



The Town of Hilton Head Island

Regular Town Council Meeting

January 9, 2018

4:00 P.M. EXECUTIVE SESSION

CONFERENCE ROOM #3

5:00 P.M. REGULAR MEETING

BENJAMIN M. RACUSIN COUNCIL CHAMBERS

AGENDA

****Please note, the Town Council Meeting will be Called to Order in Conference Room Number Three, and return to Council Chambers for the Regular Session at 5:00 P.M.****

As a courtesy to others please turn off/silence ALL mobile devices during the Town Council Meeting, Thank You.

- 1. Call to Order**
- 2. FOIA Compliance** - Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.
- 3. Executive Session**
 - a. Land Acquisition**

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

 - i. Intersection of Squire Pope Road and Gum Tree Road
 - b. Personnel Matters**
 - i. Discussion of appointments of members related to Boards and Commissions.
- 4. Pledge to the Flag – 5:00 p.m.**
- 5. Invocation**
- 6. Proclamations & Commendations - None**
- 7. Approval of Minutes**
 - a. Town Council Meeting, December 19, 2017
- 8. Report of Town Manager**
 - a. Update from the Design Review Board – Dale Strecker, Vice Chairman**
 - b. USCB Quarterly Review**
 - c. Items of Interest**
 - i. Town News
 - ii. Noteworthy Events

9. Reports from Members of Council

- a.** General Reports from Council
- b.** Report of the Intergovernmental & Public Safety Committee – Bill Harkins, Chairman
- c.** Report of the Community Services Committee – Kim Likins, Chairman
- d.** Report of the Public Planning Committee – David Ames, Chairman
- e.** Report of the Public Facilities Committee – Marc Grant, Chairman
- f.** Report of the Finance & Administrative Committee – John McCann, Chairman

10. Appearance by Citizens

11. Unfinished Business

a. Second Reading of Proposed Ordinance 2017-26

Second Reading of Proposed Ordinance 2017-26 to amend the Municipal Code of the Town of Hilton Head Island by creating Chapter 4 of Title 9, establishing regulations and requirements relating to single-use plastic bags in the Town of Hilton Head Island; and providing for severability and an effective date.

12. New Business

a. Consideration of a Recommendation – Drainage Agreement with Hilton Head Plantation Property Owners' Association

Consideration of a Recommendation that Town Council authorize the Town Manager to amend the Storm Water Maintenance and Access Agreement with Hilton Head Plantation Property Owners' Association, Inc. to include the addition of storm drainage easements that qualify for public service, are privately owned, and lie within the limits of the Planned Unit Developments or Property Owners' Association which shares a Storm Drainage Maintenance and Access Agreement with the Town of Hilton Head Island.

b. Consideration of a Recommendation – Private Dirt Road Policy Issues

Consideration of a Recommendation from Town staff that Town Council review the five key policy issues as identified by the Public Facilities Committee, and approve the five key policy decisions needed to guide the private unpaved road acquisition and paving program.

c. Consideration of a Recommendation – Roadway Improvements on Office Park Road.

Consideration of a Recommendation that Town Council amend the Town's Consolidated Municipal Budget for 2017-2018, the Capital Improvement Program Fiscal Year 2017-2018 Funding, to provide sufficient funding to contract for the immediate construction of capital roadway improvements on Office Park Road.

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

14. Adjournment

THE TOWN OF HILTON HEAD ISLAND REGULAR TOWN COUNCIL MEETING

Date: Tuesday, December 19, 2017

Time: 4:00 P.M.

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

Present from Town Staff: Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Scott Liggett, *Director of Public Projects & Facilities/Chief Engineer*; Brad Tadlock, *Fire Chief*; John Troyer, *Finance Director*; Jennifer Ray, *Planning and Special Projects Manager*; Anne Cyran, *Senior Planner*; Erica Madhere, *Finance Administrator*; Cindaia Ervin, *Finance Assistant*; Andrew Nicholls, *System Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

Present from Media: Alex Kincaid, *Island Packet*

1. Call to Order

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

2. 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.

3. Executive Session

Mr. Riley stated he needed an Executive Session for: (a) Land Acquisition; Discussion of negotiations incident to proposed sale, lease or purchase of property land near (i) Palmetto Bay Road, and (ii) Spanish Wells Road; and (b) Personnel Matters, (i) discussion regarding the FY17 performance evaluation of the Town Attorney.

At 4:02 p.m. Mrs. Likins moved to go into Executive Session for matters mentioned by the Town Manager. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

Council returned to the dais at 5:00 p.m.

4. Pledge to the Flag

5. Invocation

6. Proclamations & Commendations - None

7. Approval of Minutes

a. Town Council Meeting, December 5, 2017

Mrs. Likins moved to approve the Town Council meeting minutes from December 5, 2017. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

8. Report of Town Manager

a. Hilton Head Island: Our Future

Linda Piekut, Executive Director of the Heritage Library and Iva Welton, Board of Advisors of the Heritage Library provided an update regarding the St. Luke's Parish and the Zion Chapel of Ease Cemetery's acceptance to the National Register of Historic Places. Ms. Piekut stated that the cemetery is the seventy-seventh listing in the County, and the ninth on Hilton Head Island. She went on to say that the listing with the Register is important as it draws tourists and funding for the cemetery. Ms. Piekut turned the remaining update over to Ms. Welton who provided further information regarding the historical importance of the cemetery.

b. Items of Interest

i. Town News

Mr. Riley reported that the Administrative Offices would be closed on Monday, December 25th and Monday, January 1st. He reviewed upcoming meetings taking place at Town Hall through the end of the month and discussed the January 2, 2018 Town Council meeting with the members of Council. Mr. Riley recommended that Council move the January meetings from the first and third Tuesday of the month to the second and fourth Tuesday.

After much discussion from Council, Mrs. Likins made a motion to cancel the January 2, 2018 Town Council meeting, changing the meeting to January 9, 2018, and keeping the scheduled Town Council meeting on January 16, 2018. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

Mr. Ames requested to the Mayor that Council also meet in January at a workshop to discuss the Town policy for affordable housing. Mayor Bennett ask Mr. Riley to have the Town Clerk work with Council to schedule an affordable housing workshop during the month of January.

ii. Noteworthy Events

Mr. Riley reported on upcoming noteworthy events taking place in the coming weeks.

9. Reports from Members of Council

a. General Reports from Council

Mr. Harkins reported that he met with the volunteer Telecommunication Task Force. He said that the Task Force has recommitted to work with the Town Manager and a designated leader from the Town in terms of IT. The Task Force intends to contact the home offices of the major firms in the world of IT, like AT&T. He said that the Task Force would like to have a letter from the Town endorsed by Town Council indicating their interest and need in upgrading the services in the years to come. Mr. Harkins also reported that he has met with Dr. Barry Bittman, a neurologist that has addressed the needs of an insufficient workforce in communities. He said that Dr. Bittman's approach builds on the thinking that has emanated from the members of Town Council, members of the community, and business owners. Mr. Harkins said that the Chamber has invited him to be a keynote speaker and participant at their session planned on this subject in about six weeks and encourages everyone to participate in the Chamber's event.

Mrs. Likins reported that she spoke earlier in the week with Mr. Riley about the applications for the Communications Officer position. She stated that at the closing of the posting, they had received approximately 140 applications for the position. Mrs. Likins said that during her conversation with Mr. Riley, she thought it would be beneficial that a member of Council participate in the vetting process of the candidates since the Communications Officer works with Council and their initiatives. Mayor Bennett suggested that Mrs. Likins is the appropriate person to work with Town staff during the vetting process. She accepted, and Mr. Riley noted as per Mayor Bennett's request.

b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins, Chairman

Mr. Harkins stated that he did not have a report this week.

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

Mrs. Likins stated that she did not have a report this week. She did report that she had an update regarding the Consultants recommendations for the Community Arts Center. Mrs. Likins reported the final report should be to the Committee by the end of the year, and a meeting scheduled thereafter to discuss with Council.

d. Report of the Public Planning Committee – David Ames, Chairman

Mr. Ames reported that the Committee was meeting on December 20, 2017 at 3:00 p.m. to discuss the policy questions that Town staff prepared for the Committee regarding affordable housing. He said after this meeting, the workshop in January will further define the policy stance of Town Council moving forward with affordable housing.

e. Report of the Public Facilities Committee – Marc Grant, Chairman

Mr. Grant reported that the Committee met earlier that morning to discuss the private dirt road policy issues on the Island. He said that Mr. Liggett, Director of Public Projects & Facilities/Chief Engineer, presented the five key policy issues for the Committee to review and subsequently approve to move forward with a recommendation to bring forward to the next Council meeting.

f. Report of the Finance & Administrative Committee – John McCann, Chairman

Mr. McCann reported that the Committee met earlier in the day where Mr. Netzinger, Assistant Town Engineer/Stormwater, and his team presented the yearend storm water update. He also reported that Mr. Troyer, Finance Director, provided the Committee with a yearend report, the condition of the Town's finances, the recovery of funds from Hurricane Matthew, and what is to be expected in the next 60 to 90 days.

10. Appearance by Citizens

Skip Hoagland. Addressed Council related to his matters with the Town, taxes, ATAX, and the HHI-Bluffton Chamber of Commerce.

11. Unfinished Business

a. Second Reading of Proposed Ordinance 2017-20

Second Reading of Proposed Ordinance 2017-20 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 with respect to those certain parcels identified as Parcel 7 on Beaufort County Tax Map #11 to rezone the parcel from RM-4 (low to moderate density residential) Zoning District to the WMU (waterfront mixed use) Zoning District [Property 1] and Parcel 302 on Beaufort County Tax Map #4H to rezone the parcel from the PD-1 (planned development mixed use) Zoning District to the MS (main street) Zoning District [Property 2] and Parcel 172 on Beaufort County Tax Map #11 to rezone the parcel from the WMU (waterfront mixed use) Zoning District to the PD-1 (planned development mixed use) Zoning District [Property 3]; and providing for severability and an effective date

Mrs. Likins moved to approve the Second Reading of Proposed Ordinance 2017-20. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

b. Second Reading of Proposed Ordinance 2017-22

Second Reading of Proposed Ordinance 2017-22 the Third Supplemental Ordinance providing for the issuance and sale of not exceeding \$14,000,000 in aggregate principal amount of the Town of Hilton Head Island, South Carolina, Stormwater System Revenue Bonds, in one or more Series, for the purpose of financing certain capital improvements and refinancing all or a portion of the \$13,810,000 original principal amount Town of Hilton Head Island, South Carolina, Stormwater System Refunding Revenue Bond, Series 2010; delegating the authority to the Town Manager to determine certain matters with respect to new bonds; prescribing the form and details of such bonds; amending certain provisions to the General Bond Ordinance; other matters relating thereto; and providing for severability and an effective date.

Mrs. Likins moved to approve Proposed Ordinance 2017-22, Mr. Harkins seconded, the motion was approved by a vote of 7-0.

12. New Business

a. Consideration of Recommendations of the Accommodations Tax Advisory Committee

Mr. McCann made a motion to accept the Recommendations of the Committee in its entirety. Mr. Lennox seconded.

Mr. Harkins made a motion to amend the Recommendations of the Committee up to \$100,000 from the carryover to the Airport contingent of a 2 to 1 match from Beaufort County. Mrs. Likins seconded the motion to amend.

Mr. Brown, Chairperson of the Accommodations Tax Advisory Committee addressed Council stating giving an overview of what the Committee of what their discussions were that lead them to their final recommendations.

Many citizens addressed Council regarding the Art Center of Coastal Carolina. Asking Council to approve the original \$400,000 that was approved the previous year. Explaining to Council that the Art Center is a diverse attraction, and is important to keep funding it and not take funding away. Mr. McCleod explained that the members of the Art Center’s Finance Committee is made up of finance experts, for example former bankers, investment bankers, and auditors. He said that they are focused on oversight and ask that Council please consider the \$400,000. Others stated that expenses have gone up, not down, and that taking money away doesn’t do anything more than do more harm to the Art Center.

After lengthy discussion regarding the Art Center of Coastal Carolina, Mr. McCann moved to increase the original recommendation for the Art Center from \$385,000 to \$400,000. Mr. Lennox seconded.

Council continued to discuss all off the recommendations presented by the Committee, and at the conclusion of their discussion, Mayor Bennett asked for any final discussion and called the vote.

The motion made by Mr. McCann to increase the funding for the Art Center of Coastal Carolina from

\$385,000 to \$400,000, then seconded by Mr. Lennox was approved by a vote of 4-3. Mayor Bennett, Mr. Ames, and Mrs. Likins opposed.

The motion made by Mr. Harkins to amend the original motion, providing up to \$100,000 to the Airport in a 1 to 2 matching grant with Beaufort County, agreeing no later than March 1, 2018, then seconded by Mrs. Likins was approved by a vote of 7-0.

The original motion made by Mr. McCann to approve the Recommendation of the Accommodations Tax Advisory Committee, as amended, excluding the recommendations for the Boys and Girls Club and the First Tee of the Lowcountry, then seconded by Mr. Lennox was approved by a vote of 7-0.

The final motion made by Mr. Harkins considering the Recommendations of the Accommodations Tax Advisory Committee for the Boys and Girls Club and the First Tee of the Lowcountry, then seconded by Mr. McCann was approved by a vote of 6-0-1. Mrs. Likins recused herself from the vote, see the attached recusal form attached at the conclusion of the minutes.

b. First Reading of Proposed Ordinance 2017-26

First Reading of Proposed Ordinance 2017-26 to amend the Municipal Code of the Town of Hilton Head Island by creating Chapter 4 of Title 9, establishing regulations and requirements relating to single-use plastic bags in the Town of Hilton Head Island; and providing for severability and an effective date.

Mrs. Likins moved to approved Proposed Ordinance 2017-26. Mr. Harkins seconded.

The members of Council discussed the proposed ordinance, asking questions related to Section 9-4-40, Exemptions.

Christopher Inglese, Assistant County Attorney addressed Council answering the questions that they had related to the proposed ordinance as well as explaining the process that the Beaufort County Council was currently following with regards to the ordinance they had just passed during a second reading on December 11, 2017. Mr. Inglese also invited Rikki Parker with the Coastal Conservation League to help answer questions as well.

Ms. Parker answered Council's question related to pharmacists and veterinarians use of plastic bags. She stated that the Food and Drug Administration regulations requires that the exemption exist within the ordinance for pharmacists and veterinarians for prescribing and/or dispensing medications only. The exemption does not apply to the business.

After much discussion from the members of the community showing their support in favor of the ordinance, Mayor Bennett asked the members of Council if there was any further discussion on the matter. Council continued to discuss the importance of the environment of the Island, as well as the importance of passing an ordinance like this.

At the conclusion of the discussion, Mr. Grant moved to amend the original motion adding in language under Section 9-4-40 Exemptions. Bags provided by pharmacists or veterinarians to contain prescription drugs or other medical necessities "as per FDA regulations." Mr. McCann seconded, the motion passed by a vote of 7-0.

The original motion made by Mrs. Likins, as amended and seconded by Mr. Harkins was approved by a vote of 7-0.

c. Consideration of a Recommendation – Cordillo Tennis Courts Park

Consideration of a Recommendation from the Public Facilities Committee that Town Council approve the recommended list of potential park elements to be used to develop plans for permitting and construction at the Cordillo Tennis Courts Park.

Mrs. Likins moved to approve the Recommendation. Mr. Harkins seconded.

After listening to a member of the Cordillo Courts Board, the members of Council discussed the recommendation and the potential park elements list. Council debated if the list was a starting off point to begin the discussion for improvements to the Cordillo Tennis Courts Park, or if the park elements list had been reviewed and approved before being forwarded to Council to review.

Charles Cousins, Director of Community Development clarified stating that the potential park elements list, had already been to the Parks and Recreation Commission for approval, who then forwarded it to the Public Facilities Committee for approval and recommendation to Council. Mr. Cousins said, the

recommendation as it reads, is the recommendation that came from the Public Facilities Committee. Mr. Riley also clarified, that the project itself will need to come back to Council for budgetary approval.

At the conclusion of Council's discussion, the motion passed by a vote of 7-0.

d. Consideration of a Recommendation – Bradley Circle “NO PARKING” Signs

Consideration of a Recommendation from the Public Planning Committee that Town Council approve Town staff coordination with Beaufort County for the installation of “NO PARKING” signs along Bradley Circle and the subsequent enforcement thereof by the Town.

