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

THOMAS J. KEAVENY, II INTERIM COUNTY ADMINISTRATOR COUNTY ATTORNEY

> CONNIE L. SCHROYER CLERK TO COUNCIL

AGENDA FINANCE COMMITTEE Monday, September 10, 2018

3:00 p.m. Executive Conference Room, Administration Building Beaufort County Government Robert Smalls Complex 100 Ribaut Road, Beaufort

Staff Support:

Suzanne Gregory, Employee Services Director Alicia Holland, CPA, Assistant County Administrator, Finance Chanel Lewis, CGFO, Controller

RICK CAPORALE MICHAEL E. COVERT

D. PAUL SOMMERVILLE

CHAIRMAN

GERALD W. STEWART VICE CHAIRMAN

COUNCIL MEMBERS

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

> Committee Members: Jerry Stewart, Chairman Michael Covert, Vice Chairman Rick Caporale Gerald Dawson Brian Flewelling Steven Fobes Stu Rodman

- 1. CALL TO ORDER 3:00 P.M.
- 2. DISCUSSION / FUNDING ASSISTANCE IN DEVELOPING WRIGHT FAMILY PARK AND CALHOUN STREET DOCK (TOWN OF BLUFFTON) (backup)
- 3. DISCUSSION / MCIP AGREEMENT WITH JASPER COUNTY (PROJECT PEACH) (backup)
- 4. PRESENTATIONS / CHAMBERS OF COMMERCE DESIGNATED MARKETING ORGANIZATION (DMO) EXPENDITURES FOR FISCAL YEAR 2017-2018
 A. Beaufort Regional Chamber Of Commerce (backup)
 B. Hilton Head Island – Bluffton Chamber Of Commerce (backup)
- 5. DISCUSSION / POTENTIAL AMENDMENT OF EXISTING ORDINANCE REGARDING PRESENTATION OF ANNUAL BUDGETS AND EXPENDITURES OF DESIGNATED MARKETING ORGANIZATIONS
- 6. SUMMARY / LOCAL (3%) ACCOMMODATIONS TAX FUND AND LOCAL HOSPITALITY TAX FUND OBLIGATIONS (backup)
- 7. UPDATE / AVAILABLE 2018 ACCOMMODATIONS (2% STATE) TAX MONIES (backup)





Agenda – Finance Committee September 10, 2018 Page 2

- 8. INFORMATION / DAUFUSKIE ISLAND FIRE STATION HARDENING GRANT AWARD (backup)
- 9. EXECUTIVE SESSION / POTENTIAL CONTRACT WITH JASPER COUNTY REGARDING A JOINT SHELTER
- 10. MATTERS ARISING OUT OF EXECUTIVE SESSION
- 11. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS A. Accommodations (State 2%) Tax Board / One Vacancy (Hospitality Industry)
- 12. ADJOURNMENT

2018 Strategic Plan Committee Assignments Business License Fee: Direction Economic Development Corporation: Next Steps Sales Tax Referendum 2018 "One Stop" Shop for Business: Expansion FEMA Reimbursement CAFR – Financial Report for 2017 Employee Wellness Program Lisa Sulka Mayor

Larry Toomer *Mayor Pro Tempore*

Marc Orlando Town Manager

August 30, 2018



Council Members Fred Hamilton Dan Wood Harry Lutz

Kimberly Chapman Town Clerk

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.

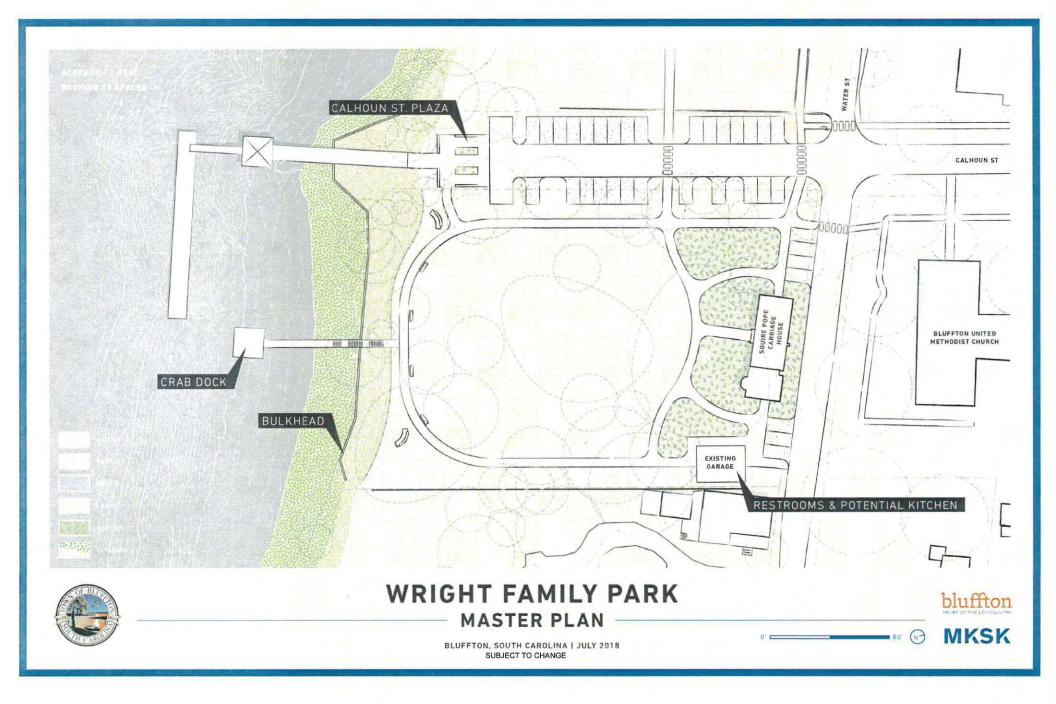
Sincerely,

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)

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



BIRDSEYE PERSPECTIVE

WRIGHT FAMILY PARK MASTER PLAN SUBJECT TO CHANGE

bluffton MKSK







INSPIRATION







bluffton MKSK

Lisa Sulka Mayor

Larry Toomer Mayor Pro Tempore

Marc Orlando Town Manager

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

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



Council Members Fred Hamilton Dan Wood Harry Lutz

Kimberly Chapman Town Clerk 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,

5 the Mars

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)

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Calhoun Street Dock Revised Permit Alignment C. States and the second se

Extended property lines

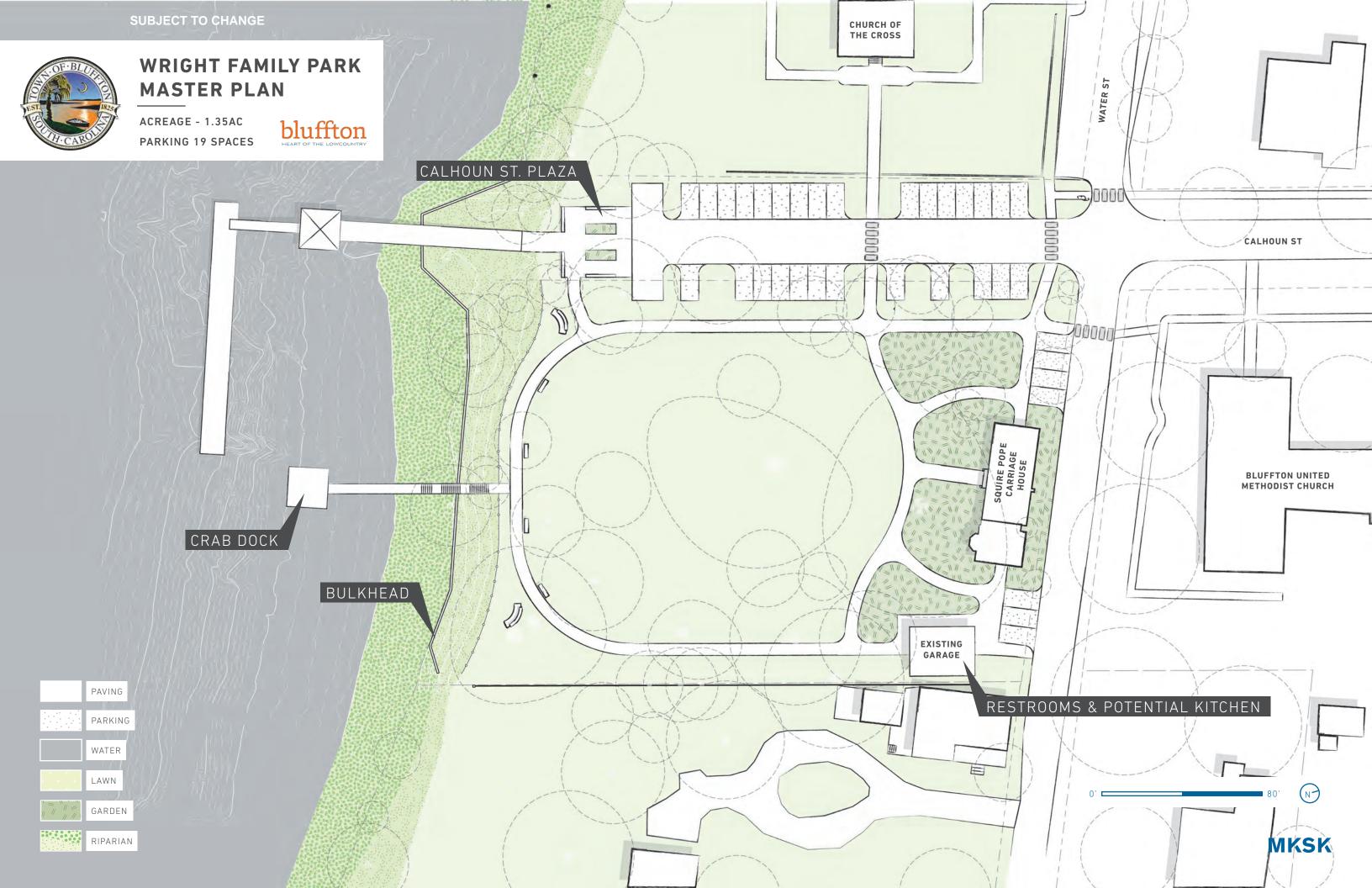
N



20'

Proposed Dock

125' - 0"





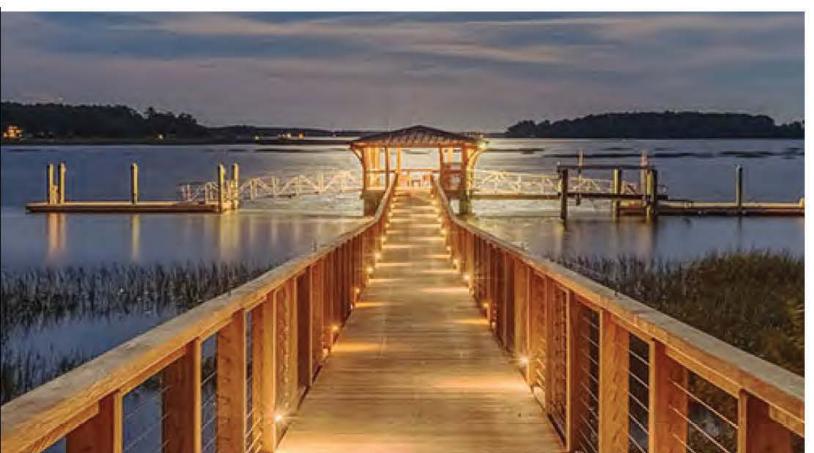
WRIGHT FAMILY PARK MASTER PLAN

SUBJECT TO CHANGE





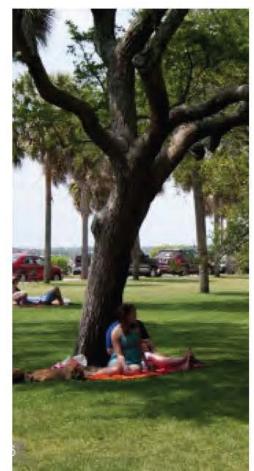




INSPIRATION WRIGHT FAMILY PARK MASTER PLAN

SUBJECT TO CHANGE















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

This Agreement (hereinafter "Agreement") is made and entered into this 21⁵¹ day of 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:

- 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.
 - Operation and improvements of the Property are under the supervisory authority of the Town.
 - Any advertisement, promotion or signage shall include both the Town of Bluffton and Beaufort County Rural and Critical Program as co-sponsors.
 - 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. <u>Hours of Operation</u>: 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.

- b. <u>Special Events</u>: 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. <u>Process of Handling of Special Events</u>: Special Events at the Property will be procedurally and substantively handled like all other Special Events in the Town.
- d. <u>Disposition of Fees from Special Events</u>: 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

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

- 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 aforewritten.

BEAUFORT COUNTY COUNCIL

By:

Gary Kubic County Administrator

TOWN OF BLUFFTON By: 0 Marc Orlando Town Manager

ORDINANCE NO.

