

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD  
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BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2180  
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STEWART H. RODMAN  
CHAIRMAN

D. PAUL SOMMERVILLE  
VICE CHAIRMAN

COUNCIL MEMBERS

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MARK LAWSON  
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JOSEPH F. PASSIMENT, JR.

JOHN L. WEAVER  
INTERIM COUNTY ADMINISTRATOR

CONNIE L. SCHROYER  
CLERK TO COUNCIL

AGENDA  
COUNTY COUNCIL OF BEAUFORT COUNTY  
REGULAR SESSION  
Monday, February 25, 2019  
6:00 p.m.  
Council Chambers, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

1. **Call to Order Regular Session – Chairman Stu Rodman** 6:00 p.m.
2. **Pledge of Allegiance and Invocation – Councilwoman Alice Howard**
3. **Moment of Silence in Remembrance of Laura Von Harten, Beaufort County Council 2007 - 2014**
4. **Approval of Agenda**
5. **Proclamation**
  - A. **Disabilities Awareness Month, March 2019** ([backup](#))
6. **Presentations**
  - A. **Santa Elena History Center** / Megan Meyer, Executive Director Santa Elena Foundation ([backup](#))
  - B. **Update: Status of Sea Trawler Restaurant Building, Buckingham Landing, Bluffton**  
Tom Keaveny, County Attorney
  - C. **Update: Hwy 278 Corridor / Windmill Harbour Construction Project** / Rob McFee, Director of  
Construction, Engineering & Facilities
  - D. **Whitehall Plantation Park** / John Weaver, Interim County Administrator ([backup](#))
7. **Citizen Comments** *[See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes.]*
8. **Consent Agenda**
  - A. **Approval of Minutes**
    1. February 6, 2019 Special Session ([backup](#))
    2. February 11, 2019 Caucus ([backup](#))
    3. February 11, 2019 Regular Session ([backup](#))



## 9. Non-Consent Agenda

- A. Public hearing: Community Development Block Grant (CDBG) needs assessment to solicit public input on community needs and priorities for housing, public facilities, and economic development** / Michelle Knight, Lowcountry Council of Government ([backup](#))
1. Overview of the CDBG Program and public hearing to solicit input
- B. Public hearing and 2<sup>nd</sup> reading of an ordinance regarding an amendment to the zoning map in Southern Beaufort County (Sawmill Forest)** / Eric Greenway, Director Community Development Department ([backup](#))
- Ordinance Title: *Southern Beaufort County Zoning Map Amendment for R600 032 000 0005 0000 (2.42 Acres on the West Side of Trimblestone Road Directly North of Sawmill Forest) from Sawmill Forest PUD (Planned Unit Development) to T2-Rural*
1. Public hearing on February 25, 2019
  2. Consideration of second reading on February 25, 2019
  3. First reading approved on February 11, 2019 / Vote: 9:0
  4. Natural Resources Committee recommended approval on January 22, 2019 / Vote 7:0
- C. Public hearing and 2<sup>nd</sup> reading of an ordinance regarding an amendment to the zoning map in Southern Beaufort County (Stroup Lane)** / Rob Merchant, Deputy Director, Community Development Department ([backup](#))
- Ordinance Title: *Southern Beaufort County Zoning Map Amendment for R600 040 000 0448 0000 (5.09 Acres on the South Side of Stroup Lane Road Approximately 475 feet East of Burnt Church Road) from T3 Hamlet Neighborhood to T2 Rural Center*
1. Public hearing on February 25, 2019
  2. Consideration of second reading on February 25, 2019
  3. First reading approved on February 11, 2019 / Vote: 9:0
  4. Natural Resources Committee recommended approval on January 22, 2019 / Vote 7:0
- D. 1st reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Chapter 22, Article IV, Disaster Recovery and Reconstruction** / Eric Larson, Director of Environmental Engineering and Land Management ([backup](#))
- Ordinance Title: *An Ordinance of County of Beaufort, South Carolina Amending Certain Sections Under Beaufort County Code: Chapter 22, Civil Emergencies, Article IV, Disaster Recovery and Reconstruction*
1. Consideration of first reading on February 25, 2019
  2. Public Hearing - Monday, March 25, 2019, 6:00 p.m., Hilton Head Branch Library, Main Conference Room, 11 Beach City Road, Hilton Head Island
  3. Public Facilities Committee recommended approval on February 4, 2019 / Vote 10:0

- E. 1st reading of an ordinance regarding the conveyance of multiple parcels of real property from Beaufort County to SC Department of Transportation for the highway widening of SC Highway 170** / Rob McFee, Director Facilities and Construction Engineering ([backup](#))  
Ordinance Title: *An Ordinance Authorizing the Conveyance of Multiple Parcels of Real Property from Beaufort County to South Carolina Department of Transportation for the Highway Widening of SC Highway 170*
1. Consideration of first reading on February 25, 2019
  2. Public Hearing - Monday, March 25, 2019, 6:00 p.m., Hilton Head Branch Library, Main Conference Room, 11 Beach City Road, Hilton Head Island
  3. Public Facilities Committee recommended approval on February 4, 2019 / Vote 10:0
- F. 1st reading of an ordinance approving the issuance of a general obligation bond for Sheldon Fire District in an amount not to exceed \$1,000,000** / Alicia Holland, Assistant County Administrator Finance ([backup](#))  
Ordinance Title: *An Ordinance Authorizing the Issuance and Sale of a Not To Exceed \$1,000,0000 Limited General Obligation Bond, Series 2019b, or Such Other Appropriate Series Designation (Sheldon Fire District), of Beaufort County, South Carolina; Fixing the Form and Details of the Bond; Authorizing the County Administrator or His Lawfully-Authorized Designee to Determine Certain Matters Relating to the Bond; Providing for the Payment of the Bond and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto.*
1. Consideration of first reading on February 25, 2019
  2. Public Hearing - Monday, March 25, 2019, 6:00 p.m., Hilton Head Branch Library, Main Conference Room, 11 Beach City Road, Hilton Head Island
  3. Finance Committee recommended approval on February 4, 2019 / Vote 10:0
- G. A resolution adopting the Passive Parks Facility Rental Policy** / Stafanie Nagid, Passive Parks Manager ([backup](#))  
Resolution Title: *A Resolution to Adopt the Passive Parks Facility Rental Policy*
1. Consideration of adoption on February 25, 2019
  2. Public Facilities Committee recommended adoption on February 4, 2019 / Vote 10:0
- H. A resolution amending Council's Rules and Procedures regarding the meeting times of Community Services and Natural Resources Committees** / John Weaver, Interim County Administrator ([backup](#))  
Resolution Title: *A Resolution to the Beaufort County Council Rules and Procedures, Chapter 2A so as to Add Thereto a Schedule for Committee Meetings to be Held Monthly*
1. Consideration of adoption on February 25, 2019
- I. Contract award / Construction administration, full-time resident project representative and project arborist** / Jon Rembold, Airports Director ([backup](#))
1. Contract award: Talbert, Bright and Ellington, Work Authorization 18-08
  2. Amount: \$118,626
  3. Funding: 90% via FAA AIP Grant 37, 5% SCAC grant 15-013, 5% Hilton Head Airport Capital Project Fund
  4. Finance Committee recommended adoption on February 4, 2019 / Vote 10:0

**10. Discussion and Action Items**

- A. Discussion / Purchase of 1 Bostick Circle, Beaufort, for construction of a home to serve Disability and Special Needs citizens** / Chris Inglese, Staff Attorney ([backup](#))
- B. Administrator’s Report** / John Weaver, Interim County Administrator
- C. Committee Reports (next meeting)**
1. Governmental (February 25, 2019, 4:00 p.m.)
  2. Finance (March 4, 2019, 2:00 p.m.)
  3. Public Facilities (March 4, 2019, 4:00 p.m.)
  4. Executive Committee (March 11, 2019, 4:00 p.m.)
  5. Community Services (March 18, 2019, 2:00 p.m.)
  6. Natural Resources (March 18, 2019, 4:00 p.m.)
- D. Reappointments / Nominations / Appointments to Boards and Commissions** *[number of votes required of Council per Beaufort County Code of Ordinances, Article V – Boards and Commissions]*

**Recommendations Finance Committee, February 4, 2019**

1. Accommodations Tax Board (2% State)
  - a. Reappointments – Vimal Desai [8/11], Dick Farmer [10/11]
2. Board of Assessment Appeals
  - a. Reappointments – Allan Miller [8/11], Alan Obstler [8/11]
3. Rural and Critical Lands Preservation Board
  - a. Appointment – Arthur Baer [6/11]

**Recommendations from the Executive Committee, February 11, 2019**

1. Airports Board
  - a. Reappointments – Howard Ackerman [8/11], Dan Ahem [10/11], James Buckley [8/11], Anne Esposito [10/11], Leslie Adlam Flory [8/11], Brian Turrisi [8/11], Harold Wallace [8/11], Barry Wilbur [8/11], Blakely Williams [8/11]

**Recommendations from the Public Facilities Committee, February 4, 2019**

1. Beaufort County Transportation Committee
  - a. Reappointments – Afif Combs [8/11], Joe DeVito [8/11], Craig Forrest [8/11], Kraig Gordon [8/11], Mark McCain [8/11]
2. Solid Waste and Recycling Board
  - a. Reappointment – Sally Dennis [8/11]
  - b. Appointment - Randy Boehme [6/11]

**Recommendations from Council, February 11, 2019** *[6/10 votes required]*

1. Construction Adjustments and Appeals
  - a. Appointment – Raymond Ambrose
2. Daufuskie Island Fire District
  - a. Appointment - Bill Crabtree
3. Historic Preservation Review Board
  - a. Appointment - Kathryn Mixon
4. Stormwater Management Utility Board
  - a. Appointment - James Clark
5. Zoning Board of Appeals
  - a. Appointment - Mark McGinnis

**11. Citizen Comments**

**12. Adjournment**

# ~ Proclamation ~

**Whereas**, more than 500,000 South Carolina residents and families are impacted by severe lifelong disabilities, including autism, traumatic brain injury, spinal cord injury, and intellectual related disability without regard to color, culture, geography, age, or economic class; and

**Whereas**, people with lifelong disabilities are productive citizens, neighbors, and family members deserving of respect and opportunity for economic self-sufficiency, independence, and personal growth; and

**Whereas**, we recognize, with heartfelt gratitude and appreciation, the caregivers who selflessly provide physical and emotional support to Beaufort County's residents with disabilities and special needs; and

**Whereas**, the 2019 observance of Disabilities Awareness Month celebrates the successful partnership between people with disabilities and without, as well as the increasing involvement of people with disabilities in education, employment, and community activities.

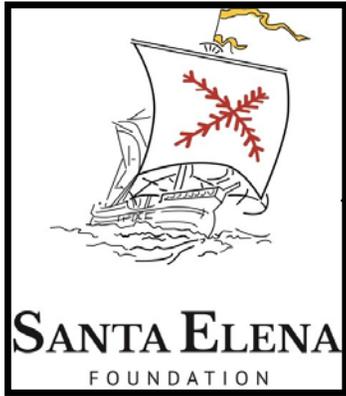
**Now, therefore, be it resolved**, that Beaufort County Council proclaims

**March 2019 Disabilities Awareness Month.**

Dated this 25<sup>nd</sup> day of February, 2019.

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Stewart H. Rodman, Chairman  
Beaufort County Council



2014





# *America's First Century*

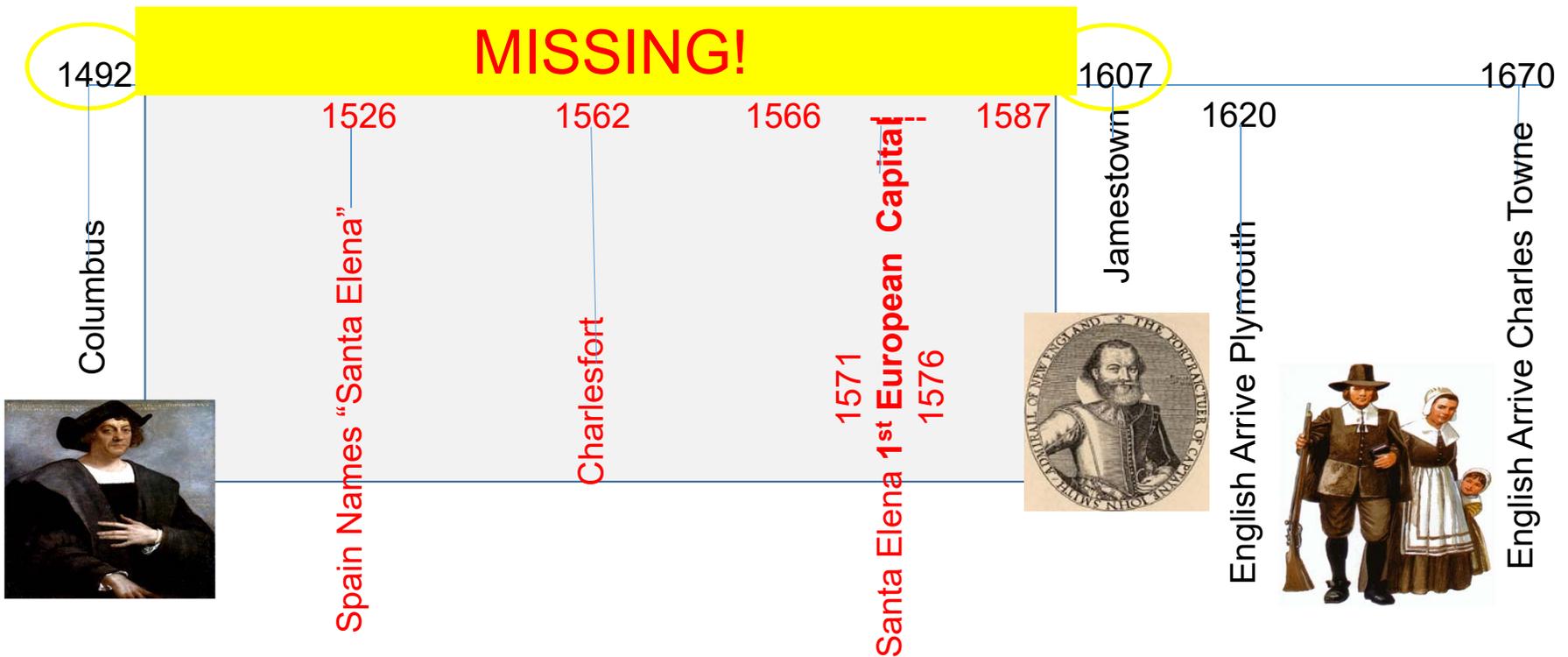
## **Mission of the Santa Elena Foundation:**

**To discover, preserve, and share the untold story of America's first – and lost – century through the rise and fall of Santa Elena.**

Registered 501(c)3

# We've LOST one hundred years that define our American Heritage

Now we have the opportunity to bring the cultural heritage of **America's First Century** into the spotlight through the story of Santa Elena.



**BEAUFORT COUNTY WAS HOME TO FIRST FRENCH SETTLEMENT ATTEMPT AND THE FIRST EUROPEAN CAPITAL OF THE UNITED STATES**

# MORE THAN A MUSEUM

- EXCITING, DYNAMIC MAIN EXHIBIT
- 2 SUCCESSFUL LOWCOUNTRY FAIR EVENTS
- SANTA ELENA SCHOLARS CONFERENCE
- PORTS OF CALL BY EL GALEON, NINA & PINTA
- MAJOR DISCOVERY AT THE SITE
- VISIT BY SPANISH NAVY
- GROWING COMMUNITY OF VOLUNTEERS/SUPPORTERS



# 2019 HEADLINES

## **USAGE OF THE 1501 BAY STREET IS GROWING!**

- WELCOMING RECONSTRUCTION BEAUFORT
- EXPANDING HERITAGE LIBRARY - BEAUFORT
- CREATING WELCOME CTR IN LOBBY FOR HISTORIC/CULTURAL INFO
- HOSTING DOWNTOWN FREE SHUTTLE
- OFFERING ADHOC MEETING/LECTURE SPACE TO MANY GROUPS

**CREATING A DYNAMIC AND VIBRANT CULTURAL CENTER!**

**A RISING TIDE RAISES ALL SHIPS!**

# 2019 HEADLINES



# PARTY

## LIKE IT'S

# 1519



**A Special Commemoration at  
Santa Elena History Center**

**Honoring Pedro Menendez (1519-2019)**

**SATURDAY, MARCH 2 11:00-6:00**

Family Friendly! Regular Admission Prices \$10/adult, \$5/child (7-17)

Birthday Cake for all! ✕ Sangria Samples

**Special Presentations ✕ Classical Spanish Musicians**

Food Trucks ✕ Silent Auction & Raffles

**16th C. Spanish Encampment ✕ Meet Pedro Menendez**

New Exhibits interpreting earliest history ✕ Weapons Demonstrations

# 2019 HEADLINES

PORT OF CALL IN  
DOWNTOWN BEAUFORT  
MARCH 29-APRIL 7

TBD PORT OF CALL AT HARBORTOWN  
LATER IN YEAR

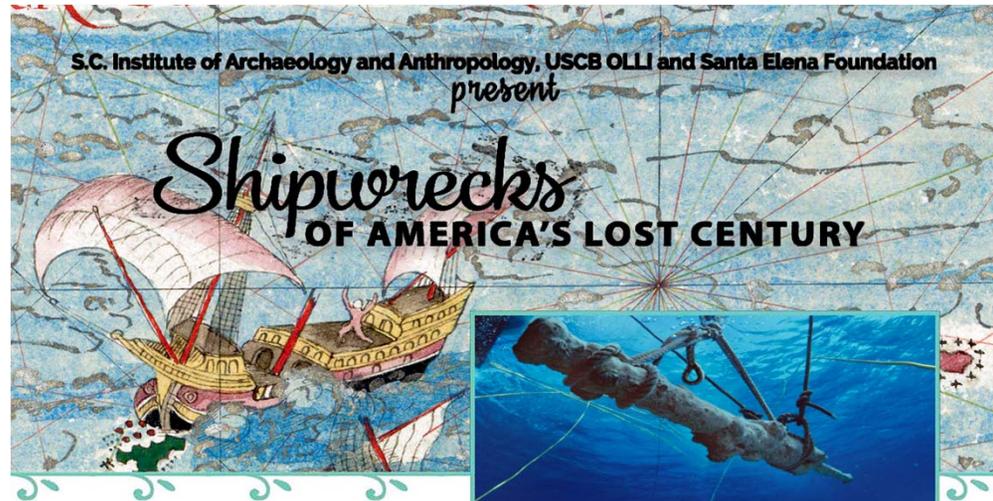
A promotional poster for the NAO Santa María sailing event. The background is a photograph of a wooden sailing ship with white sails featuring a red cross, sailing on a blue sea under a blue sky. The poster has a white border and contains the following text and logos:

- NAO SANTA MARÍA (with a large white anchor graphic behind the text)
- Organized by Santa Elena History Center (with a small circular logo of a ship)
- FUNDACIÓN NAO VICTORIA (with a logo of a ship's sail)
- Coming this Spring to the South Carolina Lowcountry! Stay tuned for details...
- Fundación Cajasol (with the Cajasol logo)
- DIPUTACIÓN DE HUELVA (with the Diputación de Huelva logo)
- 525 aniversario del encuentro entre dos mundos Huelva-América (with a circular logo containing the number 525)

# 2019 HEADLINES

## SCHOLARS SYMPOSIUM DRAWING NATIONAL ATTENTION

\*Le Prince, a French Shipwreck in  
Port Royal Sound may be located  
within the next two years!!



**APRIL 5, 2019**

9:00 a.m. – 4:30 p.m.

USCB Beaufort, Center For The Arts  
801 Carteret Street  
Beaufort, South Carolina 29902

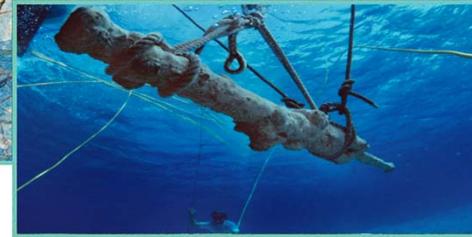
**ADMISSION:**

Public: \$30  
OLLI & SEF Members: \$20  
Students & Faculty: \$10  
Reservations Requested  
Seating is Limited

For more Information and Registration:  
[www.santa-elena.org](http://www.santa-elena.org)

S.C. underwater archaeologist, James Spirek, directs a symposium of 10 archaeologists and historians from around the country.

Presentations include Spain's 1526 South Carolina-Georgia coast colonization attempt, the wrecked 1565 Ribaut fleet, and the 1576 French corsair "Le Prince" resting at the bottom of Port Royal Sound.



**SANTA ELENA**  
FOUNDATION



UNIVERSITY OF  
**SOUTH CAROLINA**  
BEAUFORT



Featuring: Honorary Chair Dr. Eugene Lyon, Santa Elena Scholar, author and Christopher Columbus historian

# THANK YOU

THANKS TO COUNTY COUNCIL AND THE HUNDREDS OF SUPPORTERS WHO HAVE HELPED THE SANTA ELENA FOUNDATION FLOURISH.

WE CONTINUE TO WORK IN A COLLABORATIVE AND RESOURCEFUL WAY TO PRESERVE AND PROMOTE BEAUFORT COUNTY'S RICH HERITAGE

PLEASE JOIN US FOR UPCOMING EVENTS!

**Whitehall Plantation Park Documents**  
**February 25, 2019**

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Opening Statement

1. **Whitehall Plantation Park Conceptual Drawing**
2. **August 27, 2018 Council Minutes**
3. **September 24, 2018 Proposal For Fee Acquisition (5 pages)**
4. **September 24, 2018 Council Minutes (2 pages)**
5. **September 25, 2018 Letter of Intent (5 pages)**
6. **October 3, 2018 Amended Letter of Intent (6 pages)**
7. **October 23, 2018 Agreement of Sale (11 pages)**
8. **Title To Real Estate (9.68 acres) Whitehall Park (5 pages)**
9. **Grant Of Conservation Easement (21 Pages)**
  
10. **Easement Agreement (6 pages) (unsigned by BC, but recorded in ROD)**
11. **Agreement for Development Services For Whitehall Park (unsigned) (7 pages)**
12. **Plat of Whitehall Park**
  
13. **Blank Unsigned Page 6 of Easement Agreement**
14. **January 24, 2019 Letter to Beaufort City Manager**
15. **January 25, 2019 Notice and Affidavit of Erroneous Easement**
16. **August 27, 2018 Council Minutes**
17. **Whitehall Point Holdings deed to Beaufort County**
18. **First Chatham Bank deed to Whitehall Point Holdings (Parcels A&B) (5 pages)**
19. **First Chatham Bank deed to Whitehall Point Holdings (multiple parcels) (7 pages)**
20. **Seller's (WPH) Closing Statement**
21. **Whitehall Conceptual Master Plan (31 January 2018)**
22. **Whitehall Preliminary Plat Application (31 January 2018) George R. Owen, MAI**
23. **July 13, 2018 Appraisal George R. Owen, MAI**
24. **Whitehall Point Holdings \$3 Million Dollar Mortgage (October 3, 2018)**
25. **Easement Agreement**
26. **Conceptual Drawing (Highlighted)**
27. **Whitehall Park Plat (Existing Access)**
28. **Agreement for Development Services (Charitable Gift Writeoff)**



**PARK ± 10 acres**

US HWY 21 / SEA ISLAND PARKWAY

FACTORY CREEK

LADY'S IS  
BOAT LAN

**A**

**B**

**C**

**D**

MIXED USE

INDEPENDENT LIVING

POOL

PERVIOUS PARKING

PUMP STATION

LIVE-WORK MIXED USE

A-H  
2 DU MAX

COTTAGE HOMESITES  
(SINGLE FAMILY)

COTTAGE HOMESITES  
(SINGLE FAMILY)

PERVIOUS 1 AMP

MURFORD RIVER

NEIGHBORHOOD STREET 1

NEIGHBORHOOD STREET 1

COMMERCIAL ALLEY

HARBOR VIEW CIRCLE

MERIDIAN ROAD

(1/4 MILE/1320 LF)

660'

1320'

It was moved by Mr. Flewelling, no second required, that Council approve on third and final reading a Map Amendment to the Beaufort County Community Code, Preamble, Division P20, Page P10 and P11 to remove the Hamlet Place Type from the Buckingham Landing Community at the foot of the bridge to Hilton Head Island. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000 (REFERENCE ITEM 8A)**

The Chairman opened a public hearing beginning at 6:36 p.m. for the purpose of receiving public comment regarding issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bond (Palmetto Goodwill Project) Series 2018, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding \$20,000,000. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:37 p.m.

**MATTERS ARISING OUT OF EXECUTIVE SESSION**

It was moved by Mr. Covert, seconded by Mr. Flewelling, that Council approve the expenditure of \$785,000 from Rural and Critical Lands Preservation Funds for the purchase of 110 Davis Road in Bluffton, South Carolina for the Okatie Connector Project (Project 2018C). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

It was moved by Mr. Glover, seconded by Mr. Flewelling, that Council adopt a resolution authorizing the Interim County Administrator to sign any document necessary in the purchase of 9.72 acres of Whitehall property to be used as a passive park, provided that Beaufort County, City of Beaufort and the seller are able to agree on terms which are agreeable by all parties. The agreement, which the parties reach, must be brought back before Council for review to consider the action at the September 10, 2018 meeting of Council. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Beaufort County  
Rural & Critical  
**LAND  
PRESERVATION  
PROGRAM**

**WHITEHALL PARK  
Beaufort County, SC  
PROPOSAL FOR: FEE ACQUISITION**

**PROPERTY ID:** (Portion of) #R700 028 000 0086 0000  
**SELLER:** Whitehall Point Holdings, LLC  
 Current Owner: First Chatham Bank, Savannah  
**ACREAGE:** 9.72 acres total, 8.72 ac purchased, 1 acre donated  
**TOTAL PRICE:** ~~\$5,450,000~~  
**RCLPP TOTAL FUNDS:** ~~\$4,371,000~~  
**PARTNER TOTAL FUNDS:** ~~\$1,079,000~~  
**PRICE Negotiated/ACRE:** ~~\$625,000~~  
**RCLPP PER ACRE PRICE:** ~~\$560,700~~ (For 9.72 acres)  
**ZONING:** City of Beaufort T4-N  
**COUNCIL DISTRICT:** 3 (Glover)

**LOCATION: 9 Whitehall Drive, Lady's Island, Beaufort, SC**

**Project Background:**

- Park project has been proposed numerous times in past in conjunction with various owners and development proposals.
- Proposed re-zoning to increase density in November 2017 met with strong public opposition and denial of re-zoning.
- Current by-right conceptual masterplan approved in February 2018 by the City of Beaufort.
- The property is an unimproved vacant parcel, partly open and partly wooded with a mature live oak canopy along the edge of the peninsula.
- Mixed-use development will occur on 10-acre remainder of current parcel (independent living facility, commercial, residential).
- Access from Highway 21/Sea Island Parkway and Meridian Road
- Located in close proximity to County-owned Factory Creek boat landing.



Beaufort County  
Rural & Critical  
**LAND PRESERVATION PROGRAM**

**Purchase and Cost Structure:**

- Appraised Value: ~ \$640,000/acre (July 2018 County appraisal)
- Purchase Price for 8.72 acres: \$5,450,000
- Contributions toward project:
  - Beaufort County Open Land Trust (Felburn Foundation) \$1,000,000
  - Beaufort County Open Land Trust (donation) \$50,000
  - Public donations through BCOLT ~\$29,000
  - Developer in-kind contributions
    - One acre \$640,000
    - Schematic park design \$15,000
    - Pervious parking for 25 cars \$125,000
    - Civil design/permitting of park \$35,000
    - Infrastructure to include water, sewer, electricity \$15,000
    - Dock permit submission
- Partners in project:
  - City of Beaufort Management/Maintenance
    - Lease with County approved at Sept. 18 City Council meeting pending review of Conservation Easement. City Manager authorized to execute Lease.
    - Seller to provide mowing, trimming, basic maintenance for two years post-infrastructure construction
  - Open Land Trust Tree Maintenance
  - Beaufort County \$300,000 toward pedestrian/bike trail connecting to Woods Memorial Bridge
  - Friends of Whitehall Park Volunteer Assistance

*Handwritten:*  

$$\frac{640,000}{8.72} = 73,394$$

$$73,394 \times 8.72 = 640,000$$

$$640,000 + 290,000 = 930,000$$
 over \$900K

**R&C Program Attributes:**

- Identified as land protection opportunity in the 2014 Greenprint
- Close proximity to other County-owned property – Factory Creek/Brewer Memorial Park
- Pedestrian/biking connectivity from downtown Beaufort to Meridian Road
- High public access, recreation and education potential
- Vista protection (20,000 cars/day pass property)



Beaufort County  
Rural & Critical

# LAND PRESERVATION PROGRAM

- Reduction in traffic congestion at the foot of the Woods Memorial Bridge

**Agreements Associated with Project:**

- Closing by Oct. 3, 2018
- County to grant conservation easement on property to Open Land Trust
- Remaining/retained property will be developed consistent with City of Beaufort approvals
- Impact fees not charged to seller for parking area
- Shared stormwater drainage area (utility easement) on park property
- Access easements granted by both parties
- Cross-easements for overflow parking

*Residential  
Official  
? Affected*

*swirling around issues*

*Lot of discussion us vs. seller  
all components are part of trans  
what is what we are paying v.*

*this repr.  
NPV of they are  
what they are  
w/ property  
141 worth*

*Ongoing maint*

*Started entirely funded  
Price ↓ absolute  
relative price*

*We don't know. We suspect a good deal  
as in short sale by bank  
I suspect a good deal*

*We can get it  
for this price  
attractive business  
prop.*

*He has offered us*

*Back part - what he good and experienced*

*Why he paid*

*I think that's speculation  
hasn't closed  
one metric  
appraised value*

*don't have  
information of that*

*other example*

P. O. Box 75  
Beaufort, SC 29901

O: (843) 521-2175 F: (843) 521-1946



**AN ORDINANCE AUTHORIZING THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, TO ISSUE GENERAL OBLIGATION BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$5,300,000, SUBJECT TO A SUCCESSFUL REFERENDUM IN THIS DISTRICT; AND OTHER MATTERS RELATING THERETO**

The Chairman opened a public hearing beginning at 6:33 p.m. for the purpose of receiving public comment regarding an ordinance authorizing the Fripp Island Public Service District, South Carolina, to issue General Obligation Bonds in a principal amount not exceeding \$5,300,000 subject to a successful referendum in this District; and other matters relating thereto. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:34.

It was moved by Mr. Stewart, as Finance Committee Chairman, that Council approve on second reading an ordinance authorizing the Fripp Island Public Service District, South Carolina, to issue General Obligation Bonds in a principal amount not exceeding \$5,300,000 subject to a successful referendum in this District; and other matters relating thereto. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**MATTERS ARISING OUT OF EXECUTIVE SESSION**

It was moved by Mr. Glover, seconded by Mr. Flewelling, that Council authorize the Interim County Administrator to enter into a contractual agreement to purchase 9.72 acres of land, in the amount not to exceed \$4,371,000, for property R123-14-2, also known as Whitehall property.

Mr. Glover said this is a piece of property that could benefit this community for years to come. It would be a passive park designated for future generations. He hopes Council moves forward with this purchase.

Mr. Covert thanked the people of northern Beaufort County who spoke before Council in regard to Whitehall Park. There has been great dialogue regarding this property. The City of Beaufort voted to take on the maintenance of the property. The Friends of Whitehall, through volunteer hours, said that they too will be involved in the maintenance. He thanked the City of Beaufort. He said there are reservations in regard to the business side of things, but agrees with the practicality of this project. The property has a strikingly beautiful view. He said he will be voting in favor of this project.

Mr. Fobes said this is a wonderful piece [of land] in Beaufort County. There are three things that are a concern: (1) The transaction – the developer, who will develop the non-park part of this property, is paid a certain amount of dollars and what we are being asked to contribute is more than half of the purchase price which does not make sense. (2) The scoring of this project by Rural and Critical Lands staff did not score well. This scored at 4.96 on a scale of 1-10. (3) Typically, when you have a project like this within a municipality, you have participation from the municipality. Other than the maintenance agreement, the County is getting zero participation from the City of Beaufort. He said he is conflicted. He appreciates the public engagement. He will not vote in favor of this project.

Mr. Rodman said this is a tough decision. We have the low ranking of the Rural and Critical Lands Program, it is high dollars, and the City of Beaufort does not seem “gung-ho” about this project. He said he did hear the people. If the Council members north of the Broad River want this, he will vote in favor. The sequence of events would be to sign an agreement, the developer buys the property then sell us our parcel. This would then create a taxable event of the seller

Beaufort County  
Rural & Critical

# LAND PRESERVATION PROGRAM

September 25, 2018

Whitehall Point Holdings, LLC  
c/o Mr. Sam Levin  
16 Spanish Point Drive  
Beaufort, SC 29401

Re: Letter of Intent  
Whitehall Point – a 9.72-acre portion of Beaufort County PID# R123 014 000 0002 0000

Dear Mr. Levin,

On July 5, 2018 you and I began negotiating your offer to sell a portion of Whitehall Point to Beaufort County. As Director of Land Protection for the Beaufort County Open Land Trust and Administrator of the Rural & Critical Lands Preservation Program, I have been authorized by Beaufort County Council to negotiate to acquire County title to property through the Rural & Critical Land Preservation Program that exemplifies the natural, historic, and cultural characteristics of Beaufort County.

On September 24, 2018, Beaufort County Council authorized the Rural & Critical Land Preservation Program purchase of the above-referenced parcel for \$5,450,000, with up to \$4,371,000 committed from Rural & Critical Program funds and the balance to be provided by other entities.

This Letter of Intent ("LOI") serves to document the financial and other agreements that have been made and entered into by and between myself/Beaufort County Open Land Trust ("Trust") and Sam Levin on behalf of Whitehall Point Holdings, LLC ("Seller") to Council regarding the transaction and to provide notice to you of County requirements of purchases through the Program. References to "you" in this letter are to be interpreted as directed at the Seller of the property. References to "we" in this letter are to be interpreted as Beaufort County, the Purchaser of the property.

We are proceeding with the purchase under these required terms for purchases under the Rural & Critical Program and the representations to County Council as follows:

P. O. Box 75  
Beaufort, SC 29901

O: (843) 521-2175 F: (843) 521-1946



Beaufort County  
Rural & Critical

# LAND PRESERVATION PROGRAM

5. Prior to closing, a separate contract between you and the Purchaser will be executed and will include the following provisions:

- a. Schematic Park Design - Seller to provide a schematic park design by Witmer Keefer Jones. Both County staff, City staff and the public will have input into park design.
- b. Civil Design / Permitting - Seller to provide the civil design of the park to including permitting by Carolina Engineering.

\*Note – This design to include stormwater outfall area benefitting both parties on park property. Stormwater permitting under City of Beaufort jurisdiction.

c. Infrastructure

i. Roads / Access

1. Entrance road from U.S. Highway 21 – Seller will build road and provide access easement to County for ingress/egress from park.
2. Entry road to park (right turn from Hwy 21 entrance road) – Seller will build this road which will be located on park property. County will provide access easement to Seller for ingress/egress from Seller's commercial real estate located on Seller's retained acreage.
3. Entrance road from Meridian Road to park property - Seller will grant an access easement to County for ingress/egress.
4. Harborview Circle - No vehicular or pedestrian access easement will be provided from park property on Seller's neighborhood road connecting to Harborview Circle.

- ii. Parking - Seller will develop a pervious parking area of 25 spaces for use by the public on park property. The schematic park design will also designate areas suitable for future parking expansion.

Beaufort County  
Rural & Critical

# LAND PRESERVATION PROGRAM

- iii. **Parking Cross-Easements** - Seller and County will grant mutually beneficial cross-easements for use of parking spaces on park property and in Seller's commercial real estate located on retained acreage. [Ensure protections are in place for both parties].
  - iv. **Laterals and stub-outs** - Seller will provide water, electrical and sewer laterals and stub-outs (if included in the design) to the areas designated by the schematic park design.
  - v. **Dock Permit** – With input on design from County staff, Seller will submit application to SCDHEC-OCRM for a dock permit for the park within a reasonable amount of time. County would bear the costs for building the dock in the future if desired.
  - vi. **Stormwater Outfall Area** - Seller will develop mutually beneficial stormwater outfall area on park property near shared property border with Seller's property (as described above).
- d. **Impact Fees** - County impact fees will not be charged to the Seller for the parking area.
  - e. **Signage** - County will provide way finding signage the for the park property.
6. Closing date on this property set for **October 3, 2018**. A Purchase and Sale Agreement will be prepared and will be executed at closing.
7. **This LOI may only be amended by mutual written agreement of all parties.**

Thank you so much for working with us on this conservation project and your generosity, as Whitehall Park will be a public treasure for generations to come.

Beaufort County  
Rural & Critical **LAND**  
**PRESERVATION**  
**PROGRAM**

Most sincerely yours,

*Barbara G. Holmes*

**Barbara G. Holmes**  
Director of Land Protection

The above terms and conditions are signed and agreed to by:

Signature:

*Sam Levin*

Printed Name:

**SAM LEVIN**

Title:

*MEMBER*

Date:

**SEP 25, 2018**

P. O. Box 75  
Beaufort, SC 29901

O: (843) 521-2175 F: (843) 521-1946



Beaufort County  
Rural & Critical

# LAND PRESERVATION PROGRAM

October 3, 2018

Whitehall Point Holdings, LLC  
c/o Mr. Sam Levin  
16 Spanish Point Drive  
Beaufort, SC 29401

Re: **Amended Letter of Intent**

Whitehall Point – a 9.72-acre portion of Beaufort County PID# R123 014 000 0002 0000

Dear Mr. Levin,

You and I executed a Letter of Intent dated September 25, 2018. Due to changes in the closing process that have been clarified since September 25, this Amended Letter of Intent modifies the closing date for the transaction, adds a Seller requirement to provide the written access easement documents at closing, includes a provision for earnest money in the amount of \$50,000 to be delivered to the County's closing attorney, Thomas A. Bendle, Jr. of Howell, Gibson & Hughes, P.A. and adds the Beaufort County Open Land Trust as a signatory to the Amended Letter of Intent.

On July 5, 2018 you and I began negotiating your offer to sell a portion of Whitehall Point to Beaufort County. As Director of Land Protection for the Beaufort County Open Land Trust and Administrator of the Rural & Critical Lands Preservation Program, I have been authorized by Beaufort County Council to negotiate to acquire County title to property through the Rural & Critical Land Preservation Program that exemplifies the natural, historic, and cultural characteristics of Beaufort County.

On September 24, 2018, Beaufort County Council authorized the Rural & Critical Land Preservation Program purchase of the above-referenced parcel for \$5,450,000 ("Purchase Price"), with up to \$4,371,000 committed from Rural & Critical Program funds and the balance to be provided by other entities.

This Amended Letter of Intent serves to document the financial and other agreements that have been made and entered into by and between myself/Beaufort County Open Land Trust ("Trust") and Sam Levin on behalf of Whitehall Point Holdings, LLC ("Seller") to Council regarding the transaction and to provide notice to you of County requirements of purchases through the Program. References to "you" in this letter are to be interpreted as directed at the Seller of the property. References to "we" in this letter are to be interpreted as Beaufort County,

P. O. Box 75  
Beaufort, SC 29901

O: (843) 521-2175 F: (843) 521-1946



Beaufort County  
Rural & Critical

# LAND PRESERVATION PROGRAM

- b. Your obligations are contingent on the outcome of a thorough title search of the property and your willingness and/or ability to cure any title defects, if any, in order to convey fee simple marketable title to the property free of monetary liens. You shall not be required to satisfy or cause to be satisfied any such title defects. If you do not satisfy or cause to be satisfied such title defects on or before closing, the County, at County's election exercised on or before closing, may either:
- i. terminate this Amended Letter of Intent by written notice to you, whereupon this Amended Letter of Intent shall be null, void and of no further force or effect as of the date of such written notice, and the parties shall have no further rights or obligations hereunder; or
  - ii. waive the uncured or unsatisfied title defects and proceed under this Amended Letter of Intent as otherwise provided herein.
4. Seller agrees that all real estate fees are the responsibility of Seller.
5. **At or prior to closing**, a separate contract between you and the Purchaser will be executed and will include the following provisions:
- a. Schematic Park Design - Seller to provide a schematic park design by Witmer Keefer Jones. Both County staff, City staff and the public will have input into park design.
  - b. Civil Design / Permitting - Seller to provide the civil design of the park to including permitting by Carolina Engineering.  
  
\*Note – This design to include stormwater outfall area benefitting both parties on park property. Stormwater permitting under City of Beaufort jurisdiction.
  - c. Infrastructure
    - i. **Roads / Access**
      1. Entrance road from U.S. Highway 21 – Seller will build road and provide access easement to County for ingress/egress from park.

Beaufort County  
Rural & Critical

# LAND PRESERVATION PROGRAM

- d. Impact Fees - County impact fees will not be charged to the Seller for the parking area.
- e. Signage - County will provide way finding signage the for the park property.
6. Seller agrees to provide, at Seller's expense, mutually beneficially and agreed-to written access agreements for vehicular access and parking for the Property and Seller's retained adjacent property.
7. Earnest money. On or before the date three (3) business days after full execution of this Amended Letter of Intent, the Beaufort County Open Land Trust shall deliver to Thomas A. Bendle Jr. of Howell, Gibson & Hughes, P.A. the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). Throughout the term of this Amended Letter of Intent, Thomas A. Bendle Jr. shall hold and disburse the earnest money in accordance with the terms and conditions of this Amended Letter of Intent.
  - a. The earnest money shall be nonrefundable except upon the existence of an unresolved title defect(s) and Purchaser's termination of this Amended Letter of Intent as discussed in Paragraph 3(b)(i).
  - b. On the closing date, the earnest money will be applied as part payment of the Purchase Price, or otherwise disbursed as provided for herein.
8. Closing date on this property is set for October 15, 2018. A Purchase and Sale Agreement will be prepared, mutually agreed upon and executed at closing.
9. This Amended Letter of Intent may only be amended by mutual written agreement of all parties.

Thank you so much for working with us on this conservation project and your generosity, as Whitehall Park will be a public treasure for generations to come.

Most sincerely yours,

*Barbara G. Holmes* 10/3/2018

Barbara G. Holmes  
Director of Land Protection

P. O. Box 75  
Beaufort, SC 29901

O: (843) 521-2175 F: (843) 521-1946



Beaufort County  
Rural & Critical

**LAND  
PRESERVATION  
PROGRAM**

The above terms and conditions are signed and agreed to by:

Signature: *Sam Levin*

Printed Name: Sam Levin

Title: Member

Date: Oct. 4, 2018

The above terms and conditions are signed and agreed to by:

Signature: *Cynthia B. Baysden*

Printed Name: Cynthia B. Baysden

Title: Executive Director, Beaufort County Open Land Trust

Date: Oct 3, 2018

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made and entered into this 23<sup>rd</sup> day of October, 2018, by and between WHITEHALL POINT HOLDINGS, LLC, (the "Seller") and BEAUFORT COUNTY, a subdivision of the State of South Carolina (the "Purchaser").

WITNESSETH:

WHEREAS, the parties hereto have had preliminary discussions with regard to the sale and purchase of certain property located in The City of Beaufort, Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said property.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the Seller and Purchaser agree as follows:

1. Real Property. For and in consideration of the Earnest Money, to be paid by Purchase to Escrow Agent, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Purchaser, the Seller agrees to sell and the Purchaser agrees to purchase that approximately 9.68 acres of real estate described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (the "Property").
2. Consideration / Purchase Price / Charitable Contribution. The purchase price of the property shall be FIVE MILLION FOUR HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$5,450,000.00) (the "Purchase Price").

It is the intention of the Seller to make a charitable gift to the Purchaser of (a) the difference between the Purchase Price and the fair market value of the Property as of the date of the Closing and as determined by an independent qualified appraiser, and (b) the value of the expenses incurred by Seller in providing the design and development services for the development of the Property into a public park pursuant to that certain Agreement For Development Services for Whitehall Park between Seller and Purchaser, dated on or about the date of the Closing (the "Development Agreement"). Seller acknowledges that Purchaser and/or its agents shall not take a position on either the value or the tax deductibility of any charitable donation value claimed by the Seller as a result of this transaction. Should Seller choose to file for federal and/or state charitable donation benefits for this transaction, Seller must provide a qualified appraisal of the Property to Purchaser and allow five (5) business days for Purchaser's review. Purchaser agrees to work in good faith with Seller to provide required documentation; however, Purchaser reserves the right to refuse to provide a gift acknowledgement letter or to execute Seller's IRS Form 8283 if Purchaser has significant concerns about the appraisal value or the tax deduction.

Whitehall Point Holdings, LLC  
1124 Park West Boulevard, Suite 101  
Mount Pleasant, SC 29466  
Attn: George McLaughlin  
E-mail: [g@whitehalldg.com](mailto:g@whitehalldg.com)  
803-960-8240

And

Whitehall Point Holdings, LLC  
156 Spanish Point Drive  
Beaufort, SC 29902  
Attn: Sam Levin  
E-mail: [sam.levin234@gmail.com](mailto:sam.levin234@gmail.com)  
843-345-0824

Copy to:

Smith Moore Leatherwood LLP  
101 North Tryon Street, Suite 1300  
Charlotte, NC 28246  
Attn: Diana R. Palecek, Esq.  
E-Mail: [Diana.palecek@smithmoorelaw.com](mailto:Diana.palecek@smithmoorelaw.com)  
704-384-2609

12. Assignment by Purchaser. Purchaser shall have the right to assign this Agreement and any and all deposits in escrow made on account of the purchase price hereunder to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

13. Condemnation. In the event that at the time of closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Agreement and recover its deposit hereunder, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

14. No Joint Venture. It is understood and agreed between the parties hereto that this is a contract for the sale of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

15. Seller's Delivery of Documentation. Seller shall deliver to Purchaser at or before the Closing (at such times as Purchaser may reasonably request) all of the following documents, the







STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**AGREEMENT FOR DEVELOPMENT SERVICES FOR WHITEHALL PARK**

THIS AGREEMENT FOR DEVELOPMENT SERVICES FOR WHITEHALL PARK (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between WHITEHALL POINT HOLDINGS, LLC, (“WPH”) and BEAUFORT COUNTY, a subdivision of the State of South Carolina (“County”).

WITNESSETH:

WHEREAS, the County has agreed to purchase certain property known as Whitehall Park located in The City of Beaufort, Beaufort County, South Carolina from WDG as described on Exhibit “A” pursuant to that certain Agreement of Sale between WPH and County dated on or about the date hereof (“Purchase Agreement”), and the parties have had discussions with regard to mutually beneficial obligations that shall extend beyond the conveyance of the property and it is their desire to document their understandings with respect to said property; and

WHEREAS, WPC intends to to make a charitable gift to the County of (a) the difference between the Purchase Price and the fair market value of the Property as more specifically addressed in the Purchase Agreement, and (b) the value of the costs and expenses incurred by WPC in providing the design and development services for the development of the Property into a public park pursuant to this Agreement.

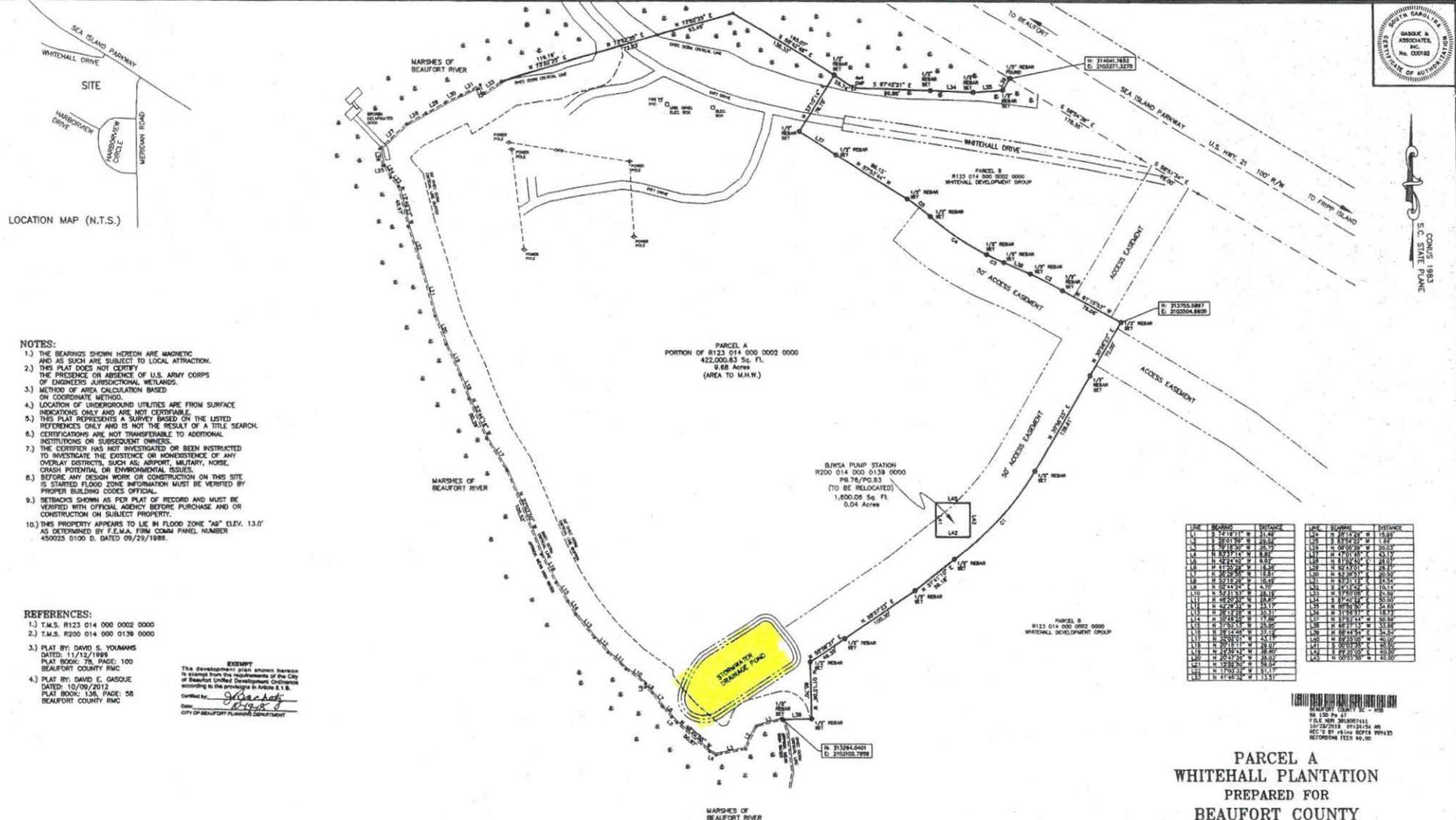
NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the County and WPH agree as follows:

1. Schematic Park Design. WPH agrees to provide, at WPH’s expense and at no expense to County, a schematic Whitehall Park design produced by Witmer, Jones, Keefer Ltd. Relevant County staff and City of Beaufort staff shall participate in the development of the schematic park design. This process shall include at least one public workshop hosted by the County.

