



**The Town of Hilton Head Island  
Regular Town Council Meeting**

**March 1, 2016**

**4:00 P.M.**

**BENJAMIN M. RACUSIN COUNCIL CHAMBERS  
AGENDA**

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**As a Courtesy to Others Please Turn Off/Silence All Mobile Devices During  
the Town Council Meeting**

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- 1) Call to Order**
- 2) Pledge to the Flag**
- 3) Invocation**
- 4) FOIA Compliance** – Public notification of this meeting has been published, posted and distributed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.
- 5) Proclamations and Commendations**  
Information Technology Task Force Recognition
- 6) Approval of Minutes**
  - a. Town Council Meeting, February 16, 2016
- 7) Report of the Town Manager**
  - a. Semi-Annual Update of the Planning Commission – Alex Brown, Chairman
  - b. Palmetto Electric Overhead to Underground Burial Project Update
  - c. Town Manager's Items of Interest
    - (1) Town News
    - (2) Noteworthy Events
- 8) Reports from Members of Council**
  - a. General Reports from Council
  - b. Report of the Intergovernmental Relations Committee – Bill Harkins, Chairman
  - c. Report of the Community Services Committee – Kim Likins, Chairman
  - d. Report of the Public Planning Committee – Tom Lennox, Chairman
  - e. Report of the Public Facilities Committee – Lee Edwards, Chairman
  - f. Report of the Public Safety Committee - Marc Grant, Chairman

- g. Report of the Finance and Administrative Committee - John McCann, Chairman
- h. Report of the Circle to Circle Committee - Tom Lennox, Town Council Liaison

**9) Appearance by Citizens**

**10) Unfinished Business**

**None.**

**11) New Business**

**a. First Reading of Proposed Ordinance 2016-03**

First Reading of Proposed Ordinance 2016-03 of the Town of Hilton Head, South Carolina, authorizing the execution of a purchase and sale agreement and the execution of a deed for the sale of approximately 1.106 acres of real property along Dunnagan's Alley to the Village At Wexford Owners Association, Inc. pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

**b. First Reading of Proposed Ordinance 2016-04**

First Reading of Proposed Ordinance 2016-04 of the Town of Hilton Head Island, South Carolina, to amend Title 2 General Government and Administration of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Chapter 5 (Meetings of Council And Rules Of Procedure) Section 2-5-50, Agenda and Order of Business; and providing for severability and an effective date.

**c. First Reading of Proposed Ordinance 2016-05**

First Reading of Proposed Ordinance 2016-05 of the Town of Hilton Head, South Carolina, authorizing the execution of a sale and purchase agreement and related documents for the sale of approximately 0.59 acres of real property on William Hilton Parkway to PWK Enterprises, LLC, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

**d. Consideration of a Recommendation – Public Art Site Selection**

Consideration of a Recommendation that Town Council approve the new Coligny Park, the old Gullah Market, and the NW corner of Squire Pope Road and William Hilton Parkway as potential sites for placement of Public Art on Hilton Head Island.

**e. Consideration of a Recommendation**

Consideration of a Recommendation Town Council endorse the County's recommended alternative solution (2-A, also known as the Restricted Crossing U-Turn or Super Street option) for transportation safety and access management improvements along US 278 on Jenkins Island.

**12) Executive Session**

**a. Land Acquisition**

Discussion of negotiations incident to the proposed sale, lease or purchase of property:

- 1) related to parcels located on Dunnagan's Alley. (Item 11.a. above)
- 2) related to a parcel on US 278 near Mathews Drive. (Item 11.c. above)

**b. Legal Matters**

Receipt of Legal Advice

- 1) related to pending litigation concerning the USCB Campus on Hilton Head Island.
- 2) related to a potential settlement agreement with Kigre, Inc.

**13) Possible actions by Town Council concerning matters discussed in Executive Session.**

**a. Consideration of a potential settlement agreement with Kigre, Inc.**

**14) Adjournment**

**THE TOWN OF HILTON HEAD ISLAND**  
**REGULAR TOWN COUNCIL MEETING**

**Date:** Tuesday, February 16, 2016

**Time:** 4:00 P.M.

**Present from Town Council:** David Bennett, *Mayor* Bill Harkins, *Mayor Pro Tem*; Marc Grant, Tom Lennox, Kim Likins, John McCann, Lee Edwards, *Council Members*

**Present from Town Staff:** Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Jill Foster, *Deputy Director of Community Development*; Scott Liggett, *Director of Public Projects & Facilities/Chief Engineer*; Jeff Buckalew, *Town Engineer*; Darrin Shoemaker, *Traffic & Transportation Engineer*; Brad Tadlock, *Fire Chief*; Brian Hulbert, *Staff Attorney*; Susan Simmons, *Director of Finance*; John Troyer, *Deputy Finance Director*; Melissa Cope, *Systems Analyst*; Vicki Pfannenschmidt, *Executive Assistant/Town Clerk*; Steve Riley, *Town Manager* arrived late and participated in Executive Session.

**Present from Media:** Don McLoud, *Island Packet*

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**1) CALL TO ORDER**

Mayor Bennett called the meeting to order at 4:00 p.m.

**2) PLEDGE TO THE FLAG**

**3) INVOCATION**

**4) FOIA Compliance** – Public notification of this meeting has been published, posted and distributed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

**5) Proclamations and Commendations**

None

**6) Approval of Minutes**

**a. Town Council Meeting, January 19, 2016**

The minutes of the January 19, 2016 regular Town Council meeting were unanimously approved by a vote of 7-0.

**b. Town Council Workshop, February 8, 2016**

The minutes of the February 8, 2016 Town Council Workshop were unanimously approved by a vote of 7-0.

**7) Report of the Town Manager**

**a. Semi-Annual Update of the Parks and Recreation Commission – Heather Rath, Chairman**

Chairman Rath updated Town Council regarding the status of various areas that fall under the Parks and Recreation Commission, as well as the previous six months of Committee activity.

**b. Semi-Annual Land Acquisition Update**

Mr. DeLoach stated the update was in the packet and if Council had any questions, staff would be available.

**c. Town Manager's Items of Interest**

Mr. DeLoach reported on the items of interest below.

(1) Town News

(2) Noteworthy Events

**8) Reports from Members of Council**

**a. General Reports from Council**

Mr. McCann congratulated Mr. Lennox regarding the coordination of the Visioning Process meetings. He stated all benefited from his hard work and thanked Mr. Lennox.

Mr. McCann asked if the Town had a policy or ordinance on annexation. Mr. DeLoach replied that the process of annexation is set forth in State Law. Mr. McCann stated the subject came up at the recent MASC meeting.

Mr. McCann reported that the Island Recreation Association conducted a presentation today at the Finance and Administrative Committee meeting and he gave the information to the Mayor.

Mr. McCann suggested the Appearance by Citizens agenda item be moved to take place after New Business. Mr. DeLoach stated the order of the agenda is set forth in the Town Municipal Code. He said if Council would like to make a permanent change, they may wish to consider a proposed ordinance making the change. After Council discussion, Mr. McCann moved to move Appearance by Citizens to after New Business as a future permanent ordinance. Mr. Harkins seconded. The motion was approved by a vote of 7-0.

Mr. Grant informed Council he attended a meeting on Saturday in reference to a community action group working on non-violence on the Island. He stated there were speakers at the 1<sup>st</sup> African Baptist Church informing attendees what they can do to encourage their children to make wiser decisions. There will be another meeting held on March 12 at the Boys and Girls Club from 11:00 a.m. to 1:00 p.m. with various business leaders speaking. He stated they would like a variety of children from ages 13-25 in attendance to be made aware of the opportunities available to them once they graduate from high school.

**b. Report of the Intergovernmental Relations Committee – Bill Harkins, Chairman**

Mr. Harkins stated the Committee met with Senator Davis at their recent meeting. Senator Davis shared his views and actions he is promoting regarding the SCDOT. Mr. Harkins added that they discussed the Jasper Port and the potential economic impact it will have in the area and on Hilton Head Island.

Mr. Harkins stated he had the opportunity to represent Mayor Bennett at a business luncheon in Savannah last week and Mayor DeLoach expressed his interest in opening up a discussion with the Mayor and others looking at the potential connectivity between Hilton Head Island and Savannah.

**c. Report of the Community Services Committee – Kim Likins, Chairman**

Mrs. Likins stated the Committee met on February 8 and completed a detailed review of the Arts & Cultural Strategic Planning Committee final report focusing on the three recommendations from the Committee within the report. She reviewed the recommendations and noted ways they are working on following through. Mrs. Likins noted that New Business Item 11.a is a recommendation of the Committee. She explained the litmus test for what they are presenting was basically if this Venue Committee answers all of the questions, will they have all the information needed to make a recommendation. Mrs. Likins stated that as a result quite a bit of information was placed in the resolution so the Committee will be able to come to the answers for all of the objectives. She added she will be asking to amend one of the goals

**d. Report of the Public Planning Committee – Tom Lennox, Chairman**

Mr. Lennox stated that during the past week there was a series of 14 meetings over two and one half days and three of the meetings were special meetings of the Public Planning Committee. He said Mr. Steven Ames of Ames Group Consulting was introduced to approximately 100 people to gather input regarding the visioning process, to gather feedback on what has been done so far and how that may be applicable in what is chosen to do going forward. Mr. Lennox stated he expects to receive the product of Mr. Ames' work early next week and it will be discussed at the upcoming Public Planning Committee meeting to be held on March 3. Mr. Lennox thanked Jill Foster, Lynn Buchman and Tom Fultz for their coordination of the meetings.

**e. Report of the Public Facilities Committee – Lee Edwards, Chairman**

Mr. Edwards reported the Committee met on January 25 to discuss the proposed fishing ban on the beach. He said they received input from George Burgess, Director of the Florida Program for Shark Research, Peter Boyles, South Carolina Department of Natural Resources, representatives of various fishing clubs and the Waddell Mariculture Center and all stated they were not aware of any correlation between shark attacks and fishing on the beach. He explained that as a result the Committee decided not to make a recommendation to the full Town Council to take up the fishing ban. He added that they also had a detailed report from Scott Liggett pertaining to the beach renourishment project. Mr. Edwards stated Mr. Liggett gave a full history of the program and current activities which was very informative and enlightening. He said the Town of Hilton Head Island beach renourishment program is not only unique in South Carolina, but it is unique in the entire country, as well as being the best managed and funded program.

**f. Report of the Public Safety Committee - Marc Grant, Chairman**

Mr. Grant stated the Committee held two meetings since the last Town Council meeting. He said they held a special meeting on January 20 to provide answers to many questions asked in reference to crime stats in the North Forest Beach area. He said that during the meeting, Town staff provided answers to many questions and concerns dealing with condos, lockouts and the State Fire Marshal and at the end of the meeting, it was decided a task force should be created and invite the State Fire Marshal to come to address specific issues that deal with lockouts. He said there was a suggestion to create the task force first and then invite the State Fire Marshal to a meeting so he wouldn't have to come to Hilton Head Island twice. He added the Committee also met on February 1 and Chief Tadlock presented his annual report and reviewed the details and discussion ensued regarding increases in calls and the causes. Mr. Grant said open burning was also addressed regarding enforcement, data and adjustments in scheduling. Chief Tadlock also updated the Committee on recent awards and activities of the department. Captain Woodward of the Beaufort County Sheriff's Office was also present and he reviewed the Fourth Quarter Crime Stats with the Committee in detail. Mr. Grant stated that Captain Woodward also addressed procedures that should be taken regarding suspicious activity around schools.

**g. Report of the Finance and Administrative Committee - John McCann, Chairman**

Mr. McCann reported the Committee met earlier in the day and the Accommodations Tax Advisory Committee would be coming forward to Town Council with a recommendation regarding handling out-of-cycle Accommodations Tax Grant requests. He added they also discussed the first quarter DMO metrics which will be available after the first quarter which is March 31 and be presented to the Finance and Administrative Committee at the April meeting.

**h. Report of the Circle to Circle Committee - Tom Lennox, Town Council Liaison**

Mr. Lennox said the Committee met February 10 and the direction of the Circle to Circle is starting to take much more significance than in the past. He said the Urban Planning Consultant was introduced and the Committee discussed the process the Design Workshop, Inc. will use to create a plan that achieves consensus from the Committee. He stated they also discussed the current vision and asked the question if it reflects what people are currently thinking and discussion of any inconsistencies in previous planning documents and community meetings. They also discussed and documented the critical success factors, metrics, and barriers in creating a successful vision plan as well as barriers to acceptance to the planning ideas throughout the community. Finally, there was a discussion to confirm the stakeholder interviews with Design Workshop, Inc. He said the next meeting will be held on February 24 at 8:30 in Council Chambers.

**9) Appearance by Citizens**

Skip Hoagland addressed Council regarding free speech, the Hilton Head Island-Bluffton Chamber of Commerce, lawsuits, legal services and procurement.

Dr. Karl Engelman previously registered, was called on and was not present to speak.

## 10) Unfinished Business

None.

## 11) New Business

### a. Consideration of a Resolution – Venue Committee

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, creating the Venue Committee as a sub-committee of the Community Services Committee; and providing a goal and objectives for the committee.

Mrs. Likins moved to approve with change in definition of the first goal on page 2 of the resolution and page 1 of the Scope of Work. She noted changes as follows (additions are underlined):

- Recommend, if substantiated, the Structure, Cost and Funding of Venue(s), and operational sustainability, which satisfy the needs of the Community and the Arts, Cultural and History organizations, maximizing the return on investment for the Town and its citizens and fulfill the Capital Sales Tax requirements, if so available. This should include specific recommendations regarding the Arts Center of Coastal Carolina's venue requirements.

Mr. McCann seconded.

Mr. McCann suggested membership of the committee should include a representative of the Native Islander and the Hispanic Community. Mrs. Likins explained they had done that in the past and no one from those communities applied and they didn't want to have empty seats on the Committee when created. Mr. Lennox noted he would support the resolution but stated he felt it was too specific and may be a hindrance to the Committee in moving forward.

Mary Amonitti addressed Council regarding the requirements for membership on the Committee.

The motion was unanimously approved by a vote of 7-0.

### b. Consideration of a Recommendation – USCB-John Salazar/Clemson Analysis

Consideration of a Recommendation of a USCB-John Salazar/Clemson Analysis estimating the effect of a Hilton Head Island performing arts center on property values with an emphasis on residential property.

Mr. Harkins moved to approve. Mr. McCann seconded. Dr. Salazar and Dr. Carey conducted an in-depth presentation of the study and how the model works and answered questions from Council. After lengthy discussion as to whether the study would supply the information needed, Mayor Bennett said he would like to refer the item back to the Finance and Administrative Committee to come up with proposals from firms to address the following:

1. The value in the community today from Arts, Cultural and Historical organizations operating just as they are and understand what that answer is.



Mayor Bennett stated a second question that would be best answered at a point and time in the future when the Venue Committee and whatever additional assistance they are going to need has results is to understand more of what the Town would propose to build, if they move forward and how that product would cause the Arts, Cultural and Heritage organizations in our community to respond with enhanced offerings. And then once both components are understood, use that to assess the increase or potential increase in property values across the Island. Council voted unanimously (7-0) to refer the item back to the Finance and Administrative Committee.

**12) Executive Session**

Mr. DeLoach stated the Town Manager needed an executive for discussion of negotiations incident to the proposed sale, lease or purchase of property related to granting an easement on a parcel near the corner of Dillon Road and Summit Drive; related to a parcel on Squire Pope Road; related to a parcel in the Stoney area; and related to a parcel in the Coligny Area; and for receipt of legal advice related to pending litigation concerning permitting procedures and related to Sea Pines beach issues.

At 6:12 p.m. Council voted unanimously (7-0) to go into executive session for reasons as stated by the Assistant Town Manager.

**13) Possible actions by Town Council concerning matters discussed in executive session.**

Mayor Bennett called the meeting back to order at 7:26 p.m. and stated there was no action taken during executive session and no business to take up as a result of executive session.

**14) Adjournment**

Mayor Bennett adjourned the meeting at 7:26 p.m.

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Vicki L. Pfannenschmidt  
Executive Assistant/Town Clerk

Approved:

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David Bennett, Mayor



# ITEMS OF INTEREST

## MARCH 1, 2016

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### Noteworthy Events

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Some of the upcoming meetings at Town Hall:

- Planning Commission – March 2, 2016, 9:00 a.m.
- Public Planning Committee – March 3, 2016 – 3:00 p.m.
- Public Safety Committee – March 7, 2016, 10:00 a.m.
- Design Review Board – March 8, 2016, 1:15 p.m.
- Circle to Circle Committee – March 9, 2016, 8:30 a.m.
- Parks and Recreation Commission – March 10, 2016, 3:30 p.m.
- Community Services Committee – March 14, 2016, 9:00 a.m.
- Intergovernmental Relations Committee – March 14, 2016, 10:00 a.m.
- Finance and Administrative Committee – March 15, 2016, 2:00 p.m.
- Town Council – March 15, 2016, 4:00 p.m.

(Additional meetings may be scheduled and all meetings are subject to change and/or cancellation. Please visit the Town of Hilton Head Island website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) for Committee meeting dates and agendas.

