

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

June 27, 2017

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 - May 23, 2017**
- 6. CONSENT AGENDA**
 - 6.a Bid #17-013, Maintenance of Athletic Fields, IDIQ**
 - 6.b Contract #16-099, Change Order 03 - Annie Village Walking Trail**
 - 6.c Volunteer Water Quality Monitoring Program with Coastal Carolina University**
 - 6.d Motorola Solutions® Maintenance and Support Agreement 923**
 - 6.e Procurement #17-043, Contractor for Repair of Garden City Beach Groins**
 - 6.f Contract #13-010, Task Order 23: Civil Engineering Services for Drainage Improvements for for Running Water Drive in Murrells Inlet, SC**
 - 6.g Approval of Economic Development Grant Agreement and Acceptance of Grant Funding**
- 7. PUBLIC HEARINGS**
 - 7.a Ordinance No. 2017-14 to amend the FY 2016/17 Operating Budget of Georgetown County.**
 - 7.b Ordinance No. 2017-15 - An amendment to Article 2, Section 3-10**

and Article 4, Section 3-2B of the Georgetown County Land Development Regulation dealing with streets and easements for Minor Subdivisions.

- 7.c **ORDINANCE NO. 2017-17 - AN ORDINANCE TO AMEND ORDINANCE No. 2016-24 TO AUTHORIZE THE LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE GEORGETOWN COUNTY (GGE) AND ANDREWS (PHH) AIRPORTS.**

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

- 8.a **Assessment Appeals Board**
- 8.b **Fire District 1 Board**
- 8.c **Parks & Recreation Commission**

9. RESOLUTIONS / PROCLAMATIONS

10. THIRD READING OF ORDINANCES

- 10.a **Ordinance 2017-10 An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2017, and Ending June 30, 2018; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.**
- 10.b **Ordinance No. 2017-14 to amend the FY 2016/17 Operating Budget of Georgetown County.**
- 10.c **ORDINANCE NO. 2017-17 - AN ORDINANCE TO AMEND ORDINANCE No. 2016-24 TO AUTHORIZE THE LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE GEORGETOWN COUNTY (GGE) AND ANDREWS (PHH) AIRPORTS.**

11. SECOND READING OF ORDINANCES

- 11.a **Ordinance No. 2017-15 - An amendment to Article 2, Section 3-10 and Article 4, Section 3-2B of the Georgetown County Land Development Regulation dealing with streets and easements for Minor Subdivisions.**
- 11.b **Ordinance No. 2017-16 - An amendment to Article 4, Section 410 of the Georgetown County Zoning Ordinance as it relates to street frontage.**

12. FIRST READING OF ORDINANCES

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

- 15.a **Funding of Corporate Hangar Projects at Georgetown/Andrews Airports**
- 15.b **2017 Capital Improvements Plan Update**

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

16.a Site Plan Review - 34 Unit Multi-family Development (Marina Village) in Litchfield Plantation. (Deferred at request of Engineer/Applicant)

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Contractual - Land Purchase Option

17.b Personnel Matter

17.c Legal - Pending Litigation

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 6/27/2017
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Regular Council Session - May 23, 2017

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 - 05/23/17	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, May 23, 2017, 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 L. Charlton	John Thomas
	Steve Goggans	
Staff:	Sel Hemingway	Wesley P. Bryant
	Theresa E. Floyd	Jackie Broach

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. An invocation was given by Councilmember Ron Charlton, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

A recommendation was made for the addition of a report pertaining to the status of recent drainage issues in Andrews. Councilmember Ron Charlton moved for approval of the meeting agenda, as amended. Councilmember Steve Goggans seconded the motion. There was no discussion on the motion.

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

PUBLIC COMMENTS:

Franklin Rutledge

Mr. Rutledge spoke on behalf of the Low Country Veterans Group. The group has been looking for a "home" for six years and has observed that the old Winyah Gym is not currently in use. He appealed to County Council to allow the Low Country Veterans Group to utilize this facility and in doing so allow the Group to expand the number of veterans they can reach in the County.

Theodore Russell

Mr. Russell spoke on behalf of the Low Country Veterans Group stating that the organization is currently housed in 3 or 4 different locations. They would like to make use of the Winyah Gym to consolidate their locations and services (i.e. meeting location and food bank etc.). He asked that Council help the Group, so that they could help local veterans.

Brendan Barber

Mr. Barber (Georgetown City Council member) stated that he has been working with the Low Country Veterans Group since its existence. They are a non-profit group that has helped the community tremendously. The Group provides assistance to local veterans with housing needs, providing clothing, and food. The Group hosts two events each year that feeds the entire community. He asked County Council to provide whatever support possible to the group.

Wesley Gibson

Mr. Gibson reminded Council that he come to them two years ago regarding unsafe conditions at the Beck Recreation Center. Mr. Gibson thanked Chairman Johnny Morant, Councilmember Lillie Jean Johnson, and the County Administrator for meeting with him and visiting the site. Since that time, it has become a very nice place that is utilized by the community. Regarding a separate issue, Mr. Gibson stated that he was upset to learn swimming pools were being pulled from the County's capital projects plans. He stressed the importance of everyone learning how to swim and suggested that consideration be given to locating one centralized pool in the city. He also questioned the 3.4 million dollars committed to baseball fields on the Waccamaw Neck. Mr. Gibson suggested that the School District use funds from the recent referendum for that purpose to allow use of this funding somewhere else in the County.

Steve Williams

Mr. Williams stated that he is only one concerned citizen in a long line of people that will be addressing County Council on a regular basis over the unequitable distribution of funds that go in one direction. Mr. Williams said 3.2 million dollars could be better used on the south end of the County. When bike paths and recreation are placed over education and the enrichment of our community it is a travesty of good leadership. He stated that he was "pleading" with Council to reconsider and move some money in the Capital Improvement Plan to the Sampit Community to invest in an after school program and community center. He said it is incredulous to spend that kind of money on a bike route.

Fred Williams

Mr. Williams stated that he was speaking as a private citizen, but noted that he serves at the President of the West End Citizens Council. Mr. Williams said when he read in the newspaper that the County plans to spend millions on a bike path on the Waccamaw Neck he thought that was the most ludicrous idea he has ever heard. He stated that other areas of the County are grossly neglected and asked why other communities are always left out of funding. The west side of Georgetown looks like a "third world country" as opposed to the historic district, despite those residents pay the same taxes. Additionally, he stated that Georgetown County Public Works started the road improvement program in Maryville, which makes no sense.

Harriet Hunt

Ms. Hunt stated that she has a problem with large trucks coming down the street where she lives (Hazzard Street), because they have destroyed her house. The ceiling is falling, and the walls are cracking. She has repeatedly asked for cameras and 'stop' signs to be installed. She said she has made the SC Department of Transportation aware of this problem and now she is asking County Council to look into the matter. Ms. Hunt asked where the \$30 Road User Fee collected by the County is spent. She said it is obviously not used to fix local roads.

Raphael Carr

Mr. Carr has been serving as the Executive Director of the Georgetown County Alcohol & Drug Abuse Commission for three years. He expressed appreciation to County Council and the County Administrator for the assistance and support that has been provided during that time. He said with the County's support the Agency has overcome many challenges, expanded Medicaid Therapy Programs and enhanced other prevention programs in coordination with St. James Santee Health Center. Mr. Carr noted that Georgetown County is in the top 25% of the State's opiate and heroin related overdoses/mortality.

MINUTES:

Regular Council Session – May 9, 2017

Councilmember Ron Charlton moved for approval of the May 9, 2017 meeting minutes. Councilmember Everett Carolina seconded the motion. Chairman Johnny Morant called for discussion on the motion. No discussion followed.

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

CONSENT AGENDA:

The following reports were included on the Consent Agenda, and therefore approved previously during the meeting:

Ordinance No. 2017-11 – An Ordinance to Repeal Ordinance No. 96-08 that created the Georgetown County Coastal Carolina University Advisory Committee. – Third reading approval.

Ordinance No. 2017-12 – An Ordinance to Amend Section 2-80, “Application”, of Ordinance No. 2008-25, known as the “Ordinance to Govern Georgetown County Boards and Commissions”, to Remove Specific Boards and Commissions that have been dissolved. – Third reading approval.

Bid #17-026, Repair/Maintenance of Athletic Field and Parks Lighting, IDIQ – County Council awarded a contract to Kingston Electric, Inc. of Conway, SC, at an estimated cost of \$60,000 over a 5 year term.

Bid #17-025, Georgetown County Detention Center Food Services – County Council awarded a contract to Trinity Services Group, Inc., Oldsmar, FL, at estimated cost of \$280,899.62 per year.

Bid #17-023, Industrial Real Estate Broker Services – County Council awarded a contract to Avison Young-South Carolina, Inc. of Charleston, SC at an established commission rate at 6%.

Procurement No. 17-019, Roof Damage Repair - County Council awarded a bid for roof damage repair to Spirit Southeast, Inc. of Conway, SC at \$84,610.00 for the total base bid, with any additional or undisclosed damage to be negotiated by task order.

Bid #16-015, Installation of Owner Generators at Evacuation Facilities – County Council awarded a contract in association with Bid #16-015, to Coastal Structures of Georgetown at a total price of \$242,442.17.

Contract #12-032, Banking Services for Georgetown County, Amendment #1 – County Council approved Amendment #1 to a banking services contract with Wells Fargo to reflect an extension of the current contract through 9/30/17.

PUBLIC HEARINGS:

Ordinance No. 2017-10

A public hearing was held on Ordinance No. 2017-10, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2017, and Ending June 30, 2018; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. There were no public comments pertaining to Ordinance No. 2017-10, and Chairman Johnny Morant ordered the public hearing closed.

Ordinance No. 2017-13

County Council held a public hearing on Ordinance No. 2017-13, an Ordinance declaring as surplus a tract of property known as TMS #01-0445-041-00-00, and to authorizing the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended. No individual came forward to speak for, or against Ordinance No. 2017-13, and Chairman Morant closed the public hearing.

PROCLAMATIONS / RESOLUTIONS:

Resolution No. 2017-08

Councilmember Austin Beard moved for the adoption of Resolution No. 2017-08 requesting the South Carolina Association of Counties support and aid to Georgetown County with its appeal and petition to the higher courts in the Georgetown County vs. Davis and Floyd, et al, matter (2013-CP-22-01062, Appellate Case No. 2017-000234) by submitting amicus briefs and other legal aid as determined necessary or beneficial by the Association. Councilmember John Thomas seconded the motion. Upon a call for discussion on the motion, there was none.

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

ORDINANCES-Third Reading

Ordinance No. 2017-13

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2017-13, an Ordinance declaring as surplus a tract of property known as TMS #01-0445-041-00-00, and authorizing 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. Chairman Morant called for discussion on the motion, and there was none.

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

ORDINANCES-Second Reading:

Ordinance No. 2017-10

Councilmember John Thomas moved for second reading approval of Ordinance No. 2017-10, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2017, and Ending June 30, 2018; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. Councilmember Everett Carolina seconded the motion. Chairman Morant called for discussion on the motion.

Councilmember John Thomas moved to amend Ordinance No. 2017-10 to incorporate text, as the ordinance was introduced by title only. Councilmember Lillie Jean Johnson offered a second on the amended motion. There was no further discussion.

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

The vote on the amended motion was as follows:

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

Ordinance No. 2017-14 – An amendment to the FY17 Operating Budget of Georgetown County.
Councilmember Lillie Jean Johnson moved for second reading approval of Ordinance No. 2017-14, an Ordinance to Amend the FY2017 Operating Budget of Georgetown County, SC. Councilmember Ron Charlton seconded the motion. Chairman Morant called for discussion.

Councilmember Lillie Jean Johnson moved to amend Ordinance No. 2017-14 to incorporate proposed text as the ordinance was introduced by title only. Councilmember Ron Charlton seconded the amended motion. There was no discussion on the amendment.

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

The vote on the amended motion was as follows:

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

Ordinance No. 2017-15

A motion was made by Councilmember John Thomas to defer action on Ordinance No. 2017-15, an Amendment to Article 2, Section 3-10 and Article 4, Section 3-2B of the Georgetown County Land Development Regulations dealing with streets and easements for Minor Subdivisions in an effort to allow staff to further research and provide additional information pertaining to this issue. Councilmember Ron Charlton seconded the motion. Chairman Morant called for discussion. There was none.

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

Ordinance No. 2017-16

Councilmember John Thomas moved to defer action on Ordinance No. 2017-16, an amendment to Article 4, Section 410 of the Georgetown County Zoning Ordinance as it relates to street frontage until staff could gather and provide additional information. Councilmember Ron Charlton seconded the motion. There was no additional discussion regarding Ordinance No. 2017-16.

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

Ordinance No. 2017-17

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 2017-17, an amendment to Ordinance No. 2016-24 to authorize the Lease of Hangars and Other Storage Facilities at the Georgetown County Airport (GGE) and Andrews (PHH) Airport. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion on the motion.

A motion was made by Councilmember Steve Goggans to amend Ordinance No. 2017-17 to incorporate proposed text, as the ordinance was introduced by title only. Councilman John Thomas offered a second on the amended motion. No discussion followed the amended motion.

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

ORDINANCES- First Reading:

No reports.

COMMITTEE REPORTS:

Land Use & Tourism Committee Report

Councilmember Austin Beard moved for acceptance of a proposed master plan for bike paths and primary sidewalks/trails in Georgetown County as recommended by the Land Use and Tourism Committee. Councilmember Steve Goggans offered a second on the motion.

Chairman Morant asked for clarification that the motion did not involve the approval or transfer of any funds. Councilmember Beard concurred. The motion was solely in regards to approval of the proposed document.

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

REPORTS TO COUNCIL:

Andrews Drainage Report

County Administrator, Sel Hemingway, provided an update on drainage problems in the Andrews area. Following the Georgetown County Council meeting on April 25, 2017, a number of meetings, discussions and actions have taken place. Through these discussions with representatives of the Town of Andrews, the County, SC Department of Transportation, and citizens, a significant amount of information has been gained related to the drainage system and its history. There remains a great deal of information about the system that is unknown and/or misunderstood.

All agencies are in agreement that any plan to resolve flooding/drainage issues must be a cooperative effort. Funding sources to begin the analysis process that will determine the integrity of the piping and as well as the size of various pipes will continue to be pursued. In the interim, the goal is to continue the cleaning process and to investigate the areas that were observed to be problematic during April's rain event.

Town of Andrews Mayor McClary was in attendance and spoke briefly to express appreciation on behalf of the Town regarding the County's effort.

EXECUTIVE SESSION:

A motion was made by Councilmember Ron Charlton, and seconded by Councilmember Austin Beard, to move into Executive Session to discuss a contractual/property negotiation matter. Upon a call for discussion from the Chairman, there was no discussion on the motion.

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

County Council moved into Executive Session at 7:22 PM.

OPEN SESSION:

Open Session resumed at 8:44 PM. Chairman Morant stated that County Council had discussed a contractual/property negotiation matter during Executive Session. No votes were taken by County Council, nor were any decisions made during Executive Session.

Being no further business to come before County Council, the meeting was adjourned at 8:45 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 6/27/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Bid #17-013, Maintenance of Athletic Fields, IDIQ

CURRENT STATUS:

The current indefinite delivery, indefinite quantity (IDIQ) contract has reached the five year maximum term limit and thus must be rebid. The primary intent of the agreement is to provide supplemental maintenance of athletic fields for the Georgetown County Parks & Recreation Dept. on an as needed basis to include but not limited to soil sampling, fertilization, herbiciding, aerification, over seeding, irrigation, etc.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were two (2) responses received:

- 1) S&R Turf & Irrigation Equipment, LLC of Galivants Ferry, SC;
- 2) Modern Turf, Inc. of Columbia, SC.

FINANCIAL IMPACT:

Any use of services under this IDIQ will be scheduled and managed by the Parks Maintenance Supervisor in accordance with the terms of the IDIQ. Any services acquired will be funded in general ledger account number 010.579.50411 or associated 579 budget account as needed.

OPTIONS:

- 1) Award to the lowest bidder, S&R Turf & Irrigation Equipment, LLC.
- 2) Deny the request for award.

STAFF RECOMMENDATIONS:

Staff recommends award to S&R Turf and Irrigation Equipment, LLC of Galivants Ferry, SC. They provided the lowest cost response to Bid #17-013. Additionally, they currently hold the IDIQ contract for these services and have provided exemplary services under this agreement throughout the contract period.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bid Solicitation Approval	Cover Memo
<input type="checkbox"/> Public Bid Opening Tabulation	Cover Memo
<input type="checkbox"/> Bid Summary Worksheet	Cover Memo
<input type="checkbox"/> Recommendation from Beth Goodale	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 17-013

Procurement for: Maintenance of Athletic Fields

Department: Parks & Recreation

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: As Needed FY18

Funds Available: ☒-YES ☐-NO
☒-Cash Purchase
☐-Municipal Lease/Purchase Financing

Funding Source Location	
G/L Account Number	Funding Amount
010-579-50411	IDIQ - As Needed

Is grant money involved in this procurement? ☐-YES ☒-NO

If YES, attach a copy of the approved grant budget from the awarding source.

Grant Approval Attached: ☐-YES ☒-NO

B. Soodale
Department Director

4/24/17
Date

[Signature]
Purchasing

4/24/17
Date

Scott C. Proctor
Finance Director

4/25/17
Date

[Signature]
County Administrator

4/26/17
Date



Public Bid Opening Tabulation
IFB #17-013, Maintenance of Athletic Fields, IDIQ
Wednesday, May 17, 2017 @ 3:00PM Eastern Time

<u>OFFEROR</u>	<u>Proposal Received [✓]</u>	<u>Comments</u>
<i>S E Turf & Irrigation</i>	✓	
<i>Modern Turf, Inc. / AP</i>	✓	

OPENED BY: *[Signature]* WITNESS: *Ann Puckett*

Bid #17-013, Maintenance of Athletic Fields, IDIQ

ITEM REQUIREMENT	S & R Turf	Modern Turf
Lime @ 1 Ton/Acre	\$ 65.00	\$ 300.00
Sulfur @ 4 LBS/Sulfur/Acre with 80% Pure Elemental Sulfur plus micronutrient package	\$ 95.00	\$ 100.00
Fertilize 16-4-8 @ 1LB/N/M	\$ 98.00	\$ 178.00
Fertilize 20-20-20 water-soluble w/micronutrient @ .25LB/N/M	\$ 105.00	\$ 100.00
Non over seeded turf fertilize 0-0-30 @ 1LB/K/M	\$ 87.00	\$ 150.00
Turf to be over seeded Starter fertilizer 19-26-5 or 18-24-12 @ 1LB/P/M	\$ 103.00	\$ 175.00
Fertilize over seeded turf with 25-5-11 SCU w/Iron @ 1LB/N/M	\$ 87.00	\$ 130.00
Over seeded turf 20-0-10 with Ronstar @ 2LBS A.I./Acre and 1LB/N/M	\$ 147.00	\$ 230.00
Non Over seeded turf Pre –Emerge with Ronstar Flowable 80 Oz/Acre	\$ 137.00	\$ 203.00
Pre-emerge Barricade 65WDG @ 1.25 LBS product/Acre	\$ 48.00	\$ 114.00
Broadleaf weed control in over seeded turf – SpeedZone Southern @ 3 Qts/Acre	\$ 72.00	\$ 125.00
Broadleaf/Grassy weed control non over seeded turf – Revolver @ 17 Oz/Acre & SpeedZone Southern @ 3 Qts/Acre	\$ 187.00	\$ 315.00
Primo growth regulator @ 11 Oz/Acre as needed	\$ 55.00	\$ 65.00
Broadleaf/Grassy/Sedge control SpeedZone Southern @ 3 Qts/Acre, MSMA @ 2 Qts/Acre, and Dismiss CA @ 10 Oz/Acre	\$ 197.00	\$ 357.00
Turf to be over seeded Poa control with Revolver @ 17 Oz/Acre	\$ 139.00	\$ 258.00
Mole Crickets control Top Choice @ 88LBS/Acre	\$ 162.00	\$ 425.00
Grub control LADA @ 44 Oz/Acre	\$ 62.00	\$ 100.00
Armyworm control Acelepryn @ 4 Oz/Acre	\$ 55.00	\$ 125.00
Armyworm control Bifenthrin @ control rate	\$ 36.00	\$ 100.00
Armyworm control Sevin @ control rate	\$ 32.00	\$ 100.00
Soil Samples (Per Sample)	\$ 1.00	\$ -
Aerification 3x3 spacing with 13/16" X 5" tine Tractor pulled PTO driven aerifier	\$ 150.00	\$ 275.00
Topdress 50 tons/Acre (labor only Georgetown County to provide sand)	\$ 500.00	\$ 500.00
Over seed with three way blend perennial ryegrass @ 500 LBS/Acre	\$ 550.00	\$ 1,060.00
Laser level field(s)-Small Field @ 11,500 sq. ft. (Per Field)	\$ 1,800.00	\$ 2,800.00
Laser level field(s)-Large Field @ 18,000 sq. ft. (Per Field)	\$ 2,500.00	\$ 3,100.00
Cost of Irrigation Repairs (Per Hr.)	\$ 75.00	\$ 85.00
EXCEPTIONS?	[None]	[Blank]

Note: Quote Soil Samples, Laser Level Fields, and Irrigation Repairs as specified under item description, all other unit costs shall be per 1 Acre.

**GEORGETOWN COUNTY
SOUTH CAROLINA**

TO: KYLE PRUFER
FROM: BETH GOODALE *B. Goodale*
SUBJECT: MAINTENANCE OF ATHLETIC FIELDS IDIQ
DATE: 5/26/2017

BID: 17-013, IDIQ MAINTENANCE OF ATHLETIC FIELDS

Staff reviewed bid number 17-013 IDIQ Maintenance of Athletic Fields and have recommend S&R Turf & Irrigation Equipment LLC of Galivants Ferry, South Carolina be awarded an IDIQ contract for providing supplemental Maintenance of Athletic Fields for the Georgetown County Parks & Recreation Department on an as needed basis.

S&R Turf and Irrigation Equipment, LLC provided the lowest cost response to Bid 17-013. Additionally, S&R Turf & Irrigation Equipment LLC currently holds an IDIQ contract for these services and has provided exemplary services under this IDIQ throughout the contract period.

~~Any use of services under this IDIQ will be scheduled and managed by the Parks Maintenance~~
Supervisor in accordance with the terms of the IDIQ. Any services acquired under this IDIQ arrangement are funded within the Department 579 budget.

Item Number: 6.b
Meeting Date: 6/27/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Contract #16-099, Change Order 03: Construction of Annie Village Park Walking Trail

CURRENT STATUS:

The Georgetown County Parks and Recreation Department has received two (2) grants from the South Carolina Department of Parks, Recreation and Tourism, Park and Recreation Development (PARC) Fund to establish a paved community walking trail at Annie Village Community Park, located at 367 Genesis Road. This community park serves the Beneventum community in the Northwest portion of the County. In 2015 County Council officially standardized the amenities to be provided in each of the county's rural community parks. The amenities include a walking trail. A walking trail at Annie Village is the last remaining amenity required to complete the standardization project.

POINTS TO CONSIDER:

This project will be executed as a change order under existing contract No. 16-099, Non-Engineered Road Repair, Resurfacing, Sealing, and Marking IDIQ as originally awarded by County Council in the regular session of January 24, 2017. There have been two (2) prior change orders, making the current beginning contract value \$281,602.60.

FINANCIAL IMPACT:

This project will utilize available PARC grant funds and matching local cost share as follows:

<u>PARC Project Number</u>	<u>Phase</u>	<u>State Share</u>	<u>Local Share</u>	<u>Phase Total</u>
2017147	1	\$ 51,427.17	\$ 12,856.79	\$ 64,283.96
2017147	2	\$ 3,132.83	\$ 783.21	\$ 3,916.04
	TOTAL	\$ 54,560.00	\$ 13,640.00	\$ 68,200.00

Charges will be accumulated in the Project G/L Account, 99335.579 50705 which will include the necessary County matching funds. The project is fully funded. The project estimate is \$68,201.00.

OPTIONS:

- 1) Approve Change Order #3 to IDIQ Contract 16-099, to Coastal Asphalt LLC in the amount of \$68,201.00 for construction of a PARC sponsored walking path at Annie Village Park; OR
- 2) Decline to approve.

STAFF RECOMMENDATIONS:

The Parks and Recreation Department has worked with the SC Department of Parks, Recreation

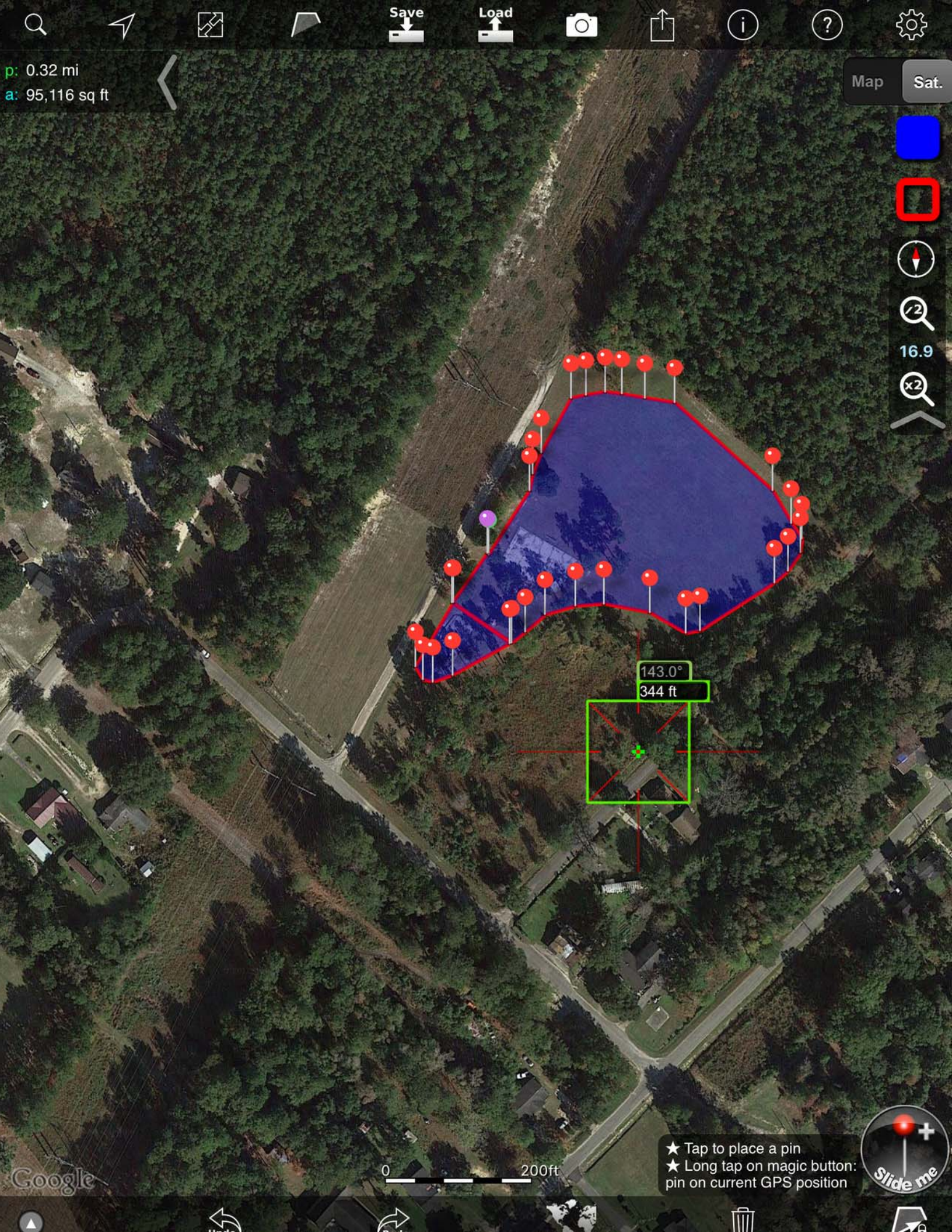
and Tourism to acquire funds, and with Coastal Asphalt LLC to establish the specifications and requirements, to add the walking park for the enhancement of Annie Village Park. Staff recommends approval.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Project Layout Aerial	Backup Material
▣ PARD Grant Documentation	Backup Material
▣ PROPOSED Contract #16-099, Change Order 3	Backup Material
▣ DRAFT Purchase Order 2017-00000657	Backup Material



p: 0.32 mi
a: 95,116 sq ft

Map Sat.

16.9
x2

143.0°
344 ft

Google

0 200ft

★ Tap to place a pin
★ Long tap on magic button:
pin on current GPS position



**STATE OF SOUTH CAROLINA
DEPARTMENT OF PARKS, RECREATION AND TOURISM
PARK AND RECREATION DEVELOPMENT FUND
PROJECT AGREEMENT**

PROJECT NUMBER: 2017147

PROJECT NAME: Annie Village Recreational Trail - Phase 1

PROJECT SPONSOR: Georgetown County Parks & Recreation

PERIOD COVERED BY THIS AGREEMENT: May 24, 2017 to May 24, 2037

PROJECT SCOPE (Describe in detail in the project file, but is summarized as follows):

Construct a new asphalt walking trail.

BILLING PERIOD

The project sponsor must submit billing for at least the amount indicated within the designated period(s):

\$64,283.96 By May 31, 2019

PROJECT COST

State Share	\$51,427.17
Local Share	\$12,856.79
Total Cost	\$64,283.96

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PARKS, RECREATION AND TOURISM
PARK AND RECREATION DEVELOPMENT FUND
PROJECT AGREEMENT**

PROJECT NUMBER: 2017148

PROJECT NAME: Annie Villiage Recreational Trail - Phase 2

PROJECT SPONSOR: Georgetown County Parks & Recreation

PERIOD COVERED BY THIS AGREEMENT: May 24, 2017 to May 24, 2022

PROJECT SCOPE (Describe in detail in the project file, but is summarized as follows):

Construct a new asphalt walking trail, (In conjunction with phase 1 #2017147)

BILLING PERIOD

The project sponsor must submit billing for at least the amount indicated within the designated period(s):

\$3,916.04 By May 31, 2019

PROJECT COST

State Share	\$3,132.83
Local Share	\$783.21
Total Cost	\$3,916.04



Georgetown County, South Carolina
Execution of Contract Change or Adjustment

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

Contract #	Sequence #	Amendment #
16-099	3	
Project #	GL Account	Purchase Order
Annie Village Park	99335.579 50705	TBD
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$281,602.60	\$68,201.00	\$349,803.60

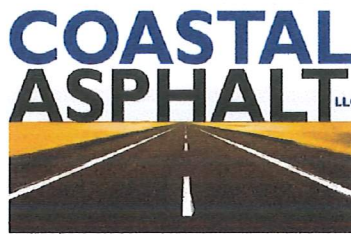
Administration Use ONLY		
	Signature	Date
Budget Verified:		06/09/17
Change Originator:		

Consultant Name:	Coastal Asphalt, LLC
Contract Title:	Non-Engineered Road Repair, Resurfacing, Sealing & Marking (IDIQ)
Task Order Name:	Annie Village Community Park: Walking Trail Project
Scope of Work:	Establish a walking trail at Annie Village Park, consistent with those located at other community parks within the County, based on the specifications in the estimate attached.
List Authorized Sub-Consultants:	n/a
Deliverables:	Per Estimate #3035 as attached.
Justification for Change:	In 2015 County Council officially standardized the amenities to be provided in each of the county's rural community parks. The amenities include a walking trail. A walking trail at Annie Village is the last remaining amenity required to complete the standardization project.
Start Date: 06-05-2017	Completion Date: 7/31/2017

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 will 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, SC Signatures: <u>Beth Goodale (via E-Mail)</u> <u>06/08/27</u> <div style="text-align: right;">Date</div> Beth Goodale Director of Parks & Recreation	Coastal Asphalt, LLC <u>Digital, as attached</u> <u>02/16/17</u> <div style="text-align: right;">(Signature) Date</div>
<u>Johnny Morant, Chairman</u> <u>06/27/17</u> <div style="text-align: right;">Georgetown County Council Date</div>	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 <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.

Coastal Asphalt LLC
2142 Winburn Street
Conway SC 29527



Estimate

Fax #	843-397-1888
Phone #	843-397-7325

Date	Estimate #
2/16/2017	3035

Name / Address	Project Name
Georgetown County Department of Public Services Public Works Division 2236 Browns Ferry Road Georgetown, SC 29440	Annie Village Walk Trail Attn: Beth Goodale
	Project Manager

Coastal Asphalt, LLC, subject to Terms and Conditions attached hereto and hereinafter stated, proposes to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at the above stated location or address. Bond is not included.

Description	Qty	Rate	Units	Total
Mobilization	1	6,500.00	LS	6,500.00
Cut 8" of material and stockpile on site	350	39.50	CY	13,825.00
Place and Compact 6.0" Stone Base	525	45.00	Ton	23,625.00
Fine Grade Stone Base	1,584	1.50	SY	2,376.00
Place and Compact 2" Asphalt Surface Course	155	125.00	Ton	19,375.00
Hydroseed	1	2,500.00	LS	2,500.00
-This price is based on the SCDOT Monthly Asphalt Index Price for February 2017 of \$359.96 per TON. If the Asphalt Cement price fluctuates from the Index Price during the performance of our work Coastal Asphalt reserves the right to adjust the stated prices with the SCDOT Asphalt Binder Index at the time of installation. www.scdot.org/doing/monthlyindexes.asp Since there are no soil borings available, this price is based on the assumption that all materials on site are suitable for construction purposes.		0.00		0.00

This project is based on ONE mobilization.
Not responsible for drainage on areas with < 1% fall.

Total \$68,201.00

Payment in full, less retainage, for all work performed hereunder shall be due upon completion. It is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated prices on the actual quantities of work performed by COASTAL ASPHALT, LLC, as determined by field measurements upon completion. This proposal expires 30 days from hereof, but may be accepted at a later date at the sole option of COASTAL ASPHALT, LLC.
ACCEPTANCE OF THE PROPOSAL: The price, Terms and Conditions attached hereto and hereinbefore stated or attached are accepted, COASTAL ASPHALT, LLC is authorized to do the work as specified and payment will be met as set out herein.

DATE OF ACCEPTANCE: _____

ACCEPTED BY: _____

Kyle Prufer

From: Beth Goodale
Sent: Wednesday, May 31, 2017 2:33 PM
To: Kyle Prufer
Subject: FW: Estimate 3035 - Annie Village Walking Trail
Attachments: Est_3035_from_Coastal_Asphalt_LLC_19356.pdf; Annie Village Walk Trail Approx Layout.png

From: Lee Harrelson [<mailto:lee@coastalasphalt.com>]
Sent: Thursday, February 16, 2017 11:18 AM
To: Beth Goodale <bgoodale@gtcounty.org>
Cc: 'Chris Jones' <Chrisj@coastalasphal LLC.com>; lee@coastalasphalt.com
Subject: FW: Estimate 3035 - Annie Village Walking Trail

Dear Beth,

Please review the attached estimate. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

R. Lee Harrelson, Jr.
Chief Operating Officer
Coastal Asphalt LLC
843-250-1467 - Mobile
843-397-7325 - Office
843-397-1888 - Fax
www.coastalasphalt.com
Lee@coastalasphalt.com



**Bill To**

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

Ship To

ANNIE VILLAGE COMMUNITY PARK
Georgetown County Parks & Recreation
367 Genesis Road
GEORGETOWN, SC 29440

Purchase Order

No. 2017-00000657

06/13/17

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

Vendor 1128758 COASTAL ASPHALT LLC**Contact**

COASTAL ASPHALT LLC
ATTN: Terri Alford
2142 Winburn Street
Conway, SC 29527

Deliver by 07/31/17
Ship Via INST
Freight Terms SITEWORK
Originator Kyle Prufer
Resolution Number Contract 16-099, C/O #3
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
68201.0000	\$/US	PARD Parks Improvement		\$1.0000	\$68,201.00
<i>Item Description</i> Annie Village Community Park: Walking Trail Project					
<i>Detail Description</i> per specifications & requirements in Contract #16-099, Change Order 03 as attached hereto by addendum.					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
99335.579-50705 (Improvements)					100.00%

Level 3 **Level Description** Purchasing **Date** 6/13/2017 **Approval User** Kyle Prufer

Subtotal \$68,201.00
Sales Tax \$0.00
Total Due \$68,201.00

DRAFT

SIGNATURE

SIGNATURE

Special Instructions

THIS PURCHASE ORDER IS REFERENCED BY THE ATTACHED DOCUMENT AS AN ADDENDUM.

EMAIL TO: _____

COMPANY: _____

FROM: Georgetown County, SC Purchasing Office

Phone: (843)545-3083 - FAX: (843)545-3500 - E-Mail: purch@gtcounty.org

Item Number: 6.c
Meeting Date: 6/27/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Approval for Volunteer Water Quality Monitoring Program with Coastal Carolina University

CURRENT STATUS:

Each year the County partners with Coastal Carolina University (CCU) who provides laboratory and water quality monitoring services. This agreement will be for the term of July 1, 2017 through June 30, 2018.

POINTS TO CONSIDER:

1. This agreement is made as a cooperative between two (2) political sub-divisions of the State of South Carolina under the County's procurement ordinance.
2. County Council's approval is required for agreements whose total is \$50,000 or above.

FINANCIAL IMPACT:

This request is fully funded in 504.901 50457, Storm Water Non-Departmental Water Quality.

OPTIONS:

1. Approve the agreement with CCU to provide the Volunteer Water Quality Monitoring Program for 07/01/2017 through 06/30/2018 for a total cost of \$52,528.00; OR
2. Decline approval.

STAFF RECOMMENDATIONS:

The Georgetown County Department of Public Services and the Storm Water Division have a successful history of partnering with CCU for water quality and laboratory Services. The department and County administration recommend approval.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
1) Scope of Work Agreement No. SOW-WWA-GC-VM-0717	Backup Material

**Scope of Work
Between
Georgetown County
and
Coastal Carolina University**

SCOPE OF WORK AGREEMENT NO: SOW-WWA-GC-VM-0717

COOPERATIVE AGREEMENT NO: CA-GC-0717

EFFECTIVE DATES: July 1, 2017 – June 30, 2018

Project Title: Waccamaw Watershed Academy
Volunteer Water Quality Monitoring Program

Principal Investigator: Dr. Susan Libes
Burroughs and Chapin Center for Marine and Wetland Studies
Coastal Carolina University
PO Box 261954
Conway, SC 29528
843-349-4028
susan@coastal.edu

Georgetown County: Tracy Jones, Stormwater Division Manager
Georgetown County Government Offices
120 Broad Street
Georgetown, SC 29440

A. Scope of Work:

This scope of work is for the Waccamaw Watershed Academy to conduct a volunteer monitoring program on behalf of Georgetown County. In 2017-2018, seven sites will be monitored in Georgetown County: three on the Waccamaw River and four in Murrells Inlet. These seven sites will be monitored bi-weekly by the volunteers for: 1) Dissolved Oxygen, 2) Temperature, 3) Conductivity, 4) pH, 5) Turbidity, 6) Nitrate+Nitrite, 7) Ammonia and 8) E. coli bacteria. The field leader responsible for coordinating the volunteers who will be sampling at the river sites will be the Waccamaw Riverkeeper. The field leader responsible for coordinating the volunteers who will be sampling at the Murrells Inlet sites will be a representative provided by MI 2020. Validated data will be presented online at a public website within two weeks of data receipt. Other deliverables include: 1) printing of program business cards, 2) enhancements to the program's website (<http://www.coastal.edu/wwa/vm/>), and 3) an annual report in a format that can be submitted to SC DHEC for annual NPDES Phase II Stormwater Program reporting.

B. Schedule

The Scope of Work Agreement is for a one year period beginning July 1, 2017 and ending June 30, 2018.

C. Budget

As outlined above, there will be seven sites monitored bi-weekly. The cost per site is \$7,504 for a total of \$52,528.

D. Billing

Georgetown County will be invoiced \$52,528 upon signing of this contract. Additional related samples and analysis may be requested at additional cost to Georgetown County.

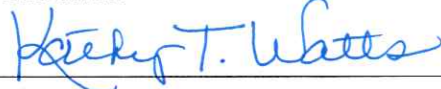
FOR COASTAL CAROLINA UNIVERSITY

Signature: 

Date: 04.20.2017

Name: Dr. David A. DeCenzo

Title: President

Witness: 

FOR GEORGETOWN COUNTY

Signature: 

Date: _____

Name: _____

Title: _____

Witness: _____



Item Number: 6.d
Meeting Date: 6/27/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Motorola Solutions® Maintenance and Support Agreement 923 (FY18)

CURRENT STATUS:

The existing maintenance and support agreement with Motorola Solutions® officially ends on June 30, 2016. Terms and equipment coverage have been verified and validated by both sides as needed to extend the agreement from 7/1/2017 until 6/30/2018.

POINTS TO CONSIDER:

- 1) Motorola Solutions® is the Original Equipment Manufacturer (OEM) provider for continued maintenance and support for County owned equipment. Specifically this includes the AirMobile™, NetRMS, Offendertrak™, PremierCAD™, and PremierMDC™ systems.
- 2) Motorola updated various "in-service" components and quantities.
- 3) The final version of the proposal is attached and has been reviewed by all departments. The resulting contract cost for the County's portion is \$99,522.00, which is an increase of \$2,576.00 from the previous year.
- 4) While the maintenance agreement reads as a "5-Year Term", the County will pay annually for the appropriate fiscal year. The commitment to a longer term agreement provides cost reduction benefits.

FINANCIAL IMPACT:

The resulting maintenance and support agreement will be fully funded in FY17-18 using funds identified in the proposed budget:

Motorola FY17-18 Total \$ 99,522.00	<u>User</u>
060.205 50406 69.03% \$ 68,699.04	GC Sheriff's Office
060.207 50406 12.97% \$ 12,909.00	GC Detention Center
010.411 50406 4.50% \$ 4,478.49	County District 1 EMS
010.904 50406 4.50% \$ 4,478.49	Midway District 2 EMS
020.999 50406 4.50% \$ 4,478.49	County District 1 FIRE
022.903 50406 4.50% \$ 4,478.49	Midway District 2 FIRE

(The \$10,157.00 portion designated as "Invoice 2" will be billed to and paid by the City of Georgetown.)

OPTIONS:

1) Authorize and execute the Motorola Solutions® Maintenance and Support Agreement 923 in accordance with the agreed upon coverage, terms and fees necessary to continue uninterrupted coverage for FY17-18 at a cost to the County of \$99,522.00 plus the appropriate 7% sales tax;
OR

2) Discontinue maintenance and support on all provided systems.

STAFF RECOMMENDATIONS:

The Motorola Solutions® Maintenance and Support Agreement 923 coverage is essential for continuous failsafe communication operation, and staff's recommendation is to extend the agreement. The agreement received a review by Finance, and Georgetown County Sheriff's Office who oversees 911/Communications.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▫ Extension to Maintenance & Support Agreement: 923	Backup Material



March 13, 2017

Sabrina Player
Georgetown County
129 Screven Street, Room 111
Georgetown, SC 29442

RE: Maintenance and Support Agreement 923
Product: PremierOne CAD™, PremierOne Mobile™, PremierOne Records™ and
Offendertrak™

Dear Sabrina Player:

Enclosed is the Motorola's Maintenance and Support Agreement as referenced above. This Agreement will provide Georgetown County ("Customer/Buyer") maintenance support services for a period from **07/01/17** to **06/30/22** pursuant to the offer, terms and conditions as specified herein the Maintenance and Support Agreement (hereinafter "Agreement").

Please return one (1) fully executed copy by faxing it to my attention at 847-761-4989 or by e-mailing it to tanyamansell@motorolasolutions.com on or before **07/01/17**. Failure to submit this agreement on or before **07/01/17** will result in a lapse in maintenance, which may be subject to a 10% recertification and reimplementation fee.

This order becomes the exclusive agreement between the parties for maintenance services, subject to the terms and conditions hereof, when accepted by acknowledgement or payment made by buyer per Seller's invoice for services or upon the acceptance of services or commencement of performance by Motorola. Additional or different terms proposed by Buyer may be applied if accepted in writing by Motorola. No change in, modification of, or revision to this order shall be valid unless in writing and signed by Motorola and Customer.

Notwithstanding anything to the contrary, the attached Agreement for Maintenance Services shall govern this offer and no subsequent terms and conditions shall apply.

Motorola Solutions appreciates your continued support. If you have any questions or need further clarification, please contact me directly at 949-716-8884 or by e-mail.

Sincerely,

Tanya Mansell

Tanya Mansell
Customer Service Manager
Motorola Solutions, Inc.
Enclosure

Maintenance and Support Agreement

Motorola Solutions, Inc., a Delaware corporation ("Motorola") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021, and Georgetown County ("Customer"), having a place of business located at 129 Screven Street, Room 111, Georgetown, SC 29442, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the maintenance and support services as described below and in the attached exhibits. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A "Covered Products, Support Options and Pricing"
Exhibit B "Customer Support Plan"
Exhibit C "Labor Rates"

Section 2 DEFINITIONS

"CSR" means Motorola Solutions Customer Service Request System

"Equipment" means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

"Motorola" means Motorola Solutions, Inc., a Delaware corporation.

"Motorola Solutions Software" means Software that Motorola owns. The term includes Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases.

"Non-Motorola Solutions Software" means Software that a Third Party other than Motorola owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Principal Period of Maintenance" or "PPM" means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

"Patch" means a specific change to the Software that does not require a Release.

"Products" means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

"Releases" means an Update or Upgrade to the Motorola Software and are characterized as "On Demand Releases," "Cumulative Updates," "Supplemental Releases," "Standard Releases," or "Product Releases." The content and timing of Releases will be at Motorola's sole discretion.

A "Cumulative Update" is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates will be superseded by the next issued Cumulative Update.

A "Supplemental Release" is defined as an interim release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on the Customer's specific configuration, a Supplemental Release might not be applicable.

A "Standard Release" is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware

changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that is reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).

A "Product Release" is defined as a release of Motorola Software considered to be the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola's opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally.

On Demand Releases are identified by the fifth character of the five-character release number, shown here as underlined: "1.2.0.4.a," Cumulative Updates by the fourth digit: "1.2.0.4.a," Supplemental Releases are identified by the third digit: "1.2.0.4.a," Standard Releases by the second digit: "1.2.0.4.a," and Product Releases by the first digit: "1.2.0.4.a."

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

"Software" means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"Standard Business Hour" means a sixty (60) minute period of time starting at notification within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

"System" means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to the applicable system agreement between Customer and Motorola.

"Technical Support Services" means the remote telephonic support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

"Update" means an On Demand Release, Cumulative Update, Supplemental Release or Standard Release.

"Upgrade" means a Product Release.

Section 3 SCOPE AND TERM OF SERVICES

3.1. By executing this Agreement, Customer authorizes Motorola to proceed with its contract performance, and Customer affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. Customer does not need to issue a purchase order or other funding documentation in order to pay Motorola per Exhibit A Itemized Invoice Summary. Customer affirms funding has been encumbered for this order and will pay all proper invoices as received from Motorola solely against this Agreement

3.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is five (5) years, beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or requests an alternate term or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance and support period is renewed or (2) immediately when Customer acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Motorola's consent provided (a) Customer pays to Motorola the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Covered Products, Support Options and Pricing Exhibit.

3.6. Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1. Motorola will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Covered Products, Support Options and Pricing Exhibit. Any Technical Support Services that are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, Motorola will provide to Customer without additional license fees an available Cumulative Update, Supplemental, or Standard Release for Motorola's PremierOne Applications after receipt of a request from the Customer. The Customer must pay for any installation or other services and any necessary Equipment or third party software or training provided by Motorola in connection with Supplemental or Standard Releases. On Demands and Cumulative Updates are designed to be delivered remotely. Services for onsite delivery related to On Demands and Cumulative Updates as requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Motorola will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Motorola in connection with such Product Release. Motorola's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4 Along with maintenance Software Releases, Motorola will make available new purchasable products, features and modules which are separate and distinct from the mainstream PremierOne line of

Products. Newly released Products may have PremierOne as a pre-requisite and/or share some portion of the PremierOne code base. Customers are not entitled to these products, features and modules, or upgrades to them within this Maintenance and Support Agreement, if they have not purchased the required licenses.

3.6.5. As part of the Software development process Motorola makes every reasonable effort to lessen impact to customer operations. Any change to existing functionality is done after thorough review of customer feedback and with announcement of said change. When it's not technically feasible to meet a particular requirement Motorola will proactively communicate the changes. Beyond these efforts Motorola does not warrant that a Release will meet Customer's particular requirement, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Errors addressed as part of the Software Release will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, Motorola will make available services to integrate these capabilities and functions to the updated or upgraded version of the Software, which services may be fee based.

3.6.6. Motorola's responsibilities under this Agreement to provide Technical Support Services in accordance with the package selected by the customer and as further detailed in the statement of work, customer support plan, will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.6.7. Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release concerning the following Software: Customer Service Request, Case Management, Integration Framework, and Integration Framework Express.

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines. Other services may be available for an additional fee and will be addressed with an amendment to the Agreement.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use a UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems and performing System backup. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training (if available). The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist Motorola in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

3.10. Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work; however, subcontracting will not relieve Motorola of its duties under this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in Exhibit A Itemized Invoicing Summary. At the time of contract execution, Customer is committing to 5 years of Maintenance and Support for a total price of \$603,092. The term prices shown in Exhibit A Itemized Invoicing Summary will be invoiced annually in advance of the period of service. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within thirty (30) days after the date of each invoice; such payments will be in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Motorola's annual maintenance and support pricing for Motorola products increases each year 5% over the previous term's pricing. Third-party products will increase annually based on a current vendor supplied maintenance and support quote. In addition, if the Covered Products or Support Options change, the pricing will correspondingly change.

5.3. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.4 If Customer requests, Motorola may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.5 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Motorola. If such charges are imposed upon Motorola, Customer will reimburse Motorola upon receipt of proper documentation of such assessments.

5.6. If Customer is purchasing Services for multiple years, if the Pricing includes a multiyear discount, and if Customer terminates this Agreement before the expiration of the full Term, then Customer will pay to Motorola upon termination an early termination fee in an amount equal to the multiyear discount applicable to the three (3) years immediately preceding the early termination.

5.7. If Customer is purchasing Upgrade or similar Services where the annualized price is based on the fulfillment of a two-year payment cycle, if Customer terminates this service during a two-year cycle except for Motorola's default, and if the Upgrade for the two-year cycle has been implemented before the termination, then Customer will pay to Motorola upon termination an early termination fee in an amount equal to the balance of payments owed for the two-year cycle.

Section 6. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola Solutions total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages

recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA SOLUTIONS PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 7. DEFAULT/TERMINATION

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Motorola will immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information includes: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Motorola to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Motorola in connection with this Agreement that is required by law to be held confidential.

7.5 Any termination by Customer prior to the expiration of the multi-year term, for any reason other than Motorola default, will result in an early termination fee equal to the discount applied to the invoices for the multi-year term, which will be due and payable upon such early termination. Annual discounts, if any, for the multi-year term can be found on the Covered Products, Support Options and Pricing Exhibit.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

Customer: Georgetown County
Attn: Sabrina Player
129 Screven Street, Room 111
Georgetown, SC 29442

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre, Sr. Counsel, Legal, Corporate Communications & Government Affairs
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered Maintenance and Support Services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Illinois if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above:

MOTOROLA SOLUTIONS, INC.

