

Council Members

District 1: John Thomas
District 2: Ron L. Charlton
District 3: Everett Carolina
District 4: Lillie Jean Johnson
District 5: Austin Beard, *Vice Chairman*
District 6: Steve Goggans
District 7: Johnny Morant, *Chairman*

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

December 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 - November 13, 2018**
- 6. CONSENT AGENDA**
 - 6.a Task Order #6 to Contract #18-020S, Civil Engineering Services, IDIQ**
- 7. PUBLIC HEARINGS**
 - 7.a Ordinance No. 2018-37 - Amendment of the FY2018/2019 Budget Ordinance**
 - 7.b Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-0046-035-06-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended.**
 - 7.c ORDINANCE NO. 2018-39 - AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 108 NORTH MORGAN AVENUE IN THE TOWN OF ANDREWS TO KAREN HOGAN (ODYSSEY KIDS CLUB).**

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

- 8.a Alcohol & Drug Abuse Commission**
- 8.b Midway Fire-Rescue Board**
- 8.c Planning Commission**

9. RESOLUTIONS / PROCLAMATIONS

10. THIRD READING OF ORDINANCES

- 10.a Ordinance No. 2018-37 - Amendment of the FY2018/2019 Budget Ordinance**
- 10.b Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-0046-035-06-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended.**
- 10.c ORDINANCE NO. 2018-39 - AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 108 NORTH MORGAN AVENUE IN THE TOWN OF ANDREWS TO KAREN HOGAN (ODYSSEY KIDS CLUB).**

11. SECOND READING OF ORDINANCES

- 11.a Ordinance No. 2018-40 - An amendment to the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant**

12. FIRST READING OF ORDINANCES

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

- 15.a 2018 Holiday Card Art Contest**
- 15.b Presentation of Employee of the Quarter -- 3rd Quarter**
- 15.c Approval of Accommodations Tax Advisory Committee Award Recommendations**

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.**

17. LEGAL BRIEFING / EXECUTIVE SESSION

- 17.a Legal Matter**

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 12/11/2018
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - November 13, 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 - 11/13/18	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, November 13, 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
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

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

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.

Chairman Johnny Morant called the meeting to order. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

Councilmember Ron Charlton moved for approval of the published meeting agenda. Councilmember Everett Carolina seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

PUBLIC COMMENTS:

Michael Mushock

Mr. Mushock spoke regarding the benefits of tennis facilities within a community, and Georgetown County's need to "move the needle" in this regard. He said there is a large tennis community up and down the east coast, and Georgetown County has an opportunity to compete with other areas such as Charleston, and Hilton Head. He asked County Council to take this into consideration when requested to rezone property for the purpose of future construction of condos.

MINUTES:

Regular Council Session – October 23, 2018

Councilmember Ron Charlton moved to approve the minutes of the October 23, 2018 meeting. Councilmember Lillie Jean Johnson seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

CONSENT AGENDA:

The following reports were included on the Consent Agenda and previously approved during the meeting.

Ordinance No. 2018-35 - An Ordinance to rezone approximately 3.2 acres located at 3133 Highmarket Street (TMS 01-0202-11-03-01) from the Tyson Industrial Planned Development (PD) to General Commercial (GC) – Third reading approval.

Procurement #18-054, Fire/Intruder Protection Systems: Inspection, Monitoring Maintenance – County Council authorized the award a contract associated with RFP #18-054, Fire/Intruder Protection Systems: (Inspection, Monitoring and Maintenance) to Pye-Barker Fire & Safety, LLC of Myrtle Beach, SC at an annual cost of \$23,151.80.

Contract #16-098, Change Order No. 3, User Fee Comprehensive Engineered Roadway for Center Road Drainage Improvements – County Council approved Change Order No. 3, to a contract (#16-098) with Stone Construction, User Fee Comprehensive Engineered Roadway improvements, to authorize the addition of drainage improvements for Center Road at \$17,977.00.

Contract #17-037, Task Order No. 6, Geotechnical Engineering and Construction Materials Testing Services, "As Needed" – County Council approved Task Order No. 6 with Terracon Consultants, Inc. to perform special/material inspection services for the Andrews Regional Recreation Center project at \$79,592.

Procurement #18-043, Change Order 1, Hagley West Drainage Improvements Phase 2 – County Council approved Change Order #1 to Procurement No. 18-043, Hagley West Drainage Improvements Project, Phase 2, to add an outlet structure for the Founders Club Golf Course Pond at a cost of \$391,849.33.

Procurement #18-074, Roll-Off Truck with Cable Hoist – County Council awarded Bid #18-074, for a roll-off truck with cable hoist, to Triple T Truck Centers, at a total amount of \$155,563.00.

County Council adopted its 2019 Annual Meeting Schedule for regular meetings.

PUBLIC HEARING:

Councilmember Ron Charlton requested to be recused from voting and/or discussion in all matters related to Ordinance No 2018-33, and was not present in County Council Chambers during this public hearing.

Ordinance No. 2018-33

County Council held a public hearing on Ordinance No. 2018-33, an Ordinance to amend the Comprehensive Plan, Future Land Use Map, regarding a .87 Acre Parcel Located at 2629 North Fraser Street at the Northwest Corner of North Fraser and Duncree Lane (TMS 02-0101-004-00-00) from Medium Density Residential to Commercial. There were no comments regarding Ordinance No. 2018-33, and Chairman Johnny Morant ordered the public hearing closed.

ORDINANCES-Third Reading

Ordinance No. 2018-33

Prior to discussion on Ordinance No. 2018-33, Chairman Morant noted that Councilmember Ron Charlton requested to be recused from participating in discussion and/or voting on this matter.

Councilmember Lillie Jean Johnson moved for third reading approval of Ordinance No. 2018-33, an ordinance to amend the Comprehensive Plan, Future Land Use Map, regarding a .87 acre parcel located at 2629 North Fraser Street (TMS 02-0101-004-00-00) at the Northwest Corner of North Fraser and Duncee Lane from Medium Density Residential to Commercial. Councilmember Austin Beard offered a second on the motion.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Steve Goggans	John Thomas

Absent: Ron Charlton

Ordinance No. 2018-34

Prior to discussion on Ordinance No. 2018-34, Chairman Morant noted that Councilmember Ron Charlton had requested to be recused from participating in discussion and/or voting on this matter.

Councilmember Lillie Jean Johnson moved for third reading approval of Ordinance No. 2018-34 to rezone one parcel located at 2629 North Fraser Street (TMS 02-0101-004-00-00) from 10,000 Square Feet Residential (MR-10) to General Commercial (GC). Councilmember Everett Carolina seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Steve Goggans	John Thomas

Absent: Ron Charlton

Ordinance No. 2018-36

Councilmember Steve Goggans moved for third reading of Ordinance No. 2018-36, an amendment to Article III, Definitions, Article V, Establishment of Districts, Article VI, Requirements by Districts, Article XIX, Establishment of Overlay Zones and Article XX, Requirements by Overlay Zone to address solar energy facilities. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion on the motion.

Councilmember Steve Goggans moved to amend Ordinance No. 2018-36, to incorporate revised language, as proposed by planning staff, pertaining to development agreements. Councilmember John Thomas seconded the motion. There was no additional discussion.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

The vote on the main motion was as follows:

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

ORDINANCES-Second Reading:

Ordinance No. 2018-37

A motion was made by Councilmember John Thomas, and seconded by Councilmember Austin Beard, for second reading approval of Ordinance No. 2018-37, an amendment of the FY 2018/2019 Budget Ordinance. Chairman Johnny Morant called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2018-38

Councilmember Austin Beard moved for second reading approval of Ordinance No. 2018-38, an Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-0046-035-06-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended. Councilmember John Thomas seconded the motion. Upon a call for discussion on the motion from Chairman Morant, none occur.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2018-39

Councilmember Austin Beard moved for second reading approval of Ordinance No. 2018-39, an Ordinance to authorize the Lease of Property Located at 108 N. Morgan Avenue in the Town of Andrews to Karen Hogan (Odyssey Kids Club). Councilmember John Thomas seconded the motion. No discussion followed the motion.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

ORDINANCES-First Reading:

Councilmember Steve Goggans requested to be recused prior to first reading of Ordinance No. 2018-40.

Ordinance No. 2018-40 - An amendment to the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant.

BIDS:

No reports.

REPORTS TO COUNCIL:

No reports.

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.

Being no further business to come before County Council, Councilmember Charlton made a motion to adjourn the meeting at 6:16 PM, and Councilmember Beard seconded the motion.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 12/11/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Task Order #6 to Contract #18-020S, Civil Engineering Services, IDIQ

CURRENT STATUS:

There is an existing Indefinite Delivery, Indefinite Quantity (IDIQ) agreement for Stantec Consulting Services, Inc. Individual task orders are assigned on a per project basis. The task order being proposed is over the \$50,000.00 County Administrator approval level and thus must be approved by County Council.

POINTS TO CONSIDER:

Stantec Consulting Services, Inc. was awarded an Indefinite Delivery, Indefinite Quantity (IDIQ) agreement for Civil Engineering Services by County Council in April 2018. The current agreement is to be used on an "As Needed" basis by the County via approved task orders.

The Public Services Stormwater division requested a proposal from Stantec Consulting Services, Inc. under their existing agreement for Civil Engineering Services for the Garden City Drainage improvements, Phase 2, sites 1, 2, 3, 4, 6, and 7. Sites 5 and 8 were previously approved and awarded to Stantec Consulting Services, Inc. for design.

This proposal shall include Wetland survey, recordable easements and plat preparation, Ocean and Coastal Management (OCRM) critical delineation, associated permitting efforts, , construction drawings for the project, and engineering services during construction.

After thorough site investigations, it was determined that the infrastructure at these locations needs to be improved in order to provide adequate drainage to neighboring properties.

FINANCIAL IMPACT:

This project will be fully funded in GL account number 504.901-50705.

OPTIONS:

- 1) Approve Task Order #6 to Stantec Consulting Services, Inc. in the amount of \$201,600 as proposed.
- 2) Decline staff's recommendation.

STAFF RECOMMENDATIONS:

The Public Services Department recommends approval of Task Order 06 for the Garden City Drainage Improvements Phase 2: Sites 1,2,3, 4, 6 & 7 to Stantec Consulting Services, Inc. using their awarded IDIQ Contract #18-020S for Civil Engineering Services.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Contract #18-020S, Task Order #06	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
▣ Draft of PO# 2019-00000234	Cover Memo

Georgetown County, South Carolina
Execution of Contract Change or Adjustment


Type of Change: ☐ Change Order ☐ Contract Amendment ☒ Task Order ☐ Other

Contract #	Sequence #	Amendment #
18-020S	6	
Project #	G/L Account	Purchase Order
Garden City Drainage Phase 2	504-901-50705	2019-00000234
Prior Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$ 1,016,129.75	201600	\$ 1,217,729.75

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>Tracy D. Jones</i>	11/5/18
Change Originator	TRACY D. JONES	11-5-2018

Consultant Name:	Stantec Consultant Services, Inc.																												
Contract Title:	Stormwater Engineering Consultant - Civil Engineering Services IDIQ																												
Task Order Name:	Garden City Drainage Improvements Ph 2 (sites 1,2,3,4,6, and 7)																												
Scope of Work:	<table border="0"> <tr> <td>Task 1: Wetland/Critical Area Delineation and JD</td> <td>\$3,500</td> <td></td> </tr> <tr> <td>Task 2: Surveying</td> <td>\$36,000</td> <td></td> </tr> <tr> <td>Task 3: Preliminary Design (35% Const. Docs)</td> <td>\$34,500</td> <td></td> </tr> <tr> <td>Task 4: Easement Exhibits</td> <td>\$5,000</td> <td></td> </tr> <tr> <td>Task 5: Easement Plats</td> <td>\$10,800</td> <td></td> </tr> <tr> <td>Task 6: Construction Documents</td> <td>\$53,500</td> <td></td> </tr> <tr> <td>Task 7: Environmental Permitting</td> <td>\$8,800</td> <td></td> </tr> <tr> <td>Task 9: Construction Admin Sites 5&8</td> <td>\$16,500</td> <td></td> </tr> <tr> <td>Total:</td> <td>\$201,600</td> <td></td> </tr> </table>		Task 1: Wetland/Critical Area Delineation and JD	\$3,500		Task 2: Surveying	\$36,000		Task 3: Preliminary Design (35% Const. Docs)	\$34,500		Task 4: Easement Exhibits	\$5,000		Task 5: Easement Plats	\$10,800		Task 6: Construction Documents	\$53,500		Task 7: Environmental Permitting	\$8,800		Task 9: Construction Admin Sites 5&8	\$16,500		Total:	\$201,600	
Task 1: Wetland/Critical Area Delineation and JD	\$3,500																												
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Task 6: Construction Documents	\$53,500																												
Task 7: Environmental Permitting	\$8,800																												
Task 9: Construction Admin Sites 5&8	\$16,500																												
Total:	\$201,600																												
List Authorized Sub-Consultants:	N/A																												
Deliverables:	Wetland survey, recordable easements, construction drawings for project, bid assistance, and support during construction.																												
Justification for Change:	This is phase 2 of the Garden City Drainage Improvements that are needed in locations on Garden City denoted by the site number listed. It was determined after thorough site investigations that the infrastructure at these locations need to be improved in order to provide adequate drainage to neighboring properties.																												
Start Date: NTP	Completion Date: 365 days from NTP																												

The parties indicated herein have executed this agreement on the dates written below, the latest of which shall be deemed to be the effective date. No payment shall be made for any work performed prior to the effective date. Unless otherwise indicated, receipt of this executed agreement is your Notice to Proceed with the work specified herein.

Georgetown County Signatures:  Ray C. Funnye Public Services Director		See Attached Signature		11-5-18 Date
Johnny Morant County Council Chairman		Notes: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format must include all elements of this form for each line item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.		



Stantec Consulting Services Inc.
4969 Centre Pointe Drive Suite 200, North Charleston SC 29418-6952

November 1, 2018

Attention: Ms. Tracy Jones
Georgetown County Stormwater
129 Screven Street
Georgetown, SC 29440

Dear Ms. Jones,

Reference: Drainage Improvements at Garden City Site 1 - 854-896 S. Waccamaw Drive, Site 2 – 1008-1020 S. Waccamaw Drive, Site 3 – 1128-1164 S. Waccamaw, Site 4 – Basin Trail, Site 6 – 738-762 Dogwood, Site 7 – 658-760 Underwood, Garden City, SC

Stantec Consulting Services Inc. (Stantec) is pleased to present to Georgetown County (Client) our proposal for civil engineering design and permitting services associated with drainage improvements in Garden City at for the following locations:

- Site 1 – 854-896 S. Waccamaw Drive
- Site 2 – 1008-1020 S. Waccamaw Drive
- Site 3 – 1128-1164 S. Waccamaw
- Site 4 – Basin Trail
- Site 6 – 738-762 Dogwood
- Site 7 – 658-760 Underwood

Our Project understanding, and assumptions have been made based on information presented and a cursory review of agency regulations. Our understanding and assumptions for the Project are outlined as follows:

- Survey: Stantec shall subcontract the surveying effort to Cox Surveyors and Associates.
- Critical Permitting: Stantec shall subcontract the critical area permitting to Cygnus Environmental
- Geotechnical Investigation: Stantec assumes that the Client will provide a geotechnical report and one is not included in this proposal.
- Stormwater Design: The purpose of the project is to improve drainage in each of the site locations. Stantec will size and provide construction drawings for the proposed improvements. After completing the design Stantec will submit the construction plans to the appropriate permitting agencies.
- Utilities: Stantec assumes that no water or sewer main locations will be required as part of this design effort. If utility locations are identified additional compensation will be required.
- Structural/Retaining Wall Design: Retaining wall design is not included in this proposal however a retaining wall design will be required. Stantec will require the contractor to obtain a structural engineer to provide the signed and sealed drawings from a SC PE as a submittal.
- Stantec assumes that attendance at public meetings, as well as the preparation of unusual presentation material, are not to be included as part of this scope.
- Stantec assumes that all six sites will be designed and permitted at one time.

Scope of Services/Project Approach

Design with community in mind

November 1, 2018

Ms. Tracy Jones

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Reference: Drainage Improvements at Garden City Site 1 - 854-896 S. Waccamaw Drive, Site 2 – 1008-1020 S. Waccamaw Drive, Site 3 – 1128-1164 S. Waccamaw, Site 4 – Basin Trail, Site 6 – 738-762 Dogwood, Site 7 – 658-760 Underwood, Garden City, SC

1. Wetland/Critical Area Delineation and Jurisdictional Determination (JD)

Stantec shall subcontract this service to Cygnus Environmental. Services rendered under this task consist of the field delineation of both tidal and freshwater jurisdictional waters/wetland boundaries on the site(s). Wetlands will be defined using the USACE Routine On-Site Determination method as described in the 1987 "Corps of Engineers Wetlands Delineation Manual" and Regional Supplements. This technique uses a multi-parameter approach which requires positive evidence of the following three criteria:

- Hydrophytic vegetation dominance
- Wetland hydrology indicators
- Hydric soil indicators

The standard wetland delineation and agency verifications as conducted by Cygnus Environmental consists of the following sub-tasks:

- Identification and delineation of wetland/aquatic areas within site boundaries. The delineation task involves placing colored flagging along the upland/wetland boundary, and any center of any streams. The delineation of wetland/aquatic areas will be performed in accordance with the process outlined above. In order for an area to be ruled a wetland, all three of these criteria must be present. Ditches, ponds and other areas of open water may be considered jurisdictional, therefore, they will also be represented on site drawings.
- Photo-documentation of the wetland and upland areas encountered. Photographs will be taken of key areas on the property to provide the USACE with necessary site information. Properties with no recent property boundary survey, shall have property lines and corners identified on the site maps and marked in the field.
- Preparation of the USACE Request for Jurisdictional Determination package including site maps, data sheets, and other supporting information for submittal to the USACE for verification of the wetland boundaries and habitat types.
- Conducting an on-site visit with USACE representative(s) (if requested by client) to review wetland delineation for the purposes of verification and the determination of jurisdictional status. Salt marsh (critical areas) since present on the subject site, will result in SCDHEC-OCRM being invited to conduct a site inspection prior to permitting. In coastal or tidal areas OCRM must agree with the location of the salt marsh boundaries before the USACE can render a final delineation approval.
- Coordination with the client or contracted project engineers/surveyors to obtain a survey plat or drawing depicting surveyed wetland boundaries for submittal to USACE for final wetland verification. Isolated wetlands should also be depicted and labeled as Non-Jurisdictional. Survey costs are not included in this proposal.

November 1, 2018

Ms. Tracy Jones

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Reference: Drainage Improvements at Garden City Site 1 - 854-896 S. Waccamaw Drive, Site 2 – 1008-1020 S. Waccamaw Drive, Site 3 – 1128-1164 S. Waccamaw, Site 4 – Basin Trail, Site 6 – 738-762 Dogwood, Site 7 – 658-760 Underwood, Garden City, SC

2. Surveying Services

Stantec shall subcontract the survey effort to Cox Surveying & Associates (Cox). Cox shall provide a topographic survey within the limits shown on Exhibit C.1-C.5 extending 10' beyond the rights-of-way of roads. Trees and hedges will be located within the limits of the survey. Survey will be performed by means of conventional survey, GPS via corrections from the SCGS VRS network, or a combination thereof to sufficiently control the survey. Elevations will be based on NAVD 1988 datum. Horizontal Datum will be based on NAD 83(2011).

Right-of-way to be established per field survey/located property corners. Property lines along proposed easement routes shall include metes/bounds per plat and easement plats generated upon final alignment. All utilities to be located within the right-of-way for all locations. Two (2) Control Points will be set at each location with northing, easting & elevation. Tidal elevations for the project (LWL, MWL, HWL) will be delineated on the survey.

Cox Surveying shall also locate the flags set in Task 1 identifying the critical line and any wetlands.

3. Preliminary Design (35% Construction Documents)

Stantec shall utilize the survey information obtained in Task 1 to prepare preliminary Construction Drawings. Stantec assumes that all six (6) sites will be bid in one set of Construction Plans. The 35% Construction Documents will include the following:

- Title Sheet
- Note Sheet
- Existing Condition Sheet
- Demo Plan Sheet
- Grading and Drainage Plan Sheet to include pipe size and invert elevations
- Profile Sheet

4. Easement Exhibits

Upon completing the preliminary design Stantec will prepare easement exhibits for the properties impacted by the proposed improvements. The easement exhibits will be 8.5" x 11" and show the required drainage easement for each TMS number affected.

- Site 1 – 854-896 S. Waccamaw Drive – 3 Easements
- Site 2 – 1008-1020 S. Waccamaw Drive – 2 Easements
- Site 3 – 1128-1164 S. Waccamaw – 2 Easements
- Site 4 – Basin Trail – 2 Easements
- Site 6 – 738-762 Dogwood – 1 Easement
- Site 7 – 658-760 Underwood – 4 Easements

November 1, 2018

Ms. Tracy Jones

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Reference: Drainage Improvements at Garden City Site 1 - 854-896 S. Waccamaw Drive, Site 2 – 1008-1020 S. Waccamaw Drive, Site 3 – 1128-1164 S. Waccamaw, Site 4 – Basin Trail, Site 6 – 738-762 Dogwood, Site 7 – 658-760 Underwood, Garden City, SC

5. Easement Plats

The easement exhibits in Task 4 will be used to obtain property owners approval. After obtaining the property owners approvals Stantec shall contract with Cox Surveying to prepare easement plats for the following:

- Site 1 – 854-896 S. Waccamaw Drive – 3 Easements
- Site 2 – 1008-1020 S. Waccamaw Drive – 2 Easements
- Site 3 – 1128-1164 S. Waccamaw – 2 Easements
- Site 4 – Basin Trail– 2 Easements
- Site 6 – 738-762 Dogwood – 1 Easement
- Site 7 – 658-760 Underwood– 4 Easements

6. Final Design Documents (100% Construction Documents) and Specifications

Upon receiving confirmation from Georgetown County that the easements are attainable for the proposed improvements Stantec will proceed to final construction documents. Stantec assumes that all six (6) sites will be bid at one time in a single set of construction drawings. The Final Construction Documents will include the following:

- Title Sheet
- Note Sheet
- Existing Condition Sheet
- Demo Plan Sheet
- Erosion and Sediment Control Sheet
- Grading and Drainage Plan Sheet to include pipe size and invert elevations
- Profile Sheet
- Detail Sheet
- Associated technical specifications. Stantec assumes that Georgetown County will provide the frontend specifications.

7. Nationwide Permits 7 & 18 – Water Intake/Outflow and Minor Discharge Projects

If impacts to jurisdictional waters of the United States (WOUS) are unavoidable on this project Cygnus Environmental will prepare and submit a Section 404 permit application package to the USACE and SCDHEC for the proposed project. We will also submit other required supporting information within the package to include plan drawings and other information as required. In addition to USACE permits, the OCRM critical area permitting forms (DHEC 3898 or later).

Cygnus Environmental will prepare the permit application package and attend up to two local meetings (if necessary) with representatives of the regulatory agencies and others to review the existing conditions, proposed project plans, and proposed mitigation. This task typically involves coordinating directly with the regulatory agencies in the following steps:

Preparation and Submittal of a Joint Permit Application Package/Pre-Construction Notification;
Respond to comments;

Design with community in mind

November 1, 2018

Ms. Tracy Jones

Page 5 of 7

Reference: Drainage Improvements at Garden City Site 1 - 854-896 S. Waccamaw Drive, Site 2 – 1008-1020 S. Waccamaw Drive, Site 3 – 1128-1164 S. Waccamaw, Site 4 – Basin Trail, Site 6 – 738-762 Dogwood, Site 7 – 658-760 Underwood, Garden City, SC

Provide additional information as requested;
Receiving and distributing Permit, and;
Monitoring compliance of the site work and mitigation, if requested – for additional fees.

Cygnus Environmental will also coordinate with the Client to complete required revisions to the proposed plan. Application processing fees, public notice fees and/or compensatory mitigation expenses, including those incurred by Cygnus Environmental during final coordination of permit compliance (signage, public notice fees, etc.), are not covered by this proposal and are the responsibility of the applicant.

8. Additional Permitting

Stantec will submit for the following permits and assumes that all six (6) sites will be permitted at one time.:

- SCDHEC Bureau of Water, Coastal Division – NPDES coverage
- SCDHEC-OCRM – Coastal Zone Consistency (CZC)
- Georgetown County Public Works (MS4)
- SCDOT Encroachment Permit

Stantec assumes that no wetlands fill permits are required.

9. Construction Administration & Close-Out Services (CA/CO) for Garden City Sites 5 and 8

Stantec will provide the following CA/CO services for each phase:

- Preparation of Bid Documents to include Plans and Project Manual
- Attendance at one (1) Pre-Bid Meeting
- Attendance at one (1) Pre-Construction Meeting
- Review of Shop Drawings/Submittals
- Respond to Request for Information (RFI's)
- Review As-built Drawings Provided by the Contractor.
- Attend Substantial Completion Walkthrough
- Attend Final Walkthrough
- Submit Notice of Termination (NOT) to DHEC-OCRM. If the infrastructure is not constructed in substantial accordance with the Construction Plans, additional fees will be required to update or re-run any calculations based on the as-built condition.

Stantec assumes that the Client will review and approve all invoices and conduct weekly site visits during construction.

10. Construction Administration & Close-Out Services (CA/CO) for Garden City Sites 1-4, 6 and 7

Stantec will provide the following CA/CO services for each phase:

- Preparation of Bid Documents to include Plans and Project Manual
- Attendance at one (1) Pre-Bid Meeting
- Attendance at one (1) Pre-Construction Meeting
- Review of Shop Drawings/Submittals

Design with community in mind

November 1, 2018

Ms. Tracy Jones

Page 6 of 7

Reference: Drainage Improvements at Garden City Site 1 - 854-896 S. Waccamaw Drive, Site 2 – 1008-1020 S. Waccamaw Drive, Site 3 – 1128-1164 S. Waccamaw, Site 4 – Basin Trail, Site 6 – 738-762 Dogwood, Site 7 – 658-760 Underwood, Garden City, SC

- Respond to Request for Information (RFI's)
- Review As-built Drawings Provided by the Contractor.
- Attend Substantial Completion Walkthrough
- Attend Final Walkthrough
- Submit Notice of Termination (NOT) to DHEC-OCRM. If the infrastructure is not constructed in substantial accordance with the Construction Plans, additional fees will be required to update or re-run any calculations based on the as-built condition.

Stantec assumes that the Client will review and approve all invoices and conduct weekly site visits during construction.

PROPOSED FEE

Stantec will perform the services described in the Scope of Services under the terms outlined in our standard contract with the County. Stantec will perform these services for the following lump sum fees:

Task	Fee
1. Wetland/Critical Area Delineation and JD	\$ 3,500
2. Surveying Services	\$ 36,000
3. Preliminary Design (35% Construction Documents)	\$ 34,500
4. Easement Exhibits	\$ 5,000
5. Easement Plats	\$ 10,800
6. Construction Documents	\$ 53,500
7. Environmental Permitting	\$ 8,800
8. Additional Permitting	\$ 13,000
9. Construction Admin Sites 5 and 8	\$ 16,500
10. Construction Admin Sites 1-4,6,7	\$ 20,000
Total	\$201,600

SCHEDULE

Task 1-6 shall be completed within 120 days of Notice to Proceed (NTP)

Task 7-8 permits will be submitted within an additional 45 day (165 days after NTP)

Task 9-10 will depend on County Procurement Process

November 1, 2018

Ms. Tracy Jones

Page 7 of 7

Reference: Drainage Improvements at Garden City Site 1 - 854-896 S. Waccamaw Drive, Site 2 – 1008-1020 S. Waccamaw Drive, Site 3 – 1128-1164 S. Waccamaw, Site 4 – Basin Trail, Site 6 – 738-762 Dogwood, Site 7 – 658-760 Underwood, Garden City, SC

ACCEPTANCE

We appreciate the opportunity to offer these services to the County and look forward to working with you on this project. Terms of our services will be in accordance with our Current Signed Agreement with the County. If you have any questions, please don't hesitate to call me at (843) 740-6328.

Regards,

Stantec Consulting Services Inc.



Bryan Kizer credentials
Principal

Phone: (843) 740-6328

Fax: (843) 740-7707

Bryan.Kizer@stantec.com

Name: Mr. Ray Funnye

Title: County Engineer

Signature: _____

Date: _____


Approved by (Client)



Georgetown County
Department of Public Services
Phone: (843) 545-3325

Memorandum

To: Nancy Silver

From: Ray C. Funnye 

Date: November 8, 2018

Re: Justification for Task Order #6, Contract #18-020S: Garden City Drainage Improvements Phase 2: Sites 1,2,3,4,6 & 7

The Garden City Drainage Improvements program Phase II on-site investigations revealed that the infrastructure at 8 (eight) distinct locations needed to be improved in order to provide adequate drainage to neighboring properties. Six of these locations are being addressed in this proposal. The remaining two sites have already been awarded to the County's civil engineering design consultant, Stantec Consulting Services, Inc., (Stantec) for design.

