



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

**August 4, 2015**

**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**

- 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**
- 6) Approval of Minutes**
  - a. Town Council Meeting, July 21, 2015
- 7) Report of the Town Manager**
  - a. Semi-Annual Update of the Planning Commission – Alex Brown, Chairman
  - b. 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**

**a. Second Reading of Proposed Ordinance 2015-03**

Second Reading of Proposed Ordinance 2015-03 authorizing the execution of a Sale and Purchase Agreement and the execution of one or more deeds for the sale of approximately 0.472 acres of real property along Spanish Wells Road to South Carolina Department of Transportation, 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.

**11) New Business**

**a. Consideration of a Resolution - Community Rating System Program for Public Information**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to approve the Town of Hilton Head Island Community Rating System Program for Public Information.

**b. Consideration of a Resolution – Public Art**

Consideration a Resolution of the Town of Hilton Head Island, South Carolina, authorizing the execution of a gift agreement with the Community Foundation of the Lowcountry for the acquisition of the “Carocol” sculpture.

**5:30 P.M. – PUBLIC HEARING – Proposed Addendum #1 to that certain Amended and Restated Development Agreement dated November 19, 2014 between Shelter Cove Towne Centre, LLC, and the Town of Hilton Head Island**

**c. First Reading of Proposed Ordinance 2015-18**

First Reading of Proposed Ordinance 2015-18 to amend Title 16, the Land Management Ordinance, of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map and the Palmetto Dunes Resort Master Plan with respect to the certain parcels identified as Parcel 7, on Beaufort County Tax Map #12C, and an approximately 4.4 acre portion of Parcel 2 on Beaufort County Tax Map #12C, within the Palmetto Dunes Resort Master Plan under the PD-1 Planned Development Mixed Use District, to amend the associated uses and densities for Parcel 7, Tax Map #12C to community park and 120-150 multi-family dwelling units; and the portion of Parcel 2, Tax Map #12C to 80-120 multi-family dwelling units and community park; provided the aggregate total of multi-family units does not exceed 240 total and providing for severability and an effective date.

**d. First Reading of Proposed Ordinance 2015-17**

First Reading of Proposed Ordinance 2015-17 of the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the execution of Addendum #1 to that certain Amended and Restated Development Agreement for Shelter Cove Mall with Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC for the redevelopment of property previously known as the Mall at Shelter Cove and surrounding property, 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.

**e. First Reading of Proposed Ordinance 2015-20**

First Reading of Proposed Ordinance 2015-20 of the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the sale of real property owned by the Town of Hilton Head Island, South Carolina, to Shelter Cove II, LLC, in exchange for land to be conveyed to the Town of Hilton Head Island, South Carolina and owned by Shelter Cove II, LLC, in conjunction with Addendum #1 to that certain Amended and Restated Development Agreement, 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.

**f. First Reading of Proposed Ordinance 2015-21**

First Reading of Proposed Ordinance 2015-21 of the Town Council for the Town of Hilton Head Island, South Carolina, authorizing the establishment of covenants and restrictions on real property in conjunction with Addendum #1 to that certain Amended and Restated Development Agreement, 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.

**g. Appointments to Board and Commissions**

**12) Executive Session (if necessary)**

**a. Land Acquisition**

- 1) Discussion of negotiations incident to proposed sale or purchase of property related to the Lagoon Road extension.

**b. Legal Matters**

- 1) Receipt of legal advice pertaining to proposed contractual arrangements related to the Shelter Cove Towne Centre Development Agreement.
- 2) Receipt of legal advice pertaining to proposed contractual arrangements with Palmetto Hall and Beaufort County related to the Airport.
- 3) Discussion regarding the negotiations incident to proposed contractual agreements with the Hilton Head Island – Bluffton Chamber of Commerce and Visitor & Convention Bureau.

**c. Consideration of Appointments to Boards and Commissions**

**d. Employment Matters**

- 1) Discussion regarding the Town Attorney Annual Performance Review.
- 2) Discussion of the Town Manager's Annual Performance Review.

**13) Adjournment**

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

**Date:** Tuesday, July 21, 2015

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

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

**Present from Town Staff:** Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Jill Foster, *Deputy Director of Community Development*; Susan Simmons, *Director of Finance*; Scott Liggett, *Director of Public Projects & Facilities/Chief Engineer*; Shea Farrar, *Senior Planner*; Tom Fultz, *Director of Administrative Services*; Jennifer Ray, *Urban Designer*; Brad Tadlock, *Fire Chief*; Brian Hulbert, *Staff Attorney*; Jeff Buckalew, *Town Engineer*; John Valvo, *Systems Analyst*; Lynn Buchman, *Senior Administrative Assistant*

**Present from Media:** None

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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 mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

**5) Proclamations and Commendations**

a. Mayor's Honored Islander Awards

- John Shkor
- Luther Strayer, III
- Loretta Warden

All recipients were present to accept their awards.

**6) Approval of Minutes**

a. Town Council Meeting, June 16, 2015

Mr. Harkins moved to approve. Mr. McCann seconded. Mr. Edwards pointed out the minutes referenced reports from DNAI, and this should to be corrected to DMAI (Destination Marketing Association International). The minutes of the June 16, 2015, regular Town Council meeting were approved as corrected by a vote of 7-0.

**7) Report of the Town Manager**

a. Semi-Annual Update of the Board of Zoning Appeals - Glenn Stanford, Chairman

Mr. Stanford presented his report for the period January, 2015 through June, 2015, noting decreased activity, which he opined was due to the implementation of the much improved zoning ordinance.



**b. Semi-Annual Update of the Design Review Board - Scott Sodemann, Chairman**

Mr. Sodemann, immediate past Chairman, presented his report for the period January, 2015 through June 2015. Mr. Riley thanked him for his service on the Committee.

**c. Presentation from First Tee**

Mike Davis and Gerrold Walker from First Tee presented a plaque to Mayor Bennett in appreciation for the Town's efforts on its behalf.

**d. Island Compass App Update**

Ari Pernice from the Hilton Head Island – Bluffton Chamber of Commerce updated Council on the new Island Compass App that was developed and launched on June 30, 2015. Through a PowerPoint presentation she briefly outlined the background, the marketing efforts and tracking of usage underway, the resulting downloads, tools for locating local businesses provided through the app, the next outreach steps being planned, and how businesses who are not members of the Chamber can be added.

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

Mr. Riley reported on the items of interest listed below.

- (1) Town News
- (2) Noteworthy Events

**8) Reports from Members of Council**

**a. General Reports from Council**

Mayor Bennett reported that on Saturday he had accepted on behalf of the Town the Award for Economic Development from the Municipal Association of South Carolina for the top economic development project in the State, that project being the Shelter Cove Towne Centre development. He thanked everyone involved in the project.

Mr. McCann reported that the ATAC Committee has made improvements to the application for those requesting funding for this year, and he noted the changes would include more accountability, the successes achieved, and plans for the future.

Mr. Harkins noted a communication plan is being formulated in conjunction with the Chamber and others in preparation for the Ironman Event that is close to announcing Hilton Head Island as its locale.

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

No report.

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

Mrs. Likins reported the Arts and Cultural Strategic Planning Committee is continuing to make significant progress, as they divide up the scope of work and make assignments among the Committee members to meet a deadline of early November to provide input to Council for its planning for next year.

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

Mr. Lennox reported the Public Planning Committee met on June 30, 2015, and approved a request to forward a recommendation to Council related to the Program for

Public Information, which is part of the Community Rating System, ultimately resulting in lower flood insurance premiums Island-wide. The Committee will meet again on July 23 to review the Hilton Head Island Design Guide and to hear a presentation from United Way related to a request for their fund raising signs and dates. Mayor Bennett noted he was encouraged that the Town Staffs' efforts had resulted in a 25% reduction in premiums, and the efforts to disseminate that information to the public was discussed.

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

No report.

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

No report.

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

- (1) Recommendation of the Finance and Administrative Committee to the Town Council to select Patrick Ibarra of the Mejorando Group to facilitate Town Council's annual strategic planning workshop.

Mr. McCann reported that Committee was seeking a new facilitator for this year's workshop and conducted 3 interviews. Mr. McCann moved that the Town Manager be authorized to contract with Mr. Ibarra to facilitate the Town Council's annual goal-setting workshop. Mr. Harkins seconded. A brief discussion followed concerning how the Committee arrived at its selection. The motion was approved by a vote of 7-0.

- (2) Recommendation of the Finance and Administrative Committee to the Town Council to authorize the Town Manager to seek request for qualifications from qualified local and regional Public Relations Firms/Entities to assist the Town with developing/implementing an effective public communication program on the following Council priorities: Arts & Culture Collaborative Strategy; Coligny Circle; Sea Pines Circle Area Plan; Heritage/Cultural/Tourism; Roads and Sewer; USCB Campus Development; and Vision and Master Plan for the Island.

As a result of the Committee's recommendation, Mr. McCann moved that the Town Manager issue a RFQ for a public relations/marketing firm. Mr. Harkins seconded. A discussion followed concerning the guidelines and rating system being utilized, and Tom Fultz, Director of Administrative Services, offered to adjust the RFQ according to the comments received from Council and resubmit it to them for approval. A brief discussion ensued concerning how the PR firm would be utilized to publicize the Town's efforts being taken and accomplishments. The motion was approved by a vote of 7-0.

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

Mr. Lennox reported that the Committee continues to meet weekly. He noted an outstanding presentation had been made by Diana Permar on current and future market trends, which has provided motivation for continuing to develop a circle to circle vision. He noted they are exploring available parking and transportation options, reviewing parameters for developing the growth and build-out scenarios as it relates to the traffic modeling recently done, and they are now focusing on bedrock qualities of

the area and the compilation of the community feedback to the 3 questions posed: (1) What is the anticipated purpose and function of the Coligny to Sea Pines Circle area; (2) What are the changes needed to facilitate that function and purpose; and (3) What are the anticipated threats or hurdles to overcome. Mrs. Likins commented on Ms. Permar's presentation, which she noted was a reminder that the vision for the Island is being built for the millennial generation, and their thought and life process should be considered in decisions. Mayor Bennett agreed with Mrs. Likins' remarks and noted similar remarks made by a futurist at the recent MASC annual meeting and the challenges that presents.

**9) Appearance by Citizens**

Karl Engleman questioned Council on when the Sea Pines traffic study that had been completed several weeks ago at Sea Pines Circle would be reported and decisions made as a result. Mayor Bennett referred Mr. Engleman to the Circle to Circle Committee.

Mary Amonitti commented on the need to hire a public relations firm, noting the Town's recent recognitions and the excellent job being done by the Chamber of Commerce to publicize these accomplishments. Mayor Bennett encouraged Ms. Amonitti to contact Mrs. Likins to discuss this further.

**10) Unfinished Business**

None

**11) New Business**

**a. Consideration of a Resolution – Lowcountry Regional Transportation Authority**

Consideration of a Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department Of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; Title 23, United States Code, or other federal statutes administered by the Federal Transit Administration; and identifying Lowcountry Regional Transportation Authority as the direct recipient to apply for and receive federal urban transportation funds for the Lowcountry Area Transportation Study Area.

Mr. Harkins moved to approve. Mr. McCann seconded. The motion was approved by a vote of 7-0.

**b. First Reading of Proposed Ordinance 2015-03**

First Reading of Proposed Ordinance 2015-03 authorizing the execution of a Sale and Purchase Agreement and the execution of one or more deeds for the sale of approximately 0.472 acres of real property along Spanish Wells Road to South Carolina Department of Transportation, 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.

Mr. Harkins moved to approve. Mr. McCann seconded. A brief discussion followed. The motion was approved by a vote of 7-0.

**c. Discussion of Developing a Vision for the Island.**

Mayor Bennett explained this item had been identified by Town Council at the December 2014 planning workshops as a top priority item. He outlined the steps that David Ames and Terry Ennis have taken to help facilitate a proposed process of developing the vision for Council's consideration. A lengthy discussion among the Council followed, and David Ames provided additional information for the Council. Mayor Bennett stated the consensus reached by Council to refer this matter to the Public Planning Committee for further study and to allow public participation in the community-wide visioning process, and for the Committee to bring back a report to Council at a future date.

**d. Consideration of a Resolution – Purchase of Land on Palmetto Bay Road**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the execution of a sale and purchase agreement of 3.75 acres along Palmetto Bay Road on Hilton Head Island, South Carolina, from Palmetto Bay Holdings, LLC.

Mr. Harkins moved to approve. Mr. McCann seconded and amended the motion to include that this matter and Item 11) e. be discussed in Executive Session prior to final vote. Mr. Edwards seconded the amended motion. The amended motion was approved by a vote of 7-0.

The Council adjourned to Executive Session at 5:45 PM. Mayor Bennett called the meeting back to order at 6:22 PM, and announced that no action was taken.

Mayor Bennett asked if there was any business as a result of Executive Session. Mr. Harkins moved to approve Item 11) d. Mrs. Likins seconded. The motion was approved by a vote of 6-1. (Mr. McCann was opposed.)

**e. Consideration of a Resolution – Purchase of Land on Palmetto Bay Road**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the execution of a sale and purchase agreement of approximately 25,000 square feet along Palmetto Bay Road on Hilton Head Island, South Carolina, from Caheti 3 – Dry, LLC.

Mr. Harkins moved to approve Item 11) e. Mrs. Likins seconded. The motion was approved by a vote of 6-1. (Mr. McCann was opposed.)

**f. Appointments to Board and Commissions**

Mrs. Likins moved to re-appoint Jerry Cutrer to a 3-year term, ending June 30, 2018, as an at-large member of the Board of Zoning Appeals, and that Lisa Laudermilch be appointed to an un-expired term, ending June 30, 2016, as an at-large member of the Board of Zoning Appeals. Mr. McCann seconded. The motion was approved by a vote of 7-0.

**12) Executive Session**

Mr. Riley stated he needed an Executive Session for contractual matters related to land acquisition, including a request from Adventure Cove to purchase Town property, easement issues related to property in the corner of U.S. 278 and Wild Horse Road, also personnel matters pertaining to the consideration of appointments to the Board of Zoning

Appeals, and legal matters relating to receipt of legal advice related to a pending, threatened or potential claim.

Mr. Harkins moved at 6:24 PM to go into Executive Session for the reasons set forth by the Town Manager. Mr. McCann seconded. The motion was approved by a vote of 7-0.

Mayor Bennett called the meeting back to order at 6:57 PM. He announced that no action was taken. The Mayor then returned to New Business Item 11) f. (See above.)

Following New Business Item 11) f., Mr. Riley stated he needed an additional Executive Session for personnel matters related to the annual performance review of the Town Manager. Mr. Harkins moved at 7:00 PM to go into Executive Session for the reasons set forth by the Town Manager. Mr. McCann seconded. The motion was approved by a vote of 7-0.

Mayor Bennett called the meeting back to order at 8:10 PM and announced that no action was taken.

### **13) Adjournment**

Mr. Harkins moved to adjourn. Mrs. Likins seconded. The motion was approved by a vote of 7-0. The meeting was adjourned at 8:10 PM.

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Lynn W. Buchman  
Senior Administrative Assistant

Approved:

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David Bennett, Mayor



# ITEMS OF INTEREST

## AUGUST 4, 2015

### Noteworthy Events

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Some of the upcoming meetings at Town Hall:

- Planning Commission - August 5, 2015, 9:00 a.m. - **Cancelled**
- Public Planning Committee - August 6, 2015, 3:00 p.m. - **Cancelled**
- Community Services Committee - August 10, 2015, 9:00 a.m.
- Arts and Strategic Planning Committee - August 10, 2015, 4:00 p.m.
- Design Review Board - August 11, 2015, 1:15 p.m.
- Circle to Circle Committee - August 12, 2015, 8:30 a.m.
- ATAX Application Available on Line - August 17, 2015, 8:00 a.m.
- Finance and Administrative Committee - August 18, 2015, 2:00 p.m.- **Cancelled**
- Town Council - August 18, 2015, 4:00 p.m. - **Cancelled**
- Circle to Circle Committee, August 19, 2015, 8:30 a.m.
- Planning Commission - August 19, 2015, 3:00 p.m.
- Public Facilities Committee - August 24, 2015, 10:00 a.m.
- Board of Zoning Appeals - August 24, 2015, 2:30 p.m.
- Arts and Cultural Strategic Planning Committee - August 24, 2015, 4:00 p.m.
- Community Services Committee - August 25, 2015, 9:00 a.m.
- Design Review Board - August 25, 2015, 1:15 p.m.
- Construction Board of Adjustments and Appeals - August 25, 2015, 5:30 p.m.
- Circle to Circle Committee - August 26, 2015, 8:30 a.m.
- ATAX Applicant Workshop - August 27, 2015, 9:00 a.m.
- Finance and Administrative Committee - September 1, 2015, 2:00 p.m. - **Cancelled**
- Town Council - September 1, 2015 - **Cancelled**
- Planning Commission - September 2, 2015, 9:00 a.m.
- Public Planning Committee - September 3, 2015, 3:00 p.m.
- Town of Hilton Head Island Administrative Offices Closed in Observance of Labor Day, September 7, 2015
- Design Review Board - September 8, 2015, 1:15 p.m.
- Public Facilities Committee - September 9, 2015, 10:00 a.m.
- Arts and Cultural Strategic Planning Committee - September 9, 2015, 3:00 p.m.
- Community Services Committee - September 14, 2015, 9:00 a.m.
- Public Safety Committee - September 14, 2015 - 10:00 a.m.
- Finance and Administrative Committee - September 15, 2015, 2:00 p.m.
- Constitution Day Celebration - September 15, 2015, 3:30 p.m.
- Town Council – September 15, 2015 - Meeting will start at 4:00 p.m. or at the conclusion of the Constitution Day Celebration - whichever is later.

(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.

# 2015 Hilton Head Island Events

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Tuesdays thru August 11, 2015 5:00 p.m. – 10:00 p.m.	HarbourFest 2015	Shelter Cove Harbour
Fridays thru August 14, 2015 6:00 p.m.-9:00 p.m.	Sunset Celebration	Shelter Cove Community Park



# TOWN OF HILTON HEAD ISLAND

## *Public Projects and Facilities Management Department*

**TO:** Stephen G. Riley, ICMA-CM, Town Manager  
**VIA:** Scott Liggett, Director of Public Projects & Facilities/Chief Engineer  
**FROM:** Jeff Buckalew, Town Engineer  
**CC:** Mitch Thoreson, Town Attorney's Office  
**DATE:** July 23, 2015  
**SUBJECT:** 2<sup>nd</sup> Reading - SCDOT Acquisition of Town lands for the Spanish Wells Road Bridge Replacement

**Recommendation:** First reading of this item passed unanimously at the July 21 Town Council meeting. Staff recommends that the Town Council approve 2<sup>nd</sup> reading to accept the SCDOT offer to acquire portions of Town owned lands to facilitate the replacement of the Spanish Wells Road Bridge over Jarvis Creek.

**Summary:** The SCDOT has plans to replace the existing Spanish Wells Road Bridge over Jarvis Creek. The construction plans show encroachments onto Town owned lands. The SCDOT is offering \$61,975.00 for fee simple title to 0.472 acres of Town land, based on certified appraisals. The SCDOT also requests right of entry for temporary access to install erosion and sediment control measures during construction on another Town owned parcel. Staff finds the offer to be fair and reasonable and ultimately the state may condemn these lands if negotiations fail. These acquisitions will not prohibit or significantly interrupt any future plans of the Town regarding these parcels, which may include preservation or developing a passive park. Beaufort County Council has accepted a separate offer from the SCDOT regarding their joint interest in two of the properties.

**Background:** The new roadway alignment will allow for the existing bridge to remain in service while the new bridge is being built, thus mitigating delays and traffic impacts to the travelling public, emergency responders, as well as local businesses and residents, but it creates the need acquire Town owned lands. The acquisition offers from the SCDOT are \$22,390.00 for 0.180 acres of parcel R511 007 000 075A 0000 (referred to a Tract 2 on the SCDOT documents), \$35,385.00 for 0.285 acres of parcel R511 007 000 075F 0000 (referred to a Tract 4 on the SCDOT documents), and \$4,200.00 for 0.007 acres of parcel R511 007 000 1048 0000 (referred to a Tract 43 on the SCDOT documents). The offer letters and appraisals are included as attachments.

In 2007, the Town acquired parcel number R511 007 000 075A 0000, which is 1.93 acres and a.k.a. the Butch Floyd parcel, jointly with Beaufort County paying half interest in the \$639,000 purchase. Also in 2007, the Town acquired the 1.40 acre parcel number R511 007 000 075F 0000 a.k.a. the Earl Smith parcel, jointly with Beaufort County paying half interest in the \$790,000 purchase. Parcel R511 007 000 1048 0000 is the Humane Way road right of way which is owned by the Town. The temporary rights to install sediment and erosion control measures on parcel R511 007 000 075B 0000, which is referred to as Tract 42 on the SCDOT documents, will dissolve after the construction is complete.

Attachments



**AN ORDINANCE OF THE TOWN OF HILTON HEAD, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A SALE AND PURCHASE AGREEMENT AND THE EXECUTION OF ONE OR MORE DEEDS FOR THE SALE OF APPROXIMATELY 0.472 ACRES OF REAL PROPERTY ALONG SPANISH WELLS ROAD TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, 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 0.38 acres of real property known as R511-007-000-1048-0000, which is located on Hilton Head Island, South Carolina, and which is known generally as “Humane Way”; and,

WHEREAS, the Town and Beaufort County, South Carolina jointly own approximately 1.93 acres of real property known as R511-007-000-075A-0000, and jointly own approximately 1.00 acres of real property known as R511-007-000-075F-0000, with both parcels located on Hilton Head Island, South Carolina; and,

WHEREAS, the Town has agreed to sell its interest in portions of the above-described parcels to South Carolina Department of Transportation 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, 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 South Carolina Department of Transportation; 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 one or more Deeds 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  
\_\_\_\_\_, 2015.**

\_\_\_\_\_  
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: \_\_\_\_\_



# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri B. Lewis, *AICP, LMO Official*  
**FROM:** Nicole Dixon, *CFM, Senior Planner*  
**CC:** Charles Cousins, *AICP, Community Development Director*  
**DATE:** July 8, 2015  
**SUBJECT:** Community Rating System Program for Public Information

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**Recommendation:** The Public Planning Committee held a public meeting on June 30, 2015 and after consideration of the staff presentation voted 3-0-0 to recommend that Town Council approve the proposed Program for Public Information.

Staff recommends that Town Council approve the proposed Community Rating System Program for Public Information.

**Summary:** As a recommended activity of the Community Rating System (CRS), and in an effort to maintain the reduced flood insurance costs to its residents and to provide flood-related information to property owners through a more aggressive outreach program, the Town has developed the Program for Public Information (PPI). Because there are people who are not aware of flood insurance requirements or may not see a need to insure their property, a Flood Insurance Coverage Assessment and Coverage Improvement Plan are also incorporated into the PPI. When having an outreach program and flood insurance coverage improvement plan, it is recommended by CRS to have all of the activities, educational opportunities and materials assembled in a coordinated document.

The goal of the PPI is to better inform the public about their flood risks, how to improve their flood hazard preparedness, what they can do to decrease future damage and the benefits of having flood insurance coverage.

**Background:** The Town of Hilton Head Island has been actively participating in the CRS program since October 1, 1991. Because of the many activities done by the Town as part of that program, the National Flood Insurance Program awards the Town by giving its residents in the Special Flood Hazard Area (SFHA) a 25% discount on their flood insurance premiums. A major component of the CRS program is making the public aware of flood hazards, how to protect themselves and their property, emergency preparedness and the importance of purchasing flood insurance, via various outreach methods.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA TO APPROVE THE TOWN OF HILTON HEAD  
ISLAND COMMUNITY RATING SYSTEM PROGRAM FOR PUBLIC INFORMATION**

**WHEREAS**, the National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements; and

**WHEREAS**, as a result of these activities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS:

1. Reduce flood damage to insurable property;
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management; and

**WHEREAS**, the Town of Hilton Head Island has been actively participating in the CRS program since October 1, 1991; and

**WHEREAS**, the Town's commitment to the CRS program enhances public safety, protects property, preserves the natural functions of floodplains, and reduces flood insurance premiums; and

**WHEREAS**, the Town is currently a Class 5 Community, which gives its residents in the Special Flood Hazard Area (SFHA) a 25% discount on their flood insurance premiums; and

**WHEREAS**, a major component of the CRS program is promoting, through outreach projects, public awareness of flood hazards, protecting yourself and your property from the flood hazard, emergency preparedness and the importance of purchasing flood insurance; and

**WHEREAS**, the CRS program highly recommends that communities create a public information program, a more comprehensive approach for public outreach, that will have all of the activities, materials and educational opportunities assembled in a coordinated document, so that people at risk can learn about the hazards they face, protect themselves and their property, know the benefits of having flood insurance coverage, prepare for flooding and take steps to reduce their exposure to flood damage; and

**WHEREAS**, in an effort to maintain the reduced flood insurance premium costs to its residents and to provide flood hazard, flood insurance and emergency preparedness information to property owners through a more aggressive outreach program, the Town has developed the Program for Public Information (PPI); and

**WHEREAS**, since there are people who are not aware of flood insurance requirements or may not see a need to insure their property, a Flood Insurance Coverage Assessment and Coverage Improvement Plan are also incorporated into the PPI; and

**WHEREAS**, the Public Planning Committee held a public meeting on June 30, 2015 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed PPI; and

**WHEREAS**, the Public Planning Committee, after consideration of the staff presentation, voted 3-0-0 to recommend that Town Council approve the proposed PPI; and

**WHEREAS**, after due consideration of said program and the recommendation of the Public Planning Committee, the Town Council, upon further review, finds it is in the public interest to approve the proposed PPI.

**NOW, THEREFORE BE IT, AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT** the *Community Rating System Program for Public Information* has been approved.

**MOVED, APPROVED, AND ADOPTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



## **PROGRAM FOR PUBLIC INFORMATION**

**Prepared in June/July 2015 by:**

**Town of Hilton Head Island**

**Nicole Dixon, CFM, Senior Planner and CRS Coordinator**

## **Background**

The Town of Hilton Head Island is a barrier island located along the Atlantic Coast in Beaufort County, South Carolina. It occupies a land area of approximately 23,000 acres or 54 square miles and is approximately 12 miles long and 5 miles wide.

The Island is bound on the northeast by Port Royal Sound, Calibogue Sound to the southwest, and Skull Creek, part of the Atlantic Intracoastal Waterway, to the north. A seven mile tidal inlet, Broad Creek, runs diagonally across the Island and opens into Calibogue Sound. The Island's southeast shoreline faces the Atlantic Ocean and has a beach that stretches 13 miles from Braddock Cove in the south to Fish Haul Creek in the north. The beach runs uninterrupted except for a small inlet located mid-island, called the Folly.

Hilton Head Island is a distinguished resort and retirement community that is known for the incredible natural beauty of the beaches, extensive wetlands, diverse wildlife and natural landscape, with a sense of harmony between the natural and built environment. The Island's natural habitats and resources are recognized for the benefits that they provide. The beach provides critical nesting habitat for several species of birds and other animals, particularly the threatened loggerhead sea turtle. As a coastal community, the accessible ocean beach is a predominant factor in the local tourism and vacation rental economy.

The Town takes a very proactive approach to flood awareness and mitigation and pursues a variety of activities, which we get credit for under the Community Rating System (CRS) program. Some of the activities include: preventive measures such as open space preservation (the Town has purchased over 1,320 acres of land to be left undeveloped, with the exception of parks and fire stations), storm water management, property protection measures such as building elevation, flood proofing, promotion of flood insurance, and adoption and enforcement of all ICC building codes, natural resources protection, structural protection such as beach nourishment and drainage improvements and emergency management services. Over the years the Town has developed several educational and outreach projects to promote flood awareness. The Town's commitment to the CRS program enhances public safety, protects property, preserves the natural functions of floodplains, and reduces flood insurance premiums.

The Town has been actively participating in the CRS program since October 1, 1991. The Town is currently a Class 5 Community, which gives its residents in the Special Flood Hazard Area (SFHA) a 25% discount on their flood insurance premiums. As



of April 15, 2015, there were 29,752 flood insurance policies on Hilton Head Island. The total savings as a result of the Town's participation in the CRS program is in excess of \$5.6 million per year or approximately \$190 to the average policy holder.

In an effort to maintain the reduced flood insurance premium costs to its residents and to provide flood-related information to property owners through a more aggressive outreach program, the Town has developed the Program for Public Information (PPI). Through the public information program, people at risk can learn about the hazards they face, prepare for flooding and take steps to reduce their exposure to flood damage.

The Town decided to incorporate a Flood Insurance Coverage Assessment and Coverage Improvement Plan into the PPI because there are people who are not aware of flood insurance requirements or may not see a need to insure their property. By having an outreach program and flood insurance coverage improvement plan, with all of the activities and educational opportunities assembled in a coordinated document, the Town hopes people will have the information they need to protect themselves and their property.

The goal of the PPI is to better inform the public about their flood risks, how to improve their flood hazard preparedness, identify what they can do to decrease future damage and the benefits of having flood insurance coverage for both the structure and contents. All of the public information activities will have the same objective: to get people to protect themselves and their property, whether it's to take flood protection steps, such as buying flood insurance, developing a family emergency plan, retrofitting a building, or complying with floodplain management regulations.

The Town's PPI Program will be based on specific information discussed further in this document. The messages dispersed will educate the public, through outreach materials such as publications and brochures, will provide flood response preparation and disaster recovery information when needed, and will help other organizations on getting the word out about flood awareness, educate contractors, builders, realtors, insurance agencies and mortgage brokers on the importance of flood awareness and promoting flood insurance and assist the stakeholders in their outreach efforts.

The CRS program requires a PPI go through a seven step process.

## **STEP 1. ESTABLISH A PPI COMMITTEE**

### **PPI Committee Members**

The PPI Committee consists of ten members. Four of the members are Town staff and six are volunteers from the community that together have a wealth of knowledge regarding flood hazards and flood risk. The community members, or stakeholders, represent real estate, flood insurance, mortgage lender, property management and property owners association. Some of the members of the committee are Hilton Head Island floodplain residents.

- ❖ Nicole Dixon, CFM, CRS Coordinator, Senior Planner, Town of Hilton Head Island
- ❖ Richard Spruce, CFM, Floodplain Manager & Plans Examiner, Town of Hilton Head Island
- ❖ Sally Krebs, Sustainable Practices Coordinator, Town of Hilton Head Island
- ❖ Tom Dunn, SC CEM, Emergency Management Coordinator, Town of Hilton Head Island
- ❖ Alan Perry, Mortgage Loan Officer, Synovus Mortgage Corporation
- ❖ Kristin Hayrinen, CISR, Private Client Advisor, Hub International Southeast
- ❖ Jean Beck, RCE, Executive Vice President, Hilton Head Area Association of Realtors
- ❖ Karen Ryan, Owner/Broker, Weichert Realtors
- ❖ Ben Brown, Principal Planner & Project Manager, Palmetto Dunes Property Owners Association
- ❖ Dru Brown, Business Development Manager, Beach Properties of Hilton Head

The members role is to assist in developing the PPI by providing feedback from their perspective on what areas are best to target for outreach, what groups should be targeted, what messages should be delivered, and the best method, by whom and how often, to deliver these messages. Nicole Dixon, as the Town's CRS Coordinator, took on the role of the Committee leader and developed the agendas, facilitated the meetings and drafted this document. Prior to setting each meeting date, the group members were asked for their availability to ensure that the group met the attendance requirements outlined in the CRS manual.

The first committee meeting took place on April 7, 2015. Everyone on the committee was present with the exception of Dru Brown, who was unable to attend. During this meeting, an overview of the CRS program and flood insurance was given. The purpose of the PPI and committee member responsibilities and expectations were

discussed. The seven step process was explained in detail. There were discussions about how the PPI Committee was also going to be the same as the Flood Insurance Coverage Improvement Plan Committee. The purpose of that committee and its coordination into our efforts was discussed in detail. We had a discussion about the current Town outreach projects and efforts. The committee discussed the needs of the community and the different needs for individual target areas within the Town as well as the Town as a whole. Based on comments made during the meeting, it was decided that there was a need for an aggressive outreach program to get more information out to the public. The committee identified special target areas and specific messages were drafted. Various committee members volunteered to contact other local organizations and agencies to find out what flood-related public information activities are being implemented already.

The second committee meeting took place on May 11, 2015. Everyone on the committee was present with the exception of Alan Perry and Karen Ryan, who were unable to make it. We still met our PPI committee requirements as there were 4 Town staff present and 4 outside agency members present. During the meeting, the committee reviewed the parts of the PPI program document that had been drafted. We discussed the research that was done by the committee members regarding outreach that was already being done by other organizations in the community. We discussed new outreach ideas and finalized our list of outreach projects. The committee also discussed topics such as real estate disclosures and promoting flood awareness and flood insurance through property owners associations, utility companies and the Chamber of Commerce.

The third and final meeting took place on June 16, 2015. Everyone on the committee was present with the exception of Tom Dunn, Kristin Hayrinen and Karen Ryan, who were unable to make it. We still met our PPI committee requirements as there were 3 Town staff present and 4 outside agency members present. During the meeting, the flood insurance coverage was assessed and conclusions were made based on this assessment as far as what areas of the Island the committee wished to promote the purchase of flood insurance. The draft PPI document was reviewed one final time and notes were taken for some changes that needed to be made. The final draft was emailed to all committee members, comments were sent back to the committee coordinator and the final document was revised and prepared to be presented to the Public Planning Committee, a sub-committee of Town Council, on June 30, 2015. The PPI program will be presented to the full Town Council on August 4, 2015.

## **STEP 2. ASSESS THE COMMUNITY'S PUBLIC INFORMATION NEEDS**

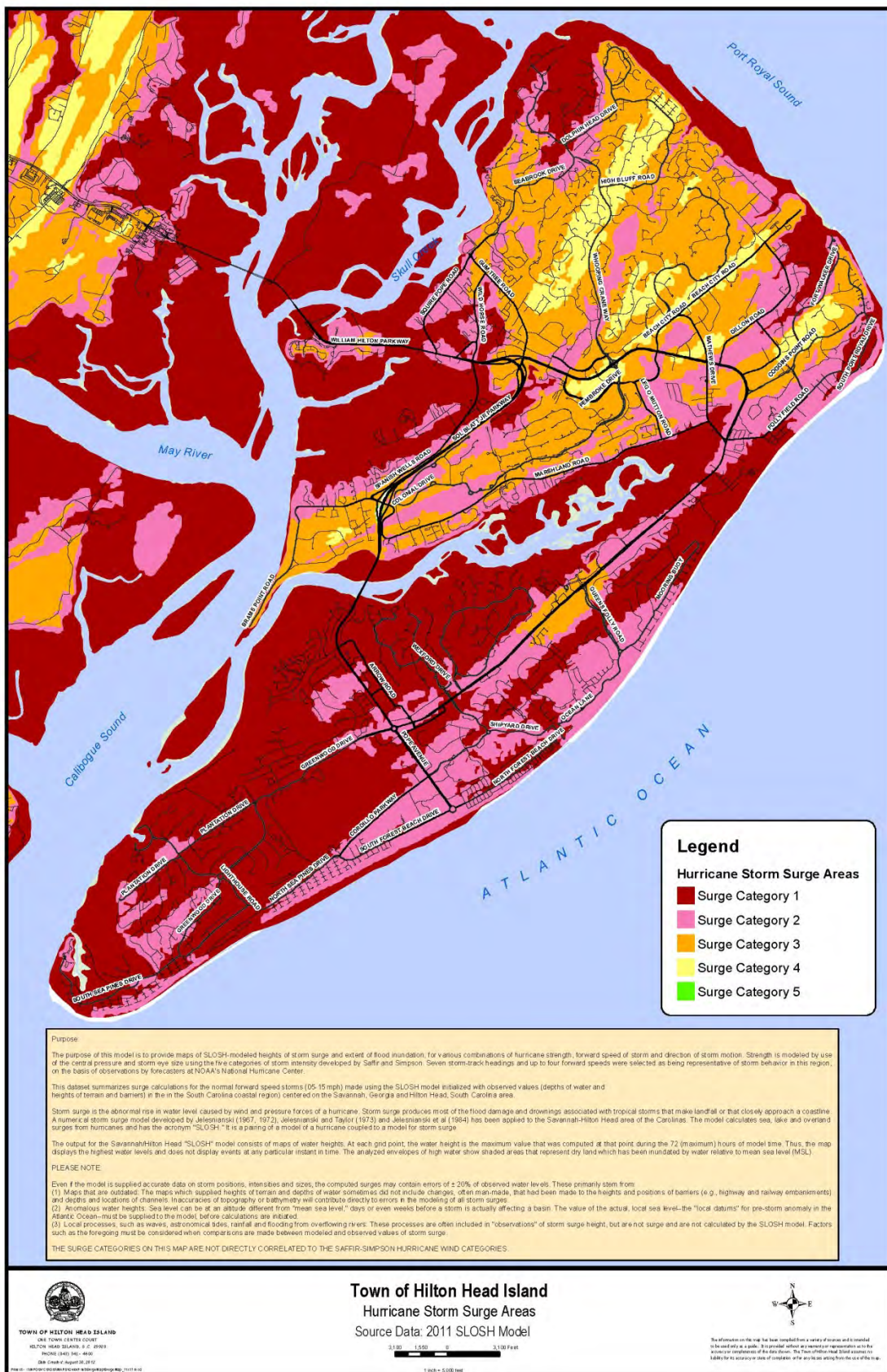
Before the PPI Committee was able to develop a program for raising public awareness about flood-related issues, we needed to assess the existing flood problems, conduct an assessment of the Island's flood insurance coverage, identify target areas or who needs to be informed and determine what projects were already underway.

### **A) Existing Flood Problems**

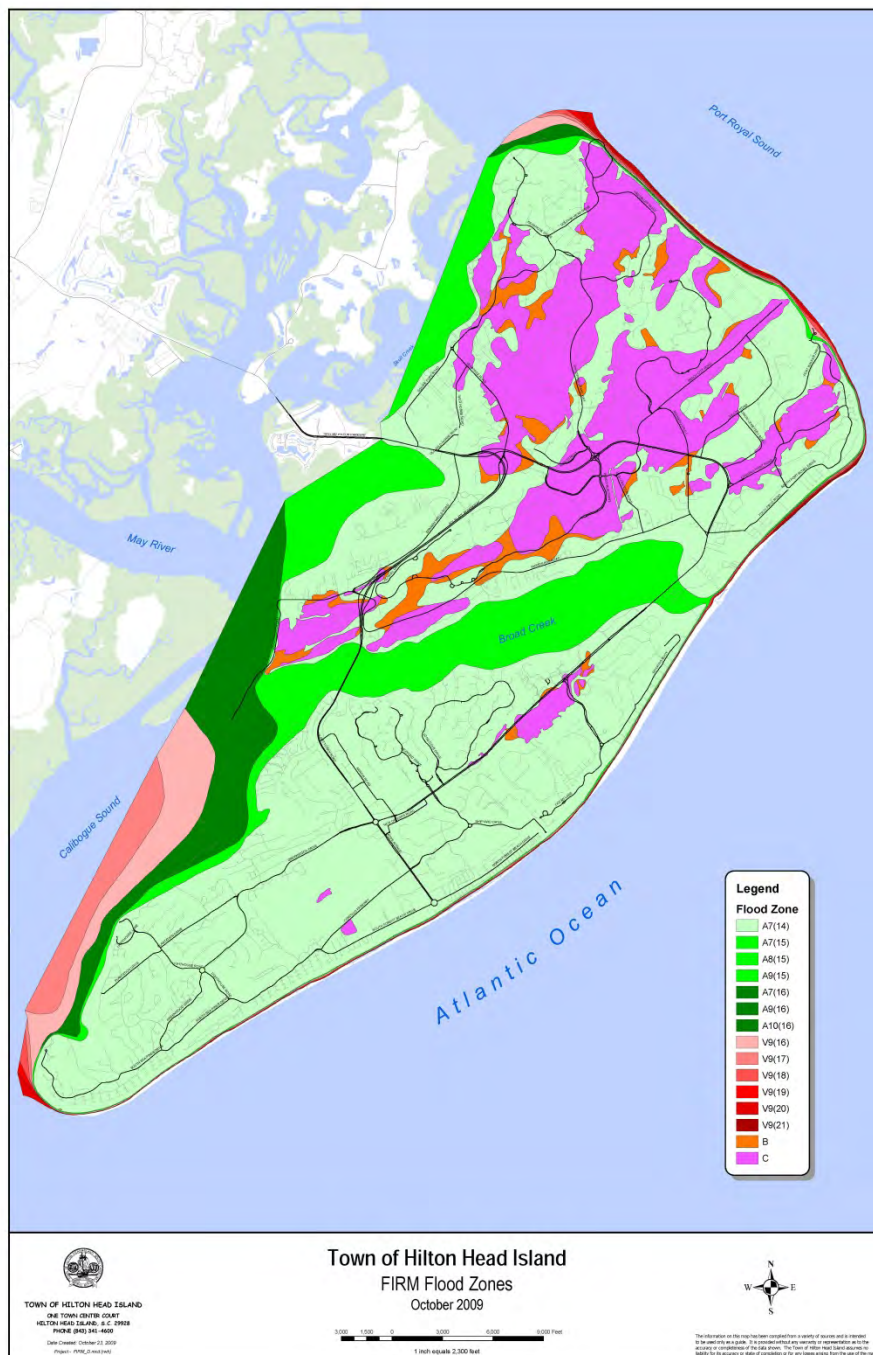
The Town of Hilton Head Island is relatively flat with a maximum elevation of twenty-four feet in limited places. Most areas of the Island are subject to base flood elevations of about 14 feet, although the flood elevations along the shoreline range from 15 to 22 feet. Much of the inland areas on the Island are subject to flooding of about 1 to 3 feet. Most of the built environment near the coastline of the Island lies in areas subject to base flood elevations of 14 to 15 feet, with ground elevations of only 8 to 12 feet, which would result in flood depths of 3 to 7 feet. There are some areas of the Island with properties located further towards the shoreline with higher base flood depths. For example, there are properties in some neighborhoods in the V zone with water surface elevations of 18 to 20 feet but ground elevations at 12 feet, which would result in flood depths of 6 to 8 feet. Because of this, the Island is incapable of handling storm surge from the Atlantic Ocean. Heavy rainfalls can sometimes result in flooding in low lying areas and streets.

The storm surge map below illustrates the areas of the island that are highly likely to be inundated by flooding, based on different categories of hurricane events.





The Town has an estimated total population of 37,965 according to 2013 Census Data. There are a total of 21,644 parcels in the Town. Approximately 80% of them, 16,543 parcels, are currently located within a mapped SFHA. Most of the remainder of the Island, 5,101 parcels, is located in flood zones B or C. The Town is susceptible to storm surge and drainage system flooding, coastal erosion and tropical storms and hurricanes. You can see from the map below that the entire Island is located in a flood zone.





## **B) Target Areas**

After assessing the Town's existing flood hazards, the PPI Committee agreed on 10 target audiences that would benefit most from public information outreach. The overall goal of this program is to make information more readily available to the target audiences in a manner that will encourage each target audience to adopt behaviors to improve preparedness and decrease future flood damage or loss.

1. **Entire Island** - Because the entire Island is located within the floodplain, with a majority of it in the SFHA, the PPI committee determined that the entire Island should be included as a target area. Many flood related issues such as not driving through a flooded road, dumping in drainage ways that lead to water, lacking flood insurance coverage, not being aware of building permit requirements, and not knowing what to do in the event of a hurricane are all issues that anyone on the Island may experience.