GEORGETOWN



By: _____

By: _____

Name: Chris Carroll _____

Name: _____

Title: MSSSI Vice President and Director, Sales

Title: _____

Date: March 13, 2017 _____

Date: _____

Exhibit A

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 923 TERM: 07/01/17-06/30/22

CUSTOMER AGENCY	Georgetown Co	BILLING AGENCY	Georgetown Co
Address	129 Screven St., Room 111	Address	PO Drawer 421270
City, State, Zip	Georgetown, SC 29442	City, State, Zip	Georgetown, SC 29442-1270
Contact Name	Sabrina Player	Contact Name	Accounts Payable
Contact Title	Administrative Assistant	Contact Title	
Telephone Number	843-436-6035	Telephone Number	
Email Address	splayer@gtcounty.org	Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding prompt by product

Site Identification Numbers

Product Group	Site Identification Number	Phone Prompt
PremierOne CAD™	PSA2508_(CAD)	1
PremierOne Mobile™	PSA2508_(PMD)	3
PremierOne Records™	PSA2508_(RMS)	2
Offendertrak™	PSA2508_(OFF)	4

Standard Services Include:

Customer Support Plan	Virtual Private Network VPN Tool
Case Management 24x7	Software Releases, as defined
Technical Support 9x5	System Self Monitoring Tools (P1)
Third-party Vendor Coordination	Microsoft Embedded Maintenance
On-site Support (when applicable)	Access to Users Group Site

Georgetown County MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Full Term Fees
PremierOne Software				
PremierOne CAD™	P1 CAD Dispatch (CAD Client and Mapping)	24x7	7	\$179,842.00
	P1 CAD Dispatch (CAD Client)		5	
PremierOne Mobile™	P1 Mobile Client License		140	\$213,388.00
PremierOne Records™	Premier One Mobile Records Client		95	\$78,125.00
PremierOne Embedded 3 rd Party Software				
ESRI	ESRI ArcGIS Engine - Per Dispatch Client	24x7	7	Included
	ESRI ArcGIS Engine w/ Network Analyst Extension - Per Mobile MDT		140	
	ESRI ArcGIS Engine w/ Network Analyst Extension - Per Mobile MDT		22	
Legacy Software				
Offendertrak™	Offendertrak Per Bed License (751-1000)	24x7	212	\$71,330.00
	Bar Code Module License (1-250)		1	
	SAVIN (VINE) Interface		1	
TOTAL				\$542,685.00

THIRD-PARTY VENDOR SUPPORTED PRODUCTS

Vendor	Description	Vendor Service Level	Qty	Full Term Fees
Radio IP	Mult-IP - ADV Mobiles	24x7	149	\$68,480.00
	Mult-IP - IP Mobiles		149	
TOTAL				\$68,480.00

Georgetown City MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Full Term Fees
PremierOne Software				
PremierOne Mobile™	P1 Mobile Client License	24x7	22	\$33,530.00
	P1 Mobile Client License FO# 0953240060292 Warranty 8/1/16-7/31/17 Prorated Maintenance 8/1/17-6/30/18 (11 mos)		2	\$2,613.00
PremierOne Records™	Premier One Mobile Records Client		22	\$18,099.00
PremierOne Embedded 3 rd Party Software				
ESRI	ESRI ArcGIS Engine w/ Network Analyst Extension - Per Mobile MDT	24x7	22	Included
	ESRI ArcGIS Engine w/ Network Analyst Extension - Per Mobile MDT		2	Included
TOTAL				\$54,242.00

THIRD-PARTY VENDOR SUPPORTED PRODUCTS

Vendor	Description	Vendor Service Level	Qty	Full Term Fees
Radio IP	Mult-IP - ADV Mobiles	24x7	12	\$6,840.00
	Mult-IP - IP Mobiles		12	
	Mult-IP - ADV Mobiles		2	\$1,285.00
	Mult-IP - IP Mobiles FO# 0953240060292 Warranty 8/1/16-7/31/17 Prorated Maintenance 8/1/17-6/30/18 (11 mos)		2	
TOTAL				\$8,125.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT

923

TERM: 07/01/17-06/30/22

Optional Services Available:

24x7 Technical Support	Users Conference Advance Purchase**
Professional Services Upgrades*	On-site Support Dedicated Resource
Hardware Refresh*	GeoFile Services
Professional Services Consultation	Time and Materials
Professional Services Training	Lifecycle Services*

**Require Multi-year Agreement*

****USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS**

Users Conference Attendance (\$2,650 per Attendee) Includes:	Year	2017	Number Attendees	0
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- Registration fee
- Roundtrip travel for event (booked by Motorola)
- Hotel accommodations (booked by Customer Agency per Motorola website instructions)
- Ground Transportation (booked by Motorola)
- Daily meal allowance¹

¹ Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

OPTIONAL SUPPORT SERVICES

Service	Description	Qty	Full Term Fees
Service Level	24x7 Technical Support	1	Included
TOTAL			Included

COMBINED SUPPORT FEES SUMMARY

Product	Service Level	17-18 Term Fee	18-19 Term Fee	19-20 Term Fee	20-21 Term Fee	21-22 Term Fee	Full Term Fee
Motorola Solutions Software							
PremierOne CAD™	24x7	\$32,547.00	\$34,174.00	\$35,883.00	\$37,677.00	\$39,561.00	\$179,842.00
PremierOne Mobile™		\$45,144.00	\$47,420.00	\$49,791.00	\$52,281.00	\$54,895.00	\$249,531.00
PremierOne Records™		\$17,414.00	\$18,285.00	\$19,199.00	\$20,159.00	\$21,167.00	\$96,224.00
Offendertrak™		\$12,909.00	\$13,554.00	\$14,232.00	\$14,944.00	\$15,691.00	\$71,330.00
Motorola Solutions Subtotal		\$108,014.00	\$113,433.00	\$119,105.00	\$125,061.00	\$131,314.00	\$596,927.00
Less 10% Multi-System Discount		(\$10,802.00)	(\$11,341.00)	(\$11,913.00)	(\$12,507.00)	(\$13,132.00)	(\$59,695.00)
Less 2% Multi-Year Discount		(\$1,944.00)	(\$2,042.00)	(\$2,144.00)	(\$2,251.00)	(\$2,364.00)	(\$10,745.00)
Motorola Solutions Total		\$95,268.00	\$100,050.00	\$105,048.00	\$110,303.00	\$115,818.00	\$526,487.00
Third Party Vendor Software							
Radio IP Mult-IP	24x7	\$14,411.00	\$14,865.00	\$15,312.00	\$15,772.00	\$16,245.00	\$76,605.00
Radio IP Total		\$14,411.00	\$14,865.00	\$15,312.00	\$15,772.00	\$16,245.00	\$76,605.00
P1CAD, P1Mobile, P1Record, Offenterak Grand Total		\$109,679.00	\$114,915.00	\$120,360.00	\$126,075.00	\$132,063.00	\$603,092.00

Itemized Invoice Summary

Product	17-18 Term Fee	18-19 Term Fee	19-20 Term Fee	20-21 Term Fee	21-22 Term Fee	Full Term Fee
Invoice #1 – Georgetown County						
PremierOne CAD™ Software	\$32,547.00	\$34,174.00	\$35,883.00	\$37,677.00	\$39,561.00	\$179,842.00
PremierOne Mobile™ Software	\$38,618.00	\$40,549.00	\$42,576.00	\$44,705.00	\$46,940.00	\$213,388.00
PremierOne Records™ Software	\$14,139.00	\$14,846.00	\$15,588.00	\$16,367.00	\$17,185.00	\$78,125.00
Offendertrak™ Software	\$12,909.00	\$13,554.00	\$14,232.00	\$14,944.00	\$15,691.00	\$71,330.00
Radio IP Mult-IP Software	\$12,898.00	\$13,285.00	\$13,684.00	\$14,095.00	\$14,518.00	\$68,480.00
Georgetown County Invoice Subtotal	\$111,111.00	\$116,408.00	\$121,963.00	\$127,788.00	\$133,895.00	\$611,165.00
Less 10% Multi-System Discount	(\$9,821.00)	(\$10,311.00)	(\$10,829.00)	(\$11,370.00)	(\$11,938.00)	(\$54,269.00)
Less 2% Multi-Year Discount	(\$1,768.00)	(\$1,856.00)	(\$1,949.00)	(\$2,046.00)	(\$2,149.00)	(\$9,768.00)
Georgetown County Invoice Total	\$99,522.00	\$104,241.00	\$109,185.00	\$114,372.00	\$119,808.00	\$547,128.00
Invoice #2 – Georgetown City						
PremierOne Mobile™ Software	\$6,068.00	\$6,371.00	\$6,690.00	\$7,025.00	\$7,376.00	\$33,530.00
PremierOne Mobile™ Software Add-On	\$458.00	\$500.00	\$525.00	\$551.00	\$579.00	\$2,613.00
PremierOne Records™ Software	\$3,275.00	\$3,439.00	\$3,611.00	\$3,792.00	\$3,982.00	\$18,099.00
Radio IP Mult-IP Software	\$1,288.00	\$1,327.00	\$1,367.00	\$1,408.00	\$1,450.00	\$6,840.00
Radio IP Mult-IP Software Add-On	\$225.00	\$253.00	\$261.00	\$269.00	\$277.00	\$1,285.00
Georgetown City Subtotal	\$11,314.00	\$11,890.00	\$12,454.00	\$13,045.00	\$13,664.00	\$62,367.00
Less 10% Multi-System Discount	(\$981.00)	(\$1,030.00)	(\$1,084.00)	(\$1,137.00)	(\$1,194.00)	(\$5,426.00)
Less 2% Multi-Year Discount	(\$176.00)	(\$186.00)	(\$195.00)	(\$205.00)	(\$215.00)	(\$977.00)
Georgetown City Total	\$10,157.00	\$10,674.00	\$11,175.00	\$11,703.00	\$12,255.00	\$55,964.00
Georgetown Co & City Grand Total	\$109,679.00	\$114,915.00	\$120,360.00	\$126,075.00	\$132,063.00	\$603,092.00

Exhibit B
CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT 923

TERM: 07/01/17-06/30/22

CUSTOMER: Georgetown County

Introduction

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

I. Service Offerings

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

II. Accessing Customer Support

The Motorola Solutions System Support Center Operations

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola On-Line**
3. **Email Case Ticketing**

Option 1 - Call Motorola Solutions System Support Center

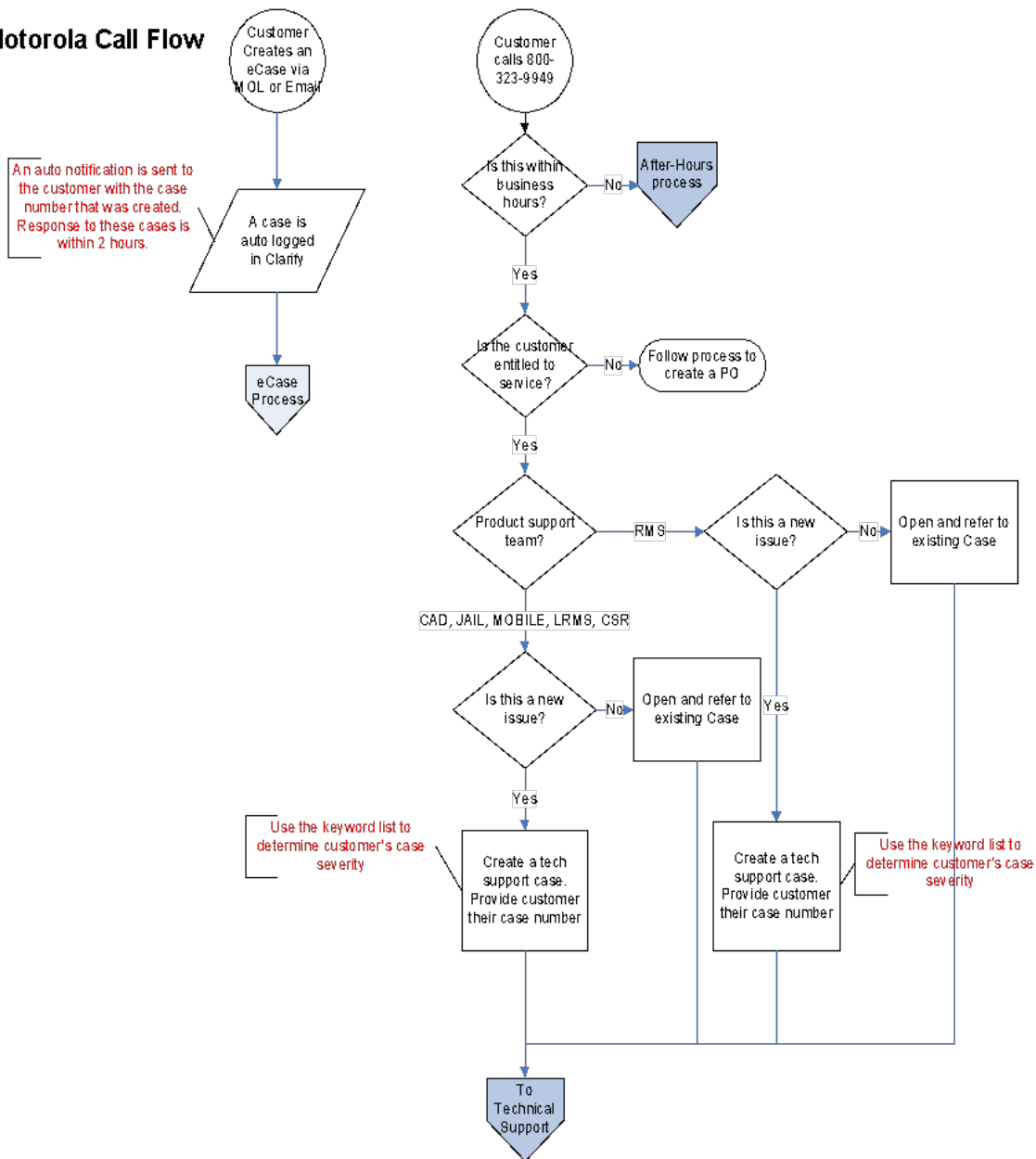
Call Motorola Solutions Toll free 800-323-9949

- Select from the auto attendant as follows:
 - **Option 2** – Technical Support of Infrastructure Products
 - Then select **Option 6** – Public Safety Applications
 - Next select the appropriate system type option
 1. CAD
 2. RMS, Records
 3. Mobile Applications
 4. Jail Management Systems
 5. Law Records (LRMS)
 6. Customer Service Request System (CSR)
 0. All Other Applications

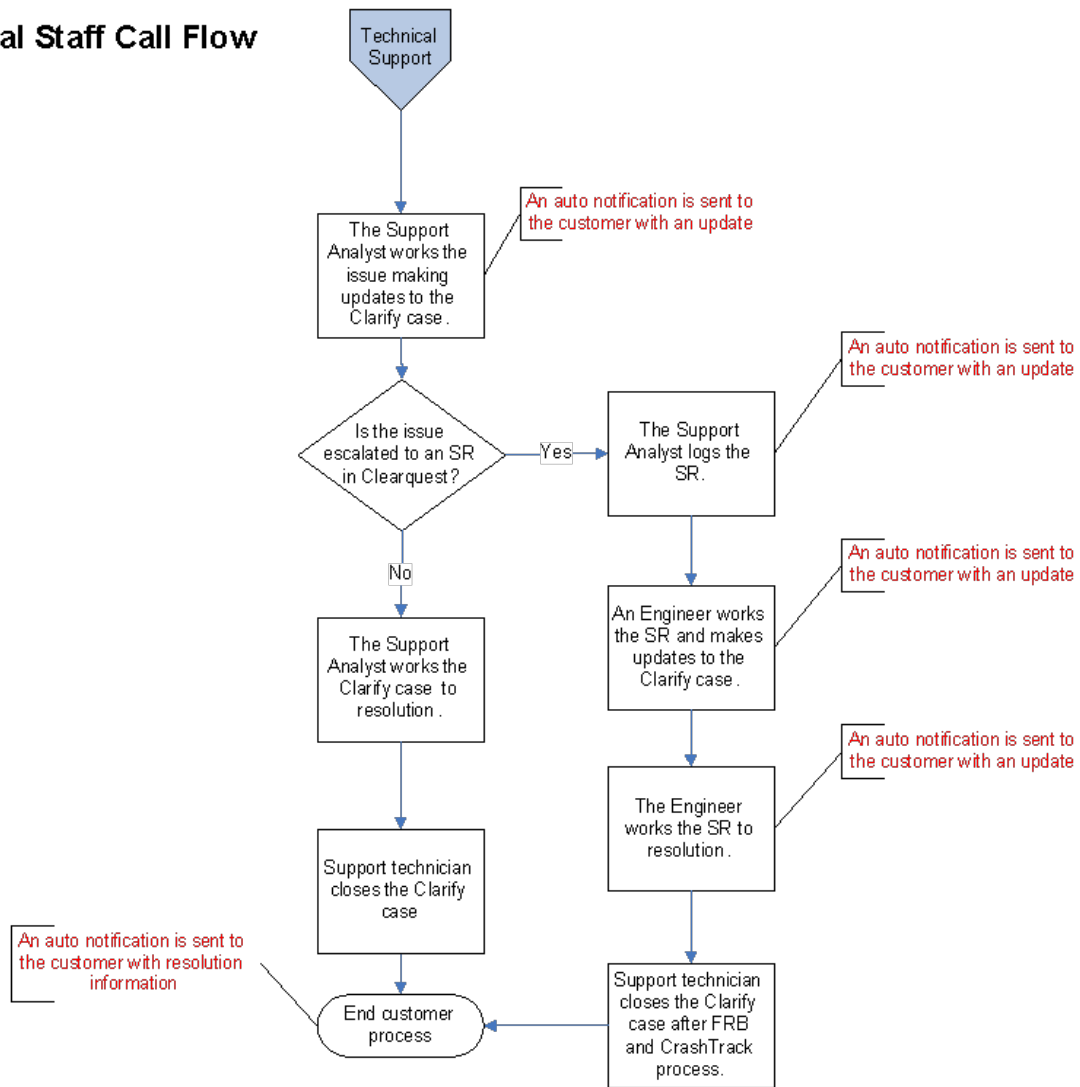
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.

Motorola Call Flow



Technical Staff Call Flow



How to Obtain Technical Support for Products

Action / Response	
Step 1. Call the Motorola Solutions System Support Center 1-800-323-9949 Step 2. Select option 2 (Technical Support) Step 3. Select option 6 (Public Safety Applications) Step 4. Select product specific option Step 5. Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)	
Step 6. Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address
Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	RESPONSE See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days
Step 8. Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure. To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure. To request case notifications, please contact your Support Manager.

Option 2 - Submit a ticket via eCase Management from Motorola On-Line


Motorola On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola Solutions On-Line Account

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorolasolutions.com> and follow the directions on the link for “[Sign Up Now.](#)”

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the “Additional Information” field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

Accessing the Technical Case Management web site


Once you have set up your agency’s Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorolasolutions.com with your user ID and password, click on the **Contact Us**  **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

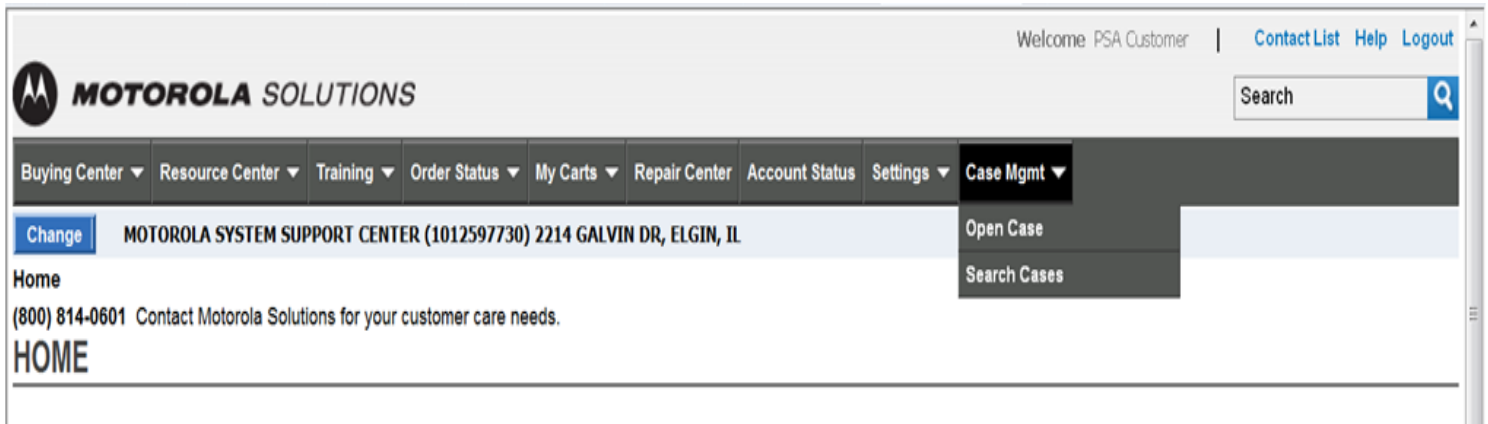
Primary Features of On-Line Technical Case Management

Motorola customers have three main functions available through Motorola On-Line to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

A. Open a New Case

- 1. Log into Motorola Solutions On-Line
- 2. Click on the “Case Mgmt”  Open Case




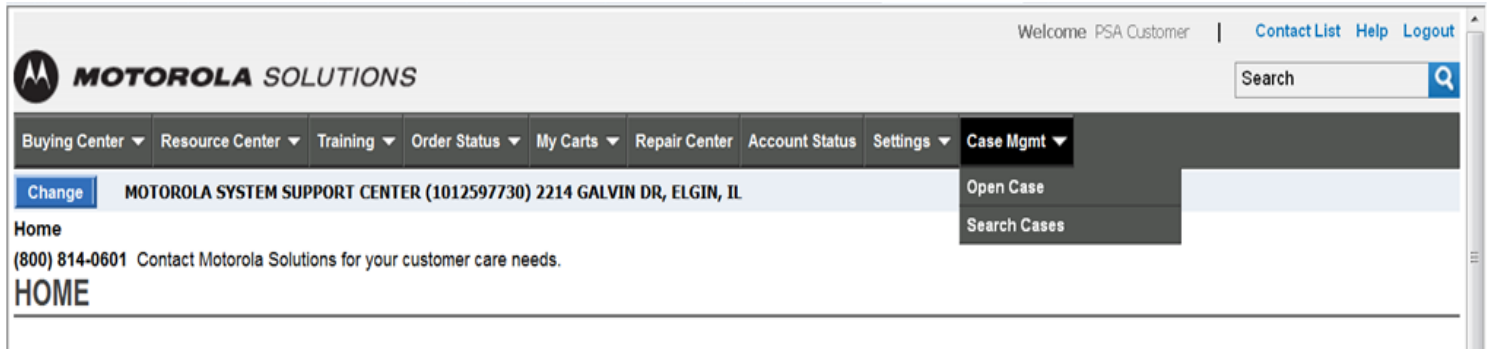
3. Select the Reason Code = **Technical Request** (and the page will automatically reload)
4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)

5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications** System
6. Fill in a detailed description of your issue
7. Click "Create Case"

8. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes “expand all” and “collapse all” buttons for case notes.

B. Search for an Existing Case

1. Log into Motorola On-Line
2. Click on the “Case Mgmt”  Search Case
3. *Enter the exact* case number or enter search criteria to find a range of tickets
4. Click “Got To” or “Search”



The screenshot shows the Motorola Solutions web interface. At the top, there is a navigation bar with the Motorola logo and the text "MOTOROLA SOLUTIONS". To the right of the logo, there is a search bar with the text "Search" and a magnifying glass icon. Below the navigation bar, there is a menu with several options: "Buying Center", "Resource Center", "Training", "Order Status", "My Carts", "Repair Center", "Account Status", "Settings", and "Case Mgmt". The "Case Mgmt" option is highlighted, and a dropdown menu is visible with two options: "Open Case" and "Search Cases". Below the menu, there is a section titled "HOME" with the text "(800) 814-0601 Contact Motorola Solutions for your customer care needs."

Go Directly to Case

Case Number:
(Please enter the exact case number.)

Go To

Enter Search Criteria

Case Number:
Title:
Type:
Condition:
☐
☒ 01 Sep 2002
To
06 Mar 2012

Reset

Search

C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the “Add Notes” button

Details for Case # 20000216

Title: TEST

Case Condition: Open
Customer name: TEST CUSTOMER
Case Status: Not Assigned
Issue Type: System Support
Case Source: Web
Contact Name: Test Test WebID
Contact Phone: 847 725-4902
Contact Email: test@test.comtest

System Site ID: MDT1130
System Site Name: Test Site as an example
Case System: IT
Case Type: Network Management

Expand/Collapse Buttons

Expand All Collapse All

Activity	Date/Time	Activity Summary
Create	12/31/2004 3:58:53 PM	*** Performed by contact: Please Specify, Status = Not Assigned
Notes	12/31/2004 3:59:53 PM	*** Performed by contact

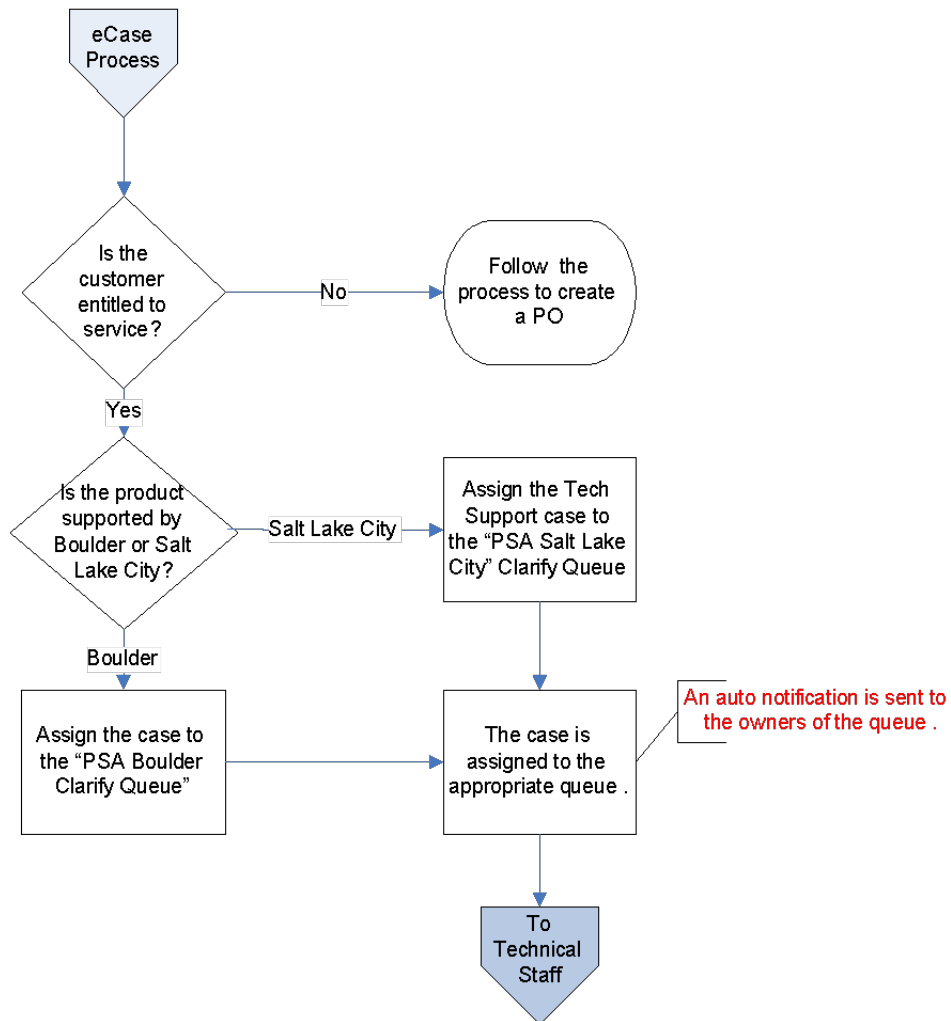
Previous Add Note Add Notes

Motorola Solutions On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola On-Line eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:
Browser: Internet Explorer 5.0 or greater
Valid MOL user ID and Password

Motorola On-line Flow



Option 3 - Submit a ticket via Email Case Management

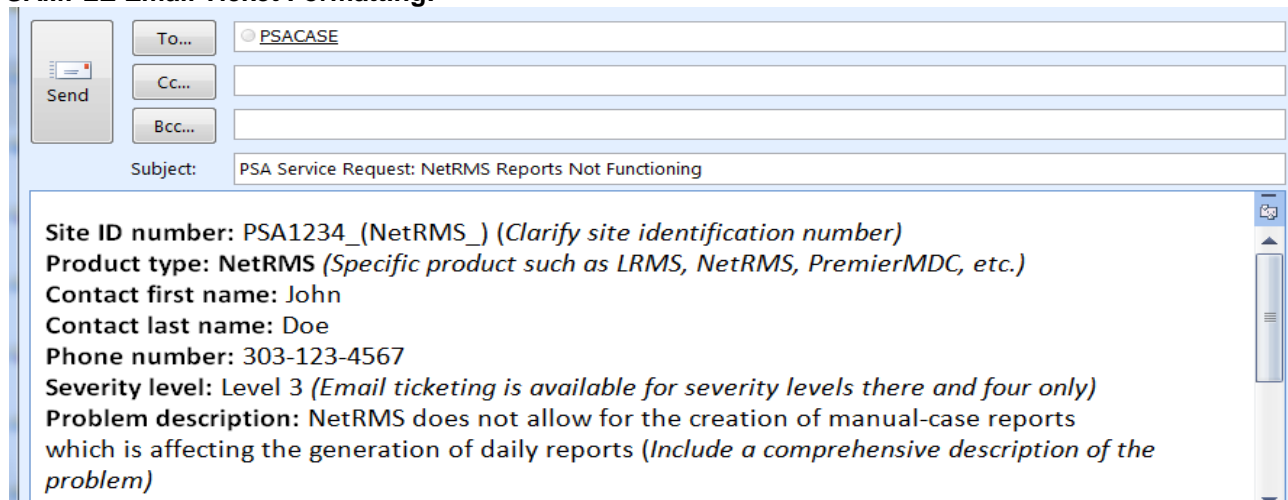
An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below:

1. Address your email to PSACASE@motorolasolutions.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID** = followed by the site identification number of the system location
4. Type **Product Type**= followed by the product family type. Choose from the following list:
 - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
 - CSR (CUSTOMER SERVICE REQUEST)
 - INFOTRAK, LRMS
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS (PMD, AIRMOBILE, TXMESSENGER)
 - NETRMS
5. Type **Contact First Name** = followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name** = followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number** = followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level** = followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description** = followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:



The screenshot shows an email composition window. On the left is a 'Send' button. To its right are fields for 'To...', 'Cc...', and 'Bcc...', with 'PSACASE' entered in the 'To...' field. Below these is a 'Subject:' field containing 'PSA Service Request: NetRMS Reports Not Functioning'. The main body of the email contains the following text:

Site ID number: PSA1234_(NetRMS_) (Clarify site identification number)
Product type: NetRMS (Specific product such as LRMS, NetRMS, PremierMDC, etc.)
Contact first name: John
Contact last name: Doe
Phone number: 303-123-4567
Severity level: Level 3 (Email ticketing is available for severity levels three and four only)
Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports (Include a comprehensive description of the problem)

III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

*Incoming cases are automatically assigned an initial **Severity Level** of **3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

- 3.1 **Reporting a Problem**. Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.
- 3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 **Error Correction Status Report**. Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

- 4.1.1 **Support on Motorola Software.** Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 **Motorola Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.
- 4.1.3 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 4.1.8 **Principle Period of Maintenance.** At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 **Compliance to Local, County, State and/or Federal Mandated Changes.** (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to NCIC and state interfaces are not part of the covered Services. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.
- 4.1.10 **Anti-virus Software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 **Account Reviews.** Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 **Reports.** Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 **Maintenance Contract Administration.** Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services

- On-site services
- Users Conference
- Professional Services

4.2 **Customer Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 4.2.3 **Escalate Appropriately.** Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit.
- 4.2.4 **Support on Hardware.** Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 4.2.5 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.6 **Anti-virus software.** Run installed anti-virus software.
- 4.2.7 **Operating System (“OS”) Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

Trouble Report Form

Agency Name:		Motorola Case Number:	
Contact Name:		E-mail Address:	
Contact Phone:		Contact Fax:	
Severity Level:		CAD Correction#:	
Subject:			
Product/Version:			
Problem Description:	Please ensure that the description provided is as detailed as possible. Including accurate details, helps Motorola to resolve the issue promptly and successfully. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.		
Steps to Duplicate:	Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.		
Step One:			
Step Two:			
Step Three:			
Step Four:			
Step Five:			
Step Six:			
Step Seven:			
Additional Steps:			
Expected Results:			
Actual Results:			
Configuration Checked:			

V. Customer Call Flow

To Be Provided By Customer

VI. Contact Information

Motorola Contacts

CONTACT	PHONE NUMBER
Motorola Solutions System Support Center	(800) 393-9949
Linda Hudson Senior Manager, Technical Support Linda.Hudson@motorolasolutions.com	(303) 527-4017 - office
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764 - office
Jeff Dolph Tier 1 - Technical Support Manager JeffDolph@motorolasolutions.com	(303) 527-4038 - office (303) 319-8935 - mobile
Wayne Parent Technical Support Lead – Records Applications Wayne.Parent@motorolasolutions.com	(801) 234-9971 - mobile
Tanya Mansell Customer Service Manager tanyamansell@motorolasolutions.com	(949) 716-8884 - office

Customer Contacts (to be provided by Customer)

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Email:
<u>Backup System Administrator Name:</u> Phone No: Email:
<u>Service Escalations Contact Name:</u> Title: Phone No: Email:

Exhibit C
LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT 923

TERM: 07/01/17-06/30/22

CUSTOMER: Georgetown County

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

Item Number: 6.e
Meeting Date: 6/27/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #17-043, Contractor for Repair of Garden City Beach Groins

CURRENT STATUS:

The Garden City Beach groin repair project's scope of work entails the repairs of the existing aluminum sheet pile groins and the armor stone rock groin from damage sustained during Hurricane Matthew in the Georgetown County section of the community. The project includes four (4) locations:

- Aluminum Groin #1 @ 2015 S. Waccamaw Drive;
- Aluminum Groin #2 @ 1961 S. Waccamaw Drive;
- Aluminum Groin #3 @ 1899 S. Waccamaw Drive; and
- Armor Stone Groin #4 @ 1845 S. Waccamaw Drive.

POINTS TO CONSIDER:

1) This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county website, and a direct postal and e-mail notification was sent to all known offerors. There were two (2) responses publicly opened and tabulated:

(a) Breakwater Contracting, Incorporated of Surfside Beach, SC at a project total of \$149,670.00; and

(b) Greenwall Construction Service, Incorporated of Myrtle Beach, SC at a project total of \$81,402.00.

2) A third offer from Intercoastal Marine, LLC of Castle Hayne, NC was refused upon delivery, as it arrived well after the published bid opening time.

3) A cost breakout by Schedule of Values is shown on the Owner's Bid Tabulation Summary Worksheet.

4) To minimize any impact to Garden City beaches, any work awarded would be scheduled to begin after the September 2017 Labor Day weekend.

FINANCIAL IMPACT:

Based upon County staff's discussion with the FEMA beach specialist, this project will be a FEMA small project, and eligible for a portion of the total to be paid through FEMA, including mitigation to the armor stone groin. The County is documenting Hurricane Matthew infrastructure repair costs in 99324.139 50411.

OPTIONS:

1) Award a construction contract to Greenwall Construction Service, Incorporated of Myrtle

Beach, SC for a lump sum project total of \$81,402.00;

OR

2) Decline to make an award.

STAFF RECOMMENDATIONS:

The Public Services Department and Capital Projects Division worked with a FEMA beach specialist and engineering consultant Jon Guerry Taylor and Associates to develop specifications and requirements to restore the beach groins to their original condition and function. Staff recommends award to Greenwall Construction Service, Incorporated of Myrtle Beach, SC for a lump sum project total of \$81,402.00.

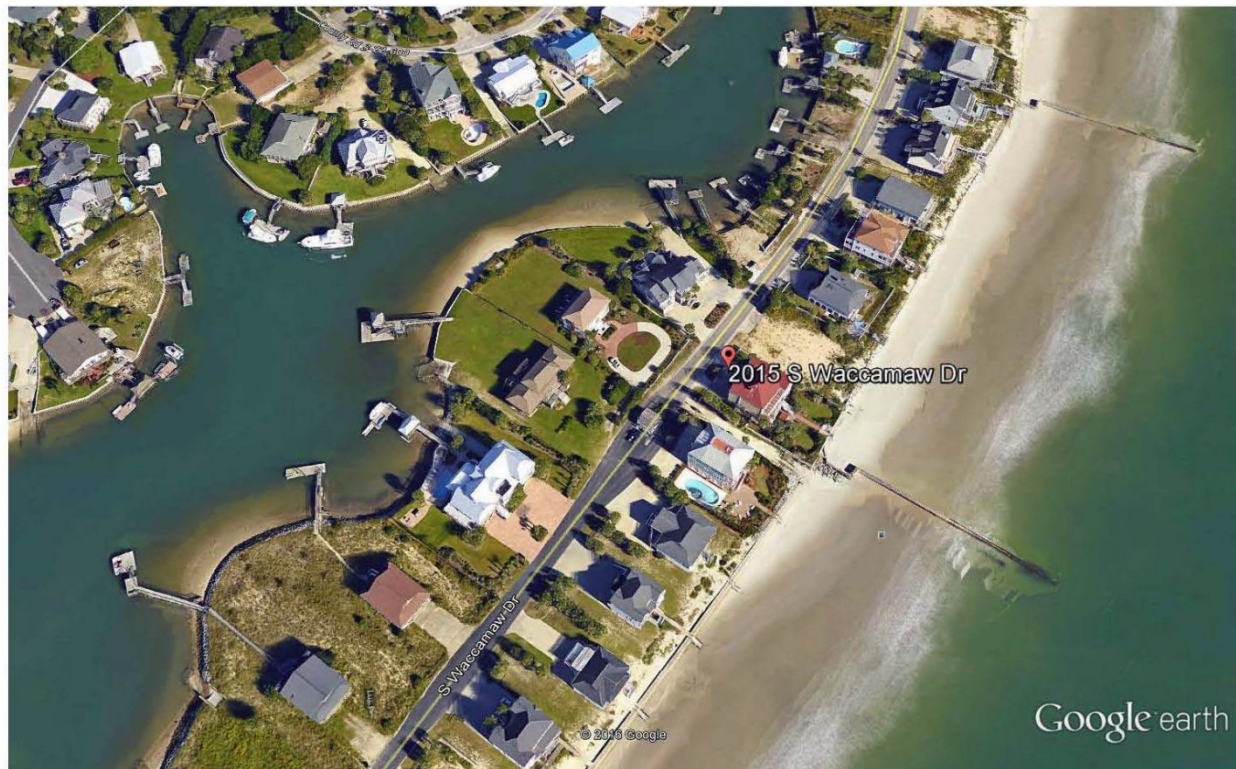
ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Project Location Aerial Photos	Backup Material
▣ Public Bid Opening Tabulation	Backup Material
▣ Owner's Bid Tabulation Summary Worksheet	Backup Material
▣ Recommendation from Mr. Funnye	Backup Material

SECTION 00020
Locations and Aerial Photos



Aluminum Groin #1: 2015 S Waccamaw Dr, Garden City Beach, SC
Top: Google Earth
Below: 2017 County GIS



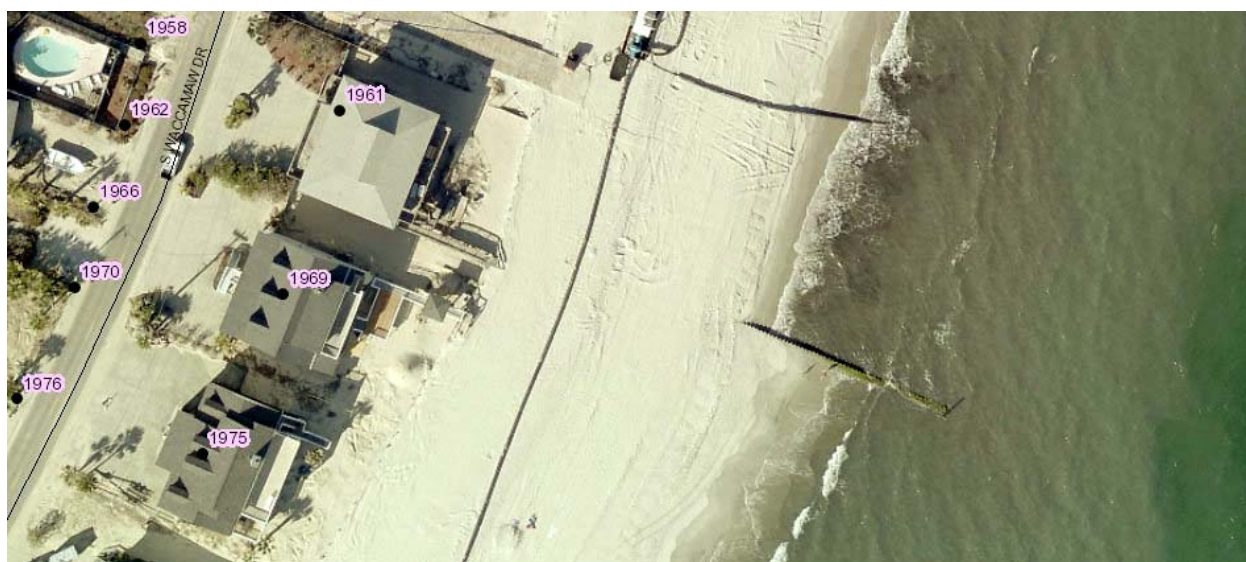


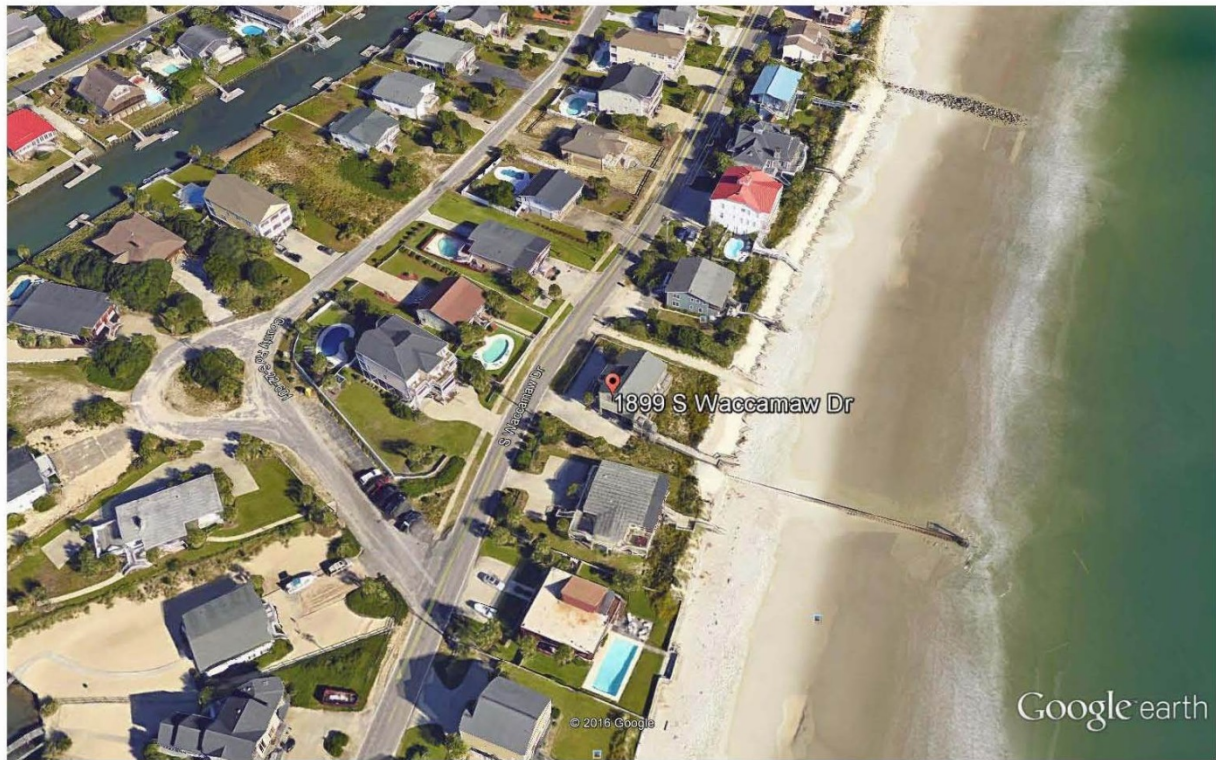
Google earth

feet 300
meters 90



Aluminum Groin #2: 1961 S Waccamaw Dr, Garden City Beach, SC
Top: Google Earth
Below: 2017 County GIS





Google earth

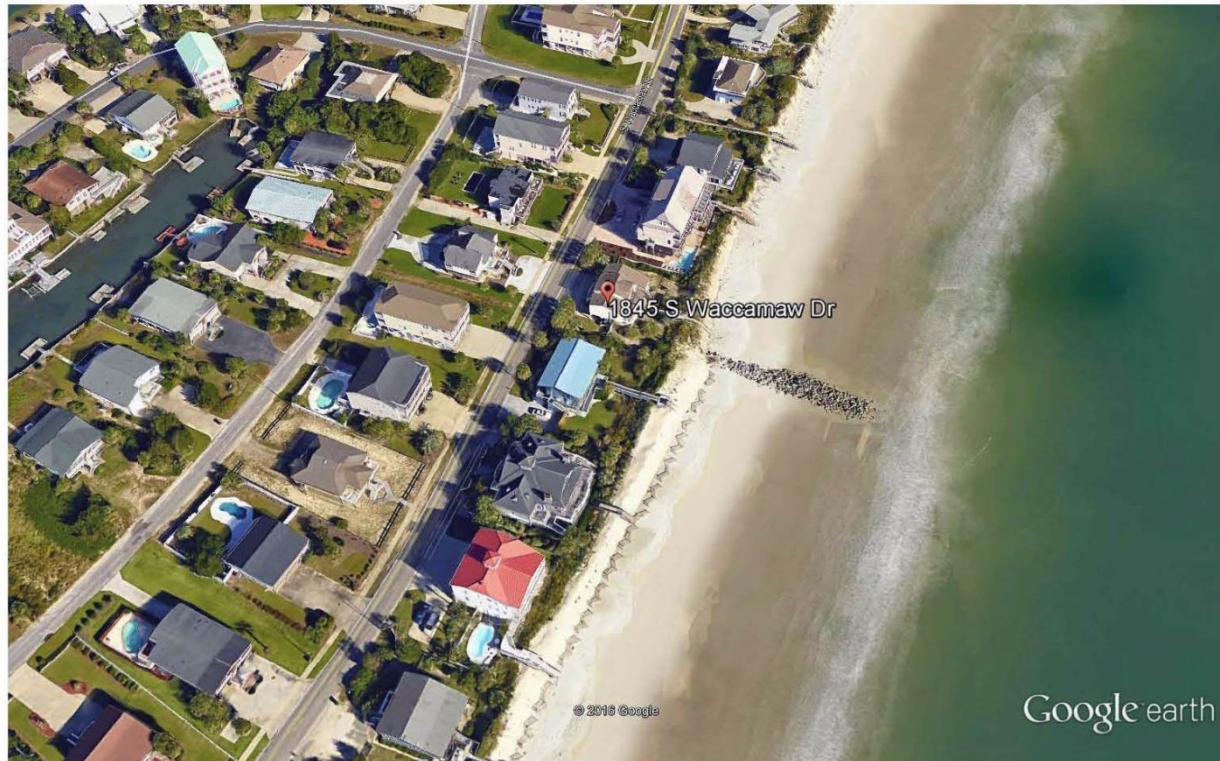
feet
meters

300
100



Aluminum Groin #3: 1899 S Waccamaw Dr, Garden City Beach, SC
 Top: Google Earth
 Below: 2017 County GIS

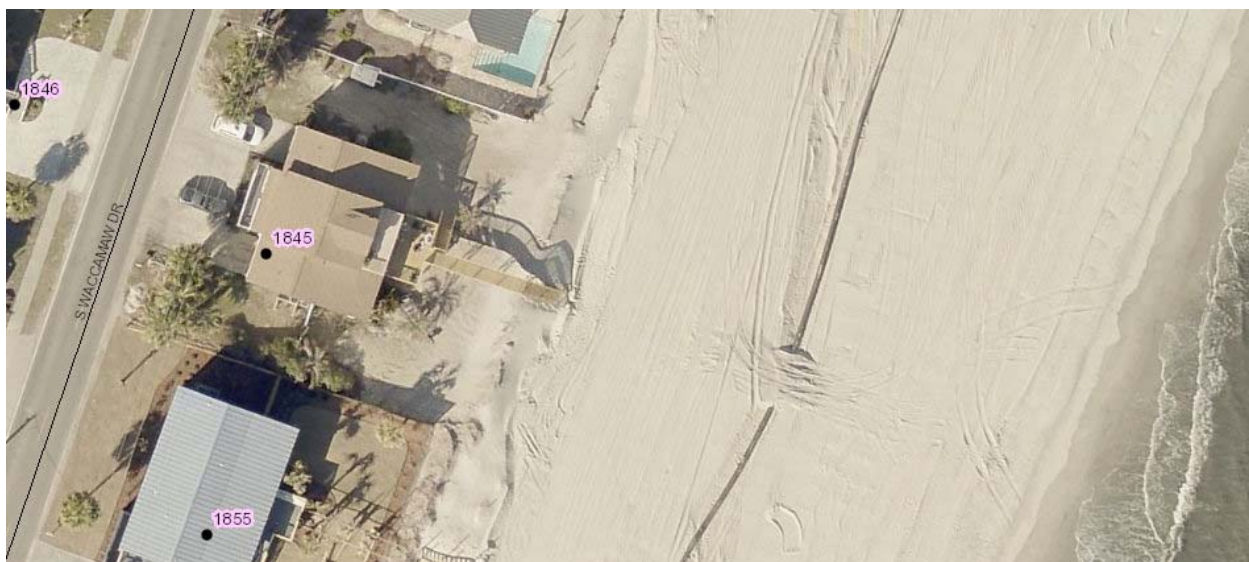




Armor Stone Groin #4: 1845 S Waccamaw Dr, Garden City Beach, SC

Top: Google Earth

Below: 2017 County GIS



END OF SECTION 00010



Public Bid Opening Tabulation
RFP #17-043, Contractor for Repair of Garden City Beach Groins
Wednesday, June 14, 2017 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>Total Base Bid</u> Page 22, Line 1	<u>Bid Bond Encl.</u>	<u>Comment</u>
Breakwater Contracting	149,670 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Greenwall Construction	81,402 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	74	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

A complete MS Excel summary worksheet will be on-line in approximately 24-hours.

OPENED BY: *[Signature]*

WITNESS: *[Signature]*

Bid No. 17-043, Contractor for Repair of Garden City Beach Groins				Breakwater Contracting		Greenwall Construction	
No.	Description	QTY	Unit	Unit Cost	Total Price	Unit Cost	Total Price
General							
1	Mobilization	1	LS	\$ 18,000.00	\$ 18,000.00	\$18,000.00	\$ 18,000.00
2	Tempoary Construction Safety Barricades	1	LS	\$ 24,300.00	\$ 24,300.00	\$ 2,100.00	\$ 2,100.00
Rock Groin Repairs							
2	Armor Stone Rock	110	Ton	\$ 375.00	\$ 41,250.00	\$ 281.00	\$ 30,910.00
3	Reshape existing stone groin as required: (Sta 0+00 to Sta 0+80)	1	LS	\$ 5,000.00	\$ 5,000.00	\$12,000.00	\$ 12,000.00
Aluminum Sheet Pile Groin Repairs							
4.A	Pressure Washing/Cleaning/Surface preparation	224	LF	\$ 10.00	\$ 2,240.00	\$ 15.00	\$ 3,360.00
4.B	Priming	224	LF	\$ 10.00	\$ 2,240.00	\$ 2.00	\$ 448.00
4.C	Polyethylene Backer	224	LF	\$ 10.00	\$ 2,240.00	\$ 2.00	\$ 448.00
4.D	Elastomeric Sealant/Adhesive	224	LF	\$ 50.00	\$ 11,200.00	\$ 21.00	\$ 4,704.00
4.E	Stainless Steel Tie-Rod Assembly	36	Each	\$ 1,200.00	\$ 43,200.00	\$ 262.00	\$ 9,432.00
				Total	\$ 149,670.00	Total	\$ 81,402.00
Bid Bond Enclosed:				YES		YES	

NOTE: An additional offer from Intercoastal Marine, LLC was delivered late by UPS Next Day Air and was refused.



