

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-1000
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

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ROBERTS "TABOR" VAUX, JR.
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA

PUBLIC FACILITIES COMMITTEE

Monday, October 20, 2014
4:00 p.m.
Conference Room, Building 3
Beaufort Industrial Village
104 Industrial Village Road, Beaufort

Committee Members:
Gerald Dawson, Chairman
Steve Fobes, Vice Chairman
Cynthia Bensch
Rick Caporale
Brian Flewelling
William McBride
Jerry Stewart

Staff Support:
Rob McFee, Division Director

1. CALL TO ORDER – 4:00 P.M.
2. CONSIDERATION OF CONTRACT AWARD
 - A. Pavement Markings for Beaufort County Roadway Pavement Re-Striping ([backup](#))
3. DISCUSSION / PLACEMENT OF PALMETTO ELECTRIC COOP CABLE AND EQUIPMENT ON COUNTY PROPERTY ([backup](#))
4. A RESOLUTION AUTHORIZING THE RENAMING OF THE BEAUFORT COUNTY GOVERNMENT CENTER IN MEMORY OF GENERAL ROBERT SMALLS ([backup](#))
5. SCDOT REQUEST FOR RIGHT OF WAY PROPERTY FOR JARVIS CREEK BRIDGE REPLACEMENT, HILTON HEAD ISLAND ([backup](#))
6. SCDOT OVERSIGHT SERVICES ON COUNTY SALES TAX PROJECTS ([backup](#))
7. ADJOURNMENT

2014 Strategic Plan: Committee Assignments

Animal Services Facility: Evaluation and Direction (*Goal Accomplished, June 2014*)
Bridge Replacement Plan and Funding Mechanism (*Goal Accomplished, June 2014*)
County Information Technology Upgrade Plan
Countywide Telecommunications Infrastructure Master Plan: Development and Funding
Long Range Regional Transportation Model/Plan: Development
Pinckney Island: Plan and Funding
Transfer Station: Direction





COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY TRAFFIC & TRANSPORTATION
ENGINEERING DEPARTMENT
113 Industrial Village Road, 29906
PO Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2940 Fax: (843) 255-9443

TO: Councilman Gerald Dawson, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Joshua Gruber, Deputy County Administrator
Alicia Holland, Chief Financial Officer
Robert McFee, Director of Engineering & Infrastructure
Dave Thomas, Purchasing Director
Monica Spells, Compliance Officer

FROM: Colin Kinton, Traffic & Transportation Engineering

SUBJ: Contract Award for Pavement Markings for Beaufort County #100614TE

DATE: October 13, 2014

BACKGROUND: Beaufort County Traffic Engineering evaluates the existing County road inventory on a yearly basis to determine which roads are in need of centerline and/or edgeline markings. The attached list includes the highest priority roadways needing to be remarked or have centerlines added. The project was put out to bid and we received one vendor response:

Peek Pavement Marking, LLC, Columbus, GA 31909 **\$105,586**

Peek Pavement Marking, LLC provided this service for Beaufort County last fiscal year and we found their work to be acceptable & it was completed within the contract time. The engineer's estimate for the proposed project is \$138,590.

FUNDING: Account #2342001T-54901, Tag funds.

FOR ACTION: Public Facilities Committee occurring on October 20, 2014

RECOMMENDATION: The Public Facilities Committee approves and recommends to County Council a contract with Peek Pavement Marking, LLC to complete pavement markings per the attached list in the amount of \$105,585.90

CK/cg

Attachment: 1) Project List

FY 2015 Pavement Markings

Priority	Road Name	Limits	Length (ft)	Area	Council District
1	Buckwalter Parkway	US 278 to Hampton Hall/Bluffton Parkway	14500	Bluffton	7
2	Bluffton Parkway	Buck Island Road to Simmonsville Road	3500	Bluffton	9
3	Bluffton Parkway	Buckwalter Parkway to Buck Island Road	8500	Bluffton	7
4	Bluffton Parkway	SC 170 to Buckwalter Parkway	13000	Bluffton	7
5	Sheridan Park Circle	US 278 to Persimmon Street	2700	Bluffton	8
6	Pennington Drive	Simmonsville Road to Sheridan Park Circle	1100	Bluffton	8
7	Sherington Drive	Sheridan Park Circle to Sheridan Park Circle	850	Bluffton	8
8	Maritime Center at Chechessee River	Parking Lot & Access Re-striping	N/A	Okatie	5
9	Central Drive	Brickyard Point Road N to W River Drive	2500	Lady's Island	2
10	Parkside Drive	Buckwalter Parkway to Bridgewater Drive	1000	Bluffton	7
11	Bluffton Parkway	Intersection with Red Cedar Street	N/A	Bluffton	9
12	County Office at Myrtle Park	Bluffton Parkway to Private Road	450	Bluffton	9
13	Gardner Drive	Intersection with US 278	100	Hilton Head Island	10
14	Stanley Road	County Shed Road to Pine Grove Road	2500	Burton	1
15	Hummingbird Lane	Old Baileys Road to Oriole Lane	300	Okatie	5
16	Cardinal Lane	Old Baileys Road to Oriole Lane	300	Okatie	5
17	Dolphin Point Road	Islands Causeway to End of Road	7800	Lady's Island	3
18	Marsh Drive	Middle Road to Brickyard Point Road S	5700	Lady's Island	2
19	Fiddler Drive	Middle Road to Brickyard Point Road S	4500	Lady's Island	2
20	Meadowlark Street	Middle Road to Francis Marion Circle	1750	Lady's Island	2
21	Fairfield Road	Sams Point Road to Little Capers Road	3200	Lady's Island	2 & 3



2014 OCT -1 PM 2:17



September 23, 2014

Dear Mr. Kubic,

The Town of Hilton Head Island and Palmetto Electric Cooperative, Inc. has entered into a 20-year franchise agreement (2004) requiring Palmetto Electric to place all of its overhead power lines underground. The primary reason for this initiative is to expedite the restoration of electrical service to the Island following a hurricane or other windy conditions.

In addition to the above franchise agreement, the Town passed an ordinance (NO. 2004-44) that mandates all existing overhead power lines be placed underground. This requirement includes the conversion of overhead primary lines along roads, streets, and the conversion of overhead service lines to each home and business. Any reasonable cost for converting the service lines to each property, will be paid from the franchise fee fund.

Palmetto Electric began construction on this project several years ago. In order for us to continue, we will need easements from the property owners in your community prior to scheduling construction in your area.

The enclosed easement documents shows plat, deed information and a copy of the Beaufort County Tax map showing the location of your property. Generally, Palmetto Electric would use the established property line or roadway as easements, however there are properties where this cannot be done. In those cases, we would like to meet with you on site to discuss the placement of our cable and equipment.

Palmetto Electric is seeking easements in your area to begin the conversion process. Please contact me, Murray Christopher at (843) 785-4787 or (843) 422-9760 and I will be happy to meet with you to discuss the acquisition process as well as answer any questions or concerns you may have about the conversion program.

Please note: Signed Easement Documents can be mailed to me at P.O. Box 23619, Hilton Head Island, S.C., 29925-3619, taken to the Mathews Drive Office or call the above number for pick up.

Sincerely,


Murray Christopher

Easement Acquisition Agent

The grant of this easement is subject to the following terms and conditions:

1. That **Grantee's** right to enter the above-described property shall be nonexclusive and solely for the purpose of, and is hereby limited to, such activities as are reasonable necessary for construction, reconstructing, operating and maintaining an uunderground electric or communications system.
2. That **Grantor** hereby reserves the right to use or convey the property which is subject of this Easement in any manner whosoever which does not interfere with the use and enjoyment of the Easement.
3. That **Grantor** hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of **Grantor**.
4. That landscaping shall not be planted within ten (10') feet of any door or opening of electrical distribution equipment, or within the boundaries of the basic easement. If landscaping is planted in violation of this provision, Grantee shall have the right to remove such landscaping and shall have no obligation to replant such landscaping.

WITNESS my (our) Hand(s) and Seal(s), this _____ day of _____, in the year of our Lord Two Thousand Fourteen.

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

Witness

Gary Kubic, County Administrator

Witness

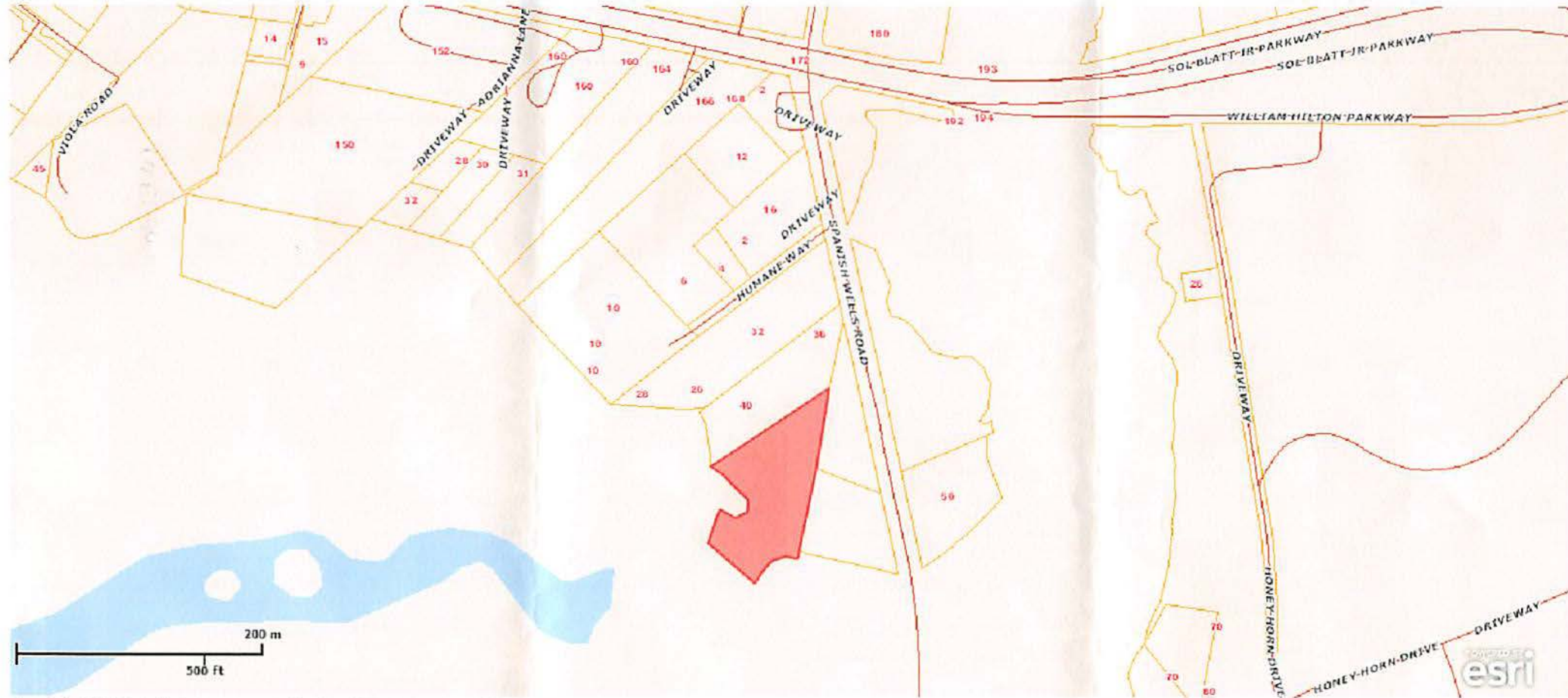
ACKNOWLEDGEMENT

Witness my hand and seal this _____ day of _____, 2014.

Notary Public for _____
My Commission Expires: _____

R511 007 000 0075 0000

Spanish Wells Road



Copyright 2011 Esri. All rights reserved. Mon Sep 22 2014 01:55:15 PM

A RESOLUTION

A RESOLUTION AUTHORIZING THE RENAMING OF THE BEAUFORT COUNTY GOVERNMENT CENTER IN MEMORY OF GENERAL ROBERT SMALLS

WHEREAS, from 1925 - 1984 many of the children of Beaufort, South Carolina, attended the Robert Smalls Elementary, Middle and High School, which once stood in the current location of the Beaufort County Government Center; and

WHEREAS, the Robert Smalls Association has requested the renaming of the Beaufort County Government Center in memory of General Robert Smalls; and

WHEREAS, in accordance with County Policy Statement 10, Naming and Renaming Landmarks, a request of December 3, 2013 was submitted to Beaufort County Historic Preservation Review Board to consider renaming the Government Center for General Robert Smalls.

WHEREAS, Beaufort County Historic Preservation Review Board reviewed and unanimously approved the request to name the Government Center for General Robert Smalls.

NOW, THEREFORE, BE IT RESOLVED, Beaufort County Council does hereby authorize the Beaufort County Administrator to replace all existing signs, notices, etc. as may be necessary to effect the name change from the Beaufort County Government Center to "The Robert Smalls Government Campus" effective immediately.

Adopted this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber
Deputy County Administrator/Special Counsel

ATTEST:

Suzanne M. Rainey, Clerk to Council



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Josh Gruber, Deputy County Administrator *SG*

FROM: Robert McFee, Director of Engineering & Infrastructure *JRM*

SUBJ: **SCDOT Right of Way Request for Jarvis Creek Bridge Replacement on Hilton Head Island**

DATE: October 16, 2014

BACKGROUND. SCDOT is replacing the bridge over Jarvis Creek on Spanish Wells Road (S-7-79). In order to align the new bridge and roadway, SCDOT has submitted a request to acquire properties for right of way on 2 parcels owned jointly by Beaufort County and the Town of Hilton Head. The County and the Town own 50% of each parcel. The parcels/acreage needed and compensation offered are listed below. The parcels are on the east side frontage of Spanish Moss Road and adjacent to Jarvis Creek.

<u>Tracts</u>	<u>Parcel #/Total Acreage</u>	<u>Acreage/SF Requested</u>	<u>Compensation Offer</u>
2	R511-007-000-075A-1.93Acres	0.018 acre/7,857SF	\$22,390.00
4	R511-007-000-075F-1.0Acres	0.285 acre/12,416SF	\$35,385.00

SCDOT has also requested a construction easement for Tract 42 from Beaufort County for construction slopes beyond the right of way on Spanish Moss Road.

Staff has reviewed the SCDOT request and recommends acceptance of the request from SCDOT to acquire right of way for the property tracts/parcels listed in order to align Spanish Wells Road and the new Jarvis Creek Bridge.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council acceptance of the right of way acquisition request from SCDOT for the County/Town of Hilton Head parcels listed above for the Jarvis Creek Bridge Replacement. Additionally, Public Facilities Committee recommend that Council approve the construction easement at Tract 42 for construction slopes.

JRM/EK/mjh

Attachments: 1) SCDOT Offer Letters
2) Location Map/Plat
3) Construction Easement
4) Appraisals



South Carolina
Department of Transportation

Town of Hilton Head Island and
Beaufort County
Post Office Box 1228
Beaufort, SC 29901

File-7.039102 Road/Route- S-79 (Spanish Wells Road) - Beaufort County
PIN- 39102 RD01 Project- BR07(009) Tract- 2

Dear Landowner:

Reference is made to the above captioned project, under which the South Carolina Department of Transportation proposes to acquire a portion of your property for this improvement as has been discussed with you previously. The Department must pay just compensation for the property which is based on an appraisal made by a qualified real estate appraiser using comparable sales in the area.

The appraisal, which is available to the landowner upon request, has been made, reviewed and approved, and I am now authorized to make you the following offer:

\$22,390.00 For fee simple title to 0.18 acre (7,857 SF) of land and all improvements thereon, of any.

Please give this offer your prompt attention and let me know your decision as soon as possible. Retain this information to report your payment according to IRS rules in Publication 544.

If I can be of any further assistance, do not hesitate to contact me.

Sincerely,

Brian Whiting
Right of Way Agent
702 Hodge Road
Summerville, SC 29483

10-7-14
Date Offer Made

Town of Hilton Head Island and
Beaufort County as Tenancy in Common
1 Town Center Court
Beaufort, SC 29928

File-7.039102 Road/Route- S-79 (Spanish Wells Road) - Beaufort County
PIN- 39102 RD01 Project- BR07(009) Tract- 4

Dear Landowner:

Reference is made to the above captioned project, under which the South Carolina Department of Transportation proposes to acquire a portion of your property for this improvement as has been discussed with you previously. The Department must pay just compensation for the property which is based on an appraisal made by a qualified real estate appraiser using comparable sales in the area.

The appraisal, which is available to the landowner upon request, has been made, reviewed and approved, and I am now authorized to make you the following offer:

\$35,385.00 For fee simple title to 0.285 acre (12,416 SF) of land and all improvements thereon, of any.

