

**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

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**February 27, 2018**

**5:30 PM**

**County Council Chambers**

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**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 - February 13, 2018**
- 6. CONSENT AGENDA**
  - 6.a Procurement #17-108 REBID, RFQ for Consolidated Solid Waste Engineering and Monitoring Services**
  - 6.b Procurement #18-012, Portable Toilet Rental, Term Contract**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
  - 8.a Midway Fire-Rescue Board**
- 9. RESOLUTIONS / PROCLAMATIONS**
  - 9.a Proclamation No. 2018-03 - To Declare March 2018 as Bleeding Disorders Awareness Month in Georgetown County**
  - 9.b Resolution No. 2018-04 - In Support of H. 3896 and S. 833 allowing counties to enforce that a property owner must prevent the property from constituting a public nuisance**
- 10. THIRD READING OF ORDINANCES**
  - 10.a Ordinance No. 2018-03 - To amend the Marlin Quay Planned**

**Development to allow for redevelopment of the Marlin Quay  
Marina Store/Restaurant**

**11. SECOND READING OF ORDINANCES**

- 11.a Ordinance No. 2018-04 - An amendment to the conceptual plan for the Debordieu Colony Planned Development to make the PD setback requirements for Community 1 match the indenture deed requirements enforced by the Debordieu POA/ARB.**

**12. FIRST READING OF ORDINANCES**

**13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

**14. BIDS**

**15. REPORTS TO COUNCIL**

- 15.a Community Relations Council - Community Achievement Award**
- 15.b Site Plan Review - Marina Village, Phase 2 (a 16 unit multifamily development located on the corner of Landing Road and Gathering Lane in Litchfield Plantation)**

**16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

- 16.a Ordinance No. 2017-19 - An amendment to the Georgetown County Zoning map to rezone approximately 948 acres located along Pennyroyal Road and the Sampit River from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI). - Deferred pending further report from the Land Use Committee**
- 16.b Ordinance No. 2017-23 – To Amend the Pawleys Plantation Planned Development to change the land use designation for two parcels along Green Wing Teal Lane from Open Space to Single Family in order to allow an additional two single family lots to the PD. - Deferred pending internal review by County Attorney.**

**17. LEGAL BRIEFING / EXECUTIVE SESSION**

- 17.a Economic Development Matter**
- 17.b Legal Issue**
- 17.c Legal Matter**

**18. OPEN SESSION**

**19. ADJOURNMENT**



Item Number: 5.a  
Meeting Date: 2/27/2018  
Item Type: APPROVAL OF MINUTES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Regular Council Session - February 13, 2018

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

n/a

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Recommendation for approval of minutes as submitted.

**ATTACHMENTS:**

Description	Type
▣ DRAFT Minutes - 2/13/18	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, February 13, 2018, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

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

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

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

Chairman Johnny Morant called the meeting to order. An invocation was given by Councilmember Ron Charlton, and all joined in the pledge of allegiance.

#### **APPROVAL OF AGENDA:**

Councilmember Ron Charlton moved for approval of the meeting agenda. Councilmember Austin Beard seconded the motion. There was no discussion following the motion.

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

#### **PUBLIC COMMENTS:**

*Prior to public comments, Councilmember Steve Goggans asked if he should be recused from this portion of the meeting. The County Attorney advised Mr. Goggans that his recusal from this portion of the meeting was not necessary.*

##### George Redman

Mr. Redman, an attorney representing the Gulf Stream Café, spoke in opposition to the proposed amendment to the Marlin Quay PUD (Ordinance No. 2018-03), stating that the property owner should be allowed to rebuild, but at the size of the previous building. Prior to being demolished, the original building had 72 chairs. Proposed occupancy of the new building, according to the applicant's plans, is 359 people. The overall square footage is has almost doubled to 8900 sq. feet, and the former building of 1 ½ stories has increased to four (4) stories, all with no additional parking. In addition to these issues, the proposed building crosses over the property line by 10 ft. He requested that the matter be remanded back to the Planning Commission.

##### Jef Kirk

Mr. Kirk identified himself as an operating partner with the Gulf Stream Café. He addressed County Council in opposition of the requested amendment to the Marlin Quay PD (Ordinance No. 2018-03) stating that the proposed plan increases density and makes an already challenging parking situation dangerous for all in the area. The current parking situation is

almost impossible, and has caused private property owners in the area to install posts and “no parking” signs on their property. Approval of an additional 42 seats in the marina bar should require the expansion of parking to accommodate this, which is simply a good planning practice.

Linda Barnaba

Ms. Barnaba stated that she is the current Director of Operations with CentraArch for 30 years (currently operating the Gulf Stream Cafe). Ms. Barnaba voiced opposition to the proposed amendment to the Marina Quay PD (Ordinance No. 2018-03). She said during peak season the restaurant can serve from 3000 to 4000 guests in one evening. She stated that the proposed plan for Marlin Quay allows for occupancy of 624 (total including marina bar/grill and open air bar) with no plans to increase the 60 existing parking spaces. She stated that people currently park on the sides of the dead-end street, on sidewalks, in front of beach houses, on private property, and blocking public beach accesses. She asked if emergency services has a plan to address the public safety issues this will create.

Dan Stacy

Mr. Stacy, an attorney representing Palmetto Industrial Properties, stated that he has been representing planning projects in Georgetown County for over 20 years. Mr. Stacy said he has never had a project receive approval on so many levels, yet the debate is ongoing. Mr. Stacy said that his client was the fee simple owner of the parking lot, and while they were not denying the Gulf Stream Café’s easement to the parking area, their rights do not trump that of the property owner. He said that the parking situation has not created higher traffic incidents in the area. He noted that if County Council had more specific questions, the building designer, Patrick Williams, who was in attendance and could address those. Mr. Stacy said there was a huge campaign to manufacture opposition to this project.

Chris Sanders

Ms. Sanders stated that she had owned a condo at the Marlin Quay Marina for 25 years. Her family vacationed there over the years, and now she lives there full time. Ms. Sanders spoke in opposition to the proposed changes to the Marina store and bar/grill (Ordinance No. 2018-03). Ms. Sanders stated that owners of at least sixteen (16) Marlin Quay units were opposed, and she felt as though there might be confusion on the part of some homeowners who think the new building will be the same size as the previous facility. She said it was difficult to “fill the room” with those in opposition to this matter when most do not live here fulltime. Ms. Sanders said she was disappointed that this had become a political issue rather than a practical issue regarding density that reflects the best interest of the Marlin Quay homeowners/taxpayers that are also part of the Planned Development.

Debbie Lutz

Ms. Lutz stated that she has been a condo owner at Marlin Quay since 2016, and had driven in from Atlanta to attend this meeting, as she, like many other homeowners do not live in the area fulltime. She voiced concerns regarding the proposed Marlin Quay Marina store and bar/grill structure (Ordinance No. 2018-03) as compared to the previous structure. She said the proposed 9000 square ft. structure, with a height of four stories, and a 60 ft. high open air bar (operating until 2 AM) will be disruptive to the surrounding residents and a poor fit for this residential neighborhood. Ms. Lutz said she would like to go “on record” as not being opposed to the Marlin Quay Marina store and bar/grill being rebuilt, which is a good addition to the neighborhood, however not at the increased size currently being proposed.

J.R. Lawhon

Mr. Lawhon spoke in support of the amendment to the Marlin Quay PUD (Ordinance No. 2018-03) stating that his son, the property owner was putting people to work. His son has spent money “doing what he should have done”, and the talk about parking has been going on for 50 – 100 years. Mr. Lawhon asked if the Gulf Stream Café or a condo burned down would we say it shouldn’t be rebuilt because there is nowhere to park. He said this situation is simply about nothing more than greed and jealousy. He asked County Council to “do the right thing” in approving this project.

Mark Lawhon

Mr. Lawhon stated that he is the property owner associated with requested amendment for the Marlin Quay Marina PD (Ordinance No. 2018-03). He said he had been to the Zoning Board of Appeals twice and the Planning Commission on this matter and met with approval. He stated that he has followed all of the rules, and only done what planning staff advised was permissible. Mr. Lawhon said that the current plan includes 300 sq. feet less heated square foot than before. He said he was sympathetic to these condo owners, however, no one has ever complained before about noise, and there are no “view” laws in South Carolina. He stated that current plans also include three (3) more parking spaces than were previously there.