This task order # 6 will provide for the wetland survey, recordable easements and plat preparation, OCRM (Ocean and Coastal Management) critical line delineation, associated permitting efforts, and engineering services throughout construction to achieve the required proper drainage for affected roadways and the adjoining properties as well as provide for appropriate outfalls at the six sites. Stantec's proposal dated November 1, 2018, details the specific site locations, deliverables and costs.

Based on the aforementioned, I recommend the approval of Task Order #6, Contract #18-020S:Garden City Drainage Improvements Phase 2: Sites 1,2,3,4,6 & 7, in the amount of \$201,600.



DRAFT

Bill To

GEORGETOWN COUNTY
ATTN ACCOUNTS PAYABLE
PO BOX 421270
GEORGETOWN, SC 29442-4200

Ship To

Ms Tracy Jones, Stormwater Eng
GEORGETOWN COUNTY
COURTHOUSE
129 SCREVEN Street, 2nd Floor
Georgetown, SC 29440-3641

Purchase Order

No. 2019-00000234

11/08/18

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPMENTS, BILL OF LADING, AND
CORRESPONDENCE

Vendor 1109319 STANTEC CONSULTING SERVICE INC

Contact

STANTEC CONSULTING SERVICE INC
ATTN: IAN SAUNDERS
4969 CENTRE POINTE DRIVE
SUITE 200
NORTH CHARLESTON, SC 29418

Deliver by 12/11/19
Ship Via BEST
Freight Terms DIGITAL
Originator Cassandra Coleman
Resolution Number Contract #18-020S, TO#6
Invoice Terms PROG

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
3500.0000	\$/US	Gaarden City -Stormwater Drainage Improvements		\$1.0000	\$3,500.00
Item Description Wetland/Critical Area Delineation and JD					
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%
36000.0000	\$/US	Garden City - Stormwater Drainage Improvements		\$1.0000	\$36,000.00
Item Description Surveying Services					
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%
34500.0000	EA	Garden City - Stormwater Drainage Improvements		\$1.0000	\$34,500.00
Item Description Preliminary Design (35% Construction Documents)					
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%
5000.0000	\$/US	Garden City - Stormwater Drainage Improvements		\$1.0000	\$5,000.00
Item Description Easement Exhibits					
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%

Special Instructions

E-MAIL TO: _____
COMPANY: _____
FROM: Georgetown County, SC Purchasing Office
E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500

**Bill To**

GEORGETOWN COUNTY
ATTN ACCOUNTS PAYABLE
PO BOX 421270
GEORGETOWN, SC 29442-4200

Ship To

Ms Tracy Jones, Stormwater Eng
GEORGETOWN COUNTY
COURTHOUSE
129 SCREVEN Street, 2nd Floor
Georgetown, SC 29440-3641

Purchase Order

No. 2019-00000234

11/08/18

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPMENTS, BILL OF LADING, AND
CORRESPONDENCE

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4969 CENTRE POINTE DRIVE
SUITE 200
NORTH CHARLESTON, SC 29418

Deliver by 12/11/19
Ship Via BEST
Freight Terms DIGITAL
Originator Cassandra Coleman
Resolution Number Contract #18-020S, TO#6
Invoice Terms PROG

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
10800.0000	\$/US	Garden City - Stormwater Drainage Improvements		\$1.0000	\$10,800.00
Item Description		Easement Plats			
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%
53500.0000	\$/US	Garden City - Stormwater Drainage Improvements		\$1.0000	\$53,500.00
Item Description		Construction Documents			
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%
8800.0000	\$/US	Garden City - Stormwater Drainage Improvements		\$1.0000	\$8,800.00
Item Description		Environmental Permitting			
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%
13000.0000	\$/US	Garden City - Stormwater Drainage Improvements		\$1.0000	\$13,000.00
Item Description		Additional Permitting			
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%
16500.0000	\$/US	Garden City - Stormwater Drainage Improvements		\$1.0000	\$16,500.00
Item Description		Construction Admin Sites 5 and 8			

Special Instructions

E-MAIL TO: _____
COMPANY: _____
FROM: Georgetown County, SC Purchasing Office
E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500

**Bill To**

GEORGETOWN COUNTY
ATTN ACCOUNTS PAYABLE
PO BOX 421270
GEORGETOWN, SC 29442-4200

Ship To

Ms Tracy Jones, Stormwater Eng
GEORGETOWN COUNTY
COURTHOUSE
129 SCREVEN Street, 2nd Floor
Georgetown, SC 29440-3641

Purchase Order

No. 2019-00000234

11/08/18

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPMENTS, BILL OF LADING, AND
CORRESPONDENCE

Vendor 1109319 STANTEC CONSULTING SERVICE INC

Contact

STANTEC CONSULTING SERVICE INC
ATTN: IAN SAUNDERS
4969 CENTRE POINTE DRIVE
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NORTH CHARLESTON, SC 29418

Deliver by 12/11/19
Ship Via BEST
Freight Terms DIGITAL
Originator Cassandra Coleman
Resolution Number Contract #18-020S, TO#6
Invoice Terms PROG

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%
20000.0000	\$/US	Garden City - Stormwater Drainage Improvements		\$1.0000	\$20,000.00
Item Description Construction Admin Sites 1-4, 6, 7					
G/L Account		Project		Amount	Percent
504.901-50705 (Improvements)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	11/2/2018	Cassandra Coleman
2	Dept Head	11/2/2018	Tracy Jones
3	Director	11/5/2018	Ray Funnye
4	Purchasing	11/8/2018	Nancy Silver

Subtotal \$201,600.00
Sales Tax \$0.00

Total Due \$201,600.00

SIGNATURE

SIGNATURE

Special Instructions

E-MAIL TO: _____
COMPANY: _____
FROM: Georgetown County, SC Purchasing Office
E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500

Item Number: 7.a
Meeting Date: 12/11/2018
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-37 - Amendment of the FY 2018/2019 Budget Ordinance.

CURRENT STATUS:

Pending Approval

POINTS TO CONSIDER:

Each year when budgets are being prepared for the ensuing fiscal year there are various budgeted projects and other purchases in progress. When the completion of such items does not occur prior to year-end it is necessary to "rollover" the appropriations and amend the budget in the following year to provide for the remaining expenditures.

Ordinance 2018-37 will allow funding authorized in the FY 2017/2018 Budget to be carried forward to provide for expenditures in FY 2018/2019 associated with outstanding purchase commitments and completion of projects that were in progress at the end of the prior fiscal year.

FINANCIAL IMPACT:

The "rollovers" proposed in this ordinance only shifts appropriations from the prior year to the current year. Accordingly, there is no cumulative financial impact to the County.

OPTIONS:

1. Approve Ordinance No. 2018-37 to amend the FY 2018/2019 Budget Ordinance.
2. Reject Ordinance No. 2018-37.

STAFF RECOMMENDATIONS:

Recommendations regarding the approval of Ordinance No. 2018-37 are provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance 2018-37 Rollover Report - Amended	Cover Memo
▣ Ordinance 2017-34 Amended for Third Reading	Cover Memo

Georgetown County
FY18 Encumbered and other Proposed Project Budget Rollovers to FY19

Account Number	Total Requested	PO Number/Comments	Vendor	Purpose
General Fund				
010.109.50707	60,000	Per Clark Cooper		ESX Server & Domain Controller hardware upgrades
010.121.50703	1,239			Needed to complete Courtroom renovations
010.133.50706	39,299	2017-0000205	Tyler Technologies	EnerGov Upgrade Software
010.215.50411	4,735	Emergency Generator Repair		
010.609.50764	26,059	Per Glenda	Airport Grants	Matching Grant funds
Total General Fund	131,332	This rollover appropriation would come from fund balance		
Law Enforcement Fund				
060.207.50705	19,000	Per Memo from Sabrina		Paving/concrete project at Detention Center
Total Law Enforcement Fund	19,000	This rollover appropriation would come from fund balance		
Road Improvement Fund				
066.906.50702	1,728	2018-00000047	Stone Construction	Handy Hill Drive & Maggie Mae Place
066.906.50702	280	2018-00000117	Coastal Asphalt LLC	Amos Road Repairs
066.906.50702	2,520	2018-00000118	Parker Land Surveying	Royal Pine Drive, Smalls Loop, & Squires Drive
066.906.50702	93	2018-00000122	Thomas & Hutton Engineering	SCL Trail,Soldierwood & Kedneywood Land Survey
066.906.50702	1,799	2018-00000292	Davis & Floyd	Right of Way & Topographic Surveying
066.906.50702	854	2018-00000353	Davis & Floyd	Whispering Pines Drive
066.906.50702	149,254	2018-00000379	Davis & Floyd	Locally Funded Chmprehensive Roadway Design
066.906.50702	863	2018-00000429	Davis & Floyd	Erosion Control Inspection Whispering Pines & Rambo Lane
066.906.50702	39,280	2018-00000572	Davis & Floyd	Zeb Ford Engineering Services
066.906.50702	16,584	2018-00000573	Davis & Floyd	Washington Hill Engineering Services
066.906.50702	154,859	2018-00000645	Stone Construction	Access Road Work - Big Dam Fire Station
066.906.50701	50,000			Land for Mining Operations
066.906.50702	6,885,719	Remaining Balance in account		
Total Road Improvement Fund	7,303,832	This rollover appropriation would come from fund balance		
Local Hospitality/Accm Tax				
069.901.50527	222,253			Reimbursement for Ambulance
Total Local Hospitality/Accm Tax	222,253	This rollover appropriation would come from fund balance		

Emergency Telephone Fund				
075.901.50707	50,000	Noted in Budget Book per TL		Vesta 911 Command Post System
075.901.50707	20,000	Noted in Budget Book per TL		911 Back-Up System Location
Total Emergency Telephone Fund	<u>70,000</u>	This rollover appropriation would come from fund balance		
Capital Equipment Replacement Fund				
499.139.50713	31,434	2018-0000462	Benson Ford Mecury	2018 Ford F-250 2X4 Truck
499.151.50713	69,404	2018-0000498	Cooper Mortor Company	Dodge Ram 5500 Custom Fuel Truck
499.205.50713	45,608	2018-0000695	ARC Acquistion US	Mobile computers for patrol vehicles
499.205.50713	26,539	2018-0000466	Vic Bailey Ford	Transit Van
499.205.50713	40,987	2018-0000700	Love Chevrolet Company	2018 Chevy Tahoe
499.205.50713	28,688	2018-0000701	Polaris Sales Incorporated	(2) Green Sage Polaris Ranger XP900
499.205.50713	40,987	2018-0000694	Love Chevrolet Company	2018 Chevy Tahoe
499.205.50713	27,940	Per Tyler and Alan		Upfitting patrol vehicles
499.207.50713	32,000	DC Van not ordered prior to end of fiscal year		
499.301.50707	14,373	2018-0000548	Blanchard Michinery Company	Tilt Top Trailer
499.903.50713	1,575,913	2018-0000576	Fireline Incorporated	Ladder/Aerial Apparatus
499.903.50713	5,585	2018-0000613	West Chatham Warning Devices	Upfitting for 2018 Explorer
499.903.50713	4,845	2018-0000614	West Chatham Warning Devices	Upfitting for 2018 F-250
499.903.50713	29,839	2018-0000612	Vic Bailey Ford Inc	2018 Ford Explorer
499.903.50713	250,908	2018-0000538	Taylor Made Ambulances	2 each Ambulances
499.997.50713	23,260	BOAS Van not ordered prior to end of fiscal year		
499.999.50713	57,451	2018-00000589	Performance Automotive Group	Battalion Chief Vehicle
Total CERF	<u>2,305,761</u>	This rollover appropriation would come from fund balance		
Environmental Services				
502.305.50703	48,457			Administration Building & Nature Center
502.308.50707	28,230	2018-0000202	Custom Container Solutions	Containers for Recycling Bid#17-083
Total Environmental Services Fund	<u>76,687</u>	This rollover appropriation would come from fund balance		
Stormwater Fund				
504.901-50705	7,721	14-00000314	Stantec Consulting Services	Hagley West Drainage Improvement Project
504.901-50705	19,644	2016-00000507	Stantec Consulting Services	Professional Services
504.901-50705	19,541	2016-00000710	Stantec Consulting Services	To #15 S Litchfield Drainage
504.901-50705	7,242	2017-00000325	Stantec Consulting Services	Contract Services
504.901-50705	34,171	2017-00000326	Stantec Consulting Services	Contract Services
504.901-50705	48,382	2017-00000362	Stantec Consulting Services	To #17 MLK - Bent Tree Subdivision
504.901-50705	44,085	2017-00000686	Stantec Consulting Services	To #23 Running Water Drainage
504.901-50705	38,950	2018-00000064	Stantec Consulting Services	Commerence Tiller Drive Drainage
504.901-50705	15,993	2018-00000213	Greenwall Construction	Construction of Hagley West Drainage

504.901-50705	84,360	2018-00000277	Greenwall Construction	Wilbrook Divd Drainage project
504.901-50705	7,377	2018-00000568	Stantec Consulting Services	Hagley West Drainage Project Engineering
504.901-50705	24,525	2018-00000668	Earthworks Group	South First Street Drainage
504.901-50705	42,855	2018-00000669	Earthworks Group	Driftwood Drainage Project
504.901-50705	12,935	2018-00000670	Earthworks Group	Springs Outfall Drainage Project
504.901-50705	12,530	2018-00000671	Earthworks Group	Pond Road Sinkhole Assessment
504.901-50705	7,140	2018-00000674	Earthworks Group	Center Road Drainage project
504.901.50706	39,299	2017-00000205	Tyler Technologies	Energov Software Upgrades
Total Stormwater Fund	<u>466,750</u>	This rollover appropriation would come from fund balance		

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2018-37

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2018/2019 BUDGET ORDINANCE ADOPTED BY
GEORGETOWN COUNTY COUNCIL**

- Section 1: The General Fund revenue account, Fund Balance Reserve, is increased by \$131,332 and appropriations to various General Fund expenditure accounts are increased by a total of \$131,332 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 2: The Law Enforcement Fund revenue account, Fund Balance Reserve, is increased by \$19,000 and appropriations to various Law Enforcement Fund expenditure accounts are increased by a total of \$19,000 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 3: The Road Improvement Fund revenue account, Fund Balance Reserve, is increased by \$7,303,832 and appropriations to Road Improvement project expenditure accounts are increased by a total of \$7,303,832 for outstanding encumbrances and ongoing projects at close of fiscal year 2018 as well as future to be designated projects for fiscal year 2019.
- Section 4: The Local Hospitality/Accommodations Tax Fund revenue account, Fund Balance Reserve, is increased by \$222,253 and appropriations to Direct Assistance expenditure account are increased by a total of \$222,253 for the outstanding reimbursement to Murrells Inlet Garden City Rescue for the purchase of a new Ambulance not received by the close of fiscal year 2018.
- Section 5: The Emergency Telephone Fund revenue account, Fund Balance Reserve, is increased by \$70,000 and appropriations to various Emergency Telephone Fund expenditure accounts are increased by a total of \$70,000 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 6: The Capital Equipment Replacement Fund revenue account, Fund Balance Reserve, is increased by \$2,305,761 and appropriations to various Capital Equipment Replacement Fund expenditure accounts are increased by a total of \$2,305,761 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 7: The Environmental Services Fund revenue account, Fund Balance Reserve, is increased by \$76,687 and appropriations to Environmental Services Fund expenditure account, Non-Capital Assets, are increased by a total of \$76,687 for the purchase of Recycling containers which were not received by the close of fiscal year 2018.

Section 8: The Stormwater Drainage Fund revenue account, Fund Balance Reserve, is increased by \$466,750 and appropriations to various Stormwater Drainage Fund expenditure accounts are increased by a total of \$466,750 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.

Section 9: This Ordinance No. 2018-37 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2018.

Johnny Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance No. 2018-37 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: 7.b
Meeting Date: 12/11/2018
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-0046-035-06-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to US Highway 521 near Andrews situated within the County's Industrial Park. This particular parcel is approximately 4.64 acres, and designated as TMS No. 02-0046-035-06-00.

Georgetown County Council has determined this portion of property will be best suited for the plans of the purchaser and will also place Georgetown County in a position to attract growth from companies who prefer green initiatives.

The fair market value of the property has been determined thus the parcel can be declared surplus and sold, transferring the interests by applicable deed to the purchaser, to the benefit of Georgetown County.

OPTIONS:

1. Adopt Ordinance No. 2018-38
2. Do not adopt Ordinance No. 2018-38.

STAFF RECOMMENDATIONS:

Recommendations regarding Ordinance No. 2018-38 provided under separate report.

ATTACHMENTS:

Description	Type
Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-	Ordinance
▣	
▣ Solar Site Purchase Agreement	Backup Material
▣ Exhibit A 4.64 Acre Site - Andrews Industrial Park	Exhibit

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #2018-38

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS AN APPROXIMATELY 4.64-ACRE PORTION OF LAND LOCATED IN THE ANDREWS INDUSTRIAL PARK ADJACENT TO GEORGETOWN HIGHWAY (US HWY 521) GEORGETOWN COUNTY, SOUTH CAROLINA, BEARING GEORGETOWN COUNTY TMS# 02-0046-035-06-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTY IN THE MANNER AS PRESCRIBED WITHIN ORDINANCE NO. 2008-09, GEORGETOWN COUNTY PURCHASING ORDINANCE, AS AMENDED

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to US Highway 521 near Andrews situated within the County's industrial park, this particular parcel being approximately 4.64 acres designated as TMS: 02-0046-035-06-00; and

WHEREAS, Georgetown County Council has determined this portion of property will be best suited for the plans of the purchaser and place Georgetown County in a position to attract growth from companies who prefer green initiatives; and

WHEREAS, the fair market value of the property has been determined thus the parcel can be declared surplus and sold to the benefit of Georgetown County; and

WHEREAS, Georgetown County Council, after consideration, finds that it is desirable to declare the property as surplus and transfer the interests by applicable deed to the purchaser; and

WHEREAS, a public hearing discussing the matter was held on _____, 2018.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL, THAT:

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 4.64 ACRE PORTION OF TMS# 02-0046-035-06-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE SAME IN ACCORDNANCE WITH ORDINANCE 2008-09, AS AMENDED.

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)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2018-38, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2018

Second Reading: _____, 2018

Third Reading: _____, 2018

EXHIBIT A



CONTRACT OF PURCHASE AND SALE

I. DEFINITIONS. As used herein the following terms shall have the following meaning:

- Page 1 of 13

Earnest Money, the Escrow Agent shall disburse the Earnest Money in accordance with the terms of such notice.

IV. INSPECTION PERIOD, SURVEYS AND STUDIES.

- A.** During the Inspection Period, Seller hereby grants permission to Purchaser, and its authorized agents and employees, to enter onto the Property at reasonable times upon reasonable written notice to Seller for the purpose of surveying, conducting architectural, geological, environmental, and engineering studies, and any other investigations, inspections, and testing deemed reasonably necessary by Purchaser ("Investigations") so long as such Investigations do not result in any material adverse change to the Property. Purchaser shall not conduct any invasive testing on the Property (including, without limitation, a Phase II environmental review) without first obtaining Seller's written consent, which may be provided or withheld in Seller's sole discretion. Purchaser shall restore any disturbances to the Property caused by the Investigations into the reasonably same condition of the Property prior to the Effective Date of the Contract. Purchaser shall obtain a title examination and a commitment for title insurance by a national title insurance company ("Title Commitment") chosen by Purchaser, committing to insure that title to the Property is vested in the Seller. Purchaser, and its authorized agents and employees, shall indemnify and hold Seller harmless from (a) any damage to the Property, (b) claims, assertions of claims or liability in any way connected with the activities of Purchaser hereunder, including without limitation, Purchaser's agents, contractors, or employees, and (c) all costs associated therewith including attorney's fees incurred in defense of any claims or in the enforcement hereof. The indemnities herein shall expressly survive the Closing or the termination of this Contract and shall be in addition to any liquidated damage provisions contained in this Contract.
- B.** At any time during the Inspection Period, Purchaser shall have the right and option to terminate this Contract by written notice as set forth herein for any or no reason, and upon such termination, this Contract shall thereupon become null and void for all purposes except for those matters that expressly survive termination hereof, and the Earnest Money shall be returned to Purchaser. If Purchaser does not terminate this Contract during the Inspection Period, the Earnest Money shall become nonrefundable except in the event of a default hereunder by Seller.

- V. CLOSING AND CLOSING DATE.** The Closing shall occur at a mutually agreeable location on the Closing Date or such earlier date established by Purchaser upon at least fifteen (15) days' advance written notice to Seller. The parties agree that Closing may be accomplished by mail so that neither party's physical presence is required at Closing.

VI. CLOSING DELIVERIES.

- A.** At Closing, Purchaser shall tender the Purchase Price (plus or minus normal closing adjustments) by wire transfer or other immediately available funds. The Earnest Money shall be applied against the Purchase Price of the Property at Closing unless otherwise provided herein.
- B.** At Closing, Seller shall deliver the following:

- i. A General Warranty Deed, satisfactory in form and substance to Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;
- ii. An Owner's Affidavit or lien waiver satisfactory for the purpose of removing the mechanic's lien exception from Purchaser's Owner's Title Insurance Policy for the Property;
- iii. A resolution of Seller confirming that Seller has the authority to sell the Property to Purchaser in accordance with the term of this Agreement and that the representative(s) of Seller executing this Agreement and all conveyancing documents related to this transaction are fully authorized to execute and deliver such documents on behalf of Seller;
- iv. Any real estate liens or other instruments or agreements to be canceled pursuant to the terms of this Agreement, in form appropriate for cancellation of record; and
- v. An affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina. (If Seller cannot give such affidavit, then Purchaser will withhold the amount required by such statute and remit same to the South Carolina Tax Commission).

VII. CLOSING CONTINGENCIES.

- A. As a condition precedent to Closing, if not done so already, Seller shall apply to have the Property re-zoned to a Georgetown County zoning classification that permits the Property to be used as community solar generation facility. Said re-zoning to be completed at the sole cost and direction of Seller, at least fifteen (15) days prior to Closing.
- B. As a condition precedent to Closing, Seller shall grant Purchaser a non-exclusive perpetual easement for ingress and egress to and from Georgetown Highway (US Highway 521) to the Property, as shown and identified as "ACCESS EASEMENT 0.81 ACRES" on Exhibit "A". Said access easement shall be evidenced by an executed and recorded easement agreement.

VIII. PRORATIONS, EXPENSES, AND COMMISSIONS.

- A. Real property taxes attributable to the year of Closing shall be prorated at Closing with Seller giving Purchaser a credit against the Purchase Price for Seller's share. If current tax bills are not immediately available, such prorations shall be made on the basis of the taxes assessed for the preceding year. All prorations made at the time of Closing are final and Purchaser shall be responsible for paying the 2018 real estate taxes, when due, without reimbursement from Seller. Any rollback taxes for the Property shall be the sole and absolute responsibility of Purchaser, Purchaser shall pay such fees or taxes promptly when due.
- B. Seller shall satisfy or pay for:

- i. All mortgages and other liens (other than the lien of taxes for the year of 2017, which are not yet due and payable) with respect to the Property and all transfer, servicing, or prepayment penalties or fees assessed by the holders of such mortgages;
- ii. The cost of statutory deed recording fees or transfer taxes assessed in connection with the conveyance of the Property;
- iii. All of Seller's legal fees; and
- iv. The cost of preparing the general warranty deed.

C. Purchaser shall pay for:

- i. Title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy and/or a loan policy;
- ii. All of Purchaser's legal fees;
- iii. The recording cost of the deed conveying title to the Property to Purchaser;
- iv. ALTA Survey; and
- v. Physical inspections of the Property.

D. Purchaser and Seller hereby represent that no commissions are owed to any real estate brokers resulting from this transaction. Each party agrees to indemnify the other with respect to any fees or commissions which may be owed to any third party with respect to any breach of this representation.

IX. TITLE. Seller shall convey the Property to Purchaser at Closing by general warranty deed conveying fee simple title in and to the Property. For the purposes of this Contract, "fee simple title" shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Expectations (as hereinafter defined) set forth in the Title Commitment; and (ii) insurable by a title insurance company acceptable to Purchaser, at then current standard rates under an ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Contract, the term "Permitted Exceptions" shall mean: (a) current city, state and county ad valorem taxes not yet due and payable; (b) easements covenants and restrictions of record (other than those which Seller has agreed to remove or cause to be removed prior to Closing); and (c) laws, ordinances and other such governmental and/or quasi-governmental matters affecting the Property. Purchaser shall deliver to Seller, on or before the day which is eighty (80) days following the Effective Date (the "Title Notice Date"), written notice of any objection to matters of title, including any matters revealed by the new survey to be obtained by Purchaser. Upon receipt of any such objections to matters of title or the survey, Seller shall have a period of ten (10) days within which to either provide Purchaser with written notice of its intention to cure the objectionable

matters, or provide Purchaser with written notice that it does not intend to cure the objectionable matters. If Purchaser does not deliver the commitment and a complete and detailed list of its objections to matters of title and survey to Seller on or before the Title Notice Date, or Purchaser does not terminate this Contract prior to the end of the Inspection Period, all matters of title and survey shall be deemed approved by Purchaser and shall become "Permitted Exceptions".

X. DEFAULT.

- A.** If Seller fails to consummate the sale of the Property and is in default hereof, Purchaser shall be entitled to either (i) have the Escrow Agent refund the Earnest Money to the Purchaser and have the Contract terminated, whereupon all rights and obligations of the parties shall cease and terminate, or (ii) enforce the terms of this Contract by appropriate legal action, including an action for specific performance, in which case Seller shall be responsible for all costs and expenses incurred by Purchaser associated with such action, including Purchaser's attorneys' fees, if Purchaser prevails in the legal action.
- B.** If Purchaser fails to consummate the purchase of the Property and is in default hereof, Seller shall be entitled to either (i) to have the Escrow Agent pay the Earnest Money to Seller as liquidated damages and not as a penalty, the parties acknowledging that Seller's damages would be difficult to ascertain precisely, and have the Contract terminated, whereupon all rights and obligations of the parties shall cease and terminate, or (ii) enforce the terms of this Contract by appropriate legal action, including an action for specific performance, in which case Purchaser shall be responsible for all costs and expenses incurred by Seller associated with such action, including Seller's attorneys' fees, if Seller prevails in the legal action.
- C.** In the event of legal action between Purchaser and Seller pursuant to this Contract, the prevailing party shall be entitled to recover reasonable and documented attorneys' fees and costs from the non-prevailing party.

XI. SELLER'S REPRESENTATIONS AND WARRANTIES.

- A.** Purchaser acknowledges that it is purchasing the Property in an "**AS IS, WHERE IS PHYSICAL CONDITION**" as of the Effective Date and not on the basis of any representations or warranties made by Seller (or anyone claiming to act on Seller's behalf) either expressed or implied other than as set forth or provided for herein. Seller represents and warrants as follows:

 - i.** To the best of Seller's actual knowledge and belief, Seller has not received from any agency or municipal notice of, nor does the Seller have any actual knowledge (without independent investigation) of any condition of the Property which violates any environmental, business, or building code or other governmental rules, regulations or guidelines to which the Property is or may be subject.
 - ii.** To the best of Seller's actual knowledge and belief, there are no pending lawsuits, proceedings, judgments, liens or executions against or affecting the Seller that would or could affect title to the Property, nor has Seller received notice of any dispute with third-parties concerning the location of the boundary lines of the Property.

- iii. No other options, rights-of-first refusal, or contracts have been granted or entered into by Seller which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.
- iv. Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and that all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations under this Contract has been or on the Closing Date will have been taken. Seller has not entered into any currently-effective agreement concerning the Property which would survive Closing, except for those provisions in this Agreement that survive Closing.
- v. During the term of the Contract unless approved by Purchaser, Seller shall refrain from (a) creating or incurring, or suffering to exist, any new mortgage, lien, pledge, or other encumbrance upon the Property; (b) changing the land use or zoning designation of the Property without the express written consent of the Purchaser; or (c) committing any waste or nuisance upon the Property.

B. Seller represents and warrants that it has no actual knowledge of any violations of any applicable environmental laws relating to the Property. Seller further represents and warrants that it has no actual knowledge of the presence of disposal, except as in accordance with applicable law, on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the U.S. Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to *Section 307 of the Clean Water Act of 1977* (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to *Section 1004 of the Resource Conservation and Recovery Act of 1976* (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to *Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980* (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts. Further, Seller has no actual knowledge of any latent defects affecting the Property including but not limited to any mine shafts, sinkholes, burial grounds or archeological deposits, or other such conditions adversely affecting the Property. Purchaser acknowledges that Seller has made no and shall not be required to make any independent investigation with respect to the foregoing.