### 2016 Hilton Head Island Events

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March 5, 2016 9:30am – 12:30pm	FCA Spring Service Day	Chaplin Park
March 5, 2016 11:00am-6:00pm	Hilton Head Island Seafood Festival	Shelter Cove Community Park
March 12, 2016 8:00am-9:30am	Hilton Head Island Shamrock Run	Heritage Plaza/Coligny Plaza
March 12, 2016 11:00am-4:00pm	Hilton Head Island Wine & Food Festival	Harbour Town



# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**FROM:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** February 1, 2016  
**SUBJECT:** Village at Wexford Request to Purchase Town Land

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**Recommendation:** Staff recommends the Town Council approve the sale of 1.1 acres of Town owned land to the owners of the Village at Wexford POA for \$100 plus the cost of any legal fees associated with the sale capped at \$2,000.

**Summary:** The Town has received a request from the Village at Wexford to place signs on Town property at two of their rear entrances on Dunnagans Alley. The Town currently owns approximately 1.1 acres along the rear of the Village at Wexford where these signs would be placed. This land is predominantly occupied by parking for this shopping center, their dumpsters and three access drives onto Dunnagans Alley. The shopping center has easements on this Town property permitting this use. Additionally, Santee Cooper has an easement for their power line on this property. This land was acquired by the Town when they purchased the right of way for the creation of this section of Dunnagans Alley.

**Background:** The Town was originally approached by the owners of the Village at Wexford about obtaining an easement over Town property to place signs identifying the shopping center at two of these rear entrances on Dunnagans Alley. This 1.1 acres at the rear of the shopping center is predominantly occupied by parking for this shopping center, their dumpsters and three access drives onto Dunnagans Alley, as well as a Santee Cooper power line. The Town has no use for this property and it predominantly functions as part of the shopping center. Therefore, staff recommended selling this property rather than granting an easement for these signs. At its May 19, 2015 meeting, the Town Council voted to sell this 1.1 acres parcel to the Village at Wexford POA at a price to be determined based on deed restrictions necessary to affect any future Town public works projects. The proposed sales price is \$100 plus the cost of legal fees not to exceed \$2,000. Also the contract allows the Town to retain the right to enter the property for potential public projects such as pathways and storm water improvements.





TOWN OF HILTON HEAD ISLAND  
 ONE TOWN CENTER COURT  
 HILTON HEAD ISLAND, S.C. 29928  
 PHONE (843) 341-4600

04/22/2015

## Town of Hilton Head Island

### Village at Wexford Parcel

0 40 80 160 240 320 Feet

1 inch = 250 feet



This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion.



**AN ORDINANCE OF THE TOWN OF HILTON HEAD, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND THE EXECUTION OF A DEED FOR THE SALE OF APPROXIMATELY 1.106 ACRES OF REAL PROPERTY ALONG DUNNAGAN'S ALLEY TO THE VILLAGE AT WEXFORD OWNERS ASSOCIATION, INC. PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. § 5-7-40 (SUPP. 2011), AND § 2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**LEGISLATIVE FINDINGS**

WHEREAS, the Town of Hilton Head Island (hereinafter "Town") owns approximately 1.106 acres of real property known as all or a portion of R552-015-000-001B-0000 ("Property"), which is located on Hilton Head Island, Beaufort County, South Carolina; and,

WHEREAS, the Town has agreed to sell the Property to The Village at Wexford Owners Association, Inc. in accordance with the terms and conditions set forth in that certain Purchase and Sale Agreement, a copy of which is attached hereto as Exhibit "A" (the "Agreement"); and,

WHEREAS, under the provisions of S.C. Code Ann. § 5-7-40 (SUPP. 2011) and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983), the conveyance or granting of an interest in real property owned by the Town of Hilton Head Island must be authorized by Ordinance.

**NOW THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL, AS FOLLOWS:**

***Section 1.*** Execution of Agreement.

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Agreement in a substantially similar form to that attached hereto as Exhibit "A" for the conveyance of Town-owned real property to The Village at Wexford Owners Association, Inc.; and

- (b) The Mayor and/or Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the transactions contemplated in the Agreement as authorized hereby, including the execution and delivery of the Deed and all other documents called for in the Agreement.

***Section 2.*** Severability.

If any section, phrase, sentence or portion of this Ordinance is, for any reason, held or deemed to be invalid or unconstitutional by any court of competent jurisdiction, then such section, phrase, sentence or portion shall be deemed a separate, distinct and independent provision and shall not affect the remaining portion thereof.

***Section 3.*** Effective Date.

This Ordinance shall become effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

(SIGNATURE PAGE FOLLOWS)

**PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN  
OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2016.**

\_\_\_\_\_  
David Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Victoria L. Pfannenschmidt, Town Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
Gregory M. Alford, Town Attorney

Introduced by Council Member: \_\_\_\_\_

## Exhibit “A”



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

## PURCHASE AND SALE AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between Town of Hilton Head Island, South Carolina ("Seller"), and The Village at Wexford Owners Association, Inc. ("Purchaser").

WITNESSETH:

1. SALE-PURCHASE; PROPERTY DESCRIPTION. For and in consideration of the mutual covenants and promises set forth in this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, that certain property consisting of approximately 1.106 acres as bounded in red on the attached Exhibit “A” (and by this reference made a part of this Agreement) (the “Property”), located on Hilton Head Island in Beaufort County, State of South Carolina, together with all improvements, tenements, declarant rights, hereditaments and appurtenances pertaining thereto. Said conveyance shall be made subject to Seller’s reservations of rights as more particularly set forth herein below.

2. PURCHASE PRICE. The purchase price for the Property (the "Purchase Price") is ONE HUNDRED AND NO/100 (\$100.00) DOLLARS. At closing, Purchaser shall pay to Seller the Purchase Price in cash, wire transfer, cashier's check or attorney's escrow check; subject, however, to adjustments and prorations as provided in this Agreement. Purchaser has also agreed to pay Seller's reasonable attorneys' fees and costs incurred relative to this Agreement and the transaction(s) contemplated herein, in an amount up to Two Thousand and 00/100 Dollars (\$2,000.00).

### 3. RESERVATION OF RIGHTS AND WAIVER

3.01. Seller shall retain the right to enter upon the Property for the purpose of installing, constructing and maintaining existing and/or future signage, pedestrian walkways and/or bicycle pathways, and storm water drainage (the "Public Works"), so long as the Public Works do not encroach upon or interfere with the quiet enjoyment of the improvements now or later constructed upon the Property and further provided that Seller shall give One Hundred and Twenty (120) days written notice to Purchaser of its intent to undertake such Public Works, which notice shall include a description of the Public Works so contemplated in sufficient detail, to include a scale rendering, illustrating the location of same, and certifying that the Public Works shall not interfere with the Purchaser's use of the Property. Except as provided for herein, Purchaser waives the right to approve or disapprove construction or improvements, rights of architectural review, or the right to collect any assessments or money of any nature with respect to the Public Works.

3.02. Nothing contained herein shall impose any restriction on Seller's ability, to the extent such ability exists at law, to pursue a condemnation action for such other public purpose(s) as it may require, provided that just and adequate compensation be paid in accordance with any and all applicable statutory provisions governing same; and in such case, neither party shall be estopped from asserting their statutory or common law rights regarding condemnation of the Property.

3.03. The language contained in Articles 3.01 and 3.02 shall be included in any deed(s) to be executed and delivered in connection with the transactions contemplated in this Agreement.

4        CLOSING. This transaction shall be "closed" and title to the Property shall be conveyed from Seller to Purchaser by delivery of a Quitclaim Deed from Seller to Purchaser (referred to herein as the "Closing") on the Closing Date at the Office of Purchaser's attorney or at such other place which Purchaser and Seller shall otherwise mutually agree upon in writing. The date of Closing, unless otherwise modified or extended pursuant to the provisions of this Agreement or otherwise mutually agreed upon in writing between Purchaser and Seller, shall be on or before March 31, 2016. At Closing, Seller shall deliver to Purchaser a Quitclaim Deed and a Certified copy of the Ordinance duly adopted by the Seller authorizing the transaction contemplated by this Agreement.

5. DEFAULT BY PURCHASER. Except as may be otherwise expressly provided herein to the contrary with respect to any specific act or omission, if the transaction contemplated herein does not close by reason of Purchaser's failure to perform its obligation to make settlement in accordance with the terms, conditions and agreements contained in this Agreement, then, upon Seller's demand, as Seller's sole remedy hereunder, Seller shall be entitled to receive ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, as agreed upon and liquidated damages on account of such breach by Purchaser (it being understood and agreed by both Purchaser and Seller that such amount is a fair and reasonable measure of the damages to be suffered by Seller in the event of such default by Purchaser, the exact amount thereof being incapable of ascertainment), whereupon both Purchaser and Seller shall be relieved from any further obligations or liabilities arising under or out of this Agreement.

6. DEFAULT BY SELLER. Except as may be otherwise expressly provided herein to the contrary with respect to any specific act or omission, if Seller defaults in the performance of any of Seller's obligations, covenants or agreements contained in this Agreement, then, Purchaser shall be entitled to pursue a claim against Seller including, but not limited to an action for damages or specific performance. The provisions of this Paragraph 6 shall specifically survive the termination of this Agreement.

7. CONDITIONS OF PURCHASER'S OBLIGATIONS. All of the representations and warranties of Seller set forth in this Agreement shall be true on and as of the Closing in all respects, as though such representations and warranties were made at and as of the Closing; and all covenants, agreements and documents required of Seller pursuant to this Agreement shall have been performed, complied with or delivered (as the case may be) in accordance with this Agreement. Should any representation or warranty of Seller prove untrue on and as of the Closing, Purchaser's obligation to purchase shall terminate.

8. REPRESENTATIONS AND WARRANTIES OF SELLER. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller represents and warrants (which representations and warranties shall survive the Closing and the delivery of the Deed), to Purchaser as follows:

8.01 Seller, as of the date of Closing, will have all requisite legal power and authority to execute and deliver the Deed to be delivered pursuant to this Agreement. The individual or individuals executing this Agreement on behalf of Seller have and as of the date of Closing, will have express authority and full power on behalf of Seller to enter into and deliver this Agreement and the Deed.

8.02 After the Effective Date of this Agreement, Seller shall not grant any easements or rights of way or enter into any covenants or agreements concerning the Property or in any other way affect title to the Property without the prior written consent of Purchaser, which consent shall not be unreasonably withheld.

9. BROKERS. Purchaser and Seller warrant and represent to the other that each party has dealt with no real estate broker entitled to a sales commission in this matter. The provisions of this Paragraph 9 shall survive the Closing and the delivery of the Deed.

10. DATE OF AGREEMENT. The date of this Agreement ("Effective Date") shall be the date when this Agreement is fully executed and delivered to both parties.

11. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. ATTORNEY'S FEES AND COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they might be entitled.

13. NOTICES. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either hand delivered, delivered by overnight courier or mailed through the United States Postal Service by certified or registered mail, return receipt requested, to the party to which the notice, demand, request or communication is being made, as follows:

To Seller:                      Town of Hilton Head Island, South Carolina  
Stephen G. Riley, ICMA-CM, Town Manager  
One Town Center Court  
Hilton Head Island, S.C. 29928

With a copy to:              Mitchell J. Thoreson, Esquire  
Alford & Thoreson, LLC  
P.O. Drawer 8008  
Hilton Head Island, SC 29938

To Purchaser:                The Village at Wexford Owners Association, Inc.  
c/o William L. Bosley  
P.O. Box 2448  
Hilton Head Island, S.C. 29926

With a copy to:              Ehrick K. Haight, Jr., Esquire  
Minor, Haight & Arundell, P.C.  
P.O. Drawer 6067  
Hilton Head Island, SC 29938

or to such other address as may be hereafter designated by either Purchaser or Seller by giving notice to the other party. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand delivery or delivery by overnight courier, or in the case of certified or registered mail, at the time of receipt (or on the date that such notice was not accepted for delivery by the addressee) as conclusively established by the date shown on the return receipt or the official records of the United States Postal Service as the case may be. For purposes of delivering and receiving any notices, demands, requests or other communications under this Agreement, the attorneys for Purchaser may directly contact Seller and the attorneys for Seller may directly contact Purchaser. The respective attorneys for both Seller and Purchaser are hereby expressly authorized to give any notice, demand, request or to make any other communication pursuant to the terms of this Agreement on behalf of their respective clients.

14. ENTIRE AGREEMENT. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof, and is the complete, exclusive and the entire understanding between Purchaser and Seller with respect to the purchase and sale of the Property.

15. AMENDMENTS. This Agreement may not be changed, modified or terminated, except by an instrument executed by and between both Purchaser and Seller, and joined where applicable by other parties affected by such amendment or modification where such parties have joined this Agreement.

16. WAIVER. No waiver by Purchaser or Seller of any failure or refusal to comply with obligations of any other party shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

17. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the respective parties.

18. PARTIAL INVALIDITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. PARAGRAPH HEADINGS. The captions and headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, expand or restrict any of the provisions of this Agreement.

20. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, and this Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the negotiation and preparation of this Agreement.

21. ASSIGNMENT. This Agreement may not be assigned by either party without the express written consent of both parties.

22. PLURAL SINGULAR. Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall include and be deemed to be the singular.

23. POSSESSION. Possession of the Property shall be delivered to Purchaser at Closing; provided, however, that the Purchase Price, plus or minus adjustments and prorations, is paid in full to Seller either by or on behalf of Purchaser at Closing.

IN WITNESS WHEREOF, This Agreement has been duly executed by the parties hereto as of the day and year set forth below.

PURCHASER:

THE VILLAGE AT WEXFORD OWNERS  
ASSOCIATION, INC.

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

SELLER:

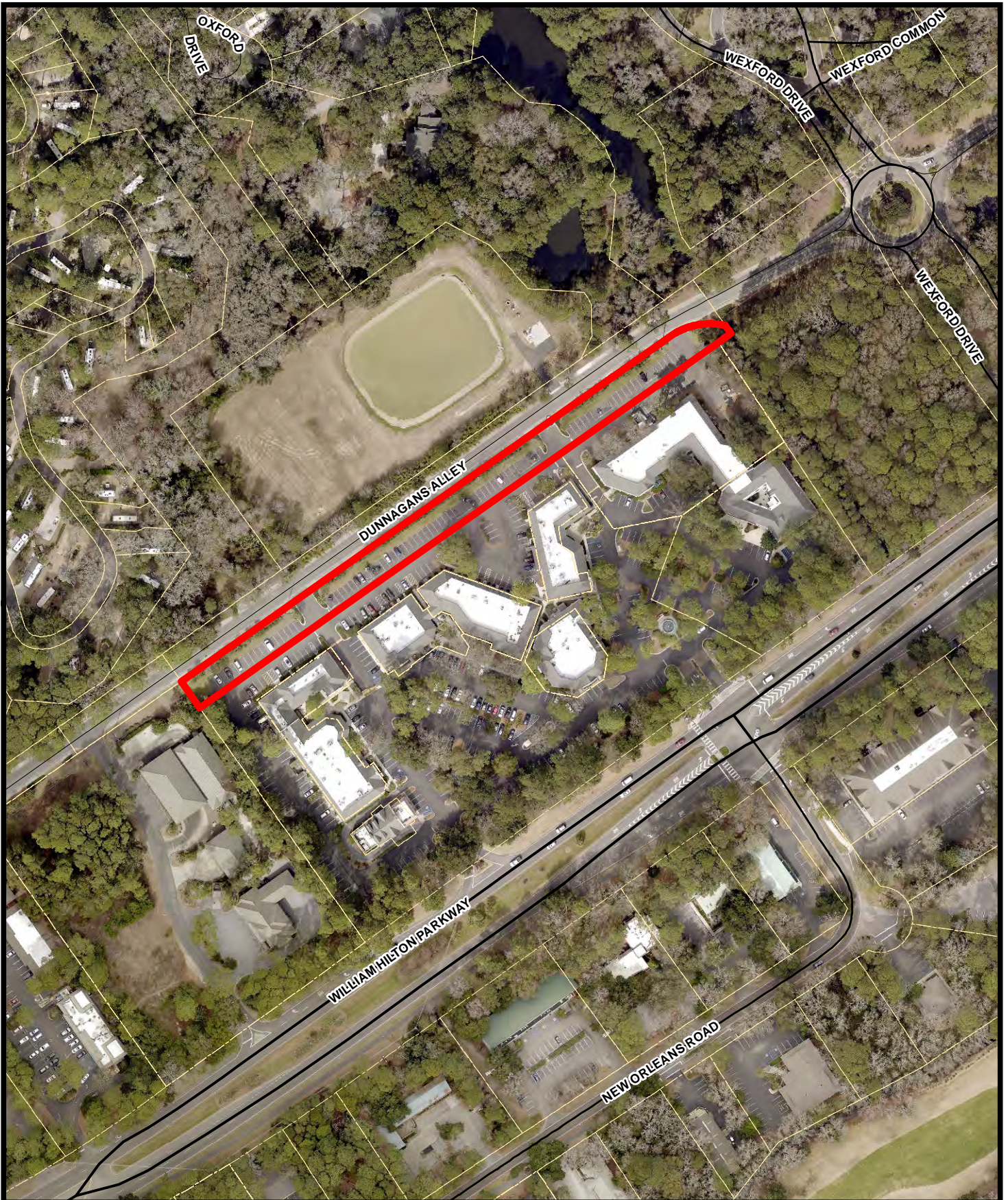
TOWN OF HILTON HEAD ISLAND

By: \_\_\_\_\_  
David Bennett, Mayor

Attest: \_\_\_\_\_  
Stephen G. Riley, ICMA-CM, Town Manager

Dated: \_\_\_\_\_





TOWN OF HILTON HEAD ISLAND  
ONE TOWN CENTER COURT  
HILTON HEAD ISLAND, S.C. 29928  
PHONE (843) 341-4600

02/03/2016

# Town of Hilton Head Island Exhibit A: To Purchase and Sales Agreement

0 35 70 140 210 280 Feet

1 inch = 200 feet



This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion.



