September 11, 2018 **5:30 PM** **County Council Chambers**

GEORGETOWN COUNTY COUNCIL
County Council Chambers, 129 Screven Street, Suite 213, Georgetown, SC 29440

AGENDA

1. **INVOCATION**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENT**
5. **APPROVAL OF MINUTES**
   - 5.a **Regular Council Session - August 28, 2018**
6. **CONSENT AGENDA**
   - 6.a **Ordinance No. 2018-19 - To rezone approximately 7.55 acres located on Pond Road from Forest Agriculture (FA) to 10,000 Square Feet Residential (R-10)**
   - 6.b **Ordinance No. 2018-22 - An Ordinance granting permission for the organization Preserve Murrells Inlet to attach a Bronze Plaque to the Georgetown County Jetty View Walk in Furtherance of its Eleemosynary Mission**
7. **PUBLIC HEARINGS**
8. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
   - 8.a **Building Code Board of Appeals**
9. **RESOLUTIONS / PROCLAMATIONS**
   - 9.a **Proclamation No. 2018-26 - In recognition of Fire Prevention Month, October 2018**
   - 9.b **Resolution No. 2018-27 - Declaration of Official Intent to Reimburse**

10. THIRD READING OF ORDINANCES

11. SECOND READING OF ORDINANCES

11.a Ordinance No. 2018-20 - To amend Article III Definitions, Article XIII Tree Regulations, Article XIX Establishment of Overlay Zones and Article XX Requirements by Overlay Zone all dealing with tree regulations.

11.b Ordinance No. 2018-23 - An amendment to the Waccamaw Medical Park Planned Development to allow for additional signage.

11.c Ordinance No. 2018-24 - An Ordinance to repeal and replace Appendix C, Storm Water Management Program, Part II, Flood Damage Prevention Ordinance of the Code of Ordinances of Georgetown County, South Carolina.

11.d ORDINANCE No. 2018-27 - AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE PROPERTY, OWNED BY GEORGETOWN COUNTY, AND LOCATED AT 605 ½ CHURCH STREET IN GEORGETOWN COUNTY, SOUTH CAROLINA, TO GEORGETOWN COUNTY ALANO CLUB

11.e Ordinance No. 2018-25 - An amendment of Article XV, Administration, Enforcement, Complaints and Remedies, Section 1500 of the Zoning Ordinance to address enforcement of the ordinance.

11.f ORDINANCE NO. 2018-26 - AN ORDINANCE REVISING AND AMENDING ORDINANCE 2013-08 PERTAINING TO REVENUES DERIVED FROM SUNDAY SALES OF ALCOHOLIC BEVERAGES WITHIN GEORGETOWN COUNTY

11.g ORDINANCE NO. 2018-28 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (BUCKSPORT MARINE INDUSTRIAL PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

11.h ORDINANCE NO. 2018-29 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (ASCOT VALLEY COMMERCE PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES

WITHIN THE COUNTY.

12. FIRST READING OF ORDINANCES

12.a Ordinance No. 2018-30 - An Ordinance to Authorize Georgetown County to Lease to the South Carolina Department of Natural Resources a 183 Acre Tract of Property, Designated as Tax Map No. 03-0453-003-01-00, and Owned by Georgetown County

12.b Ordinance No. 2018-32 - To rezone two parcels located south of Claire Street at its intersection with Hardee Street near Andrews, South Carolina, identified as Tax Map Numbers 02-0125-034-00-00 and 02-0125-035-00-00, from Village 10,000 Square Foot Residential (VR-10) to General Residential (GR).

12.c Ordinance No. 2018-31 - To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of two parcels located on the southeast corner of Claire Street and Hardee Street near Andrews further identified as Tax Map Parcels 02-0125-034-00-00 and 02-0125-035-00-00 from Medium Density Residential to High Density Residential.

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a National Prescription Opioid Litigation

15.b Victims of Crime Act Program - Authorization to Accept Funding Award

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

16.a Ordinance No. 2017-23 – To Amend the Pawleys Plantation Planned Development to change the land use designation for two parcels along Green Wing Teal Lane from Open Space to Single Family in order to allow an additional two single family lots to the PD.

16.b ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

16.c ORDINANCE NO. 2018-08 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

16.d ORDINANCE NO. 2018-09 - AN ORDINANCE ESTABLISHING PARKING REGULATIONS FOR THE MURRELLS INLET BOAT LANDING AND PARKING AREA AND PROVIDING FOR THE ENFORCEMENT THEREOF.

16.e ORDINANCE NO. 2018-21 - AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT SAND" (THE “COMPANY”) AND GEORGETOWN COUNTY, WHEREBY GEORGETOWN COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE PAYMENT OF SPECIAL SOURCE CREDITS AGAINST SUCH PAYMENTS IN LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Contractual Matter

18. OPEN SESSION

19. ADJOURNMENT

Item Number:	5.a
Meeting Date:	9/11/2018
Item Type:	APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Regular Council Session - August 28, 2018

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
n/a

FINANCIAL IMPACT:
n/a

OPTIONS:
1. Approval of minutes as submitted.
2. Offer amendments.

STAFF RECOMMENDATIONS:
Recommendation for approval of minutes as submitted.

ATTACHMENTS:

	Description	Type
🗋	DRAFT Minutes - 8/28/18	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, August 28, 2018, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

Staff:	Wesley P. Bryant	Sel Hemingway
	Theresa E. Floyd	

Other staff members, members of the public, and representatives of the media were also present. In accordance with the Freedom of Information Act, a copy of the agenda was sent to newspapers, television, and radio stations, citizens of the County, Department Heads, and posted on the bulletin board located in the lobby of the historic Courthouse.

Vice Chairman Austin Beard called the meeting to order. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance. Chairman Johnny Morant and Councilmember Steve Goggans were not present.

APPROVAL OF AGENDA:
It was recommended to move the following reports forward on the meeting agenda to follow public comments: recognition of Georgetown County Photo Contest Winners; recognition of the Georgetown County Employee of the Quarter; recognition of Georgetown County Charity Cook-off Winners and Presentation of Checks to Charities; recognition of the Georgetown County Finance Department for earning an award for Excellence in Financial Reporting.

Councilmember Ron Charlton moved for approval of the meeting agenda as amended. Councilmember Everett Carolina seconded the motion. Upon a call for discussion on the motion, there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

PUBLIC COMMENTS:
There were no public comments.

MINUTES:
Regular Council Session – July 24, 2018
Councilmember Ron Charlton moved to approve the minutes of the July 24, 2018 meeting. Councilmember John Thomas seconded the motion. Vice Chairman Austin Beard called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

CONSENT AGENDA:
The following reports, included on the Consent Agenda, were approved previously during the meeting:

Work Authorization for Georgetown County Airport Apron Expansion, Phase IV – County Council approved a Work Authorization for administration services of Georgetown County Airport Apron Expansion-Phase IV, as submitted by Talbert & Bright.

Procurement #17-042, Banking Services for Georgetown County – County Council awarded Bid #17-042, Banking Services, including lock box services for Georgetown County to TD Bank, N.A. based on bid proposal pricing showing the lowest fees for services, the highest earnings credit rate, and the highest earnings rate for excess deposits.

Contract #13-026, Amendment #4, Internet Service Provider – County Council approved staff's recommendation to extend an agreement with the current provider, Southern Coastal Cable, for an additional two (2) years.

RESOLUTIONS/PROCLAMATIONS:
Resolution No. 2018-23
Councilmember Lillie Jean Johnson moved to adopt Resolution No. 2018-23, a Resolution Authorizing the Execution and Delivery of an Inducement Agreement and Millage Rate Agreement by and Between Georgetown County, South Carolina and Liberty Steel Georgetown, Inc. Whereby, Under Certain Conditions, Georgetown County will Execute a Fee In Lieu of Tax Agreement with Respect to a Project in the County Whereby the Project Would Be Subject to Payment of Certain Fees in Lieu of Taxes; and Related Matters. Councilmember Everett Carolina seconded the motion. The Vice Chairman called for discussion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

Proclamation No. 2018-24
Councilmember Ron Charlton moved for the adoption of Proclamation No. 2018-24 to proclaim the week of September 17-23, 2018 as "Constitution Week" in Georgetown County. The motion was seconded by Councilmember Lillie Jean Johnson. There was no discussion following the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

Resolution No. 2018-25
Councilmember Everett Carolina made a motion to adopt Resolution No. 2018-25 supporting submission of an application to the South Carolina Department of Transportation (SCDOT) seeking FY19 Mass Transit Funding to benefit transportation to Sandy Island. Councilmember Lillie Jean Johnson offered a second on the motion. No discussion followed the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

ORDINANCES-Third Reading
No reports.

ORDINANCES-Second Reading:
Ordinance No. 2018-07
Councilmember Lillie Jean Johnson moved for second reading approval of Ordinance No. 2018-07, an ordinance Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and Between Georgetown County, South Carolina, and Liberty Steel Georgetown, Inc. with Respect to Certain Economic Development Property in the County, Whereby Such Property will be Subject to Certain Payments in Lieu of Taxes; and Other Matters Relating Thereto. Councilmember Ron Charlton seconded the motion. Vice Chairman Austin Beard called for discussion.

Councilmember Lillie Jean Johnson made a motion to amend Ordinance No. 2018-07 to incorporate text, as the ordinance was introduced at first reading by title only. Councilmember Ron Charlton seconded the motion. There was no further discussion.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

The vote on the main motion was as follows:

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

Ordinance No. 2018-08
Councilmember Lillie Jean Johnson moved for second reading approval of Ordinance No. 2018-08, an ordinance of Georgetown County, South Carolina, approving an Agreement for Development of a Joint Industrial Park by and between Georgetown County, South Carolina, and Williamsburg County, South Carolina; and other matters relating to the foregoing. Councilmember Ron Charlton seconded the motion. The Vice Chairman called for discussion.

Councilmember Lillie Jean Johnson made a motion to amend Ordinance No. 2018-08 to incorporate proposed text, as the ordinance was introduced at first reading by title only. Councilmember Ron Charlton seconded the motion. There was no further discussion.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

The vote on the main motion was as follows:

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

Ordinance No. 2018-19
Councilmember John Thomas moved for second reading approval of Ordinance No. 2018-19 to rezone approximately 7.55 acres located on Pond Road from Forest Agriculture (FA) to 10,000

Square Feet Residential (R-10). Councilmember Ron Charlton offered a second on the motion. Upon a call for discussion on the motion from the Vice Chairman, there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

Ordinance No. 2018-21

Councilmember John Thomas made a motion for second reading approval of Ordinance No. 2018-21 authorizing the Execution and Delivery of a Fee-In-Lieu of Tax Agreement by and Between a Company known for the time being as "Project Sand" (the "Company") and Georgetown County, whereby Georgetown County will enter into a Fee-In-Lieu of Tax Agreement with the Company and Providing for Payment by the Company of Certain Fees-In-Lieu of Ad Valorem Taxes; Providing for the Payment of Special Source Credits Against such Payments in Lieu of Ad Valorem Taxes; Providing for the Allocation of Fees-In-Lieu of Taxes Payable Under the Agreement for the Establishment of a Multi-County Industrial/Business Park; and Other Matters Relating Thereto. Councilmember Everett Carolina seconded the motion. Vice Chairman Austin Beard called for discussion on the motion.

Councilmember John Thomas moved to amend Ordinance No. 2018-21 to incorporate proposed text, as the ordinance was introduced by title only at first reading. Councilmember Everett Carolina seconded the amendment. There was no further discussion.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

The vote on the main motion was as follows:

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

Ordinance No. 2018-22

Councilmember John Thomas moved for second reading of Ordinance No. 2018-22, an Ordinance granting permission for the organization *Preserve Murrells Inlet* to attach a Bronze Plaque to the Georgetown County Jetty View Walk in Furtherance of its Eleemosynary Mission. Councilmember Ron Charlton seconded the motion. Vice Chairman Austin Beard called for discussion on the motion.

Councilmember John Thomas move to amend Ordinance No. 2018-22, incorporating text, as the ordinance was introduced by title only. Councilmember Ron Charlton seconded the motion. No further discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

The vote on the main motion was as follows:

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

ORDINANCES-First Reading:
Ordinance No. 2018-23 - An amendment to the Waccamaw Medical Park Planned Development to allow for additional signage.

Ordinance No. 2018-24 - An Ordinance to repeal and replace Appendix C, Storm Water Management Program, Part II, Flood Damage Prevention Ordinance of the Code of Ordinances of Georgetown County, South Carolina.

Ordinance No. 2018-25 - An amendment of Article XV, Administration, Enforcement, Complaints and Remedies, Section 1500 of the Zoning Ordinance to address enforcement of the Ordinance.

Ordinance No. 2018-26 – An Ordinance revising and amending Ordinance No. 2013-08 pertaining to revenues derived from Sunday Sales of Alcohol Beverages within Georgetown County.

Ordinance No. 2018-27 – An Ordinance to Authorize Georgetown County to Lease Property, owned by Georgetown County, and Located at 605 ½ Church Street in Georgetown County, South Carolina, to the Georgetown County Alano Club.

Ordinance No. 2018-28 – An Ordinance to Authorize and Approve an Agreement for the Development of a Joint Industrial and Business Park By and Between Georgetown County and Horry County with Property Located in Horry County (Bucksport Marine Industrial Park); To Require the Payment of a Fee in Lieu of *Ad Valorem* Taxes by Businesses and Industries located in the Park; to Apply Zoning and Other Laws in the Park; to Provide Law Enforcement Jurisdiction in the Park; to Provide for the Distribution of Park Revenues within the County.

Ordinance No. 2018-29 – An Ordinance to Authorize and Approve an Agreement for the Development of a Joint Industrial and Business Park By and Between Georgetown County and Horry County with Property Located in Horry County (Ascot Valley Commerce Park); To require the Payment of a Fee in Lieu of *Ad Valorem* Taxes By Businesses and Industries Located in the Park; to Apply Zoning and Other Laws in the Park; To Provide Law Enforcement Jurisdiction in the Park; and to Provide for the Distribution of Park Revenues within the County.

BIDS:
No reports.

REPORTS TO COUNCIL:
Recognition - Georgetown County Photo Contest Winners
This report was presented earlier during the meeting.
County Council gave recognition to two winning entries in Georgetown County's most recent photo contest. Wes Revels' photo featuring the '1765 House' located on Cannon Street in the historic district was selected as a winner by a panel of judges. Mr. Revels was in attendance, and recognized during the meeting.

Deb Smith's photo of East Bay Street was selected as a winner by popular vote via the County's Facebook page. Ms. Smith's photograph was on display; however, she was unable to attend the meeting.

Recognition - Georgetown County Employee of the Quarter

This report was presented earlier during the meeting.

The Employee of the Quarter Award was designed to recognize full and part-time employees at non-managerial levels in all county departments.

Yvonne Jordan, Senior Accounting Clerk in the Treasurer's Office was named Georgetown County's Employee of the Quarter for the second quarter. Ms. Jordan has a reputation as a reliable and dedicated team player. She is always willing to go above and beyond, which results in her exceeding taxpayer's expectations. Ms. Jordan multi-tasks effectively and consistently meets her weekly and monthly goals with accuracy. She embraces change, and is able to perform her job successfully with minimal supervision. Her coworkers appreciate her, because she is always willing to help out if someone falls behind, is out sick or away on vacation.

As a dedicated employee for five years, Yvonne Jordan has proven herself to be a great asset to Georgetown County.

Recognition - Charity Cook-off Winners and Presentation of Checks to Charities

This report was presented earlier during the meeting.

The Georgetown County Morale Committee recently hosted its 2nd Annual Pileau Cook-off and Ice Cream Churning Contest, with proceeds from the event being donated to charity.

Sharon Moultrie of the *Public Services Department*, who made Very Berry ice cream was recognized as the 2018 Ice Cream Churning Champion. She selected Smith Medical Clinic as the charity to receive her portion of proceeds. A representative of Smith Medical Clinic, Ann Dina, was present to accept a check.

County Administrator Sel Hemingway was named as the winner of the 2018 Pileau Cook-off. He selected Saint Frances Animal Center as the charity to receive his winning proceeds. Devon Smith, Executive Director of St. Frances Animal Center was present on behalf of the agency to accept the proceeds.

Government Finance Officers Association - Certificate of Achievement in Financial Reporting

This report was presented earlier during the meeting.

Georgetown County has received the highest form of recognition available in the area of governmental accounting and financial reporting. The County's Finance staff was presented with the International Certificate of Achievement for Excellence in Financial Reporting was presented to Georgetown County by the Government Finance Officers Association of the United States and Canada (GFOA) for the County's most recent comprehensive annual financial report.

The report submitted by the County was judged to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report. The attainment represents a significant accomplishment by a government and its management. Georgetown County Finance Director, Scott Proctor, and all staff members of the Finance Department were in attendance and commended by County Council for this achievement.

Approval of FY2019 Memorandum of Understanding with Georgetown County Chamber of Commerce as Designated Agency for Promotion of Tourism

Councilmember Ron Charlton moved for approval of a Memorandum of Understanding with Georgetown County Chamber of Commerce to operate as Georgetown County's designated agency for the promotion of tourism through June 2019. Councilmember Lillie Jean Johnson offered a second on the motion. The Vice Chairman called for discussion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

Murrells Inlet Revitalization Project Funding Request

Councilmember John Thomas moved to approve a request from MI2020 for funding in the amount of $183,409, from the Murrells Inlet Revitalization Fund, to be designated for costs associated with the current phase of the multipurpose path. Councilmember Ron Charlton seconded the motion. No discussion followed the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

Rocky Point Community Forest Management Agreement

Councilmember Lillie Jean Johnson made a motion to authorize Georgetown County to enter into a management agreement with The Winyah Rivers Foundation for management of Rocky Point Community Forest recreational amenities. Councilmember Everett Carolina seconded the motion. Upon a call for discussion on the motion from Vice Chairman Austin Beard, there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

DEFERRED:

Ordinance No. 2017-23

Pending further review by the County Attorney, County Council deferred action on Ordinance No. 2017-23, a proposed amendment to the Pawleys Plantation Planned Development pursuant to legal questions pertaining to the application as submitted by the Pawleys Plantation Property Owners Association.

Ordinance No. 2018-09

County Council deferred action on Ordinance No. 2018-09, an Ordinance Establishing Parking Regulations for the Murrells Inlet Boat Landing and Parking Area, and providing for the Enforcement Thereof.

Ordinance No. 2018-20

County Council deferred action on Ordinance No. 2018-20, an ordinance to amend Article III Definitions, Article XIII Tree Regulations, Article XIX Establishment of Overlay Zones and Article XX Requirements by Overlay Zone all dealing with tree regulations.

EXECUTIVE SESSION:
Councilmember John Thomas made a motion to go into Executive Session in order to discuss a legal matter. Councilmember Everett Carolina seconded the motion. The Vice Chairman called for discussion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Everett Carolina	

County Council moved into Executive Session at 6:31 PM.

OPEN SESSION:
As Open Session resumed, Vice Chairman Beard announced that County Council discussed a legal matter during Executive Session. No votes were taken by County Council, nor were any decisions made during Executive Session.

He called for further business to come before County Council, and being none he adjourned the meeting.

_____
Date

_____
Clerk to Council

Item Number:	6.a
Meeting Date:	9/11/2018
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:
Ordinance No. 2018-19 - To rezone approximately 7.55 acres located on Pond Road from Forest Agriculture (FA) to 10,000 Square Feet Residential (R-10)

On March 23, 2018, Felix Pitts with G-3 Engineering, acting as agent for Diggin It, LLC, filed a request to rezone 7.55 acres located on Pond Road in Murrells Inlet from FA (Forest & Agriculture) to R-10 (10,000 Square Feet Residential) to allow for a single-family residential development. TMS 41-0402-025-00-00. Case Number REZ 4-18-20364.

CURRENT STATUS:
The parcel is currently zoned FA and is undeveloped.

POINTS TO CONSIDER:

1. The parcel proposed for rezoning is bordered by vacant property to the west and three single family tracts to the east. The Prince Creek Planned Development borders the tract to the north and the Wachesaw East Planned Development is located across Pond Road from the tract. Lakeshore, a 68 lot single family subdivision is located approximately 300 feet east of the tract. Land uses in the immediate area are single family residences and mobile homes.

2. Several residential developments lie within less than a half mile of the tract. The Hawks Nest Planned Development is located near the intersection of Journeys End Road and Pond Road is based on a MR-10 Zoning District. Prince Creek and Wachesaw East have a variety of lot sizes ranging from 7000-10,000 square feet in the area surrounding the parcel in question.

3. Spot zoning is not an issue due to the size of the parcel.

4. The parcel has its only frontage on Pond Road. Pond Road is a county-maintained two lane road that extends from Journeys End Road eastward to Old Kings Highway. Travelers on Pond Road can access Highway 17 from Journeys End and Wachesaw Road or Old Kings Highway. Pond Road contains a force main for sewer, and water service ends at the site.

5. The developer has indicated that 20 new single family lots may be created for the proposed subdivision. If more than 10 new lots are created the developer will be required to submit an application for a Major Subdivision which will require site approval by the Planning Commission.

6. The Georgetown County Future Land Use Map designates this area as medium density residential; therefore, supports this rezoning request.
7. Staff recommended approval for the proposed rezoning.

8. The Commission held a public hearing on this topic at their May 17th meeting. Residents from several surrounding neighborhoods voiced opposition to the rezoning. The PC deferred the issue. The developer met with the Wachesaw Palms residents. The POA wrote a letter removing their objection. A second public hearing was held at the June 21st meeting. Several residents from the Linksbrook neighborhood spoke in opposition to the request citing concerns about traffic, flooding, wetlands and buffers. The developer of the adjacent Prince Creek community spoke in favor of the rezoning.

9. The Commission voted 6 to 1 to recommend approval for the proposed rezoning from FA to R-10.

FINANCIAL IMPACT:
Not applicable

OPTIONS:
1. Approve as recommended by PC
2. Deny request
3. Defer action
4. Remand to PC for further study

STAFF RECOMMENDATIONS:
Recommendation for third reading approval of Ordinance No. 2018-19.

ATTORNEY REVIEW:
Yes

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-19 Rezoning Pond Road	Ordinance
🗋	Pond Rd Rezoning Attachments	Backup Material
🗋	Pond Rd Rezoning correspondance	Backup Material

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2018-19**
COUNTY OF GEORGETOWN)

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBER 41-0402-025-00-00 LOCATED ON POND ROAD IN MURRELLS INLET FROM FOREST AGRICULTURE (FA) TO 10,000 SQUARE FEET RESIDENTIAL (R-10).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBER 41-0402-025-00-00, LOCATED ON POND ROAD IN MURRELLS INLET FROM FOREST AGRICULTURE (FA) TO 10,000 SQUARE FEET RESIDENTIAL (R-10) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

_____ (SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-19, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

REZ-4-18-20364

129 Screven St. Suite 222
Post Office Drawer 421270
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

PROPOSED ZONING AMENDMENT

COMPLETED APPLICATIONS FOR ZONING AMENDMENTS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

THE APPLICANT IS REQUESTING: (Indicate one)

(X) A change in the Zoning Map.

( ) A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you area requesting the change to:

Tax Map (TMS) Number: 41-0402-025-00-00

Street Address: Pond Road

City / State / Zip Code: Murrells Inlet, SC 29576

Lot Dimensions/ Lot Area: 130' x 80' / 10,400

Plat Book / Page: 2407/173

Current Zoning Classification: FA

Proposed Zoning Classification: R10

Property Owner of Record:

Name: Diggin It, LLC

Address: 12282 Ocean Highway

City/ State/ Zip Code: Pawleys Island,SC 29585

Telephone/Fax Numbers: 843-267-9681

E-mail: chuckecox@gmail.com

Signature of Owner / Date: 3/23/18

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

Agent of Owner:

Name: G3 Engineering, LLC

Address: 24 Commerce Drive

City / State / Zip Code: Pawleys Island, SC 29585

Telephone/Fax: 843-237-1001

E-mail: felix@g3engineering

Signature of Agent/ Date: 3/26/18

Signature of Property Owner:

Contact Information:

Name: Felix Pitts

Address: 24 Commerce Drive, Pawleys Island, Sc 29585

Phone / E-mail: 843-237-1001

Please provide the following information.

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)

2. Please explain the rezoning request for this property.

Rezone FA to R10 with single family lots of 10,000 sq. ft

Please provide the following information for a Zoning Text Amendment.

1. Indicate the section of the Zoning Ordinance that you are proposing to be changed:

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	$250.00
Text Amendments	$250.00

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the

envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**

2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need additional assistance, please call our office at 843-545-3158.

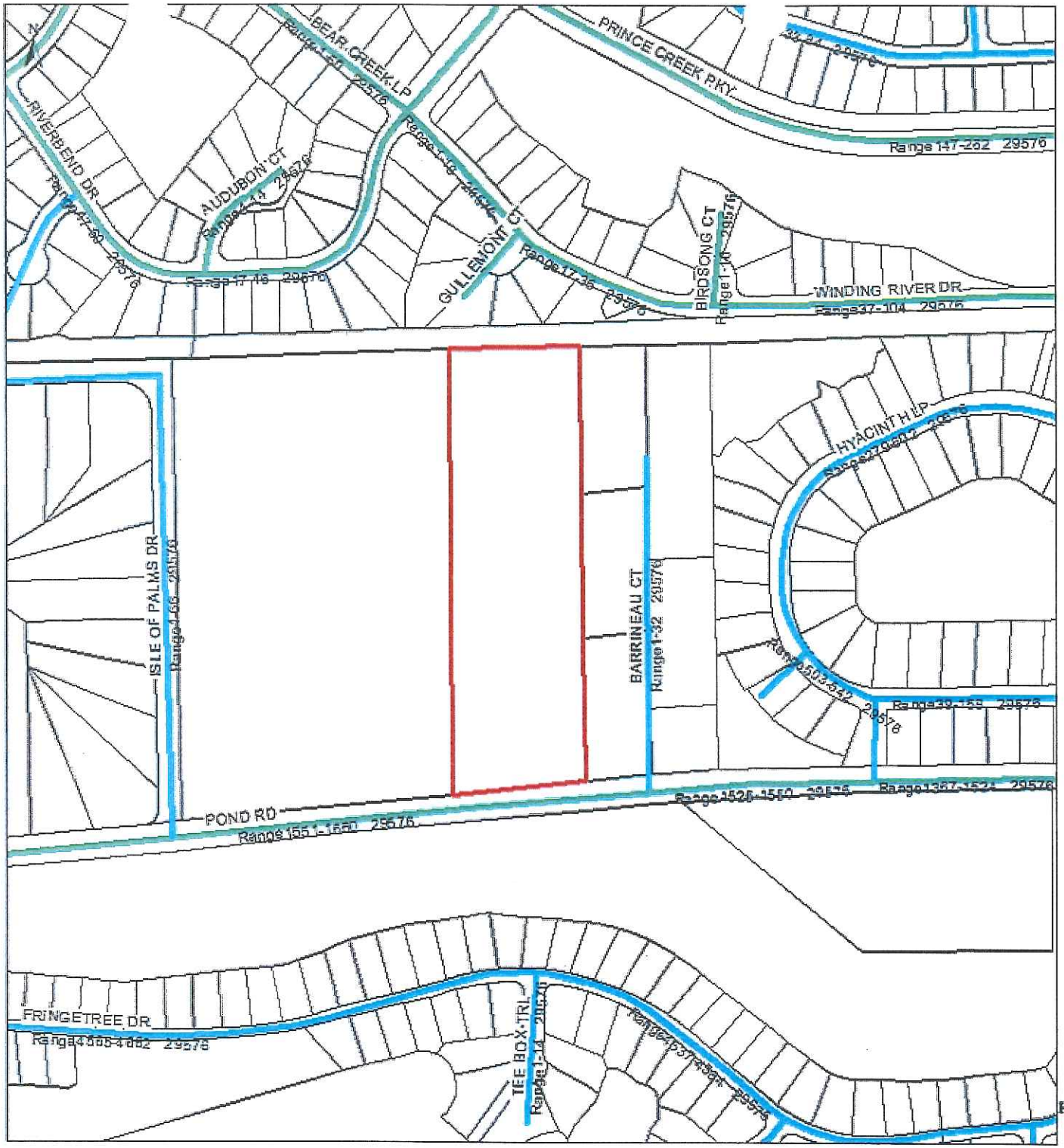
Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org or include with your application.

Diggin It, LLC
Property Location Map
REZ 4-18-20364



Legend

Streets

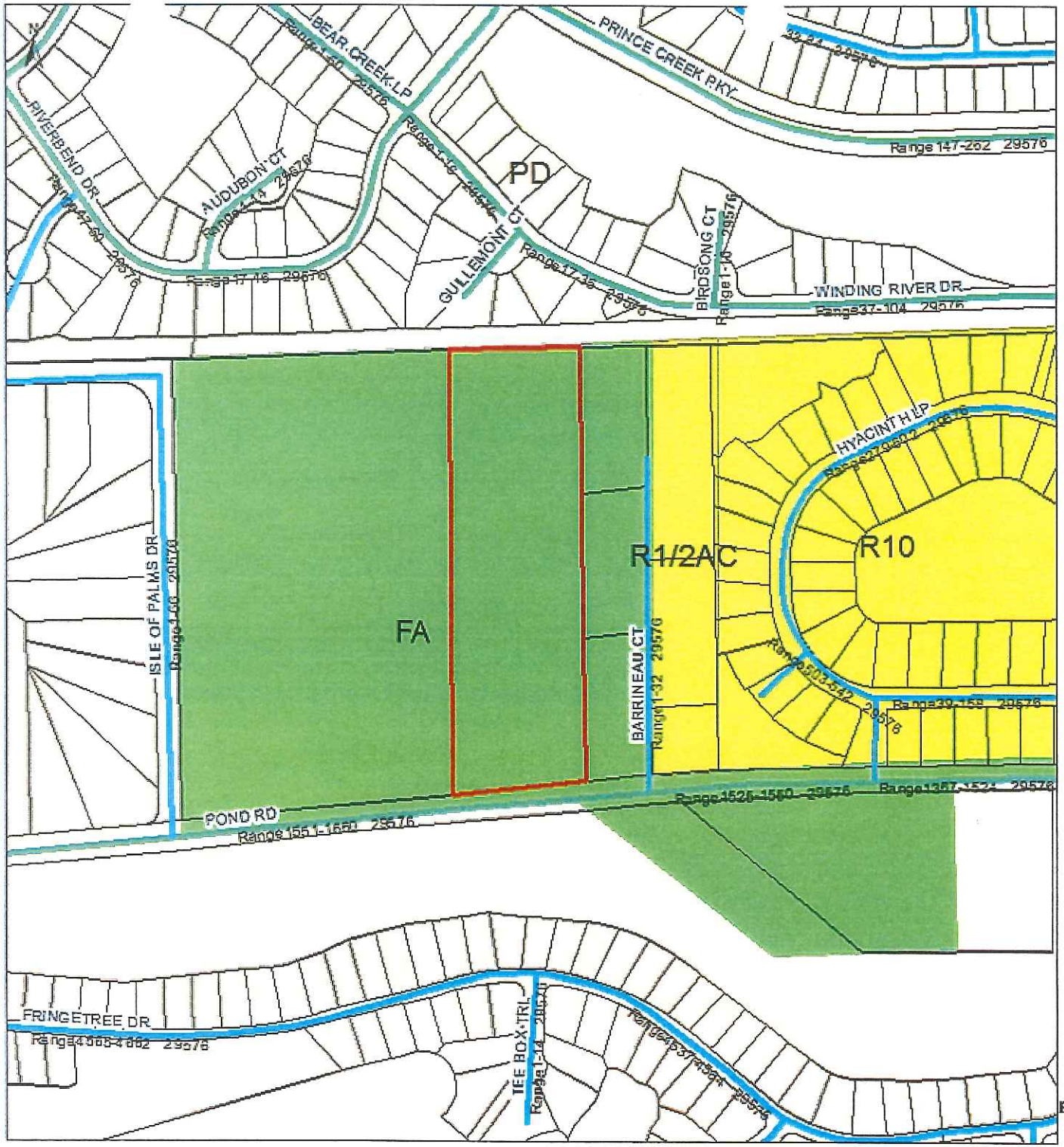
- <all other values>

MaintainedBy

- County
- Private
- State
- Diggin It, LLC
- Lot Lines
- Railroads
- Landmarks
- Municipalities

0 112.5 225 450 675 900 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Diggin It, LLC
Property Zoning Map
REZ 4-18-20364

Legend

Streets

Maintained By

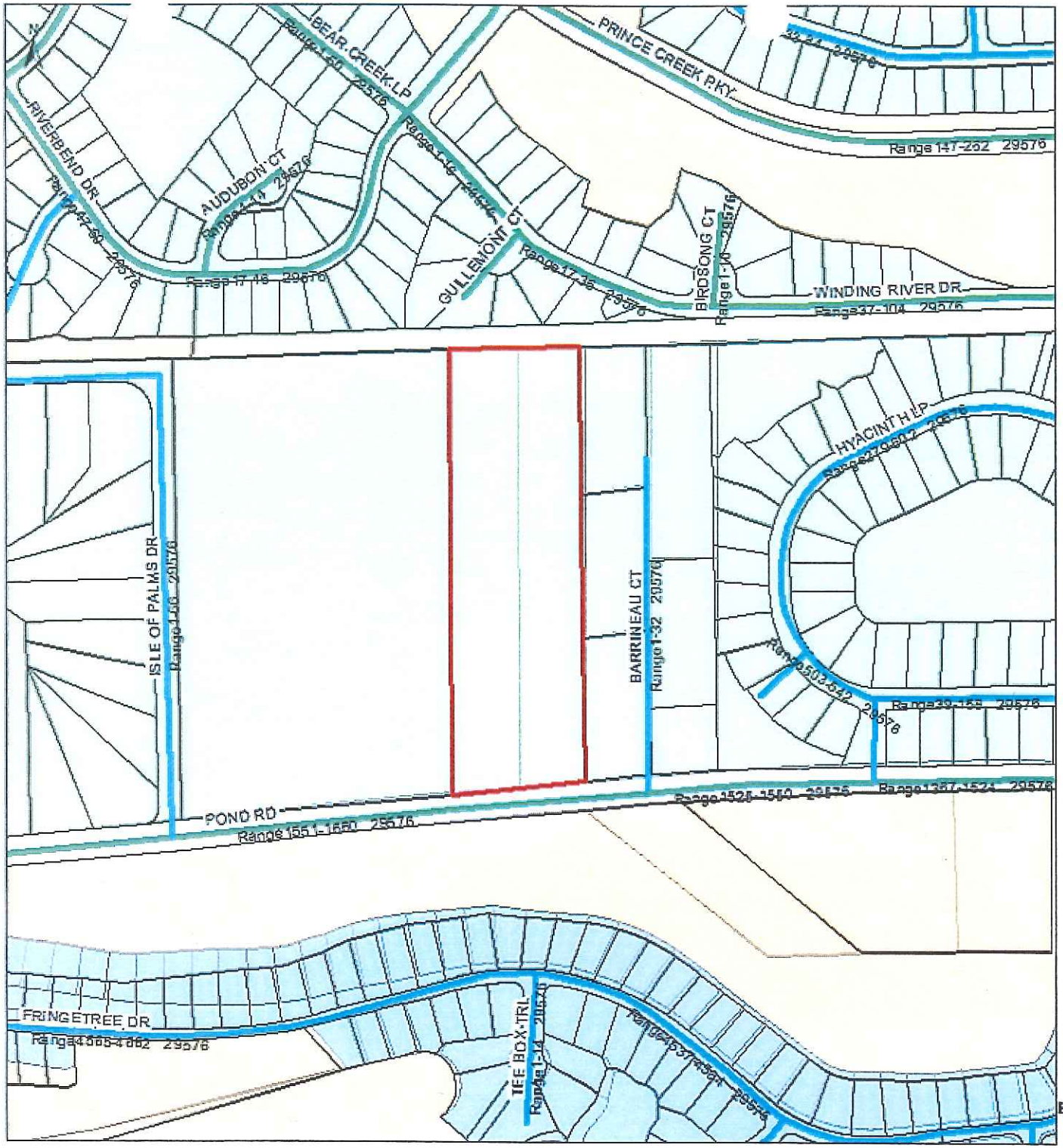
Zoning

DISTRICT

0 112.5 225 450 675 900

Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Diggin It, LLC
Property FLU Map
REZ 4-18-20364

Legend

Streets

<all other values>

Maintained By

- County
- Private
- State

Diggin It, LLC

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

- CITY OF GEORGETOWN
- COMMERCIAL
- CONSERVATION PRESERVATION
- EASEMENT
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- POND
- PRIVATE RECREATIONAL
- PUBLIC RECREATIONAL
- PUBLIC/SEMI-PUBLIC
- TOWN OF ANDREWS
- TOWN OF PI
- TRANSITIONAL

Municipalities

0 112.5 225 450 675 900 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

Diggin It, LLC
Property Aerial Map
REZ 4-18-20364

Legend

Streets

<all other values>

MaintainedBy

- County
- Private
- State
- Diggin It, LLC
- Lot Lines
- Railroads
- Landmarks

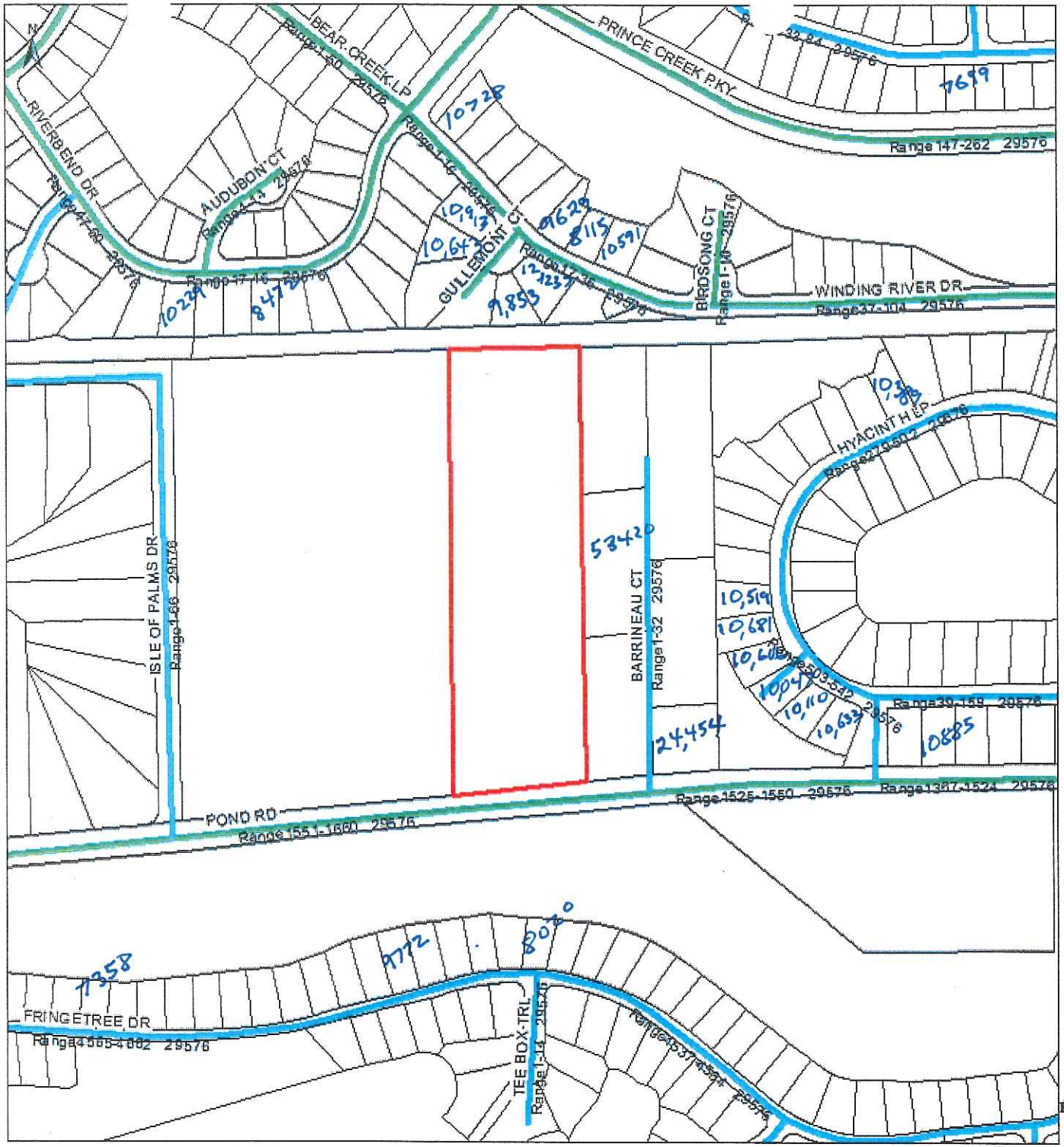
sde.SDE.Imagery2017Med

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Municipalities

0 112.5 225 450 675 900
Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Diggin It, LLC
Property Location Map
REZ 4-18-20364

SF

Legend

Streets

<all other values>

MaintainedBy

- County
- Private
- State
- Diggin It, LLC
- Lot Lines
- Railroads
- Landmarks
- Municipalities

0 112.5 225 450 675 900 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

NOTICE OF PUBLIC HEARING

A request from Felix Pitts, as agent for Diggin It, LLC to rezone approximately 7.5 acres from Forest Agriculture (FA) to 10,000 Square Feet Residential (R-10). The property is located on Pond Road approximately 300 feet west of the Lakeshore Subdivision in Murrells Inlet. TMS# 41-0402-025-00-00. Case Number REZ 4-18-20364.

The Planning Commission will be reviewing this request on **Thursday, June 21, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

TO: Georgetown County Planning Commission

FROM: Permanent Residents, Linksbrook, Murrells Inlet, SC 29576

REF: Case Number REZ 4-18-20364 [TMS# 41-0402-025-00-00]

DATE: 17 May 2018/ 21 June 2018

Dear Folks: As permanent residents of Murrells Inlet, located in this Georgetown County, we wish to express to you a protest against the rezoning of an FA ZONE to an R-10 ZONE. I have been notified by the planning commission of this request to change the FA zone for Digging It, LLC a 7.5 acre area, to R-10. Including an adjacent area known as 3A... Located in Murrells Inlet, SC with an engineered Drawing by Drew Hanna.

Our protest is regarding the following:

1. The area in question is already overcrowded with housing and development.
2. We need to keep open forested areas; there are too many houses in our area.
3. Additional housing will affect our infrastructure, roads, sewer, and electric.
4. The area acts as a water shed preventing or minimizing flooding from heavy rain.
5. Additional housing will place more strain on our potable water supply system.
6. The potable water supply pressure is already low. This may lower the pressure even more.
7. Will this proposed housing construction affect our ground water and create water pollution?
8. How will additional housing affect our FEMA flood zone?
9. Has an environmental impact study been conducted?
10. The area in question contains FORESTED WETLANDS. Has a permit been issued to build on the wetlands?
11. Has the pollution control act been addressed in reference to this zoning request?
12. Common sense should be applied to this zoning request---deny it as our area is overdeveloped.
13. Should the commission decide to over ride our protest and rezone the aforementioned parcel, we request consideration on the following:

    A. All county, State and Federal rules, regulations and statutes regarding storm waters be followed.
    B. Any connection for sewer from the parcel in question be connected on POND Road.
    C. Any water connection for the parcel in question be connected on POND Road.
    D. An additional buffer zone of 50 feet be created where the parcel joins Linksbrook.
    E. The developer shall plant & maintain shrubs or bushes common to the area in the additional 50 foot buffer zone so as to create a living hedge or barrier.
    F. The number of houses or buildings be reduced to 15.
    G. The developer shall save from harm any trees protected by County or State law(s).
    H. No construction shall be permitted until an approved environmental impact study is completed and open for public comment.

Respectfully submitted;

Fiocca ... 37 Riverbend Drive, MI, SC 29576
Richard Marzello ... 33 Riverbend Drive, MI,SC 29576
Michael Lutz ... 41 Riverbend Drive, MI, SC 29576
Dan Mauch ... 45 Riverbend Drive, MI, SC 29576
Mike Nicholson ... 39 Riverbend Drive, MI, SC 29576
Joe Richards ... 35 Riverbend Drive, MI, SC 29576

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED	REMOTE CSID	DURATION	PAGES	STATUS
June 20, 2018 2:50:50 PM EDT	8439792424	35	1	Received

Jun.20.2018 01:25 PM Pawleys Eye Associates 8439792424 PAGE. 1/ 1

Wachesaw Palms Homeowners Association

Post Office Box 1002

Murrells Inlet, South Carolina 29576

June 20, 2018

Georgetown County Planning Commission

P.O. Box 421270

Georgetown, South Carolina 29440

RE: Case Number REZ 4-18-20364 TMS# 41-0402-02500-00

Dear Sir/Madame:

The Wachesaw Palms Homeowners Association, an association of twenty-one (21) property owners, collectively change our standing on the zoning change request, Case Number REZ 4-18-20364 TMS# 41-0402-02500-00 that is to be revisited by the Zoning Board on June 21, 2018:

The Wachesaw Palms HOA no longer opposes the rezoning.

The Wachesaw Palms HOA has recently met with the builder of the development, and he answered many questions in regard to the style of home and exterior building materials that will be used. The builder appears to have a conscientious eye on studies pertaining to wildlife, wet lands, and trees on the property and it will not be a "cookie cutter" development. The builder also agreed to keep our HOA up to date on information as the project proceeds.

The information shared by the builder leads The Wachesaw Palms HOA to believe this development would complement the surrounding neighborhoods and offer a fine neighborhood to the Murrells Inlet area.

Thank you,

Wachesaw Palms HOA

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED	REMOTE CSID	DURATION	PAGES	STATUS
May 17, 2018 4:18:57 PM EDT	8439792424	55	2	Received

May.17.2018 02:54 PM Pawleys Eye Associates 8439792424 PAGE. 1/ 2

Wachesaw Palms Homeowners Association
Post Office Box 1002
Murrells Inlet, South Carolina 29576

May 16, 2018

Georgetown County Planning Commission
P.O. Box 421270
Georgetown, South Carolina 29440

Dear Sir/Madame:

The Wachesaw Palms Homeowners Association, an association of twenty-three (23) property owners, collectively **oppose** the zoning change request, **Case Number REZ 4-18-20364 TMS# 41-0402-02500-00** that is to be reviewed on May 17, 2018.

The residents of Wachesaw Palms, a neighborhood on Pond Road within 500 feet of said property that is the subject of this zoning case, **oppose** the requested zoning change because:

1.The density of homes per acre with an R-10 Zoning **would negatively effect** property values and quality of life for the surrounding established neighborhoods. On this tract of land, after allowing road and easement footage, this development would have Lots significantly smaller than the Lots in Lakeshore, Links Brook, Wachesaw East and our own Wachesaw Palms, all within 500 feet of said tract. **There is plenty of available housing in this area already.**

The Zoning Commission needs to consider our concerns of over-development leading to issues with:

- Infrastructure and roads
- Water, sewer and electric utilities
- Run-off, drainage, potential flooding
- Removal of trees and wet lands that benefit our environment
- Pollution affecting air, land and water, as well as noise
- Impact on our schools, which in turn impacts our property/resale value of homes

2. **Increased traffic** on Pond Road, a road with several sharp curves, will **adversely impact the safety of residents** that walk, run, bicycle, push infant children in baby strollers, walk dogs, etc. Additionally, for Homeowners directly on Pond Road the **noise from the increase in vehicles** passing will escalate.

As homeowners and residents of Wachesaw Palms and Murrells Inlet, we respectfully submit our opposition to this Zoning change in order to maintain the character, quality and property values of not only our neighborhood Wachesaw Palms, but other neighborhoods and private homes on Pond Road.

Regards,

Wachesaw Palms Homeowners Association

Holli Joyner
61 Isle of Palms Drive
Murrells Inlet, SC 29576

May 15, 2018

Georgetown County Planning Commission
P.O. Box 421270
Georgetown, SC 29440

RE: Case Number 4-18-20364 TMS# 41-0402-02500-00

Dear Zoning Commission Members:

We ask that you decline the Zoning change for the Case referenced above.

We do not want to see our property values decrease from over-development.
We do not want more traffic (and noise from that traffic) on Pond Road.
We do not want strain on our water, sewer and storm water drains.
We do not want over crowded schools from over-development.
We do not want wet lands and watershed areas to be disturbed for housing that is not needed.
We do not want development that could lead to flooding and drainage issues that currently do not exist.

The Pond Road area already has neighborhoods to fit most any home buyers needs. Please decline this zoning request. Do not turn Murrells Inlet into an over-developed area.

Respectfully submitted,

Holli Joyner

LES STORER, JR
31 Riverbend Drive, Murrells Inlet, SC 29576
Tel: 843-651-4539

May 4, 2018

Georgetown County Planning Commission
PO Box 421270
Georgetown, SC 29440

Re: Property Rezone Case REZ 4-18-20364

To Whom It May Concern:

When I moved here and purchased lot 28 in Linksbrook, Colony Section 1, I was informed that part of my property would intrude partly into the watershed, water/flood control, or whatever you want to call it, and that I could not do anything to that part of my property other than leave it natural. I did not mind the restriction because I was also told there would be no building behind our property because that land was also part of the watershed. Now the possibility of losing the natural nature behind us and the loss of privacy really irks me. In short, I bought my property because of the natural beauty and privacy. I do **not** want to see it developed.

If by chance the rezoning is approved, I have several questions regarding the rezoning of referenced case from Forest Agricultural (FA) to Residential (R-10):

1. To date, I have not experienced any flooding on my property since I purchased my home in 2005. Could this change if the rezoning to residential is approved?

2. I, and my neighbors, would like to know the results of the impact study to see if we could be subjected to increased flood risk.

3. Currently, no flood insurance is required for our property and although I do carry it at their lowest rating, I would like to know if FEMA will change our flood rating classification and cause a premium increase for the increased risk. Some of my neighbors do not carry flood insurance and would be upset if their mortgage company would now require them to carry it.

4. If the impact study appears to indicate there may be a increase in flood risk to our properties, will the developer be required to do whatever is necessary to eliminate the increased risk ?

5. If the rezoning is approved, could the restriction on my use of my property referenced above be removed?

I am nearly 80 years of age, have lived in different places and have seen what happens when rezoning starts. If the rezoning is approved, it's only a matter of time before the owner of the tract next to this one wants to rezone. That could make the flooding issues more important since those two parcels controlled flooding by being left natural.

