

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2180  
www.bcgov.net

D. PAUL SOMMERVILLE  
CHAIRMAN

GERALD W. STEWART  
VICE CHAIRMAN

COUNCIL MEMBERS

\_\_\_\_\_  
RICK CAPORALE  
MICHAEL E. COVERT  
GERALD DAWSON  
BRIAN E. FLEWELLING  
STEVEN G. FOBES  
YORK GLOVER, SR.  
ALICE G. HOWARD  
STEWART H. RODMAN  
ROBERTS "TABOR" VAUX

THOMAS J. KEAVENY, II  
INTERIM COUNTY ADMINISTRATOR  
COUNTY ATTORNEY

\_\_\_\_\_  
CONNIE L. SCHROYER  
CLERK TO COUNCIL

AGENDA  
COUNTY COUNCIL OF BEAUFORT COUNTY  
REGULAR SESSION  
Monday, September 10, 2018  
6:00 p.m.  
Council Chambers, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

1. CALL TO ORDER - 6:00 P.M.
2. REGULAR SESSION
3. PLEDGE OF ALLEGIANCE
4. INVOCATION – Chairman Paul Sommerville
5. RECOGNITION
  - A. Public Works Department Clean Up Event
6. ADMINISTRATIVE CONSENT AGENDA
  - A. Committee Reports (next meeting)
    1. Community Services (September 17, 2018 at 4:00 p.m., ECR)
    2. Executive (October 8, 2018 at 3:00 p.m., ECR)
    3. Finance (September 10, 2018 at 2:00 p.m., ECR)
    4. Governmental (October 1, 2018 at 4:00 p.m., ECR)
    5. Natural Resources (September 17, 2018 at 2:00 p.m., ECR)
    6. Public Facilities (September 24, 2018 at 3:00 p.m., Bluffton Branch Library)
  - B. Boards and Commissions
7. PUBLIC COMMENT – Speaker sign-up encouraged no later than 5:45 p.m. day of meeting
8. NEW BUSINESS
  - A. AN ORDINANCE AMENDING BEAUFORT COUNTY ORDINANCE 2017/34 TO DELETE QUESTION 2B PERTAINING TO THE ISSUANCE OF \$120,000,000 OF GENERAL OBLIGATIONS BONDS AND MAKING QUESTION 2A NOW QUESTION 1 ([backup](#))
    1. Consideration of first reading on September 10, 2018



9. TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM SEPTEMBER 10, 2018 COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION

A. DISCUSSION AND CONSIDERATION OF APPROVAL FOR FUNDING ASSISTANCE IN DEVELOPING WRIGHT FAMILY PARK AND CALHOUN STREET DOCK (TOWN OF BLUFFTON) (backup)

1. Consideration of approval to occur September 10, 2018
2. Issue to be discussed at Finance Committee on Monday, September 10, 2018 beginning at 2:00 p.m. in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, Beaufort, South Carolina

B. AN ORDINANCE ACKNOWLEDGING THE TERMINATION OF AN EXISTING MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (RIVERPORT) PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, AND AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE “PARK”), SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (4) OTHER MATTERS RELATED THERETO.(PROJECT PEACH / RIVERPORT II) (backup)

1. Consideration of approval to occur September 10, 2018
2. Issue to be discussed at Finance Committee on Monday, September 10, 2018 beginning at 2:00 p.m. in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, Beaufort, South Carolina

10. CONSENT AGENDA

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

1. Consideration of second reading on September 10, 2018
2. First reading approval occurred August 27, 2018 / Vote 11:0
3. Finance Committee discussed and recommended first reading on Monday, August 27, 2018  
Vote 8:0



- B. TEXT AMENDMENT TO CHAPTER 4 (FUTURE LAND USE), APPENDIX 4G, DAUFUSKIE ISLAND PLAN OF THE BEAUFORT COUNTY COMPREHENSIVE PLAN TO REPLACE THE EXISTING DAUFUSKIE ISLAND PLAN WITH A NEW DAUFUSKIE ISLAND PLAN ([backup](#))
1. Consideration of second reading on September 10, 2018
  2. Public hearing - Public hearing – Monday, September 24, 2018 beginning at 6:30 p.m. in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton
  3. First reading approval August 27, 2018 / Vote 11:0
  4. Community Services Committee discussed and recommended first reading approval on August 20, 2018 / Vote 6:0
- C. AN ORDINANCE CLARIFYING THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE ([backup](#))
1. Consideration of second reading on September 10, 2018
  2. Public hearing – Monday, September 24, 2018 beginning at 6:30 p.m. in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton
  3. First reading, by title only, approval occurred August 27, 2018 / Vote 10:1
  4. Public Facilities Committee discussed and recommended first reading approval, by title only, on August 27, 2018 / Vote 6:0
- D. AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR SUPPLEMENTAL EXPENDITURE IN THE AMOUNT OF \$100,000 FOR FUNDING OF THE IMPACT FEE WAIVER FOR AFFORDABLE HOUSING DEVELOPMENT ([backup](#))
1. Consideration of second reading on September 10, 2018
  2. First reading by title only occurred August 27, 2018 / Vote 11:0
  3. Finance Committee discussed and recommended first reading by title only on August 27, 2018 / Vote 7:0
- E. AN ORDINANCE AUTHORIZING TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 90 – PARKS AND RECREATION ([backup](#))
1. Consideration of first reading on September 10, 2018
  2. Governmental Committee discussed and recommended first reading approval on September 4, 2018 / Vote 6:0
- F. AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$764,420.00 FROM THE 2% LOCAL HOSPITALITY TAX FUNDS TO THE COUNTY GENERAL FUND FOR IMPROVEMENTS TO THE FACTORY CREEK (WHITEHALL) BOAT RAMP ([backup](#))
1. Consideration of first reading on September 10, 2018
  2. Finance Committee discussed and recommended on August 27, 2018 / Vote 5:0:1
- G. A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE CONVEYANCE OF 51 BALL PARK ROAD TO THE GULLAH FARMERS COOPERATIVE ASSOCIATION ([backup](#))
1. Consideration of adoption on September 10, 2018
  2. Council approved Interim Administrator authorization for the conveyance of title on August 27, 2018 / Vote 10:0:1
  3. Public Facilities Committee discussed and recommended conveyance of title on August 27, 2018 / Vote 6:0

- H. A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF CASSIDY ROAD RIGHT OF WAY FOR USE AS A FUTURE FRONTAGE ROAD ([backup](#))
  - 1. Consideration of adoption on September 10, 2018
  - 2. Council authorized the Interim County Administrator to execute the necessary documents on August 27, 2018 / Vote 11:0
  - 3. Public Facilities Committee discussed and recommended Council to authorize the Interim County Administrator to execute the necessary documents on August 27, 2018 / Vote 7:0
  
- I. A RESOLUTION APPOINTING THOMAS J. KEAVENY, II AS INTERIM COUNTY ADMINISTRATOR UNTIL SUCH TIME AS COUNTY COUNCIL APPOINTS A NEW COUNTY ADMINISTRATOR ([backup](#))
  - 1. Consideration of adoption on September 10, 2018
  - 2. Appointment approved out of Executive Session during Regular Session of June 25, 2018 / Vote 8:0
  
- J. CONTRACT AWARD / EMERGENCY MEDICAL SERVICES (EMS) PURCHASE FOR TWO AMBULANCES ([backup](#))
  - 1. Contract award: AEV Northwestern Emergency Vehicles, Jefferson, North Carolina
  - 2. Amount: \$480,994
  - 3. Funding: Account #10001230-54000, EMS, Vehicle Purchases
  - 4. Governmental Committee discussed and recommended contract award on September 4, 2018 / Vote 6:0
  
- 11. PUBLIC HEARINGS – 6:30 P.M.
  - A. AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS/HER LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO; AND REPEALING ORDINANCE NO. 2018/10 ([backup](#))
    - 1. Consideration of third and final reading on September 10, 2018
    - 2. Second reading approval occurred August 27, 2018 / Vote 11:0
    - 3. First reading approval occurred July 23, 2018 / Vote 10:0
    - 4. Finance Committee discussed and recommended first reading approval on July 23, 2018 / Vote 6:0

B. AN ORDINANCE TO ESTABLISH, PURSUANT TO SECTION 4-1-170 OF THE *CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED*, A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK, IN CONJUNCTION WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY; TO PROVIDE FOR A WRITTEN AGREEMENT BY BEAUFORT COUNTY WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY AS TO THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK AMONG TAXING ENTITIES HAVING JURISDICTION OVER THE PARK; TO PROVIDE FOR A FEE IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (JASPER OCEAN TERMINAL) ([backup](#))

1. Consideration of third and final reading on September 10, 2018
2. Second reading approval second reading, with backup material, on August 27, 2018
3. First reading approval occurred, without backup material, July 23, 2018 / Vote 10:0
4. Finance Committee discussed and recommended first reading approval on July 23, 2018 / Vote 6:0

C. AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO CLARIFY THE “NO BENEFIT” POLICY PURSUANT TO A REQUEST OF THE SOUTH CAROLINA STATE HOUSING TRUST FUND ([backup](#))

1. Consideration of third and final reading on September 10, 2018
2. Second reading approval occurred August 27, 2018 / Vote 11:0
3. Community Services Committee discussed and recommended first reading approval on August 20, 2018 / Vote 5:0
4. First reading approval, by title only, occurred July 23, 2018 / Vote 10:0

D. AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO PROVIDE THAT APPOINTMENTS OF BOARD MEMBERS SHALL BE BY THE GOVERNOR ([backup](#))

1. Consideration of third and final reading September 10, 2018
2. Second reading approval occurred August 27, 2018 / Vote 11:0
3. Community Services Committee discussed and recommended first reading approval on August 20, 2018 / Vote 5:0
4. First reading approval, by title only, occurred July 23, 2018 / Vote 10:0

12. MATTERS ARISING OUT OF EXECUTIVE SESSION

13. PUBLIC COMMENT – Speaker sign-up encouraged

14. ADJOURNMENT

**ORDINANCE 2018 / \_\_\_\_**

**AN ORDINANCE AMENDING BEAUFORT COUNTY ORDINANCE 2017/34 TO DELETE QUESTION 2B PERTAINING TO THE ISSUANCE OF \$120,000,000 OF GENERAL OBLIGATIONS BONDS AND MAKING QUESTION 2A NOW QUESTION 1.**

WHEREAS, Beaufort County Council adopted Ordinance 2017/34 providing for a referendum on the question of a sales tax for transportation projects and general obligations bonds; and

WHEREAS, Appendix B of Ordinance 2017/34 contains a portion of the form of the ballot and Local Question 2B

WHEREAS, Question 1B asks voters to approve the issuance of up to \$120,000,000 in general obligations bonds of Beaufort County related to the projects identifies in Question 1A of the referendum; and

WHEREAS, the general obligations bonds requested in Question 1B would mature in a period not to exceed Four (4) years; and

WHEREAS, the Question 1B is unnecessary due to the short maturing period because the revenues will be generated in such a timely way to fund projects without the necessity of issuing bonds; and

WHEREAS, County Council finds that the Question 1B unnecessarily appears on the referendum and that it is in the best interest of the citizens and visitors of Beaufort County to remove Question 1B from the Sales Tax Referendum and amend Ordinance 2017/34 to reflect the deletion.

WHEREAS, Ordinance 2017/34 provides that the ballot read “Local Question 2A”; and

WHEREAS, the Sales Tax Referendum will appear on the ballot as “Question 1” and not as “Local Question 2A.”

**NOW, THEREFORE, BE IT ORDAINED**, that Beaufort County Ordinance 2017/34 is hereby amended to delete in its entirety Appendix B containing Local Question 2B thereby removing the request to approve \$120,000,000 in general obligations bonds. It is further ordained that Ordinance 2017/34 is hereby amended to reflect the that the remaining Question for the ballot read as “Local Question 1” and remove reference to “Local Question 1A.”

Adopted on the \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_

Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

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

Third and Final Reading  
Public Hearing  
Second Reading  
First Reading

Lisa Sulka  
*Mayor*

Larry Toomer  
*Mayor Pro Tempore*

Marc Orlando  
*Town Manager*



*Council Members*  
Fred Hamilton  
Dan Wood  
Harry Lutz

Kimberly Chapman  
*Town Clerk*

August 30, 2018

The Honorable Jerry Stewart  
Chairman, Beaufort County Council Finance Committee  
100 Ribaut Road  
Beaufort, SC 29901

Dear Mr. Stewart:

In May, 2017, the Town of Bluffton partnered with the Beaufort County Rural and Critical Lands Program to acquire 1.27 acres of waterfront property located at 111 Calhoun Street. This property, also known as the Wright Family Property, features 188 feet of river frontage which is adjacent to the Calhoun Street Public Dock. Other features of the property include the Squire Pope Carriage House, an Antebellum structure built circa 1850.

As the operating partner for this property, the Town has master planned its future development into a passive park for public use. Improvements to the property as part of this project consist of creating passive open space on the May River, natural gardens and river access for the public to enjoy. A copy of the Wright Family Park Master Plan is enclosed. We estimate the cost of this project to be approximately \$1.2 million. The purpose of this communication is to request consideration for assistance in funding the development of this park in the amount of \$350,000.

We would welcome an opportunity to formally share plans for the property and answer any questions that members of the Beaufort County Council Finance Committee may have. Please call me at 843-706-4511 if you would like to discuss this request. Thank you for your consideration.

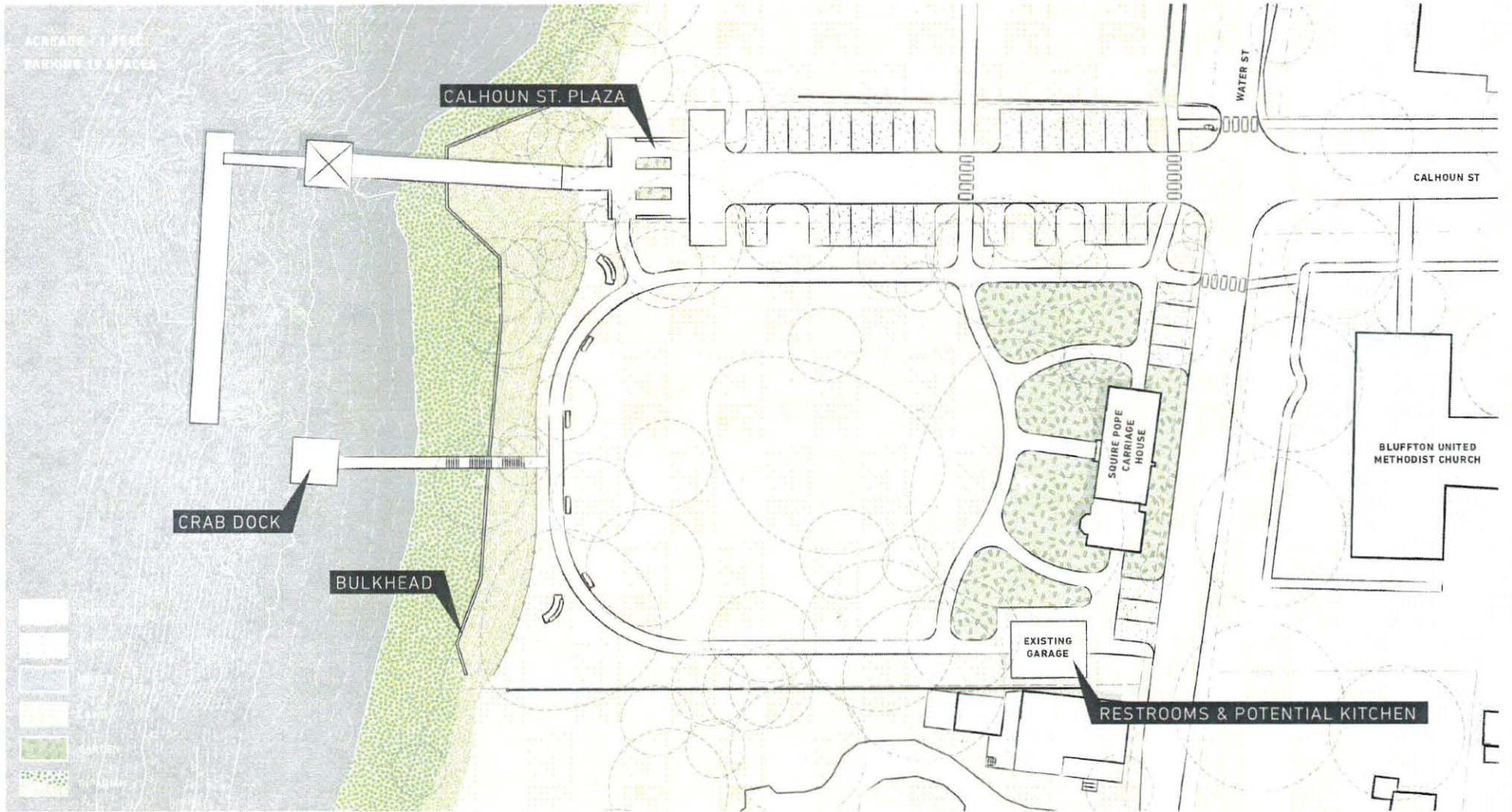
Sincerely,

Marc Orlando, IACP, ICMA-CM  
Town Manager

Enclosure

Cc: Members of the Town of Bluffton Town Council (email only)  
Thomas J. Keaveny, II, Beaufort County Interim Administrator (email only)  
Michael Mathews, Chairman, Rural and Critical Lands Preservation Board (email only)





# WRIGHT FAMILY PARK MASTER PLAN

BLUFFTON, SOUTH CAROLINA | JULY 2018  
SUBJECT TO CHANGE



bluffton  
HEART OF THE LOWCOUNTRY

MKSK



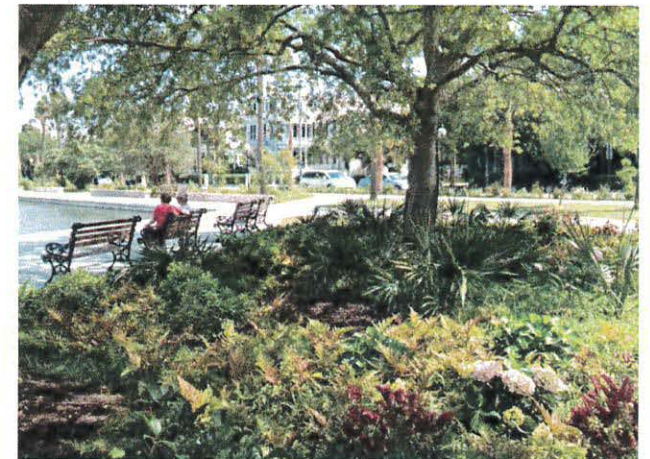
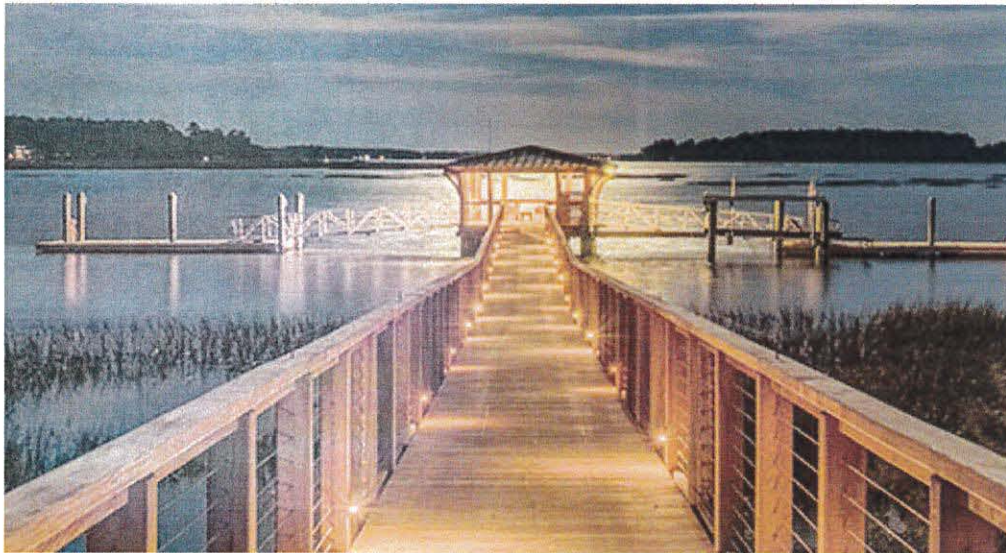


**BIRDSEYE PERSPECTIVE**

WRIGHT FAMILY PARK MASTER PLAN

SUBJECT TO CHANGE





**INSPIRATION**

WRIGHT FAMILY PARK MASTER PLAN



Lisa Sulka  
*Mayor*

Larry Toomer  
*Mayor Pro Tempore*

Marc Orlando  
*Town Manager*



*Council Members*  
Fred Hamilton  
Dan Wood  
Harry Lutz

Kimberly Chapman  
*Town Clerk*

July 16, 2018

Joshua A. Gruber (*via email only*)  
Beaufort County Interim County Administrator  
100 Ribaut Road  
Beaufort, SC 29901

Dear Mr. ~~Gruber~~: *Josh*

The purpose of this communication is to provide an update to Beaufort County leadership about the Calhoun Street Regional Dock and Wright Family Park capital improvement projects. We would also like to establish an initial dialogue to seek additional partnership opportunities, to include financial investment toward the development of the Wright Family Park. A copy of the approved master plans for each project are enclosed.

The Calhoun Street Regional Dock project includes removal of the existing public dock and replacement with a larger and more accessible regional dock. The dock will include a bulkhead, 10'x130' boardwalk, 20'x20' covered pier head and larger floating dock (12'x125'). This project is in the design and permitting phase with construction expected to begin this summer with completion in early 2019. Town Council authorized a contract for construction on July 9, 2018.

Improvements incorporated in the Calhoun Street Regional Dock project support an alternative regional transportation connection among Beaufort-Port Royal-Bluffton-Hilton Head Island to Savannah, supports economic development for Ecotourism, and contributes to the quality of life for Beaufort County residents. The improvements will also allow Palmetto Bluff to provide ferry service between the Palmetto Bluff docks and the Historic District.

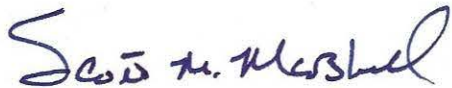
The Wright Family Park project is located on the banks of the May River, adjacent to the Calhoun Street public dock, at 111 Calhoun Street which is also commonly referred to as the Wright Family Property. The Town partnered with the County to jointly pursue this project which will benefit Bluffton, as well as Southern Beaufort County as a whole. The property, acquired with the assistance of the Beaufort County Rural and Critical Lands Program, is 1.27 acres and features 188 feet of water frontage. Features of the property also include the Antebellum Structure Squire Pope Carriage House, built circa 1850.

Improvements to the Wright Family property as part of this project consist of creating passive open space on the May River, natural gardens and river access for the public to enjoy. We also envision the rehabilitation of the Squire Pope Carriage House, preserving the structure in a manner to conform to Historic Preservation Commission guidelines and making it available to the public. Having had recent success with the rehabilitation of the Garvin-Garvey House at Oyster Factory

Park, we believe we have a good model in place to help guide this part of the project. On July 9, 2018, Bluffton Town Council approved a master plan for the Wright Family Park project.

As we begin to enter into the design and construction phase of the Wright Family Park project, we would like to meet with you, or your representative, as soon as possible to discuss opportunities for continued partnership and financial assistance in developing this property, which is jointly owned by the Town and the County. Realizing that the County is in a state of transition with administrative leadership I have courtesy copied Tom Keaveny for continuity purposes. We look forward to your response regarding this matter. Please call me at (843) 706-4523 if you have questions. Thank you for your consideration.

Sincerely,



Scott M. Marshall, MPA, ICMA-CM  
Deputy Town Manager

Enclosures

Cc: Members of the Town of Bluffton Town Council (email only)  
Members of Beaufort County Council (email only)  
Michael Mathews, Chairman, Rural and Critical Lands Preservation Board (email only)  
Marc Orlando, Town Manager (email only)  
Thomas J. Keaveny, II, Beaufort County Attorney (email only)





Extended property lines

Calhoun Street Dock  
Revised Permit Alignment



LEGEND:

- Extended property lines
- Existing dock
- Proposed dock



SUBJECT TO CHANGE



# WRIGHT FAMILY PARK MASTER PLAN

ACREAGE - 1.35AC  
PARKING 19 SPACES



-  PAVING
-  PARKING
-  WATER
-  LAWN
-  GARDEN
-  RIPARIAN

CRAB DOCK

BULKHEAD

CALHOUN ST. PLAZA

CHURCH OF THE CROSS

WATER ST

CALHOUN ST

SQUIRE POPE CARRIAGE HOUSE

BLUFFTON UNITED METHODIST CHURCH

EXISTING GARAGE

RESTROOMS & POTENTIAL KITCHEN

0' 80'



MKSK



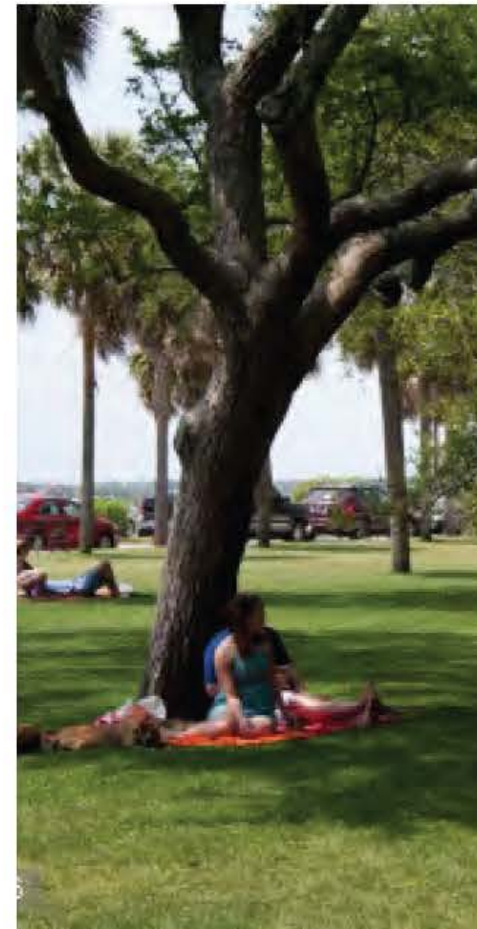


**BIRDSEYE PERSPECTIVE**

WRIGHT FAMILY PARK MASTER PLAN

SUBJECT TO CHANGE





**INSPIRATION**

WRIGHT FAMILY PARK MASTER PLAN

SUBJECT TO CHANGE



STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                )     **AGREEMENT BETWEEN BEAUFORT  
  )     COUNTY AND TOWN OF BLUFFTON**

This Agreement (hereinafter "Agreement") is made and entered into this 21<sup>st</sup> day of March, 2017 by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter the "County"), and the Town of Bluffton, South Carolina, a South Carolina municipal corporation (hereinafter the "Town").

**WHEREAS**, the Town, a political subdivision of the State of South Carolina, has contracted to purchase 1.27 acres described as 111 Calhoun Street, Bluffton, South Carolina, Tax Map No. R610-039-00A-0111-000 (hereinafter the "Property") for the total Purchase Price of One Million, Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars (the "Purchase Price"); and

**WHEREAS**, on March 13, 2017, the County Council unanimously agreed to contribute Fifty (50%) percent of the Purchase Price for the Town and County's acquisition of the Property; and.

**WHEREAS**, the parties will, after closing, each own an undivided Fifty (50%) percent interest in the Property; and

**WHEREAS**, the County and the Town desired to enter into this Agreement to define responsibility for the acquisition, maintenance, liability and operation of the Property.

**NOW, THEREFORE**, for due and valuable consideration, the parties agree as follows:

1. The Property shall be jointly owned by the Town and the County and maintained as open space, as a passive park, and open gateway to scenic vistas and accesses to the May River. The Town has plans to make future improvements to the passive park, said improvements to be subject to the applicable ordinances of the Town.
2. Operation and improvements of the Property are under the supervisory authority of the Town.
3. Any advertisement, promotion or signage shall include both the Town of Bluffton and Beaufort County Rural and Critical Program as co-sponsors.
4. The terms of this paragraph may be amended, changed, modified or altered by the Town if doing so, in its discretion, is in the public's best interests.
  - a. **Hours of Operation:** The Property shall be open to the general public daily, during daylight hours, and at such other times as may be approved by the Town as provided herein.

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- b. **Special Events:** A Special Event means the congregation of persons on the Property premises, at a function hosted or approved by the Town, and where food, beverages, events, entertainment or a concert are provided.
  - c. **Process of Handling of Special Events:** Special Events at the Property will be procedurally and substantively handled like all other Special Events in the Town.
  - d. **Disposition of Fees from Special Events:** The gross receipts from Special Events shall inure to the benefit of the Property unless prior approval has been given to host a Special Event as a "fundraiser" for a public or charitable purpose. Other than permitted public purpose or charitable "fundraisers," the gross receipts from Special Events shall be remitted to the Town. These Special Event funds shall be expended solely for the general upkeep, maintenance and improvement of the Property.
5. **Use of Alcoholic Beverages.** Town owned recreation facilities are publicly funded and for the purpose of carrying on leisure, recreation and sporting events. As such, the Town shall regulate the Property in a manner that shall provide for the greatest public use. Alcoholic beverages may be permitted for family outings, social events, fundraising events and Special Events provided that its use is not in conflict with any other County or Town ordinance or state law.
  6. The Town shall provide, at least weekly, regular refuse, litter and garbage pick-up for the Property. Additionally, the Town shall be responsible for providing all maintenance and cleaning of any facilities located on the Property.
  7. The County and the Town shall notify their respective property and liability insurers, which provide the County and the Town general liability insurance now and in the future of the modifications to the initial undertaking. As the party responsible for the operation, maintenance, use and condition of the Property and all related facilities, the Town agrees to be the primary responsible party for any and all liability resulting from the use of the Property to the extent that immunity has been waived under State of South Carolina law.
  8. Capital improvements shall be planned and implemented by the Town. The Town and County agree to cooperate to secure funds for capital improvement from any available source. Funds collected from grants and/or non-profit/private entities for capital improvements may be received on terms acceptable to the Town. The County is not obligated to contribute to capital improvements, but the County's assistance will not be unreasonably withheld.
  9. The County and the Town acknowledge the presence of a structure on the Property with historic significance. Any improvements or renovations to the

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structure shall conform to the Town's Historic Preservation Commission guidelines. The Town shall set reasonable guidelines for the use of the structure.

10. Signage and associated lighting shall be guided by the Town's sign ordinance and lighting standards.

11. The Town shall provide law enforcement for the Property.

12. Each party shall have the right of first refusal to purchase the interest of the other party in the event either party desires to sell or transfer its interest to a third party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly appointed officers this day and year as aforesaid.

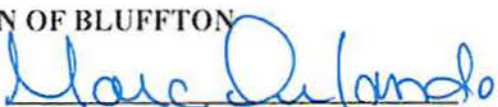
**BEAUFORT COUNTY COUNCIL**

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

  
Gary Kubic  
County Administrator

**TOWN OF BLUFFTON**

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

  
Marc Orlando  
Town Manager

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

AN ORDINANCE ACKNOWLEDGING THE TERMINATION OF AN EXISTING MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (RIVERPORT) PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, AND AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE "PARK"), SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (4) OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Multi-County Park Act"), Beaufort County, South Carolina ("Beaufort County") and Jasper County, South Carolina ("Jasper County"), effective as of August 5, 2011, entered into a multi-county business/industrial park established in accordance with the Multi-County Park Act pursuant to the terms of that certain Agreement for the Establishment of Multi-County Industrial/Business Park (RiverPort) (the "RiverPort Multi-County Park Agreement"), which included certain property in Jasper County in the RiverPort Park (the "RiverPort Multi-County Park Property"); and

WHEREAS, Jasper County Council has advised Beaufort County Council of the termination of the RiverPort Multi-County Park Agreement, effective as of March 2, 2018, as the result of the termination of the related fee-in-lieu of tax agreement and the special source credits thereunder as provided by Jasper County Council; and

WHEREAS, in order to promote economic development and thus encourage investment and provide additional employment opportunities, Jasper County and Beaufort County, as authorized under the Multi-County Park Act, now propose to establish jointly a multi-county industrial/business park with respect to property which is more particularly described in Exhibit A hereto (the "NSC Real Estate LLC Property"), shall be included, and which property will be owned and/or hereafter operated by NSC Real Estate LLC, one or more affiliates and/or other project sponsors (the "RiverPort II Multi-County Park"); and

WHEREAS, Beaufort County and Jasper County have agreed to the specific terms and conditions of such arrangement as set forth in that certain Agreement for the Establishment of a Multi-County Industrial/Business Park (RiverPort II) proposed to be entered into by and between

Beaufort County and Jasper County as of such date as may be agreed to by Beaufort County and Jasper County (the “RiverPort II Multi-County Park Agreement”), a form of which Riverport II Multi-County Park Agreement has been presented to this meeting; and

WHEREAS, it appears that the RiverPort II Multi-County Park Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by Beaufort County for the purposes intended;

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

**Section 1. Acknowledgment of Termination of RiverPort Multi-County Park.**

Based upon the representations made to Beaufort County by Jasper County, Beaufort County hereby acknowledges termination of the RiverPort Multi-County Park.

**Section 2. Establishment of RiverPort II Multi-County Park; Approval of the RiverPort II Multi-County Park Agreement.**

There is hereby authorized to be established, in conjunction with Jasper County, a multi-county industrial/business park to be known as the RiverPort II Multi-County Park and to include therein the NSC Real Estate LLC Property. The form, provisions, terms, and conditions of the RiverPort II Multi-County Park Agreement now before this meeting and filed with the Clerk to Beaufort County Council be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the RiverPort II Multi-County Park Agreement were set out in this Ordinance in its entirety. The Chairman of Beaufort County Council is hereby authorized, directed, and empowered to execute the RiverPort II Multi-County Park Agreement in the name and on behalf of Beaufort County; the Clerk to Beaufort County Council is hereby authorized, directed, and empowered to attest the same; and the Chairman of Beaufort County Council is further authorized, directed, and empowered to deliver the RiverPort II Multi-County Park Agreement to Jasper County.

The RiverPort II Multi-County Park Agreement is to be in substantially the form before the meeting at which this Ordinance received third reading and is hereby approved, or with such changes therein as shall not materially adversely affect the rights of Beaufort County thereunder and as shall be approved by the officials of Beaufort County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the RiverPort II Multi-County Park Agreement now before this meeting.

The Chairman of Beaufort County Council, the County Administrator of Beaufort County, and the Clerk to the Beaufort County Council, for and on behalf of Beaufort County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the RiverPort II Multi-County Park and the performance of all obligations of Beaufort County under and pursuant to the RiverPort II Multi-County Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

### **Section 3. Payment of Fee in Lieu of Tax.**

The businesses and industries located in the RiverPort II Multi-County Park must pay a fee in lieu of *ad valorem* taxes as provided for in the RiverPort II Multi-County Park Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County. That portion of the fee allocated pursuant to the RiverPort II Multi-County Park Agreement to Beaufort County shall, upon receipt by the Treasurer of Jasper County, be paid to the Treasurer of Beaufort County in accordance with the terms of the RiverPort II Multi-County Park Agreement. Payments of fees in lieu of *ad valorem* taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Beaufort County and Jasper County, acting by and through the Treasurer of Jasper County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes. Nothing herein shall be construed to prohibit Jasper County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision in South Carolina law.

The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

### **Section 4. Sharing of Expenses and Revenues.**

Sharing of expenses and revenues of the RiverPort II Multi-County Park by Beaufort County and Jasper County shall be as set forth in the RiverPort II Multi-County Park Agreement.

### **Section 5. Distribution of Revenues within Beaufort County.**

Revenues generated from industries and other businesses located in the RiverPort II Multi-County Park and received by Beaufort County shall be distributed by Beaufort County in accordance with an ordinance to be enacted by Beaufort County Council, as may be amended from time to time by Beaufort County Council.

### **Section 6. Governing Laws and Regulations.**

The ordinances of the City of Hardeeville, South Carolina (the “City”) and Jasper County, as applicable, concerning zoning, health, and safety regulations, and building code requirements will apply for the entire RiverPort II Multi-County Park. Henceforth, in order to avoid any conflicts of law or ordinances, the City Code of Ordinances and the Jasper County Code of Ordinances, as applicable, will be the reference for regulation or laws in connection with the RiverPort II Multi-County Park. The Beaufort County Code of Ordinances shall in no way apply to the RiverPort II Multi-County Park.



**Section 7. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Jasper County including those concerning zoning, health, and safety, and building code requirements shall apply to the RiverPort II Multi-County Park properties located in Jasper County unless the properties are within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**Section 8. Law Enforcement Jurisdiction.**

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the RiverPort II Multi-County Park properties is vested with the Sheriff's Department of Jasper County. If any of the RiverPort II Multi-County Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

**Section 9. Conflicting Provisions.**

To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Beaufort County Code or other Beaufort County ordinances, the provisions contained in this Ordinance supersede all other provisions and this Ordinance is controlling.

**Section 10. Severability.**

If any section of this Ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this Ordinance which is not itself void or invalid.

**Section 11. Effectiveness.**

This Ordinance shall be effective upon approval following third reading.

[End of Ordinance - Signature page to follow]

Enacted and approved, in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman, County Council  
Beaufort County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Connie L. Schroyer, County Council Clerk  
Beaufort County, South Carolina

First Reading: \_\_\_\_\_, 2018  
Second Reading: \_\_\_\_\_, 2018  
Public Hearing: \_\_\_\_\_, 2018  
Third Reading: \_\_\_\_\_, 2018

## Exhibit A

### PARK PROPERTY

#### Phase 1 and Phase 2

Approximately 400.7 upland acres lying and being situated in the City of Hardeeville, in Jasper County, South Carolina, being all of Jasper County Tax Map Parcel 031-00-00-019 and being portions of Jasper County Tax Map Parcels 031-00-00-015 and 031-00-00-016, within the planned development commonly known as RiverPort Business Park, and generally shown as “Phase 1” and “Phase 2” on the rendering attached hereto.

#### Phase 3

Land lying and being situated in the City of Hardeeville, in Jasper County, South Carolina, being portions of Jasper County Tax Map Parcels 031-00-00-014, 031-00-00-015 and 031-00-00-016, within the planned development commonly known as RiverPort Business Park, and generally shown as the highlighted parcel on the rendering attached hereto.

**AGREEMENT FOR THE  
ESTABLISHMENT OF A MULTI-COUNTY  
INDUSTRIAL/BUSINESS PARK  
(RIVERPORT II)**

**THIS AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (RIVERPORT II)** for the establishment of a multi-county industrial/business park to be located within Jasper County and Beaufort County is made and entered into as of [\_\_\_\_\_] , 2018, by and between Jasper County, South Carolina (“Jasper County”) and Beaufort County, South Carolina (“Beaufort County”).

**RECITALS**

**WHEREAS**, Jasper County and Beaufort County are contiguous counties which, pursuant to Ordinance No. [\_\_\_\_\_] , enacted by Jasper County Council on [\_\_\_\_\_] , 2018, and Ordinance No. [\_\_\_\_\_] enacted by Beaufort County Council on [\_\_\_\_\_] , 2018, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Jasper County a multi-county industrial/business park (the “Park”), to be located upon property more particularly described in Exhibit A (Jasper); and

**WHEREAS**, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption;

**NOW, THEREFORE**, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Beaufort County, their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as

amended (the “Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

3. Location of the Park.

(A) As of the date hereof, the Park consists of property that is located in Jasper County and which now or will be owned by NSC Real Estate LLC, one or more affiliates of NSC Real Estate LLC, or other project sponsors, as more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Jasper County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the Jasper County Council, as the “Host County,” and resolution of the Beaufort County Council. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park as enlarged or diminished, together with a copy of the ordinance of Jasper County Council and the resolution of Beaufort County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Jasper County Council of its ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Jasper County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Jasper County, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be given by certified mail that is deposited with the U.S. Postal Service at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Jasper County and Beaufort County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

A. Jasper County	100%
B. Beaufort County	0%

6. Allocation of Revenues. Jasper County and Beaufort County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

- A. Jasper County                      99%
- B. Beaufort County                    1%

Any payment from Jasper County to Beaufort County of Beaufort County’s allocable share of Park revenues shall be made and accompanied by a statement showing the manner in which total payment and each County’s share were calculated. If any Park revenues are received by Jasper County through payment by any owner, or any lessee/tenant, or any other taxpayer is made under protest, or otherwise as part of a dispute, then Jasper County is not obligated to pay Beaufort County more than Beaufort County’s share of the undisputed portion of the Park revenues until thirty (30) days after the final resolution of the protest or dispute.

7. Revenue Allocation within Each County. Park revenues generated by way of fees in lieu of *ad valorem* taxes generated from properties within the Park shall be distributed to and within the respective County as follows:

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Jasper County and to Beaufort County, as the case may be, according to the proportions established in **Section 6** of this Agreement. With respect to revenues allocable to Jasper County by way of fees in lieu of *ad valorem* taxes generated from properties within the Park, such revenue shall be distributed within Jasper County in the manner provided by ordinance of Jasper County Council; provided, that (i) each taxing entity which overlaps the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such revenue-generating portion, (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity, and (iii) all taxing entities other than the foregoing shall receive zero percent (0%) of such revenues.

(B) Revenues allocable to Beaufort County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Jasper County portion of the Park shall be distributed solely to Beaufort County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Jasper County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Beaufort County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Sections 6** and **7** herein.

10. Governing Laws and Regulations. Any applicable ordinances and regulations of Jasper County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

12. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision of this Agreement.

13. Counterpart Execution. This Agreement may be executed in multiple counterparts.

14. Additional Parties. This Agreement may be amended from time to time to add additional counties located in South Carolina, subject to Article VIII, Section 13(D) of the Constitution of South Carolina and Title 4, Chapter 1 of the Code, by ordinance of Jasper County Council, and by resolution of Beaufort County Council; provided, however, that to the extent permitted by law, additional counties may be added as parties hereto with only the enactment of an ordinance of Jasper County Council only in the event that such additional county's allocation of Park Revenues hereunder shall be allocated solely out of Jasper County's residual net share of the Park Revenues provided for its use and distribution pursuant to **Section 7** hereof.

15. Term; Termination. (A) Except as specifically provided in this **Section 15**, Jasper County and Beaufort County agree that this Agreement may not be terminated as to any parcel located within the Park or in its entirety except as follows:

(i) this Agreement may be terminated by Jasper County with respect to any particular parcel or parcels in the event of a default under a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 or Title 12, Chapter 44 of the Code, or other incentive agreement by the lessee, tenant, owner, or other taxpayer of such parcel or parcels upon Jasper County providing thirty (30) days' written notice of termination to Beaufort County and such lessee, tenant, owner, or other taxpayer;

(ii) this Agreement may be terminated by Jasper County with respect to any particular parcel or parcels following a period of time of sufficient length to facilitate all enhanced State tax credits resulting from the parcel being located in a multi-county industrial or business park (currently ten [10] years) upon Jasper County providing thirty (30) days' written notice of termination to Beaufort County and the lessee, tenant, owner, or other taxpayer of such parcel or parcels;

(iii) this Agreement may be terminated by Jasper County with respect to any particular parcel or parcels following a period of time of sufficient length to facilitate all special source revenue or infrastructure credits for such parcel or parcels upon Jasper County providing



thirty (30) days' written notice of termination to Beaufort County and the lessee, tenant, owner, or other taxpayer of such parcel or parcels.

(B) This Agreement shall automatically terminate in its entirety on the 30<sup>th</sup> day after provision or payment in full, or termination, of all special source revenue or infrastructure credits due with respect to Park property.

16. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

[End of Agreement – Execution Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman, County Council of  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk of County Council of  
Jasper County, South Carolina

**BEAUFORT COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman, County Council  
Beaufort County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk of County Council of  
Beaufort County, South Carolina

**Exhibit A (Jasper)**

PARK PROPERTY

Phase 1 and Phase 2

Approximately 400.7 upland acres lying and being situated in the City of Hardeeville, in Jasper County, South Carolina, being all of Jasper County Tax Map Parcel 031-00-00-019 and being portions of Jasper County Tax Map Parcels 031-00-00-015 and 031-00-00-016, within the planned development commonly known as RiverPort Business Park, and generally shown as “Phase 1” and “Phase 2” on the rendering attached hereto.

Phase 3

Land lying and being situated in the City of Hardeeville, in Jasper County, South Carolina, being portions of Jasper County Tax Map Parcels 031-00-00-014, 031-00-00-015 and 031-00-00-016, within the planned development commonly known as RiverPort Business Park, and generally shown as the highlighted parcel on the rendering attached hereto.

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**Exhibit B (Beaufort)**

BEAUFORT COUNTY PROPERTY

None.

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REFERENCE PLATS

- 1. BOUNDARY MAP OF H.R. WILLIAMS TRACT. JASPER COUNTY, SOUTH CAROLINA... 2. A SURVEY OF PURRYSBURG STATION TOWER SITE #SVG 974-2... 3. A SURVEY FOR UNION CAMP CORPORATION OF 200.03 ACRES... 4. A SURVEY FOR UNION CAMP CORPORATION OF .16 ACRES... 5. A SURVEY OF UNION CAMP CORPORATION OF 61.85 ACRES... 6. A SURVEY OF LAND OWNED BY THE U.S. DEPARTMENT OF THE INTERIOR OF 59.69 ACRES... 7. A SURVEY FOR UNION CAMP CORPORATION OF 24.04 ACRES... 8. A SURVEY OF LAND OWNED BY UNION CAMP CORPORATION BEING 12.60 ACRES... 9. BOUNDARY SURVEY FOR SOUTH CAROLINA ELECTRIC & GAS CO. ARGENT TRACT UNION CAMP PROPERTY... 10. RIGHT-OF-WAY AND TRACK MAP SEABOARD COAST LINE RAILROAD COMPANY HARDEEVILLE TO LEVY CONNECTION TRACK... 11. RIGHT-OF-WAY AND TRACK MAP SEABOARD COAST LINE RAILROAD COMPANY HARDEEVILLE TO LEVY CONNECTION TRACK... 12. RIGHT-OF-WAY AND TRACK MAP ATLANTIC COAST LINE R.R. CO. MAIN LINE-CHARLESTON TO GA. STATE LINE... 13. RIGHT-OF-WAY AND TRACK MAP ATLANTIC COAST LINE R.R. CO. MAIN LINE-CHARLESTON TO GA. STATE LINE... 14. BOUNDARY MAP NO. 2 ON EAST BANK OF SAVANNAH RIVER ARGENT LUMBER CO. TRACT, S.C. STATE LINE... 15. A SURVEY OF 49.17 ACRES OF LAND OWNED BY UNION CAMP CORPORATION LYING NORTHWEST OF HARDEEVILLE... 16. PLAT OF LOTS: 37-46 OAKWOOD... 17. SURVEY OF 58.153 ACRES J.F. COBURN ESTATE... 18. FINAL PLAT OF LOTS: 1-27 OAKWOOD... 19. FINAL PLAT OF LOTS: 28-36 & 47-56 OAKWOOD... 20. A PLAT OF A PARCEL OF LAND SITUATED ABOUT 2 MI. SOUTH OF PURRYSBURG... 21. A PLAT OF A PARCEL OF LAND SITUATED IN THE PURRYSBURG SECTION AND BEING 2 1/4 PART OF THE EST. OF MILTON GRIMES OWNED BY: JENNY G. GAYLORD... 22. PLAN OF A PORTION OF SHERWOOD PLANTATION... 23. A SURVEY OF 5.24 ACRES OF LAND OWNED BY UNION CAMP CORPORATION... 24. A MAP OF A 4.00 ACRES PARCEL CUT FROM LANDS N/F OF JERRY JAMES... 25. PLAT OF LOT 4 OF A SUBDIVISION OF A PORTION OF SHERWOOD PLANTATION, HARDEEVILLE... 26. A SURVEY OF 202.14 ACRES OF LAND OWNED BY UNION CAMP CORPORATION... 27. A SURVEY OF 3.95 ACRES OF LAND OWNED BY UNION CAMP CORPORATION LYING ON THE EAST SIDE OF THE SAVANNAH RIVER AT MILLSTONE LANDING... 28. A SURVEY OF 6.41 ACRES OF LAND OWNED BY UNION CAMP CORPORATION LYING ON THE EAST SIDE OF THE SAVANNAH RIVER AT MILLSTONE LANDING... 29. A SURVEY OF 39.43 ACRES OF LAND OWNED BY UNION CAMP CORPORATION... 30. A PLAT OF 30.89 ACRES OF LAND OWNED BY EDGAR M. COBURN... 31. A SURVEY OF 209.54 ACRES OF LAND OWNED BY UNION CAMP CORPORATION...

REFERENCE PLATS

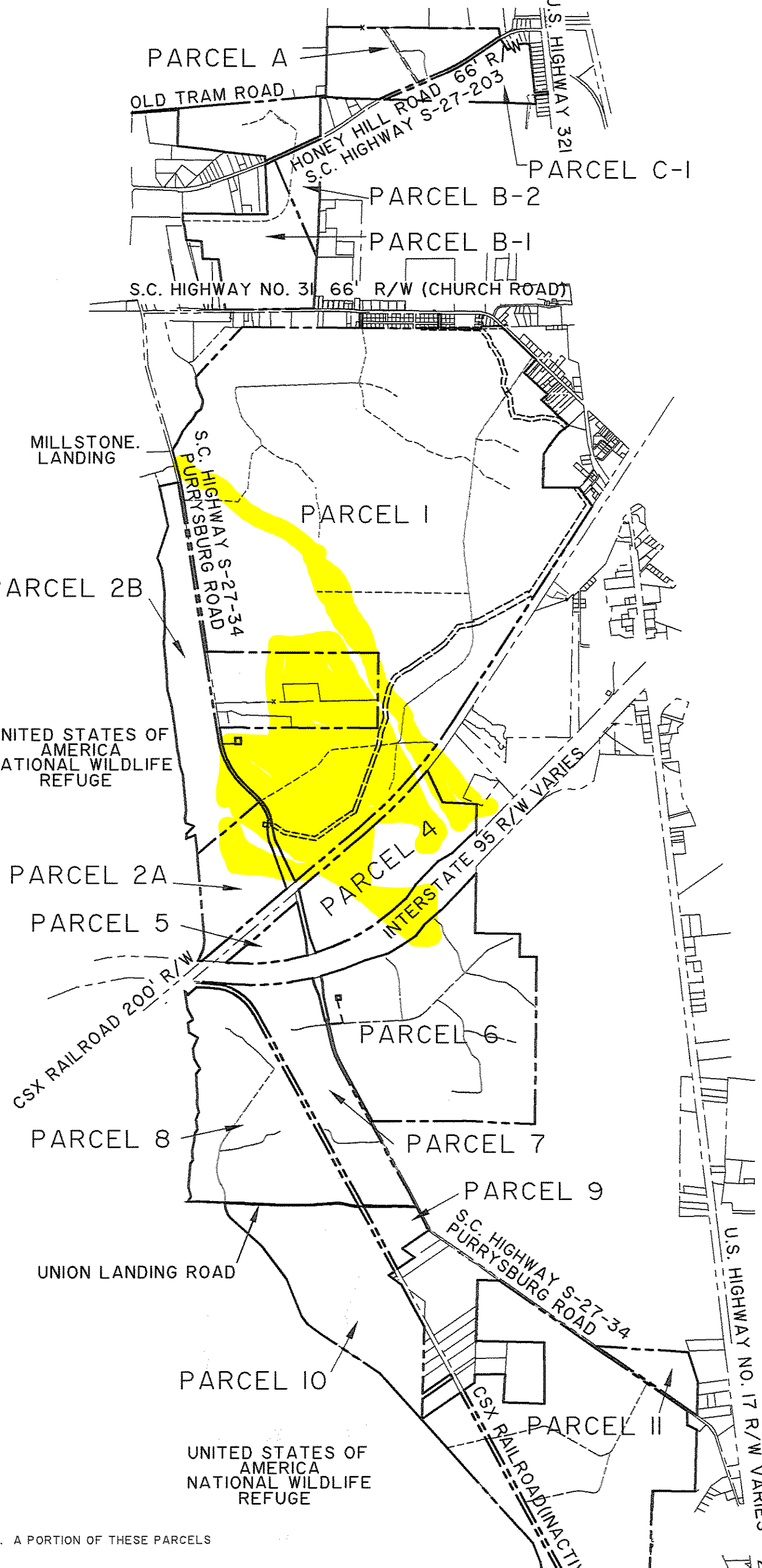
- 32. PLAT OF THE HARDEEVILLE TRACT, PROPERTY OF INTERNATIONAL PAPER REALTY CORPORATION... 33. SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 4-7... 34. SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 6-9... 35. SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 6-9... 36. SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 3-8... 37. SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 17-24... 38. SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 43-47... 39. A WETLAND PLAT OF THE NORTH HARDEEVILLE TRACT... 40. A WETLAND PLAT OF THE SOUTH HARDEEVILLE TRACT... 41. A PLAT OF PARCELS 1-13 AND PARCELS 16 AND 17 KNOWN AS THE HARDEEVILLE TRACT... 42. A PLAT OF 1.623 ACRES ALONG U.S. HIGHWAY 17... 43. PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY OF THE HARDEEVILLE TRACT (5,136.83 ACRES)... 44. BOUNDARY SURVEY FOR SOUTH CAROLINA ELECTRIC & GAS, PREPARED BY DAVID S. YOUNG, DATED AUGUST 3, 1998.

FLOOD NOTE:

ACCORDING TO F.J.R.M. NO. 45012 PANEL NO. 0175"D" REVISION SEPTEMBER 29,1986. A PORTION OF THESE PARCELS FALL WITH A FLOOD HAZARD AREA... ZONE EXPLANATION OF ZONE DESIGNATIONS... A AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED... B AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD... C AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED... D AREAS OF MINIMAL FLOODING.

ADJACENT PROPERTY INFORMATION

Table with 4 columns: DESIGNATION NO., TAX MAP NO., OWNER (NOW OR FORMERLY), RECORDED INFORMATION. Lists adjacent parcels 105 through 145.



SCHEDULE B - SECTION 2 EXCEPTIONS: FILE NO. 199998-032A-15SFR - EFFECTIVE DATE: JULY 29, 2015.

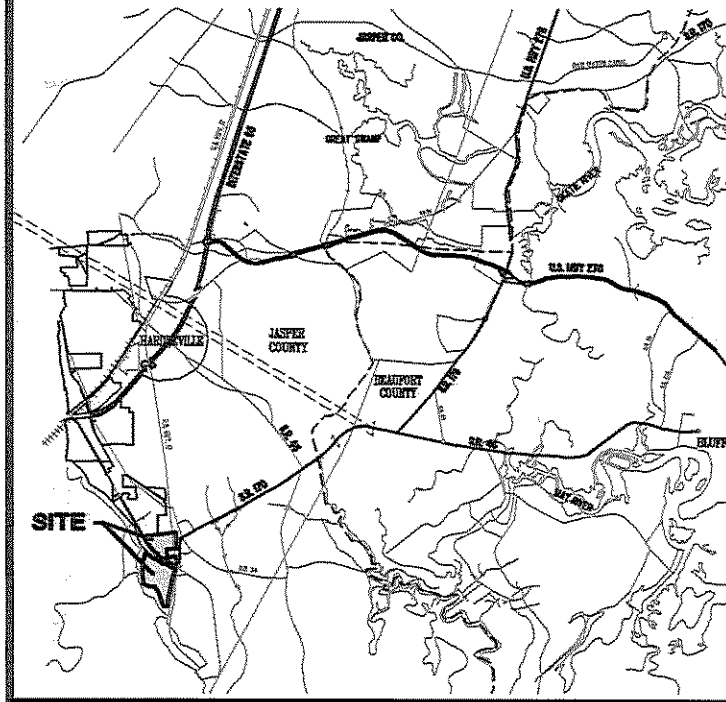
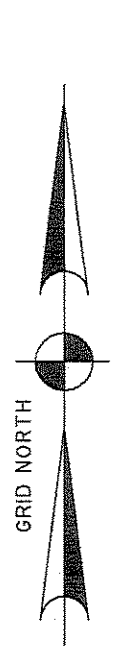
- 5. DECLARATION OF RESTRICTIVE COVENANTS (WETLANDS-RIVERPORT PHASE I) RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 805 AT PAGE 386... 6. INTENTIONALLY DELETED... 7. DEVELOPMENT AGREEMENT (HARDEEVILLE TRACT) BY AND BETWEEN COPPER STATION HOLDINGS, LLC AND THE CITY OF HARDEEVILLE... 8. INTENTIONALLY DELETED... 9. EASEMENT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 879 AT PAGE 154... 10. STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR JASPER COUNTY ORDINANCE NO. 2014-23 RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 888... 11. WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY... 12. WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY... 13. WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY... 14. WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY... 15. INTENTIONALLY DELETED... 16. THIS POLICY AFFORDS ASSURANCE AS TO THE LOCATION OF THE BOUNDARY LINES OF THE LAND, BUT DOES NOT INSURE THE ENGINEERING CALCULATIONS... 17. PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY OF THE HARDEEVILLE TRACT (5,136.83 ACRES) CONTAINING PARCELS A, B-1, B-2, C-1, L2, 4 THRU 13 AND THE 1.623 AC. SITE ALONG U.S. HIGHWAY NO. 17... 18. DRAINAGE DITCH EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 84 AT PAGE 2148... 19. CHANNEL IMPROVEMENT EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 66 AT PAGE 128... 20. ROADWAYS ENTITLED "FORT HOWARD RD.," "TRAILER PARK SPUR.," "TRAILER PARK SPUR.," "GUMBO ROAD.," "WILLIAMS ROAD, AND "EARTH ROADS (TYPICAL)... 21. 25 ACRE TOWER SITE # SVG 974-2, 20' ACCESS EASEMENT AND UTILITY EASEMENT ALONG EARTH ROAD... 22. ROADWAYS ENTITLED "DODGE TRAM RD.," "BOOKER ROAD," AND ALL REFERENCES TO "EARTH ROAD (TYPICAL)... 23. ROADWAYS ENTITLED "DODGE TRAM RD.," AND "EARTH ROAD (TYPICAL)... 24. ROADWAY ENTITLED "EARTH ROAD... 25. ROADWAY ENTITLED "HILTON DODGE ROAD... 26. ROADWAYS ENTITLED "OLD BAILEY ROAD.," "HOG PEN ROAD.," AND "EARTH ROAD (TYPICAL)... 27. ROADWAYS ENTITLED "CHISHOLM SPUR.," "CHISHOLM RD.," "OLD BAILEY RD.," AND "BAILEY SPUR... 28. RIGHTS OF OTHERS IN AND TO THE TITLE TO THAT PORTION OF THE LAND WITHIN THE BOUNDARY OF THE CEMETERY... 29. ROADWAYS ENTITLED "OLD BAILEY ROAD.," "HOG PEN ROAD.," AND "EARTH ROAD (TYPICAL)... 30. ROADWAYS ENTITLED "EARTH ROAD (TYPICAL)" AND "OLD TRAM ROAD... 31. 60' ACCESS EASEMENT TO COASTAL CONCRETE INC. RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 154 AT PAGE 289... 32. ROADWAY ENTITLED "EARTH ROAD (TYPICAL)... 33. ROADWAY ENTITLED "EARTH ROAD (TYPICAL)... 34. RIGHTS OF OTHERS IN AND TO ALL ROADWAYS MENTIONED ABOVE... 35. DRAINAGE DITCH EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 84 AT PAGE 2148... 36. CHANNEL IMPROVEMENT EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 66 AT PAGE 128... 37. 60' ACCESS EASEMENT TO COASTAL CONCRETE INC. RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 154 AT PAGE 289... 38. EASEMENT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 796 AT PAGE 476... 39. THERE IS A SCRIVENER'S ERROR IN DEED FROM INTERNATIONAL PAPER REALTY CORPORATION TO COPPER STATION HOLDINGS, LLC... 40. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE SUBSEQUENT TO FEBRUARY 11, 2008... 41. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE JASPER COUNTY RECORDS...

RESPONSE TO ALTA TABLE A REQUIREMENTS 16-18, 20(a):

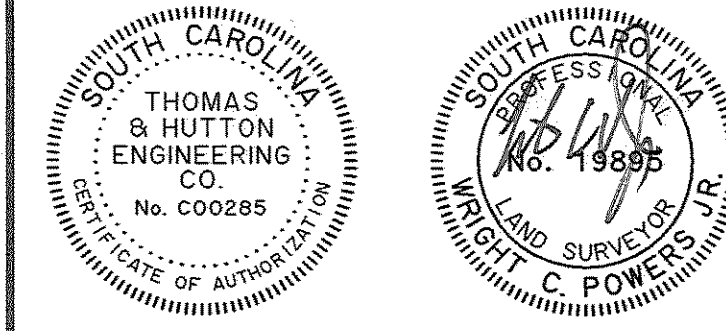
- 16. RECENT CONSTRUCTION OF BORROW PITS ON PARCEL 13 AND THE CONSTRUCTION OF A RETENTION BASIN ON PARCEL 12... 17. RECENT CONSTRUCTION OF A PORTION OF ENTRANCE ROAD ON PARCEL 12... 18. NO OBSERVABLE EVIDENCE ON PARCELS OF SITE USE AS A SOLID WASTE DUMP, PUMP OR SANITARY LANDFILL... 20(a). NO OBSERVABLE EVIDENCE OF IMPROVEMENTS WITHIN ANY OFFSITE EASEMENTS OR SERVICUTES...

GENERAL NOTES:

- 1. ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED... 2. BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83)... 3. THE COMBINED STATE PLANE COORDINATED-SEA LEVEL REDUCTION FACTOR IS 1.0001164... 4. THE PROPERTY IDENTIFICATION NUMBERS FOR THE PROPERTY PLATTED HEREON ARE: PARCEL 12 031-00-00-015, PARCEL 13 031-00-00-016 AND PARCEL 1223 AC. 039-00-01-019... 5. ALL WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES... 6. ONLY ABOVEGROUND, READILY VISIBLE UTILITIES AND STRUCTURES WERE LOCATED FOR THIS SURVEY... 7. EARTH ROADS SHOWN WERE DERIVED FROM AERIAL PHOTOGRAPHY... 8. ANYTHING SHOWN OUTSIDE THE BOUNDARIES OF THE PARTICULAR PARCELS PLATTED ARE FOR ILLUSTRATIVE PURPOSES ONLY... 9. BORROW PIT LOCATIONS SHOWN LOCATED USING GPS TECHNOLOGY... 10. THE TITLE COMMITMENT WAS FURNISHED BY "COMMONWEALTH LAND TITLE INSURANCE COMPANY", FILE NO. 099998-032A-15SFR, COMMITMENT EFFECTIVE DATE: JULY 29, 2015 AT 8:00 A.M... 11. WITH REGARDS TO ALL PRIVATE/EARTH ROADS, "THOMAS & HUTTON IS NOT AWARE OF AN EASEMENT OR RECORDED RIGHT-OF-WAY WITH RESPECT TO THESE ROADS"... 12. CONFIRMATION OF SUCH PRIVATE/EARTH ROADS CAN BE REFERENCED FROM A LETTER TITLED "PUBLIC/PRIVATE ROADWAYS" DATED: JANUARY 11, 2008 FROM THE CITY OF HARDEEVILLE TO MR. GARY WISGON, VICE-PRESIDENT OF DEVELOPMENT, REED DEVELOPMENT, INC... 13. PER A CULTURAL RESOURCE SURVEY PERFORMED BY BROCKINGTON AND ASSOCIATES IN JUNE 2009 AND A SITE VISIT BY U.S. FISH & WILDLIFE PERSONNEL IN 2008, NO VISIBLE EVIDENCE OF A CEMETERY WAS FOUND AT THIS LOCATION... 14. THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION OF PARCEL 12 OR PARCEL 13.



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ALTA/ACSM CERTIFICATION

TO: SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS...

WRIGHT C. POWERS, JR. LICENSE NO. 19895 SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR

ALTA/ACSM LAND TITLE SURVEY

PHASE 1 AND PHASE 2 BEING A PORTION OF PARCEL 12, PARCEL 13 AND A 1.623 ACRE PARCEL THE HARDEEVILLE TRACT

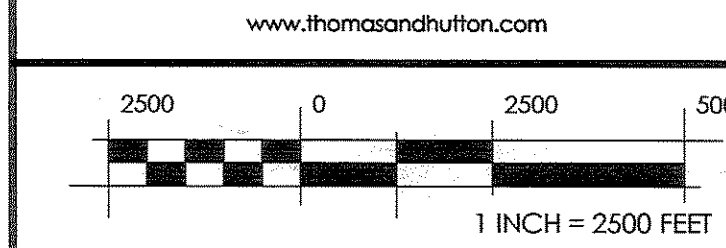
CITY OF HARDEEVILLE JASPER COUNTY SOUTH CAROLINA

prepared for SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS

Table with 3 columns: No., Revision, By, Date. Shows revision history.



50 Park of Commerce Way PO Box 2727 Savannah, GA 31402-2727 p 912.234.5300 f 912.234.2950



plat 8-21-15 drawn LPO reviewed WCP field JUNE 25,2015 crew BJ



CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	11580.23'	109.44'	N 16°21'01" E	109.44'	0°33'04"
C2	11540.23'	805.66'	S 14°37'42" W	805.50'	4°00'00"
C3	11539.61'	654.56'	S 17°00'12" W	654.48'	3°15'00"
C4	11581.34'	99.35'	S 57°02'58" E	99.34'	0°30'00"
C5	6654.58'	199.30'	S 55°42'01" E	199.29'	2°01'00"
C6	5679.58'	2539.57'	S 41°52'51" E	2538.47'	25°37'09"
C7	11409.73'	99.60'	S 28°44'14" E	99.60'	0°30'01"
C8	11580.23'	460.28'	N 13°20'06" E	460.24'	2°19'02"
C9	11580.23'	104.56'	S 15°49'51" W	104.56'	0°31'35"

LINE	BEARING	LENGTH
L1	S 58°36'37" E	364.47'
L2	S 65°03'41" E	325.46'
L3	S 83°56'42" E	42.96'
L4	S 44°00'24" E	9.19'
L5	S 59°17'59" E	2.38'
L6	S 62°12'23" E	82.57'
L7	S 68°10'40" E	110.0'
L8	S 76°24'24" E	242.93'
L9	S 48°15'52" E	375.24'
L10	N 68°37'51" E	174.19'
L11	S 32°47'23" W	25.00'
L12	S 47°12'37" E	499.10'
L13	N 35°18'35" E	25.00'
L14	S 67°29'46" W	264.31'
L15	S 06°47'16" E	144.72'
L16	S 05°53'31" E	164.85'
L17	S 84°12'22" W	267.49'
L18	N 02°58'21" W	163.59'
L19	S 88°50'00" W	40.97'
L20	S 02°57'49" E	233.84'

- LEGEND**
- MEANDER POINT (NO MONUMENT)
  - CONCRETE MONUMENT (FOUND)
  - CONCRETE MONUMENT (SET)
  - IRON PIPE (FOUND)
  - IRON PIPE (SET)
  - IRON REBAR (FOUND)
  - IRON REBAR (SET)
  - FIRE HYDRANT
  - FLOOD LIGHT
  - GRATE INLET
  - IRRIGATION CONTROL VALVE
  - POST
  - POWER POLE
  - STORM DRAINAGE MANHOLE
  - SIGN
  - SANITARY MANHOLE
  - TELEPHONE BOX
  - WELL
  - WATER METER
  - WATER VALVE
  - CURB INLET MANHOLE
  - EXCEPTION REFERENCE
  - FENCE
  - EARTH ROAD (TYPICAL)
  - WETLANDS
  - WETLAND BUFFER
  - BORROW PIT

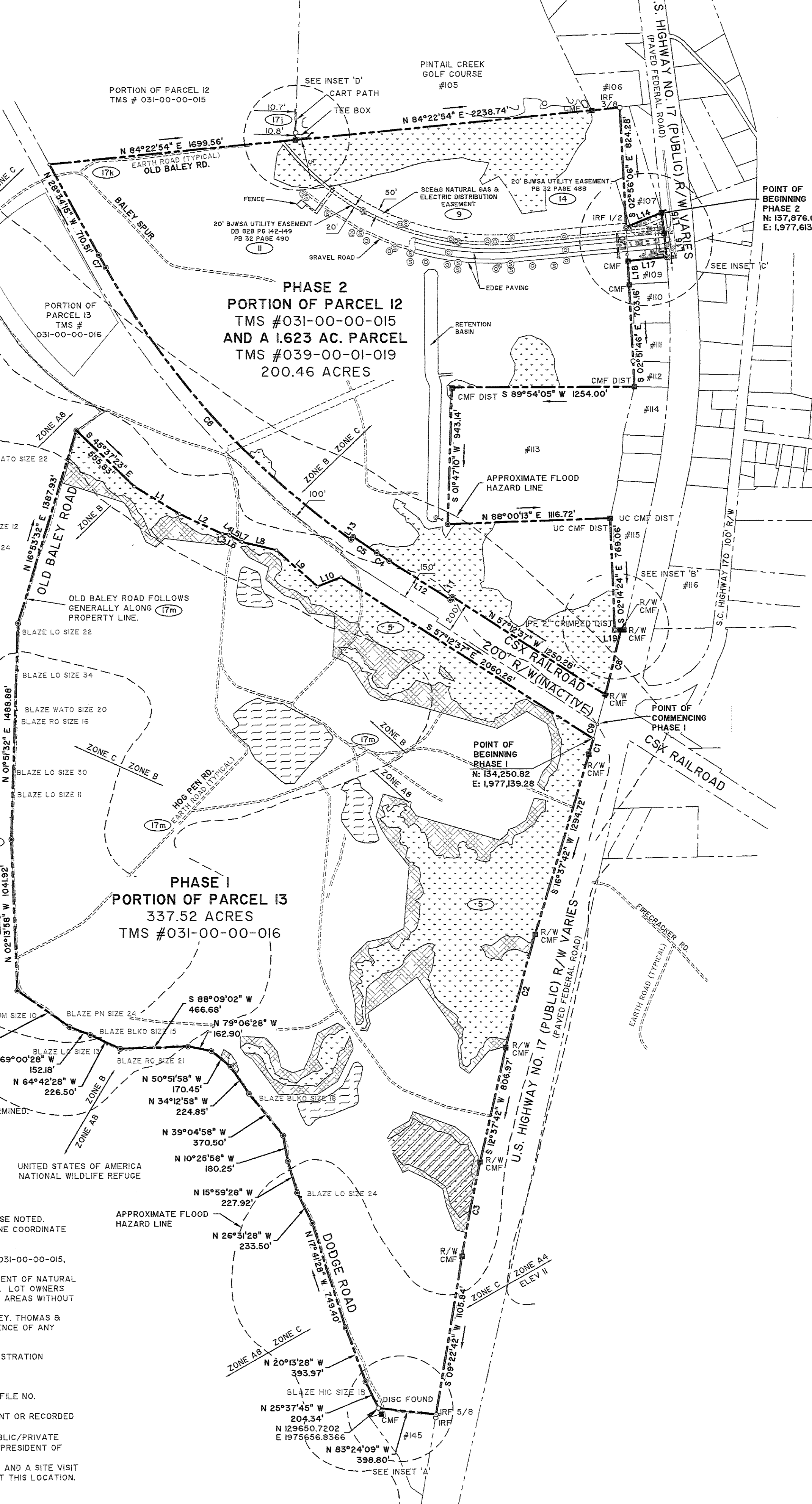
**FLOOD NOTE:**  
 ACCORDING TO F.I.R.M. NO. 45012 PANEL NO. 0175"D" REVISION SEPTEMBER 29, 1986. A PORTION OF THESE PARCELS FALL WITH A FLOOD HAZARD AREA.

**ZONE EXPLANATION OF ZONE DESIGNATIONS**

A AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.  
 B AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVES FROM THE BASE FLOOD.  
 AI-A30 AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.  
 C AREAS OF MINIMAL FLOODING.

**GENERAL NOTES:**

- ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED.
- BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83).
- THE COMBINED STATE PLANE COORDINATED-SEA LEVEL REDUCTION FACTOR IS 1.0001164.
- THE PROPERTY IDENTIFICATION NUMBERS FOR THE PROPERTY PLATTED HEREON ARE: PARCEL 12 031-00-00-015, PARCEL 13 031-00-00-016 AND PARCEL 1.623 AC. 039-00-01-019.
- ALL WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES (SAC-2008-02176, LETTER DATED 2-5-13) & (SAC-2013-01004, LETTER DATED 11-21-13). LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL.
- ONLY ABOVEGROUND, READILY VISIBLE UTILITIES AND STRUCTURES WERE LOCATED FOR THIS SURVEY. THOMAS & HUTTON ENGINEERING CO. MAKES NO GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF ANY BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
- EARTH ROADS SHOWN WERE DERIVED FROM AERIAL PHOTOGRAPHY.
- ANYTHING SHOWN OUTSIDE THE BOUNDARIES OF THE PARTICULAR PARCELS PLATTED ARE FOR ILLUSTRATION PURPOSES ONLY.
- LEGAL DESCRIPTIONS FOR ALL PARCELS CAN BE FOUND ON SHEET 2.
- BORROW PIT LOCATIONS SHOWN LOCATED USING GPS TECHNOLOGY.
- THE TITLE COMMITMENT WAS FURNISHED BY "COMMONWEALTH LAND TITLE INSURANCE COMPANY", FILE NO. 199998-00132A-15FR, COMMITMENT EFFECTIVE DATE: JULY 29, 2015 AT 8:00 A.M.
- WITH REGARDS TO ALL PRIVATE/EARTH ROADS, "THOMAS & HUTTON IS NOT AWARE OF AN EASEMENT OR RECORDED RIGHT-OF-WAY WITH RESPECT TO THESE ROADS."
- CONFIRMATION OF SUCH PRIVATE/EARTH ROADS CAN BE REFERENCED FROM A LETTER TITLED "PUBLIC/PRIVATE ROADWAYS" DATED: JANUARY 11, 2008 FROM THE CITY OF HARDEEVILLE TO MR. GARY WIGGIN, VICE-PRESIDENT OF DEVELOPMENT, REED DEVELOPMENT, INC.
- PER A CULTURAL RESOURCE SURVEY PERFORMED BY BROCKINGTON AND ASSOCIATES IN JUNE 2009 AND A SITE VISIT BY U.S. FISH & WILDLIFE PERSONNEL IN 2008, NO VISIBLE EVIDENCE OF A CEMETERY WAS FOUND AT THIS LOCATION.
- THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION OF PARCEL 12 OR PARCEL 13.

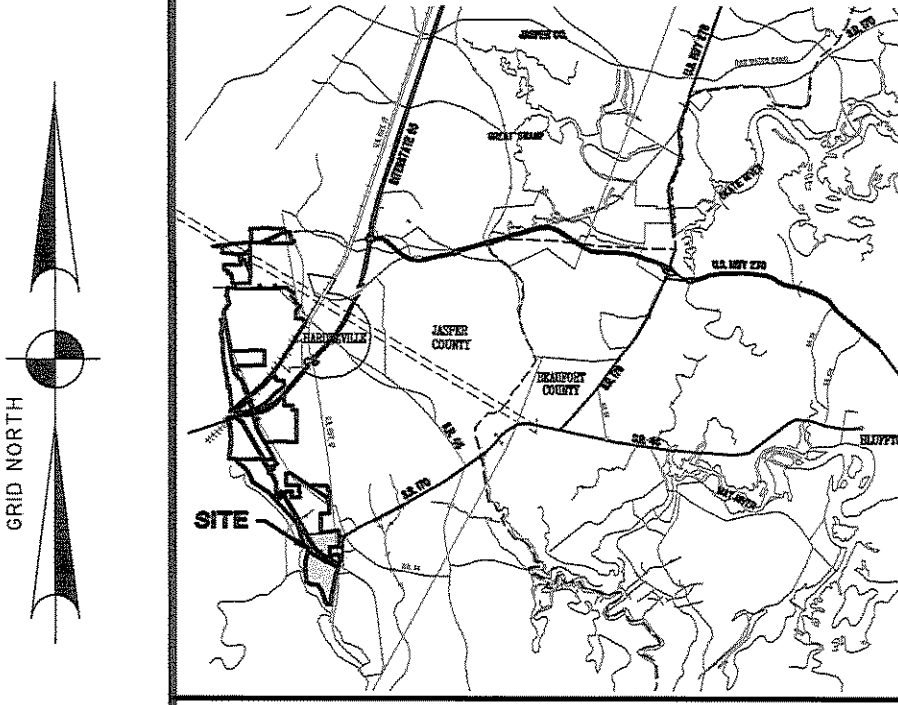
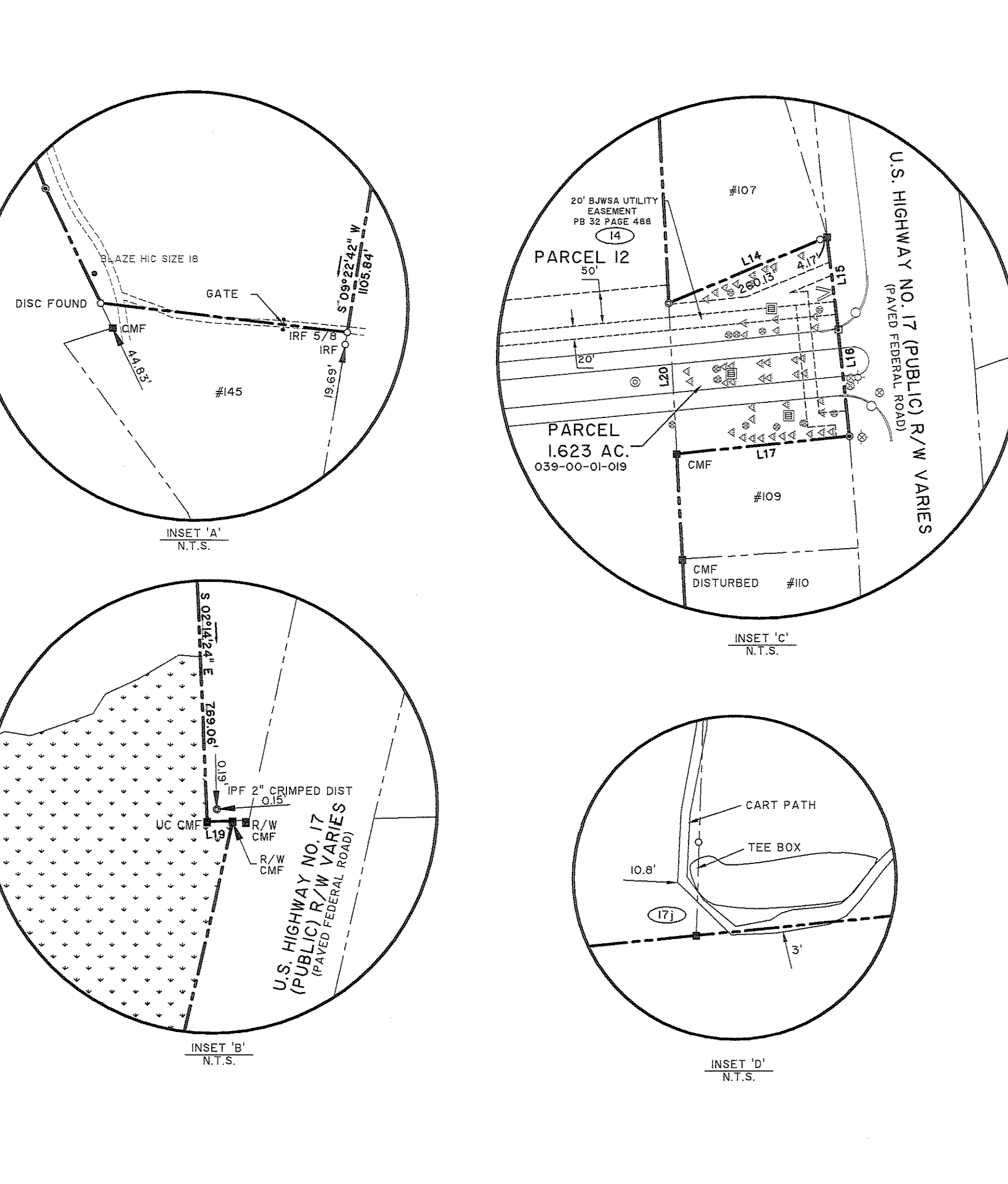


**PHASE 1 PROPERTY DESCRIPTION**

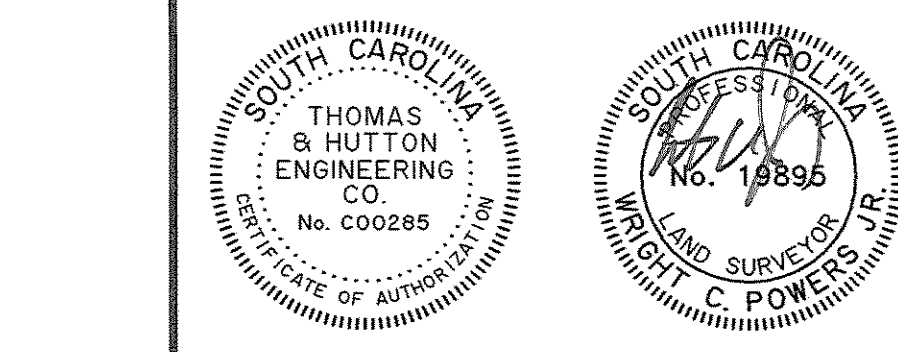
COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF CSX RAILROAD 200' RIGHT OF WAY (INACTIVE) AND THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 17; THENCE ALONG SAID ROAD RIGHT OF WAY; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 104.56 FEET, A RADIUS OF 11580.23 FEET, A CHORD LENGTH OF 104.56 FEET, AND A CHORD BEARING S 15°49'51" W TO THE POINT OF BEGINNING; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 109.44 FEET, A RADIUS OF 11540.23 FEET, A CHORD LENGTH OF 109.44 FEET, AND A CHORD BEARING S 17°00'12" W TO A CONCRETE MONUMENT FOUND; THENCE S 12°37'42" W A DISTANCE OF 806.97 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 654.56 FEET, A RADIUS OF 11539.61 FEET, A CHORD LENGTH OF 654.48 FEET, AND A CHORD BEARING S 17°00'12" W TO A CONCRETE MONUMENT FOUND; THENCE S 09°22'42" W A DISTANCE OF 105.84 FEET TO A 5/8" IRON REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY THENCE N 8°24'24" W A DISTANCE OF 388.80 FEET TO A DISTANCE OF 388.80 FEET AND BEING THE PROPERTY ALONG THE UNITED STATES OF AMERICA NATIONAL WILDLIFE REFUGE; THENCE NORTHERLY ALONG SAID PROPERTY N 25°37'45" W A DISTANCE OF 204.34 FEET TO AN IRON PIPE FOUND; THENCE N 20°13'28" W A DISTANCE OF 393.97 FEET TO AN IRON PIPE FOUND; THENCE N 17°41'28" W A DISTANCE OF 749.40 FEET TO AN IRON PIPE FOUND; THENCE N 28°37'28" W A DISTANCE OF 233.40 FEET TO AN IRON PIPE FOUND; THENCE N 18°59'28" W A DISTANCE OF 227.92 FEET TO AN IRON PIPE FOUND; THENCE N 10°25'58" W A DISTANCE OF 180.25 FEET TO AN IRON PIPE FOUND; THENCE N 39°04'58" W A DISTANCE OF 370.50 FEET TO AN IRON PIPE FOUND; THENCE N 34°12'58" W A DISTANCE OF 224.85 FEET TO AN IRON PIPE FOUND; THENCE N 50°51'58" W A DISTANCE OF 170.45 FEET TO AN IRON PIPE FOUND; THENCE N 70°02'28" W A DISTANCE OF 162.90 FEET TO AN IRON PIPE FOUND; THENCE S 88°09'02" W A DISTANCE OF 466.68 FEET TO AN IRON PIPE FOUND; THENCE N 64°42'28" W A DISTANCE OF 226.50 FEET TO AN IRON PIPE FOUND; THENCE N 69°02'28" W A DISTANCE OF 152.18 FEET TO AN IRON PIPE FOUND; THENCE N 55°00'58" W A DISTANCE OF 458.65 FEET TO AN IRON PIPE FOUND; THENCE N 02°15'58" W A DISTANCE OF 1041.92 FEET TO AN IRON PIPE FOUND; THENCE N 01°51'32" E A DISTANCE OF 1488.88 FEET TO AN IRON PIPE FOUND; THENCE N 18°53'32" E A DISTANCE OF 1587.93 FEET TO AN IRON PIPE FOUND; THENCE LEAVING SAID PROPERTY S 45°37'23" E A DISTANCE OF 555.83 FEET TO A POINT; THENCE S 58°36'37" E A DISTANCE OF 364.47 FEET TO A POINT; THENCE S 65°03'41" E A DISTANCE OF 325.46 FEET TO A POINT; THENCE S 83°56'42" E A DISTANCE OF 42.96 FEET TO A POINT; THENCE S 44°00'24" E A DISTANCE OF 9.19 FEET TO A POINT; THENCE S 59°17'59" E A DISTANCE OF 2.38 FEET TO A POINT; THENCE S 62°12'23" E A DISTANCE OF 82.57 FEET TO A POINT; THENCE S 68°10'40" E A DISTANCE OF 110.0 FEET TO A POINT; THENCE S 76°24'24" E A DISTANCE OF 242.93 FEET TO A POINT; THENCE S 48°15'52" E A DISTANCE OF 375.24 FEET TO A POINT; THENCE N 68°37'51" E A DISTANCE OF 174.19 FEET TO A POINT; THENCE S 32°47'23" W A DISTANCE OF 25.00 FEET TO A POINT; THENCE S 47°12'37" E A DISTANCE OF 499.10 FEET TO A POINT; THENCE N 35°18'35" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE S 67°29'46" W A DISTANCE OF 264.31 FEET TO A POINT; THENCE S 06°47'16" E A DISTANCE OF 144.72 FEET TO A POINT; THENCE S 05°53'31" E A DISTANCE OF 164.85 FEET TO A POINT; THENCE S 84°12'22" W A DISTANCE OF 267.49 FEET TO A POINT; THENCE N 02°58'21" W A DISTANCE OF 163.59 FEET TO A POINT; THENCE S 88°50'00" W A DISTANCE OF 40.97 FEET TO A POINT; THENCE S 02°57'49" E A DISTANCE OF 233.84 FEET TO SAID POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 337.52 ACRES.