AN ORDINANCE ACKNOWEDGING THE TERMINATION OF AN EXISTING MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (RIVERPORT) PURSUANT TO SECTION 4-1-170 OF THE CODE OF SOUTH CAROLINA 1976, AS AMENDED, AND LAWS OF 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 multicounty 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 <u>Exhibit</u> <u>A</u> 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 multicounty 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 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

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 <u>Exhibit A (Jasper)</u>; 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. <u>Binding Agreement.</u> 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. <u>Authorization</u>. 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 <u>Exhibit A</u> 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 <u>Exhibit A</u> 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. <u>Fee in Lieu of Taxes.</u> 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. <u>Allocation of Expenses.</u> 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. <u>Allocation of Revenues.</u> 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. <u>Revenue Allocation within Each County.</u> 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. <u>Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.</u> 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. <u>Assessed Valuation</u>. 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 and by each of the taxing entities within the participating counties.

10. <u>Governing Laws and Regulations.</u> 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. <u>South Carolina Law Controlling.</u> 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. <u>Severability.</u> 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. <u>Counterpart Execution</u>. This Agreement may be executed in multiple counterparts.

14. <u>Additional Parties.</u> 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. <u>Term; Termination.</u> (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 30th day after provision or payment in full, or termination, of all special source revenue or infrastructure credits due with respect to Park property.

16. <u>Law Enforcement Jurisdiction</u>. 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.

The remainder of this page intentionally left blank.

Exhibit B (Beaufort)

BEAUFORT COUNTY PROPERTY

None.

The remainder of this page intentionally left blank.

<u>REI</u> 1.	FERENCE PLATS BOUNDARY MAP OF H.R. WILLIAMS TRACT. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: J. DEAN GOWEN, RLS		FERENCE PLATS PLAT OF THE HAR INTERNATIONAL PA
2.	A SURVEY OF PURRYSBURG STATION TOWER SITE #SVG 974-2		BEING PORTIONS O BOUNDARY MAP NO PREPARED BY: CH
	JASPER COUNTY, SOUTH CAROLINA PREPARED BY: CHARLES W. TUTEN, JR., PLS DATED: FEBRUARY 9, 2000 A SURVEY FOR UNION CAMP CORPORATION OF 200.03 ACRES	33.	DATED: DECEMBER SOUTH CAROLINA S PROPOSED STATE DKT. NO. 27.239-RD
4.	BEING A PORTION OF THE ARGENT LUMBER COMPANY TRACT. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: LAMAR O. REDDICK, RLS DATED: MAY 25, 1988 A SURVEY FOR UNION CAMP CORPORATION OF JG ACRES LYING ON THE SOUTHEAST SIDE OF OLD U.S. HIGHWAY 17. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEW J AMAR ANDERSON BLS	74	RT. 170 DKT. NO. 27.243-RE DATED: MAY 5, 194
5	JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: FEBRUARY 23, 1976 A SURVEY FOR UNION CAMP CORPORATION OF 61.85 ACRES.	54.	PROPOSED STATE F.A.P. NO. S-2382(I S.P. NO. C-331 (RD.
0.	JAPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: DECEMBER 3, 1975		FILE NO. 27.330 (R RD. NO. S-203 AND RD. S-203 FROM RI
6.	A SURVEY OF LAND OWNED BY THE U.S. DEPARTMENT OF THE INTERIOR OF 59.69 ACRES. JASPER COUNTY, SOUTH CAROLINA		RD. S-220 FROM R JASPER COUNTY DATED: JULY 19, 19
7.	PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: JANUARY 16, 1978 A SURVEY FOR UNION CAMP CORPORATION OF 24.04 ACRES.	35.	SOUTH CAROLINA S PROPOSED STATE DKT. NO. 27.273 RD
	JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: FEBRUARY 25, 1980		JASPER COUNTY FF DATED: APRIL 9, 19 SOUTH CAROLINA
ο.	A SURVEY OF LAND OWNED BY UNION CAMP CORPORATION BEING 12.60 ACRES LYING NORTHWEST OF HARDEEVILLE. JASPER COUNTY, SOUTH CAROLINA		PROPOSED STATE I U.S. PUBLIC WORKS JASPER COUNTY SE TILLMAN DATED AU
9.	LYING NORTHWEST OF HARDEEVILLE. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: OCTOBER 3I, 1977 BOUNDARY SURVEY FOR SOUTH CAROLINA ELECTRIC & GAS CO.	37.	SOUTH CAROLINA PROPOSED STATE I F.A.P. NOS. GASC.
	ARGENT TRACT UNION CAMP PROPERTY. BEAUFORT COUNTY, SOUTH CAROLINA PREPARED BY: DAVID S. YOUMANS, RLS		FILE NO. 27.326 PT JASPER COUNTY FE DATE: OCTOBER 18,
	DATED: AUGUST 3, 1998 RIGHT-OF-WAY AND TRACK MAP SEABOARD COAST LINE RAILROAD COMPANY	38.	SOUTH CAROLINA S PROPOSED STATE RTE. I-95 JASPER (
11	HARDEEVILLE TO LEVY CONNECTION TRACK. V05318 JASPER COUNTY, SOUTH CAROLINA DATED: DECEMBER 9, 1977 PICHT-OE-WAY AND TRACK MAR SEABOARD COAST LINE RAIL ROAD	39.	OCTOBER II, 1963 I A WETLAND PLAT (DATED: SEPTEMBER
¥.	RIGHT-OF-WAY AND TRACK MAP SEABOARD COAST LINE RAILROAD COMPANY HARDEEVILLE TO LEVY CONNECTION TRACK. VO5319 JASPER COUNTY, SOUTH CAROLINA		A WETLAND PLAT (DATED: MAY 14, 20 A PLAT OF PARCEL
12.	DATED: DECEMBER 9, 1977 RIGHT-OF-WAY AND TRACK MAP ATLANTIC COAST LINE R.R. CO. MAIN LINE-CHARLESTON TO GA. STATE LINE. V00302		HARDEEVILLE TRAC MAY 8, 2007 A PLAT OF PARCEL
13.	JASPER COUNTY, SOUTH CAROLINA DATED: JUNE 30, 1917 RIGHT-OF-WAY AND TRACK MAP ATLANTIC COAST LINE R.R. CO.		PREPARED BY: THO A PLAT OF 1.623 A CAROLINA PREPARI
	MAIN LINE-CHARLESTON TO GA. STATE LINE. V00304 JASPER COUNTY, SOUTH CAROLINA DATED: JUNE 30, 1917	43.	2007 PLAT ENTITLED "A TRACT (5,136.83 AC
14.	BOUNDARY MAP NO. 2 ON EAST BANK OF SAVANNAH RIVER ARGENT LUMBER CO. TRACT, S.C. OWNED BY UNION BAG-CAMP PAPER CORP. TOTAL OF 14,055.89 ACRES.		AND THE L623 ACR JASPER COUNTY, S REVISED 2-11-08, PI
15.	JASPER COUNTY, SOUTH CAROLINA PREPARED BY: J. DEAN GOWEN, RLS A SURVEY OF 49.17 ACRES OF LAND OWNED BY UNION CAMP	44	GEORGIA, CERTIFIEL THE JASPER RECOR BOUNDARY SURVEY
	CORPORATION LYING NORTHWEST OF HARDEEVILLE. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS		DAVID S. YOUMANS,
16.	DATED: SEPTEMBER 18, 1975 PLAT OF LOTS: 37-46 OAKWOOD. JASPER COUNTY, SOUTH CAROLINA		
17.	PREPARED BY: PAUL D. WILDER, RLS DATED: JUNE IO, 1988 SURVEY OF 58.153 ACRES J.F. COBURN ESTATE		
	LOCATED NEAR HARDEEVILLE. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: JOHNSON LAND SURVEYING CO. DATED: JULY 31, 1990		
18.	FINAL PLAT OF LOTS: 1-27 OAKWOOD. JASPER COUNTY, SOUTH CAROLINA		
19.	PREPARED BY: LAMAR O. REDDICK, RLS DATED: JUNE IO, 1988 FINAL PLAT OF LOTS: 28-36 & 47-56 OAKWOOD JASPER COUNTY, SOUTH CAROLINA		
20.	PREPARED BY: LAMAR O. REDDICK, RLS DATED: JUNE 10, 1988 A PLAT OF A PARCEL OF LAND SITUATED ABOUT 2 MI. SOUTH OF		
	PURRYSBURG AND CONTAINING 8 ACRES. OWNED BY: WALTER GLOVER SR. JASPER COUNTY, SOUTH CAROLINA		
21.	PREPARED BY: R.L. SENSENBACH, RLS DATED: NOVEMBER 23, 1959 A PLAT OF A PARCEL OF LAND SITUATED IN THE PURRYSBURG SECTION AND BEING $2\frac{1}{3}$ PART OF THE EST. OF MILTON GRIMES OWNED BY: JENNY		
	G. GAYLORD. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: R.L. SENSENBACH, RLS		
22.	PLAN OF A PORTION OF SHERWOOD PLANTATION JASPER COUNTY, SOUTH CAROLINA PREPARD BY: R.L. SENSENBACH, RLS		
23.	DATED: DECEMBER 1962 A SURVEY OF 5.24 ACRES OF LAND OWNED BY UNION CAMP CORPORATION.		FLOOD NOT
	JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: JUNE 25, 1975		ACCORDING TO FALL WITH A I ZONE EXPLA
24	A MAP OF A 4.00 ACRES PARCEL CUT FROM LANDS N/F OF JERRY JAMES. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: RICHARD KESSELRING, RLS		A AREAS B AREAS FLOOL
25.	PREPARED BY: RICHARD KESSELRING, RLS DATED: JULY 17, 1994 . PLAT OF LOT 4 OF A SUBDIVISION OF A PORTION OF SHERWOOD PLANTATION, HARDEEVILLE.		ONE S AI-A30 AREAS C AREAS
	JASPER COUNTY, SOUTH CAROLINA PREPARED BY: HELMLY & ASSOCIATES, INC. DATED: JUNE 18, 1989		
26	A SURVEY OF 202.14 ACRES OF LAND OWNED BY UNION CAMP CORPORATION. JASPER COUNTY, SOUTH CAROLINA		
27.	PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: NOVEMBER II, 1977 . 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.		DESIGNATI 105
90	JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: SEPTEMBER 8, 1982 A SURVEY OF 6 41 ACRES OF LAND OWNED BY UNION CAMP		106 107
∠8.	. 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.		e01 01
	LANDING. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: JUNE 16, 1976		
29.	A SURVEY OF 39.43 ACRES OF LAND OWNED BY UNION CAMP CORPORATION. JASPER COUNTY, SOUTH CAROLINA		13 14 15
30	PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: NOVEMBER II, 1977 . A PLAT OF 30.89 ACRES OF LAND OWNED BY EDGAR M. COBURN		145
31.	JASPER COUNTY, SOUTH CAROLINA A SURVEY OF 209.54 ACRES OF LAND OWNED BY UNION CAMP CORPORATION.		
	JASPER COUNTY, SOUTH CAROLINA		