# **MEMORANDUM**

**TO:** Town Council  
**FROM:** Stephen G. Riley, ICMA-CM, Town Manager  
**Via:** Brian Hulbert, Staff Attorney  
**RE:** Proposed Ordinance Number 2016-04 Agenda and Order of Business  
**DATE:** February 17, 2016

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**Recommendation:** Staff recommends that Town Council approve the first reading of the Proposed Ordinance 2016-04, amending Section 2-5-50 (Agenda and Order of Business) of the Town code.

**Summary:** At the February 16 meeting, Council directed an ordinance be brought forth placing the Appearances by Citizens after New Business on the agenda. This proposed ordinance will amend the Town Council Rules of Procedure order of business to place the Appearances by Citizens section of the agenda after the New Business portion of the agenda. Additionally, it adds Executive Session into the order of business after Appearances by Citizens.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2016-04**

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO AMEND TITLE 2 GENERAL GOVERNMENT AND ADMINISTRATION OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA BY AMENDING CHAPTER 5 (MEETINGS OF COUNCIL AND RULES OF PROCEDURE) SECTION 2-5-50, AGENDA AND ORDER OF BUSINESS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinances 1983-5, 1994-09, 2002-01, and 2008-03 to address the setting of agendas and the order of business for Town Council meetings for the efficient operation of the Town Council; and

**WHEREAS**, the Town Council now desires to amend Section 2-5-50 to provide for an efficient operation of the Town Council meetings that will benefit both the Town and its citizens.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA; AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID TOWN COUNCIL:**

**NOTE: Underlined and bold-faced** typed portions indicate additions to the Municipal Code. ~~Stricken~~ portions indicate deletions to the Municipal Code.

**Section 1. Sec. 2-5-50. – Agenda and order of business.**

- (a) Matters to be considered at a regular meeting or called special meeting, except a called emergency special meeting, of council shall be placed on a written agenda and conform to the order of business of council.
- (b) The municipal clerk shall post the agenda on the Town website and on a bulletin board in a publicly accessible place at Town Hall or at the meeting place of the Town Council as early as is practicable but not later than 24 hours before the meeting.
- (c) Once an agenda for a regular, called, special, or rescheduled meeting is posted pursuant to this section, no items may be added to the agenda without an additional twenty-four hours notice to the public, which must be made in the same manner as the original posting. After the meeting

begins, an item upon which action can be taken may only be added to the agenda by a two-thirds vote of the members present and voting; however, if the item is one upon which final action can be taken at the meeting or if the item is one in which there has not been and will not be an opportunity for public comment with prior public notice given in accordance with this section, it only may be added to the agenda by a two-thirds vote of the members present and voting and upon a finding by the body that an emergency or an exigent circumstance exists if the item is not added to the agenda.

- (d) The order of business of council shall be as follows:
- (1) Call to order by presiding officer.
  - (2) Pledge of allegiance.
  - (3) Invocation.
  - (4) Proclamations.
  - (5) Reading of minutes of previous meeting, their consideration and approval.
  - (6) Reports from municipal officers.
  - (7) Reports of council.
  - (8) Reports of committees.
  - (9) ~~Appearances by citizens.~~ **Unfinished business.**
  - (10) ~~Unfinished business.~~ **New business.**
  - (11) ~~New business.~~ **Appearances by citizens.**
  - (12) ~~Possible actions by Town Council concerning matters discussed in executive session.~~ **Executive Session.**
  - (13) ~~Adjournment.~~ **Possible actions by Town Council concerning matters discussed in executive session.**
  - (14) **Adjournment.**
- (e) If it is desired to transact business out of its order, it shall be necessary to suspend the rules by a vote of a majority of members present.

**Section 2 Severability.** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 3 Effective Date.** This Ordinance shall be effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**



By: \_\_\_\_\_  
David Bennett, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Victoria L. Pfannenschmidt, Town Clerk

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gregory M. Alford, Town Attorney

Introduced by Council Member: \_\_\_\_\_



# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**FROM:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** February 18, 2016  
**SUBJECT:** Adventure Cove Request to Purchase Town Land

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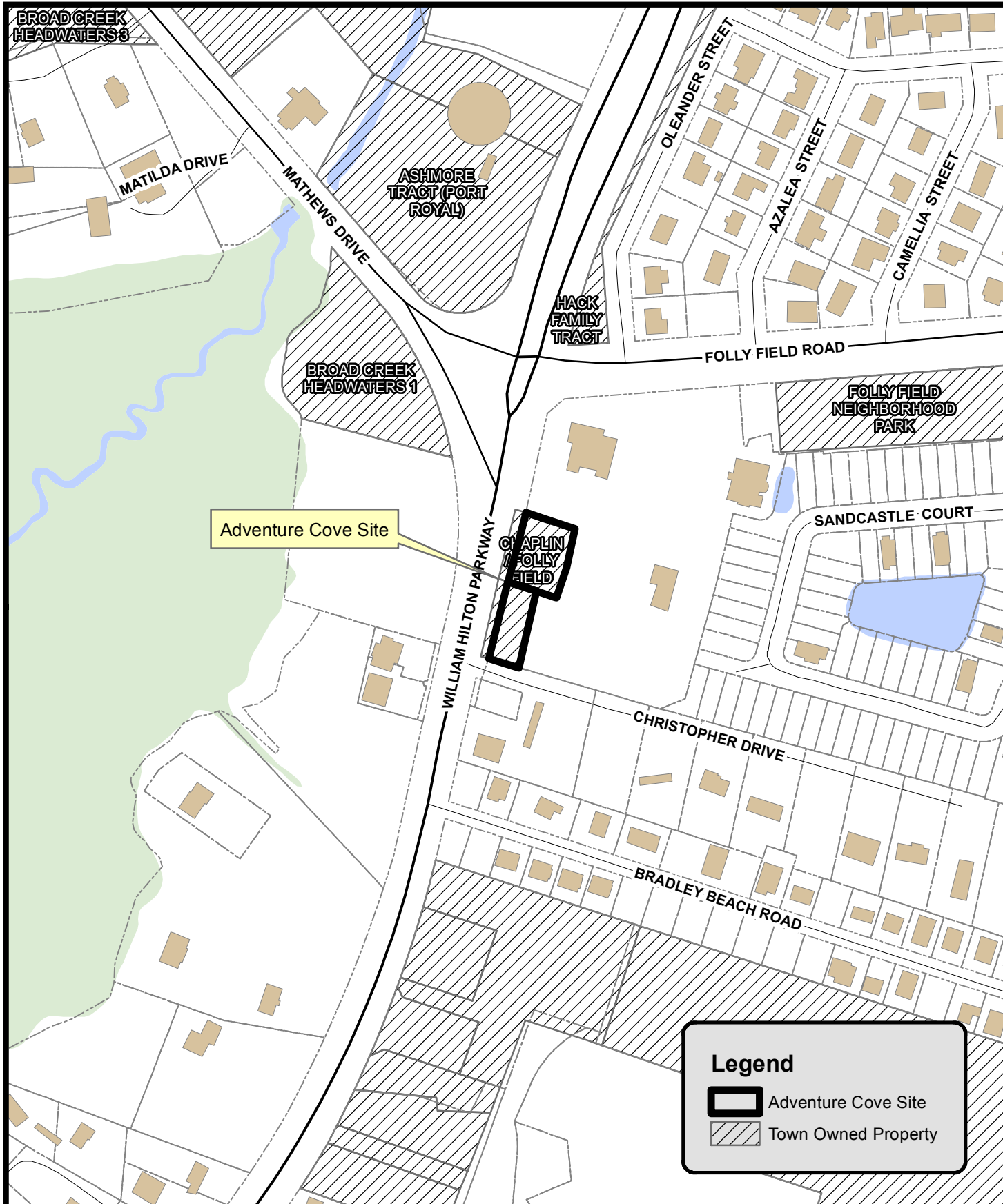
**Recommendation:** Staff recommends the Town Council approve the sale of two Town parcels of land totaling .59 acres to the owners of Adventure Cove for \$50,000. Staff further recommends the sale of this property include the following limitations:

1. that the only use of the property be for minor landscaping, signage and mini golf course improvements less than 36 inches tall;
2. no density allocation is included with the purchase;
3. the new owner close the existing curb cut; and
4. the Town reserve an easement for its pathway.

**Summary:** The Town received a request from the owners of Adventure Cove to purchase approximately .59 acres of Town land located between their development and US 278. The property under consideration is made up of two Town parcels. One parcel is .34 acres and the second is .25 acres for a total of .59 acres. The Adventure Cove owners are interested in landscaping both of these parcels and placing a sign for their development on US 278. They have no desire to acquire any of the development rights for these two parcels.

**Background:** The Public Facilities Committee met on April 27, 2015 to review a request by the owners of Adventure Cove to purchase two Town parcels of land totaling .59 acres. The committee voted 3-0-0 to recommend to Town Council that the Town sell .59 acres to the owners of Adventure Cove for \$50,000.00 subject to deed restrictions.

The funding source for the acquisition of both of these parcels was bond referendum funds. The first, a .34 acre parcel of land, was acquired by the Town in 2013 for \$200,000. The parcel included a vacant real estate office that has been demolished since our purchase. The second parcel, which is approximately .25 acres, is the remnant of a much larger parcel the Town once owned. The majority of this much larger parcel was traded to the previous owners of Adventure Cove for a parcel located along Folly Field Road. As part of this land swap, the Town retained this .25 acre parcel to maintain a buffer along US 278. Selling this land with the above limitations to Adventure Cove will allow this property to remain as a green site buffering US 278. This will still allow the property to meet the Town's intent when it was acquired while eliminating any maintenance cost for the property.



**Legend**

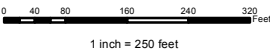
- Adventure Cove Site
- Town Owned Property

# Town of Hilton Head Island

## Adventure Cove Site

TOWN OF HILTON HEAD ISLAND  
 ONE TOWN CENTER COURT  
 HILTON HEAD ISLAND, S.C. 29928  
 PHONE (843) 341-4600

04/21/2015



This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A SALE AND PURCHASE AGREEMENT AND RELATED DOCUMENTS FOR THE SALE OF APPROXIMATELY 0.59 ACRES OF REAL PROPERTY ON WILLIAM HILTON PARKWAY TO PWK ENTERPRISES, LLC, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. § 5-7-40 (SUPP. 2011), AND § 2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**LEGISLATIVE FINDINGS**

WHEREAS, the Town of Hilton Head Island (hereinafter “Town”) owns approximately 0.59 acres of real property known as parcels R511-008-000-0587-0000 and R511-008-000-0096-0000 (hereinafter referred to as the “Town Property”), which is located on Hilton Head Island, Beaufort County, South Carolina; and,

WHEREAS, the Town has agreed to sell the Town Property to PWK Enterprises, LLC in accordance with the terms and conditions set forth in that certain Sale and Purchase Agreement, a copy of which is attached hereto as Exhibit “A” (the “Contract”); and,

WHEREAS, the Town has also agreed to establish certain Covenants and Restrictions on the Town Property, and retain an easement on the Property for a multi-purpose pathway, all as provided for in the Contract; and,

WHEREAS, under the provisions of S.C. Code Ann. § 5-7-40 (SUPP. 2011) and § 2-7-20, *Code of the Town of Hilton Head Island , South Carolina*, (1983), the conveyance or granting of an interest in real property owned by the Town of Hilton Head Island must be authorized by Ordinance.

**NOW THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL, AS FOLLOWS:**

***Section 1.*** Execution of Agreement.

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Contract in a substantially similar form to that attached hereto as Exhibit "A" for the conveyance of Town-owned real property to PWK Enterprises, LLC; and
- (b) The Mayor and/or Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the transactions contemplated in the Contract as authorized hereby, including the execution and delivery of the Deed, the Declaration of Covenants and Restrictions, the Pathway Easement Agreement, and all other documents called for in the Contract.

***Section 2.*** Severability.

If any section, phrase, sentence or portion of this Ordinance is, for any reason, held or deemed to be invalid or unconstitutional by any court of competent jurisdiction, then such section, phrase, sentence or portion shall be deemed a separate, distinct and independent provision and shall not affect the remaining portion thereof.

***Section 3.*** Effective Date.

This Ordinance shall become effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

(SIGNATURE PAGE FOLLOWS)

**PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN  
OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2016.**

\_\_\_\_\_  
David Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Victoria L. Pfannenschmidt, Town Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
Gregory M. Alford, Town Attorney

Introduced by Council Member: \_\_\_\_\_

## Exhibit “A”

SALE AND PURCHASE AGREEMENT OF:

+/- 0.59 Acres on U.S. 278  
on Hilton Head Island, South Carolina:

By and Between

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

and

PWK ENTERPRISES, LLC

Dated as of: \_\_\_\_\_



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

**SALE AND PURCHASE AGREEMENT**

This Agreement (hereinafter the “Agreement”) is made and entered into by and between THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA (hereinafter, the “Seller”), and PWK ENTERPRISES, LLC (hereinafter, the “Purchaser”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSETH:

1. *Sale and Purchase:* For and in consideration of the Purchase Price set forth in Article 3 of this Agreement to be paid to the Seller by the Purchaser, and in further consideration of the full and faithful performance of the covenants, conditions and agreements hereinafter set forth to be performed, fulfilled and observed by the Seller and the Purchaser, and subject to the fulfillment of the Conditions set forth in Articles 8 and 9 of this Agreement, the Seller agrees to sell and the Purchaser agrees to purchase from Seller that certain real property located on Hilton Head Island, Beaufort County, South Carolina, and which is described in Article 1 of this Agreement.

1.1 *Real Property:* The Real Property (hereinafter referred to as the “Real Property”) is described as follows:

ALL that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, shown and described as Parcel A1, containing 0.25 acres, on that certain plat entitled "PARCEL A, 3.01 Ac. PARCEL A1, 0.25 Ac. AND PARCEL B, 0.08 Ac., WILLIAM HILTON PARKWAY, THE FORMER JULIA FERGUSON TRACT, A PORTION OF CHAPLIN PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA", prepared by Surveying Consultants, Terry G. Hatchell, RLS# 11059, dated December 10, 2003 and recorded on June 20, 2005 in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 107 at Page 59.

This being a portion of the same property conveyed to Seller by Deed of MTSC, Inc., dated May 25, 2004 and recorded June 3, 2004 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1966 at Page 1314.

Beaufort County TMS#: R511-008-000-0587-0000

-AND ALSO-

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.34 acres and being designated as Parcel 96, Mathews Plantation, Hilton Head Island, South Carolina, on a plat entitled "Boundary Survey of Parcel 96, Mathews Plantation, Hilton Head Island, Beaufort County, South Carolina, prepared for The Town of Hilton Head Island" by Sea Island Land Survey, LLC, Mark R. Renew, Land Surveyor, R.L.S. #25437 dated October 19, 2012. For a more complete description as to courses, distances, metes and bounds, reference is made to said plat recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 135 at Page 161.

This being the same property conveyed to Seller by deed of Greenberg King Associates, LLC f/k/a Greenberg-King Associates, dated November 16, 2012 and recorded November 19, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3191 at Page 3124.

Beaufort County TMS#: R511-008-000-0096-0000

1.2 *Intangible Personal Property:* In connection with the Real Property, Seller may have (i) obtained certain governmental permits and approvals and (ii) obtained certain contractual rights and other intangible assets, which are hereinafter referred to as the "Intangible Personal Property" and which are described as follows:

(a) Any and all contract rights, declarant rights, access rights or easements, utility easements, covenant rights burdening other property in favor of the Real Property, easements, rights with respect to lands or marshlands lying below the S. C. D. H. E. C. - O. C. R. M. Critical Line, development plan approvals, zoning rights or approvals, development permits, utility allocations, State, Federal or Local governmental permits and approvals, S. C. D. H. E. C. - O. C. R. M. Permits; United States Army Corps of Engineers Permits; and,

(b) Any and all rights, funds, rights to funds, including deductibles, associated with or related to any pending or previous environmental cleanup affecting the Real Property; and,

(c) Any and all other rights, contracts, easements, contract rights or governmental or other approvals, regardless of description, which affect, touch or concern the Real Property in any way, shape or form, regardless of description.

1.3 *Definition of the "Property"*: Both the Real Property and the Intangible Personal Property are hereinafter referred to collectively as the "Property".