Sincerely,

Leslie I. Storer, Jr.

Judy Blankenship

From: Wendy Traylor <wendy.traylor@campingworld.com>
Sent: Thursday, May 17, 2018 12:58 PM
To: Judy Blankenship
Cc: Tommy Traylor
Subject: Pond Road Rezoning

Ms. Blankenship,

My husband and I are home owners in Wachesaw Palms neighborhood right off Pond road. We have several concerns about the rezoning:

1. The building of a neighborhood with smaller houses and lots will negatively effect our property sales.

2. The land they want to develop is home to much wild life like deer, birds, turtles, rabbits and etc. Where are they to go if the land is developed?

3. The beautiful trees, natural flowers and ponds will be destroyed if this land is developed.

4. The traffic will increase tremendously and will effect the safety of the residents that walk and jog on Pond Rd.

5. If the property is developed who is going to pay for the drainage system? I think the developer should and not my tax dollars.

6. If the property is develop and they have to widen Pond Rd, who is going to pay for it? I think the develop should and not my tax dollars.

Please consider the long term effects this rezoning will have on many of us. I appreciate you listening to my concerns.

Thank you,

Wendy and Tommy Traylor

Sent from my iPhone

Tiffany Coleman

From: Ray Lilienthal <lilienthal.ray@gmail.com>
Sent: Wednesday, June 20, 2018 10:43 PM
To: Tiffany Coleman
Subject: Case Number REZ 4-18-20364

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I just received a letter regarding the rezoning of the land behind my home. My wife and I currently live in Colorado. We purchased our home in Linksbrook in October of last year as a retirement home which we will permanently occupy this December. The deep woods behind our house was one of the biggest reasons we chose it after a long search. I am completely against the rezoning of that Forest Agriculture.

That pretty little forest was probably zoned that way as a buffer between neighborhoods. There are three existing neighborhoods surrounding that forest that enjoy the privacy and tranquility it provides. I think it's unfair to make those neighborhoods endure what will probably be two years of noise as they cut down trees and scatter wildlife followed by construction traffic and more noise just so a developer can make money.

There are currently over 600 homes for sale in Murrells Inlet and new construction is taking place in many areas around town. There is also lots of open space where they can build without disturbing existing neighborhoods. And I'm wiling to bet that once the road is in place the other side of that forest parcel will be sold for more homes to be built.

Take it from someone who is currently experiencing urban sprawl in Denver, those forests that separate neighborhoods are invaluable. Please don't remove ours.

Ray Lilienthal

TO: Georgetown County Planning Commission

FROM: Permanent Residents, Linksbrook, Murrells Inlet, SC 29576

RE: Case Number REZ 4-18-20364 [TMS# 41-0402-025-00-00]

DATE: 17 May 2018/ 21 June 2018

Dear Folks: As permanent residents of Murrells Inlet, located in this Georgetown County, we wish to express to you a protest against the rezoning of an FA ZONE to an R-10 ZONE. I have been notified by the planning commission of this request to change the FA zone for Digging It, LLC a 7.5 acre area, to R-10. Including an adjacent area known as 3A... Located in Murrells Inlet, SC with an engineered Drawing by Drew Hanna.

Our protest is regarding the following:

1. The area in question is already overcrowded with housing and development.
2. We need to keep open forested areas; there are too many houses in our area.
3. Additional housing will affect our infrastructure, roads, sewer, and electric.
4. The area acts as a water shed preventing or minimizing flooding from heavy rain.
5. Additional housing will place more strain on our potable water supply system.
6. The potable water supply pressure is already low. This may lower the pressure even more.
7. Will this proposed housing construction affect our ground water and create water pollution?
8. How will additional housing affect our FEMA flood zone?
9. Has an environmental impact study been conducted?
10. The area in question contains FORESTED WETLANDS. Has a permit been issued to build on the wetlands?
11. Has the pollution control act been addressed in reference to this zoning request?
12. Common sense should be applied to this zoning request---deny it as our area is overdeveloped.
13. Should the commission decide to over ride our protest and rezone the aforementioned parcel, we request consideration on the following:

    A. All county, State and Federal rules, regulations and statutes regarding storm waters be followed.
    B. Any connection for sewer from the parcel in question be connected on POND Road.
    C. Any water connection for the parcel in question be connected on POND Road.
    D. An additional buffer zone of 50 feet be created where the parcel joins Linksbrook.
    E. The developer shall plant & maintain shrubs or bushes common to the area in the additional 50 foot buffer zone so as to create a living hedge or barrier.
    F. The number of houses or buildings be reduced to 15.
    G. The developer shall save from harm any trees protected by County or State law(s).
    H. No construction shall be permitted until an approved environmental impact study is completed and open for public comment.

Respectfully submitted;

Fiocca ... 37 Riverbend Drive, MI, SC 29576
Richard Marzello ... 33 Riverbend Drive, MI,SC 29576
Michael Lutz ... 41 Riverbend Drive, MI, SC 29576
Dan Mauch ... 45 Riverbend Drive, MI, SC 29576
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Joe Richards ... 35 Riverbend Drive, MI, SC 29576

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED	REMOTE CSID	DURATION	PAGES	STATUS
June 20, 2018 2:50:50 PM EDT	8439792424	35	1	Received

Jun.20.2018 01:25 PM Pawleys Eye Associates 8439792424 PAGE. 1/ 1

Wachesaw Palms Homeowners Association

Post Office Box 1002

Murrells Inlet, South Carolina 29576

June 20, 2018

Georgetown County Planning Commission

P.O. Box 421270

Georgetown, South Carolina 29440

RE: Case Number REZ 4-18-20364 TMS# 41-0402-02500-00

Dear Sir/Madame:

The Wachesaw Palms Homeowners Association, an association of twenty-one (21) property owners, collectively change our standing on the zoning change request, Case Number REZ 4-18-20364 TMS# 41-0402-02500-00 that is to be revisited by the Zoning Board on June 21, 2018:

The Wachesaw Palms HOA no longer opposes the rezoning.

The Wachesaw Palms HOA has recently met with the builder of the development, and he answered many questions in regard to the style of home and exterior building materials that will be used. The builder appears to have a conscientious eye on studies pertaining to wildlife, wet lands, and trees on the property and it will not be a "cookie cutter" development. The builder also agreed to keep our HOA up to date on information as the project proceeds.

The information shared by the builder leads The Wachesaw Palms HOA to believe this development would complement the surrounding neighborhoods and offer a fine neighborhood to the Murrells Inlet area.

Thank you,

Wachesaw Palms HOA

Item Number:	6.b
Meeting Date:	9/11/2018
Item Type:	CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
Ordinance No. 2018-22 - An Ordinance Granting Permission for the organization Preserve Murrells Inlet to attach a Bronze Plaque to the Georgetown County Jetty View Walk in Furtherance of its Eleemosynary Mission

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
Preserve Murrells Inlet (PMI), a non-profit corporation, has established their commitment to the Murrells Inlet Community over an extended period of time.

PMI's mission is an environmental one, dedicated to preserving the creeks and marshes of the Inlet, and the character and quality of life in its village, while cooperating with governmental agencies to effect these ends.

PMI wishes to memorialize Mr. Hobie Kraner, one of its former directors, a long-time advocate for preserving the environment of Murrells Inlet, who has passed away.

The proposed plaque will have a brief mission statement of PMI, memorialize Mr. Kraner, and also allow for the names of other directors who have served the organization to be added and honored at the appropriate time upon their death.

OPTIONS:
1. Adopt Ordinance No. 2018-22.
2. Do not adopt Ordinance No. 2018-22.

STAFF RECOMMENDATIONS:
Recommendation for adoption of Ordinance No. 2018-22.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-22 - To grant permission for PMI to attach a plaque to the Jetty View Walk	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO: 2018-22**
COUNTY OF GEORGETOWN)

AN ORDINANCE GRANTING PERMISSION FOR PRESERVE MURRELLS INLET TO ATTACH A BRONZE PLAQUE TO THE GEORGETOWN COUNTY JETTY VIEW WALK, IN FURTHERANCE OF ITS ELEEMOSYNARY MISSION TO PROMOTE, PROTECT, AND IMPROVE THE MURRELLS INLET COMMUNITY

WHEREAS, Preserve Murrells Inlet (PMI), a non-profit corporation, has established their commitment to the Murrells Inlet Community over an extended period of time; and

WHEREAS, PMI's mission is an environmental one, dedicated to preserving the creeks and marshes of the Inlet, and the character and quality of life in its village, while cooperating with governmental agencies to effect these ends; and

WHEREAS, PMI wishes to memorialize Mr. Hobie Kraner, the first of its directors to die. He held a PHD in micro-biology and environmental sciences, and was an expert on, and an advocate for, preserving the environment of Murrells Inlet. The plaque will memorialize Mr. Kraner, and with names to be added later, will memorialize other directors of PMI also, who have served the organization, and should be honored as such. The plaque will have a brief mission statement of PMI, followed by honored directors who have served, in a post mortem memorial of recognition, with dates of death; and

NOW, THEREFORE, be it granted via Ordinance 2018-22, that Preserve Murrells Inlet shall be allowed to affix a bronze style plaque to the south end Georgetown County Jetty View Walk, under the terms and conditions as set forth below.

1. Preserve Murrells Inlet is hereby granted permission to permanently affix a bronze style plaque to the Georgetown County Jetty View Walk.
2. Georgetown County is not liable for replacement of the bronze style plaque in the event It is damaged or lost, regardless of the reason for the damage or loss. Further, Georgetown County shall have the ability to remove the plaque, with the intention to reaffix it, when necessary for repairs or other events requiring its removal.

This ordinance shall take effect upon final reading approval by the Georgetown County Council.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

_____ (Seal)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2018-22, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant
Georgetown County Attorney

Item Number:	8.a
Meeting Date:	9/11/2018
Item Type:	APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Building Code Board of Appeals

CURRENT STATUS:
Pending appointment

POINTS TO CONSIDER:
There is currently a vacant seat on the Building Code Appeals Board representing Council District 1. Councilman John Thomas would like to appoint Benjamin M. Ward to fill this seat.

If appointed, Mr. Ward will complete an 'unexpired' term of service that will end on March 15, 2019. Mr. Ward's application is provided for Council's consideration.

OPTIONS:
1. Ratify appointment of Benjamin M. Ward to the Building Code Appeals Board representing Council District 1.
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:
Recommendation to ratify the appointment of Benjamin M. Ward to the Building Code Appeals Board representing Council District 1.

ATTACHMENTS:

	Description	Type
🗋	Benjamin Ward_BCA Board Application	Backup Material

QUESTIONAIRE FOR
BOARD / COMMISSION
PLEASE PRINT

[For all yes/no questions please circle appropriate answer]

Name of Board / Commission to which you wish to be appointed / reappointed:

_____ Airport Commission	_____ Coastal Carolina University Advisory Board	_____ Midway Fire-Rescue Board
_____ Alcohol & Drug Abuse Commission	_____ Economic Development Alliance Board	_____ Parks & Recreation Commission
_____ Assessment Appeals Board	_____ Fire District 1 Board	_____ Planning Commission
_____ ATAX Commission	_____ Historical Commission	_____ Sheriff Advisory Board
_X_ Building Codes Board of Appeals	_____ Library Board	_____ Tourism Management Commission
		_____ Zoning Appeals Board

Name: Benjamin M Ward
[First] [Middle/Maiden] [Last]

Home Address: 233 Old Cedar Loop, Pawleys Island, SC 29585

Home Phone: 803-431-9479 Work Phone: 843-979-2210 Cell Phone: 803-431-9479

Email Address: bward@cga-arch.com

Permanent resident of Georgetown County? (YES) / NO Registered Voter in Georgetown County? (YES) / NO

Occupation: Architect Present Employer: Curtis Group Architects
[If retired, most recent employer]

Employer Address: 11270 Ocean Hwy Suite B, PI, SC 29585

Please indicate which best describes the level of education you last completed:

_____ Some High School _____ High School Graduate/GED _____ Some College _X_ College Graduate

Professional Degree *[please specify]* Master of Architecture

Do you serve on any other state, county, city, or community boards/commissions, or hold an elected office? Yes / (No)

[If yes, please list]: _____

Do you have any interest in any business that has, is, or will do business with the County of Georgetown? Yes / (No)

[If yes, please list]: _____

Do you have a potential conflict of interest or reason to routinely abstain from voting on this board /commission? Yes / (No)

[If yes, please list]: Only if my firm has a Case before the board

Summary of Qualifications or Experience that you feel would beneficial to this board/commission:
Registered architect w/ 15 years experience. Specialize in healthcare which is most stringent code wise. Serve on neighborhood POA Board as ARB person.

I hereby agree to attend the stated and called meetings of this entity to which I may be appointed and further agree that should I miss *three (3) consecutive meetings* or, *half the meetings within a six-month period*, I will resign my appointment.

Ben Ward 8.31.18
Applicant Signature Date

NOTE: Applications for service on Georgetown County Boards and Commissions remain on file for 2 years. If you have not been appointed to serve on a board/commission within that that timeframe you may re-submit your application. Please note that information provided in this application may be subject to SC Freedom of Information disclosure.

[Please return completed form to Theresa Floyd, Clerk to Council, 716 Prince Street, Georgetown, SC 29440]

(Revised 11-16)

Item Number:	9.a
Meeting Date:	9/11/2018
Item Type:	RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Emergency Services

ISSUE UNDER CONSIDERATION:
Proclamation No. 2018-26 - In recognition of Fire Prevention Month, October 2018

CURRENT STATUS:
Every year Georgetown County experiences property loss, injuries, and occasionally fatalities due to fire and other emergencies. The Fire Districts in Georgetown spend many hours combating these problems and spend time all year presenting fire and life safety education. Each year the month of October is set aside to publicly promote fire and life safety bringing special attention to the need for fire and life safety education. This year's them is; "Look. Listen. Learn. Be Aware. Fire Can Happen Anywhere."

POINTS TO CONSIDER:
1) According to the National Fire Protection Association the President of the United States has signed a proclamation for Fire Prevention Week signaling national support of fire departments as they teach fire and life safety in their communities. This designated week is always during the month of October.
2) This month also commemorates past and present emergency responders for their service to their communities; and to honor emergency responders who have lost their lives or became disabled in the line of duty.
3) Publicly supporting this proclamation sends a signal to the citizens of Georgetown County of our commitment to fire and life safety.

FINANCIAL IMPACT:
None

OPTIONS:
1) Adopt Proclamation No. 2018-26, proclaiming October 2018 as Fire Prevention Month in Georgetown County.
2) Do not approve.

STAFF RECOMMENDATIONS:
Recommendation for the adoption of Proclamation No. 2018-26, proclaiming October 2018 as "Fire Prevention Month" in Georgetown County.

ATTORNEY REVIEW:
No

ATTACHMENTS:

Description	Type
Proclamation - Fire Prevention Month October 2018	Cover Memo

Proclamation

STATE OF SOUTH CAROLINA	)	**OCTOBER 2018**
	)	**FIRE PREVENTION MONTH**
COUNTY OF GEORGETOWN	)	

Whereas, the COUNTY of GEORGETOWN is committed to ensuring the safety and security of all those living in and visiting our County; and

Whereas, fire is a serious public safety concern both locally and nationally, and homes are the locations where our citizens and visitors are at greatest risk from fire; and

Whereas, according to the National Fire Protection Association, fire departments in the United States responded to 352,000 home fires in 2016, which resulted in 2,735 fire fatalities; and

Whereas, the 2018 Fire Prevention Month theme, "LOOK. LISTEN. LEARN. Be aware. Fire can happen anywhere" effectively serves to remind us that we need to take personal steps to increase our safety from fire; and

Whereas, installing and maintaining working smoke alarms, cuts the risk of dying in a home fire in half; and

Whereas, every resident of Georgetown County should install and maintain smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

Whereas, every member of the home should work together in developing a home escape plan, which should include two ways out of every room, a designated meeting place outdoors, and the home escape plan should be practiced each month with the entire family; and

Whereas, young children should be taught how to escape on their own, know how to close the doors behind them, and know they should never go back inside a burning building; and

Whereas, Georgetown County's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through providing community based fire prevention education; and

Whereas, Georgetown County's residents are asked to be responsive to public education measures and should take personal steps to increase their safety from fire, especially in their homes; and

THEREFORE, the Georgetown County Council members do hereby proclaim October 2018 as Fire Prevention Month throughout this county, and we urge all the citizens and visitors of Georgetown County to work together to "LOOK. LISTEN. LEARN. Be aware. Fire can happen anywhere", and are invited to participate in the many fire prevention activities and efforts provided by the collective Georgetown County fire and emergency service organizations.

"Fire Prevention Month"

VOTED, RATIFIED, AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2018

_____

Johnny Morant, Chairman
Georgetown County Council

ATTEST:

_____

Theresa E. Floyd
Clerk to Council

Item Number:	9.b
Meeting Date:	9/11/2018
Item Type:	RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Resolution No. 2018-27 - Declaration of Official Intent to Reimburse

CURRENT STATUS:
Pending adoption

POINTS TO CONSIDER:
Various equipment in the County's FY2019 Capital Equipment Replacement Plan has been scheduled for replacement using lease-purchase financing.

A declaration by Council of its official intent to use financing proceeds to reimburse any of the subject equipment paid for prior to eventual closing on the financing agreement is necessary to comply with certain United States Treasury Regulations.

FINANCIAL IMPACT:
Without a Declaration of Official Intent to Reimburse, certain purchases would not quality for subsequent financing.

OPTIONS:
1. Approve Resolution No. 2018-27.
2. Reject Resolution No. 2018-27.

STAFF RECOMMENDATIONS:
Recommendation for the adoption of Resolution No. 2018-27.

ATTACHMENTS:

	Description	Type
🗋	Resolution No 2018-27 - Declaration of Intent to Reimburse	Resolution Letter

STATE OF SOUTH CAROLINA	)	RESOLUTION #2018-27
	)	DECLARATION OF OFFICIAL INTENT
COUNTY OF GEORGETOWN	)	TO REIMBURSE

WHEREAS, Georgetown County ("County") has previously determined and approved a Capital Equipment Replacement Financing Plan; and

WHEREAS, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section; and

WHEREAS, the undersigned is authorized to declare the official intent of Georgetown County, South Carolina (the "Issuer") with respect to the matters contained herein.

BE IT THEREFORE RESOLVED, as follows:

1. **Expenditures to be Incurred.** The Issuer anticipates incurring expenditures (the "Expenditures") for various equipment included in the FY 2019 Capital Equipment Replacement Plan (the "Project").

2. **Plan of Finance.** The Issuer intends to finance the costs of the Project with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

3. **Maximum Principal Amount of Debt to be Issued.** The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $1,500,000.

4. **Declaration of Official Intent to Reimburse.** The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

Adopted this 11th day of September 2018.

SEAL

By: _____
Clerk to County Council
Georgetown County, South Carolina

By: _____
Chairman, County Council
Georgetown County, South Carolina

Item Number:	11.a
Meeting Date:	9/11/2018
Item Type:	SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:
Ordinance No. 2018-20 - To amend Article III Definitions, Article XIII Tree Regulations, Article XIX Establishment of Overlay Zones and Article XX Requirements by Overlay Zone all dealing with tree regulations.

A request to amend the regulations found in the Zoning Ordinance regarding trees. This includes Article III Definitions, Article XIII Tree Regulations, Article XIX Establishment of Overlay Zones and Article XX Requirements by Overlay Zone.

CURRENT STATUS:
The tree regulations were last amended in 2010. Council recently asked the Planning Commission to address tree regulations and provide an amended ordinance.

POINTS TO CONSIDER:
1. Recent clear cutting and mass grading of residential subdivisions on the Waccamaw Neck have led to many expressions of concerns from citizens.
2. Staff has reviewed the existing ordinance and developed changes that would enhance tree protection in the County. The following are major changes to the ordinance:

- Mass grading is defined and addressed. This technique has been utilized by most of the recent subdivisions. Even if a tree is shown to be protected, installing several feet of fill material around the tree will result in damage or death of the tree. The proposed ordinance requires that tree wells and other means be installed that protect the tree from damage caused by fill material.
- Additional language has been added that addresses the loss of trees as a result of installing storm water infrastructure.
- Since the development characteristics of the County are extremely different between the rural area and the Waccamaw Neck, two overlay zones are proposed that address tree protection in different manners.
- The term “Grand Tree” has been defined as a protected tree of at least thirty (30) inches DBH.
- Occupied single family lots in the rural overlay are still exempt from the tree regulations. In the urban overlay (Waccamaw Neck), Grand trees are protected on occupied single family lots. In order to remove a Grand tree on an occupied residential lot in the urban area, a variance must be obtained from the Zoning Board of Appeals.
- A tree protection area has been defined that prevents harm to the tree by prohibiting certain root disturbing activities in the root area.
- Protected trees in a wetland that require a permit from the State or Army Corps of Engineers cannot be removed except where needed to install an access road, install a dock or deck, or install utilities. Where possible, utilities shall follow an access road to reduce the footprint in the wetlands. Essentially, this prevents a developer from removing protected trees in a wetland just to create an additional buildable lot.
- As the County desires to promote mitigation when needed, the existing section has been modified to be more flexible.
- Tree removal permits will not be issued at the time a subdivision is approved and land clearing and grading begins. Most developers prefer to remove the trees at the beginning of the

grading begins. Most developers prefer to remove the trees at the beginning of the subdivision construction process as it only requires one mobilization. Staff has found that if tree removal permits are only issued on a lot by lot basis, when a building permit is sought, tree protection is greatly enhanced. An example of a subdivision where this practice was followed is the old Summergate, now Bridges at Litchfield subdivision. It is likely that tract builders and their representatives, in particular, will not be pleased with this requirement.

- Industrial sites have been specifically addressed. These sites may remove protected trees but not Grand trees without a permit. This does not exempt industrial sites from the tree replacement provisions or the landscaping/buffering requirements found elsewhere in the Ordinance.
- In the rural overlay zone, protected trees are specifically listed. In the urban overlay zone, protected trees are "all trees of at least ten (10) inches DBH, **except** for Palmetto, Bradford Pear, Pecan, Pine, Wax and Crepe Myrtle."
- In the enforcement section, Withholding Approvals and Stop Work Orders have been added as an enforcement mechanism.

3. Staff recommended approval of the attached amended Tree Regulations.

4.The Planning Commission held a public hearing on this issue at their June 21st, 2018 meeting. No one came forward to speak.

5. The Commission voted 7 to 0 to recommend approval for the attached ordinance.

6. Ordinance No. 2018-20 was presented to Georgetown County Council for first reading on July 24, 2018. County Council voted at that time to *invoke pending ordinance doctrine.*

FINANCIAL IMPACT:
Not applicable

OPTIONS:
1. Approve as recommended by PC
2. Deny
3. Approve an amended ordinance.
4. Defer action.
5. Remand to PC for further study.

STAFF RECOMMENDATIONS:
NOTE: Ordinance No. 2018-20 has been revised subsequent to first reading introduction, and a motion to amend will be required at 2nd reading to incorporate amended text.

ATTORNEY REVIEW:
Yes

ATTACHMENTS:

	Description	Type
🗋	REVISED Ordinance No 2018-20 To Amend Article III Definitions, Article XIII Tree Regulations, Article XIX Establishment of Overlay Zones and Article XX Requirements by Overlay Zone all dealing with tree regulations.	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2018-20**
COUNTY OF GEORGETOWN)

AN ORDINANCE TO AMEND ARTICLE III, DEFINITIONS, ARTICLE XIII, TREE REGULATIONS, ARTICLE XIX, ESTABLISHMENT OF OVERLAY ZONES AND ARTICLE XX, REQUIREMENTS BY OVERLAY ZONE OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA AS THE ORDINANCE ADDRESSES TREES

WHEREAS, GEORGETOWN COUNTY HAS RECOGNIZED THAT TREES PLAY A VITAL ROLE IN THE CONTINUATION OF A HEALTHY ENVIRONMENT BY REDUCING CARBON, REDUCING SOIL EROSION, IMPROVING THE AMOUNT AND QUALITY OF STORM WATER RUNOFF, REDUCES HEAT AND GLARE, REDUCES AIR POLLUTION, REDUCES NOISE, PROVIDES A HABITAT FOR WILDLIFE AND ENHANCES THE AESTHETICS OF A NEIGHBORHOOD, ALL OF WHICH BENEFITS ALL OF ITS CITIZENS, AND

WHEREAS, THE COUNTY RECOGNIZES THAT TREES ENHANCE PROPERTY VALUES, AND

WHEREAS, THE COUNTY IS GRANTED THE AUTHORITY TO ADOPT TREE REGULATIONS BY THE STATE OF SOUTH CAROLINA,

BE IT ORDAINED BY THE COUNTY COUNCIL OF GEORGETOWN COUNTY, SOUTH CAROLINA DULY ASSEMBLED THAT ARTICLE III, DEFINITIONS BE AMENDED BY ADDING THE FOLLOWING SECTIONS.

392.6.1 **Grading.** The work of ensuring a level base, or a specified slope, for construction work. Normally occurs after excavation, which does not materially change the elevation of the site.

392.6.11 **Mass Grading.** Grading of a site that moves land over a large area that includes multiple building sites as well as infrastructure sites. Normally it includes mass clearing of trees and other vegetation. This is the opposite of clearing and grading individual building sites in a subdivision when a building permit is requested.

392.6.2 **Grand Tree.** A protected tree of at least thirty (30) inches DBH.

392.10 **Protected Tree.** Any tree determined by Georgetown County to be of a high value because of its type, size, age or other professional criteria. The minimum DBH of various species of tree used to determine "protected" status may be found in Article XIII, Tree Regulations of this ordinance ~~Appendix~~.

392.161 **Tree Protection Area**. The area around the tree in which certain activities could result in damage or death to the tree. The area is equal in feet to the DBH of the tree. For example, a tree with a fifteen (15) inch DBH shall have a fifteen (15) foot tree protection area. In circumstances where the edge of the canopy extends further than the feet established by the DBH, the edge of the canopy shall establish the tree protection area.

BE IT FURTHER ORDAINED, THAT ARTICLE XIII, TREE REGULATIONS BE AMENDED TO READ AS FOLLOWS:

ARTICLE XIII

TREE REGULATIONS

1300. **INTENT.** It is the intent of this section to encourage the protection**,** and replacement of trees during and after development within certain zoning classifications. Benefits derived from tree protection**,** and replacement include: improved control of soil erosion, moderation of storm water runoff, and minimization of the cost of construction and maintenance of drainage systems; improved water quality including carbon reduction; interception of airborne particulate matter and the reduction of air pollutants; reduction of noise, heat and glare; enhancement of habitat for desirable wildlife; climate moderation; maintenance of aesthetic qualities provided by the natural environment and its scenic view sheds; provision of protective physical and psychological barriers between pedestrians and vehicular traffic; energy and water conservation; and the enhancement of real estate property values.

Due to the physical and developmental nature of the County, Article XIII, Tree Protection, is divided into two tree overlay districts, one being the more urban section known as the Waccamaw Neck and the western section of the County which is more rural. The regulations contained in this Article apply to all zoning districts within the two areas. The regulations in both overlays of the County are divided into three classifications: occupied single family residential requirements, unoccupied single family residential requirements and non single-family requirements. Refer to Article III for definitions for these classifications and other tree related definitions.

1301. GENERAL TREE REGULATIONS, COUNTY-WIDE

1301.1 Protected Trees In Georgetown County. This Section applies to all of Georgetown County, except where specific regulations are established for the two

overlay zones. The regulations found in the overlay zones are in addition to the regulations found in this section. Protected trees for the two overlays are listed in the overlay sections. Article III. Definitions, Section 392, Tree, must be reviewed to fully understand the Georgetown County tree protection requirements.

1301.2 Tree permits. Tree removal permits for protected trees shall be required for all properties and shall be obtained from the office of the Zoning Administrator. A tree permit is not required for limb and root pruning of protected trees. ~~for all non single-family parcels~~. However, negligent pruning of trees shall be considered a violation of this ordinance. All pruning shall follow the latest version of the ANSI A300 standards.

1301.3 **Prohibited Activities.** In addition to the removal or damage of protected trees identified in this ordinance without a permit, the following activities are prohibited:

1301.3.1 Tree topping, unless such activity is taken as a result of a natural disaster.

1301.3.2 Removal of Waterway Trees. Protected trees, or any tree in excess of ten (10) inches DBH growing in waterways adjacent to residential or non-residential property and beyond certified property lines may not be removed unless the Zoning Administrator or Planning Director determines that no other way exists to install a permitted dock or deck. Such determination will be made in conjunction with DHEC-OCRM (Ocean and Coastal Resource Management) and the U.S. Army Corps of Engineers if the activity is within their jurisdiction.

1301.3.3 Relocation and Removal of Legacy Trees. Legacy trees shall not be removed or disturbed, except that Legacy trees with a minimum diameter under eight inches may be relocated with the approval of the sponsoring individual or organization. If a legacy tree is planted in a County park, the County reserves the right to remove or relocate such tree on County property.

1301.3.4 Removal of Grand Tree. A Grand tree located in the Rural Area, except on occupied residential lots, shall not be removed or damaged without a permit from the Zoning Administrator or Planning Director **unless the conditions of Sections 1302.2 or 1303.4.1 are met or** a variance is granted by the Zoning Board of Appeals.

1301.3.5 Removal of Trees in Wetlands. No protected tree in a wetland that requires a permit from the State of Army Corps of Engineers shall be removed except where needed to provide an access road, install a dock or deck, or install utilities. Where possible, needed utilities shall follow an access crossing to reduce the footprint in the wetlands.

1301.3.6 Tree Protection Areas. Construction activities in the tree protection area such as parking, material storage, concrete washout and burning shall not be undertaken.

1301.4 **Permits and Process.** When an application for a building permit, development permit or tree removal is submitted to the County, a tree plan shall be submitted to the Zoning Administrator. If a site is very small and easily accessible, in lieu of a written tree plan the Planning Director or his or her designee may elect to visit the site to view the marked trees on the ground and determine their eligibility to be removed. No building, development or tree removal permit shall be issued until the tree plan has been reviewed by the Zoning Administrator or Planning Director who shall approve, approve conditionally or disapprove the plan. If the plan is disapproved or approved conditionally, the reasons for such action shall be stated in the writing and signed by the Zoning Administrator or Planning Director. The Zoning Department shall retain a copy of the justification for these actions, and a copy shall be given to the applicant. There is no fee for a tree removal permit.

1301.5 **Landscaping and Buffering Requirements.** Nothing in this Article shall negate compliance with Section 1103.4 (landscaping of parking lots) and Article XII (Buffer Requirements) of this Ordinance.

1301.6 **Tree Plan Requirements.** A tree plan, if required by the County, shall include the following elements:

1301.6.1 Location, DBH, species and total of all protected and Grand trees on site. Non-protected trees, such as pines, should not be shown on the plan;

1301.6.2 Designation of tree protection areas with identification of trees to be retained, and areas of tree replacement; notation of specifications for protection of trees to be retained during development; methods of tree protection for all tree protection areas, including tree fencing, erosion control, tree wells, retaining walls, terraces, tunneling for utilities, aeration systems, transplanting and staking;

1301.6.3 Indication of any protected trees to be removed by placing an obvious X within a circle over the tree to be removed.

1301.6.4 Limits of clearing and land disturbance such as grading, trenching, material storage, etc.; ~~staging areas for parking, material storage, concrete washout, debris burn and burial holes~~;

1301.6.5 Proposed location of all underground utilities should be indicated. If an irrigation system is utilized, the location of the lines and heads must be shown.

1301.6.6 Storm water swales and ponds;

1301.6.7 The name, address and telephone number of the applicant.

1301.7 **Platting of Subdivisions.** Developers shall design a project so that buildable areas exist on lots to minimize the need for future homebuilders to remove Grand Trees to achieve reasonable use of a lot. The location of trees should be established before conceptual parcel lines are created so that parcels can be established around protected trees. The Planning Commission shall examine major subdivisions to assure compliance with this provision as well as ensure the minimization of the removal of other protected trees on the tract. Planning Department staff shall review minor subdivisions to assure compliance with this provision. It is not the intent of this Section to indicate that only Grand trees are protected in new subdivisions. County staff or the Planning Commission shall work to save as many protected trees as possible. **The removal of Grand trees for the installation of infrastructure in a new subdivision shall not be permitted without a variance from the Zoning Board of Appeals.**

1301.8. **Mass Grading of Property**. If fill material is applied to a site that covers the majority of the site, except the building pads and street system, protected trees must be preserved by use of tree wells that will prevent the added fill from eventually killing the tree. See Appendix A for an example of a tree well. Planning staff must approve the tree well design. A developer or his or her engineer may present an alternate means of saving the tree from the negative impacts of fill material. Such alternate must be approved by planning staff. In the event the site is excavated and the elevations decreased, tree protection measures such as terracing and retaining walls must be utilized.

1301.9. **Mitigation Policy.** Any protected tree removed without a permit authorization or that cannot be issued an after-the-fact permit or whose removal would have been denied by staff, must be replaced with three (3) trees each of three (3") inch caliper, and of a species categorized as Protected. If the Zoning Administrator determines that an act of clear-cutting of protected trees has occurred on site prior to issuance of a development permit, the property owner shall be required to replace the trees with protected tree species, at a rate of one (1) three (3) inch caliper tree per one thousand (1000) square feet of open space, excluding the approved building area, any pre-existing open water features and storm water retention/detention areas. If a developer significantly adds more trees than mitigation requires, the Planning Director may reduce or eliminate any fine associated with the relevant tree removal or damage activity. If any property is sold, subsequent to the act of clear-cutting by the previous owner, the new owner shall assume responsibility for mitigation and it will be his responsibility, if he so chooses, to seek redress and recover costs from the previous owner under whom the act occurred.

1301.10 **Maintenance of Trees.** Following development, the property owner shall be responsible for maintaining the trees that were saved and/or planted. (See ANSI 300 standards for additional information on remedial tree care.) If any of the trees become diseased or damaged, the property owner shall be responsible for replacing the trees

immediately after their removal. The Zoning Administrator or a designee may inspect replacement trees after one year of installation and as needed to ensure the health of the trees. Additional replacement trees will be required if trees are deemed unhealthy at the time of inspection.

1301.10.1 As the trees within a development grow and mature, the Zoning Administrator or his or her designee may authorize removal of certain trees, which lack vigor or are diseased, in order to maintain the appearance and health of the remaining trees. If site conditions are conducive to replacing the removed trees, the Zoning Administrator or his or her designee may require tree replacement.

1301.11. **Tree Protection Requirements. For Unoccupied Single-Family Lots and Non Single Family Lots.** The following section applies to protected trees as specified in the two overlay zones on both unoccupied single family and non single-family parcels.

1301.11.1 Protected trees or stands of trees designated to be saved shall be protected from the following damages, which may occur during all phases of land disturbance and construction processes:

1301.11.1.1 direct physical root damage;

1301.11.1.2 indirect root damage; and

1301.11.1.3 trunk and crown disturbances.

1301.11.2 **Protective Barriers**. Prior to any land disturbance, suitable protective barriers shall be erected and maintained around all protected trees to be retained during development, so as to prevent damage. The Zoning Administrator or his or her designee shall be consulted regarding the specific type(s) of barrier(s) to be utilized and shall periodically visit the site during the construction stage to ensure compliance with all provisions of this Ordinance.

1301.11.2.1 Active protective tree fencing shall be installed along the outer edge of and completely surrounding the protected area as described in Section 1304.2.2.

1301.11.2.2 These fences shall be a minimum of 4 feet high, constructed in a post and rail configuration~~. A 2-inch x 4-inch post and a double 1-inch x 4-inch rail is recommended.~~ A four-foot orange polyethylene laminar safety fence is also acceptable.

1301.11.2.3 Passive forms of tree protection may be utilized in any area not subject to land disturbance.

1301.11.2.4 These areas shall be completely surrounded with continuous rope or flagging (heavy mill, minimum 4" wide).

1301.11.2.5. There shall be no grading or paving with any impervious material within five (5) feet of the trunk of any retained tree (additional area may be specified by the Zoning Administrator if necessary to prevent injury to Protected trees). The required five (5) foot setback may be reduced by the Zoning Administrator, or his or her designee, for pedestrian or biking trails.

1301.11.2.6 All trees to be protected shall be protected from the sedimentation of erosion material.

1301.11.2.7 Silt screening shall be placed along the outer edge of tree protective zones at the land disturbance interface. The screening shall be backed by 12-gauge 2 inch x 4-inch wire mesh fencing in areas of steep slope.

1301.11.2.8 All tree fencing and erosion control barriers shall be installed prior to and maintained throughout the land disturbance process and building construction. ~~and shall not be removed until landscaping is installed~~

1301.11.3 **Encroachment Within Root Zone.** If encroachment is anticipated within the critical root zones of protected trees, the following preventive measures shall be employed, as required by the Zoning Administrator:

1301.11.3.1 Clearing activities: The removal of trees adjacent to tree protection areas can cause inadvertent damage to the roots of protected trees. Whenever possible, a minimum three (3') foot deep trench ~~(e.g. with a "ditchwitch")~~ shall be cut along the limits of land disturbance, rather than tear the roots.

1301.11.3.2 Soil compaction: Where compaction might occur due to traffic or materials storage, the tree protection area shall first be mulched with a minimum 4 inch layer of processed pine bark or wood chips, or a 6 inch layer of pine straw.

1301.11.4 Utility installation: The installation of utilities through a tree protection area shall occur in a manner least detrimental to the existing protected trees. If roots must be cut, proper root pruning procedures shall be employed as required in ANSI A300 standards.

1301.11.5 Grade Changes: Protection from the potential damaging effects of grade changes shall be addressed. A decrease in grade shall be accompanied with the use of retaining walls or through terracing. An increase in grade shall be accommodated by use of tree wells or equivalent tree protection measures.

1301.11.6 Irreparable damage: Where the Zoning Administrator has determined that irreparable damage has occurred to trees within a tree protection area, removal or replacement of the trees shall be required. In addition, penalties as outlined in Section 1305 may be imposed.

~~1301.13 .~~ **~~Reclamation of Growing Site~~**~~. The following methods of site reclamation may be utilized:~~

~~1301.13.1 Bringing the soil back to its natural grade by removal of any unnecessary fill, erosion, sedimentation, concrete washout, and construction debris.~~

~~1301.13.2 The aeration of compacted soils within the protected tree area as described in Section 1304.2.2.~~

~~1301.13.3 Improvement of soil with mineral supplementation.~~

~~1301.13.4 The spreading of mulch material, such as pine bark or wood chips spread a minimum of four (4") inches deep, within the protected tree area as described in Section 1304.4.2.~~

1301.12 **Tree Replacement.** Tree replacement, including a written plan, is required for non-single family uses including commercial, industrial, non-profit, public, and multi-family. Single family lots whether occupied or unoccupied do not require tree replacement unless otherwise addressed in this Article. Protected trees removed without a permit will require compliance with Section 1301.9 Mitigation Policy.

1301.12.1 **Tree Replacement Calculations**.

1301.12.1.1 If the existing, undeveloped site contains less than 1 tree per 1,000 SF of land, then the post development tree to open space ratio shall be equal to the pre-development tree to lot area ratio. If the existing, undeveloped site contains 1 tree per 1,000 SF of land or greater, then the post development tree to open space ratio shall be equal to 1 tree per 1,000 SF of open space.

1301.12.1.2 If one or more Grand trees ~~Protected trees of 30" DBH or greater~~ are removed from a site, then the post development

tree to open space ratio must be two times the pre-development tree to lot area ratio not to exceed 1 tree per 1,000 SF of open space.

1301.12.1.3 In no case shall tree replacement be required to exceed the 1 tree per 1,000 SF of open space ratio.

1301.12.1.4 For purposes of this ordinance, open space shall be defined as the total lot area minus any wetlands, stormwater detention area, parking areas and building pads.

1301.12.1.5 The plan shall take into consideration the general landscape characteristics of the site, defined by the density of plant material in the immediate and surrounding areas, and any distinctive grouping of trees or other landscaping features. It shall contain a strategy for retaining those characteristics.

1301.12.1.6 If the existing, undeveloped site contains less than 1 tree per 1,000 SF of land, then the post development tree to open space ratio shall be equal to the pre-development tree to lot area ratio. If the existing, undeveloped site contains 1 tree per 1,000 SF.

1301.12.2 **Planting Requirements**. The applicant, while planting trees, shall consider the following:

1301.12.2.1 The spacing of replacement trees shall take into consideration the eventual size at maturity of selected species;

1301.12.2.2 Species selected for replacement shall be quality specimens 50% of which must be selected from the protected tree list found in the Rural Overlay Zone regardless of which overlay the subject property is located, ~~in accordance with the standards for selection of quality replacement stock and for transplanting.~~ The remaining 50% of replacement trees must be of a species approved by the Zoning Administer or Planning Director or their designee.

1301.12.2.3 All replacement trees shall be at least three inches caliper in size..

1301.12.2.4 Protected tree and stands of trees shall be replaced by species with potential for comparable size and growth; and

1301.12.2.5 Species replacement shall be subject to the approval of the Zoning Administrator, Planning Director or their designee.

1301.13. **Subdivisions.** Tree removal permits for future individual parcels in minor or major subdivisions will not be issued at the beginning stage of a subdivision. TREE REMOVAL PERMITS MUST BE APPLIED FOR WHEN A BUILDING PERMIT IS SOUGHT FOR A PARTICULAR PARCEL, NOT AT THE BEGINNING STAGE OF A RESIDENTIAL SUBDIVISION.

1301.14. **Industrial Property.** Industrially zoned or utilized properties shall not remove or harm any Grand tree without a tree removal permit from Georgetown County. Staff may issue a tree removal permit if the subject tree meets the factors outlined in Section 1302.2 of this Article or the footprint of the plant, street, storage, utility infrastructure or parking areas cannot be feasibly or safely constructed without the tree removal as determined by the Planning Director. Protected trees on industrially utilized property are exempt from this Article. Trees that serve as part of required buffers on industrial properties are not exempt.

1301.15 **Frontage**. For all parcels referenced which contain 100 feet of frontage or more on Highway 17 Bypass, Highway 17 Business, Highway 701, Highway 707 or Highway 521; where replacement trees are ~~being~~ required at least one of the required replacement trees must be planted for every 100 feet of highway frontage within twenty (20) feet of the front property line. Existing protected trees within twenty (20) feet of the front property line may count toward this requirement. Replacement trees shall not be planted as to eventually interfere with overhead utility lines. Parcels that contain overhead utilities along the front may locate the required replacement trees further back than twenty (20) feet if necessary in order to provide safe clearance from utility lines.

1302. **RURAL AREA TREE OVERLAY REGULATIONS.** The rural area is defined as all of Georgetown County not located on the Waccamaw Neck which is between the Horry County boundary, the Waccamaw River and the ocean. The following trees are protected in the rural overlay zone.

Live Oaks, Laurel Oaks	10”
All hickories, except Pecan and Pignut	10”
Red maple	10”
Bald Cypress	8”
Pond Cypress	8”
American Beech	10”
Southern Magnolia	10’

Yellow Poplar	10”
American Elm	10”
River birch	10”

1302.1 Occupied Single Family Residential Requirements. All occupied single family parcels as defined in Article III of this ordinance are exempt from both tree protection and tree replacement provisions found in this Article.

1302.2 Unoccupied Single Family Residential and Non-single family Requirements. Such lots or developments shall meet the general tree protection provisions found in Section 1301 of this ordinance. No protected tree (including Grand trees) shall be removed unless one or more of the following is determined. This section does not apply to residential tracts of land proposed for subdivision and prior to the installation of infrastructure. See Section 1301.7 Platting of Subdivisions for these requirements. See Section 1301.16 for regulations specific to industrial uses.

1302.2.1 The tree is dead or diseased.

1302.2.2 The tree is in such an advanced stage of decay it threatens life and/or property.

1302.2.3 The trunk of the tree is leaning over or towards a structure such that it threatens the structure if it fell.

1302.2.4 The trunk of the subject tree is within eight (8) feet of a habitable or accessory structure.

1302.2.5 The tree clearly blocks visibility from a vehicle leaving the premises.

1302.2.6 The development of agricultural fields, pastures or animal enclosures for farming.

1302.2.7 The protected tree is in the footprint of the planned habitable building pad. The county cannot require the planned habitable building to be decreased in size but can require the building pad to be shifted. This same provision applies to farming structures.

1302.2.8 The protected tree is in the only feasible and safe location for a needed driveway.

1302.2.9 This is not an exhaustive list.

1302.2.10 The following are not reasons to approve the cutting of the trees referenced in this section. This is not an exhaustive list.

1302.10.1 The tree is dropping leaves or debris that has to be removed.

1302.10.2 A swimming pool will be too close to such tree. This swimming pool provision relates to Grand trees, not protected trees.

1302.10.3 A tree is too close to a driveway.

1302.3 **Prohibited Activities.** See Section 1301.3 of this Article.

1303. URBAN AREA (WACCAMAW NECK) TREE OVERLAY REGULATIONS.

1303.1 **Protected Trees.** All trees of at least ten (10) inches DBH, except for Palmetto, Bradford Pear, Pecan Trees, Pine Trees, Crepe Myrtles and Wax Myrtles are protected in this overlay.

1303.2 **Occupied Single Family Residential Requirements.** All occupied single family parcels as defined in Article III of this ordinance are exempt from both tree protection and tree replacement found in Section 1301 of this Article, except that no person shall cut or cause to be cut a Grand Tree without an approved tree removal permit from the County. Additionally, Section 1301.3.2, Removal of Waterway Trees shall be enforced.

1303.3 **Unoccupied Single Family Residential Requirements.** Protected trees as identified in Section 1303.1 shall not be removed without approval from the Zoning Administrator. The provisions found in Sections 1301 and 1302.2 of this ordinance shall apply. Removal of protected trees is not permitted until a building permit is issued for the site.

1303.4 **Non-Single Family Requirements.** The following sections apply to non-single family parcels only. The term non-single family includes commercial uses as well as churches, public facilities and multi-family developments. This section does not apply to residential tracts of land proposed for subdivision and prior to the installation of infrastructure. See Section 1301.7 Platting of Subdivisions for these requirements. See Section 1301.16 for regulations specific to industrial uses.

1303.4.1 **Protected Trees.** Within the entire property, no protected, Legacy, replacement, or Grand tree shall be removed or cut unless the Zoning Administrator or Planning Director determines in writing by issuance of a permit that:

1303.4.1.1 The tree is hazardous, diseased or infectious.

1303.4.1.2 The removal of the tree is necessary to maintain the appearance, health or vigor of the remaining trees.

1303.4.1.3 No practical alternatives for the reasonable use of the property exist.

1303.4.1.4 The trunk is leaning over a principal structure or its roots are causing damage to the structure's foundation.

1303.4.1.5 In making a determination regarding reasonable use, the Zoning Administrator or Planning Director shall not require that any proposed building be reduced in size.

1303.4.1.6 This is not an exhaustive list.

1303.5 **Prohibited Activities.** See Section 1301.3 of this Article.

1303.6 **Tree Replacement**. See Section 1301.14 of this Article.

1304 **EXCEPTIONS TO ARTICLE XIII.** Exceptions to this Article are listed below.

1304.1 **Unhealthy Trees**. If any protected trees, including Grand Trees, are determined by the Zoning Administrator to be diseased, injured or located in a manner that endangers the public health, safety or welfare, the Zoning Administrator or Planning Director may authorize immediate removal. If a party requests the removal of a protected tree and claims it is diseased or unhealthy and the Zoning Administrator or Planning Director disagrees, the applicant may elect to solicit guidance from a tree professional. The applicant must pay any cost charged by the tree professional to provide the County with needed information.

1304.2 **Natural Disaster**. Immediately after the event of a natural disaster such as a tornado, hurricane, storm, flood, or ice storm which results in catastrophic loss or damage to trees, lost or damaged trees may be removed without a permit. Replacement trees shall not be required. The County Administrator shall determine catastrophic loss or damage. Occupied or unoccupied commercial properties shall replace protected trees destroyed or removed as required in Section 1301.l4, of this ordinance within two years of the event.

1304.3 **Utilities.** The ability of public utilities and electric suppliers to maintain safe clearances around existing utility lines shall not be affected by this ordinance. Tree-cutting not associated with the safety or proper operation of the utility falls under the provision of this ordinance. Trees may be removed from existing ditches or stormwater infrastructure if they are impeding adequate operation of the system. Trees located along drainage swales may not be removed unless an engineer provides clear evidence that the stormwater system is measurably impacted by the tree. If the subject tree and swale are located in a County easement or are a part of a County approved stormwater system, this determination shall be made by the County Public Works Director who shall consult the Planning Director.

1304.4 **Golf courses.** The removal or pruning of protected trees for the development and maintenance of golf courses excluding sites for clubhouses, sheds and other amenities shall not be affected by this ordinance.

1304.5 **Rights-of-way, easements and public utilities.** Public road rights-of-way except those relating to subdivisions referred to in Section 1301.7, easements for utilities and drainage, wells, lift stations and water storage tanks shall be exempt from this ordinance.

1304.6 **Farming.** All farming operations including tree farms for pulpwood, lumber, horticultural use and other tree products. This exception does not apply if the owner of a tract rezones the property to allow for farming activities and then converts said tract for residential, commercial or industrial development within a five year time period measured from the date of the rezoning. In this case, the property owner will be required to replant trees on the site based on the mitigation policy provided in Section 1301.9 of this ordinance.

1304.7 **Commercial Timbering Operations**. Legitimate commercial timber harvesting operations that follow industry best management practices as established by the South Carolina Forestry Commission are exempt from the provisions of this ordinance. Incidental deviation from a best management practice shall not result in the imposition of this ordinance on the commercial timber harvesting operation.

1304.8 **Shooting ranges.** Trees located on County-permitted or grandfathered commercial outdoor shooting ranges that are located between the shooting stations and the targets are exempt from this ordinance.

1305. ENFORCEMENT AND REMEDIES. Any person or entity who violates any provision of this Article shall have committed a misdemeanor. The Zoning Administrator or the Planning Director shall institute appropriate legal action.

1305.1 Fines. Tree Removal or topping in a manner not consistent with this ordinance or any standards referred to in this ordinance - $500 per violation for each tree**.** In the event a violator refuses to pay a fine, a summons will be issued to appear before the Magistrate for prosecution.