Georgetown County

Department of Public Services

Phone: (843) 545-3325

Fax: (843) 545-3396

Memorandum

To: Kyle Prufer

From: Ray C. Funnye, Director

File No.: 316.16.2

Date: June 16, 2017

Re: Recommendation for Bid # 17-043 Repair of Garden City Beach Groins

A handwritten signature in blue ink, reading 'Ray C. Funnye'.

On June 14, 2017 Georgetown County Department of Public Services received two (2) bids for Bid # 17-043 Repair of Garden City Beach Groins. The scope of work includes the repair and/or replacement of components damaged by Hurricane Matthew.

Greenwall Construction submitted the lowest bid, in the amount of \$81,402.00.

It is noted that based upon discussions with the FEMA beach specialist this project will be a FEMA small project and eligible for a portion of the total to be paid through FEMA, including mitigation to the armor stone groin.

Based on the aforementioned, I hereby recommend that the award of Bid # 17-043 Repair of Garden City Beach Groins go to Greenwall Construction in the amount of \$81,402.00.

Item Number: 6.f
Meeting Date: 6/27/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Contract #13-010, Task Order 23: Civil Engineering Services for Drainage Improvements for Running Water Drive in Murrells Inlet, SC

CURRENT STATUS:

In the regular session of April 23, 2013, County Council awarded a Professional Services Agreement to Stantec Consulting Services, Inc. for Civil Engineering Services-IDIQ. Since this task order is above the \$50,000.00 County Administrator threshold, this task order must be approved by County Council.

POINTS TO CONSIDER:

- 1) The proposed drainage improvement is necessary for the sub watershed communities to drain to a positive outfall;
- 2) Stantec would be providing engineering services related to preparing Construction drawings and permits for the drainage improvement for the drainage improvements for Running Water Drive in Murrells Inlet;
- 3) The survey work has been completed by Thomas & Hutton under separate cover;
- 4) Stantec will prepare 35% Construction documents;
- 5) Upon completing the preliminary design, Stantec will prepare easement exhibits for the properties impacted by the proposed improvements;
- 6) Upon confirmation from Georgetown County that the easements are attainable for the proposed improvements, Stantec will proceed to issue final 100% construction documents.
- 7) Stantec will assist submittals for permitting.
- 8) Stantec will assist Georgetown County with bidding services.

FINANCIAL IMPACT:

This project will be funded using GL Account number 504.901-50705, and is fully funded.

Each addition to the IDIQ has been approved in accordance with the dollar amount for the identified item. The accumulative value of the contract if this request is approved will total \$756,242.00.

OPTIONS:

- 1) Approve Contract #13-010, Task Order 23 to Stantec Consulting Services, Inc. in the amount of \$55,600.00 for Drainage Improvements tp Running Water Drive in Murrells Inlet under the existing IDIQ Agreement for Professional Services; OR
- 2) Decline to approve the task order.

STAFF RECOMMENDATIONS:

The Public Services Department recommends approval of Task Order 23 to provide Civil

Engineering Services for Drainage Improvements for Running Water Drive in Murrells Inlet using the awarded IDIQ for Professional Services from Stantec Consulting Services, Inc.

ATTORNEY REVIEW:


No

ATTACHMENTS:

Description		Type
▣	PROPOSED Contract 13-010s, Task Order 23	Backup Material
▣	PROPOSED Contract 13-010s, Task Order 23	Backup Material


Georgetown County, South Carolina
Execution of Contract Change or Adjustment

Type of Change: <input type="checkbox"/> Change Order <input type="checkbox"/> Contract Amendment <input checked="" type="checkbox"/> Task Order <input type="checkbox"/> Other		
---	--	--

Contract #	Sequence #	Amendment #	Administration Use ONLY	
13-010s	23			
Project #	G/L Account	Purchase Order	Signature	Date
Running Water Dr Drainage Improv	504-901-50705	TBD		06-22-2017
Prior Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total	Change Originator	
\$ 700,642.00	\$55,600.00	\$ 756,242.00	<div style="border: 1px solid red; padding: 2px; display: inline-block;">Tracy D. Jones</div>	<div style="border: 1px solid red; padding: 2px; display: inline-block;">6-21-17</div>

Consultant Name:	Stantec Consultant Services, Inc.														
Contract Title:	Stormwater Engineering Consultant - Civil Engineering Services IDIQ														
Task Order Name:	Running Water Drainage Improvement Project														
Scope of Work:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Task I: Preliminary Design:</td> <td style="width: 30%; text-align: right;">\$11,500</td> </tr> <tr> <td>Task II: Easement Exhibits:</td> <td style="text-align: right;">\$2,500</td> </tr> <tr> <td>Task III: Final Design Documents:</td> <td style="text-align: right;">\$22,000</td> </tr> <tr> <td>Task IV: Permitting:</td> <td style="text-align: right;">\$5,700</td> </tr> <tr> <td>Task V: Bidding Services:</td> <td style="text-align: right;">\$5,400</td> </tr> <tr> <td>Task VI: CA/CO:</td> <td style="text-align: right;">\$8,500</td> </tr> <tr> <td colspan="2">Total: \$55,600</td> </tr> </table>	Task I: Preliminary Design:	\$11,500	Task II: Easement Exhibits:	\$2,500	Task III: Final Design Documents:	\$22,000	Task IV: Permitting:	\$5,700	Task V: Bidding Services:	\$5,400	Task VI: CA/CO:	\$8,500	Total: \$55,600	
Task I: Preliminary Design:	\$11,500														
Task II: Easement Exhibits:	\$2,500														
Task III: Final Design Documents:	\$22,000														
Task IV: Permitting:	\$5,700														
Task V: Bidding Services:	\$5,400														
Task VI: CA/CO:	\$8,500														
Total: \$55,600															
List Authorized Sub-Consultants:	N/A														
Deliverables:	Design, construction drawings, easements, and permits for the construction of drainage improvements along Running Water Drive														
Justification for Change:	Running Water Drive has drainage issues in need of improvement. Site visits, a public meeting, and surveys identified areas that can be improved to help runoff drain properly and safely for the community in and around Running Water Drive.														
Start Date: NTP	Completion Date: 180 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:		See attached document	
	6-22-17		
Ray C. Funnye Public Services Director	Date	Signature	Date
		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.	
Johnny Morant County Council Chairman	Date		



Stantec
4969 Centre Pointe Drive
Suite 200
N. Charleston, SC 29418-6952

May 16, 2017

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

Reference: Drainage Improvements for Running Water Drive, Murrells Inlet, SC

Dear Ms. Jones:

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to Georgetown County (County) for engineering services related to preparing Construction Drawings and Permits for "Drainage Improvements for Running Water R, Murrells Inlet, SC."

PROJECT UNDERSTANDING

A Survey of the rear lot drainage ditch for the lots along Running Water R was prepared by Thomas and Hutton. The ditch starts at the rear of Lot 1510 and turns to the south at lot 1584. From there the ditch runs along the median of Running Water Road and flows to the West until it discharges into a pond at the end of Running Water Road. This pond outfalls to a concrete headwall with an overflow control structure located on the east side of LaBruce Lane. From there water flows under LaBruce Lane to a tidally influenced tributary of Waccamaw River. Stantec will model the existing conditions and provide plan and profiles to improve the drainage along this route. Stantec will also identify any needed easements as part of this process.

SCOPE OF SERVICES/PROJECT APPROACH

1) Running Water Drainage Improvements

a) Preliminary Design (35% Construction Documents)

Stantec will prepare 35% design documents utilizing the survey data provided by Georgetown County from T&H. 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

Stantec assumes no wetlands are present and that during the 35% design stage and that Georgetown County will contact the USACOE - Conway District Office and request that they walk the site to confirm that no wetlands permit is required.



Reference: Drainage Improvements for Running Water R, Murrells Inlet, SC

b) 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.

c) 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. The 100% 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 front end specifications.

d) Permitting

Stantec will assist Georgetown County with submitting for the following permits:

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

Stantec assumes no wetlands are present and that during the 35% design stage Georgetown County will contact the USACOE - Conway District Office and request that they walk the site to confirm that no wetlands permit is required.

e) Bidding Services

Stantec will assist Georgetown County with bidding services. Bidding services will include the following:

- Preparation of Bid Documents to include Plans and Project Manual
- Attendance at one (1) Pre-Bid Meeting
- Responding to Request for Information (RFI's)



May 16, 2017
Ms. Tracy Jones
Page 3 of 4

Reference: Drainage Improvements for Running Water R, Murrells Inlet, SC

f) Construction Administration and Close-Out (CA/CO) Services

Upon award of the site package Stantec will provide the following CA/CO services:

- Review of shop drawings
- Respond to Request for Information (RFIs)
- Review As-Built Drawings (provided by the Contractor) for storm drainage.
- Stantec will visit the site three times during construction, kick-off meeting, 50% completion and substantial completion.
- 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 County will review pay applications. If this service is requested and/or additional meetings or site visits are required they will be billed hourly.
- Stantec also assumes that the County will provide the required SWPPP inspections for the project.

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 . Running Water Drainage Improvements	
a. Preliminary Design	\$ 11,500
b. Easement Exhibits	\$ 2,500
c. Final Design Documents	\$ 22,000
d. Permitting	\$ 5,700
e. Bidding Services	\$ 5,400
f. CA/CO	\$ 8,500

SCHEDULE

All work under this contract will be completed within 180 days of the Notice to Proceed.

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.

Design with community in mind



May 16, 2017
Ms. Tracy Jones
Page 4 of 4

Reference: Drainage Improvements for Running Water R, Murrells Inlet, SC

Sincerely,
STANTEC CONSULTING SERVICES INC

Bryan D. Kizer, PE
Senior Associate
bryan.kizer@stantec.com

Name: Mr. Ray Funnye
Title: County Engineer


Signature: _____

Date: _____
Approved by (Client)

Georgetown County, South Carolina
Execution of Contract Change or Adjustment


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

Contract #	Sequence #	Amendment #
13-010s	23	
Project #	G/L Account	Purchase Order
Running Water Dr Drainage Improv	504-901-50705	TBD
Prior Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$ 700,642.00	\$55,600.00	\$ 756,242.00

Administration Use ONLY		
	Signature	Date
Budget Verified:		06-22-2017
Change Originator	Tracy D. Jones	6-21-17

Consultant Name:	Stantec Consultant Services, Inc.
Contract Title:	Stormwater Engineering Consultant - Civil Engineering Services IDIQ
Task Order Name:	Running Water Drainage Improvement Project
Scope of Work:	Task I: Preliminary Design: \$11,500 Task II: Easement Exhibits: \$2,500 Task III: Final Design Documents: \$22,000 Task IV: Permitting: \$5,700 Task V: Bidding Services: \$5,400 Task VI: CA/CO: \$8,500 Total: \$55,600
List Authorized Sub-Consultants:	N/A
Deliverables:	Design, construction drawings, easements, and permits for the construction of drainage improvements along Running Water Drive
Justification for Change:	Running Water Drive has drainage issues in need of improvement. Site visits, a public meeting, and surveys identified areas that can be improved to help runoff drain properly and safely for the community in and around Running Water Drive.
Start Date: NTP	Completion Date: 180 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 _____ Johnny Morant County Council Chairman		6-22-17 _____ Date _____ Date	See attached document _____ Signature _____ Date 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.
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Suite 200
N. Charleston, SC 29418-6952

May 16, 2017

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Reference: Drainage Improvements for Running Water R, Murrells Inlet, SC

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d) Permitting

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- SCDHEC Bureau of Water, Coastal Division – NPDES coverage
- SCDHEC-OCRM – Coastal Zone Consistency (CZC)
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Stantec will assist Georgetown County with bidding services. Bidding services will include the following:

- Preparation of Bid Documents to include Plans and Project Manual
- Attendance at one (1) Pre-Bid Meeting
- Responding to Request for Information (RFI's)



May 16, 2017
Ms. Tracy Jones
Page 3 of 4

Reference: Drainage Improvements for Running Water R, Murrells Inlet, SC

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Upon award of the site package Stantec will provide the following CA/CO services:

- Review of shop drawings
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- Review As-Built Drawings (provided by the Contractor) for storm drainage.
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- 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 County will review pay applications. If this service is requested and/or additional meetings or site visits are required they will be billed hourly.
- Stantec also assumes that the County will provide the required SWPPP inspections for the project.

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 . Running Water Drainage Improvements	
a. Preliminary Design	\$ 11,500
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d. Permitting	\$ 5,700
e. Bidding Services	\$ 5,400
f. CA/CO	\$ 8,500

SCHEDULE

All work under this contract will be completed within 180 days of the Notice to Proceed.

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.

Design with community in mind



May 16, 2017
Ms. Tracy Jones
Page 4 of 4

Reference: Drainage Improvements for Running Water R, Murrells Inlet, SC

Sincerely,
STANTEC CONSULTING SERVICES INC

Bryan D. Kizer, PE
Senior Associate
bryan.kizer@stantec.com

Name: Mr. Ray Funnye
Title: County Engineer

Signature: _____

Date: _____
Approved by (Client)

Item Number: 6.g
Meeting Date: 6/27/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

Approval of Economic Development Grant Agreement and Acceptance of Grant Funding

CURRENT STATUS:

The SC Public Service Authority has awarded a grant in the amount of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars to Georgetown County. This funding is for the sole purpose of making infrastructure improvements at the proposed technology park located in the Authority's service territory at Pawleys Island.

POINTS TO CONSIDER:

This Economic Development Grant Agreement between the South Carolina Public Service Authority and Georgetown County sets forth the terms and understandings between the County and the Authority regarding a funding grant to Georgetown County in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00). This Grant is for the sole purpose of making infrastructure improvements at the proposed technology park (Mercom) currently being developed in collaboration with the Alliance for Economic Development for Georgetown County. The property is located at Commerce Drive in Pawleys Island.

Upon the County's acceptance of this Grant funding, the County agrees that the proceeds of the Grant shall be used solely for the Approved Purpose; the County will pursue the timely development of the technology park, and will maintain records as necessary to identify the purposes and manner for which the Grant and other funds were expended, including all receipts for expenditures.

Additionally, the County agrees to permit a designated representative of the Authority to periodically inspect and copy such records during regular business hours of County's operations, and confirm fidelity bond coverage for all persons who have access to the Grant, and well as the fulfillment of all other terms as outlined in the attached Economic Development Grant Agreement.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Accept grant funding and approve Economic Development Grant Agreement.
2. Do not accept grant funding and approve Economic Development Grant Agreement.

STAFF RECOMMENDATIONS:

Accept grant funding and approve Economic Development Grant Agreement.

ATTACHMENTS:

Description

Type

DATE: _____

AMOUNT: \$150,000.00

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Economic Development Grant Agreement ("Agreement") effective as of the date recited above between **SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**, a body corporate and politic created and existing pursuant to the laws of the State of South Carolina ("Authority" herein) and **GEORGETOWN COUNTY**, South Carolina, a political subdivision duly organized pursuant to act of the South Carolina legislature, ("County" herein) sets forth the terms and understandings between the County and the Authority regarding a grant in the amount of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars ("Grant" herein) the Authority is making to the County. The Authority makes this Grant to the County and the County accepts this Grant for the sole purpose of making infrastructure improvements at a proposed technology park located in the Authority's service territory at Pawleys Island, as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Authority and the County agree as follows:

GRANT TERMS

The Authority grants a sum not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to the County to be applied towards the improvement of a proposed technology park which is currently being developed by Georgetown County in collaboration with the Alliance for Economic Development for Georgetown County. The property is located at Commerce Drive, Pawleys Island, South Carolina.

The only approved purpose for the Grant ("Approved Purpose" herein) shall be improving infrastructure at the proposed technology park. In the event that any portion of the Grant is used for purposes other than the Approved Purpose, the County will reimburse the Authority the amount used for unapproved purposes plus accrued interest at the rate of two percent (2%) per annum. If the County fails to take action to reimburse the Authority, the Authority shall have a cause of action against the County for breach of this Agreement.

The Authority shall advance the proceeds of the Grant to a closing attorney or similar escrow agent selected by the County for disbursement, said attorney or escrow agent to account to the

Authority for the distribution of the proceeds. Unless otherwise authorized by the Authority, any portion of the Grant not disbursed to the County by the first anniversary of this Agreement will be terminated.

AFFIRMATIVE COVENANTS

The County covenants that:

- a. the proceeds of the Grant shall be used solely for the Approved Purpose;
- b. the County will pursue the timely development of the technology park, with electric distribution service to be provided by the Authority;
- c. the County will maintain such records as necessary to identify the purposes for which, and the manner in which, the Grant and other funds were expended, including all receipts for expenditures;
- d. the County agrees to permit a designated representative of the Authority to periodically inspect and copy such records during regular business hours of County's operations; and
- e. The County will confirm fidelity bond coverage for all persons who have access to the Grant. Fidelity bond coverage shall be in an amount sufficient to cover the amount in the Grant.

REPRESENTATIONS AND WARRANTIES

The County represents and warrants that on and as of the date set forth above:

- a. This Agreement has been duly authorized, executed, and delivered by the County and this Agreement constitutes the legal and binding agreement of the County, enforceable against the County in accordance with its respective terms.
- b. The execution or the delivery by the County of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment by the County of the terms hereof, do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the laws of the State of South Carolina, the United States of America, or any law or regulation or any court or regulatory body having jurisdiction over the County, or the terms of any indenture, deed of trust, mortgage, note, note agreement or instrument to which the County is bound.
- c. The County has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- d. No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any State or Federal court or the governmental agency or body having

- jurisdiction over the County is required by the County for the consummation by the County of the transactions contemplated by this Agreement except such as have been obtained.
- e. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning the County, this Agreement, if adversely determined, would have a material adverse effect on the County's ability to perform its obligations under this Agreement.
 - f. All information, reports, and other papers and data furnished to the Authority by the County concerning the application of the County for the Grant were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give the Authority a true and accurate knowledge of the subject matter and no document furnished or other written statement made to the Authority in connection with the Grant contains any untrue statement of a fact material to the financial condition of the County or omits to state such a material fact necessary in order to make the statements contained therein not misleading.

TERMINATION

The Authority may terminate the Grant and any activities under the Grant at any time, whenever the Authority has determined that the County has failed to comply with the conditions of the Grant. The Authority shall promptly notify the County in writing of the determination and reasons for the termination, together with the effective date.

Termination may take place for causes such as: failure, inability, or unwillingness of the County to carry out or comply with, or cause to be carried out or complied with, the specific undertakings relating to the Grant, any representation or warranty made by the County herein, or in any certificate or report furnished by or on behalf of the County about any of the foregoing that proves to be false, incomplete or incorrect in any material respect; failure to observe or perform any of the covenants, conditions or agreements of the County, which continues for thirty (30) days after written notice has been given to the County specifying such default and requiring the same to be remedied.

The County will not incur new commitments for the terminated portion of the Grant after notification of termination, and will cancel as many outstanding obligations as practicable.

The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Agreement shall not affect the remaining portions hereof.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name and its seal to be hereunto affixed and attested by its duly authorized officers, thereunto, and the Authority has caused this Agreement to be duly executed in its behalf, as of the day and year first written above.

SIGNATURES FOLLOW

WITNESSES:

SOUTH CAROLINA PUBLIC
SERVICE AUTHORITY

By: Pamela J. Williams
Its: Sr. Vice President Corporate Services

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PROBATE

PERSONALLY appeared before me in the undersigned witness and made oath that (s)he saw Pamela J. Williams, Senior Vice President, Corporate Services of South Carolina Public Service Authority, sign, seal, and as her act and deed, deliver, the within written Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2017.

_____(Seal)

Notary Public for South Carolina

My Commission expires: _____

WITNESS:

GEORGETOWN COUNTY

By: Sel Hemingway

Its: County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me in the undersigned witness and made oath that (s)he saw Sel Hemingway, its County Administrator, of Horry County sign, seal, and as his act and deed, deliver, the within written Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2017.

_____(Seal)

Notary Public for South Carolina

My Commission expires: _____

Printed Name of Notary

Item Number: 7.a
Meeting Date: 6/27/2017
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-14 to amend the FY 2016/17 Operating Budget of Georgetown County.

CURRENT STATUS:

Ordinance No. 2017-14 is presented for third reading.

POINTS TO CONSIDER:

This amendment revises the FY 2016/17 budget by appropriating additional funds from available fund balance and from unanticipated current year revenues. Those expenditures for which supplemental appropriations are required, and which Council has previously reviewed and approved, will be noted as applicable.

FINANCIAL IMPACT:

As disclosed in the ordinance.

OPTIONS:

1. Approval of third reading of Ordinance 2017-14
2. Reject third reading of Ordinance 2017-14

STAFF RECOMMENDATIONS:

Recommendations regarding third reading approval of Ordinance 2017-14 provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 2017-14	Cover Memo

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2017-14

**AN ORDINANCE TO AMEND THE 2016/2017 BUDGET ORDINANCE ADOPTED BY
GEORGETOWN COUNTY COUNCIL**

- Section 1: Appropriations in the General Fund are increased by \$7,500 for the required grant match on a Federal airport improvement grant for ALP Update (ALPU) and 18B Survey/Mapping at the Georgetown Airport. This was approved by County Council at the August 23, 2016, Council meeting. Funding will come from fund balance of the General Fund.
- Section 2: Appropriation in the General Fund are increased by \$78,155 for the replacement well and connections at the Pleasant Hill Recreation Center. This was approved by County Council at the September 27, 2016, Council meeting. Funding in the amount of \$12,078 will come from insurance claim reimbursements and the remaining funding needed will come from fund balance in the General Fund.
- Section 3: Appropriations in the General Fund are increased by \$52,400 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.
- Section 4: Appropriations in the County Fire (District I) Fund are increased by \$11,265 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.
- Section 5: Appropriations in the Midway Fire (District II) Fund are increased by \$42,220 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.
- Section 6: Appropriations in the Midway Fire (District II) Fund are increased by \$25,770 to provide funding for personnel over-time costs associated with responding to the December 2016 Pinnacle Mountain Fire in Pickens County. Funding will come from reimbursements by Pickens County.
- Section 7: Appropriations in the Midway Fire (District II) Fund are increased by \$120,000 to provide funding for other personnel over-time cost projections in excess of budgeted amounts. Funding will come from fund balance in the Midway Fire Fund.
- Section 8: Appropriations in the Law Enforcement Fund are increased by \$13,760 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.
- Section 9: Appropriations in the Environmental Services Fund are increased by \$65,550 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.

Section 10: This Ordinance No. 2017-14 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2017

Johnny Morant, Chairman
Georgetown County Council

(Seal)

ATTEST:

Theresa E. Floyd, Clerk to Council

(Seal)

This Ordinance No. 2017-14 has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

(Seal)

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 7.b
Meeting Date: 6/27/2017
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-15 - An amendment to Article 2, Section 3-10 and Article 4, Section 3-2B of the Georgetown County Land Development Regulation dealing with streets and easements for Minor Subdivisions.

POINTS TO CONSIDER:

1. The County Development Regulations and Zoning Ordinance require that a new lot front on a dedicated street right-of-way (ROW). Many other local governments allow a limited number of lots to obtain their access from an easement.
2. A dedicated street ROW is not part of any lot and is owned by the State, the County or a private entity.
3. An access easement is actually an area of a lot(s) that an owner allows others to utilize permanently for access to their property.
4. In the past, the County has received requests for access easement approval, usually associated with someone wanting to subdivide a rear portion of their large parcel into a second parcel. These requests are denied.
5. One important distinction is that setbacks are measured from the ROW for a dedicated road but would be measured from a property line not an easement boundary using an access easement.
6. Physically, access easements will likely look like a driveway although staff proposes the easement to be named and a street sign to be installed.
7. The area of an easement would remain with the lot(s) and be included in the minimum lot area.
8. Staff proposes limiting the number of parcels allowed to front on an access easement to three (3). The attached ordinance requires a minimum easement width of 25 feet.
9. Per fire regulations, each access easement would still be required to have an adequate turn-around for emergent vehicles if the easement exceeds 150' in length.
10. Staff recommended adoption of an ordinance regarding frontage for lots that front on easements as well as an amendment to the Land Development Regulations allowing up to three lots to front on a shared private driveway/easement.
11. The Planning Commission held a public hearing on this issue at their April meeting. One person spoke in favor of the proposed ordinance change. The Commission voted 5 to 0 to recommend approval for the proposed ordinance changes with the following conditions: a. removal of the words "The traveled portion of" in the second bolded paragraph of the land development regs ordinance and b. the addition of the following sentence to the land development regs ordinance "The applicable Fire Department maintains the right to require clearance of low hanging branches for vehicular access."

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request
3. Approve an amended text change
4. Defer action
5. Remand to PC for further study

STAFF RECOMMENDATIONS:

This is a public hearing on Ordinance No. 2017-15, and no action of County Council is required at this time.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 2017-15 Amendment to Development Regulations re streets and easements for minor subdivisions (Revised 6/27)	Ordinance
<input type="checkbox"/> Planning Attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-15

AN ORDINANCE TO AMEND ARTICLE 2, SECTION 3-10 AND ARTICLE 4, SECTION 3-2B OF THE DEVELOPMENT REGULATIONS OF GEORGETOWN COUNTY, SOUTH CAROLINA DEALING WITH STREETS AND EASEMENTS FOR MINOR SUBDIVISIONS.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE 2, SECTION 3-10 OF THE DEVELOPMENT REGULATIONS BE AMENDED TO READ AS FOLLOWS:

3-10. Street within Minor Developments

All public and private streets in minor developments shall conform to the standards found in Article 4 of this Ordinance. **However**, private streets in minor developments, containing ten or fewer lots, ~~four to ten lots~~, which are to remain private, are not required to be paved. ~~However~~, Such streets shall be improved in accordance with standards enumerated in this Ordinance and shall be inspected by the Planning Staff.

The private right-of-way shall be improved with an all-weather driving surface capable of supporting emergency vehicles.

Said right-of-way shall be shown on the plat presented for recording and shall be certified by a registered land surveyor. The notation below shall be shown on the plat presented for recording.

“This private right-of-way shall be owned and maintained by the [property owner(s), HOA, POA or other designated entity]. Georgetown County shall not be responsible for the maintenance of or the improvements to the private right-of-way.”

Roadway inspection is not required for streets in minor developments of three or fewer lots ~~unless the roadway is intended to be dedicated to the county~~ **except for the purpose of assuring an all-weather driving surface is installed. Instead, the developer may utilize a shared private driveway/easement to access said parcels. Lots having frontage on an existing County or State roadway that can obtain an encroachment permit from Georgetown County or SCDOT shall not be counted as part of the maximum 3 lots that access the shared private driveway/easement. If an encroachment permit cannot be obtained, such lot shall be counted toward the maximum 3 lots permitted to access the shared private driveway/easement.**

The shared private driveway/easement shall be no less than 25 feet in width to ensure that adequate fire access is maintained. The traveled way shall be improved with an all-weather driving surface capable of supporting emergency vehicles. The

applicable Fire Department maintains the ability to require clearance of low-hanging branches for vehicular access. Utility location within the traveled portion of the easement shall be at the discretion of the applicable utility provider.

~~Except as provided for in Article 4,~~ **A** shared private driveway/access easement shall serve a maximum of three lots. Subdivision of the parcel fronting along the shared private driveway/access easement beyond three lots shall require that the driveway be upgraded to the standards of a public or private street right-of-way. Shared private driveways/access easements are not eligible for dedication to the County unless improved to the standards of Article 4 of these regulations. All shared driveways/access easements must be named for 911 purposes per the requirements of Article 2, Section 5.

Only one shared private driveway/easement per roadway frontage may be installed to provide access to proposed lots. A shared private driveway/access easement shall not originate from another shared private driveway/access easement. A shared private driveway/easement may receive access from a fifty (50) foot private right-of-way. If a parcel has multiple road frontages, one shared private driveway/access easement may be installed from each roadway. Each shared private driveway/access easement can serve a maximum of three lots.

Shared private driveways/access easements originating from different roadways may be connected to form a continuous road. If such a connection is proposed, the entire roadway shall be improved to the roadway improvement standards of Article 4 of these regulations. The costs of improving the roadway shall be that of the developer proposing the connection.

Such shared private driveway/easement shall be shown on the plat presented for recording and shall be certified by a registered land surveyor. The notation below shall be shown on the plat presented for recording.

“This shared private driveway/easement shall be owned by (property owners, HOA, POA or other designated private entity). Additionally, Georgetown County shall not be requested to, nor will, accept ownership or maintenance of this right-of-way.”

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE 4, SECTION 3-2B OF THE DEVELOPMENT REGULATIONS BE AMENDED TO READ AS FOLLOWS:

3-2. Lots

B. Each lot must front for a minimum of fifty (50) feet upon a street or **shared driveway/access easement as allowed in Article 2, Section 3-10**, except on cul-de-sacs radii in which case thirty (30) feet of frontage is required.

**DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____,
2017**

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-15, has been reviewed by me and is hereby approved as to
form and legality.

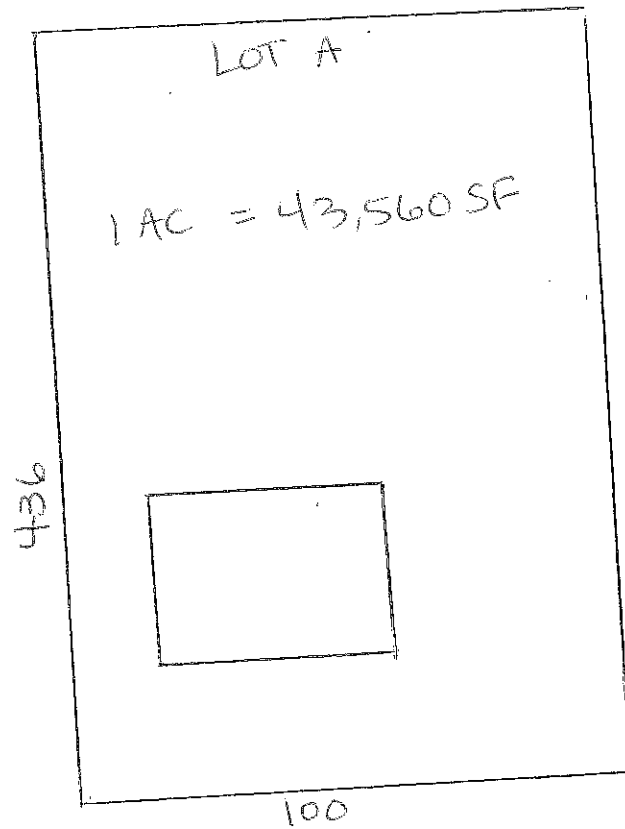
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

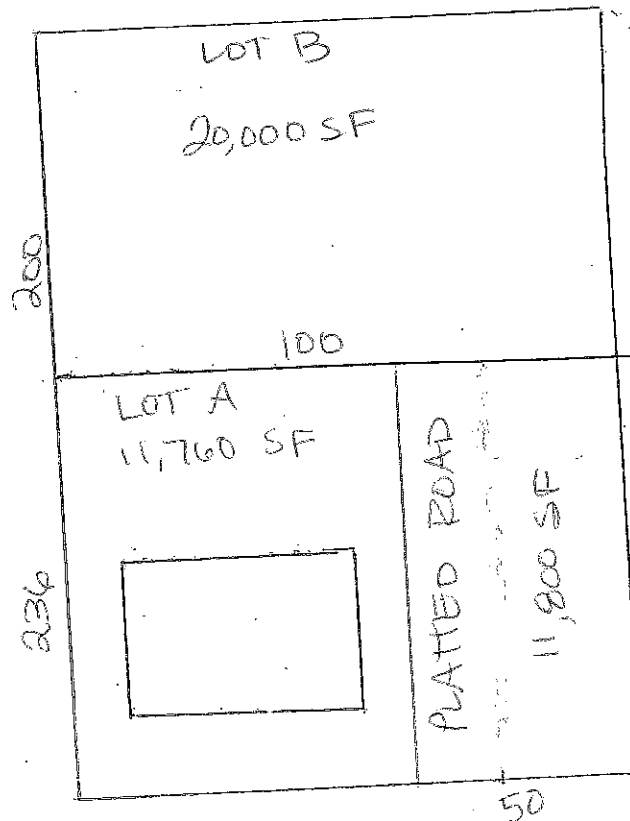
Third Reading: _____

1
ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

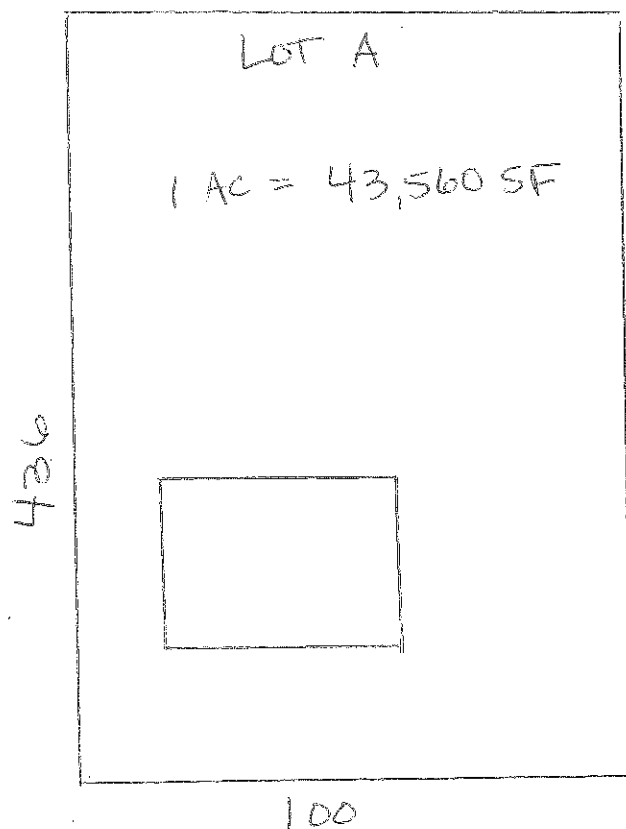
* UTILIZING A
50' PLATTED
RIGHT OF WAY



* NOT
APPROVABLE

(NOT TO SCALE)

ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

*UTILIZING A
25' ACCESS
EASEMENT



(NOT TO SCALE)

HONEYSUCKLE LANE



I hereby certify that the subdivision plat shown here has been found to comply with the subdivision regulations for Georgetown County, South Carolina, with the exception of such variances, if any as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Clerk of Court.

03/11/4 [Signature]

The undersigned hereby acknowledge that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of development/plot for my (our) free consent and that I (we) hereby dedicate all items as specifically shown or indicated on said plot.

2

WANDA KAY LAMBERT
01-0440-020-00-00

WANDA KAY LAMBER
01-0440-020-00-00

VICINTY HAPI NG SCALE

GRID
NAD B3/B6

NOTES: LOT IS NOT IN FLOOD ZONE
PROPERTY IS ZONED F/A
STATE PLANE COORDINATES BY EPS
DISTANCES ARE GRID

GEORGETOWN COUNTY
SOUTH CAROLINA
TMS 01-0410-020-00-00

Area by J.M.D. Computer Method
Ratio of Precision > 1'/5,000'
Scale: 1' = 100'

Reference

1. Plat by Edward A. Bodiford, PE, PLS, dated May 31, 2004 of the Ruler Lambert Estate.

This plat was prepared for the exclusive use of the person, persons or entity named in the certificate hereon. Said certificate does not extend to any unnamed person without an express recertification by the Surveyor naming said person.

PIATU

OF
PROPERTY SURVEYED FOR

TIANA L. AND ROBERT Z.
WILSON

PARCEL A CONTAINS 1.48 ACRES.
PARCEL B, ROAD PARCEL, CONTAINS 0.40 ACRES.
LOCATED ON LAMBERT LOOP IN LAMBERTTOWN.
THE REMAINDER OF PARCEL 01-0440-020-03-00 IS
18.5 ACRES MORE OR LESS.

LEADS
1.7.5. IRON PIPE SET
1.7.6. IRON PIPE FOUND

OWNER OF RECORD
WANDA KAY LAMBERT
7500 WALKER RD.
GEORGETOWN, SC 29440

SURVEY COMPLETED SEPTEMBER 01, 2014 BY

EDWARD A. BUNIFORD, PT, SLS, HG. 76%

117 LEAH'S FERRY RD.
ANDREWS, SC 29510

I hereby state that to the best of my knowledge, information, and belief, the

knowledge, information, and belief, the survey shown herein was made in accordance with the requirements

accordance with the requirements of the Minimum Standards Manual for the Practice of Lead Sampling in

the practice of land surveying in South Carolina, and vests or exceeds the powers for a State Commission.

The requirements for a Class C survey as specified therein.

W. L. R.

Wm. H. H. H. H.

20

N.B. 35/63 ACAD/FRe 14/BUBBA WILSON

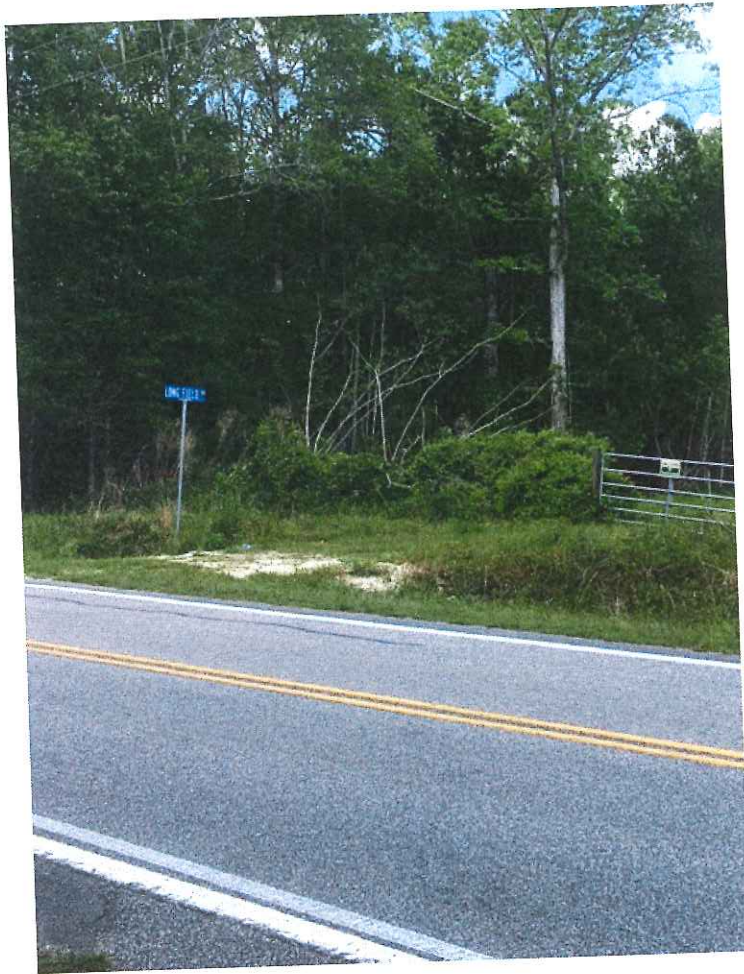
FLORANADA LANE



BULLDOG LANE



LONG FIELD LANE



BETTY LANE



Item Number: 7.c
Meeting Date: 6/27/2017
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 2017-17 - AN ORDINANCE TO AMEND ORDINANCE No. 2016-24 TO AUTHORIZE THE LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE GEORGETOWN COUNTY (GGE) AND ANDREWS (PHH) AIRPORTS.

CURRENT STATUS:

Ordinance #2017-17 to amend Ordinance #2016-24 pertaining to the lease of Hangars, including the Corporate Hangars and other Storage Facilities at the Georgetown County Airport.

POINTS TO CONSIDER:

Proposed Ordinance #2017-17 to amend Ordinance #2016-24 has been reviewed by the Georgetown County Public Services Director and Finance Director and is in accordance with Airport Commission approved rate increases.

FINANCIAL IMPACT:

- 1) T-Hangars
 - A) Older T-Hangars (*Series 1000*) \$205/month
 - B) Small New T-Hangars (*Series 2000*) \$245/month
 - C) Larger New T-Hangars (*Series 3000*) \$285/month
 - D) 2016 T-Hangars (*Series 4000*) \$305/month
 - E) 2016 Andrews T-Hangars (*Series 5000*) \$205/month
- 2) "A-Box" \$270/month
- 3) Storage/Garage Space \$130/month
- 4) 2014 Corporate Hangar Exhibit A: Annual Lease Rates
- 5) 2014 Corporate Hangar Exhibit B: Daily, Weekly and Monthly Lease
- 6) 2017 Corporate Hangar Exhibit C: Annual Lease Rates
- 7) 2017 Corporate Hangar Exhibit D: Daily, Weekly and Monthly Lease

OPTIONS:

- 1) Accept Ordinance #2017-17 to amend Ordinance #2016-24 pertaining to the lease of Hangars, including the Corporate Hangars and other Storage Facilities at the Georgetown County Airport.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

Recommendations regarding the adoption of Ordinance #2017-17 provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▫ Ordinance No 2017-17 (amended for 3rd reading)	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-17

**AN ORDINANCE TO AMEND ORDINANCE 2016-24 TO AUTHORIZE THE
LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE
GEORGETOWN COUNTY (GGE) AND ANDREWS (PHH) AIRPORTS.**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate situate in Tax District No.1 of Georgetown County known as the Georgetown County Airport (GGE); and Georgetown County owns certain real estate situate in Tax District No.2 of Georgetown County known as the Andrews Airport and identified as the Robert F. Swinnie Airport (PHH) of Andrews,

WHEREAS, the County owns certain hangars and storage facilities within the complex at the Georgetown County Airport System (GGE & PHH); and,

WHEREAS, the County desires to lease these hangars and storage facilities at fair market value; and,

WHEREAS, the County has determined fair market value of monthly rent for each of these facilities, as follows:

- 1) T-Hangars
 - A) Older T-Hangars (*Series 1000*) \$205/month
 - B) Small New T-Hangars (*Series 2000*) \$245/month
 - C) Larger New T-Hangars (*Series 3000*) \$285/month
 - D) 2016 T-Hangars (*Series 4000*) \$305/month
 - E) 2016 Andrews T-Hangars (*Series 5000*) \$205/month
- 2) "A-Box" \$270/month
- 3) Storage/Garage Space \$130/month
- 4) 2014 Corporate Hangar Exhibit A: Annual Lease Rates
- 5) 2014 Corporate Hangar Exhibit B: Daily, Weekly and Monthly Lease
- 6) 2017 Corporate Hangar Exhibit C: Annual Lease Rates
- 7) 2017 Corporate Hangar Exhibit D: Daily, Weekly and Monthly Lease

WHEREAS, and due to the complexity of the various aircraft that may be stored in the Corporate Hangars, the rates applied will appear in Exhibits A, B, C and D; and,

WHEREAS, the Corporate Hangars (only) may be rented by the day, week or month, when space is available; and,

WHEREAS, the FBO will be responsible for the moving of aircraft in or out of the Corporate Hangars and will be compensated at the rate of \$10.00 per in and out cycle for each aircraft; and,

WHEREAS, annual lease rents are payable in advance on or before the first day of each month without notice; and,

WHEREAS, any rental payment received more than ten (10) days from the date due shall be subject to a late charge of Twenty-five and 00/100 (\$25.00) Dollars, and,

WHEREAS, failure to remit such late charge, the same may be deducted from the security deposit; and,

WHEREAS, the County determines that the security deposit for each of these annual lease facilities shall be equal to the monthly rent, plus One-Hundred Fifty and 00/100 (\$150.00) Dollars; and,

WHEREAS, a lease in form shall be written for each type of hangar and storage facility type and shall contain all conditions and terms with the exception of the name of the lessee; and

WHEREAS, for such times that all hangars and storage facilities are rented a waiting list and standard operating procedure will be written; and,

WHEREAS, County Council has determined that in order to protect the public interest while expediting the approval of leases, the County Administrator will have the discretion to execute leases in the name of the County for hangars and other storage facilities at the airport, so long as the basic conditions and terms as approved herein are met.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL:

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.

In the event of any future change in the standard rent rates or lease terms, a thirty (30) days' prior written notice will be given.

This ordinance shall take effect as of the first day of August 2017.

DONE, RATIFIED AND ADOPTED THIS _____th DAY OF _____ 2017

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-17, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

(Seal)

First Reading _____

Second Reading _____

Third Reading _____

Public Hearing _____

Exhibit A

Rates for “2014” Corporate Hangar - Annual Leases

Effective Date August 1, 2017

<u>Aircraft Category</u>	<u>Per Month</u>
Single Engine, Small	\$294
Single Engine, Medium	\$338
Single Engine, Large	\$460
Twin Engine, Small	\$396
Twin Engine, Medium	\$492
Twin Engine, Large	\$754
Turboprop, Small	\$542
Turboprop, Medium	\$709
Turboprop, Large	\$926
Turbojet, Light	\$672
Turbojet, Small	\$780
Turbojet, Medium	\$1,073
Turbojet, Large	\$1,662
Turbojet, Extra Large	\$2,429
Helicopter, Small Twin-Blade	\$250
Helicopter, Small Multi-Blade	\$332
Helicopter, Medium Twin-Blade	\$384
Helicopter, Medium Multi-Blade	\$498
Helicopter, Large Twin-Blade	\$632
Helicopter, Large Multi-Blade	\$1,789

Exhibit B

“2014” Corporate Hangar - Short Term Lease Rates

Effective Date August 1, 2017

<u>Aircraft Category</u>	Daily Lease Rates	Weekly Lease Rates	Monthly Lease Rates
Single Engine, Light Sport	\$44	\$115	\$288
Single Engine, Small	\$52	\$140	\$352
Single Engine, Medium	\$64	\$173	\$377
Single Engine, Large	\$83	\$242	\$524
Twin Engine, Small	\$71	\$211	\$413
Twin Engine, Medium	\$83	\$250	\$511
Twin Engine, Large	\$102	\$294	\$786
Turboprop, Small	\$108	\$242	\$767
Turboprop, Medium	\$121	\$275	\$894
Turboprop, Large	\$140	\$371	\$1,022
Turbojet, Light	\$109	\$242	\$767
Turbojet, Small	\$121	\$269	\$1,086
Turbojet, Medium	\$146	\$307	\$1,278
Turbojet, Large	\$185	\$402	\$1,918
Turbojet, Extra Large	\$217	\$536	\$2,684
Helicopter, Small Twin-Blade	\$44	\$140	\$307
Helicopter, Small Multi-Blade	\$64	\$192	\$377
Helicopter, Medium Twin-Blade	\$52	\$154	\$440
Helicopter, Medium Multi-Blade	\$83	\$236	\$530
Helicopter, Large Twin-Blade	\$102	\$300	\$734
Helicopter, Large Multi-Blade	\$128	\$365	\$1,789

Exhibit C

Rates for “2017” Corporate Hangar - Annual Leases

Effective Date August 1, 2017

<u>Aircraft Category</u>	<u>Per Month</u>
Single Engine, Small	\$323
Single Engine, Medium	\$372
Single Engine, Large	\$506
Twin Engine, Small	\$436
Twin Engine, Medium	\$541
Twin Engine, Large	\$829
Turboprop, Small	\$597
Turboprop, Medium	\$780
Turboprop, Large	\$1,019
Turbojet, Light	\$739
Turbojet, Small	\$858
Turbojet, Medium	\$1,180
Turbojet, Large	\$1,828
Turbojet, Extra Large	\$2,672
Helicopter, Small Twin-Blade	\$275
Helicopter, Small Multi-Blade	\$366
Helicopter, Medium Twin-Blade	\$422
Helicopter, Medium Multi-Blade	\$548
Helicopter, Large Twin-Blade	\$696
Helicopter, Large Multi-Blade	\$1,968

Exhibit D

“2017” Corporate Hangar - Short Term Lease Rates

Effective Date August 1, 2017

<u>Aircraft Category</u>	Daily Lease Rates	Weekly Lease Rates	Monthly Lease Rates
Single Engine, Light Sport	\$49	\$127	\$317
Single Engine, Small	\$57	\$154	\$387
Single Engine, Medium	\$70	\$190	\$414
Single Engine, Large	\$91	\$267	\$577
Twin Engine, Small	\$78	\$232	\$454
Twin Engine, Medium	\$91	\$275	\$562
Twin Engine, Large	\$112	\$323	\$865
Turboprop, Small	\$119	\$267	\$843
Turboprop, Medium	\$133	\$302	\$983
Turboprop, Large	\$154	\$408	\$1,125
Turbojet, Light	\$120	\$267	\$843
Turbojet, Small	\$133	\$296	\$1,195
Turbojet, Medium	\$161	\$338	\$1,406
Turbojet, Large	\$203	\$442	\$2,109
Turbojet, Extra Large	\$239	\$590	\$2,953
Helicopter, Small Twin-Blade	\$49	\$154	\$338
Helicopter, Small Multi-Blade	\$70	\$211	\$414
Helicopter, Medium Twin-Blade	\$57	\$169	\$484
Helicopter, Medium Multi-Blade	\$91	\$260	\$583
Helicopter, Large Twin-Blade	\$112	\$330	\$808
Helicopter, Large Multi-Blade	\$141	\$401	\$1,968

Item Number: 8.a
Meeting Date: 6/27/2017
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Assessment Appeals Board

CURRENT STATUS:

The terms of two members of the Assessment Appeals Board recently ended. These individuals have completed two full terms on the Board and are not eligible for reappointment.

POINTS TO CONSIDER:

Members of County Council have nominated the following individuals to serve on the Assessment Appeals Board:

Councilman John Thomas (District 1) has nominated *Mr. Edward C. Quillian*.

Councilman Ron Charlton (District 2) has nominated *Mr. Shawn Roper*.

If appointed, both terms of service will end on March 15, 2021.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt and ratify the proposed appointments to the Assessment Appeals Board.
2. Do not ratify the proposed appointments to the Assessment Appeals Board.

STAFF RECOMMENDATIONS:

Adopt and ratify the proposed appointments to the Assessment Appeals Board as follows:

Edward Quillian (Councilman Thomas, District 1)

Shawn Roper (Councilman Charlton, District 2)

ATTACHMENTS:

Description	Type
Assessment Appeals Board - Edward Quillian	Backup Material
Assessment Appeals Board - Shawn Roper App	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 checked="" 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: Edward C Guillian
[First] [Middle/Maiden] [Last]

Home Address: 230 Old Cedar Loop

Home Phone: 727-543-0331 Work Phone: _____ Cell Phone: _____

Email Address: ECG230@gmail.com

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

Occupation: Retired Present Employer: _____
[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] BS Computer Science

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:

30+ years of engineering & management experience; recent SC
Registered Realtor; President LSC POA (current)

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.

Ed C Guillian 5/26/2017
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]



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 checked="" 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: Michael SHAWN Roper
[First] [Middle/Maiden] [Last]

Home Address: 27 COMMONS CT. PAULEY ISLAND S.C. 29440

Home Phone: Cell (843) 450-8273 Work Phone: (843) 546-4176 Cell Phone: _____

Email Address: m.shawnroper@gmail.com

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

Occupation: REALTOR Present Employer: Peace Sotheby's INTERNATIONAL Realty
[If retired, most recent employer]

Employer Address: 129 LURAN Blvd. Georgetown, S.C. 29440

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] SC Lic. Real Estate Agent

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:

Longtime residents of Georgetown County, Local Realtor
Serve on City Boards Helping Hands & Friendship Place

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.

[Signature]
Applicant Signature

6/21/17
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: 6/27/2017
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Fire District 1 Board

CURRENT STATUS:

Pending appointment

POINTS TO CONSIDER:

Chairman Johnny Morant currently has a vacancy representing his District on the the Georgetown County Fire District 1 Board. He has nominated Mr. William L. Massie to fill this seat representing Council District 7.