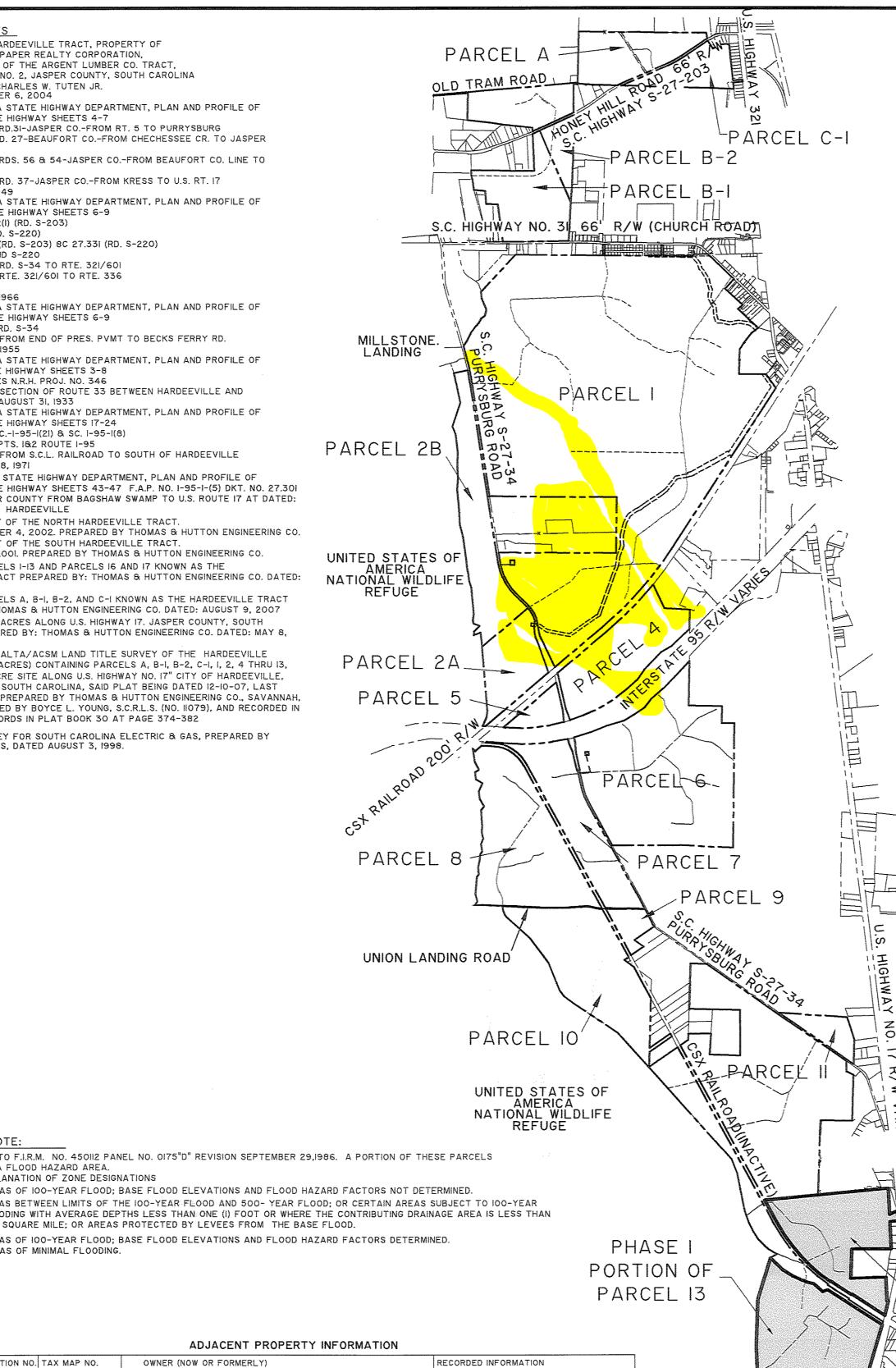
- ARDEEVILLE TRACT, PROPERTY OF PAPER REALTY CORPORATION, OF THE ARGENT LUMBER CO. TRACT, NO. 2, JASPER COUNTY, SOUTH CAROLINA HARLES W. TUTEN JR. R 6. 2004
- STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF HIGHWAY SHEETS 4-7 RD.3I-JASPER CO.-FROM RT. 5 TO PURRYSBURG 27-BEAUFORT CO.-FROM CHECHESSEE CR. TO JASPER
- RDS. 56 & 54-JASPER CO.-FROM BEAUFORT CO. LINE TO
- RD. 37-JASPER CO.-FROM KRESS TO U.S. RT. I7
- STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF HIGHWAY SHEETS 6-9
- (I) (RD, S-203) S-220)
- RD. S-203) 8C 27.33I (RD. S-220) D S-220
- RD. S-34 TO RTE. 321/601 RTE. 321/601 TO RTE. 336
- STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF HIGHWAY SHEETS 6-9 RD. S-34
- ROM END OF PRES. PVMT TO BECKS FERRY RD.
- STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF HIGHWAY SHEETS 3-8 (S N.R.H. PROJ. NO. 346
- SECTION OF ROUTE 33 BETWEEN HARDEEVILLE AND UGUST 31. 1933 STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF HIGHWAY SHEETS 17-24
- .-I-95-I(2I) & SC. I-95-I(8) PTS. 18:2 ROUTE 1-95
- ROM S.C.L. RAILROAD TO SOUTH OF HARDEEVILLE 18, 1971 STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF
- HIGHWAY SHEETS 43-47 F.A.P. NO. 1-95-1-(5) DKT. NO. 27.301 COUNTY FROM BAGSHAW SWAMP TO U.S. ROUTE I7 AT DATED: HARDEEVILLE
- OF THE NORTH HARDEEVILLE TRACT. ER 4, 2002. PREPARED BY THOMAS & HUTTON ENGINEERING CO.
- OF THE SOUTH HARDEEVILLE TRACT.
- OOL PREPARED BY THOMAS & HUTTON ENGINEERING CO. ELS I-I3 AND PARCELS IG AND I7 KNOWN AS THE ACT PREPARED BY: THOMAS & HUTTON ENGINEERING CO. DATED:
- ELS A, B-I, B-2, AND C-I KNOWN AS THE HARDEEVILLE TRACT OMAS & HUTTON ENGINEERING CO. DATED: AUGUST 9, 2007
- ACRES ALONG U.S. HIGHWAY 17. JASPER COUNTY, SOUTH RED BY: THOMAS & HUTTON ENGINEERING CO. DATED: MAY 8,
- "ALTA/ACSM LAND TITLE SURVEY OF THE HARDEEVILLE ACRES) CONTAINING PARCELS A, B-I, B-2, C-I, I, 2, 4 THRU 13, CRE SITE ALONG U.S. HIGHWAY NO. 17" CITY OF HARDEEVILLE. SOUTH CAROLINA, SAID PLAT BEING DATED 12-10-07, LAST PREPARED BY THOMAS & HUTTON ENGINEERING CO., SAVANNAH, ED BY BOYCE L. YOUNG, S.C.R.L.S. (NO. 11079), AND RECORDED IN RDS IN PLAT BOOK 30 AT PAGE 374-382
- EY FOR SOUTH CAROLINA ELECTRIC & GAS, PREPARED BY S. DATED AUGUST 3, 1998.

FLOOD HAZARD AREA. ANATION OF ZONE DESIGNATIONS

- AS OF IOO-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.
- SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

AS OF IOO-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED. AS OF MINIMAL FLOODING.

DESIGNATION NO.	TAX MAP NO.	OWNER (NOW OR FORMERLY)	RECORDED INFORMATION
105	039-00-01-003	LOW COUNTRY GOLF INVESTORS INC.	DB:153/249 PB:21/426
106	039-00-01-047	ANDREW BROWN, ETAL	0RB: 628/97 PB: 25/17
107	039-00-01-016	POWER GROUP, LLC	ORB: 618/42 PB: 30/298
109	039-00-01-018	SNYDER, MARK C & CHERI S TO MARGARET DOYLE	ORB:445/35 PB:17/137
110	039-00-01-019	SLF III HARDEEVILLE, LLC & SLF III SC EAST ARGENT, LLC	ORB: 645/96 PB: 30/374
I	039-00-01-020	SIMMONS, J THOMAS & LILLIE MAE	DB:87/423 PB:17/137
112	039-00-01-021	GERMAN, GERALD	S/D 051
113	039-00-01-022	GLEN FRAZIER & JAMES, MARY	NO DEED IN JASPER COUNTY
4	039-00-01-023	GERMAN, GERALD	DB:87/681 PB:25/359
115	039-00-01-026	STONE, DENNIS A SR. & WANDA MAREESE	DB:271/92 PB:20/13
145	038-00-01-003	UNITED STATES OF AMERICA	DB:162/92



SCHEDULE B - SECTION 2 EXCEPTIONS: FILE NO: 199998-0132A-15SFR - EFFECTIVE DATE: JULY 29, 2015.

- AMENDMENTS THERETO. (AFFECTS PARCEL 13)
- 6. INTENTIONALLY DELETED
- AND PARTIAL RESTATEMENT OF DEVELOPMENT AGREEMENT RECORDED IN BOOK 771 AT PAGE I(AFFECTS ENTIRE TRACT). 8. INTENTIONALLY DELETED
- IO. STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR JASPER COUNTY ORDINANCE NO. 2014-23 RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 888 AT PAGE 379.(AFFECTS ENTIRE TRACT
- RECORDS IN BOOK 828 AT PAGE 150, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 491.(AFFECTS PARCEL I2)
- RECORDS IN BOOK 828 AT PAGE 142, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 490.(NOT APPLICABLE)
- RECORDS IN BOOK 828 AT PAGE 134, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 489.(NOT APPLICABLE) 14. WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY
- RECORDS IN BOOK 828 AT PAGE 126, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 488.(AFFECTS PARCEL 12) 15. INTENTIONALLY DELETED
- COMPUTING THE EXACT AMOUNT OF ACREAGE CONTAINED THEREIN.
- COUNTY RECORDS IN PLAT BOOK 30 AT PAGES 374-382 DISCLOSES THE FOLLOWING: AS TO PARCEL I:
- a. DRAINAGE DITCH EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 84 AT PAGE 2148.(NOT APPLICABLE)
- b. CHANNEL IMPROVEMENT EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 66 AT PAGE 128.(NOT APPLICABLE)
- APPLICABLE)
- d. 20' ACCESS EASEMENT TO THE 0.45 ACRE CEMETERY. (NOT APPLICABLE) AS TO PARCEL 6:
- DATED JULY 21,2000 BETWEEN SUSTAINABLE FORESTS, LLC AND AMERICAN TOWER, L.P.(NOT APPLICABLE) f. ROADWAYS ENTITLED "DODGE TRAM RD.," 'BOOKER ROAD," AND ALL REFERENCES TO "EARTH ROAD (TYPICAL)." (NOT APPLICABLE)
- AS TO PARCEL 7:
- 9. ROADWAYS ENTITLED "DODGE TRAM RD.," AND 'EARTH ROAD (TYPICAL)." (NOT APPLICABLE) AS TO PARCEL 8:
- h. ROADWAY ENTITLED "EARTH ROAD." (NOT APPLICABLE)
- AS TO PARCEL IO:
- i. ROADWAY ENTITLED "HILTON DODGE ROAD."(NOT APPLICABLE)
- AS TO PARCEL 12:
- j. CART PATH AND TEE BOX ENCROACHMENTS.(AFFECTS TRACT AS SHOWN) k. ROADWAYS ENTITLED "CHISHOLM SPUR, "CHISHOLM RD.," "OLD BAILEY RD." AND "BAILEY SPUR." (AFFECTS TRACT AS SHOWN)
- AS TO PARCEL 13:
- RIGHT OF INGRESS, EGRESS, AND REGRESS THERETO.(AFFECTS TRACT AS SHOWN) m. ROADWAYS ENTITLED "OLD BAILEY ROAD," "HOG PEN ROAD," AND "EARTH ROAD (TYPICAL)." (AFFECTS TRACT AS SHOWN)
- AS TO PARCEL A:
- o. ROADWAYS ENTITLED "EARTH ROAD (TYPICAL)" AND "OLD TRAM ROAD." (NOT APPLICABLE)
- AS TO PARCELS B-I AND B-2:
- q. ROADWAY ENTITLED "EARTH ROAD (TYPICAL)." (NOT APPLICABLE) AS TO PARCEL C-I:
- r. ROADWAY ENTITLED "EARTH ROAD (TYPICAL)." (NOT APPLICABLE) 18. RIGHTS OF OTHERS IN AND TO ALL ROADWAYS MENTIONED ABOVE. (NOT APPLICABLE)
- AS TO PARCEL I
- APPLICABLE) 20. CHANNEL IMPROVEMENT EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 66 AT PAGE 128 (AS SHOWN ON PLAT CITED ABOVE AS ITEM -B).(NOT APPLICABLE)
- AS TO PARCEL A:
- ABOVE AS ITEM -P).(NOT APPLICABLE) AS TO PARCEL B-I:
- PLAT IS RECORDED IN PLAT VOLUME 27 AT PAGES 416-421, JASPER COUNTY RECORDS.(AFFECTS PARCELS 12 AND 13)
- AS TO ALL PARCELS:
- BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.(AFFECTS ENTIRE TRACT) 25. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE JASPER COUNTY RECORDS.(AFFECTS ENTIRE TRACT)

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 AS OF THE DATE OF FIELD SURVEY. 17. RECENT CONSTRUCTION OF A PORTION OF ENTRANCE ROAD ON PARCEL 12 AS OF THE DATE OF FIELD SURVEY.

18. NO OBSERVABLE EVIDENCE ON PARCELS OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AS OF THE DATE OF FIELD SURVEY. A PHASE I ENVIRONMENTAL ASSESSMENT BY NEWKIRK ENVIRONMENTAL INC. DATED FEBRUARY 16, 2012 ALSO FOUND NO EVIDENCE OF THESE ITEMS.

20(a). NO OBSERVABLE EVIDENCE OF IMPROVEMENTS WITHIN ANY OFFSITE EASEMENTS OR SERVITUDES BENEFITTING THE SURVEYED PROPERTY. NO RECORD DOCUMENTS PROVIDED TO THE SURVEYOR INDICATING THESE OFFSITE EASEMENTS OR SERVITUDES.

PHASE 2 PORTION OF PARCEL 12

- GENERAL NOTES:
- SYSTEM (NAD83).

- PROPER PERMIT APPLICATIONS AND APPROVAL.
- BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
- PURPOSES ONLY.

- DEVELOPMENT, REED DEVELOPMENT, INC.