1305.2 General Penalty. In addition to the above fines, violators shall be subject to all of the provisions established in Sec. 1-6. General Penalty; continuing violations, of the County Code of Ordinances. Issuance of a fine or penalty does not relieve any party of complying with the mitigation requirements set forth in this article. All monies collected as a result of the enforcement of this article will be placed in the Tree Fund and used by the County for the purpose of planting trees and installing landscaping in public areas.

1305.3. Withholding Approvals. The removal of any protected tree in violation of this article shall constitute grounds for withholding new building permits or certificates of occupancy directly related to said tree removal until the violation has been corrected, including the payment of all fines and the planting of all trees required as mitigation. In the event replacement trees cannot be planted immediately due to the season, the County

may accept a financial guarantee in the amount of the installed costs plus twenty five (25) percent.

1305.4 Stop Work Orders. If a project is underway when a tree ordinance violation occurs, the Zoning Administrator or the Planning Director may elect to issue a stop work order either for a phase of the project or the entire project.

1305.5 Appeals. In the event an affected party disagrees with the Zoning Administrator or Planning Director on the interpretation of any provision in this Article, or seeks a variance to the requirements of the Article an appeal may be submitted to the Zoning Board of Appeals.

BE IT FURTHER ORDAINED, THAT ARTICLE XIX, SECTION 1900 ESTABLISHMENT OF OVERLAY ZONES, BE AMENDED TO READ AS FOLLOWS:

1900. Establishment of Overlay Zones. For the purpose of this Ordinance, portions of Georgetown County, as specified on the Official Zoning Map of Georgetown County, are hereby divided into the following Overlay Zones:

Commercial Corridor Overlay Zone	CCO
Airport Safety Overlay Zone	ASO
Highway 701 Corridor Overlay Zone	H701
Marshwalk Overlay Zone	MOZ
Rural Area Tree Overlay Zone	RAT
Urban Area Tree Overlay Zone	UAT

BE IT FURTHER ORDAINED, THAT ARTICLE XX, REQUIREMENTS BY OVERLAY ZONE BE AMENDED BY ADDING SECTION 2002. RURAL AREA TREE OVERLAY ZONE AND SECTION 2003. URBAN AREA TREE OVERLAY ZONE TO READ AS FOLLOWS:

2003 Rural Area Tree Overlay Zone. See Article XIII, Tree Regulations, Section 1302 for regulations specific to this overlay zone.

2004 Urban Area Tree Overlay Zone. See Article XIII, Tree Regulations, Section 1303 for regulations specific to this overlay zone.

BE IT FURTHER ORDAINED, THAT APPENDIX A, BE AMENDED BY DELETING THE FOLLOWING TABLE FOR PROTECTED TREES:

~~**PROTECTED TREES** *(Amended Ord. 2010-24)*~~

~~Common Name~~	~~Min. Diameter~~
~~All Oaks, except Turkey and Blackjack~~	~~8”~~
~~All Hickories, except Pecan and Pignut~~	~~8”~~
~~Red Maple~~	~~8”~~
~~Yellow-poplar~~	~~8”~~
~~Baldcypress~~	~~8”~~
~~Pond Cypress~~	~~8”~~
~~American Beech~~	~~8”~~
~~Southern Magnolia~~	~~8”~~
~~American Elm~~	~~8”~~
~~River Birch~~	~~8”~~
~~Longleaf Pine *~~	~~12”~~

~~*See Section 1303.5~~

BE IT FURTHER ORDAINED, THAT APPENDIX A, BE AMENDED BY ADDING THE FOLLOWING ILLUSTRATION FOR A TREE WELL:

Source: National Institute of Home Building

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

_____ (SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-20, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number:	11.b
Meeting Date:	9/11/2018
Item Type:	SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:
Ordinance No. 2018-23 - An amendment to the Waccamaw Medical Park Planned Development to allow for additional signage.

CURRENT STATUS:
The Waccamaw Medical Center Planned Development is located on the west side of Highway 17 Bypass in Murrells Inlet starting at its intersection with Bandage Court and going north to Macklen Avenue. Signage was approved in 2005 along with the initial PD approval.

POINTS TO CONSIDER:

1. The Waccamaw Medical Center PD was approved in 2005 as a medical complex with multiple buildings and tenants. At that time, three free-standing monument signs were approved, three building ID signs, three building wall directory signs and three free-standing directional signs for a total of 12 signs.

2. The site currently contains two free standing main ID signs. These signs have already been reviewed, permitted and refaced with the new hospital logo and site information. Together these signs total approximately 438 square feet of signage.

3. The two buildings in this development have historically housed individual tenants or doctors who leased space from the hospital. Building wall directory signs were needed to guide patients to the appropriate office. The buildings have since been reconfigured to house several functions of the hospital system including oncology, imaging services and radiation therapy. New directory and wall signs are needed to send patients to the correct areas of the parking lot and to the correct areas of the development.

4. The new proposal is for a total of 13 new signs – eight wall signs and five new directional signs. All existing signs (other than the two existing main ID signs) will be removed. The applicant proposes adding the following:

   a. Four wall signs, each 20” X 8’or 26.7 square feet to be located at the front of the building at the southern end of the development. The signs will be made of an aluminum face with routed letters and internally illuminated.

   b. Two wall signs, each 20” X 15’6” or 25.85 square feet to be located on the southern end of the long narrow building. The signs will be aluminum with routed letters and will be internally illuminated.

   c. Two wall signs, each 20” X 15’6” or 25.85 square feet to be located on the northern end of the long narrow building. The signs will be aluminum with routed letters and will be internally illuminated. The buildings form an “L” shape so the two signs are intended to be able to be viewed from multiple areas of the parking lot.

d. Three two-sided directional signs each 4'X3' to be located at multiple points along Highway 17 Bypass to direct parking lot traffic. The signs are aluminum and non-illuminated.

e. Two two-sided directional signs each 4'X3'. One sign will be located at the entrance off Bandage Court and the other will be located at the rear of the property to direct parking lot traffic in that area.

5. The new signs represent a total of approximately 166 square feet of signage. Adding in the existing main id signs of 438 square feet gives a new total of 604 square feet of signage for the development and a new total of 15 signs.

6. Staff recommended approval of the request subject to the following conditions:
   a. Sign permits must be issued prior to installation.
   b. All free-standing or directional signs to be located at least 10 feet from the right-of-way.

7. The Planning Commission held a public hearing on this issue at their July 19th meeting. No one but the applicant came forward to speak. The Commission voted 6 to 0 to recommend approval for the amendment.

FINANCIAL IMPACT:
Not applicable

OPTIONS:
1. Approve as recommended by PC
2. Deny request
3. Approve an amended request
4. Defer for further information
5. Remand to PC for further study

STAFF RECOMMENDATIONS:
Approve as recommended by PC

ATTORNEY REVIEW:
Yes

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-23 - An amendment to the Waccamaw Medical Park PD to allow for additional signage	Ordinance
🗋	Waccamaw Medical Park attachments	Backup Material

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2018-23**
COUNTY OF GEORGETOWN)

AN ORDINANCE TO AMEND THE WACCAMAW MEDICAL PARK PLANNED DEVELOPMENT TO ALLOW FOR ADDITIONAL SIGNAGE

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE WACCAMAW MEDICAL PARK PLANNED DEVELOPMENT BE AMENDED TO REFLECT THE FOLLOWING ADDITIONAL SIGNAGE FURTHER DEPICTED ON THE ATTACHED DRAWINGS SUBMITTED BY TYSON SIGN COMPANY :

- Four wall signs, each 20" X 8'or 26.7 square feet to be located at the front of the building at the southern end of the development. The signs will be made of an aluminum face with routed letters and internally illuminated.

- Two wall signs, each 20" X 15'6" or 25.85 square feet to be located on the southern end of the long narrow building. The signs will be aluminum with routed letters and will be internally illuminated.

- Two wall signs, each 20" X 15'6" or 25.85 square feet to be located on the northern end of the long narrow building. The signs will be aluminum with routed letters and will be internally illuminated.

- Three two-sided directional signs each 4'X3' to be located at multiple points along Highway 17 Bypass to direct parking lot traffic. The signs are aluminum and non-illuminated.

- Two two-sided directional signs each 4'X3'. One sign will be located at the entrance off Bandage Court and the other will be located at the rear of the property to direct parking lot traffic in that area.

DONE, RATIFIED AND ADOPTED THIS 25th DAY OF SEPTEMBER, 2018.

_____ (SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-23 has been reviewed by me and is hereby approved as to form and legality.

_____

Wesley P. Bryant
Georgetown County Attorney

First Reading: August 28, 2018

Second Reading: September 11, 2018

Third Reading: September 25, 2018

AMPD-6-18-20874

129 Screven St. Suite 222
Post Office Drawer 421270
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

Please note this approval applies to this particular property only.

Name of Planned Development: Waccamaw Medical Center PUD

Regulation to which you are requesting an amendment *(check applicable):*

- ( ) **Setback – Complete SECTION B: SETBACK AMENDMENT**
- (X) **Signage – Complete SECTION C: SIGNAGE AMENDMENT**
- ( ) **Site Plan – Complete SECTION D: SITE PLAN AMENDMENT**
- ( ) **Other:**_____

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: 41-0108-015-00-00/41-0108-017-00-00/41-0108-019-00-00
(Include all affected parcels)

Street Address: 4033/4051/4071 Hwy 17 Bypass

City / State / Zip Code: Murrells Inlet/SC/29576

Lot / Block / Number: _____

Existing Use: Medical Offices

Proposed Use: Medical Offices (No Change)

Commercial Acreage: 5.0 Acres Residential Acreage: _____

Property Owner of Record:

Name: Georgetown Memorial Hospital

Address: PO Box 421718

City/ State/ Zip Code: Georgetown/SC/29442-1718

Telephone/Fax: 8435277100

E-Mail: astevens@tidelandshealth.org

Signature of Owner / Date: 5.3.18

Contact Information:

Name: Amy Stevens

Address: 4033 Highway 17 Bypass, Suite 104, Murrells Inlet, SC 29576

Phone / E-Mail: 843.652.8222; astevens@tidelandshealth.org

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property.

Agent of Owner:

Name: Debbie Jenkins/Tyson Sign Company

Address: PO Box 50580

City / State / Zip Code: Myrtle Beach/SC/29579

Telephone/Fax: 843.448.5168/843.448.0535

E-Mail: djenkins@tysonsign.com

Signature of Agent/ Date:

Signature of Owner /Date: 5.3.18

Fee Schedule: $250.00 plus $10.00 per Residential acre or $25.00 per Commercial acre.
Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**

2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign will to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. _____

  _____

- Do these conditions exists on other properties else where in the PD?

  _____

- Amending this portion of the text will not cause undue hardship on adjacent property owners. _____

Submittal requirements: 12 copies of 11 x 17 plans

- A scaled site plan indicating the existing conditions and proposed additions.
- Elevations of the proposal (if applicable).
- Letter of approval from homeowners association (if applicable).

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: Patient way finding for Cancer Center and other Clinical services

Number of signs existing currently on site 2

Square footage of existing sign(s) 15'-10"H x 10'-0"W/20'-0"H x 14'-0"W

Number of Proposed signs: See attached drawings with dimensions & plot plan

Square footage of the proposed sign(s) See attached drawings with dimensions & plot plan

Submittal requirements:

- Proposed text for signage requirements.
- 12 copies (11 x 17) of proposed sign image.
- Site plan indicating placement of the proposed sign(s).
- Elevations.
- Letter from POA or HOA (if applicable)

SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: _____

_____

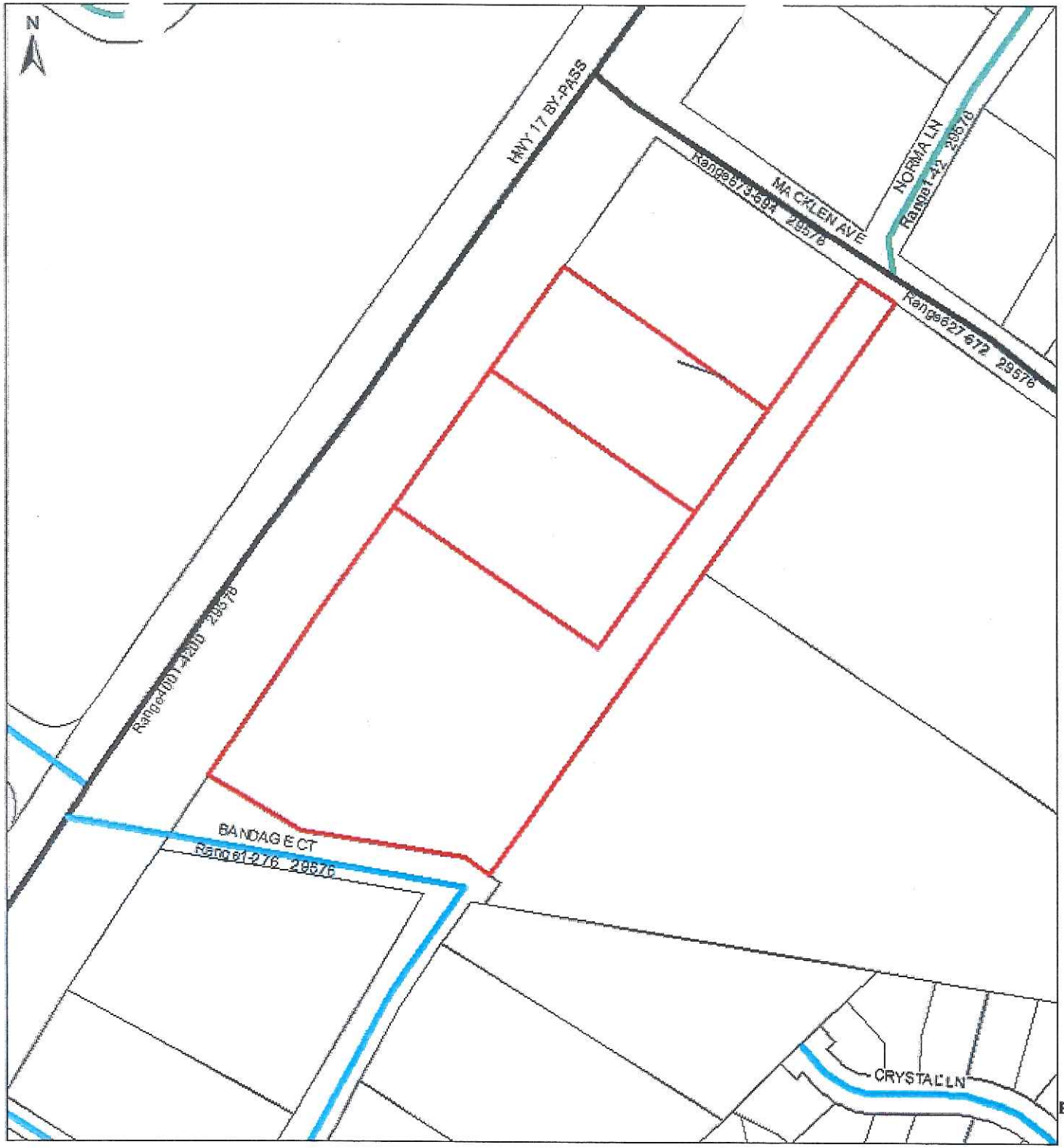
_____

Reason for amendment request:_____

_____

Submittal requirements:

- 12 copies of existing site plan.
- 12 copies of proposed site plan.
- Revised calculations (*calculations may include density, parking requirements, open space, pervious/impervious ratio, etc.*).



Waccamaw Medical . .k
Property Locationl
AMPD6-18-20874

Legend

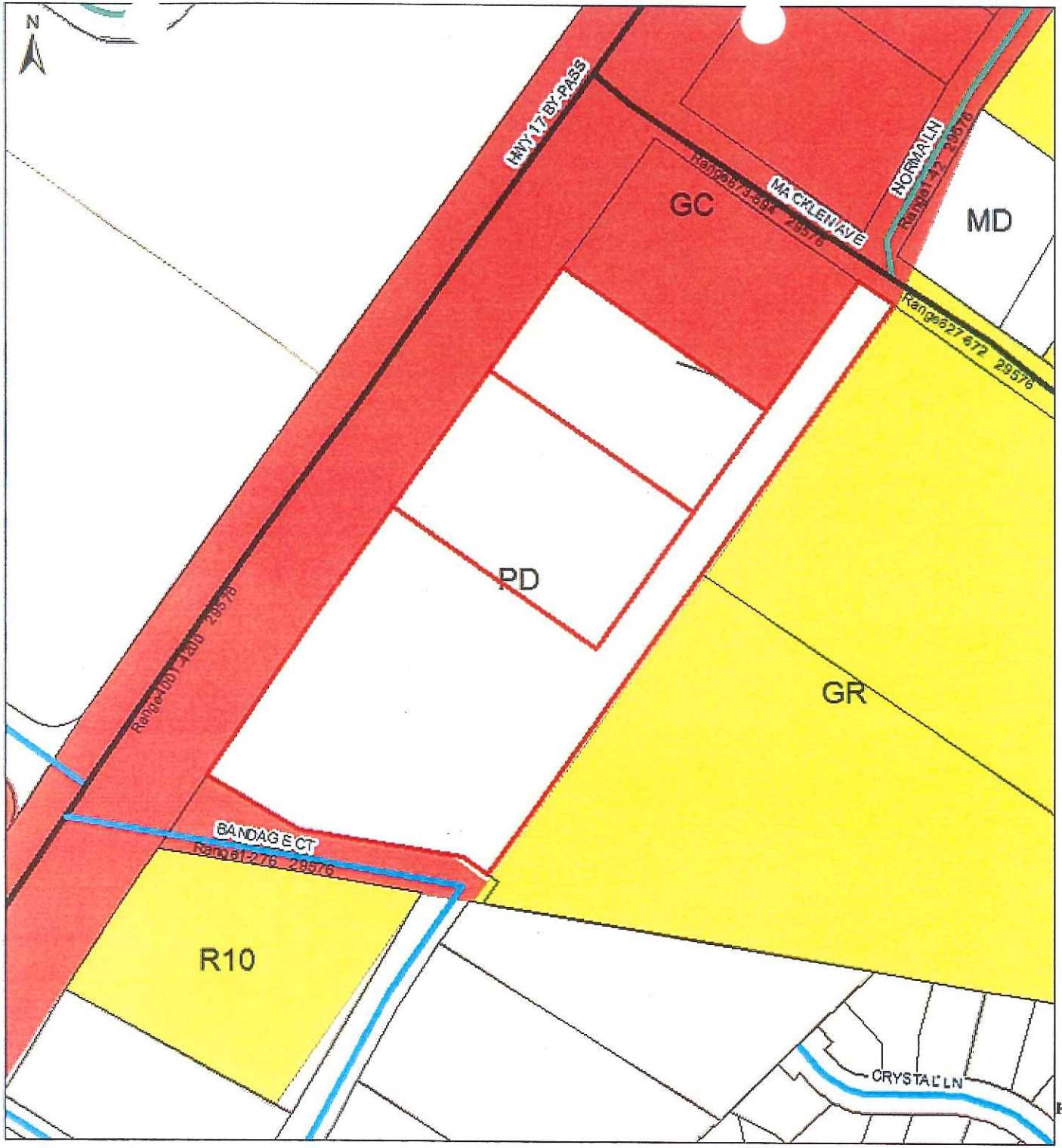
Streets

<all other values>

MaintainedBy

- County
- Private
- State
- Waccamaw Medical Park
- Lot Lines
- Railroads
- Landmarks
- Municipalities

0 55 110 220 330 440
Feet



Waccamaw Medical Park Property Zoning AMPD6-18-20874

Legend

Streets

Maintained By

- County
- Private
- State
- Waccamaw Medical Park
- Lot Lines
- Railroads
- Landmarks

Zoning

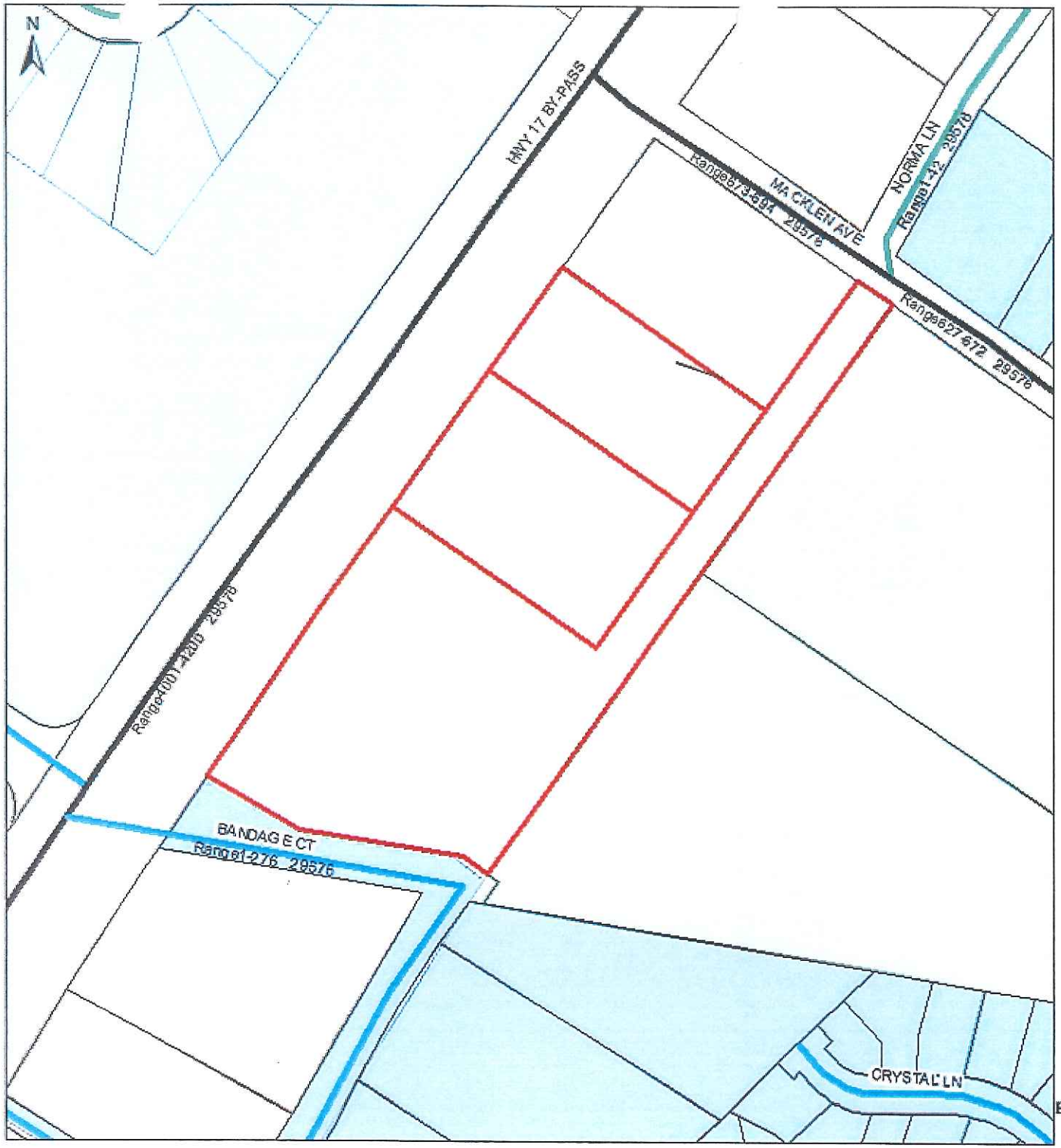
DISTRICT

- CITY OF GEORGETOWN
- CP
- RA
- RA/C
- RA/R
- GC
- GR
- GRR
- HI
- LI
- MHP
- MR/C
- NC
- OS
- PA
- PD
- R1
- R1/AC
- R10
- R10/AC
- R2
- R2/MAC
- R3
- R4
- RC
- RG
- RR
- RS
- RWC
- WH

Municipalities

0 55 110 220 330 440 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Waccamaw Medical Park Property FLU AMPD6-18-20874

Legend

Streets

<all other values>

MaintainedBy

- County
- Private
- State
- Waccamaw Medical Park
- Lot Lines
- Railroads
- Landmarks

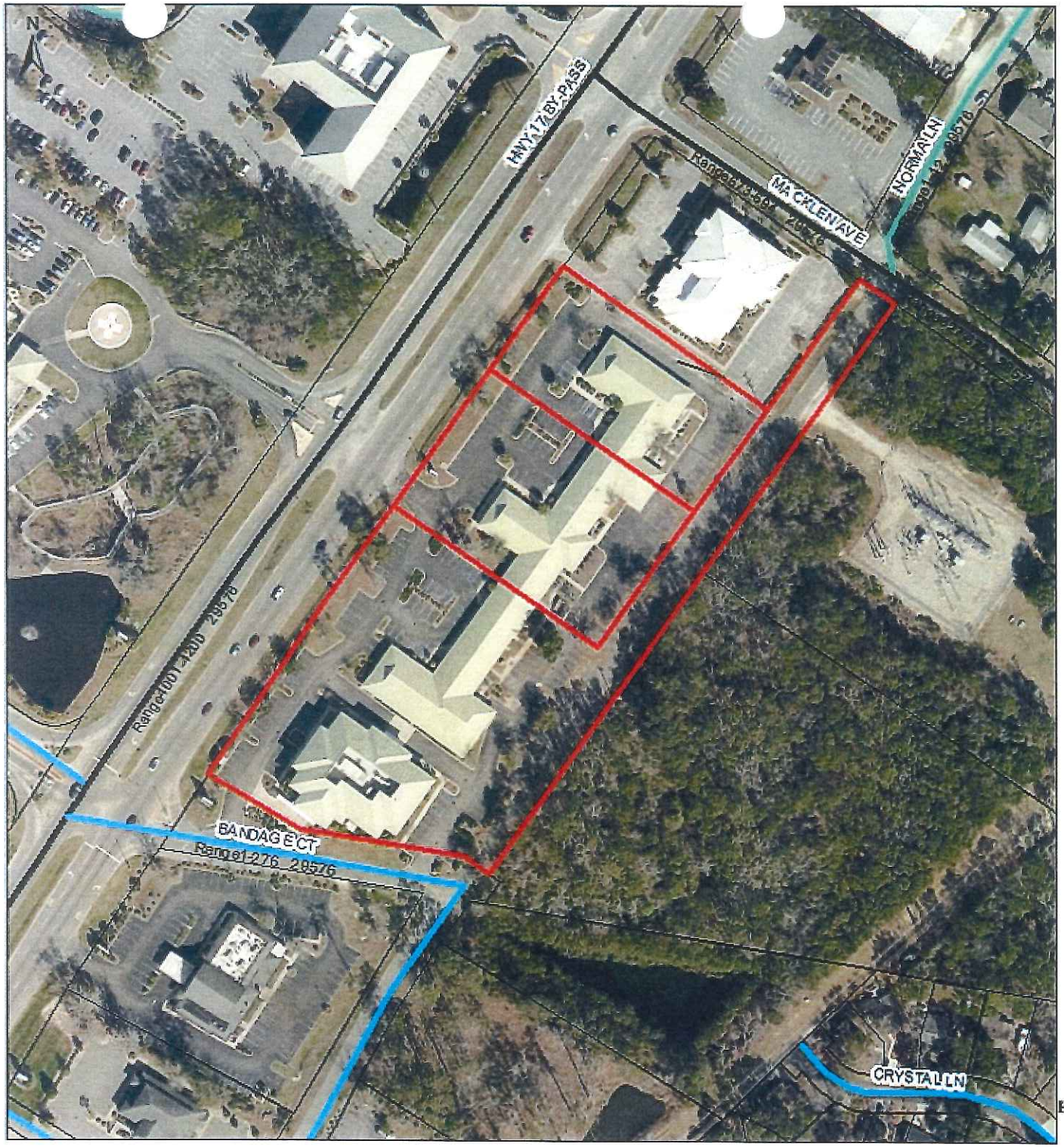
Future Landuse

FUTURE_LAN

- CITY OF GEORGETOWN
- COMMERCIAL
- CONSERVATION PRESERVATION
- EASEMENT
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- POND
- PRIVATE RECREATIONAL
- PUBLIC RECREATIONAL
- PUBLIC/SEMI-PUBLIC
- TOWN OF ANDREWS
- TOWN OF PI
- TRANSITIONAL

Municipalities

0 55 110 220 330 440 Feet



Waccamaw Medical . .k
Property Aerial
AMPD6-18-20874

Legend

Streets

<all other values>

MaintainedBy

- County
- Private
- State
- Waccamaw Medical Park
- Lot Lines
- Railroads
- Landmarks

sde.SDE.Imagery2017Med

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Municipalities

0 55 110 220 330 440
Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

NOTICE OF PUBLIC HEARING

A request from Debbie Jenkins, Tyson Sign Company as agent for Amy Stevens, Tidelands Health to amend the Waccamaw Medical Park Planned Development to allow for additional signage for the Cancer Center and other Clinical Services. The property is located at 4033, 4051 and 4071 Hwy 17 Bypass in Murrells Inlet. TMS# 04-0108-015-00-00, 41-0108-017-00-00 and 41-0108-019-00-00. Case Number AMPD 6-18-20874.

The Planning Commission will be reviewing this request on **Thursday, July 19, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

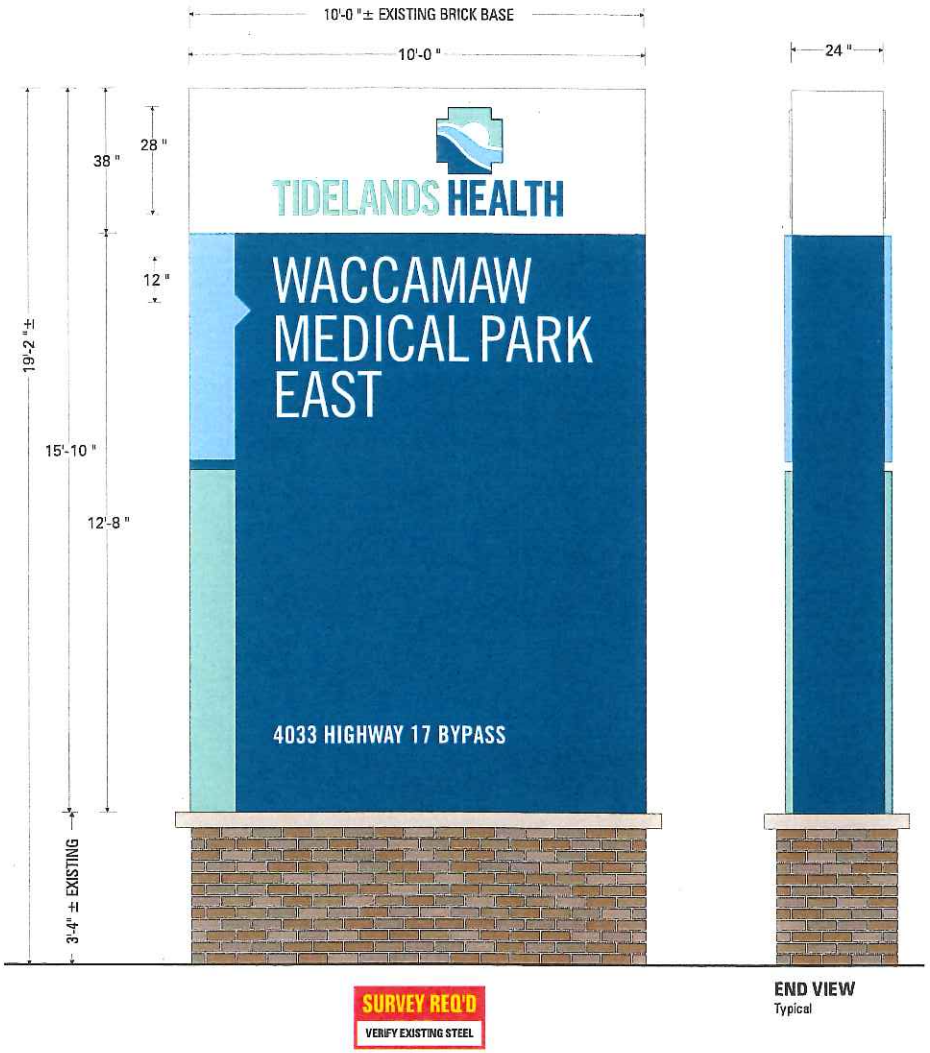
PO Box 421270

Georgetown, South Carolina 29440

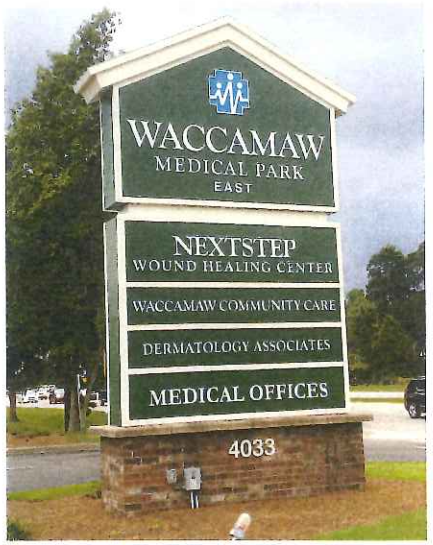
Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org



END VIEW
Typical



EXISTING SIGN
For Reference Only – NTS

PRODUCTION NOTES

MAIN CABINET:
FRAME: 2" galv. angle + 2" sq. alum. tube
FILLER: .080 (sides) + .063 (top/bottom)
FACES / WHITE: .125 alum. with routed TH logo/copy
+ push-thru 1" thick clear acrylic
+ trans. vinyl (1st surface)
+ white diffuser (2nd surface)
FACES / BLUE: .125 alum. with routed main copy
+ 3/16" white #7328 acrylic backing
+ surface vinyl street address (non-illum.)
NOTE: paint-only color separation between blue / white on cabinet
ILLUM: internal LED lamp illumination (as req'd)
TEAL/BLUE MARK: 2" sq. alum. tube frame + .125 filler (non-illum.)

ELECTRICAL:
CIRCUIT(s): (1) 115V 20A
LAMPS (LED): (10) F96 – GE LED Linefit
POWER SUPPLY: (5) GEPS24-100 96W

INSTALLATION:
– Remove existing sign and numerals from base (junk); existing steel and brick base to be reused
– Install new sign on existing steel and brick base as shown

COLORS
COLORS SHOWN ARE REPRESENTATIVE ONLY

- *White (paint / 3M vinyl / #7328 acrylic / trim cap)*
- *Teal Blue PMS #570 (paint to match / 3M Turquoise 3630-236 vinyl)*
- *Medium Blue PMS #542 (paint to match / 3M Evening Blue 3630-317)*
- *Dark Blue PMS #541 (paint to match / 3M Blue 3630-36)*

New D/F Illum. Primary ID Sign (Existing Steel & Masonry)

Existing Sign

TIDELANDS HEALTH
Murrells Inlet, SC

DATE: 18-Feb-15
CUSTOMER: Tidelands Health
PROJECT: Waccamaw Medical Park - East
LOCATION: 4033 Hwy 17 Bypass
DESCRIPTION: Primary ID Sign
SALES: D. Jenkins
DESIGNER: M. Donellan
SCALE: 3/8" = 1' - 0"
DRAWING: 54201-a1

REVISIONS

REV	DATE	BY	NOTE

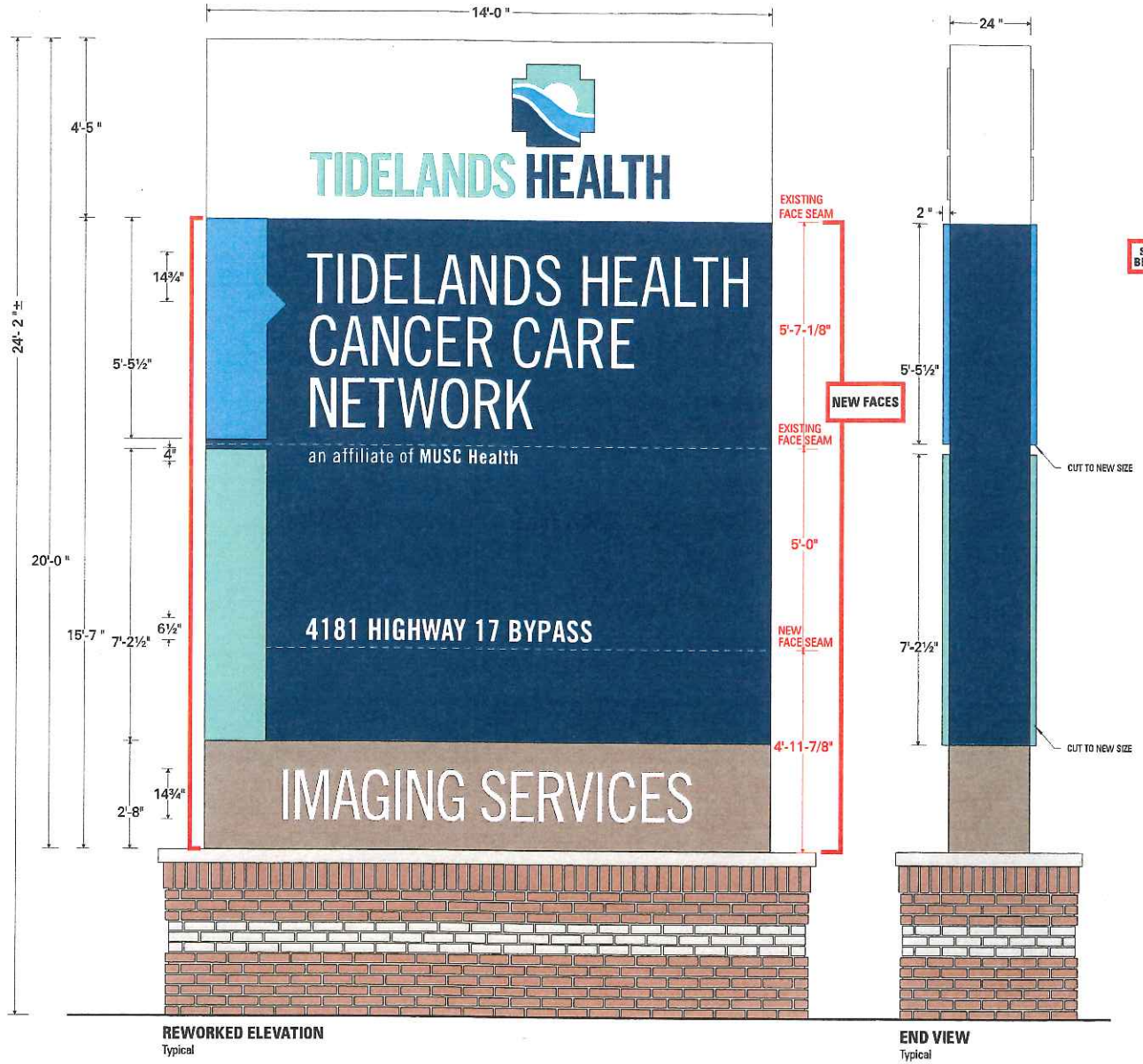
TYSON SIGN COMPANY
1-843-448-5168
Fax: 843-448-0535

UL LISTED ELECTRIC SIGN MUST BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NEC (NATIONAL ELECTRIC CODE)

WORK AUTHORIZATION

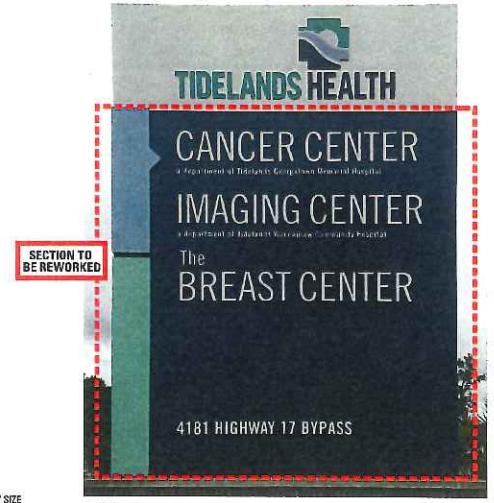
JOB: 91836
TH - WMP EAST
DATE: 28-FEB-15
FILE: 91836_54201-a1

REV	DATE	BY	NOTE



REWORKED ELEVATION
Typical

END VIEW
Typical



EXISTING SIGN
For Reference Only – NTS

PRODUCTION NOTES

REWORK EXISTING D/F SIGN:
- *Bring sign back to TSC shop for rework*
- *Remove teal/blue mark pieces and keep (to be re-installed)*
- *Remove existing blue aluminum face sections as required (dispose)*
- *Cut down Teal and Blue mark pieces to accommodate new warm gray tenant section at bottom as shown*
- *Add new internal bracing for new face seam*
- *Add new LED lamps for new warm gray tenant section*

NEW FACE(s):
- *Manufacture and install new .125 alum. faces (Versa-Lok) with routed "TIDELANDS HEALTH CANCER CARE NETWORK" copy, "IMAGING SERVICES" copy, with 3/16" white #7328 acrylic backing*
- *Paint reworked cabinet sections blue (Note: paint-only color separation between blue / white on cabinet)*
- *Paint new bottom tenant section as shown (Note: paint-only color separation between blue / warm gray on cabinet)*
- *Surface apply vinyl "an affiliate of MUSC Health", and "4181 HIGHWAY 17 BYPASS" to new sign face(s) as shown, (non-illum.)*
- *Re-install teal/blue mark pieces, same as before*

INSTALLATION:
- *Re-install sign back on existing steel, same as before*

ELECTRICAL:
New (IMAGING SERVICES FACE):
LAMPS (LED): (10) GE LED Linefit F24 + PS: (2) GE 96W
Existing (for ref. only):
CIRCUIT(s): (1) 115V 20A
LAMPS (LED): (2) GE F72 – (4) GE F84 – (2) GE F96 – GE LED Linefit
POWER SUPPLY: (4) GEPS24-100 96W

COLORS
COLORS SHOWN ARE REPRESENTATIVE ONLY

- *White (paint / 3M vinyl / #7328 acrylic)*
- *Dark Blue PMS #541 (paint to match)*
- *Teal Blue PMS #570 (paint to match) – for reference only*
- *Medium Blue PMS #542 (paint to match) – for reference only*
- *PMS Warm Gray #7 (paint to match)*

Rework Existing D/F Illum. Primary ID Sign

Existing Sign

LOCATION #18

TIDELANDS HEALTH
Murrells Inlet, SC

DATE: 07-Dec-17
CUSTOMER: Tidelands Health
PROJECT: Tidelands Health Cancer Center
LOCATION: 4181 Hwy 17 Bypass
DESCRIPTION: Rework Primary ID
SALES: D. Jenkins
DESIGNER: L. Hurley
SCALE: 3/8" = 1' - 0"
DRAWING: 57281-a1-R3

REVISIONS

REV	DATE	BY	NOTE
R1	21-Mar-18	LH	copy chng
R2	29-Mar-18	LH	bottom tenant addition
R3	06-Apr-18	LH	illuminated lower panel

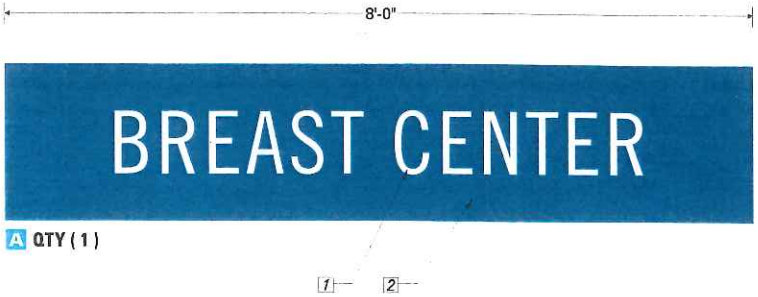
TYSON SIGN COMPANY
1-843-448-5168
Fax: 843-448-0535

ELECTRIC SIGN MUST BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NEC (NATIONAL ELECTRIC CODE)
UL LISTED

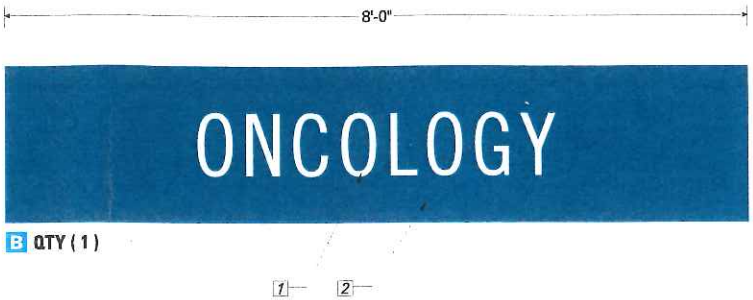
WORK AUTHORIZATION

JOB: 92744
TH - Cancer Center
DATE: 12-April-18
FILE: 92744_57281-a1-R3

REV	DATE	BY	NOTE

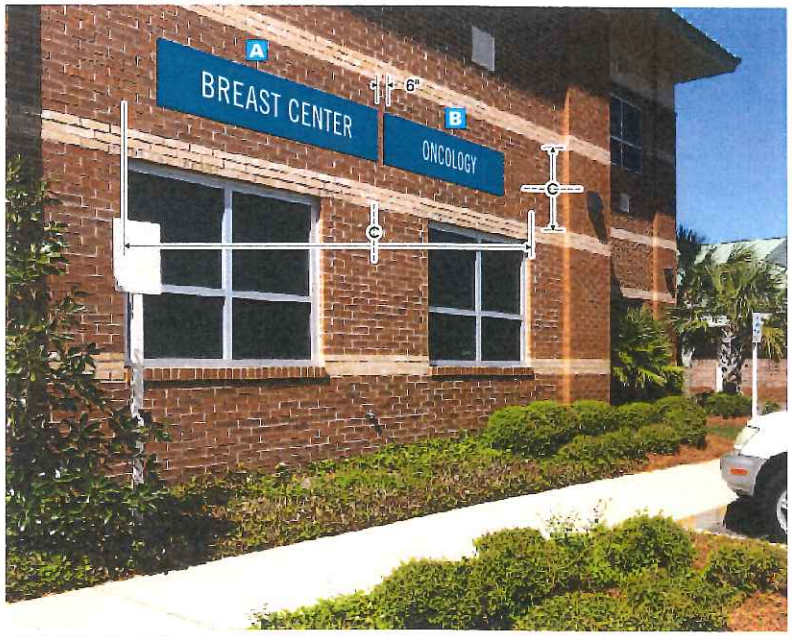


A QTY (1)

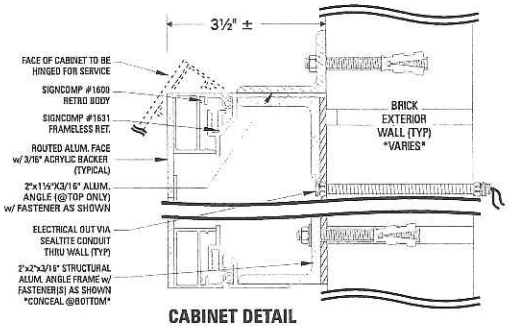


B QTY (1)

END VIEW
Typical



INSTALLED - *Photo Edit*
For Reference Only | NTS



CABINET DETAIL
Top/bottom of cabinet (for ref. only) | NTS

SURVEY REQ'D

VERIFY ACCESS BEHIND WALL FOR ELECTRICAL

PRODUCTION NOTES

CABINET:
– Qty (2) S/F fabricated and painted aluminum Sign Comp cabinets with hinged faces to house all power supplies (see "Cabinet Detail")
(FRAME: 2" x 2" x 3/16" galv angle + 2" x 1 1/2" x 3/16" galv angle FACES: .125 alum FILLER: .080 alum)
– Letters routed into .125 aluminum face "BREAST CENTER" and "ONCOLOGY" with flat 3/16" white #7328 acrylic backing
–LED internal illumination

ELECTRICAL:
CIRCUITS: (1) 20A 120V
LEDS: Everylite OpticMax + PS: (1 per sign) Everylite

INSTALLATION:
– Cabinets mount flush to brick fascia (as shown)

See #57587-plan for installation locations

COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY. PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

1 ☐ *White (#7328 acrylic)*
2 ■ *Dark Blue - PMS 541 (3M Blue #3630-36, paint to match)*

Qty. (2) S/F Illuminated Wall Signs

TIDELANDS HEALTH
Murrells Inlet, SC

DATE: 18-Apr-18
CUSTOMER: Tidelands Health
PROJECT: TH Waccamaw Medical Park East
LOCATION: 4181 Hwy 17 ByPass
DESCRIPTION: Wall Signs
SALES: D. Jenkins
DESIGNER: B. Paul
SCALE: 3/4" = 1' - 0"
DRAWING: 57587-a1-R1

REVISIONS

REV.	DATE	BY	NOTE
R1	24-Apr-18	BP	chg spec, copy

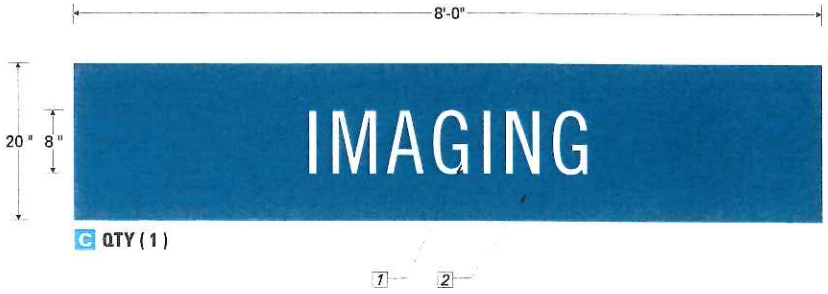
TYSON SIGN COMPANY
1-843-448-5168
Fax: 843-448-0535

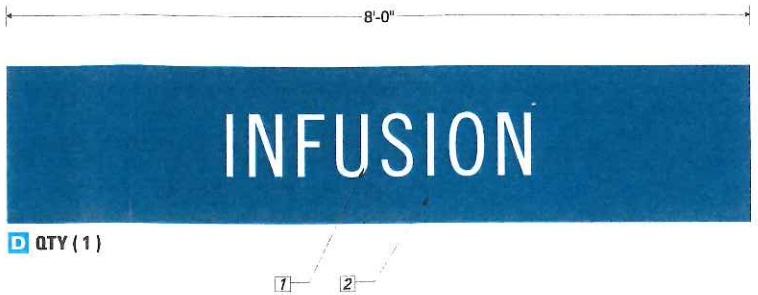
UL LISTED — ELECTRIC SIGN MUST BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NEC (NATIONAL ELECTRIC CODE)

