruption I've come across? My latest thought was to contact the people Bill Anderson sold my 20 acres to and send them a map that shows 100 acres not 20 acres. That was all that I told them. What they have is a conjured up deed for 20 acres and now a map that shows they might own a whole lot more land than they ever dreamed. What they don't is that I have the original deed for the 100 acres.

About now, you must be thinking, "this is an awful lot of corruption", but wait, there's more.

My husband and I bought 8 acres on Daufuskie Island around 1988 and we used Grant Moorehouse (another crook) as our attorney. At the time we didn't know that he was a crook. My husband was getting a little forgetful at the time...a perfect situation for Moorehouse to convince him that he had only bought 4 acres instead of 8 acres. Moorehouse had been sent to prison for a number of years for corruption and when he got out I would see him at McDonalds from time to time and I would always think to myself that I wanted to send him back to prison for stealing 4 acres from us. Moorehouse copied a deed and the signatures at the bottom of the deed in the theft.

Attorney Grant Moorehouse made up a deed-392-393-394-395- saying that he, Moorehouse, paid $100,000.00 to F.J.S.G.P., a Delaware General Partnership, of 4600 New Linden Hill Rd., Wilmington, DE. District 560 – map 26 – Parcel 24B – with copied names at the bottom of the deed.

There was no Delaware General Partnership that Grant Moorehouse bought this property from. At this time, Moorehouse didn't have any money, let alone $100,000.00 to buy anything with. If I were to guess what F.J.S.G.P. stood for, it would be, F___, Joni, Son, & General Partner (my husband Norm). these were the 4 acres Moorehouse stole from the Dimond Family. The district number 560 was also incorrect. It should have been District 800. The names at the bottom of the deed 392 were Charles Cauthen, President; Miriam Salgado, Secretary along with the witnesses. Curtis Coltrane and Brandon Trotter were copied from deed 12162. In this deed, Moorehouse changed Parcel number from 24C to 24B. Charles Cauthen, President of the Daufuskie Company never sold any land to Grand Moorehouse that I know of.

My husband, Dr. Norman Dimond and Jo Ann Dimond took out an equity loan of $160,000.00 from Nations Bank of South Carolina to buy 8 acres on Daufuskie Island. At the time, acreage on Daufuskie Island was selling for $20,000.00 acre. After Grant Moorehouse stole 4 acres of our 8 acres, he obviously couldn't make the interest payments on the loan to Nations Bank of South Carolina and the four acres went up sale. So that on February 6, 1995, who else but

Master-In-Equity, Thomas Kemmerlin Jr. sold four of our eight acres on Daufuskie Island – Parcel 1 of Tract A – Prospect Hill – 800-26-00-24B-00. These four acres were sold to the Wingard Brothers (Bert & Steve) for $66,000.00 at a tax sale by Kemmerlin.

My husband sold our other 4 acres (R-800-027-000-0024-0000) approximately February 2008. The next corruption I want to talk about involves the old Port Royal Railroad that runs from Port Royal to Yamassee. When this 26 mile railway was built, land was taken from the people who were never compensated for this land grab. So because of the manner in which these 500 acres were taken, it was decided that if the railroad ever stopped running the tracks and the land the tracks were on would revert back to the people who lived along the railway. As I understand it, Beaufort Jasper Water and Sewer Authority (BJWSA) and Mr. Moss have had an interest in these tracks for a long time. If taken up, these tracks are worth $ 3,000,000.00 in scrap. BJWSA has wanted to remove these tracks for years and run water/sewer service to Yamassee on the backs of the poor who live along the old railway. Last year in October 2009 many of the local politicians and businessmen approximately 30 groups wrote to Hurdle and Szabat of the Transportation Dept. in Washington, DC to try to get $25 million for some of this project. It was called the Tiger Grant. At the same time, I also wrote to the same two people with a copy of my letter to go to the President of the United States. In my letter I explained that what Beaufort County wasted to do was to build a 15 ft. wide asphalt road in the backyards of the poor. This road would be like a bike trail for the wealthy tourists and Governor Sanford. This project that calls for job creation for the locals will be much like those who were promised jobs at Del Webb and Sun City, where the developers brought their own workers from Arizona to South Carolina and if I were to guess, I would guess illegal workers. This project would terrorize the people who live along the railway. Would their property values go down? There will be lights, benches and bicycle racks in their backyards along with small busses picking up cyclists too tired to finish the trail.