Christie Lawhon

Ms. Lawhon spoke in favor of the Marlin Quay PUD amendment (Ordinance No. 2018-03). She said in previous years they had always gotten along with the Gulf Stream Café Restaurant and worked together on various issues. She said that dealing with this matter has cost her family much money. Building plans had been redrawn to work through, however it is impossible to satisfy everyone. Ms. Lawhon stated that they were a small family business operation; however these issues were also affecting people who make a living working out of the marina, such as the shrimp boats. She questioned why the Gulf Stream Café had been allowed to add on to their building over the years if parking was such an issue. Ms. Lawhon said she simply wanted to move beyond this so that her son could resume business and make a living.

**MINUTES:**

Regular Council Session – January 23, 2018

Councilmember Ron Charlton made a motion to approve the January 23, 2018 meeting minutes. Councilmember Lillie Jean Johnson seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

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

**CONSENT AGENDA:**

The following reports included on the Consent Agenda, were approved previously during the agenda approval process:

Private Ambulance Service Franchise Application & Mutual Aid Agreement Renewal – County Council approved the renewal of four Private Ambulance Franchise Applications and associated Mutual Aid Agreements: Adams Life Link, Advance Medical, Mobi Care, MedTrust Medical Transport.

Procurement #17-106, Rocky Point Boat Landing Improvements – County Council awarded a Construction Contract to Associates Roofing and Construction of Murrells Inlet at a lump sum cost of \$146,995.00.

Contract #13-005, Renewal of E911 Communications Maintenance Agreement – County Council approved renewal of the E911 Communications Maintenance Agreement with Frontier Communications for the period of 03/31/2018 through 03/31/2019 at a cost of \$51,147.69.

Contract #17-076, Task Order 01: Project Engineer & Construction Management for Brick Chimney Road Corridor – County Council approved Task Order 01, under Contract #17-076 and Purchase Order #2018-00000445, to Davis & Floyd, Inc. for project engineer design and advanced project planning report as proposed in the amount of \$809,573.38.

### **PUBLIC HEARINGS:**

#### Ordinance No. 2018-01

County Council held a public hearing on Ordinance No. 2018-01 to amend the Future Land Use map to redesignate 13 parcels along Nelson Drive and Gregory Lane in Murrells Inlet from Medium Density Residential to Public/Semi-public. There were no public comments pertaining to Ordinance No. 2018-01, and Chairman Johnny Morant ordered the public hearing closed.

### **APPOINTMENTS TO BOARDS AND COMMISSIONS:**

#### Forestry Board

Councilmember Austin Beard moved to nominate Mr. Henry McFadden III for appointment to the Forestry Board. Councilmember Steve Goggans seconded the motion. Upon a call for discussion on the motion from Chairman Morant, there was none.

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

### **RESOLUTIONS / PROCLAMATIONS:**

#### Resolution No. 2018-01

A motion was made by Councilmember John Thomas for the adoption of Resolution No. 2018-01 in support of the South Carolina Forestry Commission and various other agencies as they strive to provide educational and technical assistance to landowners through appropriate and continued use of prescribed fire in South Carolina. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion following the motion.

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

#### Resolution No. 2018-02

Councilmember John Thomas moved for the adoption of Resolution No. 2018-02 certifying to the Georgetown County Board of Voter Registration and Elections a Petition requesting the creation of a Special Tax District within Garden City, and providing for an Election to be held regarding the same. Councilmember Steve Goggans offered a second on the motion. Chairman Morant called for discussion, and there was none.

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

**ORDINANCES-Third Reading**

Ordinance No. 2018-01

Councilmember John Thomas moved for third reading approval of Ordinance No. 2018-01 to amend the Future Land Use map to redesignate 13 parcels along Nelson Drive and Gregory Lane in Murrells Inlet from Medium Density Residential to Public/Semi-public. Councilmember Steve Goggans seconded the motion. Upon a call for discussion from the Chairman, there was none.

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

Ordinance No. 2018-02

Councilmember John Thomas moved for third reading approval of Ordinance No. 2018-02 to amend the boundary lines of the Waccamaw Community Hospital Planned Development to allow for future parking and medical offices. Councilmember Steve Goggans offered a second. There was no discussion following the motion,

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

**ORDINANCES-Second Reading:**

*Prior to discussion and/or voting on Ordinance No. 2018-03, Councilmember Steve Goggans disclosed a potential conflict of interest in his participation in this matter and requested to be recused.*

Ordinance No. 2018-03

Councilmember John Thomas moved for second reading of Ordinance No. 2018-03 to amend the Marlin Quay Planned Development to allow for redevelopment of the Marlin Quay Marina Store/Restaurant as recommended by the Planning Commission with the added condition that total seating remains at a capacity of 110. Councilmember Austin Beard seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

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

Absent: Steve Goggans

**ORDINANCES- First Reading:**

Ordinance No. 2018-04 - An amendment to the conceptual plan for the DeBordieu Colony Planned Development to make the PD setback requirements for Community 1 match the indenture deed requirements enforced by the DeBordieu POA/ARB.

**BIDS:**

No reports.

**REPORTS TO COUNCIL:**

No reports.

**DEFERRED:**

Ordinance No. 2017-19

County Council deferred action on Ordinance No. 2017-19, an amendment to the Georgetown County Zoning Map to rezone approximately 948 acres located along Pennyroyal Road and the Sampit River, further identified as TMS#01-0437-002-00-00, from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI), as this matter was previously referred to Council's Land Use Committee for additional review.

Ordinance No. 2017-23

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

**EXECUTIVE SESSION:**

No reports.

Being no further business to come before County Council, Chairman Johnny Morant adjourned the meeting at 6:34 PM.

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Date

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Clerk to Council

Item Number: 6.a  
Meeting Date: 2/27/2018  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #17-108 REBID, RFQ for Consolidated Solid Waste Engineering and Monitoring Services

**CURRENT STATUS:**

The existing agreement with Garrett & Moore has reached the five (5) year maximum term limitation and thus must be rebid.

**POINTS TO CONSIDER:**

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 and SCBO websites, and direct mailed to all known offerors. Since only one (1) bid was received from the original solicitation, these services were rebid with the one (1) bid received remaining sealed per County Ordinance. Upon rebidding, There were three (3) responses received:

- 1) Garrett and Moore, Inc. of Cary, NC;
- 2) American Engineering Consultants, Inc. of Cayce, SC;
- 3) Hodges, Harbin, Newberry and Tribble, Inc. (HHNT) of Macon, GA.

The Evaluation Committee named by the County Administrator evaluated all qualification packages and interviewed all three (3) of the RFQ respondents for final determination.

**FINANCIAL IMPACT:**

The Engineer shall perform work assigned under any resulting contract agreement as directed in negotiated task orders issued by the County. Such task orders shall be subject to appropriation and availability of funds and shall follow the established county procurement ordinance approval levels.

These services are currently utilized by Environmental Services and spread among various landfill funds with a total budgeted/estimated cost of \$192,000.00 annually.

**OPTIONS:**

- 1) Award a Professional Services Agreement to Garrett & Moore, Inc.; or
- 2) Decline the award.