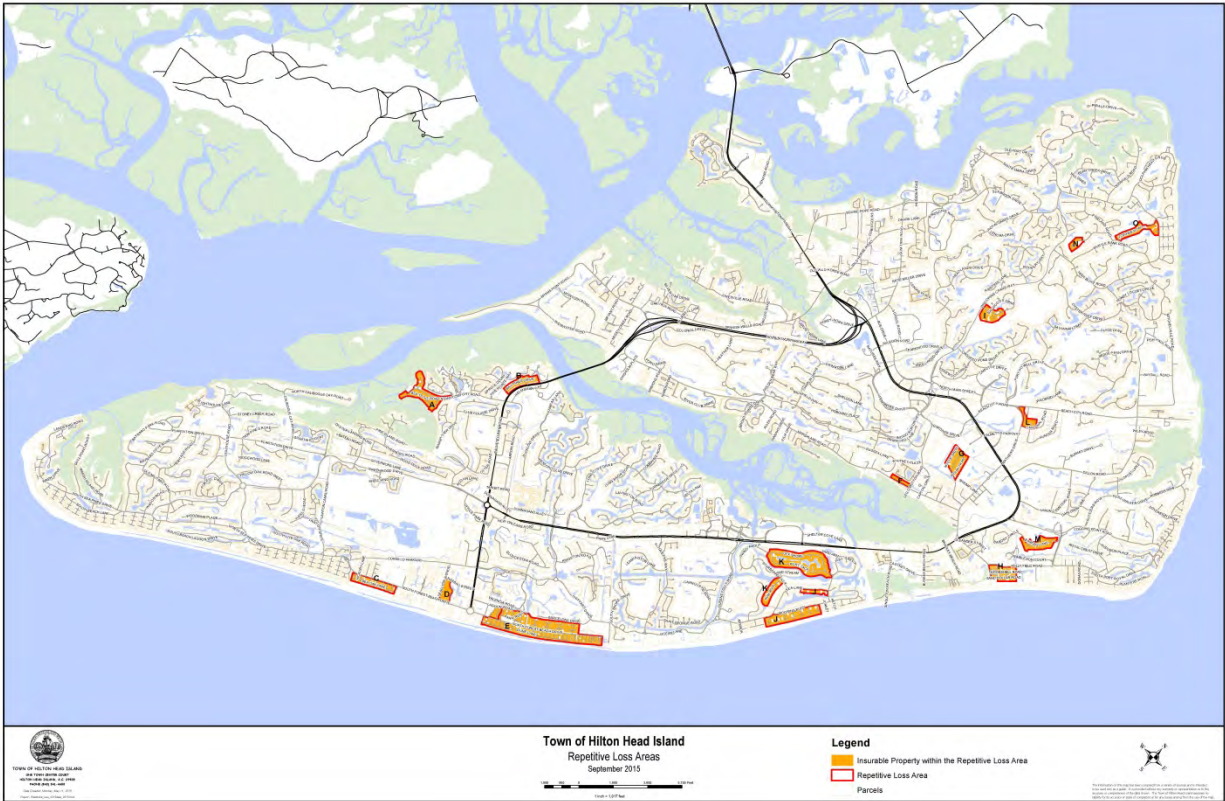
According to 2013 Census Data, of the owner-occupied housing units, there are an estimated 7,502 with a mortgage and about 4,925 that do not hold a mortgage. The purchase of flood insurance is not required if you do not have a mortgage, but the PPI Committee thought it would be important to promote the protection that flood insurance brings regardless of having a mortgage on the property.

2. **V Zone Properties** – There are a total of 271 parcels located in the V zone. There are 244 buildings within the V zone. The V zone is in the SFHA and is subject to coastal high hazard flooding. Property owners in this zone are especially vulnerable to flood hazards because of the proximity to the ocean. The PPI Committee determined that the V zone properties should be a separate target area so that they can be informed of important issues that pertain specifically to them such as coastal erosion, the vulnerability of a structure in this zone, flooding, dangers of standing water, evacuation plans, building permit requirements and protection of wildlife and habitat such as sea turtles and piping plovers. Out of the 244 buildings in this zone, only 18% have flood insurance coverage, which is another reason the committee decided that stressing the importance of flood insurance to this target area is especially important.
3. **Hispanic Population** - According to 2013 Census Data, there is a Hispanic population of approximately 5,522, which makes up about 15.8% of the population of the Island. Because of potential language barriers, the Hispanic population may not be receiving flood awareness information. The PPI

Committee determined that the Hispanic population should be included as a target area for outreach so that messages could be distributed in Spanish.

4. **Rental Community** - According to 2013 Census Data, there are approximately 33,333 total housing units in the Town, with about 50% of them being occupied and the other 50% being vacant (either for sale, for rent, or occasional or seasonal use). Of the 50% being occupied, about one third of them are renters. The PPI Committee determined that the rental community should be included as a target area as the renters in the area need to know what to do in case of a flood. The Committee would also like to promote flood insurance for contents coverage to the rental community. Outreach materials will be created and provided to rental management companies to distribute to their renters.
5. **Repetitive Loss Areas** - The Town's participation in the CRS program has required a continuous review of the community's repetitive loss structures. A repetitive loss structure defined by FEMA is an insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling ten year period. FEMA provides repetitive loss data to the CRS communities on an annual basis. Per the 2015 data provided by FEMA, there are 29 properties on the repetitive loss list for the Town. Based on these 29 properties, along with historical claims data for other properties on the Island that have had one claim, and an examination of Geographic Information System (GIS) data including existing elevations and topography, staff mapped repetitive loss areas. These areas include buildings on FEMA's list as well as nearby buildings that were subject to the same flood hazard. Staff did a site visit to these identified repetitive loss areas to make sure the boundaries are accurate. There are 15 identified repetitive loss areas on the Island. Within these 15 areas, there are a total of 1561 properties. Of the 29 repetitive loss properties, only 17 of them are currently insured. Because of the number of repetitive loss properties in the community, the PPI Committee determined the repetitive loss areas should be included as a target area. The map below illustrates the repetitive loss areas.





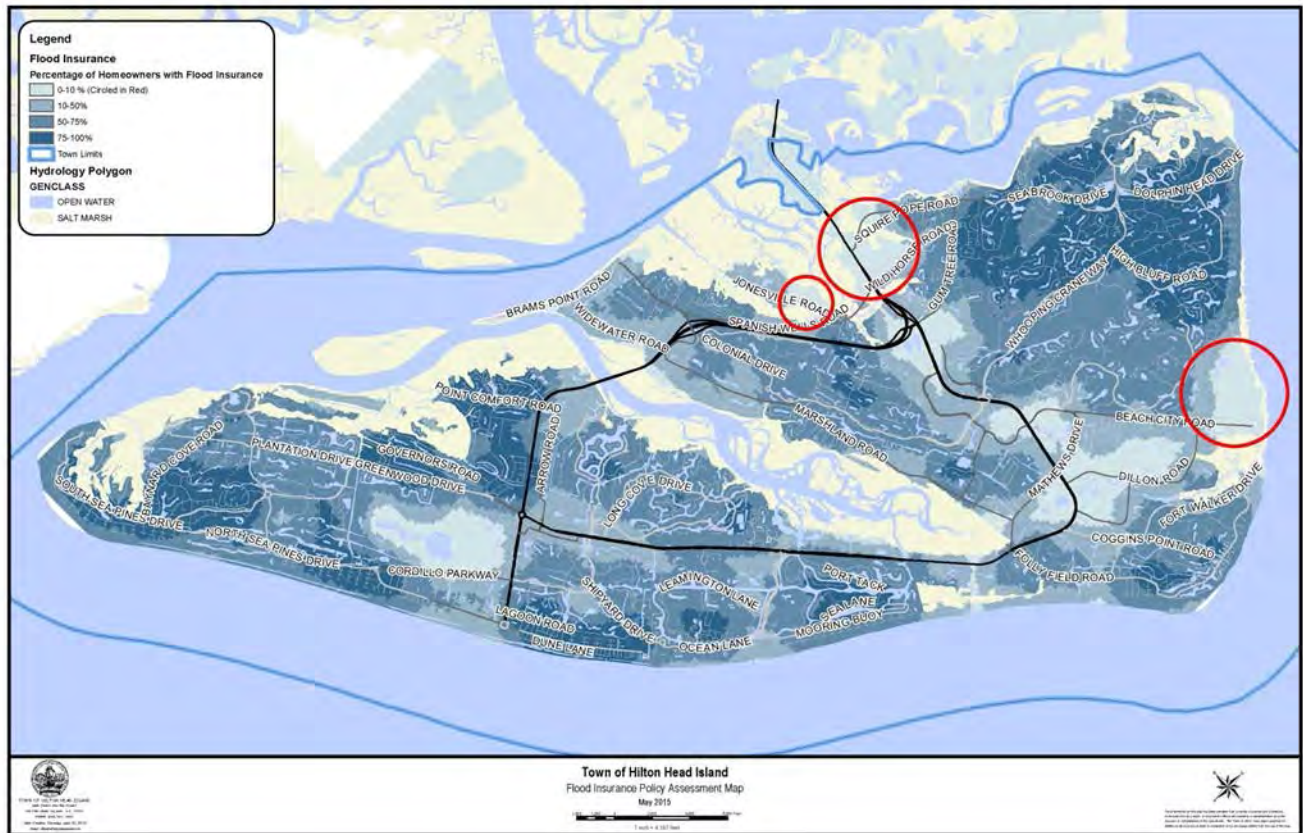
6. **Real Estate, Mortgage and Insurance Companies** – With representatives from each of these types of organizations on the PPI Committee as stakeholders, the committee decided these companies are key in providing information about flood hazards and promoting the purchase of flood insurance. These companies speak first-hand to potential buyers and even renters and can be utilized as a great source of information if they are well educated on the subject. The PPI committee determined that these companies should be included as a target area and will work with them to ensure they have all the information and education they need in order to inform potential property owners of the dangers of flooding and the importance of purchasing flood insurance.
7. **Prospective Buyers** – People interested in purchasing property on the Island need to be made aware of the flood hazard zones and what their flood risk is up front so that they can incorporate it into their decision making process when selecting a property. This information may not be consistently provided by a real estate agent. It is the buyers' responsibility to research land use designations and development regulations for property they are interested in buying. The PPI Committee determined that prospective buyers should be

included as a target area and will work on increasing the ease of obtaining this information so that they are more informed when making a decision to purchase.

8. **Builders, Contractors, Architects, Surveyors and Landscapers** – In order to help their customers, these types of companies need to be aware of flood hazards, know the construction rules and how to obtain proper permits, know post-disaster repair rules and rules for activities in flood prone areas. The PPI Committee determined these companies should be included as a target area and will work with them on making sure they receive all the information and education they need in order to help their customers protect their homes from flooding.
9. **Property Owner Associations** – POA's typically have several different methods of communicating with the home owners and residents in their community, usually via monthly, quarterly or annual meetings, newsletters, magazines, or their website. The PPI Committee determined the POA's on the Island should be included as a target area. The Committee will educate them on flood awareness and will use them as another way for getting the information out to their property owners.
10. **Private Sector Partners** – The Town's utility companies, medical facilities and security companies need to be aware of the Town's procedures regarding hurricane and disaster operations, damage assessment, debris management, etc. The PPI Committee determined the private sector partners should be included as a target area and will work with them to ensure they receive all the information they need in order for us to work together in an emergency situation.

### **C) Flood Insurance Policy Coverage Assessment**

The PPI Committee agreed that a Flood Insurance Coverage Assessment was needed and should be done in conjunction with the PPI process in order to evaluate the Town for areas that may be lacking flood insurance. In order to determine the level of flood insurance coverage, the most recent flood insurance policy data was obtained from FEMA. Because flood insurance policy data is protected by the Privacy Act and must be kept confidential, general data was generated with the help of Town GIS staff. The current flood insurance policies were plotted on a map and are shown below, by percentage of policies.



In order to map the policies, Town GIS staff linked up the policy data with the address points in the town's GIS system. Out of the 16,239 active flood policies in effect, staff was able to match 13,999 of them with Town addresses. The addresses that were unable to be matched, along with a separate list of the ones that were corrected by staff, will be sent in to the ISO Specialist and to FEMA so that they can correct their data.

The areas that are circled in red on the map represent the three areas within the Town that do not have a high percentage of flood insurance coverage.

Based on the data from FEMA, there are currently 16,239 active flood insurance policies in effect. There are currently 19,619 insurable buildings within the town. So approximately 83% of the town carries flood insurance. There are other ways to look at flood insurance coverage, as shown in the tables below.

Table 1. By Flood Zone

<b>Percentage of Buildings Insured</b>			
<b>Flood Zone</b>	<b># of Policies</b>	<b>Buildings</b>	<b>Percentage</b>
A	12,842	14,802	87%
V	43	244	18%
B	446	505	88%
C	2905	4068	71%

It is obvious by reviewing Table 1 that the majority of the V zone properties are lacking flood insurance coverage, which can be caused by several reasons: (1) the value of beachfront homes is high, and the National Flood Insurance Program only covers up to \$250,000, so these owners may be self-insured and therefore insured through other types of policies, (2) some of these homes are fairly old and the owners may decide to just tear down and re-build if there is a major flooding event, and (3) because many of these structures are older and weren't originally mapped in the V-zone and are now non-compliant, flood insurance may be too high and cost prohibitive to cover these structures. Regardless, because the V zone is so vulnerable to flooding, erosion and other hazards, the committee agreed the promotion of flood insurance in this area is critical.

Table 2. By Structure Type

<b>Percentage of Buildings Insured</b>			
<b>Structure Type</b>	<b># of Policies</b>	<b>Buildings</b>	<b>Percentage</b>
Single Family Residential	13,035	15,899	82%
Multi-Family Residential	1970	2253	87%
Non-Residential	1030	1466	70%

Table 3. By Structure Type

<b>Percentage with Contents Coverage</b>			
<b>Structure Type</b>	<b># with Contents Coverage</b>	<b># of Policies</b>	<b>Percentage</b>
Single Family Residential	12,306	13,035	94%
Multi-Family Residential	592	1970	30%
Non-Residential	584	1030	57%



Table 3 shows that single family residential properties have a very high rate of having flood insurance with contents coverage. This is not the case for non-residential properties, where less than 60% carry contents coverage with their flood insurance policies.

The multi-family residential properties show a very low rate of contents coverage. However, the policy data obtained from FEMA doesn't include individual condominium unit policy owner information, so condo units are not included in the table.

The amount of flood insurance coverage should also be reviewed by category as shown in Table 4. It is apparent by reviewing Table 4 that multi-family residential and non-residential property owners are insured at roughly half the level of residential buildings.

Table 4. By Structure Type

<b>Average Amount of Building Coverage</b>			
<b>Structure Type</b>	<b># of Policies</b>	<b>Insurance in Force</b>	<b>Average Coverage</b>
Single Family Residential	13,035	\$6,282,509,200	\$481,972
Multi-Family Residential	1970	\$516,026,400	\$261,942
Non-Residential	1030	\$291,445,600	\$282,956

To conclude, the committee hopes that with the flood insurance promotion outreach being provided to the property owners through the PPI that there will be an increase in policy coverage for the areas that are lacking coverage. There will be specific outreach messages through mailings, brochures and the website that will educate the property owners of the importance of having a flood insurance policy, not only for the structure itself but for the contents as well. The PPI Committee recommends that the V zone, multi-family residential and non-residential properties be targeted in the coverage improvement plan. The specific campaign projects to encourage the purchase of flood insurance as well as contents coverage are listed in the "PPI Projects and Initiatives Table" at the end of this document.

#### **D) Existing Public Information Efforts**

A key part of developing a PPI is identifying what public information activities currently exist within the Town and throughout the community. By seeing what was already done throughout the community, it was easier for the PPI Committee

to develop a more comprehensive approach for public outreach. The information shown in the below table demonstrates the research and who was contacted by the PPI Committee. It lists the activities currently being done by the Town, as well as the activities being done by organizations and agencies throughout the community.

Organization	Project	Message	Frequency
Town of Hilton Head Island (TOHHI)	Annual "Citizens Guide to Flood Awareness" brochure mailing to all residents	Various flood related topics	Once a year
TOHHI	Variety of handouts, brochures, FEMA brochures at Town Hall.	Various flood related topics and flood response preparation brochures	Year round
TOHHI	website	Various flood related topics, hurricane awareness, disaster recovery, permitting, links to other important websites such as FEMA, NFIP, SCEMD – link to the annual hurricane guide	Year round
TOHHI	Staff Answering inquiries	Various flood related topics – flood zones, map information, EC's, flood insurance questions, financial assistance advice, grant information, permitting, disaster recovery, etc	Year round
TOHHI	Presentations to various POA's and other associations	Various flood related topics	Year round
TOHHI	"Our Town" Newsletter	Various flood related topics	Once a Year
TOHHI	Letter/brochure to rep loss areas	Various flood related topics	Once a year
TOHHI	Sea Turtle brochure and door hangers. Sent to all beach front property owners and on display at various locations	Sea Turtle Protection program, lights off ordinance	Mailing once a year and as needed, on display year round, email blast once a year to all property rental companies
TOHHI	Piping Plover Monitoring. Document # of birds, location of feeding/resting. Post signs at resting areas for public awareness. Year-end reports sent to US Fish and Wildlife	Monitoring and protection of piping plovers. Natural Functions of Floodplain, Habitat protection	Monitors from Nov-March, every year
TOHHI	Piping Plover Monitoring presentations	The monitoring and protection project and what the public can do to help protect shorebirds	Twice in 2014, Varies
TOHHI	Piping Plover Monitoring articles	The monitoring and protection	Varies

	in residential newsletters and publications like Hilton Head Monthly Magazine	project and what the public can do to help protect shorebirds	
TOHHI	Article in Hilton Head Monthly about the Town becoming an MS4	Protect water quality, storm drains and ditches, No illegal dumping, maintain buffers, use pervious materials	Published in 2014, Varies
TOHHI	Flood Awareness Week – special handouts/brochures and info. on display at Town hall	Various flood related topics	Once a year
TOHHI	Informational signs	Posted at various locations, such as parks, beach, etc. Natural Functions of Floodplain, Habitat protection	Year round
TOHHI	e-subscription messages	Various flood related topics	As needed
TOHHI - Emergency Management Division	Interview with news station WTOC	Hurricane and emergency preparedness	Once a year
TOHHI - Emergency Management Division	Full multi page brochure handout “Citizens Guide to Emergency Preparedness”. In paper version and on website. In Spanish as well in print and on website	Flood Response Preparation brochure- Various flood related topics including emergency preparation, emergency permitting, evacuation, planning, etc	Year round on display, as needed if we get a hurricane or other emergency
TOHHI - Emergency Management Division	Door hangars with evacuation information	Flood Response Preparation	as needed if we get a hurricane or other emergency
TOHHI - Emergency Management Division	Presentations to various organizations such as Lowcountry Property Owners Assoc., Knights of Columbus, etc. Also tables with displays at various festivals and events	Various flood , hurricane and emergency preparedness topics	Year round
TOHHI - Emergency Management Division	Twitter page	Various emergency and flood related topics	As needed
Hilton Head library	Town’s Flood brochure on display	Various flood related topics	Year round
Hilton Head library	FEMA books catalogued and available. As well as other locally pertinent books and ordinances	Various flood related topics	Year round
Island Packet Newspaper	Hurricane guide edition	Various topics on hurricane preparedness, evacuation routes, etc	Once a year
Island Packet Newspaper	articles in paper on flood awareness	Various flood related topics	As needed
Hilton Head Monthly Magazine	Article on hurricane preparedness	Hurricane preparedness topics	Once a year

Hargray Communications	Hurricane guide insert in phonebook	Various topics on hurricane preparedness, warnings, shelters and evacuation routes	Year round, new edition every year
SC DNR	NFIP State Coordinator Maria Lamm did a presentation on Biggert-Waters Flood Insurance Reform Act 2012. Realtors, banks, insurance agents, contractors, surveyors attended	Changes in flood insurance and training on elevation certificates	In Aug 2013, as needed
WHHI-TV	Interviewed Town's Floodplain Manager on Flood Insurance and other flood topics. Aired 14 times and is now on the WHHI-TV you tube page	Changes in flood insurance and other flood related topics	January 2015, and as needed
Hub International and TOHHI	presentations to various area realtors	Changes in flood insurance and other flood related topics	As needed
Coastal Discovery Museum	Sea Turtle Talk- lecture and walk on beach	Learn about sea turtles, their nesting on Hilton Head, and the protection project – Natural Functions of Floodplain, Habitat protection	Several times a week during sea turtle season (june-aug) every year
Coastal Discovery Museum and TOHHI	Sea Turtle Nest Patrol. Nests are marked on beach to make public aware with notices posted about the project	Monitoring and protection of sea turtle nests. Natural Functions of Floodplain, Habitat protection	7 nights per week, from May – Oct every year
Coastal Discovery Museum	Various educational land and water tours, including Pinckney Island Wildlife Refuge, the beach, salt marsh. Various talks offered at the museum including habitat, ACE basin, etc. also. offer educational programs for school students and youth organizations on these topics	Natural Functions of Floodplain, Habitat protection	Year round
Beaufort Conservation District	Various educational presentations to Hilton head schools. Did rain barrel project and also gave talk on Soil Tunnel and gave out booklet that covers the water cycle, wells, septic tanks, and water conservation, as well as information on soils and foods to 9 1 <sup>st</sup> grade classes	Natural Functions of Floodplain	March 2015, as needed
Boys & Girls Club of Hilton Head	Meteorologist did a camp for kids on severe weather preparation. Had kids create basic survivor kits based on the lecture	Hurricane preparedness	Summer camp 2015



Realtor Agencies	Flood brochure handed out to potential buyers	Various flood related topics	Year round
Realtor Agencies	Flood disclosure on purchase agreements	Know your flood hazard	Year round
Beach Properties	Newsletter mailed out to property owners	Various flood related topics	As needed
Hilton Head Area Association of Realtors	Informational sessions with their members on NFIP changes. Informs clients. One of their members was appointed to the National Association of Realtors President Advisor Group on the NFIP. Government Affairs Director sat on a panel for the Flood Insurance Program presented by the HH/Bluffton Chamber of Commerce	Various flood protection and flood insurance topics	Year round and as needed
South Carolina Realtors (SCR)	website	Various flood insurance topics and updates	Year round
National Association of Realtors	website	Various flood insurance topics and updates	
Mortgage Lenders Association of Greater Hilton Head	Banks are required to research the subject property to determine if it is in a flood hazard area. If so, borrower is required to sign flood hazard notice	Flood hazard and flood disclosure	Year round
Beaufort County Sherriff's Office- (BCSO) Emergency Management Division	website	Various flood and hurricane related topics	Year round
BCSO - Emergency Management Division	Presentations on preparedness that includes hurricanes and flooding	Various flood and hurricane related topics	Year round
BCSO - Emergency Management Division	Hurricane preparedness brochure, also posted on their website and on display at various locations. Other brochures posted online and on display- insurance. Brochures are also in Spanish. Link on their website to Palmetto Breeze Transit brochure	Various hurricane related topics. Insurance questions for disasters. Evacuation routes	Year round
Palmetto Breeze Transit	Website – evacuation route maps in English and Spanish. Links to hurricane brochures, Red Cross, FEMA, etc. they have an emergency preparedness	Various hurricane related topics and Evacuation routes	Year round

	document online that details their procedures. They do outreach and presentations to media and local govt		
PSD1 (Public Service District #1)	Website has a "hurricane preparedness" page. They put stories in their customer newsletters, speak to POAs about their water/wastewater service and hurricanes	general hurricane awareness as to how it relates to residents' water/wastewater services	Year round
Beach Properties, Kappa Alpha Psi, HH High School Science Dept., Collins Group Realty, USCB Environmental Club, the Sea Pines Resort, the Westin Resort	DHEC's Adopt a beach program. These organizations have adopted sections of our beach to keep clean	Natural Functions of Floodplain, Habitat protection. Remove debris and trash from the dunes and beaches	Year round
American Red Cross Palmetto SC Region	website	Various, flood, hurricane and emergency preparedness topics	Year round
Outside Foundation	Broad Creek Clean up via kayak and boats- volunteers	Remove debris from the creek and its banks	Twice in 2014
SC Dept of Health and Environmental Control (SCDHEC)	website	Various hurricane and emergency preparedness topics	Year round
Ocean and Coastal Resource Management (OCRM)	State of the Beaches report. Hilton head is included in this report	Monitors beach erosion data based on beach profile surveys	Once a year
Army Corp of Engineers (USACE)	Flood Risk Management Program website	Various flood related topics	Year round
FloodSmart	website	Wealth of flood risk, flood insurance, disaster recovery information	Year round
FEMA	website	Wealth of flood risk, flood insurance, disaster recovery information	Year round
Environmental Protection Agency (EPA)	NPDES MS4 program . Hilton Head is becoming an MS4 community; website	Incorporating environmentally sensitive development into stormwater programs. Various topics dealing with BMP's	Year round

### **STEP 3. FORMULATE MESSAGES**

After reviewing the Town's needs assessment and the flood insurance policy assessment, the PPI Committee identified the following key topics to be disseminated via messages to the target audiences selected. The first six topics are the six priority topics identified in the CRS manual. The other four topics were added by the committee because it was decided they were appropriate topics for our target audiences.

1. Know your flood hazard
2. Insure your property for your flood hazard
3. Protect people from the hazard
4. Protect your property from the hazard
5. Build responsibly
6. Protect natural floodplain functions
7. Disaster preparedness
8. Coastal erosion
9. Flood warning
10. What happens after the storm?

For each topic listed, the PPI Committee identified messages and determined what outcome it would like to see. The messages and outcomes are listed in the "PPI Projects and Initiatives Table" at the end of this document.

### **STEP 4. IDENTIFY OUTREACH PROJECTS TO CONVEY THE MESSAGES**

After reviewing the existing public information efforts that are done by the Town, the committee decided those efforts should be continued as part of our outreach projects but determined that they should be publicized more through the PPI program. **In addition to the Town's outreach activities already documented above**, new and enhanced projects, developed through discussions at the committee meetings, are listed below. These projects are identified in the "PPI Projects and Initiatives Table" as OP#1, OP#2, OP#3, etc.

1. The Town's CRS Coordinator will work with the Town's Stormwater Manager and the Town's Urban Designer to design and implement a program for posting "No Dumping" signs at key locations in the drainage system, parks and schools. Drainage system maintenance and the regulations that prohibit dumping will be publicized in a yearly outreach to all residents of the Island.

2. The Town's CRS Coordinator will design and print a supply of business or informational cards that lists key flood-related websites and phone numbers. The cards will be available on display at Town Hall, Fire Rescue, Town Fire Stations, Facilities Management Building and the public library.
3. The Town's CRS Coordinator will work with the Town's Urban Designer on designing refrigerator magnets that give the message "Turn Around, Don't Drown". The magnets will be provided to rental management companies to put in rental units to help make renters aware of the dangers of driving in flooded streets. If they are tourists or are from an area that doesn't have flood risks, they may not be aware of the dangers of driving in flood waters. The magnets will also be mailed to v-zone properties.
4. Town Council will hold a public outreach meeting on an annual basis that will educate the public on the importance of having flood insurance, will remind property owners that most homeowners' policies do not cover flood, and will encourage property owners to purchase flood insurance, not only for the structure itself but also for contents coverage.
5. The Town's CRS Coordinator will work with the Town's Information Technology (IT) Department on posting Elevation Certificates on the website. This service will be publicized in a yearly outreach to all residents of the Island.
6. The Town's CRS Coordinator, the Floodplain Manager and committee member Kristin Hayrinen of Hub International, will work with committee member Jean Beck, who is the Executive Vice-President of the Hilton Head Area Association of Realtors, to hold education opportunities several times a year for area realtors on general flood related topics, flood insurance and the importance of better preparing their potential clients.
7. The Town's CRS Coordinator and the Floodplain Manager will present at property owner associations meetings and neighborhood meetings at least once a year and as needed, on various flood related topics such as flood protection information, flood protection assistance, importance of flood insurance, hurricane awareness and safety tips, and disaster recovery information.
8. The Town's CRS Coordinator will create a real estate agents brochure, which will be distributed several times a year to area realtors and the Hilton Head Area Association of Realtors to hand out to potential clients about knowing the flood hazard before you buy and promoting the purchase of flood insurance.

9. The Town's CRS Coordinator will work with the Town's IT Department to better promote the NFIP's Flood Smart website, [www.floodsmart.gov](http://www.floodsmart.gov) , with a link on the Town's flood homepage. The Flood Smart website offers a wealth of information pertaining to flood awareness and illustrates how different levels of flood water can damage a home, and estimates the costs of restoring it to the original condition. This will be publicized in a yearly outreach to all Island residents as well. The Flood Smart website will also be publicized on the informational cards being made in OP#2.
10. The Town's CRS Coordinator will design and print door hangers as a flood response preparation project, which will contain contact information and messages with information on what to do after a flood. The door hangers will be prepared, but will only be distributed after a flood event by staff that is in the field to do damage assessment.
11. The Town's CRS Coordinator and the Floodplain Manager will host educational opportunities at least once a year and as needed, for builders, contractors, architects and landscapers on various flood related topics in order to help them assist their customers. This will include training on flood hazards, construction rules and how to obtain proper permits, post-disaster repair rules and rules for activities in flood prone areas.
12. The Town's CRS Coordinator will update the annual outreach mailing brochure to reflect the changes in the CRS manual and so that it addresses all of the identified topics in the PPI Program. This brochure will be updated and mailed to all Island residents on a yearly basis and will be on display at Town Hall, Fire Rescue, Town Fire Stations, and the public library. The brochure will also be given out at various trainings, special events, etc. The Town's CRS Coordinator will have the brochure printed in Spanish as well.
13. The Town's CRS Coordinator will work with stakeholders such as the community organizations, agencies, POA's, the Chamber of Commerce, builders, contractors, architects, realtors, insurance companies, and others on getting flood information and a link to the Town's website in their newsletters and mailings that go out or have them provide a link to the Town's website from the organizations website.
14. The Town's CRS Coordinator will work with the Town's IT Department and the Emergency Management Coordinator to draft and send out e-subscription

messages to subscribers regarding flood awareness, property protection, importance of purchasing flood insurance and other flood/hurricane related topics. This service will be publicized in a yearly outreach to all Island residents.

15. The Town's Administrative Department prepares the Town's newsletter "Our Town". There will be an edition dedicated fully to flood and hurricane related topics before hurricane season, which will be done on an annual basis. This newsletter is displayed at various locations throughout the Town, as well as published in the Island Packet newspaper.
16. The Town's CRS Coordinator and Floodplain Manager will attend the annual Home and Garden Show in March sponsored by the Hilton Head Area Home Builders Association and have a booth set up with flood awareness, hurricane preparedness and disaster recovery information.
17. The Town's CRS Coordinator will work with PSD#1 on getting flood and hurricane awareness information, as it pertains to water and wastewater service, in their newsletters on a regular basis and some bullet points and a link to the Town's flood website homepage on the bill statements.
18. The Town's Stormwater Manager is designing and ordering "no dumping, drains to waterway" discs to install on curb inlets and grate inlets in high traffic areas such as parks, walking districts, schools, and other areas as needed.
19. The Town's Storm Water Education Kiosk will be on display at the Hilton Head Public Library. Topics covered on the kiosk, in text and video segments, include information on what is unique about Port Royal Sound, rivers, inlets, salt marsh, and associated wildlife and ecological services. Topics also deal with the local watershed, how our actions affect the watershed and what can be done in our own backyards to keep our watersheds healthy.
20. Paul Abrams with Smart Vent will come to Hilton Head Island once a year to do training on elevation certificates and flood vents. This training will be made available to Town staff, surveyors, realtors, etc.
21. The Town will host a Flood Awareness week once a year. There will be a wide variety of information on display in the Town Hall lobby. It will be advertised in

the local paper and on the Town's website. There will be training opportunities offered throughout the week pertaining to flood awareness and disaster related topics.

22. The Town's Emergency Management Coordinator will host a Hurricane conference once a year that will focus on individual and business preparedness.
23. The Town's Emergency Management Coordinator will provide a faith-based outreach to several area churches and their members. It will be an excellent avenue to provide public information, will increase the number of citizens we have prepared in the community, will help them develop emergency plans for their place of worship and will give them an avenue to assist after an event. The initial meeting is scheduled for September; additional meetings will be held as needed or requested.
24. The Town's Emergency Management Coordinator will host a private sector partner meeting with the community's utility companies, medical facilities, security companies, and other partners as needed. The meeting will be held in June, and will be done on an annual basis and as needed. Town staff will be giving presentations on hurricane operations, debris management, damage assessment, and an overview of the outreach efforts.
25. The Town's Sustainable Practices Coordinator with the assistance of the Town's CRS Coordinator will do presentations to the area schools and community organizations on various topics such as sea turtle protection, piping plovers, coastal habitat and vegetation. These will be done at least once a year or as requested.
26. The Town's Emergency Management Coordinator will draft messages pertaining to imminent storms or flooding events that will be ready to be sent out via e-subscription messages to the subscribers of the service. These will be used as a flood response preparation project and will only be sent out in the event of a flood, hurricane or other natural disaster.



27. The Town's CRS Coordinator will order an assortment of brochures from FEMA in English and Spanish to have available on display at Town Hall, Fire Rescue and the public library. The brochures will also be given out at various trainings, special events, etc.
28. The Town's CRS Coordinator will send a letter to property management companies with important flood related and hurricane preparedness information. The annual outreach brochure (OP#12) will be included with this letter and copies of the brochure will be provided to the property management companies to distribute to their renters.
29. The Town's CRS Coordinator will design and create a brochure specifically on the topic of coastal erosion hazards which will be mailed once a year to V Zone properties. This brochure will also be available on display at Town Hall, the Town's website and the public library and will be handed out at trainings.
30. The Town's CRS Coordinator will send a letter to all properties located within the repetitive loss areas once a year. The letter will inform them that they are in a mapped repetitive flood loss area and will educate them on the hazards of flooding and what they can do to protect their property. The letter will also encourage the property owner to contact staff with any questions or have staff do a site visit with them to advise them of any potential property protection measures they can make. The annual outreach brochure (OP#12) will be included with this letter.
31. The Town's Fire Marshall designed and ordered magnets that will advertise and request the public to sign up for the emergency e-subscription service. These will be handed out at events and trainings and will be on display at Fire Rescue. These magnets were also printed in Spanish.

## **STEP 5. EXAMINE OTHER PUBLIC INFORMATION INITIATIVES**

Aside from outreach projects, the PPI will ensure various other related activities that inform people and motivate them to protect life and property, purchase flood insurance and protect natural floodplain functions are being done.



The Town's PPI program will involve the following CRS activities:

➤ Activity 320 – Map Information Service

Town staff answers inquiries for map information in person, via email and telephone. The map information service greatly helps the Town's residents, real estate agents, insurance agents, banks, and anyone else who needs flood hazard information. Staff provides inquirers with information from the Town's FIRM and GIS data with information about the flood hazard and natural floodplain functions. Staff advises inquirers about flood problems other than those shown on the FIRM. Staff advises inquirers of flood depth data by using the Town's storm surge map to provide information about how deep flood waters can be anticipated in certain areas during various flood events. Staff advises inquirers about historical flood information, whether an area in question has been flooded in the past or if a property is located in a mapped repetitive loss area. Staff advises inquirers about areas that should be protected because of their natural floodplain functions. As a coastal community, protecting the shoreline, wetlands and other special flood related hazard areas are a major concern of the PPI Committee. Staff advises inquirers of the location of wetlands by using either plats or the wetlands mapped in the National Wetlands Inventory. The Town has its own beachfront line and mapped Coastal Protection Area and Transition Area that limits construction and certain activities along the beach. Staff advises about coastal erosion areas, and discusses the regulations pertaining to wetlands and beachfront properties. Staff also advises inquirers of areas mapped for critical habitat protection, such as the piping plover resting areas and the sea turtle nesting protection areas.

➤ Activity 340 – Hazard Disclosure

The Town's CRS Coordinator will work with realtors on the committee and review their hazard disclosure methods and materials. Staff has and will continue to meet with area real estate agents and the Hilton Head Island Association of Realtors to provide training on current flood related topics and will stress the importance of realtors disclosing flood hazards to their clients and the importance of promoting of flood insurance. Staff will create flood disclosure materials and brochures for the area realtors to provide to their clients. Staff is available to answer any inquiries from real estate agents regarding flood awareness, whether a property is in the floodplain and the flood hazards and flood insurance. Real estate agents can also obtain this information via the town's website. The town will continue to publicize the flood determination service through the annual outreach brochure. The Hilton Head Association of Realtors as well as area real estate agents have agreed to post articles and links on their websites and newsletters to the Town's flood

homepage and to other websites containing important flood hazard information. The Hilton Head Association of Realtors as well as area real estate agents have agreed to advise house hunters about the flood hazards.

➤ Activity 350 – Flood Protection Information

Provide flood protection and flood warning information through the Town website. The website will be updated to include information on all ten of the priority topics listed in this document, which includes all six CRS priority topics, plus the four additional topics selected by the PPI Committee. The website will be updated to provide more information on the messages conveyed in the town's outreach projects. The website provides a wealth of information on flood and hurricane warning and safety procedures, evacuation routes and other topics of immediate concern when a flood threatens. The website is also being updated to include online access to Elevation Certificates to make them more available to the public.

➤ Activity 360 – Flood Protection Assistance

There are three types of flood protection assistance that are provided by town staff. Staff provides property protection advice, financial assistance advice and property protection advice that is provided after a site visit. The town will continue to publicize this assistance through the annual outreach brochure, the website, events such as the Home and Garden Show, and via e-subscription messages and other types of announcements. This service will also be made available to real estate agents, insurance agents and contractors. The Town's Floodplain Manager and Grants Administrator both conduct the research required in order to provide financial assistance advice to the community when needed.

➤ Activity 370 – Flood Insurance Promotion

As part of the PPI program, the PPI Committee did a flood insurance coverage assessment. Staff received the flood insurance policy data from FEMA and turned the data into general data so that a summary of the data could be shared with the rest of the committee. The town's current level of coverage was assessed and we identified some small areas where coverage was lacking. The PPI Committee includes representatives from a local insurance company and a mortgage lender, so the committee was able to come up with a coverage improvement plan, per CRS guidelines. The coverage improvement plan is implemented through projects identified in this document. Staff also provides advice about flood insurance and promotes flood insurance coverage.

➤ Activity 420 – Open Space Preservation

The Town has many properties that are credited for Natural Functions Open Space. Several of these properties have educational signs posted throughout the property providing information on the site's natural floodplain functions.

➤ Activity 540 – Drainage System Maintenance

The Town has regulations that prohibit disposal of debris in the drainage system, which is enforced throughout the community. The regulations that prohibit dumping in streams and ditches will be publicized in the annual outreach brochure and will be posted on the website. One of the outreach projects selected by the PPI Committee is the “No dumping” signs that will be made and posted in key locations in the Town's drainage system, such as at Town parks and other areas with ditches that drain to waterways. Another outreach project the PPI Committee decided on was ordering “No Dumping, Drains to Waterway” discs to install on curb inlets and grate inlets in high traffic areas such as parks, walking districts, schools, etc.

➤ Activity 610 – Flood Warning and Response

The Town has and will continue to implement several outreach projects that tell the residents and businesses how they will be warned and the safety measures they should take during a flood or hurricane. These flood warning and safety response measures will be publicized in the annual outreach brochure and will be posted on the website. As a coastal community subject to tropical storms and hurricanes, the Town has the opportunity to provide repeated watches, warnings and safety information up to three days in advance through various outlets, such as the website, e-subscription messages, the media and twitter.

## **STEP 6. PREPARE THE PPI DOCUMENT**

The overall strategy of the PPI program is to make information more readily available to our target audiences in a manner that will encourage each audience to adopt behaviors that will improve preparedness, help protect themselves and their property, and decrease future flood damage. Research has shown that well designed public information programs work and people's behavior can change. The “PPI Projects and Initiatives Table” below provides a comprehensive list of all elements of the program, including the target areas, the topics, the messages and desired outcomes, the outreach projects, who the project is assigned to, a schedule, and if there is a stakeholder involved in distributing the message.

## **STEP 7. IMPLEMENT, MONITOR AND EVALUATE THE PROGRAM**

The PPI Committee will meet annually to monitor the implementation of the outreach projects and to reassess the flood insurance coverage. The committee will assess whether the outcomes desired were achieved and what, if anything, should be changed. An evaluation report will be prepared each year and will be presented to Town Council. It will also be included as part of the annual CRS recertification.