I told the President of the United States if this Tiger Grand was given to Beaufort County that he and the Transportation Dept. of Washington, DC would be responsible forever for extortion of land and rails from the poor who live along the railway tracks, those who truly own the land.

The Tiger Grant was denied. I have heard that someone has started to take up the rails anyway. This same kind of situation happened in 1990 when Beaufort County and Mr. Chambers, who I believe was Mayor of Beaufort at the time took grant money that was designated to help restore older homes owned by the poor and Blacks of Beaufort County and used their grant money to develop Dataw Island Plantation's water & sewer system, an upscale St. Helena Island Plantation for the wealthy Whites.

There are other bad decisions that have been made as well. The Hilton Head Island Airport comes to mind. On October 27, 2010 Beaufort county Council and the Town of Hilton Head Island voted to extend the Hilton Head Island Airport from 4,300 ft. to as much as 5,400 ft. How disgraceful!! Need I say more?

In the 25 years I've been on this island, I have seen the Black population in Beaufort County taken advantage of so many times. How often did I see Perry White and his wife at Town & Country meetings asking that the airport not be extended as it would again affect the Black

Community. I would think the Whites would have had plenty to do for their retirement, other than researching, writing letters, sitting for hundreds of hours waiting for their turn to read their letters. All the Whites wanted was to be left alone. The question as to extend the runway or not has been ongoing for many years. The Whites were worried that their 120 yr. old St. James Baptist Church, at the end of the runway, would be affected. By keeping the airport within the existing airport property, the threat was gone. Do I believe this? No. The Whites should have saved their breath for all the good it did them.

Some of my thoughts about the Mayor, Tom Peeples, and the town seem a little sketchy when I try to remember a water situation on Hilton Head Island. I believe the people, mostly Blacks who live on the North end of the island, had the "rights" to go to the deep Floridian Aquifer for their water. "However" and I don't know exactly how "However" played out. I think the Town took these "rights" to the South end of the island and for $10 million, people in Plantations where connected into this aquifer system thus leaving the Blacks on the North end of the island with the Tritium laced Savannah River water for their drinking source.

Getting back to me, I'm still waiting to see if corruption plays a part in another piece of property I own on Daufuskie Island. I think it was approximately 1992 when I bought ¼ acre on the Cooper River on Daufuskie Island. I thought the property was quite beautiful and I also had planned to build a little cottage there. Last year in Sept. 2009 I spoke to someone about selling my property on Daufuskie and was told that the County had a plan that they had been working on for a few years. The plan was called the Portal Plan. The county had intended to make a boardwalk 75 ft. wide and about 400 ft. long connecting Melrose Plantation and the Webb Track. My property was directly in the middle of the proposed boardwalk. Property owners who surround the land intended for the Portal Plan had been going to meetings on Daufuskie Island for about once a month for two years. No one at the County ever notified me about the plan or the meetings. I went to the planning board and spoke with Brian Herrmann who showed me pictures of my property drawn on the plan as the Portal Pavilion. Imagine my surprise!! The County drawing up plans for my property and what they intended to build on my property when they didn't own it. Here again I was going to sit and wait for the County's next move. This was about one year ago in 2009. Would there be more corruption now that the County knew that I became aware of their plan for my property? The County never made an offer to me for this property. I recently read that on November 1, 2010 public comment would e received on the Beaufort County Zoning Map Amendment for Daufuskie Island to reflect the new zoning districts. Being unable to attend this meeting I called Brian Herrmann to see if any changes had been made in reference to my property, R-800-024-000-001A-0000- 1 Cooper River. He never returned my calls. So I then called Beaufort County Planning Director, Tony Criscitiello and asked him about my property on Daufuskie Island. He said that he would get back to me; he never did. What this tells me is that two people from the planning department not only didn't have the courtesy to return my calls, they avoided their obligations. The only way this could happen is that they had to be told that getting back to Joni Dimond was not necessary. I would think that this would have to come from Mr. Kubic, The Administrator.