The schematic park design shall also include the parking areas referenced in Paragraph 4.

2. Civil Design and Permits. WPH agrees to provide, at WPH’s expense and at no expense to County, civil design services, plans and permits from DEHEC and OCRM for Whitehall Park, submitted by Carolina Engineering. Civil engineering plans shall include the stormwater outfall area benefitting both parties on park property referenced in Paragraph 7 below, labelled “Proposed Pond” on that certain plat entitled “Parcels “A” and “B” Whitehall Plantation Prepared for Whitehall Development Group, Lady’s Island, Beaufort County, South Carolina, Date: September 27, 2018” by Gasque & Associates, Inc.” recorded in Plat Book 150, Page 38 in the Register of Deeds in Beaufort County, South Carolina on October 3, 2018.

# Plat of Property Beaufort Co. purchased



- NOTES:**
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
  - 2.) THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
  - 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
  - 4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
  - 5.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
  - 6.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
  - 7.) THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
  - 8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
  - 9.) SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.
  - 10.) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "A0" ELEV. 13.0' AS DETERMINED BY F.E.M.A. FIRM COAM PANEL NUMBER 450025 0100 D, DATED 09/29/1988.

- REFERENCES:**
- 1.) T.M.S. R123 014 000 0002 0000
  - 2.) T.M.S. R200 014 000 0139 0000
  - 3.) PLAT BY: DAVID S. YOKAMS DATED: 11/12/1989 PLAT BOOK: 76, PAGE: 100 BEAUFORT COUNTY RMC
  - 4.) PLAT BY: DAVID E. GASQUE DATED: 10/09/2012 PLAT BOOK: 136, PAGE: 58 BEAUFORT COUNTY RMC

**EXEMPT**  
This development plan shows features exempt from the requirements of the City of Beaufort Unified Development Ordinance according to the provisions in Article 8.1.B.  
Certified by: *[Signature]*  
10/19/18  
CITY OF BEAUFORT Planning Department

| LINE | BEARING       | DISTANCE | LINE | BEARING       | DISTANCE |
|------|---------------|----------|------|---------------|----------|
| L1   | N 22°17'11" E | 1.00     | L11  | N 89°52'25" W | 1.00     |
| L2   | N 89°52'25" W | 2.00     | L12  | N 89°52'25" W | 2.00     |
| L3   | N 89°52'25" W | 3.00     | L13  | N 89°52'25" W | 3.00     |
| L4   | N 89°52'25" W | 4.00     | L14  | N 89°52'25" W | 4.00     |
| L5   | N 89°52'25" W | 5.00     | L15  | N 89°52'25" W | 5.00     |
| L6   | N 89°52'25" W | 6.00     | L16  | N 89°52'25" W | 6.00     |
| L7   | N 89°52'25" W | 7.00     | L17  | N 89°52'25" W | 7.00     |
| L8   | N 89°52'25" W | 8.00     | L18  | N 89°52'25" W | 8.00     |
| L9   | N 89°52'25" W | 9.00     | L19  | N 89°52'25" W | 9.00     |
| L10  | N 89°52'25" W | 10.00    | L20  | N 89°52'25" W | 10.00    |
| L11  | N 89°52'25" W | 11.00    | L21  | N 89°52'25" W | 11.00    |
| L12  | N 89°52'25" W | 12.00    | L22  | N 89°52'25" W | 12.00    |
| L13  | N 89°52'25" W | 13.00    | L23  | N 89°52'25" W | 13.00    |
| L14  | N 89°52'25" W | 14.00    | L24  | N 89°52'25" W | 14.00    |
| L15  | N 89°52'25" W | 15.00    | L25  | N 89°52'25" W | 15.00    |
| L16  | N 89°52'25" W | 16.00    | L26  | N 89°52'25" W | 16.00    |
| L17  | N 89°52'25" W | 17.00    | L27  | N 89°52'25" W | 17.00    |
| L18  | N 89°52'25" W | 18.00    | L28  | N 89°52'25" W | 18.00    |
| L19  | N 89°52'25" W | 19.00    | L29  | N 89°52'25" W | 19.00    |
| L20  | N 89°52'25" W | 20.00    | L30  | N 89°52'25" W | 20.00    |
| L21  | N 89°52'25" W | 21.00    | L31  | N 89°52'25" W | 21.00    |
| L22  | N 89°52'25" W | 22.00    | L32  | N 89°52'25" W | 22.00    |
| L23  | N 89°52'25" W | 23.00    | L33  | N 89°52'25" W | 23.00    |
| L24  | N 89°52'25" W | 24.00    | L34  | N 89°52'25" W | 24.00    |
| L25  | N 89°52'25" W | 25.00    | L35  | N 89°52'25" W | 25.00    |
| L26  | N 89°52'25" W | 26.00    | L36  | N 89°52'25" W | 26.00    |
| L27  | N 89°52'25" W | 27.00    | L37  | N 89°52'25" W | 27.00    |
| L28  | N 89°52'25" W | 28.00    | L38  | N 89°52'25" W | 28.00    |
| L29  | N 89°52'25" W | 29.00    | L39  | N 89°52'25" W | 29.00    |
| L30  | N 89°52'25" W | 30.00    | L40  | N 89°52'25" W | 30.00    |
| L31  | N 89°52'25" W | 31.00    | L41  | N 89°52'25" W | 31.00    |
| L32  | N 89°52'25" W | 32.00    | L42  | N 89°52'25" W | 32.00    |
| L33  | N 89°52'25" W | 33.00    | L43  | N 89°52'25" W | 33.00    |
| L34  | N 89°52'25" W | 34.00    | L44  | N 89°52'25" W | 34.00    |
| L35  | N 89°52'25" W | 35.00    | L45  | N 89°52'25" W | 35.00    |
| L36  | N 89°52'25" W | 36.00    | L46  | N 89°52'25" W | 36.00    |
| L37  | N 89°52'25" W | 37.00    | L47  | N 89°52'25" W | 37.00    |
| L38  | N 89°52'25" W | 38.00    | L48  | N 89°52'25" W | 38.00    |
| L39  | N 89°52'25" W | 39.00    | L49  | N 89°52'25" W | 39.00    |
| L40  | N 89°52'25" W | 40.00    | L50  | N 89°52'25" W | 40.00    |
| L41  | N 89°52'25" W | 41.00    | L51  | N 89°52'25" W | 41.00    |
| L42  | N 89°52'25" W | 42.00    | L52  | N 89°52'25" W | 42.00    |
| L43  | N 89°52'25" W | 43.00    | L53  | N 89°52'25" W | 43.00    |
| L44  | N 89°52'25" W | 44.00    | L54  | N 89°52'25" W | 44.00    |
| L45  | N 89°52'25" W | 45.00    | L55  | N 89°52'25" W | 45.00    |
| L46  | N 89°52'25" W | 46.00    | L56  | N 89°52'25" W | 46.00    |
| L47  | N 89°52'25" W | 47.00    | L57  | N 89°52'25" W | 47.00    |
| L48  | N 89°52'25" W | 48.00    | L58  | N 89°52'25" W | 48.00    |
| L49  | N 89°52'25" W | 49.00    | L59  | N 89°52'25" W | 49.00    |
| L50  | N 89°52'25" W | 50.00    | L60  | N 89°52'25" W | 50.00    |

**GASQUE & ASSOCIATES INC.**  
LAND SURVEYORS & PLANNERS  
28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.  
P.O. BOX 1363, BEAUFORT, S.C.  
(843) 522-1708

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, hereby do hereby certify that the above plat was prepared in accordance with the requirements of the South Carolina Code of Laws, Title 46, Chapter 1, Section 46-1-10, and that the same is a true and correct copy of the original plat as shown to me by the applicant.

**DISCLAIMER**  
THIS PLAT IS A REPRESENTATION OF INFORMATION ABOUT THE SUBJECT PROPERTY. OTHER AREAS BY THIS SURVEY ARE OWNED AND OCCUPIED BY OTHERS. BY SIGNING THIS PLAT, THE SURVEYOR IS NOT GUARANTEEING THE ACCURACY OF THE INFORMATION. THE APPLICANT IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION.

**PARCEL A**  
**WHITEHALL PLANTATION**  
PREPARED FOR  
**BEAUFORT COUNTY**  
**LADY'S ISLAND**  
**BEAUFORT COUNTY, SOUTH CAROLINA**

DATE: OCTOBER 18, 2018 SCALE: 1"=50'



| SURVEY | AND  | DATE | BY   | SCALE | REMARKS |
|--------|------|------|------|-------|---------|
| 1      | 1848 | 1848 | 1848 | 1848  | 1848    |
| 2      | 1848 | 1848 | 1848 | 1848  | 1848    |
| 3      | 1848 | 1848 | 1848 | 1848  | 1848    |
| 4      | 1848 | 1848 | 1848 | 1848  | 1848    |
| 5      | 1848 | 1848 | 1848 | 1848  | 1848    |
| 6      | 1848 | 1848 | 1848 | 1848  | 1848    |
| 7      | 1848 | 1848 | 1848 | 1848  | 1848    |
| 8      | 1848 | 1848 | 1848 | 1848  | 1848    |
| 9      | 1848 | 1848 | 1848 | 1848  | 1848    |
| 10     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 11     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 12     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 13     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 14     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 15     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 16     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 17     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 18     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 19     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 20     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 21     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 22     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 23     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 24     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 25     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 26     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 27     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 28     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 29     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 30     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 31     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 32     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 33     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 34     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 35     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 36     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 37     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 38     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 39     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 40     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 41     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 42     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 43     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 44     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 45     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 46     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 47     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 48     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 49     | 1848 | 1848 | 1848 | 1848  | 1848    |
| 50     | 1848 | 1848 | 1848 | 1848  | 1848    |

Recorded 10/23/18

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.



COUNTY COUNCIL OF BEAUFORT COUNTY  
OFFICE OF THE INTERIM COUNTY ADMINISTRATOR  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD

CHERYL H. HARRIS  
EXECUTIVE ASSISTANT

POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2027  
FAX: (843) 255-9403  
www.bcgov.net

JOHN L. WEAVER  
INTERIM COUNTY ADMINISTRATOR

January 24, 2019

Mr. William A. Prokop, City Manager  
City of Beaufort  
1911 Boundary Street  
Beaufort, SC 29902

RE: Whitehall Park

Dear Bill:

I know that other city officials and you are aware of Beaufort County's purchase of a 9.68 acre parcel from Whitehall Point Holdings, LLC, Sam Levin acting on behalf of the Seller.

A dispute between the Purchaser and the Seller has arisen surrounding this sale. The issue involves an Easement Agreement over the property belonging to the County. Although the document was signed by the Seller and subsequently recorded, the Easement Agreement was never signed by the Purchaser and Beaufort County disputes the legitimacy of the filed documents.

Please note that Beaufort County has not provided either Mr. Levin, his corporation or any associated employee or agent access to our property. I do not know if there are any pending plans or permits being reviewed by the City involving the County's property; but, if so, those items should be held in abeyance until such time that there is a resolution of this dispute.

I trust that you will provide this letter / notice to the appropriate City staff.

Sincerely,



John L. Weaver  
Interim County Administrator

JLW:ch

cc: Stu Rodman, Chairman, County Council  
Paul Sommerville, Vice Chairman, County Council  
Thomas J. Keaveny, County Attorney

L. PB  
RC PB  
Beaufort County  
Attorney

BEAUFORT COUNTY SC - ROD  
BK 3732 Pgs 2619-2625  
FILE NUM 2019004677  
01/25/2019 09:56:09 AM  
REC'D BY pbaxley RCPT# 91934  
RECORDING FEES \$0.00

STATE OF SOUTH CAROLINA )  
)  
)  
)  
)  
COUNTY OF BEAUFORT )

**NOTICE AND AFFIDAVIT OF  
ERRONEOUS EASEMENT  
AGREEMENT RECORDED IN  
BOOK 3709 AT PAGES 1713-1717**

Beaufort County, a political subdivision of the State of South Carolina ("County"), hereby gives notice that the Easement Agreement which was filed on **October 23, 2018** and recorded in Book 3709 at Pages 1713-1717 (Exhibit "A") was filed in error as, at the time thereof, no such Easement Agreement existed between the parties, Beaufort County did not sign the Agreement and, as of the date of this Notice and Affidavit, no such Agreement exists and Beaufort County has not signed any such Agreement. **Notice is hereby given that no such Easement Agreement exists.**

This Notice is based upon the following facts:

1. On October 23, 2018 Beaufort County was presented with a number of documents which needed to be signed in order for Beaufort County to purchase 9.68 acres of land as more fully described in the Title to Real Estate (General Warranty Deed) which was also filed on October 23, 2018 and recorded in Book 3709 Pages 1708-1712.
2. Among the documents which were presented was an Agreement of Sale, a Closing Statement, a Grant of Conservation Easement, an Agreement for Development Services for Whitehall Park and an Easement Agreement.
3. The Agreement for Development Services for Whitehall Park and the Easement Agreement contained terms which had not, and which to this day have not, been agreed to by Beaufort County Council. Neither the Interim County Administrator nor any other representative of Beaufort County had the authority to sign the Agreements as presented at closing.
4. The Easement Agreement which appears at Book 3709 Pages 1713-1717 was not signed by Beaufort County at the closing or anytime thereafter.

TSK  
08/19/2

Approved by Beaufort County  
*Sharon J. Leaveney*  
January 25, 2019  
Legal Department

It was moved by Mr. Flewelling, no second required, that Council approve on third and final reading a Map Amendment to the Beaufort County Community Code, Preamble, Division P20, Page P10 and P11 to remove the Hamlet Place Type from the Buckingham Landing Community at the foot of the bridge to Hilton Head Island. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000 (REFERENCE ITEM 8A)**

The Chairman opened a public hearing beginning at 6:36 p.m. for the purpose of receiving public comment regarding issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bond (Palmetto Goodwill Project) Series 2018, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as amended, in the aggregate principal amount of not exceeding \$20,000,000. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:37 p.m.

**MATTERS ARISING OUT OF EXECUTIVE SESSION**

It was moved by Mr. Covert, seconded by Mr. Flewelling, that Council approve the expenditure of \$785,000 from Rural and Critical Lands Preservation Funds for the purchase of 110 Davis Road in Bluffton, South Carolina for the Okatie Connector Project (Project 2018C). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

It was moved by Mr. Glover, seconded by Mr. Flewelling, that Council adopt a resolution authorizing the Interim County Administrator to sign any document necessary in the purchase of 9.72 acres of Whitehall property to be used as a passive park, provided that Beaufort County, City of Beaufort and the seller are able to agree on terms which are agreeable by all parties. The agreement, which the parties reach, must be brought back before Council for review to consider the action at the September 10, 2018 meeting of Council. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

5/12/18  
Handwritten

prepared without the benefit of a title exam by:  
Derek C. Gilbert, Esq  
Gilbert Law Firm LLC  
2 Professional Village Circle  
Beaufort, South Carolina 29907  
Tel: 843-524-4000  
Fax: 843-524-4006  
derek@dcgilbert.com  
File No. 181546- WHITEHALL ST



BEAUFORT COUNTY SC - ROD  
BK 3709 Pgs 1708-1712  
FILE NUM 2018057412  
10/23/2018 09:34:54 AM  
REC'D BY rbins RCPT# 909635  
RECORDING FEES \$0.00

Parcel ID No. PORTION OF R123 014 000 0002 0000

\*\*\*\*\*AREA ABOVE THIS LINE RESERVED FOR RECORDING\*\*\*\*\*

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                )           TITLE TO REAL ESTATE  
  )           (General Warranty Deed)

GRANTOR: Whitehall Point Holdings, LLC

GRANTEE: Beaufort County

Grantee's Address: PO Box 1228, Beaufort, SC 29901

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENT, that Grantor, for and in consideration of the sum of TEN and 00/100 Dollars, (\$10.00) and other valuable consideration, paid by Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, SUBJECT TO the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, the real estate (the "Premises") described on Exhibit A attached hereto and incorporated herein.

This conveyance is made SUBJECT TO all easements, conditions, covenants and restrictions of record.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

APPROVED FOR RECORDING  
BY: [Signature]  
BEAUFORT COUNTY ATTORNEY  
DATE: 10-23-2018



6  
12  
G. Gilber

RECORDED  
2018 Dec -03 01:33 PM  
*[Signature]*  
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD  
BK 3705 Pgs 0206-0211  
FILE NUM 2018054100  
10/03/2018 04:18:21 PM  
RCPT# 907670  
RECORDING FEES 12.00  
County Tax County 6,105.00  
State Tax State 14,430.00

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF BEAUFORT            )     TITLE TO REAL ESTATE

Know all men by these presents that **First Chatham Bank**, for an in consideration of the sum of **Five Million Five Hundred Fifty Thousand and no/100 (\$5,550,000.00)** Dollars, to it in hand paid by **Whitehall Point Holdings, LLC**, 1124 Park West Boulevard, Suite 101, Mount Pleasant, SC, 29466, the receipt whereof is acknowledged, have bargained, sold and released, and by these presents does hereby grant, bargain, sell and release, subject to the unto Whitehall Point Holdings, LLC, subject to the easements, restrictions, and conditions set forth in the legal description below, and its successors and assigns, forever, the below described real property, to wit:

**Lot 9, Block A**

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on Lady's Island, Beaufort County, South Carolina, shown and described as **Lot 9, Block A, Harborview Development** on a plat prepared by R.D. Trogdon, Sr., R.L.S., dated May 10, 1955 and recorded in Plat Book 10 at page 23, further shown on an individual plat prepared by Niels Christensen, R.L.S. dated January 27, 1977 and recorded in Deed Book 246 at Page 1843, and further shown on an individual plat prepared by David S. Youmans, R.L.S., dated **April 9, 2003** and recorded in **Records Book 1772 at Page 932**, Office of the Register of Deeds for Beaufort County, South Carolina.

**II. Seller's Account**

|  |                       |
|--|-----------------------|
| <b>Gross Amount Due at Closing</b>   | <b>\$5,450,000.00</b> |
| <u>Less:</u>   |                       |
| Gilbert Law Firm ~ Attorneys' Fees   | \$ 5,000.00           |
| Beaufort County Treasurer 2018 Real Property Taxes<br>R123-014-000-0002<br>Key #00259785 | \$ 37,994.29          |
| Beaufort County Register of Deeds<br>Recording of Partial Release                        | \$ 5.00               |
| <b>Partial Release Fee – IberiaBank</b><br>Account # 5300532231                          | <b>\$2,509,730.66</b> |
| Howell, Gibson and Hughes, PA<br>Wire fees   | \$ 25.00              |
| <b>Payment to Larry Paragano</b>   | <b>\$2,897,245.05</b> |
| <b>NET CASH DUE SELLER AT CLOSING</b>  | <b>\$ -0-</b>         |

**III. Buyer's Account**

|  |                       |
|--|-----------------------|
| 1. Deposit – Earnest Money (BCOLT)             | \$ 50,000.00          |
| 2. Paid by Beaufort County                     | \$4,371,000.00        |
| 3. Paid by BCOLT (Felburn Foundation)          | \$1,000,000.00        |
| 4. Paid by Public Donations through BCOLT      | 29,000.00             |
| Title Commitment/Policy (\$10,010.00)          | POC                   |
| Title Search – Title Abstract 4 U (\$1,900.00) | POC                   |
| <b>NET CASH DUE FROM BUYER</b>                 | <b>\$5,450,000.00</b> |

**IV. Agreement of Parties**

1. Each of the parties hereto agrees and acknowledges that it has reviewed and approved the disbursements shown herein. The parties agree to cooperate in correcting any mathematical or other error on this Closing Statement.

# WHITEHALL

## CONCEPTUAL MASTER PLAN

FOR ILLUSTRATIVE PURPOSES



| 4.5: BUILDING TYPES  |        | PERMITTED ZONING DISTRICTS |                    |
|--|--------|----------------------------|--------------------|
|  | SKETCH | PLAN                       |                    |
| A. Carriage Houses This is a secondary structure that provides most, double living spaces adjacent to a main house (i.e., secondary dwelling, the porch, dining hall, it is often used for rental housing, and may be live working, or located above a garage or parking area.   |        |                            | T1, R1, R2, C      |
| B. Single-Family Attached Homes This is the predominant residential building type in Beaufort. The form also is similar to and carries over to the form a small cottage or a large mansion. Details and design types vary by lot area.   |        |                            | T1, T1.5           |
| C. 2-3 Unit Homes This is a house form that normally fits into a predominantly single-family neighborhood, but contains multiple dwelling units. The units may be side-by-side, or stacked. They typically have separate entrances off of the street, but may share a common entrance. They are located under one roof and do not have passenger loading zones.  |        |                            | T1.5, T1.5, C      |
| D. Row Homes This is an attached residential building type that is part of a row of other residences with more than 2 units in a row. The combination of 3 or more units is considered a 3-unit building. Row homes may have separate entrances off of the street, or be connected under one roof. They are almost always the reverse side of a lot from the parking, and are typically accessed by steps. They may also utilize the frontyard and porch design types. |        |                            | T1.5, T1.5, C      |
| E. Apartments Homes This is a large-scale building (i.e., multi-family building) that consists of many dwelling units. They often occupy corner lots, or are located in converted commercial buildings. The ground floor is often a minimum of 18 inches for parking.  |        |                            | T1.5, R1, C        |
| F. Live-Work/Workshop This is a building that contains residential, commercial, or office space, typically of a small scale, but may be larger. They are typically located in the upper levels. They are typically accessed, but may be accessed through the ground floor. They have a minimum amount of parking, and often utilize the simplest design type.  |        |                            | T1.5, R1, C, IL, C |

\* BUILDING TYPES AND DWELLING UNITS MAX ILLUSTRATED ON PLAN ARE CONCEPTUAL AND SUBJECT TO CHANGE.



MAJOR SUBDIVISION PROCESS  
CONCEPTUAL / PRELIMINARY PLAT APPLICATION

Department of Planning & Development Services  
1911 Boundary Street, Beaufort, South Carolina, 29902  
p. (843) 525-7011 / f. (843) 986-5606  
[www.cityofbeaufort.org](http://www.cityofbeaufort.org)

Application Fee: \$0

OFFICE USE ONLY: Date Filed: \_\_\_\_\_ Application #: \_\_\_\_\_ Zoning District: \_\_\_\_\_  
Site Area: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

**Schedule:** The Metropolitan Planning Commission (MPC) typically meets the 3<sup>rd</sup> Monday of each month at 5:30pm. The complete schedule, along with the list of deadlines, may be found here - <http://www.cityofbeaufort.org/metropolitan-planning-commission.aspx>

**Review Request:**  Conceptual  Preliminary

**Submittal Requirements:** 6 hard copies and 1 digital copy of all forms and information are required. In addition to a complete application form, applicants are required to submit the following information. Additional information, such as traffic studies, stormwater concepts/calculations, arborist report, may be required.

**Conceptual Request:** Sketch Plan as described in Section 9.3.1.B, Conceptual Plat showing lots, roads and street sections, sidewalks, existing/proposed trees, open space.

**Preliminary Request:** Site Plan for Preliminary Plat as described in Section 9.3.1.C

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application?  Yes  No

**Applicant, Property, and Project Information**

Applicant Name: Whitehall Point Holdings

Applicant Address: 156 Spanish Point Drive, Beaufort, SC 29902

Applicant E-mail: sam.levin234@gmail.com Applicant Phone Number: 843-345-0824

Applicant Title:  Homeowner  Tenant  Architect  Engineer  Developer  Contractor

Owner (if other than the Applicant): \_\_\_\_\_

Owner Address: \_\_\_\_\_

Project Name: Whitehall

Property Address: \_\_\_\_\_

Property Identification Number (s) (Tax Map & Parcel Number): \_\_\_\_\_

Meeting Date Requested: 2/19/18

**Certification of Correctness:** I/we certify that the information in this application is correct.

Applicant's Signature: Samuel M. Levin Date: 1/31/18

See Section 9.3.3 of The Beaufort Code for complete information about the Major Subdivision Process updated January 30, 2016 | 1 of 2 | This form is also available online at [www.cityofbeaufort.org](http://www.cityofbeaufort.org)

1807-01

**COMPLETE APPRAISAL  
SUMMARY REPORT**

**OF**

**PORTION OF WHITEHALL PROPERTY - 10 +- ACRES  
SEA ISLAND PARKWAY  
BEAUFORT, SC 29907**

**FOR**

**RURAL AND CRITICAL LANDS PRESERVATION PROGRAM  
c/o BARBARA HOLMES, CONSERVATION DIRECTOR  
BEAUFORT COUNTY OPEN LAND TRUST  
[barbara@openlandtrust.com](mailto:barbara@openlandtrust.com)**

**EFFECTIVE DATE OF APPRAISAL  
AS OF: JULY 11, 2018**

**BY**

**GEORGE R. OWEN, MAI  
CERTIFIED GENERAL APPRAISER  
7 CLAIRE'S POINT RD.  
BEAUFORT, SC 29907**

**DATE REPORT ISSUED: JULY 13 2018**

**RECORDATION REQUESTED BY:**

IBERIABANK  
Greenville Market Branch  
110 E Court St., Suite 101  
Greenville, SC 29601

**WHEN RECORDED MAIL TO:**

IBERIABANK  
Greenville Market Branch  
110 E Court St., Suite 101  
Greenville, SC 29601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**

**MAXIMUM LIEN.** The amount of indebtedness secured by this Mortgage, including the outstanding amount of the Note and all future advances shall at no time exceed the principal amount of **\$3,000,000.00**, plus interest, reasonable attorneys' fees, court costs and the expenses to preserve and protect the Property. Interest under the Note will be deferred, accrued or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

**THIS MORTGAGE** dated September 28, 2018, is made and executed between **Whitehall Point Holdings, LLC**, a South Carolina limited liability company, whose address is 1124 Park West Boulevard, Suite 101, Mt. Pleasant, SC 29466 (referred to below as "Grantor") and **IBERIABANK**, whose address is 110 E Court St., Suite 101, Greenville, SC 29601 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Beaufort County, State of South Carolina:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as **9 Whitehall Drive, Beaufort, SC 29907**.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, under which Lender may make advances to Borrower up to a maximum principal amount of **\$3,000,000.00** so long as Borrower complies with all the terms of the Note. This Mortgage shall remain an open mortgage of record to secure future advances in accordance with Section 29-3-50, as amended; Code of Laws of South Carolina (1976) even in the event all sums secured by this Mortgage may be fully paid at any one time; however, upon request of Grantor, Lender will cause this Mortgage to be released and cancelled of record upon full payment of all indebtedness then owing, and upon such cancellation of this Mortgage of record, this Mortgage shall become null and void. Such release shall be without charge to Grantor; however, Grantor shall pay all costs of recordation, if any, and all documentary stamps due on the Note evidencing future advances secured by this Mortgage.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).



**PARK ± 10 acres**

US HWY 21 / SEA ISLAND PARKWAY

FACTORY CREEK

LADY'S IS BOAT LAN

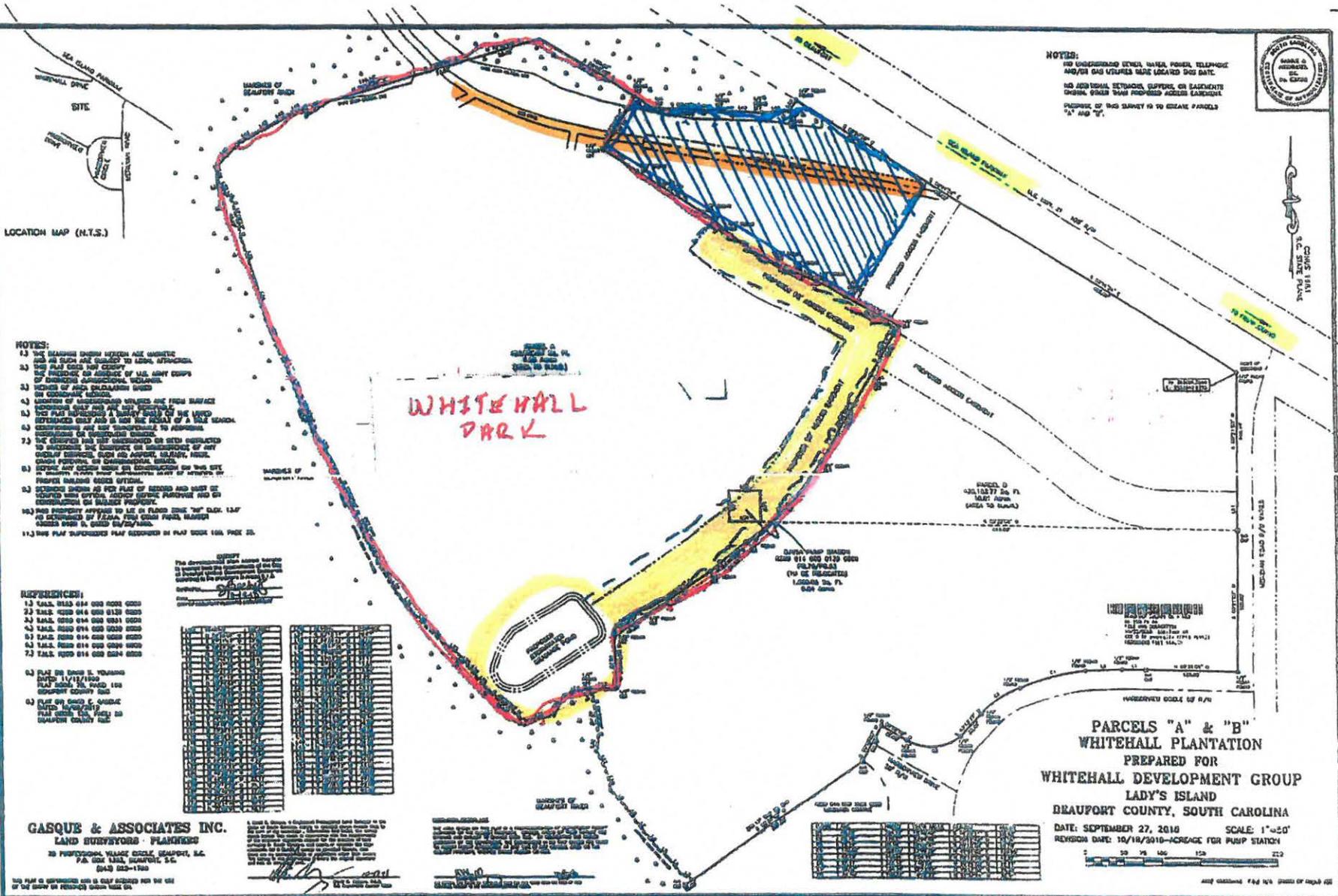
MUFORT RIVER





**NOTES:**  
 NO UNDERGROUND UTILITIES, WATER, POWER, TELEPHONE AND/OR GAS UTILITIES WERE LOCATED DURING THIS SURVEY.  
 NO ADDITIONAL SETBACKS, ELEVATIONS, OR EASEMENTS WERE SHOWN OTHER THAN THOSE PROVIDED HEREON.  
 PURPOSE OF THIS SURVEY IS TO CREATE PARCELS "A" AND "B".

COMPILED BY  
 JAMES O. HENDERSON  
 11/11/2010



LOCATION MAP (N.T.S.)

- NOTES:**
1. THE BOUNDARY BETWEEN THIS AND ADJACENT PARCELS IS SHOWN AS SHOWN ON RECORD MAPS.
  2. THIS PLAN SHOWS THE EXISTING AND PROPOSED BOUNDARIES OF THIS PROPERTY AS SHOWN ON RECORD MAPS.
  3. THE BOUNDARY BETWEEN THIS AND ADJACENT PARCELS IS SHOWN AS SHOWN ON RECORD MAPS.
  4. THE BOUNDARY BETWEEN THIS AND ADJACENT PARCELS IS SHOWN AS SHOWN ON RECORD MAPS.
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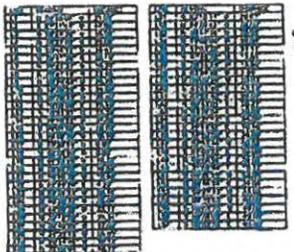
**WHITEHALL PARK**

**PARCELS "A" & "B"**  
**WHITEHALL PLANTATION**  
 PREPARED FOR  
**WHITEHALL DEVELOPMENT GROUP**  
 LADY'S ISLAND  
 DRAUFORT COUNTY, SOUTH CAROLINA

DATE: SEPTEMBER 27, 2010 SCALE: 1"=50'  
 REVISION DATE: 10/18/2010-ACRAGE FOR PUMP STATION



- REFERENCES:**
1. TALS. 1143 014 000 0000 0000
  2. TALS. 1143 014 000 0120 0000
  3. TALS. 1143 014 000 0001 0000
  4. TALS. 1143 014 000 0002 0000
  5. TALS. 1143 014 000 0003 0000
  6. TALS. 1143 014 000 0004 0000
  7. TALS. 1143 014 000 0005 0000



**GASQUE & ASSOCIATES INC.**  
 LAND SURVEYORS - PLANNERS  
 30 PROFESSIONAL VILLAGE CIRCLE, DRAUFORT, S.C.  
 P.O. BOX 1383, DRAUFORT, S.C.  
 29535-1383

THIS PLAN IS SUBMITTED AND IS ONLY VALID FOR THE USE OF THE SURVEY OR REFERENCE TO THE SURVEY.

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.

| NO. | DESCRIPTION               | AREA (SQ. FT.) |
|-----|---------------------------|----------------|
| 1   | PARCEL A                  | 1,234,567      |
| 2   | PARCEL B                  | 987,654        |
| 3   | WHITEHALL PARK            | 5,432,109      |
| 4   | PROPOSED STRUCTURE        | 123,456        |
| 5   | PROPOSED PARKING          | 78,901         |
| 6   | PROPOSED DRIVEWAY         | 34,567         |
| 7   | PROPOSED EASEMENT         | 12,345         |
| 8   | PROPOSED UTILITY          | 6,789          |
| 9   | PROPOSED FENCE            | 3,456          |
| 10  | PROPOSED SIGN             | 1,234          |
| 11  | PROPOSED LIGHTING         | 567            |
| 12  | PROPOSED LANDSCAPE        | 234            |
| 13  | PROPOSED WALKWAY          | 123            |
| 14  | PROPOSED BIKEWAY          | 67             |
| 15  | PROPOSED PLAYGROUND       | 34             |
| 16  | PROPOSED TENNIS COURT     | 17             |
| 17  | PROPOSED SWIMMING POOL    | 8              |
| 18  | PROPOSED GOLF COURSE      | 4              |
| 19  | PROPOSED BASKETBALL COURT | 2              |
| 20  | PROPOSED HOCKEY RINK      | 1              |

DATE: SEPTEMBER 27, 2010 SCALE: 1"=50'

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**AGREEMENT FOR DEVELOPMENT SERVICES FOR WHITEHALL PARK**

THIS AGREEMENT FOR DEVELOPMENT SERVICES FOR WHITEHALL PARK (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between WHITEHALL POINT HOLDINGS, LLC, (“WPH”) and BEAUFORT COUNTY, a subdivision of the State of South Carolina (“County”).

WITNESSETH:

WHEREAS, the County has agreed to purchase certain property known as Whitehall Park located in The City of Beaufort, Beaufort County, South Carolina from WDG as described on Exhibit “A” pursuant to that certain Agreement of Sale between WPH and County dated on or about the date hereof (“Purchase Agreement”), and the parties have had discussions with regard to mutually beneficial obligations that shall extend beyond the conveyance of the property and it is their desire to document their understandings with respect to said property; and

WHEREAS, WPC intends to to make a charitable gift to the County of (a) the difference between the Purchase Price and the fair market value of the Property as more specifically addressed in the Purchase Agreement, and (b) the value of the costs and expenses incurred by WPC in providing the design and development services for the development of the Property into a public park pursuant to this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the County and WPH agree as follows:

1. Schematic Park Design. WPH agrees to provide, at WPH’s expense and at no expense to County, a schematic Whitehall Park design produced by Witmer, Jones, Keefer Ltd. Relevant County staff and City of Beaufort staff shall participate in the development of the schematic park design. This process shall include at least one public workshop hosted by the County.

The schematic park design shall also include the parking areas referenced in Paragraph 4.

2. Civil Design and Permits. WPH agrees to provide, at WPH’s expense and at no expense to County, civil design services, plans and permits from DEHEC and OCRM for Whitehall Park, submitted by Carolina Engineering. Civil engineering plans shall include the stormwater outfall area benefitting both parties on park property referenced in Paragraph 7 below, labelled “Proposed Pond” on that certain plat entitled “Parcels “A” and “B” Whitehall Plantation Prepared for Whitehall Development Group, Lady’s Island, Beaufort County, South Carolina, Date: September 27, 2018” by Gasque & Associates, Inc.” recorded in Plat Book 150, Page 38 in the Register of Deeds in Beaufort County, South Carolina on October 3, 2018.

caused by or results from acts beyond the affected party's reasonable control (a "Force Majeure Event"), including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

13. WPH Charitable Gift. WPH intends to make as a charitable gift to County the value of the expenses incurred by WPH in connection with WPH fulfilling its obligations under this Agreement. WPH acknowledges that County and/or its agents shall not take a position on either the value or the tax deductibility of any charitable donation value claimed by the WPH as a result of WPH performing its obligations under this Agreement. Should WPH choose to file for federal and/or state charitable donation benefits pursuant to WPH performing its duties and incurring expenses pursuant to this Agreement, WPH must provide documentation of such expenses to County and allow five (5) business days for County's review. County agrees to work in good faith with WPH to provide required documentation; however, County reserves the right to refuse to provide a gift acknowledgement letter or to execute WPH's IRS Form 8283 if County has significant concerns about the appraisal value or the tax deduction.

14. Miscellaneous.

- a. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.
- b. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Purchase Agreement, the statements in the body of this Agreement shall control.
- c. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- d. Notices. Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the WPC or the County, (2) via facsimile with the original

**MINUTES  
COUNTY COUNCIL OF BEAUFORT COUNTY  
SPECIAL SESSION**

**February 6, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

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

**Attendance**

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Michael Covert, Brian Flewelling, York Glover, Chris Hervochon, Alice Howard, Lawrence McElynn, Joe Passiment.

Absent: Gerald Dawson, Mark Lawson

Staff: Tom Keaveny, John Weaver

Others: Sarah McKee

**Call to Order**

Chairman Rodman called the meeting to order at 9:30 a.m.

**Pledge of Allegiance**

The Chairman led the Pledge of Allegiance.

**Approval of Agenda**

There was no motion to approve the agenda.

**Executive Session**

It was moved by Mr. Flewelling, seconded by Mr. Passiment to go immediately into executive session to discuss the employment of a person regulated by County Council and to discuss candidates for Beaufort County Administrator. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. McElynn, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

No matters arose from executive session.

**Adjournment**

The meeting adjourned at 11:27 a.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

Ratified:

DRAFT

**MINUTES  
COUNTY COUNCIL OF BEAUFORT COUNTY  
CAUCUS**

**February 11, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

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

**Attendance**

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Michael Covert, Gerald Dawson, Brian Flewelling, York Glover, Chris Hervochoon, Alice Howard, and Joe Passiment

Absent: Mark Lawson, Lawrence McElynn

**Call to Order**

Chairman Rodman called the meeting to order at 5:00 p.m.

**Pledge of Allegiance**

The Chairman led the Pledge of Allegiance.

**Approval of Agenda**

It was moved by Mr. Flewelling, seconded by Mr. Covert that Council approve the agenda. The vote: YEAS: Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochoon, Mrs. Howard, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

**Executive Session**

It was moved by Mr. Flewelling, seconded by Mr. Hervochoon to go immediately into executive session for a legal briefing on a contractual matter relating to potential litigation. The vote: YEAS: Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochoon, Mrs. Howard, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

No matters arose from executive session.

**Adjournment**

The meeting adjourned at 5:53 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

Ratified:

DRAFT

**MINUTES  
COUNTY COUNCIL OF BEAUFORT COUNTY  
REGULAR SESSION**

**February 11, 2019**

Council Chambers, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

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

**Attendance**

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Michael Covert, Gerald Dawson, Brian Flewelling, York Glover, Chris Hervochon, Alice Howard, and Joe Passiment

Absent: Mark Lawson, Lawrence McElynn

**Call to Order**

Chairman Rodman called the meeting to order at 6:03 p.m.

**Pledge of Allegiance and Invocation – Councilman York Glover**

Mr. Glover led the Pledge of Allegiance and gave the invocation.

**Approval of Agenda**

It was moved by Mr. Passiment, seconded by Mr. Glover that Council approve the agenda. The vote: YEAS: Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

**Presentation**

**A. Update: Hwy 278 Corridor / Jenkins Island (Windmill Harbour) Construction Project  
Rob McFee, Director of Construction, Engineering and Facilities**

- The passage of the one-cent transportation referendum drastically changed how improvements along this corridor are viewed. The County is legally bound to follow the requirements of the National Environmental Policy Act (NEPA). Any deviations of that process will expose the Environmental Assessment (EA) that is currently underway to legal scrutiny and will limit the ability to leverage state and federal funding. Improvements could be made but would be subject to removal, at the County's expense, if they do not comply with the final solution of the corridor. That is the way the SC Department of Transportation (SCDOT) will view any improvements that are done on the U.S. 278 Corridor within the EA bounds.

- The Jenkins Island Improvement Project is proceeding as planned. The utilities are currently being relocated and the County is working with the Town of Hilton Head Island for right of way acquisitions. The project may be ready to receive bids in the next few months.
- Three options were discussed: 1) Install a traffic light at Windmill Harbour. 2) Move forward with a portion of the project which would be to install the two smart signals with acceleration and deceleration lanes 3) Continue on with the entire project.
- Staff is currently engaged in discussions with SCDOT over the matter, exploring all options. Perhaps there is a temporary solution to address the safety problem that doesn't put the county cross-wise with the larger process or violate the EA. However, SCDOT has the final say on the installation of traffic lights.
- Copies of an SCDOT report with the status of the bridge project were available to the public.
- Mr. Rodman said that Council will make this a priority and have a special meeting if needed. Staff engineers will continue their work towards a solution.
- Citizens may contact Council members to find out the current status of the issue.

**B. Consideration of a resolution in support of a traffic signal on Jenkins Island at the Windmill Harbour entrance**

- It was determined that, at this time, a resolution was not needed.

**Public Comments**

Mike Garrigan asked Council to stop delaying the highway safety construction project at Windmill Harbour.

Charles Perry commented that the highway safety construction project at Windmill Harbour will be a given in the NEPA study because the highway is already in place.

Tim Golde implored Council to do something now to correct the traffic safety hazards at Windmill Harbour.

Don Baldwin commented that the significant highway safety issues need to be corrected now.

Jim Drary suggested perhaps implementing a simplified plan to address traffic safety at Windmill Harbour.

Gary Woods commented that Council do something before there is a fatality (at Windmill Harbour).

Tom Crews understands the challenges and difficulties with the highway improvements but a traffic signal at Windmill Harbour is imperative.

Nick Acres asked that if Council passed a resolution to support the safety improvements and SCDOT denied the request, would the project die? Council responded yes.

## **Consent Agenda**

### **A. Approval of Minutes**

January 28, 2019 Regular Session

It was moved by Mr. Flewelling, seconded by Mr. Passiment that Council approve the minutes of the regular session held January 28, 2019. The vote: YEAS: Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

## **Non-Consent Agenda**

### **A. First reading of an ordinance regarding an amendment to the zoning map in Southern Beaufort County (Sawmill Forest)**

Ordinance Title: *Southern Beaufort County Zoning Map Amendment for R600 032 000 0005 0000 (2.42 Acres on the West Side of Trimblestone Road Directly North of Sawmill Forest) from Sawmill Forest PUD (Planned Unit Development) to T2-Rural*

It was moved by Mr. Hervochon, seconded by Mr. Passiment, that Council approve 1<sup>st</sup> reading of Southern Beaufort County Zoning Map Amendment for R600 032 000 0005 0000 (2.42 Acres on the West Side of Trimblestone Road Directly North of Sawmill Forest) from Sawmill Forest PUD (Planned Unit Development) to T2-Rural. The vote: YEAS: Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

### **B. First reading of an ordinance regarding an amendment to the zoning map in Southern Beaufort County (Stroup Lane)**

Ordinance Title: *Southern Beaufort County Zoning Map Amendment for R600 040 000 0448 0000 (5.09 Acres on the South Side of Stroup Lane Road Approximately 475 feet East of Burnt Church Road) from T3 Hamlet Neighborhood to T2 Rural Center*

It was moved by Mr. Flewelling, seconded by Mr. Covert to approve 1<sup>st</sup> reading of Southern Beaufort County Zoning Map Amendment for R600 040 000 0448 0000 (5.09 Acres on the South Side of Stroup Lane Road Approximately 475 feet East of Burnt Church Road) from T3 Hamlet Neighborhood to T2 Rural Center. The vote: YEAS: Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

## **Discussion and Action Items**

Mr. Covert publically recognized Phil Foot, Shannon Loper and Matt Watts for their partnership with Bluffton Youth Sports to help obtain new equipment, with the use of facilities, and support with an upcoming summer tournament. Ms. Loper and Mr. Watts are the Director and Deputy Director of the Parks and Recreation Department.

**A. Administrator’s Report John Weaver, Interim County Administrator**

- On February 6, 2019, executive recruiting firm, GovHR met with Council to review five Tier 1 and five Tier Two applicants for the County Administrator’s position. There were 71 applicants total. Several applicants will be scheduled to interview with Council soon.
- A draft agenda for the Planning Retreat was distributed for Council input. The agenda will be finalized in the next 10 days.
- An ordinance outlining the Rules and Procedures for Council will be presented for consideration at the next regular session.
- Mr. Flewelling requested Mr. Weaver include a summary of his meeting schedule as part of his regular administrator reports.

**B. Committee Reports**

There were no committee reports.

**C. Nominations / Appointments to Boards and Commissions**

- Appointment of Bruce Doneff, Board of Assessment Appeals
- Appointment of Stephen Koch, Board of Assessment Appeals
- Appointment of William Kuttruff, Board of Assessment Appeals
- Appointment of Joseph Naughton, Drug and Alcohol Abuse Board

Nomination and appointment received from the floor:

- Lawrence McElynn nominated Kathryn McDonagh to the Beaufort Memorial Hospital Board
- Lawrence McElynn brought forward the appointment of Dr. Craig Billig to the Beaufort Memorial Hospital Board (nominated at the Council Meeting on November 5, 2018)

It was moved by Mr. McElynn, seconded by Mr. Flewelling to approve the appointments of Dr. Craig Billig, Bruce Doneff, Stephen Koch, William Kuttruff and Joseph Naughton and to accept the nomination of Kathryn McDonagh. The vote: YEAS: Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed.

Per the current Rules and Procedures, a two-week waiting period is required between a nomination and an appointment to boards and commissions. Mr. Rodman suggested and Council agreed to remove this procedure. A withdrawal of a nomination has never occurred in past thirteen years. Nominations for appointments and reappointments will come forward through Committee and be placed under the Consent Agenda for final approval eliminating the two-week waiting period. Council members will still have an option to remove or add nominations before a final vote. This change will be reflected in the upcoming ordinance codifying the Rules and Procedures of Council.

Mr. Rodman suggested Committee Chairs periodically introduce citizens who have been appointed and to thank those coming off the boards. It will also create the opportunity to educate citizens of what the County's 28 boards do.

**Executive Session**

It was moved by Mr. Flewelling, seconded by Mr. Passiment to go immediately into executive session for the discussion of a personnel matter relating to the Administrator's search. The motion was not voted upon. The executive session began at 7:39 p.m.

**Matters Arising out of Executive Session**

It was moved by Mr. Flewelling, seconded by Mr. Hervochon to come out of executive session. The vote: YEAS: Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Passiment, Mr. Rodman and Mr. Sommerville. The motion passed. The executive session ended at 7:52 p.m.

No matters arose from executive session.

**Citizen Comments**

There were no public comments.