5. DECLARATION OF RESTRICTIVE COVENANTS (WETLANDS-RIVERPORT PHASE I) RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 805 AT PAGE 386, AND ALL

7. DEVELOPMENT AGREEMENT (HARDEEVILLE TRACT) BY AND BETWEEN COPPER STATION HOLDINGS, LLC AND THE CITY OF HARDEEVILLE, SOUTH CAROLINA, RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 423 AT PAGE (AFFECTS ENTIRE TRACT); ASSIGNMENTS AND ASSUMPTION OF OWNER RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT RECORDED IN BOOK 430 AT PAGE 272(AFFECTS ENTIRE TRACT) AND BOOK 645 AT PAGE IOI(AFFECTS ENTIRE TRACT); PARTIAL ASSIGNMENTS AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT RECORDED IN BOOK 645 AT PAGE 83(DOES NOT AFFECT), AND BOOK 702 AT PAGE IDI(AFFECTS ENTIRE TRACT): COVENANT AND AGREEMENT RECORDED IN BOOK 708 AT PAGE IZO(DOES NOT AFFECT); AND FIRST AMENDMENT TO

9. EASEMENT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 879 AT PAGE 154.(AFFECTS PARCEL 12)

IL WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY

12. WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY

13. WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY

IG. THIS POLICY AFFORDS ASSURANCE AS TO THE LOCATION OF THE BOUNDARY LINES OF THE LAND, BUT DOES NOT INSURE THE ENGINEERING CALCULATIONS IN

17. PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY OF THE HARDEEVILLE TRACT (5,136.83 ACRE) CONTAINING PARCELS A, B- I, B-2, C-I, I,2, 4 THRU I3, AND THE 1.623 AC. SITE ALONG U.S. HIGHWAY NO. 17," CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, SAID PLAT BEING DATED 1210/07,LAST REVISED 2/11/08, PREPARED BY THOMAS & HUTTON ENGINEERING CO., SAVANNAH, GEORGIA, CERTIFIED BY BOYCE L. YOUNG, S.C.R.L.S. (NO. 11079), AND RECORDED IN THE JASPER

C. ROADWAYS ENTITLED "FORT HOWARD RD.," "TRAILER PARK RD.," "TRAILER PARK SPUR," "GUMBO ROAD," "WILLIAMS ROAD, AND "EARTH ROADS (TYPICAL).(NOT

e. .23 ACRE TOWER SITE # SVG 974-2, 20' ACCESS EASEMENT AND UTILITY EASEMENT ALONG EARTH ROAD PURSUANT TO THAT UNRECORDED OPTION TO LEASE

I. RIGHTS OF OTHERS IN AND TO THE TITLE TO THAT PORTION OF THE LAND WITHIN THE BOUNDARY OF THE CEMETERY LOCATED ON THE LAND, TOGETHER WITH THE

p. 60' ACCESS EASEMENT TO COASTAL CONCRETE INC. RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 154 AT PAGE 289.(NOT APPLICABLE)

19. DRAINAGE DITCH EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 84 AT PAGE 2148 (AS SHOWN ON PLAT CITED ABOVE AS ITEM -A).(NOT

21. 60' ACCESS EASEMENT TO COASTAL CONCRETE INC. RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 154 AT PAGE 289 (AS SHOWN ON PLAT CITED

22. EASEMENT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 796 AT PAGE 476.(NOT APPLICABLE) 23. THERE IS A SCRIVENER'S ERROR IN DEED FROM INTERNATIONAL PAPER REALTY CORPORATION TO COPPER STATION HOLDINGS, LLC, DATED DECEMBER 20, 2004 AND RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 309 AT PAGE 106, AND DEED FROM COPPER STATION HOLDINGS, LLC. TO JPR LAND CO., LLC. DATED MAY 19, 2006, AND RECORDED MAY 25, 2006 IN BOOK 430 AT PAGE 237. THE SCRIVENER'S ERROR IS LOCATED IN THE LEGAL DESCRIPTION FOR THE PLAT ENTITLED "PLAT OF HARDEEVILLE TRACT, PROPERTY OF INTERNATIONAL PAPER REALTY CORPORATION, BEING PORTIONS OF THE ARGENT LUMBER CO. TRACT, BOUNDARY MAP NUMBER 2, JASPER COUNTY, SOUTH CAROLINA." THE LEGAL SHOWS THE PLAT RECORDED IN PLAT VOLUME 27 AT PAGES 412-421; HOWEVER, THE

24. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE SUBSEQUENT TO FEBRUARY II, 2008 THAT WOULD

. 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

3. THE COMBINED STATE PLANE COORDINATED-SEA LEVEL REDUCTION FACTOR IS I.OOOIII64. 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 1.623 AC. 039-00-01-019. 5. 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 II-21-13). LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT

6. 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-EXSITENCE OF ANY

7. EARTH ROADS SHOWN WERE DERIVED FROM AERIAL PHOTOGRAPHY. 8. ANYTHING SHOWN OUTSIDE THE BOUNDARIES OF THE PARTICULAR PARCELS PLATTED ARE FOR ILLUSTRATIVE

9. BORROW PIT LOCATIONS SHOWN LOCATED USING GPS TECHNOLOGY.

IO. THE TITLE COMMITMENT WAS FURNISHED BY "COMMONWEALTH LAND TITLE INSURANCE COMPANY", FILE NO. 199998-00132A-15SFR, COMMITMENT EFFECTIVE DATE: JULY 29, 2015 AT 8:00 A.M.,

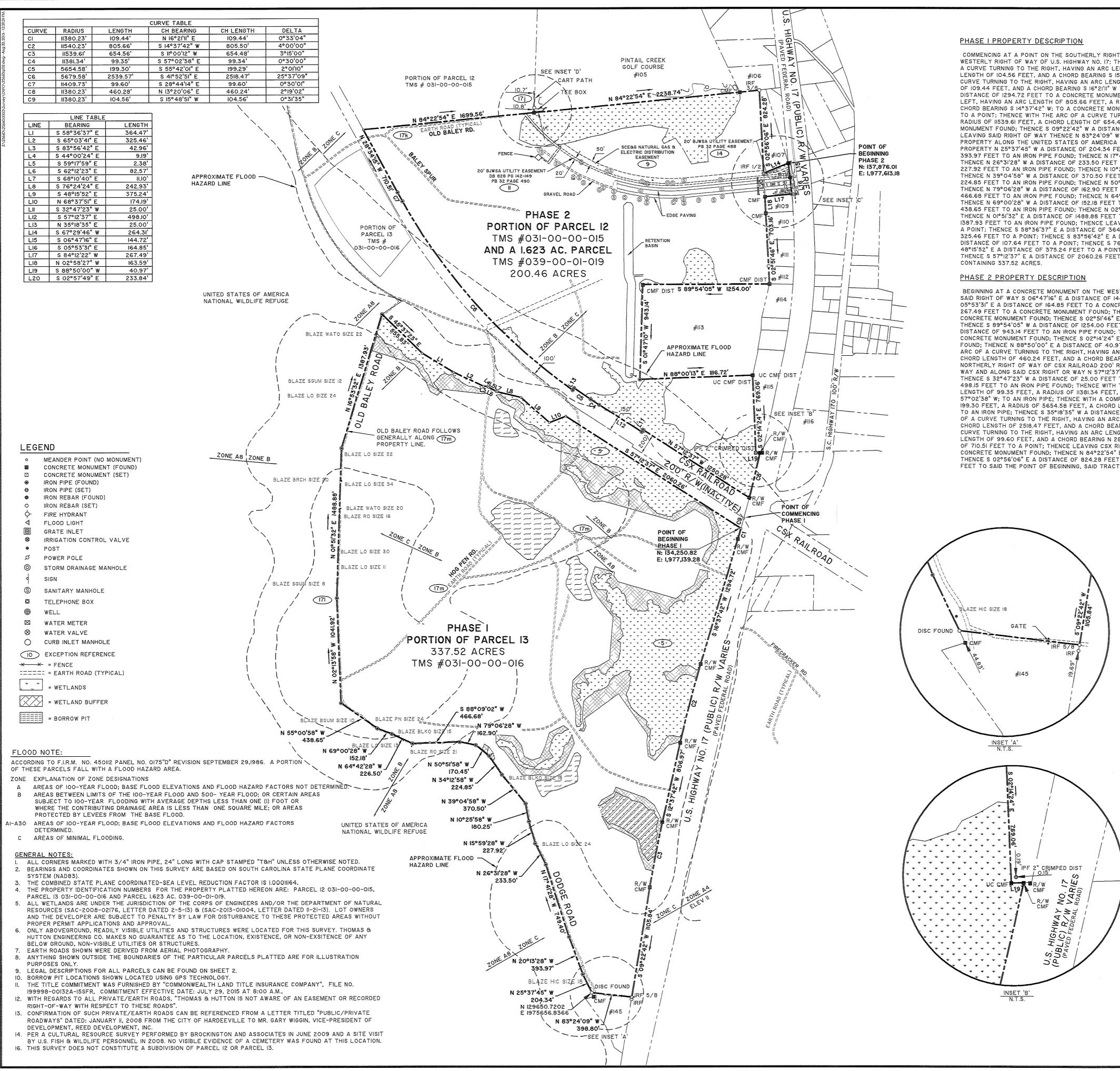
IL WITH REGARDS TO ALL PRIVATE/EARTH ROADS, "THOMAS & HUTTON IS NOT AWARE OF AN EASEMENT OR RECORDED RIGHT-OF-WAY WITH RESPECT TO THESE ROADS". 12. CONFIRMATION OF SUCH PRIVATE/EARTH ROADS CAN BE REFERENCED FROM A LETTER TITLED "PUBLIC/PRIVATE

ROADWAYS" DATED: JANUARY II, 2008 FROM THE CITY OF HARDEEVILLE TO MR. GARY WIGGIN, VICE-PRESIDENT OF 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.

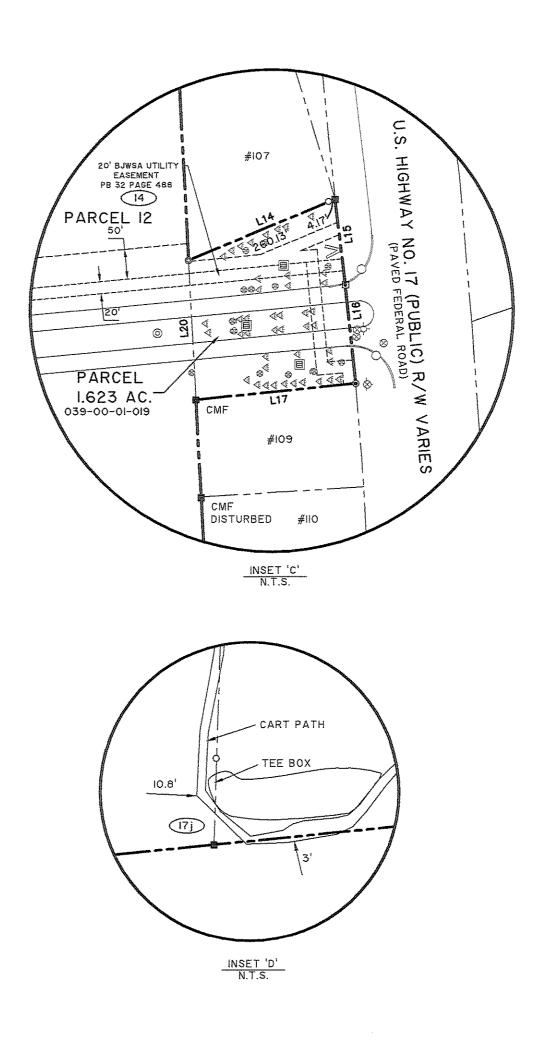
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ALTA/ACSM CERTIFICATION TO: SLF III - HARDEEVILLE, LLC. A TEXAS LIMITED L	
COMPANY, COMMONWEALTH LAND TITLE INSURANCE AND BANK OF THE OZARKS, ITS SUCCESSORS AND A	COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND 1	
ON WHICH IT IS BASED WERE MADE IN ACCORDANC 2011 MINIMUM STANDARD DETAIL REQUIREM	E WITH THE ENTS FOR
ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTAB ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEM	S I, 2, 3, 4,
<u>6α, 8, 11α, 13, 14 16, 17, 18, 19 & 20α</u> OF TABLE A THE FIELD WORK WAS COMPLETED ON JUNE 25, 2015.	REOF. THE
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WRIGHT C. POWERS, JR. LICENSE NO. 19895 SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR	
ALTA/ACSM LAND TITLE SU	JRVEY