Joni Dimond

82 Forest Cove

Hilton Head Island, SC 29928

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Topic:	Proposed Text Amendment to Commercial Fishing Village Overlay District
Date Submitted:	October 27, 2014
Submitted By:	David Tedder
Venue:	County Council Meeting

LAW OFFICES OF

Barrett Boulware **David L. Tedder, P.A.**

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October 27, 2014

Beaufort County Council
c/o Paul Sommerville, Chairman
By e-mail to psommerville@bcgov.net

Re: Amendments to Commercial Fishing Village Overlay District - October 27, 2014 Second Reading

Dear Ladies and Gentlemen of Beaufort County Council:

I am certain you are aware of my representation of the owners and operators of the facilities generally referred to a Golden Dock on Eddings Point Road, where there is an on-going jellyball unloading and transport operation which began this past Spring to supplement the other operations occurring at this facility for decades. I am submitting this letter in opposition to the proposed changes on their behalf.

Our objections have been stated earlier at the Planning Commission, County Council Natural Resources, and at first reading by Council. To reiterate, we believe the amendments are not lawful or justified, and contain no meaningful standards by which anyone could attempt to comply. The State has standards which can be met, and the County's proposed imposition of open-ended and unstated future requirements is not proper. My clients are clearly being singled out for oppressive and particular treatment without a sound rational basis. Further objections are to the sunset provision, which neither takes into account the seasonal nature of the seafood industry in regards to abandonment, as well as the fact the amendments do not take into account the significant financial expenditures made at this site in the recent past to support the operations the County now seeks to sunset. We urge the Council to reconsider, and provide, as earlier requested, that the amendment be modified to simply provide that all uses in the Commercial Fishing Village Overlay District be subject to the acquisition of all required State permits.

Respectfully,

David L. Tedder

cc: Ronnie L. Crosby, Esq.
Barrett Boulware
Sue Rainey, Clerk to Council
Josh Gruber, County Attorney

David Tedder

October 27, 2014

County Council Meeting

Topic:	Proposed Text Amendment to Commercial Fishing Village Overlay District
Date Submitted:	October 27, 2014
Submitted By:	Frank Roberts
Venue:	County Council Meeting

153 Bull Point Dr.
Seabrook, SC 29940

Monday, October 27, 2014

The Honorable D. Paul Sommerville
Chairman
County Council of Beaufort County
100 Ribaut Road
P. O. Drawer 1228
Beaufort, SC 29901-1228

Dear Chairman Sommerville:

I fully support the Special Use text amendment to CFV that anyone who wants to offload or process jellyfish in Beaufort County be required to provide scientific (aquaculture) data to insure that neither process harms our environment or economy. The generation of an odor similar to that created in Darien, GA would have a disastrous pact on tourism in Beaufort.

At the November 20th Council meeting several people spoke about the noise generated by the F-35B. Unfortunately, I believe the training squadrons will generate many more such complaints as they become operational unless auxiliary airfields are built in much less populated areas.

As a former Marine Aviation fixed wing and rotary wing instructor, a much high percentage of training for pilots flying aircraft capable of performing short field takeoffs and vertical landings is focused on landing procedures and operations, especially carrier qualification training. The noise level generated by short field takeoffs and vertical landings is the highest of all operational procedures. Therefore, we should anticipate a very significant increase in complaints from Beaufort residents, possibly to the point of closing the Marine Corps Air Station.

In order to avoid such a disaster, County and State representatives should conjoin to find a very sparse area in SC that is suitable for the Marine Corps to build auxiliary airfields to conduct the takeoff and landing training operations. I believe the Marine Corps has defined the size and type of property needed to support the auxiliary airfield training operation.

Sincerely,

Frank H. Roberts, Sr.

Frank Roberts, Sr.

October 27, 2014

County Council Meeting

)HEC Lifts Shellfish Ban, Puts Curbs On Beaufort Plant

)hn Smalls
I'm Gonna Wait And See

By KEN BURGER
Post-Courier Reporter

BEAUFORT — The sun was setting low on the Whale Branch River when John Smalls got word that the Department of Health and Environmental Control was lifing its ban on picking oysters along the banks of his favorite fishing hole.

"They put those signs up last year, but I knew there was something wrong before they put 'em up," said Smalls as he climbed into his weather-beaten jon boat and jerked the cord on an old 10-horse Johnson.

"That's why I don't know if I believe them now that they say everything's all right and they're gonna take the signs down. I'm gonna wait and see how the critters do before I believe it," he said.

Smalls and many others here have been waiting for things on the river to get better. He says crabbing and shrimping in the river "ain't been nothing" for the past several years. "I don't know where they went, but they sure left here."