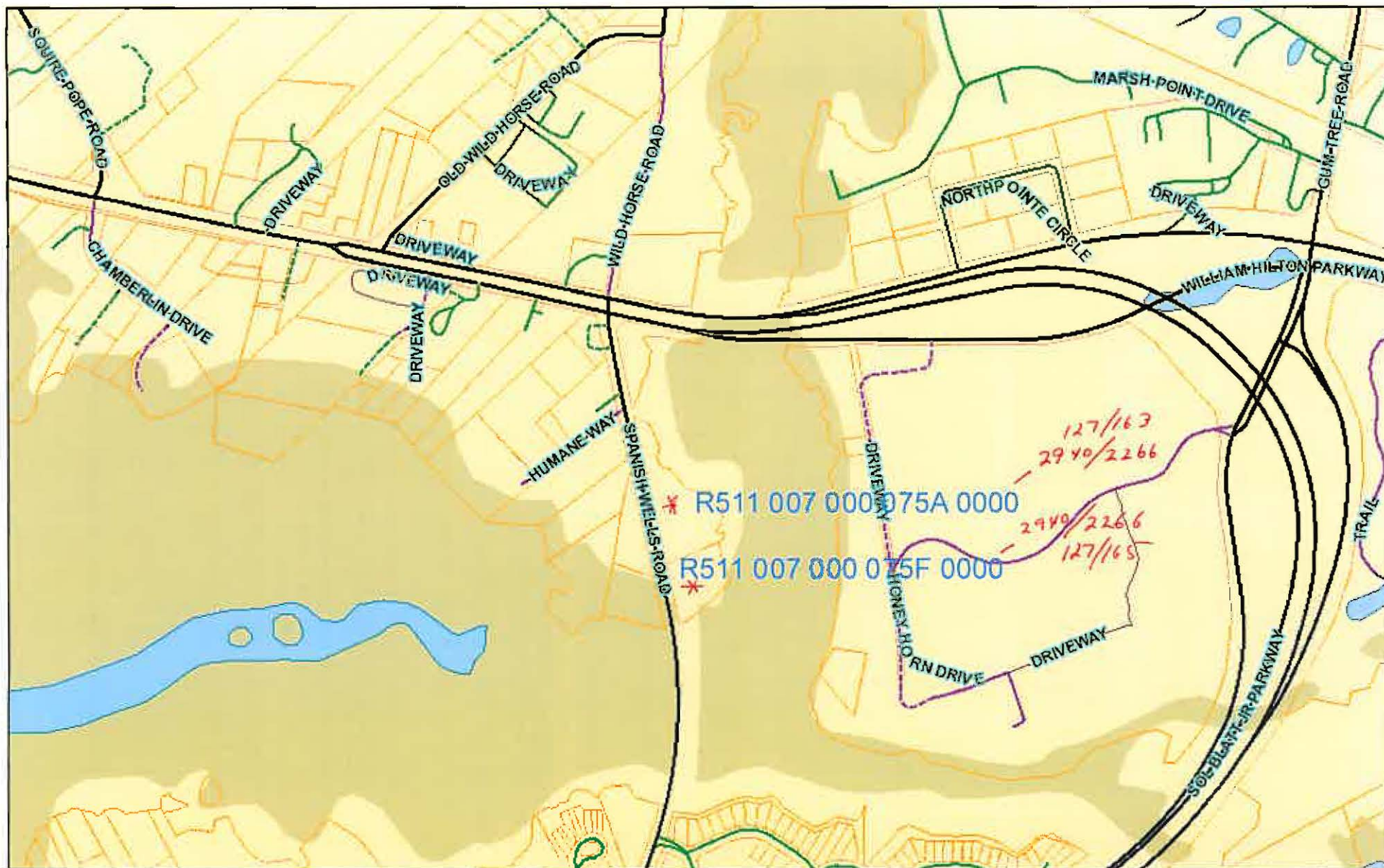
Please give this offer your prompt attention and let me know your decision as soon as possible. Retain this information to report your payment according to IRS rules in Publication 544.

If I can be of any further assistance, do not hesitate to contact me.

Sincerely,

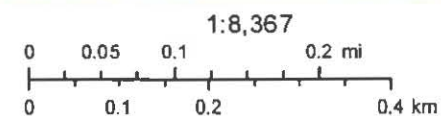
Brian Whiting
Right of Way Agent
702 Hodge Road
Summerville, SC 29483

10-7-14
Date Offer Made



October 16, 2014

— <all other values>	— COUNTY, PAVED	— PRIVATE, UNPAVED	— TOWN, UNPAVED
— STATE, PAVED	— COUNTY, UNPAVED	— PRIVATE, UNDETERMINED	— MILITARY / PAVED
— STATE, UNPAVED	— PRIVATE, PAVED	— TOWN, PAVED	— MILITARY / UNPAVED



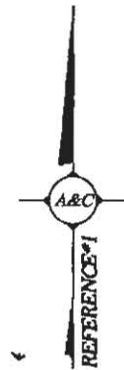
1000
1803



- NOTES:
- 1) AREA WAS DETERMINED BY THE COORDINATE METHOD.
 - 2) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSE ONLY.
 - 3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
 - 4) DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
 - 5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
 - 6) THIS PLAT IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PARTY(IES), THE CURRENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO ARISING FROM A TRANSACTION INVOLVING THE CURRENT OWNER(S) WITHIN SIX MONTHS FROM THE DATE HEREOF AND THESE PEOPLE ONLY.

PLAT REFERENCE:
1. PLAT BOOK 107, PAGE 185.

BEAUFORT COUNTY SC. ROD
BK 00127 PGS 0163.
DATE: 03/30/2009 10:43:54 AM
INBT # 2009017369 RCPT# 579664



FLOOD NOTE:
THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE 'A7' PER F.E.M.A. FLOOD INSURANCE RATE MAP. SEE COMMUNITY MAP 480250, PANEL B D A SPECIAL FLOOD HAZARD AREA. BASE FLOOD ELEVATION 14.0' M.S.L.
MAP REVISED: SEPT. 29, 1996

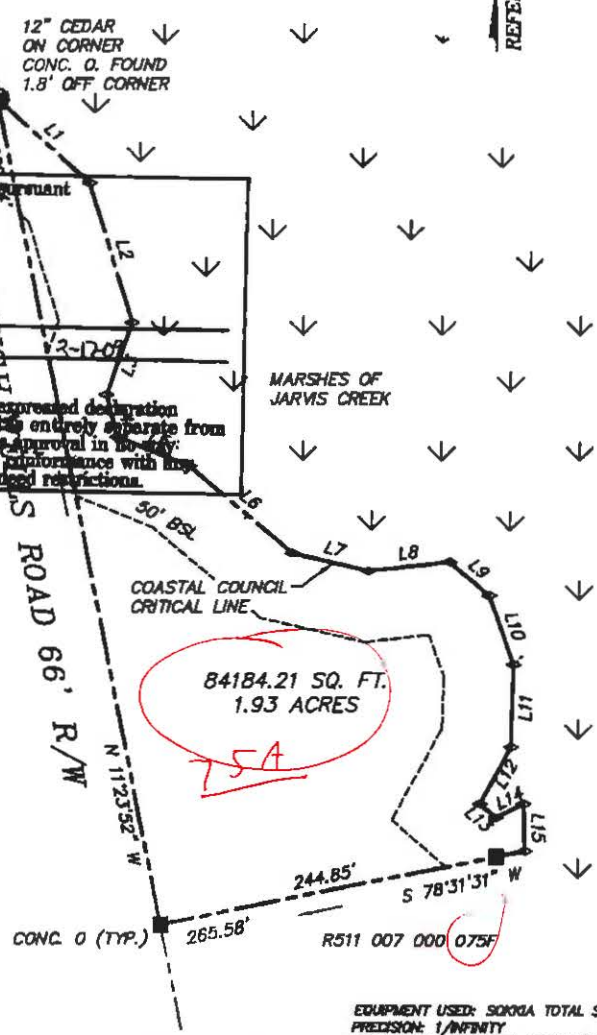
This plat does not constitute development pursuant to the Town of Hilton Head Island, SC Land Management Ordinance Section:

16-1-106(1) 18-1-106(1)
16-1-106(2) 18-1-106(2)
16-1-106(3) 18-1-106(3)

Certified by: *U. Colin*
Title: *Dev. Rev. Form* Date: *12-12-09*

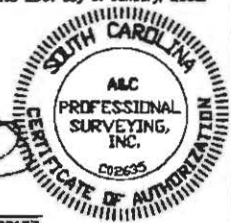
Disclaimer:
The Town of Hilton Head Island makes an expressed declaration of policy that the public regulation of land is entirely separate from and independent of private restrictions. This approval in no way implies that the proposed development is in compliance with any restrictive covenants, private easements or deed restrictions.

LINE	BEARING	DISTANCE
L1	S 47°42'41" E	89.76'
L2	S 17°02'17" E	104.19'
L3	S 19°26'38" W	54.32'
L4	S 14°32'54" E	30.87'
L5	S 87°51'21" E	55.40'
L6	S 49°59'37" E	96.75'
L7	S 76°30'44" E	55.70'
L8	N 83°13'46" E	58.33'
L9	S 50°03'36" E	37.24'
L10	S 19°43'45" E	52.40'
L11	S 01°26'20" W	58.57'
L12	S 28°27'11" W	46.16'
L13	S 49°14'17" E	14.96'
L14	N 63°24'53" E	21.99'
L15	S 01°42'18" E	33.60'



EQUIPMENT USED: SOKKIA TOTAL STATION
PRECISION: 1/INFINITY
FIELD WORK COMPLETED: 01/26/2009

I hereby state that to the best of my knowledge, information and belief, the survey shown herein was made in accordance with the requirements of the "MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA", and meets or exceeds the requirements for a Class 'A' survey as specified therein. Also there are no visible encroachments or projections other than shown. In my opinion the property shown corresponds to the boundaries of the subject parcel(s). Survey not valid unless signed and sealed by original surveyors and, within my original signature, this 29th day of January, 2009.



A&C PROFESSIONAL SURVEYING, INC.
www.aandsurvey.com

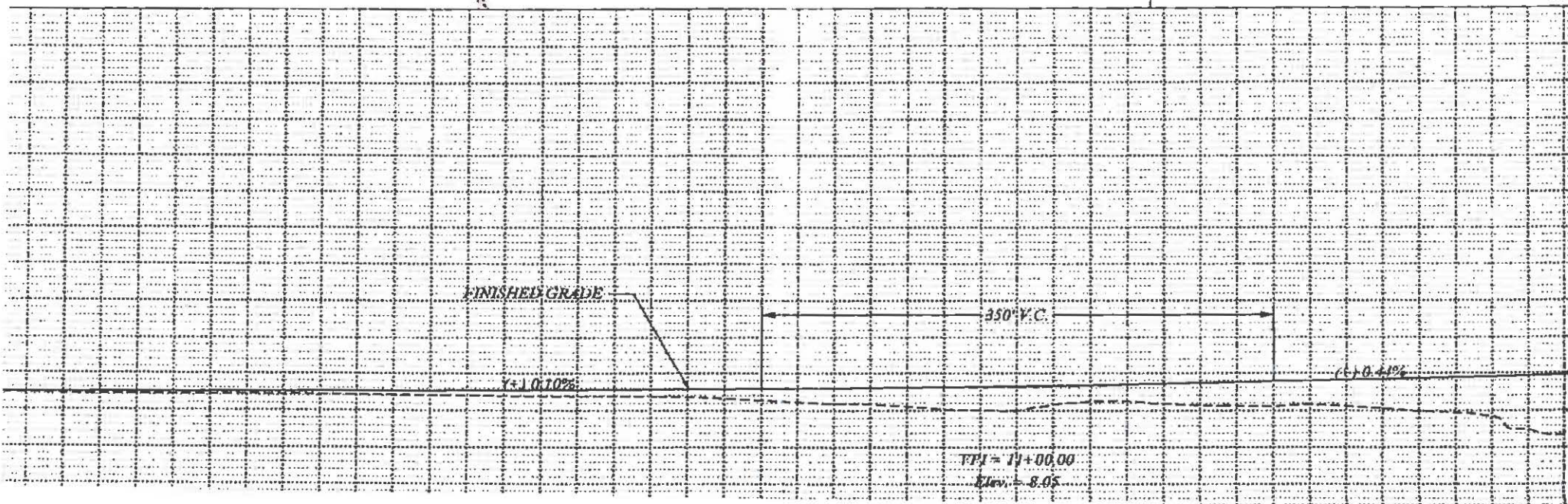
P.O. BOX 531
HARDEEVILLE, SC 29927
OFFICE: (843) 784-3100
FAX: (843) 784-3358

SUBDIVISION: -
LOT No.: -
BLOCK: -
PLAT BOOK: -
DATE: JANUARY 28, 2009
JOB No.: 09008
DRAWN BY: MDC
CHECKED BY: MDC

PREPARED FOR: JAY AULD AND BUTCH FLOYD

**PLAT OF 1.93 ACRES,
KNOWN AS
R511 007 000 075A**

PLACE FLOATING TURBIDITY
APPROX. AS SHOWN



THE STATE OF SOUTH CAROLINA

PERMISSION FOR:

COUNTY OF BEAUFORT

CONSTRUCTION SLOPES

Road/Route S-79 (Spanish Wells Road)
File 7.039102
Item
Project BR07(009)
PIN 39102
Tract 42

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Town of Hilton Head and Beaufort County, Post Office Box 1228 Beaufort, SC 29906 in consideration of the sum of One Dollar (\$1.00), to me (or us) in hand paid, and other valuable consideration at and before the sealing and delivering hereof, do hereby grant to the South Carolina Department of Transportation permission to do the work as outlined below, with the understanding that this work is to be done on property of the grantor outside of the right of way, it being fully understood and agreed that no right of way is being granted to the Department for the purpose of this construction. Further, permission is granted to perform construction beyond the right of way such as grading and other work necessary to adjust the grade of driveways to conform to the proposed roadway improvements as shown on the plans for the construction of this project.

SPECIAL PROVISIONS:

Also herein granted is permission for construction slopes to extend beyond the right of way on the right of S-79 (Spanish Wells Road), between approximate survey stations 6+53.72 and 7+18 with the understanding that no additional property is granted for construction slopes, during this construction. Also it is understood and agreed that trees and/or shrubbery may be destroyed during this construction.

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ By _____
Recorded _____ By _____
Project BR07(009) File 7.039102 Tract 42

TO HAVE AND TO HOLD, all and singular, the said Permission heretofore granted, unto the said South Carolina Department of Transportation.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this _____ day of _____, in the year of our Lord, Two Thousand and Fourteen.

Signed, sealed and delivered in the presence of:

Town of Hilton Head

1st Witness _____

By: _____ (L.S.)

2nd Witness _____

Its: _____ (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF _____)
COUNTY OF _____)

PROBATE

Personally appeared before me the undersigned witness and made oath that she/he saw the within named sign, seal and as their act and deed, deliver the within written instrument; and that she/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2014

NOTARY PUBLIC FOR _____

My Commission Expires. _____

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ By _____

Recorded _____ By _____

Project BR07(009) File 7.039102 Tract 42

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2**SUMMARY APPRAISAL REPORT**

- (1) Tract Location: East side Spanish Wells Rd., Hilton Head Island, S.C.
 Property Owner: Beaufort County & Town of Hilton Head Island
 Address: 1 Town Center Court, Hilton Head Island, S.C. 29928

**Areal View of Subject Property****PREPARED FOR:****South Carolina Department of Transportation**

- (2) Prior to inspection the owner was contacted by telephone and invited to be present during inspection of this property. The tract was inspected on August 5, 2014 and I was accompanied by _____, nobody.

Required by Sec. 102 (c) 1 of Uniform Act**Explain: (Why not accompanied, relation of representative, items discussed, etc.)**

I contacted Mr. Rob McFee with Beaufort County and Mr. Scott Liggett with the Town of Hilton Head Island by email prior to the inspection. I also left a telephone message for Mr. McFee. The emails and telephone call were not returned, and I inspected the subject property alone on August 5, 2014. I spoke with Mr. McFee via telephone after the inspection, and he did not feel it was necessary to meet me on-site.

A couple of employees with the Town of Hilton Head Island also telephoned after the inspection, and we discussed the acquisition. It was explained that I would be on the island again August 12, 2014 and to contact me if a representative for the Town of Hilton Head wished to meet on-site. I did not hear back from the Town.