**Adjournment**

The meeting adjourned at 7:52 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

Ratified:

**2019**  
**Community Development**  
**Block Grant (CDBG)**

**BEAUFORT COUNTY**

*Program Year: April 1, 2019 – March 31, 2020*

**Community and Economic Development**  
**Strengthening People Strengthening**  
**Communities**

## FAIR HOUSING IS THE LAW

Also, as a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing. Title VIII of the Civil Rights of 1968 stipulates that we all have the right to be treated fairly regardless of our **race, color, religion, sex, familial status, or national origin.**

**In the sale and rental of housing**

**In residential real estate transactions**

**In the provision of brokerage services**



***If you believe that you have been a victim of discriminatory housing practices, you have avenues by which the matter can be investigated.***



**Beaufort County and Lowcountry Council of Governments are committed to Fair Housing.**

**For more information contact**

**LCOG at (843) 473-3990.**

**The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI).**

# LMI QUALIFIED

| Beaufort<br>County                           | 1<br>Person | 2<br>Person | 3<br>Person | 4<br>Person | 5<br>Person | 6<br>Person | 7<br>Person | 8+<br>Person |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| 30%<br>Limits                                | \$15,200    | \$17,350    | \$20,780    | \$25,100    | \$29,420    | \$33,740    | \$38,060    | \$42,380     |
| Median<br>Family<br>Income:<br>50%<br>Limits | \$25,300    | \$28,900    | \$32,500    | \$36,100    | \$39,000    | \$41,900    | \$44,800    | \$47,700     |
| \$70,300<br>80%<br>Limits                    | \$40,450    | \$46,200    | \$52,000    | \$57,750    | \$62,400    | \$67,000    | \$71,650    | \$76,250     |

Community and Economic Development  
Strengthening People Strengthening Communities

**The CDBG program has been funded through the State since 1982 by the US Department of Housing and Urban Development (HUD) under Title I of the Housing Community Development Act of 1974 as amended (Title I).**

**The Annual allocation from HUD for the program is administered by the S C Department of Commerce -Division of Grant Administration.**

**SC has been allotted approximately \$20,234,514 in CDBG funds for 2019.**

# **GRANT PROGRAM CATEGORIES**

**There are three broad grant program categories:**

- Community Development**
- Business Development**
- Regional Planning**

**The Community Development Program is further broken down into several subcategories to address infrastructure, community facilities, and neighborhood priorities as follows:**

## COMMUNITY DEVELOPMENT PROGRAM

|  |
|--|
| <b>COMMUNITY INFRASTRUCTURE</b><br><b>\$12,212,771</b>   |
| APPLICATION REQUEST 3/15/19<br>APPLICATION DEADLINE 4/15/19                                      |
| WATER  |
| SEWER  |
| DRAINAGE   |
| ROADS  |
| MINIMUM FUNDING AMOUNT - \$50,000<br>MAXIMUM FUNDING AMOUNT - \$750,000                          |
| <b>SPECIAL PROJECTS      \$300,000</b>   |
| APPLICATION REQUEST 8/16/19<br>APPLICATION DEADLINE 9/16/19                                      |
| HISTORIC PRESERVATION  |
| INNOVATION   |
| ENERGY CONSERVATION  |
| PARK/TRAILS/GREENWAYS<br>MINIMUM FUNDING AMOUNT - \$50,000<br>MAXIMUM FUNDING AMOUNT - \$150,000 |

|  |
|--|
| <b>COMMUNITY ENRICHMENT</b><br><b>\$3,000,000</b>  |
| APPLICATION REQUEST 8/16/19<br>APPLICATION DEADLINE 9/16/19  |
| BROWNFIELD PROJECTS/DEMOLITION OBSOLETE BUILDINGS  |
| DOWNTOWN STREETScape IMPROVEMENTS  |
| PLANNING FOR REGIONAL INFRASTRUCTURE   |
| PUBLIC FACILITIES MODIFICATIONS  |
| LIBRARIES  |
| PUBLICLY OWNED FACILITIES  |
| TRANSPORTATION-ORIENTED PUBLIC FACILITIES  |
| PUBLIC SAFETY FACILITIES/SERVICES  |
| DEMOLITION VACANT, DILAPIDATED STRUCTURES TO ADDRESS/SUPPORT CRIME PREVENTION                            |
| FIRE SUBSTATIONS OR FIRE TRUCKS  |
| HEALTH CLINIC FACILITIES/EQUIPMENT   |
| PUBLIC FACILITY MODIFICATIONS<br>MINIMUM FUNDING AMOUNT - \$50,000<br>MAXIMUM FUNDING AMOUNT - \$500,000 |

|  |
|--|
| <b>READY TO GO      \$600,000</b>  |
| APPLICATION REQUEST ONGOING<br>APPLICATION DUE 30 DAYS AFTER<br>REQUEST    |
| ACTIVITIES LISTED IN COMMUNITY<br>INFRASTRUCTURE & COMMUNITY<br>ENRICHMENT |
| MINIMUM FUNDING AMOUNT - \$50,000<br>MAXIMUM FUNDING AMOUNT - \$500,000    |

|   |
|---|
| <b>NATIONAL OBJECTIVE</b>   |
| <ul style="list-style-type: none"> <li>•Benefit low-to-moderate income (“LMI”) Persons</li> <li>•Aid in the prevention or elimination of slums or blight</li> <li>•Meet other urgent community needs posing a serious threat to the health or welfare of the community</li> </ul> |

|   |
|---|
| <b>NEIGHBORHOOD REVITALIZATION<br/>\$914,708 - MUST HAVE A PLAN</b>                             |
| APPLICATION REQUEST 8/16/19<br>APPLICATION DEADLINE 9/16/19                                     |
| INFRASTRUCTURE - WATER, SEWER,<br>ROADS, DRAINAGE   |
| PUBLIC FACILITIES (SIDEWALKS, SECURITY<br>LIGHTING, CAMERAS, POLICE SUBSTATIONS)                |
| HOUSING - INFRASTRUCTURE TO SUPPORT<br>AFFORDABLE HOUSING                                       |
| HOUSING - LIMITED EXTERIOR ONLY   |
| DEMOLITION AND CLEARANCE OF<br>VACANT/DILAPIDATED PROPERTIES                                    |
| PUBLIC SERVICES (CRIME WATCH PROGRAM,<br>DRUG/GANG EDUCATION,<br>AWARENESS/PREVENTION PROGRAMS) |
| MINIMUM FUNDING AMOUNT - \$50,000<br>MAXIMUM FUNDING AMOUNT - \$500,000                         |

**10% MATCH REQUIREMENT FOR ALL PROJECTS**

# GRANT PROGRAM CATEGORIES

## **Business Development Program: \$2,000,000**

This program provides financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy. Funding will be prioritized based on the following order:

1. New or expanding businesses tied to job creation
2. Area economic development activities not associated with job creation
3. New or expanding local businesses that provide essential goods and services in predominately LMI communities

# GRANT PROGRAM CATEGORIES

**Regional Planning Program: \$ 500,000**

This program is designed to provide CDBG funds to Councils of Governments to assist local governments in developing plans and building local community development capacity.

**State Technical Assistance (1%) \$ 202,345**

**State Administration \$ 504,690**

(2% of allocation+\$100,000)

***TOTAL ESTIMATED 2019 CDBG ALLOCATION \$20,234,514***

# PERFORMANCE THRESHOLD

**A unit of local government can apply for an additional Community Development grant if it has no more than two open CDBG grants (excluding Business Development or Regional Planning grants).**

**However, the open grants must not have exceeded a **30 month grant period**.**

# PERFORMANCE THRESHOLD

**No more than one Neighborhood Revitalization/Village Renaissance or streetscape project.**

**No more than one Ready to Go project.**

**No more than one project for the same general target area/neighborhood open at the same time, unless the current project is under construction.**

BEAUFORT COUNTY/LOWCOUNTRY  
REGIONAL HOME CONSORTIUM

**The Beaufort County/Lowcountry Regional HOME Consortium (LRHC) is comprised of the following counties: Beaufort, Colleton, Hampton, and Jasper and all 21 municipalities in the region.**

BEAUFORT COUNTY/LOWCOUNTRY  
REGIONAL HOME CONSORTIUM

**TOP THREE OBJECTIVES:**

- 1. Rehabilitation of substandard housing**
- 2. Increase accessibility to adequate and affordable housing**
- 3. Support the development and availability of safe, decent, and affordable housing**

# BEAUFORT COUNTY/LOWCOUNTRY REGIONAL HOME CONSORTIUM

**Beaufort, Hampton, Colleton and Jasper Counties have areas that are in need of affordable housing, rehabilitation of substandard housing, and demolition of vacant/dilapidated houses.**

**As the housing stock ages, there becomes a greater need for rehabilitation of substandard houses and the number of vacant/dilapidated houses increases while increasing the number of persons at risk for homelessness.**

**Please give us a list of the priority housing needs for your area to be considered in our upcoming 2019-2020 Annual Action Plan to be submitted to HUD by April 30, 2019.**



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

SOUTHERN BEAUFORT COUNTY MAP AMENDMENT EXISTING PLANNED UNIT DEVELOPMENT (SAWMILL FOREST PUD) TO T2 RURAL

**Council Committee:**

NATURAL RESOURCES

**Meeting Date:**

January 22, 2019

**Committee Presenter (Name and Title):**

MELISSA PEAGLER

**Issues for Consideration:**

R600 032 000 0005 0000 (2.4 ACRES ON THE WEST SIDE OF TRIMBLESTONE ROAD DIRECTLY NORTH OF SAWMILL FOREST); APPLICANT: COMMUNITY DEVELOPMENT STAFF. Staff proposes to change the zoning of the parcel from Sawmill Forest PUD to T2 Rural.

**Points to Consider:**

THIS IS AN ACTUAL MAP CORRECTION REQUEST FROM BC COMMUNITY DEVELOPEMENT STAFF. THE PARCEL SHOULD NOT HAVE BEEN PART OF THE PUD.

**Funding & Liability Factors:****Council Options:**

APPROVE OR DENY

**Recommendation:**

Community Development Staff recommends approval.

2019 / \_\_\_\_

SOUTHERN BEAUFORT COUNTY ZONING MAP AMENDMENT FOR R600 032 000 0005 0000 (2.42 ACRES ON THE WEST SIDE OF TRIMBLESTONE ROAD DIRECTLY NORTH OF SAWMILL FOREST) FROM SAWMILL FOREST PUD (PLANNED UNIT DEVELOPMENT) TO T2-RURAL

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 \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stu Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



COUNTY COUNCIL OF BEAUFORT COUNTY  
**Community Development Department**  
Beaufort County Government Robert Smalls Complex  
Administration Building, 100 Ribaut Road  
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228

**TO:** Beaufort County Planning Commission  
**FROM:** Robert Merchant, AICP, Deputy Community Development Director  
**DATE:** December 20, 2018  
**SUBJECT:** Southern Beaufort County Map Amendment from Existing Planned Unit Development (Sawmill Forest PUD) to T2 Rural for R600 032 000 0005 0000

---

**A. BACKGROUND:**

**Case No.** ZMA-2018-14  
**Owner/Applicant:** C. Nonie Johnson and JC Margaret Schultz  
**Property Location:** Located on the west side of Trimblestone Road approximately 550 feet north from the entrance of Sawmill Forest and approximately 1,700 feet north of US 278.  
**District/Map/Parcel:** R600 032 000 0005 0000  
**Property Size:** 2.42 acres  
**Future Land Use:** Neighborhood/Mixed-Use  
**Current Zoning District:** Sawmill Forest Planned Unit Development (PUD)  
**Proposed Zoning District:** T2 Rural

The Community Development Department is requesting the correction of an error in the official zoning map. The subject 2.43 acre property is located in southern Beaufort County on Trimblestone Road approximately 550 feet north of the entrance of Sawmill Forest (R600 032 000 0005 0000). The property is currently vacant. The Department believes that the property was zoned PUD in error as it was never part of the Sawmill Forest PUD. The property owner is interested in correcting the map error and would like the property to be rezoned T2 Rural.

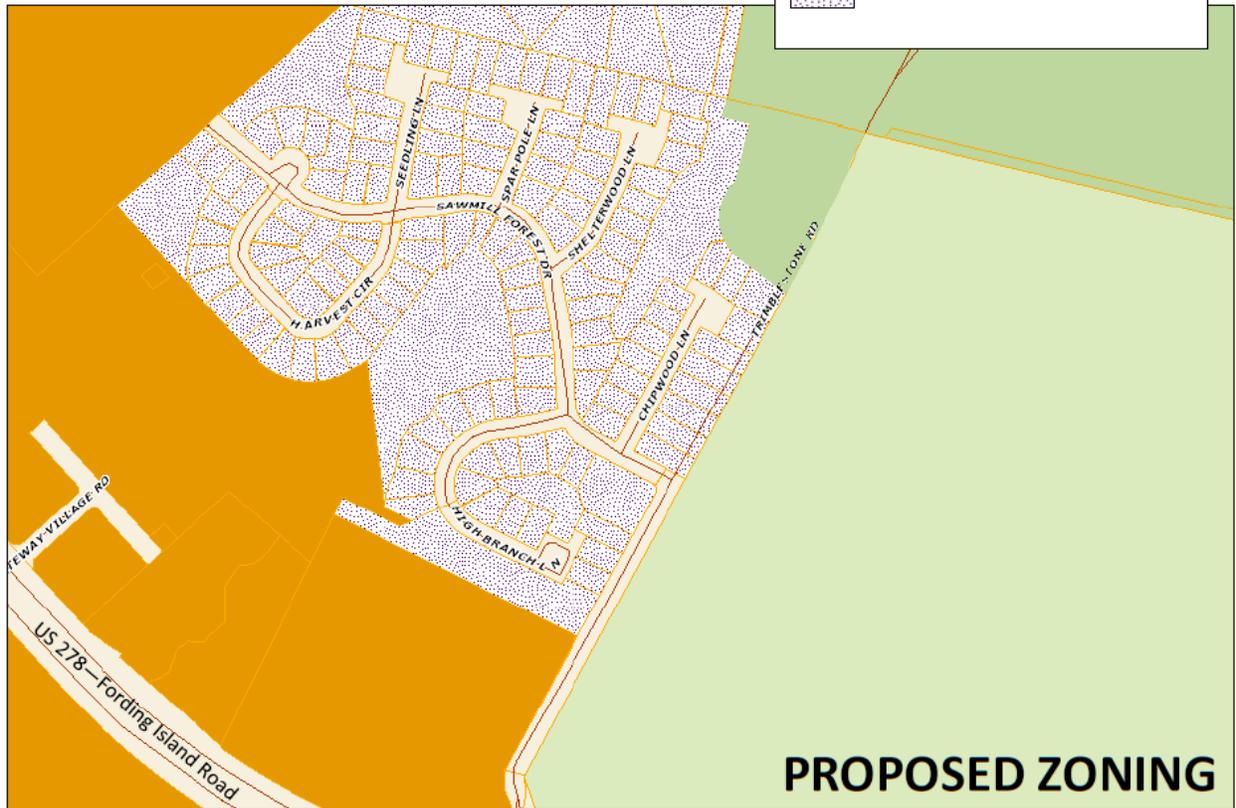
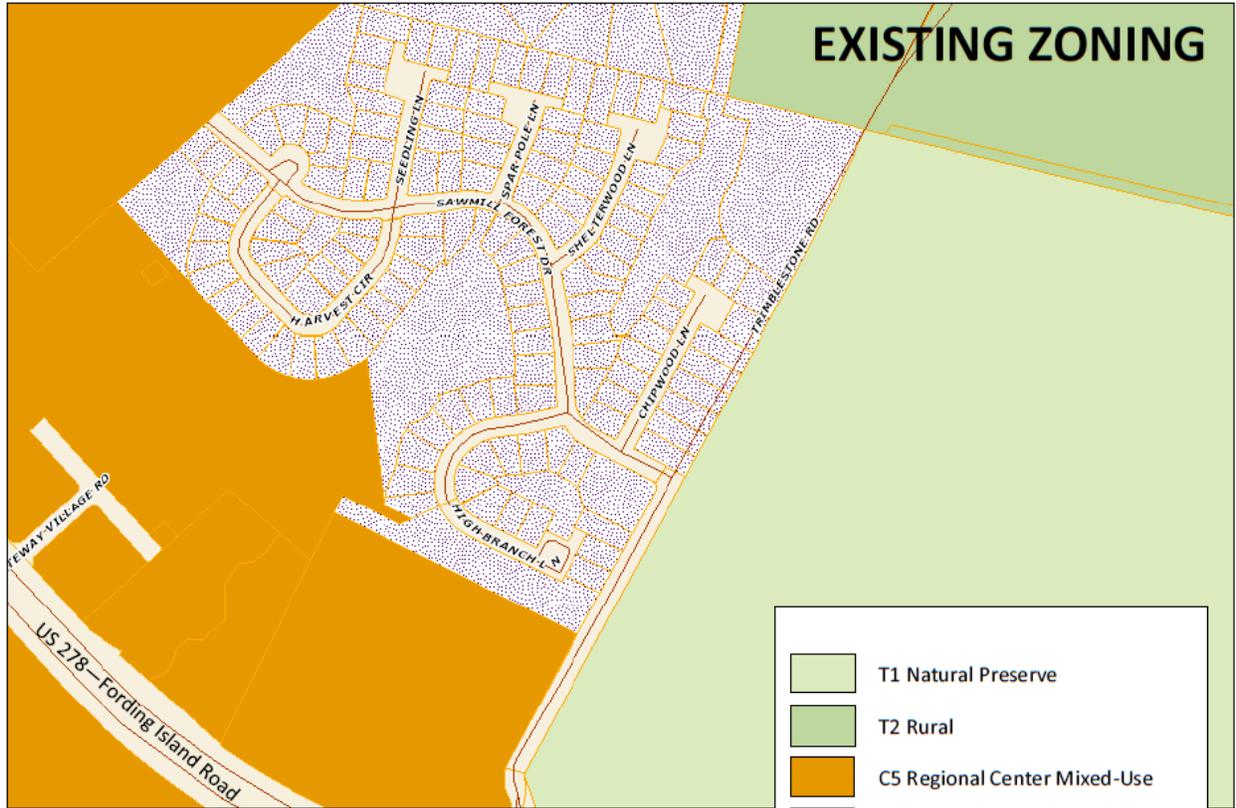
The current PUD zoning presents several issues to the property owner:

- The owner believes that the PUD zoning is affecting their assessed tax value.
- The Sawmill Forest PUD is built out. If the property owner was interested in developing their property, it would be difficult to determine the allowable density, uses, and setbacks applicable to the property.

**Staff recommendation.** Staff recommends that the zoning of R600 032 000 0005 0000 be changed from Sawmill Forest PUD to T2 Rural.

**ATTACHMENT**

- A. Existing and Proposed Zoning Map





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

SOUTHERN BEAUFORT COUNTY MAP AMENDMENT T3 HAMLET NEIGHBORHOOD TO T2 RURAL CENTER

#### Council Committee:

NATURAL RESOURCES

#### Meeting Date:

January 22, 2019

#### Committee Presenter (Name and Title):

ROBERT MERCHANT, DEPUTY DIRECTOR COMMUNITY DEVELOPMENT

#### Issues for Consideration:

R600 040 000 0448 0000 (5.09 ACRES ON THE SOUTH SIDE OF STROUP LANE ROAD APPROXIMATELY 475 FEET EAST OF BURNT CHURCH ROAD), APPLICANT: NANCY HOWES. The applicant is proposing to change the zoning of the property from T3 Hamlet Neighborhood to T2 Rural Center.

#### Points to Consider:

THE REQUEST MAY REQUIRE AN AREA-WIDE REZONING, NOT ONE SPECIFIC PROPERTY AS PRESENTED.

#### Funding & Liability Factors:

#### Council Options:

APPROVE OR DENY REQUEST; CONSIDER AREA-WIDE REZONING AND NOT JUST ONE PROPERTY

#### Recommendation:

Staff recommends denial unless considered as part of an areawide rezoning that includes Lost Hollow Business Park, Sabrina Square, and the SCE&G Electric Substation (see map in staff report).

2019 / \_\_\_\_

SOUTHERN BEAUFORT COUNTY ZONING MAP AMENDMENT FOR R600 040 000 0448 0000 (5.09 ACRES ON THE SOUTH SIDE OF STROUP LANE ROAD APPROXIMATELY 475 FEET EAST OF BURNT CHURCH ROAD) FROM T3 HAMLET NEIGHBORHOOD TO T2 RURAL CENTER

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 \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stu Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



## MEMORANDUM

**TO:** Beaufort County Planning Commission  
**FROM:** Robert Merchant, AICP, Deputy Director, Community Development Department  
**DATE:** December 20, 2018  
**SUBJECT:** **Southern Beaufort County Map Amendment from T3 Hamlet Neighborhood to T2 Rural Center for R600 040 000 0448 0000 (5.09 acres on the south side of Stroup Lane Road approximately 475 feet east of Burnt Church Road)**

---

### **A. BACKGROUND:**

**Case No.** ZMA-2018-15  
**Applicant:** Nancy E. Howes  
**Property Location:** Located in the Bluffton area on the south side of Stroup Lane Road approximately 475 feet east of Burnt Church Road  
**District/Map/Parcel:** R600 040 000 0448 0000  
**Property Size:** 5.09 acres  
**Future Land Use Designation:** Urban/Mixed-Use  
**Current Zoning District:** T3 Hamlet Neighborhood  
**Proposed Zoning District:** T2 Rural Center

### **B. SUMMARY OF REQUEST:**

**Overview:** The Beaufort County Community Development Department received an application to change the zoning of a 5.09 acre parcel off of Burnt Church Road from T3 Hamlet Neighborhood to T2 Rural Center. The subject parcel was zoned Alljoy Road Office Commercial/Mixed Use (OC/MU) District under the Zoning and Development Standards Ordinance from 2005 to 2014. The OC/MU district offered a wide range of residential and commercial uses. In 2014, the County adopted the Community Development Code and the zoning was changed to T3 Hamlet Neighborhood which is primarily a moderate density residential district. The current zoning was originally mapped during a charrette held in November 2011 and took effect when the CDC was adopted in December 2014.

**T2 Rural Center:** The T2 Rural Center zoning district allows for a diverse mix of land uses including residential, retail, service and some limited light industrial. The district is meant to be a lower intensity walkable transect zone. The site planning and design standards of T2 Rural Center are more flexible than those found in the higher transect zones, such as T4 Hamlet Center Open that adjoins this property to the west.

**Neighboring Properties:**

- **Lost Hollow Business Park/Sabrina Square:** To the west, the property adjoins an area (approximately 7.5 acres) that consists of contractor’s offices, a sign business, a golf cart repair shop, an electric substation and other similar uses (the applicant, Nancy Howes, has always envisioned having similar land uses on her property). These properties are currently zoned T4 Hamlet Center Open which is a zoning district better suited to the type of development found on Calhoun Street than the mix of uses found in this location.
- **“The Walk” Subdivision:** To the north, on the other side of Stroup Lane is land within the jurisdiction of the Town of Bluffton. This land is currently being developed by Pulte Homes as a 50 lot single-family subdivision called “The Walk.”
- **Other Adjoining Properties:** To the east is property owned by the Ulmer Family which is protected from development by a conservation easement purchased through the Rural and Critical Lands Preservation Program. To the south is the Devonwood Court Mobile Home Park.

C. **ANALYSIS:** Section 7.3.40 of the Community Development Code states that a zoning map amendment may be approved if the proposed amendment:

1. ***Is consistent with and furthers the goals and policies of the Comprehensive Plan and the purposes of this Development Code.***

Both the Land Use and Economic Development chapters of the Comprehensive Plan identify the need to provide a sufficient quantity of suitably located land for non-retail commercial uses that promote the region’s economic health and diversity. The area proposed to be rezoned adjoins an area that has a mix of service and light industrial uses. The availability of land in southern Beaufort County for these types of uses is very limited.

2. ***Is not in conflict with any provision of this Development Code, or the Code of Ordinances.***

The application as submitted consists of a “spot zoning” since it does not adjoin any other parcels zoned T2 Rural.

3. ***Addresses a demonstrated community need.***

As stated above, the Comprehensive Plan documents a need to accommodate non-retail commercial uses for the purposes of diversifying the region’s economy and tax base.

4. ***Is required by changing conditions.***

Not applicable.

**5. *Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land.***

The proposed zoning change fits well with the surrounding land uses with the exception of the single family subdivision that is currently being developed on the north side of Stroup Lane.

**6. *Would not adversely impact nearby lands.***

As mentioned in #5 the only potential adverse impact would be on the residential development currently being constructed on the north side of Stroup Lane. Staff believes that its design guidelines, landscaping, and screening standards should minimize any adverse visual impacts from development on this site.

**7. *Would result in a logical and orderly development pattern.***

The site adjoins service and light industrial uses and is suitable for this type of development. The zoning would achieve this purpose.

**8. *Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.***

Any future development or redevelopment of this site would be subject to the natural resource and stormwater standards in the Community Development Code.

**9. *Would result in development that is adequately served by public facilities (e.g. streets, potable water, sewerage, storm water management, solid waste collection and disposal, schools, parks, police, and fire and emergency facilities)***

The site currently only has access on Stroup Lane which is an unpaved private road. Future development that generates over 50 peak hour trips will necessitate the need for a traffic impact analysis and would likely trigger improving the access to this site.

**D. STAFF RECOMMENDATION:**

The change of zoning of the subject property from T3 Hamlet Neighborhood to T2 Rural Center would constitute a spot zoning and therefore cannot be supported by Community Development staff. In addition, staff has concerns about vehicular access and potential impacts on the residential subdivision located north of Stroup Lane. Staff has reached out to the Town of Bluffton Planning Staff and will provide the Planning Commission with their comments when we receive them.

However, this adjoining land uses between this parcel and Burnt Church Road (e.g. Lost Hollow Business Park and Sabrina Square) are more consistent with the uses and development standards of T2 Rural Center. These types of uses – contractor’s offices, light manufacturing, equipment repair, warehousing, etc. – are needed to support the growth of the greater Bluffton area. Currently, there is a very limited supply of appropriately zoned land to support these

uses. Therefore, staff recommends the the Planning Commission consider this rezoning request as part of an area-wide zoning amendment to T2 Rural Center to better accommodate the operation and expansion of these businesses (see Map 2).

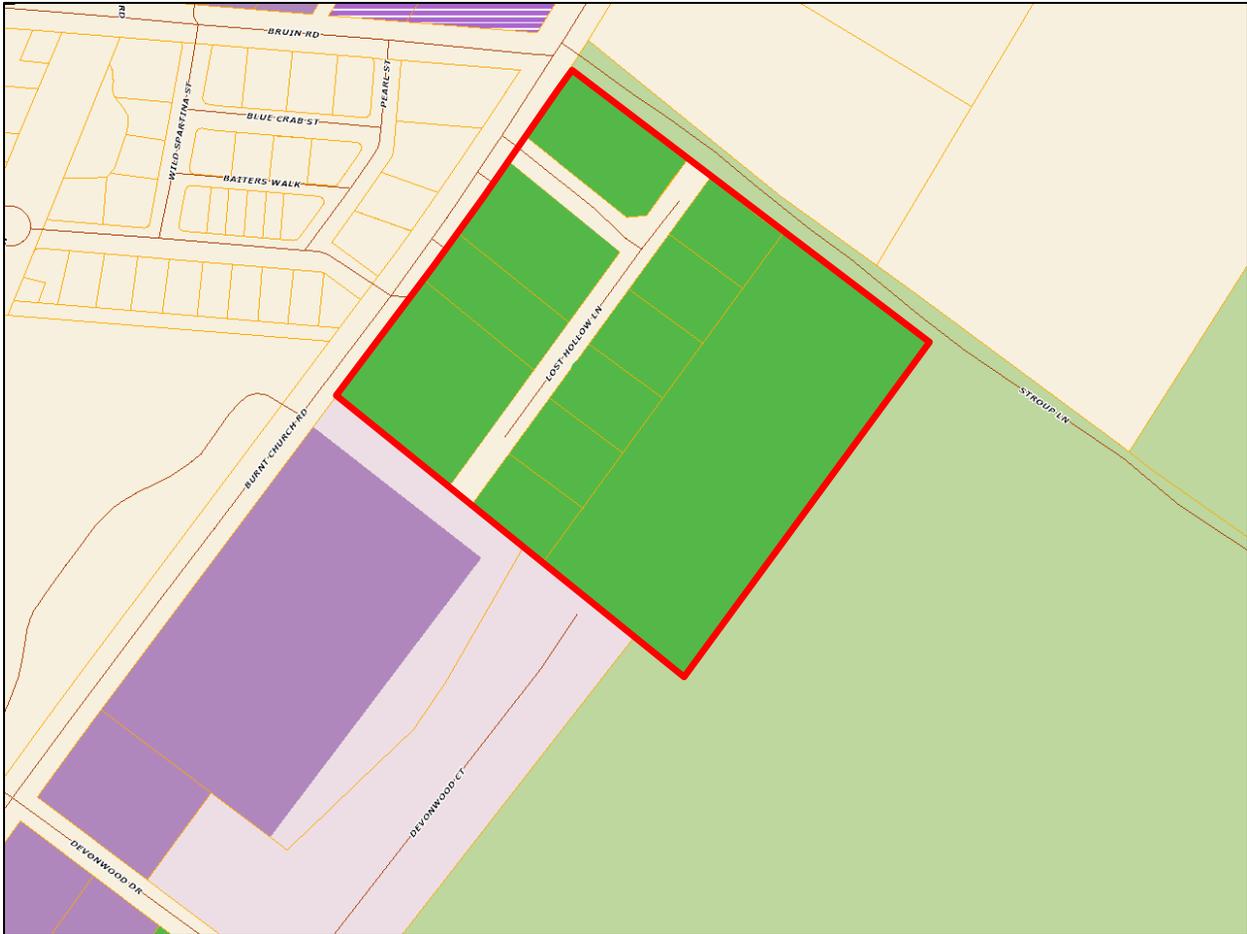
**F. ATTACHMENTS:**

- Existing and Proposed Zoning Map
- Recommended Area-wide Zoning Change

Map 1: Existing and proposed Zoning



## Map 2: Recommended Area-wide Zoning Change





**Enclosed Sheets**

9. Explanation (continue on separate sheet if needed):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proof for the proposed amendment rests with the owner.**

*Nancy E Howes*  
Signature of Owner (see Item 5 on page 1 of 1)

**December 5, 2018**  
Date

Printed Name: **Nancy E Howes**

Telephone Number: **843-384-3333**

Address: **47 All Joy Rd Bluffton, SC 29910**

Email: **Artfuldodger@hargray.com**

Agent (Name/Address/Phone/email): \_\_\_\_\_

**UPON RECEIPT OF APPLICATIONS, THE STAFF HAS THREE (3) WORK DAYS TO REVIEW ALL APPLICATIONS FOR COMPLETENESS. THE COMPLETED APPLICATIONS WILL BE REVIEWED FIRST BY THE BEAUFORT COUNTY PLANNING COMMISSION SUBCOMMITTEE RESPONSIBLE FOR THE AREA WHERE YOUR PROPERTY IS LOCATED. MEETING SCHEDULES ARE LISTED ON THE APPLICATION PROCESS (ATTACHED). COMPLETE APPLICATIONS MUST BE SUBMITTED BY NOON THREE WORKING DAYS AND FOUR (4) WEEKS PRIOR FOR PLANNED UNIT DEVELOPMENTS (PUDs) OR THREE (3) WEEKS PRIOR FOR NON-PUD APPLICATIONS TO THE APPLICABLE PLANNING COMMISSION MEETING DATE.**

**PLANNED UNIT DEVELOPMENT (PUD) APPLICANTS ARE REQUIRED TO SUBMIT FIFTEEN (15) COPIES TO THE PLANNING DEPARTMENT. CONSULT THE APPLICABLE STAFF PLANNER FOR DETAILS.**

**FOR MAP AMENDMENT REQUESTS, THE PLANNING OFFICE WILL POST A NOTICE ON THE AFFECTED PROPERTY AS OUTLINED IN DIV. 7.4.50 OF THE COMMUNITY DEVELOPMENT CODE.**

**CONTACT THE PLANNING DEPARTMENT AT (843) 255-2140 FOR EXACT APPLICATION FEES.**

**FOR PLANNING DEPARTMENT USE ONLY:**

Date Application Received:  
(place received stamp below)

Date Posting Notice Issued:

Application Fee Amount Received:

Receipt No. for Application Fee:

**SABRINA ASSOCIATES LLC**  
**POST OFFICE BOX 22395**  
**SAVANNAH, GEORGIA 31403**

December 19, 2018

Eric Greenway  
Community Development Director  
Beaufort County Community Development Department  
Post Office Drawer 1228  
Beaufort, SC 29901-1228

RE: Notice of Public Hearing to Consider a Southern Beaufort County Map  
Amendment (copy attached)

Dear Mr. Greenway.

The above matter will be heard at a meeting on January 7, 2019, at 6 pm at the Bluffton  
Library Large Meeting Room.

At that meeting, the commission will entertain a proposal to change the zoning on  
parcel R600 040 000 0448 0000, owned by Nancy Hawes, to T2 Rural Center.

We are the owners of a nearby parcel, R600 039 000 0198 0000.

In addition to supporting Ms. Hawes request, we request that our property also be  
rezoned to T2 Rural Center at this meeting.

Please contact me directly if necessary.

Thank you for your favorable consideration of this request.

Sincerely,



Kirk M. Duffy, Manager

Phone: 912 656-4407  
Email: Sabrina@kirkduffy.net

# TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928  
(843) 341-4600 Fax (843) 842-7728  
www.hiltonheadislandsc.gov

John J. McCann  
Mayor

William D. Harkins  
Mayor ProTem

\_\_\_\_\_  
Council Members

David Ames  
Tamara Becker  
Marc A. Grant  
Thomas W. Lennox

\_\_\_\_\_  
Stephen G. Riley  
Town Manager

January 4, 2019

Robert Merchant, Assistant Director  
Beaufort County Community Development  
PO Drawer 1228  
Beaufort SC 29902

RE: Beaufort County Zoning Map Amendment Application for Stroup Lane

Dear Rob:

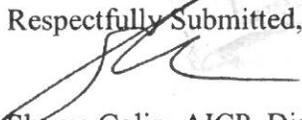
Thank you for submitting a copy of the application materials for the Zoning Map Amendment for Stroup Lane to the Town of Hilton Head Island. In the spirit of the Southern Beaufort County Regional Plan's (SCBRP) implementation strategies, Town Staff has taken the opportunity to review the information and make the following comments:

The Town agrees with the County's assessment that the rezoning request to T3 would be spot zoning. However rezoning the entire area to T2 to avoid spot zoning still results in concerns regarding dirt road access and the potential creation of non-conforming uses. Additionally the potential impact of more intense development on the adjacent environmentally sensitive piece of property, the Ulmer Family tract, should be considered.

These comments are provided to for your consideration and review.

Again, thanks for the opportunity to provide input.

Respectfully Submitted,

  
Shawn Colin, AICP, Director of Community Development

Lisa Sulka  
*Mayor*

---

Larry Toomer  
*Mayor Pro Tempore*

---

Marc Orlando  
*Town Manager*



*Council Members*

Fred Hamilton  
Dan Wood  
Harry Lutz

---

Kimberly Chapman  
*Town Clerk*

January 4, 2019

Robert Merchant (email to [robm@bcgov.net](mailto:robm@bcgov.net))  
Assistant Director  
Beaufort County Planning Director  
100 Ribault Road, Room 115  
PO Drawer 1228  
Beaufort, SC 29901-1228

RE: Stroup Lane Proposed Zoning Map Amendment  
R600-040-000-0448 0000

Mr. Merchant:

Thank you for submitting a copy of the staff report for the Proposed Zoning Map Amendment for Stroup Lane. In the spirit of the Southern Beaufort County Regional Plan's (SBCRP) implementation strategies, Town of Bluffton Staff has taken the opportunity to review the information.

Although the area includes a mix of existing uses, including single family residential, restaurants and commercial businesses, the impacts of any new industrial or similar use should be taken into account with the neighboring developments. Best management practices and design regulations should be considered to minimize the impacts to adjacent property owners. Additional vehicular trips that any new use may generate and the transportation impacts should be taken into account throughout the review.

Overall, the Town of Bluffton staff supports Beaufort County's staff recommendation of denial based on the reasons stated in the staff report dated December 20, 2018 along with the recommendation that a comprehensive, regional approach should be taken into account.

I would like to request that you forward me subsequent staff reports and any supplemental information that is received after this letter to my email at [hcolin@townofbluffton.com](mailto:hcolin@townofbluffton.com) or via standard mail to Town Hall for additional review and consideration.

*Theodore D. Washington Municipal Building*  
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910  
Telephone (843) 706-4500 Fax (843) 757-6720  
[www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov)

Sincerely,



Heather L. Colin, AICP  
Director of Growth Management  
[hcolin@townofbluffton.com](mailto:hcolin@townofbluffton.com)  
Office (843)706-4592  
Mobile (843)540-6946

Cc: Marc Orlando, ICMA-CM, Town Manager  
Mayor and Town Council



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Disaster Recovery Ordinance

#### Council Committee:

County Council

#### Meeting Date:

2/25/19

#### Committee Presenter (Name and Title):

Pamela Cobb Disaster Recovery Coordinator

#### Issues for Consideration:

Many of the proposed edits to the Disaster Recover Ordinance are administrative changes. Many of these changes are a reflection of lessons learned from recent events and procedure changes as a result to provide true representation of the process dealing with federal officials and county departments.

(Resolution 2018/17) is reflected in changes and includes the departments mentioned in this resolution.

#### Points to Consider:

Sec. 22-105 (3) gives the Task Force Director more direct interaction with the Policy group to provide this information to council.

Sec. 22-109 4d - is being removed because this does not correctly represent the process of the Building Codes Department during damage assessment procedures.

#### Funding & Liability Factors:

#### Council Options:

To amend or not to amend this ordinance.

#### Recommendation:

County Council to vote to amend the Disaster Recovery Ordinance as outlined in the memo.



**BEAUFORT COUNTY PUBLIC WORKS**  
120 Shanklin Road  
Beaufort, South Carolina 29906  
Voice (843) 255-2721

**INTEROFFICE MEMORANDUM**

**TO:** Brian Flewelling, Chairman, Public Facilities Committee  
**FROM:** Pamela Cobb, Disaster Recovery Coordinator  
**SUBJECT:** Status Report for the Disaster Recovery Ordinance  
**DATE:** January 22<sup>th</sup>, 2019

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The Disaster Recovery Ordinance, along with the Disaster Recovery Plan are reviewed on an annual basis. The changes below are a reflection of lessons learned from recent events and procedure changes as a result to provide a true representation of the process dealing with federal officials and county departments.

Summary of Changes:

Sec. 22-103: Administrative changes, and additional county departments have been added, to recognize those departments as First Responders, passed by ordinance. (Resolution 2018/17)

Sec. 22-104: Administrative change: change to definition of *Disaster Recovery Center, Event, Major Disaster, Project Worksheet*. The definition for *Exempt individuals* was expanded on to add county departments that are now recognized as First Responders through ordinance.

Sec. 22-105: (1) Titles of recovery functions have been updated to reflect the Disaster Recovery Plan.  
(3) Gives the Task Force Director more direct interaction with the Policy group to provide this information to Council.  
(8) A master list has now been created to showcase all of the action items, rather than individual checklists.

Sec. 22-106 (2e) temporary and permanent housing was changed to emergency housing  
(4) Department name was changed from Human Resources to Employee Services

Sec. 22-109 (1),(3), (4a), (5a,e), (7b,c), (12h,i), (13), (17c) Administrative change  
(4d) being removed; Temporary permits are not issued. A placard is placed on a home to identify damage level, during damage assessment. Directions based on damage level are provided to the resident.

Sec. 22-111 (1), (2), (3) Title change from Temporary Housing to Emergency Housing and Infrastructure, which reflects the title change for the recovery function.  
(1) Change from temporary to emergency housing  
(2) Title position has changed from Building Codes Director to Community Development Director. Temporary is changed to emergency housing units.  
(3) Emergency is added to temporary or permanent replacement housing

Recommended Action:

County Council to vote to amend the Disaster Recovery Ordinance as outline above.

ORDINANCE 2019 / \_\_\_\_

**AN ORDINANCE OF COUNTY OF BEAUFORT, SOUTH CAROLINA AMENDING CERTAIN SECTIONS UNDER BEAUFORT COUNTY CODE CHAPTER 22, CIVIL EMERGENCIES, ARTICLE IV, DISASTER RECOVERY AND RECONSTRUCTION**

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stu Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

## **ARTICLE IV. - DISASTER RECOVERY AND RECONSTRUCTION**

### **Sec. 22-101. - Authority.**

- (1) This article is adopted by the Beaufort County Council acting under authority of the South Carolina General Assembly, the Home Rule Act, South Carolina Code of Regulations 58-1, Local Emergency Preparedness Standards, and all applicable federal laws and regulations.
- (2) The provisions of this article shall become and be made part of the Code of Laws and Ordinances of Beaufort County, South Carolina. Any laws or ordinances in conflict with the Ordinance that Beaufort County is authorized to repeal are hereby repealed.
- (3) Nothing herein shall supersede the powers, duties, and authorities of the Federal Emergency Management Agency (FEMA) and/or South Carolina's Emergency Management Division (SCEMD). If any section, paragraph, sentence, clause and/or phrase or word of this article is, for any reason, held or declared by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this article.

### **Sec. 22-102. - Purposes and objectives.**

- (1) *Purposes.* It is the intent of the Beaufort County Council under this article to:
  - (a) Authorize creation of an organization to plan and prepare in advance of a major disaster for orderly and expeditious post-disaster recovery and to direct and coordinate recovery and reconstruction activities;
  - (b) Direct the preparation of a pre-event plan for post-disaster recovery and reconstruction to be updated on a continuing basis;
  - (c) Authorize in advance of a major disaster the exercise of certain planning and regulatory powers related to disaster recovery and reconstruction to be implemented upon declaration of a local emergency; and,
  - (d) Identify means by which Beaufort County will take cooperative action with other governmental entities (local, state and federal) in expediting recovery; and implement means by which Beaufort County will consult with and assist citizens, businesses, and community organizations during the planning and implementation of recovery and reconstruction procedures.
- (2) *Objectives.* The County has established the following general objectives for county recovery policy:
  - (a) Adopt improved and more comprehensive recovery policies and procedures that will facilitate county rebuilding after a disaster;
  - (b) Adopt improved and more comprehensive recovery policies and procedures that will facilitate meeting FEMA (Federal Emergency Management Agency)

(and other state and federal programs) requirements for rebuilding and redevelopment funding;

(c) Improve county policies and procedures for future hurricane seasons and all other disasters.

(3) *Statement of concurrent obligations.* This article is enacted to set out and clarify the authority of Beaufort County and its officers and employees with regard to emergency and disaster situations. It is intended to grant as broad a power as permitted by statutory and constitutional authority. It is further intended that the powers granted and procedures established in this article shall apply concurrently to emergency, post-emergency, recovery and reconstruction operations.

### **Sec. 22-103. - Definitions.**

As used in this article, the following definitions shall apply:

*Curfew.* A curfew is a regulation requiring the withdrawal from any person not otherwise exempt from this article from appearing in certain public areas during specified hours.

*Damage assessment team.* The primary role of the damage assessment team is to assess losses to property. Assessment will be used to determine type of permit required for repair or reconstruction, dollar amount of destruction or damage, and to determine qualifications for federal or state disaster relief assistance.

*Detailed damage assessment.* Follows the initial impact assessment and includes conducting on-site visits by the damage assessment teams for each affected property. This process may take weeks to complete and will culminate in a summary damage estimate in dollars of the total loss to all property in Beaufort County, including: real, personal, agricultural, utility, infrastructure, business, etc.

*Development moratorium.* A temporary hold, for a defined period of time, on the issuance of building permits, approval of land-use applications or other permits and entitlements related to the use, development, redevelopment, repair, and occupancy of private property in the interests of protection of life and property.

*Director.* The director of the recovery task force or an authorized representative.

*Disaster recovery centers (DRCs).* A multi-agency center ~~organized by FEMA~~ facilitated by FEMA, organized by county staff for coordinating assistance to disaster victims.

*Emergency.* A local emergency which has been declared by the governor or recognized as same by the Beaufort County Council through the enactment of an emergency ordinance for a specific disaster and has not been terminated.

*Event.* Any natural weather-related or other condition causing damage or destruction of property. Types of events shall include, but not limited to hurricanes, northeasters, tornadoes, earthquakes, and/or other natural man-made disasters.

*Exempt individuals.* Unless otherwise specified herein, exempt individuals include those persons engaged in the provision of designated, essential services, such as fire, law enforcement, public works, stormwater, solid waste and recycling, traffic engineering, engineering and infrastructure, grounds, facility management, disaster recovery, emergency medical services, and hospital services, military services, utility emergency repairs. The resolution of a curfew may, in the discretion of the governing authority, also exempt regular employees of local industries traveling to and from their jobs with appropriate identification, news media employees, building and repair contractors who are properly registered with the county and who are actively engaged in performing activities related to construction, repair, renovation, or improvement of buildings and other structures damaged during the disaster or emergency.

*Flood Insurance Rate Map (FIRM).* An official map of the community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

*Hazard mitigation grant program.* A federal program that assists states and local communities in implementing long-term hazard mitigation measures following a major disaster declaration.

*Historic building or structure.* Any building or structure listed or eligible for listing on the National Register of Historic Places, as specified by federal regulation, the state register of historic places or points of interest, or a local register of historic places, and any buildings and structures having historic significance within a recognized historic district.

*Individual assistance program.* A federal disaster program that brings funding to disaster victims for housing and other needs in order to expedite the victims' recovery from disaster.

*Initial impact assessment.* The initial impact assessment (windshield assessment, disaster assessment) is used to determine the extent of the disaster and to determine whether or not outside assistance will be needed. This assessment is generally performed within 24 or 48 hours after passage of an event, depending on severity and scope.

*In-kind.* The same as the prior building or structure in size, height and shape, type of construction, number of units, general location, and appearance.

*Interagency hazard mitigation team.* A team of representatives from FEMA, other federal agencies, state emergency management agencies, and related state and federal agencies, formed to identify, evaluate, and report on post-disaster mitigation needs.

*Joint field office (JFO).* A center established by FEMA for coordinating disaster response and recovery operations, staffed by representatives of federal, state, and local agencies as identified in the National Response Framework (NRF) and determined by disaster circumstances.

*Major disaster.* Any natural catastrophe (including any hurricane, tornado, high water, wind-driven water, earthquake, winter storm, drought, etc.), or, regardless of cause, any fire, flood, or explosion, or manmade disaster which in the determination of the President of the United States causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of states, jurisdictions, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

*National response framework (NRF).* A plan to coordinate efforts of the government in providing response to natural disasters, technological emergencies, and other incidents requiring federal assistance under the Stafford Act in an expeditious manner.

*Project worksheet (PW).* A claim by a local jurisdiction for financial reimbursement for work completed, repairs or replacement of a public facility damaged in a major disaster, as authorized under the Stafford Act and related federal regulations, plans, and policies.

*Public assistance program.* FEMA's Public Assistance (PA) Grant Program is designed to provide assistance to states, local governments, and certain nonprofit organizations to alleviate suffering and hardship resulting from major disasters or emergencies declared by the President. Through the PA Program, FEMA provides supplemental federal disaster grant assistance for the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain private nonprofit (PNP) organizations. The federal share of assistance is not less than 75 percent of the eligible cost for emergency measures and permanent restoration. The grantee (usually the state) determines how the non-federal share (up to 25 percent) is split with the subgrantees (eligible applicants).

*Reconstruction.* The rebuilding of permanent replacement housing, construction of large-scale public or private facilities badly damaged or destroyed in a major disaster, addition of major community improvements, and full restoration of a healthy economy.

*Recovery functions.* The categories of activities and programs that the County and its citizens are likely to need following a disaster.

*Recovery task force.* An interdepartmental organization that coordinates Beaufort County staff actions in planning and implementing disaster recovery and reconstruction functions.

*Recovery plan.* A pre-event plan for post-disaster recovery and reconstruction, composed of policies, plans, implementation actions, and designated responsibilities related to expeditious and orderly post-disaster recovery and rebuilding, with an emphasis on mitigation.

*Recovery strategy.* A post-disaster strategic program identifying and prioritizing major actions contemplated or under way regarding such essential recovery functions as business resumption, economic reinvestment, industrial recovery, housing replacement, infrastructure restoration, and potential sources of financing to support these functions.

*Stafford Act.* The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended).

#### **Sec. 22-104. - Recovery management structure.**

The primary recovery task that shall be completed in times of a disaster is assuring that all continuity of government procedures are in place and being carried out according to previously established plans. This includes having lines of succession ~~for in place for county council members and~~ all essential Beaufort County staff (especially department heads).

The second task should be implementing a management structure that defines how recovery procedures will be managed by the county. The following structure is hereby created for the purpose of coordinating Beaufort County actions in planning and implementing disaster recovery and reconstruction activities.

- (1) *Recovery task force.* A recovery task force is hereby established that is comprised of the following officers and members, should any of the directors be unable to perform the tasks the subsequent individual shall fall within that position and the line of succession shall adjust accordingly.
  - (a) The county administrator who shall be chair; and as chair of the recovery task force shall appoint the recovery director and three deputy directors to oversee all recovery functions and to form a line of succession. Each deputy director shall provide management of recovery functions as assigned by the director;
  - (b) The director of environmental engineering and land management shall be the recovery director and first vice-chair of the disaster recovery taskforce.
  - (c) The director of public works shall be the second vice-chair.
  - (d) The Building Codes Director shall be the third vice chair.
  - (e) The Director of Civil Engagement & Outreach Area shall be the fourth vice-chair
  - (f) The Beaufort County Attorney and staff shall be legal advisor and staff of the recovery task force.
  - (g) Other members, shall include county council, facilities and construction, engineering, traffic engineering, planning, fire chief, emergency management, sheriff, together with representatives from such other departments and offices as the alliance for human services, assessor, economic development, EMS, GIS,

parcs and leisure services, zoning, department of social services/emergency welfare services, municipal representatives, private sector and nonprofit organizations etc., and others that may be deemed necessary by the chair or recovery director for effective recovery operations.

- (2) *Powers and duties.* The recovery task force shall have such powers as enable it to carry out the purposes, provisions, and procedures of this chapter, as identified in this chapter.
- (3) *Operations and meetings.* The director or his/her designee shall have responsibility for recovery task force operations. When an emergency declaration is in force (whether declared by the governor or through the enactment of an emergency ordinance adopted by Beaufort County Council), the county administrator shall authorize activation of the recovery task force and disaster recovery plan. After a declaration and/or determination that a local emergency exists, and while such declaration or determination is in force, the recovery task force shall meet daily or as frequently as determined by the director. When an emergency declaration or determination is not in force, the recovery task force shall meet monthly or more frequently, upon call of the chair or director.
- (4) *Succession.* In the absence of the director, the deputy director shall serve as acting director and shall be empowered to carry out the duties and responsibilities of the director. The director shall name a succession of department managers to carry on the duties of the director and deputy director, and to serve as acting director in the event of the unavailability of the director and deputy director.
- (5) *Organization.* The recovery task force may create such standing or ad hoc committees as determined necessary by the director.
- (6) *Relation to County Sheriff's Office Emergency Management Division.* The recovery task force shall work in concert with the Emergency Management Division that has interrelated functions and similar membership.
- (7) *Short-term recovery objectives.* The emergency management director is in charge of overseeing all short-term recovery activities. Beaufort County's objectives to be accomplished during short-term recovery can be found in the Beaufort County Recovery Plan, Appendix ~~C~~ B. This checklist is to be used to determine that short-term recovery activities have been completed properly.
- (8) *Long-term recovery objectives.* The director of Environmental Engineering and Land Management is responsible for overseeing all long-term recovery activities. Beaufort County's objectives to be accomplished during long-term recovery can be found in the Beaufort County Recovery Plan, Appendix ~~C~~ B. This checklist is to be used to determine that long-term recovery activities have been completed properly.
- (9) *Ending recovery operations.* Recovery operations shall continue until the county administrator has notified staff to return to normal operations. Normal operations will not resume until either the emergency management director (for short-term emergency activities) or the director of Environmental Engineering and Land Management for long-

term recovery activities) has notified the county administrator that recovery activities have been completed.