**PHASE 2 PROPERTY DESCRIPTION**

BEGINNING AT A CONCRETE MONUMENT ON THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 170; THENCE ALONG SAID RIGHT OF WAY S 06°47'16" E A DISTANCE OF 144.72 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 05°53'31" E A DISTANCE OF 164.85 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 84°12'22" W A DISTANCE OF 267.49 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 02°58'21" W A DISTANCE OF 163.59 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 02°51'46" E A DISTANCE OF 703.16 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 88°54'05" W A DISTANCE OF 1254.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 04°17'00" W A DISTANCE OF 943.14 FEET TO AN IRON PIPE FOUND; THENCE N 88°00'13" E A DISTANCE OF 116.72 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 02°14'24" E A DISTANCE OF 769.06 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 88°50'00" E A DISTANCE OF 40.97 FEET TO A CONCRETE MONUMENT FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 460.28 FEET, A RADIUS OF 11580.23 FEET, A CHORD LENGTH OF 460.24 FEET, AND A CHORD BEARING S 13°20'06" W TO A CONCRETE MONUMENT FOUND ON THE NORTHERLY RIGHT OF WAY OF CSX RAILROAD 200' RIGHT OF WAY (INACTIVE) THENCE LEAVING SAID ROAD RIGHT OF WAY AND ALONG SAID CSX RIGHT OF WAY N 57°12'57" W A DISTANCE OF 1250.28 FEET TO AN IRON PIPE FOUND; THENCE S 32°47'23" W A DISTANCE OF 25.00 FEET TO AN IRON PIPE FOUND; THENCE N 71°12'37" W A DISTANCE OF 498.15 FEET TO AN IRON PIPE FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 99.35 FEET, A RADIUS OF 11581.34 FEET, A CHORD LENGTH OF 99.34 FEET, AND A CHORD BEARING N 57°02'58" W TO AN IRON PIPE FOUND; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 199.30 FEET, A RADIUS OF 5654.58 FEET, A CHORD LENGTH OF 199.29 FEET, AND A CHORD BEARING N 55°42'01" W TO AN IRON PIPE FOUND; THENCE S 35°18'35" W A DISTANCE OF 25.00 FEET TO AN IRON PIPE FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 2539.57 FEET, A RADIUS OF 5679.58 FEET, A CHORD LENGTH OF 2538.47 FEET, AND A CHORD BEARING N 41°52'51" W TO AN IRON PIPE FOUND; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 99.60 FEET, A RADIUS OF 11409.73 FEET, A CHORD LENGTH OF 99.60 FEET, AND A CHORD BEARING N 28°44'14" W; TO AN IRON PIPE FOUND; THENCE N 28°37'28" W A DISTANCE OF 710.51 FEET TO A POINT; THENCE LEAVING CSX RIGHT OF WAY N 84°22'54" E A DISTANCE OF 1699.56 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 84°22'54" E A DISTANCE OF 2238.74 FEET TO A 3/8" IRON REBAR FOUND; THENCE S 02°56'06" E A DISTANCE OF 624.28 FEET TO AN IRON PIPE FOUND; THENCE N 67°29'46" E A DISTANCE OF 264.31 FEET TO SAID POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 200.46 ACRES.



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**ALTA/ACSM CERTIFICATION**  
 TO: SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2001 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 6, 10a, 13, 14, 16, 17, 18, 19 & 20a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 25, 2015.

*Wright C. Powers, Jr.*  
 WRIGHT C. POWERS, JR. LICENSE NO. 19895  
 SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR

**ALTA/ACSM LAND TITLE SURVEY**

**PHASE 1 AND PHASE 2 BEING A PORTION OF PARCEL 12, PARCEL 13 AND A 1.623 ACRE PARCEL THE HARDEEVILLE TRACT**

CITY OF HARDEEVILLE  
 JASPER COUNTY SOUTH CAROLINA

prepared for  
 SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS

No.	Revision	By	Date

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## AN ORDINANCE

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

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

**Section 1.** The County Council of Beaufort County, South Carolina (the “*County Council*”), the governing body of Beaufort County, South Carolina (the “*County*”), hereby finds and determines:

(a) The Fripp Island Public Service District, South Carolina (the “*District*”) is a special purpose district established pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended (“*Act No. 1042*”).

(b) The corporate powers and duties of the District are performed by the Fripp Island Public Service District Commission (the “*Commission*”), and as such, the Commission is the governing body of the District.

(c) Act No. 1042 committed to the District various duties and responsibilities, and is authorized, *inter alia*, to (i) acquire, purchase, hold, use, lease, mortgage, sell, transfer and dispose of any property, real, personal, or mixed, or any interest therein, (ii) construct and maintain roads, and (iii) do all other acts and things necessary or convenient to carry out any function or power committed or granted to the District.

(d) The District has determined that it is currently in need of funds to undertake the improving, equipping, repairing and reconstruction of the Fripp Inlet bridge (the “*Bridge*”), which serves as the sole road link between the District and the State highway system leading to the mainland, and which Bridge is essential to the exercise of the powers granted to the District, and related infrastructure (the “*Project*”).

(e) In carrying out its functions and duties, the Commission has determined that a need exists at the present time to issue general obligation bonds (the “*Bonds*”) in order to defray: (A) the costs of the Project, and (B) the costs of issuance of the Bonds. The Commission estimates that the costs of designing, planning, acquiring, engineering, constructing, improving and equipping of the Project, and the cost of issuance of the Bonds, will not exceed \$5,300,000.

(f) The Commission, on behalf of the District, has submitted a petition to the County Council requesting authorization to issue the Bonds in order to finance the costs of the Project and the costs of issuance thereof.

(g) Pursuant to Title 6, Chapter 11, Article 5, of the Code of Laws of South Carolina 1976, as amended (the “**Enabling Act**”), the County Council is empowered to authorize the Commission to issue bonds of the District, the proceeds of which are to be used in furtherance of any power of the District.

(h) Responsive to the petition of the Commission, the County Council adopted a resolution calling for a public hearing on the question of the issuance of the Bonds be held in County Council Chambers, Administration Building, Government Center, 100 Ribaut Road, Beaufort, SC 29902, on the 24th day of September, 2018 at 6:30 p.m., and notice of such hearing has been duly published once a week for three successive weeks in The Beaufort Gazette, a newspaper of general circulation in the County. Such public hearing was held by the County Council on September 24, 2018, on the question of the issuance of the Bonds, where both proponents and opponents were given the opportunity to be heard.

(i) Following the September 24, 2018 public hearing, the County Council has determined to condition the issuance of the Bonds upon the result of a special election to be held in the District on the question of the issuance of the Bonds (the “**Bond Referendum**”). Such Bond Referendum shall be conducted pursuant to Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, as required by the Enabling Act.

(j) Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”), provides that the General Assembly may, by general law, prescribe that general obligation debt may be incurred by the governing body of any special purpose district for any of its corporate purposes in an amount not exceeding eight percent of the assessed value of all taxable property of such district (the “**Bonded Debt Limit**”). The County Council, by separate resolution, dated the date hereof, has ordered the Bond Referendum be held, and specified other details of the Bond Referendum therein. Such Article further provides that if general obligation debt is authorized by a majority vote of the qualified electors of the special purpose district voting in a referendum authorized by law, there shall be no conditions or restrictions limiting the incurring of such indebtedness except as specified in such Article. Such Bonds, when and if issued pursuant to a successful Bond Referendum, would not be restricted by, or count toward, the Bonded Debt Limit, in accordance with the Constitution and laws of the State of South Carolina.

**Section 2.** Should the Bond Referendum result favorably to the issuance of the Bonds, and upon the filing of the declaration of the result of the Bond Referendum in the office of the Clerk of Court for Beaufort County, South Carolina, the District is hereby authorized to issue the Bonds. Upon such filing, the Commission, on behalf of the District, is authorized to cause the issuance of the Bonds at one time or from time to time, as it may determine, in an aggregate principal amount not to exceed \$5,300,000, for the purposes set forth in Section 1(e) hereof or, in the discretion of the District, general obligation bond anticipation notes (the “**BANS**”) in a principal amount of not exceeding \$5,300,000, pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (the “**BAN Act**”). The Bonds and the BANS shall be issued pursuant to a resolution of the Commission adopted in conformity with the terms and provisions of the Enabling Act and the BAN Act, respectively.



**Section 3.** For the payment of the principal and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually by the Auditor of Beaufort County and collected by the Treasurer of Beaufort County, in the same manner as County taxes are levied and collected, a tax without limit on all taxable property in the District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

**Section 4.** The Commission is authorized to do all things necessary or convenient in accordance with applicable law to effect the issuance of the Bonds or the BANS at such time as it deems necessary and in the interest of the District.

**Section 5.** All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

**Section 6.** This Ordinance shall forthwith be codified in the Code of the County Ordinances in the manner prescribed by law.

**Section 7.** This Ordinance shall become effective upon its enactment.

ENACTED THIS 24TH DAY OF SEPTEMBER 2018.

**COUNTY COUNCIL OF BEAUFORT COUNTY**

(SEAL)

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Interim County Administrator  
Beaufort County Attorney

ATTEST:

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

First Reading: August 27, 2018  
Second Reading:  
Public Hearing:  
Third Reading:

2018 /

TEXT AMENDMENT TO CHAPTER 4 (FUTURE LAND USE), APPENDIX 4G,  
DAUFUSKIE ISLAND PLAN OF THE BEAUFORT COUNTY COMPREHENSIVE PLAN  
TO REPLACE THE EXISTING DAUFUSKIE ISLAND PLAN WITH A NEW DAUFUSKIE  
ISLAND PLAN

BE IT ORDAINED, that County Council of Beaufort County, South Carolina, hereby amends the Comprhensive Plan of Beaufort County, South Carolina. The pages are attached hereto and incorporated herein.

Adopted this \_\_\_ day of \_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

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

ATTEST:

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

First Reading: August 27, 2018

Second Reading:

Public Hearing:

Third and Final Reading:



# THE DAUFUSKIE ISLAND PLAN

May, 2018





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In compliance with the South Carolina planning legislation, South Carolina statute 6-29-510(A) for local governments, the Daufuskie Island Comprehensive Plan was prepared through a collaborative and coordinated community effort. The Project Advisory Committee and members of the community participated in workshops, public meetings, and surveys throughout the process and devoted countless hours of effort in the development of the plan. This intensive level of effort by members of the community ensures that the plan aligns with the community's vision for the future.

This plan was also developed in full coordination with Beaufort County planning staff and has been developed to be consistent with the County planning process and existing Comprehensive Plan.

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DAUFUSKIE ISLAND COUNCIL  
RESOLUTION

A RESOLUTION TO ACCEPT AND TRANSMIT THE DAUFUSKIE ISLAND MASTER PLAN UPDATE AND THE DAUFUSKIE ISLAND PLAN CODE UPDATE

WHEREAS, the Daufuskie Island Council and the Daufuskie Island Council's Committee on the Daufuskie Island Plan and Code have completed the update to the existing Daufuskie Island Plan and Code; and

WHEREAS, the documents were prepared according to the requirements found in the South Carolina Local Government Comprehensive Planning Enabling Act and consistent with the Beaufort County Comprehensive Plan and Community Development Code; BE IT THEREFORE

RESOLVED, that the Daufuskie Island Council does accept and hereby transmit the updated Daufuskie Island Master Plan and Daufuskie Island Code to Beaufort County for review and adoption.

BY: Deborah Smith

Deborah Smith, Chairperson

DATE: May 15, 2018





*Chapter One:*  
**INTRODUCTION**

## CHAPTER 1: INTRODUCTION

A comprehensive plan is the guide that outlines the vision for the future of a community and includes the policies and tools for achieving that vision. South Carolina legislation requires the existence and periodic update of the comprehensive plan under South Carolina statute 6-29-510(A) for local governments. Although Daufuskie Island is not incorporated and is governed by Beaufort County, it is a significant and unique area, separated from the rest of the County by water. As such, it faces challenges, as well as opportunities, that are specific to the Island.

According to legislation, the comprehensive plan is required to include the following elements:

- Inventory of existing conditions
- Statement of needs and goals, including a vision statement that establishes the future desires of the community
- Implementation strategies

In addition to the elements identified above, the state planning legislation also identifies specific and relative community elements, including the requirement that the plan should be developed with broad-based community input and participation. The following elements are required to be included in the plan by statute 6-29-510(D).

- Population
  - Includes historical demographic data and characteristics and trends, which provides an understanding of the existing conditions and future potential of the area
- Economic Development
  - Includes historic data and characteristics regarding workforce, available employment and other relevant factors affecting the economy, such as tourism
- Natural Resources
  - Includes information on the environment and any unique assets or resources within the community
- Cultural Resources
  - Includes information on historic structures and other community features that relate to the cultural aspects of the community
- Community Facilities
  - Includes data and information on community infrastructure, assets and services
- Housing
  - Includes data and information of existing housing stock and characteristics

- Land Use
  - Includes considerations of the development characteristics and land use categories
- Transportation
  - Includes information regarding existing and planned multimodal transportation facilities and infrastructure
- Priority Investment
  - Includes the action plan for implementation of recommendations

The state legislation also requires the periodic update of the comprehensive plan. These updates may occur as often as needed for specific elements to address changing conditions, however a full evaluation of the comprehensive plan should occur every five years. With the South Carolina planning legislation having been in place for decades, there is a recognition and local planning is a critical element in meeting the interests of the State.

The foundation of the plan should be fact-based information that enables tracking of policy implementation within the community, as well as the creation of a stable environment for business and industry, property owners, and members of the community. The plan provides communities with the tools to implement focused economic development strategies and initiatives that ultimately support the local vision for the future as well as the state's role.

The minimum planning standards and procedures for comprehensive plans incorporate the existing conditions within the community, the identification of needs and goals, and implementation strategies that support communities in meeting their aspirational goals. The development of the existing Daufuskie Island Plan and Code began as a citizen-driven process in 2005 focused on Beaufort County's Community Preservation initiative. The planning effort encompassed numerous committee and community meetings and a charrette in 2007. The planning process culminated in the completion of the Plan and Code in 2009 and final adoption by Beaufort County in 2010. In light of length of time since the adoption and the changing economic and development conditions, the Daufuskie Island Council initiated a plan review and update.

This plan update was completed within the framework of the state planning requirements and in full coordination with Beaufort County. This approach was designed to ensure that the updated Daufuskie Island Plan is better aligned with the Beaufort County planning efforts and provides a springboard for implementation of the recommendations and strategies.

The Daufuskie Island Council undertook this plan update in 2017. A Council Subcommittee was formed to lead the update of the existing plan and included both elected members of the council, as well as members of the community. This Council Subcommittee served as the



Project Advisory Committee, or Steering Committee, for the update throughout the process and provided guidance and direction during the planning process. During the plan development, Daufuskie Island Council elections were held, which resulted in some changes in the committee membership. Members of the Council subcommittee for the plan update are found in Table 1.

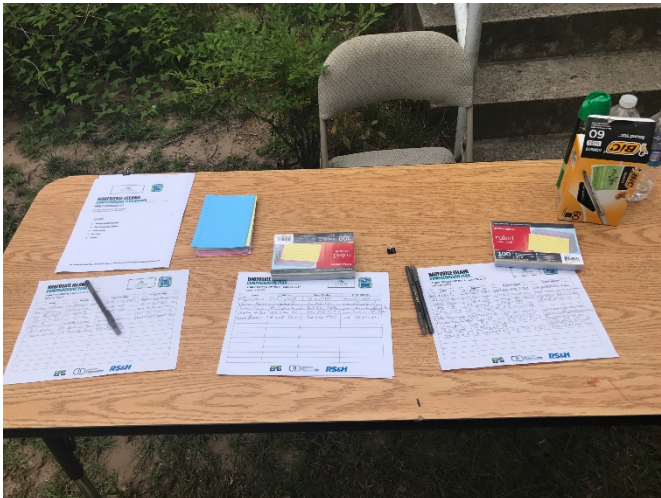
**TABLE 1. DAUFUSKIE ISLAND COUNCIL SUBCOMMITTEE/PLAN PROJECT ADVISORY COMMITTEE MEMBERS**

Deborah Smith, Committee Chair	Member, Daufuskie Island Council
Darnell Brawner / Erin Quinn	Member, Daufuskie Island Council
Sallie Ann Robinson	Member, Daufuskie Island Council
John Schartner	Member, Daufuskie Island Council
Leann Coulter	Community Member
Martha Hutton	Community Member
Andy Mason	Community Member
Geof Jenkins	Community Member





*Chapter Two:*  
**COMMUNITY  
PARTICIPATION**





## CHAPTER 2: COMMUNITY PARTICIPATION

Community engagement and participation is the foundation of the development of a community plan. The engagement process must be broad-based and inclusive, educational and informative, and provide numerous opportunities for citizen participation and feedback. This planning effort for the update of the Daufuskie plan included numerous opportunities for feedback, including community workshops, public meetings, community surveys, and individual input from citizens. The following describes the participation and input process for the plan development.

### Government Coordination

Because Daufuskie Island is not incorporated and ultimately governed by Beaufort County, the coordination with County planning staff throughout the planning process was critical. In addition, status updates were provided to the pertinent Beaufort County committees and planning commission.

#### May 11, 2017: Beaufort County Coordination Meeting

The project team and PAC chairperson met with the Beaufort County Planning staff to provide an overview of the planning process and plan update. This meeting ensured the coordination from the beginning of the update process with the County staff and also provided the County with the opportunity to provide feedback and input on the proposed plan update.

#### June 5, 2017: Beaufort County Planning Commission

The project team provided a presentation to the Beaufort County Planning Commission at the regularly scheduled meeting in June, 2017. This presentation provided the Planning Commission members with an introduction to the project team, the plan update process and the schedule. The Planning Commission is one of the County committees that will be responsible for reviewing the plan update and making a recommendation to the County Council for adoption.

#### June 19, 2017: Beaufort County Natural Resources Committee

The project team provided a presentation to the Beaufort County Natural Resources Committee at the regularly scheduled meeting in June, 2017. This presentation provided the Committee members with an introduction to the project team, the plan update process and the schedule. The Natural Resources Committee is one of the County committees that will be responsible for reviewing the plan update and making a recommendation to the County Council for adoption.



### February 5, 2018: Beaufort County Planning Commission

The project team provided a presentation on the status of the plan update to the Beaufort County Planning Commission. The presentation included an overview of the activities to date, and update on the project schedule and the remaining steps in the plan update. The meeting was originally scheduled for January, 2018, but the meeting was cancelled due to inclement weather.

### Additional Presentations

#### Daufuskie Island Council

The Daufuskie Island Council is the elected body that provides input to the County regarding Island issues, needs, and concerns. With the plan update initiative coming from the Council, the coordination and ongoing provision of project status and updates was also a critical element.

The Council holds its regular meetings on the third Tuesday of each month. Project team members or the Chair of the PAC provided updates regarding the development of the plan at each of these monthly meetings and were available to answer questions regarding the plan update.

#### Project Advisory Committee

The Daufuskie Island Council Subcommittee served as the Project Advisory Committee (PAC). This committee met regularly throughout the process to review detailed information and technical data and provided direction and guidance for moving the plan forward. The PAC meetings were open to the public and were typically very well attended by community members.

#### April 18, 2017:

This PAC meeting was focused on a review of the approach for the update of the plan and the designation of the Daufuskie Island Council Subcommittee as the Project Advisory Committee.

#### July 18, 2017:

This PAC meeting reviewed the results of the first public meeting held June 29, 2017. A review and summary of previous/existing plans, including the Conceptual Master Plan Charrette Report developed by Clemson Institute for Economic and Community Development, was completed and presented, as well as the draft vision statement, which was developed based on the results of the community workshop.



**August 19, 2017:**

At this meeting, the PAC reviewed the preliminary survey results, provided data and information on the identification of existing conditions, and background information and examples of character areas and development strategies

**November 27, 2017:**

This PAC meeting agenda included the presentation of the results from the community workshop held on October 2, 2017. This information included the draft character areas compiled from the workshop break-out groups, as well as the identified draft development strategies for each character area and the overall development strategies for the island.

**January 14, 2018:**

This meeting, originally scheduled for December, was postponed until January due to scheduling conflicts. This meeting included a final review of the character areas and development strategies and the results of the second community survey. The PAC also reviewed the zoning densities in the existing code.

**February 18, 2018:**

At this meeting, the PAC had the opportunity to review the highlights of the draft plan update and draft code update. The project team provided an overview and the draft plan posted online to provide the opportunity for a more in-depth review. The PAC also scheduled a timeframe for the next community workshop.

**March 18, 2018:**

At this meeting, the PAC reviewed the updated plan document. The project team provided documentation of how comments received were addressed. The draft of the updated Island Code was also presented for review, comment and feedback.

**May 7, 2018:**

At this meeting, the PAC reviewed the final draft of the plan and code. The project team provided documentation of how comments received were addressed. The PAC accepted the final drafts and recommended submittal to the Daufuskie Island Council for acceptance.

**Community Workshops**

The community workshops provided an interactive, open forum for participation and input from community members. These workshops were tailored to obtain input on specific areas of the plan and included break-out sessions and work group activities for participants. These meetings, held at Mary Fields School, each had approximately 25-35 participants.

### June 29, 2017: Community Workshop # 1

The first community workshop was held on June 29<sup>th</sup>. At this workshop, a presentation providing an overview of the comprehensive planning process and schedule and a more detailed overview of the Daufuskie Plan update was provided. The attendees were divided into breakout groups for a facilitated discussion on the issues facing the island, as well as community priorities. Attendees were provided with example vision statements from other bridgeless island communities and coastal communities. Results from the breakout groups were posted and attendees used “sticky dots” to identify their top priorities. The results of the workshop were tabulated and incorporated into the first community survey.

### October 2, 2017: Community Workshop # 2

The second community workshop was held on October 2<sup>nd</sup>. Originally scheduled for August 28<sup>th</sup>, the meeting was postponed due to inclement weather and high winds. At this workshop, a review of the survey results was provided, along with an overview of the existing conditions on the island. The attendees were also provided with an overview of character areas. Participants were divided into work groups, each with a map and markers. Group members identified character areas on the island, along with the defining characteristics of each identified area, as well as development strategies.

### April 16, 2018: Community Workshop # 3

The third community workshop was held April 16<sup>th</sup> at the Mary Fields School. At this workshop, the draft code was reviewed in detail, as well as the draft plan. Handouts were provided for participants as well as posters placed on the walls providing information. The posters remained up, as well as handouts available, at the Daufuskie Island Council meeting held the following evening. Comments were accepted on both the plan and the code and the comment period was held through April 27<sup>th</sup>.

## Surveys

In order to be as inclusive as possible, two community surveys were developed and hosted both on-line and hard copy versions. These surveys included information and ideas generated from the workshops and provided community members who were unable to attend the meetings the opportunity to provide feedback, as well as those who did attend the opportunity to provide additional input.

### Survey # 1

The first survey was developed based on the results from the community workshop held on June 29, 2017. This survey, using the online survey tool, SurveyMonkey® was developed to obtain additional feedback from the community. The survey requested the following information from the respondent:



- demographic information
- island residential status
- ranking of the priorities identified for the island
- community characteristics
- top three favorite things about living on Daufuskie Island
- agreement/disagreement with the draft Island Vision

The survey was open from July 25, 2017 through August 24, 2017. Although the survey was not restricted to one response per device due to the potential for one computer serving a household with several users, the IP addresses were scanned at the completion of the survey. The scan showed there were no anomalies in the responses from each IP address. The largest multiple responses from one computer resulted from the hard copy surveys being incorporated by the project team into the online survey.

There were 368 total respondents which included both online and paper copy responses. The key findings of the survey were a focus on community character and the preservation of that character through compatibility of growth and a sustainable economy. The results also focused on the preservation of community assets, including environmental/natural resources. The top three things that respondents identified as their favorite things about Daufuskie were:

- geographic location/no bridge
- quietness
- slower pace of life.

The vast majority of respondents (89%) agreed with the draft vision statement, which is found in Chapter 3.

### *Survey # 2*

The second survey was an online survey that resulted from the character areas, development strategies and zoning densities presented at the PAC meeting on November 27, 2017. This detailed material required a more in-depth review and the survey was designed to facilitate feedback on the character areas, development strategies and existing zoning and allowable densities,

The second survey was open for approximately two weeks, from December 1<sup>st</sup> through December 12<sup>th</sup>. There were 33 respondents to this survey; while a much lower response rate than the first survey, the response rate was approximately 10%. The survey results were presented to the PAC at their meeting on January 14, 2018. The survey results showed a significant majority of the respondents agreed with each of the character areas, development strategies and densities.



The results from both surveys are found in the Appendix.

### **Additional Input**

In addition to the formal opportunities for input and feedback, the project team was provided community input on an individual basis, primarily by island property owners and residents who were unable to make the community meetings. A supplemental public meeting was held on the weekend of December 9- 10, 2017 to provide an additional opportunity for informing the members of the public, including those unable to attend either PAC meetings or the community workshops. The information provided at this meeting included the presentation provided at the PAC meeting on November 27<sup>th</sup> and at the Daufuskie Island Council meeting on December 28<sup>th</sup>. In addition, maps and materials were posted on the bulletin board at Mary Fields School, along with project team and PAC member contact information.

All meetings and input opportunities were advertised on the Daufuskie Island Council website, on NextDoor Daufuskie, and with flyers posted in strategic areas of the island. All related presentations and meeting materials have been posted on the Daufuskie Island Council website and are found in the Appendix.







*Chapter Three:*  
***VISION AND GOALS***

## CHAPTER 3: VISION AND GOALS

One of the most critical steps in the development of a plan is the identification of the community's vision for the future. This vision provides the framework for the plan and is based on community input obtained early in the planning process.

### Plan Review

At the first community workshop held on June 29, 2017, a review of the visions contained in existing plans that are pertinent to Daufuskie Island was presented. This information was designed to help the community understand the focus. These plans and visions included the following.

### Beaufort County Comprehensive Plan

The overall vision for the Beaufort County Comprehensive Plan is:

*"Promote safe and healthy communities that preserve and build on the County's unique sense of place; and promote sustainable economic opportunities that allow all County residents to thrive and prosper."*

The Beaufort County Plan also included eight vision statements:

- *Preserve the natural beauty*
- *Create new industries and jobs for a strong economy*
- *Build better roads and encourage two-wheeled and two-footed travel*
- *Preserve the rich cultural heritage*
- *Permit development while maintaining sense of place*
- *Create parks and conserve open spaces*
- *Ensure affordable housing for all residents*
- *Provide public services without breaking the bank*

### Tourism Product Development Concept for the Lowcountry Region Strategy and Plan

The Tourism Product Development Concept for the Lowcountry Region, developed by the South Carolina Parks, Recreation and Tourism Department included a specific focus on Daufuskie Island. The elements identified as important considerations include:

*"Even by the extremely high standards of the Lowcountry, Daufuskie Island represents a unique asset. As an ecotourism destination, further large scale real estate development should be prohibited, and strict zoning controls placed on the development of new structures. Sustainable energy and transport options and recycling for the Island should be developed, and unsealed roadways left in their present condition. Consideration should be given to the designation of an historic area in order to identify and preserve a zone where examples of the Island's unique architecture may be relocated and preserved."*

**Daufuskie Island Plan**

The current Daufuskie Island Plan does not contain an overarching vision statement. However, there are identified goals for specific elements summarized in Table 2.

**TABLE 2. DAUFUSKIE ISLAND PLAN ELEMENTS**

Development Patterns
<ul style="list-style-type: none"> <li>• Preserve land</li> <li>• Promote traditional development patterns</li> </ul>
Ferry Service
<ul style="list-style-type: none"> <li>• Improve service</li> <li>• Establish intense development around ferry embarkation sites</li> </ul>
Island Transportation
<ul style="list-style-type: none"> <li>• Improve transportation in a contextual manner</li> </ul>
Tourism and Wayfinding
<ul style="list-style-type: none"> <li>• Improve wayfinding infrastructure</li> <li>• Cross-promote tourism interests</li> </ul>
Housing
<ul style="list-style-type: none"> <li>• Increase opportunities for obtainable housing</li> </ul>
Historic Resources
<ul style="list-style-type: none"> <li>• Heighten historic preservation</li> <li>• Heighten land conservation efforts</li> </ul>
Civic Sites
<ul style="list-style-type: none"> <li>• Create small gathering spaces</li> <li>• Create significant civic spaces</li> </ul>
Economy
<ul style="list-style-type: none"> <li>• Expand the economy</li> <li>• Promote additional means of economic control and oversight</li> </ul>
Sustainability
<ul style="list-style-type: none"> <li>• Establish sustainable benchmarks and targets</li> </ul>

**Daufuskie Island Conceptual Master Plan Charrette Report**

This report, developed by the Clemson Institute for Economic and Community Development included the identification of focused development recommendations and a Daufuskie Island Covenant. These recommendations and covenant were developed in recognition of the uniqueness of Daufuskie Island.

*Development Recommendations:*

- Maintain Haig Point Road as currently configured, with parallel path for walking, bicycles and golf carts



- Protection of neighborhoods outside of the resort plantations and emphasizing Daufuskie style of land use/architecture
- Mixed use district at south end of the island at county dock area
- New public landing in the island center (Melrose/Freeport area) to become main portal
- Updated zoning categories allowing small retail/businesses particularly in the center portal and southern portal areas

*Daufuskie Island Covenant:*

*We, the people of Daufuskie Island, promise*

To preserve our traditional island way of life while preparing our community for a prosperous future by guiding responsible growth in a way that allows our community values to remain constant.

*Furthermore, we dedicate ourselves*

- To making decisions that respect and preserve our natural resources;
- To enhancing and protecting our cultural and historic resources;
- To lead in the practices of civic engagement, environmental conservation, economic diversity, and sustainable development;
- To giving all generations opportunities to improve their quality of life,
- To preserve our island values while welcoming newcomers and new opportunities with open arms.

*Therefore, in order to cultivate a more livable community, we hereby pledge from this day forward to support these endeavors by:*

*Participating in creative dialogue, listening with open minds, and giving our time, talent, and resources as necessary.*

*Finally, as stewards of our own future, striving to be citizens in the truest sense of the word, existing on an island with no bridges connecting us elsewhere, we dedicate ourselves*

- *To being connected*
- *To each other,*
- *To our children,*
- *To our elders,*
- *To our collective memory,*
- *To our environment,*
- *To our economy,*
- *To our island,*

*Now and forevermore.*

In addition to the review of the existing plans relating to Daufuskie Island, the meeting participants were provided with example local government vision statements from coastal communities throughout the southeast, as well as from bridge-less island communities throughout the country. These vision statements provided background for the meeting participants as they worked to develop elements of the vision statement and priorities for the island.

The results of the workshop were compiled into a draft vision statement, which was included in the first survey. Eighty-nine percent of the 368 survey respondents agreed with the vision statement. Based on feedback and comments, the Project Advisory Committee finalized the vision statement.

### Daufuskie Island Vision

*"Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and secluded island lifestyle. While recognizing property owners' rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island's natural beauty."*

### Goals and Priorities

Workshop participants were also asked to identify and prioritize aspects of the community considered crucial to preserve, maintain and enhance for the future of the Island. The results from the workshop were incorporated into the first survey in order to obtain additional and more broad-based feedback on establishing the goals and priorities of the Island.

The primary priority and focus centered around the preservation of the existing character of the community and slower, more rural pace of life enjoyed by residents. The following were identified as overall goals and priorities, which together with the vision, form the framework for the development of the plan and the action steps needed to achieve the vision, goals and priorities.

- Preservation of community character
- Balance growth and development with the existing community character
- Promote a sustainable economy compatible with existing community character
- Preserve and enhance community assets, including the natural beauty of the island
- Promote environmental stewardship
- Preserve the island history and culture, including a focus on the native Gullah heritage



The major contributors to the island community character were identified as:

- Natural beauty and coastal environment
- Lack of large commercial/retail developments
- Quietness
- Slower pace of life
- Rustic/rural character
- Community involvement/sense of community
- Geographic location/lack of a bridge







*Chapter Four:*  
***EXISTING CONDITIONS***

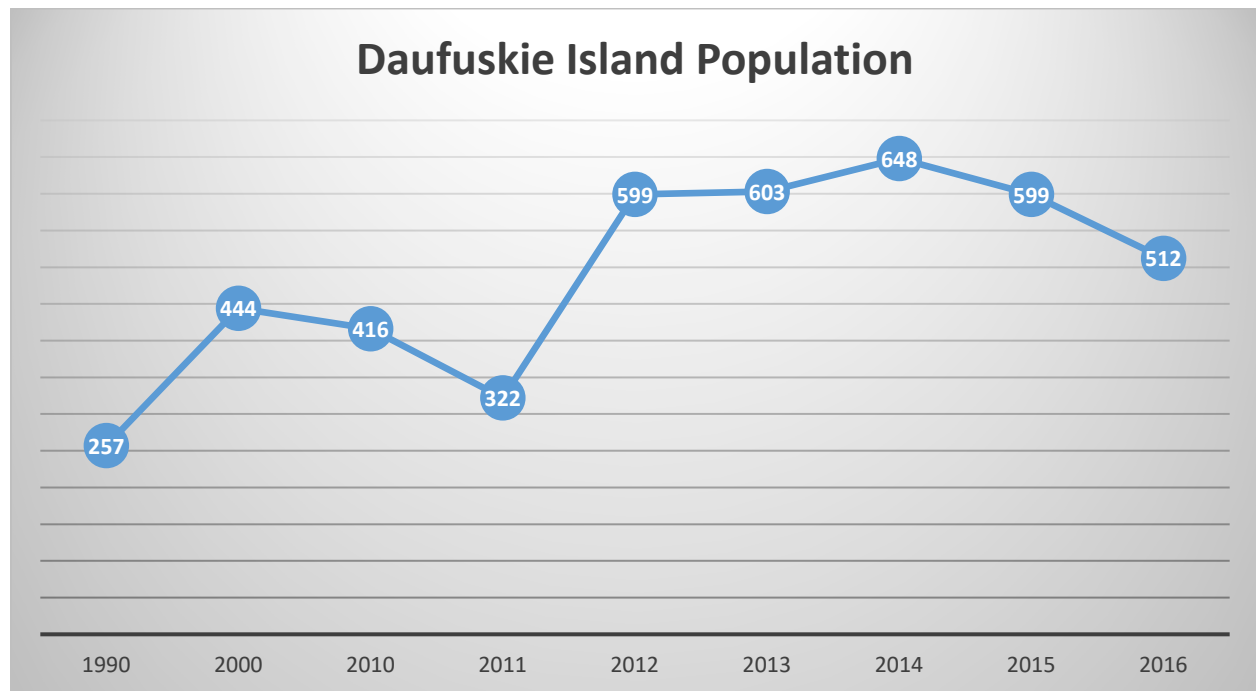
## CHAPTER 4: EXISTING CONDITIONS

In order to appropriately plan for the future, there must be an understanding of the Island’s existing conditions. Each of the required elements identified in the comprehensive planning legislation has been analyzed and the existing conditions developed.

### Population

The full time residential population of Daufuskie Island has fluctuated over the last several decades. The population had dwindled to less than 100 residents before the advent of the resort developments in the late 1980s. The population began to grow, with 257 residents in 1990 based on the US Census decennial survey. Given the logistical requirements of living on a bridge-less island, the population has continued to fluctuate, reaching a peak high in 2014, with an estimated 648 residents according to the US Census American Community Survey. Since then, the estimated population on the island is an estimated 512 in 2016. The graph in Figure 1 depicts the population fluctuations since 1990. The data is also shown in Table 3, along with the percent change in the population.

FIGURE 1. DAUFUSKIE ISLAND POPULATION



Source: US Census and American Community Survey

**TABLE 3. POPULATION PERCENT CHANGE (1990-2016)**

Year	Population	% Change
1990	257	----
2000	444	72.76%
2010	416	-6.31%
2011*	322	-22.60%
2012*	599	86.02%
2013*	603	0.67%
2014*	648	7.46%
2015*	599	-7.56%
2016*	512	-14.52%

*\*US Census / American Community Survey Estimates*

In addition to the full time residential population, Daufuskie Island has a relatively significant part-time population of property owners who come to the island on weekends, or when it is possible for them to spend time on the Island. This population number also swells significantly during the high tourist season that typically extends from the end of May through September. The tourist season population includes both overnight guests, as well as a significant number of day-trippers coming the Island from the surrounding areas, such as Hilton Head, Bluffton and Savannah.

**Demographics**

The demographic breakdown of the population was identified for 2010 and the estimates for 2016. Table 4. shows the comparison of the population age and sex. The racial make-up of the population was identified as primarily Caucasian (93.5%), African American at 5.3% and Asian at 0.5%. Those identifying themselves as two or more races made up 1.3% of the population.

**TABLE 4. DEMOGRAPHIC DATA - 2016**

Age	2016		
	Total %	% Male	% Female
Under 5 years	1.2%	0.0%	2.3%
5 to 9 years	5.1%	5.1%	5.1%
10 to 19 years	0.0%	0.0%	0.0%
20 to 29 years	4.1%	4.7%	3.5%
30 to 39 years	11.3%	12.1%	10.6%
40 to 49 years	0.0%	0.0%	0.0%
50 to 59 years	5.0%	4.6%	5.4%



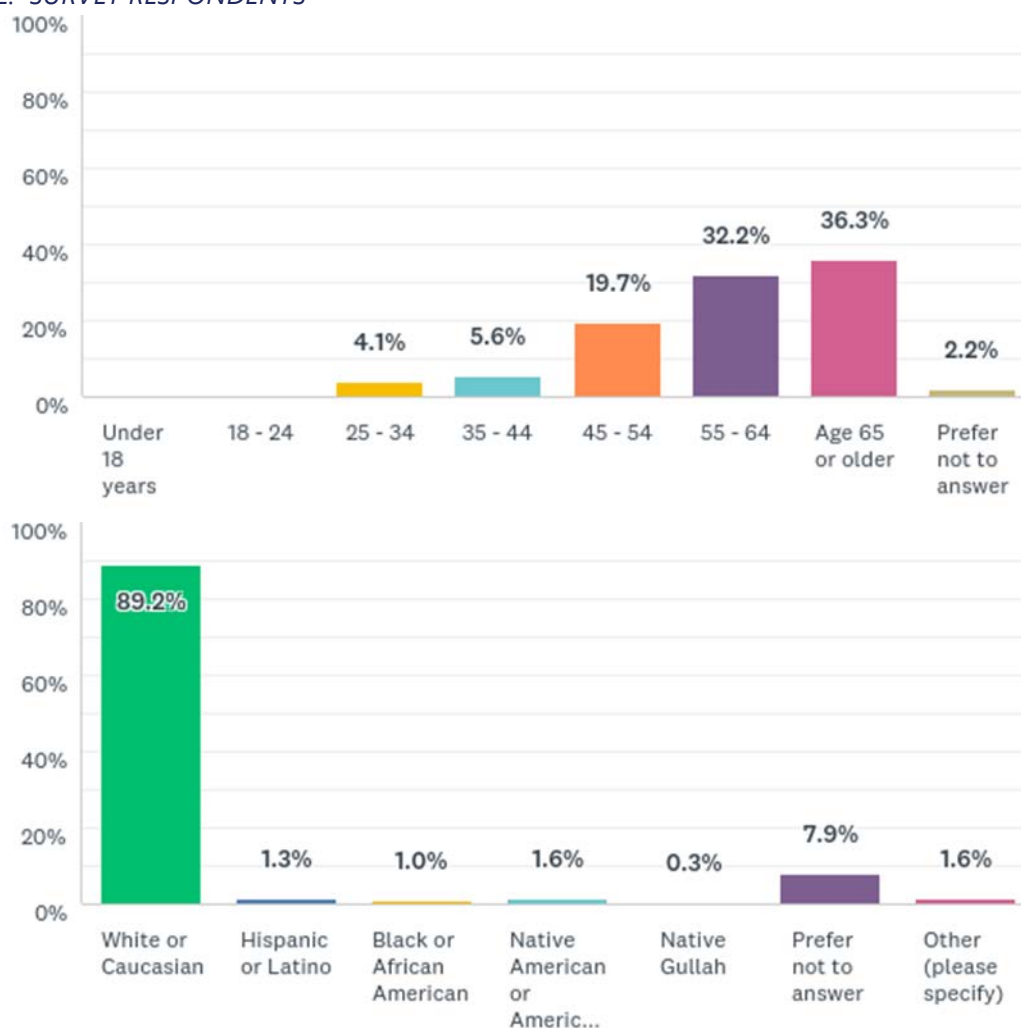
60 to 69 years	23.8%	25.8%	21.9%
70 to 79 years	39.7%	35.2%	44.1%
Over 80 years	9.7%	12.5%	7.0%

Source: US Census American Community Survey

### Survey Respondents

Of the 368 respondents to the community survey, 89.2% identified themselves as white or Caucasian and 1.0% black or African American; 7.9% preferred not to answer the question. With regard to age, 36.3% of the respondents were age 65 or older and 32.2% were age 55 to 64. The demographics of the survey respondents are shown in Figure 2.

FIGURE 2. SURVEY RESPONDENTS



### Population Forecast: Approximate “Build Out” Condition

Forecasting population is an inexact science and based on a variety of assumptions. For this plan, two forecasts were developed for the horizon year of 2035. The first forecast is an



estimated “build-out” condition for the Island, excluding the Planned Unit Developments (PUDs) of Haig Point, Melrose, Oak Ridge and Bloody Point. These PUDs are subject to their approved densities. There are currently a total of 1,891 undeveloped parcels on the Island, of which 735 parcels are outside of the PUDs.

These 735 parcels are currently zoned rural, general urban, suburban, and urban center, each of which has maximum allowable densities. These allowable densities range from one dwelling unit per acre in the rural category to eight dwelling units per acre in the urban center category. Based on the percentage of parcels found in each category and the maximum dwelling units allowed, there is a potential total of 3,055 additional dwelling units on the Island.

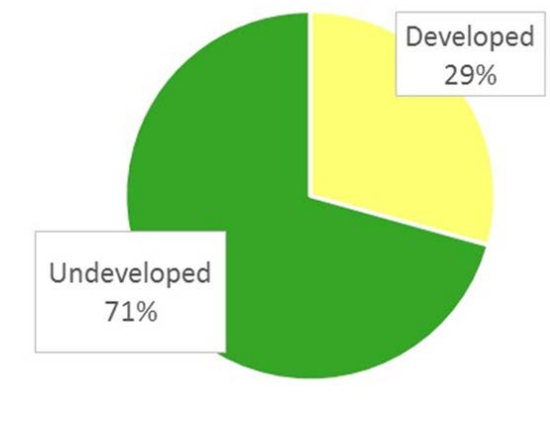
Applying the average household size of 2.2 persons per household, the potential population could include an approximate addition of 6,720 persons excluding the PUDs.

Based on the approved PUD densities for Bloody Point, Haig Point, Melrose and Oak Ridge, an additional 2,691 dwelling units are approved, although this figure does include hotels and inns. Applying the same 2.2 persons per household, the additional population from the PUDs at build out is approximately 5,920. When combined with the potential population outside of the PUDs, the build out population on the island is approximately 12,640 persons. The developed and undeveloped parcels are shown in Figure 3.





FIGURE 3. DEVELOPED/UNDEVELOPED PARCELS



Developed Parcels	592 (24%)
Undeveloped Parcels	1,891 (76%)



### Population Forecast: Historical Trend Analysis

With the large fluctuations in population, including both full time residents, as well as vacationers and tourists, a realistic estimate of future population growth is difficult. The previous plan population forecasts were focused on significant population growth, however, the need for ferry use and/or a private boat to access the island and the associated logistics will have an impact on the future population growth. The further development of the PUDs is also in flux given the history of insolvency with regard to Bloody Point and Melrose. Based on the historical trends, the average annual rate of growth in population over the fifteen years from 1990 to 2016 has been 3.65%.

Applying the average yearly growth rate for developing future population projections, the Island population by 2035 would be 1,013 full-time residents, coupled with the continuing swell in population through overnight tourists and day-trippers. While additional development on the Island is uncertain, but likely to occur in some form that will result in an increase in population growth, based on historical trends, those additional increases would likely be offset to some degree by out-migration.

### Economic Development

The economy of Daufuskie Island is currently based on tourism and service industries supporting the tourist economic sector, as well as some of the service needs of the island residents. The South Carolina Department of Parks, Recreation and Tourism tracks the economic benefits of tourism throughout the state. While not broken down into geographies smaller than the county level, the impact of tourism on Daufuskie can be understood through the county-level statistics. Beaufort County ranks third in the State behind Horry and Charleston Counties in the generation of tourist/travel expenditures, with tourist generated spending totaling over \$1.3 billion in 2016 with local tax receipts totaling over \$39 million.

In recent years, there has been an increase in the establishment of small businesses across the Island, which are in addition to those already existing. These businesses include restaurants and coffee shop, artisan shops, and tourist supportive services. While new small businesses have started up, there also have been several economic set-backs for the Island.

The Melrose Resort went through bankruptcy in 2017 and its future is uncertain. The Bloody Point Resort also closed in 2017 due to financial issues. While the resorts experienced financial difficulties, the residential areas of Melrose and Bloody Point are separate entities and not related to the resort/club financial issues. Finally, one of the long-standing restaurants on the Island, which was also a major employer, closed its doors. These recent closures have had a detrimental impact on the economy of the Island.

To address these impacts and to move the economy forward, in early 2018, an initiative was undertaken to provide support to existing businesses and foster and support new endeavors. The Business Alliance is supported by the Clemson University Extension Service and is working on action steps to ensure the Island’s economic stability and vitality.

The first community survey provided insights into the economy and employment status of island residents. Of the respondents to the survey, 40.3% indicated they were retired, with 34.4% employed full time. Of the 34.4% of full time employees, 18.8% are self-employed and/or business owners on the island; 56.5% work off the island and 17.2% work on the island from home.

The US Census American Community Survey (2012-2016) estimates support the community survey findings, showing approximately 27% of the population employed full-time. Tables 5, 6 and 7. provide a breakdown of the occupational and industry employment sectors and worker classification.

**TABLE 5. OCCUPATIONS**

Occupation	Percent of Workforce
Management, Business, Science and Arts	7.8%
Service	45.3%
Sales and Office	18.8%
Natural Resources, Construction, Maintenance	23.4%
Production, Transportation, and Material Moving	4.7%

Source: US Census American Community Survey Estimates

Note: Margin of Error range from +/- 7.2% to +/- 12.9%

**TABLE 6. INDUSTRY**

Industry	Percent of Workforce
Agriculture, Forestry, Fishing/Hunting/ Mining	0.0%
Construction	38.3%
Manufacturing	7.0%
Wholesale Trade	0.0%
Retail Trade	9.4%
Transportation, Warehousing, Utilities	5.5%
Information	0.0%
Finance and Insurance, Real Estate, Rental/Leasing	2.3%
Professional, Scientific, Management and Administrative and Waste Management Services	7.0%
Educational/Health Care/Social Assistance	15.6%



Arts, Entertainment, Recreation and Accommodation and Food Services	0.0%
Other Services, except Public Administration	14.8%
Public Administration	0.0%

Source: US Census American Community Survey Estimates

Note: Margin of Error range from +/-3% to +/-35%

**TABLE 7. WORKER CLASSIFICATION**

Class of Worker	Percent of Workforce
Private Wage and Salary Workers	65.6%
Government Workers	14.8%
Self-Employed Workers	19.5%

Source: US Census American Community Survey Estimates

Note: Margin of Error +/- 22%

Table 8 displays the family or household income. The median family income, or middle value, is \$128,542.

**TABLE 8. FAMILY INCOME**

Income Estimate	Percent of Population
Less than \$10,000	0.0%
\$10,000 to \$14,999	0.0%
\$15,000 to \$24,999	0.0%
\$25,000 to \$34,999	0.0%
\$35,000 to \$49,999	13.2%
\$50,000 to \$74,999	11.0%
\$75,000 to \$99,999	15.0%
\$100,000 to \$149,999	18.5%
\$150,000 to \$199,999	21.6%
Over \$200,000	20.7%

Source: US Census American Community Survey Estimates

Note: Margin of Error +/- 13.3%

### Natural Resources

As a coastal sea island, Daufuskie Island is home to significant natural resources and scenic viewsheds. A volunteer community organization, the Daufuskie Island Conservancy, was organized in 2005 “exclusively for the education, scientific and charitable purposes related to the study, protection and management of the natural resources of Daufuskie Island and the surrounding ecosystem. The Conservancy has regularly hosted environmental talks,





conducted an environmental survey, implemented an Adopt-A-Road program, and established a sustainable living farm, and is committed to the protection and preservation of the Island's resources.

One of the most significant resources for the Island is the salt marsh, one of the most unique ecosystems and habitats. The primary salt marsh vegetation is *Spartina alterniflora* and is plentiful in Daufuskie's salt marshes and is one of the few species that thrives in salt water. These marshes serve as a protection for many species, such as shrimp, crab and oysters, by protecting them in their larval or beginning stages.

In addition to the saltwater wetlands, or salt water marsh, Daufuskie also is home to freshwater wetlands. These freshwater wetlands, located in the interior of the island, provide a home to many fish and bird species, as well as vegetation. The saltwater wetlands or marsh comprise 17% of the area of Daufuskie, while the freshwater wetlands comprise 15%. The wetlands are shown in Figure 4.





FIGURE 4. WETLANDS



## Wetlands

<i>Saltwater</i>	<i>17%</i>
<i>Freshwater</i>	<i>15%</i>

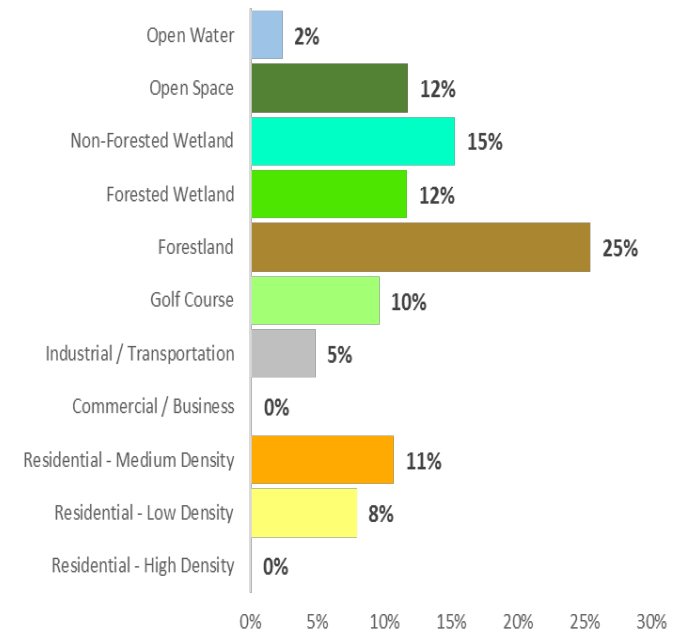
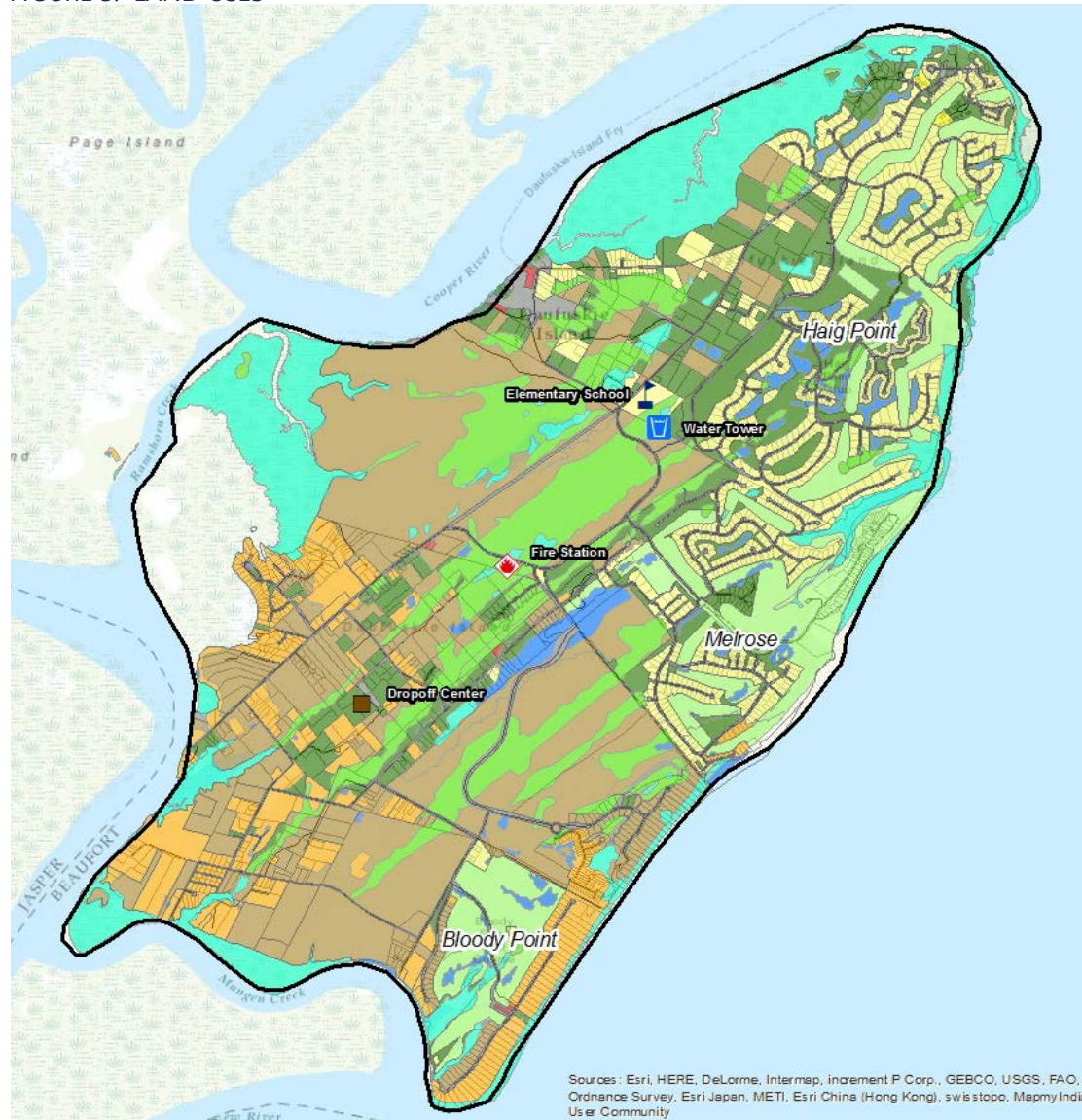


Another important element of the natural ecosystem is the beach which extends along the eastern side of the Island. The beach and dune system typically serve to protect the inland areas from high seas, waves and hurricanes. However, the beach system has sustained damage from Hurricane Matthew (2016) and Tropical Storm Irma (2017), both of which made landfall in the vicinity.

Coastal forestland is also an important natural resource. These forestlands, which include numerous varieties of trees and other vegetation, serve as a wildlife habitat for a variety of species, such as palmetto, pine, oak and sweetgum. Approximately 25% of the Island is comprised of forestland, shown in brown in Figure 5



FIGURE 5. LAND USES



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, N  
Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia,  
User Community



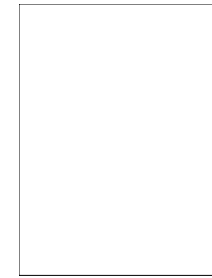
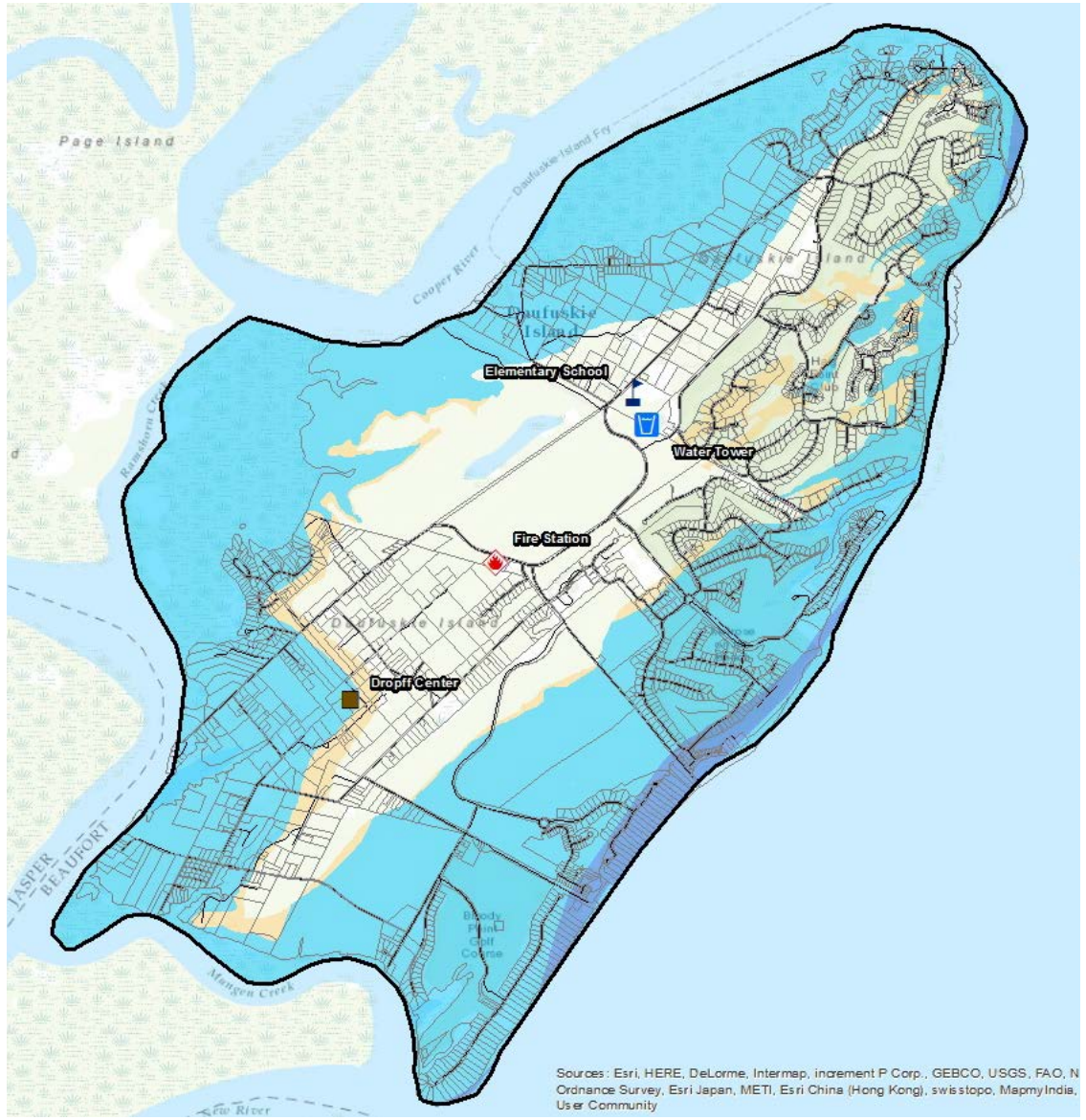
The Island is also home to a wide variety of creatures. The Atlantic Loggerhead, which is a federally threatened species, nests along the beaches of the southeast, including Daufuskie. A dedicated group of volunteers works to identify and protect the nests during the season, which typically begins in late May/early June and continues until mid-August. Both harmless snakes, such as kingsnake, garter snake and rat snake, and poisonous snakes, such as copperhead, rattler and cottonmouth moccasins are found on the Island. Alligators, which have made a comeback due to presence on the endangered list and is still protected, are also present on Daufuskie. According to the South Carolina Department of Health and Environmental Control (SCDHEC), approximately 300 species of birds have been recorded in the state and the vast majority of these birds can be found along the coast. These birds include both permanent residents as well as migratory and include both the threatened Wood Stork and Bald Eagle. A wide variety of animals can also be found on Daufuskie, such as raccoons, otters and white-tailed deer.

Soil types have an impact on development and land use, particularly with the prevalence of septic tank use. According to SCDHEC, the soils in the coastal area fall within the Atlantic Coast Flatwoods land resource area, except for a small portion in Berkeley County. These soils are typically a mix of sand and loam and drain moderately well to poorly. Daufuskie Island, as a sea island, is prone to flooding and the Special Flood Hazard Areas have been mapped. Sixty-four percent of the island is included in a high risk zone (AE and VE), while 5% is included in a moderate risk zone (X). The remaining 31% of the island is in a low risk flood hazard zone.

In addition to the Special Flood Hazard Areas, the impacts of storm surge on the Island was also identified and mapped. In the event of a Category 1 storm, almost half of the Island (49%) will be impacted. In the event of a Category 5 storm, the entire island would be impacted. The following series of maps in Figures 6 and 7 depict the flood hazard areas and the impacts from storm surge.



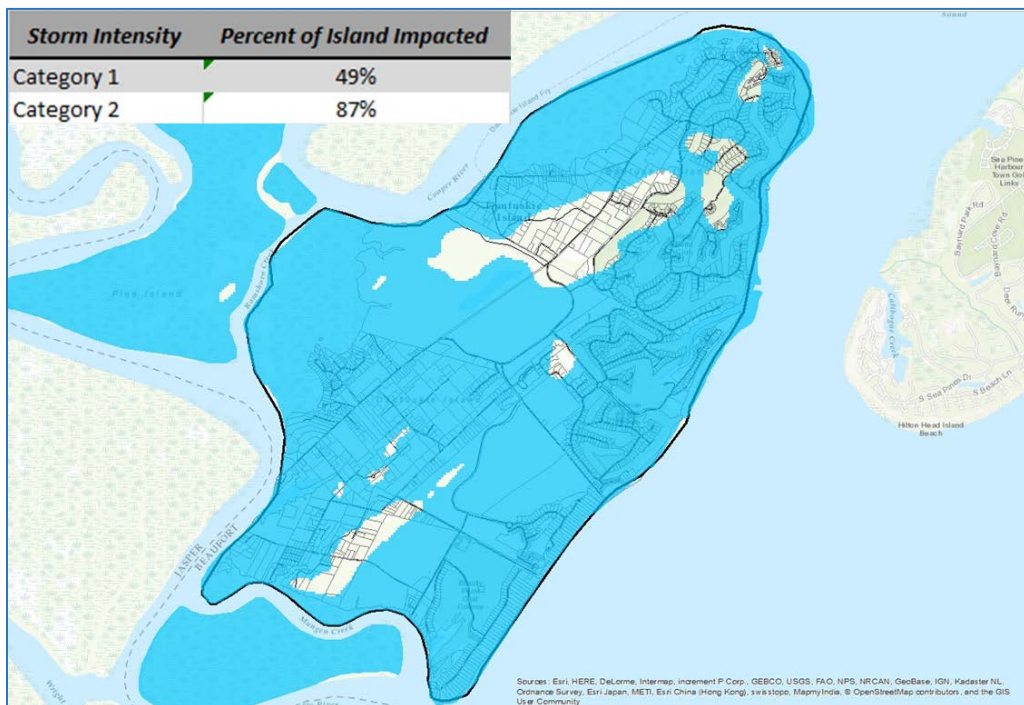
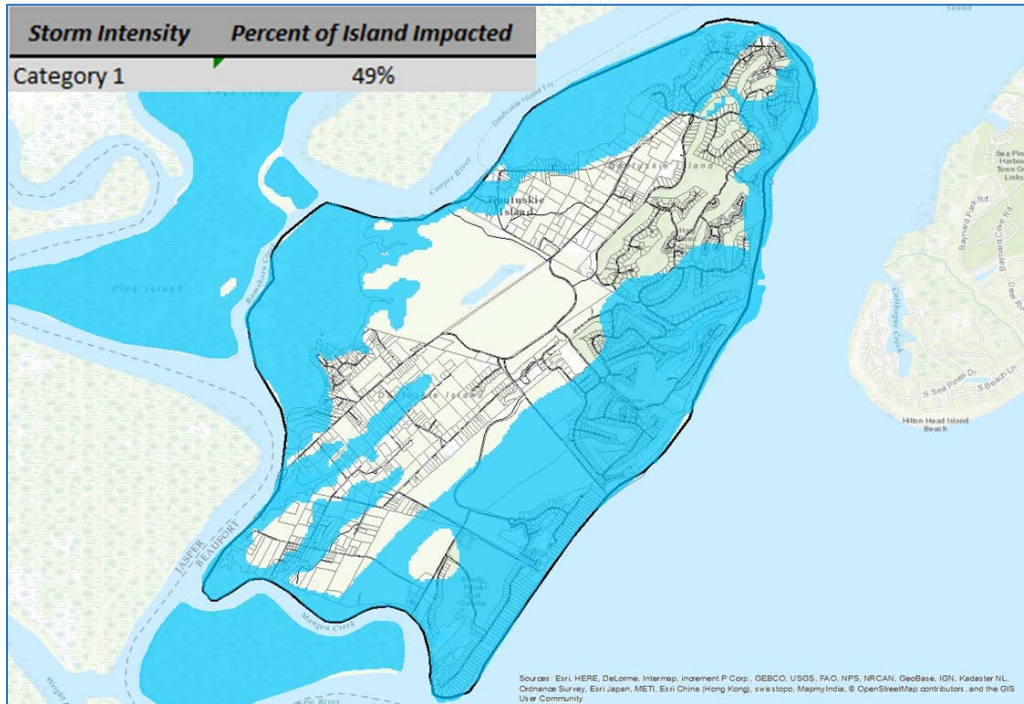
FIGURE 6. FLOOD HAZARD AREAS



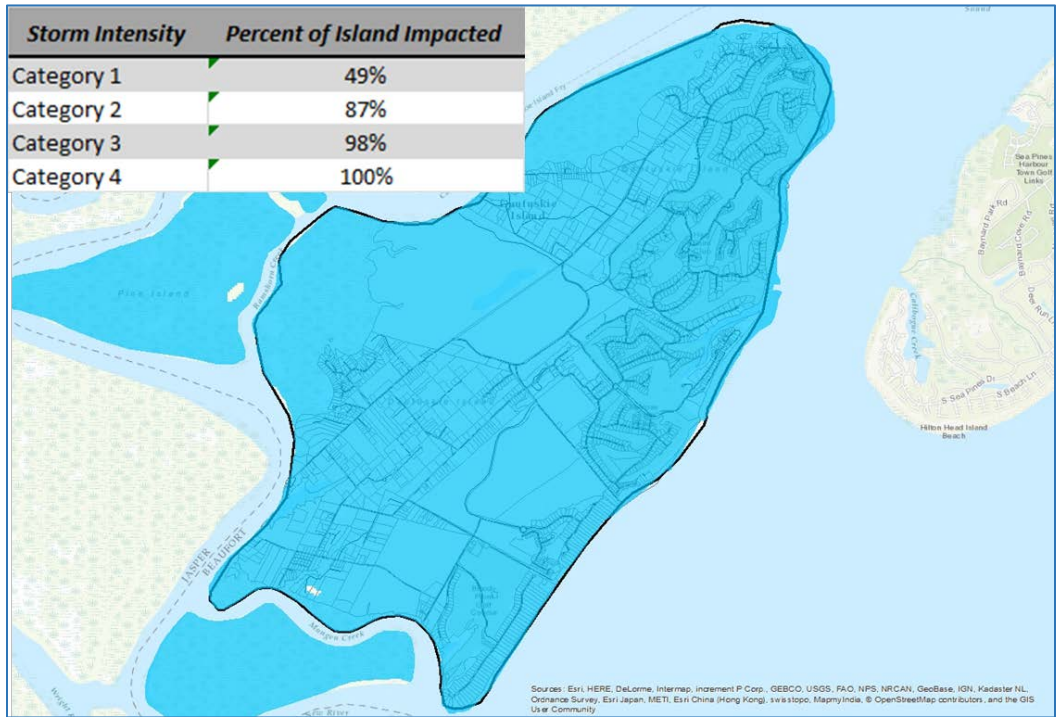
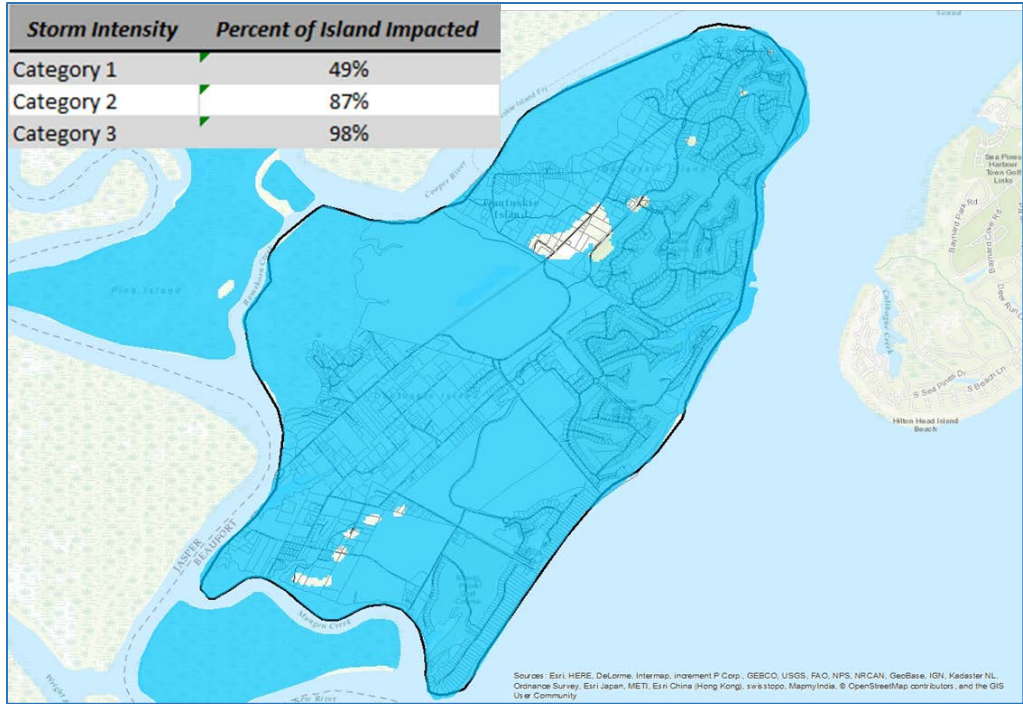
## Flood Zones

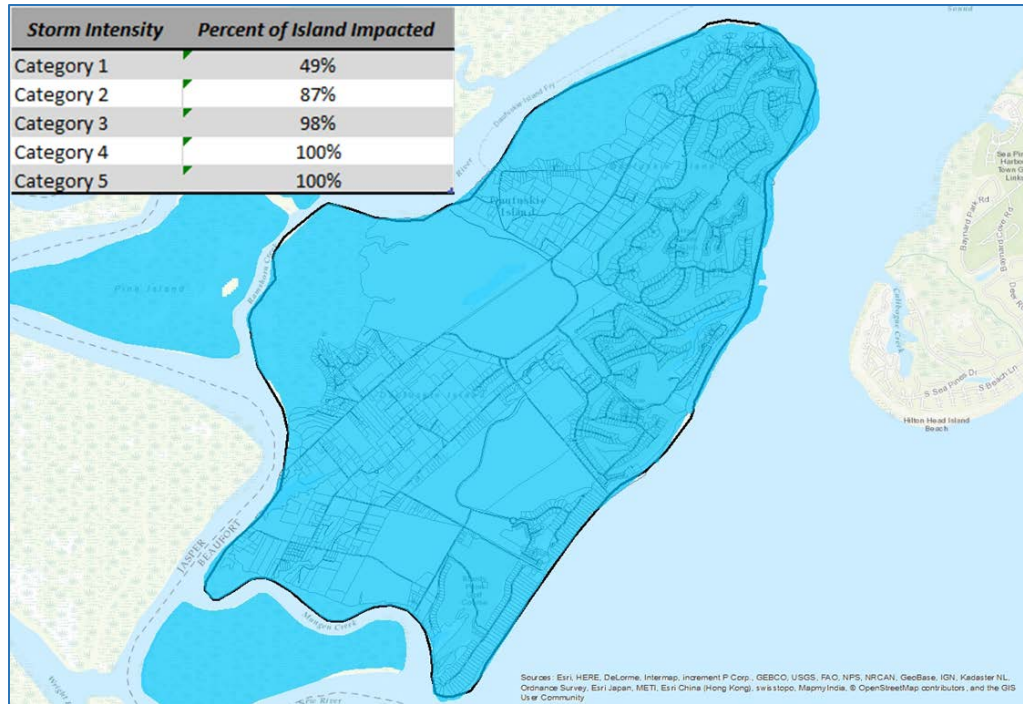
<i>High Risk</i>	<i>64%</i>
<i>Moderate Risk</i>	<i>5%</i>
<i>Low Risk</i>	<i>31%</i>

FIGURE 7. STORM IMPACTS









### Cultural Resources

In 1984, the US Department of the Interior/National Park Service designated Daufuskie Island as a Historic District and included the Island on the National Register. According to the statement of significance:

*"...the district contains 241 contributing properties. Most of the building consist of folk housing. They were constructed from 1890-1930, but reflect a much earlier building technology. Thus, they are significant architecturally as a survival form."*

*"Other areas of significance are historical in nature. Military engagements of note during the Yemassee and Revolutionary Wars took place on Daufuskie. In addition, buildings, sites, and structures represent Daufuskie's antebellum plantation society based on the cultivation of long staple cotton as well as the history of the island in the early twentieth century when life revolved around the oyster industry, logging, and truck farming operations."*

*"Daufuskie's cultural resources illustrate a three-century long history that has evolved with a minimum of outside influence. Potentially valuable archeological sites and documented historic sites have escaped the ravaging effects of modern development through sheer inaccessibility."*

Examples of the key properties identified include:

- Haig Point Lighthouse





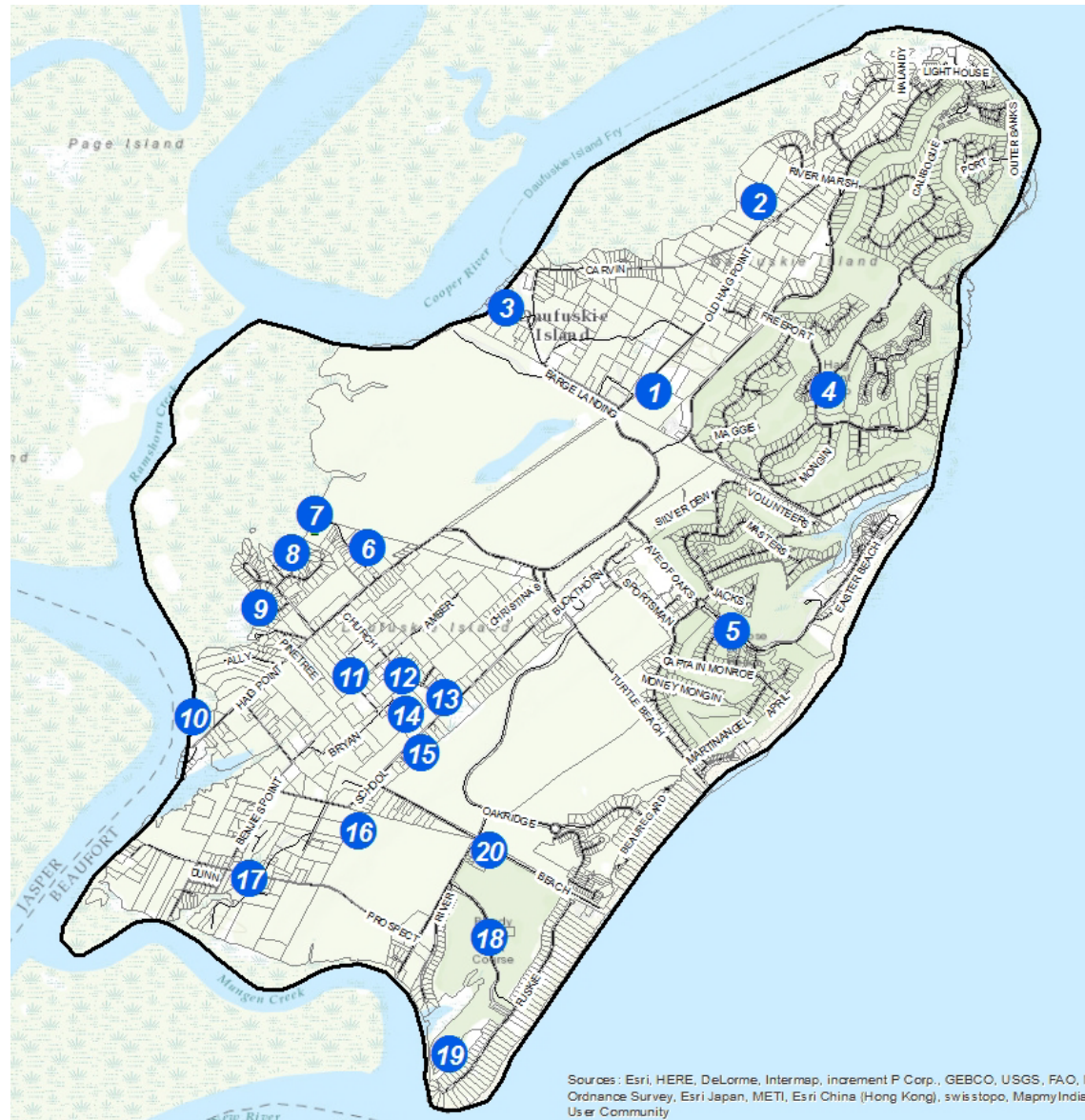
- Mt. Carmel Baptist Church
- Janie Hamilton School
- First Union African Baptist Church
- Mary Fields School
- Oyster Society Hall
- Cemeteries

In 2001, the Daufuskie Island Historical Foundation was formed in order to preserve and protect the historical and cultural heritage of the Island. According to the Foundation, members have worked to acquire and restore historic buildings, established an Island museum, created a self-guided tour of historic sites and begun an archive of history for the Island.

The significant community cultural and historic features, which include those identified in the National Historic Register, are shown in Figure 8.