AUG 18 2014

SCDOT
 SOUTHERN R/W OFFICE
 Right of Way Section

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

PREPARED BY:

(3) Stuart M. Saunders, MAI, CCIM

S.C. State Certified General R/E Appraiser #: CG 1405

Firm Name:

Saunders & Associates,

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2

APPRAISAL SUMMARY

- (4) Property Owner: Beaufort County & Town of Hilton Head Island
 Tract Location: East side Spanish Wells Rd., Hilton Head Island, S.C.
 Date of Appraisal: 08/14/14 Date of Value: 08/5/14

(5)	DESCRIPTION	BEFORE	AFTER
	Present Use:	Undeveloped (Describe if "Other")	Same (Describe if "Other")
	Number of Buildings:	0	0
	Primary Improvement Size: (Stated in units of comparison)	N/A	N/A
	Building Setback (Feet)	N/A	N/A
	# of Feet Building is Above (+), at (0), or Below (-) Road Grade:	N/A	N/A
	# Parking Spaces:	N/A	N/A
	Corner Influence:	No Corner	No Corner
	Primary Frontage (Linear Feet):	600' +/- on Spanish Wells Road	Same
	Total Frontage(s) (Linear Feet):	600' +/-	Same
	Ingress/Egress: Primary Road	Full Access	Full Access
	Secondary Road(s)	N/A	N/A
	Zoning Conformity:	Legal Conforming	Legal Conforming

(6)	Site Size (SF):	84,071	76,214
	Site Size (Ac.):	1.93	1.75
	Present or Intended Use of Site:	Preservation (Describe if "Other")	Preservation (Describe if "Other")
	Shape:	Irregular	Irregular
	Size of Acquisition:	.18 acres, or 7,857 S.F.	

(7)	HIGHEST AND BEST USE		
	As Vacant:	Preservation/residenti al/speculation	Same
	As Improved:	N/A	N/A

(8)	Annual Market Rent per SF:	\$ N/A	\$ N/A
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(9)	VALUE INDICATIONS		
	Land Value:	\$ 239,600	\$ 217,210
	Sales Comparison Approach:	\$ 239,600	\$ 217,210
	Cost Approach:	\$ N/A	\$ N/A
	Income Approach:	\$ N/A	\$ N/A
	Final Value Indications:	\$ 239,600	\$ 217,210

(10)	Value of Acquisition:	\$ 22,390
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File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2**APPRAISAL DETAILS AND REQUIREMENTS**

- (11) PROPERTY RIGHTS APPRAISED: Fee Simple
- (12) PURPOSE OF THE APPRAISAL: To estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project.
- (13) INTENDED USE: To assist the South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition.

Market value is defined as "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

SOURCE: The Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition

- (14) EXPOSURE TIME: 12 months

- (15) FIVE-YEAR SALE HISTORY:

Date	Sale Price	Deed Reference
03/02/10 S; 03/16/10 R	\$1,267,005.20	2940/2266
03/27/09 S; 03/30/09 R	\$639,000	2826/327
03/02/09 S; 03/30/09	\$300,000	2826/319
05/06/04 S; 07/21/05 R	\$10.00	2191/2182
Comments: The most recent transfer of the subject property included several parcels.		

- (16) CURRENT LISTING:

N/A

PENDING CONTRACT:

N/A

- (17) ASSESSMENT AND TAXES:

Tax Parcel ID #: R511-007-000-075A

Tax Year: 2013

Land Value: \$ 183,900 Improvement Value: \$ 0 Total Assessed Value: \$ 11,034

Real Estate Taxes: \$ 9.48

- (18) CURRENT ZONING ANALYSIS:

District: SMU, Stoney Mixed Use District

Current Conformity: Legal Conforming

MINIMUM REQUIREMENTS:

Front Setback: 40 feet

Rear Setback: 50 foot BSL according to plat

Side Setback: Varies

Building Height: Varies

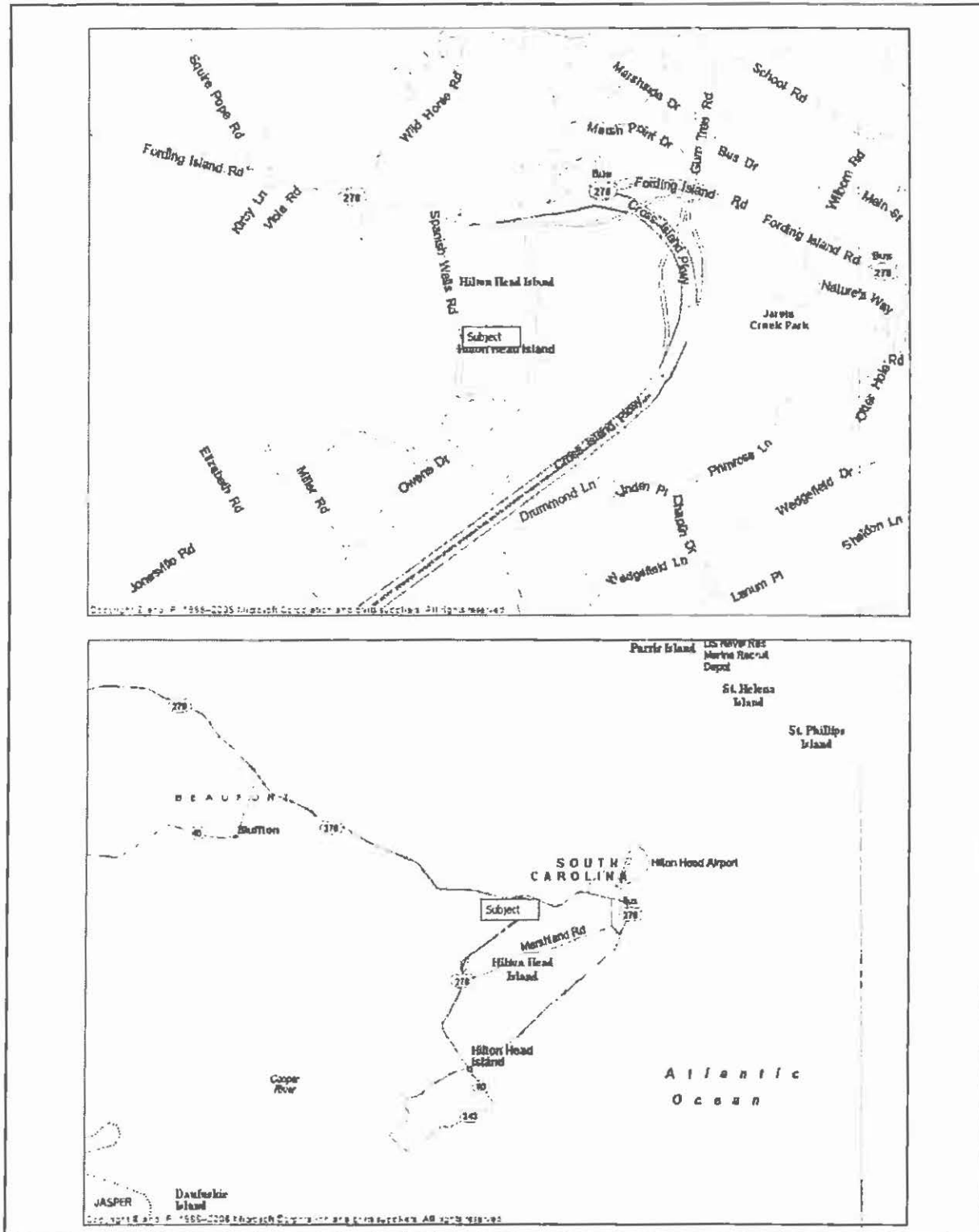
Parking Spaces: Varies

Road Frontage: N/A

Maximum Building Size: N/A

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SUBJECT LOCATION MAP



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SUBJECT PHOTOGRAPHS (1-3)

Address/Location: Spanish Wells Road, Hilton Head Island, South Carolina
 Photos Taken By: Stuart M. Saunders, MAI, CCIM Date of Photos: August 5, 2014

1. Front, southeasterly view of subject from across Spanish Wells Road.



2. Southerly view of subject's frontage along Spanish Wells Road.



3. Northerly view of subject's frontage along Spanish Wells Road.



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SUBJECT PHOTOGRAPHS (4-6)

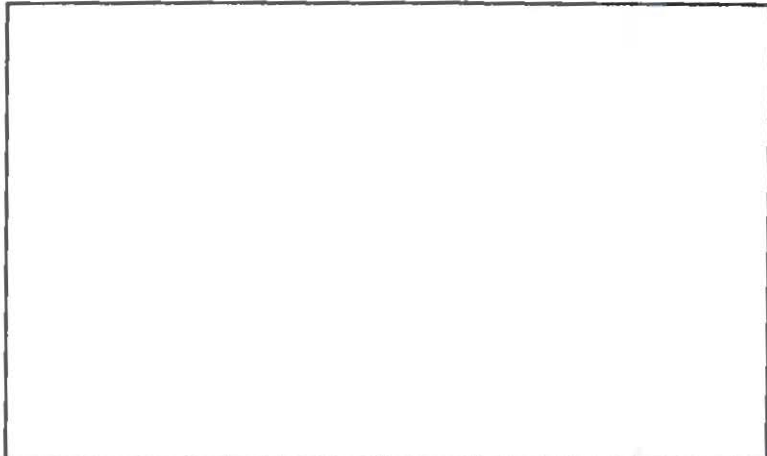
Address/Location: Spanish Wells Road, Hilton Head Island, South Carolina

Photos Taken By: Stuart M. Saunders, MAI, CCIM Date of Photos: August 5, 2014

4. Interior view of subject.

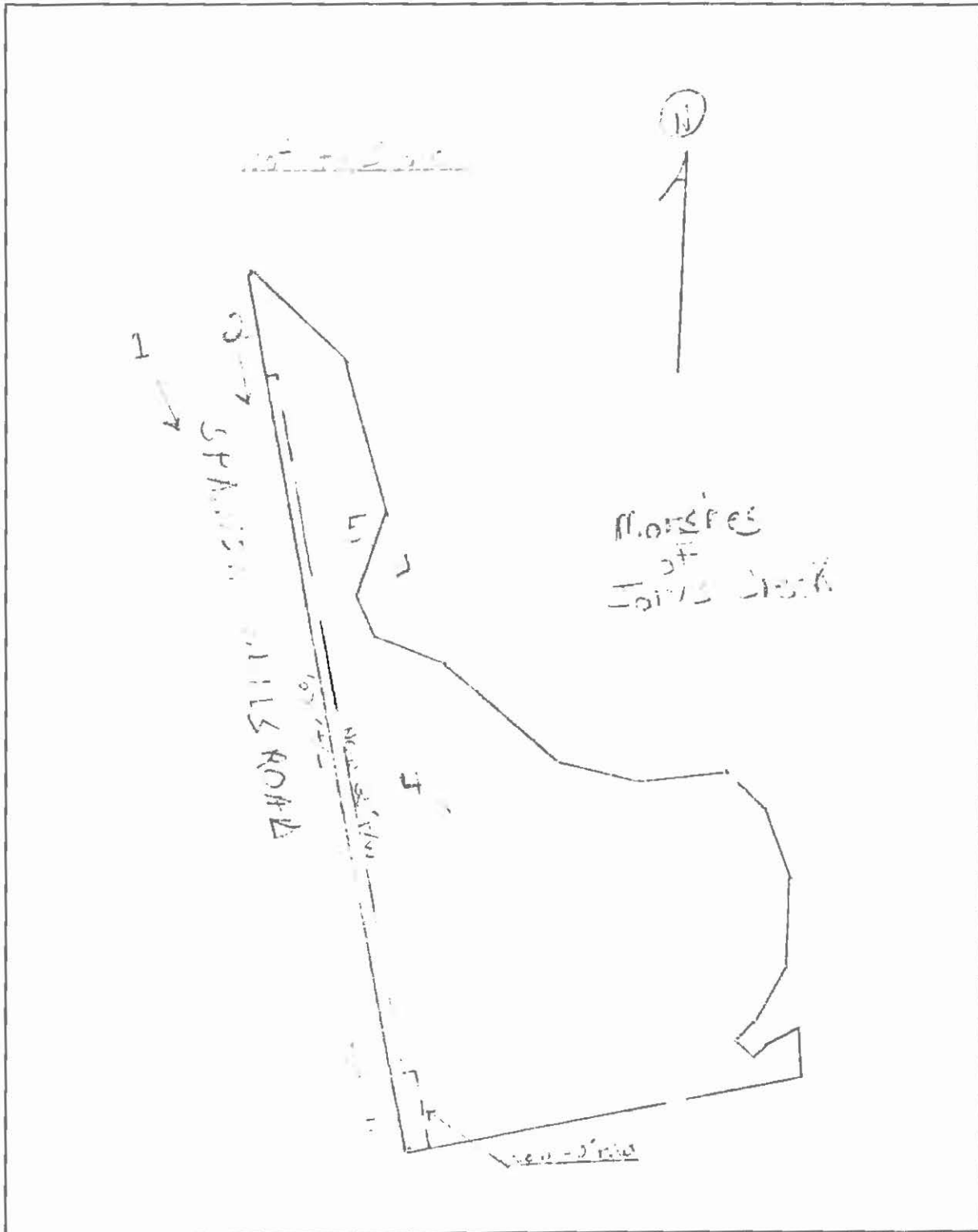


5. Marshes of Jarvis Creek from rear of site.



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SUBJECT SKETCH



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PARAGRAPH 19. SCOPE OF WORK:

The subject is an undeveloped property located with frontage on Spanish Wells Road and the marshes of Jarvis Creek. It is located within the town limits of Hilton Head Island, Beaufort County, South Carolina.

.18 acres, or 7,857 square feet, is being acquired across the front of the subject along Spanish Wells Road for the replacement of Jarvis Creek Bridge.

This appraisal arrives at an opinion as to the fair market value of the acquisition. The appraisal involves an inspection of the subject, a thorough research of market data including comparable unit sales, and prevailing asking prices and terms for similar properties. Trends in the market are analyzed that would impact the value of the property and a determination is made as to the Highest and Best Use of the property both before and after the acquisition. The appropriate valuation techniques based on market data and analysis in concert with the Highest and Best Use conclusion are applied.

The Sales Comparison Approach is used to arrive at an opinion of market value for the subject land before and after the acquisition. The Cost Approach is not performed because the subject is undeveloped. The Income Approach is not performed because it does not appear that the property is subject to a ground lease and the fee simple value is appraised.

The steps taken in completion of this assignment are outlined as follow:

Property Identification/History: The subject property is identified through the Beaufort County public records as well as the plans for the project and other information provided by the Right of Way Agent.

Property Inspection: Stuart M. Saunders, MAI, CCIM conducted an on-site inspection of the subject property on August 5, 2014. The only purpose in visiting the property is to identify the characteristics and factors that impact the property's value on the date of the visit for a Right of Way Acquisition, and should not be considered, understood or relied upon to achieve any other objective or purpose. Aerial photographs were also utilized in the inspection of the property.

Property Description: A description of the subject property has been based upon the on-site inspection, public records and plans for the project.

Zoning and Restrictions: The subject's zoning has been obtained from the Town of Hilton Head Island. The subject deed was also reviewed for the presence of private restrictions.

Cost Approach: The Cost Approach is not applicable to this assignment.

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Sales Comparison Approach: Sales of comparable properties were used to perform this approach to value. The appraiser conducted an on-site physical inspection of the sales when possible. The transfers were verified via public records and with the appraiser, broker, grantor, grantee or knowledgeable third party when possible.

Income Capitalization Approach: This approach to value is not applicable to the assignment.

Reconciliation: The indications of value before and after the acquisition are used to arrive at an opinion as to the difference in the market value of the subject caused by the acquisition of the right of way for the proposed construction of this project.

This narrative appraisal report is presented in a summary format. The report is completed in conformance with the Uniform Standards of Professional Appraisal Practice and with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute.

The conclusions have been reported in a SCDOT Standard format Appraisal Report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). Plans were furnished to show the acquisition area for right of way and are assumed to be correct.

Adequate data was available to complete the analysis. The before value is subject to the extraordinary assumption that the new right of way acquisition does not exist and will not exist. The after value is subject to hypothetical condition recognizing the value of the subject as if new right of way acquisition has already existed.