2. *Current Survey*: Purchaser may have prepared, at its own cost and expense, an updated current boundary and as-built survey or ALTA survey of the Property, prepared for and certified to the Purchaser.

2.1 *Delivery of Documents*: Seller shall, within fifteen (15) days of the Effective Date of this Agreement and upon reasonable demand by Purchaser, tender to Purchaser copies of the following documents in Seller's possession:

(a) Any existing title insurance policies in the possession of Seller or Seller's attorney insuring title to the Real Property.

(b) Copies of any documents evidencing utility allocations or capacity or other contracts benefiting the Real Property.

(c) Any and all documents relating to any rights or obligations which run to or from the Real Property.

(d) Copies of all engineering studies, wetland delineations, environmental studies, surveys and the like of the Real Property which are in Seller's possession. Such studies may be given with appropriate disclaimers.

(e) Copies of any reports, studies or documentation of any type pertaining to any ongoing or previous environmental cleanup affecting the Real Property.

3. *Purchase Price*: The Purchase Price for the Property is Fifty Thousand and 00/100 Dollars (\$50,000.00) (hereinafter, the "Purchase Price"), which shall be paid in cash or its equivalent at the closing of the transactions contemplated in this Agreement (the "Closing").

3.1 *Payment of Purchase Price:* Upon execution of this Agreement, Purchaser shall deposit with Escrow Agent the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the “Escrow Deposit”), which shall be held in escrow pending compliance with this Agreement by the Seller and Purchaser. At Closing, Purchaser shall pay to Seller the balance of the Purchase Price by certified check made payable to Seller, or by a wire transfer of cleared funds to the account of Seller at a financial institution which is designated by Seller. Seller shall give written notice of how it wishes for the purchase price to be paid, together with written bank wire instructions, if applicable, not less than three (3) business days prior to the Closing Date.

4. *Title:* Seller shall provide Purchaser with good and marketable title to the Property, free and clear of any and all monetary liens and encumbrances, by Deed of General Warranty, in substantial conformance with the attached Exhibit “A”.

4.1. *Title Evidence:* Purchaser may obtain a current ALTA Owner’s Title Insurance Commitment (the “Commitment”) underwritten on, and issued by, a Title Insurance Company of the Purchaser's choosing (hereinafter, the “Title Company”), by which Commitment the Title Company shall agree to insure fee simple marketable title to the Real Property in the name of the Purchaser in an amount equal to the Purchase Price. Seller and Purchaser understand and agree that as of the date of the Title Commitment and the Closing Date, fee simple marketable title to the Property shall be vested in the Seller, and the Commitment shall show and evidence:

- (a) That fee simple, marketable title to the Real Property is vested in the Seller;
- (b) That title to the Real Property is in the condition required by this Article 4.

The cost of, or premium associated with, the Commitment, and any Final Policy of Title Insurance issued thereon, shall be the responsibility of and shall be paid for by the Purchaser.

4.2. *Objections to Title:* If Purchaser's title examination or the Commitment shall reveal that Seller's title to the Real Property is subject to any easements, covenants, clouds on or to the title, encroachments, boundary discrepancies, liens, encumbrances, or any other matter affecting title, or Purchaser's proposed use of the Real Property, then Purchaser shall notify Seller, in writing, of such title defects and Purchaser's objection to the same within five (5) days after the delivery of the Commitment. Upon such notification, the same shall be treated as defect(s) in title ("Title Defects"). Unless Purchaser delivers said written objections within the said five (5) day period following the delivery of the Commitment, it shall be conclusively deemed that Purchaser has accepted title to the Real Property in its then-existing condition.

4.3. *Seller's Right to Cure:* Seller shall have thirty (30) days from receipt of Purchaser's written notice of any Title Defects to Cure (hereinafter defined), or to cause to be Cured, the Title Defects. Seller agrees to use its best efforts and due diligence in Curing, or in causing to be Cured, the Title Defects. If said thirty (30) day period given Seller to Cure the Title Defects shall extend beyond the Closing Date, and Seller does not Cure, or cause to be Cured, the Title Defects before the Closing Date, then closing shall be held within ten (10) days after Seller delivers written notice to Purchaser that the Title Defects have been Cured. "Cured" as used herein means that a title insurance company authorized to do business in South Carolina and a member of the American Land Title Association will issue an Owner's Title Insurance Policy insuring title to the Real Property at standard rates and with only the standard exceptions.

4.4. *Seller's Failure to Cure:* If Seller cannot Cure, or cause to be Cured, the Title Defects within the said thirty (30) day period, or within such longer period to which the Seller and Purchaser may agree in writing, then the Purchaser shall have the option of:

(a) Closing this transaction in accordance with the terms and conditions hereof, and accepting title to the Real Property in its then-existing condition by deed, taking exception to such uncured Title Defects, with such adjustments to the purchase price as are agreed to by the Parties; or,

(b) Terminating this Agreement, whereupon Purchaser shall be refunded the entire Escrow Deposit together with any interest accrued thereon, and Seller and Purchaser shall thereafter be released from any and all further obligations or liabilities to one another arising under or out of this Agreement.

4.5. *Subsequent Matters:* The Seller acknowledges that a period of days will elapse between the delivery of the Commitment as required herein and Closing. Acceptance of the Commitment by the Purchaser shall not be deemed a waiver of any Title Defect arising between the date of delivery of the Commitment and the date of Closing.

(a) The Purchaser shall notify the Seller of any Title Defects arising subsequent to delivery of the Title Commitment prior to closing.

(b) Upon notification to Seller by Purchaser of any Title Defects arising subsequent to delivery of the Title Commitment, the "Cure" provisions of Article 4.3 and 4.4 shall become effective.

5. *Closing:* This transaction shall be "Closed" and title to the Property shall be conveyed from Seller to Purchaser by delivery of the Deed (hereinafter defined) and other documents required herein from Seller to Purchaser (hereinafter the "Closing") at 10:00 o'clock A. M. on the Closing Date (hereinafter defined) at the Office of Purchaser's Attorney, or at such other place as Purchaser and Seller shall mutually agree in writing. Subject to fulfillment of all of the Seller's obligations and any conditions hereunder, the Closing, unless otherwise modified or extended by mutual agreement of the Seller and Purchaser in writing, shall occur on or before sixty (60) days after the Effective Date as defined in Article 12 herein below (the "Closing Date").

5.1. *Seller's Obligations at Closing:* At Closing, the Seller shall deliver to Purchaser, at Seller's expense, the following Closing Documents:

(a) A good and sufficient General Warranty Deed (hereinafter referred to as “the Deed”) so as to convey to Purchaser Fee Simple, Marketable Title to the Real Property, as provided in Article 4 above. The Deed shall be in recordable form, executed by the Seller and duly acknowledged before a Notary Public.

(b) A Bill of Sale and Assignment of the Intangible Personal Property by the Seller to the Purchaser, in substantial conformance with the attached Exhibit “B”.

(c) A “Certification by Entity Transferor,” certifying that the Seller is not a “foreign person” as that term is used and defined in Section 1445 (f)(3) of the Internal Revenue Code of 1986, as amended.

(d) A mechanic’s lien affidavit, duly executed by Seller and acknowledged before a notary public, attesting to the absence, unless otherwise provided for in this Agreement, or unless created by acts of the Purchaser, of any claims of lien or potential lienors and further attesting that there have been no improvements to the Real Property for ninety-five (95) days immediately preceding the Closing Date for which the cost thereof remains unpaid.

(e) A South Carolina residency affidavit certifying the address, Residence and Federal Identification Number of Seller to establish the withholding requirements of S. C. Code Ann. § 12-9-310 (Supp. 2011), and South Carolina Revenue Ruling Number 90-3.

(f) Full and complete releases, in recordable form, of any mortgages, liens, claims or other encumbrances to the title of the Real Property, except as may be otherwise provided in Article 4 above.

(g) Such other documents as Purchaser, Purchaser’s Attorney or Purchaser’s Title Insurance Company may reasonably require or deem as necessary to convey the Property to the Purchaser in accordance with the terms and provisions of this Agreement.

(h) Certified copy of the Ordinance of the Town Council authorizing the sale of the Property and execution of this Agreement and the above-referenced Closing Documents.

(i) Certified copy of the Minutes of the Town Council meetings wherein the Ordinance referenced herein above was approved.

5.2. *Purchaser’s Obligations at Closing:* At Closing, the Purchaser shall deliver to Seller, at Purchaser’s expense, the following:

(a) The balance of the Purchase Price.

(b) Such other documents as Seller or Seller's attorney may reasonably require or deem necessary to convey the Property to the Purchaser in accordance with the terms and provisions of this Agreement.

5.3. *Escrow Agent:* The Escrow Agent shall serve as Closing Agent for all Parties at settlement. Deposit with the Escrow Agent of the Purchase Price, the instruments of conveyance and such other funds and/or documents as are required of either Party under the terms of this Agreement, and/or the Title Company, and/or the Escrow Agent shall be deemed to be a good and sufficient tender of performance in accordance with the terms hereof.

6. *Default by Purchaser:* Except as may be otherwise expressly provided or limited herein with respect to any specific act or omission, if the Purchaser shall default in any of its obligations, covenants, or agreements contained within this Agreement or any of the Exhibits hereto, and shall remain in default after ten (10) day's written notice specifying the default and demanding that the default be cured, then the Seller shall be entitled to pursue any remedy at law or in equity against the Purchaser, including an action for damages or for Specific Performance of this Agreement. The provisions of this Article 6 shall be binding upon the successors and assigns of the Purchaser.

7. *Default by Seller:* Except as may be otherwise expressly provided or limited herein with respect to any specific act or omission, if the Seller shall default in any other obligations, covenants, or agreements contained within this Agreement or any of the Exhibits hereto, and shall remain in default after ten (10) day's written notice specifying the default and demanding that the default be cured, then the Purchaser shall be entitled to pursue any remedy at law or in equity against the Seller, including an action for damages or for Specific Performance of this Agreement. The provisions of this Article 7 shall be binding upon the successors and assigns of the Seller.



8. *Conditions to Purchaser's Obligation to Close:* The obligation of the Purchaser to purchase the Property from the Seller is subject to satisfaction, as of the Closing Date, of the following conditions (any of which may be waived, in writing, in whole or in part by Purchaser at or prior to Closing):

(a) All of the representations and warranties of the Seller set forth herein shall be true on and as of the Closing in all respects, as though such representations and warranties were made at and as of the Closing; and all covenants, agreements and documents required of the Seller in this Agreement shall have been performed, complied with or delivered (as the case may be) in accordance with this Agreement.

(b) The Property shall not be in material violation of any governmental laws, ordinances, rules or regulations, and there shall be no action, suit or proceeding pending or filed against or affecting the Property or any portion thereof, or relating to or affecting or arising out of the ownership or development of the Property or any portion thereof, in any state or federal court or by any federal, state, county or municipal department, commission, board bureau, or agency or other governmental instrumentality.

In the event any of the above stated conditions is not satisfied or waived in writing by Purchaser prior to Closing, the Purchaser shall have the right to terminate this Agreement, and any Escrow Deposit and any accrued interest thereon shall be returned to Purchaser, and neither Party shall have any further obligation or rights with respect to the other.

9. *Conditions to Seller's Obligation to Close:* The obligation of the Seller to sell the Property to the Purchaser is subject to the Town Council for the Town of Hilton Head Island, South Carolina adopting an Ordinance authorizing the sale of the Property and the execution of this Agreement and the Closing Documents referenced herein.

10. *Representations and Warranties of Seller:* To induce Purchaser to enter into this Agreement and to purchase the Property, Seller represents and warrants (which representations and warranties shall survive the Closing) to Purchaser as follows:

(a) As of the date of this Agreement and as of the date of Closing, Seller will have all requisite legal power and authority to execute and deliver the Deeds and other documents to be delivered pursuant to this Agreement. The individual(s) executing this Agreement on behalf of Seller has, and as of the date of Closing will have, express authority and full power on behalf of Seller to enter into and deliver this Agreement and the Deeds and other documentation required hereunder.

(b) Other than work or material contracted for by Purchaser, as of the Closing, no work will have been performed or will be in process at the Property, and no materials will have been delivered to the Property that might provide the basis for the filing of a Mechanic's, Materialman's or other lien against the Property or any portion thereof. The requirements set forth in this Article shall be deemed satisfied if the Title Company, based upon Seller's mechanic's lien affidavit, is willing to give Purchaser affirmative mechanic's lien coverage.

(c) There has been no deferral of taxes with respect to this Property.

(d) Other than is expressly provided for herein, Seller shall not grant any easements, or enter into any covenants or agreements concerning the Property or title to the Real Property, or in any other way affect the Property or title to the Real Property without the written consent of Purchaser.

(e) There are no rights or claims of parties in possession not shown by the Public Records for Beaufort County, South Carolina; and there is no litigation now pending or threatened against the Seller which would materially affect the Property, title to the Real Property, the execution, delivery or enforceability of this Agreement, or the Seller's performance or other obligations hereunder.

(f) No options, leases or other contracts are still outstanding which give any other party a right to purchase the Real Property.

11. *Brokers:* Seller warrants and represents to Purchaser that it has not hired or employed any broker regarding the sale of the Property, and that no broker, finder, or other person is entitled to a commission, finder's fee or other compensation by or from Seller in connection with this Agreement. Purchaser warrants and represents to Seller that it has not hired or employed any broker regarding the purchase of the Property, other than Spain Kelley of MSK Commercial Services, that the Purchaser shall be responsible for the payment of any commission, finder's fee, or other compensation due to Mr. Kelley and MSK Commercial Services, and that Purchaser shall

indemnify and hold harmless the Seller from any and all claims, liabilities, losses, damages, costs and expenses arising from the claim of any other broker, finder or other person for such compensation, arising by, under or through Purchaser. The obligations under this Article 11 shall survive the Closing.

12. *Effective Date:* The “Effective Date” of this Agreement shall be the date upon which the officials of The Town of Hilton Head Island, South Carolina, execute and deliver this Agreement to Seller.

13. *Miscellaneous:*

13.1. *Assignability:* This Agreement may not be assigned by either the Purchaser or the Seller without the express written consent of both parties.

13.2. *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the Seller and Purchaser and their respective successors and assigns.

13.3. *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without the written consent of both parties hereto.

13.4. *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13.5. *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13.6. *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

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

13.8. *Recording:* The parties hereto may not record this Agreement, or a short form Memorandum thereof, in the Office of the Register of Deeds for Beaufort County, South Carolina.

13.9. *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

13.10. *No Third Party Beneficiaries:* The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

13.11. *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the parties:

To Purchaser: PWK Enterprises, LLC  
10 Brown Pelican  
Hilton Head Island, SC 29926

With Copy to: Chester C. Williams, Esq.  
Law Office of Chester C. Williams, LLC  
PO Box 6028  
Hilton Head Island, SC 29938-6028

To Seller: THE TOWN OF HILTON HEAD ISLAND  
Stephen G. Riley, ICMA-CM, Town Manager  
One Town Center Court  
Hilton Head Island, SC 29928

With Copy to: Gregory M. Alford, Esq.  
Alford & Thoreson, LLC  
Post Office Drawer 8008  
Hilton Head Island, SC 29938-8008

13.12. *Further Assurances and Corrective Documents:* The Seller and Purchaser agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect hereto. The Seller and Purchaser agree that each shall, upon request, execute and deliver such other or corrective documents, or any such document as may be requested by any governmental or regulatory agencies, including but not limited to any such documents relating to any pending or previous environmental cleanup affecting the Real Property, as may be reasonably determined to be necessary, either before or after the Closing. The obligations of this Article 13.12 shall survive the Closing.

14. *Possession:* Possession of the Property shall be delivered to the Purchaser at Closing, provided, however, that the Purchase Price, minus adjustments and prorations, is paid in full by or on behalf of Purchaser at Closing.

15. *Prorations:* Payment of the following is to be pro-rated between the Seller and the Purchaser as of the Closing Date:

(a) Real Property Taxes and Assessments, if any, shall be made on the basis of the current year's tax with due exemptions, if allowed for the said year. If Closing occurs on a date when the current year's taxes are not fixed, taxes will be apportioned based upon the prior year's taxes plus ten (10%) per cent. Any tax apportionment based upon an estimate shall be recalculated when the property taxes are finally fixed, and the Seller or Purchaser, as the case may be, shall make payment to the other based upon such recalculation. The provisions of this Article 15 shall survive the Closing and delivery of the Deed.

16. *Closing Costs:*

16.1. *Seller's Closing Costs:* Seller shall be responsible for the payment of Seller's Closing Costs which are customary in Beaufort County, South Carolina, excluding any costs listed below in Article 16.2.

16.2. *Purchasers Closing Costs:* Purchaser shall be responsible for the payment of:

- (a) Recording of the Deeds and any Town of Hilton Head Island, South Carolina, Transfer Fee;
- (b) Any documentary stamp expense or taxes which may be payable to the State of South Carolina and/or the County of Beaufort, and any other fees or charges payable by reason of the execution, delivery and recording of the Deeds;
- (c) The Cost of any title insurance premium chargeable for the Commitment and any policy of Title Insurance issued therefrom; and,
- (d) Any other Purchaser Closing Costs which are customary in Beaufort County, South Carolina.