Thursday, DHEC officials proudly proclaimed that water quality on Whale Branch River and Huspah Creek has improved and they will remove the signs that warn the public not to pick or eat the oysters due to contamination.

The shellfish beds were closed last year because of bacterial problems, but have remained closed because of chemical pollutants. These chemicals showed up when DHEC was running samples to test for pollution from a nearby chemical plant — Venture Chemicals Inc.

Venture Chemical, near Lobeco, discharges effluent from its plant into Campbell Creek, a small tributary of Whales Branch. When DHEC tested Campbell Creek in 1983, they found more than 60 toxins and carcinagins in the water and the shellfish and started pointing the finger at Venture.

Although the samples were taken in 1983, the beds weren't closed until May of 1984 and the report was not made public until December 1984. That's when the Beaufort County Council demanded answers.

DHEC quickly tested the waters and wildlife last December and came back to council Thursday with its findings — which were good and bad.

Robert G. Gross, DHEC's chief of water pollution control, said Thursday that water quality in the area had improved to the point where the oyster beds could be reopened.

He said the report indicated no significant quantities of heavy metals or chemical pollutants in the shellfish meats around the area.

He added, however, that traces of PCB (polychlorinated biphenyl), a suspected cancer-causing agent, were found around the discharge point for Venture Chemical.

"We found PCBs around the plant's outfall, but only in the sediment," Gross said. "That wasn't there at all when we did the other studies. We went back to the company, but it is highly unlikely they are produced by what they manufacture. Right now, the source is unknown."

Gross said PCBs generally come from electrical equipment, because it is widely used in electrical transformers. "We checked all the transformers in the area and none were leaking. We don't know where they came from. There is no imminent danger, but it is a major concern for us as to where they came from."

Trying to track down the PCBs only will be part of modifications which DHEC is imposing on Venture in order to re-issue a permit for the 20-year-old chemical plant.

"Because most of the chemicals we found in 1983 are no longer in Campbell Creek, we think there has been significant improvement," Gross said. "It's an improving situation and we expect it to continue to improve. But they (Venture) are not where they need to be."

Gross said DHEC will continue to monitor Campbell Creek, but also im-

See Ban Lifted, Page 2-B

sses Residents

ison want all prop- il) a good think we the mid- " Moody y of the re assets nd land- said he has been a Drayton on the Ashley resident since 1973

Nancy Phillips, a member of the Middleton Place Hounds Hunt Club, said, "The thought of being able to glimpse more condominium tops and maybe even a traffic light to stop my beautiful ride is just a horrible thought."

Ms Phillips said she has been riding horses in the Highway 61 area for the past six years. Each ride brings new astonishment about the surrounding developments, she said.

Victor Lipe, chairman of the Highway 61 Joint Commission and a resident of Ashley Towne Landing, said, "We need help and we need relief, but we've got to use sound minds and cool heads."

Lipe played a major part in encouraging residents to attend Tuesday's hearing held before the zoning vote. He said the commission would discuss the McLaura Hall loss at its next meeting, March 28.

...Ban Lifted

Continued From Page 1-B

posed tighter restrictions on the chemical company, including:

- New limits on bacteria in the discharge.
- Additional controls on chlorine levels.
- Periodic chemical monitoring of the effluent.
- Periodic monitoring of the oysters.
- Additional biological testing in the effluent and in the stream.

Gross said the reason for the improvement in the test results was due to certain measures taken by Venture Chemical in the past year.

"The company has taken off line several of their products," he said. "The effluent here used to be colored at the discharge. Now it is clear. They have increased performance of their waste treatment plant and implemented other site management plans which have reduced runoff.

"We think this has made a big difference, and we think it will continue to get better," Gross said.

For the most part, members of County Council were pleased with the DHEC report.

"I'm delighted with the new restrictions," said Janet Sawyer who was one of the leaders against Venture Chemical last year. "I think DHEC is taking the right steps."

The chairman of County Council, Martha Baumberger, also was satisfied with the results.

"I'm comfortable with it," she said.

John Meeks, plant manager for Venture, said he would not appeal the DHEC modifications, but wonders if the company can withstand the restrictions economically.

"This is going to add a substantial amount to the cost of our product," Meeks said. "Hopefully, we're only talking about six to ten percent, but this could come very close to putting us out of business."

That wouldn't bother John Smalls.