**FIGURE 8. COMMUNITY CULTURAL AND HISTORIC RESOURCES**



1. *Mt. Carmel Baptist Church No. 2*
2. *Tabby Ruin*
3. *Cooper River Cemetery*
4. *Haig Point*
5. *Melrose*
6. *Oyster Union Society Hall*
7. *Hinson White House*
8. *Mary Field Cemetery*
9. *Sarah Grant Home*
10. *Public Dock*
11. *White School House*
12. *The Council Tree*
13. *First Union African Baptist Church*
14. *Mary Fields School*
15. *Frances Jones Home*
16. *Moses Ficklin Cottage and Oak Tree*
17. *Mary Dunn Cemetery*
18. *Bloody Point*
19. *Bloody Point Cemetery*
20. *Bloody Point Lighthouse and Silver Dew Winery*

In addition to the local preservation and enhancement efforts and inclusion on the National Register, the US Department of Interior/National Park Service developed a Special Resource Study and Final Environmental Impact Statement: Low Country Gullah Culture in 2005. This study was authorized by the US Congress to determine the appropriate role for the National Park Service in the preservation of the Gullah Culture in response to the identification of the Gullah/Geechee culture as one of the most endangered historic resources and sites by the National Trust for Historic Preservation in 2004.

The study analyzed the Gullah culture ranging from the North Carolina/South Carolina border to North Florida to evaluate the cultural significance on a national level; to determine how to best protect and interpret the cultural resources; and develop recommendations for Congress on next steps.

The identified preferred alternative from the study was the creation of a National Heritage Area to connect and network cultural resources. The management of the partnership would eventually be managed by a local entity with start-up assistance from the National Park Service. This alternative led to the development of the Gullah Geechee Cultural Heritage Corridor. (<https://www.gullahgeecheecorridor.org/>)

## Community Facilities

### Water/Sewer

The Daufuskie Island Utility Company (DIUC) provides water/sewer service to the PUDs, and the service is available to the entire Island. With the mostly rural development patterns of the Island, residents outside of the PUDs primarily utilize individual or community wells and septic tanks for their water and sewer needs. The DIUC is the only water/sewer utility on the Island and provides water through the use of six wells. Wastewater collection and treatment is provided at two locations on the Island.

### Solid Waste

The solid waste collection site for Daufuskie Island is located on Frances Jones Boulevard. The site, which only accepts residential refuse, consists of unmanned, open dumpsters. Once the dumpsters are full, they are barged off the Island and replaced with empty dumpsters. Because of the opportunity for illegal dumping with the open and unmanned containers, cameras have been installed to provide video surveillance. For a number of years, the Island has been working towards a "One Island Solution" for addressing solid waste, however, the initiative has not moved forward.

### Fire/Emergency Services

Fire and emergency services are provided by the Daufuskie Island Fire and Rescue to the entire Island. The Daufuskie Island Fire District was created for the express purposes of





servicing all properties on Daufuskie. The District is governed by the Daufuskie Island Fire District Board, which is comprised of five members appointed by the Beaufort County Council. The fire station is located on Haig Point Road and the staff includes 11 full time paid firefighters and 13 volunteer firefighters. The department also provides Emergency Medical Services to the Island.

The Beaufort County Sheriff’s Department is responsible for law enforcement on the Island. There is no permanent officer stationed on Daufuskie, but there are officers assigned to answer calls and to be on the Island periodically.

**Educational Facilities**

The Daufuskie Island Elementary School is the only school on the Island and serves grades PK-5. Middle and high school students attend school on the mainland in Hilton Head and utilize the Haig Point ferry for transportation to and from the Island. The Daufuskie Island Elementary School, which has two classrooms, enrolls 26 students in 2018, with two full time teachers and four specialty teachers for supplemental subjects such as art and physical education.

According to South Carolina code, the following student teacher ratios shown in Table 9 are required and are currently met by the Daufuskie Island Elementary School; however with any significant student population increase, the capacity of the school would need to be addressed.

**TABLE 9. STUDENT/TEACHER RATIO REQUIREMENT**

Grade Level	Student/Teacher Ratio
PreK	20:1
K - 3	30:1
4 – 5 (English, Language Arts, Mathematics)	30:1
4 - 5 (All other subjects)	35:1

**Housing**

There is a mix of housing stock on Daufuskie Island, ranging from mobile homes to upscale residences. According to the 2010 US Census, there were 447 housing units, with 133 or 29.8% occupied units and 314 and 70.2% unoccupied units. In 2016, the estimated housing units on the Island had grown to 465, with 227 of those units owner occupied. The characteristics of the units for 2010 and 2016 are shown in Table 10. The largest segment of the housing stock on the island is 1-unit detached housing which comprised 69.4% of the housing stock in 2010 and 85.6% in 2016.







**TABLE 10. HOUSING UNITS- 2010 AND 2016**

2010			2016		
Units in Structure	Number of Units	Percent of Total	Units in Structure	Number of Units	Percent of Total
1-unit, Detached	310	69.4%	1-unit, Detached	465	85.6%
2-unit, Detached	36	8.1%	2-unit, Detached	3	0.6%
2 units	0	0.0%	2 units	11	2.0%
3-4 units	66	14.8%	3-4 units	0	0.0%
5-9 units	15	3.4%	5-9 units	0	0.0%
10-19 units	0	0.0%	10-19 units	11	2.0%
20 or more units	0	0.0%	20 or more units	3	0.6%
Mobile Home	20	4.5%	Mobile Home	50	9.2%

Source: 2010 US Census and American Community Survey Estimates

Note: ACS Margin of Error ranges from +/-12% to +/-40%

Table 11 depicts the year of construction for the housing structures in 2010. As can be seen from the data, the highest construction period took place between 1980 and 1989, which corresponds to the development of the PUDs.

**TABLE 11. YEAR STRUCTURE BUILT - 2010**

Year of Construction	Number of Units	Percent of Total
Built 2005 or later	0	0.0%
Built 2000 to 2004	46	10.3%
Built 1990 to 1999	161	36.0%
Built 180 to 1989	200	44.7%
Built 1970 to 1979	0	0.0%
Built 1960 to 1969	26	5.8%
Built 1950 to 1959	0	0.0%
Built 1940-1949	0	0.0%
Built 1939 or earlier	14	3.1%

Source: 2010 US Census

The Census data also identifies that, in 2010 of the 133 owner occupied housing units, 77 units have a mortgage and 56 are without a mortgage. In 2016, the 227 owner occupied housing units were estimated to have 120 units with a mortgage and 107 without a mortgage.

The value of the owner-occupied units showed 15.0% were valued between \$50,000 and \$99,000, with the largest segment valued between \$300,000 and \$499,000 at 23.3% of the units. The median value of the housing units is \$262,500 in 2010. Table 12 depicts the owner-occupied value of the housing units in 2010.



TABLE 12. VALUE OF OWNER-OCCUPIED UNITES - 2010

Unit Value	Number of Units	Percent of Total
Less than \$50,000	0	0.0%
\$50,000 to \$99,000	20	15.0%
\$100,000 to \$149,000	6	4.5%
\$150,000 to \$199,000	23	17.3%
\$200,000 to \$299,000	28	21.1%
\$300,000 to \$499,000	31	23.3%
\$500,000 to \$999,000	15	11.3%
\$1,000,000 or more	10	7.5%

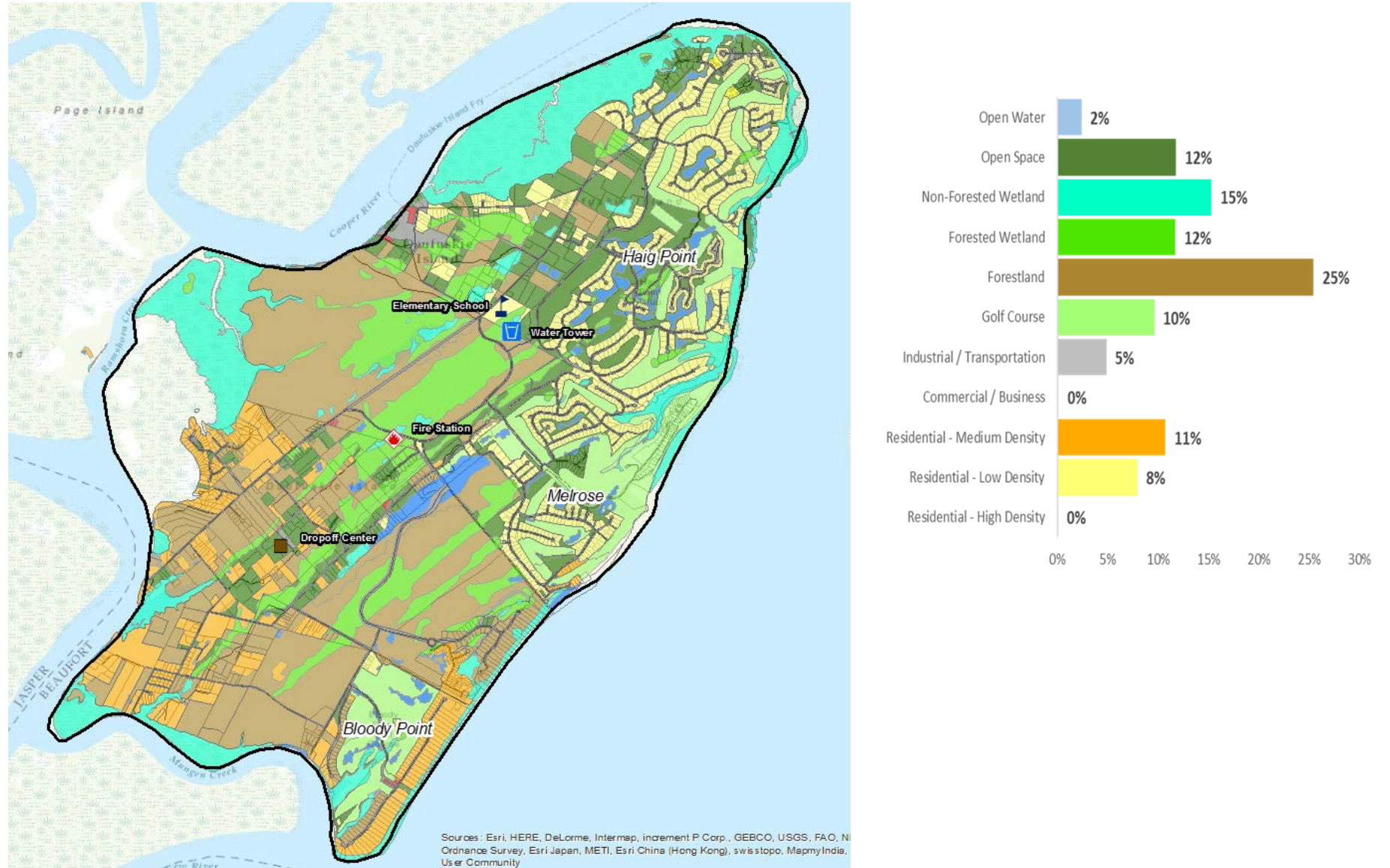
Source: 2010 US Census

Census figures show that 43.6% of the occupied households reported no vehicle available. However, this figure only includes automobiles and does not include golf carts as a primary vehicle.

### Land Use

The current land use on Daufuskie Island reflects its relatively undeveloped state. The largest existing land use is found to be forestland, making up 25% of the land. Wetlands also comprise a significant element of the existing land use, with 15% characterized as non-forested wetlands and 12% characterized as forested wetlands. Open space comprises 12% of the land use. Residential land uses comprise 19% of the land use, with 11% in medium density and 8% in low density. Golf courses comprise 10% of the existing land use, with industrial/transportation category at 5%. Figure 9 depicts the existing land use breakdown.

FIGURE 9. LAND USES





As noted in the population element discussion, there are currently 2,483 parcels identified on the island. Of these parcels 24%, or 592 are developed and 1,891 (76%) are undeveloped. For the Island as a whole, 71% is characterized as undeveloped and 29% as developed. The current zoning classifications on the Island include Planned Unit Development, which comprises 40% of the Island and includes Bloody Point, Haig Point, Melrose and Oak Ridge. The next largest zoning category is Daufuskie Island Rural at 24% and Daufuskie Island Suburban follows at 21%. The Daufuskie Island Natural category comprises 10% of the zoning with General Urban at 3% and Public District and Urban Center both at 1%. The existing zoning classifications are shown in Figure 10.







### Transportation

There are several unique components to the transportation on Daufuskie Island. These components include the ferry systems that provide service from the Island to the mainland and the roadway network. In addition, the use of golf carts is a large percentage of the vehicle choice, although automobiles are utilized by many on the island. However, autos and gas-powered golf carts are restricted from use in some of the PUDs.

### Roadway Network

The roadway network on Daufuskie Island is a mix of paved roads and unpaved roads and many are maintained by Beaufort County, although the ownership and rights of way are often unclear. Haig Point Road is the major facility providing north-south access and is paved. There is a web of unpaved public roads that serve the majority of the Island, as well as a mix of private drives and roadways. Haig Point Road, which is approximately 2.7 miles in length, joins with Cooper River Landing Road which is also paved and provides access to the Melrose Landing, currently the public ferry embarkation point. Cooper River Landing Road is approximately 0.70 miles in length, bringing the total of paved facilities on the island to about 3.5 miles. The unpaved roads total about 9.5 miles in length. Table 13 provides the breakdown of the paved and unpaved facilities maintained by Beaufort County for over 20 years. In addition to these identified facilities, there are numerous private roadways.

**TABLE 13. ROADWAY NETWORK**

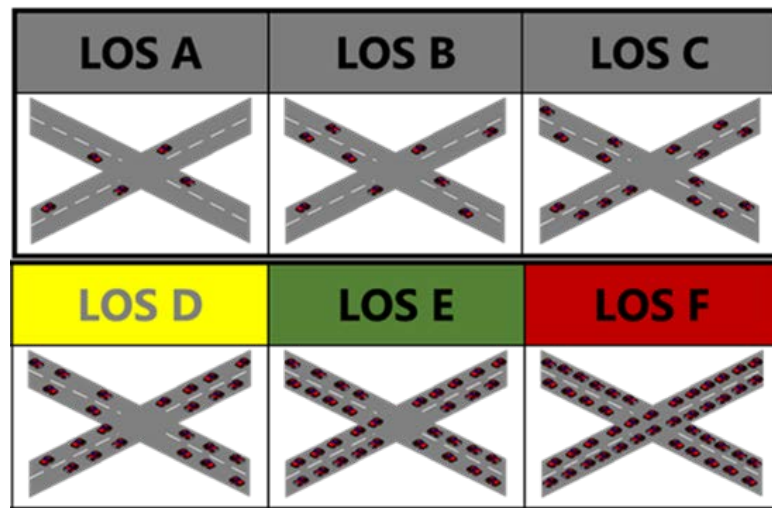
Paved Roadways	
Roadway	Length (in miles)
Haig Point Road	2.72
Cooper River Landing Road	0.70
<b>Total Paved Roadways</b>	<b>3.42</b>

Unpaved Roadways			
Roadway	Length (in miles)	Roadway	Length (in miles)
Freeport Road	0.21	Benji's Point Road	0.86
Carvin Road	0.90	Prospect Road	1.28
Old Haig Point Road	0.87	Pappy's Landing Road	0.78
Church Road	0.61	Beach Road	1.10
Turtle Beach Road	1.08	Frances Jones Road	0.25
School Road	1.58	Maryfield Road	0.23
<b>Total Unpaved Roadways</b>		<b>9.75</b>	

Source: Project Team/Google Earth

Traffic on the roadway network is low in the tourist off-season and increases significantly during the high tourist season and on weekend days. Roadway congestion is classified by Level of Service, which assigns a “grade” of A to F based on the level of congestion. Level of Service A is freeflowing and Level of Service F is gridlock. The graphic in Figure 11 illustrates the Levels of Service.

FIGURE 11. LEVEL OF SERVICE



Source: Georgia Department of Transportation

While formal traffic counts have not been taken, the roadway network on the Island operates at Level of Service A, even in the high tourist season.

### Planned Unit Developments

The roadway networks within the PUDs are primarily paved and are maintained by the development associations. Bloody Point, Melrose, and Oak Ridge, originally gated, are currently open developments; Haig Point is the only PUD with active gate restrictions for entrance/exiting the development; however, the other PUDs may be gated in the future based on permitting in place. Table 14 displays the network, in miles, within each PUD.

TABLE 14. PUD TRANSPORTATION NETWORKS

Planned Unit Development	Roadway Network (in miles)
Bloody Point	1.87
Haig Point	9.57
Melrose	8.34
Oak Ridge / Beachfield	2.59

Source: Project Team/Google Earth

### Multimodal Transportation

Because of the relatively low traffic volumes and the expectations of drivers to be in a mix of vehicles, particularly with golf carts, the roadway network serves all modes of transportation. Pedestrians and bicyclists successfully utilize the roadway network, although there are no designative pedestrian or bicycle facilities.



As described above, the use of golf carts make up a large percentage of the mode of travel on the Island. The golf carts are expected by automobile drivers and due to the expectations, the mix of vehicles is typically a successful scenario.

**Public Ferry System**

The Daufuskie Island ferry system is operated on a contract basis for Beaufort County and Palmetto Breeze, the rural transportation provider for Beaufort County and the South Carolina Lowcountry. Currently, the Haig Point Ferry operates the system under contract. The ferry provides connections from the Melrose Landing embarkation point on Cooper River Landing Road to the Hilton Head embarkation point located at Buckingham Landing, off of US 278/Fording Island Road. The ferry trip typically takes approximately 45 minutes to an hour and generally runs on the following schedule:

Departing Hilton Head/Buckingham Landing	Departing Daufuskie/Melrose Landing
7:00 am	8:30 am
10:00 am	11:30 am
1:00 pm	2:30 pm
4:00 pm	5:30 PM
9:00 pm (Fridays only)	10:15 PM (Fridays only)

Source: *Daufuskie Island Ferry*

According to the *Daufuskie Island Public Ferry Service Passenger Guide* (Nov. 2017), ferry is open to the public, with round trip for members of the general public costing \$35.00. There are levels of tickets available for Daufuskie Island residents, part-time residents and property owners.

***Level 1 - \$2.00 One Way***

Available for full time resident students (ages 5 to 18); full time resident seniors (ages 65 and over); and residents or property owners with disabilities

***Level 2 - \$3.00 One Way***

Available for full-time resident homeowners, based on the Beaufort County Assessor’s office

***Level 3 - \$4 One Way***

Available for a full-time resident renter

***Level 4 - \$7 One Way***

Available for non full-time property owners or homeowners, based on the Beaufort County Assessor’s office

**Additional Ferry Options**

Calibogue Cruises operates between Hilton Head and Daufuskie Island, providing service from Broad Creek Marina on Hilton Head to the Freeport Marina on Daufuskie. The service







leaves Broad Creek at 10:30 am and 3:30 pm Tuesdays through Fridays and departs Freeport Marina at 11:30 am and 4:30 pm Tuesdays through Fridays. On Saturdays, the service leaves Hilton Head at 11:00 am and 4:00 pm and departs Freeport at noon and 5:00 pm.

There are also other private operators who provide ferry services on a schedule based on customer needs. These ferry services provide access to the public dock facility on Daufuskie and leave from Hilton Head, Bluffton and the Savannah area.

#### **PUD Ferry Options**

Haig Point currently operates a ferry to Hilton Head for their members, residents, and their guests. Their service provides access to Hilton Head at their embarkation point near Broad Creek Marina. Bloody Point service to downtown Savannah was discontinued in December, 2017 with the closure of the resort.





*Chapter Five:*  
**NEEDS AND  
OPPORTUNITIES**

## CHAPTER 5: NEEDS AND OPPORTUNITIES

The identification of the needs and opportunities facing the Island is the first step in the development of strategies to address these needs and capitalize on the opportunities. These strategies will enable the Island to meet the identified goals and achieve the vision for the future. Members of the community provided critical feedback on the needs and opportunities, as well as priorities, during public workshops, meetings and through the community surveys. The following lists the needs and opportunities for each element identified through the planning process for each element.

### Population Needs, Issues and Opportunities

- Ability to age in place and remain on the Island
- Lack of diversity in the demographics of the population, particularly focused on the Gullah residential population
- Three distinct population groups and the need of services to support each of these groups
  - Full time and part time island residents
  - Day trippers
  - Longer term vacationers

### Economic Development Needs, Issues and Opportunities

- Ability to earn a living
- Build the economy on strengths of the island
- Enhance tourism economy through ecotourism and cultural/historic tourism
- Foster small agri-businesses
- Maintain and foster diverse, unique small businesses
- Meaningful work opportunities on the Island
- Showcase Daufuskie's unique and special qualities
- Basic support services on the Island, such as retail and service amenities

### Natural Resources Needs, Issues and Opportunities

- Cleanliness of the island
- Maintain/preserve natural beauty
- Preserve and protect the natural environment
- Preserve open space
- Preserve the undeveloped nature of the Island
- Preserve/protect wildlife and their natural habitats
- Need for vegetative buffers

### Cultural/Historic Resources Needs, Issues and Opportunities

- Foster and support the artisan culture and the arts
- Maintain, preserve and protect cultural and historical assets
- Maintain, preserve and protect the Gullah heritage of the Island
- Preserve architectural integrity and diversity

### Community Facilities Needs, Issues and Opportunities

- Community meeting space/event space
- Maintain public access to the river and ocean
- Preserve/protect the waterfront and beaches
- Maintain and support the local island school
- Use existing assets for community purposes
- Maintain and support the fire and emergency services on the Island
- Preserve and enhance community spaces, such as public parks
- Local dump/solid waste solution
- Sufficient infrastructure to support growth: community wastewater, underground utilities, sustainable refuse collection, and water supply

### Governmental/Intergovernmental Coordination Needs, Issues and Opportunities

- Enhance working relationships with Beaufort County
- Identify other partnerships

### Housing Needs, Issues and Opportunities

- Presence of dilapidated housing
- Preservation of the remaining Gullah / historic cottages

### Land Use Needs, Issues and Opportunities

Within each jurisdiction, there are smaller areas that have distinct or unique characteristics. The identification of these specific areas, or character areas, are used as a planning tool to address the needs and opportunities that are specific to that area and to develop strategies tailored for that area. The characteristics can be focused on geographical elements, as well as development patterns. The identified character areas serve as a guide for the development of the land use element, zoning and the identification of areas for priority investments.

### Character Areas

In the previously adopted plan, Beaufort County crafted future development strategies for the identified zoning districts to address the needs affecting those areas. These previously identified zoning districts formed the basis for the updated character areas for the plan.



Each of the character areas were developed through a community workshop where the participants divided into three working groups. These groups identified the character areas, issues and potential development strategies. In addition to the development strategies identified for each character area, the workshop participants also identified overall development strategies for the Island. The compilation of the work efforts from the breakout groups were presented to the Project Advisory Committee for review and input.

Each of the character areas is described in detail, with the special and defining characteristics that the public wishes to enhance and protect identified. Current zoning classifications within each of the character areas have also been identified and analyzed for their applicability to the character area. The character areas that have been identified include the following:

- South Island Historic
  - Gullah Heritage sub-area is a part of this area
- Mid-island Historic
- North Island Historic
- Village Centers
- Heritage Corridor
- Village Gateway Corridor
- Coastal Mashlands

Although the PUDs are not subject to this current plan, the workshop participants included each of the PUDs as their own character area.

- Haig Point PUD
- Melrose PUD
- Oakridge/Beachfield PUD
- Bloody Point PUD

The character areas are shown on the map on the following page.

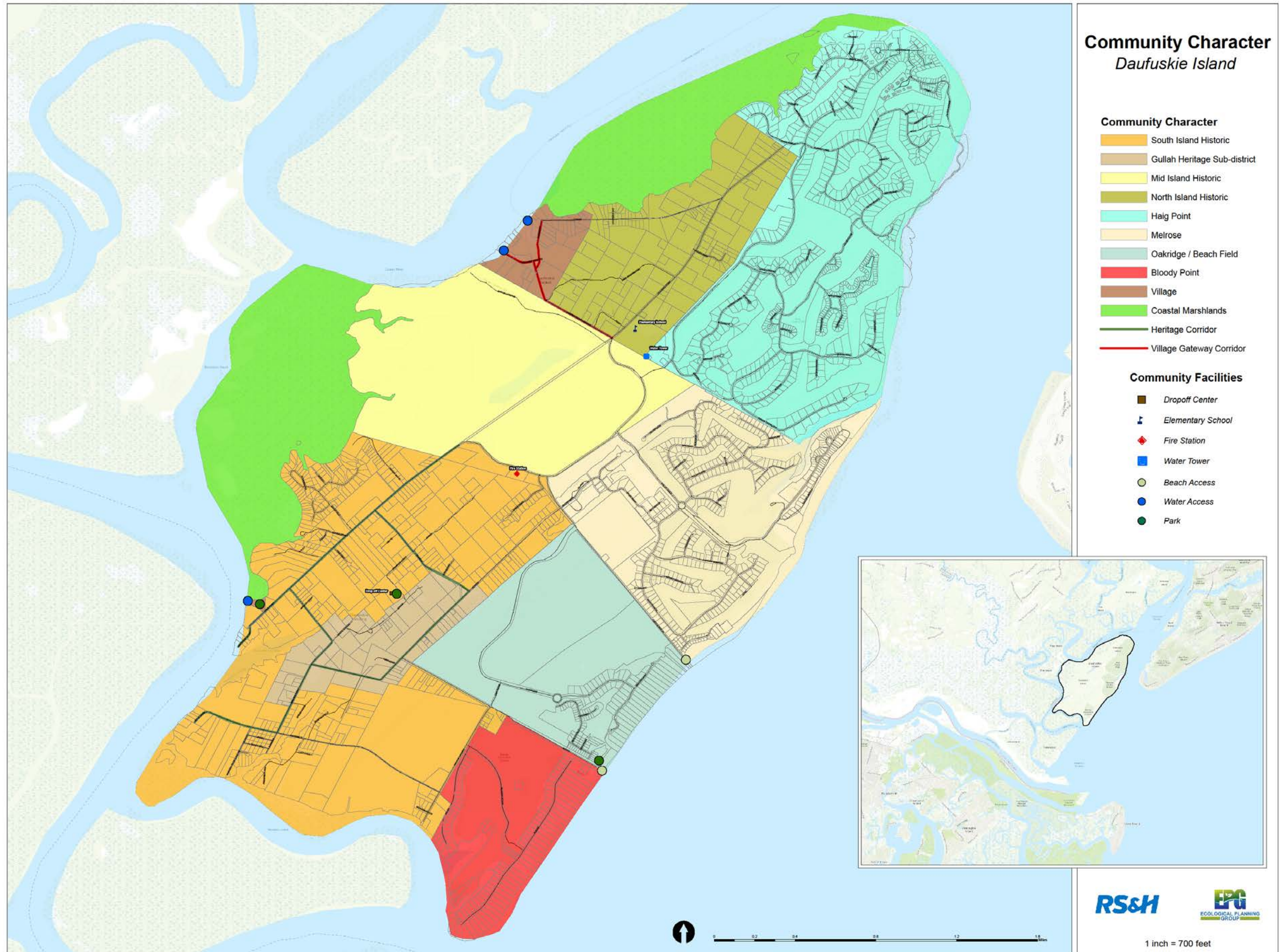




Table 15 shows each of the character areas along with the current zoning districts, including their general purpose and permitted uses.

TABLE 15. CHARACTER AREAS AND CURRENT ZONING

COMPARISON OF DAUFUSKIE ISLAND CHARACTER AREA AND CURRENT ZONING CLASSIFICATIONS			
Character Area	Current Zoning, General Status and Permitted Development Types		
	Primary Current Daufuskie Island Zoning Classification	General Current Allowable Uses	Current Base Residential Density Allowed
South Island Historic	Rural - D2R	Primarily rural in nature with agricultural uses, residential homes, and adaptive residential commercial uses not to exceed 1,000 square feet. A portion of this area is identified as conservation.	1 DU/Acre (gross)
Mid-Island Historic	Suburban - D3S	Single family homes, small B&B uses allowed, and accessory guest houses permitted, along with small office and commercial uses allowed. A portion of this area is set aside in conservation. Barge landing and permitted portal/marina	3 DU/Acre (gross)
North Island Historic	Suburban - D3S	Single family homes, small B&B uses allowed, and accessory guest houses permitted, along with small office and commercial uses allowed	3 DU/Acre (gross)



Village	General Urban - D4GU and Urban Center - D5UC	Single family and multi-family residential, B&B, Inns and Hotels, along with office and commercial uses	4 DU/Acre (gross) in D4GU and 8 DU/Acre (gross) in D5UC
Heritage Corridor	Rural - D2R	Primarily rural in nature with agricultural uses, residential homes, and adaptive residential commercial uses not to exceed 1,000 square feet	1 DU/Acre (gross)
Village Gateway Corridor	Public District - PD, Suburban - D3S, General Urban - D4GU, and Urban Center - D5UC	Public uses and civic sites as well as the uses identified in the D3S, D4GU, and D5UC above	Varies
Existing Approved PUDs	Existing Planned Unit Developments - PUD	Uses and densities as allowed by approved PUD. A portion of the Oakridge PUD has been set aside as conservation.	NA
Coastal Marshlands	Natural Preserve - T1NP	NA	NA

### Strategies Affecting All Areas

Specific development strategies were identified for each of the individual character areas and were developed to preserve and enhance the existing character within the area. Development strategies that were applicable to all of the character areas were also identified and include the following:

- New development, redevelopment and restoration should be consistent with the existing character of the area in which the development occurs.
- Enhance the pedestrian environment where feasible.
- Historic structures should be preserved whenever possible.
- Prioritize tree preservation to protect the scenic and habitat value of the area.
- Encourage land uses, through clearly defined guidelines, that protect against stormwater pollution including xeriscaping, pervious surfaces and erosion and sedimentation control.
- Require the treatment of stormwater runoff quality and quantity prior to its discharge in the marsh.
- Limit housing density, size and height through zoning.





- Develop and adopt a wayfinding and directional signage plan to ensure consistency throughout the island.
- Encourage consistency with recommended design and architectural standards.
- Restore and maintain the tree canopy.

### **Character Area: South Island Historic**

The South Island Historic character area is a unique rural residential area with some waterfront lots along the New River and Mungen Creek. In addition to the rural residential uses, low impact commercial service uses exist in this area. Most of the remaining Gullah structures lie in the South Historic area.

#### *Characteristics*

- Unique low density rural historic area
- Waterfront lots along Mungen Creek and the New River allow private water access
- Public access to water at the County dock
- Scenic views
- Low impact small commercial uses
- Small rural residential structures
- Areas of native Gullah family compounds
- Unpaved roads
- Community facilities
  - Mary Fields School
  - Fire Station
  - Church
  - Regional park at County dock site
- Cemeteries
  - Mary Field
  - White

#### *Issues*

- The Dump – location and maintenance
- Lack of buffers
- Abandoned and dilapidated structures
- County dock size/docking space
- Litter

#### *Development Strategies*

- The boat ramp, county dock and fishing pier are essential elements and should be preserved.
- Encourage safer pedestrian non-motorized mobility.
- Preserve historic structures whenever possible.
- Provide appropriate incentives for historic restoration projects.
- Preserve the scenic value of the area.
- Encourage preservation and enhancements of remaining Gullah areas
- Define a Gullah heritage area that supports the Gullah architectural styles

### Character Area: Mid-Island Historic

A critical Daufuskie Island character area, this historic area consists of the undeveloped, environmentally sensitive areas bordering the Cooper River. A portion of this area has been placed in permanent conservation.

#### *Characteristics*

- Undeveloped
- Natural habitats and environmentally sensitive areas
- Waterfront system with freshwater wetlands
- Conservation area
- Water access to Cooper River

#### *Issues*

- Development pressures
- Preservation of unique environmental resources

#### *Development Strategies*

- Support projects enhancing wildlife habitats.
- Promote the area as a recreation area and eco-tourism destination.
- Preserve the greenspace adjacent the Cooper River and freshwater wetlands.
- Incorporate environmentally sensitive elements for any permitted development

### Character Area: North Island Historic

This area is still rural in nature. The primary Island public spaces, such as the school and museum, are within this area. Some river view lots lie along Carvin Road bordering the Cooper River.

#### *Characteristics*

- Mix of housing types in a rural setting
- Low density
- Old growth trees
- Contains the public spaces of the Daufuskie Island school and Museum
- Tree canopy
- Unpaved roads
- Historic sites

#### *Issues*

- Dilapidated housing structures
- Stormwater runoff

#### *Development Strategies*

- Historic structures should be preserved whenever possible
- Enhance the pedestrian environment where feasible

- Preserve old growth trees
- Do not allow intrusion of heavy commercial uses
- Preserve the low-density character of the area
- Ensure any development does not negatively impact coastal marshlands

### Character Area: Village Centers

There are two Village character areas that have been identified. The first is the area on the Cooper River that includes the private Freeport Marina and the public ferry access point at the Melrose landing. Freeport is developed with a dock, restaurant, general store and small rental units. The second village center is located at the southern end of the island in the area surrounding the public County dock. This area includes a public park, public restrooms and, until recently, a restaurant and small general store.

#### *Characteristics*

- Primary water access points
- Contains the primary commercial land on the island
- Environmentally sensitive areas exist
- Mix of paved and unpaved roads
- Tree canopy
- Cultural amenities
  - Gullah cemetery
  - Marsh Tackies
  - Public park/restrooms
  - Building that housed a restaurant and general store
  - Community gathering space

#### *Issues*

- Public ferry dock condition at Melrose dock
- Parking near Freeport is haphazard
- Condition of buildings at the public dock area and closure of the restaurant

#### *Development Strategies*

- Encourage village center type developments in this area.
- Promote area as access portals to the island's eco-tourism and low impact recreation destinations.
- Restrict or discourage uses that could contribute to water pollution.

### Character Area: Village Gateway Corridor

This corridor runs from Old Haig Point Road to both the Melrose and Freeport marina sites along Cooper River Landing Road and Freeport Road to Carvin Road.

#### *Characteristics*

- Paved road connects Old Haig Point Road to Melrose dock
- Existing rural residential is limited along the corridor

- Historic and native housing is adjacent to corridor
- Limited development

*Issues*

- Litter along roadways

*Development Strategies*

- The corridor offers the opportunity to provide a mix of neighborhood commercial uses
- Shopping
- Crafts
- Restaurants
- Eco-tourism
- Encourage specialized commercial and mixed-use development along the corridor.
- Establish standards for a maximum percentage of residential use on a per parcel basis to encourage mixed use.
- Enhance pedestrian movements with streetscape improvements.
- Allow for an appropriate mix of retail, residential, and tourism-related uses consistent with the Plan vision.
- Implement traffic calming measures and parking improvements.
- Establish noise and sight buffers between commercial uses and adjacent residential areas.

**Character Area: Heritage Corridor**

The Heritage Corridor provides the major access routes serving the South Island Historic area and the proposed Gullah Heritage sub-area. It currently serves and links the community farm, the second village center area along with the County Dock and Park, the First African Baptist Church, Mary Fields School, and several small island shops and artist galleries.

*Characteristics*

- Part of South Historic area
- Significant historic, cultural and natural resources, including historic district designation
- Mix of paved and unpaved roads
- Uses include
  - Traditional cottages
  - Public uses/parks
  - Historic sites
  - Narrow unpaved streets

*Issues*

- Litter
- Road conditions on the unpaved portion

*Development Strategies*

- Establish standards and guidelines for signage.



- Provide signage for landmarks and commercial businesses.
- Preserve or restore historic structures whenever possible.
- Provide appropriate incentives for historic restoration projects.
- Ensure continued preservation of old growth trees, parks, and greenspace.
- Consider adoption of architectural standards for historic structures

#### **Character Area: Haig Point PUD**

This gated private golf community is located on the northern end of the Island. Amenities include golf, tennis, restaurants, and a private ferry system providing service to Hilton Head for residents, members and their guests.

#### *Characteristics*

- Gated community
- No public access
- Private ferry to Hilton Head
- Paved streets
- Golf course community
- Lighthouse and historic areas lie within gated area

#### *Issues*

- Public access to historic sites is limited

#### *Development Strategies*

- Permit only compatible uses allowed by the approved PUD agreement
- Develop agreements for access to historic sites

#### **Character Area: Melrose PUD**

This golf residential community is located on the eastern side of the Island with beach access. The development includes a resort currently owned by Redfish Holdings, LLC.

#### *Characteristics*

- Currently non-gated private community
- Low density residential with mix of single family and multi-family
- Community amenities
  - Inn
  - Golf
  - Tennis
  - Horse stables
  - Beach club/pool/restaurant facilities
- Paved roads

*Issues*

- History of bankruptcy issues
- Closure of community amenities
- Beach erosion
- Maintenance

*Development Strategies*

- Permit only compatible uses allowed by the approved PUD agreement

**Character Area: Oakridge/Beachfield PUDs**

This development is located on the eastern side of the Island and has beachfront access. Originally planned as a gated community, there is currently public access to this community.

*Characteristics*

- Non-gated private community
- Low density residential
- Paved roads
- Mostly undeveloped
- Beach access
- A section is in conservation

*Issues*

- Beach erosion
- Sensitive to storm surge

*Development Strategies*

- Permit only compatible uses allowed by the approved PUD agreement

**Character Area: Bloody Point PUD**

Bloody Point is located on the southern end of the island and has both beach access, as well as waterfront access to Mungen Creek. The most recent owner targeted Savannah as its market and provided ferry service from Bloody Point to downtown Savannah.

*Characteristics*

- Non-gated private community
- Low density residential
- Community amenities
  - Small Inn
  - Golf/Tennis/Pool
- Paved roads
- Private ferry to Savannah (not in service)
- Historic cemetery site

*Issues*

- Resort closed due to financial issues

*Development Strategies*

- Permit only compatible uses allowed by the approved PUD agreement
- Continue to provide public access to the historic cemetery site

**Character Area: Coastal Marshlands**

The coastal, saltwater marshlands primarily border the Cooper River, Ramshorn Creek and the New River.

*Characteristics*

- Unique natural environment
- Undeveloped, and not suited for development
- Flooding buffer
- Environmentally sensitive marine and wildlife habitat

*Issues*

- Impacts from adjacent development
- Stormwater runoff

*Development Strategies*

- No development should occur within or impacting these areas.

**Transportation Needs, Issues and Opportunities**

- Dedicated, well-maintained public ferry landing
- Maintain balance of paved/unpaved roads for safety, security, and access
- Reliable and convenient transportation to the Island
- Roadway maintenance
- Increasing automobile presence on the Island may result in the need to have more standard traffic markings/signage



*Chapter Six:*

*ACHIEVING THE VISION*



## CHAPTER 6: ACHIEVING THE VISION

The Daufuskie Island Comprehensive Plan identifies the action steps that the community, in coordination with Beaufort County, will undertake to achieve the community vision. These action steps are implementable and are included in the following Plan Work Program, which serves as the Priority Investment element required by the comprehensive plan legislation. This work program is specifically targeted for the Daufuskie Island community and recognizes that, as an unincorporated area, the majority of the action steps will be accomplished by volunteer groups, committees and residents and take advantage of the skills and abilities within the community. It will be critical for the implementation of the identified action steps to coordinate closely with Beaufort County

### Daufuskie Island Plan Work Program

The action steps and components of the Work Program have been identified to achieve the goals for the Island established during the planning process. Each of the identified action steps are categorized under its intended goal. To identify responsible party for moving the recommended action items forward, the implementation plan is centered on the Daufuskie Island Council and its existing committee structure. These existing committees include:

- Cultural and Historic Preservation
- Island Plan and Code
- External Outreach
- Ferry
- Roads
- Island Amenities
- Solid Waste
- Resources

The restructured committees incorporate all of these existing areas of focus, while combining and/or broadening the scope of interest for some committees. The updated committee structure, which will be standing Council committees, is shown along with the comparison to the existing committee structure and scope is shown in Table 16.



TABLE 16. 2018 COMMITTEE STRUCTURE

2018 Committee	Previous Committee	Scope
Cultural, Historic, and Natural Preservation	Cultural and Historic Preservation	Protection, preservation and enhancement of community cultural and historic resources
Island Plan and Code	Same	Plan implementation
Coordination	External Outreach	Coordination with Beaufort County; local governments; state, local and regional agencies
Transportation	Ferry Roads	Focus on all multimodal transportation needs and infrastructure
Community Facilities and Assets	Island Amenities Solid Waste	Focus on the maintenance, enhancement and development of facilities and infrastructure
Resource Development and Grants	Resource	Focus on marketing, branding, identification of financial resources and grant opportunities
Economic Development	None	Focus on economic development opportunities, promotion and education in coordination with the other committees

The community of Daufuskie Island includes many talented and accomplished residents with numerous contacts who can provide insight and assistance into all of these areas. A network of resources will need to be established that can, and are willing to provide support to each of these committees and their activities.

**Daufuskie Island Goals**

The following goals, not shown in any priority order, were identified by the community during the planning process:

- A. Preservation of community character
- B. Balance growth and development with the existing community character
- C. Promote a sustainable economy compatible with existing community character
- D. Preserve and enhance community assets, including the natural beauty of the island
- E. Promote environmental stewardship
- F. Preserve the island history and culture, including a focus on the native Gullah heritage

Each of the work items have been structured to assist in achieving these goals. Many of the action items identified will incorporate multiple goals. Each of the items also includes a





timeframe for action and/or if it is an ongoing activity. The identified timeframes are as follows:

- Short-range: 1-2 years
- Mid-Range: 3-5 years
- Long-Range: 5-10 years



*Work Plan to Achieve Island Goals*

Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
<b>ECONOMIC DEVELOPMENT COMMITTEE</b>			
Promote eco-tourism and off-peak tourism	A,B,C,E	Ongoing	DI Council Committee and Volunteer Time/Eco-Tourism includes both existing peak season and promotion of tourism in off-peak season
Identify group camping sites and ensure sites are in accordance with code	A,B,C,E	Short-Range	DI Council Committee and Volunteer Time/Coordination with Plan Implementation Committee
Develop marketing and branding to effectively market Daufuskie Island as an eco-tourism destination	B,C	Short-Range/Ongoing	DI Council Committee and Volunteer Time/Identify resources for assistance with marketing and branding
Coordinate with existing birding trails and develop amenities for birding trail sites on Daufuskie Island	B,C,D	Mid-Range	DI Council Committee and Volunteer Time/Identify resources and assistance for research and coordination opportunities
Promote agri-business in coordination and cooperation with Daufuskie Community Farm	B,C,D,F	Mid-Range	DI Council Committee and Volunteer Time/Coordinate with Community Farm and other agri-business organizations to understand and develop opportunities
Work with Daufuskie small business initiative and SCORE Association (Service Corps of Retired Executives) to develop a support network and small business incubator	B,C	Long-Range	DI Council Committee and Volunteer Time/Coordinate with SCORE





Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Provide educational opportunities for the community to understand development requirements, pro-formas, etc.	B,C	Short-Range	DI Council Committee and Volunteer Time/Identify educational resources
Develop economic base to ensure young people can remain on the island and earn a living.	B,C	Ongoing	DI Council Committee and Volunteer Time
<b>COMMUNITY FACILITIES AND ASSETS COMMITTEE</b>			
Continue to work with County and community organizations and members to address the issues with the existing dump site with potential short-term solutions, ie. fencing, manning the facility, covered dumpsters	D,E	Ongoing	DI Council Committee, Community Organization and Citizen Volunteer Time
Continue to coordinate on a long-term, sustainable solid waste facility	D,E	Mid-Range	DI Council Committee, Community Organization and Citizen Volunteer Time
Continue and expand Adopt-A-Road Program	A,D,E	Ongoing	Volunteer time/Coordination with Daufuskie Island Conservancy
Coordinate to include in tourist pamphlets information regarding litter prevention and golf cart safety	A,B,D,E	Short-Range	DI Council Committee and Volunteer Time/Coordination with Existing Businesses with Tourist Information
Organize a volunteer network to maintain public facilities	A,B,D,E	Ongoing	DI Council Committee and Volunteer Time
Ensure roadway and dumpsite grading do not adversely impact environmental resources and drainage	E	Ongoing	DI Council Committee/Coordination with County



Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Identify services lacking for year-round Island residents, including those needed to serve aging populations, and prioritize need to develop options for meeting the identified needs	B,C	Ongoing	DI Council Committee, Community and Volunteer Time/Coordination with County, Other Organizations to Potentially Meet Needs
<b>PLAN IMPLEMENTATION COMMITTEE</b>			
Update and simplify Island Code	A,B,C,D,E,F	Short-Term	DI Council Committee
Monitor progress of plan recommendations	A,B,C,D,E,F	Ongoing	DI Council Committee
Establish on-island planning advisory board to provide input to County and County Planning Commission regarding Island developments and consistency with code	A,B,C,D,E,F	Short-Term/Ongoing	DI Council Committee
<b>TRANSPORTATION COMMITTEE</b>			
Work with County to identify and implement potential road material that can stabilize the unpaved roads without paving to avoid additional impervious surfaces and drainage issues	A,D,E	Mid-Term	DI Council Committee
Continue to Coordinate with County and Palmetto Breeze to provide stable, consistent, and quality public ferry service	A,B,C	Ongoing	DI Council Committee
Open discussions with SCDOT/Office of Public Transit to gain understanding of transit funding and explore additional options	A,B,C	Short-Term	DI Council Committee



Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Research other ferry systems' organizational structures, funding mechanisms to identify potential models	A,B,C	Short-Term	DI Council Committee
Continue to coordinate with County on acquisition of rights of way on roads maintained by the County for more than 20 years.	A,B,D,F	Ongoing	DI Council Committee
<b>CULTURAL/HISTORIC/NATURAL PRESERVATION COMMITTEE</b>			
Work with the Gullah Geechee National Heritage Corridor to promote Daufuskie and identify opportunities for heritage preservation and potential funding	A,B,D,F	Ongoing	DI Council Committee/Community Organizations and Community Members Volunteer Time
Coordinate with organizations such as the Preservation SC, Daufuskie Island Historical Foundation and other interested parties and agencies to address preservation of historic Gullah houses and identify grant opportunities	A,B,D,F	Ongoing	DI Council Committee/Community Organizations and Community Members Volunteer Time
Work with and support existing preservation groups on the island	A,B,D,E,F	Ongoing	DI Council Committee/Community Organizations and Community Members Volunteer Time
Meet with Tybee Island officials and SC state agencies to understand grant opportunities for beach renourishment	D,E	Short-Term	DI Council



Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Coordinate with Beaufort County to conduct a significant tree survey and develop protections within the code for significant trees	A,B,D,E	Mid-Term	DI Council/Beaufort County Staff Time
Continue with existing wayfinding signage	A,B,C,F	Ongoing	DI Council Committee/Community Organizations and Community Members Volunteer Time
<b>COORDINATION COMMITTEE</b>			
Continue close coordination with Beaufort County staff and elected officials on issues affecting Daufuskie Island	A,B,C,D,E,F	Ongoing	DI Council and Committee
Work with Beaufort County, state and regional agencies to identify funding for grants researcher and writer	A,B,C,D,E,F	Short-Term	DI Council and Committee
Establish committee, including Beaufort County officials, to examine and identify governance options for the Island	A,B,C,D,E,F	Mid-Term	DI Council and Committee
Continue to use existing tools to communicate community information (website, social media)	A,B,C,D,E,F	Ongoing	DI Council and Committee
Coordinate with Daufuskie Island Fire and Emergency Services and Beaufort County Emergency Management officials to educate and inform residents on hurricane preparedness	A,B,C,D,E,F	Ongoing	DI Council and Committee





Action Items	Goal Addressed by Action Item	Timeframe	Cost Estimate/Notes
Work with state economic development agencies and tourism agencies for assistance and support in developing programs to capitalize on tourism	A,B,C,D,E,F	Ongoing	DI Council and Committee
<b>RESOURCE DEVELOPMENT AND GRANTS COMMITTEE</b>			
Utilize existing community resources to identify potential grant opportunities	A,B,C,D,E,F	Short-Term	DI Council Committee and Community Organizations
Coordinate with community resources, organizations and businesses to develop major Island festival (in addition to Daufuskie Days)	A,B,C,D,E,F	Short-Term	DI Council Committee, Community Organizations and Businesses
Identify and hire grants researcher/writer (part time)	A,B,C,D,E,F	Long-Term	DI Council/Funding from Organizations, Proceeds from Fund-raisers and Festival



*APPENDICES*



## APPENDICES

- Community Participation Documentation
- Survey Results
- Existing Conditions Mapping





COMMUNITY PARTICIPATION DOCUMENTATION:

Community Workshop # 1

June 29, 2017





THE UPDATE OF THE DAUFUSKIE ISLAND PLAN IS UNDERWAY AND...

# WE NEED YOU!

*THURSDAY, JUNE 29<sup>th</sup>*

*5:00 -6:30 PM*

*MARY FIELDS SCHOOL*

The Daufuskie Island Plan will chart the future course of the Island *and your participation is vital*. There are several ways to participate:

**PUBLIC MEETINGS** - *The first meeting is scheduled for Thursday, June 29<sup>th</sup> at Mary Fields School, 5:00 PM to 6:30 PM.* Light refreshments will be provided. In addition to this first meeting, there will be a series of additional public meetings over the course of the plan development that will provide interactive opportunities for your feedback and input.

**COMMITTEE ON THE DAUFUSKIE ISLAND PLAN AND CODE**- This group is a committee of the Daufuskie Island Council established to guide the process of updating the plan and code. This committee of Council will serve as the Project Advisory Committee during the plan development and will meet regularly over the course of the process. These meetings are open to the public and all are welcome to attend. The Committee and the technical project team are listed below.

## COMMITTEE ON THE DAUFUSKIE ISLAND PLAN AND CODE

DAUFUSKIE ISLAND COUNCIL MEMBERS	CITIZEN MEMBERS
Deborah Smith, Committee Chair	Leeann Coulter
Darnell Brawner	Martha Hutton
Sallie Ann Robinson	Andy Mason
John Schartner	Geoff Jenkins

## PROJECT TEAM

Tony Criscitello, Director, Beaufort County Planning Department
Beverly Davis, AICP
"Sonny" Timmerman, P.E., AICP



# DAUFUSKIE ISLAND COMPREHENSIVE PLAN UPDATE

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## PUBLIC WORKSHOP #1

Thursday, June 29, 2017 5:00 – 6:30 pm  
Mary Fields School, Daufuskie Island

### **AGENDA:**

- 1. Welcome and Introductions**
- 2. Study Overview Presentation**
- 3. Group Exercise**
- 4. Next Steps**
- 5. Adjourn**

**The Comprehensive Plan charts the future course of the Island and your participation is vital.**



**DAUFUSKIE ISLAND PLAN AND  
CODE UPDATE**

*June 29, 2017*



**Agenda**

- The Plan Update and Process*
- Public Involvement/Participation*
- Schedule and Key Milestones*
- Review of Other Plans: Vision / Goals*
- Small Group Exercise*
- Next Steps*

**RS&H**

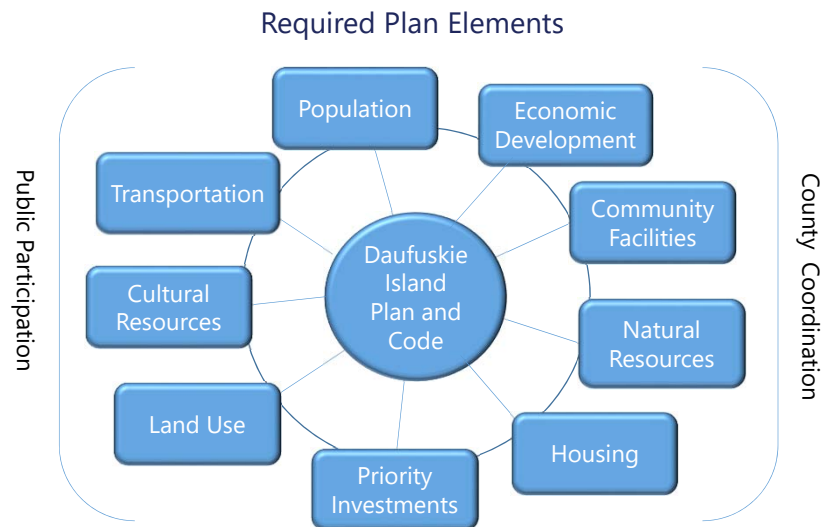
## Plan Update

- » Daufuskie Island Council Initiative
  - Deborah Smith, Chair, Committee on the Daufuskie Island Plan and Code
  - Darnell Brawner, Council Member
  - Sallie Ann Robinson, Council Member
  - John Schartner, Council Member
  - Leeann Coulter, Public Member
  - Martha Hutton, Public Member
  - Andy Mason, Public Member
  - Geoff Jenkins, Public Member
  
- » Council Committee serves as the Project Advisory Committee

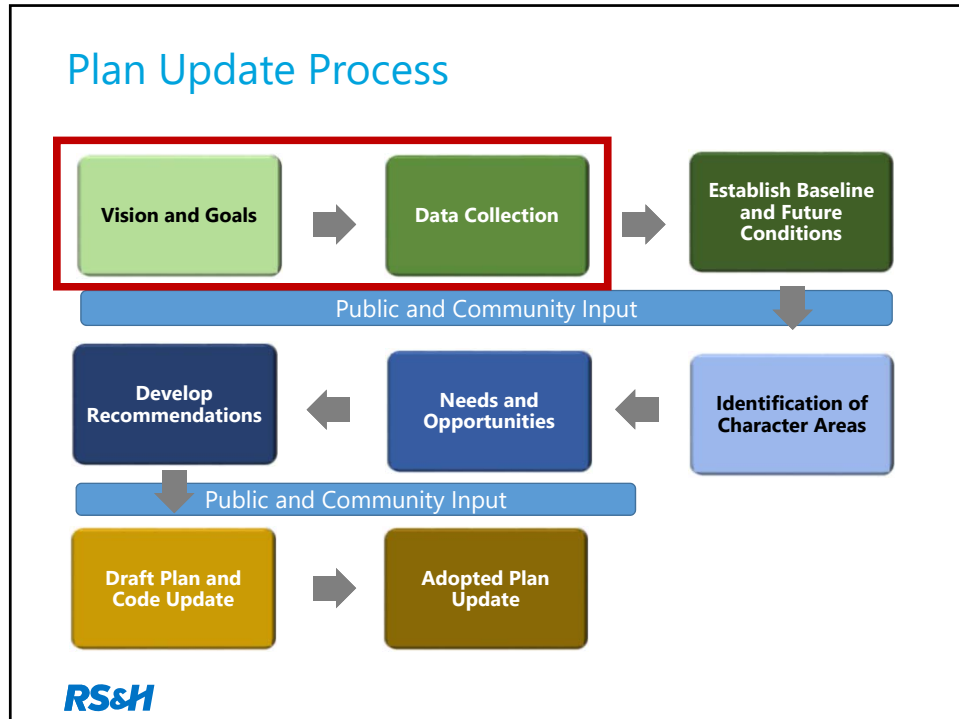


## Comprehensive Plan Update Process

- » Completed within the Framework of State Planning Requirements and Beaufort County Plan







### Public Involvement/Participation

- » Public/Community Involvement is the Foundation of the Plan Development
- » Opportunities for Input
  - Project Advisory Committee
    - Participants meet regularly throughout the process
    - Opportunities for input at the detailed, technical analysis level
    - Open to the public
  - Public/Community Workshops
    - Meetings held throughout the process
    - Interactive and participatory
    - Focused at a higher, recommendation level
  - Daufuskie Council, Beaufort County Council and Planning Commission
    - Updates throughout the process

**RS&H**

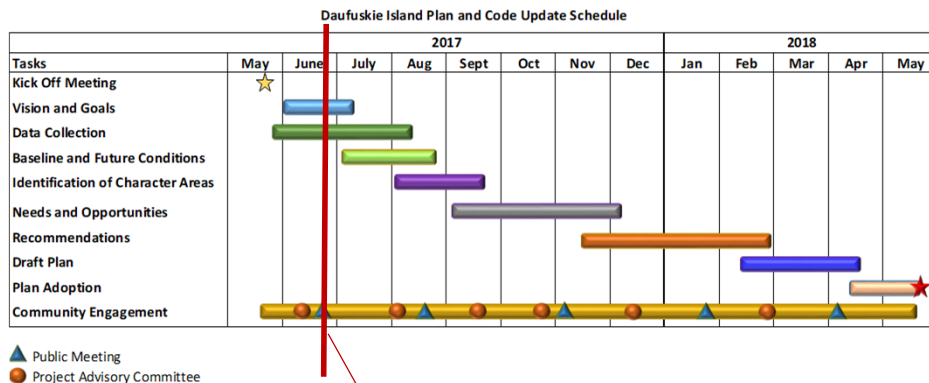
## Public Involvement/Participation

- » Public Meetings/Workshops:
  - June 29, 2017
    - Review of planning process
    - Vision Statement
  - August, 2017
    - Finalize vision statement
    - Character Areas – Needs, Opportunities, Goals
  - October/November, 2017
    - Draft Recommendations by Character Areas
  - January, 2018
    - Plan Presentation and Needed Code Revisions
  - March, 2018
    - Code Revisions

- » Governmental Coordination:
  - Daufuskie Island Council
    - Monthly Updates
    - April, 2018 – Recommendation for Adoption
  - Beaufort County Council and Planning Commission
    - Milestone Presentations
    - County Council Adoption – May, 2018



## Project Schedule



We Are Here



*QUESTIONS?*



**RS&H**

*REVIEW OF OTHER PLANS*



**RS&H**

## Beaufort County Comprehensive Plan

- » Overall Vision
  - *“ Promote safe and healthy communities that preserve and build on the County’s unique sense of place; and promote sustainable economic opportunities that allow all County residents to thrive and prosper”*
- » Eight Vision Statements
  - *Preserve the natural beauty*
  - *Create new industries and jobs for a strong economy*
  - *Build better roads and encourage two-wheeled and two-footed travel*
  - *Preserve the rich cultural heritage*
  - *Permit development while maintaining sense of place*
  - *Create parks and conserve open spaces*
  - *Ensure affordable housing for all residents*
  - *Provide public services without breaking the bank*



## Tourism Product Development Concept for the Lowcountry Region (SC PRT)

- » Daufuskie Island
  - *“Even by the extremely high standards of the Lowcountry, Daufuskie Island represents a unique asset.*
  - *As an ecotourism destination, further large scale real estate development should be prohibited, and strict zoning controls placed on the development of new structures.*
  - *Sustainable energy and transport options and recycling for the Island should be developed, and unsealed roadways left in their present condition.*
  - *Consideration should be given to the designation of an historic area in order to identify and preserve a zone where examples of the Island’s unique architecture may be relocated and preserved.”*





## Other Plans

- » Southern Beaufort County Plan
  - Two regional parks
    - County Dock site
    - Beach Access from Beach Road
- » Gullah Geechee Special Resource Study
  - Documentation of Gullah culture and loss of cultural assets to development
  - Recommendation: Protect resources through establishment of a Gullah/Geechee National Heritage Area



## Other Plans: Addendum 7/10/17

- » Daufuskie Island Conceptual Master Plan Charrette Report
  - Clemson Institute for Economic and Community Development
    - Recognition of Daufuskie's uniqueness
    - Focused on development of a plan and zoning recommendations
      - Maintain Haig Point Road as currently configured, with parallel path for walking, bicycles and golf carts
      - Protection of neighborhoods outside of the resort plantations and emphasizing Daufuskie style of land use/architecture
      - Mixed use district at south end of the island at county dock area
      - New public landing in the island center (Melrose/Freeport area) to become main portal
      - Updated zoning categories allowing small retail/businesses particularly in the center portal and southern portal



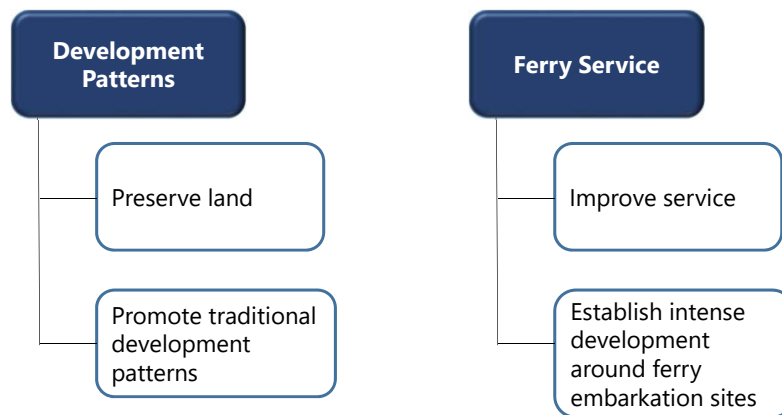
## Other Plans: Addendum 7/10/17

» Daufuskie Island Conceptual Master Plan Charrette Report  
– Clemson Institute for Economic and Community Development

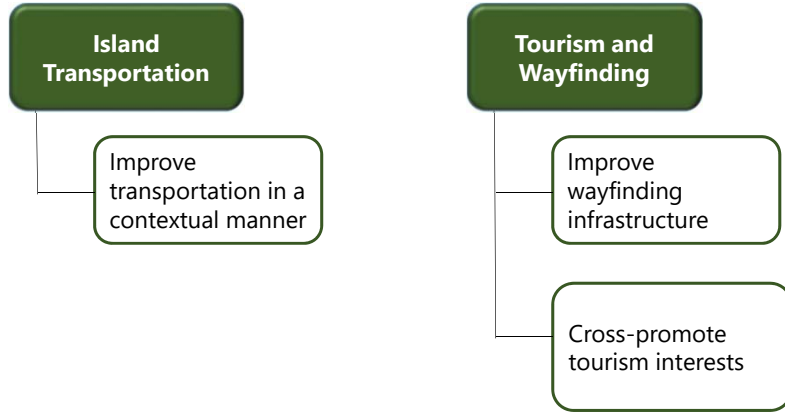
- "Daufuskie Island Covenant": *Similar to a vision statement*
  - Preservation of traditional island way of life while preparing for a prosperous future by responsible growth and maintaining values
  - Preservation of natural, cultural, historic resources
  - Civic engagement, economic diversity, sustainable development
  - Quality of life for generations
  - Welcome newcomers and opportunities while preserving island values



## Daufuskie Island Plan

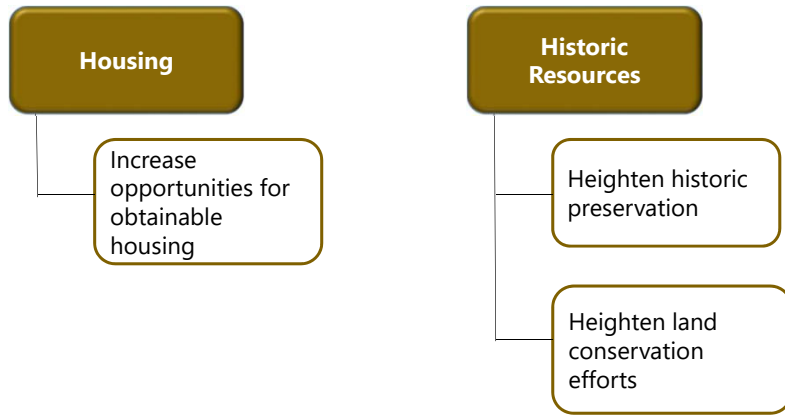


## Daufuskie Island Plan



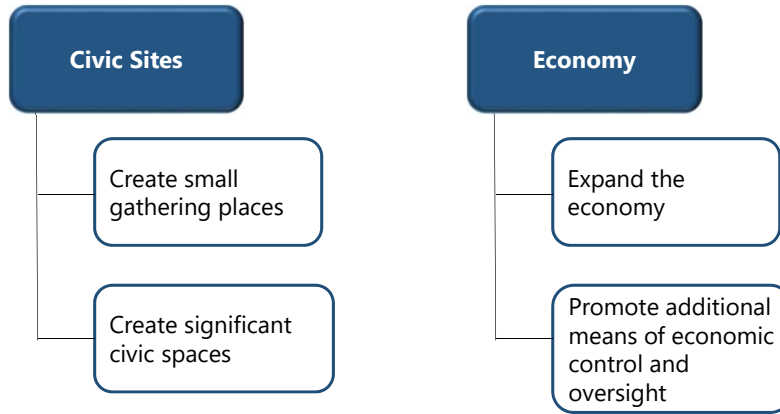
**RS&H**

## Daufuskie Island Plan



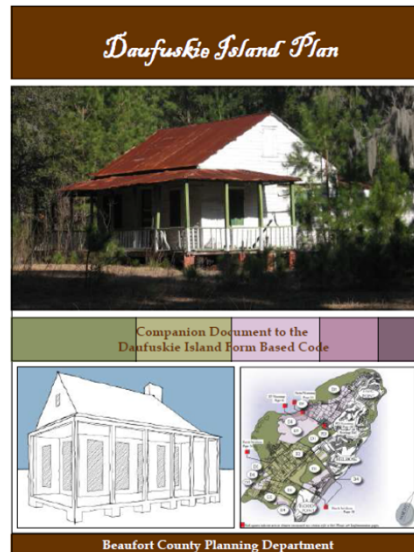
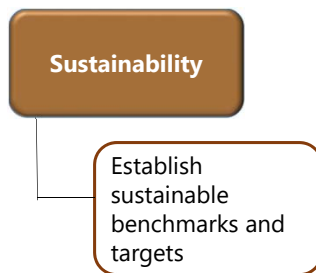
**RS&H**

## Daufuskie Island Plan



**RS&H**

## Daufuskie Island Plan



**RS&H**



QUESTIONS?



**RS&H**

GROUP EXERCISE



**RS&H**

## Group Exercise – Island Vision

- » Vision
  - What do we want to be when we grow up?
  - Provides the framework for the plan
- » Facilitated Discussion to Develop Vision Statement Elements
  - Brief review of other Vision Statements
  - Identification of priorities
- » Group Results will be Displayed and Top Priorities Identified by Participants
  - Sticky dots
- » **REMEMBER**
  - **Agree or Disagree...Every opinion is valid**



**RS&H**

## Next Steps

- » Data Collection
  - Develop existing conditions to present at next public meeting
- » Develop draft vision statement based on workshop results and list of priorities
- » Disseminate draft vision statement and priorities in a survey (on-line and hard copy) for additional feedback
- » Project Advisory Committee meetings – all are welcome!
- » Next public meeting (August)
  - Finalize vision statement
  - Existing conditions
  - Identify character areas

**RS&H**

**EXAMPLE LOCAL GOVERNMENT VISION STATEMENTS**

<p>Tybee Island, GA</p>	<p>As concerned citizens of The City of Tybee Island, we will be conscientious <b>stewards of our unique historic and cultural heritage, environmental resources, and diverse economic community</b>. We will also ensure that our <b>growth does not exceed the Island's carrying capacity</b>. We will foster a <b>vibrant, year-round economy</b> and support our business community in its goal to provide quality services and facilities for both residents and visitors. We will provide increased recreational and educational opportunities for all age groups to <b>promote Tybee Island as a family-friendly, four season vacation destination, while enhancing the distinctive atmosphere of our Island life</b>.</p>
<p>Isle of Palms, SC</p>	<p>Isle of Palms has developed into a premier barrier island residential community with a variety of housing styles, commercial uses and recreational facilities and the natural resources that make Isle of Palms such a wonderful place to live and visit remain intact and in good condition. Measures that will <b>enhance the existing character of the island</b> as a quality place to live, and <b>protect the environment</b> both on and around the island, must be taken <b>to guide development and preserve the quality of life</b> for generations to come.</p>
<p>Key West, FL</p>	<p>Our mission is to <b>protect our natural and built environment</b> and <b>honor our local heritage and cultural identity</b> with citizens actively engaged in the life of our neighborhoods and community. Together we shall <b>promote ongoing redevelopment of a sustainable economy, quality of life</b>, and modern city infrastructure. Our government shall act on behalf of the long-term, generational interests of residents and visitors of Key West.</p>
<p>Manteo, NC</p>	<p>Manteo will <b>maintain its character as a small town occupied year round, with an economy that accommodates intensive tourism</b> during the summer. The town will <b>promote limited, planned growth</b>, encourage the provision of <b>affordable housing</b>, and integrate the various parts of the town through a combination of improved traffic management and pedestrian improvements, while celebrating the past history and continuity of life of the early settlers and recent arrivals alike. The town <b>encourages new building and redevelopment alike respect and maintain their compatibility</b> with the town's standards and styles.</p>
<p>Franklin County, FL (Apalachicola)</p>	<p>Ensure that the character and location of land uses in Franklin County <b>minimize the threat to the natural environment or public health, safety, and welfare</b>, and <b>maximize the protection of the Apalachicola Bay</b>, while <b>respecting individual property rights</b>.</p>
<p>St Marys, GA</p>	<p>The City of St. Marys goals are to <b>maintain our welcoming, small-town community atmosphere</b> as a Georgia gateway and destination; and to remain committed <b>to investing in our natural and cultural resources</b> while proactively <b>planning for continued myriad growth opportunities</b>. Our priorities include: creating an open and engaging community that is committed to <b>improving quality of life</b> through expanding opportunities <b>for economic development</b> and implementing policies that will foster <b>sustainable growth</b>.</p>

**EXAMPLE VISION STATEMENTS: ISLANDS ACCESSIBLE ONLY BY BOAT**

<p><b>Bald Head Island, NC</b> Yr. Round Pop: 177 Area: ~ 9.5 sq. mi. Private ferry operator</p>	<p>Bald Head Island is a residential, family oriented community and major family vacation destination committed to <b>living in harmony with nature</b> while being <b>supportive of activities and services necessary to enhance the quality of life on the island.</b></p>
<p><b>Mackinac Island, MI</b> Yr. Round Pop: 489 Area: ~4 sq. mi. Private ferry operators</p>	<p><b>Maintain a high quality of life</b> for both present and future island residents; <b>preserve the physical, social, environmental, historical and cultural characteristics</b> of the island; guide new development in a manner that conserves natural features, <b>protects environmentally sensitive areas</b>, and meets the long term needs of the community while <b>recognize land owners’ rights to reasonable use of their land; balance the rate of land development with the available public facilities, services and infrastructure.</b></p>
<p><b>Avalon, CA (Catalina Island)</b> Yr. Round Pop: 3,802 Area: ~ 3 sq. mi. (Village) ~ 76 sq. mi. (Isl.) (85% in Conservancy) Private ferry operators</p>	<p>Maintain a <b>population size, both residents and visitors, that is consistent with the natural resources, public service and other factors</b> while continuing to <b>attract, accommodate and satisfy tourists</b> upon which the local community is dependent; maintain and <b>enhance the unique ecology and environmental features</b>; Exemplify <b>environmental awareness and stewardship</b>; provide services to all type of visitors and <b>maintain the sense of place</b> that is the draw for tourists and residents alike.</p>
<p><b>Little Gasparilla Island, FL</b> Yr. Round Pop: ~100 Area: ~ 3 sq. mi. Private water taxi</p>	<p>Little Gasparilla Island is a pristine piece of old Florida, conveniently located minutes from the mainland and its amenities and services. <b>Quiet, peaceful and uncrowded</b>, the island is an <b>informal, yet cooperative collection of residents who cherish the breathtaking beauty of their unique island home and easy-going lifestyle.</b> The island combines <b>history, nature and individuality.</b></p>
<p><b>Anderson Island, WA</b> Yr. Round Pop: 1,037 Area: ~ 8 sq. mi. Pierce Co. operated ferry</p>	<p>Anderson Island is a historic and rural residential community with an attractive and compact central node. <b>Growth on the island is managed to retain the historic and caring character, foster a sense of community and diversity and preserve the natural environment.</b> Residential and commercial <b>development is designed to integrate into the natural surroundings and infrastructure and services supports a diversity of resident’s needs.</b></p>
<p><b>Guemes Island, WA</b> Yr. Round Pop: 605 Area: ~ 8 sq. mi. Skagit Co. operated ferry</p>	<p>To <b>allow growth that will conserve the island’s groundwater resources, rural character, and sense of community.</b> Rural character includes both the amenities of the <b>natural environment</b> and the <b>lack of urban-scale development</b> and applies the non-visual aspects of rural life, including <b>self-sufficiency, sense of community and mix of land uses.</b></p>
<p><b>Nantucket, MA</b> Yr. Round Pop: 10,000 Area: ~ 49 sq. mi. (40% Cons.) State and private ferries</p>	<p>To <b>create and sustain a healthy community</b>, one whose residents have <b>stability and security with resources protected</b> for future generations.</p>

**Guemes Island Sub-Area Plan: Island Welcome: Capturing the Vision**

*“As you walk here step gently, enjoy the young raven in the ancient fir tree that shades the cattail marsh just up from the beach*

*Sense the harmony of the islanders as they go about with an unhurried pace, a kind wave of the hand for all passers by*

*Admire the quiet. Breathe the peace we all try to preserve for each other; and do no harm here to our place...to our home.”* – Gary Davis, Guemes Island Poet

**TOP FIVE THINGS I LOVE ABOUT DAUFUSKIE ISLAND  
PUBLIC MEETING JUNE 29, 2017**

**HISTORIC DISTRICT (8 Responses)**

NATURE/ENVIRONMENT	LOCATION		CHARACTER	SENSE OF COMMUNITY	SAFETY	HISTORY	WATER	ECONOMY
	RURAL LIFESTYLE	GEOGRAPHIC ISOLATION						
Beauty Natural Beauty Natural Beauty Nature Nature and woodlands Nature- Trees Wildlife	Low density population No traffic No traffic Quiet Quiet Quiet and peaceful Rural Sand roads Simplicity Small population	Close to modern stuff Island is not for everyone Location Seclusion Separation from the world	A little wild Atmosphere	Diverse demographics Friendly People Friends People People People People	Safe community	History/Heritage	River and ocean Waterways Beach Water	Home based businesses Opportunities for new small businesses Unique small businesses

**HAIG POINT (8 Responses)**

NATURE/ENVIRONMENT	LOCATION		CHARACTER	SENSE OF COMMUNITY	SAFETY	HISTORY	WATER	ECONOMY
	RURAL LIFESTYLE	GEOGRAPHIC ISOLATION						
Beautiful Environment Environment Natural beauty Natural beauty Natural beauty Nature Wildlife Wildlife	Calm/Serene No artificial structure No traffic Quiet Remoteness/rural Rural Rural	Inconvenience/commitment to be here Insulation Isolated but connected No bridge No bridge No bridge Remote but connected/ease of use	Artisan culture Bugs-Keeps yankees away Character/Quirkiness Distinct areas No cops Opportunity to be yourself Quality of life Slow pace of life Uniqueness	Community culture Community involvement Diverse community Diverse demographics Friendly people People Sense of community Sense of community	Safety Safety	Historic	Waterfront	Small businesses

**MELROSE (9 Responses)**

NATURE/ENVIRONMENT	LOCATION		CHARACTER	SENSE OF COMMUNITY	SAFETY	HISTORY	WATER	ECONOMY
	RURAL LIFESTYLE	GEOGRAPHIC ISOLATION						
Natural beauty Natural beauty Natural beauty Natural beauty Natural beauty Natural beauty/diversity Wildlife	Connection with nature Dirt roads Golf cart transportation No franchises No traffic Non-Commercialized Not overbuilt/avoid overdevelopment Quiet Quiet Quiet/peaceful Remote/undeveloped Retreat/Restorative Rural Rural Uncrowded Uncrowded Undeveloped	Island/no bridge Moat	Culture Distinct areas Distinct communities Healthy lifestyle Unique character Uniqueness	Community/family Diversity Friendly Friendly people Neighborly People People Sense of community Sense of community	Safety Safety	History History	Beautiful beaches Beach	

**\*\* NOTE: No participants identified their address in Bloody Point**



GROUP EXERCISE RESULTS: PUBLIC MEETING JUNE 29, 2017

Community Character		Growth/Development		Environment		Economy		Community Assets		History/Culture		Access		Infrastructure	
Balance lifestyle with commercial presence	4	Balance growth with community character	10	Enhance cleanliness	1	Ability to earn a living	3	Community meeting space/event space	1	Continued artisan support: accentuate and highlight	2	No bridge	3	Provide dedicated public ferry landing	2
Beautiful, tree lined roadway network	---	Balance prosperity while maintaining character	4	Maintain/preserve natural beauty	5	Build on strengths of the island	1	Maintain access of the river	1	Foster the arts	3	Preserve limited access	1	Provide island with sufficient infrastructure to support growth: community wastewater, underground utilities, sustainable refuse collection, water supply	---
Diverse demographics	3	Sensible growth	4	Preserve natural environment	3	Enhance tourism economy	---	Preservation of waterfront	2	Maintain Preserve historical assets	6	Preserve limited access to the island/no bridge	2	Maintain balance of paved/unpaved roads for safety, security, and access	---
Environment not overly commercialized	1			Preserve natural environment and lack of pollution and noise	2	Foster small agri-business	---	Preserve beach	---	Preserve historic/cultural assets	1	Preserve remoteness with proximity to "other world"	1	Transportation on and off the island	2
Extraordinary community involvement and welcoming people	1			Preserve open space	---	Increased tourism in a mindful way	2	Preserve local island school	---	Preserve historical and cultural heritage	1			Balance of transportation infrastructure/roads	3
Islanders want to be here and forgo convenience	4			Preserve undeveloped nature	---	Maintain diverse, unique small businesses	6	Preserve local school	---	Preserve history and culture	2				
Keep uniqueness of the island	3			Preserve wildlife	1	Maintain natural resources/expand eco-tourism	---	Preserve public access to waterfront/river/public beach	2	Preserving architectural integrity and diversity	3				
Maintain pace of life	4			Preserve wildlife habitat	2	Provide meaningful work opportunities	2	Use existing assets for community purposes	3						
Maintain quiet	1			Tour space for viewing natural assets	2	Provide sustainable economy that promotes quality of life and maintaining island character	1	Preserve fire/EMT services	---						
Maintain rustic character	---			Vegetative Buffers	---	Showcase Daufuskie opportunities	1	Preserve community spaces (parks, meeting spaces)	2						
Maintain the character	4			Well managed model of natural environment	2	Sustainable tourism	2	Establish good working relationship with Beaufort County	1						
Maintain tight knit community	3														
No big developments	4														
Open community interaction and neighborly															
Preserve diversity	2														
Preserve different character of communities	2														
Preserve eco-system and dirt roads	2														
Preserve friendliness and sense of community	4														
Preserve our way of life	3														
Preserve peace and quiet	3														
Preserve rustic character	1														
Preserve rustic character, homebased businesses, unpaved roads, architecture	3														
Preserve unique, quiet and safe environment	1														
Preseve community culture	1														
Rural character	3														
Rural nature and low density	5														
Safe community	---														
Safety in adventures for children	2														
Support vibrant lifestyle of residents while maintaining the restorative aspects	2														
<b>Total Votes</b>	<b>66</b>		<b>18</b>		<b>18</b>		<b>18</b>		<b>12</b>		<b>18</b>		<b>7</b>		<b>7</b>

Public Meeting # 1: 6/29/17



Public Meeting # 1: 6/29/17





Public Meeting # 1: 6/29/17

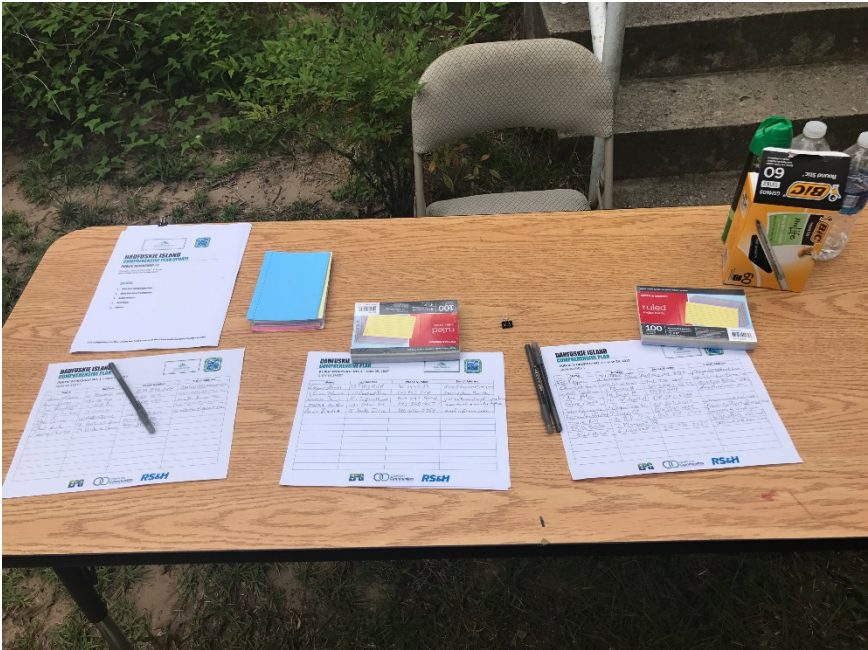


Public Meeting # 1: 6/29/17





Public Meeting # 1: 6/29/17





COMMUNITY PARTICIPATION DOCUMENTATION:

Community Workshop # 2

October 2, 2017

(Postponed from August 28, 2017 due to inclement weather)



# DAUFUSKIE ISLAND COMPREHENSIVE PLAN UPDATE

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## PUBLIC WORKSHOP #2

**Monday, August 28, 2017**  
**Mary Fields School, Daufuskie Island**

### AGENDA:

1. Welcome and Introductions
2. Study Update and Schedule
3. Survey Results
4. Existing Conditions Overview
5. Character Area Overview
6. Group Exercise
  - a. Character Area Identification
  - b. Issues
7. Next Steps
8. Adjourn

**The Comprehensive Plan charts the future course of the Island and your participation is vital.**



**DAUFUSKIE ISLAND PLAN AND CODE UPDATE  
PUBLIC MEETING – 8/28/17**



**WHAT IS A CHARACTER AREA?**

- Local jurisdictions are comprised of smaller areas that have their own set of defining characteristics
- Planning tool to address specific issues and identify strategies specifically for these areas
- Specific geographic area with the following
  - Unique or special characteristics
  - Potential to evolve into a unique area
  - Require special attention due to unique development issues
- Serves as a guide for land use, zoning, and public investments to ensure the area meets the overall vision

**EXAMPLES OF CHARACTER AREAS: TYBEE ISLAND COMPREHENSIVE PLAN**

**BACK RIVER NEIGHBORHOOD**

Characteristics	Issues
<ul style="list-style-type: none"> <li>• Unique residential neighborhood</li> <li>• Waterfront lots</li> <li>• Beach access along the Back River</li> <li>• Public access to water</li> <li>• Open space</li> <li>• Scenic views</li> <li>• Low impact commercial service uses</li> </ul>	<ul style="list-style-type: none"> <li>• Identification and protection of historic properties</li> <li>• Maintaining unique Tybee sense of place</li> <li>• Protecting the interests of full time residents balanced with tourism</li> <li>• Maintain height limits</li> <li>• Compatible redevelopment with adjacent areas</li> <li>• Limit zoning variances</li> <li>• Zoning ordinance update</li> <li>• Impacts from down-zoning</li> <li>• Maintaining public access to water</li> <li>• Unsafe conditions for pedestrians</li> </ul>

**BEACHES**

Characteristics	Issues
<ul style="list-style-type: none"> <li>• Undeveloped</li> <li>• Natural, environmentally sensitive</li> <li>• Beachfront and dune system</li> <li>• Recreational opportunities</li> <li>• Protection is critical to the community</li> </ul>	<ul style="list-style-type: none"> <li>• Beach and shoreline protection</li> <li>• Water quality</li> <li>• Emergency/disaster preparedness and rebuilding planning</li> <li>• Preservation/enhancement of the dune system</li> <li>• Jetties remaining in water</li> <li>• Impacts from shipping channel</li> <li>• Lack of/condition of public facilities</li> </ul>



**DAUFUSKIE ISLAND PLAN AND  
CODE UPDATE**

*October 2, 2017*



**Agenda**

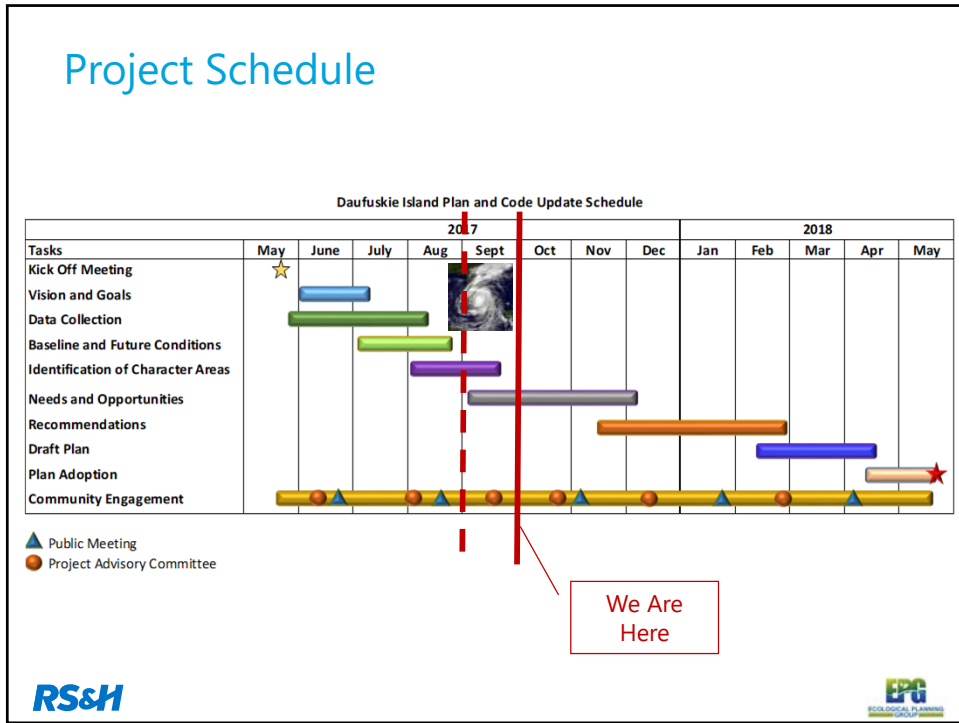
- Project Update and Schedule*
- Survey Results*
- Existing Conditions Overview*
- Character Area Overview*
- Group Exercise*
- Next Steps*





# Project Schedule



# SURVEY RESULTS



## Public Survey Review

The survey was available to the public for approximately one month

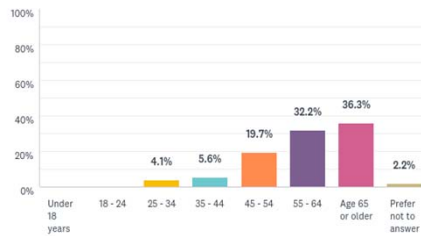
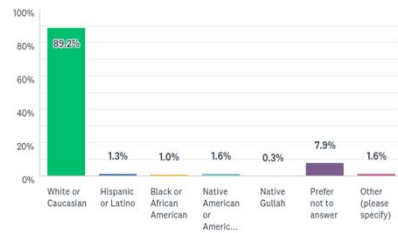
- » Survey went live on July 25, 2017
- » Survey was closed August 24, 2017
- » Total 368 participants (including paper copies)
- » Total of 314 complete responses



## Public Survey Results

Who participated in the public survey?