**Sec. 22-105. - Recovery plan.**

Beaufort County has developed a pre-event plan for post-disaster recovery and reconstruction, referred to as the Beaufort County Recovery Plan, which is comprised of pre-event and post-disaster policies, plans, implementation actions, and designated responsibilities related to expeditious and orderly post-disaster recovery and rebuilding, and incorporates hazard mitigation in all elements of the plan.

- (1) *Recovery plan content.* The recovery plan addresses policies, implementation actions and designated responsibilities for such subjects as impact assessment (disaster assessment), continuation of government, public information/community relations, human services (short-term), individual assistance, volunteers and donations, debris management, re-entry security, health and human safety, repair and restoration of public infrastructure and buildings, building inspections and permits, ~~rebuilding, construction, repairs, restoration~~ regulatory licensing, temporary emergency housing, redevelopment (planning and zoning ordinance enforcement)(recovery plan/policies, building codes, community development ordinance enforcement), economic preservation and ~~restoration~~ development, environmental preservation and restoration mitigation, recovery administration and finance, county employees, mortuary operations, mutual aid protocols, pre-disaster heavy equipment and facilities deployment and such other subjects as may be appropriate to expeditious and wise recovery.
- (2) *Coordination of recovery plan with county and regional plans, FEMA, and other agencies.* The recovery plan identifies relationships of planned recovery actions with those of adjacent communities and state, federal, or mutual aid agencies involved in disaster recovery and reconstruction, including but not limited to the Federal Emergency Management Agency (FEMA), the American Red Cross, the Department of Housing and Urban Development (HUD), the Small Business Administration (SBA), the Environmental Protection Administration (EPA), the Department of Transportation (DOT), the South Carolina Emergency Management Division (SCEMD), the South Carolina Department of Health and Environmental Control (DHEC) and other entities that provide assistance in the event of a major disaster. A draft copy of the plan shall be sent to the South Carolina Emergency Management Division on an annual basis for review in sufficient time for comment prior to action on the recovery plan by the Beaufort County Council.
- (3) *Recovery plan implementation.* The director and recovery task force shall be responsible for implementation of the plan both before and after a major disaster, as applicable. Before a declaration of emergency, the director, or his/her authorized representative, shall prepare and submit reports annually, or more frequently as necessary, to fully advise the Beaufort County Council on the progress of preparation or implementation of the recovery policy. After a declaration of emergency in a major disaster, the director

shall participate in Policy Group meetings, interact with the Emergency Management Director, report to the Beaufort County Council as often as necessary on implementation actions taken in the post-disaster setting, identify policy and procedural issues, and receive direction and authorization to proceed with plan modifications necessitated by specific circumstances.

- (4) *Recovery plan training and exercises.* The recovery task force shall organize and conduct periodic training and exercises annually, or more often as necessary, in order to develop, convey, and update the contents of the recovery plan. Such training and exercises will be conducted in coordination with similar training and exercises related to the emergency operations plan.
- (5) *Recovery plan consultation with citizens.* The recovery planning committee is comprised of representatives of business, volunteer and community organizations that represent Beaufort County citizens. Other efforts to inform the public about the recovery plan will be coordinated by the public information officer.
- (6) *Recovery plan amendments.* During implementation of the recovery plan, the director and the recovery task force shall address key issues, strategies and information bearing on the orderly maintenance and periodic revision of the plan. In preparing modifications to the plan, the recovery task force shall consult with county departments, business, and community organizations and other government entities to obtain information pertinent to possible recovery plan amendments.
- (7) *Recovery plan coordination with related plans.* The recovery plan has been prepared and shall be updated to be in coordination with related elements of the comprehensive general plan and emergency operations plan, or such other plans as may be pertinent. Such related plan elements shall be periodically amended to be consistent with key provisions of the recovery plan, and vice versa.
- (8) *Recovery plan validation.* The recovery plan shall be validated annually and/or following a disaster event. In order to facilitate an organized and comprehensive review of the plan, ~~review checklists have been created for each of the recovery functions~~ a master checklist of action items have been created to encompass all recovery functions. The ~~master checklists include action items that~~ master checklists include action items that should be reviewed and completed each year by the agency/department responsible for implementing the recovery function, in conjunction with the support agencies assigned to that recovery function. Once the review ~~checklists~~ of action items have been completed, they should be turned in to the director of environmental engineering and land management who will then make a report to county council regarding the status of recovery operations for the year.  
(Appendix A)

**Any changes to be made to the recovery plan, identified either by the annual review, or in an after action report, will be made at the discretion of the recovery task force and shall not require county council review and/or action.**

**Sec. 22-106. - General provisions.**

The following general provisions shall be applicable to implementation of this article:

- (1) *Powers and procedures.* Following the disaster declaration and/or determination that a local emergency exists, and while such declaration or determination is in force, the director of the recovery task force (the director of environmental engineering and land management) and the deputy director of the recovery task force (the director of public works) shall have authority to exercise powers and procedures authorized by this article, subject to extension to the other appointed deputy directors, and/or, modification, or replacement of all or portions of these provisions by separate ordinances adopted by the Beaufort County Council. The emergency management director shall have oversight and control of issuing any curfews (section 22-107), coordinating re-entry procedures (section 22-108), and all other short-term emergency matters.

In the absence of any declaration of emergency by the governor of the State of South Carolina, nothing shall prohibit Beaufort County Council, in its discretion, from exercising any powers necessary to protect the health, safety and welfare of its citizens. If such an emergency exists within Beaufort County, and immediate action is needed, council shall convene to declare an emergency and shall implement the provisions of this article in part or in full force. If the situation is such that council cannot convene, the declaration of local emergency shall be made by the Beaufort County Administrator or his designee. Such a declaration shall be subject to ratification, alteration, modification or repeal, by council, as soon as council can convene. Subsequent actions of council shall not affect the validity of prior actions taken by the county administrator, or his designee.

- (2) *Post-disaster recovery operations.* The director of the recovery task force (director of environmental engineering and land management) shall have duties in directing and controlling post-disaster recovery and reconstruction operations, including but not limited to the following:
  - (a) Activate, mobilize and deploy local law enforcement to respond to any situations necessary to promote recovery and redevelopment within Beaufort County;
  - (b) Activate and deploy damage assessment teams to identify damaged structures and to determine further actions that should be taken regarding such structures;
  - (c) Activate and deploy hazard evaluation teams to locate and determine the severity of natural or technological hazards that may influence the location, timing, and procedures for repair and rebuilding processes;
  - (d) Maintain liaison with the Beaufort County Emergency Operations Center and other public and private entities, such as FEMA, the American Red Cross, and the South Carolina Emergency Management Division in providing necessary information on damaged and destroyed buildings or infrastructure, natural and technological hazards, street and utility restoration priorities, temporary housing needs and similar recovery concerns;
  - (e) Establish "one-stop" field offices located in or near impacted areas where appropriate, staffed by trained personnel from appropriate departments, to

provide information about repair and rebuilding procedures, issue repair and reconstruction permits, and provide information and support services on such matters as business resumption, industrial recovery, and ~~temporary and permanent emergency~~ housing;

- (f) Activate streamlined procedures to expedite repair and rebuilding of properties damaged or destroyed in the disaster;
- (g) Make recommendations regarding moratoriums on buildings, land use regulations and permits, subject to Beaufort County Council ratification, as provided under subsection 22-109(22);
- (h) Recommend to the Beaufort County Council and other appropriate entities necessary actions for reconstruction of damaged infrastructure;
- (i) Prepare plans and proposals for action by the Beaufort County Council for redevelopment projects, redesign of previously established projects or other appropriate special measures addressing reconstruction of heavily damaged areas;
- (j) Formulate proposals for action by the Beaufort County Council to amend the comprehensive general plan, emergency operations plan, and other relevant plans, programs, and regulations in response to new needs generated by the disaster;
- (k) Such other recovery and reconstruction activities identified in the Recovery plan or by this article, or as deemed by the director as necessary to promote recovery, public health, safety, and well-being of the citizens of Beaufort County.

All County employees should be aware that in times of disasters, normal county operations are suspended and personnel may be reassigned during portions of task force operations.

- (3) *Coordination with FEMA and other agencies.* The director and the recovery task force shall coordinate recovery and reconstruction actions with those of state, federal, or mutual aid agencies involved in disaster response and recovery, including but not limited to the Federal Emergency Management Agency (FEMA), the American Red Cross, the Department of Housing and Urban Development (HUD), the Small Business Administration (SBA), the South Carolina Emergency Management Division and other entities that provide assistance in the event of a major disaster. Intergovernmental coordination tasks including but not limited to the following:
  - (a) Assign trained personnel to provide information and logistical support to the FEMA Joint Field Office, if needed;
  - (b) Supply personnel to provide information support for FEMA Disaster Recovery Centers (DRCs), if needed;
  - (c) Participate in damage assessment surveys conducted in cooperation with FEMA and other entities;
  - (d) Participate in the development of hazard mitigation strategies with the Interagency Hazard Mitigation Team (when activated) with FEMA and other entities;

- (e) Cooperate in the joint establishment with other agencies of one-stop service centers for issuance of repair and reconstruction options and permits, business resumption support, counseling regarding temporary and permanent housing, and other information regarding support services available from various governmental and private entities;
- (f) Coordinate within county government the preparation and submission of supporting documentation for Project Worksheets (PWs) to FEMA;
- (g) Determine whether damaged structures and units are within floodplains identified on Flood Insurance Rate Maps (FIRMs) and whether substantial damage has occurred;
- (h) Implement such other coordination tasks as may be required under the specific circumstances of the disaster.

(4) *Additional staffing needs.* In times of disaster, it may be necessary to hire additional staff members to perform various recovery-related duties (for example, additional administrative support for various departments). All additional hiring will be coordinated through the ~~human resources~~ employee services department at the direction of the county administrator. Whenever possible, funding for filling such positions will be provided by sources other than Beaufort County funding from state and federal programs (grant funds, federal programs). If no additional funding sources are available, emergency funds may need to be spent to fill additional staffing needs. Authorization of the expenditure of emergency funds may only be approved by the county administrator.

(5) *Consultation with citizens.* Activities undertaken by the recovery task force that require notification of, or are of interest to the Beaufort County citizenry will be presented to the public through the public information officer.

**Sec. 22-107. - Imposition of curfews during times of emergency and recovery.**

(1) *Purpose.* Beaufort County Council may impose a curfew during periods of emergency or disaster to protect the health, safety, and welfare of the citizens and property of Beaufort County during an emergency, disaster, or imminent threat thereof. The curfew will be used to protect citizens and property from the potential presence of looters, vandals, thieves and others who would take advantage of the confusion and devastation associated with such an event.

(2) *Institution of curfew.* Upon the declaration of a state of emergency by the Governor, or upon the determination by Beaufort County Council, or its emergency manager or successor, of the existence of an emergency or disaster, county council, may adopt a resolution instituting a curfew when it is determined necessary to protect and safeguard the people and property of Beaufort County. All of the territory of the unincorporated county shall be subject to the terms of the curfew, unless otherwise

specified in the resolution. The resolution instituting the curfew shall include the dates and hours that the curfew shall be in effect.

- (3) *Enforcement.* The provisions under this section shall be enforced by the Beaufort County Sheriff's Office.
- (4) *Prohibition.* It shall be prohibited for any person, other than exempt individuals, to appear in public in the territory subject to the curfew, including, but not limited to, streets, highways, alleys, sidewalks, vacant lots, parks, public buildings or any other public places in all or a delineated part of unincorporated Beaufort County during the stated hours of the curfew. Violators, if convicted, will be subject to any and all penalties allowed for in this article.

**Sec. 22-108. - Re-entry into areas affected by disasters.**

- (1) *Purpose.* It may be necessary, following an evacuation, natural or manmade disaster, or otherwise, to restrict entry into portions or all of Beaufort County by the Beaufort County Sheriff's Office. Restricted access shall occur only when absolutely necessary to protect the lives and property of its citizens. In the absence of state and/or federal oversight, Beaufort County recognizes the need to locally restrict access to areas by the general public during times of disaster and post recovery and reconstruction.
- (2) *Re-entry procedures.* It is anticipated that re-entry will occur in a tiered manner based on key roles in restoring normal operations after a disaster. It is understood that events may occur within specific areas of the county that will dictate, based on local needs and factors, what personnel will need access into the affected areas. Safety, with regard to public health, travel accessibility and rescue operations will be paramount and of crucial importance in determining access.

Immediate and unrestricted access will be granted to search and rescue agents, including agents from county and municipal fire-rescue departments, state, local, and federal law enforcement, fire/EMS, National Guard (Military) and emergency response agencies in support of the affected area.

- (3) *Re-entry passes.* Beaufort County Sheriff's Office Emergency Management Division is responsible for the assignment of re-entry passes. Federal, state and local government agencies and law enforcement officials agree to recognize specific identification from critical infrastructure owners and operators, their contractor(s), subcontractors and others as they seek access into a restricted disaster area. Relying parties (e.g. law enforcement) will require constant communications with local emergency operations centers so that proper admittance is granted. Once identity and attributes are authenticated, access is granted at the discretion of the relying parties. Falsification or the forgery of any re-entry or access passes issued in due

course by the emergency management division or like state or federal agency shall be considered a violation of this article and shall be punishable in accordance with the applicable provisions of this article.

- (4) *Re-entry for citizens and public.* Upon the determination that an affected area is deemed to be safe, the emergency management division, at its discretion, may allow for re-entry for citizens of Beaufort County, or the general public at large.

#### **Sec. 22-109. -Emergency permitting, zoning policy and zoning procedures**

- (1) *Goals and purposes.* The goal of the building codes ~~and codes enforcement~~ department in a disaster is to allow rebuilding, repair and reconstruction of damaged structures in an orderly, safe and timely manner. Although speed of reconstruction is critical, the overall quality of the reconstruction process as it relates to federal, state and local building codes is a paramount issue. The purpose of these administrative procedures is to establish an emergency permitting system to be used following a declared disaster to expedite repair, restoration, or rebuilding of safe habitable structures.
- (2) *Scope.* The scope of this section includes:
- (a) An overview of the emergency permitting process comprised of damage assessment, determination, notification, permitting and inspection.
  - (b) Description of damage categories and corresponding types of emergency permits, based upon the degree of damage.
  - (c) Procedures to determine compliance with the county's development standard ordinance.
  - (d) Procedures describing emergency permitting and inspection requirements.
  - (e) The purpose and authority of the construction board of adjustments and appeals.
  - (f) Fee structure and requirements.
- (3) *Post-disaster procedures.* The building codes ~~and codes enforcement~~ department will implement the following series of procedures to expedite the building permit review and permit issuance process immediately following declaration of an emergency. The building codes ~~and codes enforcement~~ department ~~are~~ is managed by the Beaufort County Building Official. In a recovery operation the county building official is hereby authorized to make minor adjustments to these policies and procedures to meet the objectives of county recovery actions as unforeseen situations arise.

The provisions of section 22-109 shall be in effect for a period of six months from the date of a local emergency declaration following a major disaster or until termination of a state of local emergency, whichever occurs later, or until these provisions are extended, modified, replaced by new provisions, or terminated, in whole or in part, by action of the Beaufort County Council through separate ordinances.

- (4) *Operational procedures.*

- (a) The building codes ~~and codes enforcement office~~ will reopen immediately upon proper notice at the current office location, or at an alternate location if the current location is damaged.
  - (b) Upon re-entry all inspectors and code enforcement staff must contact the county building official, or the deputy county administrator, to receive work assignments and return to work schedules.
  - (c) Inspectors will be assigned to areas of the county to monitor construction activity.
  - ~~(d) Inspectors will issue temporary permits for repair to prevent further damage in accordance with these policies: the international codes, FEMA Substantial Damage Estimation software.~~
  - (e) Inspectors will notify owners of need to comply with construction permit requirements and to advise all concerned parties on reconstruction issues in a post-disaster situation.
  - (f) Damage assessment teams shall be activated. Team will be comprised of one building inspector, one tax appraiser and other professionals, as deemed necessary to assist with structural analysis of severely damaged buildings.
  - (g) If emergency staffing requirements are beyond current staff capability, staffing will be added through mutual aid agreements with surrounding and/or units of government and volunteer groups with proper qualifications.
- (5) *Damage assessment procedures.*
- (a) The initial impact assessment (windshield assessment, disaster assessment) is used to determine the extent of the disaster and to determine whether or not outside assistance will be needed. This assessment is coordinated by the ~~emergency management division of the Sheriff's Office~~ Disaster Recovery Department and is generally performed within 24 or 48 hours after passage of an event, depending on severity and scope.
  - (b) The detailed damage assessment follows the initial impact assessment and includes conducting on-site visits by the damage assessment teams for each affected property. This process may take weeks to complete and will culminate in a summary damage estimate in dollars of the total loss to all property in Beaufort County, including: real, personal, agricultural, utility, infrastructure, business, etc. The county building official and the assessor will determine when damage assessment teams will be assembled for conducting detailed damage assessments and make assignments to areas of the county.
  - (c) Assessment teams are to establish dollar amount assessments of damage to all structures within their area of responsibility.
  - (d) Each team will have values of structures from the most recent tax records.
  - (e) Assessment team decisions will be symbolized by ~~the use~~ using color-coded assessment cards at each structure.
  - (f) Cards will address information as to what percent of the structure has sustained damage, and what process the owner will be required to follow to correct the damage to property. Colored card system detail is found below.

(6) *Detailed damage assessment procedures.* The county building official or an authorized representative shall direct damage assessment teams having authority to conduct field surveys of damaged structures and post color-coded placards designating the condition of such structures as follows:

- (a) Green card—No restrictions. A green card denotes minor damage to property. Card information will include permission to make these minor repairs without having to obtain a zoning or building permit. Structures with minor damage can be made habitable in a short period of time with minimal repairs. Damage may include doors, windows, floors, furnaces, air conditioners, water heaters and other repairable damages.
- (b) Yellow card—Limited entry. A yellow card denotes major damage to the property. Card information will include instructions on how to apply for a zoning and building permit. Owner will not be allowed to occupy the structure, occupancy will be allowed only when structure is classified with a green card with no restrictions. Structures with moderate damage can be made habitable with extensive repairs. This category may include damage to the following portions of a structure: foundation, roof structure, wall sections and any other major components of the property.
- (c) Red card—Unsafe. A red card denotes that the property has been destroyed. Card information will include that the structure is unsafe and may not be occupied. Buildings posted with this placard shall not be entered under any circumstances except as authorized in writing by the department that posted the building or by authorized members of damage assessment teams. The individual posting this placard shall note in general terms the type of damage encountered. This placard is not to be considered a demolition order. Structures with major damage are considered destroyed and a total loss, meaning that damage is determined to be of such an extent that repair is not feasible.

Beaufort County Field inspectors will complete the appropriate card and post in a conspicuous location. Inspector must keep a log of all structures posted in this category. Log will include date, time, location and a damage description/justification of designation.

- (d) This article and section number, the name of the department, its address, and phone number shall be permanently affixed to each placard.
- (e) Once a placard has been attached to a building, it shall not be removed, altered or covered until done so by an authorized representative of Beaufort County or upon written notification from Beaufort County. Failure to comply with this prohibition will be considered a misdemeanor punishable by a \$300.00 fine.

(7) *Staff review team procedures.*

- (a) After an initial damage assessment is completed, the county staff review team (SRT) for development shall convene to determine what areas of the county are impacted and discuss permitting procedures under current emergency conditions.

- (b) The SRT will discuss conditions, including the following matters in determining how to proceed: plan review requirements, ~~temporary~~ emergency housing needs, ordinance enforcement, abatement of unsafe or unrepairable structures, emergency repairs and flood damage control regulation enforcement.
- (c) The SRT shall make determinations as to what areas within the county are in need redevelopment, or in the alternative, which areas are eligible for reconstruction. When a determination has been made that an area has been damaged to such an extent that redevelopment is appropriate, the director of ~~planning~~ community development shall coordinate the process of organizing meetings with the municipalities to determine how the affected areas are to be redeveloped. Redevelopment plans should be based on the most recent comprehensive plan.

(8) *Permitting procedures.*

- (a) The permitting process will be determined by the extent of damage that a property has sustained. Each property will be treated individually consistent with county ordinances and the international building codes requirements. Property sustaining minor damage may not require a permit based on the type of damage.

Major damage will, in most cases, require a permit. The amount of information needed to satisfy the permitting process will be determined by the type and amount of damage that the structure has received. In most situations where a property has sustained major damage, the owner or contractor conducting the repair will be required to submit a full plan of reconstruction.

- (b) During damage assessment, the inspector will leave a colored-coded placard at the site in a conspicuous location. The placard will provide instructions to the owner if a zoning or building permit is required. The color codes are discussed above in subsection 22-107(6).

(9) *Emergency nonconforming permitting procedures.* In an emergency it may be necessary to allow existing nonconforming uses to rebuild. Building owners will only be allowed to rebuild nonconforming uses under these conditions:

- (a) Owner has official copy of building plans that include overall size and dimensions of structure.
- (b) Owner has recent photographs of the structure that supply construction and appearance detail of the structure.
- (c) In addition to meeting the conditions as stated above, building owners are also required to comply with the requirements set forth within subsection 22-109(27) with regard to the rebuilding of nonconforming structures.

(10) *Joint county-municipal permitting.* In a large scale disaster, joint permitting by all governmental permitting bodies would greatly improve effectiveness and speed of post-disaster reconstruction. County staff will pursue implementation of a joint system with all permitting bodies.

(11) *Administrative and clerical staff duties and roles in a disaster.*

- (a) Normal daily business routine procedures will be employed unless adjusted by the county building official.

- (b) Telephone duty assigned to two staff members for all incoming calls.
  - (c) Screening of walk-ins by one staff person. The assigned and designated FEMA Coordinator will notify the county building code and code enforcement divisions of substantially damaged buildings requiring building services approval prior to permit release.
  - (d) All records will be retained.
  - (e) Combined staffs from these county divisions and departments: buildings, planning and zoning departments (and others if required) will perform needed clerical and related processing as needed.
- (12) *Ready information/materials/equipment (for damage assessment teams).*
- (a) Digital cameras and additional memory.
  - (b) Temporary permit forms.
  - (c) Building damage assessment forms/building tags/noncompliance forms.
  - (d) Handheld GPS equipment.
  - (e) Safety vests
  - (f) Steele toe boots
  - (g) Flash lights
  - ~~(h) Dust face masks~~ Contamination protection
  - ~~(i) Field Duty Laptop~~
  - (j) Tablets with collector app loaded
  - (k) Jet pack for tablets
  - (l) Alternative power source to charge devices
- (13) *Issuing emergency zoning and building permits.* When an emergency is officially declared, the following procedures will be implemented when issuing permits:
- (a) No restriction on use or occupancy. No plans are required, no permit is required, and no inspection activity other than damage assessment is required.
  - (b) Use and occupancy restriction. A plan may be required for repairs or a detailed list of work to be done may be required. Development plan review is not required if there is no change in footprint of the building.
  - (c) Emergency building permit(s) is required. An affidavit stating that the owner or his/her authorized agent shall comply with all county codes will be required. Building inspections are required prior to work beginning and during construction.
  - (d) Use and occupancy restriction. Flood regulation standards shall be implemented. This standard is based upon Beaufort County Flood Map standards adopted by the County to qualify for FEMA disaster planning and reconstruction funding. Flood mapping in place at the time of the disaster will be the standard for decisions. County building official, or other designated representative, may review decisions, where information is incomplete, and/or in conflict with reality, or in error.
  - (e) General requirements: Plans may be required for repairs. If pre-existing structure is in compliance with zoning, and structure is not located in a flood zone or it is elevated to the proper base flood elevation, there is no change in the use or

occupancy and there will be no expansion, plans will not be required. The building must be brought into full compliance with all applicable codes: zoning, building and flood regulations. Development plan review is not required. Building plan review is not required. An emergency building permit is required. An affidavit stating the owner or his/her agent will comply with all county codes is required. Building inspections are required prior to and during construction.

(f) Unsafe. If structure is not demolished, plans are required. A structural engineer report is required. Zoning and development permits are required. A building permit is required.

(g) General requirements: Plans and structural analysis may be required for repairs. If pre-existing structure is in compliance with zoning, and structure is not located in a flood zone or it is elevated to the proper base flood elevation and there is no change in the use or occupancy and there will be no expansion, the building may be repaired after obtaining the building permit; or the building must be brought into full compliance with all applicable codes: zoning, building and flood regulations. Development plan review may not be required. Building inspections are required prior to and during construction.

(14) *County permit fees.* The county will continue to collect permit fees. If conditions warrant revision of this policy, recommendations will be presented to county council.

(15) *Contractor licensing.*

- (a) The county will heighten monitoring and oversight of licensing requirements during emergencies.
- (b) Contractors and subcontractors are likely to respond to construction needs from all parts of the United States.
- (c) State contractor licensing requirements will be the same as during normal operations (e.g., only contractors with appropriate credentials will be issued licenses to work in Beaufort County).
- (d) No preliminary licensing will be allowed.
- (e) High likelihood that Beaufort County, and state contractor licensing authorities, will establish offices in Beaufort County to administer contractor exams, and to manage the paperwork related to the procedure.

(16) *Zoning operations.*

- (a) Zoning permits will be required as described above.
- (b) A site plan or plat will not be required unless the house was moved from its foundation or it is being expanded.
- (c) Field inspectors will judge extent of damage both residential/commercial structures.

(17) *Flood regulations.*

- (a) Beaufort County's flood regulations requires that all pre-FIRM buildings (FEMA definition - a building for which construction or substantial improvement occurred on or before December 31, 1974, or before the effective date of an initial Flood Insurance Rate Map (FIRM)) located in the 100-year floodplain be elevated to the required base flood elevation if the building sustains  $\geq 50$  percent damage of its market value.

- (b) Replacement value is determined before improvements are made to the structure.
  - (c) In cases where there are questions regarding extent of damage or flood zone designation, the ~~inspector~~ owner and/or contractor shall complete FEMA substantial damage form to ~~make~~ facilitate the determination.
- (18) *Electrical and gas connections.*
- (a) Electrical and gas safety inspection procedures. All buildings with a damaged electric and/or gas meter, damaged electrical service weather head, and/or with water submersion inside of the structure up to the elevation of electrical receptacles, will require an electrical safety inspection prior to electrical service being restored.
  - (b) Gas lines in buildings that have experienced a fire must be inspected prior to gas service being restored.
  - (c) Stop work orders (red tags) are to be conspicuously placed near utility meters that are not to be reconnected without prior inspection and release.
  - (d) Records of structures deemed unsafe for utility reconnection are to be maintained and released to the applicable electrical or gas utility as quickly as possible after the determination is made.
- (19) *Mutual aid building inspectors.* Mutual aid building inspectors will assist with performing substantial damage determination inspections, complete applicable forms, input data into FEMA substantial damage determination software, and perform other related duties as assigned.
- (20) *Beaufort County Board of Adjustment and Appeals.*
- (a) The Beaufort County Board of Appeals will handle disputes directly associated with disaster-related reconstruction and construction.
  - (b) The board will act on all matters resulting from matters in dispute. Likely areas of deliberation are: decisions related to degree of damage, new codes, floodplain issues, and other matters that may develop.
  - (c) Additional responsibilities may be assigned to the board to meet needs as they develop.
  - (d) Decisions will be made by majority vote, minutes and all other meetings requirements will be met as the board functions during disaster, including: open meetings requirements, accessibility requirements and Freedom of Information requirements.
- (21) *Applications and forms (to be used by county staff).* Habitable Repair Approval, Unsafe Do Not Enter, Limited Entry - Permit Required for Repairs, Damage Checklist.
- (22) *Development moratorium.* The director shall have the authority to make recommendations to county council regarding moratoriums on the issuance of building permits, approval of land use applications or other permits and entitlements related to the use, development, and occupancy of private property authorized under other chapters and sections of the Code of Ordinances. The recommendations will be based on the opinion of the director, that such action is reasonably justifiable for protection of life and property. County council shall be authorized to issue moratoriums in accordance

with the provisions of this article. County council shall be authorized to issue a moratorium with regards to the requirements under this section.

- (a) *Posting.* Notice of the moratorium shall be posted in a public place and shall clearly identify the boundaries of the area in which a moratorium is in effect as well as the exact nature of the development permits or entitlements that are temporarily held in abeyance.
  - (b) *Duration.* The moratorium shall be in effect from the earliest possible time following a disaster, and shall remain in effect until such time that the Beaufort County Council can take action to extend, modify, or terminate such moratorium by separate ordinance.
- (23) *One-stop center for permit expediting.* The county building official shall oversee establishment of a one-stop center, staffed by representatives of pertinent departments, for the purpose of establishing and implementing streamlined permit processing to expedite repair and reconstruction of buildings, and to provide information support for provision of temporary housing and encouragement of business resumption and industrial recovery. The director shall establish such center and procedures in coordination with other governmental entities that may provide services and support, such as FEMA, SBA, HUD, or the South Carolina Emergency Management Division.
- (24) *Temporary use permits.* The director shall have the authority to issue permits in any residential, commercial, industrial, or other zone for the temporary use of property that will aid in the immediate restoration of an area adversely impacted by a major disaster, subject to the following provisions:
- (a) *Critical response facilities.* Any police, fire, emergency medical, or emergency communications facility that will aid in the immediate restoration of the area may be permitted in any zone for the duration of the declared emergency;
  - (b) *Other temporary uses.* Temporary use permits may be issued in any zone, with conditions, as necessary, provided written findings are made establishing a factual basis that the proposed temporary use:
    1. Will not have a long-term detrimental impact on the immediate neighborhood;
    2. Will not adversely affect the comprehensive plan; and
    3. Will contribute in a positive fashion to the reconstruction and recovery of areas adversely impacted by the disaster.

Temporary use permits may be issued for a period of one year following the declaration of local emergency and may be extended on an annual basis for a maximum of five years from the declaration of emergency, provided such findings are determined to be still applicable by the end of the first year. If, during the first or any subsequent four years, substantial evidence contradicting one or more of the required findings comes to the attention of the director, the temporary use permit shall be revoked.

- (c) *Single-family residence repair or replacement.* A temporary use permit shall also be granted subject to the provisions of subsection 22-111(4) to allow the

property owner of a single-family residence that has been deemed as having "no restrictions on use or occupancy" pursuant to subsection 22-109(13) to live on his or her property until such time as the damaged house can be repaired or rebuilt. This temporary housing permit shall be good for one year and may be renewed each year for a maximum of five years.

- (d) *No grandfathered or nonconforming status acquired.* No use initiated pursuant to the provisions of this section may claim grandfathered or nonconforming use status. Any use initiated under this section must terminate after five years, if not before.
- (25) *Temporary repair permits.* Following a disaster, temporary emergency repairs to secure structures and property damaged in the disaster against further damage or to protect adjoining structures or property may be made without fee or permit where such repairs are not already exempt under other chapters of the Code of Ordinances. The building official must be notified of such repairs within ten working days, and regular permits with fees may then be required.
- (26) *Deferral of fees for reconstruction permits.* Except for temporary repairs issued under provisions of this chapter, all other repairs, restoration, and reconstruction of buildings damaged or destroyed in the disaster shall be approved through permit under the provisions of other chapters of this Code. Fees for such repair and reconstruction permits may be deferred until issuance of certificates of occupancy.
- (27) *Nonconforming buildings and uses.* Buildings damaged or destroyed in the disaster that are legally nonconforming as to use, yards, height, number of stories, lot area, floor area, residential density, parking, or other provisions of the zoning and development standards may be repaired and reconstructed in-kind, provided that:
- (a) The building is damaged in such a manner that the structural strength or stability of the building is appreciably lessened by the disaster and is less than the minimum requirements of the International Building Code for a new building;
  - (b) The cost of repair is less than 50 percent of the replacement cost of the building;
  - (c) All structural, plumbing, electrical and related requirements of the International Building Code are met at current standards;
  - (d) Any local, state or federal natural hazard mitigation requirements are met;
  - (e) Reestablishment of the use or building is in conformance with the National Flood Insurance Program requirements and procedures;
  - (f) The building is reconstructed to the same configuration, floor area, height, and occupancy as the original building or structure, except where this conflicts with National Flood Insurance Program (NFIP) provisions;
  - (g) No portion of the building or structure encroaches into an area planned for widening or extension of existing or future streets as determined by the comprehensive general plan or applicable specific plan; and
  - (h) Repair or reconstruction shall commence within two years of the date of the declaration of local emergency in a major disaster and shall be completed within two years of the date on which permits are issued.

- (i) In addition to the provisions contained herein, building owners are also required to comply with the provisions of subsection 22-109(9) with regard to the rebuilding of nonconforming structures.

Nothing herein shall be interpreted as authorizing the continuation of a nonconforming use beyond the time limits set forth under other sections of the zoning and development standards that were applicable to the site prior to the disaster.

**Sec. 22-110. - Demolition of damaged buildings.**

The director shall have authority to order the condemnation and demolition of buildings and structures damaged in the disaster under the standard provisions of the Code of Ordinances, except as otherwise indicated below:

- (1) *Condemnation and demolition.* In dealing with historic buildings, the building official shall notify the state historic preservation officer within 60 days after the disaster, that one of the following actions will be taken with respect to any historic building or structure determined by the building official to represent an imminent hazard to public health and safety or to pose an imminent threat to the public right-of-way:
  - (a) Where possible, within reasonable limits as determined by the building official, the building or structure shall be braced or shored in such a manner as to mitigate the hazard to public health and safety or the hazard to the public right-of-way;
  - (b) Whenever bracing or shoring is determined not to be reasonable, the building official shall cause the building or structure to be condemned and immediately demolished. Such condemnation and demolition shall be performed in the interest of public health and safety without a condemnation hearing as otherwise required by the building code. Prior to commencing demolition, the building official shall photographically record the entire building or structure.
- (2) *Notice of condemnation.* If, after the specified time frame noted in subsection 22-108(1) of this chapter and less than 30 days after the disaster, a historic building or structure is determined by the building official to represent a hazard to the health and safety of the public or to pose a threat to the public right-of-way, the building official shall duly notify the building owner of the intent to proceed with a condemnation hearing within 30 business days of the notice in accordance with the building code; the building official shall also notify FEMA, in accordance with the National Historic Preservation Act of 1966, as amended, of the intent to hold a condemnation hearing.
- (3) *Request to FEMA for approval to demolish.* Within 30 days after the disaster, for any historic building or structure which the building official and the owner have agreed to demolish, the building official shall submit to FEMA, in accordance with the National Historic Preservation Act of 1966, as amended, a request for approval to demolish. Such request shall include all substantiating data.
- (4) *Historic building demolition review.* If, after 30 days from the event, the building official and the owner of a historic building or structure agree that the building or structure

should be demolished, such action will be subject to the review process established by the National Historic Preservation Act of 1966, as amended.

**Sec. 22-111. - ~~Temporary housing~~ Emergency Housing & Infrastructure**

- (1) Purpose. It is understood that FEMA will be responsible for all temporary housing activities following a disaster; however, it is in Beaufort County's best interest to have a plan in place for guiding where ~~temporary~~ emergency housing is located, the types of temporary housing brought in and how long the housing is allowed to stay on-site.
- (2) Pre-disaster site planning. Each year, as part of the recovery plan update process, the ~~Building Codes Director~~ Community Development Director will be responsible for overseeing a planning process to determine the best sites for the placement of potential ~~temporary~~ emergency housing units. The county will focus on using county-owned property and perhaps existing mobile home parks for locating temporary housing developments. This site identification will take place on an annual basis. This process will be coordinated with the affordable housing, community development, building codes, GIS and other departments as deemed necessary. The results of this annual planning process will be compiled in a selection report and presented to county council by the county administrator.
- (3) Post-disaster policies and procedures. Upon declaration of an emergency, the county administrator shall assign staff to work with FEMA, HUD, the South Carolina Emergency Management Division, and other appropriate governmental and private entities to identify special programs by which provisions can be made for emergency/temporary or permanent replacement housing that will help avoid undue displacement of people and businesses. Such programs may include deployment of manufactured housing and manufactured housing developments under the temporary use permit procedures provided in subsection 22-107 of this article and available section 22-108 and community development block grant funds to offset repair and replacement housing costs, and other initiatives appropriate to the conditions found after a major disaster.
- (4) The county will issue temporary use permits to residents which will allow for the placement of one temporary housing unit on property owned by them in the event that the property owner's house has been damaged but has been deemed as "having no restriction on use or occupancy" as set forth in subsection 22-109(13) above. This will allow the property owner and his or her family to live on-site until such time that the damaged house can be repaired or rebuilt. This temporary housing unit shall only be occupied by the property owner and his or her family.

**Sec. 22-112. - Hazard mitigation program.**

The county has established a comprehensive hazard mitigation program that includes both long-term and short-term components.

(1) *Hazard mitigation plan.* Beaufort County has adopted by resolution a hazard mitigation plan for the purpose of enhancing long-term safety against future disasters. The hazard mitigation plan identifies and maps the presence, location, extent, and severity of natural hazards, such as:

- (a) Flooding;
- (b) Dam failure;
- (c) Drought;
- (d) Wind: thunderstorms and tornadoes;
- (e) Earthquakes;
- (f) Fire;
- (g) Tsunamis;
- (h) Hazardous materials.

The hazard mitigation plan determines and assesses Beaufort County's vulnerability to such known hazards and proposes measures to be taken both before and after a major disaster to mitigate such hazards. It contains linkages between its own provisions and those of other comprehensive plan elements including, but not limited to, land use, transportation, housing, economic development, and historic preservation, and any other pertinent element so that development and infrastructure decisions will incorporate considerations of natural hazards.

(2) *Short-term action program.* A short-term hazard mitigation program is included in the recovery plan. It is comprised of hazard mitigation program elements of highest priority for action, including preparation and adoption of separate ordinances dealing with specific hazard mitigation and abatement measures, as necessary. Such ordinances may require special site planning, land use, and development restrictions or structural measures in areas affected by flooding, urban/wildland fire, wind, seismic, or other natural hazards, or remediation of known technological hazards, such as toxic contamination.

(3) *Post-disaster actions.* Following a major disaster, the director shall participate in developing a mitigation strategy as part of the interagency hazard mitigation team with FEMA and other entities, as called for in Section 409 of the Stafford Act and related federal regulations. As appropriate, the director may recommend to the Beaufort County Council that Beaufort County participate in the state's hazard mitigation grant program, authorized in Section 404 of the Stafford Act, in order to partially offset costs of recommended hazard mitigation measures.

(4) *New information.* As new information is obtained regarding the presence, location, extent, and severity of natural or technological hazards, or regarding new mitigation techniques, such information shall be made available to the public, and shall be incorporated as soon as practicably possible within the comprehensive plan and the recovery plan through amendment.

**Sec. 22-113. - Protection of critical county public records policies and procedures.**

- (1) *Purpose.* Effective and productive management of county business requires that critical public records be protected and stored for reuse as normalcy is reestablished within the county.
- (2) *Identification of critical records.*
  - (a) County staff will conduct meetings with appropriate county departments to access the volume and types of material.
  - (b) Recommendation report will be made and presented to the county administrator.
- (3) *Adoption of safe storage policy.*
  - (a) County staff will make recommendations as to appropriate protection and storage procedures.
  - (b) Recommendation report will be made and presented to the county administrator.

**Sec. 22-114. - Disaster emergency refuse collection and disposal policies and procedures.**

- (1) *Objectives.*
  - (a) Timely and effective refuse removal and disposal are critical factors in enabling quicker cleanup and rebuilding.
  - (b) Refuse removal and disposal are also health and safety issues.
- (2) *Procedures.* The director of public works shall be responsible for managing the removal from public rights-of-way debris and rubble, trees, damaged or destroyed cars, trailers, equipment, and other private property, without notice to owners, provided that in the opinion of the director of public works such action is reasonably justifiable for protection of life and property, provision of emergency evacuation, assurance of firefighting or ambulance access, mitigation of otherwise hazardous conditions, or restoration of public infrastructure. The director of public works shall also have the authority to secure emergency waivers of environmental regulations from state and federal authorities and to call upon outside support from such agencies for debris clearance, hazardous materials spills, and restoration of ground access. Debris clearance shall be conducted by pre-selected contractors. Other debris clearance regulations and procedures can be found in the Beaufort County Debris Management Plan.
- (3) *Identification of areas suitable for refuse, reduction and disposal.*
  - (a) The county shall designate suitable refuse reduction and disposal sites throughout the county prior to an event to facilitate emergency response. Sites will be recommended and evaluated by county staff for recommendation to the county administrator.

**Sec. 22-115. - Recovery and reconstruction strategy.**

At the earliest practicable time following the declaration of local emergency in a major disaster, the director and the recovery task force shall prepare a strategic program for recovery and reconstruction based on the pre-disaster plan and its policies.

- (1) *Functions.* To be known as the recovery strategy, the proposed strategic program shall identify and prioritize major actions contemplated or under way regarding such essential functions as business resumption, economic reinvestment, industrial recovery, housing replacement, infrastructure restoration, and potential sources of financing to support these functions.
- (2) *Review.* The recovery strategy shall be forwarded to the Beaufort County Council for review and approval following consultation with other governmental agencies and business and citizen representatives. The recovery strategy shall provide detailed information regarding proposed and ongoing implementation of initiatives necessary to the expeditious fulfillment of critical priorities and will identify amendment of any other plans, codes, or ordinances that might otherwise contradict or block strategic action. The director shall periodically report to the Beaufort County Council regarding progress toward implementation of the recovery strategy, together with any adjustments that may be called for by changing circumstances and conditions.

**Sec. 22-116. - Penalties for offenses.**

Any person, firm, company or corporation who fails to comply with this article, or the emergency measures made effective pursuant to this article, is guilty of a misdemeanor of the second degree, and upon conviction for such offense, may be punished by a fine not to exceed \$500.00 or by imprisonment not to exceed 60 days in the Beaufort County Jail, or both, in the discretion of the court hearing the case. Each day of continued noncompliance or violation will constitute a separate offense.

In addition, any construction licensee of Beaufort County or the State of South Carolina who violates any provision of this article or the emergency measures which are effective as a result of this article may be charged with a violation and the matter will be heard before the appropriate board, in a state administrative proceeding or a court of law.

Nothing contained in this section prevents Beaufort County from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any failure to comply with, or violation of, this article or the emergency measures which may be made effective according to this article. Other lawful action will include, but is not limited to, an equitable action for injunctive relief or an action at law for damages.

**Sec. 22-117. - Severability.**

If any provision of this article is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions that can be implemented without the invalid provision and, to this end the provisions of this article are declared to be severable.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

ORDINANCE conveying real property (right of way) from Beaufort County to SCDOT - For the widening of SC HWY 170

#### Council Committee:

Public Facilities

#### Meeting Date:

February 4, 2019

#### Committee Presenter (Name and Title):

Rob McFee

#### Issues for Consideration:

none

#### Points to Consider:

none

#### Funding & Liability Factors:

2006 approved Transportation Sales and Use tax referendum. Need to convey to SCDOT to reduce liability to county.

#### Council Options:

convey the land or not to convey the land.

#### Recommendation:

Convey the land to SCDOT

ORDINANCE NO. 2019 / \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM BEAUFORT COUNTY TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY WIDENING OF SC HIGHWAY 170**

**WHEREAS**, in 2006, Beaufort County voters approved an ordinance authorizing the imposition of a Transportation Sales and Use Tax to finance transportation-related projects in Beaufort County; and

**WHEREAS**, the Transportation Sales and Use Tax funds were used for the acquisition of certain real property; and

**WHEREAS**, Beaufort County now owns certain real properties along SC Route 170 from Highway 46 to US Highway 278 that were obtained with funds from the 2006 Transportation Sales and Use Tax; and

**WHEREAS**, the area the County now wishes to convey to South Carolina Department of Transportation (SCDOT) is generally demonstrated on the attached **Exhibit A** and more particularly described in the quit claim deed formally granting the real properties to the SCDOT; and

**WHEREAS**, Beaufort County believes that it is in the best interests of its citizens to forever relinquish any claim of right it may have over the properties along SC Route 170 from Highway 46 to US Highway 278 and convey these lands to the SCDOT.

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council does hereby authorize the County Administrator to execute the necessary documents to convey to the South Carolina Department of Transportation the properties along SC Route 170 from Highway 46 to US Highway 278 as shown on the attached **Exhibit A** and more particularly described in the attached quit claim deed.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stu Rodman, Chairman

APPROVED AS TO FORM:

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Thomas J. Keaveny, II, County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

DRAFT

INDEX OF SHEETS

| NO.          | DESCRIPTION                                | QTY.       |
|--------------|--|------------|
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| 1A           | R/W TITLE SHEET (FOR SIGNATURES ONLY)      | 1          |
| 2            | SUMMARY OF ESTIMATED QUANTITIES            | 1          |
| 2A           | MOVING, REMOVING, & DISPOSAL ITEMS         | 1          |
| 3-3H         | TYPICAL SECTIONS AND MISCELLANEOUS DETAILS | 9          |
| 4-4B         | RIGHT-OF-WAY DATA SHEETS                   | 3          |
| 4C-4K        | PROPERTY STRIP MAP                         | 9          |
| 5            | GENERAL CONSTRUCTION NOTES                 | 1          |
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| 6-25         | PLAN & PROFILE SHEETS                      | 20         |
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| EC1          | EROSION CONTROL PLANS                      | 1          |
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| U1-U21       | UTILITY PLAN SHEETS                        | 22         |
| X1-X120      | CROSS SECTION SHEETS (SC170)               | 120        |
| <b>TOTAL</b> |  | <b>339</b> |

# BEAUFORT COUNTY



## PLAN AND PROFILE OF PROPOSED STATE HIGHWAY WIDENING OF SC 170 FROM SC 46 TO US 278 WEST BOUND RAMP BEAUFORT & JASPER COUNTIES

FILE NO: 07.036938A

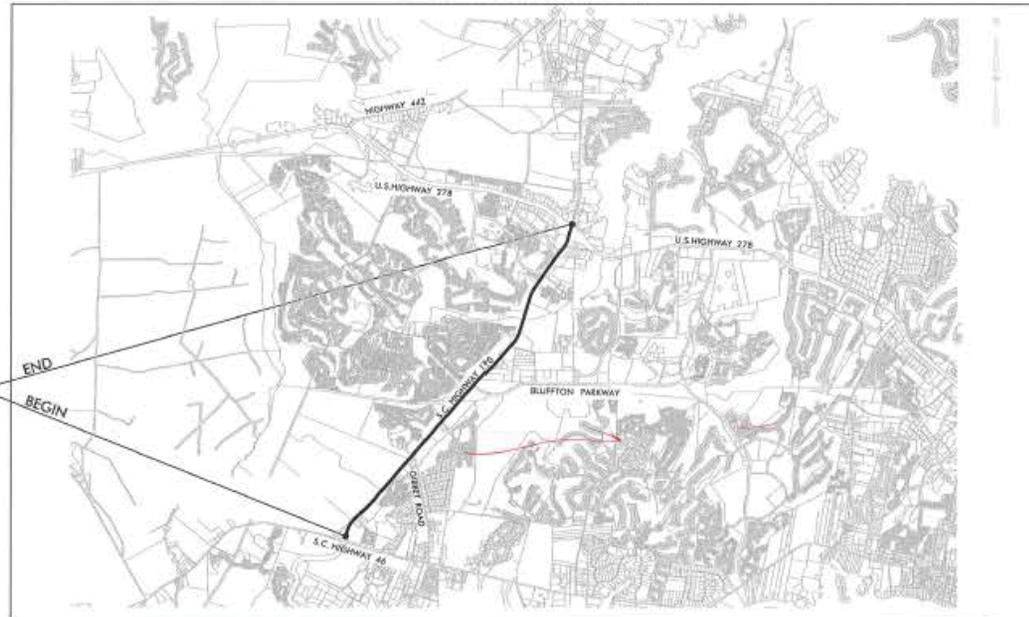


SOUTH CAROLINA ROUTE 170-FILE 07.036938A  
STA 0+59.27 TO STA 240+60.00  
SEE PLAN SHEETS 6 THRU 25

LOCATION MAP  
N.T.S.

3 DAYS BEFORE DIGGING IN  
SOUTH CAROLINA

CALL 811



LAYOUT  
SCALE = N.T.S.

**THE STATE OF SOUTH CAROLINA**

**TITLE TO REAL ESTATE  
COUNTY OF BEAUFORT  
Survey Station  
0+59.27 To 240+60.00**

**Approximate**

**Road/Route.....S.C. 170  
File.....07.036938A  
Item.....  
Project.....  
PIN.....**

**WHEREAS**, the Beaufort County acquired certain rights-of-way from Sixty-six (66) conveyances in connection with the widening of SC Highway 170 from SC 46 to the US 278 westbound ramps; and

**WHEREAS**, the Beaufort County wishes to convey these rights-of-way to the South Carolina Department of Transportation.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that **Beaufort County**, a political subdivision of the State of South Carolina, P.O. Drawer 1228, Beaufort, SC 29901-1228 (“Grantor”), in consideration of the sum of **Ten and No/100 (\$10.00) Dollars** to it in hand paid and before the sealing of these presents by the **South Carolina Department of Transportation, Columbia, South Carolina (“Grantee”)**, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all those certain real properties of the Grantor in fee simple along **SC Highway 46 to the US Highway 278 Westbound Ramps on SC Route 170**, State and County aforesaid, and identified in plans prepared by Thomas & Hutton, 50 Park of Commerce Way, P.O. Box 2727, Savannah, GA 31402-2727, entitled “Plan and Profile of Proposed State Highway Widening of SC 170 from SC 46 to US 278 West Bound Ramps Beaufort & Jasper Counties,” and dated June 8, 2010.

**SPECIAL PROVISIONS:** The above consideration is for all those certain Sixty-six conveyances of land, or portions thereof containing 49.38 acres, more or less, and all improvements thereon, if any, owned by the County of Beaufort, shown as “Area[s] of Acquisition” on the aforementioned plans. Said plans are stored in the Office of the Beaufort County Records Management located at 113 Industrial Village Road, Beaufort, SC 29906.