PPI PROJECTS AND INITIATIVES TABLE						
Target Audience	Message	Outcome	Projects	Assignment	Schedule	Stakeholder
1. Entire Island	<u>Topic #1.</u> Know your flood hazard  Messages: Know what flood zone your property is located in by calling 843-341-4757 or visiting <a href="http://www.hiltonheadislandsc.gov">www.hiltonheadislandsc.gov</a> Be informed of your risk of flood and the hazards associated with it.	People will find out about their possible exposure to flood damage.  Increase in the number of map information inquiries and people getting flood information assistance from Town staff.  Increase in the number of people utilizing the website for flood information.	OP#5- Post Elevation Certificates on website	CRS Coordinator, IT Department	Year round	N/A
			OP#9 – Promote NFIP Flood Smart website on Town’s website	CRS Coordinator, IT Department	As needed	N/A
			OP#12 – Annual brochure	CRS Coordinator	Mailed every July and will be on displays year round	Hilton Head Library
			OP#14 – E-subscription messages	Emergency Management Coordinator	Quarterly message and as needed	N/A
			OP#21 – Flood Awareness Week	CRS Coordinator, Floodplain Manager	Every summer prior to hurricane season	N/A
			Town’s website- wealth of information on this topic	CRS Coordinator, Emergency Management Coordinator, IT Department	Year round and as needed	N/A
			Website- wealth of information on this topic	FEMA	Year round	FEMA
			2 Brochures- Flood Risks Nationwide and FloodSmart Online Tools and Resources	CRS Coordinator	On display at Town Hall year round	www.FloodSmart.gov
			Brochure – Citizens Guide to Flood Awareness	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			FRE (Flood Risk Evaluator) event- open to public at Town Hall. FRE staff will check elevation certificates, make owners aware of their flood risk, tell them how to retrofit and show how they can lower flood insurance	CRS Coordinator, Building Official, Paul Abrams with FRE	Once a year	SmartVent / FRE
	<u>Topic #2.</u> Insure your property for your flood hazard  Messages: To purchase flood insurance talk to a local agent to get the best rate. Everyone should purchase flood insurance. Standard homeowner or commercial policies will not cover damage to structures or contents caused by flooding. You don’t have to hold a mortgage	Increase in the number of flood insurance policies.	OP#9 – Promote NFIP Flood Smart website on Town’s website	CRS Coordinator, IT Department	As needed	N/A
			OP#12 – Annual brochure	CRS Coordinator	Mailed every July and on displays year round at Town Hall, Fire Rescue and the library, on website	Hilton Head Library
			OP#14 – E-subscription messages	Emergency Management Coordinator	Quarterly message and as needed	N/A
			OP#21 – Flood Awareness Week	CRS Coordinator, Floodplain Manager	Every summer prior to hurricane season	N/A

1. Entire Island	in order to purchase flood insurance. If you have a flood insurance policy, make sure you also carry contents coverage.		OP#4 – Town Council special meeting on promoting flood insurance	CRS Coordinator	Spring of every year	Town Councilman
			OP#27 – 5 FEMA brochures	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	FEMA, Hilton Head Library
			Newspaper articles on various flood insurance related topics	Island Packet Newspaper	As needed	Island Packet Newspaper
			Town's website- wealth of information on this topic	CRS Coordinator, Emergency Management Coordinator, IT Department	Year round and as needed	N/A
			Brochure- Flood Insurance Increase	Floodplain Manager	On display at Town Hall year round	N/A
			Website- wealth of information on this topic	FEMA	Year round	FEMA
			Website- information and brochure on flood insurance	Beaufort County Emergency Management Division	Year round	Beaufort County Emergency Management Division
			Brochure – 20 Questions to Ask Your Insurance Agent	Beaufort County Emergency Management Division	On display year round	Beaufort County Emergency Management Division
			Brochure- Contents Coverage	CRS Coordinator	On display at Town Hall year round	www.FloodSmart.gov
			CRS Brochure – Mandatory Purchase of Flood Insurance	CRS Coordinator	On display at Town Hall year round	N/A
			Brochure - Citizens Guide to Emergency Preparedness	Emergency Management Coordinator	On display at Town Hall and Fire Rescue year round and handed out at events, on website	Hilton Head Library, Deep Well
			Brochure – Citizens Guide to Flood Awareness	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			Brochure – Substantially Improved or Damaged Buildings and the NFIP	Community Development Department	On display at Town Hall and the library year round	Hilton Head Library
			Trainings/presentations here at the Town for staff, realtors, insurance agents, banks, surveyors, contractors	Maria Lamm, SCDNR	As needed	SC DNR
			TV Interview – changes in flood insurance	Floodplain Manager	Once a year (this episode aired 14 times), as needed, year round on WHHI-TV you tube page	WHHI-TV
	Topic #3. Protect people from the hazard.	People will not drive in flooded streets.	OP#12 – Annual brochure	CRS Coordinator	Mailed every July and on displays year round	Hilton Head Library
	Messages: Stay clear of standing	To have no injuries or	OP#14 – E-subscription messages	Emergency Management Coordinator	Quarterly message and as needed	N/A



1. Entire Island	water, it may be deeper than you think. Turn around, don't drown. Don't drive in flooded waters. Have an emergency plan established in advance to keep your family safe. After a flood, follow proper safety precautions before using your food, water supply and septic system.	fatalities related to a flooding event.  Decrease the number of rescues and reduce calls to 911 for non-life threatening emergencies.  Maintain public health throughout the cleanup period after a flood event.	OP#21 – Flood Awareness Week	CRS Coordinator, Floodplain Manager	Every summer prior to hurricane season	N/A
			OP#27 – 1 FEMA brochure – Flood Preparation and Safety	CRS Coordinator	On display at Town Hall and Fire Rescue, handed out year round	FEMA, Hilton Head Library
			OP#2 – Business cards	CRS Coordinator	On display at Town Hall and library year round	Hilton Head Library
			OP#15 – “Our Town” Newsletter	Administration Department	Summer of every year	N/A
			OP#16 – Annual home and garden show	CRS Coordinator, Floodplain Manager	March every year	Hilton Head Area Homebuilders Association
			OP#22 – Hurricane conference	Emergency Management Coordinator	Once a year	N/A
			Hargray Phone book- hurricane preparedness information	Hargray Communications	Printed once a year, used year round	Hargray Communications
			Island Packet Hurricane Guide	Island Packet Newspaper	June 1 every year	Island Packet Newspaper
			Newspaper articles on various hurricane, flood hazards and other topics such as sea turtle protection	Island Packet Newspaper	As needed	Island Packet Newspaper
			Magazine articles on various hurricane and habitat/wildlife protection topics	Hilton Head Monthly Magazine	Once a year, as needed	Hilton Head Monthly Magazine
			Magazine articles on various hurricane preparedness topics	Celebrate Hilton Head (CH2)	Once a year, as needed	Celebrate Hilton Head (CH2)
			Town's website- wealth of information on this topic	CRS Coordinator, Emergency Management Coordinator, IT Department	Year round and as needed	N/A
			Website- wealth of information on this topic	FEMA	Year round	FEMA
			Town's Twitter page	Emergency Management Coordinator	As needed	N/A
			Newsletter	Port Royal POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Port Royal POA
			Palmetto Hall Reporter Newsletter	Palmetto Hall POA	Mailed out once a year, and as needed	Palmetto Hall POA
			Website – Disaster Evacuation & Recovery Guide	Palmetto Hall POA	Year round	Palmetto Hall POA
			Website-Disaster Evacuation & Recovery Guidelines	Shipyard POA	Year round	Shipyard POA
			Newsletter- Hurricane Preparedness	Long Cove POA	Mailed out once a year, e-mail blasted out once a year, and	Long Cove POA

1. Entire Island					as needed	
			Plantation Living Newsletter	Hilton Head Plantation POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Hilton Head Plantation POA
			Website – Hurricane Preparedness Guide	Hilton Head Plantation POA	Year round	Hilton Head Plantation POA
			Hurricane Information Meeting with property owners	Hilton Head Plantation POA	Once a year and as needed	Hilton Head Plantation POA
			Website- information on this topic	Native Island Business and Community Affairs Association <a href="http://www.NIBCAA.org">www.NIBCAA.org</a>	Year round	NIBCAA
			Website- Hurricane preparedness and drinking water safety	Hilton Head PSD#1	Year round	Hilton Head PSD#1
			Website- Emergency Preparedness Guide and Emergency Evacuation Information brochures	Palmetto Breeze Transportation	Year round	Palmetto Breeze Transportation
			Website- Hurricane and Emergency Preparedness	South Carolina Department of Health and Environmental Control <a href="http://www.scdhec.gov">www.scdhec.gov</a>	Year round	SCDHEC
			Website- Hurricane and Emergency Preparedness	American Red Cross Palmetto SC Region	Year round	American Red Cross Palmetto SC Region
			Brochures – Emergency Evacuation Information	Palmetto Breeze Transportation	On displays year round	Palmetto Breeze Transportation
			Website- wealth of information and brochures on hurricane preparedness, warnings and evacuation	Beaufort County Emergency Management Division	Year round	Beaufort County Emergency Management Division
			Brochure – Hurricane Preparedness	Beaufort County Emergency Management Division	On displays year round	Beaufort County Emergency Management Division
			2 Brochures (Safety First- Disaster Preparedness and Flood Cleanup)	Community Development Department	On display at Town Hall year round	International Code Council
			2 Brochures- Hurricane Season Flooding and Flooding: Our Nations’ Most Frequent and Costly Natural Disaster	CRS Coordinator	On display at Town Hall year round	<a href="http://www.FloodSmart.gov">www.FloodSmart.gov</a>
			Brochure - Citizens Guide to Emergency Preparedness	Emergency Management Coordinator	On display at Town Hall and Fire Rescue year round and handed out at events and with every presentation on a regular basis, on Town’s website	Hilton Head Library, Deep Well



1. Entire Island			Brochure – Citizens Guide to Flood Awareness	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			Interview with news station	Emergency Management Coordinator	Once a year, as needed	WTOC
			OP#31 – Refrigerator magnets	Fire Marshall and Emergency Management Coordinator	Handed out at events, trainings and on display at Fire Rescue	N/A
	<p><u>Topic #4.</u> Protect your property from the hazard.</p> <p>Messages: Retrofit or elevate your home to reduce future drainage problems and flood damage. Store irreplaceable items and valuables in an area safe from flooding. Contact staff at 843-341-4757 to find out if grant assistance is available to help raise your house above the flood level. Contact staff to find out what steps should be taken to protect your property. Raising your furnace and utilities can save you a lot of money the next time it floods. Keep debris and trash out of streams and ditches.</p>	<p>People will retrofit their homes to protect them from flooding.</p> <p>Decrease the amount of structures below the BFE.</p> <p>Less damage to contents due to flooding.</p> <p>Increase the amount of inquiries to staff on retrofitting measures.</p> <p>Reduce the number of calls related to stream obstructions.</p>	OP#12 – Annual brochure	CRS Coordinator	Mailed every July and on display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			OP#14 – E-subscription messages	Emergency Management Coordinator	Quarterly message and as needed	N/A
			OP#21 – Flood Awareness Week	CRS Coordinator, Floodplain Manager	Every summer prior to hurricane season	N/A
			OP#27 – 3 FEMA brochures – Build Back Safer and Stronger, Flood Preparation and Safety and Homeowners Guide to Retrofitting	CRS Coordinator	On displays at Town Hall, library and Fire Rescue, handed out year round	FEMA, Hilton Head Library
			OP#16 – Annual home and garden show	CRS Coordinator, Floodplain Manager	March every year	Hilton Head Area Homebuilders Association
			Website- wealth of information on this topic	CRS Coordinator, Floodplain Manager will give the information to post	Year round	Hilton Head Area Homebuilders Association
			OP#9 – Promote NFIP Flood Smart website on Town's website	CRS Coordinator, IT Department	As needed	N/A
			OP#1 – No dumping signs	Stormwater Manager	Year round	N/A
			OP#17 – PSD bill statements	CRS Coordinator , Pete Nardi	Year round	Hilton Head PSD#1
			Website- Hurricane preparedness and protecting water heater	Hilton Head PSD#1	Year round	Hilton Head PSD#1
			Hargray Phone book- hurricane preparedness information	Hargray Communications	Printed once a year, used year round	Hargray Communications
			Island Packet Hurricane Guide	Island Packet Newspaper	June 1 of every year	Island Packet Newspaper
			Newspaper articles on various hurricane, flood hazards and other topics	Island Packet Newspaper	As needed	Island Packet Newspaper
			Magazine articles on various hurricane and flood topics	Hilton Head Monthly Magazine	At least once a year, as needed	Hilton Head Monthly Magazine

1. Entire Island			Town's website- wealth of information on this topic	CRS Coordinator, Emergency Management Coordinator, IT Department	Year round and as needed	N/A
			Website- wealth of information on this topic	FEMA	Year round	FEMA
			Town's Twitter page	Emergency Management Coordinator	As needed	N/A
			Newsletter	Port Royal POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Port Royal POA
			Palmetto Hall Reporter Newsletter	Palmetto Hall POA	Mailed out once a year, and as needed	Palmetto Hall POA
			Website – Disaster Evacuation & Recovery Guide	Palmetto Hall POA	Year round	Palmetto Hall POA
			Website-Disaster Evacuation & Recovery Guidelines	Shipyard POA	Year round	Shipyard POA
			Plantation Living Newsletter	Hilton Head Plantation POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Hilton Head Plantation POA
			Website – Hurricane Preparedness Guide	Hilton Head Plantation POA	Year round	Hilton Head Plantation POA
			Hurricane Information Meeting with property owners	Hilton Head Plantation POA	Once a year and as needed	Hilton Head Plantation POA
			Website- information on this topic	Native Island Business and Community Affairs Association www.NIBCAA.org	Year round	NIBCAA
			Website- wealth of information and brochures on hurricane preparedness, warnings and evacuation	Beaufort County Emergency Management Division	Year round	Beaufort County Emergency Management Division
			Brochure – Hurricane Preparedness	Beaufort County Emergency Management Division	On displays year round	Beaufort County Emergency Management Division
			Brochure -Safety First- Disaster Preparedness	International Code Council	On display at Town Hall year round	International Code Council
			2 Brochures- Hurricane Season Flooding and Flooding: Our Nations' Most Frequent and Costly Natural Disaster	CRS Coordinator	On display at Town Hall year round	www.FloodSmart.gov
			Brochure - Citizens Guide to Emergency Preparedness	Emergency Management Coordinator	On display at Town Hall and Fire Rescue year round and handed out at events and with every presentation on a regular basis, on Town's website	Hilton Head Library, Deep Well

1. Entire Island			Brochure – Citizens Guide to Flood Awareness	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			Brochure – Substantially Improved or Damaged Buildings and the NFIP	Community Development Department	On display at Town Hall and the library year round	Hilton Head Library
			Interview with news station	Emergency Management Coordinator	Once a year, as needed	WTOC
			FRE (Flood Risk Evaluator) event- open to public at Town Hall. FRE staff will check elevation certificates, make owners aware of their flood risk, tell them how to retrofit and show how they can lower flood insurance	CRS Coordinator, Building Official, Paul Abrams with FRE	Once a year	SmartVent / FRE
	<p><u>Topic #5.</u> Build responsibly.</p> <p>Messages: Get a permit from the Town before you build, retrofit or repair your home or business. Please call the permit office at 843-341-4757 with any permitting questions. Know the rules on substantial damage and improvement. Follow Ordinance and Building Code requirements for construction and water quality standards. Use appropriate erosion and sediment control measures during construction.</p>	<p>Property owners will apply for a permit before they start filling or building.</p> <p>Fewer violation notices issued.</p> <p>Increase in number of elevation certificates on file with the Town.</p> <p>Increase in number of structures being built in compliance with codes and regulations.</p>	OP#12 – Annual brochure	CRS Coordinator	Mailed every July and on display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			OP#14 – E-subscription messages	Emergency Management Coordinator	Quarterly message and as needed	N/A
			OP#27 – 3 FEMA brochures – Build Back Safer and Stronger, Flood Preparation and Safety and Homeowners Guide to Retrofitting	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	FEMA, Hilton Head Library
			OP#16 – Annual home and garden show	CRS Coordinator, Floodplain Manager	March every year	Hilton Head Area Homebuilders Association
			Website- wealth of information on this topic	CRS Coordinator, Floodplain Manager will give the information to post	Year round	Hilton Head Area Homebuilders Association
			OP#19 – Stormwater Kiosk at library	Sustainable Practices Coordinator	Year round	Hilton Head Library
			Town's website- wealth of information on this topic	CRS Coordinator, Emergency Management Coordinator, IT Department	Year round and as needed	N/A
			Website- wealth of information on this topic	FEMA	Year round	FEMA
			Website-Disaster Evacuation & Recovery Guidelines	Shipyard POA	Year round	Shipyard POA
			Newsletter	Port Royal POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Port Royal POA

1. Entire Island			Website – Disaster Evacuation & Recovery Guide	Palmetto Hall POA	Year round	Palmetto Hall POA
			Website – Hurricane Preparedness Guide	Hilton Head Plantation POA	Year round	Hilton Head Plantation POA
			Website- information on this topic	Native Island Business and Community Affairs Association www.NIBCAA.org	Year round	NIBCAA
			2 Brochures – Building Green-Living Better and Benefits of Building Permits	International Code Council	On display at Town Hall year round	International Code Council
			2 Brochures- Hurricane Season Flooding and Flooding: Our Nations’ Most Frequent and Costly Natural Disaster	CRS Coordinator	On display at Town Hall year round	www.FloodSmart.gov
			Brochure - Citizens Guide to Emergency Preparedness	Emergency Management Coordinator	On display at Town Hall, library and Fire Rescue year round and handed out at events, on Town’s website	Hilton Head Library, Deep Well
			Brochure – Citizens Guide to Flood Awareness	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			3 Brochures- On Line Permitting, Commercial Construction Permitting and Emergency Permitting	Community Development Department	On display at Town Hall year round	N/A
	<u>Topic #6.</u> Protect natural floodplain functions.  Messages: Keep water clean, don’t dump in storm drains and ditches as they lead to waterways. Do not drain pools directly to streams or lagoons. Limit use of fertilizers and pesticides. Scoop the poop- keep pet waste off the beach and from entering waterways. Improve water quality with Green infrastructure. Use appropriate erosion and sediment control measures during construction. Maintain natural buffers along wetlands and the beach. Know the benefits of planting more trees. Sea oats and other beach plants help stabilize our sand dunes; enjoy them but don’t	Reduction in amount of dumping.  Reduction of water pollution and improved water quality.  Fewer violation notices issued.  Increase in protection of natural habitat and wildlife.	OP#12 – Annual brochure	CRS Coordinator	Mailed every July and on display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			OP#19 – Stormwater Kiosk at library	Sustainable Practices Coordinator	Year round	Hilton Head Library, Clemson Extension, Lowcountry Institute, Port Royal Sound Foundation
			OP#1 – No dumping signs	Stormwater Manager	Year round	N/A
			OP#18 – “no dumping, drains to waterways” discs	Stormwater Manager	Year round	Neighbors for Clean Water
			OP#25 – presentations to schools	Sustainable Practices Coordinator	Several times a year to the public	Schools, Coastal Discovery Museum, HHI Audubon, POA’s other organizations
			Summer education camps	Boys and Girls Club	Once a year	Boys and Girls Club
			Newspaper articles on various hurricane, flood hazards and other topics such as sea turtle	Island Packet Newspaper	As needed	Island Packet Newspaper

1. Entire Island	pick them! Protect the habitat of critical wildlife species. Observe our waterfront wildlife from a distance. Avoid marked turtle nesting areas and leave bird eggs and nests on the beach.		protection			
			Magazine articles on various hurricane and habitat/wildlife protection topics	Hilton Head Monthly Magazine	At least once a year, as needed	Hilton Head Monthly Magazine
			Town's website- wealth of information on this topic	CRS Coordinator, Emergency Management Coordinator, IT Department	Year round and as needed	N/A
			Sea Turtle Nest Patrol-nests are marked, notices to make public aware of project, monitored every night	Coastal Discovery Museum, Community Development Department	Every night from May-Oct every year	Coastal Discovery Museum
			Piping Plover Monitoring- document # of birds, location of feeding and resting. Signs posted at resting areas to make public aware	Community Development Department, IT Department	Monitors from Nov-March every year	N/A
			Educational land and water tours- Pinckney Island Wildlife Refuge, the beach, salt marsh. Various talks at museum-habitat, ACE basin. Educational programs with school students and youth organizations	Coastal Discovery Museum	Programs occur year round, brochure on programs on display at Town Hall	Coastal Discovery Museum
			Sea Turtle Talk-lecture and walk on the beach	Coastal Discovery Museum	Several times a week from June-Aug every year	Coastal Discovery Museum
			Brochure- The Loggerhead Sea Turtle	Coastal Discovery Museum	On display and handed out year round	Coastal Discovery Museum
			Brochure- The Loggerhead Sea Turtle	Community Development Department	On display at Town Hall year round	N/A
			Piping Plover Monitoring presentations- about project and what public can do to help protect shorebirds	Community Development Department	At least once a year	Hilton Head Island Audubon Society, Coastal Discovery Museum
			Water Quality Monitoring presentations	Stormwater Department, Community Development Department	As needed	Hilton Head Island Audubon Society, Palmetto Dunes Lagoon Committee
			Website- wealth of information on this topic	FEMA	Year round	FEMA
			Website- information on Animals in the Environment	Palmetto Hall POA	Year round	Palmetto Hall POA
			Website-information on alligators and their habitat, rain gardens, rain barrels,	Shipyard POA	Year round	Shipyard POA

1. Entire Island			stormwater and pollution and septic systems			
			Website- blurb on protecting sea turtles	Palmetto Dunes POA	Year round	Palmetto Dunes POA
			Website- information on this topic	Native Island Business and Community Affairs Association www.NIBCAA.org	Year round	NIBCAA
			Broad Creek Cleanup	The Outside Foundation and volunteers	At least once a year	The Outside Foundation
			Brochure – Building Green-Living Better	International Code Council	On display at Town Hall year round	International Code Council
			Brochure – Citizens Guide to Flood Awareness	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			DHEC's adopt a beach program- beach cleanup	DHEC	Year round	Beach Properties, Kappa Alpha Psi, HH High School Science Department, Collins Group Realty, USCB Environmental Club, Sea Pines Resort, Westin Resort
			Educational presentations and projects (rain barrels, soil tunnels, water conservation)	Beaufort Conservation District	Several times a year to various Hilton Head schools	Beaufort Conservation District
			Informational Signs- Jarvis Creek Park, Honey Horn, Fish Haul Park, Broad Creek Boat Ramp, Shelter Cove Park, Surfwatch, Green Shell Park	Community Development Department	Year round	N/A
			Slides on island wildlife and how to protect them- put on hotels and POA TV stations	Community Development Department	Year round	Hilton Head Hotels and POA's
			Brochure- Backyard Buffers	Community Development Department	On display at Town Hall year round	DHEC
			Brochure- Help Prevent Entanglement of marine Mammals and Turtles	Community Development Department	On display at Town Hall year round	NOAA Fisheries
			2 Brochures- Septic Systems and Using Riparian Buffers to Protect the Water Quality of Broad Creek	Community Development Department	On display at Town Hall year round	N/A
			Brochure-Household Hazardous Waste	Community Development Department	On display at Town Hall year round	Water Environment Federation
			2 Brochures- Share the Beach with South Carolina's Coastal Birds and Shorebirds at Rest	Community Development Department	On display at Town Hall year round	Audubon Society
			5 Brochures- What is a Rain	Community Development	On display at Town Hall year	Clemson



1. Entire Island			Barrel, What is a Rain Garden, Septic Systems, Trashing Our Environment, Better Manage Fats, Oil and Grease-Don't Clog our Communities Arteries!	Department	round	
			Website- information on this topic Neighbors For Clean Water	www.neighborsforcleanwater.org	Year round	Neighbors For Clean Water
			Website- Lights Out for Sea Turtles and GOFER environmental protection Deborah Nettles with PECI	www.palmetto.coop	Year round	Palmetto Electric Coop
			Island Ambassador Program-certified after attendance of 3 classes - Island Knowledge, Island Culture and Island Ecology. They educate hospitality professionals, library staff, Shore Beach Services, and hotel professionals on natural resources and wildlife in Island Ecology	Keri Olivetti, USCB Event Managementt and Hospitality Training	Year round	University of South Carolina Beaufort
	<u>Topic #7.</u> Disaster Preparedness.  Messages: Know your evacuation route. Develop a safety plan for your family in case of evacuation. Assemble a survival kit in advance that has items such as first-aid kit, bottled water, flashlights, batteries, etc. Inventory and photograph your home and its contents and put important papers and insurance policies in a safe place away from potential flooding.	More families will have evacuation plans and be prepared for a disaster.  To have no injuries or fatalities related to a flooding event.  Reduction in number of rescues and reduced calls to 911 for non-life threatening emergencies.  Better prepared to file claims and permits after a disaster.	OP#12 – Annual brochure	CRS Coordinator	Mailed every July and on display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			OP#14 – E-subscription messages	Emergency Management Coordinator	Quarterly message and as needed	N/A
			OP#27 –1 FEMA brochure – Flood Preparation and Safety	CRS Coordinator	On displays at Town Hall, library and Fire Rescue, handed out year round	FEMA, Hilton Head Library
			OP#16 – Annual home and garden show	CRS Coordinator, Floodplain Manager	March every year	Hilton Head Area Homebuilders Association
			OP#9 – promote NFIP Flood Smart website on Town's website	CRS Coordinator, IT Dept.	As needed	N/A
			OP#15 – “Our Town” Newsletter	Administration Department	Summer every year	N/A
			OP#17 – Public Service District outreach	CRS Coordinator , Pete Nardi	Year round	PSD#1
			OP#21 – Flood Awareness Week	CRS Coordinator, Floodplain Manager	Every summer prior to hurricane season	N/A
			OP#2 – Business cards	CRS Coordinator	Year round	Hilton Head Library
			OP#22 – Hurricane conference	Emergency Management Coordinator	Once a year	N/A



1. Entire Island			OP#23 – Faith based outreach	Emergency Management Coordinator	Once a year, as needed	Area churches
			Hargray Phone book- hurricane preparedness information	Hargray Communications	Printed once a year, used year round	Hargray Communications
			Island Packet Hurricane Guide	Island Packet Newspaper	June every year	Island Packet Newspaper
			Newspaper articles on various hurricane, flood hazards and other topics such as sea turtle protection	Island Packet Newspaper	As needed	Island Packet Newspaper
			Magazine articles on various hurricane and habitat/wildlife protection topics	Hilton Head Monthly Magazine	At least once a year, as needed	Hilton Head Monthly Magazine
			Magazine articles on various hurricane preparedness topics	Celebrate Hilton Head (CH2)	Once a year, as needed	Celebrate Hilton Head (CH2)
			Town's website- wealth of information on this topic	CRS Coordinator, Emergency Management Coordinator, IT Department	Year round and as needed	N/A
			Website- wealth of information on this topic	FEMA	Year round	FEMA
			Town's Twitter page	Emergency Management Coordinator	As needed	N/A
			Summer education camps	Boys and Girls Club	Once a year	Boys and Girls Club
			Newsletter	Port Royal POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Port Royal POA
			Palmetto Hall Reporter Newsletter	Palmetto Hall POA	Mailed out once a year, and as needed	Palmetto Hall POA
			Website – Disaster Evacuation & Recovery Guide	Palmetto Hall POA	Year round	Palmetto Hall POA
			Website-Disaster Evacuation & Recovery Guidelines	Shipyards POA	Year round	Shipyards POA
			Newsletter- Hurricane Preparedness	Long Cove POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Long Cove POA
			Plantation Living Newsletter	Hilton Head Plantation POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Hilton Head Plantation POA
			Website – Hurricane Preparedness Guide	Hilton Head Plantation POA	Year round	Hilton Head Plantation POA
			Hurricane Information Meeting with property owners	Hilton Head Plantation POA	Once a year and as needed	Hilton Head Plantation POA
			Website- information on this topic	Native Island Business and Community Affairs Association www.NIBCAA.org	Year round	NIBCAA

1. Entire Island			Website- Hurricane preparedness and drinking water safety	Hilton Head PSD#1	Year round	Hilton Head PSD#1
			Website- Hurricane and Emergency Preparedness	South Carolina Department of Health and Environmental Control www.scdhec.gov	Year round	SCDHEC
			Owner News – Newsletter- Hurricane preparedness	Dru Brown with Beach Properties of Hilton Head	Once a year, as needed	Beach Properties of Hilton Head
			Website- Emergency Preparedness Guide and Emergency Evacuation Information brochures	Palmetto Breeze Transportation	Year round	Palmetto Breeze Transportation
			Website- Hurricane and Emergency Preparedness	American Red Cross Palmetto SC Region	Year round	American Red Cross Palmetto SC Region
			Brochures – Emergency Evacuation Information	Palmetto Breeze Transportation	On displays year round	Palmetto Breeze Transportation
			Website- wealth of information and brochures on hurricane preparedness, warnings and evacuation, brochure on flood insurance	Beaufort County Emergency Management Division	Year round	Beaufort County Emergency Management Division
			Brochure – Hurricane Preparedness	Beaufort County Emergency Management Division	On displays year round	Beaufort County Emergency Management Division
			Brochure – 20 Questions to Ask Your Insurance Agent	Beaufort County Emergency Management Division	On displays year round	Beaufort County Emergency Management Division
			Brochure - Safety First- Disaster Preparedness	International Code Council	On display at Town Hall year round	International Code Council
			2 Brochures- Hurricane Season Flooding and Flooding: Our Nations' Most Frequent and Costly Natural Disaster	CRS Coordinator	On display at Town Hall year round	www.FloodSmart.gov
			Brochure – Pets and Disasters: Get Prepared	American Red Cross	On display at Town Hall year round	American Red Cross
			Brochure - Citizens Guide to Emergency Preparedness	Emergency Management Coordinator	On display at Town Hall and Fire Rescue year round and handed out at events and with every presentation on a regular basis, on Town's website	Hilton Head Library, Deep Well
			2 Brochures – Citizens Guide to Flood Awareness and Emergency Permitting	CRS Coordinator, Community Development Department	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			Interview with news station	Emergency Management Coordinator	Once a year, as needed	WTOC

1. Entire Island			OP#31 – Refrigerator magnets	Fire Marshall and Emergency Management Coordinator	Handed out at events, trainings and on display at Fire Rescue	N/A
			Website- Staying Safe in the Storm	Deborah Nettles with PECE www.palmetto.coop	Year round	Palmetto Electric Coop
	<u>Topic #8.</u> Coastal Erosion  Messages: Call the Town at 843-341-4686 to find out the hazard of purchasing or building on a beachfront property. Protect the dunes - don't build so close to the beach. Make sure you abide by the beachfront setbacks and buffers.	Reduction in number of flood losses.  Keep the dunes intact so that they function as a protection against damage and destruction.	OP#12 – Annual brochure	CRS Coordinator	Mailed every July and on display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			OP#9 – promote NFIP Flood Smart website on Town's website	CRS Coordinator, IT Department	As needed	N/A
			OP#14 – E-subscription messages	Emergency Management Coordinator	Quarterly message and as needed	N/A
			OP#16 – Annual home and garden show	CRS Coordinator, Floodplain Manager	March every year	Hilton Head Area Homebuilders Association
			OP#29 – Coastal Erosion Hazards brochure	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			Town's website- information on this topic	CRS Coordinator, Emergency Management Coordinator, IT Department	Year round and as needed	N/A
			Website- information on this topic	FEMA	Year round	FEMA
			Brochure- Coastal Hazards- Personal Safety Guidelines	CRS Coordinator	On display at Town Hall year round	www.weready.org
	<u>Topic #9.</u> Flood Warning  Messages: Know what processes are in place to inform you of a flood or hurricane warning.	More families will be prepared for a disaster.  To have no injuries or fatalities related to a flooding event.  Reduction in number of rescues and reduced calls to 911 for non-life threatening emergencies.	OP#12 – Annual brochure	CRS Coordinator	Mailed every July and on display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			OP#14 – E-subscription messages	Emergency Management Coordinator	Quarterly message and as needed	N/A
			OP#22 – Hurricane conference	Emergency Management Coordinator	Once a year	N/A
			OP#21 – Flood Awareness Week	CRS Coordinator, Floodplain Manager	Every summer prior to hurricane season	N/A
			OP#2 – Business cards	CRS Coordinator	Year round	Hilton Head Library
			OP#15 – “Our Town” Newsletter	Administration Department	Summer every year	N/A
			OP#23 – Faith based outreach	Emergency Management Coordinator	Once a year, as needed	Area churches
			Hargray Phone book- hurricane preparedness information	Hargray Communications	Printed once a year, used year round	Hargray Communications
			Island Packet Hurricane Guide	Island Packet Newspaper	June 1 every year	Island Packet Newspaper

1. Entire Island			Newspaper articles on various hurricane, flood hazards and other topics such as sea turtle protection	Island Packet Newspaper	As needed	Island Packet Newspaper
			Magazine articles on various hurricane and habitat/wildlife protection topics	Hilton Head Monthly Magazine	At least once a year, as needed	Hilton Head Monthly Magazine
			Magazine articles on various hurricane preparedness topics	Celebrate Hilton Head (CH2)	Once a year, as needed	Celebrate Hilton Head (CH2)
			Town's website- wealth of information on this topic	CRS Coordinator, Emergency Management Coordinator, IT Department	Year round and as needed	N/A
			Website- wealth of information on this topic	FEMA	Year round	FEMA
			Town's Twitter page	Emergency Management Coordinator	As needed	N/A
			Newsletter	Port Royal POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Port Royal POA
			Palmetto Hall Reporter Newsletter	Palmetto Hall POA	Mailed out once a year, and as needed	Palmetto Hall POA
			Website – Disaster Evacuation & Recovery Guide	Palmetto Hall POA	Year round	Palmetto Hall POA
			Website-Disaster Evacuation & Recovery Guidelines	Shipyard POA	Year round	Shipyard POA
			Newsletter- Hurricane Preparedness	Long Cove POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Long Cove POA
			Plantation Living Newsletter	Hilton Head Plantation POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Hilton Head Plantation POA
			Website – Hurricane Preparedness Guide	Hilton Head Plantation POA	Year round	Hilton Head Plantation POA
			Hurricane Information Meeting with property owners	Hilton Head Plantation POA	Once a year and as needed	Hilton Head Plantation POA
			Website- information on this topic	Native Island Business and Community Affairs Association www.NIBCAA.org	Year round	NIBCAA
			Website- wealth of information and brochures on hurricane preparedness, warnings and evacuation, brochure on flood insurance	Beaufort County Emergency Management Division	Year round	Beaufort County Emergency Management Division
			Brochure – Hurricane Preparedness	Beaufort County Emergency Management Division	On displays year round	Beaufort County Emergency Management Division

			Brochure - Citizens Guide to Emergency Preparedness	Emergency Management Coordinator	On display at Town Hall and Fire Rescue year round and handed out at events and with every presentation on a regular basis, on Town's website	Hilton Head Library, Deep Well
			Brochure – Citizens Guide to Flood Awareness	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			Interview with news station	Emergency Management Coordinator	Once a year, as needed	WTOC
			OP#31 – Refrigerator magnets	Fire Marshall and Emergency Management Coordinator	Handed out at events, trainings and on display at Fire Rescue	N/A
	<p><u>Topic #10.</u> What happens after the storm?</p> <p>Messages: Find out if it is safe to enter a building after a disaster or major flooding event. Get permits before you build back.</p>	<p>To have no injuries or fatalities related to a flooding or disastrous event.</p> <p>Increase in number of structures being repaired or rebuilt with permits.</p>	OP#12 – Annual brochure	CRS Coordinator	Mailed every July and on display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			OP#10 – Door hangers	CRS Coordinator, Disaster Recovery staff	As needed	N/A
			OP#15 – “Our Town” Newsletter	Administration Department	Summer every year	N/A
			OP#23 – Faith based outreach	Emergency Management Coordinator	Once a year, as needed	Area churches
			OP#2 – Business cards	CRS Coordinator	Year round	Hilton Head Library
			OP#26 – E-subscription messages	Emergency Management Coordinator	As needed	N/A
			OP#27 –1 FEMA brochure – Flood Preparation and Safety	CRS Coordinator	On displays at Town Hall, library and Fire Rescue, handed out year round	FEMA, Hilton Head Library
			OP#21 – Flood Awareness Week	CRS Coordinator, Floodplain Manager	Every summer prior to hurricane season	N/A
			Island Packet Hurricane Guide	Island Packet Newspaper	June 1 every year	Island Packet Newspaper
			Newspaper articles on various hurricane, flood hazards and other topics such as sea turtle protection	Island Packet Newspaper	As needed	Island Packet Newspaper
			Magazine articles on various hurricane and habitat/wildlife protection topics	Hilton Head Monthly Magazine	At least once a year, as needed	Hilton Head Monthly Magazine
			Magazine articles on various hurricane preparedness topics	Celebrate Hilton Head (CH2)	Once a year, as needed	Celebrate Hilton Head (CH2)
			Town's website- wealth of information on this topic	CRS Coordinator, Emergency Management Coordinator, IT	Year round and as needed	N/A

				Department		
			Website- wealth of information on this topic	FEMA	Year round	FEMA
			Town's Twitter page	Emergency Management Coordinator	As needed	N/A
			Website- Hurricane and Emergency Preparedness	American Red Cross Palmetto SC Region	Year round	American Red Cross Palmetto SC Region
			Website- Hurricane and Emergency Preparedness	South Carolina Department of Health and Environmental Control <a href="http://www.scdhec.gov">www.scdhec.gov</a>	Year round	SCDHEC
			Newsletter	Port Royal POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Port Royal POA
			Palmetto Hall Reporter Newsletter	Palmetto Hall POA	Mailed out once a year, and as needed	Palmetto Hall POA
			Website – Disaster Evacuation & Recovery Guide	Palmetto Hall POA	Year round	Palmetto Hall POA
			Website-Disaster Evacuation & Recovery Guidelines	Shipyards POA	Year round	Shipyards POA
			Plantation Living Newsletter	Hilton Head Plantation POA	Mailed out once a year, e-mail blasted out once a year, and as needed	Hilton Head Plantation POA
			Website – Hurricane Preparedness Guide	Hilton Head Plantation POA	Year round	Hilton Head Plantation POA
			Hurricane Information Meeting with property owners	Hilton Head Plantation POA	Once a year and as needed	Hilton Head Plantation POA
			Website- information on this topic	Native Island Business and Community Affairs Association <a href="http://www.NIBCAA.org">www.NIBCAA.org</a>	Year round	NIBCAA
			Brochure- Flood Cleanup	International Code Council	On display at Town Hall year round	International Code Council
			4 Brochures – After the Flood, Filing Your Flood Insurance Claim, Flooding: Our Nation's Most Frequent and Costly Natural Disaster and Hurricane Season Flooding	CRS Coordinator	On display at Town Hall year round	<a href="http://www.FloodSmart.gov">www.FloodSmart.gov</a>
			Brochure - Citizens Guide to Emergency Preparedness	Emergency Management Coordinator	On display at Town Hall and Fire Rescue year round and handed out at events and with every presentation on a regular basis, on Town's website	Hilton Head Library, Deep Well



			2 Brochures – Citizens Guide to Flood Awareness and Emergency Permitting	CRS Coordinator, Community Development Department	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			OP#31 – Refrigerator magnets	Fire Marshall and Emergency Management Coordinator	Handed out at events, trainings and on display at Fire Rescue	N/A
			Website- Staying Safe in the Storm	Deborah Nettles with PECI www.palmetto.coop	Year round	Palmetto Electric Coop
2. V Zone Properties	<u>Topics 2, 3, 6 and 8.</u>	Increase in the number of flood insurance policies	OP#3 – Refrigerator Magnets	CRS Coordinator	Mailed once a year in the Spring to V Zone properties	N/A
		To have no injuries or fatalities related to a flooding event.	Sea turtle brochure	CRS Coordinator, Code Enforcement Division	Mailed once a year in the Spring to V Zone properties, Code Enforcement mails once a year to beachfront rental properties	N/A
		Decrease the number of rescues and reduce calls to 911 for non-life threatening emergencies.	OP#29 – Coastal Erosion Hazards brochure	CRS Coordinator	Mailed once a year in the Fall to V Zone properties	N/A
		Increase in protection of natural habitat and wildlife from rental community.	Sea Turtle Door Hangers	Code Enforcement Division	Placed on beachfront doors before Sea Turtle season once a year	N/A
		Reduction in number of flood losses.	Brochure – Why You Need Flood Insurance	FEMA	Mailed once a year in the Summer to V Zone properties	FEMA
		Keep the dunes intact so that they function as a protection against damage and destruction.				
		Help the Spanish population be aware of flood hazards, the importance of flood insurance, how to protect themselves and their property from flood events, disaster preparedness and recovery, etc.	OP#12 – Annual brochure in Spanish	CRS Coordinator	On display at Town Hall, Fire Rescue and the library year round and on website	Hilton Head Library
			Brochure - Citizens Guide to Emergency Preparedness in Spanish	Emergency Management Coordinator	On display at Town Hall, library and Fire Rescue year round and handed out at events, on Town's website	Hilton Head Library, Deep Well
			OP#27 – 2 FEMA brochures in Spanish (Flood Preparation and Safety and Why You Need Flood Insurance)	CRS Coordinator	On displays at Town Hall and Fire Rescue Headquarters, handed out year round	FEMA, Hilton Head Library
			Website-brochures on hurricane preparedness and flood insurance in Spanish	Beaufort County Emergency Management Division	Year round	Beaufort County Emergency Management Division
			Brochure – Hurricane Preparedness in Spanish	Beaufort County Emergency Management Division	On displays year round	Beaufort County Emergency Management Division



3. Hispanic Population	<u>All ten topics</u>		Brochure – 20 Questions to Ask Your Insurance Agent in Spanish	Beaufort County Emergency Management Division	On displays year round	Beaufort County Emergency Management Division
			Website – link to Beaufort County Emergency Management Division, with brochures on emergency preparedness and hurricane information in Spanish	Palmetto Breeze Transportation	Year round	Palmetto Breeze Transportation
			Brochure- Family Emergency Preparedness in Spanish	Community Development Department	On display at Town Hall year round	American Red Cross
			OP#31 – Refrigerator magnets in Spanish	Fire Marshall and Emergency Management Coordinator	Handed out at events and trainings	N/A
			Magazine articles on flood hazards, emergency preparedness and hurricane information	CRS Coordinator, Eric Esquivel-La Isla Magazine	Year round	La Isla Magazine
4. Rental Community	<u>Topics 2, 3, 4, 6, 7, 9 and 10.</u>  Messages: Renters should purchase flood insurance for their contents.  General flood safety such as turn around, don't drown, stay out of flooded waters, etc.  Store irreplaceable items and valuables in an area safe from flooding.  Protect habitat of critical wildlife and species.  Know your evacuation route. Develop a safety plan for your family in case of evacuation. Assemble a survival kit in advance that has items such as first-aid kit, bottled water, flashlights, batteries, etc.	Increase in the number of flood insurance policies for non-property owners.  Decrease the number of rescues and reduce calls to 911 for non-life threatening emergencies.  Less damage to contents due to flooding.  Increase in protection of natural habitat and wildlife from rental community.  More renters will have evacuation plans and be prepared for a disaster.  To have no injuries or fatalities related to a flooding or disastrous event.	OP#28 – Letter to property management companies	CRS Coordinator	Spring of every year	N/A
			OP#4 – Town Council special meeting on promoting flood insurance	CRS Coordinator	Spring of every year	Town Councilman
			OP#3 – Refrigerator Magnets	CRS Coordinator	Year round	Property Management Companies
			OP#2 – Business cards	CRS Coordinator	Given to rental properties Spring every year and on displays year round	Property Management Companies, Hilton Head Library
			Sea turtle brochure	Code Enforcement Division	Mailed once a year prior to Sea Turtle season	N/A
			Sea Turtle Door Hangers	Code Enforcement Division	Placed on beachfront doors once a year prior to Sea Turtle season	N/A
			OP#12 – Annual brochure	CRS Coordinator	Given to rental properties once a year and on displays year round	Property Management Companies, Hilton Head Library
			Vacation Rental News – Newsletter- flood insurance changes	Dru Brown with Beach Properties of Hilton Head	Once a year, as needed	Beach Properties of Hilton Head
			Brochure- The Loggerhead Sea Turtle	Coastal Discovery museum gives to Beach Properties of Hilton Head	Given to rental properties once a year	Beach Properties of Hilton Head, Coastal Discovery museum

	Know what processes are in place to inform you of a flood or hurricane warning.  Find out if it is safe to enter a building after a disaster or major flooding event.		Brochure- Contents Coverage	CRS Coordinator	Given to rental properties in the Fall every year and on displays year round	www.FloodSmart.gov
5. Repetitive Loss Areas	<u>Topics 1, 2, 4 and 5</u>	Increase the amount of flood insurance policies  Reduce the amount of repetitive flood loss properties and flood insurance claims.	OP#30 – Letter to properties in mapped repetitive loss areas	CRS Coordinator	Fall of every year	N/A
		Decrease the amount of structures below the BFE.  Increase the amount of inquiries to staff on retrofitting measures and other flood information.  Increase in number of structures being built in compliance with codes and regulations.	Brochure – Citizens Guide to Flood Awareness	CRS Coordinator	Included in letter sent once a year	N/A
6. Real Estate, Mortgage and Insurance Companies	<u>Topics 1 and 2.</u>	Increase in the number of map information inquiries.	OP#6 – Educational opportunities with area realtors	CRS Coordinator, Floodplain Manager, Kristin Hayrinen with Hub International	Big meeting in August and several throughout the year with individual real estate companies	Hub International, Area realtors and the Hilton Head Area Association of Realtors
		Increase in the number of people utilizing the website for flood information.	OP#8 – Real Estate Agents Brochure	CRS Coordinator	Given to Realtors to distribute year round	Area realtors and the Hilton Head Area Association of Realtors
		Increase in the number of people getting flood information assistance from Town staff as well as from real estate, mortgage and insurance companies.	CRS Brochure – Mandatory Purchase of Flood Insurance	CRS Coordinator	Given to Realtors to distribute year round	Area realtors and the Hilton Head Area Association of Realtors
			OP#27 – 2 FEMA brochures on flood insurance(Questions & Answers about Flood Insurance and Help Protect Your Customers New Home)	CRS Coordinator	Given to realtors at trainings year round	Area realtors and the Hilton Head Area Association of Realtors
		Increase in the number of flood insurance policies.	OP#20 – SmartVent training on elevation certificates and smart vents	CRS Coordinator, Paul Abrams	Once a year	Paul Abrams with SmartVent