ANSWER CHOICES	RESPONSES
Historic District	21.1% 75
Melrose	17.7% 63
Haig Point	51.7% 184
Bloody Point	4.8% 17
N/A, I do not live or own property on Daufuskie Island	4.8% 17
<b>TOTAL</b>	<b>356</b>

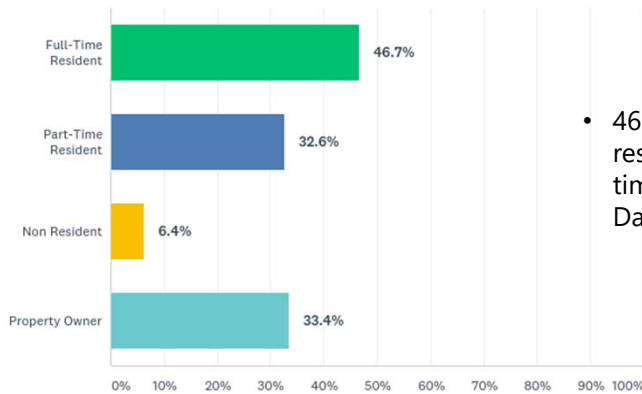


- 51.7% Haig Point
- 21.1% Historic District
- 89.2% White or Caucasian
- 68.5% Age 55 or older



## Public Survey Results

What is your status on Daufuskie Island?

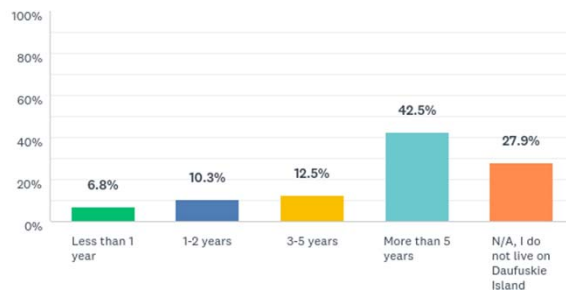


- 46.7% of respondents are full-time residents of Daufuskie Island.



## Public Survey Results

If you are a resident, how long have you lived on Daufuskie Island?

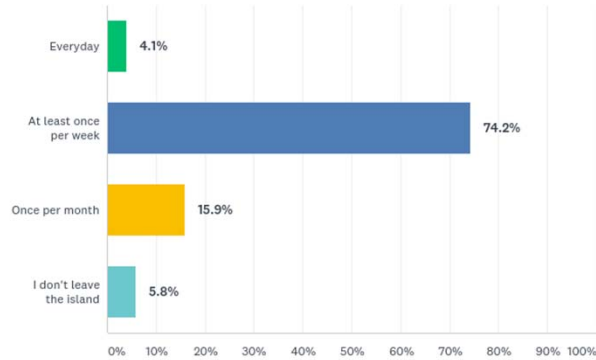


- 42.5% have lived on Daufuskie Island for more than 5 years.
- 6.8% have lived on the island for less than one year



## Public Survey Results

How often do you travel between the island and mainland?

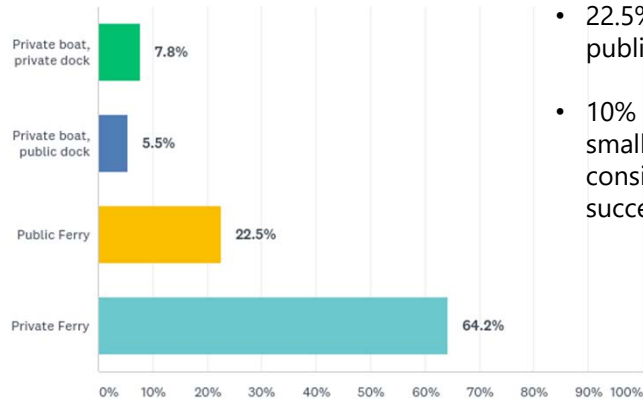


- 74.2% travel between the island and the mainland at least once per week.
- 5.8% of the respondents do not leave the island.



## Public Survey Results

How do you typically access the island?



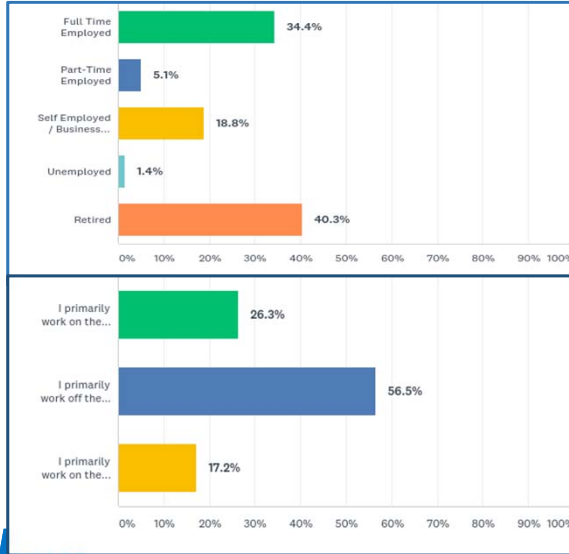
- 22.5% utilize the public ferry
- 10% transit usage in smaller urban areas is considered extremely successful





## Public Survey Results

What is your employment status?/ Do you work on or off the island?

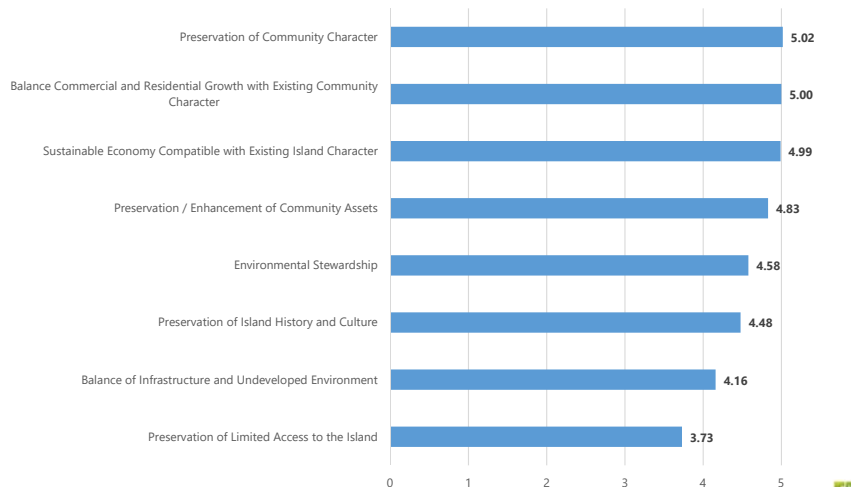


- 40.3% are retired
- 34.4% employed full time
- Almost 20% are self-employed
- 56.5% work off the island
- 17.2% work on the island from home



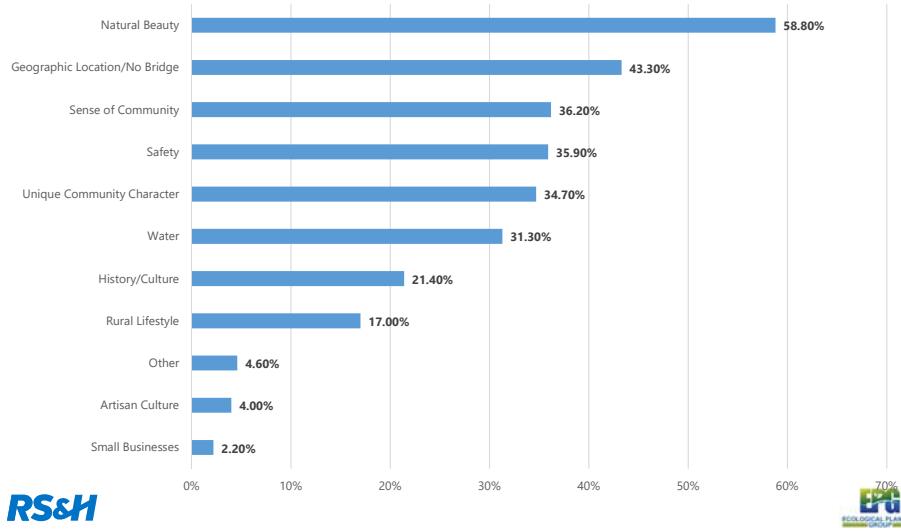
## Public Survey Results

Rank on a scale of 1 - 8, (with 1 being the highest priority and 8 being the lowest priority) what aspects of the community should be considered the highest priority?



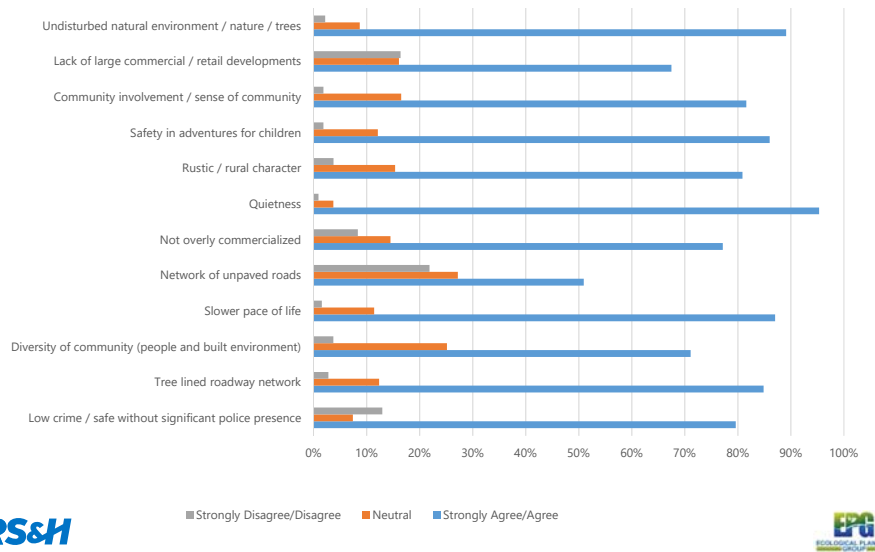
## Public Survey Results

What do you love most about living on Daufuskie Island?  
(Select the top 3)



## Public Survey Results

Major Contributors to Daufuskie Island's community character.



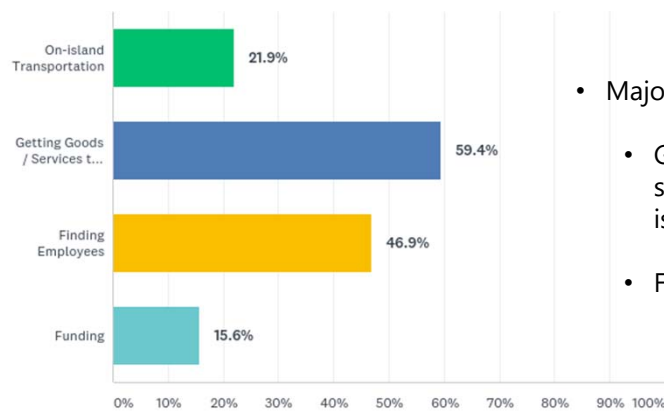
## Public Survey Results

- » Major Contributors to Daufuskie Island Character
  - All were considered to be important by respondents
  - The top three contributors:
    - *Quietness*
    - *Undisturbed Natural Environment/Nature/Trees*
    - *Slower Pace of Life*



## Public Survey Results

What are the major challenges you face as a business owner on the island?



- Major Challenges:
  - Getting goods and services to the island
  - Finding employees



## Public Survey Results

- » What do you dislike about Daufuskie?
  - Majority of the respondents did not dislike anything about Daufuskie
  - Sample comments received multiple times:
    - *Bugs*
    - *Some people want to change it to be like where they came from*
    - *Snakes*
    - *Because I'm not a resident*
    - *Lack of respect/understanding between Island residents, particularly Haig Point and the Historic District residents*



## Key Findings from Survey Results

- » Focus on Community Character
  - Preserving the community character
  - Balancing growth with the existing character
  - Sustainable economy compatible with existing character
- » Preservation of Community Assets, including the Environment and Natural Beauty
- » Respondents Liked:
  - Geographic location/No bridge
  - Quietness
  - Slower pace of life






## Daufuskie Island Vision

DRAFT VISION

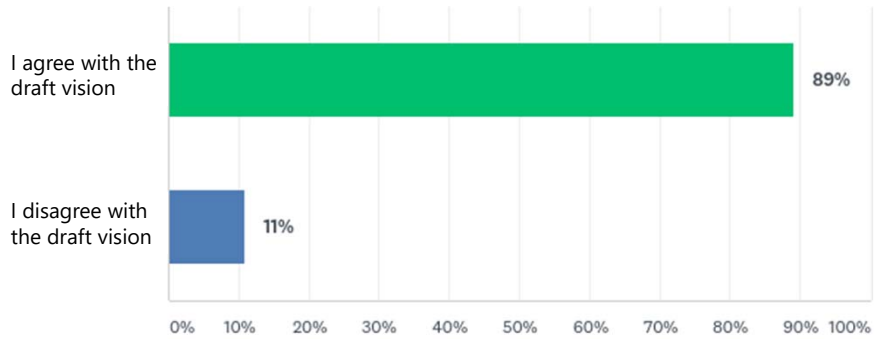
*"Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and isolated island lifestyle. While recognizing property owners' rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island's natural beauty."*

**RS&H** 



## Daufuskie Island Vision

» Survey respondents overwhelmingly agreed with the Vision



RS&H



## Daufuskie Island Vision

» Sample comments from those who disagreed with the Vision:

- Too long and wordy
- Too short
- Not focused enough; too vague
- Daufuskie is not pristine
- Isolated is not the correct word and has a negative connotation

RS&H



## Daufuskie Island Vision

- » Project Advisory Committee approved the Vision with one change to address comments

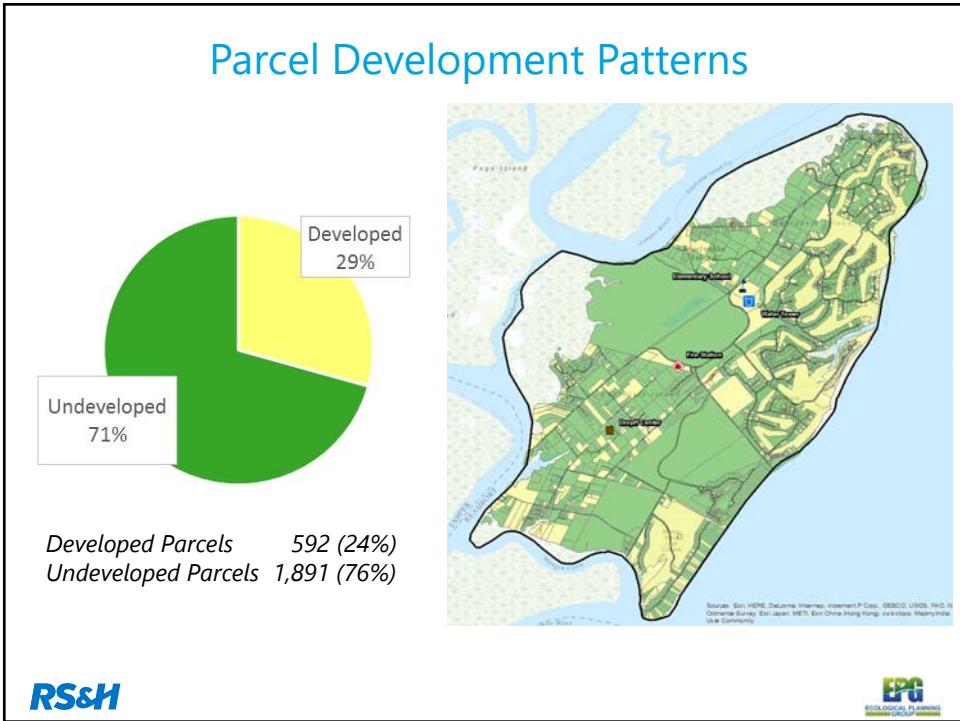
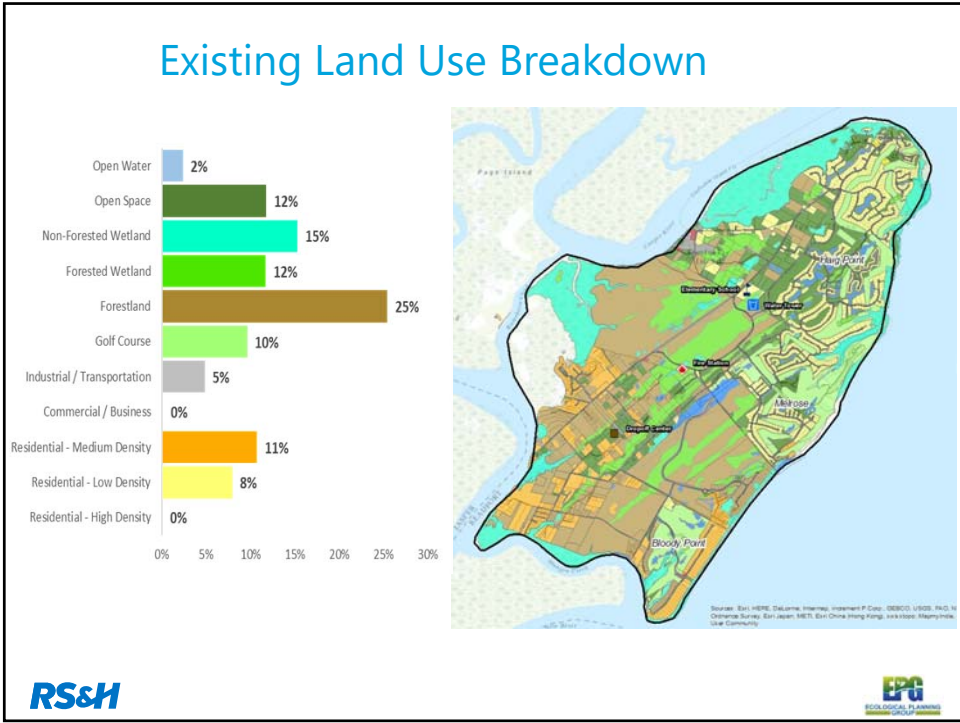
### FINAL VISION

*"Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and **secluded** island lifestyle. While recognizing property owners' rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island's natural beauty."*



## EXISTING CONDITIONS







## Predicted Storm Surge

Storm Intensity	Percent of Island Impacted
Category 1	49%
Category 2	38%
Category 3	11%
Category 4	2%
Category 5	0%

### Legend

- Category 1
- Category 2
- Category 3
- Category 4
- Category 5



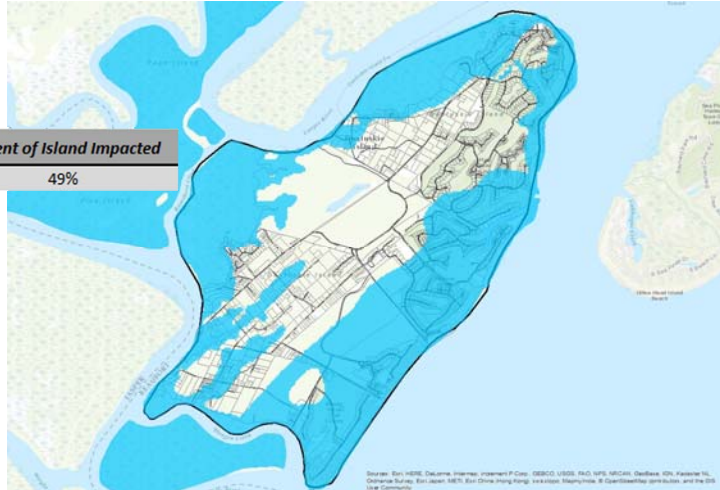
RS&H

EPG  
EPCOR GROUP OF COMPANIES

## Storm Surge

### Category 1

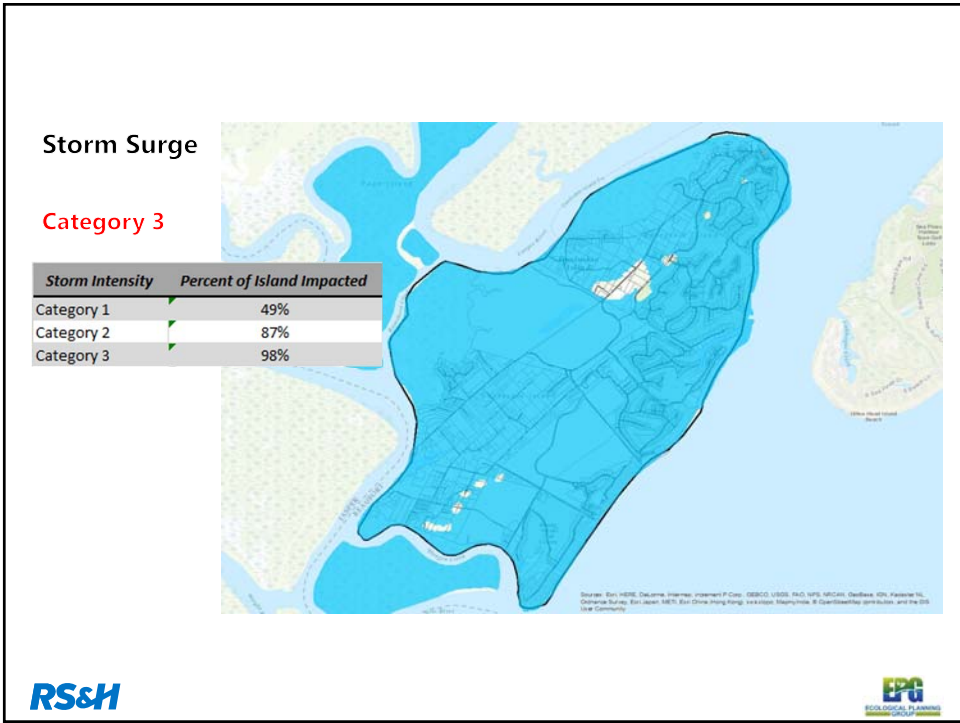
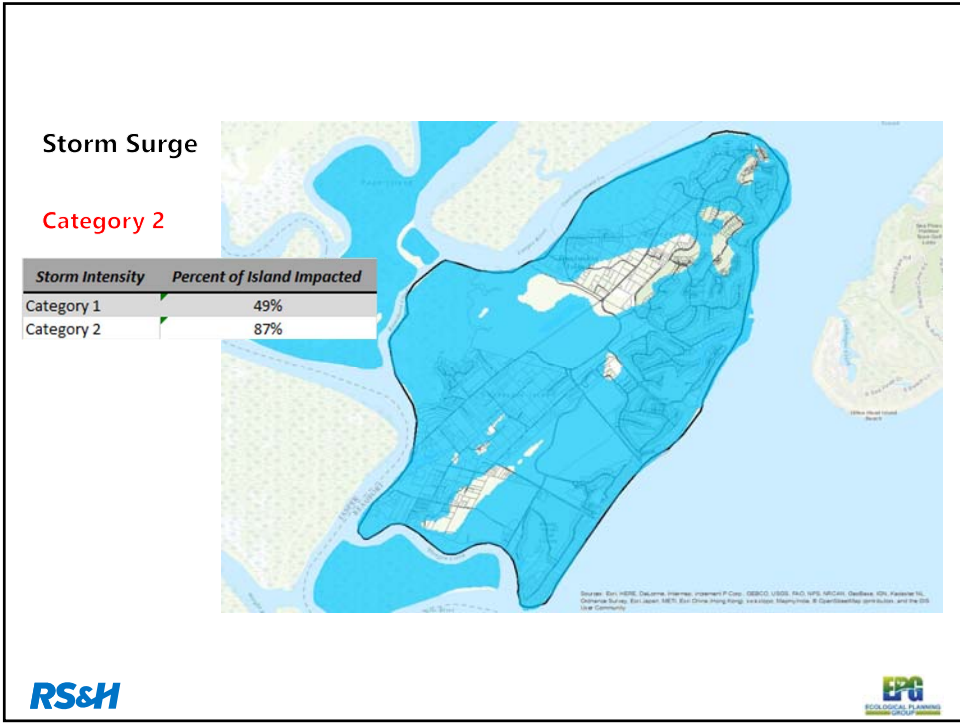
Storm Intensity	Percent of Island Impacted
Category 1	49%

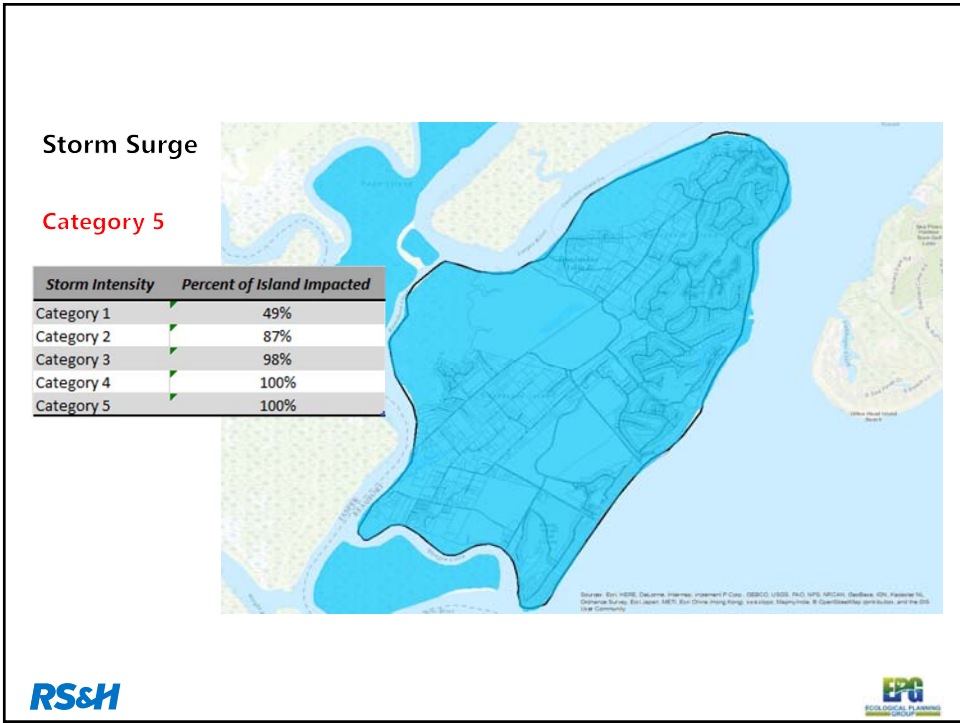
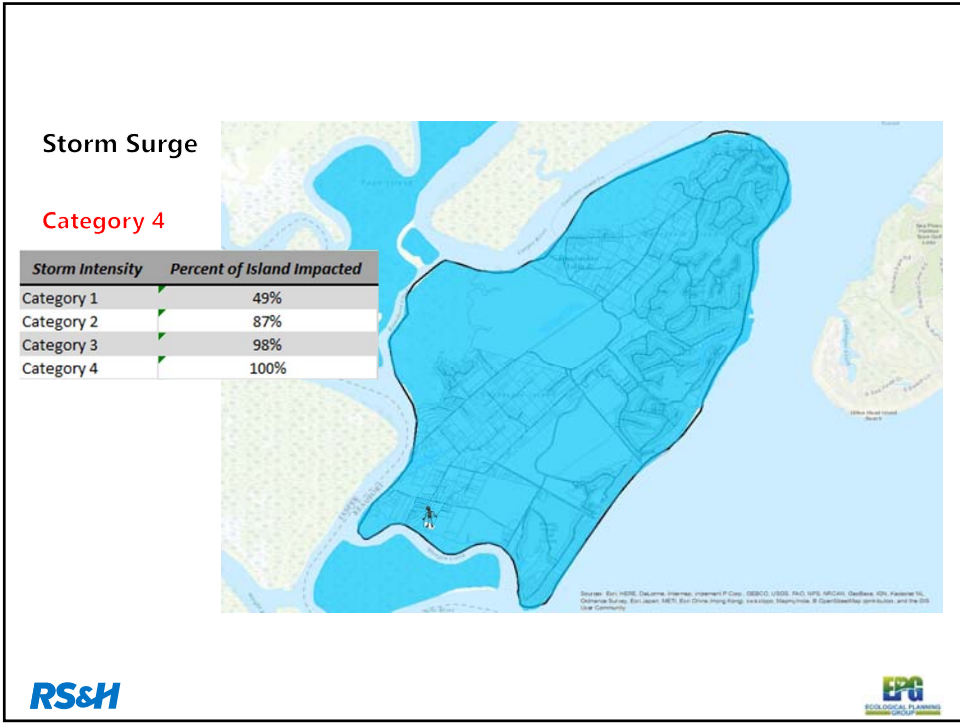


RS&H

EPG  
EPCOR GROUP OF COMPANIES









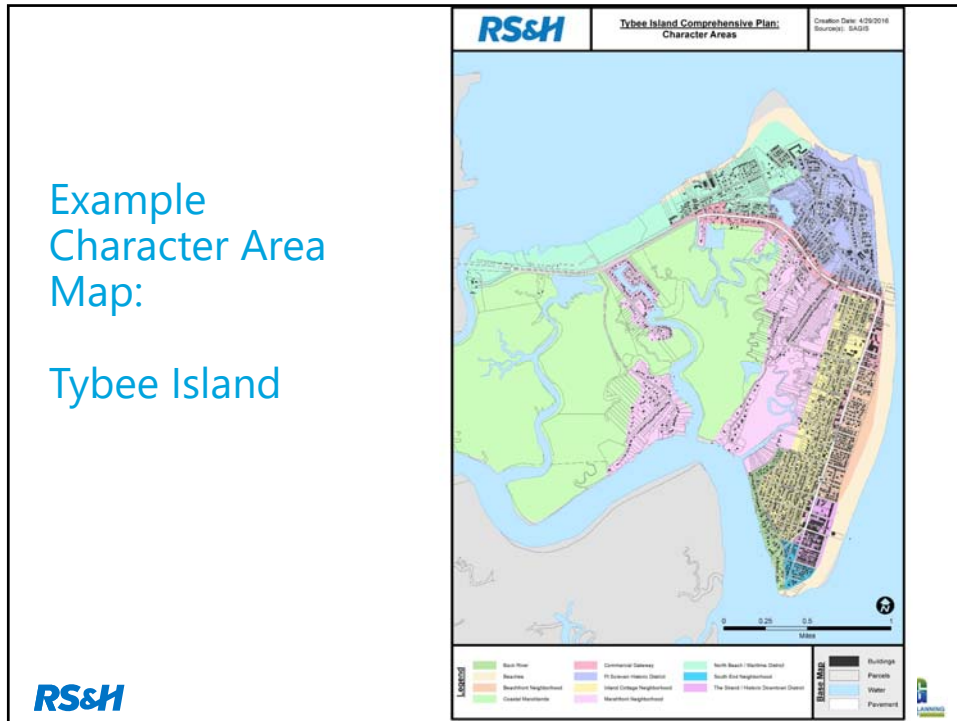


## What is a Character Area?

- » Planning Tool
  - Smaller areas within jurisdictions
  - Used to address specific issues and develop strategies unique to the character area
  
- » Specific Geographic Area
  - Unique or special characteristics
  - Potential to evolve into a unique area
  - Requires special attention due to unique development issues
  
- » Serves as a guide for land use, zoning and public investment

## Example Character Area Map:

### Tybee Island



## Next Steps

- » Begin development of each plan element
- » Develop draft strategies to address the character area issues identified and for each plan element
- » Identify elements of the code that need to be updated/revised based on the issues and strategies
- » Project Advisory Committee meetings
  - Present project materials for review and direction on an ongoing basis
  - All are welcome to attend
- » Next public meeting (Nov/Dec)
  - Present draft strategies and elements of the code for update
  - Obtain feedback and input
  - Revise based on feedback



QUESTIONS?



GROUP EXERCISE



## Group Exercise

- » Break into work groups at the five tables
- » Each table has a map of the island and markers
- » Identify the character areas on the map, reach consensus among your group and mark the areas on the map
- » Identify the unique/special characteristics of each character area and record on the sheets provided
- » Identify the issues facing each of the character areas and record on the sheets provided

### **GROUND RULES**

- » Work together and remember that all opinions are valid
- » There may be the need to "agree to disagree"...if so, record both
- » Be sure to record the characteristics and the issues on the sheets provided



OCTOBER 2<sup>ND</sup> WORKSHOP RESULTS

<b>DAUFUSKIE ISLAND DRAFT CHARACTER AREAS WITH CHARACTERISTICS, ISSUES AND STRATEGIES FOR EACH AREA</b>			
<b>Draft Character Area</b>	<b>Characteristics, Issues and Draft Strategies</b>		
	<b>Characteristics</b>	<b>Issues</b>	<b>Draft Strategies</b>
South Island Historic	<ul style="list-style-type: none"> <li>• Low density rural</li> <li>• Some private access to water</li> <li>• Public access to water at County dock</li> <li>• Small commercial uses</li> <li>• Many unpaved roads</li> <li>• Community facilities</li> <li>• Two cemeteries</li> </ul>	<ul style="list-style-type: none"> <li>• The Island dump</li> <li>• Lack of buffers</li> <li>• Abandoned and dilapidated structures</li> <li>• Litter</li> <li>• County dock has limited docking space and time restrictions</li> </ul>	<ul style="list-style-type: none"> <li>• County park adjacent to dock and county dock should be preserved for the community</li> <li>• Preserve and restore existing historic sites</li> <li>• Preserve and enhance remaining Gullah areas</li> <li>• Define an area that supports Gullah architecture and heritage</li> </ul>
Mid Island Historic	<ul style="list-style-type: none"> <li>• Currently undeveloped</li> <li>• Portion is in conservation</li> <li>• Water access to Cooper River</li> <li>• Natural wildlife habitat and environmentally sensitive area</li> </ul>	<ul style="list-style-type: none"> <li>• Development pressures</li> <li>• Preservation of unique environmental resources</li> <li>• Runoff from development impacts</li> </ul>	<ul style="list-style-type: none"> <li>• Support developments that maintain and preserve wildlife habitats</li> <li>• Preserve environmental resources</li> <li>• Support development that is in keeping with the island character</li> </ul>
North Island Historic	<ul style="list-style-type: none"> <li>• Mix of housing in a rural setting</li> <li>• Tree canopy</li> <li>• Many unpaved roads</li> <li>• Historic sites</li> <li>• Some Gullah areas</li> <li>• Public spaces (school and museum)</li> </ul>	<ul style="list-style-type: none"> <li>• Dilapidated housing structures</li> <li>• Runoff from development impacts</li> </ul>	<ul style="list-style-type: none"> <li>• Preserve historic and Gullah sites</li> <li>• Preserve low density character</li> <li>• Support development that does not impact runoff into rivers and marshes</li> </ul>

OCTOBER 2<sup>ND</sup> WORKSHOP RESULTS

Draft Character Area	Characteristics, Issues and Draft Strategies		
	Characteristics	Issues	Draft Strategies
Village	<ul style="list-style-type: none"> <li>• Primary water and ferry access</li> <li>• Largest commercial area on Island</li> <li>• Mix of paved and unpaved roads</li> <li>• Gullah cemetery site</li> </ul>	<ul style="list-style-type: none"> <li>• Condition of dock at Melrose Landing which serves the public ferry</li> <li>• Haphazard parking around Freeport</li> </ul>	<ul style="list-style-type: none"> <li>• Encourage a village center development</li> <li>• Promote area as access portals for the Island</li> <li>• Support development that does not impact runoff into rivers and marshes</li> </ul>
Village Gateway Corridor	<ul style="list-style-type: none"> <li>• Paved roads connect to Melrose dock</li> <li>• Residential is limited along corridor</li> <li>• Currently has limited development</li> </ul>	<ul style="list-style-type: none"> <li>• Currently undeveloped and potential for out of character development</li> <li>• Condition of the Melrose dock</li> <li>• Parking for public and private ferries</li> </ul>	<ul style="list-style-type: none"> <li>• Support development that provides a mix of neighborhood commercial uses and housing</li> <li>• Encourage pedestrian access</li> <li>• Encourage noise and sight buffers between commercial and residential uses</li> </ul>
Heritage Corridor	<ul style="list-style-type: none"> <li>• Serves as access for the South Island Historic area</li> <li>• Serves significant public, historic, cultural and natural resources and sites</li> <li>• Corridor has mix of paved and unpaved roads</li> <li>• Tree canopies</li> </ul>	<ul style="list-style-type: none"> <li>• Development not in character with the area</li> </ul>	<ul style="list-style-type: none"> <li>• Promote standards and guidelines for signs for landmarks and commercial sites</li> <li>• Preserve and/or restore existing historic sites along the corridor</li> <li>• Preservation of old growth trees</li> </ul>

OCTOBER 2<sup>ND</sup> WORKSHOP RESULTS

Draft Character Area	Characteristics, Issues and Draft Strategies		
	Characteristics	Issues	Draft Strategies
Existing Approved PUDs	<ul style="list-style-type: none"> <li>• Approved PUD defined</li> </ul>	<ul style="list-style-type: none"> <li>• Conditions at Melrose</li> <li>• Financial instabilities of Melrose and Bloody Point</li> </ul>	<ul style="list-style-type: none"> <li>• Development in accordance with approved PUD ordinances</li> </ul>
Coastal Marshlands	<ul style="list-style-type: none"> <li>• Natural and undeveloped</li> </ul>	<ul style="list-style-type: none"> <li>• Impacts of development on the sensitive environment</li> </ul>	<ul style="list-style-type: none"> <li>• Allow no development</li> <li>• Promote development of adjacent areas that do not adversely impact the environment</li> </ul>

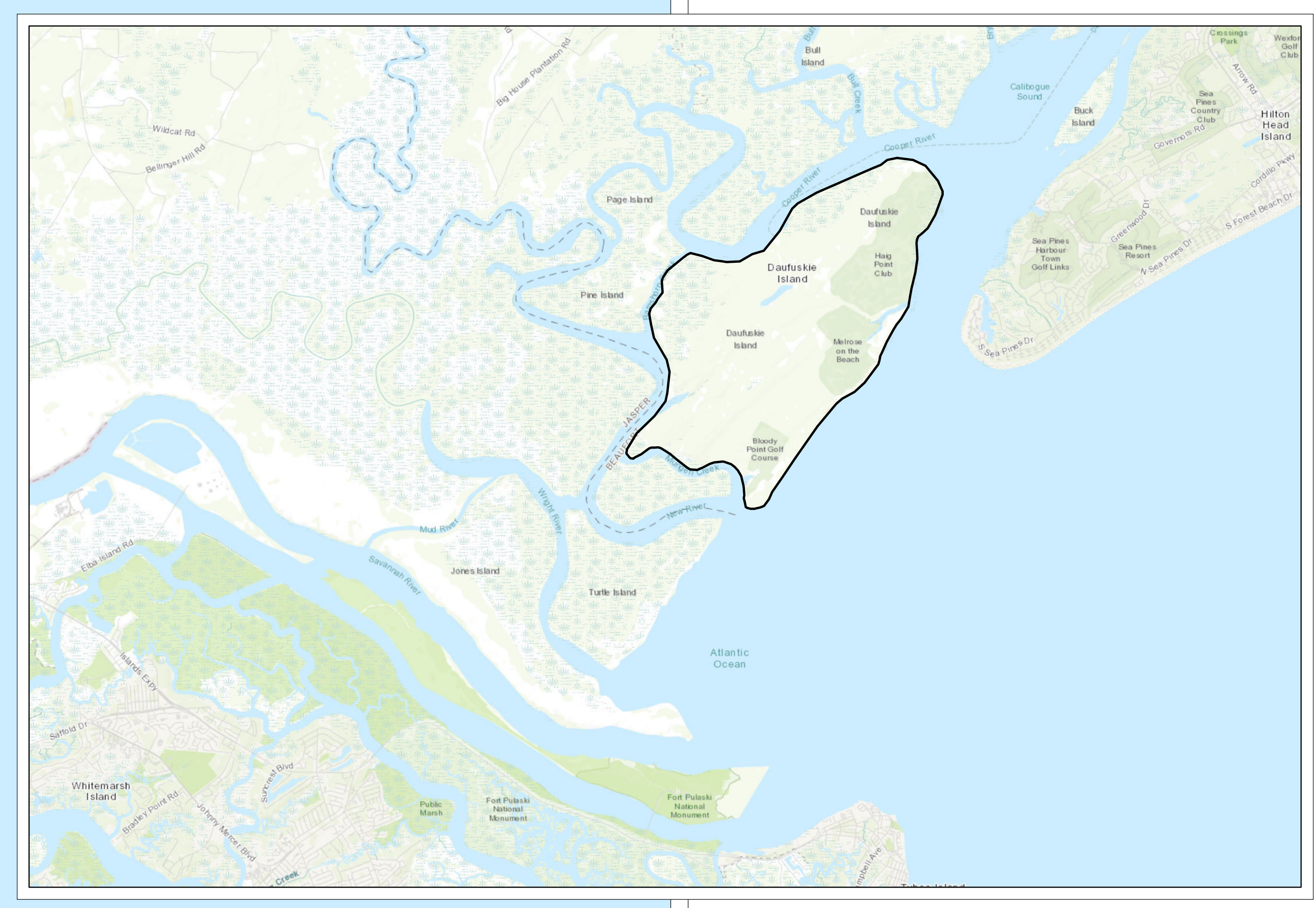
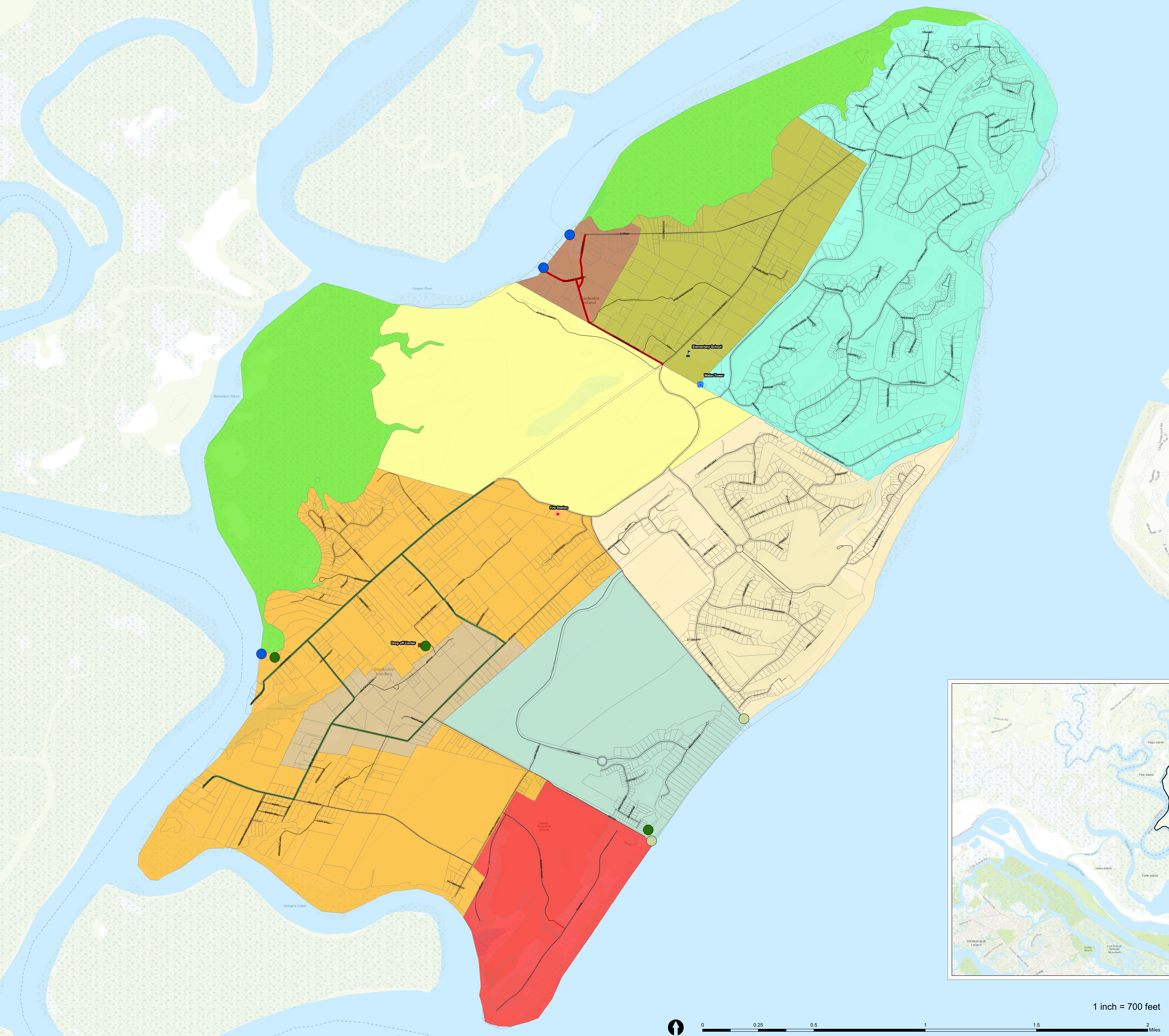


# Community Character

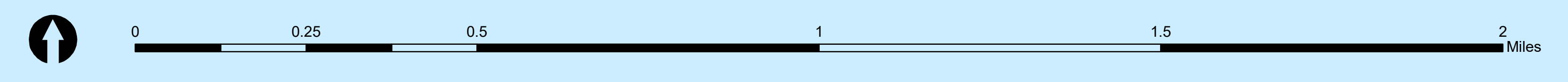
## *Daufuskie Island*

- Community Character**
- South Island Historic
  - Gullah Heritage Sub-district
  - Mid Island Historic
  - North Island Historic
  - Haig Point
  - Melrose
  - Oakridge / Beach Field
  - Bloody Point
  - Village
  - Coastal Marshlands
  - Heritage Corridor
  - Village Gateway Corridor

- Community Facilities**
- Dropoff Center
  - Elementary School
  - Fire Station
  - Water Tower
  - Beach Access
  - Water Access
  - Park



1 inch = 700 feet







COMMUNITY PARTICIPATION DOCUMENTATION:

Community Workshop # 3

April 16, 2018



## **DAUFUSKIE ISLAND PLAN AND CODE UPDATE PUBLIC MEETING**

*Monday, April 16<sup>th</sup>*

*6:00 PM*

*MARY FIELDS SCHOOL*

### **MEETING AGENDA:**

- **Plan Overview and Schedule**
- **Presentation of the Draft Plan and Code**
- **Public Review and Comment**

Please mark your calendars and be there to review the progress of the plan update and the draft plan and code.

Light refreshments will be provided.



# DAUFUSKIE ISLAND COMPREHENSIVE PLAN UPDATE

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## PUBLIC WORKSHOP #3

Monday, April 16, 2018  
Mary Fields School, Daufuskie Island

### **AGENDA:**

- 1. Welcome and Introductions**
- 2. Study Update and Schedule**
- 3. Draft Plan and Code Overview**
- 4. Plan and Code Review and Comment**
- 5. Next Steps**
- 6. Adjourn**

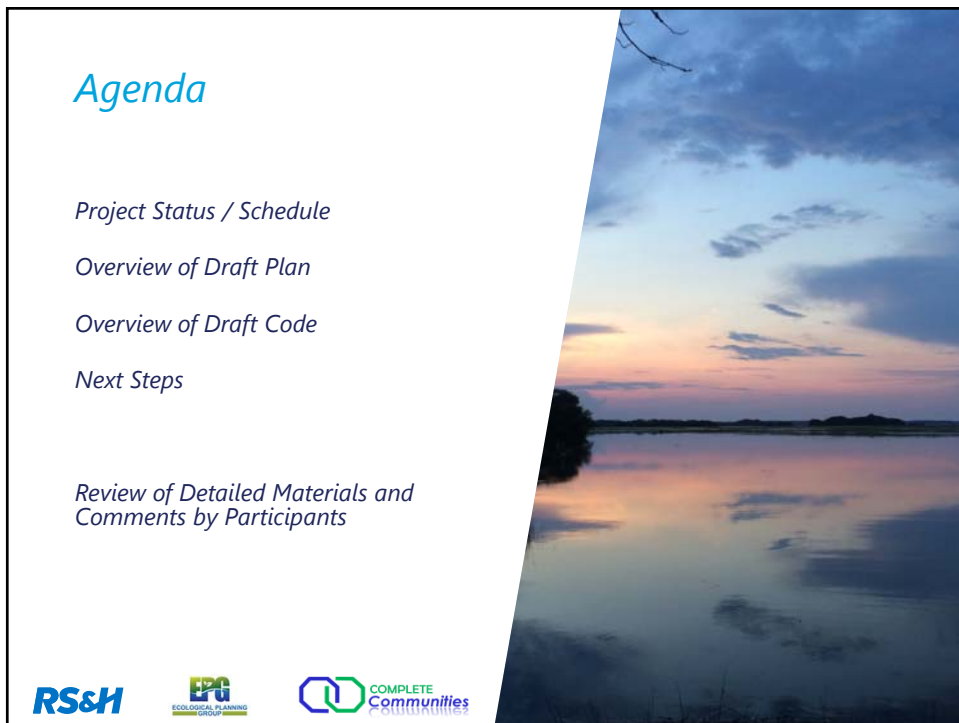
**The Comprehensive Plan charts the future course of the Island and your participation is vital.**



**DAUFUSKIE ISLAND PLAN AND  
CODE UPDATE**

*Public Meeting # 3  
April 16, 2018*



**Agenda**




*Project Status / Schedule*

*Overview of Draft Plan*

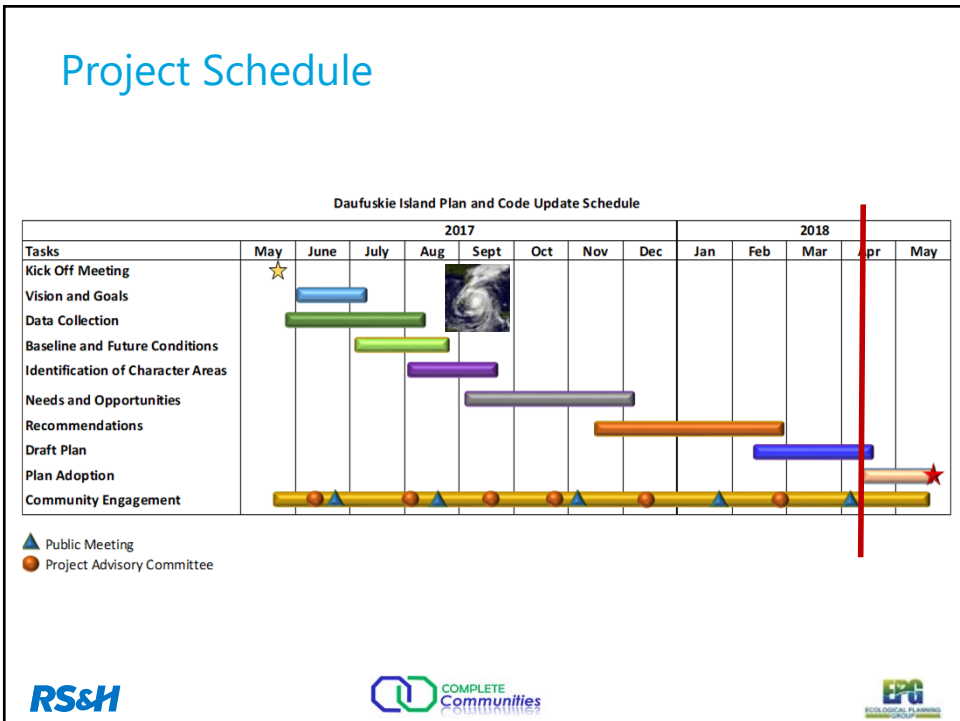
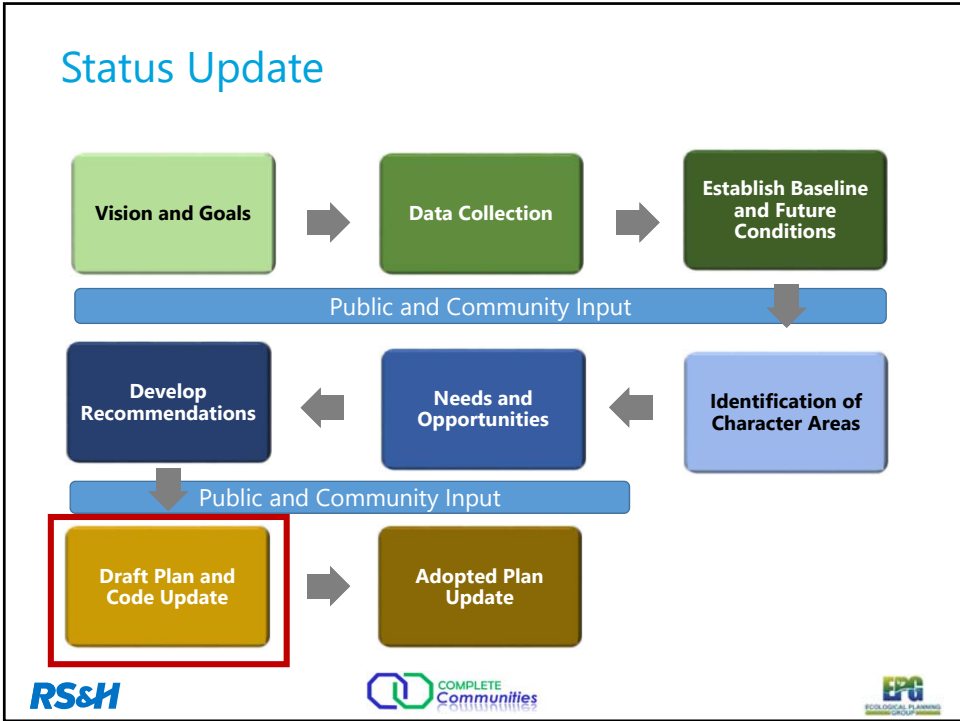
*Overview of Draft Code*

*Next Steps*

*Review of Detailed Materials and  
Comments by Participants*





## Draft Plan Overview

- » Developed in accordance with SC planning legislation
  - Inventory of existing conditions
  - Needs, goals, and vision statement
  - Implementation strategies
- » Consistency with regulations for ease of incorporation into Beaufort County Comprehensive Plan



## Draft Plan Overview

- » Developed in accordance with SC planning legislation
- » Nine planning elements
  - Population:
    - *Historical data*
    - *Characteristics and trends*
  - Economic Development:
    - *Historical data*
    - *Employment*
    - *Workforce*
  - Natural Resources:
    - *Environmental assets*
  - Cultural Resources:
    - *Historical and cultural assets*



## Draft Plan Overview

- » Developed in accordance with SC planning legislation
- » Nine planning elements (continued)
  - Community Facilities:
    - Infrastructure
    - Assets
    - Services
  - Housing:
    - Existing housing and characteristics
  - Land Use:
    - Development characteristics
  - Transportation:
    - Facilities and infrastructure
  - Priority Investment:
    - Work program for implementation



## Draft Plan Overview

- » Plan Development Tasks
  - Completed and Finalized
    - Review of existing plans
    - Development of Vision, Goals, Priorities
    - Development of Existing Conditions by Plan Element
    - Development of Needs, Issues and Opportunities by Plan Element
    - Identification of Character Areas
    - Identification of Development Strategies
    - Identification of Action Steps
  - Draft Plan and Code Update Completed
  - Ongoing
    - Community and Public Input
    - Coordination with Beaufort County



## Draft Plan Overview

» Plan Chapters

– Chapter 1: Introduction

- *State planning requirements and planning process*

– Chapter 2: Community Participation

- *Documents the participation process*
  - Public Workshops
  - Project Advisory Committee meetings
  - Surveys
  - Additional coordination

Beaufort County Coordination	Community Workshops	Surveys	Project Advisory Committee	Additional Meetings
<ul style="list-style-type: none"> <li>• 4 Presentations</li> <li>• Ongoing</li> </ul>	<ul style="list-style-type: none"> <li>• 3 Meetings</li> <li>• Final meeting to be scheduled</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Surveys, on-line and hard copy</li> </ul>	<ul style="list-style-type: none"> <li>• 7 meetings</li> <li>• Ongoing</li> </ul>	<ul style="list-style-type: none"> <li>• Additional outreach</li> </ul>



## Draft Plan Overview

» Plan Chapters

– Chapter 3: Vision and Goals

- *Reviewed and summarized existing plans*
  - Beaufort County Comprehensive Plan
  - Tourism Product Development Concept for the Lowcountry Region Strategy and Plan
  - Daufuskie Island Plan (1985 and 2010)
  - Daufuskie Island Conceptual Master Plan Charrette Report
  - Daufuskie Island Covenant
- *Goals and Vision*
  - Established through community input
    - Survey
    - Community Workshop



## Draft Plan Overview

### » Goals

- Preservation of community character
- Balance growth and development with the existing community character
- Promote a sustainable economy compatible with existing community character
- Preserve and enhance community assets, including the natural beauty of the island
- Promote environmental stewardship
- Preserve the island history and culture, including a focus on the native Gullah heritage



## Draft Plan Overview

### » Vision

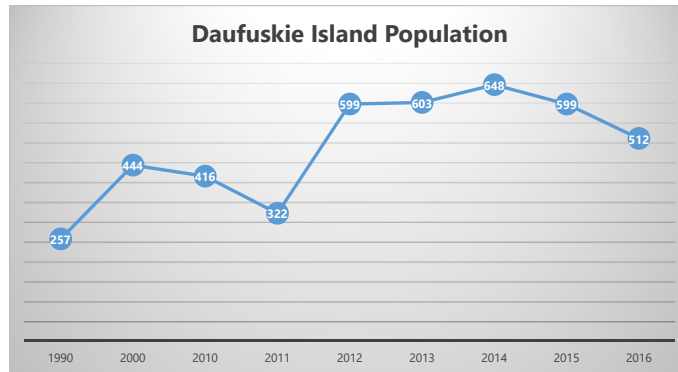
*"Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and secluded island lifestyle. While recognizing property owners' rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island's natural beauty."*





## Draft Plan Overview

- » Plan Chapters
  - Chapter 4: Existing Conditions
    - *Inventory for each plan element*
  - Population



## Draft Plan Overview

- Chapter 4: Existing Conditions
- Population
  - *Build Out projection based on approved densities*
    - 12,640 persons
  - *Historic trend projection*
    - 2035: 1,013 persons



## Draft Plan Overview

- » Plan Chapters
  - Chapter 4: Existing Conditions
    - *Inventory for each plan element*
  - Economic Development
  - Natural Resources
  - Cultural Resources
    - *1984: Daufuskie Island included on the National Historic Register*
    - *Key properties noted:*
      - Haig Point Lighthouse
      - Mt. Carmel Baptist Church
      - First Union African Church
      - Mary Fields School
      - Oyster Society Hall
      - Cemeteries



## Draft Plan Overview

- » Plan Chapters
  - Chapter 4: Existing Conditions
    - *Inventory for each plan element*
  - Community Facilities
    - *Water/Sewer*
    - *Solid Waste*
    - *Fire/Emergency Services*
    - *Educational Facilities*
  - Housing
  - Land Use
    - *Largest existing land uses:*
      - Forestland
      - Wetlands
      - Open Space
      - Residential



## Draft Plan Overview

» Plan Chapters

– Chapter 4: Existing Conditions

- *Inventory for each plan element*

– Transportation

- *Roadways maintained by Beaufort County for more than 20 years*

Paved Roadways	
Roadway	Length (in miles)
Haig Point Road	2.72
Cooper River Landing Road	0.70
<b>Total Paved Roadways</b>	<b>3.42</b>



## Draft Plan Overview

» Plan Chapters

– Transportation

- *Roadways maintained by Beaufort County for more than 20 years*

Unpaved Roadways			
Roadway	Length (in miles)	Roadway	Length (in miles)
Freeport Road	0.21	Benji's Point Road	0.86
Carvin Road	0.90	Prospect Road	1.28
Old Haig Point Road	0.87	Pappy's Landing Road	0.78
Church Road	0.61	Beach Road	1.10
Turtle Beach Road	1.08	Frances Jones Road	0.25
School Road	1.58	Maryfield Road	0.23
<b>Total Unpaved Roadways</b>		<b>9.75</b>	



## Draft Plan Overview

### – Chapter 5: Needs and Opportunities

- *Needs, issues and opportunities for each plan element*
  - Identified through community participation
- *Land Use included identification of character areas and development strategies for the Island, as well as each character area*
  - New development, redevelopment and restoration should be consistent with the existing character of the area in which the development occurs.
  - Enhance the pedestrian environment where feasible.
  - Historic structures should be preserved whenever possible.
  - Prioritize tree preservation to protect the scenic and habitat value of the area.
  - Encourage land uses, through clearly defined guidelines, that protect against stormwater pollution including xeriscaping, pervious surfaces and erosion and sedimentation control.
  - Require the treatment of stormwater runoff quality and quantity prior to its discharge in the marsh.
  - Limit housing density, size and height through zoning.



## Draft Plan Overview

### » Plan Chapters

#### – Chapter 6: Achieving the Vision

- *Work Program*
- *Elements identified to meet the overall goals*
  - Stratified by timeframe
    - Short-range: 1-2 years
    - Mid-range: 3-5 years
    - Long-range: 5-10 years
- Responsible parties include Council committees and volunteer groups





## Draft Plan Overview

- » Chapter 6: Achieving the Vision
- » Example work elements/action items

### Economic Development

- Work with small business initiative and SCORE (Service Corps of Retired Executives) to develop support network for small business incubator

### Community Facilities and Assets

- Continue to work with County and community organizations to address issues with existing dump site...

### Plan Implementation

- Update and simplify Island Code



## Draft Plan Overview

- » Chapter 6: Achieving the Vision
- » Example work elements/action items

### Transportation

- Work with County to identify/implement potential road material to stabilize unpaved roads without paving to avoid additional impervious surfaces and drainage issue

### Community Facilities and Assets

- Continue to work with County and community organizations to address issues with existing dump site...

### Plan Implementation

- Update and simplify Island Code



## Draft Plan Overview

- » Chapter 6: Achieving the Vision
- » Example work elements/action items

### Cultural/Historic/Natural Preservation

- Coordinate with Beaufort County to conduct a significant tree survey and develop protections within the code for significant trees

### Coordination

- Work with Beaufort County, state and regional agencies to identify funding for grants researcher and writer

### Resource Development and Grants

- Utilize existing community resources to identify potential grant opportunities



## Code Update

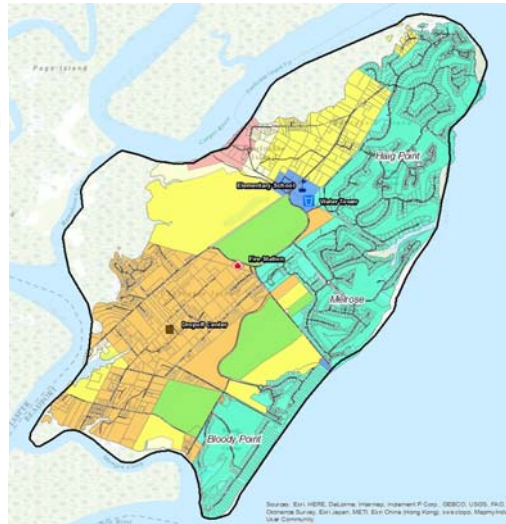
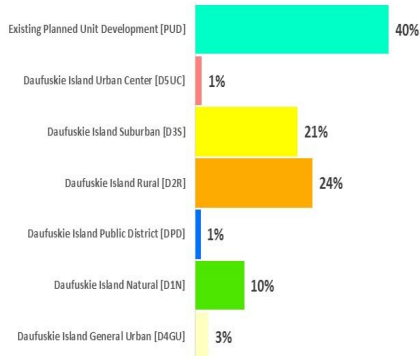


## Draft Code Update Approach

- » Simplify the existing Code
- » Use existing code as a foundation
- » Understandable and user friendly for both Island residents and Beaufort County staff
- » Consistency
  - Within the Code
  - With Beaufort County Code



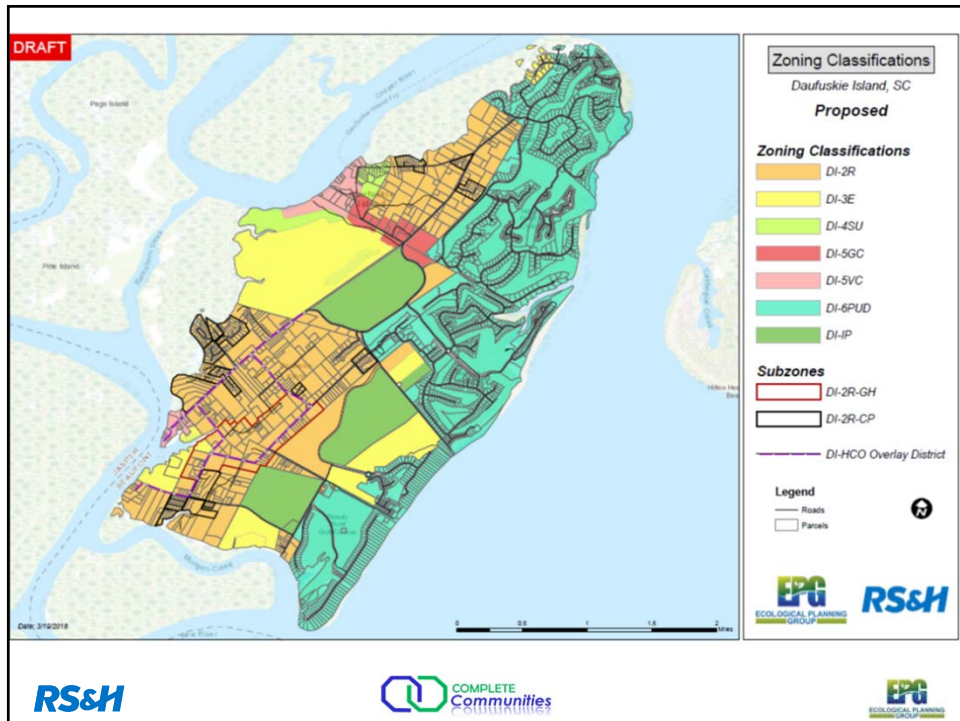
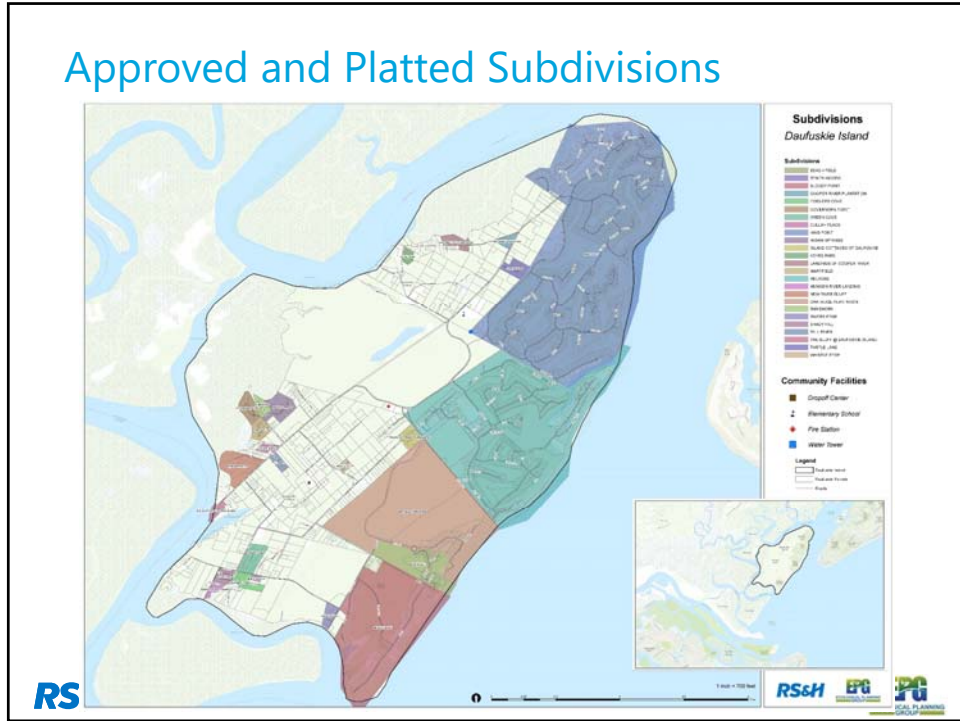
## Current Zoning



Source: ERI, HERE, Esri/DeLorme, Imagery, Mapmaker P Corp., ©2017, UNOLS, PAID, VA, OpenStreetMap, Esri, Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox India, Mapbox, Community






# Approved and Platted Subdivisions





COMPARISON OF CURRENT CODE AND DRAFT CODE						
CURRENT DAUFUSKIE ISLAND CODE			PROPOSED DAUFUSKIE ISLAND		DIFFERENCES BETWEEN CURRENT AND	
Current Zoning Code	Current Zoning Description	Residential Densities	Proposed Zoning Code	Proposed Zoning Description	Residential Densities	Land Uses and Other
D1	Nature Preserve and Conservation	None, unless permitted by agreement	DI-1P	Nature Preserve and Conservation	None	None
D2R	Rural	1 DU/acre	DI-2R	Rural	None	Architectural standards relaxed
			DI-2R-CP	New sub-district the includes existing approved and platted subdivisions	Likely Increased in Proposed Code	Architectural standards relaxed
			DI-2R-GH	New sub-district, designed to maintain the Gullah Heritage style of development	None	The style of structures is to be Low Country Vernacular
D3S	Suburban	3 DU/acre	DI-3E	Suburban	None	None
D4GU	General Urban	4 DU/acre	DI-4SU	General Urban	None	None
D5UC	Village Center	8 DU/acre	DI-5VC	Village Center	None	Added a second Village Center near County Dock that will allow more uses and increase allowable densities
PD	Public District	4 DU/acre	DI-5GC	Gateway Corridor	None	Additional residential and commercial uses are allowed and the limits of the zone increased to connect to the Village Center
Existing PUDs	Existing Planned Unit Developments - PUD	NA	DI-6PUD	Existing Planned Unit Developments - PUD	NA	None
D1NP	Coastal Marshlands	None	DI-1NP	Natural Preserve	None	None

## Next Steps

- » Participants review materials displayed
- » Provide comments tonight or via Project Team or PAC member no later than April 26<sup>th</sup>
- » Project Team will address comments and refine draft plan and code as needed
- » PAC meeting to review final plan and code (if needed)
- » Last public meeting to review final documents (if needed)
- » Present to Daufuskie Island Council for concurrence in May



## Review of Materials

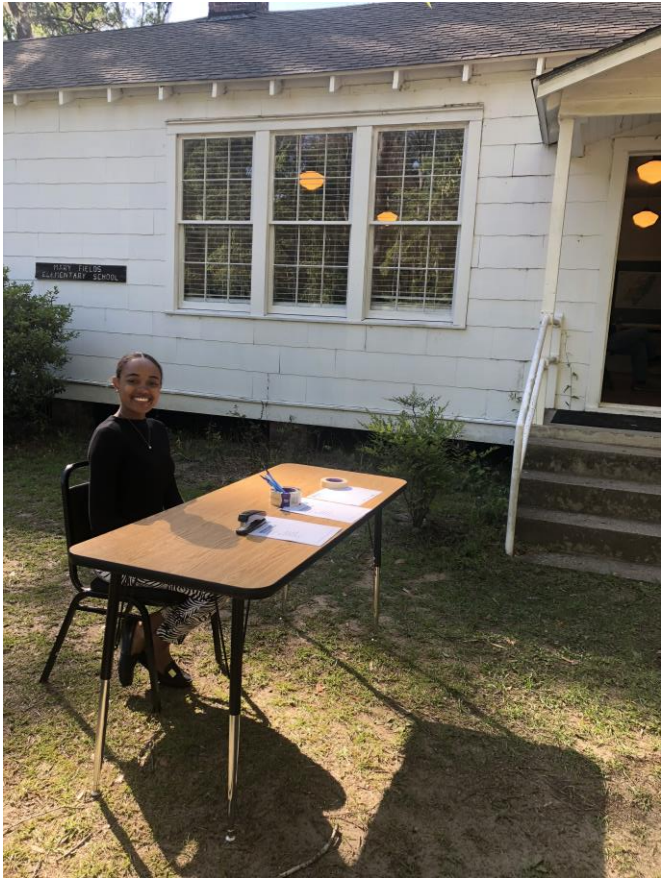
- » Various stations with elements of the plan to review
- » Work Program handout including plan goals and how the goals are addressed
- » Large scale draft zoning map
- » Code zoning categories uses and definitions handout
- » Comment sheets available to use today or to return by April 26<sup>th</sup>
- » Project team members are available to answer questions and take comments