"Nobody should be dumping nothing into these waters," Smalls said as he turned the jon boat back towards the landing.

eginning To Turn 'Green' Dee's Swamp Fox Golf

h Marion may never have mushie niblick, but Canadi- nericans are being lured in he "unharried and uncrowd- e Dee

are putting a dent in Myrtle nbury, golf coordinator for don't believe they are too

ations director for Myrtle "We really haven't noticed ox golf packages," he said we're booked solid on every h this week's Canadian- the totals from north of the

d the 14 courses on Swamp s are getting their share of loans. Pennsylvanians and

alk to the average person ldn't believe people would golf on vacation," she said began in 1972 as a promo- hotels along Interstate 95. l Pee Dee counties. From m the golf packages have Dusenbury pointed out for the spring" staying an ars ago, the figure would aid.

still well below the Grand Strand totals. Some of the busier courses in the late spring book 600 people in a single day, with a foursome teeing off every eight minutes, said Hart.

On the Pee Dee courses, "most come on Friday through Sunday and stay to the next Friday through Sunday," Mrs. Dusenbury said. Like the Grand Strand, the peak spring season is mid-February through April, with golfers arriving again in September and playing through December, she said.

The Swamp Fox package includes courses near Dillon, Nichols, Hartsville, Marion, Florence, Darlington, Turbeville, Johnsonville, Lake City, Manning and Santee on Lake Marion.

She said the golf vacation deals have not only helped the Pee Dee courses and hotels but also area restaurants and other businesses.

Visitors first began playing the courses after seeing advertisements in northern newspapers and magazines promoting "unharried and uncrowded golf," she said. "For the most part, we're not all that busy, especially during the week," she noted.

The golfers often want to play 36 holes per day, which they can do in six to seven hours. It would take about the same amount of time to play 18 holes on some Myrtle Beach courses, said Ray Scott, club professional at Oakdale Golf Club in Florence.

"We sure wish we could accomodate more golfers," Hart acknowledged. "We've got a product that people want."

But as evidence that Grand Strand golf is still booming, nine new courses are under construction from Pawleys Island to North Myrtle Beach. They will jump the area's total number of courses to 48.

Antidegradation/Alternative Analysis

For

New or Expanded NPDES Discharges

CAROLINA JELLY BALLS LLC

SEABROOK, SOUTH CAROLINA

Robert G. Gross, P.E.

October 29, 2013
Date

The Beaufort Group, LLC
Ladys Island, South Carolina
October 2013

SUMMARY

A new seafood processing plant plans to begin operations in Seabrook in Beaufort County, South Carolina. Carolina Jelly Balls LLC plans to unload cannonball jellyfish from boats at existing docks at 1111 11th Street in Port Royal, SC and transfer them to an existing warehouse in Seabrook, SC to process them for export to Asian countries. Carolina Jelly Balls has reviewed the options for managing the resulting wastewater and determined that there is no feasible alternative to discharging it from the facility in Seabrook, SC into Campbell Creek.

The new seafood processing facility will be located at the site of the now-closed Arr Maz chemical plant. Arr Maz was issued NPDES permit number SC0000914 for the discharge of treated organic chemical manufacturing wastewater into Campbell Creek. Numerous studies demonstrated that chemical plant discharge had no adverse effect on Campbell Creek. Since the discharge of seafood processing wastewater is much more compatible with Campbell Creek than treated organic chemical wastewater, no adverse effects from the Carolina Jelly Balls operations are anticipated.

BACKGROUND

Carolina Jelly Balls is planning a new seafood processing facility in an existing warehouse in Seabrook in Beaufort County, South Carolina. This new facility will

result in employment and increased tax base for local revenue. The production will generate wastewater that must be disposed of.

PRODUCTION AND WASTEWATER GENERATION

Processing dried jellyfish is a relatively simply process with only two components used in the dehydration process:

1. Packing Salt
2. Food Grade Aluminum Sulfate (also known as Alum)

The process takes a total of about 8 days from start to finish. A typical load of jellyfish from the boats is from 30,000 to 50,000 lbs per load. The plant will be designed for three to five loads per week or about 200,000 to 250,000 lbs per week of jellyfish from the boats. The end yield of dried product is around round 12% to 15% of the original weight.