WORK AUTHORIZATION

JOB: 92776
TH-Waccamaw Med Park East
DATE: 11-May-18
FILE: 92776_57587-a1-R1

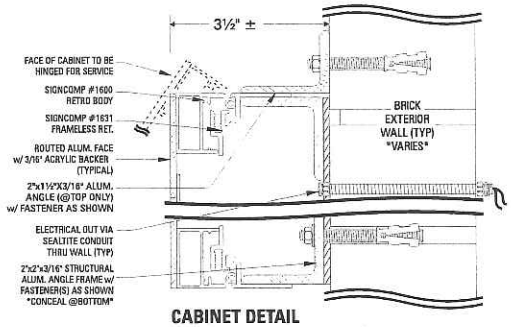
REV	DATE	BY	NOTE





END VIEW
Typical

INSTALLED - *Photo Edit*
For Reference Only | NTS



CABINET DETAIL
Top/bottom of cabinet (for ref. only) | NTS

SURVEY REQ'D
VERIFY ACCESS BEHIND WALL FOR ELECTRICAL

PRODUCTION NOTES

CABINET:
– Qty (2) S/F fabricated and painted aluminum Sign Comp cabinets with hinged faces to house all power supplies (see "Cabinet Detail")
(FRAME: 2" x 2" x 3/16" galv angle + 2" x 1 1/2" x 3/16" galv angle FACES: .125 alum FILLER: .080 alum)
– Letters routed into .125 aluminum face "IMAGING" and "INFUSION" with flat 3/16" white #7328 acrylic backing
–LED internal illumination

ELECTRICAL:
CIRCUITS: (1) 20A 120V
LEDS: Everylite OpticMax + PS: (1 per sign) Everylite

INSTALLATION:
– Cabinets mount flush to brick fascia (as shown)

See #57587-plan for installation locations

COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY. PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

1 White (#7328 acrylic)
2 Dark Blue - PMS 541 (3M Blue #3630-36, paint to match)

Qty. (2) S/F Illuminated Wall Signs

TIDELANDS HEALTH
Murrells Inlet, SC

DATE: 18-Apr-18
CUSTOMER: Tidelands Health
PROJECT: TH Waccamaw Medical Park East
LOCATION: 4181 Hwy 17 ByPass
DESCRIPTION: Wall Signs
SALES: D. Jenkins
DESIGNER: B. Paul
SCALE: 3/4" = 1' - 0"
DRAWING: 57587-a2-R1

REVISIONS

REV	DATE	BY	NOTE
R1	24-Apr-18	BP	chg spec, copy

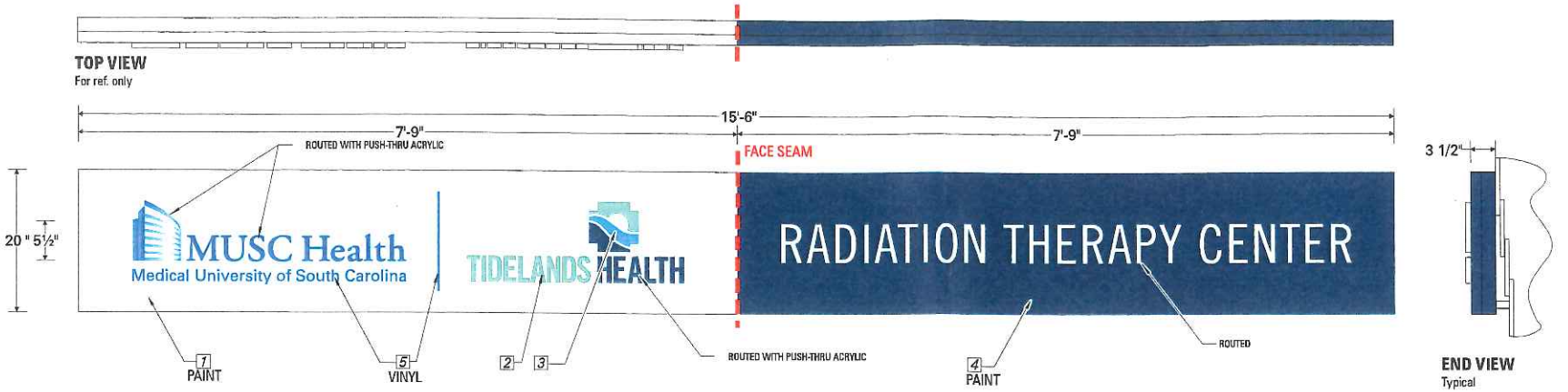
TYSON SIGN COMPANY
1-843-448-5168
Fax: 843-448-0535

UL LISTED — ELECTRIC SIGN MUST BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NEC (NATIONAL ELECTRIC CODE)

WORK AUTHORIZATION

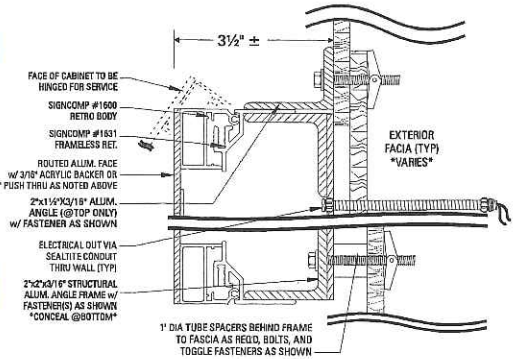
JOB: 92776
TH-Waccamaw Med Park East
DATE: 11-May-18
FILE: 92776_57587-a2-R1

REV	DATE	BY	NOTE



INSTALLED - 1 of 2 - *Photo Edit*
For Reference Only | NTS

INSTALLED - 2 of 2 - *Photo Edit*
For Reference Only | NTS



CABINET DETAIL
Top/bottom of cabinet (for ref. only) | NTS

SURVEY REQ'D
VERIFY WORKING AREA(S) BEFORE SIGN FABRICATION

PRODUCTION NOTES

CABINET:
– Qty (2) S/F fabricated and painted aluminum Sign Comp cabinets with hinged faces to house all power supplies (see "Cabinet Detail")
(FRAME: 2" x 2" x 3/16" galv angle + 2" x 1 1/2" x 3/16" galv angle + FACES: .125 alum + BACK: .063 alum)
–LED internal illumination

MUSC HEALTH LOGO:
– Routed aluminum "MUSC HEALTH" logo and letters with push-thru 1" thick clear acrylic with digitally printed translucent vinyl graphics (as shown)
– First surface vinyl "MEDICAL UNIVERSITY OF SOUTH CAROLINA" letters

TIDELANDS HEALTH LOGO:
– Routed into aluminum "TIDELANDS HEALTH" logo and letters with push-thru 1" thick clear acrylic with translucent vinyl graphics (as shown)
– Routed into aluminum "RADIATION THERAPY CENTER" letters with flat 3/16" thick white acrylic backing (as shown)

ELECTRICAL:
CIRCUITS: (1) 20A 120V
LEDS: Everylite OpticMax + PS: (2 per sign) Everylite

INSTALLATION:
– Cabinets mount flush to fascia (as shown)

See #57587-plan for installation locations

COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY; PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

1. White (3M vinyl, paint, #7328 acrylic)
2. Teal Blue - PMS 570 (3M Turquoise #3630-236)
3. Medium Blue - PMS 542 (3M Evening Blue #3630-317)
4. Dark Blue - PMS 541 (3M Blue #3630-36, paint to match)
5. Bright Blue (MUSC) 3M #3630-167 (translucent vinyl)
6. Digital Print (MUSC logo)(vinyl)

Qty. (2) S/F Illuminated Wall Signs

TIDELANDS HEALTH
Murrells Inlet, SC

DATE: 18-Apr-18
CUSTOMER: Tidelands Health
PROJECT: TH Waccamaw Medical Park East
LOCATION: 4181 Hwy 17 ByPass
DESCRIPTION: Wall Signs
SALES: D. Jenkins
DESIGNER: B. Paul
SCALE: 3/4" = 1' - 0"
DRAWING: 57587-a3

REVISIONS

REV	DATE	BY	NOTE

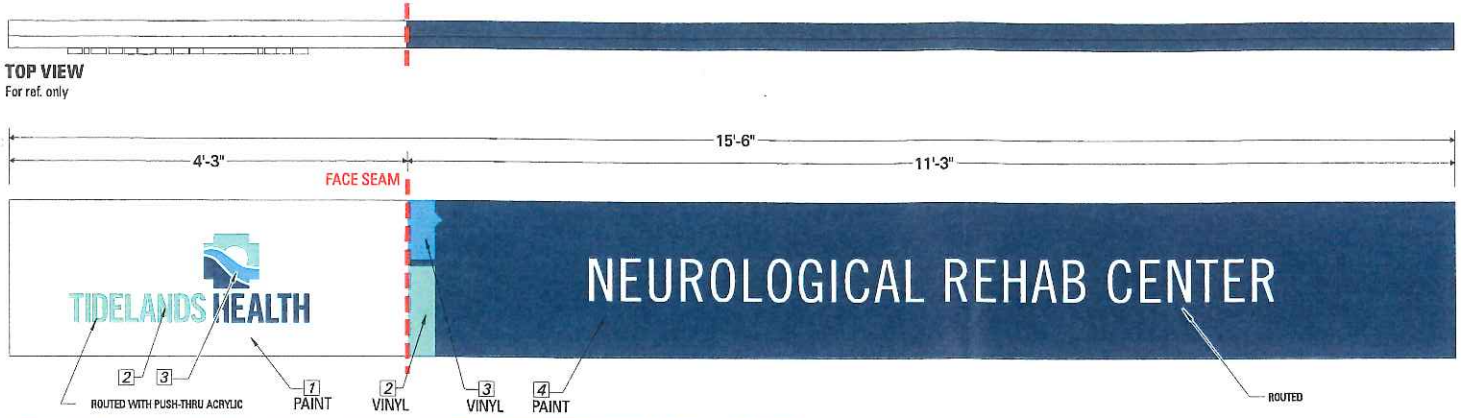
TYSON SIGN COMPANY
1-843-448-5168
Fax: 843-448-0535

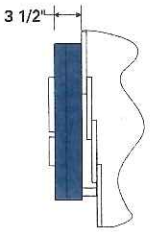
UL LISTED ELECTRIC SIGN MUST BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NEC (NATIONAL ELECTRIC CODE)

WORK AUTHORIZATION

JOB: 92776
TH-Waccamaw Med Park East
DATE: 11-May-18
FILE: 92776_57587-a3

REV	DATE	BY	NOTE



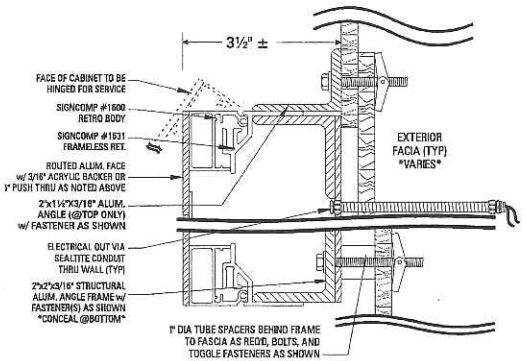


END VIEW
Typical

INSTALLED - 1 of 2 - *Photo Edit*
For Reference Only | NTS

INSTALLED - 2 of 2 - *Photo Edit*
For Reference Only | NTS

SURVEY REQ'D
VERIFY WORKING AREA(S) BEFORE SIGN FABRICATION



CABINET DETAIL
Top/bottom of cabinet (for ref. only) | NTS

PRODUCTION NOTES

CABINET:
– Qty (2) S/F fabricated and painted aluminum Sign Comp cabinets with hinged faces to house all power supplies (see "Cabinet Detail")
(FRAME: 2" x 2" x 3/16" galv angle + 2" x 1 1/2" x 3/16" galv angle + FACES: .125 alum + BACK: .063 alum)
–LED internal illumination

TIDELANDS HEALTH LOGO:
– Routed into aluminum "TIDELANDS HEALTH" logo and letters with push-thru 1" thick clear acrylic with translucent vinyl graphics (as shown)
-- First surface vinyl accent bar as noted
– Routed into aluminum "NEUROLOGICAL REHAB CENTER" letters with flat 3/16" thick white acrylic backing (as shown)

ELECTRICAL:
CIRCUITS: (1) 20A 120V
LEDS: Everylite OpticMax + PS: (2 per sign) Everylite

INSTALLATION:
– Cabinets mount flush to fascia (as shown)

See #57587-plan for installation locations

COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY; PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

1. White (3M vinyl, paint, #7328 acrylic)
2. Teal Blue - PMS 570 (3M Turquoise #3630-236)
3. Medium Blue - PMS 542 (3M Evening Blue #3630-317)
4. Dark Blue - PMS 541 (3M Blue #3630-36, paint to match)

Qty. (2) S/F Illuminated Wall Signs

TIDELANDS HEALTH
Murrells Inlet, SC

DATE: 18-Apr-18
CUSTOMER: Tidelands Health
PROJECT: TH Waccamaw Medical Park East
LOCATION: 4181 Hwy 17 ByPass
DESCRIPTION: Wall Signs
SALES: D. Jenkins
DESIGNER: B. Paul
SCALE: 3/4" = 1' - 0"
DRAWING: 57587-a4

REVISIONS

REV	DATE	BY	NOTE

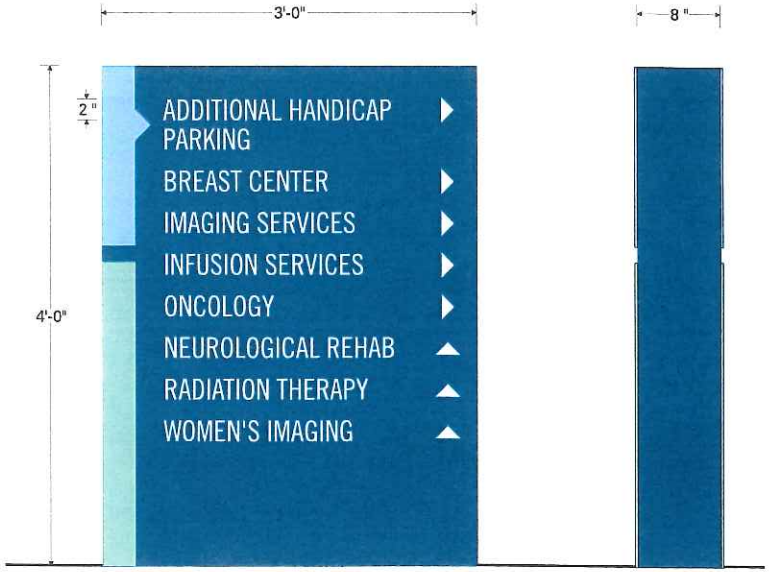
TYSON SIGN COMPANY
1-843-448-5168
Fax: 843-448-0535

UL LISTED ELECTRIC SIGN MUST BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NEC (NATIONAL ELECTRIC CODE)

WORK AUTHORIZATION

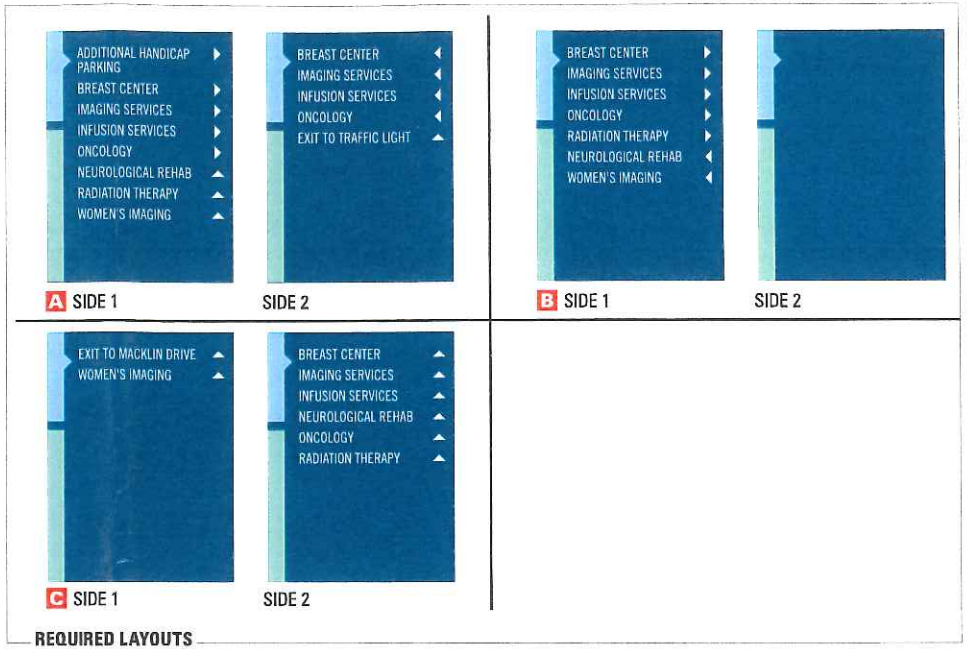
JOB: 92776
TH-Waccamaw Med Park East
DATE: 11-May-18
FILE: 92776_57587-a4

REV	DATE	BY	NOTE



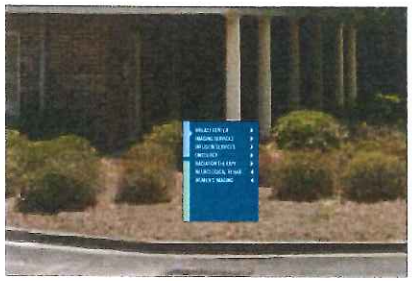
TYPICAL SHOWN
See "REQUIRED LAYOUTS"

END VIEW
Typical



REQUIRED LAYOUTS
For Reference Only | NTS

A INSTALLED - Side 1 Shown - *Photo Edit*
For Reference Only | NTS



B INSTALLED - Side 1 Shown - *Photo Edit*
For Reference Only | NTS

C INSTALLED - Side 2 Shown - *Photo Edit*
For Reference Only | NTS

NOTES

- *Fabricated non-illuminated aluminum sign cabinets (typical)*
- *Flat aluminum face with cut-out plate aluminum blue/teal decor as shown*
- *First surface reflective vinyl copy as shown*

INSTALLATION:
- *Typical direct embed installation (steel pipe in Sakrete foundation as req'd.)*

See #57587-plan for installation locations

COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY; PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

- *White 3M #5100-10 (reflective vinyl)*
- *Teal Blue PMS #570 (paint to match / 3M Turquoise 3630-236 vinyl)*
- *Medium Blue PMS #542 (paint to match / 3M Evening Blue 3630-317)*
- *Dark Blue PMS #541 (paint to match / 3M Blue 3630-36)*

Qty. (3) Non-Illuminated Directional Signs

TIDELANDS HEALTH
Murrells Inlet, SC

DATE
18-Apr-18

CUSTOMER
Tidelands Health

PROJECT
TH Waccamaw Medical Park East

LOCATION
4181 Hwy 17 ByPass

DESCRIPTION
Directionals

SALES
D. Jenkins

DESIGNER
B. Paul

SCALE
1" = 1' - 0"

DRAWING
57587-b1-R2

REVISIONS

REV	DATE	BY	NOTE
R1	15-May-18	BP	add copy
R2	23-May-18	BP	chg copy

CUSTOMER APPROVAL

TYSON SIGN COMPANY
Putting Your Business Out Front!

CONTACT INFO
1-843-448-5168
Fax: 843-448-0535
Mail: P.O. Box 50580
Myrtle Beach, SC 29579
www.tysonsign.com

UL LISTED ELECTRIC SIGN MUST BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NEC (NATIONAL ELECTRIC CODE)

SSA The Sign Industry Association
INTERNATIONAL SIGN ASSOCIATION

D QTY (1) SIDE 1 | END VIEW | SIDE 2

E Qty (1) SIDE 1 | END VIEW | SIDE 2

D **INSTALLED - Side 1 Shown** - *Photo Edit*
For Reference Only | NTS

E **INSTALLED - Side 1 Shown** - *Photo Edit*
For Reference Only | NTS

NOTES

- *Fabricated non-illuminated aluminum sign cabinets (typical)*
- *Flat aluminum face with cut-out plate aluminum blue/teal decor as shown*
- *First surface reflective vinyl copy as shown*

INSTALLATION:

- *Typical direct embed installation (steel pipe in Sakrete foundation as req'd.)*

See #57587-plan for installation locations

COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY; PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

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- *Teal Blue PMS #570 (paint to match / 3M Turquoise 3630-236 vinyl)*
- *Medium Blue PMS #542 (paint to match / 3M Evening Blue 3630-317)*
- *Dark Blue PMS #541 (paint to match / 3M Blue 3630-36)*

Qty. (2) Non-Illuminated Directional Signs

TIDELANDS HEALTH
Murrells Inlet, SC

DATE
18-Apr-18

CUSTOMER
Tidelands Health

PROJECT
TH Waccamaw Medical Park East

LOCATION
4181 Hwy 17 ByPass

DESCRIPTION
Directionals

SALES
D. Jenkins

DESIGNER
B. Paul

SCALE
1" = 1' - 0"

DRAWING
57587-b2-R2

REVISIONS

REV	DATE	BY	NOTE
R1	15-May-18	BP	chg copy
R2	23-May-18	BP	chg copy

CUSTOMER APPROVAL

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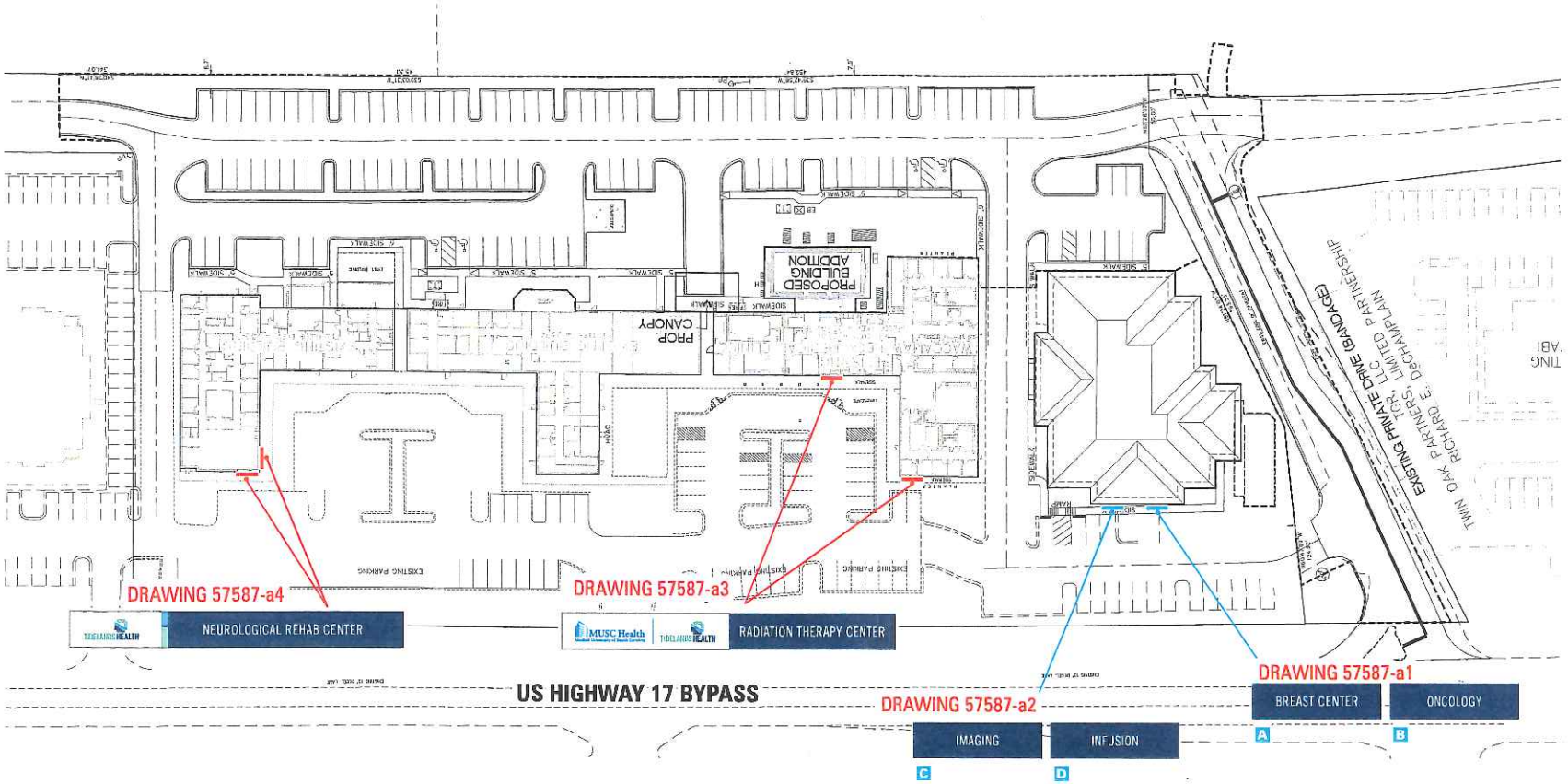
SSA | ISA INTERNATIONAL SIGN ASSOCIATION



TIDELANDS HEALTH

Murrells Inlet, SC

DATE
18-Apr-18

CUSTOMER
Tidelands Health

PROJECT
TH Waccamaw Medical Park East

LOCATION
4181 Hwy 17 ByPass

DESCRIPTION
Site Plan

SALES
D. Jenkins

DESIGNER
B. Paul

SCALE
NTS

DRAWING
57587-plan

REVISIONS

REV	DATE	BY	NOTE

TYSON SIGN COMPANY
1-843-448-5168
Fax: 843-448-0535

UL LISTED ELECTRIC SIGN MUST BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NEC (NATIONAL ELECTRIC CODE)

WORK AUTHORIZATION

JOB
92776

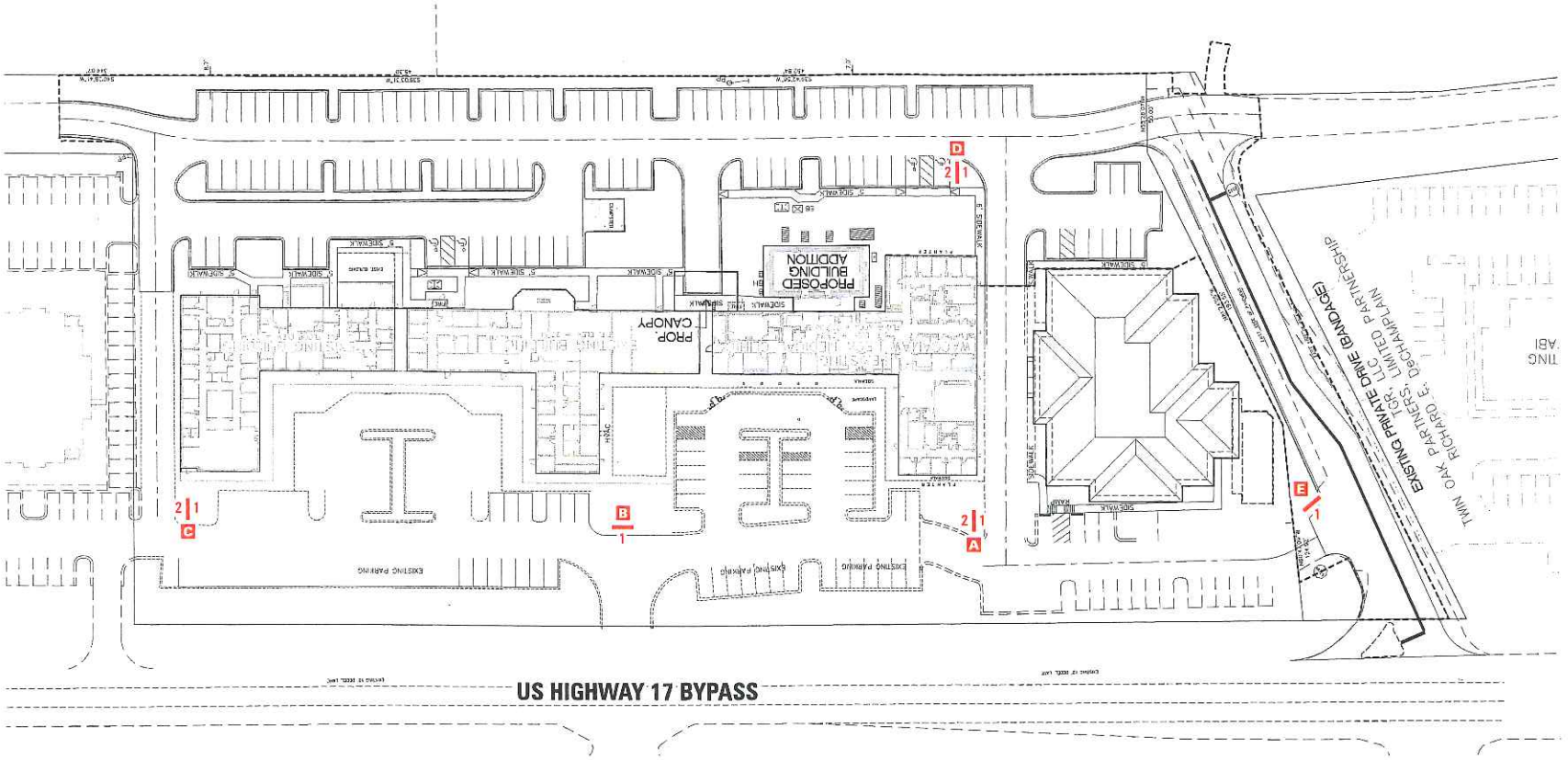
TH-Waccamaw Med Park East

DATE
11-May-18

FILE
92776_57587-PLAN

REV	DATE	BY	NOTE

Tidelands Health Waccamaw Medical Park East - Site Plan



Tidelands Health Waccamaw Medical Park East - Site Plan

TIDELANDS HEALTH
Murrells Inlet, SC

DATE	18-Apr-18
CUSTOMER	Tidelands Health
PROJECT	TH Waccamaw Medical Park East
LOCATION	4181 Hwy 17 ByPass
DESCRIPTION	Site Plan
SALES	D. Jenkins
DESIGNER	B. Paul
SCALE	NTS
DRAWING	57587-plan

REVISIONS

REV	DATE	BY	NOTE
R1	15-May-18	BP	Directionals Only

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www.tysonsign.com

UL LISTED ELECTRIC SIGN MUST BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NEC (NATIONAL ELECTRIC CODE)

SSSA Southern States Sign Association | International Sign Association

Item Number:	11.c
Meeting Date:	9/11/2018
Item Type:	SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:
Ordinance No. 2018-24 - An Ordinance to repeal and replace Appendix C, Storm Water Management Program, Part II, Flood Damage Prevention Ordinance of the Code of Ordinances of Georgetown County, South Carolina.

CURRENT STATUS:
The current Flood Damage Prevention Ordinance does not address issues as suggested by SCDNR. This state agency administers the FEMA flood damage prevention program in South Carolina.

POINTS TO CONSIDER:
1. Georgetown County participates in the National Flood Insurance Program in order to provide safeguards to properties and life in FEMA designated flood zones.

2. A locality must adopt a local Flood Damage Prevention Ordinance to participate in the federal program. This ordinance addresses local realities but also includes many, but not all, FEMA requirements.

3. In South Carolina, the State Department of Natural Resources administers the program. During a recent visit by DNR, several weak areas in the County's ordinance were noted.

4. DNR has created a model ordinance to address the matters FEMA has deemed should be in a local ordinance. Staff has used the model ordinance and added local requirements. An example of a local requirement is the one food additional "free board" required in AE flood zones. This means a dwelling must be constructed at least one foot higher than the FEMA minimum. Such requirements lead to reduced flood insurance premiums.

5. The attached model ordinance would replace the County's existing ordinance. By adopting this ordinance, the County would be assured it addresses issues reviewed by SCDNR.

FINANCIAL IMPACT:
Not applicable

OPTIONS:
1. Adopt the ordinance as proposed
2. Adopt an amended ordinance
3. Defer action
4. Keep the existing ordinance

STAFF RECOMMENDATIONS:

Adopt the ordinance as proposed

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-24 - To Repeal and Replace Appendix C, Storm Water Management Program, Part II, Flood Damage Prevantion	Ordinance

ORDINANCE NO. 2018-24

AN ORDINANCE TO DELETE APPENDIX C, STORM WATER MANAGEMENT PROGRAM, PART II, FLOOD DAMAGE PREVENTION ORDINANCE OF THE CODE OF ORDINANCES OF GEORGETOWN COUNTY, SOUTH CAROLINA AND REPLACE SUCH ORDINANCE WITH THE BELOW ORDINANCE WHICH SHALL ALSO BE APPENDIX C, STORM WATER MANAGEMENT PROGRAM, PART II, FLOOD DAMAGE PREVENTION ORDINANCE

BE IT ORDAINED BY GEORGETOWN COUNTY COUNCIL, DULY ASSEMBLED, THAT APPENDIX C, PART II, FLOOD DAMAGE PREVENTION ORDINANCE OF THE CODE OF ORDINANCES OF GEORGETOWN COUNTY, SOUTH CAROLINA BE DELETED AND REPLACED WITH THE REVISED ORDINANCE FOUND BELOW.

Part II. FLOOD DAMAGE PREVENTION ORDINANCE

Article I. General Standards

A. Statutory Authorization

County – The legislature of the State of South Carolina has in SC Code of Laws, Title 4, Chapters 9 (Article 1), 25, and 27, and amendments thereto, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Georgetown County Council, of Georgetown County, South Carolina does ordain as follows:

B. Findings of Fact - The Special Flood Hazard Areas of the Georgetown County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages.

C. Statement of Purpose and Objectives - It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of

the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, and habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

D. **Lands to Which this Ordinance Applies** This ordinance shall apply to all areas of special flood hazard within the jurisdiction of Georgetown County as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study, dated March 16, 1989 with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.

Further, the area of the Santee Floodplain that would be affected by a breach of the Santee Dam defined as that shown on the Santee Cooper Dam Break Map, a copy of which shall be kept on file at the Department of Planning and Development, Building Division, shall require elevation to at least one (1) foot above the dam break elevation or execute a release waiver and covenant (a hold harmless agreement).

All applications for permits of new construction or substantial improvement occurring within the dam break flood zone shall be submitted to the South Carolina Public Service Authority.

It shall be required that the South Caroline Public Service Authority (Santee Cooper) provide to the Department of Planning and Development, Building Division, a list by County tax map number (TMS), all land parcels which fall within the dam break flood area. It shall further be require of Santee Cooper to furnish the ground elevation of the lots not covered by a release waiver and to place a Temporary Benchmark on the site for the purpose of verifying the finished floor elevation.

Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for the unincorporated areas of Georgetown County, with accompanying map and other data are adopted by reference and declared part of this ordinance.

E. **Establishment of Development Permit** A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

F. **Compliance** No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations. A Non-Conversion Agreement is required prior to the issuance of the certificate of occupancy for **All Structures** built in special flood hazard areas of the County. The Non-Conversion Agreement will be given to the property owner when the permit is issued. It must be signed by the property owner, witnessed and recorded with the **Register of Deeds.** Prior to the final inspection.

G. **Interpretation** In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the

governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions, shall prevail.

H. Partial Invalidity and Severability If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

I. Warning and Disclaimer of Liability the degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Georgetown County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

J. Penalties for Violation - Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than $500.00 or imprisoned for not more than 30 days, or both. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent Georgetown County from taking such other lawful action as is necessary to prevent or remedy any violation.

Article II. DEFINITIONS

A. General - Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

1. **Accessory Structure** (Appurtenant Structure) - structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory Structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

2. **Addition (to an existing building)** - an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

3. **Agricultural structure** - a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are ***not*** exempt from the provisions of this ordinance.

4. **Appeal** - a request for a review of the local floodplain administrator's interpretation of any provision of this ordinance.

5. **Area of shallow flooding** - a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

6. **Area of special flood hazard** - the land in the floodplain within a community subject to a one percent or greater chance of being equaled or exceeded in any given year.

7. **Base flood** - the flood having a one percent chance of being equaled or exceeded in any given year.

8. **Basement** - means any enclosed area of a building that is below grade on all sides.

9. **Building** - see structure

10. **Coastal High Hazard Area** - an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to velocity wave action from storms or seismic sources.

11. **Critical Development** – development that is critical to the community's public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.

12. **Development** - any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

13. **Elevated building** - a non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.

14. **Executive Order 11988 (Floodplain Management)** - Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard

areas, unless there is no practicable alternative.

15. **Existing construction** - means, for the purposes of determining rates, structures for which the start of construction commenced before May 9, 1978 in the Waccamaw Neck Special Flood Hazards District or March 1, 1984 for unincorporated Georgetown County.

16. **Existing manufactured home park or manufactured home subdivision** - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 9. 1978 in the Waccamaw Neck Special Flood Hazards District or March 1, 1984 for unincorporated Georgetown County.

17. **Expansion to an existing manufactured home park or subdivision** - the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

18. **Flood** - a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.

19. **Flood Hazard Boundary Map (FHBM)** - an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as Zone A.

20. **Flood Insurance Rate Map (FIRM)** - an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

21. **Flood Insurance Study** - the official report provided by the Federal Emergency Management Agency which contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

22. **Flood-resistant material** - any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials,

referenced therein, are acceptable flood-resistant materials.

23. **Floodway** - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

24. **Freeboard** - a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

25. **Functionally dependent use**- a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

26. **Highest Adjacent Grade** - the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

27. **Historic Structure** - any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories ***MAY NOT*** be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the ***potential*** for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has ***individually determined*** that the structure or district meets DOI historic structure criteria.

28. **Increased Cost of Compliance (ICC)** – applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

29. **Limited storage** - an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Article IV.A.4 of this ordinance. If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of Article IV.F of this ordinance.

30. **Lowest Adjacent Grade (LAG)** - is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.

31. **Lowest Floor** -the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

32. **Manufactured home** - a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

33. **Manufactured Home Park or subdivision** - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

34. **Mean Sea Level** – means, for the purpose of this ordinance, the Nations Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.

35. **National Geodetic Vertical Datum (NGVD) of 1929** - as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.

36. **North American Vertical Datum (NAVD) of 1988** – vertical control, as corrected in 1988, used as the reference datum on Flood Insurance Rate Maps.

37. **New construction** - structure for which the start of construction commenced on or after May 9, 1978 in the Waccamaw Neck Special Flood Hazards District. The term also includes any subsequent improvements to such structure.

38. **New manufactured home park or subdivision** - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum,

the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after May 9, 1978 in the Waccamaw Neck Special Flood Hazards District.

39. **Non-Conversion Agreement** – a document prepared by the County and provided to the owner(s) of property in a special flood hazard area that is signed and recorded with the Register of Deeds. In signing, the owner agrees to not convert or finish the interior of the allowed enclosed area, below the design flood elevation(DFE) for any purpose other than the allowed parking, storage or building access. The agreement also gives authority to the County to visit the property, upon notice, for verification of compliance.

40. **Primary Frontal Dune** - a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

41. **Recreational vehicle** - a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

42. **Repetitive Loss** – a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10 year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.

43. **Section 1316 of the National Flood insurance Act of 1968** - The act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

44. **Stable Natural Vegetation** - the first place on the oceanfront where plants such as sea oats hold sand in place.

45. **Start of construction** - for other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it

include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

46. **Structure** - a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground.

47. **Substantial damage** - damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement".

48. **Substantial improvement** - any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures that have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

    a) any project of improvement to a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or,

    b) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

    Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

49. **Substantially improved existing manufactured home park or subdivision** - where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

50. **Variance** - is a grant of relief from a term or terms of this ordinance.

51. **Violation** – the failure of a structure or other development to be fully compliant with these regulations.

Article III. ADMINISTRATION

A. Designation of Local Floodplain Administrator -The Building Official or a designee of the Building Official is hereby appointed to administer and implement the provisions of this ordinance.

B. Adoption of Letter of Map Revisions (LOMR) – All LOMRs that are issued in the areas identified in Article I Section D of this ordinance are hereby adopted.

C. Development Permit and Certification Requirements.

1. **Development Permit:** - Application for a development permit shall be made to the local floodplain administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

    a) A plot plan that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either the Duties and Responsibilities of the local floodplain administrator of Article III.D.11or the Standards for Subdivision Proposals of Article IV.B and the Standards for streams without Estimated Base Flood Elevations and Floodways of Article IV.C. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to either the duties or responsibilities of the local floodplain administrator of Article III.D.11or the standards for subdivision proposals of Article IV.B.12 and the standards for streams without estimated base flood elevations and floodways of Article IV.C.

    b) Where base flood elevation data **is** provided as set forth in Article I.D or the duties and responsibilities of the local floodplain administrator of Article III.D.11 the application for a development permit within the flood hazard area shall show:

        (1) the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and

        (2) if the structure will be flood proofed in accordance with the Non-Residential Construction requirements of Article IV.B.2 the elevation (in relation to mean sea level) to which the structure will be flood proofed.

    c) Where base flood elevation data is **not** provided as set forth in Article

I.D or the duties and responsibilities of the local floodplain administrator of Article III.D.11, then the provisions in the standards for streams without estimated base flood elevations and floodways of Article IV.C must be met.

d) Alteration of Watercourse*:* Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include a description of the extent of watercourse alteration or relocation, an engineering study to demonstrate that the flood- carrying capacity of the altered or relocated watercourse is maintained and a map showing the location of the proposed watercourse alteration or relocation.

2. **Certifications**

a) Flood proofing Certification - When a structure is flood proofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, flood proofed structure meets the flood proofing criteria in the non-residential construction requirements of Article IV.B.2 and Article IV.E.2 (b).

b) Certification During Construction – A lowest floor elevation or flood proofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or flood proofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local floodplain administrator a certification of the elevation of the lowest floor, or flood proofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. Any work done prior to submission of the certification shall be at the permit holder's risk. The local floodplain administrator shall review the floor elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

c) V-Zone Certification - When a structure is located in Zones V, VE, or V1-30, certification shall be provided from a registered professional engineer or architect, separate from submitted plans, that new construction and substantial improvement meets the criteria for the coastal high hazard areas outlined in Article IV.F.5.

d) As-built Certification - Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements of Article III.C.2a, 2b, and 2c that the development is built in accordance with the submitted plans and previous pre-development certifications.

D. <u>Duties and Responsibilities of the Local Floodplain Administrator</u> - shall include, but not be limited to:

1. **Permit Review** - Review all development permits to assure that the requirements of this ordinance have been satisfied.

2. **Requirement of Federal and/or state permits** - Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.

3. **Watercourse alterations** –

    a) Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water, and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

    b) In addition to the notifications required watercourse alterations per Article III.D.3a, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.

    c) If the proposed project will modify the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of construction.

    d) Within 60 days of completion of an alteration of a watercourse, referenced in the certification requirements of Article III.C.2.d, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.

4. **Floodway encroachments** - Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Article IV.B.5 are met.

5. **Adjoining Floodplains** - Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related

erosion areas in order to prevent aggravation of existing hazards.

6. **Notifying Adjacent Communities** – Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.

7. **Certification requirements** –
   a) Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with administrative procedures outlined in Article III.C.2.b or the coastal high hazard area requirements outlined in Article IV.F.5.

   b) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been flood proofed, in accordance with the flood proofing certification outlined in Article III.C.2.a.

   c) When flood proofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Article IV.B.2.

   d) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in the coastal high hazard area requirements outlined in Article IV.F.4, Article IV.F.6, and Article IV.F.8 of this ordinance.

8. **Map Interpretation** - Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

9. **Prevailing Authority** – Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Article IV.B.7.b.

10. **Use Of Best Available Data** - When base flood elevation data and floodway data has not been provided in accordance with Article I.D, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to the standards for subdivision proposals outlined in Article IV.B.12, in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed

using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

11. **Special Flood hazard Area/topographic Boundaries Conflict** - When the exact location of boundaries of the areas special flood hazards conflict with the current, natural topography information at the site; the site information takes precedence when the lowest adjacent grade is at or above the BFE, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local floodplain administrator in the permit file will maintain a copy of the Letter of Map Amendment issued from FEMA.

12. **On-Site inspections** - Make on-site inspections of projects in accordance with the administrative procedures outlined in Article III.E.1.

13. **Administrative Notices** - Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Article III.E.

14. **Records Maintenance** - Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.

15. **Annexations and Detachments** - Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program within six (6) months, of any annexations or detachments that include special flood hazard areas.

16. **Federally Funded Development** - The President issued *Executive Order 11988, Floodplain Management May 1977. E.O*. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.

17. **Substantial Damage Determination** – Perform an assessment of damage from any origin to the structure using FEMA's Residential Substantial Damage Estimator (RSDE) software to determine if the damage equals or exceeds 50 percent of the market value of the structure before the damage occurred.

18. **Substantial Improvement Determinations** – Perform an assessment of permit applications for improvements or repairs to be made to a building or structure that equals or exceeds 50 percent of the market value of the structure before the start of construction. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

The market values shall be determined by one of the following

methods:

a) the current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner within the past 6 months.

b) one or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, *less the cost of site improvements and depreciation for functionality and obsolescence.*

c) Real Estate purchase contract within 6 months prior to the date of the application for a permit.

E. <u>Administrative Procedures</u>

1. **Inspections of Work in Progress** - As the work pursuant to a permit progresses, the local floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

2. **Stop-Work Orders** - Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

3. **Revocation of Permits** - The local floodplain administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable state or local law may also be revoked.

4. **Periodic Inspections** - The local floodplain administrator and each member of his/her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

5. **Violations to be Corrected** - When the local floodplain administrator finds violations of applicable state and local laws, it shall be his/her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.

6. **Actions in Event of Failure to Take Corrective Action**: If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:

    a) the building or property is in violation of the Flood Damage Prevention Ordinance,

    b) a hearing will be held before the local floodplain administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,

    c) following the hearing, the local floodplain administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.

7. **Order to Take Corrective Action**: If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he/she shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the floodplain administrator may prescribe; provided that where the floodplain administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.

8. **Appeal**: Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

9. **Failure to Comply with Order**: If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

10. **Denial of Flood Insurance under the NFIP**: If a structure is declared in violation of this ordinance and after all other penalties are exhausted to

achieve compliance with this ordinance then the local floodplain administrator shall notify the Federal Emergency Management Agency (FEMA) to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local floodplain administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

11. The following **documents** are incorporated by reference and may be used by the local floodplain administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:

    a) FEMA 55 Coastal Construction Manual

    b) All FEMA Technical Bulletins

    c) All FEMA Floodplain Management Bulletins

    d) FEMA 348 Protecting Building Utilities from Flood Damage

    e) FEMA 499 Home Builder's Guide to Coastal Construction Technical Fact Sheets

Article IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

A. General Standards

Development may not occur in the Special Flood Hazard Area (SFHA) where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the SFHA and that encroachments onto the SFHA are minimized. In all areas of special flood hazard the following provisions are required:

1. **Reasonably Safe from Flooding** - Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding

2. **Anchoring** - All new construction and substantial improvements shall be anchored to prevent flotation, collapse, and lateral movement of the structure.

3. **Flood Resistant Materials and Equipment** - All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency.

4. **Minimize Flood Damage** - All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages,

5. **Critical Development** - shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,

6. **Utilities** - Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus one (1) foot.

7. **Water Supply Systems** - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system,

8. **Sanitary Sewage Systems** – New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters,
   On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding,

9. **Gas Or Liquid Storage Tanks** – All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent floatation and lateral movement resulting from hydrodynamic and hydrostatic loads.

10. **Alteration, Repair, Reconstruction, Or Improvements** - Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.

11. **Non-Conforming Buildings or Uses** - Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance,

12. **Non-Conversion Agreement** – A Non-Conversion Agreement must be recorded with the Register of Deeds for all new construction and substantial improvement (SI)/ substantial damage (SD) permits.

13. **American with Disabilities Act (ADA)** - A building must meet the specific standards for floodplain construction outlined in Article IV.B, as well as any applicable ADA requirements. The ADA is not justification for issuing a

variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

B. Specific Standards

In all areas of special flood hazard (Zones A, AE, AH, AO, A1-30, V, and VE) where base flood elevation data has been provided, as set forth in Article I.D or outlined in the Duties and Responsibilities of the local floodplain administrator Article III.D., the following provisions are required:

1. **Residential Construction** - New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one (1) foot above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces, shall be provided in accordance with the elevated buildings requirements in Article IV B.4.

2. **Non-Residential Construction**

   a) New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one (1) foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces, shall be provided in accordance with the elevated buildings requirements in Article IV B.4. No basements are permitted. Structures located in A-zones may be flood proofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

   b) A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in the flood proofing certification requirements in Article III.C.2.a. A variance may be considered for wet-flood proofing agricultural structures in accordance with the criteria outlined in Article V.E of this ordinance. Agricultural structures not meeting the criteria of Article V.E must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are flood proofed are required to have an approved maintenance plan with an annual exercise. The local floodplain administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.

3. **Manufactured Homes**

   a) Manufactured homes that are placed or substantially improved on

sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

b) Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in Article IV.B.1 of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated no lower one (1) foot than above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.

c) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, and lateral movement in accordance with Section 40-29-10 of the *South Carolina Manufactured Housing Board Regulations*, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis 36 inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above 36 inches in height an engineering certification is required.

d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local floodplain administrator and the local Emergency Preparedness Coordinator.

4. **Elevated Buildings** - New construction and substantial improvements of elevated buildings that include fully enclosed areas below the lowest floor that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed all of the following minimum criteria:

(1) Provide a minimum of two openings on different walls having a *total net area* of not less than one square inch for every

square foot of enclosed area subject to flooding.

(2) The bottom of each opening must be no more than one (1) foot above the higher of the interior or exterior grade immediately under the opening,

(3) Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.

(4) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.

(5) Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

b) Hazardous Velocities - Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

c) Enclosures Below Lowest Floor

(1) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

(2) The interior portion of such enclosed area shall not be finished or shall be constructed of flood resistant materials, must be void of utilities except for essential lighting as required for safety, and cannot be temperature controlled.

(3) One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in Article IV.B.1, 2 and 3.

(4) All construction materials below the required lowest floor elevation specified in the specific standards outlined in Article IV.B 1, 2, 3 and 4 should be of flood resistant materials.

5. **Floodways** - Located within areas of special flood hazard established in Article I.D, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry

debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

a) No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:

(1) It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local floodplain administrator.

(2) A Conditional Letter of Map revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.

b) If Article IV.B.5a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.

c) No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Article IV B.3 and the encroachment standards of Article IV.B.5 (a) are met.

d) Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

6. **Recreational Vehicles**

a) A recreational vehicle is ready for highway use if it is:

(1) on wheels or jacking system

(2) attached to the site only by quick-disconnect type utilities and security devices; and

(3) has no permanently attached additions

b) Recreational vehicles placed on sites shall either be:

(1) on site for fewer than 180 consecutive days; or

(2) be fully licensed and ready for highway use, or
Meet the development permit and certification requirements of Article III.D, general standards outlined in Article IV.A, and manufactured homes standards in Article IV.B.3 and B.4.