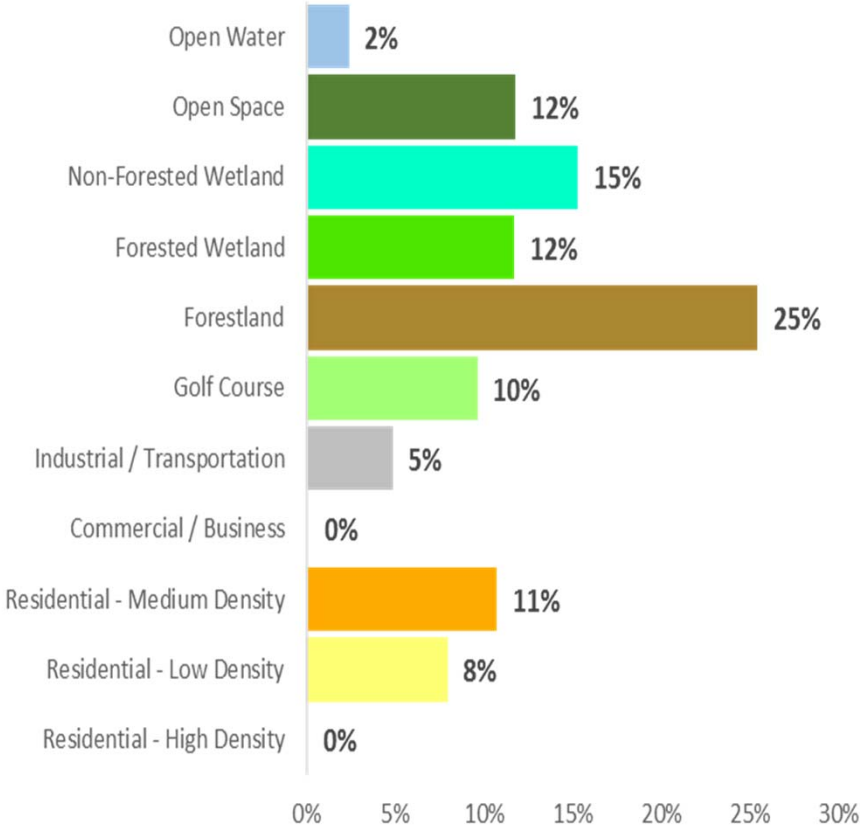




## EXISTING CONDITIONS MAPPING



# Existing Land Use Breakdown









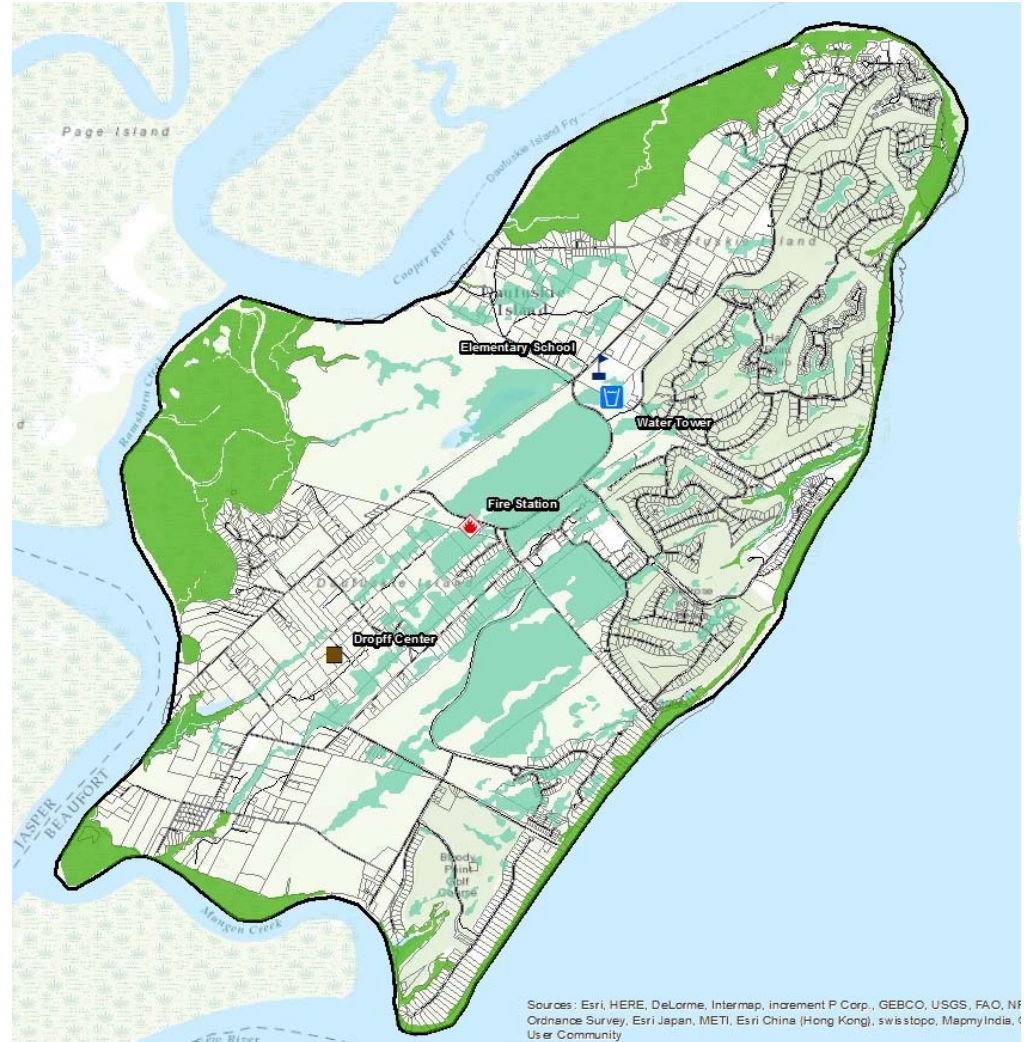
# Environmental Features

## Legend

-  Saltwater Wetland
-  Freshwater Wetland

## Wetlands

<i>Saltwater</i>	17%
<i>Freshwater</i>	15%



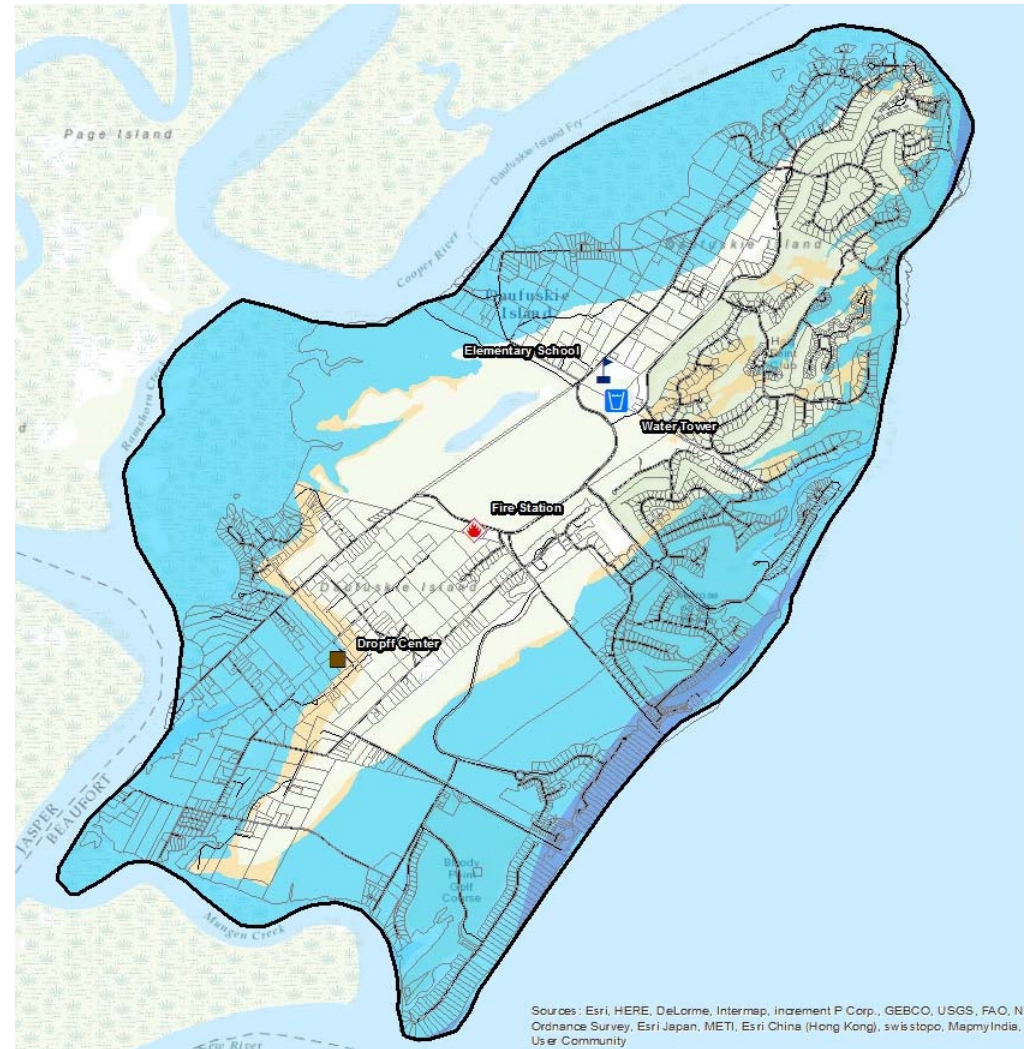
# Special Flood Hazard Areas

## Legend



## Flood Zones

<i>High Risk</i>	64%
<i>Moderate Risk</i>	5%
<i>Low Risk</i>	31%



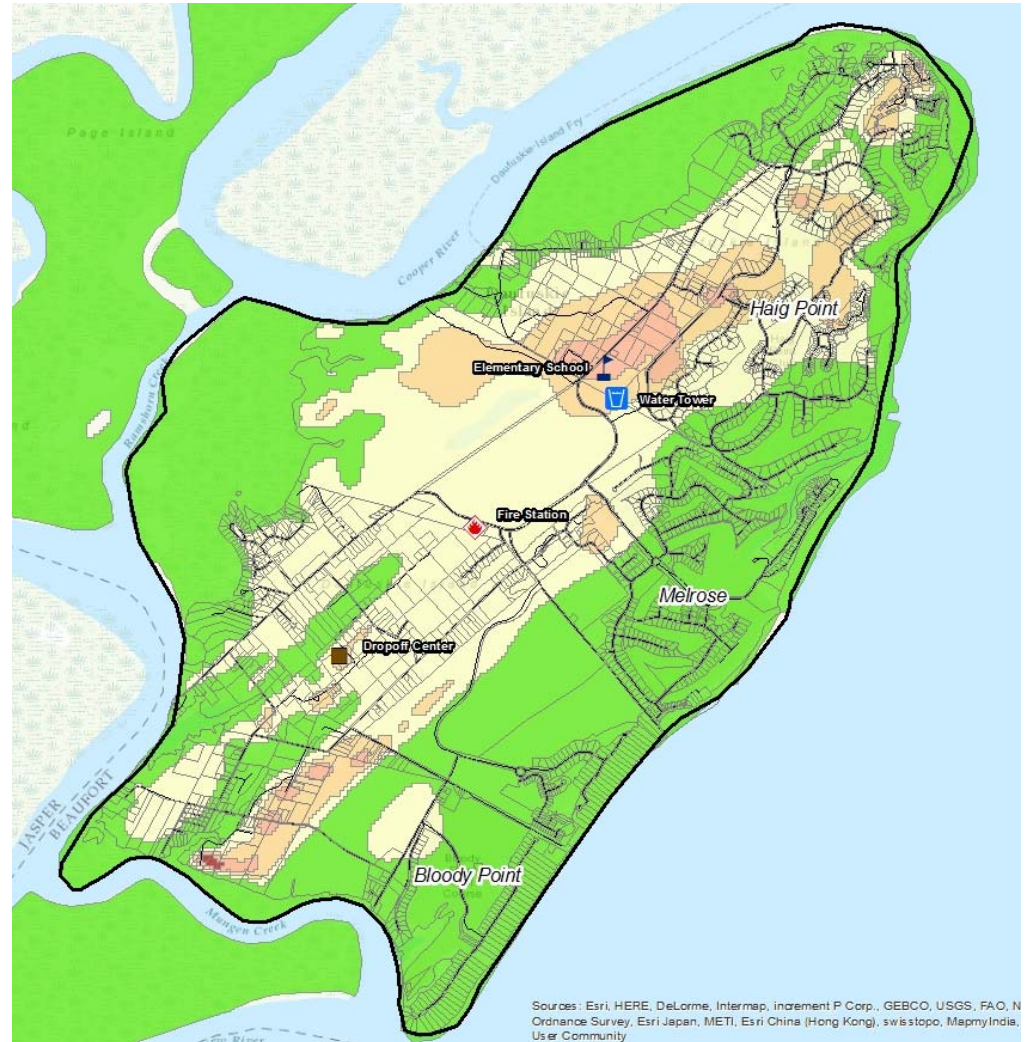


# Predicted Storm Surge

<i>Storm Intensity</i>	<i>Percent of Island Impacted</i>
Category 1	49%
Category 2	38%
Category 3	11%
Category 4	2%
Category 5	0%

## Legend

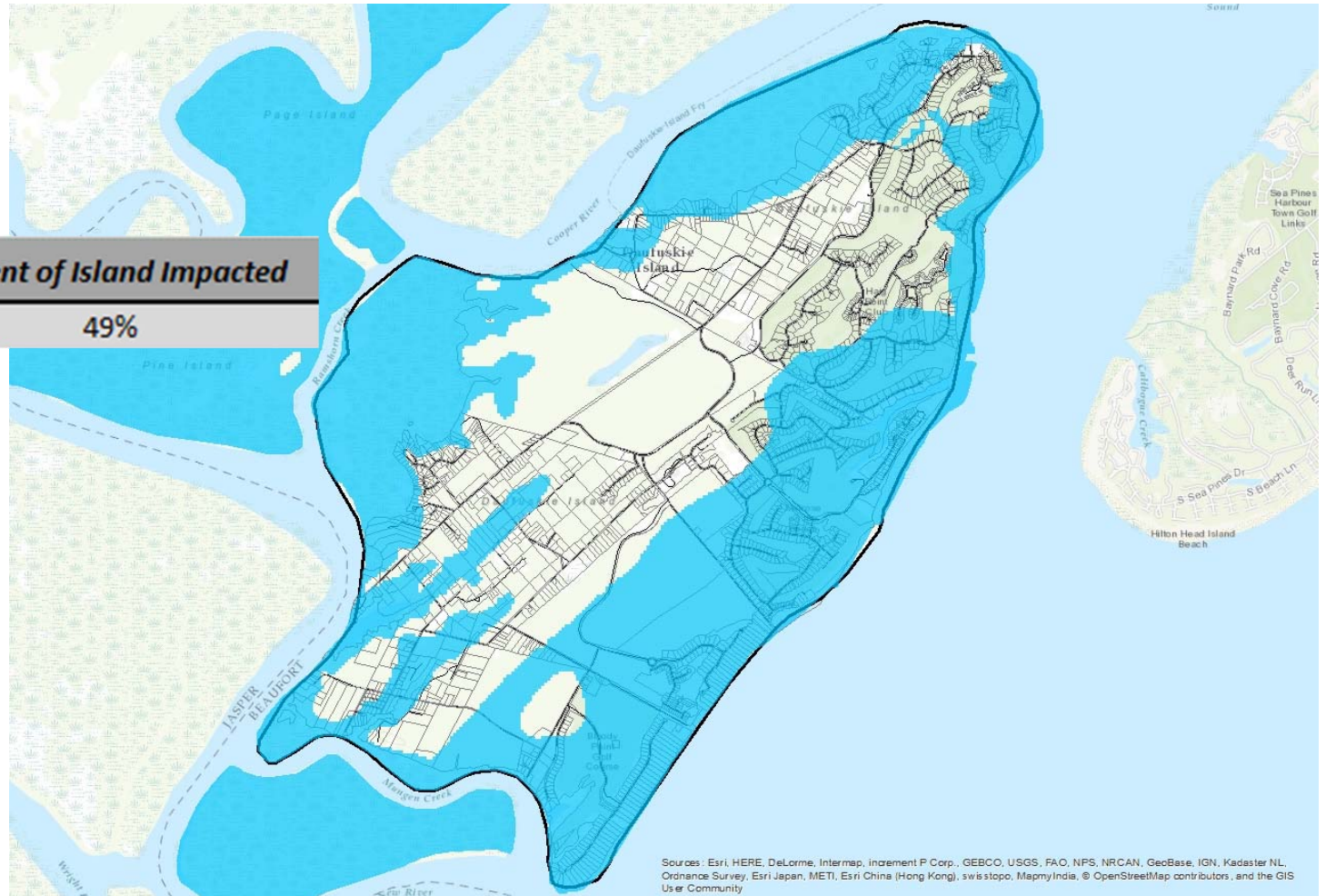
- Category 1
- Category 2
- Category 3
- Category 4
- Category 5



# Storm Surge

## Category 1

Storm Intensity	Percent of Island Impacted
Category 1	49%



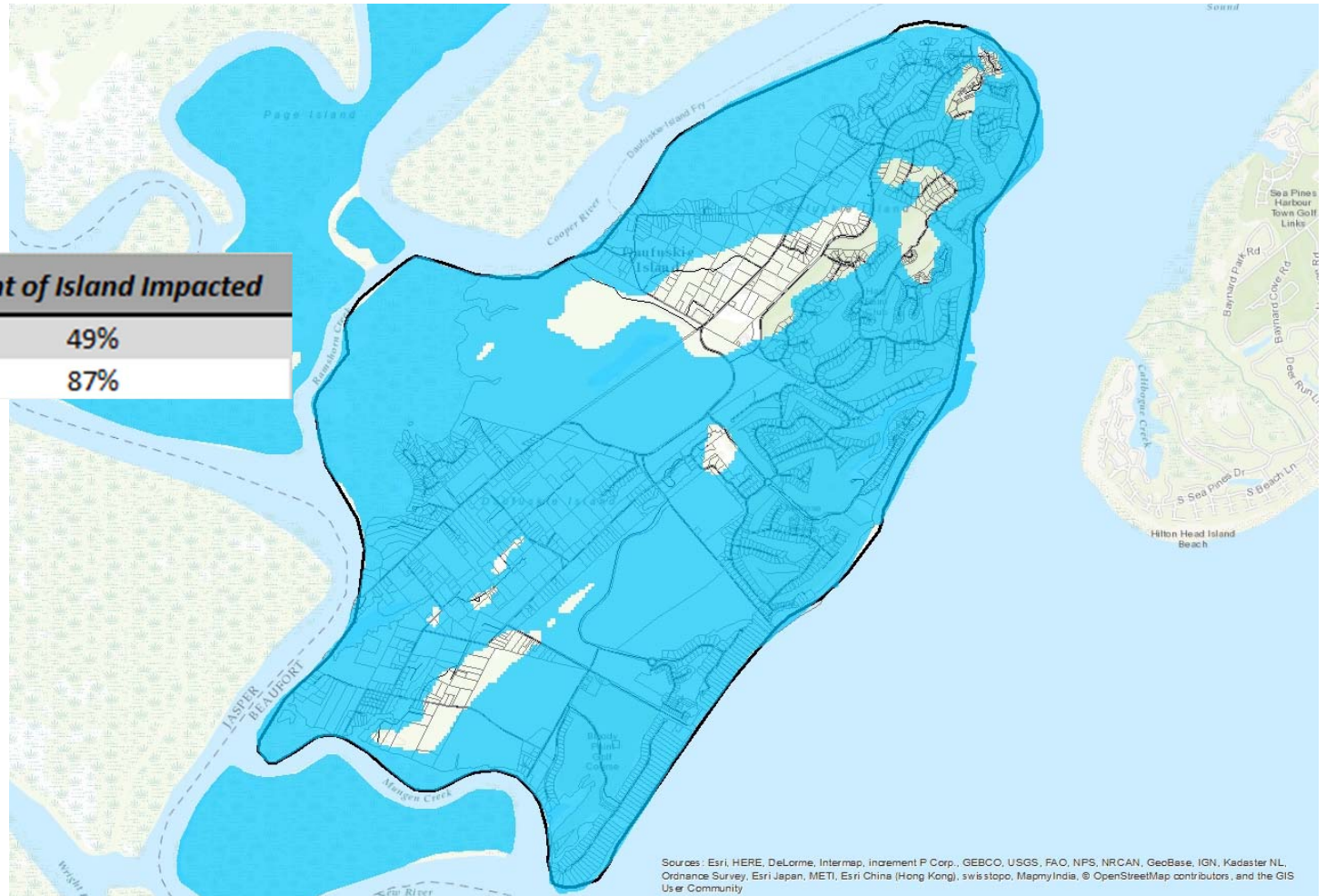
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



# Storm Surge

## Category 2

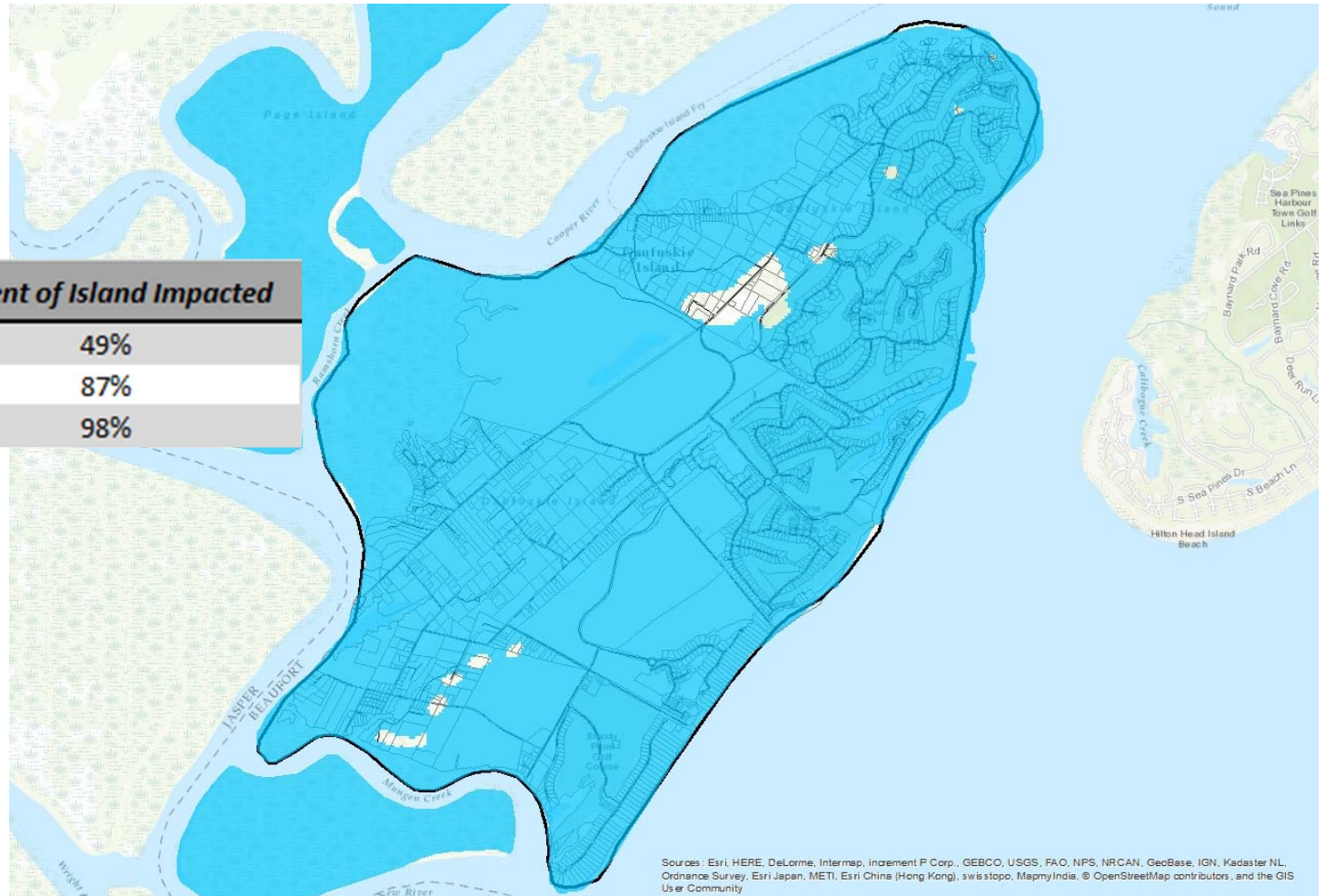
<i>Storm Intensity</i>	<i>Percent of Island Impacted</i>
Category 1	49%
Category 2	87%



# Storm Surge

## Category 3

<i>Storm Intensity</i>	<i>Percent of Island Impacted</i>
Category 1	49%
Category 2	87%
Category 3	98%

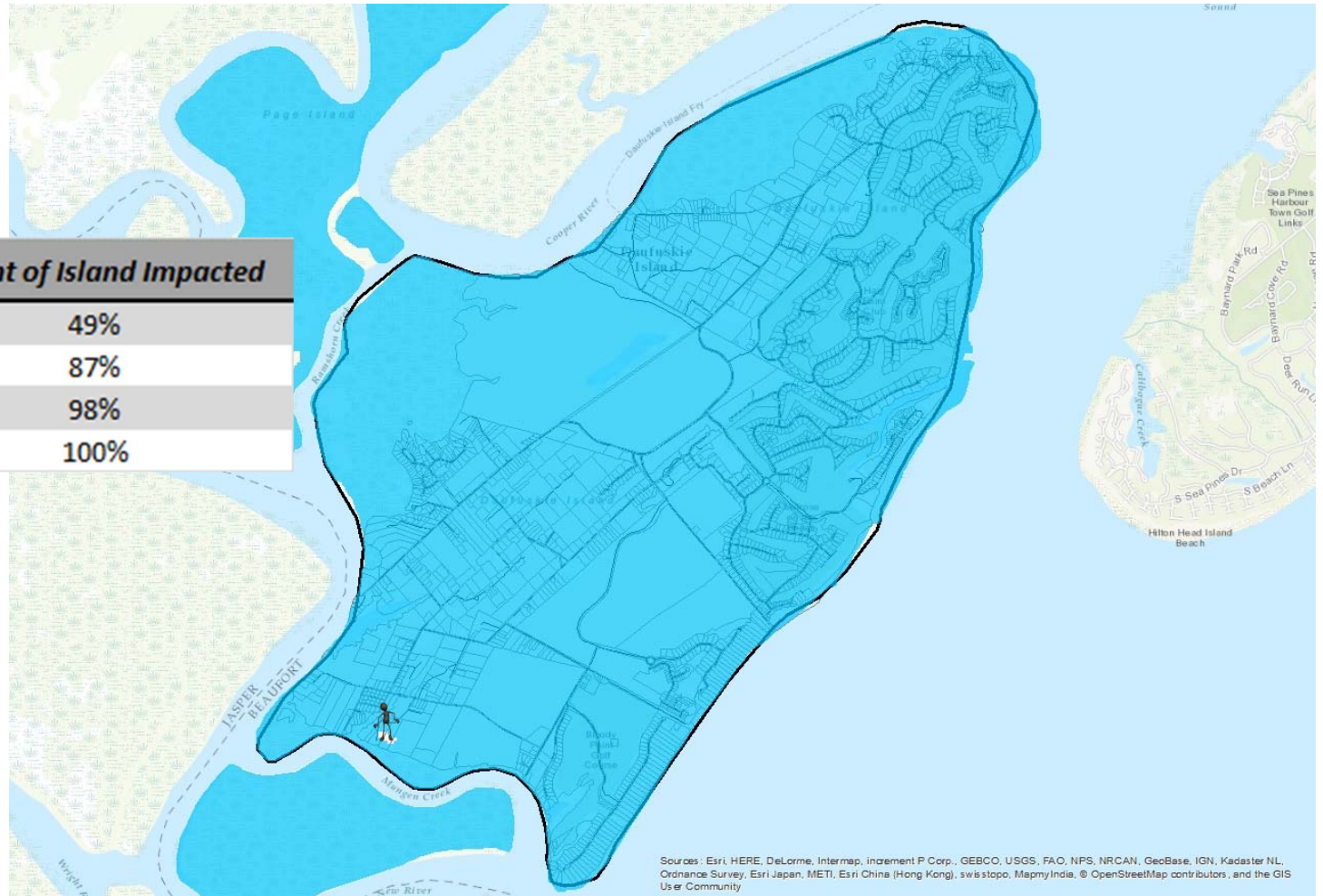




# Storm Surge

## Category 4

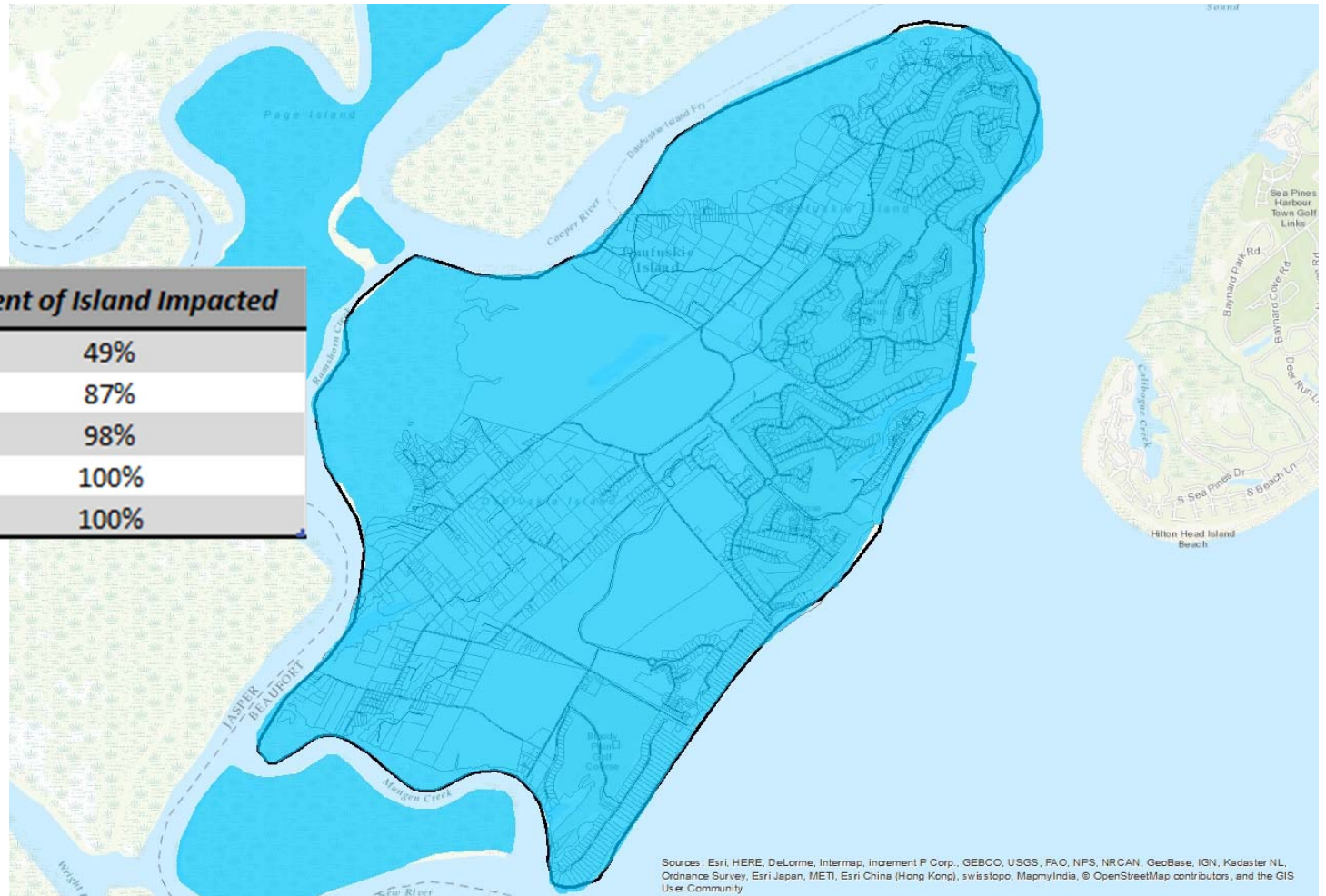
<i>Storm Intensity</i>	<i>Percent of Island Impacted</i>
Category 1	49%
Category 2	87%
Category 3	98%
Category 4	100%



# Storm Surge

## Category 5

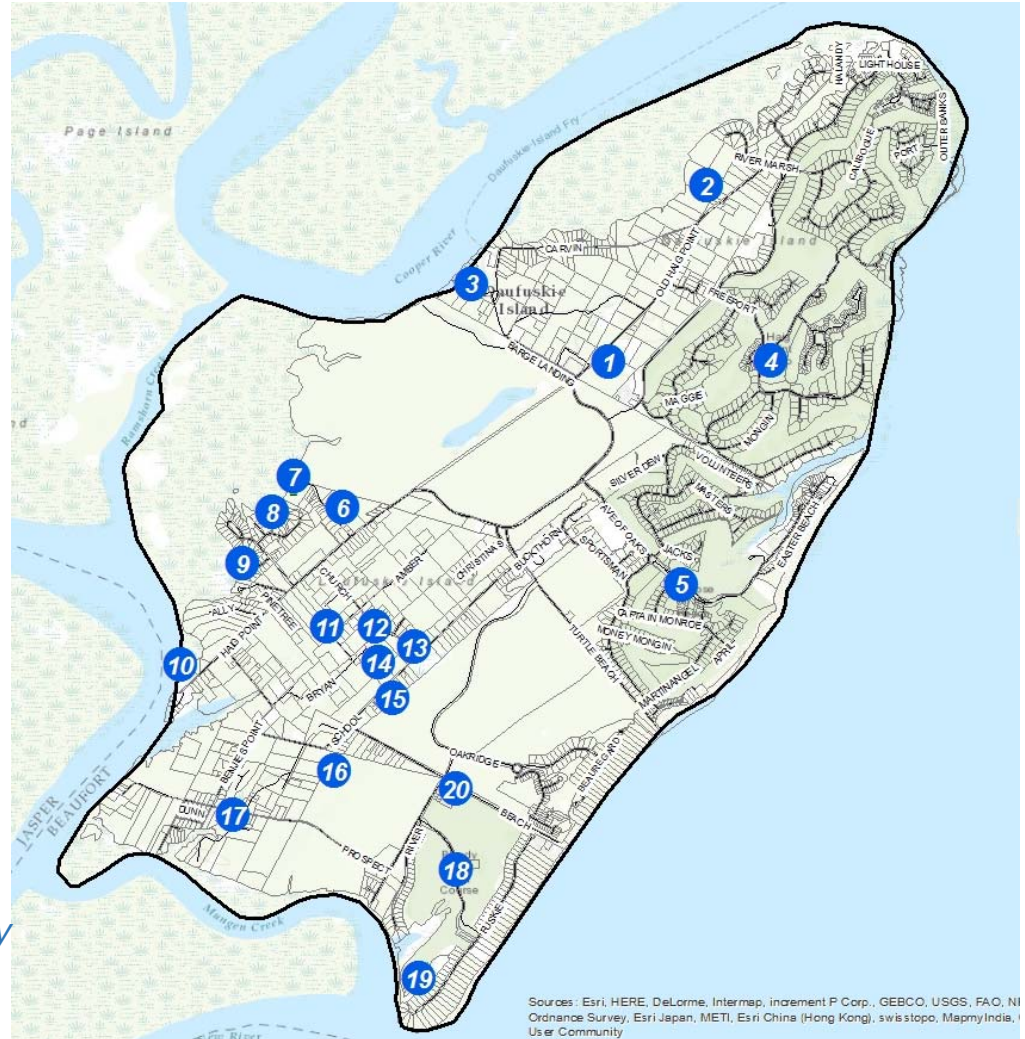
<b>Storm Intensity</b>	<b>Percent of Island Impacted</b>
Category 1	49%
Category 2	87%
Category 3	98%
Category 4	100%
Category 5	100%





# Community Features

1. *Mt. Carmel Baptist Church No. 2*
2. *Tabby Ruin*
3. *Cooper River Cemetery*
4. *Haig Point*
5. *Melrose*
6. *Oyster Union Society Hall*
7. *Hinson White House*
8. *Mary Field Cemetery*
9. *Sarah Grant Home*
10. *Public Dock*
11. *White School House*
12. *The Council Tree*
13. *First Union African Baptist Church*
14. *Mary Fields School*
15. *Frances Jones Home*
16. *Moses Ficklin Cottage and Oak Tree*
17. *Mary Dunn Cemetery*
18. *Bloody Point*
19. *Bloody Point Cemetery*
20. *Bloody Point Lighthouse and Silver Dew Winery*









## SURVEY RESULTS



# DAUFUSKIE ISLAND MASTER PLAN AND CODE UPDATE

## SURVEY

### HAS YOUR VOICE BEEN HEARD?

Daufuskie Island is currently in the process of updating the Daufuskie Island Plan and Code. Information about the Plan and recent meetings may be viewed at:

[www.daufuskiecouncil.com/daufuskie-plan-review](http://www.daufuskiecouncil.com/daufuskie-plan-review)

At a public meeting held June 29, 2017 at Mary Fields School, meeting participants identified and prioritized goals for the community to inform the future vision for the island. To ensure broad participation in the planning process, a survey has been placed online. Hard copies are also available. Survey responses will be collected through August 22, 2017.

Please use the following link to access the online survey:

<https://www.surveymonkey.com/r/DaufuskieMasterPlan>



**The Comprehensive Plan charts the future course of the Island and your participation is vital.**

## Daufuskie Island Plan and Code Update - Public Survey

The Daufuskie Island Council and the Committee on the Daufuskie Island Plan and Code, in coordination with Beaufort County, initiated an update to the Comprehensive Master Plan and Development Code on June 5, 2017. The planning process includes ongoing public and stakeholder involvement that will guide the development of the plan.

The first public meeting was held on June 29, 2017 and this survey is designed to generate additional feedback from the public. Your responses will provide our planning team with a better understanding of current issues and opportunities on the island, along with insights regarding the vision and goals for the future of Daufuskie Island.

The survey should take 10-15 minutes of your time to complete. Please indicate your response in the space provided.

Thank you for your participation and interest.

1. What is your status on Daufuskie Island? Please select all that apply.

- Full-Time Resident
- Part-Time Resident
- Non Resident
- Property Owner
- Other (Please Specify) \_\_\_\_\_

2. If you are a resident, how long have you lived on Daufuskie Island?

- Less than 1 year
- 1-2 years
- 3-5 years
- More than 5 years
- N/A, I do not live on Daufuskie Island

3. Where on the island do you live or own property?

- Historic District
- Melrose
- Haig Point
- Bloody Point
- Other (Please Specify) \_\_\_\_\_
- N/A, I do not live or own property on Daufuskie Island

4. How often do you travel between the island and mainland?

- Everyday
- At least once per week
- Once per month
- I don't leave the island
- Other (please specify)\_\_\_\_\_

5. How do you typically access the island?

- Private boat, private dock
- Private boat, public dock
- Public Ferry
- Private Ferry
- Other (please specify)\_\_\_\_\_

6. What is your employment status?

- Full Time Employed
- Part-Time Employed
- Self Employed/Business Owner
- Unemployed
- Retired

7. If you are employed, do you work on or off the island?

- I primarily work on the island
- I primarily work off the island
- I primarily work on the island (from home)
- N/A, I am not currently employed
- Other, please specify:\_\_\_\_\_

8. If you own a business on the island, what kind of business do you own/operate?

- Retail / Business and Information
- Real Estate & Housing
- Food & Hospitality
- Agricultural & Forestry / Wildlife
- Construction / Utilities / Contracting
- Finance & Insurance
- Other (Please Specify) \_\_\_\_\_
- N/A, I do not own or operate a business on the island.



9. If you own a business on the island, how many full and part-time employees do you have? Please indicate the number of full-time, part-time, and contract employees in the spaces provided.

- \_\_\_\_\_ Full-Time
- \_\_\_\_\_ Part-Time
- \_\_\_\_\_ Contract Employee
- \_\_\_\_\_ N/A, I do not own or operate a business on the island.

10. What are the major challenges you face as a business owner on the island? Please select all that apply.

- On-island Transportation
- Getting Goods / Services to the Island
- Finding Employees
- Funding
- Other (Please Specify) \_\_\_\_\_
- N/A, I do not own / operate a business on the island.

11. Rank on a scale of 1-8, (with 1 being the highest priority and 8 being the lowest priority) what aspects of the community should be considered highest priority?

Community Goals	Priority Ranking							
	Highest	→						Lowest
	1	2	3	4	5	6	7	8
Preservation of Community Character								
Environmental Stewardship								
Preservation /Enhancement of Community Assets								
Preservation of Limited Access to the Island								
Balance Commercial and Residential Growth with Existing Community Character								
Sustainable Economy Compatible with Existing Island Character								
Preservation of Island History and Culture								
Balance of Infrastructure and Undeveloped Environment								

12. Preservation of community character was a major concern for citizens who attended the public meeting held in June. Please indicate below if you strongly agree through strongly disagree with the characteristics identified by citizens as major contributors to the Daufuskie Island’s community character.

Community Character	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Low crime / safe without significant police presence					
Tree lined roadway network					
Diversity of community (people and built environment)					
Slower pace of life					
Network of unpaved roads					
Not overly commercialized					
Quietness					
Rustic / rural character					
Safety in adventures for children					
Community involvement / sense of community					
Lack of large commercial / retail developments					
Undisturbed natural environment / nature / trees					
Other, please specify:					

13. What do you love most about living on Daufuskie Island? Please select the top three (3).

- Safety
- History / Culture
- Water
- Sense Of Community / People
- Unique Community Character
- Geographic Location / No Bridge
- Rural Lifestyle
- Small Businesses
- Natural Beauty
- Artisan Culture
- Other (Please Specify) \_\_\_\_\_

14. What do you dislike if anything about Daufuskie Island?

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I do not dislike anything about Daufuskie.

15. Based on feedback from members of the public and stakeholders during the project kick-off workshop, a draft vision statement was developed. It states that:

*“Daufuskie is a pristine sea island with extraordinary natural, cultural and historic resources. Our vision is to support balanced, mindful growth that provides a sustainable economy, while preserving our unique and diverse community character, rural sense of place, and isolated island lifestyle. While recognizing property owners’ rights to reasonable use of their land, we will minimize the threat to our natural environment, cultural and historic resources, and ensure the preservation of Daufuskie Island’s natural beauty.”*

How do you feel about the draft vision statement for Daufuskie Island?

- I agree with the draft vision statement.
- I disagree with the draft vision statement.

Please use the space below to provide comments pertaining to the vision statement.

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16. What Is Your Age?

- Under 18 years
- 18-24 years
- 25-34 years
- 35-44 years
- 45-54 years
- 55-64 years
- Age 65 or older

17. What is your Ethnicity?

- White
- Hispanic or Latino
- Black or African American
- Native American or American Indian
- Native Gullah
- Other (please specify) \_\_\_\_\_

Thank you for your participation. If you would like for our planning team to contact you regarding the Daufuskie Island Plan update and future participation opportunities, please provide us with your contact information.

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

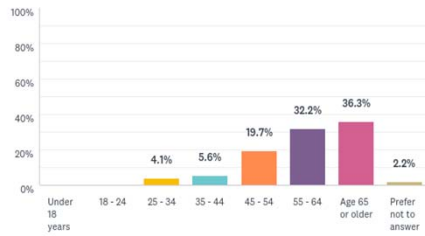
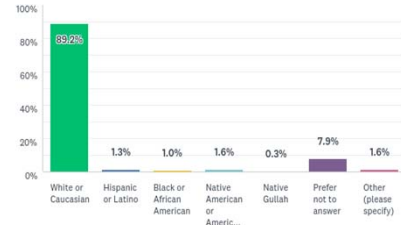
Email Address: \_\_\_\_\_



## Public Survey Results

Who participated in the public survey?

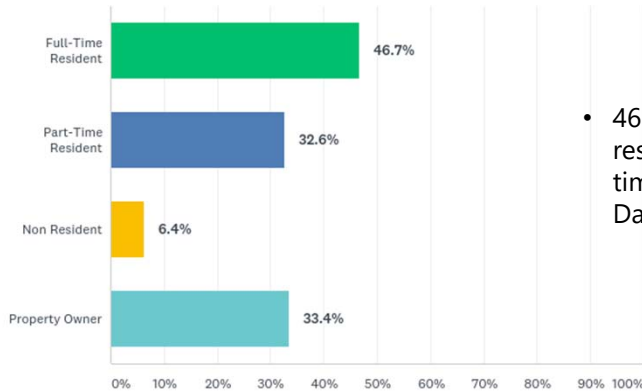
ANSWER CHOICES	RESPONSES
Historic District	21.1% 75
Melrose	17.7% 63
Haig Point	51.7% 184
Bloody Point	4.8% 17
N/A, I do not live or own property on Daufuskie Island	4.8% 17
<b>TOTAL</b>	<b>356</b>



- 51.7% Haig Point
- 21.1% Historic District
- 89.2% White or Caucasian
- 68.5% Age 55 or older

## Public Survey Results

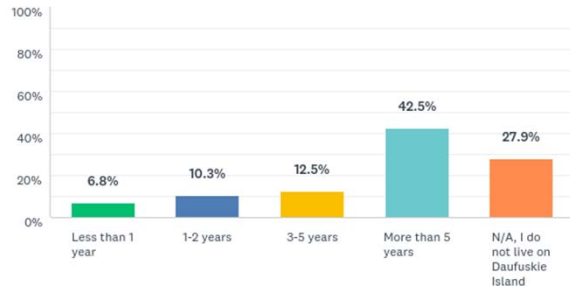
What is your status on Daufuskie Island?



- 46.7% of respondents are full-time residents of Daufuskie Island.

## Public Survey Results

If you are a resident, how long have you lived on Daufuskie Island?

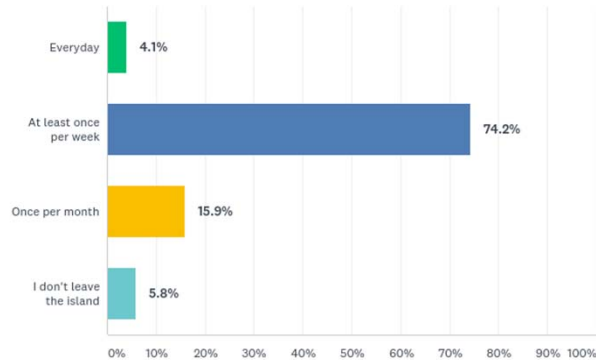


- 42.5% have lived on Daufuskie Island for more than 5 years.
- 6.8% have lived on the island for less than one year



## Public Survey Results

How often do you travel between the island and mainland?

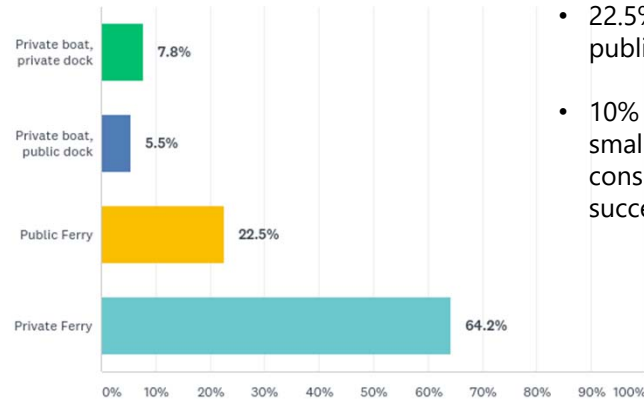


- 74.2% travel between the island and the mainland at least once per week.
- 5.8% of the respondents do not leave the island.



## Public Survey Results

How do you typically access the island?

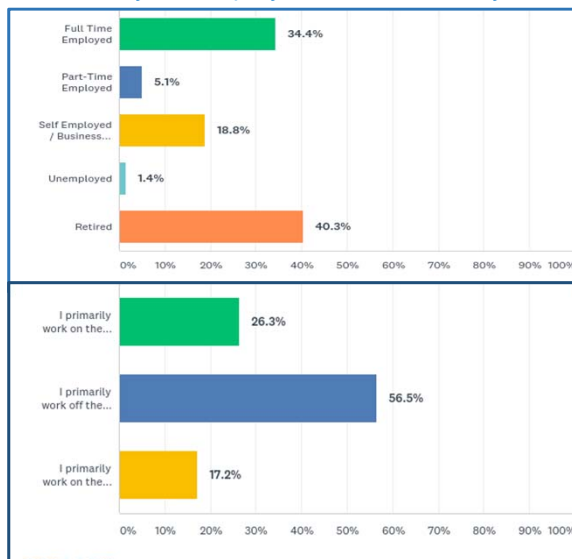


- 22.5% utilize the public ferry
- 10% transit usage in smaller urban areas is considered extremely successful



## Public Survey Results

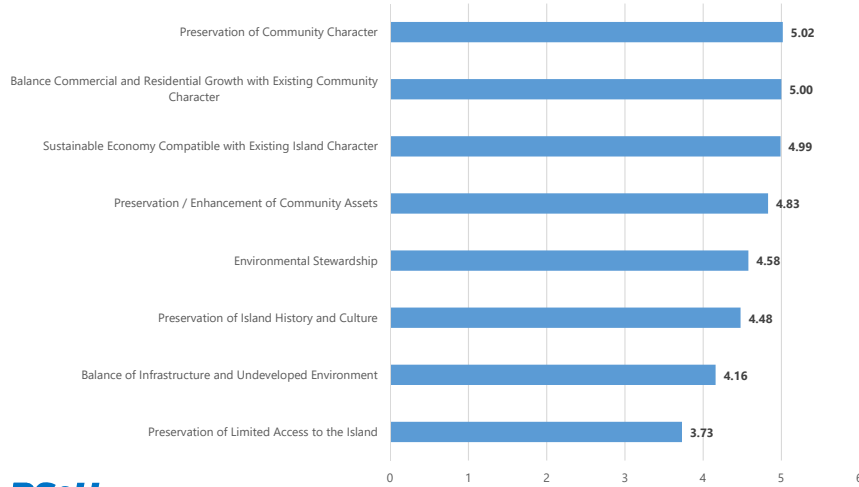
What is your employment status?/ Do you work on or off the island?



- 40.3% are retired
- 34.4% employed full time
- Almost 20% are self-employed
- 56.5% work off the island
- 17.2% work on the island from home

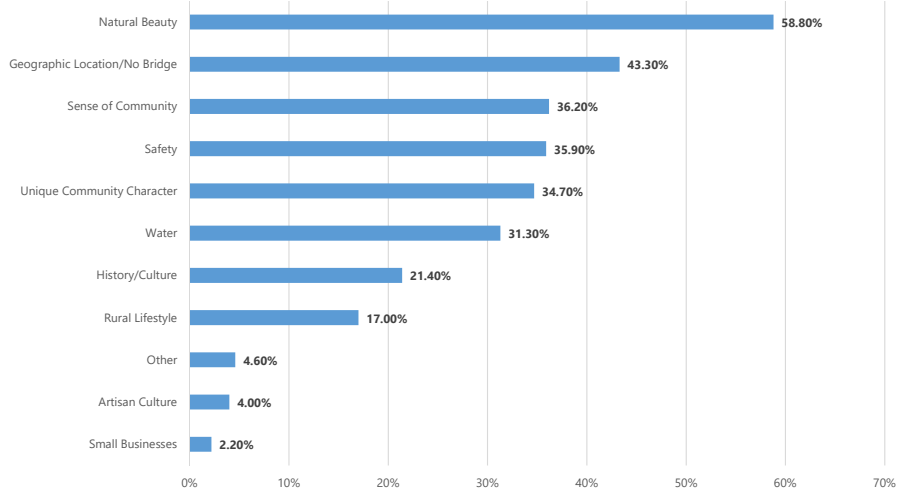
## Public Survey Results

Rank on a scale of 1 - 8, (with 1 being the highest priority and 8 being the lowest priority) what aspects of the community should be considered the highest priority?



## Public Survey Results

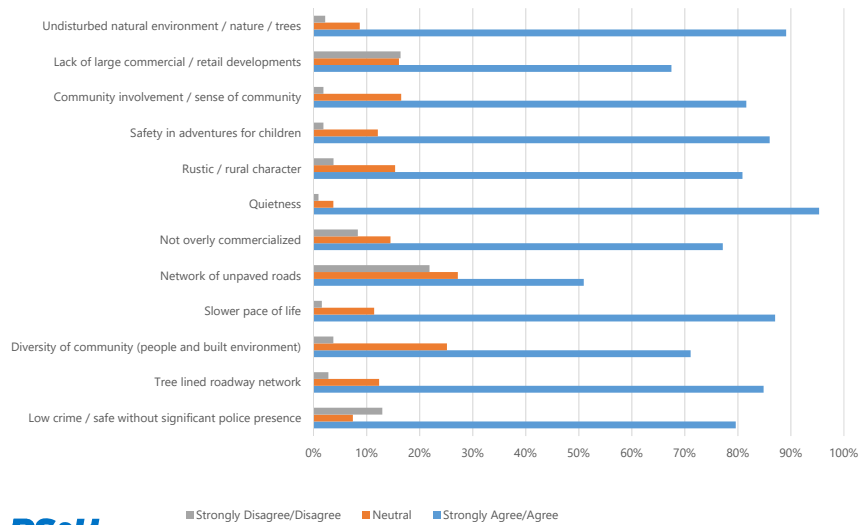
What do you love most about living on Daufuskie Island?  
(Select the top 3)





## Public Survey Results

Major Contributors to Daufuskie Island's community character.



## Public Survey Results

» Major Contributors to Daufuskie Island Character

– All were considered to be important by respondents

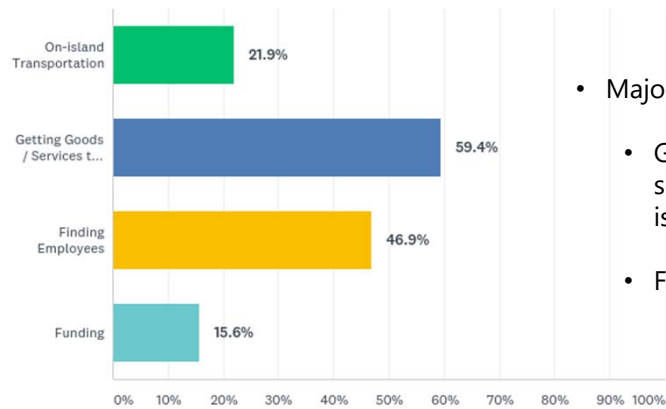
– The top three contributors:

- *Quietness*
- *Undisturbed Natural Environment/Nature/Trees*
- *Slower Pace of Life*



## Public Survey Results

What are the major challenges you face as a business owner on the island?



- Major Challenges:
  - Getting goods and services to the island
  - Finding employees

**RS&H**

## Public Survey Results

» What do you dislike about Daufuskie?

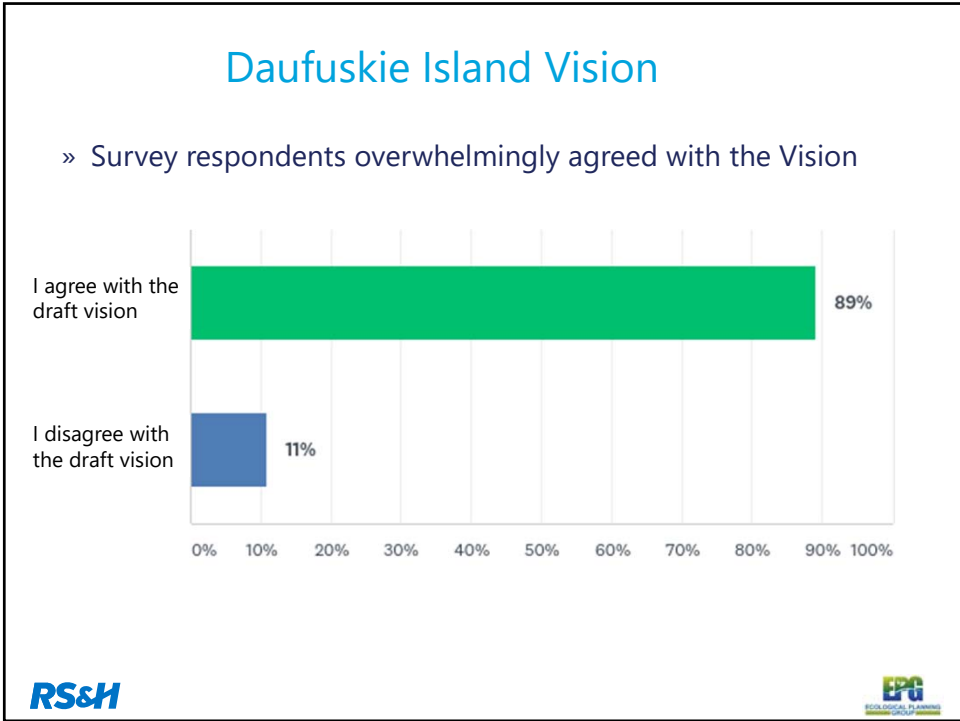
- Majority of the respondents did not dislike anything about Daufuskie
- Sample comments received multiple times:
  - *Bugs*
  - *Some people want to change it to be like where they came from*
  - *Snakes*
  - *Because I'm not a resident*
  - *Lack of respect/understanding between Island residents, particularly Haig Point and the Historic District residents*

**RS&H**

## Key Findings from Survey Results

- » Focus on Community Character
  - Preserving the community character
  - Balancing growth with the existing character
  - Sustainable economy compatible with existing character
  
- » Preservation of Community Assets, including the Environment and Natural Beauty
  
- » Respondents Liked:
  - Geographic location/No bridge
  - Quietness
  - Slower pace of life

**RS&H**



- ### Daufuskie Island Vision
- » Sample comments from those who disagreed with the Vision:
- Too long and wordy
  - Too short
  - Not focused enough; too vague
  - Daufuskie is not pristine
  - Isolated is not the correct word and has a negative connotation
- The figure is a text-based list of comments. The RS&H logo is in the bottom left, and the EPC logo is in the bottom right.



# *SECOND SURVEY RESULTS*



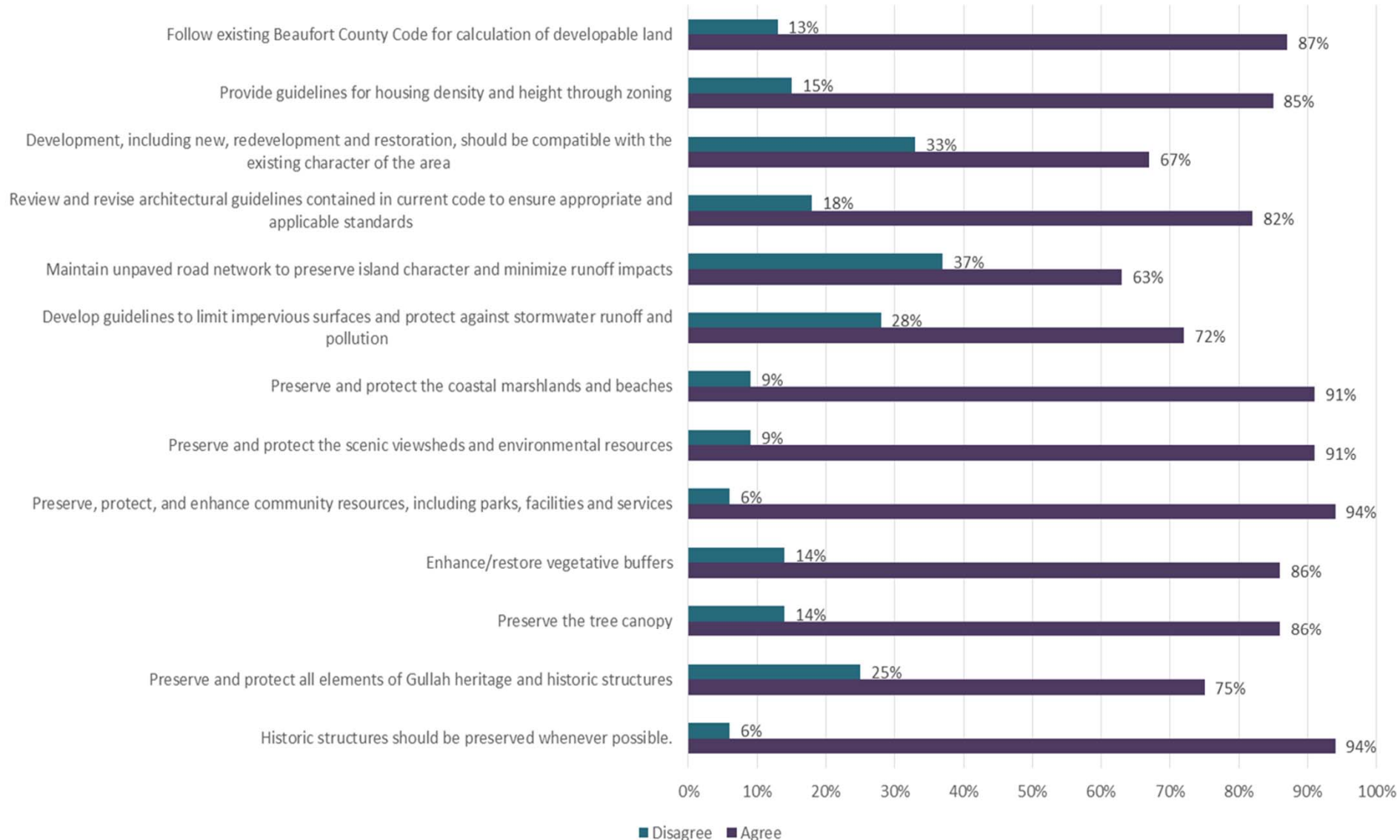
# Second Survey

- » Project Advisory Committee meeting: reviewed results from workshop
  - Overall development strategies
  - Character areas
  - Character area development strategies
  
- » Cross-referenced character areas with existing zoning and allowable densities
  
- » Requested feedback
  
- » Developed second survey to facilitate input

# Second Survey

- » 33 respondents; approximately 10% response rate
- » Survey open from December 1<sup>st</sup> through December 12<sup>th</sup>
- » Questions designed to obtain feedback on workshop results and existing densities

### Do You Agree with the Overall Draft Strategies?





## COMMENTS: OVERALL DRAFT STRATEGIES

Although I want to maintain and protect the character of DI, I also want to enable some new development specifically in the Mid Island district. I believe that this development could be done while maintaining the character of DI. I am unclear on the current calculation for developable land.

Increase in commercial endeavors are vital.

General Comment: the wording of all the questions makes it hard not to say YES, so you may not learn much from the survey. I forced a few NO's just so I could provide comments.

More development is needed to move the island forward, although it must be carefully controlled. Commonly used dirt roads should be paved and developers should be encouraged to develop various tracts in a tasteful and aesthetically pleasing way, while preserving our beaches, marshes and as many trees as is practical.

Most of the items above are already addressed by current County zoning as well as ORCM regulations. Additional or different guidelines specific to Daufuskie are unnecessary, potentially confusing and even detrimental to attracting new investment.

Some roads need to be paved and current paved roads need repair

Some of our frequently traveled unpaved roads are dangerous and poorly maintained. The mud following a rainstorm and the dust during dry periods are a huge problem.

Roads should be designed as appropriate for the area they are installed. Unpaved roads while quaint are difficult to maintain and are a problem for golf cart traffic when rutted and wet. Preserving Gullah culture is fine though not at the expense of a failing economy on the island.

Let the island develop to include necessary roadways

What does character of the area mean? Seems vague and subjective.

Preserve "all" Gullah elements etc. may be somewhat excessive....

Many of these questions are a bit misleading as to the degree of what we should attempt to achieve.

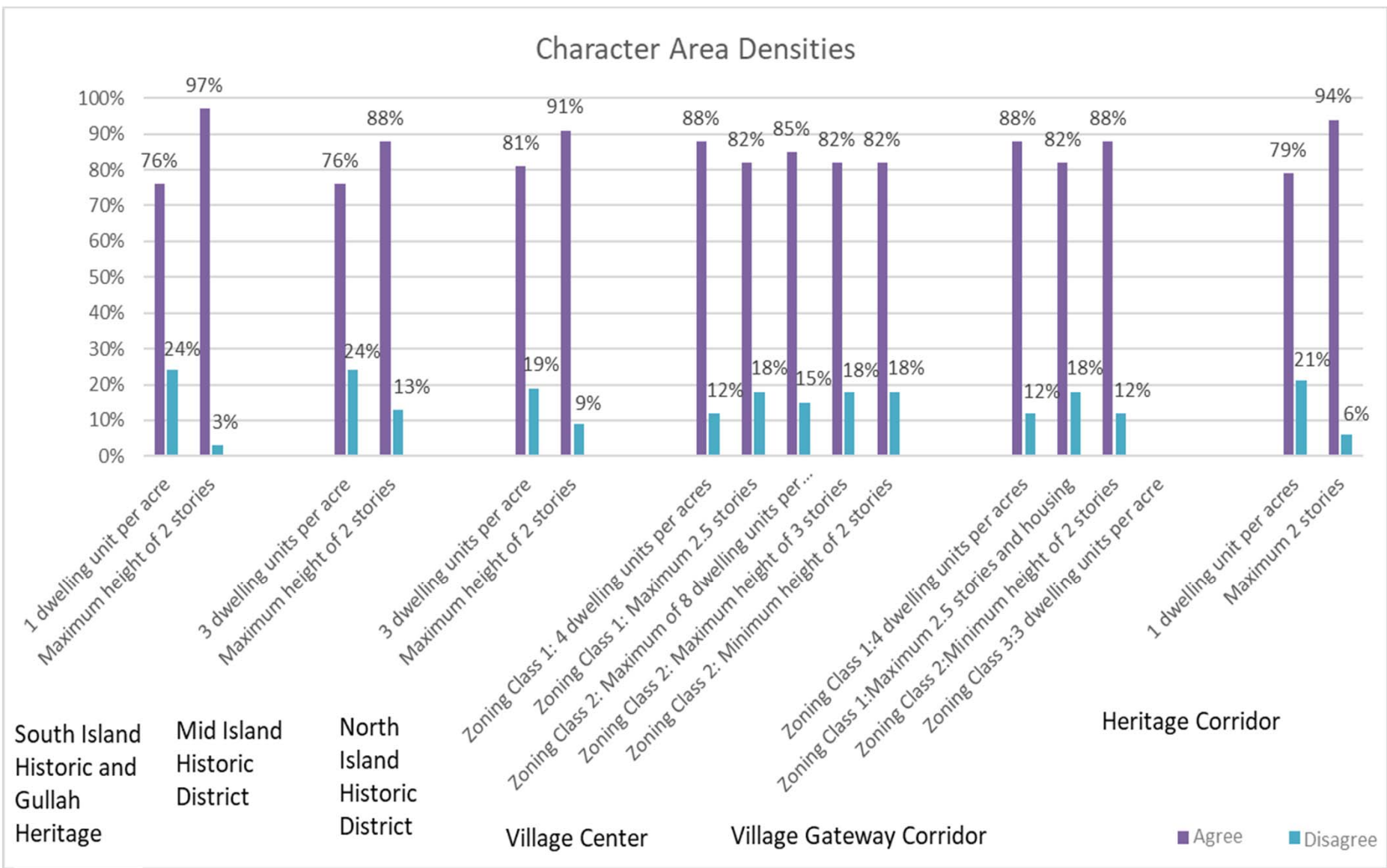
The way this is written is slanting the answer toward no development. I favor developing the Webb Tract while respecting our Island's character and history

Not familiar enough with these areas to know impact of any changes to further development

While I answered yes to all, I believe that certain of these are too vague or subjective. For example, depending upon the POV, the "existing character of the island" could mean many things. For some, it could mean maintaining an entirely rural environment which would impede any sort of growth. For clarity, I believe that the character needs more granularity.

County rules are excessive and ridiculous.

### Character Area Densities



**COMMENTS: CHARACTER AREA DENSITIES**

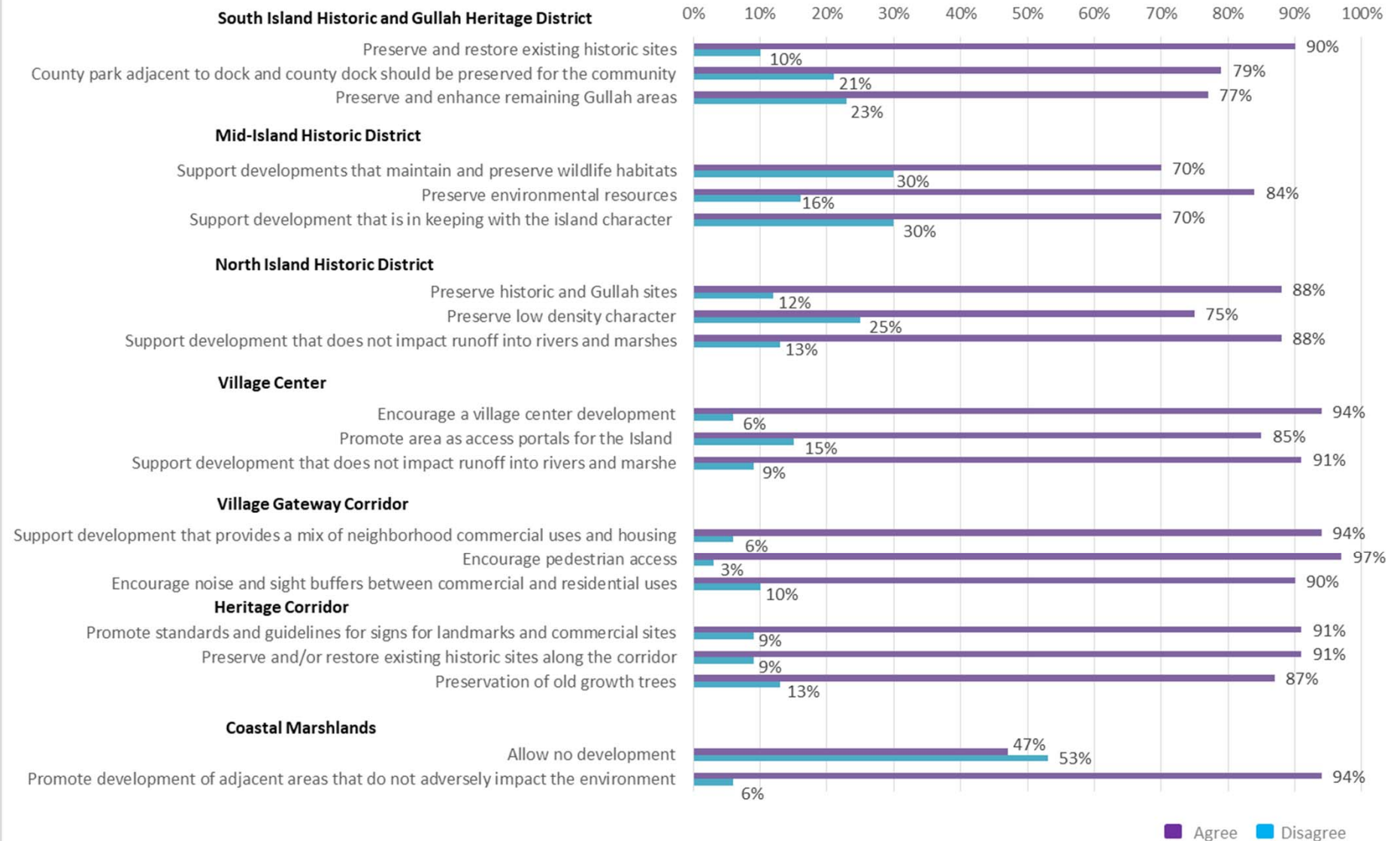
<b>South Island Historic District and Gullah Heritage Sub-District</b>
2 or 3 per acre is fine
<b>Mid-Island Historic District</b>
3 stories is fine
Only one dwelling
Existing zoning & requirements are adequate.
The Webb Tract is huge- greater density and taller structures in some areas would have no adverse impact
2/acre
Prefer to have buildings spread out, not in clusters.
Just not sure yet
<b>North Island Historic District</b>
Only one unit
Existing zoning & requirements are adequate.
Same answer as for Webb Tract. Land can be developed responsibly in many ways. If one owns a five acre site and agrees to only develop two in return for greater density on the two, we all win.
1 building/ residence per acre
I am not sure where this is? Generally I support density standards.
Should be same as south at 1 dwelling unit per acre
Not sure
<b>Village Center</b>
Existing zoning and requirements are adequate.
Marina boat storage building could be 75' tall
Village should 4 dwellings per acre with max of 2 stories
Sounds like enough for proper development

**COMMENTS: CHARACTER AREA DENSITIES (continued)**

Village Gateway Corridor
Existing zoning and requirements are adequate.
3-4 dwelling units per acre with max of 2 stories
I would like to think something built would fit in
Heritage Corridor
Thank you for your hard work. Balancing the need to support financial viability with the desire to preserve our island is a difficult task. Progress requires thoughtful change. No change ever leads to a downward spiral.
2 or 3 per acre is fine
Existing zoning and requirements are adequate.
2 per acre
Not sure impact



## Character Area Strategies



**COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES**

<b>South Island Historic and Gullah Heritage District</b>
The primary objective is preserving key assets for the community, but if there is a better use that benefits the entire island, it should be considered.
County dock area is an eyesore and should be tastefully improved.
Preservation of county dock area for the community is unnecessary
County dock area could also be utilized as a ferry landing for DI. Changes should not preclude that possibility.
Development in Webb and Oakridge should occur
Preserve but not at taxpayer expense. Preserve but not at the expense of deteriorating the economy of the island. We are already in deep trouble. We cannot help until our own future is assured.
There needs to be limited development to make the Island "livable and sustainable" which it is not today.
Preserve Gullah areas but enhance only through private partnerships.
I support preserving all Gullah heritage as well as enhancing provided enhancing does not mean expanding the Historic District to include the Webb Track etc. That makes no sense.
Not sure where they are and again what impact

**COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES**

<b>Mid-Island Historic District</b>
Of course the interpretation of this is subjective. I believe in maintaining and preserving and also enabling this part of the island to become a marine access location with some limited retail and condo type housing.
Increase in commercial endeavors as well as affordable housing is vital
If there is a development opportunity that will enhance the lives of most residents (a small commercial area with a grocery store, pharmacy, artisan shops, a few new restaurants, etc., then that should be considered despite displacing some wildlife habitat. The term "island character" is like mom and apple pie, but it is subject to interpretation, and I suspect there is a broad range of ideas as to what that really means.
if keeping with the island character is dirt roads and single wide trailers, then no.
I am opposed to any changes affecting the current Webb Tract. This area has been designated as a potential portal into DI and no changes should be considered which would discourage potential investors or development use. This area should not be designated as an historic district with all the restrictions that entails.
I support responsible development of Webb Tract. Has the committee met with the current owner (Pete Lang Group) or the option holder (Roger Freedman); If not - please do before recommending changes to current zoning.
Low income housing will destroy Daufuskie !!!!
Preservation of wildlife habitats should not be used as a means to restrict private property development rights in keeping with existing zoning, density and architectural guidelines. See prior comment: how is "island character" defined?
Again, this makes perfect sense provided it does not go too far and prohibits reasonable development of the island which is badly needed
In concert with developing the Webb Tract.
I plan to build in historic district and would like to think anything I build would fit in
It is difficult to answer no to any of these. That said, if these strategies imply changing the current zoning in this district to something less dense, I disagree. This district has always been viewed as an "island portal" that has the potential for a marina, light commercial & retail and residential. This should be maintained in the revised plan but in keeping with the above strategies. Since this is currently forestland, it is a natural wildlife habitat. Preservation of the natural habitat should not be used a justification to inhibit development.

**COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES**

<b>North Island Historic District</b>
Development with properly managed runoff should be considered when it benefits the island.
Similar answer to Mid-Island Historic district. No changes which would form a barrier to potential development of this area.
Cannot support preservation of low density without knowing what would be restricted. A half-acre lot requirement might be acceptable, but anything greater would unnecessarily inhibit responsible development- and serve no useful purpose.
Development should be encouraged. This makes it sound like all development will create problems.
IF kept to the current zoning areas
All development subject to restrictions of two stories and no more than 3 living units per acre
Not familiar with areas size and impact of this



**COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES**

<b>Village Center</b>
Everything you do costs something - money, fewer trees, more runoff, etc. The costs and benefits to the island need to be properly evaluated.
Runoff is already covered under existing state and federal regulations.
The Character area map has only one "Village" designation and it appears to be the Melrose / Freeport area. Webb Tract should be included.
Access to Daufuskie should be encouraged ONLY to healthy developments and communities. The island cannot afford to encourage people when there isn't a plan to sustain a healthy economic living environment
Enhance what we have
This promotion of the village as an island portal should not be done to the exclusion of the current Webb Tract (renamed Mid-Island Historical: why?) The current zoning of Webb Tract with the vision for this area as the island portal should be preserved.
Development in balance with nature. Not impossible.
This should not be used as a replacement strategy for rezoning the Webb Tract to not be encouraged as a retail village. The vision for the island has always been that Webb Tract be a marine portal. Trying to use this as an acceptable replacement is too limiting.
No to the Webb tract project currently proposed.
Please see my response to "e" above--also applicable here. The Character area map has only one "Village" designation and it appears to be the Melrose / Freeport area. Webb Tract should be included.
Manage the development in such a way that we can all coexist together while getting the benefit of development.
NO to current Webb tract proposal.

**COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES**

<b>Village Gateway Corridor</b>
Please see my response to "e" above--also applicable here. The Character area map has only one "Village" designation and it appears to be the Melrose / Freeport area. Webb Tract should be included.
Manage the development in such a way that we can all coexist together while getting the benefit of development.
NO to current Webb tract proposal.
<b>Heritage Corridor</b>
If this is Cooper River Landing Road --- I cannot support without knowing what we are trying to preserve. I spend an inordinate amount of time picking up trash on Cooper River Landing Road-- people who truly care about DI need to stop using our roads as trash bins.
I think the handmade character of business signs suits Daufuskie and its population. While businesses and landmarks should not be advertised in a way that diminishes the island feel, I don't think it should all look alike.
Provided we have a good definition of Old Growth Tress I also would support this

**COMMENTS: CHARACTER AREA DEVELOPMENT STRATEGIES**

<b>Coastal Marshlands</b>
Never say never, or NO in this case. Keep an open mind, but only allow such development if there is an overwhelming benefit to the island.
Allowing no development is killing this island
Potential development should be examined on a case by case basis under existing state and federal laws protecting the marshland areas.
Prohibiting responsible development of privately owned land is de facto condemnation -and that would require compensation to the owners. Who will pay that?
If this means prohibiting development of Webb Tract which borders coastal marshlands, I do not agree.
Too broad of statement. The Webb Tract for example should be allowed to be appropriately developed.
All development should be subject to environmental standards/approvals from the State of SC
Like second questions wording better than first
See earlier remarks. We should preserve marshlands but allow development within the guidelines for OCRM critical lines.

*ADDITIONAL COMMENTS  
RECEIVED*





## ADDITIONAL COMMENTS RECEIVED

- Consider adding a second or third “village” zoning district.
  - Freeport is the logical first choice. Additional options:
    - Intersection of Haig Point Road and Oak Ridge could be “Village Industrial” for mini-storage facility, office-industrial space, a cabinet maker, trade shops, an auto mechanic, hardware store, diner, a builder’s office/warehouse, etc.
    - Area near the church in the proposed Gullah Heritage Sub-District where there is already a coffee shop and Daufuskie Blues. A good place for a post office, hair salon, alterations shop, artisan workshops, etc.
    - Area near the County Dock that is the second port of entry, but traditionally was our primary entry; villages traditionally evolved at transportation hubs.

## ADDITIONAL COMMENTS RECEIVED

### Commercial Space

- Permitting is difficult and expensive in Beaufort County and are the same for simple structures as for multi-story office buildings.
- Work with County to for updated building code category for “Light Commercial”
- Need simplification of code and requirements to encourage more small businesses

### PUDs

- Successful businesses on Daufuskie are proprietor’s businesses as PUDs have failed as resorts, although not residential communities
- Bloody Point and Melrose will eventually be broken up and need to be addressed in the plan update.
  - Apply Daufuskie archetypes apply to help avoid some future new houses looking like they were transplanted from an Atlanta suburb

## ADDITIONAL COMMENTS RECEIVED

### Density

- Must include discussion of sewer and water.
- For higher density areas, need to build small, affordable sewage treatment facilities and not increase the area served by the DI Utility Company

## ADDITIONAL COMMENTS RECEIVED

### Achieving the goal of maintaining rural character

- Form-based code has unintended consequences for landowners who are ready to build
- Beaufort County Zoning Department/Director has final approval on how a building looks
- Identify primary roads that have requirement to prove a vegetative buffer exists prior to the issuance of a building permit
- Applicants can:
  - Build to the style required, or
  - Demonstrate there is a vegetative buffer in existence so the look of the structure does not matter



## ADDITIONAL COMMENTS RECEIVED

- Focus on keeping the rural character of Daufuskie intact
- Request to rezone a specific property
- Economic Development
  - Daufuskie needs a strong branding and marketing theme to encourage economic development
  - Promote/encourage an eco-tourism based economy

**ORDINANCE NO. 2018 / \_\_\_\_**

**AN ORDINANCE CLARIFYING THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE**

**WHEREAS**, Beaufort County (“County”) adopts the most current building codes as established by the South Carolina Building Code Council pursuant to Ordinance 2013/30; and

**WHEREAS**, currently Beaufort County applies the 2015 International Building Code pursuant to the South Carolina Building Code Council’s adoption of said code; and

**WHEREAS**, the 2015 International Building Code incorporates into Chapter 1 the International Existing Building Code making the standards of the International Existing Building Code available to Beaufort County citizens and building code officials; and

**WHEREAS**, County Council adopted First Reading by Title Only, the 2015 International Existing Building Code at the August 27, 2018 County Council meetings in response to citizen concern about the application of building codes to a particular project; and

**WHEREAS**, the County Council finds that it will benefit the citizens and residents of Beaufort County to clarify that the 2015 International Existing Building Code is part of the existing Building Codes applied in Beaufort County; and

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council does hereby amend Section 74-64 of the Beaufort County Code of Ordinances by inserting the following indicated by double underlines:

**Sec. 74-64. - Adoption of building codes.**

(2) The International Mechanical Code, the International Energy Conservation Code, the International Plumbing Code, the International Fuel Gas Code, the International Fire Code, and the International Residential Code as published by the International Code Council, Inc. and the National Electrical Code as published by the National Fire Protection Association, the International Existing Building Code, along with amendment(s) as adopted by the South Carolina Building Code Council, shall be considered part of the requirements of this Code and shall serve as the minimum standard for the construction, alteration, use, demolition and removal of buildings or other structures, or any appurtenances connected or attached thereto with effective dates established by the South Carolina Building Code Council. A copy of each of the above codes and amendments as adopted by the South Carolina Building Code Council is hereby made a part of this chapter as fully and completely as if the same were set out herein verbatim.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

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

ATTEST:

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

First Reading by Title Only: August 27, 2018  
Second Reading:  
Public Hearing:  
Third and Final Reading:

2018/\_\_\_

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR SUPPLEMENTAL EXPENDITURE IN THE AMOUNT OF \$100,000 FOR FUNDING OF THE IMPACT FEE WAIVER FOR AFFORDABLE HOUSING DEVELOPMENT.

WHEREAS, on June 11, 2018, Beaufort County Council adopted Ordinance No. 2018/24 which sets the County's FY 2018-2019 budget and associated expenditures; and

WHEREAS, SC Code of Laws Section 6-1-970 and Section 82-32 of the Beaufort County Code of Ordinances provides for a waiver of impact fees for affordable housing development with the condition that the waived fees are funded by an identified source of funds other than impact fees; and

WHEREAS, on August 20, 2018 there was a joint meeting of the Natural Resources Committee and the Community Services Committee that included discussion of the Housing Needs Assessment wherein funding the impact fee waiver for affordable housing was considered; and

WHEREAS, on August 27, 2018 the Finance Committee unanimously recommended approval of a \$100,000 supplemental appropriation for the purpose of funding the impact fee waiver for affordable housing developments; and

WHEREAS, recently an affordable housing development requested a waiver under Section 82-32 however were denied the waiver because no alternative funds were identified as required by ordinance; and

WHEREAS, certain additional expenditures not previously contemplated are necessary and in the best interest of the safety, health and welfare of the citizens of Beaufort County; and

WHEREAS, Beaufort County Council has determined it to be in the best interest of its citizens to approve this supplemental expenditures as provided herein.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that the FY 2018-2019 Beaufort County Budget Ordinance (Ordinance 2018/24) is hereby amended in the following manner:

1. Ordinance 2018/24 Section 4(II)(K) is hereby amended to include in the "General Government Subsidies" an additional approved appropriation of \$100,000 so that the total budget for item "K" equals \$1,285,579.



DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

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

ATTEST:

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

First Reading by Title Only: August 27, 2018

Second Reading:

Public Hearing:

Third and Final Reading:



# COUNTY COUNCIL OF BEAUFORT COUNTY

## Public Safety Division

**To:** Chairman Dawson, Governmental Committee  
**From:** Philip Foot, CJM. Public Safety Division Director  
**Subject:** The Proposed Changes to Chapter 90: Parks and Recreation  
**Date:** 8/17/2018

### **Executive Summary:**

The Parks and Leisure Services Department (PALS) is submitting this proposal seeking Council's approval of the changes made to Chapter 90: PARKS AND RECREATION. The revised ordinances reflect the current operations of the services and operations provided by PALS.

The key changes are as follows:

1. ARTICLE II:
  - a. Name Change: Parks and Leisure Services will like to change its name to the Department of Parks and Recreation. This name change will also apply to the overseeing board; the Parks and Leisure Board would be changed to the Parks and Recreation Board. Parks and Recreation better reflects the services provided by the department, as its focus is to provide a myriad of recreational programming to the residents of Beaufort County.
  - b. Parks and Recreation Board: The revision now includes the rights of the Director to appoint a staff member to serve as secretary for the Board. It also omits the Board's duties to secure donations for PALS facilities and programs.
2. ARTICLE III, Sec. 90-63:
  - a. Prohibitions: Changes have been made to better reflect the current operations at all public beaches. The following have been added: updated fireworks policy; and the ban of open fires, overnight camping, alcohol consumption, solicitations, and possession of firearms.
3. Article IV:
  - a. This article has been changed from Alcohol to Facilities; Alcohol is now a section under this article. The ordinance now explicitly states alcohol is prohibited in all facilities unless approved through a special permit by the County Administrator.
  - b. Use of Facilities was added under this articles; it provides a guideline of when facilities can be used by the public, rental procedures, and a list of prohibited activities.
  - c. The process of the determination and management of fees and programming is also provided under this Article.
  - d. The guideline of facility and land memorialization was added.
  - e. It provides a guideline for the screening of all Parks and Recreation volunteers, as well as the Director's right to revoke someone's volunteering status.

Chapter 90 - PARKS AND RECREATION<sup>[1]</sup>

Footnotes:

--- (1) ---

**Cross reference**— Environment, ch. 38; parks and recreation facilities impact fees, § 82-51 et seq.; waterways, ch. 102; use regulations for recreational institutional, § 106-1254.

ARTICLE I. - IN GENERAL

Sec. 90-1. - Camping on public boat landings and roadside parks.

- (a) *Prohibited.* The public boat landings and roadside parks in the county shall not be used for camping, parking camper trailers, or the erection of tents, except at those landings and roadside parks where camping or parking is specifically authorized and signs to that effect are posted.
- (b) *Penalties.* Any person violating this section shall be guilty of a misdemeanor and, upon conviction thereof, shall pay such penalties as the court may decide, not to exceed \$200.00 or not to exceed 30 days' imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation, which shall subject the offender to liability prescribed in this section.

(Code 1982, §§ 13-17, 13-18)

Secs. 90-2—90-30. - Reserved.