**STAFF RECOMMENDATIONS:**

The Evaluation Committee attended presentations and conducted interviews with representatives from all three (3) firms. Following the presentations, the Committee selected Garrett & Moore, Inc. as the most responsive and responsible firm that meets the needs of Georgetown County. Garrett & Moore, Inc. demonstrated that they met all required bid specifications. Additionally, they have the specialized experience, technical expertise and personnel to perform the services required, the capability to perform the work within time limitations, and a past record of successful



performance of similar tasks required by Georgetown County. Therefore, staff recommends awarding a Professional Services Agreement to Garrett & Moore, Inc. of Cary, NC, for Consolidated Solid Waste Engineering and Monitoring Services.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▢ Procurement Solicitation Approval	Cover Memo
▢ Public Bid Opening Tabulation	Cover Memo
▢ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL  
Procurement # 17-108

Procurement for: Consolidated Solid Waste Engineering and Monitoring Services

Department: Public Services/Environmental Services

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$192,000 **FY 19**

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

Funding Source Location	
G/L Account Number	Funding Amount
502+305+50427	\$35,000 <i>30,000</i>
502+305+50823	\$25,000 <i>21,000</i>
502+305+50455	\$46,000 <i>40,000</i>
502+305+50705	\$60,000 <i>25,000</i>
503+901+50455	\$26,000 <i>125,000</i>

*Landfill Reclamation*

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

*R. S. H. H. H.*

Department Director

11.1.17

Date

*W. J. S. H.*

Purchasing

11/1/17

Date

*Scott C. Proctor*

Finance Director

11/7/17

Date

*K. H. H.*

County Administrator

11/9/17

Date



**Public Bid Opening Tabulation**  
**RFQ #17-108 REBID, Consolidated Solid Waste Engineering and**  
**Monitoring Services**

**Wednesday, January 24, 2018 @ 3:30PM Eastern Time**

<u>OFFEROR</u>	<u>Received [✓]</u>	<u>Comments</u>
Hodges Martin, Newberry & Tribble	✓	
American Engineering Consultants	✓	
Garrett & Moore, Inc. // AP	✓	

OPENED BY: [Signature]


WITNESS: [Signature: Ann G. Puckett]



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

# **Memorandum**

To: Kyle Prufer, Purchasing Officer

From: Ray C. Funnye, Director 

File No.: 316.24

Date: February 13, 2018

Re: Recommendation for RFQ #17-108: Consolidated Solid Waste Engineering and Monitoring Services

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On January 24, 2018, Georgetown County Department of Public Services received three (3) bids for RFQ #17-108 Rebid for Consolidated Solid Waste Engineering and Monitoring Services. The scope of work provides for the retention of a qualified and experienced engineering firm to provide professional engineering services for the Environmental Services Division's integrated solid waste landfill operations in Georgetown County.

Based upon review of the provided bid documents and interviews with the three candidate organizations on February 12, 2018, Garrett & Moore demonstrated that they met all of the required bid specifications. Additionally, they have the specialized experience, technical expertise and personnel to perform the services required; the capability to perform the work within time limitations; and a past record of successful performance of similar tasks required by Georgetown County.

Based on the aforementioned, I hereby recommend that the award of RFQ #17-108: Rebid for Consolidated Solid Waste Engineering and Monitoring Services go to Garrett & Moore.

Item Number: 6.b  
Meeting Date: 2/27/2018  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Procurement #18-012, Portable Toilet Rental, Term Contract

**CURRENT STATUS:**

The existing agreement with Palmetto Portables has reached the five (5) year maximum term limitation and thus must be re-solicited.

**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) Palmetto Portables, Inc. of Myrtle Beach, SC; and
- 2) Elvis Service Company of Myrtle Beach, SC.

**FINANCIAL IMPACT:**

This item is funded up to \$38,000 in GL account number 010.579-50425. Any funds required over the budgeted amount will need to be identified from other operating and maintenance fund sources.

**OPTIONS:**

- 1) Award to the low bid offeror, Palmetto Portables, Inc.
- 2) Deny the award.

**STAFF RECOMMENDATIONS:**

Bids were reviewed by the Parks and Recreation Director who determined that the costs offered by Palmetto Portables were in the County's best interest. This vendor provided the lowest overall unit pricing to the County. Staff recommendation is for award to Palmetto Portables, Inc. at the rates provided in their submitted bid.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Bid 18-012 Procurement Solicitation Approval	Backup Material
<input type="checkbox"/> Public Bid Opening Tabulation	Cover Memo
<input type="checkbox"/> Recommendation from Beth Goodale, Director of Parks & Recreation	Cover Memo





Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL

Procurement # 18-012

Procurement for: Portable Toilet Rental, Term Contract

Department: Parks & Recreation

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$34,800.00 *\$32,400* *38* FY 18

Funds Available: ☒-YES ☐-NO ☐-Pending Budget Approval

☐-Cash Purchase

☐-Other (Specify): \_\_\_\_\_

Funding Source Location	
G/L Account Number	Funding Amount
010.579 50425	\$38,000.00

*\$9635  
left in FY18  
Remainder  
to come from  
FY19*

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

Beth L. Sodale  
Department Director/Elected Official

2/20/18  
Date

[Signature]  
Purchasing

2/21/18  
Date

Scott G. Panton  
Finance Director

2/21/18  
Date

[Signature]  
County Administrator

2/22/18  
Date



**Public Bid Opening Tabulation**  
**BID #18-012, Portable Toilet Rental, Term Agreement**  
**Wednesday, February 14, 2018 at 4:00 PM Eastern Time**

<b>Company Name: ▶</b>			<i>Palmetto Portables</i>	<i>Elvis Service</i>		
ITEM DESCRIPTION	Qty		Monthly Rental Cost	Monthly Rental Cost	Monthly Rental Cost	Monthly Rental Cost
<u><i>TWELVE (12) MONTH RENTAL</i></u>						
<b>1. Single Occupant Portable Toilet</b>						
Serviced Once Per Week, all year EA	43	\$	<i>53<sup>00</sup></i>	\$ <i>75<sup>00</sup></i>	\$	\$
Serviced Twice Per Week, ( <i>May-Oct</i> ) EA	7	\$	<i>65<sup>00</sup></i>	\$ <i>125<sup>00</sup></i>	\$	\$
Additional Service Calls, EA	TBD	\$	<i>15<sup>00</sup></i>	\$	\$	\$
<b>2. Single Occupant Portable Toilet, ADA Access</b>						
Serviced Once Per Week, all year EA	6	\$	<i>63<sup>00</sup></i>	\$ <i>125<sup>00</sup></i>	\$	\$
Serviced Twice Per Week, ( <i>May-Oct</i> ) EA	2	\$	<i>75<sup>00</sup></i>	\$ <i>150<sup>00</sup></i>	\$	\$
Additional Service Calls, EA	TBD	\$	<i>15<sup>00</sup></i>	\$	\$	\$
<u><i>SIX(6) MONTH RENTAL</i></u>						
<b>3. Single Occupant Portable Toilet</b>						
Serviced Once Per Week, all year EA	2	\$	<i>53<sup>00</sup></i>	\$ <i>75<sup>00</sup></i>	\$	\$
Additional Service Calls, EA	TBD	\$	<i>15<sup>00</sup></i>	\$ <i>25<sup>00</sup></i>	\$	\$
<b>4. Single Occupant Portable Toilet, ADA Access</b>						
Serviced Once Per Week, all year EA	TBD	\$	<i>63<sup>00</sup></i>	\$ <i>125<sup>00</sup></i>	\$	\$
Additional Service Calls, EA	TBD	\$	<i>15<sup>00</sup></i>	\$ <i>25<sup>00</sup></i>	\$	\$
ITEM DESCRIPTION	Qty		Weekend Rental Cost	Weekend Rental Cost	Weekend Rental Cost	Weekend Rental Cost
<u><i>WEEKEND/SPECIAL EV ENTS</i></u>						
<b>5. Single Occupant Portable Toilet</b>						
Serviced Once Per Week, all year EA	TBD	\$	<i>60<sup>00</sup></i>	\$ <i>75<sup>00</sup></i>	\$	\$
Additional Service Calls, EA	TBD	\$	<i>15<sup>00</sup></i>	\$ <i>25<sup>00</sup></i>	\$	\$
<b>6. Single Occupant Portable Toilet, ADA Access</b>						
Serviced Once Per Week, all year EA	TBD	\$	<i>75<sup>00</sup></i>	\$ <i>125<sup>00</sup></i>	\$	\$
Additional Service Calls, EA	TBD	\$	<i>15<sup>00</sup></i>	\$ <i>25<sup>00</sup></i>	\$	\$