If appointed, Mr. Massie will be completing an unexpired term of service that will end on March 15, 2020.

Mr. Massie's application is provided for Council's consideration.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify the appointment of Mr. William L. Massie to the Fire District 1 Board representing Council District 7.
2. Do not ratify this appointment to the Fire District 1 Board.

STAFF RECOMMENDATIONS:

Ratify the appointment of Mr. William L. Massie to the Fire District 1 Board representing Council District 7.

ATTACHMENTS:

Description	Type
Fire District 1 - W Massie Application	Backup Material



(Morant)

**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"/> Economic Development Alliance Board	<input type="checkbox"/> Parks & Recreation Commission
<input 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

Name: William L Massie
[First] [Middle/Maiden] [Last]

Home Address: 232 Towbridge Road Georgetown, SC 29440

Home Phone: 843-240-8848 Work Phone: _____ Cell Phone: _____

Email Address: Wlmassie5551@gmail.com

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

Occupation: _____ Present Employer: _____
[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] (see attached)

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:

(see attached)

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.

(see attached) _____
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]

Georgetown County, S.C.

Volunteer Information

Personal Information			
Full Name:	MASSIE	WILLIAM	L
	<small>Last</small>	<small>First</small>	<small>M.I.</small>
Address:	232 Towbridge Rd		
	<small>Street Address</small>	<small>Apartment/Unit #</small>	
	Georgetown	SC	29440
	<small>City</small>	<small>State</small>	<small>ZIP Code</small>
Home Phone:	(843) 240-8848		
	Alternate Phone: _____		
Email:	wlmassie5551@gmail.com		
SSN:	_____		
Birth Date:	_____		
	Drivers license #: _____		
Type of volunteer opportunity you're interested in:	Fire Board		

Sex: ☒ Male ☐ Female

Educational Background	
Some High School:	High School Graduate or Equivalent (GED)
Some College:	GED
Professional Degree (Please specify)	<div style="display: flex; justify-content: space-between;"> <div> WV School of Osteopathic Med - Medical Degree York (PA) Hospital - Emerg Med Residency </div> <div> 1993 - WV Inst of Tech - BS Civil Eng 1996 Gaston College - AAS - Fire Protect Tech w/ honors </div> </div>

Skills and Interests
<p>Please list your employment history, experience or other qualifications pertinent to the volunteer opportunity for which you are interested in, as well as any hobbies and interests that might apply (use an extra page if necessary.)</p> <p>1985-2003 - Various Fire Depts, including paid at Gastonia (NC)</p> <p>FD # Georgetown City Fire</p> <p>Fire certifications - FFII, Instruct II, Live Burn Inst, LP gas Inst, EMT Instructor trainor</p> <p>Military - Desert Shield, Desert Storm, Iraqi Freedom, New Dawn</p>

Additional Information

Years of residence in Georgetown County: 10 yrs

Have you ever been convicted of a crime other than a minor traffic violation? If so give details:

No

Have you filed state and federal income tax returns for the past five years? If not, give details.

Yes

Are you, or any company in which you have any controlling interest, delinquent in any local, state or federal taxes? If so, give details:

No

Have you been treated for any mental illness, alcohol or drug addiction, or substance abuse in the last five years? If so give details:

No

Have you been a party (plaintiff or defendant) in state or federal litigation in the past five years? If so, give details:

Yes - 2 malpractice cases. 1 dismissed, the other pending. Details on request

Have you ever served in the military? If so, give details.

yes - Retired LTC, NCARNG, 3 combat deployments

Have you or any employer for the last 10 years been investigated, reprimanded, fired or suspended from doing business with any government agency? If so, give details:

No

Do you have any interest in any business that has, is or will do business with the State of South Carolina or Georgetown County? If so, give details:

No

Do you serve on any local or state board, commission or committee, or in any elected office? If so, please list:

Yes, likely incoming commander of local VFW

Are you a registered lobbyist in the State of South Carolina?

No

Certification of Applicant

I certify that the answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements in this application as may be deemed necessary. I further understand that, if selected for volunteer service, I will be required to abide by the county's rules, regulations, policies and procedures.

[Signature]
Applicant's signature

5/3/17
Date

Item Number: 8.c
Meeting Date: 6/27/2017
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Parks & Recreation Commission

CURRENT STATUS:

Pending appointment

POINTS TO CONSIDER:

Council member Ron Charlton currently has a vacancy on the Parks & Recreation Commission. Councilman Charlton has nominated Robert (Mitch) Thompkins, Jr. to fill this seat on the Commission.

If appointed, Mr. Thompkins will serve a four (4) year term that will end on March 15, 2021.

Mr. Thompkins' application is provided for County Council's consideration.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify the appointment of Mitch Thompkins to the Parks & Recreation Commission representing Council District 2.
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Ratify the appointment of Mitch Thompkins to the Parks & Recreation Commission representing Council District 2.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Parks & Recreation Commission - Thompkins 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 type="checkbox"/> Midway Fire-Rescue Board |
| <input type="checkbox"/> Alcohol & Drug Abuse Commission | <input type="checkbox"/> Economic Development Alliance Board | <input checked="" 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: ROBERT MITCHELL (MITCH) THOMPkins, JR.
[First] [Middle/Maiden] [Last]

Home Address: 498 WHITE HALL DR.

Home Phone: 843-527-4287 Work Phone: _____ Cell Phone: 843-325-3534

Email Address: mitchthompkins@yahoo.com

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

Occupation: SELF EMPLOYED Present Employer: _____
[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] AGRICULTURE / TURF GRASS MANAGEMENT

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:

SERVED ON THIS BOARD FOR 4 YEARS 2004-2008 (APPROX.)
NOT SURE EXACT DATES

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.

M. Thompson 6-20-17
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: 6/27/2017
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance 2017-10 An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2017, and Ending June 30, 2018; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

CURRENT STATUS:

Pending Approval

POINTS TO CONSIDER:

The proposed FY17/18 budget is balanced as presented.

OPTIONS:

1. Approve
2. Reject

STAFF RECOMMENDATIONS:

Approve Third Reading of Ordinance 2017-10.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
Ordinance 2017-10	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # **2017-10**

AN ORDINANCE TO MAKE APPROPRIATIONS FOR ORDINARY COUNTY PURPOSES FOR GEORGETOWN COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018; TO PROVIDE FOR THE EXPENDITURE THEREOF; AND TO PROVIDE FOR REVENUES FOR THE PAYMENT THEREOF.

Section 1: The following sums of money are hereby appropriated for the purposes herein set forth for Georgetown County for the period beginning July 1, 2017, and ending June 30, 2018:

	<u>Appropriations</u>
General Government Fund	\$ 27,322,000
County Fire (District #1) Fund	3,001,000
Midway Fire (District #2) Fund	4,118,000
Victims Services Fund	317,000
Higher Education Fund	693,000
Bureau on Aging Services Fund	940,000
Clerk of Court IV-D Unit Cost Fund	168,000
Clerk of Court IV-D Incentive Fund	37,000
State Accommodations Tax Fund	1,395,000
Economic Development Fund	385,000
Economic Development Multi-County Marketing Fund	179,000
Airport Improvements Fund	49,000
Special Economic Development Fund	1,910,000
Law Enforcement Fund	13,054,000
Road Improvement Fund	1,804,000
Choppee Regional Center Fund	30,000
Local Accommodations & Hospitality Tax Fund	490,000
Murrells Inlet Revitalization Fund	326,000
Emergency Telephone System Fund	700,000
Bike the Neck Fund	53,000
Debt Service Fund	6,932,000
Capital Equipment Replacement Fund	6,688,000
Environmental Services Fund	7,846,000
Stormwater Management Fund	<u>4,945,000</u>
Total Appropriations	<u>\$ 83,382,000</u>

Section 2: The Auditor is hereby authorized to levy upon all taxable property in Georgetown County, and the Treasurer is hereby empowered to collect:

- a. a tax of **28.9 mills** for the County General Government Fund
- b. a tax of **16.7 mills** for the County Law Enforcement Fund
- c. a tax of **2.6 mills** for the County Environmental Services Fund
- d. a tax of **8.6 mills** for the County Debt Service Fund.
- e. a tax of **0.5 mills** for the County Bureau of Aging Services Fund.
- f. a tax of **0.5 mills** for the County Economic Development Fund.
- g. a tax of **1.2 mills** for the County Higher Education Fund

- Section 3: There is hereby levied a tax of **30.3 mills** for those areas within the Georgetown County Fire District #1.
- Section 4: There is hereby levied a tax of **12.7 mills** for those areas within the Midway Fire District.
- Section 5: There is hereby levied a tax of **3.3 mills** for Solid Waste Recycling & Collection for all those areas of Georgetown County not within the corporate boundaries of the City of Georgetown and the Town of Andrews.
- Section 6: The Georgetown County Treasurer shall not pay any funds in excess of those herein appropriated and collected from any items without express approval by County Council.
- Section 7: The County Administrator shall administer the detailed line-item departmental budgets as compiled in the Annual Budget Document and shall authorize the transfer of appropriate funds within and between departments of an individual fund as necessary to achieve the goals of the budget. All supplemental appropriations at the individual fund level and transfers of appropriations between individual funds shall be authorized by County Council.
- Section 8: Should any article, section, or provision of this ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other article, section, or provision hereof which is not itself void or invalid.
- Section 9: This Ordinance # 2017-10 shall be effective upon adoption.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2017

Johnny Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance # 2017-10, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: April 25, 2017

Second Reading: May 23, 2017

Third Reading: June 27, 2017

Item Number: 10.b
Meeting Date: 6/27/2017
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-14 to amend the FY 2016/17 Operating Budget of Georgetown County.

CURRENT STATUS:

Ordinance No. 2017-14 is presented for Third Reading.

POINTS TO CONSIDER:

This amendment revises the FY 2016/17 budget by appropriating additional funds from available fund balance and from unanticipated current year revenues. Those expenditures for which supplemental appropriations are required, and which Council has previously reviewed and approved, will be noted as applicable.

FINANCIAL IMPACT:

As disclosed in the ordinance.

OPTIONS:

1. Approval of third reading of Ordinance 2017-14
2. Reject third reading of Ordinance 2017-14

STAFF RECOMMENDATIONS:

Approve third reading of Ordinance 2017-14.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2017-14	Cover Memo

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2017-14

**AN ORDINANCE TO AMEND THE 2016/2017 BUDGET ORDINANCE ADOPTED BY
GEORGETOWN COUNTY COUNCIL**

- Section 1: Appropriations in the General Fund are increased by \$7,500 for the required grant match on a Federal airport improvement grant for ALP Update (ALPU) and 18B Survey/Mapping at the Georgetown Airport. This was approved by County Council at the August 23, 2016, Council meeting. Funding will come from fund balance of the General Fund.
- Section 2: Appropriation in the General Fund are increased by \$78,155 for the replacement well and connections at the Pleasant Hill Recreation Center. This was approved by County Council at the September 27, 2016, Council meeting. Funding in the amount of \$12,078 will come from insurance claim reimbursements and the remaining funding needed will come from fund balance in the General Fund.
- Section 3: Appropriations in the General Fund are increased by \$52,400 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.
- Section 4: Appropriations in the County Fire (District I) Fund are increased by \$11,265 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.
- Section 5: Appropriations in the Midway Fire (District II) Fund are increased by \$42,220 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.
- Section 6: Appropriations in the Midway Fire (District II) Fund are increased by \$25,770 to provide funding for personnel over-time costs associated with responding to the December 2016 Pinnacle Mountain Fire in Pickens County. Funding will come from reimbursements by Pickens County.
- Section 7: Appropriations in the Midway Fire (District II) Fund are increased by \$120,000 to provide funding for other personnel over-time cost projections in excess of budgeted amounts. Funding will come from fund balance in the Midway Fire Fund.
- Section 8: Appropriations in the Law Enforcement Fund are increased by \$13,760 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.
- Section 9: Appropriations in the Environmental Services Fund are increased by \$65,550 to provide funding for personnel over-time costs associated with the Hurricane Matthew disaster in October 2016. Funding will come from federal and state grant reimbursements.

Section 10: This Ordinance No. 2017-14 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2017

Johnny Morant, Chairman
Georgetown County Council

(Seal)

ATTEST:

Theresa E. Floyd, Clerk to Council

(Seal)

This Ordinance No. 2017-14 has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

(Seal)

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 10.c
Meeting Date: 6/27/2017
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 2017-17 - AN ORDINANCE TO AMEND ORDINANCE No. 2016-24 TO AUTHORIZE THE LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE GEORGETOWN COUNTY (GGE) AND ANDREWS (PHH) AIRPORTS.

CURRENT STATUS:

Ordinance #2017-17 to amend Ordinance #2016-24 pertaining to the lease of Hangars, including the Corporate Hangars and other Storage Facilities at the Georgetown County Airport.

POINTS TO CONSIDER:

Proposed Ordinance #2017-17 to amend Ordinance #2016-24 has been reviewed by the Georgetown County Public Services Director and Finance Director and is in accordance with Airport Commission approved rate increases.

FINANCIAL IMPACT:

- 1) T-Hangars
 - A) Older T-Hangars (*Series 1000*) \$205/month
 - B) Small New T-Hangars (*Series 2000*) \$245/month
 - C) Larger New T-Hangars (*Series 3000*) \$285/month
 - D) 2016 T-Hangars (*Series 4000*) \$305/month
 - E) 2016 Andrews T-Hangars (*Series 5000*) \$205/month
- 2) "A-Box" \$270/month
- 3) Storage/Garage Space \$130/month
- 4) 2014 Corporate Hangar Exhibit A: Annual Lease Rates
- 5) 2014 Corporate Hangar Exhibit B: Daily, Weekly and Monthly Lease
- 6) 2017 Corporate Hangar Exhibit C: Annual Lease Rates
- 7) 2017 Corporate Hangar Exhibit D: Daily, Weekly and Monthly Lease

OPTIONS:

- 1) Accept Ordinance #2017-17 to amend Ordinance #2016-24 pertaining to the lease of Hangars, including the Corporate Hangars and other Storage Facilities at the Georgetown County Airport.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

Accept Ordinance #2017-17 to amend Ordinance #2016-24 pertaining to the lease of Hangars, including the Corporate Hangars and other Storage Facilities at the Georgetown County Airport.

including the Corporate Hangars and other Storage Facilities at the Georgetown County Airport.

NOTE: A change was made to the lease rate schedule subsequent to 2nd reading, therefore a motion to amend will be required at 3rd reading to adopt and incorporate the updated rate schedule.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
□ Ordinance No. 2017-17 Amended for 3rd	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-17

**AN ORDINANCE TO AMEND ORDINANCE 2016-24 TO AUTHORIZE THE
LEASE OF HANGARS AND OTHER STORAGE FACILITIES AT THE
GEORGETOWN COUNTY (GGE) AND ANDREWS (PHH) AIRPORTS.**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate situate in Tax District No.1 of Georgetown County known as the Georgetown County Airport (GGE); and Georgetown County owns certain real estate situate in Tax District No.2 of Georgetown County known as the Andrews Airport and identified as the Robert F. Swinnie Airport (PHH) of Andrews,

WHEREAS, the County owns certain hangars and storage facilities within the complex at the Georgetown County Airport System (GGE & PHH); and,

WHEREAS, the County desires to lease these hangars and storage facilities at fair market value; and,

WHEREAS, the County has determined fair market value of monthly rent for each of these facilities, as follows:

- 1) T-Hangars
 - A) Older T-Hangars (*Series 1000*) \$205/month
 - B) Small New T-Hangars (*Series 2000*) \$245/month
 - C) Larger New T-Hangars (*Series 3000*) \$285/month
 - D) 2016 T-Hangars (*Series 4000*) \$305/month
 - E) 2016 Andrews T-Hangars (*Series 5000*) \$205/month
- 2) "A-Box" \$270/month
- 3) Storage/Garage Space \$130/month
- 4) 2014 Corporate Hangar Exhibit A: Annual Lease Rates
- 5) 2014 Corporate Hangar Exhibit B: Daily, Weekly and Monthly Lease
- 6) 2017 Corporate Hangar Exhibit C: Annual Lease Rates
- 7) 2017 Corporate Hangar Exhibit D: Daily, Weekly and Monthly Lease

WHEREAS, and due to the complexity of the various aircraft that may be stored in the Corporate Hangars, the rates applied will appear in Exhibits A, B, C and D; and,

WHEREAS, the Corporate Hangars (only) may be rented by the day, week or month, when space is available; and,

WHEREAS, the FBO will be responsible for the moving of aircraft in or out of the Corporate Hangars and will be compensated at the rate of \$10.00 per in and out cycle for each aircraft; and,

WHEREAS, annual lease rents are payable in advance on or before the first day of each month without notice; and,

WHEREAS, any rental payment received more than ten (10) days from the date due shall be subject to a late charge of Twenty-five and 00/100 (\$25.00) Dollars, and,

WHEREAS, failure to remit such late charge, the same may be deducted from the security deposit; and,

WHEREAS, the County determines that the security deposit for each of these annual lease facilities shall be equal to the monthly rent, plus One-Hundred Fifty and 00/100 (\$150.00) Dollars; and,

WHEREAS, a lease in form shall be written for each type of hangar and storage facility type and shall contain all conditions and terms with the exception of the name of the lessee; and

WHEREAS, for such times that all hangars and storage facilities are rented a waiting list and standard operating procedure will be written; and,

WHEREAS, County Council has determined that in order to protect the public interest while expediting the approval of leases, the County Administrator will have the discretion to execute leases in the name of the County for hangars and other storage facilities at the airport, so long as the basic conditions and terms as approved herein are met.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL:

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.

In the event of any future change in the standard rent rates or lease terms, a thirty (30) days' prior written notice will be given.

This ordinance shall take effect as of the first day of August 2017.

DONE, RATIFIED AND ADOPTED THIS _____th DAY OF _____ 2017

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-17, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

(Seal)

First Reading _____

Second Reading _____

Third Reading _____

Public Hearing _____

Exhibit A

Rates for “2014” Corporate Hangar - Annual Leases

Effective Date August 1, 2017

<u>Aircraft Category</u>	<u>Per Month</u>
Single Engine, Small	\$294
Single Engine, Medium	\$338
Single Engine, Large	\$460
Twin Engine, Small	\$396
Twin Engine, Medium	\$492
Twin Engine, Large	\$754
Turboprop, Small	\$542
Turboprop, Medium	\$709
Turboprop, Large	\$926
Turbojet, Light	\$672
Turbojet, Small	\$780
Turbojet, Medium	\$1,073
Turbojet, Large	\$1,662
Turbojet, Extra Large	\$2,429
Helicopter, Small Twin-Blade	\$250
Helicopter, Small Multi-Blade	\$332
Helicopter, Medium Twin-Blade	\$384
Helicopter, Medium Multi-Blade	\$498
Helicopter, Large Twin-Blade	\$632
Helicopter, Large Multi-Blade	\$1,789

Exhibit B

“2014” Corporate Hangar - Short Term Lease Rates

Effective Date August 1, 2017

<u>Aircraft Category</u>	Daily Lease Rates	Weekly Lease Rates	Monthly Lease Rates
Single Engine, Light Sport	\$44	\$115	\$288
Single Engine, Small	\$52	\$140	\$352
Single Engine, Medium	\$64	\$173	\$377
Single Engine, Large	\$83	\$242	\$524
Twin Engine, Small	\$71	\$211	\$413
Twin Engine, Medium	\$83	\$250	\$511
Twin Engine, Large	\$102	\$294	\$786
Turboprop, Small	\$108	\$242	\$767
Turboprop, Medium	\$121	\$275	\$894
Turboprop, Large	\$140	\$371	\$1,022
Turbojet, Light	\$109	\$242	\$767
Turbojet, Small	\$121	\$269	\$1,086
Turbojet, Medium	\$146	\$307	\$1,278
Turbojet, Large	\$185	\$402	\$1,918
Turbojet, Extra Large	\$217	\$536	\$2,684
Helicopter, Small Twin-Blade	\$44	\$140	\$307
Helicopter, Small Multi-Blade	\$64	\$192	\$377
Helicopter, Medium Twin-Blade	\$52	\$154	\$440
Helicopter, Medium Multi-Blade	\$83	\$236	\$530
Helicopter, Large Twin-Blade	\$102	\$300	\$734
Helicopter, Large Multi-Blade	\$128	\$365	\$1,789

Exhibit C

Rates for “2017” Corporate Hangar - Annual Leases

Effective Date August 1, 2017

<u>Aircraft Category</u>	<u>Per Month</u>
Single Engine, Small	\$323
Single Engine, Medium	\$372
Single Engine, Large	\$506
Twin Engine, Small	\$436
Twin Engine, Medium	\$541
Twin Engine, Large	\$829
Turboprop, Small	\$597
Turboprop, Medium	\$780
Turboprop, Large	\$1,019
Turbojet, Light	\$739
Turbojet, Small	\$858
Turbojet, Medium	\$1,180
Turbojet, Large	\$1,828
Turbojet, Extra Large	\$2,672
Helicopter, Small Twin-Blade	\$275
Helicopter, Small Multi-Blade	\$366
Helicopter, Medium Twin-Blade	\$422
Helicopter, Medium Multi-Blade	\$548
Helicopter, Large Twin-Blade	\$696
Helicopter, Large Multi-Blade	\$1,968

Exhibit D

“2017” Corporate Hangar - Short Term Lease Rates

Effective Date August 1, 2017

<u>Aircraft Category</u>	Daily Lease Rates	Weekly Lease Rates	Monthly Lease Rates
Single Engine, Light Sport	\$49	\$127	\$317
Single Engine, Small	\$57	\$154	\$387
Single Engine, Medium	\$70	\$190	\$414
Single Engine, Large	\$91	\$267	\$577
Twin Engine, Small	\$78	\$232	\$454
Twin Engine, Medium	\$91	\$275	\$562
Twin Engine, Large	\$112	\$323	\$865
Turboprop, Small	\$119	\$267	\$843
Turboprop, Medium	\$133	\$302	\$983
Turboprop, Large	\$154	\$408	\$1,125
Turbojet, Light	\$120	\$267	\$843
Turbojet, Small	\$133	\$296	\$1,195
Turbojet, Medium	\$161	\$338	\$1,406
Turbojet, Large	\$203	\$442	\$2,109
Turbojet, Extra Large	\$239	\$590	\$2,953
Helicopter, Small Twin-Blade	\$49	\$154	\$338
Helicopter, Small Multi-Blade	\$70	\$211	\$414
Helicopter, Medium Twin-Blade	\$57	\$169	\$484
Helicopter, Medium Multi-Blade	\$91	\$260	\$583
Helicopter, Large Twin-Blade	\$112	\$330	\$808
Helicopter, Large Multi-Blade	\$141	\$401	\$1,968

Item Number: 11.a

Meeting Date: 6/27/2017

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-15 - An amendment to Article 2, Section 3-10 and Article 4, Section 3-2B of the Georgetown County Land Development Regulation dealing with streets and easements for Minor Subdivisions.

POINTS TO CONSIDER:

1. The County Development Regulations and Zoning Ordinance require that a new lot front on a dedicated street right-of-way (ROW). Many other local governments allow a limited number of lots to obtain their access from an easement.
2. A dedicated street ROW is not part of any lot and is owned by the State, the County or a private entity.
3. An access easement is actually an area of a lot(s) that an owner allows others to utilize permanently for access to their property.
4. In the past, the County has received requests for access easement approval, usually associated with someone wanting to subdivide a rear portion of their large parcel into a second parcel. These requests are denied.
5. One important distinction is that setbacks are measured from the ROW for a dedicated road but would be measured from a property line not an easement boundary using an access easement.
6. Physically, access easements will likely look like a driveway although staff proposes the easement to be named and a street sign to be installed.
7. The area of an easement would remain with the lot(s) and be included in the minimum lot area.
8. Staff proposes limiting the number of parcels allowed to front on an access easement to three (3). The attached ordinance requires a minimum easement width of 25 feet.
9. Per fire regulations, each access easement would still be required to have an adequate turn-around for emergent vehicles if the easement exceeds 150' in length.
10. Staff recommended adoption of an ordinance regarding frontage for lots that front on easements as well as an amendment to the Land Development Regulations allowing up to three lots to front on a shared private driveway/easement.
11. The Planning Commission held a public hearing on this issue at their April meeting. One person spoke in favor of the proposed ordinance change. The Commission voted 5 to 0 to recommend approval for the proposed ordinance changes with the following conditions: a. removal of the words "The traveled portion of" in the second bolded paragraph of the land development regs ordinance and b. the addition of the following sentence to the land development regs ordinance "The applicable Fire Department maintains the right to require clearance of low hanging branches for vehicular access."
12. Ordinance No. 2017-15 was presented to Council for 2nd reading consideration on May 23rd. County Council voted unanimously to defer action on the proposed ordinance. Ordinance No. 2017-15 has been revised, and recommended changes are highlighted within the ordinance.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request
3. Approve an amended text change
4. Defer action
5. Remand to PC for further study

STAFF RECOMMENDATIONS:

Approve Ordinance No. 2017-15 as amended and presented for 2nd reading.

NOTE: Approval of Ordinance No. 2017-15, as presented, will require a motion to amend to incorporate proposed changes.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
▣	Ordinance No. 2017-15 Amendment to Dev. Regs re Streets/Easements for Minor Subdivisions AS AMENDED FOR 6/27	Ordinance
	Planning Attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-15

AN ORDINANCE TO AMEND ARTICLE 2, SECTION 3-10 AND ARTICLE 4, SECTION 3-2B OF THE DEVELOPMENT REGULATIONS OF GEORGETOWN COUNTY, SOUTH CAROLINA DEALING WITH STREETS AND EASEMENTS FOR MINOR SUBDIVISIONS.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE 2, SECTION 3-10 OF THE DEVELOPMENT REGULATIONS BE AMENDED TO READ AS FOLLOWS:

3-10. Street within Minor Developments

All public and private streets in minor developments shall conform to the standards found in Article 4 of this Ordinance. **However**, private streets in minor developments, containing ten or fewer lots, ~~four to ten lots~~, which are to remain private, are not required to be paved. ~~However~~, Such streets shall be improved in accordance with standards enumerated in this Ordinance and shall be inspected by the Planning Staff.

The private right-of-way shall be improved with an all-weather driving surface capable of supporting emergency vehicles.

Said right-of-way shall be shown on the plat presented for recording and shall be certified by a registered land surveyor. The notation below shall be shown on the plat presented for recording.

“This private right-of-way shall be owned and maintained by the [property owner(s), HOA, POA or other designated entity]. Georgetown County shall not be responsible for the maintenance of or the improvements to the private right-of-way.”

Roadway inspection is not required for streets in minor developments of three or fewer lots ~~unless the roadway is intended to be dedicated to the county~~ **except for the purpose of assuring an all-weather driving surface is installed. Instead, the developer may utilize a shared private driveway/easement to access said parcels. Lots having frontage on an existing County or State roadway that can obtain an encroachment permit from Georgetown County or SCDOT shall not be counted as part of the maximum 3 lots that access the shared private driveway/easement. If an encroachment permit cannot be obtained, such lot shall be counted toward the maximum 3 lots permitted to access the shared private driveway/easement.**

The shared private driveway/easement shall be no less than 25 feet in width to ensure that adequate fire access is maintained. The traveled way shall be improved with an all-weather driving surface capable of supporting emergency vehicles. The

applicable Fire Department maintains the ability to require clearance of low-hanging branches for vehicular access. Utility location within the traveled portion of the easement shall be at the discretion of the applicable utility provider.

~~Except as provided for in Article 4,~~ **A shared private driveway/access easement shall serve a maximum of three lots. Subdivision of the parcel fronting along the shared private driveway/access easement beyond three lots shall require that the driveway be upgraded to the standards of a public or private street right-of-way. Shared private driveways/access easements are not eligible for dedication to the County unless improved to the standards of Article 4 of these regulations. All shared driveways/access easements must be named for 911 purposes per the requirements of Article 2, Section 5.**

Only one shared private driveway/easement per roadway frontage may be installed to provide access to proposed lots. A shared private driveway/access easement shall not originate from another shared private driveway/access easement. A shared private driveway/easement may receive access from a fifty (50) foot private right-of-way. If a parcel has multiple road frontages, one shared private driveway/access easement may be installed from each roadway. Each shared private driveway/access easement can serve a maximum of three lots.

Shared private driveways/access easements originating from different roadways may be connected to form a continuous road. If such a connection is proposed, the entire roadway shall be improved to the roadway improvement standards of Article 4 of these regulations. The costs of improving the roadway shall be that of the developer proposing the connection.

Such shared private driveway/easement shall be shown on the plat presented for recording and shall be certified by a registered land surveyor. The notation below shall be shown on the plat presented for recording.

“This shared private driveway/easement shall be owned by (property owners, HOA, POA or other designated private entity). Additionally, Georgetown County shall not be requested to, nor will, accept ownership or maintenance of this right-of-way.”

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE 4, SECTION 3-2B OF THE DEVELOPMENT REGULATIONS BE AMENDED TO READ AS FOLLOWS:

3-2. Lots

B. Each lot must front for a minimum of fifty (50) feet upon a street or **shared driveway/access easement as allowed in Article 2, Section 3-10**, except on cul-de-sacs radii in which case thirty (30) feet of frontage is required.

**DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____,
2017**

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-15, has been reviewed by me and is hereby approved as to
form and legality.

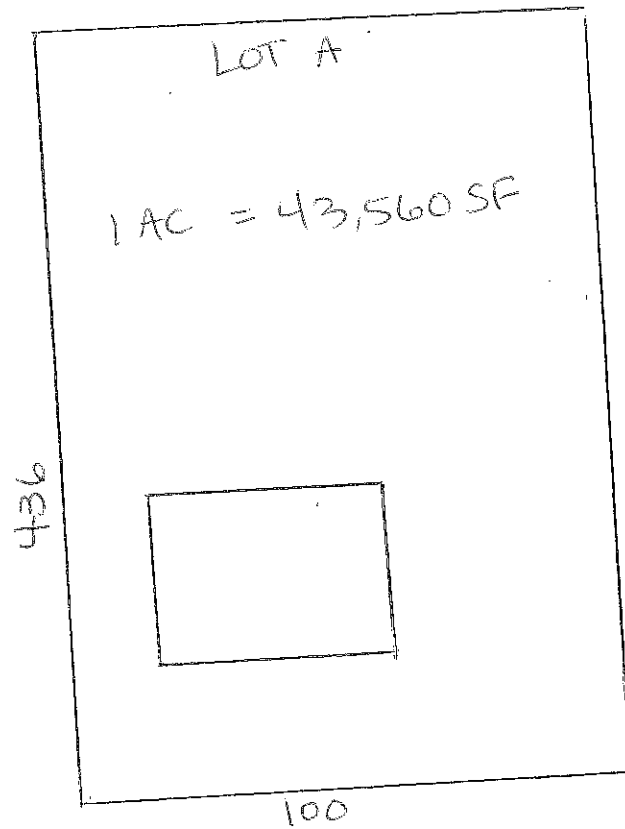
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

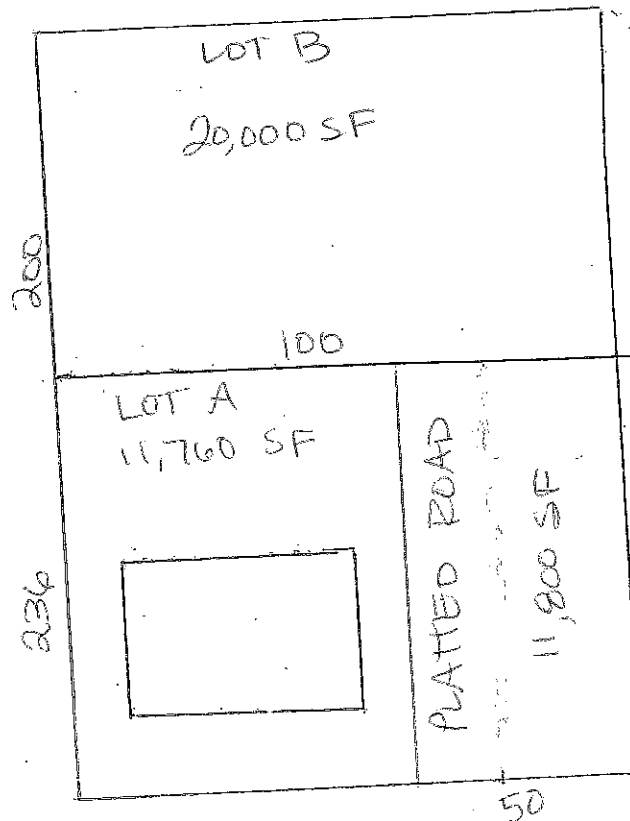
Third Reading: _____

1
ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

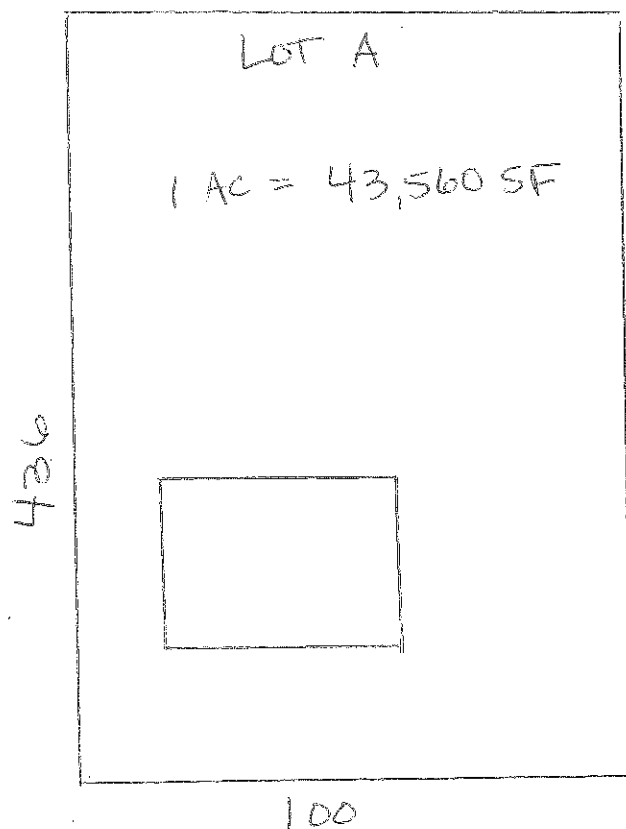
* UTILIZING A
50' PLATTED
RIGHT OF WAY



* NOT
APPROVABLE

(NOT TO SCALE)

ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

*UTILIZING A
25' ACCESS
EASEMENT



(NOT TO SCALE)

HONEYSUCKLE LANE



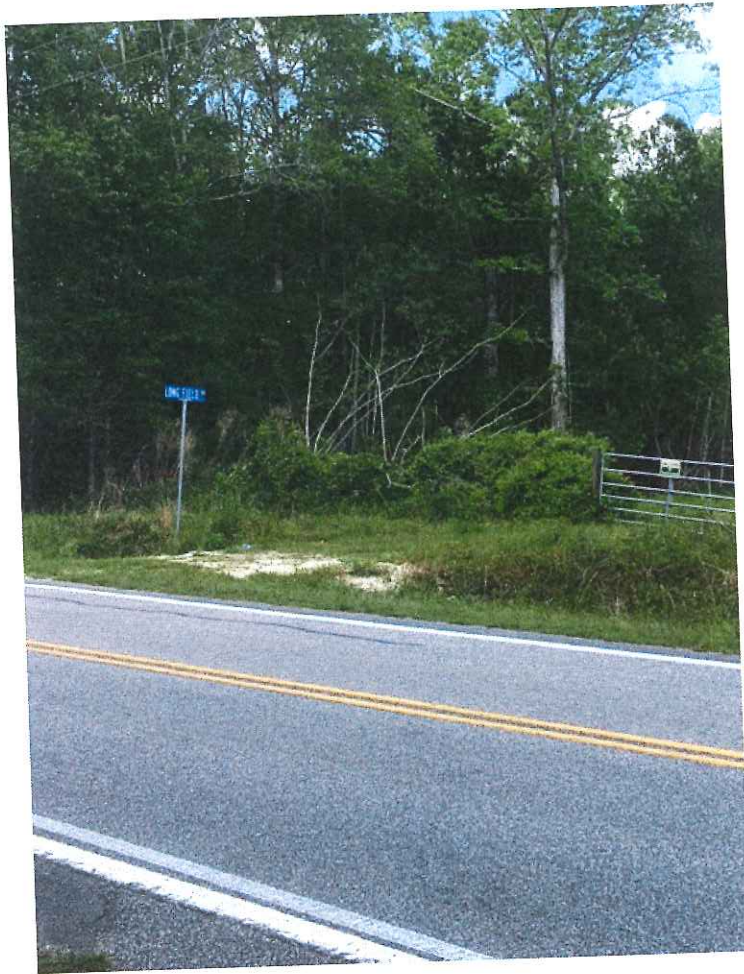
FLORANADA LANE



BULLDOG LANE



LONG FIELD LANE



BETTY LANE



Item Number: 11.b

Meeting Date: 6/27/2017

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-16 - An amendment to Article 4, Section 410 of the Georgetown County Zoning Ordinance as it relates to street frontage.

POINTS TO CONSIDER:

1. The County Development Regulations and Zoning Ordinance require that a new lot front on a dedicated street right-of-way (ROW). Many other local governments allow a limited number of lots to obtain their access from an easement.
2. A dedicated street ROW is not part of any lot and is owned by the State, the County or a private entity.
3. An access easement is actually an area of a lot(s) that an owner allows others to utilize permanently for access to their property.
4. In the past, the County has received requests for access easement approval, usually associated with someone wanting to subdivide a rear portion of their large parcel into a second parcel. These requests are denied.
5. One important distinction is that setbacks are measured from the ROW for a dedicated road but would be measured from a property line not an easement boundary using an access easement.
6. Physically, access easements will likely look like a driveway although staff proposes the easement to be named and a street sign to be installed.
7. The area of an easement would remain with the lot(s) and be included in the minimum lot area.
8. Staff proposes limiting the number of parcels allowed to front on an access easement to three (3). The attached ordinance requires a minimum easement width of 25 feet.
9. Per fire regulations, each access easement would still be required to have an adequate turn-around for emergent vehicles if the easement exceeds 150' in length.
10. Staff recommended adoption of an ordinance regarding frontage for lots that front on easements as well as an amendment to the Land Development Regulations allowing up to three lots to front on a shared private driveway/easement.
11. The Planning Commission held a public hearing on this issue at their April meeting. One person spoke in favor of the proposed ordinance change. The Commission voted 5 to 0 to recommend approval for the proposed ordinance changes with the following conditions: a. removal of the words "The traveled portion of" in the second bolded paragraph of the land development regs ordinance and b. the addition of the following sentence to the land development regs ordinance "The applicable Fire Department maintains the right to require clearance of low hanging branches for vehicular access."
12. County Council previously deferred action on Ordinance No. 2017-16.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request
3. Approve an amended request

3. Approve an amended request
4. Remand to PC for further study
 5. Defer action

STAFF RECOMMENDATIONS:

Approve 2nd reading of Ordinance No. 2017-16.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
▣	Ordinance No. 2017-16 Amendment to Zoning Ordinance related to Street Frontage	Ordinance
	Planning Attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2017-16

**AN AMENDMENT TO ARTICLE IV, GENERAL PROVISIONS, SECTION 410,
STREET FRONTAGE OF THE ZONING ORDINANCE OF GEORGETOWN
COUNTY, SOUTH CAROLINA**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF
GEORGETOWN COUNTY, IN COUNTY COUNCIL ASSEMBLED:**

To Amend Article IV, General Provisions, Section 410, Street Frontage, as follows:

410. Street Frontage. Except as herein provided, no building shall hereafter be erected, constructed, moved or relocated on a lot which does not have at least fifty (50) feet of frontage on a publicly dedicated and accepted or publicly maintained street, except:

410.1 Lots fronting on cul-de-sacs may have a minimum road frontage of thirty (30) feet if the lot is at least fifty (50) feet in width at the building line;

410.2 Condominiums and townhouses may be excluded from this provision with the approval of the Planning Commission;

410.3 Lots located on a private street in minor subdivisions or planned developments, which are shown on a property approved and recorded plat upon which said private street is so designated;

410.4 Where a lot exists prior to the adoption of the Zoning Ordinance without any frontage, the Planning Commission may determine if private access is adequate for the development of the lot; however, if the owner of the lot owns an adjoining lot with street access, he must combine said lots to comply with this section. This exception only applies to lots separately owned since the enactment of the Ordinance (January 1, 1974); and

410.5 Lots created in a Minor Subdivision of three or fewer lots and fronting on a shared driveway, which shall be a recorded access easement, as provided for in Article 2, Section 3-10.

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2017.

Johnny Morant (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-16, has been reviewed by me and is hereby approved as to form and legality.

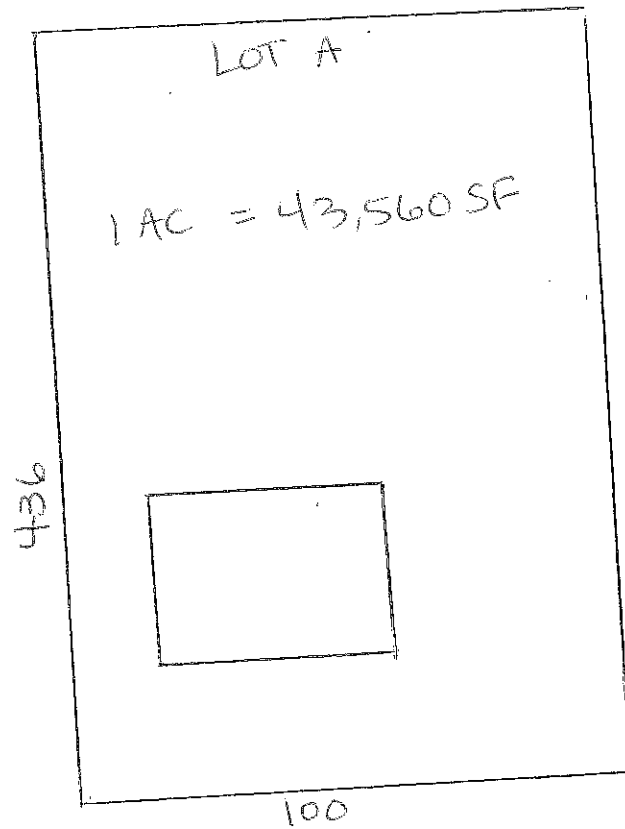
Wesley Bryant
Georgetown County Attorney

First Reading:_____

Second Reading:_____

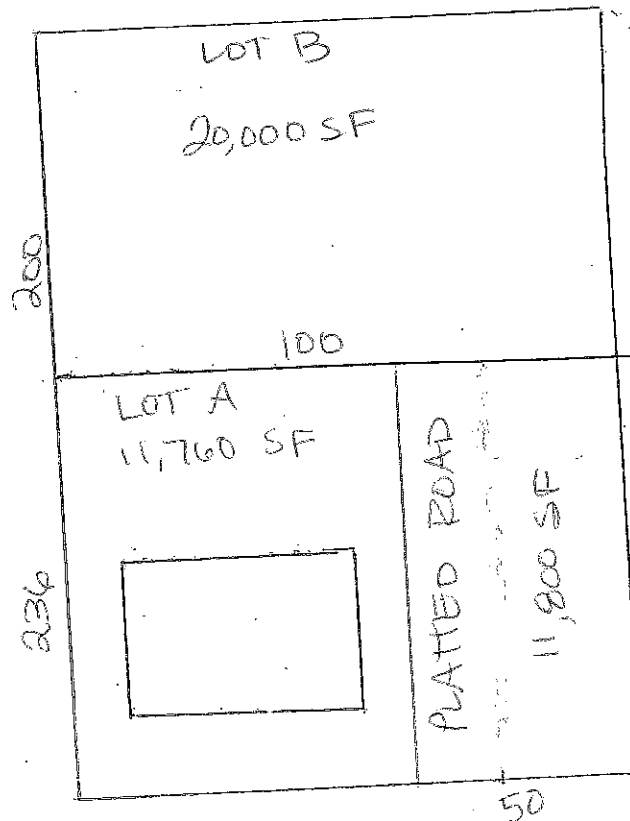
Third Reading:_____

1
ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

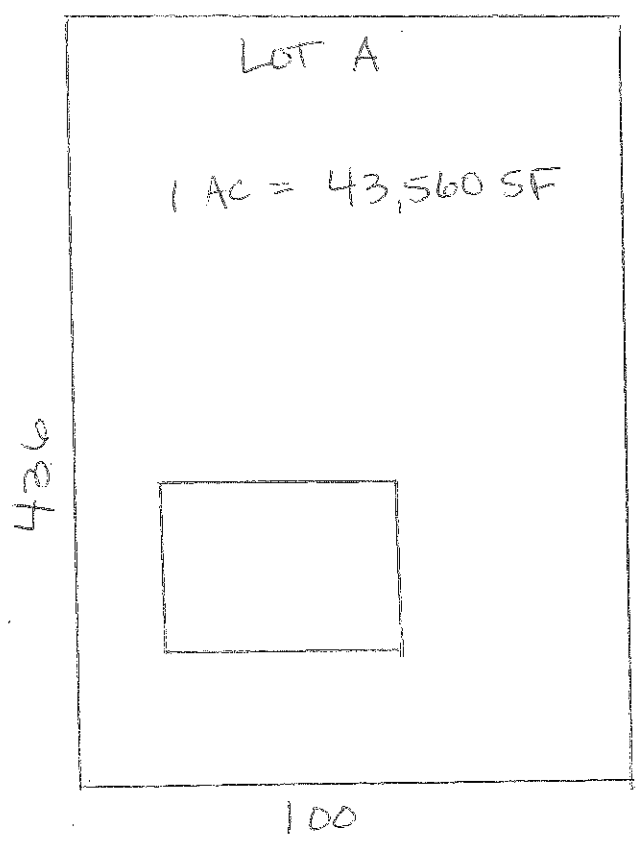
* UTILIZING A
50' PLATTED
RIGHT OF WAY



* NOT
APPROVABLE

(NOT TO SCALE)

ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

*UTILIZING A
25' ACCESS
EASEMENT



(NOT TO SCALE)

HONEYSUCKLE LANE



2

WANDA KAY LAMBER
01-0440-020-00-00

VICINTY MAP: NO SCALE



NOTES: LOT IS NOT IN FLOOD ZONE
PROPERTY IS ZONED F/A
STATE PLANE COORDINATES BY GPS
DISTANCES ARE GRID

N.B. 35/63 ACAD/FRe 14/BUBBA WILSON

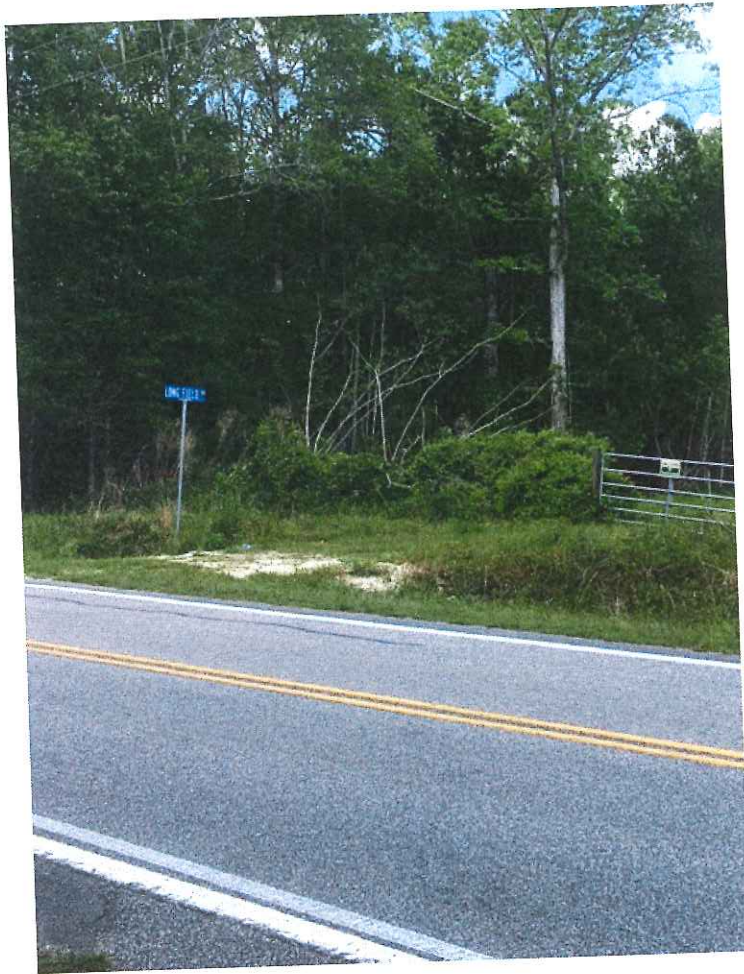
FLORANADA LANE



BULLDOG LANE



LONG FIELD LANE



BETTY LANE



Item Number: 15.a
Meeting Date: 6/27/2017
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Funding of Hangar Projects at Georgetown and Andrews Airports

CURRENT STATUS:

A Hangar Development Plan was proposed by the Airport Commission and approved by County Council in November 2014. That plan included the construction of T-Hangars at the Georgetown and Andrews airports and a Corporate Hangar at the Georgetown airport. The total projected costs for the three hangar projects was \$1,650,000 and was to be funded initially with \$325,000 from the County's Airport Improvement Fund, and the remainder of \$1,325,000 from bond issuance.

The Georgetown T-Hangars and the Andrews T-Hangars have been completed for \$548,592 and \$292,435, respectively. The Georgetown Corporate Hangar project is underway and the latest cost estimate for the hangar and associated taxiway is \$962,654. The total for all three projects is \$1,803,681, which is \$153,681 over the original projected costs.

On March 14, 2017, Council awarded a contract to Coastal Structures for construction of the Georgetown Corporate Hangar, and on March 28, 2017, approved a change order to that contract for the construction of the associated taxiway. At that time, we anticipated grant funding in the amount of \$157,007 from the South Carolina Department of Aeronautics. Unfortunately, the anticipated grant has not materialized as of yet, resulting in the over-budget situation described above.

POINTS TO CONSIDER:

The taxiway to the Corporate Hangar is an integral part of the overall project and is necessary in order to place the hangar in service.

The County may still get the anticipated grant funding at a future date, but *when and if* is not certain at this point.

FINANCIAL IMPACT:

Hangar rental rates have been increased twice as part of the original plan approved and implemented by Council to provide for payment of the the debt service on bonds that were expected to be issued. We have determined that sufficient funds are available in the Debt Service Fund to cover the unfunded project costs of \$1,478,681, and enable us to avoid issuance costs and interest associated with a bond issue. The amount that is available in the Debt Service Fund has accumulated from various transfers over the years from the General Fund, and other funds, as a means of building up a cushion, or safety margin, in the fund. The current Debt Service fund balance is considered more than sufficient to allow for this proposed use.

OPTIONS:

1) Proceed with Georgetown Corporate Hangar and Taxiway projects and use available funding in

the Debt Service Fund to pay for all three hangar projects described above, less the \$325,000 that has already been applied from the Airport Improvement Fund, or

2) Proceed with Georgetown Corporate Hangar and Taxiway projects and issue bonds to pay for the hangar projects described above, less the \$325,000 that has already been applied from the Airport Improvement Fund, or

3) Halt construction of the Corporate Hangar and Taxiway projects.

STAFF RECOMMENDATIONS:

Staff strongly recommends proceeding with Georgetown Corporate Hangar and Taxiway projects and using available funding in the Debt Service Fund to pay for all three hangar projects described above, less the \$325,000 that has already been applied from the Airport Improvement Fund. This option will complete the plan which was committed to in 2014 and by using internal available funds, the County will realize very substantial savings versus the alternative of issuing bonds.