The "de-colorization" process or rolling tanks that will be at the facility will be nine feet in diameter and will hold approximately 1000 pounds of jellyfish parts in 1000 gallons of a mixture of saltwater and alum with a target concentration of 2% Alum. Therefore, a load of 30,000 lbs of Jellyfish will require 30,000 gallons of salt water with concentrations of 2% alum (food grade aluminum sulfate). This is the first stage of the processing after the jellyfish have been "shucked" or the body has been removed from the cap of the jellyfish.

The wastewater characteristics are expected to be:

BOD_5	1,000 mg/L
TSS	1,300 mg/L
Ammonia	40 mg/L
Aluminum	1,000 mg/L

The wastewater will be compatible with the receiving stream (Campbell Creek) as the fish and other aquatic organisms in the creek will rapidly consume the organic matter, which is the source of the BOD_5, TSS, and ammonia.

EVALUATION OF WASTEWATER DISPOSAL OPTIONS

Water Recycle or Reuse

Carolina Jelly Balls will recycle/reuse the water in the de-colorization tanks after being filtered. One tank of water will be used roughly five times before it will be discarded and discharged.

Use of Other Discharge Location

There are no other receiving streams anywhere near the proposed plant. Discharge relocation, therefore, is not a viable alternative.

Connection to WWTP

There are publicly owned treatment plants (POTWs) anywhere near the proposed facility.

Land Application

Land application of the wastewater is infeasible due to the high salinity of the water. It certainly would cause the chloride level of the shallow groundwater to exceed drinking water standards. The effluent would need to be desalinated reduce the salt level to 250 mg/L, which is the secondary MCL. Desalination would involve reverse osmosis, which has a very high capital and operating cost. Desalination is cost prohibitive. Moreover, there are no potential land application sites near the proposed processing site.

Product or Raw Material Substitution

No product or raw material substitutions are feasible. There is no other process or other Carolina Jelly Balls facility capable of processing jellyfish.

ECONOMIC BENEFITS

The production facilities will cost roughly $250,000 to construct, much of which will benefit the local economy. Approximately 30-40 jobs will be created for the construction of these facilities, and at least 80-100 permanent Carolina Jelly Balls jobs will result from this new facility. The estimated permanent economic benefit to the local economy is roughly $3,000,000 annually.

CONCLUSION

The only feasible option for disposing of the wastewater is to discharge it to Campbell Creek.

Coastal Georgia shrimpers turn to jellyfish to make money

Posted: May 15, 2011 - 10:00pm | **Updated:** June 7, 2011 - 9:10am
Back | Next

By Mary Landers

The catch, about a ton of it, splats onto the deck of the shrimper Miss Bertha. Thousands of softball-sized globes glisten in the sun, then slide down a tray into the boat's belly.

Welcome to Georgia's third-largest commercial fishery by weight: cannonball jellyfish.

The stingless jellies, scientifically Stomolophus meleagris, are keeping shrimpers who once shunned them financially afloat.

Howell Boone, 53, is one of them. He bought this 80-foot boat specifically for jellyballing after Georgia's shrimp fishery got squeezed by high fuel prices and cheap imported shrimp. The Darien resident now hauls in as many jellyfish as the only processor can handle — 60,000 pounds at a time.

On a recent Tuesday, with 3-foot seas rocking the boat off Sapelo Island and the tide coming in, the first haul proved less than ideal. Because the going price is 6 cents a pound, Boone relies on high volume to make each jellyballing trip a money maker. He won't go home until the hold overflows.

"We can get by with it," Boone said of the first drag. "But we need a fatter bag."

So the nets are lowered and the Miss Bertha and her crew of four keeps searching for jellies.

In Georgia, jellyfish are an experimental fishery that's been permitted since 1998, said Jim Page, a marine biologist with the Georgia Department of Natural Resources.

Fishermen must use a device that keeps sea turtles out of the nets when they're fishing in state waters, which extend three miles out from the beach. In federal waters from three to 200 miles offshore, jellyfish aren't recognized as a fishery, making it more of a free-for-all.

Consequently, Boone and other jellyball fishermen — there are five boats in the fishery — prefer to go out past state waters.

It's not that Boone's not concerned about turtles. In fact, he's just returned from a trip to California to accept the Sea Turtle Champion Award from the International Sea Turtle Society on behalf of his late father, Sinkey Boone.