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PARAGRAPH 20-A. DESCRIPTION OF REALTY (BEFORE):

SITE DESCRIPTION

Present Use	Undeveloped
Site Size	1.93 acres or 84,071 square feet. It is recommended that a qualified surveyor inspect the subject for existing property lines and easements that are unable to be detected by the appraiser(s).
Curb and Gutters	None
Sidewalk	None
# of Lanes	There are two (2) travel lanes along Spanish Wells Road in front of the subject.
Traffic Level	The traffic flow in front of the subject appears to be light to moderate.
Traffic Control	None
Shape	Subject has an irregular shape.
Ingress/Egress	Subject has full access from Spanish Wells Road.
Access to the Improvements	N/A
Frontage	The subject has approximately 600 feet of road frontage. It also has frontage along the marshes of Jarvis Creek.
Grade at Road Level	At Grade
Visibility/Exposure	Good
Topography	The subject is generally level and mostly wooded.
Drainage	Adequate
Flood Plain:	
Map Number	4502500008D
Date	September 29, 1986
Zone	A, high flood risk
Landscaping	None
Utilities	
Water	Present
Sewer	Present
Electricity	Present
Natural Gas	N/A
Telephone	Present
Zoning	
Designation	SMU, Stoney Mixed Use District
Uses Allowed	This district is designed to encourage cooperation between property owners in developing their properties, provide connectivity between properties, and create more pedestrian oriented uses than traditional

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	commercial development. A mix of residential, commercial, office, and some resort accommodations are permitted.
Easements/ Encroachments	Based upon my inspection and examination of the subject site, as well as my review of plats and deeds of the property, I did not detect adverse easements other than normal utility easements and rights of way. These are not believed to have a detrimental impact on property value. It should be noted that I am not qualified to detect easements and encroachments and legal counsel should be retained if there are any indications of title defects.
Environmental	I am unaware of potential environmental hazards on the property. Environmental aspects of the subject property are beyond my expertise. If necessary, I recommend a professional in environmental expertise be retained.
Comments	A 50 foot building setback line common with marshes of Jarvis Creek runs across the rear of the property.
Personal Property, FF&E, etc. (Included in the estimate of value)	N/A
Relocation Items (Not included in the estimate of value)	N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2**PARAGRAPH 20-B. DESCRIPTION OF REALTY (BEFORE):****IMPROVEMENT DESCRIPTION**

Business Name (if applicable)	N/A
Improvement Size (Stated in Units of Comparison)	N/A
Year Built	
Estimated Effective Age	N/A
Estimated Economic Life	N/A
Type/Quality of Construction	N/A
Additions/Renovations	N/A
Foundation	N/A
Exterior Walls/Windows	N/A
Roof	N/A
Special Features	N/A
Exterior Condition	Overall exterior condition is N/A.
Interior Walls/Ceilings	N/A
HVAC	N/A
Flooring Covering	N/A
Lighting	N/A
Plumbing	N/A
Interior Condition	Overall interior condition is N/A.
Site Improvements	N/A
Parking	N/A
Utility	The property appears to have N/A utility and amenities for the existing utilization.
Comments	N/A
Personal Property, FF&E, etc. (Included in the estimate of value)	N/A
Relocation Items (Not included in the estimate of value)	N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2**PARAGRAPH 21. HIGHEST AND BEST USE (BEFORE):**

Highest and Best Use is defined in The Appraisal of Real Estate – 13th Edition as, “The reasonably probable and legal use of vacant land or an improved property, that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.”

AS VACANT:***Physically Possible:***

The subject site has an irregular shape and contains 1.93 acres, or 84,071 square feet. It has approximately 600 feet of frontage along Spanish Wells Road as well as good frontage along the marshes of Jarvis Creek. It is generally level and wooded with good visibility and full access from the road. All necessary public and private utilities are available for development of the site.

Legally Permissible:

The subject is zoned SMU, or Stoney Mixed Use District, by the Town of Hilton Head Island. This district permits a variety of uses.

Financially Feasible/Maximally Productive:

Residential, preservation and speculation are all financially feasible and maximally productive for the subject parcel.

Therefore, based on the preceding discussion my opinion of the highest and best use of the property, as vacant and available for development, is for residential, preservation and speculative utilization.

AS IMPROVED:***Physically Possible:***

N/A

Legally Permissible:

N/A

Financially Feasible/Maximally Productive:

N/A

Therefore, based on the preceding discussion my opinion of the highest and best use of the subject property, as improved, is for N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2**PARAGRAPH 22. VALUATION BEFORE THE ACQUISITION:**

Land value is derived separately using the sales comparison approach and a minimum of three comparable sales. The South Carolina Department of Transportation requires that the Sales Comparison Approach be demonstrated for all improved properties unless unusual circumstances preclude its development or the improvements are determined to be unaffected by the acquisition. The Cost Approach shall be considered when the impacted improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. The SCDOT requires application of the Income Approach on all investment and income-producing properties where existing improvements might be impacted by the project.

PARAGRAPH 22-A. SALES COMPARISON APPROACH TO VALUE (BEFORE)

The Sales Comparison Approach uses four (4) comparable land sales to appraise the subject land. The sales are charted and mapped along with comparable sales sheets in the Sales Brochure.

An adjustment grid is provided within the following pages, and the sales are given adjustments for location, size, shape and marsh/view. The sales price per square foot of effective land area is the chosen unit of comparison. The sales are discussed below.

Land Sale 7 is 15,682 square foot residential lot located in Palmetto Hall. It transferred for \$86,150, or \$5.49 per square foot, on January 21, 2014. The rear of this lot is adjacent to a lagoon, which in turn is adjacent to the golf course. A downward adjustment of 15% is given to Sale 7 because its location at the end of cul-de-sac within a private community is considered superior to the subject property. It is also given a downward adjustment of 15% for size since smaller sized properties typically sell for more on a per unit basis than larger properties, all other elements of comparison being equal. Land Sale 7 brackets the upper end of the range with an adjusted price per square foot of \$3.84.

Land Sale 10 is a residential lot with 25,281 square feet that sold on March 13, 2014 for \$78,000, or \$3.09 square foot. The rear of the lot is adjacent with Dillon Road while the southwest and southeast property lines are adjacent to a golf course and cart path. Land Sale 10 is not given an adjustment for location because the rear of the lot backs to Dillon Road and the front is adjacent to a golf cart path. It is given downward adjustments of 15% for superior size and shape, in comparison to the subject. Land Sale 10 establishes the lower end of the range with an adjusted price of \$2.62 per square foot, after an upward adjustment of 15% is given for lack of marsh view.

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Land Sale 11 with 21,780 square feet is located along the marshes of Jarvis Creek at the end of Kirby Lane. It transferred on July 14, 2014 for \$70,000, or \$3.21 per square foot. An upward adjustment of 15% is applied for the inferior location of this parcel at the end of dirt lane. Land Sale 11 reflects an adjusted price of \$2.73 per square foot after downward adjustments of 15% are given for smaller size and superior shape, in comparison to the subject.

Land Sale 12 is located at 152 Dillon Road and has 57,935 square feet of highlands. It transferred on June 3, 2014 for \$165,000, or \$2.85 per square foot. This property compares well to the subject and is not given any adjustments.

SALES COMPARISON APPROACH (BEFORE) CONCLUSION:

The adjusted prices range from \$2.62 to \$3.84 per square foot. Sale 12 compares the best to the subject and is weighted the most in arriving at an opinion of value toward the middle of the range.

The indicated market value of the subject is shown as follows:

84,071 S.F.	X	\$ 2.85 per square foot	=	\$ 239,602
	X	\$ per unit	=	\$
Rounded to:				\$ 239,600

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TRACT 2

Comparable Sale	7	10	11	12
Sale Date	Jan-14	Mar-14	Jul-14	Jun-14
Size (SF)	15,682	25,281	21,780	57,935
Price / SF	\$5.49	\$3.09	\$3.21	\$2.85
<u>Adjustments</u>				
Property Rights	0%	0%	0%	0%
Sub-Total	\$5.49	\$3.09	\$3.21	\$2.85
Financing Terms	0%	0%	0%	0%
Sub-Total	\$5.49	\$3.09	\$3.21	\$2.85
Conditions of Sale	0%	0%	0%	0%
Sub-Total	\$5.49	\$3.09	\$3.21	\$2.85
Market Conditions	0.00%	0.00%	0.00%	0.00%
Sub-Total	\$5.49	\$3.09	\$3.21	\$2.85
Location / Exposure	-15%	0%	15%	0%
Frontage / Access	0%	0%	0%	0%
Size	-15%	-15%	-15%	0%
Shape	0%	-15%	-15%	0%
Topography	0%	0%	0%	0%
Utilities	0%	0%	0%	0%
Marsh / View	0%	15%	0%	0%
Easements	0%	0%	0%	0%
Sub-Total Adjustments	-30%	-15%	-15%	0%
Adjusted Price	\$3.84	\$2.62	\$2.73	\$2.85

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PARAGRAPH 22-B. COST APPROACH TO VALUE (BEFORE):

N/A

PARAGRAPH 22-C INCOME CAPITALIZATION APPROACH TO VALUE (BEFORE)

N/A

PARAGRAPH 23. RESOLUTION OF BEFORE VALUE AND VALUE ESTIMATE:

Sales Comparison Approach - There were several recent sales of comparable properties, and this approach provides a reliable indication of value for the subject property of \$239,600.

Cost Approach - N/A

Income Approach - N/A

Therefore, based on the information contained in this report, the market value of the subject property as of the date of this report is estimated to be \$239,600.

PARAGRAPH 24. DESCRIPTION OF THE ACQUISITION:

Land

There is .18 acres, 7,857 square feet, of permanent right of way being purchased along most of the subject's frontage with Spanish Wells Road. The area of acquisition has an irregular shape, is generally level and mostly wooded. It has a length of approximately 600 feet and depth of 3 feet to 37 feet.

Improvements

The acquisition is undeveloped.

PARAGRAPH 25. DESCRIPTION OF THE REMAINDER:

The Department of Transportation is relocating Spanish Wells Road in front of the subject in order to accommodate the new bridge being constructed over Jarvis Creek. Spanish Wells Road will still have two (2) lanes, and except for its reduction in size to 76,214 square feet, the subject is essentially unaffected by the acquisition. The subject will still be generally at road grade with full access and good visibility from the road.

In my opinion, there are no damages or benefits to the remainder.

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PARAGRAPH 26. HIGHEST AND BEST USE (AFTER):

AS VACANT:

The highest and best use of the site is the same as in the before situation.

Therefore, based on that preceding discussion, my opinion of the highest and best use of the subject property, as vacant and available for development, after the proposed road construction is for residential, preservation, or speculative purposes.

AS IMPROVED:

N/A

PARAGRAPH 27. VALUE AFTER THE ACQUISITION:

"After" values and conclusions are based upon plans provided by the SCDOT and the completion of the proposed road construction.

Consideration has been given to relevant aspects of the property affected by the acquisition for analysis and comparison to the subject's "before" condition and the comparable data.

PARAGRAPH 27-A. SALES COMPARISON APPROACH TO VALUE (AFTER):

EXPLANATION OF ADJUSTMENTS:

The price per square foot value of the remainder is the same as before the acquisition.

VALUATION (AFTER) CONCLUSION:

The value of the subject in the after situation is shown as follows:

76,214 S.F.	X	\$ 2.85 per S.F.	=	\$ 217,210
	X	\$ per unit	=	\$
Rounded to:		\$ 217,210		

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2**PARAGRAPH 27-B. COST APPROACH TO VALUE (AFTER):**

N/A

PARAGRAPH 27-C. INCOME CAPITALIZATION APPROACH TO VALUE (AFTER)

N/A

PARAGRAPH 28. RESOLUTION OF AFTER VALUE AND VALUE ESTIMATE:

Sales Comparison Approach - The appraised value of the subject after the acquisition is well supported at \$217,210.

Cost Approach - N/A

Income Approach - N/A

The Sales Comparison Approach would be relied upon by a potential purchaser. There was an ample supply of comparable sales, and the indication of value by this approach is well supported.

Therefore, based on the information contained in this report, the market value of the subject property after the acquisition is estimated to be \$217,210.

PARAGRAPH 29. UNECONOMIC REMAINDER:

UNECONOMIC REMNANT – A parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner.

NOTE: An uneconomic remnant may have substantial "market" value and still have little or no value or utility to the owner. (*Appraisal Guide; Federal Highway Administration*).

The subject has good utility to the owner and is not considered to be an uneconomic remainder.

N/A

Remainder Size	X	\$	per unit	X	Residual Value %	=	\$
Rounded to:	\$						

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2**DISTRIBUTION OF VALUES**

(30)	Value Components:	Before (Paragraph 22)	After (Paragraph 27)	Difference
	Land Value:	\$239,600	\$217,210	\$22,390
	Building Value:	\$0	\$0	\$0
	Site Improvements:	\$0	\$0	\$0
	TOTAL:	\$239,600	\$217,210	\$22,390

(31)	Value Components of the Acquisition:			
	Right of Way Acquired: 7,857 sf of permanent right of way			
	Land	7,857.00	acres/sf @: \$2.85	\$22,392
	Value of Buildings within the Acquisition Area:			\$0
	Value of Site Improvements within the Acquisition Area:			\$0
	Total for the Acquisition:			\$22,390
	plus Damages (if any to the remainder)			\$0
	less Benefits (if any to the remainder)			\$0
	Total for the Acquisition (Right of way, plus damages, less benefits):			\$22,390

(32)	Final Statement of Value:		
	a)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property before the acquisition is:	\$239,600
	b)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property after the acquisition is:	\$217,210
	c)	The difference between the indicated value of the property before the acquisition, and the indicated value of the remainder, after the acquisition is:	\$22,390

(33)	Based on this report, the fair market rental for this property is: N/A per month.	
	<i>(Indicate monthly rental if building improvement is located within the new right of way or if the current occupant will be displaced as a result of the acquisition.)</i>	
	The appraisal is made as of: 5-Aug-14	
	Date of Appraisal	14-Aug-14
	 Stuart M. Saunders, MAI, CCIM S.C. Certified General Real Estate Appraiser CG 1405	

	S.C. Real Estate Appraiser	

	S.C. Real Estate Appraiser	

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GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions - This appraisal has been completed and the appraisal report prepared with the following **general assumptions**:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. The titles to the property are assumed to be good and marketable unless otherwise stated. Any plats, maps, or photographs in this appraisal are used merely to help the reader visualize the property and its surroundings and are not certified to be accurate.
2. Any liens or encumbrances (except for any lease encumbrance that might be referred to in the appraisal) which may exist have been disregarded, and the property has been appraised as though no delinquency in the payment of general taxes or special assessment exists and as though free of indebtedness.
3. It is assumed that the utilization of the land and improvements are within the boundaries of the lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey of the subject property was made or caused to be made by us, and no responsibility is assumed for the occurrence of such matters.
4. A visual inspection of the subject site was made and all engineering is assumed to be correct. The plot plan and illustrative materials in this report are included only to assist the reader in visualizing the property and to show the reader the relationship of its boundaries. The appraiser is not a construction engineer and is not responsible for structural or cosmetic inadequacies associated with any of the improvements unless otherwise noted in the report.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The soil for the area under appraisal appears to be firm and solid, unless otherwise stated. Subsidence in the area is unknown or uncommon, and the appraiser(s) does not warrant against this condition or occurrence.
6. Subsurface rights (minerals and oil) were not considered in this appraisal unless otherwise stated. In addition, no potential timber value was considered.

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7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous materials or gases, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property, which would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. This appraisal assumes water and sewer services will always be provided for the subject.
11. Responsible ownership and competent property management are assumed.
12. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider

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General Assumptions Continued

non-compliance with the requirements of ADA in estimating the value of the property.

13. There is currently a good deal of discussion regarding the potential hazards of Electro-Magnetic Fields and the possible health risk of being located near high voltage transmission lines. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not there are potentially hazardous effects from EMF's. It is possible that a compliance survey of the property together with a detailed analysis could reveal that there is EMF levels, which are above a safe level. If so, this fact could have a negative impact on the value of the subject property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider EMF levels in estimating the value for the property.

General Limiting Conditions – This appraisal has been completed and the appraisal report has been prepared with the following **general limiting conditions**.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division or interests has been set forth in this report.
2. Neither possession of this appraisal or copy thereof carries with it the right to publication, nor may it be used for any purpose by anyone but the applicant without previous consent of the appraiser(s).
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor part of the contents of this report (especially as to value, the identity of the appraiser, or the firm with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

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5. Information, estimates, and opinions contained in this report are obtained from sources considered reliable, however the appraiser assumes no liability for such sources.
6. The information supplied to the appraiser is considered to be accurate. The information supplied by the client has been accepted without further verification as correctly reflecting the property's current condition unless otherwise noted.
7. The various estimates of value presented in this report apply to this appraisal only and may not be used out of the context presented herein. This appraisal is valid only for the appraisal date or dates specified herein and only for the appraisal purpose specified herein.
8. **The intended user and only user of this report is the South Carolina Department of Transportation for the intended use to assist them in an eminent domain acquisition.**
9. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
10. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice of The Appraisal Institute.
11. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 2**CERTIFICATE OF APPRAISER**

I Hereby certify:

That I have personally inspected the property herein and that I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making the appraisal were as represented in the comparable data brochure which supplements this appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and information upon which the opinions expressed therein are based is correct: subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with acquisition of right of way for a highway to be constructed by the State of South Carolina with the assistance of Federal-aid highway funds, or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State and Federal laws regulations, policies and procedures applicable to that appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of South Carolina.