XII. NOTICES. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed to have been given when delivered pursuant to a method set forth in Section XII.C. below to the addresses set forth below or such other addresses as are specified by written notice delivered in accordance herewith:

Purchaser: CENTRAL ELECTRIC POWER COOPERATIVE, INC.

Attn: Robert C. Hochstetler, President & CEO
20 Cooperative Way
Columbia, SC 29210
Email: rhochstetler@cepci.org

With a copy to: The Tiencken Law Firm, LLC
Attn: Alexander G. Hall
234 Seven Farms Drive, Suite 114
Daniel Island, SC 29492
Email: ahall@tienckenlaw.com

Seller: COUNTY OF GEORGETOWN, SOUTH CAROLINA
Attn: Sel Hemingway, County Administrator
716 Prince Street
Georgetown, SC 29440
Email: olewis@gtcounty.org

With a copy to: Wesley P. Bryant, County Attorney
716 Prince Street
Georgetown, SC 29440
Email: wbryant@gtcounty.org

XIII. MISCELLANEOUS.

- A.** This Contract and all terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- B.** The captions employed in this Contract are for convenience only and are not intended to in any way limit or amplify the terms and provisions hereof.
- C.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service, or (iv) sent electronically by electronic mail and addressed to each party at the applicable address set forth beside the signature of each party or elsewhere herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on a date of hand delivery, on the day following deposit in the United States mail, on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the day sent by electronically.
- D.** Pending consummation of the sale as herein provided, Seller shall not impose any easements, covenants, conditions, restrictions or other encumbrances upon the Property or any part thereof without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

- E.** This Contract constitutes the entire agreement between the parties and no changes shall be effective unless in writing signed by the Seller and Purchaser.
- F.** All terms and conditions of this Contract which by their nature and effect if required to be observed, kept or performed after Closing shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- G.** Time is of the essence hereunder. However, if the transaction cannot be closed within the stipulated time limits set forth herein, the Purchaser shall have the option to extend this Contract for one additional period of thirty (30) days upon written notice to Seller and the deposit of an additional, nonrefundable Five Thousand and No/100 Dollars (\$5,000.00) deposit with the Escrow Agent (which shall be held as Earnest Money and applied accordingly as set forth in this Contract).
- H.** Without the prior written consent of Seller, which shall not be unreasonably withheld, Purchaser may not assign its rights and obligations in part or in whole hereunder to any affiliated entity or any other entity.
- I.** The invalidity or unenforceability of a particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- J.** If the time period by which any right, option or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- K.** Seller shall bear all risk of loss until the Closing and the delivery of the deed to Purchaser. In the event that prior to the Closing the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof. Purchaser shall have the option to terminate the Contract within ten (10) business days from the receipt of such notice if such loss would prevent the Purchaser from using the Property for Purchaser's intended purposes, whereupon all rights and obligations of the parties shall cease and terminate and the Earnest Money will be refunded to Purchaser.
- L.** Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, timeframe, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, timeframe, condition or covenant under this Contract.
- M.** During the Inspection Period, Seller shall provide Purchaser with all documentation required to close the purchase of the Property on the closing date including, but not limited to, any leases, rent rolls, timber deeds, any existing title insurance policy. At least seven (7) days prior to Closing, Seller shall provide Purchaser's attorney with forms of closing documentation such as a South Carolina Seller's Withholding Affidavit, a Certificate of Tax Compliance or affidavit that such certificate is non-applicable, 1099-S (if applicable), appropriate corporate

N. The laws of the State of South Carolina shall govern the validity, enforcement and interpretation of this Contract.

O. The submission of this Contract to either party by the other for examination or consideration does not constitute an offer to purchase or sell the Property, and this Contract shall become effective, if at all, only upon the full execution thereof by Purchaser and Seller.

P. This Contract may be executed by the parties in multiple counterparts with each counterpart constituting an original document. Any signatures delivered by a party either by facsimile, email, or other electronic transmission or digital format (including but not limited to an Adobe file format or PDF) will be deemed to be original signatures under the Contract. All such counterparts and originals when taken together will constitute the entire original Contract.

Q. The Buyer agrees to allow the seller a First Right of Refusal should the Buyer ever sell the subject property. This provision shall outlined in the General Warranty Deed from the Seller to the Buyer and shall permit the Seller the first opportunity to purchase the subject property at its agreed upon Fair Market Value from the Buyer. This provision shall run with the land as long as the Buyer, its assigns and successors, own the subject property. The Seller shall have 90 days (an adequate amount of time to seek approval from the Georgetown County Council) in which to conduct its due diligence and provide the Buyer, its assigns and successors, with notice of its intent to purchase or not, after the Buyer provides written notification to the Seller of its intent to sell the subject property.

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The foregoing agreement was acknowledged before me this ____ day of _____, 2018 by Robert C. Hochstetler, President & Chief Executive Officer of CENTRAL ELECTRIC POWER COOPERATIVE, INC., a South Carolina not-for-profit electric cooperative, on behalf of the corporation.

_____(Seal)

Notary Public for South Carolina

My Commission Expires: _____

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

SELLER:

**GEORGETOWN COUNTY,
SOUTH CAROLINA**

(Witness 1)

By: _____

Its: _____

(Witness 2 & Notary)

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) ACKNOWLEDGEMENT

The foregoing agreement was acknowledged before me this ____ day of _____, 2018 by
_____[NAME], _____[TITLE] of
GEORGETOWN COUNTY, a body politic and corporate and political subdivision of the State of South
Carolina, on behalf of the County.

_____(Seal)
Notary Public for South Carolina
My Commission Expires: _____

Seller's Initials: _____ **Purchaser's Initials:** _____

EXHIBIT A
ILLUSTRATIVE MAP OF PROPERTY

Seller's Initials: _____

Purchaser's Initials: _____

EXHIBIT B
Escrow Provisions

Escrow Agent agrees to hold, keep and deliver the Earnest Money and all other sums delivered to Escrow Agent in accordance with the terms and provisions of this Agreement.

Escrow Agent shall be liable only to hold said sums and deliver the same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement, Escrow Agent is acting in the capacity as a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall have been caused by the gross negligence or willful malfeasance of Escrow Agent.

In the event of any disagreement between Purchaser and Seller resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing Escrow Agent shall make no delivery or other disposition of any of the monies then held by it under the terms of this Agreement, and in so doing Escrow Agent shall not become liable to anyone for such refusal; and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction of the monies involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement between Seller and Purchaser, and Escrow Agent shall have a period not exceeding three (3) business days after receipt by Escrow Agent of any notice or request to perform any act or disburse any portion of the monies held by Escrow Agent under the terms of this Agreement.

Further, Escrow Agent shall have the right at all times to pay all sums held by it (x) to the appropriate party under the terms hereof, provided no dispute exists between the parties hereto, or (y) into any court of competent jurisdiction after a dispute between or among the parties has arisen, whereupon Escrow Agent's obligations hereunder shall terminate.

Seller and Purchaser jointly and severally agree to reimburse Escrow Agent from any and all costs, damages and expenses, including reasonable attorney's fees, that Escrow Agent may incur in its compliance of and in good faith with the terms of this Agreement; provided, however, that this reimbursement shall not extend to any acts of gross negligence or willful malfeasance on the part of the Escrow Agent.

In the event of the termination of this Agreement and the entitlement to Purchaser of the return of the Earnest Money as provided herein, then upon the request by Purchaser or the Escrow Agent, Seller will promptly execute a consent or provide other approval to the such release and return by the Escrow Agent of the Earnest Money to Purchaser.

Item Number: 7.c
Meeting Date: 12/11/2018
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 2018-39 - AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 108 NORTH MORGAN AVENUE IN THE TOWN OF ANDREWS TO KAREN HOGAN (ODYSSEY KIDS CLUB).

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County Council has previously and continuously leased the subject property located at 108 N. Morgan Avenue in the Town of Andrews to Karen Hogan since Georgetown County purchased the property in 2010. Georgetown County Council has determined that a lease with Karen Hogan to operate a child day care facility is an appropriate use for the property.

Georgetown County Council and Karen Hogan are both desirous of entering into a new one year lease agreement with the term of 12 months to commence on November 1, 2018.

OPTIONS:

1. Adopt Ordinance No. 2018-39 to authorize the lease of property.
2. Do not adopt Ordinance No. 2018-39.

STAFF RECOMMENDATIONS:

Recommendations for the adoption of Ordinance No. 2018-39 provided under separate report.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2018-39 Authorizing the Lease of Property located in the Town of Andrews	Ordinance
▣ Property Lease Agreement - 108 N Morgan Ave	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-39

**AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 108 NORTH MORGAN AVENUE
IN THE TOWN OF ANDREWS TO KAREN HOGAN (ODYSSEY KIDS CLUB).**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County Council has previously and continuously leased the subject property to Karen Hogan since the County purchased the property in 2010; and

WHEREAS, Georgetown County Council has determined that a lease with Karen Hogan to operate a child day care facility is an appropriate use for the property; and

WHEREAS, the Georgetown County Council and Karen Hogan are both desirous of entering into a new one year lease agreement.

NOW, THEREFORE, IT IS RESOLVED AND ORDAINED AS FOLLOWS:

Any other previous lease agreements and Ordinances involving the subject property and Karen Hogan are repealed in their entirety, null and void.

Further, Georgetown County Council has determined that the lease agreement, attached herewith, whereby the County is the Lessor and Karen Hogan is the Lessee shall be approved for the building and parcel located at 108 North Morgan Avenue, Town of Andrews, Georgetown County, South Carolina for a term of 12 months to commence on November 1, 2018 and ratified by 3rd reading approval and a public hearing of this Ordinance.

Should a court of competent jurisdiction declare any word, phrase, clause or provision of this ordinance invalid or unconstitutional, 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 ___th DAY OF DECEMBER, 2018.

Johnny Morant, Chairman
Georgetown County Council

(Seal)

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2018-39, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2018

Second Reading: _____, 2018

Third Reading: _____, 2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

LEASE AGREEMENT
(Town of Andrews – North Morgan Ave)

WHEREAS, Georgetown County is the owner of that certain property, currently known as the Odyssey Kids Club, 108 North Morgan Avenue, Andrews, Georgetown County, South Carolina; and

WHEREAS, Karen Hogan, owner, desires a one year-term lease of the subject property for the purposes of conducting children day care services; and

WHEREAS, the Lessor is desirous of leasing the premises described herein to the Lessee for another period of 12 months in exchange for consideration herein described.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Lessor and Lessee do mutually agree as follows:

THIS PROPERTY LEASE AGREEMENT (“Agreement” or “Lease”) made and entered into this 1st day of November, 2018, by and between **KAREN HOGAN** (hereinafter referred to as Lessee) AND **GEORGETOWN COUNTY**, a body politic and organized under the laws of the State of South Carolina, (hereinafter referred to as Lessor), voids any other lease document previously entered however it shall not void any financial obligations currently owed and due from the Lessee to the Lessor.

1. Leased Property. The Lessor, in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by Lessee, hereby leases Lessee that certain property referred to as the Odyssey Kids Club at 108 North Morgan Avenue in the Town of Andrews, South Carolina and further identified as TMS No: 06-0004-122-00-00 (hereinafter referred to as the Property).

TO HAVE AND TO HOLD unto Lessee for the time and upon the terms as hereinafter set forth.

2. Representations of Lessor. The Lessor represents that it leases the Property and that the title to the Property is free from encumbrances. Lessor further represents that it has the right and authority to make this Agreement.

3. Term. The Term of this Agreement shall be FOR A PERIOD OF TWELVE MONTHS FROM THE DATE ENTERED INTO AS EVIDENCED ABOVE and no more and shall be terminated for any reason if both parties mutually agree in writing or if the Lessee fails to make a lease payment for more than 30 days after its due date.

4. Renewal Term. There shall be no option of a renewal term. However, both parties may, at their sole discretion, agree to a new lease agreement at the end of the term described herein.

5. Early Termination. Lessee shall have the right to terminate this Agreement at any time during the term hereof in the event Lessee's principal use of the Property becomes prohibited, is rendered practically unfunded and/or unprofitable, or the property is no longer needed. Lessor shall have the right to terminate this Agreement, with or without cause, upon 30 days of notice to the Lessee.

Nothing herein precludes the parties from mutually terminating this agreement early by an agreed upon written amendment to this document. If the Leased Property is subject to a Condemnation action by an entity other than the Lessor, or if a portion is condemned, then, if the Lessee so desires, the term of this Agreement shall automatically cease and terminate as of the date of such taking or condemnation.

6. End of Term. Upon expiration of the Initial Term or other termination of this Agreement as described in #5, Lessee shall immediately quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall immediately remove from the property all of its property, to include any improvements (unfixed) to the property prior to the expiration of the term or early termination date. Any permanent improvements shall become the property of the Lessor unless otherwise agreed to by the parties in a separate agreement. In the event 30 days of notice was given in compliance with #5 above, Lessee shall vacate the premises immediately at the end of the 30th day.

7. Holdover Occupancy. Holdover occupancy shall not be allowed unless agreed to by both parties and evidenced in writing, executed by both parties.

8. Rent, Back Rent and Lease Payments. Commencing on the date evidenced above, Lessee shall pay lessor Rent (as herein defined) at the address specified in Paragraph 28, or other such place as may be designated by Lessor. **The Rent shall be TWO HUNDRED FIFTY DOLLARS (250.00) a month** and said Rent shall be payable in advance on or before the first day of each month. Rent shall not be subject to deduction. Rent that is more than 30 days past due based on the first day of each month shall render the Lessee in default and cause the immediate termination of this agreement.

In addition to rent, **Back Rent in the amount of FIFTY DOLLARS (\$50.00) a month** shall be due and payable in advance on or before the first day of each month along with the monthly rent payment. Lessee acknowledges a severe delinquency in past due rent payments and agrees that the monthly \$50 payment will be logged each month as a reduction of that debt. Back Rent that is more than 30 days past due based on the first day of each month shall render the Lessee in default and cause the immediate termination of this agreement.

9. Security Deposit. A security deposit shall not be required for this agreement.

10. 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, in connection or resulting from or arising out of Lessee's use of occupancy of the Leased Property. Lessor shall timely pay all uniform fees and taxes, to include the Georgetown County Storm Water Fee if applicable, which may be assessed upon the Leased Property by all governing bodies with jurisdiction. The Lessee shall be

responsible for and shall timely pay any and all personal property taxes which may be assessed by all governing bodies with jurisdiction upon Lessee's personal property located upon the Leased Property. The Lessee shall not be responsible for real property taxes as no taxes are owed on this property.

11. Use of Leased Property. During the Term of this Agreement, and any renewal period thereof, Lessee shall occupy and use the Leased Property for the purpose of conducting a child day care program for children. The failure of Lessee to continuously use, occupy, operate or conduct its business within the Leased Property for a period of 30 days during the term of this Agreement shall constitute an event of default and abandonment hereunder. Upon abandonment, the Lessor shall automatically have the right to reoccupy the premises and this agreement shall automatically terminate without notice.

Lessee shall be allowed to install reasonable exterior signs and graphic materials on the exterior façade of the Leased Property and the contiguous real estate property being leased under this Agreement for advertisement and recognition so long as the signs conform to all applicable Sign and Zoning Ordinances for the Town of Andrews.

12. Covenant of Quite Enjoyment. The Lessee, upon the payment of Rent herein reserved and upon the performance of all other terms of this Agreement, shall at all times during the lease term, and during any extension term, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor.

13. Maintenance. Lessee shall keep the Property clean and free of all trash and debris at all times.

14. Repairs. Repairs that are needed due to the actions and use of the premises by the Lessee shall be the responsibility of the Lessee during the term of this Lease Agreement. Repairs needed due to Acts of God shall be the responsibility of the Lessor during the term of this Lease Agreement.

15. 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 without the express, written consent of the Lessor.

16. Right of Entry. Lessor shall have the right, upon adequate notice, to enter the real property for the purpose of inspecting or protecting such. This right includes, but is not limited to, safety checks in the time of natural disasters, other emergencies or for any other reason that may be determined by the Lessor.

18. Compliance with Governmental Orders, Regulations, Etc. The Lessee covenants and agrees to comply with all governmental rules, laws and ordinances during the term of its lease. Any failure to do so by the Lessee will result in a breach of this Agreement.

19. Insurance. Lessee agrees to maintain general liability insurance policy or policies. 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. Lessee agrees to maintain a policy with at least \$1,000,000.00 in coverage for a single individual, \$2,000,000.00 per occurrence and at

least \$50,000.00 for any loss of property. Lessee agrees to furnish Lessor, upon request, with a copy of certificates and binders evidencing the existence of the insurance required herein. 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. However, nothing herein shall preclude the Lessor from obtaining or maintaining its own property insurance during the term of this Lease Agreement. The Lessee agrees to name the County as an additional insured on its General Liability Policy.

20. 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 untenable by such damage.

21. Alterations and Improvements. The Lessee shall not make any major (defined as \$10,000 and above) alterations to the Leased Property without the Lessor's written consent, however, such consent shall not be unreasonably withheld. Lessee shall indemnify and hold harmless the Lessor against any mechanic's liens or materialmen's liens, lawsuits, or any other lien or action whereby money is being claimed as owed, arising out of the making of any alteration or improvements by Lessee to the Leased Property as herein provided.

22. Utilities. The Lessee shall be responsible for any utility charges during its occupancy under the terms of this lease.

23. Default. If Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceedings under any insolvency or bankruptcy act (or any amendment thereto hereafter made) seeking to effect a reorganization or a composition with Tenant's creditors, or if (in any proceeding based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee of the leased property, or if any proceeding shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of the law of if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, or if there shall be a default in the payment of the rental reserved hereunder for more than 30 days, or if there shall be a default in the performance of any other payment, covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than thirty (30) days, then Lessor may, at Lessor's sole option, terminate this Agreement.

24. DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT. LESSOR HEREBY DISCLAIMS AND LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO 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 (INITIAL OR RENEWAL OR MONTH-TO-MONTH) OF THIS AGREEMENT. THE PARTIES DO AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE PREMISES.

THE LESSOR SHALL NOT HOLD THE LESSEE RESPONSIBLE FOR ANY LIABILITIES THAT ARISE AS A RESULT OF THE LESSOR'S FAILURE TO COMPLY WITH THE AGREEMENT HEREIN OR ANY OTHER LIABILITY THAT MAY OCCUR PURSUANT TO A DIRECT ACT OR OMMISSION OF THE LESSOR, WHETHER IN CONTRACT OR TORT. THE LESSEE COVENANTS AND AGREES TO ACCEPT RESPONSIBILITY FOR ALL BODILY INJURY AND PROPERTY DAMAGE THAT OCCURS PURSUANT TO ACTS OF THE LESSEE.

25. Governing Law and Jurisdiction. 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 only after non-binding mediation is held by a neutral mediator agreed to by both parties. **This agreement is not subject to arbitration.**

26. 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 the Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

27. 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 other rights and remedies available to either party in law or equity.

28. 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 and shall be deemed to have been given at the time it is duly deposited and registered in any US Mail Post Office or Branch Post Office:

If to Lessor: Sel Hemingway, Administrator
Georgetown County
716 Prince Street
Georgetown, SC 29440

If to Lessee: Karen Hogan
Odyssey Kids Club
108 North Morgan Avenue
Andrews, SC 29510

With a copy to: Wesley P. Bryant, Esq.
Georgetown County Attorney
716 Prince Street
Georgetown, SC 29440

29. 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 thereof.

30. Successors Bound. This Agreement shall be binding on and shall inure to the benefit of its successors or legal representatives of the parties hereto unless the Lessor and Lessee otherwise enact a written agreement stating otherwise.

31. 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.

32. Gender and Singular. In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

33. Captions. The captions appearing in the beginning of each separate numbered section in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions contained herein.

34. Written Changes. This Agreement may not be changed orally, but only by agreement in writing and signed by both parties

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this the date and year first above written.

WITNESSES

LESSOR: GEORGETOWN COUNTY

BY: _____

ITS: **County Administrator**

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that Sel Hemingway personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

WITNESSES

LESSOR:
ODYSSEY KIDS CLUB

_____ **BY:** _____

_____ **ITS:** **Karen Hogan, Owner**

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

Item Number: 8.a
Meeting Date: 12/11/2018
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Alcohol & Drug Abuse Commission

CURRENT STATUS:

Currently, there are vacancies on the Alcohol & Drug Abuse Commission representing Council District 1 and Council District 2.

POINTS TO CONSIDER:

Council member John Thomas has nominated **Patricia Molloy Fancher** to serve on the Alcohol & Drug Abuse Commission representing Council District 1. If appointed, Ms. Fancher will complete an "unexpired" term of service that will end on March 15, 2019.

Council member Ron Charlton has nominated **Mark Barber, Jr.** to serve on the Alcohol & Drug Abuse Commission representing Council District 2. If appointed, Mr. Barber will complete an "unexpired" term of service that will end on March 15, 2021.

OPTIONS:

1. Ratify the appointment of Patricia Molloy Fancher (representing Council Dist.), and Mark Barber, Jr. (representing Council Dist. 2) to the Alcohol & Drug Abuse Commission.

2. Do not ratify these appointments to the Alcohol & Drug Abuse Commission.

STAFF RECOMMENDATIONS:

Recommendation to ratify the appointment of **Patricia Molloy Fancher** (representing Council Dist.), and **Mark Barber, Jr.** (representing Council Dist. 2) to the Alcohol & Drug Abuse Commission.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> A&D Abuse Commission - Pat M Fancher	Backup Material
<input type="checkbox"/> A&D Abuse Commission - Mark Barber	Backup Material



**QUESTIONNAIRE 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:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Airport Commission | <input type="checkbox"/> Economic Development Alliance Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input checked="" type="checkbox"/> Alcohol & Drug Abuse Commission | <input type="checkbox"/> Fire District 1 Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Assessment Appeals Board | <input type="checkbox"/> Historical Commission | <input type="checkbox"/> Sheriff Advisory Board |
| <input type="checkbox"/> ATAX Commission | <input type="checkbox"/> Library Board | <input type="checkbox"/> Tourism Management Commission |
| <input type="checkbox"/> Building Codes Board of Appeals | <input type="checkbox"/> Midway Fire-Rescue Board | <input type="checkbox"/> Zoning Appeals Board |
| | | <input type="checkbox"/> Other _____ |

Name: MARK EDWIN BARBER JR.
[First] [Middle/Maiden] [Last]

Home Address: 2501 WITHERS ST. GEORGETOWN, SC 29440

Home Phone: _____ Work Phone: _____ Cell Phone: 843-597-1646

Email Address: mbarberjr@gmail.com

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

Occupation: RETIRED Present Employer: SELF-EMPLOYED-CONTRACTOR
[If retired, most recent employer]

Employer Address: _____

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

☐ Some High School ☐ High School Graduate/GED ☒ Some College ☐ College Graduate

Professional Degree [please specify] _____

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]: _____

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission:

MEMBER OF ALCOHOLICS ANONYMOUS - STUDY ALCOHOLISM AND DRUG ADDICTION, WORK WITH AND HELP OTHERS TO ACHIEVE SOBRIETY.

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.

Mark E. Barber Jr. 12/4/18
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 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]

Item Number: 8.b
Meeting Date: 12/11/2018
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Midway Fire Rescue - Board Appointments

CURRENT STATUS:

Pending.

POINTS TO CONSIDER:

Council members representing the Waccamaw Neck (Fire District 2) generally make recommendations to County Council regarding the membership of the Midway Fire Rescue Board.

A recommendation has been made to reappoint Ms. Lissa Byrd to the MFR Board. If appointed, Ms. Byrd will serve 4 year term ending on March 15, 2022.

Ms. Byrd's application for service is provided for County Council's consideration.

FINANCIAL IMPACT:

N/a

OPTIONS:

1. Ratify appointment to the Midway Fire Rescue Board as recommended.
2. Do not ratify the recommended appointment.

STAFF RECOMMENDATIONS:

Recommendation to appoint Ms. Lissa Byrd to the Midway Fire-Rescue Board.

ATTACHMENTS:

Description	Type
Midway Fire Rescue Board_Lissa Byrd Application	Backup Material



**QUESTIONNAIRE 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:

- | | | |
|--|---|--|
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Coastal Carolina University Advisory Board | <input checked="" type="checkbox"/> Midway Fire-Rescue Board |
| <input type="checkbox"/> Alcohol & Drug Abuse Commission | <input type="checkbox"/> Economic Development Alliance Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Assessment Appeals Board | <input type="checkbox"/> Fire District 1 Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> ATAX Commission | <input type="checkbox"/> Historical Commission | <input type="checkbox"/> Sheriff Advisory Board |
| <input type="checkbox"/> Building Codes Board of Appeals | <input type="checkbox"/> Library Board | <input type="checkbox"/> Tourism Management Commission |
| | | <input type="checkbox"/> Zoning Appeals Board |

Name: Lissa I Burd
[First] [Middle/Maiden] [Last]

Home Address: 166 Hamby Drive, Pawleys Island, SC 29585

Home Phone: 410-241-8947 Work Phone: _____ Cell Phone: 410-241-8947

Email Address: byrd155A@gmail.com

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

Occupation: R.N. Present Employer: Smith Medical Clinic

Employer Address: 99 Baskerville Dr., Pawleys Island, SC 29585
(If retired, most recent employer)

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

☐ Some High School ☐ High School Graduate/GED ☐ Some College ☒ College Graduate

Professional Degree [please specify] B.A.S., R.N.

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

[If yes, please list]: Willbrook Plantation Homeowners Assoc. Board

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]: _____

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission:

As a nurse, being in several leadership roles, I could help with my professional expertise as well as interpersonal skills

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.

Lissa I. Byrd 12/1/18
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 timeframe you may re-submit your application. Please note that information provided in this application may be subject to SC Freedom of Information disclosure.

Item Number: 8.c
Meeting Date: 12/11/2018
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Planning Commission

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Councilmember John Thomas has nominated Ms. Sandra Bundy to serve on the Georgetown County Planning Commission (representing Council District 1). If appointed, Ms. Bundy will fill a seat that is currently vacant. This unexpired term of service will end on March 15, 2021.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify appointment of Ms. Sandra Bundy to the Planning Commission.
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Recommendation to ratify the appointment of Sandra Bundy to the Planning Commission (representing Council District 1).

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Planning Commission Application_Sandra Bundy	Backup Material



**QUESTIONNAIRE 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:

<input type="checkbox"/> Airport Commission	<input type="checkbox"/> Coastal Carolina University Advisory Board	<input type="checkbox"/> Midway Fire-Rescue Board
<input type="checkbox"/> Alcohol & Drug Abuse Commission	<input type="checkbox"/> Economic Development Alliance Board	<input type="checkbox"/> Parks & Recreation Commission
<input type="checkbox"/> Assessment Appeals Board	<input type="checkbox"/> Fire District 1 Board	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> ATAX Commission	<input type="checkbox"/> Historical Commission	<input type="checkbox"/> Sheriff Advisory Board
<input type="checkbox"/> Building Codes Board of Appeals	<input type="checkbox"/> Library Board	<input type="checkbox"/> Tourism Management Commission
		<input type="checkbox"/> Zoning Appeals Board

Name: Sandra Sing Bundy
[First] [Middle/Maiden] [Last]

Home Address: 522 Macklen Avenue, P. O. Box 2043, Murrells Inlet, SC 29576

Home Phone: 843-651-2283 Work Phone: 843-902-7615 Cell Phone: _____

Email Address: SandraBundy@gmail.com

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

Occupation: Real Estate Broker Present Employer: B&P, Inc.
[If retired, most recent employer]

Employer Address: 522 Macklen Avenue, P. O. Box 2043, Murrells Inlet, SC 29576

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

☐ Some High School ☐ High School Graduate/GED ☒ Some College ☐ College Graduate

Professional Degree [please specify] _____

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

[If yes, please list]: Preserve Murrells Inlet

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]: _____

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission: Longtime resident of Murrells Inlet.
Experience with land planning including site plans, surveys and wetland determinations. Understanding of development regulations, zoning,
setbacks, site plans and new construction. Interests include sustainable development and community resilience.

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.

Sandra Bundy 11-19-18
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 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]

Item Number: 10.a
Meeting Date: 12/11/2018
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-37 - Amendment of the FY 2018/2019 Budget Ordinance.

CURRENT STATUS:

Pending Approval

POINTS TO CONSIDER:

Each year when budgets are being prepared for the ensuing fiscal year there are various budgeted projects and other purchases in progress. When the completion of such items does not occur prior to year-end it is necessary to "rollover" the appropriations and amend the budget in the following year to provide for the remaining expenditures.