ARTICLE II. - PARKS AND ~~RECREATION~~LEISURE SERVICES BOARD<sup>[2]</sup>

Footnotes:

--- (2) ---

**Cross reference**— Boards and commissions, § 2-191 et seq.

Sec. 90-31. - Purpose.

The purpose of the parks and ~~leisure services~~recreation board shall be to serve as the official advocate for recreational and ~~program~~leisure services county-wide including active sports, cultural activities, and parks and facilities development.

(Code 1982, § 11-21; Amend. of 10-28-2002, § I)

Sec. 90-32. - Membership; compensation.

- (a) *Membership.* [Membership on the parks and ~~recreation~~leisure services board shall be as follows:]
- (1) Three members shall be appointed from northern Beaufort County; and
  - (2) Three members shall be appointed from southern Beaufort County; and
  - (3) One member shall serve at large. This member shall rotate between northern and southern Beaufort County when a vacancy occurs; and

- (4) One member shall be appointed from the military, who shall serve ex officio; and
  - (5) One member shall be appointed from the Beaufort County School District Administration, who shall serve ex officio.
- (b) *Term.* The term of office shall be in accordance with the county template ordinance [subsection 2-193(b) of this Code].
- (c) *Compensation.* No member of the board shall receive any financial compensation for services as a member of the board.
- (d) A staff member appointed by the director of the parks and recreation staff shall serve as secretary of the board, record minutes, and in a timely manner submit them to council.

(Code 1982, § 11-22; Amend. of 10-28-2002, §§ II, III, V)

Sec. 90-33. - Duties and responsibilities.

The ~~powers and~~ duties and responsibilities of the parks and ~~recreation~~leisure services board shall be to:

- (a) Identify and recommend ~~potential~~potential sites, facilities, and programs deemed appropriate to meet the ~~leisure and~~ recreational program needs of county residents;
- (b) Participate in the selection of appropriate candidates, in accordance with state laws and at the administrator's discretion, for the position of director when the position becomes vacant;
- (c) Provide input on the acquisition of properties, facilities, and selective equipment useful in the operation of the department;
- ~~(d) Work cooperatively with county officials to secure donations of funds, services, real estate, or interest thereon, to establish or improve general recreational facilities and programs;~~
- ~~(de) Set the~~Provide oversight for ~~input on~~ rates and fees charged for use of facilities, programs, and services;
- ~~(ef)~~ Work in concert with staff to establish guidelines governing the use of sites and facilities to ensure effective operation, maintenance, and security of same; and
- ~~(fg)~~ Provide input to the process and review of the parks and ~~recreation~~leisure services budget, as prepared by the director for submission to the county administrator; ~~and-~~
- (g)- Review and provide input regarding major structural changes or renaming of county recreational facilities, to include memorialization of athletic fields and recreational buildings. In accordance with Beaufort County Policy Statement PS-10.

(Code 1982, § 11-23; Amend. of 10-28-2002, § IV)

Secs. 90-34—90-60. - Reserved.

ARTICLE III. - PUBLIC BEACHES<sup>[3]</sup>

Footnotes:

--- (3) ---

**Cross reference**— Natural resource protection standards for beach-dune, § 106-1844.

Sec. 90-61. - Purpose.

The county council recognizes that public beaches are for the use and enjoyment of the people, and that it is in the public's interest that laws be promulgated to protect the safety and cleanliness of the public beaches.

(Code 1982, § 11-8)

Sec. 90-62. - Definitions.

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

*Designated area* means a lineal section of beach frontage that may be designated from time to time by the county council for a special use (swimming, surfing, beaching of boats, etc.).

*Public beach* means that area lying between the low water mark of the Atlantic Ocean and the easternmost property line of the property owned by private individuals or corporations lying closest in proximity to the Atlantic Ocean. However, where there is a street leading toward the Atlantic Ocean, the public beach at these points means the area lying between the easternmost edge of the public street and the Atlantic Ocean.

(Code 1982, § 11-9)

**Cross reference**— Definitions generally, § 1-2.

Sec. 90-63. - Prohibitions.

The following shall be prohibited on public beaches:

- (1) *Vehicles*. Driving or operating any motor vehicle of any kind or ~~trailers~~ upon the public beach within the county shall be unlawful, provided that county vehicles operated while cleaning or working on the beach and county sheriff and emergency vehicles shall be exempt from the application of this subsection.
- (2) *Horses on beach*. Riding or driving horses on the beach shall be unlawful from March 15 to October 15.
- (3) *Sleeping on beach after midnight*. Sleeping by persons on designated areas of public beaches between the hours of 12:00 midnight and sunrise shall be unlawful.
- (4) *Manner of use of surfboards*. Using a surfboard in such a manner as to become a hazard to bathers, swimmers, surfers and other persons in the waters along the public beach by any person or failing, neglecting or refusing to keep his surfboard under reasonable control at all times shall be unlawful.
- (5) *Surfing near swimming areas*. Surfing will not be permitted within 300 feet of designated swimming areas at any time. ~~A marker will be placed showing a distance of 300 feet on both sides of permitted areas.~~
- (6) *Deposit of refuse on beach or in water*. Throwing, depositing or causing or permitting to be thrown or deposited any glass, bottle, glassware, can, or pieces thereof or any garbage, waste or refuse of any kind on the public beach or in the waters and lands adjacent to the public beach shall be unlawful.



- (7) *Shark fishing near designated swimming area.* Baiting or fishing by persons for sharks from the public beach to an area within one-half mile at a designated swimming area from March 15 to October 15 shall be unlawful.
- (8) *Shark fishing creating unsafe conditions.* Baiting or fishing for sharks at any time by persons from the public beach in such a manner that will create an unsafe condition or hazard to bathers, swimmers, surfers, fishermen and others in the water along the public beach shall be unlawful.
- (9) *Fireworks discharge.* Discharging of fireworks on public beaches shall be prohibited except by permit from the county administrator for planned fireworks displays. ~~Such permits must be obtained 24 hours in advance of the planned fireworks display.~~ Such permits must be obtained 10 business days prior to the event of the planned fireworks display and must be advertised to the public. This must be in accordance of ordinance 74-68.
- (10) *Operation of boats and skis or surfboards.* No person shall operate any motorboat or vessel or manipulate any ski, surfboard or similar device in a reckless or negligent manner so as to endanger the life, limb or property of any person. Operating or piloting a boat inside the area 50 yards from the high tide mark of the Atlantic Ocean along the public beach in any manner as to create a hazard to bathers shall be unlawful.
- (11) *Sand sailing in swimming areas.* Sand sailing shall not be permitted in areas designated as swimming areas. Sand sailing shall be prohibited for a period of two hours before and two hours after high tide and when there is less than 100 feet of hard surface beach to safely operate a sand sailer without endangering others.
- (12) *Operating boats, sand sailers, surfboards and similar devices under the influence.* Operating any motorboat or vessel or sand sailer or manipulating any water skis, surfboards or similar devices when under the influence of alcohol or any narcotic drug, barbiturate or marijuana shall be unlawful.
- (13) *Litter.* Littering the public beaches with cans, glass/plastic bottles, paper, or other materials shall be unlawful.
- (14) *Nudity.* Appearing in the nude on any public beach by any person shall be unlawful.
- (15) *Dressing or undressing.* Dressing or undressing by any person on the beach, except in taking off or putting on coverup clothing and shoes, shall be unlawful.
- (16) *Glass containers.* Taking any glass bottle, drinking glass or other glass container on any public beach shall be unlawful.
- (17) *Animals.* The county animal control ordinance in chapter 14 of this Code shall apply at all times on the public beaches.
- (18) Fires. ~~Recreational Burning of open~~ fires shall be unlawful unless the Fire Official with jurisdiction issues a permit; no fires during turtle nesting season from May 1<sup>st</sup> to October 31<sup>st</sup>. Permanent grills provided by county/municipalities are exempt.
- (19) Overnight camping shall be unlawful.
- (20) The consumption or possession of alcohol shall be unlawful. Exception, federal, state, or county sanctioned wildlife rescue agencies in the performance of their official duties rescuing and/or aiding wildlife.
- (21) Solicitation of services or other commercial activity on Public Beaches shall be unlawful.
- (22) The possession of firearms or other weapons is prohibited.

(23) Parking shall be limited to designated areas. Any vehicle not parked within designated space may be subject to being towed at the owner's expense. Vehicles parked on private property without the owner's permission are subject to being towed per Chapter 70, Article II, Section 70-36 et seq.

(Code 1982, § 11-10)

Sec. 90-64. - Enforcement.

- (a) *Authority of beach patrol officers and ~~law enforcement~~police officers.* Those persons who shall be duly appointed as deputies or constables or who are county ~~law enforcement~~police officers shall have the power and authority to supervise and regulate surf fishing, physical activities, and swimming on the beaches, strand, and the Atlantic Ocean within the jurisdiction of the county and in those areas such persons shall have the responsibility to maintain peace and order.
- (b) *Power to recall swimmers.* The deputies, constables or county ~~law enforcement~~police officers shall have the power and authority to recall from the ocean waters and the surf adjoining the waters any person who shall be in the ocean waters a distance of more than 50 yards from the point where the ocean adjoins the strand or who shall be more than shoulder deep at any time or when the person shall be in danger of drowning or becoming imperiled or may imperil the safety of others, all of which shall be determined in the discretion of the deputies and constables, ~~law enforcement~~police officers or guards authorized by them.
- (c) *Power to recall swimmers in adverse weather or because of swimmer's condition.* Deputies and constables, ~~law enforcement~~police officers or guards authorized by them shall have authority to recall from the ocean waters and the surf adjoining the water any person who shall be in the ocean waters at any distance at any time when the condition of the wind, water, weather or any hazard, including the physical or mental condition of the person in the ocean waters, shall be such, in the discretion of those personnel as described in this subsection, as to constitute a danger to the health, life or safety of that person or other persons within the ocean waters.

(Code 1982, § 11-11)

Sec. 90-65. - Penalties.

Any person violating any section of this article shall be guilty of a misdemeanor and upon conviction thereof shall pay such penalties as the court may decide, not to exceed \$200.00 or not to exceed 30 days' imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation which shall subject the offender to liability prescribed in this section.

(Code 1982, § 11-12)

Sec. 90-66. - Alljoy Beach ~~location and access~~~~definition, rules and regulations.~~

- (1) *Alljoy Beach.* For the purposes of this section "Alljoy Beach" shall be defined as that area of land lying between the South Carolina Department of Transportation Right-of-Way for Alljoy Road and the waters of the May River. This property is further described as "Brighton Beach" in that certain deed from Thomas O. Lawton and C.E. Ulmer recorded in Book 54, Page 277 of the Beaufort County Register of Deeds Office and as shown on that certain plat recorded in Plat Book 3, Page 10.

(2) *Alljoy Beach hours of access.* Beach access shall be permitted from 6:00 a.m. through 9:00 p.m. No other access shall be permitted except during these times without the express written permission of Beaufort County.

~~(3) *Prohibitions.* The following shall be prohibited within Alljoy Beach:~~

- ~~(a) *Vehicles.* Driving or operating a self-propelled motor vehicle of any kind or nature upon Alljoy Beach shall be unlawful, provided that county vehicles operated while cleaning or working on the beach and county sheriff and emergency vehicles shall be exempt from the application of this subsection.~~
- ~~(b) *Parking.* Parking shall be limited to designated areas. Any vehicle not parked within a designated space may be subject to being towed at the owner's expense. There shall be no parking within Alljoy Beach outside of the 6:00 a.m. to 9:00 p.m. operating hours. Vehicles parked on private property without the owner's permission are subject to being towed per chapter 70, article II, section 70-26 et seq.~~
- ~~(c) *Fires.* Burning of open fires shall be unlawful.~~
- ~~(d) *Fireworks.* Discharging of fireworks on Alljoy Beach shall be prohibited except by permit from the Beaufort County Sheriff's Office for planned fireworks displays. Such permits must be obtained 24 hours in advance of the planned fireworks display.~~
- ~~(e) *Overnight camping.* Camping by persons on Alljoy Beach area shall be unlawful.~~
- ~~(f) *Littering.* Littering the Alljoy Beach with cans, bottles, paper, or other materials, trash, or debris shall be unlawful.~~
- ~~(g) *Animals.* All animals must be on a leash at all times. Pet owners are responsible for the collection and proper disposal of animal waste in receptacles provided.~~
- ~~(h) *Alcohol.* The consumption or possession of alcohol on Alljoy Beach shall be unlawful.~~
- ~~(i) *Illegal substances.* The consumption, possession or use of illegal substances on Alljoy Beach shall be unlawful.~~
- ~~(j) *Soliciting.* Solicitation of services or other commercial activity on Alljoy Beach shall be unlawful.~~
- ~~(k) *Fishing.* Baiting or fishing at any time by persons from the Alljoy Beach shall be unlawful.~~
- ~~(l) *Trailers.* The use of trailers of any kind or nature upon Alljoy Beach shall be unlawful.~~
- ~~(m) *Firearms.* The possession of firearms or other weapons on Alljoy Beach is prohibited. All individuals properly permitted to carry firearms or otherwise in possession of a firearm must secure such weapon in a locked vehicle.~~

( [Ord. No. 2015/17, 6-8-2015](#) )

Secs. 90-67—90-90. - Reserved.

ARTICLE IV. - ~~USE OF ALCOHOLIC BEVERAGES ON COUNTY RECREATION FACILITIES~~<sup>[4]</sup>

Footnotes:

--- (4) ---

**Cross reference**— Signs, § 106-3141 et seq.

Sec. 90-91. - Purpose.

County recreation facilities are funded by the county for the purpose of carrying on ~~leisure,~~ recreation, programs, and sporting events. It is the policy of the county to regulate such facilities in a manner that will provide for greatest public use, enjoyment, and safety and to avoid interference and disorderliness of spectators and participants.

(Code 1982, § 11-1)

Sec. 90-92. - Definitions.

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

*Alcoholic beverage* means any liquor, beer, wine or intoxicating beverage.

*County recreation facility* means any ballpark, building, field or land owned, maintained or subsidized by the county for the purpose of carrying on recreation programs and leisure, sporting, ~~or recreation~~ activities.

*Recreation event* means any ~~leisure, sporting, or recreation game,~~ program, sporting, game or activity under the supervision of the county recreation director or his staff.

(Code 1982, § 11-2)

**Cross reference**— Definitions generally, § 1-2.

Sec. 90-93. - Enforcement.

The county sheriff shall be responsible for enforcing this article.

(Code 1982, § 11-6)

Sec. 90-94. - Penalties.

Any person violating any section of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall pay such penalties as the court may decide, not to exceed \$200.00 or not to exceed 30 days' imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation which shall subject the offender to liability prescribed in this section.

(Code 1982, § 11-7)

Sec. 90-95. - ~~Alcohol Prohibitions.~~

~~The consumption and possession of alcoholic beverages shall be prohibited on any county recreation facility two hours before and during the time in which a recreation event is taking place.~~

(a) The consumption and possession of alcoholic beverages shall be prohibited on any county recreation facility, unless otherwise approved through special permit signed by the county administrator or his/her designee.

(b) Such permits shall not be approved if requested use of alcohol will occur on a facility within two hours prior to a county-sponsored sporting event, community activity, or special event and during the time such activities are taking place.

(c) In such cases where a special permit for alcohol consumption is approved, any person, family, group, or team consuming or possessing alcoholic beverages shall be responsible for any litter or destruction incurred during the use of recreation facility.

(Code 1982, § 11-3)

Sec. 90-96. - Posting of signs: Use of Recreation Facility

~~Signs with the words "no alcoholic beverages allowed on county recreation property" shall be conspicuously posted at the entrance to each recreation facility in the county.~~

- (a) All recreation facilities shall have signs posted which specify hours the facility is open and available to the public. If for some reason a sign is not posted the hours of operation will be sun up to sunset unless an organized activity is approved with recreation department.
- (b) No outdoor facility which is not lighted shall be open to the public in hours of darkness unless approved in advance for special purposes. Use, occupation, or loitering on such properties during hours of darkness shall be considered trespassing.
- (c) County sponsored recreation activities will take precedence over requests for facility use and/or athletic field rentals.
- (d) Approved rental, or other use permitted by the county of any given recreation facility or athletic field will take precedence over general public use. All facilities shall be rented in the event an activity of 10 or more participants is taking place.
- (e) With the exception of county vehicles in the performance of official duties and county approved contractor vehicles in the performance of service, driving on athletic fields is strictly prohibited. Violators shall be charged with unlawful trespassing and will further be held legally and financially liable for any damage incurred as a result of trespassing with a vehicle.
- (f) No activity may take place that will cause injury to persons or property, to provoke disorderly conduct or create a disturbance. The concentration of persons at the activity will not unduly interfere with the proper utilization of the park, park facility, recreation facility, and/or playground or any portions thereof.
- (g) All fees and deposits are due 14 days prior to the event unless otherwise approved by the director.
- (h) Prohibited activities shall be as follows; destruction of property, solicitation, fireworks, weapons, litter, golfing, remote control devices, hot air balloons, treasure hunting, metal detectors and digging, pets, camping, professional video equipment (does not include personal cell phones or video cameras), unlawful activities, commercial activities, or camping. Any exception must be made in writing and approved by the Director.
- (a)(i) No animals are allowed in the parks. Dogs are only allowed in the designated dog park areas.

(Code 1982, § 11-4)

Sec. 90-97. — Permitted use.

The following designates when alcoholic beverages are permitted at county recreation facilities:

- (1) ~~No scheduled event; compliance.~~ Alcoholic beverages shall be permitted on recreation facilities providing no recreation event is scheduled and their use is in compliance with section 90-95 of this article.



- ~~(2) *Social event not conflicting.* Alcoholic beverages shall be allowed on recreation facilities for family outings, social events, and fundraising events, provided that its use is not in conflict with any county recreation event.~~
- ~~(3) *Litter and destruction.* Any person, family, group or team consuming or possessing alcoholic beverages shall be responsible for any litter or destruction incurred during the use of a recreation facility.~~

Sec. 90-97. – Fees

- (a) The Beaufort County Parks and Recreation Advisory Board is vested with the authority to set and modify the fee schedule for services provided by the Department of Parks and Recreation to fulfill the mission of providing quality programs and facilities to Beaufort County residents. The Board is also empowered by County Council, either directly or through its designee, with authority to suspend or waive late registration fees for any and all programs should such action be deemed to be in the best interest of the Parks and Recreation Program.
- (b) Subject to final approval from the County Administrator, the Director of the Departments of Parks and Recreation is vested with the authority to establish programming for the community through individual contract with service providers. The Department of Parks and Recreation shall manage registration for such activities and collect all fees associated with it. Such agreements shall generally be constructed in a manner where 30 percent of all the fee collected are retained by the county, with the remaining 70 percent being distributed to the service provider. Any tournament partnerships that are approved by the Director shall be 40 percent of the fees collected and retained by the county, with 60 percent being distributed to the host. All service providers and hosts must provide proper evidence of qualifications and/or applicable certifications, proof of insurance and a proper business license.

(Code 1982, § 11-5)

~~Secs. 90-98, 90-99. – Reserved.~~

Sec. 90-98. – Memorialization or renaming of facilities and athletic fields

When a park, building, or other similar recreation facility owned by the county is to be named to honor an individual or an organization the following procedure shall be used.

- (a) Recommendation for renaming a facility or field may be made by anyone to the Parks and Recreation Advisory Board in a regularly scheduled public meeting of the Board. An individual making the recommendation must contact the Department of Parks and Recreation to arrange for placement on the agenda for the next regularly scheduled meeting of the Board.
- (b) The Board will consider the recommendation for memorialization or renaming and, by formal vote in a subsequent meeting, will make a recommendation to County Council regarding the memorialization or renaming.

(c) The recommendation of the Board will be communicated to County Council by the Director of the Department of Parks and Recreation in a public meeting of Council's choosing.

(d) The final decision for memorializing or renaming a county owned recreation facility or athletic field rests with County Council. In accordance with Beaufort County Policy Statement PS 10.

#### Sec. 90-99 – Volunteers.

The Department of Parks and Recreation should take advantage of the wealth of experience in the manpower available from the diverse community in Beaufort County in the delivery of recreational services and activities.

(a) All volunteers must submit an application for consideration by the Director of the Parks and Recreation Department or his/her designee, and must also be subjected to a background screening. Background screening shall be managed by Employee Services, with results being reported to the Parks and Recreation Department. Recommendation for suitability will be made by Employee Services Director or his/her designee to the Department of Parks and Recreation. The Director of Parks and Recreation shall approve or reject volunteer applications and will assume liability for such actions.

(b) Volunteer applications will be informed of their approval or disapproval by the Parks and Recreation Director or his/her designee.

(c) Approved volunteer applications shall be valid for two years, unless otherwise revoked.

(d) Volunteer status may be revoked by the Director of Parks and Recreation at any time, with or without cause. Such revocation will be in writing to the volunteer.

#### ARTICLE V. - MULTI-USE RECREATION TRAILS

##### Sec. 90-100. - Purpose.

The Beaufort County Council recognizes that the multi-use recreational trails in Beaufort County, South Carolina are for the use and enjoyment of its citizens and that it is in the public's interest that laws be promulgated to protect the safety and welfare of its patrons while using these trails.

( [Ord. No. 2014/27, 9-22-2014](#) )

##### Sec. 90-101. - Definitions.

*Multi-use trail* means any trail or path designated by county council to be used for pleasure or as an alternative mode of transportation for use by walking, jogging, inline skating, rollerblading, skate boarding, bicycling, and other non-motorized recreation.

*Motorized vehicle* means any motorized conveyance including, but not limited to: cars, trucks, motorcycles, tractors, farm machinery, four-by-four's, golf carts, motorized scooters, minibikes, dune

buggies or ATV's. This shall not include motorized wheelchairs or other devices, which are necessary to facilitate movement due to a disability.

( [Ord. No. 2014/27, 9-22-2014](#) )

Sec. 90-102. - Prohibitions.

- (1) *Vehicles.* No person shall operate a motorized vehicle of any kind or nature over, through, across or upon the multi-use trail, provided that county vehicles operated while cleaning or working on the trail and law enforcement and emergency vehicles shall be exempt from the application of this section.
- (2) *Hours of use.* No person shall be allowed access to or use a multi-use recreational trail from one hour after sunset to one hour before sunrise unless specially authorized by the Beaufort County Council.
- (3) *Alcoholic beverages.* The consumption and possession of alcoholic beverages shall be prohibited on any multi-use recreational trail.
- (4) *Litter.* Throwing, depositing or causing or permitting to be thrown or deposited any glass, bottle, glassware, can or pieces thereof or any garbage, waste or refuse of any kind on the multi-use trail or the lands adjacent thereto shall be unlawful. All trash or litter shall be placed in designated trash receptacles.
- (5) *Animals.* No person shall fail to exercise proper care and control of his animal while using the multi-use trail. All animals must be on a leash and properly restrained. All animal refuse shall be placed in designated trash receptacles.

( [Ord. No. 2014/27, 9-22-2014](#) )

Sec. 90-103. - Penalties.

Any person violating any provision of this article shall be guilty of a misdemeanor and, upon conviction thereof shall pay such penalties as the court may decide, not to exceed \$500.00 or 30 days imprisonment for each violation.

( [Ord. No. 2014/27, 9-22-2014](#) )

**ORDINANCE NO. 2018/ \_\_\_\_**

**AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$764,420.00 FROM THE 2% LOCAL HOSPITALITY TAX FUNDS TO THE COUNTY GENERAL FUND FOR IMPROVEMENTS TO THE FACTORY CREEK BOAT RAMP**

**WHEREAS**, the Factory Creek Boat Ramp (“Boat Ramp”) on Lady’s Island is one of the most popular water access points in the County; and

**WHEREAS**, the Boat Ramp was last improved in 1990 and those improvements have reached the end of their useful life; and

**WHEREAS**, the current condition of the ramp fails to meet the demands for water access at this location during peak times; and

**WHEREAS**, the proposed improvements provide for increase parking capacity and improved traffic flow; and

**WHEREAS**, a South Carolina Five Coastal County Boat Ramp Study from 2007 recommended expanding the Boat Ramp to meet projected demand; and

**WHEREAS**, County Council previously approved \$630,000.00 from Hospitality Tax funds for the Factory Creek Boat Landing design, permitting and improvements however additional funds are needed to cover the construction costs; and

**WHEREAS**, the City of Beaufort has committed \$70,000.00 to the project; and

**WHEREAS**, the August 27, 2018 Finance Committee voted to recommend approval to County Council of the requested additional \$764,420.00 from the local Hospitality Tax funds; and

**WHEREAS**, the Boat Ramp and its associated docks are recreational facilities; and

**WHEREAS**, the Boat Ramp provides river access.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that a transfer in the amount not to exceed \$764,420.00 is hereby authorized from the 2% Local Hospitality Tax Fund to the General Fund for the purpose of construction of improvements to the Factory Creek Boat Ramp on Lady’s Island.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

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Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

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Connie Schroyer, Clerk to Council

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

DRAFT



## Factory Creek/Whitehall Boat Ramp Improvements

<b>Ordinance 2017/33</b>	<b>Local Hospitality Tax</b>	<b>\$ 630,000</b>
<i>11/13/2017</i>		
	O'Quinn Marine (design)	193,660
	SC DHEC OCRM	<u>235</u>
	Total Expended/Encumbered	<u>193,895</u>
Appropriation Balance		\$ 436,105
	O'Quinn Marine (construction)	1,394,420
	10% contingency	<u>139,442</u>
	Total approved construction contract	<u>1,533,862</u>
	City of Beaufort Contribution	<u>\$ 70,000</u>
<b><i>Requested Appropriation</i></b>		<b><u><u>\$ (1,027,757)</u></u></b>
Total Expected Project Cost, including contingency		<u>\$ 1,727,757</u>
	Beaufort County Local Hospitality Tax	1,657,757
	City of Beaufort Contribution	70,000

**RESOLUTION 2018 \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE CONVEYANCE OF 51 BALL PARK ROAD TO THE GULLAH FARMERS COOPERATIVE ASSOCIATION.**

WHEREAS, Beaufort County and the Gullah Farmers Cooperative Association (Co-op) entered into a lease dated the 22<sup>nd</sup> day of May, 2017 for five (5) acres of property known as 51 Ball Park Road a portion of TMS# R300 016 000 183A 0000; and

WHEREAS, the County approved Ordinance 2017/7 which provides for the option for the Co-op to purchase the property upon a certain condition that the Co-op provide capital improvements to the property equal to a minimum of \$225,000 with certain credits provided for the purchase of the property; and

WHEREAS, the Co-op has sought financing for the purpose of making the contemplated improvements, however the financing of the project requires that the property be used as collateral; and

WHEREAS, the Public Facilities committee voted at the August 27, 2018 meeting to approve the conveyance of the above referenced property being leased pursuant to Ordinance 2017/7 on condition that the deed contain a reverter clause that provides that if the Co-op fails to provide the capital improvement as contemplated in Ordinance 2017/7 the property would revert back to the County; and

WHEREAS, County Council finds it is in the best interest of its citizens to convey the property to the Co-op with a reverter clause that provides the property will revert back to the County in the case that the Co-op is unable to fulfill the condition of capital improvement for the purchase of the property.

**NOW, THEREFORE, BE IT RESOLVED** by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute any and all documents necessary to that portion of 51 Ball Park Road contemplated in the Ordinance 2017/7 and in the above referenced lease including a reverter clause causing the property to revert back to the County in case the Co-op is unable to fulfill the condition of the Ordinance 2017/7.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

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Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

DRAFT

**RESOLUTION 2018 \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF CASSIDY ROAD RIGHT OF WAY FOR USE AS A FUTURE FRONTAGE ROAD.**

WHEREAS, Parcel C1 LLC (“C1”) and Cassidy Road POA Inc. (“POA”) each own a portion of that certain proposed right of way shown and described as Cassidy Drive right of way more particularly described on Exhibit A attached hereto and incorporated herein (the “R.O.W.”); and

WHEREAS, C1 and POA each own a portion of that certain right of way shown and described as Cassidy Road right of way more particularly described on Exhibit A attached hereto and incorporated herein (the “R.O.W.”); and

WHEREAS, C1 did convey a Parcel of land known as Parcel C1-A to Vineyard Bluffton, LLC (“VB”) on July 30, 2018; and

WHEREAS, VB intends to construct a senior living facility on Parcel C1-A; and

WHEREAS, as such, VB has paid impact fees to Beaufort County in the amount of \$97,092.00; and

WHEREAS, C1 and POA’s land for the planned right of way as shown on Exhibit A is .531 acres of commercial land and was appraised at a value of \$200,000; and

WHEREAS, the Finance Committee did recommend and authorize up to \$97,000 in value for an Impact Fee Credit Agreement, including closing costs of the land conveyance, wherein the Right of Way land would be conveyed to the County for an impact fee credit up to the value of \$97,000; and

WHEREAS, due to time constraints VB did cause the impact fee to be paid with the intention of selling the land to the County for the value of the impact fees paid; and

WHEREAS, because the actual value of the impact fees paid is \$97,092 and the costs of closing the transaction is estimated to cost the County up to \$2,908 in fees, an adjustment in authorization is required; and

WHEREAS, because it is the purchase of land, prior authority of County Council is required to authorized the Interim County Administrator to negotiate and purchase property.

**NOW, THEREFORE, BE IT RESOLVED** by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all

documents necessary for the purchase of the property known as Cassidy Road right of way and identified in Exhibit A up to \$100,000 including closing costs.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_

Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

\_\_\_\_\_

Connie L. Schroyer, Clerk to Council

DRAFT



BUCKWALTER PARKWAY 120' R/W

N 02°58'01" W 566.08'  
20' UTILITY EASEMENT 494.90'

**PARCEL CI-A**  
239,791 SF  
5.505 AC.



N 87°22'07" E 292.26'  
**CASSIDY DRIVE R/W VARIES**  
23,112 SF  
0.531 AC.

S 87°22'07" W 275.24'

**PARCEL CI-B**  
68,999 SF  
1.584 AC.

S 87°22'07" W 324.87'

**PARCEL CI-C**  
64,389 SF  
1.478 AC.

**PARCEL CI-D**  
69,118 SF  
1.587 AC.

**BJWSA  
PUMP STATION  
CPI64**  
1,600 SF  
0.037 AC.

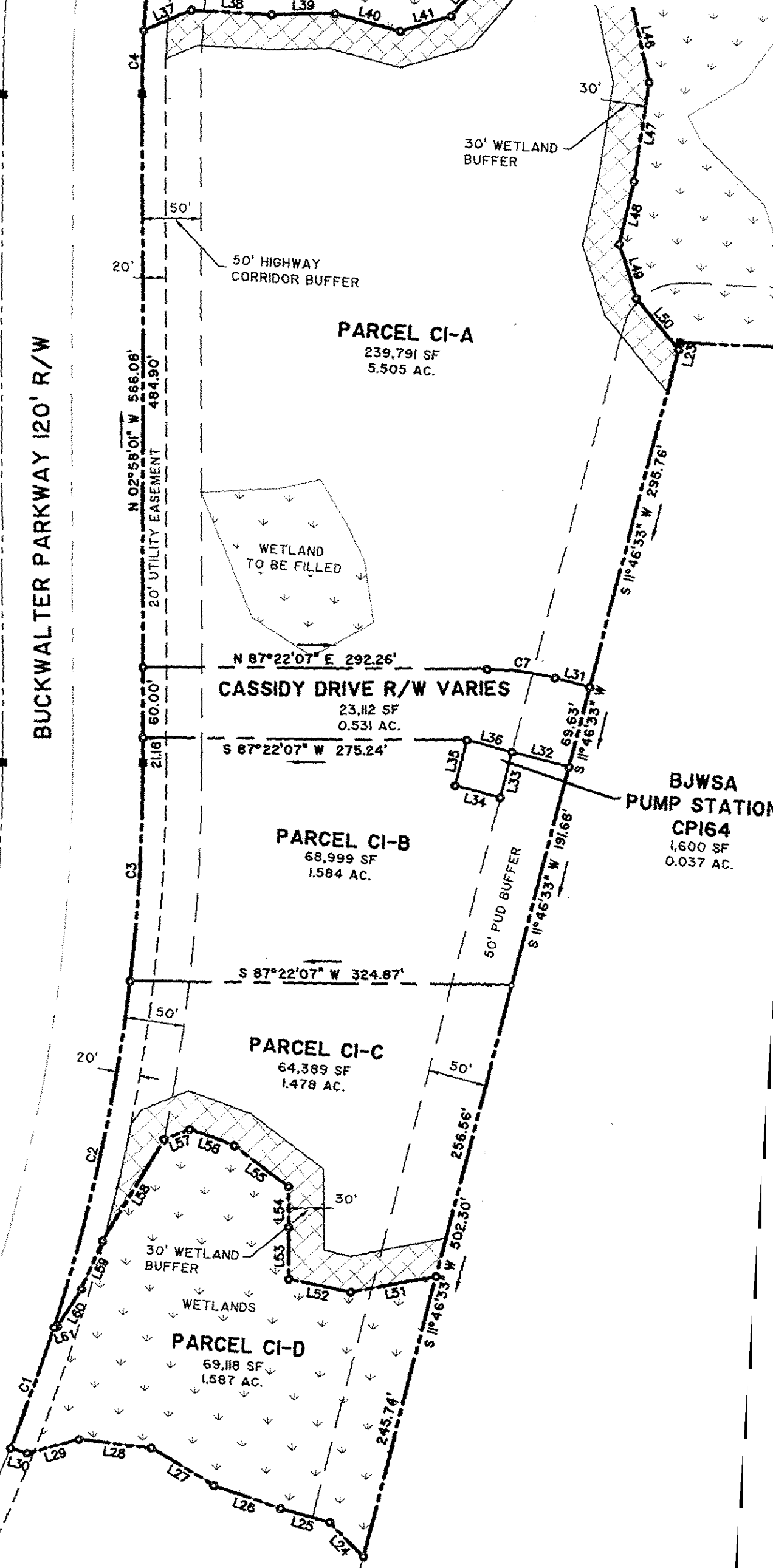
30' WETLAND BUFFER

50' HIGHWAY CORRIDOR BUFFER

50' PUD BUFFER

30' WETLAND BUFFER

WETLANDS



# APPRAISAL REPORT

BLUFFTON LAND RIGHT OF WAY  
Buckwalter Parkway  
Bluffton, Beaufort County, South Carolina 29909  
CBRE, Inc. File No. 18-322SC-0056-1

Matt Rowe  
CARSON REALTY  
2 Hampton Hall Boulevard  
Bluffton, South Carolina 29910

[www.cbre.com/valuation](http://www.cbre.com/valuation)

**CBRE**



April 4, 2018

Matt Rowe  
 CARSON REALTY  
 2 Hampton Hall Boulevard  
 Bluffton, South Carolina 29910

RE: Appraisal of Bluffton Land Right of Way  
 Buckwalter Parkway  
 Bluffton, Beaufort County, South Carolina  
 CBRE, Inc. File No. 18-322SC-0056-1

Dear Mr. Rowe:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 0.515-acre (22,434 sq. ft.) parcel of vacant commercial land. It is a portion of the Buckwalter PUD (Parcel C-1) which consists of approximately 37 acres. It is located along Buckwalter Parkway in Bluffton, South Carolina near its intersection with Fording Island Road (US Highway 278). Of the 6.02 acres, 5.505 acres is being sold for development of a senior housing facility. Upon closing, Beaufort County will purchase the remaining 0.515 acres for a 60' foot right of way that will be used to construct an access road adjacent to the property that is being developed as the senior housing facility (Parcel C1-A).

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

<b>MARKET VALUE CONCLUSION</b>			
<b>Appraisal Premise</b>	<b>Interest Appraised</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
As Is	Fee Simple Estate	February 23, 2018	\$2,400,000
Allocated Value to Residual	Fee Simple Estate	February 23, 2018	\$2,200,000
Allocated Value to Right of Way	Fee Simple Estate	February 23, 2018	\$200,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



---

Mason P. Sullivan  
Valuation Associate  
South Carolina Apprentice Appraiser #7481  
Mason.Sullivan@cbre.com

---

Curtis S. McCall, Jr. CRE, MAI  
Director  
South Carolina CG305  
Curt.McCall@cbre.com



## Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of South Carolina.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Curtis S. McCall, Jr. CRE, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.
11. As of the date of this report, Mason P. Sullivan has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
12. Curtis S. McCall, Jr. CRE, MAI and Mason P. Sullivan have made a personal inspection of the property that is the subject of this report.
13. No one provided significant real property appraisal assistance to the persons signing this report.
14. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
15. Curtis S. McCall, Jr. CRE, MAI and Mason P. Sullivan have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



---

Mason P. Sullivan  
South Carolina Apprentice Appraiser #7481

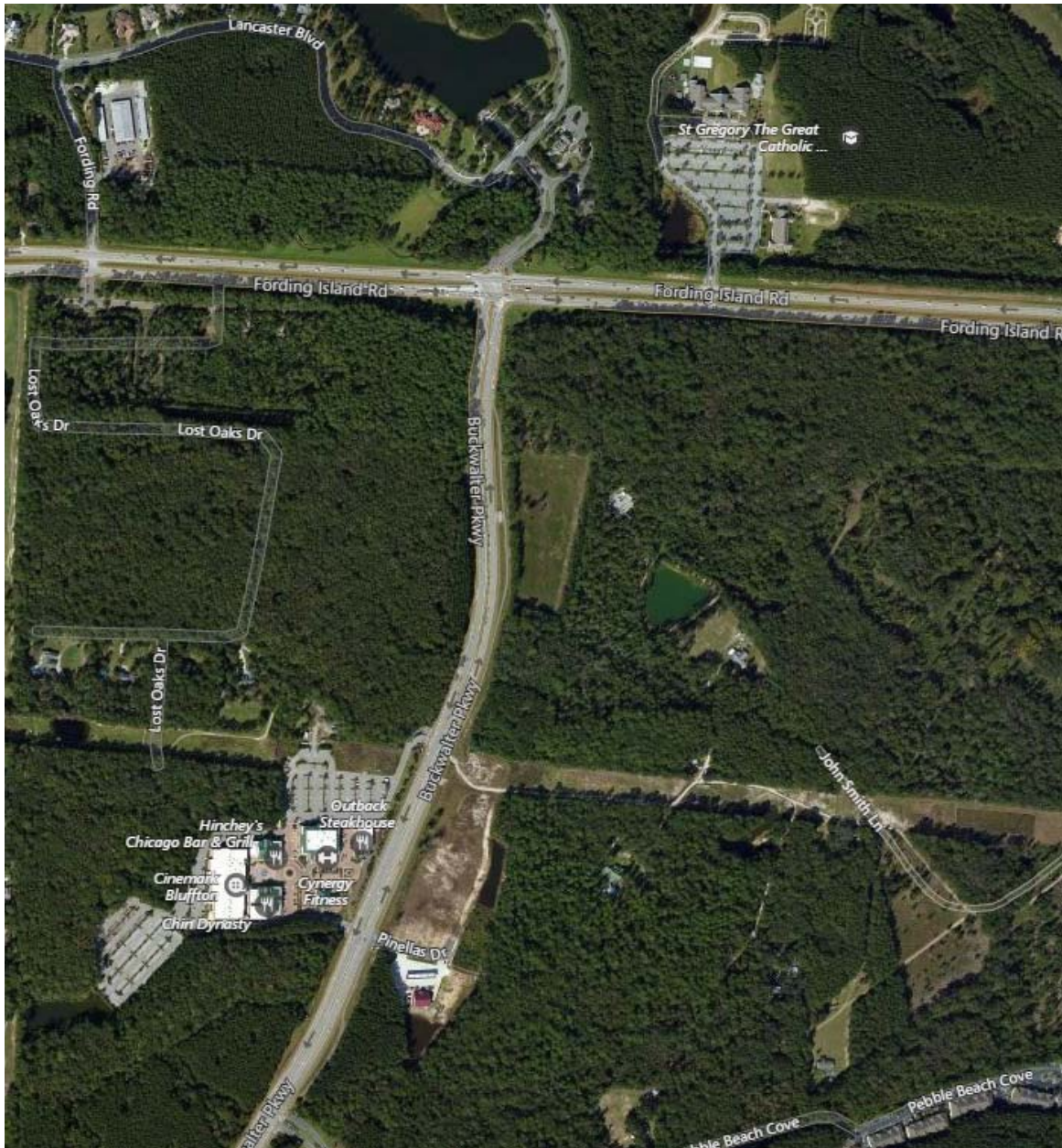


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Curtis S. McCall, Jr. CRE, MAI  
South Carolina CG 305



## Subject Photographs



Aerial View





Facing South along Buckwalter Parkway



Facing North along Buckwalter Parkway



Subject Property



Subject Property



Subject Property



Subject Property

## Executive Summary

<b>Property Name</b>	Bluffton Land Right of Way	
<b>Location</b>	Buckwalter Parkway, Bluffton, Beaufort County, South Carolina 29909	
<b>Highest and Best Use</b>	As If Vacant	
<b>Property Rights Appraised</b>	Fee Simple Estate	
<b>Date of Report</b>	March 13, 2018	
<b>Date of Inspection</b>	February 23, 2018	
<b>Estimated Exposure Time</b>	6 Months	
<b>Estimated Marketing Time</b>	6 Months	
<b>Land Area</b>	6.02 AC	262,227 SF
<b>Zoning</b>	PUD	
<b>Buyer Profile</b>	Investor-Local	
<b>VALUATION</b>	<b>Total</b>	<b>Per SF</b>
Land Value	\$2,400,000	\$9.15

### CONCLUDED MARKET VALUE

Appraisal Premise	Interest Appraised	Date of Value	Value
As Is	Fee Simple Estate	February 23, 2018	\$2,400,000
Allocated Value to the Residual	Fee Simple Estate	February 23, 2018	\$2,200,000
Allocated Value to the Right of Way	Fee Simple Estate	February 23, 2018	\$200,000

Compiled by CBRE

## STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

### Strengths/ Opportunities

- The subject property has good frontage and high visibility along Buckwalter Parkway.
- The subject property area has strong demographics and growth trends.
- The increase in aging population is driving development in the immediate area.

### Weaknesses/ Threats

- None noted.

## EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”<sup>1</sup>

<sup>1</sup> The Appraisal Foundation, USPAP, 2018-2019

- It is assumed that the portion of the subject site proposed to be acquired by Beaufort County, approximately 0.515 acres or 22,436 SF of land, is indeed accurate.

### **HYPOTHETICAL CONDITIONS**

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis.”<sup>2</sup>

- None noted

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<sup>2</sup> The Appraisal Foundation, *USPAP*, 2018-2019

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## Introduction

### OWNERSHIP AND PROPERTY HISTORY

Title to the property is currently vested in the name of Parcel C1, LLC, who acquired title to the property in 2005, as improved for \$2,528,815 as recorded in the Beaufort County Deed Book 2317, Page 789. This most recent sale transaction of the subject appears to have been arm's length and reasonable based upon discussions with the seller.

To the best of our knowledge, there has been no ownership transfer of the property during the previous three years. Previously to the purchase in 2005, the property was transferred in 2003 as evidenced by a deed in book 1715, page 1123.

The subject property right of way portion is not currently under contract. The senior housing site is currently under contract for \$2,124,877 or approximately \$385,640 per acre as evidenced by a purchase and sale agreement dated and signed on February 20, 2018. The closing date for this sale has not been set but is expected to close in April of 2018. The right of way land is expected to be sold following the above noted transaction.

### INTENDED USE OF REPORT

This appraisal is to be used for assistance with a potential taking, and no other use is permitted.

### INTENDED USER OF REPORT

This appraisal is to be used by Carson Realty and affiliates, and no other user may rely on our report unless as specifically indicated in the report.

Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.<sup>3</sup>

### PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property.

### DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

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<sup>3</sup> Appraisal Institute, *The Appraisal of Real Estate*, 14<sup>th</sup> ed. (Chicago: Appraisal Institute, 2013), 50.

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>4</sup>

## INTEREST APPRAISED

The value estimated represents Fee Simple Estate and defined as follows:

*Fee Simple Estate* - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.<sup>5</sup>

## SCOPE OF WORK

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied. CBRE, Inc. completed the following steps for this assignment:

### Extent to Which the Property is Identified

The property is identified through the following sources:

- assessor's records
- legal description
- survey and plat

### Extent to Which the Property is Inspected

The subject property site was inspected by the appraiser on February 23, 2018.

### Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data

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<sup>4</sup> Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

<sup>5</sup> *Dictionary of Real Estate Appraisal*, 78.

- zoning requirements
- flood zone status
- demographics
- comparable data

### Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. For vacant land, the sales comparison approach has been employed for this assignment.

### Data Resources Utilized in the Analysis

<b>DATA SOURCES</b>	
<i>Item:</i>	<i>Source(s):</i>
<b>Site Data</b>	
Size	Survey/Plat
Flood Zone Information	FEMA
Zoning Information	Town of Bluffton Planning and Zoning
Tax Information	Beaufort County Assessor
Compiled by CBRE	

# Area Analysis

MOODY'S  
ANALYTICS

HILTON HEAD ISLAND-BLUFFTON-BEAUFORT SC

Data Bufile # MSA code: IUSA\_MHIT

ECONOMIC DRIVERS

**RETIREE**  
HAVEN

**TOURIST**  
DESTINATION

**MEDICAL**  
CENTER

EMPLOYMENT GROWTH RANK

**2016-2018**  
100  
2nd quintile

**2016-2021**  
16  
1st quintile

Best=1, Worst=409

RELATIVE COSTS

**LIVING**  
106%  
U.S.=100%

**BUSINESS**  
91%  
U.S.=100%

VITALITY

**RELATIVE**  
126%  
U.S.=100%

**RANK**  
34  
Best=1, Worst=402

BUSINESS CYCLE STATUS

STRENGTHS & WEAKNESSES

STRENGTHS

- » Popular tourist destination.
- » Strong and improving migration trends.
- » Low cost of doing business.
- » Very high economic vitality.

WEAKNESSES

- » Few growth drivers outside of tourism.
- » Low-income services dominate job market.
- » Aging workforce and a large retiree cohort.
- » Very high employment volatility.

ANALYSIS

**Recent Performance.** Hilton Head Island-Bluffton-Beaufort is advancing at a healthy clip as an influx of retirees and visitors supports above-average gains in private services. Tourism is at the vanguard of the recovery, fueling big gains in leisure/hospitality and retail. The labor market is tight, but because low-paying jobs dominate the rise in employment, average hourly earnings are 10% below the South Carolina average and have barely budged since the start of the decade.

**The jobless rate** is the lowest since 2001 as a result of strong job creation, wage income is rising at an above-average pace, and housing is performing well. Housing starts have returned to their long-run average, and house price appreciation is on par with that of the state and nation.

**Tourism.** Drawn by warm weather, beaches, and famous golf courses, an influx of visitors will kick leisure/hospitality into a higher gear through the medium term. Tourism is South Carolina's largest industry, and HIT is among the top vacation destinations in the state. Strengthening regional and U.S. economies will enable more families to vacation in the metro area, which attracts more than 2 million visitors annually. Leisure/hospitality accounts for more than one-fifth of all workers, making HIT among the most tourist-dependent metro areas in the nation. The share of jobs in leisure/hospitality is the second highest in the state, trailing only that in Myrtle Beach-Conway-North Myrtle Beach. HIT will become more dependent on leisure/hospitality as the expansion matures, accounting for about 30% of net new jobs in the metro area through 2022. However, most positions in leisure/hospitality are low-paying and will do little to help the unfavorable job mix—almost 60% of jobs in the area are low-paying, the second highest share in the state.

**Healthcare.** A rapidly expanding senior population will fuel above-average gains in healthcare well into the next decade. Those 65 or older are the biggest consumers of medical services, and an aging population will support longer-term industry growth. HIT's population increased close to 2% in 2016, and growth is projected to exceed that threshold in 2017, led by gains in the 65-or-older cohort. Retirees have been a primary source of in-migration for decades, and residents 65 or older account for one-quarter of the population, the highest share in the state. Rising household mobility and HIT's coastal amenities will attract more baby boomers, and by the end of the next decade the share of residents who are seniors will reach one-third. After consumer services, healthcare will generate the most net new jobs in HIT over the next five years.

**Housing.** Strong fundamentals will help extend gains in HIT's housing market, which was among the hardest-hit by the recession when demand for second and vacation homes plunged. Though still above their prerecession norm, foreclosures are down more than 75% from their high, resulting in fewer distress homes for sale. Single-family residential permits recently surpassed their long-run average, and demand for housing will be stoked by above-average rates of household formation and job growth. The pickup in demand coupled with tighter supply will drive house prices and housing starts higher in the near term.

**Hilton Head Island-Bluffton-Beaufort's economy will strengthen in coming quarters thanks to strong population trends and a rock-solid consumer sector. An increase in visitors will power above-average gains in tourism-dependent industries. Strong migration patterns, and a steady influx of seniors in particular, will drive robust expansion in healthcare and support housing. Longer term, HIT will outshine the state and nation because of strong demographics.**

*Kathryn Asher*  
 December 2017

1-866-275-3266  
 help@economy.com

FORECAST RISKS

SHORTTERM

▲

LONG TERM

▲

**RISK EXPOSURE** 47 1st quintile Highest=1  
Lowest=402

UPSIDE

- » Tourism makes a larger contribution to growth.
- » New investment helps HIT diversify away from leisure/hospitality and retail.
- » Even bigger job gains in healthcare.

DOWNSIDE

- » Income growth disappoints, taking a bite out of consumer spending.
- » Housing takes longer to rebound because of lingering excess supply.

MOODY'S RATING

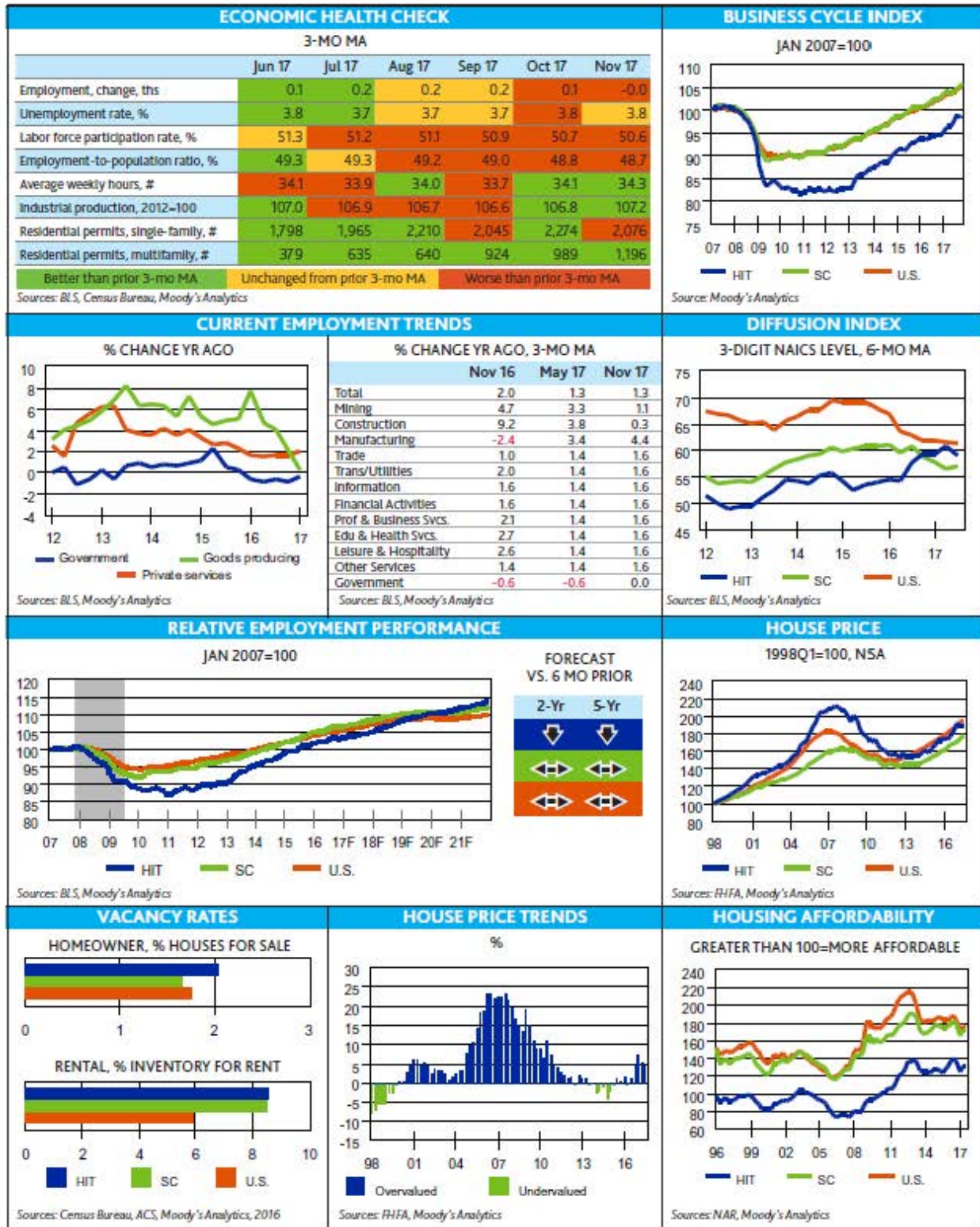
Aa1

COUNTY

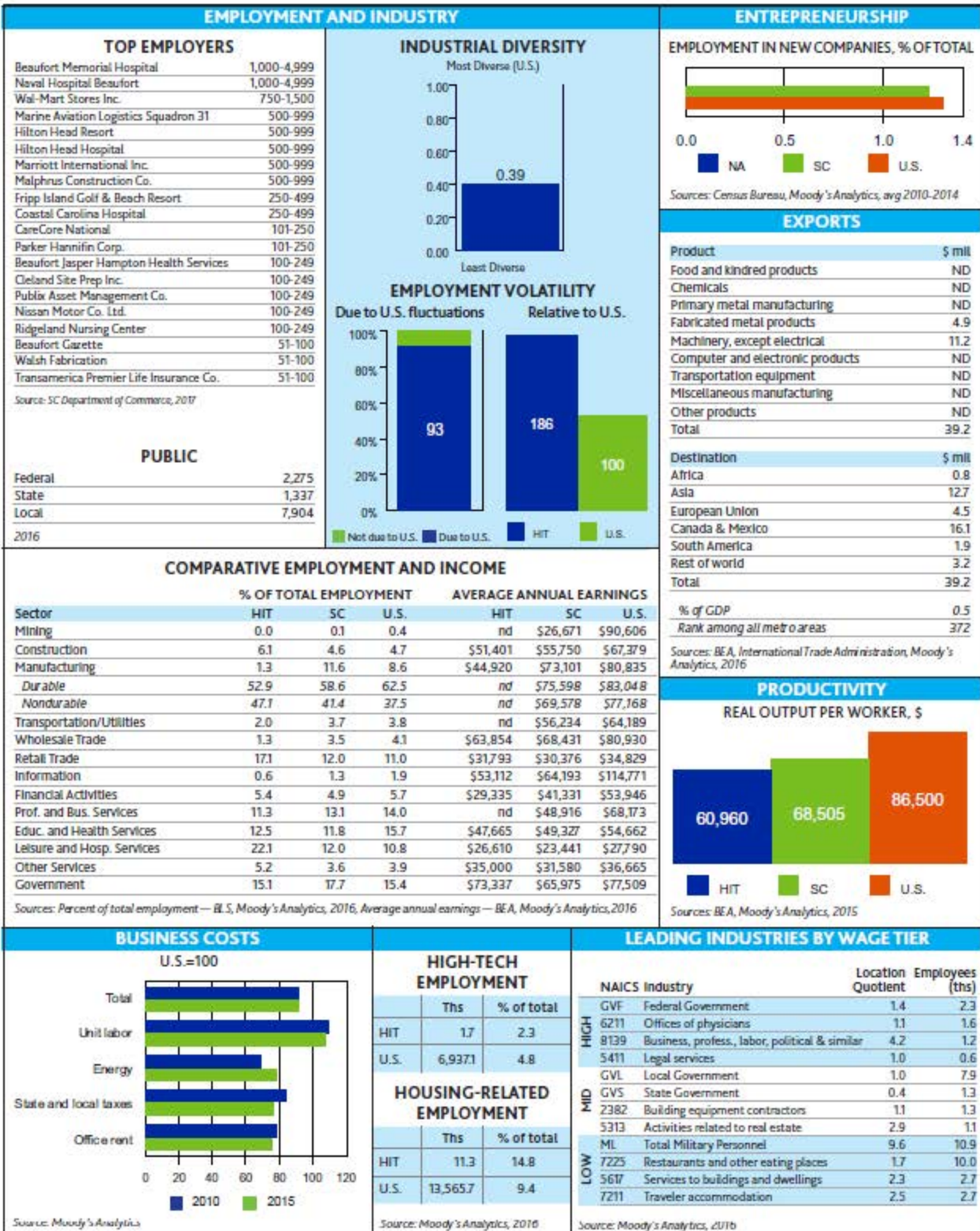
AS OF JUN 12, 2017

2011	2012	2013	2014	2015	2016	INDICATORS	2017	2018	2019	2020	2021	2022
6.8	6.6	6.8	7.1	7.0	7.1	Gross metro product (CO9\$ bil)	7.3	7.7	8.1	8.4	8.8	9.2
-1.8	-2.7	3.6	3.4	-0.4	0.8	% change	2.3	5.5	5.9	3.3	4.9	5.0
65.7	66.9	69.4	72.1	74.7	76.4	Total employment (ths)	77.5	79.4	81.4	82.5	83.9	85.8
-0.1	1.8	3.7	3.9	3.5	2.3	% change	1.5	2.4	2.5	1.4	1.7	2.2
8.7	7.6	6.3	5.6	5.4	4.6	Unemployment rate (%)	3.8	3.6	3.9	4.7	5.3	5.3
6.8	5.6	3.0	8.2	6.3	3.0	Personal income growth (%)	4.9	6.2	6.2	5.7	5.9	5.7
51.6	51.6	52.1	53.6	57.5	63.8	Median household income (\$ ths)	66.7	68.9	70.9	72.8	74.8	76.9
189.4	193.4	197.6	202.2	207.7	211.6	Population (ths)	217.0	222.4	227.7	233.1	238.5	244.4
0.8	2.1	2.2	2.3	2.7	1.9	% change	2.5	2.5	2.4	2.3	2.3	2.5
0.4	3.1	3.6	3.4	5.0	2.9	Net migration (ths)	4.8	4.8	4.8	4.8	5.0	5.4
418	512	1,156	1,426	1,688	1,675	Single-family permits (#)	1,903	2,319	2,806	2,970	3,143	3,253
219	87	46	0	414	109	Multifamily permits (#)	799	803	539	362	329	346
192.6	187.6	186.2	190.8	203.6	214.3	FHFA house price ('1995Q1=100)	229.2	233.7	237.5	241.4	247.4	255.0









### BUSINESS COSTS

U.S.=100

Legend: 2010 (blue), 2015 (green)

Source: Moody's Analytics

### HIGH-TECH EMPLOYMENT

	Ths	% of total
HIT	1.7	2.3
U.S.	6,937.1	4.8

### HOUSING-RELATED EMPLOYMENT

	Ths	% of total
HIT	11.3	14.8
U.S.	13,565.7	9.4

Source: Moody's Analytics, 2016

### LEADING INDUSTRIES BY WAGE TIER

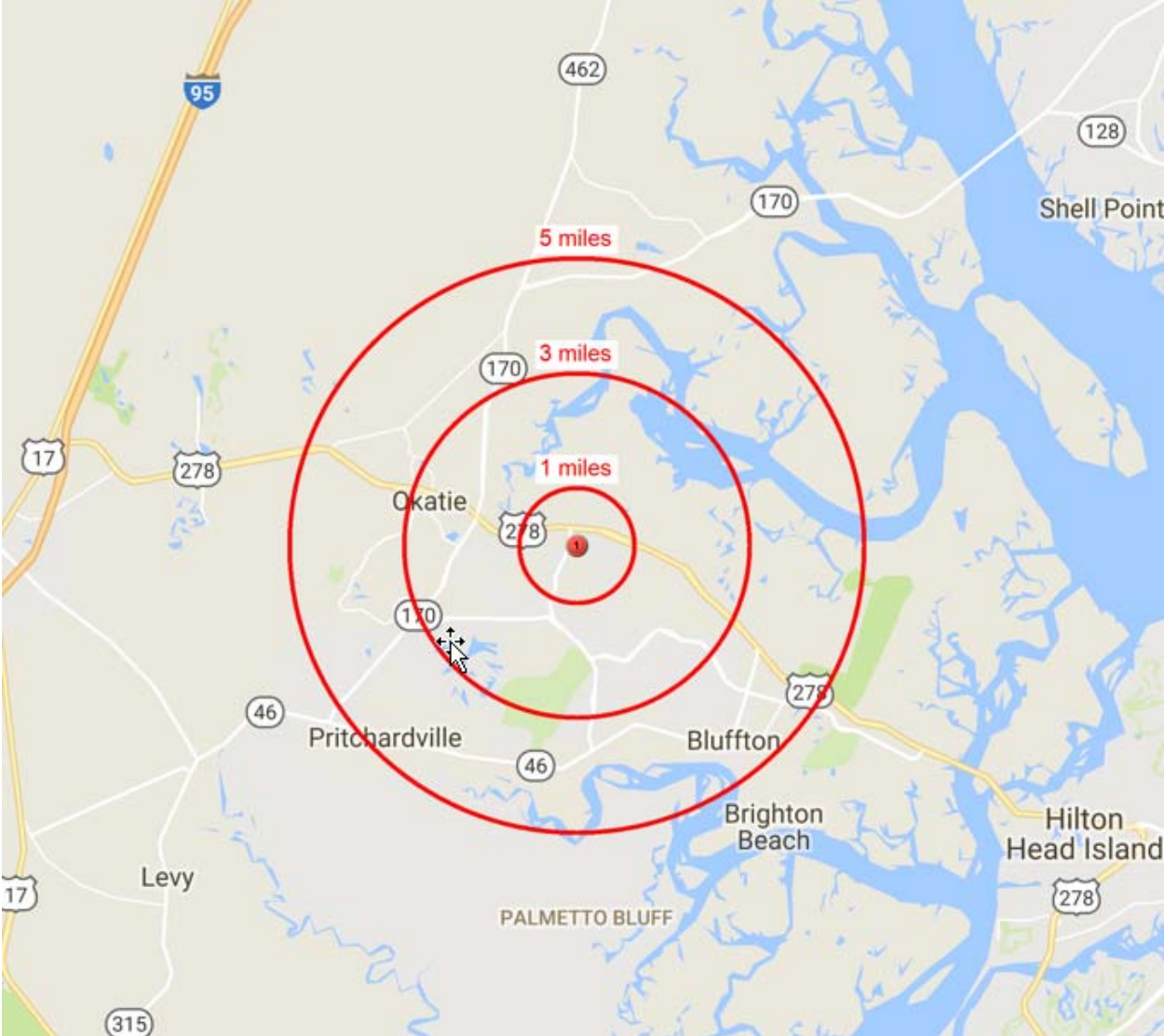
NAICS Industry	Location Quotient	Employees (ths)
<b>HIGH</b>		
GVF Federal Government	1.4	2.3
6211 Offices of physicians	1.1	1.6
8139 Business, profess., labor, political & similar	4.2	1.2
5411 Legal services	1.0	0.6
<b>MID</b>		
GVL Local Government	1.0	7.9
GVS State Government	0.4	1.3
2382 Building equipment contractors	1.1	1.3
5313 Activities related to real estate	2.9	1.1
<b>LOW</b>		
ML Total Military Personnel	9.6	10.9
7225 Restaurants and other eating places	1.7	10.0
5617 Services to buildings and dwellings	2.3	2.7
7211 Traveler accommodation	2.5	2.7

Source: Moody's Analytics, LUTB

## CONCLUSION

The Hilton Head Island-Bluffton-Beaufort MSA remains at above-average growth due to retiree relocation to the area from the north and Midwestern United States. The leisure and hospitality industry provides job growth although these are typically lower paying jobs. The local economy will continue to strengthen in the coming years as a result of leisure/tourism growth and a strong influx of 65 and older demographic increase. The MSA's performance is expected to rank among the strongest in South Carolina over the forecast horizon.

# Neighborhood Analysis



### LOCATION

The subject is in the Town of Bluffton and is considered a suburban location. The Town of Bluffton is situated in the southern half of Beaufort County between Hilton Head Island and Interstate 95, about 20 miles southwest of the Beaufort Central Business District and about 20 miles northeast of the Savannah Central Business District. Within the Town of Bluffton itself, the subject property is at the northernmost part of the town limits at the intersection of Buckwalter Parkway and US Highway 278 within the Buckwalter Planned Development District.

### BOUNDARIES

The neighborhood boundaries are detailed as follows:

North: Broad River  
South: May River  
East: Intracoastal Waterway/Atlantic Ocean/Hilton Head Island  
West: Interstate 95

## LAND USE

Land uses within the subject neighborhood consist of a mixture of commercial and residential development. The immediate area surrounding the subject is the Buckwalter Planned Development which is one of several PUD districts for the Town of Bluffton. It is considered a developing area consisting primarily of commercial development along major thoroughfares with residential developments removed from primary roads. These planned developments have recently been designated within the last few decades. The single-family residential development within a one mile radius of the subject may be described as tract homes starting in the mid \$200,000 price range.

## GROWTH PATTERNS

The Town of Bluffton is the fastest growing municipality by population in South Carolina. The center of town which is about one square mile is referred to as Old Town District and is the center for growth expanding outward in a three to five mile radius bounded by rivers and county boundaries. The town has annexed large tracts of land surrounding the Old Town District over the past two decades with development agreements. Other planned development districts include Old Carolina, Shultz, Village at Verdier, Jones Estate, Palmetto Bluff, Belfair, Bluffton Village, Wellstone and Hidden Lakes. These range in size from Bluffton Village being the smallest to Palmetto Bluff being the largest.

## ACCESS

Primary access to the subject neighborhood is provided by Interstate 95 and US Highway 17 with linkage from US Highway 278 to Buckwalter Parkway. The subject property parent tract has frontage along US Highway 278 which is also known as US Highway 278. The subject property a portion of the parent tract that is being taken as right of way for construction of an access road for the larger tract to be developed.

## DEMOGRAPHICS

Selected neighborhood demographics in 1-, 3-, and 5-mile radii from the subject are shown in the following table:

<b>SELECTED NEIGHBORHOOD DEMOGRAPHICS</b>			
<b>Buckwalter Parkway Bluffton, SC</b>	<b>1 Mile</b>	<b>3 Miles</b>	<b>5 Miles</b>
<b>Population</b>			
2022 Total Population	2,804	26,212	61,715
2017 Total Population	2,517	23,494	54,809
2010 Total Population	2,226	19,921	44,053
2000 Total Population	157	5,987	13,543
Annual Growth 2017 - 2022	2.18%	2.21%	2.40%
Annual Growth 2010 - 2017	1.77%	2.38%	3.17%
Annual Growth 2000 - 2010	30.37%	12.77%	12.52%
<b>Households</b>			
2022 Total Households	1,069	9,823	24,474
2017 Total Households	958	8,831	21,817
2010 Total Households	857	7,602	17,893
2000 Total Households	64	2,451	5,530
Annual Growth 2017 - 2022	2.22%	2.15%	2.33%
Annual Growth 2010 - 2017	1.60%	2.16%	2.87%
Annual Growth 2000 - 2010	29.62%	11.98%	12.46%
<b>Income</b>			
2017 Median Household Income	\$68,364	\$67,080	\$64,045
2017 Average Household Income	\$81,992	\$86,423	\$85,495
2017 Per Capita Income	\$30,354	\$32,484	\$33,980
2017 Pop 25+ College Graduates	756	6,869	16,404
Age 25+ Percent College Graduates - 2017	45.8%	42.2%	41.2%
Source: ESRI			

## CONCLUSION

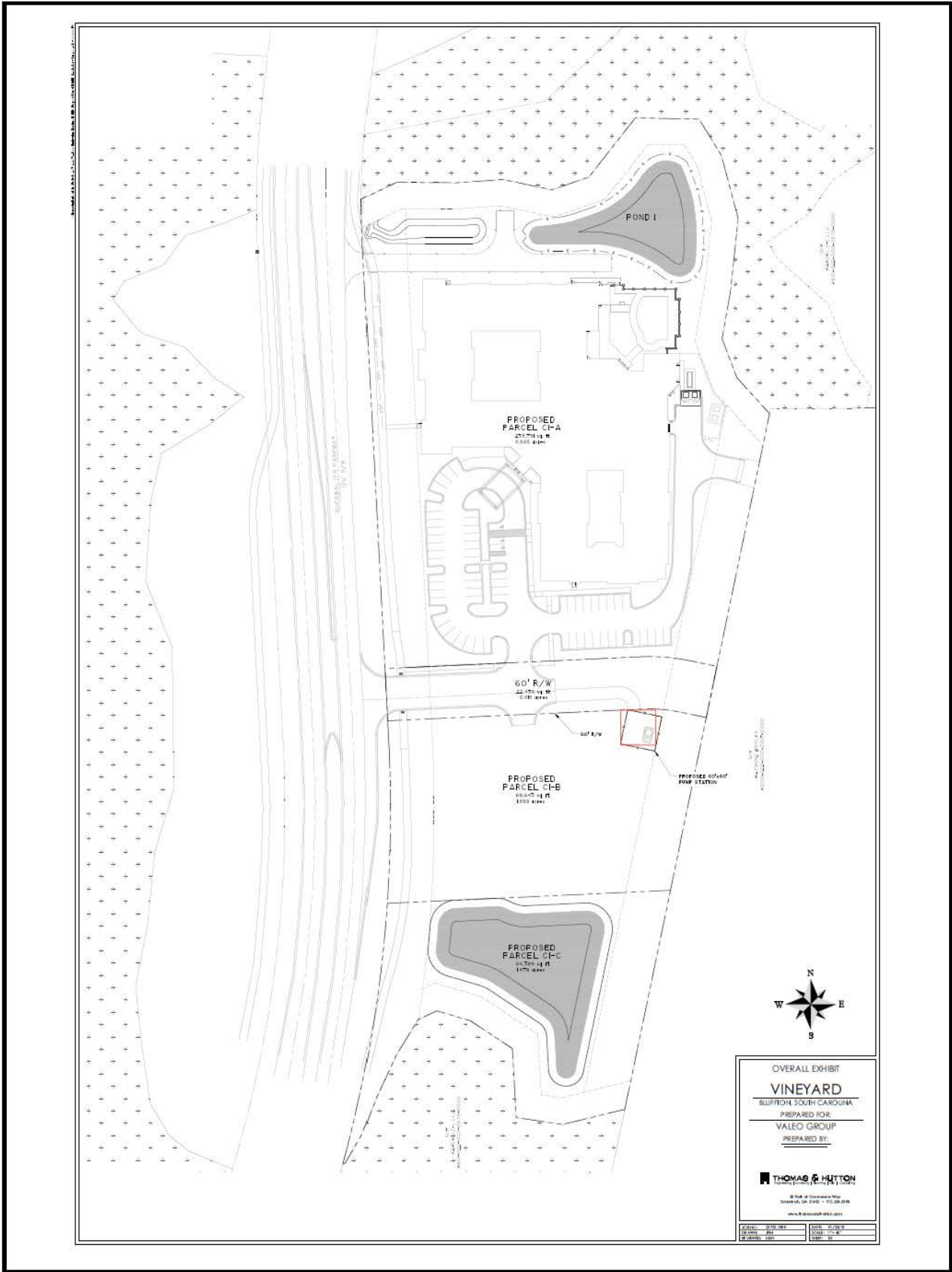
Based on the demographic data, growth patterns and land use, the subject neighborhood remains stable and experiencing growth to the immediate area. The subject neighborhood has an overall positive outlook for the foreseeable future. The subject is well located along a primary access point for the neighborhood.



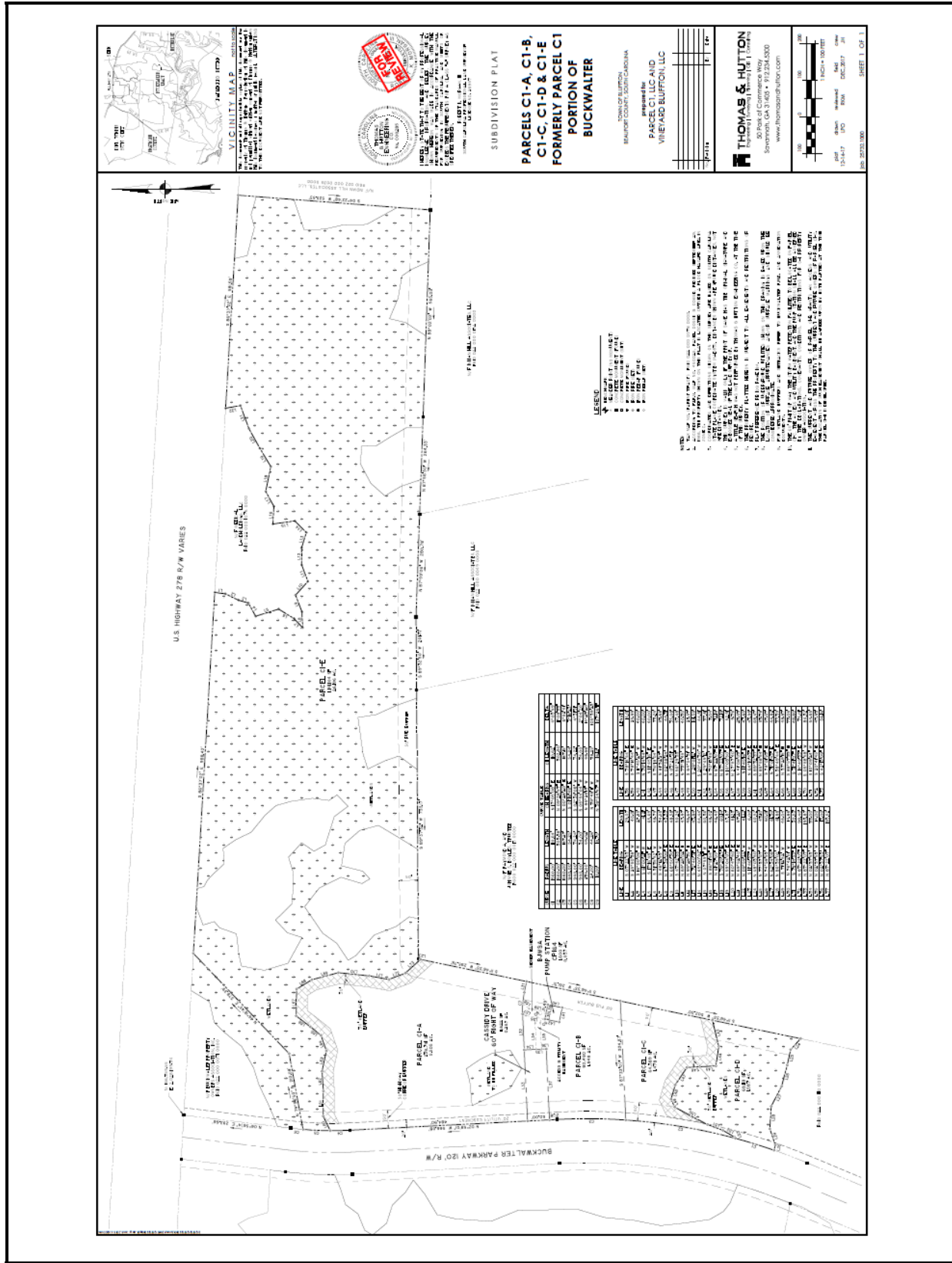
TAX MAP



PLAT MAP



PARENT PARCEL MAP





## Site Analysis

The following chart summarizes the salient characteristics of the subject site.

<b>SITE SUMMARY AND ANALYSIS</b>		
<b>Physical Description</b>		
Gross Site Area	6.02 Acres	262,227 Sq. Ft.
Net Site Area	6.02 Acres	262,227 Sq. Ft.
Parcel C1-A (Proposed Development Site)	5.505 Acres	239,791 Sq. Ft.
Right of Way	0.515 Acres	22,436 Sq. Ft.
Primary Road Frontage	Buckwalter Parkway	450 Feet
Excess Land Area	None	n/a
Surplus Land Area	None	n/a
Shape	Irregular	
Topography	Generally Level	
Zoning District	PUD	
Flood Map Panel No. & Date	4500250055D	29-Sep-86
Flood Zone	Zone C	
Adjacent Land Uses	Commercial and residential uses	
Earthquake Zone	N/A	
<b>Comparative Analysis</b>		<b><u>Rating</u></b>
Visibility	Good	
Functional Utility	Good	
Traffic Volume	Good	
Adequacy of Utilities	Average	
Drainage	Good	
<b>Utilities</b>		<b><u>Provider</u></b>
Water	Beaufort/Jasper Water Sewer Authority	
Sewer	Beaufort/Jasper Water Sewer Authority	
Natural Gas	SCE&G	
Electricity	SCE&G	
Source: Various sources compiled by CBRE		

The subject site is of an irregular shape and has adequate frontage along Buckwalter Parkway within the neighborhood.

### INGRESS/EGRESS

Ingress and egress will be available to the site via a future 60-foot access easement from a curb cut along the western right-of-way.

Buckwalter Parkway, at the subject, is a north/south commercial parkway and is improved with four lanes of traffic, two in each direction. Street improvements include asphalt paving and concrete curbs, gutters and sidewalks, and street lighting.

### **ENVIRONMENTAL ISSUES**

CBRE, Inc. is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

### **ADJACENT PROPERTIES**

The adjacent land uses are summarized as follows:

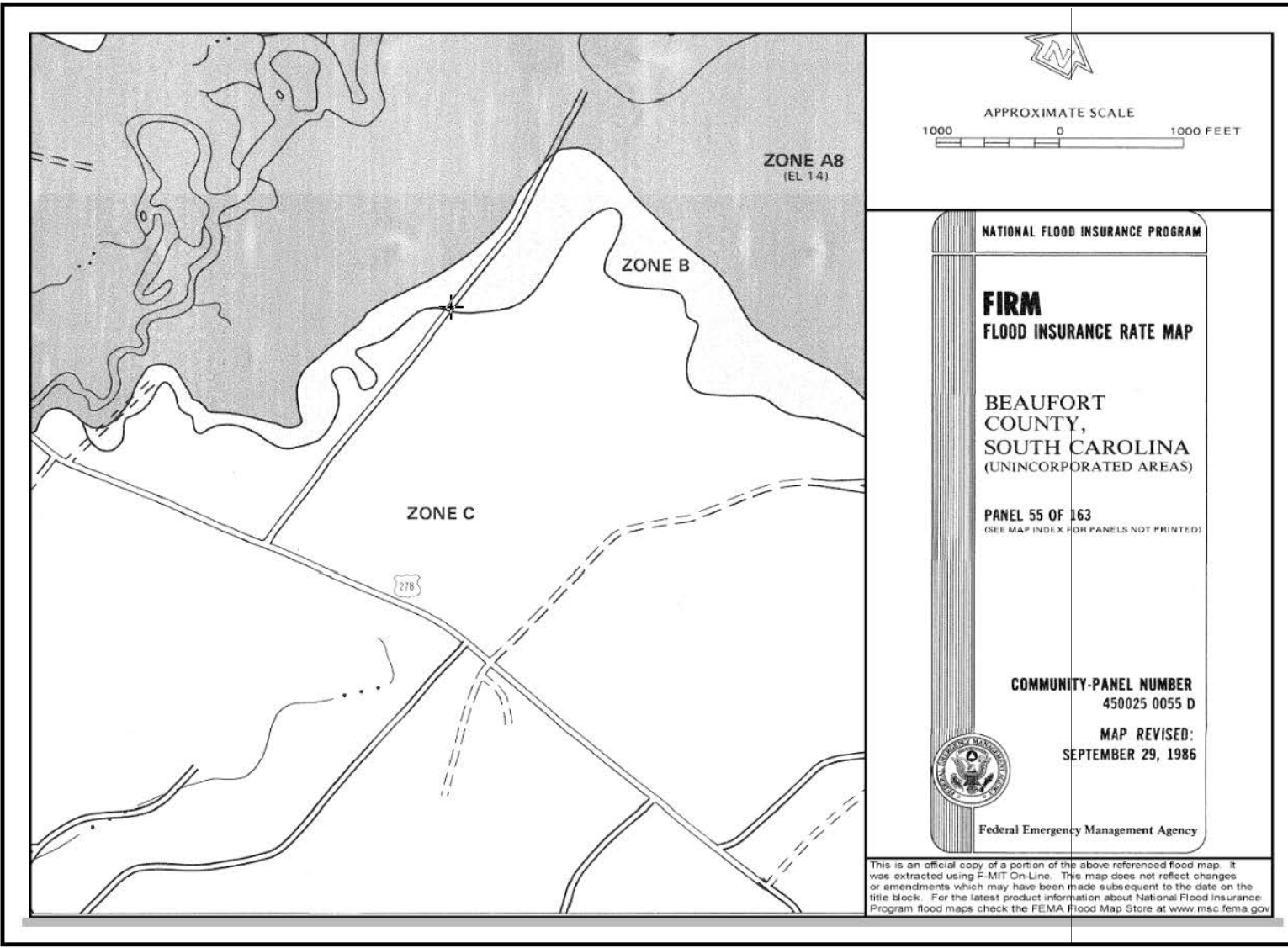
North:	Wetland wooded acreage
South:	Commercial Parcel
East:	Vacant Land
West:	Buckwalter Parkway

The adjacent properties are mostly undeveloped commercial land in a developing area of Bluffton. Upon development, the subject property will be improved with a proposed senior housing project and the southern portion will become an access right-of-way.

### **CONCLUSION**

The subject site is has good utility in its location near the intersection two heavily traveled arterials in a developing area of Beaufort County. The site has good exposure and visibility along the parkway and will enjoy good access when developed.