**The Rights-Of-Way to Be Transferred To SCDOT includes:**

That being a **25,654.06 SF** portion of the property acquired from the Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3124 in the records of the ROD Office for Beaufort County, designated as **Tract 3 and marked and attached as Exhibit A**. This portion property was acquired from the parcel identified as Tax Map No. R614 036 000 0596 0000; and

That being a **195,621.29 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3128 in the records of the ROD Office for Beaufort County, designated as **Tract 4 and marked and attached as Exhibits A, B, C**. This portion of property was acquired from the parcel identified as Tax Map No. R614 028 000 0916 0000; and

That being a **27,408.36 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3133 in the records of the ROD Office for Beaufort County, designated as **Tract 5, and marked and attached as Exhibits B, C, D**. This portion of property was acquired from the parcel identified as Tax Map No. R614 028 000 3661 0000; and

That being a **5,744.75 SF** portion of property acquired from The Town of Bluffton, identified as parcel 6A and **5,794.68 SF** identified as parcel 6B consisting of two parcels, by deed dated August 8, 2012 and recorded August 16, 2012 in Deed Book 3167, Page 581 in the records of the ROD Office for Beaufort County, designated as **Tract 6A & 6B and marked and attached as Exhibits D & E, respectively**. This portion of property was acquired from the parcel identified as Tax Map No. R614 028 000 2735 0000; and

That being a **344,498.90 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3138 in the records of the ROD Office for Beaufort County, designated as **Tract 7 marked and attached as Exhibits D,E, F**. This portion of property was acquired from the parcel identified as Tax Map No. R614 028 000 1138 0000; and

That being a **27,408.18 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3144 in the records of the ROD Office for Beaufort County, designated as **Tract 10 marked and attached as Exhibit G**. This portion of property was acquired from the parcel identified as Tax Map No. R614 028 000 1107 0000; and

That being a **69,047 SF** portion of property acquired from The Town of Bluffton, by deed dated November 11, 2011 and recorded February 14, 2012 in Deed Book 3119, Page 2466 in the records

of the ROD Office for Beaufort County, designated as **Tract 11 marked and attached as Exhibits G, H**. This portion of property was acquired from the parcel identified as Tax Map No. R622 028 000 1006 0000; and

That being a **91,934 SF** portion of property acquired from Del Webb Communities, Inc. by deed dated February 16, 2012 and recorded September 12, 2012 in Deed Book 3174, Page 445 in the records of the ROD Office for Beaufort County, designated as **Tract 12 marked and attached as Exhibits H, I**. This portion of property was acquired from the parcel identified as Tax Map No. R600 028 0000025 0000; and

That being a **5,676 SF** portion of property acquired from Del Webb Communities, Inc. by deed dated March 5, 2012 and recorded June 27, 2012 in Deed Book 3153, Page 1429 in the records of the ROD Office for Beaufort County, designated as **Tract 12A marked and attached as Exhibit H**. This portion of property was acquired from the parcel identified as Tax Map No. R600 028 000 0025 0000; and

That being a **36,752 SF** portion of property acquired from Del Webb Communities, Inc. by deed dated February 16, 2011 and recorded September 12, 2012 in Deed Book 3174, Page 449 in the records of the ROD Office for Beaufort County, designated as **Tract 13 marked and attached as Exhibits I, J**. This portion of property was acquired from the parcel identified as Tax Map No. R600 028 000 0001 0000; and

That being a **5,328 SF** portion of property acquired from Sun City Hilton Head Community Association, Inc., by deed dated June 22, 2011 and recorded May 4, 2012 in Deed Book 3140, Page 1877 in the records of the ROD Office for Beaufort County, designated as **Tract 14 marked and attached as Exhibit J**. This portion of property was acquired from the parcel identified as Tax Map No. R600 029 000 1594 0000; and

That being a **5,466 SF** (.13 acres) portion of the five acre property which Beaufort County acquired from Del Webb Communities, Inc., by deed dated March 24, 1999 in Deed Book 2561, Page 2268 and recorded in the records of the ROD Office for Beaufort County, designated as **Tract 15 marked and attached as Exhibit J**. This portion of property was acquired from the parcel identified as Tax Map No. R600 029 000 1648 0000 (a portion of R600-029-000-0126-0000); and

That being a **53,312 SF** portion of property acquired from Sun City Hilton Head Community Association, Inc. by deed dated February 16, 2011 and recorded October 10, 2011 in Deed Book 3089, Page 3100 in the records of the ROD Office for Beaufort County, designated as **Tract 16 marked and attached as Exhibits K, L, M**. This portion of property was acquired from the parcel identified as Tax Map No. R600 029 000 1079 0000; and

That being a **33,106 SF** portion of property acquired from Del Webb Communities, Inc. by deed dated February 16, 2011 and recorded September 25, 2012 in Deed Book 3174, Page 453 in the records of the ROD Office for Beaufort County, designated as **Tract 19 marked and attached as Exhibit M**. This portion of property was acquired from the parcel identified as Tax Map No. R600 021 000 0030 0000; and

That being a **16,988 SF** portion of property from Sun City Hilton Head Community Association, Inc. by deed dated February 16, 2011 and recorded October 10, 2011 in Deed Book 3089, Page 3105 in the records of the ROD Office for Beaufort County, designated as **Tract 20 marked and attached as Exhibit M**. This portion of property was acquired from the parcel identified as Tax Map No. R600 021 000 0538 0000; and

That being an **87,556 SF** portion of property acquired from Sun City Hilton Head Community Association, Inc. by deed dated February 16, 2011 and recorded October 10, 2011 in Deed Book 3089, Page 3108 in the records of the ROD Office for Beaufort County, designated as **Tract 21 marked and attached as Exhibits M, N**. This portion of property was acquired from the parcel identified as Tax Map No. R600 020 000 1355 0000; and

That being a **13,764 SF** portion of property acquired from Sun City Hilton Head Community Association, Inc., by deed dated February 16, 2011 and recorded October 10, 2011 in Deed Book 3089, Page 3112 in the records of the ROD Office for Beaufort County, designated as **Tract 23 marked and attached as Exhibits O, P**. This portion of the property was acquired from the parcel identified as Tax Map No. R600 021 000 0202 0000; and

That being a **72,115 SF** portion of property acquired from Sun City Hilton Head Community Association, Inc., by deed dated March 11, 2011 and recorded October 10, 2011 in Deed Book 3089, Page 3115 in the records of the ROD Office for Beaufort County, designated as **Tract 24 marked and attached as Exhibit P, Q**. This portion of the property was acquired from the parcel identified as Tax Map No. R603 021 00C 0178 0000; and

That being a **2,091 SF** portion of property acquired from Okatie Center Commercial Association, Inc., by deed dated August 17, 2011 and recorded May 4, 2012 in Deed Book 3140, Page 1883 in the records of the ROD Office for Beaufort County, designated as **Tract 26 marked and attached as Exhibit Q**. This portion of the property was acquired from the parcel identified as Tax Map No. R603 021 000 0069 0000; and

That being a **9,278 SF** portion of property acquired from Okatie Center Commercial Association, Inc., by deed dated August 17, 2011 and recorded May 4, 2012 in Deed Book 3140, Page 1886 in the records of the ROD Office for Beaufort County, designated as **Tract 27 marked and attached as Exhibit Q**. This portion of the property was acquired from the parcel identified as Tax Map No. R603 021 000 0232 0000; and

That being a **1,001 SF** portion of property acquired from Palmetto Storage of the Lowcountry, LLC, by deed dated July 5, 2012 and recorded September 12, 2012 in Deed Book 3174, Page 457 in the records of the ROD Office for Beaufort County, designated as **Tract 49 marked and attached as Exhibit S**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0466 0000; and

That being a **1,263 SF** portion of property acquired from Maye River Baptist Church, by deed dated June 18, 2012 and recorded September 12, 2012 in Deed Book 3174, Page 461 in the records of the ROD Office for Beaufort County, designated as **Tract 54 marked and attached as Exhibit A**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0045 0000; and

That being a **23,958 SF** portion of property acquired from Villages at Palmetto Pointe Homeowners Association, Inc., by deed dated July 2, 2012 and recorded September 12, 2012 in Deed Book 3174, Page 465 in the records of the ROD Office for Beaufort County, designated as **Tract 55 marked and attached as Exhibits A, B**. This portion of the property was acquired from the parcel identified as Tax Map No. R614 036 000 0948 0000; and

That being a **16,552 SF** portion of property acquired from Villages at Palmetto Pointe Homeowners Association, Inc., by deed dated July 2, 2012 and recorded September 12, 2012 in Deed Book 3174, Page 469 in the records of the ROD Office for Beaufort County, designated as **Tract 56 marked and attached as Exhibits B, C**. This portion of the property was acquired from the parcel identified as Tax Map No. R614 036 000 0587 0000; and

That being a **10,731 SF** portion of property acquired from Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Palmetto Point Business Park, POA, Inc., by Annotated Condemnation Notice & Tender of Payment dated August 26, 2013 and recorded in Deed Book 3500, Page 898 in the records of the ROD Office for Beaufort County, designated as **Tract 57 marked and attached as Exhibit S**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0470 0000; and

That being a **6,621 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Palmetto Land Associates, LLC, by Annotated Condemnation Notice & Tender of Payment dated February 20, 2014 and recorded in Deed Book 3319, Page 2223 in the records of the ROD Office for Beaufort County, designated as **Tract 58 marked and attached as Exhibit C**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0462 0000; and

That being a **7,448 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Palmetto Land Associates, LLC, by Annotated Condemnation Notice &

Tender of Payment dated February 20, 2014 and recorded in Deed Book 3319, Page 2218 in the records of the ROD Office for Beaufort County, designated as **Tract 59 marked and attached as Exhibit C**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0461 0000; and

That being a **8,712 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Palmetto Land Associates, LLC, by Annotated Condemnation Notice & Tender of Payment dated February 20, 2014 and recorded in Deed Book 3319, Page 2228 in the records of the ROD Office for Beaufort County, designated as **Tract 60 marked and attached as Exhibit C**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0460 0000; and

That being a **4,486 SF** portion of property acquired from FJW Palmetto Point, LLC and Frank Guidobono as Trustee of the Trust Agreement of Lisa Moretti Guidobono dated June 4, 2001, , by deed dated June 20, 2012 and recorded September 12, 2012 in Deed Book 3174, Page 473 in the records of the ROD Office for Beaufort County, designated as **Tract 61 marked and attached as Exhibits C, D**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0458 0000; and

That being a **11,064 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Palmetto Point Business Park, POA, Inc., by Annotated Condemnation Notice & Tender of Payment dated August 28, 2013 and recorded in Deed Book 3500, Page 909 in the records of the ROD Office for Beaufort County, designated as **Tract 62 marked and attached as Exhibit D**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0471 0000; and

That being a **11,225 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Palmetto Point Business Park, POA, Inc., by Annotated Condemnation Notice & Tender of Payment dated August 28, 2013 and recorded in Deed Book 3500, Page 904 in the records of the ROD Office for Beaufort County, designated as **Tract 63 marked and attached as Exhibit D**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0473 0000; and

That being a **52,103 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Charleston-Atlantic Presbytery, by Annotated Condemnation Notice & Tender of Payment dated March 18, 2013 and recorded in Deed Book 3270, Page 122 in the records of the ROD Office for Beaufort County, designated as **Tract 64 marked and attached as Exhibits D, E**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 0921 0000; and

That being a **13,765 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8A, LLC, by Annotated Condemnation Notice & Tender of Payment dated April 30, 2013 and recorded in Deed Book 3270, Page 131 in the records of the ROD Office for Beaufort County, designated as **Tract 65 marked and attached as Exhibits E, F**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 0920 0000; and

That being a **6,915 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8A, LLC, by Annotated Amended Condemnation Notice & Tender of Payment dated April 30, 2013 and recorded in Deed Book 3265, Page 56 in the records of the ROD Office for Beaufort County, designated as **Tract 65A marked and attached as Exhibits E, F**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 3921 0000; and

That being a **5,314 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Village Park Commercial, LSI, LLC, by Annotated Condemnation Notice & Tender of Payment dated November 7, 2013 and recorded in Deed Book 3500, Page 892 in the records of the ROD Office for Beaufort County, designated as **Tract 66 marked and attached as Exhibit F**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 2655 0000; and

That being a **8,232 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8A, LLC, by Annotated Amended Condemnation Notice & Tender of Payment dated May 10, 2013 and recorded in Deed Book 3655, Page 1225 in the records of the ROD Office for Beaufort County, designated as **Tract 67 marked and attached as Exhibit F**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 0023 0000; and

That being a **14,359 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8B, LLC, by Annotated Condemnation Notice & Tender of Payment dated April 30, 2013 and recorded in Deed Book 3279, Page 182 in the records of the ROD Office for Beaufort County, designated as **Tract 68, marked and attached as Exhibits F, G, H**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 0918 0000; and

That being a **8,078 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8B, LLC, by Annotated Condemnation Notice & Tender of Payment dated April 30, 2013 and recorded in Deed Book 3270, Page 149 in the records of the ROD Office for Beaufort County, designated as **Tract 68A marked and attached as Exhibit F**. This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 3923 0000; and

That being a **7,828 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8B, LLC, by Annotated Condemnation Notice & Tender of Payment dated April 30, 2013 and recorded in Deed Book 3279, Page 172 in the records of the ROD Office for Beaufort County, designated as **Tract 68B marked and attached as Exhibits F, G.** This portion of the property was acquired from the parcel identified as of Tax Map No. R610 028 000 3924 0000; and

That being a **6,797 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8B, LLC, by Annotated Condemnation Notice & Tender of Payment dated April 30, 2013 and recorded in Deed Book 3270, Page 161 in the records of the ROD Office for Beaufort County, designated as **Tract 68C marked and attached as Exhibit G.** This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 3925 0000; and

That being a **7,295 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8B, LLC, by Annotated Condemnation Notice & Tender of Payment dated August 16, 2013 and recorded in Deed Book 3265, Page 2138 in the records of the ROD Office for Beaufort County, designated as **Tract 68D marked and attached as Exhibit G.** This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 3926 0000; and

That being a **31,867 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8B, LLC, by Annotated Condemnation Notice & Tender of Payment dated October 11, 2013 and recorded in Deed Book 3279, Page 167 in the records of the ROD Office for Beaufort County, designated as **Tract 69 marked and attached as Exhibit H.** This portion of the property was acquired from the parcel identified as Tax Map No. R610 028 000 1106 0000; and

That being a **20,306 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Parcel 8C, LLC, by Annotated Condemnation Notice & Tender of Payment dated October 5, 2018 and recorded in Deed Book 3705, Page 2218 in the records of the ROD Office for Beaufort County, designated as **Tract 70 marked and attached as Exhibit I.** This portion of the property was acquired from the parcel identified as Tax Map No. R610 029 000 0610 0000; and

That being a **37,062 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for James Bush, et al., by Annotated Condemnation Notice & Tender of Payment dated September 14, 2011 and recorded in Deed Book 3096, Page 256 in the records of the ROD Office for Beaufort County, designated as **Tract 71 marked and attached as Exhibit I.**

This portion of the property was acquired from the parcel identified as Tax Map No. R600 029 000 0002 0000; and

That being a **32,670 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Ernest Tolbert, et al., by Annotated Condemnation Notice & Tender of Payment dated September 14, 2011 and recorded in Deed Book 3095, Page 1864 in the records of the ROD Office for Beaufort County, designated as **Tract 72 marked and attached as Exhibits I, J**. This portion of the property was acquired from the parcel identified as Tax Map No. R600 029 000 0003 0000; and

That being a **5,532 SF** portion of property acquired from Ernest Tolbert, by deed dated December 13, 2010 and recorded June 27, 2012 in Deed Book 3153, Page 1426 in the records of the ROD Office for Beaufort County, designated as **Tract 73 marked and attached as Exhibit J**. This portion of the property was acquired from the parcel identified as Tax Map No. R600 029 000 0086 0000; and

That being a **57,499 SF** portion of property acquired from Ephraim Brown, by deed dated December 13, 2010 and recorded May 4, 2012 in Deed Book 3140, Page 1889 in the records of the ROD Office for Beaufort County, designated as **Tract 74 marked and attached as Exhibit J**. This portion of the property was acquired from the parcel identified as Tax Map No. R600 029 000 1194 0000; and

That being a **13,103 SF** portion of property acquired from Williams Reynolds Stewart, by deed dated December 2, 2010 and recorded May 4, 2012 in Deed Book 3140, Page 1892 in the records of the ROD Office for Beaufort County, designated as **Tract 75 marked and attached as Exhibit J**. This portion of the property was acquired from the parcel identified as Tax Map No. R600 029 000 0005 0000; and

That being a **104,907 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Rosalee B. Malloy, et al, by Annotated Condemnation Notice & Tender of Payment dated August 23, 2011 and recorded in Deed Book 3096, Page 250 in the records of the ROD Office for Beaufort County, designated as **Tract 76 marked and attached as Exhibits J, K**. This portion of the property was acquired from the parcel identified as Tax Map No. R600 029 000 0006 0000; and

That being a **87,854 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for National Healthcare Corporation and New Leaf, LLC, by Annotated Condemnation Notice & Tender of Payment dated March 11, 2016 and recorded in Deed Book 3468, Page 105 in the records of the ROD Office for Beaufort County, designated as **Tract 77 marked and attached as Exhibits K, L**. This portion of the property was acquired from the parcel identified as Tax Map No. R617 029 000 1160 0000; and

That being a **98,941 SF** portion of property acquired from New Leaf, LLC, by Limited Warranty Deed dated February 17, 2016 and recorded in Deed Book 3466, Page 1708 in the records of the ROD Office for Beaufort County, designated as **Tract 78 marked and attached as Exhibits L, M.** This portion of the property was acquired from the parcel identified as Tax Map No. R610 029 000 0023 0000; and

That being a **87,637 SF** portion of property acquired from Jerri Ann Roseneau, Clerk of Court for County of Beaufort for Lowcountry Evergreen, LLC, by Annotated Condemnation Notice & Tender of Payment dated December 6, 2012 and recorded in Deed Book 3218, Page 1400 in the records of the ROD Office for Beaufort County, designated as **Tract 79 marked and attached as Exhibits M, N.** This portion of the property was acquired from the parcel identified as Tax Map No. R617 029 000 0483 0000; and

That being a **60,477.71 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3099 in the records of the ROD Office for Beaufort County, designated as **Tract 80 marked and attached as Exhibits N, O.** This portion of the property was acquired from the parcel identified as Tax Map No. R613 021 000 0313 0000; and

That being a **33,805.85 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3103 in the records of the ROD Office for Beaufort County, designated as **Tract 81 marked and attached as Exhibit O.** This portion of the property was acquired from the parcel identified as Tax Map No. R613 021 000 0652 0000; and

That being a **10,609.50 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3108 in the records of the ROD Office for Beaufort County, designated as **Tract 82 marked and attached as Exhibits O, P.** This portion of the property was acquired from the parcel identified as Tax Map No. R613 021 000 0518 0000; and

That being a **3,635.09 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3112 in the records of the ROD Office for Beaufort County, designated as **Tract 83 marked and attached as Exhibit P.** This portion of the property was acquired from the parcel identified as Tax Map No. R613 021 000 0650 0000; and

That being a **21,439.85 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3116 in the records of the ROD Office for Beaufort County, designated as **Tract 84 marked and attached as Exhibit**

**P.** This portion of the property was acquired from the parcel identified as Tax Map No. R613 021 000 0649 0000; and

That being a **199.98 SF** portion of property acquired from The Town of Bluffton, by deed dated October 28, 2011 and recorded November 21, 2011 in Deed Book 3099, Page 3120 in the records of the ROD Office for Beaufort County, designated as **Tract 85 marked and attached as Exhibit P.** This portion of the property was acquired from the parcel identified as Tax Map No. R613 021 000 0520 0000; and

That being a **2,650 SF** portion of property acquired from Exodus Enterprises, LLC, by deed dated January 28, 2011 and recorded May 4, 2012 in Deed Book 3140, Page 1895 in the records of the ROD Office for Beaufort County, designated as **Tract 86 marked and attached as Exhibit P.** This portion of the property was acquired from the parcel identified as Tax Map No. R600 021 000 016A 0000; and

That being a **1,548 SF** portion of property acquired from Exodus Enterprises, LLC, by deed dated October 13, 2011 and recorded March 16, 2012 in Deed Book 3127, Page 1274 in the records of the ROD Office for Beaufort County, designated as **Tract 86A marked and attached as Exhibit P.** This portion of the property was acquired from the parcel identified as Tax Map No. R600 021 000 016A 0000; and

That being a **36,502 SF** portion of property acquired from Provident Health Services, Inc., by deed dated January 27, 2012 and recorded June 4, 2012 in Deed Book 3147, Page 1017 in the records of the ROD Office for Beaufort County, designated as **Tract 87 marked and attached as Exhibits P, Q.** This portion of the property was acquired from the parcel identified as Tax Map No. R600 021 000 0016 0000; and

That being a **14,835 SF** portion of property acquired from the Dorothy Martin Revocable Trust u/t/a dated May 31, 1990 and Albert G. Martin Revocable Trust u/t/a dated May 31, 1990, by Albert G. Martin and Melanie Reeder, Trustees, 4945 Fire Tower Road, Ridgeland, SC 29936, by deed dated April 18, 2012 and recorded July 20, 2012 in Deed Book 3159, Page 1214 in the records of the ROD Office for Beaufort County, designated as **Tract 88 marked and attached as Exhibit Q.** This portion of the property was acquired from the parcel identified as Tax Map No. R600 021 000 015A 0000; and

That being a **1,072 SF** portion of property acquired from the Dorothy Martin Revocable Trust u/t/a dated May 31, 1990 and Albert G. Martin Revocable Trust u/t/a dated May 31, 1990, by Albert G. Martin and Melanie Reeder, Trustees, 4945 Fire Tower Road, Ridgeland, SC 29936, by deed dated April 18, 2012 and recorded July 20, 2012 in Deed Book 3159, Page 1218 in the records of the ROD Office for Beaufort County, designated as **Tract 89 marked and attached as Exhibit Q.**

This portion of the property was acquired from the parcel identified as Tax Map No. R600 021 000 013A 0000; and

That being a **16,117 SF** portion of property acquired from SunTrust Bank, Trustee of the Bernard H. Breedlove Trust, dated May 14, 1982, as amended and restated on June 18, 2002 and SunTrust bank, Trustee of the Eleanor A. Breedlove Revocable Trust dated May 14, 1982, as amended and restated on September 16, 2005, PO Box 2600, Norfolk VA 23501-2600, by deed dated August 25, 2011 and recorded May 4, 2012 in Deed Book 3140, Page 1898 in the records of the ROD Office for Beaufort County, designated as **Tract 90 marked and attached as Exhibits Q, R.** This portion of the property was acquired from the parcel identified as Tax Map No. R600 021 000 0021 0000; and

That being a **5,706 SF** portion of property acquired from the FJW Palmetto Point, LLC and Frank Guidobono as Trustee of the Agreement of Lisa Moretti Guidobono dated June 4, 2001, PO Box 7259, Hilton Head, SC 29925, by deed dated June 20, 2012 and recorded September 12, 2012 in Deed Book 3174, Page 477 in the records of the ROD Office for Beaufort County, designated as **Tract 105 marked and attached as Exhibit S.** This portion of the property was acquired from the parcel identified as Tax Map No. R610 036 000 0459 0000.

**TOGETHER** with all and singular the rights, members, hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining.

**TO HAVE AND TO HOLD**, all and singular, the premises before mentioned unto the **South Carolina Department of Transportation** its successors and assigns, forever.

**AND**, the said **Beaufort County**, a political subdivision of South Carolina does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said **South Carolina Department of Transportation**, its successors and assigns, against it and its successors and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS ITS HAND(S) AND SEAL(S) this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Signed, sealed and delivered in the presence of:

**COUNTY OF BEAUFORT**

\_\_\_\_\_  
1<sup>st</sup> Witness

By: \_\_\_\_\_

John L. Weaver

\_\_\_\_\_  
2<sup>nd</sup> Witness

Its: Interim County Administrator





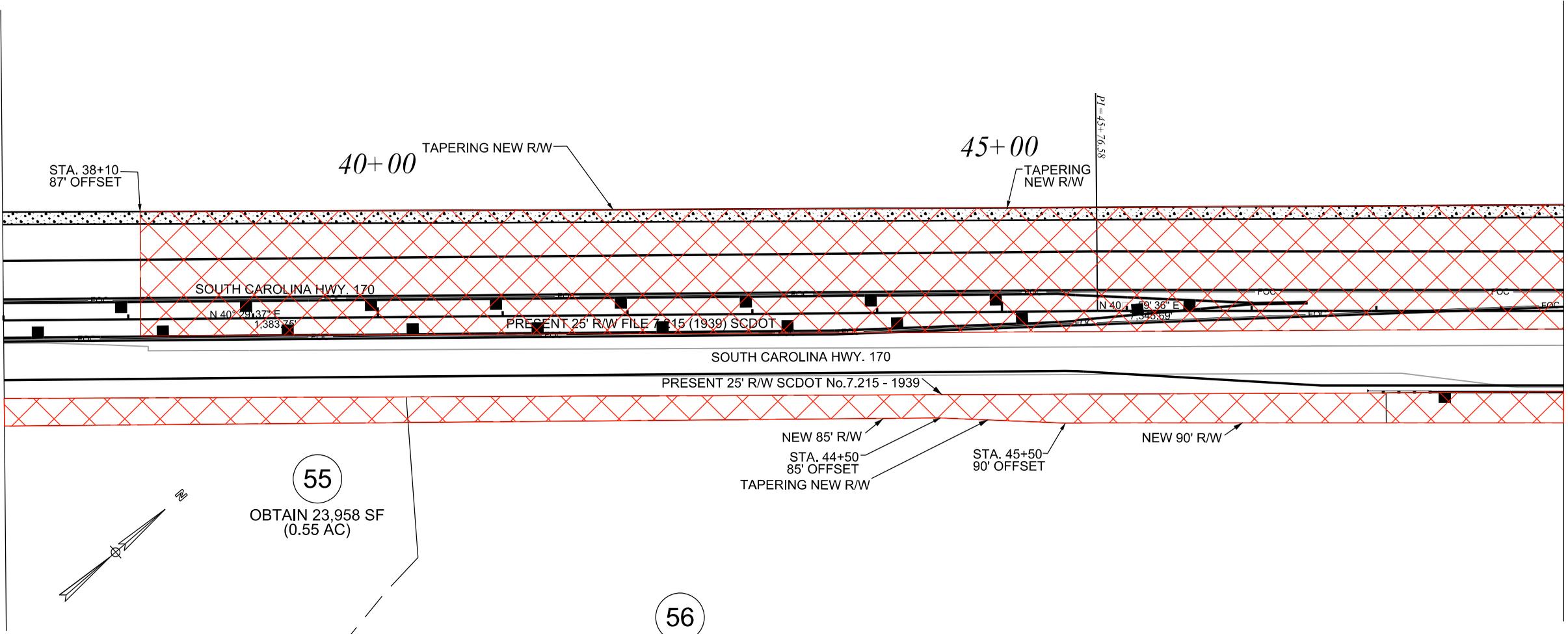
# EXHIBIT "B"

4

OBTAIN 195,621.29 SF  
(4.49 AC)

MATCH LINE 37+00 - SEE EXHIBIT A

MATCH LINE 49+50 - SEE EXHIBIT C



55

OBTAIN 23,958 SF  
(0.55 AC)

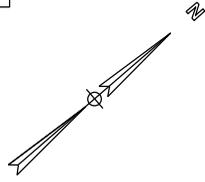
56

OBTAIN 16,552 SF  
(0.38 AC)

**TOTAL OBTAIN THIS SHEET = 3.24 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
AREA OF ACQUISITION FROM TRACT 4,55,56  
SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

# EXHIBIT "C"



4

OBTAIN 195,621.29 SF  
(4.49 AC)

5

OBTAIN 27,408.36 SF  
(0.63 AC)

8

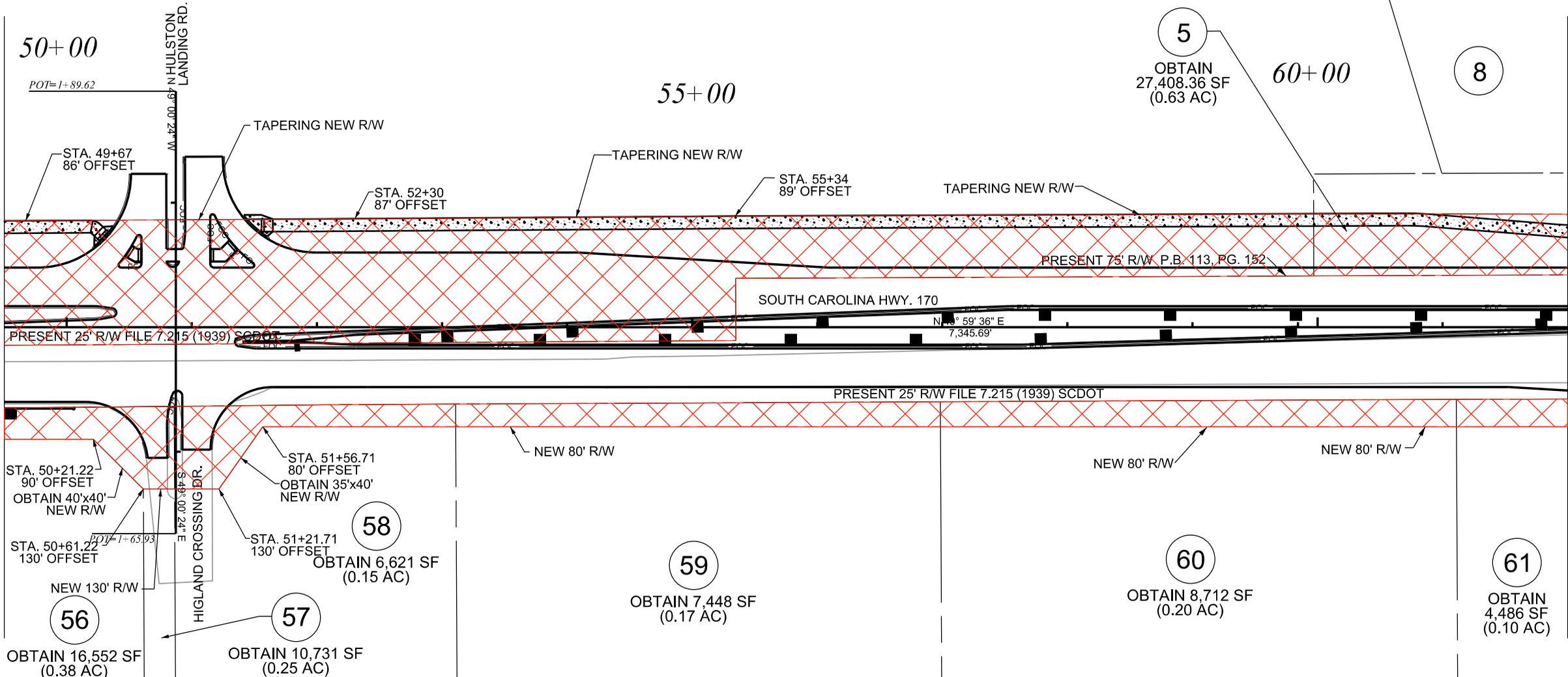
50+00

55+00

60+00

MATCH LINE 49+50 - SEE EXHIBIT B

MATCH LINE 62+00 - SEE EXHIBIT D

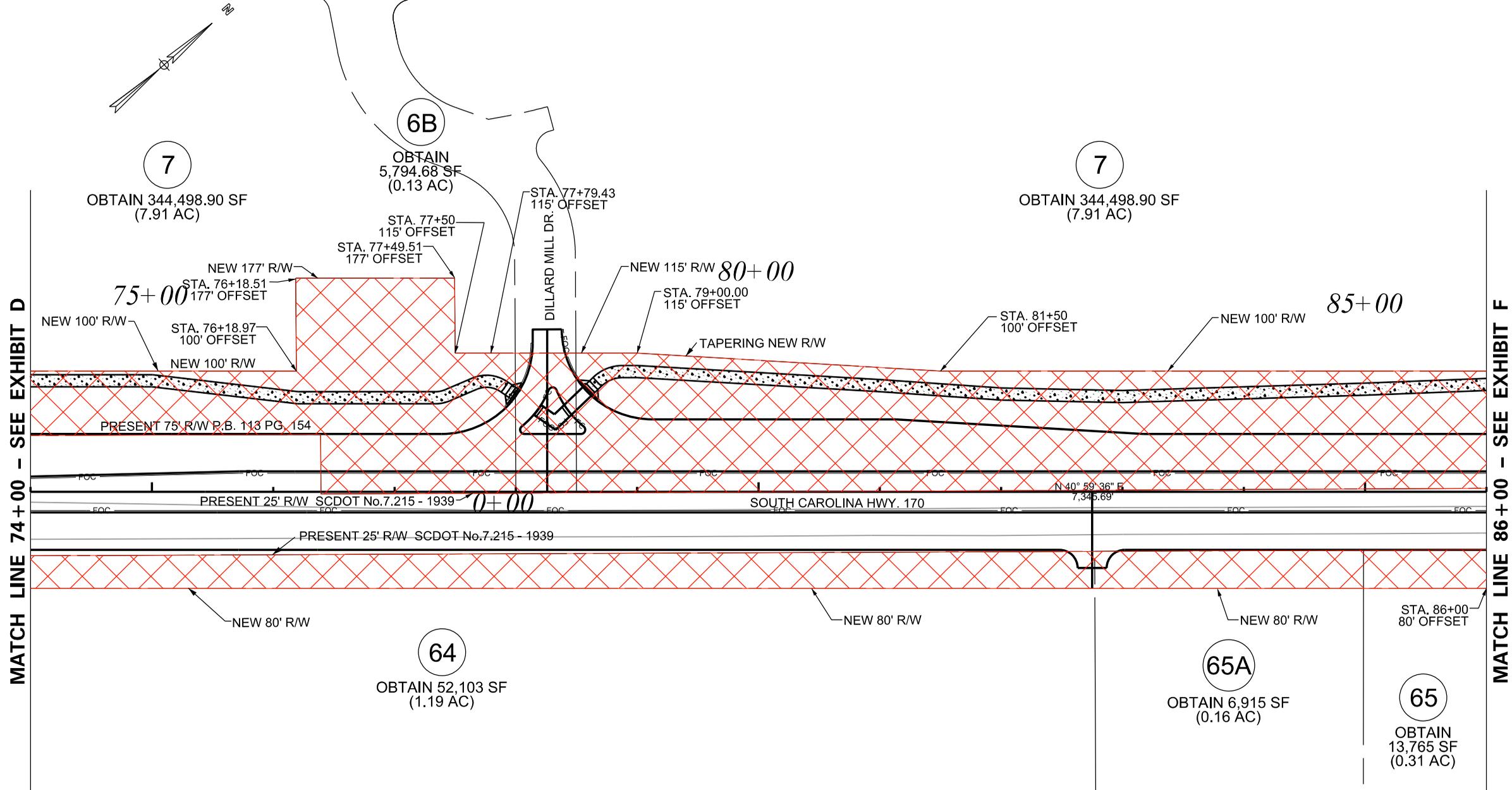


**TOTAL OBTAIN THIS SHEET = 2.80 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 4, 5, 56, 57, 58, 59, 60, 61  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019



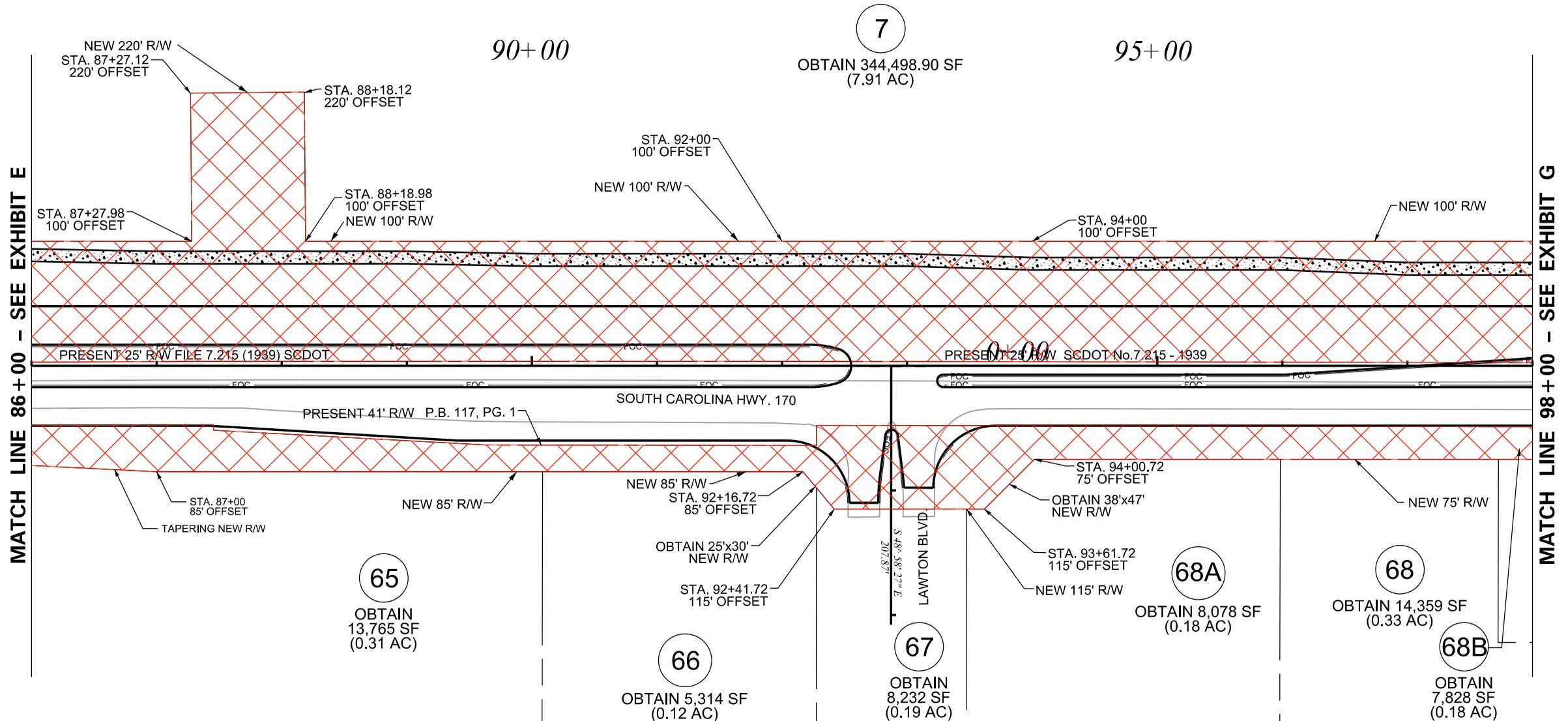
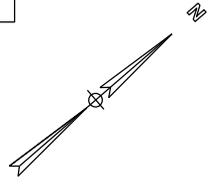
# EXHIBIT "E"



**TOTAL OBTAIN THIS SHEET = 3.63 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 6,7,64,65A,65  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

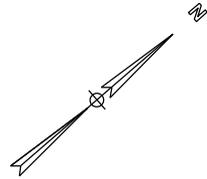
# EXHIBIT "F"



**TOTAL OBTAIN THIS SHEET = 3.79 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

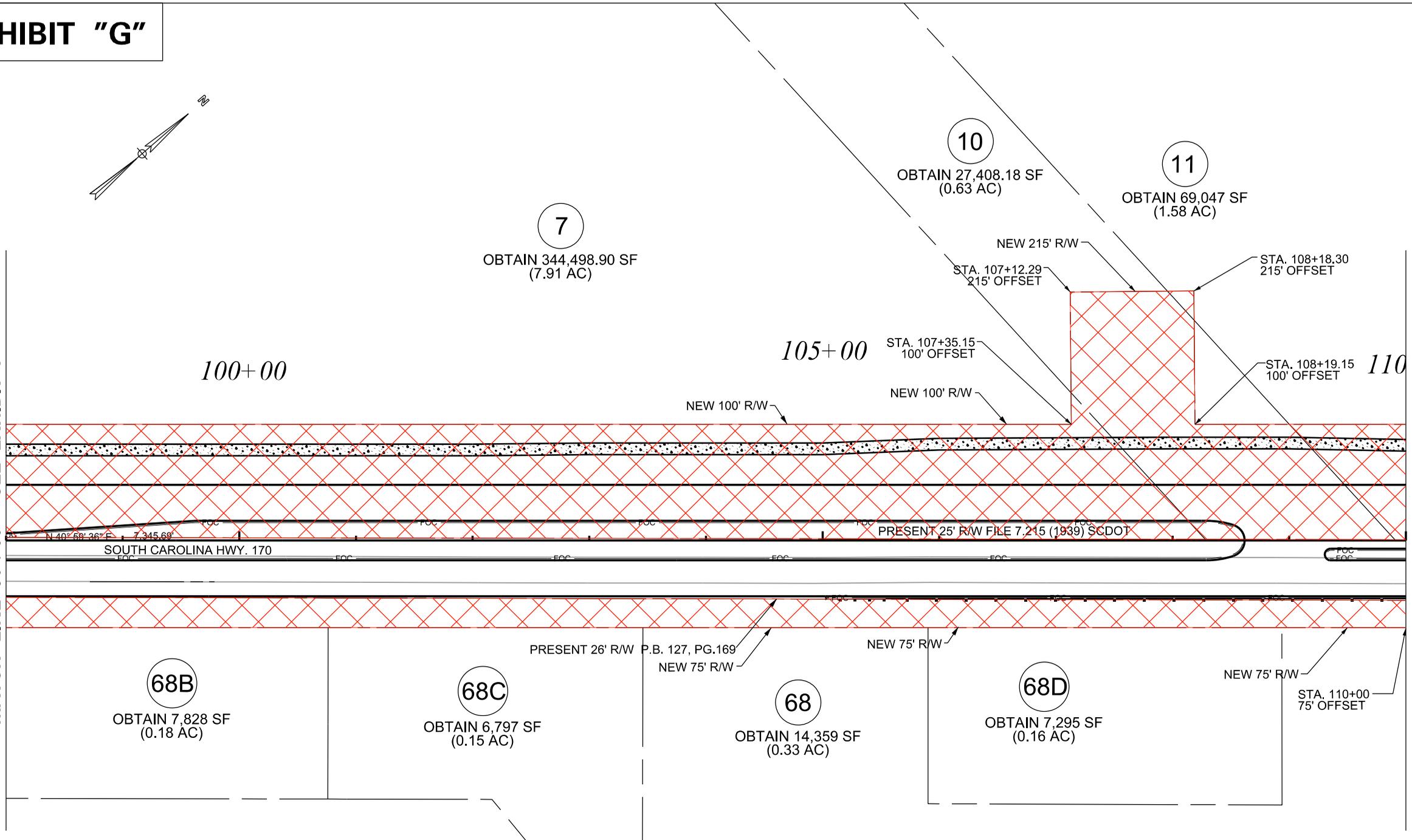
 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 7,65,66,67,68A,68,68B  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

# EXHIBIT "G"



MATCH LINE 98+00 - SEE EXHIBIT F

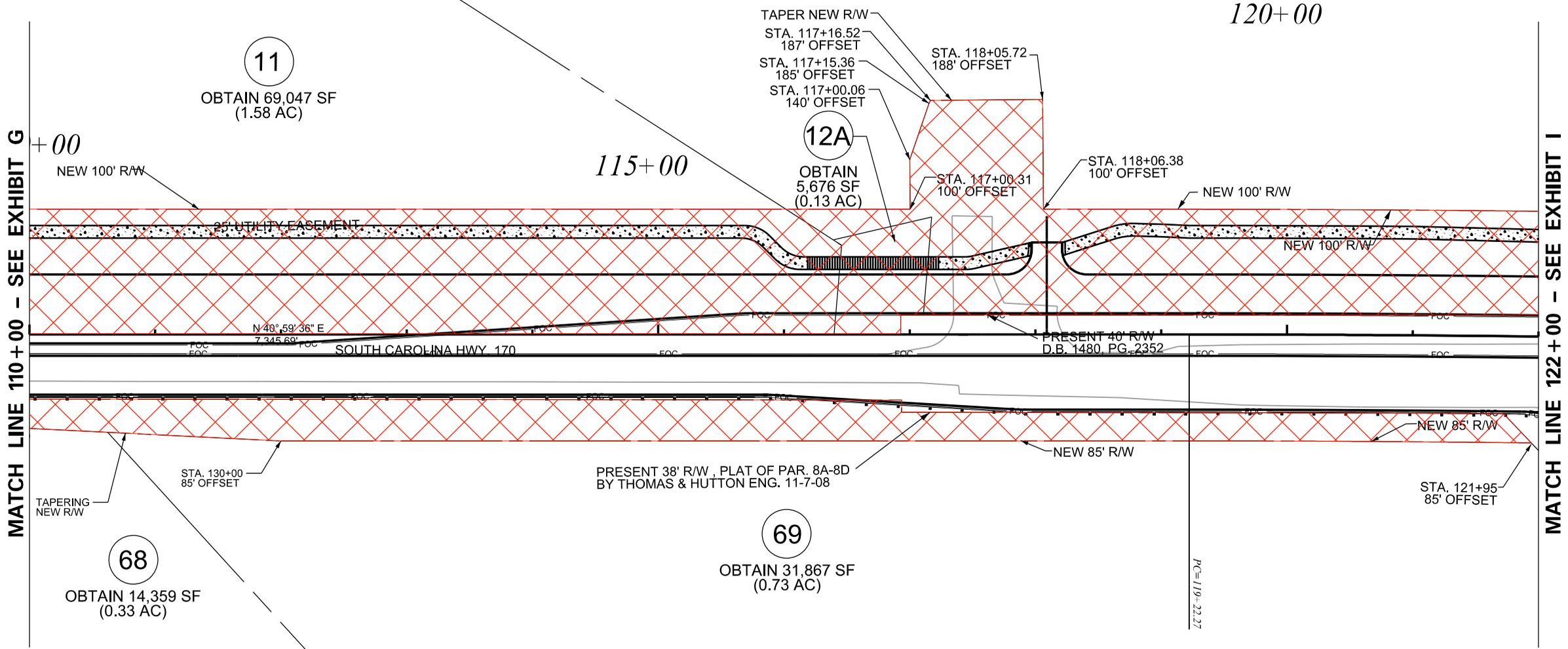
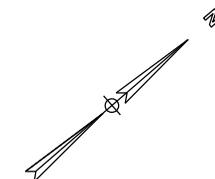
MATCH LINE 110+00 - SEE EXHIBIT H



**TOTAL OBTAIN THIS SHEET = 3.68 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 7,10,11,68,68B,68C,68D  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

# EXHIBIT "H"



11  
OBTAIN 69,047 SF  
(1.58 AC)

12  
OBTAIN 91,934 SF  
(2.11 AC)

12A  
OBTAIN 5,676 SF  
(0.13 AC)

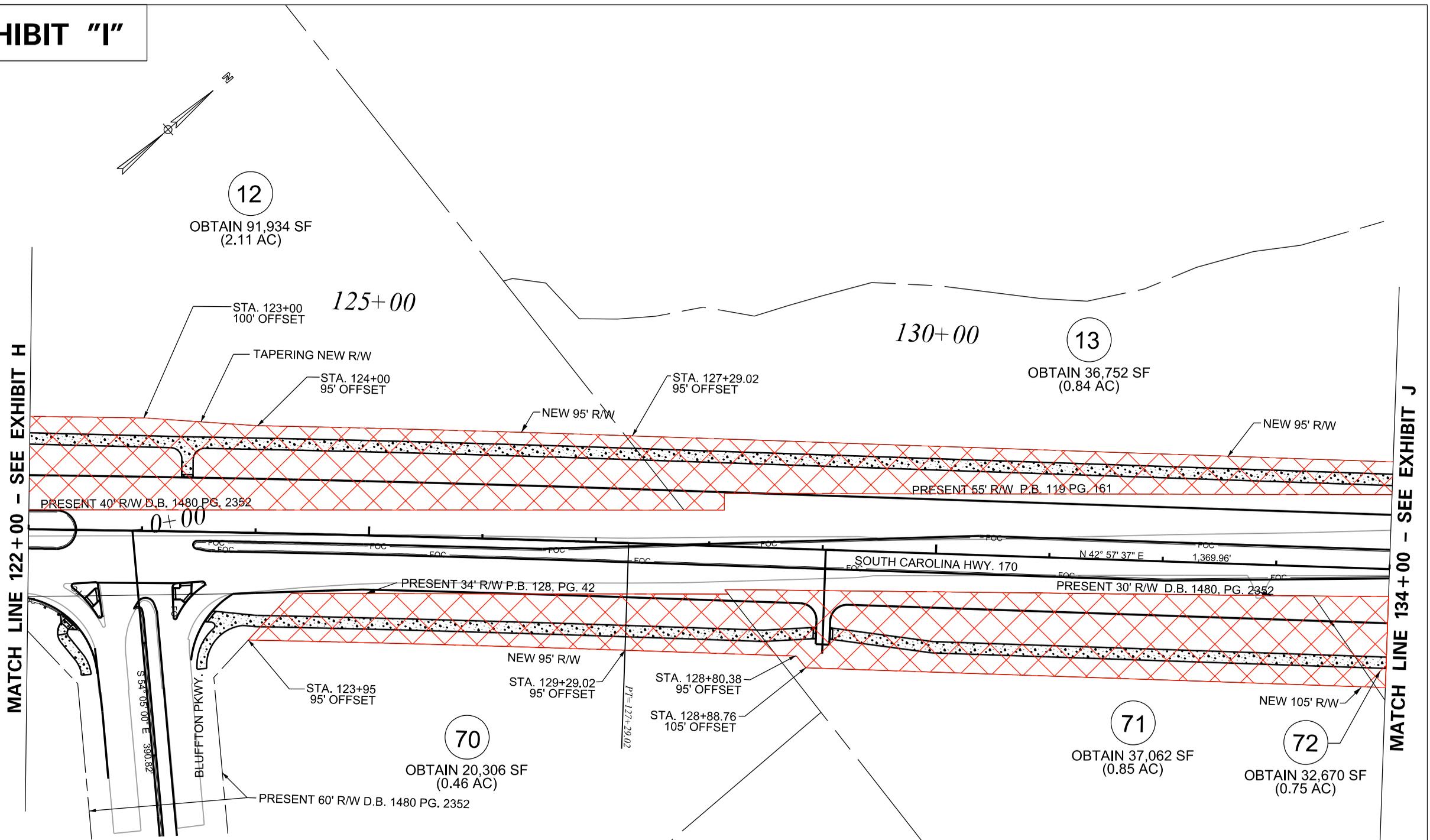
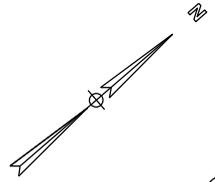
68  
OBTAIN 14,359 SF  
(0.33 AC)