			Brochure- Flood Insurance Increase	Floodplain Manager	Distributed year round	Area realtors and the Hilton Head Area Association of Realtors
7. Prospective Buyers	<u>Topic #1.</u> Know your flood hazard  Messages: Know what flood zone your potential property is located in. Know your flood zone before you buy. Be informed of your potential risk of flood and the hazards associated with it.	Increase in the number of inquiries from prospective buyers asking about the flood designation and flood hazards of a property.	OP#5- Post Elevation Certificates on website	CRS Coordinator, IT Department	Year round	N/A
			OP#9 – Promote NFIP Flood Smart website on the Town’s website	CRS Coordinator, IT Department	As needed	N/A
		Increase in the number of map information inquiries.	Flood Disclosure on Purchase Agreements	Area realtors	Year round	Area realtors
			Website- flood hazard and flood insurance topics	South Carolina Realtors (SCR) www.screaltors.org	Year round	South Carolina Realtors (SCR)
	<u>Topic #2.</u> Insure your property for your flood hazard  Messages: To purchase flood insurance talk to a local agent to get the best rate. Everyone should purchase flood insurance. Standard homeowner or commercial policies will not cover damage to structures or contents caused by flooding. You don’t have to hold a mortgage in order to purchase flood insurance.	Increase in the number of people utilizing the Town’s website for flood information.	OP#13 - Flood topics and flood insurance promotion in newsletters and on websites	CRS Coordinator	Year round	Area realtors and the Hilton Head Area Association of Realtors
			OP#8 – Real Estate Agents Brochure	CRS Coordinator	Given to Realtors to distribute year round	Area realtors and the Hilton Head Area Association of Realtors
		Increase in the number of people getting flood information assistance from Town staff and from realtors.	Website- flood hazard and flood insurance topics	National Association of Realtors www.realtor.org	Year round	National Association of Realtors
			Banks research potential property, if it’s in a flood hazard area, requires buyer sign flood hazard notice	Mortgage Lenders Association of Greater Hilton Head	Year round	Mortgage Lenders Association of Greater Hilton Head
8. Builders, Contractors, Architects, Surveyors and Landscapers	<u>Topics 1, 4, 5, 6, 8 and 10.</u>	Help the builders, contractors, architects and landscapers be more educated with flood hazards so they can assist their customers with knowing the flood hazards, obtain proper building permits, provide advice on retrofitting, protection of natural habitat, wildlife and dunes, decrease dumping and water pollution and have fewer violations.	OP#20 – SmartVent training on elevation certificates and smart vents	CRS Coordinator, Paul Abrams	Once a year	Paul Abrams with SmartVent
			OP#11 – Educational opportunities	CRS Coordinator, Floodplain Manager	Once a year and as needed	Local builders, contractors, architects, landscapers
			OP#16 – Annual home and garden show	CRS Coordinator, Floodplain Manager	March every year	Hilton Head Area Homebuilders Association
			Website- wealth of information on retrofitting, building permits, elevation certificates	CRS Coordinator, Floodplain Manager will give the information to post	Year round	Hilton Head Area Homebuilders Association
			OP#13 - Flood and hurricane information in newsletters and on websites	CRS Coordinator	Year round	Local builders, contractors, architects, landscapers
			OP#1 – No dumping signs	Stormwater Manager	Year round	N/A
			OP#18 – “no dumping, drains to waterways” discs	Stormwater Manager	Year round	Neighbors for Clean Water
			OP#29 – Coastal Erosion Hazards brochure	CRS Coordinator	On display year round	Hilton Head Library

			OP#21 – Flood Awareness Week	CRS Coordinator, Floodplain Manager	Every summer prior to hurricane season	N/A
9. Property Owners Associations	<u>All ten topics</u>	Educate the POA's and the Native Island POA's so that they can help distribute information to their property owners on being aware of flood hazards, the importance of flood insurance, how to protect themselves and their property from flood events, disaster preparedness and recovery, etc.	OP#7 – Educational presentations on flood hazards, flood awareness, and building responsibly	CRS Coordinator, Floodplain Manager	Once a year to each POA and neighborhood association, and as needed	Area POA's
			Presentations at POA meetings on hurricane preparedness and disaster recovery	Emergency Management Coordinator	Once a year to each POA	Area POA's
			OP#13 – Flood and hurricane information in POA Newsletters and on websites	CRS Coordinator	Year round	Area POA's
10. Private Sector Partners	<u>Topics 7, 9 and 10</u>	<p>To have no injuries or fatalities related to a flooding or disastrous event.</p> <p>More families will be prepared for a disaster.</p> <p>Reduction in number of rescues and reduced calls to 911 for non-life threatening emergencies.</p>	OP#24 – Meeting with private sector partners	Emergency Management Coordinator, CRS Coordinator, Engineering Division	Once a year in June and as needed	N/A

## FLOOD RESPONSE PREPARATION PROJECTS

Target Audience			Projects	Assignment	Schedule	Stakeholder
	<u>Topic #3.</u> Protect people from the hazard.  Messages: Don't enter a flooded building until it has been cleared by an inspector. After a flood, follow proper safety precautions before using your food, water supply and septic system.	To have no injuries or fatalities related to a flooding event.  Decrease the number of rescues and reduce calls to 911 for non-life threatening emergencies.  Maintain public health throughout the cleanup period after a flood event.	OP#10 – Door hangers	CRS Coordinator	Staff will distribute in the field after a flood event	N/A
			OP#26 – E-subscription messages	Emergency Management Coordinator	Released at first flood or hurricane notice and as needed during a storm	N/A
			Evacuation Door hangers (in Spanish also)	Emergency Management Coordinator	Staff will distribute in the field if an evacuation is ordered	
			Press Releases (TV, Radio, Twitter)	Emergency Management Coordinator	Released at first flood or hurricane notice and as needed during a storm	N/A
	<u>Topic #4.</u> Protect your property from the hazard.	Decrease the amount of	Town's website	Emergency Management Coordinator, IT Department	Released at first flood or hurricane notice and as needed during a storm	N/A

1. Entire Island	Messages: Mitigate or elevate your home to reduce future flood damage. Contact staff to find out if grant assistance is available.	structures below the BFE.  Increase the amount of inquiries to staff on retrofitting measures.  Fewer violation notices issued.  Increase in number of structures being built in compliance with codes and regulations.	Brochure- Citizen's Guide to Emergency Preparedness (in Spanish also)	Emergency Management Coordinator	Staff will distribute in the field after a flood event. It is also on website	N/A
			Brochures – Emergency Permitting, Homeowners Guide to Retrofitting, Build Back Safer and Stronger, Flood Cleanup, After the Flood, Filing Your Flood Insurance Claim (some in Spanish also)	CRS Coordinator, Community Development Department	Staff will distribute in the field after a flood event	N/A
	<u>Topic #5.</u> Build responsibly.  Messages: Get a permit from the Town before you build, retrofit or repair your home or business. Mitigate while you repair.  <u>Topic #10.</u> What happens after the storm?  Messages: Find out if it is safe to enter a building after a disaster or major flooding event. Get permits before you build back.	Increase in number of structures being repaired or rebuilt with permits.	Inspection Placards	Community Development Department	Staff will post on doors during damage assessment after a flood event	N/A



# **TOWN OF HILTON HEAD ISLAND**

## *Community Development Department*

**TO:** Stephen G. Riley, CM, *Town Manager*  
**VIA:** Charles Cousins, AICP, *Community Development Director*  
**FROM:** Jayme Lopko, AICP, *Senior Planner*  
**DATE:** July 21, 2015  
**SUBJECT:** Public Art Agreement

**Recommendation:** Adopt a resolution that the Town Council of the Town of Hilton Head Island authorizes the Mayor to execute and deliver a gift agreement with the Community Foundation of the Lowcountry (CFL) for the acquisition of the “Carocol” sculpture.

**Summary:** The Public Art Committee of the CFL held a Public Art Exhibition at Honey Horn from September 21, 2013 through December 31, 2013. During this exhibition, a jury selected one of the art pieces for CFL’s Public Art Fund to purchase and donate to the Town for placement on a location to be approved by Town Council. “Carocol”, a high gloss steel pipe sculpture in the shape of a coil was selected by the jury and announced during a ceremony held on November 13, 2013. The Public Art Committee requested that “Carocol” be placed within the new Shelter Cove Community Park.

**Background:** The Community Foundation of the Lowcountry created a Public Art Fund for the purpose of funding and acquiring public art and outdoor sculpture to be placed in the public realm on Hilton Head Island.

Since 2010, Town Council has continued to give financial support each year to the biennial Public Art Exhibition held at Honey Horn. During each exhibition a jury is formed by the Public Art Committee of the CFL to select the winning piece from the exhibition for purchase by the CFL’s Public Art Fund. The selected piece is then donated to the Town for installation at an approved location.

The jury for the 2013 Public Art Exhibition chose “Carocol” as the winning piece of the exhibition. “Carocol” was purchased by the Public Art Fund and slated for installation within the new Shelter Cove Community Park when it was completed.

The ownership of the land for Shelter Cove Community Park was not certain when design for placement of the piece was being done so the CFL asked Blanchard and Calhoun to install “Carocol” with the cost of such installation to be assumed by the Town. Blanchard and Calhoun in conjunction with the CFL and Town staff installed the piece in July 2015.

Town Council adopted the Fiscal Year 2015 budget, including the Capital Improvement Program (CIP), which included funding for the installation and maintenance of public art. This funding was rolled over into the Fiscal Year 2016 to be used for the placement of “Carocol”.

**A RESOLUTION OF THE TOWN OF HILTON HEAD ISLAND, SOUTH  
CAROLINA, AUTHORIZING THE EXECUTION OF A GIFT AGREEMENT  
WITH THE COMMUNITY FOUNDATION OF THE LOWCOUNTRY FOR THE  
ACQUISITION OF THE “CAROCOL” SCULPTURE.**

**WHEREAS**, the Community Foundation of the Lowcountry (hereinafter called “Foundation”) created a Public Art Fund for the purpose of funding and acquiring public art and outdoor sculpture to be placed in the public realm on Hilton Head Island (hereinafter called (“Town”)), and;

**WHEREAS**, the Town acknowledges the value of public art and has committed to support art in the public realm, and;

**WHEREAS**, on June 19, 2012, the Town approved funding for the Foundation’s 2013 Public Art Exhibition, and;

**WHEREAS**, the Foundation held a Public Art Exhibition from September 21, 2013 through December 31, 2013 in order to raise awareness of public art, and;

**WHEREAS**, on November 13, 2013, the Foundation’s Public Art Committee announced “Carocol” as the winning sculpture in the 2013 Public Art Exhibition, and;

**WHEREAS**, the Fiscal Year 2015 budget was adopted including the Capital Improvement Program, where money for the cost of the installation and maintenance of the selected sculpture was identified, and;

**WHEREAS**, the monies identified in the Fiscal Year 2015 budget were rolled forward into the Fiscal Year 2016 budget for the cost of the installation of the selected sculpture, and;

**NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT:**

1. The Mayor and Town Manager are hereby authorized to execute and deliver a gift agreement with the Community Foundation of the Lowcountry for the acquisition of the “Carocol” sculpture, a copy of which is attached hereto.

2. The Mayor and Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the actions authorized hereby.



**MOVED, APPROVED, AND ADOPTED BY TOWN COUNCIL THIS \_\_\_\_  
DAY OF \_\_\_\_\_, 2015.**

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**David Bennett, Mayor**

**Attest:**

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

**APPROVED AS TO FORM:**

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**Gregory M. Alford, Town Attorney**

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



suitable base for the Artwork prior to delivery, lighting, and delivery and installation of the Artwork.

**4. Maintenance, Repairs, and Restoration.** The Town will not intentionally destroy, damage, alter, modify, or change the Artwork in any material way. The Town shall be responsible for the periodic maintenance of the Artwork. The periodic maintenance shall include the cleaning of the Artwork, as described in Exhibit B, and otherwise keeping the Artwork in good condition and repair.

**5. Insurance.** The Town shall be responsible for maintaining property insurance on the full value of the Artwork. The Town and the Foundation agree that the current value of the Artwork is Seventy-Five Thousand dollars (\$75,000.00). In the event of loss or damage, the insurance proceeds shall be used to repair, restore, or replace the Artwork. If after such loss or damage the Town determines that the loss or damage is so material and substantial as to require abandonment of the Artwork rather than repair, restoration, or replacement, then the insurance proceeds shall be paid to the Foundation, less any costs paid by the Town for prior maintenance, repairs, restoration and the cost of insurance of the Artwork.

**6. Right of Repurchase.** In the event the Town determines that it is unable or unwilling to continue to maintain, repair, or restore the Artwork, or if the Town decides to no longer publicly display the Artwork, the Town shall offer the Foundation the right to repurchase the Artwork for the sum of One dollar (\$1.00).

**7. Miscellaneous.**

(a) This Agreement constitutes the entire understanding between the parties. Its terms may be amended only by an instrument in writing signed by both parties.

(b) It is intended that each paragraph and subparagraph of this Agreement shall be viewed as separate and divisible; and in the event that any paragraph or subparagraph shall be held to be invalid or unenforceable, the remaining paragraphs and subparagraphs shall continue to be in full force and effect.

(c) This Agreement constitutes an enforceable legal obligation and is binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.

(d) This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**WITNESSES:**

**COMMUNITY FOUNDATION OF THE  
LOWCOUNTRY, INC.**

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**TOWN OF HILTON HEAD ISLAND**

\_\_\_\_\_

**By:** \_\_\_\_\_  
**David Bennett**

\_\_\_\_\_

**Its: Mayor**

**EXHIBIT A**

**AGREEMENT FOR THE PROVISION OF PUBLIC ART**

## AGREEMENT FOR THE PROVISION OF PUBLIC ART

This agreement for the provision of public art (hereinafter "Agreement"), entered into on the dates indicated below, by and between the Community Foundation of the Lowcountry and John Clement 36 Eckford St, #1b, Brooklyn, NY 11222

### *WITNESSETH THAT:*

WHEREAS, the provision of art in public places, whether in the form of freestanding pieces such as sculptures or memorials, architectural embellishments, or other forms incorporated into areas accessible to the public, is an essential component of any great town and makes that town more interesting and vibrant for its residents and visitors; and

WHEREAS, the Community Foundation of the Lowcountry and the Town of Hilton Head Island desire to facilitate the provision of art in a public place; and

WHEREAS, the Community Foundation of the Lowcountry and its assigned jury has selected the Artist to participate in the 2013 Public Art Exhibition on Hilton Head Island.

WHEREAS, the Artist is qualified and able to make available the piece "Carocol" for purchase, and is willing to accept the commission as described in this Agreement; and

WHEREAS, the Community Foundation of the Lowcountry agrees to donate to the Town of Hilton Head Island such work of art;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the Community Foundation of the Lowcountry and the Artist hereby agree as follows:

### **Part I. Term and Termination**

- 1.01 This Agreement shall not become effective until signed by all parties.
- 1.02 This Agreement shall terminate upon the issuance of a written notice of acceptance by the Community Foundation of the Lowcountry unless earlier terminated as provided herein.
- 1.03 If the Artist fails to fulfill any of his obligations under this Agreement in a timely or proper manner, or if the Artist violate any of the covenants, agreements, or stipulations of this Agreement, the Community Foundation of the Lowcountry thereupon shall have the right to terminate this Agreement by giving the Artist written notice of termination at least ten (10) days before the effective date of termination. The termination date and reasons for the termination shall be stated in the notice.

### **Part II. Engagement of the Artist; Designation of the Artwork**

- 2.01 Subject to the terms and conditions of this Agreement, the Community Foundation of the Lowcountry engages the Artist, and the Artist agrees to be so engaged, to make available for purchase the Artwork (collectively, hereinafter "the Work") as described in "Exhibit A", attached hereto and incorporated herein by reference.

### **Part III. Installation of the Artwork**

- 3.01 The Artwork shall be installed and incorporated into a public site within the Town of Hilton Head Island. The Artist shall provide to the Community Foundation of the Lowcountry a written description of the manner in which the Artwork shall be installed, including a statement of details addressing any preparatory work which must be performed to prepare the site prior to installation.
- 3.02 The Artist, the Community Foundation of the Lowcountry and the Town of Hilton Head Island shall consult and agree to the date and time for delivery of the Artwork to the site to be executed by the Town of Hilton Head Island and/or its assigns.

### **Part IV. Final Acceptance; Title of the Artwork to Vest in the Town of Hilton Head Island**

- 4.01 Upon installation of the Artwork to the Artist's satisfaction, the Community Foundation of the Lowcountry shall inspect the work and present the Artist with a detailed listing of any observed flaws. When the Community Foundation of the Lowcountry is satisfied with the Work, it shall provide written notice to the Artist of his final acceptance of the Work, which notice shall state that the Work has been completed and the Artwork has been installed as agreed to by the parties and to the satisfaction of the Community Foundation of the Lowcountry.
- 4.02 Upon final acceptance, title to the Artwork shall pass from the Artist to, and vest in, the Community Foundation of the Lowcountry. Thereafter, the Community Foundation of the Lowcountry shall retain any written documentation regarding the Artwork, and shall have, for maintenance and historical documentation purposes only, the right to a copy of all drawings, sketches and designs of the Artwork produced prior to final acceptance of the Work.
- 4.03 Upon final acceptance, the Artist or assigns, shall be available for a public dedication of the Artwork; the Community Foundation of the Lowcountry and the Artist shall provide appropriate, on-site signage direction to identify the Artwork by the Artist's name, the year of fabrication, and other information deemed appropriate by the Community Foundation of the Lowcountry.

### **Part V. Compensation**

- 5.01 The Community Foundation of the Lowcountry shall pay to the Artist for the Artwork as provided in this Part of the Agreement; however, in no event shall the Artist be paid an amount in excess of the sum of Forty Thousand dollars (\$40,000). This amount shall constitute full and complete compensation for the Artist's Artwork.
- 5.02 Payments shall be made to the Artist upon his submission of detailed bill of sale
  - a. Upon installation of the Artwork and final acceptance by the Community Foundation of the Lowcountry under Part IV of this Agreement, the Community Foundation of the Lowcountry shall pay the Artist an amount not to exceed Fourth thousand (in sum) Dollars (\$40,000).

### **Part VI. Warranty; Indemnification; and, Release**

- 6.01 The Artist represents and warrant to the Community Foundation of the Lowcountry that:



- a. He is the sole creators of the Artwork, that the Artist has full power and authority to make this Agreement;
- b. the Artwork does not infringe upon any copyright or violate any property right or other rights; and,
- c. no lien or encumbrance exists against the Artwork and that following the transfer of title to the Artwork to the Community Foundation of the Lowcountry, no individual or entity will have any right or interest in the Artwork that is prior or superior to the Community Foundation of the Lowcountry's right and interest.

The Artist further represents and warrants that the Artwork, as fabricated and installed, will be structurally sound and free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. These warranties shall be in effect for a period of one (1) year after final acceptance of the Artwork under Part IV of this Agreement and transfer of ownership to the Community Foundation of the Lowcountry.

- 6.02 The Artist agrees to defend, indemnify, and hold harmless the Community Foundation of the Lowcountry, and its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against such parties for or on account of any matter arising from performance of the Work performed by the Artist pursuant to this Agreement.

## **Part VII. Insurance**

- 7.01 As part of the Public Art Exhibition on Hilton Head Island, the Community Foundation of the Lowcountry has procured and maintained comprehensive general liability insurance as will protect the Community Foundation of the Lowcountry and the Artist, and each of his respective officers, agents, employees and subcontractors performing any of the Work covered by this Agreement, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations or work under this Agreement, whether such operations or work be by the Community Foundation of the Lowcountry or the Artist, or any of his respective officers, agents, employees and subcontractors performing any of the Work. The amounts of insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit for any one occurrence covering both body injury and property damage, including accidental death.
- 7.02 The insurance policy or policies procured as required by Section 7.01 name the Community Foundation of the Lowcountry as an additional insured party.

## **Part VIII. Copyright and Reproduction Rights**

- 8.01 The Artist expressly reserve every right available to the Artist under the Federal Copyright Act and other applicable statutes to control the making or dissemination of copies or reproductions of the Artwork, except the rights which are limited by this Agreement.
- 8.02 The Community Foundation of the Lowcountry retains the right to publish and distribute photographs, drawings or other forms of reproductions of the Artwork as installed and formally accepted by the Community Foundation of the Lowcountry, for reference, promotional,

educational and scholarly purposes. The Community Foundation of the Lowcountry agrees to make no commercial use of the Artwork without the Artist's written consent. If such consent is obtained from the Artist, all reproductions of the Artwork by the Community Foundation of the Lowcountry shall contain a credit to the Artist that states the Artist's name, year of creation, and the name of the Community Foundation of the Lowcountry.

#### **Part IX. Maintenance, Repair, and Restoration**

- 9.01 If, within the time period specified in Section 6.01 of this Agreement, the Artwork exhibits any structural or cosmetic defect or flaw in violation of the Artist's warranty, the Artist shall repair the Artwork or replace any defective component of the Artwork at no cost to the Community Foundation of the Lowcountry. All repairs or cures to defects shall be consistent with professional conservation standards.

#### **Part X. General Provisions**

- 10.01 Independent Contractor. The parties agree that the Artist is an independent contractor as that term is commonly used and are not employees of the Community Foundation of the Lowcountry. As such, the Artist is solely responsible for all taxes and none shall be withheld from the sums paid to him or her. The Artist acknowledges that he is not insured in any manner by the Community Foundation of the Lowcountry for any loss of any kind whatsoever. The Artist has no authority, express or implied, to bind or obligate the Community Foundation of the Lowcountry in any way.
- 10.02 Notices. All notices, requests and other communications that a party is required or elects to deliver pursuant to this Agreement shall be in writing and shall be delivered personally or by facsimile or electronic mail (with confirmation), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party or parties at its or his address set forth below:
- if to the Community Foundation of the Lowcountry:  
4 Northridge Drive, Suite A  
Hilton Head Island, SC 29926
- if to the Artist:  
John Clement  
36 Eckford St #1b,  
Brooklyn, NY 11222
- 10.03 Governing Law. This Agreement shall be construed in accordance with the laws of the State of South Carolina, and by all applicable municipal ordinances or codes of the Town of Hilton Head Island and of Beaufort County. Suit, if any, shall be brought in Beaufort County, South Carolina.
- 10.04 Waiver. The delay or inaction of any party in the pursuit of such party's remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of that party's rights or remedies.
- 10.05 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this

Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

- 10.06 Non-discrimination. The Artist, and any person or firm engaged by the Artist to perform any of the Work pursuant to this Agreement, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 10.07 Conflict of Interest. The Artist certifies and warrants to the Community Foundation of the Lowcountry that neither he, nor any of his agents, representatives or employees who will participate in the performance of any part of the Work pursuant to this Agreement has or will have any conflict of interest, direct or indirect, with the Community Foundation of the Lowcountry.
- 10.08 Force Majeure. In the event that any party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other parties and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, any party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 10.09 Successors and Assigns. The parties bind themselves and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement; except as otherwise provided herein, Artist shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Community Foundation of the Lowcountry. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Community Foundation of the Lowcountry.
- 10.10 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Community Foundation of the Lowcountry and the Artist, with respect to the subject matter of this Agreement. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the Community Foundation of the Lowcountry or Artist that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by all parties.
- 10.11 Survival. The following provisions of this Agreement shall survive and be in full force and effect after the termination of this Agreement, for whatever cause: Parts VI, VIII, IX, X, XI and XII.

IN WITNESS WHEREOF, the Community Foundation of the Lowcountry and the Artist hereby enter into this Agreement as of the dates indicated below:

\_\_\_\_ ("Community Foundation of the Lowcountry")

By: Denise K. Spencer  
Signature

Date: 11/30/13

Printed: DENISE K. SPENCER

Title: PRESIDENT & CEO

John Chy ("Artist")

Signature: \_\_\_\_\_

Date: 11/30/13

APPROVED AS TO FORM AND LEGALITY:

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

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Description and Maintenance of the Artwork

Carocol, by artist John Clement. 8" Steel Pipe, 108" x 114" x 96", patina.

**Recommended Maintenance:**

Routine washing (soap and water) to eliminate dust and grime build up.

Repaint every 3 years or as needed due to vandalism (see submitted repaint guidelines and procedures ).



## **EXHIBIT B**

### **DESCRIPTION AND MAINTENANCE OF THE ARTWORK**



## EXHIBIT B

### Description and Maintenance of the Artwork

"Carocol" is an abstract work, with its bright palette, is intended to play with lightness and imply movement. The open space created by the coil form frames the surrounding environment, offering what the artist calls "a perspective of the landscape not seen before."

#### Recommended Maintenance:

1. Routine washing with soap and water to eliminate dust and grime build up.
2. Repaint every 3 years or as needed due to vandalism.

*If the need to repaint arises this is the preferred procedure:*

- Lightly sand the damaged area with 100 grit sand paper (be sure not to go down to bare metal if possible).
- The sanded area can be touched up with a brush (1" china bristle) or a 3/16" nap roller (3" long is all that is needed).
- After this procedure the touched up area should blend in with rest of the work upon drying.





**EXHIBIT C**

**LOCATION OF PUBLIC ART IN SHELTER COVE COMMUNITY PARK**

**EXHIBIT C**  
**Location of Public Art in Shelter Cove Community Park**

The sculpture is located on Town owned land in the new Shelter Cove Community Park. The specific location was determined by the Town of Hilton Head Island in conjunction with the Community Foundation of the Lowcountry's Public Art Committee.



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](http://cf-lowcountry.org)

July 14, 2015

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

Dear Mayor Bennett,

With the completion of Shelter Cove Community Park, "Carocol," is ready for installation.

"Carocol," a large scale sculpture by artist John Clement, was purchased by the Public Art Fund of Community Foundation of the Lowcountry after our 2013 Public Art Exhibition on Hilton Head Island. As we awaited the completion of the park, the sculpture remained at Coastal Discovery Museum. However, we're very excited to now be able to install it in such a vibrant location.

Therefore, we now request that at their August 4, 2015 meeting, Town Council accept "Carocol" into the Town's public art collection.

Thank you for your support of public art.

Sincerely,

Jean M. Heyduck  
Vice President for Marketing and Communications



# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri B. Lewis, AICP, *LMO Official*  
**FROM:** Heather L. Colin, AICP, *Development Review Administrator*  
**CC:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** July 16, 2015  
**SUBJECT:** ZA-1190-2015 – Shelter Cove Towne Centre Apartments  
Proposed Ordinance No. 2015-18

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### **Recommendation:**

The Planning Commission met on July 15, 2015 to review the attached application for Zoning Map Amendment (ZA-1190-2015) and after a public hearing voted 6-0-0 to recommend that Town Council approve the proposed application for rezoning. Commissioner Caroline McVitty, Commissioner Todd Theodore, and Commissioner Bryan Hughes were not present.

### **Summary:**

Victor J. Mills on behalf of Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC has submitted a request to amend the Palmetto Dunes Resort Master Plan to shift and reallocate the multi-family density and allow for flexibility in assigning density in the following manner:

- Change the number of multi-family dwelling units (apartments) on the Multi-family Site #1 from 210 to 120-150;
- Increase the number of multi-family dwelling units (apartments) on the Multi-family Site #2 from 0 permitted to a range of 80-120;
- The aggregate total of dwelling units for both properties would not exceed 240 units; and
- No other changes to the Master Plan land use designations and associated densities for the properties.

### **Background:**

On **November 19, 2014** Town Council approved an Amended and Restated Development Agreement between Shelter Cove Towne Centre, LLC and Town of Hilton Head Island for the redevelopment of the Mall at Shelter Cove, now known as Shelter Cove Towne Centre.

On **June 9, 2015** Town Council approved the initiation of an application to be submitted by Shelter Cove Towne Centre to submit a Zoning Map Amendment application for Town owned property located further along Shelter Cove Lane. This would begin the public process for consideration of a plan that would involve a land swap and reconfiguration of the apartments.

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

**ORDINANCE NO. 2015-**

**PROPOSED ORDINANCE NO. 2015-18**

**AN ORDINANCE TO AMEND TITLE 16, THE LAND MANAGEMENT ORDINANCE, OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-1-107, THE OFFICIAL ZONING MAP AND THE PALMETTO DUNES RESORT MASTER PLAN WITH RESPECT TO THE CERTAIN PARCELS IDENTIFIED AS PARCEL 7, ON BEAUFORT COUNTY TAX MAP #12C, AND AN APPROXIMATELY 4.4 ACRE PORTION OF PARCEL 2 ON BEAUFORT COUNTY TAX MAP #12C, WITHIN THE PALMETTO DUNES RESORT MASTER PLAN UNDER THE PD-1 PLANNED DEVELOPMENT MIXED USE DISTRICT, TO AMEND THE ASSOCIATED USES AND DENSITIES FOR PARCEL 7, TAX MAP #12C TO COMMUNITY PARK AND 120-150 MULTI-FAMILY DWELLING UNITS; AND THE PORTION OF PARCEL 2, TAX MAP #12C TO 80-120 MULTI-FAMILY DWELLING UNITS AND COMMUNITY PARK; PROVIDED THE AGGREGATE TOTAL OF MULTI-FAMILY UNITS DOES NOT EXCEED 240 TOTAL AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on May 7, 1986, the Town of Hilton Head Island granted Preliminary Plan Approval to an update of the Palmetto Dunes Resort Master Plan; and

**WHEREAS**, on October 7, 2014, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a new Land Management Ordinance (the "LMO"); and

**WHEREAS**, section 16-3-105.K of the Land Management Ordinance incorporates the Palmetto Dunes Resort Master Plan and associated text as a Town-approved master plan under the PD-1 Planned Development Mixed Use District; and

**WHEREAS**, on October 16, 2012, Town Council approved a Zoning Map Amendment to facilitate the redevelopment of the Mall at Shelter Cove; and

**WHEREAS**, on October 16, 2012, Town Council approved a Development Agreement to facilitate the redevelopment of the Mall at Shelter Cove; and

**WHEREAS**, on November 19, 2014, Town Council approved a Zoning Map Amendment to further facilitate the redevelopment of the Mall at Shelter Cove by amending the associated multi-family density; and

**WHEREAS**, on November 19, 2014, Town Council approved an Amended and Restated Development Agreement to further facilitate the redevelopment of the Mall at Shelter Cove; and

**WHEREAS**, on June 9, 2015, Town Council authorized Shelter Cove Towne Centre to submit a Zoning Map Amendment application to request approval of a shift and reallocation of multi-family dwelling units;

**WHEREAS**, the Planning Commission is authorized by the LMO to hold a public hearing on said Zoning Map Amendment application, and the Planning Commission held a public

hearing on July 15, 2015, at which time a presentation was made by staff and an opportunity was given for the public to comment on the rezoning request;

**WHEREAS**, the Planning Commission, after consideration of the staff report, public comments, and the criteria set forth in Section 16-2-103.C of the LMO, voted 6-0 to recommend to Town Council that the rezoning request be approved, finding that the application is consistent with the Comprehensive Plan and serves to carry out the purposes of the Land Management Ordinance; and

**WHEREAS**, after due consideration of said Zoning Map Amendment application and the recommendation of the Planning Commission, the Town Council, upon further review, finds it is in the public interest to approve the proposed application.

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

**Section 1. Amendment.** That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-1-107 of the LMO, and the Palmetto Dunes Resort Master Plan and associated text, referred to in Section 16-3-105.K of the Land Management Ordinance, be hereby amended to modify the use designations and associated density of that certain 4.97 acre parcel identified as Parcel 7 on Beaufort County Tax Map 12C, to 120-150 multi-family dwelling units, and community park; and that approximately 4.4 acre portion of the parcel identified as Parcel 2 on Beaufort County Tax Map 12C to 80-120 multi-family dwelling units and community park; provided that the aggregate total of multi-family units does not exceed 240 total. The attached Concept Plan shows the location of the subject properties.

**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 its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

\_\_\_\_\_  
David G. Bennett, Mayor

ATTEST:

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Victoria L. Pfannenschmidt, Town Clerk

Public Hearing: July 15, 2015

First Reading: August 4, 2015

Second Reading:

Approved as to form:

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Gregory M. Alford, Town Attorney

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









## TOWN OF HILTON HEAD ISLAND COMMUNITY DEVELOPMENT DEPARTMENT

One Town Center Court

Hilton Head Island, SC 29928

843-341-4757

### STAFF REPORT ZONING MAP AMENDMENT

Application #:	Name of Project or Development:	Public Hearing Date:
<b>ZA-001190-2015</b>	Shelter Cove Towne Centre Apartments (Mall at Shelter Cove)	July 15, 2015

Parcel Data or Location:		Applicant/Agent
District R520, Parcel 7, Tax Map 12C Multifamily Site #1  4.97 Acres	District R520, Parcel 2, Tax Map 12C (portion of) Multifamily Site #2  Approximately 4.4 Acres	
<u>Existing and Proposed Zoning District</u> PD-1; Palmetto Dunes Resort Master Plan (no change)  <u>Existing Master Plan Land Use Designations</u> Multifamily Residential and Community Park  <u>Proposed Master Plan Land Use Designations</u> Multifamily Residential and Community Park  <u>Applicable Overlay District</u> Corridor Overlay  <u>Existing Density</u> Maximum of 210 dwelling units; (not to exceed 240 for the entire development site)  <u>Proposed Density</u> <b>A range of Multifamily dwelling units from 120-150(provided that there will be no more than</b>	<u>Existing and Proposed Zoning District</u> PD-1; Palmetto Dunes Resort Master Plan (no change)  <u>Existing Master Plan Land Use Designation</u> Community Park  <u>Proposed Master Plan Land Use Designations</u> Community Park and Multifamily Residential  <u>Applicable Overlay District</u> Corridor Overlay  <u>Existing Density</u> 0 dwelling units  <u>Proposed Density</u> <b>A range of Multifamily dwelling units from 80-120 (provided that there will be no</b>	Victor J. Mills on behalf of Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC

<b>240 total Multifamily units on both properties in this request)</b>	<b>more than 240 total Multifamily units on both properties in this request)</b>	
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#### **Application Summary:**

Victor J. Mills on behalf of Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC has submitted a request to amend the Palmetto Dunes Resort Master Plan to reallocate the multifamily density and allow for flexibility in assigning density in the following manner:

- change the number of multifamily dwelling units (apartments) on the Multifamily Site #1 of the development (120 to 150);
- increase the number of multifamily dwelling units (apartments) on the Multifamily Site #2 from 0 permitted units to a range of (80 to 120)
- the aggregate total of dwelling units for both properties would not exceed 240 units; and
- no other changes to the Master Plan land use designations and associated densities for the properties.

#### **Planning Commission Action:**

Staff recommends that the Planning Commission review the application and staff report, hold a public hearing on the application, and make a recommendation for action on the application to Town Council for their review and decision.

#### **Other Related Commission or Committee Recommendations and Background:**

- On **December 21, 2010** Town Council approved by resolution, 'Shelter Cove Mall Redevelopment: Conceptual Plan Direction and Town's Role' as a High Priority Target for Action.
- On **December 20, 2011** Town Council approved by resolution, 'Shelter Cove Area Redevelopment: Determine Town's Role, and Approve a Plan' as a Top Priority Target for Action.
- On **October 16, 2012** Town Council approved a Development Agreement between Shelter Cove Towne Centre, LLC and the Town of Hilton Head Island for the redevelopment of the Mall at Shelter Cove, now known as Shelter Cove Towne Centre that includes commercial uses, multifamily residential (apartments), and a relocated waterfront Community Park.
- On **July 29, 2014** Town Council held a workshop to discuss the proposed changes associated with the project in a public setting. No action was taken; the massing of the buildings and associated parking were discussed and indicated as areas of concern.
- On **November 19, 2014** Town Council approved a rezoning request to increase the overall multifamily dwelling units from 210-240 and to allow for flexibility in the location of the units.
- On **November 19, 2014** Town Council approved an Amended and Restated Development Agreement between Shelter Cove Towne Centre, LLC and the Town of Hilton Head Island for the redevelopment of the Mall at Shelter Cove, now known as

Shelter Cove Towne Centre that included changes related to the subsequent rezoning and included potential future parking improvements.

#### **Background:**

On October 16, 2012, Town Council approved both a Development Agreement as well as an amendment to the Palmetto Dunes Resort Master Plan. The Development Agreement included specific information related to the redevelopment project, including a conceptual site plan. The Master Plan land use designations for the properties were:

Property One:

- **295,000** square feet of Commercial uses excluding uses restricted by LMO 16-4-209, but permitting liquor stores and gas sales, Community Park, and **76 Multifamily dwelling units**.

Property Two:

- Community Park and **134 Multifamily dwelling units** (on a portion of the Town owned parcel, a portion of the current Shelter Cove Community Park).

On November 19, 2014, Town Council approved both a Development Agreement as well as an amendment to the Palmetto Dunes Resort Master Plan. The Development Agreement includes specific information related to the redevelopment project, including a conceptual site plan. The current Master Plan land use designations for the properties are:

Property One:

- **295,000** square feet of Commercial uses excluding uses restricted by LMO 16-4-209 (LMO 13-3-105.K.3), but permitting liquor stores and gas sales, Community Park, and **up to 50 Multifamily dwelling units**.

Property Two:

- Community Park and **up to 210 Multifamily dwelling units; provided the aggregate total doesn't exceed 240 units** (previous Shelter Cove Community Park).

Since the commencement of the commercial portion of the project and the opening of the new relocated Waterfront Community Park, the discussions began to consider shifting the location of the apartments from adjacent to the Newport Community to further along Shelter Cove Lane.

The proposed changes will require modifications to the Development Agreement. In order to facilitate the relocation, Town Council will have to approve the land swap. Town Council will hold two public hearings on the requested modifications in the Development Agreement that are associated with this request, which will be held at the same time as 1<sup>st</sup> and 2<sup>nd</sup> Readings for this Zoning Map Amendment.

#### **Applicant's Grounds for ZMA, Summary of Facts and Conclusions of Law:**

As stated in the Application, "The purpose of the requested rezoning is to lessen the footprint of the New Multi-Family Parcel and to decrease the mass associated with the Multi-Family structure to be constructed thereon, and also to allow for the increase in size of the Community Park Parcel by adding thereto, at the discretion of the Town, the proposed

Community Park Expansion or Greenspace, all as shown on the Concept Plan. If the rezoning request is granted, the synergy created by separating the multi-family activities from the Community Park will result in a more well-organized configuration that provides for a more identifiable separation of the type of activities conducted on the Community Park Parcel used for leisure and recreation by the public and the residential multi-family units which will be used by residents of the community. This separation will provide: (i) the opportunity and convenience to the residents of the multi-family units to be able to work and spend their leisure time within a comfortable walking distance from their residences, (ii) to provide greater Community Park space for the public, and (iii) to provide further separation and privacy to the individuals residing at Newport.”

#### **Summary of Facts and Conclusions of Law:**

##### **Findings of Facts:**

- LMO 16-2-102.E.1 requires that, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing or a meeting specially called for that purpose by such body. The LMO Official scheduled the public hearing on the application for the July 15, 2015 Planning Commission meeting, which is a regularly scheduled meeting of the commission.
- LMO 16-2-102.E.2 requires the LMO Official to publish a notice of the public hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date. Notice of the July 15, 2015 public hearing was published in the Island Packet on June 28, 2015.
- LMO 16-2-102.E.2 requires the applicant to mail a notice of the public hearing by first-class mail to the owner(s) of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the July 15, 2015 hearing date. The applicant mailed notices of the public hearing by first-class mail to the owner(s) of the land subject to the application and owners of record of properties within 350 feet of the subject land on June 25, 2015.
- LMO Appendix D.1.A requires the applicant to submit a copy of correspondence illustrating that the applicant has solicited written comments from the appropriate property owners’ association regarding the requested amendment. Such correspondence shall encourage the association to direct any comments in writing to the LMO Official and the applicant within 14 calendar days of receipt of the notification. The applicant mailed these notices on June 25, 2015.
- LMO 16-2-102.E.2 requires the LMO Official to post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one such notice being visible from each public thoroughfare that abuts the subject land. The LMO Official posted on June 29, 2015 conspicuous notice of the public hearing on the land subject to the application, with two notices being visible from the public thoroughfare that abuts the subject land.

##### **Conclusions of Law:**

- The Official scheduled the public hearing on the application for the July 15, 2015 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
- Notice of the public hearing was published 17 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
- The applicant mailed notices of the public hearing to the owner(s) of the land subject

- to the application and owners of record of properties within 350 feet of the subject land 20 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2
- The applicant mailed a notice regarding the requested amendment to the Palmetto Dunes Resort Property Owners' Association, Newport POA, and Shelter Cove Harbor Community 20 calendar days before the hearing date, in compliance with LMO Appendix D.1.A.
  - The LMO Official posted conspicuous notice of the public hearing on the land subject to the application 17 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

*As set forth in Section 16-2-103.C.3, Zoning Map Amendment Review Criteria, the Commission shall consider and make findings on the following matters regarding the proposed amendment.*

Summary of Facts and Conclusions of Law:
<p><i>Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO 16-2-103.C.3.a.i):</i></p> <p><b>Findings of Facts:</b> The adopted Comprehensive Plan addresses this project in the following areas:</p> <p><b><u>Housing Element</u></b></p> <p><b>Implications for the Comprehensive Plan 5.1 – Housing Units and Tenure</b> Although, an increase in the total number of housing units contributes to the economic tax base for the Town, it is important that both the quantity as well as quality of the housing stock is maintained to sustain current and future population and overall property values. As the amount of available land declines for new development, it will be very important to maintain a high quality housing stock on residential properties. In addition, the availability of various housing types is important for the housing market viability to accommodate the diverse needs of the Island's population.</p> <p><b><u>Community Facilities Element</u></b></p> <p><b>Implications for the Comprehensive 6.4 – Town Acquired Property</b> As the number of Town-owned properties continues to increase careful consideration of future utility is important to long range planning efforts.</p> <p><b>Goal 6.1 – Build-out</b> A. The goal is to provide innovative and visionary initiatives that mitigate challenges of growth and redevelopment while making available higher levels of service for community facilities in a fiscally responsible manner.</p> <p><b>Goal 6.4 – Town Acquired Property</b> B. The goal is to assess the utility and character of Town acquired property.</p>

## **Land Use Element**

### **Implications for the Comprehensive 8.2 – Town Acquired Property**

Building permit data is indicative of several factors, one being the state of the economy as well as current building needs and growth in both residential and commercial types. The data indicates that there is currently a downward trend in the number of building permits issued by the Town. Redevelopment of our existing built environment and infill development should be a focus for the future development of our community, while the Town has entered a more mature level of development.

### **Goal 8.11 – Six Land Use Goals in Town Plan**

4. Promote quality infill development and use redevelopment opportunities to promote more pedestrian friendly retail environments.

### **Goal 8.1 – Existing Land Use**

A. The goal is to have an appropriate mix of land uses to meet the needs of existing and future populations.

### **Goal 8.3 – Planned Unit Developments (PUD's)**

B. The goal is to have an appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town's high quality of life and should be considered when amending PUD Master Plans.

### **Goal 8.4 – Existing Zoning Allocation**

A. An appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town's high quality of life and should be considered when amending the Town's Official Zoning Map.

### **Goal 8.5 – Land Use Per Capita**

A. The goal is to have an appropriate mix and availability of land uses to meet the needs of existing and future populations.

### **Goal 8.10 – Zoning Changes**

A. The goal is to provide appropriate modifications to the Zoning designations to meet market demands while maintaining the character of the Island.