7. **Map Maintenance Activities** – The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Article I.D accurately represent flooding conditions so appropriate floodplain management criteria are based on current data. The following map maintenance activities are identified:

a) Requirement to Submit New Technical Data

(1) For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable , but no later than six months of the date such information becomes available. These development proposals include; but not limited to::

(a) Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;

(b) Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;

(c) Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and

(d) Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Article IV.C.1.

(2) It is the responsibility of the applicant to have technical data, required in accordance with Article IV.B.7, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.

(3) The local floodplain administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

(a) Proposed floodway encroachments that increase the base flood elevation; and

(b) Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

(4) Floodplain development permits issued by the local floodplain administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Article IV B.7.

b) Right to Submit New Technical Data - The floodplain administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or plan metric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

8. **Accessory Structures**

a) A detached accessory structure or garage, the cost of which is greater than $5,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 *Wet Flood proofing Requirements or be elevated in accordance with Article IV Section B (1) and B (4) or dry flood proofed in accordance with Article IV B (2)*.

b) If accessory structures of $5,000 or less are to be placed in the floodplain, the following criteria shall be met:

(1) Accessory structures shall not be used for any uses other than the parking of vehicles and storage,

(2) Accessory structures shall be designed to have low flood damage potential,

(3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,

(4) Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement of the structure,

(5) Service facilities such as electrical and heating equipment shall be installed in accordance with Article IV.A.5,

(6) Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Article IV.B.4a, and

(7) Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable

flood-resistant materials.

9. **Swimming Pool Utility Equipment Rooms** - If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

    a) Meet the requirements for accessory structures in Article IV.B.8

    b) The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.

10. **Elevators**

    a) Install a float switch system or another system that provides the same level of safety necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

    b) All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

11. **Fill** - An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of Article IV B(1) or B (2), and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

    a) Fill may not be placed in the floodway unless it is in accordance with the requirements in Article IV.B.5a.

    b) Fill may not be placed in tidal or non-tidal wetlands without the required state and federal permits.

    c) Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.

    d) Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer.

    e) Fill slopes shall be no greater than two horizontal to one vertical.

Flatter slopes may be required where velocities may result in erosion.

f) The use of fill shall not increase flooding or cause drainage problems on neighboring properties.

g) Fill may not be used for structural support in the coastal high hazard areas.

h) Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built on Fill in or Near Special Flood Hazard Areas Are Reasonable Safe from Flooding.*

12. **Standards for Subdivision Proposals and other development**

a) All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.

b) All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

c) All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage.

d) The applicant shall meet the requirement to submit technical data to FEMA in Article IV B.7 when a hydrologic and hydraulic analysis is completed that generates base flood elevations.

C. ***Standards for Streams without Established Base Flood Elevations and Floodways*** - Located within the areas of special flood hazard (Zones A and V) established in Article I.D, are small streams where no base flood data has been provided and where no floodways have been identified. The following provisions apply within such areas:

1. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.

2. No encroachments, including fill, new construction, substantial improvements and new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

3. If Article IV.C.1 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within

such areas shall comply with all applicable flood hazard ordinance provisions of Article IV and shall be elevated or flood proofed in accordance with elevations established in accordance with Article III.E.11.

4. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

5. When base flood elevation (BFE) data is not available from a federal, state, or other source one of the following methods may be used to determine a BFE For further information regarding the methods for determining BFEs listed below, refer to FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*:

    a) Contour Interpolation

        (1) Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.

        (2) Add one-half of the contour interval of the topographic map that is used to the BFE.

    b) Data Extrapolation - A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches. No hydraulic structures shall be present.

    c) Hydrologic and Hydraulic Calculations- Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software.

D. Standards for Streams with Established Base Flood Elevations but without Floodways - Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS.

1. No encroachments including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

E. Standards for Areas of Shallow Flooding (AO Zones) - Located within the areas of special flood hazard established in Article 1.D, are areas designated as shallow flooding. The following provisions shall apply within such areas:

1. All new construction and substantial improvements of residential structures shall have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.

2. All new construction and substantial improvements of non-residential structures shall:

    a) Have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade; or,

    b) Be completely flood-proofed together with attendant utility and sanitary facilities to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article III.D.

3. All structures on slopes must have drainage paths around them to guide water away from the structures.

F. Coastal High Hazard Areas (V-Zones) Located within the areas of special flood hazard established in Article I.D or Article III.E.11 are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash. The following provisions shall apply within such areas:

1. All new construction and substantial improvements shall be located landward of the reach of mean high tide, first line of stable natural vegetation and comply with all applicable Department of Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements.

2. All new construction and substantial improvements shall be elevated so that the bottom of the lowest supporting horizontal structural member (excluding pilings or columns) of the lowest floor is located no lower than one (1) foot above the base flood elevation.

3. All buildings or structures shall be securely anchored on pilings or columns, extending vertically below a grade of sufficient depth and the zone of potential scour, and securely anchored to the subsoil strata.

4. All pilings and columns and the attached structures shall be anchored to resist flotation, collapse, lateral movement and scour due to the effect of wind and water loads acting simultaneously on all building components.

5. A registered professional engineer or architect shall certify that the design,

specifications and plans for construction are in compliance with the provisions contained in Article IV Section F 3, 4, 6 and 9 of this ordinance.

6. There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. Only beach compatible sand may be used. The local floodplain administrator shall approve design plans for landscaping/ aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist that demonstrates that the following factors have been fully considered:

    a) Particle composition of fill material does not have a tendency for excessive natural compaction,

    b) Volume and distribution of fill will not cause wave deflection to adjacent properties; and

    c) Slope of fill will not cause wave run-up or ramping.

7. There shall be no alteration of sand dunes that would increase potential flood damage.

8. All new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Breakaway wall enclosures shall not exceed 299 square feet. Only flood resistant materials shall be used below the required flood elevation specified in Article IV.B. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in Article IV.B.

    Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

    a) Breakaway wall collapse shall result from water load less than that which would occur during the base flood.

    b) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water loading shall be those values associated with the base flood. The wind loading values shall be those required by applicable IBC International Building Code.

c) Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation, finished or partitioned into multiple rooms, or temperature-controlled.

9. No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of Article IV.B.3.

10. Recreational vehicles shall be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article IV B.6and the Temporary Structure provisions of Article IV F.11

11. Accessory structures, below the required lowest floor elevation specified in Article IV F.2, are prohibited except for the following:

    a) Swimming Pools

        (1) They are installed at-grade or elevated so long as the pool will not act as an obstruction

        (2) They must be structurally independent of the building and its foundation.

        (3) They may be placed beneath a coastal building only if the top of the pool and any accompanying decking or walkway are flush with the existing grade and only if the lower area remains unenclosed.

        (4) As part of the certification process for V-zone buildings the design professional must consider the effects that any of these elements will have on the building in question and any nearby buildings.

    b) Access Stairs Attached to or Beneath an Elevated Building:

        (1) Must be constructed of flood-resistant materials.

        (2) Must be constructed as open staircases so they do not block flow under the structure in accordance with Article IV.F.2.

    c) Decks

        (1) If the deck is structurally attached to a building then the bottom of the lowest horizontal member must be at or above the elevation of the buildings lowest horizontal member.

        (2) If the deck is to be built below the BFE then it must be structurally independent of the main building and must not cause an obstruction.

(3) If an at-grade, structurally independent deck is proposed then a design professional must evaluate the design to determine if it will adversely affect the building and nearby buildings.

12. Parking areas should be located on a stable grade under or landward of a structure. Any parking surface shall consist of gravel or aggregate.

13. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of base flood event plus one (1) foot. This requirement does not exclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow prevention devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building. *No* utilities or components shall be attached to breakaway walls.

Article V. VARIANCE PROCEDURES

A. Establishment of Appeal Board – The Building Code Board of Appeals as established by Georgetown County Council, shall hear and decide requests for variances from the requirements of this ordinance.

B. Right to Appeal - Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Court.

C. Historic Structures - Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

D. Functionally Dependent Uses – Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

E. Agricultural Structures - Variances may be issued to wet flood proof an agricultural structure provided it is used solely for agricultural purposes. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Article V.H, this section, and the following standards:

1. Use of the structure must be limited to agricultural purposes as listed below:

    a) Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,

b) Steel grain bins and steel frame corncribs,

c) General-purpose barns for the temporary feeding of livestock that are open on at least one side;

d) For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Article IV.B.2 of this ordinance; and,

2. The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.

3. The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.

4. The agricultural structure must meet the venting requirement of Article IV.B.4 of this ordinance.

5. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation (BFE), plus any required freeboard, or be contained within a watertight, flood proofed enclosure that is capable of resisting damage during flood conditions in accordance with Article IV.A.5 of this ordinance

6. The agricultural structure must comply with the floodway encroachment provisions of Article IV.B.5 of this ordinance.

7. Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight flood proofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.

F. **Considerations** - In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

1. The danger that materials may be swept onto other lands to the injury of others;

2. The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

4. The importance of the services provided by the proposed facility to the community;

5. The necessity to the facility of a waterfront location, where applicable;

6. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

7. The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

8. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

9. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges; and

10. Agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.

G. **Findings** - Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

H. **Floodways** - Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to ensure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

I. **Conditions** - Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

1. Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.

2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

3. Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

4. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk. Such notification shall be maintained with a record of all variance actions.

5. The local floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency (FEMA) upon request.

6. Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Article III.E.5 of this ordinance.

Article VI. LEGAL STATUS PROVISIONS

A. **Effect on Rights and Liabilities under the Existing Flood Damage Prevention Ordinance** - This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted to be determined and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued there under are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Georgetown County enacted on to be determined, as amended, which are not reenacted herein, are repealed.

B. **Effect upon Outstanding Building Permits** - Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the Chief Building Inspector or his authorized agents before the time of passage of this ordinance; provided, however, that when start of construction has not occurred under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the provisions of this ordinance.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

_____
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-24 has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number:	11.d
Meeting Date:	9/11/2018
Item Type:	SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
ORDINANCE No. 2018-27 - AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE PROPERTY, OWNED BY GEORGETOWN COUNTY, AND LOCATED AT 605 ½ CHURCH STREET IN GEORGETOWN COUNTY, SOUTH CAROLINA, TO GEORGETOWN COUNTY ALANO CLUB

CURRENT STATUS:
Request for renewal of existing agreement

POINTS TO CONSIDER:
1. Georgetown County Alano Club owns the building at 605 ½ Church Street, which is located on property owned by Georgetown County. An existing agreement between Georgetown County and the Georgetown Alano Club will expire at the end of September.

2. Georgetown County Alcoholics Anonymous (AA) has been meeting at this location for more than 40 year.

3. On October 11, 1999, the American Legion Post 14 sold the building to Georgetown AA Chapter for use as a meeting place. There are several meetings per week in the facility.

4. The traditions and bylaws did not allow for the group to own property, and the Georgetown County Alano Club was formed as a corporation to take possession of the property on May 18, 2000.

5. In September 2008, Georgetown County entered into a lease agreement with the organization for use of the property, waiving any and all applicable fees. This was based upon years of service to the community as well as the continued relationship between agencies such as Georgetown County Alcohol and Drug Abuse Commission, Probation and Parole, and the Pre-trial Intervention Program offered by the Solicitor's Office.

6. The Alano Club has requested renewal of the lease for use of this property.

FINANCIAL IMPACT:
Georgetown County does not pay any maintenance for utilities for this building.

OPTIONS:
1. Approve formal lease agreement with the Georgetown County Alano Club with renewal of existing lease terms.
2. Refuse request for renewal of current lease agreement.

STAFF RECOMMENDATIONS:
Approve Ordinance No. 2018-27 authorizing renewal of existing property lease agreement with the Georgetown County Alano Club

Georgetown County Alano Club.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-28 Property Lease Alano Club	Ordinance
🗋	Alano Property Lease 2018	Backup Material

STATE OF SOUTH CAROLINA)

) ORDINANCE NO: 2018-27

COUNTY OF GEORGETOWN)

AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE PROPERTY, OWNED BY GEORGETOWN COUNTY, AND LOCATED AT 605 ½ CHURCH STREET IN GEORGETOWN COUNTY, SOUTH CAROLINA, TO GEORGETOWN COUNTY ALANO CLUB

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate situate in Tax District No. 05, of Georgetown County; and,

WHEREAS, the Georgetown County Alano Club, hereinafter referred to as "Lessee" is desirous of leasing property located at 605 ½ Church Street, Georgetown, South Carolina; and,

WHEREAS, Georgetown County Council has determined that the County has no proposed use for this property at the immediate time and it is in the best interest of the taxpayers and citizens of said County that the County enter into a lease agreement with the Lessee for a one (1) year rental period with the option to renew for four (4) successive, one year period.

WHEREAS, a public hearing on said lease agreement was held _____.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL:

That the following described property referred to in the Lease Agreement as Exhibit A shall be leased unto the Georgetown County Alano Club.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this

ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect.

This ordinance shall take effect upon final approval of this ordinance.

DONE, RATIFIED AND ADOPTED THIS 25th DAY OF SEPTEMBER, 2018.

_____ (Seal)
Johnny Morant, Chairman
Georgetown County Council

ATTEST:

_____
Theresa E. Floyd,
Clerk to Council

This Ordinance, No. 2018-27, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant,
Georgetown County Attorney

First Reading: August 28, 2018

Second Reading: September 11, 2018

Third Reading: September 25, 2018

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF GEORGETOWN)

THIS REAL PROPERTY LEASE AGREEMENT ("Agreement") shall be effective this _____ day of _____, 2018 by and between County of Georgetown ("Lessor") and Georgetown County Alano Club ("Lessee").

In consideration and for the leasing of the property aforesaid and the agreements hereinafter contained, the Lessor and the Lessee, for and in consideration of One ($1.00) Dollar, to each in hand paid at and before the sealing of these Presents, the receipt whereof by each party is hereby acknowledged, hereby covenant and agree, each with the other as follows:

1. **Term.** The lease term shall be for a period of 12 months ("Term"), commencing on October 1st, 2018 (the "Commencement Date") and ending September 30, 2019.

2. **Renewal.** The Lessee will have the right to renew or extend the present Term under the same terms and conditions as hereinafter contained for four additional 12 month terms upon written notice to Lessor not less than thirty (30) days prior to the completion of the Term. This right to renew or extend may only be exercised if Lessee is not in default under the terms and conditions contained herein.

3. **Property.** Lessor agrees to lease the Lessee the property located at 605 ½ Church Street, in the City of Georgetown, South Carolina. This property contains a building owned by the Georgetown County Alano Club, and the Lessee shall have access to the building thereon.

4. **Rent.** Commencing on the Commencement Date, Lessee shall pay Lessor Rent (as herein after defined) at the address specified in Paragraph 17, or other such place as may be designated by Lessor. The Rent shall be **(waived)** per month, and said Rent shall be payable in advance on or before the first day of each month without notice. Rent shall not be subject to deduction or set-off.

In the event Lessee shall fail to pay the Rent or Additional Rent (as hereinafter defined) on or before the first day of the month when such rent is due, a late charge of **(waived)**, shall be paid to Lessor on the tenth day following the due date of the unpaid Rent or Additional Rent, and the same shall be treated as Additional Rent. "Additional Rent" shall be any and all sums of money or charges other than Rent required to be paid by Lessee under the terms of the Agreement, whether designated as additional rent of not.

In the event Lessee fails to remit such Rent or Additional Rent, the same may be deducted from the Lessee's Security Deposit.

Nothing herein shall relieve Lessee of the obligation to pay Rent, additional Rent, or any other payment on or before the date on which any such payment is due, nor in any way limit Lessor's remedies under this Agreement or at Law in the event said Rent o other payment is unpaid.

End of Term. Upon expiration of the Term or other termination of this Agreement, Lessee shall quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall remove from the property all of its property, to include any improvements to the property.

5. **Security Deposit.** Upon the execution of this agreement, Lessee shall pay to Lessor a Security Deposit in the amount of **(waived)**. Said Security Deposit shall be held by Lessor to ensure faithful performance to this Agreement. Upon termination of this lease, Lessor shall promptly inspect the leased premises and if damages exist, ordinary wear excepted, cause such damages to be repaired with cost of such repairs to be accessed against the security deposit. If during the term of the lease, Lessor is required to make repairs for damages determined to be caused due to fault of the Lessee or his/her family, invitees or guest, the cost thereof may be deducted from the security deposit. In such event, Lessee shall have fifteen (15) days to restore said security deposit in its full sum. Failure to restore the security deposit shall constitute a breach of this Agreement.

6. **Fees and Taxes.** Lessee's obligation under this paragraph shall include, without limitation, payments of any and all charges, taxes or fees imposed by Federal, State or Local governments, or any agencies thereof, on or in connection with this lease or resulting from or arising out of Lessee's use or occupancy of the leasehold premises.

7. **Services Provided.** Lessor agrees to provide reasonable access to the property.

8. **Maintenance.** Lessee shall keep the property clean and free of all trash and debris at all times.

9. **Activities.** Lessee agrees that the activities on this property shall be limited solely to: Group Meetings.

10. **Sublease/Assignment.** Lessee agrees not to assign any interest of Lessee hereunder or sublet, license or permit any other party or parties to occupy any portion of the property.

11. **Right of Entry.** Lessor shall have the right for its employees and authorized representatives to enter the property for the purpose of inspecting or protecting such premises and of doing any and all things which Lessor may deem necessary for the proper conduct and operation.

12. **Insurance.** Lessee agrees to maintain, at its own expense, liability insurance. The insurance required by this Agreement shall, at a minimum, be issued by

insurance companies authorized to do business in the State of South Carolina, with a financial rating of at least an A+3A status as rated in the most recent edition of Bests Insurance Reports. Lessee agrees to furnish Lessor with a copy of certificates of binders evidencing the existence of the insurance required herein within forty-five (45) days of the execution of this contract. Lessor must receive at least ten (10) days' prior written notice of any cancellation of Lessee's insurance coverage. Failure to maintain insurance coverage as stated above shall constitute a breach of this Agreement.

13. **Casualty.** In the event the leased property or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the leased property is not rendered untenantable by such damage.

14. **DISCLAIMER OF LIABILITY AND HOLD HARMLESS.** LESSOR HEREBY DISCLAIMS, AND LESSEE HERBY RELEASES LESSOR FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS AGREEMENT. LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FOR ANY AND ALL NEGLIGENT ACTS BY THE LESSEE, ITS INVITEES, AGENTS, MEMBERS AND EMPLOYEES THAT RESULT IN A CLAIM AGAINST LESSOR THAT MAY RESULT IN DAMAGES IN TORT OR CONTRACT. NOTWITHSTANDING THE FOREGOING, LESSOR SHALL ONLY BE LIABLE FOR LOSSES, DAMAGES OR INJURIES SUSTAINED ONLY BY THE LESSOR, ITS EMPLOYEES OR AGENTS, CAUSED BY THE NEGLIGENCE, GROSS OR NOT, OR INTENTIONAL ACTS OF LESSOR OR LESSOR'S EMPLOYEES. THE PARTIES DO, HOWEVER, HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES DUE TO THE NEGLIGENCE OF THE LESSEE, WHETHER IN CONTRACT OR TORT, SUCH AS BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE PREMISES OR ANY ATTORNEY'S FEES ASSOCIATED WITH A CLAIM ARISING FROM THE NEGLIGENCE OF THE LESSEE.

15. **Default.** In the event that Lessee breaches any term or provision of this Agreement including but not limited to, failure to pay Rent or Additional Rent, Lessor shall have all rights provided by law for termination of this Agreement and possession of the premises. Furthermore, Lessee agrees to pay all Lessor's expenses, including attorney's frees, in enforcing any of the obligations of this Agreement, or in any proceedings of litigation in which Lessor shall become involved without his fault, by reason of the Agreement.

16. **Thirty (30) Day Termination.** Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty (30) days' prior written notice to the other party.

17. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of South Carolina. Any litigation arising out of this agreement shall

be resolved through the 15th Judicial Circuit court of South Carolina in Georgetown County.

18. **Relationship of Parties.** The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

19. **Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

20. **Notices.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

Lessor:

Sel Hemingway
County Administrator
Georgetown County
716 Prince Street
Georgetown, SC 29440

Lessee:

_____
_____
_____
_____

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

21. **Waiver.** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Successors Bound.** This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

23. **Severability.** If a provision hereof shall be finally declared void or illegal by any court of agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement to be signed and sealed the day and year first above written.

WITNESS **LESSOR: GEORGETOWN COUNTY**

_____ By: _____

_____ Its: County Administrator

WITNESS **LESSEE: ALANO CLUB**

_____ By: _____

_____ Its: _____

Item Number:	11.e
Meeting Date:	9/11/2018
Item Type:	SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:
Ordinance No. 2018-25 - An amendment of Article XV, Administration, Enforcement, Complaints and Remedies, Section 1500 of the Zoning Ordinance to address enforcement of the ordinance.

To clearly establish that the department director, Director of Planning and Code Enforcement, has the authority to make decisions regarding the interpretation and enforcement of the Zoning Ordinance.

CURRENT STATUS:
The Zoning Ordinance states that the Zoning Administrator is responsible for the enforcement of the Ordinance. The Director of Planning and Code Enforcement, who indirectly supervises the Zoning Administrator, is not mentioned in the Zoning Ordinance.

POINTS TO CONSIDER:
1. Article XV, Section 1500 of the Zoning Ordinance states that the Zoning Administrator is responsible for the enforcement of the Zoning Ordinance. The proposed amendment is not intended to change that duty but does recognize that the department director, who the Zoning Administrator reports to, has the authority to make final decisions regarding enforcement of the ordinance.

2. No issues have arisen in the past that were not discussed and debated between the Zoning Administrator and the Director that were not agreed upon as a team approach. However, the way the ordinance is written creates a legal issue in some minds that the director has no role in zoning decisions.

3. The proposed amendment is intended to clearly state that it is included in the job duties of the department director that he or she is responsible for the enforcement of the Zoning Ordinance and may delegate such duties to the Zoning Administrator.

4. Staff recommended that Section 1500 of the Zoning Ordinance be amended as shown on the attached ordinance.

5. The Planning Commission held a public hearing on this issue at their July 19, 2019 meeting. No one came forward to speak. The Commission voted 6 to 0 to recommend approval for the proposed ordinance change.

FINANCIAL IMPACT:
Not applicable

OPTIONS:
1. Approve as recommended by PC.
2. Deny request.
3. Approve an amended request.
4. Defer action.
5. Remand to PC for further study.

STAFF RECOMMENDATIONS:
Approve as recommended by PC

ATTORNEY REVIEW:
Yes

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-25 Amendment to Zoning Ordinance regarding Enforcement Duties	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2018-25**
COUNTY OF GEORGETOWN)

AN ORDINANCE TO AMEND ARTICLE XV, ADMINISTRATION, ENFORCEMENT, COMPLAINTS AND REMEDIES, SECTION 1500, ADMINISTRATION AND ENFORCEMENT, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XV, SECTION 1500, ADMINISTRATION AND ENFORCEMENT OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA BE AMENDED TO READ AS FOLLOWS:

1500. **Administration and Enforcement.** The Georgetown County Administrator shall delegate the administration and enforcement of the Zoning Ordinance to the Director of Planning and Code Enforcement. Such Director may designate a Zoning Administrator, however, the Director of Planning and Code Enforcement shall not divest him/herself of any of the powers and duties of the Zoning Administrator found within this ordinance.

If the Zoning Administrator shall find that any of the provisions of this ordinance are being violated, he or she shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He or she shall order discontinuance of illegal uses of land, buildings or structures or of illegal additions, alterations, or structural changes, discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to ensure

DONE, RATIFIED AND ADOPTED THIS 25th DAY OF SEPTEMBER, 2018

_____ (SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-25, has been reviewed by me and is hereby approved as to form and legality.

_____

Wesley P. Bryant
Georgetown County Attorney

First Reading: August 28, 2018

Second Reading: September 11, 2018

Third Reading: September 25, 2018

Item Number:	11.f
Meeting Date:	9/11/2018
Item Type:	SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
ORDINANCE NO. 2018-26 - AN ORDINANCE REVISING AND AMENDING ORDINANCE 2013-08 PERTAINING TO REVENUES DERIVED FROM SUNDAY SALES OF ALCOHOLIC BEVERAGES WITHIN GEORGETOWN COUNTY

CURRENT STATUS:
Prior to 1997, Sunday Sales of alcoholic beverages was approved by the electorate in Georgetown County. Fees associated with the sales are collected by the Department of Revenue and remitted to the County.

POINTS TO CONSIDER:
Currently, remitted fees are designated into two separate funds, one for the Murrells Inlet area, and the other for the remaining areas within the county. Murrells Inlet fees account for almost 50% of the total fees remitted.

In 1997, Georgetown County Council adopted an ordinance authorizing the fees generated in the Murrells Inlet Community to be designated and spent within the same area upon approval by County Council.

FINANCIAL IMPACT:
Revenue collected from Sunday Sales Fees may only be spent in accordance with statutory authorizations.

OPTIONS:
1. Adopt Ordinance No. 2018-26.
2. Do not adopt Ordinance No. 2018-26.

STAFF RECOMMENDATIONS:
Recommendation for the adoption of Ordinance No. 2018-26 and continue practice that has been in place since 1997.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-26 - An Ordinance to Amend Ordinance No. 2013-08 Pertaining to Sunday Sales	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-26

AN ORDINANCE REVISING AND AMENDING ORDINANCE 2013-08 PERTAINING TO REVENUES DERIVED FROM SUNDAY SALES OF ALCOHOLIC BEVERAGES WITHIN GEORGETOWN COUNTY

WHEREAS, pursuant to South Carolina Code of Laws §61-6-2010 and §61-4-120 (as amended), the electorate of Georgetown County have previously approved the sale of alcoholic beverages in Georgetown County on Sundays; and

WHEREAS, the statutes provide for payment of a processing fee and a daily permit fee for each day for which a permit is approved; and

WHEREAS, such statutes provide that the monies collected be remitted to the County in which the retailer who paid the fee is located; and

WHEREAS, the statutes provide that the money so remitted be used for specific purposes enumerated in S. C. Code §61-6-2010; and

WHEREAS, the Georgetown County Council, by ordinance, has previously approved the Sunday sales fees be directed and spent without the Murrells Inlet Community area; and

WHEREAS, after due consideration Georgetown County Council has determined that the permit fees generated in the Murrells Inlet community of Georgetown County be spend solely within said community for the purposes enumerated in §61-6-2010.

NOW, THEREFORE, BE IT ORDAINED, RESOLVED, AND DECREED AS FOLLOWS:

a. The area of Georgetown County described generally as bounded on the north by the Horry County line, east by the salt creek, south by a line running east to west from the Waccamaw River to the salt creek parallel to the Horry County line and bisecting the intersection of Highway 17 Business and Highway 17 Bypass on the southside of the Murrells Inlet Community and on the west by all properties fronting on U. S. Highway 17 Bypass shall be the area subject to this ordinance;

b. All Sunday sales permit fees generated from any business establishments located within the above described geographical area shall be returned by Georgetown County to be spent within this area for improvements and the other purposes enumerated in §61-6-2010; and

c. The monies shall be directed to be spent by the Georgetown County Council; and

d. All Sunday sales permit monies collected from the above described geographical area shall be paid into a separate county fund earmarked for Murrells Inlet Revitalization and held therein until spent under the provision of Paragraphs "b" and "c" above.

e. This ordinance shall automatically terminate on June 30, 2023 unless renewed or amended by Georgetown County Council prior to termination.

f. This ordinance shall retroactively take effect on July 1, 2018.

DONE, RATIFIED AND ADOPTED THIS __ DAY OF _____, 2018.

_____(Seal)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd, Clerk to Council

This Ordinance, No. 2018-26, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Item Number:	11.g
Meeting Date:	9/11/2018
Item Type:	SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
ORDINANCE NO. 2018-28 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (BUCKSPORT MARINE INDUSTRIAL PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF *AD VALOREM* TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

CURRENT STATUS:
Georgetown County is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks.

POINTS TO CONSIDER:
The use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

It is the purpose of Ordinance No. 2018-28 to authorize and approve a multi-county park agreement with Horry County for approximately 47.91 acres located in Horry County known and identified as the Bucksport Marine Industrial Park, all as more fully described in Exhibit A to the multi-county park agreement.

By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement.

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

OPTIONS:
1. Adopt Ordinance No. 2018-28.
2. Do not adopt Ordinance No. 2018-28.

STAFF RECOMMENDATIONS:
Recommendation for the adoption of Ordinance No. 2018-28 to authorize and approve a multi-county park agreement with Horry County for approximately 47.91 acres located in Horry County known and

park agreement with Horry County for approximately 47.91 acres located in Horry County known and identified as the Bucksport Marine Industrial Park.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No 2018-28 To Authorize a MCIP Bucksport	Ordinance
🗋	MCIP Agreement with Horry County - Bucksaport	Backup Material

DRAFT – August 13, 2018

STATE OF SOUTH CAROLINA	)	
	)	**ORDINANCE NO. 2018-28**
COUNTY OF GEORGETOWN	)	

AN ORDINANCE

TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (BUCKSPORT MARINE INDUSTRIAL PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF *AD VALOREM* TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

BE IT ORDAINED BY THE COUNCIL OF GEORGETOWN COUNTY, SOUTH CAROLINA:

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

(1) the County is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks ("multi-county parks"); and

(2) the use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

B. It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Horry County for approximately 47.91 acres located in Horry County known and identified as the Bucksport Marine Industrial Park, all as more fully described in Exhibit A to the multi-county park agreement (the "Park").

Section 2. Approval of Park Agreement.

The County Administrator is authorized, empowered and directed, in the name of and on behalf of Georgetown County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Horry County (the "Agreement"). The Clerk to Council is authorized to attest the execution of the Agreement by the County Administrator. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance as if the Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the County Administrator determines, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Agreement.

Section 3. Imposition of Fee In Lieu of Tax.

The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the

Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4. Applicable Ordinances and Regulations.

The ordinances and regulations of Horry County concerning zoning, health and safety, and building code requirements apply to the Park properties in Horry County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Georgetown County concerning zoning, health and safety, and building code requirements apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Horry County is vested with the Horry County Police Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Georgetown County is vested with the Sheriff's Office of Georgetown County. If any of the Park properties located in either Horry County or Georgetown County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenues.

A. Revenues generated from industries or businesses located in the Georgetown County portion of the Park to be retained by Georgetown County shall be distributed within Georgetown County in accordance with this subsection.

(1) first, unless the County elects to pay or credit the same from only those revenues which the County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by the County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended, payable in whole or in part by or from revenues generated from the property;

(2) second, at the option of the County, to reimburse the County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the industries and businesses located therein; and

(3) third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

B. Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

C. Revenues generated from industries or businesses located in the Horry County portion of the Park shall be retained by Georgetown County for its use.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained in the Georgetown County Code or other County ordinances and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 9. Effective Date.

This ordinance is effective upon third reading.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

_____
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-__, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant
Georgetown County Attorney

First Reading:
Second Reading:
Third Reading:

<u>Exhibit A</u> to Ordinance No. 2018-__

Agreement for the Development
of a
Joint Industrial and Business Park
(Horry County and Georgetown County)

Bucksport Marine Industrial Park

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA	**)**	
	)	**AGREEMENT FOR THE DEVELOPMENT**
	)	**OF A JOINT INDUSTRIAL**
COUNTY OF HORRY	**)**	**AND BUSINESS PARK**
COUNTY OF GEORGETOWN	**)**	

This multi-county park agreement applies to approximately 47.91 acres in Horry County known as the Bucksport Marine Industrial Park, all as more fully described in Exhibit A (Horry) to this Agreement.

This multi-county park agreement applies to the following properties in Georgetown County: none.

More specific information on the properties may be found in the body of this agreement and in the exhibits.

This AGREEMENT for the development of a joint industrial and business park to be located initially within Horry County is made and entered into as of the ___ day of _____, 2018, by and between Horry County and Georgetown County.

R E C I T A L S:

WHEREAS, Horry County, South Carolina ("Horry County") and Georgetown County, South Carolina ("Georgetown County"), are contiguous counties which, pursuant to Ordinance No. 2018-__, adopted by the Georgetown County Council on _____ __, 2018, and Ordinance 76-18, adopted by Horry County Council on _____ __, 2018 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established, initially in Horry County, a Joint County Industrial and Business Park (the "Park"), to be located upon the property described in Exhibit A (Horry) hereto; and

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

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

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Georgetown County and Horry County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code") satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of properties located in Horry County, as further identified in Exhibit A (Horry) to this Agreement. As of the date of this Agreement, no properties are located in Georgetown County, as further identified in Exhibit B (Georgetown) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

(C) Prior to the adoption by the Georgetown County Council and by the Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by the Horry County Council and by the Georgetown County Council. Notice of such public hearings shall be published in newspapers of general circulation in Horry County and Georgetown County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be provided at least fifteen (15) days prior to such public hearing upon the owner and, if applicable and known, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

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

5. Allocation of Expenses. Horry County and Georgetown County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Horry County or Georgetown County incurs such expenses and costs, in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	100%
(2)	Georgetown County	0%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	0%
(2)	Georgetown County	100%

6. Allocation of Revenues. Georgetown County and Horry County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	99%
(2)	Georgetown County	1%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	1%
(2)	Georgetown County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of *ad valorem* property taxes shall be distributed to Horry County and to Georgetown County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Georgetown County or Horry County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (*i*) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (*ii*) with respect to amounts received in any

fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Georgetown County by way of fees in lieu of taxes generated within Horry County shall be distributed solely to Georgetown County. Revenues allocated to Horry County by way of fees in lieu of taxes generated within Georgetown County shall be distributed solely to Horry County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Horry County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Horry County portion of the Park and the terms of such agreements shall be at the sole discretion of Horry County. It is further agreed that entry by Georgetown County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Georgetown County portion of the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Horry County and Georgetown County agree that this Agreement terminates on December 31, 2068.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below found.

GEORGETOWN COUNTY, SOUTH CAROLINA

(Seal)

_____
Sel Hemingway, County Administrator

ATTEST:

DATE:_____

_____
Theresa Floyd, Clerk to Council

HORRY COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

HORRY COUNTY, SOUTH CAROLINA

(Seal)

_____
Chris Eldridge, County Administrator

ATTEST:

DATE:_____

_____
Patricia S. Hartley, Clerk to Council

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EXHIBIT A (Horry)

Horry County Properties

The following property located in Horry County is included in the Bucksport Marine Industrial Park Multi-County Park:

All and Singular, all those pieces, parcels or tracts of land lying, being and situate in Bucks Township, Horry County, South Carolina designated as Parcel 1 containing 19.25 acres (+/-), Parcel 2 containing 14.36 acres (+/-) and Parcel 3 containing 14.30 acres (+/-) and more fully shown and described on a "Subdivision Plat of 47.91 AC. +/- for Bucksport Marine Park Phase 1" prepared for Grand Strand Water & Sewer Authority by Thomas & Hutton on November 22, 2017 and recorded January 24, 2018 in Plat Book 279, at Page 129, office of the Register of Deeds for Horry County, South Carolina (the "Plat"), said Plat being made a part and parcel hereof by reference thereto.

This is a portion of the property conveyed to Grand Strand Water & Sewer Authority by the following: (A) deed from E.A. Dorman, et al recorded in Deed Book 1298, at Page 606; and (B) deed from Weaver Five, LLC recorded in Deed Book 3447, at Page 1344.

PIN Nos. 451-00-00-0007 (19.25 acres), 451-00-00-0008 (14.36 acres), and 451-00-0009 (14.3 acres).

EXHIBIT B (Georgetown)

Georgetown County Properties

NONE.

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Item Number:	11.h
Meeting Date:	9/11/2018
Item Type:	SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
ORDINANCE NO. 2018-29 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (ASCOT VALLEY COMMERCE PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF *AD VALOREM* TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

CURRENT STATUS:
Georgetown County is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks.

POINTS TO CONSIDER:
The use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

It is the purpose of Ordinance 2018-29 to authorize and approve a multi-county park agreement with Horry County for approximately 117.09 acres located in Horry County known and identified as the Ascot Valley Commerce Park, all as more fully described in Exhibit A to the multi-county park agreement.

By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement.

OPTIONS:
1. Adopt Ordinance No. 2018-29.
2. Do not adopt Ordinance No. 2018-29.

STAFF RECOMMENDATIONS:
Recommendation for the adoption of Ordinance No. 2018-29 to authorize and approve a multi-county park agreement with Horry County for approximately 117.09 acres located in Horry County known and identified as the Ascot Valley Commerce Park.

ATTACHMENTS:

Description	Type

Ordinance No. 2018-29 To Authorize MCP Ascot Valley	Ordinance
Ascot Valley MCP Agreement	Backup Material

DRAFT – August 13, 2018

STATE OF SOUTH CAROLINA	)	
	)	**ORDINANCE NO. 2018-29**
COUNTY OF GEORGETOWN	)	

AN ORDINANCE

TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (ASCOT VALLEY COMMERCE PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF *AD VALOREM* TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

BE IT ORDAINED BY THE COUNCIL OF GEORGETOWN COUNTY, SOUTH CAROLINA:

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

(1) the County is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks ("multi-county parks"); and

(2) the use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

B. It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Horry County for approximately 117.09 acres located in Horry County known and identified as the Ascot Valley Commerce Park, all as more fully described in Exhibit A to the multi-county park agreement (the "Park").

Section 2. Approval of Park Agreement.

The County Administrator is authorized, empowered and directed, in the name of and on behalf of Georgetown County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Horry County (the "Agreement"). The Clerk to Council is authorized to attest the execution of the Agreement by the County Administrator. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance as if the Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the County Administrator determines, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Agreement.

Section 3. Imposition of Fee In Lieu of Tax.

The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the

Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4. Applicable Ordinances and Regulations.

The ordinances and regulations of Horry County concerning zoning, health and safety, and building code requirements apply to the Park properties in Horry County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Georgetown County concerning zoning, health and safety, and building code requirements apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Horry County is vested with the Horry County Police Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Georgetown County is vested with the Sheriff's Office of Georgetown County. If any of the Park properties located in either Horry County or Georgetown County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenues.

A. Revenues generated from industries or businesses located in the Georgetown County portion of the Park to be retained by Georgetown County shall be distributed within Georgetown County in accordance with this subsection.

(1) first, unless the County elects to pay or credit the same from only those revenues which the County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by the County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended, payable in whole or in part by or from revenues generated from the property;

(2) second, at the option of the County, to reimburse the County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the industries and businesses located therein; and

(3) third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

B. Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

C. Revenues generated from industries or businesses located in the Horry County portion of the Park shall be retained by Georgetown County for its use.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained in the Georgetown County Code or other County ordinances and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 9. Effective Date.

This ordinance is effective upon third reading.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

_____
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-__, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant
Georgetown County Attorney

First Reading:
Second Reading:
Third Reading:

<u>Exhibit A</u> to Ordinance No. 2018-__

Agreement for the Development
of a
Joint Industrial and Business Park
(Horry County and Georgetown County)

Ascot Valley Commerce Park

See attached.

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STATE OF SOUTH CAROLINA	**)**	
	)	**AGREEMENT FOR THE DEVELOPMENT**
	)	**OF A JOINT INDUSTRIAL**
COUNTY OF HORRY	**)**	**AND BUSINESS PARK**
COUNTY OF GEORGETOWN	**)**	

This multi-county park agreement applies to one (1) parcel in Horry County located in the Ascot Valley Commerce Park, all as more fully described in Exhibit A (Horry) to this Agreement.

This multi-county park agreement applies to the following properties in Georgetown County: none.

More specific information on the properties may be found in the body of this agreement and in the exhibits.

This AGREEMENT for the development of a joint industrial and business park to be located initially within Horry County is made and entered into as of the ___ day of _____, 2018, by and between Horry County and Georgetown County.

R E C I T A L S:

WHEREAS, Horry County, South Carolina ("Horry County") and Georgetown County, South Carolina ("Georgetown County"), are contiguous counties which, pursuant to Ordinance No. 2018-__, adopted by the Georgetown County Council on _____ __, 2018, and Ordinance 77-18, adopted by Horry County Council on _____ __, 2018 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established, initially in Horry County, a Joint County Industrial and Business Park (the "Park"), to be located upon the property described in Exhibit A (Horry) hereto; and

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

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

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Georgetown County and Horry County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code") satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of properties located in Horry County, as further identified in Exhibit A (Horry) to this Agreement. As of the date of this Agreement, no properties are located in Georgetown County, as further identified in Exhibit B (Georgetown) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

(C) Prior to the adoption by the Georgetown County Council and by the Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by the Horry County Council and by the Georgetown County Council. Notice of such public hearings shall be published in newspapers of general circulation in Horry County and Georgetown County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be provided at least fifteen (15) days prior to such public hearing upon the owner and, if applicable and known, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

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

5. Allocation of Expenses. Horry County and Georgetown County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Horry County or Georgetown County incurs such expenses and costs, in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	100%
(2)	Georgetown County	0%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	0%
(2)	Georgetown County	100%

6. Allocation of Revenues. Georgetown County and Horry County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	99%
(2)	Georgetown County	1%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	1%
(2)	Georgetown County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of *ad valorem* property taxes shall be distributed to Horry County and to Georgetown County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Georgetown County or Horry County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (*i*) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (*ii*) with respect to amounts received in any

fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Georgetown County by way of fees in lieu of taxes generated within Horry County shall be distributed solely to Georgetown County. Revenues allocated to Horry County by way of fees in lieu of taxes generated within Georgetown County shall be distributed solely to Horry County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Horry County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Horry County portion of the Park and the terms of such agreements shall be at the sole discretion of Horry County. It is further agreed that entry by Georgetown County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Georgetown County portion of the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Horry County and Georgetown County agree that this Agreement terminates on December 31, 2068.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below found.

GEORGETOWN COUNTY, SOUTH CAROLINA

(Seal)

_____
Sel Hemingway, County Administrator

ATTEST:

DATE:_____

_____
Theresa Floyd, Clerk to Council

HORRY COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

HORRY COUNTY, SOUTH CAROLINA

(Seal)

_____
Chris Eldridge, County Administrator

ATTEST:

DATE:_____

_____
Patricia S. Hartley, Clerk to Council

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EXHIBIT A

Horry County Properties

The following parcels located in the Ascot Valley Commerce Park are included in the multi-county park and are identified by the parcel identification number (PIN) used by the Horry County Assessor's Office, the Tax Map Submap number (TMS), the owner, and, if available, acreage:

1. PIN: 249-00-00-0047 (TMS: 084-00-02-057), property of South Carolina Public Service Authority, 117.09± acres.

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EXHIBIT B

Georgetown County Properties

NONE.

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Item Number:	12.a
Meeting Date:	9/11/2018
Item Type:	FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
ORDINANCE NO. 2018-30 - AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE TO THE SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES A 183 ACRE TRACT OF PROPERTY, DESIGNATED AS TAX MAP No. 03-0453-003-01-00, AND OWNED BY GEORGETOWN COUNTY

CURRENT STATUS:
Pending adoption.

POINTS TO CONSIDER:
The South Carolina Department of Natural Resources (SCDNR) has established a hunter education training program, known as “Take One Make One”, which benefits youth and young adults who have expressed an interest in learning hunting skills.

Georgetown County currently holds and has offered a tract of land consisting of approximately 183 acres (TMS No. 03-0453-003-01-00) on which it is willing to host and support "Take One Make One" activities that are beneficial to the citizens of Georgetown County.

The proposed property lease agreement with SCDNR is for a 3 year term, ending on December 31, 2021.

FINANCIAL IMPACT:
No financial impact or obligation to Georgetown County.

OPTIONS:
1. Adoption of Ordinance No. 2018-30.
2. Do not adopt Ordinance No. 2018-30.

STAFF RECOMMENDATIONS:
Recommendation for the adoption of Ordinance No. 2018-30.

ATTORNEY REVIEW:
No

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-30 Authorizing Lease to SCDNR for TOMO Program	Cover Memo
🗋	Exhibit A SCDNR Lease 2018	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO: 2018-30**
COUNTY OF GEORGETOWN)

AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE TO THE SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES A 183 ACRE TRACT OF PROPERTY, DESIGNATED AS TAX MAP No. 03-0453-003-01-00, AND OWNED BY GEORGETOWN COUNTY

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate situate in Tax District No. 03 of Georgetown County; whereon is situate a tract containing 183 acres and further identified as Tax Map No. 03-04-0453-003-01-00; and,

WHEREAS, the South Carolina Department of Natural Resources ("Lessee") is desirous of leasing said property, for the purpose of providing a hunter education training program known as "Take One Make One"; and,

WHEREAS, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County that the County enter into a lease agreement with the Lessee for a three (3) year rental period, ending on December 31, 2021.

WHEREAS, a public hearing on said lease agreement was held _____, 2018.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL:

That the following described property referred to in the Hunting Lease Agreement attached to this Ordinance as Exhibit A shall be leased unto the South Carolina Department of Natural Resources:

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect.

This ordinance shall take effect upon final approval of this ordinance.

DONE, RATIFIED, AND ADOPTED THIS _____ DAY OF _____, 2018.

_____ (Seal)
Chairman, Georgetown County Council

ATTEST:

_____
Clerk to Council

This Ordinance, No. 2018-30, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant,
Georgetown County Attorney

First Reading: September 11, 2018

Second Reading: October 9, 2018

Third Reading: October 23, 2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

HUNTING LEASE AGREEMENT
(Wild Turkey & Deer)

THIS HUNTING LEASE AGREEMENT ("Lease") is made and entered into and shall become effective on January 1, 2019 ("Effective Date") by and between Georgetown County, a political subdivision of the State of South Carolina, ("Lessor"), and the South Carolina Department of Natural Resources, an agency of the State of South Carolina ("Lessee").

The Lessee is authorized pursuant to S.C. Code Ann. § 50-3-100 to enter into this agreement subject to the terms and conditions contained herein. Furthermore, this lease is exempted from review and approval under S.C. Code Ann. §§ 1-11-55 and -65 (Supp. 2014) and Reg. 19-445.1000 pursuant to the exemption approved by the Budget and Control Board on March 26, 2002.

WHEREAS, the Lessee has established a hunter education training program, known as "Take One Make One", which benefits youth and young adults who have expressed an interest in learning such skills;

WHEREAS, the Lessor holds and has offered a tract of land on which it is willing to host and support Take One Make One activities that are beneficial to the citizens of Georgetown County; and

WHEREAS, exclusive use of a tract of land for the Take One Make One program in Georgetown County provides greater opportunities, control and safety for the participants of the program than use of public-access lands.

NOW THEREFORE, in consideration of the covenants and promises contained herein and subject to the terms and conditions set forth below, Lessor leases to Lessee the exclusive rights to hunt Wild Turkey and Deer on the following described property (the "Property"):

> That tract of land on the eastern side of North Fraser Street and bordering the Benjamin Drive, containing 183 acres, more or less, designated as Tax Map No. 03-0453-003-01-00 in the Office of the Tax Assessor for Georgetown County (Exhibit A) and having an approximate street location of 18900 North Fraser Street, Georgetown, SC. This being a reasonable depiction of the same property conveyed to the Lessor by deed which was recorded on November 13, 1987 with the Georgetown County Register of Deeds in Book 264 at Page 262. No portion of the Waste Collection and Recycling Center at 18900 North Fraser Street or fire substation at 18920 North Fraser Street are part of the leased Property.

1. Term. The term of this Lease shall commence on the Effective Date and end December 31, 2021.

2. Rent. In recognition of the benefits afforded to the citizens of Georgetown County, the Lessor waives any claim for rents under this Lease.

3. Agricultural Activities and Timberland Management. Lessor reserve the full right and authority to perform all timber and agricultural operations on the Property during the term of this Lease. Lessee's rights under this Lease are expressly subordinate to Lessor's right to manage the Property, including, without limitation, the right to cruise, thin, burn, and/or harvest timber on the Property.

4. Right of Entry. Lessee, and its guests, shall have the right to enter and use the Property for hunting purposes and incidental maintenance activities (*e.g.*-erection of deer stands / turkey blinds, limited clearing of underbrush or mowing of paths) to facilitate the uses otherwise allowed by this Lease. Lessee's use of the Property shall be limited to hosting Take One Make One hunts and the only authorized hunters shall be participants in the Take One Make One program who will be accompanied by a parent or mentor. Lessor, and its employees, agents, successors and assigns, shall have the right to enter onto the Property at any time and from time to time for any reason. Lessee agrees to utilize any gates to maintain appropriate security and access to the Property and shall provide duplicate keys to Lessor upon installation of any locks. This Lease shall not be construed to grant a general right of public access and Lessor or Lessee may post the Property with signs prohibiting trespassing in accordance with applicable law.

(a) Lessee understands that this Lease is subject to all existing easements of record that encumber the Property, including but not limited to, utility and private ingress and egress easements granted to adjacent property owners whereby adjacent property is accessed utilizing the Property. Lessee agrees its use of the Property shall not interfere with the easement rights held by others.

5. Lawful Use. Lessee shall make no unlawful or offensive use of the Property and shall comply with all federal, state, and local laws and regulations applicable to hunting and any other activities undertaken pursuant to the terms of this Lease.

6. Insurance and Liability. With respect to the Lessee's proposed use of the Property, Lessee agrees to acquire, keep, and maintain general liability insurance of no less than $1 million in coverage that provides coverage for Lessee and these proposed activities on the Property.

7. No Assignment or Subletting. Lessee may allow its guests to participate in hunting activities under this Lease, but shall not assign or sublet said rights without the prior, written consent of Lessor.

8. Lessee's Personal Property. Any and all tree stands or other hunting improvements shall be the property and sole responsibility of Lessee. Lessee shall not erect any permanent fixtures or shelters on the Property.

9. Notices. - Any notice necessary under this Lease shall be served upon the respective parties by means of certified mail, return receipt at the addresses shown below:

Georgetown County Administrator
P.O. Box 421270
Georgetown, SC 29442-4200

South Carolina
Department of Natural Resources
Office of Chief Counsel
Post Office Box 167
Columbia, South Carolina 29202

10. Termination. This Lease may be terminated by either party with 45 days prior written notice. Among other reasons, termination of this Lease may be based on non-appropriation of funds to the Lessee.