Item Number: 15.b
Meeting Date: 6/27/2017
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

2017 Capital Improvements Plan Update

CURRENT STATUS:

Council has met a number of times to review and discuss available funding and project alternatives for the FY2019 through FY2021 time frame in the ongoing Capital Improvements Plan (CIP). Based upon the decisions and feedback from Council the entire CIP has been updated with the identified projects and uses and is now balanced with the appropriate funding. The items which Council directed to be included are shown in red font on the attached spreadsheets.

POINTS TO CONSIDER:

Projects costs, O&M costs, debt service costs, and the funding plan have all been updated and is balanced through FY2021 as presented.

FINANCIAL IMPACT:

Same

OPTIONS:

- 1) Approve the 2017 Capital Improvements Plan as updated through FY2021, or
- 2) Do not approve the 2017 Capital Improvements Plan as updated through FY2021.

STAFF RECOMMENDATIONS:

Approve the 2017 Capital Improvements Plan as updated through FY2021.

ATTACHMENTS:

Description	Type
Capital Improvements Plan Update 6/27/17	Backup Material

Georgetown County
Capital Improvement Plan
Revenue Projections
2017 Update (June 2017)

Revenue Sources	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Current Funds Available for CIP Projects									
2003 Bond Funds (for Facilities)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,206,726
Grants for Campbell Marine Complex	-	-	-	-	-	-	-	-	3,605,757
BAN Earmarked for Airport Terminal	-	-	-	-	-	-	-	-	2,400,000
Grants for Georgetown Airport Terminal	-	-	-	-	-	-	-	-	550,000
Airport Improvement Funds Earmarked for Terminal	-	-	-	-	-	-	-	-	-
County Funds Earmarked for Spec Building Construction	-	-	-	-	-	-	-	-	677,000
County Funds Earmarked for Rural Highway Paving	-	-	-	-	-	-	-	-	1,588,050
Debt Service Fund Balance as of 6/30/2007	-	-	-	-	-	-	-	-	1,316,441
Debt Service Fund Tax Revenues, Fees & Interest - Excluding DSR ^{(1) (2)}	4,543,270	4,606,468	4,732,507	4,781,342	4,984,656	5,084,000	4,506,000	4,866,000	73,956,038
CIP O&M Revenue from Mills ^{(1) (2)}	4,054,000	4,097,294	4,222,882	4,275,514	4,344,772	4,432,000	5,158,000	5,313,000	50,559,461
Interest Earnings on Bond Proceeds	31,119	30,135	-	-	-	40,000	20,000	10,000	515,764
Interest Earnings on Debt Service Reserve Funds	72,315	(38,617)	3,574	16,300	18,000	20,000	10,000	-	793,963
Additional Fees Generated from New Services	64,000	66,000	68,000	70,000	72,000	75,000	990,500	1,025,000	2,464,500
Transportation Impact Fees ⁽³⁾	419,434	241,513	294,018	440,000	290,000	299,000	308,000	317,000	3,345,065
Library Impact Fees ⁽³⁾	151,162	180,103	179,932	320,000	221,000	228,000	235,000	242,000	2,135,606
Law Enforcement Impact Fees ⁽³⁾	241,837	208,792	249,464	360,000	249,000	256,000	264,000	272,000	2,647,026
Recreation and Leisure Impact Fees ⁽³⁾	366,601	436,191	464,499	900,000	532,000	548,000	564,000	581,000	5,309,737
Vehicle Road Fees @ \$30 each ⁽³⁾	1,763,820	1,787,130	1,764,660	1,770,000	1,780,000	1,816,000	1,852,000	1,889,000	24,517,430
Local Hospitality and Accommodations Tax ⁽³⁾	1,604,250	1,715,000	1,750,500	1,801,000	1,855,000	1,926,000	2,039,500	2,132,000	23,688,250
State Accommodations Tax ⁽³⁾	-	-	-	-	-	-	-	-	377,066
State DSS Funding Subsidy of New DSS Building	-	-	-	-	-	11,000	11,000	11,000	33,000
Proceeds from Sale of Pad Ready Sites - Industrial Park	-	-	-	-	328,315	-	-	-	328,315
Proceeds from Sale of Spec Building	-	-	893,231	-	1,650,000	-	1,200,000	-	3,793,231
Economic Development School District Agreement (FILOT)	36,054	131,035	448,002	498,000	500,000	-	-	-	5,710,956
Grant for Murrells Inlet Community Center	-	-	-	-	-	-	-	-	235,000
Grant for Parkersville Recreational Center	-	-	-	-	-	-	-	-	469,781
Other Grant Revenue for CIP Projects	1,898,025	482,092	725,915	700,000	150,000	275,000	150,000	150,000	11,795,969
2008 Installment Purchase Revenue (IPR) Bond ⁽⁴⁾	-	-	-	-	-	-	-	-	23,697,450
2009A Installment Purchase Revenue (IPR) Bond - Refunding ⁽⁴⁾	-	-	-	-	-	-	-	-	24,305,422
2009B Installment Purchase Revenue (IPR) Bond - New Money ⁽⁴⁾	-	-	-	-	-	-	-	-	25,523,791

Georgetown County
 Capital Improvement Plan
 Revenue Projections
 2017 Update (June 2017)

Revenue Sources	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Bond Proceeds Reserved for Debt Service Reserve Funds	-	-	-	-	-	-	-	-	4,699,994
FY2011 General Obligation Bonds - Refunding	-	-	-	-	-	-	-	-	12,199,892
General Obligation Bond Anticipation Note (net proceeds)	-	-	-	-	-	2,900,000	-	-	2,900,000
General Obligation Bonds (net proceeds) ⁽⁴⁾	-	-	-	-	-	13,600,000	-	-	33,617,554
Capital Projects Sales Tax	-	812	9,059,960	9,938,423	10,236,576	10,543,673	-	-	39,779,444
P&R Capital Projects - Residual Funds	-	-	-	-	-	-	-	-	894,971
Visions I Capital Projects - Residual Balance	-	-	-	-	-	-	-	-	57,949
Landbank - Residual Funds	-	-	-	-	-	-	-	-	151,621
Admissions Tax - County	86,705	-	-	-	-	-	-	-	706,705
Admissions Tax - State	520,196	-	-	-	-	-	-	-	520,196
Sunday Sales - County	67,413	72,639	70,000	70,000	70,000	70,000	70,000	70,000	1,125,052
Proceeds from Sale of Old Waccamaw Library	-	-	521,453	-	-	-	-	-	521,453
Trade-In Allowance on Equipment	-	62,130	-	-	-	-	-	-	236,353
Transfer from Other County Funds	-	107,999	292,500	-	-	-	-	-	400,499
Contributions	-	100,000	200,000	-	-	-	-	-	300,000
TOTAL	\$ 15,920,201	\$ 14,286,716	\$ 25,941,097	\$ 25,940,579	\$ 27,281,319	\$ 42,123,673	\$ 17,378,000	\$ 16,878,000	\$ 405,658,478

⁽¹⁾ Assessed Values have been projected to increase 2.0% in FY19, 3.0% in FY20, and 8.0% in FY21.
⁽²⁾ Millage is not rolled back at time of reassessment for Debt Service, but it is for O&M. Collection rate is assumed to be 98%.
⁽³⁾ Must be matched to eligible expenditures in that various restrictions apply. Impact fees do not include fire impact fees.
⁽⁴⁾ Projected net of issuance costs and debt service reserve fund requirements when applicable.

Georgetown County
Capital Improvement Plan
Transportation Projects
2017 Update (June 2017)

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Revenue Sources									
General Obligation Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -	\$ 5,987,554
2009 IPR Bond - New Money	-	-	-	-	-	-	-	-	2,573,120
BAN for Airport Terminal	-	-	-	-	-	-	-	-	2,400,000
Grants for G'town Airport Terminal	-	-	-	-	-	-	-	-	550,000
Other Grants	1,898,025	482,092	725,915	150,000	150,000	275,000	150,000	150,000	9,474,450
Transfer from other County Funds	-	32,500	292,500	1,478,681	-	-	-	-	1,803,681
County Funds Earmarked for Rural Highway Paving	-	-	-	-	-	-	-	-	1,588,050
Vehicle Road Fees	1,475,191	1,689,461	1,558,010	1,575,410	1,476,000	1,404,000	1,330,000	1,255,000	21,214,888
Total Revenue Sources	\$ 3,373,216	\$ 2,204,053	\$ 2,576,425	\$ 3,204,091	\$ 1,626,000	\$ 4,479,000	\$ 1,480,000	\$ 1,405,000	\$ 45,591,743
Capital Expenditures									
Highway Improvements									
Rural Highway Paving	\$ 894,456	\$ 1,254,499	\$ 868,003	\$ 7,324,453	\$ 1,476,000	\$ 1,404,000	\$ 1,330,000	\$ 1,255,000	\$ 22,802,938
Petigru Extension to Aspen Loop	-	74,831	92,888	100,000	635,606	-	-	-	950,000
Brick Chimney Road - Paving	-	-	-	100,000	1,300,000	3,000,000	1,400,000	-	5,800,000
Alston Road & Highway 17 - Intersection Imp/Alignment (Complete)	-	50,000	-	-	-	-	-	-	50,000
Willbrook Traffic Circle (Dropped)	-	24,420	20,475	-	-	-	-	-	44,895
Parkersville Extension - Baskerville to Gilman (Est: \$1,310,000)	-	-	-	-	-	-	-	-	10,575
Subtotal Highway Improvements	894,456	1,403,750	981,366	7,524,453	3,411,606	4,404,000	2,730,000	1,255,000	29,658,408
Airport Improvements									
Airport Terminal (complete)	-	-	-	-	-	-	-	-	2,882,545
Georgetown Airport T-Hangars (complete)	-	32,500	516,092	-	-	-	-	-	548,592
Andrews Airport T-Hangars (complete)	-	-	214,928	77,508	-	-	-	-	292,436
Georgetown Corporate Hangars	-	-	5,000	107,760	849,893	-	-	-	962,653
Airport Improvements (airside)	-	-	-	150,000	150,000	150,000	150,000	150,000	750,000
Airport Miscellaneous	1,898,025	482,092	725,915	-	-	-	-	-	8,599,450
Subtotal Airport Improvements	1,898,025	514,592	1,461,935	335,268	999,893	150,000	150,000	150,000	14,035,676

Georgetown County
Capital Improvement Plan
Transportation Projects
2017 Update (June 2017)

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Other Improvements									
Bikeways (Increased from \$500,000 to \$1,000,000)	-	-	-	-	250,000	250,000	250,000	250,000	1,000,000
Coast RTA Capital Needs	-	-	-	-	-	500,000	-	-	500,000
TBD	-	-	-	-	-	-	-	397,659	397,659
Subtotal Other Improvements	-	-	-	-	250,000	750,000	250,000	647,659	1,897,659
Total Capital Expenditures	\$ 2,792,481	\$ 1,918,342	\$ 2,443,301	\$ 7,859,721	\$ 4,661,499	\$ 5,304,000	\$ 3,130,000	\$ 2,052,659	\$ 45,591,743
Annual Excess/(Shortage)	\$ 580,735	\$ 285,711	\$ 133,124	\$ (4,655,630)	\$ (3,035,499)	\$ (825,000)	\$ (1,650,000)	\$ (647,659)	
Cumulative Excess/(Shortage)	\$ 10,394,953	\$ 10,680,664	\$ 10,813,788	\$ 6,158,158	\$ 3,122,659	\$ 2,297,659	\$ 647,659	\$ -	

**Georgetown County
Capital Improvement Plan
Recreation & Leisure Projects
2017 Update (June 2017)**

[illegible]

**Georgetown County
Capital Improvement Plan
Recreation & Leisure Projects
2017 Update (June 2017)**

[illegible]

**Georgetown County
Capital Improvement Plan
Recreation & Leisure Projects
2017 Update (June 2017)**

[illegible]

Georgetown County
 Capital Improvement Plan
 Recreation & Leisure Projects
 2017 Update (June 2017)

					FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
				Georgetown Region									
				Eight Oaks Park									
				Phase I Projects (Project is Complete)	25,611	-	-	-	-	-	-	-	8,798,966
				Baseball Complex (8 fields)									
				Sitework									
				Other Projects									
				Completion of 2 Originally Designed Ball Fields	-	-	-	-	-	1,194,920	-	-	1,194,920
				South Island Park									
				South Island Complex (complete)	-	-	-	-	-	-	-	-	139,448
				Other Facilities & Renovation Projects									
				Tennis Courts (6) - East Bay Park	-	-	-	50,000	400,000	-	-	-	450,000
				Renovate Howard Gym & Auditorium	309,512	218,832	1,389,493	86,000	-	-	-	-	2,027,782
				Renovate Beck (complete)	-	-	-	-	-	-	-	-	657,379
				Multi-Purpose Field - Beck	-	-	-	25,000	443,750	892,250	-	-	1,361,000
				Subtotal Georgetown Region	335,123	218,832	1,389,493	161,000	843,750	892,250	-	-	13,434,575

**Georgetown County
Capital Improvement Plan
Recreation & Leisure Projects
2017 Update (June 2017)**

				FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Waccamaw Region												
		Stables Park										
		Phase I Projects (Project is Complete)		2,566	-	-	-	-	-	-	-	5,320,492
		<i>Tennis Facility (10 courts)</i>										
		<i>Multi-Purpose Fields (4)</i>										
		<i>Sitework</i>										
Parkersville Park												
		Phase I Projects (Project is Complete)		3,517	-	-	-	-	-	-	-	4,478,556
		<i>Recreational Center</i>										
		<i>Sitework</i>										
Retreat Park												
		Phase I Projects (Project is Complete)		3,222	-	-	-	-	-	-	-	2,037,577
		<i>Baseball Complex (3 fields)</i>										
Other Facilities & Renovation Projects												
		Murrells Inlet Community Center (Project is Complete)		1,281,136	44,705	-	-	-	-	-	-	1,432,609
		Basketball Courts (2)		-	-	-	-	-	37,500	-	-	37,500
		Wachesaw Park Upgrade		31,510	1,390	95	-	-	31,269	-	-	75,000
		Ballfields at Waccamaw Elementary School Site		-	-	-	-	200,000	2,000,000	1,160,550	-	3,360,550
Subtotal Waccamaw Region				1,321,951	46,095	95	-	-	68,769	-	-	13,381,734
Capital Expenditures for Projects Identified				3,160,302	467,987	1,926,401	4,911,750	6,143,750	6,311,019	150,000	-	74,824,871
		Contingency		-	-	-	-	-	-	-	397,310	397,310
Total Capital Expenditures				\$ 3,160,302	\$ 467,987	\$ 1,926,401	\$ 4,911,750	\$ 6,143,750	\$ 6,311,019	\$ 150,000	\$ 397,310	\$ 75,222,181
Annual Excess/(Shortage)				\$ (1,139,988)	\$ 1,043,652	\$ (389,401)	\$ (3,330,750)	\$ (4,517,750)	\$ (1,738,019)	\$ 1,571,000	\$ 1,373,690	
Cumulative Excess/(Shortage)				\$ 5,987,578	\$ 7,031,230	\$ 6,641,829	\$ 3,311,079	\$ (1,206,671)	\$ (2,944,690)	\$ (1,373,690)	\$ -	

Georgetown County
 Capital Improvement Plan
 Economic Development Projects
 2017 Update (June 2017)

		FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
	Revenue Sources									
	Funds Earmaked for Spec Bldg Const	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 677,000
	Proceeds from Sale of Pad Ready Site	-	-	-	-	328,315	-	-	-	328,315
	Proceeds from Sale of Spec Buildings	-	-	893,231	-	1,650,000	-	1,200,000	-	3,793,231
	School Agreement - FILOT	36,054	131,035	448,002	498,000	500,000	-	-	-	5,710,956
	Grants	-	-	-	550,000	-	-	-	-	670,000
	Contributions	-	100,000	200,000	-	-	-	-	-	300,000
	Total Revenue Sources	\$ 36,054	\$ 231,035	\$ 1,541,233	\$ 1,048,000	\$ 2,478,315	\$ -	\$ 1,200,000	\$ -	\$ 11,479,502
	Capital Expenditures									
	Commerce Center, Pad Ready Site	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 328,315
	Spec Building #2	-	-	-	-	-	-	-	-	1,694,528
	Spec Building #3	-	-	-	1,000,000	650,000	-	-	-	1,650,000
	Spec Building #4	-	-	-	-	-	-	1,200,000	-	1,200,000
	Park Beautification	-	-	-	-	500,000	-	-	-	500,000
	Land & Park Development	-	73,939	-	500,000	3,552,187	-	-	-	5,710,000
	Development Assistance	-	35,000	125,000	-	-	-	-	-	160,000
	TBD	-	-	-	-	236,659	-	-	-	236,659
	Total Capital Expenditures	\$ -	\$ 108,939	\$ 125,000	\$ 1,650,000	\$ 4,938,846	\$ -	\$ 1,200,000	\$ -	\$ 11,479,502
	Annual Excess/(Shortage)	\$ 36,054	\$ 122,096	\$ 1,416,233	\$ (602,000)	\$ (2,460,531)	\$ -	\$ -	\$ -	
	Cumulative Excess/(Shortage)	\$ 1,524,202	\$ 1,646,298	\$ 3,062,531	\$ 2,460,531	\$ -	\$ -	\$ -	\$ -	

Georgetown County
 Capital Improvement Plan
 Community Enhancement Projects
 2017 Update (June 2017)

		FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
	Revenue Sources									
	General Obligation Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	\$ -	\$ -	\$ 5,635,000
	2009B IPR Bond - New Money	-	-	-	-	-	-	-	-	1,396,923
	State Accommodations Tax	-	-	-	-	-	-	-	-	120,000
	Grants	-	-	-	-	-	-	-	-	773,000
	Total Revenue Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	\$ -	\$ -	\$ 7,924,923
	Capital Expenditures									
	Andrews Library (complete)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,563,114
	Georgetown Library									
	Replace Roof on Current Building (complete)	-	-	-	-	-	-	-	-	146,304
	Subtotal Georgetown Library	-	-	-	-	-	-	-	-	146,304
	Sampit Library	-	-	11,621	-	400,000	1,759,379	-	-	2,171,000
	Waccamaw Library									
	Replace Roof on Current Building (complete)	-	-	-	-	-	-	-	-	16,132
	New Library (complete)	808,766	2,306,885	39,182	-	-	-	-	-	3,479,727
	Subtotal Waccamaw Library	808,766	2,306,885	39,182	-	-	-	-	-	3,495,859
	Historic Preservation									
	Winyah Auditorium Restoration (complete)	-	-	-	-	-	-	-	-	120,000
	Heritage Center at Georgetown Library (complete)	-	-	-	-	-	-	-	-	77,373
	Subtotal Historic Preservation	-	-	-	-	-	-	-	-	197,373

Georgetown County
 Capital Improvement Plan
 Community Enhancement Projects
 2017 Update (June 2017)

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Beautification - Gateway Sign Project	-	-	-	-	-	100,000	-	-	100,000
Capital Expenditures for Projects Identified	808,766	2,306,885	50,803	-	400,000	1,859,379	-	-	7,673,650
Contingency	-	-	-	-	-	-	-	251,273	251,273
Total Capital Expenditures	\$ 808,766	\$ 2,306,885	\$ 50,803	\$ -	\$ 400,000	\$ 1,859,379	\$ -	\$ 251,273	\$ 7,924,923
Annual Excess/(Shortage)	\$ (808,766)	\$ (2,306,885)	\$ (50,803)	\$ -	\$ (400,000)	\$ 540,621	\$ -	\$ (251,273)	
Cumulative Excess/(Shortage)	\$ 2,468,340	\$ 161,455	\$ 110,652	\$ 110,652	\$ (289,348)	\$ 251,273	\$ 251,273	\$ -	

Georgetown County
 Capital Improvement Plan
 Facilities Projects
 2017 Update (June 2017)

		FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Revenue Sources										
	2009B IPR Bond - New Money	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,868,645
	Interest Earnings on Bond Proceeds	31,119	30,135	-	-	-	40,000	20,000	10,000	515,764
	2003 General Obligation Bonds	-	-	-	-	-	-	-	-	11,206,726
	Grants	-	-	-	-	-	-	-	-	132,678
	State DSS Funding Subsidy of New DSS Building	-	-	-	-	-	11,000	11,000	11,000	33,000
	2008 IPR Bond	-	-	-	-	-	-	-	-	11,741,283
	Other General Obligation Bonds	-	-	-	-	-	8,400,000	-	-	9,975,028
	Proceed from Sale of Old Waccamaw Library	-	-	521,453	-	-	-	-	-	521,453
	Trade-In Allowance on Equipment	-	62,130	-	-	-	-	-	-	236,353
	Transfer from other County Funds	-	75,499	-	-	-	-	-	-	75,499
	Total Revenue before Transfers	\$ 31,119	\$ 167,764	\$ 521,453	\$ -	\$ -	\$ 8,451,000	\$ 31,000	\$ 21,000	\$ 37,306,429
	Add: Excess Revenue from O&M Millage	1,600,000	1,053,000	1,056,108	842,514	714,772	415,000	811,500	800,000	12,363,068
	Total Revenue Sources	\$ 1,631,119	\$ 1,220,764	\$ 1,577,561	\$ 842,514	\$ 714,772	\$ 8,866,000	\$ 842,500	\$ 821,000	\$ 49,669,497
Capital Expenditures										
	DSN Relocation (complete)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,404,825
	Judicial Center (complete)	-	-	-	-	-	-	-	-	20,915,376
	Courthouse Renovation	96,814	10,445	8,706	9,379	-	-	-	-	1,740,000
	911/EOC Expansion (complete)	-	-	-	-	-	-	-	-	808,262
	Detention Center	-	-	37,539	57,427	-	6,785,736	-	-	7,857,775
	Law Enforcement Mobile Command Center			142,225	-	-	-	-	-	142,225
	Law Enforcement	-	-	914,474	-	61,026	-	-	-	975,500
	Magistrate's Court (Sheriff Satellite)	598,911	480,642	30,586	39,861	-	-	-	-	1,150,000
	Clemson Extension Roof Repair (complete)	-	-	-	-	-	-	-	-	7,550
	DSS Relocation	225	26,043	-	100,000	2,000,000	273,732	-	-	2,400,000
	Alcohol & Drug Expansion	-	-	-	50,000	300,000	309,200	-	-	700,000
	Facilities Misc (Fleet Maintenance Facility) (complete)	483,231	115,603	80,315	95,085	-	-	-	-	805,800
	Fire/EMS Facilities & Equipment	952,280	597,634	7,935	256,734	1,741,094	1,000,000	-	-	6,034,762
	Technology - Software and Hardware Upgrades	44,006	51,339	24,275	-	670,000	135,000	-	-	2,685,400
	Document Management Facilities (complete)	-	-	30,006	-	-	-	-	-	30,006
	Major Facilities Repairs (roofs, HVAC systems, etc.)	-	-	-	-	588,662	819,900	391,438	-	1,800,000

Georgetown County
 Capital Improvement Plan
 Facilities Projects
 2017 Update (June 2017)

		FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
	Capital Expenditures for Projects Identified	\$ 2,175,467	\$ 1,281,706	\$ 1,276,061	\$ 608,486	\$ 5,360,782	\$ 9,323,568	\$ 391,438	\$ -	\$ 49,457,481
	Contingency	-	-	-	-	-	-	-	212,016	212,016
	Total Capital Expenditures	\$ 2,175,467	\$ 1,281,706	\$ 1,276,061	\$ 608,486	\$ 5,360,782	\$ 9,323,568	\$ 391,438	\$ 212,016	\$ 49,669,497
	Annual Excess/(Shortage)	\$ (544,348)	\$ (60,942)	\$ 301,500	\$ 234,028	\$ (4,646,010)	\$ (457,568)	\$ 451,062	\$ 608,984	
	Cumulative Excess/(Shortage)	\$ 3,568,947	\$ 3,508,005	\$ 3,809,505	\$ 4,043,533	\$ (602,478)	\$ (1,060,046)	\$ (608,984)	\$ 0	

Georgetown County
 Capital Improvement Plan
 Capital Projects Sales Tax Projects
 2017 Update (June 2017)

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Revenue Sources									
Capital Projects Sales Tax	\$ -	\$ 812	\$ 9,059,960	\$ 9,938,423	\$ 10,236,576	\$ 10,543,673	\$ -	\$ -	\$ 39,779,444
Total Revenue Sources	\$ -	\$ 812	\$ 9,059,960	\$ 9,938,423	\$ 10,236,576	\$ 10,543,673	\$ -	\$ -	\$ 39,779,444
Capital Expenditures									
Winyah Bay Dredging	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Murrells Inlet Dredging	-	26,921	429,942	8,798,860	-	-	-	-	9,255,723
Andrews Fire/Police Complex	-	-	-	-	1,500,000	-	-	-	1,500,000
Fire Stations - Big Dam Swamp	-	133	35,985	38,931	724,951	-	-	-	800,000
Fire Stations - Other Rural Stations	-	1,301	194,185	267,213	537,301	-	-	-	1,000,000
Road Resurfacing Projects	-	-	4,289,280	5,536,944	400,000	-	-	-	10,226,224
HGTC Advance Manufacturing Facility	-	-	-	-	-	1,500,000	-	-	1,500,000
Land Purchases	-	-	-	-	-	3,800,000	-	-	3,800,000
Beach Renourishment ???	-	-	-	-	-	-	-	-	-
Dredging Harborwalk Area ???	-	-	-	-	-	-	-	-	-
TBD	-	-	-	-	-	11,697,497	-	-	11,697,497
Total Capital Expenditures	\$ -	\$ 28,355	\$ 4,949,392	\$ 14,641,948	\$ 3,162,252	\$ 16,997,497	\$ -	\$ -	\$ 39,779,444
Annual Excess/(Shortage)	\$ -	\$ (27,543)	\$ 4,110,568	\$ (4,703,525)	\$ 7,074,324	\$ (6,453,824)	\$ -	\$ -	
Cumulative Excess/(Shortage)	\$ -	\$ (27,543)	\$ 4,083,025	\$ (620,500)	\$ 6,453,824	\$ -	\$ -	\$ -	

Georgetown County
 Capital Improvement Plan
 Operating & Maintenance Costs
 2017 Update (June 2017)

		FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Revenue Sources										
	CIP O&M Revenue from Mills (1a) (2)	\$ 4,054,000	\$ 4,097,294	\$ 4,222,882	\$ 4,275,514	\$ 4,344,772	\$ 4,432,000	\$ 5,158,000	\$ 5,313,000	\$ 50,559,461
	Vehicle Road Fees	288,629	97,669	206,650	194,590	304,000	412,000	522,000	634,000	3,302,542
	Fees from New Services - R&L	64,000	66,000	68,000	70,000	72,000	75,000	78,000	81,000	608,000
	Fees from New Services - Prisoner Fees	-	-	-	-	-	-	912,500	944,000	1,856,500
	Local Hospitality and Accommodations Tax	258,250	276,000	283,500	290,000	299,000	323,000	388,500	431,000	2,797,250
	Total Revenue Sources	\$ 4,664,879	\$ 4,536,963	\$ 4,781,032	\$ 4,830,104	\$ 5,019,772	\$ 5,242,000	\$ 7,059,000	\$ 7,403,000	\$ 59,123,753
Expenditures										
Recreation & Leisure Services										
ha	Campbell Marine Complex	42,000	45,000	46,000	47,000	48,000	\$ 49,000	\$ 50,000	\$ 52,000	\$ 553,850
	Increased Maintenance on Existing Property & Facilities	90,000	90,000	90,000	90,000	90,000	100,000	100,000	100,000	1,145,000
	Community Parks	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	150,000
	Bikeways	-	-	-	-	-	-	3,000	3,000	6,000
	Trails & Camping	-	-	-	-	-	-	5,000	5,000	10,000
Andrews Region										
	Andrews Recreation Complex - Phase I	16,500	16,500	17,000	17,500	18,000	19,000	20,000	21,000	161,500
	Olive Park - Phase I	31,500	63,200	65,000	66,000	67,000	68,000	70,000	72,000	512,700
	Catclaw Park - Tee Ball/Coach Pitch	-	-	-	-	25,000	35,000	52,000	54,000	166,000
	Other Facilities									
	Tennis Courts - Lambertown	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	9,000
	Recreation Center - Andrews	-	-	-	-	-	93,000	96,000	99,000	288,000
	Multi-Purpose Field	-	-	-	-	5,000	7,000	10,000	10,000	32,000
	Subtotal Andrews Region	49,000	80,700	83,000	84,500	116,000	223,000	249,000	257,000	1,169,200

Georgetown County
 Capital Improvement Plan
 Operating & Maintenance Costs
 2017 Update (June 2017)

			FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
		Northwest Region									
		Choppee Park - Phase I	18,500	19,500	20,000	20,500	21,000	22,000	23,000	24,000	183,000
		Pleasant Hill Park - Phase I	11,000	11,000	15,000	15,500	16,000	17,000	18,000	19,000	123,500
		Other Facilities									
		Virtual Golf	-	-	-	-	-	2,000	2,000	2,000	6,000
		Recreation Center	-	-	-	-	150,000	155,000	160,000	166,000	631,000
		Subtotal Northwest Region	29,500	30,500	35,000	36,000	187,000	196,000	203,000	211,000	943,500
		Georgetown Region									
ha		Eight Oaks Park - Phase I	165,000	170,000	174,000	178,000	182,000	186,000	193,000	200,000	1,641,000
ha		Additional 2 (Originally Designed) Ball Fields	-	-	-	-	-	25,000	75,000	78,000	178,000
		Other Facilities									
ha		Multipurpose Field - Beck	-	-	-	-	5,000	10,000	21,000	22,000	58,000
		Tennis Courts - East Bay Park	-	-	-	-	3,000	3,000	3,000	3,000	12,000
		Beck Gym	40,000	40,000	41,000	42,000	43,000	44,000	45,000	46,000	421,000
		Howard Auditorium and Gym	-	-	10,000	88,000	91,000	94,000	97,000	100,000	480,000
		Subtotal Georgetown Region	205,000	210,000	225,000	308,000	324,000	362,000	434,000	449,000	2,790,000
		Waccamaw Region									
ha		Stables Park - Phase I	173,500	185,000	188,000	191,000	194,000	200,000	206,000	212,000	1,664,500
		Parkersville Park - Phase I	78,000	160,000	163,000	166,000	169,000	175,000	180,000	185,000	1,291,000
ha		Retreat Park - Phase I	33,000	46,000	50,000	52,000	54,000	57,000	59,000	61,000	417,000
		Other Facilities									
		Murrells Inlet Community Center	13,500	40,000	42,000	44,000	46,000	47,000	48,000	49,000	339,500
ha		Ballfields at Waccamaw Elementary School Site	-	-	-	-	-	-	50,000	110,000	160,000
		Basketball Courts (2)	-	-	-	-	-	-	5,000	5,000	10,000
		Subtotal Waccamaw Region	298,000	431,000	443,000	453,000	463,000	479,000	548,000	622,000	3,882,000
		Total Recreation & Leisure	728,500	902,200	937,000	1,033,500	1,243,000	1,424,000	1,607,000	1,714,000	10,649,550

**Georgetown County
Capital Improvement Plan
Operating & Maintenance Costs
2017 Update (June 2017)**

					FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Transportation													
	Public Transit System				220,000	220,000	220,000	235,000	235,000	235,000	235,000	235,000	2,935,000
	Rural Road Paving				288,629	97,669	206,650	194,590	304,000	412,000	522,000	634,000	3,302,542
	Airport Terminal				13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	156,000
	Bikeways				-	-	-	-	-	3,000	6,000	9,000	18,000
	Total Transportation				521,629	330,669	439,650	442,590	552,000	663,000	776,000	891,000	6,411,542
Community Enhancement													
	Beautification				2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	16,000
	Andrews Library				46,000	47,000	48,000	49,000	50,000	52,000	54,000	56,000	536,710
	Waccamaw Library				-	280,000	430,000	443,000	456,000	472,000	489,000	506,000	3,076,000
ha	Heritage Center at Georgetown Library				103,000	106,000	109,000	112,000	115,000	119,000	123,000	127,000	1,215,220
	Sampit Library				-	-	-	-	-	25,000	125,000	129,000	279,000
	Total Community Enhancement				151,000	435,000	589,000	606,000	623,000	670,000	793,000	820,000	5,122,930
Facilities													
	Judicial Center				1,317,000	1,357,000	1,398,000	1,440,000	1,483,000	1,535,000	1,589,000	1,645,000	17,331,000
	911 Expansion				10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	90,000
	Detention Center				-	-	-	-	-	-	912,500	944,000	1,856,500
	Magistrates Court/Sheriff Satellite				-	10,000	30,000	30,000	30,000	31,000	32,000	33,000	196,000
	Facilities Misc. (Fleet Maintenance)				-	-	-	6,000	18,000	19,000	20,000	21,000	84,000
	EMS (Other O&M TBD Fire - EMS Study)				5,000	5,000	10,000	25,000	75,000	77,000	79,000	81,000	357,000
	Total Facilities				1,332,000	1,382,000	1,448,000	1,511,000	1,616,000	1,672,000	2,642,500	2,734,000	19,914,500
Administration													
	Fire EMS Master Plan Study				-	-	-	-	-	-	-	-	80,325
	Transportation Master Plan Study				-	-	-	-	-	-	-	-	105,550
	Finance Personnel				72,000	75,000	78,000	81,000	84,000	87,000	90,000	94,000	927,000
	Administrative Personnel				53,000	55,000	57,000	59,000	61,000	63,000	66,000	69,000	534,000
	Purchasing Personnel				53,000	55,000	57,000	59,000	61,000	63,000	66,000	69,000	687,000
	Total Administration				178,000	185,000	192,000	199,000	206,000	213,000	222,000	232,000	2,333,875

Georgetown County
 Capital Improvement Plan
 Operating & Maintenance Costs
 2017 Update (June 2017)

		FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
	Technology									
	Tax Software	-	-	-	-	20,000	140,000	162,000	167,000	489,000
	Other Miscellaneous	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	178,500
	Total Technology	20,000	20,000	20,000	20,000	40,000	160,000	182,000	187,000	667,500
	Contingency	133,750	229,094	99,274	175,500	25,000	25,000	25,000	25,000	1,660,788
	Total Expenditures - All Categories	\$ 3,064,879	\$ 3,483,963	\$ 3,724,924	\$ 3,987,590	\$ 4,305,000	\$ 4,827,000	\$ 6,247,500	\$ 6,603,000	\$ 46,760,685
	Annual Excess Available/(Shortage) before Transfer	\$ 1,600,000	\$ 1,053,000	\$ 1,056,108	\$ 842,514	\$ 714,772	\$ 415,000	\$ 811,500	\$ 800,000	\$ 12,363,068
	Transfer of Excess O&M Revenue to Capital Projects	(1,600,000)	(1,053,000)	(1,056,108)	(842,514)	(714,772)	(415,000)	(811,500)	(800,000)	(12,363,068)
	Annual Excess Available/(Shortage)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Cumulative Excess/(Shortage)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Georgetown County
Capital Improvement Plan
Debt Service Costs
2017 Update (June 2017)

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
Revenue Sources									
Debt Service Fund Balance as of 6/30/2007	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,316,441
Debt Service Fund Tax Revenues, Fees & Interest	4,543,270	4,606,468	4,732,507	4,781,342	4,984,656	5,084,000	4,506,000	4,866,000	73,956,038
Revenue from 2009 IPR Bonds - Refunding	-	-	-	-	-	-	-	-	24,305,422
Revenue from 2011 G.O. Bonds - Refunding	-	-	-	-	-	-	-	-	12,199,892
Debt Service Reserve Fund Proceeds	-	-	-	-	-	-	-	-	4,699,994
Interest Earnings on Debt Service Reserve Funds	72,315	(38,617)	3,574	16,300	18,000	20,000	10,000	-	793,963
Transportation Impact Fees	419,434	241,513	294,018	440,000	290,000	299,000	308,000	317,000	3,345,065
Library Impact Fees	151,162	180,103	179,932	320,000	221,000	228,000	235,000	242,000	2,135,606
Law Enforcement Impact Fees (Judicial Ctr/Detention Ctr)	241,837	208,792	249,464	360,000	249,000	256,000	264,000	272,000	2,647,026
Recreation and Leisure Impact Fees	366,601	436,191	464,499	900,000	532,000	548,000	564,000	581,000	5,309,737
Transfer to Hangar Project Fund	-	-	-	(1,478,681)	-	-	-	-	(1,478,681)
Total Revenue Sources	\$ 5,794,619	\$ 5,634,450	\$ 5,923,994	\$ 5,338,961	\$ 6,294,656	\$ 6,435,000	\$ 5,887,000	\$ 6,278,000	\$ 129,230,503
Debt Service Payments on GO Bonds									
Existing General Obligation Debt	\$ 1,324,900	\$ 1,325,100	\$ 1,319,900	\$ 1,329,400	\$ 1,327,750	\$ 1,325,200	\$ 1,331,750	\$ 1,332,100	\$ 33,005,661
FY08 Bond Anticipation Note	-	-	-	-	-	-	-	-	2,425,506
FY2013 18.4M 20YR 4.0% General Obligation Bond	674,893	979,150	975,500	967,650	954,050	955,850	947,450	954,250	7,408,793
FY2019 2.9M 2.0% Bond Anticipation Note	-	-	-	-	-	3,000,000	-	-	3,000,000
FY2019 13.8M 20YR 5.0% General Obligation Bond	-	-	-	-	-	345,000	690,000	690,000	1,725,000
Total GO Bond Debt Service Payments	\$ 1,999,793	\$ 2,304,250	\$ 2,295,400	\$ 2,297,050	\$ 2,281,800	\$ 5,626,050	\$ 2,969,200	\$ 2,976,350	\$ 47,564,960
Debt Service Payments on Revenue Bonds									
FY2008 26M 20 YR 4.29% IPR Bond (refunded in FY2010)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,786,286
FY2010 52.91M 20YR 3.95% IPR Bond	4,002,538	4,006,593	4,008,400	4,009,294	4,008,044	4,009,619	7,966,991	-	45,037,694
FY2020 28.004M 9YR 3.37% IPR Refunding Bond	-	-	-	-	-	-	458,073	3,624,030	4,082,103
Total Revenue Bond Debt Service Payments	\$ 4,002,538	\$ 4,006,593	\$ 4,008,400	\$ 4,009,294	\$ 4,008,044	\$ 4,009,619	\$ 8,425,064	\$ 3,624,030	\$ 76,906,083
Total Debt Service Payments	\$ 6,002,331	\$ 6,310,843	\$ 6,303,800	\$ 6,306,344	\$ 6,289,844	\$ 9,635,669	\$ 11,394,264	\$ 6,600,380	\$ 124,471,043
Annual Excess/(Shortage)	\$ (207,712)	\$ (676,393)	\$ (379,806)	\$ (967,383)	\$ 4,812	\$ (3,200,669)	\$ (5,507,264)	\$ (322,380)	
Cumulative Excess/(Shortage)	\$ 15,808,543	\$ 15,132,150	\$ 14,752,344	\$ 13,784,961	\$ 13,789,773	\$ 10,589,104	\$ 5,081,840	\$ 4,759,460	

Georgetown County
Capital Improvement Plan
Cash Flow Summary
2017 Update (June 2017)

		FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total FY2008 to FY2021
	Total Revenue Sources	\$ 15,920,201	\$ 14,286,716	\$ 25,941,097	\$ 25,940,579	\$ 27,281,319	\$ 42,123,673	\$ 17,378,000	\$ 16,878,000	\$ 405,658,478
	Expenditures									
	Capital									
	Transportation	\$ 2,792,481	\$ 1,918,342	\$ 2,443,301	\$ 7,859,721	\$ 4,661,499	\$ 5,304,000	\$ 3,130,000	\$ 2,052,659	\$ 45,591,743
	Recreation & Leisure Services	3,160,302	467,987	1,926,401	4,911,750	6,143,750	6,311,019	150,000	-	74,824,871
	Economic Development	-	108,939	125,000	1,650,000	4,938,846	-	1,200,000	-	11,479,502
	Community Enhancement	808,766	2,306,885	50,803	-	400,000	1,859,379	-	-	7,673,650
	Facilities	2,175,467	1,281,706	1,276,061	608,486	5,360,782	9,323,568	391,438	-	49,457,481
	Capital Projects Sales Tax Projects	-	28,355	4,949,392	14,641,948	3,162,252	16,997,497	-	-	39,779,444
	Total for Projects Identified	8,937,016	6,112,214	10,770,958	29,671,905	24,667,129	39,795,463	4,871,438	2,052,659	228,806,691
	Contingency	-	-	-	-	-	-	-	860,599	860,599
	Total Capital Expenditures	8,937,016	6,112,214	10,770,958	29,671,905	24,667,129	39,795,463	4,871,438	2,913,258	229,667,290
	Operations and Maintenance	3,064,879	3,483,963	3,724,924	3,987,590	4,305,000	4,827,000	6,247,500	6,603,000	46,760,685
	Debt Service	6,002,331	6,310,843	6,303,800	6,306,344	6,289,844	9,635,669	11,394,264	6,600,380	124,471,043
	Total Expenditures	\$ 18,004,226	\$ 15,907,020	\$ 20,799,682	\$ 39,965,839	\$ 35,261,973	\$ 54,258,132	\$ 22,513,202	\$ 16,116,638	\$ 400,899,018
	Revenues Over (Under) Expenditures	\$ (2,084,025)	\$ (1,620,304)	\$ 5,141,415	\$ (14,025,260)	\$ (7,980,654)	\$ (12,134,459)	\$ (5,135,202)	\$ 761,362	
	Cumulative Excess/(Shortage)	\$ 39,752,563	\$ 38,132,259	\$ 43,273,674	\$ 29,248,414	\$ 21,267,759	\$ 9,133,300	\$ 3,998,098	\$ 4,759,460	

Item Number: 16.a
Meeting Date: 6/27/2017
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

A request from Tim Harris of ASI Engineers, Inc. as agent for Abbey, LLC for site plan review of a 34 unit multifamily development located on the corner of Landing Road and Gathering Lane in Litchfield Plantation. TMS 04-0413-001-02-00 (portion of). Case Number MAJ 12-16-17277.

CURRENT STATUS:

The entire tract contains a total of 5.18 acres. Of that, 1.4 acres are shown as an outparcel and are not part of this request. The proposed plan is for Phase 2 of the Marina Village at Litchfield Plantation, a multi-family development. Phase 1 (1.39 acres) was previously approved by staff and contains two 2-story buildings with a total of ten residential units. Phase 1 is currently under construction. The site is zoned Resort Commercial (RC).

POINTS TO CONSIDER:

1. The property is located at the intersection of Landing Road and Gathering Lane in Litchfield Plantation. The site is bordered by a church to the east and vacant property on all other sides. The site is bordered by General Residential (GR) zoning to the west and south, Resort Commercial (RC) zoning to the east and both Conservation Preservation and RC zoning to the north.
2. The Resort Commercial Zoning District allows all permitted uses listed in the General Residential District. Section 607.306 of the GR district requires a site plan review by the Planning Commission and County Council for all multi-family developments containing more than ten (10) dwelling units with a net density of five units or more per acre. Phase 1 was permitted by staff as it was limited to ten (10) units. The property is zoned for multi-family development as a conditional use. Adjacent property owner notices were sent out and the property was advertised as required in this section of the ordinance. The review by the Planning Commission and County Council is limited to compliance with the land use regulations of the County as the use has already been properly designated by establishment of the zoning district.
3. The applicant is proposing to construct a total of eight multi-family buildings containing a total of 32 (with Phase 1 and Phase 2) two or three bedroom units and one duplex unit containing 2 two-bedroom units for a grand total of 34 units. The rear of the site contains jurisdictional ricefields according to the plans presented.
4. The proposed 34 multi-family units are distributed among the buildings as follows:

Building	2 BR	3 BR
1 (multi-family)	0	6
2 (multi-family)	4	0
3 (multi-family)	3	0
4 (multi-family)	3	0
5 (multi-family)	4	0
6 (multi-family)	4	0
7 (multi-family)	5	0
8 (duplex)	2	0
9 (multi-family)	3	0
Totals	28	6

5. The maximum density allowed in the RC zoning district is based on both the number of bedrooms in each unit and the number of stories in each building. Based on the bedroom distribution as listed above and the fact that all buildings are proposed as two stories, 25,800 square feet are required for the three-bedroom units and 100,800 square feet are required for the two-bedroom units for a total of 126,600 square feet. The tract contains a total of 3.78 acres or 164,655 square feet. After subtracting the 16,116 SF for the streets and the 14,002 square feet for the ricefields, the net lot area is 133,547 square feet which exceeds the required 126,600

14,992 square feet for the net lot area, the net lot area is 155,947 square feet which exceeds the required 120,000 square feet. The number of units shown meets the minimum lot area per unit requirements.

6. The proposed plan complies with the 30 foot front yard setback requirement for multi-family developments as well as the 10' side, 13.2' corner side setback and 20' rear yard setback. All buildings exceed the 20 foot building separation requirement. The plan indicates a pervious/impervious ratio of 56.8%/43.2% which exceeds the 50%/50% requirement.

7. The Zoning Ordinance requires two spaces for each two or three-bedroom unit. A total of 71 spaces are provided for the 34 multi-family units. Each unit has a one-car garage as well as an additional space in each driveway and three extra spaces. Driveways are made of porous concrete.

8. Section 1201.9 of the Zoning Ordinance requires buffers between differing land use types. Multi-family developments are required to install a Level 2 buffer against existing religious and educational land uses. A Level 2 buffer is shown adjacent to Unit 10 on the eastern side of the tract.

A detailed landscape plan is included and meets the minimum requirements of Article XI.

9. The site contains a total of 11 protected trees with no oaks in excess of 30' DBH. Three protected trees were removed for Phase 1 of the project. The updated tree plan shows an additional two trees to be removed. Six protected trees will remain including a 28" oak and a 24" oak. The largest trees for this tract are located on the outparcel acreage that is not to be developed at this time. Based on the number of protected trees remaining on the site and the tree to open space ratio as required in the Zoning Ordinance, a total of 57 replacement trees are required. 29 trees will be planted in Phase 1 and the additional 28 replacement trees are shown in Phase 2.

10. The site plan indicates a new stormwater pond that is currently being constructed as part of Phase 1. Plans for Phase 1 have been approved by Georgetown County Stormwater. The pond under construction will serve as detention for Phase 2 as well. The pond was designed before the outparcel was removed from the tract, so it is actually oversized for the amount of detention required according to the Stormwater department.

11. The applicant met with GCWSD regarding utilities prior to obtaining approval for Phase 1 of this project. No outstanding issues were discussed.

12. The proposed project is expected to generate 272 (34 multi-family units X 8 trips per day ADT's per day), so a Traffic Impact Analysis was not required for this project.

14. Access for the site will be provided via numerous curb cuts along Landing Road. The three main drives (including one 12' alley) will be asphalt and will require street names.

15. Signage has not yet been addressed. The Zoning Ordinance allows two signs with a total of 40 square feet for each development entrance. The height may not exceed 12 feet.

16. The property is located in both the X and AE-8 flood zones. Nine of the units will be located in a flood zone. The new, proposed flood maps indicate that the majority of the tract will be in the AE-8 flood zone once the new regulations are in effect.

17. Litchfield Plantation is a private, gated development with deed restrictions and covenants in place. Any dispute regarding these restrictions and the amount of density allowed would be a private matter that will need to be addressed by the involved parties including other developers and the homeowners association. However, Title 6, Chapter 29, Section 6-29-1145 states that the local planning agency "must not issue the permit unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released"... It appears this is a disputed matter that will not be agreed upon. (See attached attorney letters.)

18. Staff recommended that the Planning Commission move forward with a recommendation for the site plan based on the requirements of the Zoning Ordinance and that the dispute regarding the restrictive covenants for the tract be reviewed by legal resources. Staff recommended approval for the plan with the following conditions:

- a. Final approval from Midway Fire, Georgetown Stormwater and GCWSD
- b. Street name approval for three roadways within the development

19. The Planning Commission held a public hearing on this issue at their June 15th meeting. Several people spoke at the hearing including attorneys for the developer, the POA and another landowner/developer in the plantation. The attorney for the POA asserted that the applicant did not complete the necessary form regarding the covenants and further that the restrictive covenants from 2005 limited this parcel to a maximum of 10 units, not 34 as requested. The applicant's attorney stated that the declarant has the right to establish the number of units, her client was assigned that right in May of 2016, and the only applicable density limit for the property is the overall density cap of 222 units for this Phase of Litchfield Plantation. Two representatives from the adjacent church spoke in opposition to the project citing concerns regarding traffic, safety, noise, congestion and flooding. The representative indicated that the church purchased their property based on the limits in the deed restrictions. The attorney for an additional property owner within the development objected to the site plan based on it exceeding the number of units initially agreed upon.

20. After some discussion regarding the Commission's lack of ability to rule on issues regarding the private deeds and covenants and assurances that all County requirements were addressed, the Commission voted 5 to 1 to recommend approval for the site plan with the following conditions:

- a. Final approvals from Midway Fire, Georgetown Stormwater and GCWSD
- b. Street name approval for three roadways within the development
- c. A resolution to the issues regarding the restrictive covenants

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

(Deferred at request of Engineer/Applicant)

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▢ Application and attachments	Backup Material
▢ state law restrictive covenants	Backup Material
▢ attorney letters	Backup Material
▢ litchfield plantation covenants and restrictions	Backup Material
▢ supplemental declaration to covenants and restrictions	Backup Material
▢ assignment of declarant rights	Backup Material
▢ additional correspondence	Backup Material
▢ Letter regarding Abbey LLC	Backup Material



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

APPLICATION FOR MAJOR/MINOR SUBDIVISION

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

Name of Proposed Subdivision: Marina Village Phase 2 to 4

Please check the appropriate box:

☒ Major subdivision: Ten or more lots.

Site Plan
☐ Preliminary Plat

☐ Minor subdivision: Under ten lots.

☐ Final Plat

Submittal Requirements for Major Developments:

1. Sketch Plan:

- Boundary survey

A surveyors certification indicating a lot of record

Lot of record include deed book and page number (s)

Resurvey include plat book and page number (s)

Scaled not less than 1" = 100'

Maximum size 24" x 36"

Location map

North arrow

Title block

Existing site data

Proposed site data to include tentative street and lot arrangements
along with lot sizes and number of lots

2. Development Plat / Plan

- Six (6) large (24 x 36) and six (6) (11 x 17) small copies of scaled plat
- One (1) specified digital copy (PDF)
- Required supplemental materials
 - Approval Letters from Georgetown Water and Sewer, DHEC, Fire, and any other agencies necessary.
- Traffic impact analysis as required by Georgetown County Code Chapter 15, Article V.
- Grading Plan
- Site Data to include
 - Lot lines
 - Minimum building setback
 - Engineered preliminary plans
 - Indicate all easements and right-of-ways
 - Designated public areas
 - Location of soil bearings
 - Time schedule
- Supplemental Data
 - Draft of any restrictions
 - Cross section of all proposed streets
 - Full set of construction plans
 - Alterations of Conservation Preservation or Flood -Prone area

3. Final Plan / Plat: Everything listed above plus the following

- Radii, central angles, tangents, lengths of arcs and curvatures of all street lines
- Location of all existing and proposed street monuments
- Six (6) copies of scaled plat

Submittal Requirements for Minor Developments: Six (6) sets of plans

- Boundary survey
 - A surveyors certification indicating a lot of record
 - Lot of record include deed book and page number (s)
 - Resurvey include plat book and page number (s)
 - Scaled not less than 1" = 100'
 - Maximum size 24" x 36"
 - Location map
 - North arrow
 - Title block
 - Existing site data
 - Proposed site data to include tentative street and lot arrangements along with lot sizes and number of lots
- Site Data to include
 - Existing land uses
 - Current zoning classification
 - Owners names and tax map numbers of adjoining properties
 - Tract boundaries of the property being developed showing bearings and distances

Existing property lines, right-of-ways, easements, etc.
Existing municipal boundaries
Distances which accurately describe the location of the plat
Names, widths, and lines of all streets within or on the perimeter of
the development.
Indicate all easements and right-of-ways

TYPES OF UTILITIES PROPOSED:

- ☒ Public Water
- ☐ Public Well
- ☒ Sanitary Water
- ☐ Septic System

TYPE OF ACCESS ROAD:

- ☒ Propose Private (Minor subdivisions only).
- ☐ Proposed County (Attach letter of acceptance or financial guarantee).
- ☐ Existing Road (s) (Circle the appropriate one).
County, State, Private.