### **Goal 8.6 – Build-out**

A. The goal is to monitor land use consumption and conversion rates to maintain a proper balance of public infrastructure, private development, and land conservation.

B. The goal is to consider develop regulations and requirements to maintain the Island character and meet the needs of the community as it approaches build out.

### **Goal 8.10 - Zoning Changes**

A. The goal is to provide appropriate modifications to the Zoning designations to meet market demands while maintaining the character of the Island.

### **Implementation Strategy 8.3 - Planned Unit Developments (PUDs)**

A. Consider flexibility within the PUDs to address appropriate commercial or service land uses in areas with a high residential concentration.

### **Implementation Strategy 8.10 – Zoning Changes**

B. Consider focusing higher intensity land uses in areas with available sewer



connections.

### **Transportation Element**

#### **Implications for the Comprehensive 9.3 – Traffic Planning on the Island**

Future development and zoning classifications have an impact on the potential build-out of properties on the Island. Increasing the density of properties in certain areas of the Town may not be appropriate due to the inability of the current transportation network to handle the resulting additional traffic volumes. It may be more appropriate to provide density in areas that have the available roadway capacity and to reduce densities or development potential in areas that do not have the appropriate roadway capacity.

### **Natural Resources Element**

#### **Goal 3.3 Protect Quality of Life through Environmental Preservation**

- B. The goal is to maintain human health through natural resource preservation.
- D. The goal is to preserve open space (including improvement and enhancement of existing).
- E. The goal is to encourage greenways between present and future town properties.
- F. The goal is to encourage the preservation and/or enhancement of wildlife habitat on all town properties.
- H. The goal is to enhance, create and maintain vegetated riparian wetland buffers with viewing corridors and windows.

#### **Goal 3.5 Promote Sustainable Development**

- D. The goal is to create positive environmental effects on the surrounding neighborhood through Town open space land acquisition program.
- E. The goal is to preserve wetlands (isolated freshwater are of high priority), trees, rare or critical animal habitats, rare or critical

#### **Implementation Strategy 3.1 Protect Water Quality and Quantity**

- B. Maintain and/or improve watershed condition by reducing impervious surfaces through land acquisition.
- J. Implement the recommendations of the Broad Creek Management Plan.

#### **Implementation Strategy 3.3 Protect Quality of Life through Environmental Preservation**

#### **Broad Creek Management Plan - Chapter 2: Land Use**

#### **Goal 2: Land uses should be managed to protect the natural beauty of the shoreline of Broad Creek.**

As development continues, the visual appearance of the creek will change, but with the appropriate application of existing regulations, Broad Creek will remain a place of natural beauty.

**Implementation Strategy 3: Identify parcels along Broad Creek for potential purchase by the Town.**

These should include properties which are subject to high density development and properties which have valuable qualities for their visual beauty and/or wildlife habitat.

**Implementation Strategy 4: Examine any future rezonings to determine their impact on Broad Creek.**

Low impact land uses and creative site design should be strongly encouraged to preserve the creek's water quality and wildlife.

**Implementation Strategy 5: Work with the Architectural Review Boards of the PUDS and the individual landowners along the creek to help them understand the importance of buffers and building design considerations that impact the visual quality of Broad Creek.**

**Broad Creek Management Plan - Chapter 3: Water Quality**

**Goal 2: Acquire vacant parcels in the Broad Creek watershed and manage them as open space for stormwater filtration**

**Implementation Strategy: Protection of Critical Habitat #6: Research vacant parcels for possible acquisition for open space.**

These efforts should focus on the Broad Creek corridor, but all vacant, undeveloped properties within the watershed as well as the remainder of the Town have wildlife habitat value. Any properties purchased for open space should be managed for wildlife habitat. Priority should be given to parcels which can be part of a wildlife corridor system as discussed in the next section. The Natural Resources Element of the Comprehensive Plan supports this recommendation.

**Implementation Strategy: Creation of Wildlife Corridors #1: Manage Town owned land along Broad Creek to provide wildlife corridors.**

These properties are perhaps the most important first step and must be managed so that they provide linkages between parcels. The use of native vegetation to provide cover, and limiting fencing and other barriers on Town property is critical for wildlife movement. Current Town projects are being designed with this consideration.

**Implementation Strategy: Creation of Wildlife Corridors #2: Encourage creek front property owners to manage their property in such a way as to provide a continuous wildlife corridor.**

The land along Broad Creek is a natural wildlife corridor, and is vital to the continued health of our wildlife populations. While the Town must set an example, most of the creek front property is privately owned. The Town should encourage these property owners to manage their property to provide wildlife access. This will involve educating property owners about the importance of wildlife corridors, and providing them with information on how to make best use of their property. Limiting fences and docks are

important aspects of providing connectivity. The development of a backyard wildlife program would be an excellent way to encourage participation. Articles in neighborhood newsletters are another good way to reach homeowners.

### **Broad Creek Management Plan - Chapter 5: Recreation and Boating Management**

#### **Implementation Strategy: Access to Broad Creek #3: The Town should consider developing its own land in such a manner as to provide public enjoyment of the creek.**

This could be in the form of trails along the creek, picnic areas and benches along certain parts of the creek, boardwalks out to the creek and deep-water access points for boat launching. The Town could also consider working with non-profit rowing and kayak clubs in a public/private partnership to facilitate construction of a facility for the launching and storage of kayaks and rowing vessels.

#### **Conclusions of Law:**

- Several elements of the Comprehensive Plan address the proposed application, however, there is no language that prohibits this rezoning from being approved.

### **Summary of Facts and Conclusions of Law:**

*Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO 16-2-103.C.3.a.ii):*

#### **Findings of Facts:**

- The proposed zoning is to maintain the base zoning district as PD-1, but to amend the permitted uses to include multifamily residential in addition to the current use of community park on Multifamily Site #2 and to decrease the number of approved units on Multifamily Site #1.
- The uses that are allowed within the immediate vicinity of the property include community park, commercial uses, community services and multifamily residential uses.
- The subject property and properties in the vicinity are also within the COR District, Corridor Overlay District.
- Properties to the east and northeast are within the LC, Light Commercial Zoning District.

#### **Conclusions of Law:**

The proposed zoning would allow for a range of uses that are compatible with the uses allowed on other property in the immediate vicinity because:

- The approved uses for the properties to the northwest include multifamily residential and community park, to the south the approved uses are commercial uses (Shelter Cove Towne Centre) and to the east community service (SHARE Center and Sheriff's substation) and commercial uses (Shelter Cove Plaza).
- Multifamily residential is already a permitted use in the vicinity and this request extends that use further north along Shelter Cove Lane.

**Summary of Facts and Conclusions of Law:**

*Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO 16-2-103.C.3.a.iii):*

**Findings of Facts:**

- The land that Multifamily Site #1 occupies is already approved for a greater number of multifamily units, up to 210 units.
- The land that Multifamily Site #1 occupies is 4.97 acres.
- The land that Multifamily Site #2 occupies is approximately 4.4 acres.
- A detailed site analysis and design plans for Multifamily Site #2 have not been conducted or submitted to the Town at this time.

**Conclusion of Law:**

- Multifamily Site #1 will have less units on the land than previously approved.
- A thorough site analysis has not been conducted for Multifamily Site #2, therefore it is not known if the land is appropriate for the development as it currently exists. Additional improvements or modifications to the site will be required. Site conditions such as wetlands, tree coverage, and grading as related to stormwater engineering will be reviewed in accordance with future development plan approval requests.
- Therefore, the full extent of the appropriateness for the land for multifamily dwelling units is not known at this time.

**Summary of Facts and Conclusions of Law:**

*Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO 16-2-103.C.3.a.iv):*

**Findings of Facts:**

- The multifamily density on Multifamily Site #1 will decrease from a maximum of 210 to 130-150 units and Multifamily Site #2 will increase to 80-110 units, the aggregate total will not exceed 240 units.

**Conclusions of Law:**

- The aggregate total of units remains the same as previously approved for the entire development, the rezoning shifts the overall location and therefore still meets the community needs allowing for a variety of housing options and locations.

**Summary of Facts and Conclusions of Law:**

*Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103.C.3.a.v):*

**Findings of Facts:**

- There are no approved future plans for this portion of property.
- The zoning program for this parcel is identified as PD-1, Planned Development Mixed Use.
- Chaplin Linear Park plans propose a connection to other adjacent parks and areas in the vicinity.
- The Palmetto Dunes Resort Master Plan designates Multifamily Site #2 as Community Park, not Multifamily Residential.

**Conclusion of Law:**

- The approval of this request would keep the property within the PD-1 Planned Development Mixed Use District.
- The proposed zoning would still allow for the completion of the linear park plans as currently envisioned.
- The proposed zoning would amend the Master Plan to allow Multifamily Residential as a permitted use on this portion of the property.

**Summary of Facts and Conclusions of Law:**

*Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO 16-2-103.C.3.a.vi):*

**Findings of Facts:**

- The application proposes to maintain the Property's existing zoning district while adding the use of Multifamily Residential to Multifamily Site #2 and shift units from Multifamily Site #1.
- The parcels to the west and east are also located in the PD-1 Zoning District. The adjacent properties to the east and northeast are zoned, LC, Light Commercial Zoning District.

**Conclusions of Law:**

- The proposed zoning will remain in the PD-1 zoning district, therefore, not creating an isolated zoning district.
- The proposed uses within the PD-1 zoning district are uses that would also be permitted within the LC zoning district.

**Summary of Facts and Conclusion of Law**

*Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO 16-2-103.C.3.a.vii):*

**Findings of Fact:**

- The subject property is proposed to be rezoned to allow for multifamily residential units, shifting the number of units to different portions of the property.
- The overall number of units that will be permitted will not be exceed 240.

**Conclusions of Law:**

- The relocation of the units may result in a reasonably viable economic use. The aggregate total of units remains unchanged, just shifted in location.

**Summary of Facts and Conclusions of Law**

*Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO 16-2-103.C.3.a.viii):*

**Findings of Fact:**

- The property is within the Broad Creek Public Service District which currently serves the development and the properties in the vicinity.
- Stormwater facilities are in place for the existing development on site.
- The properties front Shelter Cove Lane and are accessible via William Hilton Parkway.
- A revised Traffic Study will be submitted prior to the Town Council meeting to address any impacts from the shift in the location of the dwelling units.

**Conclusions of Law:**

- Staff concludes that this property has available sewer and water facilities suitable and adequate for the proposed uses as set forth in LMO Chapter 3, Article XV.
- The adequacies of the storm water facilities and all other infrastructure will be reviewed as part of the DPR (Development Plan Review) and will be installed to comply with the LMO Chapter 5, Article VI.

**Summary of Facts and Conclusion of Law**

*Criteria 9: Whether and the extent to which the proposed zoning is appropriate due to any changed or changing conditions in the affected area (LMO 16-2-103.C.3.a.ix):*

**Findings of Fact:**

- The application proposes to maintain the existing zoning district while relocating and shifting the location of multifamily dwelling units.
- The previous Town owned location of Shelter Cove Community Park (Multifamily Site #1) is now currently owned by SCTC, in exchange for the new Waterfront Community Park.
- A majority of the commercial space within Shelter Cove Towne Centre has been redeveloped and is currently operating.

**Conclusions of Law:**

- The conditions in the affected area have changed significantly in the past couple of years with redevelopment of the previous enclosed Mall to a multi-use activity center that encompasses a variety of uses from commercial, residential and community types of uses.

- The location of the Waterfront Community Park has shifted and changed area. The park is located along Broad Creek with an increased amount of linear community park space with connecting pathways.

### Planning Commission Action

Staff recommends that the Planning Commission review the application and staff report, hold a public hearing on the application, and make a recommendation for action on the application to Town Council for their review and decision.

**Note: If the proposed amendment is approved by Town Council, such action shall be by ordinance to amend the Official Zoning Map. If it is denied by Town Council, such action shall be by resolution.**

#### **PREPARED BY:**

HLC

7/7/15

DATE

Heather L. Colin, AICP  
*Development Review Administrator*

#### **REVIEWED BY:**

TBL

7/8/15

DATE

Teri B. Lewis, AICP  
*LMO Official*

#### **REVIEWED BY:**

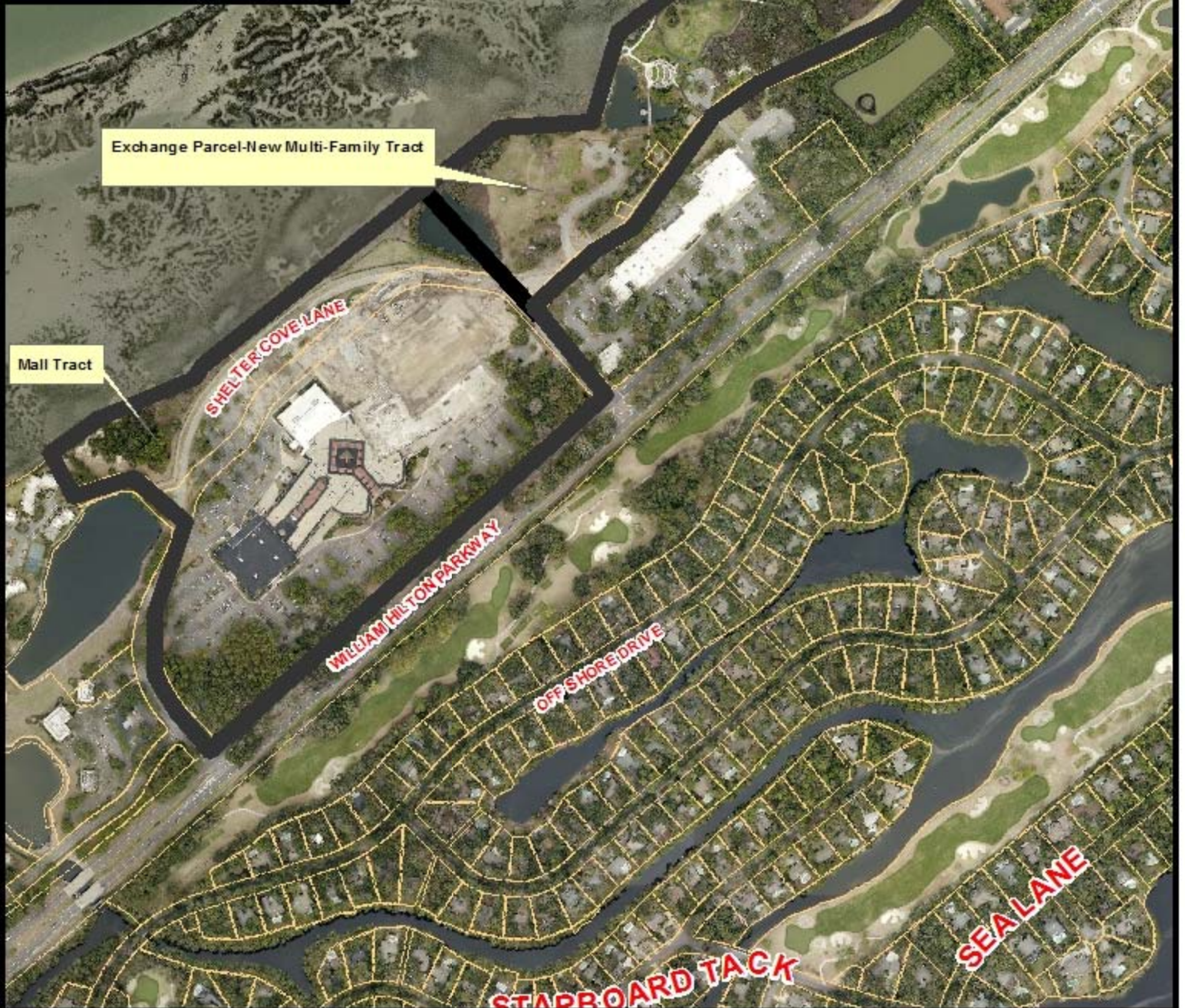
Jayne Lopko, AICP  
*Senior Planner & Planning Commission  
Coordinator*

DATE

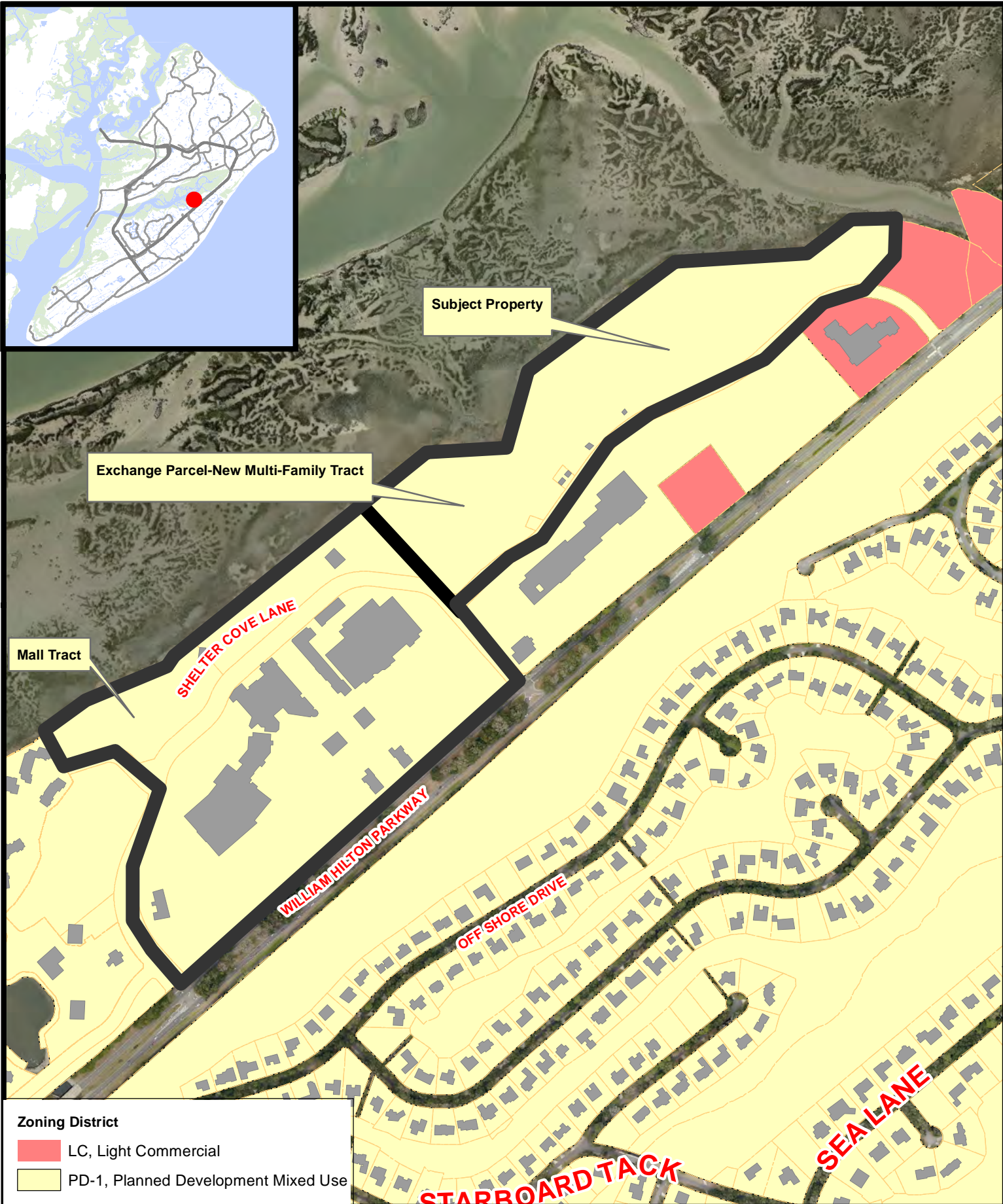
#### **ATTACHMENTS:**

- A) Location Map
- B) Adjacent Zoning Districts
- C) Proposed Concept Plan
- D) Applicant's Narrative and Attachments









**Zoning District**

LC, Light Commercial

PD-1, Planned Development Mixed Use

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

Town of Hilton Head Island  
Attachment B  
ZA-001190-2015 - Adjacent Zoning Districts



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.  
Map created May 15, 2014



## Attachment C



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

**BEFORE THE PLANNING COMMISSION**  
**OF**  
**THE TOWN OF HILTON HEAD ISLAND,**  
**SOUTH CAROLINA**

## ATTACHMENT 1

**TO  
THE ZONING MAP AMENDMENT APPLICATION**

**OF  
SHELTER COVE TOWNE CENTRE, LLC  
AND  
SHELTER COVE II, LLC**

**FOR  
AMENDMENT OF THE TOWN OF HILTON HEAD ZONING MAP PROVIDING FOR  
THE INCREASE IN THE NUMBER OF MULTI-FAMILY RESIDENTIAL DWELLING  
UNITS ON PROPERTY OWNED BY THE TOWN (“TOWN PARCEL”) OF HILTON  
HEAD ISLAND ON  
THE PARCEL  
IDENTIFIED AS PARCEL 12 ON BEAUFORT COUNTY  
TAX MAP 12C (P/O TAX PARCEL I.D. NO. R520-012-00C-0002-0000) ADJACENT TO  
THE REVISED SHELTER COVE MALL PARCEL (as hereinafter identified)  
(EXCEPT FOR THE AMENDMENT TO THE ZONING MAP APPLIED FOR HEREIN,  
THE USES AND DENSITIES PROVIDED FOR IN ZMA #000659-2014 REMAIN  
UNCHANGED AND CONTINUE IN FULL FORCE AND EFFECT)**

This Attachment 1 is attached to and is made a part of the Zoning Map Amendment Application (this “Application”) of Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC (the “Applicant”), and is submitted by the Applicant to the Planning Commission of the Town of Hilton Head Island (the “Town”) to address the zoning map amendment criteria set forth in Section 16-2-103.C.3 of the Land Management Ordinance of the Town of Hilton Head Island (the “LMO”). This Application seeks approval of an amendment to the Official Zoning Map of the Town pursuant to LMO Section 16-1-107 by amending the Palmetto Dunes Resort Master Plan and its associated text to increase the allowable number of multi-family residential units allowed on the Town Parcel (“Town Parcel”) specifically identified as that portion of the Town



Parcel shown as the New Multi-Family Parcel (“New Multi-Family Parcel”), now owned by Shelter Cove II, LLC, and more clearly shown on that certain Plat thereof entitled “Boundary Reconfiguration of 4.97 Acre New Multi-Family Parcel and 26.29 Town of Hilton Head Parcel, Totaling 31.26 Acres, a Portion of Shelter Cove Lane, Shelter Cove Community Park” prepared by Surveying Consultants, dated June 1, 2015, attached hereto as Exhibit “B”, and that portion of the Town Parcel identified as Multi-Family Site #2 (“Multi-Family Site #2”), identified and shown on the Concept Plan (“Concept Plan”) entitled “Shelter Cove Towne Centre Apartments, Alternate Concept Plan – Study 2” dated April 21, 2015, prepared by Wood & Partners, Inc., said Concept Plan being attached hereto and marked Exhibit “A”. It is understood and agreed that the Concept Plan is by its term conceptual and that the exact location and size of the Multi-Family Site #2 will be defined at a later date. (The New Multi-Family Parcel is also identified as Multi-Family Site #1 on the Concept Plan.).

This Zoning Map Amendment Application respectfully requests an increase in the allowable number of multi-family residential dwelling units (“RDUs”) (subject to allocation as approved by the Town) on the New Multi-Family Parcel from 120 to 150 RDUs, and Multi-Family Site #2 from 80-120 RDUs , provided, however, that the total number of multi-family residential dwelling units on the New Multi-Family Parcel, Multi-Family Site #2, and the Revised Multi-Family Parcel as shown on Exhibit “B”, shall never exceed 240 multi-family residential dwelling units.

## **I. NARRATIVE – BACKGROUND**

On the 19<sup>th</sup> day of November, 2014, the Town Council of Hilton Head approved Ordinance No. 2014-29, which limited the allowed number of residential dwelling units (“RDUs”) on the Revised Multi-Family Parcel (as shown on Exhibit “B”) to 50 RDUs and increased the allowable number of RDUs on the New Multi-Family Parcel(as shown on Exhibit

“B”) to 210 RDUs provided, however, that the maximum number of RDUs on the Revised Multi-Family Parcel (as shown on Exhibit “B”) and New Multi-Family Parcel (as shown on Exhibit “B”) would never exceed 240 RDUs.

**A. THE REQUESTED REZONING**

The Applicant is requesting that the PD Master Plan and the accompanying text be amended to increase the maximum number of multi-family residential dwelling units on the parcel identified as New Multi-Family Parcel owned by Shelter Cove II, LLC as shown on Exhibit “B” from 120 to 150 RDUs, and Multi-Family Site #2 as shown on Exhibit “A” from 80 to 120 RDUs, provided, however, that the total number of multi-family residential dwelling units on the New Multi-Family Parcel, Multi-Family Site #2, and the Revised Multi-Family Parcel as shown on Exhibit “B” shall never exceed 240 multi-family residential dwelling units.

**B. THE PURPOSE FOR REQUESTED REZONING**

The purpose of the requested rezoning is to lessen the footprint of the New Multi-Family Parcel and to decrease the mass associated with the Multi-Family structure to be constructed thereon, and also to allow for the increase in size of the Community Park Parcel by adding thereto, at the discretion of the Town, the proposed Community Park Expansion or Greenspace, all as shown on the Concept Plan. If the rezoning request is granted, the synergy created by separating the multi-family activities from the Community Park will result in a more well-organized configuration that provides for a more identifiable separation of the type of activities conducted on the Community Park Parcel used for leisure and recreation by the public and the residential multi-family units which will be used by residents of the community. This separation will provide: (i) the opportunity and convenience to the residents of the multi-family units to be able to work and spend their leisure time within a comfortable walking distance from their

residences, (ii) to provide greater Community Park space for the public, and (iii) to provide further separation and privacy to the individuals residing at Newport.

## **II. NARRATIVE – THE DEVELOPMENT AGREEMENT**

This application shall precede the filing by Applicant of a revision (“Revision”) to the Amendment to the First Amended and Restated Development Agreement which said First Amended and Restated Development Agreement dated November 25, 2014 amended and restated that certain Development Agreement between the Town of Hilton Head Island, South Carolina, and Shelter Cove Towne Centre, LLC, dated October 16, 2012, pursuant to the provisions of the South Carolina Local Government Development Agreement Act (Section 16-3-10, *et seq.* of the South Carolina Code of Laws (1976), as amended (the “Act”). The Revision to the First Amended and Restated Development Agreement is between the Town of Hilton Head Island, South Carolina (“Town”), and Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC (collectively, the “Developer”), and is revised to reflect the changes, if enacted by the Town, pursuant to this Application, to add certain provisions increasing the number of RDUs allowable on the Town Parcel as hereinabove described as New Multi-Family Parcel as shown on Exhibit “B”, and Multi-Family Site #2 on Exhibit “A”. Under the Act, the Revision process for the Revision to the First Amended and Restated Development Agreement is substantially the same as the process for the review and approval of this Application, although there are certain requirements and standards applicable to each.

## **III. CURRENT AND PROPOSED PERMITTED USE AND DENSITY**

The purpose of this Application is solely to amend the Town of Hilton Head Zoning Map to provide for an increase in the number of multi-family residential dwelling units allowed on the Town Parcel as identified as New Multi-Family Parcel on Exhibit “B” from 120 to 150 RDUS and Multi-Family Site #2 as identified on Exhibit “A” from 80 to 120 RDUS provided, however,



that the total number of multi-family residential dwelling units on New Multi-Family Parcel and Multi-Family Site #2, and the Revised Multi-Family Parcel as shown on Exhibit “B” shall never exceed 240 multi-family residential dwelling units. Except for the requested changes of the allowed density on the aforementioned parcels, all other terms, uses and densities pursuant to ZMA #000659-2014 remain unchanged and unaffected. As noted above, on the 5<sup>th</sup> day of June, 2015, the New Multi-Family Parcel shown on Exhibit “B” was conveyed by the Town to Shelter Cove II, LLC.

#### **IV. NARRATIVE – REZONING CRITERIA**

LMO Section 16-2-103.C.3 sets forth the criteria which the Planning Commission is to address in making a recommendation to the Town Council on this rezoning request, as follows:

##### **A. CONSISTENCY (OR LACK THEREOF) WITH THE COMPREHENSIVE PLAN.**

The **HOUSING VISION** of the Comprehensive Plan for the Town is to promote and facilitate entrepreneurial housing initiatives that will result in the development of diverse housing types for all income levels on Hilton Head Island, and to support affordable housing initiatives in the region to supplement housing on the Island<sup>1</sup>. It is an accepted fact that the recent economic downturn in the economy has resulted in fewer families being able to afford to finance and maintain single-family individual houses and the number of Island residents that have been forced to vacate their homes and seek other more economical living facilities off Island has risen greatly. Unfortunately, since the date of the adoption of the current Comprehensive Plan available, reasonably priced multi-family residential dwelling units have virtually been eliminated through the conversion of multi-family residential apartment complexes into condominiums, creating a greater demand for apartment living for both permanent and

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<sup>1</sup> See Comprehensive Plan at Page 50.

temporary residents. The Applicant's experience in the housing market in the southeast has indicated an increasing need for available apartments to rent in locations that allow inhabitants to more easily get to their work place and to shop and recreate in a wholesome and centrally located environment. The shortage of available residential apartment units to rent on Hilton Head Island has been exacerbated by the limited amount of land available for construction of new multi-family residential dwelling units along with the added difficulty of obtaining financing to purchase condominiums by middle to lower-income families since the beginning of the economic crisis in 2007. This trend in the reduction of available apartments is illustrated in Table 5.1 of Chapter 5 of the Comprehensive Plan that states that "...in 1999 there were 601 fewer multi-family residential dwelling units than there were single-family units. In 2000, there were 4,506 fewer multi-family residential dwelling units than single-family units, and in 2007 there were 3,660 fewer multi-family residential dwelling units than single-family units...". Applicant's recent research, with the assistance of the Town, indicates that the number of apartments on the Island today that have not been converted to a condominium is a mere 302. Additionally, Applicant engaged Coastal Marketing Services to determine the amount of apartments available for rent on Hilton Head Island, and in January of 2012. The report at that time indicated a total of 475 rental units with 211 of the 475 being HUD subsidized. This report has been updated on the 29th day of April, 2014, and indicates that "there have been virtually no changes in rental inventory since January 2012" (see report of Coastal Marketing Services attached hereto and marked Exhibit "C"). Accordingly, the multi-family residential dwelling unit component as revised is expected by the Applicant to be in high demand and to satisfy an increasing need, through this entrepreneurial housing initiative, to develop more diverse housing types on Hilton Head Island and help to partially rebalance the substantial difference between single-family residential and multi-family residential dwelling units, which are far more

affordable, and provide greater opportunities for the diverse income and age levels of current and future residents to the Island. Section 5.1 of Chapter 5 of the Comprehensive Plan provides a “goal” to encourage development of multi-family residential dwelling units to meet market demands and new trends<sup>2</sup>. This “goal” is more important today than it was at the time that the Comprehensive Plan<sup>3</sup> was adopted.

In order to help fulfill the “goals” of the Comprehensive Plan for the benefit of the current and future citizens of the Town, the Town Council of Hilton Head enacted Ordinance 2012-27 on the 16<sup>th</sup> day of October, 2012, which provided for a Declaration of Covenants, Restrictions and Limitations on the New Multi-Family Parcel as shown on Exhibit “B” by providing that “(i) in the event any apartments are erected, constructed or otherwise built on or within the New Multi-Family Parcel, said apartments shall not be converted into condominiums in any manner; (ii) in the event any apartments are erected, constructed or otherwise built on or within the Property, the owners of any apartments shall not execute or enter into any lease(s) with a term for less than twelve (12) months per lease. In the event that such lease is executed or entered into, said lease shall be considered void and of no legal effect; (iii) in the event any apartments are erected, constructed or otherwise built on or within the Property, the tenant(s) of any apartment(s) shall not lease or sub-let the apartment(s) to any third parties”. Similar restrictions would be imposed on the RDUs in Multi-Family Site #2.

The **ECONOMIC DEVELOPMENT VISION** of the Comprehensive Plan looks to define, foster and enhance the economic environment that that sustains Hilton Head Island’s unique way of life<sup>4</sup>. Section 7.5 of the Comprehensive Plan recognizes potential risks to the Island’s economic future and recognizes that with the early, rapid growth of the base economic

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<sup>2</sup> See Comprehensive Plan at Page 50.

<sup>3</sup> See Comprehensive Plan at Pages 50 and 60.

<sup>4</sup> See the Comprehensive Plan, at Page 89.

engines of residential and visitor investment slowing as the Island approaches maturity, efforts should be focused on initiatives for enriching the economic potential while preserving the essential character and natural assets that have been responsible for the Island's success<sup>5</sup>. With the deterioration of the Mall, the economic benefit to the Town has decreased with the benefit going to the recently revitalized discount centers in the Bluffton area. In order for the Town to help recapture the dollars that are being lost, flexibility in allowing the Applicant to use private funds to increase the amount of multi-family residential housing to restore the Town's most prominent shopping mall will attract and retain visitors, shoppers and apartment residents and re-energize and encourage local shopping and the economic benefits to the Town associated therewith. As a Town center, the residential multi-family residential apartments offer the surrounding area a place for working, shopping and socializing and become a regional generator of economic activity. The increase of multi-family residential apartments allows denser urban ranges to transform the enclaves into a transient-ready Town center, and at the same time help to partially rebalance the substantial difference between single-family residential and multi-family residential dwelling units and additionally helps to satisfy Section 5.1 of Chapter 5 of the Comprehensive Plan which contains a "goal" to encourage development of multi-family residential dwelling units to meet market demands and new trends. Further, potential strategies and implications of the Comprehensive Plan identify the need to incentivize the development of flexibility of streamlining in regulation of density caps, setbacks (and other controls), that enable a qualitative, principal based, asset revitalization that enhance the Island's positive legacies<sup>6</sup>.

The Applicant feels that the requested rezoning will encourage and facilitate the redevelopment of the Revised Shelter Cove Mall Parcel, Town Parcel (including Multi-Family

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<sup>5</sup> See Comprehensive Plan, at Page 92.

<sup>6</sup> See Comprehensive Plan, at Page 93.

Site #2), and New Multi-Family Parcel, and encourage additional residential occupancy and use of the entire Shelter Cove area, benefitting the entire Town of Hilton Head. The proposed amendment to the Town Zoning Map will also provide additional employment opportunities for Hilton Head Island residents; increase ad valorem tax revenue; substantially increase State sales taxes; and dramatically increase hospitality taxes to promote tourism, nourish beaches, support beach parks, build pathways, support various cultural organizations and pathway rehabilitation<sup>7</sup>.

The **TRANSPORTATION VISION** of the Comprehensive Plan is for The Town to provide a safe, efficient, environmentally sound, esthetically sensitive and fiscally responsible transportation system which is integrated into the regional network to enhance the quality of life for those living in, employed in, and visiting Hilton Head Island.<sup>8</sup>

**B. COMPATABILITY WITH THE PRESENT ZONING AND CONFORMING USES OF NEARBY PROPERTY AND WITH THE CHARACTER OF THE NEIGHBORHOOD.**

All of the nearby or surrounding properties in the vicinity of the Mall Tract and Town Parcel are located within the PD-1 Planned Development Mixed Use District encompassed by the PD Master Plan, including the Town's Shelter Cove Memorial Park, the Newport multi-family residential dwelling unit residential development, and the Plaza at Shelter Cove Shopping Center. Accordingly, the Applicant feels that the additional multi-family residential dwelling units, respectfully applied for herein, is a consistent and appropriate use with the surrounding properties. Recognizing that historical intended uses are not pertinent to this Application, it is interesting to note that as far back as 1984 and 1986, a significant portion of the Shelter Cove Mall Tract was designated for multi-family residential dwelling units.

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<sup>7</sup> See Comprehensive Plan at Page 91.

<sup>8</sup> See Comprehensive Plan at Page 116.

**C. SUITABILITY OF THE PROPERTY AFFECTED BY THE AMENDMENT FOR USES PERMITTED BY THE DISTRICT THAT WOULD BE MADE APPLICABLE BY THE PROPOSED AMENDMENT.**

The change to the PD Master Plan requested by this Application, respectfully requesting an increase in the number of multi-family residential apartments allowable, will not result in any change in the currently permitted uses applicable to the Revised Multi-Family Parcel, but rather add to the already permitted uses (ZMA #120006) that are typically associated with PUDs. As noted in Paragraph B above, the adjacent Newport multi-family residential dwelling unit development would indicate that the addition of multi-family residential dwelling units on the New Multi-Family Parcel and Multi-Family Site #2 would be a suitable use and compatible with the surrounding property. Considering the mixed-use nature of the PD-1 Zoning Districts under the LMO, the additional multi-family residential dwelling units respectfully requested on the Town Parcel herein is consistent with most other PUDs on Hilton Head Island, including Sea Pines, the oldest PUD on the Island, and Palmetto Dunes, which is in the same PD District.

**D. SUITABILITY OF THE PROPERTY AFFECTED BY THE AMENDMENT FOR USES PERMITTED BY THE DISTRICT APPLICABLE TO THE PROPERTY AT THE TIME OF A PROPOSED AMENDMENT.**

Again, the change to the PD Master Plan requested by this Application will, add additional single-family multi-use apartments that will invigorate the area for the benefit that will accrue to its owners, the residents of Hilton Head Island, and the Town.

**E. MARKETABILITY OF THE PROPERTY AFFECTED BY THE AMENDMENT FOR USES PERMITTED BY THE DISTRICT APPLICABLE TO THE PROPERTY AT THE TIME OF THE PROPOSED AMENDMENT.**

The Mall Tract as presently under development pursuant to ZMA #120006 has, based on already experienced market demand, been deemed a success. The vast experience of Applicant suggests that the additional multi-family residential dwelling units requested hereunder will undoubtedly increase the revenues and thereby increase the value of the entire Mall as an asset,



not only for the Applicant but also for the Town. Increased residential success and value translate directly to increased marketability.

**F. AVAILABILITY OF WATER AND STORM WATER FACILITIES GENERALLY SUITABLE FOR THE PROPOSED USE.**

The sewer, water and stormwater facilities serving the Town Parcel were designated and implemented as part of the overall sewer, water and stormwater system serving the PD Master Plan area. The fact that the Mall Tract is currently in operation, even though under development, is clear evidence of the availability of the facilities necessary to accommodate the commercial activities on the additional multi-family residential units associated herewith. The stormwater drainage system which currently drains into detention ponds, and ultimately Broad Creek, will be greatly enhanced through the utilization and introduction of pervious parking areas near Broad Creek, enhanced stormwater detention infrastructure.

**V. NARRATIVE – CONCLUSION**

The Applicant feels the foregoing narrative demonstrates that this Application is in conformance with the LMO as amended by and through the Revision to the Amended and Restated Development Agreement, the Town's Comprehensive Plan, and meets the criteria set forth in LMO Section 16-2-103.C.3. Accordingly, the Applicant respectfully requests that the Planning Commission (a) consider the Application and the testimony and supporting documentation which will be entered into the record; (b) find:

1. That this Application and the supporting documentation established that the requested Master Plan Amendment is consistent with the Town's Comprehensive Plan; and
2. That this Application and the supporting documentation establish that the Applicant has demonstrated adjustment to the PD Master Plan which will result in a community-wide benefit; and

3. That this Application and the supporting documentation establish that the current and proposed density of the Town Parcel, the Multi-Family Parcel, and Multi-Family Site #2 as shown on Exhibits “A” and “B”, are consistent with the conforming uses of nearby properties and with the character of the neighborhood around the surrounding area; and

4. That this Application and the supporting documentation establish that the Town Parcel is suitable for the current and proposed densities permitted by the Zoning District that would be applicable to the Town Parcel by the requested Zoning Map Amendment; and

5. That this Application and the supporting documentation is suitable for the current and proposed density permitted by the zoning district that is currently applicable; and

6. That this Application and the supporting documentation establish that the marketability of the referenced parcels applicable to this Application will be increased by the approval of the requested master plan amendment; and

7. That this Application and the supporting documentation establish that there will be no substantial change in the need for sewer, water and stormwater facilities; and

8. Except for the Amendment to the Zoning Map applied for herein, the uses and densities provided for in ZMA #120006 remain unchanged and continue in full force and effect.

9. Respectively recommend to the Town Council that they approve this Application.

**SPECIFIC REVIEW AND RESPONSES TO LMO SECTION 16-2-103.C.3 as follows:**

I. The requested Zoning Map Change requested herein is in accordance with the Comprehensive Plan.

II. The requested additional RDUs being requested on the New Multi-Family Parcel and Multi-Family Site #2 will be compatible with the uses allowed on other property in the immediate vicinity.

III. The additional units allowed on the New Multi-Family Parcel and Multi-Family Site #2 are appropriate for the land, particularly considering the possible relocation of any RDUs.

IV. The additional RDUs address a demonstrated community need for providing additional apartment dwelling in a central area as hereinabove provided for.

V. A review of the Comprehensive Plan for the Town of Hilton Head Island clearly indicates that additional apartments and multiple housing types are consistent with the overall zoning program as expressed in future plans for the Town.

VI. The additional RDUs would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts.

VII. The additional RDUs on the parcels identified herein would put the subject property to a reasonably viable economic use as provided for above.

VIII. The additional RDUs being requested would result in development that can be served by available adequate and suitable public facilities, i.e. the streets, potable water, sewage, storm water management, etc.

IX. The renovation resulting from this Application provides an opportunity for younger to middle-age citizens to live near their work place as a result of the change conditions and locations of the RDUs.

Respectfully submitted on behalf of the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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William W. Jones  
Jones Simpson & Newton, P.A.  
PO Box 1938  
Bluffton, SC 29910  
(843) 706-6111

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

**BEFORE THE PLANNING COMMISSION  
OF  
THE TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA**

## ATTACHMENT 2

**TO  
THE ZONING MAP AMENDMENT APPLICATION**

**OF  
SHELTER COVE TOWNE CENTRE, LLC  
AND  
SHELTER COVE II, LLC**

**FOR  
AMENDMENT OF THE TOWN OF HILTON HEAD ZONING MAP PROVIDING FOR  
THE INCREASE IN THE NUMBER OF MULTI-FAMILY RESIDENTIAL DWELLING  
UNITS ON PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND ON  
THE PARCEL  
IDENTIFIED AS PARCEL 12 ON BEAUFORT COUNTY  
TAX MAP 12C ADJACENT TO THE MALL TRACT  
(EXCEPT FOR THE AMENDMENT TO THE ZONING MAP APPLIED FOR HEREIN,  
THE USES AND DENSITIES PROVIDED FOR IN ZMA #000659-2014 REMAIN  
UNCHANGED AND CONTINUE IN FULL FORCE AND EFFECT)**

SUMMARY OF REQUESTED CHANGES TO ZONING MAP AMENDMENT  
APPLICATION FOR THE MALL AT SHELTER COVE

The proposed changes to The Mall at Shelter Cove, located within the Palmetto Dunes PD-1 Zoning District are as follows:

The purpose of this Application is solely to amend the allowed multi-family residential dwelling units (“RDUs”) on the New Multi-Family Parcel from 120 to 150 RDUs and Multi-Family Site #2 from 80 to 120 RDUs provided, however, that the total number of multi-family residential dwelling units on the New Multi-Family Parcel, Multi-Family Site #2, and the Revised Multi-Family Parcel shall never exceed 240 total multi-family residential dwelling units.

Except for the Amendment to the Zoning Map applied for herein, the uses and densities provided for in ZMA #000659-2014 remain unchanged and continue in full force and effect.