69  
OBTAIN 31,867 SF  
(0.73 AC)

**TOTAL OBTAIN THIS SHEET = 3.53 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 11,12,68,69  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

# EXHIBIT "I"



12

OBTAIN 91,934 SF  
(2.11 AC)

13

OBTAIN 36,752 SF  
(0.84 AC)

70

OBTAIN 20,306 SF  
(0.46 AC)

71

OBTAIN 37,062 SF  
(0.85 AC)

72

OBTAIN 32,670 SF  
(0.75 AC)

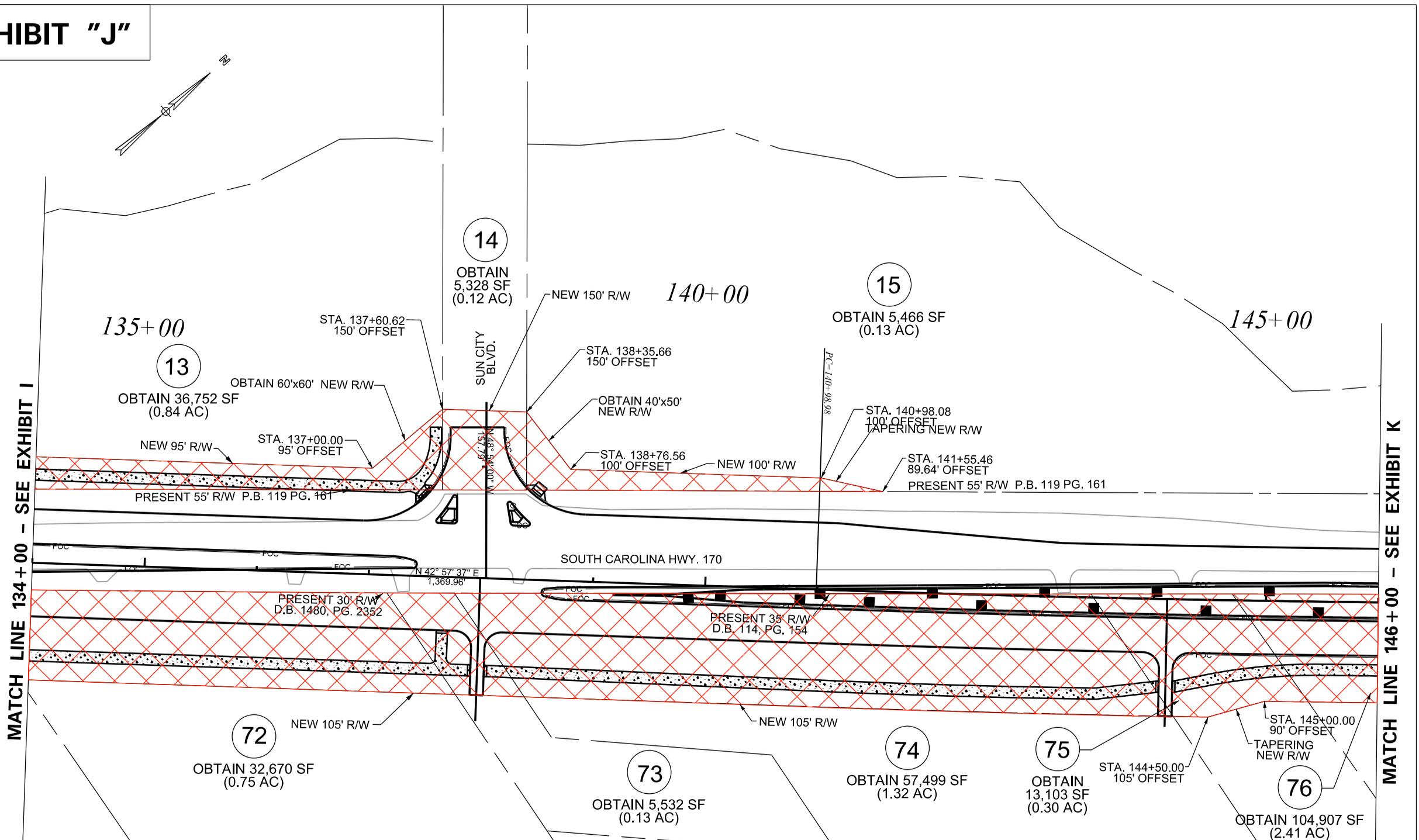
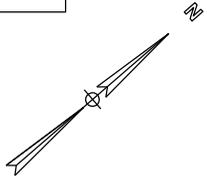
MATCH LINE 122+00 - SEE EXHIBIT H

MATCH LINE 134+00 - SEE EXHIBIT J

**TOTAL OBTAIN THIS SHEET = 2.95 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 12,13,70,71,72  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

# EXHIBIT "J"

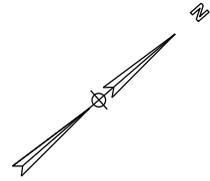


**TOTAL OBTAIN THIS SHEET = 3.14 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 13,14,15,72,73,74,75,76  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019



# EXHIBIT "L"



MATCH LINE 158+00 - SEE EXHIBIT K

MATCH LINE 169+00 - SEE EXHIBIT M

16

OBTAIN 53,312 SF  
(1.22 AC)

160+00

165+00

78

OBTAIN 98,941 SF  
(2.27 AC)

77

OBTAIN 87,854 SF  
(2.02 AC)

SOUTH CAROLINA HWY. 170

PRESENT 35' R/W P.B. 124 PG. 97

PRESENT 30' R/W  
P.B. 124, PG. 97

PRESENT 25' R/W FILE 7.215  
(1939) SCDOT

NEW 80' R/W

STA. 159+00  
80' OFFSET

STA. 160+00  
85' OFFSET

NEW 85' R/W

NEW 85' R/W

NEW 85' R/W

NEW 68' R/W

STA. 165+22.77  
68' OFFSET

TAPERING NEW R/W  
STA. 165+12.57  
85' OFFSET

STA. 162+34.93  
68' OFFSET

TAPERING NEW R/W  
STA. 161+88.36  
126' OFFSET

STA. 160+43.17  
85' OFFSET

TAPERING NEW R/W

STA. 160+98.87  
102' OFFSET

TAPERING NEW R/W

STA. 161+29.55  
126.97' OFFSET

TAPERING NEW R/W

**TOTAL OBTAIN THIS SHEET = 2.74 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

|  |  |
|--|--|
|  | SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION<br>AREA OF ACQUISITION FROM TRACT 16,77,78<br>SCALE 1"=100' ORIGINAL PREPARED 01/31/2019 |
|--|--|

# EXHIBIT "M"



MATCH LINE 169+00 - SEE EXHIBIT L

MATCH LINE 181+00 - SEE EXHIBIT N

16

OBTAIN 53,312 SF  
(1.22 AC)

170+00

19

OBTAIN 33,106 SF  
(0.76 AC)

175+00

20

OBTAIN 16,988 SF  
(0.39 AC)

21

OBTAIN 87,556 SF  
(2.01 AC)

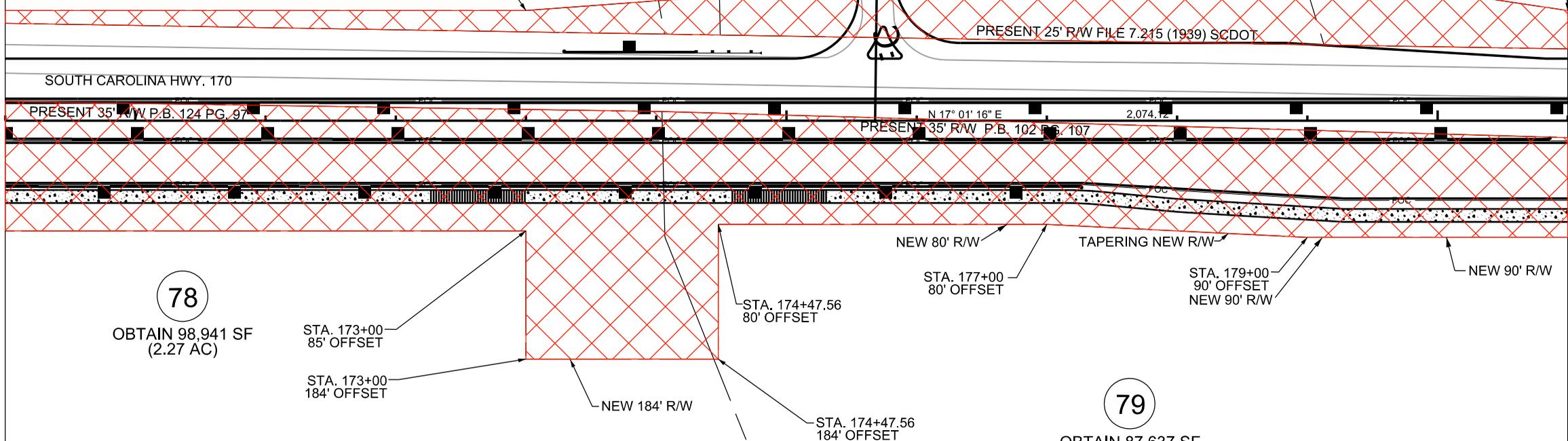
180+00

78

OBTAIN 98,941 SF  
(2.27 AC)

79

OBTAIN 87,637 SF  
(2.00 AC)



**TOTAL OBTAIN THIS SHEET = 3.52 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 16,19,20,21,78,79  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

# EXHIBIT "N"



MATCH LINE 181+00 - SEE EXHIBIT M

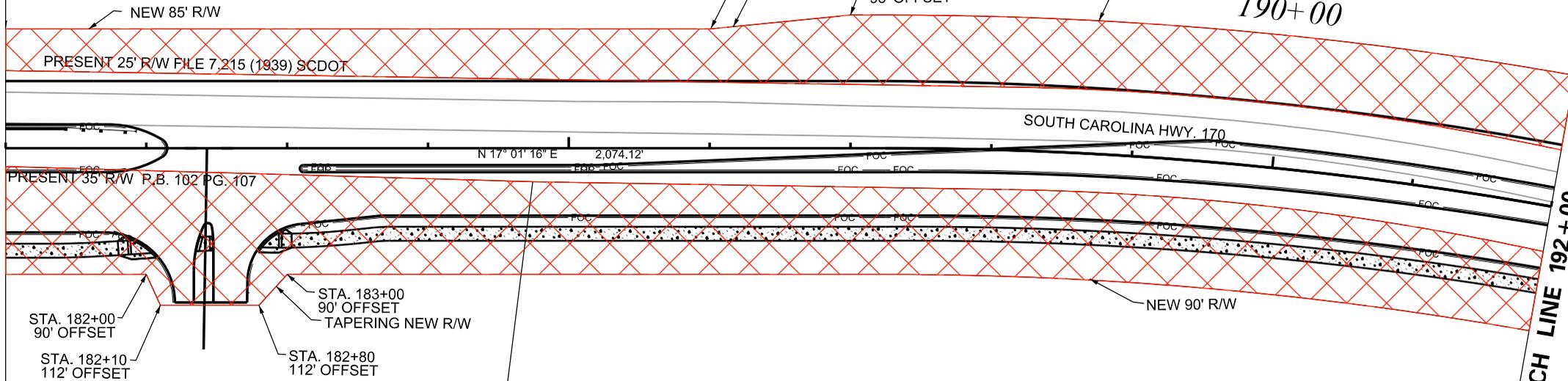
MATCH LINE 192+00 - SEE EXHIBIT O

21

OBTAIN 87,556 SF  
(2.01 AC)

185+00

190+00



79

OBTAIN 87,637 SF  
(2.00 AC)

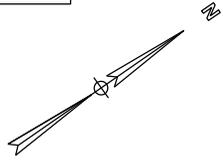
80

OBTAIN 60,477.71 SF  
(1.39 AC)

**TOTAL OBTAIN THIS SHEET = 2.77 AC**  
**TOTAL OBTAIN THIS PROJECT = 2.413 AC**

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 21,79,80  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

# EXHIBIT "O"



MATCH LINE 192+00 - SEE EXHIBIT N

MATCH LINE 204+00 - SEE EXHIBIT P

21  
OBTAIN 87,556 SF  
(2.01 AC)

19  
OBTAIN 33,106 SF  
(0.76 AC)

23  
OBTAIN 13,764 SF  
(0.32 AC)

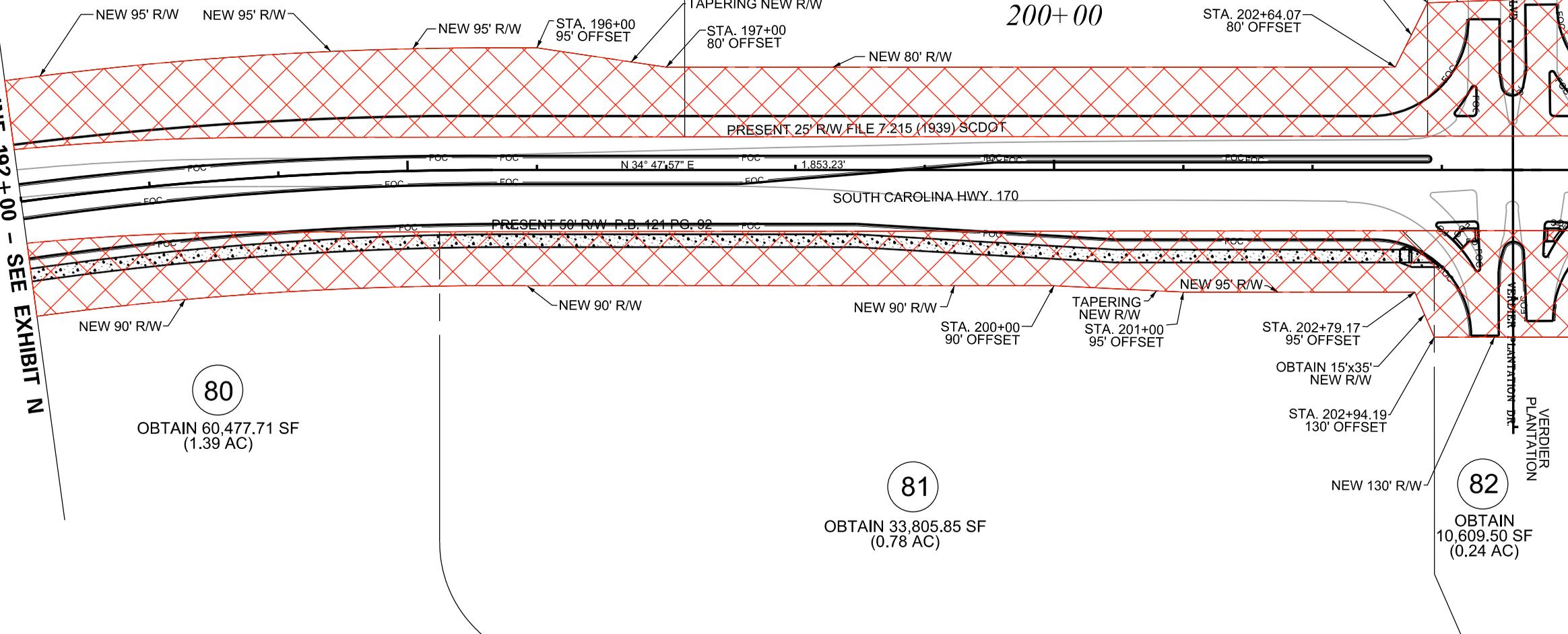
80  
OBTAIN 60,477.71 SF  
(1.39 AC)

81  
OBTAIN 33,805.85 SF  
(0.78 AC)

82  
OBTAIN 10,609.50 SF  
(0.24 AC)

195+00

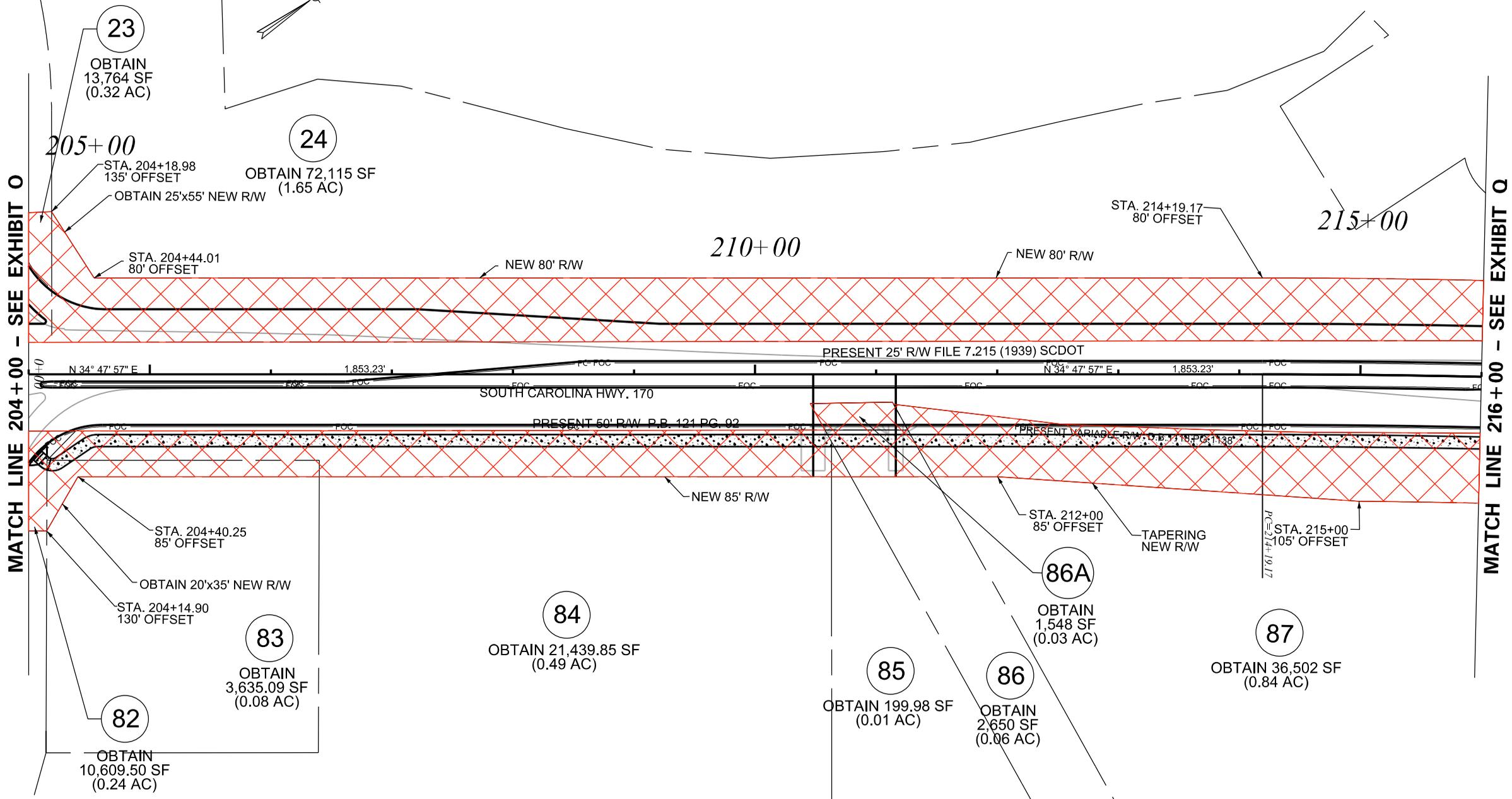
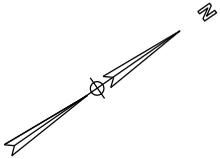
200+00



**TOTAL OBTAIN THIS SHEET = 3.10 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 19,21,23,80,81,82  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

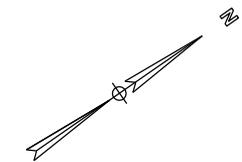
# EXHIBIT "P"



**TOTAL OBTAIN THIS SHEET = 2.78 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 23, 24, 82, 83, 84, 85, 86, 86A, 87  
 SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

# EXHIBIT "Q"



MATCH LINE 216+00 - SEE EXHIBIT P

MATCH LINE 228+00 - SEE EXHIBIT R

24  
OBTAIN 72,115 SF  
(1.65 AC)

26  
OBTAIN 2,091 SF  
(0.05 AC)

27  
OBTAIN 9,278 SF  
(0.21 AC)

26  
OBTAIN 2,091 SF  
(0.05 AC)

28

225+00

220+00

25

87  
OBTAIN 36,502 SF  
(0.84 AC)

88  
OBTAIN 14,835 SF  
(0.34 AC)

89  
OBTAIN 1,072 SF  
(0.025 AC)

90  
OBTAIN 16,117 SF  
(0.37 AC)

OKATIE BLVD.

REYNOLDS BLD.

SOUTH CAROLINA HWY. 170

NEW 80' R/W  
STA. 217+74.90  
84.06' OFFSET  
TAPERING NEW R/W  
STA. 217+25.50  
80' OFFSET

STA. 219+86.32  
155' OFFSET  
STA. 219+91.38  
83' OFFSET

STA. 221+28.76  
169' OFFSET  
STA. 221+35.98  
85' OFFSET

PRESENT R/W VARIES  
P.B. 72 PG. 110

PRESENT R/W VARIES  
P.B. 72 PG. 110

NEW 105' R/W

STA. 222+00  
105' OFFSET  
TAPERING NEW R/W  
STA. 223+00  
130' OFFSET

NEW 130' R/W

PRESENT R/W VARIES  
FILE 7.546 (1989) SCDOT  
STA. 226+77.04  
131.54' OFFSET  
TAPERING NEW R/W

STA. 225+30.12  
130.22' OFFSET

PRESENT R/W VARIES  
FILE 7.546 (1989) SCDOT

PRESENT R/W VARIES  
P.B. 62 PG. 10

**TOTAL OBTAIN THIS SHEET = 1.125 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
AREA OF ACQUISITION FROM TRACT 24,26,27,87,88,89,90  
SCALE 1"=100' ORIGINAL PREPARED 01/31/2019

# EXHIBIT "R"

230+00

235+00

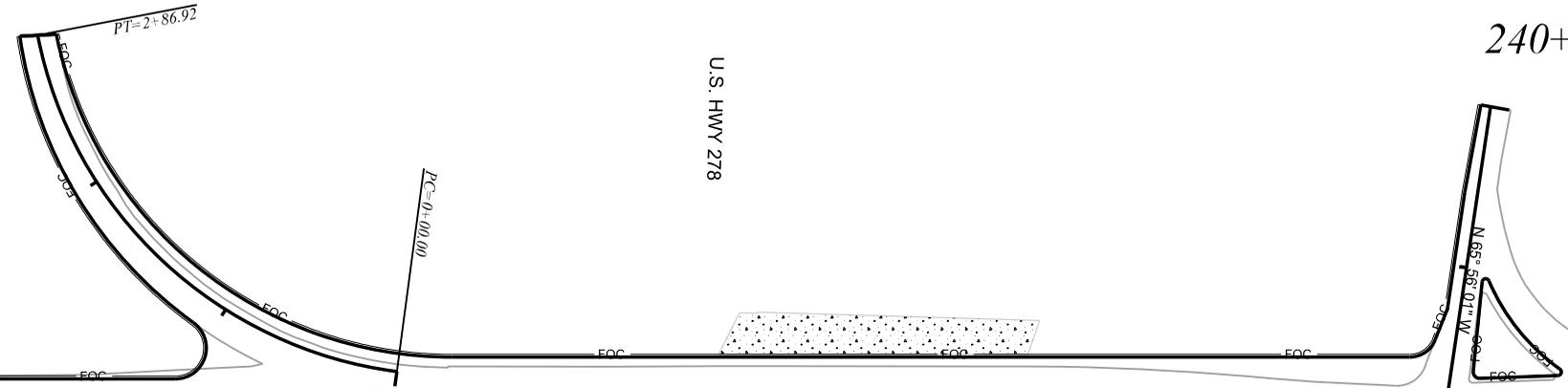
240+

28

PRESENT RW VARIES  
P.B. 72 PG. 110

MATCH LINE 228+00 - SEE EXHIBIT Q

MATCH LINE 240+00 - SEE EXHIBIT S



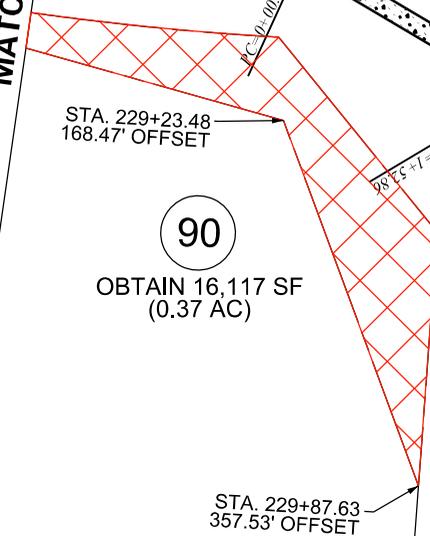
SOUTH CAROLINA HWY. 170

N 15°36'57" E 2,404.17'

0+00

0+00

0+00



90

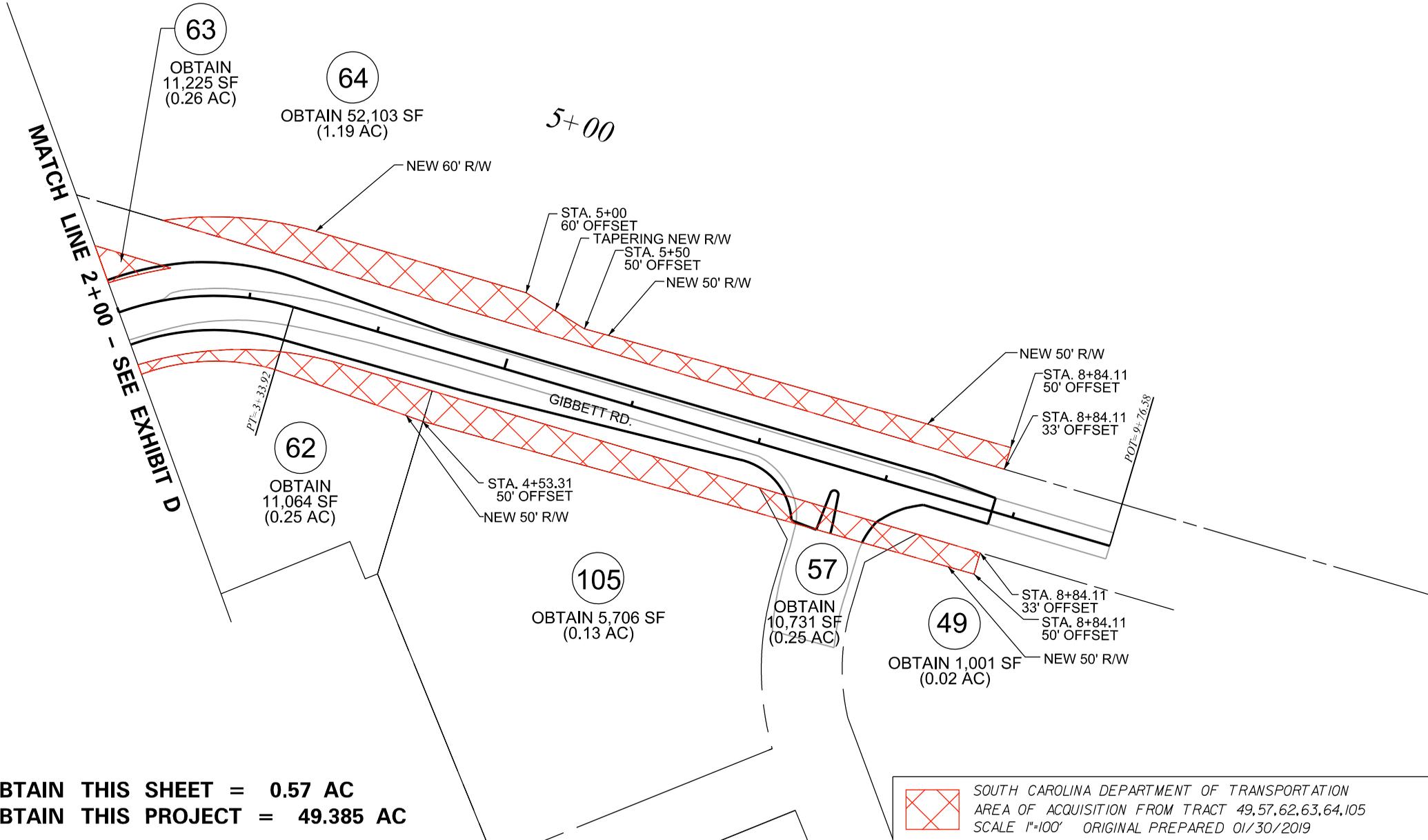
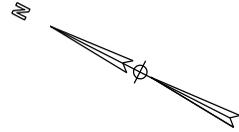
OBTAIN 16,117 SF  
(0.37 AC)

PRESENT RW VARIES  
P.B. 56 PG. 159

**TOTAL OBTAIN THIS SHEET = 0.26 AC**  
**TOTAL OBTAIN THIS PROJECT = 2.413 AC**

 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
AREA OF ACQUISITION FROM TRACT 90  
SCALE 1"=100' ORIGINAL PREPARED 01/30/2019

# EXHIBIT "S"



**TOTAL OBTAIN THIS SHEET = 0.57 AC**  
**TOTAL OBTAIN THIS PROJECT = 49.385 AC**

 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 AREA OF ACQUISITION FROM TRACT 49,57,62,63,64,105  
 SCALE 1"=100' ORIGINAL PREPARED 01/30/2019



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Sheldon Fire District General Obligation Bond

#### Council Committee:

Finance

#### Meeting Date:

February 4, 2019

#### Committee Presenter (Name and Title):

Alicia Holland, Assistant County Administrator, Finance

#### Issues for Consideration:

Sheldon Fire District is requesting to borrow \$948,511 for improvements to Sheldon Fire Station 40 located at 5 Fire Station Lane.

#### Points to Consider:

The general obligation bond ordinance will have an amount not to exceed \$1 million to allow for the cost of debt issuance.

#### Funding & Liability Factors:

The general obligation bond will be issued for fifteen (15) years. This will require the Sheldon Fire District to increase their debt millage rate to provide sufficient revenue for the annual debt service.

#### Council Options:

Approve or deny the Sheldon Fire District's general obligation bonds for funding of Sheldon Fire Station 40 improvements.

#### Recommendation:

Approve the Sheldon Fire District's general obligation bonds for funding of Sheldon Fire Station 40 improvements.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$1,000,0000 LIMITED GENERAL OBLIGATION BOND, SERIES 2019B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION (SHELDON FIRE DISTRICT), OF BEAUFORT COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the “County Council”) of Beaufort County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “SC Code”), and the results of a referendum held in accordance therewith, the County Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law within the limitations set forth in Section 14 and Section 12 of Article X.

(c) Article X, Section 12 of the Constitution provides that no law shall be enacted permitting the incurring of bonded indebtedness by any county for fire protection service benefiting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom.

(d) Article X, Section 14 of the Constitution further provides that general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the County. The power to incur general obligation debt shall include general obligation debt incurred by the County within the limitations prescribed by Article X, Section 12 of the Constitution.

(e) In determining the debt limitations imposed by the provisions of Article X, Section 14 of the Constitution, bonded indebtedness incurred pursuant to Article X, Section 12 shall not be considered.

(f) Pursuant to the provisions of Title 4, Chapter 19 of the SC Code (the “Act”), the County Council has, among other powers, the power to: (1) designate the areas of the County where fire protection service may be furnished by the County under the Act; and (2) levy and collect ad valorem taxes without limit as to rate or amount upon all taxable property in the service area where fire protection services are furnished to effect the payment of principal and interest on all bonds issued pursuant to the Act or required for the maintenance and operation of the fire protection system.

(g) Pursuant to the provisions of Ordinance No. 2013/8 enacted by the County Council on February 11, 2013 (the “Sheldon Ordinance”), the County created the “Sheldon Fire District” or the “Fire District.” As such, the Sheldon Fire District is a special taxing district.

(h) Pursuant to the Sheldon Ordinance, the County Council is providing for the levy and collection of an annual ad valorem tax within the Fire District which will be sufficient to provide for the payment of the principal and interest on the Bond (hereinafter defined).

(i) In order to continue to provide fire protection services in the Fire District, there is a need to construct and equip improvements to Sheldon Fire Station 40 (the “Project”).

(j) It is necessary and in the best interest of the County and the residents of the Fire District for the County Council to provide for the issuance and sale of a not to exceed \$1,000,0000 limited general obligation bond of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina (the “State”), the proceeds of which will be used: (i) to defray the cost of the Project; (ii) to pay costs of issuance of the Bond; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bond. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued a not to exceed One Million Dollars (\$1,000,000) principal amount general obligation bond of the County to be designated “\$1,000,000 (or such lesser amount issued) Limited General Obligation Bond, Series 2019B (or such other appropriate series designation) (Sheldon Fire District), of Beaufort County, South Carolina” (the “Bond”), for the purpose set forth in Section 1(j).

The Bond shall be issued in fully registered form; shall be registered as to principal and interest in the name of the purchaser thereof; shall be dated as of the date of its delivery or such other date as the County Administrator determines; shall be in the denomination of not to exceed \$1,000,000; shall bear interest on the unpaid principal balance at the interest rate shown thereon; and shall be payable as determined by the County Administrator.

Interest shall be calculated on a 30-day month and 360-day year basis, unless otherwise agreed upon by the County Administrator and the purchaser of the Bond.

Both the principal of and interest on the Bond shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bond. Without further authorization, the County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine (a) the payment schedule of the Bond and the respective principal amounts due on such dates; (b) the interest payment dates of the Bond; (c) redemption provisions, if any, for the Bond; (d) the time and date of sale of the Bond; and (e) whether the Bond shall be designated as a “qualified tax-exempt obligation,” as defined in the Internal Revenue Code of 1986 (the “Code”). The County Council further delegates to the County Administrator or his lawfully-authorized designee the authority to receive bids on behalf of the County and the authority to award the Bond to the low bidder therefor, provided the true interest cost does not exceed 4%. After the sale of the Bond, the County Administrator or his lawfully authorized designee shall submit a written report to County Council setting forth the details of the Bond as set forth in this paragraph.

The Administrator may delegate some or all of the duties and responsibilities assigned to him in this Ordinance to a member of County staff or the Fire Chief of the Fire District.

SECTION 4. Execution of Bond. The Bond shall be executed in the name of the County with the manual or facsimile signature of the Chair of County Council attested by the manual or facsimile signature of the Clerk to County Council under the seal of the County to be impressed or affixed thereon.

SECTION 5. Form of Bond. The Bond and the provisions for registration to be endorsed thereon shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 6. Form of Notice of Sale. The Bond shall be sold at public sale. The Request for Proposals shall be in substantially the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 7. Publication of Summary Notice of Sale. A summary notice of the sale shall be published in a newspaper of general circulation in the State not less than seven (7) days prior to the date set for such sale.

SECTION 8. Security for the Bond. For the payment of the principal of and interest on the Bond, as they respectfully mature, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and pursuant to Section 4-19-140 of the SC Code and Section 12 of Article X of the Constitution, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Fire District, sufficient to pay the principal of and interest on the Bond, as they respectfully mature, and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bond and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax sufficient to pay the principal and interest of the Bond and to create such sinking fund as may be necessary therefor.

SECTION 9. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bond and this Ordinance, such notice in substantially the form attached hereto as Exhibit C, having been published in *The Beaufort Gazette* and *The Island Packet*, a newspaper of general circulation in the County, not less than fifteen (15) days prior to the date of such public hearing.

SECTION 10. Initiative and Referendum. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the SC Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the SC Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator or his lawfully-authorized designee is authorized to prescribe the form of the Notice and cause such Notice to be published in a newspaper of general circulation in the County in substantially the form attached hereto as Exhibit D.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the SC Code, from all State, county,

municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bond shall be deposited in a special fund, separate and distinct from all other funds, and applied solely to the purposes for which the Bond is issued.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bond to become includable in the gross income of the holders of the Bond for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bond. The County further covenants and agrees with the holders of the Bond that no use of the proceeds of the Bond shall be made which, if such use had been reasonably expected on the date of issue of the Bond would have caused the Bond to be an “arbitrage bond,” as defined in Section 148 of the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 54(A)(A), 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bond is outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the Code.

SECTION 14. Filings with Central Repository. In compliance with Section 11-1-85 of the SC Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County’s revenue or its tax base.

SECTION 15. Miscellaneous. The County Council hereby authorizes the Chair of County Council, Clerk to County Council, the County Administrator, the County Finance Director and the County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bond. The County Council hereby retains Burr & Forman LLP, as bond counsel in connection with the issuance of the Bond.

This Ordinance shall forthwith be codified in the Code of County Ordinances in the manner prescribed by law.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2019.

BEAUFORT COUNTY, SOUTH CAROLINA

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Chairman, County Council

ATTEST:

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Clerk, County Council

Date of First Reading:

Date of Second Reading:

Date of Public Hearing

Date of Third Reading:

**FORM OF BOND**

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
BEAUFORT COUNTY  
GENERAL OBLIGATION BOND, SERIES 2019B  
(SHELDON FIRE DISTRICT)

\$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to \_\_\_\_\_ in \_\_\_\_\_, South Carolina (the "Bank"), its successors or registered assigns, the principal sum of \$ \_\_\_\_\_ together with interest thereon at the rate of \_\_\_\_% per annum. This Bond is payable in annual installments of principal and interest on \_\_\_\_\_, \_\_\_\_\_ to and including \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

Both the principal of and interest on this Bond are payable at the principal office of the Bank, in \_\_\_\_\_, in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

[Redemption provisions, if any]

For the payment hereof, the full faith, credit and taxing power of Beaufort County, South Carolina, are hereby irrevocably pledged, and pursuant to Section 4-19-140 of the Code of Laws of South Carolina 1976, as amended (the "SC Code"), and Section 12 of Article X of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Sheldon Fire District (the "District"), sufficient to pay the principal of and interest on the Bond, as they respectfully mature, and to create such sinking fund as may be necessary therefor.

The County Council of the County (the "County Council") shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bond and they are hereby directed to levy and collect annually, on all taxable property in the District, an ad valorem tax sufficient to pay the principal and interest of the Bond and to create such sinking fund as may be necessary therefor.

This Bond is issued pursuant to and in accordance with the Constitution, including Article X; and laws of the State of South Carolina (the "State"), including Title 4, Chapter 19 and Title 11, Chapter 27 of the SC Code; and Ordinance No. \_\_\_\_\_ duly enacted by the County Council on \_\_\_\_\_, 2019 (the "Ordinance").

This Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise. It should be noted, however, that Section 12-11-20 of the SC Code imposes upon every bank engaged in business in the State a fee or

franchise tax computed on the entire net income of such bank which would include any interest paid on this Bond to any such bank.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State.

IN WITNESS WHEREOF, Beaufort County, South Carolina, has caused this Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to County Council under the seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council

REGISTRATION

This Bond has been registered in the name of \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_, on the registration books kept by the Clerk to County Council of Beaufort County, South Carolina.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Clerk, County Council, Beaufort County, South Carolina

**FORM OF REQUEST FOR PROPOSALS**

**\$1,000,000 LIMITED GENERAL OBLIGATION BOND, SERIES 2019B  
(SHELDON FIRE DISTRICT)  
OF BEAUFORT COUNTY, SOUTH CAROLINA**

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Time and Place of Sale:

Electronic Mail Bids: Proposals will be accepted by e-mail transmission to the County’s Chief Financial Officer at [llj@Beaufortcounty.org](mailto:llj@Beaufortcounty.org) with copies to Chad Cowan at [avitner@firsttryon.com](mailto:avitner@firsttryon.com) and Frannie Heizer at [fheizer@burr.com](mailto:fheizer@burr.com). The County shall not be responsible for the confidentiality of bids submitted by e-mail transmission.

The Bond: The Bond will be issued in fully registered form, as one single fully registered bond and will be dated its date of delivery.

The Bond will bear interest from the date thereof payable \_\_\_\_\_ on \_\_\_\_\_ 1 [and \_\_\_\_\_ 1] of each year, commencing \_\_\_\_\_, \_\_\_\_\_. Interest shall be calculated on a 30-day month and a 360-day year basis, unless otherwise agreed upon by the County Administrator and the purchaser of the Bond.

Principal payments on the Bond will be made in each of the years and in the principal amounts as follows:

| (March 1)<br><u>Year</u> | <u>Principal<br/>Amount*</u> |
|--------------------------|------------------------------|
|--------------------------|------------------------------|

\_\_\_\_\_  
\*Preliminary, subject to adjustment.

Adjustment of Principal Payment Schedule. The schedule of principal payments set forth above (the “Principal Schedule”) represents an estimate of the principal amounts of the Bond which will be sold. If, after final computation of the bids, the County determines that the Principal Schedule of the Bond should be adjusted in order to maintain structured debt service on all of its outstanding bonds, the County reserves the right either to increase or decrease the principal amount of any principal payment on the Bond and to decrease the par amount of the Bond provided that any such decrease in par amount shall not exceed 15% of the par amount. If increased, the par amount of the Bond shall not exceed the total amount of the Bond authorized to be issued.

In the event of any such adjustment of the Principal Schedule for the Bond as described herein, no rebidding or recalculation of the bids submitted will be required or permitted. Nevertheless, the award of the Bond will be made to the bidder whose proposal produces the lowest true interest cost, without

taking into account any adjustment in the amount of the principal payments on the Bond pursuant to this paragraph.

Redemption: The Bond [will] [will not] be subject to redemption prior to maturity.

Bid Requirements: Bidders shall specify a single, fixed rate of interest for the Bond. Bidders shall specify the rate of interest per annum which the Bond is to bear, to be expressed in multiples of 1/100 of 1%. A bid for less than the entire issue, or a bid at a price less than par, will not be considered. The Bond will be awarded to the bidder or bidders offering to purchase the Bond at the lowest net interest cost to the County, such interest cost to be determined by computing the total dollar interest cost from the date of the Bond to the respective maturity dates. In the case of a tie bid, the winning bid will be awarded based on the earliest bid time. Any fees or costs to be paid by the County to the bidder will be treated as additional interest cost. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on \_\_\_\_\_, 2019.

Bid Form: No good faith check is required. It is requested, but not required, that your bid be submitted on the bid form included with this Request for Proposals.

Security: For the payment of the principal of and interest on the Bond, as they respectfully mature, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and pursuant to Section 4-19-140 of the Code of Laws of South Carolina 1976, as amended (the "SC Code"), and Section 12 of Article X of the Constitution of the State of South Carolina, 1895, as amended, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Sheldon Fire District (the "District"), sufficient to pay the principal of and interest on the Bond, as they respectfully mature, and to create such sinking fund as may be necessary therefor.

Legal Opinion: The County shall furnish upon delivery of the Bond the final approving opinion of Burr & Forman LLP, Columbia, South Carolina, which opinion shall accompany the Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bond.

Tax Exemption and Other Tax Matters: The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions that relate to tax-exempt obligations, such as the Bond, including, among other things, permitted uses and investment of the proceeds of the Bond and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Bond becoming subject to federal income taxation retroactive to the date of issuance of the Bond. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Bond from gross income for federal tax purposes. Failure of the County to comply with the covenant could cause the interest on the Bond to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Bond is not an item for tax preference for purposes of the individual alternative minimum tax.

Purchasers of the Bond should consult their tax advisors with respect to collateral tax consequences of ownership of the Bond, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.

South Carolina Taxation: The interest on the Bond is exempt from all State taxation except estate or other transfer taxes. Section 12-11-20 of the SC Code imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4-1/2% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue and Taxation require that the term “entire net income” includes income derived from any source whatsoever including interest on obligations of any state and any political subdivision thereof. Interest on the Bond will be included in such computation.

Investment Letter: The successful purchaser of the Bond will be required to execute a letter to the County acknowledging, among other things, that (1) no official statement or other offering material has been furnished other than the Request for Proposals; (2) the purchaser had an opportunity to make inquiries of, and receive answers from such officials, employees, agents and attorneys of the County; (3) the purchaser has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of its investment in the Bond and is financially able to bear the economic risk of its investment in the Bond; (4) the purchaser is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution or resale thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the Federal securities laws; and (5) the purchaser is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein.

The purchaser will also be requested to covenant that it will not voluntarily dispose of all or any portion of the Bond unless it procures from each assignee thereof representations and covenants in form and content substantially the same as those made by the purchaser.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Bond. Bidders are also requested to indicate whether any commitment fee will be required or whether the County will be requested to reimburse the successful bidder for out-of-pocket expenses and counsel fees.

Delivery: The Bond will be delivered on or about \_\_\_\_\_, 2019 in \_\_\_\_\_, South Carolina. The purchase price then due must be paid in federal funds or other immediately available funds. The costs of issuance of the Bond will be borne by the County.

Additional Information:

BEAUFORT COUNTY, SOUTH CAROLINA

**FORM OF NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), in Beaufort County Council Chambers, 100 Ribaut Road, Beaufort, South Carolina, at 6:00 p.m. on \_\_\_\_\_, 2019.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of a not to exceed \$1,000,000 Limited General Obligation Bond, Series 2019B, or such other appropriate designation (Sheldon Fire District), of Beaufort County, South Carolina (the "Bond"). The proceeds of the Bond will be used for (i) funding capital improvements within the District including constructing and equipping improvements to Sheldon Fire Station 40; (ii) paying costs of issuance of the Bond; and (iii) such other lawful purposes as the County Council shall determine.

For the payment of the principal of and interest on the Bond, as they respectfully mature, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and pursuant to Section 4-19-140 of the Code of Laws of South Carolina 1976, as amended, and Section 12 of Article X of the Constitution of the State of South Carolina, 1895, as amended, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Sheldon Fire District, sufficient to pay the principal of and interest on the Bond, as they respectfully mature, and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bond.

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

**FORM OF NOTICE**

NOTICE IS HEREBY GIVEN that the County Council (the “County Council”) of Beaufort County, South Carolina (the “County”), on \_\_\_\_\_, 2019, adopted Ordinance No. \_\_\_\_\_ entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$1,000,000 LIMITED GENERAL OBLIGATION BOND, SERIES 2019B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION (SHELDON FIRE DISTRICT), OF BEAUFORT COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO” (the “Ordinance”). The Ordinance authorizes the issuance and sale of a not to exceed \$1,000,000 Limited General Obligation Bond, Series 2019B (Sheldon Fire District) (the “Bond”) of the County.

The proceeds of the Bond will be used for (i) funding capital improvements within the District including constructing and equipping improvements to Sheldon Fire Station 40; (ii) paying costs of issuance of the Bond; and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in the County.

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

## Sheldon Fire District

| DEBT SERVICE REQUIREMENTS |                  |                  |              | TOTAL DEBT SERVICE | MILLAGE RATE | AD VALOREM     | Estimated      | Calculated |
|---------------------------|------------------|------------------|--------------|--------------------|--------------|----------------|----------------|------------|
| EXISTING LOAN #1          | EXISTING LOAN #2 | PROPOSED GO BOND | TAX REVENUES |                    |              | Value of 1 Mil | Value of 1 Mil |            |
| FY 2018                   | \$ 10,112        | \$ 61,934        | \$ -         | \$ 72,046          | 3.21         | \$ 107,284     | \$ 35,228      | \$ 33,422  |
| FY 2019                   | \$ 10,112        | \$ 61,934        | \$ -         | \$ 72,046          | 3.21         | \$ 115,339     | \$ 37,873      | \$ 35,931  |
| FY 2020                   | \$ 10,112        | \$ 61,934        | \$ 84,715    | \$ 156,761         | 4.36         | \$ 156,761     |                |            |
| FY 2021                   | \$ 10,112        | \$ -             | \$ 84,715    | \$ 94,827          | 2.64         | \$ 94,827      |                |            |
| FY 2022                   | \$ 10,112        | \$ -             | \$ 84,715    | \$ 94,827          | 2.64         | \$ 94,827      |                |            |
| FY 2023                   | \$ 10,112        | \$ -             | \$ 84,715    | \$ 94,827          | 2.64         | \$ 94,827      |                |            |
| FY 2024                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2025                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2026                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2027                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2028                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2029                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2030                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2031                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2032                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2033                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
| FY 2034                   | \$ -             | \$ -             | \$ 84,715    | \$ 84,715          | 2.36         | \$ 84,715      |                |            |
|                           | \$ 50,560        | \$ 123,868       | \$ 1,270,725 | \$ 1,445,153       |              |                |                |            |

Sheldon Fire District's Debt Service Fund Balance as of June 30, 2018, was \$77,872.

### Notes:

The annual debt service of the proposed general obligation bond is assuming an interest rate of 3.9%.

Fiscal Year 2019 revenues and value of 1 mil are projected, not actual. Fiscal Years 2020 - 2034 are projections based on Fiscal Year 2019 mil value staying constant.

The estimated value of 1 mil is derived using the County Assessor's projections in the spring of each year to estimate the value of 1 mil for each taxing district in Beaufort County. The estimated value of 1 mil does not account for appeals, changes in valuation, adjustments, exemptions, etc. that can occur throughout each tax year.

The calculated value of 1 mil is derived using the fiscal year's ad valorem tax revenues divided by the approved millage rate to determine the revenue producing value of 1 mil.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Passive Park Facility Rental Policy

#### Council Committee:

Public Facilities

#### Meeting Date:

February 4, 2019

#### Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

Review the draft passive park facility rental policy and provide feedback and/or recommendation to full Council for adoption.

#### Points to Consider:

Passive park properties are under the Community Development Department purview. There is currently no CDD policy for the rental of passive park property, structures, or rooms. As passive parks are developed, there is a need to generate revenue for maintenance and operations. Additional properties will be added to the policy over time as they become available to the public.

#### Funding & Liability Factors:

This policy will provide a revenue generating opportunity for the maintenance and operations of passive parks.

#### Council Options:

1) Adopt the policy as written; 2) Adopt the policy with recommended edits; 3) Do not adopt the policy

#### Recommendation:

Recommend the policy as written to County Council for adoption as a Resolution.