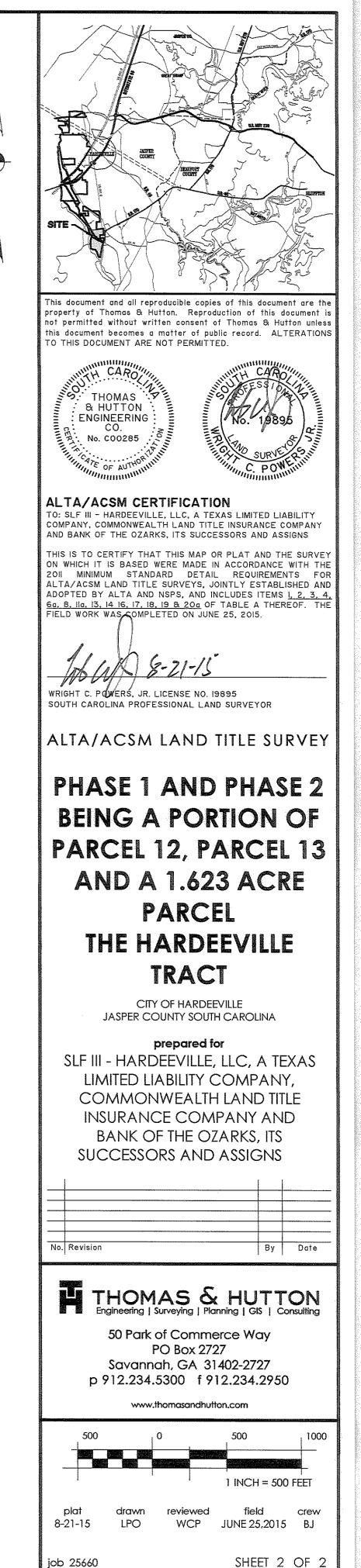
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COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF CSX RAILROAD 200' RIGHT OF WAY (INACTIVE) AND THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 17; THENCE ALONG SAID ROAD RIGHT OF WAY; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 104.56 FEET, A RADIUS OF 11380.23 FEET, A CHORD LENGTH OF 104.56 FEET, AND A CHORD BEARING S 15°48'51" 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 11380.23 FEET, A CHORD LENGTH OF 109.44 FEET, AND A CHORD BEARING S 16°21'II" W TO A CONCRETE MONUMENT FOUND: THENCE S 16°37'42" W A DISTANCE OF 1294.72 FEET TO A CONCRETE MONUMENT FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 805.66 FEET, A RADIUS OF 11540.23 FEET, A CHORD LENGTH OF 805.50 FEET, AND A CHORD BEARING S 14°37'42" 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 1539.61 FEET, A CHORD LENGTH OF 654.48 FEET, AND A CHORD BEARING S 11º 00'12" W: TO A CONCRETE MONUMENT FOUND; THENCE S 09°22'42" W A DISTANCE OF 1105.84 FEET TO A 5/8" IRON REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY THENCE N 83°24'09" W A DISTANCE OF 398.80 FEET TO A DISC FOUND 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 26°31'28" W A DISTANCE OF 233.50 FEET TO AN IRON PIPE FOUND; THENCE N 15°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 79°06'28" 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°00'28" W A DISTANCE OF 152.18 FEET TO AN IRON PIPE FOUND; THENCE N 55°00'58" W A DISTANCE OF 438.65 FEET TO AN IRON PIPE FOUND; THENCE N 02°13'58" 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 16°53'32" E A DISTANCE OF 1387.93 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 34.88 FEET TO A POINT; THENCE S 62°12'23" E A DISTANCE OF 107.64 FEET TO A POINT; THENCE S 76°24'24" E A DISTANCE OF 247.63 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 57°12'37" E A DISTANCE OF 2060.26 FEET TO SAID POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND

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°58'27" E 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 89°54'05" W A DISTANCE OF 1254.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 01°47'10" 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 II380.23 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 OR WAY N 57°12'37" 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 57°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 11381.34 FEET, A CHORD LENGTH OF 99.34 FEET, AND A CHORD BEARING N 57°02'38" W; TO AN IRON PIPE; 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; 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 2518.47 FEET, AND A CHORD BEARING N 41°52'51" W;TO AN IRON PIPE; 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; THENCE N 28°34'15" 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 824.28 FEET TO A IRON PIPE; THENCE N 67°29'46" E A DISTANCE OF 264.31 FEET TO SAID THE POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 200.46 ACRES.





BEAUFORT

PORT ROYAL 🗣 SEA ISLANDS

Memo to County Council Finance Committee

Date: September 10, 2018 RE: 2018/2019 Budget

Revenues

City and County DMO State 2% - We project a 5% increase in state accommodation tax revenue over 2017 budgeted numbers.

Grants - We anticipate a 19% increase based on 2017/2018 grant allocations from City, County and SCPRT.

Marketing Sales - This is the largest drop YoY and serves as a true correction to the current marketplace. We anticipate that this could be a larger return over budget if we pursue additional staffing.

Other Sales - Switching out inventory. Introducing Local artist, Visit Beaufort #innercoastal merchandise.

Expenses

The following are brief explanations of significant variances between budgeted items for 2018 County Finance Presentation (2018/2019 compared to 2017/2018.)

Personnel - Reallocating expense line items out of this section reduces personnel expense by 11%. We are increasing Part Time staff allocations to allow for Visitor Services Coordinator to be hired FY 2018/2019. Former Visitor Services Coordinator was promoted to Director of Destination Development. Health Insurance is the largest adjustment with the new insurance plan being offered through a partnership with the City of Beaufort. Personnel comprises 31% of the budget, significantly less than the industry average for our size DMO (38%-43%).

Advertising - A small reduction has been re-appropriated to other line items. Print advertising has been reduced 26% while Digital has increased 11%. Billboard spend was increased \$6,000 to reflect increase in cost of boards. Additional revenues will offset the drop when available. We have

Telephone/Internet/Utilities - Increase in these line items are a result of the transition into separate accounts from the Chamber of Commerce.

Contract Services - Line items more accurately reflect the changes in operational output. For better clarification and transparency, the operational allotment for financial services was added to this section. Website management as well as website plugs-ins, fulfillment services, and research, fall into this budget category.

BEAUFORT COUNTY UPDATE SEPTEMBER 10, 2018

LUBSCRIPT, SALE IN A REAL PORT OF THE REAL PORT

BEAUFORT

PORT ROYAL 🍆 SEA ISLANDS

inner coastal

Who We Are

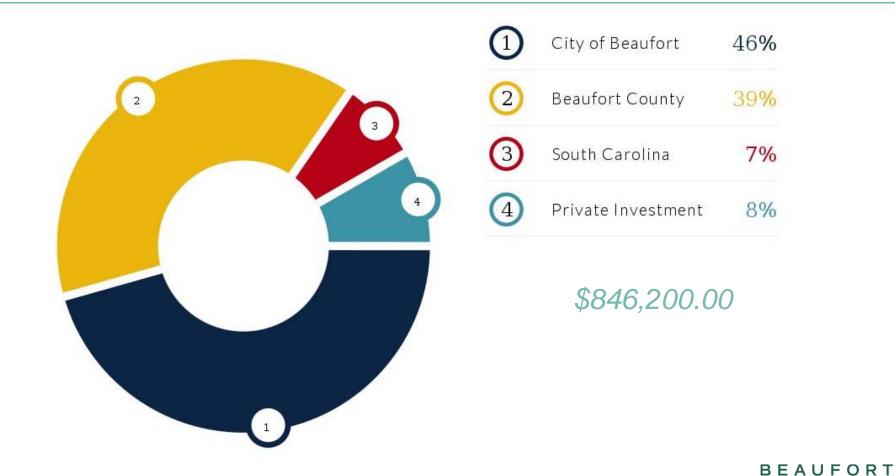
_inner coastal

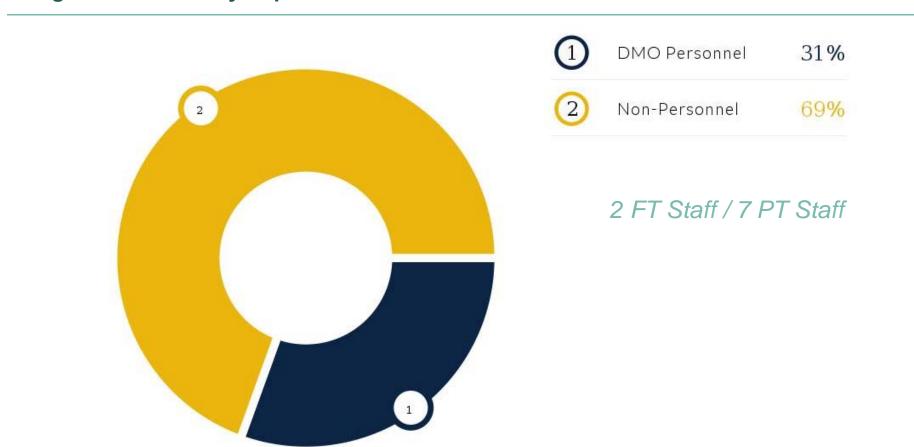
Greater Beaufort-Port Royal CVB is the Designated Marketing Organization (DMO) for the city of Beaufort, the town of Port Royal and the unincorporated Sea Island regions of northern Beaufort County. The CVB produces official travel and tourism information and implements a strategic tourism promotion program to increase awareness of Northern Beaufort County as an attractive vacation, group, meetings and/ or sports travel destination. The CVB also conducts research to measure the impact of travel and tourism on the BEAUFORT PORT ROYAL 🖜 SEA ISL

Budget Breakdown by Investors

inner coastal

PORT ROYAL 🍗 SEA ISLANDS





Budget Breakdown by Expense



inner coastal

Promotional Budget Breakdown

inner coastal





Travel Intenders | Print

inner coastal



Placement includes:

- 1/6 page ad in the Travel Planner—South Atlantic edition (GA, FL, SC) in April
 2019
- Circulation of 629,000 in the South Atlantic editions (GA, FL, SC)



COASIAL LIVING

PEatimated number of loads based on historical CPL of \$11: 480

- 1/3 page ad in the September issue, "Beach House Must-Haves/Idea House"
- Circulation of 440,000 in the Eastern United States region
- Includes print and digital listing



Estimated number of loads based on bistorical ODL of 0.24 ± 0.140

Travel Intenders | 2018 Official South Carolina Vacation Guide

inner coas



Advertise in the Vacation Guide to reach our travel intender audience across the state of South Carolina, showcasing **Beaufoetnaise Includy** destination while the audience is relating abidite acide integration of the state.

- The guide is available in print, online, and through a mobile-friendly app version
- Includes listing on DiscoverSouthCarolina.com to collect leads
- Includes print and digital listing
- Estimated number of leads based on historical CPL of \$10: 722



Travel Intenders | Digital

inner coas



GroundTruth

formerly xA

Placement includes:

• Desktop and mobile banners on North and South Carolina content,

Beaufort destination content, and Coastal SC destination content

- On-site and offsite retargeting/audience extension
- Flight dates for digital: September-November and February-May



- Potalimityreasjeting 5/78 see for museums, theaters, monuments and parks
- · Audience targeting to "entertainment enthusiasts" and "leisure travelers"
- Total impressions: 5,576,000
- · Flight dates of August-November and February-May



Enriching Moments | Digital

SOJERN

inner coastal

Optimization placement:

• Targeting those within a five hour driving distance, with a focus on Charlotte and

Atlanta, that are showing travel behavioral intent/interest to travel to Beaufort or a

competitive destination.

· Targeting includes smart retargeting, prospect targeting, and contextual targeting

those interested in arts and culture, history and outdoor experiences

Total impressions: 3,546,099

Optimization placement:

- · Flight dates of September-October and February-April
- Flight dates of September-October
 Added value: Sojern and Beaufort audience crossover and travel search and
- Estimated total clicks: 4,000
 purchase analytics





Travel Intenders | Google Paid Search

inner coasta



Optimization recommendation:

2018-2019 campaign would include a full audit to maximize dollars and capture all

inquiries, with a goal to lower the cost per click and cost per conversion

· Capitalizing on PR and Media mentions by bidding on article titles and key

phrases, i.e.: "Best small town," "best small southern town"

• 9-month campaign, flighted August-November and January-May according to

keyword search volume and top travel planning times

- Estimated monthly clicks: 4,000
- Estimated total impressions: 540,000

BEAUFORT

Enriching Moments | Social Media Partnership

inner coast



Targeting:

- Targeting those within a four hour driving distance from Beaufort by DMA
- Targeting those with interests in travel ideas, destinations, items and tours, as well as those with interests in entertainment such as films, music, theater and books.
- · Trategest/targetivegrettosecombasatterternaltvarabeioestsvaretkenutsgetraw, alyay fall vacation ideas,



interest in history and participate in outdoor recreational activities.

· Targeting those within a four hour driving distance from Beaufort with a

focus on the metro areas.