Respectfully submitted on behalf of the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

William W. Jones  
Jones Simpson & Newton, P.A.  
PO Box 1938  
Bluffton, SC 29910  
(843) 706-6111

EXHIBIT “A”  
CONCEPT PLAN



EXHIBIT “B”

SURVEY

EXHIBIT “C”

LETTER FROM COASTAL MARKETING SERVICES

F:\Home\CLIENT FILES ACTIVE\Shelter Cove 8727.001\Land Swap - 2015\Amended ZMA\Amended Zoning Map Application - clean revised  
- 6 29 15.docx





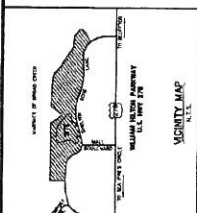
# **SHELTER COVE TOWNE CENTRE APARTMENTS** ALTERNATE CONCEPT PLAN - STUDY TWO HILTON HEAD ISLAND, SOUTH CAROLINA JULY 11, 2015

**Wood Partners Inc. WPI**  
 Landscape Architecture  
 1000 Highway 17, Suite 200  
 Hilton Head Island, SC 29928  
 843.724.1717 • Fax 843.724.1718 • www.woodpartners.com

**BLANCHARD**  
 S. CARROLLTON  
 29928



EXHIBIT "B"  
SURVEY



CHST	INCH	FOOT	FEET	INCH	FEET	INCH	FEET	INCH	FEET
1	1/8	1.5	1.5	1/8	1.5	1/8	1.5	1/8	1.5
2	1/4	3.0	3.0	1/4	3.0	1/4	3.0	1/4	3.0
3	3/8	4.5	4.5	3/8	4.5	3/8	4.5	3/8	4.5
4	1/2	6.0	6.0	1/2	6.0	1/2	6.0	1/2	6.0
5	5/8	7.5	7.5	5/8	7.5	5/8	7.5	5/8	7.5
6	3/4	9.0	9.0	3/4	9.0	3/4	9.0	3/4	9.0
7	7/8	10.5	10.5	7/8	10.5	7/8	10.5	7/8	10.5
8	1	12.0	12.0	1	12.0	1	12.0	1	12.0
9	1 1/8	13.5	13.5	1 1/8	13.5	1 1/8	13.5	1 1/8	13.5
10	1 1/4	15.0	15.0	1 1/4	15.0	1 1/4	15.0	1 1/4	15.0
11	1 3/8	16.5	16.5	1 3/8	16.5	1 3/8	16.5	1 3/8	16.5
12	1 1/2	18.0	18.0	1 1/2	18.0	1 1/2	18.0	1 1/2	18.0
13	1 5/8	19.5	19.5	1 5/8	19.5	1 5/8	19.5	1 5/8	19.5
14	1 3/4	21.0	21.0	1 3/4	21.0	1 3/4	21.0	1 3/4	21.0
15	1 7/8	22.5	22.5	1 7/8	22.5	1 7/8	22.5	1 7/8	22.5
16	2	24.0	24.0	2	24.0	2	24.0	2	24.0
17	2 1/8	25.5	25.5	2 1/8	25.5	2 1/8	25.5	2 1/8	25.5
18	2 1/4	27.0	27.0	2 1/4	27.0	2 1/4	27.0	2 1/4	27.0
19	2 3/8	28.5	28.5	2 3/8	28.5	2 3/8	28.5	2 3/8	28.5
20	2 1/2	30.0	30.0	2 1/2	30.0	2 1/2	30.0	2 1/2	30.0
21	2 5/8	31.5	31.5	2 5/8	31.5	2 5/8	31.5	2 5/8	31.5
22	2 3/4	33.0	33.0	2 3/4	33.0	2 3/4	33.0	2 3/4	33.0
23	2 7/8	34.5	34.5	2 7/8	34.5	2 7/8	34.5	2 7/8	34.5
24	3	36.0	36.0	3	36.0	3	36.0	3	36.0
25	3 1/8	37.5	37.5	3 1/8	37.5	3 1/8	37.5	3 1/8	37.5
26	3 1/4	39.0	39.0	3 1/4	39.0	3 1/4	39.0	3 1/4	39.0
27	3 3/8	40.5	40.5	3 3/8	40.5	3 3/8	40.5	3 3/8	40.5
28	3 1/2	42.0	42.0	3 1/2	42.0	3 1/2	42.0	3 1/2	42.0
29	3 5/8	43.5	43.5	3 5/8	43.5	3 5/8	43.5	3 5/8	43.5
30	3 3/4	45.0	45.0	3 3/4	45.0	3 3/4	45.0	3 3/4	45.0
31	3 7/8	46.5	46.5	3 7/8	46.5	3 7/8	46.5	3 7/8	46.5
32	4	48.0	48.0	4	48.0	4	48.0	4	48.0
33	4 1/8	49.5	49.5	4 1/8	49.5	4 1/8	49.5	4 1/8	49.5
34	4 1/4	51.0	51.0	4 1/4	51.0	4 1/4	51.0	4 1/4	51.0
35	4 3/8	52.5	52.5	4 3/8	52.5	4 3/8	52.5	4 3/8	52.5
36	4 1/2	54.0	54.0	4 1/2	54.0	4 1/2	54.0	4 1/2	54.0
37	4 5/8	55.5	55.5	4 5/8	55.5	4 5/8	55.5	4 5/8	55.5
38	4 3/4	57.0	57.0	4 3/4	57.0	4 3/4	57.0	4 3/4	57.0
39	4 7/8	58.5	58.5	4 7/8	58.5	4 7/8	58.5	4 7/8	58.5
40	5	60.0	60.0	5	60.0	5	60.0	5	60.0

CHST	INCH	FOOT	FEET	INCH	FEET	INCH	FEET	INCH	FEET
1	1/8	1.5	1.5	1/8	1.5	1/8	1.5	1/8	1.5
2	1/4	3.0	3.0	1/4	3.0	1/4	3.0	1/4	3.0
3	3/8	4.5	4.5	3/8	4.5	3/8	4.5	3/8	4.5
4	1/2	6.0	6.0	1/2	6.0	1/2	6.0	1/2	6.0
5	5/8	7.5	7.5	5/8	7.5	5/8	7.5	5/8	7.5
6	3/4	9.0	9.0	3/4	9.0	3/4	9.0	3/4	9.0
7	7/8	10.5	10.5	7/8	10.5	7/8	10.5	7/8	10.5
8	1	12.0	12.0	1	12.0	1	12.0	1	12.0
9	1 1/8	13.5	13.5	1 1/8	13.5	1 1/8	13.5	1 1/8	13.5
10	1 1/4	15.0	15.0	1 1/4	15.0	1 1/4	15.0	1 1/4	15.0
11	1 3/8	16.5	16.5	1 3/8	16.5	1 3/8	16.5	1 3/8	16.5
12	1 1/2	18.0	18.0	1 1/2	18.0	1 1/2	18.0	1 1/2	18.0
13	1 5/8	19.5	19.5	1 5/8	19.5	1 5/8	19.5	1 5/8	19.5
14	1 3/4	21.0	21.0	1 3/4	21.0	1 3/4	21.0	1 3/4	21.0
15	1 7/8	22.5	22.5	1 7/8	22.5	1 7/8	22.5	1 7/8	22.5
16	2	24.0	24.0	2	24.0	2	24.0	2	24.0
17	2 1/8	25.5	25.5	2 1/8	25.5	2 1/8	25.5	2 1/8	25.5
18	2 1/4	27.0	27.0	2 1/4	27.0	2 1/4	27.0	2 1/4	27.0
19	2 3/8	28.5	28.5	2 3/8	28.5	2 3/8	28.5	2 3/8	28.5
20	2 1/2	30.0	30.0	2 1/2	30.0	2 1/2	30.0	2 1/2	30.0
21	2 5/8	31.5	31.5	2 5/8	31.5	2 5/8	31.5	2 5/8	31.5
22	2 3/4	33.0	33.0	2 3/4	33.0	2 3/4	33.0	2 3/4	33.0
23	2 7/8	34.5	34.5	2 7/8	34.5	2 7/8	34.5	2 7/8	34.5
24	3	36.0	36.0	3	36.0	3	36.0	3	36.0
25	3 1/8	37.5	37.5	3 1/8	37.5	3 1/8	37.5	3 1/8	37.5
26	3 1/4	39.0	39.0	3 1/4	39.0	3 1/4	39.0	3 1/4	39.0
27	3 3/8	40.5	40.5	3 3/8	40.5	3 3/8	40.5	3 3/8	40.5
28	3 1/2	42.0	42.0	3 1/2	42.0	3 1/2	42.0	3 1/2	42.0
29	3 5/8	43.5	43.5	3 5/8	43.5	3 5/8	43.5	3 5/8	43.5
30	3 3/4	45.0	45.0	3 3/4	45.0	3 3/4	45.0	3 3/4	45.0
31	3 7/8	46.5	46.5	3 7/8	46.5	3 7/8	46.5	3 7/8	46.5
32	4	48.0	48.0	4	48.0	4	48.0	4	48.0
33	4 1/8	49.5	49.5	4 1/8	49.5	4 1/8	49.5	4 1/8	49.5
34	4 1/4	51.0	51.0	4 1/4	51.0	4 1/4	51.0	4 1/4	51.0
35	4 3/8	52.5	52.5	4 3/8	52.5	4 3/8	52.5	4 3/8	52.5
36	4 1/2	54.0	54.0	4 1/2	54.0	4 1/2	54.0	4 1/2	54.0
37	4 5/8	55.5	55.5	4 5/8	55.5	4 5/8	55.5	4 5/8	55.5
38	4 3/4	57.0	57.0	4 3/4	57.0	4 3/4	57.0	4 3/4	57.0
39	4 7/8	58.5	58.5	4 7/8	58.5	4 7/8	58.5	4 7/8	58.5
40	5	60.0	60.0	5	60.0	5	60.0	5	60.0

CHST	INCH	FOOT	FEET	INCH	FEET	INCH	FEET	INCH	FEET
1	1/8	1.5	1.5	1/8	1.5	1/8	1.5	1/8	1.5
2	1/4	3.0	3.0	1/4	3.0	1/4	3.0	1/4	3.0
3	3/8	4.5	4.5	3/8	4.5	3/8	4.5	3/8	4.5
4	1/2	6.0	6.0	1/2	6.0	1/2	6.0	1/2	6.0
5	5/8	7.5	7.5	5/8	7.5	5/8	7.5	5/8	7.5
6	3/4	9.0	9.0	3/4	9.0	3/4	9.0	3/4	9.0
7	7/8	10.5	10.5	7/8	10.5	7/8	10.5	7/8	10.5
8	1	12.0	12.0	1	12.0	1	12.0	1	12.0
9	1 1/8	13.5	13.5	1 1/8	13.5	1 1/8	13.5	1 1/8	13.5
10	1 1/4	15.0	15.0	1 1/4	15.0	1 1/4	15.0	1 1/4	15.0
11	1 3/8	16.5	16.5	1 3/8	16.5	1 3/8	16.5	1 3/8	16.5
12	1 1/2	18.0	18.0	1 1/2	18.0	1 1/2	18.0	1 1/2	18.0
13	1 5/8	19.5	19.5	1 5/8	19.5	1 5/8	19.5	1 5/8	19.5
14	1 3/4	21.0	21.0	1 3/4	21.0	1 3/4	21.0	1 3/4	21.0
15	1 7/8	22.5	22.5	1 7/8	22.5	1 7/8	22.5	1 7/8	22.5
16	2	24.0	24.0	2	24.0	2	24.0	2	24.0
17	2 1/8	25.5	25.5	2 1/8	25.5	2 1/8	25.5	2 1/8	25.5
18	2 1/4	27.0	27.0	2 1/4	27.0	2 1/4	27.0	2 1/4	27.0
19	2 3/8	28.5	28.5	2 3/8	28.5	2 3/8	28.5	2 3/8	28.5
20	2 1/2	30.0	30.0	2 1/2	30.0	2 1/2	30.0	2 1/2	30.0
21	2 5/8	31.5	31.5	2 5/8	31.5	2 5/8	31.5	2 5/8	31.5
22	2 3/4	33.0	33.0	2 3/4	33.0	2 3/4	33.0	2 3/4	33.0
23	2 7/8	34.5	34.5	2 7/8	34.5	2 7/8	34.5	2 7/8	34.5
24	3	36.0	36.0	3	36.0	3	36.0	3	36.0
25	3 1/8	37.5	37.5	3 1/8	37.5	3 1/8	37.5	3 1/8	37.5
26	3 1/4	39.0	39.0	3 1/4	39.0	3 1/4	39.0	3 1/4	39.0
27	3 3/8	40.5	40.5	3 3/8	40.5	3 3/8	40.5	3 3/8	40.5
28	3 1/2	42.0	42.0	3 1/2	42.0	3 1/2	42.0	3 1/2	42.0
29	3 5/8	43.5	43.5	3 5/8	43.5	3 5/8	43.5	3 5/8	43.5
30	3 3/4	45.0	45.0	3 3/4	45.0	3 3/4	45.0	3 3/4	45.0
31	3 7/8	46.5	46.5	3 7/8	46.5	3 7/8	46.5	3 7/8	46.5
32	4	48.0	48.0	4	48.0	4	48.0	4	48.0
33	4 1/8	49.5	49.5	4 1/8	49.5	4 1/8	49.5	4 1/8	49.5
34	4 1/4	51.0	51.0	4 1/4	51.0	4 1/4	51.0	4 1/4	51.0
35	4 3/8	52.5	52.5	4 3/8	52.5	4 3/8	52.5	4 3/8	52.5
36	4 1/2	54.0	54.0	4 1/2	54.0	4 1/2	54.0	4 1/2	54.0
37	4 5/8	55.5	55.5	4 5/8	55.5	4 5/8	55.5	4 5/8	55.5
38	4 3/4	57.0	57.0	4 3/4	57.0	4 3/4	57.0	4 3/4	57.0
39	4 7/8	58.5	58.5	4 7/8	58.5	4 7/8	58.5	4 7/8	58.5
40	5	60.0	60.0	5	60.0	5	60.0	5	60.0

**SPECIAL NOTE:**  
THE AREA SHOWN ON THIS MAP IS A REPRESENTATION OF THE ACTUAL PROPERTY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE RECORD MAP. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD MAP. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD MAP.

**DATE:** 10/1/2010

**BY:** [Signature]

**FOR:** [Signature]

**FOR:** [Signature]

**FOR:** [Signature]

**FOR:** [Signature]

**FOR:** [Signature]

**FOR:** [Signature]

**FOR:** [Signature]

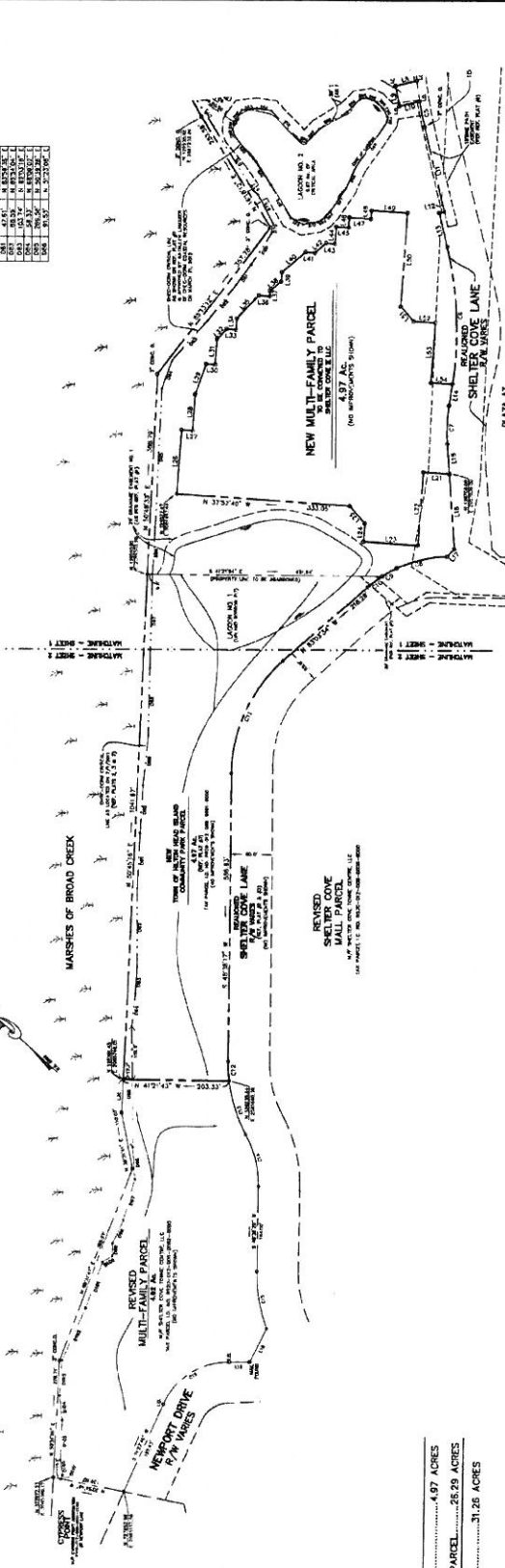
**FOR:** [Signature]

**FOR:** [Signature]

**FOR:** [Signature]

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501	15.37	5.772141	1
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509	20.72	6.372141	1
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511	20.72	6.372141	1
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SIGNATURE	DATE
THE CRITICAL LINE SHOWING ON THIS PLAT IS VALID FOR THE STATE OF MISSISSIPPI FOR THE SIGNATURE, SUBJECT TO THE CANTONMENT AND THE STATE OF MISSISSIPPI.	

[illegible]

<p> <u>STATUS OF INFO.</u>          1. <u>ALL INFO.</u> ON THIS CASE IS ON THE FILE ON THE SUBJECT AND HAS BEEN REVIEWED BY THE FBI. THE INFORMATION IS BEING FURNISHED TO YOU FOR YOUR INFORMATION ONLY.       </p>	<p>         DATE       </p>
<p> <u>SUBJECTIVE</u>          1. THE INFORMATION ON THE CHARGE OF VIOLATION OF FEDERAL LAWS IS BEING FURNISHED TO YOU FOR YOUR INFORMATION ONLY.       </p>	<p>         DATE       </p>

SHELTER COME & LLC  
 & THE TOWN OF HILTON HEAD ISLAND  
 135 2ND AVE. SHELTER COME & LLC  
 135 2ND AVE. SHELTER COME & LLC

U.S. HIGHWAY 278  
WILLIAM PETER PARKWAY

MALL BOULEVARD  
R/W VARIES

NO LEFT TURN

NO THROUGH TRUCKS

SHEET 2 OF 3  
THE U.S. DEPARTMENT OF TRANSPORTATION

BOUNDARY RECONFIGURATION  
OF  
3.66 ACRES NEW MULTI-FAMILY PARCEL &  
TOWN OF HILTON HEAD ISLAND PARCEL  
TOTALING 31.26 ACRES

A PORTION OF  
SHELTER COVE LANE  
SHELTER COVE COMMUNITY PARK  
HILTON HEAD ISLAND, BEaufORT COUNTY, SOUTH CAROLINA

DATE: 6/9/2005 JOB NO. SC000006-264

1" = 100'

**SURVEYING CONSULTANTS**  
WCS  
WILSON CONSULTANTS, INC.  
141 Westwood Blvd., Suite 200, Fort Mill, SC 29504  
Tel: 803.547.1100 Fax: 803.547.1101  
www.wilsonconsultants.com

Surveyed by: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_  
Date: \_\_\_\_\_






EXHIBIT "C"  
LETTER FROM COASTAL MARKETING SERVICES

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT ) AFFIDAVIT OF OWNERSHIP

The undersigned, under oath, does hereby depose and state that it is the fee simple, absolute owner of the real property more fully described on Exhibit A attached hereto pursuant to that certain Deed dated December 17, 2013, from Shelter Cove Towne Centre, LLC, a South Carolina limited liability company, to Shelter Cove II, LLC, as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 3299 at Page 3329; and further that representatives of the Town of Hilton Head Island have permission to enter the property and the undersigned agrees to hold harmless any such representative, except for acts of negligence or damage.

Further Deponent sayeth not.

SHELTER COVE II, LLC  
a South Carolina limited liability company

By: MPR Consultants, Inc., a Georgia  
corporation, as its Manager

By: [Signature]  
Victor J. Mills

Its: President

SWORN to before me this 11 day of  
June, 2015.

[Signature]  
Notary Public for Georgia  
My Commission Expires: 3/27/16



**Exhibit A**  
**Legal Description**

ALL those certain pieces, parcels or tracts of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, shown and designated as **Revised Multi-Family Parcel, 4.62 Acres and Town of Hilton Head Island Community Park Parcel, 4.97 Acres** on a plat entitled "SUBDIVISION PLAT OF SHELTER COVE MALL AREA, A SECTION OF SHELTER COVE, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA", prepared by Terry G. Hatchell, SCRLS No. 11059 of Surveying Consultants, Inc. dated December 11, 2013 and recorded on December 20, 2013 in the ROD Office for Beaufort County, South Carolina in Plat Book 00138 at Page 0002 (the "Plat"). Said parcels of land having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.



# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri B. Lewis, AICP, *LMO Official*  
**FROM:** Heather L. Colin, AICP, *Development Review Administrator*  
**CC:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** July 16, 2015  
**SUBJECT:** Addendum #1 to that Certain Amended and Restated Development Agreement for Shelter Cove Mall  
Proposed Ordinance No. 2015-17

---

### **Recommendation:**

The Planning Commission met on July 15, 2015 to review the attached Proposed Addendum #1 to that Certain Amended and Restated Development Agreement for Shelter Cove Mall that includes a shift and reallocation of Multifamily Dwelling Units, an additional land exchange, a change in height regulations and other related modifications. After a public meeting the Commission voted 6-0-0 to recommend that Town Council approve the proposed Addendum. Commissioner Caroline McVitty, Commissioner Todd Theodore and Commissioner Bryan Hughes were not present.

The Planning Commission stated the importance of connecting pathways whenever possible and questioned what the condition of the property of the 'Proposed Community Park Expansion' would be at the time of the exchange.

### **Summary:**

The proposed reallocation and shift in the location of the multifamily dwelling units has created the need to approve an Addendum to the current Development Agreement. This has caused the need to change other elements in the agreement which include the following:

- The proposal adds additional land and revises the area that will be subject to the regulations in the Amended Development Agreement dated November 19, 2014, proposed Addendum #1 and any subsequent addendums or revisions.
- The proposal includes the Veteran's Memorial in the land that is subject to the Development Agreement as a means to comply with LMO requirements such as setbacks, buffers and open space as well as property to the northeast of Multifamily Site #2. Staff is concerned that this may result in unexpected encumbrances placed on this Town Park and may grant SCTC approval authority for future modifications to this park.
- The property is subject to the regulations in the LMO that was in affect at the time of the initial Agreement, and not the recently adopted LMO, October 16, 2012.

- The proposed Concept Plan shows a Proposed Community Park Expansion. Plans for the property which is proposed to be Town owned will be required to go through the proper procedures for plans and construction. If this proposal moves forward, it will include a PPR (Public Project Review), and review by other Town Commissions, Boards, and Subcommittees, such as the Parks and Recreation Commission.
- The multifamily buildings on both Site #1 and #2 will not exceed 4 stories and 67' in height. The current provision is no more than 75', which is the regulation for the PD-1 districts as stated in the LMO.
- There are proposed provisions concerning the design and implementation of a Stormwater Master Plan which may allow them to be exempt from various stormwater requirements in the LMO. The concept plan shows the lagoon that is identified to be used for stormwater on the Town owned portion of property.
- Pathway connections will be constructed by the Developer and the Town will be granted easements. The pathways will be designed to be used for emergency access vehicles in the same manner as the previous Agreement required. It is unclear who is responsible to build the pathway in front to the Veteran's Memorial along Shelter Cove Lane.
- Multifamily Site #2 will be subject to all adjacent use buffers as outlined in the previous LMO; however, the standards for open space, tree coverage and pervious area will not have to be satisfied on a site specific basis, rather the development as a whole which includes the entire Shelter Cove Towne Centre and Shelter Cove Community Park will comply with the standards.
- There are no additional modifications from the LMO requested. The development is required to comply with the terms of the Agreement, the LMO in effect October 16, 2012, which includes but is not limited to natural resources and tree removal, wetland impacts, parking, and buffers and setbacks.
- The proposed Exchange Agreement outlines specific requirements associated with the land swap. The proposal includes a requirement that deed restrictions are recorded with the properties requiring that the property that will transfer to the Town be used as a park or green space and for no other purposes.

### **Background:**

On **November 19, 2014** Town Council approved an Amended and Restated Development Agreement between Shelter Cove Towne Centre, LLC and Town of Hilton Head Island for the redevelopment of the Mall at Shelter Cove, now known as Shelter Cove Towne Centre.

On **June 9, 2015** Town Council approved the initiation of an application to be submitted by Shelter Cove Towne Centre to submit a Zoning Map Amendment application for Town owned property located further along Shelter Cove Lane. This would begin the public process for consideration of a plan that would involve a land swap and reconfiguration of the apartments.

**AN ORDINANCE OF THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF ADDENDUM #1 TO THAT CERTAIN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SHELTER COVE MALL WITH SHELTER COVE TOWNE CENTRE, LLC AND SHELTER COVE II, LLC FOR THE REDEVELOPMENT OF PROPERTY PREVIOUSLY KNOWN AS THE MALL AT SHELTER COVE AND SURROUNDING PROPERTY, 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, on or about November 19, 2014, the Town of Hilton Head Island, South Carolina, Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC entered into that certain Amended and Restated Development Agreement for Shelter Cove Mall (“Development Agreement”), which provided for terms and conditions governing the redevelopment of property located on Hilton Head Island, previously known as The Mall at Shelter Cove; and,

WHEREAS, the Development Agreement was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 2, 2014 in Book 3363 at Page 1306; and,

WHEREAS, the parties desire to execute an Addendum to the Development Agreement to provide for, among other things, a revised Concept Plan and to reflect other matters which have changed since the Development Agreement was recorded, in a form entitled “Addendum #1 to that certain Amended and Restated Development Agreement” (“Addendum”); and,

WHEREAS, the State of South Carolina has enacted the South Carolina Local Government Development Agreement Act, Section 6-31-10, *et seq.* of the South Carolina Code of Laws (1976), as amended (the “Act”); and



WHEREAS, the Act authorizes local governments, including the city council of a municipality, to enter into development agreements with developers to accomplish the goals as set forth in the Act; and

WHEREAS, pursuant to and under the terms of the Act, the Development Agreement would provide assurances to the parties that they may proceed with the proposed development, and memorialize certain agreements between the parties with respect to the property and its development; and

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina, has determined that it is in the best interests of the Town to execute the Addendum, or one substantially similar in form and substance, a copy of which is attached hereto as Exhibit "A".

**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 Addendum in a substantially similar form to that attached hereto as Exhibit "A"; 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 Addendum, as authorized hereby.

***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.

**PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

\_\_\_\_\_  
David G. Bennett, Mayor

ATTEST:

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

First Public Hearing: July 15, 2015

Second Public Hearing: \_\_\_\_\_

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 )

**ADDENDUM #1 ("Addendum") TO THAT  
CERTAIN AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT DATED  
NOVEMBER 19, 2014, AND APPROVED  
BY THE TOWN OF HILTON HEAD  
ISLAND PURSUANT TO ORDINANCE  
NO. \_\_\_\_\_, ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, A COPY OF WHICH IS  
ATTACHED HERETO AND MARKED  
EXHIBIT "C"**

1. This Addendum ("Addendum") was approved by the Town of Hilton Head Island, South Carolina (the "Town") pursuant to Ordinance \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, in accordance with the Town of Hilton Head Land Management Ordinance dated October 7, 2014, and in accordance with the South Carolina Local Government Development Agreement Act (the "Act") and pursuant to Section 16-1-108(E)(3) of the LMO.

2. This Addendum and the provisions contained herein shall incorporate into the Shelter Cove Mall Redevelopment the parcel identified as "N/F Town of Hilton Head Island Parcel, 26.29 Ac." as shown on the plat entitled "Boundary Reconfiguration of 4.97 Acre New Multi-Family Parcel and 26.29 Town of Hilton Head Parcel, Totaling 31.26 Acres, a Portion of Shelter Cove Lane, Shelter Cove Community Park" prepared by Surveying Consultants, dated June 1, 2015, a copy of which is attached hereto and marked Exhibit "A" (the "Town Parcel"), provided, however, nothing herein shall be deemed to require the Town to expend any funds on or make any improvements to any parks within the Shelter Cove Mall Redevelopment.

3. On the 16<sup>th</sup> day of October, 2012, the Town enacted Ordinance 2012-25 (Proposed Ordinance 2012-23) entitled:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH SHELTER COVE TOWNE CENTRE, LLC FOR THE REDEVELOPMENT OF THE MALL AT SHELTER COVE PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 (SUPP. 2011), AND SEC. 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

EXHIBIT “A”

4. Pursuant to the Ordinance set forth in Paragraph 3 above, on the 16<sup>th</sup> day of October, 2012, Shelter Cove Towne Centre, LLC and the Town did enter into a Development Agreement for the redevelopment of the Mall at Shelter Cove.

5. On the 16<sup>th</sup> day of October, 2012, the Town did enact Ordinance 2012-26 (Proposed Ordinance 2012-24) entitled:

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, IN EXCHANGE FOR LAND OWNED BY SHELTER COVE TOWNE CENTRE, LLC IN CONJUNCTION WITH THE MALL AT SHELTER COVE DEVELOPMENT AGREEMENT AND 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, As Amended); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6. On the 19<sup>th</sup> day of November, 2014, the Town enacted Ordinance 2014-30 (Proposed Ordinance 2014-25) entitled:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SHELTER COVE MALL WITH SHELTER COVE TOWNE CENTRE, LLC AND SHELTER COVE II, LLC FOR THE REDEVELOPMENT OF THE PROPERTY KNOWN GENERALLY AS THE MALL AT SHELTER COVE, 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.

7. On November 25, 2014, the Town entered into an Amended and Restated Development Agreement for Shelter Cove Mall with Shelter Cove Towne Centre, LLC, a South Carolina limited liability company, and Shelter Cove II, LLC, a South Carolina limited liability company.

8. On the 4<sup>th</sup> day of May, 2014, Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC (hereinafter collectively referred to as “the Developer”), as Applicant, submitted to the Town the following:

ZONING MAP AMENDMENT OF SHELTER COVE TOWNE CENTRE, LLC, AND SHELTER COVE II, LLC, FOR AMENDMENT OF THE TOWN OF HILTON HEAD ZONING MAP PROVIDING FOR THE REDUCTION OF THE ALLOWABLE MULTI-FAMILY RESIDENTIAL DWELLING UNITS

## EXHIBIT “A”

ON THAT CERTAIN 42.45 ACRE PORTION OF THE PARCEL IDENTIFIED AS PARCEL 26 ON BEAUFORT COUNTY TAX MAP 12B (THE “MALL TRACT”) AND THE INCREASE IN THE NUMBER OF MULTI-FAMILY RESIDENTIAL DWELLING UNITS ON PROPERTY OWNED BY THE TOWN (“TOWN PARCEL”) OF HILTON HEAD ISLAND BEING A 9.3 ACRE PORTION OF THE PARCEL IDENTIFIED AS PARCEL 12 ON BEAUFORT COUNTY TAX MAP 12C ADJACENT TO THE MALL TRACT (EXCEPT FOR THE AMENDMENT TO THE ZONING MAP APPLIED FOR HEREIN, THE USES AND DENSITIES PROVIDED FOR IN ZMA #120006 REMAIN UNCHANGED AND CONTINUE IN FULL FORCE AND EFFECT).

9. On the 19<sup>th</sup> day of November, 2014, the Town enacted Ordinance 2014-29 (Proposed 2014-24) entitled:

AN ORDINANCE TO AMEND TITLE 16, “THE LAND MANAGEMENT ORDINANCE” OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-4-102, THE OFFICIAL ZONING MAP AND THE PALMETTO DUNES RESORT MASTER PLAN WITH RESPECT TO THE CERTAIN PARCELS IDENTIFIED AS PARCEL 12 ON BEAUFORT COUNTY TAX MAP #12B, AND A 9.3 ACRE PORTION OF PARCEL 12 ON BEAUFORT COUNTY TAX MAP #12C, WITHIN THE PALMETTO DUNES RESORT MASTER PLAN UNDER THE PD-1 PLANNED DEVELOPMENT MIXED USE DISTRICT, TO DECREASE THE NUMBER OF MULTIFAMILY DWELLING UNITS ON PARCEL 26, TAX MAP #12B TO 50; INCREASE THE NUMBER OF MULTIFAMILY DWELLING UNITS ON PARCEL 12, TAX MAP #12C TO 210; THE AGGREGATE TOTAL OF DWELLING UNITS FOR BOTH PROPERTIES WOULD NOT EXCEED 240 UNITS; AND NO OTHER CHANGES TO THE MASTER PLAN LAND USE DESIGNATIONS AND ASSOCIATED DENSITIES FOR THE PROPERTIES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

10. On the 16th day of June, 2015, pursuant to the Ordinance of the Town set forth in Paragraph 5 above, and in accordance with Article IV, Section C of the Amended and Restated Development Agreement for Shelter Cove Mall, the Town conveyed to Shelter Cove II, LLC, a 4.97 acre parcel identified as the “New Multi-Family Parcel” more clearly shown on Exhibit “A”, and in exchange therefore Shelter Cove Towne Centre, LLC, did convey to the Town that certain 4.97 acre parcel described as “New Town of Hilton Head Island Community Park Parcel” and simultaneously committed to convey to the Town that certain 0.17 acre parcel located within the Revised Multi-Family Parcel to the northwest thereof as shown on Exhibit “A”.

EXHIBIT “A”

11. On the \_\_\_\_\_ day of June, 2015, Shelter Cove Towne Centre, LLC and Shelter Cove II, LLC, as Applicant, filed with the Town a Zoning Map Amendment Application for amendment to the Town Zoning Map entitled as follows:

THE ZONING MAP AMENDMENT APPLICATION OF SHELTER COVE TOWNE CENTRE, LLC AND SHELTER COVE II, LLC FOR AMENDMENT OF THE TOWN OF HILTON HEAD ZONING MAP PROVIDING FOR THE INCREASE IN THE NUMBER OF MULTI-FAMILY RESIDENTIAL DWELLING UNITS ON PROPERTY OWNED BY THE TOWN (“TOWN PARCEL”) OF HILTON HEAD ISLAND ON THE PARCEL IDENTIFIED AS PARCEL 12 ON BEAUFORT COUNTY TAX MAP 12C (P/O TAX PARCEL I.D. NO. R520-012-00C-0002-0000) ADJACENT TO THE REVISED SHELTER COVE MALL PARCEL (as hereinafter identified) (EXCEPT FOR THE AMENDMENT TO THE ZONING MAP APPLIED FOR HEREIN, THE USES AND DENSITIES PROVIDED FOR IN ZMA #000659-2014 REMAIN UNCHANGED AND CONTINUE IN FULL FORCE AND EFFECT).

The Zoning Map Amendment Application applied for amendment to the Palmetto Dunes Resort Master Plan and its associated text to modify the allowable number of multi-family residential units allowed on the Multi-Family Site #1 to between 120 to 150 RDUs, and Multi-Family Site #2 to between 80-120 RDUs, provided, however, that the total number of multi-family residential dwelling units on Multi-Family Site #1 and Multi-Family Site #2 shall never exceed 240 multi-family residential dwelling units.

12. In order to accomplish the objectives contained within the Zoning Map Amendment Application as set forth above, the Developer and the Town propose to exchange the parcel as shown on the Concept Plan (“Concept Plan”) entitled “Shelter Cove Towne Centre Apartments, Alternate Concept Plan Study 2”, dated April 21, 2015, prepared by Wood & Partners, Inc., said Concept Plan being attached hereto and marked Exhibit “B”, identified thereon as “Proposed Community Park Expansion” (the “Proposed Community Park Expansion”) owned by the Developer for Multi-Family Site #2 owned by the Town as shown on the Concept Plan pursuant to the terms and conditions of that certain Exchange Agreement to be entered into between the parties and attached hereto as Exhibit “D”. Prior to the Town’s conveyance of the Multi-Family Site #2 to Developer, the Town shall place restrictions on the Multi-Family Site #2 parcel prohibiting: (a) converting apartments to condominiums; (b) rentals of apartments for less than twelve (12) months per lease; and (c) sub-letting of apartments by tenants. Notwithstanding anything contained herein or in the Exchange Agreement, in the event



## EXHIBIT “A”

the closing under the Exchange Agreement has not occurred within ninety (90) days of the date of this Addendum, Developer may elect to terminate this Addendum and the Exchange Agreement and the parties will cooperate to rezone any property as may be necessary to revert back to the original zoning classifications.

13. As a result of the location of the multi-family units on Multi-Family Site #2, Developer has conducted a traffic study to determine the impact of the additional traffic utilizing Shelter Cove Lane from Multi-Family Site #2 as it enters into U.S. Hwy. 278. This traffic study shall be agreed by the Town to be in lieu of the traffic study provided for under LMO Section 16-3-1301, *et seq.* If the updated traffic study of Developer indicates the possibility of certain existing deficiencies at the entrances of Shelter Cove Lane into U.S. Hwy. 278, the correction of such deficiencies may be paid for by the Town at its discretion.

14. The Town and the Developer agree that the multi-family buildings located on Multi-Family Site #1 and Multi-Family Site #2 as shown on Exhibit “B” shall not exceed four stories and sixty-seven (67’) feet in height.

15. Unless stated to the contrary herein, the provisions contained with the Amended and Restated Development Agreement shall apply to all provisions contained herein. The development of improvements on Multi-Family Site #2 will include the design and implementation of a Stormwater Master Plan, the elements of which must be fully compliant with the LMO and/or otherwise approved by the Town. The Master Plan will propose modifications to the existing stormwater infrastructure to meet the stormwater standards in the Town Land Management Ordinance. The Town agrees to use best efforts to assist in approving the Master Plan and granting any licenses or easements necessary to permit Developer to construct and utilize necessary improvements and utilize the existing lagoon owned by the Town east of Multi-Family Site #2.

Notwithstanding US Army Corps of Engineers (USACE) and OCRM determinations, the pond to the east of Multi-Family Site #2 shall be treated as stormwater management facilities and shall not be considered tidal or freshwater wetlands for the purposes of application of the Town of Hilton Head Island LMO. The pond remains subject to all requirements of USACE and OCRM.

Since modifications will be made to the pond to the east of Multi-Family Site #2 that will significantly improve stormwater management for water quality improvement by providing for

## EXHIBIT "A"

first-flush retention with 48-hour drawdown, no prior or additional filtration on site will be required. Best efforts will be made to incorporate prior or additional on-site treatment where practical.

16. Developer shall be responsible for the construction of a pathway connecting the east side of the Community Park to the west side of Veterans Memorial Park and a pathway from the east side of Veterans Memorial Park to the existing lagoon on the east side of Multi-Family Site #2, and to provide public access easements over all such pathways to provide for the use and enjoyment of same by the general public and for fire protection. Upon the creation of such easements, the Town shall be responsible for the maintenance of such pathways and agrees that use of, access to, and travel upon the pathways shall be under the exclusive control of the Town, and the Town shall at all times comply with all applicable laws, rules, codes, and regulations concerning the use and maintenance of the pathways as described herein.

17. Town and Developer will agree to cooperate with each other in obtaining any permits or approvals necessary for the construction of improvements contemplated by this Addendum and to sign any necessary permits or approvals relative to property belonging to the other party relative to same.

18. Upon approval by the Town of this Addendum to the Amended and Restated Development Agreement, all rights, terms, conditions, limitations, restrictions, and LMO references contained within the Amended and Restated Development Agreement for Shelter Cove Mall, and which are not contrary to the provisions of this Addendum, shall remain in full force and effect and be applicable to all property and provisions set forth herein. For the purposes of clarification, the Town Parcel and Multi-Family Site #2 are to be considered a part of the Shelter Cove Mall Tract for the purposes of setbacks, buffers, pervious areas, and open space. Further, any exhibits contained within or referenced by the Amended and Restated Development Agreement for Shelter Cove Mall are hereby amended, revised and/or modified to the extent necessary to reflect the provisions of this Addendum.

EXHIBIT "A"

(SIGNATURE PAGES FOLLOW)

**IN WITNESS WHEREOF**, the Town has caused this Addendum to the Amended and Restated Development Agreement to be signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2015, pursuant to Ordinance No. \_\_\_\_\_, duly adopted by the Town Council of the Town on \_\_\_\_\_, 2015.

**SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE  
OF:**

\_\_\_\_\_

\_\_\_\_\_

**Town of Hilton Head Island, South  
Carolina**

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

Attest: \_\_\_\_\_

## EXHIBIT "A"

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

EXHIBIT "A"

**IN WITNESS WHEREOF**, Shelter Cove Towne Centre, LLC, has caused this Addendum to the Amended and Restated Development Agreement to be signed and sealed this \_\_ day of \_\_\_\_\_, 2015.

**SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE  
OF:**

**Shelter Cove Towne Centre, LLC,  
a South Carolina limited liability  
company**

By: MPR Consultants, Inc., a Georgia  
corporation, as its Manager

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

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

**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_  
personally appeared before me this day and acknowledged the due execution of the foregoing  
instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

EXHIBIT "A"

**IN WITNESS WHEREOF**, Shelter Cove II, LLC, has caused this Addendum to the Amended and Restated Development Agreement to be signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2015.

**SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE  
OF:**

**Shelter Cove II, LLC,  
a South Carolina limited liability  
company**

By: MPR Consultants, Inc., a Georgia  
corporation, as its Manager

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

\_\_\_\_\_  
  
**STATE OF**  
  
**COUNTY OF**

)  
)  
)

**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_  
personally appeared before me this day and acknowledged the due execution of the foregoing  
instrument.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

EXHIBIT “A”

EXHIBIT “A”

SURVEY



EXHIBIT “A”

EXHIBIT “B”

CONCEPT PLAN

EXHIBIT “A”

EXHIBIT “C”

TOWN ORDINANCE

EXHIBIT “A”

EXHIBIT “D”

EXCHANGE AGREEMENT

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EXCHANGE AGREEMENT OF:

+/- 4.45 Acres and +/- 4.4 Acres

By and Between

Shelter Cove II, LLC

and

The Town of Hilton Head Island, South Carolina

Dated \_\_\_\_\_

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF BEAUFORT                        )

**EXCHANGE AGREEMENT**

This Exchange Agreement (hereinafter the “Agreement”) is made and entered into by and between Shelter Cove II, LLC (hereinafter the “Seller”) and The Town of Hilton Head Island, South Carolina (hereinafter the “Purchaser”) on this \_\_\_\_ Day of \_\_\_\_\_, 2015.

WITNESSETH

1. *Sale and Purchase:* For and in consideration of the Town Property hereinafter described and agreed 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 herein, the Seller agrees to sell and the Purchaser agrees to purchase from Seller that certain real property and personal property known as the Developer Property located on Hilton Head Island, Beaufort County, South Carolina, and which is described herein below. The Seller shall use best efforts to equalize the acreage being swapped; however, the exact dimensions of Proposed Community Park Parcel and Multi-Family Site #2 will be determined prior to the Closing Date by virtue of a survey (or surveys) which shall be prepared by the parties, at the parties' expense to be shared equally, subject to the mutual agreement of the parties, which will show the exact metes, bounds and acreage of Proposed Community Park Parcel and Multi-Family Site #2, and which shall be in substantial conformance with the Concept Plan attached hereto as Exhibit "A". It is understood and agreed between Seller and Purchaser that all land constituting the aforementioned exchange of property shall be usable land which either party is able to make reasonable use of, and shall not

consist of impractical or unusable land remnants/slivers or other areas which provide little benefit to the Seller and/or Purchaser.