17. *Attorney's Fees and Costs:* If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such dispute, whether incurred before the institution of suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which the prevailing party is entitled.

18. *Damage or Risk of Loss:* The risk of loss or complete or partial destruction of the Property shall rest with the Seller up to the time that the Closing occurs. If the Property is damaged, but repairable prior to Closing, Seller has the option of repairing and proceeding. If the Property is damaged, but un-repairable prior to Closing, the Purchaser shall be entitled to a return of any Escrow Deposit together with any accrued interest thereon, and this Agreement shall be terminated, and neither party shall have any further rights or obligations with respect to the other.

19. *Condemnation:* If, between the date of this Agreement and the Closing, a taking or condemnation of the Property is threatened or commenced by any party or entity other than Purchaser, Purchaser may elect, in writing, within five (5) days after receipt of notice from Seller of such taking or condemnation, accompanied by information regarding the amount and payment of the condemnation proceeds, to terminate this Agreement or to purchase the Property without regard to such condemnation. If Purchaser fails to notify Seller of Purchaser's election, Purchaser will be deemed to have elected to proceed with the purchase of the Property without regard to such taking or condemnation. In the event Purchaser elects to purchase, Seller shall have no obligation to repair or replace any of the Property destroyed, nor shall the purchase price be adjusted. If Purchaser elects to terminate this Agreement, Purchaser shall notify Seller of such election in writing; this Agreement shall be of no further force and effect; Escrow Agent shall immediately return the Deposit to Purchaser; and Seller shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation. If Purchaser elects to purchase the Property despite such taking or condemnation Seller shall assign its rights to and Purchaser shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation. However, in the event Seller determines that the amount of condemnation awards payable as a result of such

taking or condemnation exceeds the Purchase Price, Seller may elect at any time and in their sole discretion to terminate this Agreement and retain and receive all rights to such condemnation awards, and Purchaser shall be entitled to the return of all deposits paid, and neither party shall have any further rights or obligation against the other. Nothing in this Article shall apply to any taking or condemnation instigated by Purchaser.

20. *Escrow Agent:* The “Escrow Agent” shall be Gregory M. Alford, Alford & Thoreson, LLC, 18 Executive Park Road, Building 1, Hilton Head Island, South Carolina 29928, P.O. Drawer 8008, Hilton Head Island, South Carolina 29938. If any dispute should arise as to whether Escrow Agent is obligated to deliver any Escrow Deposit, or any funds or documents which it holds, Escrow Agent shall not be required to make delivery thereof, but, in such event shall hold the same until receipt, by Escrow Agent, of written authorization from Seller and Purchaser directing the disposition of the same. In the absence of such written authorization, Escrow Agent may hold any Escrow Deposit, or any other funds or documents in connection with this transaction in its possession until a final determination of the rights of the Parties by a Court of competent jurisdiction. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may institute an appropriate proceeding for leave to place any Escrow Deposit, or any other funds or documents in connection with this transaction in its possession with the Clerk of Court for Beaufort County, South Carolina, pending such determination. Escrow Agent shall not be charged with notice of any fact or circumstance unless and until written notice of the same is received by Escrow Agent. Upon making the delivery of the funds or documents which Escrow Agent may hold in accordance with the provisions of this Article 20, Escrow Agent shall have no further obligation or liability to



Purchaser and Seller, and Purchaser and Seller agree to indemnify and hold Escrow Agent harmless from any such liability.

21. *Matters Subsequent to Closing:* Seller acknowledges that it has obligations under this Agreement to be fulfilled subsequent to Closing. Seller acknowledges that all such obligations survive the Closing whether or not a specific statement to that effect is set forth in connection with each such obligation.

22. *Declaration of Covenants, Restrictions, and Limitations:* Seller and Purchaser agree that a material element of this transaction shall be the establishment of certain restrictive covenants intended to bind the Property, which restrictive covenants shall be recorded and placed upon the Property prior to its conveyance, in substantial conformance with the attached Exhibit “C”. Said restrictive covenants are incorporated herein and made a part of this Agreement.

23. *Pathway Easement Agreement:* Within thirty (30) days after Closing, Seller and Purchaser agree to execute a Pathway Easement Agreement for a multi-purpose pathway on the Property, in substantial conformance with the attached Exhibit “D”. The “Easement Property” description in the Pathway Easement Agreement shall be in substantial conformance with the existing pathway located on the Property. Said Pathway Easement Agreement is incorporated herein and made a part of this Agreement. Seller and Purchaser agree that the execution of the Pathway Easement Agreement shall be a material element of this transaction.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Seller and the Purchaser have caused their duly authorized officers and representatives to execute this Agreement as of the date and year first above written.

**WITNESSES:**

**THE TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA**

\_\_\_\_\_ **By:** \_\_\_\_\_ **(L.S.)**  
**David G. Bennett, Mayor**

\_\_\_\_\_ **Attest:** \_\_\_\_\_ **(L.S.)**  
**Stephen G. Riley, ICMA-CM**  
**Town Manager**

**WITNESSES:**

**PWK ENTERPRISES, LLC**

**By: 519 Enterprises, LTD. Co., Manager**

\_\_\_\_\_ **By:** \_\_\_\_\_ **(L.S.)**  
**Philip W. Knisely, Member**

\_\_\_\_\_

# GENERAL WARRANTY DEED

**SOUTH CAROLINA** (“Grantor”) in the State aforesaid, pursuant to Ordinance No. 2016-\_\_

adopted by the Town Council of the Town of Hilton Head Island, South Carolina on \_\_\_\_\_ March

2016, and in consideration of the sum of **FIFTY THOUSAND AND 00/100 DOLLARS**

(\$50,000.00) and no other valuable consideration to it in hand paid at and before the sealing of

these presents by **PWK ENTERPRISES, LLC** (“Grantee”), having an address of 10 Brown

Pelican, Hilton Head Island, SC 29926, in the State aforesaid, the receipt whereof is hereby

acknowledged, has granted, bargained, sold and released, and by these Presents does grant,

bargain, sell and release unto the said Grantee, its successors and assigns forever, the following

described property:

described as Parcel A1, containing 0.25 acres, on that certain plat entitled

WILLIAM HILTON PARKWAY, THE FORMER JULIA FERGUSON TRACT,

BEAUFORT COUNTY, SOUTH CAROLINA", prepared by Surveying

recorded on June 20, 2005 in the Office of the Register of Deeds for Beaufort

This being a portion of the same property conveyed to Seller by Deed of MTSC, Inc., dated May 25, 2004 and recorded June 3, 2004 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1966 at Page 1314.

AND ALSO,

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.34 acres and being designated as Parcel 96, Mathews Plantation, Hilton Head Island, South Carolina, on a plat entitled "Boundary Survey of Parcel 96, Mathews Plantation, Hilton Head Island, Beaufort County, South Carolina, prepared for The Town of Hilton Head Island" by Sea Island Land Survey, LLC, Mark R. Renew, Land Surveyor, R.L.S. #25437 dated October 19, 2012. For a more complete description as to courses, distances, metes and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 135 at Page 161.

A portion of Beaufort County TMS#: R511-008-000-0096-0000.

This being the same property conveyed to Seller by deed of Greenberg King Associates, LLC f/k/a Greenberg-King Associates, dated November 16, 2012 and recorded November 19, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3191 at Page 3124.

Said property shall be conveyed with no associated Density, as that term is used and defined in the Town of Hilton Head Land Management Ordinance (Sec. 16-1-101, et. seq. Code of the Town of Hilton Head Island, South Carolina (1983)) (the "LMO").

The property being conveyed herein is accepted by the Grantee subject to that certain Declaration of Covenants, Restrictions and Limitations which are recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book \_\_\_\_\_ at Page \_\_\_\_\_.

This Deed was prepared in the law offices of Alford & Thoreson, LLC, Post Office Drawer 8008, Hilton Head Island, South Carolina, 29938-8008, by Mitchell J. Thoreson, Esq.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, its successors and assigns forever.



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<b>STATE OF SOUTH CAROLINA</b>	)	<b>BILL OF SALE</b>
	)	<b>AND</b>
<b>COUNTY OF BEAUFORT</b>	)	<b>ASSIGNMENT OF INTANGIBLE PERSONAL</b>
	)	<b>PROPERTY</b>

KNOW ALL MEN BY THESE PRESENTS, that **THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA** (“Grantor”) in the State aforesaid, pursuant to Ordinance No. 2016-\_\_\_\_ adopted by the Town Council of the Town of Hilton Head Island, South Carolina on \_\_\_\_\_ March 2016, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, convey, transfer, deliver, and forever quit-claim unto to **PWK ENTERPRISES, LLC** (“Grantee”), having an address of 10 Brown Pelican, Hilton Head Island, SC 29926, any and all interest of the Grantor in and to any and all personal property, tangible and intangible, located on, associated with, or applicable or appurtenant to the premises set forth in Exhibit “A” attached hereto (the “Real Property”), to the extent any such personal property exists and is present on the date hereof, including, without limitation:

- (a) Any and all contract rights, declarant rights, access rights or easements, utility easements, covenant rights burdening other property in favor of the Real Property, easements, rights with respect to lands or marshlands lying below the SCDHEC-OCRM. Critical Line, development plan approvals, zoning rights or approvals, development permits, utility allocations, State, Federal or Local governmental permits and approvals, SCDHEC-OCRM Permits; United States Army Corps of Engineers Permits; and,
- (b) Any and all rights, funds, rights to funds, including deductibles, associated with or related to any pending or previous environmental cleanup affecting the Real Property; and,
- (c) Any and all other rights, contracts, easements, contract rights or governmental or other approvals, regardless of description, which affect, touch or concern the Real Property in any way, shape or form, regardless of description.

WITNESS the Grantor's Hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA

By: David G. Bennett, Mayor (L.S.)

\_\_\_\_\_(L.S.)  
Attest: Stephen G. Riley, ICMA-CM  
Town Manager

## ACKNOWLEDGMENT

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**\*\* Instructions for Execution:** All signatures should be in blue ink.  
ALL blanks must be filled in.  
Grantor signs at line(s) 1)  
Witness #1 signs at line 2)  
Notary Public signs at line 3)  
Notary Public signs at line 4) and affixes notary seal

**EXHIBIT A**  
**TO**  
**BILL OF SALE AND**  
**ASSIGNMENT OF INTANGIBLE PERSONAL PROPERTY**

ALL that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, shown and described as Parcel A1, containing 0.25 acres, on that certain plat entitled "PARCEL A, 3.01 Ac. PARCEL A1, 0.25 Ac. AND PARCEL B, 0.08 Ac., WILLIAM HILTON PARKWAY, THE FORMER JULIA FERGUSON TRACT, A PORTION OF CHAPLIN PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA", prepared by Surveying Consultants, Terry G. Hatchell, RLS# 11059, dated December 10, 2003 and recorded on June 20, 2005 in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 107 at Page 59.

A portion of Beaufort County TMS#: R511-008-000-0587-0000.

This being a portion of the same property conveyed to Seller by Deed of MTSC, Inc., dated May 25, 2004 and recorded June 3, 2004 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1966 at Page 1314.

AND ALSO,

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.34 acres and being designated as Parcel 96, Mathews Plantation, Hilton Head Island, South Carolina, on a plat entitled "Boundary Survey of Parcel 96, Mathews Plantation, Hilton Head Island, Beaufort County, South Carolina, prepared for The Town of Hilton Head Island" by Sea Island Land Survey, LLC, Mark R. Renew, Land Surveyor, R.L.S. #25437 dated October 19, 2012. For a more complete description as to courses, distances, metes and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 135 at Page 161.

A portion of Beaufort County TMS#: R511-008-000-0096-0000.

This being the same property conveyed to Seller by deed of Greenberg King Associates, LLC f/k/a Greenberg-King Associates, dated November 16, 2012 and recorded November 19, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3191 at Page 3124.



STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT         )       DECLARATION OF COVENANTS,  
  )       RESTRICTIONS AND LIMITATIONS

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
The Town of Hilton Head Island, South Carolina (hereinafter referred to as “Declarant”).

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain lands (hereinafter referred to as the  
“Property”) described in Article I of this Declaration, located on Hilton Head Island,  
Beaufort County, South Carolina; and

WHEREAS, Declarant finds that private controls over the use of the land are an  
effective means of establishing, preserving, maintaining and, in some instances, enhancing,  
the economic or intangible values pertaining to the use and enjoyment of the Property and,  
to this end, Declarant desires to establish on the Property certain private land use controls,  
conditions, restrictions, equitable servitudes, encumbrances, affirmative obligations,  
burdens, benefits, reservations, easements, assessments, charges and liens (hereinafter  
referred to as the “Declaration” or these “Covenants”).

NOW THEREFORE, Declarant hereby declares that the Property is and shall be  
held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied,  
possessed, mortgaged, encumbered and used subject to these Covenants. These Covenants,  
the benefits of these Covenants, and the affirmative and negative burdens of these  
Covenants, whether pertaining to items, benefits and obligations presently existing or to be  
created or executed in the future, do and shall, in equity and at law, touch and concern,  
benefit and burden, and run with the land and any estates in the Land herein referred to as  
the Property, and these Covenants are intended to be Covenants and servitudes burdening  
and benefiting all persons now or hereafter deriving a real property estate in the Property  
whether by assignment, succession or inheritance or other method of conveyance.

PART ONE  
PROPERTY COVERED BY COVENANTS

ARTICLE I:  
Property Description

Section 1.1: The Property: The real property ("Property") which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants, is described as follows:

ALL that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, shown and described as Parcel A1, containing 0.25 acres, on that certain plat entitled "PARCEL A, 3.01 Ac. PARCEL A1, 0.25 Ac. AND PARCEL B, 0.08 Ac., WILLIAM HILTON PARKWAY, THE FORMER JULIA FERGUSON TRACT, A PORTION OF CHAPLIN PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA", prepared by Surveying Consultants, Terry G. Hatchell, RLS# 11059, dated December 10, 2003 and recorded on June 20, 2005 in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 107 at Page 59.

This being a portion of the same property conveyed to Declarant by Deed of MTSC, Inc., dated May 25, 2004 and recorded June 3, 2004 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1966 at Page 1314.

Beaufort County TMS#: R511-008-000-0587-0000

-AND ALSO-

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.34 acres and being designated as Parcel 96, Mathews Plantation, Hilton Head Island, South Carolina, on a plat entitled "Boundary Survey of Parcel 96, Mathews Plantation, Hilton Head Island, Beaufort County, South Carolina, prepared for The Town of Hilton Head Island" by Sea Island Land Survey, LLC, Mark R. Renew, Land Surveyor, R.L.S. #25437 dated October 19, 2012. For a more complete description as to courses, distances, metes and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 135 at Page 161.

This being the same property conveyed to Declarant by deed of Greenberg King Associates, LLC f/k/a Greenberg-King Associates, dated November

16, 2012 and recorded November 19, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3191 at Page 3124.

Beaufort County TMS#: R511-008-000-0096-0000

PART TWO  
LAND USE RESTRICTIONS

ARTICLE II:  
General Land Use Restrictions and Obligations

Section 2.1: Covenant for Open Space.

(a) Except as otherwise provided in Section 2.6 below, those portions of the Property located within the areas designated by the Land Management Ordinance of the Town of Hilton Head Island, Title 16 of the Municipal Code of the Town of Hilton Head Island, South Carolina (the “LMO”), as adjacent street buffer areas (the “LMO Buffer Areas”) are to be used solely as Open Space, and for no other use whatsoever.

(i) For purposes of this Declaration, using the Property for Open Space shall prohibit development (vertical or horizontal) of any type on the Property, except for minor landscaping installation and maintenance for aesthetic purposes.

(ii) For purposes of this Declaration, “minor landscaping installation and maintenance” shall mean installation and maintenance of plants, trees, shrubbery, grass, pine straw, and mulch not exceeding six (6) feet in height, as approved by the Town of Hilton Head Island Design Review Board (the “DRB”) pursuant to applicable provisions of the LMO. Items specifically excluded from “minor landscaping installation and maintenance” include, without limitation, performing the following actions without the express written consent of the Declarant: construction or installation any structures, walls, retaining walls, pathways, gravel, and any other uses of stone, or performing any grading work.

(b) It is expressly understood and agreed that no building, tent, trailer, camper, recreational vehicle or other structure, either temporary or permanent, shall be erected or caused to be placed in the LMO Buffer Areas on the Property.

Section 2.2: Building Restrictions. Subject to Section 2.1 above, the only structures which may be placed on the Property not within the LMO Buffer Areas may be structures comprising all or a portion of a miniature golf course. Parking (vehicular or otherwise) shall not be placed upon the Property. Further, no structure with a height of more than thirty-six (36”) inches above grade shall be constructed, placed, established, or built on any portion of the Property not within the LMO Buffer Areas. All structures on and any development of the Property shall be subject to review and approval by the DRB pursuant to applicable provisions of the LMO.

Section 2.3: Unsightly Conditions. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon the Property, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with this Declaration.