That neither my employment nor my compensation for preparing this appraisal report is in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the South Carolina Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by the State officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the owner or his designated representative was given the opportunity to accompany me during my inspection of the property.

That I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

That any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is being acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration with in the reasonable control of the owner, has been disregarded in determining the compensation for the property.

That my opinion of the fair market value of the acquisition as of August 5, 2014 is \$22,390 based upon my independent appraisal and the exercise of my professional judgment.

As of the date of this report, I have completed the requirements for continuing education as set forth by the Uniform Standards of Professional Appraisal Practice and The Appraisal Institute.

Stuart M. Saunders
Stuart M. Saunders, MAI, CCIM
Inspecting Appraiser
State Certified General Real Estate Appraiser
#CG 1405

Date: August 14, 2014

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**SUMMARY APPRAISAL REPORT**

- (1) **Tract Location:** East side of Spanish Wells Rd., Hilton Head Island, S.C.
Property Owner: Beaufort County & Town of Hilton Head Island
Address: 1 Town Center Court, Hilton Head Island, S.C. 29928

**Areal View of Subject Property****PREPARED FOR:****South Carolina Department of Transportation**

- (2) **Prior to inspection the owner was contacted by telephone and invited to be present during inspection of this property. The tract was inspected on August 5, 2014 and I was accompanied by nobody.**

Required by Sec. 102 (c) 1 of Uniform Act.**Explain: (Why not accompanied, relation of representative, items discussed, etc.)**

I contacted Mr. Rob McFee with Beaufort County and Mr. Scott Liggett with the Town of Hilton Head Island by email prior to the inspection. I also left a telephone message for Mr. McFee. The emails and telephone call were not returned, and I inspected the subject property alone on August 5, 2014. I spoke with Mr. McFee via telephone after the inspection, and he did not feel it was necessary to meet me on-site.

A couple of employees with the Town of Hilton Head Island also telephoned after the inspection, and we discussed the acquisition. It was explained that I would be on the island again August 12, 2014 and to contact me if a representative for the Town of Hilton Head wished to meet on-site. I did not hear back from the Town.

AUG 18 2014

SCDOT
 SOUTHERN R/W OFFICE
 1

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

PREPARED BY:

(3) **Stuart M. Saunders, MAI, CCIM**

S.C. State Certified General R/E Appraiser #: CG 1405

Firm Name: Saunders & Associates,

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

APPRAISAL SUMMARY

- (4) Property Owner: Beaufort County & Town of Hilton Head Island
 Tract Location: East side Spanish Wells Rd., Hilton Head Island, S.C.
 Date of Appraisal: 08/14/14 Date of Value: 08/5/14

(5) DESCRIPTION	BEFORE	AFTER
Present Use:	Undeveloped (Describe if "Other")	Same (Describe if "Other")
Number of Buildings:	0	0
Primary Improvement Size: (Stated in units of comparison)	N/A	N/A
Building Setback (Feet)	N/A	N/A
# of Feet Building is Above (+), at (0), or Below (-) Road Grade:	N/A	N/A
# Parking Spaces:	N/A	N/A
Corner Influence:	No Corner	No Corner
Primary Frontage (Linear Feet):	265' +/- on Spanish Wells Road	Same
Total Frontage(s) (Linear Feet):	265' +/-	Same
Ingress/Egress:		
Primary Road	Full Access	Full Access
Secondary Road(s)	N/A	N/A
Zoning Conformity:	Legal Conforming	Legal Conforming

(6) Site Size (SF):	60,984	48,568
Site Size (Ac.):	1.40	1.115
Present or Intended Use of Site:	Preservation (Describe if "Other")	Preservation (Describe if "Other")
Shape:	Irregular	Irregular
Size of Acquisition:	.285 acres, or 12,416 S.F.	

(7)	HIGHEST AND BEST USE	
As Vacant:	Preservation/residenti al/speculation	Same
As Improved:	N/A	N/A

(8)	Annual Market Rent per SF:	\$ N/A	\$ N/A
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(9)	VALUE INDICATIONS	
Land Value:	\$ 173,805	\$ 138,420
Sales Comparison Approach:	\$ 173,805	\$ 138,420
Cost Approach:	\$ N/A	\$ N/A
Income Approach:	\$ N/A	\$ N/A
Final Value Indications:	\$ 173,805	\$ 138,420

(10)	Value of Acquisition:	\$ 35,385
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File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**APPRAISAL DETAILS AND REQUIREMENTS**

- (11) PROPERTY RIGHTS APPRAISED: Fee Simple
- (12) PURPOSE OF THE APPRAISAL: To estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project.
- (13) INTENDED USE: To assist the South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition.

Market value is defined as "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

SOURCE: The Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition

- (14) EXPOSURE TIME: 12 months

- (15) FIVE-YEAR SALE HISTORY:

Date	Sale Price	Deed Reference
03/02/10 S; 03/16/10 R	\$1,267,005.20	2940/2266
03/26/09 S; 03/30/09 R	\$790,000	2826/357
	\$	
	\$	
Comments: The most recent transfer of the subject includes several parcels and is 1/2 interest.		

- (16) CURRENT LISTING: N/A PENDING CONTRACT: N/A

- (17) ASSESSMENT AND TAXES:

Tax Parcel ID #: R511-007-000-075F

Tax Year: 2013

Land Value: \$ 127,600 Improvement Value: \$ 0 Total Assessed Value: \$ 7,656

Real Estate Taxes: \$ 47.39

- (18) CURRENT ZONING ANALYSIS:

District: SMU, Stoney Mixed Use District

Current Conformity: Legal Conforming

MINIMUM REQUIREMENTS:

Front Setback: 40 feet

Rear Setback: 20 foot BSL according to plat

Side Setback: Varies

Building Height: Varies

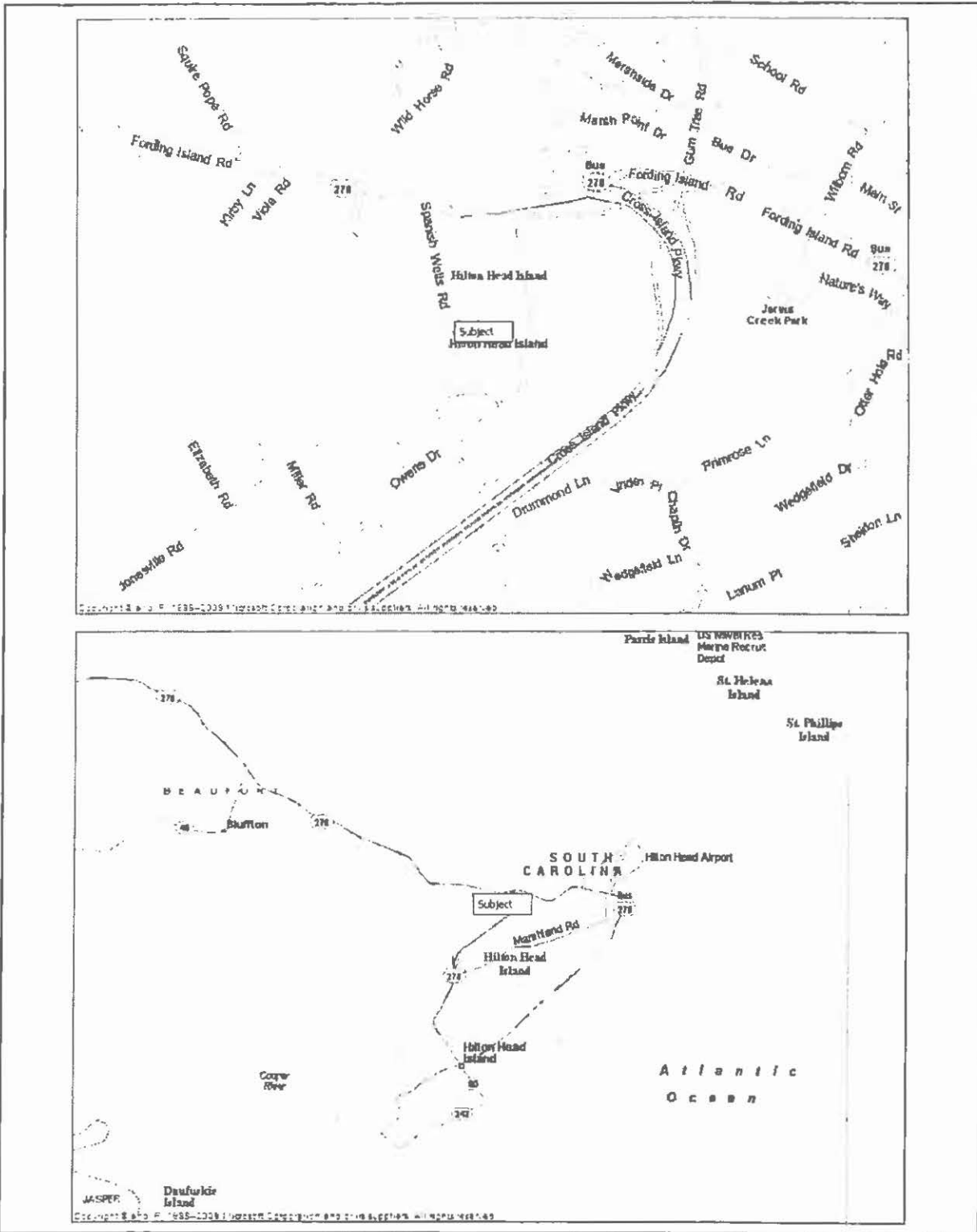
Parking Spaces: Varies

Road Frontage: N/A

Maximum Building Size: N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUBJECT LOCATION MAP



File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUBJECT PHOTOGRAPHS (1-3)

Address/Location: Spanish Wells Road, Hilton Head Island, South Carolina
Photos Taken By: Stuart M. Saunders, MAI, CCIM Date of Photos: August 5, 2014

1. Front view of subject property from across Spanish Wells Road.



2. Southerly view of subject's frontage along Spanish Wells Road.



3. Northerly view of subject's frontage along Spanish Wells Road.

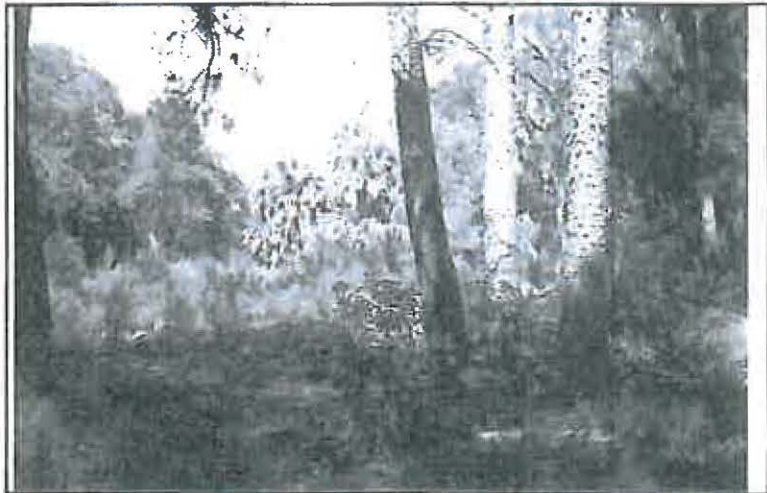


File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

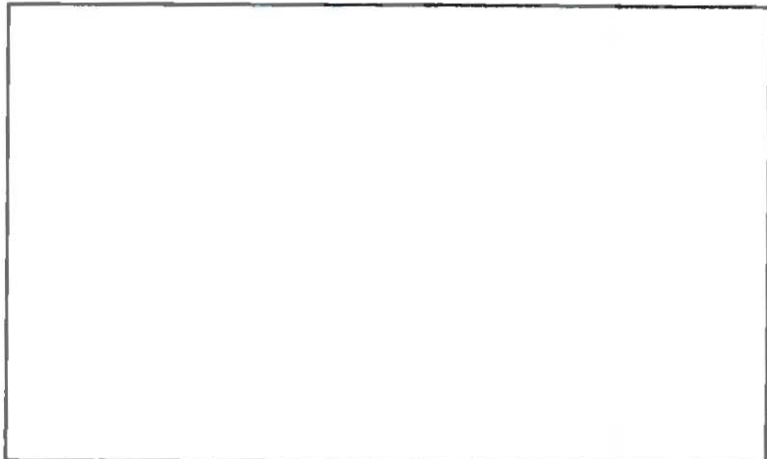
SUBJECT PHOTOGRAPHS (4-5)

Address/Location: Spanish Wells Road, Hilton Head Island, South Carolina
Photos Taken By: Stuart M. Saunders, MAI, CCIM Date of Photos: August 5, 2014