11. Entire Agreement & Amendments. This Lease contains the entire agreement among the parties with respect to the Property and supersedes all prior or contemporaneous oral or written agreements or understandings. No modification of this Lease shall be binding unless evidenced by written agreement signed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed as of the Effective Date.

LESSOR:

Georgetown County, South Carolina

_____ Date:_____
Sel Hemingway, County Administrator

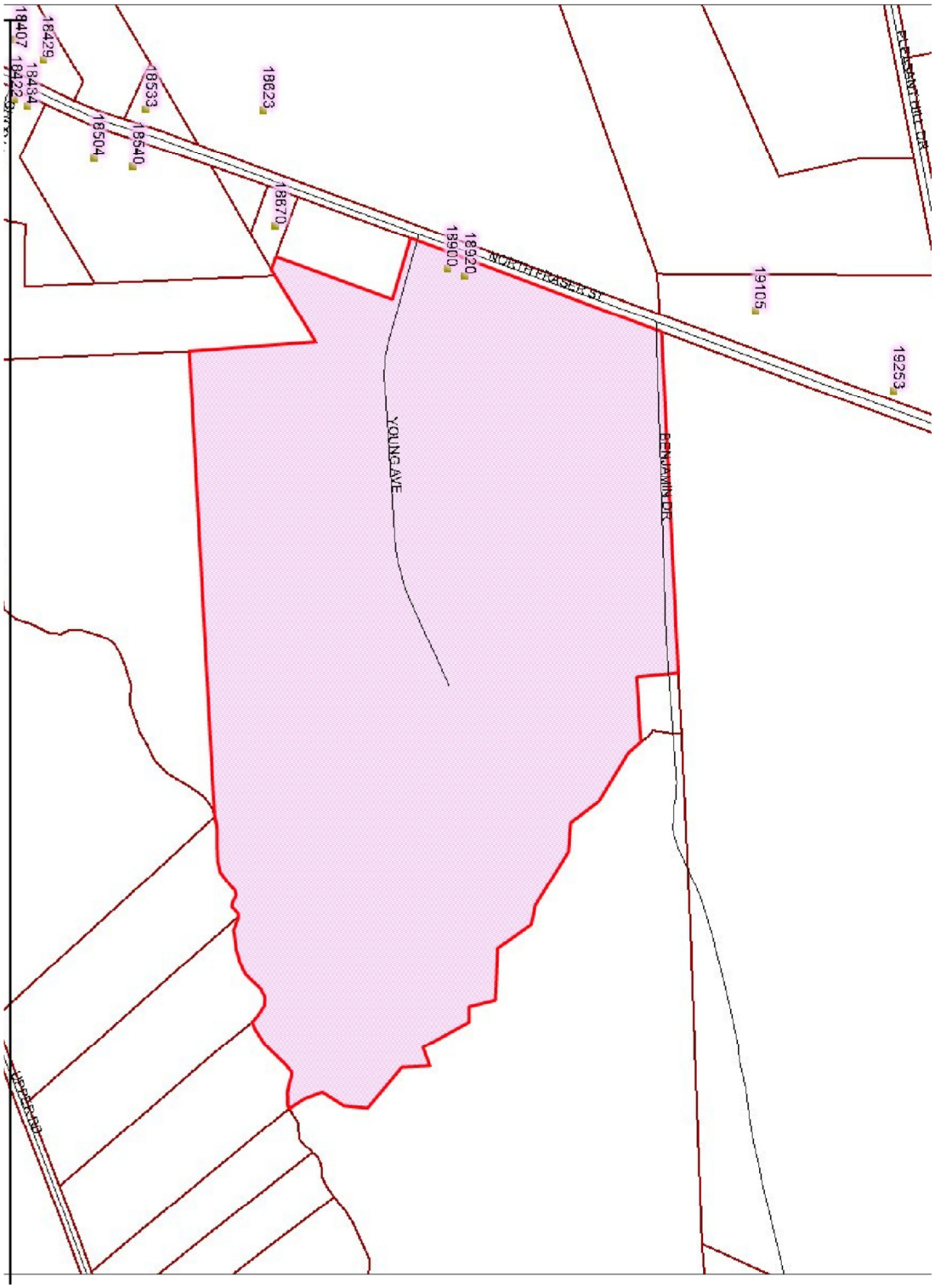
LESSEE:

South Carolina Department of Natural Resources

_____ Date:_____
Alvin A. Taylor, Director

(SCDNR 15-0058)

EXHIBIT A
(Map of Subject Property)



Item Number:	12.b
Meeting Date:	9/11/2018
Item Type:	FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:
Ordinance No. 2018-32 - To rezone two parcels located south of Claire Street at its intersection with Hardee Street near Andrews, South Carolina, identified as Tax Map Numbers 02-0125-034-00-00 and 02-0125-035-00-00, from Village 10,000 Square Foot Residential (VR-10) to General Residential (GR).

A request from Michael D. Holmes to rezone two parcels from Village 10,000 Square Feet Residential (VR-10) to General Residential (GR). The property is located on the southeast corner of Claire Street and Hardee Street near Andrews. Tax Map Numbers 02-0125-034-00-00 and 02-0125-035-00-00. Case Number REZ 7-18-21016.

CURRENT STATUS:
The property is currently zoned VR-10. The site is vacant and wooded. The parcels contain 17,000 square feet and 18,600 square feet each for a total of approximately 35,600 square feet.

POINTS TO CONSIDER:
1. The parcels proposed for rezoning are bordered by Village 10,000 Square Feet Residential (VR-10) to the east and south and General Residential (GR) zoning to the north. Property to the west of these parcels is located in the town limits of Andrews.

2. The parcels are surrounded by a mix of residential uses including mobile homes, single family structures and a multi-family development located in the Andrews town limits.

3. The parcels contain sufficient area for the GR zoning district.

4. The General Residential (GR) zoning district requires 6,000 SF for each single family parcel, 8,000 SF for each two-family parcel and a one-acre minimum for multi-family development. Rezoning to GR would allow the applicant to potentially place up to four duplex units on the tract based on acreage. Multi-family would not be an allowed use as the applicant does not have the one-acre minimum required.

5. A landscape buffer would not be required between duplexes and single family development based on Chart 2 in Article XII of the Zoning Ordinance.

6. The Georgetown County Comprehensive Plan and Future Land Use Map designate this area as medium density residential. If rezoning is recommended, the Future Land Use map will need to be amended to reflect a high-density designation. This would be in keeping with both the GR zoning across Clair Street and the multi-family use across Hardee Street from the lots in question.

7. Staff recommended approval for this request with the condition that the Future Land Use map be amended to reflect this change.

8. The Planning Commission held a public hearing on this issue at their August 16, 2018 meeting. One adjacent property owner came forward to speak with concerns about neighboring mobile home parks and existing drug problems in the area. The applicant indicated that he does not have plans for a mobile home park and he will take necessary precautions to discourage drug activity. The Commission voted 6 to 0 to recommend approval for the rezoning request from VR-10 to General Residential. The Commission also voted 6 to 0 to recommend approval to amend the Future Land Use map from medium density residential to high density residential.

FINANCIAL IMPACT:
Not applicable

OPTIONS:
1. Approve as recommended by PC
2. Deny request
3. Remand to PC for further study
4. Defer action

STAFF RECOMMENDATIONS:
Approve as recommended by PC

ATTORNEY REVIEW:
Yes

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-32 - To rezone two parcels located south of Claire Street at its intersection with Hardee Street near Andrews	Ordinance
🗋	Attachments - Holmes rezoning	Backup Material

STATE OF SOUTH CAROLINA)
) ORDINANCE NO: 2018-32
COUNTY OF GEORGETOWN)

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GEORGETOWN COUNTY, SOUTH CAROLINA TO REZONE TWO PARCELS (APPROXIMATELY 35,600 SQUARE FEET) LOCATED ON THE SOUTHEAST CORNER OF CLAIRE STREET AND HARDEE STREET NEAR ANDREWS AND FURTHER IDENTIFIED AS TAX MAP NUMBERS 02-0125-034-00-00 AND 02-0125-035-00-00 FROM 10,000 SQUARE FOOT VILLAGE RESIDENTIAL (VR-10) TO GENERAL RESIDENTIAL (GR).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, IN COUNTY COUNCIL ASSEMBLED:

To rezone two parcels of land located on the southeast corner of Claire Street and Hardee Street near Andrews from VR-10 to GR as shown on the attached map. Tax Map Numbers 02-0125-034-00-00 and 02-0125-035-00-00.

DONE, RATIFIED AND ADOPTED THIS _____DAY OF _____, 2018.

_____ (Seal)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No.2018-32, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

REZ-7-18-21016

7/2/18
Talked to
Mr. Holmes regarding
rezoning application
AB

129 Screven St. Suite 222
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

PROPOSED ZONING AMENDMENT

COMPLETED APPLICATIONS FOR ZONING AMENDMENTS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

THE APPLICANT IS REQUESTING: (Indicate one)

( ) A change in the Zoning Map.

( ) A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you area requesting the change to:

Tax Map (TMS) Number: 02-0125-034-00-00 02-0125-035-00-00 AB

Street Address: Clair ST.

City / State / Zip Code: Andrews, S.C, 29510

Lot Dimensions/ Lot Area: _____

Plat Book / Page: DD-016

Current Zoning Classification: VR-10

Proposed Zoning Classification: GR AB

Property Owner of Record:

Name: _____

Address: 503 East Cherry

City/ State/ Zip Code: Andrews, S.C. 29510

Telephone/Fax Numbers: 843 543-1448

E-mail: h64douglas@yahoo.com

Signature of Owner / Date: Michael D. Holmes

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

Agent of Owner:

Name: Michael D. Holmes

Address: 503 East Cherry St.

City / State / Zip Code: Andrews, S.C. 29510

Telephone/Fax: 843 543-1448

E-mail: h64douglas@yahoo.com

Signature of Agent/ Date: Michael D. Holmes

Signature of Property Owner: Michael D. Holmes

Contact Information:

Name: Michael D. Holmes

Address: 503 East Cherry St. Andrews S.C. 29510

Phone / E-mail: 843 543-1448

envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**

2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org or include with your application.

Michael D. Holme
Property Location
REZ 7-18-21016

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Michael D. Holmes

Lot Lines

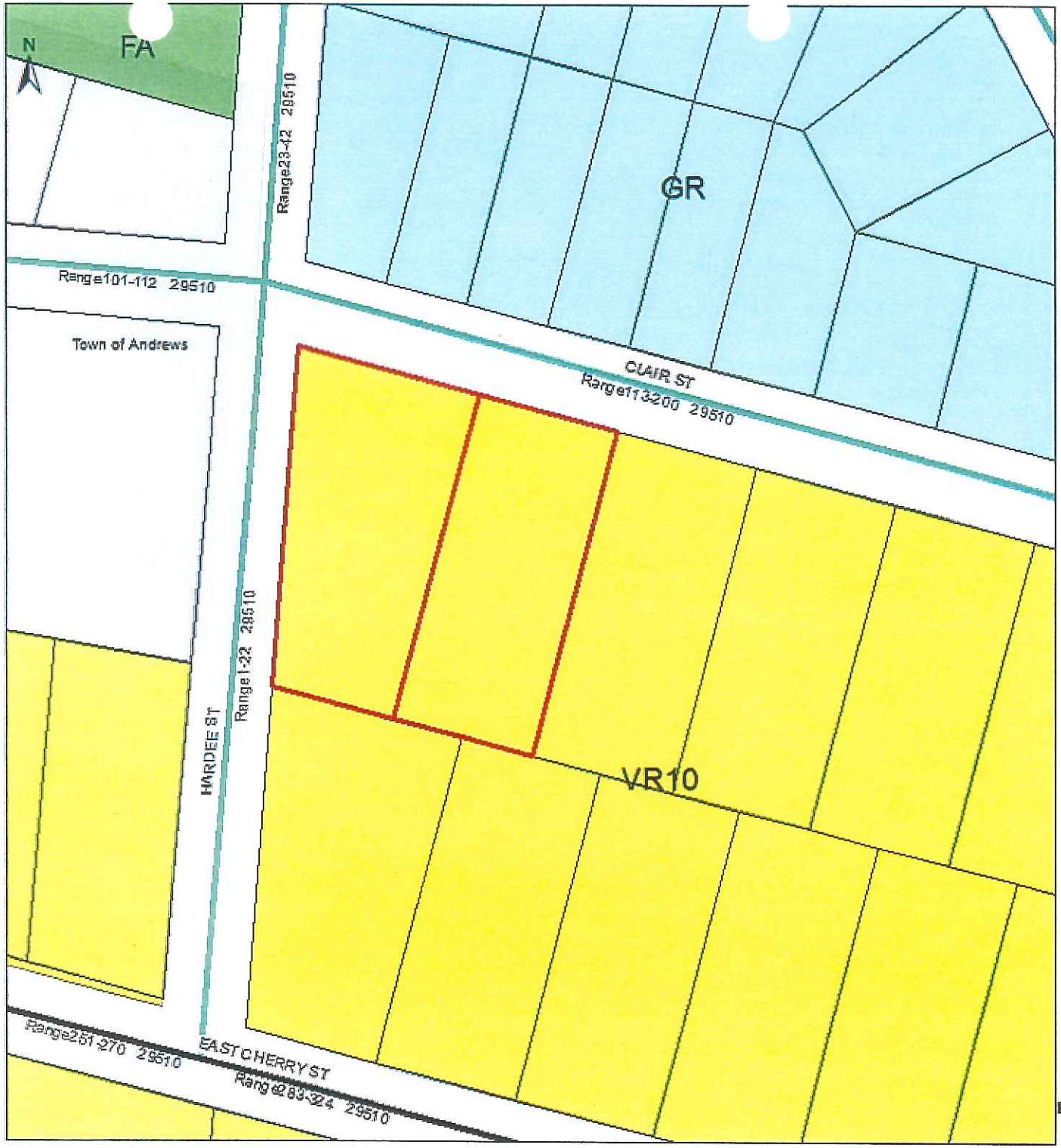
Railroads

Landmarks

Municipalities

0 25 50 100 150 200
Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Michael D. Holme Property Zoning REZ 7-18-21016

Legend

Streets

MaintainedBy

County

Private

State

Michael D. Holmes

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CI

PA

PA/C

PA/R

GC

GB

GB/A

HI

LI

MHP

MR10

NC

OC

PA

PD

R1

R1/AC

R10

R1AC

R2

R2/MAS

R3

R4

RC

RG

RR

RS

RVS

VR10

Municipalities

0 25 50 100 150 200 Feet

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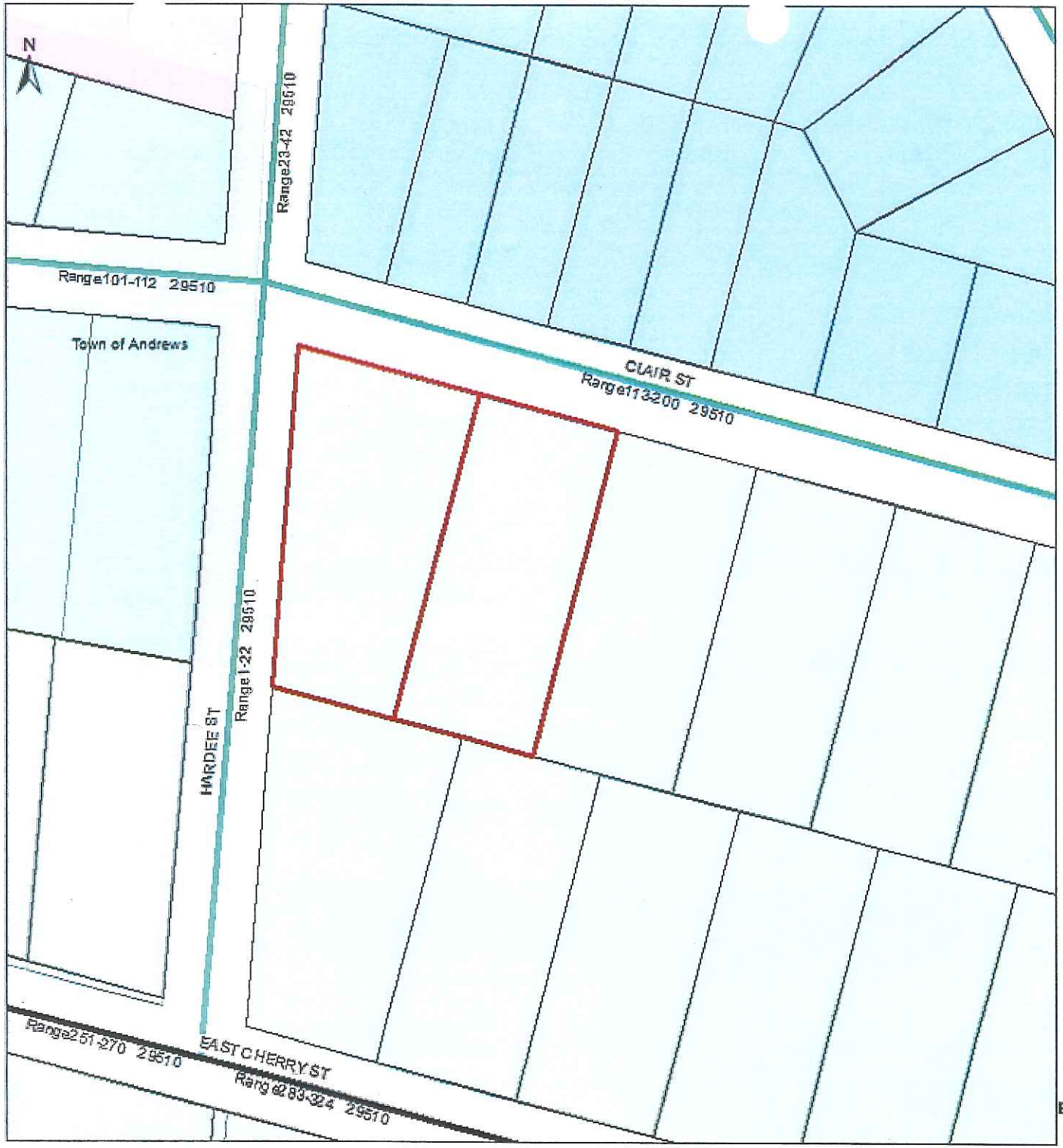

Michael D. Holme Property FLU Map REZ 7-18-21016

Legend

Streets

<all other values>

MaintainedBy

- County
- Private
- State
- Michael D. Holmes
- Lot Lines
- Railroads
- Landmarks

Future Landuse

FUTURE_LAN

- CITY OF GEORGETOWN
- COMMERCIAL
- CONSERVATION PRESERVATION
- EASEMENT
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- POND
- PRIVATE RECREATIONAL
- PUBLIC RECREATIONAL
- PUBLIC/SEMI-PUBLIC
- TOWN OF ANDREWS
- TOWN OF PI
- TRANSITIONAL

Municipalities

0 25 50 100 150 200 Feet

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Michael D. Holme
Property Aerial
REZ 7-18-21016

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Michael D. Holmes

Lot Lines

Railroads

Landmarks

sde.SDE.Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 25 50 100 150 200 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Michael D. Holmes to rezone two parcels from 10,000 Square Feet Residential (VR-10) to General Residential (GR). The property is located south of Claire Street at its intersection with Hardee Street in Andrews. TMS # 02-0125-034-00-00 and 02-0125-035-00-00. Case Number REZ 7-18-21016.

The Planning Commission will be reviewing this request on **Thursday, August 16, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Michael D. Holmes filed a request to rezone two parcels at the corner of Claire Street and Hardee Street in Andrews from Village 10,000 Square Feet Residential (VR-10) to General Residential (GR); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area for medium density residential development;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcels 02-0125-034-00-00 and 02-0125-035-00-00 as high density residential.

ADOPTION OF THE FOREGOING RESOLUTION moved by_____, seconded by _____ , and after discussion, upon call vote thereon, the vote was as follows:

Those in favor –

Those opposed –

_____
Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

_____
Tiffany Coleman
Georgetown County Planning

Item Number:	12.c
Meeting Date:	9/11/2018
Item Type:	FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:
Ordinance No. 2018-31 - To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of two parcels located on the southeast corner of Claire Street and Hardee Street near Andrews further identified as Tax Map Parcels 02-0125-034-00-00 and 02-0125-035-00-00 from Medium Density Residential to High Density Residential.

CURRENT STATUS:
The parcels are currently designated as medium density residential.

POINTS TO CONSIDER:
Michael D. Holmes made a request to rezone two parcels totaling approximately 35,600 square feet from Village 10,000 Square Foot Residential (VR-10) to General Residential (GR). The Planning Commission unanimously recommended approval for this request at their August 18, 2018 meeting with the condition that the Future Land Use map be amended to reflect a high density classification.

FINANCIAL IMPACT:
Not applicable

OPTIONS:
1. Approve as recommended by PC
2. Deny request
3. Remand to PC for further study
4. Defer action

STAFF RECOMMENDATIONS:
Approve as recommended by PC

ATTORNEY REVIEW:
Yes

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-31 Amendment to FLU Holmes	Ordinance
🗋	Attachments - Holmes FLU	Backup Material

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO: 2018-31**
COUNTY OF GEORGETOWN)

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP, REGARDING TWO PARCELS LOCATED ON THE SOUTHEAST CORNER OF CLAIRE STREET AND HARDEE STREET NEAR ANDREWS (TMS 02-0125-034-00-00 AND 02-0125-035-00-00).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED:

To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of two parcels located on the southeast corner of Claire Street and Hardee Street near Andrews further identified as tax map parcels 02-0125-034-00-00 and 02-0125-035-00-00 from medium density residential to high density residential. See the attached map.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

_____ (SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-31, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Michael D. Holmes filed a request to rezone two parcels at the corner of Claire Street and Hardee Street in Andrews from Village 10,000 Square Feet Residential (VR-10) to General Residential (GR); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area for medium density residential development;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcels 02-0125-034-00-00 and 02-0125-035-00-00 as high density residential.

ADOPTION OF THE FOREGOING RESOLUTION moved by_____, seconded by _____ , and after discussion, upon call vote thereon, the vote was as follows:

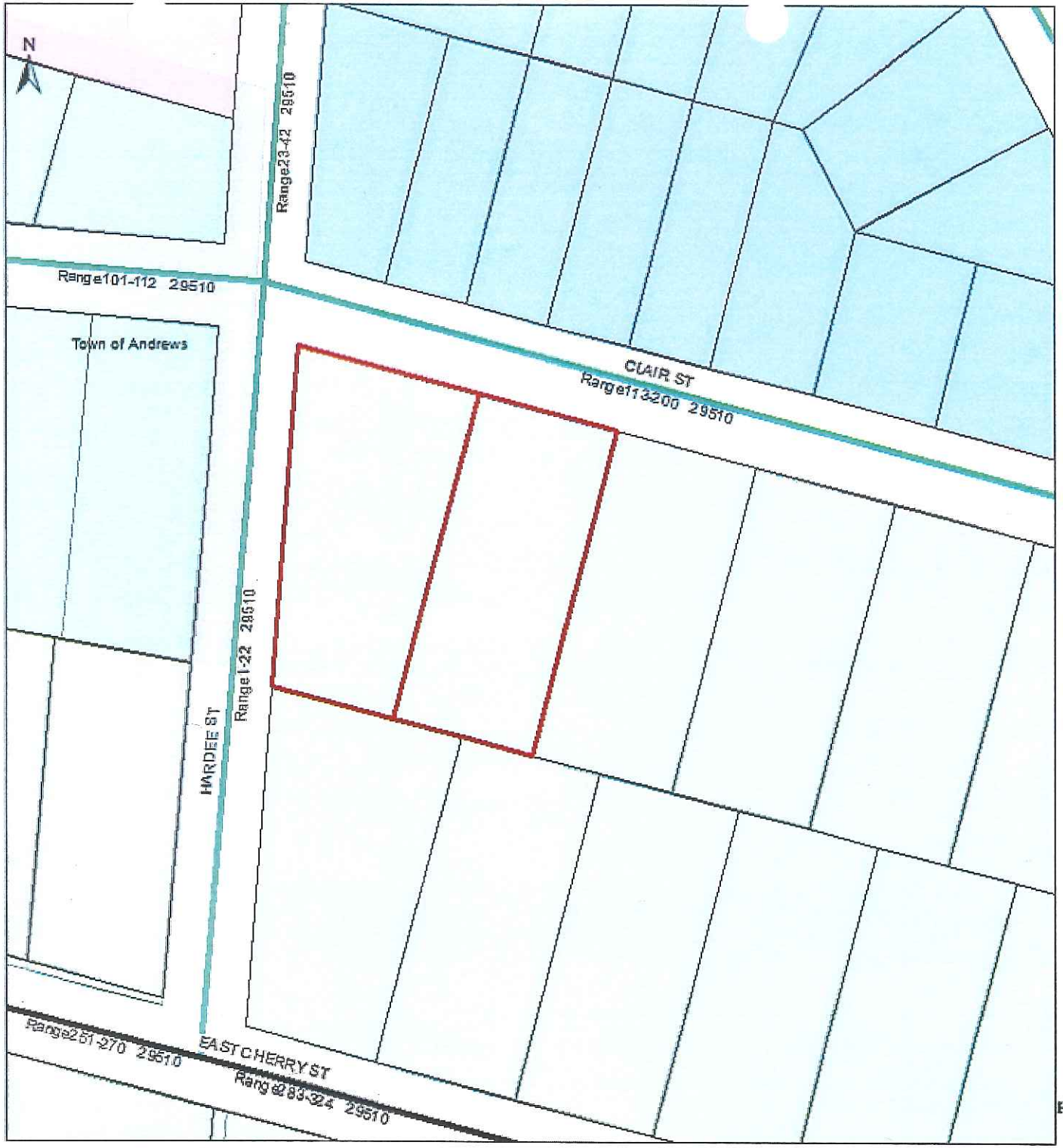
Those in favor –

Those opposed –

_____
Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

_____
Tiffany Coleman
Georgetown County Planning



Michael D. Holme Property FLU Map REZ 7-18-21016

Legend

Streets

- <all other values>

MaintainedBy

- County
- Private
- State
- Michael D. Holmes
- Lot Lines
- Railroads
- Landmarks

Future Landuse

FUTURE_LAN

- CITY OF GEORGETOWN
- COMMERCIAL
- CONSERVATION PRESERVATION
- EASEMENT
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- POND
- PRIVATE RECREATIONAL
- PUBLIC RECREATIONAL
- PUBLIC/SEMI-PUBLIC
- TOWN OF ANDREWS
- TOWN OF PI
- TRANSITIONAL

Municipalities

0 25 50 100 150 200 Feet

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Item Number:	15.a
Meeting Date:	9/11/2018
Item Type:	REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
National Prescription Opioid Litigation

CURRENT STATUS:
Georgetown County is in a position to join and file suit with a multitude of South Carolina counties and municipalities along with other governmental entities nationwide regarding the current national opioid crisis. The premise behind the suit stems from the opinion that opioid manufacturers and distributors used fraud, misrepresentation, and disingenuous sponsorships to knowingly maximize profits while violating federal laws. This blatant disregard for life and law has created an addiction crisis resulting in birth anomalies, overdosing, and death all while placing a tremendous burden on the public health system and governments, including first responders.

POINTS TO CONSIDER:
The Numbers:
a. DHEC has confirmed that opioid related deaths in SC have increased year after year, e.g. a 20% increase from 2014-2015 and a 27.3% increase from 2015-2016.
b. In 2016, Georgetown County had 27 deaths due to opioid overdose.
c. Neonatal Abstinence Syndrome is 5 per every 1,000 births in Georgetown County.
d. Narcan (Naloxone) has been used by Georgetown County EMS 109 times in 2015 and 156 times in 2016.
e. Narcan was used by EMS 6,427 times in SC in 2016.

The Causes:
a. Opioids are narcotic pain relievers that work by blocking the pathway of pain messages to the brain and are historically known to be highly addictive.
b. Generally opioids are used in acute post-operative pain care or cancer/end of life treatments.
c. Retail opioid prescriptions peaked in 2012; this peak opened “pandora’s box” and led to those addicted to prescription opioids to seek other drugs like heroin and fentanyl.
d. 75% of opioid abusers report their first opioid was a prescription drug.

The Defendants:
a. The pharmaceutical manufacturers (e.g. Purdue Pharma, Teva, Janssen, Johnson & Johnson, etc) purportedly misrepresented the risk of addiction known to them by using “key opinion leaders” to influence doctors along with sponsoring scientific articles, medical conferences and creating professional societies all to advocate for the use of their opioids for long-term treatments resulting in the maximization of profits.
b. The pharmaceutical distributors (e.g. Cardinal Health, McKesson, AmerisourceBergen) are statutorily obligated to notify the US DEA as well as parallel state entities regarding suspicious opioid purchases, including orders above usual size, frequency, and/or pattern, which they

consistently failed to do thereby maximizing profits, purportedly by design.

The Damages:

a. Direct Expenditures:
    a. Facilities (Treatment in jail, jail population)
    b. Judicial Administration
    c. Labor (New hires, overtime)
    d. Health Insurance costs to the County (Addiction treatment, medically unnecessary medications)
    e. Increased services for abuse and neglect cases
    f. Police and EMS expenditures
    g. School system damages
    h. Future damages for unmet needs
        i. Public information campaigns
        ii. Medication assisted treatment
        iii. Opioid antagonists costs (e.g. Narcan)

The Lawsuit:

a. Georgetown County will file a Federal lawsuit against opioid manufacturers and distributors.
b. The lawsuit would be a part of the "multi-district litigation" (MDL) that is based out of the Northern District of Ohio.
c. Filing now will ensure the County's adequate share of damages as they are apportioned upon success of the lawsuit or settlement.
d. The County would utilize an in-state law firm partnered with two out-of-state firms who have experience in complex civil litigation involving medicine and healthcare.
e. A member of the County's team is one of three attorneys assigned by the Federal Court as liaison counsel in the MDL, thereby ensuring the County's seat at the table.
f. The agreement for filing suit will be a contingent fee representation, expenses will be paid out of any recovery and there is no cost to the County.
    a. Fee Structure (for any recovery):
        i. Prior to filing complaint 10%
        ii. Prior to trial 20%
        iii. Before any appeal 22.5%
        iv. After appeal 25%

Joining in this litigation will afford Georgetown County an opportunity to recoup the County's damages and provide funding for the County's role in the recovery phase of the opioid epidemic, as well as play an active role in the injunctive relief to address and quell the epidemic going forward.

OPTIONS:

1. Authorize Georgetown County to join and file suit with a multitude of South Carolina counties and municipalities along with other governmental entities nationwide regarding the current national opioid crisis.
2. Do not authorize litigation as outlined.

STAFF RECOMMENDATIONS:

Authorization to join and file suit with a multitude of South Carolina counties and municipalities along with other governmental entities nationwide regarding the current national opioid crisis.

Item Number:	15.b
Meeting Date:	9/11/2018
Item Type:	REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Sheriff

ISSUE UNDER CONSIDERATION:
Victims of Crime Act Program - Authorization to Accept Funding Award

CURRENT STATUS:
The Victims of Crime Act (VOCA) was signed into law on October 12, 1984. The purpose of the Act was to enhance and expand direct services to victims of crime. The Act established within the U.S. Treasury a separate account known as the Crime Victims Fund. The fund is not supported by tax dollars but rather is generated entirely by fines, penalty assessments, and forfeited bonds collected by the federal government. The U.S. Department of Justice, Office for Victims of Crime (OVC) makes annual VOCA crime victim assistance grants to states from the Crime Victims Fund housed in the U.S. Treasury. The Department of Crime Victim Assistance Grants (DCVAG) within the Office of the Attorney General is designated as the administering agency for subrecipient issued with funds from VOCA.

In South Carolina, the primary purpose of VOCA is to support the provision of direct services to victims of violent crime throughout the state. The program goal is to provide federal funding through grant awards to certified private non-profit organizations and public/government agencies for projects that will provide, enhance, improve, and expand direct services to victims of violent crime. Direct services are defined as those efforts that (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety. A crime victim is defined as a person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. Secondary victims of crime include family members of a homicide victim, a minor, an incompetent victim, or a victim who is physically or emotionally incapacitated as a result of the crime. The definition regarding victims is stated in the Omnibus Criminal Justice Improvement Act for serious and violent crime victims and the South Carolina Victims of Crime legislation.

POINTS TO CONSIDER:
Georgetown County has been notified by the South Carolina Office of the Attorney General that the County (Sheriff's Office/Detention Center) has been approved to receive $123,839 in grant funding (Victims of Crime Act Program Grant No. 1V18060) for the third consecutive year.

These grant funds have been used to fund the positions of victim's advocate positions working under the Georgetown County Sheriff's Office/Detention Center.

OPTIONS:
1. Authorize the Georgetown County Sheriff's Office to accept grant funding in amount of $123,839.

2. Do not authorize acceptance of this award.

STAFF RECOMMENDATIONS:

Authorize the Georgetown County Sheriff's Office to accept Victims of Crime Act Program Grant Funds in the amount of $123,839 for the provision of victim's services.

ATTACHMENTS:

	Description	Type
🗋	AG Office - Notification of VOCA Funding	Backup Material

ALAN WILSON
ATTORNEY GENERAL

August 22, 2018

Mr. Sel Hemingway
Administrator
Georgetown County
129 Screvens Street
Georgetown, South Carolina 29440-3641

RE: Victims of Crime Act Program Grant No. 1V18060
Victim Advocates

Dear Mr. Hemingway:

I am pleased to provide you with a grant award approved by this office in the amount of $123,839 for the grant project referenced above. In order to complete the contract for this award it is necessary for you, as the Official Authorized to Sign, to return the attached grant award with an original signature within 30 days from the date of this award. The signed original should be mailed to:

Bonnie Brooks, Administrative Coordinator
S.C. Department of Crime Victim Assistance Grants
1205 Pendleton Street, Room 401
Columbia, South Carolina 29201

If you have any questions or concerns, please contact Barbara Jean (BJ) Nelson at bnelson@scag.gov.

Sincerely,

Burke O. Fitzpatrick
Director

BOF:bb
Enclosures

c: T.L. Staub
VOCA Official File

SOUTH CAROLINA OFFICE OF THE ATTORNEY GENERAL
CRIME VICTIM SERVICES DIVISION
1205 PENDLETON STREET
COLUMBIA, SOUTH CAROLINA 29201

GRANT AWARD

Subrecipient:	Georgetown County		
Grant Title:	Victim Advocates		
Grant Period:	10/1/2018 - 9/30/2019	Date of Award:	October 1, 2018
Amount of Award:	$123,839	Grant No.:	1V18060

In accordance with the provisions of the Victims of Crime Act of 1984, 42 U.S.C. 10601, et seq, CFDA No. 16.575, and on the basis of the application submitted, the South Carolina Department of Crime Victim Assistance Grants hereby awards to the foregoing subrecipient a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Victims of Crime Act grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subrecipient certifies that the federal and state conditions are fully understood and will be complied with, including the applicable provisions of VOCA Program Guidelines, and the requirements of the OJP Financial Guide, effective edition. The VOCA Program Guidelines may be downloaded at www.ojp.usdoj.gov/ovc/scad/guides/vaguide.htm. Financial Guidance may be accessed at: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

Payment of Funds: Grant funds will be disbursed to subrecipients (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc.

The award shall become effective, as of the date of award, upon return to the Department of Crime Victim Assistance Grants of an original signed copy of this form signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty days from the date above, and such reports required by the South Carolina Office of the Attorney General must be submitted to Department of Crime Victim Assistance Grants in accordance with regulations and guidelines.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign
Sel Hemingway

ACCEPTANCE FOR THE SFA

BJ Nelson, Deputy Director
Department of Crime Victim Assistance Grants

Burke O. Fitzpatrick, Director
Crime Victim Assistance Division

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

SPECIAL CONDITIONS

SUBRECIPIENT: Georgetown County Sheriff's Office

GRANT TITLE: Victim Advocates

GRANT NO: 1V18060

AWARD DATE: October 1, 2018

ALL SPECIAL CONDITIONS MUST BE COMPLETED AND ACKNOWLEDGED IN WRITING AND APPROVED WITHIN THIRTY (30) DAYS OF THE PROJECT START DATE AND PRIOR TO ANY COMMITMENT, OBLIGATION, OR DISBURSEMENT OF FUNDS. COLLECT ALL RESPONSES AND SUBMISSIONS AND SUBMIT ELECTRONICALLY IN ONE COMPLETE SET VIA EMAIL TO BBROOKS@SCAG.GOV.

PROGRAMMATIC

1. This award is contingent upon availability of funds.

2. Submit an electronic copy of executed pages 27 and 28 of the original application with signatures. The subrecipient agency will maintain the original in their files for review. Should any of the listed persons on pages 27 and 28 change at any time during the life of the project, the subrecipient must change the information on the affected pages in GMIS, print a hard copy, obtain new signatures, and submit an electronic copy via email to the Department of Crime Victim Assistance Grants (DCVAG) within ten days of the event change.

3. All personnel funded under this grant must be identified on the *Hire/Termination* form by name, date of hire, total hours worked per week for the agency, and total hours worked per week on the subaward grant project activities, each year, regardless of length of service or length of project. Each submission of the form may have more than one person on it. Use the title used on page two of the application for identification purposes, regardless of what the person's title in the agency is. Any changes in grant personnel, reassignments, terminations, or a change in the number of hours worked on this grant's activities must be reported by the subrecipient agency in writing on the *Hire/Termination* form and submitted to the DCVAG Finance as part of the next RFP immediately following the change.

4. All current and newly-hired grant-funded personnel, as well as the Project Director, shall view the civil rights training presentation located at www.scdps.gov/ohsjp within 30 days from the date of the award or from the date of hire. After completing the presentation, each viewer must sign a document stating that all staff and volunteers have read, understood, and will comply with all items mentioned in the presentation, and that the agency, as a whole, understands that compliance is mandatory agency-wide if the agency receives any federal funds. Submit an electronic copy of the signed document as part of the response to special conditions and retain a copy for subrecipient agency files.

   National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act and the Omnibus Crime Control and Safe Streets Act, recipients are required to take reasonable steps to ensure that persons with LEP have meaningful access to programs. Meaningful access may entail providing language assistance services; including interpretation and translation services, where necessary. Subrecipients are encouraged to consider the need for language services for persons with LEP served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for

persons with LEP are considered allowable program costs. The U.S. Department of Justice has issued guidance for recipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

The recipient, and the subrecipients, assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of USDOJ. https://www.justice.gov/crt/how-file-complaint.

5. Plan, draft, execute, and submit an electronic copy of a Memorandum of Agreement (MOA) with all agencies listed in the Interagency Coordination Section on Page 8 of the application. This MOA may be written to span more than one grant project period up to 36 months with the agreement of all parties involved in the MOA. Should your agency choose the 36-month option, the following conditions will apply: If there have been no substantial changes to scope of work, agencies included, or agency heads, then submit an electronic copy of a letter on agency letterhead to that effect. If there have been substantial changes, or if the 36 months has expired, a new MOA must be executed and submitted within 60 days of the date of award.

6. Submit an electronic copy of your agency's IRS certification of tax-exempt 501(c)3 status, if applicable. Sub-recipients may certify their non-profit status by submitting a statement to the recipient (to be placed in the grant file) affirmatively asserting that the sub-recipient is a non-profit organization, and indicating that it has on file, and available upon audit, either – 1) a copy of the recipient's 501(c)(3) designation letter; 2) a letter from the recipient's state/territory taxing body or state/territory attorney general stating that the recipient is a non-profit organization operating within the state/territory; or 3) a copy of the recipient's state/territory certificate of incorporation that substantiates its non-profit status. Sub-recipients that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the recipient is a local non-profit affiliate.

7. Submit an electronic copy of a signed statement on agency letterhead, signed by the President or Chair of the Board of Directors, which clearly outlines approval of the grant application submission and the intent to support the endeavors of the project to the fullest extent. The original must be available for review.

8. Submit an electronic copy of an organizational chart for your agency with the following information either included in the chart itself or as a document that cross-references the chart: Position title that matches the title shown on the grant application, full name of funded person in the position (if this is a new position or it is vacant, mark as such), the amount of actual salary paid to that person, and which funding sources (VOCA, SVAP, VAWA, FVPSA, United Way, local funds, or other specific sources) are used to supply funding for each individual staff member with percentages of each funding source. Executive Directors may be exempt if no federal funds are used to support their salary. Please indicate this on the organizational chart or support document.

9. Submit an electronic copy of a job description for each grant-funded position.

10. Submit an electronic copy of a volunteer job description. All VOCA and SVAP grants require a minimum of at least one volunteer involved with the project. Volunteers are also required on all VAWA grants that use in-kind volunteer match.

11. Progress reports are due at various times during the project year, both for programmatic benchmarks and for financial reimbursement. The agency is required to collect and report on data and finances as outlined in the guidelines for that specific fund. Depending on the funding source, VOCA, VAWA, or SVAP, demographic information may change. Contact program staff for further information. Please be advised that the Office for Victims of Crime (OVC) now requires online reporting for agencies receiving VOCA funds using the OVCPMT website at https://www.ovcpmt.org. Each agency will aggregate any program activities funded with VOCA funds and report once per quarter for the agency. The reports are due on January 30, April 30, July 31, and October 31. The agency's application-designated Project Director will be the point-of-contact for the agency's OVCPMT reporting. The Project Director will create an account and login. A data collection tool is available from the VOCA Program staff. A final narrative component is included in the final quarter report. Failure to submit any required report in a timely manner will result in a delay in reimbursements.

12. Any materials that will be distributed, such as Public Service Announcements, radio spots, pamphlets, newsletters, billboards, safety cards, or brochures, etc., must be submitted to program staff for approval. Note: All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements:

    "This project was supported by Federal Formula Grant # (Please contact Program Staff for Federal Grant Number), awarded by the Office of Victims of Crime, U.S. Department of Justice through the South Carolina Office of the Attorney General. Any points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

    The subrecipient also agrees that one copy of any such publications will be submitted to the DCVAG to be placed on file and distributed as appropriate to other potential subrecipients or interested parties.

13. All training for funded personnel, using grant funds or not, must be submitted via a training approval request form on GMIS and approved before the training takes place. Training may only take place within the project year. Should your agency be approved for funds for training expenses, either in the original award or by revision, please be advised that only funded staff or critical volunteers will be approved for use of training expense funds. All training approval requests must include a detailed agenda with the submission of the request.

14. The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

FINANCIAL

15. Request for Payments (RFP)

All Request For Payments (RFP) claims must be fully-documented showing approvals for purchase, invoices, cancelled checks, and credit card/debit card statements. All documentation must be sent in with the RFP to qualify for reimbursement. For reimbursement of salary and fringe benefits expenses for grant-funded personnel at any percentage, the request must be supported by paycheck stubs and time sheets. All grant-funded personnel under this grant project must keep daily time and activity sheets, which must show the amount of time spent on each activity. Template forms are available to assist in preparing RFP claims. Backup documentation also must be submitted for requested reimbursement of employer-paid contributions, such as health insurance premiums, dental insurance, workers compensation, retirement, short-term disability, long-term disability, etc. Please make sure that all employer contributions requested for reimbursement are listed on pages two and four of the grant as approved prior to incurring any expenses that might be charged to the grant. Payment cannot be processed without proper and thorough documentation.

16. Submit an electronic copy of the subrecipient agency's travel regulations showing agency-established rates for mileage and per diem (meals) reimbursement in one or both of the following forms: a) the part of the agency's policy and procedures manual in which travel regulations are included; b) the Board's or Council's minutes setting travel rates. All lodging expenses must adhere to the approved and allowed GSA rate for area and season. Refer to http://www.gsa.gov/portal/content/104877 for the most current information.

17. If your application included a "rent/lease/office space" line item, submit an electronic copy of the current lease agreement. The lease agreement or addendum from the leasing agency must reflect the total square footage. Only office space dedicated to funded personnel is allowable for reimbursement.

18. Final grant revisions are to be submitted no later than June 30. Revisions must be completed online via GMIS. Every change made to the original application, or subsequent revisions, is considered a revision and will require the creation of a revision, and justification of the revision. Should you need assistance, please contact program staff. Please be advised that any approved revisions to this project that add new expense items or costs may incur additional special conditions. The revision form comment box will contain alerts concerning your revision. Any additional special conditions will be sent to you shortly after the revision is approved and must be addressed and submitted to the DCVAG within ten days of the notification date.

19. Please review page 15 of the application for accuracy. Should your agency need to make revisions to page 15 to update for any reason, this may be done only in the first revision and must be completed within 30 days of the award.

20. Contractual Services

    All contractual service line items must be pre-approved by DCVAG Finance staff. Subrecipients must complete a bid process along with the grant contract, which is available via email from DCVAG Finance staff. Each step in the process must be reviewed and approved prior to grant funds being obligated towards the contractual service line item(s). The contract must be renewed each project year and span only the project period. Grants Management staff must be contacted to initiate the contractual services bid process.

21. Procurement Requirements

Purchases $2,500 and less: Single purchases or purchases in the aggregate not exceeding $2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subrecipient grant budget items equal to or less than $2,500 will be evaluated by the DCVAG staff at the time of grant budget approval or revision, and only fair and reasonable costs will be approved for inclusion in the subrecipient grant budget.

Purchases from $2,500.01 to $10,000: On any single item or like items in the aggregate whose total cost is between $2,500.01 and $10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible sources. Submit at each point in the process to the DCVAG for approval prior to obligation of grant funds.

Purchases from $10,000.01 to $50,000: Requires bid specification that must be submitted to the DCVAG prior to solicitation of written quotes, bids, or proposals. All solicitations of written quotes, bids, or proposals must be advertised at least once in the SC Business Opportunities publication or through a means of central electronic advertising. An award must be made to the lowest responsive and responsible source or when a Request for Proposal is used, the highest ranking offer. Submit to the DCVAG for approval prior to obligation of grant funds.

Purchases over $50,000. Please contact DCVAG staff for guidance prior to any obligation of grant funds.

For more information on procurement guidelines please visit http://www.scstatehouse.gov/code/t11c035.php.

22. The subrecipient will maintain a separate grant account that reflects the grant budget, expenditures, and deposits through the general ledger. Additionally, effective control and accountability must be maintained for all grant cash, real and other personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

23. Indirect Cost (IDC):

    Funds recovered as Indirect Cost (IDC) must be used to support the activities of the grant project. Agencies approved to receive IDC reimbursement will need to submit an electronic copy of a plan for how they intend on using the recovered funds reimbursed as IDC under the grant prior to the first Request For Payment submission. Plans will be reviewed by DCVAG Grants Management staff and expenses will be audited during the project year.

    If your agency has received approval for Indirect Cost (IDC), all funds reimbursed for IDC must be used for the grant program for allowable cost items as outlined in the Federal Guidelines. Grant funds are prohibited for use as Executive Director compensation and Board Members compensation as well as fundraising, lobbying, and all other unallowable activities as outlined in Federal Guidelines. Agencies that receive IDC as reimbursement will be required to provide financial records to account for the IDC revenue and expenses of the IDC when requested by the SFA (State Funding Agency) via desk monitoring or on-site monitoring visits. All records pertaining to IDC recovery and expense must comply with the grant retention period as outlined in Grant Term and Condition No. 24 located in pages 17-26 of the grant award.

VOCA – SPECIFIC AND FEDERAL REQUIREMENTS

24. Match Waiver

If you are submitting an application for a continuation/existing project and if your application substantially increases or enhances the previous year's project scope or expense, your agency is eligible to submit a match waiver request. If you are submitting a new application you are eligible to submit a match waiver request. Match waivers will be accepted and considered only if your application is using in-kind match. Cash match applications are not eligible for a waiver. Please submit the request and supporting information on your agency's letterhead including all match waiver forms along with the application. Please be aware that match waiver requests are not guaranteed. Any funds expended by your agency require 20% match, and your agency is responsible for the full 20% match requirement unless a match waiver is granted by the Office for Victims of Crime in the U.S. Department of Justice.

25. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the U.S. Department of Justice encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. South Carolina bans texting in Section 56-5-3890 3 (B) of the Code of Laws: It is unlawful for a person to use a wireless electronic communication device to compose, send, or read a text-based communication while operating a motor vehicle on the public streets and highways of this State.

26. The subrecipient agrees to abide by and adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"). For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

27. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

28. Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.and certifications regarding non-disclosure agreements and related matters No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable

to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

29. In accepting this award, the recipient—

represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

30. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-- a. it represents that-- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

31. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

32. The subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

33. The subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

34. The subrecipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

35. Online financial statements for nonprofit subrecipients

    The recipient must require all non-profit sub-recipients funding under this award to make their financial statements available online (either on the recipient's, the sub-recipient's, or another publicly available website). OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

36. If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

    If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

    If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf. To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

37. Executive Order 13279, Executive Order 13559, and the U.S. Department of Justice's (USDOJ) regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, prohibit recipients from using USDOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Therefore, programs or activities that are considered inherently (or explicitly) religious activities are not allowable for grant funding. In addition the USDOJ has determined that twelve-step recovery programs are

considered inherently (or explicitly) religious activities under federal civil rights laws. A document containing Frequently Asked Questions (FAQ) has been developed to provide guidance for State Administering Agencies and sub-recipients implementing USDOJ financial assistance on the conditions under which they may offer twelve-step recovery programs consistent with federal civil rights laws as part of the services that they provide. The FAQ may be found on the OJP's Office for Civil Rights' website at www.ojp.usdoj.gov/about/offices/ocr.htm. If you have any questions, please contact the Office for Civil Rights at (202) 307-0690.

38. All subrecipients (other than individuals) of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act (FFATA) of 2006, will be required to report award information on any awards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipients.

39. The recipient must promptly refer to the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail.

    address: Office of the Inspector General
    U.S. Department of Justice
    Investigations Division
    950 Pennsylvania Avenue, N.W.
    Room 4706
    Washington, DC 20530
    e-mail: oig.hotline@usdoj.gov
    hotline: (contact information in English and Spanish): (800) 869-4499
    fax: (202) 616-9881

    Additional information is available from the USDOJ OIG website at www.usdoj.gov/oig.

40. The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of USDOJ. Before entering into a contract with a vendor, check sams.gov for vendor status.