Mrs. Likins moved to approve the Recommendation. Mr. Harkins seconded.

After a brief discussion, the motion passed by a vote of 7-0.

e. Consideration of a Resolution to allow investment in the State Local Government Investment Pool

Consideration of a Resolution to establish authority for the Town to participate in the South Carolina Local Government Investment Pool as managed by the South Carolina State Treasurer.

Mrs. Likins moved to approve the Resolution. Mr. Harkins seconded.

After a short discussion between Council and Town staff, the motion passed by a vote of 7-0.

f. Consideration of the Adoption of the Key 2018 Town Council Priorities

Mrs. Likins moved to adopt the 2018 Town Council Priorities. Mr. Harkins seconded, the motion passed by a vote of 7-0.

g. Consideration of a Recommendation – Analysis to determine the possibility of adding a traffic light at Long Cove

Consideration of a Recommendation from the Public Facilities Committee that Town Council direct Town staff to collect the necessary data, and that a signal warrants analysis for the intersection of Long Cove Drive and William Hilton Parkway (U.S. 278 (Bus.)) be conducted by the SCDOT.

Mrs. Likins moved to approve the Recommendation. Mr. Harkins seconded.

After some discussion from Council concerning the safety related to the intersection at Long Cove Drive and U.S. 278, Mr. Riley stated that the motion as made is not supported by staff. He said there is the concern is that the Town is setting a precedence of what should be a private party's responsibility to collect data.

Council continued to discuss the matter, and concluded that there could be an opportunity for reimbursement to Long Cove if they would like to collect the data necessary for this project. The reimbursement would be for no more than \$2,000

Upon final agreement from the members of Council that Long Cove could contract to do the analysis on their own and the Town would reimburse Long Cove for the work up to \$2,000. Mayor Bennett called the vote, passing by a vote of 7-0.

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

14. Adjournment

Mayor Bennett adjourned the meeting at 6:57 p.m.

Krista M. Wiedmeyer,
Executive Assistant/Town Clerk

Approved: 01/09/2018

David Bennett, Mayor



UNIVERSITY OF
SOUTH CAROLINA
BEAUFORT

Date: December 20, 2017

To: Stephen G. Riley, ICMA-CM, Town Manager
One Town Center Court
Hilton Head Island SC 29928

From: Mike Parrott, USC Beaufort

Re: USCB Hospitality Management 4th Quarter 2017 Construction Report

CONSTRUCTION PROGRESS

Work continues as scheduled. The 1st floor concrete slab is complete as well as the underground mechanical, electrical, and plumbing rough-ins. Structural steel installation is complete. The 2nd floor metal decking is installed and 50% of the 2nd floor concrete is poured. The balance of that concrete floor is scheduled to be poured before Christmas. Roof trusses are on site. Laminated wood beams are being fabricated. Those components are scheduled to be installed after the first of the year. Exterior wall framing has begun. 2nd floor mechanical, electrical, and plumbing rough-ins are underway.

SCHEDULE

The current contractor schedule allows the University to occupy the facility September 21, 2018.

BUDGET

Budget numbers continue to track well. We have committed \$17,964,679 in contracts to the architect, construction contractor, and a testing and inspections firm. The furniture, site lighting, and audio visual instructional equipment procurements are underway.

Total expenses paid to date are \$5,023,574.



ITEMS OF INTEREST

January 9, 2018

TOWN NEWS

- In observance of Martin Luther King, Jr. Day, the Town of Hilton Head Island Administrative Offices will be closed Monday, January 15, 2018.

TOWN OF HILTON HEAD ISLAND MEETINGS

- Culture & Arts Advisory Committee – January 10, 2018 – 9:30 a.m.
- Parks & Recreation Commission – January 11, 2018 – 3:30 p.m.
- Finance & Advisory Committee – January 16, 2018 – 2:00 p.m.
- Town Council, Executive Session – January 16, 2018 – 4:00 p.m.
- Town Council, Regular Session – January 16, 2018 – 5:00 p.m.

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

HILTON HEAD ISLAND EVENTS

Friday, January 12, 2018 6:00 – 8:00 p.m.	MLK Community Religious Service	Queen Chapel A.M.E Church
Saturday, January 13, 2018 9:00 – 12:00 p.m.	MLK Community Service Day Breakfast & Project Work	All Saints Episcopal Church
Monday, January 15, 2018 10:00 – 1:30 p.m.	MLK March, Award, & Cookout	Hilton Head Island High School

MEMORANDUM

TO: Town Council

FROM: Staff Attorney

RE: Request by Beaufort County for the Town to adopt an ordinance related to the use of single-use plastic bags.

DATE: December 7, 2017

CC: Stephen G. Riley, ICMA-CM, Town Manager
Gregory D. DeLoach, Esq., Assistant Town Manager for Administration

At the first reading on December 19, 2017 of Proposed Ordinance #2017-26, section 9-4-40 B was amended to add the language “as required by the U.S. Food and Drug Administration (FDA)”.

All other sections of the Ordinance remain the same.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

PROPOSED ORDINANCE NO. 2017- 26

ORDINANCE NO.:

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND BY CREATING CHAPTER 4 OF TITLE 9, ESTABLISHING REGULATIONS AND REQUIREMENTS RELATING TO SINGLE-USE PLASTIC BAGS IN THE TOWN OF HILTON HEAD ISLAND; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Beaufort County Council seeks to protect the health, safety, and general welfare of the residents and visitors within the County; and

WHEREAS, the Beaufort County Council seeks to improve and protect the environment within the County by encouraging the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased goods throughout the County; and

WHEREAS, the Town Council seeks to protect the health, safety, and general welfare of the residents and visitors within the Town; and

WHEREAS, the Town Council seeks to improve and protect the environment within the Town by encouraging the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased goods; and

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

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

Section 1. That Chapter 4 of Title 9 of the Municipal Code of the Town of Hilton Head Island, South Carolina, is hereby created as follows:

“Regulations and Requirements Relating to the Use of Single-Use Plastic Bags.”

“Section 9-4-10. Purpose and Intent.

This chapter is adopted to improve the environment of the Town by encouraging the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased goods. Business establishments are encouraged to make reusable bags available for sale, to make recyclable paper carryout bags available for distribution and to continue offering bins for all recyclable products including but not limited to plastic products.

Section 9-4-20 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

• Business Establishment. Any commercial enterprise that provides carryout bags to its customers through its employees or independent contractors associated with the business. The term includes sole proprietorships, joint ventures, partnerships, corporations, or any other legal entity, whether for profit or not for profit.

• Single-Use Plastic Carryout Bag. A bag provided by a business establishment to a customer typically at the point of sale for the purpose of transporting purchases, which is made predominantly of plastic derived from either petroleum or a biologically-based source. "Single-use plastic carryout bag" includes compostable and biodegradable bags, but does not include reusable carryout bags.

• Reusable Carryout Bag. A carryout bag that is specifically designed and manufactured for multiple reuse, and meets the following criteria:

(1) Displays in a highly visible manner on the bag exterior, language describing the bag's ability to be reused and recycled;

(2) Has a handle; except that handles are not required for carryout bags constructed out of recyclable paper with a height of less than 14 inches and width of less than eight inches; and

(3) Is constructed out of any of the following materials:

(a) Cloth, other washable fabric, or other durable materials, whether woven or non-woven; or

(b) Recyclable plastic, with a minimum thickness of 2.25 mils;

• Customer. A person who purchases merchandise from a business establishment.

Section 9-4-30 Prohibitions.

(A) No person may provide single-use plastic carryout bags at any Town facility, Town-sponsored event, or any event held on Town property.

(B) No business establishment within the Town may provide single use plastic carryout bags to its customers.

(C) Business establishments within the Town are strongly encouraged to provide prominently displayed signage advising customers of the benefit of reducing, reusing and recycling and promoting the use of reusable carryout bags and recyclable paper carryout bags by customers.

(D) All business establishments are encouraged to provide or make available to a customer reusable carryout bags or recyclable paper bags.

Section 9-4-40 Exemptions.

This chapter shall not apply to:

(A) Laundry dry cleaning bags, door-hanger bags, newspaper bags, or packages of multiple bags intended for use as garbage, pet waste, or yard waste;

(B) Bags provided by pharmacists or veterinarians to contain prescription drugs or other medical necessities, as required by the U.S. Food and Drug Administration (FDA);

(C) Bags used by a customer inside a business establishment to:

(1) Contain bulk items, such as produce, nuts, grains, candy, or small hardware items;

(2) Contain or wrap frozen foods, meat, or fish, whether or not prepackaged;

(3) Contain or wrap flowers, potted plants or other items to prevent moisture damage to other purchases; or

(4) Contain unwrapped prepared foods or bakery goods; and

(D) Bags of any type that the customer bring to the store for their own use for carrying away from the store goods that are not placed in a bag provided by the store.

Section 9-4-50 Penalties.

(A) Any business establishment that violates or fails to comply with any of the provisions of this chapter after a written warning notice has been issued for that violation shall be deemed guilty of a misdemeanor. The penalty shall not exceed \$100 for a first violation; \$200 for a second violation within any 12-month period; and \$500 for each additional violation within any 12-month period. Each day that a violation continues will constitute a separate offense.

(B) In addition to the penalties set forth in this section, repeated violations of this chapter by a person who owns, manages, operates, is a business agent of, or otherwise controls a business establishment may result in the suspension or revocation of the business license issued to the premises on which the violations occurred. No business license shall be issued or renewed until all fines outstanding against the applicant for violations of this chapter are paid in full.

(C) Violation of this chapter is hereby declared to be a public nuisance, which may be abated by the Town by restraining order, preliminary and permanent injunction, or other means provided for by law, and the Town may take action to recover the costs of the nuisance abatement.

Severability. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Effective Date and Review.

(A) The provisions of this Chapter shall take effect 8 months from the date Town Council enacts this Ordinance provided that the same or a substantially similar Ordinance has been adopted by the Beaufort County Council. If the same or substantially similar Ordinance has not been adopted by the Beaufort County Council on the date Town Council adopts this Ordinance, then this Ordinance shall take effect 8 months from the date the Beaufort County Council does adopt such an Ordinance.

(B) Provided this Ordinance takes effect, the Town Council will review and evaluate this Ordinance and the effect of the Ordinance three (3) years from the date this Ordinance goes into effect.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____, 2018

By: _____
David Bennett, Mayor

ATTEST:

By: _____
Krista Wiedmeyer, Town Clerk

First Reading: December 19, 2018

Second Reading: _____

APPROVED AS TO FORM:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____



TOWN OF HILTON HEAD ISLAND

Public Projects and Facilities Management Department

TO: Stephen G. Riley, ICMA-CM, Town Manager
VIA: Scott Liggett, PE, Director of PP&F/Chief Engineer
FROM: Jeff Buckalew, PE, Town Engineer
Jeff Netzinger, PE, Storm Water Manager / Assistant Town Engineer
CC: Gregg Alford and Michael Barnes, Town Attorney
DATE: January 9, 2018
SUBJECT: Recommendation for Amendment of Drainage Agreement with Hilton Head Plantation POA to include certain sub-POA drainage systems

Recommendation:

Staff recommends the Town amend the storm water maintenance and access agreement with Hilton Head Plantation Property Owners Association, Inc. ("HHPOA") to include the addition of storm drainage easements that qualify for public service, are privately owned, and lie within the limits of the Planned Unit Developments (PUD) or Property Owners Association (POA) which shares a storm drainage maintenance and access agreement with the Town.

Summary:

The amendment to the storm water maintenance and access agreement reflects the addition of storm drainage easements from the Sunset Place Homeowner's Association, Inc., Villages of Skull Creek Association, and Village West Owners' Association, Inc., Village and the North Horizontal Property Owners Regime, all of which lie within the boundaries of Hilton Head Plantation. HHPOA and the Sub-POA's have executed drainage easement agreements which convey and dedicate the access and maintenance rights of the Sub-POA to HHPOA. The exhibit delineating the areas of the Town's responsibility has been updated to reflect these additional easements. The Town will use storm water utility fee revenues to provide maintenance and improvements on those systems in accordance with the master agreement with Hilton Head Plantation.

Background:

After the creation of the Storm Water Utility, the Town offered to accept the maintenance responsibility of the storm water systems located within Planned Unit Developments. The

Town has entered into agreements for access and drainage maintenance with Hilton Head Plantation, among others.

Unbeknownst to the Town prior to the execution of the maintenance and access agreements, there exist storm drainage infrastructure systems that lie within property or easements where the PUD has no rights to maintain this infrastructure. Some smaller developments within the PUD have their own POA (Sub-POA) and have approached the Town wishing to dedicate maintenance of their drainage infrastructure. While the master PUD / POA may not hold sovereignty over these Sub-POA regimes with respect to storm drainage access and maintenance rights, staff believes it is most prudent for these Sub-POA to dedicate such rights to the master PUD / POA with which the Town has an agreement. This will allow staff and the PUD / POA to better manage the maintenance of these systems by funneling all easement and work request through the PUD / POA and allowing the Town to deal directly with a single entity per PUD area.

On November 8, 2012, Town Council approved a policy for the acquisition of these storm drainage easements that qualify for public service, are privately owned, and lie within the limits of a Planned Unit Development or Property Owners Association that shares a storm drainage maintenance and access agreement with the Town.

While this will increase the extents of the Town's responsibilities regarding storm water maintenance, no increase to the storm water utility fee is being recommended.

Attachments:

- Amendment to HHPPOA Amended and Restated Drainage Agreement
- Revised Drainage Easement Exhibit for HHPPOA (area of responsibility)

2013-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF THAT CERTAIN AMENDED AND RESTATED DRAINAGE AGREEMENT AND MODIFICATION OF ACCESS, DRAINAGE AND MAINTENANCE EASEMENT AND PARTIAL ASSIGNMENT WITH HILTON HEAD PLANTATION PROPERTY OWNERS ASSOCIATION, INC. ACROSS PROPERTY LOCATED IN HILTON HEAD PLANTATION.

WHEREAS, Hilton Head Plantation Property Owners Association, Inc. ("HHPPOA") owns improved and unimproved real property and easements, and holds certain rights under covenants and restrictions affecting certain real property, located within Hilton Head Plantation; and

WHEREAS, Beaufort County, South Carolina adopted Ordinance 99-101 et seq., as amended, creating a Storm Water Utility with the power to impose Storm Water Service Fees on all residents of Beaufort County, South Carolina and which also provides that fees collected from within the municipal limits of the Town of Hilton Head Island, South Carolina ("Town") are returned to the Town to be used for the purposes set forth in the Ordinance including the construction and maintenance of planned and existing infrastructure which collects and disposes of surface and storm water within the municipal limits of the Town; and

WHEREAS, HHPPOA desires for the Town to utilize Storm Water Service Fees to undertake the maintenance and improvement of the storm and surface water drainage system within Hilton Head Plantation to facilitate the flow of storm water drainage through and from areas within Hilton Head Plantation; and

WHEREAS, on August 6, 2008, the Town and HHPPOA entered into a "Drainage Agreement" and "Access, Drainage and Maintenance Easement" relating to certain real property of HHPPOA which, among other things, set forth the obligations of the parties as relates to the

performance of maintenance and related actions to the Drainage System located within Hilton Head Plantation, and to grant the necessary easement(s) in connection therewith to the Town; and,

WHEREAS, the Town and HHPPOA now wish to modify the "Drainage Agreement" and the "Access, Drainage and Maintenance Easement" for the purpose of including additional property into the included areas of the aforementioned documents and for revisions to language as contained within the aforementioned documents; and,

WHEREAS, it is necessary for the Town to obtain from HHPPOA an "Amended and Restated Drainage Agreement" and a "Modification of Access, Drainage and Maintenance Easement and Partial Assignment", copies of which are attached hereto as Exhibit "A"; 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 citizens and visitors of the Town of Hilton Head Island to undertake the actions stated above.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA:

1. The Mayor and/or Town Manager are hereby authorized to execute and deliver an Amended and Restated Drainage Agreement and a Modification of Access, Drainage and Maintenance Easement and Partial Assignment in forms substantially similar to that which is attached hereto as Exhibit "A"; and
2. The Mayor and/or Town Manager are hereby authorized to take such other and further action as may be necessary to complete the actions authorized hereby.