Ordinance 2018-37 will allow funding authorized in the FY 2017/2018 Budget to be carried forward to provide for expenditures in FY 2018/2019 associated with outstanding purchase commitments and completion of projects that were in progress at the end of the prior fiscal year.

FINANCIAL IMPACT:

The "rollovers" proposed in this ordinance only shifts appropriations from the prior year to the current year. Accordingly, there is no cumulative financial impact to the County.

OPTIONS:

1. Approve Ordinance No. 2018-37 to amend the FY 2018/2019 Budget Ordinance.
2. Reject Ordinance No. 2018-37.

STAFF RECOMMENDATIONS:

Recommendation for the approval of Ordinance No. 2018-37.

NOTE: Ordinance No. 2018-37 has been revised for third reading, a motion to amend will be needed.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
□ Ordinance 2018-37 Rollover Report - Amended	Cover Memo
□ Ordinance 2017-34 Amended for Third Reading	Cover Memo

Georgetown County
FY18 Encumbered and other Proposed Project Budget Rollovers to FY19

Account Number	Total Requested	PO Number/Comments	Vendor	Purpose
General Fund				
010.109.50707	60,000	Per Clark Cooper		ESX Server & Domain Controller hardware upgrades
010.121.50703	1,239			Needed to complete Courtroom renovations
010.133.50706	39,299	2017-0000205	Tyler Technologies	EnerGov Upgrade Software
010.215.50411	4,735	Emergency Generator Repair		
010.609.50764	26,059	Per Glenda	Airport Grants	Matching Grant funds
Total General Fund	131,332	This rollover appropriation would come from fund balance		
Law Enforcement Fund				
060.207.50705	19,000	Per Memo from Sabrina		Paving/concrete project at Detention Center
Total Law Enforcement Fund	19,000	This rollover appropriation would come from fund balance		
Road Improvement Fund				
066.906.50702	1,728	2018-00000047	Stone Construction	Handy Hill Drive & Maggie Mae Place
066.906.50702	280	2018-00000117	Coastal Asphalt LLC	Amos Road Repairs
066.906.50702	2,520	2018-00000118	Parker Land Surveying	Royal Pine Drive, Smalls Loop, & Squires Drive
066.906.50702	93	2018-00000122	Thomas & Hutton Engineering	SCL Trail,Soldierwood & Kedneywood Land Survey
066.906.50702	1,799	2018-00000292	Davis & Floyd	Right of Way & Topographic Surveying
066.906.50702	854	2018-00000353	Davis & Floyd	Whispering Pines Drive
066.906.50702	149,254	2018-00000379	Davis & Floyd	Locally Funded Chmprehensive Roadway Design
066.906.50702	863	2018-00000429	Davis & Floyd	Erosion Control Inspection Whispering Pines & Rambo Lane
066.906.50702	39,280	2018-00000572	Davis & Floyd	Zeb Ford Engineering Services
066.906.50702	16,584	2018-00000573	Davis & Floyd	Washington Hill Engineering Services
066.906.50702	154,859	2018-00000645	Stone Construction	Access Road Work - Big Dam Fire Station
066.906.50701	50,000			Land for Mining Operations
066.906.50702	6,885,719	Remaining Balance in account		
Total Road Improvement Fund	7,303,832	This rollover appropriation would come from fund balance		
Local Hospitality/Accm Tax				
069.901.50527	222,253			Reimbursement for Ambulance
Total Local Hospitality/Accm Tax	222,253	This rollover appropriation would come from fund balance		

Emergency Telephone Fund				
075.901.50707	50,000	Noted in Budget Book per TL		Vesta 911 Command Post System
075.901.50707	20,000	Noted in Budget Book per TL		911 Back-Up System Location
Total Emergency Telephone Fund	<u>70,000</u>	This rollover appropriation would come from fund balance		
Capital Equipment Replacement Fund				
499.139.50713	31,434	2018-0000462	Benson Ford Mecury	2018 Ford F-250 2X4 Truck
499.151.50713	69,404	2018-0000498	Cooper Mortor Company	Dodge Ram 5500 Custom Fuel Truck
499.205.50713	45,608	2018-0000695	ARC Acquistion US	Mobile computers for patrol vehicles
499.205.50713	26,539	2018-0000466	Vic Bailey Ford	Transit Van
499.205.50713	40,987	2018-0000700	Love Chevrolet Company	2018 Chevy Tahoe
499.205.50713	28,688	2018-0000701	Polaris Sales Incorporated	(2) Green Sage Polaris Ranger XP900
499.205.50713	40,987	2018-0000694	Love Chevrolet Company	2018 Chevy Tahoe
499.205.50713	27,940	Per Tyler and Alan		Upfitting patrol vehicles
499.207.50713	32,000	DC Van not ordered prior to end of fiscal year		
499.301.50707	14,373	2018-0000548	Blanchard Michinery Company	Tilt Top Trailer
499.903.50713	1,575,913	2018-0000576	Fireline Incorporated	Ladder/Aerial Apparatus
499.903.50713	5,585	2018-0000613	West Chatham Warning Devices	Upfitting for 2018 Explorer
499.903.50713	4,845	2018-0000614	West Chatham Warning Devices	Upfitting for 2018 F-250
499.903.50713	29,839	2018-0000612	Vic Bailey Ford Inc	2018 Ford Explorer
499.903.50713	250,908	2018-0000538	Taylor Made Ambulances	2 each Ambulances
499.997.50713	23,260	BOAS Van not ordered prior to end of fiscal year		
499.999.50713	57,451	2018-00000589	Performance Automotive Group	Battalion Chief Vehicle
Total CERF	<u>2,305,761</u>	This rollover appropriation would come from fund balance		
Environmental Services				
502.305.50703	48,457			Administration Building & Nature Center
502.308.50707	28,230	2018-0000202	Custom Container Solutions	Containers for Recycling Bid#17-083
Total Environmental Services Fund	<u>76,687</u>	This rollover appropriation would come from fund balance		
Stormwater Fund				
504.901-50705	7,721	14-00000314	Stantec Consulting Services	Hagley West Drainage Improvement Project
504.901-50705	19,644	2016-00000507	Stantec Consulting Services	Professional Services
504.901-50705	19,541	2016-00000710	Stantec Consulting Services	To #15 S Litchfield Drainage
504.901-50705	7,242	2017-00000325	Stantec Consulting Services	Contract Services
504.901-50705	34,171	2017-00000326	Stantec Consulting Services	Contract Services
504.901-50705	48,382	2017-00000362	Stantec Consulting Services	To #17 MLK - Bent Tree Subdivision
504.901-50705	44,085	2017-00000686	Stantec Consulting Services	To #23 Running Water Drainage
504.901-50705	38,950	2018-00000064	Stantec Consulting Services	Commerence Tiller Drive Drainage
504.901-50705	15,993	2018-00000213	Greenwall Construction	Construction of Hagley West Drainage

504.901-50705	84,360	2018-00000277	Greenwall Construction	Wilbrook Divd Drainage project
504.901-50705	7,377	2018-00000568	Stantec Consulting Services	Hagley West Drainage Project Engineering
504.901-50705	24,525	2018-00000668	Earthworks Group	South First Street Drainage
504.901-50705	42,855	2018-00000669	Earthworks Group	Driftwood Drainage Project
504.901-50705	12,935	2018-00000670	Earthworks Group	Springs Outfall Drainage Project
504.901-50705	12,530	2018-00000671	Earthworks Group	Pond Road Sinkhole Assessment
504.901-50705	7,140	2018-00000674	Earthworks Group	Center Road Drainage project
504.901.50706	39,299	2017-00000205	Tyler Technologies	Energov Software Upgrades
Total Stormwater Fund	<u>466,750</u>	This rollover appropriation would come from fund balance		

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2018-37

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2018/2019 BUDGET ORDINANCE ADOPTED BY
GEORGETOWN COUNTY COUNCIL**

- Section 1: The General Fund revenue account, Fund Balance Reserve, is increased by \$131,332 and appropriations to various General Fund expenditure accounts are increased by a total of \$131,332 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 2: The Law Enforcement Fund revenue account, Fund Balance Reserve, is increased by \$19,000 and appropriations to various Law Enforcement Fund expenditure accounts are increased by a total of \$19,000 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 3: The Road Improvement Fund revenue account, Fund Balance Reserve, is increased by \$7,303,832 and appropriations to Road Improvement project expenditure accounts are increased by a total of \$7,303,832 for outstanding encumbrances and ongoing projects at close of fiscal year 2018 as well as future to be designated projects for fiscal year 2019.
- Section 4: The Local Hospitality/Accommodations Tax Fund revenue account, Fund Balance Reserve, is increased by \$222,253 and appropriations to Direct Assistance expenditure account are increased by a total of \$222,253 for the outstanding reimbursement to Murrells Inlet Garden City Rescue for the purchase of a new Ambulance not received by the close of fiscal year 2018.
- Section 5: The Emergency Telephone Fund revenue account, Fund Balance Reserve, is increased by \$70,000 and appropriations to various Emergency Telephone Fund expenditure accounts are increased by a total of \$70,000 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 6: The Capital Equipment Replacement Fund revenue account, Fund Balance Reserve, is increased by \$2,305,761 and appropriations to various Capital Equipment Replacement Fund expenditure accounts are increased by a total of \$2,305,761 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.
- Section 7: The Environmental Services Fund revenue account, Fund Balance Reserve, is increased by \$76,687 and appropriations to Environmental Services Fund expenditure account, Non-Capital Assets, are increased by a total of \$76,687 for the purchase of Recycling containers which were not received by the close of fiscal year 2018.

Section 8: The Stormwater Drainage Fund revenue account, Fund Balance Reserve, is increased by \$466,750 and appropriations to various Stormwater Drainage Fund expenditure accounts are increased by a total of \$466,750 for outstanding encumbrances and ongoing projects at close of fiscal year 2018.

Section 9: This Ordinance No. 2018-37 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2018.

Johnny Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance No. 2018-37 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: 10.b
Meeting Date: 12/11/2018
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-0046-035-06-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to US Highway 521 near Andrews situated within the County's Industrial Park. This particular parcel is approximately 4.64 acres, and designated as TMS No. 02-0046-035-06-00.

Georgetown County Council has determined this portion of property will be best suited for the plans of the purchaser and will also place Georgetown County in a position to attract growth from companies who prefer green initiatives.

The fair market value of the property has been determined thus the parcel can be declared surplus and sold, transferring the interests by applicable deed to the purchaser, to the benefit of Georgetown County.

OPTIONS:

1. Adopt Ordinance No. 2018-38
2. Do not adopt Ordinance No. 2018-38.

STAFF RECOMMENDATIONS:

Recommendation to adopt Ordinance No. 2018-38 to declare as surplus a portion of a tract, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, and authorize the County Administrator to sell the property.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 2018-38 - An Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, bearing Georgetown County TMS# 02-	Ordinance
<input type="checkbox"/> Solar Site Purchase Agreement	Backup Material
<input type="checkbox"/> Exhibit A 4.64 Acre Site - Andrews Industrial Park	Exhibit

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #2018-38

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS AN APPROXIMATELY 4.64-ACRE PORTION OF LAND LOCATED IN THE ANDREWS INDUSTRIAL PARK ADJACENT TO GEORGETOWN HIGHWAY (US HWY 521) GEORGETOWN COUNTY, SOUTH CAROLINA, BEARING GEORGETOWN COUNTY TMS# 02-0046-035-06-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTY IN THE MANNER AS PRESCRIBED WITHIN ORDINANCE NO. 2008-09, GEORGETOWN COUNTY PURCHASING ORDINANCE, AS AMENDED

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to US Highway 521 near Andrews situated within the County's industrial park, this particular parcel being approximately 4.64 acres designated as TMS: 02-0046-035-06-00; and

WHEREAS, Georgetown County Council has determined this portion of property will be best suited for the plans of the purchaser and place Georgetown County in a position to attract growth from companies who prefer green initiatives; and

WHEREAS, the fair market value of the property has been determined thus the parcel can be declared surplus and sold to the benefit of Georgetown County; and

WHEREAS, Georgetown County Council, after consideration, finds that it is desirable to declare the property as surplus and transfer the interests by applicable deed to the purchaser; and

WHEREAS, a public hearing discussing the matter was held on _____, 2018.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL, THAT:

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 4.64 ACRE PORTION OF TMS# 02-0046-035-06-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE SAME IN ACCORDNANCE WITH ORDINANCE 2008-09, AS AMENDED.

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)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2018-38, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2018

Second Reading: _____, 2018

Third Reading: _____, 2018

EXHIBIT A



CONTRACT OF PURCHASE AND SALE

I. DEFINITIONS. As used herein the following terms shall have the following meaning:

- Page 1 of 13

Earnest Money, the Escrow Agent shall disburse the Earnest Money in accordance with the terms of such notice.

IV. INSPECTION PERIOD, SURVEYS AND STUDIES.

- A.** During the Inspection Period, Seller hereby grants permission to Purchaser, and its authorized agents and employees, to enter onto the Property at reasonable times upon reasonable written notice to Seller for the purpose of surveying, conducting architectural, geological, environmental, and engineering studies, and any other investigations, inspections, and testing deemed reasonably necessary by Purchaser ("Investigations") so long as such Investigations do not result in any material adverse change to the Property. Purchaser shall not conduct any invasive testing on the Property (including, without limitation, a Phase II environmental review) without first obtaining Seller's written consent, which may be provided or withheld in Seller's sole discretion. Purchaser shall restore any disturbances to the Property caused by the Investigations into the reasonably same condition of the Property prior to the Effective Date of the Contract. Purchaser shall obtain a title examination and a commitment for title insurance by a national title insurance company ("Title Commitment") chosen by Purchaser, committing to insure that title to the Property is vested in the Seller. Purchaser, and its authorized agents and employees, shall indemnify and hold Seller harmless from (a) any damage to the Property, (b) claims, assertions of claims or liability in any way connected with the activities of Purchaser hereunder, including without limitation, Purchaser's agents, contractors, or employees, and (c) all costs associated therewith including attorney's fees incurred in defense of any claims or in the enforcement hereof. The indemnities herein shall expressly survive the Closing or the termination of this Contract and shall be in addition to any liquidated damage provisions contained in this Contract.
- B.** At any time during the Inspection Period, Purchaser shall have the right and option to terminate this Contract by written notice as set forth herein for any or no reason, and upon such termination, this Contract shall thereupon become null and void for all purposes except for those matters that expressly survive termination hereof, and the Earnest Money shall be returned to Purchaser. If Purchaser does not terminate this Contract during the Inspection Period, the Earnest Money shall become nonrefundable except in the event of a default hereunder by Seller.

- V. CLOSING AND CLOSING DATE.** The Closing shall occur at a mutually agreeable location on the Closing Date or such earlier date established by Purchaser upon at least fifteen (15) days' advance written notice to Seller. The parties agree that Closing may be accomplished by mail so that neither party's physical presence is required at Closing.

VI. CLOSING DELIVERIES.

- A.** At Closing, Purchaser shall tender the Purchase Price (plus or minus normal closing adjustments) by wire transfer or other immediately available funds. The Earnest Money shall be applied against the Purchase Price of the Property at Closing unless otherwise provided herein.
- B.** At Closing, Seller shall deliver the following:

- i. A General Warranty Deed, satisfactory in form and substance to Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;
- ii. An Owner's Affidavit or lien waiver satisfactory for the purpose of removing the mechanic's lien exception from Purchaser's Owner's Title Insurance Policy for the Property;
- iii. A resolution of Seller confirming that Seller has the authority to sell the Property to Purchaser in accordance with the term of this Agreement and that the representative(s) of Seller executing this Agreement and all conveyancing documents related to this transaction are fully authorized to execute and deliver such documents on behalf of Seller;
- iv. Any real estate liens or other instruments or agreements to be canceled pursuant to the terms of this Agreement, in form appropriate for cancellation of record; and
- v. An affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina. (If Seller cannot give such affidavit, then Purchaser will withhold the amount required by such statute and remit same to the South Carolina Tax Commission).

VII. CLOSING CONTINGENCIES.

- A. As a condition precedent to Closing, if not done so already, Seller shall apply to have the Property re-zoned to a Georgetown County zoning classification that permits the Property to be used as community solar generation facility. Said re-zoning to be completed at the sole cost and direction of Seller, at least fifteen (15) days prior to Closing.
- B. As a condition precedent to Closing, Seller shall grant Purchaser a non-exclusive perpetual easement for ingress and egress to and from Georgetown Highway (US Highway 521) to the Property, as shown and identified as "ACCESS EASEMENT 0.81 ACRES" on Exhibit "A". Said access easement shall be evidenced by an executed and recorded easement agreement.

VIII. PRORATIONS, EXPENSES, AND COMMISSIONS.

- A. Real property taxes attributable to the year of Closing shall be prorated at Closing with Seller giving Purchaser a credit against the Purchase Price for Seller's share. If current tax bills are not immediately available, such prorations shall be made on the basis of the taxes assessed for the preceding year. All prorations made at the time of Closing are final and Purchaser shall be responsible for paying the 2018 real estate taxes, when due, without reimbursement from Seller. Any rollback taxes for the Property shall be the sole and absolute responsibility of Purchaser, Purchaser shall pay such fees or taxes promptly when due.
- B. Seller shall satisfy or pay for:

- i. All mortgages and other liens (other than the lien of taxes for the year of 2017, which are not yet due and payable) with respect to the Property and all transfer, servicing, or prepayment penalties or fees assessed by the holders of such mortgages;
- ii. The cost of statutory deed recording fees or transfer taxes assessed in connection with the conveyance of the Property;
- iii. All of Seller's legal fees; and
- iv. The cost of preparing the general warranty deed.

C. Purchaser shall pay for:

- i. Title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy and/or a loan policy;
- ii. All of Purchaser's legal fees;
- iii. The recording cost of the deed conveying title to the Property to Purchaser;
- iv. ALTA Survey; and
- v. Physical inspections of the Property.

D. Purchaser and Seller hereby represent that no commissions are owed to any real estate brokers resulting from this transaction. Each party agrees to indemnify the other with respect to any fees or commissions which may be owed to any third party with respect to any breach of this representation.

IX. TITLE. Seller shall convey the Property to Purchaser at Closing by general warranty deed conveying fee simple title in and to the Property. For the purposes of this Contract, "fee simple title" shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Expectations (as hereinafter defined) set forth in the Title Commitment; and (ii) insurable by a title insurance company acceptable to Purchaser, at then current standard rates under an ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Contract, the term "Permitted Exceptions" shall mean: (a) current city, state and county ad valorem taxes not yet due and payable; (b) easements covenants and restrictions of record (other than those which Seller has agreed to remove or cause to be removed prior to Closing); and (c) laws, ordinances and other such governmental and/or quasi-governmental matters affecting the Property. Purchaser shall deliver to Seller, on or before the day which is eighty (80) days following the Effective Date (the "Title Notice Date"), written notice of any objection to matters of title, including any matters revealed by the new survey to be obtained by Purchaser. Upon receipt of any such objections to matters of title or the survey, Seller shall have a period of ten (10) days within which to either provide Purchaser with written notice of its intention to cure the objectionable

matters, or provide Purchaser with written notice that it does not intend to cure the objectionable matters. If Purchaser does not deliver the commitment and a complete and detailed list of its objections to matters of title and survey to Seller on or before the Title Notice Date, or Purchaser does not terminate this Contract prior to the end of the Inspection Period, all matters of title and survey shall be deemed approved by Purchaser and shall become "Permitted Exceptions".

X. DEFAULT.

- A.** If Seller fails to consummate the sale of the Property and is in default hereof, Purchaser shall be entitled to either (i) have the Escrow Agent refund the Earnest Money to the Purchaser and have the Contract terminated, whereupon all rights and obligations of the parties shall cease and terminate, or (ii) enforce the terms of this Contract by appropriate legal action, including an action for specific performance, in which case Seller shall be responsible for all costs and expenses incurred by Purchaser associated with such action, including Purchaser's attorneys' fees, if Purchaser prevails in the legal action.
- B.** If Purchaser fails to consummate the purchase of the Property and is in default hereof, Seller shall be entitled to either (i) to have the Escrow Agent pay the Earnest Money to Seller as liquidated damages and not as a penalty, the parties acknowledging that Seller's damages would be difficult to ascertain precisely, and have the Contract terminated, whereupon all rights and obligations of the parties shall cease and terminate, or (ii) enforce the terms of this Contract by appropriate legal action, including an action for specific performance, in which case Purchaser shall be responsible for all costs and expenses incurred by Seller associated with such action, including Seller's attorneys' fees, if Seller prevails in the legal action.
- C.** In the event of legal action between Purchaser and Seller pursuant to this Contract, the prevailing party shall be entitled to recover reasonable and documented attorneys' fees and costs from the non-prevailing party.

XI. SELLER'S REPRESENTATIONS AND WARRANTIES.

- A.** Purchaser acknowledges that it is purchasing the Property in an "**AS IS, WHERE IS PHYSICAL CONDITION**" as of the Effective Date and not on the basis of any representations or warranties made by Seller (or anyone claiming to act on Seller's behalf) either expressed or implied other than as set forth or provided for herein. Seller represents and warrants as follows:

 - i.** To the best of Seller's actual knowledge and belief, Seller has not received from any agency or municipal notice of, nor does the Seller have any actual knowledge (without independent investigation) of any condition of the Property which violates any environmental, business, or building code or other governmental rules, regulations or guidelines to which the Property is or may be subject.
 - ii.** To the best of Seller's actual knowledge and belief, there are no pending lawsuits, proceedings, judgments, liens or executions against or affecting the Seller that would or could affect title to the Property, nor has Seller received notice of any dispute with third-parties concerning the location of the boundary lines of the Property.

- iii. No other options, rights-of-first refusal, or contracts have been granted or entered into by Seller which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.
- iv. Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and that all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations under this Contract has been or on the Closing Date will have been taken. Seller has not entered into any currently-effective agreement concerning the Property which would survive Closing, except for those provisions in this Agreement that survive Closing.
- v. During the term of the Contract unless approved by Purchaser, Seller shall refrain from (a) creating or incurring, or suffering to exist, any new mortgage, lien, pledge, or other encumbrance upon the Property; (b) changing the land use or zoning designation of the Property without the express written consent of the Purchaser; or (c) committing any waste or nuisance upon the Property.

B. Seller represents and warrants that it has no actual knowledge of any violations of any applicable environmental laws relating to the Property. Seller further represents and warrants that it has no actual knowledge of the presence of disposal, except as in accordance with applicable law, on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the U.S. Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to *Section 307 of the Clean Water Act of 1977* (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to *Section 1004 of the Resource Conservation and Recovery Act of 1976* (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to *Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980* (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts. Further, Seller has no actual knowledge of any latent defects affecting the Property including but not limited to any mine shafts, sinkholes, burial grounds or archeological deposits, or other such conditions adversely affecting the Property. Purchaser acknowledges that Seller has made no and shall not be required to make any independent investigation with respect to the foregoing.

XII. NOTICES. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed to have been given when delivered pursuant to a method set forth in Section XII.C. below to the addresses set forth below or such other addresses as are specified by written notice delivered in accordance herewith:

Purchaser: CENTRAL ELECTRIC POWER COOPERATIVE, INC.

Seller's Initials: _____

Purchaser's Initials: _____

Attn: Robert C. Hochstetler, President & CEO
20 Cooperative Way
Columbia, SC 29210
Email: rhochstetler@cepci.org

With a copy to: The Tiencken Law Firm, LLC
Attn: Alexander G. Hall
234 Seven Farms Drive, Suite 114
Daniel Island, SC 29492
Email: ahall@tienckenlaw.com

Seller: COUNTY OF GEORGETOWN, SOUTH CAROLINA
Attn: Sel Hemingway, County Administrator
716 Prince Street
Georgetown, SC 29440
Email: olewis@gtcounty.org

With a copy to: Wesley P. Bryant, County Attorney
716 Prince Street
Georgetown, SC 29440
Email: wbryant@gtcounty.org

XIII. MISCELLANEOUS.

- A. This Contract and all terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- B. The captions employed in this Contract are for convenience only and are not intended to in any way limit or amplify the terms and provisions hereof.
- C. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service, or (iv) sent electronically by electronic mail and addressed to each party at the applicable address set forth beside the signature of each party or elsewhere herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on a date of hand delivery, on the day following deposit in the United States mail, on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the day sent by electronically.
- D. Pending consummation of the sale as herein provided, Seller shall not impose any easements, covenants, conditions, restrictions or other encumbrances upon the Property or any part thereof without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

- E.** This Contract constitutes the entire agreement between the parties and no changes shall be effective unless in writing signed by the Seller and Purchaser.
- F.** All terms and conditions of this Contract which by their nature and effect if required to be observed, kept or performed after Closing shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- G.** Time is of the essence hereunder. However, if the transaction cannot be closed within the stipulated time limits set forth herein, the Purchaser shall have the option to extend this Contract for one additional period of thirty (30) days upon written notice to Seller and the deposit of an additional, nonrefundable Five Thousand and No/100 Dollars (\$5,000.00) deposit with the Escrow Agent (which shall be held as Earnest Money and applied accordingly as set forth in this Contract).
- H.** Without the prior written consent of Seller, which shall not be unreasonably withheld, Purchaser may not assign its rights and obligations in part or in whole hereunder to any affiliated entity or any other entity.
- I.** The invalidity or unenforceability of a particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- J.** If the time period by which any right, option or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- K.** Seller shall bear all risk of loss until the Closing and the delivery of the deed to Purchaser. In the event that prior to the Closing the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof. Purchaser shall have the option to terminate the Contract within ten (10) business days from the receipt of such notice if such loss would prevent the Purchaser from using the Property for Purchaser's intended purposes, whereupon all rights and obligations of the parties shall cease and terminate and the Earnest Money will be refunded to Purchaser.
- L.** Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, timeframe, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, timeframe, condition or covenant under this Contract.
- M.** During the Inspection Period, Seller shall provide Purchaser with all documentation required to close the purchase of the Property on the closing date including, but not limited to, any leases, rent rolls, timber deeds, any existing title insurance policy. At least seven (7) days prior to Closing, Seller shall provide Purchaser's attorney with forms of closing documentation such as a South Carolina Seller's Withholding Affidavit, a Certificate of Tax Compliance or affidavit that such certificate is non-applicable, 1099-S (if applicable), appropriate corporate

N. The laws of the State of South Carolina shall govern the validity, enforcement and interpretation of this Contract.

O. The submission of this Contract to either party by the other for examination or consideration does not constitute an offer to purchase or sell the Property, and this Contract shall become effective, if at all, only upon the full execution thereof by Purchaser and Seller.

P. This Contract may be executed by the parties in multiple counterparts with each counterpart constituting an original document. Any signatures delivered by a party either by facsimile, email, or other electronic transmission or digital format (including but not limited to an Adobe file format or PDF) will be deemed to be original signatures under the Contract. All such counterparts and originals when taken together will constitute the entire original Contract.

Q. The Buyer agrees to allow the seller a First Right of Refusal should the Buyer ever sell the subject property. This provision shall outlined in the General Warranty Deed from the Seller to the Buyer and shall permit the Seller the first opportunity to purchase the subject property at its agreed upon Fair Market Value from the Buyer. This provision shall run with the land as long as the Buyer, its assigns and successors, own the subject property. The Seller shall have 90 days (an adequate amount of time to seek approval from the Georgetown County Council) in which to conduct its due diligence and provide the Buyer, its assigns and successors, with notice of its intent to purchase or not, after the Buyer provides written notification to the Seller of its intent to sell the subject property.

Page 9 of 13

The foregoing agreement was acknowledged before me this ____ day of _____, 2018 by Robert C. Hochstetler, President & Chief Executive Officer of CENTRAL ELECTRIC POWER COOPERATIVE, INC., a South Carolina not-for-profit electric cooperative, on behalf of the corporation.

_____(Seal)

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT A
ILLUSTRATIVE MAP OF PROPERTY

Seller's Initials: _____

Purchaser's Initials: _____

EXHIBIT B
Escrow Provisions

Escrow Agent agrees to hold, keep and deliver the Earnest Money and all other sums delivered to Escrow Agent in accordance with the terms and provisions of this Agreement.

Escrow Agent shall be liable only to hold said sums and deliver the same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement, Escrow Agent is acting in the capacity as a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall have been caused by the gross negligence or willful malfeasance of Escrow Agent.

In the event of any disagreement between Purchaser and Seller resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing Escrow Agent shall make no delivery or other disposition of any of the monies then held by it under the terms of this Agreement, and in so doing Escrow Agent shall not become liable to anyone for such refusal; and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction of the monies involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement between Seller and Purchaser, and Escrow Agent shall have a period not exceeding three (3) business days after receipt by Escrow Agent of any notice or request to perform any act or disburse any portion of the monies held by Escrow Agent under the terms of this Agreement.