41. The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subrecipients will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

42. Please provide a copy of your agency's Vehicle Use Policy. VOCA-funded vehicles must be classified as a mini-van, and must be used singly and exclusively for direct services to victims of crime. Activities relating to a case, but not directly providing services to victims are not allowable. The agency is responsible for ensuring full compliance with child-safety laws, as well as maintaining responsible use in other activities. The vehicle must be used only for its stated purpose for the life of the vehicle (five years or 150,000 miles) following the project description in the application to provide direct services to victims of crime. Unauthorized use of the vehicle could result in forfeiture of the vehicle and/or full repayment of the original amount of the award. Use of the vehicle is to be recorded using provided mileage sheets or a comparable instrument clearly

showing by trip the beginning odometer reading, the ending odometer reading, the driver's name, the date, and the purpose of the trip. These logs must be submitted as part of any monthly or quarterly reimbursement request during the grant project duration, and the logs will continue to be submitted to the Department of Crime Victim Assistance Grants for review on a quarterly basis for the full amount of time the vehicle is in service. Disposal of the vehicle in any manner must have prior approval. Submission of mileage may be in electronic format.

Item Number:	16.a
Meeting Date:	9/11/2018
Item Type:	DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
Ordinance No. 2017-23 - To amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. TMS 04-0418-014-00-00. Case Number AMPD 6-17-18572.

On June 27, 2017 the Pawleys Plantation Property Owners Association applied to change the land use designation for two parcels along Green Wing Teal Lane from open space to single family. A change in land use is considered a major change to a Planned Development based on Section 619.3 of the Zoning Ordinance.

CURRENT STATUS:
The Pawleys Plantation PD is located east of Ocean Highway approximately 557 feet south of Hagley Drive in Pawleys Island. The PD contains a combination of single family units, patio lots and multi-family units along with a golf course and associated amenities.

POINTS TO CONSIDER:
1. The Pawleys Plantation Property Owners Association took ownership of the two parcels labeled as open space 9 and 10 on the attached map in 2010. The parcels were originally part of the golf course property.
2. According to the applicant both parcels were largely shown as wetlands on a 1987 Army Corps of Engineers survey. The POA's environmental consultant has indicated that the wetlands have receded significantly on these two parcels since the 1987 survey and both are now suitable building sites. The Army Corps has not yet confirmed the consultant's assertion.
3. The POA is seeking to sell the parcels in order to relieve the organization from the burden of maintaining both of these areas as well as provide additional income to be used for maintenance elsewhere on the property.
4. Open space #9 contains .25 acres and is approximately 72 feet wide. Open space #10 contains .29 acres is approximately 113 feet wide. Both parcels exceed the average lot size for the street with the exception of the large half-acre parcel located at the end of the cul de sac which was a combination of two original lots. Existing parcels on this street are considered patio lots and are designated as Tract D. Setbacks are 20' for the front, 7' and 3' for the side if a one-story home and 12' and 8' for the side if a two-story home and 20' in the rear.
5. The parcels back up to a large pond. The County's GIS infrared imagery shows significant uplands for both parcels. The attached wetland delineation from the applicant's consultant shows .004 of an acre of wetlands out of a total of .25 acres for Open Space #9 and .1 acre of wetlands out of a total of .29 acres for Open Space #10. Some fill will likely be required for Open Space #10.
6. The reduction in the amount of open space for the PD is minimal based on the large amount of open space provided for the PD as a whole. According to their engineer, the PD contains 62 acres of open space including the golf course. The POA currently owns 22.4 acres of open space.
7. Overall density for the PD will not be exceeded. At least one large tract originally shown as multi-family is being developed as single family and according to the POA, twelve different parcels have been combined also resulting in a density reduction.
8. The new owners for the parcels would be required to submit a tree removal plan to the Zoning Administrator prior to receiving a building permit.
9. According to the applicant, the POA met on August 28th and received the necessary approval from 80% of the members to remove these properties from the "common property" designation so that they can be sold by the POA.
10. The applicant met with several of those residents with drainage concerns. The existing swales on these parcels are currently functioning. The POA will either relocate the existing swales or install catch basins and pipes to handle the drainage.
11. Staff recommended approval of the request conditional on the following:
    a. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
    b. Both new parcels will adhere to the PD requirements and setbacks for patio lots.
12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After

12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After receiving several comments from the neighbors regarding drainage, the Commission deferred action at the August meeting. Four property owners from this area spoke against the proposal with concerns about existing drainage problems, adding more run-off to the system and the promise of open space in these areas. One property owner spoke stating that the POA representative had addressed his concerns from the previous meeting. The POA representative responded by stating that the lots were not initially left for open space, but due to the wetlands which have now receded, the drainage situation will not be changed by virtue of this request and that the POA is attempting to work with the golf course on the issues with the existing ditch in this area.
13. The Commission voted 7 to 0 to recommend denial for this request.
14. Ordinance No. 2017-23 has been amended subsequent to previous report. Should Council choose to approve Ordinance No. 2017-23 with revised text, *a motion to amend* will be required.

FINANCIAL IMPACT:
Not applicable

OPTIONS:
1. Deny request as recommended by PC.
2. Approve request
3. Defer for further information
4. Remand to PC for further study

STAFF RECOMMENDATIONS:
Deferred pending internal review by County Attorney.

ATTORNEY REVIEW:
Yes

ATTACHMENTS:

Description	Type
AMENDED - Ordinance No. 2017-23	Ordinance
Pawleys Plantation 2 lots - attachments	Backup Material
Pawleys Plantation PD - Letters	Backup Material
Atty Letter_Paul Joan Noble_Green Wing Teal	Exhibit
Atty Letter_J Lachicotte_Green Wing Teal	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2017-23**
COUNTY OF GEORGETOWN)

AN ORDINANCE TO AMEND THE CONCEPTUAL PLAN FOR THE PAWLEYS PLANTATION PLANNED DEVELOPMENT TO ADD TWO SINGLE FAMILY LOTS ON GREEN WING TEAL LANE

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE PAWLEYS PLANTATION PLANNED DEVELOPMENT BE AMENDED TO CHANGE THE LAND USE DESIGNATION ON OPEN SPACE #9 AND OPEN SPACE #10 AS SHOWN ON THE ATTACHED ALTA SURVEY DATED JULY 21, 2010 FROM OPEN SPACE TO SINGLE FAMILY WITH THE FOLLOWING CONDITIONS:

1. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
2. Both parcels shall adhere to the Pawleys Plantation PD requirements and setbacks for patio lots.
3. Proof to be provided to the Georgetown County Stormwater Department that demonstrates that the functionality of any stormwater elements currently existing on lots "open space #9" and/or "open space #10" will be maintained or improved following the development of the two lots. No building permits for either of these two lots shall be issued until this condition is met.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2017.

_____ (SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

_____
Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-23, has been reviewed by me and is hereby approved as to form and legality.

_____

Wesley Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

AMPD-6-17-18572

129 Screven St. Suite 222
Post Office Drawer 421270
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

$250
+10/AC Resl
1 acre

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

Regulation to which you are requesting an amendment *(check applicable):*

- ( ) **Setback – Complete SECTION B: SETBACK AMENDMENT**
- ( ) **Signage – Complete SECTION C: SIGNAGE AMENDMENT**
- (✓) **Site Plan – Complete SECTION D: SITE PLAN AMENDMENT**
- ( ) **Other:**_____

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: 04-0418-014-00-00
(Include all affected parcels)

Street Address: 11822 HWY 17 BYPASS

City / State / Zip Code: MURRELLS INLET, SC 29576

Lot / Block / Number: _____

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: _____ Residential Acreage: 0.54

Property Owner of Record:

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

City/ State/ Zip Code: MURRELLS INLET, SC 29576

Telephone/Fax: 843-357-9888

E-Mail: _____

Signature of Owner / Date: Larry Snyder / 6/27/17
POA President

Contact Information:

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

Phone / E-Mail: 843-652-2165 BILL.SNYDER@FSRESIDENTIAL.COM

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property.

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-Mail: _____

Signature of Agent/ Date: _____

Signature of Owner /Date: _____

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**

2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign will to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. _____

  _____

- Do these conditions exists on other properties else where in the PD?

  _____

- Amending this portion of the text will not cause undue hardship on adjacent property owners. _____

Submittal requirements: 12 copies of 11 x 17 plans

- A scaled site plan indicating the existing conditions and proposed additions.
- Elevations of the proposal (if applicable).
- Letter of approval from homeowners association (if applicable).

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request:_____

_____

Number of signs existing currently on site _____

Square footage of existing sign(s) _____

Number of Proposed signs: _____

Square footage of the proposed sign(s)_____

Submittal requirements:

- Proposed text for signage requirements.
- 12 copies (11 x 17) of proposed sign image.
- Site plan indicating placement of the proposed sign(s).
- Elevations.
- Letter from POA or HOA (if applicable)

SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: PLEASE SEE ATTACHED

_____

_____

Reason for amendment request: PLEASE SEE ATTACHED

Submittal requirements:

- 12 copies of existing site plan.
- 12 copies of proposed site plan.
- Revised calculations (*calculations may include density, parking requirements, open space, pervious/impervious ratio, etc.*).

SECTION D: SITE PLAN AMENDMENT

The Pawleys Plantation Property Owners Association requests that two parcels of land acquired in 2010 from Pawleys Plantation LLC, the developer, be rezoned. These parcels were originally a portion of the developer's golf course property.

The 1987 US Army Corp of Engineers wetlands survey indicated that these parcels were largely wetlands, unsuitable for home construction. However, a recent study conducted by an environmental consultant, indicates that the wetlands have receded significantly from the two parcels since the Corp of Engineers survey, and, in the opinion of the consultant, both the parcels are suitable building sites. It remains to have the Corp of Engineers confirm the findings of the consultant and to obtain Georgetown County Planning and Zoning approval for rezoning the parcels, after which they could be sold, relieving the Property Owners Association of maintenance responsibility and providing income to the Reserves for maintenance of other common properties.

Rezoning the two parcels would not exceed the approved density of the PD. Since the PD approval, twelve single family lots have been combined and bear structures that would prohibit separating the lots in the future, and large tract originally planned for multi-family housing has been rezoned for single-family homes further reducing the potential density of the PD.

The impact on open space is minimal. The combined acreage of the two parcels is 0.54 acres and there are more than 62 acres of open space in the PD.

Tiffany Coleman

From: Brenda Logan <Brenda@Logan.com>
Sent: Tuesday, August 01, 2017 5:56 PM
To: Tiffany Coleman
Subject: Case AMPD 6-17-18572

Follow Up Flag: Follow up
Flag Status: Completed

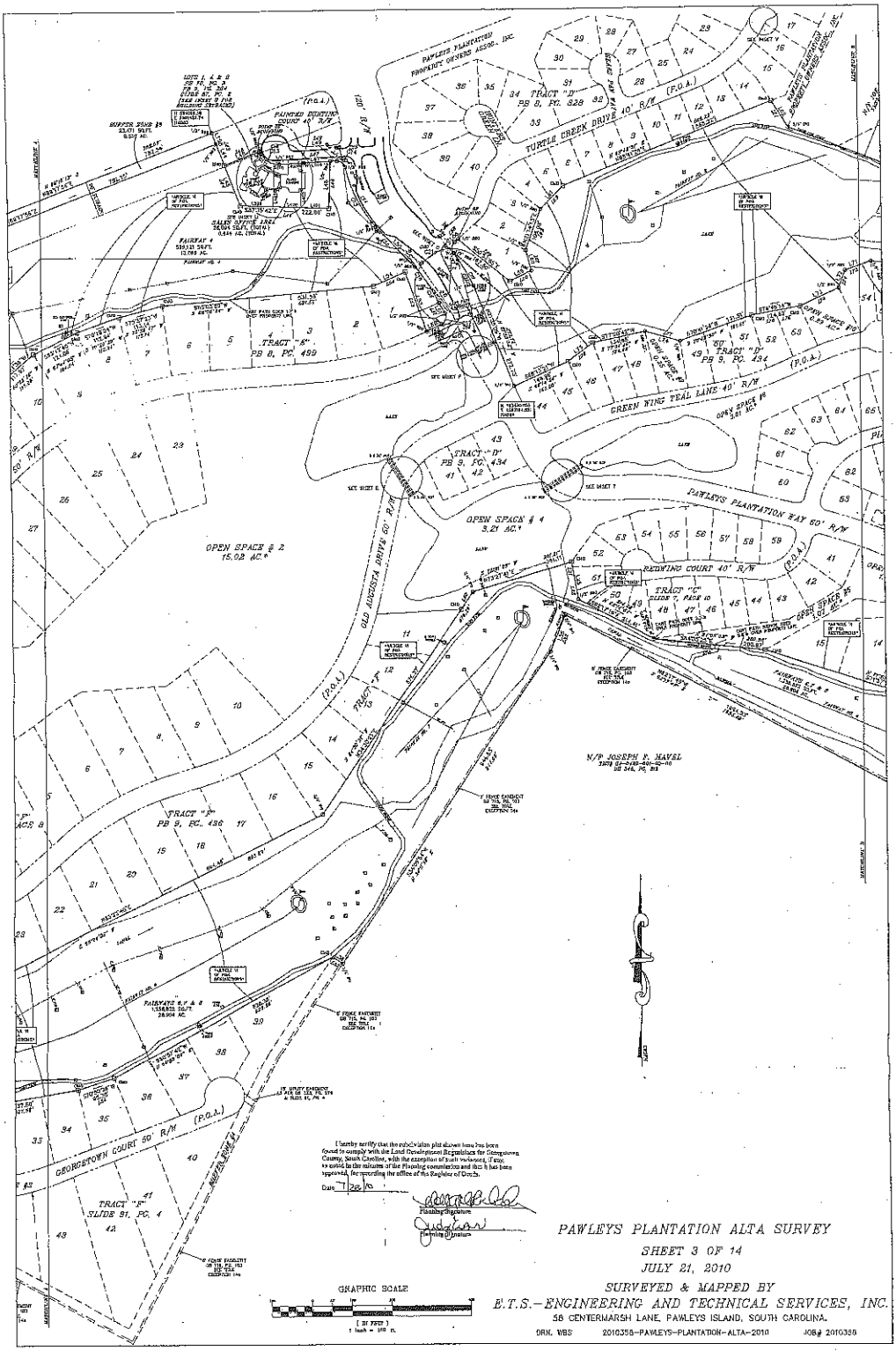
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the **functional** drainage easement next to Lot 49D.We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
2. We have heard that the POA is going to re-direct the **functional** drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.
4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.
5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.



I hereby certify that the subdivision plat shown hereon has been found to comply with the Land Development Regulations for Georgetown County, South Carolina, with the exception of such variances, if any, as noted in the minutes of the Planning commission and that it has been approved for recording in the office of the Register of Deeds.

Date 7/26/10

Planning Director

Planning Director

PAWLEYS PLANTATION ALTA SURVEY

SHEET 3 OF 14

JULY 21, 2010

SURVEYED & MAPPED BY

E.T.S.—ENGINEERING AND TECHNICAL SERVICES, INC.

58 CENTERMARSH LANE, PAWLEYS ISLAND, SOUTH CAROLINA.

DRN. WBS 2010358-PAWLEYS-PLANTATION-ALTA-2010 JOB# 2010358

Wetland Delineation of

Pawleys Plantation

Phase 2 - Lots 48A & 53A

Georgetown County, South Carolina
portions of TMS# 04-0418-014-00-00

Notes

1. Potential wetland/non-wetland areas depicted here on have not been verified by the US Army Corps of Engineers. Areas depicted as wetlands were identified using the 1987 Wetland Delineation Manual in conjunction with the Atlantic and Gulf Coastal Plain Region Supplement. Prior to any land disturbing activities, a final jurisdictional determination should be obtained from the US Army Corps of Engineers.

2. Boundary information taken from Georgetown County GIS/Tax Parcel information.

3. Onsite inspection was conducted on 2-24-17.

Legend

Line Legend

- Boundary (surveyed)
- Boundary (not surveyed)
- Adjacent Boundary
- Right of Way
- Tributary
- Non-Aquatic Feature
- Dirt Road
- Bulkhead

Hatch Legend

- Wetland
- Waters
- Critical Area/Section 10

Symbol Legend

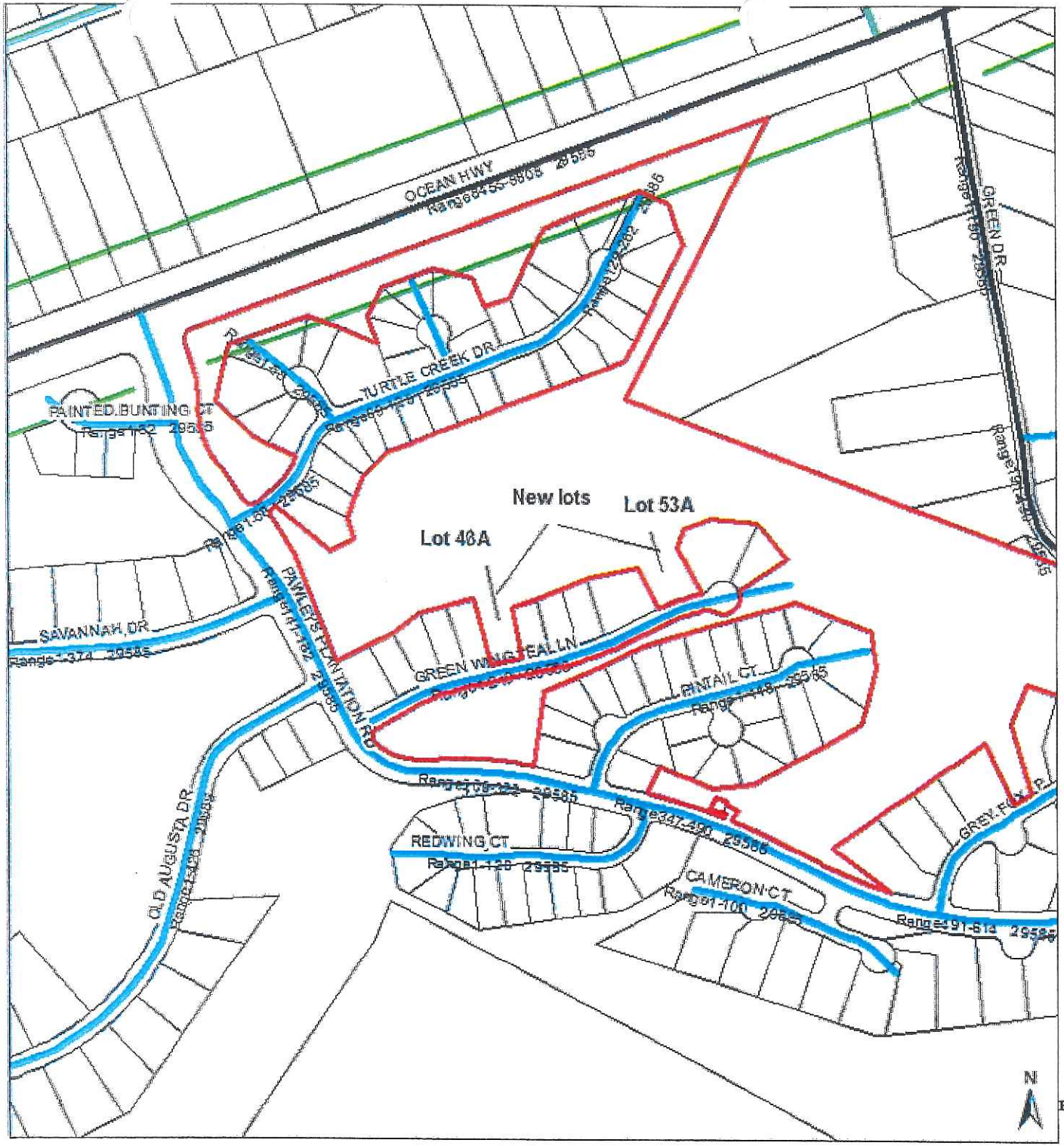
- Data Point
- Photo Point
- Property Corner

Prepared For	Pawleys Plantation POA
Job #	01742-17010
Date	2-22-17

Graphic Scale

SCALE IN FEET
100' 0 100'

the BRYGMAN COMPANY
wetland consulting - forest management - land surveying
P.O. Box 1532 - Conway, SC 29528 - p(843) 248-9388 f(843) 248-9596



Pawleys Plantati
Property Location
AMPD 6-17-18572

Legend

Streets

<all other values>

MaintainedBy

- County
- Private
- State

Pawleys Plantation

Lot Lines

Railroads

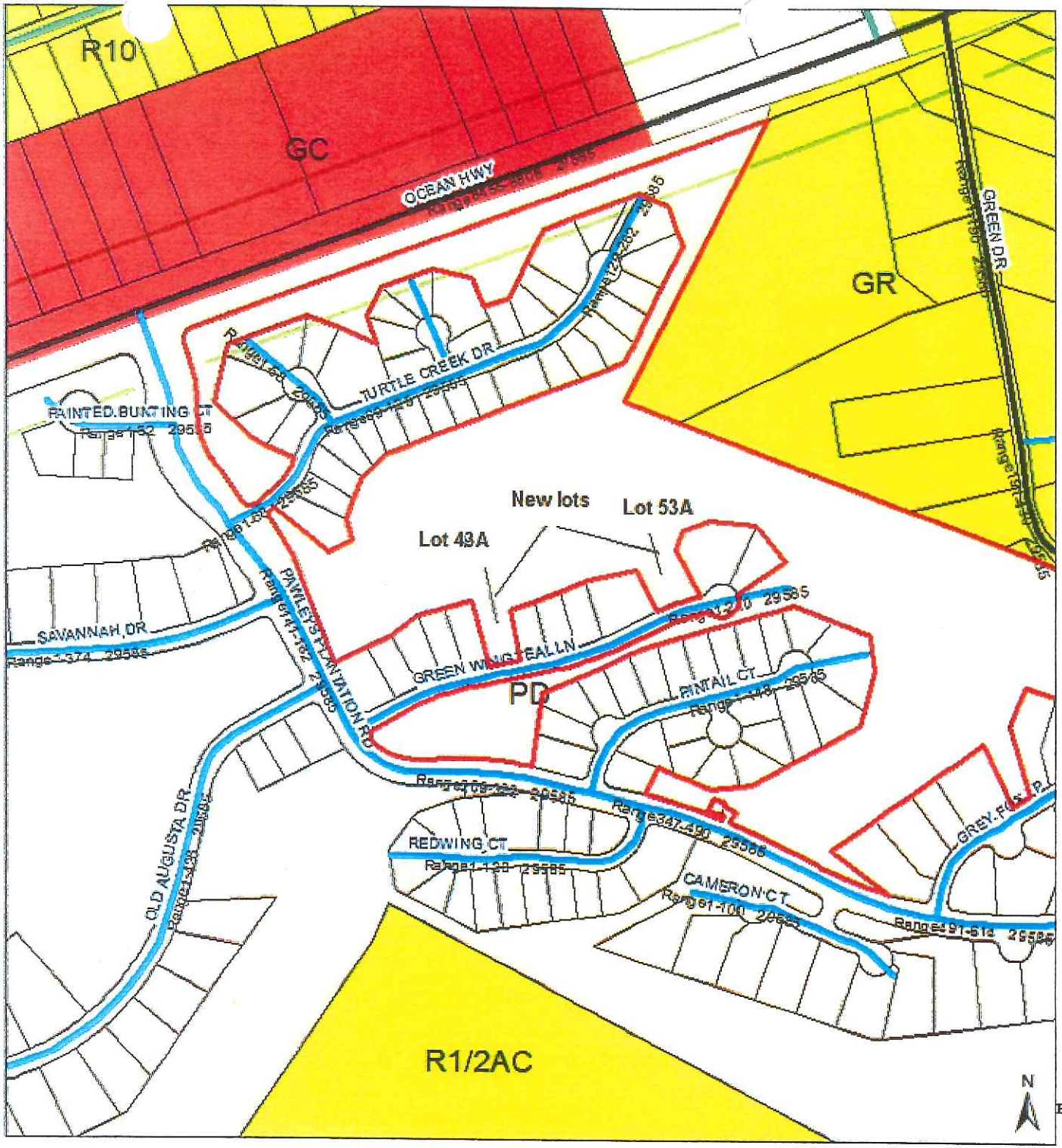
Landmarks

90' setback

Municipalities

0 112.5 225 450 675 900
Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Pawleys Plantati...
Property Zoning
AMPD 6-17-18572

Legend

Streets

Municipalities

Parcels

Zoning District

CITY OF GEORGETOWN

GF

FA

RMC

GMR

GC

GR

GRR

HI

LI

MHP

MHS

NC

OC

PA

PD

PI

R1/2AC

R10

R1/2AC

R2

R2/AC

R3

RB

RC

RR

RS

RVC

VMU

ZF Wetlands

Municipalities

0 112.5 225 450 675 900 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

Pawleys Plantation
Property Aerial
AMPD 6-17-18572

Legend

Streets

<all other values>

MaintainedBy

- County
- Private
- State
- Pawleys Plantation
- Lot Lines
- Railroads
- Landmarks
- 90' setback

sde.SDE.Imagery2017Med

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Municipalities

0 112.5 225 450 675 900
Feet

NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Pawleys Plantation Property Owners Association to amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. The PD is located east of Ocean Hwy approximately 557 feet south of Hagley Drive in Pawleys Island. TMS# 04-0418-014-00-00. Case Number AMPD 6-17-18572.

The Planning Commission will be reviewing this request on **Thursday, August 17, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Tiffany Coleman

From: Brenda Logan <Brenda@Logan.com>
Sent: Monday, September 18, 2017 9:17 PM
To: Tiffany Coleman
Subject: Planning Commission

Follow Up Flag: Follow up
Flag Status: Flagged

TMS 04-0418-014-00-00
Case AMPD 6-17-18572

The proposed "added" lots 48A and 53A in Pawleys Plantation are WETLANDS. They should NEVER be developed in any way. Please deny this petition and help preserve the small amount of wetlands remaining here. This petition is a frivolous, fraudulent, unnecessary and destructive idea. I strongly protest.
Brenda Logan
62 Turtle Creek Drive
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the **functional** drainage easement next to Lot 49D.We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
   Redirecting or relocating the swale on the parcel between lots 48D and 49D is not feasible. The plan is to install catch basins on either side of the street and drain storm water to an adjacent pond across from the proposed lot. There location of the catch basins will have no impact on the value of the neighboring lots.

2. We have heard that the POA is going to re-direct the **functional** drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.
   Pending a survey, we anticipate creating a 15-foot drainage easement incorporating the existing swale. There may be a need to do some minor work to straighten it for appearance and so that it can more easily be maintained. Again, there will be no devaluation of the property values of the adjacent lots.

3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.
   The swale in question is the swale discussed in Paragraph 1. The Covenants and Restrictions reference is to an Article in that document that prohibits home owners from interfering with storm water drainage in a drainage easement along their property line. It does not preclude the POA eliminating a swale and replacing it with an alternative drainage system. Also, there is no easement associated with this swale.

4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.
According the engineering company that performed the last survey of Pawleys Plantation, there are more than 62 acres of open space in the community; of that 27 acres belong to the POA. These numbers were reported to County Planning. The acreage of the two parcels is 0.54 acres, less than one percent of the total. The POA Board has no knowledge of the referenced 1988 property report.

   The other eight parcels, 0.4 acres total, are 15-ft wide strips between individual lots which the POA wishes to deed to an adjacent lot owner(s). Planning has determined that deeding these spaces will constitute minor revisions to the PD.

5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.
The application submitted to County Planning states that these are to be Patio lots. The parcels are 0.25 and 0.29 acres, both too small for an Estate lot.

6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.
Rough estimates of the associated expenses have been made but until the County has ruled on our application the Board is reluctant to expend funds on consultant fees to explore and price options. Once this done, expenditures approved by the Board will be recorded in the minutes of the meeting at which they were approved, as have all expenditures to-date.

   Owners of adjacent lots have suggested they may wish to buy all of a portion of the potential lot adjacent to their property. Otherwise, there have no offers to sell, no offers to purchase, and there are no agreements or contracts.

Ms. Jenifer K. Lachicotte
10555 Ocean Highway, Suite C
Pawleys Island, South Carolina 29585

October 18, 2017

Mr. Steve Goggans
P. O. Box 1859
Pawleys Island, SC 29585

Dear Mr. Goggans,

I appreciate your time and attention regarding Pawleys Plantation Property Owners Association's plan (PP POA) to rezone a currently designated "green/open space." I purchased Lot #48 on Green Wing Teal in November 2016 to build my forever home. The green/open space to the north was a major consideration for purchasing this 1/5 of an acre. This space was to be the perfect backdrop for my modest low country home with a sleeping porch. I was assured during the real estate transaction that the golf course owned the adjoining lot as green/open space. To verify this information I did a county tax record search. To date, "qPublic.net" for Georgetown County Tax Record Search lists the owner of these green/open/wetland spaces as Founders National Golf LLC. There is no online documentation that these 2 proposed lots were ever deeded to PP POA.

As a property owner in a Plan Development, I am committed to supporting the Covenants and Restrictions set forth by the board. In August 2017, the board sent out a proxy to the homeowners to change the rules allowing them to sell the 2 proposed lots. The residents, whose assessments were significantly increased after Hurricane Matthew, approved this proxy. The POA has been asked on several occasions to provide receipts for maintenance as well as a drainage proposal for these two lots. No documentation has ever been provided to the homeowners.

These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with $20,000 for my current rental home, which could be applied towards my mortgage payments.

Throughout these proceedings, you will hear about drainage issues and how these two lots will challenge an already compromised drainage system. While this is true, the major issue is a promise broken by the POA. This amended promise has caused an undue financial and emotional hardship.

I have attached an editorial by Charles Swenson with the Coastal Observer with which I wholeheartedly agree.

You may contact me at jlachicotte@gmail.com or 843-240-9060.

Sincerely,

Jenifer K. Lachicotte

October 3, 2017

Dear Mr. Steve Goggans

Thanks for taking the time to read my letter. I had some things for you to think about and didn't want to take floor time at the meeting. This is in regards to our POA at Pawley's Plantation asking your group for approval to amend the PUD to add an additional 2 single family lots to the PD.

We bought our property in 1988. The lot offered us privacy and a lovely view of the golf hole #3 across the lake. The property adjacent to my lot was "wetlands/open space" never to be built on, as stated by a Pawley's Plantation representative at the time of our purchase. We liked it here so much we bought the lot to the right of our home.

Since then over the 20 years or more we have lived here, the Plantation has been sold twice, once to Myrtle Beach National and then to the Founders Group (Chinese investors). The POA acquired for a small fee 15 "open spaces" from which 8 "open spaces" (15 feet each) were to be deeded to the adjacent home or lot owner for no fee, and 2 "open spaces" were to be converted into buildable lots. Both these lots are on the street where we reside. The "open space" next to my property not only became NOT wetlands nor "open space" but a buildable lot. We felt strongly, that if this lot was built on, it would have effect on our ongoing drainage issues due to the loss of the undeveloped land and tree absorption of storm rains. I hope you can see that a small thing to some folks could very well be a major loss in property value to my family.

I could go on about my three sons and grandkids raised here, learning golf here and counseling them at the "Noble House" during porch time with dad/granddad. Under the circumstances I'm not sure they would want to deal with it when my wife and I are gone, and at 85 I'm not happy about starting over.

Additionally, I understand you are being asked to "redo the PUD" as noted in the planning meeting by one of the members .It has also been noted that redoing a PUD after being unchanged for over two decades could have unintentional consequences without a vetting. Recently it was quoted to us in a POA letter "it would be a major change to our planned development".

In 1988, when we signed our contract, we read that 7.4 % of the land was set aside as "open space" as desired by the developer. I now can't help but wonder what the percentage of "open space" would be after the POA gets rid of the eight "open spaces" and converts the other two "open spaces" to patio size buildable lots, each one with adjacent important drainage easements at one side of the respective property line. Would then our "open spaces" be purely what is presently developed "open space" (tennis courts, swimming pools, future dog park, golf course), and sadly now, very little natural "open space"?

I can only hope in your good conscience you will not allow this to happen.

Many Thanks

Paul Noble

Paul Noble

Lady and Gentlemen,

I am here representing the Pawleys Plantation Property Owners Association soliciting your approval of Ordinance No. 2017-23 a request to change the land use designation of two parcels on Green Wing Teal Lane in Pawleys Plantation from Open Space to single family housing.

I would like to add some comments to Paragraph 3 and Paragraph 12 of the Points to Consider section of the Agenda Request Form.

Paragraph 3 states in part that the POA wishes to provide additional income to be used for maintenance elsewhere on the property. In October last year, Hurricane Matthew left us with a $200,000 storm clean-up bill. Because we are a gated community, we got no help from FEMA. The money for this came from the Association's Reserve Account, depleting the account by some 30 percent. As a result, the dues assessment for each property owner was increased this year to rebuild the reserves over the next five to seven years to a level recommended by a reserve study conducted in 2006. The estimated net proceeds from the sale of these two lots would replace some 60 to 70 percent of this cost and relieve the 631 property owners of the majority of the dues increase or at least allow it to be removed earlier. As stated in Paragraph 9, in a special meeting of the POA membership held on August 28 of this year, 80 percent of the quorum voted in favor of allowing the sale of these parcels.

Paragraph 12 alludes to comments by four homeowner's concerns about potential impact on existing drainage problems and the minutes of the Planning Commission Meeting reflect that those concerns influenced the decision to deny the request. In the attachments there is a statement from Engineering and Technical Services stating that the only impact on the current drainage in Pawleys Plantation result from impervious surface associated with two additional home sites. To put this in perspective, there are currently more than three miles of roadway and the impervious surface of 150 developed home sites, with 18 more to be developed, contribute storm water drainage to more than 11 acres of pond. The impervious surface is currently estimated to be more 600,000 square feet. The addition of two home sites with an estimated maximum combined 8,000 square feet of impervious surface will have insignificant impact on the existing storm water drainage.

In regard to the legal issues noted in the meeting minutes, Georgetown County Planning has already stated that the requested revision to the PD meets all legal requirements.

NATE FATA, P.A.
ATTORNEY AT LAW

P.O. Box 16620
The Courtyard, Suite 215
Surfside Beach, South Carolina 29587
Telephone (843) 238-2676
Telecopier (843) 238-0240
NFATA@FATALAW.COM

VIA EMAIL

December 12, 2017

Holly Richardson
Georgetown County Planning
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

Re: Paul & Joan Noble, 181 Green Wing Teal, Pawleys Island, SC 29585

Dear Ms. Richardson:

I represent Mr. and Mrs. Paul Noble ("Noble") who own a patio home in Pawleys Plantation. They purchased their property next to "Open Space" No. 10 in 1988. They have resided in their home since 1994. They object to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.

A. The Application is incomplete and should be denied.

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

B. Open Space No. 9 and 10 are subject to a perpetual easement.

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's easement rights in the Open Spaces vested in 2010. Noble has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any

PUD change or covenant changes. Please see the Covenants, Article V, which provides, in pertinent part, "The portions of the Common Areas not used from time to time for roadway shall be for the common use and enjoyment of the members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such areas . . .". I am attaching a copy of the cited pages from the 2010 Second Amended Covenants and the 2016 Third Amended Covenants. We do not believe the Covenants were properly amended in 2016 or 2017.

C. Any amendment to the Covenants requires approval by 67% of the total membership.

Any purported August 2017 changes to the Covenants did not have the required votes. The required vote is 67% of the total membership and not 67% of a majority/quorum of members present at a meeting. The Covenants are clear: when mailing ballots it is the total membership that must be counted to determine 67%. The attached Association email dated August 8, 2017 acknowledges ballots were mailed. Any ballot mailing to change the Covenants requires 67% of the entire Membership. The Covenants Article XVIII, Section 2, provides, in pertinent part, "This Second Amended Declaration may be amended by an instrument signed by the representative of owners of not less than sixty-seven (67) percent of a quorum of the Membership. **In the case of a ballot by mail, a quorum shall constitute the full Membership of the Association.**" The language in the Third Amended Covenants is identical. Thus, a quorum in this instance of mailing the ballot to change the Covenants is the entire Membership and not a simple majority. The Association has not received 67% approval from the entire or full Membership. The full Membership of the Association equals at least 656 votes and is comprised as follows:

- 316 individual homes
- 42 villas in Masters Place
- 40 villas and condos in Pawleys Glen
- 28 villas and condos in Pawleys Glen II
- 104 condos in Weehawka Woods
- 28 villas in Wood Stork Landing
- 69 vacant lots (includes lots with homes under construction)
- 29 combined lots (lots that have been combined with another lot
- 3 miscellaneous properties (vacant properties at the main entrance)

As the total Membership is at least 656 lot owners, at least 440 owners were needed to authorize any amendments to the Covenants. That did not occur. The proposed action to amend the Covenants by the Association has not been authorized.

D. Patio Home Restrictions preclude a home site.

My clients have a patio home. Please see attached photos. The covenants for patio homes on Green Wing Teal require that windows be on just one side of the home and not looking into the windows of another patio home. It is impossible to construct a patio home on Open Space 10 without having windows either facing my clients' side wall window's or the side wall windows on the home to the left (south) of Open Space No. 10. In other words, no home can be placed on Open Space 10 with a side window wall. Any such construction will violate the applicable Covenants, Article VIII, and my client's reasonable expectation of privacy. I am enclosing a copy of the patio home covenant sections for your review.

2. The proposed modification will exacerbate existing drainage issues.

The homes along Green Wing Teal Street already suffer from drainage issues. A large lake is in back of my clients' home and a pond is on the other side of Green Wing Teal, further up the street. In part, Open Space 10 provides an outfall for the large pond directly behind it. Increasing the impervious area of the Open Spaces with a home will only exacerbate the already existing poor drainage conditions, causing damage to my clients and other homeowners.

3. The proposed modification is premature as no U.S. Army Corp wetlands delineation approval has been received.

Although the Brigman wetland delineation is not authoritative, it does confirm the existence of wetlands. Due to the wetlands on Open Space 9 and 10, no action should be taken by County Council until it has been informed of the U.S. Army Corps' position. It is likely the U.S. Army Corps will differ significantly in its delineation of wetlands on the subject Open Spaces.

4. The proposed modification will unnecessarily increase density.

The existing density of this 30 year old neighborhood should not be changed. The assessment for Hurricane Matthew cleanup has already occurred and selling unimproved lots will not eliminate the assessment. Increasing density for this well-established community and decreasing green space will create more drainage issues, destroy wetlands and destroy privacy safeguards for this patio home street.

Since 1994, my clients have resided next to Open Space No. 10 with the reasonable expectation that it would not be developed and that the density on their street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

I look forward to seeing County Council on Tuesday evening to further address my clients' objections to this proposed change in the PUD.

With best regards, I remain

Very truly yours,
NATE FATA, P.A.

Nate Fata

NF/sh

Attachments

cc: Theresa Floyd
Wesley Bryant, Esq.

COPY

Approved 5/2010

V XI V XII

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

COVENANTS AND RESTRICTIONS

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201000005451
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE, REGISTER OF DEEDS
06-15-2010 At 02:43 pm.
REST COVE 53.00
Book 1494 Page 18820- 234

2010

Homesite, a townhouse villa and a condominium shall be defined for purposes of this Second Amended Declaration to have the same voting rights as a Lot.

Section 9 – "Lot Improvements" shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

Section 10 – "Member" shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 11 – "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 12 – "Patio Homesites" shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 13 – "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

Section 14 – "Setback" shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 15 – "Setback Line" shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 16 – "Special Assessment" shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Second Amended Declaration.

Section 17 – "Structure" shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 18 – "Subsequent Amendment" shall mean an amendment to this Second Amended Declaration which may add property to this Second Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Second Amended Declaration.

Section 19 – "Voting Member" shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Second Amended Declaration. With respect to election of Directors to the Board of Directors of the Association, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the Amended By-Laws.

ARTICLE II

Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.

Section 1 – Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Declaration, and within the jurisdiction of the Association is located in Georgetown County, South Carolina, and is described in the attached Exhibit "A".

not absolutely prohibit the construction of docks and decks over the wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

Section 3 – Maintenance of Dock and/or Deck. All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions ~~to~~ shall be at the expense, solely, of the Owner in question.

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

Section 1 – Maximum Permissible Lot Area of Dwelling. The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

Section 2 – Blank (Blind) Wall Requirements. Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of theadjacent Lot from inside the residence.

Section 3 – Privacy Screens. Porches, patios and/or decks associated with Patio Homes must be screened to prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

Section 4 – Easement for Adjacent Blank Wall. There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

ARTICLE IX

Covenant for Maintenance Assessments

Section 1 – Creation of the Lien and Personal Obligation of Assessments. The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

Section 3 – Capital Improvements. Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by the Association as special assessments upon the approval of a majority of the Board of Directors of the Association and upon approval by the Voting Members representing two-thirds of the Members of the Association voting at a meeting or by ballot as may be provided in the Amended By-Laws of the Association. The Board may levy a special assessment of no more than Five Thousand and No/100 ($5,000.00) Dollars in full from the Membership or Five (5) percent of the annual budget, whichever is greater, without the approval of the Membership.

Section 4 – Capital Contribution. When Lot ownership transfers, the new Owner shall be assessed at closing an amount equal to one-sixth (1/6) of the Annual Assessment budgeted for that Lot and shall be designated as a Capital Contribution.

Section 5 – Annual Assessments. The Annual Assessments provided for in this Article IX commenced on the first day of January 1988, and have commenced on the closing of each Lot, whichever is later.

The Annual Assessments shall be payable in monthly installments, or in annual or quarterly installments if so determined by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.

Section 2 – Amendment. The Covenants and Restrictions of this Second Amended Declaration shall run with and bind the land from the date this Second Amended Declaration is recorded. This Second Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Second Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

Section 3 – Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Second Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Second Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 4 – Liability Generally. The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

The Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Second Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgagee Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deeds for Georgetown County.

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

COVENANTS AND RESTRICTIONS

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ARTICLE I

Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

Section 1 – "Annual Assessments" or "Assessments" shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

Section 2 – "Architectural Review Board" or "ARB" shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

Section 3 – "Association" shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 4 – "Common Area" or "Common Areas" shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter "the First Quit Claim Deed") dated July 11, 1996. and duly filed in the Georgetown County Clerk of Court's Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter "the Second Quit Claim Deed"), dated December 13,2010, and duly filed in the Georgetown County Clerk of Court's Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter "the Third Quit Claim Deed"), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court's Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit "A." The terms "Common Area" or "Common Areas" shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

Section 5 -- "Developed Lot" shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

Section 6 – "Developer" shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

Section 7 – "Full-Home Homesites" shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as "estate" Lots.

Section 8 – "Limited Common Areas" shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

Section 9 – "Lot" shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

Section 10 – "Lot Improvements" shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

Section 11 – "Member" shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 12 – "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 13 – "Patio Homesites" shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 14 – "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

Section 15 – "Setback" shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 16 – "Setback Line" shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 17 – "Special Assessment" shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

Section 18 – "Structure" shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 19 – "Subsequent Amendment" shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

Section 20 – "Undeveloped Lot" shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

Section 21 – "Voting Member" shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

Section 2 -- Violation of Parking Regulations in Common Areas. Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

Section 3 – Easements Appurtenant. The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

Section 4 – Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

Section 5 – Developer's Easement. The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

Section 6 – Maintenance. The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

Section 7 – Utility Easements. Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

Section 8 – Delegation of Use.

(a) *Family*. The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

Section 2 – Conditions of Limited Dock Construction. The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

Section 3 – Maintenance of Dock and/or Deck. All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions ~~to~~ shall be at the expense, solely, of the Owner in question.

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

Section 1 – Maximum Permissible Lot Area of Dwelling. The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

Section 2 – Blank (Blind) Wall Requirements. Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

Section 3 – Privacy Screens. Porches, patios and/or decks associated with Patio Homes must be screened to

prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

Section 4 – Easement for Adjacent Blank Wall. There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

ARTICLE IX

Covenant for Maintenance Assessments

Section 1 – Creation of the Lien and Personal Obligation of Assessments. The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises. have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

Section 5 – Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIV

No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

ARTICLE XV

Financing Provision

Section 1 – Books and Records. Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

ARTICLE XVI

Rules and Regulations

Section 1 – Compliance by Owners with The Association's Rules and Regulations. Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

ARTICLE XVII

Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

ARTICLE XVIII

General Provisions

Section 1 – Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 2 – Amendment. The Covenants and Restrictions of this Third Amended Declaration shall run with and bind the land from the date this Third Amended Declaration is recorded. This Third Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Third Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer or their assigns hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

Section 3 – Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Third Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Third Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 4 – Liability Generally. The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

ARTICLE XIX

Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation

From: Pawleys Plantation POA <Messenger@AssociationVoice.com>
To: jenznoble <jenznoble@aol.com>
Subject: Covenants and Restrictions Amendment
Date: Wed, Aug 9, 2017 9:00 am
Attachments: Covenants Email Attachment.pdf (1906K)

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.

NATE FATA, P.A.
ATTORNEY AT LAW

P.O. Box 16620
The Courtyard, Suite 215
Surfside Beach, South Carolina 29587
Telephone (843) 238-2676
Telecopier (843) 238-0240
NFATA@FATALAW.COM

VIA EMAIL

December 12, 2017

Holly Richardson
Georgetown County Planning
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

Re: Jenifer Lachicotte, Lot 48 Green Wing Teal Lane, Pawleys Island, SC

Dear Ms. Richardson:

I represent Jenifer Lachicotte ("Lachicotte") who own Lot 48 in Pawleys Plantation. She purchased her property next to "Open Space" No. 9 in 2016. She objects to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.

A. The Application is incomplete and should be denied.

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

B. Open Space No. 9 and 10 are subject to a perpetual easement.

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's

easement rights in the Open Spaces vested in 2016. Lachicotte has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any PUD change or covenant changes. Please see the Covenants, Article V, which provides, in pertinent part, "The portions of the Common Areas not used from time to time for roadway shall be for the common use and enjoyment of the members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such areas . . .". I am attaching a copy of the cited pages from the 2010 Second Amended Covenants and the 2016 Third Amended Covenants. We do not believe the Covenants were properly amended in 2016 or 2017.

C. Any amendment to the Covenants requires approval by 67% of the total membership.

Any purported August 2017 changes to the Covenants did not have the required votes. The required vote is 67% of the total membership and not 67% of a majority/quorum of members present at a meeting. The Covenants are clear: when mailing ballots it is the total membership that must be counted to determine 67%. The attached Association email dated August 8, 2017 acknowledges ballots were mailed. Any ballot mailing to change the Covenants requires 67% of the entire Membership. The Covenants Article XVIII, Section 2, provides, in pertinent part, "This Second Amended Declaration may be amended by an instrument signed by the representative of owners of not less than sixty-seven (67) percent of a quorum of the Membership. **In the case of a ballot by mail, a quorum shall constitute the full Membership of the Association.**" The Third Amended Declaration contains the identical language. Thus, a quorum in this instance of mailing the ballot to change the Covenants is the entire Membership and not a simple majority. The Association has not received 67% approval from the entire or full Membership. The full Membership of the Association equals at least 656 votes and is comprised as follows:

- 316 individual homes
- 42 villas in Masters Place
- 40 villas and condos in Pawleys Glen
- 28 villas and condos in Pawleys Glen II
- 104 condos in Weehawka Woods
- 28 villas in Wood Stork Landing
- 69 vacant lots (includes lots with homes under construction)
- 29 combined lots (lots that have been combined with another lot
- 3 miscellaneous properties (vacant properties at the main entrance)

As the total Membership is at least 656 lot owners, at least 440 owners were needed to authorize any amendments to the Covenants. That did not occur. The proposed action to amend the Covenants by the Association has not been authorized.

2. The proposed modification will exacerbate existing drainage issues.

The homes along Green Wing Teal Street already suffer from drainage issues. A large lake is in back of my client's lot and a pond is across the street on the other side of Green Wing Teal. In part, Open Space 10 provides an outfall for the large pond directly behind it. Increasing the impervious area of the Open Spaces with a home will only exacerbate the already existing poor drainage conditions, causing damage to my client and other homeowners.

3. The proposed modification is premature as no U.S. Army Corp wetlands delineation approval has been received.

Although the Brigman wetland delineation is not authoritative, it does confirm the existence of wetlands. Due to the wetlands on Open Space 9 and 10, no action should be taken by County Council until it has been informed of the U.S. Army Corps' position. It is likely the U.S. Army Corps will differ significantly in its delineation of wetlands on the subject Open Spaces.

4. The proposed modification will unnecessarily increase density.

The existing density of this 30 year old neighborhood should not be changed. The assessment for Hurricane Matthew cleanup has already occurred and selling unimproved lots will not eliminate the assessment. Increasing density for this well-established community and decreasing green space will create more drainage issues, destroy wetlands and destroy privacy safeguards for this patio home street.

My client purchased her lot next to Open Space No. 9 with the reasonable expectation that the "Open Spaces" would not be developed and that the density on her street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

I look forward to seeing County Council on Tuesday evening to further address my client's objections to this proposed change in the PUD.

With best regards, I remain

Very truly yours,
NATE FATA, P.A.

Nate Fata

NF/sh

Attachments

cc: Theresa Floyd
Wesley Bryant, Esq.

COPY

Approved 5/2010

V XX1 V XX11

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

COVENANTS AND RESTRICTIONS

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Filed for Record in
GEORGETOWN SC
WANDA PREVATTE, REGISTER OF DEEDS
06-15-2010 At 02:43 pm.
REST COVE 53.00
Book 1494 Page 1820- 234

2010

Homesite, a townhouse villa and a condominium shall be defined for purposes of this Second Amended Declaration to have the same voting rights as a Lot.

Section 9 – "Lot Improvements" shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

Section 10 – "Member" shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 11 – "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 12 – "Patio Homesites" shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County,South Carolina.

Section 13 – "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

Section 14 – "Setback" shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 15 – "Setback Line" shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 16 – "Special Assessment" shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Second Amended Declaration.

Section 17 – "Structure" shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 18 – "Subsequent Amendment" shall mean an amendment to this Second Amended Declaration which may add property to this Second Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendmentmay, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of theSecond Amended Declaration.

Section 19 – "Voting Member" shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Second Amended Declaration. With respect to election ofDirectors to the Board of Directors of the Association, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the Amended By-Laws.

ARTICLE II

Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.

Section 1 – Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Declaration, and within the jurisdiction of the Association is located in Georgetown County, South Carolina, and is described in the attached Exhibit "A".

not absolutely prohibit the construction of docks and decks over the wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

Section 3 – Maintenance of Dock and/or Deck. All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions to shall be at the expense, solely, of the Owner in question.

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

Section 1 – Maximum Permissible Lot Area of Dwelling. The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

Section 2 – Blank (Blind) Wall Requirements. Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of theadjacent Lot from inside the residence.