## Zoning

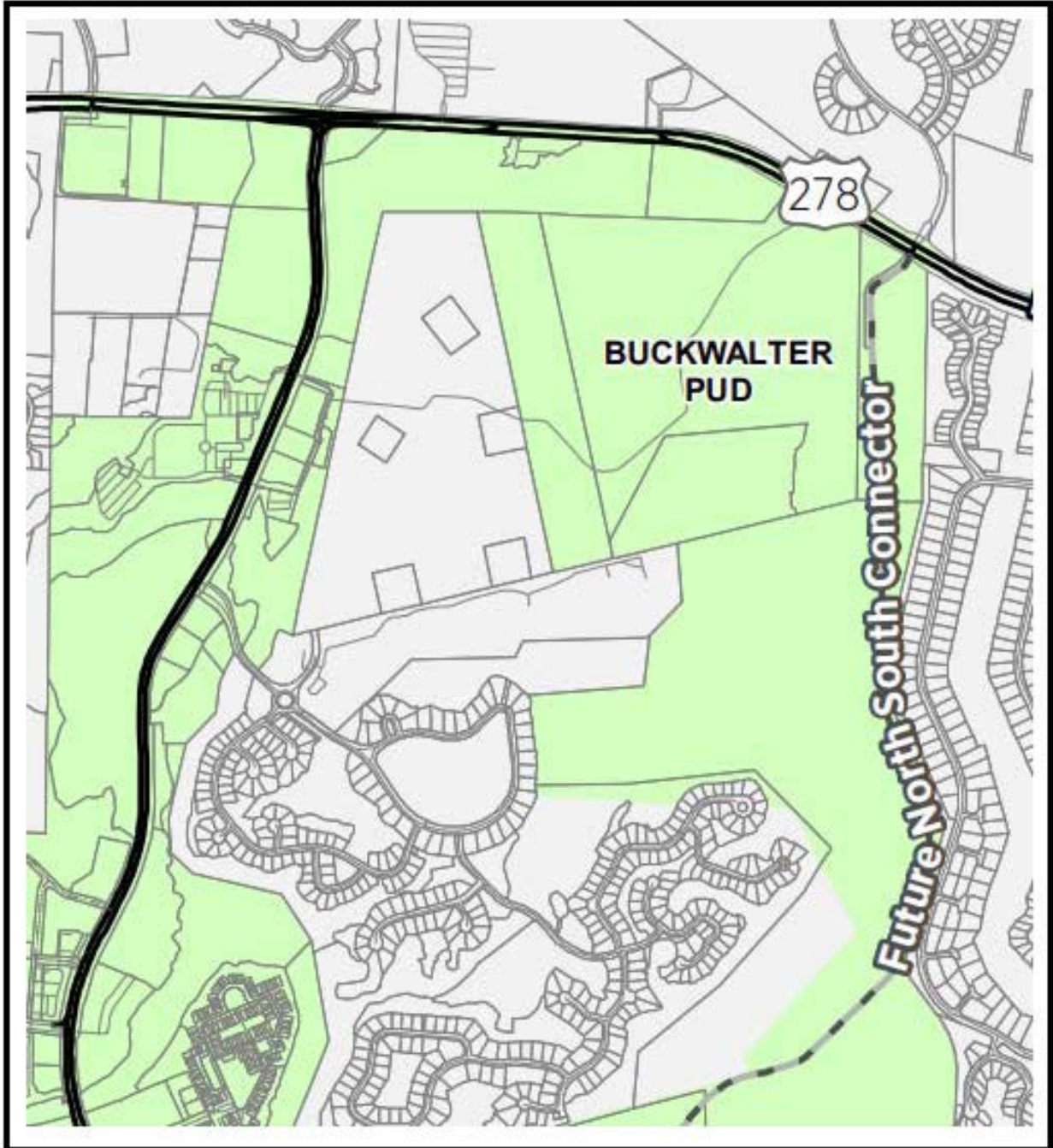
The following chart summarizes the subject's zoning requirements.

<b>ZONING SUMMARY</b>	
Current Zoning	PUD
Legally Conforming	Yes
Uses Permitted	Offices or commercial uses serving neighborhoods and community needs are permitted. A planned unit development (PUD) is intended to provide flexibility in the design of developments; to encourage comprehensive planning of developments; to permit innovation in neighborhood design that includes incorporation of open space, preservation of natural features and other amenities; to provide opportunity for a mixture of uses within a development, and to insure compatibility of developments with surrounding areas. Setback, off street parking, building height, density and other measures of zoning regulation are determined by the Town of Bluffton during the permitting process for establishment of the PUD District.
Zoning Change	Not likely
Source: Town of Bluffton Planning & Zoning Dept.	

### ANALYSIS AND CONCLUSION

Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, CBRE has assumed the information obtained is correct.

ZONING MAP



## Tax and Assessment Data

Under the current Constitution and Statutes of the State of South Carolina, the assessment function is in the hands of the County Assessor, except for manufacturing concerns and utilities, which are assessed by the South Carolina State Tax Commission. Valuation is based on use and/or market value with different ratios for different classes of property. Privately owned agricultural property is assessed at a rate of 4% of use value, upon approved application, and at a rate of 6% for corporate ownership. Manufacturing concerns are assessed at a rate of 10.5%. The following summarizes the Beaufort County Assessor's estimate of the subject's market value and 2017 taxes and fees.

<b>AD VALOREM TAX INFORMATION</b>		
Assessor's Market Value	Parcel Description	2017
R610-022-000-0578-0000	Parent Tract	\$709,600
Capped Value		\$489,138
Assessed Ratio (4% under agricultural use)		4%
Assessed Value		\$200
Millage Rate		0.274690
Total Taxes		\$55
County Fees		\$194
<b>Total Taxes and Fees</b>		<b>\$249</b>
Source: Beaufort County Assessor's Office		

The current ad valorem value is \$709,600 and the capped value is \$489,138. The subject property is located in Beaufort County Tax District 610 in the Town of Bluffton and has an assigned millage rate of 274.69 for tax year 2017. The total taxes for 2017 are \$55 and the total with county fees included is \$249 as shown in the above chart.

The 2017 taxes are due by January 15, 2018. The property is taxed at a 4% ratio and held under an agricultural use.

### ASSESSABLE TRANSFER OF INTEREST (SOUTH CAROLINA ATI TAX LAW)

For In 2006, the State of South Carolina passed a new real estate tax law, which changes the way real estate taxes are assessed. Under the old law, property tax values only changed during countywide reassessments. Under the 2006 law, property tax values are reassessed when there is an "Assessable Transfer of Interest", or ATI, which is usually a change in ownership due to a sale. Once the property is sold, the new appraised value is used for the following tax year. For example, if a property is on the tax rolls based on a value of \$500,000, and the property sold for \$1,000,000, the new appraised value on the tax rolls would increase to \$1,000,000 for the following year. Also, as part of the new law, any new leases that have a term, including renewals, of 20 years or more will also be re-appraised. The law also "caps" all properties at the previous reassessment value, plus no more than a 15% increase on subsequent reassessments.

In 2011, the SC General Assembly changed the rules to create a discount for commercial properties, including rental properties and second homes. Under the changes, the property is still reassessed if there is a transfer of interest, but the first 25% of value is exempt from taxation. Hence, an effective discount of 25% if the owner applies for a "commercial exemption". The discounted assessment cannot be lower than the assessment prior to the sale or transfer. Therefore, a property's value would have to increase 33% to trigger a tax increase related to a sale.

Even if a property being appraised is not under contract of sale, the SCAB interprets market value as if a sale has/or will occur. Therefore, each valuation assumes a transfer.

## **CONCLUSION**

Based on the ATI formula in relation to the current ad valorem value, the subject appears to be at reassessment risk given the ATI law or if developed.



## Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

### AS VACANT

#### Legally Permissible

The legally permissible uses were discussed in the Site Analysis and Zoning Sections.

#### Physically Possible

The subject is adequately served by utilities, and has an adequate shape and size, sufficient access, etc., to be a separately developable site. There are no known physical reasons why the subject site would not support any legally probable development (i.e. it appears adequate for development).

#### Financially Feasible

Potential uses of the site include most commercial uses that are in agreement with the planned unit development for the Buckwalter PUD and the Town of Bluffton. The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. With respect to the legal uses for the subject site, the local market is generally stabilized. Development of new properties has occurred in the recent past and continues to this day. Further, within the subject market, there are several proposed projects in the competitive market.

#### Maximally Productive - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land.

Based on the information presented above and upon information contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development of a commercial property. Our analysis of the subject and its respective market characteristics indicate the most likely buyer, as if vacant, would be an investor (land speculation) or a developer.

## Appraisal Methodology

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach
- Allocation

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, etc., (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

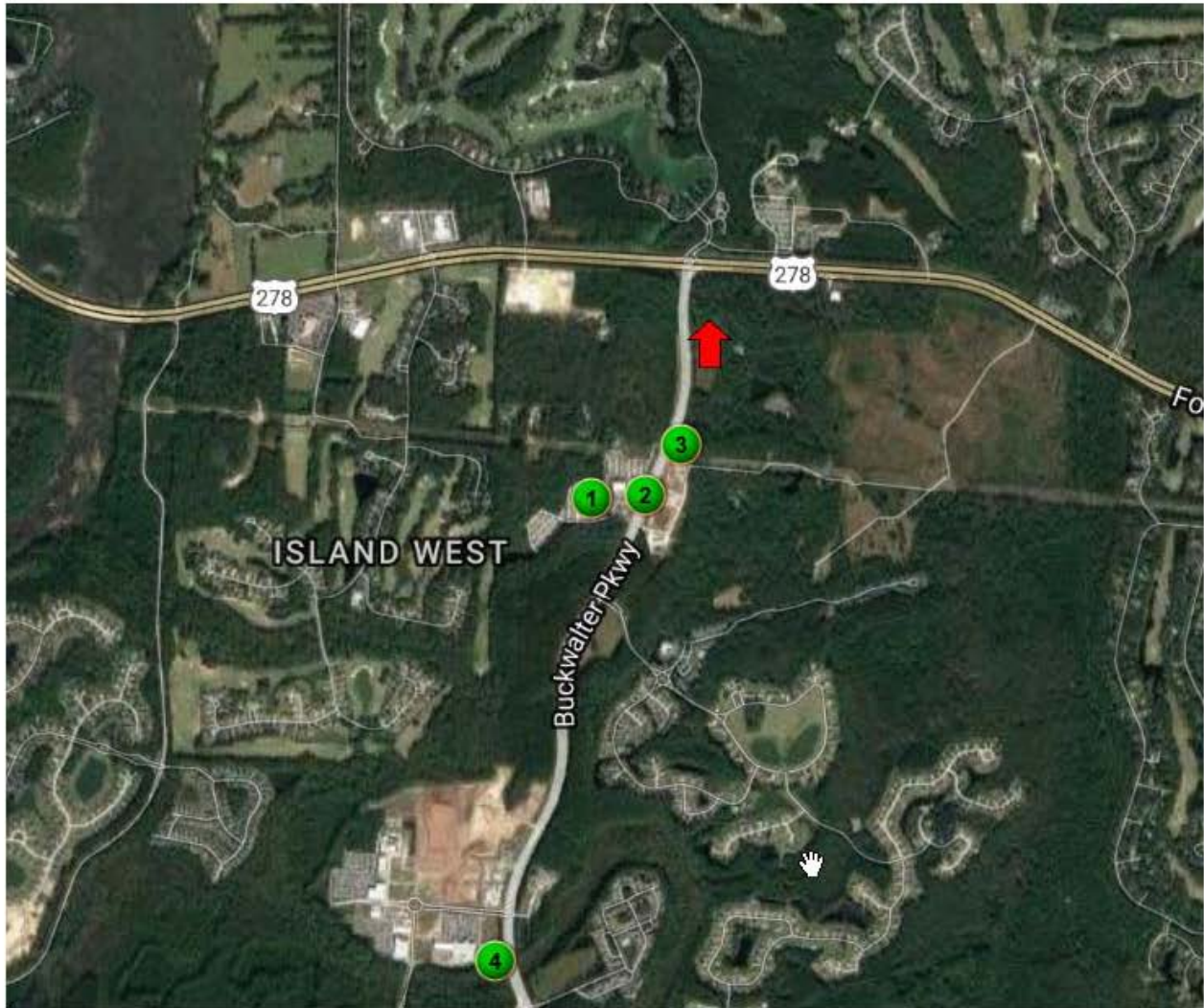
The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

### **METHODOLOGY APPLICABLE TO THE SUBJECT**

For the purposes of this analysis, we have utilized the sales comparison approach and the allocation approach as these methodologies are typically used for right-of-way sites and potential takings that are a portion of a tract of land that is feasible for immediate development. The other methodologies are used primarily when comparable land sales data is non-existent. Therefore, these approaches have not been used.

## Land Value

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE LAND SALES								
No.	Property Location	Transaction Type	Date	Proposed Use	Actual Sale Price	Adjusted Sale Price <sup>1</sup>	Size (Acres)	Price Per Acre
1	8230 Pinellas Drive Bluffton, SC 29910	Sale	Jun-16	Bojangles	\$550,000	\$550,000	1.38	\$398,551
2	81 Buckwalter Parkway Bluffton, SC 29910	Sale	Sep-16	Retail Strip Center	\$750,000	\$750,000	2.10	\$357,654
3	8211 Pinellas Drive Bluffton, SC 29910	Sale	Feb-17	Medical Office	\$825,000	\$825,000	2.65	\$311,321
4	370 Buckwalter Place Boulevard Bluffton, SC 29910	Sale	Jun-17	Commercial Use	\$775,000	\$775,000	1.32	\$587,121
Subject	Buckwalter Parkway, Bluffton, South Carolina	---	---		---	---	6.02	---

<sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable)  
Compiled by CBRE

The sales utilized represent the best data available for comparison with the subject and were selected from the Town of Bluffton area within a three-mile radius of the subject. These sales were chosen based upon similar planned development zoning, size, proposed use and location.

## DISCUSSION/ANALYSIS OF LAND SALES

### Land Sale One

This comparable represents the sale of a 1.38-acre site located at 8230 Pinellas Drive in Bluffton, SC. The property was a vacant site at the time of sale and located within a PUD zoning district. This site has since been developed into a Bojangles restaurant. This comparable sold in June 2016 for \$550,000 or \$9.15 per square foot.

The upward adjustment for size reflects this comparable's inferior feature with respect to economies of scale regarding parcel size. A site utility category adjustment was considered appropriate for this comparable given inferior utility compared to the subject property. Because of this superior trait, a downward adjustment was considered appropriate. Overall, the adjustments applied to this comparable resulted in a net adjustment of zero, whereby the property was deemed similar in comparison to the subject.

### Land Sale Two

This comparable represents the sale of a 2.097-acre site located at 81 Buckwalter Parkway in Bluffton, SC. The property was a vacant site at the time of sale and is located within a PUD zoning district. Based upon discussion with the listing broker, the buyer is proposing to develop a retail strip center. This comparable sold in September 2016 for \$750,000 or \$8.21 per square foot.

The upward adjustment for size reflects this comparable's inferior feature with respect to . A site utility category adjustment was considered appropriate for this comparable given inferior utility compared to the subject property. Because of this inferior trait, an upward adjustment was considered appropriate. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

### Land Sale Three

This comparable represents the sale of a 2.65-acre site located at 8211 Pinellas Drive in Bluffton, SC. The site was a vacant site at the time of sale and is proposed for a 14,137 square foot medical office building known as Optim Orthopedics. This comparable sold in February 2017 for \$825,000 or \$7.15 per square foot.

The upward adjustment for size reflects this comparable's inferior feature with respect to . A site utility category adjustment was considered appropriate for this comparable given inferior utility compared to the subject property. Because of this inferior trait, an upward adjustment was considered appropriate. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

### Land Sale Four

This 1.32 acre parcel is located in the Buckwalter PUD in Bluffton, SC. The property was purchased for \$775,000 on June 6, 2017 or approximately \$587,000 per acre. The property has frontage and good visibility along Buckwalter Parkway.

The upward adjustment for size reflects this comparable's inferior feature with respect to . The adjustment for location was warranted due to superior location relative to the subject property. Therefore, a downward adjustment was judged proper for this comparable. A site utility category adjustment was considered appropriate for this comparable given superior utility compared to the subject property. Because of this superior trait, a downward adjustment was considered appropriate. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

## SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.



**LAND SALES ADJUSTMENT GRID**

Comparable Number	1	2	3	4	Subject
Transaction Type	Sale	Sale	Sale	Sale	---
Transaction Date	Jun-16	Sep-16	Feb-17	Jun-17	---
Proposed Use	Bojangles	Retail Strip Center	Medical Office	Commercial	
Actual Sale Price	\$550,000	\$750,000	\$825,000	\$775,000	---
Adjusted Sale Price <sup>1</sup>	\$550,000	\$750,000	\$825,000	\$775,000	---
Size (Acres)	1.38	2.10	2.65	1.32	6.02
Size (SF)	60,113	91,345	115,434	57,499	262,227
Price Per Acre	\$398,551	\$357,654	\$311,321	\$587,121	---
Size	10%	10%	10%	10%	
Location	0%	0%	0%	-25%	
Site Utility	-10%	5%	15%	-10%	
Total Other Adjustments	0%	15%	25%	-25%	
<b>Value Indication for Subject</b>	<b>\$398,551</b>	<b>\$411,302</b>	<b>\$389,151</b>	<b>\$440,341</b>	
<i>Absolute Adjustment</i>	20%	15%	25%	45%	

<sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

**CONCLUSION**

Based on the preceding analysis, a price per acre indication towards the center of the range indicated below was most appropriate for the subject because given the comparable sales data, location, site utility and size of the parcel. The following table presents the valuation conclusion:

<b>CONCLUDED LAND VALUE</b>				
\$ Per AC		Subject Acs.	=	Total
\$390,000	x	6.02	=	\$2,347,762
\$410,000	x	6.02	=	\$2,468,160
<b>Indicated Value:</b>				<b>\$2,400,000</b>
		(Rounded \$ Per AC)		\$398,677.48

Compiled by CBRE

The value equates to approximately \$2,400,000 or \$400,000 per acre. This falls within the range of \$390,000 to \$410,000 per acre indicated by the adjusted comparable sales and the range of \$350,000 to \$580,000 per acre indicated by the unadjusted comparable sales, thereby lending support to our value conclusion.

## Reconciliation of Value

In the sales comparison approach, the subject is compared to similar properties that have been sold recently. The sales used in this analysis are considered highly comparable to the subject, yet the required adjustments were based on reasonable and well-supported rationale. Therefore, the sales comparison approach is considered to provide a reliable value indication.

The subject property portion known as parcel C-1A (Approximately 5.505 acres) is under contract for \$2,124,877 or approximately \$385,640 per acre which is reasonable and at market.

In addition to the sales comparison approach, a value has been allocated to the Right of Way and Residual Parcel. The value was allocated based on the value of the tract as a whole allocated based on size.

Based on the foregoing, the market value of the subject has been concluded as follows:

<b>MARKET VALUE CONCLUSION</b>			
<b>Appraisal Premise</b>	<b>Interest Appraised</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
As Is	Fee Simple Estate	February 23, 2018	\$2,400,000
Allocated Value to Residual	Fee Simple Estate	February 23, 2018	\$2,200,000
Allocated Value to Right of Way	Fee Simple Estate	February 23, 2018	\$200,000
Compiled by CBRE			

## Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
  - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
  - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
  - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
  - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
  - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
  - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
  - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
  - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
  - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
  - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.



**ADDENDA**

Property Name	Bojangles Site
Address	8230 Pinellas Drive Bluffton, SC 29910
County	Beaufort
Govt./Tax ID	R610 022 000 1105 0000
Land Area Net	1.380 ac/ 60,113 sf
Land Area Gross	N/A/ N/A
Site Development Status	Semi-Finished
Utilities	All available
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	N/A
Flood Panel No./ Date	N/A
Zoning	PUD
Entitlement Status	N/A



### Transaction Details

Type	Sale	Primary Verification	Broker / Deed
Interest Transferred	Fee Simple	Transaction Date	06/27/2016
Condition of Sale	None	Recording Date	N/A
Recorded Buyer	Advent Holdings, LLC	Sale Price	\$550,000
Buyer Type	Developer	Financing	Not Available
Recorded Seller	Bluffton C2, LLC	Cash Equivalent	\$550,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	Jim Demint	Adjusted Price	\$550,000
Doc #	3494-2935	<b>Adjusted Price / ac and / sf</b>	<b>\$398,551 / \$9.15</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This comparable represents the sale of a 1.38-acre site located at 8230 Pinellas Drive in Bluffton, SC. The property was a vacant site at the time of sale and located within a PUD zoning district. This site has since been developed into a Bojangles restaurant. This comparable sold in June 2016 for \$550,000 or \$9.15 per square foot.

Property Name	81 Buckwalter Parkway
Address	81 Buckwalter Parkway Bluffton, SC 29910
County	Beaufort
Govt./Tax ID	R610 022 000 1106 0000
Land Area Net	2.097 ac/ 91,345 sf
Land Area Gross	N/A/ N/A
Site Development Status	Finished
Utilities	All available
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	N/A
Flood Panel No./ Date	N/A
Zoning	PUD
Entitlement Status	N/A



### Transaction Details

Type	Sale	Primary Verification	Broker; HUD Statement
Interest Transferred	Fee Simple	Transaction Date	09/06/2016
Condition of Sale	None	Recording Date	N/A
Recorded Buyer	John Tran Phouc	Sale Price	\$750,000
Buyer Type	Private Investor	Financing	Not Available
Recorded Seller	Bluffton C2, LLC	Cash Equivalent	\$750,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	Jim Demint	Adjusted Price	\$750,000
Doc #	John Trouc	<b>Adjusted Price / ac and / sf</b>	<b>\$357,654 / \$8.21</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This comparable represents the sale of a 2.097-acre site located at 81 Buckwalter Parkway in Bluffton, SC. The property was a vacant site at the time of sale and is located within a PUD zoning district. Based upon discussion with the listing broker, the buyer is proposing to develop a retail strip center. This comparable sold in September 2016 for \$750,000 or \$8.21 per square foot.

Property Name	Optim Orthopedics Site
Address	8211 Pinellas Drive Bluffton, SC 29910
County	Beaufort
Govt./Tax ID	R610 022 000 1072 0000
Land Area Net	2.650 ac/ 115,434 sf
Land Area Gross	N/A/ N/A
Site Development Status	Semi-Finished
Utilities	All available
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	N/A
Flood Panel No./ Date	N/A
Zoning	PUD
Entitlement Status	N/A



### Transaction Details

Type	Sale	Primary Verification	HUD Statement / Broker
Interest Transferred	Fee Simple	Transaction Date	02/01/2017
Condition of Sale	None	Recording Date	N/A
Recorded Buyer	Optim Orthopedics	Sale Price	\$825,000
Buyer Type	End User	Financing	Not Available
Recorded Seller	Bluffton C2, LLC	Cash Equivalent	\$825,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	Jim Demint	Adjusted Price	\$825,000
Doc #	N/A	<b>Adjusted Price / ac and / sf</b>	<b>\$311,321 / \$7.15</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This comparable represents the sale of a 2.65-acre site located at 8211 Pinellas Drive in Bluffton, SC. The site was a vacant site at the time of sale and is proposed for a 14,137 square foot medical office building known as Optim Orthopedics. This comparable sold in February 2017 for \$825,000 or \$7.15 per square foot.

Property Name	Vacant Land
Address	370 Buckwalter Place Boulevard Bluffton, SC 29910
County	Beaufort
Govt./Tax ID	R610-030-000-2000-0000
Land Area Net	1.320 ac/ 57,499 sf
Land Area Gross	1.320 ac/ 57,499 sf
Site Development Status	Semi-Finished
Utilities	N/A
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Irregular
Topography	Generally Level
Flood Zone Class	N/A
Flood Panel No./ Date	N/A
Zoning	PUD
Entitlement Status	N/A



### Transaction Details

Type	Sale	Primary Verification	Deed/Buyer
Interest Transferred	Fee Simple	Transaction Date	06/06/2017
Condition of Sale	Arm's-Length	Recording Date	N/A
Recorded Buyer	Professional Resource Development, Inc.	Sale Price	\$775,000
Buyer Type	N/A	Financing	Cash to Seller
Recorded Seller	Buckwalter-Bluffton, LLC	Cash Equivalent	\$775,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	N/A	Adjusted Price	\$775,000
Doc #	3581/1210	<b>Adjusted Price / ac and / sf</b>	<b>\$587,121 / \$13.48</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This 1.32 acre parcel is located in the Buckwalter PUD in Bluffton, SC. The property was purchased for \$775,000 on June 6, 2017 or approximately \$587,000 per acre. The property has frontage and good visibility along Buckwalter Parkway.



3  
Bird  
8543  
8543

1/53

Prepared By and Return To:  
**Bird, Cofield & Moise, LLC**  
15 Clark's Summit Drive  
P.O. Box 2474  
Bluffton, SC 29910  
(843) 815-3900  
Fax (843) 815-3901

**BEAUFORT COUNTY SC - ROD**  
**BK 02317 PGS 0789-0791**  
**FILE NUM 2006011228**  
**02/07/2006 03:28:07 PM**  
**REC'D BY S SMITH RCPT# 395017**  
**RECORDING FEES 10.00**  
**County Tax 2,781.90**  
**State Tax 6,575.40**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT COUNTY )

**TITLE TO REAL ESTATE**

**KNOW ALL MEN BY THESE PRESENTS**, that Buckwalter Commercial, Inc., Grantor(s), in the State aforesaid for and in consideration of the sum of TWO MILLION FIVE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS 00/100 (\$2,528,815.00) to it paid by Parcel C1, LLC, the Grantee(s), receipt whereof is hereby acknowledged, has granted, bargained, sold and released; and by these presents, does grant, bargain, sell and release unto the said Parcel C1, LLC, its successors and assigns, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TMS #: 610-22-578-0

Grantee(s) Address: 318 Good Hope Road  
Bluffton, South Carolina 29910

The within Deed was prepared in the office of Bird, Cofield & Moise, LLC, P.O. Box 2474, Bluffton, SC 29910.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Parcel C1, LLC, its successors and assigns forever.

AND it is do hereby bind itself and the undersigned's heirs, successors and/or assigns, to warrant and forever defend all and singular the said premises unto the said Parcel C1, LLC, its successors and assigns, against the undersigned, the Grantor(s), and its successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

1250.000-00 (CMA)

ADD DMP Record 3/14/2006 05:13:14 PM  
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	022	000	0578	0000	00

RECORDED  
2006 Mar -15 08:23 AM  
Sharon Q. Burns  
BEAUFORT COUNTY AUDITOR

WITNESS the execution hereof by Grantor(s) this 23<sup>rd</sup> day of November in the year of our Lord Two Thousand Five and in the Two Hundred Thirtieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered  
in the Presence of

[Signature]  
1<sup>st</sup> Witness  
[Signature]  
2<sup>nd</sup> Witness

**BUCKWALTER COMMERCIAL, INC.**

By: [Signature] {SEAL}  
Thomas R. Zinn

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT         )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public, do hereby certify that Thomas R. Zinn, the authorized representative of Buckwalter Commercial, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23<sup>rd</sup> day of November, 2005.

Witness [Signature]

SWORN to before me this 23<sup>rd</sup> day of  
November, 2005.

[Signature]  
Notary Public for South Carolina

My Commission Expires 3-3-2014

(SEAL)

File # 1250-002-00

**Exhibit "A"**

ALL that certain piece, parcel, and tract of land, situate, lying and being within Town of Bluffton, Beaufort County, South Carolina, said parcels being 38.945 acres, consisting of 16.295 acres of uplands and 22.650 acres of wetlands, said parcels being designated as Parcel C1, and being more specifically shown and described on a survey thereof entitled "Parcel C1, A Portion of Buckwalter Commercial, Inc. Property," prepared for Buckwalter Commercial, Inc., said Survey dated July 1, 2005, revised August 1, 2005, August 22, 2005, and November 9, 2005, and prepared by Thomas & Hutton Engineering Co., Boyce L. Young SCRLS #11079 with said Survey recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 109 at Page 187.

Said property is a portion of the property conveyed to Buckwalter Commercial, Inc. by deed of BHR Acquisition Co., LLC, said deed dated February 18, 2003 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1715 at Page 1123.

1 **PURCHASE AND SALE AGREEMENT**

2  
3  
4 This Purchase and Sale Agreement (this "Agreement") is made this 3<sup>rd</sup> day of August,  
5 2016 (the "Effective Date"), by and between **Parcel C1, LLC**, a South Carolina limited liability  
6 company ("Seller"), and **TXG, LLC**, its subsidiary or assignee ("Purchaser").  
7

8 **Recitals**

9 A. Seller is the owner of that certain parcel of unimproved real property known as Parcel C-  
10 1 of which Purchaser desires to purchase an un-subdivided parcel of approximately 4.5 acres,  
11 located in the northernmost portion of parcel C-1 which fronts on Buckwalter Parkway, north of  
12 the Buckwalter Parkway curb cut, in Bluffton, Beaufort County, South Carolina, which is more  
13 particularly described or depicted on Exhibit A attached hereto and made a part hereof (the  
14 "Property").

15 B. Purchaser desires to purchase the Property, and Seller desires to sell the Property  
16 pursuant to the terms and conditions of this Agreement.

17 **Agreement**

18 **NOW, THEREFORE**, in consideration of the above Recitals and other good and  
19 valuable consideration, including the mutual covenants and promises herein contained, the  
20 receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as  
21 follows:

22 **1. PROPERTY.** Seller agrees to sell and Purchaser agrees to buy the Property, together  
23 with all easements, licenses, privileges, appurtenances and other rights pertaining thereto,  
24 including without limitation all air or air space rights, all subsurface rights not previously  
25 reserved, all riparian rights, all title and interest of Seller in and to adjacent roads, rights of way,  
26 alleys, drainage facilities, easements, utility facilities, impact fee credits, concurrency rights,  
27 development rights, sewer or water reservations or tap-in rights, and any and all similar  
28 development rights incident or related thereto. The final legal description for the Property shall  
29 be as set forth on the Survey (as defined in Section 5(a)).  
30

31 **2. PURCHASE PRICE.** The purchase price for the Property shall be \$1,475,000 (the  
32 "Purchase Price"), to be paid as hereinafter provided.  
33

34 **3. EARNEST MONEY.**  
35

36 a. Purchaser will deposit with First American Title Insurance Company or another  
37 title company acceptable to Purchaser (the "Title Company") within five (5) business days after  
38 the Effective Date, a check or wired funds in the amount of \$10,000. The deposit and interest  
39 thereon, if any, shall be defined as the "Earnest Money."

40 b. Upon collection of the funds into the general escrow account of the Title  
41 Company, such funds are to be held in an interest-bearing trust account and disbursed by the  
42 Title Company in accordance with the terms of this Agreement. Prior to opening such

43 investment, in addition to the funds being collected, Purchaser, as depositor, will furnish the  
44 forms required to open the investment (an executed Form W-9 and INSTRUCTION FOR  
45 INVESTMENT OF ESCROW FUNDS).

46 c. The Earnest Money shall be applied to the Purchase Price to be paid by Purchaser  
47 at Closing, as hereinafter defined, or disbursed as otherwise provided herein. In this regard  
48 Purchaser's tax identification number is \_\_\_\_\_.

49 **4. INSPECTION PERIOD.** Purchaser, its employees, agents and designees, shall have the  
50 right to inspect the Property for a period of 120 days following the Effective Date (as such period  
51 may be extended as provided for hereunder, the "Inspection Period"). Within 5 days following  
52 the Effective Date, Seller shall deliver to Purchaser those items listed on Exhibit B attached  
53 hereto and made a part hereof, which Seller has in its possession or which it may be able to  
54 reasonably obtain (the "Existing Due Diligence"). Purchaser may elect not to buy the Property  
55 for any reason at all or for no reason during the Inspection Period by providing Seller with  
56 written notice of Purchaser's intention not to purchase the Property prior to the end of the  
57 Inspection Period. If Purchaser so elects not to purchase the Property, then the Title Company,  
58 upon written demand by Purchaser (with a copy going to Seller), shall refund the Earnest Money  
59 to Purchaser within 5 business days of receipt by Title Company of said written demand. During  
60 the term of this Agreement:

61  
62 a. Purchaser, its employees, agents and designees, shall have the right of ingress and  
63 egress over and through the Property during normal business hours to perform any work deemed  
64 necessary by Purchaser to evaluate the Property.

65  
66 b. Purchaser shall be liable for all costs and expenses and/or damage and injury to  
67 any person or property resulting from any such inspections, whether caused by the acts of  
68 Purchaser or any of its employees, agents, contractors, consultants or representatives, and  
69 Purchaser shall indemnify and hold harmless Seller from any liability, claims and expenses  
70 (including without limitation mechanics liens and/or reasonable attorney's fees and costs)  
71 resulting therefrom. Purchaser shall restore the Property to substantially the same condition as it  
72 existed prior to Purchaser's activities and shall remove and dispose of any waste generated by  
73 Purchaser's activities in compliance with all applicable laws. This obligation shall expressly  
74 survive the termination of this Agreement.

75  
76 c. Seller shall cooperate with Purchaser by responding, to the best of Seller's  
77 knowledge, to all reasonable questions and inquiries made by Purchaser relating to the Property  
78 that are reasonably necessary in Purchaser's opinion for Purchaser to evaluate the use of the  
79 Property for a senior living facility, and by instructing its agents and advisors to disclose any  
80 information they may have pertaining to the Property. Seller agrees to provide to Purchaser  
81 within a reasonable time of a request therefor any affidavits or letters executed by Seller that may  
82 be reasonably required by the applicable governmental authorities subject to Seller's rights to  
83 approve. The obligation of the Seller in the foregoing sentence shall survive Closing and the  
84 delivery of the Deed (as defined herein).

85  
86 d. Purchaser shall have the right to extend the Inspection Period for four 30-day  
87 periods by giving written notice thereof to Seller prior to the end of the Inspection Period, as the



88 same may be extended, and by delivering (i) \$2,500 to the Title Company for each such  
89 extension, which additional funds shall be applicable to the Purchase Price and shall be  
90 refundable in the event Purchaser is unable to obtain all the necessary permits and approvals to  
91 construct on the Property Purchaser's proposed senior living facility and (ii) \$2,500 directly to  
92 Seller for each such extension, which additional funds shall be immediately nonrefundable  
93 (except as provided in Sections 5(b), 13(a) and 14) and will not be applied to the Purchase Price.  
94 The additional funds to be paid by Purchaser pursuant to this Section 4(d) are referred to herein  
95 as the "Additional Deposit Money." If Purchaser does not terminate this Agreement before the  
96 end of the Inspection Period (as the same may be extended), all Earnest Money and Additional  
97 Deposit Money shall be nonrefundable except as provided in Sections 5(b), 13(a) and 14.

98  
99 **5. TITLE AND SURVEY.**

100  
101 a. Purchaser shall obtain (i) a title insurance commitment for the Property (the "Title  
102 Commitment") issued by the Title Company in the amount of the Purchase Price, committing to  
103 insure Purchaser against loss on account of any defect or encumbrance in the title, unless herein  
104 excepted and (ii) an ALTA survey of the Property, certified to Purchaser, the Title Company and  
105 Purchaser's lender in accordance with said lender's and Purchaser's survey requirements (the  
106 "Survey"). Should Purchaser not close on the Property it shall deliver to Seller a copy of the  
107 ALTA survey and any and all third party reports obtained by Purchaser with regard to the  
108 Property at no cost.

109  
110 b. The Property is being sold and is to be conveyed subject to any specific matters  
111 set forth in the Title Commitment and the Survey unless written objections of the same (the  
112 "Title Objections") are delivered to Seller during the Inspection Period. Seller shall have until the  
113 end of the Inspection Period to either cure the Title Objections or notify Purchaser of which Title  
114 Objections Seller will not cure. Any matters reflected in the Title Commitment and Survey that  
115 are not timely objected to during the Inspection Period shall be deemed "Permitted Exceptions."  
116 Should Seller notify Purchaser that Seller will not cure any timely made Title Objections or  
117 should Seller fail to timely cure any timely made Title Objections, Purchaser shall have the right  
118 to (i) accept said uncured Title Objections and close on the Property, in which case said uncured  
119 Title Objections shall be "Permitted Exceptions" or (ii) terminate this Agreement upon written  
120 notice to Seller prior to Closing and receive a full refund of the Earnest Money, any Additional  
121 Deposit Money and any Extension Money (as hereafter defined) within 5 business days of  
122 receipt by Title Company of said written notice.

123 **6. CONVEYANCE.** Seller agrees to convey to Purchaser fee simple marketable title to the  
124 Property, together with all easements, rights of way, privileges, appurtenances and other rights  
125 pertaining thereto, by special warranty deed subject only to the Permitted Exceptions (the  
126 "Deed").

127  
128 **7. CONDITIONS PRECEDENT TO CLOSING.** The obligations of Purchaser and  
129 Seller under this Agreement are subject to all covenants, agreements, actions, proceedings,  
130 instruments and documents required pursuant to this Agreement having been performed,  
131 complied with or delivered (as the case may be) in accordance with this Agreement.



132 **8. CLOSING.** The closing of the sale and purchase of the Property (the "Closing") shall  
133 take place at such location as both parties shall reasonably agree 30 days after the end of the  
134 Inspection Period or at such other date as may be reasonably agreed upon by the parties hereto in  
135 writing (the "Closing Date"). Purchaser shall have the right to extend the Closing Date for one  
136 30-day period by giving written notice thereof to Seller and by depositing \$10,000 with the Title  
137 Company for such extension prior to the original date of Closing (the "Extension Money"). The  
138 Extension Money shall be applied to the Purchase Price at the Closing.

139  
140 **9. DELIVERIES AT CLOSING.** At the Closing, Seller shall deliver those certain items  
141 listed on Exhibit C. At the Closing, Purchaser shall deliver a closing statement executed by  
142 Purchaser, any documents reasonably required of it from the Title Company in order to close,  
143 and the funds due from Purchaser pursuant to said closing statement.

144  
145 **10. COSTS AND FEES.** Seller shall be responsible for the payment of all recording taxes,  
146 documentary stamps and other charges for recording the Deed, one-half of any closing or escrow  
147 fee charged by the Title Company, and any other costs customarily borne by a seller in  
148 commercial real estate transactions in the county where the Property is located. Purchaser shall  
149 be responsible for the title insurance premium for Purchaser's owner's title insurance policy (and  
150 the title search and abstract fees associated with said title insurance policy), the cost of the  
151 Survey, any other third party reports obtained by Purchaser, one-half of any closing or escrow  
152 fee charged by the Title Company, and any other costs customarily borne by a purchaser in  
153 commercial real estate transactions in the county where the Property is located. Seller and  
154 Purchaser shall each pay its respective costs for its own attorneys' fees for services related to the  
155 negotiation and preparation of this Agreement and the sale and purchase of the Property.

156  
157 **11. AD VALOREM TAXES.** Ad valorem taxes and assessments, if any, for the tax year in  
158 which the Closing occurs are to be prorated (on the basis of a 365-day year) as of the date of  
159 Closing on the basis of the tax assessment for the tax year in which Closing occurs. If the  
160 Closing shall occur before the tax assessment for the current tax year shall be established, the tax  
161 assessment for the preceding tax year shall be used for such proration at Closing. Should the tax  
162 assessment for the current tax year once known differ by greater than ten percent (10%) from the  
163 tax assessment used for such proration at Closing, either Seller or Purchaser may demand and  
164 shall be entitled to receive on demand a payment from the other correcting such proration within  
165 ninety (90) days of the date in which such taxes are known.

166  
167 In the event the tax parcel(s) in which the Property is located contains any additional  
168 property as of the Closing Date, Seller and Purchaser agree to enter into a tax proration  
169 agreement at Closing, which shall provide, among other things, that (i) as soon as reasonably  
170 possible after Closing, the parties will diligently pursue until completion a tax parcel split that  
171 creates a separate tax parcel that includes the Property and no other property and (ii) in the event  
172 such tax parcel split is not effective prior to the delivery of any tax assessments following the  
173 Closing, each party will be responsible for its pro rata share of such assessment. The obligations  
174 in this paragraph shall survive Closing and the delivery of the Deed.

175  
176 Seller shall be solely responsible for any and all roll back taxes or other deferred property  
177 taxes, if any, that are due or become due either before or after Closing. If the same are  
178 reasonably known at Closing, any such roll back taxes shall be estimated and escrowed with



179 Title Company (pursuant to an escrow agreement agreed to by Title Company) at Closing until a  
180 bill therefor has been presented. Any excess funds shall be reimbursed back to Seller.

181  
182 **12. SELLER'S REPRESENTATIONS AND WARRANTIES.** To induce Purchaser to  
183 enter into this Agreement, Seller makes the following representations and warranties, all of  
184 which are true as of the date hereof (unless otherwise specified) and shall also be true as of the  
185 Closing Date:

186  
187 a. Seller is the sole owner of good, marketable, and insurable fee simple title to the  
188 Property. Seller has the legal authority and capacity to enter into this Agreement and to sell the  
189 Property. The execution and delivery of this Agreement and the performance by Seller of its  
190 obligations hereunder have been duly authorized by all requisite action and no further action or  
191 approval is required in order to constitute this Agreement as a binding and enforceable obligation  
192 of Seller. The execution of this Agreement by the Seller will not create a default of any kind for  
193 Seller, violate any restrictions which Seller is subject to, or violate any applicable code,  
194 resolution, law, judgment, regulation, statute, decree or rule.

195  
196 b. The Property is not and, for the past five (5) years, has not been subject to any  
197 special taxes or assessments of any kind or a special use valuation.

198  
199 c. No leases, options or other contracts for the Property have been granted or entered  
200 into which are outstanding as of the date of this Agreement, and no party other than Seller has  
201 any right of possession as to all or any part of the Property.

202  
203 d. There are no pending or, to Seller's knowledge, threatened condemnation or  
204 eminent domain proceedings for all or any part of the Property.

205  
206 e. No act or omission has occurred with respect to the Property and no materials or  
207 services have been furnished or delivered on or to the Property which would create or otherwise  
208 encumber the Property with any mechanics, materialmen, laborer, or other similar type of lien  
209 after the Closing.

210  
211 f. There is no pending or, to Seller's knowledge, threatened claim, litigation or other  
212 proceeding whether in a court of law or other venue that currently affects or potentially could  
213 affect the Property or Seller's right to convey the Property.

214  
215 g. The Property is zoned Buckwalter PUD. Seller has no actual knowledge of and  
216 shall not initiate or participate in any changes in zoning proposed by any applicable zoning  
217 authority unless requested to do so by Purchaser.

218  
219 h. To the best of Seller's knowledge, Seller has complied with all applicable laws,  
220 ordinances, regulations, statutes, rules and restrictions affecting the Property.

221  
222 i. To the best of Seller's knowledge, neither Seller nor any previous owner, tenant,  
223 occupant or user of the Property, nor any other person, has engaged in or permitted any  
224 operations or activities upon, or any use or occupancy of the Property, or any portion thereof, for  
225 the purpose of or in any way involving the handling, manufacture, treatment, storage, use,

226 generation, release, discharge, refining, dumping or disposal of any Hazardous Materials (as  
227 hereinafter defined) in violation of any applicable laws or regulations on, under, in or about the  
228 Property, or transported any Hazardous Materials to, from or across the Property, nor are any  
229 Hazardous Materials presently constructed, deposited, stored, or otherwise located on, under, in  
230 or about the Property, nor have any Hazardous Materials migrated from the Property upon or  
231 beneath other properties, nor have any Hazardous Materials migrated or threatened to migrate  
232 from other properties upon, about or beneath the Property, nor are any underground  
233 improvements, including but not limited to storage tanks, dumps, or water, gas or oil wells now  
234 located or have ever been located on the Property. As used herein, the term "Hazardous  
235 Materials" means:

236  
237 i. any substance the presence of which requires investigation or remediation  
238 under any federal, state or local statute, regulation, ordinance, order, action, policy or common  
239 law; or

240 ii. any substance which is or becomes defined as a "hazardous waste,"  
241 "hazardous substance," pollutant or contaminant under any federal, state or local statute,  
242 regulation, rule or ordinance or amendments thereto including, without limitation, the  
243 Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et  
244 seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); or

245 iii. any substance which is toxic, explosive, corrosive, flammable, infectious,  
246 radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any  
247 governmental authority, agency, department, commission, board, agency or instrumentality of  
248 the United States, the State of South Carolina or any political subdivision thereof; or

249 iv. any substance the presence of which on the Property causes or threatens to  
250 cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a  
251 hazard to the health or safety of persons on or about the Property; or

252 v. any substance the presence of which on adjacent properties could  
253 constitute a trespass by Seller; or

254 vi. any substance, without limitation, which contains gasoline, diesel fuel or  
255 other petroleum hydrocarbons; or

256 vii. any substance, without limitation, which contains polychlorinated  
257 bipheynols (PCBs), asbestos or urea formaldehyde foam insulation; or

258 viii. without limitation, radon gas.

259 With respect to the representations and warranties contained in subsections (a) through  
260 (h) above, Seller agrees to indemnify, defend, reimburse and hold harmless Purchaser, its  
261 affiliates, successors and assigns from any and all liabilities, costs, damages and expenses  
262 (including without limitation, attorneys' fees) arising from or related to the breach of any  
263 representation or warranty as to conditions existing on or prior to the Closing Date for a period  
264 ending one year after the Closing.





265 **13. DEFAULT.**

266  
267 a. Default by Seller. In the event any of the specific representations, warranties or  
268 covenants of Seller contained in this Agreement proves to be untrue in any material respect, or if  
269 Seller refuses or fails to timely perform any of its duties or obligations or comply with any of the  
270 provisions hereof at or prior to Closing, then, at Purchaser's option, Purchaser may elect to (a)  
271 terminate this Agreement, receive a refund of the Earnest Money, any Additional Deposit Money  
272 and any Extension Money from Title Company (and Seller, as applicable) within 5 business days  
273 of written receipt by Title Company of a written request from Purchaser (with a copy going to  
274 Seller), and receive reimbursement from Seller for (i) all actual, reasonable out-of-pocket costs  
275 incurred by Purchaser in connection with all third party surveys and reports obtained by  
276 Purchaser with regard to the Property (copies of which will be provided to Seller after such  
277 reimbursement has been made) and (ii) all other actual, reasonable out-of-pocket costs incurred  
278 by Purchaser in connection with this Agreement and Purchaser's contemplated acquisition and  
279 development of the Property (with the reimbursement amount under this subsection (ii) not to  
280 exceed \$10,000) or (b) proceed with any equitable remedy available to Purchaser, including,  
281 without limitation, the right of specific performance.

282  
283 b. Default by Purchaser. In the event Purchaser fails to timely tender its obligations  
284 to be performed at the Closing, then, if Seller is not in default as specified in the foregoing  
285 paragraph, Seller shall be entitled to the Earnest Money, any Additional Deposit Money and any  
286 Extension Money, as full liquidated damages, the same being Seller's sole remedy, whereupon  
287 this Agreement and all rights and obligations created hereby shall automatically terminate and be  
288 null and void and of no further force or effect whatsoever. In this regard, the Title Company shall  
289 disburse the Earnest Money, any Additional Deposit Money and any Extension Money to Seller  
290 within 5 business days of receipt by Title Company of a written request from Seller (with a copy  
291 going to Purchaser). It is agreed by Seller and Purchaser that, in the event of a breach by  
292 Purchaser, the amount of actual damages suffered by Seller would be expensive and difficult to  
293 ascertain and the retention of the Earnest Money, any Additional Deposit Money and any  
294 Extension Money as liquidated damages are a reasonable estimate of the parties of the actual  
295 damages to Seller herein and are not a penalty.

296  
297 In the event of a dispute as to which party is entitled to the Earnest Money, any  
298 Additional Deposit Money and/or any Extension Money and litigation is necessary, the  
299 prevailing party shall be entitled to the recovery of its costs and reasonable attorney's fees.

300  
301 **14. CONDEMNATION AND DESTRUCTION.** If, on or prior to the Closing Date, any  
302 portion of the Property is the subject of a pending or contemplated taking by eminent domain  
303 which has not been consummated or if the Property has been materially damaged or destroyed,  
304 Seller shall notify Purchaser within 5 days of obtaining knowledge of such fact, and Purchaser  
305 shall have the option to terminate this Agreement upon giving written notice to Seller prior to  
306 Closing. In the event Purchaser shall elect to terminate this Agreement, Purchaser shall receive a  
307 refund of the Earnest Money, any Additional Deposit Money and any Extension Money within 5  
308 business days of receipt by Title Company of written demand (with a copy going to Seller), and  
309 neither party shall have any further rights or obligations hereunder. If, after receipt of Seller's  
310 notice, as aforesaid, Purchaser does not exercise its option to terminate this Agreement, the  
311 parties hereto shall remain bound hereunder and Seller shall assign and turn over at Closing, and



312 Purchaser shall be entitled to receive and keep, all awards for the taking by eminent domain  
313 described in said notice or all insurance proceeds payable as a result of such destruction or  
314 damage.

315 **15. NOTICES.** All notices, requests, consents and other communications hereunder shall be  
316 in writing and shall be personally delivered, or delivered by overnight courier, or mailed by first  
317 class, registered or certified mail, return receipt requested, postage prepaid, or delivered by email  
318 (provided that a notice delivered by email shall immediately thereafter be delivered by one of the  
319 other methods permitted in this Section 15), as follows:

320  
321 Notice to Purchaser: TXG, LLC  
322 416 Audubon Rd  
323 Greenville, SC 29606  
324 Attn: Ted Rollins  
325 864-414-3877  
326 twr@valeogroupe.com  
327

328 with a copy to: Dawn Helms Sharff  
329 Bradley Arant Boult Cummings LLP  
330 One Federal Place  
331 1819 Fifth Avenue North  
332 Birmingham, AL 35203  
333 Email: dsharff@babco.com  
334

335 Notice to Seller: Parcel C1, LLC  
336 2 Hampton Hall Blvd  
337 Bluffton, SC 29910  
338 Attn: Gary Rowe  
339 Email: growe@roweinvestmentsllc.com  
340

341 with a copy to: Stephen S. Bird  
342 Bird, Cofield & Moise, LLC  
343 15 Clark's Summit Drive  
344 Bluffton, SC 29910  
345 Email: stevebird@sbirdlaw.com  
346

347 Notice to  
348 Title Company: First American Title Insurance Company  
349 National Commercial Services  
350 30 North LaSalle St., Suite 2700  
351 Chicago, IL 60602  
352 Attention: John E. Beckstedt, Jr.  
353 Email: jbeckstedt@firstam.com  
354

355 Any such notice, request, consent or other communications shall be deemed received at  
356 such time as it is actually delivered, on the first business day following an overnight delivery, or  
357 on the fifth business day after a mailing, as the case may be. Either party hereto may change the



358 address for receiving notices hereunder by notice sent in accordance with the terms of this  
359 Section 15.

360  
361 **16. BROKERS.** The parties warrant to each other that no broker is entitled to a commission  
362 on the sale and purchase of the Property hereunder and that each party will indemnify and hold  
363 the other party harmless of any demands, claims or other obligations asserted by any person for a  
364 brokerage commission through such party, except as follows:  
365

366       Upon the closing of the transaction evidenced hereby, and not otherwise, Seller shall pay  
367 a commission to Carson Realty in accordance with a separate agreement. Upon the closing of the  
368 transaction evidenced hereby, and not otherwise, Purchaser shall pay a development fee to  
369 Grayson Properties, Inc. in accordance with a separate agreement.  
370

371 **17. INTENTIONALLY DELETED.**

372  
373 **18. MISCELLANEOUS.**

374  
375       a. Governing Law. This Agreement shall be governed by and interpreted by the  
376 internal laws of the state in which the Property is located, without regard to its conflicts of law  
377 provisions.  
378

379       b. Entire Agreement. This Agreement represents the entire agreement between  
380 Purchaser and Seller and supersedes any other agreements or understanding whether written or  
381 verbal and may not be changed unless in writing and fully executed by both Purchaser and  
382 Seller.  
383

384       c. Survival of Representations and Warranties. All representations, warranties,  
385 covenants and agreements made in this Agreement shall survive closing and the delivery of the  
386 Deed. Seller agrees to perform any acts reasonably required by Purchaser to effectively transfer  
387 the Property to Purchaser without additional cost to Purchaser for a period of six (6) months after  
388 the Closing.  
389

390       d. Time of the Essence. Both parties hereto specifically agree that time is of the  
391 essence to this Agreement with respect to the performance of the obligations of the parties under  
392 this Agreement.  
393

394       e. Assignment; Successors and Assigns. This Agreement may be assigned by  
395 Purchaser to a single asset entity to be formed by Purchaser, without Seller's consent, and shall  
396 be binding upon and inure to the benefit of the parties hereto and their respective representatives,  
397 successors and assigns.

398       f. Section 1031 Like-Kind Exchange. Seller acknowledges that Purchaser may  
399 engage in a like-kind exchange with respect to the Property under Section 1031 of the Internal  
400 Revenue Code (the "1031 Exchange"). Seller agrees to cooperate with Purchaser, at no expense  
401 to Seller, in connection with a 1031 Exchange of the Property and consents to the assignment of  
402 this Agreement by Purchaser to a "qualified intermediary" (within the meaning of Section  
403 1.1031(k)-1 of the Treasury Regulations) for purposes of effecting a 1031 Exchange.





404  
405 g. Standstill. While this Agreement is in effect, Seller will not actively market, sell  
406 or encumber the Property in any manner, will not accept, negotiate or entertain any other offers  
407 for the Property and will maintain the Property in its current condition and in compliance with  
408 applicable laws. Seller shall not take any other action which would cause any representation,  
409 warranty or covenant set out herein to be untrue as of Closing without Purchaser's prior written  
410 consent. While this Agreement is in effect, Purchaser will not negotiate or contract for another  
411 site in Bluffton, South Carolina, unless such additional contract is for an adjacent site or parcel  
412 that would be part of an assemblage by Purchaser that includes the Property.  
413

414 h. Captions and Interpretations. Paragraph titles or captions contained herein are  
415 inserted as a matter of convenience and for reference, and in no way define, limit, extend or  
416 describe the scope of this Agreement or any provision hereof. No provision in this Agreement is  
417 to be interpreted for or against either party because that party or its legal representative drafted  
418 such provision.  
419

420 i. Business Days. In the event any period of time provided for in this Agreement  
421 ends on a day other than a business day on which banks are generally open for a full day for  
422 business, such ending date shall automatically be extended to the next business day.

423 j. Counterparts; Electronic/Facsimile Signatures. This Agreement may be executed  
424 in two or more separate counterparts, each of which, when so executed and delivered, shall  
425 constitute an original, and all such counterparts shall together constitute one and the same  
426 instrument, and any party may execute this Agreement by executing any one or more of such  
427 counterparts. Signatures delivered electronically or by facsimile shall be as binding as original  
428 signatures.

429 k. Confidentiality. Except for those public disclosures required by applicable law,  
430 Seller and Purchaser hereby agree that the matters contained herein and any information  
431 regarding the relationship between Purchaser and Seller, including any communications  
432 preceding the execution of this Agreement, shall remain confidential, and that Seller and/or  
433 Purchaser will not reveal to any third parties other than Seller's/Purchaser's attorneys and other  
434 advisors the contents of this Agreement or the details of any such communications. Each party  
435 acknowledges that the other party will have all remedies available in equity in the event of a  
436 breach of this subsection (k) by Seller or Purchaser or their affiliates.

437 b. Restrictive Covenant. Seller agrees that it shall record at or prior to the Closing in  
438 the property records in the county and state in which the Adjacent Property is located, a  
439 document which provides that the Adjacent Property shall be prohibited from being used as a  
440 senior living facility, a funeral home and a fast food restaurant. Higher end fast food restaurants  
441 such as Chick-fil-a shall be allowed. McDonalds, Burger King, Wendy's Churches, Bojangles,  
442 or other similar low end fast food restaurants shall not be allowed. The form of such document  
443 shall be reasonably agreed upon by Seller and Purchaser during the Inspection Period. If  
444 Purchaser does not begin construction of a senior living facility within one year of the Closing,  
445 all restrictions on the adjacent property shall become null and void.



446           **19.    SELLER'S ADJACENT PROPERTY; TEMPORARY LEASE AND USE**  
447 **RESTRICTION.** The Property is adjacent to certain other property owned by Seller and  
448 described on Exhibit E attached hereto and made a part hereof (the "Adjacent Property"). Seller  
449 and Purchaser agree as follows with regard to the Adjacent Property: Seller agrees that it shall  
450 record at or prior to the Closing in the property records in the county and state in which the  
451 Adjacent Property is located, a document which provides that the Adjacent Property shall be  
452 prohibited from being used as a senior living facility, a funeral home, or a fast food restaurant.  
453 Higher end fast food restaurants such as Chick-fil-a shall be allowed. The form of such document  
454 shall be reasonably agreed upon by Seller and Purchaser during the Inspection Period. If  
455 Purchaser does not begin construction of a senior living facility within one year of the Closing,  
456 all restrictions on the adjacent property shall become null and void.

457

458

459           **20.    CONCEPTUAL SITE PLAN.** Within 60 days following the Effective Date, Purchaser  
460 shall prepare and submit to Seller a conceptual site plan for Purchaser's proposed development of  
461 the Property as a senior living facility, with copies meeting the requirements of paragraph 15  
462 herein, depicting the location of any buildings and the joint entry road/driveway that will serve  
463 the Property and the Adjacent Property (the "Joint Driveway"). Seller shall have 10 days  
464 following receipt of such site plan to review the site plan and provide to Purchaser in writing any  
465 comments or concerns related thereto (the "Site Plan Review Period"). In the event Seller does  
466 not provide any written comments to Purchaser during the Site Plan Review Period, the site plan  
467 provided to Seller by Purchaser shall be deemed approved by Seller. If Purchaser and Seller are  
468 not able to agree on a mutually acceptable site plan within 30 days of the Site Plan Review  
469 Period as provided in this paragraph, either party shall have the unilateral right to cancel this  
470 Agreement.

471

472           **21.    JOINT INFRASTRUCTURE WORK; DEVELOPMENT AGREEMENT.** The  
473 parties acknowledge that the development of the Property and the Adjacent Property will require  
474 certain infrastructure work that will serve both properties, including construction of the Joint  
475 Driveway, certain water, sewer and other utility lines and, if necessary, a storm water detention  
476 pond (the "Infrastructure Work"). The Infrastructure Work and easements associated therewith  
477 shall be described with specificity and performed in accordance with the terms and conditions of  
478 an easement and development agreement (the "Development Agreement"), the form of which  
479 will be finalized by the parties prior to the end of the Inspection Period (each party hereby  
480 agreeing to use good faith efforts to reasonably cooperate with the other in finalizing the form of  
481 the Development Agreement during such time period). The parties anticipate that the  
482 Development Agreement will require Purchaser to be responsible for coordinating the design,  
483 permitting and construction of the Infrastructure Work, utilizing the escrowed monies described  
484 later in this Section 21 to cover the costs associated with such design, permitting and  
485 construction work. Notwithstanding the foregoing, if Seller elects to commence development of  
486 the Adjacent Property prior to the commencement of development work by Purchaser at the  
487 Property, the Development Agreement will allow Seller or its assignee to complete any design,  
488 permitting and construction work related to the Infrastructure Work, and Seller will be permitted  
489 to draw on the escrowed monies with regard thereto. The Development Agreement will further





490 describe all monetary obligations of Seller and Purchaser with regard to the Infrastructure Work,  
491 including, without limitation, maintenance obligations, insurance obligations and payment of real  
492 estate taxes. Seller and Purchaser agree to use good faith efforts to cause the proposed budget  
493 for the design, permitting and construction of the Infrastructure Work to be approved prior to the  
494 end of the Inspection Period, and at Closing, each of Purchaser and Seller shall escrow with the  
495 Title Company the depositing party's pro rata share (50% each) of the funds necessary to  
496 complete the Infrastructure Work, subject to the terms and conditions of an escrow agreement to  
497 be mutually approved and executed by the parties. Purchaser hereby acknowledges that Seller  
498 has disclosed to Purchaser that there are ongoing discussions with both Beaufort County and the  
499 Town of Bluffton (the "Public Bodies") with regard to the approval of a frontage road that would  
500 begin at Buckwalter Parkway (including the Joint Driveway) and run through a portion of  
501 property owned by Seller along Highway 278 (the "Northern Tract") which is not a part of the  
502 Property or the Adjacent Property. Seller hereby agrees that there will be no restrictions on the  
503 Northern Tract and that Purchaser will cooperate and support Seller and the Public Bodies (at no  
504 cost to Purchaser) in pursuing the approval of said frontage road, including the potential  
505 amendment of the Buckwalter PUD to allow development on the Northern Tract.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]





511 **IN WITNESS WHEREOF**, Purchaser and Seller have caused this Agreement to be  
512 executed as of the day and year first above written.

513  
514  
515 Witnesses:

516 \_\_\_\_\_  
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518 \_\_\_\_\_  
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520 \_\_\_\_\_  
521 [Print Name]

522 \_\_\_\_\_  
523  
524 \_\_\_\_\_  
525  
526 [Print Name]

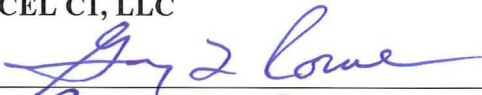
527  
528 Witnesses:

529 \_\_\_\_\_  
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531 \_\_\_\_\_  
532  
533 [Print Name]

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536 \_\_\_\_\_  
537  
538 \_\_\_\_\_  
539 [Print Name]


**SELLER:**

**PARCEL C1, LLC**

By:   
Name: GARY L. ROWE  
Title: Manager

**PURCHASER:**

**TXG, LLC**

By:   
Name: Ted W. Rollins  
Title: Principal

By:   
Name: Hal Grayson  
Title: Partner

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**JOINDER**

First American Title Insurance Company hereby acknowledges the receipt of the Earnest Money described in the Agreement to which this Joinder is attached and agrees to hold said Earnest Money in accordance with the terms hereof, and in accordance with the terms of its Conditions of Escrow, a copy of which is attached hereto as Exhibit D.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

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

Name: \_\_\_\_\_

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

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



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Exhibit A

[Depiction of Property]



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Exhibit B

[Items to be provided by Seller]

- (a) Copy of the most recent real estate tax bills for the Property;
- (b) GHD Report of Cursory Shallow Subsurface Investigation.
- (c) All existing surveys and topographical renderings of the Property;
- (d) All environmental studies of the Property and any environmental permits or approvals with respect to the Property;
- (e) Copies of any notices to Seller from any federal, state, municipal or other governmental authority notifying Seller of any obligations that have not been satisfied and will not be satisfied prior to Closing;
- (f) Any site development documentation and plans related to the Property; and
- (g) Copy of Seller's vesting deed and existing title policy for the Property.



Exhibit C

[Seller's Deliverables at Closing]

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- (a) A fully executed Deed;
- (b) Fully executed versions of an owner's affidavit, lien waiver, or any other agreements, affidavits, or indemnities necessary for the purpose of removing the "standard" exceptions from Purchaser's owner's title insurance policy for the Property;
- (c) "Payoff Letters" with respect to all real estate liens or other instruments or agreements to be canceled pursuant to the terms of this Agreement;
- (d) Fully executed versions of any state and federal affidavits of residency reasonably required by Purchaser;
- (e) A fully executed certificate of non-foreign status to insure Seller's compliance with Foreign Investment in Real Property Tax Act ("FIRPTA") (Section 1445 of the Internal Revenue Code of 1986, as amended);
- (f) A closing statement executed by Seller;
- (g) Fully executed versions of any other documents as are reasonably required by the Title Company and Purchaser to evidence Seller's existence and authority to convey the Property to Purchaser, and as may be required to close;
- (h) Possession of the Property; and
- (i) Any other documents specifically contemplated in this Agreement.



635 Exhibit D

636 FIRST AMERICAN TITLE INSURANCE COMPANY  
637 CONDITIONS OF ESCROW  
638  
639

640 Except as specifically modified by the written escrow instruction(s) received and accepted by the  
641 Escrow Agent, the following Conditions of Escrow shall apply to this escrow or settlement.  
642

643 1. ESCROW AGENT: First American Title Insurance Company is herein referred to as the Escrow  
644 Agent.  
645

646 2. DEPOSIT OF FUNDS: All checks, money orders or drafts will be processed for collection in the  
647 normal course of business. Escrow Agent may commingle funds received by it in escrow with escrow  
648 funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with  
649 any reputable trust company, bank, savings bank, savings association, or other financial services entity,  
650 including any affiliate of Escrow Agent. It is understood that Escrow Agent shall be under no obligation,  
651 except to the extent noted on Instruction For Investment of Escrow Funds form, to invest the funds  
652 deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental  
653 benefit attributable to the funds which may be received by Escrow Agent while it holds such funds.  
654 Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes governing  
655 unclaimed property.  
656

657 3. LIMITATIONS OF LIABILITY: Escrow Agent shall not be liable for any loss or damage  
658 resulting from the following item(s):  
659

660 (a) The effect of the transaction underlying this escrow including, without limitation, any  
661 defect in the title to the real estate, any failure or delay in the surrender of possession of the property, the  
662 rights or obligations of any party in possession of the property, the financial status or insolvency of any  
663 other party, and/or any misrepresentations of fact made by any other party;  
664

665 (b) The legal sufficiency of the document(s) purporting to transfer or otherwise encumber  
666 title to the real estate; provided, however, that this limitation of liability shall not affect the liability of  
667 First American Title Insurance Company under any title insurance policy which it has issued or may  
668 issue.  
669

670 (c) The default, error, act or failure to act by any other party to the escrow;  
671

672 (d) Any loss, loss of value or impairment of funds which have been deposited in escrow  
673 while those funds are in the course of collection or while those funds are on deposit in a depository  
674 institution if such loss, loss of value or impairment results from the failure, insolvency or suspension of a  
675 depository institution;  
676

677 (e) Any defects or conditions of title to any property that is the subject of this escrow  
678 provided, however, that this limitation of liability shall not affect the liability of First American Title  
679 Insurance Company under any title insurance policy which it has issued or may issue.  
680

681 NOTE: No title insurance liability is created by this agreement;  
682

683 (f) The expiration of any time limit or other consequences of delay, absent receipt of a  
684 properly executed escrow instruction, accepted by Escrow Agent, instructing the Escrow Agent to comply  
685 with said time limit; and



686 (g) Escrow Agent's compliance with any legal process including, but not limited to,  
687 subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction  
688 and whether or not subsequently vacated, modified, set aside or reversed.  
689

690 (NOTE: This paragraph shall not be construed to limit Escrow Agent's liability for its own gross  
691 negligence or willful misconduct.)  
692

693 4. DEFAULT AND/OR DISPUTES: In the event any party to the transaction underlying this  
694 escrow shall tender any performance after the time when such performance was due, Escrow Agent may  
695 proceed under this escrow, unless one of the parties to this escrow shall give to the Escrow Agent a  
696 written direction to stop the further performance of the Escrow Agent's functions hereunder. In the event  
697 of written notice of default or dispute is given to the Escrow Agent by any party, Escrow Agent will  
698 promptly notify all other parties of such notice. Thereafter, Escrow Agent will decline to disburse funds  
699 or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of  
700 a mutual written agreement of the parties or upon an appropriate order of court.  
701

702 5. ACCOUNTING: Escrow Agent shall account to the parties for all funds received and disbursed  
703 hereunder at the time of final settlement and closing of this escrow. Escrow Agent shall not be liable for  
704 the accuracy of information furnished to it by other persons in the normal course of business, or the  
705 failure to adjust items not designated in writing. Adjustment items shall be prorated on the basis of a  
706 calendar year and a thirty day month. Escrow Agent shall account for adjustments, credits and charges of  
707 expense items according to the custom and usage of the community. Absent specific written instructions  
708 to the contrary, signed approval of settlement statements or other accounting of funds shall constitute the  
709 authority to Escrow Agent to disburse funds as shown thereon, and deliver instruments held in escrow as  
710 set forth in the escrow instruments. Upon completion of the disbursement of funds and delivery of  
711 instruments, Escrow Agent shall be released and discharged of its escrow obligations hereunder.  
712

713 6. FEES, CHARGES AND/OR OTHER EXPENSES: Escrow Agent shall charge for its service  
714 hereunder in accordance with its current schedule of fees (which includes annual maintenance fees) unless  
715 otherwise provided. Unless otherwise directed, such fees shall be charged to the buyer and seller equally.  
716 All fees, charges and expenses are due and payable at settlement and such amounts may be deducted by  
717 Escrow Agent from any funds held in escrow due to the party from whom such amounts are due and  
718 owing.

719 Additional amounts which may become due for any reason shall be promptly paid to Escrow  
720 Agent by the party owing such amounts. Escrow Agent shall not be required to advance its own funds for  
721 any purpose provided that any such advance, made at its option, shall be promptly reimbursed by the  
722 party for whom it is advanced, and such optional advance shall not be an admission of liability on the part  
723 of Escrow Agent.  
724

725 7. APPLICABILITY: These conditions of escrow shall apply to and be for the benefit of agents, if  
726 any, of the Escrow Agent so employed by it for services in connection with this escrow.  
727

728 8. ATTORNEYS' FEES: In the event that litigation is initiated relating to this escrow, the parties  
729 hereto agree that Escrow Agent shall be held harmless from any and all attorneys' fees, court costs and  
730 expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow  
731 Agent's gross negligence or willful misconduct. The parties hereto agree to indemnify Escrow Agent for  
732 all such attorneys' fees, court costs and expenses. To the extent that Escrow Agent holds a fund under the  
733 terms of this escrow, the parties agree that the Escrow Agent may charge that fund with any such  
734 attorneys' fees, court costs, and expenses as they are incurred by Escrow Agent.  
735



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**Exhibit E**

[Depiction of Seller's Adjacent Property]

## SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

**THIS SECOND AMENDMENT** is made effective as of February 8, 2017, by and between PARCEL C1, LLC, a South Carolina limited liability company (“Seller”) and TXG, LLC, its subsidiary or assignee (“Purchaser”).

### RECITALS

A. Purchaser and Seller entered into a Purchase and Sale Agreement dated August 3, 2016, as amended and modified by that certain First Amendment to Purchase and Sale Agreement dated November 29, 2016 (collectively the “Contract”), pursuant to which Seller agreed to sell, and Purchaser agreed to buy a certain parcel of land containing approximately 4.5 acres, more or less located in the northernmost portion of parcel C1 which fronts on Buckwalter Parkway, north of the Buckwalter Parkway curb cut in Bluffton, Beaufort County, South Carolina, and being more particularly described or depicted on Exhibit A to the Contract (the “Property”).

B. Purchaser and Seller have agreed to amend the Contract to increase the acreage being purchased to 5.51 acres, to increase the purchase price to \$1,655,277.78, to substitute Exhibit A-1 attached hereto for Exhibit A to the Contract and to modify the restrictive covenant set forth in Section 18 on page 10 of the Contract.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree that the Contract is hereby modified and amended as follows:

1. Purchaser and Seller agree to amend and modify Recital A found on page 1 of the Contract to reflect that Purchaser desires to purchase an un-subdivided parcel of approximately 5.51 acres, located in the northernmost portion of parcel C-1 which fronts on Buckwalter Parkway, north of the Buckwalter Parkway curb cut, in Bluffton, Beaufort County, South Carolina, which is more particularly described or depicted on Exhibit A-1 attached to this Second Amendment (the "Property"). For purposes of the foregoing, (i) all references to the term “Property” in the Contract shall now mean and refer to the 5.51 acres, more or less, shown on Exhibit A-1 attached to this Second Amendment, and (ii) Exhibit A-1 to this Second Amendment is substituted for and in lieu of Exhibit A to the Contract.

2. Paragraph 2 of the Contract is amended to increase the purchase price for the Property to \$1,655,277.78 (the “Purchase Price”). For purposes of the foregoing, all references in the Contract to the “Purchase Price” shall now mean \$1,655,277.78.

3. Paragraph 8 of the Contract is amended by deleting the second and third sentences of Paragraph 8 and substituting the following new sentences as if set forth therein verbatim:

Purchaser shall have the right to extend the date of Closing of this Agreement up to four (4) periods of thirty (30) day each by giving written notice thereof to Seller and paying \$5,000.00 (each referred to herein as “Extension Money”) to Seller for each such extension period. Each payment of the Extension Money shall be



nonrefundable to Purchaser, shall be delivered to Seller along with the written notice on or before the date of Closing, as it may have been extended hereunder, the first Extension Money shall be applicable to the Purchase Price payable by Purchaser at Closing and the remaining three extensions shall not be applicable to the Purchase Price payable by Purchaser at Closing.

4. Paragraph 18.b. found on page 10 of the Contract is deleted in its entirety and the following new paragraph is substituted therefore properly labeled as paragraph 18.1. of the Contract:

“18.1. Restrictive Covenant. Seller agrees that it shall record at or prior to the Closing in the property records in the county and state in which the Adjacent Property is located, a document which provides that the Adjacent Property shall be prohibited from being used as a senior living facility and/or a funeral home. The form of such document shall be reasonably agreed upon by Seller and Purchaser during the Inspection Period. If Purchaser does not begin construction of a senior living facility within one year of the Closing, all restrictions on the adjacent property shall become null and void.”

5. Paragraph 19. found on page 11 of the Contract delete the following: “or a fast food restaurant. Higher end restaurants such as Chick-fil-a shall be allowed”

6. Except as specifically amended and modified by this Second Amendment, the Contract shall continue in full force and effect in accordance with its terms, and is hereby ratified by Purchaser and Seller.

7. Capitalized terms as used in this Second Amendment shall have the same meaning given them in the Contract unless modified or otherwise denoted in this Second Amendment.

8. This Second Amendment may be executed in a number of identical counterparts, via e-mail or facsimile transmission, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement.


[Signatures are on the following page]



IN WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment as of the day and year set forth above.

SELLER:

PARCEL C1, LLC

By: 

Its: manager

PURCHASER:

TXG, LLC

By: 

Its: VP of Development

**THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

**THIS THIRD AMENDMENT** is made effective as of July 28, 2017, by and between PARCEL C1, LLC, a South Carolina limited liability company (“Seller”) and TXG, LLC, its subsidiary or assignee (“Purchaser”).

**RECITALS**

A. Purchaser and Seller entered into a Purchase and Sale Agreement dated August 3, 2016, as amended and modified by that certain First Amendment to Purchase and Sale Agreement dated November 29, 2016, and that Second Amendment to Purchase and Sale Agreement dated February 8, 2017 (collectively the “Contract”), pursuant to which Seller agreed to sell, and Purchaser agreed to buy a certain parcel of land containing approximately 5.51 acres, more or less located in the northernmost portion of parcel C1 which fronts on Buckwalter Parkway, north of the Buckwalter Parkway curb cut in Bluffton, Beaufort County, South Carolina, and being more particularly described or depicted on Exhibit A to the Contract (the “Property”).

B. Purchaser and Seller have agreed to amend the Contract allowing Purchaser to extend the Closing date of the Contract.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree that the Contract is hereby modified and amended as follows:

1. Paragraph 8 of the Contract is amended by adding the following new sentences as if set forth therein verbatim:

The previous extensions of the Closing having been duly and lawfully exercised by Purchaser, Purchaser is hereby granted the right to extend the date of Closing of this Agreement for an additional three (3) periods of thirty (30) day each by giving written notice thereof to Seller and paying \$30,000.00 as provided hereinbelow.

The first such extension must be exercised by Purchaser by delivering written notice to Seller on or before August 28, 2017, with \$30,000.00 paid to Seller. One-half (or \$15,000.00) of the amount paid to Seller shall be nonrefundable to Purchaser, except in the event of a default by Seller under this Agreement, and shall not be applicable to the Purchase Price and one-half (or \$15,000.00) of the amount paid to Seller shall be nonrefundable to Purchaser, except in the event of a default by Seller under this Agreement, but shall be applicable to the Purchase Price payable by Purchaser at Closing.

The second such extension must be exercised by Purchaser by delivering written notice to Seller on or before September 27, 2017, with \$30,000.00 paid to Seller. One-half (or \$15,000.00) of the amount paid to Seller shall be nonrefundable to Purchaser, except in the event of a default by Seller under this Agreement, and shall not be applicable to the Purchase Price and one-half (or \$15,000.00) of the amount

paid to Seller shall be nonrefundable to Purchaser, except in the event of a default by Seller under this Agreement, but shall be applicable to the Purchase Price payable by Purchaser at Closing.

The third such extension must be exercised by Purchaser by delivering written notice to Seller on or before October 27, 2017, with \$30,000.00 paid to Seller. The \$30,000.00 paid to Seller shall be nonrefundable to Purchaser, except in the event of a default by Seller under this Agreement, and shall not be applicable to the Purchase Price.

2. Except as specifically amended and modified by this Third Amendment, the Contract shall continue in full force and effect in accordance with its terms, and is hereby ratified by Purchaser and Seller.

3. Capitalized terms as used in this Third Amendment shall have the same meaning given them in the Contract unless modified or otherwise denoted in this Third Amendment.

4. This Third Amendment may be executed in a number of identical counterparts, via e-mail or facsimile transmission, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement.

5. The attached "Special Exhibit to the 3<sup>rd</sup> Amendment" outlines the critical dates, earnest money and extension money deposits.

[Signatures are on the following page]

**IN WITNESS WHEREOF**, Purchaser and Seller have executed this Third Amendment as of the day and year set forth above.

SELLER:


PARCEL C1, LLC

By: 

Its: Manager

PURCHASER:

TXG, LLC

By: 

Its: Principal

**Special Exhibit to 3rd Amendment**  
**TXG LLC Closing Date-Deposits 7-25-17**

<u>Event</u>	<u>Date</u>	<u>Days</u>	<u>Total Deposit Paid/to be Paid by Purchaser</u>	<u>First American Title Insurance Company</u>	<u>Nonrefundable Portion Paid to Seller</u>	<u>Date Paid/Due</u>	<u>Applied to Purchase Price if Closed</u>	
<b>Original Purchase Agreement</b>								
Effective Date	8/3/2016		\$ 10,000.00	\$ 10,000.00			\$ 10,000.00	paid
End of original Due Diligence	12/1/2016	120	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	11/29/2016	\$ -	paid
	12/31/2016	30	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	1/9/2017	\$ -	paid
	1/30/2017	30	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	2/2/2017	\$ -	paid
	3/1/2017	30	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	3/3/2017	\$ -	paid
End of Extended Due Diligence	3/31/2017	30						
Closing Date after Four Extensions	4/30/2017	30	\$ 5,000.00					
<b>Second Amendment</b>								
	2/8/2017				\$ 5,000.00	5/5/2017	\$ 5,000.00	paid
Closing Date after 1st 30 day extension	5/30/2017	30	\$ 5,000.00		\$ 5,000.00	6/2/2017	\$ -	paid
Closing Date after 2nd 30 day extension	6/29/2017	30	\$ 5,000.00		\$ 5,000.00	7/3/2017	\$ -	paid
Closing Date after 3rd 30 day extension	7/29/2017	30	\$ 5,000.00		\$ 5,000.00	7/29/2017	\$ -	to be paid
Closing Date after 4th 30 day extension	8/28/2017	30						
<b>Third Amendment (to be signed)</b>								
	7/28/2017		\$ 30,000.00		\$ 30,000.00	8/28/2017	\$ 15,000.00	to be paid
Closing Date after 1st 30 day extension	9/27/2017	30	\$ 30,000.00		\$ 30,000.00	9/27/2017	\$ 15,000.00	to be paid
Closing Date after 2nd 30 day extension	10/27/2017	30	\$ 30,000.00		\$ 30,000.00	10/27/2017	\$ -	to be paid
Closing Date after 3rd 30 day extension	11/27/2017	31						
	Totals		\$ 140,000.00	\$ 20,000.00	\$ 120,000.00		\$ 45,000.00	



**FIFTH AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

**THIS FIFTH AMENDMENT** is made effective as of February 20, 2018, by and between PARCEL Cl, LLC, a South Carolina limited liability company ("Seller") and TXG, LLC, its subsidiary or assignee ("Purchaser").

RECITALS

A. Purchaser and Seller entered into a Purchase and Sale Agreement dated August 3, 2016, as amended and modified by that certain First Amendment to Purchase and Sale Agreement dated November 29, 2016, that certain Second Amendment to Purchase and Sale Agreement dated February 8, 2017, and that certain Third Amendment to Purchase and Sale Agreement dated July 28, 2017, and that certain Fourth Amendment to Purchase and Sale Agreement dated November 20, 2017 (collectively the "Contract"), pursuant to which Seller agreed to sell, and Purchaser agreed to buy a certain parcel of land containing approximately 5.51 acres, more or less located in the northernmost portion of parcel Cl which fronts on Buckwalter Parkway, north of the Buckwalter Parkway curb cut in Bluffton, Beaufort County, South Carolina, and being more particularly described or depicted on Exhibit A to the Contract (the "Property").

B. Purchaser and Seller have agreed to amend the Contract allowing Purchaser to extend the Closing date of the Contract.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree that the Contract is hereby modified and amended as follows:

1. Paragraph 2, Purchase Price shall be amended so as to reflect the Purchase Price shall be \$2,124,877.00 (with credit given to Purchaser towards the Purchase Price at Closing for those amounts previously paid by Purchaser, plus any additional extension payments made post this Fifth Amendment pursuant to the new provisions being added to Paragraph 8 of the Contract hereinbelow.

2. Paragraph 8 of the Contract is amended by adding the following new sentences as if set forth therein verbatim:

The previous extensions of the Closing having been duly and lawfully exercised by Purchaser, Purchaser is hereby granted the right to extend the date of Closing of this Agreement for an additional two (2) periods of thirty (30) days each by giving written notice thereof to Seller and paying \$30,000.00 as provided hereinbelow.

The first such extension must be exercised by Purchaser by delivering written notice to Seller on or before February 25, 2018, with \$30,000.00 paid to Seller, which shall be nonrefundable to Purchaser, except in the event of a default by Seller under this Agreement.

The second such extension must be exercised by Purchaser by delivering written notice to Seller on or before March 27, 2018, with \$30,000.00 paid to Seller, which shall be nonrefundable to Purchaser, except in the event of a default by Seller under this Agreement. To the extent that Purchaser has paid this second extension amount, it shall receive a credit toward the Purchase Price of \$1,000.00 per day for every day Closing occurs prior to April 27, 2018.

3. ADDITIONAL AGREEMENTS AND AMENDMENTS TO SECTION 21 OF THE CONTRACT:

- a. Purchaser and Seller agree that the period for the completion of the joint Development Agreement is extended such that the parties will agree upon the terms of the Development Agreement on or before March 14, 2018. Should Seller and Purchaser not reach an agreement on the Development Agreement after negotiating in good faith, the Contract shall terminate. Neither party shall be in default thereof, and neither party shall have any further obligation thereunder. In the event of termination, Seller shall retain all monies received to date with the monies held in escrow to be returned to Purchaser.

4. Except as specifically amended and modified by this Fifth Amendment, the Contract shall continue in full force and effect in accordance with its terms, and is hereby ratified by Purchaser and Seller.