Travel Intenders | Billboard Campaign

inner coasta

Advertise along Interstate 95 both North and South bound as

adams well as HWY 17 southbound to reach our travel intender

audience along major traffic arteries. showcasing Beaufort as **Placement includes**:

a nearby destination while the audience is traveling within the

· 2 Billboards along I-95 (Northbound, Southbound)

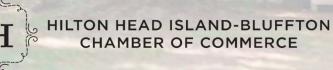
state 17 Southbound

Hwy 21 into Beaufort

BEAUFORT

2018 - 2019

SOUTHERN BEAUFORT COUNTY Marketing Plan





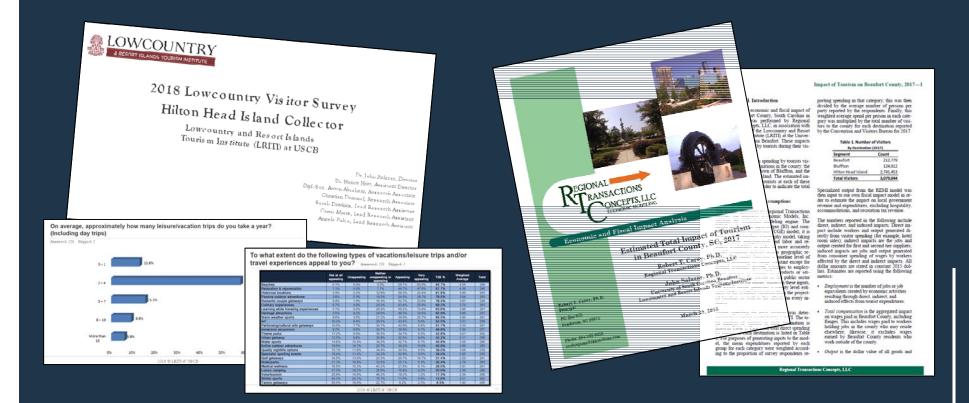


2018-2019 Southern Beaufort County DMO Budget

	Southern Beaufort County DMO
Research & Planning	\$10,153
Social Media & Digital Marketing	\$55,865
Media Partnerships	\$74,586
Destination Assets: Photo & Video Shoots	\$5,000
Insiders/Collateral/Fulfillment	\$15,815
Groups Sales & Marketing	\$2,380
Destination Marketing Ops & Management	\$96,200
Total Expenses	\$260,000

Research & Planning

\$10,153 BUDGETED EXPENSES



Social Media & Digital Marketing

\$55,865 BUDGETED EXPENSES





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Media Partnerships

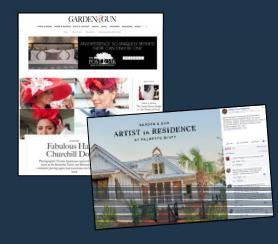
\$74,586 BUDGETED EXPENSES

COASTAL LIVING



GARDENAGUN







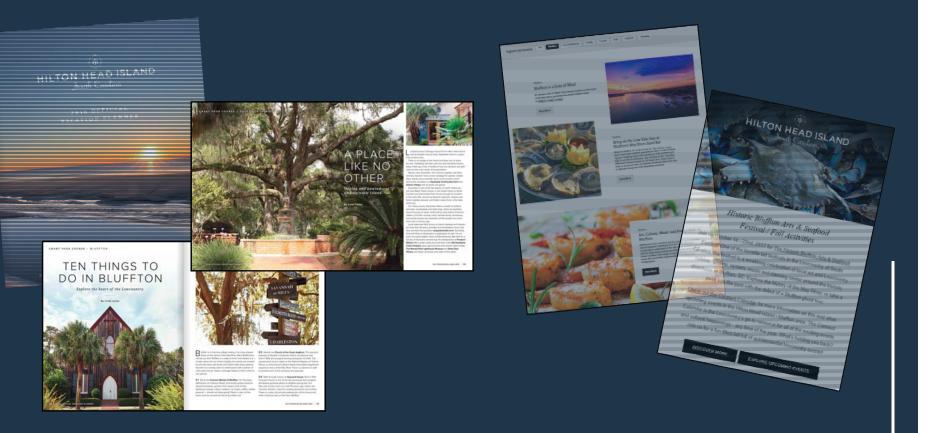
Destination Assets

\$5,000 BUDGETED EXPENSES



Bluffton e-News, Vacation Planner, Fulfillment

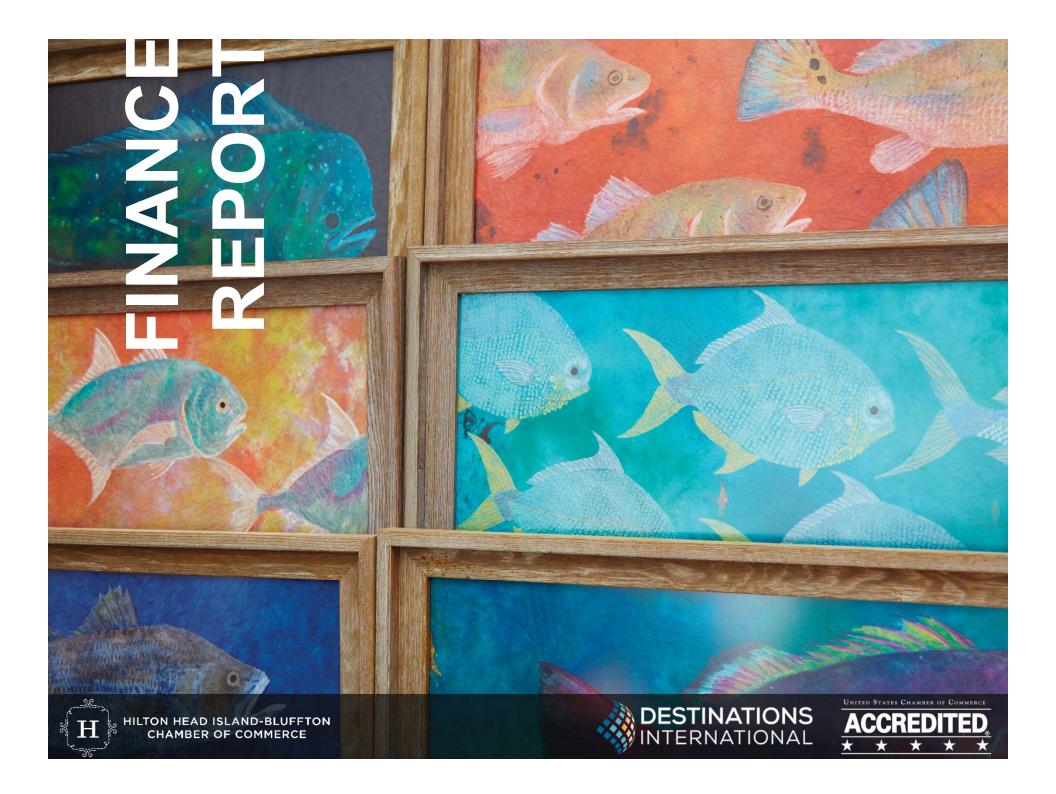
\$15,815 BUDGETED EXPENSES



Group Sales & Marketing

\$2,380 BUDGETED EXPENSES





ATAX Funding: Highlights of Process & Oversight

The marketing plan is developed by the DMO based on national trends, research and destination needs.

The DMO provides regular updates on media hits, marketing performance, research results and other tourism related information to the Beaufort County F&A Committee.

2

The marketing plan, with a detailed budget, is submitted to Beaufort County Clerk.

5-

The Beaufort County Council and key staff are alerted to significant media promotions and initiatives.

The DMO goes before the F&A Committee to present the marketing plan, answer any questions and await approval. 6

An independent, third party, audit is conducted at the completion of the fiscal year.

Beaufort County Spending Schedule - DRAFT

	Beaufort County ATAX
Revenues – Southern BC DMO	\$258,842
Beaufort County Special Grant	-
Total Revenue	\$258,842
Expenses	
Fulfillment	7,574
Vacation Planner	19,917
Digital Promotions – Website/SEO	47,766
Digital Promotions – Social Media	11,620
Garden & Gun	18,000
Trip Advisor	25,000
Coastal Living	21,926
Trade Shows (ABA)	1,545
Daufuskie Marketing	7,202
BC/Bluffton Visitor Research	2,516
Total Direct Marketing Expenses	163,070
Administrative	
Salaries	63,968
Payroll Taxes	4,468
Employee Benefits – 401K	3,198
Employee Benefits – Insurance	6,585
Operations – Other	12,149
Operations – Building Expense	5,404
Total Administrative	95,772
Total Expenses	258,842
Excess of Revenue Over Expenses	0

Financial Wrap-up

- Governance
- Chamber Corporate Structure

CHRIS MCCORKENDALE (Chairman) VP & General Manager, Business Hargray

BILL MILES (President & CEO) Hilton Head Island • Bluffton COC

RONI ALLBRITTON General Manager Shelter Cove Towne Centre

STEVE BIRDWELL President The Sea Pines Resort

DRU BROWN Director of Sales & Marketing The Vacation Company

DAVID BURKE COO Burke's Main Street Pharmacy

JEREMY CLARK Market Chief Executive Officer Hilton Head Regional Healthcare

SUSANA COOK General Manager Park Lane Hotel & Suites

TIM FREISEN

General Manager The Westin HHI Resort & Spa

GREG KELLY Executive Director Savannah/Hilton Head International Airport

WALT NESTER Managing Shareholder, Beaufort County Unit McNair Law Firm

PATRICIA OWEN

President & CEO FACES DaySpa & FACES Lash Studio

DR. AL PANU Chancellor University of SC, Beaufort

JUSTIN RICE Senior Vice President First Citizens Bank

KAREN RYAN Owner/Broker Weichert Realtors Coastal Properties

ANDREW SCHUMACHER Chief Executive Officer Palmetto Dunes P.O.A.

- Inspection Rights
- Partnership

STEVE STAUFFER

Agency Manager BB&T Carswell Insurance Services

TERRY TADLOCK

President Coastal Plains Insurance

CAROLYN VANAGEL President

HHI Motoring Festival & Concours d'Elegance

RAY WARCO

Partner Webster Rogers

JAY WIENDL General Manager Sonesta Resort Hilton Head Island

BAKER WILKINS Principal NAI Carolina Chapter

WARREN WOODARD Director of Sales & Marketing Omni Hilton Head Oceanfront Resort



Beaufort County Local Accommodations Tax (3%) (Ordinance 2009/15) Fiscal Year 2018 (July 1, 2017 - June 30, 2018) Preliminary and Unaudited

_	Operations	County-Wide Advertising	Tourism Infrastructure	River/Beach Access	Reserve Fund	Total
Revenues						
Local Accommodations Tax	<u>\$ 99,896</u>	\$ 350,000	<u>\$ 479,282</u>	\$ 159,761		<u>\$ 1,248,700</u>
Total Revenues	99,896	350,000	479,282	159,761	159,761	1,248,700
Expenditures						
Personnel	52,538	-	-	-	-	52,538
Purchased Services	9,832	-	-	-	-	9,832
Supplies	884	-	-	-	-	884
	63,254	-	-	-	-	63,254
County-Wide Advertising (Ordinance 2009/15)						
Beaufort County Black Chamber of Commerce	-	50,000	-	-	-	50,000
Beaufort Regional Chamber of Commerce	-	150,000	-	-	-	150,000
Hilton Head Island-Bluffton Chamber of Commerce	-	150,000	-		-	150,000
	-	350,000	-	-	-	350,000
Tourism Infrastructure						
Spanish Moss Trail (Phase/Segment 7; Ordinance 2017/26)	-	-	250,000			250,000
	-	-	250,000	-	-	250,000
River/Beach Access						
County Dock and Pier Repairs (Hurricane Matthew; Ordinance 2017/8)	-	-	-	-	47,624	47,624
South Carolina State Park Service (lifeguards)	-	-	-	25,817	-	25,817
Broad River Fishing Pier (Ordinances 2015/13 and 2016/1)	-	-	-	23,500	-	23,500
	-	-	-	49,317	47,624	96,941
Other Subsidies Parks and Leisure Services						
Dixie Boys World Series Baseball Tournament (Ordinance 2017/27)	-	-		-	88,350	88,350
	-	-	-	-	88,350	88,350
Total Expenditures	63,254	350,000	250,000	49,317	135,974	848,545
Excess (deficiency) of revenues over expenditures	36,642	-	229,282	110,444	23,787	400,155
Other Financing Sources						
Federal and State Emergency Management (Disaster Reimbursements)	-	-	-	-	118,067	118,067
Insurance Reimbursements		-			156,479	156,479
Total Other Financing Sources		-		-	274,546	274,546
Net Change in Fund Balance	36,642	-	229,282	110,444	298,333	674,701
Fund Balance, beginning	251,904		947,621	334,541	962,909	2,496,974
Fund Balance, ending	\$ 288,546	<u>\$ -</u>	<u>\$ 1,176,903</u>	\$ 444,985	<u>\$ 1,261,242</u>	\$ 3,171,675
Encumbrances						
Broad River Fishing Pier (Ordinances 2015/13 and 2016/1)	-	-	-	(552,780)	-	(552,780)
City of Beaufort, Whitehall Development (Ordinance 2018/13)	-	-	-	(300,000)	-	(300,000)
Santa Elena parking lot lease (Federal Courthouse; Ordinance 2018/19)		-	(50,000)		-	(50,000)
Projected Fund Balance after Encumbrances	\$ 288,546	<u>\$ -</u>	\$ 1,126,903	\$ (407,795)	\$ 1,261,242	<u>\$ 2,268,896</u>

Beaufort County Local Accommodations Tax (3%) (Ordinance 2009/15) Fiscal Year 2017 (July 1, 2016 - June 30, 2017)