4. Interior view of subject.

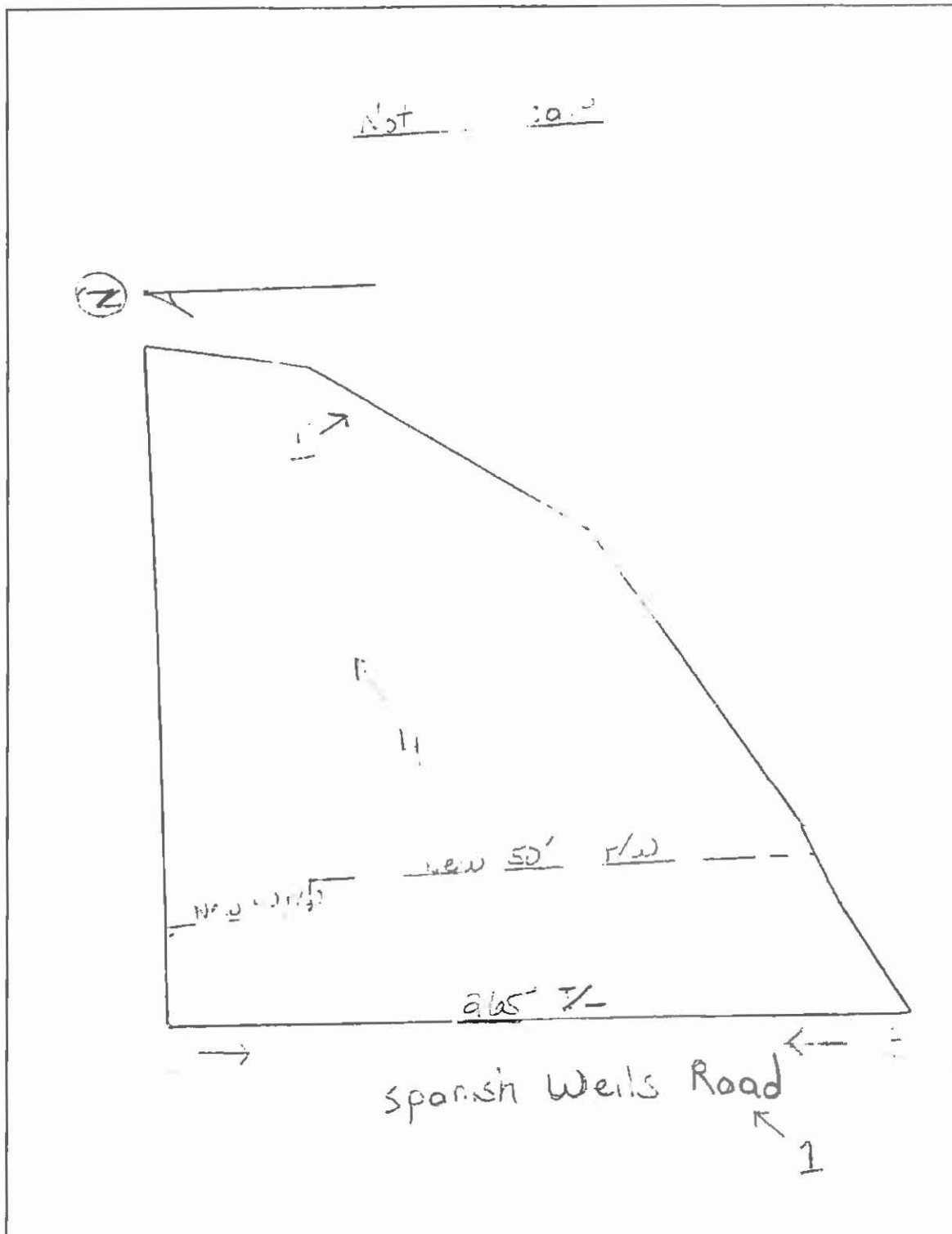


5. Marshes of Jarvis Creek at rear of site.



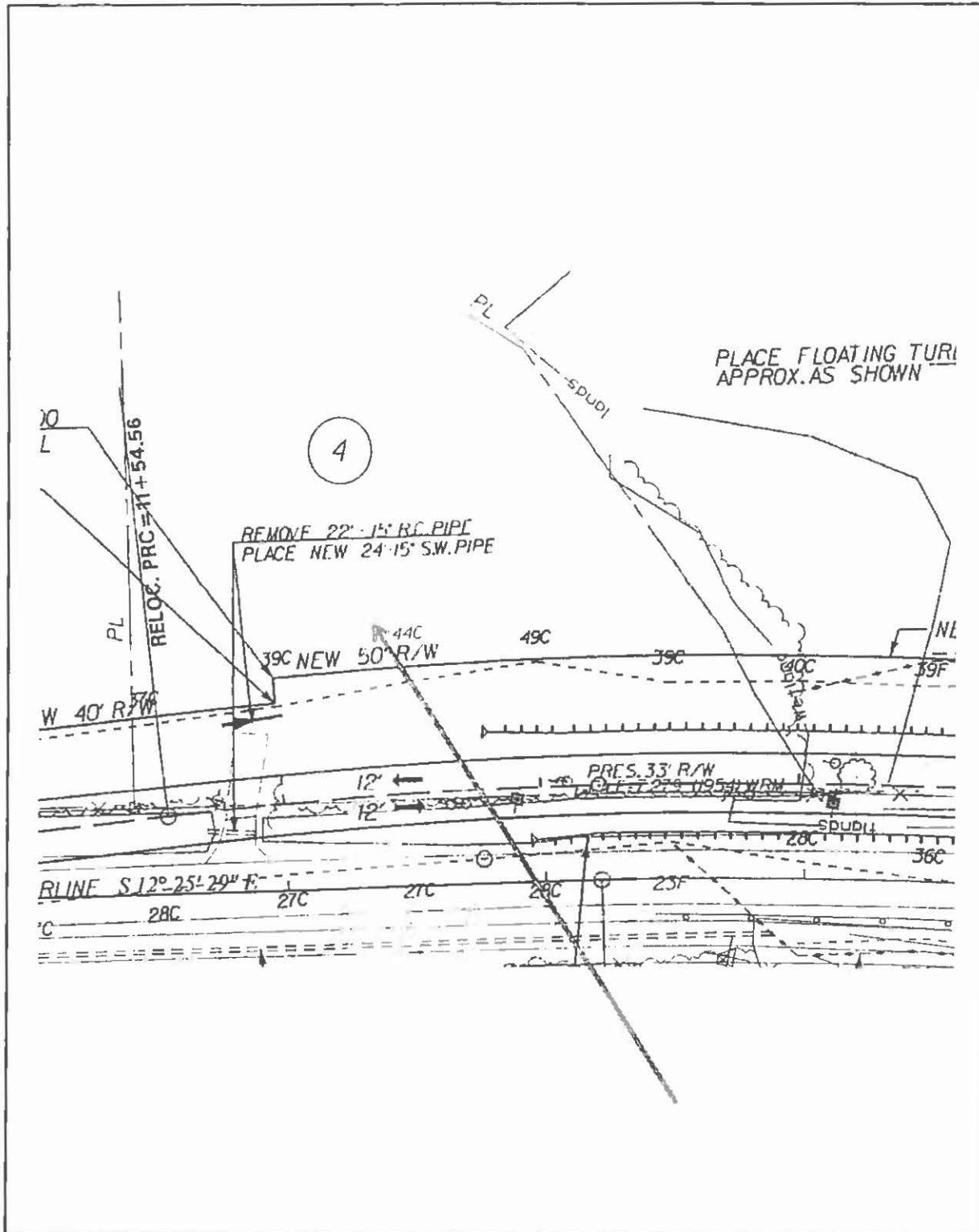
File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUBJECT PLAT\SKETCH



File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

SUBJECT PLAN SHEET



File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**PARAGRAPH 19. SCOPE OF WORK:**

The subject is an undeveloped property located with frontage on Spanish Wells Road and the marshes of Jarvis Creek. It is located within the town limits of Hilton Head Island, Beaufort County, South Carolina.

.285 acres, or 12,416 square feet, is being acquired across the front of the subject along Spanish Wells Road for the replacement of Jarvis Creek Bridge.

This appraisal arrives at an opinion as to the fair market value of the acquisition. The appraisal involves an inspection of the subject, a thorough research of market data including comparable unit sales, and prevailing asking prices and terms for similar properties. Trends in the market are analyzed that would impact the value of the property and a determination is made as to the Highest and Best Use of the property both before and after the acquisition. The appropriate valuation techniques based on market data and analysis in concert with the Highest and Best Use conclusion are applied.

The Sales Comparison Approach is used to arrive at an opinion of market value for the subject land before and after the acquisition. The Cost Approach is not performed because the subject is undeveloped. The Income Approach is not performed because it does not appear that the property is subject to a ground lease and the fee simple value is appraised.

The steps taken in completion of this assignment are outlined as follow:

Property Identification/History: The subject property is identified through the Beaufort County public records as well as the plans for the project and other information provided by the Right of Way Agent.

Property Inspection: Stuart M. Saunders, MAI, CCIM conducted an on-site inspection of the subject property on August 5, 2014. The only purpose in visiting the property is to identify the characteristics and factors that impact the property's value on the date of the visit for a Right of Way Acquisition, and should not be considered, understood or relied upon to achieve any other objective or purpose. Aerial photographs were also utilized in the inspection of the property.

Property Description: A description of the subject property has been based upon the on-site inspection, public records and plans for the project.

Zoning and Restrictions: The subject's zoning has been obtained from the Town of Hilton Head Island. The subject deed was also reviewed for the presence of private restrictions.

Cost Approach: The Cost Approach is not applicable to this assignment.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

Sales Comparison Approach: Sales of comparable properties were used to perform this approach to value. The appraiser conducted an on-site physical inspection of the sales when possible. The transfers were verified via public records and with the appraiser, broker, grantor, grantee or knowledgeable third party when possible.

Income Capitalization Approach: This approach to value is not applicable to the assignment.

Reconciliation: The indications of value before and after the acquisition are used to arrive at an opinion as to the difference in the market value of the subject caused by the acquisition of the right of way for the proposed construction of this project.

This narrative appraisal report is presented in a summary format. The report is completed in conformance with the Uniform Standards of Professional Appraisal Practice and with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute.

The conclusions have been reported in a SCDOT Standard format Appraisal Report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). Plans were furnished to show the acquisition area for right of way and are assumed to be correct.

Adequate data was available to complete the analysis. The before value is subject to the extraordinary assumption that the new right of way acquisition does not exist and will not exist. The after value is subject to hypothetical condition recognizing the value of the subject as if new right of way acquisition has already existed.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**PARAGRAPH 20-A. DESCRIPTION OF REALTY (BEFORE):****SITE DESCRIPTION**

Present Use	Undeveloped
Site Size	1.40 acres or 60,984 square feet. The recorded plat indicates the subject has 1 acre; however, I have relied upon the project plans and ROW agent worksheet since it does not have a negative effect upon the value of the property. It is recommended that a qualified surveyor inspect the subject for existing property lines and easements that are unable to be detected by the appraiser(s).
Curb and Gutters	None
Sidewalk	None
# of Lanes	There are two (2) travel lanes along Spanish Wells Road in front of the subject.
Traffic Level	The traffic flow in front of the subject appears to be light to moderate.
Traffic Control	None
Shape	Subject has an irregular shape.
Ingress/Egress	Subject has full access from Spanish Wells Road.
Access to the Improvements	N/A
Frontage	The subject has approximately 300 feet of road frontage. It also has frontage along the marshes of Jarvis Creek.
Grade at Road Level	Slightly below
Visibility/Exposure	Good
Topography	The subject is generally level and mostly wooded.
Drainage	Adequate
Flood Plain:	
Map Number	4502500008D
Date	September 29, 1986
Zone	A, high flood risk
Landscaping	None
Utilities	
Water	Present
Sewer	Present
Electricity	Present
Natural Gas	N/A
Telephone	Present
Zoning	
Designation	SMU, Stoney Mixed Use District

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Uses Allowed	This district is designed to encourage cooperation between property owners in developing their properties, provide connectivity between properties, and create more pedestrian oriented uses than traditional commercial development. A mix of residential, commercial, office, and some resort accommodations are permitted.
Easements/ Encroachments	Based upon my inspection and examination of the subject site, as well as my review of plats and deeds of the property, I did not detect adverse easements other than normal utility easements and rights of way. These are not believed to have a detrimental impact on property value. It should be noted that I am not qualified to detect easements and encroachments and legal counsel should be retained if there are any indications of title defects.
Environmental	I am unaware of potential environmental hazards on the property. Environmental aspects of the subject property are beyond my expertise. If necessary, I recommend a professional in environmental expertise be retained.
Comments	The plat shows BSL's of 10 feet, 20 feet and 40 feet.
Personal Property, FF&E, etc. (Included in the estimate of value)	N/A
Relocation Items (Not included in the estimate of value)	N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**PARAGRAPH 20-B. DESCRIPTION OF REALTY (BEFORE):****IMPROVEMENT DESCRIPTION**

Business Name (if applicable)	N/A
Improvement Size (Stated in Units of Comparison)	N/A
Year Built	
Estimated Effective Age	N/A
Estimated Economic Life	N/A
Type/Quality of Construction	N/A
Additions/Renovations	N/A
Foundation	N/A
Exterior Walls/Windows	N/A
Roof	N/A
Special Features	N/A
Exterior Condition	Overall exterior condition is N/A.
Interior Walls/Ceilings	N/A
HVAC	N/A
Flooring Covering	N/A
Lighting	N/A
Plumbing	N/A
Interior Condition	Overall interior condition is N/A.
Site Improvements	N/A
Parking	N/A
Utility	The property appears to have N/A utility and amenities for the existing utilization.
Comments	N/A
Personal Property, FF&E, etc. (Included in the estimate of value)	N/A
Relocation Items (Not included in the estimate of value)	N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**PARAGRAPH 21. HIGHEST AND BEST USE (BEFORE):**

Highest and Best Use is defined in The Appraisal of Real Estate – 13th Edition as, "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value."

AS VACANT:***Physically Possible:***

The subject site has an irregular shape and contains 1.40 acres, or 60,984 square feet. It has approximately 300 feet of frontage along Spanish Wells Road as well as good frontage along the marshes of Jarvis Creek. It is generally level and wooded with good visibility and full access from the road. All necessary public and private utilities are available for development of the site.

Legally Permissible:

The subject is zoned SMU, or Stoney Mixed Use District, by the Town of Hilton Head Island. This district permits a variety of uses.

Financially Feasible/Maximally Productive:

Residential, preservation and speculation are all financially feasible and maximally productive for the subject parcel.

Therefore, based on the preceding discussion my opinion of the highest and best use of the property, as vacant and available for development, is for residential, preservation and speculative utilization.

AS IMPROVED:***Physically Possible:***

N/A

Legally Permissible:

N/A

Financially Feasible/Maximally Productive:

N/A

Therefore, based on the preceding discussion my opinion of the highest and best use of the subject property, as improved, is for N/A

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**PARAGRAPH 22. VALUATION BEFORE THE ACQUISITION:**

Land value is derived separately using the sales comparison approach and a minimum of three comparable sales. The South Carolina Department of Transportation requires that the Sales Comparison Approach be demonstrated for all improved properties unless unusual circumstances preclude its development or the improvements are determined to be unaffected by the acquisition. The Cost Approach shall be considered when the impacted improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. The SCDOT requires application of the Income Approach on all investment and income-producing properties where existing improvements might be impacted by the project.

PARAGRAPH 22-A. SALES COMPARISON APPROACH TO VALUE (BEFORE)

The Sales Comparison Approach uses four (4) comparable land sales to appraise the subject land. The sales are charted and mapped along with comparable sales sheets in the Sales Brochure.

An adjustment grid is provided within the following pages, and the sales are given adjustments for location, size, shape and marsh/view. The sales price per square foot of effective land area is the chosen unit of comparison. The sales are discussed below.

Land Sale 7 is 15,682 square foot residential lot located in Palmetto Hall. It transferred for \$86,150, or \$5.49 per square foot, on January 21, 2014. The rear of this lot is adjacent to a lagoon, which in turn is adjacent to the golf course. A downward adjustment of 15% is given to Sale 7 because its location at the end of cul-de-sac within a private community is considered superior to the subject property. It is also given a downward adjustment of 15% for size since smaller sized properties typically sell for more on a per unit basis than larger properties, all other elements of comparison being equal. Land Sale 7 brackets the upper end of the range with an adjusted price per square foot of \$3.84.

Land Sale 10 is a residential lot with 25,281 square feet that sold on March 13, 2014 for \$78,000, or \$3.09 square foot. The rear of the lot is adjacent with Dillon Road while the southwest and southeast property lines are adjacent to a golf course and cart path. Land Sale 10 is not given an adjustment for location because the rear of the lot backs to Dillon Road and the front is adjacent to a golf cart path. It is given downward adjustments of 15% for superior size and shape, in comparison to the subject. Land Sale 10 establishes the lower end of the range with an adjusted price of \$2.62 per square foot, after an upward adjustment of 15% is given for lack of marsh view.

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Land Sale 11 with 21,780 square feet is located along the marshes of Jarvis Creek at the end of Kirby Lane. It transferred on July 14, 2014 for \$70,000, or \$3.21 per square foot. An upward adjustment of 15% is applied for the inferior location of this parcel at the end of dirt lane. Land Sale 11 reflects an adjusted price of \$2.73 per square foot after downward adjustments of 15% are given for smaller size and superior shape, in comparison to the subject.

Land Sale 12 is located at 152 Dillon Road and has 57,935 square feet of highlands. It transferred on June 3, 2014 for \$165,000, or \$2.85 per square foot. This property compares well to the subject and is not given any adjustments.

SALES COMPARISON APPROACH (BEFORE) CONCLUSION:

The adjusted prices range from \$2.62 to \$3.84 per square foot. Sale 12 compares the best to the subject and is weighted the most in arriving at an opinion of value toward the middle of the range.

The indicated market value of the subject is shown as follows:

60,984 S.F.	X	\$ 2.85 per square foot	=	\$ 173,804
	X	\$ per unit	=	\$
Rounded to:				\$ 173,805

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TRACT 4				
Comparable Sale	7	10	11	12
Sale Date	Jan-14	Mar-14	Jul-14	Jun-14
Size (SF)	15,682	25,281	21,780	57,935
Price / SF	\$5.49	\$3.09	\$3.21	\$2.85
<u>Adjustments</u>				
Property Rights	0%	0%	0%	0%
Sub-Total	\$5.49	\$3.09	\$3.21	\$2.85
Financing Terms	0%	0%	0%	0%
Sub-Total	\$5.49	\$3.09	\$3.21	\$2.85
Conditions of Sale	0%	0%	0%	0%
Sub-Total	\$5.49	\$3.09	\$3.21	\$2.85
Market Conditions	0.00%	0.00%	0.00%	0.00%
Sub-Total	\$5.49	\$3.09	\$3.21	\$2.85
Location / Exposure	-15%	0%	15%	0%
Frontage / Access	0%	0%	0%	0%
Size	-15%	-15%	-15%	0%
Shape	0%	-15%	-15%	0%
Topography	0%	0%	0%	0%
Utilities	0%	0%	0%	0%
Marsh / View	0%	15%	0%	0%
Easements	0%	0%	0%	0%
Sub-Total Adjustments	-30%	-15%	-15%	0%
Adjusted Price	\$3.84	\$2.62	\$2.73	\$2.85

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**PARAGRAPH 22-B. COST APPROACH TO VALUE (BEFORE):**

N/A

PARAGRAPH 22-C INCOME CAPITALIZATION APPROACH TO VALUE (BEFORE)

N/A

PARAGRAPH 23. RESOLUTION OF BEFORE VALUE AND VALUE ESTIMATE:

Sales Comparison Approach - There were several recent sales of comparable properties, and this approach provides a reliable indication of value for the subject property of \$173,805.

Cost Approach - N/A

Income Approach - N/A

Therefore, based on the information contained in this report, the market value of the subject property as of the date of this report is estimated to be \$173,805.

PARAGRAPH 24. DESCRIPTION OF THE ACQUISITION:Land

There is .285 acres, 12,416 square feet, of permanent right of way being purchased along the subject's frontage with Spanish Wells Road. The area of acquisition has an irregular shape, is generally level and partially wooded. It has a depth of 35 feet to 53 feet.

Improvements

The acquisition is undeveloped.

PARAGRAPH 25. DESCRIPTION OF THE REMAINDER:

The Department of Transportation is relocating Spanish Wells Road in front of the subject in order to accommodate the new bridge being constructed over Jarvis Creek. Spanish Wells Road will still have two (2) lanes, and except for its reduction in size to 48,568 square feet, the subject is essentially unaffected by the acquisition. The subject will still have the general road grade with full access and good visibility from the road.