Section 2.4: Curb Cut. Currently, there is a curb cut on and serving a portion of the Property that provides physical vehicular access to the right-of-way of William Hilton Parkway (the “Curb Cut”). The Curb Cut may not be used as a vehicular access point for ingress to or egress from the Property or any other property. In addition, the first successor in title to Declarant with respect to the Property shall close and remove the Curb Cut within ninety (90) days of notice from the Town that the Town has obtained all permits and approvals necessary for the closure of the Curb Cut. The Town shall be responsible for the costs incurred in obtaining such permits and approvals, and shall assign all such permits and approvals to the first successor in title to Declarant with respect to the Property; and the first successor in title to Declarant with respect to the Property shall be responsible for the costs incurred for the actual work necessary to close and remove the Curb Cut.

Section 2.5: No Density. The Property shall not be allowed, and shall not contain, any density or rights to density, being interpreted in accordance with the same meaning characteristics as are set forth in the Land Management Ordinance of the Town of Hilton Head Island, South Carolina (Sec. 16-1-101, et seq., Code of the Town of Hilton Head Island, South Carolina (1983)), or such other zoning or land use ordinances as may be in effect from time to time within the Town of Hilton Head Island, South Carolina.

Section 2.6: Signage. Notwithstanding the provisions of Section 2.1 above, signs as may be permitted by the LMO may be placed upon the Property, but only in accordance with the provisions of the LMO and with the approval of the DRB, or such other zoning or land use ordinances as may be in effect from time to time within the Town.

## PART THREE GENERAL

### Article III: General Provisions

Section 3.1: Duration of Covenants. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them.

Section 3.2: Remedies in the Event of Violation or Breach. In the event of a violation or breach of any of the restrictions contained herein by any owner or occupant of the Property, Declarant shall have the right to proceed at law or in equity to compel compliance with the terms of this Declaration, or to prevent the violation or breach of any terms of this Declaration, in any court of competent jurisdiction, and, in any event, and Declarant, if it is the prevailing party in any litigation to enforce the terms of this

Declaration, shall have the right to recover all reasonable costs and expenses of suit in such action, including reasonable attorneys' fees and costs whether or not incurred in conjunction with appellate proceedings.

Section 3.3: Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of these Covenants by a court of competent jurisdiction shall in no way affect any of the other restrictions of these Covenants, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of former President George W. Bush.

Section 3.4: Interpretation.

(a) In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, and which will carry out the intent of the Declarant as expressed in the recitals of these Covenants.

(b) Contrary to the restrictive common law rule of construction, these Covenants shall be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all owners who take title to the Property subject to the Covenants, do covenant and agree, and are thereby estopped to deny, that any reserved right or function of the Declarant, and any other covenant condition, restriction or obligation within these Covenants is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

(c) The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

Section 3.5: Enforcement by the Declarant. In addition to the foregoing, the Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel compliance with the terms of this Declaration or to prevent the violation or breach of the terms of this Declaration. Any owner or occupant of the Property who is adjudged by a court of competent jurisdiction to have violated any term or provision of this Declaration shall be obligated to reimburse the Declarant in full for its direct and indirect costs, including but not limited to legal fees incurred by the Defendant in maintaining compliance with these Covenants in the event the Declarant prevails in such proceedings.



**STATE OF SOUTH CAROLINA            )**

**COUNTY OF BEAUFORT                 )**

**PATHWAY EASEMENT AGREEMENT**

This Pathway Easement Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PWK Enterprises, LLC (hereinafter referred to as the "Grantor"), and The Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina 29928, (hereinafter referred to as the "Town").

**WITNESSETH**

WHEREAS, the Town has constructed a pathway for pedestrian and bicycle travel, part of which lies on the property which is described herein and referred to as the Easement Property, with said pathway being for the benefit and use of the general public; and

WHEREAS, the Grantor is the owner of the Easement Property upon which part of the  
pathway is located; and

WHEREAS, the parcels on which the Easement Property is located are adjacent to and contiguous with, and might be consolidated with, one or more tracts of the mixed use development currently known as Adventure Cove, which is more fully shown and described on that certain plat of survey entitled “Boundary, Asbuilt & Condominium Regime Survey of Adventure Cove Horizontal Property Regime and Boundary & Asbuilt Survey of Lot 2 William Hilton Parkway” prepared by Surveying Consultants, Terry G. Hatchell, SCRLS 11059, dated 22 September 2008, last revised 30 September 2015, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 142 at Page 197 (the “Adventure Cove Development”); and

WHEREAS, contemporaneously with the execution and delivery of this Pathway Easement Agreement, the Town is conveying to the Grantor the parcels on which the Easement Property is located; and

WHEREAS, the Town desires to acquire from the Grantor a permanent easement for the maintenance and use of the aforesaid pathway, subject to the terms and conditions set forth herein.

NOW, THEREFORE, know all men by these presents, the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and no other consideration, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to the Town of Hilton Head Island, South Carolina, its successors and assigns, a perpetual, non-exclusive easement to plan, lay out, build, use and maintain an asphalt pathway for pedestrian and bicycle travel, with said pathway to be utilized by the general public, on, over and across that portion of the Grantor's property which is described as follows:

All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as "PERMANENT PATHWAY EASEMENT 2,121 Sq Ft 0.05 Ac." on a Plat entitled "Plat of Easement Over Parcel 587, Mathews Plantation, Hilton Head Island, Beaufort County, South Carolina", dated July 27, 2015 and prepared by Sea Island Land Survey, LLC, which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

AND ALSO:

All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as "PERMANENT PATHWAY EASEMENT 1,841 Sq Ft 0.04 Ac." on a Plat entitled "Plat of Permanent Pathway Easement Over Parcel 96, Mathews Plantation, Hilton Head Island, Beaufort County, South Carolina", dated July 27, 2015 and prepared by Sea Island Land Survey, LLC, which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

(Herein, the "Easement Property").



The easement is granted and accepted subject to the following terms:

1. This easement is conveyed subject to all covenants, conditions, restrictions, easements, licenses, mortgages, liens, encumbrances, and conveyances of record, to all matters shown on the above-referenced plat depicting the Easement Property, and to all matters that would be revealed by an accurate survey and inspection of the Easement Property, and is subject to the rights herein reserved by the Grantor, its successors and assigns, to utilize the Grantor's property at any time, in any manner, and for any purpose, provided, however, that such use by the Grantor shall not be inconsistent with nor prevent the full utilization by the Town and the general public of the rights and privileges granted herein.
2. The Town has previously constructed an asphalt pathway for pedestrian and bicycle travel by the general public upon the Easement Property, and further agrees that the use of, access to, and travel upon said pathway shall be under the exclusive control of the Town and that the Town shall at all times comply with all applicable laws, rules, codes, and regulations in connection with the development, construction, use and maintenance of the Easement Property and the asphalt pathway to be located therein.
3. The Town shall, at its sole cost and expense, cause all timely cleaning, repair, renovation, landscaping, signage, striping, drainage improvements, and all other improvements and maintenance in general to the pathway as shall be or shall become necessary and/or prudent for the reasonable safety of all persons using said asphalt pathway.
4. The Town agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantor, its successors, assigns, invitees, guests, licensees, agents, and tenants. The Town further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, that the asphalt pathway shall at all

times be maintained in a safe condition, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore at its expense any other part of the Grantor's property that may be damaged as a result of the Town's exercise of the rights granted hereunder to its pre-existing state.

5. As a material inducement to the Grantor to grant the easement provided for herein, the Town hereby warrants and represents to the Grantor (a) that neither the granting of the within easement nor the construction of the pathway or any other improvements pursuant hereto will now or in the future affect buffer or "set back" lines or requirements now or in the future provided for in the Town's Land Management Ordinance, which shall be measured from the boundary lines of the Grantor's property, as presently configured, or as reconfigured or consolidated in the future, on which the Easement Property is located, or minimum tree coverage requirements now or in the future provided for in the Town's Land Management Ordinance for the Grantor's property, as presently configured, or as reconfigured or consolidated in the future; and (b) that the pathway to be constructed by the Town within the Easement Property is a permitted use in the adjacent street buffer required by the provisions of the Town's Land Management Ordinance.

6. The Grantor shall have the right to construct, install, and maintain an asphalt pedestrian and bicycle pathway connecting the Town's pathway to the facilities located on the Adventure Development.

7. If the Easement Property is not used by the Town for the pathway that is contemplated by this Easement Agreement for any period of twelve (12) consecutive months, then the easements granted to the Town herein shall automatically terminate without any required action on the part of the Grantor, and thereafter shall no longer be of any force or effect.

8. If either party undertakes legal action to enforce any right or remedy under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses in connection with such legal action, including but not limited to, court costs and attorney's fees, including, without limitation, such costs and fees incurred in conjunction with any appellate proceedings.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Pathway Easement Agreement to be executed by their duly authorized officers.

(SIGNATURES ON FOLLOWING PAGES)

WITNESSES:

PWK ENTERPRISES, LLC

By: 519 Enterprises, LTD. Co., Manager

2) \_\_\_\_\_  
(Signature of Witness #1)

By: 1) \_\_\_\_\_ (L.S.)  
Philip W. Knisely, Member

3) \_\_\_\_\_  
Signature of Witness #2 – the Notary Public)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**UNIFORM ACKNOWLEDGMENT**  
**S. C. CODE ANN. § 30-5-30 (SUPP. 2011)**

I, the undersigned Notary Public, do hereby certify that Philip W. Knisely personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of PWK Enterprises, LLC.

Sworn to and Subscribed before me  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

4) \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**\*\* Instructions for Execution:**

*All signatures should be in blue ink.  
ALL blanks must be filled in.  
Grantor signs at line(s) 1)  
Witness #1 signs at line 2)  
Notary Public signs at line 3)  
Notary Public signs at line 4) and affixes notary seal*

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA

\_\_\_\_\_  
(Signature of Witness #1)

By: \_\_\_\_\_ (L.S.)  
Stephen G. Riley, ICMA-CM  
Town Manager

\_\_\_\_\_  
(Signature of Witness #2 – the Notary Public)

**STATE OF SOUTH CAROLINA**

)

**COUNTY OF BEAUFORT**

)

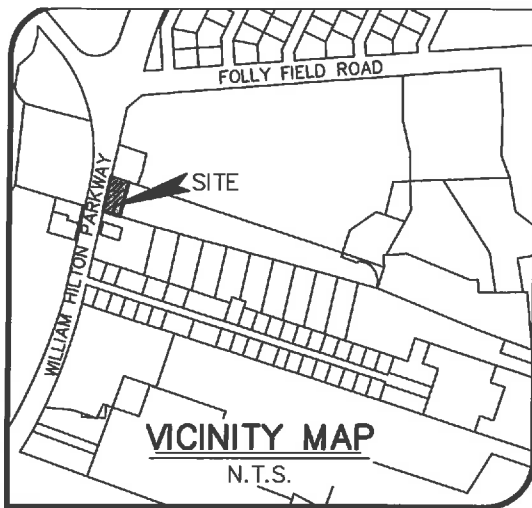
**UNIFORM ACKNOWLEDGMENT**  
**S. C. CODE ANN. § 30-5-30 (SUPP. 2011)**

I, the undersigned Notary Public, do hereby certify that STEPHEN G. RILEY personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

Sworn to and Subscribed before me  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_



WILLIAM HILTON PARKWAY U.S. HWY 278 R/W VARIES

N/F TOWN OF HILTON HEAD ISLAND  
R511 008 000 0096 0000

S71°43'06"E 61.52' 106.93' 31.69' (FROM PLAT) CMF

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	31.07	221.31	31.04	S09°55'57"W	8°02'38"
C2	31.05	219.79	31.02	S11°14'18"W	8°05'36"

LINE TABLE		
LINE	LENGTH	BEARING
L1	38.30	S 14°29'47" W
L2	48.19	S 14°24'08" W

NOTES:

- 1). THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH BY SEA ISLAND LAND SURVEY, LLC.
- 2). THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE ROD FOR BEAUFORT COUNTY.
- 3). SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
- 4). BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
- 5). USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.

SYMBOLS

- ⊙ - SANITARY MANHOLE
- ⊞ - ELECTRIC TRANSFORMER
- - TELEVISION SERVICE
- ⊞ - TELEPHONE SERVICE
- - WATER METER
- ⊞ - UNDERGROUND WATER
- CMF ⊞ - 3" CONCRETE MONUMENT FOUND
- ⊞ - VALVE BOX
- - SIGN
- IPF ⊙ - 1/2" IRON PIN FOUND
- ⊞ - STORM MANHOLE

REFERENCE PLAT

- 1) PLAT OF 0.364 ACRE, WILLIAM HILTON PKWY. A PORTION OF MATHEWS PLANTATION, HILTON HEAD ISLAND, BEAUFORT CO., SOUTH CAROLINA  
DRAWN: 12/31/87  
RECORDED IN BOOK 35, PAGE 120, DATED 2/1/88  
ROD. BEAUFORT COUNTY, SC  
BY: TERRY G. HATCHELL S.C.R.L.S. # 11059
- 2) FOUNDATION SURVEY OF: ADVENTURE COVE, FOLLY FIELD ROAD, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA  
DRAWN: 06/15/06 - SEA ISLAND LAND SURVEY  
BY: JOHN R. CARTER S.C.R.L.S. # 14801
- 3) BOUNDARY PLAT OF 17.51 AC. TRACT AT THE INTERSECTION OF FOLLY FIELD ROAD & WILLIAM HILTON PARKWAY  
HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA  
DRAWN: 5/19/2005  
RECORDED IN BOOK 107, PAGE 60, DATED 06/20/2006  
ROD. BEAUFORT COUNTY, SC  
BY: TERRY G. HATCHELL S.C.R.L.S. # 11059
- 4) PATHWAY EASEMENT PROPERTY OF BMK LIMITED PARTNERSHIP  
TOWN OF HILTON HEAD ISLAND  
BEAUFORT COUNTY, SOUTH CAROLINA  
DRAWN: 9-20-91  
RECORDED IN BOOK 42, PAGE 87, DATED  
ROD. BEAUFORT COUNTY, SC  
BY: BARRY W. CONNER S.C.R.L.S. # 9056
- 5) 24" TRANSMISSION WATER MAIN ON HILTON HEAD ISLAND  
SURVEY PREPARED FOR BEAUFORT- JASPER WATER AND SEWER AUTHORITY  
BEAUFORT COUNTY, S.C.  
DRAWN: NOV 28, 1997  
RECORDED IN BOOK 78, PAGE 186, DATED 03/26/2001  
ROD. BEAUFORT COUNTY, SC  
BY: JAMES CARUSLE RAST S.C.R.L.S. # 16187

EASEMENT AREA = 2,121 SQ FT, 0.05 ACRES  
ADDRESS: # (NOT ASSIGNED) WILLIAM HILTON PARKWAY  
DISTRICT: 511, MAP: 8, PARCEL: 587

THIS PROPERTY LIES IN F.E.M.A. ZONE A7 - 14.0'  
COMMUNITY NO. 450250, PANEL: 0014D, DATED: 9/29/86

PARCEL 587

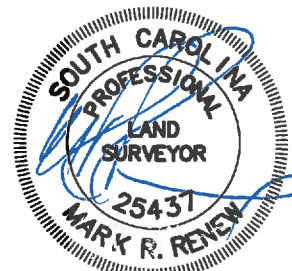
N/F STAR FISH INVESTMENTS LLC  
R511 009 000 1000 0000

PERMANENT PATHWAY EASEMENT  
2,121 Sq Ft 0.05 Ac.

N/F HEIRS OF  
GENEVA B. CHRISTOPHER  
R511 008 000 0204 0000

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

SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

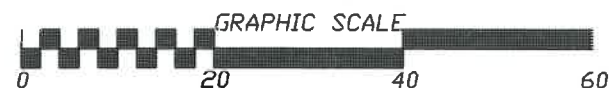


PLAT OF EASEMENT OVER:  
PARCEL 587, MATHEWS PLANTATION,  
HILTON HEAD ISLAND,  
BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR: TOWN OF HILTON HEAD ISLAND

DATE: 07/27/15

SCALE: 1" = 20'



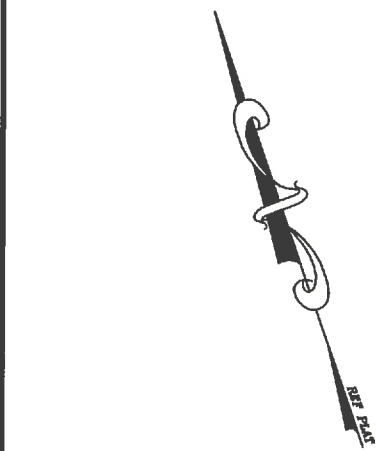
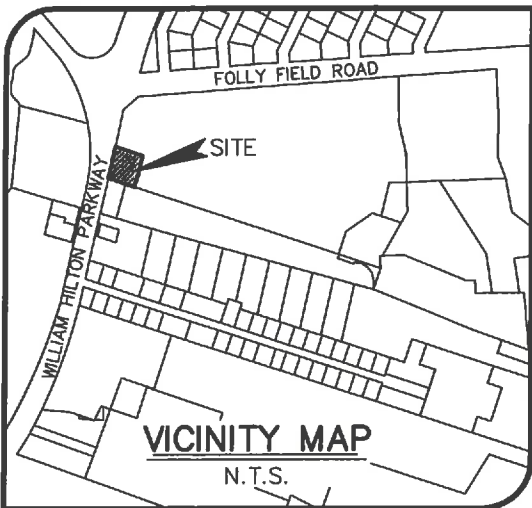
SILS Sea Island Land Survey, LLC.