Further, Escrow Agent shall have the right at all times to pay all sums held by it (x) to the appropriate party under the terms hereof, provided no dispute exists between the parties hereto, or (y) into any court of competent jurisdiction after a dispute between or among the parties has arisen, whereupon Escrow Agent's obligations hereunder shall terminate.

Seller and Purchaser jointly and severally agree to reimburse Escrow Agent from any and all costs, damages and expenses, including reasonable attorney's fees, that Escrow Agent may incur in its compliance of and in good faith with the terms of this Agreement; provided, however, that this reimbursement shall not extend to any acts of gross negligence or willful malfeasance on the part of the Escrow Agent.

In the event of the termination of this Agreement and the entitlement to Purchaser of the return of the Earnest Money as provided herein, then upon the request by Purchaser or the Escrow Agent, Seller will promptly execute a consent or provide other approval to the such release and return by the Escrow Agent of the Earnest Money to Purchaser.

Item Number: 10.c
Meeting Date: 12/11/2018
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 2018-39 - AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 108 NORTH MORGAN AVENUE IN THE TOWN OF ANDREWS TO KAREN HOGAN (ODYSSEY KIDS CLUB).

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County Council has previously and continuously leased the subject property located at 108 N. Morgan Avenue in the Town of Andrews to Karen Hogan since Georgetown County purchased the property in 2010. Georgetown County Council has determined that a lease with Karen Hogan to operate a child day care facility is an appropriate use for the property.

Georgetown County Council and Karen Hogan are both desirous of entering into a new one year lease agreement with the term of 12 months to commence on November 1, 2018.

OPTIONS:

1. Adopt Ordinance No. 2018-39 to authorize the lease of property.
2. Do not adopt Ordinance No. 2018-39.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 2018-39, an ordinance to authorize the lease of property located at 108 N. Morgan Avenue in the Town of Andrews to Karen Hogan (Odyssey Kids Club).

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2018-39 Authorizing the Lease of Property located in the Town of Andrews	Ordinance
▣ Property Lease Agreement - 108 N Morgan Ave	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-39

**AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 108 NORTH MORGAN AVENUE
IN THE TOWN OF ANDREWS TO KAREN HOGAN (ODYSSEY KIDS CLUB).**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County Council has previously and continuously leased the subject property to Karen Hogan since the County purchased the property in 2010; and

WHEREAS, Georgetown County Council has determined that a lease with Karen Hogan to operate a child day care facility is an appropriate use for the property; and

WHEREAS, the Georgetown County Council and Karen Hogan are both desirous of entering into a new one year lease agreement.

NOW, THEREFORE, IT IS RESOLVED AND ORDAINED AS FOLLOWS:

Any other previous lease agreements and Ordinances involving the subject property and Karen Hogan are repealed in their entirety, null and void.

Further, Georgetown County Council has determined that the lease agreement, attached herewith, whereby the County is the Lessor and Karen Hogan is the Lessee shall be approved for the building and parcel located at 108 North Morgan Avenue, Town of Andrews, Georgetown County, South Carolina for a term of 12 months to commence on November 1, 2018 and ratified by 3rd reading approval and a public hearing of this Ordinance.

Should a court of competent jurisdiction declare any word, phrase, clause or provision of this ordinance invalid or unconstitutional, 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 ___th DAY OF DECEMBER, 2018.

Johnny Morant, Chairman
Georgetown County Council

(Seal)

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2018-39, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2018

Second Reading: _____, 2018

Third Reading: _____, 2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

LEASE AGREEMENT
(Town of Andrews – North Morgan Ave)

WHEREAS, Georgetown County is the owner of that certain property, currently known as the Odyssey Kids Club, 108 North Morgan Avenue, Andrews, Georgetown County, South Carolina; and

WHEREAS, Karen Hogan, owner, desires a one year-term lease of the subject property for the purposes of conducting children day care services; and

WHEREAS, the Lessor is desirous of leasing the premises described herein to the Lessee for another period of 12 months in exchange for consideration herein described.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Lessor and Lessee do mutually agree as follows:

THIS PROPERTY LEASE AGREEMENT (“Agreement” or “Lease”) made and entered into this 1st day of November, 2018, by and between **KAREN HOGAN** (hereinafter referred to as Lessee) AND **GEORGETOWN COUNTY**, a body politic and organized under the laws of the State of South Carolina, (hereinafter referred to as Lessor), voids any other lease document previously entered however it shall not void any financial obligations currently owed and due from the Lessee to the Lessor.

1. Leased Property. The Lessor, in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by Lessee, hereby leases Lessee that certain property referred to as the Odyssey Kids Club at 108 North Morgan Avenue in the Town of Andrews, South Carolina and further identified as TMS No: 06-0004-122-00-00 (hereinafter referred to as the Property).

TO HAVE AND TO HOLD unto Lessee for the time and upon the terms as hereinafter set forth.

2. Representations of Lessor. The Lessor represents that it leases the Property and that the title to the Property is free from encumbrances. Lessor further represents that it has the right and authority to make this Agreement.

3. Term. The Term of this Agreement shall be FOR A PERIOD OF TWELVE MONTHS FROM THE DATE ENTERED INTO AS EVIDENCED ABOVE and no more and shall be terminated for any reason if both parties mutually agree in writing or if the Lessee fails to make a lease payment for more than 30 days after its due date.

4. Renewal Term. There shall be no option of a renewal term. However, both parties may, at their sole discretion, agree to a new lease agreement at the end of the term described herein.

5. Early Termination. Lessee shall have the right to terminate this Agreement at any time during the term hereof in the event Lessee's principal use of the Property becomes prohibited, is rendered practically unfunded and/or unprofitable, or the property is no longer needed. Lessor shall have the right to terminate this Agreement, with or without cause, upon 30 days of notice to the Lessee.

Nothing herein precludes the parties from mutually terminating this agreement early by an agreed upon written amendment to this document. If the Leased Property is subject to a Condemnation action by an entity other than the Lessor, or if a portion is condemned, then, if the Lessee so desires, the term of this Agreement shall automatically cease and terminate as of the date of such taking or condemnation.

6. End of Term. Upon expiration of the Initial Term or other termination of this Agreement as described in #5, Lessee shall immediately quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall immediately remove from the property all of its property, to include any improvements (unfixed) to the property prior to the expiration of the term or early termination date. Any permanent improvements shall become the property of the Lessor unless otherwise agreed to by the parties in a separate agreement. In the event 30 days of notice was given in compliance with #5 above, Lessee shall vacate the premises immediately at the end of the 30th day.

7. Holdover Occupancy. Holdover occupancy shall not be allowed unless agreed to by both parties and evidenced in writing, executed by both parties.

8. Rent, Back Rent and Lease Payments. Commencing on the date evidenced above, Lessee shall pay lessor Rent (as herein defined) at the address specified in Paragraph 28, or other such place as may be designated by Lessor. **The Rent shall be TWO HUNDRED FIFTY DOLLARS (250.00) a month** and said Rent shall be payable in advance on or before the first day of each month. Rent shall not be subject to deduction. Rent that is more than 30 days past due based on the first day of each month shall render the Lessee in default and cause the immediate termination of this agreement.

In addition to rent, **Back Rent in the amount of FIFTY DOLLARS (\$50.00) a month** shall be due and payable in advance on or before the first day of each month along with the monthly rent payment. Lessee acknowledges a severe delinquency in past due rent payments and agrees that the monthly \$50 payment will be logged each month as a reduction of that debt. Back Rent that is more than 30 days past due based on the first day of each month shall render the Lessee in default and cause the immediate termination of this agreement.

9. Security Deposit. A security deposit shall not be required for this agreement.

10. 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, in connection or resulting from or arising out of Lessee's use of occupancy of the Leased Property. Lessor shall timely pay all uniform fees and taxes, to include the Georgetown County Storm Water Fee if applicable, which may be assessed upon the Leased Property by all governing bodies with jurisdiction. The Lessee shall be

responsible for and shall timely pay any and all personal property taxes which may be assessed by all governing bodies with jurisdiction upon Lessee's personal property located upon the Leased Property. The Lessee shall not be responsible for real property taxes as no taxes are owed on this property.

11. Use of Leased Property. During the Term of this Agreement, and any renewal period thereof, Lessee shall occupy and use the Leased Property for the purpose of conducting a child day care program for children. The failure of Lessee to continuously use, occupy, operate or conduct its business within the Leased Property for a period of 30 days during the term of this Agreement shall constitute an event of default and abandonment hereunder. Upon abandonment, the Lessor shall automatically have the right to reoccupy the premises and this agreement shall automatically terminate without notice.

Lessee shall be allowed to install reasonable exterior signs and graphic materials on the exterior façade of the Leased Property and the contiguous real estate property being leased under this Agreement for advertisement and recognition so long as the signs conform to all applicable Sign and Zoning Ordinances for the Town of Andrews.

12. Covenant of Quite Enjoyment. The Lessee, upon the payment of Rent herein reserved and upon the performance of all other terms of this Agreement, shall at all times during the lease term, and during any extension term, peaceably and quietly enjoy the Leased Property without any disturbance from the Lessor or from any other person claiming through the Lessor.

13. Maintenance. Lessee shall keep the Property clean and free of all trash and debris at all times.

14. Repairs. Repairs that are needed due to the actions and use of the premises by the Lessee shall be the responsibility of the Lessee during the term of this Lease Agreement. Repairs needed due to Acts of God shall be the responsibility of the Lessor during the term of this Lease Agreement.

15. 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 without the express, written consent of the Lessor.

16. Right of Entry. Lessor shall have the right, upon adequate notice, to enter the real property for the purpose of inspecting or protecting such. This right includes, but is not limited to, safety checks in the time of natural disasters, other emergencies or for any other reason that may be determined by the Lessor.

18. Compliance with Governmental Orders, Regulations, Etc. The Lessee covenants and agrees to comply with all governmental rules, laws and ordinances during the term of its lease. Any failure to do so by the Lessee will result in a breach of this Agreement.

19. Insurance. Lessee agrees to maintain general liability insurance policy or policies. 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. Lessee agrees to maintain a policy with at least \$1,000,000.00 in coverage for a single individual, \$2,000,000.00 per occurrence and at

least \$50,000.00 for any loss of property. Lessee agrees to furnish Lessor, upon request, with a copy of certificates and binders evidencing the existence of the insurance required herein. 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. However, nothing herein shall preclude the Lessor from obtaining or maintaining its own property insurance during the term of this Lease Agreement. The Lessee agrees to name the County as an additional insured on its General Liability Policy.

20. 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 untenable by such damage.

21. Alterations and Improvements. The Lessee shall not make any major (defined as \$10,000 and above) alterations to the Leased Property without the Lessor's written consent, however, such consent shall not be unreasonably withheld. Lessee shall indemnify and hold harmless the Lessor against any mechanic's liens or materialmen's liens, lawsuits, or any other lien or action whereby money is being claimed as owed, arising out of the making of any alteration or improvements by Lessee to the Leased Property as herein provided.

22. Utilities. The Lessee shall be responsible for any utility charges during its occupancy under the terms of this lease.

23. Default. If Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceedings under any insolvency or bankruptcy act (or any amendment thereto hereafter made) seeking to effect a reorganization or a composition with Tenant's creditors, or if (in any proceeding based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee of the leased property, or if any proceeding shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of the law of if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, or if there shall be a default in the payment of the rental reserved hereunder for more than 30 days, or if there shall be a default in the performance of any other payment, covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than thirty (30) days, then Lessor may, at Lessor's sole option, terminate this Agreement.

24. DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT. LESSOR HEREBY DISCLAIMS AND LESSEE HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO 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 (INITIAL OR RENEWAL OR MONTH-TO-MONTH) OF THIS AGREEMENT. THE PARTIES DO AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE PREMISES.

THE LESSOR SHALL NOT HOLD THE LESSEE RESPONSIBLE FOR ANY LIABILITIES THAT ARISE AS A RESULT OF THE LESSOR'S FAILURE TO COMPLY WITH THE AGREEMENT HEREIN OR ANY OTHER LIABILITY THAT MAY OCCUR PURSUANT TO A DIRECT ACT OR OMISSION OF THE LESSOR, WHETHER IN CONTRACT OR TORT. THE LESSEE COVENANTS AND AGREES TO ACCEPT RESPONSIBILITY FOR ALL BODILY INJURY AND PROPERTY DAMAGE THAT OCCURS PURSUANT TO ACTS OF THE LESSEE.

25. Governing Law and Jurisdiction. 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 only after non-binding mediation is held by a neutral mediator agreed to by both parties. **This agreement is not subject to arbitration.**

26. 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 the Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

27. 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 other rights and remedies available to either party in law or equity.

28. 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 and shall be deemed to have been given at the time it is duly deposited and registered in any US Mail Post Office or Branch Post Office:

If to Lessor: Sel Hemingway, Administrator
Georgetown County
716 Prince Street
Georgetown, SC 29440

If to Lessee: Karen Hogan
Odyssey Kids Club
108 North Morgan Avenue
Andrews, SC 29510

With a copy to: Wesley P. Bryant, Esq.
Georgetown County Attorney
716 Prince Street
Georgetown, SC 29440

29. 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 thereof.

30. Successors Bound. This Agreement shall be binding on and shall inure to the benefit of its successors or legal representatives of the parties hereto unless the Lessor and Lessee otherwise enact a written agreement stating otherwise.

31. 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.

32. Gender and Singular. In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

33. Captions. The captions appearing in the beginning of each separate numbered section in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions contained herein.

34. Written Changes. This Agreement may not be changed orally, but only by agreement in writing and signed by both parties

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this the date and year first above written.

WITNESSES

LESSOR: GEORGETOWN COUNTY

BY: _____

ITS: **County Administrator**

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that Sel Hemingway personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

WITNESSES

LESSOR:
ODYSSEY KIDS CLUB

_____ **BY:** _____

_____ **ITS:** **Karen Hogan, Owner**

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

Item Number: 11.a
Meeting Date: 12/11/2018
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-40 - An amendment to the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant

A request from Dan Stacy, as agent for Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant. The property is located at 1508 S. Waccamaw Drive in Murrells Inlet. TMS 41-0129-002-00-00. Case Number AMPD 9-18-21424.

Dan Stacy applied to amend the Marlin Quay PD as a major change to allow for redevelopment of the marina store and restaurant. The submittal included a new site plan as well as a request regarding the roof pitch for the proposed building.

CURRENT STATUS:

On February 27, 2018, County Council approved an ordinance amending the Marlin Quay Planned Development to allow for a redevelopment of the marina store/restaurant (Ordinance 2018-03). The ordinance allowed for 4,598 heated square feet for the new structure, 62 parking spaces for the site, a 45 foot height limit and a seating capacity of 110. Prior to Council action, the Zoning Board of Appeals also ruled twice on this issue after an appeal of Staff's decision to treat the issuance of a permit for the new structure as a minor change by the Gulfstream Café Inc. The ZBA ruled in favor of staff. The ZBA decision was appealed to Circuit Court and the County won the appeal.

The project has been in litigation since the Council approval. A court has ordered that the site plan approved in February 2018 by Council cannot be built. The applicant is required to build within the footprint of the building that was previously located on the site. The purpose of this new request is for a new structure (MQ3) to bring the site into compliance with the court order. The litigation primarily involves a parking easement located on Dr. Lawhon's property that is owned by the Gulstream Café.

POINTS TO CONSIDER:

1. The Marlin Quay PD is located on the west side of South Waccamaw Drive, south of Basin Drive in Garden City. The PD was approved in July of 1982 for condominiums, a restaurant and a marina. No setbacks were provided. The PD was amended numerous times to include additional uses and amendments to the original layout.
2. Prior to November of 2016 the Marlin Quay Marina Restaurant and Store were located on the property line between TMS 41-0129-002-00-00 which they own and TMS 41-0128-032-00-00 owned by the Marlin Quay Homeowners Association. The property owner had a long term lease for the section of their building on the condo association property. The owner inquired about demolishing the existing building in order to reconstruct a new building wholly on the owner's property. After significant negotiations with the condo HOA, their board agreed to allow the demolition. A demolition permit was issued on November 1, 2016. According to an email from the property owner's representative, the building contained a total of 4,603 square feet at that time. The current submittal (MQ3) is the third version of a plan to reconstruct this building.

3. The current request is for a building containing a restaurant and a marina store. The amount of heated square footage has not changed. The area for the restaurant has decreased slightly, the area for the marina has increased and the unheated storage area has decreased. The proposed heated square footage is less than the original 4,603 SF for the original building that was demolished. A comparison of the square footage amounts between this proposal (MQ3) and the previous proposal that was approved by Council in February 2018 (MQ2) are shown below:

	MQ2	MQ3	Change
• Total Restaurant HEATED	2641	2630	↓11 SF
• Total Restaurant UNHEATED	2994	2943	↓51 SF
• Total Marina/Retail HEATED	1955	1966	↑11 SF
• Total Marina/Retail UNHEATED	1004	1224	↑220 SF
• Total Storage UNHEATED	1794	1159	↓635 SF
Total HEATED	4,596	4,596	No change
Total UNHEATED	5,792	5,326	↓466 SF
Total HEATED & UNHEATED	10,388	9,922	↓466 SF

4. The parking layout for the site will not be changed. Like the previous plan for MQ2, the current plan shows three additional compact spaces to be located underneath the proposed building. The site contains a total of 62 spaces. This exceeds the Zoning Ordinance requirement of 51 spaces for the proposed building. The parking lot is also used by the Gulf Stream Café and the marina. These two uses are not included in the parking requirement of 51 spaces.

5. The amount of pervious/impervious space on the site will not be affected. The County's Stormwater Department did not require a review of the redevelopment based on the lack of increased impervious space.

6. Part of the Council approval from February 2018 included a condition that the building for MQ2 not exceed the seating capacity of the original building which according to the applicant was 110 seats. Plans from the applicant indicate that MQ3 will also not exceed 110 seats.

7. The PD was originally approved with a 60 foot height limit for condominiums and a 35 foot height limit for commercial uses. The property is located in a VE-16 flood zone. The previous building did not meet current flood requirements. Any new structure must be elevated to meet the County's flood ordinance requirements.

Since the applicant's last submittal for MQ2, the County's requirements for maximum height in a Planned Development have changed. Previously, the ordinance limited the height in a flood zone to 45 feet. This was in conflict with the current Article VIII Exceptions which allows for differing heights in a flood zone based on the BFE (base flood elevation). The PD ordinance has since been changed to state that "the height limits established elsewhere in the ordinance shall not be exceeded" (Section 619.4, Ordinance 2017-24).

Section 806 requires that structures in the Flood Zone V are allowed a maximum height of 35 feet as

measured from the BFE to the midpoint of the roof, plus an additional three feet to allow for the FEMA-required floor system. For this particular site, the total allowed height is 38 feet from the BFE or a total height of 47 feet based on the ground elevation of 7 feet. The proposed plan meets this requirement.

Section 806 also includes a statement that structures in a V zone that exceed 35 feet utilize a roof pitch not less than 4/12. The proposed building contains a flat roof in order to maximize the useable space between the BFE and the roof. The applicant has requested that this Planned Development not include the provision requiring a roof pitch of 4/12 or greater.

8. Staff recommended approval for this request for redevelopment of the site and an amended roof pitch based on the proposed replacement of an existing use/structure with one that complies with current flood ordinance requirements and the resolution of the issue of having a building located over a property line.

9. Staff noted to the PC the possibility that the owner and opposition may have differing interpretations of the previous court order and that the County could not be placed in a position to interpret such order. Any interpretation would have to come from the court.

10. The Planning Commission held a public hearing on this issue at their October 18, 2018 meeting. The owner of the Gulfstream Café and his attorney both spoke in opposition to the request citing multiple concerns including an incomplete application, the 45 day deadline, multiple applications within a 12 month period and parking issues for the site. A resident of the adjacent Marlin Quay condos also spoke against the request expressing concerns over increased noise, traffic and the proposed firewall that would block views from the condos.

11. The Commission voted 6 to 0 to approve the request as submitted including the 47 foot height with a flat roof. This includes the previously approved seating limit of 110 seats. This provision will supersede any maximum seating limits established by the building and fire codes.

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 2018-40 - An amendment to the Marlin Quay Planned Development to allow for the	

- ▣ Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant
- ▣ Marlin Quay attachments

Ordinance

Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-40

AN ORDINANCE TO AMEND THE MARLIN QUAY PLANNED DEVELOPMENT (PD) TO ALLOW FOR REDEVELOPMENT OF THE MARLIN QUAY/MARINA STORE/RESTAURANT

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE MARLIN QUAY PLANNED DEVELOPMENT (PD) BE AMENDED TO ALLOW FOR REDEVELOPMENT OF THE MARLIN QUAY/MARINA STORE/RESTAURANT AS SHOWN ON THE ATTACHED SITE PLAN NUMBERED "AS101" DATED 10/12/18 WITH THE FOLLOWING ELABORATIONS:

- Heated square feet for the new structure will not exceed 4,596 SF.
- 62 parking spaces will be provided including three compact spaces to be located underneath the new structure.
- The structure will not exceed a 47 foot height limit. The building may utilize a flat roof.
- The total seating capacity shall not exceed 110 persons.
- This ordinance supersedes and replaces Ordinance number 2018-03 regarding a previous amendment to Marlin Quay and the site plan it references.

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

_____(SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-40, 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: _____

OXNER & STACY, P.A.

ATTORNEYS AND COUNSELORS AT LAW
90 WALL STREET - UNIT B
PAWLEYS ISLAND, SC 29585
TELE: (843) 235-6747 • FAX: (843) 235-6650

ARRY A. OXNER
DANIEL W. STACY, JR.

GEORGETOWN OFFICE:
235 CHURCH STREET
POST OFFICE BOX 481
GEORGETOWN, SC 29442-0481
TELE: (843) 527-8020
FAX: (843) 485-4121

REPLY TO:
PAWLEYS ISLAND OFFICE

August 27, 2018

(Via Hand Delivery)

Georgetown County
Planning Commission
Post Office Box 421270
Georgetown, South Carolina 29442

RE: Application to Amend a Planned Development / Site Plan & Change of Building Configuration / Less than .5 Acres / Portion of TMS# 41-0128-032-61 and a Portion of 41-029-02-00 / Palmetto Industrial Development, LLC / O&S File Number 18-1598

To Whom It May Concern:

Enclosed please find our firm's check in the amount of \$262.50, representing the application fee for the above referenced matter. Also, please find the stamped envelopes to use to mail out the owner notification letters.

Please contact me at 843-235-6747, should you have any questions. With kind regards I am,

Very truly yours,



Rebecca S. Blakely
Legal Assistant for Daniel W. Stacy, Jr.



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: Marlin Quay

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 – Change of Building Configuration

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: 41-0128-032-61-00 (a portion) and 41-0129-02-00-00 (a portion)
(Include all affected parcels)

Street Address: 1508 South Waccamaw Drive

City / State / Zip Code: Garden City Beach, South Carolina 29576

fee - \$ 262.50

Lot / Block / Number: Tract 3, Marlin Quay

Existing Use: Marina Retail Store and Restaurant

Proposed Use: Marina Retail Store and Restaurant

Commercial Acreage: Less than .5 Acres

Residential Acreage: _____

Property Owner of Record:

Name: Palmetto Industrial Development, LLC

Address: 611 West Palmetto Street, Suite B

City/ State/ Zip Code: Florence, South Carolina 29501

Telephone/Fax: 843-235-6747 (Attorney for Owner)

E-Mail: marklawhon@gmail.com

Signature of Owner / Date: _____

Contact Information:

Name: Dr. Mark Lawhon

Address: 611 West Palmetto Street, Suite B, Florence South Carolina 29501

Phone / E-Mail: 843-235-6747 (Attorney for Owner) / marklawhon@gmail.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: Daniel W. Stacy, Jr., Esquire

Address: 90 Wall Street / Unit B

City / State / Zip Code: Pawleys Island, South Carolina 29585

Telephone/Fax: 843-235-6747 / 843-235-6650

E-Mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date:

Daniel W. Stacey

X

Signature of Owner /Date:

[Signature]

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 exist on other properties elsewhere 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: Per Separate litigation, a court has ordered that the site plan approved by Planning Commission and County Council cannot be built, and the applicant has to rebuild wholly within the footprint of the building that existed prior on this site. This change is to bring the site into compliance with said Court Order.

Reason for amendment request: Site plans attached to application, revised calculation to follow under separate cover.

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.*).

OXNER & STACY, P.A.

ATTORNEYS AND COUNSELORS AT LAW
90 WALL STREET - UNIT B
PAWLEYS ISLAND, SC 29585
TELE: (843) 235-6747 • FAX: (843) 235-6650

HARRY A. OXNER
DANIEL W. STACY, JR.

GEORGETOWN OFFICE:
235 CHURCH STREET
POST OFFICE BOX 481
GEORGETOWN, SC 29442-0481
TELE: (843) 527-8020
FAX: (843) 485-4121

REPLY TO:
PAWLEYS ISLAND OFFICE

October 12, 2018
VIA EMAIL & U.S. MAIL

Holly H. Richardson, AICP
Chief Planner
Georgetown County Planning and
Code Enforcement
129 Screven Street, Room 222
Georgetown, SC 29440

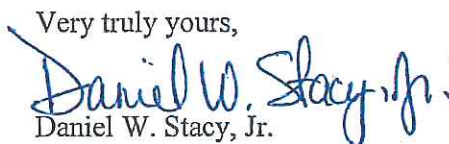
Re: Major change application for Marlin Quay PD
O.S. File #17-1739

Dear Holly:

I just wanted to follow up with our earlier conversation to confirm our earlier discussions that a request for adjustments to the height of the building are a component part of our application. As we discussed, the final plans have not yet been completed when we made our application, but I wanted to make sure you confirm this for your records and for your discussion among the staff in the Planning Commission. Also, thank you for confirming the receipt of our application on September 4, 2018, as I submitted it on August 27, 2018 per our cover letter.

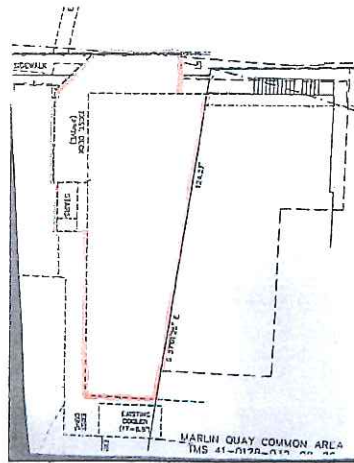
With kindest regards, I remain

Very truly yours,


Daniel W. Stacy, Jr.

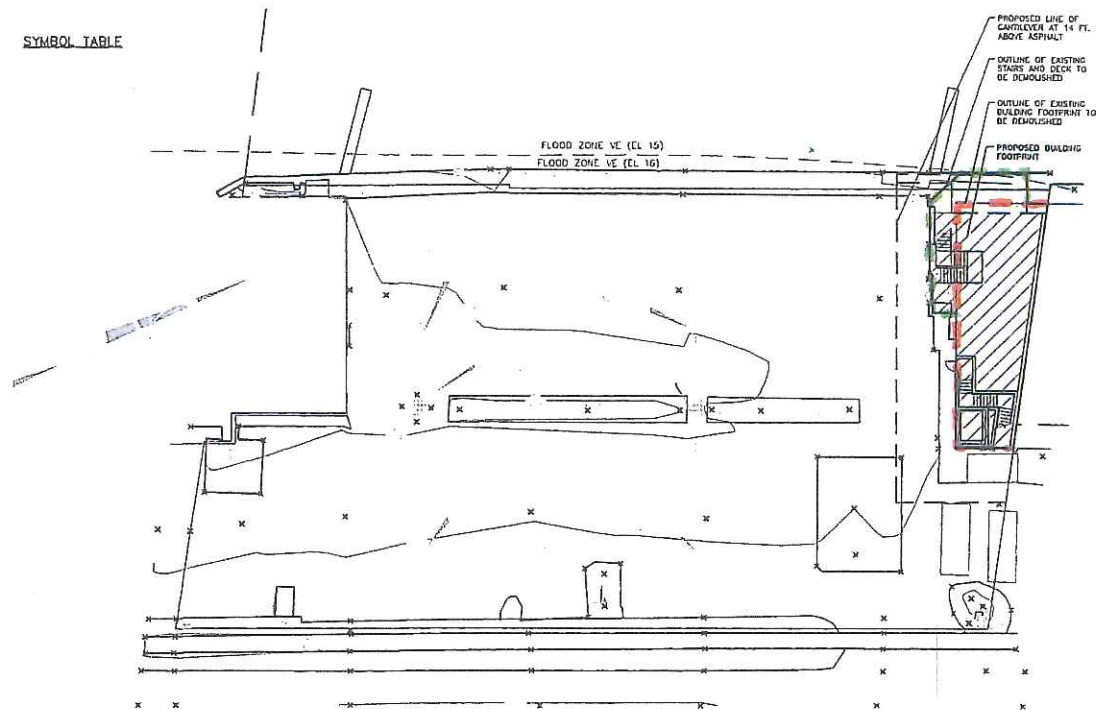
DWS/scp

cc: Mark Lawhon



G1 SITE INFORMATION PROVIDED BY OWNER

SYMBOL TABLE



G2 SITE PLAN

MARLIN QUAY
RESTAURANT
& STORE

DATE: 08/08/2018
DRAWN BY: J. B. BROWN

PROJECT: MARLIN QUAY RESTAURANT & STORE
SHEET: 1 OF 1

SCALE: 1/8" = 1'-0"



ETS
ENGINEERING & DESIGN

1110 S. GARDEN AVENUE, SUITE 100
DENV, CO 80202
TEL: 303.733.1111
WWW.ETS-ENGINEERING.COM

NOT FOR CONSTRUCTION

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SITE PLAN

A001

SIDEWALK

EXIST. DECK
(AROVE)

STAIRS

EXIST.
CONC.