**RESOLUTION 2019/\_\_\_**

**A RESOLUTION TO ADOPT THE PASSIVE PARKS FACILITY RENTAL POLICY**

**WHEREAS** Beaufort County has acquired over 13,000 acres of fee-simple properties with Rural and Critical Land Preservation funding, and anticipates acquiring additional fee-simple properties with Land Preservation funding, and;

**WHEREAS** Beaufort County foresees the development of many of the Rural and Critical properties into passive parks for the public's use and enjoyment, and;

**WHEREAS** Beaufort County understands and recognizes the benefits of open space and passive recreation on community health and vibrancy, tourism, education, and quality of life for its citizens, and;

**WHEREAS** Beaufort County desires the Passive Park Program to be sustainable and generate revenue for maintenance and operations of the passive park properties, and;

**WHEREAS** Beaufort County desires to provide the rental of passive park property, structures, buildings, rooms, and other appropriate amenities to the public, and;

**WHEREAS** Beaufort County adopted the Passive Parks Public Use Work Plan (Resolution 2018/22) on October 22, 2018, and the Passive Parks Ordinance (2018/53) on December 10, 2018.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** adopts the Passive Park Facility Rental Policy and directs the County Administrator, or his/her designee, to approve any future revisions to the Policy.

Adopted this \_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council



# Beaufort County Community Development Department

## Passive Parks Facility Rental Policy

### Applicability

This facility rental policy applies to all **buildings, structures, pavilions, and passive park property** owned by Beaufort County as listed herein, and will be updated as new facilities become available. All rental requests for meetings, conferences, gatherings, or events on passive park properties are subject to this policy and its associated Exhibits. Any questions can be directed to the County's Community Development Department at (843) 255-2140.

### Eligible Applicants

Nonprofit, non-political organizations and associations, or government entities and departments, may apply to use Beaufort County Passive Park facilities. Verification of nonprofit status will be required at the time of application submittal. Depending on the event details and facility requested, the application and/or rental fees **may** be waived by the County's Passive Parks Manager. If the rental fee is waived, in the event of damage, the Applicant will be responsible for costs associated with replacement, repair, and/or cleaning of the facility.

Individuals and for-profit, non-political organizations and associations may also apply to use Beaufort County Passive Park facilities and will be subject to the application and rental fees as described herein.

Applicants wishing to use a passive park facility on a reoccurring basis may request to do so at a maximum of once a month per calendar year (January 1 – December 31), subject to availability, and will be required to provide a meeting schedule with their application.

### Application Process

The passive park facility rental process begins with the submittal of a completed Facility Rental Application (Exhibit A) to the County Community Development Department's Passive Parks Manager. Receipt of an application should in no way be construed as final approval or confirmation of the request. The Passive Parks Manager will contact the Applicant upon receiving the application and thereafter will serve as the primary point of contact. Applicants are responsible to contact all affected County departments and/or public agencies with regard to related permits or licenses that may be required for the requested event. Please carefully review this policy and the application for contacts needed based on the type of requested event.

Applications will be approved on a first-come, first-serve basis and are required to be submitted **at least thirty (30) working days prior** to the date of the event. If applicable to the requested event, all required documents (i.e. certificate of insurance, secondary permits, etc.) **must** be submitted at the same time as the facility rental payment.

## **Payment and Cancellation**

A **\$20.00** non-refundable processing fee will be required for all submitted applications. The Passive Parks Manager will provide an email notice to the Applicant of approval, or not, **fifteen (15) working days prior** to the date of the event.

The facility rental payment must be received **ten (10) working days prior** to the date of the event. Cash, check, or credit card in the form of Master Card, Visa, or Discover Card is accepted. A fee of 2.5% will be applied to all credit card transactions.

Any and all cancellations and/or event changes must be in writing, signed by the same person who signed the application and paid the rental fee, and must be given to the Passive Parks Manager no less than **five (5) working days prior** to the event date. Refund of the rental fee, less a 25% service charge, will be made to the Applicant if notice is provided within the allocated time frame. Refunds are by check from the Beaufort County Finance Department and will be delivered by mail within 3 weeks. **No refunds will be issued up to five (5) working days before the event date.** The County reserves the right to deny any use or Facility Rental Application. Rental approval will be revoked by the Passive Parks Manager in the case of facilities abuse.

## **Facility Conditions**

Beaufort County provides limited internet and audio-visual equipment, as described in the facility descriptions. Applicants will need to provide their own electronic and/or audio-visual requirements if not otherwise provided as described.

Beaufort County does not provide amenities such as portable restrooms, hand washing stations, sound systems, tents, canopies, chairs, tables, or other equipment not previously disclosed in the facilities descriptions. Applicants are responsible for providing all amenities necessary for the requested event. All anchoring and signage must be accomplished with weights (i.e. sandbags, concrete/water filled barrels, etc.). Ground disturbance, fastening, or attaching to any tree, shrub, or park feature is strictly prohibited.

Food and beverages are allowed in all of the passive park facilities. Beaufort County does **not** provide any food and beverage service. If food and beverages will be catered or provided by the Applicant, all leftover food, beverages, and serving implements must be removed from the premises and disposed of by the Applicant. Tablecloths must be used if Applicant plans on serving food on County provided furniture. Alcohol **may** be allowed on passive park properties by permit only and must follow the compliance requirements detailed in Exhibit B.

Beaufort County recommends one (1) portable toilet for every 250 people who attends the whole, or portion of, an Applicant's event. Ten percent (10%) of provided toilets should be ADA accessible. This figure is based upon the maximum number of attendees at your event during **peak** time. Portable sinks will be required at portable toilet locations if the event has four (4) or more food vendors and/or at a

sink to toilet ratio of 1:10. Beaufort County may determine the total number of required toilets and sinks on a case-by-case basis.

Applicants may be required to contract with the Beaufort County Sheriff's Office, or a private security firm, to provide security to insure public safety. Security deputies should be graduates of the South Carolina Law Enforcement Academy, have a working knowledge of Beaufort County Sheriff Department procedures, and be approved by the Chief Deputy. Contact the Beaufort County Sheriff's Office for special event information and charges at (843) 255-3200. Private security firms must be South Carolina Law Enforcement Division (SLED) certified.

Applicants are responsible for the set-up, clean up, and reset of the facility within their requested time frame. The end time designated on the application is when all event attendees must leave the premises, and all clean up and reset must be completed by the Applicant, as facilities may be rented back-to-back. Applicants must place all trash in designated receptacles; clean up all food, beverages, serving implements, and supplies; and reconfigure the facility to its original condition before leaving the premises. The cost of any employee time incurred because of an Applicant's failure to clean and/or reset the facility following the event will be borne by the Applicant.

The County's passive park facilities are smoke-free environments and the use of illegal substances is strictly prohibited at any passive park facility.

### **Facility Descriptions and Rental Fees**

The following County Passive Park facilities are available for rental:

- **Crystal Lake Park**
  - Location: 124 Lady's Island Dr., Lady's Island
  - Type: Interior standard conference room
  - Configuration: 20 chairs, six 5' tables, and one 4'x2' media table
  - Max Capacity: 20
  - A/V Equipment: 60" Smart TV connected to 2 HDMI cords; conference phone; wireless internet
  - Hours of Availability:
    - Monday through Friday: 8:00am-5:00pm
    - Saturday: 9:00am-2:00pm
  - Fees: \$50.00 (up to 4 hours)  
\$100.00 (4-8 hours)

### **Insurance and Liability**

**Applicants requesting to serve alcohol, food, or entertainment are all required to provide Liability Insurance coverage.** Where required, the Applicant, or, if applicable, the organization hosting the event, must maintain insurance in the amount of \$1,000,000 General Liability (for food and entertainment requests) and \$1,000,000 Liquor Liability (for alcohol requests) to cover the entire duration of the event. The Applicant must submit to the Passive Park Manager a Certificate of Insurance verifying the required

coverage and specifically identifying “Beaufort County” as an **Additional Insured**. Beaufort County does not sell insurance. This type of insurance policy can be acquired from most private insurance carriers. The insurance certificate must be submitted **at the same time** as the facility rental payment is provided.

### **Ethical Standards**

The County presumes that all Applicants hosting events at County passive park facilities will uphold high ethical standards without regard to race, color, religion, sex, sexual orientation, age, national origin, and/or disability. Passive park facilities will not be approved for rental by any group that advocates unconstitutional or illegal acts, or whose activities may be contrary to the best interests of the County. No use shall be allowed for an event that presents obvious danger to the safety of persons and property.

### **Hold Harmless Clause**

Applicant/Organization hereby assumes all risks incident to or in connection with the permitted event and shall be solely responsible for damage or injury of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted event or the conduct of Applicant’s/Organization’s operation. Applicant/Organization hereby expressly agrees to defend and to save the County harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages, or injuries directly or indirectly arising out of or in connection with the permitted event or conduct of its operation or resulting from the negligence or intentional acts or omissions of Applicant/Organization or its officers, agents, and employees.

## **Exhibit A**

### **Facility Rental Application**

Fully complete the entire application and submit 30 working days prior to the event date via mail or hand delivery, with the \$20.00 processing fee, to the Beaufort County Community Development Department at:

Beaufort County Administration Building  
Community Development Department  
Facility Rental Application  
c/o Passive Parks Manager  
100 Ribaut Road, Room 115  
Beaufort, SC 29901-1228

Permit# \_\_\_\_\_



Approval Date \_\_\_\_\_

## BEAUFORT COUNTY

### FACILITY RENTAL APPLICATION

| APPLICANT INFORMATION  |                |             |
|--|----------------|-------------|
| Applicant/Contact Name:  |                |             |
| Organization Name:   |                |             |
| Street Address:  |                |             |
| City/State/Zip:  |                |             |
| Phone Number:  |                |             |
| Email Address:   |                |             |
| EVENT INFORMATION  |                |             |
| Event Name:  |                |             |
| Purpose of Event:  |                |             |
| Primary Event Activities:  |                |             |
| Event Date(s):   |                |             |
| Start Time:  | End Time:      | Total Time: |
| Set-Up Begins:   | Clean-Up Ends: |             |
| Estimated Attendance:  |                |             |
| Charge of Admittance:  |                |             |
| Private or Public Event:   |                |             |
| Facility Requested:  |                |             |
| Non-profit Organization Fee Waiver Requested: _____ Yes / _____ No<br><i>If "Yes", non-profit status documentation is required with application.</i> |                |             |

|  |
|--|
| <p>Will tents be used for this event? _____ Yes / _____ No<br/>         If "Yes", how many and what size:</p>  |
| <p>Will any signs or banners be hung for this event? _____ Yes / _____ No<br/>         If "Yes", how many and what size:</p>   |
| <p>Will there be any musical entertainment for this event? _____ Yes / _____ No<br/>         If "Yes", describe type of music and band needs:</p> <p><i>If approved, Applicant understands Law Enforcement may order musical entertainment to cease if determined it may incite a crowd to become unruly and risk injury.</i></p>  |
| <p>Will amplified sound be used for this event? _____ Yes / _____ No<br/> <i>If "Yes", Applicant understands amplified sound can only be conducted during the hours of 8:00 a.m. to 10:00 p.m. If approved, this application is not a "noise permit". Law Enforcement may determine that noise during an approved event is offensive to others and may require Applicant to stop the noise.</i></p>  |
| <p>Will portable toilets be used for this event? _____ Yes / _____ No<br/>         If "Yes", how many and what company (name and telephone number):</p>  |
| <p>Will vendors be included for this event? _____ Yes / _____ No<br/> <i>A "vendor" is anyone who is serving, selling, sampling, or displaying food, beverages, merchandise, or services. If "Yes", contact the Beaufort County Business License Department at (843) 255-2270 for a Vendor Permit.</i></p>   |
| <p>If the event will have <b>food</b> vendors, select all that apply:<br/>         _____ Served / _____ Sold / _____ Catered / _____ Prepared Outdoors<br/> <i>For any food preparation or service, Applicant must contact the Department of Health and Environmental Control at (843) 522-9097 for approval. Applicant is responsible for arranging health inspections and providing a plan for clean-up and grease removal. Fire Code requires a fire extinguisher at each cooking location.</i></p> |
| <p>Will beverages be served or sold at this event? _____ Yes / _____ No</p>  |
| <p>Will alcoholic beverages be served? _____ Yes (<i>Exhibit B applies</i>) / _____ No</p>   |
| <p>Will alcoholic beverages be sold? _____ Yes (<i>SC ABCA permit required</i>) / _____ No</p>   |
| <p>What type of alcohol will be served? _____ Beer / _____ Wine / _____ Liquor</p>   |
| <p>Who will be serving the alcohol?</p>  |

|   |
|---|
| What are the times alcohol will be served?  |
| What locations within the event site will alcohol be served?  |
| Have you applied for a South Carolina temporary ABCA Permit (State Statute 61-4-550)? <input type="checkbox"/> Yes / <input type="checkbox"/> No  |
| Will any upright tanks (i.e. helium, propane, etc.) be used for this event?<br><input type="checkbox"/> Yes / <input type="checkbox"/> No<br><i>If "Yes", all tanks must be secured in a manner to prevent being knocked over and all tanks not being used will be capped/closed appropriately.</i>   |
| Will any portable heaters be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No  |
| Will any deep fryers be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No   |
| Will any lasers, torches, fireworks, or candles be used for this event?<br><input type="checkbox"/> Yes / <input type="checkbox"/> No<br><i>If "Yes", an application must be submitted to the jurisdictional Fire Department for a County and State Fireworks permit at least 30 days prior to the event.</i>   |
| Will generators or electrical service be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No<br><i>If "Yes", restrictions may apply and generators cannot be refueled within the event site during event operating hours.</i>   |
| Will security be provided at this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No<br><u>If "Yes", select all that apply:</u><br><input type="checkbox"/> Alcohol Security / <input type="checkbox"/> Event Area Security / <input type="checkbox"/> Overnight Security<br><input type="checkbox"/> Stage Security / <input type="checkbox"/> Gate Security / <input type="checkbox"/> Money Handling Security<br><input type="checkbox"/> Other:<br>_____<br><u>If "Yes", list dates and times security will be on site:</u><br>_____ |
| On a separate sheet, provide a site plan map sketch of the entire event venue, including all event amenities requested (i.e. tents, signs, music stages, toilets/sinks, vendors, alcohol service, first aid station, garbage receptacles, barricades, generators, security, etc.).  |

I hereby stipulate that I have read and understand all the rules and regulations as set forth by the Facility Rental Application, its instructions, and associated Exhibits and the governing body of Beaufort County for the use of the requested facility and will abide by same and understand that if any required chaperones and/or law enforcement personnel are not present the function will be terminated. I also understand that proof of sufficient insurance may be required at the discretion of the County.

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**Applicant Signature**

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**Date**

| <b>For Office Use Only</b>   |              |            |               |
|------------------------------|--------------|------------|---------------|
| Staff Approval (Print Name): |              |            |               |
| Staff Approval (Signature):  |              |            |               |
| Processing Fee               | Due: \$20.00 | Date Paid: | Payment Type: |
| Rental Fee                   | Due: \$      | Date Paid: | Payment Type: |
| <b>Final Inspection</b>      |              |            |               |
| Staff Initials:              |              | Date:      |               |

Damage/No Damage Notes:

## Exhibit B

### Alcohol Policy Compliance Requirements

If approved, the Facility Rental Application will permit the Applicant/Organization to have and consume alcohol at the named facility provided the following rules, regulations, and conditions are understood and adhered to:

- Approval is only valid on the day requested and only for the hours that the facility is reserved. The County reserves the right to revoke or cancel permit approval for any violation of compliance requirements or abuse of privilege, without rental fee refund.
- The service of alcoholic beverages shall be in compliance with all applicable state and local laws and an approved Facility Rental Application **must** be on site with the event coordinator. The County reserves the right to remove, or have removed, from the facility any person deemed objectionable.
- The facility will be used in a safe manner, with all members of the named Organization complying with all the facility rules and regulations as established by Beaufort County and all applicable laws of the State of South Carolina, including the Alcoholic Beverage Control Act. It shall be the obligation of the Applicant/Organization, and all members of such, to be aware of said rules, regulations, and laws.
- The Alcoholic Beverage Control Act may require the Applicant/Organization to apply to the State of South Carolina for a temporary alcohol permit under certain conditions. It is the Applicant's/Organization's responsibility to determine if a temporary alcohol permit is required under state law. Information on how to receive a temporary alcohol permit can be received from the South Carolina Department of Revenue at (843) 852-3600 or on-line at [www.sctax.org](http://www.sctax.org).
- Applicant/Organization assumes liability for all damages to County property caused by any member of the event, whether accidental, willful, or the result of carelessness or negligence.
- Applicant/Organization assumes all risk and responsibility for regulating the consumption of alcohol. The Applicant/Organization contact person is responsible for informing all vendors of alcoholic beverage application rules, regulations, and conditions. The County assumes no responsibility for incidents that arise as a result of the consumption of alcoholic beverages.
- Applicant/Organization shall be prepared to provide transportation through a designated driver or commercial taxi/transportation service in the event that there is reason to believe any person has consumed alcoholic beverages in excess of the legal limits and intends to operate a motor vehicle.
- The event may be inspected at any time by County staff or any public authority, including law enforcement, to ensure compliance with all legal requirements. The County reserves the right to require security officers for groups consuming alcohol, the direct cost of which will be the responsibility of the Applicant/Organization.

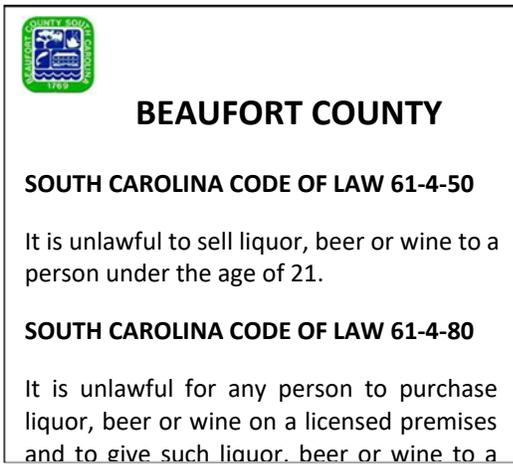
- Alcohol shall be consumed only in the immediate area of the rented facility. Applicant/Organization **must** fence or restrict the event area to prevent participants from leaving the area with alcoholic beverages.
- The serving of alcoholic beverages shall not begin before the designated event start time. There shall be no open containers of alcohol on site before this designated time. All alcohol **must** be removed from the facility by the conclusion of the event.
- Applicant/Organization and all participating vendors **must** discontinue alcohol distribution at a minimum of **15 minutes prior** to the end of the event. All alcohol **must** be cleared from the facility at the end of the event. At no other time may alcohol be present, possessed, served and/or consumed in the public area.
- Serving hours **must** be posted at all serving locations.
- Signs at least 11" x 17" informing participants that alcoholic beverages are prohibited on County streets and sidewalks beyond the boundary of the event permit area **must** be posted.
- Any consumption of alcohol by employees, workers, volunteers, etc. selling the alcohol is strictly prohibited.
- There shall be no glass/plastic bottles or cans served during the event. The contents of any alcohol served or sold in bottles or cans **must** be poured into plastic or paper cups. Alcoholic beverages shall be served in readily identifiable cups distinct from those used for non-alcoholic beverages.
- No more than 2 alcoholic beverages can be sold to a customer at a time. If 2 alcoholic beverages are sold at one time, the vendor **must** ask if the second beverage is going to someone previously ID'd.
- It is a violation to sell liquor, beer, or wine to an intoxicated person (State Code: 61-4-580(A)(2)). Applicant/Organization shall not serve or provide any alcoholic beverages to any person who appears to be intoxicated or to have consumed an excess amount of alcohol.
- It is a violation to permit or knowingly allow a person under 21 years of age to purchase or possess or consume liquor, beer, or wine (State Code: 61-4-580(A)(1)). Applicant/Organization shall ensure that no persons under 21 may have access to alcohol and shall require the presentation of valid identification and proof of ownership or retain an independent security agent to comply with this provision.
- Applicant/Organization **must** follow the following Wristband Distribution Guidelines:
  - Applicant/Organization will issue specific colored wristbands to the vendors within the event site and make the Passive Parks Manager aware of the type and color of the wristband used each day for alcohol sales.
  - For multi-day events, a different color wristband will be used each day. Wristband colors must match identically to the wristband distribution log for each day of the event.
  - Anyone 21 years of age or older wishing to consume alcohol at the event on the facility must be wearing the colored wristband assigned to the event on that day in order to be served alcohol.
  - Patrons 21 years of age or older wishing to consume alcohol, must present a valid state ID card or a valid driver's license to receive a valid wristband. Event wristband sellers will be asked to ID the person; however, the final responsibility for abiding the state and local laws lies with the alcohol server.

- All wristbands must be sold by the event Organization and participating vendors at the uniform price of one dollar (\$1.00).
- Identification checking/wristband distribution stations must be available throughout the event site.
- Event patrons who are not wearing a valid colored wristband assigned to the event on that day and who are in possession and/or consuming alcoholic beverages will be charged with a violation.

- The following signs **must** be posted as follows:

**At each alcoholic beverage service location:**

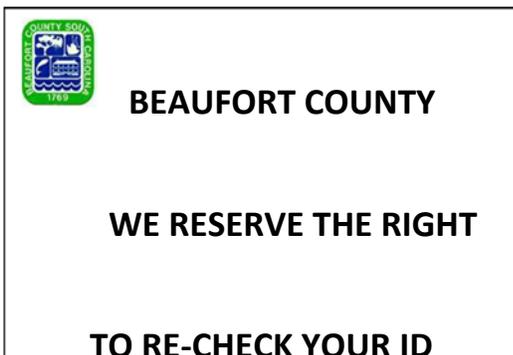
A) SC Must be 21 Sign



B) Sales Times Sign



C) ID Check Sign



D) Volunteers Sign



E) Wristbands Sign



**BEAUFORT COUNTY**

WRISTBAND POLICIES

Anyone 21 years of age or older wishing to consume alcohol on public property must wear a County of Beaufort approved wristband.

All individuals consuming alcohol on public property will be required to purchase a wristband for \$1.00 from the event or any participating vendor in the event permit area.

Event patrons who are not wearing a valid wristband, and who are in possession and/or consuming alcoholic beverages, will be charged with a violation of the alcohol policy.

Any consumption of alcohol by employees, workers and volunteers selling alcohol is strictly prohibited

No more than two (2) alcoholic beverages shall be

**At each entrance/exit to the event:**



**BEAUFORT COUNTY**

**NO**

**ALCOHOL**

**ALLOWED**

F) No alcohol beyond Sign



**BEAUFORT COUNTY**

**SMOKING,**

**PETS,**

**BICYCLES &**

**SKATING ARE**

**PROHIBITED**

G) Prohibited Sign (*inside buildings*)



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

A resolution to amend Resolution 2019-01 adopted during the Beaufort County Council regular session occurring December 10, 2018, so that the meeting times of the Community Services Committee and the Natural Resources Committee are exchanged.

**Council Committee:**

n/a – Non-Consent Agenda Item for a Beaufort County Council regular session

**Meeting Date:**

February 25, 2019

**Committee Presenter (Name and Title):**

n/a

**Issues for Consideration:**

- Both the Natural Resources Committee and the Community Services Committee meet monthly on Monday of the third full week.
- The Natural Resources Committee meeting is currently scheduled to start at 2 p.m.
- The Community Services Committee meeting is currently scheduled to start at 4 p.m.
- The Natural Resources Committee meeting duration typically goes past the 4 o'clock hour, causing the Community Services Committee to start thirty to sixty minutes later than publicly advertised.
- The Community Services Committee meeting typically lasts one hour.

**Points to Consider:**

- Exchanging the meeting start times of these committees will allow the County to begin meetings as published for the benefit of the public and participating staff.
- The current chairs for both committees support exchanging the meeting times.

**Funding & Liability Factors:**

n/a

**Council Options:**

The committee can approve or disapprove exchanging the meeting times.

**Recommendation:**

Staff recommends that Council approve exchanging the meeting times.

**RESOLUTION 2019 / \_\_\_\_**

**A RESOLUTION TO AMEND THE BEAUFORT COUNTY COUNCIL RULES AND PROCEDURES, CHAPTER 2A SO AS TO ADD THERETO A SCHEDULE FOR COMMITTEE MEETING TO BE HELD MONTHLY**

**WHEREAS**, it has been made to appear that the scheduling of the Community Services Committee and the Natural Resources Committee meeting schedules on the first Monday of the first full week of each month has created some timing overlapping, thereby inconveniencing both staff and Council; and

**WHEREAS**, so as to avoid conflict in scheduling and to provide sufficient time for the completion of the committees' business, Council has determined that the best interests of county staff, the Clerk to Council and Council itself will be served by a reversal of the previously scheduled meeting times for the two committees.

**NOW, THEREFORE, BE IT RESOLVED** that effective March, 2019, and continuing forward thereafter, the following schedule for the Community Services Committee and the Natural Resources meetings shall be as follows:

The **Community Services Committee** will meet on Monday of the first full week of each month beginning at 2:00PM

The **Natural Resources Committee** will meet on Monday of the first full week of each month beginning at 4:00PM or fifteen minutes following the conclusion of the Community Services Committee, whichever occurs earlier.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Contract Award: Approval of Talbert, Bright and Ellington Work Authorization 18-08

#### Council Committee:

Finance

#### Meeting Date:

February 4, 2019

#### Committee Presenter (Name and Title):

Jon Rembold, Airports Director

#### Issues for Consideration:

Approval of consultant work authorization that provides for standard Construction Admin services as well as the required Resident Project Representative (RPR) services that are required since this project is funded primarily with FAA grant funds. This is normal for all of our capital projects on the airport that are grant-funded.

#### Points to Consider:

These work authorizations are priced in such a way that the construction admin and quality assurance are shown as a fixed fee but the RPR services and project arborist services are based on an hourly not-to-exceed billing method.

So far, no project has approached the not-to exceed budget. That is important because it is conservative enough that it allows for adjustment in case something unforeseen (hurricane) occurs which demands more time. This budget allows for some adjustments without a requirement to request additional grant funding from the FAA - this would delay a project's completion.

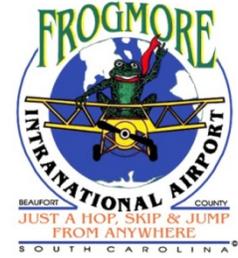
#### Funding & Liability Factors:

90% via FAA AIP Grant 37, 5% through SCAC grant 15-013, and 5% via Hilton Head Airport Capital Projects Fund.

#### Council Options:

#### Recommendation:

Approval of Talbert, Bright and Ellington Work Authorization 18-08



TO: Councilman Joseph Passiment, Chairman, Beaufort County Finance Committee

FROM: Harold Wallace, Beaufort County Airports Board Chair

**SUBJ: Approval of Talbert, Bright and Ellington Work Authorization 18-08**

DATE: 24 January 2019

**BACKGROUND.**

On January 17, 2019, the Beaufort County Airports Board reviewed the following items:

- Talbert, Bright and Ellington Work Authorization 18-08

The Board finds the above authorization acceptable and in line with the implementation of the Airport Master Plan. The Board requests Finance Committee approval of the Work Authorization.

cc: John Weaver, Interim County Administrator  
Jon Rembold, Airports Director

**HILTON HEAD ISLAND AIRPORT  
HILTON HEAD ISLAND, SOUTH CAROLINA  
WORK AUTHORIZATION 18-08  
November 10, 2018  
PROJECT NO.: TBI NO. 2119-1808**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

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**Description of Work Authorized:** This project will include the construction administration, full time Resident Project Representative (RPR) services, and project arborist for the Summit Drive-Runway 03-21 Off-Airport Tree Mitigation - CA at the Hilton Head Island Airport.

The construction phase services for this project includes coordination with the Owner for award of the construction contract, preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, follow up with FAA on approval of 7460, coordinating and conducting the Preconstruction Conference and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, monthly Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Beaufort County with Grant Closeout and prepare Grant closeout paperwork.

**BASIC SERVICES**

**CONSTRUCTION PHASE:**

The construction phase services for this project includes coordination with the Owner for award of the construction contract, preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, follow up with FAA on approval of 7460, coordinating and conducting the Preconstruction Conference and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Beaufort County with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for this submittal shall include:

- PDF versions of record drawing plan sheets and technical specifications.
- PDF version of final Engineer's Report

## SPECIAL SERVICES

### Task 1 – Full-Time Resident Project Representative (RPR)

A full-time resident project representative will be provided to observe the construction and other responsibilities.

### Task 2 – Project Arborist

Pre-Construction coordination on the Summit Drive mitigation, preconstruction site visit for proposed RW 3/RW 21 Off Airport Tree Removal Mitigation planting work, and construction site visits to oversee crews performing the planting work. Also included in assistance with the final project inspection and punchlist identification.

**E-Verify Requirement.** The Engineer shall comply with the requirements of the "South Carolina Illegal Immigration and Reform Act". Further, if the Engineer utilizes a subcontractor, the Engineer shall require the subcontractor to comply with the requirements of the "South Carolina Illegal Immigration and Reform Act".

**Iran Divestment Act Certification.** The Contractor shall comply with the requirements of N.C.G.S. 147-86.59. The Contractor certifies that, as of the date of this contract, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. Further, the Contractor shall not utilize any subcontractor found on the State Treasurer's Final Divestment List.

**Estimated Time Schedule:** Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

**Cost of Services:** The method of payment shall be in accordance with Article 6 of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$22,583.00** including expenses. Special services shall be performed on a not to exceed basis with a budget of **\$96,043.00**, which includes reimbursable expenses. For a total of **\$118,626.00**

**Agreed as to Scope of Services, Time Schedule and Budget:**

**APPROVED:**  
BEAUFORT COUNTY

**APPROVED:**  
TALBERT, BRIGHT & ELLINGTON,  
INC.

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Title

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Vice President  
Title:

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Date:

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Date:

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Witness:

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Witness:

**SUMMARY OF FEES**  
**SUMMIT DRIVE-RUNWAY 03-21 OFF-AIRPORT TREE MITIGATION**  
**CONSTRUCTION PHASE**  
 BEAUFORT COUNTY AIRPORT  
 BEAUFORT, SOUTH CAROLINA  
 TBE PROJECT NO: 2119-1808  
 FAA IDENTIFIER: TBD

November 8, 2018

| DESCRIPTION                                  | ESTIMATED            |
|--|----------------------|
| <b>BASIC SERVICES</b>                        |                      |
| PROJECT FORMULATION/DEVELOPMENT PHASE (01)   | \$ -                 |
| DESIGN PHASE (04)                            | \$ -                 |
| BIDDING PHASE (05)                           | \$ -                 |
| CONSTRUCTION ADMINISTRATION PHASE (06)       | \$ 19,883.00         |
| SUBTOTAL                                     | <u>\$ 19,883.00</u>  |
| <br>   |                      |
| EXPENSES                                     | \$ 2,700.00          |
| SUBCONSULTANTS                               | \$ 9,775.00          |
| INSPECTION - RESIDENT PROJECT REPRESENTATIVE | \$ 86,268.00         |
| TOTAL  | <u>\$ 118,626.00</u> |

**MANHOOR ESTIMATE**  
**SUMMIT DRIVE-RUNWAY 03-21 OFF-AIRPORT TREE MITIGATION**  
**CONSTRUCTION PHASE**  
 BEAUFORT COUNTY AIRPORT  
 BEAUFORT, SOUTH CAROLINA  
 TBE PROJECT NO: 2119-1808  
 FAA IDENTIFIER: TBD

November 8, 2018

CONSTRUCTION ADMINISTRATION PHASE (06)

| DESCRIPTION                               | PRIN      | PM        | SP       | E5       | E4       | E2       | E1       | T4       | T3       | AD4       | AD3      |
|---|-----------|-----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|
|   | \$ 184    | \$ 172    | \$ 139   | \$ 136   | \$ 115   | \$ 84    | \$ 74    | \$ 82    | \$ 69    | \$ 68     | \$ 55    |
| Prepare contract/contract docs, RFC plans | 1         | 4         | 1        | 2        | 0        | 0        | 0        | 0        | 0        | 4         | 0        |
| Coordinate award of contract              | 0         | 2         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 1         | 0        |
| Coordinate/conduct precon. conf.          | 0         | 10        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| Preconstruction minutes                   | 0         | 1         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| Coordinate/review project schedules       | 1         | 2         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| Coordinate/review submittals              | 0         | 8         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| Construction visits / meetings (3)        | 8         | 24        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 3         | 0        |
| Site Visit/Meeting Minutes                | 0         | 3         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| Review/coordinate field changes           | 2         | 4         | 0        | 2        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| Construction correspondence               | 0         | 10        | 0        | 0        | 0        | 2        | 0        | 0        | 0        | 0         | 0        |
| Process Pay Requests                      | 0         | 8         | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 4         | 0        |
| Final inspection/Punchlist                | 0         | 10        | 0        | 0        | 0        | 0        | 0        | 0        | 0        | 0         | 0        |
| Develop record drawings                   | 0         | 2         | 0        | 4        | 0        | 0        | 0        | 4        | 0        | 0         | 0        |
| <b>MANHOOR TOTAL</b>                      | <b>12</b> | <b>88</b> | <b>1</b> | <b>8</b> | <b>0</b> | <b>2</b> | <b>0</b> | <b>4</b> | <b>0</b> | <b>12</b> | <b>0</b> |

DIRECT LABOR EXPENSES:

| CLASSIFICATION       |      | BILL<br>RATE |       | EST.<br>MHRS |      | EST.<br>COST     |
|----------------------|------|--------------|-------|--------------|------|------------------|
| Principal            | PRIN | \$           |       | 184          | 12 S | 2,208            |
| Project Manager      | PM   | \$           |       | 172          | 88 S | 15,136           |
| Senior Planner       | SP   | \$           |       | 139          | 1 S  | 139              |
| Engineer V           | E5   | \$           |       | 136          | 8 S  | 1,088            |
| Engineer IV          | E4   | \$           |       | 115          | 0 S  | -                |
| Engineer II          | E2   | \$           |       | 84           | 2 S  | 168              |
| Engineer I           | E1   | \$           |       | 74           | 0 S  | -                |
| Technician IV        | T4   | \$           |       | 82           | 4 S  | 328              |
| Technician III       | T3   | \$           |       | 69           | 0 S  | -                |
| Admin. Assistant IV  | AD4  | \$           |       | 68           | 12 S | 816              |
| Admin. Assistant III | AD3  | \$           |       | 55           | 0 S  | -                |
|                      |      |              | Total |              | 127  |                  |
| <b>SUBTOTAL</b>      |      |              |       |              | \$   | <b>19,883.00</b> |

DIRECT EXPENSES:

| EXPENSE DESCRIPTION                               | UNIT | UNIT<br>RATE |       | EST.<br>UNITS |    | EST.<br>COST    |
|---|------|--------------|-------|---------------|----|-----------------|
| Telephone   | LS   |              |       | 1             | \$ | -               |
| Postage   | LS   |              |       | 1             | \$ | -               |
| Copying   | LS   | \$           | 500   | 1             | \$ | 500.00          |
| Reproduction-Rel. for Const.                      | LS   | \$           | 500   | 1             | \$ | 500.00          |
| Reproduction-As Built                             | LS   | \$           | 200   | 1             | \$ | 200.00          |
| Miscellaneous expenses<br>(prints, faxes, copies) | LS   |              |       | 1             | \$ | -               |
| Travel  | LS   | \$           | 1,500 | 1             | \$ | 1,500.00        |
| <b>SUBTOTAL</b>                                   |      |              |       |               | \$ | <b>2,700.00</b> |

SCOPE OF SUBCONTRACTED SERVICES:

| EXPENSE DESCRIPTION               | UNIT | UNIT<br>RATE |  | EST.<br>UNITS |    | EST.<br>COST    |
|-----------------------------------|------|--------------|--|---------------|----|-----------------|
| Sub-Consultant - JK Tiller - CA   | NTE  | \$2,875.00   |  | 1             | \$ | 2,875.00        |
| Preservation Tree, LLC - Arborist | NTE  | \$6,900.00   |  | 1             | \$ | 6,900.00        |
| <b>SUBTOTAL</b>                   |      |              |  |               | \$ | <b>9,775.00</b> |

**TOTAL CONSTRUCTION ADMIN. COST:**

**\$ 32,358.00**

**MANHOUR ESTIMATE**  
**SUMMIT DRIVE-RUNWAY 03-21 OFF-AIRPORT TREE MITIGATION**  
**CONSTRUCTION PHASE**  
 BEAUFORT COUNTY AIRPORT  
 BEAUFORT, SOUTH CAROLINA  
 TBE PROJECT NO: 2119-1808  
 FAA IDENTIFIER: TBD

November 8, 2018

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)  
 CALENDAR DAYS 90

| DESCRIPTION                               | RPR   |
|---|-------|
|   | \$ 80 |
| Project review/Preconstruction Conference | 8     |
| Site mobilization                         | 2     |
| On site inspection                        | 720   |
| Final inspection                          | 8     |
| Follow up inspection                      | 100   |
| Site demobilization                       | 2     |
|   | 0     |
| MANHOUR TOTAL                             | 840   |
|   | 0     |

DIRECT LABOR EXPENSES:

| CLASSIFICATION    |     | BILL<br>RATE | EST.<br>MHRS | EST.<br>COST |
|-------------------|-----|--------------|--------------|--------------|
| RESIDENT ENGINEER | RPR | \$ 80        | 840          | \$ 67,200    |
|                   |     | Total        | 840          |              |
| <i>SUBTOTAL</i>   |     |              |              | \$ 67,200.00 |

DIRECT EXPENSES:

| EXPENSE DESCRIPTION                               | UNIT | UNIT<br>RATE | EST.<br>UNITS | EST.<br>COST |
|---|------|--------------|---------------|--------------|
| Telephone   | LS   | \$ -         | 1             | \$ -         |
| Postage   | LS   | \$ -         | 1             | \$ -         |
| Miscellaneous expenses<br>(prints, faxes, copies) | LS   | \$ -         | 1             | \$ -         |
| Travel  | LS   | \$ -         | 1             | \$ -         |
| <i>SUBTOTAL</i>                                   |      |              |               | \$ -         |

PER DIEM:

| EXPENSE DESCRIPTION | UNIT | UNIT<br>RATE | EST.<br>UNITS | EST.<br>COST |
|---------------------|------|--------------|---------------|--------------|
| DAILY PER DIEM      | PD   | \$ 227       | 84            | \$ 19,068    |
|                     |      | Total        | 84            |              |
| <i>SUBTOTAL</i>     |      |              |               | \$ 19,068.00 |

**TOTAL INSPECTION COST: \$ 86,268.00**



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Lot purchase at 1 Bostic Circle in Beaufort to construct a home for the County's Disabilities and Special Needs Residential Program

#### Council Committee:

Community Services

#### Meeting Date:

January 22, 2019 (referred back to the committee during the regular Council meeting occurring January 14, 2019)

#### Committee Presenter (Name and Title):

Chris Inglese, Assistant County Attorney; Mark Sutton, AIA, Deputy Director of Facility Management; and Wanda Mayse, Deputy Director of Disabilities & Special Needs and Residential Services Director

#### Issues for Consideration:

To ratify or not to ratify the purchase of the property

#### Points to Consider:

- County policy on land purchases
- Actions of former Interim County Administrator regarding lot purchase
  - Policy violation or illegal action / ethical and legal aspects
  - County policy/process to prevent repeat of action
- Lot purchase
  - Legality, binding effect and County ownership
  - Professional appraisal of lot results versus purchase price
  - Inspection prior to or after purchase and results
  - Construction viability and proposed remediation of land, e.g. site prep, fill, drainage, stormwater and estimated cost
- Architectural elements
  - House plan, e.g. type, size, bedrooms, baths, common areas, staff space, estimated cost and projected timeline
- DSN review of lot location and home plan:
  - Suitability for intended occupants, e.g. space and safety considerations
  - Projected numbers for occupancy and staffing, security/house management plan for residence,
- Successful operations at other established DSN residences in Beaufort and Bluffton and State compliance oversight
- Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act - prohibit discrimination because of race, color, national origin, religion, sex, familial status, and disability; these protections apply in private and public housing and prohibit discrimination in housing and community development programs and activities

#### Funding & Liability Factors:

- Legal challenges from Battery Point HOA, an individual(s), and/or organization(s) established to defend protected classes

#### Council Options:

Approve ratification of the lot purchase and allow staff to proceed with steps to bring a recommendation to County Council for actual building/home construction on the lot or disapprove and instruct staff on an alternative plan for the lot

#### Recommendation:

Approve ratification of the lot purchase, so that staff can continue the lot development process with the end goal of constructing a home for Beaufort County citizens who have been displaced from our community due to lack of housing availability in the County's DSN Residential Program and in support of the County's mission to serve the people of Beaufort County in a manner that all of its citizens may enjoy and appreciate a protected quality of life

75 Petigru Drive  
Beaufort, SC 29902  
September 5, 2018



Mr. Thomas Keaveny  
Interim County Administrator  
Beaufort County  
PO Drawer 1228  
Beaufort, SC 29901

Dear Mr. Keaveny,

The county's application to build at 1 Bostick Circle has been rejected by the Battery Point Architectural Review Committee. In accordance with the Building Design Standards, "Approval may be withheld for purely aesthetic reasons". Specifically, we find the left side view along Rowell Drive unacceptable. The homes in Battery Point are all about the porches, especially for a home on a corner lot like the one in question. The tiny porch on the front of the home is inadequate, and the left side is completely lacking a porch. A large, wrap-around porch is needed for a home on this site. Because of the length of the home, it may be better to make Rowell Drive the front of the home.

Drainage is another area of concern. This lot is usually a pond, as it does not drain. An application to build must include a drainage plan in order to ensure the water normally contained on this lot is not merely diverted to a neighbor's property.

Other areas of concern include our request for who will actually occupy the property, a request which to date, has been ignored. This PUD is zoned for single family housing. Battery Point also has a rental policy requiring a minimum of a 6-month lease, and a copy of the lease must be provided. We must have assurances that the proposed occupants do not violate these restrictions.

We encourage you to revise the application and provide the requested information. The Committee will be glad to meet with you to go over any information or questions.

Sincerely,

James Pickard

ARC Chair

A handwritten signature in black ink that reads "James E. Pickard".



## Memorandum

DATE: December 12, 2018

TO: John Weaver, Esq., Interim County Administrator

COPY: County Council Community Services Committee via Alice Howard, Chair  
Monica N. Spells, Assistant County Administrator, Civic Engagement and  
Outreach, William Love, Executive Director, Beaufort County Disabilities and  
Special Needs

FROM: Christopher S. Inglese, Assistant County Attorney 

SUBJECT: Purchase of 1 Bostick Circle Parcel

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### SUMMARY OF FACTS

In recent years, the County's Disabilities and Special Needs Department (DSN) has been engaged in a fundamental shift in the way those in need are served by DSN due to state directives. Unfortunately, the process has revealed in some areas of Beaufort County, community resistance to placing DSN homes in certain neighborhoods. DSN staff have faced numerous challenges in locating new homes to better house those they serve.

The shift led to the proposed sale of the Port Royal Community Residential Facility ("the Port Royal property") via Beaufort County Council Resolution 2017-1 (attached as Exhibit A). This facility, which averages fourteen (14) DSN consumers, is aging and no longer meets the needs of those it serves. The State had the facility constructed more than 20 years ago as an Intermediate Care Facility. The facility is institutional in nature and contrary to current state program standards.

Under current state directives, DSN typically houses no more than four (4) consumers per home. Therefore, the County determined that three (3) new homes were needed to accommodate the individuals currently residing at the Port Royal property. Prior to discussion of these three (3) homes, DSN had identified the need for one (1) home based on its growing waiting list for residential services, for a total of four (4) homes needed.

DSN utilized the County's Purchasing Department for assistance in identifying the new home sites. This process led to the procurement and approval for construction of three (3) new DSN homes.

DSN staff next began the search for a site for a fourth home and ultimately pursued the purchase of an undeveloped lot at 1 Bostick Circle. The DSN budget had funds available for a site in its Building Acquisitions line and ultimately the Interim County Administrator at the time of the lot purchase did execute the necessary documents for the purchase of 1 Bostick Circle.

The purchase is memorialized by a deed filed in the Beaufort County Register of Deeds at Book 3645 and Page 1772, filed February 20, 2018 and executed February 3, 2018 (attached as Exhibit B). The County purchased the property for \$34,000. The former Interim County Administrator, who also served as “Special Counsel” executed the necessary documents for the purchase and stamped the deed as “Approved for Recording” on behalf of the Beaufort County Attorney. Neither the Purchasing Director, nor staff in the Legal Department, were notified of the purchase in advance. The Finance Department wired the necessary purchasing funds based on Code Section 2-509 which authorizes the Administrator’s spending authority up to \$50,000.

On October 8, 2018, Community Services Committee discussed the purchase and ultimately asked for a legal opinion regarding the purchase of 1 Bostick Circle. On November 13, 2018, the Committee went into Executive Session for the purpose of receiving legal advice regarding the referenced purchase.

## ISSUES

1. At issue, is a provision of the Beaufort County Code of Ordinances Section 2-514 Exemption for real Property which states in pertinent part, “(b) [W]ith **prior approval of the county council**, the purchase of real property for governmental use shall be negotiated by the county administrator” (**emphasis added**). Additionally, Section 2-509 states “[U]pon request of the county council and **subject to its approval** of each transaction, perform all delegable functions in connection with acquisition and disposal of real property” (**emphasis added**).

After thoroughly reviewing the record of council meetings, and inquiring of appropriate staff members, I concluded that nothing in the record demonstrates council’s *prior approval* for, nor knowledge of, the specific purchase of 1 Bostick Circle as required by County Code Sections 2-514 and 2-509.

2. Beaufort Code Section 2-510 articulates the remaining issues. In summary, the Code acknowledges ratification of an unauthorized contract at the time the Administrator executes the contract. I imagine this provision exists to protect innocent third parties from being damaged because of technical, procurement errors. Additionally, the Code requires the following in the instance of an unauthorized contract:
  - a. The department head shall prepare a written statement of facts; and
  - b. What corrective action is being taken to prevent another occurrence; and
  - c. What action is being taken against the individual responsible for committing the act; and
  - d. Document that the price paid is fair and reasonable.

Taking these in the order listed, the statement of facts is provided herein pursuant to the request of the committee and on behalf of the Department Head. I have prepared the statement of

facts, because it is unclear from the Code, which Department Head is to prepare the statement of facts. Furthermore, the Community Services Committee requested that I make written findings pursuant to the Code Section 2-510.

Next, the corrective action needed is to pursue a full time, real estate professional on staff to assist all departments with their real estate and property management needs. A professional, staff position will help to ensure that County code requirements are met, because the licensed real estate professional will be subject to principal/agent loyalty as well as the employer/employee loyalty, thus always acting in the County's best interest. Furthermore, a real estate professional can assist the County in numerous ways beyond compliance with County codes, including but not limited to purchases such as those made through the Rural and Critical Lands Program, real estate sales/purchases for the Facilities Department and elected officials, negotiating and drafting leases, managing property management logistics/work orders and more.

Third, there is no available disciplinary action to be taken against the former Interim County Administrator for failing to follow County procedures, as he is no longer employed by Beaufort County.

Fourth, the appraisal is attached as Exhibit C. The appraisal values the property at \$35,000 and demonstrates that "the price paid is fair and reasonable."

### **CONCLUSION**

The property is owned by the County. The controversy surrounding the property has two elements. First, the unauthorized purchase by the former Interim County Administrator. The County should provide a staff position for a licensed real estate professional that can assist all departments with their real estate purchases and property management needs. There is no available disciplinary action available against the former Interim County Administrator because he is no longer employed by the County. The price paid for the property is fair and reasonable as demonstrated by the independent appraisal.

The second element is the apparent resistance from the Battery Creek neighborhood to a DSN home at 1 Bostick Circle. County Council should make a decision to either sell the property or move forward with construction of the DSN home. County Council should be cautioned against selling the property because of the perception of discrimination and probable violation of Federal laws that will most certainly be attached to such an action. Staff's recommendation is to move forward with the proposed DSN home, which we are confident will stand as another exemplary property serving DSN consumers.

EXHIBIT A

RESOLUTION 2017 / 1

**A RESOLUTION TO THE BEAUFORT COUNTY LEGISLATIVE DELEGATION REQUESTING A PROVISIO BE WRITTEN TO RETAIN THE TOTAL AMOUNT OF PROCEEDS FROM THE SALE OF THE PORT ROYAL COMMUNITY RESIDENTIAL CARE FACILITY TO BE APPLIED TO THE PURCHASE, CONSTRUCTION AND/OR RENOVATION OF RESIDENTIAL HOMES TO BE MANAGED BY BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS**

**WHEREAS**, The Beaufort County Disabilities and Special Needs (DSN) Board sent a resolution regarding the Beaufort County Community Residential Care Facility (CRCF) located in the Town of Port Royal (County Council District 4) at 1508 Old Shell Road to the Beaufort County Legislative Delegation on December 17, 2014; and

**WHEREAS**, the DSN Board passed this resolution on December 16, 2014 in hopes that the Delegation will consider moving it forward during the legislative session; and

**WHEREAS**, the DSN Board is appointed by Beaufort County Council and both bodies have concerns regarding the future of this facility, which is owned by the South Carolina Department of Disabilities and Special Needs (SCDDSN) and leased by Beaufort County Council for its DSN Department; and

**WHEREAS**, this facility is aging and no longer meets the needs of those it is meant to serve as the State had the facility constructed more than 20 years ago as an Intermediate Care Facility, which is institutional in nature and contrary to current SCDDSN program standards, and approved converting the facility to a 15-bed CRCF about 17 years ago; and

**WHEREAS**, current State standards call for a CRCF to accommodate no more than 6 to 8 individuals, and the 15 individuals residing at this facility have developmental disabilities, to include high-behavior needs, high-physical needs, and issues associated with aging, such as Alzheimer's and other dementias; and

**WHEREAS**, given the diverse, over-population in this facility, the ability of the County to best meet the needs of these individuals is adversely impacted, compromising the health and safety of the County employees and the individual residents; and

**WHEREAS**, based on current best practices established by SCDDSN and the South Carolina Department of Health and Human Services (SCDHHS), including the "Final Rule" (which looks at not only where a person lives, but how and with whom they spend their day), the facility prevents Beaufort County from coming into compliance with required home and community-based services; and

**WHEREAS**, the facility does not offer residents a homelike setting which is prescribed, thereby diminishing the care provided to the individuals living at the facility; and

**WHEREAS**, the location of the facility next to marshes and tidal waterways does not provide a safe setting for the residents, many of whom have communication disabilities; and

**WHEREAS**, these individuals deserve to reside in a home which affords them the opportunity to be in a place which is better integrated into the fabric of Beaufort County, enabling them to live as normal a life as possible; and

WHEREAS, Beaufort County DSN is facing challenges in transitioning these individuals per compliance requirements due to the facility being owned by SCDDSN; and

WHEREAS, should the property be sold, half of the proceeds will return to the State according to State law, thereby removing critical funding, which would be available to Beaufort County to develop appropriate housing for these individuals under its care and lead to the transfer of these individuals from Beaufort County and away from their loved ones to an alternate facility in a different county; and

WHEREAS, should this property be sold and all revenue be made available to Beaufort County to help develop compliant, smaller residential settings throughout the County, these residents will be able to remain in Beaufort County, their home, where they will be afforded an enhanced quality of life; and

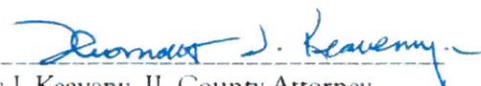
**NOW, THEREFORE, BE IT RESOLVED**, that Beaufort County Council requests that the Beaufort County Legislative Delegation introduce and work diligently to pass a proviso to the South Carolina General Assembly session that would require the return of 100% of the proceeds of the future sale of the Port Royal CRCF property to Beaufort County for the express purpose of purchasing, constructing, or renovating several new smaller residential facilities for its residents with developmental disabilities that would both conform to compliance directives on appropriate residential settings for these persons and better enable Beaufort County to provide the necessary ongoing care for these residents in safer, more appropriate housing.