Property Information:

TMS Number: 04-0413-001-02-00

Street Address: Landing Road at Gathering Lane

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

Lot / Block / Number: N/A

Current Zoning Classification: RC

Existing Use: Vacant

Proposed Use: Townhomes

Property Owner of Record:

Name: Abbey LLC

Address: 110 Edwards Avenue

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

Telephone/Fax: phone 843-357-6381/no fax

E-mail: tsrealtor33@yahoo.com

Signature of Owner / Date:  3/28/17

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

Agent of Owner:

Name: Tim Harris - ASI Engineers, Inc.

Address: 1304 Professional Drive, Suite D

City / State / Zip Code: Myrtle Beach, SC 29577

Telephone/Fax: phone 843-692-9998/fax 843-692-9993

E-mail: asienginc@sc.rr.com

Signature of Agent/ Date:  3/28/17

Signature of Owner / Date:  3/28/17

Contact Information:

Name: Tim Harris - ASI Engineers, Inc.

Address: 1304 Professional Dr., Suite D, Myrtle Beach, SC 29577

Phone / E-mail: phone 843-692-9998/emAIL ASIENGINE@sc.rr.com

Fee Schedule:**Major Sub-division (11 lots or more)**

Preliminary Review (Residential)	Base: \$400.00 + \$10.00 per lot
Final Review (Residential)	Base: \$200.00 + \$10.00 per lot
Required Revision	Flat Fee: \$50.00

Preliminary Review (Commercial)	Base: \$400.00 + \$10.00 per acre
Final Review (Commercial)	Base: \$200.00 + \$10.00 per acre
Required Revisions	Flat Fee: \$50.00

Minor Sub-division (10 lots or less)	Base: \$40.00 + \$10.00 each lot or acre surcharge
--------------------------------------	---

Adjacent Property Owners Information required:

1. The person requesting approval for a **major** subdivision must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**
2. A list of all persons (and related Tax Map Numbers) to whom envelopes are to be addressed must also accompany the application.

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

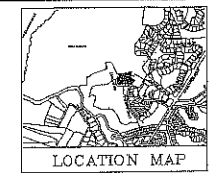
Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

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.

For major subdivisions, a sign will be placed on your property informing residents of the up coming meeting concerning this particular property. These signs belong 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.

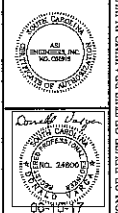
NEW 6-15-17



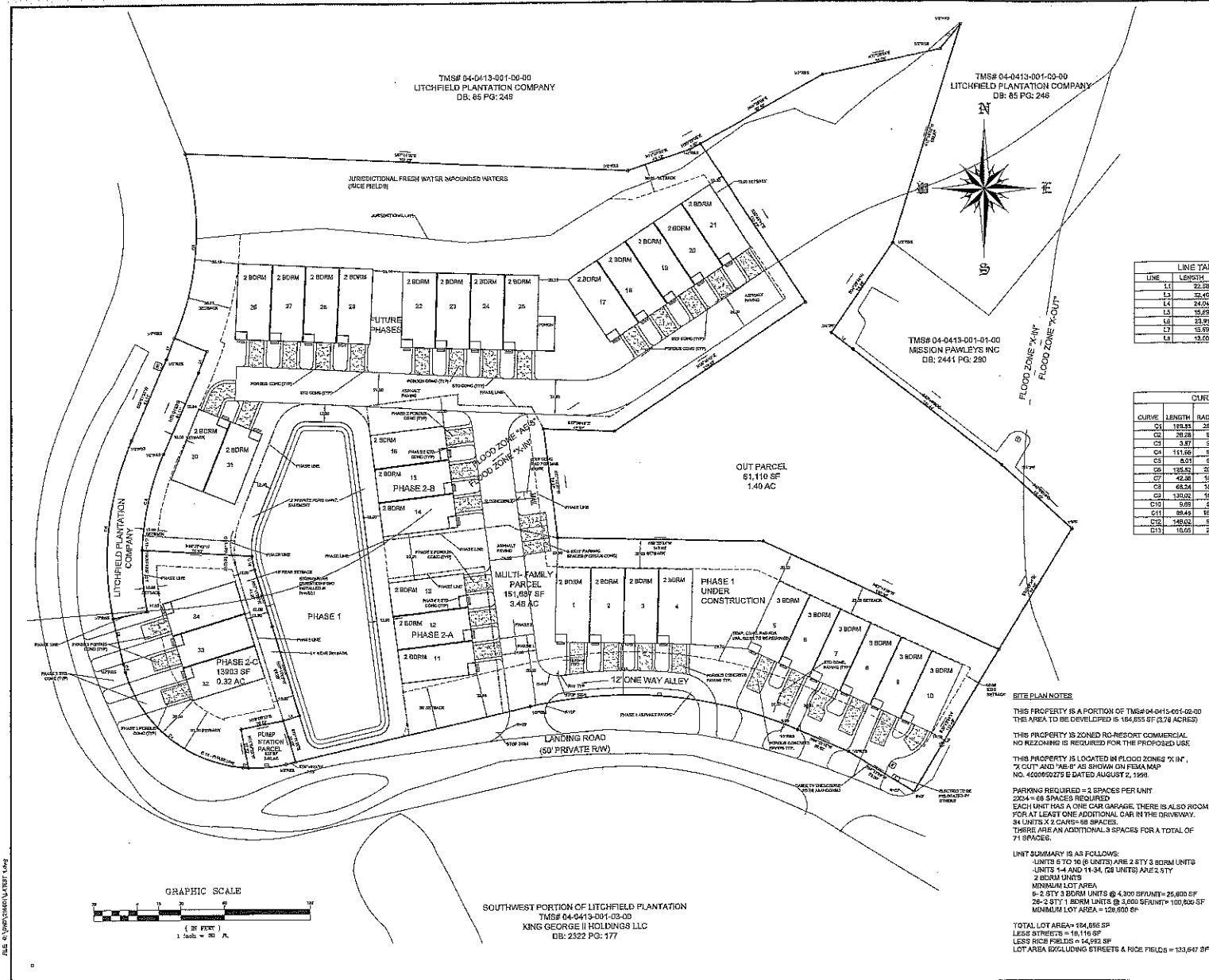
ASI ENGINEERS, INC.
CIVIL ENGINEERING • LAND PLANNING
1584 PROFESSIONAL CENTER, SUITE 200
ATLANTA, GEORGIA 30339
TELEPHONE: (404) 525-2008
FAX: (404) 525-2002

OVERALL SITE PLAN
MARINA VILLAGE AT LITCHFIELD PLANTATION
LOCATED AT
LANDING ROAD
GEORGETOWN COUNTY, SOUTH CAROLINA

SCALE: 1"=40'
JOB NO. 21001
DESIGNED BY: JCY
CHECKED BY: JCY
DATE: 04/26/17
REVISION:
1. 6-07-17 CORRECTED NET LOT AREA
2. 6-15-17 REPLACED SINGLE FAMILY HOMES WITH 3 UNIT MULTI-FAMILY



SHEET NUMBER:
1 OF 4



LINE TABLE

LINE	LENGTH	BEARING
L1	22.30	N89°03'00"E
L2	32.45	S12°19'15"E
L3	24.04	N73°33'00"E
L4	15.23	N42°02'00"E
L5	23.91	N66°58'27"W
L6	13.40	S22°30'00"E
L7	13.00	N72°48'00"E

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	185.81	254.87	189.57	N84°49'22"W
C2	20.28	83.47	20.25	N84°47'48"E
C3	3.87	52.47	3.87	S88°32'45"E
C4	111.69	83.47	105.31	S88°23'35"E
C5	8.01	83.47	6.01	S14°22'00"E
C6	156.51	238.61	123.84	S68°56'10"W
C7	42.30	184.21	43.78	S64°49'08"E
C8	68.24	284.91	67.89	S12°27'54"W
C9	100.00	185.11	127.26	N63°11'11"E
C10	9.93	66.02	7.93	S10°30'54"E
C11	88.43	184.73	83.81	N02°38'39"W
C12	140.63	83.47	133.83	N67°02'00"E
C13	10.00	25.00	9.70	S07°45'24"W

SITE PLAN NOTES

THIS PROPERTY IS A PORTION OF TMS# 04-0415-001-00-00 (THE AREA TO BE DEVELOPED IS 184,855 SF (3.78 ACRES))

THIS PROPERTY IS ZONED RD-RESORT COMMERCIAL. NO REZONING IS REQUIRED FOR THE PROPOSED USE.

THIS PROPERTY IS LOCATED IN FLOOD ZONES "X" IN, "X" OUT, AND "AE-9" AS SHOWN ON FEMA MAP NO. 450895027S DATED AUGUST 2, 1999.

PARKING REQUIRED = 3 SPACES PER UNIT
2004 = 68 SPACES REQUIRED
EACH UNIT HAS A ONE CAR GARAGE. THERE IS ALSO ROOM FOR AT LEAST ONE ADDITIONAL CAR IN THE DRIVEWAY.
34 UNITS X 3 CARS = 102 SPACES.
THERE ARE AN ADDITIONAL 3 SPACES FOR A TOTAL OF 71 SPACES.

UNIT SUMMARY IS AS FOLLOWS:
UNITS 6 TO 10 (5 UNITS) ARE 2 STY 3 BDRM UNITS
UNITS 14 AND 11-34 (23 UNITS) ARE 2 STY 2 BDRM UNITS
MINIMUM LOT AREA
6-2 STY 3 BDRM UNITS @ 4,300 SF/UNIT = 25,800 SF
25-2 STY 1 BDRM UNITS @ 1,600 SF/UNIT = 100,000 SF
MINIMUM LOT AREA = 128,600 SF

TOTAL LOT AREA = 194,855 SF
LESS STREETS = 18,116 SF
LESS RICE FIELDS = 14,992 SF
LOT AREA EXCLUDING STREETS & RICE FIELDS = 133,647 SF

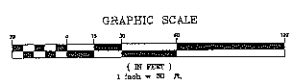
MAXIMUM BUILDING COVERAGE = 35% OF LOT
BUILDING COVERAGE = 41,873 SF
41,873 SF / 194,855 SF = 21.4%

THERE ARE NO RESIDENTIAL ZONED AREAS ADJACENT TO THIS PROPERTY. PROPERTY TO THE EAST IS RESIDENTIAL USE, THEREFORE A 10' WIDE TYPE 2 BUFFER IS REQUIRED.

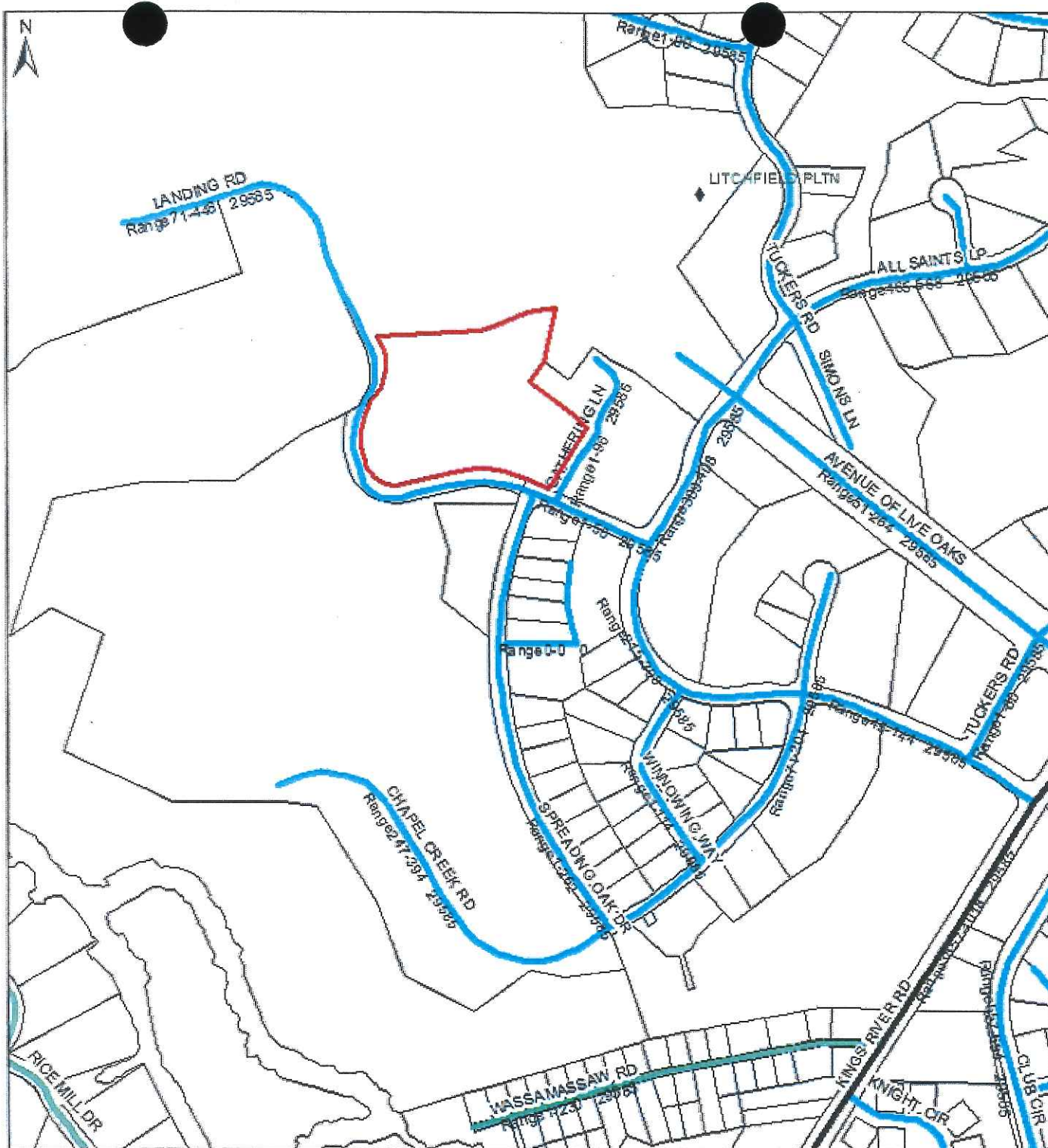
MINIMUM PERVIOUS SURFACES = 50% OF LOT
TOTAL PROPERTY HAS 7,385 SF OF PERVIOUS CONCRETE AND 80,096 SF OF GRASSSED, LANDSCAPED OR RICE FIELDS AREAS FOR A TOTAL OF 93,481 SF OF PERVIOUS AREA
93,481 SF / 194,855 SF = 47.97% PERVIOUS AREA

PERVIOUS PARKING SURFACE REQUIRED = 25%
TOTAL PARKING SURFACE = 28,657 SF
PERVIOUS = 7,265 SF
7,265 SF / 28,657 SF = 25.37% PERVIOUS PARKING

INTERIOR LANDSCAPING REQUIRED (UNDER 48,993 SQ FT) = 28,657 SF X 50% = 14,328 SF
INTERIOR LANDSCAPING PROVIDED = 6,574 SF
PHASE UNITS MAY BE REVISED AS PROJECTS DEVELOPED.



SOUTHWEST PORTION OF LITCHFIELD PLANTATION
TMS# 04-0415-001-00-00
KING GEORGE II HOLDINGS LLC
DB: 2322 PG: 177



Marina Village, Phase 4 Property Location MAJ12-16-17277

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Marina Village, Phase 2-4

□ Lot Lines

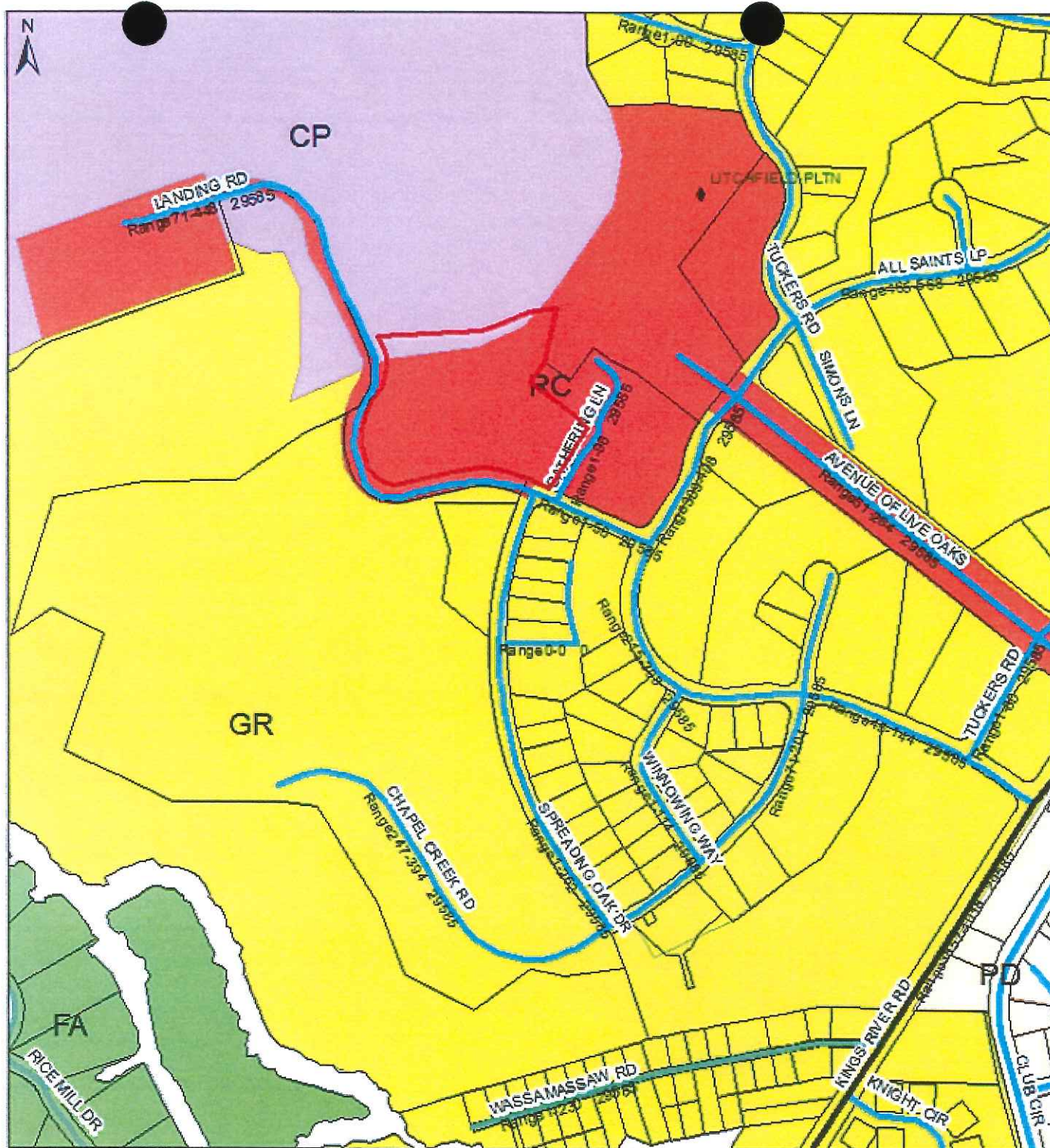
— Railroads

◆ Landmarks

— Municipalities

0 140 280 560 840 1,120 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.



Marina Village, Phase 4 Property Zoning MAJ12-16-17277

Legend

Streets

County

Maintained By

County

Private

State

Marina Village, Phase 4

Lot Lines

Boundaries

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

RC

GR

FA

PD

MAJ12-16-17277

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MAJ12-16-17277

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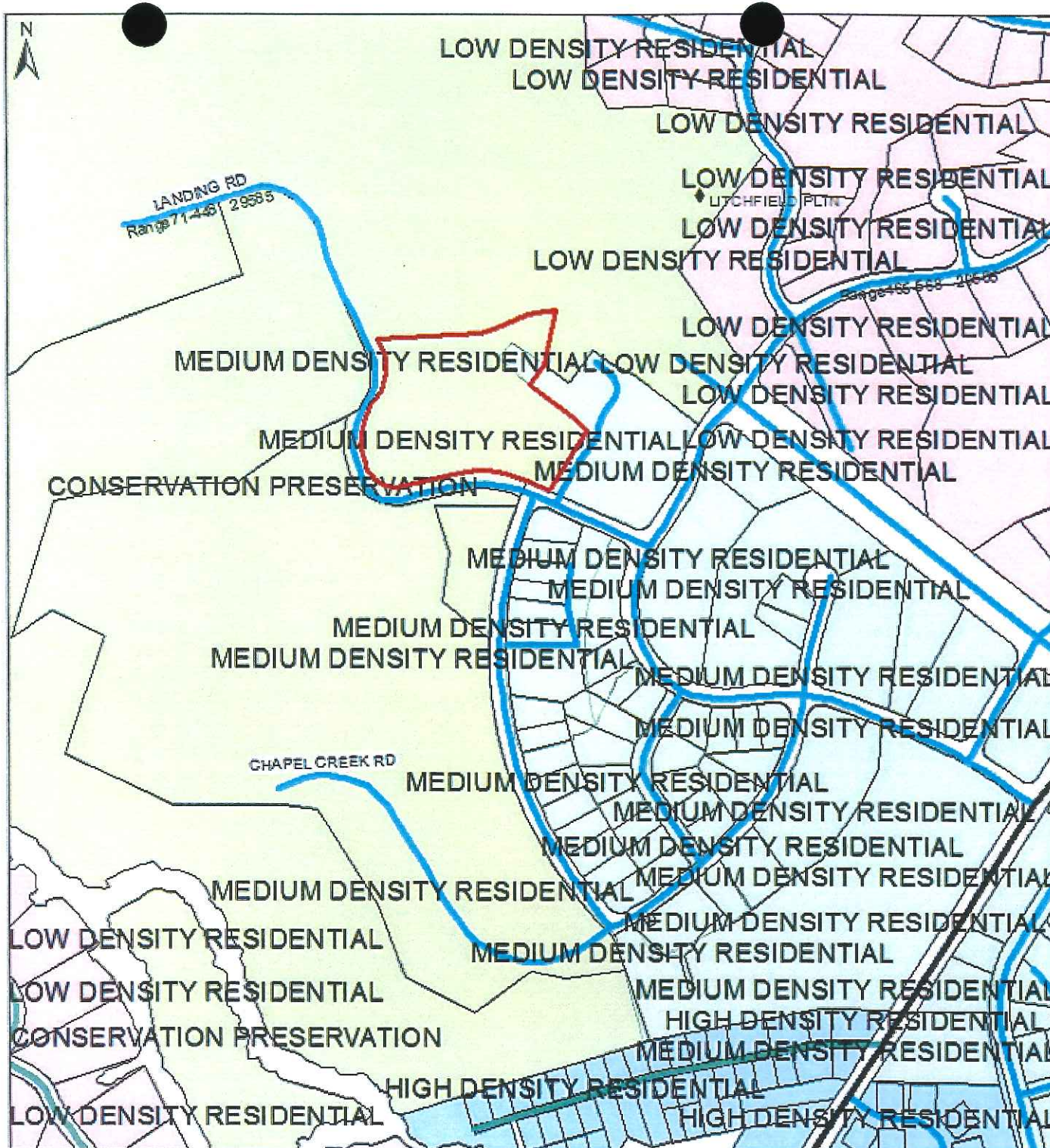
MAJ12-16-17277

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Marina Village, Phase 4 Property FLU MAJ12-16-17277

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Marina Village, Phase 2-4

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

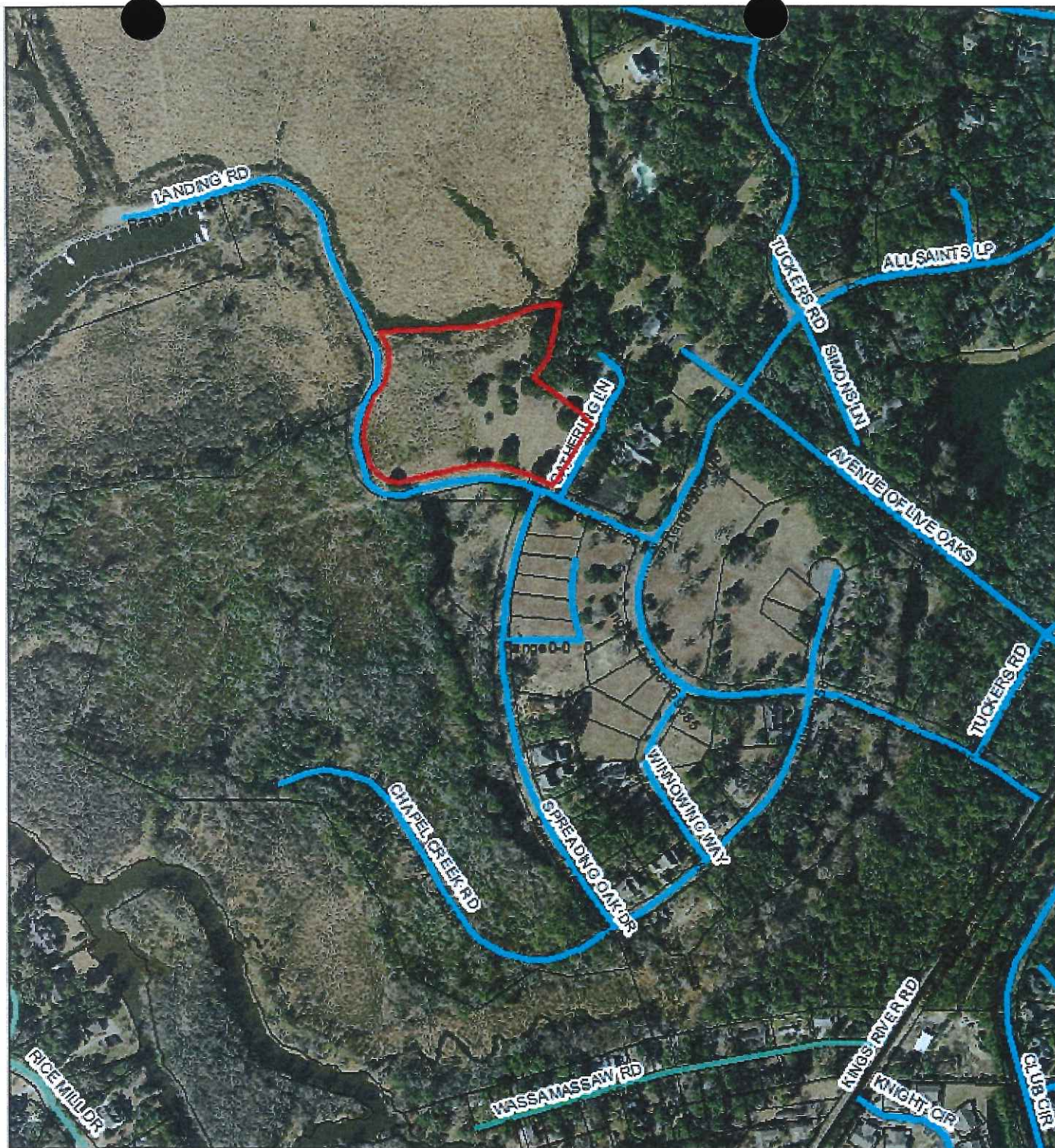
TRANSITIONAL

Municipalities

0 140 280 560 840 1,120 Feet

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Marina Village, Phase 4
Property Aerial
MAJ12-16-17277



Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Marina Village, Phase 2-4

□ Lot Lines

—+— Railroads

◆ Landmarks

2014 Imagery (Color)

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

□ Municipalities

0 140 280 560 840 1,120 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 Tim Harris of ASI Engineers, Inc. as agent for Abbey, LLC for site plan review of a 33 unit multifamily development located on the corner of Landing Road and Gathering Lane in Litchfield Plantation. TMS# 04-0413-001-02-00. Case Number MAJ 12-16-17277.

The Planning Commission will be reviewing this request on **Thursday, June 15, 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: jblankenship@gtcounty.org

SECTION 6-29-1145. Determining existence of restrictive covenant; effect.

(A) In an application for a permit, the local planning agency must inquire in the application or by written instructions to an applicant whether the tract or parcel of land is restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity.

(B) If a local planning agency has actual notice of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity:

(1) in the application for the permit;

(2) from materials or information submitted by the person or persons requesting the permit; or

(3) from any other source including, but not limited to, other property holders, the local planning agency must not issue the permit unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order.

(C) As used in this section:

(1) "actual notice" is not constructive notice of documents filed in local offices concerning the property, and does not require the local planning agency to conduct searches in any records offices for filed restrictive covenants;

(2) "permit" does not mean an authorization to build or place a structure on a tract or parcel of land; and

(3) "restrictive covenant" does not mean a restriction concerning a type of structure that may be built or placed on a tract or parcel of land.

HISTORY: 2007 Act No. 45, Section 3, eff June 4, 2007, applicable to applications for permits filed on and after July 1, 2007; 2007 Act No. 113, Section 2, eff June 27, 2007.

Effect of Amendment

The 2007 amendment, in subsection (A), substituted "in the application or by written instructions to an applicant whether" for "if", rewrote subsection (B); and in subsection (C), added paragraph (1) defining "actual notice" and redesignated paragraphs (1) and (2) as paragraphs (2) and (3).

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 U.S. MAIL

March 30, 2017

TRK Abbey, LLC
Theodore Ross Kirkpatrick, Registered Agent
1367 Debordieu Blvd.
Georgetown, SC 29440

Re: 5.05 Acres known as Marina Village in Litchfield Plantation

Dear Mr. Kirkpatrick:

I represent the Litchfield Plantation Association, Inc. I understand you own 5.05 acres in Litchfield Plantation commonly referred to as Marina Village.

From my review of the Register of Deeds filings, at the time of your acquisition of the subject property, the maximum number of lots designated was seven (7). You then recorded a Designation of Lots Agreement dated May 3, 2016 in which you increased the maximum number of lots designated from seven (7) to ten (10). Lots are defined as a dwelling unit or condominium unit under the 2005 Amended Covenants. Currently, you have under construction ten (10) dwelling units or condominium units on the property. Those ten units appear to be in the rough-in phase.

The Association considers those ten (10) dwelling units currently under construction to be the maximum number of lots allowable for the entire 5.05 acres pursuant to the 2005 Amended Covenants. Any additional lots or dwelling units on the 5.05 acres would constitute a violation of the 2005 Amended Covenants. Please govern yourself accordingly.

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

cc: Chase McGill, Esq.

NATE FATA, P.A.
ATTORNEY AT LAW

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VIA U.S. MAIL

March 30, 2017

Abbey, LLC
Richard T. Smith, Registered Agent
106 Edward Ave.
Murrells Inlet, SC 29576

Re: 5.05 Acres known as Marina Village in Litchfield Plantation

Dear Mr. Smith:

I represent the Litchfield Plantation Association, Inc. I understand you own 5.05 acres in Litchfield Plantation commonly referred to as Marina Village.

From my review of the Register of Deeds filings, at the time of your acquisition of the subject property, the maximum number of lots designated was seven (7). You then recorded a Designation of Lots Agreement dated May 3, 2016 in which you increased the maximum number of lots designated from seven (7) to ten (10). Lots are defined as a dwelling unit or condominium unit under the 2005 Amended Covenants. Currently, you have under construction ten (10) dwelling units or condominium units on the property. Those ten units appear to be in the rough-in phase.

The Association considers those ten (10) dwelling units currently under construction to be the maximum number of lots allowable for the entire 5.05 acres pursuant to the 2005 Amended Covenants. Any additional lots or dwelling units on the 5.05 acres would constitute a violation of the 2005 Amended Covenants. Please govern yourself accordingly.

Very truly yours,
NATE FATA, P.A.



Nate Fata
NF/sh

cc: Chase McGill, Esq.

April 21, 2017

Henrietta U. Golding

hgolding@mcnair.net
T 843.444.1107

Via U.S. Mail & Email: nfata@fatalaw.com

Nata Fata, Esquire
Nata Fata, P.A.
Post Office Box 16620
Surfside Beach, SC 29587

Re: 5.05 Acres known as Marina Village in Litchfield Plantation

Dear Nate:

Please accept this letter as notification that I have been retained by Abbey, LLC and TRK Abbey, LLC, with respect to the matters set forth in your letter dated March 30, 2017 regarding Litchfield Plantation. I have not had an opportunity to delve into the facts so your assistance is needed. Your letter is not specific as to why you state that the Association considers the ten (10) dwelling units to be maximum number of lots allowing for the entire 5.05 acres. I understand that the 5.05 acres and an adjoining property are permitted, by the covenants, to a maximum of 222 lots (units). Apparently there is a disconnect somewhere so please enlighten me as to the specifics of the Association's position and the provisions in the Covenants relied upon by the Association.

I look forward to hearing from you.

With kindest regards.

Sincerely,

McNAIR LAW FIRM, P.A.



Henrietta U. Golding

HUG:ck

cc: Chase McGill, Esquire (via email)
Richard Smith (via email)
Ted Kirkpatrick (via email)

McNAIR LAW FIRM, P.A.
Founders Centre
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577

Mailing Address
Post Office Box 336
Myrtle Beach, SC 29578

mcnair.net

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VIA EMAIL

June 8, 2017

Holly Richardson
Chief Planner
Georgetown County
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

Re: Site Plan Review of a 33 Unit Multi-Family Development in Litchfield Plantation

Dear Ms. Richardson:

I represent the Litchfield Plantation Homeowners Association, Inc. ("Association"). The Association is submitting this objection to the proposed request by Timothy P. Harris of ASI Engineers, Inc., as agent for Abbey, LLC, for site plan review of a thirty-three (33) unit multi-family development located on the corner of Landing Road and Gathering Lane in Litchfield Plantation, TMS #04-0413-001-02-00. The proposed density is approximately ten (10) units per acre.

The Association objects to the development request. Set forth below are several points in support of the Association's objection.

- Section 5.9 of the 2005 Amended Covenants for Litchfield Plantation, Deed Book 1642, Page 1, set forth the procedure for designating the maximum density for the Bulk Sale of the 5.05 acre parcel. Upon the Bulk Sale by the Declarant, the purchaser, with the Association's agreement, designated seven (7) Lots for the entire 5.05 acre tract (a lot is a dwelling unit). See Supplemental Declaration, Deed Book 1394, page 155, attached. The Association does not agree to the proposed increased Lots.
- The proposed density, thirty-three (33) units on approximately 3.4 acres, disproportionately uses up the maximum density allotted to all of Phase II of Litchfield Plantation as set forth in Section 5.19 of the 2005 Amended Covenants. Phase II contains more than fifty-five (55) acres. The maximum density allowed is two hundred twenty-two (222) units, or approximately four (4) units per acre. The proposed density is nearly ten (10) units per acre.

Holly Richardson

June 8, 2017

Page 2

- The proposal is not in keeping with the overall density characteristics of the Plantation, both currently and as envisioned for the future. The high density proposal will have a negative impact on Litchfield Plantation, its infrastructure and the overall scheme envisioned under the 2005 Amended Covenants.

We appreciate the Planning Commission's consideration

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments: Supplemental Declaration
Section 5.9, 2005 Amended Covenants
Section 5.19, 2005 Amended Covenants

June 14, 2017

Henrietta U. Golding

hgolding@mcnair.net
T 843.444.1107

Via Email Communication:

Holly Richardson
Chief Planner
Georgetown County
P. O. Drawer 421270
Georgetown, SC 29442
Email: hrichardson@gtcounty.org

Re: Site Plan Review of a 33 Unit Multi-Family Development Located on
the Corner of Landing Road and Gathering Lane in Litchfield Plantation

Dear Ms. Richardson:

Please accept this letter as notification that I represent Abbey, LLC and TRK Abbey, LLC with respect to the above Site Review. The purpose of this letter is to specifically address the issues raised by Nate Fata in his letter to you dated June 8, 2017.¹ Mr. Fata's letter dated June 8, 2017 contains erroneous statements and is legally incorrect. There exists no restrictive covenant, nor any state or local laws or regulations, which restrict or limit the density as Mr. Fata attempts to assert in his letter. The following are the points that clearly undercut Mr. Fata's contentions:

1. The Amended Declaration for Litchfield Plantation dated May 3, 2005, Deed Book 1642, Page 1, et seq., does not contain any restrictions as to the designation of the maximum density for the bulk sale of the 5.05 acre parcel (Property) other than in Section 5.19.

In Section 5.19, Density, it is provided that the maximum density in Phase II shall be 222 dwelling units. This is the only provision in the Restated Declaration and the Supplemental Declaration dated December 17, 2009, recorded December 18, 2009, in Book 1394, Page 155 addressing this point. It should be noted that contrary to Mr. Fata's statement in his letter that the density is "...approximately 4 units per acre.", no such restriction exists.

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Myrtle Beach, SC 29577

Mailing Address
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Myrtle Beach, SC 29578

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¹ Mr. Fata did not copy me with this correspondence even though he had full knowledge of my representation since April 21, 2017, the date I emailed him a letter.

As to Section 5.9. Bulk Sale of Parcel by Declarant, Mr. Fata's letter is misleading. The first entire paragraph must read in full and not one sentence picked out. The following is the entire first paragraph.

"5.9. Bulk Sale of Parcel by Declarant. The Declarant shall designate the maximum number of Lots which can be built upon a Bulk Sale Parcel at the time of sale of property in bulk sale for development. Such initial designation shall be in writing and a copy of such designation shall be provided to the Purchaser and to the Board of the Association. If no designation is made, the Bulk Sale Parcel shall be assessed at the rate of four (4) Lots per acre. In the event the Purchaser sells all of the Lots within the Bulk Sale Parcel but fails to subdivide the parcel into a number of Lots equal to the maximum initial density assigned to such parcel, the assessments shall be computed based on the actual number of Lots and not the initial designation." (emphasis added)

It is clear based on the very language of Section 5.9 that when the Declarant designated the maximum number of lots, this was an "...initial designation...". Mr. Fata, in his June 8, 2017 letter, completely ignored the second sentence which explains that the Declarant Designation of Maximum Number of Lots was an "Initial Designation".

2. The Declarant has the right to designate the number of Lots.

The current property owners, Abbey, LLC and TRK Abbey, LLC, purchased the Property by Deed dated May 4, 2016, recorded in Book 2790, Page 309. At the time of its purchase, Abbey, LLC and TRK Abbey, LLC also obtained an Assignment of Declarant Rights recorded May 4, 2016 in Book 2790, Page 337. The Assignment of Declarant Rights to Abbey, LLC and TRK Abbey, LLC meant that Abbey, LLC and TRK Abbey, LLC had the right to designate the "...minimum and maximum number ..." of lots and dwelling units which can be built upon the Property. It is important to note that the Initial Assignment of Declarant Rights, dated December 17, 2009, is between Litchfield Plantation Company, Inc. (the then Declarant and original Developer), and C. Clark McNair and E. Chandler McNair. This original Assignment of Declarant Rights was recorded on December 18, 2009, in Deed Book 1394, Page 219. Page 10 of the original Assignment contains the agreement and consent of the Litchfield Plantation Association, Mr. Fata's client. As to the particulars of this Assignment, the following right is specifically stated as being

1.g. Any and all other rights reserved unto the Declarant pursuant to Article V, Section 5.9 or otherwise, to designate the minimum and maximum number of lots and dwelling units which can be built upon the property."² Attached is a copy of the Assignment of Declarant Rights dated December 17, 2009.

² The property being 5.01 acres.

In conclusion, the current property owners, Abbey, LLC and TRK Abbey, LLC are the Declarants and, as the Declarants, have a right to designate the minimum and maximum number of lots and dwelling units that can be built so long as the density requirement in Section 5.19 (222 units) is not exceeded.

3. Section 6-29-1145 does not prevent the approval by the Georgetown County Planning Commission.

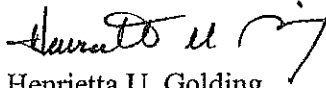
Section 6-29-1145(B) specifically states that if a local planning agency has actual notice of a restrictive covenant that is "... contrary to, conflicts with, or prohibits the permitted activity ...", then the Planning Agency must not issue the permit unless the Planning Agency receives confirmation that the particular restrictive covenant has been released. In this matter, there is no restrictive covenant that prohibits the 33 unit multi-family development of the Property. There simply exists no restrictive covenant limiting the number of lots or units in any of the Property's governing documents relating to this parcel of Property other than density caps of 222 units. As pointed out above, the Property owner is the Declarant. The Declarant has a right to designate the number of lots as set forth in Section 2.14 of the Amended Declaration. Pertinent portion of Section 2.14 states the following:

"Prior to the recordation of a subdivision plat or condominium master deed, a parcel of vacant land or land on which improvements are or will be under construction shall be deemed to contain the number of lots designated in writing, by the Declarant for residential use of such parcel."

Based upon the foregoing, I respectfully request that the County's staff position recommending approval not be changed.

Sincerely,

McNAIR LAW FIRM, P.A.


Henrietta U. Golding

HUG:ck

cc: Clients (via email)
Nate Fata, Esq. (via email)
Attachment

NATE FATA, P.A.
ATTORNEY AT LAW

P.O. Box 16620
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NFATA@FATALAW.COM

VIA EMAIL

June 15, 2017

Boyd Johnson
Director, Planning and Code Enforcement
129 Screven Street
Georgetown, SC 29440
bjohnson@gtcounty.org

Holly Richardson
Georgetown County
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

Re: Site Plan Review of a 33 Unit Multi-Family Development in Litchfield Plantation

Dear Boyd and Holly:

Litchfield Plantation Association ("Association") is setting forth below additional objections to the proposed Site Plan by the applicant. Please allow this letter to supplement my June 8, 2017 letter. In summary, the Association does not agree with the applicant's reading of the restrictions. The Association had previously notified the applicant of its position by letters dated March 30, 2017, copies of which are attached. The Association agrees the applicant is requesting the Planning Commission to rule on restrictions and covenants. That is not the Planning Commission's function.

The applicant was to provide 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. In addition, the 2005 Amended Covenants were not provided by the applicant. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

Boyd Johnson
Holly Richardson
June 15, 2017
Page 2

The applicant's proposal violates the 2005 Amended Covenants for Litchfield Plantation, which I have previously provided to you. It appears that the applicant has taken the position that the 2005 Amended Covenants were somehow amended by the Assignment of Declarant Rights or do not apply to the property. That is not possible under the express language of the 2005 Amended Covenants. The 2009 Supplemental Declaration, provided by the applicant, subjected the 5.05 acres to the 2005 Amended Covenants. The Assignment of Declarant Rights executed by the Declarant, Litchfield Plantation Company, Inc. ("LPC"), does not change and cannot change or amend the restrictions set forth in the 2005 Amended Covenants. Those restrictions apply to the Declarant and all the owners.

As set forth in Section 7.2 of the 2005 Amended Covenants, amendments can only be made with the affirmative vote or written consent of two-thirds (2/3) of the owners in Litchfield Plantation. That two-thirds (2/3) vote or written consent from the owners was not obtained. In addition, amending Sections 3.9, 5.9 and 5.19, which are at issue, expressly requires the affirmative vote of two-thirds (2/3) of the owners. There were at least ninety (90) owners in 2009.

I have set forth below objections under several additional sections of 2005 Amended Covenants, with a copy of those pages included for your reference.

Additional objections based on the 2005 Amended Covenants:

Section 3.3 Prohibited Activities:

- (C) Subdivision of a lot into two more lots after a subdivision plat including such lot has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any lot, except that the Declarant shall be permitted to subdivide or change the boundary lines of Lots which it owns;

The proposal is a further subdivision, which is not allowed, and changes the boundary lines of lots which is prohibited. The Declarant, LPC, does not own the 5.05 acres. The applicant already has a subdivision plat with ten (10) units or lots on the property.

Section 3.9 Single-Family Residential:

... No single family residential lot shall be less than 1/3 of an acre and single family residential lots will average at least 1/2 of an acre.

Boyd Johnson
Holly Richardson
June 15, 2017
Page 3

The proposal includes single family residential lots less than 1/3 of an acre. The Declarant cannot modify or eliminate this restriction.

Section 7.2 Amendment.

(B) By Owners:

Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by an affirmative vote or written consent, or combination thereof, of Owners of two thirds (2/3) of the total Class "A" votes of the Association, and the consent of the Declarant, so long as the Declarant owns any portion of the Property or has the right to annex the Property pursuant to Section 8.6. Provided, however, that Sections 3.9, 4.2, 5.2, 5.9, 5.10, 5.12, 5.17, 5.18, 5.19 and 6.1 cannot be amended at any time without the affirmative vote of two-thirds of the non-affiliated owners (including the Exempt Owners).

No Amendment to the 2005 Amended Covenants was ever voted upon by 2/3 of the owners. Similarly, there is no written consent by 2/3 of the owners for any amendment in 2009 or thereafter. The Assignment of Declarant Rights did not amend the 2005 Amended Covenants. Sections 5.9 and 5.19 address the initial designation of lots and maximum density issues discussed in my June 8, 2015 letter.

Section 7.9 Re-platting of Lot.

No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. However, the Declarant expressly reserves to itself, its successors and assigns, the right to re-plat any one or more of the Lots owned by the Declarant.

The proposal is an attempt to replat the property, even though the Declarant, LPC, does not own the property.

I received Ms. Golding's letter of June 14, 2017 and respond as follows:

Boyd Johnson
Holly Richardson
June 15, 2017
Page 4

First, applicant was notified of the Association's objection to further development of the property as set forth in my letters to the applicant dated March 30, 2017. The applicant, apparently while represented by Ms. Golding, has attempted to push through a proposed development without notifying the Planning Commission of the Association's previously stated position and the 2005 Amended Covenants. The Association was not listed by the applicant as a landowner who should get notice of the application.

Second, contrary to the applicant's assertion, TRK Abbey, LLC and Abbey, LLC agreed under the Assignment of Declarant Rights that LPC is still the Declarant under the 2005 Amended Covenants. See Assignment of Declarant Rights, Paragraph 4.b. ("Declarant shall fully perform all obligations, duties, agreements, and conditions to be performed by the Declarant under the terms of the Restrictive Covenants . . .") TRK Abbey, LLC and Abbey LLC are not the Declarant under any reading of the 2005 Amended Covenants.

Third, the Association also disagrees with Ms. Golding's analysis as to Bulk Sales and the Initial Maximum Designation by the Declarant, LPC, of 7 lots. The word "maximum" means the most allowed at any time. Ms. Golding's reading ignores this critical word. While the Maximum Designation sets a ceiling on the number of lots, the designation can be moved downward (lower) at a later time. The applicant has taken the position that there is no ceiling applicable to it. Such a premise runs afoul of the clear language and intent set forth in the 2005 Amended Covenants.

S.C. Code Ann. § 6-29-1145 prevents approval by the Planning Commission. The Association appreciates your consideration of its objections in this matter.

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments: Cited Sections of the 2005 Amended Covenants
March 30, 2017 correspondence

cc: Henrietta Golding, Esq.
Wesley Bryant, Esq.

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LITCHFIELD PLANTATION
and
WAIVER OF RIGHT OF FIRST REFUSAL**

This Amendment to the Declaration of Protective Covenants, Conditions and Restrictions is made this 3rd day of May, 2005, by Litchfield Plantation Company, Inc., ("Company"), and joined in by Litchfield Plantation Association, Inc., a corporation not for profit ("Association"), and Resources Planning Corporation ("RPC").

WITNESSETH:

WHEREAS, the Company as Owner of real property as described in Article I of this Declaration filed a Declaration of Restrictive Covenants dated January 26, 1971, and recorded in Georgetown County Deeds Book 98, Page 36 (the "1971 Declaration"); and

WHEREAS, the 1971 Declaration was amended by the Amendment to Declaration of Restrictive Covenants dated December 30, 1988, and recorded in Georgetown County in Deed Book 317, Page 222 ("the 1988 Modification"); and

WHEREAS, the 1971 Declaration provides that the Declaration, as amended by the 1988 Modification, may be changed, modified or extinguished in whole or in part as to all or part of the property through a written agreement duly executed and acknowledged by the Company, its successors or assigns, and by the then Owners of record of more than one-half (1/2) in area of the premises which are subject to the 1971 Declaration and subject to the payment of charges created by the 1971 Declaration; and

WHEREAS, the Company, RPC and the Owners of record of more than one-half (1/2) in area of the premises which are subject to the 1971 Declaration as amended and subject to the payment of charges created by the 1971 Declaration as amended have executed and acknowledged this Amendment to the 1971 Declaration as amended; and

WHEREAS, this Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation amends the 1971 Declaration as amended by the 1988 Modification, but shall not modify the Master Deeds for Horizontal Property Regimes I or II, recorded in Georgetown County in Deed Book 98, Page 220 and in Deed Book 98, Page 166. The purpose of this Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation is to incorporate into one document all covenants, conditions and restrictions applicable to Litchfield Plantation.

NOW THEREFORE, in consideration of the premises, the Company hereby covenants and agrees with the owners and purchasers of all lots or dwellings within Litchfield Plantation, that the property described in and referred to in Exhibits "A" and "B" shall be held, used and conveyed subject to the 1971 Declaration as amended by these Protective Covenants, Conditions and Restrictions set forth in this Declaration and it is hereby covenanted and agreed that the Protective Covenants, Conditions and Restrictions shall inure to the benefit of and be binding upon RPC, the Company, their successors and assigns, the Association, the owners and purchasers of property within the Plantation and all parties having any right, title, or interest in the Property or any part thereof, their respective heirs, successors and assigns, and all such Protective Covenants, Conditions and Restrictions shall bind and run with the property described in Exhibit "A" and "B " hereof, and all Lots and Dwelling Units therein.

ARTICLE 1

Property Description

- 1.1 **Phase I Litchfield Plantation**. Property described on attached Exhibit "A", incorporated herein by reference.
- 1.2 **Common Area**. Property described on attached Exhibit "B", incorporated herein by reference, subject to the amendmentary provisions set forth in Article 5, Section 5.2.
- 1.3 **Phase II Litchfield Plantation**. Property described on attached Exhibit "C", incorporated herein by reference.
- 1.4 **Single-Family Residential Lot Area**. Property described in attached Exhibit "D", incorporated herein by reference.

ARTICLE 2

Definitions

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below, and all definitions shall be applicable to the singular or plural forms of any such term(s).

- 2.1 **"Architectural Review Board"**: The board established by the Board of Governors pursuant to Article 4.
- 2.2 **"Association"**: Litchfield Plantation Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
- 2.3 **"Benefited Assessment"**: Assessments levied under Section 5.13.
- 2.4 **"Board"** or **"Board of Governors"**: The Board of Governors of the Association, which is the governing body of the Association, selected as provided in its Bylaws.

2.5 "Bylaws": The corporate Bylaws of the Association, a copy of which is attached as Exhibit "E."

2.6 "Bulk Sale": A sale of vacant land or land on which improvements are or will be under construction, from the Declarant to a builder or developer for a development into dwelling units.

2.7 "Common Area": Property, both real and personal, described in Exhibit "B", attached hereto and incorporated herein by reference, to which Owners have easements of use and open space as set forth in this Declaration; together with all other real or personal property which the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in and for the common use and enjoyment of the Owners, including easements held by the Association for such purposes. Such areas are not dedicated for use by the general public and the general public shall have no easement of use and enjoyment therein.

2.8 "Common Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration.

2.9 "Consumer Price Index": The Consumer Price Index for "all urban consumers" as issued by the U.S. Department of Labor, Bureau of Statistics, adjusted for any reference base change, with January 2005 as a starting point index. The term "CPI Increase" shall mean the increase (if any) expressed as a percentage, of the then current index over the starting point index.