ITEM DESCRIPTION	Qty	Daily Rental Cost	Daily Rental Cost	Daily Rental Cost	Daily Rental Cost
<i>DISASTER RECOVERY DAILY RENTAL</i>					
<b>7. Single Occupant Portable Toilet</b>					
Serviced Once Per Week, all year EA	EDR	\$ 60 <sup>00</sup>	\$ 75 <sup>00</sup>	\$	\$
Additional Service Calls, EA	EDR	\$ 15 <sup>00</sup>	\$ 25 <sup>00</sup>	\$	\$
<b>8. Single Occupant Portable Toilet, ADA Access</b>					
Serviced Once Per Week, all year EA	EDR	\$ 75 <sup>00</sup>	\$ 125 <sup>00</sup>	\$	\$
Additional Service Calls, EA	EDR	\$ 15 <sup>00</sup>	\$ 25 <sup>00</sup>	\$	\$
<b>9. Portable Shower Trailer*</b>	EDR	\$ No Bid	\$ 2,000 <sup>00</sup>	\$	\$
<b>10. Portable Self Sustaining Hand Wash Station*</b>	EDR	\$ 60 <sup>00</sup>	\$ 125 <sup>00</sup>	\$	\$

\*If available from provider

OPENED BY:



WITNESS:





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**GEORGETOWN COUNTY  
SOUTH CAROLINA**

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**TO:** NANCY SILVER / GEORGETOWN COUNTY PURCHASING  
**FROM:** BETH GOODALE *B. Goodale*  
**SUBJECT:** BID #18-012, PORTABLE TOILET RENTAL  
**DATE:** 2/15/2018

Staff reviewed all bids submitted for Portable Toilet Rental Bid # 18-012 and recommend award to Palmetto Portables of Murrells Inlet, SC. This vendor has provided the lowest overall unit pricing to the county.

**Item Number:** 8.a  
**Meeting Date:** 2/27/2018  
**Item Type:** APPOINTMENTS TO BOARDS AND COMMISSIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Midway Fire Rescue - Board Appointments

**CURRENT STATUS:**

Currently, there are 4 seats on the Midway Fire Rescue Board with terms that will expire on March 15, 2018.

**POINTS TO CONSIDER:**

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

Four members of the Midway Fire Rescue Board are serving on terms that will expire on March 15, 2018. They are as follows:

**Glenda Shoulette** – Desires to be reappointed

**James Christian** – Desires to be reappointed

**Malcolm Dezendorf** – Does not wish to be reappointed (due to other commitments)

**Joseph Gabriel** – Not eligible for reappointment (due to term limits)

A recommendation has been made to reappoint Ms. Glenda Shoulette and Mr. James Christian to another term on the MFR Board. Both are eligible for reappointment and have expressed a desire to continue serving on the Board. If reappointed, both will serve 4 year terms ending on March 15, 2022.

**FINANCIAL IMPACT:**

N/a

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Recommendation to re-appoint Ms. Glenda Shoulette and Mr. Jim Christian to another term on the Midway Fire-Rescue Board.

Item Number: 9.a  
Meeting Date: 2/27/2018  
Item Type: RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Proclamation No. 2018-03 - To Declare March 2018 as Bleeding Disorders Awareness Month in Georgetown County

**CURRENT STATUS:**

According to the Centers for Disease Control (CDC), the bleeding disorders community includes more than three million Americans who have hemophilia, von Willebrand disease, and other rare bleeding disorders. All of these conditions prevent the blood from clotting the way that it should, which can lead to prolonged bleeding after injury, surgery, or physical trauma. These disorders can be deadly if not treated correctly.

**POINTS TO CONSIDER:**

The primary symptom of genetic bleeding disorders is uncontrolled, often spontaneous bleeding in different areas of the body. Internal bleeding, which commonly occurs in the spaces around joints, frequently results in pain and swelling. If left untreated, it can cause permanent damage. Two of the more common inherited bleeding disorders include:

- **Hemophilia**, which results from a missing or deficient protein needed for blood clotting. *There is currently no cure for hemophilia. There are very effective treatments available in the US, but they may require lifelong infusion of expensive drugs that are manufactured from human plasma or through recombinant biotechnology.*
- **von Willebrand disease (VWD)** is a genetic disorder in which the blood does not clot properly. *It is caused by a deficient or defective blood protein, von Willebrand factor. VWD is estimated to affect up to 1% of the US population.*

Over thirty years ago, President Ronald Reagan designated March 1986, as "Hemophilia Awareness Month". In 2016, the US Department of Health and Human Services (HHS) designated March 2016 as "National Bleeding Disorders Month, and included it on the National Health Observances Calendar to designate each March as "Bleeding Disorders Awareness Month".

This special month aims to foster a stronger sense of unity and shared purpose among individuals in our community with all inheritable bleeding disorders. Additionally, it seeks to elevate the awareness of the general public, as well as engagement in the inheritable bleeding disorders journey, in order to expand efforts to find better treatments and cures for inheritable bleeding disorders, and to prevent the complications of these disorders through education, advocacy and research.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Adoption of Proclamation No. 2018-03 to declare March 2018 as "Bleeding Disorders Awareness Month" in Georgetown County, South Carolina.

2. Do not adopt Proclamation No. 2018-03.

**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Proclamation No. 2018-03 to declare March 2018 as "Bleeding Disorders Awareness Month" in Georgetown County, South Carolina.

**ATTACHMENTS:**

Description	Type
▫ Proclamation No 2018-03 To Declare March 2018 as Bleeding Disorders Awareness Month	Resolution Letter

***Proclamation No. 2018-03***

COUNTY OF GEORGETOWN )  
STATE OF SOUTH CAROLINA )

## Declaration of March 2018 as *Bleeding Disorders Awareness Month*

**WHEREAS**, the designation of March 2018 as “Bleeding Disorders Awareness Month” will formalize and expand upon the designation, over 30 years ago, of March 1986 as “Hemophilia Awareness Month” by President Ronald Reagan; and

**WHEREAS**, in 2016, the US Department of Health and Human Services (HHS) designated March 2016 as "National Bleeding Disorders Month, and included it on the National Health Observances Calendar to designate March as "Bleeding Disorders Awareness Month" annually; and

**WHEREAS**, bleeding disorders, which share the inability of blood to clot properly, are characterized by extended bleeding after injury, surgery, trauma or may generate spontaneous internal bleeding, all of which can lead to significant morbidity and may be fatal if not treated effectively; and

**WHEREAS**, many individuals with hemophilia became infected with HIV and Hepatitis C in the 1980s due to contamination of the blood supply and blood products used during transfusions to treat the disorders; and

**WHEREAS**, the designation of March 2018 as “Bleeding Disorders Awareness Month” will generate greater awareness and understanding of hemophilia, and other inheritable bleeding disorders, such as von Willebrand disease - which alone impacts an estimated one percent of the U.S. population or more than 3.2 million individuals; and

**WHEREAS**, increased awareness of bleeding disorders will foster a greater sense of community and shared purpose among individuals with all inheritable bleeding disorders; and

**NOW THEREFORE**, Georgetown County Council does hereby proclaim the month of March 2018, as *Bleeding Disorders Awareness Month* in Georgetown County, South Carolina, in order to increase the awareness level of the general public, foster engagement in the inheritable bleeding disorders journey of others, encourage efforts to find better treatments and cures for inheritable bleeding disorders, and prevent the complications of these disorders through education, advocacy and research.

**SO SHALL IT BE**, this 27<sup>th</sup> Day of February, 2018.

Johnny Morant, Chairman  
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

Item Number: 9.b  
Meeting Date: 2/27/2018  
Item Type: RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Resolution No. 2018-04 - Supporting H. 3896 and S. 833 - Providing Counties with Enforcement Measures to Prevent Private Property Owners from allowing Property Conditions that Constitute a Public Nuisance or Health Hazard

**CURRENT STATUS:**

Legislation is currently pending in the SC House and SC Senate, S. 833 & H. 3896 which will grant counties with measures of enforcement to prevent private property owners from allowing property conditions constitute a nuisance or health hazard. Under the existing SC Code of Laws, this authority is already granted to municipalities.