DONE this 23<sup>rd</sup> day of January, 2017

COUNTY COUNCIL OF BEAUFORT COUNTY

By:   
-----  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

  
-----  
Thomas J. Keaveny, II, County Attorney

ATTEST:

  
-----  
Ashley M. Bennett, Clerk to Council

EXHIBIT B



TO HAVE AND TO HOLD all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns forever.

And, SUBJECT TO the matters set forth above, Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed to be executed on this the 3rd day of February, 2018.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Brian Baker  
Witness #1

Brian Baker  
Brian Baker

Amanda M. Constant  
Notary

Leslie T. Baker  
Leslie T. Baker

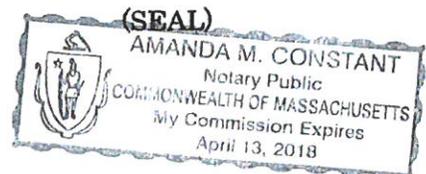
STATE OF MASSACHUSETTS )  
  )  
COUNTY OF Barnstable )

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Brian Baker and Leslie T. Baker, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 3rd day of February, 2018.

Amanda M. Constant  
Notary Public for MA  
My Commission Expires: 4/13/18



**ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

**ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, being designated as Lot 247, Phase VIII, Battery Point Subdivision, as shown on a plat prepared by Gasque & Associates, Inc., David E. Gasque, RLS, dated May 30, 1997, entitled "Plat Showing Battery Point Subdivision, Phase VIII, Prepared for J. Bennett McNeal, City of Beaufort, Beaufort County, South Carolina," a copy of which is duly recorded on June 11, 1998 in the Office of the Register of Deeds for Beaufort, South Carolina in Plat Book 65 at Page 105.**

**Said property is subject to any and all applicable covenants, conditions, revisions, provisions, easements and/of rights-of-way as set forth in the Office of the Register of Deeds for Beaufort County, South Carolina and any amendments thereto.**

**This being the same property conveyed to the within named Grantor by deed dated March 24, 2017 and recorded March 27, 2017 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3561 at Page 2427.**

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

AFFIDAVIT

**PESONALLY** appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is known as:
3. Check one of the following: The deed is
  - (a)\_\_\_\_\_subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b)\_\_\_\_\_subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c)X\_\_\_\_\_exempt from the deed recording fee because (see Information section of affidavit): 12-24-40(sub-section 2)

---

(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
  - (a)\_\_\_\_\_The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_.
  - (b)\_\_\_\_\_The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (c)\_\_\_\_\_The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes\_\_\_ or No\_\_\_ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"
6. The deed recording fee is computed as follows:
  - (a)Place the amount listed in item 4 above here: \_\_\_\_\_

EXHIBIT C

## APPRAISAL OF REAL PROPERTY



### LOCATED AT

1 Bostick Cir  
Beaufort, SC 29902  
LOT 247 BATTERY POINT S/D PH VIII

### FOR

N/A

### AS OF

12/3/2018

### BY

BRIAN J HARRELSON  
SEA ISLAND APPRAISAL COMPANY  
106 WEST STREET EXT SUITE A  
BEAUFORT, SC 29902  
(843) 379-6103  
bharrelson@seaislandappraisal.com

SEA ISLAND APPRAISAL COMPANY  
106 WEST STREET EXT SUITE A  
BEAUFORT, SC 29902  
(843) 379-6103

December 04, 2018

BEAUFORT COUNTY  
PO BOX 1228-29901  
BEAUFORT, SC 29901

Re: Property: 1 Bostick Cir  
Beaufort, SC 29902  
Borrower: N/A  
File No.: 7162H1118

Opinion of Value: \$ 35,000  
Effective Date: 12/3/2018

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



BRIAN J HARRELSON  
License or Certification #: 3183  
State: SC Expires: 06/30/2020  
bharrelson@seaislandappraisal.com

# LAND APPRAISAL REPORT

File No.: 7162H1118

Property Address: 1 Bostick Cir City: Beaufort State: SC Zip Code: 29902  
 County: BEAUFORT Legal Description: LOT 247 BATTERY POINT S/D PH VIII

Assessor's Parcel #: R120 029 00A 0272 0000 Tax Year: 2018 R.E. Taxes: \$ 41.51 Special Assessments: \$ 0  
 Market Area Name: BATTERY POINT Map Reference: R120-29-A-272 Census Tract: 0005.02  
 Current Owner of Record: BEAUFORT COUNTY Borrower (if applicable): N/A  
 Project Type (if applicable):  PUD  De Minimis PUD  Other (describe) HOA: \$ 832  per year  per month  
 Are there any existing improvements to the property?  No  Yes If Yes, indicate current occupancy:  Owner  Tenant  Vacant  Not habitable  
 If Yes, give a brief description:

The purpose of this appraisal is to develop an opinion of:  Market Value (as defined), or  other type of value (describe)  
 This report reflects the following value (if not Current, see comments):  Current (the Inspection Date is the Effective Date)  Retrospective  Prospective  
 Property Rights Appraised:  Fee Simple  Leasehold  Leased Fee  Other (describe)  
 Intended Use: TO PROVIDE A CURRENT MARKET VALUE AS OF 12/3/2018.  
 Intended User(s) (by name or type): BEAUFORT COUNTY  
 Client: BEAUFORT COUNTY Address: PO BOX 1228-29901, BEAUFORT, SC 29901  
 Appraiser: BRIAN J HARRELSON Address: 106 WEST STREET EXT SUITE A, BEAUFORT, SC 29902

| Location:  | Characteristics   | Predominant Occupancy   | One-Unit Housing        | Present Land Use   | Change in Land Use  |
|--|---|---|-------------------------|--|---|
| <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural                           | <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%                         | <input checked="" type="checkbox"/> Owner 95 <input type="checkbox"/> Tenant 5          | PRICE (\$000) AGE (yrs) | One-Unit 100% <input checked="" type="checkbox"/> Not Likely | <input type="checkbox"/> Likely * <input type="checkbox"/> In Process * |
| Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow                 | <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining                       | <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%) | 225 Low 0               | 2-4 Unit %   | * To: _____   |
| Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply | Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos. |   | 850 High 25             | Multi-Unit %   |   |
|  |   |   | 285 Pred 14             | Comm'l %   |   |

**Factors Affecting Marketability**

| Item                              | Good                                | Average                  | Fair                     | Poor                     | N/A                      | Item                                   | Good                                | Average                  | Fair                     | Poor                     | N/A                      |
|-----------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Employment Stability              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Adequacy of Utilities                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Convenience to Employment         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Property Compatibility                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Convenience to Shopping           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Protection from Detrimental Conditions | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Convenience to Schools            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Police and Fire Protection             | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Adequacy of Public Transportation | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | General Appearance of Properties       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Recreational Facilities           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appeal to Market                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Market Area Comments: THE SUBJECT IS BOUNDED TO THE NORTH BY SALEM ROAD, EAST AND SOUTH BY BATTERY CREEK, AND WEST BY HIGHWAY 280.  
 THE SUBJECT IS LOCATED IN BATTERY POINT SUBDIVISION WITHIN THE CITY OF BEAUFORT, SC. THE AREA IS CHARACTERIZED BY SINGLE FAMILY HOUSING OF AVERAGE TO GOOD CONSTRUCTION QUALITY. CONVENIENCE TO SCHOOLS, PLACES OF WORSHIP, AND RECREATIONAL FACILITIES IS CONSIDERED GOOD.  
 SHOPPING AND EMPLOYMENT CENTERS ARE MINUTES AWAY. I HAVE CONSIDERED RELEVANT COMPETITIVE LISTINGS AND/OR CONTRACTS OFFERINGS IN THE PERFORMANCE OF THIS APPRAISAL AND IN THE TRENDING INFORMATION REPORTED IN THIS SECTION.

Dimensions: SEE SURVEY (NOT ATTACHED) Site Area: .18 Acres  
 Zoning Classification: PUD/PLANNED UNIT DEV. Description: RESIDENTIAL IMPROVED SINGLE FAMILY  
 Do present improvements comply with existing zoning requirements?  Yes  No  No Improvements  
 Uses allowed under current zoning: SINGLE FAMILY BUILDING LOT  
 Are CC&Rs applicable?  Yes  No  Unknown Have the documents been reviewed?  Yes  No Ground Rent (if applicable) \$ N/A/  
 Comments:  
 Highest & Best Use as improved:  Present use, or  Other use (explain) \_\_\_\_\_  
 Actual Use as of Effective Date: SINGLE FAMILY BUILDING LOT Use as appraised in this report: SINGLE FAMILY BUILDING LOT  
 Summary of Highest & Best Use: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The subject meets all these criteria.

| Utilities      | Public                              | Other                    | Provider/Description | Off-site Improvements | Type     | Public                              | Private                             | Frontage    |
|----------------|-------------------------------------|--------------------------|----------------------|-----------------------|----------|-------------------------------------|-------------------------------------|-------------|
| Electricity    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      | Street                | ASPHALT  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | NONE        |
| Gas            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      | Width                 |          |                                     |                                     | LEVEL       |
| Water          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      | Surface               |          |                                     |                                     | GOOD        |
| Sanitary Sewer | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      | Curb/Gutter           | CONCRETE | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | RECTANGULAR |
| Storm Sewer    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      | Sidewalk              | CONCRETE | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | APPEARS LOW |
| Telephone      | <input type="checkbox"/>            | <input type="checkbox"/> |                      | Street Lights         | ELECTRIC | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | RESIDENTIAL |
| Multimedia     | <input type="checkbox"/>            | <input type="checkbox"/> |                      | Alley                 | NONE     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |             |

Other site elements:  Inside Lot  Corner Lot  Cul de Sac  Underground Utilities  Other (describe)  
 FEMA Spec'l Flood Hazard Area  Yes  No FEMA Flood Zone A8 FEMA Map # 4500250065D FEMA Map Date 09/29/1986  
 Site Comments: NO ADVERSE EASEMENTS NOTED AT THE TIME OF INSPECTION. LOT DIMENSIONS OBTAINED FROM THE MLS/LISTING AGENT. FINAL DETERMINATION OF FLOOD ZONE LIES IN THE SURVEY. THIS APPRAISER IS NOT CONSIDERED TO BE AN EXPERT IN THE FIELD OF ENVIRONMENTAL HAZARDS.



# LAND APPRAISAL REPORT

File No.: 7162H1118

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): **BEAUFORT COUNTY PROPERTY MAX**

1st Prior Subject Sale/Transfer: Analysis of sale/transfer history and/or any current agreement of sale/listing: **THERE WERE TWO SALE TRANSFER OF THE**

Date: **2/3/2018** SUBJECT PROPERTY WITHIN THE THREE YEARS PRIOR TO THE EFFECTIVE DATE OF THIS APPRAISAL ASSIGNMENT.

Price: **34,000** THE VACANT LAND FIRST SOLD ON 3/24/17 FOR \$30,000 AND THEN AGAIN ON 2/3/2018 FOR \$34,000. THERE WERE NO

Source(s): **BFT MLS/PROPERTY MAX** RECORDED SALES OF THE COMPARABLE PROPERTIES REPORTED BY THE BEAUFORT COUNTY REGISTER OF DEEDS IN

2nd Prior Subject Sale/Transfer: THE LAST 12 MONTHS PRECEDING THEIR SALES DATES.

Date: **3/24/2017**

Price: **30,000**

Source(s): **BFT MLS/PROPERTY MAX**

| FEATURE                       | SUBJECT PROPERTY                    | COMPARABLE NO. 1  | COMPARABLE NO. 2  | COMPARABLE NO. 3  |
|-------------------------------|-------------------------------------|---|---|---|
| Address                       | 1 Bostick Cir<br>Beaufort, SC 29902 | 74 Bostick Cir<br>Beaufort, SC 29902                                      | 66 Petigru Dr<br>Beaufort, SC 29902   | 55 Bostick Cir<br>Beaufort, SC 29902  |
| Proximity to Subject          |                                     | 0.15 miles SW   | 0.28 miles S  | 0.22 miles SW   |
| Sale Price                    | \$                                  | \$ 30,000   | \$ 45,000   | \$ 67,250   |
| Price/ Acre                   | \$                                  | \$ 214,285.71   | \$ 236,842.11   | \$ 320,238.10   |
| Data Source(s)                | INSPECTION                          | BFT MLS#152852;DOM 290  | BFT MLS#133301;DOM 1511   | BFT MLS#153906;DOM 220  |
| Verification Source(s)        |                                     | BFT COUNTY PROPERTY MAX   | BFT COUNTY PROPERTY MAX   | BFT COUNTY PROPERTY MAX   |
| VALUE ADJUSTMENT              | DESCRIPTION                         | DESCRIPTION   | DESCRIPTION   | DESCRIPTION   |
| Sales or Financing            |                                     | CASH  | CASH  | CASH  |
| Concessions                   |                                     | NONE NOTED  | NONE NOTED  | NONE NOTED  |
| Date of Sale/Time             |                                     | 3/28/2018   | 12/29/2016  | 4/20/2018   |
| Rights Appraised              | Fee Simple                          | FEE SIMPLE  | FEE SIMPLE  | FEE SIMPLE  |
| Location                      | BATTERY POINT                       | BATTERY POINT   | BATTERY POINT   | BATTERY POINT   |
| Site Area (in Acres)          | .18                                 | .14 +4,000  | .19   | .21 -3,000  |
|                               | LANDSCAPE                           | LANDSCAPE   | POND/DIST MARSH -10,000   | MARSH/SUPERIOR -25,000  |
|                               | RESIDENTIAL LOT                     | RESIDENTIAL LOT   | RESIDENTIAL LOT   | RESIDENTIAL LOT   |
|                               | PUBLIC WATER/SEWER                  | PUBLIC WATER/SEWER  | PUBLIC WATER/SEWER  | PUBLIC WATER/SEWER  |
| Net Adjustment (Total, in \$) |                                     | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 4,000 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -10,000 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -28,000 |
| Adjusted Sale Price (in \$)   |                                     | \$ 34,000   | \$ 35,000   | \$ 39,250   |

Summary of Sales Comparison Approach **ALL SALES WERE THE MOST RECENT MARKET TRANSACTION TO OCCUR NEAR THE SUBJECT THAT WERE SIMILAR IN DESIGN AND MARKET APPEAL. THE APPRAISER SELECTED THE MOST APPROPRIATE SALES AVAILABLE. ALL COMPARABLES WERE CONSIDERED AS EACH ONE HAS A COMPARISON FACTOR. THE SALES USED ARE THE BEST AVAILABLE AND ARE CONSIDERED VALID SALES FOR COMPARISON.**

**PROJECT INFORMATION FOR PUDs (if applicable)**  The Subject is part of a Planned Unit Development.

Legal Name of Project: **BATTERY POINT**

Describe common elements and recreational facilities: **COMMUNITY POOL, CLUB HOUSE, TENNIS COURTS, BOAT BASIN, COMMUNITY DOCK, COMMUNITY POOL, AND AND LEISURE TRAIL.**

Indicated Value by: Sales Comparison Approach \$ **35,000**

Final Reconciliation **THE DIRECT SALES COMPARISON APPROACH IS CONSIDERED TO BE THE BEST APPROACH FOR DETERMINING THE VALUE OF VACANT LAND. SALES AND LISTINGS FROM THE ENTIRE AREA WERE TAKEN INTO CONSIDERATION TO ARRIVE AT THE FINAL CONCLUSION OF VALUE.**

This appraisal is made  "as is", or  subject to the following conditions: **THIS APPRAISAL HAS BEEN MADE IN THE "AS IS" CONDITION. THIS APPRAISAL IS OF VACANT LAND WITH NO IMPROVEMENTS.**

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ **35,000**, as of: **12/3/2018**, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains \_\_\_\_\_ pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:  Scope of Work

Limiting cond./Certifications  Narrative Addendum  Location Map(s)  Flood Addendum  Additional Sales

Photo Addenda  Parcel Map  Hypothetical Conditions  Extraordinary Assumptions

Client Contact: \_\_\_\_\_ Client Name: **BEAUFORT COUNTY**

E-Mail: \_\_\_\_\_ Address: **PO BOX 1228-29901, BEAUFORT, SC 29901**

**APPRAISER**

Appraiser Name: **BRIAN J HARRELSON**

Company: **SEA ISLAND APPRAISAL COMPANY**

Phone: **(843) 379-6103** Fax: \_\_\_\_\_

E-Mail: **bharrelson@seaislandappraisal.com**

Date of Report (Signature): **December 04, 2018**

License or Certification #: **3183** State: **SC**

Designation: \_\_\_\_\_

Expiration Date of License or Certification: **06/30/2020**

Inspection of Subject:  Did Inspect  Did Not Inspect (Desktop)

Date of Inspection: **12/3/2018**

**SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)**

Supervisory or Co-Appraiser Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date of Report (Signature): \_\_\_\_\_

License or Certification #: \_\_\_\_\_ State: \_\_\_\_\_

Designation: \_\_\_\_\_

Expiration Date of License or Certification: \_\_\_\_\_

Inspection of Subject:  Did Inspect  Did Not Inspect

Date of Inspection: \_\_\_\_\_



### Subject Photos

|                  |               |        |          |       |                   |
|------------------|---------------|--------|----------|-------|-------------------|
| Borrower/Client  | N/A           |        |          |       |                   |
| Property Address | 1 Bostick Cir |        |          |       |                   |
| City             | Beaufort      | County | BEAUFORT | State | sc Zip Code 29902 |
| Lender           | N/A           |        |          |       |                   |

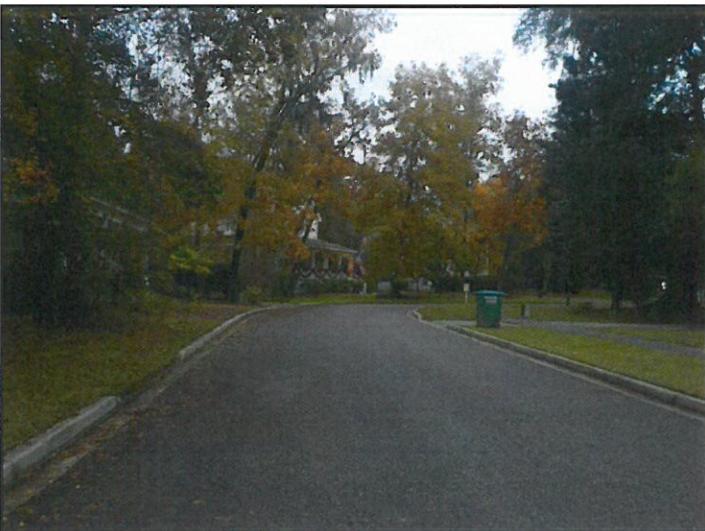


#### Subject Front

1 Bostick Cir  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location **BATTERY POINT**  
View  
Site **.18**  
Quality  
Age



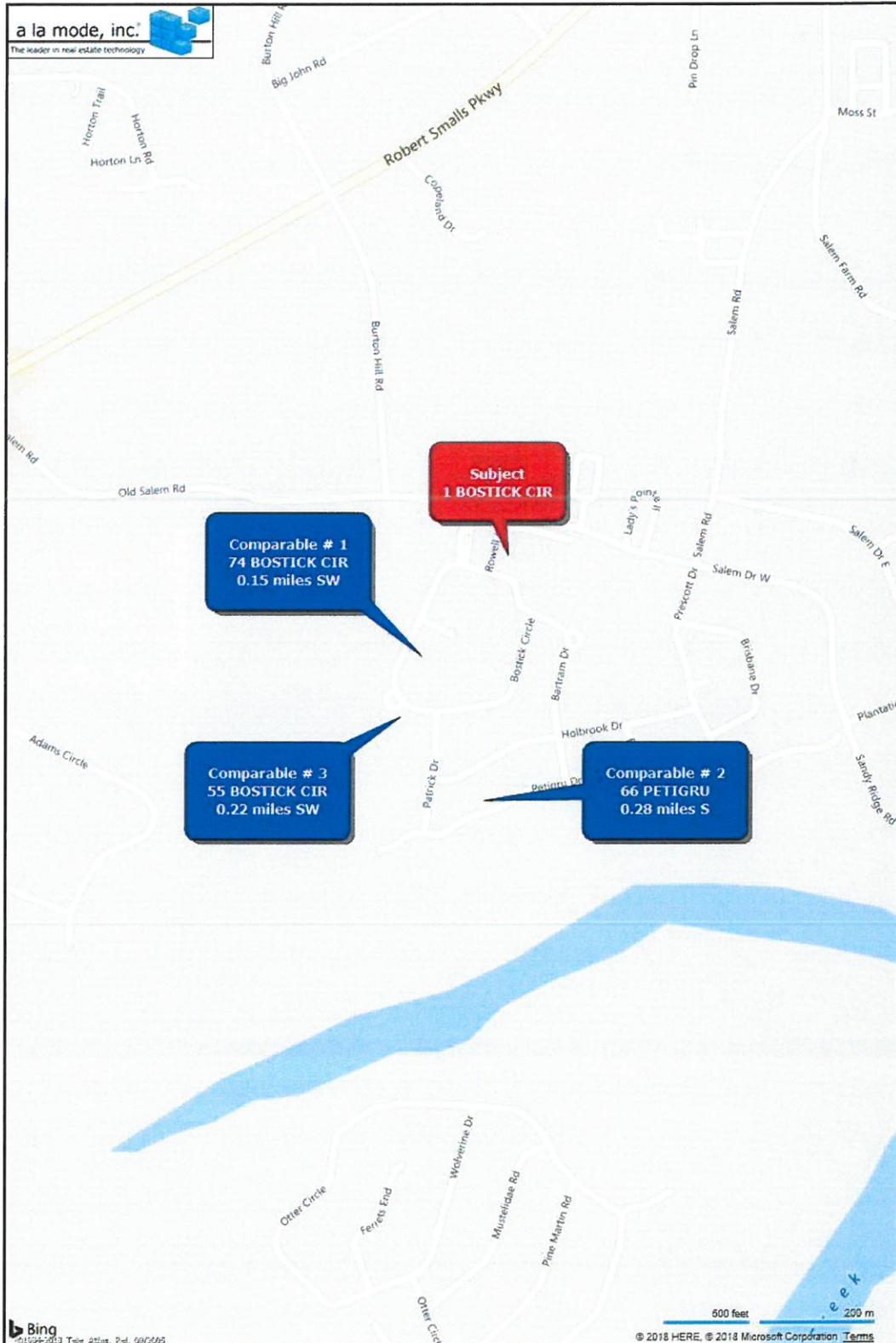
#### Subject Rear



#### Subject Street

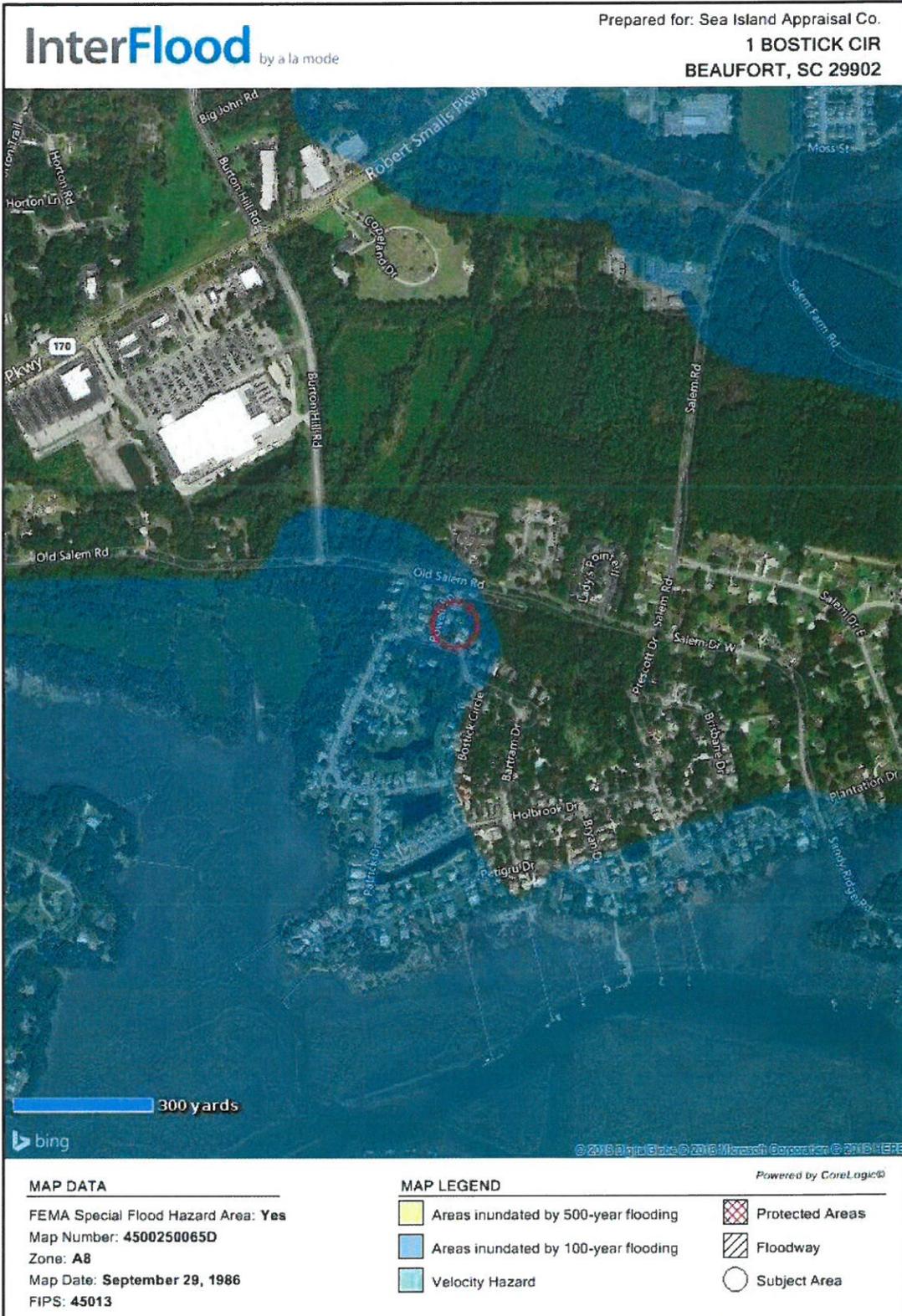
### Location Map

|                  |               |        |          |       |    |
|------------------|---------------|--------|----------|-------|----|
| Borrower/Client  | N/A           |        |          |       |    |
| Property Address | 1 Bostick Cir |        |          |       |    |
| City             | Beaufort      | County | BEAUFORT | State | sc |
| Zip Code         | 29902         |        |          |       |    |
| Lender           | N/A           |        |          |       |    |



### Flood Map

|                  |               |        |          |          |       |
|------------------|---------------|--------|----------|----------|-------|
| Borrower/Client  | N/A           |        |          |          |       |
| Property Address | 1 Bostick Cir |        |          |          |       |
| City             | Beaufort      | County | BEAUFORT | State    | sc    |
| Lender           | N/A           |        |          |          |       |
|                  |               |        |          | Zip Code | 29902 |





## GP Land Certifications Addendum

File No.: 7162H1118

|                                 |  |           |                 |
|---------------------------------|--|-----------|-----------------|
| Property Address: 1 Bostick Cir | City: Beaufort   | State: SC | Zip Code: 29902 |
| Client: BEAUFORT COUNTY         | Address: PO BOX 1228-29901, BEAUFORT, SC 29901           |           |                 |
| Appraiser: BRIAN J HARRELSON    | Address: 106 WEST STREET EXT SUITE A, BEAUFORT, SC 29902 |           |                 |

**STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS**

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

**The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.**

**Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):**



| <b>FROM:</b><br>BRIAN HARRELSON<br>SEA ISLAND APPRAISAL COMPANY<br>106 WEST STREET EXT. SUITE A<br>BEAUFORT, SC 29902<br><br>Telephone Number: 8433796103      Fax Number:  | <h1 style="margin: 0;">INVOICE</h1> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th colspan="2" style="text-align: center;">INVOICE NUMBER</th> </tr> <tr> <td style="width: 50%;"></td> <td style="text-align: center;">7162H1118</td> </tr> <tr> <th colspan="2" style="text-align: center;">DATES</th> </tr> <tr> <td>Invoice Date:</td> <td style="text-align: center;">11/30/2018</td> </tr> <tr> <td>Due Date:</td> <td></td> </tr> <tr> <th colspan="2" style="text-align: center;">REFERENCE</th> </tr> <tr> <td>Internal Order #:</td> <td style="text-align: center;">7162H1118</td> </tr> <tr> <td>Lender Case #:</td> <td></td> </tr> <tr> <td>Client File #:</td> <td></td> </tr> <tr> <td>FHA/VA Case #:</td> <td></td> </tr> <tr> <td>Main File # on form:</td> <td style="text-align: center;">7162H1118</td> </tr> <tr> <td>Other File # on form:</td> <td></td> </tr> <tr> <td>Federal Tax ID:</td> <td style="text-align: center;">57-1093637</td> </tr> <tr> <td>Employer ID:</td> <td></td> </tr> </table> | INVOICE NUMBER |  |  | 7162H1118 | DATES |  | Invoice Date: | 11/30/2018 | Due Date: |  | REFERENCE |  | Internal Order #: | 7162H1118 | Lender Case #: |  | Client File #: |  | FHA/VA Case #: |  | Main File # on form: | 7162H1118 | Other File # on form: |  | Federal Tax ID: | 57-1093637 | Employer ID: |  |
|---|---|----------------|--|--|-----------|-------|--|---------------|------------|-----------|--|-----------|--|-------------------|-----------|----------------|--|----------------|--|----------------|--|----------------------|-----------|-----------------------|--|-----------------|------------|--------------|--|
| INVOICE NUMBER  |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
|   | 7162H1118   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| DATES   |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Invoice Date:   | 11/30/2018  |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Due Date:   |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| REFERENCE   |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Internal Order #:   | 7162H1118   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Lender Case #:  |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Client File #:  |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| FHA/VA Case #:  |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Main File # on form:  | 7162H1118   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Other File # on form:   |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Federal Tax ID:   | 57-1093637  |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Employer ID:  |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| <b>TO:</b><br><br>BEAUFORT COUNTY<br>PO BOX 1228-29901<br>BEAUFORT, SC 29901<br><br>E-Mail:<br>Telephone Number:      Fax Number:<br>Alternate Number:  |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| DESCRIPTION   |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Lender: N/A      Client: BEAUFORT COUNTY<br>Purchaser/Borrower: N/A<br>Property Address: 1 Bostick Cir<br>City: Beaufort      State: SC      Zip: 29902<br>County: BEAUFORT<br>Legal Description: LOT 247 BATTERY POINT S/D PH VIII |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| FEES  | AMOUNT  |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
|   | 350.00  |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| <b>SUBTOTAL</b>   | <b>350.00</b>   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| PAYMENTS  | AMOUNT  |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| Check #:      Date:      Description:<br>Check #:      Date:      Description:<br>Check #:      Date:      Description:   |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| <b>SUBTOTAL</b>   |   |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |
| <b>TOTAL DUE</b>  | <b>\$ 350.00</b>  |                |  |  |           |       |  |               |            |           |  |           |  |                   |           |                |  |                |  |                |  |                      |           |                       |  |                 |            |              |  |

**Sec. 2-514. - Exemption for real property.**

**(a)With prior approval of the county council**, the leasing of real property for governmental use shall be negotiated by the county administrator.

**(b)With prior approval of the county council**, the purchase of real property for governmental use shall be negotiated by the county administrator.

Generally, Real property purchases do not go through Procurement/Purchasing office.

In the case of DSN purchase at issue and Rural and Critical land purchases, outside agents handle the transactions.

2-509 Authority and duties of purchasing director  
(7)

*Acquire and dispose of real property.* Upon request of the county council and subject to its approval of each transaction, perform all delegable functions in connection with acquisition and disposal of real property.

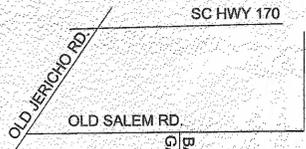
## Sec. 2-509 Authority and duties of purchasing director

(d)(2) County administrator or his designee, over \$10,000.00, but less than \$50,000.00.

## Sec.2-510- **Delegation of authority of purchasing director**

(d)The ratification of an act obligating the county in a contract by any person without the requisite authority to do so by an appointment or delegation under this division rests with the county administrator.

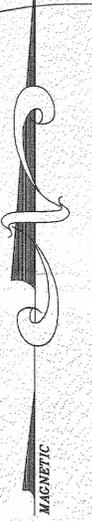
(e)The department head shall prepare a **written determination as to the facts and circumstances surrounding unauthorized procurement, what corrective action is being taken to prevent occurrence, action taken against the individual committing the act, and documentation that the price paid is fair and reasonable.** If the price paid is unreasonable, the individual committing that act may be held pecuniarily liable for the difference.



LOCATION MAP

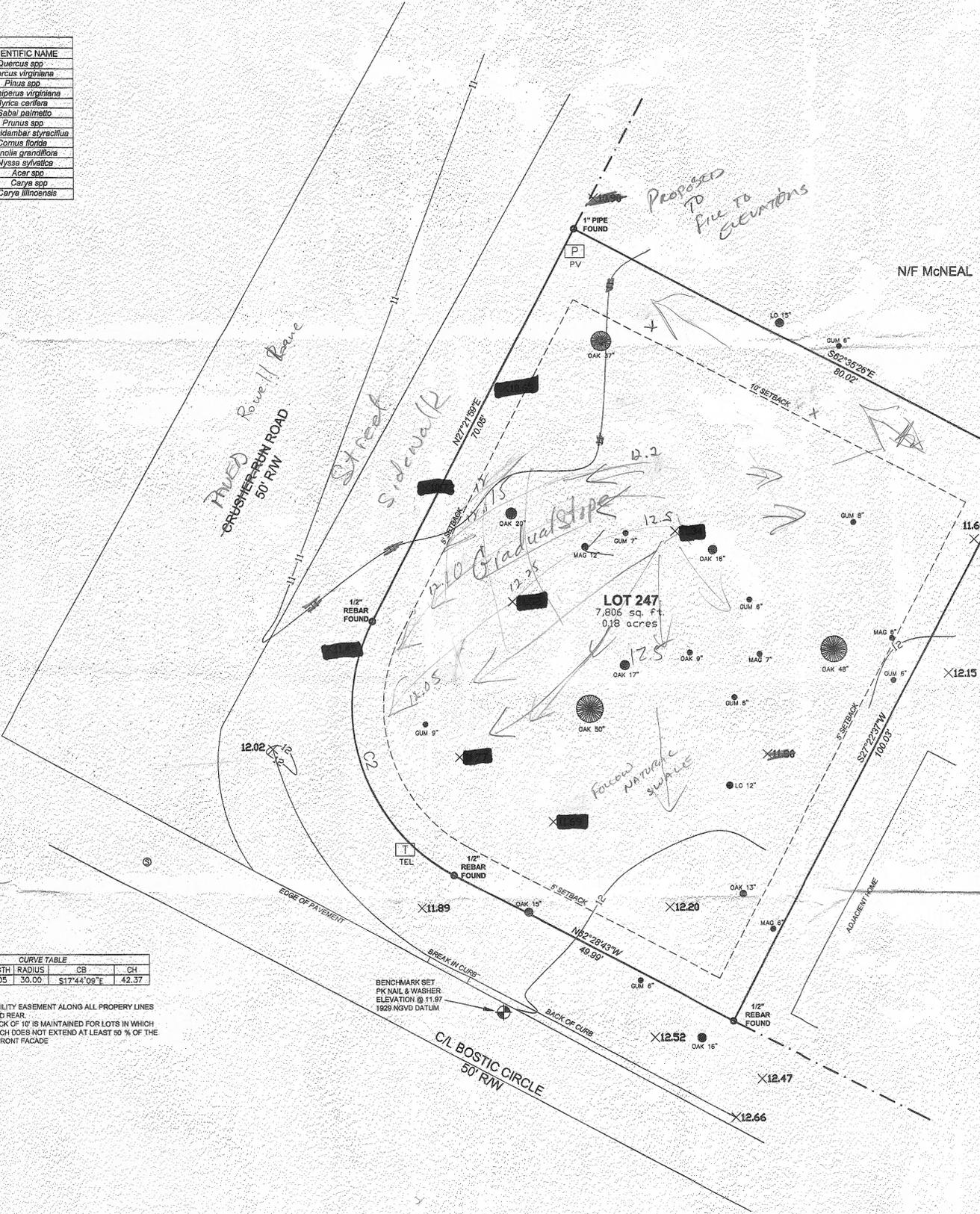
| TREE LEGEND |             |                                |
|-------------|-------------|--------------------------------|
| DESCRIPTION | COMMON NAME | SCIENTIFIC NAME                |
| OAK         | OAK         | <i>Quercus spp</i>             |
| LO          | LIVE OAK    | <i>Quercus virginiana</i>      |
| PN          | PINE        | <i>Pinus spp</i>               |
| CE          | RED CEDAR   | <i>Juniperus virginiana</i>    |
| MYRT        | WAX MYRTLE  | <i>Myrica cerifera</i>         |
| PA          | PALMETTO    | <i>Sabal palmetto</i>          |
| CH          | CHERRY      | <i>Prunus spp</i>              |
| GUM         | SWEETGUM    | <i>Liquidambar styraciflua</i> |
| DW          | DOGWOOD     | <i>Cornus florida</i>          |
| MAG         | MAGNOLIA    | <i>Magnolia grandiflora</i>    |
| SUG         | SUGAR BERRY | <i>Nyssa sylvatica</i>         |
| MA          | MAPLE       | <i>Acer spp</i>                |
| HICK        | HICKORY     | <i>Carya spp</i>               |
| PE          | PECAN       | <i>Carya illinoensis</i>       |

OR Baker



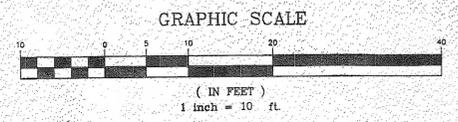
NOTES

1. THE NORTH ARROW SHOWN ON THIS PLAT IS BASED ON MAGNETIC NORTH.
2. THIS PLAT DOES NOT CERTIFY THAT THE INFORMATION SHOWN HEREON COMPLIES WITH LOCAL ZONING REGULATIONS.
3. THIS PLAT REPRESENTS CONDITIONS FOUND ON 4/01/2004 AND DOES NOT REPRESENT CONDITIONS ON ANY OTHER DATE.
4. THE AREA CALCULATIONS SHOWN HEREON WERE DETERMINED BY THE COORDINATE METHOD.
5. THE PRESENCE OR ABSENCE OF REGULATED NATURAL RESOURCES SUCH AS BUT NOT LIMITED TO CRITICAL AREAS, FRESHWATER WETLANDS, SPECIMEN TREES, ETC. WAS NOT DETERMINED AT THIS TIME OTHER THAN THOSE SHOWN HEREON AND CERTIFIED OR APPROVED BY THE APPROPRIATE REGULATORY AGENCY.
6. THE PRESENCE OR ABSENCE OF UNDERGROUND UTILITY FEATURES WAS NOT DETERMINED AT THIS TIME OTHER THAN THE INFORMATION SHOWN HEREON.
7. THE VERTICAL DATUM IS 1929 NGVD.



| CURVE TABLE |        |        |             |       |
|-------------|--------|--------|-------------|-------|
| CURVE       | LENGTH | RADIUS | CB          | CH    |
| C2          | 47.05  | 30.00  | S17°44'09"E | 42.37 |

NOTE:  
THERE IS A 5' UTILITY EASEMENT ALONG ALL PROPERTY LINES FRONT, SIDE AND REAR.  
A FRONT SETBACK OF 10' IS MAINTAINED FOR LOTS IN WHICH THE FRONT PORCH DOES NOT EXTEND AT LEAST 50% OF THE WIDTH OF THE FRONT FACADE



**FLOOD ZONE DETERMINATION**  
THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "C" AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 450025 0069D, DATED SEPTEMBER 29, 1986 INDEX DATED NOVEMBER 4, 1992.  
THIS FLOOD ZONE DETERMINATION SHOULD BE VERIFIED BY THE APPROPRIATE BUILDING CODES OFFICE BEFORE ANY DESIGN OR CONSTRUCTION BEGINS.

NOT FOR RECORDING



TREE AND TOPOGRAPHIC SURVEY OF  
TAX PARCEL R120-029-00A-0272  
LOT 247 PHASE VIII OF BATTERY POINT SUBDIVISION  
BEAUFORT COUNTY, SOUTH CAROLINA  
PREPARED FOR DEB REGEZ

JOB # 1553  
FIELD BOOK: 31/48  
FIELD CREW: CB/MK  
DATE OF FIELD WORK: 04/01/2004  
DRAFTER: JG  
DATE: 4/13/2004  
REVISION #1  
DEED REFERENCES: 826/2309, 1901/237, 1904/371-373  
PLAT REFERENCES: 54/198, 54/107, 62/19, 65/105

LAND RESOURCE CONSULTANTS  
POST OFFICE DRAWER 1366  
BEAUFORT, SOUTH CAROLINA 29901-1366  
40 "D" SHANKLIN ROAD, BURTON, SC 29906  
(843) 466-0041



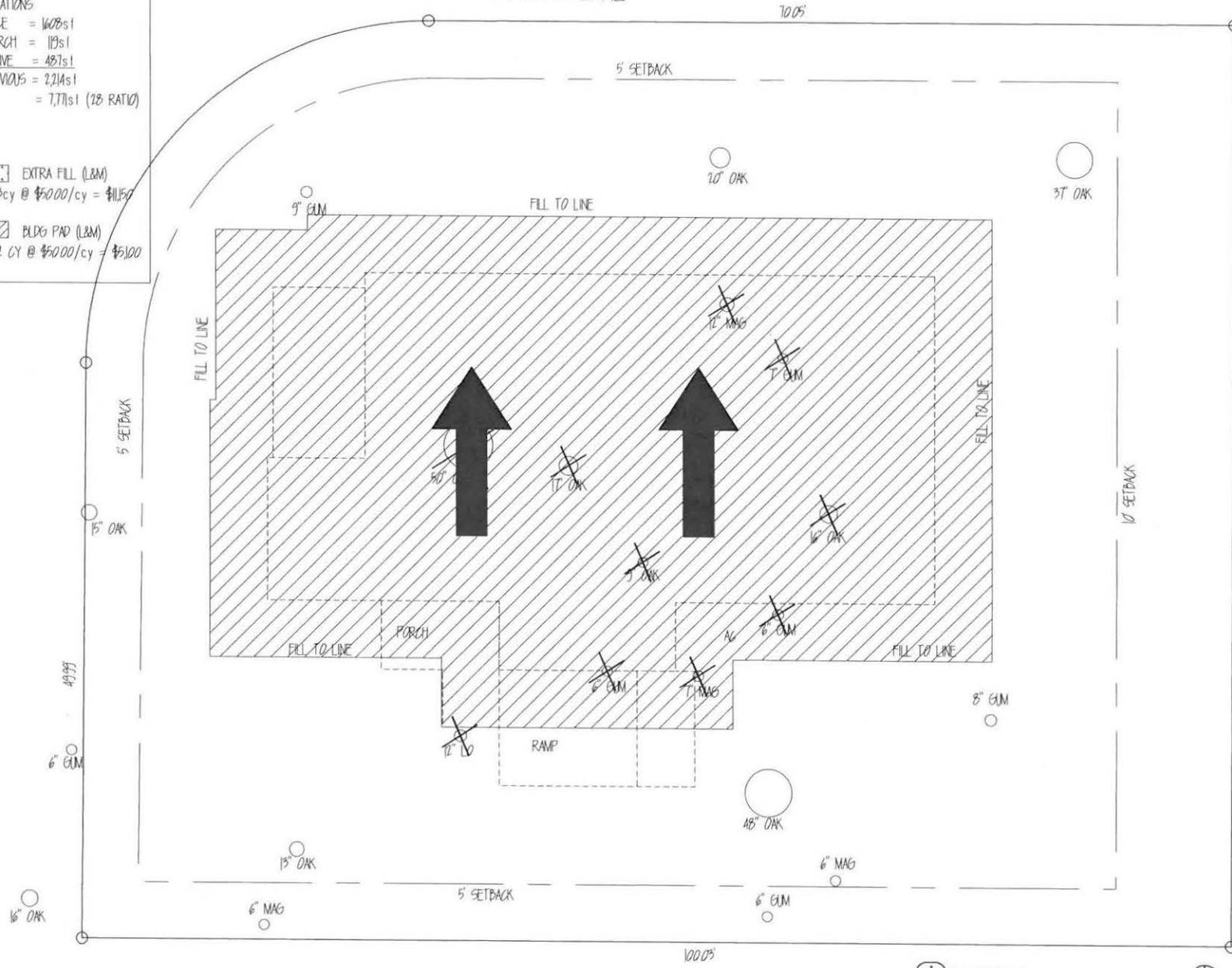
AREA CALCULATIONS  
 HEATED SPACE = 1608s1  
 COVERED PORCH = 119s1  
 WALKS & DRIVE = 487s1  
 TOTAL IMPERVIOUS = 2,214s1  
 LAND AREA = 7,771s1 (28 RATIO)

EXTRA FILL (L&M)  
 607s1 = 213cy @ \$5000/cy = \$1,065,000

BLDG PAD (L&M)  
 2,75s1 = 107 CY @ \$5000/cy = \$535,000

ROWELL LANE

BOSTIC CIRCLE



**SITE LAYOUT PLAN  
 #1 BOSTIC CIRCLE  
 BATTERY POINT S/D**  
 BEAUFORT, SOUTH CAROLINA

**MARK W. SUTTON,  
 ARCHITECT**  
 #721 LANDING OIL  
 FORT ROYAL LANDING MARINA  
 FORT ROYAL, SC 29935  
 (843) 310-9848

CONSULTANTS

REVISIONS

|             |               |
|-------------|---------------|
| DATE        | 2/8/18        |
| PROJECT NO. | BOSTIC CIRCLE |
| DRAWN BY    | SUTTON        |
| CHECKED BY  | SUTTON        |

SHEET TITLE  
 BUILDING PAD

**C100**

C100 SITE LAYOUT PLAN  
 C100 1/2" = 1'-0"

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**MISCELLANEOUS PERMIT  
CITY OF BEAUFORT, SOUTH CAROLINA**

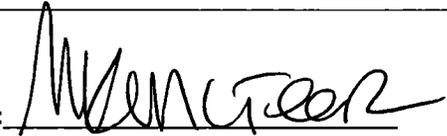
1911 Boundary St., Beaufort, SC 29902  
PH: (843) 525-7040 – FAX: (843) 986-5606 – INSPECTION LINE: (843) 525-7041

|                         |                           |
|-------------------------|---------------------------|
| DATE ISSUED: 03/08/2017 | APPLICATION : 14718       |
| COST OF PROJECT: \$0    | TOTAL PERMIT FEES: \$0.00 |
| IMPACT FEE: \$          |                           |

|   |  |
|---|--|
| CONTRACTOR: BY, OWNER                           | CONTRACTOR ADDRESS: BEAUFORT, SC 29902 |
| ADDRESS: 1 BOSTICK CIR                          |  |
| DIST/MAP/PARCEL: R12002900A02720000             |  |
| FLOOD ZONE :                                    | ELEVATION REQUIRED:                    |
| TYPE OF CONSTRUCTION: MISCELLANEOUS             |  |
| ZONE: SETBACKS: FRONT:0.00 SIDE:0.00 REAR: 0.00 |  |

| <u>IMPORTANT INFORMATION</u>   | <u>INSPECTIONS</u> |
|--|--------------------|
| <p><b>SITE WORK ONLY- FILL LOWER BACK TO GRADE (FORWARD TO STREET SEWER ON BOSTICK)</b></p> <p><b>APPROVED PER N. DESAI</b></p> <p><b>CONDITIONS:</b></p> <p>1. PLEASE NOTIFY OUR OFFICE OF THE CONTRATOR NAME WHEN DECIDE WHO YOU'RE HIRING.</p> <p><b>NOTES:</b></p> <p>1. PERMITS EXPIRE AFTER 180 DAYS FROM THE LAST INSPECTION. A NEW PERMIT WILL BE REQUIRED.</p> <p>2. WINDOWS SHALL NOT BE COMPLETELY COVERED DURING RENOVATIONS – A MIN. OF 3 FT X 3 FT OPENING REQUIRED.</p> |                    |

SIGNATURE APPLICANT: \_\_\_\_\_

BUILDING OFFICIAL: 



City of Beaufort, South Carolina

# MISCELLANEOUS PERMIT

Permit No.: 170404 Date: 3/8/17

Address: 1 Bostwick Ave

Contractors: TBD

Description: Site work - fill lower back to  
grade - Forward  
to street

**POST ON JOB**