4D Mathews Court,  
Hilton Head Island,  
SC 29926

FILE No: 15151

Tel (843) 681-3248  
Fax (843) 689-3871  
E-mail: sils@sprynet.com

DWG No.: 4-1822



#### REFERENCE PLAT

- 1) PLAT OF 0.364 ACRE, WILLIAM HILTON PKWY. A PORTION OF MATHEWS PLANTATION, HILTON HEAD ISLAND, BEAUFORT CO., SOUTH CAROLINA  
DRAWN: 12/31/87  
RECORDED IN BOOK 35, PAGE 120, DATED 2/1/88  
ROD. BEAUFORT COUNTY, SC  
BY: TERRY G. HATCHELL S.C.R.L.S. # 11059
- 2) FOUNDATION SURVEY OF: ADVENTURE COVE, FOLLY FIELD ROAD, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA  
DRAWN: 06/15/06 - SEA ISLAND LAND SURVEY  
BY: JOHN R. CARTER S.C.R.L.S. # 14801
- 3) BOUNDARY PLAT OF 17.51 AC. TRACT AT THE INTERSECTION OF FOLLY FIELD ROAD & WILLIAM HILTON PARKWAY HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA  
DRAWN: 5/19/2005  
RECORDED IN BOOK 107, PAGE 60, DATED 06/20/2006  
ROD. BEAUFORT COUNTY, SC  
BY: TERRY G. HATCHELL S.C.R.L.S. # 11059
- 4) PATHWAY EASEMENT PROPERTY OF BMK LIMITED PARTNERSHIP TOWN OF HILTON HEAD ISLAND BEAUFORT COUNTY, SOUTH CAROLINA  
DRAWN: 9-20-91  
RECORDED IN BOOK 42, PAGE 87, DATED  
ROD. BEAUFORT COUNTY, SC  
BY: BARRY W. CONNER S.C.R.L.S. # 9056
- 5) 24" TRANSMISSION WATER MAIN ON HILTON HEAD ISLAND SURVEY PREPARED FOR BEAUFORT- JASPER WATER AND SEWER AUTHORITY BEAUFORT COUNTY, S.C.  
DRAWN: NOV 28, 1997  
RECORDED IN BOOK 78, PAGE 186, DATED 03/26/2001  
ROD. BEAUFORT COUNTY, SC  
BY: JAMES CARLISLE RAST S.C.R.L.S. # 16187

EASEMENT AREA = 1,841 SQ FT, 0.04 ACRES  
ADDRESS: # 575 WILLIAM HILTON PARKWAY  
DISTRICT: 511, MAP: 8, PARCEL: 96

THIS PROPERTY LIES IN F.E.M.A. ZONE A7 - 14.0'  
COMMUNITY NO. 450250, PANEL: 0014D, DATED: 9/29/86

N/F STAR FISH INVESTMENTS LLC

R511 009 000 1000 0000

WILLIAM HILTON PARKWAY U.S. HWY 278 R/W VARIES

CONCRETE SIDEWALK

ASPHALT PATHWAY

CENTERLINE OF 12' PATHWAY EASEMENT  
PLAT BOOK 42 PAGE 87

PARCEL 96

PERMANENT PATHWAY EASEMENT  
1,841 Sq Ft 0.04 Ac.

N/F TOWN OF  
HILTON HEAD ISLAND

R511 008 000 0587 0000

SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

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



NOT VALID UNLESS EMBOSSED.

#### CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	15.62	429.02	15.62	S11°05'29"W	2°05'08"
C2	25.14	665.16	25.14	S11°07'53"W	2°09'57"
C3	22.18	616.15	22.17	S11°11'00"W	2°03'43"
C4	31.79	400.00	31.78	S12°25'45"W	4°33'13"

#### LINE TABLE

LINE	LENGTH	BEARING
L1	40.90	S 14°42'21" W

#### SYMBOLS

- ⊙ - SANITARY MANHOLE
- ⊠ - ELECTRIC TRANSFORMER
- - TELEVISION SERVICE
- - TELEPHONE SERVICE
- - WATER METER
- ⊗ - UNDERGROUND WATER
- CMF ⊠ - 3" CONCRETE MONUMENT FOUND
- ⊠ - VALVE BOX
- ⊠ - SIGN
- IPF ⊙ - 1/2" IRON PIN FOUND
- ⊙ - STORM MANHOLE

#### NOTES:

- 1). THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH BY SEA ISLAND LAND SURVEY, LLC.
- 2). THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE ROD FOR BEAUFORT COUNTY.
- 3). SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
- 4). BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
- 5). USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.

PLAT OF PERMANENT PATHWAY EASEMENT OVER:

PARCEL 96, MATHEWS PLANTATION,  
HILTON HEAD ISLAND,  
BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR: TOWN OF HILTON HEAD ISLAND

DATE: 07/27/15

SCALE: 1" = 20'



**SILS** Sea Island Land Survey, LLC.

4D Mathews Court,  
Hilton Head Island,  
SC 29926

FILE No.: 12134/2

Tel (843) 681-3248  
Fax (843) 689-3871  
E-mail: sils@sprynet.com

DWG No.: 4-1821

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# **TOWN OF HILTON HEAD ISLAND**

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Charles Cousins, AICP, *Director of Community Development*  
**VIA:** Shawn Colin, AICP, *Deputy Director of Community Development*  
**FROM:** Jayme Lopko, AICP, *Senior Planner*  
**DATE:** February 5, 2016  
**SUBJECT:** Public Art Site Selection

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**Recommendation:** The Public Facilities Committee met on January 25, 2016 to review the additional sites for public art placement and voted 3-0-0 to recommend that Town Council approve the new Coligny Park, the old Gullah Market, and the NW corner of Squire Pope Road and William Hilton Parkway as potential sites for placement of Public Art on Hilton Head Island.

Staff recommends that the Town Council approve the new Coligny Park, the old Gullah Market, and the NW corner of Squire Pope Road and William Hilton Parkway as potential sites for placement of Public Art on Hilton Head Island.

**Summary:** Although most pieces of art donated to the Town are purchased by the Public Art Committee as a result of their Biennial Public Art Exhibition, pieces are sometimes donated with the intent of being included in the Town's public art collection. As the Town's public art collection grows the Public Art Committee identifies potential sites that would be suitable for the placement of public art.

There have been seven sites previously approved by Town Council, three in September of 2010, two in September of 2012, one in 2014 with the approval of the park improvement plan for Shelter Cove Community Park, and one in April of 2015.

- Site A: Former Welcome Center site on US 278
- Site B: Jarvis Creek Park Lake
- Site C: Town-owned parcels in the Chaplin Community (on west side of US 278 past Sherwin Williams store and before the old Cracker Barrel Site)
- Site D: Former Rock's Location
- Site E: Town-owned Marshfront Parcel in Stoney Area
- Site F: Shelter Cove Community Park
- Site G: Veterans Memorial at Shelter Cove Community Park



After reviewing these locations with Town staff, the following sites have been submitted by the Public Art Committee to Town Council for consideration:

- Site H: New Coligny Park
- Site I: Old Gullah Market
- Site J: NW corner of Squire Pope Road and William Hilton Parkway

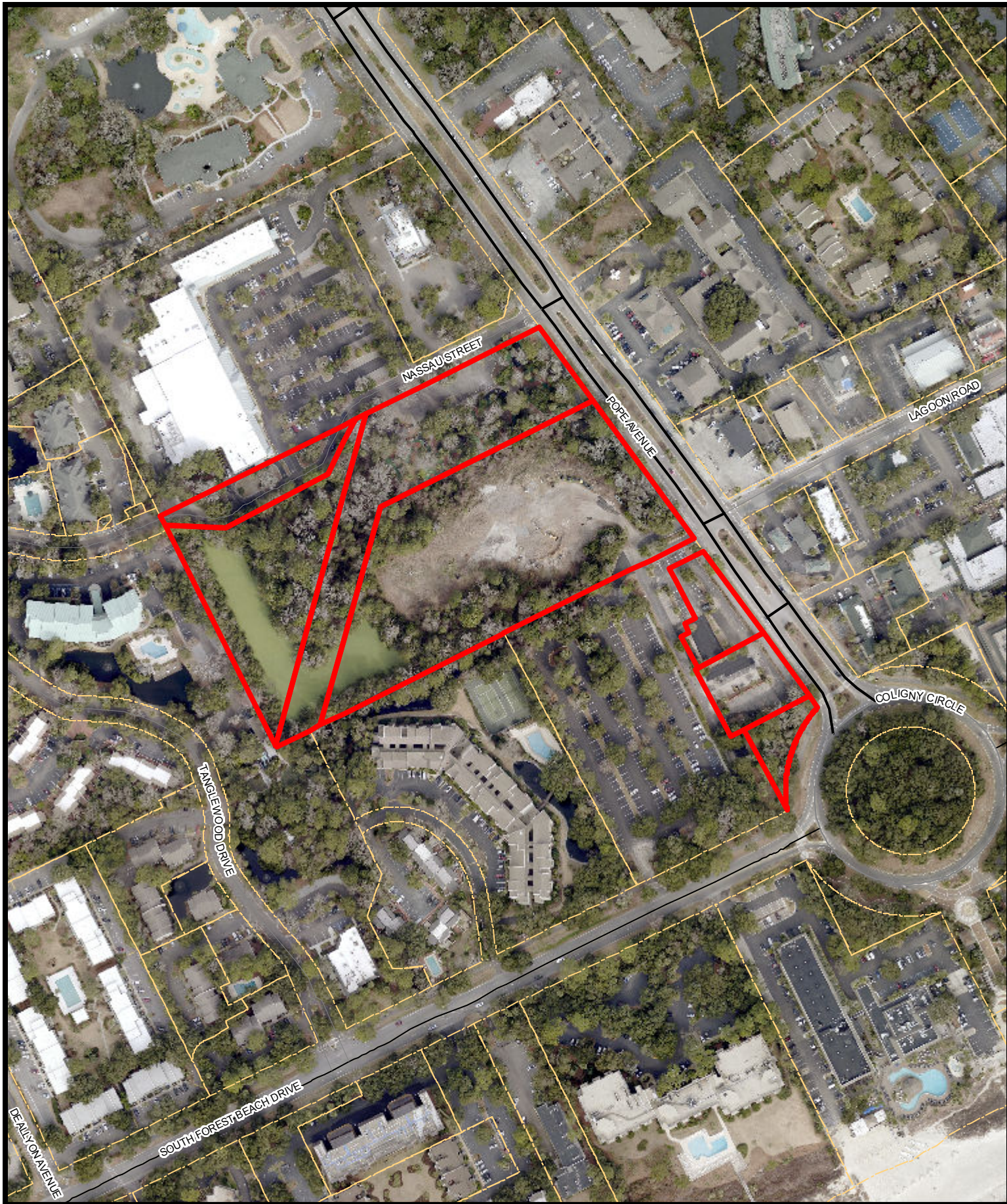
**Background:** The Community Foundation of the Lowcountry created a Public Art Fund for the purposes of funding and acquiring public art and outdoor sculpture to be placed in the public realm on Hilton Head Island. This request will support the Public Art Committee's effort to build upon the collection of public art pieces located in public places.

Town staff has been working with the Public Art Committee to bring public art to the new Coligny Park. Before a piece of art can be accepted, the park location needs to be added to list of sites that are approved for public art placement. This request will support the Public Art Committee's effort to build upon the collection of public art pieces located in public places.

**Attachments:**

- Attachment A:* Site H Location Map: New Coligny Park
- Attachment B:* Sites I & J Location Map: Old Gullah Market and NW corner of Squire Pope Road and William Hilton Parkway
- Attachment C:* Letter from Community Foundation of the Lowcountry Public Art Committee
- Attachment D:* Letter from Community Foundation of the Lowcountry Public Art Committee





TOWN OF HILTON HEAD ISLAND  
ONE TOWN CENTER COURT  
HILTON HEAD ISLAND, S.C. 29928  
PHONE (843) 341-6000

## Town of Hilton Head Island New Coligny Park Location

250 130 0 250 Feet



This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion.





TOWN OF HILTON HEAD ISLAND  
 ONE TOWN CENTER COURT  
 HILTON HEAD ISLAND, S.C. 29928  
 PHONE (843) 341-6000

# **Town of Hilton Head Island** Old Gullah Market and NW corner of Squire Pope Road & William Hilton Parkway Locations

175 87.5 0 175 Feet



This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion.





4 Northridge Drive, Suite A • Post Office Box 23019 • Hilton Head Island, SC 29925  
P: 843.681.9100 • F: 843.681.9101 • cf-lowcountry.org

November 9, 2015

The Honorable David Bennett  
Mayor  
Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, South Carolina 29928

Re: Public Art

Dear Mr. Mayor:

As you know, the Public Art Fund of the Community Foundation of the Lowcountry was established for the purposes of funding and acquiring public art and outdoor sculpture to be placed in the public realm on Hilton Head Island. The 2015 Public Art Exhibition is now in "full swing" on the grounds of the Coastal Discovery Museum at Honey Horn Plantation.

The Public Art Fund committee would like to add the area designated for the "new" Coligny Park as a Town approved site for future public art installation. Therefore, we request that approval of the Coligny Park area as an approved site be included on the next Public Facilities Committee agenda for consideration. If you or the members of the Public Facilities Committee require additional information regarding our request, please do not hesitate to contact me.

We will, of course, continue consideration of all previous sites approved by Town Council in 2010 and 2012 as options for placement.

I hope you have gotten out to see the current Exhibition which runs through December 31; I am enclosing the map of the Exhibition which briefly describes the pieces of exhibit.

Yours Truly,

A handwritten signature in dark ink, appearing to read "Elizabeth Mayo", is written over the typed name.

Elizabeth B. Mayo  
Chair, Public Art Fund committee  
Community Foundation of the Lowcountry

EBM/wj  
Enclosure



# TOWN OF HILTON HEAD ISLAND

## *Public Projects and Facilities Management Department*

---

**TO:** Stephen G. Riley, ICMA-CM, Town Manager  
**VIA:** Scott Liggett, PE, Director of PP&F/Chief Engineer  
**FROM:** Jeff Buckalew, PE, Town Engineer  
Darrin Shoemaker, PE, Town Transportation and Traffic Engineer  
**CC:** Colin Kinton, Beaufort County Traffic Engineer  
**DATE:** February 22, 2016  
**SUBJECT:** Recommendation for County's Jenkins Island US 278 Access Management  
Transportation Project

---

### **Recommendation:**

Staff recommends Town Council endorse the County's recommended alternative solution (2-A, also known as the Restricted Crossing U-Turn or Super Street option) for transportation safety and access management improvements along US 278 on Jenkins Island. Staff further recommends that the Town's capital improvement project on US 278 from Squire Pope Road to Jenkins Island be coordinated with the County's project and expedited to the maximum extent practical based on funding strategies in the CIP. On February 22, 2016, the Public Facilities Committee voted unanimously to forward this recommendation to Town Council with the condition that consideration be given to the design modifications as suggested by citizens during public comment.

### **Summary:**

Beaufort County has undertaken an exhaustive engineering study of access management and safety improvements along the US 278 Jenkins Island corridor (available for review upon request). The County and their engineering consultant both recommend alternative 2-A as the preferred alternative. The Windmill Harbour POA traffic committee also strongly supports Alternative 2-A, while the official review and position of the SCDOT are still pending at this time.

While both the frontage road and Super Street alternatives have merits, Alternative 2-A could be built much faster at much less cost and focuses on conveyance and safety improvements in the US 278 right of way. Engineering staff recommends the Town adopt a position supporting the County's preferred alternative based primarily on the safety and operational efficiencies, cost and time savings, and also due to the positive synergy it will provide towards other important transportation projects that are needed in this corridor. This project is proposed to be funded solely by the County, via the 2016 sales tax referendum or other means; however the Town will be asked to donate areas of right-of-way as required from the Jenkins Tract.

**Background:**

In 2012 Town Council acted to formally support the construction of the Bluffton Parkway Phase 5-A (Flyover) project on a condition that the State, County and Town make their best efforts to ensure that access management improvements to US 278 in the Windmill Harbour area be coordinated so as to be implemented at the same time the flyover project is completed. Interim improvements by the SCDOT were constructed this past fall. This County project would complete those improvements in this area.

Based on the latest annual Traffic Monitoring and Evaluation Report, the Town's top traffic deficiency is the US 278 – Squire Pope Road intersection. The solution to this problem entails improvements adding through lanes and auxiliary lanes to the US 278 corridor from this intersection west to Jenkins Island that would meet the end of the widening as proposed within the recommended Alternate 2-A project. This is a Town CIP project now being studied and shown as future construction with timing depending on funding. Once these projects are constructed, the bridges connecting the island to the mainland would be the last remaining four-lane section from SC 170 to the Cross Island Parkway interchange. With the completed mainland widening of US 278, the Bluffton Parkway extension and now this project, more urgency by the SCDOT may be assigned to the advancement of a bridge replacement project. An endorsement of Alternative 2-A appears to be the optimal strategy toward the provision of a widened US 278 section on the Town's side of the bridges to the mainland in the near term.