2. *Developer Property:* The Developer Property referred to in this Agreement is defined and described as follows:

(a) The Developer Real Property referred to in this Agreement is defined and described as follows:

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 4.45 acres, more or less, and shown and described as "Proposed Community Park Expansion" on the Concept Plan attached hereto as Exhibit "A" less and except that certain 0.17 acre portion to be conveyed to the Town as set forth in the Agreement between Developer and the Town dated June 5, 2015.

A Portion of Beaufort County TMS#: R520-012-00B-0082-0000

(hereinafter, the "Developer Real Property")

(b) *Developer Intangible Personal Property:* In connection with the Developer 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 "Developer Intangible Personal Property" and which are described as follows:

- (i) Any and all contract rights, declarant rights, access rights or easements, utility easements, covenant rights burdening other property in favor of the Developer 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, if any; and,
- (ii) Any and all rights, funds, rights to funds, including deductibles, associated with or related to any pending or previous environmental cleanup affecting

the Developer Real Property, if any.

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

(c) *Definition of the “Developer Property”*: Both the Developer Real Property and the Developer Intangible Personal Property are hereinafter referred to collectively as the “Developer Property”.

3. *Town Property*: The Town Property referred to in this Agreement is defined and described as follows:

- (a) The Town Real Property referred to in this Agreement is defined and described as follows:

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 4.4 acres, more or less, and shown and described as "Multi-Family Site #2" on the Concept Plan attached hereto as Exhibit “A”.

A Portion of Beaufort County TMS#: R520-012-00C-0002-0000

(hereinafter, the “Town Real Property”)

- (b) *Town Intangible Personal Property*: In connection with the Town Real Property, Purchaser 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 “Town Intangible Personal Property” and which are described as follows:

- (i) Any and all contract rights, declarant rights, access rights or easements, utility easements, covenant rights burdening other property in favor of the Town 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, if any; and,

- (ii) Any and all rights, funds, rights to funds, including deductibles, associated with or related to any pending or previous environmental cleanup affecting the Town Real Property, if any.
- (iii) Any and all other rights, contracts, easements, contract rights or governmental or other approvals, regardless of description, which affect, touch or concern the Town Real Property in any way, shape or form, regardless of description, if any.

(c) *Definition of the "Town Property"*: Both the Town Real Property and the Town Intangible Personal Property are hereinafter referred to collectively as the "Town Property".

4. *Current Survey*: See Article 1 above.

4.01 *Delivery of Documents by Seller*:

(a) Within fifteen (15) days of the Effective Date as defined herein, Seller shall deliver or cause to be delivered to Purchaser copies of the following documents:

- (i) Any existing title insurance policies in the possession of Seller or Seller's attorney insuring title to the Developer Real Property.
- (ii) Copies of any documents evidencing utility allocations or capacity or other contracts benefiting the Developer Real Property.
- (iii) Any and all documents relating to any rights or obligations which run to or from the Developer Real Property.
- (iv) Copies of all engineering studies, wetland delineations, environmental studies, surveys and the like of the Developer Real Property which are in Seller's possession. Such studies may be given with appropriate disclaimers.
- (v) Copies of any reports, studies or documentation of any type pertaining to any ongoing or previous environmental cleanup affecting the Developer Real Property.

(b) *Return of Documents*: If this Agreement is terminated for any reason other than Default of Seller, Purchaser shall, within five (5) days following such termination, deliver to Seller all documents and materials relating to the Developer Property previously delivered to

Purchaser by Seller. The return of such documents shall not affect the right of either party to seek legal or equitable remedies as provided under elsewhere in this Agreement.

4.02 *Delivery of Documents by Purchaser:*

(a) Within fifteen (15) days of the Effective Date as defined herein and upon demand by Seller, Purchaser shall deliver or cause to be delivered to Seller copies of the following documents:

- (i) Any existing title insurance policies in the possession of Purchaser or Purchaser's attorney insuring title to the Town Real Property.
- (ii) Copies of any documents evidencing utility allocations or capacity or other contracts benefiting the Town Real Property.
- (iii) Any and all documents relating to any rights or obligations which run to or from the Town Real Property.
- (iv) Copies of all engineering studies, wetland delineations, environmental studies, surveys and the like of the Town Real Property which are in Purchaser's possession. Such studies may be given with appropriate disclaimers.
- (v) Copies of any reports, studies or documentation of any type pertaining to any ongoing or previous environmental cleanup affecting the Town Real Property.

(b) *Return of Documents:* If this Agreement is terminated for any reason other than Default of Purchaser, Seller shall, within five (5) days following such termination, deliver to Purchaser all documents and materials relating to the Property previously delivered to Seller by Purchaser. The return of such documents shall not affect the right of either party to seek legal or equitable remedies as provided elsewhere in this Agreement.

5. *Escrow Deposit:* Upon execution of this Agreement, no escrow deposit or similar payment shall be made by Purchaser or Seller with Escrow Agent hereinafter described.

6. *Purchaser's Title:* Seller shall provide Purchaser with good and marketable title to the

Developer Property by Deed of General Warranty, free and clear of any and all monetary liens and encumbrances.

(a) *Title Evidence:* Within thirty (30) days after the Effective Date as defined herein, 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 Developer Real Property in the name of the Purchaser in an amount equal to the then-current market value of the Developer Real Property. 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 Developer Property shall be vested in the Seller, and the Commitment shall show and evidence:

- (i) That fee simple, marketable title to the Developer Real Property is vested in the Seller;
- (ii) That title to the Developer Real Property is in the condition required by this Article 6. 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.

(b) *Objections to Title:* If Purchaser's title examination or the Commitment shall reveal that Seller's title to the Developer 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 Developer 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 Developer Real Property in its then-existing condition.

(c) *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 a Title Insurance Policy insuring title to the Developer Real Property at standard rates and with only the standard exceptions.

(d) *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:

- (i) Closing this transaction in accordance with the terms and conditions hereof, and accepting title to the Developer Real Property in its then-existing condition by deed, taking exception to such unCured Title Defects, with such additional terms and conditions as are agreed to by the Parties; or,
- (ii) Terminating this Agreement, whereupon Purchaser and Seller shall thereafter be released from any and all further obligations or liabilities to one another arising under or out of this Agreement.

(e) *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.

- (i) The Purchaser shall notify the Seller of any Title Defects arising subsequent to delivery of the Title Commitment prior to closing.
- (ii) Upon notification to Seller by Purchaser of any Title Defects arising subsequent to delivery of the Title Commitment, the “Cure” provisions of this Article 6 shall become effective.

7. *Seller’s Title:* Subject to Article 7(f) below, Purchaser shall provide Seller with good and marketable title to the Town Property by Deed of General Warranty, free and clear of any and all monetary liens and encumbrances.

(a) *Title Evidence:* Within thirty (30) days after the Effective Date as defined herein, Seller may obtain a current ALTA Owner’s Title Insurance Commitment (the “Commitment”) underwritten on, and issued by, a Title Insurance Company of the Seller’s choosing (hereinafter, the “Title Company”), by which Commitment the Title Company shall agree to insure fee simple marketable title to the Town Real Property in the name of the Seller in an amount equal to the then-current market value of the Town Real Property. Purchaser and Seller understand and agree that as of the date of the Title Commitment and the Closing Date, fee simple marketable title to the Town Property shall be vested in the Purchaser, and the Commitment shall show and evidence:

- (i) That fee simple, marketable title to the Town Real Property is vested in the Purchaser;
- (ii) That title to the Town Real Property is in the condition required by this Article 7. 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 Seller.

(b) *Objections to Title:* If Seller’s title examination or the Commitment shall reveal

that Purchaser's title to the Town 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 Seller's proposed use of the Town Real Property, then Seller shall notify Purchaser, in writing, of such title defects and Seller'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 Seller delivers said written objections within the said five (5) day period following the delivery of the Commitment, it shall be conclusively deemed that Seller has accepted title to the Town Real Property in its then-existing condition.

(c) *Purchaser's Right to Cure:* Purchaser shall have thirty (30) days from receipt of Seller's written notice of any Title Defects to Cure (hereinafter defined), or to cause to be Cured, the Title Defects. Purchaser 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 Purchaser to Cure the Title Defects shall extend beyond the Closing Date, and Purchaser 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 Purchaser delivers written notice to Seller 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 a Title Insurance Policy insuring title to the Town Real Property at standard rates and with only the standard exceptions.

(d) *Purchaser's Failure to Cure:* If Purchaser 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 Seller shall have the option of:

- (i) Closing this transaction in accordance with the terms and conditions hereof, and accepting title to the Town Real Property in its then-existing condition by deed, taking exception to such unCured Title Defects, with such additional terms and conditions as are agreed to by the Parties; or,
  - (ii) Terminating this Agreement, whereupon Purchaser and Seller shall thereafter be released from any and all further obligations or liabilities to one another arising under or out of this Agreement.
- (e) *Subsequent Matters:* The Purchaser 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 Seller shall not be deemed a waiver of any Title Defect arising between the date of delivery of the Commitment and the date of Closing.
  - (i) The Seller shall notify the Purchaser of any Title Defects arising subsequent to delivery of the Title Commitment prior to closing.
  - (ii) Upon notification to Purchaser by Seller of any Title Defects arising subsequent to delivery of the Title Commitment, the “Cure” provisions of this Article 7 shall become effective.
- (f) Prior to the Town’s conveyance of the Town Property to Developer, the Town shall place restrictions on the Town Property prohibiting: (a) converting apartments to condominiums; (b) rentals of apartments for less than twelve (12) months per lease; and (c) sub-letting of apartments by tenants. Said restrictions shall be in substantial conformance with the attached Exhibit “D-2”.

8. *Closing:* This transaction shall be “Closed” at 10 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. At Closing, title to the Developer Property shall be conveyed from Seller to Purchaser by delivery of the Deed and other documents required herein from Seller to Purchaser. Also at Closing, title to the Town Property shall be conveyed from Purchaser to Seller by delivery of the Deed and other documents required herein from Purchaser to Seller. Subject to



fulfillment of all of the Seller's and Purchaser'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 following the later of: (a) the Effective Date of this Agreement, or (b) completion of a survey(s) showing the exact dimensions of the Developer Property and the Town Property as further described in Section 11 of the Addendum to which this Agreement is attached (the "Closing Date").

8.01. *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 (the "Deed") so as to convey to Purchaser Fee Simple, Marketable Title to the Developer Real Property, as provided herein above. The Deed shall be in recordable form, with documentary stamps (if any) affixed, executed by the Seller and duly acknowledged before a Notary Public. The Deed will provide that the Developer Real Property shall be restricted for use as a park or greenspace and for no other purpose.
- (b) 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.
- (c) 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 Developer Real Property for ninety (90) days immediately preceding the Closing Date for which the cost thereof remains unpaid.
- (d) Seller's/Owner's Affidavit and Indemnity (GAP Affidavit).
- (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. § 12-8-580 and SC Revenue Advisory Bulletin #02-6.
- (f) Full and complete releases, in recordable form, of any mortgages, liens, claims or other encumbrances to the title of the Developer Real Property, except as may be otherwise provided in this Agreement.
- (g) An Absolute Assignment by Seller to Purchaser of any and all of Seller's rights, privileges, permits, easements, licenses and approvals, if any, which may exist regarding or

incidental to the Developer Property in any way, or the present or future development of the Developer Property, including but not limited to those set forth herein above.

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

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

(a) A Good and sufficient General Warranty Deed (the "Deed") so as to convey to Purchaser Fee Simple, Marketable Title to the Town Real Property, as provided herein above. The Deed shall be in recordable form, with documentary stamps (if any) affixed, executed by the Purchaser and duly acknowledged before a Notary Public.

(b) A "Certification by Entity Transferor," certifying that the Purchaser 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.

(c) 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 Seller, of any claims of lien or potential lienors and further attesting that there have been no improvements to the Town Real Property for ninety (90) days immediately preceding the Closing Date for which the cost thereof remains unpaid.

(d) Owner's Affidavit and Indemnity (GAP Affidavit).

(e) A South Carolina residency affidavit certifying the address, Residence and Federal Identification Number of Purchaser to establish the withholding requirements of S. C. Code Ann. § 12-8-580 and SC Revenue Advisory Bulletin #02-6.

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

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

9. *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 either (a) terminate this Agreement by written notice to Purchaser, or (b) pursue any remedy at law or in equity against the Purchaser. The provisions of this Article 9 shall be binding upon the successors and assigns of the Purchaser, and shall survive the Closing of the transaction contemplated herein.

10. *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 either (a) terminate this Agreement by written notice to Purchaser, or (b) in the alternative, pursue any remedy at law or in equity against the Seller. The provisions of this Article 10 shall be binding upon the successors and assigns of the Seller, and shall survive the Closing of the transaction contemplated herein.

11. *Conditions to Purchaser's Obligation to Close:* The obligation of the Purchaser to purchase the Developer Property from the Seller in exchange for the Town Property 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 Developer 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 Developer Property or any portion thereof, or relating to or affecting or arising out of the ownership or development of the Developer 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.

(c) Approval of the terms of this Agreement, and the Addendum to which this Agreement is attached, by the Town Council for The Town of Hilton Head Island, South Carolina.

(d) In the event any of the above stated conditions is not satisfied or waived in writing by Purchaser prior to Closing, this Agreement shall terminate on the Option of the Purchaser and neither Party shall have any further obligation or rights with respect to the other.

12. *Conditions to Seller's Obligation to Close:* The obligation of the Seller to sell the Developer Property to the Purchaser in exchange for the Town Property 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 Seller at or prior to Closing):

(a) All of the representations and warranties of the Purchaser 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 Town 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 Town Property or any portion thereof, or relating to or affecting or arising out of the ownership or development of the Town 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.

(c) In the event any of the above stated conditions is not satisfied or waived in writing by Purchaser prior to Closing, this Agreement shall terminate on the Option of the Seller and neither Party shall have any further obligation or rights with respect to the other.

13. *Representations and Warranties of Seller:* To induce Purchaser to enter into this Agreement and to purchase the Developer Property in exchange for the Town 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 Deed 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 Deed 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 Developer Property, and no materials will have been delivered to the Developer Property that might provide the basis for the filing of a Mechanic's, Materialman's or other lien against the Developer Property or any portion thereof. The requirements set forth in this Article 13 shall be deemed satisfied by Seller's delivery at Closing of an executed copy of the Seller's/Owner's Affidavit and Indemnity (GAP Affidavit).

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

(d) To the best of Seller's knowledge, there is no litigation now pending or threatened against the Seller which would materially affect the execution, delivery or enforceability of this Agreement, or the Seller's performance or other obligations hereunder.

14. *Representations and Warranties of Purchaser:* To induce Seller to enter into this Agreement and to sell the Developer Property in exchange for the Town Property, Purchaser represents and warrants (which representations and warranties shall survive the Closing) to Seller as follows:

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

(b) Other than work or material contracted for by Seller, as of the Closing, no work will have been performed or will be in process at the Town Property, and no materials will have been delivered to the Town Property that might provide the basis for the filing of a Mechanic's, Materialman's or other lien against the Town Property or any portion thereof.

(c) Other than is expressly provided for herein, Purchaser shall not grant any easements, or enter into any covenants or agreements concerning the Town Property or title to the Town Real Property, or in any other way affect the Town Property or title to the Town Real

Property without the written consent of Seller.

(d) To the best of Purchaser's knowledge, there is no litigation now pending or threatened against the Purchaser which would materially affect the execution, delivery or enforceability of this Agreement, or the Purchaser's performance or other obligations hereunder.

15. *Brokers:* Seller and Purchaser warrant and represent that no broker, finder, or other person is entitled to a commission, finder's fee or other compensation in connection with this Agreement, and Seller shall indemnify and hold harmless the Purchaser from any and all claims, liabilities, losses, damages, costs and expenses arising from the claim of any broker, finder or other person for such compensation, arising by, under or through Seller. The obligations under this Article 15 shall survive the Closing.

16. *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.

17. *Possession:* Possession of the Developer Property shall be delivered to the Purchaser at Closing; provided, however, that Purchaser provides an executed Deed to Seller of the Town Property in accordance with the terms of this Agreement at Closing. Possession of the Town Property shall be delivered to the Seller at Closing; provided, however, that Seller provides an executed Deed to Purchaser of the Developer Property in accordance with the terms of this Agreement at Closing.

18. *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, with Seller being responsible for such taxes with respect to the Developer Property and Purchaser being responsible for such taxes with respect to the Town Property. 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 19(a) shall survive the Closing and delivery of the Deed.

19. *Seller's Closing Costs:* Seller shall be responsible to pay for the Cost of:
- (a) 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 Developer Property deed;
  - (b) Recording of the Town Property Deed and any Town of Hilton Head Island, South Carolina Transfer Fee in connection therewith;
  - (c) As to the Town Property, the cost of any title insurance premium chargeable for the Commitment and any policy of Title Insurance issued therefrom; and,
  - (d) With regard to the Town Property, any other purchaser Closing Costs which are customary in Beaufort County, South Carolina; and,
  - (e) With regard to the Developer Property, any other seller Closing Costs which are customary in Beaufort County, South Carolina.
20. *Purchaser's Closing Costs:* Purchaser shall be responsible to pay the cost of:
- (a) 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 Town Property deed;
  - (b) Recording of the Developer Property Deed and any Town of Hilton Head Island, South Carolina Transfer Fee in connection therewith;
  - (c) As to the Developer Property, the Cost of any title insurance premium chargeable for the Commitment and any policy of Title Insurance issued therefrom;
  - (d) With regard to the Developer Property, any other purchaser Closing Costs which are customary in Beaufort County, South Carolina; and,
  - (e) With regard to the Town Property, any other seller Closing Costs which are customary in Beaufort County, South Carolina.
21. *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.

22. OMITTED.

23. *Damage or Risk of Loss for Developer Property:* The risk of loss or complete or partial destruction of the Developer Property shall rest with the Seller up to the time that the Closing occurs.

If the Developer Property is damaged, but repairable prior to Closing, Seller has the option of repairing and proceeding. If the Developer Property is damaged, but un-repairable prior to Closing, this Agreement shall be terminated and neither party shall have any further rights or obligations with respect to the other.

24. *Damage or Risk of Loss for Town Property:* The risk of loss or complete or partial destruction of the Town Property shall rest with the Purchaser up to the time that the Closing occurs.

If the Town Property is damaged, but repairable prior to Closing, Purchaser has the option of repairing and proceeding. If the Town Property is damaged, but un-repairable prior to Closing, this Agreement shall be terminated and neither party shall have any further rights or obligations with respect to the other.

25. *Condemnation of Developer Property:* If, between the date of this Agreement and the Closing, a taking or condemnation of the Developer Property is threatened, or commenced, 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 Developer 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 Developer Property without regard to such taking or condemnation. 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; 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 Developer 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.

26. *Condemnation of Town Property:* If, between the date of this Agreement and the Closing, a taking or condemnation of the Town Property is threatened, or commenced, Seller may elect, in writing, within five (5) days after receipt of notice from Purchaser 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 Town Property without regard to such condemnation. If Seller fails to notify Purchaser of Seller's election, Seller will be deemed to have elected to proceed with the purchase of the Town Property without regard to such taking or condemnation. If Seller elects to terminate this Agreement, Seller shall notify Purchaser of such election in writing; this Agreement shall be of no further force and effect; and Purchaser shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation. If Seller elects to purchase the Town Property despite such taking or condemnation, Purchaser shall assign its rights to and Seller shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation.

27. *Escrow Agent:* The "Escrow Agent" shall be Gregory M. Alford, Esq., Alford & Thoreson, LLC, 18 Executive Park Road, Building 1, Hilton Head Island, South Carolina 29928. If any dispute

should arise as to whether Escrow Agent is obligated to deliver any 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 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 the 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 27, 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. The Escrow Agent shall serve as Closing Agent for all Parties at settlement. Deposit with the Escrow Agent of the instruments of conveyance and such other 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.

28. *Conduct Prior to Closing:* From and after the date hereof, Seller shall not, without the prior written approval of the Purchaser, make any alterations or additions to the Developer Property except as required for maintenance or by law, sell, transfer, encumber, lease or rent all or any part of the Developer Property or change the status of title to the Developer Property; or cancel, assign or amend any license or permit or other right held by the Seller with respect to the Developer Property or any part thereof prior to Closing. From and after the date hereof, Purchaser shall not, without the prior written approval of the Seller, make any alterations or additions to the Town Property except as required for maintenance or by law, sell, transfer, encumber, lease or rent all or any part of the Town Property or change the status of title to the Town Property; or cancel, assign or amend any license or permit or other right held by the Purchaser with respect to the Town Property or any part thereof prior to Closing.

29. *Miscellaneous:*

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

29.02 *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.

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

29.04. *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.

29.05. *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.

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

29.07. *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.

29.08. OMITTED.

29.09. *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.

29.10. *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.

29.11. *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:	THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA 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

To Seller: Mark Senn  
President, Blanchard & Calhoun Commercial Corporation  
2743 Perimeter Parkway  
Building 200, Suite 370  
Augusta, Georgia 30909

With a copy to: William W. Jones, Jr., Esquire  
Jones, Simpson & Newton  
P.O. Box 1938  
Bluffton, South Carolina 29910

29.12 *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 reasonably 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 the Article shall survive the Closing.

29.13. *Conflict(s) with Addendum:* This Agreement is attached as Exhibit “D” to that certain “Addendum #1 to that certain Amended and Restated Development Agreement dated November 19, 2014”. In the event of any conflict(s) between this Agreement and the Addendum, the provisions of the Addendum shall control.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Seller and the Purchaser, have, or 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: \_\_\_\_\_**  
**David Bennett, Mayor**

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

**Shelter Cove II, LLC,**  
**a South Carolina limited liability**  
**company**

By: MPR Consultants, Inc., a Georgia  
corporation, as its Manager

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

\_\_\_\_\_

EXHIBIT D-1  
CONCEPT PLAN



EXHIBIT D-2

DECLARATION OF COVENANTS, RESTRICTIONS, AND LIMITATIONS

## TECHNICAL MEMORANDUM

Date: July 14, 2014

Re: Shelter Cove Mall Traffic Study Revision

### OVERVIEW

A traffic impact study dated June 25, 2012 was originally performed to evaluate traffic impacts associated with the planned redevelopment of Shelter Cove Mall (now known as Shelter Cove Towne Center) located in the Town of Hilton Head Island, SC. A revision to that study, dated June 9, 2014, was later performed to evaluate the requested addition of 30 multi-family dwelling units (du) to the site. A summary and comparison of the land uses and intensities evaluated in the original and revised studies is as follows:

**Table 1: Land Use Comparison of Original 2012 Study vs. 2014 Revised Traffic Study**

Land Use	June 25, 2012 Study	June 9, 2014 Revised Study
Retail	295,000 sf	295,000 sf
Multi-family	210 du total	240 du total
<i>West Site</i>	76 du	30 du
<i>East Site</i>	134 du	210 du
Community Park	5.1 ac	5.1 ac

As shown in Table 1 above the only change that occurred as part of the revised study was the addition of 30 du of multi-family and the division of units between the two locations on the site.

### PROPOSED MASTER PLAN MODIFICATION

A modification to the site master plan has been requested which would not change any land uses or intensities (with the exception of a slightly larger community park) but would change the location of the multi-family units, which in turn would change travel patterns to and from the multi-family portion of the development. In the modified plan the multi-family West Site would go away and the community park would expand in that area from the previous 5.1 ac. to 9.6 ac. The multi-family East Site (from here forward to be referred to as East #1) will go from 210 du down to 136 du. A new site east of East #1 on Shelter Cove Lane (to be referred to as East#2) will be developed with 104 du. The modified site plan showing the East #1 and East #2 sites is included in the attachments to this memorandum. Table 2 below summarizes and compares the land uses and intensities from the June 9, 2014 revised study to those in the most recent master plan modification.

**Table 2: Land Use Comparison of 2014 Revised Traffic Study vs. 2015 Modified Master Plan**

Land Use	June 9, 2014 Revised Study	2015 Modified Master Plan
Retail	295,000 sf	295,000 sf
Multi-family	240 du total	240 du total
West Site	30 du total	0 du
East #1 (East Site)	210 du total	136 du
East #2		104 du
Community Park	5.1 ac	9.6 ac

As shown in Table 2 above the only change that occurred as part of the revised study was the addition of 4.5 acres of community park and the division of units and their location on the site.

## TRAFFIC OPERATIONS

Traffic operations were analyzed at two intersections:

- US 278 Bus./Shelter Cove Lane (formerly Mall Blvd) - *signalized*
- US 278 Bus./Shelter Cove Lane - *unsignalized*

Traffic counts for these intersections were recorded in June 2015 for the morning and evening weekday peak hours. Operational analysis was performed at these intersections using the methodology as described in the original traffic impact study. The volumes used in all the analyses are attached to this memorandum as Figures 1 through 4.

## 2015 EXISTING CONDITION

Capacity analyses were performed using the June 2015 counts for the weekday peak hours to document the existing operational condition. The results are shown in Table 3.

**Table 3: Peak Hour Intersection Level of Service (LOS), 2015 Existing Condition**

Peak Hour Intersection LOS	AM Peak Hour			PM Peak Hour		
Intersection	LOS	Delay (sec)	v/c	LOS	Delay (sec)	v/c
<b>US 278 Bus./Shelter Cove Lane, Signalized</b>						
Overall Intersection	A	6.9	0.46	B	16.6	<i>0.85</i>
US 278 Bus. Off-Island bound Left-Turn	<i>E</i>	<i>74.9</i>	<i>0.38</i>	<i>F</i>	<i>104.8</i>	<i>0.85</i>
US 278 Bus. On-Island bound Approach	A	6.9	0.46	B	16.4	0.61
Shelter Cove Ln. (SB) Approach	D	40.0	0.22	D	50.0	0.45
SB Left-Turn	<i>E</i>	<i>74.0</i>	<i>0.41</i>	<i>F</i>	<i>87.4</i>	<i>0.80</i>
<b>US 278 Bus./Shelter Cove Lane, Unsignalized</b>						
US 278 Bus. Off-Island bound Left-Turn	B	12.7	0.01	B	13.6	0.01
Shelter Cove Ln. (SB) Approach	D	31.9	0.15	<i>E</i>	<i>37.1</i>	<i>0.30</i>

Approaches and movements with an LOS of "E" or "F", or a high v/c ratio have been italicized. The left turn movements at the center Shelter Cove Lane intersection (fka Mall Blvd) could operate at a LOS "D"

or better by modifying the current signal timing, but this would come in exchange for reduced operations and less efficient signal coordination on US 278 Bus. (William Hilton Pkwy). Operations at the US 278 Bus./Shelter Cove Ln.(unsignalized) intersection are acceptable in the morning peak hour. However, in the afternoon peak hour the Shelter Cove Lane approach is LOS "E". The poor operation of the side street approach at this intersection could be mitigated to operate at a LOS "D" or better with the installation of an exclusive southbound right turn lane, which is consistent with the recommendations in the previous studies.

## **2017 REDEVELOPED MALL CONDITIONS**

Full build-out of the redeveloped mall is slated for June 2017. To analyze this future condition the following adjustments to the 2015 volumes were made:

- A growth factor of 1%/yr. for two years was applied to the through volumes on US 278 to account for anticipated growth
- Traffic volumes for the remaining 35,000 sf of retail square footage to be built at Shelter Cove Towne Centre. (260,000 sf of the approved total of 295,000 gross square feet of shopping center were completed and operational at the time of the June 2015 traffic counts)
- Redevelopment of the Cracker Barrel site as identified in the previous studies (10,900 gross square feet of high-turnover sit-down restaurant and 4,000 sf drive-in bank)
- Trips for the additional 4.5 ac of park space
- Trips for the 240 du of multi-family

The attached worksheets show calculations for these volumes using *ITE's Trip Generation Manual, 9th Edition*. The original (June 25, 2012) and revised (June 9, 2015) studies used the rates and equations from the 8<sup>th</sup> edition of this manual, which was the latest edition at that time, to calculate trip generation. Therefore, there are differences in the trip generation used in this analysis versus the previous studies. These differences are minor, and would have no bearing on the findings of this analysis, but are noted here for clarity. Traffic distribution for the shopping center, additional park acreage, and land uses on the Cracker Barrel site are identical to the prior studies. The residential is anticipated to split 60/40 between the center and northern intersections of Shelter Cove Lane.

### *US 278 Bus./Shelter Cove Lane (modified signalization)*

The prior versions of the study recommended to convert this center intersection of Shelter Cove Lane to a standard signalized intersection with dual left-turn lanes in and out. A second exclusive lane would be constructed for the off-island-bound left turn on US 278, plus the southbound approach of Shelter Cove Lane would be modified to provide a second left-turn lane. This results in a similar overall level of service with the current geometric configuration, but with significantly shorter queues. The current analysis as documented by this technical memorandum considers this geometric and operational configuration plus the existing coordinated signal timing pattern.

#### *US 278 Bus./Shelter Cove Lane NE (proposed signalization)*

At the northeast Shelter Cove Lane intersection, it was originally recommended to construct an additional southbound right turn lane on Shelter Cove Lane. In addition to this, our analysis considers the traffic operations with the installation of a traffic signal. This results in a similar overall level of service as the unsignalized side street stop controlled operation, but with significantly shorter queues. The current analysis as documented by this technical memorandum considers this geometric and operational configuration plus the existing coordinated signal timing pattern along US 278.

Capacity analyses were performed using the June 2017 future condition volumes for the weekday peak hours including the recommended improvements. Detailed worksheets with the calculations are included in the attachments to this report. The results are shown in Table 4.

**Table 4: Peak Hour Intersection Level of Service (LOS), 2017 Future Condition**

Peak Hour Intersection LOS	AM Peak Hour			PM Peak Hour		
Intersection	LOS	Delay (sec)	v/c	LOS	Delay (sec)	v/c
US 278 Bus./Shelter Cove Lane, Signalized						
Overall Intersection	A	7.2	0.49	B	13.0	0.61
US 278 Bus. Off-Island bound Left-Turn	E	68.8	0.25	E	74.1	0.55
US 278 Bus. On-Island bound Approach	A	6.0	0.49	B	11.1	0.57
Shelter Cove Ln. (SB) Approach	D	37.9	0.38	D	42.8	0.61
SB Left-Turn	E	70.1	0.38	E	74.8	0.61
US 278 Bus./Shelter Cove Lane, Signalized						
Overall Intersection	A	8.3	0.60	A	7.1	0.62
US 278 Bus. Off-Island bound Left-Turn	A	6.0	0.21	A	6.7	0.29
US 278 Bus. On-Island bound Approach	A	5.4	0.54	A	4.4	0.54
Shelter Cove Ln. (SB) Approach	D	50.6	0.60	D	52.7	0.46
SB Left-Turn	E	75.9	0.60	E	74.3	0.46

Approaches and movements with an LOS of "E" or "F", or a high v/c ratio have been italicized. The left turn movements at the center Shelter Cove Lane intersection, as well as the existing left turn lanes at the northern Shelter Cove Lane intersection, could operate at a LOS "D" or better. However, this would come in exchange for reduced operations and less efficient signal coordination on the main street.

## **RECOMMENDATIONS**

The recommendations for these two intersections remain substantially the same as identified in the prior traffic studies.

#### *US 278 Bus./Shelter Cove Lane (signalized)*

At the central Shelter Cove Lane intersection (fka Mall Blvd) it is recommended to convert this to a standard signalized intersection with dual left turn lanes in and out. A second exclusive lane would be constructed for the off-island-bound left turn on US 278, plus the southbound approach of Shelter Cove

Lane would be modified to provide a second left-turn lane. This results in a similar overall level of service with the current geometric configuration, but with significantly shorter queues. Addition of these lanes requires conversion of the traffic signal to a traditional stop-and-go signal for all approaches, but allows for the easy construction of signalized pedestrian and bicycle access.

It is understood that there has been some discussion of the need for a protected pedestrian crossing at this location. If the intersection is converted to a traditional stop-and-go intersection then pedestrian signal heads could be added to this intersection for this purpose. In the interim, pedestrian signal heads could be added to just the on-island bound traffic side of US 278 Bus. and the pedestrian crossing of us 278 Bus. Off-island bound could be a) highlighted with a Rectangular Rapid Flashing Beacon (RRFB) or b) the installation of a High-Intensity Activated Crosswalk signal (HAWK signal).

#### *US 278 Bus./Shelter Cove Lane (unsignalized)*

At the northeast Shelter Cove Lane intersection, it is recommended to construct an additional southbound right-turn lane with a minimum of 100 feet of storage. In addition to this turn lane, it is recommended that a traffic signal be installed at this intersection. This results in a similar overall level of service as the unsignalized side street stop controlled operation, but with significantly shorter queues. In addition, this will provide a signalized crossing for the existing bicycle and pedestrian demand.

Additionally, this signal would likely see an upswing in traffic demand as latent demand will be redistributed from the central Shelter Cove Lane intersection and the currently unsignalized mid-block intersection due to the signal making more gaps in traffic available. Installation of a signal at this location will extend the lifespan of the existing configuration of the US 278 Bus./Shelter Cove Lane (signalized) intersection and delay the need for modifying the turn-lanes at that location. Prior to the installation of a traffic signal, a full traffic signal warrant analysis should be conducted for this intersection. Additionally, the latent demand should be considered with regards to the required storage for the side-street turn lanes, as it may well exceed the 100 feet required without the installation of the traffic signal.

**ATTACHMENTS:**

- 2015 Site Plan
- Trip Generation Summary
- Intersection Volumes
  - Figure 1 - Existing Year Peak Hour Traffic (2015)
  - Figure 2 - Background Condition Peak Hour Traffic (2017)
  - Figure 3 - Site Generated Peak Hour Traffic
  - Figure 4 - Developed Condition Peak Hour Traffic (2017)
- LOS Worksheets
  - Existing Year Peak Hour Traffic (2015)
  - Background Condition Peak Hour Traffic (2017)
  - Background Condition Peak Hour Traffic with improvements (2017)
  - Developed Condition Peak Hour Traffic with improvements (2017)







Trip Generation Summary - Alternative 1  
Average Weekday Driveway Volumes

Project: Shelter Cove  
Alternative: Alternative 1

Open Date: 7/12/2015  
Analysis 7/12/2015

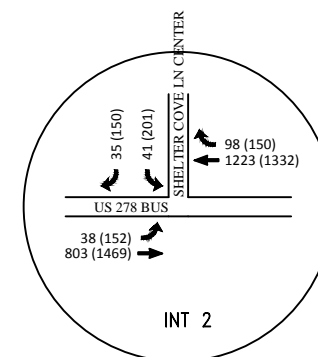
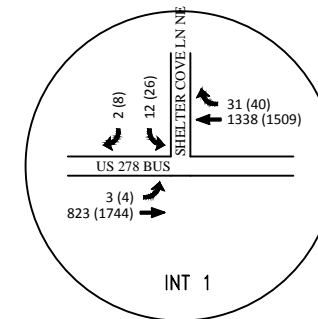
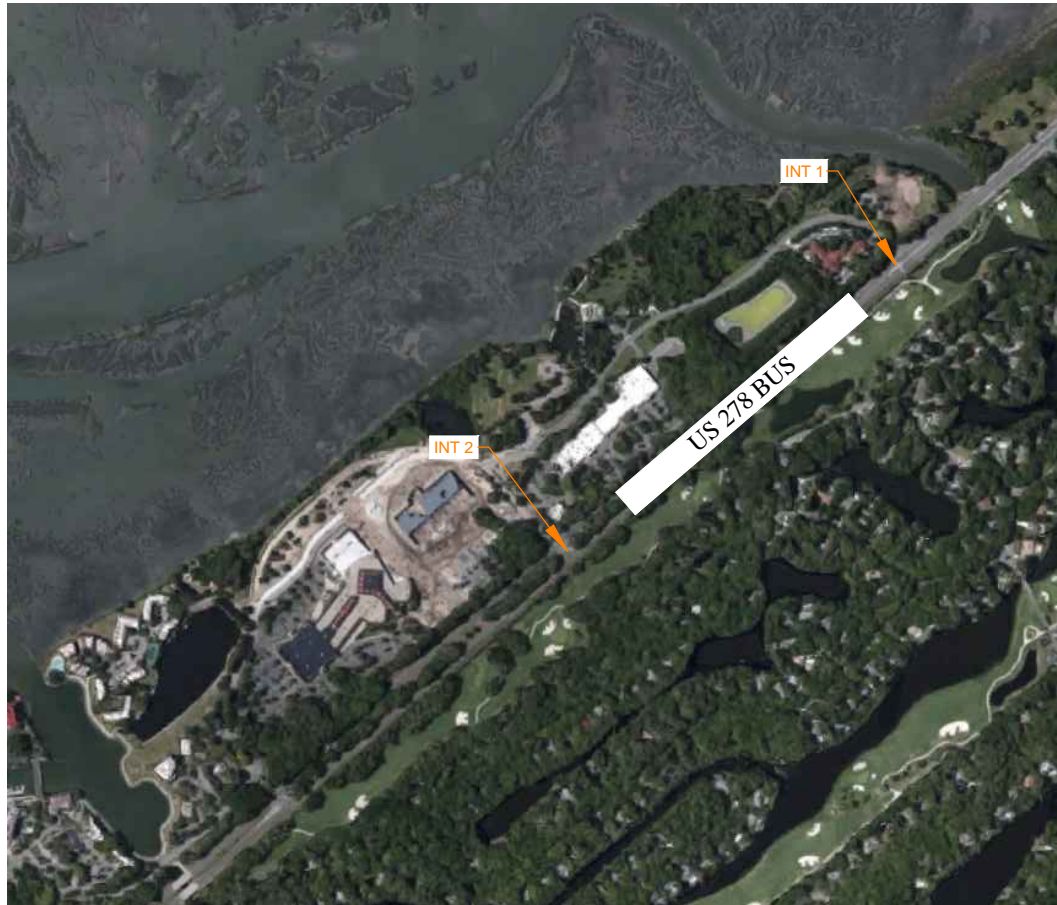
ITE	Land Use	Average Daily Trips			AM Peak Hour Adjacent Street Traffic			PM Peak Hour Adjacent Street Traffic		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
220	Apartments 240 Dwelling Units	798	798	1596	24	98	122	97	52	149
412	Park Expansion 4.5 Acres	5	5	10	0	0	0	0	0	0
820	Shopping Center 35 Gross Leasable Area 1000 SF	748	747	1495	21	13	34	62	68	130
912	Drive-in Bank 4 Gross Floor Area 1000 SF	297	296	593	27	21	48	49	48	97
932	Cracker Barrel 10.9 Gross Floor Area 1000 SF	693	693	1386	65	53	118	64	43	107
Unadjusted Driveway Volume		2541	2546	2551	137	185	322	272	211	483
Unadjusted Pass-By Trips		0	0	0	0	0	0	72	64	136
Internal Capture Trips		0	0	0	19	19	38	78	78	156
Adjusted Driveway Volume		2541	2546	2551	118	166	284	194	133	327
Adjusted Pass-By Trips		0	0	0	0	0	0	51	40	91
Adjusted Volume Added to Adjacent Streets		2541	2546	2551	118	166	284	143	93	236

Total AM Peak Hour Internal Capture = 12 Percent

Total PM Peak Hour Internal Capture = 32 Percent



JURISDICTION	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
HILTON HEAD	927-15-131		



Legend: AM (PM)

PROPERTY AND EX. R/W LINE	STORM LINE
REQUIRED R/W LINE	TELEPHONE LINE
CONSTRUCTION LIMITS	ON POWER LINE
PERMANENT EASEMENT FOR MAINTENANCE	US POWER LINE
TEMPORARY EASEMENT FOR CONSTRUCTION	WATER LINE
EASEMENT FOR CONSTRUCTION OF DRIVEWAYS	FIBER OPTIC LINE
PERMANENT DRAINAGE EASEMENT	GAS LINE
	SANITARY SEWER LINE
	LIGHTING CONDUIT
	RETAINING WALL
	LIMIT OF DISTURBANCE

FIGURE 2



BACKGROUND  
CONDITION  
PEAK HOUR TRAFFIC  
(2017)

REVISION DATES

DATE:
SHELTER COVE
SHEET NO.