PASSED AND APPROVED BY THE TOWN COUNSEL THIS 1st DAY OF
OCTOBER, 2013.



Drew Laughlin, Mayor

ATTEST:



Victoria L. Pfannenschmidt, Acting Town Clerk

Approved as to form:



Gregory M. Alford, Town Attorney

Introduced by Council Member: WILLIAM D. HARKINS

EXHIBIT "A"

STATE OF SOUTH CAROLINA)	AMENDED AND RESTATED
)	DRAINAGE AGREEMENT
COUNTY OF BEAUFORT)	

This Amended and Restated Drainage Agreement is made this _____ day of _____, 2013, by and between Hilton Head Plantation Property Owners Association, Inc. having an address of 7 Surrey Lane, Hilton Head Island, SC 29926; and the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928.

WITNESSETH

WHEREAS, on August 6, 2008, the parties herein entered into a "Drainage Agreement" relating to certain real property of the Hilton Head Plantation Property Owners Association, Inc. located on Hilton Head Island, Beaufort County, South Carolina, which real property is more accurately and fully described in said "Drainage Agreement"; and,

WHEREAS, the purpose of said "Drainage Agreement", among other things, was to set forth the obligations of the parties as relates to the performance of maintenance and related actions to the Drainage System located within the included property; and,

WHEREAS, the parties herein wish to modify the "Drainage Agreement" for the purpose of including additional property into the included area and for revisions to language as contained within the original "Drainage Agreement"; and,

EXHIBIT "A"

WHEREAS, Hilton Head Plantation is a planned unit development lying and being within the Town of Hilton Head Island, Beaufort County, South Carolina; and,

WHEREAS, Hilton Head Plantation Property Owners Association, Inc. is the owner of improved and unimproved real property and easements within Hilton Head Plantation, in the Town of Hilton Head Island, South Carolina; and,

WHEREAS, Beaufort County, South Carolina, has adopted Ordinance 99-101, *et seq.*, as amended, creating a Storm Water Utility with the power to impose Storm Water Service Fees on all residents of Beaufort County, South Carolina, and which also provides that Storm Water Service Fees collected from within the municipal limits of the Town of Hilton Head Island, South Carolina, are returned to the Town of Hilton Head Island, South Carolina, less administrative fees, to be used for the purposes set forth in Ordinance 99-101, *et seq.*; and,

WHEREAS, the imposition and collection of Storm Water Service Fees results in a fund available to the Town of Hilton Head Island, South Carolina, for the construction and maintenance of existing and planned infrastructure which collects and disposes of surface and storm water within the municipal limits of the Town of Hilton Head Island, South Carolina; and,

WHEREAS, Hilton Head Plantation Property Owners Association, Inc. desires for the Town of Hilton Head Island, South Carolina, to utilize Storm Water Service Fees to undertake the maintenance and improvement of the storm

EXHIBIT "A"

and surface water drainage system within Hilton Head Plantation, consisting of, without limitation, drainage lagoons, canals, underground pipes, culverts, manholes, weirs, valves, gates, related equipment and related infrastructure, to facilitate the flow of storm water drainage through Hilton Head Plantation and from areas within Hilton Head Plantation; and,

WHEREAS, Hilton Head Plantation Property Owners Association, Inc. has agreed to grant access, drainage and maintenance easements to the Town of Hilton Head Island, South Carolina, in order to facilitate the maintenance and improvement of the storm and surface water drainage system within certain areas of Hilton Head Plantation.

NOW, THEREFORE, know all men by these presents, Hilton Head Plantation Property Owners Association, Inc. and the Town of Hilton Head Island, South Carolina, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, the Parties hereto agree as follows:

1. **Defined Terms:** As used herein, the following terms shall mean:
 - (a) *Agreement:* This "Drainage System Maintenance Agreement".

EXHIBIT "A"

(b) *Association:* Hilton Head Plantation Property Owners Association, Inc. with the address first above written, a South Carolina not-for-profit corporation.

(c) *Casualty:* The destruction of all or any part of the Drainage System through a natural or other disaster.

(d) *Covenants:* The Amended Declaration of Covenants, Conditions, and Restrictions for Hilton Head Plantation Subdivision and Provisions for the Hilton Head Plantation Property Owners Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 936 at Page 746.

(e) *Drainage System:* The existing system of ditches, drains, lagoons, pipes, culverts, structures, facilities and any related storm water improvements, lying within the limits of the easement areas as depicted on the map attached hereto as Exhibit "A" which facilitate the collection, storage and conveyance of storm and surface water runoff through and from within Hilton Head Plantation. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, or structural bulkheads.

EXHIBIT "A"

(f) *Drainage System Deficiency:* A Drainage System

Deficiency is anything which prevents, impairs or impedes the adequate flow or drainage of storm and surface water through the Drainage System, areas needing improvements to facilitate the adequate flow of storm and surface water through the Drainage System, soil erosion, or any structural inadequacies. Drainage System Deficiencies do not include the appearance or appeal of the lagoons, banks of lagoons, landscaping, drains, canals, or other visible components of the Drainage System, including, but not limited to, structures, bridges, bulkheads, pipes, culverts, valves and gates. Drainage System Deficiencies do not include the introduction of pollution or pollutants into the Drainage System from any source.

(g) *Emergency:* A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property within Hilton Head Plantation.

(h) *Hilton Head Plantation:* A planned unit development lying and being on Hilton Head Island, Beaufort County, South Carolina,

EXHIBIT "A"

which is shown and described on the map attached as Exhibit "B" hereto.

(i) *Storm Water Service Fees:* The fees collected by Beaufort County, South Carolina, under the authority of Beaufort County Ordinance 99-101, *et seq.*, as amended, and which are remitted by Beaufort County, South Carolina, to the Town of Hilton Head Island, South Carolina; or any similar fee, however denominated, imposed and collected by any subsequent or successor Storm Water Utility operated by The Town of Hilton Head Island, South Carolina, under the authority of Ordinance Number 2002-43.

(j) *Storm Water Project Prioritization and Annual Budget Process:* The Town shall at all times maintain a current, prioritized list of all known Drainage System Deficiencies within the Town limits that qualify for service using Storm Water Fees. Prior to each fiscal year, the Town shall establish an annual Storm Water budget which defines all revenues and expenditures associated with the Storm Water Fees. This budget shall include those known projects intended to be completed within that fiscal year.

(k) *Town:* The Town of Hilton Head Island, South Carolina.

EXHIBIT "A"

2. **Grant of Easements:** Simultaneous with the execution and delivery of this Agreement, the Association shall grant a "Modification of Access, Drainage and Maintenance Easement and Partial Assignment" to the Town to allow the Town to access, maintain, improve and utilize the Drainage System within Hilton Head Plantation, with said easement being in the form attached hereto as Exhibit "C"

3. **Upkeep and Maintenance of Drainage System:** Upon the execution and delivery of this Agreement and the Access, Drainage and Maintenance Easement, the Town shall be responsible for any improvement, repair or maintenance necessary to correct any Drainage System Deficiency under the terms and conditions of this Agreement.

4. **Procedure for Town's Maintenance of Drainage System:** The Parties acknowledge that the Town intends to provide for the maintenance of the Drainage System and the correction of identified Drainage System Deficiencies, other than those caused by an Emergency or Casualty, through the development of its Storm Water Project Prioritization and Annual Budget Process. Other than in the case of an Emergency or Casualty, as described in Articles 7 and 8 below, the Parties agree to the following procedure for the Town's improvement, repair and maintenance of the Drainage System:

(a) *Identifying Drainage System Deficiencies:* The Association shall identify any Drainage System Deficiencies.

EXHIBIT "A"

(b) *Schedule for Submission:* The Association shall submit its or their written description of all known or perceived Drainage System Deficiencies to the Town Storm Water Administrator, describing the nature, location and cause, if known, of each Drainage System Deficiency, as well as potential solutions and preliminary cost estimates. Drainage System Deficiencies that are reported to the Town, or which are discovered by the Town but not identified by the Association, by the end of any calendar year will be considered in the development of the Storm Water Project Prioritization and Annual Budget Process for the following fiscal year. The Town shall submit to the Association by the end of any calendar year, a written description of any Drainage System Deficiencies identified by the Town through maintenance activity or inspections during that year.

(c) *Completion of Maintenance:* The Town shall develop a Storm Water Project Prioritization and Annual Budget Process that will address the identified Drainage System Deficiencies as follows:

(i) The Town shall determine the scope and extent of the improvement, repair or maintenance that is necessary to correct any Drainage System Deficiencies, and the means, methods and materials needed to accomplish the same.

EXHIBIT "A"

(ii) Determine the priority of the correction of the Drainage System Deficiencies and schedule the improvement, repair or maintenance to correct the Drainage System Deficiencies for a specific year within the Storm Water Project Prioritization and Annual Budget Process. The determination of the priority, scheduling and funding of the correction of Drainage System Deficiencies shall be made by the Town, taking into account the following:

(A) The availability and amount of revenue from bonds or Storm Water Service Fees in any given fiscal year;

(B) All other projects, or requested improvements, repair and maintenance that are to be funded with Storm Water Service Fees.

(iii) Complete the work necessary to correct the Drainage System Deficiencies in the fiscal year as determined by the Town as a part of the Storm Water Project Prioritization and Annual Budget Process, unless emergency projects alter the prioritization such that funds are insufficient to correct all drainage system deficiencies as intended within the same fiscal year.

EXHIBIT "A"

(d) Other than in the case of an Emergency, the Town and the Association shall mutually agree in writing as to the scheduling of any work to be performed hereunder in Hilton Head Plantation in advance of the commencement of the work.

(e) The Association shall be solely responsible for the notification of its owners and guests regarding any Town maintenance or emergency work that may disrupt normal activities.

(f) The Town cannot guarantee that the amount of available Storm Water Service Fees, the number of projects to be funded with Storm Water Service Fees in any given fiscal year, and events such as weather related emergencies and drainage system failures in other parts of Hilton Head Island will not cause delays in the correction of Drainage System Deficiencies within Hilton Head Plantation and elsewhere. The parties acknowledge that the Town's determinations with respect to the priority, funding and timing of the correction of any Drainage System Deficiency shall be final.

5. Further Obligations of Hilton Head Plantation Property Owners Association, Inc.:

The Association agrees that during the term or any renewal term of this Agreement, it shall take no action which obstructs or impedes the flow of storm

EXHIBIT "A"

and surface water through the Drainage System; provided, however, that to the extent the Association has a continuing obligation under the Covenants to repair and maintain various improvements located within the Common Properties and/or Recreational Areas (as such terms are defined in the Covenants and which Common Properties and/or Recreational Areas may include lagoons and lagoon banks, roads, pathways, utilities, etc.), this Agreement is not intended to in any way restrict or limit the Association from taking reasonable actions to perform said obligations.

6. **Payments as Current Expense of Town:** Any payments to be made by the Town hereunder shall be made from Stormwater Service Fees as budgeted for by the Town in any given fiscal year. The Town and the Association intend that the payment obligations of the Town shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town in contravention of any applicable constitutional or statutory limitations concerning indebtedness of the Town, nor shall anything contained herein constitute a pledge of general tax revenues, funds, money or credit of the Town.

7. **Emergency:** The Parties agree that in the event of an Emergency, the following procedure shall apply:

(a) *Responsibilities of the Association:* The Association shall take such steps as may be necessary to secure any area affected by

EXHIBIT "A"

the Emergency. The Association shall notify the Town as soon as is practical after discovery of the Emergency.

(b) *Town Responsibilities:* Upon receipt of such notification from the Association, the Town shall determine the scope and extent of the work that is necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The Town shall correct or repair the damage caused by the Emergency as soon as is practical, taking into account the threat presented by the Emergency, the cause of the Emergency or the existence of any general emergency affecting the Town and availability of funding. The Town may seek reimbursement for any costs incurred by the Town as a result of any Emergency from Storm Water Service Fees.

8. **Casualty:** The Parties agree that in the event of a Casualty, the following procedure shall apply:

(a) *Agreement Not Terminated:* This Agreement shall remain in full force and effect.

(b) *Design of Drainage System:* The Town shall produce engineering and design plans at its expense for any necessary reconstruction of the Drainage System.

EXHIBIT "A"

(c) *Approval of Plans:* The engineering and design plans must be approved by the Association, prior to any reconstruction of the Drainage System. In the event such reconstruction requires work outside of the Easement limits as depicted in Exhibit "A," the parties agree to modify the Access, Drainage and Maintenance Easement and/or any amendments or modifications thereof by a written agreement to be recorded in the Office of Register of Deeds for Beaufort County, South Carolina increasing the Easement areas as reasonably necessary to accommodate such reconstruction and the Association agrees to grant any temporary license allowing the Town temporary access to those Common Areas of Hilton Head Plantation reasonably necessary to accommodate such reconstruction.

(d) *Reconstruction of Drainage System:* Following the approval of the engineering and design plans and specifications by the Association and the completion of an Access, Drainage and Maintenance Easement Amendment and any temporary license agreement as set forth above in subsection (c), the Town shall complete the reconstruction of the Drainage System as soon as is practical, taking into account the threat presented by the cause of the Casualty, the existence of any general emergency affecting the

EXHIBIT "A"

Town and availability of funding. The Town may seek reimbursement for any costs incurred by the Town as a result of any Casualty from Storm Water Service Fees, bond, or other government aid and assistance programs.

9. **Maintenance of Drainage System by Hilton Head Plantation Property Owners Association Inc.:** Nothing herein shall prohibit the Association from performing any improvement, repair or maintenance necessary to correct or repair any Drainage System Deficiency in advance of the time that any such work is scheduled as a part of the Town's Storm Water Project Prioritization and Annual Budget Process, in the event that the Association determines that it is in its interest to do so. Other than in the case of an Emergency (which is addressed in Article 10, below), the Association shall be entitled to reimbursement for any such work from Stormwater Service Fees, in the fiscal year that such work is scheduled to be done as a part of Town's Storm Water Project Prioritization and Annual Budget Process, for the cost of any such work upon compliance with the following;

(a) The Association shall submit its plans, quantities, and specifications for any improvement, repair or maintenance necessary to correct or repair any Drainage System Deficiency.

(b) Unless the Town determines that:

EXHIBIT "A"

- (i) The proposed improvement, repair or maintenance does not correct an existing Drainage System Deficiency; or,
 - (ii) The scope of the proposed improvement, repair or maintenance exceeds what is necessary to correct an existing Drainage System Deficiency, the Town, through authorized staff, shall grant its written approval.
- (c) The Association shall bid the work in accordance with the Town's Procurement Code, § 11-1-111, *Municipal Code of The Town of Hilton Head Island, South Carolina* (1983), as the same may be amended from time to time, only upon receipt of the Town's written approval.
- (d) Any changes in the agreed scope of work resulting in additional work or cost to the Town must be approved in writing by the Town prior to commencement of any additional work.
- (e) The Association shall notify the Town within forty-eight (48) hours of the commencement of work and at any key junctures of the work whereas the Town may need to inspect the work.
- (f) Upon completion of the work as approved by the Town, The Association shall submit its request for payment to the Town, which shall detail the work done and the payments made, and be accompanied by any required test reports, construction data /

EXHIBIT "A"

measurements or as-built surveys, and its written certification that the work was completed in accordance with the approved plans and specifications.

(g) The Town shall thereafter budget funds for the payment of the reimbursement to the Association from Storm Water Service Fees in the fiscal year that the work is scheduled for completion in the Town's Storm Water Project Prioritization and Annual Budget Process.

10. **Emergency Work by the Association:** In the event that the Town is unable to repair or correct the damage caused by an Emergency in a time frame that is acceptable to the Association, the following shall apply:

(a) The Association shall consult with the Town to determine a cost efficient scope and extent of the work that is necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same.

(b) The Association shall complete the work that is necessary to repair or correct the damage caused by the Emergency.

(c) Upon completion of the work, the Association shall submit its or their request for payment to the Town, which shall detail the work performed and the cost for the same, and be accompanied by any required test reports, construction data / measurements or as-

EXHIBIT "A"

built surveys, with a written certification that the work was necessary to repair or correct the damage caused by an Emergency.