**POINTS TO CONSIDER:**

These pending bills will allow a county to provide, by ordinance, that the owner of any property in the county must keep their property clean of debris and other unsightly conditions that constitute a public nuisance. If the property owner fails to correct the conditions constituting a nuisance, then the county may enter the property, correct the conditions, and collect the cost of the cleanup on the property tax bill. This authority is currently provided to municipalities and this legislation would simply extend the same authority to county governments. Farm land is exempt from the provisions of these bills.

S. 833 is scheduled to be heard by a Senate Judiciary subcommittee this week. The members of the subcommittee are Senators Goldfinch (Georgetown), Johnson (Clarendon), Sabb (Williamsburg), Climer (York), and Talley (Spartanburg).

The SC Code of Laws pertaining to the upkeep of property within a municipality reads as follows:

**SECTION 5-7-80.**

*Ordinances relating to upkeep of property within municipality.*

*(1) Any municipality is authorized to provide by ordinance that the owner of any lot or property in the municipality shall keep such lot or property clean and free of rubbish, debris and other unhealthy and unsightly material or conditions which constitute a public **nuisance**.*

*(2) The municipality may provide by ordinance for notification to the owner of conditions needing correction, may require that the owner take such action as is necessary to correct the conditions, may provide the terms and conditions under which employees of the municipality or any person employed for that purpose may go upon the property to correct the conditions and may provide that the cost of such shall become a lien upon the real estate and shall be collectible in the same manner as municipal taxes.*

**OPTIONS:**

1. Adopt Resolution No. 2018-04 - Supporting H. 3896 and S. 833 - Providing Counties with Enforcement Measures to Prevent Private Property Owners from allowing Property Conditions that Constitute a Public Nuisance or Health Hazard.

2. Do not adopt Resolution No. 2018-04.

**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Resolution No. 2018-04 - Supporting H. 3896 and S. 833 - Providing Counties with Enforcement Measures to Prevent Private Property Owners from allowing Property Conditions that Constitute a Public Nuisance or Health Hazard.

**ATTACHMENTS:**

Description	Type
▫ Resolution No. 2018-04 Supporting H.3896 and S. 833	Resolution Letter

# Resolution No. 2018-04

COUNTY OF GEORGETOWN ) *Supporting H. 3896 and S. 833 - Providing Counties with Enforcement*  
 ) *Measures to Prevent Private Property Owners from allowing Property*  
 STATE OF SOUTH CAROLINA ) *Conditions that Constitute a Public Nuisance or Health Hazard*

**WHEREAS**, the Mission of Georgetown County Government is to promote the health, safety, and welfare of citizens; and

**WHEREAS**, there are instances when a property owner fails to keep their property clean of debris and other unsightly conditions that constitute a public nuisance and health hazard; and

**WHEREAS**, municipalities are authorized by the code of laws of South Carolina to provide by ordinance that the owner of any lot or property in the municipality shall keep such lot or property clean and free of rubbish, debris and other unhealthy and unsightly material or conditions which constitute a public nuisance; and

**WHEREAS**, municipalities may provide by ordinance for notification to the owner of conditions needing correction, and may require that the owner take such action as is necessary to correct the conditions; and

**WHEREAS**, counties are not provided these same enforcement authorities; and

**WHEREAS**, Georgetown County Council believes providing these same enforcement authorities to counties is in the best interests of its citizens.

**NOW, THEREFORE, BE IT RESOLVED THAT** Georgetown County Council supports the passage and adoption of bills H. 3896 and S. 833 currently before the South Carolina General Assembly. This legislation authorizes the governing body of a county to adopt by ordinance the requirement that a residential or commercial property owner shall keep a lot or other property clean of debris and other unsightly conditions that constitute a public nuisance and health hazard and to provide a procedure for enforcement of the ordinance.

**SO SHALL IT BE**, this 27<sup>th</sup> Day of February, 2018.

Johnny Morant, Chairman  
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council



**Item Number:** 10.a  
**Meeting Date:** 2/27/2018  
**Item Type:** THIRD READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-03 - To amend the Marlin Quay Planned Development to allow for redevelopment of the Marlin Quay Marina Store/Restaurant.

On November 3, 2017, Dan Stacy of Oxner and Stacy, as agent for Palmetto Industrial Development, LLC, applied to amend the Marlin Quay PD as a major change to allow for redevelopment of a marina store and restaurant. According to the application, the owner has brought this request before both Planning and County Council as a means to bring finality to the matter and allow reconstruction of the business, although they continue to assert that the proposal is a minor change to the PD.

**CURRENT STATUS:**

On June 15, 2016 Planning staff determined that a request from Palmetto Industrial Development LLC, owner of Marlin Quay Bar and Grill and Ship's Store would be reviewed as a minor change to the Planned Development. The County issued a permit on November 7, 2016 for construction to begin. The Gulfstream Café Inc, an adjacent property owner also located in the Marlin Quay PD appealed staff's decision to the Zoning Board of Appeals. The appellant asserted that the proposed development should be reviewed as a major change to the PD. The ZBA upheld staff's decision at their February 2, 2017 meeting. This case was appealed to Circuit Court and the County won the appeal. The appellant now has a motion to reconsider pending before the court.

The applicant (Palmetto Industrial Development LLC) then applied for a second permit for a modified structure that did not affect the parking layout of the PD. The original permit was then voided by the County and a new permit was issued on September 15, 2017. Gulf Stream Café, Inc. then again appealed asserting that the submission should be reviewed as a major change to the PD. A "stay" was placed on the new permit based on the appeal. The ZBA upheld staff's decision a second time at their November 2, 2017 meeting.

**POINTS TO CONSIDER:**

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

3. Staff reviewed the property owner's request based on Section 619.3 of the Zoning Ordinance regarding changes and modifications to a Planned Development. Staff agreed that the structure could be rebuilt on its new location wholly on the owner's property based on the requirements of 619.3. The square footage of the building would not be increased, the uses would not change and issue of having a building located over a property line would be corrected. The Planned Development had no architectural standards. The findings apply to both the initial Permit 22237 (now voided) and the current Permit 24494.
4. The applicant's current request is for a 4,598 square foot building containing both a restaurant and a store. The restaurant contains 1,891 square feet of heated space and the retail/marina portion contains 2,018 square feet. The restaurant also contains 3,112 square feet of outdoor eating and circulation area.
5. The parking layout for the site will not be changed with the exception of three additional compact spaces to be located underneath the proposed building. The number of parking spaces provided exceed the Zoning Ordinance requirement for the proposed building of 51 spaces for a total of 62 spaces. The parking lot is also utilized by the Gulf Stream Café and the marina. The heated square footage of the proposed building is less than the previous building. (4,598 SF vs 4,603 SF).
6. The amount of pervious/impervious space on the site will not be affected. The County's Stormwater Department did not require a review of the redevelopment based on the lack of increased impervious space.
7. The PD was originally approved with a 60 foot height limit for condominiums and a 35 foot height limit for commercial uses. The property is located in a VE-16 flood zone. The previous building did not meet current flood requirements. Any new structure must be elevated to meet the County's flood ordinance requirements. Section 619.4 of the PD section of the Zoning Ordinance requires compliance with height requirements found elsewhere in the ordinance which includes Section 806 allowing for increased heights in flood zones. The proposed structure complies with the 45 foot height requirement at the midpoint of the roof.
8. No new signage has been proposed for the building at this time.
9. Staff recommended approval for this request based on the proposed replacement of an existing use/structure with one that complies with current flood ordinance requirements and resolves the issue of having a building located over a property line.
10. The Planning Commission held a public hearing on this issue at their December 21st meeting. 11 came forward to speak. Of the 11, 9 supported the amendment request. The Commission voted 6 to 1 to recommend approval for the request as recommended by staff with the added condition that total seating not exceed 110.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Approved as recommended by PC. Planning Commission added the condition that total seating remain at a capacity of 110.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▣ Ordinance No 2018-03 To Amend Marlin Quay	Ordinance
▣ Marlin Quay attachments	Backup Material
▣ Marlin Quay Correspondence Part I	Backup Material
▣ Marlin Quay Correspondence Part II	Backup Material
▣ Marlin Quay Correspondence Part III	Backup Material
▣ MQ Exhibits for ZBA Part 1	Backup Material
▣ MQ Exhibits for ZBA Part II	Backup Material
▣ MQ Correspondence	Backup Material
▣ G Redman Handout 010918	Backup Material
▣ MQ Correspondence 011018	Backup Material
▣ MQ Correspondence 012218	Backup Material
▣ MQ Correspondence G Redman 021318	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2018-03