2.10 "Declarant": Litchfield Plantation Company, Inc., a South Carolina corporation, or any successor or assign of Litchfield Plantation Company, Inc. who takes title to any portion of the property described on Exhibits "A" or "C" for the purpose of development and/or resale in

the ordinary course of business and who is expressly designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

2.11 "Design Guidelines": The architectural, design, development and other guidelines, standards, controls, and procedures including but not limited to, application and review procedures, adopted pursuant to Article 4 hereof.

2.12 "Declaration": Means this instrument as from time to time amended.

2.13 "Dwelling Unit": Any building or structure or portion of a building or structure situated upon a Lot which is intended for use and occupancy as an attached or detached residence for a single-family, including by way of illustration but not limitation, condominium units, townhouses, patio or zero lot-line homes, and single-family detached houses.

2.14 "Lot": A contiguous portion of the Property, whether improved or unimproved, other than Common Area or common property of any condominium regime, or property dedicated to the public, which may be independently owned and conveyed and which is intended to be developed, used and occupied with an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements, including any dwelling unit, thereon. The term shall include, by way of illustration but not limitation, condominium units, cluster homes, patio or zero lot-line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such. In the case of any structure containing multiple dwelling units, each dwelling unit shall be deemed to be a separate lot.

Prior to the recordation of a subdivision plat or condominium master deed, a parcel of vacant land or land on which improvements are or will be under construction shall be

deemed to contain the number of Lots designated in writing by the Declarant for residential use for such parcel.

2.15 "Member": A Person entitled to membership in the Association.

2.16 "Mortgage": A mortgage, deed of trust, deed to secure debt, or any other form of security deed.

2.17 "Mortgagee": A holder of a Mortgage.

2.18 "Non-affiliated Owners": Owners other than the Declarant, Resources Planning Corporation, any wholly-owned or controlled subsidiary of either, or Louise P. Parsons. After termination of the Class "B" share period pursuant to Section 5.5, all Owners will be deemed Non-affiliated Owners.

2.19 "Owner": One or more Persons who hold the record title to any Lot, except Persons holding an interest merely as security for the performance of an obligation.

2.20 "Person": A natural person, corporation, partnership, trustee, a limited liability company, or any other legal entity.

2.21 "Private Amenities": Real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Property, developed by the Declarant or any affiliate, designee or assignee of the Declarant, which are privately owned and operated by persons other than the Association on a fee-basis, club membership basis, or otherwise. No Owner or other party shall have an Easement of Use or right in such facility unless expressly granted to such Owner or other party by the Declarant. For example, the Carriage House Club and The Marina shall be private amenities.

2.22 "Property": The real property described in attached Exhibits "A" and "B", together with such additional property as is subjected to this Declaration in accordance with Article 8.6.

2.23 "Record" or "Recording": To record or file with the Office of the Clerk of Court or RMC for Georgetown County, South Carolina.

2.24 "Rules": Rules and regulations governing use of the Common Area adopted pursuant to Section 5.3.

2.25 "Special Assessment": Assessments levied under Section 5.12.

2.26 "Supplemental Declaration": A recorded supplement to this Declaration filed pursuant to Article 8 which makes additional property subject to this Declaration.

2.27 "Working Capital Assessment": A payment to the Association made pursuant to Section 5.18.

ARTICLE 3

Use Restrictions

3.1. General. Except as provided in Section 3.2 of this Article and except for those portions of the Property upon which common facilities have been or will be erected, owned or leased by the Association or the Declarant, the Property shall be used only for residential, recreational and related purposes.

3.2. Reservation. The Declarant, in fulfilling its general plan of improvement of the Property, hereby reserves the right to use any portion of the Property, including all or part of any dwelling owned or leased thereon, for the purpose of carrying on business. This shall include, by way of illustration but not limitation, real estate sales, a restaurant, hotel (provided that no single structure used for or as a part of a hotel operation shall contain more than four (4) individual

suites, except for the Plantation House and the Korf Guest House), marina, meeting rooms, offices, maintenance facilities, equipment storage, facilities used to conduct meetings including weddings, Dwelling Units used in the Country Inn or similar program, and general business offices, all including any signs or accessory uses.

3.3. Prohibited Activities. The following activities are prohibited within the Property unless expressly authorized by the Declarant, and then subject to such conditions as may be imposed by the Declarant:

(A) Raising, breeding, or keeping of animals or poultry of any kind, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes. Provided, any pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the Owners of occupants of other Lots shall be removed upon the request of the Board. If the pet Owner fails to honor such request, the Association may remove the pet;

(B) Posting of signs of any kind except those as required by law, including posters, circulars, billboards; provided, one professionally lettered sign may be displayed on a lot on which a dwelling unit is under construction and in accordance with any restrictions in size, coloring, lettering and placement of signs as may be adopted by the Architectural Review Board;

(C) Subdivision of a lot into two more lots after a subdivision plat including such lot has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any lot, except that the Declarant shall be permitted to subdivide or change the boundary lines of Lots which it owns;

(D) Active use of lakes, ponds, rivers, streams, wetlands or other bodies of water within the Property, including siphoning or draining water for purposes of irrigation or otherwise, except use of the marina by marina lessees and use of the main rice field, subject to any rules and regulations established by the Board. Neither the Declarant or the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, rivers, streams, wetlands or other bodies of water within or adjacent to the Property. Provided, Simons Lane Horizontal Property Regime, Chapel Creek Horizontal Property Regime and Owners of the following Lots shall have the right to continue draining water from ponds for purposes of utilization of their existing irrigation systems: Lot 4, Block A; Lot 3, Block D; Lot 4, Block D; Lot 8, Block D; and Lot 9, Block D; Lot 1, Block E; Lot 2, Block E; Lot 3, Block E; and Lot 4, Block E.

(E) Operation of a timesharing, fraction-sharing or some other similar program whereby the right to exclusive use of the Dwelling Unit rotates among participants in the program on a fixed or floating time schedule over a period of years;

(F) Occupancy of a Dwelling Unit by more than two (2) Persons per bedroom in the Dwelling Unit. For the purposes of this provision "Occupancy" shall be defined as staying overnight in a Dwelling Unit more than 30 days in any six-month (6) period;

(G) Capturing, trapping or killing wildlife within the Property, except in circumstances posing an eminent threat to the safety of Persons or pets on the Property, and except as allowed by the Board pursuant to rules and regulations affecting any portion of the main Rice Fields;

(H) Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which result in unreasonable levels of sound or light pollution;

(I) Discharge of firearms or explosives within the Property, except shooting on the rice fields as allowed by Rules of the Board. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size;

(J) Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kinds; provided, the Declarant and the Association shall have the right, without obligation, to erect or install and maintain such apparatus for the benefit of all or a portion of the Property and except as allowed by Federal law; and

(K) Conducting any business, trade, garage sale, moving sale, rubbish sale, or similar activity except that the Owner or occupant residing in a Dwelling Unit may conduct business activities which are commonly conducted within residential areas within the Dwelling Units so long as:

- i) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit;
- ii) The business activity conforms to all zoning requirements for the Property;
- iii) The business activity does not involve visitation of the Lot or Dwelling Unit by employees, independent contractors, clients,

customers, suppliers, other business invitees or door-to-door solicitation of residents within the Property; and

- iv) The business activity is consistent with the residential character of the Property and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board.

This subsection shall not apply to any activity conducted by the Declarant with respect to the development and sale of the property or its use of any Lots upon which it conducts business or trade, including the designation and use of the restaurant, bar, offices, marina, any hotel, country inn, facilities used for meetings or weddings, maintenance facilities and equipment storage. The leasing of a Dwelling Unit pursuant to Section 3.5 shall not be considered a business or trade within the meaning of this subsection.

3.4 Prohibited Conditions. The following conditions shall be prohibited within the Property.

(A) Walls, dog runs, animal pens or fences of any kind on any lot except as approved in accordance with Article 4; provided, the Declarant and the Association shall have the right, without obligation, to construct and maintain fences on any portion of the Property which they own or manage;

(B) Open garage doors. Garage doors shall remain closed at all time except when entering and exiting the garage;

(C) Tents, shacks or other structures of a temporary nature on any Lot except as approved in accordance with Article 4 or as may be authorized by the Declarant.

Approved temporary structures used during the construction or repair of a Dwelling Unit or other improvements shall be removed immediately after the completion of construction or repair;

(D) Storage of furniture, fixtures, appliances, machinery, equipment or other goods and chattels not in active use on any portion of the Lot which is visible from outside the Lot, except as approved in accordance with Article 4;

(E) Clothes lines, garbage cans, equipment, tanks or storage piles except as enclosures approved in accordance with Article 4; and

(F) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently, except to the extent that the Declarant, in its discretion, may use temporary construction offices.

3.5 Leasing. For purposes of this Declaration, leasing is defined as a regular, exclusive occupancy of a Dwelling Unit by any Person other than the Owner, for which the Owner received any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Dwelling Units may be leased only in their entirety. No fraction or portion may be leased. No structure on the Lot other than the primary residential Dwelling Unit may be leased or otherwise occupied for residential purposes. There shall be no leasing of Dwelling Units or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing. All leases shall be for an initial term for no less than ninety-days (90); provided, an Owner may lease their Dwelling Unit once per calendar year for a period of less than 90 days for special events (e.g. golf tournament). Notice of any lease, together with any such additional information as may be required by the Board, shall be given to the Board by

the Lot Owner within ten-days (10) of the execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and Rules and Regulations. During any such leasing, the Owner surrenders Owner's use of amenities to the lessee. The Board may adopt reasonable rules regulating leasing and subleasing.

NOTWITHSTANDING the foregoing, Declarant retains the right to lease any Lot or Dwelling Unit it owns, including but not limited to the use of fractional or proportional leases in the Country Inn program, or any hotel/motel or any other business conducted by the Declarant.

3.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot so as to render any such Lot or portion thereof, or any activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Property. Wood piles or other materials shall be stored in a manner so as not to be visible from outside the Lot and so as not to be attractive to native rodents, snakes, and other animals and to minimize the potential danger from fires. No other nuisance shall be permitted to exist or operate upon any Lot, the Common Area, or the private amenities so as to be offensive or detrimental to any other portion of the Property. No activities shall be conducted upon or adjacent to any Lot or within improvements constructed thereon which are or might be unsafe or hazardous to a person or property. No open fires shall be lighted or permitted on the Property, except in a contained outdoor fireplace or barbeque unit while attended or within a safe and well-designed interior fireplace.

3.7 Trash Containers and Collection Period. No garbage or trash shall be placed or kept upon any Lot, except in covered containers of a type, size and style which are approved in accordance with Article 4 or as required by the applicable governing jurisdiction. Such containers shall be kept inside garages or other structures on Lots except when they are being

made available for collection, and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor or indoor incinerators shall be kept or maintained on any Lot.

3.8 Vehicles and Parking: The term "Vehicles" as used in this Section shall include any device or structure for transporting persons or things, including without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles. Private (non-commercial) automobiles may be parked in a garage, driveway, parking pad or other area designated by the Board. Vehicles other than private (non-commercial) automobiles including oversized vehicles, stored vehicles and unlicensed or inoperable vehicles shall not be parked within the Property other than in an enclosed garage. No Vehicle may be left upon or parked on roadsides (swales) or on any other unpaved surfaces, except in an area designated by the Board.

3.9 Single-Family Residential: Notwithstanding anything to the contrary, the Property described on attached Exhibit "D" will be devoted to Single-Family Residential Lots which may be re-platted by the Declarant and Single-Family Residences located thereon. All other areas located within the Property described in Exhibits "A" and "C" may be developed in a mix of Dwelling Units at the Declarant's discretion, which may, but which need not, include Single-Family Residential Lots. No single family residential lot shall be less than 1/3 of an acre and single family residential lots will average at least 1/2 of an acre.

ARTICLE 4**Architectural and Design Standards**

4.1 **General.** No improvements (including staking, clearing, excavation, grading and other site work), exterior alteration of existing improvements (including painting), placement or posting of any object or thing on the exterior of any Lot, Dwelling Unit or other structure or the Common Area (e.g., signs, antennae, playground equipment, pools, propane tanks, lighting, temporary structures, and artificial vegetation), planting or removal of landscaping materials, or insulation or removal of an irrigation system shall take place except in compliance with this Article, this Declaration, and Article 3 "Use Restrictions", and the design guidelines and with the approval of the Architectural Review Board. Any Owner may remodel, paint or redecorate the interior of a structure or Dwelling Unit on a Lot without approval. However, modifications to the interior of screened porches, patios and other similar portions of a Lot visible from outside the structure on the Lot shall be subject to this Article and approval as set forth below. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with the originally approved plans and specifications.

This Article shall not apply to the activities of the Declarant nor to improvements to the Common Area by or on behalf of the Association.

4.2 **Architectural and Design Review.**

(A) **New Construction.** There shall be established by the Board of Governors an Architectural Review Board, which shall have such duties and objectives as are set forth herein. No building, fence, wall or other structure, no change in topography, landscaping, grading, filling or any other item shall be commenced or erected or

maintained upon any portion of the Lot or Dwelling Unit, nor shall any exterior addition to or change be made until the plans and specifications (including but not necessarily limited to all elevations, complete landscaping plan for the lot and a complete tree survey of the Lot), showing the grading, filling, nature, kind, size, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location to any surrounding structures and topography by the Architectural Review Board. Refusal or approval of plans, specifications and plot plans, or any of them may be based upon any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Review Board may deem sufficient. Neither the Declarant nor any Member of the Architectural Review Board shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Board, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Review Board. Further, neither the Declarant nor any Member of the Architectural Review Board shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Board for approval agrees, by submission of such plans and specifications, and every Owner of every Lot agrees, that he will not bring any action or suit against the Declarant or any Member of the Architectural Review Board to recover for such damage. No approval of plans, location, or specifications shall

be construed as representing or implying that such plans, specifications or standard will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Declarant, the Association nor the Architectural Review Board or its Members shall be responsible or liable for any defects in any plan or specifications submitted, revised or approved under these Covenants or for any defect in construction pursuant to such plans and specifications. The Owner shall have the sole responsibility for compliance with approved plans and agrees to and does hereby hold the Architectural Review Board, its Members, the Declarant and the Association harmless for any failure thereof caused by the Owner, architect or builder.

(B) Objectives of the Architectural Review Board: Architectural and Design Review shall be directed towards obtaining the following objectives for the Property.

- i. Insuring that the location and configuration of structures are visually harmonious with the terrain, vegetation, and the surrounding residential lots and structures, and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.
- ii. Insuring that the architectural design of structures and the materials and colors are visually harmonious with the Property's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, and

with the development plans, if any, for the areas in which the structures are proposed to be located.

- iii. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of Lots, removal of trees or vegetation which would cause disruption of natural water courses or scar natural land forms.
- iv. Insuring the plans for construction and landscaping limit the removal or damage to the natural landscape and significant trees, including obtaining proof from the Owner of compliance with the Georgetown County Tree Ordinance.
- v. Insuring that any structure, building or landscaping complies with the provisions of this Declaration.

4.3 Guidelines and Procedures: The Declarant may adopt Design Guidelines which shall apply to all construction activities within the Property, except as is provided in Section 4.1. The Declarant shall have the sole and full authority to amend the Design Guidelines as long as it owns any portion of the Property or has any right to annex any Property pursuant to Section 8.6. Thereafter, the Architectural Review Board shall have the authority to amend the Design Guidelines. The Design Guidelines may contain general provisions applicable to all Property, as well as specific provisions which vary from one portion of the Property to the other depending on the location, unique characteristics, intended use and any applicable zoning ordinance. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern and in considering applications hereunder. The Design Guidelines are not the exclusive

basis for decisions by the Architectural Review Board and compliance with the Design Guidelines does not necessarily guarantee approval of any application.

Any amendments to the Design Guidelines shall not apply to approved construction and modifications commenced prior to the date of such amendment and shall not apply to require modifications to or removal of the structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines and the Declarant, so long as it owns any portion of the Property or has a right to annex any property pursuant to Section 8.6, and the Architectural Review Board thereafter shall have the right to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive.

All structures and improvements constructed upon Lots shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans or such improvements are submitted to and approved by the Architectural Review Board, unless the Architectural Review Board has granted a variance in writing pursuant to Section 4.4. So long as the Architectural Review Board is acting in good faith, its findings and conclusions with respect to appropriateness of, applicability of or compliance with the Design Guidelines in this Declaration shall be final.

4.4 Variance. The Architectural Review Board may authorize variances in writing from its Design Guidelines, but only:

(A) In accordance with duly adopted Rules when: (1) unique circumstances dictate, such as unusual topography, natural conditions, hardship or aesthetic or environmental consideration; and (2) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing

and anticipated uses of adjoining property. Inability to obtain, or the terms of, any governmental approval, or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Architectural Review Board may not authorize variances without the written consent of the Declarant, so long as the Declarant owns any portion of the Property or has a right to annex any Property pursuant to Section 8.6.

4.5 Enforcement. Any construction, alteration or other work done in violation of this Declaration, this Article or the Design Guidelines shall be deemed to be non-conforming. Upon written request by the Declarant, the Association or the Architectural Review Board, the Owner shall, at the Owner's own cost and expense and within such reasonable timeframe as set forth in such written notice, cure such non-conformance to the satisfaction of the requesting party or restore the Property, Lot and/or Dwelling Unit to substantially the same condition as existed prior to the non-conforming work.

Should an Owner fail to remove and restore as required, the Declarant, the Association or its designee shall have the right to enter the Lot and/or Dwelling Unit, remove the violation, and restore it to substantially the same condition as previously existed. All costs, including a reasonable attorneys fee, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a benefited assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration, this Article and the Design Guidelines may be excluded from access to the

Property. Neither the Declarant, the Association, its officers, governors, the Architectural Review Board, nor its Members, shall be held liable to any person for exercising the rights granted by this Article.

In addition to the foregoing, the Declarant and the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and decisions of the Architectural Review Board.

ARTICLE 5

The Association

5.1 Association Function, Membership and Voting Rights. The Declarant has established the Association for the purpose of exercising powers of maintaining and administering the Common Areas and the improvements thereon and to be constructed thereon including the roads and maintenance buildings and providing common services, administering and enforcing the Covenants, Conditions and Restrictions contained herein, and levying, collecting and dispersing assessments and charges herein created. The Association shall be authorized but not required to provide the following services:

- (A) To maintain, landscape and operate all open spaces, lagoons, lakes, ponds, rice fields or other open spaces within the Property.
- (B) Insect and pest control to the extent deemed desirable in the judgment of the Board of Governors.
- (C) To construct improvements on open spaces and Common Areas.
- (D) To provide or contract for administrative services including, but not limited to, legal, accounting, management, financial and communication services,

informing members of activities, notice of meetings, referendums, and any other services incident to the Association's powers.

(E) To take any and all actions necessary to enforce all Covenants, Restrictions, Rules and Regulations affecting the Property and to perform any of the functions or services delegated to the Association in any Covenants, Restrictions or Bylaws applicable to the Property.

(F) To provide liability and hazard insurance covering improvements and activities on the Common Area, independently or in collaboration with the Declarant.

(G) To provide Directors and Officers liability insurance for the Association, its elected Governors and Officers, and any appointed Boards or Board Members.

(H) To maintain all lakes, ponds and lagoons located within the Property, including the stocking of such lakes, ponds and lagoons as approved by the Board.

(I) To maintain the rice fields, including the repair, maintenance and operation of the main rice field gates and the rice field dikes.

(J) To take any and all actions necessary to enforce all covenants and restrictions affecting the property and to perform any of the functions or services to be performed by the Association and any covenants or restrictions applicable to the Property.

(K) To provide any and all services necessary or desirable in the judgment of the Board of Governors of the Association to carry out the Association's obligations and business under the terms of this Declaration, the Charter of the Association and the Association's Bylaws.

(L) To provide transportation to and from the Plantation House and the Beach House.

(M) To purchase, sell, trade or exchange real property comprising the Common Area, as set forth in Section 5.2.

5.2 Conveyance of Common Area from Declarant to the Association: Modification of Common Area by Trade, Sale or Exchange. The Declarant reserves the right to convey all or part of the Common Area to the Association and the Association agrees to accept said conveyance and to maintain and administer the same as Common Area provided, however, that any Common Area deeded to the Association is:

(A) Free from liens and encumbrances except those contained herein and future taxes;

(B) Is in good condition and not in need of maintenance and/or repair which would exceed the reserved funds held by the Association and applicable to the property being deeded to the Association, and

(C) Is contained within or contiguous to either the property described in a plat by Legare Hamilton dated March 4, 1971, recorded in Plat Book W, Page 8, or the Ocean Front Beach House as described on attached Exhibit "B". For purposes of this subparagraph 5.2(C), the term "contiguous":

(i) shall include any parcel of property with a boundary line located within 3,000 feet of the property described in the March 4, 1971 plat described above; and

(ii) contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road,

right of way, easement, or waterway, and any such property shall be deemed contiguous despite such separation.

The Association reserves the right to modify the extent and location of the Common Area through an exchange of property including a sale, purchase or exchange with the Declarant. Provided, any exchange of property by the Declarant to the Association, and from the Association to the Declarant, shall be subject to the following requirements:

(A) The property conveyed by the Declarant to the Association and the property to be conveyed by the Association to the Declarant shall be subject to MAI appraisal. The appraisal shall determine the value of both properties, as Common Amenities to the Association. The value of the property conveyed by the Declarant to the Association must have higher appraised value than the appraised value of the property conveyed by the Association to the Declarant;

(B) Any property conveyed by the Declarant to the Association shall be free from liens and encumbrances except those contained herein and future taxes, and in good condition and not in need of maintenance and/or repair which would exceed the reserved funds held by the Association and applicable to the property being deeded to the Association.

The Board of Governors is hereby authorized to enter into a contract with the Declarant to sell, convey, or exchange property as described herein without a vote of the members.

5.3 Rules and Regulations. The Association's Board of Governors may adopt from time to time additional rules and regulations governing the use of the Common Areas.

5.4 Membership. Every person or entity who is an Owner of a Lot subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

5.5 Voting. The Association shall have two classes of Membership, Class "A" and Class "B".

(A) Class "A". Class "A" Members shall include all Owners except for the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot for which they hold the interest required for membership under Section 5.4; there shall be only one vote per Lot.

(B) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to disapprove actions of the Board and any Committees, are specified in the relevant sections of this Declaration and the Bylaws. During the Class "B" share period; the Class "B" Member shall have the number of votes equal to all Class "A" Members plus one (1) vote. The Class "B" membership shall cease and be converted to Class "A" Membership upon the earlier of the following:

- i) An initial period commencing on January 1, 2005 and ending December 31, 2010; provided, this initial period shall be automatically extended for successive periods of five (5) years, provided that in each five-year period prior to the automatic extension the Declarant has sold 100 or more lots, including the number of Lots or Dwelling Units designated in connection with a Bulk Sale, to non-affiliated Owners;
- ii) When, in its discretion, the Declarant so determines; or

- iii) One Hundred Eighty (180) Days after the Declarant has sold 90% of all Lots subject to this Declaration.

When a purchaser of an individual Lot or Lots takes title thereto from the Declarant, such Purchaser becomes a Class "A" Member. From and after the happening of any of the above events set out in subsection (i), (ii), or (iii), whichever occurs first, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Lot it owns.

The condition for automatic five-year (5) extensions of the Class "B" share period provided in (B)"i" shall be conclusively established by the Declarant Recording an Affidavit stating the Declarant has sold 100 or more Lots to Non-Affiliated Owners in the preceding five (5) years. A copy of such recorded Affidavit shall be provided to the Association.

5.6 Exercise of Voting Rights. Except as otherwise specified in this Declaration, Bylaws or as required by law, the vote for each Lot owned by a Class "A" Member shall be exercised by the Owner. In any situation in which there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised for such Co-Owners determined among themselves and they shall advise the Secretary of the Association in writing prior to any meeting. Absent such notice to the Association, the Lot's vote shall be suspended if more than one person seeks to exercise it. No Owner shall have a vote if the Owner is not current or more than 60 days in arrears with respect to all money owed to the Association by that Owner.

5.7 Covenant for Assessments; Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property, each Owner of any Lot and any purchaser of a Lot, by acceptance of a deed to the Lot, whether or not it shall be so expressed in such deed or other conveyance, shall become a member of the Association and covenants and agree to pay to the Association:

- (A) Annual Assessments or charges for maintenance of the Common Areas, including such reasonable services as the Association may deem necessary;
- (B) Special Assessments as described in Section 5.12;
- (C) Benefited Assessments as described in Section 5.13; and
- (D) Working Capital Assessments as described in Section 5.18.

All Assessments, together with interest from due date of such Assessment at a rate determined by the Association (not to exceed the highest rate allowed by South Carolina law), late charges, costs, including lien fees and administrative costs, and reasonable attorney's fees incurred in collecting assessments shall be a charge and continuing lien upon each Lot against which the Assessment is levied until paid, as more particularly provided in Section 5.14. Each such Assessment, together with interest, late charges, costs including lien fee and administrative costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time the Assessment arose. Upon a transfer of title to a Lot, the transferee shall be jointly and severally liable to the Association for any Assessments and other charges due at the time of transfer, except as set forth in Section 5.17.

Assessments shall be paid in such manner and by such dates the Board may establish. Unless the Board otherwise provides, the Assessment for each Lot shall be due and

payable in advance each year on the anniversary of the date the Owner of such Lot first obtained title to the Lot.

The Association shall, upon request by an Owner, furnish to the Owner a certificate in writing signed by an Officer of the Association setting forth whether Assessments for such Owner's Lots have been paid and any delinquent amount. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No owner may exempt himself or herself from liability for Assessments by non-use of the Common Area, abandonment of the Owner's Lot or Dwelling Unit, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or setoffs shall be claimed or allowed for alleged failure of the Association or Board to take some action or perform some function required of it or for inconvenience or discomfort arising from repairs or improvements or other action taken by it.

5.8 Declarant's Obligation for Assessments. During the Class "B" share period, Declarant may annually elect to either pay Assessments on all of its unsold Lots or to pay the "shortage" for each fiscal year. The shortage shall be the difference between:

(A) The amount of all income and revenue of any kind received by the Association, including, but not limited to, Assessments collected from all other Lots, use fees, and income from all other sources; and

(B) The amount of all actual expenditures incurred by the Association during the fiscal year.

Calculation of the shortage shall be performed on a cash basis of accounting. Unless the Declarant otherwise notifies the Board in writing at least 30 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year.

The Association is authorized to enter into contracts for "in kind" contribution, services, materials, or a combination of services and materials with the Declarant or other entities for payment of common expenses provided the common expenses being paid by such contracts are contained in the budget. After termination of the Class "B" share period, the Declarant shall pay Assessments on its unsold Lots in the same manner as any other Owner.

5.9 Bulk Sale of Parcel by Declarant. The Declarant shall designate the maximum number of Lots which can be built upon a Bulk Sale Parcel at the time of sale of property in bulk for development. Such initial designation shall be in writing and a copy of such designation shall be provided to the Purchaser and to the Board of the Association. If no designation is made, the Bulk Sale Parcel shall be assessed at the rate of four (4) Lots per acre. In the event the Purchaser sells all of the Lots within the Bulk Sale Parcel but fails to subdivide the parcel into a number of Lots equal to the maximum initial density assigned to such parcel, the assessments shall be computed based on the actual number of Lots and not the initial designation.

The purchaser of a Bulk Sale Parcel shall pay the Association regular assessments on all unsold Lots from and after the date of closing of the Bulk Sale until the closing of the sale of each Lot in the parcel sold for development. Thereafter, the Owner of each Lot shall pay the Association regular, working capital and special assessments in the normal fashion as provided in this Declaration. Provided, further, the purchaser of a Bulk Sale Parcel shall not be obligated to pay the Association the Working Capital assessments until the earlier of: a) the closing of the

sale of each Lot in the Bulk Sale Parcel sold for development; or b) at the end of three (3) years from the date of closing of the Bulk Sale Parcel, whichever occurs first.

5.10 Computation of Base Assessments. Not less than 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the common expenses estimated to be incurred during the coming year. The budget shall include a reserve fund for capital improvement and maintenance of the Common Area in accordance with the budget but separately prepared as provided in Section 5.18, but shall not include expenses incurred during the Class "B" share period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by a majority of the total Class "A" vote of the Association.

The base Assessment shall be levied equally against all Lots and shall be at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including contributions to reserves. In determining the level of Assessments, the Board, in its sole discretion, may consider other sources of funds available to the Association.

There shall be no obligation to call a meeting of the Members for the purpose of considering the budget except as provided for special meetings in the Bylaws. Notice of Assessments shall be posted in a prominent place within the Property and including in the Association's newsletter, if any. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as the budget shall be determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

5.11 Maximum Annual Assessment During Class "B" Share Period. From and after April 1, 2005, the Maximum Annual Assessment shall be \$1,800.00 per Lot. During the Class "B" share period, the Maximum Annual Assessment may be increased by the Board each year by an amount not in excess of five percent (5%) per year, or the percentage increase in the Consumer Price Index between the first month and last month of the annual assessment period, whichever is lower. In the event the Board does not increase the Maximum Regular Annual Assessment in a given year, or increases it in an amount less than the maximum authorized by this Section, the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised increased authority, provided that any application of the same may only be given prospective application. By way of illustration, if the Board is authorized to increase the Maximum Regular Annual Assessment by 5% per year in years 1 and 2, but chooses not to impose such increases, it could increase the Maximum Regular Annual Assessment in year 3 by a total of fifteen percent (15%), provided the 5% figure is lower than the CPI.

5.12 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessments shall become effective unless:

- (A) Disapproved by a vote of a majority of the total votes allocated to Lots which will be subject to Special Assessments, or
- (B) Disapproved by the Declarant during the Class "B" share period.

There is no obligation to call a meeting for the purpose of considering Special Assessments except upon petition of Owners as provided for in the Bylaws. Notice of Special Assessment shall be provided as set forth in the Bylaws. Special Assessments shall be payable

in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(C) In consideration for the execution of this Declaration certain owners in Litchfield Plantation, the present owners of property in Litchfield Plantation and each of them are exempt from Special Assessments through the year 2020. This exemption is personal to these property owners and their respective spouses and children. No property owner who has this exemption may vote for or against a Special Assessment through the year 2020. These property owners are referred to as "Exempt Owners" and are shown on Exhibit E attached hereto and, by referenced, incorporated herein.

(D) During the Class B share period, there shall be no Special Assessments without the affirmative vote of two-thirds of the non-affiliated owners (excluding the Exempt Owners). Except as to property owned by an Exempt Owner, all Units, sold and unsold, shall pay a proportionate share of any Special Association Assessment during the Class "B" share period, even if the Declarant has elected to fund a deficit in the Association Budget rather than pay assessments on unsold Lots.

5.13 Benefited Assessments. The Board may levy Benefited Assessments against particular Lots for expenses incurred or to be incurred by the Association, as follows:

(A) To cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Lot or occupants thereof upon request of the Owner of the Lot pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners which might include, without limitation, landscape maintenance, caretaker services, etc., which Assessments may be levied in

advance of the provisions of the requested item, item or service as a deposit against charges to be incurred by the Owners; and

(B) To cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, any supplemental declaration, the Bylaws, the Design Guidelines, or Rules of the Association, or costs incurred as a consequence of the conduct or action of the Owner or occupant of the Lot, their licensees, their invitees or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a Benefited Assessment under this Section (B).

5.14 Lien for Assessments. All Assessments authorized in this Article which become past due shall constitute a Lien against the Lot against which they are levied until paid. The Lien shall also secure payment of interest (subject to the limitations of South Carolina law), late charges, and costs of collection (including attorney's fees, lien fees and administrative costs). Such Lien shall be superior to all other liens, except:

(A) The liens of all taxes, bonds, assessments, and other levies which by law would be superior; and

(B) The lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value.

The Association may enforce such Lien, when any Assessment or other charge is delinquent, by suit, judgment, and foreclosure or by any other remedy allowed to the Association, by law or equity. The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association:

- i) No right to vote shall be exercised on the Lot's behalf;
- ii) No Assessment shall be levied on it; and

- iii) Every other Lot shall be charged, in addition to its usual Assessment, its equal prorata share of the Assessment that would have been charged on said Lot had it not been acquired by the Association.

The Association may sue for unpaid Assessments, fees and costs without foreclosing or waiving the Lien securing the same.

The sale or transfer of any Lot shall not affect the Assessment Lien or relieve such Lot from the Lien for any subsequent Assessments. However, a Mortgagee holding a first mortgage of record or other owner who obtains title pursuant to a foreclosure of a first Mortgage or by acceptance of a deed in lieu of foreclosure shall not be personally liable for Assessments on such Lot which became due prior to such acquisition of title. Provided further, that an Owner who obtains title pursuant to foreclosure or a deed in lieu of foreclosure shall be liable for Assessments on such Lot which become due after such acquisition of title.

5.15 Failure to Assess. Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Assessments on the same basis for the last year for which an Assessment was made, if any, until a new Assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

5.16 Exempt Property: The following property shall be exempt from payment of Assessments and Special Assessments:

- (A) All Common Areas;

(B) All Property dedicated to and accepted by any governmental authority or public utility; and

(C) All Common Elements within a condominium regime used for the common use and enjoyment of the owner of those condominiums.

5.17 Budget Process: The Association shall have an annual budget. The Association Budget shall be prepared by the Board or, if the Association has employed a Manager, by the Manager. In either event, the Budget shall be approved by the Board of the Association and submitted to the Members of the Association for final approval. The budget shall be deemed approved unless a majority of the Members affirmatively vote to disapprove the budget.

The Association Budget shall contain a line item for a reserve for maintenance of the Common Areas and other line items normally contained in a budget for a homeowners' association. The Board shall provide each Member not less often than quarterly, and on an annual basis, a year-to-date schedule of revenue and a comparison of budgeted and actual expenses of the Association.

(A) Audits and Audit Reports. The books of the Association shall be audited annually by an independent auditor at the expense of the Association. The Audit Report shall be made available to each Member of the Association during reasonable business hours at a location within the Plantation.

(B) Bank Accounts and Use of Funds. All revenues of the Association shall be deposited into accounts maintained in the name of the Association at a bank or savings and loan which has a location in South Carolina. Revenues of the Association may be expended to pay costs and expenses of only the Association.

5.18. Reserve Budget and Capital Contribution. The Board shall prepare, on an annual basis, reserve budgets which take into account the number and nature of replacement assets, the expected life of each asset, and the expected repair or replacement cost of each asset. Such Reserve Budgets may also anticipate making additional capital improvements and purchasing additional capital assets. The Board shall include in the Budget reserve contributions in amounts sufficient to meet these projected needs, if any.

The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. So long as the Declarant owns any portion of the Property or has the right to annex Property pursuant to Section 8.6, neither the Association nor the Board shall adopt, modify, limit or expand such policies without the Declarant's prior written consent.

Each Lot Owner purchasing from the Declarant, or a Lot Owner purchasing a Lot from a Bulk Sale, shall pay the Association a working capital contribution equal to 12 months of base assessments for each Lot sold after this Declaration is recorded. Each such working capital contribution shall be paid to the Association at the time of closing. One-third (1/3) of each Working Capital Assessment shall be deposited in the Association's Reserve Account, the remaining two-thirds (2/3) shall be deposited in the Association's General Account. Working Capital Assessments are not to be considered advance payment of annual assessments or special assessments.

5.19 Density. The Maximum Density in Phase I has described on Exhibit "A" shall be 368 Dwelling Units. The Maximum Density in Phase II as shown on Exhibit "B" shall be 222 Dwelling Units, regardless of whether the property in Phase II is made subject to these restrictions.

ARTICLE 6

Easements of Use

6.1 Owner's Easements of Use of Roads and Common Area. This Amendment to the 1971 Declaration confirms the easement of each and every Owner (both lots and condominiums) and their respective guests and invitees to use without charge the roads within Litchfield Plantation wherever they may exist at any time for access, ingress and egress to and from their respective lot and/or condominium, the common area, and travel within the Plantation; provided, however, that this easement is specifically subject to the right of the Declarant set out herein to relocate any road or roads within the Plantation and the easement shall automatically cease to exist over the land on which any relocated road or roads were located and shall automatically attach to the relocated road or roads at its or their new location within the Plantation. This Amendment to the 1971 Declaration also confirms the easement of each and every Owner (both lots and condominiums) and their respective guests and invitees, to pass over and enjoy the Common Area designated in Exhibit "B" attached hereto, and incorporated herein by reference, provided, however, that the Declarant, its successors and assigns shall retain the right to establish reasonable fees, and establish rules and regulations for the use and enjoyment of all such spaces. Pursuant to its overall program of wildlife conservation and nature study, the right of the reserved to the Declarant and/or the Association to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, ducks and other wildlife, to make access trails, a walking path through said Common Area for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Common Areas designating points of particular interest and attraction, and to take other such steps as a reasonable, necessary and proper to further the aims and purposes of the Common Areas is

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hereby confirmed. The Declarant and/or the Association shall have the right to protect the Common Areas through plantings of trees, shrubs, or to the extent deemed desirable, mechanical means such as sea walls, bulk-heading, drainage ways, canals, dikes, or lakes. The Declarant and the Association reserve the right to erect and maintain or to grant easements to erect and maintain utilities in or on the Common Areas, including the right to cut any trees, bushes or shrubbery, make any gradings of soil, build buildings or take similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further expressly reserves to itself, its successors and assigns, the right to construct, lease, operate and manage any club or other facilities on the Common Areas for the mutual enjoyment of the Owners and other members and to establish reasonable fees for the use thereof.

6.2 Easements for Utilities, Etc. This Amendment to the 1971 Declaration confirms the Declarant's Easement for the purpose of access and maintenance upon, across, over and under all of the Property owned by the Declarant and the Common Areas to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antennae systems, security and similar systems, roads, walkways, bicycle pathways, trails, pond, wetlands, drainage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. The Declarant may assign these rights to any local utility supplier, cable company, security company, or other company providing a service or utility to Litchfield Plantation subject to limitations herein.

This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any Lot or existing Dwelling Unit, and any damage to a Lot or Dwelling Unit resulting from the exercise of this Easement

shall promptly be repaired by, and at the expense of, the person exercising the Easement. The exercise of this Easement shall not unreasonably interfere with the use of any Lot or Dwelling Unit, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

6.3 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, and licensees an Easement over the Common Area for the purpose of enjoyment, use, access and development of the Property including any additional property added pursuant to Section 8.6 hereof or any contiguous property owned by the Declarant, whether or not such property is made subject to this Declaration. This Easement includes, but is not limited to, a right of ingress and egress over the Common Area for the construction of roads and for connecting and installing utilities on such property. The Declarant further agrees that if the Easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into an agreement with the Association to share the cost of maintenance of any access roadway serving such property, such agreement to provide for a sharing of the cost of maintenance of any access roadway serving such property on a reasonable projection of prorata use.

6.4 Easements for Cross Drainage. Every Lot and the Common Area shall be burdened with Easements for natural drainage for water runoff from other portions of the Property; provided, no person shall alter the natural drainage on any Lot to materially increase or impede the drainage of water on adjacent portions of the Property without the consent of the Owner of the affected property and the Board.

6.5 Right of Entry. The Association shall have the right, but not the obligation, to enter all portions of the Property, including each Lot or Dwelling Unit, for emergency, safety, and security reasons. Such right may be exercised by the authorized agents of the Association, its Board, officers or committees, and by all police officers, firefighters, ambulance personnel, and other similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot or Dwelling Unit shall be only during reasonable hours and after notice to and permission from the Owner thereof. This Easement includes the right to enter any Lot to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure a condition within a reasonable time after a request by the Board, but does not authorize entry into any Dwelling Unit without permission of the Owner, except by emergency personnel acting in their official capacities.

6.6 Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual Easement is hereby granted to the Association, to enter all portions of the Property, including each Lot to:

- (A) Perform its maintenance responsibilities under Article 5;
- (B) Make inspections to ensure compliance with this Declaration, amendment hereof, any supplemental declaration, Bylaws, and rules. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This Easement shall be exercised with a minimum of interference to the quiet enjoyment of Owner's property, and any damage shall be repaired by the Association at its expense;
- (C) The Association may also enter a Lot to abate or remove, using such measures as maybe reasonably necessary, any structure, thing, or condition which

violates the Declaration, any supplemental declaration, the Bylaws, the Design Guidelines or the rules. All costs incurred, including reasonable attorney's fees, shall be assessed against the violator as a Benefited Assessment; and

(D) The Property is hereby burdened with a non-exclusive Easement in favor of the Association for overspray of water from any irrigation system serving the Common Area. The Association shall not be held liable for damage or injury resulting from such overspray or the exercise of this Easement.

6.7 The Declarant, for itself and its successors and assigns, hereby transfers, sets over and assigns to the Association, its successors and assigns, all of the rights, licenses and easements granted to or reserved by the Declarant by or in Article 5, Section 1 of the 1971 Declaration as amended, necessary for the Association to do all of the things and acts and exercise all of the powers set out in Section 6.5 and Section 6.6 of this Article 6.

6.8 Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself, the Association, and their successors, assigns and designees, the non-exclusive right and Easement, but not the obligation, to enter upon any lakes, ponds, rivers, streams and wetlands located within the Common Area to:

(A) Construct, maintain, and repair pumps in order to provide water for the irrigation of any of the Common Area;

(B) Construct, maintain, and repair any bulkhead, rice field gate(s), dikes, wall, dam or other structure retaining water; and

(C) Remove trash and other debris therefrom and fulfill its maintenance responsibilities as provided in this Declaration. Declarant, the Association, their successors, assigns and designees shall have an access Easement over and across any of

the Property abutting or containing any portion of any of the lakes, ponds, rivers, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

6.9 There is further reserved herein for the benefit of Declarant, the Association, and their successors, assigns, and designees, a perpetual, non-exclusive right and Easement of access and encroachment over the Common Area adjacent to lakebeds, ponds, rivers, streams and wetlands within the Property, in order to:

(A) Temporarily flood and backwater a pond and maintain water over such portion of the Property;

(B) Fill, drain, dredge, deepen, clean, fertilize, and generally maintain the lakes, ponds, rivers, streams, and wetlands within the Common Areas subject to approval of all appropriate regulatory bodies;

(C) Maintain and landscape the slopes and banks pertaining to such lakes, ponds, river, streams, and wetlands; and

(D) All persons entitled to exercise these Easements shall use reasonable care in, and repair any damage resulting from the perpetual exercise of, such Easements. Nothing herein shall be construed to make Declarant, the Association or any other person liable for damage resulting from flooding due to heavy rainfall, hurricanes, natural occurrences, or other acts of God.

ARTICLE 7

General and Procedural Provisions

7.1 **Term.** This Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association, the Declarant, or any Owner, their respective legal representatives, heirs, successors, and assigns, for a Term of twenty (20) years

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from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by two-thirds (2/3) of the then Owners and the Declarant during the Class "B" share period, has been recorded within the year preceding each extension, agreeing to amend, and in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein. Any such amendment or termination shall not be effective until recorded.

7.2 Amendment.

(A) By Declarant. Until termination of the Class "B" share period, Declarant shall unilaterally amend this Declaration if such Amendment is:

- i. necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; or
- ii. necessary to enable any reputable title insurance company to issue title insurance coverage on the Lot; or
- iii. required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make a purchase mortgage loan on the Lots; or

- iv. necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Lot; or
- v. otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration.

However any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing.

Other than as set forth in this paragraph (A), during the Class "B" share period the Declarant shall not amend this Declaration without the affirmative vote of 2/3's of the non-affiliated Owners. Following the end of the Class "B" share period, this Declaration may be amended as provided in paragraph (B) below.

(B) By Owners. Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by an affirmative vote or written consent, or combination thereof, of Owners of two thirds (2/3) of the total Class "A" votes of the Association, and the consent of the Declarant, so long as the Declarant owns any portion of the Property or has the right to annex the Property pursuant to Section 8.6. Provided, however, that Sections 3.9, 4.2, 5.2, 5.9, 5.10, 5.12, 5.17, 5.18, 5.19, and 6.1 cannot be amended at any time without the affirmative vote of two-thirds of the non-affiliated owners (including the Exempt Owners).

(C) Validity, Applicability and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation unless a later Effective Date is specified therein, provided the recorded amendment shall contain or have attached a certificate signed by a majority of the Board that the amendment has been duly adopted

pursuant to this Declaration. Any procedural challenge to an Amendment must be made within six (6) months of its recordation or such Amendment shall be conclusively presumed to be validly adopted and any right to challenge the procedure for Amendment shall be deemed waived. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

All property and each Lot shall be subject to a duly approved amendment, whether or not the Owner or Mortgagee of that property or Lot voted on or voted for the amendment.

If an Owner consents to any Amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third-party will affect the validity of such Amendment.

No Amendment may revoke, remove, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege as long as the Declarant owns any portion of the Property or has the right to annex Property pursuant to Section 8.6.

7.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, by judgment or court order shall in no way affect the remaining provisions of this Declaration.

7.4 Perpetuities. If any of the Covenants, Conditions, Restrictions, or other provisions of this Declaration shall be ruled unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue for only twenty-one (21) years after the

death of the last survivor of the descendants of Elizabeth II, Queen of England, who were alive as of January 1, 2005.

7.5 Use of the Words "Litchfield Plantation". No person shall use the words "Litchfield Plantation" or any derivative, or any other term which Declarant may select as the name of this development or any component thereof, in any promotional material without the Declarant's prior written consent. Provided, the Association shall be entitled to use the words "Litchfield Plantation" in its printed matter and name.

7.6 Compliance. Every Owner and occupant of any Lot shall comply with this Declaration, the Bylaws and rules of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association, or in a proper case, by any aggrieved Owner(s) or the Declarant.

7.7 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such anticipated transfer of title, and such other information as the Board may reasonably require. The Association may require a payment of a reasonable administration or registration fee by the transferee.

7.8 Attorney's Fees. In the event of an action instituted to enforce any of the provisions contained in the Declaration, the Articles of Incorporation, the Bylaws or Rules of the Association, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorney's fees and costs, including administrative and lien fees, of such suit. In the event the Association is the prevailing party in such action, the

amount of such attorney's fees and costs shall be a Benefited Assessment with regard to the Lot(s) involved in the action.

7.9 Re-plating of Lot. No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. However, the Declarant expressly reserves to itself, its successors and assigns, the right to re-plate any one or more of the Lots owned by the Declarant.

7.10 Time is of the Essence. It is agreed that time is of the essence with regard to any of these restrictions, covenants, limitations and conditions.

ARTICLE 8

Declarant's Rights

8.1 Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded at the RMC or Clerk of Court's Office of Georgetown County, South Carolina. Such a transfer of Declarant's rights must expressly state and provide for such a transfer, and no transfer of Declarant's rights shall be implied by virtue of acquiring title to a Lot or property, including any Bulk Sales, from the Developer through deed, foreclosure sale, or any method of conveyance.

Every member of the Association, and any other person acquiring any interest in a Lot, including any mortgagee, agrees not to protest or object to an application for a zoning change or variance which seeks to make any non-conforming use (as of January 31, 2005) legal under current or future zoning laws, provided such zoning change or variance application

concerns property located within Phases I or II of Litchfield Plantation, the Common Area described in Exhibit "B", or the Private Amenities.

The Declarant and its employees, agents and designees shall have the right and easement over and upon all of the Common Area for the purpose of making, constructing, installing, modifying, expanding, replacing and removing such improvements from the Common Area as it deems appropriate in its sole discretion.

So long as the Declarant owns any Lots or Common Area within the Property, the Declarant and its designees may maintain and carry on upon the Common Area and any Property owned by the Declarant such facilities and activities as, in the sole opinion of the Declarant, may be reasonably convenient or incidental to the construction or sale of Lots or conducting business upon the Common Area, including, but not limited to, business offices, signs, model units, sales offices, and storage of building materials. The Declarant and its designee shall have easements for access to and use of such facilities. The Declarants or any designees' rights to use the Common Area for purposes stated in this paragraph shall not be exclusive unless pursuant to a lease agreement or other agreement between the Association and the Declarant.

During the Class "B" phase period, the Declarant may designate additional property within Phase I and/or Phase II of Litchfield Plantation as Common Area.

The Declarant may conduct any business or trade on the Property, by way of illustration and not limitation, a restaurant, bar, hotel, country inn, marina, meeting facilities for weddings and other functions, which shall be Private Amenities.

8.2 So long as the Declarant owns any portion of the property or any common area or has right to annex property pursuant to Article 8.6, the Association, without the prior written approval of the Declarant, may not adopt any policy, rule or procedure that:

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(A) Limits the access of the Declarant, its successors and assigns and/or affiliates or their personnel or guests, including visitors, to the Common Areas of the Association or to any Property owned by any of them;

(B) Limits or prevents the Declarant, its successor, assigns and/or affiliates or their personnel from advertising, marketing or using the Common Area or any Property owned by them;

(C) Limits or prevents purchasers of residential housing owned by the Declarant, its affiliates, successors or assigns from becoming Members of the Association or enjoying the full use of the Common Areas, subject to the Membership provisions of this Declaration and the Bylaws;

(D) Unfairly discriminates against or singles out any group of Association Members or prospective members or the Declarant [this provision shall expressly prohibit the establishment of a fee structure, i.e., assessments, special assessments or other mandatory fees or charges that discriminates or singles out any group of Association Members or the Declarant, but shall not prohibit the establishment of benefited assessments];

(E) Impacts the ability of the Declarant, its successors, assigns and/or affiliates to carryout to completion its development plan and related construction activities for Litchfield Plantation; or

(F) Impacts the ability of the Declarant, its successor, assigns and/or affiliates to develop and conduct its business upon the Property in a customary and reasonable manner.

8.3 The Association shall not exercise its authority over the Common Areas (including, but not limited to, any gated entrances or other means of access to the Property or the Common Area), to interfere with the rights of the Declarant set forth in this Declaration, or to impede any access to any portion of the Property.

8.4 During the Class "B" share period no Person shall record any Declaration of Covenants, Conditions and Restriction or Declaration of Condominium or similar instrument affecting any portion or all of the property without the Declarant's review and written consent. Any attempt at recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant or by a Court of competent jurisdiction.

8.5 This Article shall not be amended without the prior written consent of the Declarant so long as the Declarant owns any portion of the Property or Common Area or has the right to annex Property pursuant to Section 8.6.

8.6 During the Class "B" share period, the Declarant may unilaterally and without the consent of the Association or Non-affiliated Owners, make all or portions of Property described as Phase II, Litchfield Plantation, as described in attached Exhibit "C", subject to the provisions of this Declaration.. Declarant may transfer or assign this right to annex Property, provided that such transfer is memorialized in a written, recorded instrument executed by the Declarant. Nothing in this Declaration shall be construed to require the Declarant or any successor or assign or annex or develop any of the Property described as Phase II in Exhibit "C" in any manner whatsoever. Such annexation shall be accomplished by filing a Supplemental Declaration describing the Property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall require the consent of the Owner of the

property to be annexed. Any such annexation shall be effective upon the recording of such Supplemental Declaration unless otherwise provided herein. Such Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the added Properties and as are not inconsistent with this Declaration.

ARTICLE 9

Waiver of Rights

Litchfield Plantation Company, Inc. and Resources Planning Corporation and their respective successors and assigns hereby waive, release and relinquish all rights of first refusal and/or options to purchase property reserved to them or either of them in the 1971 Declaration, the 1988 Modification and/or the respective Master Deeds for Litchfield Plantation Horizontal Property Regimes I and II.

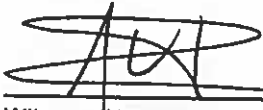
IN WITNESS WHEREOF, the Company, RPC, the Association and the Owners of Record of all other property within Litchfield Plantation, subject to the 1971 Declaration, as amended, and subject to the payment of charges created by the Declaration, have caused this Declaration to be signed and sealed and the By-Laws attached hereto as Exhibit F adopted effective as of the day and year above first written.

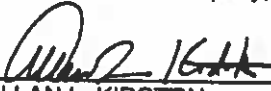
(Exhibits and Signature Pages to Follow)

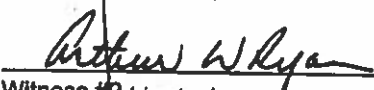
In witness whereof I/we have set my/our hand(s) and seal(s) to the foregoing Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation this 28th day of March, 2005.