(d) Within one (1) fiscal year following the completion of the work by the Association necessary to repair or correct the damage caused by the Emergency, the Town shall budget funds for the payment of the reimbursement to the Association and shall pay the same in accordance with the approved budget.

11. **No Guarantees Regarding Flooding:** The Association acknowledges that the Town's performance of its obligations under this Agreement does not guarantee or insure that property within Hilton Head Plantation will be free of events of flooding or erosion, and that the Town does not represent or warrant to the Association that the performance of the Town's obligations under this Agreement will operate to prevent events of flooding or erosion within Hilton Head Plantation.

12. **Waiver of Stormwater Service Fee Credit:** Upon the execution and delivery of this Agreement, and for and during the term or any extensions hereof, the Association acknowledges it shall not be entitled to receive and hereby waives any Stormwater Service Fee Credit from Beaufort County or the Town with respect to any real property located within the limits of the PUD, as indicated on the map attached hereto as Exhibit "B", for and during the term of this Agreement or any renewal of this Agreement.

EXHIBIT "A"

13. **Term:** This Agreement shall remain in place for a period of Five (5) year(s), and shall renew automatically for successive one (1) year terms thereafter, unless either Party notifies the other, in writing, of its intention to terminate this Agreement. Any such notice shall be delivered more than one hundred and twenty (120) days prior to the end of the Town fiscal year (June 30) at the end of the then-current term in which such Party wishes to terminate. Upon delivery of such notice, this Agreement shall terminate on July 1 of the calendar year in which the notice is delivered. The parties shall thereafter execute and deliver such documents as may be necessary to cancel the Access, Drainage and Maintenance and Construction Easements delivered pursuant to this Agreement.

14. **Representation and Warranties of Hilton Head Plantation
Property Owners Association Inc.**

The Association represents and warrants:

- (a) As is shown by the Resolutions of the Board of Directors of the Association attached hereto as Exhibit "C", the Association represents that it has full authority to execute, deliver and perform this Agreement and to execute and deliver the Access, Drainage and Maintenance and Construction Easement to be delivered pursuant to this Agreement.

EXHIBIT "A"

(b) That it is not now a party to any litigation affecting the property burdened by the easements herein which could impair the obligations of the Association under this Agreement or the easements, and the Association knows of no litigation or threatened litigation affecting their ability to grant the easements.

(c) That as to any pipes or other portions of the Drainage System as shown on Exhibit A hereto which are located in whole or in part on private residential lots (i.e. not within golf course, common area or open space parcels), the Association has full authority the Covenants to convey and/or assign the rights contemplated in this Agreement and the Access, Drainage and Maintenance Easement and Partial Assignment and/or any amendments or modifications thereof, and the Association specifically designates the Town as "designee" of the Association pursuant to the Covenants and the rights contemplated in the aforementioned documents.

15. Town Representation and Warranties: The Town represents and warrants to the Association:

(a) As is shown by the Resolution of the Town that is attached hereto as Exhibit "D", the Town represents that it has the power

EXHIBIT "A"

and authority to enter into this Agreement and complete its obligations hereunder; and,

(b) That it is not now a party to any litigation which could impair the obligations of the Town under this Agreement, and the Town knows of no litigation or threatened litigation affecting its ability to perform hereunder.

16. **Taxes:** The Association shall pay, prior to delinquency, all taxes on Association properties within Hilton Head Plantation burdened by the easements granted under this Agreement. Should the Association fail to pay said taxes prior to delinquency, then the Town may pay said taxes and the Association shall reimburse the Town for such tax payment within fifteen (15) days of the Town's notification to the Association of its tax payment along with a copy of the Town's tax payment receipt.

17. **Default:** The Town and the Association agree that in the event of a default or breach of any provision or term of this Agreement, the non-defaulting party or parties shall give written notice to the defaulting party or parties of the default or breach. In the event that the defaulting party or parties fail to cure the default or breach within thirty (30) days of the date of the written notice specifying the default or breach, then the non-defaulting party or parties shall be entitled to pursue any remedy at law or in equity against the defaulting party or parties, including but not limited

to an action for damages, injunction or specific performance of this Agreement.

18. **Attorney's Fees:** 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 or terms of this Agreement, the prevailing party or parties shall be entitled to recover its or their reasonable attorney's fees and any costs incurred as a result of any such action or proceeding, whether incurred before the commencement of suit or after the commencement of suit, and including appellate proceedings, in addition to any other relief to which the prevailing party or parties is or are entitled.

19. **General Provisions:**

(a) *Binding Effect:* This Agreement shall inure to the benefit of and be binding upon the Association and the Town, and their respective successors and assigns.

(b) *Amendment, Changes and Modifications:* Except as is otherwise provided herein, this Agreement may not be effectively modified, amended, changed or altered without the written consent of the Town and the Association.

(c) *Severability:* In the event that any term or provision of this Agreement shall be held to be invalid or unenforceable by any court

EXHIBIT "A"

of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.

(d) *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 one and the same instrument.

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

(f) *Captions:* The captions or headings used herein are for convenience only and in no way define, limit, expand or describe the scope or intent of any term or provision of this Agreement.

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

(h) *No Third Party Beneficiaries:* The Town and the Association 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. It is the express intent of the Town and the Association that no other party shall have any

EXHIBIT "A"

enforceable rights hereunder, or any right to the enforcement hereof, or to any claim for damages as a result of any alleged breach hereof.

(i) *Notices:* All notices, applications, requests, certificates or other communications required hereunder shall be sufficiently given and shall be deemed given on the date when such is delivered in person, or deposited in the United States Mail, by regular first class mail, postage prepaid, at the following addresses, or at such other address as may be designated, in writing, by the Parties:

To the Town: The Town of Hilton Head Island,
South Carolina
Stephen G. Riley, Town Manager
One Town Center Court
Hilton Head Island, SC 29928

To the Association: Hilton Head Plantation Property
Owners Association, Inc.
T. Peter Kristian, General Manager
7 Surrey Lane
Hilton Head Island, SC 29926

(j) *No Waiver:* No failure of any Party hereto to exercise any power or right given to such Party hereunder, or to insist on strict compliance by any other Party of its obligations hereunder, and no custom or practice of the Parties at variance with the terms and

EXHIBIT "A"

provisions hereof shall constitute a waiver of any Party's right to thereafter demand strict compliance with the terms of this Agreement.

(k) *Further Assurances and Corrective Documents:* The Town and the Association 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 to the terms and provisions hereof. The Town and the Association agree that each shall, upon request, execute and deliver such other or further or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the terms and provisions hereof.

(l) *This Agreement shall control:* This document shall fully replace the "Drainage Agreement" between the parties herein, dated August 6, 2008. If there are any discrepancies between said previous agreement and this agreement, the provisions of this agreement shall control.

(m) *Incorporation of WHEREAS clauses:* Each and every "WHEREAS" clause is incorporated herein, as if set forth verbatim.

EXHIBIT "A"

IN WITNESS WHEREOF, The Town of Hilton Head Island, South Carolina; and Hilton Head Plantation Property Owners Association Inc. by and through their duly authorized officers, have executed and delivered this Agreement as of this ____ day of _____, 2013.

WITNESSES:

HILTON HEAD PLANTATION
PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Its: _____

Attest: _____

Its: _____

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

By: _____

Drew A. Laughlin, Mayor

Attest: _____

Stephen G. Riley, Manager

CONTINUATION OF EXHIBIT "A"

STATE OF SOUTH CAROLINA)	MODIFICATION OF ACCESS,
)	DRAINAGE AND MAINTENANCE
COUNTY OF BEAUFORT)	EASEMENT AND PARTIAL
)	ASSIGNMENT

WHEREAS, on August 6, 2008, the Grantor herein and the Town of Hilton Head Island, South Carolina, entered into an "Access, Drainage and Maintenance Easement" relating to certain real property of the Grantor located on Hilton Head Island, Beaufort County, South Carolina, which real property is more accurately and fully described in said "Access, Drainage and Maintenance Easement"; and,

WHEREAS, said "Access, Drainage and Maintenance Easement" was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 2755 at Page 1238; and,

WHEREAS, the purpose of said "Access, Drainage and Maintenance Easement", among other things, was to grant the Town of Hilton Head Island, South Carolina, an easement over and upon Grantor's property or property rights assigned to Grantor for the purpose of performing maintenance and related actions to the Drainage System located within the included property; and,

WHEREAS, the Grantor and the Town of Hilton Head Island, South Carolina, wish to modify the "Access, Drainage and Maintenance Easement" for the purpose of including additional property into the easement area and for revisions to language as

CONTINUATION OF EXHIBIT "A"

contained within the original "Access, Drainage and Maintenance Easement".

NOW, THEREFORE, know all men by these presents, that Hilton Head Plantation Property Owners Association, Inc. (Attn. General Manager), 7 Surrey Lane, Hilton Head Island, SC, 29926 and The Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, SC, 29928, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Modification of Access, Drainage and Maintenance Easement and Partial Assignment, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. Defined Terms: As used herein, the following terms shall mean:
 - (a) *Association*: Hilton Head Plantation Property Owners Association, Inc.
 - (b) *Covenants*: The Amended Declaration of Covenants and Restrictions for Hilton Head Plantation Subdivision and Provisions for the Hilton Head Plantation Property Owners Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 936 at Page 746.
 - (c) *Drainage System*: The existing system of ditches, drains, lagoons, pipes, culverts, structures, facilities and any related storm water improvements, lying within the limits of the Drainage Easement Areas as shown on the attached Exhibit "A" which facilitate the collection, storage and conveyance of storm and surface water runoff through and from

CONTINUATION OF EXHIBIT "A"

within Hilton Head Plantation. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, or structural bulkheads.

(d) *Emergency*: A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property within Hilton Head Plantation.

(e) *Setback*: An area measured inward from the property line, right-of-way line or a specified line defining the limits within which no structure not otherwise authorized shall be located, per Sec 16-10-201 Town of Hilton Head Island Land Management Ordinance, rev 01/15/08 Ordinance 2008-1 as may be amended.

(f) *Hilton Head Plantation*: A planned unit development lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described within the area detailed on the map attached as Exhibit "B" hereto.

(g) *Permanent Structure*: Any structure, including, but not limited to, the following: buildings (including sheds), walls, and other masonry structures, tennis courts, and swimming pools.

(h) *Town*: The Town of Hilton Head Island, South Carolina.

2. *Grant of Easements*: The Association does hereby grant, transfer, sell and convey

CONTINUATION OF EXHIBIT "A"

to the Town, and its agents, assigns, employees and contractors, and create and establish for the benefit of the Town, the following easements:

(a) A non-exclusive Access Easement on, over and across any roads and streets within Hilton Head Plantation, and on, over and across any property owned by The Association, encumbered by all or any part of the Drainage System. This Access Easement includes a non-exclusive and partial assignment of any and all easement rights for access held by the Association, and/or specifically designates the Town as a "designee" of the grantor, under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within Hilton Head Plantation and upon which any part of the Drainage System lies or passes on, across, under or through.

(b) A non-exclusive Maintenance Easement on, under, over, through and across any property of The Association, encumbered by all or any part of the Drainage System. This Maintenance Easement includes a non-exclusive and partial assignment of any and all easement rights for maintenance, construction, or otherwise, held by The Association, and/or specifically designates the Town as a "designee" of the grantor, under the Covenants or any other recorded declaration of covenants and restrictions or recorded easements over property that The Association does not own within Hilton Head Plantation and upon which any part of the Drainage

CONTINUATION OF EXHIBIT "A"

System lies or passes on, across, under or through. This Maintenance Easement shall include all facilities or structures directly related to the collection, storage and conveyance of storm and surface water now or hereafter existing within Hilton Head Plantation, and sufficient property beside or over any part of the Drainage System as shown on Exhibit "A" to allow for excavation and any other work necessary to improve, repair or maintain the Drainage System as allowable under the Covenants.

(c) A non-exclusive Drainage Easement for the conveyance of any storm and surface water originating from within or without the boundaries of Hilton Head Plantation through the Drainage System, at such rates and in such amounts as may occur from time to time.

(d) This Drainage Easement includes a non-exclusive and partial assignment of any and all easement rights for drainage held by The Association, and/or specifically designates the Town as a "designee" of the grantor, under the Covenants or any other recorded declaration of covenants and restrictions or recorded easements over property that the Association does not own within Hilton Head Plantation and upon which any part of the Drainage System lies or passes on, across, under or through; provided however, that the Town shall provide timely written notification to the Association of any potentially disruptive improvements and/or modifications to the systems conveying storm and surface water originating without the boundaries of Hilton Head Plantation and through

CONTINUATION OF EXHIBIT "A"

the Hilton Head Plantation Drainage System.

3. This Access, Drainage and Maintenance Easement is granted and accepted subject to the following:

(a) The Town agrees that the use of the easements granted herein shall be restricted to the hours of 7:00 o'clock, A. M., to 5:00 o'clock, P. M., Monday through Friday excluding public holidays, except in the event of an Emergency.

(b) Other than in the case of an Emergency, the Town and The Association shall determine the scheduling of any work to be performed hereunder, on its or their property, in advance of the commencement of the work.

(c) This Access, Drainage and Maintenance Easement and Assignment is conveyed subject to all other easements, licenses, and conveyances of record, the limitations and reservations of rights under the Covenants and is subject to the rights herein reserved by The Association, or any of them, their successors and assigns, to utilize their property at any time, in any manner, and for any purpose, provided, however, that such use by the Association shall not be inconsistent with nor prevent the full utilization by the Town of the rights and privileges granted herein.

(d) The Town agrees to plan, lay out, and execute or build improvements, repairs and maintenance of the Drainage System, and further agrees that the Town's exercise of the rights granted in this Access,

CONTINUATION OF EXHIBIT "A"

Drainage and Maintenance Easement shall be under the exclusive control of the Town and that the Town shall at all times comply with all applicable laws, rules, codes, and regulations.

(e) The Association shall not erect any Permanent Structure on, under, over, through and across any property of The Association, encumbered by all or any part of the Drainage System without the Town's prior written approval, which approval shall not be unreasonably withheld. The Association shall not impede, obstruct, or allow to be obstructed, the natural flow of storm and surface water runoff through the Drainage System, or from any part of the Drainage Areas through the Drainage System; provided, however, that the Association have a continuing obligation under the Covenants to repair and maintain various improvements located within the Common Properties (lagoons and lagoon banks, roads, pathways, utilities, etc.), and this Agreement is not intended to in any way restrict or limit Association from taking reasonable actions to perform said obligations.

(f) The rights conveyed under this Access, Drainage and Maintenance Easement are limited to the parties and purposes stated herein. This Access, Drainage and Maintenance Easement conveys no rights of access or otherwise to the general public.

4. The Association acknowledges that the Town shall have no obligation to perform or pay for any work to repair, improve or maintain the appearance or appeal of the

CONTINUATION OF EXHIBIT "A"

lagoons, banks of lagoons, landscaping, drains, canals, or other visible components of the Drainage System, including, but not limited to, structures, bridges, bulkheads, pipes, culverts, valves and gates, unless the Town materially alters the configuration of the same.

5. The Town agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantors, their successors, assigns, invitees, guests, licensees, and agents. The Town further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore any other part of the property of The Association which may be damaged as a result of the Town's exercise of the rights granted hereunder to its pre-existing state.

6. The Town hereby warrants to the Association that the granting of this Access, Drainage and Maintenance Easement will not affect any Setback lines with respect to any property currently owned by The Association.

7. That as to any pipes or other portions of the Drainage System as shown on Exhibit A hereto which are located in whole or in part on private residential lots (ie. not within golf course, common area or open space parcels), the Association has full authority under the Covenants to convey and/or assign the rights contemplated herein.

8. Each and every "Whereas" clause is incorporated herein, as if set forth verbatim.

9. This document shall fully replace the "Access, Drainage and Maintenance Easement" as recorded in the Office of the Register of Deeds for Beaufort County, South

CONTINUATION OF EXHIBIT "A"

Carolina, in Deed Book 2755 at Page 1238. If there are any discrepancies between said previous agreement and this agreement, the provisions of this agreement shall control.

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

In Witness whereof, the parties hereto have caused the within Access, Drainage and Maintenance Easement to be executed by their duly authorized officers as of this _____ day of _____, 2013.

SIGNATURES BEGIN ON NEXT PAGE:

CONTINUATION OF EXHIBIT "A"

WITNESSES:

HILTON HEAD PLANTATION PROPERTY
OWNERS ASSOCIATION, INC.