DRAWING NAME: SHELTER COVE, PROJECT: SHELTER COVE, PROJECT NUMBER: 927-15-131, SHEET: 001, DATE: 11/14/17, DRAWN BY: J. W. HARRIS, CHECKED BY: J. W. HARRIS, PRINTED BY: J. W. HARRIS









Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	38	787	1199	98	41	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	*0.75	0.91	0.95	1.00	1.00	1.00
Ped Bike Factor	1.00	1.00		0.98		0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1289	3390	3438	1538	1641	1482
Flt Permitted	0.950	0.955			0.950	
Satd. Flow (perm)	1289	3237	3438	1514	1641	1463
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				104		46
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Peds. (#/hr)	1			1		
Confl. Bikes (#/hr)				2		2
Peak Hour Factor	0.85	0.85	0.94	0.94	0.76	0.76
Heavy Vehicles (%)	5%	2%	5%	5%	10%	9%
Adj. Flow (vph)	45	926	1276	104	54	46
Shared Lane Traffic (%)	10%					
Lane Group Flow (vph)	40	931	1276	104	54	46
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	27.0	123.0	96.0	96.0	27.0	
Total Split (%)	18.0%	82.0%	64.0%	64.0%	18.0%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	12.1	143.6	120.0	120.0	12.2	150.0
Actuated g/C Ratio	0.08	0.96	0.80	0.80	0.08	1.00
v/c Ratio	0.38	0.29	0.46	0.08	0.41	0.03
Control Delay	74.9	0.4	7.3	1.2	74.0	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	74.9	0.4	7.3	1.2	74.0	0.0
LOS	E	A	A	A	E	A
Approach Delay		3.4	6.9		40.0	

# Lanes, Volumes, Timings

## 1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Approach LOS		A	A		D	
Queue Length 50th (ft)	50	0	217	0	51	0
Queue Length 95th (ft)	96	0	331	17	81	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	197	3234	2750	1232	251	1463
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.29	0.46	0.08	0.22	0.03

### Intersection Summary

Area Type: Other

Cycle Length: 150

Actuated Cycle Length: 150

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.46

Intersection Signal Delay: 6.9

Intersection LOS: A

Intersection Capacity Utilization 47.6%

ICU Level of Service A

Analysis Period (min) 15

\* User Entered Value

### Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	3	807	1312	31	12	2
Conflicting Peds, #/hr	3	0	0	1	1	3
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	90	90	58	58
Heavy Vehicles, %	0	4	6	7	17	0
Mvmt Flow	3	928	1458	34	21	3
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	1461	0	-	0	1932	735
Stage 1	-	-	-	-	1461	-
Stage 2	-	-	-	-	471	-
Critical Hdwy	4.1	-	-	-	7.14	6.9
Critical Hdwy Stg 1	-	-	-	-	6.14	-
Critical Hdwy Stg 2	-	-	-	-	6.14	-
Follow-up Hdwy	2.2	-	-	-	3.67	3.3
Pot Cap-1 Maneuver	469	-	-	-	49	367
Stage 1	-	-	-	-	156	-
Stage 2	-	-	-	-	553	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	468	-	-	-	48	365
Mov Cap-2 Maneuver	-	-	-	-	144	-
Stage 1	-	-	-	-	156	-
Stage 2	-	-	-	-	548	-
Approach	EB	WB	SB			
HCM Control Delay, s	0	0	31.9			
HCM LOS	D					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	468	-	-	-	158	
HCM Lane V/C Ratio	0.007	-	-	-	0.153	
HCM Control Delay (s)	12.7	-	-	-	31.9	
HCM Lane LOS	B	-	-	-	D	
HCM 95th %tile Q(veh)	0	-	-	-	0.5	

Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015

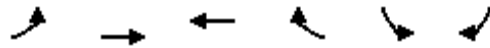


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	152	1440	1306	150	201	150
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	*0.75	0.91	0.95	1.00	1.00	1.00
Ped Bike Factor						0.99
Frt				0.850		0.850
Flt Protected	0.950	0.999			0.950	
Satd. Flow (prot)	1354	3388	3574	1599	1805	1615
Flt Permitted	0.950	0.955			0.950	
Satd. Flow (perm)	1354	3238	3574	1599	1805	1595
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				161		160
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Bikes (#/hr)						1
Peak Hour Factor	0.90	0.90	0.93	0.93	0.94	0.94
Heavy Vehicles (%)	0%	2%	1%	1%	0%	0%
Adj. Flow (vph)	169	1600	1404	161	214	160
Shared Lane Traffic (%)	10%					
Lane Group Flow (vph)	152	1617	1404	161	214	160
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	25.0	130.0	105.0	105.0	30.0	
Total Split (%)	15.6%	81.3%	65.6%	65.6%	18.8%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	21.1	152.0	103.7	103.7	23.7	160.0
Actuated g/C Ratio	0.13	0.95	0.65	0.65	0.15	1.00
v/c Ratio	0.85	0.51	0.61	0.15	0.80	0.10
Control Delay	104.8	0.8	18.1	1.8	87.4	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	104.8	0.8	18.1	1.8	87.4	0.1
LOS	F	A	B	A	F	A
Approach Delay		9.7	16.4		50.0	
Approach LOS		A	B		D	

# Lanes, Volumes, Timings

## 1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	210	0	443	0	216	0
Queue Length 95th (ft)	#388	0	511	28	#316	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	182	3196	2316	1092	293	1595
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.84	0.51	0.61	0.15	0.73	0.10

### Intersection Summary

Area Type: Other

Cycle Length: 160

Actuated Cycle Length: 160

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.85

Intersection Signal Delay: 16.6

Intersection LOS: B

Intersection Capacity Utilization 97.0%

ICU Level of Service F

Analysis Period (min) 15

\* User Entered Value

# 95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

### Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)

<p>→ ϕ2 (R) 130 s</p>	<p>→ ϕ4 30 s</p>
<p>← ϕ5 25 s</p>	<p>← ϕ6 (R) 105 s</p>



Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	4	1710	1479	40	26	8
Conflicting Peds, #/hr	3	0	0	1	1	3
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	71	71
Heavy Vehicles, %	0	2	1	0	0	0
Mvmt Flow	4	1819	1573	43	37	11
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1576	0	-	0	2494	793
Stage 1	-	-	-	-	1576	-
Stage 2	-	-	-	-	918	-
Critical Hdwy	4.1	-	-	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	2.2	-	-	-	3.5	3.3
Pot Cap-1 Maneuver	423	-	-	-	~ 25	336
Stage 1	-	-	-	-	159	-
Stage 2	-	-	-	-	354	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	422	-	-	-	~ 25	334
Mov Cap-2 Maneuver	-	-	-	-	137	-
Stage 1	-	-	-	-	159	-
Stage 2	-	-	-	-	350	-
Approach	EB		WB		SB	
HCM Control Delay, s	0		0		37.1	
HCM LOS					E	
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	422	-	-	-	159	
HCM Lane V/C Ratio	0.01	-	-	-	0.301	
HCM Control Delay (s)	13.6	-	-	-	37.1	
HCM Lane LOS	B	-	-	-	E	
HCM 95th %tile Q(veh)	0	-	-	-	1.2	
Notes						
~: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    *: All major volume in platoon						

Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015

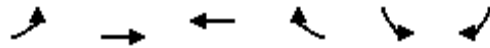


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	38	803	1223	98	41	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	*0.75	0.91	0.95	1.00	1.00	1.00
Ped Bike Factor	1.00	1.00		0.98		0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1289	3390	3438	1538	1641	1482
Flt Permitted	0.950	0.955			0.950	
Satd. Flow (perm)	1289	3237	3438	1514	1641	1463
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				104		46
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Peds. (#/hr)	1			1		
Confl. Bikes (#/hr)				2		2
Peak Hour Factor	0.85	0.85	0.94	0.94	0.76	0.76
Heavy Vehicles (%)	5%	2%	5%	5%	10%	9%
Adj. Flow (vph)	45	945	1301	104	54	46
Shared Lane Traffic (%)	10%					
Lane Group Flow (vph)	40	950	1301	104	54	46
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	27.0	123.0	96.0	96.0	27.0	
Total Split (%)	18.0%	82.0%	64.0%	64.0%	18.0%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effect Green (s)	12.1	143.6	120.0	120.0	12.2	150.0
Actuated g/C Ratio	0.08	0.96	0.80	0.80	0.08	1.00
v/c Ratio	0.38	0.29	0.47	0.08	0.41	0.03
Control Delay	74.9	0.4	7.4	1.2	74.0	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	74.9	0.4	7.4	1.2	74.0	0.0
LOS	E	A	A	A	E	A
Approach Delay		3.4	7.0		40.0	

# Lanes, Volumes, Timings

## 1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Approach LOS		A	A		D	
Queue Length 50th (ft)	50	0	224	0	51	0
Queue Length 95th (ft)	96	0	341	17	81	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	197	3234	2750	1232	251	1463
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.29	0.47	0.08	0.22	0.03

### Intersection Summary

Area Type: Other

Cycle Length: 150

Actuated Cycle Length: 150

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.47

Intersection Signal Delay: 6.9

Intersection LOS: A

Intersection Capacity Utilization 48.0%

ICU Level of Service A

Analysis Period (min) 15

\* User Entered Value

### Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	3	823	1338	31	12	2
Conflicting Peds, #/hr	3	0	0	1	1	3
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	90	90	58	58
Heavy Vehicles, %	0	4	6	7	17	0
Mvmt Flow	3	946	1487	34	21	3
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1490	0	-	0	1970	749
Stage 1	-	-	-	-	1490	-
Stage 2	-	-	-	-	480	-
Critical Hdwy	4.1	-	-	-	7.14	6.9
Critical Hdwy Stg 1	-	-	-	-	6.14	-
Critical Hdwy Stg 2	-	-	-	-	6.14	-
Follow-up Hdwy	2.2	-	-	-	3.67	3.3
Pot Cap-1 Maneuver	457	-	-	-	46	359
Stage 1	-	-	-	-	150	-
Stage 2	-	-	-	-	547	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	456	-	-	-	45	357
Mov Cap-2 Maneuver	-	-	-	-	139	-
Stage 1	-	-	-	-	150	-
Stage 2	-	-	-	-	542	-
Approach	EB		WB		SB	
HCM Control Delay, s	0		0		33.1	
HCM LOS	D					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	456	-	-	-	152	
HCM Lane V/C Ratio	0.008	-	-	-	0.159	
HCM Control Delay (s)	13	-	-	-	33.1	
HCM Lane LOS	B	-	-	-	D	
HCM 95th %tile Q(veh)	0	-	-	-	0.5	

Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



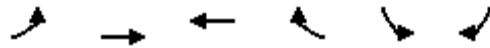
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	152	1469	1332	150	201	150
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	*0.75	0.91	0.95	1.00	1.00	1.00
Ped Bike Factor						0.99
Frt				0.850		0.850
Flt Protected	0.950	0.999			0.950	
Satd. Flow (prot)	1354	3387	3574	1599	1805	1615
Flt Permitted	0.950	0.955			0.950	
Satd. Flow (perm)	1354	3238	3574	1599	1805	1595
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				161		160
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Bikes (#/hr)						1
Peak Hour Factor	0.90	0.90	0.93	0.93	0.94	0.94
Heavy Vehicles (%)	0%	2%	1%	1%	0%	0%
Adj. Flow (vph)	169	1632	1432	161	214	160
Shared Lane Traffic (%)	10%					
Lane Group Flow (vph)	152	1649	1432	161	214	160
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	25.0	130.0	105.0	105.0	30.0	
Total Split (%)	15.6%	81.3%	65.6%	65.6%	18.8%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	21.1	152.0	103.7	103.7	23.7	160.0
Actuated g/C Ratio	0.13	0.95	0.65	0.65	0.15	1.00
v/c Ratio	0.85	0.52	0.62	0.15	0.80	0.10
Control Delay	104.8	0.8	18.4	1.8	87.4	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	104.8	0.8	18.4	1.8	87.4	0.1
LOS	F	A	B	A	F	A
Approach Delay		9.6	16.7		50.0	
Approach LOS		A	B		D	



# Lanes, Volumes, Timings

## 1: US 278 & Mall Blvd (Shelter Cove Center)

7/13/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	210	0	458	0	216	0
Queue Length 95th (ft)	#388	0	528	28	#316	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	182	3195	2316	1092	293	1595
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.84	0.52	0.62	0.15	0.73	0.10

### Intersection Summary

Area Type: Other

Cycle Length: 160

Actuated Cycle Length: 160

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.85

Intersection Signal Delay: 16.6

Intersection LOS: B

Intersection Capacity Utilization 98.6%

ICU Level of Service F

Analysis Period (min) 15

\* User Entered Value

# 95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

### Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)

<p>→ ϕ2 (R) 130 s</p>	<p>→ ϕ4 30 s</p>
<p>← ϕ5 25 s</p>	<p>← ϕ6 (R) 105 s</p>

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Vol, veh/h	4	1744	1509	40	26	8
Conflicting Peds, #/hr	3	0	0	1	1	3
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	150	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	71	71
Heavy Vehicles, %	0	2	1	0	0	0
Mvmt Flow	4	1855	1605	43	37	11

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	1608	0	2544
Stage 1	-	-	1608
Stage 2	-	-	936
Critical Hdwy	4.1	-	6.8
Critical Hdwy Stg 1	-	-	5.8
Critical Hdwy Stg 2	-	-	5.8
Follow-up Hdwy	2.2	-	3.5
Pot Cap-1 Maneuver	412	-	~ 23
Stage 1	-	-	152
Stage 2	-	-	347
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	411	-	~ 23
Mov Cap-2 Maneuver	-	-	132
Stage 1	-	-	152
Stage 2	-	-	343

Approach	EB	WB	SB
HCM Control Delay, s	0	0	38.9
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	411	-	-	-	153
HCM Lane V/C Ratio	0.01	-	-	-	0.313
HCM Control Delay (s)	13.9	-	-	-	38.9
HCM Lane LOS	B	-	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	1.2

Notes	
~: Volume exceeds capacity	\$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↰↰	↱↱	↰↰	↱	↰↰	↱
Volume (vph)	38	803	1223	98	41	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	2			1	2	1
Taper Length (ft)	25				25	
Lane Util. Factor	0.97	0.95	0.95	1.00	0.97	1.00
Ped Bike Factor	1.00			0.98		0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	3335	3539	3438	1538	3183	1482
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3332	3539	3438	1514	3183	1463
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				104		46
Link Speed (mph)		45	45		25	
Link Distance (ft)		844	1265		460	
Travel Time (s)		12.8	19.2		12.5	
Confl. Peds. (#/hr)	1			1		
Confl. Bikes (#/hr)				2		2
Peak Hour Factor	0.85	0.85	0.94	0.94	0.76	0.76
Heavy Vehicles (%)	5%	2%	5%	5%	10%	9%
Adj. Flow (vph)	45	945	1301	104	54	46
Shared Lane Traffic (%)						
Lane Group Flow (vph)	45	945	1301	104	54	46
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	27.0	123.0	96.0	96.0	27.0	
Total Split (%)	18.0%	82.0%	64.0%	64.0%	18.0%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effect Green (s)	9.5	150.0	124.7	124.7	10.1	150.0
Actuated g/C Ratio	0.06	1.00	0.83	0.83	0.07	1.00
v/c Ratio	0.21	0.27	0.46	0.08	0.25	0.03
Control Delay	68.6	0.2	5.3	0.8	69.2	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	68.6	0.2	5.3	0.8	69.2	0.0
LOS	E	A	A	A	E	A
Approach Delay		3.3	4.9		37.4	

# Lanes, Volumes, Timings

## 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Approach LOS		A	A		D	
Queue Length 50th (ft)	22	0	187	0	26	0
Queue Length 95th (ft)	40	0	255	13	41	0
Internal Link Dist (ft)		764	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	511	3539	2858	1276	488	1463
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.09	0.27	0.46	0.08	0.11	0.03

### Intersection Summary

Area Type: Other

Cycle Length: 150

Actuated Cycle Length: 150

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.46

Intersection Signal Delay: 5.6

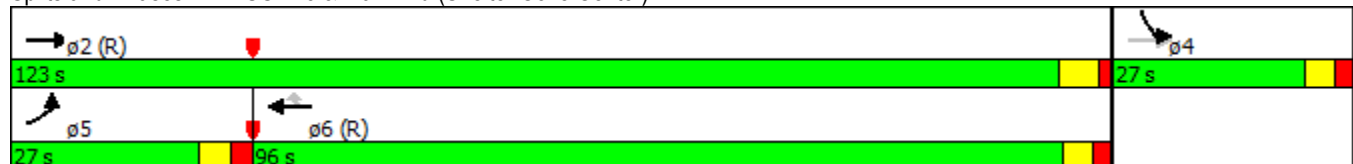
Intersection LOS: A

Intersection Capacity Utilization 47.1%

ICU Level of Service A

Analysis Period (min) 15

### Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



# Lanes, Volumes, Timings

## 2: US 278 & Shelter Cove NE

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	3	823	1338	31	12	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			150	0	150
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Ped Bike Factor				0.98	1.00	0.98
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	3471	3406	1509	1543	1615
Flt Permitted	0.162				0.950	
Satd. Flow (perm)	308	3471	3406	1472	1538	1582
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				32		3
Link Speed (mph)		45	45		25	
Link Distance (ft)		1235	500		495	
Travel Time (s)		18.7	7.6		13.5	
Confl. Peds. (#/hr)	3			1	1	3
Peak Hour Factor	0.87	0.87	0.90	0.90	0.58	0.58
Heavy Vehicles (%)	0%	4%	6%	7%	17%	0%
Adj. Flow (vph)	3	946	1487	34	21	3
Shared Lane Traffic (%)						
Lane Group Flow (vph)	3	946	1487	34	21	3
Turn Type	Perm	NA	NA	Perm	Prot	Perm
Protected Phases		4	8		6	
Permitted Phases	4			8		6
Detector Phase	4	4	8	8	6	6
Switch Phase						
Minimum Initial (s)	4.0	4.0	4.0	4.0	16.0	16.0
Minimum Split (s)	22.0	22.0	22.0	22.0	21.5	21.5
Total Split (s)	125.0	125.0	125.0	125.0	30.0	30.0
Total Split (%)	80.6%	80.6%	80.6%	80.6%	19.4%	19.4%
Yellow Time (s)	4.5	4.5	4.5	4.5	3.2	3.2
All-Red Time (s)	1.5	1.5	1.5	1.5	2.3	2.3
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	5.5
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	C-Max	C-Max	C-Max	C-Max	None	None
Act Effct Green (s)	139.7	139.7	139.7	139.7	17.5	16.0
Actuated g/C Ratio	0.90	0.90	0.90	0.90	0.11	0.10
v/c Ratio	0.01	0.30	0.48	0.03	0.12	0.02
Control Delay	2.3	2.2	3.1	0.7	63.8	39.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	2.3	2.2	3.1	0.7	63.8	39.5
LOS	A	A	A	A	E	D
Approach Delay		2.2	3.1		60.8	
Approach LOS		A	A		E	



# Lanes, Volumes, Timings

## 2: US 278 & Shelter Cove NE

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	0	92	188	0	19	0
Queue Length 95th (ft)	2	105	218	6	31	7
Internal Link Dist (ft)		1155	420		415	
Turn Bay Length (ft)	150			150		150
Base Capacity (vph)	277	3128	3069	1330	258	252
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.30	0.48	0.03	0.08	0.01

### Intersection Summary

Area Type: Other

Cycle Length: 155

Actuated Cycle Length: 155

Offset: 30 (19%), Referenced to phase 4:EBTL and 8:WBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.48

Intersection Signal Delay: 3.3

Intersection LOS: A

Intersection Capacity Utilization 58.2%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 2: US 278 & Shelter Cove NE



Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015

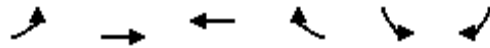


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↔↔	↑↑	↑↑	↔	↔↔	↔
Volume (vph)	152	1469	1332	150	201	150
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	2			1	2	1
Taper Length (ft)	25				25	
Lane Util. Factor	0.97	0.95	0.95	1.00	0.97	1.00
Ped Bike Factor						0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	3502	3539	3574	1599	3502	1615
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3502	3539	3574	1599	3502	1595
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				161		160
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Bikes (#/hr)						1
Peak Hour Factor	0.90	0.90	0.93	0.93	0.94	0.94
Heavy Vehicles (%)	0%	2%	1%	1%	0%	0%
Adj. Flow (vph)	169	1632	1432	161	214	160
Shared Lane Traffic (%)						
Lane Group Flow (vph)	169	1632	1432	161	214	160
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	25.0	130.0	105.0	105.0	30.0	
Total Split (%)	15.6%	81.3%	65.6%	65.6%	18.8%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	15.0	160.0	116.9	116.9	16.6	160.0
Actuated g/C Ratio	0.09	1.00	0.73	0.73	0.10	1.00
v/c Ratio	0.51	0.46	0.55	0.13	0.59	0.10
Control Delay	74.2	0.4	11.2	1.3	74.9	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	74.2	0.4	11.2	1.3	74.9	0.1
LOS	E	A	B	A	E	A
Approach Delay		7.4	10.2		42.9	
Approach LOS		A	B		D	

# Lanes, Volumes, Timings

## 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	88	0	324	0	112	0
Queue Length 95th (ft)	126	0	450	24	154	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	459	3539	2610	1211	569	1595
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.37	0.46	0.55	0.13	0.38	0.10

### Intersection Summary

Area Type: Other

Cycle Length: 160

Actuated Cycle Length: 160

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.59

Intersection Signal Delay: 12.1

Intersection LOS: B

Intersection Capacity Utilization 58.5%

ICU Level of Service B

Analysis Period (min) 15

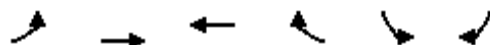
Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



# Lanes, Volumes, Timings

## 2: US 278 & Shelter Cove NE

7/14/2015

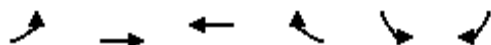


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	4	1744	1509	40	26	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			150	0	150
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Ped Bike Factor				0.98	1.00	0.98
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	3539	3574	1615	1805	1615
Flt Permitted	0.138				0.950	
Satd. Flow (perm)	262	3539	3574	1575	1800	1581
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				43		11
Link Speed (mph)		45	45		25	
Link Distance (ft)		1235	500		495	
Travel Time (s)		18.7	7.6		13.5	
Confl. Peds. (#/hr)	3			1	1	3
Peak Hour Factor	0.94	0.94	0.94	0.94	0.71	0.71
Heavy Vehicles (%)	0%	2%	1%	0%	0%	0%
Adj. Flow (vph)	4	1855	1605	43	37	11
Shared Lane Traffic (%)						
Lane Group Flow (vph)	4	1855	1605	43	37	11
Turn Type	Perm	NA	NA	Perm	Prot	Perm
Protected Phases		4	8		6	
Permitted Phases	4			8		6
Detector Phase	4	4	8	8	6	6
Switch Phase						
Minimum Initial (s)	30.0	30.0	30.0	30.0	16.0	16.0
Minimum Split (s)	36.0	36.0	36.0	36.0	21.5	21.5
Total Split (s)	136.0	136.0	136.0	136.0	24.0	24.0
Total Split (%)	85.0%	85.0%	85.0%	85.0%	15.0%	15.0%
Yellow Time (s)	4.5	4.5	4.5	4.5	3.2	3.2
All-Red Time (s)	1.5	1.5	1.5	1.5	2.3	2.3
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	5.5
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	C-Max	C-Max	C-Max	C-Max	None	None
Act Effct Green (s)	139.6	139.6	139.6	139.6	17.5	16.0
Actuated g/C Ratio	0.87	0.87	0.87	0.87	0.11	0.10
v/c Ratio	0.02	0.60	0.51	0.03	0.19	0.07
Control Delay	2.2	4.6	3.8	0.6	67.5	29.4
Queue Delay	0.0	0.2	0.0	0.0	0.0	0.0
Total Delay	2.2	4.8	3.8	0.6	67.5	29.4
LOS	A	A	A	A	E	C
Approach Delay		4.8	3.7		58.8	
Approach LOS		A	A		E	

# Lanes, Volumes, Timings

## 2: US 278 & Shelter Cove NE

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	1	278	207	0	36	0
Queue Length 95th (ft)	3	317	238	6	59	15
Internal Link Dist (ft)		1155	420		415	
Turn Bay Length (ft)	150			150		150
Base Capacity (vph)	228	3087	3118	1379	225	192
Starvation Cap Reductn	0	407	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.02	0.69	0.51	0.03	0.16	0.06

### Intersection Summary

Area Type: Other

Cycle Length: 160

Actuated Cycle Length: 160

Offset: 24 (15%), Referenced to phase 4:EBTL and 8:WBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.60

Intersection Signal Delay: 5.0

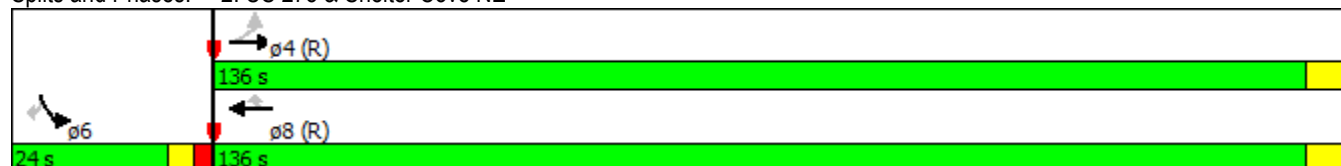
Intersection LOS: A

Intersection Capacity Utilization 68.2%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 2: US 278 & Shelter Cove NE





Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	47	842	1270	110	71	60
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	2			1	2	1
Taper Length (ft)	25				25	
Lane Util. Factor	0.97	0.95	0.95	1.00	0.97	1.00
Ped Bike Factor	1.00			0.98		0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	3335	3539	3438	1538	3183	1482
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3333	3539	3438	1514	3183	1463
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				117		79
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Peds. (#/hr)	1			1		
Confl. Bikes (#/hr)				2		2
Peak Hour Factor	0.85	0.85	0.94	0.94	0.76	0.76
Heavy Vehicles (%)	5%	2%	5%	5%	10%	9%
Adj. Flow (vph)	55	991	1351	117	93	79
Shared Lane Traffic (%)						
Lane Group Flow (vph)	55	991	1351	117	93	79
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	27.0	123.0	96.0	96.0	27.0	
Total Split (%)	18.0%	82.0%	64.0%	64.0%	18.0%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effect Green (s)	9.9	150.0	119.5	119.5	11.5	150.0
Actuated g/C Ratio	0.07	1.00	0.80	0.80	0.08	1.00
v/c Ratio	0.25	0.28	0.49	0.10	0.38	0.05
Control Delay	68.8	0.2	6.5	0.9	70.1	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	68.8	0.2	6.5	0.9	70.1	0.1
LOS	E	A	A	A	E	A
Approach Delay		3.8	6.0		37.9	

# Lanes, Volumes, Timings

## 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Approach LOS		A	A		D	
Queue Length 50th (ft)	26	0	217	0	45	0
Queue Length 95th (ft)	47	0	301	15	62	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	511	3539	2738	1229	488	1463
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.11	0.28	0.49	0.10	0.19	0.05

### Intersection Summary

Area Type: Other

Cycle Length: 150

Actuated Cycle Length: 150

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.49

Intersection Signal Delay: 7.2

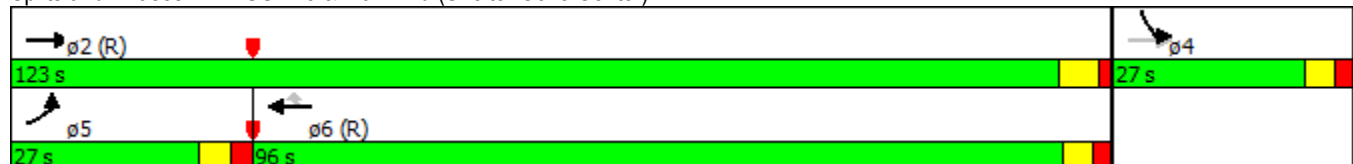
Intersection LOS: A

Intersection Capacity Utilization 48.4%

ICU Level of Service A

Analysis Period (min) 15

### Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)



# Lanes, Volumes, Timings

## 2: US 278 & Shelter Cove NE

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	42	853	1350	79	70	49
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			150	0	150
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Ped Bike Factor				0.98	1.00	0.98
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	3471	3406	1509	1543	1615
Flt Permitted	0.149				0.950	
Satd. Flow (perm)	283	3471	3406	1472	1538	1582
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				83		84
Link Speed (mph)		45	45		25	
Link Distance (ft)		1235	500		495	
Travel Time (s)		18.7	7.6		13.5	
Confl. Peds. (#/hr)	3			1	1	3
Peak Hour Factor	0.87	0.87	0.90	0.90	0.58	0.58
Heavy Vehicles (%)	0%	4%	6%	7%	17%	0%
Adj. Flow (vph)	48	980	1500	88	121	84
Shared Lane Traffic (%)						
Lane Group Flow (vph)	48	980	1500	88	121	84
Turn Type	Perm	NA	NA	Perm	Prot	Perm
Protected Phases		4	8		6	
Permitted Phases	4			8		6
Detector Phase	4	4	8	8	6	6
Switch Phase						
Minimum Initial (s)	4.0	4.0	4.0	4.0	16.0	16.0
Minimum Split (s)	22.0	22.0	22.0	22.0	21.5	21.5
Total Split (s)	125.0	125.0	125.0	125.0	30.0	30.0
Total Split (%)	80.6%	80.6%	80.6%	80.6%	19.4%	19.4%
Yellow Time (s)	4.5	4.5	4.5	4.5	3.2	3.2
All-Red Time (s)	1.5	1.5	1.5	1.5	2.3	2.3
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	5.5
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	C-Max	C-Max	C-Max	C-Max	None	None
Act Effct Green (s)	126.8	126.8	126.8	126.8	20.2	18.7
Actuated g/C Ratio	0.82	0.82	0.82	0.82	0.13	0.12
v/c Ratio	0.21	0.35	0.54	0.07	0.60	0.32
Control Delay	6.0	4.1	5.7	0.9	75.9	14.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	6.0	4.1	5.7	0.9	75.9	14.2
LOS	A	A	A	A	E	B
Approach Delay		4.2	5.4		50.6	
Approach LOS		A	A		D	

# Lanes, Volumes, Timings

## 2: US 278 & Shelter Cove NE

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	8	104	205	1	119	0
Queue Length 95th (ft)	25	155	313	13	113	6
Internal Link Dist (ft)		1155	420		415	
Turn Bay Length (ft)	150			150		150
Base Capacity (vph)	231	2838	2785	1218	258	320
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.21	0.35	0.54	0.07	0.47	0.26

### Intersection Summary

Area Type: Other

Cycle Length: 155

Actuated Cycle Length: 155

Offset: 30 (19%), Referenced to phase 4:EBTL and 8:WBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.60

Intersection Signal Delay: 8.3

Intersection LOS: A

Intersection Capacity Utilization 58.6%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 2: US 278 & Shelter Cove NE



Lanes, Volumes, Timings  
1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



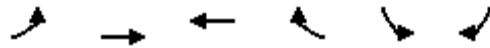
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↰↰	↱↱	↰↰	↱	↰↰	↱
Volume (vph)	178	1519	1348	182	218	164
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			500	0	0
Storage Lanes	2			1	2	1
Taper Length (ft)	25				25	
Lane Util. Factor	0.97	0.95	0.95	1.00	0.97	1.00
Ped Bike Factor						0.99
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	3502	3539	3574	1599	3502	1615
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3502	3539	3574	1599	3502	1595
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				196		174
Link Speed (mph)		45	45		25	
Link Distance (ft)		485	1265		460	
Travel Time (s)		7.3	19.2		12.5	
Confl. Bikes (#/hr)						1
Peak Hour Factor	0.90	0.90	0.93	0.93	0.94	0.94
Heavy Vehicles (%)	0%	2%	1%	1%	0%	0%
Adj. Flow (vph)	198	1688	1449	196	232	174
Shared Lane Traffic (%)						
Lane Group Flow (vph)	198	1688	1449	196	232	174
Turn Type	Prot	NA	NA	Perm	Prot	Free
Protected Phases	5	2	6		4	
Permitted Phases		4		6		Free
Detector Phase	5	2	6	6	4	
Switch Phase						
Minimum Initial (s)	6.0	23.0	23.0	23.0	8.0	
Minimum Split (s)	16.0	29.0	29.0	29.0	21.5	
Total Split (s)	25.0	130.0	105.0	105.0	30.0	
Total Split (%)	15.6%	81.3%	65.6%	65.6%	18.8%	
Yellow Time (s)	3.5	4.5	3.2	3.2	3.2	
All-Red Time (s)	2.5	1.5	2.3	2.3	2.3	
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	
Total Lost Time (s)	4.0	4.0	3.5	3.5	4.0	
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Recall Mode	None	C-Max	C-Max	C-Max	None	
Act Effct Green (s)	16.3	160.0	114.8	114.8	17.4	160.0
Actuated g/C Ratio	0.10	1.00	0.72	0.72	0.11	1.00
v/c Ratio	0.55	0.48	0.57	0.16	0.61	0.11
Control Delay	74.1	0.5	12.5	1.4	74.8	0.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	74.1	0.5	12.5	1.4	74.8	0.1
LOS	E	A	B	A	E	A
Approach Delay		8.2	11.1		42.8	
Approach LOS		A	B		D	



# Lanes, Volumes, Timings

## 1: US 278 & Mall Blvd (Shelter Cove Center)

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	103	0	350	0	121	0
Queue Length 95th (ft)	144	0	485	27	164	0
Internal Link Dist (ft)		405	1185		380	
Turn Bay Length (ft)	500			500		
Base Capacity (vph)	459	3539	2563	1202	569	1595
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.43	0.48	0.57	0.16	0.41	0.11

### Intersection Summary

Area Type: Other

Cycle Length: 160

Actuated Cycle Length: 160

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.61

Intersection Signal Delay: 13.0

Intersection LOS: B

Intersection Capacity Utilization 59.0%

ICU Level of Service B

Analysis Period (min) 15

### Splits and Phases: 1: US 278 & Mall Blvd (Shelter Cove Center)

<p>→ ϕ2 (R) 130 s</p>	<p>→ ϕ4 30 s</p>
<p>← ϕ5 25 s</p>	<p>← ϕ6 (R) 105 s</p>

Lanes, Volumes, Timings  
2: US 278 & Shelter Cove NE

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	56	1739	1519	104	67	41
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150			150	0	150
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Ped Bike Factor				0.98	1.00	0.98
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	3539	3574	1615	1805	1615
Flt Permitted	0.132				0.950	
Satd. Flow (perm)	251	3539	3574	1575	1800	1581
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				111		58
Link Speed (mph)		45	45		25	
Link Distance (ft)		1235	500		495	
Travel Time (s)		18.7	7.6		13.5	
Confl. Peds. (#/hr)	3			1	1	3
Peak Hour Factor	0.94	0.94	0.94	0.94	0.71	0.71
Heavy Vehicles (%)	0%	2%	1%	0%	0%	0%
Adj. Flow (vph)	60	1850	1616	111	94	58
Shared Lane Traffic (%)						
Lane Group Flow (vph)	60	1850	1616	111	94	58
Turn Type	Perm	NA	NA	Perm	Prot	Perm
Protected Phases		4	8		6	
Permitted Phases	4			8		6
Detector Phase	4	4	8	8	6	6
Switch Phase						
Minimum Initial (s)	30.0	30.0	30.0	30.0	16.0	16.0
Minimum Split (s)	36.0	36.0	36.0	36.0	21.5	21.5
Total Split (s)	136.0	136.0	136.0	136.0	24.0	24.0
Total Split (%)	85.0%	85.0%	85.0%	85.0%	15.0%	15.0%
Yellow Time (s)	4.5	4.5	4.5	4.5	3.2	3.2
All-Red Time (s)	1.5	1.5	1.5	1.5	2.3	2.3
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-1.5	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	5.5
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	C-Max	C-Max	C-Max	C-Max	None	None
Act Effct Green (s)	134.0	134.0	134.0	134.0	18.0	16.5
Actuated g/C Ratio	0.84	0.84	0.84	0.84	0.11	0.10
v/c Ratio	0.29	0.62	0.54	0.08	0.46	0.27
Control Delay	6.7	5.6	4.7	0.5	74.3	17.6
Queue Delay	0.0	0.2	0.0	0.0	0.0	0.0
Total Delay	6.7	5.8	4.7	0.5	74.3	17.6
LOS	A	A	A	A	E	B
Approach Delay		5.9	4.4		52.7	
Approach LOS		A	A		D	

# Lanes, Volumes, Timings

## 2: US 278 & Shelter Cove NE

7/14/2015



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Queue Length 50th (ft)	11	276	210	0	94	0
Queue Length 95th (ft)	29	356	272	10	121	24
Internal Link Dist (ft)		1155	420		415	
Turn Bay Length (ft)	150			150		150
Base Capacity (vph)	209	2963	2993	1336	225	234
Starvation Cap Reductn	0	402	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.29	0.72	0.54	0.08	0.42	0.25

### Intersection Summary

Area Type: Other

Cycle Length: 160

Actuated Cycle Length: 160

Offset: 24 (15%), Referenced to phase 4:EBTL and 8:WBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.62

Intersection Signal Delay: 7.1

Intersection LOS: A

Intersection Capacity Utilization 68.1%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 2: US 278 & Shelter Cove NE





# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri B. Lewis, AICP, *LMO Official*  
**FROM:** Heather L. Colin, AICP, *Development Review Administrator*  
**CC:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** July 16, 2015  
**SUBJECT:** Shelter Cove Towne Centre Apartments – Land Swap  
Proposed Ordinance No. 2015-20

---

### **Recommendation:**

Recommend approval of the exchange of real property with Shelter Cove Towne Centre (SCTC), LLC and Shelter Cove II, LLC as outlined in Addendum #1 of that Certain Amended and Restated Development Agreement.

### **Summary:**

Addendum #1 of that Certain Amended and Restated Development Agreement with Shelter Cove Towne Centre, LLC (The Mall Redevelopment Agreement) contemplates the exchange of real property wherein the property conveyed to SCTC will be developed into multi-family dwelling units and the property conveyed to the Town to allow for future uses, such as an expansion of Shelter Cove Community Park.

### **Background:**

In consideration of SCTC conveying property to the Town and the possible expansion of the Community Park as part of the continued redevelopment of the Mall at Shelter Cove, the Town has agreed to convey a portion of its property to SCTC to be developed and utilized as multi-family dwelling units upon certain conditions and restrictions. These restrictions will be approved via a separate Ordinance.

**AN ORDINANCE OF THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO SHELTER COVE II, LLC, IN EXCHANGE FOR LAND TO BE CONVEYED TO THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA AND OWNED BY SHELTER COVE II, LLC, IN CONJUNCTION WITH ADDENDUM #1 TO THAT CERTAIN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, 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, South Carolina (the “Town”) is the owner of certain real property located on Hilton Head Island and known as a portion of Beaufort County Tax Map # R520-012-00C-0002-0000, more particularly described as follows:

That certain piece, parcel or tract of land, being 4.44 acres, more or less, and shown and designated as “Multi-Family Site #2” on that certain Alternate Concept Plan – Study Two for Shelter Cove Towne Centre Apartments, dated July 1, 2015, a copy of which is attached hereto as Exhibit “A”.

(hereinafter referred to as “Town Parcel”); and,

WHEREAS, Shelter Cove II, LLC (“Developer”) is the owner of certain real property located on Hilton Head Island and known as a portion of Beaufort County Tax Map # R520-012-00B-0082-0000, more particularly described as follows:

That certain piece, parcel or tract of land, shown and designated as “Proposed Community Park Expansion” on that certain Alternate Concept Plan – Study Two for Shelter Cove Towne Centre Apartments, dated July 1, 2015, a copy of which is attached hereto as Exhibit “A”.

(hereinafter referred to as “Developer Parcel”); and,

WHEREAS, contemporaneously with the adoption of this Ordinance, the Town is adopting an Ordinance approving the execution and recording of Addendum #1 to that certain



Amended and Restated Development Agreement (“Addendum”), by and between the Town, Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC; and,

WHEREAS, the Addendum contemplates that the Town and Developer will exchange ownership of the Town Parcel and the Developer Parcel through the execution, delivery, and recording of deeds, and will take other and further actions as described in the Addendum and the Exchange Agreement attached to the Addendum as Exhibit “D”; and,

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina, has determined that it is in the best interests of the Town to approve the exchange of property as mentioned herein above, and to authorize the Mayor and/or Town Manager to take such further and other actions as may be necessary to effectuate the above exchange of property, so long as such exchange is in substantial conformance with the Concept Plan attached hereto as Exhibit “A” and the Addendum; 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 and Acceptance of Deeds.

- (a) The Mayor and/or Town Manager are hereby authorized to (i) execute and deliver a deed, and (ii) accept a deed, evidencing the aforementioned exchange of property so long as such exchange is in substantial conformance with the Concept Plan attached hereto as Exhibit “A” and the Addendum; 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 herein and as authorized hereby.

**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.

**PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

\_\_\_\_\_  
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”**





Document is preliminary and subject to change.

SHELTER COVE TOWNE CENTRE APARTMENTS  
ALTERNATE CONCEPT PLAN - STUDY TWO  
HILTON HEAD ISLAND, SOUTH CAROLINA  
JULY 1, 2015







# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri B. Lewis, AICP, *LMO Official*  
**FROM:** Heather L. Colin, AICP, *Development Review Administrator*  
**CC:** Charles Cousins, AICP, *Community Development Director*  
**DATE:** July 16, 2015  
**SUBJECT:** Shelter Cove Towne Centre Apartments – Establishment of Covenants and Restrictions  
Proposed Ordinance No. 2015-21

---

### **Recommendation:**

Recommend approval of the establishment, execution, and recording of Covenants and Restrictions on Town owned property.

### **Summary:**

Addendum #1 of that Certain Amended and Restated Development Agreement with Shelter Cove Towne Centre, LLC (The Mall Redevelopment Agreement) contemplates the exchange of real property wherein the property conveyed to SCTC will be developed into multi-family dwelling units and that the multi-family units must remain apartments.

### **Background:**

In consideration of SCTC conveying property to the Town and the possible expansion of the Community Park as part of the continued redevelopment of the Mall at Shelter Cove, the Town has agreed to convey a portion of its property to SCTC to be developed and utilized as multi-family dwelling units upon certain conditions and restrictions. Specifically, the parties have agreed that these multi-family units are to remain apartments and cannot be converted into condominiums, they will not be rented for terms less than twelve (12) months and that tenants may not sub-let the units. In order to place these restrictions upon the property, a Declaration of Covenants and Restrictions must be executed and recorded prior to the Town's conveyance of the property.



**AN ORDINANCE OF THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE ESTABLISHMENT OF COVENANTS AND RESTRICTIONS ON REAL PROPERTY IN CONJUNCTION WITH ADDENDUM #1 TO THAT CERTAIN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, 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, South Carolina (the “Town”) is the owner of certain real property located on Hilton Head Island and known as a portion of Beaufort County Tax Map # R520-012-00C-0002-0000, more particularly described as follows:

That certain piece, parcel or tract of land, being 4.44 acres, more or less, and shown and designated as “Multi-Family Site #2” on that certain Alternate Concept Plan – Study Two for Shelter Cove Towne Centre Apartments, dated July 1, 2015.

(hereinafter referred to as “Multi-Family Site #2”); and,

WHEREAS, contemporaneously with the adoption of this Ordinance, the Town is adopting an Ordinance approving the execution and recording of Addendum #1 to that certain Amended and Restated Development Agreement (“Addendum”), by and between the Town, Shelter Cove Towne Centre, LLC, and Shelter Cove II, LLC; and,

WHEREAS, the Addendum contemplates that the Town will convey Multi-Family Site #2 to Shelter Cove II, LLC (“Developer”) in exchange for property to be conveyed to the Town; and

WHEREAS, the Developer will develop multi-family dwelling units on the Multi-Family Site #2 subject to certain restrictions as agreed upon between the Developer and the Town; and

WHEREAS, the Town Council for the Town has determined that it is in the best interests of the Town to record and establish a Declaration of Covenants, Restrictions, and Limitations in a substantially similar form as attached hereto as Exhibit “A”; 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 disposition 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.*** Establishment of Covenants and Restrictions:

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver a Declaration of Covenants, Restrictions, and Limitations, or a document substantially similar in form and substance to that, which is attached hereto as Exhibit “A”; 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 herein and as authorized hereby.

***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.

**PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN  
OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2015.**

\_\_\_\_\_  
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     )  
  )     DECLARATION OF COVENANTS,  
COUNTY OF BEAUFORT         )     RESTRICTIONS, AND LIMITATIONS

THIS DECLARATION is made this            day of            ,            20            , by the Town of Hilton Head Island, South Carolina, a municipal corporation (hereinafter referred to as "Declarant").

WITNESSETH:

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 hereof 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 ("the Property") which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants, is described as follows:

[Legal description to be inserted upon completion of survey]

## PART TWO LAND USE RESTRICTIONS

### ARTICLE II: General Land Use Restrictions and Obligations

Section 2.1: Restrictions on Converting Apartments to Condominiums. In the event any apartments are erected, constructed, or otherwise built on or within the Property, said apartments shall not be converted into condominiums in any manner.

Section 2.2: Restrictions on Rentals of Apartments for Less than Twelve Months per Lease. In the event any apartments are erected, constructed, or otherwise built on or within the Property, the owner(s) of any apartment(s) shall not execute or enter into any lease(s) with a term for less than twelve (12) months per lease. In the event that such a lease is executed or entered into, said lease shall be considered void and of no legal effect.

Section 2.3: Restrictions on Sub-Letting of Apartments by Tenants. In the event any apartments are erected, constructed, or otherwise built on or within the Property, the tenant(s) of any apartment(s) shall not lease or sub-let the apartment(s) to any third parties.

Section 2.4: Restrictions on Timeshares and Interval/Fractional Ownership. There shall not be any timesharing, interval ownership, or fractional ownership occurring in or about the Property, in connection with any apartments or other dwellings or structures erected, constructed or otherwise built on or within the Property.

## 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 grantee, its agents, successors or assigns, Declarant shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and Declarant shall have the right to recover all 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 shall in no way affect any of the other restrictions, 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 and the original Owner of the Property.

Section 3.4: Interoretation. 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, which will carry out the intent of the Declarant as expressed in the recitals of these Covenants.

Contrary to the restrictive common law rule of construction, these Covenants shall by this Covenant 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 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.

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 a compliance to the terms hereof or to prevent the violation or breach in any event. Violators 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.

Section 3.6: Gender. Tense. and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 3.7: No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

Section 3.8: Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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)  
)

UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Stephen G. Riley appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

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

\_\_\_\_\_(SEAL)

Signature of Notary Public for South Carolina

My Commission expires: \_\_\_\_\_