The honor stemmed from the elder Boone's work on the turtle excluder device that's credited with preventing thousands of turtles from drowning in shrimp nets. Howell Boone has modified the design recently to make sure larger leatherback sea turtles can escape the nets, too.

But turtle excluders also exclude jellyfish, Boone said. He should know, since it was jellyfish Sinkey was initially trying to exclude. Frustrated by how jellyballs clogged up his nets, he sewed into his gear a circular grate — picture a barbecue grill — that let shrimp through but deflected the jellyfish, sending them out an escape hatch. Some still call it a jellyball shooter.

Besides, when Boone catches jellyfish, few other creatures end up in the net. That's because it's pulled slowly through the middle or upper part of the water column, he said. Fast-swimming creatures can avoid it and bottom dwellers are untouched. And the drags are relatively short at about 20 minutes.

If Boone does accidentally catch a sea turtle it will probably not drown in that time and he can throw it back overboard unharmed. Only one drag on a recent Tuesday pulled up much bycatch — about a dozen sting rays, which the crew gaffed and threw back. When the nets pulled up two black-tipped sharks, Boone promptly filleted them and threw them in the fridge.

The DNR's Page confirmed that jellyball fishing seems relatively free of bycatch, a perennial concern for fishery managers.

Tastes like jellyfish

The jellyfish catch is readied for export at Golden Island International in Darien. The process is like pickling, said owner Terry Chuang, who's originally from Taiwan. Workers remove the stem from the bulbous body of the jellyfish. Then they salt it and allow it to dry. Along the way, the jelly loses about 80 percent to 90 percent of its weight.

"Our yield is 10-15 percent," he said. "That's good for shipping and they can last many years."

Chuang ships out of the port of Savannah to China and Japan, where jellyfish are used in salads and stir fries. They're "very healthy, full of collagen," Chuang said.

While catching the jellyfish has raised few environmental concerns, questions arose about the processing last week after Golden Island International discharged jellyfish and dead fin fish into the Darien River.

"Darien has not smelled nice for quite a few days," said Altamaha Riverkeeper Executive Director Deborah Sheppard. She alerted the Environmental Protection Division of DNR and is looking for environmentally friendly ways, perhaps composting, for Chuang to dispose of excess catch.

"I hope this results in (the riverkeeper) and EPD working with the company to find constructive solutions for the waste that comes from this industry," Sheppard said.

Chuang said he didn't know he couldn't dump bycatch and undersized jellyballs into the river, but won't do it if it's against regulations. Howell said nature puts plenty of dead jellies in the river because they swim upriver to spawn and then die.

"I know what he's doing and it won't do any damage," Howell said. "They're 90 percent water. They'll disappear."

Chuang thinks he may be the only U.S. exporter of jellyfish after a Gulf of Mexico exporter shut down. Fishery managers in Florida, South Carolina and North Carolina said they know of no jellyball fisheries in their states.

"Our jellyfish is called cannonball," Chuang said. "This is not the best one in world but a pretty good one. In China, the market is huge, but the price is low. In Japan, the new generation doesn't eat it. I still export (there), but the quantity has dropped."

Page said he'd tasted jellyfish but didn't go back for seconds.

"If it was up to me, it would be a tough sell," he said. "But they've found a market overseas that certainly thinks it's a delicacy."

Home before sunrise

Nor is Howell a fan of jellyfish flavor. He is a fan of profit though, so his jellyballing trip that began at 1 p.m. lasted into the next day.

On the fifth drag, still well before dark, the net bulged.

"That's a lot of jelly," Howell said. "That's what we want to see."

The work is easier than shrimping, the men agree. Boone typically pops the heads off his shrimp and ices the catch, adding two tedious steps missing from the jellyballing. Boone and worker Randy Tucker remember one massive haul on the first day of shrimp season that had them poised on tiny stools and working furiously.

"It took three days to get over it, I was so bent up," Boone said.

Boone scans the water's surface for jellyfish as the Miss Bertha trawls the choppy waters. Sometimes the jellies look thick enough to walk across, he said. But not this day. It takes more than a dozen trawls and an equal number of hours to reach the goal of 60,000 pounds.

After the jellies are stored, Boone's nephew, Michael Boone, 22, captains the Miss Bertha back up the Darien River, steering the familiar route with his feet, one eye constantly on the depth finder. He'll head out again as soon as Chuang's processors can handle another load.

"If they'd let us, we'd go out every day," said Michael Boone. "I wish they would."