By: _____

Its: _____

Attest: _____

Its: _____

STATE OF SOUTH CAROLINA

)

UNIFORM ACKNOWLEDGMENT

)

COUNTY OF BEAUFORT

)

S.C. CODE § 30-5-30 (SUPP. 2011)

I, the undersigned Notary Public do hereby certify that
_____ and _____ personally appeared
before me on this day and duly acknowledged the execution of the foregoing instrument
on behalf of Hilton Head Plantation Property Owners Association, Inc.

Sworn to and Subscribed before me
on this _____ Day of _____, 2013.

Notary Public for South Carolina
My Commission Expires: _____

CONTINUATION OF EXHIBIT "A"

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Drew A. Laughlin, Mayor

Attest: _____
Stephen G. Riley, Manager

STATE OF SOUTH CAROLINA

)

UNIFORM ACKNOWLEDGMENT

)

COUNTY OF BEAUFORT

)

S.C. CODE § 30-5-30 (SUPP. 2011)

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

Sworn to and Subscribed before me
on this _____ Day of _____, 2013.

Notary Public for South Carolina

My Commission Expires: _____



MEMORANDUM

TO: Stephen G. Riley, ICMA-CM, Town Manager
FROM: Bryan McIlwee, PE, Assistant Town Engineer / Storm Water Manager *Bm*
VIA: Scott Liggett, PE, Director of Public Projects and Facilities / Chief Engineer *SL*
Jeff Buckalew, PE, Town Engineer *JB*
DATE: September 19, 2013
SUBJECT: Revised Storm Water Agreement and Easement with Hilton Head Plantation

Recommendation:

Staff recommends that the Town enter into revised storm water maintenance and access agreements with Hilton Head Plantation Property Owners Association, Inc. ("HHPOA").

Summary:

These revised agreements reflect the current standards being used on the acquisition of other PUD systems and contain a more accurate exhibit delineating the areas of our responsibilities. The Town will continue to use storm water utility fee revenues to provide maintenance and improvements on those systems in accordance with the agreement. As the Hilton Head Plantation systems have been accounted for in current inventories and budgets, staff does not recommend a rate increase to the storm water utility fee.

Background:

After the creation of the Storm Water Utility, the Town offered to accept the maintenance responsibility of the storm water systems located within planned unit developments. In August 2008, HHPOA entered into a comprehensive storm water agreement with the Town. Since then, the current PUD drainage agreements have been improved and refined to more clearly define each party's roles and responsibilities. The Town approached HHPOA earlier this year requesting that revised agreements consistent with the other PUD's be executed to supersede the original. HHPOA concurred and agrees to execute the attached agreements.

Attachments:

- HHPOA Amended and Restated Drainage Agreement
- HHPOA Modification of Access, Drainage and Maintenance Easement and Partial Assignment
- HHPOA Drainage Easement Exhibit (area of responsibility)

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STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
FIRST AMENDMENT TO
MODIFICATION OF ACCESS,
DRAINAGE AND
MAINTENANCE EASEMENT
AND PARTIAL ASSIGNMENT

This First Amendment to Modification of Access, Drainage and Maintenance Easement and Partial Assignment is made this 23rd day of DECEMBER, 2013, by and between Hilton Head Plantation Property Owners Association, Inc. ("HHPPOA"), having an address of 7 Surrey Lane, Hilton Head Island, SC 29926, and the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928 ("Town").

WITNESSETH

WHEREAS, HHPPOA and the Town previously entered into that certain Modification of Access, Drainage and Maintenance Easement and Partial Assignment dated July 23, 2013 and recorded December 5, 2013 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 3290 at Page 1928 (the "Drainage Easement"), whereby the Town undertook the maintenance and improvement of the storm and surface water Drainage System within Hilton Head Plantation, which Drainage System was shown and described on the map attached as Exhibit A to the Drainage Easement; and

WHEREAS, HHPPOA and the Town now desire to incorporate additional areas within Hilton Head Plantation into the Drainage System as defined in the Drainage Easement; and

WHEREAS, HHPPOA and the Town desire to hereby amend the Drainage Easement to incorporate the attached Exhibit "A" into the Drainage Easement, by replacing the current Exhibit A with the attached Exhibit "A".

NOW, THEREFORE, know all men by these presents, HHPPOA and the Town, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, hereby agree as follows:

1. Exhibit A of the Drainage Easement is deleted in its entirety and replaced with the document attached hereto as Exhibit "A".
2. All other portions and provisions of the Drainage Easement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, HHPPOA and the Town, by and through their duly authorized officers, have executed and delivered this First Amendment as of the date first above written.

(SIGNATURE PAGES FOLLOW)

WITNESSES:

HILTON HEAD PLANTATION
PROPERTY OWNERS ASSOCIATION,
INC.

[Redacted]

By:

[Redacted]

[Redacted]

Attest:

NA

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
UNIFORM ACKNOWLEDGMENT
S.C. CODE §30-5-30 (SUPP. 2011)

I, the undersigned Notary Public do hereby certify that
PETER CHRISTIAN personally appeared before me on this
day and duly acknowledged the execution of the foregoing instrument on behalf
of Hilton Head Plantation Property Owners Association, Inc.

Sworn to and Subscribed before me
on this 5th Day of DECEMBER, 2013.

[Redacted]

Notary Public for South Carolina
My Commission Expires: August 23, 2021

WITNESSES:

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

[Redacted]

[Redacted]

By: _____
Drew A. Laughlin, Mayor

[Redacted]
[Signature]

Attest: _____
Stephen G. Riley, Manager

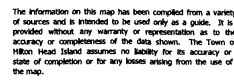
STATE OF SOUTH CAROLINA) UNIFORM ACKNOWLEDGMENT
)
COUNTY OF BEAUFORT) S.C. CODE §30-5-30 (SUPP. 2011)

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

Sworn to and Subscribed before me
on this 23rd Day of DECEMBER, 2013.

[Redacted]

Notary Public for South Carolina
My Commission Expires: OCTOBER 12, 2017



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SMOOT
2932

Smoot & Pitts File # 01

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) **DRAINAGE EASEMENT AGREEMENT**

This Easement Agreement is made this 29th day of December, 2015, by and between Village West Owners' Association, Inc. (hereinafter referred to as the "Grantor"), and Hilton Head Plantation Property Owners Association, Inc. (hereinafter referred to as the "Grantee").

WITNESSETH

WHEREAS, Grantee and the Town of Hilton Head Island, South Carolina (the "Town") previously entered into a Amended and Restated Drainage Agreement and a Modification of Access, Drainage and Maintenance Easement and Partial Assignment, approved by the Town on October 1, 2013 (the "Master Agreement and Easement"), whereby the Town undertook the maintenance and improvement of the storm and surface water drainage system within the Hilton Head Plantation planned unit development lying and being within the Town of Hilton Head Island, Beaufort County, South Carolina (the "PUD System"); and,

WHEREAS, Grantor owns and/or is responsible for controlling and maintaining a smaller communal drainage system located within the boundaries of such planned unit development (the "Subsystem"); and

WHEREAS, Grantor hereby conveys and dedicates to Grantee, and Grantee accepts such conveyance and dedication, access and maintenance rights as described herein with respect to the Subsystem thereby allowing Grantee to petition the Town for dedication and inclusion of the Subsystem into the PUD System thereby allowing the Town to perform maintenance and

improvement of the Subsystem as may become necessary.

NOW, THEREFORE, know all men by these presents, Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and no other valuable consideration, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Grantee, its successors and assigns, a perpetual, non-exclusive easement on, under, over and across that portion of the Grantor's property, which is described as follows:

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, in Beaufort County, South Carolina, having and containing 0.37 acres, more or less, and designated as "PERMANENT STORM DRAINAGE EASEMENT 0.37 AC. 16.155 S.F." and being more particularly shown on a plat entitled "PERMANENT STORM DRAINAGE EASEMENT OVER: A PORTION OF VILLAGE WEST HORIZONTAL PROPERTY REGIME, A SECTION OF VILLAGES OF SKULL CREEK, HILTON HEAD PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" which plat was prepared by Sea Island Land Surveying, LLC, Hilton Head Island, South Carolina and certified by Mark R. Renew, S.C.P.L.S. #25437, said plat being dated August 6, 2015, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book ____ at page _____. For a more detailed description as to the courses and distances, metes and bounds of the 0.37 acre parcel, reference is had to the aforementioned plat of record. (the "Easement Property").

The easement granted herein is for the purpose of planning, laying out, building and maintaining drains, embankments, ditches, culverts, pipes any other improvements used or useful in the collection, conveyance and drainage of surface and storm water runoff (hereinafter collectively referred to as the "Drainage Improvements"). Grantor further grants to Grantee, a perpetual, non-exclusive easement for the purpose of draining surface and storm water runoff through the Easement Property, and the Drainage Improvements built and/or maintained pursuant to this grant of easement.

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

1. This easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by Grantor, its successors and assigns, to utilize the Easement Property at any time, in any manner, and for any purpose, provided, however, that such use by Grantor shall not be inconsistent with nor prevent the full utilization by Grantor or the Town, of the rights and privileges granted herein.
2. Grantor shall erect no permanent structure of any kind over or across the Easement Property including but not limited to buildings, sheds, walls and other masonry structures, tennis courts, and swimming pools. Grantor shall not impede, obstruct, or allow to be obstructed, the natural flow of storm water runoff through the Easement Property.
3. Grantor and Grantee acknowledge that this easement agreement is being executed as a prerequisite for Grantee to petition the Town for dedication and inclusion of the Subsystem and Easement Property described above into the PUD System. Grantor and Grantee acknowledge that the Town shall decide at its sole discretion whether the Subsystem meets Town eligibility requirements for dedication and inclusion into the PUD system, and that in the event the Town approves such dedication in writing, this Easement Agreement will be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina upon completion of an amendment to the Master Agreement and Easement between the Town and Grantee.
4. Grantor and Grantee acknowledge that upon: 1) the Town's written acceptance of dedication of the Subsystem into the PUD system; 2) amendment of the Master PUD Agreement Easement between the Town and Grantee, and 3) recording of the within Drainage Easement Agreement, the Subsystem shall be deemed incorporated into the PUD System, and the Town shall be responsible for maintenance of the Subsystem and Easement Property under the same terms and conditions as set

forth in the Amended and Restated Drainage Agreement and a Modification of Access, Drainage and Maintenance Easement and Partial Assignment, as amended, specifically including but not limited to the Town's obligation to restore any other property of Grantor which may be damaged as a result of the Town's exercise of the rights granted hereunder to its pre-existing state.

5. Grantor warrants that it has full authority to execute the within easement agreement and grant the rights set forth herein, and that no consent or approval of any other party is necessary.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto Grantee, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement Agreement to be executed by their duly authorized officers on the date first above written.

(SIGNATURE PAGES FOLLOW)

WITNESSES:

VILLAGE WEST OWNERS ASSOCIATION, INC.
(GRANTOR)

2) [REDACTED]
Signature of Witness #1

1) By [REDACTED]
Carolyn Nebbia, President

3) [REDACTED]
Signature of Notary Public

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

) **UNIFORM ACKNOWLEDGMENT**
) **S. C. CODE ANN. § 30-5-30 (SUPP. 2010)**

I, the undersigned Notary Public do hereby certify Village West Owners' Association, Inc., through its President, Carolyn Nebbia personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this 29th Day of December, 2015.

4) [REDACTED]
Signature of Notary Public for South Carolina
My Commission Expires: 12/8/18

**** Instructions for Execution:**

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

WITNESSES:

HILTON HEAD PLANTATION PROPERTY
OWNERS ASSOCIATION, INC. (GRANTEE)

T. Peter Kristian

[Redacted Signature]

(Signature of Witness #1)

[Redacted Signature]

(Signature of Notary Public)

By:

[Redacted Signature]

Its:

General Manager

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

UNIFORM ACKNOWLEDGMENT

S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that *T. Peter Kristian, General Manager*
personally appeared before me on this day and duly acknowledged the execution of the foregoing
instrument on behalf of *Hilton Head Plantation Property Owners Association, Inc.*

Sworn to and Subscribed before me
on this *29th* Day of *December*, 2015.

[Redacted Signature]

Notary Public for South Carolina
My Commission Expires:

SHARON P. WHITE
Notary Public, South Carolina
My Commission Expires
August 21, 2022

STATE OF SOUTH CAROLINA)
) **DRAINAGE EASEMENT AGREEMENT**
COUNTY OF BEAUFORT)

This Easement Agreement is made this 12th day of December, 2017 by and between Village North Horizontal Property Regime (hereinafter referred to as the “Grantor”), and Hilton Head Plantation Property Owners Association, (hereinafter referred to as the “Grantee”).

WITNESSETH

WHEREAS, Grantee and the Town of Hilton Head Island, South Carolina (the “Town”) previously entered into an Amended and Restated Drainage Agreement and a Modification of Access, Drainage and Maintenance Easement and Partial Assignment, approved by the Town on October 1, 2013 (the “Master Agreement and Easement”) whereby the Town undertook the maintenance and improvement of the storm and surface water drainage system within the Hilton Head Plantation planned unit development lying and being within the Town of Hilton Head Island, Beaufort County, South Carolina (the “PUD System”); and,

WHEREAS, Grantor owns and/or is responsible for controlling and maintaining a smaller communal drainage system located within the boundaries of such planned unit development (the “Subsystem”); and

WHEREAS, Grantor hereby conveys and dedicates to Grantee, and Grantee accepts such conveyance and dedication, access and maintenance rights as described herein with respect to the Subsystem thereby allowing Grantee to petition the Town for dedication and inclusion of the Subsystem into the PUD System thereby allowing the Town to perform maintenance and

improvement of the Subsystem as may become necessary.

NOW, THEREFORE, know all men by these presents, Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and no other valuable consideration, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Grantor, its successors and assigns, a perpetual, non-exclusive easement on, under, over and across that portion of the Grantor's property, which is described as follows:

The 0.016 acre portion of parcel number R510-003-000-0061-000, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as "Permanent Storm Drainage Easement (D)" on a plat entitled "Permanent Storm Drainage Easement over: A Portion of Village North Horizontal Property Regime, a Section of Villages of Skull Creek, Hilton Head Plantation" dated 12/07/17, prepared by Sea Island Land Survey, LLC certified by Mark R. Renew, S.C.R.L.S. No. 25437 and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

(Collectively, the "Easement Property")

The easement granted herein is for the purpose of planning, laying out, building and maintaining the storm drainage pipe and structures used or useful in the collection, conveyance and drainage of surface and storm water runoff (hereinafter collectively referred to as the "Drainage Improvements"). Grantor further grants to Grantee, a perpetual, non-exclusive easement for the purpose of draining surface and storm water runoff through the Easement Property, and the Drainage Improvements built and/or maintained pursuant to this grant of easement.

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

1. This easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by Grantor, its successors and assigns, to utilize the

Easement Property at any time, in any manner, and for any purpose, provided, however, that such use by Grantor shall not be inconsistent with nor prevent the full utilization by Grantor or the Town, of the rights and privileges granted herein.

2. Grantor shall erect no permanent structure of any kind over or across the Easement Property including but not limited to buildings, sheds, walls and other masonry structures, tennis courts, and swimming pools. Grantor shall not impede, obstruct, or allow to be obstructed, the natural flow of storm water runoff through the Easement Property.

3. Grantor and Grantee acknowledge that this easement agreement is being executed as a prerequisite for Grantee to petition the Town for dedication and inclusion of the Subsystem and Easement Property described above into the PUD System. Grantor and Grantee acknowledge that the Town shall decide at its sole discretion whether the Subsystem meets Town eligibility requirements for dedication and inclusion into the PUD system, and that in the event the Town approves such dedication in writing, this Easement Agreement will be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina upon completion of an amendment to the Master Agreement and Easement between the Town and Grantee. Grantor and Grantee further acknowledge that this Easement Agreement is contingent upon the Town's written acceptance of dedication of the Subsystem into the PUD system, approval of the dedication in writing and amendment of the Master PUD Agreement Easement between the Town and Grantee, and recording of the within Drainage Easement Agreement, and that in the event any of the aforementioned contingencies has not been met within _____ from the date of the Execution of this Easement Agreement, this Easement Agreement shall be void and of no effect and any original executed copies of this Easement Agreement shall be returned to Grantor.