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

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

- Heated square feet for the new structure will not exceed 4,598.
- 62 parking spaces will be provided including three compact spaces to be located underneath the new structure.
- The structure will not exceed a 45 foot height limit measured at the midpoint of the roof.
- The total seating capacity shall not exceed 110 persons.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_  
Johnny Morant (SEAL)  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2018-03 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: \_\_\_\_\_



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

## APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: Marlin Quay

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

- ☐ Setback – Complete SECTION B: SETBACK AMENDMENT
- ☐ Signage – Complete SECTION C: SIGNAGE AMENDMENT
- ☐ Site Plan – Complete SECTION D: SITE PLAN AMENDMENT
- ☒ Other: Change of Building Location

All Applicants must complete SECTION A: APPLICANT INFORMATION

### SECTION A: APPLICANT INFORMATION

#### Property Information:

TMS Number: 41-0129-002-00-00  
(Include all affected parcels)

Street Address: 1508 South Waccamaw Drive

City / State / Zip Code: Murrells Inlet, South Carolina 29576

Lot / Block / Number: Tract 3, Plat Book 6 @ Page 214

Existing Use: Marina Slips, Store & Restaurant

Proposed Use: Marina Slips Store / Reatial / Restaurant

Commercial Acreage: 1.0 Acres +/- Residential Acreage: -0-

**Property Owner of Record:**

Name: Palmetto Industrial Development, LLC

Address: 611 West Palmetto Street

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

Telephone/Fax: 843-669-7044

E-Mail: marklawhon@gmail.com

Signature of Owner / Date: Mark Lawhon / 11/13/17

**Contact Information:**

Name: Dr. Mark Lawhon

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

Phone / E-Mail: 843-669-7044 / marklawhon@gmail.com

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

**Agent of Owner:**

Name: Daniel W. Stacy, Jr. - Oxner & Stacy, P.A.

Address: 90 Wall Street / Unit B

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

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

E-Mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date: DW Stacy 11/13/17

Signature of Owner /Date: Mark Lawhon / 11/13/17

**Fee Schedule: \$250.00 plus \$10.00 per Residential acre or \$25.00 per Commercial acre.**

**Adjacent Property Owners Information required:**

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

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

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

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

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

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

## **SECTION B: SETBACK AMENDMENT**

**Please supply the following information regarding your request:**

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. \_\_\_\_\_  
\_\_\_\_\_
- Do these conditions exists on other properties else where in the PD?  
\_\_\_\_\_



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

**Submittal requirements: 12 copies of 11 x 17 plans**

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

**SECTION C: SIGNAGE AMENDMENT**

**Reason for amendment request:** \_\_\_\_\_

Number of signs existing currently on site \_\_\_\_\_

Square footage of existing sign(s) \_\_\_\_\_

Number of Proposed signs: \_\_\_\_\_

Square footage of the proposed sign(s) \_\_\_\_\_

**Submittal requirements:**

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

**SECTION D: SITE PLAN AMENDMENT**

**Proposed amendment request:** To approve the plans for the proposed  
 redevelopment of the Marlin Quay Marina Store / Restaurant operation as an  
 approved "Major Change" to the Marlin Quay Planned Development.

Reason for amendment request: See Attached

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**Submittal requirements:**

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

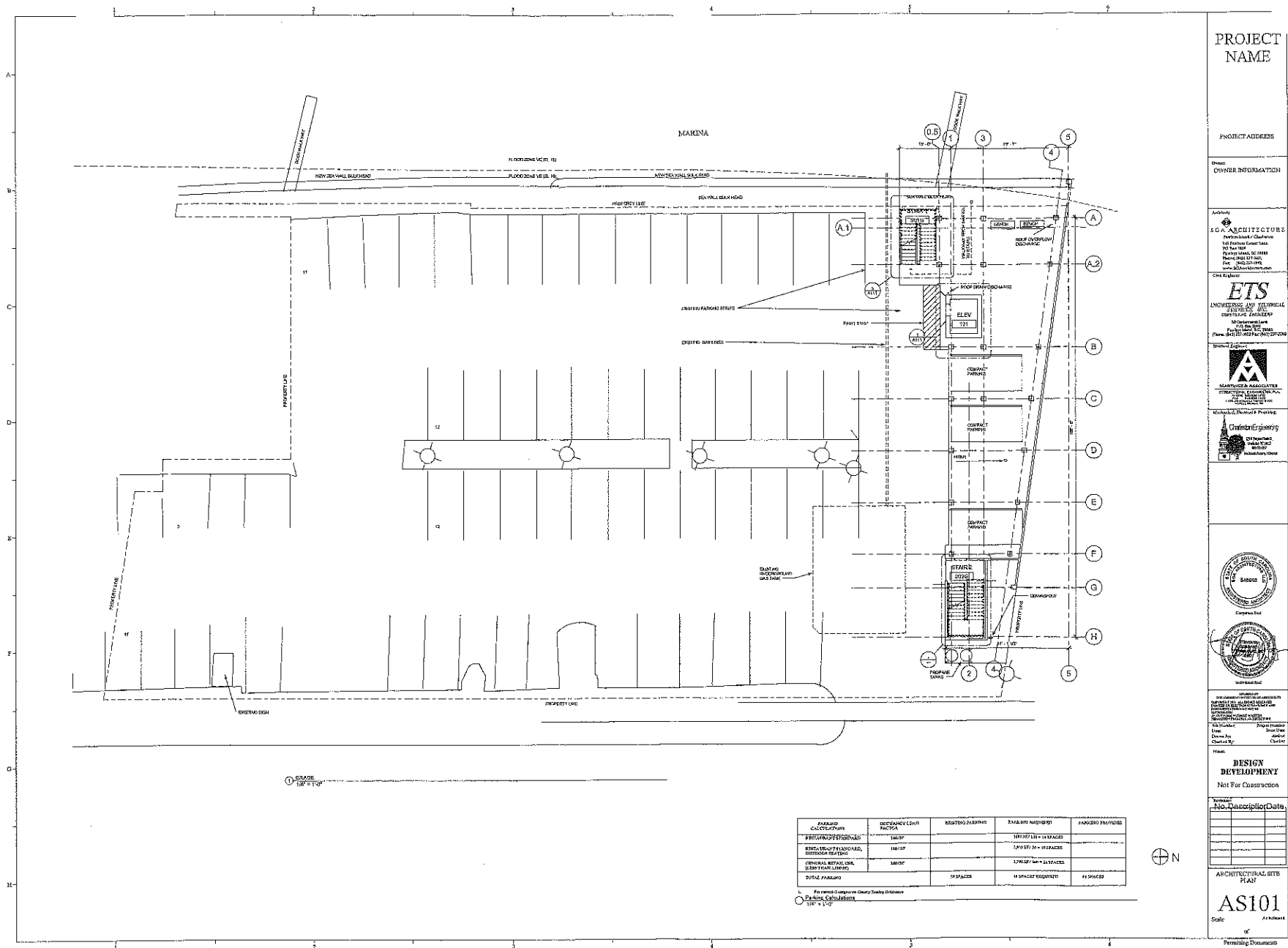
### Reason for amendment request

Applicant previously brought the first version of proposed project in to County staff and requested a determination that the proposed change was a “minor change” to the Marlin Quay PD. Staff concurred and approved the change as a “minor change”. The Gulfstream Café, adjacent to the project, appealed the staff’s interpretation of the change as a minor change to the Georgetown County Zoning Board of Appeals. At the Zoning Board of Appeals meeting, the Zoning Board of Appeals agreed unanimously with staff that the approved minor change was, in fact, in compliance with the zoning ordinance, and upheld staff determination that the new building was a minor change.