	Operations	County-Wide Advertising	Tourism Infrastructure	River/Beach Access	Reserve Fund	Total
Revenues						
Local Accommodations Tax & Interest	\$ 105,714	\$ 350,000	\$ 519,425	\$ 173,142	\$ 173,142	\$ 1,321,423
Total Revenues	105,714	350,000	519,425	173,142	173,142	1,321,423
Expenditures						
Personnel	47,212	-	-	-	-	47,212
Purchased Services	5,750	-	-	-	-	5,750
Supplies	4,643					4,643
	57,605	-	-	-	-	57,605
County-Wide Advertising (Ordinance 2009/15)						
Beaufort County Black Chamber of Commerce	-	50,000	-	-	-	50,000
Beaufort Regional Chamber of Commerce	-	150,000	-	-	-	150,000
Hilton Head Island-Bluffton Chamber of Commerce		150,000		-		150,000
	-	350,000	-	-	-	350,000
Tourism Infrastructure						
Spanish Moss Trail (Phase/Segment 7; Ordinance 2017/4)	-	-	250,000	-	-	250,000
Spanish Moss Trail (Hurricane Matthew repair; Ordinance 2017/3)	-	-	-	-	109,287	109,287
Santa Elena Project Foundation facility maintenance (Ordinance 2016/25)	-	-	30,000	-	-	30,000
Santa Elena Project Foundation parking lot lease (Ordinance 2016/25)	-	-	145,000	-		145,000
	-	-	425,000	-	109,287	534,287
River/Beach Access						
County Dock and Pier Repairs (Hurricane Matthew; Ordinance 2017/8)	-	-	-	-	175,130	175,130
South Carolina State Park Service (lifeguards)	-	-	-	23,424	-	23,424
Broad River Fishing Pier (Ordinances 2015/13 and 2016/1)				29,000		29,000
	-	-	-	52,424	175,130	227,554
Total Expenditures	57,605	350,000	425,000	52,424	284,417	1,169,446
Excess (deficiency) of revenues over expenditures	48,109	-	94,425	120,718	(111,275)	151,977
Fund Balance, beginning	203,795		853,196	213,823	1,074,184	2,344,997
Fund Balance, ending	\$ 251,904	<u>\$</u>	\$ 947,621	\$ 334,541	<u>\$ 962,909</u>	\$ 2,496,974
Encumbrances						
Broad River Fishing Pier (Ordinances 2015/13 and 2016/1)			-	(576,280)		(576,280)
Projected Fund Balance after Encumbrances	\$ 251,904	<u>\$ -</u>	\$ 947,621	<u>\$ (241,739)</u>	\$ 962,909	\$ 1,920,695

Beaufort County Local Accommodations Tax (3%) (Ordinance 2009/15) Fiscal Year 2016 (July 1, 2015 - June 30, 2016)

		Со	unty-Wide		Tourism	Ri	ver/Beach			
_	Operations	Ac	dvertising	Infi	rastructure		Access	Re	serve Fund	Total
Revenues										
Local Accommodations Tax & Interest Revenue	\$ 104,743	\$	350,000	\$	512,725	\$	170,908	\$	170,908	\$ 1,309,285
Total Revenues	104,743		350,000		512,725		170,908		170,908	1,309,285
Expenditures										
Personnel	49,114		-		-		-		-	49,114
Purchased Services	5,371		-		-		-		-	5,371
Supplies	1,428		-		-		-		-	1,428
	55,913		-		-		-		-	55,913
County-Wide Advertising (Ordinance 2009/15)										
Beaufort County Black Chamber of Commerce	-		50,000		-		-		-	50,000
Beaufort Regional Chamber of Commerce	-		150,000		-		-		-	150,000
Hilton Head Island-Bluffton Chamber of Commerce	-		150,000		-		-		-	150,000
			350,000		-		-		-	350,000
Tourism Infrastructure			,							ŗ
Spanish Moss Trail (Segment 7; Ordinance 2016/8)	-		-		250,000		-		-	250,000
River/Beach Access										
South Carolina State Park Service (lifeguards)	-		-		-		34,796		-	34,796
Broad River Fishing Pier (Ordinances 2015/13 and 2016/1)	-		-		-		45,603		-	45,603
Daufuskie Island Pier (Ordinance 2015/29)	-		-		-		420,451		-	420,451
	-		-		-		500,851		-	500,851
Total Expenditures	55,913		350,000		250,000		500,851		-	1,156,764
Excess (deficiency) of revenues over expenditures	48,830		-		262,725		(329,942)		170,908	152,521
Fund Balance, beginning	154,965		-		590,471		543,765		903,275	2,192,476
Fund Balance, ending	<u>\$ 203,795</u>	\$		\$	853,196	\$	213,823	\$	1,074,184	<u>\$ 2,344,997</u>
Encumbrances										
Broad River Fishing Pier (Ordinances 2015/13 and 2016/1)	-		-		-		(605,280)		-	(605,280)
Projected Fund Balance after Encumbrances	\$ 203,795	\$	-	\$	853,196	\$	(391,457)	\$	1,074,184	\$ 1,739,718

Beaufort County Local Accommodations Tax (3%) (Ordinance 2009/15) Fiscal Year 2015 (July 1, 2014 - June 30, 2015)

	Onorations	County-Wide	Tourism	River/Beach	Pacartic Fund	Total
- Revenues	Operations	Advertising	Infrastructure	Access	Reserve Fund	Total
Local Accommodations Tax & Interest Revenue	\$ 91,307	\$ 350,000	\$ 420,019	\$ 140,006	\$ 140,006	\$ 1,141,338
Total Revenues	<u>91,307</u>	350,000	420,019	140,006	140,006	1,141,338
Expenditures						
Personnel	45,399	-	-	-	-	45,399
Purchased Services	6,548	-	-	-	-	6,548
Supplies	216				-	216
	52,163	-	-	-	-	52,163
County-Wide Advertising (Ordinance 2009/15)						
Beaufort County Black Chamber of Commerce	-	50,000	-	-	-	50,000
Beaufort Regional Chamber of Commerce	-	150,000	-	-	-	150,000
Hilton Head Island-Bluffton Chamber of Commerce		150,000	-	-	-	150,000
	-	350,000	-	-	-	350,000
Tourism Infrastructure						
Spanish Moss Trail (Segment 7; Ordinance 2015/9)	-	-	806,727	-	-	806,727
Santa Elena Project (Ordinances 2014/13 and 2015/11)			225,000			225,000
	-	-	1,031,727	-	-	1,031,727
River/Beach Access						
South Carolina State Park Service (lifeguards)	-	-	-	23,574	-	23,574
Broad River Fishing Pier (Ordinances 2015/13 and 2016/1)		-		51,207		51,207
	-	-	-	74,781	-	74,781
Total Expenditures	52,163	350,000	1,031,727	74,781	-	1,508,671
Excess (deficiency) of revenues over expenditures	39,144	-	(611,708)	65,225	140,006	(367,333)
Fund Balance, beginning	115,821		1,202,179	478,540	763,269	2,559,809
Fund Balance, ending	\$ 154,965	<u>\$ -</u>	\$ 590,471	\$ 543,765	\$ 903,275	\$ 2,192,476
Encumbrances Broad River Fishing Pier (Ordinances 2015/13 and 2016/1)		-		(650,883)	-	(650,883)
Projected Fund Balance after Encumbrances	\$ 154,965	<u>\$-</u>	\$ 590,471	<u>\$ (107,118)</u>	<u>\$ 903,275</u>	<u>\$ 1,541,593</u>

Beaufort County Local Hospitality Tax Preliminary and Unaudited

	Fiscal Year Ending June 30,								
	2010	2011	2012	2013	2014	2015	2016	2017	2018
Revenues									
Local Hospitality Tax Revenues	\$ 1,153,119	\$ 1,338,394	\$ 1,691,725	\$ 1,645,383	\$ 1,839,836	\$ 1,839,574	\$ 1,869,290	\$ 2,241,842	\$ 2,305,879
Interest Revenue		6,222	37,308		3,561	1,298	10,907	20,295	
Total Revenues	1,153,119	1,344,616	1,729,033	1,645,383	1,843,397	1,840,872	1,880,197	2,262,137	2,305,879
Expenditures									
Personnel	42,861	43,366	45,461	45,946	44,895	45,399	49,114	46,296	50,171
Purchased Services	2,224	2,416	2,944	2,948	3,697	5,803	5,370	6,369	9,777
Supplies	483	704	397	374	324	274	1,370	4,667	869
Capital Subsidies <i>(see details on following page)</i>	53,702	885	-	-	-	-	-	-	158,591
		211,000				500,000			-
Total Expenditures	99,270	258,371	48,802	49,268	48,916	551,476	55,854	57,332	219,408
Excess (deficiency) of revenues over expenditures	1,053,849	1,086,245	1,680,231	1,596,115	1,794,481	1,289,396	1,824,343	2,204,805	2,086,471
Other Financing Sources (Uses)									
Transfers from State Accommodations Tax (2%) Fund ²	-	-	-	-	-	50,000	50,000	50,000	50,000
Transfers to General Fund ¹	(1,224,337)	(1,100,000)	(1,100,000)	(1,200,000)	(1,200,000)	(1,200,000)	(1,200,000)	(1,500,000)	(1,500,000)
Transfers to State Accommodations Tax (2%) Fund ²	-	-	-	-	-	(200,000)	-	-	-
Transfers to PARD Fund (Daufuskie Island Park Improvements)			-				(40,000)	(85,369)	-
Total Other Financing Sources (Uses)	(1,224,337)	(1,100,000)	(1,100,000)	(1,200,000)	(1,200,000)	(1,350,000)	(1,190,000)	(1,535,369)	(1,450,000)
Net Change in Fund Balance	(170,488)	(13,755)	580,231	396,115	594,481	(60,604)	634,343	669,436	636,471
Fund Balance, beginning	2,686,043	2,515,555	2,501,800	3,082,031	3,478,146	4,072,627	4,012,023	4,646,366	5,315,802
Fund Balance, ending	<u>\$ 2,515,555</u>	<u>\$ 2,501,800</u>	<u>\$ 3,082,031</u>	\$ 3,478,146	\$ 4,072,627	\$ 4,012,023	\$ 4,646,366	\$ 5,315,802	<u>\$ 5,952,273</u>
Encumbrances Technical College of the Lowcountry Culinary Institute Factory Creek Boat Ramp (Whitehall) ³ Pinckney Island Access Design Services Santa Elena parking lot lease (Federal Courthouse)									(3,243,000) (471,409) (250,000) (50,000) (4,014,409)
Projected Fund Balance after Encumbrances									\$ 1,937,864

Note 1: The general fund provides for law enforcement and other public safety services, in which police protection of tourist facilities is one of the purposes of the local hospitality tax.

Note 2: County Council approved a transfer of \$200,000 from the local hospitality tax fund to the state accommodation tax (2%) fund on October 27, 2014. This transfer was repaid in four (4) equal annual installments of \$50,000 in fiscal years 2015, 2016, 2017, and 2018.

Note 3: Appropriation request in process of three readings for an ordinance to appropriate additional funds for Factory Creek/Whitehall Boat Ramp Improvements Project in the amount of \$1,027,757.

Local Hospitality Tax Subsidies

FISCAL YEAR VENDOR/PAYEE

COMMENT

FISCAL YEAR	VENDOR/PAYEE	AI	MOUNT	COMMENT
2011	HILTON HEAD ISLAND-B	\$	35,000.00	DESTINATION MKTG-S. BFT COUNTY
2011	BEAUFORT REGIONAL	\$	28,000.00	TOURISM MARKETING FY 2011
2011	HILTON HEAD ISLAND-B	\$	10,000.00	DESTINATION MARKETING SO.BFT C
2011	BEAUFORT REGIONAL	\$	10,000.00	CONFERENCE CTR FEASIBILITY STU
2011	PENN CENTER	\$	10,000.00	OPERATION OF PENN CENTER
2011	INDEPENDENCE FUND	\$	10,000.00	2011 LT. DAN WEEKEND-HOSPITALI
2011	THE ORIGINAL GULLAH	\$	8,000.00	THE ORIGINAL GULLAH FESTIVAL
2011	MITCHELVILLE PRESERV	\$	8,000.00	MITCHELVILLE FREEDOM PARK
2011	BLUFFTON HISTORICAL	\$	7,000.00	HEYWARD HOUSE
2011	ARTS CENTER OF COAST	\$	7,000.00	FACILITY SUPPORT
2011	PENN CENTER	\$	5,000.00	2% ACCOMMODATION/H-TAX
2011	BLUFFTON HISTORICAL	\$	5,000.00	BLUFFTON WELCOME CTR/HEYWARD H
2011	BEAUFORT COUNTY	\$	5,000.00	CULTURAL TOURISM MARKETING
2011	ARTS CENTER OF COAST	\$	5,000.00	TOURISM MKTG-S. BFT COUNTY
2011	BEAUFORT COUNTY	\$	5,000.00	FLAVORS OF GULLAH
2011	FRIENDS OF HUNTING I	\$	5,000.00	ADA-COMPLIANT CAMPSITES NEAR B
2011	LITERACY VOLUNTEERS	\$	5,000.00	LOWCOUNTRY STORYTELLING FESTIV
2011	HERITAGE LIBRARY	\$	4,500.00	FORT MITCHELL-REFURBISHMENTS
2011	FRIENDS OF FORT FREM	\$	4,000.00	FT. FREMONT SIGNAGE
2011	LOWCOUNTRY RESORT AN	\$	4,000.00	PROMOTION OF BFT CO & LOWCOUNT
2011	HILTON HEAD ISLAND	\$	3,500.00	INTERACTIVE MARKETING CONCOURS
2011	MAIN STREET BEAUFORT	\$	3,000.00	2% ACCOMMODATION/H-TAX
2011	HILTON HEAD ISLAND C	\$	3,000.00	HH CDE/MOTORING FESTIVAL
2011	MAIN STREET BEAUFORT	\$	3,000.00	TOURISM ADVERTISING CAMPAIGN
2011	HILTON HEAD SYMPHONY	\$	2,500.00	2011 HH INT'L PIANO COMPETITIO
2011	BEAUFORT ARTS COUNC	\$	2,500.00	ARTSEENSC.ORG NAT.MARKETING
2011	COASTAL DISCOVERY	\$	2,000.00	CULTURAL & ECO TOURISM
2011	BEAUFORT COUNTY HIST	\$	2,000.00	HISTORIC MARKERS-BEAUFORT COUN
2011	COASTAL DISCOVERY	\$	2,000.00	CULTURAL/ECO-TOURISM PROGRAMS
2011	DAUFUSKIE ISLAND	\$	2,000.00	BROTHERS/SISTERS OYSTER RESTOR
2011	HILTON HEAD SYMPHONY	\$	1,000.00	5 PICNIC/POPS EVENTS SUMMER 20
2011	LOWCOUNTRY ESTUARIUM	\$	1,000.00	MAINTAINING PORT ROYALS TOURIS
2011	THE SANDBOX	\$	1,000.00	SUMMER PROGRAMS
2011	MAIN STREET YOUTH	\$	1,000.00	TOM SAWYER, BROADWAY MUSICAL
2011	HISTORIC BEAUFORT FO	\$	1,000.00	VERDIER HOUSE RACK CARDS
2011 Total			211,000.00	
2015	USCB	-	500,000.00	USCB CENTER FOR THE ARTS APPRO
2015 Total		\$	500,000.00	