4. Grantor and Grantee acknowledge that upon: 1) the Town's written acceptance of dedication of the Subsystem into the PUD system; 2) amendment of the Master PUD Agreement Easement between the Town and Grantee, and 3) recording of the within Drainage Easement Agreement, the Subsystem shall be deemed incorporated into the PUD System, and the Town shall be responsible for maintenance of the Subsystem and Easement Property under the same terms and conditions as set forth in the Drainage Agreement and Access, Drainage and Maintenance Easement as amended.

5. Grantor warrants that it has full authority to execute the within easement agreement and grant the rights set forth herein, and that no consent or approval of any other party is necessary.

6. Under no circumstances and at no time during the operation and/or performance of this Easement Agreement shall Grantee assume responsibility for any items detailed elsewhere in this Easement Agreement, including but not limited to performing Drainage Improvements and maintenance of the Subsystem and/or Easement Property.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto Grantee, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement Agreement to be executed by their duly authorized officers on this 12th day of December, 2017.

(SIGNATURES ON FOLLOWING PAGES)

WITNESSES:

2) [Redacted]
Signature of Witness #1

3) [Redacted]
Signature of Notary Public

GRANTOR

1) By: [Redacted]

Its: Board President Village North HPR

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

)
) **UNIFORM ACKNOWLEDGMENT**
) **S. C. CODE ANN. § 30-5-30 (SUPP. 2010)**

I, the undersigned Notary Public do hereby certify Richard Whitmore personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of Village North HPR.

Sworn to and Subscribed before me
on this 10th day of November 2017.

4) [Redacted]
Signature of Notary Public for South Carolina
My Commission Expires:

SHARON P. WHITE
Notary Public, South Carolina
My Commission Expires
August 21, 2022

**** Instructions for Execution:**

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

WITNESSES:

GRANTEE

[Redacted Signature]

(Signature of Witness #1)

[Redacted Signature]

(Signature of Notary Public)

By:

[Redacted Signature]

Its:

General Manager

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

UNIFORM ACKNOWLEDGMENT

S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that 1. Peter Kristian
personally appeared before me on this day and duly acknowledged the execution of the foregoing
instrument on behalf of Hilton Head Plantation POA

Sworn to and Subscribed before me
on this 12th Day of December, 2017.

[Redacted Signature]

Notary Public for South Carolina
My Commission Expires:

SHARON P. WHITE
Notary Public, South Carolina
My Commission Expires
August 21, 2022

STATE OF SOUTH CAROLINA)
) **DRAINAGE EASEMENT AGREEMENT**
COUNTY OF BEAUFORT)

This Easement Agreement is made this 5th day of July, 2017 by and
between Villages of Skull Creek Association
(hereinafter referred to as the "Grantor"), and Hilton Head Plantation Property Owners
Association, (hereinafter referred to as the
"Grantee").

WITNESSETH

WHEREAS, Grantee and the Town of Hilton Head Island, South Carolina (the "Town")
previously entered into an Amended and Restated Drainage Agreement and a Modification of
Access, Drainage and Maintenance Easement and Partial Assignment, approved by the Town on
October 1, 2013 (the "Master Agreement and Easement") whereby the Town undertook the
maintenance and improvement of the storm and surface water drainage system within the Hilton
Head Plantation planned unit development lying and being within the Town of Hilton Head Island,
Beaufort County, South Carolina (the "PUD System"); and,

WHEREAS, Grantor owns and/or is responsible for controlling and maintaining a smaller
communal drainage system located within the boundaries of such planned unit development (the
"Subsystem"); and

WHEREAS, Grantor hereby conveys and dedicates to Grantee, and Grantee accepts such
conveyance and dedication, access and maintenance rights as described herein with respect to the
Subsystem thereby allowing Grantee to petition the Town for dedication and inclusion of the

Subsystem into the PUD System thereby allowing the Town to perform maintenance and improvement of the Subsystem as may become necessary.

NOW, THEREFORE, know all men by these presents, Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and no other valuable consideration, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Grantor, its successors and assigns, a perpetual, non-exclusive easement on, under, over and across that portion of the Grantor's property, which is described as follows:

The 0.05 acre portion of parcel number R510-003-000-061A-000, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as "Permanent Storm Drainage Easement (D)" on a plat entitled "Permanent Storm Drainage Easement over: A Section of Villages of Skull Creek, Hilton Head Plantation" dated 5/30/2017, prepared by Sea Island Land Survey, LLC certified by Mark R. Renew, S.C.R.L.S. No. 25437 and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

The easement granted herein is for the purpose of planning, laying out, building and maintaining the storm drainage pipe and structures used or useful in the collection, conveyance and drainage of surface and storm water runoff (hereinafter collectively referred to as the "Drainage Improvements"). Grantor further grants to Grantee, a perpetual, non-exclusive easement for the purpose of draining surface and storm water runoff through the Easement Property, and the Drainage Improvements built and/or maintained pursuant to this grant of easement.

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

1. This easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by Grantor, its successors and assigns, to utilize the

Easement Property at any time, in any manner, and for any purpose, provided, however, that such use by Grantor shall not be inconsistent with nor prevent the full utilization by Grantor or the Town, of the rights and privileges granted herein.

2. Grantor shall erect no permanent structure of any kind over or across the Easement Property including but not limited to buildings, sheds, walls and other masonry structures, tennis courts, and swimming pools. Grantor shall not impede, obstruct, or allow to be obstructed, the natural flow of storm water runoff through the Easement Property.

3. Grantor and Grantee acknowledge that this easement agreement is being executed as a prerequisite for Grantee to petition the Town for dedication and inclusion of the Subsystem and Easement Property described above into the PUD System. Grantor and Grantee acknowledge that the Town shall decide at its sole discretion whether the Subsystem meets Town eligibility requirements for dedication and inclusion into the PUD system, and that in the event the Town approves such dedication in writing, this Easement Agreement will be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina upon completion of an amendment to the Master Agreement and Easement between the Town and Grantee. Grantor and Grantee further acknowledge that this Easement Agreement is contingent upon the Town's written acceptance of dedication of the Subsystem into the PUD system, approval of the dedication in writing and amendment of the Master PUD Agreement Easement between the Town and Grantee, and recording of the within Drainage Easement Agreement, and that in the event any of the aforementioned contingencies has not been met within _____ from the date of the Execution of this Easement Agreement, this Easement Agreement shall be void and of no effect and any original executed copies of this Easement Agreement shall be returned to Grantor.

4. Grantor and Grantee acknowledge that upon: 1) the Town's written acceptance of dedication of the Subsystem into the PUD system; 2) amendment of the Master PUD Agreement Easement between the Town and Grantee, and 3) recording of the within Drainage Easement Agreement, the Subsystem shall be deemed incorporated into the PUD System, and the Town shall be responsible for maintenance of the Subsystem and Easement Property under the same terms and conditions as set forth in the Drainage Agreement and Access, Drainage and Maintenance Easement as amended.
5. Grantor warrants that it has full authority to execute the within easement agreement and grant the rights set forth herein, and that no consent or approval of any other party is necessary.
6. Under no circumstances and at no time during the operation and/or performance of this Easement Agreement shall Grantee assume responsibility for any items detailed elsewhere in this Easement Agreement, including but not limited to performing Drainage Improvements and maintenance of the Subsystem and/or Easement Property.


To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto Grantee, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement Agreement to be executed by their duly authorized officers on this 5th day of July, 2017.

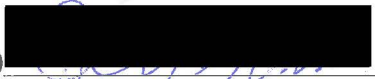
(SIGNATURES ON FOLLOWING PAGES)


WITNESSES:

GRANTOR

2) 
Signature of Witness #1

1) By: Villages of Skull Creek Association

3) 
Signature of Notary Public

Its: 
Carolyn Nebbia, President

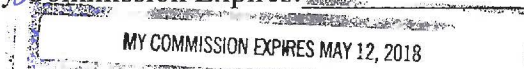
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

UNIFORM ACKNOWLEDGMENT
S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify Carolyn Nebbia personally
appeared before me on this day and duly acknowledged the execution of the foregoing instrument on
behalf of Villages of Skull Creek Association

Sworn to and Subscribed before me
on this 8th Day of July, 2017.

4) 
Signature of Notary Public for South Carolina
My Commission Expires:



**** Instructions for Execution:**

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

WITNESSES:

GRANTEE

[Redacted]
(Signature of Witness #1)

By: [Redacted]

[Redacted]
(Signature of Notary Public)

Its: General Manager

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

)

)

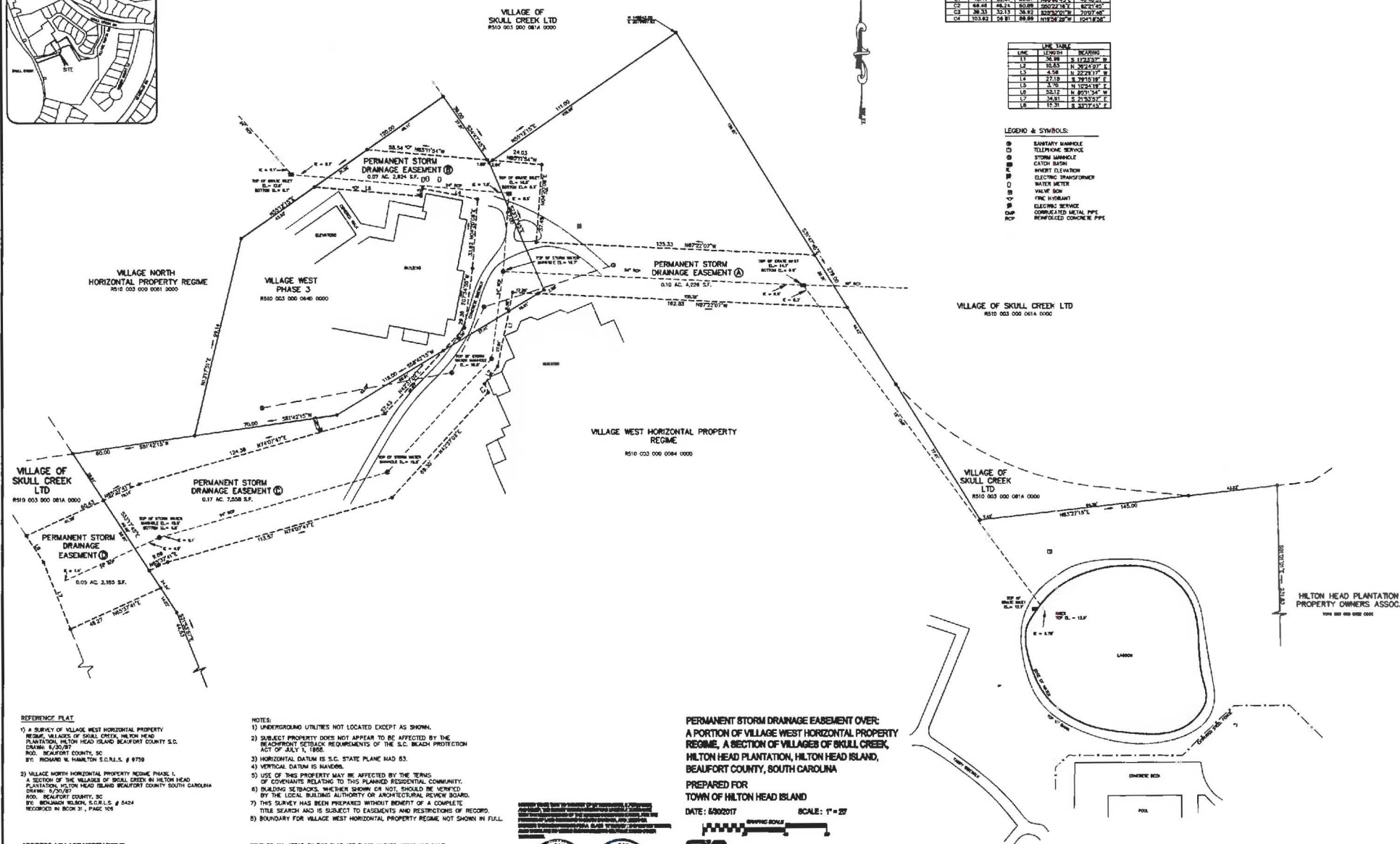
UNIFORM ACKNOWLEDGMENT
S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that T. Peter Kristian
personally appeared before me on this day and duly acknowledged the execution of the foregoing
instrument on behalf of Hilton Head Plantation HOA

Sworn to and Subscribed before me
on this 5th Day of July, 2017.

[Redacted]
Notary Public for South Carolina
My Commission Expires:

SHARON P. WHITE
Notary Public, South Carolina
My Commission Expires
August 21, 2022



ADDRESS: VILLAGE NORTH DRIVE
DISTRICT: 510, MAP: 3, PARCELS: 51A, 64 & 64D
TWO PROPERTY LINES IN F.I.M.A. ZONE A6
BASE FLOOD ELEVATION = 14.1
COMMUNITY NO. 400258, PANEL 8062D, DATED: 9/29/98

NOTES:

- 1) UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
- 2) SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE REACHMENT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1980.
- 3) HORIZONTAL DATUM IS S.C. STATE PLANE NAD 83.
- 4) VERTICAL DATUM IS NGVD 83.
- 5) USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.
- 6) ROAD SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
- 7) THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE RECORDS AND MAPS REVIEW.
- 8) BOUNDARY FOR VILLAGE BEACH HORIZONTAL PROPERTY REGIME, NOT SHOWN IN FULL.

ZONE OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY THE TOWN WATER CARRIAGE WITH POSSIBLE IMPROVEMENTS. LOCAL REGULATION OF THE PLAT TO ENSURE FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE FOR A INTERESTED PARTY. IDEALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

PERMANENT STORM DRAINAGE EASEMENT OVER:
A PORTION OF VILLAGE WEST HORIZONTAL PROPERTY
REGIME, A SECTION OF VILLAGES OF SKULL CREEK,
HILTON HEAD PLANTATION, HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED FOR
TOWN OF HILTON HEAD ISLAND

DATE: 5/30/2017 SCALE: 1" = 30'

SLS Sea Island Land Survey, LLC.
40 Mathews Court,
Hilton Head Island,
SC 29928
Tel (843) 881-3246
Fax (843) 888-3871
E-mail: sls@supernet.com
FILE No.: 081874
DWG No.: T-1377

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STATE OF SOUTH CAROLINA)
) **DRAINAGE EASEMENT AGREEMENT**
COUNTY OF BEAUFORT)

This Drainage Easement Agreement is made this ____ day of _____, 20 __,
by and between Sunset Place Homeowner's Association, Inc. ("Grantor"), Hilton Head Plantation
Property Owners Association, Inc. ("Grantee"), and the Town of Hilton Head Island, South Carolina
("Town").

WITNESSETH

WHEREAS, Grantee and the Town previously entered into a Drainage Agreement and an
Access, Drainage and Maintenance Easement, dated August 6, 2008, and all amendments thereto
(the "Master Agreement and Easement"), whereby the Town undertook the maintenance and
improvement of the storm and surface water drainage system within the Hilton Head Plantation
planned unit development lying and being within the Town of Hilton Head Island, Beaufort County,
South Carolina (the "PUD System"); and,

WHEREAS, Grantor owns and/or is responsible for controlling and maintaining a smaller
communal drainage system located within the boundaries of such planned unit development (the
"Subsystem"); and

WHEREAS, Grantor hereby conveys and dedicates to Grantee, and Grantee accepts such
conveyance and dedication, access and maintenance rights as described herein with respect to the

Subsystem thereby allowing Grantee to petition the Town for dedication and inclusion of the Subsystem into the PUD System thereby allowing the Town to perform maintenance and improvement of the Subsystem as may become necessary.