A portion of the subject's frontage along Spanish Wells will have a guardrail; however, it is my opinion that there are no damages or benefits to the remainder.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**PARAGRAPH 26. HIGHEST AND BEST USE (AFTER):****AS VACANT:**

The highest and best use of the site is the same as in the before situation.

Therefore, based on that preceding discussion, my opinion of the highest and best use of the subject property, as vacant and available for development, after the proposed road construction is for residential, preservation, or speculative purposes.

AS IMPROVED:

N/A

PARAGRAPH 27. VALUE AFTER THE ACQUISITION:

"After" values and conclusions are based upon plans provided by the SCDOT and the completion of the proposed road construction.

Consideration has been given to relevant aspects of the property affected by the acquisition for analysis and comparison to the subject's "before" condition and the comparable data.

PARAGRAPH 27-A. SALES COMPARISON APPROACH TO VALUE (AFTER):**EXPLANATION OF ADJUSTMENTS:**

The price per square foot value of the remainder is the same as before the acquisition.

VALUATION (AFTER) CONCLUSION:

The value of the subject in the after situation is shown as follows:

48,568 S.F.	X	\$ 2.85 per S.F.	=	\$ 138,419
	X	\$ per unit	=	\$
Rounded to:		\$ 138,420		

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**PARAGRAPH 27-B. COST APPROACH TO VALUE (AFTER):**

N/A

PARAGRAPH 27-C. INCOME CAPITALIZATION APPROACH TO VALUE (AFTER)

N/A

PARAGRAPH 28. RESOLUTION OF AFTER VALUE AND VALUE ESTIMATE:

Sales Comparison Approach - The appraised value of the subject after the acquisition is well supported at \$138,420.

Cost Approach - N/A

Income Approach - N/A

The Sales Comparison Approach would be relied upon by a potential purchaser. There was an ample supply of comparable sales, and the indication of value by this approach is well supported.

Therefore, based on the information contained in this report, the market value of the subject property after the acquisition is estimated to be \$138,420.

PARAGRAPH 29. UNECONOMIC REMAINDER:

UNECONOMIC REMNANT – A parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner.

NOTE: An uneconomic remnant may have substantial "market" value and still have little or no value or utility to the owner. (*Appraisal Guide; Federal Highway Administration*).

The subject has good utility to the owner and is not considered to be an uneconomic remainder.

N/A

Remainder Size	X	\$	per unit	X	Residual Value %	=	\$
Rounded to:							\$

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

DISTRIBUTION OF VALUES

(30)	Value Components:	Before (Paragraph 22)	After (Paragraph 27)	Difference
	Land Value:	\$173,805	\$138,420	\$35,385
	Building Value:	\$0	\$0	\$0
	Site Improvements:	\$0	\$0	\$0
	TOTAL:	\$173,805	\$138,420	\$35,385

(31)	Value Components of the Acquisition:			
	Right of Way Acquired: 12,416 sf of permanent right of way			
	Land:	12,416.00	acres/sf @ \$2.85	\$35,386
	Value of Buildings within the Acquisition Area:			\$0
	Value of Site Improvements within the Acquisition Area:			\$0
	Total for the Acquisition:			\$35,385
	plus Damages (if any to the remainder)			\$0
	less Benefits (if any to the remainder)			\$0
	Total for the Acquisition (Right of way, plus damages, less benefits):			\$35,385

(32)	Final Statement of Value:		
	a)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property before the acquisition is:	\$173,805
	b)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property after the acquisition is:	\$138,420
	c)	The difference between the indicated value of the property before the acquisition, and the indicated value of the remainder, after the acquisition is:	\$35,385

(33)	Based on this report, the fair market rental for this property is: N/A per month.	
	<i>(Indicate monthly rental if building improvement is located within the new right of way or if the current occupant will be displaced as a result of the acquisition.)</i>	
	The appraisal is made as of: 5-Aug-14	
	Date of Appraisal	14-Aug-14
	 Stuart M. Saunders, MAI, CCIM S.C. Certified General Real Estate Appraiser CG 1405	

	S.C. Real Estate Appraiser	

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions - This appraisal has been completed and the appraisal report prepared with the following **general assumptions**:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. The titles to the property are assumed to be good and marketable unless otherwise stated. Any plats, maps, or photographs in this appraisal are used merely to help the reader visualize the property and its surroundings and are not certified to be accurate.
2. Any liens or encumbrances (except for any lease encumbrance that might be referred to in the appraisal) which may exist have been disregarded, and the property has been appraised as though no delinquency in the payment of general taxes or special assessment exists and as though free of indebtedness.
3. It is assumed that the utilization of the land and improvements are within the boundaries of the lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey of the subject property was made or caused to be made by us, and no responsibility is assumed for the occurrence of such matters.
4. A visual inspection of the subject site was made and all engineering is assumed to be correct. The plot plan and illustrative materials in this report are included only to assist the reader in visualizing the property and to show the reader the relationship of its boundaries. The appraiser is not a construction engineer and is not responsible for structural or cosmetic inadequacies associated with any of the improvements unless otherwise noted in the report.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The soil for the area under appraisal appears to be firm and solid, unless otherwise stated. Subsidence in the area is unknown or uncommon, and the appraiser(s) does not warrant against this condition or occurrence.
6. Subsurface rights (minerals and oil) were not considered in this appraisal unless otherwise stated. In addition, no potential timber value was considered.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**General Assumptions Continued**

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous materials or gases, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property, which would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. This appraisal assumes water and sewer services will always be provided for the subject.
11. Responsible ownership and competent property management are assumed.
12. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**General Assumptions Continued**

non-compliance with the requirements of ADA in estimating the value of the property.

13. There is currently a good deal of discussion regarding the potential hazards of Electro-Magnetic Fields and the possible health risk of being located near high voltage transmission lines. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not there are potentially hazardous effects from EMF's. It is possible that a compliance survey of the property together with a detailed analysis could reveal that there is EMF levels, which are above a safe level. If so, this fact could have a negative impact on the value of the subject property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider EMF levels in estimating the value for the property.

General Limiting Conditions – This appraisal has been completed and the appraisal report has been prepared with the following **general limiting conditions**.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division or interests has been set forth in this report.
2. Neither possession of this appraisal or copy thereof carries with it the right to publication, nor may it be used for any purpose by anyone but the applicant without previous consent of the appraiser(s).
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor part of the contents of this report (especially as to value, the identity of the appraiser, or the firm with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**General Limiting Conditions Continued**

5. Information, estimates, and opinions contained in this report are obtained from sources considered reliable, however the appraiser assumes no liability for such sources.
6. The information supplied to the appraiser is considered to be accurate. The information supplied by the client has been accepted without further verification as correctly reflecting the property's current condition unless otherwise noted.
7. The various estimates of value presented in this report apply to this appraisal only and may not be used out of the context presented herein. This appraisal is valid only for the appraisal date or dates specified herein and only for the appraisal purpose specified herein.
8. **The intended user and only user of this report is the South Carolina Department of Transportation for the intended use to assist them in an eminent domain acquisition.**
9. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
10. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice of The Appraisal Institute.
11. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.

File #: 7.039102 PIN #: 39102 RD01 Project #: BR07(009) Tract #: 4**CERTIFICATE OF APPRAISER**

I Hereby certify:

That I have personally inspected the property herein and that I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making the appraisal were as represented in the comparable data brochure which supplements this appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and information upon which the opinions expressed therein are based is correct: subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with acquisition of right of way for a highway to be constructed by the State of South Carolina with the assistance of Federal-aid highway funds, or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State and Federal laws regulations, policies and procedures applicable to that appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of South Carolina.

That neither my employment nor my compensation for preparing this appraisal report is in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the South Carolina Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by the State officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the owner or his designated representative was given the opportunity to accompany me during my inspection of the property.

That I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

That any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is being acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration with in the reasonable control of the owner, has been disregarded in determining the compensation for the property

That my opinion of the fair market value of the acquisition as of August 5, 2014 is \$35,385 based upon my independent appraisal and the exercise of my professional judgment.

As of the date of this report, I have completed the requirements for continuing education as set forth by the Uniform Standards of Professional Appraisal Practice and The Appraisal Institute.

Stuart M. Saunders
 Stuart M. Saunders, MAI, CCIM
 Inspecting Appraiser
 State Certified General Real Estate Appraiser
 #CG 1405

Date: August 14, 2014



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION**
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Josh Gruber, County Deputy Administrator
Alicia Holland, Chief Financial Officer

FROM: Robert McFee, Director of Engineering & Infrastructure

SUBJ: **SCDOT Oversight Services**

DATE: October 6, 2014

BACKGROUND. In March 2008, Beaufort County executed an Intergovernmental Agreement (IGA) with SCDOT for the County's 2006 Sales Tax Projects. It states in the IGA that SCDOT shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. The IGA also states that SCDOT shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities.

Beaufort County has received the following invoice for QA activities on SC 170 Widening Project, Boundary Street Streetscape/TIGER Grant Project, and the Bluffton Parkway Phase 5A Segment 2 - US 278 Flyover Bridges construction.

<u>Invoice #</u>	<u>QA Period</u>	<u>Bluffton Pkwy Services Total</u>	<u>SC 170 Services Total</u>	<u>Boundary St Services Total</u>	<u>Total</u>
417147	3 rd Qtr FY 2014	\$ 96,464.82	\$ 14,913.96	\$ 75.42	\$111,454.20

Funding for the SCDOT Quality Assurance Services is from each project's 1% Sales Tax Road Improvement Program Accounts.

Acct 33401-54500 (Bluffton Pkwy Ph 5) with an available project fund balance of \$3,164,471.

Acct# 33403-54500 (SC 170) with an available project fund balance of \$183,963.

Acct #47030011-54503 (Boundary Street) with an available project fund balance of \$17,954,740.

FOR ACTION. Public Facilities Committee Meeting on October 20, 2014.

RECOMMENDATION: That the Public Facilities Committee approve and recommend to County Council payment of the SCDOT 3rd Quarter FY 2014 Invoice totaling \$111,454.20 for oversight services on County Sales Tax Projects.

JRM/mjh

Attachments: 1) SCDOT Invoice #417147
2) IGA
3) Project Fund Balance Worksheets



INVOICE

FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

Questions regarding this invoice? (803) 737-0845 FAX (803) 737-2094

CUSTOMER

J ROBERT MCFEE, PE
BEAUFORT CO ENGINEERING
P O DRAWER 1228
BEAUFORT, SC 29901-1228

Invoice Amount:	\$111,454.20
Invoice Date:	7/21/2014
Past Due After:	8/20/2014
Damage Claim:	

DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS

Services or Goods Provided: WORK PERFORMED ASSOCIATED WITH THE BEAUFORT COUNTY SALES TAX PROGRAM FOR THE 3RD QUARTER OF FISCAL YEAR 2014

INVOICE

3RD QUARTER ***SUPPORTING SPREADSHEETS ATTACHED

111,454.20

Total: \$111,454.20

Detach and return this portion with your payment

To ensure proper credit to your account, please make check payable to "South Carolina Department of Transportation" and include Invoice Number on check. Visa & Master Card accepted, to make payment call (803) 737-1241 or (803) 737-0845.

PAYEE

Remit to:

SC Dept. of Transportation
Finance Office
P O Box 191
Columbia, SC 29202-191

Customer:

BEAUFORT CO ENGINEERING
P O DRAWER 1228
BEAUFORT, SC 29901-1228



Invoice No.:	417147
Invoice Date:	7/21/2014

\$111,454.20

3rd Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Design-Bridge	Labor	2.00	149.14
SC 170 Widening	Design-Bridge	Labor	2.00	150.02
SC 170 Widening	Design-Bridge	Labor	4.50	304.36
SC 170 Widening	Hydrology	Labor	1.25	100.92
SC 170 Widening	Program Development A	Labor	10.00	614.87
SC 170 Widening	Engineering Inspection	Labor	4.00	240.31
SC 170 Widening	Engineering Inspection	Labor	5.00	236.37
SC 170 Widening	Engineering Inspection	Labor	6.00	360.47
SC 170 Widening	Engineering Inspection	Labor	2.00	103.15
SC 170 Widening	Engineering Inspection	Labor	2.50	52.50
SC 170 Widening	Engineering Inspection	Labor	17.00	1,148.99
SC 170 Widening	Engineering Inspection	Labor	12.00	811.06
SC 170 Widening	Engineering Inspection	Labor	12.50	709.10
SC 170 Widening	Engineering Inspection	In-State-Lodging		\$ 426.80
SC 170 Widening	Engineering Inspection	Fee - HDR Inc		\$ 1,819.15
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 156.75
SC 170 Widening	Research and Testing	Testing Lab		\$ 6,452.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 1,078.00
		Project Total		\$ 14,913.96
Boundary Street Improvements	Right of Way	Labor	1.50	75.42
		Project Total		\$ 75.42
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	1.00	84.01
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	1.50	111.85
Bluffton Parkway 5A (Seg 2)	Research and Testing	Labor	6.50	247.53
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	3.50	182.32
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	15.00	781.36

3rd Quarter Expend

Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	12.50	732.52
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	6.00	351.61
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	5.50	322.31
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Eng & Architect Serv		10,858.74
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Out of State Meals		260.50
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Out of State Lodging		253.12
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Equipment Mileage		9,881.76
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Testing Lab		31,501.00
Bluffton Parkway 5A (Seg 2)	Research and Testing	DT - Labor		37,369.94
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		107.25
Bluffton Parkway 5A (Seg 2)	Research and Testing	Equipment Mileage		133.50
Bluffton Parkway 5A (Seg 2)	Research and Testing	Testing Lab		2,099.00
Bluffton Parkway 5A (Seg 2)	Research and Testing	Out of State Lodging		1,186.50
Bluffton Parkway 5A (Seg 2)				
		Project Total		<u>\$ 96,464.82</u>
		Total 3rd Quarter		<u><u>\$111,454.20</u></u>

File #	Project Name	January - March						Total
		Equipment	Meals	Fee	Testing Lab	Lodging	Labor	
07.36936A	US 278 Improvements							\$ -
07.36938A	SC 170 Widening	156.75		1,819.15	7,530.00	426.80	4,981.26	\$ 14,913.96
07.36939A	Boundary Street Improvements						75.42	\$ 75.42
07.036940A	Boundary Street Parallel Road							\$ -
07.36941A	Ribaut Road Improvements							\$ -
07.36942A	SC 802 Widening (Seg. A)							\$ -
07.036943A	Northern Beaufort Bypass							\$ -
07.36944A	SC 802 Widening (Seg. B)							\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	10,122.51	260.50	10,858.74	33,600.00	1,439.62	40,183.45	\$ 96,464.82
Total		\$ 10,279.26	\$ 260.50	\$ 12,677.89	\$ 41,130.00		\$ 45,240.13	\$ 111,454.20
3rd Quarter Grand Total		\$ 111,454.20						

BEAUFORT COUNTY SALES TAX
FY2014

File No.	Project Name	4QTR (4/1-6/30)	3QTR (1/1-3/31)	2QTR (10/1-12/31)	1QTR (7/1-9/30)	Total Current FY	Project To Date (Prior Years)	Project Total - LTD (PY + CY)
07.36936A	US 278 Improvements	-	-	-	-	-	9,942.75	9,942.75
07.36938A	SC 170 Widening	-	14,913.96	33,563.10	29,805.53	78,282.59	51,416.24	129,698.83
07.36939A	Boundary Street Improvements	-	75.42	55.31	6,625.77	6,756.50	13,137.02	19,893.52
07.36940A	Boundary Street Parallel Road	-	-	-	-	-	1,134.15	1,134.15
07.036941A	Ribaut Road Improvements	-	-	-	-	-	5,140.38	5,140.38
07.036942A	SC 802 Widening (Seg. A)	-	-	-	-	-	423,797.48	423,797.48
07.036943A	Northern Beaufort Bypass	-	-	-	-	-	64.14	64.14
07.36944A	SC 802 Widening (Seg. B)	-	-	-	-	-	209,747.62	209,747.62
07.041794	Bluffton Parkway 5A (Seg 2)	-	96,464.82	4,417.23	7,991.61	108,873.66	3,036.43	111,910.09
		\$ -	\$ 111,454.20	\$ 38,035.64	\$ 44,422.91	\$ 193,912.75	\$ 717,416.21	\$ 911,328.96

BEAUFORT COUNTY, SOUTH CAROLINA
SALES TAX ROAD PROJECT
Bluffton Parkway
Expenditure GL Account # 33401-54500

Revenue Source/Budget

Sales Tax Revenue	\$ 65,916,621
Impact Fee Revenue	1,000,000
Federal/State Revenue ¹	<u>15,000,000</u>
Total Revenue Budget	\$ 81,916,621

Expenditures and Encumbered

Expended	\$ 58,002,939
Encumbered	<u>20,749,211</u>
Total Expended and Encumbered to Date	\$ 78,752,150

Available Project Budget as of date prepared \$ 3,164,471

Note 1 - Federal Highway Administration grant up to 50% of R.R. Dawson Bridge Company's contract - \$37 million.