5. Capitalized terms as used in this Fifth Amendment shall have the same meaning given them in the Contract unless modified or otherwise denoted in this Fifth Amendment.

6. This Fifth Amendment may be executed in a number of identical counterparts, via e-mail or facsimile transmission, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement.

7. Purchaser and Seller agree that the Contract may be assigned from TXG, LLC to Vineyard Bluffton, LLC, (managed by Baltisse Valeo Invest II, LLLP, managed by Valeo Senior Holdings, LLC.)

[Signatures are on the following page]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Fifth Amendment as of the day and year set forth above.

SELLER:

PARCEL CI, LLC

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

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

PURCHASER:

TXG, LLC

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

Ted W. Rollins, Manager

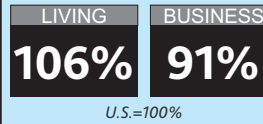
## ECONOMIC DRIVERS



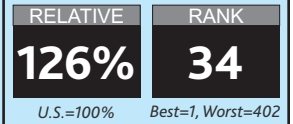
## EMPLOYMENT GROWTH RANK



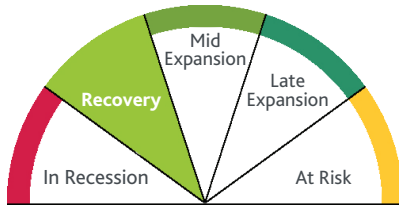
## RELATIVE COSTS



## VITALITY



## BUSINESS CYCLE STATUS



## ANALYSIS

**Recent Performance.** Hilton Head Island-Bluffton-Beaufort is advancing at a healthy clip as an influx of retirees and visitors supports above-average gains in private services. Tourism is at the vanguard of the recovery, fueling big gains in leisure/hospitality and retail. The labor market is tight, but because low-paying jobs dominate the rise in employment, average hourly earnings are 10% below the South Carolina average and have barely budged since the start of the decade.

The jobless rate is the lowest since 2001 as a result of strong job creation, wage income is rising at an above-average pace, and housing is performing well. Housing starts have returned to their long-run average, and house price appreciation is on par with that of the state and nation.

**Tourism.** Drawn by warm weather, beaches, and famous golf courses, an influx of visitors will kick leisure/hospitality into a higher gear through the medium term. Tourism is South Carolina's largest industry, and HIT is among the top vacation destinations in the state. Strengthening regional and U.S. economies will enable more families to vacation in the metro area, which attracts more than 2 million visitors annually. Leisure/hospitality accounts for more than one-fifth of all workers, making HIT among the most tourist-dependent metro areas in the nation. The share of jobs in leisure/hospitality is the second highest in the state, trailing only that in Myrtle Beach-Conway-North Myrtle Beach. HIT will become more dependent on leisure/hospitality as the expansion matures, accounting for about 30% of net new jobs in the metro area through 2022. However, most positions in leisure/hospitality are low-paying and will do little to help the unfavorable job mix—almost 60% of jobs in the area are low-paying, the second highest share in the state.

**Healthcare.** A rapidly expanding senior population will fuel above-average gains in healthcare well into the next decade. Those 65 or older are

the biggest consumers of medical services, and an aging population will support longer-term industry growth. HIT's population increased close to 2% in 2016, and growth is projected to exceed that threshold in 2017, led by gains in the 65-or-older cohort. Retirees have been a primary source of in-migration for decades, and residents 65 or older account for one-quarter of the population, the highest share in the state. Rising household mobility and HIT's coastal amenities will attract more baby boomers, and by the end of the next decade the share of residents who are seniors will reach one-third. After consumer services, healthcare will generate the most net new jobs in HIT over the next five years.

**Housing.** Strong fundamentals will help extend gains in HIT's housing market, which was among the hardest-hit by the recession when demand for second and vacation homes plunged. Though still above their prerecession norm, foreclosures are down more than 75% from their high, resulting in fewer distress homes for sale. Single-family residential permits recently surpassed their long-run average, and demand for housing will be stoked by above-average rates of household formation and job growth. The pickup in demand coupled with tighter supply will drive house prices and housing starts higher in the near term.

**Hilton Head Island-Bluffton-Beaufort's economy will strengthen in coming quarters thanks to strong population trends and a rock-solid consumer sector. An increase in visitors will power above-average gains in tourism-dependent industries. Strong migration patterns, and a steady influx of seniors in particular, will drive robust expansion in healthcare and support housing. Longer term, HIT will outshine the state and nation because of strong demographics.**

Kathryn Asher  
December 2017

1-866-275-3266  
help@economy.com

## STRENGTHS & WEAKNESSES

### STRENGTHS

- » Popular tourist destination.
- » Strong and improving migration trends.
- » Low cost of doing business.
- » Very high economic vitality.

### WEAKNESSES

- » Few growth drivers outside of tourism.
- » Low-income services dominate job market.
- » Aging workforce and a large retiree cohort.
- » Very high employment volatility.

## FORECAST RISKS

SHORT TERM LONG TERM

RISK EXPOSURE 2017-2022 **47** 1st quintile Highest=1 Lowest=402

### UPSIDE

- » Tourism makes a larger contribution to growth.
- » New investment helps HIT diversify away from leisure/hospitality and retail.
- » Even bigger job gains in healthcare.

### DOWNSIDE

- » Income growth disappoints, taking a bite out of consumer spending.
- » Housing takes longer to rebound because of lingering excess supply.

## MOODY'S RATING

**Aa1**

COUNTY  
AS OF JUN 12, 2017

2011	2012	2013	2014	2015	2016	INDICATORS	2017	2018	2019	2020	2021	2022
6.8	6.6	6.8	7.1	7.0	7.1	Gross metro product (C09\$ bil)	7.3	7.7	8.1	8.4	8.8	9.2
-1.8	-2.7	3.6	3.4	-0.4	0.8	% change	2.3	5.5	5.9	3.3	4.9	5.0
65.7	66.9	69.4	72.1	74.7	76.4	Total employment (ths)	77.5	79.4	81.4	82.5	83.9	85.8
-0.1	1.8	3.7	3.9	3.5	2.3	% change	1.5	2.4	2.5	1.4	1.7	2.2
8.7	7.6	6.3	5.6	5.4	4.6	Unemployment rate (%)	3.8	3.6	3.9	4.7	5.3	5.3
6.8	5.6	3.0	8.2	6.3	3.0	Personal income growth (%)	4.9	6.2	6.2	5.7	5.9	5.7
51.6	51.6	52.1	53.6	57.5	63.8	Median household income (\$ ths)	66.7	68.9	70.9	72.8	74.8	76.9
189.4	193.4	197.6	202.2	207.7	211.6	Population (ths)	217.0	222.4	227.7	233.1	238.5	244.4
0.8	2.1	2.2	2.3	2.7	1.9	% change	2.5	2.5	2.4	2.3	2.3	2.5
0.4	3.1	3.6	3.4	5.0	2.9	Net migration (ths)	4.8	4.8	4.8	4.8	5.0	5.4
418	512	1,156	1,426	1,688	1,675	Single-family permits (#)	1,903	2,319	2,806	2,970	3,143	3,253
219	87	46	0	414	109	Multifamily permits (#)	799	803	539	362	329	346
192.6	187.6	186.2	190.8	203.6	214.3	FHFA house price (1995Q1=100)	229.2	233.7	237.5	241.4	247.4	255.0



**ECONOMIC HEALTH CHECK**

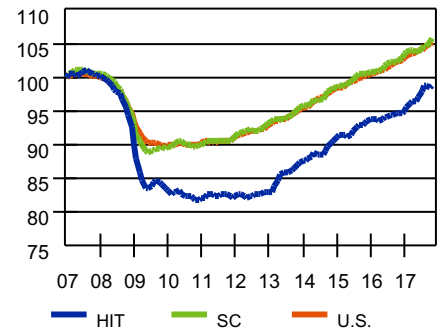
3-MO MA

	Jun 17	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17
Employment, change, ths	0.1	0.2	0.2	0.2	0.1	-0.0
Unemployment rate, %	3.8	3.7	3.7	3.7	3.8	3.8
Labor force participation rate, %	51.3	51.2	51.1	50.9	50.7	50.6
Employment-to-population ratio, %	49.3	49.3	49.2	49.0	48.8	48.7
Average weekly hours, #	34.1	33.9	34.0	33.7	34.1	34.3
Industrial production, 2012=100	107.0	106.9	106.7	106.6	106.8	107.2
Residential permits, single-family, #	1,798	1,965	2,210	2,045	2,274	2,076
Residential permits, multifamily, #	379	635	640	924	989	1,196

Sources: BLS, Census Bureau, Moody's Analytics

**BUSINESS CYCLE INDEX**

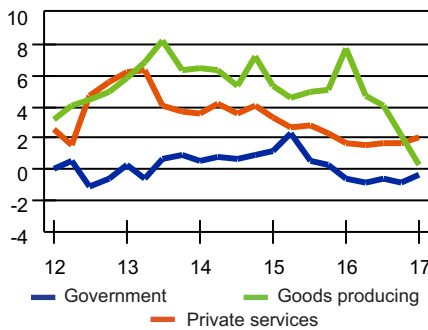
JAN 2007=100



Source: Moody's Analytics

**CURRENT EMPLOYMENT TRENDS**

% CHANGE YR AGO



Sources: BLS, Moody's Analytics

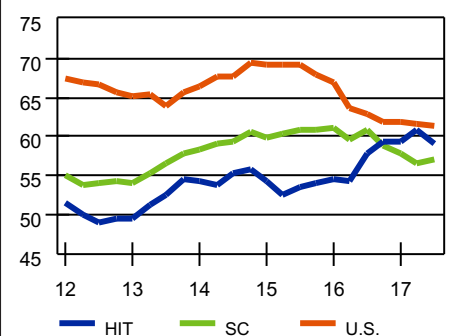
% CHANGE YR AGO, 3-MO MA

	Nov 16	May 17	Nov 17
Total	2.0	1.3	1.3
Mining	4.7	3.3	1.1
Construction	9.2	3.8	0.3
Manufacturing	-2.4	3.4	4.4
Trade	1.0	1.4	1.6
Trans/Utilities	2.0	1.4	1.6
Information	1.6	1.4	1.6
Financial Activities	1.6	1.4	1.6
Prof & Business Svcs.	2.1	1.4	1.6
Edu & Health Svcs.	2.7	1.4	1.6
Leisure & Hospitality	2.6	1.4	1.6
Other Services	1.4	1.4	1.6
Government	-0.6	-0.6	0.0

Sources: BLS, Moody's Analytics

**DIFFUSION INDEX**

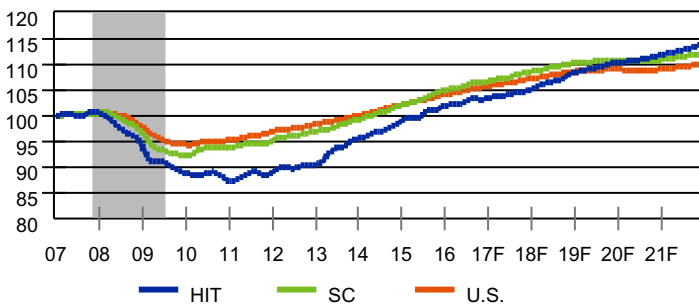
3-DIGIT NAICS LEVEL, 6-MO MA



Sources: BLS, Moody's Analytics

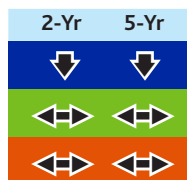
**RELATIVE EMPLOYMENT PERFORMANCE**

JAN 2007=100



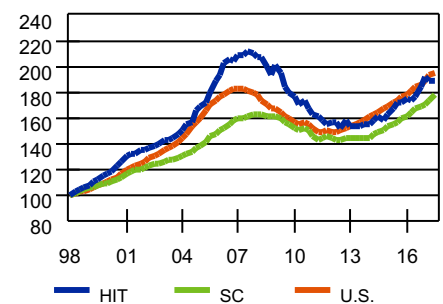
Sources: BLS, Moody's Analytics

FORECAST VS. 6 MO PRIOR



**HOUSE PRICE**

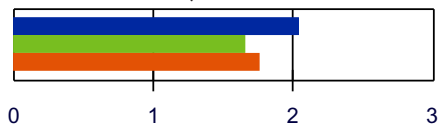
1998Q1=100, NSA



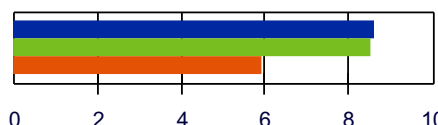
Sources: FHFA, Moody's Analytics

**VACANCY RATES**

HOMEOWNER, % HOUSES FOR SALE



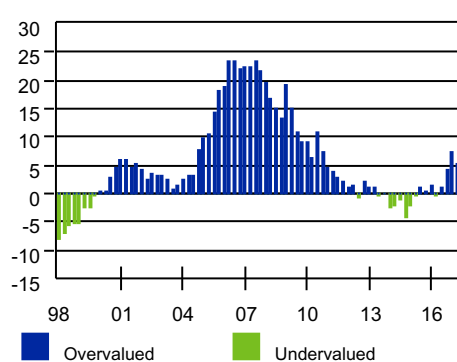
RENTAL, % INVENTORY FOR RENT



Sources: Census Bureau, ACS, Moody's Analytics, 2016

**HOUSE PRICE TRENDS**

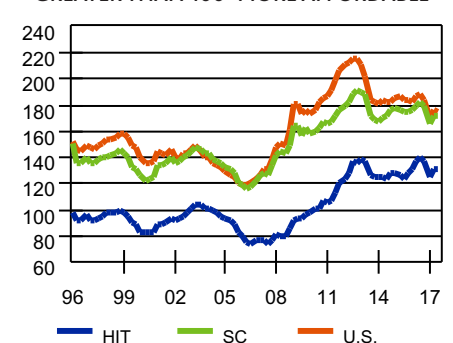
%



Sources: FHFA, Moody's Analytics

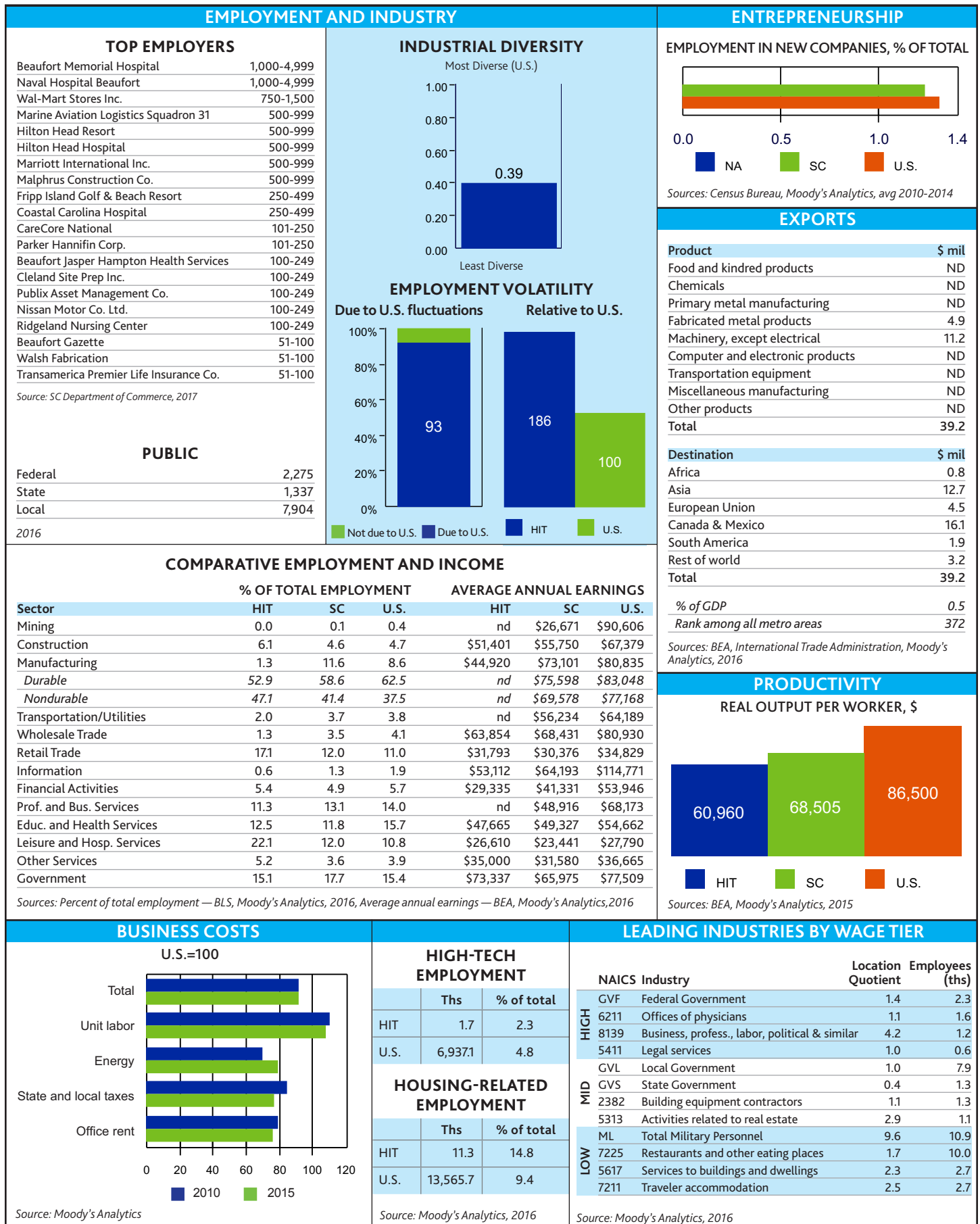
**HOUSING AFFORDABILITY**

GREATER THAN 100=MORE AFFORDABLE



Sources: NAR, Moody's Analytics





### COMPARATIVE EMPLOYMENT AND INCOME

Sector	% OF TOTAL EMPLOYMENT			AVERAGE ANNUAL EARNINGS		
	HIT	SC	U.S.	HIT	SC	U.S.
Mining	0.0	0.1	0.4	nd	\$26,671	\$90,606
Construction	6.1	4.6	4.7	\$51,401	\$55,750	\$67,379
Manufacturing	1.3	11.6	8.6	\$44,920	\$73,101	\$80,835
Durable	52.9	58.6	62.5	nd	\$75,598	\$83,048
Nondurable	47.1	41.4	37.5	nd	\$69,578	\$77,168
Transportation/Utilities	2.0	3.7	3.8	nd	\$56,234	\$64,189
Wholesale Trade	1.3	3.5	4.1	\$63,854	\$68,431	\$80,930
Retail Trade	17.1	12.0	11.0	\$31,793	\$30,376	\$34,829
Information	0.6	1.3	1.9	\$53,112	\$64,193	\$114,771
Financial Activities	5.4	4.9	5.7	\$29,335	\$41,331	\$53,946
Prof. and Bus. Services	11.3	13.1	14.0	nd	\$48,916	\$68,173
Educ. and Health Services	12.5	11.8	15.7	\$47,665	\$49,327	\$54,662
Leisure and Hosp. Services	22.1	12.0	10.8	\$26,610	\$23,441	\$27,790
Other Services	5.2	3.6	3.9	\$35,000	\$31,580	\$36,665
Government	15.1	17.7	15.4	\$73,337	\$65,975	\$77,509

Sources: Percent of total employment — BLS, Moody's Analytics, 2016, Average annual earnings — BEA, Moody's Analytics, 2016

### PRODUCTIVITY

#### REAL OUTPUT PER WORKER, \$

Sources: BEA, Moody's Analytics, 2015

### BUSINESS COSTS

U.S.=100

Source: Moody's Analytics

### HIGH-TECH EMPLOYMENT

	Ths	% of total
HIT	1.7	2.3
U.S.	6,937.1	4.8

### HOUSING-RELATED EMPLOYMENT

	Ths	% of total
HIT	11.3	14.8
U.S.	13,565.7	9.4

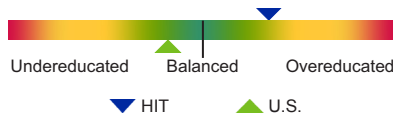
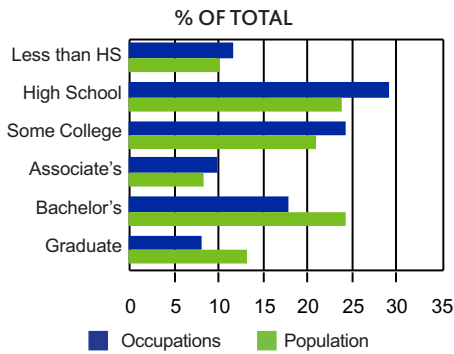
Source: Moody's Analytics, 2016

### LEADING INDUSTRIES BY WAGE TIER

NAICS Industry	Location Quotient	Employees (ths)
<b>HIGH</b>		
GVF Federal Government	1.4	2.3
6211 Offices of physicians	1.1	1.6
8139 Business, profess., labor, political & similar	4.2	1.2
5411 Legal services	1.0	0.6
<b>MID</b>		
GVL Local Government	1.0	7.9
GVS State Government	0.4	1.3
2382 Building equipment contractors	1.1	1.3
5313 Activities related to real estate	2.9	1.1
<b>LOW</b>		
ML Total Military Personnel	9.6	10.9
7225 Restaurants and other eating places	1.7	10.0
5617 Services to buildings and dwellings	2.3	2.7
7211 Traveler accommodation	2.5	2.7

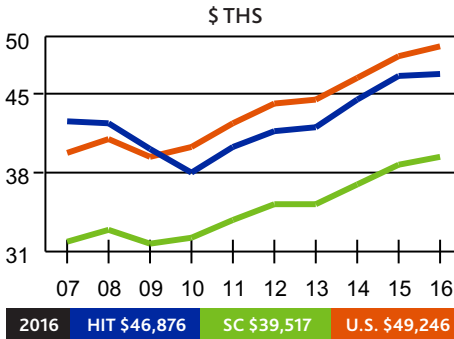
Source: Moody's Analytics, 2016

**SKILLS MISMATCH**



Sources: Census Bureau, ACS, Moody's Analytics, 2015

**PER CAPITA INCOME**



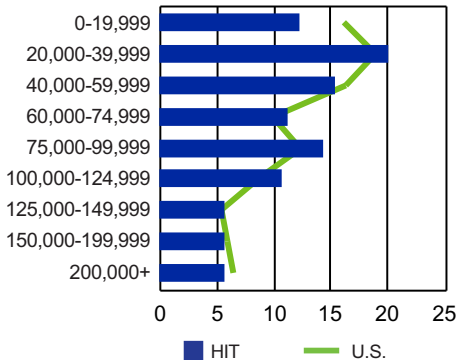
Sources: BEA, Moody's Analytics

**ECONOMIC DISENFRANCHISEMENT**

Index	2016	Rank*
Gini coefficient	0.47	115
Palma ratio	2.7	357
Poverty rate	10.3%	339

\*Most unequal=1; Most equal=401

**HOUSEHOLDS BY INCOME, %**



Sources: Census Bureau, ACS, Moody's Analytics, 2016

**MIGRATION FLOWS**

**INTO HILTON HEAD ISLAND SC**

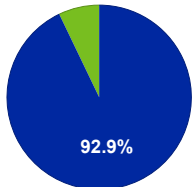
Location	Number of Migrants
Savannah GA	506
San Diego CA	360
Jacksonville NC	354
Charleston SC	322
Atlanta GA	284
Columbia SC	271
Charlotte NC	236
Washington DC	202
New York NY	192
Nassau County NY	136
<b>Total in-migration</b>	<b>13,615</b>

**FROM HILTON HEAD ISLAND SC**

Location	Number of Migrants
Savannah GA	623
Charleston SC	464
Jacksonville NC	373
San Diego CA	340
Columbia SC	263
Atlanta GA	255
Charlotte NC	180
Riverside CA	169
Greenville SC	161
Jacksonville FL	132
<b>Total out-migration</b>	<b>11,170</b>
<b>Net migration</b>	<b>2,445</b>

**COMMUTER FLOWS**

**RESIDENTS WHO WORK IN HIT**

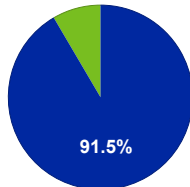


**Top Five Outside Sources of Jobs**

Location	Share
Hilton Head Island SC	92.9%
Savannah GA	3.1
Columbia SC	0.3
Charleston SC	0.3
Washington DC	0.2
Houston TX	0.1

Sources: Census Bureau, Moody's Analytics, avg 2009-2013

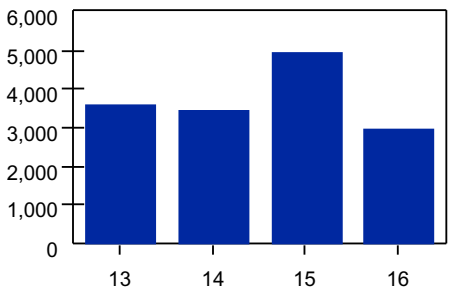
**WORKERS WHO LIVE IN HIT**



**Top Five Outside Sources of Workers**

Location	Share
Hilton Head Island SC	91.5%
Savannah GA	2.8
Charleston SC	0.4
Charlotte NC	0.3
Columbia SC	0.2
Hinesville GA	0.1

**NET MIGRATION, #**

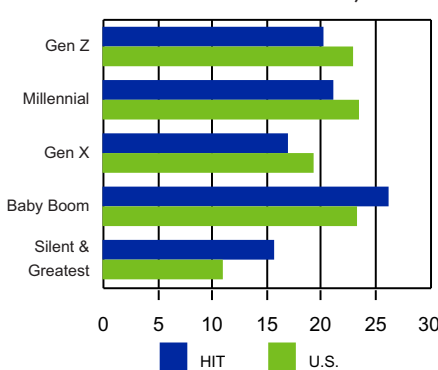


	2013	2014	2015	2016
Domestic	3,147	2,959	4,371	2,569
Foreign	454	453	584	372
<b>Total</b>	<b>3,601</b>	<b>3,412</b>	<b>4,955</b>	<b>2,941</b>

Sources: IRS (top), 2016, Census Bureau, Moody's Analytics

**GENERATIONAL BREAKDOWN**

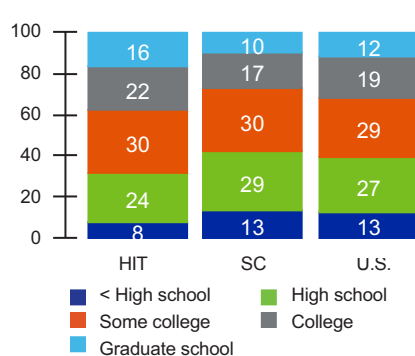
**POPULATION BY GENERATION, %**



Sources: Census Bureau, Moody's Analytics, 2015

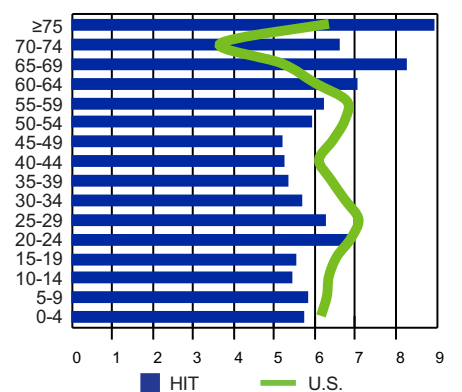
**EDUCATIONAL ATTAINMENT**

**% OF ADULTS 25 AND OLDER**



Sources: Census Bureau, ACS, Moody's Analytics, 2016

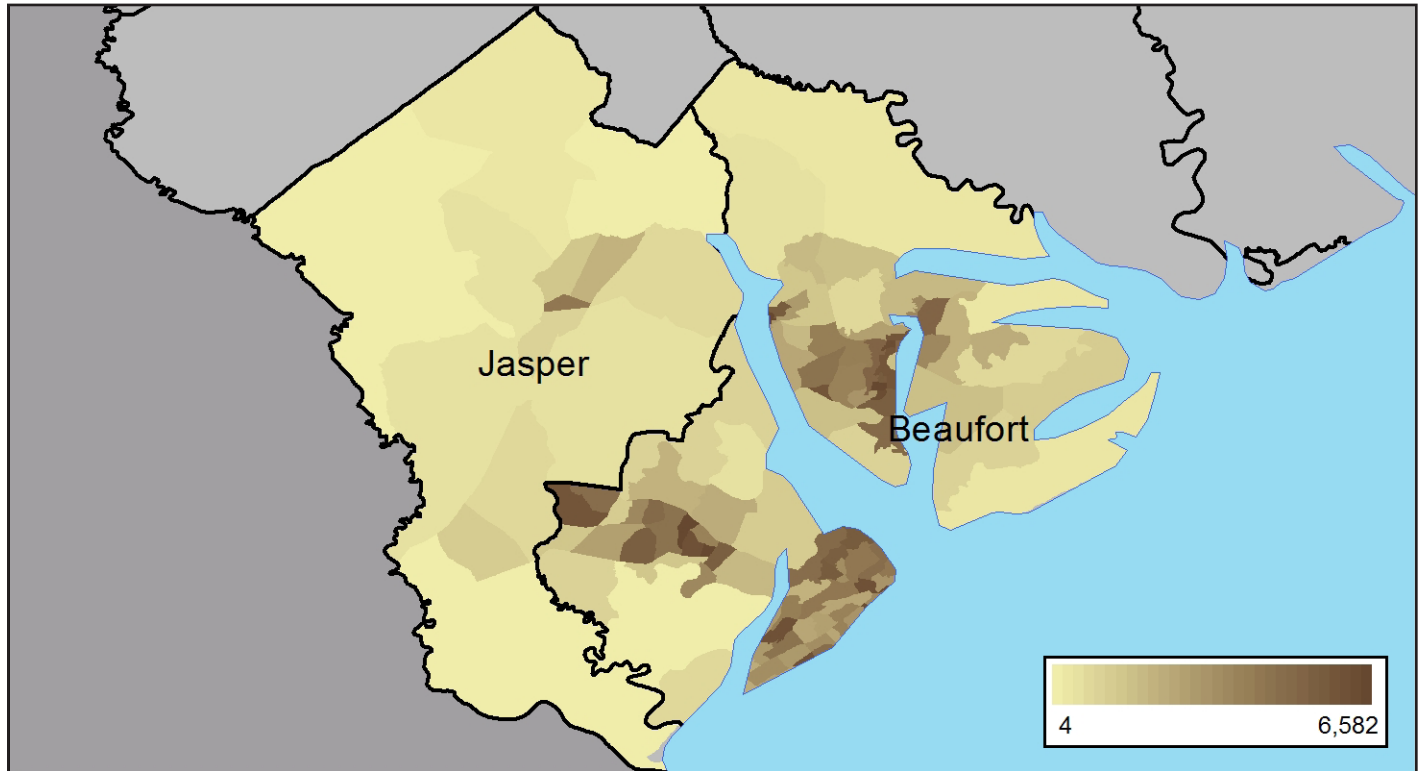
**POPULATION BY AGE, %**



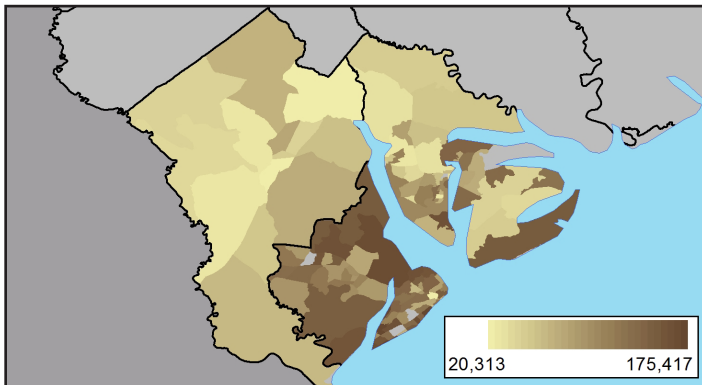
Sources: Census Bureau, Moody's Analytics, 2016

**GEOGRAPHIC PROFILE**

**POPULATION DENSITY**



**MEDIAN HOUSEHOLD INCOME**



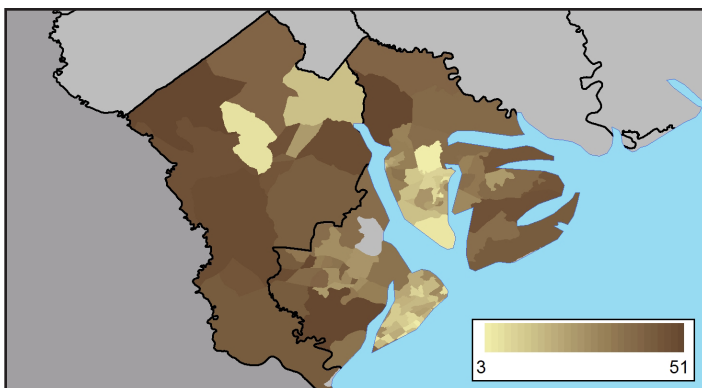
**POPULATION & HOUSING CHARACTERISTICS**

	Units	Value	Rank*
Total land area	sq mi	1,231.6	254
Population density	ratio population to land area	171.8	218
<hr/>			
Total population	ths	211.6	229
White	% of population	64.3	272
Hispanic	% of population	11.3	144
Black	% of population	21.3	57
Asian	% of population	1.3	299
<hr/>			
U.S. citizen at birth	% of population	90.3	254
Naturalized U.S. citizen	% of population	2.8	181
Not a U.S. citizen	% of population	5.7	114
Median age		43.2	38
<hr/>			
Total housing units	ths	107.9	207
Owner occupied	% of total	52.2	317
Renter occupied	% of total	19.0	382
Vacant	% of total	28.8	14
<hr/>			
1-unit; detached	% of total	62.2	287
1-unit; attached	% of total	6.9	73
Multifamily	% of total	19.4	235
Median year built		1993	

\* Out of 402 metro areas and metro divisions

Sources: Census Bureau, Moody's Analytics, 2016 except land area 2010

**MEDIAN COMMUTE TIME**



Sources: ACS, Moody's Analytics

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Moody's Analytics helps capital markets and credit risk management professionals worldwide respond to an evolving marketplace with confidence. With its team of economists, the company offers unique tools and best practices for measuring and managing risk through expertise and experience in credit analysis, economic research, and financial risk management. By offering leading-edge software and advisory services, as well as the proprietary credit research produced by Moody's Investors Service, Moody's Analytics integrates and customizes its offerings to address specific business challenges.

Concise and timely economic research by Moody's Analytics supports firms and policymakers in strategic planning, product and sales forecasting, credit risk and sensitivity management, and investment research. Our economic research publications provide in-depth analysis of the global economy, including the U.S. and all of its state and metropolitan areas, all European countries and their subnational areas, Asia, and the Americas. We track and forecast economic growth and cover specialized topics such as labor markets, housing, consumer spending and credit, output and income, mortgage activity, demographics, central bank behavior, and prices. We also provide real-time monitoring of macroeconomic indicators and analysis on timely topics such as monetary policy and sovereign risk. Our clients include multinational corporations, governments at all levels, central banks, financial regulators, retailers, mutual funds, financial institutions, utilities, residential and commercial real estate firms, insurance companies, and professional investors.

Moody's Analytics added the economic forecasting firm Economy.com to its portfolio in 2005. This unit is based in West Chester PA, a suburb of Philadelphia, with offices in London, Prague and Sydney. More information is available at [www.economy.com](http://www.economy.com).

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MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.



# Proposal and Contract for Services

February 22, 2018

c/o Matt Rowe

**CARSON REALTY**

2 Hampton Hall Boulevard  
Bluffton, SC29910  
Phone: 843.815.7500  
Email: mrowe@carsonrealtysc.com

RE: Assignment Agreement  
Commercial Land  
Bluffton Land Right of Way, Buckwalter Parkway  
Bluffton, SC 29909

Dear Mr. Rowe:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

## PROPOSAL SPECIFICATIONS

<b>Purpose:</b>	To estimate the Market Value of the referenced real estate
<b>Premise:</b>	As Is
<b>Rights Appraised:</b>	Fee Simple
<b>Intended Use:</b>	Assist with a potential taking.
<b>Intended User:</b>	The intended user is CARSON REALTY, and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
<b>Reliance:</b>	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

CBRE, Inc.  
501 Wando Park Boulevard  
Suite 110  
Mt. Pleasant, SC 29464  
[www.cbre.us/valuation](http://www.cbre.us/valuation)

**Curtis S. McCall, Jr., CRE, MAI**  
Director

<b>Inspection:</b>	CBRE will conduct a physical inspection of the subject property and its surrounding environs on the effective date of appraisal.
<b>Valuation Approaches:</b>	Only the Sales Comparison Approach will be completed.
<b>Report Type:</b>	Standard Appraisal Report
<b>Appraisal Standards:</b>	USPAP
<b>Appraisal Fee:</b>	\$2,500
<b>Expenses:</b>	Fee includes all associated expenses
<b>Retainer:</b>	A retainer is not required for this assignment
<b>Payment Terms:</b>	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report.
<b>Delivery Instructions:</b>	<p>We will invoice you for the assignment in its entirety at the completion of the assignment.</p> <p>CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.</p> <p>An Adobe PDF file via email will be delivered to mrowe@carsonrealtysc.com. Hard copies upon request.</p>
<b>Delivery Schedule:</b>	
<b>Final Report:</b>	On or before March 2, 2018
<b>Start Date:</b>	The appraisal process will start upon receipt of your signed agreement and the property specific data.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

**CBRE, Inc.**  
**Valuation & Advisory Services**



Curtis S. McCall, Jr., CRE, MAI  
Director  
As Agent for CBRE, Inc.  
CBRE Certification  
T +1 843 654 7816  
Curt.mccall@cbre.com

## AGREED AND ACCEPTED

### FOR CARSON REALTY:

_____ Signature	_____ Date
_____ Name	_____ Title
_____ Phone Number	_____ E-Mail Address

### ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence services (seismic risk analysis, zoning compliance services, construction risk management, annual inspections, etc.). CBRE provides our clients the full complement of due diligence services with over 260 employees in the U.S. that are local subject matter experts.

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at [WhitePlainsProposals@cbre.com](mailto:WhitePlainsProposals@cbre.com). We will route your request to the appropriate manager. For more information, please visit [www.cbre.com/assessment](http://www.cbre.com/assessment).

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## TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement" ) between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site). Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 30 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between



Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT

APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.
17. Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

# Proposal and Contract for Services

## SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
2. Current title report and title holder name
3. Legal description
4. Survey and/or plat map
5. Site plan for proposed or entitled development, if applicable
6. Current county property tax assessment or tax bill
7. Details on any sale, contract, or listing of the property within the past three years
8. Engineering studies, soil tests or environmental assessments
9. Ground lease, if applicable
10. Planning/Zoning application or approval, if applicable
11. Any previous market/demand studies or appraisals
12. Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
13. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Curtis S. McCall, Jr., CRE, MAI  
Director  
curt.mccall@cbre.com  
CBRE, Inc.  
Valuation & Advisory Services  
501 Wando Park Boulevard, Suite 110  
Mt. Pleasant, SC 29464



T + 1 843 654 7816  
M + 1 843 442 1915  
Curt.McCall@cbre.com

501 Wando Park Blvd.,  
Suite 110  
Mt. Pleasant, SC 29464

## Clients Represented

- Numerous Federally Insured Lending Institutions
- Grandbridge
- HFF
- Prudential
- MetLife
- JP Morgan
- Goldman Sachs
- Guggenheim Commercial Real Estate
- Bank of NY Mellon
- Cantor
- Starwood
- Rialto Mortgage
- C-III Capital
- General Services Administration
- Numerous Law Firms
- Private Corporations
- Private Investment Firms
- Local Municipalities, County Governments and Public Agencies

## Experience

Curtis S. McCall, Jr., CRE, MAI is a Director working in the Southeast Region of CBRE Valuation & Advisory Services. He came to CBRE from Colliers International Valuation & Advisory Services, where he was the Managing Director for South Carolina. Prior to Colliers, he owned and operated his own regional firm in Charleston, SC.

Since 1989, Curt has been active in commercial real estate valuation in South Carolina and the coastal region of the southeast. His primary focus has been the valuation of commercial properties with an emphasis on financial analysis of income producing assets; institutional uses; and litigation support. His specialties include self-storage, hospitality, retail, golf courses, and various sellout oriented assets.

Curt earned a Master's Degree in Real Estate Valuation and Urban Land Economics from the University of Florida in May of 1989, and received a Bachelor's degree in Business Administration from the University of Kentucky in 1985. He has been a MAI since March of 1992, and in June of 2000, he was invited into The Counselors of Real Estate (CRE). He is a former member of the Charleston County Planning Commission, and was on the faculty staff in the Finance Department of the Darla Moore School of Business at the University of South Carolina for nine years.

Curt has four children and enjoys golf, water sports, boating, and reading.

## Professional Affiliations / Accreditations

- Designated Member, Appraisal Institute (MAI)
- Member, The Counselors of Real Estate (CRE)
- State Certifications
  - South Carolina (305)
  - Georgia (5428)
  - North Carolina (A4426)

## Education

- MA – Real Estate Valuation and Urban Land Economics, University of Florida
- BBA – Marketing/Finance, University of Kentucky

State of South Carolina  
Department of Labor, Licensing and Regulation  
Real Estate Appraisers Board

**CURTIS S MCCALL JR**

Is hereby entitled in practice as a:

**Certified General Appraiser**

License Number: **305**

Expiration Date: 06/30/2018

OFFICE COPY

  
*Laura E. Smith*  
\_\_\_\_\_  
Administrator



# Mason Sullivan

*Valuation Associate, Mount Pleasant, South Carolina*

**CBRE**



T +1 843 654 7820  
M +1 803 360 1661  
mason.sullivan@cbre.com

501 Wando Park Boulevard  
Suite 110  
Mount Pleasant, SC 29464

## Clients Represented

- Synovus
- KeyBank
- JPMorgan Chase
- US Bank
- Bank of America
- TD Bank
- Wells Fargo
- Southern First
- First Citizens
- South State Bank
- Regions Bank
- GrandSouth Bank
- Grandbridge
- Goldman Sachs
- Bank of NY Mellon
- Cantor
- Starwood

## Experience

Mason Sullivan joined the Charleston office of CBRE Valuation and Advisory Services in 2018 as a Valuation Associate in the southeast region. Mr. Sullivan is apprenticing under Curt McCall CRE, MAI, the South Carolina Director for Valuation and Advisory Services.

Mr. Sullivan has experience providing appraisal and consulting services throughout the State of South Carolina. He has performed services on various property types including but not limited to industrial, self-storage, office, retail, residential subdivisions and land. Mr. Sullivan is registered with the State of South Carolina Appraisal Board as an apprentice appraiser.

Previously, Mr. Sullivan was a Valuation Analyst for the Colliers International Valuation and Advisory Services Charleston office from June of 2016 through 2017.

## Professional Affiliations / Accreditations

- South Carolina Apprentice Appraiser, #7481
- Practicing Affiliate, Appraisal Institute

## Education

- The Citadel, The Military College of South Carolina, Charleston, SC
  - Bachelors of Arts in Political Science, 2012
- The Appraisal Institute
  - Basic Appraisal Principles
  - Basic Appraisal Procedures
  - National USPAP (15 Hour)
  - Finance, Statistics & Valuation Modeling
  - The Income Approach Part I
  - The Income Approach Part II

State of South Carolina  
Department of Labor, Licensing and Regulation  
Real Estate Appraisers Board

**MASON P SULLIVAN**

Is hereby entitled in practice as a:  
**Apprentice Appraiser**

License Number: 7481

Expiration Date: 06/30/2018

OFFICE COPY

  
Administrator

**RESOLUTION NO. 2018 / \_\_\_\_**

**A RESOLUTION APPOINTING THOMAS J. KEAVENY, II AS INTERIM COUNTY ADMINISTRATOR UNTIL SUCH TIME AS COUNTY COUNCIL APPOINTS A NEW COUNTY ADMINISTRATOR**

**WHEREAS**, the previous Interim County Administrator Joshua A. Gruber has provided notice of his resignation effective August 3, 2018; and

**WHEREAS**, County Council did by motion and vote at the June 25, 2018 appoint Thomas J. Keaveny the County Attorney to serve as Interim County Attorney effective July 20, 2018; and

**WHEREAS**, Thomas J. Keaveny has served in the position of County Attorney and is in the best position to provide Interim Administrator services until such time as a search for a permanent Administrator is complete; and

**WHEREAS**, the County is in need of an interim administrator to fulfill the duties of the County Administrator until such time as a permanent administrator has been hired; and

**WHEREAS**, Beaufort County Council believes Thomas J. Keaveny, II is competent and capable of performing the duties of the Interim Administrator on a temporary basis until such time as a final candidate is selected for the position of County Administrator; and

**WHEREAS**, Beaufort County Council believes that it is in the best interests of its citizens to appoint Thomas J. Keaveny, II as the Interim Administrator until such time as County Council votes on and hires a new County Administrator.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council hereby appoints Thomas J. Keaveny, II as the Interim Administrator and vests all powers and duties of an administrator as provided for in South Carolina Code of Law Section 4-9-610 et seq.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

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

ATTEST:

---

Connie L. Schroyer, Clerk to Council

DRAFT



## COUNTY COUNCIL OF BEAUFORT COUNTY

### PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

**TO:** Councilman Gerald Dawson, Chairman, Governmental Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** State Contract Purchase  
Emergency Medical Services (EMS) Purchase for Two Ambulances

**DATE:** 08/29/2018

**BACKGROUND:**

The Purchasing Department received a request from Beaufort County's EMS Department to purchase two new 2018 Ford F450 4x2 Ambulances. The HGAC Buy Contract will provide two new 2018 Ford F450, 4x2, Diesel, Type I Ambulance (see the attached pricing sheet with accessories).

**VENDOR INFORMATION:**

**COST:**

AEV Northwestern Emergency Vehicles, Jefferson, NC	See below
New Ambulance x 2 @ \$239,497	\$478,994
HGAC Order Fee	\$ 1,000
SC Sales Tax (2 x \$500)	\$ 1,000



Grand Total:	\$480,994

Insert Addition Vendor Info.

**FUNDING:**

Account #10001230-54000, General Fund, EMS, Vehicle Purchases.

Note in 2017 the County purchased one ambulance from the same contract with no change in price for this year.


Funding approved: Yes  By: aholland Date: 08/30/2018

**FOR ACTION:**

Governmental Committee meeting occurring September 4, 2018.

**RECOMMENDATION:**

The Governmental Committee approve and recommend to County Council the contract award to purchase two Ambulances from the afore

Attachment:  Ambulance.pdf  
2.53 MB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes  Date: 08/31/2018

Check to override approval:  Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes  Date: 08/30/2018

Phil Foot, Assistant County Administrator, Public Safety

Approved: Yes  Date: 08/30/2018

Check to override approval:  Overridden by:

Override Date:  ready for admin:

Donna Ownby, Director, Emergency Medical Services Def

Approved: Yes  Date: 08/30/2018

Check to override approval:  Overridden by:

Override Date:  ready for admin:

CC others

**After Initial Submission, Use the Save and Close Buttons**



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.:

AM10-16

Date Prepared:

7/24/2018

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	Beaufort County Council	Contractor:	AEV / NORTHWESTERN EMERGENCY VEHICLES
Contact Person:	Howell Youmaus	Prepared By:	David Hudler
Phone:	843-812-8030	Phone:	336-977-1015 (cell)
Fax:		Fax:	336-246-8978
Email:	howelly@bcgov.net	Email:	david@nwev.com

Product Code:	AA03	Description:	Type I Ford F-450 4X2 AEV Ambulance
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<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>	\$148,524.00
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**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
01-FM-4WH2 Aluminum Wheels	1,257.00	05-EL-23XW Stop/Tail Whelen M9	495.00
05-HA-13HX Condenser ACC X717	875.00	05-EL-23X4 Turn Whelen M9	562.00
02-BC-0500 Walk through Cab High	819.00	05-EL-23XY Back up Whelen M9	571.00
04-EA-14A8 Running Boards	1,444.00	05-EL256B Entry Door Lights	332.00
04-BW-ABX Rear Bumper	952.00	05-EL-45L4 Left Scene Light	528.00
06-IG-0310 Vanner 20-1050 CUL	1,381.00	05-EL-45TA Right Scene Light	528.00
07-01-SEIV Wise Child Seat	689.00	05-EL-46R4 Rear Load Lights	528.00
07-CA-48ZT Solid Surface	853.00	05PM-LRK3 Whelen M9 Warning Lights	3,000.00
04-HA-1310 Arctic Wedge	1,051.00	05-PM-LRK 1 Whelen M9 front of box	900.00
10-EC-2700 Refrigeratoer Norcold	867.00	04-BW-DP00	503.00
02-B8-1D80 Body Mod	1,371.00	<b>Subtotal From Additional Sheet(s):</b>	<b>63,457.00</b>
<b>04-SU-1707 Liquid Spring</b>	<b>3,827.00</b>	<b>Subtotal B:</b>	<b>86,790.00</b>

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
GTT Opticom GPS Preemption High Priority Series	4,183.00		
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	<b>4,183.00</b>

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	2	X Subtotal of A + B + C:	\$239,497.00	=	Subtotal D:	\$478,994.00
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**E. H-GAC Order Processing Charge (Amount Per Current Policy):** Subtotal E: \$1,000.00

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
		<b>Subtotal F:</b>	<b>0</b>

**Delivery Date:** TBD **G. Total Purchase Price (D+E+F):** \$479,994.00









PARAMEDIC

AMBULANCE

BEAUFORT COUNTY  
EMERGENCY  
MEDICAL SERVICE

1





ORDINANCE NO. 2018/\_\_\_\_

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED GENERAL OBLIGATION BONDS (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS/HER LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF AND OTHER MATTERS RELATING THERETO; AND REPEALING ORDINANCE NO. 2018/10.

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

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

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

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

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

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

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

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



(g) Pursuant to the provisions of Ordinance No. 2013/6 enacted by the County Council, the County created the “Bluffton Township Fire District” or the “Fire District.” As such, the Bluffton Township Fire District is a special taxing district.

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

(i) In order to continue to provide fire protection services in the Fire District, there is a need to construct and equip two (2) new fire stations and renovate an existing facility in the Fire District (the “Project”).

(j) It is necessary and in the best interest of the County and the residents of the Fire District for the County Council to provide for the issuance and sale of not to exceed \$6,000,000 limited general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina (the “State”), the proceeds of which will be used: (i) to defray the cost of the Project; (ii) to pay costs of issuance of the Bonds; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorizations and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued limited general obligation bonds of the County in the amount of not to exceed \$6,000,000 to obtain funds for the purposes mentioned in Section 1(j) above which shall be designated “\$6,000,000 (or such lesser amount issued) Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B (or such other appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”).

The Bonds shall be issued as fully-registered bonds; shall be dated as of their date of delivery; shall be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest at such times as hereafter designated by the Interim County Administrator or his/her lawfully-authorized designee (the “Administrator”) at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

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

Regions Bank, Atlanta, Georgia, shall serve as registrar and paying agent (the “Registrar/Paying Agent”) for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the Interim County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bonds; (e) determine the date and time of sale of the Bonds; (f) receive bids on behalf of the County Council; and (g) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

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

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his or her duly authorized attorney. Upon the transfer of any such Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or, in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the mailing of notice of redemption of the Bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly-destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is

issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds including the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for the Bonds. For the payment of the principal of and interest on the Bonds, as they respectively mature, pursuant to Section 12 of Article X of the Constitution, the Act and this Ordinance, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Fire District, sufficient to pay the principal of and interest on such Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in The Island Packet and The Beaufort Gazette, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum Provisions. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the Administrator is authorized to have published in a newspaper of general circulation in the County the notice in substantially the same form as attached hereto as Exhibit B.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause

interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

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

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

SECTION 14. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the County shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of this Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 15. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days for the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of, a Continuing Disclosure Certificate in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the County.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Beaufort County Treasurer and used to pay costs of the Project and costs of issuance of the Bonds, except that the premium, if any, shall be deposited into the sinking fund for the Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys



or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 20. Repeal of Ordinance No. 2018/10. County Council hereby repeals Ordinance No. 2018/10 in its entirety which authorized the issuance and sale of not to exceed \$4,150,000 Limited General Obligation Bonds of the County for the benefit of the Fire District previously enacted by County Council on March 12, 2018.

SECTION 21. Miscellaneous. The County Council hereby authorizes the Administrator and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The County Council hereby retains McNair Law Firm, P.A., as Bond Counsel and Hilltop Securities, as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

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

ATTEST:

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

Date of First Reading: July 23, 2018  
Date of Second Reading: August 27, 2018  
Date of Public Hearing  
Date of Third and Final Reading:

**FORM OF BOND**

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 BEAUFORT COUNTY  
 (BLUFFTON TOWNSHIP FIRE DISTRICT)  
 LIMITED GENERAL OBLIGATION BOND  
 SERIES 2018B

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
%			

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the “Paying Agent”), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until this Bond matures. Interest on this Bond is payable \_\_\_\_\_ 1, \_\_\_\_\_ and semiannually thereafter on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the “Registrar”), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance of the County authorizing the Bonds, nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, there shall be levied annually by the Auditor of Beaufort County and collected by the Treasurer of Beaufort County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Bluffton Township Fire District (the “Fire District”).

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the securities depository nominee, is being issued and required to be deposited with the securities depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the securities depository's participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the securities depository and its participants pursuant to rules and procedures established by the securities depository and its participants. The County and the Registrar/Paying Agent will recognize the securities depository nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to participants of the securities depository will be the responsibility of the securities depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by participants of the securities depository will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the securities depository, the securities depository nominee, its participants or persons acting through such participants. While the securities depository nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the securities depository.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, aggregating \_\_\_\_\_ and no/100 Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. \_\_\_\_\_ enacted by the County Council on \_\_\_\_\_, 2018 (the "Ordinance").

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

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

exceed the applicable limitation of indebtedness under the laws of the State; and, that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest on this Bond as it respectively matures and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of County Council and attested by the facsimile signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

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

ATTEST:

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

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the bonds described in the within-mentioned Ordinance of Beaufort County, South Carolina.

\_\_\_\_\_,  
as Registrar

By: \_\_\_\_\_  
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the  
entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

JT TEN - as joint tenants with  
right of survivorship  
and not as tenants in  
common

under Uniform Gifts to  
Minors Act \_\_\_\_\_  
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_ (Name and Address of Transferee) \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

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

\_\_\_\_\_  
Signature Guaranteed

\_\_\_\_\_  
(Authorized Officer)

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to this assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving legal opinion to be rendered shall accompany each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk of the County Council of the County. Said certificate shall be in substantially the following form:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final legal opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of the Bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds, and a copy of which is on file with Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council



**FORM OF NOTICE OF PUBLIC HEARING**

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:30 p.m. on \_\_\_\_\_, 2018.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of Limited General Obligation Bonds (Bluffton Township Fire District) of Beaufort County, South Carolina, in the principal amount of not to exceed \$6,000,000 (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) constructing and equipping two (2) new fire stations and renovating an existing facility in the Bluffton Township Fire District; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property in the Bluffton Township Fire District sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

**FORM OF NOTICE**

NOTICE OF ADOPTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the County Council (the “County Council”) of Beaufort County, South Carolina (the “County”), on \_\_\_\_\_, 2018, enacted an ordinance entitled “ORDINANCE NO. \_\_\_\_\_ AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$6,000,000 LIMITED GENERAL OBLIGATION BONDS OF BEAUFORT COUNTY, SOUTH CAROLINA (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO AND REPEALING ORDINANCE NO. 2018/10 (the “Ordinance”). The Ordinance authorizes the issuance and sale of not to exceed \$6,000,000 Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B (the “Bonds”) of the County.

The proceeds of the Bonds will be used: (a) to defray the cost of constructing and equipping two (2) new fire stations and renovating an existing facility in the Bluffton Township Fire District; (b) to pay costs of issuance of the Bonds; and (c) for such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws, 1976, as amended, shall not be applicable to the Ordinance. The intention to seek a referendum must be filed within twenty (20) days following the publication of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

**FORM OF NOTICE OF SALE**

OFFICIAL NOTICE OF SALE

\$ \_\_\_\_\_ LIMITED GENERAL OBLIGATION BONDS  
(BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2018B  
BEAUFORT COUNTY, SOUTH CAROLINA

Time of Sale: NOTICE IS HEREBY GIVEN that bids will be received on behalf of Beaufort County, South Carolina (the “County”), until 11:00 a.m, South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2018, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B, of the County (the “Bonds”).

Electronic Bids: Electronic proposals must be submitted through i-Deal’s Parity Electronic Bid Submission System (“Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849 5021.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2018; will be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on \_\_\_\_\_ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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\*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

Redemption Provisions: [TO BE PROVIDED]

Registrar/Paying Agent: Regions Bank, Atlanta, Georgia shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than two percent (2%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Bluffton Township Fire District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2018 in New York, New York, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211, Attention: Francenia B. Heizer, telephone (803) 799-9800, e-mail: [fheizer@mcnair.net](mailto:fheizer@mcnair.net). The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County's Financial Advisor, Chad Cowan, Director, Hilltop Securities, 5925 Carnegie Boulevard, Suite 380, Charlotte, North Carolina 28209, telephone (704) 654-3454, e-mail: [chad.cowan@hilltopsecurities.com](mailto:chad.cowan@hilltopsecurities.com)

BEAUFORT COUNTY, SOUTH CAROLINA



**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$ \_\_\_\_\_ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

**SECTION 2. Definitions.** The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Bonds**” shall mean the \$ \_\_\_\_\_ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B Beaufort County, South Carolina, dated \_\_\_\_\_, 2018.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean \_\_\_\_\_ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

**SECTION 3. Provision of Annual Reports.**

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2019, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other

than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements of the Bluffton Town Fire District (the "Fire District"), which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the Fire District;
- (d) Market Value/Assessment Summary of taxable property in the Fire District;
- (e) Tax rates for the Fire District;
- (f) Tax collections for Fire District; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for the Fire District.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of

reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Interim County Administrator

Dated: \_\_\_\_\_, 2018



NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina  
Name of Issue: \$\_\_\_\_\_ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2018B, Beaufort County, South Carolina  
Date of Issuance: \_\_\_\_\_, 2018

NOTICE IS HEREBY GIVEN that Beaufort County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by \_\_\_\_\_.

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

BEAUFORT COUNTY, SOUTH CAROLINA

2018/

AN ORDINANCE TO ESTABLISH, PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK, IN CONJUNCTION WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY; TO PROVIDE FOR A WRITTEN AGREEMENT BY BEAUFORT COUNTY WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY AS TO THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK AMONG TAXING ENTITIES HAVING JURISDICTION OVER THE PARK; TO PROVIDE FOR A FEE IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County, South Carolina (“Beaufort County”) and Allendale County, South Carolina (“Allendale County”), Bamberg County, South Carolina (“Bamberg County”), Barnwell County, South Carolina (“Barnwell County”), Colleton County, South Carolina (“Colleton County”), Hampton County, South Carolina (“Hampton County”), and Jasper County (“Jasper County”); (collectively, the “Counties” and together with any additional counties that become parties to the MCP Agreement described below, the “Member Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), propose to establish jointly a multi-county industrial/business park within the geographical boundaries of Jasper County to be known as the “Jasper Ocean Terminal Multi-County Industrial/Business Park” (the “Park”); and

WHEREAS, Article VIII, Section 13(B) of the South Carolina Constitution provides that nothing in the State Constitution may be construed to prohibit any of the counties in South Carolina from agreeing to share the lawful cost, responsibility, and administration of functions with one or more governments, whether within or without the State of South Carolina; and

WHEREAS, in order to promote the economic development of Beaufort County, Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County, the Counties have initially agreed to include in the Park properties located in Jasper County and described in Exhibit A hereto (the “JOT Property”) and as more particularly described in Exhibit A to that certain Agreement for the Establishment of the Jasper Ocean Terminal Multi-County Industrial/Business Park to be entered into by the Counties as of such date as may be agreed to by the Counties (the “MCP Agreement”); and

WHEREAS, the Counties have agreed to the specific terms and conditions of the arrangement set forth in the MCP Agreement; and

WHEREAS, the Counties now desire to establish the Park to include the JOT Property;

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

**Section 1. Establishment of Multi-County Park; Approval of MCP Agreement; Location of Park.**

(a) There is hereby authorized to be established, initially in conjunction with Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County, a multi-county industrial/business park to include therein the JOT Property. The form, provisions, terms, and conditions of the MCP Agreement before this meeting at which this Ordinance received third reading and filed with the Clerk to County Council be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the MCP Agreement were set out in this Ordinance in its entirety.

(b) The MCP Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Beaufort County thereunder and as shall be approved by the officials of Beaufort County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the MCP Agreement now before this meeting. The Chairman of County Council, for and on behalf of Beaufort County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the MCP Agreement and the performance of all obligations of Beaufort County under and pursuant to the MCP Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

(c) As of the effective date of the MCP Agreement, the Park shall consist of the JOT Property located in Jasper County.

**Section 2. Payment of Fee-in-lieu of Taxes.** (a) In accordance with Article VIII, Section 13(D) of the South Carolina Constitution, the area comprising the Park and all property having a situs therein is exempt from all *ad valorem* taxation. All owners and lessees of property situated in the Park (that would otherwise pay property taxes if the property were not in the Park) will pay a fee in lieu of *ad valorem* taxes as provided for in the MCP Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer of the county in which such property is located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the MCP Agreement to the other Member Counties shall be paid to the respective county treasurer (or other designated official) of the other Member Counties in accordance with the terms of the MCP Agreement. Payments of fees in lieu of *ad valorem* taxes will be due on the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payments. Any late payment beyond the due date will accrue interest at the rate of statutory judgment interest. The Member Counties, acting by and through the appropriate official, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

(b) Nothing herein shall be construed to prohibit any Member County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision of South Carolina law.

**Section 3. Sharing of Expenses and Revenues.** Sharing of expenses and revenues of the Park by the Member Counties shall be as set forth in the MCP Agreement.

**Section 4. Distribution of Revenues to Taxing Entities.** Revenues from the Park shall be distributed to and within the Member Counties as set forth in the MCP Agreement.

**Section 5. Governing Laws and Regulations.** In order to avoid any conflict of laws or ordinances among the Member Counties, the ordinances or other local laws of each Member County will be the reference for such regulations or laws in connection with Park premises located within such Member County. Nothing herein shall be taken to supersede any applicable municipal, state, or federal law or regulation. The Member County in which a parcel of Park premises is located is specifically authorized to adopt restrictive covenants and land use requirements in accordance with law for each such parcel at that Member County's sole discretion. The ordinances of a Member County shall in no way apply to Park property not located in such Member County.

**Section 6. Admission of Additional Parties.** The MCP Agreement may be amended from time to time to add additional counties or other political subdivisions located within South Carolina or outside South Carolina, subject to any limitation contained in Article VIII, Section 13 of the Constitution of South Carolina or Title 4, Chapter 1 of the Code, in accordance with the terms of the MCP Agreement. The MCP Agreement may be amended to admit such political subdivision as a party thereto, with such rights and obligations as shall be provided in the MCP Agreement as so amended and applicable law.

**Section 7. Savings Clause.** If any portion of this Ordinance shall be held void or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

**Section 8. General Repealer.** Any prior ordinance or resolution, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

**Section 9. Effectiveness.** This Ordinance shall be effective upon approval following third and final reading; provided, however, that the effective date of the MCP Agreement shall be the date upon which the first County that is contiguous to Jasper County gives its approval to the MCP Agreement.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman of County Council  
Beaufort County, South Carolina

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Interim County Administrator  
Beaufort County Attorney

ATTEST:

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

First Reading: July 23, 2018  
Second Reading: "Cwi wuv"49."423:  
Public Hearing:  
Third and Final Reading:



## **EXHIBIT A**

### **JOT Property**

All those certain pieces, parcels or lots of land, situate, lying and being in Jasper County, South Carolina, having and containing 1517.78 acres, more or less, shown and designated as "Tract 14A and Tract 14B" (the "Property") on that certain plat entitled "Jasper Ocean Terminal Tracts 14A & 14B, being lands of The Georgia Department of Transportation, Jasper County, South Carolina", dated June 30, 2008, prepared by Hussey Gay Bell & De Young, Inc., certified to by James M. Sims, S.C.R.L.S #13169, and recorded in the Land Records of Jasper County, South Carolina, in Plat Book 31 at Page 183 (the "Plat").

**TOGETHER** with the perpetual, exclusive, appurtenant and relocatable easement for a transportation and utility corridor as provided for in the Intergovernmental Agreement, dated January 27, 2008 (the "Intergovernmental Agreement"), among the Department of Transportation, State of Georgia a/k/a the Georgia Department of Transportation, and the Georgia Ports Authority, and the South Carolina State Ports Authority, said easement, and the terms and conditions of same, more particularly described in the Intergovernmental Agreement which easement may be relocated pursuant to Section 2(e) and 2(f) of the Intergovernmental Agreement.

**AGREEMENT FOR THE  
ESTABLISHMENT OF THE JASPER OCEAN TERMINAL MULTI-COUNTY  
INDUSTRIAL/BUSINESS PARK**

**THIS AGREEMENT FOR THE ESTABLISHMENT OF THE JASPER OCEAN TERMINAL MULTI-COUNTY INDUSTRIAL/BUSINESS PARK** is made and entered into and to be effective as of the date provided in Section 16 hereof (this “Agreement”), by and among Jasper County, South Carolina (“Jasper County”) and Allendale County, South Carolina (“Allendale County”) Bamberg County, South Carolina (“Bamberg County”), Barnwell County, South Carolina (“Barnwell County”), Beaufort County, South Carolina (“Beaufort County”), Colleton County, South Carolina (“Colleton County”) and Hampton County, South Carolina (“Hampton County”) (collectively the “Counties” and together with any additional counties that become parties hereto, the “Member Counties”).

**RECITALS**

**WHEREAS**, the County Councils of Jasper County, Allendale County, Bamberg County, Barnwell County, Beaufort County, Colleton County, and Hampton County have determined that, in order to further promote economic development and thus provide additional employment opportunities within each of the Counties, there should be established the Jasper Ocean Terminal Multi-County Industrial/Business Park (the “Park”) upon the property described in Exhibit A attached hereto (the “Initial Property”), which Park shall be in addition to previous multi-county industrial or business parks previously established by or among the Counties; and

**WHEREAS**, as a consequence of the establishment of the Park, the area comprising the Park and all property having a situs therein shall be exempt from all *ad valorem* taxation, but the owners, or any lessees or any other taxpayers of such property, to the extent that they would otherwise pay property taxes on such property if it were not in the Park, shall pay annual fees in an amount equal to that amount for which such owner, lessee, or other taxpayer would be liable;

**NOW, THEREFORE**, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties with respect to the subject matter hereof and shall be binding on the Counties, their successors and assigns.

2. Authorization. (A) Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop a multi-county industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. The Code of Laws of South Carolina 1976, as amended (the “Code”), and particularly Section 4-

1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution of South Carolina and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

(B) Article VIII, Section 13(B) of the South Carolina Constitution provides that nothing in the State Constitution may be construed to prohibit any of the counties in South Carolina from agreeing to share the lawful cost, responsibility, and administration of functions with one or more governments, whether within or without the State of South Carolina.

3. Location of the Park.

(A) The Park initially consists of real property located in Jasper County, and further identified on Exhibit A attached hereto and all property having a situs therein. In the event that the Park is enlarged pursuant to the terms hereof, such property shall be identified in further exhibits to be attached hereto. The Park may at any time and from time to time consist of contiguous or non-contiguous properties located in Jasper County. The Park may be enlarged or diminished from time to time as authorized by (i) an ordinance of Jasper County and (ii) a resolution (or comparable action) of the governing body of each of the other Member Counties. To the extent required by Section 4-1-170 of the Code, if property proposed for addition to the Park is located within the corporate limits of a municipality, then before adding such property to the Park, Jasper County shall obtain such municipality's consent, by ordinance or resolution, to the addition of such property to the Park.

(B) In the event of any enlargement or diminution of the Park, this Agreement shall be deemed amended, and the Member Counties shall cause to be attached to this Agreement (i) an appropriate revision of the applicable Exhibit hereto which, when read cumulatively with previous revisions, shall contain a legal or other description of all real property located in the Park, as enlarged or diminished, (ii) a copy of the ordinance of Jasper County Council adding or removing the property from the Park, and (iii) a copy of the resolutions of the governing bodies of the other Member Counties.

(C) Prior to the enactment of an ordinance authorizing the removal of property from the Park, Jasper County shall give written notice of the proposed removal of such property to all of the other Member Counties.

(D) The portion of any property located in the Park which is comprised of (i) any motor vehicles, boats, or other vessels utilized by any owner, lessee, or other taxpayer for transportation in the conduct of its business, (ii) any business inventories, or (iii) any transportation or utility facilities, is collectively referred to herein as the "Non-Incentive Property," and the remaining portion of property located in the Park is collectively referred to herein as the "Incentive Property."

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation. The owners or lessees of any property situated in the Park who would otherwise be obligated to pay property taxes on such property if it were not located within the Park shall pay in accordance with this Agreement an amount equivalent to the *ad valorem*

property taxes or other fee-in-lieu-of-payments that would have been due and payable but for the location of such property within the Park.

5. Responsibility for Expenses. Jasper County shall bear, or cause to be borne, 100% of the expenses, including, but not limited to, development, operation, maintenance, and promotion of the Park.

6. Allocation of Park Revenues Between Each of the Member Counties.

(A) The Member Counties shall receive an allocation of all revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes (the “Park Revenues”) in the following proportions:

(i) With respect to Park Revenues generated from the Incentive Property, ten percent (10%) of such Park Revenues shall be allocated to the Jasper County Commercial Development Fund for such uses as provided in Jasper County’s annual budget. After making provision for such allocation, the remaining 90% of the Park Revenues generated from the Incentive Property shall be allocated among the Member Counties as follows:

- 94% to Jasper County
- 1% to Allendale County
- 1% to Bamberg County
- 1% to Barnwell County
- 1% to Beaufort County
- 1% to Colleton County
- 1% to Hampton County

Provided, however, that if any of the Counties chooses not to become a Member County to this Agreement or withdraws as a Member County from this Agreement, the percentage of Park Revenues allocated to such County pursuant to this paragraph (i) shall be allocated entirely to Jasper County.

(ii) With respect to Park Revenues generated from the Non-Incentive Property, 100% to Jasper County; all such Park Revenues to be distributed in accordance with **Section 7** hereof.

(B) Any payment from Jasper County to the other Member Counties of such other Member Counties’ allocable share of Park Revenues: (i) shall be made no later than thirty (30) days following the end of the calendar quarter in which Jasper County receives such Park Revenues; and (ii) shall be accompanied by a statement showing the manner in which total payment and each Member County’s share were calculated. If any Park Revenues are received by Jasper County through payment by any owner, lessee, or other taxpayer made under protest, or otherwise as part of a dispute, then Jasper County is not obligated to pay the other Member Counties more than such Member Counties’ share of the undisputed portion of the Park Revenues until thirty (30) days after the final resolution of the protest or dispute.

7. Revenue Allocation Within Each of the Counties. (A) Park Revenues generated from the Non-Incentive Property shall be paid to Jasper County and allocated to the taxing districts in whose jurisdiction such Non-Incentive Property is located by Jasper County Council ordinances enacted from time to time, and such allocation may be modified, in whole or in part, from time to time by ordinances of the Jasper County Council, all without any action or consent of the other Member Counties or such taxing districts.

(B)(i) Park Revenues generated from the Incentive Property shall be distributed to each Member County according to the proportions established by **Section 6(A)(i)** herein.

(ii) Park Revenues generated from the Incentive Property allocable to Jasper County, after making provision for the allocation of Park Revenues to the Jasper County Commercial Development Fund in accordance with **Section 6(A)(i)** herein, shall be paid to Jasper County and allocated to the taxing districts in whose jurisdiction such Non-Incentive Property is located by Jasper County Council ordinances enacted from time to time, and such allocation may be modified, in whole or in part, from time to time by ordinances of the Jasper County Council, all without any action or consent of the other Member Counties or such taxing districts.

(iii) Park Revenues generated from the Incentive Property allocable to the Member Counties other than Jasper County (the “Beneficiary Counties”) shall be distributed solely to each Beneficiary County according to the proportions established by **Section 6(A)(i)** herein.

(C) Any distribution of Park Revenues must be in accordance with applicable law, including as of the date of original execution and delivery of this Agreement, Section 4-1-170 of the Code, Article VIII, Section 13(D) of the Constitution of South Carolina, and *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001). To the extent that a school district receives Park Revenues, then the Park Revenues received by such school district shall be divided on a pro-rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

8. Negotiated Fee in Lieu of Ad Valorem Tax Arrangements. It is hereby agreed that each Member County is entitled to have heretofore entered or to hereafter enter into any one or more negotiated fee-in-lieu-of-tax agreements pursuant to Title 4, Chapter 29 or Chapter 12 of the Code, or Title 12, Chapter 44 of the Code, or any successor or comparable statutes, with respect to property located in the Park and within the boundaries of such Member County with the terms of the fee-in-lieu-of-tax arrangements being at such Member County’s sole discretion.

9. Assessed County Valuation. For the purpose of calculating bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability of school districts of Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to each Member County shall be identical to the percentage established for the allocation of Park Revenues to each Member County pursuant to **Sections 6 and 7** herein.

10. Governing Laws and Regulations. In order to avoid any conflict of laws or ordinances among the Member Counties, the ordinances or other local laws of Jasper County will be the reference for such regulations or laws in connection with the Park premises. Nothing



herein shall be taken to supersede any applicable municipal, state, or federal law or regulation. Jasper County is specifically authorized to adopt restrictive covenants and land use requirements for the Park at Jasper County's sole discretion in accordance with law. The ordinances of the other Member Counties shall in no way apply to Park property located in Jasper County.

11. South Carolina Law Controlling. This Agreement shall be governed by, and construed in accordance with, South Carolina law.

12. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision of this Agreement.

13. Counterpart Execution. This Agreement may be executed in multiple counterparts.

14. Additional Parties. This Agreement may be amended from time to time to add as parties hereto additional counties or other political subdivisions located within South Carolina or outside of South Carolina, subject to any limitation contained in Article VIII, Section 13 of the Constitution of South Carolina or Title 4, Chapter 1 of the Code. In the event that such additional party will be allocated Park Revenues solely from Jasper County's allocable portion of Park Revenues under **Sections 6(A)** and **7** hereof, the amendment to this Agreement to add such additional party requires only the approval by ordinance of the Jasper County Council. In the event of the admission of additional parties hereto which will result in any other allocation of Park Revenues to such additional party, the amendment to this Agreement to admit such additional party shall require the approval by ordinances or comparable action of the governing body of each Member County. In such event, **Sections 6** and **7** hereof shall be amended by approval of all Member Counties to provide for the sharing of Park Revenues.

15. Termination; Withdrawal of Member Counties.

(A) In the event that the Park is enlarged to include additional property in accordance with **Section 3** hereof, the ordinance of Jasper County and the resolutions of the other Member Counties that approve such enlargement of the Park may include additional limitations on the termination of this Agreement with respect to such additional property.

(B) Except as otherwise provided in **Section 15(A)** of this Agreement, this Agreement may be terminated by ordinances (or comparable action) of the governing bodies of all of the Member Counties.

(C) Except as otherwise provided in **Section 15(A)** of the Agreement, this Agreement may be terminated by an ordinance enacted by the Jasper County Council.

(D) Any Member County may terminate all of its rights hereunder and withdraw from this Agreement by providing to each other Member County (i) written notice of its intention to withdraw from this Agreement at least 45 days prior to the effective date of such withdrawal and (ii) a certified copy of the ordinance (or comparable action) of its governing body terminating all

of such Member County's rights hereunder. The withdrawing Member County agrees to pay all costs and expenses incurred by the other Member Counties in connection with its withdrawal from this Agreement. Such termination and withdrawal of any Member County shall not result in the termination of this Agreement to the remaining Member Counties so long as there are at least two Member Counties remaining as parties to this Agreement.

16. Effective Date of this Agreement.

This Agreement shall become effective as of the date upon which the first Member County that is located contiguous to Jasper County enacts an ordinance approving the creation of the Park and this Agreement. In the event that any County named in the first paragraph of this Agreement does not enact an ordinance approving the creation of the Park and this Agreement by the first anniversary of the effective date of this Agreement, this Agreement shall be deemed amended to remove all references to such County herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and the year first above written.

JASPER COUNTY, SOUTH CAROLINA

Effective date of approving ordinance: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Chairman of County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Jasper County, South Carolina

ALLENDALE COUNTY, SOUTH CAROLINA

Effective date of  
approving ordinance:  
\_\_\_\_\_, 2018

By: \_\_\_\_\_  
Chairman of County Council  
Allendale County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Allendale County, South Carolina

BAMBERG COUNTY, SOUTH CAROLINA

Effective date of  
approving ordinance:  
\_\_\_\_\_, 2018

By: \_\_\_\_\_  
Chairman of County Council  
Bamberg County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Bamberg County, South Carolina

BARNWELL COUNTY, SOUTH CAROLINA

Effective date of  
approving ordinance:  
\_\_\_\_\_, 2018

By: \_\_\_\_\_  
Chairman of County Council  
Barnwell County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Barnwell County, South Carolina

BEAUFORT COUNTY, SOUTH CAROLINA

Effective date of  
approving ordinance:  
\_\_\_\_\_, 2018

By: \_\_\_\_\_  
Chairman of County Council  
Beaufort County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Beaufort County, South Carolina

COLLETON COUNTY, SOUTH CAROLINA

Effective date of  
approving ordinance:  
\_\_\_\_\_, 2018

By: \_\_\_\_\_  
Chairman of County Council  
Colleton County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Colleton County, South Carolina

HAMPTON COUNTY, SOUTH CAROLINA

Effective date of  
approving ordinance:  
\_\_\_\_\_, 2018

By: \_\_\_\_\_  
Chairman of County Council  
Hampton County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Hampton County, South Carolina



## EXHIBIT A

### JASPER COUNTY PARK PROPERTY

All those certain pieces, parcels or lots of land, situate, lying and being in Jasper County, South Carolina, having and containing 1517.78 acres, more or less, shown and designated as "Tract 14A and Tract 14B" (the "Property") on that certain plat entitled "Jasper Ocean Terminal Tracts 14A & 14B, being lands of The Georgia Department of Transportation, Jasper County, South Carolina", dated June 30, 2008, prepared by Hussey Gay Bell & De Young, Inc., certified to by James M. Sims, S.C.R.L.S #13169, and recorded in the Land Records of Jasper County, South Carolina, in Plat Book 31 at Page 183 (the "Plat").

**TOGETHER** with the perpetual, exclusive, appurtenant and relocatable easement for a transportation and utility corridor as provided for in the Intergovernmental Agreement, dated January 27, 2008 (the "Intergovernmental Agreement"), among the Department of Transportation, State of Georgia a/k/a the Georgia Department of Transportation, and the Georgia Ports Authority, and the South Carolina State Ports Authority, said easement, and the terms and conditions of same, more particularly described in the Intergovernmental Agreement which easement may be relocated pursuant to Section 2(e) and 2(f) of the Intergovernmental Agreement.

**ORDINANCE 2018 / \_\_\_**

**AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO CLARIFY THE “NO BENEFIT” POLICY PURSUANT TO A REQUEST OF THE SOUTH CAROLINA STATE HOUSING TRUST FUND.**

WHEREAS, the Beaufort County Disabilities and Special Needs Board (BCDSNB) is a governmental agency established by Beaufort County Council; and

WHEREAS, the mission of the BCDSNB is “to provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community”; and

WHEREAS, the South Carolina Department of Disabilities and Special Needs encourages its providers for the sake of prudent financial sources to participate in the forgivable loan program through the SC Housing Trust Fund of the South Carolina State Housing Finance and Development Authority; and

WHEREAS, BCDSNB has applied for such participation for the next two fiscal years (FY18-19 and FY19-20); and

WHEREAS, the South Carolina State Housing Trust Fund requires that funding provided by the trust fund be restricted and that no employee, agent, consultant, Board member or officer of the BCDSNB benefit financially from the grant funds; and

WHEREAS, the County’s enabling ordinance provides a “no benefit” provision, however it lacks specific language that would satisfy the requirements of the South Carolina Housing Trust Fund; and

**NOW, THEREFORE, BE IT ORDAINED** by the Beaufort County Council, that Section 46-92 paragraph (c) of the Beaufort County Code of Ordinances is hereby amended by adding the following text:

*“No employee, agent, consultant, Board member or officer of the Beaufort County Disabilities and Special Needs Department may obtain a financial interest or benefit from the South Carolina State Housing Finance and Development Authority program, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder during one’s tenure, or for one (1) full year thereafter. Nor shall an immediate family member or business associate of an employee agent, consultant, Board member or officer, or any organization which employs or is about to employ such employee, agent, consultant, Board member or officer, obtain*

*a financial interest or benefit from the transaction or contract of the Beaufort County Disabilities and Special Needs Department related to participation in any South Carolina State Housing Finance and Development Authority program.”*

Adopted on the \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Interim County Administrator  
Beaufort County Attorney

ATTEST:

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

First Reading, By Title Only: July 23, 2018  
Second Reading: August 27, 2018  
Public Hearing:  
Third and Final Reading:

**ORDINANCE 2018 / \_\_\_\_**

**AN ORDINANCE AMENDING THE EXISTING ORDINANCE FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD TO PROVIDE THAT APPOINTMENTS OF BOARD MEMBERS SHALL BE BY THE GOVERNOR.**

WHEREAS, the Beaufort County Disabilities and Special Needs Board (BCDSNB) is a governmental agency established by Beaufort County Council; and

WHEREAS, the mission of the BCDSNB is “to provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community”; and

WHEREAS, the current enabling ordinance provides for appointments of BCDSNB members by the Beaufort County Council; and

WHEREAS, S.C. Code §44-20-375 provides that appointment of County boards of disabilities and special needs be by the Governor and not by Beaufort County Council.

**NOW, THEREFORE, BE IT ORDAINED**, that Beaufort County Code of Ordinances Section 46-92(a) be amended to delete paragraph (a) and substitute in its place and stead the following:

“(a) The membership of the Board shall be at least seven (7) members, but not more than eleven (11), and shall be nominated by Beaufort County Council and appointed by the Governor pursuant to S.C. Code Ann. Section 44-20-375.”

Adopted on the \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Interim County Administrator  
Beaufort County Attorney

ATTEST:

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Connie L. Schroyer, Clerk to Council

First Reading by Title Only: July 23, 2018

Second Reading: August 27, 2018

Public Hearing:

Third and Final Reading:

DRAFT