EXISTING
COOLER
(FF=8.8')

EXIS

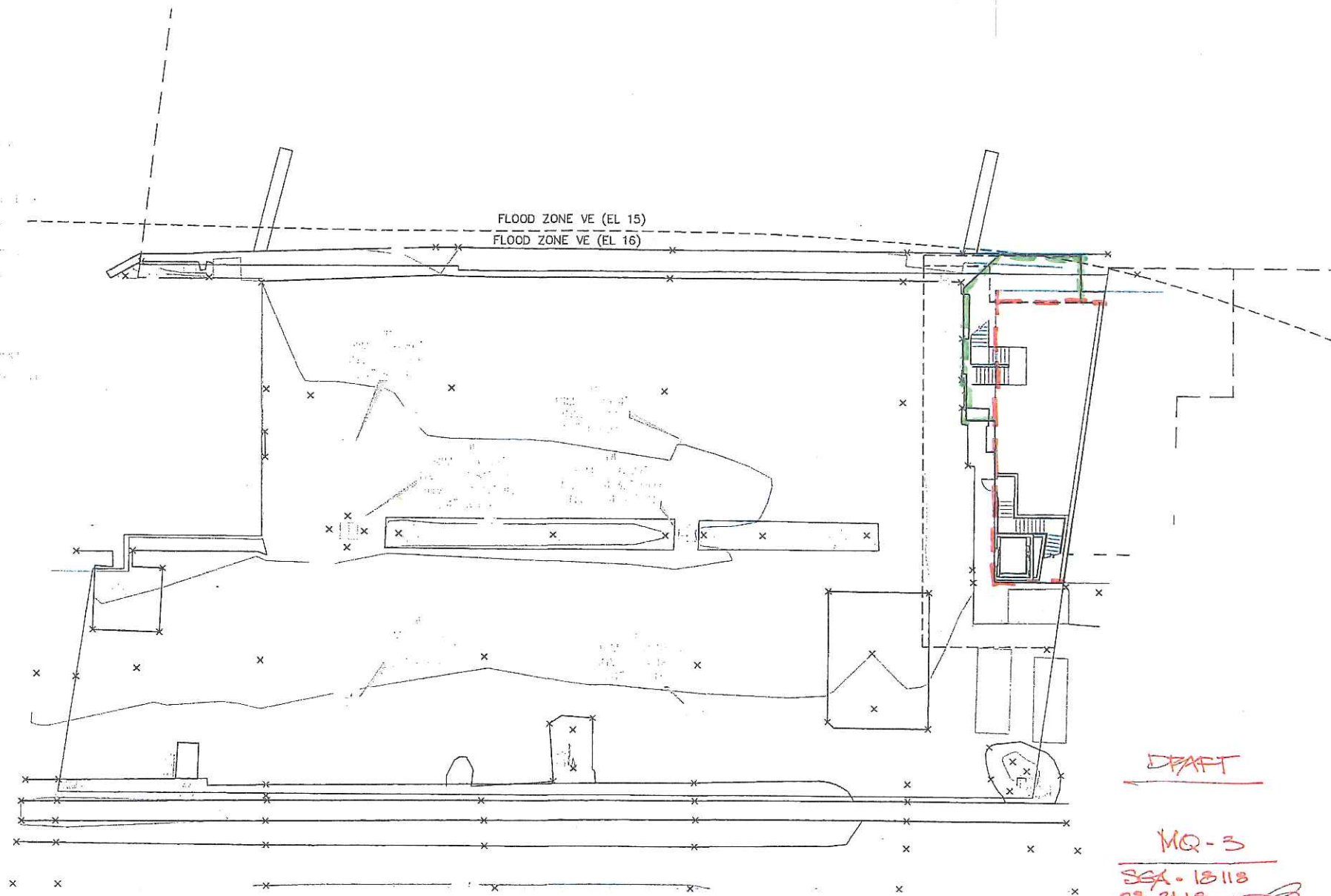
S 57°01'26" E

124.27'

MARLIN QUAY COMMON AREA
TMS 41-0128-032 00 00

SYMBOL TABLE

FLOOD ZONE VE (EL 15)
FLOOD ZONE VE (EL 16)



DRAFT

MQ-3

SEA-18118
03.21.18

Marlin Quay
Property Location
AMPD 9-18-21424

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Marlin Quay

— Lot Lines

— Railroads

◆ Landmarks

— 90' setback

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.



Marlin Quay
Property Zoning
AMPD 9-18-21424



Streets

● 2019 年 12 月 1 日起实施

Maintained by

 Cambridge

Phylogenetic

Document ID:

Math 101

Let's Learn

十一 五五五

 LA FINE DELLA PISTA

Zoning

DISTRICT

City of Georgetown

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 YES
 NO



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RE

2025.04.10

Figure 1

8

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70

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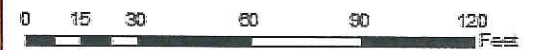








ଉପସ୍ଥାପନା: ଉପସ୍ଥାପନା



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.

Marlin Quay
Property FLU
AMPD 9-18-21424
Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Marlin Quay

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 FI

TRANSITIONAL

90' setback

Municipalities

0 15 30 60 90 120 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.



Marlin Quay
Property Aerial
AMPD 9-18-21424

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Marlin Quay

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Hi

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 15 30 60 90 120 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 Dan Stacy, as agent for Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant. The property is located at 1508 S. Waccamaw Drive in Murrells Inlet. TMS 41-0129-002-00-00. Case Number AMPD 9-18-21424.

The Planning Commission will be reviewing this request on **Thursday, October 18, 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

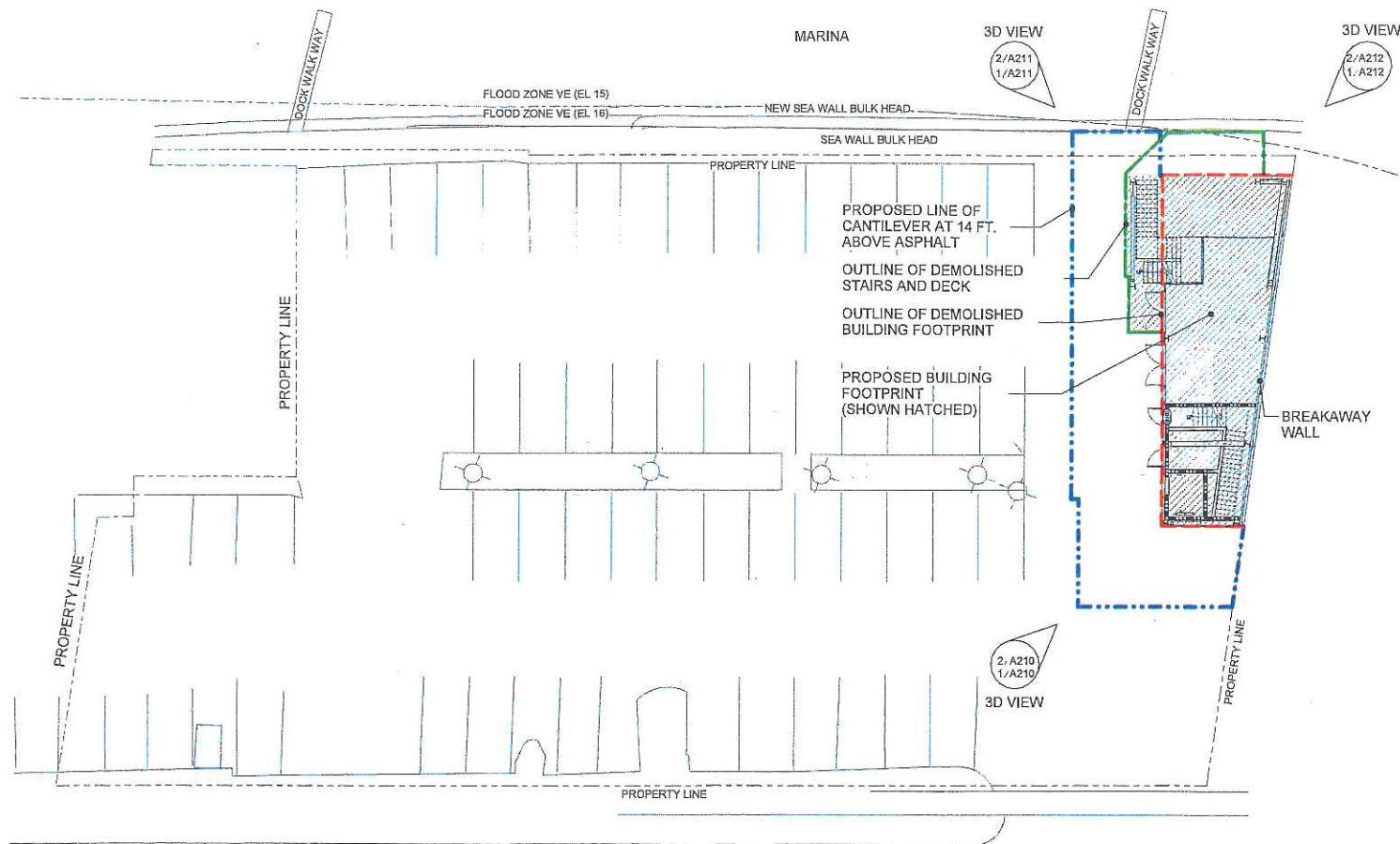
Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

1 SITE PLAN



MARL RESTA. & STORE

1001 S. Washington Dr.
Annapolis, MD 21403
Owner: PALMISTO RESTAURANT
DESIGNER: MARL RESTA. & STORE
1001 S. Washington Dr.
Annapolis, MD 21403

Architect of Record:



1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1234
www.sgaarchitect.com

City of Annapolis, Maryland

ETS

ENGINEERING & SURVEYING
1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1234
www.ets-engineering.com

City of Annapolis, Maryland

Chadwick Engineering



1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1234
www.chadwick-engineering.com

City of Annapolis, Maryland

Redevelopment Authority



1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1234
www.redevelopment-authority.com

City of Annapolis, Maryland

State of Maryland

Department of Transportation

1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1234
www.transportation.state.md.us

City of Annapolis, Maryland

State of Maryland

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1001 S. Washington Dr.
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Fax: 410.293.1234
www.transportation.state.md.us

City of Annapolis, Maryland

State of Maryland

Department of Transportation

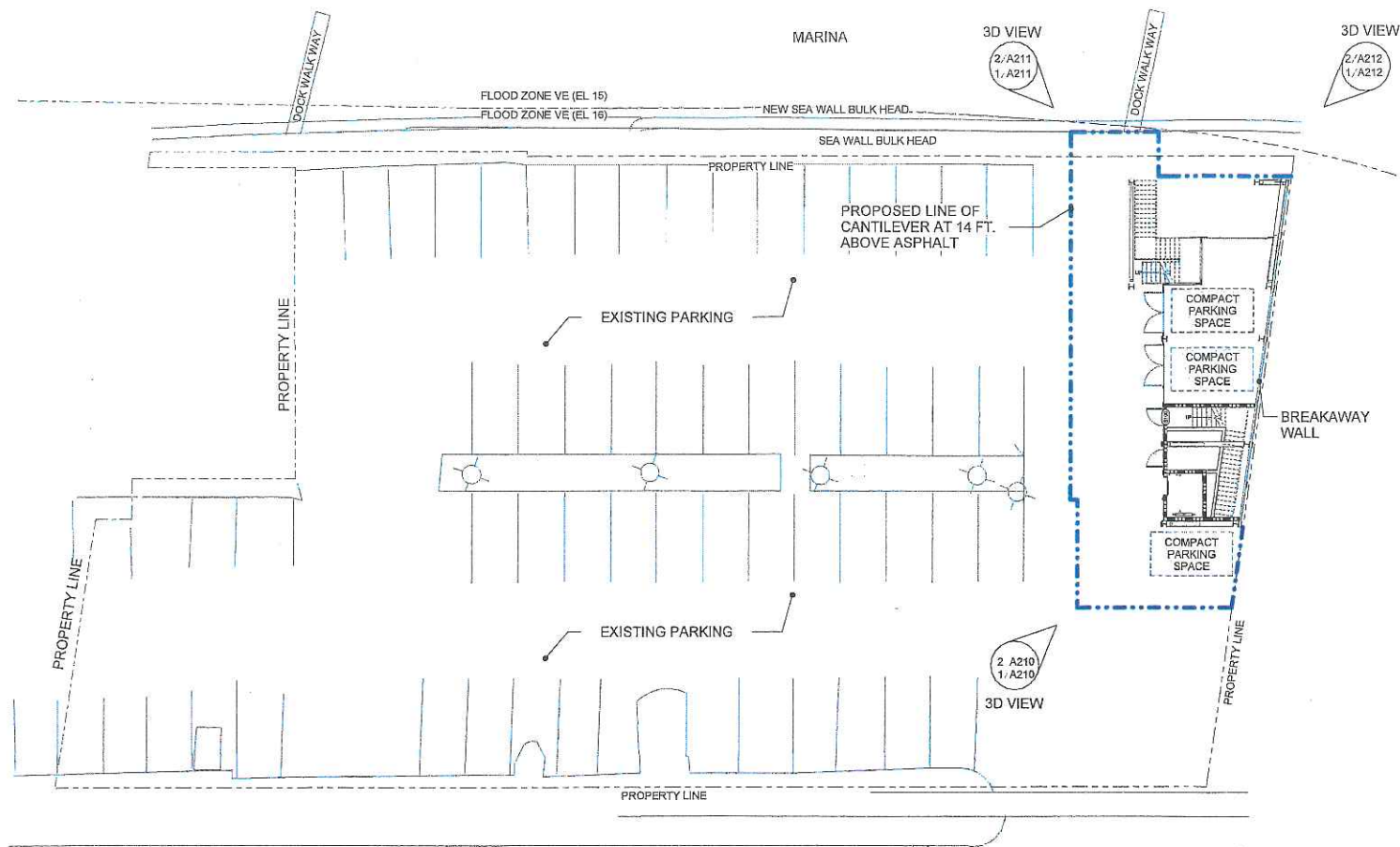
1001 S. Washington Dr.
Annapolis, MD 21403
Phone: 410.293.1234
Fax: 410.293.1234
www.transportation.state.md.us

City of Annapolis, Maryland

State of Maryland

Department of Transportation

1 SITE PLAN - PARKING



MARL RESTAURANT & STORE

1000 S. Wacker Drive
Baltimore, MD 21201
Owner: PALMETTO INDUSTRIAL DEVELOPMENT
1000 S. Wacker Drive
Baltimore, MD 21201

Architect of Record:



Charleston
1000 S. Wacker Drive, Suite 100
Baltimore, MD 21201
Phone: 410.528.1234
www.sgaarchitect.com

Civil/Structural Consultant:



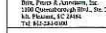
Charleston
1000 S. Wacker Drive, Suite 100
Baltimore, MD 21201
Phone: 410.528.1234
www.etsinc.com

MEP Consultant:

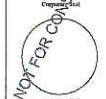


Charleston
1000 S. Wacker Drive, Suite 100
Baltimore, MD 21201
Phone: 410.528.1234
www.chalkboardeng.com

Structural:



Bethesda, MD
1000 Connecticut Avenue, Suite 200
Baltimore, MD 21201
Phone: 410.528.1234
www.risingpower.com



Not For Construction

DATE: 10/11/18
DRAWN BY: [Name]
CHECKED BY: [Name]

Scale: As Shown

1

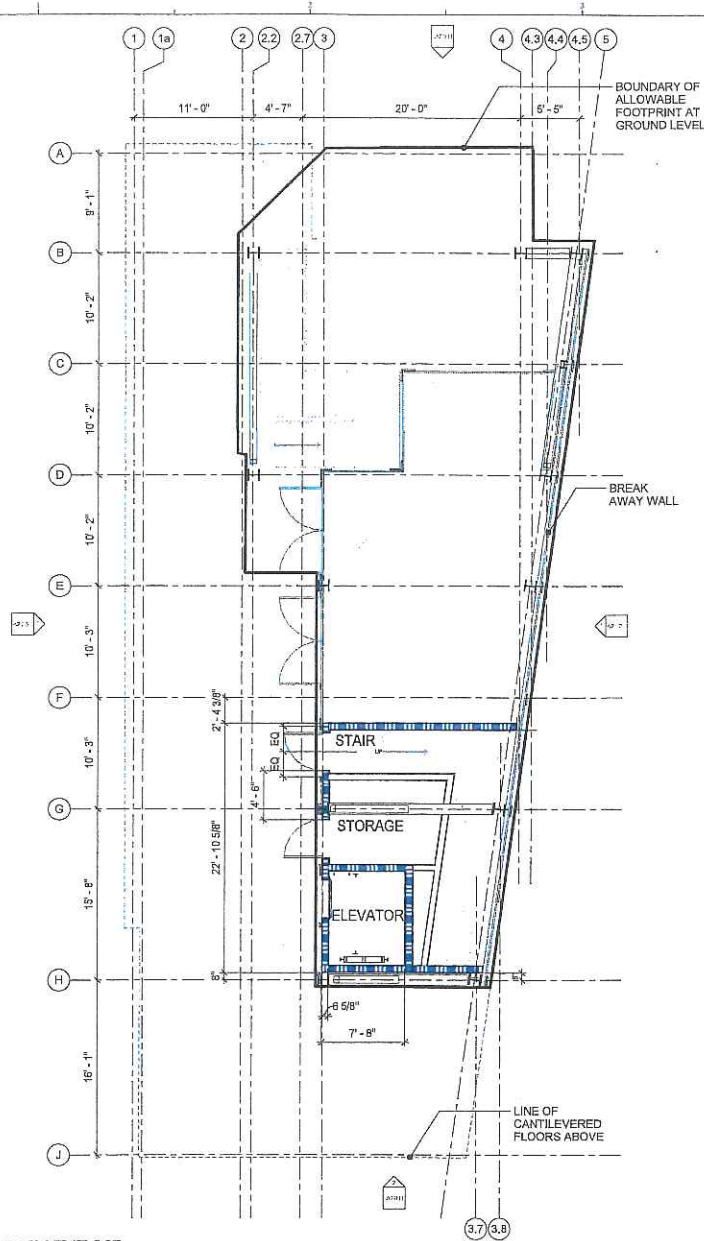
SITE PLAN - PARKING

AS102

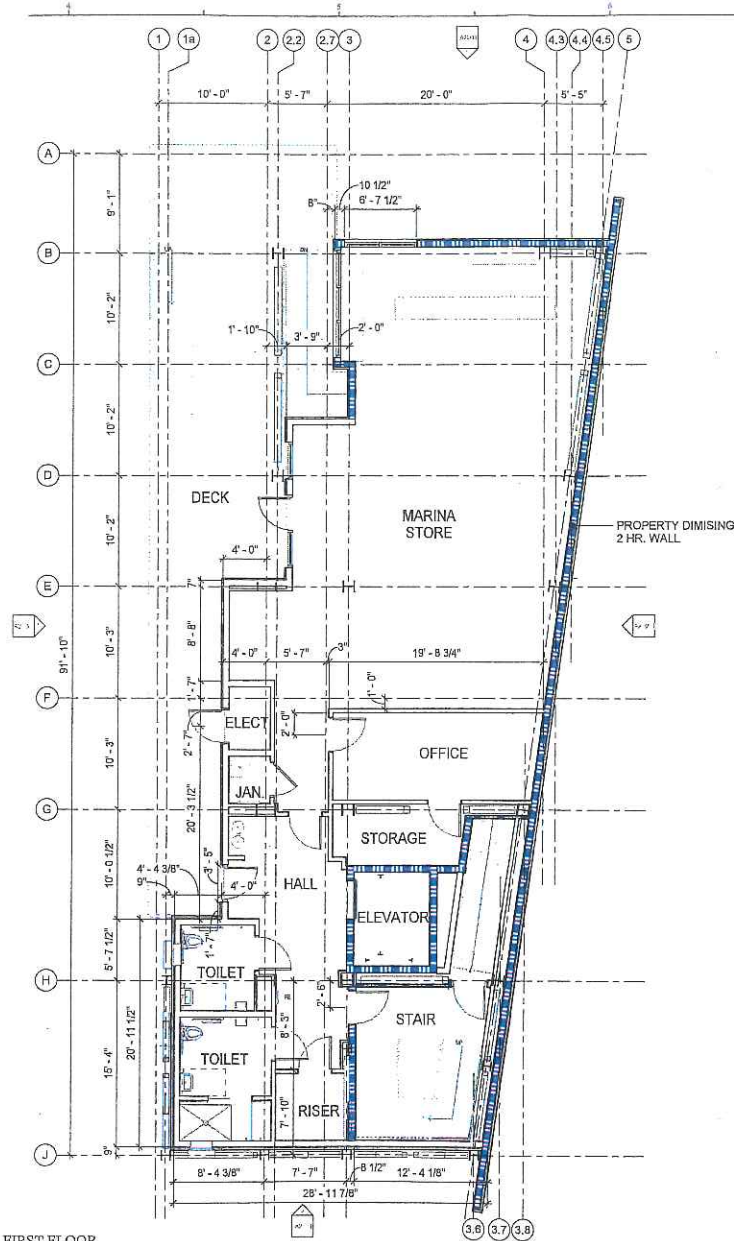
B:\02\Main\Draw\18111_MarinaBay-3_Corral_Announcement.dwg

10/22/2018 12:31:40 PM

1 GROUND FLOOR
1/8" = 1'-0"



2 FIRST FLOOR
1/8" = 1'-0"



MARLI RESTAURANT & STORE

1804 S. Wisconsin Dr.,
Woods Hole, MA 02543

DESIGN: PROSPECTOR INTERIOR
DEVELOPMENT
1804 S. Wisconsin Dr.,
Woods Hole, MA 02543

Architect of Record:



Christopher
400 Main Street, 2nd Fl.,
Dorchester, MA 01901
Phone: 617.267.1100
Fax: 617.267.1101

Environmental Consultant:
ETS
ENVIRONMENTAL & TECHNICAL
SERVICES, LLC
1000 Main Street, 2nd Fl.,
Dorchester, MA 01901
Phone: 617.267.1100
Fax: 617.267.1101

MEP Consultant:



Reviewed:
Chatham Engineering
124 Main Street, 2nd Fl.,
Dorchester, MA 01901
Phone: 617.267.1100
Fax: 617.267.1101

1004 S. Wisconsin Dr.,
Woods Hole, MA 02543
Tel: 508.245.1000

NOT FOR CONSTRUCTION

Self-Insured Retention

Insurance Policy Number

Insurance Policy Number

Insurance Policy Number

Insurance Policy Number

Insurance Policy Number

Insurance Policy Number

Insurance Policy Number

Insurance Policy Number

Insurance Policy Number

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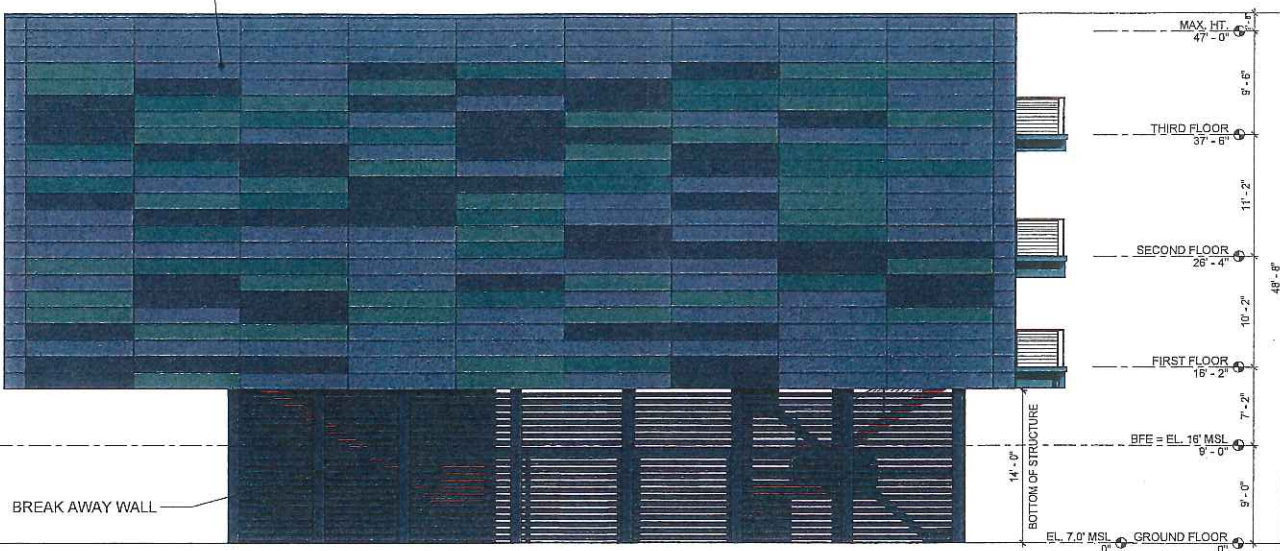
Insurance Policy Number

Insurance Policy Number

Insurance Policy Number

Insurance Policy Number

FIBER CEMENT
PANELS - NICHHA
ILLUMINATIONS -
AWP 3030



BREAK AWAY WALL

1 EAST ELEVATION
1/4" = 1'-0"

MARLI
RESTAURANT
& STORE

1800 S. Woodrow Ave.
Birmingham, AL 35207

Owner:
PALMER INDUSTRIAL
CORPORATION
1800 S. Woodrow Ave.
Birmingham, AL 35207

Architect of Record:

SGA
ARCHITECTURE

1700 North
1800 S. Woodrow Ave., Ste. 100
Birmingham, AL 35207
Phone: 205.333.1111
Fax: 205.333.1112

Client/Owner's Engineer:

ETS
ENGINEERING & SURVEILLANCE
1800 S. Woodrow Ave., Ste. 100
Birmingham, AL 35207
Phone: 205.333.1111
Fax: 205.333.1112

MEP Engineer:

Chastain Engineering
1800 S. Woodrow Ave., Ste. 100
Birmingham, AL 35207
Phone: 205.333.1111
Fax: 205.333.1112

Structural Engineer:

Reddy & Associates, Inc.
1100 Chastain Ave., Ste. 200
Birmingham, AL 35207
Phone: 205.333.1111
Fax: 205.333.1112

SEAL OF SOUTH CAROLINA
SEALED
DATE: 08/14/14
BY: [Signature]
CHARTERED ARCHITECT

NOT FOR CONSTRUCTION
Sealed and Signed

Project No. 14-0001

Scale: 1/4" = 1'-0"

Project: [Blank]

Sheet: [Blank]

Author: [Blank]

Checker: [Blank]

Project: [Blank]

Sheet: [Blank]

Author: [Blank]

Checker: [Blank]

Project: [Blank]

Sheet: [Blank]

Author: [Blank]

Checker: [Blank]