Beaufort County State Accommodations Tax (2%) Preliminary and Unaudited

	Fiscal Year ending June 30,								Projected	
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues										
State Accommodations Tax Revenue	\$ 456,652	\$ 770,038	\$ 939,935	\$ 724,235	\$ 516,780	\$ 668,774	\$ 715,101	\$ 767,057	\$ 755,903	\$ 760,000
City of Beaufort Revenue (2017 Air Show contribution)	-	-	-	-	-	-	-	15,000	-	-
Interest Revenue		73	551	496	138	102	357	215	-	-
Total Revenues	456,652	770,111	940,486	724,731	516,918	668,876	715,458	782,272	755,903	760,000
Expenditures										
Direct Subsidies										
via State Accommodations Tax Board	280,000	207,000	252,000	463,100	497,000	490,000	499,500	546,000	550,000	490,000
Other Subsidies (2017 Air Show LEO services)	-	-	-	-	-	-	-	30,000	-	-
HHI - Bluffton Chamber of Commerce ¹	64,748	111,756	137,240	104,885	127,931	96,566	103,515	111,309	109,635	110,200
Beaufort Regional Chamber of Commerce ¹	64,748	111,756	137,240	104,885	127,931	96,566	103,515	111,309	109,635	110,200
Total Expenditures	409,496	430,512	526,480	672,871	752,861	683,132	706,530	798,617	769,270	710,400
Excess (deficiency) of revenues										
over expenditures	47,156	339,599	414,006	51,860	(235,943)	(14,256)	8,928	(16,345)	(13,367)	49,600
Other Financing Sources (Uses)										
Transfer from Hospitality Tax Fund ²	-	-	-	-	-	200,000	-	-	-	-
Transfer to General Fund ¹	(46,583)	(62,252)	(70,747)	(59,962)	(49,589)	(57,189)	(59,505)	(62,103)	(61,545)	(60,800)
Transfer to Hospitality Tax Fund ²	-	-	-	-	-	(50,000)	(50,000)	(50,000)	(50,000)	-
Transfer to Rural and Critical Lands Program ³			-			(10,000)	-	-	-	-
Total Other Financing Sources (Uses)	(46,583)	(62,252)	(70,747)	(59,962)	(49,589)	82,811	(109,505)	(112,103)	(111,545)	(60,800)
Net Change in Fund Balance	573	277,347	343,259	(8,102)	(285,532)	68,555	(100,577)	(128,448)	(124,912)	(11,200)
Fund Balance (Deficit), beginning	(26,108)	(25,535)	251,812	595,071	586,969	301,437	369,992	269,415	140,967	16,055
Fund Balance (Deficit), ending	<u>\$ (25,535)</u>	\$ 251,812	\$ 595,071	\$ 586,969	<u>\$ 301,437</u>	<u>\$ 369,992</u>	<u>\$ 269,415</u>	<u>\$ 140,967</u>	\$ 16,055	\$ 4,855

Note 1: Distributions made in accordance with Beaufort County Ordinance 2009/15.

Based on Beaufort County Ordinance 2009/15, approximately 38% of State Accommodations Tax is disbursed three ways: 1) County General Fund, 2) HHI-Bluffton Chamber of Commerce, and 3) Beaufort Regional Chamber of Commerce. This results is approximately 62% of State Accommodations Tax Revenue being available for the State Accommodations Tax Board each year.

Note 2: County Council approved a \$200,000 transfer from the local hospitality tax fund to the State Accommodation Tax (2%) Fund on October 27, 2014. This amount was repaid in four equal annual installments of \$50,000 from fiscal year 2015, 2016, 2017, and 2018.

Note 3: The transfer to the Rural and Critical Lands Program was for the Fort Fremont project.

2018 State (2%) Accommodations Tax Grant Recommendations November 6, 2017 Finance Committee Meeting

- Arts Center of Coastal Carolina \$10,000
- Beaufort Art Association \$1,000
- Beaufort County Black Chamber of Commerce \$81,000
- Beaufort Film Society \$15,000
- Beaufort History Museum \$30,000
- Beaufort History Museum, Project 2 \$8,000
- Beaufort Regional Chamber of Commerce \$100,000
- Bluffton Historical Preservation Society \$15,000
- Coastal Discovery Museum \$20,000
- Community Foundation of the Lowcountry \$5,000
- Daufuskie Island Foundation \$5,500
- Daufuskie Island Historical Foundation \$4,000
- David M. Carmines Foundation \$10,000
- Exchange Club and Child Abuse Prevention Association (CAPA) \$500
- Farmers Market of Bluffton \$2,000
- Friends of Fort Freemont \$7,000
- Friends of the Spanish Moss Trail \$3,750
- Greater Bluffton Chamber of Commerce \$10,000
- Gullah Festival, Main Street Beaufort \$31,150
- Gullah Museum of Hilton Head Island \$8,000
- Hilton Head Choral Society \$3,000
- Hilton Head Hospitality Association \$6,000
- Hilton Head Island Bluffton Chamber of Commerce and Visitor and Convention Bureau - \$21,000
- Hilton Head Island Motoring Festival and Concours d'Elegance \$26,000
- Hilton Head Symphony Orchestra \$7,000
- Historic Bluffton Arts and Seafood Festival, Inc. \$10,000
- Lean Ensemble Theater \$1,800
- Lowcountry Golf Course Owners Association \$10,000
- Mitchelville Preservation Project \$27,500
- Native Island Business and Community Affairs Association (NIBCAA) \$23,000
- Santa Elena Foundation, History Center \$1,800
- SC Lowcountry and Resort Island Tourism Commission \$35,000
- The First Tee of the Lowcountry \$11,000

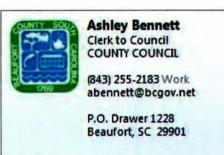
Maietta, Linda

From: Sent: To: Cc: Subject: Attachments: Bennett, Ashley Tuesday, November 14, 2017 9:42 AM Maietta, Linda Holland, Alicia Accommodation Tax Grant Approvals 111317-item8a-ATAX.pdf

Linda,

At the November 13, 2017 Council Meeting, Council approved grant appropriations in a cumulative amount of \$550,000. Attached you will find the appropriations which is essentially the recommendation provided by the Accommodations Tax Board, plus a \$10,000 allocation for the Greater Bluffton Chamber of Commerce. Please ensure I get a copy of the letters.

Thank you Ashley





BEAUFORT COUNTY PUBLIC WORKS/ DISASTER RECOVERY 120 Shanklin Road Beaufort, South Carolina 29906 Voice (843) 255-2930 abowers@bcgov.net

TO:	Jerry Stewart, Chairman, Finance Committee
FROM:	Angel Bowers, Assistant Disaster Recovery Coordinator
SUBJECT:	Award for Daufuskie Island Fire Department Retrofit Grant Project
DATE:	August 10, 2018

The Daufuskie Island Fire Department Retrofit Project has been awarded by South Carolina Emergency Management Division. This project is awarded under the 2017 Pre-Disaster Mitigation Grant Program. This project will install protective shutters to the Daufuskie Island Fire Station and auxiliary building's windows, doors and bay doors. The roll-down shutter tracks will be able to be securely attached to the concrete block walls, not the existing window frames, ensuring that the structure will withstand the forces transferred from the shutters to the building in hurricane conditions. With the shutter system installed, not only will Daufuskie Island Fire personnel and Beaufort County EMS personnel be able to shelter-inplace, but in the event a disaster befalls the island and does not allow islanders and visitors to evacuate by ferry, the Fire Station will be the safest place for people to shelter, and could therefore result in preservation of human lives.

The cost of the project is \$82,787.41 with a Federal share of \$62,090.56 and a non-federal share of \$20,696.85. The non-federal share will be split between the Daufuskie Island Fire Department and Beaufort County. The Daufuskie Island Fire Department will cover 70% (\$14,488) of the share and Beaufort County will cover 30% (\$6,209) of the share. It is recommended the Beaufort County 30% portion of the grant match come from the County Council's general fund. The project must be completed within a 26 weeks' time period and completed no later than March 22, 2021.



Shutter System

Strong

Oompact combines premium design with unparalleled strength. The single-walled, extruded slats withstand sledge hammer impacts and hurricane impact tests.

In head-to-head tests, Qompact outperformed its foam-filled competitors every single time.



In impact testing, Qompact withstood 82 punches, 5 kicks, and 80 hits with a sledge hammer. The foam-filled shutter was destroyed in seconds.



End Retention

End retention screws (shown below) keep the curtain captive in the rails. Qompact curtains can't be pried out with crowbars or pushed out of the rails due to high winds.

Note: Qompact can also be made without end retention where smaller siderails are sufficient.





Qompact's end retention prohibits the curtain from being pushed out of the rails. Without end retention, the 40mm foamfilled curtain was easily compromised.

Hinge Strength

The improved slat design is 27-times stronger than a perforated 40mm slip hinge, making a Qompact shutter impenetrable by comparison.



Pull-Apart Strength Test with 152mm (6in.) Sample. Qompact Pull Apart at 8050 kg/m 40mm Pull Apart at 296 kg/m



Hurricane Tested

Qompact shutters meet the strict standards for U.S. Florida (FBC) hurricane approvals. In fact, Qompact passed with 330 km/h (200 mph) winds up to 6000mm (19.5 ft) wide.

Elegant Design and Engineered Excellence

What makes the Qompact shutter system unique is the 10 different slat sizes that have been ingeniously engineered to allow the slats to nest tightly with each other. The nesting allows for virtually zero space between the slats, creating a compact roll and the smallest box housing required. Each slat grouping has a specific radius designed to accommodate the ever increasing roll diameter. This proprietary design means that each slat rolls together - perfectly.

Residential Shutters

Home owners will love the quiet operation, elegant design, and security of Qompact.

In addition to privacy and sun shading, Qompact uniquely provides security and hurricane protection.



Commercial Shutters

Oompact can be built both wider and taller than foam-filled shutters, making it the perfect choice for commercial applications.

These shutters are widely used in the United States for their loss prevention and design benefits. Commercial shutters can be perforated for night time merchandising.



Nesting Innovation The Qompact Innovation is based on 10 slats that gradually get taller

QMI 09



Shutter System

Custom Applications

Residential Shutters

Commercial Shutters



Garage Doors (Europe Only)



Strong and Compact

Traditional roll shutters require large 10"-12" (250 mm - 300 mm) housings, ruining the style and look of your home. Now, with the Qompact shutter system, an 84" (2.1 m) tall opening will require only a compact 6" (150 mm) housing. That is 40-50% smaller, creating a much more appealing installation.



Sustainable

The World's First Sustainable Residential Roller Shutter

- Qompact curtain is 100% Recyclable
- Qompact shutter is 99% Recyclable
- Qompact has No Foam Filling
- Qompact is 99% Aluminum
- Qompact is 60% Recycled
- Qompact has No Waste



06 **QMI**

www.qompact.com

VS. TRADITIONAL QOMPACT IS 40-50% **SMALLER THAN** TRADITIONAL (Europe Only) Built in wall applications can have 30-40% more shutter box foam insulation Qompact slat hinges are strong enough to have curtains up to 6 m wide (20') and 5 m high (15') Qompact rolls are 40-50% smaller with hinges 27-times stronger* than foam-filled

40-50% Smaller Shutter Box

QOMPACT

Note: Widths >12' may require a larger box size.

(*see pull apart test)

Qompact Box Size	Other Shutters Box Size
5.5" (140 mm)	8" (200 mm)
6" (150 mm)	10" (250 mm)
6.5" (165 mm)	12" (300 mm)
7″ (180 mm)	12" (300 mm)
8″ (205 mm)	14" (350 mm)
	Box Size 5.5" (140 mm) 6" (150 mm) 6.5" (165 mm) 7" (180 mm)

Smooth and Quiet

The Qompact[®] shutter system is available in manual and automatic operation. Using the patented nested design, the Qompact shutter system rolls smoothly and quietly. 6/6 nylon bushings allow the shutter to glide smoothly through the security guides.





Compact Shutter Spring Assist System

Enables Manual Push Up/Pull Down operation up to 68 kg (150 lbs)