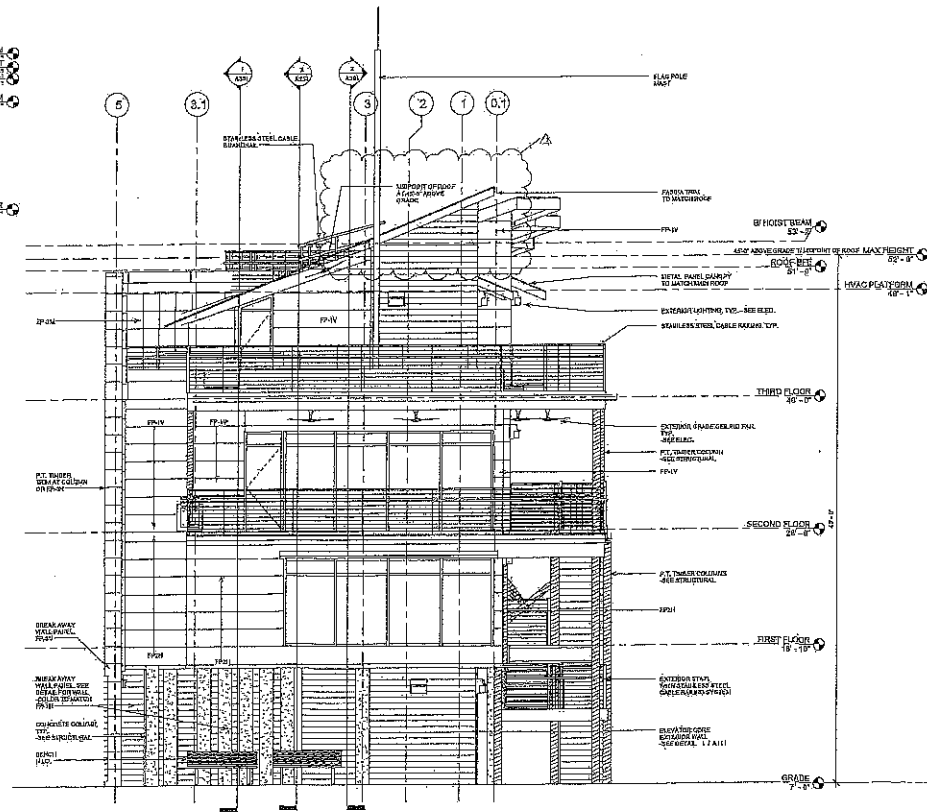
The Gulfstream Café, being dissatisfied with that result, appealed to the Circuit Court of the State of South Carolina. The Circuit Court ruled again with the Zoning Board of Appeals and with Zoning staff of Georgetown County that the proposed change was a Minor Change. In order to move forward with the project, the Applicant modified the plans for the building so as to not interfere with the existing parking lot over which The Gulfstream Café has an easement. The Applicant intends to build a similar building of substantially the same size as the original building and the first proposed revision, but modify the configuration of said building to be wholly within the confines of property owned by the Applicant and not interfering with the parking lot over which The Gulfstream Café has a parking easement.

This proposed change produced another appeal to the Zoning Board of Appeals from The Gulfstream Café, which the Zoning Board of Appeals again unanimously upheld staff determination on November 2, 2017. Based on past conduct by The Gulfstream Café, we anticipate an additional appeal of the ruling of the Zoning Board of Appeals back to Circuit Court and ultimately to the Court of Appeals. Applicant has elected to move forward with this application as a “Major Change” to the Planning Commission such that if the Planning Commission approves this as a “major change” and County Council approves this as a “major change”, the ongoing litigation will simply cease and there will be no further legal basis for The Gulfstream Café to continue its appeals. Your staff has vetted this issue thoroughly and has approved this project twice.

While we and your staff believe the project is compliant as a Minor Change, we respectfully ask the Planning Commission to give a favorable recommendation as a Major Change simply as a means to bring finality to this matter and allow the Applicant to rebuild his business.



[illegible]

[illegible]

③ WEST ELEVATION  
1/4" = 1'-0"

[illegible]



Service	No.	Description	Date

[illegible]









2014 AERIAL MAP SHOWING PREVIOUS BUILDINGS







Marlin Quay  
Property Location  
AMPD 11-17-19393

## Legend

### Streets

<all other values>

### MaintainedBy

County

Private

State

Marlin Quay

Lot Lines

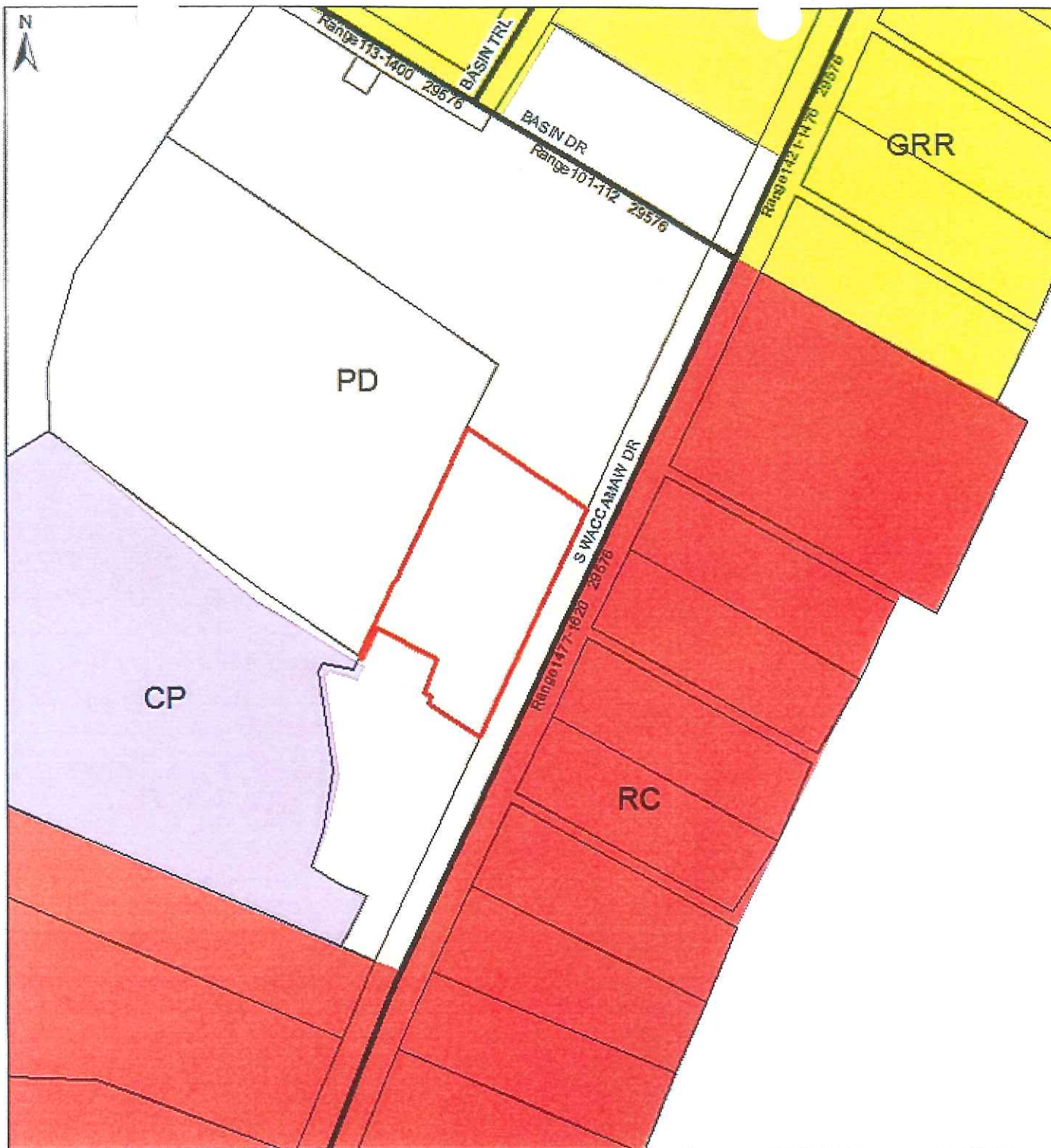
Railroads

Landmarks

Municipalities

0 40 80 160 240 320 Feet

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



# Marlin Quay Property Zoning AMPD 11-17-19393

## Legend

- Streets
- Maintained By
- Marlin Quay
- Lot Lines
- Railroad
- Landmarks

## Zoning

### DISTRICT

- CITY OF GEORGETOWN
- 0
- 1A
- 1B
- 2A
- 2B
- 3A
- 3B
- 4A
- 4B
- 5A
- 5B
- 6A
- 6B
- 7A
- 7B
- 8A
- 8B
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Municipalities