The two signalized intersections proposed for Jenkins Island will reroute minor street left-turn movements to median U-Turn crossovers on a widened US 278, thereby providing major advantages, including reduced delay and congestion for through traffic on US 278 and reduced opportunities for collisions compared to conventional designs. Each would only stop traffic in one direction, so a motorist passing through the corridor in either direction would only encounter one traffic signal. The consultant's engineering study projects reduced travel times for eastbound and westbound US 278 traffic during the morning and afternoon peak volume periods, respectively, when comparing the 2035 Alternative 2 built conditions with the 2020 no-build conditions. A summary of operational conditions associated with existing conditions, Alternative 1, and Alternative 2-A as projected by the study is attached.

Preliminary drawings for Alternate 2-A, show a right-of-way requirement of approximately 0.77 acres of Town-owned land from the Jenkins Island tract on the northern side of US 278. This is compared with the approximate 3.00 acres required to build the frontage road proposed in Alternate 1 as outlined in the study. Alternate 2-A also has far less environmental impacts on Jenkins Island. Unlike Alternate 1, Alternate 2-A does not require the Windmill Harbour community to establish a second, full-time egress-only secured access, and avoids impacts in the vicinity of the Blue Heron Point community that have been opposed by some of its residents.

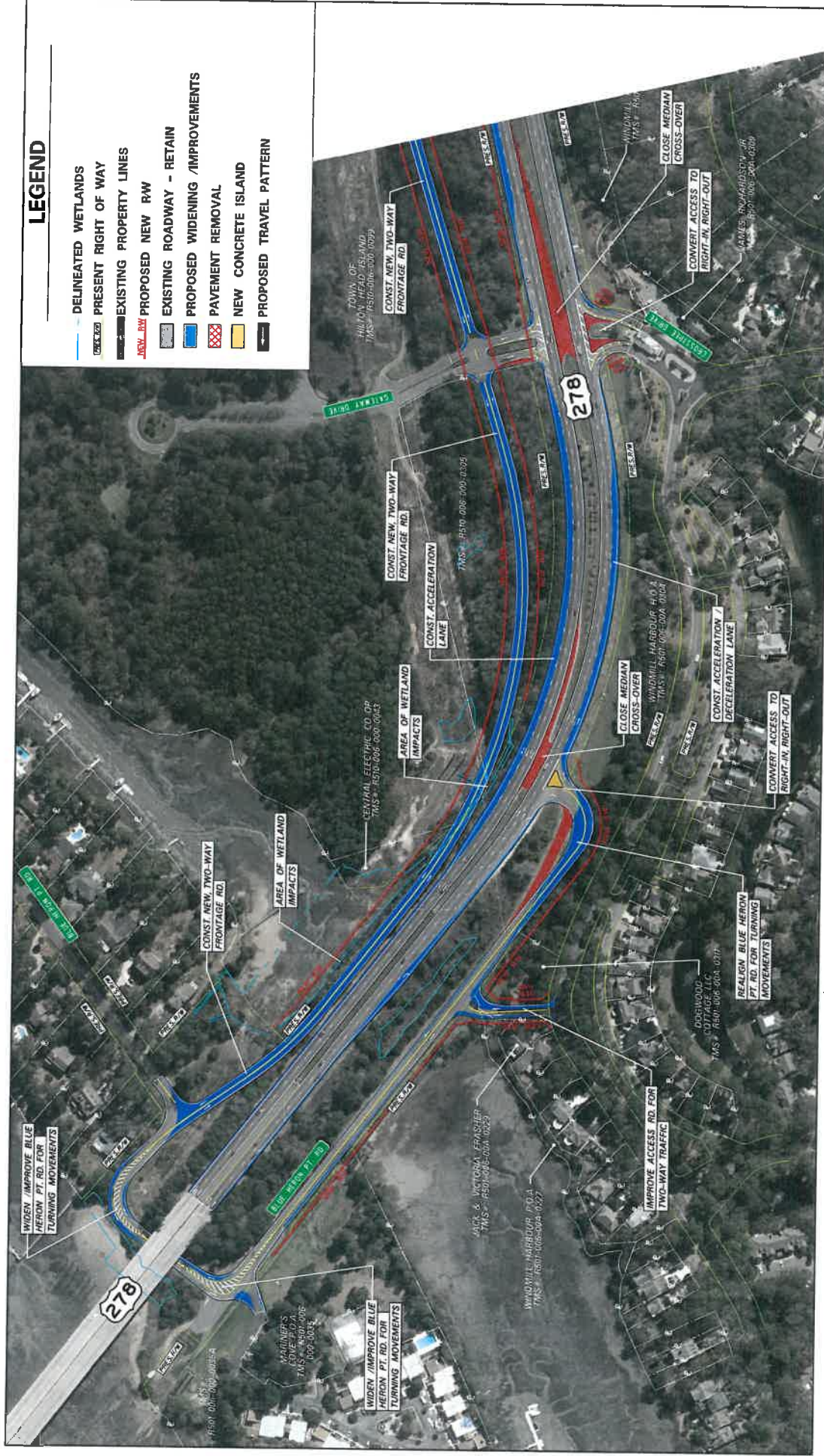












# LEGEND

- DELINEATED WETLANDS
- PRESERVE RIGHT OF WAY
- EXISTING PROPERTY LINES
- PROPOSED NEW RW
- EXISTING ROADWAY - RETAIN
- PROPOSED WIDENING /IMPROVEMENTS
- PAVEMENT REMOVAL
- NEW CONCRETE ISLAND
- PROPOSED TRAVEL PATTERN



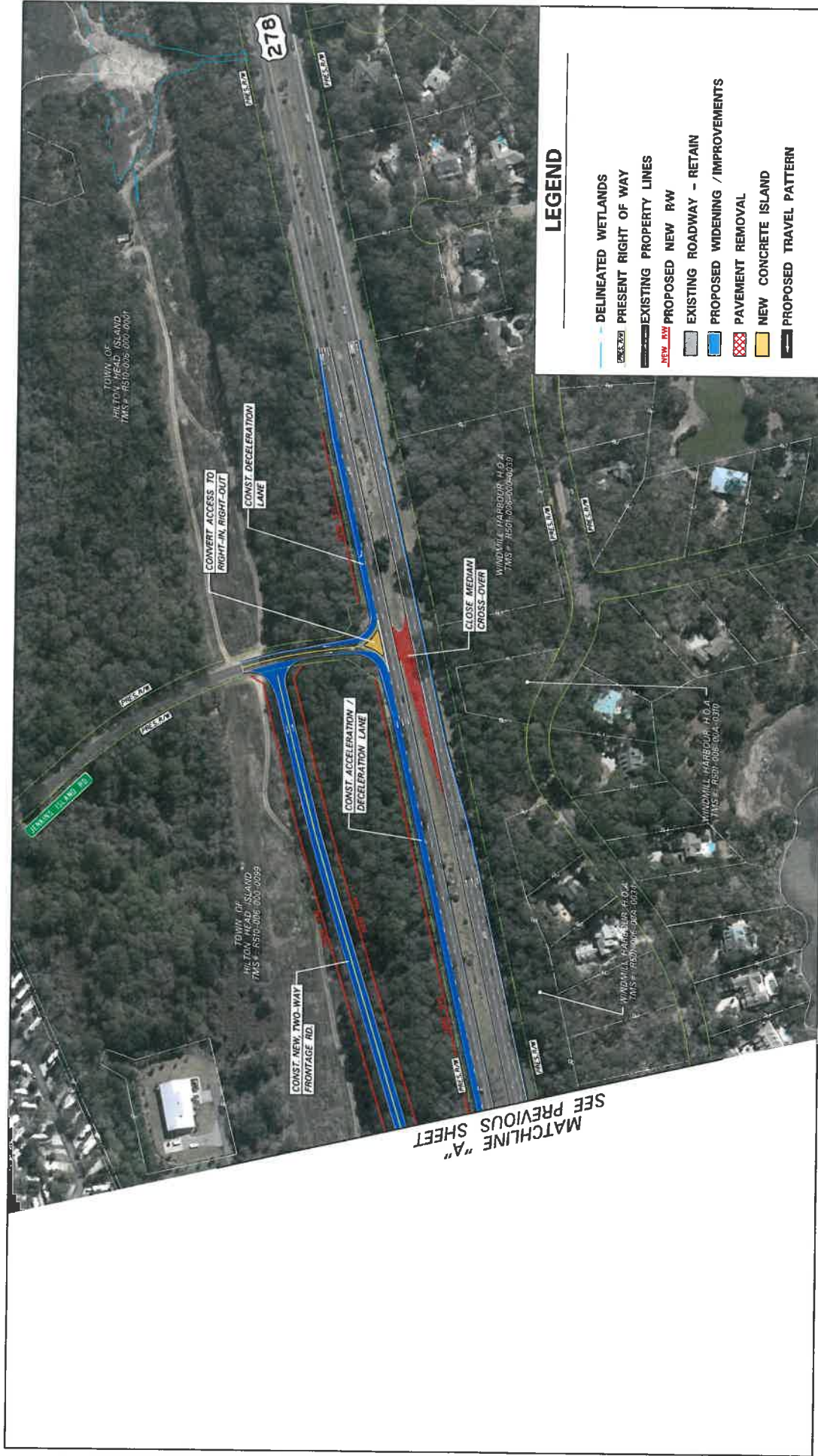
DATE NOV. 20, 2015  
FIGURE  
ALT. 1 - SHEET 1

JENKINS ISLAND ACCESS MANAGEMENT SYSTEM  
BEAUFORT COUNTY, SC  
ALTERNATIVE NO. 1  
RIGHT-IN / RIGHT-OUT WITH FRONTAGE ROAD  
PRELIMINARY ENVIRONMENTAL SCREENING REPORT

HDR

NOT RECOMMENDED





**FOR**

DATE NOV. 20, 2015  
FIGURE ALT. 1 - SHEET 2

JENKINS ISLAND ACCESS MANAGEMENT SYSTEM  
BEAUFORT COUNTY, SC  
ALTERNATIVE NO. 1  
RIGHT-IN / RIGHT-OUT WITH FRONTAGE ROAD  
PRELIMINARY ENVIRONMENTAL SCREENING REPORT

**NOT RECOMMENDED**

Table 4-1. Intersection LOS Summary – Build Condition – Alternative 1

Intersection	Control	Movement	Condition	AM Peak			PM Peak			Weekend		
				LOS	Delay (Sec)	v/c	LOS	Delay (Sec)	v/c	LOS	Delay (Sec)	v/c
Blue Heron Point Road @ US 278	Free	NBR	2020	A	0.5	0.02	A	0.4	0.02	A	0.6	0.02
			2035	A	0.4	0.02	A	0.4	0.02	A	0.5	0.02
Crosstree Drive @ US 278	Free	NBR	2020	A	0.8	0.03	A	0.9	0.03	A	0.7	0.01
			2035	A	0.7	0.03	A	0.8	0.03	A	0.7	0.01
Jenkins Road @ US 278	Free	SBR	2020	A	1.0	0.01	A	0.8	0.02	A	0.6	0.01
			2035	A	0.8	0.01	A	0.8	0.02	A	0.8	0.01

Table 4-1 Notes:

Control refers to the movement of the vehicle at the turn. For example, a vehicle traveling northbound on Blue Heron Point Road would not be required to stop before merging onto US 278.

Movement refers to vehicle direction and turning movement. For example, NBR indicates a vehicle traveling northbound on Blue Heron Point Road and turning right onto US 278.

Due to free flow conditions, delay were estimated from SimTraffic simulation and v/c were estimated from saturation flow rate.

In Alternative 1, auxiliary lanes were considered between Blue Heron Point Road and Crosstree Drive in the eastbound direction and between Jenkins Island Road and Gateway Drive in the westbound direction. Both of these auxiliary lanes introduce weaving conditions between these intersections. Weaving analyses were performed to evaluate the operating conditions between these intersections. The results of the analyses are shown in Table 4-2. Based on the analyses, both the weaving sections are expected to operate at satisfactory LOS B or better during both opening (2020) and design year (2035) traffic volume conditions.

Table 4-2. Weave Segment Analysis – Build Condition – Alternative 1

Weave Section	Direction	Condition	AM Peak		PM Peak		Weekend	
			LOS	Density (pc/mi/ln)	LOS	Density (pc/mi/ln)	LOS	Density (pc/mi/ln)
US 278 between Blue Heron Point Road & Crosstree Drive	EB	2020	B	22.0	B	13.3	B	18.0
		2035	B	16.9	A	10.3	B	13.9
US 278 between Jenkins Island Road & Gateway Drive	WB	2020	A	9.7	B	22.7	B	14.1
		2035	A	7.6	B	17.4	A	10.9

Table 4-3 shows the results of the capacity analyses for Alternative 2A. Based on the results of the capacity analysis, both the proposed signalized intersections are expected to operate at satisfactory LOS B or better during 2020 opening and 2035 design year traffic volumes.

Table 4-3. Intersection LOS Summary – Build Condition – Alternative 2A

Intersection	Control	Movement	Condition	AM Peak			PM Peak			Weekend		
				LOS	Delay (Sec)	v/c	LOS	Delay (Sec)	v/c	LOS	Delay (Sec)	v/c
Blue Heron Point Road @ US 278	Signal	Overall	2020	A	5.2	0.71	A	6.9	0.56	A	5.6	0.65
			2035	A	5.4	0.74	A	7.1	0.58	A	5.7	0.67
Crosstree Drive @ US 278	Stop	NBR	2020	D	34.9	0.35	A	9.8	0.10	B	10.1	0.07
			2035	E	41.1	0.41	A	9.9	0.10	B	10.3	0.07
Jenkins Road @ US 278	Stop	SBR	2020	A	9.9	0.03	D	29.5	0.19	B	10.5	0.03
			2035	B	10.0	0.03	D	32.1	0.22	B	10.6	0.04
Median U-Turn east of Jenkins Road	Signal	Overall	2020	B	12.8	0.39	A	8.4	0.72	B	10.6	0.53
			2035	B	12.8	0.40	A	8.9	0.75	B	10.8	0.55

Notes:



Control refers to the movement of the vehicle at the turn. For example, a vehicle traveling northbound on Blue Heron Point Road would be required to stop at a signal before merging onto US 278.

Movement refers to vehicle direction and turning movement. For example, NBR indicates a vehicle traveling northbound on Blue Heron Point Road and turning right onto US 278.

Due to free flow conditions, delay were estimated from SimTraffic simulation and v/c were estimated from saturation flow rate.

SIMTRAFFIC from Synchro 8 software was also used to analyze the travel time and travel speed within the study corridor. The analysis was performed using the 2020 opening year and 2035 design year traffic volumes considering both no-build and build conditions. For both 2035 no-build and 2035 build condition, it was assumed that US 278 would be widened to provide an additional through lane in each direction. The results of the analysis are shown in Table 4-4.

Table 4-4. Arterial Travel Time and Speed Analysis

Movement	Condition	Travel Time (sec)			Travel Speed (mph)		
		AM	PM	Weekend Peak	AM	PM	Weekend Peak
US 278 Eastbound	2020 No-Build Condition	87.3	64.4	70.4	35	46	42
	2020 Build Condition-Alternative 1	84.7	63.3	68.0	35	47	44
	2020 Build Condition-Alternative 2A	100.0	80.6	87.6	33	41	38
	2035 No-Build Condition	65.9	62.3	63.0	45	47	47
	2035 Build Condition- Alternative 1	64.7	61.8	63.5	46	48	47
	2035 Build Condition- Alternative 2A	78.5	75.2	76.6	42	44	43
US 278 Westbound	2020 No-Build Condition	80.7	115.8	85.8	43	30	35
	2020 Build Condition - Alternative 1	75.3	97.4	78.8	44	35	42
	2020 Build Condition - Alternative 2A	75.8	123.6	78.9	38	23	37
	2035 No-Build Condition	74.3	79.4	69.9	45	42	43
	2035 Build Condition - Alternative 1	68.4	72.3	74.7	49	46	45
	2035 Build Condition - Alternative 2A	73.0	78.8	71.7	40	37	40

AVG. IMPACTS TO  
US 278 TRAFFIC

NOTED BY  
JJB  
2-22-16

$\Delta_{1A} = +12.7 \text{ SEC.}$

$\Delta_{2A} = +12.6 \text{ SEC.}$


$\Delta_{3A} = -8.8 \text{ SEC.}$

$\Delta_{1P} = +7.8 \text{ SEC.}$

$\Delta_{2P} = -0.6 \text{ SEC.}$

$\Delta_{3P} = -37 \text{ SEC.}$

Table 4-4 shows an improvement on the facility travel time and speeds for the build conditions for Alternative 1. This alternative would eliminate the conflicting left-turning movements from the traffic stream and hence improve the overall traffic operations on US 278. Due to the addition of traffic signals in both the eastbound and westbound directions on US 278, Alternative 2A would have some impact on the travel time and



speed for the build conditions. However, both signals would function under two-phase operation and would allocate the majority of green time to the through traffic on US 278. Thus, the proposed traffic signals of Alternative 2A are not expected to have significant adverse impact on the through traffic on US 278.