BEAUFORT COUNTY, SOUTH CAROLINA
SALES TAX ROAD PROJECT
SC 170
Expenditure GL Account # 33403-54500

Revenue Source/Budget

Sales Tax Revenue	\$ 2,000,000
Impact Fee Revenue	1,000,000
Federal/State Revenue	<u>24,900,000</u>
Total Revenue Budget	\$ 27,900,000

Expenditures and Encumbered

Expenditures	\$ 16,570,666
Encumbered	<u>11,145,371</u>
Total Expended and Encumbered to Date	\$ 27,716,037

Available Project Budget as of date prepared	<u><u>\$ 183,963</u></u>
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BEAUFORT COUNTY, SOUTH CAROLINA
SALES TAX ROAD PROJECT
Boundary Street
Expenditure GL Accounts 33405/33406-54500 and Fund 4703

Revenue Source/Budget

Sales Tax Revenue	\$ 11,346,115
Impact Fee Revenue	300,000
Federal/State Revenue	<u>12,635,000</u>
Total Revenue Budget	\$ 24,281,115

Expenditures and Encumbered

Expended	\$ 6,295,713
Encumbered	<u>30,662</u>
Total Expended and Encumbered to Date	\$ 6,326,375

Available Project Budget as of date prepared	<u><u>\$ 17,954,740</u></u>
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**Cooperative Intergovernmental Agreement
between
Beaufort County, South Carolina
and the
South Carolina Department of Transportation
For
The Beaufort County Transportation Sales and Use Tax Projects**

THIS AGREEMENT is made this 18th day of March, 2008, by and between Beaufort County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as Department.

WITNESSETH THAT:

WHEREAS, the County and the Department desire to work together in the planning and implementation of the projects described in Local Question Number 2A on the November 7, 2006 General Election ballot; and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, the Department is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and,

WHEREAS, the County and the Department have agreed to work together on the Beaufort County Transportation Sales and Use Tax Projects,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the Department do hereby agree as follows:

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve transportation facilities throughout Beaufort County as specified in Local Question Number 2A on the November 7, 2006 General Election ballot.

B. Description of Work

The proposed projects are as listed in Attachment "A". The projects listed in Attachment "A" are hereinafter referred to as the "Project(s)" and the collective group of Projects are hereinafter referred to as the "Program". The

exact scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administration activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program has been set forth in Local Question Number 2A on the November 7, 2006 General Election ballot. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of the Beaufort County Council and applicable State law.

II. COMMUNICATIONS:

- A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Projects. The County and Department further agree that each party will strive to communicate at both the management level and staff level.
1. The County Engineer and/or the designated County Representative shall meet with the Program Manager from the Department on a monthly basis.
 2. Additional coordination meetings will be planned and mutually agreed upon as necessary to the coordinate the work.
- B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Projects.

III. OBLIGATIONS OF DEPARTMENT:

The Department shall act as agent for the County in the review and coordination of documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Highway Administration (FHWA) on behalf of the County to expedite the approval by FHWA of required environmental documentation.

- A. To the extent permitted by existing South Carolina law, the Department hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the Department's part, or the part of any

employee or agent of the Department in the performance or participation in the work undertaken under this Agreement.

- B. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project in accordance with paragraph V.F.5 herein.

IV. OBLIGATIONS OF THE COUNTY:

- A. To the extent permitted by existing South Carolina law, the County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.
- B. The County shall provide or cause to be provided all services necessary for the execution of necessary activities for the planning and execution of each Project in the Program, unless noted otherwise herein.
- C. The cost of the Program shall be borne solely by Beaufort County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All work shall be designed and constructed in conformance with the American Association of State Highway and Transportation Officials (AASHTO) manual entitled "A Policy on Geometric Design of Highways and Streets - 2001", the Manual on Uniform Traffic Control Devices (MUTCD), the Department's current edition of the "Highway Design Manual", "Preconstruction Survey Manual," all SCDOT directives and instructional bulletins, or other standards officially adopted by the Department, and the current edition of the Department's "Standard Specifications for Highway Construction" except as noted otherwise in this agreement. The current edition shall be the current edition as of the beginning of the design work for each Project. Where there is a significant delay in the completion of the design of a Project, the most current specifications may be incorporated into the contract documents. The County and the Department understand that the Projects must be completed within the financial constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the financial constraints of the Program; and, if the County desires to deviate from the provisions of the

Department's "Highway Design Manual", or other Department standards or policies, the County shall submit a description of the deviation to the Department for review and concurrence. The Department shall respond to the County within 30 business days of the time the County submits the request for review. The County shall perform all design services in accordance with State and Federal statutes and regulations, and standards established by AASHTO. Should the County and the Department be unable to resolve any issue related to the design or deviations from the applicable standards, the State Highway Engineer will make the final decision for roads that are to remain in the state system for maintenance.

B. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

- Public involvement
- Funding
- Environmental considerations including determination of necessary environmental documentation
- Traffic requirements for the Projects based on design year traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2005 would yield design year traffic projections for design year 2025. Where available, the local Lowcountry COG traffic projections would be supplied by the Department for use in these planning activities. Where these LCCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- Right of way issues and impacts
- Constructability
- Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions

and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing the Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency that are necessary to complete the Projects and will coordinate and negotiate with the agency to secure the permits. All work performed must be in accordance with the Department's Environmental Consultant Scope dated June 14, 2005 and any amendments thereafter. Where required by law, the County shall submit all permit applications as agent for the Department and applications shall be in the name of the Department. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the Department for all roads in the state system.

Upon approval of the Department and other applicable regulatory agencies, Beaufort County may use credits from environmental mitigation banks controlled by or developed for use by the Department. If credits are used by the County from a mitigation bank controlled by or developed for use by the Department, the County will pay to the Department the costs of these credits as mutually agreed upon by the County and the Department.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the Department in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required. Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign File Numbers and Project Numbers to all Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the Department's current edition of the "Preconstruction Survey Manual".
3. Bridge structures shall be designed using SCDOT Bridge Design memoranda, SCDOT Seismic Design Specifications for Highway Bridges dated 2001 including 2002 Interim Revisions, and AASHTO LRFD Bridge Design Specifications, 2004, including the latest Interim Specifications. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, 17th Edition, 2002.
4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.
5. For federally eligible projects that are potentially funded in whole or in part by the Department or FHWA, all design services shall comply with all applicable federal and state statutes and regulations from the commencement of the project. In the event that state or federal funding becomes available for one or more of the Projects during the course of the Program, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.
6. Pavement designs will be developed based on ten-year traffic projections. The base year for these projections will be the scheduled date that construction is anticipated to begin. The County will use SCDOT's "Pavement Design Guidelines" dated February 2003 for determination of proposed pavement structure, amended as necessary to include current

SCDOT materials specifications. The Department's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.

7. The Department will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept, preliminary, right of way and final design. Design reviews will be accomplished by the Department and review comments will be returned to the County within 30 business days of the time the County submits the review documents to the Department. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to the Project. Projects on state maintained roadways and/or those receiving state or federal funds shall not be advanced to R/W or construction until written authorization is provided by the Department. The Department's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the Department for construction of the Project by the County. The Department agrees to provide written notice of "authority to proceed" or review comments for the final plans within 30 business days of the time the County submits the final plans for review.
8. In the event that any Project cost exceeds \$25 million and federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

D. Utility Activities

1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, and etc.). Prior Rights may be established by the following means:
 - a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
 - b. The Utility occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases, the County may elect to use Program funds for all or part of such utility relocation costs.
3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.
4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.
5. Utilities to remain in SCDOT rights of way, or to be relocated to a point within SCDOT rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."
6. The County will honor the terms of any pre-existing agreements between SCDOT and a utility owner.
7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to SCDOT and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 et seq.*, and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall be documented on SCDOT standard forms. The County shall acquire right of way title in fee simple for any Project that utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

The County Shall for Federally Eligible Projects

- a. Perform title searches for properties to be acquired and provide SCDOT a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.

- b. In accordance with SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from SCDOT's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the SCDOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.
- c. Secure approval from the SCDOT's right of way representative for any settlement above the approved appraisal.
- d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by SCDOT. All titles shall be recorded in the land records of Beaufort County.
- e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.
- f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.
- g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.
- h. Provide relocation assistance in accordance with the SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCDOT prior to being offered to displacees. The County shall issue 90 and 30-day notices of displacement in accordance with State and federal guidelines.
- i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish SCDOT with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for

current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.

- j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.
- k. Provide a Right-of-Way Certification in a form acceptable to SCDOT insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The Department Shall for Federally Eligible Projects:

- a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.
- b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.
- c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

F. Construction Activities

- 1. The County will construct the Projects in conformance with the technical sections of the Department's Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from the Department if there is a circumstance where there may be any significant deviation from the contract documents.
- 2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.
- 3. To the extent applicable, materials shall be procured in accordance with Beaufort County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal (23CFR635) and State statutes and regulations.
- 4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The

County shall ensure testing is performed based on project quantities in accordance with the Department's Construction Manual.

5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If the Project does not include additional centerline miles and comments are not provided in 30 days, the Department will provide written notice that the Project will be accepted for maintenance. If additional centerline miles are created by the project and all comments are addressed, the Project will be presented by Department staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department. In the event that additional miles of secondary roads are added to the Department road system in the County through the Program improvements, an equal mileage of the Department's road system will be turned over to the County for maintenance. The exact roads to be exchanged for maintenance purposes will be as mutually agreed between the County and the Department.
6. The Department shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. Quality Control (QC) and independent QA testing shall be performed by the County as defined by the Department based on Project quantities and in accordance with the Department's Construction Manual. The County shall provide the test results and all other Quality Control/Quality Assurance documentation to the Department upon request. Where materials tested do not meet specification requirements based QA testing procedures, the County will notify SCDOT within three days of the tests being completed. The costs for these services shall be part of the total project cost. The Department shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities. The County and the Department will work together to coordinate QA services.

7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:
 - a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.
 - b. Contract documents will be furnished to the Department so that QA testing can be planned and performed.
 - c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.
 - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
 - e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the Department's Supplemental Specification on Seeding and Erosion Control Measures dated August 15, 2001. Observations will be documented on the Department's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.
8. The County shall obtain SCDOT concurrence prior to awarding any contract involving state or federal funding. The County will include the required Federal Aid Contract Provisions for all contracts that will or may use federal funding.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD, the SCDOT District 6 Daytime Lane Closure policy (current edition), and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Projects

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.
2. The Department shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the Department as described in Section V.F.5. above.

C. Tie-in Agreements

Where the limits of the Projects meet or overlap into the project limits established for projects that are or will be executed by the Department before the completion of that individual County Project, the County and the Department will develop agreements to outline provisions that would be beneficial to both the County Projects and the Department projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the Department as outlined in Section V.C.7 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications for encroachment permits with regard to any segment of road covered by the Program are received by the Department, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 10 business days.

From and after execution of this Agreement, the Department hereby grants the County access to the Project corridors for the purposes of gathering field

information necessary for accomplishing the planning, design, and right of way aspects of the Program. The County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the Department.

1. Planning documents
 - a. Copies of required environmental documents such as Environmental Assessments
2. Design documents
 - a. As described elsewhere in this agreement
 - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
 - c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
 - d. Final Stormwater Reports
3. Right of way documents
 - a. Appraisals
 - b. Title search information
 - c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
 - d. Correspondence with property owners
 - e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
 - a. As-built drawings. In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:

- Survey centerline, and existing roadway centerline if different, with labeled stationing.
 - Existing and new right of way lines, and County easement lines
 - Final location of utility lines and appurtenances
- b. Test reports
 - c. Daily construction diaries
 - d. Maintenance Manuals
 - e. Final Completion Documents
5. Other documents
 - a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.
 - b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
 - c. All permits of government regulatory agencies
 6. Financial Information relative to GASB 34 reporting. At completion and acceptance of the work performed on Department owned roadways:
 - a. The cost of preliminary engineering.
 - b. The cost of right of way acquisitions.
 - c. Construction cost broken down by roadway cost and bridge cost.
 - d. Total cost of the project.

F. Certifications

Upon final completion of each Project, the County will provide a letter to the Department stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents."

G. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.

2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

The County and the Department shall cooperate and consult with each other with respect to those Projects intended to be turned over to the Department for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "B". Within 90 days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the Department. These four members shall choose a fifth member employed neither by the County nor the Department. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the Department. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the Department relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Beaufort County, South Carolina.

B. Successors/Assigns

The County and the Department each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state or federal laws or regulations. The County will coordinate with SCDOT's DBE Office when establishing goals for specific projects that include Federal Funding. The parties hereto and their

agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the Department as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of Beaufort County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which

can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

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

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Bob Klink
Beaufort County Engineer
Beaufort County Engineering Division
PO Drawer 1228
Beaufort, SC 29901-1228

Notices to Department:

South Carolina Department of Transportation
Attn: State Highway Engineer
PO Box 191
Columbia, SC 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement,

notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

N. Multiple Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.


P. Reviews and Approvals

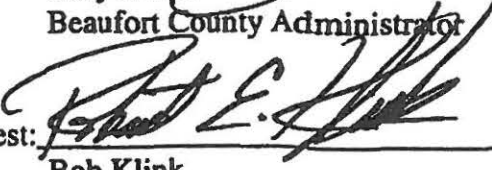
Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY

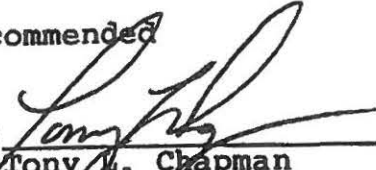
By: 
Gary Kubie
Beaufort County Administrator


Attest: 
Bob Klink
Beaufort County Engineer


SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION


Recommended

By: 
Tony L. Chapman
Deputy Secretary
for Engineering

By: 
Debra Rountree
Deputy Secretary for
Finance & Administration


By: 
Print Name: H. B. Limehouse, Jr.

Print Title: Secretary of Transportation

Attest: 

Print Name: Douglas B. MacFarlane

Print Title: Director - Contract Services
& Special Projects

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the ^{Deputy Secretary}~~Division Director~~ of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

3/14/08
(Date)


(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is PO Drawer 1228, Beaufort, South Carolina , 29901 and that neither I nor the above COUNTY I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or
- (b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

2/29/08
(Date)


COUNTY
(Signature)


Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2/29/08
(Date)



COUNTY
(Signature)

3-14-08
(Date)



DEPARTMENT
(Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY: _____



DEPARTMENT
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the Department certifies on behalf of the Department that the Department will provide a drug-free workplace by:



- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Department's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

Attachment "A"
Project List

Project Number	Project Name	Project Description	Estimated 1% Sales Tax Funds
No. 1	Bluffton Parkway – Phase 5 (US 278 Alternate)	New Road Construction from Buckwalter Parkway to Mackays Creek	\$50,000,000
No. 2	US 278 Improvements	From Sea Pines Circle to SC 170	\$28,000,000
No. 3	SC 170 Widening	From Bluffton Parkway to Tide Watch Dr.	\$6,000,000
No. 4	US 17 Widening	From US 21 to Colleton County Line	\$5,000,000
No. 5	US 21 (Boundary Street) Improvements	From Broad River Road to Palmetto Street	\$9,500,000
No. 6	Boundary Street Parallel Road	New Road Construction from SC 170 to Palmetto Street	\$4,200,000
No. 7	SC 802 (Ribaut Road) Improvements	From Lenora Drive to Lady's Island Drive	\$600,000
No. 8	US 21/SC 802 (Lady's Island Drive) Widening	From Ribaut Road to Sea Island Parkway	\$35,500,000
No. 9	Planning & Engineering for a Northern Beaufort ByPass	From Grays Hill to Lady's Island	\$6,000,000
No. 10	SC 802 (Savannah Highway) Widening	From SC 170 to Parris Island Gateway	\$7,200,000
TOTAL:			\$152,000,000

Attachment "B"
Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in the County and the Department that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the Department. The County and the Department agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the Department's Program Manager, the following procedure will be adhered to by the County and the Department. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the Department will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING, DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Project Development Engineer	District Engr. Administrator	County Engineer	2
			
Director of Preconstruction	Director of Construction	County Engineer	3
			
Dep. State Hwy. Engineer	Dep. State Hwy. Engineer	County Administrator	5

The State Highway Engineer shall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the State Highway Engineer be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.