NOW, THEREFORE, know all men by these presents, Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and no other valuable consideration, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Grantee, its successors and assigns, a perpetual, non-exclusive easement on, under, over and across that portion of the Grantor's property, which is described as follows:

ALL those certain pieces, parcels or lots of land, lying and being on Hilton Head Island, South Carolina, shown and described as "EASEMENT 'A' 122 Sq Ft 0.01 Ac." and "EASEMENT 'B' 234 Sq Ft 0.01 Ac." and "EASEMENT 'C' 135 Sq Ft 0.01 Ac." and "EASEMENT 'D' 84 Sq Ft 0.01 Ac." and "EASEMENT 'E' 155 Sq Ft 0.01 Ac." and "EASEMENT 'F' 599 Sq Ft 0.01 Ac." and "EASEMENT 'G' 86 Sq Ft 0.01 Ac." and "EASEMENT 'H' 367 Sq Ft 0.01 Ac." and "EASEMENT 'J' 549 Sq Ft 0.01 Ac." and "EASEMENT 'K' 259 Sq Ft 0.01 Ac." and "EASEMENT 'L' 173 Sq Ft 0.01 Ac." and "EASEMENT 'R' 6,435 Sq Ft 0.15 Ac." on that certain Plat entitled "Permanent Storm Drainage Easements Over a Portion of Village of Skull Creek Garden Homes, Hilton Head Plantation, Hilton Head Island, Beaufort County, South Carolina", prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, SCPLS 25437, dated August 28, 2015, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book _____ at Page _____.

(the "Easement Property")

The easement granted herein is for the purpose of planning, laying out, building and maintaining drains, embankments, ditches, culverts, pipes any other improvements used or useful in the collection, conveyance and drainage of surface and storm water runoff (hereinafter collectively referred to as the "Drainage Improvements"). Grantor further grants to Grantee, a perpetual, non-exclusive easement for the purpose of draining surface and storm water runoff through the Easement

Property, and the Drainage Improvements built and/or maintained pursuant to this grant of easement.

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

1. This easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by Grantor, its successors and assigns, to utilize the Easement Property at any time, in any manner, and for any purpose, provided, however, that such use by Grantor shall not be inconsistent with nor prevent the full utilization by Grantor or the Town, of the rights and privileges granted herein.
2. Grantor shall erect no permanent structure of any kind over or across the Easement Property including but not limited to buildings, sheds, walls and other masonry structures, tennis courts, and swimming pools. Grantor shall not impede, obstruct, or allow to be obstructed, the natural flow of storm water runoff through the Easement Property.
3. Grantor and Grantee acknowledge that this easement agreement is being executed as a prerequisite for Grantee to petition the Town for dedication and inclusion of the Subsystem and Easement Property described above into the PUD System. Grantor and Grantee acknowledge that the Town shall decide at its sole discretion whether the Subsystem meets Town eligibility requirements for dedication and inclusion into the PUD system, and that in the event the Town approves such dedication in writing, this Easement Agreement will be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina upon completion of an amendment to the Master Agreement and Easement between the Town and Grantee.
4. Grantor and Grantee acknowledge that upon: 1) the Town's written acceptance of dedication of the Subsystem into the PUD system; 2) amendment of the Master PUD Agreement Easement between the Town and Grantee, and 3) recording of the within Drainage Easement Agreement, the

Subsystem shall be deemed incorporated into the PUD System, and the Town shall be responsible for maintenance of the Subsystem and Easement Property under the same terms and conditions as set forth in the Drainage Agreement and Access, Drainage and Maintenance Easement as amended, specifically including but not limited to the Town's obligation to restore any other property of Grantor which may be damaged as a result of the Town's exercise of the rights granted hereunder to its pre-existing state.

5. Grantor warrants that it has and holds full authority and rights to execute this Drainage Easement Agreement and grant the rights set forth herein, and that no consent or approval of any other party is necessary. Further, Grantor hereby covenants and agrees that it will indemnify and hold harmless the Town and its respective officers, agents, elected representatives, employees, successors and/or assigns against any and all claims, demands, penalties, fines, settlements, damages, injuries, losses, costs, attorney's fees and court costs (including appellate proceedings), expenses, and judgments of whatever kind or nature which shall arise out of the execution of this Drainage Easement Agreement. It is specifically contemplated by the provisions of this Drainage Easement Agreement that the Grantor has full power and authority to convey any and all easement rights as described in this Drainage Easement Agreement to the Grantee and/or Town, and that upon the execution and recording of this Drainage Easement Agreement, the Grantee and/or the Town (as the case may be) shall have all easement rights as described herein holding first priority status, free and clear of any and all encumbrances affecting their validity, priority and/or effectiveness, including but not limited to being free of liens, mortgages, covenants, and restrictions. In the event the Town incurs damages in connection with establishing such validity, priority and/or effectiveness, including but not limited to the commencement of condemnation proceedings, the indemnification provisions

of this section shall apply.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto Grantee, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Drainage Easement Agreement to be duly executed as of the date first above written.

(SIGNATURE PAGES FOLLOW)

SUNSET PLACE HOMEOWNER'S
ASSOCIATION, INC.

1)By _____
Maureen Houston, President

3) _____
Signature of Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) UNIFORM ACKNOWLEDGMENT
S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify Maureen Houston personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of Sunset Place Homeowner's Association, Inc.

LINDA P. ANESI
Notary Public, State of South Carolina
My Commission Expires Dec. 8, 2020

Signature of Notary Public for South Carolina
My Commission Expires: 12/8/20

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



WITNESSES:

HILTON HEAD PLANTATION PROPERTY
OWNERS ASSOCIATION, INC.

[Redacted Signature]

(Signature of Witness #1)

[Redacted Signature]

(Signature of Notary Public)

By

[Redacted Signature]

T. Peter Kristian

Its:

General Manager

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

) UNIFORM ACKNOWLEDGMENT
) S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that T. Peter Kristian
personally appeared before me on this day and duly acknowledged the execution of the foregoing
instrument on behalf of Hilton Head Plantation Property Owners Association, Inc.

Sworn to and Subscribed before me
on this 10th Day of February, 2016.

[Redacted Signature]

Notary Public for South Carolina
My Commission Expires:

SHARON P. WHITE
Notary Public, South Carolina
My Commission Expires
August 21, 2022



WITNESSES:

TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

(Signature of Witness #1)

By: _____
Stephen G. Riley, ICMA-CM
Town Manager

(Signature of Notary Public)

STATE OF SOUTH CAROLINA

)

COUNTY OF BEAUFORT

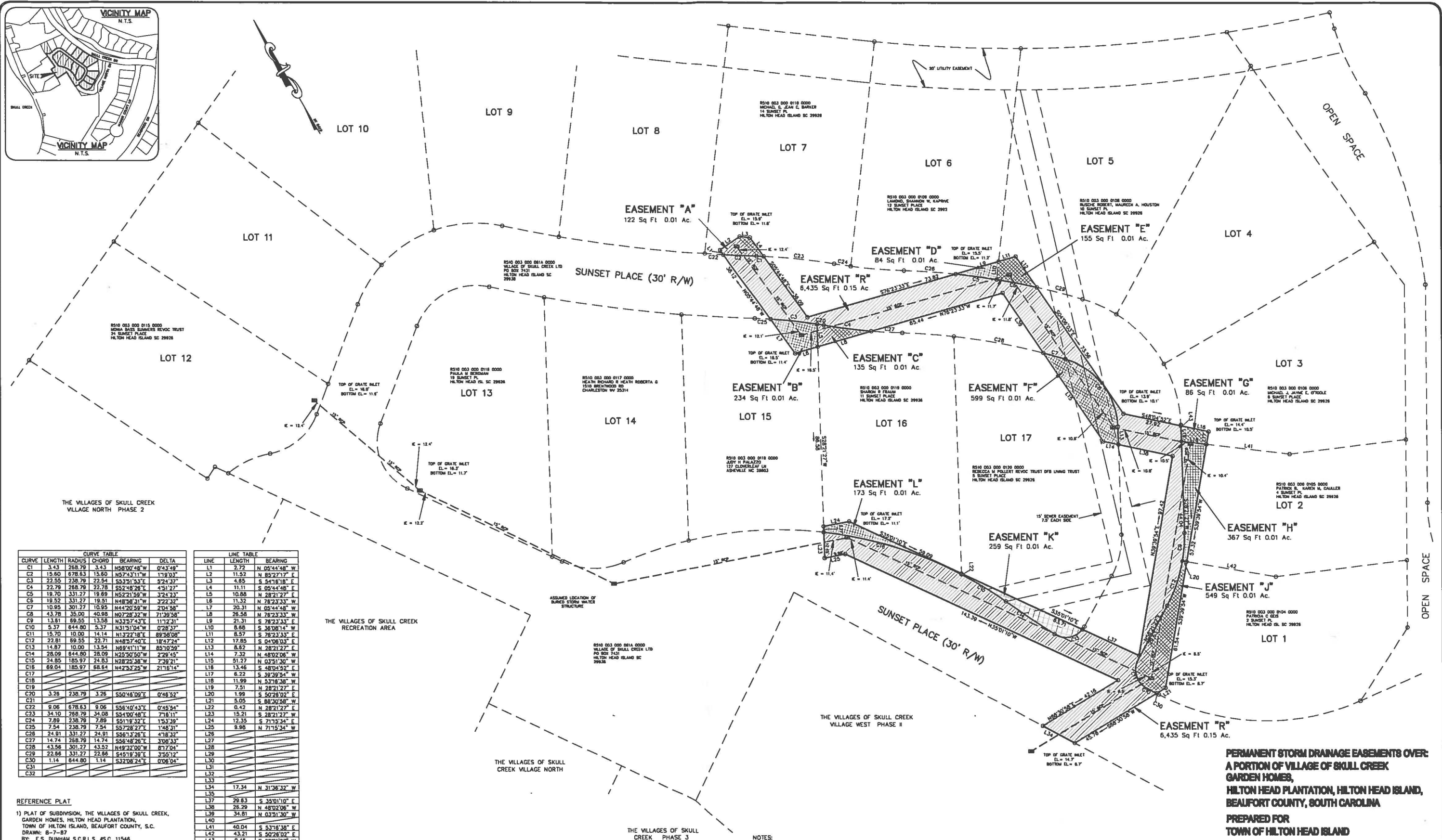
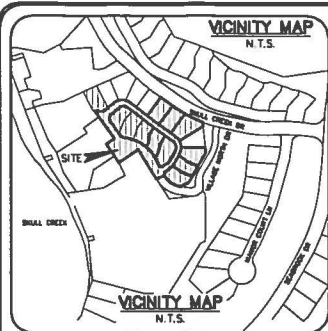
)

UNIFORM ACKNOWLEDGMENT
S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

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

Sworn to and Subscribed before me
on this ____ Day of _____, 20____.

Notary Public for South Carolina
My Commission Expires: _____



CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	3.43	268.79	3.43	N58°00'48"W	0°43'49"
C2	15.60	678.63	15.60	N57°41'11"W	1°19'03"
C3	22.55	238.79	22.54	S53°51'53"E	3°24'37"
C4	22.79	268.79	22.78	S52°48'28"E	4°51'27"
C5	19.70	331.27	19.69	N52°21'59"W	3°24'23"
C6	19.52	331.27	19.51	N48°58'31"W	3°22'32"
C7	10.95	301.27	10.95	N44°20'59"W	2°04'58"
C8	43.78	35.00	40.98	N07°28'32"E	71°39'58"
C9	13.61	69.55	13.58	N33°57'43"E	11°12'31"
C10	9.37	644.80	9.37	N31°51'04"W	0°28'37"
C11	15.70	10.00	14.14	N12°27'18"E	89°58'08"
C12	22.81	69.55	22.71	N48°57'40"E	18°47'24"
C13	14.87	10.00	13.54	N68°41'11"W	85°10'59"
C14	28.09	644.80	28.09	N25°50'50"W	2°28'45"
C15	24.85	185.97	24.83	N28°25'38"W	7°39'21"
C16	69.04	185.97	68.64	N42°57'28"W	21°16'14"
C17					
C18					
C19					
C20	3.28	238.79	3.28	S50°48'09"E	0°48'52"
C21					
C22	9.08	678.63	9.08	S56°10'43"E	0°25'54"
C23	34.10	268.79	34.08	S54°00'48"E	7°18'11"
C24	7.69	238.79	7.69	S51°19'32"E	1°53'39"
C25	7.54	238.79	7.54	S57°28'27"E	1°48'31"
C26	24.91	331.27	24.91	S56°17'28"E	4°18'32"
C27	14.74	268.79	14.74	S58°48'28"E	3°08'33"
C28	43.58	301.27	43.52	N49°32'00"W	81°20'04"
C29	22.86	331.27	22.86	S45°19'39"E	3°55'12"
C30	1.14	644.80	1.14	S32°08'24"E	0°08'04"
C31					
C32					

LINE	LENGTH	BEARING
L1	2.72	N 05°44'48" W
L2	11.52	N 85°27'17" E
L3	4.85	S 54°18'18" E
L4	11.11	S 05°44'48" E
L5	10.88	N 28°21'22" E
L6	11.32	N 28°23'33" W
L7	20.31	N 05°44'48" W
L8	26.58	N 78°23'33" W
L9	21.31	N 78°23'33" E
L10	8.68	S 38°58'14" W
L11	8.57	S 28°23'33" E
L12	17.85	S 04°08'03" E
L13	8.62	N 28°21'27" E
L14	7.32	N 48°02'08" W
L15	51.27	N 03°51'30" W
L16	13.46	S 48°04'54" E
L17	6.22	S 38°39'54" W
L18	11.99	N 53°18'38" W
L19	7.51	N 28°21'27" E
L20	1.99	S 50°28'02" E
L21	5.05	S 88°30'58" W
L22	0.42	N 28°21'27" E
L23	15.21	S 28°21'27" W
L24	12.35	S 71°15'34" E
L25	9.98	N 71°15'34" W
L26		
L27		
L28		
L29		
L30		
L31		
L32		
L33		
L34	17.34	N 31°38'32" W
L35		
L37	29.63	S 35°01'10" E
L38	26.29	N 48°02'08" W
L39	34.81	N 03°51'30" W
L40		
L41	40.04	S 53°18'38" E
L42	43.21	S 50°28'02" E
L43	0.45	S 28°21'27" W
L44		

REFERENCE PLAT

- 1) PLAT OF SUBDIVISION, THE VILLAGES OF SKULL CREEK, GARDEN HOMES, HILTON HEAD PLANTATION, TOWN OF HILTON ISLAND, BEAUFORT COUNTY, S.C. DRAWN: 8-7-87 BY: E.S. DUNHAM S.C.R.L.S. #S.C. 11546
- 2) AMENDED DECLARATION OF THE HILTON HEAD PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. TOWN OF HILTON ISLAND, BEAUFORT COUNTY, S.C. RECORDED IN DEED BOOK 936, PAGE 746, DATED 04/17/97

EASEMENT AREA = 0.31 Ac. 13,382 Sq. Ft.
ADDRESS: SUNSET PLACE
DISTRICT: 610, MAP: 3, PARCEL: VARIOUS
THIS PROPERTY LIES IN F.E.M.A. ZONE AT 14.0' AND C (NA)
COMMUNITY NO. 460280, PANEL 00000, DATED: 02/28/86

SYMBOLS

- - CALCULATED POINT
- ⊕ - INVERT ELEVATION
- - REINFORCED CONCRETE PIPE

NOTES:

- 1) UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
- 2) SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
- 3) HORIZONTAL DATUM IS S.C. STATE PLANE NAD 83.
- 4) VERTICAL DATUM IS NAVD83.
- 5) USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.
- 6) BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
- 7) THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- 8) BOUNDARY FOR VILLAGE WEST HORIZONTAL PROPERTY REGIME NOT SHOWN IN FULL.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, BELIEF AND FAITH, THE FOREGOING INSTRUMENT WHEN RECORDED WILL CONVEY THE PROPERTY DESCRIBED HEREIN ACCORDING TO THE INTENT AND PURPOSE OF SAID INSTRUMENT, AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA.



PERMANENT STORM DRAINAGE EASEMENTS OVER A PORTION OF VILLAGE OF SKULL CREEK GARDEN HOMES, HILTON HEAD PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED FOR TOWN OF HILTON HEAD ISLAND

REVISION: 11/19/16
 DATE: 08/28/16
 REVISIONS: 11/19/16
 SCALE: 1" = 20'

Sea Island Land Survey, LLC.
 4D Mathews Court,
 Hilton Head Island,
 SC 29928
 FILE No.: 05353/3
 DWG No.: 7-1324

STATE OF SOUTH CAROLINA)	SECOND AMENDMENT TO
)	AMENDED AND RESTATED
COUNTY OF BEAUFORT)	DRAINAGE AGREEMENT

This Second Amendment to the Amended and Restated Drainage Agreement is made this _____ day of _____, 2018, by and between Hilton Head Plantation Property Owners Association, Inc. (“HHPPOA”), having an address of 7 Surrey Lane, Hilton Head Island, SC 29926, and the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928 (“Town”).