Signed and sealed in the presence of:

Litchfield Plantation Company, Inc.


Witness #1 (signature)

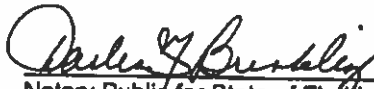
By:  (seal)
ALLAN L. KIDSTON
Its: President


Witness #2 (signature)

State of Florida

County of Palm Beach

I Darlene M. Brinkley notary public do hereby certify that Allan L. Kidston, President, of Litchfield Plantation Company, Inc., personally appeared before me this day and acknowledged the execution of the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation. Witness my hand and official seal this 28th day of March 2005.


Notary Public for State of Florida
My Commission Expires 08-15-05

(Notarial Seal)



In witness whereof I/we have set my/our hand(s) and seal(s) to the foregoing Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation this 28th day of March, 2005.

Signed and sealed in the presence of:

Litchfield Plantation Association, Inc.

[Signature]
Witness #1 (signature)

By: [Signature] (seal)
ALLAN L. KIDSTON
Its: President

[Signature]
Witness #2 (signature)

State of Florida

County of Palm Beach

I Darlene M. Brinkley notary public do hereby certify that Allan L. Kidston, President, of Litchfield Plantation Association, Inc., personally appeared before me this day and acknowledged the execution of the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation. Witness my hand and official seal this 28th day of March 2005.

[Signature]
Notary Public for State of Florida
My Commission Expires 08-15-05

(Notarial Seal)



In witness whereof I/we have set my/our hand(s) and seal(s) to the foregoing Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation this 28th day of March, 2005.

Signed and sealed in the presence of:

Resources Planning Corporation

[Signature]
Witness #1 (signature)

By: [Signature] (seal)
ALLAN L. KIDSTON
Its: President

[Signature]
Witness #2 (signature)

State of Florida

County of Palm Beach

I Darlene M. Brinkley notary public do hereby certify that Allan L. Kidston, President, of Resources Planning Corporation, personally appeared before me this day and acknowledged the execution of the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation. Witness my hand and official seal this 28th day of March 2005.

[Signature]
Notary Public for State of Florida
My Commission Expires 08-15-05

(Notarial Seal)



In witness whereof I/we have set my/our hand(s) and seal(s) to the foregoing Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation this 16 day of March, 2005.

Signed and sealed in
the presence of:

Doris N. Beal (seal)
Doris N. Beal

Ryan M. Eason
Witness #1 (signature)

Robert Bessell
Witness #2 (signature)

Property Reference:
Deed Book 1057 at Page 302
TMS# 04-0184A-008.05.00

State of South Carolina
County of Georgetown

I Lou Sanders Foster notary public do hereby certify that Doris N. Beal
(Print name of Notary Public)
personally appeared before me this day and acknowledged the execution of the
Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for
Litchfield Plantation. Witness my hand and official seal this 16 day of March,
2005.

Lou Sanders Foster
Notary Public for South Carolina

My Commission Expires the 28 day of March, 2011.



EXHIBIT "A"

To

Amendment to the Declaration of
Protective Covenants, Conditions and Restrictions

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina, contained within the Bold Phase One limit line as shown on that certain "Map of Litchfield Plantation" dated February 23, 2005, prepared by Powers and Associates Surveyors, Inc., and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book (SL) 543 at Page 1, which said plat is incorporated herein by reference.

EXHIBIT "B"

To

**Amendment to the Declaration of
Protective Covenants, Conditions and Restrictions**

Common Area

The common area referred to in Article 1, Section 1.2, shall consist of the following described property and the improvements thereon including, but not limited to, the Beach House, the Plantation House, the swimming pool, the Pool House, the main rice field, the administration building, the Gatehouse, any other improvements which may hereafter be constructed thereon, and any additional property designated in the future as common area.

Parcel A

That beachfront property located at Pawley's Island, South Carolina, more specifically described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina, and being more fully shown as Lot Five (5) of Block One (1) on "Plat of Lot 5, Block One, Henry Norris Subdivision on Pawley's Island, the property of Litchfield Plantation Incorporated dated May 15, 1973 prepared by Legare' Hamilton, C.E., and recorded in the RMC Office for Georgetown County, South Carolina, in Plat Book Y at Page 62, which Plat is, by reference, incorporated herein.

Parcel B

All that certain piece, parcel and tract of land situate, lying and being in Georgetown County, South Carolina, and more particular shown and delineated on a plat dated February 23, 2005, prepared for Litchfield Plantation Company, Inc. and Resources Planning Corporation, by Powers and Associates Surveyors, Inc. and recorded in the RMC Office for Georgetown County, South Carolina, on May 3, 2005, in Plat Book (SL) 543 at Page 2, which Plat is, by reference, incorporated herein.

NOTE: The Common Area referred to in Article I, Section 1.2, does not include the property known as the Stable Property described in the 1971 Restrictions. It is the intent of the parties hereto to exclude the Stable Property from the Common Plantation Elements and the Common Areas and to extinguish any right of use related to the Stable Property conferred by the 1971 Restrictions.

EXHIBIT "C"

To

Amendment to the Declaration of
Protective Covenants, Conditions and Restrictions

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina, shown on that certain "Map of Litchfield Plantation" dated February 23, 2005, prepared by Powers and Associates Surveyors, Inc. and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book (SL) 543 at Page 3, which said plat is incorporated herein by reference.

EXHIBIT D

ALL THOSE CERTAIN LOTS, pieces or parcels of land, situate, lying and being in Georgetown County, South Carolina known and designated as:

<u>Block</u>	<u>Lots</u>
A	1 through 6
C	6 through 10
D	3 through 10
E	1 through 4
F	1 through 6

All as shown and designated on that certain plat entitled, "Map of Litchfield Plantation Showing the Subdivision of Phase I", Georgetown County, South Carolina dated March 4, 1971 by Legare Hamilton and duly recorded in the RMC Office for Georgetown County in Plat Book W at Pages 8 and 9. Said lots having such size, shape, dimensions, buttings and boundings as referenced to the aforesaid plat or more fully and at large appear.

ALSO

ALL THAT CERTAIN LOT, piece or parcel of land, situate, lying and being in Georgetown County, South Carolina designated as "Cemetery Reserved U.U.D." containing approximately 1.383 acres as shown on that certain plat entitled, "Map of Litchfield Plantation Showing the Subdivision of Phase I", Georgetown County, South Carolina dated March 4, 1971 by Legare Hamilton and duly recorded in the RMC Office for Georgetown County in Plat Book W at Pages 8 and 9. Said lot having such size, shape, dimensions, buttings and boundings as referenced to the aforesaid plat or more fully and at large appear.

ALSO

ALL THOSE CERTAIN LOTS, pieces or parcels of land, situate, lying and being in Georgetown County, South Carolina known and designated as Lots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q as shown and designated on that certain plat entitled, "Plat of a Division of Lots 1 through 7, Block B, and Lots 1 through 5, Block C, in Litchfield Plantation, prepared for Litchfield Plantation", dated March 18, 1988 by Wendell C. Powers and duly recorded in the RMC Office for Georgetown County, South Carolina in Slide 7 at Page 2. Said lots having such size, shape, dimensions, buttings and boundings as referenced to the aforesaid plat or more fully and at large appear.

ALSO

ALL THOSE CERTAIN LOTS, pieces or parcels of land, situate, lying and being in Georgetown County, South Carolina known and designated as Lot 6 and Lot 7 as shown and designated on that certain plat entitled, "Plat of Lots 6 & 7, Block E, Litchfield Plantation, being portions of Lot 8 in a triangle area originally East of Lot 5, surveyed for Litchfield Plantation" dated September 6, 1988 by Wendell C. Powers and duly recorded in the RMC Office for Georgetown County, South Carolina in Slide 10 at Page 7A. Said lots and tracts having such size, shape, dimensions, buttings and boundings as referenced to the aforesaid plat or more fully and at large appear.

EXHIBIT E



BEAL, Doris N.	Unit 6, Simons Lane	04-184A-8.05
BUNN, Joseph R., II & Angela	Lot 4, Block E	04-180A-57.00
BURBAGE, Tommy G. & Loretta F.	Lot 1	04-180A-72
BURNS, Samuel D. & Joan B.	Lot 7, Block D	04-180A-048
BURNS, Samuel D.	Unit 5, Simons Lane	04-184A-008.04
BURNS, Samuel D.	Unit 4, Simons Lane	04-184A-008.03
BURNS, Samuel D.	Unit 7, Simons Lane	04-184A-008.06
CHAPMAN, Jeanne M.	Unit 33, Chapel Creek	04-184A-033.04
CHARNLEY, Robert J., Jr & Catherine M.	Lot 3, Block D	04-180A-043
COBLE, Jacqueline R.	Lot 10, Block C	04-180A-23
DAVIES, James A. & Carol F.	Lot 6, Block A	04-180A-006
DAVIS, Cora N., Trustee	Units 2 & 3 Simons Lane	04-184A-008.1
DAVY, Thomas L., Jr. & Jeanita S.	Unit 1, Simons Lane	04-184A-008
ELLIOTT, W. Talley, Jr. Revocable Living Trust	Unit 5, Chapel Creek	04-184A-028.01
FAIREY, William	Unit 17, Chapel Creek	04-184A-028.06



FARR, Ella Ray	Unit 25, Chapel Creek	04-184A-33
FAY, Gregory Lee, Jr.	Lot 6a, Block D	04-0180A-046 (part of)
FORRESTER, Anne C.	Unit 9, Chapel Creek	04-184A-028.03
G & K INVESTMENTS, LLC	Lot A	04-180A-64
GAMBLE, William C.	Unit 11, Chapel Creek	04-184A-028.04
GOLDMAN, Melissa	Lot 5, Block D	04-180A-045
GREGG, Donald & Elizabeth L.	Lot 3, Block E	04-180A-056
HERBERT, James H. & Elizabeth T.	Lot 4, Block A & portion Lot 3, Block A	04-180A-004
JAYROE, William E., Jr. & JOHNSTON, Joseph E.	Lot 6, Block D	04-180A-46.00
JOHNSON, Andrew S. & LANE, David M.	Lot 1, Block F	04-180A-33
JONES, Robert L., Trustee	Lot 1, Block E	04-180A-054
KAJESIS, LLC	Unit 43, Chapel Creek	04-184A-033.09
KIDSTON, Bona Fiske	Unit 8, Simons Lane	04-184A-008.07
KIDSTON, Bona Fiske	Unit 9, Simons Lane	04-184A-008.08

KIRBY, Carol Eller

Unit 27, Chapel Creek

04-184A-33.01

KIRVEN, Elizabeth S.

Lot 6, Block E

04-180A-58.00

KLEMM, Robert D. & Virginia

Lot 6, Block C

04-180A-019

MABRY, Roberta N.

Unit 15, Chapel Creek

04-184A-028.05

MARSHALL, Elizabeth W.

Lot 2, Block F

04-180A-034

MARSHEN II, LLC

Lot F

04-180A-069

McCORMICK, Timothy J & Linda D.

Unit 45, Chapel Creek

04-184A-033.10

McMANNUS, Gregory Dean, Trustee

Lot 9, Block D

04-180A-050.00

MEEHAN, Edward J. & Linda J.

Lot 2, Block E

04-180A-055

MOORE, Winifred C.

Unit 29, Chapel Creek

04-184A-33.02

MUNSON, Frank M, Sr. & Betty S.

Unit 3, Chapel Creek

04-180-A-028

PARROT, Burke & Dawn

Lot 10, Block D

04-180A-49

PARSONS, Louise P.

Chapel Creek, Unit 19

04-184A-28.07

PARSONS, Louise P.

Chapel Creek, Unit 21

04-184A-28.08

PARSONS, Louise P.

Chapel Creek, Unit 23

04-184A-28.09

PARSONS, Louise P.

Chapel Creek, Unit 35

04-184A-33.05

PARSONS, Louise P.

Chapel Creek, Unit 37

04-184A-33.06

EXEMPT PROPERTY OWNERS 4-28-05.doc



PARSONS, Louise P.	Chapel Creek, Unit 39	04-184A-33.07
PARSONS, Louise P.	Chapel Creek, Unit 41	04-184A-33.08
PARSONS, Louise P.	Lot 6, Block F	04-180A-38.00
PARSONS, Louise P.	Lot 13, Block F	04-180A-40.01
PARSONS, Louise P.	Lot 8, Block D	04-180A-51.00
PARSONS, Louise P.	Lot G	04-180A-70.00
PARSONS, Louise P.	Lot H	04-180A-71.00
PHILLIPS, Martin T. & Anne C.	Lot E	04-180A-068
SAPP, David A.	Lot D	04-180A-067
SMITH, Jane Martin	Unit 7, Chapel Creek	04-184A-28.02
TAYLOR, Walter G., Jr. & Susan P.	Unit 31, Chapel Creek	04-184A-033.03
WHITMIRE, John Henry	Lot 4, Block F	04-180A-36.00

5,05 ac + 1/2 ac
Litchfield PL

**SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LITCHFIELD PLANTATION**

This Supplemental Declaration to the Declaration of Protective Covenants, Conditions and Restrictions is made this 17th day of December, 2009, by Litchfield Plantation Company, Inc., ("Company"), and joined in by Litchfield Plantation Association, Inc., a corporation not for profit ("Association"), and Resources Planning Corporation ("RPC").

WITNESSETH:

WHEREAS, the Company as Owner of real property filed a Declaration of Restrictive Covenants dated January 26, 1971, and recorded in Georgetown County Deeds Book 98, Page 36 (the "1971 Declaration"); and

WHEREAS, the 1971 Declaration was amended by the Amendment to Declaration of Restrictive Covenants dated December 30, 1988, and recorded in Georgetown County in Deed Book 317, Page 222 ("the 1988 Modification"); and

WHEREAS, the 1971 Declaration provides that the Declaration, as amended by the 1988 Modification, may be changed, modified or extinguished in whole or in part as to all or part of the property through a written agreement duly executed and acknowledged by the Company, its successors or assigns, and by the then Owners of record of more than one-half (1/2) in area of the premises which are subject to the 1971 Declaration and subject to the payment of charges created by the 1971 Declaration; and

WHEREAS, the Company, RPC and the Owners of record of more than one-half (1/2) in area of the premises which are subject to the 1971 Declaration as amended and subject to the payment of charges created by the 1971 Declaration as amended have executed and acknowledged this Amendment to the 1971 Declaration as amended; and

WHEREAS, this Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation amends the 1971 Declaration as amended by the 1988 Modification, but shall not modify the Master Deeds for Horizontal Property Regimes I or II, recorded in Georgetown County in Deed Book 98, Page 220 and in Deed Book 98, Page 166.

WHEREAS, the purpose of the Declaration of Protective Covenants, Conditions and Restrictions For Litchfield Plantation and Waiver of Right of First Refusal executed by Litchfield Plantation Company, Inc. and joined in by Litchfield Plantation Association, Inc., and Resources Planning Corporation, dated March 28, 2005, and filed of record May 3, 2005, in the

Office of the Register of Deeds in the County of Georgetown in Deed Book 1642 at Page 1, et seq., any and all amendments thereto included ("Restated Declaration") was to incorporate into one document all covenants, conditions and restrictions applicable to Litchfield Plantation.

WHEREAS, Litchfield Plantation Company, Inc. is the Declarant under the Restated Declaration, and Declarant desires to subject the real property described on Exhibit "A" attached hereto and expressly incorporated herein by reference (the "Additional Property") to the terms of the Restated Declaration pursuant to the provision of Article 8.6 of the Restated Declaration.

Now therefore, the Declarant hereby amends the Declaration by and through this Supplemental Declaration to add and subject all those certain pieces, parcels and lots of land, and easements, as are more specifically set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), to the provisions of the Restated Declaration, and the Additional Property, with the consent of the Declarant as the owner of the Additional Property, shall be subject to the Restated Declaration.


The Declarant initially designates seven (7) Lots as the maximum number of Lots which can be built upon the Property as a Bulk Sale Parcel at the time of the sale in accordance with Section 5.9 of the Restated Declaration.

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SIGNATURE PAGES TO FOLLOW

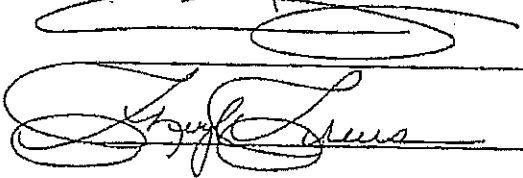
Witness the Hand and Seal of the Declarant, Litchfield Plantation Company,
Inc., this 17th day of December, 2009.

Litchfield Plantation Company, Inc.:

By:  (L.S.)
E. Scott Trotter, its President

Attest:  (L.S.)
Jeffery W. Van Treese, its Secretary

Signed, sealed and delivered in the presence of:



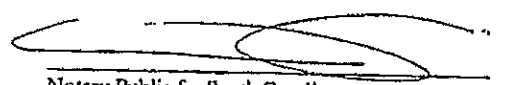
State of South Carolina)

County of Georgetown)

Acknowledgment

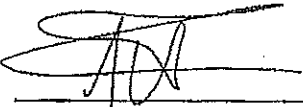
I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do
certify Litchfield Plantation Company, Inc., by and through E. Scott Trotter, its President, and
Jeffery W. Van Treese, its Secretary, this day appeared before me personally and did
acknowledge they and it did sign, seal, attest and deliver the foregoing document of their and its
own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.

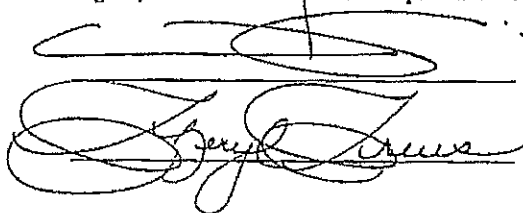

Notary Public for South Carolina
My Commission Expires: 2-7-15
(Seal)

Witness the Hand and Seal of Litchfield Plantation Association, Incorporated,
this 17th day of December, 2009.

Litchfield Plantation Association, Incorporated:

By:  (L.S.)
Jeffery W. Van Treese, its Duly Authorized Member

Signed, sealed and delivered in the presence of:



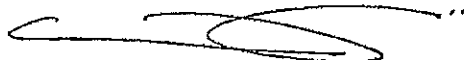
State of South Carolina)

County of Georgetown)

Acknowledgment

I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Litchfield Plantation Association, Incorporated, by and through Jeffery W. Van Treese, its duly authorized Member of the Board of Governors, this day appeared before me personally and did acknowledge he and it did sign, seal and deliver the foregoing document of his and its own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.



Notary Public for South Carolina

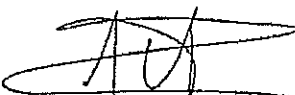
My Commission Expires:

(Seal)

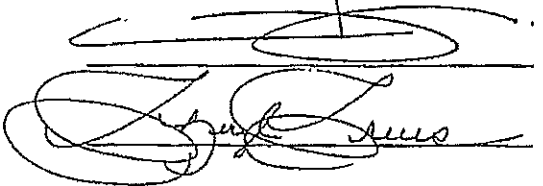
2.7.15

Witness the consent and the Hand and Seal of Resources Planning Corporation,
this 17th day of December, 2009.

Resources Planning Corporation:

By:  (L.S.)
Jeffery W. Van Treese, its Vice-President

Signed, sealed and delivered in the presence of:



State of South Carolina)

County of Georgetown)

Acknowledgment

I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Resources Planning Corporation, by and through Jeffery W. Van Treese, its Vice-President, this day appeared before me personally and did acknowledge he and it did sign, seal and deliver the foregoing document of his and its own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.

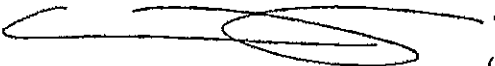
 (L.S.)
Notary Public for South Carolina
My Commission Expires: 2.7.15
(Seal)

Exhibit "A":

All that certain piece, parcel or lot of land lying, being and situate in Tax District Number Four, County of Georgetown, State of South Carolina, shown as "5.05 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive.

The property described above is sometimes hereinafter referred to as "the Property", which butts and bounds as follows:

- a. To the North by property shown as "74 AC. +/-, RICEFIELDS, BLOCK A" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive and 3; and
- b. To the East by property shown as "3.36 AC.", and by property shown as "7.35 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive; and
- c. To the West and South by property shown as "Landing Road" and "C, 1.64 ACRES +/- (ROAD)" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive (Parcel C also being shown as "C 1.64 +/- ACRES" on a plat entitled "PLAT OF THE LITCHFIELD PLANTATION MARINA, THE PARKING ARE THEREFOR, AND THE ACCESS ROAD THRETO, SURVEYED FOR RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated June 1, 2002, revised July 17, 2002, and filed of record August 7, 2002, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 435 at Page 10), and by property shown as "B, 0.11 ACRES (PARKING)" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of

record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive (this property also being shown as "B 0.11 ACRE" on a plat entitled "PLAT OF THE LITCHFIELD PLANTATION MARINA, THE PARKING ARE THEREFOR, AND THE ACCESS ROAD THRETO, SURVEYED FOR RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated June 1, 2002, revised July 17, 2002, and filed of record August 7, 2002, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 435 at Page 10.

TMS No.: Portion of 4-413-1

The property described above is hereinafter referred to as the "Property".

The property described above being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

TMS No.: 4-180A-52

ALSO:

ACCESS EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way fifty feet (50') in width over and across the roadways as they now exist or may hereafter exist leading to and from the Property, and River Road, and between the Property and River Road for the purpose of providing all forms of access from River Road to the Property ("Access Easement"). This Access Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Access Easement shall include but not be limited to an easement of ingress, regress, and regress over all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading

Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Access Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

ALSO:

UTILITY EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way fifty feet (50') in width over and across the roadways as they now exist or may hereafter exist leading to and from the Property, and River Road, and between the Property and River Road for the purpose of providing the underground conveyance of electricity, telephonic messages, gas, sewerage, effluent, water or other public and private conveniences or utilities providing all forms of utility access from River Road to the Property ("Utility Easement"). This Utility Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Utility Easement shall include but not be limited to an easement allowing construction on, upon, over and under all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Utility Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book

85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

ALSO:

DRAINAGE EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way, thirty (30') feet in width, fifteen (15') feet in width as measured from the center line of the location of any and all current and future equipment used for the underground conveyance of drainage and storm water drainage, over and across the roadways as they now exist or may hereafter exist leading to and from the Property and River Road, and between the Property and River Road, as well as a nonexclusive and perpetual appurtenant and transferable easement or right of way for the surface conveyance of drainage and storm water drainage, over and across adjoining property for the purpose of providing the underground and above ground conveyance of drainage and storm water drainage from the Property to lakes, detention basins, marshes and wetlands located on or around Litchfield Plantation ("Drainage Easement"). This Drainage Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Drainage Easement shall include but not be limited to an easement allowing construction on, upon, over and under adjoining property and all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Drainage Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of

Instrument	Book	Page
200900038479	1394	164

Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

Instrument Book Page
200900038479 1394 165

91637 Motion
200900038479
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE
12-18-2009 At 04:37 pm.
ATTENDMENT 16.00
STATE TAX .00
COUNTY TAX .00
Book 1394 Page 155 - 165
Wanda G. Prevatte

ASSIGNMENT OF DECLARANT RIGHTS

This ASSIGNMENT OF DECLARANT RIGHTS (this "Agreement") is made this 17th day of December, 2009, by and between Litchfield Plantation Company, Inc., a South Carolina corporation (the "Declarant"), and C. Clarke McNair and E. Chandler McNair, individuals and residents of the State of South Carolina (the "Owners").

RECITALS

WHEREAS, Owners are the owners of real property more particularly described shown as "5.05 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive, and other easements and property rights as are more particularly described in Exhibit "A" attached hereto and expressly incorporated herein by reference ("Property") and

WHEREAS, Declarant is the Developer under that certain Declaration of Restrictive Covenants dated January 26, 1971, and recorded in the Land Records in Book 98 at Page 36 on May 27, 1971, (the "1971 Covenants"), as amended by that certain Amendment to the Declaration of Restrictive Covenants recorded in the Land Records on December 30, 1988 in Deed Book 317 at Page 227 (the "1988 Amendment"), and further amended by that certain Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation and Waiver of Right of First Refusal recorded May 5, 2005 in Deed Book 1642 at Pages 1 through 134 (the "2005 Restated Restrictive Covenants") (the 1971 Covenants, the 1988 Amendments, and the 2005 Restated Restrictive Covenants are sometimes collectively referred to as the "Restrictive Covenants"); and

WHEREAS, Litchfield Plantation Association, Inc., a South Carolina non-profit corporation, is the owner's association formed pursuant to the Restrictive Covenants (the "Association") and is governed by certain Articles of Incorporation (the "Articles of Incorporation") and Bylaws ("Bylaws") dated on or about April 13, 1971, and as amended from time to time thereafter.

WHEREAS, Owners have purchased the Property and have entered into a Lease with an Option to Purchase in reliance on the terms of this document, and except as otherwise specifically stated herein, capitalized terms used herein without definition shall have the meaning given to such terms in the Restrictive Covenants.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants contained herein, the undersigned parties agree as follows:

- I. Declarant unconditionally and irrevocably grants to Owners, their heirs and assigns, any and all of the Declarant's right as a Declarant, developer, or otherwise reserved to Declarant concerning the Property under the Restrictive Covenants, the Articles of Incorporation or Bylaws of the Association as set forth below (collectively the "Declarant's Rights"), for the purpose of inducing Owners to purchase the Property:
 - a. Any and all rights reserved onto the Declarant pursuant to Article 3 of the Restrictive Covenants, as Amended, as such rights relate to the Property including, without limitation, (i) the right to construct any structure within the Property on any lot or lots even though such lot or lots may be platted and recorded as single-family residential in purpose; (ii) the right on any portion of the Property to be divided and sold as residential lots; and (iii) the right, within the Property, to construct roads, to change and alter roads, to install utilities and drainage facilities, and construct such other facilities and amenities necessary or desirable for implementing this assignment, and to connect all roads and utilities to roads and utilities serving other properties.
 - b. Any and all rights reserved onto the Declarant pursuant to Article 4 of the Restrictive Covenants, as Amended, as such rights relate to the Property including, without limitation, (i) the right to approve and certify plans, building locations, architectural standards, building materials, utilities and other aspects concerning the construction of residences, townhouses or condominiums or any structure on the Property and to build any necessary bridges therein. Provided, however, approved single-family residences shall not be less than twenty-five hundred (2,500) square feet (heated and air conditioned), excluding garage, and patio homes (condominiums or townhomes) shall have at least fifteen hundred (1,500) square feet (heated and air conditioned), and that all single-family homes shall have a minimum side, front and rear yard set-back of ten (10) feet.
 - c. Any and all rights reserved onto the Declarant pursuant to Article 6 of the Restrictive Covenants, as Amended, as such rights relate to the Property including, without limitation, Owner's easement of use of roads and common areas, easement for utilities, easements of cross drainage, easement for maintenance and enforcement, easement for lake and pond water and flood water.
 - d. Any and all rights reserved onto the Declarant pursuant to Article 8, as Amended, as such rights relate to the Property, including without limitation, the right, to erect and maintain a real estate sales office, signs, storage of building materials as they relate to the Property.

- e. Any and all other rights reserved unto the Declarant pursuant to the Article 5, Section 5.9 or otherwise, to designate the minimum and maximum number of lots and Dwelling Units which can be built upon the Property.
 - f. Any and all other rights reserved unto the Declarant pursuant to the Restrictive Covenants, the Articles of Incorporation, or the Bylaws, as Amended, or any related document necessary for Owners, Owners' successors or assigns, or purchaser at foreclosure or grantee under a deed in lieu of foreclosure, to subdivide, improve, access, offer for sale, market and sell Dwelling Units, lots, single-family residences, townhomes or condominiums or any other structures located or to be located on the Property.
- 2. Owners understand and agree the Declarant has retained other rights reserved unto the Declarant pursuant to the terms of the Restrictive Covenants which do not affect the Property.
 - 3. Owners understand and agree Declarant is the sole Class "B" association member pursuant to Article 5, Section 5.5 of the Restrictive Covenants, and further understand and agree that Owners shall be entitled to those numbers of Class "A" votes as determined by Owners under Paragraph 1(e) above.
 - 4. Additional Covenants of Declarant. The Declarant hereby further covenants and agrees with Owners as follows:
 - a. Declarant will not, without the prior written consent of Owners: (a) exercise any of the Declarant's Rights or any other right reserved to Declarant in the Restrictive Covenants or any other related documents in any manner that materially and adversely affects the operation of the Property, (b) take any action or omit any action, the result of which taking or omission would be the loss, abridgement or termination of any such Declarant's Rights, (c) amend or modify, or approve any amendment or modification, of the Restrictive Covenants, Articles of Incorporation, Bylaws, or any other related document in any way affecting the Property more particularly described in Exhibit "A" without the prior written consent of Owners, or (d) exercise any of the Declarant's Rights as the sole Class "B" member of the Association in any manner that would materially and adversely affect any of the assigned Declarant Rights as set forth herein or which would in any way materially and adversely affect the right of Owners, Owners' successors or assigns, or purchaser at foreclosure or grantee under a deed in lieu of foreclosure, to subdivide, improve, access, offer for sale, market and sell Dwelling Units, lots, single-family residences, townhomes or condominiums located or to be located on the Property.
 - b. Declarant shall fully perform all obligations, duties, agreements and conditions to be performed by the Declarant under the terms and provisions of the Restrictive Covenants and under applicable law, and that the Declarant shall provide Owners

with such evidence of such performance as Owners may reasonably request from time to time.

- c. Declarant consents to Owners taking any and all actions necessary to connect any and all utilities necessary to serve the Property and its development, and to connect access to the development of the Property by pavement to the utilities and to the pavement in rights of way adjacent to the Property.
- d. Declarant acknowledges and agrees that Owners are not responsible for any of the obligations or obligations of the Declarant under the Restrictive Covenants, the Articles of Incorporation and Bylaws of the Association, including without limitation, any obligation or liability of any kind to any owner of any condominium or lot or Dwelling Unit within Litchfield Plantation, and Declarant specifically acknowledges and agrees that in executing this Agreement, Owners make no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition, or otherwise, as to the Property, or any portion thereof, whether such be expressed or implied. This Agreement shall not operate to place upon Owners responsibility for the control, care, management, or repair of the common amenities of Litchfield Plantation or require the Owners to carry out any of the terms or conditions imposed upon the Declarant pursuant to the terms of any document or agreement, except as specifically set forth herein. The Declarant further acknowledges and agrees that neither the acceptance of this Agreement by Owners nor the execution of the Lease Agreement with Option to Purchase, or any other agreement or instrument in connection therewith, shall relieve the Declarant from any of its obligations or duties under the Restrictive Covenants, the Articles of Incorporation and Bylaws of the Association or applicable law and that Owners shall have no duty or obligations under the Restrictive Covenants, the Articles of Incorporation or Bylaws of the Association.
- e. Declarant hereby warrants to Owners that as of the date hereof (a) it has not executed any prior conveyance or assignment of any Declarant's Rights or other rights reserved to it in the Restrictive Covenants or the Articles of Incorporation or Bylaws of the Association related to the Property; (b) has not performed any acts nor executed any instruments which might prevent Owners from exercising the terms and provisions of the Lease Agreement with Option to Purchase, this Agreement, or any other document executed and delivered by Declarant to Owners or which would limit Owners in the exercise of his rights thereunder or hereunder; (c) that as of the date hereof, Declarant is the sole owner of the Declarant's Rights as they relate to the Property; and (d) that the Declarant's Rights have been validly created and reserved in accordance with all applicable requirements of South Carolina law.
- f. Owners shall have no liability or obligation whatsoever to pay any association dues or fees or regular assessments or special assessment or working capital

contributions until and unless Declarant, or its successors and assigns, fails to exercise the Option to Purchase contained within the Lease Agreement with Option to Purchase.

- g. The Declarant initially designates seven (7) Lots as the maximum number of Lots which can be built upon the Property as a Bulk Sale Parcel at the time of the sale in accordance with Section 5.9 of the Restated Declaration. Owners, as the Declarant of the Property following the recordation of this document, shall have the full and unfettered right to amend the maximum number of Dwelling Units, lots, single-family residences, townhomes or condominiums or any other structures located or to be located on the Property as a Bulk Sale Parcel. Commencing on the date the Option to Purchase contained within a Lease Agreement and Option to Purchase is either not exercised or terminates, the Declarant for the Property reserves and shall have the right to amend the maximum number of Lots which can be built on the Property as a Bulk Sale Parcel, and following the amendment, the Property shall only be subject to the number of Lots so designated by the Declarant for the Property for all assessments and working capital contributions. The obligation of the Owners, their heirs and assigns, to pay regular and/or special assessments and working capital contributions shall be determined by the number of units so designated by the Declarant of the Property.

5. Miscellaneous.

- a. This Agreement, and the covenants, conditions, warranties, and representations herein contained, shall inure to and bind the successors and assigns of the Declarant and the heirs and assigns of the Owners. Wherever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. If any obligation or portion of this Agreement is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions hereof. This Agreement is to be construed under the laws of the State of South Carolina. All covenants, conditions, provisions, warranties and other undertakings of Declarant contained in this Agreement, or in the Lease Agreement with Option to Purchase, this Agreement, or any other agreement executed and delivered by Declarant in connection therewith, heretofore, concurrently or hereafter entered into, shall be deemed cumulative to and not in derogation or substitution of any of the terms, covenants, conditions or agreements of Declarant herein contained. The failure or delay of Owners to exercise or enforce any rights, liens, powers or remedies hereunder or under any of the aforesaid agreements shall not operate as a waiver of such liens, rights, powers and remedies, but all such liens, rights, powers and remedies shall continue in full force and effect. All liens, rights, powers and remedies herein provided for are cumulative and none are exclusive. Declarant shall do any and all things necessary, or take any action requested by Owners, to carry out the intent of this Agreement. This Agreement shall bind, and the rights


hereunder shall inure to the benefit of the parties hereto, the successors and assigns of each party and any purchaser under the Option to Purchase.

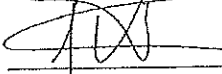
- b. Two or more duplicate originals hereof may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party hereto, and each set of counterparts which, collectively, show execution by each party hereto shall constitute one duplicate original.

In witness whereof, the undersigned have caused this instrument to be executed as of the day and year first above written.

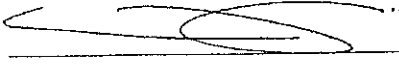
Witness the Hand and Seal of Litchfield Plantation Company, Inc., this
17th day of December, 2009.

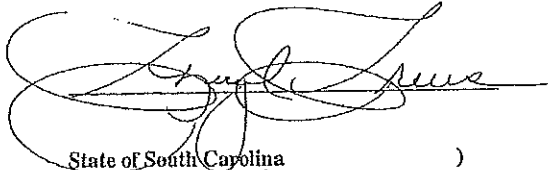
Litchfield Plantation Company, Inc.:

By:  (L.S.)
E. Scott Trotter, its President

Attest:  (L.S.)
Jeffery W. Van Treese, its Secretary

Signed, sealed and delivered in the presence of:





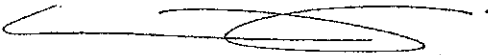
State of South Carolina

County of Georgetown

)
) Acknowledgment
)

I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Litchfield Plantation Company, Inc., by and through E. Scott Trotter, its President, and Jeffery W. Van Treese, its Secretary, this day appeared before me personally and did acknowledge they and it did sign, seal, attest and deliver the foregoing document of their and its own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.



Notary Public for South Carolina

My Commission Expires:

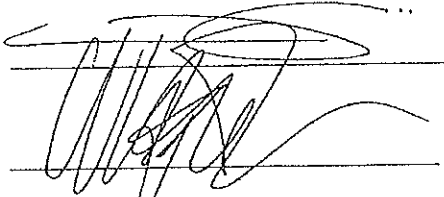
(Seal)

2. 7. 15

Witness the Hand and Seal and acceptance of the undersigned Owner this
17th day of December, 2009.

E. Chandler McNair (L.S.)
E. Chandler McNair

Signed, sealed and delivered in the presence of:



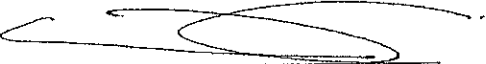
State of South Carolina)

County of Georgetown)

Acknowledgment

I, CHARLES OSEY NATION, II, a Notary Public
in the County and State aforesaid, do certify E. Chandler McNair, this day appeared before me
personally and did acknowledge he did sign, seal, and deliver the foregoing document of his own
free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.



Notary Public for South Carolina

My Commission Expires: 8.7.15
(Seal)

Witness the Hand and Seal of one of the Lessors and Optionors this 17th day
of December, 2009.

C. Clarke McNair (L.S.)
C. Clarke McNair

Signed, sealed and delivered in the presence of:

C. H. G. G.
E. E. R. W. G. G.

State of South Carolina)
County of Richland)

Acknowledgment

I, Brandon Clarke, a Notary Public
in the County and State aforesaid, do certify C. Clarke McNair, this day appeared before me
personally and did acknowledge he did sign, seal, attest and deliver the foregoing document of
his own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.

B. A. Clarke
Notary Public for South Carolina
My Commission Expires: July 5th, 2015
(Seal)

RESOURCES PLANNING CORPORATION hereby agrees and consents to the aforesaid Assignment of Declarant's Rights and hereby agrees to be bound by all of the terms, conditions and obligations set forth therein.

Witness the Hand and Seal of Resources Planning Corporation, this 17
day of December, 2009.

Resources Planning Corporation:

By: Jeffery W. Van Treese, its Vice-President (L.S.)

Signed, sealed and delivered in the presence of:

Lyndee Lewis

State of South Carolina)
) Acknowledgment
County of Georgetown)

I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Resources Planning Corporation, by and through Jeffery W. Van Treece, its Vice-President, this day appeared before me personally and did acknowledge he and it did sign, seal and deliver the foregoing document of his and its own free will and accord for the purposes therein named and expressed.

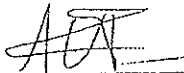
Sworn and subscribed to before me this 17 day of December, 2009.

Notary Public for South Carolina
My Commission Expires: 2.7.15
(Seal)

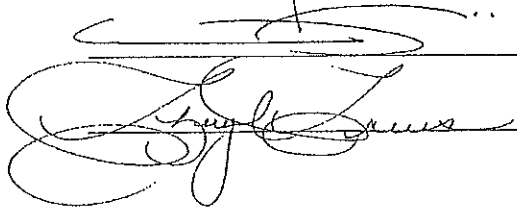
LITCHFIELD PLANTATION ASSOCIATION, INCORPORATED hereby agrees and consents to the aforesaid Assignment of Declarant's Rights and hereby agrees to be bound by all of the terms, conditions and obligations set forth therein.

Witness the Hand and Seal of Litchfield Plantation Association, Incorporated,
this 17th day of December, 2009.

Litchfield Plantation Association, Incorporated:

By:  (L.S.)
Jeffery W. Van Treese, its Duly Authorized Member

Signed, sealed and delivered in the presence of:



State of South Carolina

)

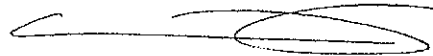
County of Georgetown

)

Acknowledgment

I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Litchfield Plantation Association, Incorporated, by and through Jeffery W. Van Treese, its duly authorized Member of the Board of Governors, this day appeared before me personally and did acknowledge he and it did sign, seal and deliver the foregoing document of his and its own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.

 (L.S.)

Notary Public for South Carolina

My Commission Expires:

2. 7. 13

(Seal)

Exhibit "A":

All that certain piece, parcel or lot of land lying, being and situate in Tax District Number Four, County of Georgetown, State of South Carolina, shown as "5.05 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive.

The property described above is sometimes hereinafter referred to as "the Property", which butts and bounds as follows:

- a. To the North by property shown as "74 AC. +/-, RICEFIELDS, BLOCK A" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive and 3; and
- b. To the East by property shown as "3.36 AC.", and by property shown as "7.35 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive; and
- c. To the West and South by property shown as "Landing Road" and "C, 1.64 ACRES +/- (ROAD)" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive (Parcel C also being shown as "C, 1.64 +/- ACRES" on a plat entitled "PLAT OF THE LITCHFIELD PLANTATION MARINA, THE PARKING ARE THEREFOR, AND THE ACCESS ROAD THERETO, SURVEYED FOR RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated June 1, 2002, revised July 17, 2002, and filed of record August 7, 2002, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 435 at Page 10), and by property shown as "B, 0.11 ACRES (PARKING)" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of

record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive (this property also being shown as "B 0.11 ACRE" on a plat entitled "PLAT OF THE LITCHFIELD PLANTATION MARINA, THE PARKING ARE THEREFOR, AND THE ACCESS ROAD THRETO, SURVEYED FOR RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated June 1, 2002, revised July 17, 2002, and filed of record August 7, 2002, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 435 at Page 10.

TMS No.: Portion of 4-413-1

The property described above is hereinafter referred to as the "Property".

The property described above being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

TMS No.: 4-180A-52

ALSO:

ACCESS EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way fifty feet (50') in width over and across the roadways as they now exist or may hereafter exist leading to and from the Property, and River Road, and between the Property and River Road for the purpose of providing all forms of access from River Road to the Property ("Access Easement"). This Access Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Access Easement shall include but not be limited to an easement of ingress, regress, and regress over all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenuc of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading

Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Access Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

ALSO:

UTILITY EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way fifty feet (50') in width over and across the roadways as they now exist or may hereafter exist leading to and from the Property, and River Road, and between the Property and River Road for the purpose of providing the underground conveyance of electricity, telephonic messages, gas, sewerage, effluent, water or other public and private conveniences or utilities providing all forms of utility access from River Road to the Property ("Utility Easement"). This Utility Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Utility Easement shall include but not be limited to an easement allowing construction on, upon, over and under all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Utility Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book

85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

ALSO:

DRAINAGE EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way, thirty (30') feet in width, fifteen (15') feet in width as measured from the center line of the location of any and all current and future equipment used for the underground conveyance of drainage and storm water drainage, over and across the roadways as they now exist or may hereafter exist leading to and from the Property and River Road, and between the Property and River Road, as well as a nonexclusive and perpetual appurtenant and transferable easement or right of way for the surface conveyance of drainage and storm water drainage, over and across adjoining property for the purpose of providing the underground and above ground conveyance of drainage and storm water drainage from the Property to lakes, detention basins, marshes and wetlands located on or around Litchfield Plantation ("Drainage Easement"). This Drainage Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Drainage Easement shall include but not be limited to an easement allowing construction on, upon, over and under adjoining property and all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Drainage Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of

Instrument	Book	Page
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Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

Instrument Book Page
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GEORGETOWN SC
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12-18-2009 At 04:37 PM
ASSIGNMENT 22.00
STATE TAX .00
COUNTY TAX .00
Book 1394 Page 219 - 333
Wanda P. Prevatte

Judy Blankenship

From: Susan Keenan <susan@pawleysabbey.org>
Sent: Wednesday, June 14, 2017 7:02 PM
To: Boyd Johnson; Wesley Bryant; Judy Blankenship; Holly Richardson; ekrauss@gcbdsn.com; lshoulette@sc.rr.com; zachariusgrate@yahoo.com; johnny@johnnyweaver.com; jfhill@sc.rr.com; roberteman@aol.com
Subject: Letter from Bishop Chuck Murphy
Attachments: Letter to Georgetown County Planning Commission June 14 2017.pdf; doc04185620170614101803.pdf

Importance: High

Dear Mr. Johnson and Members of the Georgetown County Planning Commission,

re: Case Number MAJ 12-16-17277

In preparation of your Public Hearing tomorrow, please see the attached documents from Bishop Chuck Murphy, Rector of The Abbey at Pawleys Island located in Litchfield Plantation. If possible, please acknowledge receipt of these documents before the meeting.

Respectfully submitted,

Susan Keenan

Susan Keenan
Clerk of the Vestry
843-325-7757





June 14, 2017

Boyd Johnson
Georgetown County Planning Commission
129 Screven Street
Georgetown, SC 29440

Via Email bjohnson@gtcounty.org
Original to Follow Via Hand Delivery

Re: Marina Village Phases 2 through 4

Dear Mr. Johnson:

I am writing on behalf of the Vestry of The Abbey at Pawleys Island. As I believe you are aware, our church is immediately adjacent to the above referenced planned development. I am writing to voice the concerns of the Vestry and to ask that the same be considered when making your recommendation to County Council.

Mission Pawleys, Inc., the parent entity of The Abbey at Pawleys Island, purchased property within Litchfield Plantation on September 25, 2014. Prior to purchasing this property, our church performed customary due diligence, including title work on our property as well as some of the immediately adjacent properties.

Our due diligence led to the discovery of the Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation which governs the land use in Litchfield Plantation - including the adjacent property now owned by Abbey, LLC and TRK Abbey, LLC property; the maximum density of this property had been determined to be 7 lots. I am attaching the documents which bring the subject property under the governance of the Protective Covenants and sets the maximum density at 7 lots herewith for your review.

As I am sure you are aware, planting a church requires careful planning, and it is important to know what can and can't be done on a neighboring property. Many factors must be considered when selecting a church site, and these factors would include safety of parishioners while arriving, attending and leaving church property, safety of children while on or about the church property for service, bible schools or other youth functions, traffic noise, congestion or other disturbance from adjoining properties during service or other worship times.

After consideration of the above factors, and careful review of the Litchfield Plantation Declaration of Covenants and Restrictions, our property was determined to be a wonderful location for a church plant. The setting and proposed facilities would allow for corporate prayer, but equally important the grounds would allow for quiet times of personal prayer and introspection.

As set forth hereinabove, our decision to purchase our property was not made lightly. Much thought and prayer went into this decision, including review of the public record and other due diligence. Our decision to purchase the property was based upon reliance of the public record, including the plantation wide maximum density of approximately 4 units per acre and the aforesaid low density of the Abbey, LLC and TRK Abbey, LLC properties. These issues were material to our decision to purchase this property, and we were confident our church campus would be a safe and enjoyable facility which would foster the spiritual growth of our congregation and community.

The Abbey at Pawleys Island has spent over Four Million Dollars to purchase our property, renovate the existing structures and build our current sanctuary. Our site plan, including the layout and design of the sanctuary itself, was based upon the guaranteed low density of the neighboring property. This expectation was justified and reasonable under the circumstance as documents setting forth the allowable property use were recorded with the Register of Deeds and part of the public record.

We have received the agenda for tomorrow night's meeting and reviewed the submissions of Mr. Harris. The requested approval far exceeds both the allowable density of 7 lots for the entire property and the allowable density of 4 lots per acre. This development exceeds the permissible use of the property within Litchfield Plantation and should therefore be denied. Allowing this development would be extremely detrimental to our church campus, would diminish the use of our property in furtherance of our mission, and would impose an extreme burden upon the quiet enjoyment of our property.

Our congregation includes individuals from all walks of life and includes realtors, lawyers and land developers. We are all aware of the property rights held by an owner of real property, and in no way are we trying to limit our neighbor's ability to use his property. That said, however, Abbey, LLC and TRK Abbey, LLC purchased a property encumbered by certain restrictions. The proposed development of the property is in conflict with the stated restrictions and far expands their right to use and develop this property.

Based upon the foregoing, we would request the Planning Commission deny Mr. Harris' request for approval. We appreciate your attention to this matter and further appreciate your thoughtful consideration of our concern.

With kind regards, I am

Sincerely,



Rt. Rev. Charles H. Murphy, III
The Abbey at Pawleys Island

Enc.

CC: See Attached
Wesley Bryant, Esquire (Via Email Only wbryant@gtcounty.org)
Judy Blankenship (Via Email Only jblankenship@gtcounty.org)
Holly Richardson (Via Email Only hrichardson@gtcounty.org)
Elizabeth Krauss (Via Email Only ekrauss@gcbdsn.com)
Lee Shoulette – (Via Email Only lshoulette@sc.rr.com)
Zacharius Grate – (Via Email Only zachariusgrate@yahoo.com)
Johnny Weaver – (Via Email Only johnny@johnnyweaver.com)
James Freddie Hill – (Via Email Only jfhill@sc.rr.com)
Robert Davis – (Via Email Only roberteman@aol.com)
Norma Grant – (Via Hand Delivery)

Judy Blankenship

From: Karla Adkins <gradyandkarla@gmail.com>
Sent: Wednesday, June 14, 2017 9:55 PM
To: Judy Blankenship
Subject: Case Number MAJ-12-16-17277 (Litchfield Plantation)

To whom it may concern:

I am not able to make it to the planning commission meeting on Thursday night, but wished to voice my opposition to the planned condominium in Litchfield Plantation. I have lived in this area for the past twenty years, and the whole time I have been here Litchfield Plantation has been recognized as a beautiful locale that has resisted the temptation of overdevelopment. Now that I am married with a child, I look forward to hopefully moving to Litchfield Plantation. You can imagine our excitement when we contemplated buying a lot in Litchfield. Raising a child there is a parents dream come true. However, we have heard about the possibility of townhouses/condominiums being built near The Abbey. This would definitely negatively impact the neighborhood and take away from its charm. Living in Mingo, we have seen first-hand the negative effects that building condominiums can have on a neighborhood. Please do not let this happen to Litchfield Plantation. Thank you for your consideration.

Karla Adkins
38 Catawba Court
Pawleys Island, SC 29585

June 18, 2017

Dear Georgetown County Council members,

This letter pertains to the Litchfield Plantation proposed high density planning application by Abbey LLC. My name is Richard Graber. My wife and I relocated to Pawley's Island November 2015. We built a home and moved to Litchfield Plantation. We love it here. We have been coming to the area for twenty years and stumbled upon Litchfield Plantation during one of those visits. Of course we knew this was where we would live one day after we witnessed a sunset over the Waccamaw River while millions of frogs and thousands of birds burst into song – the golden hour. The place is gorgeous and tranquil and as some of you probably know, saddled with decades' old litigation and issues. We wondered how a place so beautiful could be so burdened. I guess everyone wants their slice of paradise and are willing to fight for it. These developers, Abbey LLC, want their slice of paradise but want to rip away a chunk from everyone else in the process. When we built our home I certainly hope we added value to the community. I expect that anyone building here would have that same courtesy. We live in a community and there must be fair rules and fair players.

The best explanation I've heard of the difference between an environmentalist and a developer is; the environmentalist is the fellow who already built his home on the pristine mountaintop and the developer is the fellow who wants to build next door. I assure you, that is not the case here at all. I am wholeheartedly for development at Litchfield and want the community fully built out responsibly and with due consideration for all parties. That is not how this developer is acting. This developer has stooped so low as to have co-opted the name of the church next door for their own commercial use. That is completely disrespectful and uncouth; as low as it gets. That shows the type of people we're dealing with. If I had the photographic ability and the technological proficiency I would send you a full on-line display of what's here and what the Abbey LLC people intend to do. There would be no question of the horror. Please visit before your meeting and see what they have already built and extrapolate 6 or 7 times the density, not even including their "not included" phase 3 proposals that will request even more. The proposal before you is an abomination, plain and simple.

I beseech you to please take a quick trip here and drive through the community and check out what the developers are asking you to sign off on. Their maps and plots do not accurately depict how close their building are to the church or the marsh wetlands or how out of character they are. It won't take ten minutes and you will understand the aesthetic and logistic issues. The legal situation concerning declarant rights and who gave who "rights" to do "whatever" is beyond my pay-grade; I'll leave that to the lawyers and the courts. What isn't beyond my pay-grade is common sense and the faith in a system where intelligent and fair-minded representatives won't allow a community to be run over by greedy developers hellbent on wringing every last dollar out of a development project to the detriment of every other occupant in the community. This is so bad that parties who have never seen eye to eye about anything have all come together to oppose this plan. At least something positive has come out of this.

Thank you for your consideration. Thank you for your service to the community. All the best, Richard and Chrysa Graber 62 Cabaniss Ln, Pawleys Island, SC 29585 cell; 201 213 8700