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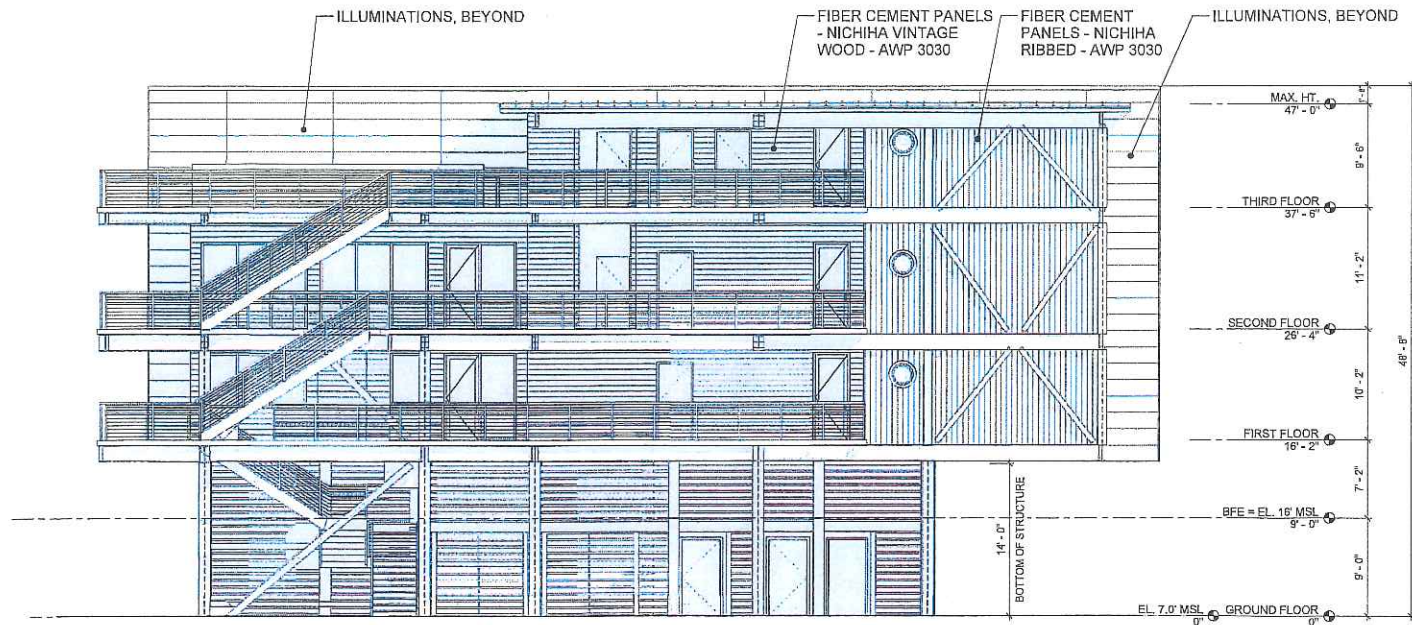
EAST ELEVATION

A202

19/02/2018 10:48:58 AM E:\M 360\Marlin Quay\1813_MarlinQuay_3_Cad\dwg_1813M460.dwg

19/02/2018 10:48:58 AM

1 WEST ELEVATION
1/4" = 1'-0"



MARLIN RESTAURANT & STORE

1881 S. Waterman Dr.
Pine Bluff, AR 71601

Owner:
PARKVIEW DEVELOPMENT
1881 S. Waterman Dr.
Pine Bluff, AR 71601

Architect (Firm):

SGA
ARCHITECTURE

Charleston
1881 S. Waterman Dr. Ste. 100
Pine Bluff, AR 71601
Phone: (501) 585-1111
www.sgaarchitecture.com

City/County Engineer:
ETS
ENGINEERING & TECHNICAL SERVICES
1881 S. Waterman Dr. Ste. 100
Pine Bluff, AR 71601
Phone: (501) 585-1111

City Engineer:

Charleston Engineering
1881 S. Waterman Dr. Ste. 100
Pine Bluff, AR 71601
Phone: (501) 585-1111

State:

Ark. Permit & Approval
1881 S. Waterman Dr. Ste. 100
Pine Bluff, AR 71601
Tel: 501-585-1111

STATE OF ARKANSAS
SGA
ARCHITECTURE, LLC
Charleston, AR
Professional Seal
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NOT FOR CONSTRUCTION

Professional Seal
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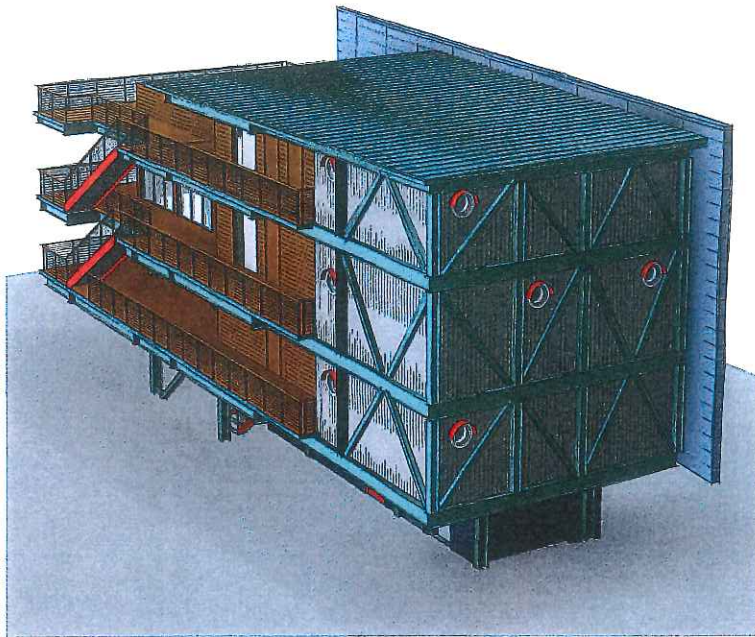
Job Number: 1813
Date: 10/12/17
Drawn by: J. Smith
Checked by: J. Smith
Reviewed by: J. Smith

Revised:

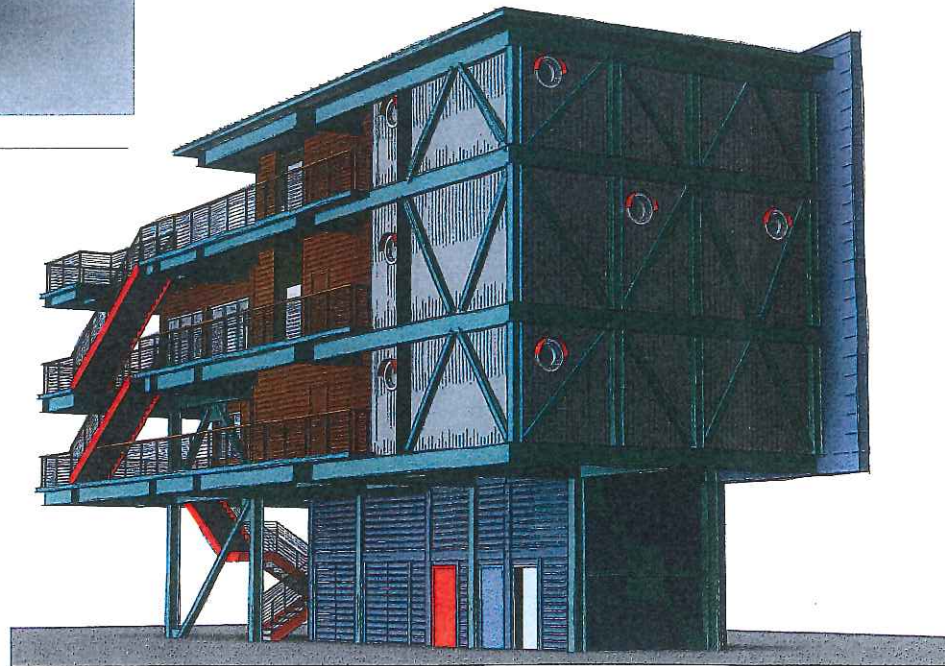
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WEST ELEVATION

A203



2 SW CORNER HIGH



1 SW CORNER LOW

MARL RESTAU.
& STORE

1000 S. Wacker Drive
Chicago, IL 60605

Owner:
PALMETTO ACQUISITION
1000 S. Wacker Drive
Chicago, IL 60605

Architect:



Chicago
1000 S. Wacker Drive
Chicago, IL 60605

On-Site/Permanent Occupancy:

ETS
1000 S. Wacker Drive
Chicago, IL 60605

Architect's Representative:



Chicago
1000 S. Wacker Drive
Chicago, IL 60605

Structural:



Chicago
1000 S. Wacker Drive
Chicago, IL 60605

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RENDERINGS

A210



2 NW CORNER HIGH



1 NW CORNER LOW

MARLI RESTAURANT & STORE

1008 S. WASHINGTON DR.
MARLBOROUGH, MA 01901

Owner:
PALMETTO INDUSTRIAL
DEVELOPMENT
1008 S. WASHINGTON DR.
MARLBOROUGH, MA 01901

Architect of Record:



Chairman
1008 S. WASHINGTON DR., 100
MARLBOROUGH, MA 01901
Phone: 508/454-1000
www.sgaarchitect.com

Chief Architect/Designer:



ETS
1008 S. WASHINGTON DR., 100
MARLBOROUGH, MA 01901
Phone: 508/454-1000
www.sgaarchitect.com

MEP Consultant:

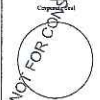


Chastain Engineering
1008 S. WASHINGTON DR., 100
MARLBOROUGH, MA 01901
Phone: 508/454-1000
www.sgaarchitect.com

Structural:



Tenn, Perry & Associates, Inc.
1008 S. WASHINGTON DR., 100
MARLBOROUGH, MA 01901
Phone: 508/454-1000
www.sgaarchitect.com



NOT FOR CONSTRUCTION

Seal of the State of South Carolina

Professional Engineer

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Seal of the State of South Carolina

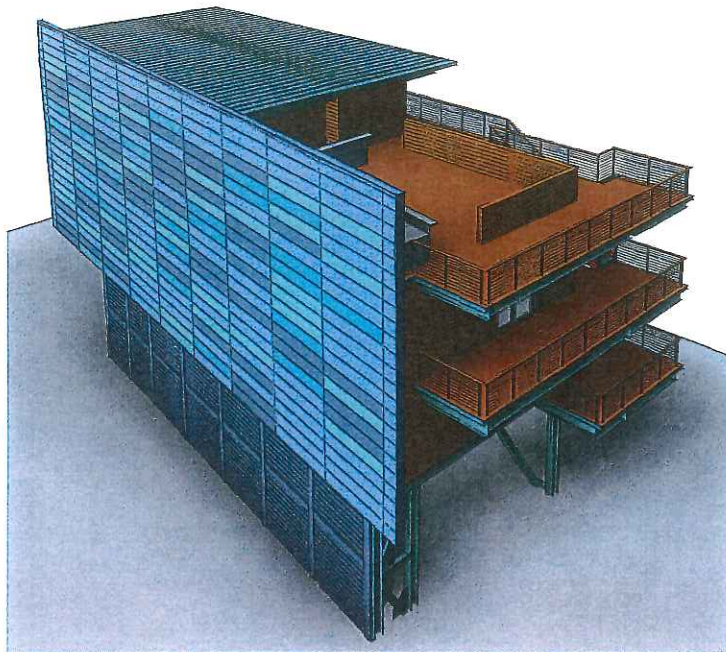
Professional Engineer

Seal of the State of South Carolina

Professional Engineer

RENDERINGS

A211



2 NE CORNER HIGH



1 NE CORNER LOW

MARLJI RESTAURANT & STORE

1000 S. Wakeham Dr.
Norfolk, VA 23502

Owner:
PALABRITO INDUSTRIAL
SOCIETY
1000 S. Wakeham Dr.
Norfolk, VA 23502

Architect selected:



Charlotte
4000 Sunset Dr. S.W.
Norfolk, VA 23502
Phone: 804.745.1100
www.sgaarchitect.com

Civil/Structural Consultant:



Charlotte Engineering
1000 S. Wakeham Dr.
Norfolk, VA 23502
Phone: 804.745.1100
www.etsconsulting.com

MEP Consultant:



Charlotte Engineering
1000 S. Wakeham Dr.
Norfolk, VA 23502
Phone: 804.745.1100
www.etsconsulting.com

Structural
Arch. Firm & Engineer, Inc.
1000 S. Wakeham Dr. S.W.
Norfolk, VA 23502
Tel: 804.745.1100



NOT FOR CONSTRUCTION

Seal of the State of Virginia
Professional Engineer
License No. 1000000000000000

Job Number: 10111
Date: 10/11/11
Drawn by: [Name]
Checked by: [Name]

Revised: [Date] [Description] [By]

RENDERINGS

A212

HOWELL V. BELLAMY, JR.
EDWARD B. BOWERS, JR.*
BRADLEY D. KING
M. EDWIN HINDS, JR.
DAVID J. GUNDLING**
DAVID B. MILLER+
C. WINFIELD JOHNSON, III
DOUGLAS M. ZAYICEK
MARTIN C. DAWSEY*
ROBERT S. SHELTON+
HOWELL V. BELLAMY, III

* LLM TAXATION
** LICENSED IN SC & NC
+ CERTIFIED MEDIATOR
++ CERTIFIED ARBITRATOR



THE BELLAMY LAW FIRM

OFFICES IN MYRTLE BEACH & PAWLEYS ISLAND

WWW.BELLAMYLAW.COM

ASHLEY P. MORRISON
GEORGE W. REDMAN, III* ** ++
BENJAMIN A. BAROODY* **
PHILLIP H. ALBERGOTTI* **
HAYES K. STANTON* **
KARA J. KEITH**
HOLLY M. LUSK
LAUREN BREARLEY BENTON
JON CRAIG HOWELL, JR.
JAMES C. SPEARS, III*

RETIRED:
JOHN K. RUTENBERG (1939-2012)
JOHN E. COPELAND
CLAUDE M. EPPS, JR.
DAVID R. GRAVELY
JILL F. GRIFFITH

1000 29TH AVENUE NORTH • P.O. BOX 357 • MYRTLE BEACH, SC 29578
TELEPHONE (843) 448-2400 • FACSIMILE (843) 448-3022

Writer's Direct Dial: 843-916-7160
Email: GRedman@BellamyLaw.com

October 18, 2018

Georgetown County Planning Commission
129 Screven Street
Georgetown, SC 29440

Georgetown County Council
716 Prince Street
Georgetown, SC 29440

Re: Constitutional Notice

Dear Sirs and Madams:

I understand the Georgetown County Planning Commission is scheduled to consider the request of Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store and Restaurant (the "PUD Amendment") on October 18, 2018. Please accept this letter in order to preserve the rights of my client The Gulfstream Café, Inc. ("Gulfstream") in connection with property they own at 1536 S. Waccamaw Drive, Murrells Inlet, SC 29576 located within the Marlin Quay Planned Development.

Approval of the PUD Amendment would be unconstitutional in that it would unreasonably impair and destroy Gulfstream's property and easement rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section III of the Constitution of the State of South Carolina of 1971, Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. Gulfstream has vested rights in the current PUD and Gulfstream's perpetual easement, and the approval of the PUD Amendment would deprive Gulfstream of these vested rights.

Approval of the PUD Amendment would also be unconstitutional, illegal, null and void, constituting a taking of Gulfstream's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section III, and Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States, by denying Gulfstream an economically viable use of its land while not substantially advancing legitimate state interests.

Approval of the PUD Amendment would constitute an unreasonable and extreme hardship upon Gulfstream, without remotely advancing the public health, safety and welfare and would constitute an arbitrary and capricious act by the Georgetown County Council without any rational basis therefor, constituting an abuse of discretion in violation of Article I, Section III of the Constitution of the State of South Carolina of 1971, Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

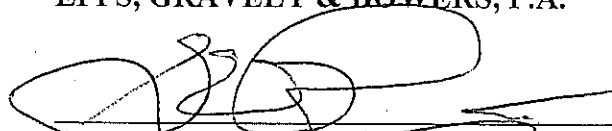
Approval of the PUD Amendment by the Georgetown County Council would also violate Gulfstream's rights under the First Amendment to the Constitution of the United States and would unconstitutionally discriminate, in an arbitrary, capricious and unreasonable manner, between Gulfstream, and owners of other similarly situated properties in Georgetown County in violation of Article I, Section III of the Constitution of the State of South Carolina of 1971 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

In addition, this letter constitutes Gulfstream's formal written notice to Georgetown County, pursuant to applicable law, that Gulfstream plans to seek and recover all damages that it sustains or suffers as a result of the approval of the PUD Amendment. Such damages may include, but are not necessarily limited to, damages related to diminution of value of Gulfstream's Property, attorneys' fees and expenses of litigation.

With kindest regards, we are

Yours truly,

**BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.**



George W. Redman, III

GWR:kel
cc: Client

Item Number: 15.a
Meeting Date: 12/11/2018
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDER CONSIDERATION:

Presentation of awards to winners of Georgetown County's 2018 holiday card art contest.

CURRENT STATUS:

First-place, second-place and third-place winners have been selected. The first-place artwork will be used on the front of the county's official 2018 holiday card, which will go out to all county employees and others throughout the county.

POINTS TO CONSIDER:

Georgetown County received hundreds of entries from students across the county in this year's holiday card art contest. Students in K-12 are invited to participate in the contest annually.

A panel of staff member judges selected 1st-place, 2nd-place and 3rd-place winners. The decision was exceptionally difficult this year as there were so many wonderful entries from talented young artists.

Winners of the 2018 contest are as follows:

- 1st place — Kaitlyn Munoz, 15, a sophomore at Georgetown High School. (Art teacher is Mr. Eppolito).
- 2nd place — Olivia Welsh, 17, a senior at Waccamaw High School. (Art teacher is Mr. Peterman)
- 3rd place — Emily Rivers Roberts, 11, a 6th-grader at Waccamaw Intermediate School. (Art teacher is Ms. Weaver).

Council Vice Chairman Austin Beard will make a presentation to the winning students.

Georgetown County will display all card contest entries at the Georgetown Library throughout the month of December.

FINANCIAL IMPACT:

N/A

OPTIONS:

This information is presented for information only.

STAFF RECOMMENDATIONS:

No action is required by Council.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ First Place -- Kaitlyn Munoz	Cover Memo
▣ 2nd Place -- Olivia Welsh	Cover Memo
▣ 3rd Place -- Emily Rivers Roberts	Cover Memo



Happy
Holidays



HO, HO, HO
OH NO!



Item Number: 15.b
Meeting Date: 12/11/2018
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDER CONSIDERATION:

Presentation of Heather Pelham as Employee of the Quarter for the third quarter of 2018.

CURRENT STATUS:

Heather Pelham, a public services librarian with the Georgetown County Library System, has been named Georgetown County's Employee of the Quarter for the third quarter of 2018. She has been employed with the county for nearly eight years.

POINTS TO CONSIDER:

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

Over the course of nearly eight years, Heather has carved a niche for herself at the library and in the community, heading a number of projects that have garnered wide recognition. Among her job duties are: oral history video production, digital arts instruction for teens and adults, the library's social media and website management, public relations activities for the library, and special projects related to digital video production. She also served as Hurricane Project Manager in 2009, a temporary position funded by an ICMA grant.

In the third quarter, Heather added several new duties to her job description when she agreed to assist on the Public Information Officer's desk at the County Emergency Operations Center during its activation for Hurricane Florence and related flooding. The EOC was activated for 29 consecutive days, and Heather was there for many of those, working 12 hour shifts. Her primary role during this time was answering questions from the public via the county's social media accounts, as well as taking photos to document what was happening in the community. Public Information Officer Jackie Broach said Heather's assistance during this time was invaluable. She fielded thousands of comments and questions during a very tense period.

Library Director Dwight McInvaill said Heather's work and dedication to her job are always impressive.

Among her other accomplishments during the third quarter of this year, Heather completed a significant grant-funded prison library project in September. This project re-established a library for the general population at the county's Detention Center and provided a portable laptop training lab for detention center staff, along with a professional book collection. It also furnished technology, books and DVDs to a new vocational training center for a select group of inmates in the Sheriff's Office Re-entry program. She also wrote, videotaped and presented a nomination package on the Re-entry program, which earned an Honorable Mention for the J. Mitchell Graham Award from the SC Association of Counties in August.

Additionally, Heather produced the framework for a library website upgrade, and completed a documentary entitled "The Lebanese Legacy of Georgetown County."

Her past local video documentary productions include:

- "Out of the Ricefields"
- "Hugo: The Hurricane"
- "Miss Ruby Forsythe's Legacy"
- "When Kings Became Slaves"
- And many others, including pieces on World War II, the Great Depression, Gullah artists and other historical and cultural topics. These videos are available on the Library's YouTube channel.

Heather also serves on the county's Morale Committee. Outside work, she enjoys baking, is a YMCA volunteer and serves as Clerk of Session at First Presbyterian Church. She and her husband Jeff live in Georgetown and have three children.

FINANCIAL IMPACT:

N/A

OPTIONS:

Report is provided for information only and requires no action by Council.

STAFF RECOMMENDATIONS:

Report is provided for information only and requires no action by Council.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description		Type
□ Nomination Form		Cover Memo



EMPLOYEE OF THE QUARTER NOMINATION FORM

Employee's name: Heather Pelham

Job title: Public Services Librarian

Department/Division: Department 510/Georgetown County Library

Number of years employed with county: 7.5 years

List all positions held within county: Hurricane Project Manager (ICMA Grant-funded Position, 2009) and Public Services Librarian (2011-present)

What does this employee's current job description entail?

- Oral history video production
- Digital arts instruction to teens and adults
- Social media and website management
- Special projects related to digital video production
- Public Relations activities
- Other related duties

On an attached sheet and using specific examples, please explain why this employee should be named Employee of the Quarter.

Heather Pelham
An Obvious Choice for Employee of the Quarter
October 2018

Achievements of the Past Quarter

- Completed in September 2018 a large prison library project funded by \$25,000 in LSTA Grant funds:
 - Resulted in the re-establishment of a library for the general population at the detention center;
 - Provided a portable laptop training lab for detention center staff along with a professional book collection;
 - Furnished technology, books, and DVDs to a new training center for vocational education of a select group of inmates in the detention center's re-entry program for state prisoners
- Wrote, videotaped, and presented a J. Mitchell Graham Award Application for Georgetown County which resulted in an Honorable Mention at the SCAC Conference in August 2018
- Produced the framework for a new website upgrade for Georgetown County Library System
- Substantially completed a documentary entitled "The Lebanese Legacy of Georgetown County"
- Worked as a key Public Information Officer in the Emergency Operations Center during both Hurricane Florence and the subsequent flood of September 2018
- Continued to serve as a member of the Georgetown County Morale Committee

Past Library System Achievements

- Producer of Such Local Documentaries as "Women of Georgetown County," "Men of Georgetown County," "Out of the Rice Fields," "Hugo: The Hurricane," "Miss Ruby Forsythe's Legacy," "When Kings Became Slaves," and more on World War II, the Great Depression, Gullah Artists, and other historical and cultural topics: See hundreds of her videos – *viewed already by 136,101 persons* – at <https://www.youtube.com/user/GeorgetownCountyLibr>
- Administrator of Grants from 2009-2017 Totaling over \$200,000:
 - Hurricane Project: Involved coordinating innovative activities of the Emergency Operations Center and the Georgetown County Library: resulted in a Library Innovation Award from the International City County Management Association
 - Small Business Center Grant: Established the small business center at the Georgetown Library
 - Bunnelle Grant for the Common Good: Addressed root causes of poverty
 - Financial Industry Regulation Authority (FINRA) Grants: Directed two separate projects to educate citizens about proper money management

Past Work for Other County Departments

- Video for Midway Fire
- Video for Environmental Services at Landfill
- Video for Parks and Recreation on a new landing
- Video for County Fire
- Videos for the BASS Tournament

Other

- YMCA Volunteer
- Clerk of Session at the First Presbyterian Church
- Mother of three delightful children
- Baker of cookies for the entire community
- Videographer of civic events throughout the district

Item Number: 15.c
Meeting Date: 12/11/2018
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Approval of Accommodations Tax Advisory Committee award recommendations of "65%" State Accommodations Tax funds for 2019.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

The Accommodations Tax Committee met on November 1, 2018, to hear presentations of applicants for award of "65%" Tourism-related funds.

The Accommodations Tax Committee met again on November 15, 2018, to consider all applications and determine award recommendations for submittal to County Council.

Recommendations of the Committee regarding funding of the requests are detailed in the attached schedule. As detailed in the schedule, the Committee's recommendation included award of excess available funds of \$8,501 for destination marketing by the Chamber/TMC.

FINANCIAL IMPACT:

Total funds requested by applicants: \$902,629

Total funds available for award: \$911,130

Total award recommendations: \$911,130

OPTIONS:

- 1) Approve the recommendation of the Accommodations Tax Advisory Committee, or
- 2) Reject the recommendation of the Accommodations Tax Advisory Committee

STAFF RECOMMENDATIONS:

The Accommodations Tax Advisory Committee recommends award of Accommodations Tax as submitted.

ATTACHMENTS:

Description	Type
▣ Accommodations Tax Advisory Committee Recommendations	Cover Memo
▣ ATAX Fall 2018 Application Executive Summaries	Cover Memo
▣ ATAX Meeting Minutes Draft (11-15-2018)	Cover Memo

Georgetown County						
2019 Accommodations Tax Funding Recommendations						
Meeting Date for Presentation of Applications: November 1, 2018						
Meeting Date for Award Recommendations: November 15, 2018						
Meeting Date for Council Awards: December 11, 2018						
			Amount	Amount	Advance Funding	Advance Funding
	<u>Applicant</u>	<u>Project Name</u>	<u>Requested</u>	<u>Recommended</u>	<u>Requested</u>	<u>Recommended</u>
1	Georgetown County Sheriff's Office	Beach Patrol FY 2019-2020	\$ 133,860	\$ 133,860	No	No
2	Georgetown County Chamber of Commerce (TMC)	Georgetown County Destination Marketing FY2019-2020	500,000	508,501	Yes	Yes
3	Litchfield Beautification Foundation	Highway 17 Landscape Maintenance in the Litchfield Corridor	20,000	20,000	Yes	Yes
4	Litchfield Beautification Foundation	Highway 17 Landscape Maintinance from Sandy Island Rd to Brookgreen	8,000	8,000	Yes	Yes
5	Garden City Beach Community Association	Highway 17 Median Maintenance from Horry County line to Highway 707	20,000	20,000	Yes	Yes
6	Garden City Beach Community Association	Garden City Beach Street Lighting Program in Georgetown County	7,000	7,000	Yes	Yes
7	Pawleys Island Highway Beautification Program	Highway 17 Landscape Maintenance in the Pawleys Corridor	29,424	29,424	Yes	Yes
8	Georgetown School of Arts and Sciences	The Georgetown Shakespeare Festival	8,000	8,000	Yes	Yes
9	Murrells Inlet 2020	Highway 17 Bypass Corridor Maintenance & Beautification	25,000	25,000	Yes	Yes
10	Historic Bridge2Bridge Run Committee	2019 Bridge Run	9,200	9,200	Yes	Yes
11	Georgetown Business Association	Music in the Park 2019	25,000	25,000	Yes	Yes
12	Litchfield Beaches Property Owners Association	Beach Support Project	63,475	63,475	No	No
13	Georgetown County Parks & Recreation	Beach & Bike Path Cleanup FY2019-2020	53,670	53,670	No	No
		Total New Funding Requests	\$ 902,629	\$ 911,130		
		Funds Available for Award	\$ 911,130	\$ 911,130		

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: Georgetown County Sheriff's Office

Contact Name: Sheriff Lane Cribb

Phone: 843-546-5102

Event or Project Summary

Event or Project Name: Beach Patrol Fiscal 2019-2020

Brief Event/Project Description: Provide a specialized unit that will serve both visitors and residents for constant
year round basis. Costs include salaries and benefits for two officers.

Date(s) of Event or Project: July 2019- June 2020

Event or Project Category for State Reporting: Public Service

Event or Project Budget

Total budget of event or project (including any matching funds): \$133,860

Amount requested from Georgetown County ATAX funds: \$133,860 100.0%

Amount of funding expected from other sources: \$0 0.0%

Has the applicant requested advance funding for the event or project? Yes No x

Event or Project Attendance

Total Attendance Anticipated:

Total Tourists Anticipated: 500000 #DIV/0!

Other Notes or Comments

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: Georgetown County Chamber of Commerce / TMC

Contact Name: Jennifer Norman Phone: 843-546-8436 x22

Event or Project Summary

Event or Project Name: Georgetown County Destination Marketing Fiscal Year 2019-2020

Brief Event/Project Description: The 2019-2020 project includes print, online, and social marketing and advertising, all
focused on promoting travel and overnight stays in Georgetown County.

Date(s) of Event or Project: July 2019- June 2020

Event or Project Category for State Reporting: Advertising

Event or Project Budget

Total budget of event or project (including any matching funds): \$600,000 *

Amount requested from Georgetown County ATAX funds: \$500,000 83.3%

Amount of funding expected from other sources: \$100,000 * 16.7%

Has the applicant requested advance funding for the event or project? Yes X No

Event or Project Attendance

Total Attendance Anticipated:

Total Tourists Anticipated: #DIV/0!

Other Notes or Comments

* Does not include 30% designated marketing funds

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: Litchfield Beautification Foundation

Contact Name: Ron Eaglin Phone: 843-235-3087

Event or Project Summary

Event or Project Name: Hwy 17 Median Maintenance in the Litchfield Area

Brief Event/Project Description: Mowing, trash pick-up, and general maintenance in an extended corridor from 200 yds
north of Sandy Island Rd to last median crossover south of Martin Luther King Dr.