Section 3 – Privacy Screens. Porches, patios and/or decks associated with Patio Homes must be screened to prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

Section 4 – Easement for Adjacent Blank Wall. There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

ARTICLE IX

Covenant for Maintenance Assessments

Section 1 – Creation of the Lien and Personal Obligation of Assessments. The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

Section 3 – Capital Improvements. Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by the Association as special assessments upon the approval of a majority of the Board of Directors of the Association and upon approval by the Voting Members representing two-thirds of the Members of the Association voting at a meeting or by ballot as may be provided in the Amended By-Laws of the Association. The Board may levy a special assessment of no more than Five Thousand and No/100 ($5,000.00) Dollars in full from the Membership or Five (5) percent of the annual budget, whichever is greater, without the approval of the Membership.

Section 4 – Capital Contribution. When Lot ownership transfers, the new Owner shall be assessed at closing an amount equal to one-sixth (1/6) of the Annual Assessment budgeted for that Lot and shall be designated as a Capital Contribution.

Section 5 – Annual Assessments. The Annual Assessments provided for in this Article IX commenced on the first day of January 1988, and have commenced on the closing of each Lot, whichever is later.

The Annual Assessments shall be payable in monthly installments, or in annual or quarterly installments if so determined by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.

Section 2 – Amendment. The Covenants and Restrictions of this Second Amended Declaration shall run with and bind the land from the date this Second Amended Declaration is recorded. This Second Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Second Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

Section 3 – Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Second Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Second Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 4 – Liability Generally. The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

The Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Second Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgagee Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deeds for Georgetown County.

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

COVENANTS AND RESTRICTIONS

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ARTICLE I

Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

Section 1 – "Annual Assessments" or "Assessments" shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

Section 2 – "Architectural Review Board" or "ARB" shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

Section 3 – "Association" shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 4 – "Common Area" or "Common Areas" shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter "the First Quit Claim Deed") dated July 11, 1996. and duly filed in the Georgetown County Clerk of Court's Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter "the Second Quit Claim Deed"), dated December 13,2010, and duly filed in the Georgetown County Clerk of Court's Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter "the Third Quit Claim Deed"), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court's Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit "A." The terms "Common Area" or "Common Areas" shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

Section 5 – "Developed Lot" shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

Section 6 – "Developer" shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

Section 7 – "Full-Home Homesites" shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as "estate" Lots.

Section 8 – "Limited Common Areas" shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

Section 9 – "Lot" shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

Section 10 – "Lot Improvements" shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

Section 11 – "Member" shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 12 – "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 13 – "Patio Homesites" shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 14 – "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

Section 15 – "Setback" shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 16 – "Setback Line" shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 17 – "Special Assessment" shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

Section 18 – "Structure" shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 19 – "Subsequent Amendment" shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

Section 20 – "Undeveloped Lot" shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

Section 21 – "Voting Member" shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

Section 2 – Violation of Parking Regulations in Common Areas. Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

Section 3 – Easements Appurtenant. The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

Section 4 – Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

Section 5 – Developer's Easement. The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

Section 6 – Maintenance. The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

Section 7 – Utility Easements. Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

Section 8 – Delegation of Use.

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

Section 2 – Conditions of Limited Dock Construction. The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

Section 3 – Maintenance of Dock and/or Deck. All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions to shall be at the expense, solely, of the Owner in question.

ARTICLE VIII

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Section 1 – Maximum Permissible Lot Area of Dwelling. The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

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prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

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Covenant for Maintenance Assessments

Section 1 – Creation of the Lien and Personal Obligation of Assessments. The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises. have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

Section 5 – Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIV

No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

ARTICLE XV

Financing Provision

Section 1 – Books and Records. Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

ARTICLE XVI

Rules and Regulations

Section 1 – Compliance by Owners with The Association's Rules and Regulations. Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

ARTICLE XVII

Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

ARTICLE XVIII

General Provisions

Section 1 – Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 2 – Amendment. The Covenants and Restrictions of this Third Amended Declaration shall run with and bind the land from the date this Third Amended Declaration is recorded. This Third Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Third Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer or their assigns hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

Section 3 – Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Third Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Third Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 4 – Liability Generally. The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

ARTICLE XIX

Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation

From: Pawleys Plantation POA <Messenger@AssociationVoice.com>
To: jenznoble <jenznoble@aol.com>
Subject: Covenants and Restrictions Amendment
Date: Wed, Aug 9, 2017 9:00 am
Attachments: Covenants Email Attachment.pdf (1906K)

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.

Item Number:	16.b
Meeting Date:	9/11/2018
Item Type:	DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
Liberty Georgetown Steel will invest $16.6 million within the investment window (year 1-5) and maintain the statutory minimum thereafter. The company will create and maintain approximately 150 new, full-time jobs.

FINANCIAL IMPACT:
Assessment ratio of 6% with locked millage rate for 20 years.

OPTIONS:
1. Adopt Ordinance No. 2018-07.
2. Do no adopt Ordinance No. 2018-07.

STAFF RECOMMENDATIONS:
Recommendation for approval of Ordinance No. 2018-07.

NOTE: Third reading of Ordinance No. 2018-07 will be deferred until September 25th pending a public hearing on the matter.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-07 - Authorizing the execution and delivery of a Fee in Lieu of Tax Agreement with Liberty Steel Inc	Ordinance
🗋	Liberty Steel Fee Agreement	Backup Material

ORDINANCE NO. 2018-07

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, GEORGETOWN COUNTY, SOUTH CAROLINA (the ***"County"***), acting by and through its County Council (the ***"County Council"***), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***) of the Code of Laws of South Carolina 1976, as amended (the ***"Code"***), to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through such powers the industrial development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the ***"Multi-County Park Act"***) to enter into agreements (each a "Park Agreement") with one or more contiguous South Carolina counties for the creation and operation of one or more joint-county industrial and business parks (each a ***"Park"***); and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2018 (the ***"Inducement Agreement"***) with Liberty Steel Georgetown, Inc., a Delaware corporation (the ***"Company"***), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute and an expansion of the Company's existing facilities in the County for the manufacture of coiled wire rod and other products (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately at least $16,600,000.00 in the County and the expected creation and maintaining of approximately 150 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of the Multi-County Park Act, the County intends to

cause the Project, to the extent not already therein located, to be placed in a Park; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, enter into a Fee in Lieu of Tax Agreement with the Company (the ***"Fee Agreement"***), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, the County and ISG Georgetown, Inc. entered into an Inducement and Millage Rate Agreement dated as of August 10, 2004 (the ***"2004 Inducement Agreement"***) to provide for the establishment and location of an additional "Project" in the County pursuant to the terms of the FILOT Act (the ***"2004 Project"***); and

WHEREAS, pursuant to the 2004 Inducement Agreement, the County Council enacted on December 20, 2005 an Ordinance (hereinafter the ***"2005 Fee Ordinance"***) to authorize the County to enter into certain agreements and transactions contemplated in the Inducement Agreement with ISG Georgetown, Inc., including, but not limited to, a fee-in-lieu of tax agreement relating to the 2004 Project; and

WHEREAS, in furtherance of the 2004 Project and in accordance with the terms of the 2004 Inducement Agreement and the 2005 Fee Ordinance, the County and ISG Georgetown, Inc. executed and delivered that certain Fee in Lieu of Tax Agreement dated as of December 20, 2005 (hereinafter the ***"2005 Fee Agreement"***); and

WHEREAS, in connection with one or more merger(s), stock sale(s), or corporate reorganization(s), ISG Georgetown, Inc. subsequently changed its corporate name to Arcelormittal Georgetown, Inc., and has again changed its name to Liberty Georgetown Steel, Inc. (the name of the Company); and,

WHEREAS, to the extent that the above described merger(s), stock sale(s), or corporate reorganization(s) (hereinafter the ***"Transfers"***) require consent of the County under the 2005 Fee Agreement and/or the Transfer Provisions (as such term is defined therein) in order for the 2005 Fee Agreement and the benefits provided to the Company thereunder to continue with and/or be assigned or transferred to the Company following such Transfers, the County desires to grant such consent; and,

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" and "economic development property" as said terms are referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Georgetown County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of the Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project site to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Multi-County Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project site in such Park during the term of the incentives provided for pursuant to the Inducement Agreement and the Fee Agreement or subsequent ordinances or agreements.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 5. The County hereby consents to the Transfers and to the continuation of the 2005 Fee Agreement in the name of and for the benefit of the Company; provided, however, that in

so consenting the County has not waived any default or breach under the 2005 Fee Agreement or otherwise waived any rights or remedies it may have thereunder.

Section 6. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this __ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

_____
Chairman of County Council

Attest:

_____
Clerk to County Council

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, the undersigned Clerk to County Council of Georgetown County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2018, _____, 2018, and _____, 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____

____

Clerk to County Council,
Georgetown County, South Carolina

Dated: _____, 2018

FEE IN LIEU OF TAX AGREEMENT

Between

GEORGETOWN COUNTY, SOUTH CAROLINA

and

LIBERTY STEEL GEORGETOWN, INC.

Dated as of _____, 2018

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FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	**Liberty Steel Georgetown, Inc.**	**Project Name:**	**Liberty Steel**
Projected Investment:	**$25,600,000.00**	**Projected Jobs:**	**220**
Location (street):	**420 South Hazard Street**	**Tax Map Nos.:**	**See Exhibit A**
1. FILOT			
Required Investment:	$16,600,000.00		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6.0%	Term (years):	20 years
Fixed Millage:	293.5	Net Present Value (if yes, discount rate):	
Clawback information:	Company must invest the Contract Minimum Investment Requirement of $16,600,000.00 during the Investment Period and maintain the FILOT Act Minimum Requirement thereafter. Must hire and thereafter maintain 150 new full-time employees in the County. See Sections 4.01(b) and 4.02.		
2. MCIP			
Included in an MCIP:	New MCIP to be established.		
If yes, Name & Date:			
3. SSRC			
Total Amount:	N/A		
No. of Years	N/A		
Yearly Increments:	N/A		
Clawback information:	N/A		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the **"*Fee Agreement*"**) is made and entered into as of _____, 2018 by and between **GEORGETOWN COUNTY, SOUTH CAROLINA** (the **"*County*"**), a body politic and corporate and a political subdivision of the State of South Carolina (the **"*State*"**), acting by and through the Georgetown County Council (the **"*County Council*"**) as the governing body of the County, and **LIBERTY STEEL GEORGETOWN, INC.**, a corporation organized and existing under the laws of the State of Delaware (the **"*Company*"**).

RECITALS

1. Title 12, Chapter 44 (the **"*FILOT Act*"**), Code of Laws of South Carolina, 1976, as amended (the **"*Code*"**), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company's facilities in the County for the manufacture of coiled wire rod and related products.

3. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

4. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

5. By enactment of an Ordinance on _____, 2018, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

"Affiliate" shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

"Company" shall mean Liberty Steel Georgetown, Inc., a Delaware corporation, the Landlord and Operating Company, and, subject to the provisions of Section 5.09 hereof, any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

"Condemnation Event" shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $16,600,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

"County" shall mean Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Georgetown County Administrator, or the person holding any successor office of the County.

"County Assessor" shall mean the Georgetown County Assessor, or the person holding any successor office of the County.

"County Auditor" shall mean the Georgetown County Auditor, or the person holding any successor office of the County.

"County Council" shall mean Georgetown County Council, the governing body of the County.

"County Treasurer" shall mean the Georgetown County Treasurer, or the person holding any successor office of the County.

"Defaulting Entity" shall have the meaning set forth for such term in Section 6.02(a) hereof.

"Deficiency Amount" shall have the meaning set forth for such term in Section 4.02 hereof.

"Department" shall mean the South Carolina Department of Revenue.

"Diminution in Value" in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01(a) of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company's or any Sponsor Affiliate's removal and/or disposal of equipment pursuant to Section 4.03 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

"Economic Development Property" shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

"Equipment" shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

"Event of Default" shall mean any event of default specified in Section 6.01 hereof.

"Exemption Period" shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year's investment made during the Investment Period.

"Fee Agreement" shall mean this Fee in Lieu of Tax Agreement.

"FILOT" or ***"FILOT Payments"*** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

"FILOT Act" shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

"FILOT Act Minimum Investment Requirement" shall mean, with respect to the Project, an investment of at least $2,500,000 by the Company, or of at least $5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

"Improvements" shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

"Investment Period" shall mean, and shall be equal to, the Standard Investment Period.

"Land" means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

"MCIP Act" shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

"MCIP Agreement" shall mean the Agreement for Development of Joint Industrial and Business Park (Liberty Steel Georgetown, Inc.) dated as of _____, 2018, as amended, between the County and _____ County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

"MCIP" shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

"Minimum Job Requirement" shall mean 150 new full-time jobs (with benefits) created and thereafter maintained by the Company at the Project.

"Phase" or ***"Phases"*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word "Phase" shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

"Project" shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

"Removed Components" shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.03 hereof or as a result of any Condemnation Event.

"Replacement Property" shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of

whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

"Sponsor Affiliate" shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

"Standard Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

"State" shall mean the State of South Carolina.

"Suspension Year" shall have the meaning given such term in Section 4.01(b) hereof.

"Termination Date" shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term "investment" or "invest" as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a "project" within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is [293.5 mills], which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2018, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State, has the power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the manufacture of coiled wire rod and related products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement and Minimum Job Requirement within the Investment Period and to maintain at least 150 net, full-time, jobs (with benefits) for any tax year within the term of the Fee Agreement.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Minimum Job Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20__.

(b) Pursuant to the FILOT Act and subject to Sections 4.01(b) and 4.02 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.01(b) and 4.02 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

(d) During the term of this Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, a copy of their most recent quarterly payment and wage report filings with the South Carolina Department of Employment and Workforce with respect to the Project, not later than thirty (30) days following delivery thereof to the South Carolina Department of Employment and Workforce.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. Except as otherwise provided herein, the determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 293.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) Notwithstanding the foregoing provisions related to calculation of FILOT Payments, if after the expiration of the Investment Period, other than during the final property tax year of the Exemption Period, the number of full-time jobs (with benefits) maintained by the Company at the Project falls below 150 during any property tax year, then the FILOT Payment paid for the next proceeding property tax year (such year being a ***"Suspension Year"***) shall be calculated as if no part of the Project were Economic Development Property, so that the FILOT Payment to be paid with respect to such Suspension Year is equal to the normal *ad valorem* taxes which would have been due and payable with respect to the Project for such Suspension Year had this Fee Agreement not been entered into. The parties hereto agree that, to the extent necessary for the adjustment to the FILOT Payments described in the preceding sentence to comply with the requirements of the FILOT Act, the adjustment described in the preceding sentence shall be deemed to have been accomplished (without regard to the assessment ratio shown on the Company's FILOT Payment bill) by an increase of the assessment ratio used to calculate the FILOT Payment for such Suspension Year to the assessment ratio necessary for the FILOT Payment to be paid with respect to the Project for such Suspension Year to equal the normal *ad valorem* taxes with respect to the Project for such Suspension Year without adjustment to the millage rate applied to, or value of, the Project to be used in calculating FILOT Payments under the FILOT Act and this Fee Agreement. In the event the number of full-time jobs (with benefits) maintained by the Company at the Project falls below 150 at any point during the final property tax year of the Exemption Period, the County may, if possible, adjust the FILOT Payment bill for such final property tax year as if it were a Suspension Year as provided above, and if the County does not or cannot adjust the FILOT Payment bill in such manner, then the Company shall, in addition to the FILOT Payment due for such year, pay to the County the difference between the FILOT Payment to be paid for such year and normal *ad valorem* taxes with respect to the Project on or before the date on which the Company's FILOT Payment is due and payable, which amount shall, if not paid by such date, accrue interest at the statutory rate of interest provided for late payment of *ad valorem* taxes.

(c) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Company or any Sponsor Affiliate asserts in any legal action or proceeding that the provisions of Section 4.01(b) are invalid or unenforceable for any reason, or if the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Failure to Achieve Minimum Investment Requirement or Minimum Job Requirement; Reporting Requirements

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement or Minimum Job Requirement by the end of the Investment Period,

this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (such excess, a "Deficiency Amount") for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certifications as to investment in the Project as well as the adherence to the Minimum Job Requirement. Such certifications shall be in substantially the forms attached hereto as Exhibit B and Exhibit C, respectively, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period. In addition, and without limitation of the foregoing, the Company and all Sponsor Affiliates shall provide to the County copies of all quarterly payment and wage report filings made with the South Carolina Department of Employment and Workforce with respect to the Project not later than thirty (30) days following delivery thereof to the South Carolina Department of Employment and Workforce.

Section 4.03 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.04 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic

Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.05 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(c) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.02 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of

any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the

obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in substantially the form set forth as Exhibit D attached hereto. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act. [The Company hereby designates as a Sponsor Affiliate _____, a _____ _____.]

[End of Article V]

DEFAULT

Section 6.01 Events of Default

The following shall be "Events of Default" under this Fee Agreement, and the term "Event of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the "*Defaulting Entity*") shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies

that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Liberty Georgetown Steel, Inc.
Attn: _____
_____
_____

With a copy to:

_____
_____
_____
_____

If to the County:

Georgetown County
Attn: County Administrator
129 Screven Street
Georgetown, SC 29442

And a copy to:

McNair Law Firm, P.A.
Attn.: Brandon T. Norris
104 S. Main Street, Suite 700
Greenville, SC 29601

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however,* that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Sections 4.01(b) or 4.02 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
Chairman of County Council

By:_____
County Administrator

ATTEST:

_____
Clerk to County Council of
Georgetown County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax Agreement]

LIBERTY GEORGETOWN STEEL, INC.

_____

By: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax Agreement]

EXHIBIT A

LEGAL DESCRIPTION

TRACT ONE:
Parcels 1 through 9, inclusive, on a map entitled "Map Showing the Property in the City of Georgetown owned by Georgetown Steel Corporation" dated September 2, 1987, prepared by Samuel M. Harper, R.L.S., and recorded in the Office of the Register of Deeds for Georgetown County, South Carolina in Plat Book 9 at Page 133.

ALSO:

Parcel 14: All that certain piece, parcel or lot of land situate, lying and being in the City and County of Georgetown, State of South Carolina, containing 1.58 acres as shown on a plat of "Survey of 1.58 acres of land to be conveyed to Georgetown Steel Corporation, Located in the City of Georgetown, Surveyed for Georgetown Steel Corporation", dated October 25, 1988 and prepared by Samuel M. Harper, R.L.S., and recorded in the office of the Register of Deeds for Georgetown County in Plat Slide 15 at Page IB.

TMS# 05-0026A-001-00-00; #05-0026A-002-00-00; #05-0025-059-03-00; #05-0028- 022-01-00; #05-0025-025-00-00; #05-0025-0047-00-00; #05-0025-048-00-00; #05-0025- 057-00-00; #05-0025-053-00-00; #05-0025-052-00-00; #05-0025-006-00-00; #05-0025- 007-00-00; #05-0025-008-00-00; 05-0026-085-00-00; 05-0026-119-00-00; 05-0028-022-00-00;

ALSO:

TRACT TWO:
Parcels 1, 3 and 5, containing 4.80, 2.87 and 7.93 acres, respectively, acquired from Cytec Industries, Inc., on March **7**, 1996 and shown on map entitled "Map of 40.44 Acres in the City of Georgetown and Georgetown County Surveyed for Cytec Industries, Inc.," by J. Luckey Sanders, R.L.S., dated December 14, 1995, revised February 28, 1996 and recorded in the Office of the ROD for Georgetown County, South Carolina in Plat Slide 194, Page 5.

TMS# 05-0028-023-01-00 (Parcels 1, 3 and Portion of Parcel 5);
TMS# 01-0439-003-01-00 (Portion of Parcel 5)

The above parcels being premises conveyed unto ISG Georgetown Inc. by deed of Georgetown Steel Company LLC dated June 18 2004 and recorded on June 18, 2004 in Deed Book 1526 at page 143 in the Office of the ROD for Georgetown County.

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of Liberty Georgetown Steel, Inc. (the ***"Company"***), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax Agreement dated as of _____, 2018 between Georgetown County, South Carolina and the Company (the ***"Agreement"***), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was $_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is $_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

_____
Name:_____
Its:_____

EXHIBIT C

MINIMUM JOB REQUIREMENT CERTIFICATION

I _____, the _____ of Liberty Georgetown Steel, Inc. (the ***"Company"***), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Georgetown County, South Carolina and the Company (the ***"Agreement"***), as follows:

(1) The full-time jobs created by the Company in Georgetown County with respect to the Project during the calendar year ending December 31, 20__ was _____.

(2) The cumulative total full-time jobs created and maintained by the Company in Georgetown County with respect to the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is _____.

(3) At no time during the calendar year ending December 31, 20__ did employment for the Project and maintained by the Company fall below 150 full-time employees.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

_____
Name:_____
Its:_____

EXHIBIT D

FORM OF JOINDER AGREEMENT

Reference is hereby made to that certain Fee Agreement effective as of _____ __, 2018 ("Fee Agreement"), between Georgetown County, South Carolina ("County") and Liberty Georgetown Steel, Inc. ("Company").

1. Joinder to Fee Agreement. The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement, and (b) acknowledges and agrees that: (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Sections 12-44-30(19), 12-44-30(20) and 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 7.01 of the Fee Agreement shall be sent to:

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

_____ _____

Date

By:_____

Name:_____

Its: _____

Address: _____

_____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By:_____

Name:_____

Its: _____

Item Number:	16.c
Meeting Date:	9/11/2018
Item Type:	DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
ORDINANCE NO. 2018-08 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
Georgetown County, South Carolina and Williamsburg County, South Carolina are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties.

In order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A.

A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement.

Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park, which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others ("Georgetown Participating Taxing Entities") in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

FINANCIAL IMPACT:
The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will

apply to any business enterprise locating in the Park.

OPTIONS:
1. Adopt Ordinance No. 2018-08.
2. Do not adopt Ordinance No. 2018-08.

STAFF RECOMMENDATIONS:
Recommendation for approval of Ordinance No. 2018-08.

NOTE: Third reading of Ordinance No. 2018-08 will be deferred until September 25th pending a public hearing on the matter.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-08 Authorizing a Multi-County Industrial Park Agreement with Liberty Steel	Ordinance
🗋	MCIP Agreement with Williamsburg County	Backup Material

ORDINANCE NO. 2018-08

AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, Georgetown County, South Carolina ("Georgetown County") and Williamsburg County, South Carolina ("Williamsburg County", and Georgetown County and Williamsburg County collectively, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act").

NOW, THEREFORE, BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL:

Section 1: Georgetown County is hereby authorized to execute and deliver a written agreement to jointly develop an industrial and business park (the "Park") with Williamsburg County. The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A hereto as of the date hereof. The form of the Agreement for Development of Joint County Industrial and Business Park (the "Agreement") shall be in substantially the form attached hereto as Exhibit B. The form, terms and provisions of the Agreement attached hereto as Exhibit B be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council of Georgetown County, and the Administrator of Georgetown County be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Georgetown County. The Agreement is to be in substantially the form attached hereto as Exhibit B, or with such changes therein as shall be approved by the officials of Georgetown County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement attached hereto as Exhibit B.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business

days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement. Payments of fees-in-lieu of *ad valorem* taxes shall be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Georgetown County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park ("Georgetown Park Revenues"), which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others ("Georgetown Participating Taxing Entities") in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

Section 5. The administration, development, promotion, and operation of the Park shall be the responsibility of Georgetown County, provided, that to the extent any Park premises is owned by a private party, the private party shall be responsible for development expenses as contained in the Agreement.

Section 6. In order to avoid any conflict of laws or ordinances between the Counties, Georgetown County ordinances will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

Section 7. The public safety officials which serve the Park shall be those which would otherwise normally provide such services in the geographic area within which the Park is located.

Section 8. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 9. The Agreement may not be terminated except by concurrent ordinances of Georgetown County Council and Williamsburg County Council, in accordance with the terms of the Agreement.

Section 10. This Ordinance shall be effective after third and final reading and approval by Georgetown County Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

WITNESS our hands and seals this ___ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

BY: _____
Chairman, County Council,
Georgetown County, South Carolina

BY: _____
Administrator
Georgetown County, South Carolina

ATTEST:

BY: _____
Clerk to County Council
Georgetown County, South Carolina

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

Exhibit B

Agreement for Development of Joint County Industrial and Business Park

[*see attached*]

ORDINANCE NO. 2018-**007**

AN ORDINANCE OF WILLIAMSBURG COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, Williamsburg County, South Carolina ("Williamsburg County") and Georgetown County, South Carolina ("Georgetown County", and Williamsburg County and Georgetown County collectively, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of, the Counties, the Counties propose to enter into an agreement to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act").

NOW, THEREFORE, BE IT ORDAINED BY THE WILLIAMSBURG COUNTY COUNCIL:

Section 1: Williamsburg County is hereby authorized to execute and deliver a written agreement to jointly develop an industrial and business park (the "Park") with Georgetown County. The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County Tax Map Number(s) set forth on Exhibit A hereto as of the date hereof. The form of the Agreement for Development of Joint Industrial and Business Park (Liberty Steel Georgetown, Inc.) (the "Agreement") shall be in substantially the form attached hereto as Exhibit B. The form, terms and provisions of the Agreement attached hereto as Exhibit B be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Supervisor of Williamsburg County is hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Williamsburg County. The Agreement is to be in substantially the form attached hereto as Exhibit B, or with such changes therein as shall be approved by the officials of Williamsburg County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement attached hereto as Exhibit B.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days

following the end of the calendar quarter of its receipt of such fees-in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of such fees-in-lieu of *ad valorem* taxes to the Williamsburg County Treasurer pursuant to the terms of the Agreement. Payments of fees-in-lieu of *ad valorem* taxes shall be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Georgetown County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. The administration, development, promotion, and operation of the Park shall be the responsibility of Georgetown County; provided, however, that to the extent any Park premises is owned by a private party, the private party shall be responsible for development expenses as contained in the Agreement.

Section 5. In order to avoid any conflict of laws or ordinances between the Counties, Georgetown County ordinances will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

Section 6. The public safety officials which serve the Park shall be those which would otherwise normally provide such services in the geographic area within which the Park is located.

Section 7. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 8. The Agreement may not be terminated except by concurrent ordinances of Georgetown County Council and Williamsburg County Council, in accordance with the terms of the Agreement.

Section 9. Williamsburg County hereby designates that the distribution of the fee-in-lieu of *ad valorem* taxes pursuant to the Agreement received and retained by Williamsburg County for Park premises shall be as directed, from time to time, by ordinance of Williamsburg County Council or its successor.

Section 10. This Ordinance shall be effective after third and final reading and approval by Williamsburg County Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

WITNESS our hands and seals this 7th day of May, 2018.

WILLIAMSBURG COUNTY, SOUTH CAROLINA

BY: Stanley S. Pasley, County Supervisor
Williamsburg County, South Carolina

ATTEST:

BY: Tammi Epps-McClary, Clerk to County Council
Williamsburg County, South Carolina

First Reading: April 2, 2018
Second Reading: April 17, 2018
Third Reading: May 7, 2018
Public Hearing: May 7, 2018

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

Exhibit B

Agreement for Development of Joint County Industrial and Business Park

[*see attached*]

STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT FOR DEVELOPMENT OF
COUNTY OF GEORGETOWN	)	JOINT COUNTY INDUSTRIAL AND
	)	BUSINESS PARK (LIBERTY STEEL
COUNTY OF WILLIAMSBURG	)	GEORGETOWN, INC.)

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Georgetown County, South Carolina ("Georgetown County"), dated as of _____, 2018, is made and entered into by and between Georgetown County and Williamsburg County, South Carolina ("Williamsburg County", and Georgetown County and Williamsburg County collectively, the "Counties"), both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, the Counties have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said Counties, and to increase the tax base of Georgetown County, there should be established in Georgetown County a joint county industrial and business park (the "Park"), which Park shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

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

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

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. **Location of the Park.**

(A) The Park consists of property located in Georgetown County, as is hereinafter more specifically described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

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

(C) Prior to the adoption by Georgetown County Council and by Williamsburg County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the Georgetown County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Georgetown County at least once and not less than fifteen (15) days prior to such hearing.

(D) Notwithstanding the foregoing, for a period of thirty-five (35) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner thereof and the Counties and, if applicable, lessee of such parcel.

4. **Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Georgetown County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

A.	Georgetown County	100%
B.	Williamsburg County	0%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

A.	Georgetown County	99%
B.	Williamsburg County	1%

Any payment by Georgetown County to Williamsburg County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Georgetown County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Georgetown County shall not be obligated to pay to Williamsburg County more than Williamsburg County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Georgetown County and Williamsburg County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Georgetown County into any one or more negotiated fee-in-lieu of tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in Georgetown County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County shall be identical to the percentage established for the allocation of revenue to Georgetown County pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Georgetown County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

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

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Georgetown County and Williamsburg County agree that this Agreement may not be terminated by either party for a period of thirty-five (35) years commencing with the effective date hereof.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

WITNESS our hands and seals as of this ___ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Georgetown County, South Carolina

By: _____
Administrator
Georgetown County, South Carolina

(SEAL)

ATTEST:

_____
Clerk to County Council
Georgetown County, South Carolina

WITNESS our hands and seals as of this 7th day of May, 2018.

WILLIAMSBURG COUNTY, SOUTH CAROLINA

By: _____
Stanley S. Pasley, County Supervisor
Williamsburg County, South Carolina

(SEAL)

ATTEST:

_____
Tammi Epps – McClary, Clerk to County Council
Williamsburg County, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

Item Number:	16.d
Meeting Date:	9/11/2018
Item Type:	DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Recreation & Community Services

ISSUE UNDER CONSIDERATION:
ORDINANCE NO. 2018-09 - AN ORDINANCE ESTABLISHING PARKING REGULATIONS FOR THE MURRELLS INLET BOAT LANDING AND PARKING AREA AND PROVIDING FOR THE ENFORCEMENT THEREOF.

CURRENT STATUS:
Second reading.

POINTS TO CONSIDER:
The South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017. Georgetown County is now tasked with maintenance and operation of the facility.

It has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers. It has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended.

The Murrells Inlet area of Georgetown County is highly populated, especially during the tourist “season”, and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

OPTIONS:
1. Adopt Ordinance No. 2018-09.
2. Do not adopt Ordinance No. 2018-09.

STAFF RECOMMENDATIONS:
Recommendation to defer action on Ordinance No. 2018-09.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-09 Providing for Parking Regulations for Murrells Inlet Boat Landing	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2018-09**
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-09 - AN ORDINANCE ESTABLISHING PARKING REGULATIONS FOR THE MURRELLS INLET BOAT LANDING AND PARKING AREA AND PROVIDING FOR THE ENFORCEMENT THEREOF.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, the South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017; and

WHEREAS, the County is now tasked with maintenance and operation of the facility; and

WHEREAS, it has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers; and

WHEREAS, it has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended; and

WHEREAS, the Murrells Inlet area of Georgetown County is highly populated, especially during the tourist "season", and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL THAT:

1. The Murrells Inlet Boat Landing Parking Area shall be accessible only for the parking of vehicles with attached boat trailers and marked the same.
2. Signage shall be erected on site of the landing and parking area clearly designating the restrictions of the parking area related to use by vehicles with attached boat trailers.
3. Any vehicle found in the parking area without an attached boat trailer will be found in violation of this ordinance and subject to the enforcement measures, fines and penalties outlined in Section 3 of GEORGETOWN COUNTY ORDINANCE NO. 2012-15: AN ORDINANCE TO REGULATE THE PARKING OF VEHICLES IN, ALONG, AND ADJACENT TO STREETS, HIGHWAYS, AND PARKING FACILITIES UNDER THE JURISDICTION OF GEORGETOWN COUNTY, as amended (2014-02).
4. Administration: The Georgetown County Summary Court is vested with administrative authority of this Ordinance which includes, but not limited to, collection, reporting and remittance to the County of any fines and administering court appearances.
5. Enforcement: The Georgetown County Sheriff is vested with the authority to enforce this Ordinance within Georgetown County.
6. If any portion of this Ordinance shall be deemed unlawful, unconstitutional, or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

7. Any prior Ordinance, the terms of which may demonstrate a conflict herewith, is, only to the extent of such conflict, hereby repealed.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF APRIL, 2018.

_____ (Seal)
Chairman, Georgetown County Council

ATTEST:

_____
Clerk to Council

This Ordinance, No 2018-09, has been reviewed by me and is hereby approved as to form and legality.

_____
Wesley P. Bryant,
Georgetown County Attorney

First Reading: March ___, 2018
Second Reading: April ___, 2018
Third Reading: April ___, 2018

Item Number:	16.e
Meeting Date:	9/11/2018
Item Type:	DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL

DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:
ORDINANCE NO. 2018-21 - AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT SAND" (THE "COMPANY") AND GEORGETOWN COUNTY, WHEREBY GEORGETOWN COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE PAYMENT OF SPECIAL SOURCE CREDITS AGAINST SUCH PAYMENTS IN LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
Georgetown County, South Carolina desires to enter into a Fee-in-Lieu of Tax Agreement with a company known for the time being as "Project Sand", as the Company has expressed its intent to the County to make capital investment in Georgetown County.

Georgetown County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, to designate real and tangible personal property as "economic development property"; to enter into an arrangement which provides for payments-in-lieu of taxes for a project qualifying under the FILOT Act; and to permit investors to claim special source credits against their Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving Georgetown County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of Georgetown County.

Georgetown County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act, and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors.

The Company proposes to develop a facility in Georgetown County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property which the Company has represented will likely consist of a capital investment of at least Forty Million Dollars ($40,000,000.00) in the County. The County has made specific proposals, including proposals to offer certain economic development incentives for the purpose of inducing the Company to invest funds to acquire and equip the Negotiated FILOT Project. It is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives.

FINANCIAL IMPACT:
Incentives are pursuant to the terms and conditions set forth in the FILOT Agreement.

OPTIONS:
1. Adopt Ordinance No. 2018-21 authorizing the execution and delivery of a Fee-In-Lieu of Tax Agreement by and between Georgetown County and a Company known for the time being as "Project Sand".

2. Do not adopt Ordinance No. 2018-21.

STAFF RECOMMENDATIONS:

Third reading of Ordinance No. 2018-21 authorizing the execution and delivery of a Fee-In-Lieu of Tax Agreement by and between Georgetown County and a Company known as "Project Sand" is deferred pending a public hearing on this matter.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 2018-21 Authorizing the Execution of a FILOT Agreement with "Project Sand"	Ordinance
🗋	Project Sand FILOT Agreement	Backup Material

ORDINANCE No. 2018-21

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT SAND" (THE "COMPANY") AND GEORGETOWN COUNTY, WHEREBY GEORGETOWN COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR THE PAYMENT OF SPECIAL SOURCE CREDITS AGAINST SUCH PAYMENTS IN LIEU OF *AD VALOREM* TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Georgetown County, South Carolina (the "County") desires to enter into a Fee-in-Lieu of Tax Agreement with a company known for the time being as "Project Sand" (the "Company") (such agreement, the "FILOT Agreement"), as the Company has expressed its intent to the County to make capital investment in Georgetown County;

WHEREAS, as a result of the Company's desire to undertake such investment, the Company has asked the County to enter into a FILOT Agreement by and between the Company and the County, in order to encompass the terms of the project;

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "FILOT Act") of the Code of Laws of South Carolina 1976, as amended (the "Code"), to designate real and tangible personal property as "economic development property"; to enter into an arrangement which provides for payments-in-lieu of taxes ("Negotiated FILOT Payments") for a project qualifying under the FILOT Act; and to permit investors to claim special source credits against their Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving Georgetown County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of Georgetown County ("Infrastructure Improvements");

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "the MCIP Act") to provide for payments-in-lieu of taxes ("FILOT Payments") with respect to property located in a multi-county business or industrial park created under the MCIP Act, and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors;

WHEREAS, the Company proposes to develop a facility in Georgetown County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property (the "Negotiated FILOT Project") which the Company has represented will

likely consist of a capital investment of at least Forty Million Dollars ($40,000,000.00) in the County;

WHEREAS, the Negotiated FILOT Project is located entirely within Georgetown County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein;

WHEREAS, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest funds to acquire and equip the Negotiated FILOT Project (the "Incentives"); and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives;

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Revenue and Fiscal Affairs Office and the South Carolina Department of Revenue:

(a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;

(b) the anticipated dollar amount and nature of the investment to be made; and

(c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council's investigation of the Negotiated FILOT Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Revenue and Fiscal Affairs Office and the South Carolina Department of Revenue, as required, County Council hereby find that:

(a) the Negotiated FILOT Project constitutes a "project" as that term is defined in the FILOT Act;

(b) the Negotiated FILOT Project will serve the purposes of the FILOT Act;

(c) the investment by the Company in the Negotiated FILOT Project is anticipated to be at least Forty Million Dollars ($40,000,000.00) by the Company within ten (10) years from the end of the property tax year in which the initial portion of the Negotiated FILOT Project is placed in service under the FILOT Agreement (as defined herein);

(d) the Negotiated FILOT Project will be located entirely within the County;

(e) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;

(f) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;

(g) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;

(h) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and

(i) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the Negotiated FILOT Project is designated as "economic development property" under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company, which will provide Negotiated FILOT Payments to be made with respect to the Company's portion of the Negotiated FILOT Project based upon a 6% assessment ratio and a millage rate which shall be fixed for the full term of the FILOT Agreement and shall be the lower of the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is to be located on either (1) the June 30 preceding the year in which the FILOT Agreement is executed, or (2) the June 30 of the year in which the FILOT Agreement is executed, for a term of thirty (30) years, all as more fully set forth in FILOT Agreement by and among the County and the Company.

Section 4. Special Source Revenue Credits. After the identification of qualifying Infrastructure Improvements located solely within the County and the costs thereof to the satisfaction of the County, the County will provide to the Company special source revenue or infrastructure improvement credits under the Code as follows:

> For the project, the Company shall be entitled to claim special source revenue credits against the annual Negotiated FILOT Payments with respect to the Negotiated FILOT Project in an amount equal to: twenty percent (20%) of such annual Negotiated FILOT Payments for the first ten (10) years, with higher special source revenue credits available if the Company reaches additional investment milestones, in each case pursuant to the terms and conditions set forth in the FILOT Agreement.

Section 5. Execution of the FILOT Agreement. The form, terms and provisions of

the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 6. Miscellaneous.

(a) The Chair of County Council and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;

(c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;

(d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and

(e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

[Signature Page to Follow]

GEORGETOWN COUNTY, SOUTH CAROLINA

By:_____
Johnny Morant, Chair of County Council

ATTEST:

_____
Theresa Floyd, Clerk to County Council

First Reading: [_____], 2018
Second Reading: [_____], 2018
Public Hearing: [_____], 2018
Third Reading: [_____], 2018

FEE AGREEMENT

by and between

[PROJECT SAND]

and

GEORGETOWN COUNTY, SOUTH CAROLINA

Dated as of [_____], 2018

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FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of [_____], 2018, by and between [PROJECT SAND], a [_____] ("Company"), and Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (*i*) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (*ii*) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (*iii*) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, the Company proposes to locate certain business operations in the County (the "Project");

WHEREAS, the Company anticipates that the Project will result in an investment of approximately Forty Million Dollars ($40,000,000.00);

WHEREAS, the County Council approved, on July 24, 2018, an inducement resolution (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement;

WHEREAS, as a result of the Company locating certain operations in the County, the Company requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT payments pursuant to the Act;

WHEREAS, for the Project, the parties have determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of $1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:

   [PROJECT SAND]
   Georgetown County, South Carolina

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

   [_____]
   Georgetown County

3. Minimum investment agreed upon: $40,000,000.00

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period (subject to extension upon meeting certain investment and job creation thresholds, as set forth herein)

5. Assessment ratio applicable for each year of this Agreement: 6% (subject to reduction upon meeting certain investment and job creation thresholds, as set forth herein)

6. Millage rate applicable for each year of this Agreement: 228.1 mills

7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.

8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.

9. Statements:

   (a) The Project is to be located in a multi-county industrial or business park;
   (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
   (c) Special Source Revenue Credits will be awarded to Economic Development Property in the amount of 20% of FILOT Payments for years 1-10;
   (d) Payment will not be modified using a net present value calculation; and
   (e) Replacement property provisions will apply.

10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. None.

11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Company.

12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

"*Act*" or "*Simplified FILOT Act*" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"*Administration Expense*" shall mean the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (*i*) the preparation, review, approval and execution of this Agreement; (*ii*) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (*iii*) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof. The County acknowledges and agrees that the obligation of the Company for payment of Administration Expenses shall be limited as set forth in Section 12.03 hereof.

"*Affiliate*" shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

"*Agreement*" shall mean this Fee Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of March 19, 2018.

"Co-Investor" shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

"*Code*" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"*Company*" shall mean [PROJECT SAND], and is successors and assigns.

"*Confidential Information*" shall have the meaning set forth in Section 4.02(c) hereof.

"*County*" shall mean Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"*County Council*" shall mean the governing body of the County and its successors.

"*Department of Revenue*" shall mean the South Carolina Department of Revenue.

"*Economic Development Property*" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property.

"*Equipment*" shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

"*Event of Default*" shall have the meaning set forth in Section 11.01(a) hereof.

"*Existing Property*" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (*i*) the Real Property; (*ii*) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such

property; or (*iii*) modifications which constitute an expansion of Existing Property. Notwithstanding the foregoing, property which property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property shall not constitute "Existing Property" if the Company (together with any Co-Investors) invests at least an additional Forty-Five Million Dollars ($45,000,000.00) in the Project.

"*Filings*" shall have the meaning set forth in Section 4.02(b) hereof.

"*FILOT*" shall mean the fee-in-lieu of taxes, which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

"*FILOT Payments*" shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

"*Indemnified Parties*" shall have the meaning set forth in Section 8.03 hereof.

"*Inducement Resolution*" shall have the meaning set forth in the recitals hereto.

"*Investment Commitment*" shall mean the agreement of the Company and any other Co-Investors to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

"*Investment Period*" shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is ten (10) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service. The County acknowledges that the Investment Period represents the five-year base investment period allowed under the Act, with a five-year extension that the County has hereby granted pursuant to 12-44-30(13).

"*Multi-County Park*" shall mean the multi-county industrial/business park established pursuant to a qualifying agreement with [_____] County, dated [_____] (as amended, modified and supplemented from time to time).

"*Multi-County Park Act*" shall have the meaning set forth in the recitals hereto.

"*Negotiated FILOT*" shall have the meaning set forth in Section 5.01(b) hereof.

"*Negotiated FILOT Payment*" shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

"*Non-Qualifying Property*" shall mean that portion of the Project consisting of: (*i*) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (*ii*) Existing Property; and (*iii*) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

"*Person*" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"*Project*" shall mean, collectively herein, the Project, and shall include the Real Property (including buildings, improvements and fixtures), water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

"Project Commitment Period" shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service

"*Project Millage Rate*" shall mean a millage rate of 228.1 mills.

"*Property Tax Year*" shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

"*Real Property*" shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto, together with any buildings, improvements and fixtures upon such real estate. Additional real estate may be included in Exhibit A by amendment as provided in the Section 12.11 of this Agreement.

"*Related Entities*" shall have the meaning set forth in Section 9.01 hereof.

"*Released Property*" shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

"*Replacement Property*" shall mean all property installed in or on the Real Property in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(e) hereof and Section 12-44-60 of the Code.

"*Special Source Revenue Credits*" shall mean the credits provided to the Company pursuant to Section 5.01 hereof.

"*Sponsor*" shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

"*Sponsor Affiliate*" shall have the meaning set forth in Section 12-44-30(20) of the Code.

"*State*" shall mean the State of South Carolina.

"*Term*" shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its best faith efforts to continue to cause the land upon which the Project is located to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [_____], validly existing and in good standing under the laws of [_____] and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to use its best efforts to invest, collectively with any Co-Investors, of at least Forty Million Dollars ($40,000,000.00) in Economic Development Property by the end of the Project Commitment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending December 31 of each year.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute a default or an Event of Default as defined herein.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (*i*) the construction or acquisition of the Project; (*ii*) environmental matters pertaining to the Project; (*iii*) the offer or sale of any securities; or (*iv*) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (*i*) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (*ii*) to enjoy all allowable depreciation; and (*iii*) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to use its best efforts to maintain the Real Property in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Real Property from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its best efforts to place the Real Property in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Real Property in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

UNDERTAKINGS OF THE COMPANY

Section 4.01. Investment by Company in Project. For the Project, the Company agrees to invest, collectively with any Co-Investors, at least Forty Million Dollars ($40,000,000.00) in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, County Treasurer, County Finance Director, and the County Assessor of the County not later than thirty (30) days after execution and delivery of this Agreement. Each year during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Treasurer, and County Finance Director a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the Confidential Information to any Person other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release (and, if allowed pursuant to

applicable law, shall give the Company the opportunity to redact any portion of the document the Company deems in its sole discretion to be Confidential Information).

Section 4.03 Modification of Project.

(a) The Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(ii) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal, with respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT"); less Special Source Revenue Credits given with respect to the Economic Development Property in amounts equal to twenty percent (20%) for years 1-10 following the year in which the Company provides written notification to the County of its election to begin claiming Special Source Revenue Credits.

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (*i*) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (*ii*) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (*iii*) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to twenty percent (20%) for years 1-10 following the year in which the Company provides written notification to the County of its election to begin claiming Special Source Revenue Credits.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property; or

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project.

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company's or any Co-Investor's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or

personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner to provide the Company with comparable treatment of the applicable property as would be afforded pursuant to Section 5.01(b). In such event, the Company shall be entitled, to the extent permitted by law: (*i*) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (*ii*) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) In the event that the investment in the Project, including but not limited to land, buildings, and personal property (including machinery and equipment), by the Company and any Co-Investors does not exceed Forty Million Dollars ($40,000,000.00) by the end of the Investment Period, the County reserves the right to require the Company to repay a portion of the Special Source Revenue Credits previously awarded, as outlined in this subsection (i). The County may exercise such option by written notification to the Company within one hundred eighty (180) days following the end of the Investment Period that the Investment Commitment has not been met. If the County elects to provide such notification pursuant to this subsection (i), such amount shall be determined as follows, based on the amount by which the total investment in the Project

by the Company and any Co-Investors at the end of the Investment Period is less than Forty Million Dollars ($40,000,000.00):

Shortfall Percentage = ($40,000,000.00 – Amount Invested) / $40,000,000.00

Repayment Amount = Amount of Special Source Revenue Credits Awarded prior to Investment Period * Shortfall Percentage

For example, and by way of example only, if the Company (together with any Co-Investors has invested Thirty Million Dollars ($30,000,000.00) at the Project by the end of the Investment Period, and the Company had to that point been awarded Special Source Revenue Credits totaling One Hundred Thousand Dollars ($100,000.00), the County shall have the option to reduce the Special Source Revenue Credits as follows:

Shortfall Percentage = $10,000,000.00 / $40,000,000.00 = 25%

Repayment Amount = $100,000.00 * 25% = $25,000.00

(j) For the Project, this Agreement is automatically terminated in the event that the investment in the Project, including but not limited to land, buildings, and personal property (including machinery and equipment), by the Company does not exceed Two Million Five Hundred Thousand Dollars ($2,500,000.00) by the end of the Project Commitment Period. If terminated pursuant to this subsection (j), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (j), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(k) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Section 5.01(i) or 5.01(j) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(l) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this Section 5.01(l), "ceases operations" means permanent closure of the facility. The Company agrees that if this Agreement is terminated pursuant to this Section 5.01(l), that under no circumstance shall the County be required to refund or pay any monies to the Company.

ARTICLE VI

PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), the Company and each other Co-Investor may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of the Company or such Co-Investor, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of the Company or its assignees pursuant to any such agreement or the Act. The Company or such Co-Investor shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of the Company or such Co-Investor, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold, condition or delay its consent, approval or ratification and that such consent, approval or ratification may be evidenced by a Resolution of County Council.

Section 8.03. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person arising as a direct result of the Company's breach or default of this Agreement; provided, that the Company shall not be liable under this Section 8.03 for any such loss or damage to the extent caused by the negligent or intentional acts of an Indemnified Party, or by a breach of this Agreement by the County.

If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion and at its own expense, hire independent counsel to pursue its own defense.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Project Commitment Period by all Sponsors and Sponsor Affiliates exceeds Five Million Dollars ($5,000,000.00), to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor

Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (*i*) except in connection with any transfer to any Affiliate of the Company or such Co-Investor (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written consent or subsequent ratification of the County; (*ii*) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company or such Co-Investor hereunder, or where the County consents in writing (such consent not to be unreasonably withheld, conditioned or delayed and, to the extent allowable by law, evidenced by a Resolution of County Council), no such transfer shall affect or reduce any of the obligations of the Company or such Co-Investor hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (*iii*) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (*iv*) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of

any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Company's expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company's investment of at least Two Million Five Hundred Thousand Dollars ($2,500,000.00) at the Project, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(j) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company (but solely with respect to the defaulting Company):

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default; or

(3) a cessation of operations at the Project, as described in Section 5.01(l) hereof.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in

equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Company agrees to reimburse the County for reasonable out-of-pocket expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments as well as out-of-pocket reporting and compliance costs incurred by the County as a result of entering into this Agreement.

Notwithstanding anything herein to the contrary, the expenses (including Administration Expenses) reimbursable to the County pursuant to this Section 12.03 shall not exceed Five Thousand Dollars ($5,000.00) in the aggregate during the Term of this Agreement.

Section 12.04. Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Georgetown County, South Carolina
Attention: County Administrator
716 Prince Street
Georgetown, SC 29440
Phone: (843) 545-3006

with a copy (which shall not constitute notice) to:

Georgetown County Economic Development
Attention: Brian Tucker
716 Prince Street
Georgetown, SC 29440
Phone: (843) 545-3006

(b) As to the Company:

[_____]
[_____]
[_____]

with a copy to (which shall not constitute notice):

Womble Bond Dickinson (US) LLP
Attention: Stephanie L. Yarbrough, Esq.
5 Exchange Street
Charleston, SC 29401
Phone: (843) 720-4621

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the matters set forth herein involving the Project, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only

by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.13. Force Majeure. The Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; and the Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Name: Johnny Morant
Title: Chair of County Council

[SEAL]

ATTEST:

By: _____
Name: Theresa Floyd
Title: Clerk to County Council

[PROJECT SAND]

By: _____
Name: _____
Title: _____

EXHIBIT A

Property Description

[To be attached prior to third reading]