WITNESSETH

WHEREAS, HHPPOA and the Town previously entered into that certain Amended and Restated Drainage Agreement dated July 23, 2013 (the “Drainage Agreement”), whereby the Town undertook the maintenance and improvement of the storm and surface water Drainage System within Hilton Head Plantation, which Drainage System was shown and described on the map attached as Exhibit A to the Drainage Agreement; and

WHEREAS, HHPPOA and the Town now desire to incorporate additional areas within Hilton Head Plantation into the Drainage System as defined in the Drainage Agreement; and

WHEREAS, HHPPOA and the Town desire to hereby amend the Drainage Agreement to incorporate the attached Exhibit "A-2017" into the Drainage Agreement by replacing the current Exhibit A with the attached Exhibit "A-2017".

NOW, THEREFORE, know all men by these presents, HHPPOA and the Town, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, hereby agree as follows:

1. Exhibit A of the Drainage Agreement is deleted in its entirety and replaced with the document attached hereto as Exhibit "A-2017".
2. All other portions and provisions of the Drainage Agreement, and any amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, HHPPOA and the Town, by and through their duly authorized officers, have executed and delivered this First Amendment as of the date first above written.

(SIGNATURE PAGE FOLLOWS)

WITNESSES:

HILTON HEAD PLANTATION
PROPERTY OWNERS ASSOCIATION,
INC.

By:_____

Attest:_____

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

By:_____

Attest:_____

STATE OF SOUTH CAROLINA)	SECOND AMENDMENT TO
)	MODIFICATION OF ACCESS,
COUNTY OF BEAUFORT)	DRAINAGE AND
)	MAINTENANCE EASEMENT
)	AND PARTIAL ASSIGNMENT

This Second Amendment to the Modification of Access, Drainage and Maintenance Easement and Partial Assignment is made this _____ day of _____, 2018, by and between Hilton Head Plantation Property Owners Association, Inc. (“HHPPOA”), having an address of 7 Surrey Lane, Hilton Head Island, SC 29926, and the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928 (“Town”).

WITNESSETH

WHEREAS, HHPPOA and the Town originally entered into an Access, Drainage and Maintenance Easement dated August 6, 2008 and recorded August 13, 2008 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 02755 at Page 1238 (the “Drainage Easement”), and subsequently entered into that certain Modification of Access, Drainage and Maintenance Easement and Partial Assignment dated July 23, 2013 and recorded December 5, 2013 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 3290 at Page 1928 (the “Drainage Easement”), whereby the Town undertook the maintenance and improvement of the storm and surface water Drainage System within Hilton Head Plantation, which

Drainage System was shown and described on the map attached as Exhibit A to the Drainage Easement; and

WHEREAS, HHPPOA and the Town now desire to incorporate additional areas within Hilton Head Plantation into the Drainage System as defined in the Drainage Easement; and

WHEREAS, HHPPOA and the Town desire to hereby amend the Drainage Easement to incorporate the attached Exhibit "A" into the Drainage Easement, by replacing the current Exhibit A with the attached Exhibit "A-2017".

NOW, THEREFORE, know all men by these presents, HHPPOA and the Town, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, hereby agree as follows:

1. Exhibit A of the Drainage Easement is deleted in its entirety and replaced with the document attached hereto as Exhibit "A-2017".
2. All other portions and provisions of the Drainage Easement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, HHPPOA and the Town, by and through their duly authorized officers, have executed and delivered this Second Amendment as of the date first above written.

(SIGNATURE PAGES FOLLOW)

WITNESSES:

HILTON HEAD PLANTATION
PROPERTY OWNERS ASSOCIATION,
INC.

By: _____

Attest: _____

STATE OF SOUTH CAROLINA) UNIFORM ACKNOWLEDGMENT
)
COUNTY OF BEAUFORT) S.C. CODE §30-5-30 (SUPP. 2011)

I, the undersigned Notary Public do hereby certify that
_____ personally appeared before me on this
day and duly acknowledged the execution of the foregoing instrument on behalf
of Hilton Head Plantation Property Owners Association, Inc.

Sworn to and Subscribed before me
on this _____ Day of _____, 2018.

Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

By: _____
David Bennett, Mayor

Attest: _____
Stephen G. Riley, Manager

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

) UNIFORM ACKNOWLEDGMENT

)

) S.C. CODE §30-5-30 (SUPP. 2011)

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

Sworn to and Subscribed before me
on this _____ Day of _____, 2018.

Notary Public for South Carolina
My Commission Expires: _____



TOWN OF HILTON HEAD ISLAND

Public Projects and Facilities Management Department

TO: Stephen G. Riley, ICMA-CM, Town Manager
VIA: Scott Liggett, PE, Director of PP&F/Chief Engineer
FROM: Jeff Buckalew, PE, Town Engineer
James Cook, Engineering Technician
CC: Brian Hulbert, Staff Attorney
DATE: January 9, 2018
SUBJECT: Recommendation of Policies to Guide the Private Unpaved Road Acquisition and Paving Program

Recommendation:

Staff recommends that Town Council approve five key policy decisions needed to guide the private unpaved road acquisition and paving program.

Summary:

At their December 19, 2017 meeting, the Public Facilities Committee voted unanimously to approve the five policy issues as stated below, with the condition that the first issue be amended as 1-A to include roads with less than six dwellings under the circumstances listed. The five key policy issues to be resolved for the advancement of the private, unpaved road acquisition and paving program are listed below with staff recommendations.

1. **To qualify for this program, the road must serve more than 5 dwellings / address points.** (Exhibit A is attached listing the thirty-four currently qualifying roads.)
 - 1-A. **If a private unpaved road serving 5 dwellings or less, lying within a low-moderate income area, that emergency responders have deemed impassable, and there is 100% participation amongst all affected property owners to donate a public road right of way to the Town, staff shall bring that road before the Public Facilities Committee and Town Council as an exception to the policy and for consideration of dedication and acceptance.**
2. **Property owners must express interest in public road right of way assemblage (100% willing participation).**
3. **Land for the public road right of way must be donated to the Town.**
4. **Condemn land only as necessary due to unclear title issues (i.e., heirs' property).**
5. **Community volunteers may assist staff with facilitating right of way donations.**

Background:

1. To qualify for this program, the road must serve more than 5 dwellings / address points

This mimics the Beaufort County policy for accepting private roads (must serve at least six dwelling units) and is based on the premise that the Land Management Ordinance allows for subdivisions to be created / developed for 5 lots and less without having to establish and record a road right of way or install right of way infrastructure (road pavement and drainage) to current standards. Although private roads serving five or less dwellings may have a name for addressing purposes, they are essentially private driveways.

1-A. If a private unpaved road serving 5 dwellings or less, lying within a low-moderate income area, that emergency responders have deemed impassable, and there is 100% participation amongst all affected property owners to donate a public road right of way to the Town, staff shall bring that road before the Public Facilities Committee and Town Council as an exception to the policy and for consideration of dedication and acceptance.

This recommendation was discussed and added at the Public Facilities Committee review of this item. There may be special exceptions which warrant Town Council review and action.

2. Property owners must express interest in public road right of way assemblage (100% willing participation)

This policy issue also mimics the Beaufort County policy and puts the onus on those property owners with land at stake to achieve a consensus agreement that they want the road to be public and to be maintained by the government. The Town does not intend to forcibly make a road public without the willing consent of the affected land owners. This will be a major factor in the implementation schedule for the program.

3. Land for the public road right of way must be donated to the Town.

This is strictly a voluntary program for private road owners that want their road to be public. The Town will not compensate land owners for the road right of way or the right to improve their private roads. This will require a fee simple transfer of land to the Town. In return, the Town will maintain the road right of way in perpetuity. The Town will absorb the cost of surveying, title work and legal services necessary for recording the transfer.

4. Condemn land only as necessary due to unclear probate or recording title issues (i.e., heirs' property)

There will only be "friendly" condemnations done out of necessity as part of this program. These will entail properties where the locally residing owner wishes to donate land necessary for a public right of way, but due to clouded title they are unable to legally do so. The qualifying types of issues will be probate or gaps in the title chain, such as heirs' properties where the local or majority owner wishes to donate the land, but legally cannot do so. The Town will provide legal assistance where recording errors or incorrect legal descriptions cause the title to be clouded. The Town will not condemn in cases where the property needs to be cleared of liens, foreclosures, or fraud. The Town Attorney will prepare condemnation documents for filing upon Town Council direction and

approval. This does not mean the Town will act to fully clear the title on the remaining balance of the property.

5. Community volunteers may assist staff with facilitating right of way donations.

Community volunteers may provide aid in facilitating right of way donations. This may be in the form of communication and organization regarding the program, distribution and collection of petitions, forms, exhibits, documents, etc., and promoting the general benefits of this opportunity. The Town's project manager shall work closely with the volunteer(s) - holding public meetings, meeting with individual property owners, providing documents, data, exhibits, etc. It is very important that there be clear communication that this is a voluntary program and an opportunity for property owners to work together for government assistance to improve their neighborhood.

Attachments: Exhibit A – List of the thirty-four currently qualifying roads

EXHIBIT A

PRIVATE DIRT ROAD ACQ RATINGS (GROUPED BY # OF DWELLINGS & ADT)

ROAD NAME	CONCIL DISTRICT	LENGTH (MILES)	# OF HOUSES SERVED	SECTION 1 ROAD USE	SECTION 2 MAINTENANCE	SECTION 3 EXISTING EASEMENTS	SECTION 4 BENEFIT / COST	TOTAL SCORE	RANK	# OF PARCELS /ADT
FY 14-16 (GREATER THAN 5 DWELLINGS)										
Alfred Lane	1	0.152	18	18	30	8	1.33	62.64	1	14 180
Murray Avenue	1	0.137	22	22	25	5	1.67	60.33	2	20 220
Aiken Place	1	0.206	17	22	25	2	1.05	54.23	3	15 170
Cobia Court	1	0.319	14	17	25	5	0.50	49.50	4	10 140
Alice Perry Drive	6	0.148	9	20	25	5	0.90	54.51	5	7 90
Pine Field Road	1	0.118	10	10	25	15	0.57	52.83	6	15 100
Mitchellville Lane	6	0.275	11	11	15	25	0.27	52.36	7	13 110
Bligen Lane	1	0.250	18	20	25	0	0.48	47.40	8	14 180
FY 17 (GREATER THAN 5 DWELLINGS)										
Amelia Drive	1	0.122	7	7	30	10	0.36	48.80	1	7 70
Christopher Drive	1	0.187	10	10	30	5	0.32	46.60	2	11 100
Freddies Way	1	0.079	11	11	20	5	0.67	39.36	5	8 110
Manatee Way	3	0.255	17	17	10	10	0.33	38.64	6	2 170
Sam Frazier Retreat	1	0.061	9	9	20	5	0.67	37.37	7	7 90
Horse Sugar Lane	6	0.136	6	6	30	0	0.21	37.06	8	5 60
Orage Lane	1	0.121	14	14	20	0	0.53	36.63	9	8 140
Mackeral Drive	1	0.120	9	9	20	5	0.34	35.71	12	6 90
Farmers Club Drive	1	0.056	6	6	25	0	0.45	33.23	18	4 60
Sadie Common	1	0.076	6	6	25	0	0.33	32.63	19	11 60
Junior Trace	1	0.080	6	6	20	5	0.31	32.55	20	5 60
Great Barracuda Lane	6	0.092	10	10	20	0	0.44	32.18	21	6 100
Benjamin Drive	1	0.135	6	6	20	5	0.18	31.92	22	6 60
Red Tip View	1	0.153	6	6	25	0	0.16	31.81	23	6 60
William Drive	1	0.106	6	8	20	0	0.28	29.41	25	7 60
Palm Tree Place	6	0.156	8	8	20	0	0.19	28.96	26	2 80
Blossom Place	1	0.041	6	6	20	0	0.51	28.53	27	2 60
Eugene Drive	1	0.059	6	6	10	10	0.35	27.76	28	5 60
Sassafras Lane	1	0.089	6	6	20	0	0.23	27.17	34	4 60
Candy Doll Bluff	1	0.089	10	10	10	5	0.37	26.87	35	8 100
Amelia Court	1	0.135	6	6	15	5	0.15	26.77	36	4 60
Indian Pipe Lane	1	0.069	7	7	15	0	0.30	23.48	50	2 70
Triggerfish Trail	6	0.146	6	6	15	0	0.12	21.58	51	6 60
Grant Drive	1	0.094	7	7	10	0	0.17	17.84	60	2 70
Clifford Miller Drive	1	0.103	7	7	0	0	0.06	7.32	71	2 70
Sapos Place	6	0.041	6	6	0	0	0.12	6.59	73	3 60

TEXT COLOR DENOTES ROADS IN SEWER MASTER PLAN



TOWN OF HILTON HEAD ISLAND

Public Projects and Facilities Management Department

TO: Stephen G. Riley, ICMA-CM, Town Manager
VIA: John Troyer, CPA, Director of Finance
FROM: Scott Liggett, PE, Director of PP&F/Chief Engineer
CC: Jeff Buckalew, PE, Town Engineer
Jennifer Lyle, PE, Asst. Town Engineer
DATE: January 9, 2018
SUBJECT: Recommendation for Budget Transfer within the CIP to Facilitate
Construction of Roadway Improvements on Office Park Road

Recommendation:

In accordance with policies in the Budget Process Overview adopted in the most recent Budget Ordinance, staff recommends that the Town Manager amend the Town's Consolidated Municipal Budget for 2017-2018, the Capital Improvement Program Fiscal Year 2017-2018 Funding, in the following manner to provide sufficient funding to contract for the immediate construction of roadway improvements on Office Park Road.

Summary:

This transfer of funds (\$605,000.00) is recommended to fully fund the timely construction of this important project. On October 6, 2017 the Town solicited proposals for construction services on Office Park Road. Staff recommends contract award to the proposal with a fee of \$2,454,584.00. The current total of unobligated and available funds in the project account is \$2,360,000.00. The total funds recommended to complete the project, including contingencies (utility conflicts/relocations and construction change orders), legal fees, land acquisition closings, and field inspection service total \$2,965,000.00. This requires a transfer of \$605,000.00 and staff recommends these funds be transferred from the Coligny Area Improvements account. This donor project is scheduled for construction in next year's CIP and can be supplemented in the FY-19 CIP budget. All funding involved is Tax Increment Finance revenue.

CIP PROJECT	CURRENT AVAILABLE FUNDS	REQUIRED FUNDS	ADD	DEDUCT	NEW BALANCE of AVAILABLE FUNDS
OFFICE PARK ROADWAY IMPROVMENTS (TIF)	\$2,360,000	\$2,965,000	\$605,000	-	\$2,965,455
COLIGNY PARK (TIF)	\$9,478,805	FUTURE	-	\$605,000	\$8,873,805

Background:

These improvements were identified in the USCB campus Traffic Study. Furthermore, the Town's agreement with USCB obligates the Town to make any necessary off-site traffic and roadway improvements as called for in the traffic study.

This transfer of funds is needed now to fully fund the timely construction of the project. This work is to be done prior to USCB opening for classes and staff desires it be completed prior to the summer tourist season as well. With a 120-day performance requirement in the construction contract, we will need to begin work by February to avoid working into June (summer season). Construction will directly affect Pope Avenue and Greenwood Drive, thus virtually all traffic accessing the south end of the island.

TRANSFER SUMMARY

RECIPIENT ACCOUNT: Office Park Roadway Improvements (CIP 320000MR-R0066)

\$ 2,360,000.00	FY 2018 Current Balance (Approved Budget)
+ \$ 605,000.00	<u>Budget Transfer (TOTAL ADDITION)</u>
\$2,965,000.00	Proposed Balance

DONOR ACCOUNT: Coligny Park Improvements (CIP Project-N0030)

\$ 9,478,805.00	FY 2018 Current Balance (Approved Budget)
- \$ 605,000.00	<u>Budget Transfer (TOTAL DEDUCTION)</u>
\$ 8,873,805.00	Proposed Balance