Date(s) of Event or Project: Jan 2019 - Dec 2019

Event or Project Category for State Reporting: Public Services

Event or Project Budget

Total budget of event or project (including any matching funds): \$118,600

Amount requested from Georgetown County ATAX funds: \$20,000 16.9%

Amount of funding expected from other sources: \$98,600 83.1%

Has the applicant requested advance funding for the event or project? Yes X No

Event or Project Attendance

Total Attendance Anticipated:

Total Tourists Anticipated: #DIV/0!

Other Notes or Comments

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: Garden City Beach Community Association

Contact Name: W. Gairy Nichols

Phone: 843-651-4112

Event or Project Summary

Event or Project Name: Highway Median Maintenance

Brief Event/Project Description: Provide grass cutting (weekly in summer, monthly rest of year) and daily trash pickup.
trim plants and trees, and weed landscaped beds. Remove sand from accumulation on
Waccamaw Drive sidewalk on weekly basis in July & August and monthly remainder
of year.

Date(s) of Event or Project: Jan 1, 2019-Dec 31, 2019

Event or Project Category for State Reporting: Public Service

Event or Project Budget

Total budget of event or project (including any matching funds): \$20,000

Amount requested from Georgetown County ATAX funds: \$20,000 100.0%

Amount of funding expected from other sources: \$0 0.0%

Has the applicant requested advance funding for the event or project? Yes x No

Event or Project Attendance

Total Attendance Anticipated: 112,000

Total Tourists Anticipated: 112,000 100.0%

Other Notes or Comments

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: Garden City Beach Community Association

Contact Name: W. Gairy Nichols

Phone: 843-652-4276

Event or Project Summary

Event or Project Name: Garden City Beach Street Light Program in Georgetown County

Brief Event/Project Description: Provide street lights for the Georgetown County portion of Garden City Beach for the safety and security of tourist who visit and occupy rental properties. Street lighting is not provided by the County in this unincorporated area.

Date(s) of Event or Project: Jan 1, 2019-Dec 31, 2019

Event or Project Category for State Reporting: Public Service

Event or Project Budget

Total budget of event or project (including any matching funds): \$7,000

Amount requested from Georgetown County ATAX funds: \$7,000 100.0%

Amount of funding expected from other sources: \$0 0.0%

Has the applicant requested advance funding for the event or project? Yes x No

Event or Project Attendance

Total Attendance Anticipated: 112,000

Total Tourists Anticipated: 112,000 100.0%

Other Notes or Comments

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: Pawleys Island Highway Beautification Program

Contact Name: Leo Harootyan

Phone: 843-241-5767

Event or Project Summary

Event or Project Name: Landscape beautification of the Highway 17 median

Brief Event/Project Description: Landscaping maintenance & Trash cleanup on Hwy 17 median from Overland Dr to
Smalls Loop.

Date(s) of Event or Project: Jan 1, 2019-Dec 31, 2019

Event or Project Category for State Reporting: Public Service

Event or Project Budget

Total budget of event or project (including any matching funds): \$29,424

Amount requested from Georgetown County ATAX funds: \$29,424 100.0%

Amount of funding expected from other sources: \$0 0.0%

Has the applicant requested advance funding for the event or project? Yes No x

Event or Project Attendance

Total Attendance Anticipated:

Total Tourists Anticipated: #DIV/0!

Other Notes or Comments

\$7,658.25 for phase 7 additional plantings.

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: The Georgetown School of Arts and Sciences

Contact Name: Dr. Gary Gates

Phone: 843-520-4359

Event or Project Summary

Event or Project Name: The Georgetown Shakespeare Festival

Brief Event/Project Description: The 4th annual Georgetown Shakespeare festival will feature performances of *Macbeth*
and *The Taming of the Shrew* by the nationally known American Shakespeare Center
Troupe.

Date(s) of Event or Project: February 2019

Event or Project Category for State Reporting: Tourism Related Events

Event or Project Budget

Total budget of event or project (including any matching funds): \$25,000

Amount requested from Georgetown County ATAX funds: \$8,000 32.0%

Amount of funding expected from other sources: \$16,601 66.4%

Has the applicant requested advance funding for the event or project? Yes x No

Event or Project Attendance

Total Attendance Anticipated: 1500

Total Tourists Anticipated: 800 53.3%

Other Notes or Comments

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: Murrells Inlet 2020

Contact Name: Meredith Millen

Phone: 843-357-2007

Event or Project Summary

Event or Project Name: "Welcome to Georgetown County" Highway 17 Bypass Corridor Maintenance & Beautification

Brief Event/Project Description: Maintain median of Highway 17 Bypass median from Highway 707 to South Wesley Road
in Murrells Inlet. Maintenance includes picking up trash, mowing and trimming the area
regularly throughout the year.

Date(s) of Event or Project: January 2019-December 2020

Event or Project Category for State Reporting: Public Services

Event or Project Budget

Total budget of event or project (including any matching funds): \$25,000 *

Amount requested from Georgetown County ATAX funds: \$25,000 100.0%

Amount of funding expected from other sources: \$0 * 0.0%

Has the applicant requested advance funding for the event or project? Yes X No

Event or Project Attendance

Total Attendance Anticipated: 800,000

Total Tourists Anticipated: 680,000 85.0%

Other Notes or Comments

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: Historic Georgetown Bridge to Bridge Run
Contact Name: Laura Hutto Phone: 843-240-3451

Event or Project Summary

Event or Project Name: 2019 Historic Georgetown Bridge2Bridge Run

Brief Event/Project Description: Half-marathon, 12k , 5k, and Kids Fun Run through Historic Georgetown. Prior years'
runs included participants from 32 states, England, Canada, & Puerto Rico.

Date(s) of Event or Project: October 2019

Event or Project Category for State Reporting: Tourism Related Events

Event or Project Budget

Total budget of event or project (including any matching funds): \$9,200

Amount requested from Georgetown County ATAX funds: \$9,200 100.0%

Amount of funding expected from other sources: \$0 0.0%

Has the applicant requested advance funding for the event or project? Yes No X

Event or Project Attendance

Total Attendance Anticipated: 1200

Total Tourists Anticipated: 850 70.8%

Other Notes or Comments

**GEORGETOWN COUNTY ACCOMMODATIONS TAX
APPLICATION EXECUTIVE SUMMARY**

Applicant

Organization Name: Georgetown Business Association

Contact Name: Michele Overton

Phone: 843-833-4030

Event or Project Summary

Event or Project Name: Music in the Park 2019

Brief Event/Project Description: Offer free, regularly scheduled concerts in Francis Marion Park to attract visitors and
locals to Georgetown County.

Date(s) of Event or Project: April 2019- Sept 2019

Event or Project Category for State Reporting: Tourism Related Event

Event or Project Budget

Total budget of event or project (including any matching funds): \$56,000

Amount requested from Georgetown County ATAX funds: \$25,000 44.6%

Amount of funding expected from other sources: \$36,000 64.3%

Has the applicant requested advance funding for the event or project? Yes x No

Event or Project Attendance

Total Attendance Anticipated: 15000

Total Tourists Anticipated: 10000 66.7%

Other Notes or Comments



Georgetown County
Accommodations Tax Advisory Committee
Minutes of November 15, 2018

The Accommodation Tax Advisory Committee met on November 15, 2018 at 9:00 A.M. in Council Chambers of the Historic Courthouse, 129 Screven Street, in order to form recommendations to be presented to County Council.

Members present: Sean Bond, Jerry Crosby, Kathi Grace, Billy Nichols, Lauren Joseph, Jo-Ann Thompson, and Henry Reynolds.

Staff present: Scott Proctor and Glenda Long

Committee Chairman Sean Bond called the meeting to order at 9:00.

Chairman Bond requested the Georgetown County Chamber of Commerce Tourism Management Commission application be moved to the end of the meeting.

Minutes

Committee Vice-chairman Jerry Crosby moved to approve the minutes of the November 1, 2018 Accommodations Tax Advisory Committee meeting. Billy Nichols offered a second, and the motion was approved by all.

Applicant's presentations:

Georgetown County Sheriff's Office – *Beach Patrol*

- **Requested Funding:** \$133,860

Lt. Mike Nelson was available to answer questions from the Committee but there was no discussion or questions.

Lauren Joseph made a motion to recommend \$133,860, without advanced funding, Dr. Crosby offered a second, and the Committee unanimously approved.

Litchfield Beautification Foundation (LBF) – *General Landscaping Maintenance Litchfield Corridor*

- **Requested Funding:** \$20,000

Ken Dewell was present to answer questions from the Committee. Ms. Joseph stated that the median projects are not acceptable uses of Accommodations Tax funds based on her interpretation of the statute and there are

better uses for the funds. Mr. Dewell said that maintaining the aesthetic value promotes returning tourism. Kathi Grace stated that in the past TERC has supported new plantings but continuing maintenance. She also noted the medians in this area were originally planted and maintained by private companies before being transitioned to LBF and there are other funding mechanisms available elsewhere. Mr. Dewell reminded the Committee that ATAX only funds 18% of their budget and they are continually seeking other private funds. Ms. Joseph said that surveys have shown that the beach, attractions, events, and golf bring people to Georgetown County, not the landscaping projects. Mr. Bond noted that the County is a high concentration tourist area and the state statutes allow flexibility in providing additional public services such as highway maintenance to promote tourism. He said that maintaining what has previously been developed is important but the most important thing is to keep the area free of trash.

Dr. Crosby made a motion to recommend \$20,000, with advanced funding, Billy Nichols offered a second, and the Committee voted 6 to 1 in favor of the motion. Lauren Joseph opposed.

Litchfield Beautification Foundation– Highway 17 Median Maintenance Sandy Island Rd to Brookgreen Gardens Entrance

- Requested Funding: \$8,000

Continuing discussion from the first application, Mr. Bond noted that overall the median maintenance requests are 12% of the overall requests which is a decrease from when he was first appointed to the Committee. Dr. Crosby said he felt the highway beautification organizations should be given advance notice if the use of ATAX funding was going to be discontinued. Ms. Grace asked if the Committee could get a listing of collections by area to ensure future awards are being distributed to the areas in which they are collected. Scott Proctor informed the Committee that County staff would have to request the collection information from the State and manually separate that into the different areas but first the Committee would need to outline the areas on a map. Mr. Bond reminded the Committee that the statute states the funds must be spent “primarily in the geographical area in which they are collected and practical.”

Dr. Crosby made a motion to recommend \$20,000, with advanced funding, Billy Nichols offered a second, and the Committee voted 6 to 1 in favor of the motion. Lauren Joseph opposed.

Garden City Beach Community Association (GCBCA) – Highway 17 Median Maintenance

- Requested Funding: \$20,000

Committee Member Billy Nichols recused himself from all GCBCA discussion due to a personal relationship with the applicant.

Gairy Nichols was present to answer questions from the Committee. Ms. Joseph stated the ATAX laws supported maintaining entrances and exits to the tourist areas therefore she did not see an issue with this funding this project.

Ms. Grace made a motion to recommend \$20,000 with advanced funding, Henry Reynolds offered a second, and the Committee unanimously voted in favor of the motion.

Garden City Beach Community Association – *Garden City Beach Street Light Program*

- Requested Funding: \$7,000

The Committee did not have any discussion or ask Mr. Nichols any questions related to this project.

Ms. Grace made a motion to recommend \$7,000 with advanced funding, Henry Reynolds offered a second, and the Committee unanimously voted in favor of the motion.

Pawleys Island Highway Beautification – *Highway Median Maintenance on Waccamaw Neck*

- Requested Funding: \$29,424

Leo Harootyan was present to answer questions from the Committee. Ms. Joseph noted she has the same concerns as she expressed with the LBF applications. Mr. Nichols asked for an update on the SCDOT installed medians discussed during the prior meeting and who was overseeing that maintenance. Mr. Proctor noted the County has a contract that is overseen by the Parks and Recreation Department. Mr. Nichols said he felt this area is an example of how private organizations may be able to maintain these areas to a higher standard. Mr. Proctor informed the Committee that the County is concerned as well about the current condition of the SCDOT medians and is taking steps to correct the matter. Mr. Bond asked if it was an issue with funding or management to which Mr. Proctor responded it was not a funding issue but felt the contractor's performance has fallen short. Mr. Nichols acknowledged the organizations efforts to look for outside funding and encouraged them to continue that effort.

Mr. Nichols made a motion to recommend \$29,424 with advanced funding, Dr. Crosby offered a second, and the Committee unanimously voted in favor of the motion.

Chairman Bond requested the Murrells Inlet 2020 application be considered next to complete the discussion on the landscaping topic.

Murrells Inlet 2020 – *Welcome to Georgetown Highway 17 Bypass Corridor Maintenance*

- Requested Funding: \$25,000

Meredith Millen was available for questions from the Committee. Mr. Nichols suggested the organization continue to seek outside funding before he made a motion to recommend \$25,000 with advanced funding. Dr. Crosby offered a second and the Committee voted 5 to 2 in favor of the recommendation. Lauren Joseph and Kathi Grace opposed.

Georgetown School of Arts and Sciences – *The Georgetown Shakespeare Festival*

- Requested Funding: \$8,000

Dr. Gary Gates was present to answer questions from the Committee.

Dr. Crosby made a motion to recommend \$8,000 with advanced funding, Ms. Joseph offered a second, and the Committee unanimously voted in favor of the motion.

Historic Georgetown Bridge2Bridge Run Committee – 9th Annual Historic Georgetown Bridge2Bridge Run

- Requested Funding: \$9,200

Laura Hutto was present to answer questions for the Committee.

Dr. Crosby made a motion to recommend \$9,200 with advanced funding, Mr. Nichols offered a second, and the Committee unanimously voted in favor of the motion.

Georgetown Business Association – Music in the Park Concert series

- Requested Funding: \$25,000

Michelle Overton was present to answer questions for the Committee.

Ms. Joseph made a motion to recommend \$25,000 with advanced funding, Dr. Crosby offered a second, and the Committee unanimously voted in favor of the motion.

Litchfield Beach Property Owners Association (LBPOA)—Beach Support Project

- Requested Funding: \$63,475

Lex Reynolds was available for questions from the Committee but there was no discussion or questions related to this project.

Ms. Grace made a motion to recommend \$63,475 without advanced funding, Ms. Joseph offered a second, and the Committee unanimously voted in favor of the motion.

Georgetown County Parks and Recreation – Beach and Bike Path Cleanup

- Requested Funding: \$53,670

There was no discussion or questions related to this project.

Ms. Joseph made a motion to recommend \$53,670 without advanced funding, Mr. Nichols offered a second, and the Committee unanimously voted in favor of the motion.

Georgetown County Chamber of Commerce/Tourism Management Commission (TMC) – Georgetown County Destination Marketing

- Requested Funding: \$500,000

Committee member Kathi Grace recused herself due to serving on an internet committee with the TMC.

Jennifer Norman was present to answer questions from the Committee however there was no discussion or questions.

Mr. Nichols made a motion to recommend \$500,000 with advanced funding, Mr. Reynolds offered a second, and the Committee unanimously voted in favor of the motion.

Dr. Crosby made a motion to award the \$8,501 surplus remaining after all awards, with advanced funding, to the TMC. Ms. Joseph offered a second, and the Committee voted unanimously in favor of the motion.

Chairman Bond made a motion to adjourn, seconded by Ms. Grace, and approved by all.

Meeting adjourned at 9:45 A.M.

Submitted by Glenda Long

DRAFT

Item Number: 16.a
Meeting Date: 12/11/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

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 24th. 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)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-23

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.

Johnny Morant (SEAL)
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: _____



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

\$250
\$10/AC
Res'l
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: [Signature] / 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

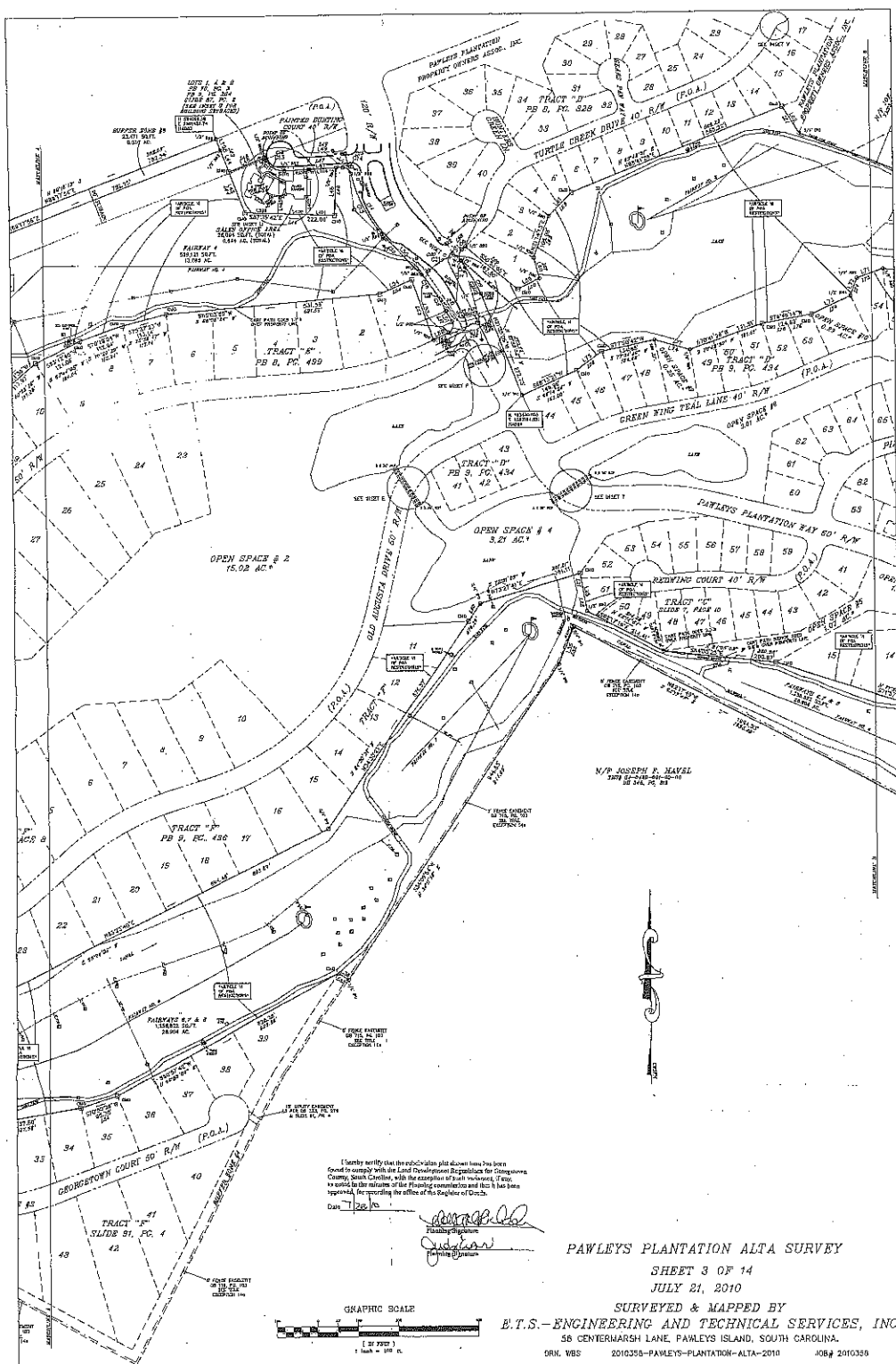
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

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.





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	———

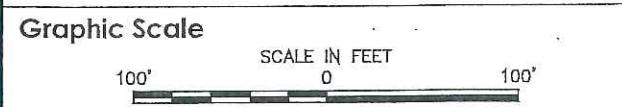
Hatch Legend

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



Pawleys Plantation
Property Location
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

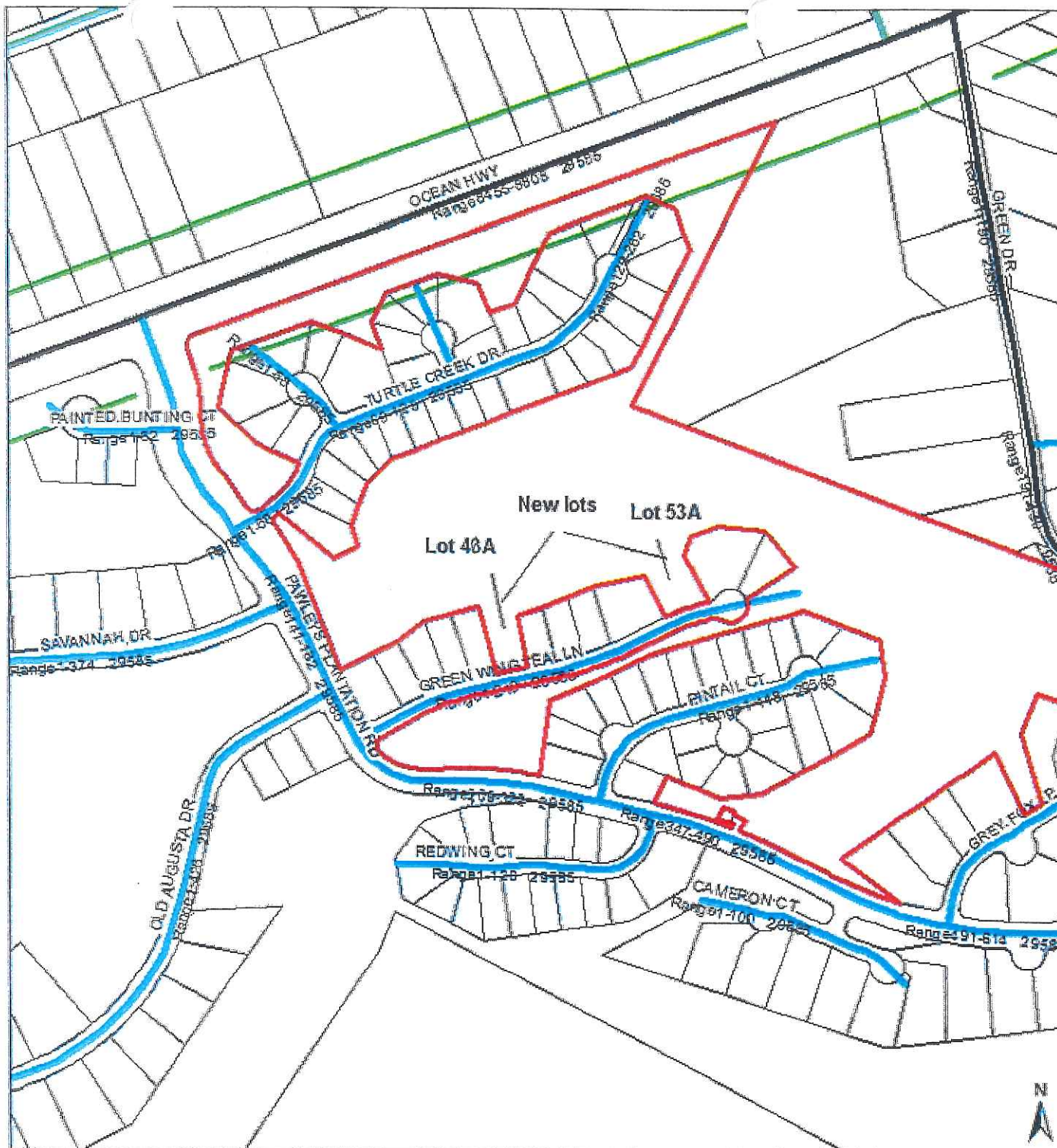
Lot Lines

Railroads

Landmarks

90' setback

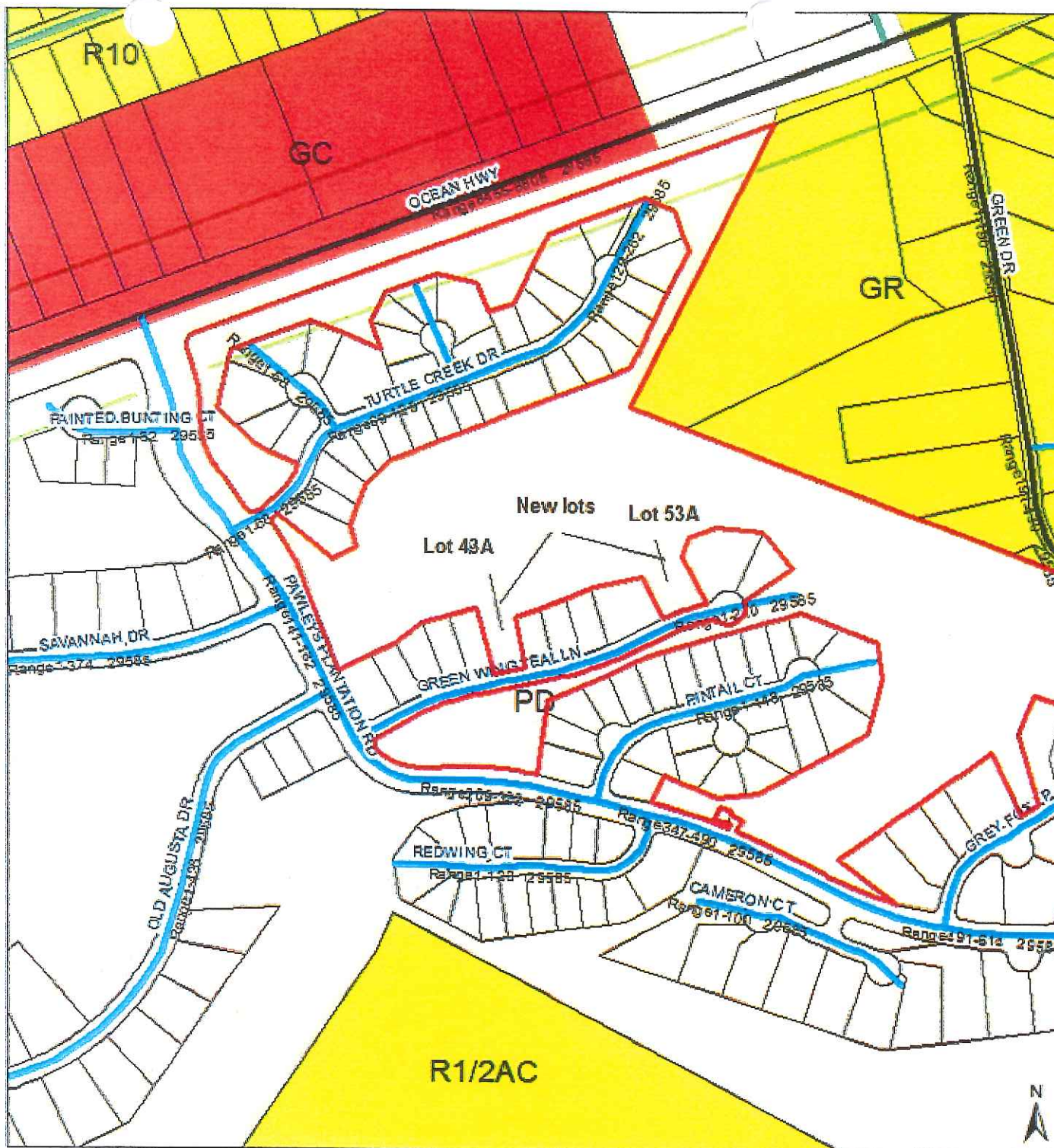
Municipalities



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 Plantation Property Zoning AMPD 6-17-18572



Legend

Streets

- all other roads
- Mainline Hwy
- County
- Private
- State

- Pawleys Plantation
- Lot Lines
- Roads
- Landmarks

Zoning

District

- CITY OF GEORGETOWN
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- PA-R
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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

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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.

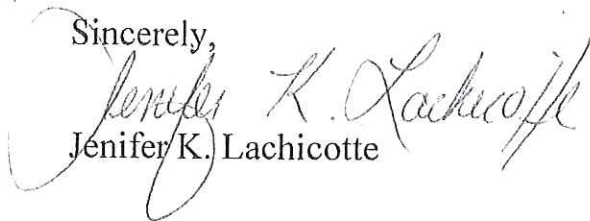
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000 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,

A handwritten signature in cursive script, reading "Jennifer K. Lachicotte". The signature is fluid and elegant, with the first name being the most prominent.

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.

Paul Noble

Many Thanks
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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
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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.

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
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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.

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
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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

✓ XX
✓ XXII

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 1820- 234

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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 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 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 Mortgage 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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2/8/2016
GEORGETOWN

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 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).

(Per Association)
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

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SURFSIDE BEACH, SOUTH CAROLINA 29587
TELEPHONE (843) 238-2676
TELECOPIER (843) 238-0240
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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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 2

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)

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ATTORNEY AT LAW

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December 12, 2017
Page 3

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.

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 4

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

✓ XX
✓ XXII

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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Book 1494 Page 1820- 234

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Article XXII - The Association's Rights

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Article XXIII - The Golf Course

31

Exhibit "A"

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Exhibit "B"

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 I 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 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 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 Mortgage 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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2/8/2016
GEORGETOWN

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. Invalidity 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).

(Perthamling)
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.