0 40 80 160 240 320 Feet

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





Marlin Quay  
Property Aerial  
AMPD 1117-19393

## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

— Marlin Quay

— Lot Lines

— Railroads

◆ Landmarks

sde.SDE.Imagery2017Med

### RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Municipalities

0 25 50 100 150 200 Feet

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





Marlin Quay  
Property Aerial  
AMPD 1117-19393

## Legend

### Streets

— <all other values>

### MaintainedBy

County

Private

State

Marlin Quay

Lot Lines

Railroads

Landmarks

sde.SDE.Imagery2017Med

### RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Municipalities

0 12.5 25 50 75 100 Feet

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



### **NOTICE OF PUBLIC HEARING**

The Planning Commission will consider a request from Dan Stacy of Oxner and Stacy, as agent for Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant. The property is located at 1508 South Waccamaw Drive in Murrells Inlet. TMS 41-0129-002-00-00. Case Number AMPD 11-17-193693.

The Planning Commission will be reviewing this request on **Thursday, December 21, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

*Georgetown County Planning Commission*

*PO Drawer 421270*

*Georgetown, South Carolina 29442*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

*E-mail: [tcoleman@gtcounty.org](mailto:tcoleman@gtcounty.org)*

## Tiffany Coleman

---

**From:** Constance Lowery <ithdolldoc@hotmail.com>  
**Sent:** Saturday, December 16, 2017 7:52 PM  
**To:** Tiffany Coleman  
**Cc:** 101; 102; atimmons@southatlanticbank.com; 104; 105; 106; 201; 202; 203; 204; 206; 301; 302; 303; 304; 305; 306; 401; Kathy (kathleen) Greiner; 404; 405; Larry Collins; Ed Norris; 503; 504; 505; Carolyn Bryant; Nancy Gardner; 507  
**Subject:** Planning Commission Public Hearing, 12/21/17, Public Comments  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Mr. Coleman:

This comment letter is in response to a Notice of Public Hearing for a proposed amendment of the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant, TMS 41-0129-002-00-00, case number AMPD 11-17-193693 which was forwarded by Nancy Gardner of Surfside Realty Company as Assistant Community Manager of Marlin Quay HOA, Inc. and as an attachment to her e-mail of December 8, 2017.

I am unable to attend the hearing on 12/21/17, so am submitting this letter. I am still concerned that we have not received information as to the **proposed height** of this new construction. (In a previous hearing on February 2, 2017, before the Georgetown Planning Commission, it was decided by your Commission that the proposed changes were "minor" and NOT "major") but it now seems that your Commission is proceeding with this hearing as a "major change." I would like to state for the record that I felt it was MAJOR the first time, since that proposed building was going to be over 10,000 square feet instead of the original 4,653 square feet and not on the same footprint!

The first building of Marlin Quay (North of the proposed construction), and which contains 30 condos next to the proposed new construction will surely be impacted in view, noise, congestion and property values by Palmetto Industrial Development, LLC. Since I own two condos in Marlin Quay (2 out of 30 units) naturally, I am concerned about what is being planned, but uninformed as to what Palmetto Industrial Development is actually planning. All 30 units of the adjacent condos pay taxes to Georgetown County. I am most concerned as to what will happen to the view from our building with the proposed new construction. At the 2/2/17 hearing, it was discussed by Dr. Lawhon's attorney that a "tower" was planned and further discussion then led to a pronouncement that "towers" were not under ANY height restriction whatsoever. Also at that hearing comments were taken PRIOR to the presentation of blueprints which was quite baffling.

It is my understanding that an Application to Amend a Planned Development requires notice to EACH resident within 400' of subject property. At least that is what I understood under Section 609.202 of the Building Code.

I petition your Commission to take the above into account before making any decision. A red line outlining the property in question on a drawing attached to your Notice of Public Hearing is very inadequate for proximate homeowners. As taxpayers we need to have our condos protected. I personally would welcome a development next door as long as it does NOT interfere with our view, or detract from our property.

Thank you for your anticipated attention to this matter.

Very truly yours,  
Constance A. Lowery  
Owner, Units 501 and 205, Marlin Quay  
Mailing address: 1181 Crooked Oak Drive, Pawleys Island, SC 29585



Snail mail to Carl Gibson, 403

Sent from [Mail](#) for Windows 10"

## Tiffany Coleman

---

**From:** Ed Norris <enorris@thebuildingcenterinc.com>  
**Sent:** Monday, December 18, 2017 1:26 PM  
**To:** Tiffany Coleman  
**Cc:** Ed Norris  
**Subject:** New Proposed Marlin Quay Marina & Restaurant

Mr. Coleman

This email is in reference to the above proposed building. I have been a residence of the Peninsula since the late 70's, I live at 2236 Oyster Cove Cir. and also have a condo at Marlin Quay. I have been a patron of the marina for a long time, and consider it a plus for our area.

I will be unable to attend the hearing on 12/21/2017, but please accept this email as to my concerns on this matter. This area is already stressed for parking the way it is, unless Georgetown County is willing to furnish traffic control for this area on a consistent basis, then I find it hard to believe you can cram anymore activity into this area. This area is the narrowest area between the Inlet and the ocean, according to Google Earth it's only 450'. All the ocean front houses and condos are jammed up next to the street as are everything on the opposite side of the street.

Between 3:30 PM until 12:30 AM the parking lots are packed and folks double parked on the sidewalk and street, and that's just from the adjoining restaurant (Gulf Stream). This has been a shared parking lot for years and seems to work about 60% of the time. I notice that on the plans they are stating that they exceed the parking requirements, maybe so from their point of view but Gulf Stream was required to have parking when it was built, and half of this space was for their use. This parking is being counted twice, myself being an unlimited GC have never been able to get that over on any municipality.

Also the county has a public beach access directly across from the marina, which adds to the parking problems. Add a fishing tournament about twice a year (which I normally participate) the tent alone takes up about half the parking spaces. These tournaments create a hardship and traffic issue for all the residence south of there, but it's only several times a year. If you allow the additional 3rd floor space for this new restaurant than you are going to create a daily issue for all of us that live south of this area. So as a local resident I would NOT be in favor of the extra level on the marina.

I think you need to weigh how much extra manpower and money this is going to cost Georgetown County to police the traffic and disturbance in this part of the county.

Regards  
Ed Norris

**Ed Norris**

enorris@thebuildingcenterinc.com  
m: 704-604-1065 p: 704-889-8792  
[www.thebuildingcenterinc.com](http://www.thebuildingcenterinc.com)



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This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

## Tiffany Coleman

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**From:** Kim <taser7272@aol.com>  
**Sent:** Monday, December 18, 2017 6:39 PM  
**To:** Tiffany Coleman  
**Subject:** Marlin Quay Marina Building

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mr. Coleman,

I am a property owner at Marlin Quay Condominium. I own a unit on the 4th floor. I am also concerned with the height of the proposed building before the counsel. Not only do I think the height of the building is excessive but I feel that it will obstruct at least 20-25 units in our building from having a view. All of the units in our building pay a lot of taxes to Georgetown county for property taxes and should not be overshadowed by the proposed building. The backside of this building is nothing more than a 50' wall. I am sure that this will devalue all of our properties and probably make our property impossible to sell.

I am not opposed to the development of the Marlin Quay Marina Store but I feel that careful consideration should be given to the existing property owners investment at Marlin Quay Condominiums. I also was under the impression that only a minor improvement was to be made on this property and this seems to be a Major improvement and doesn't come close to having the same footprint.

I can not attend the meeting and would like for you to consider this my opposition to the plans as submitted.

Thanks for your consideration,

Kim Angel

336-382-1522

*Matthew R Neisler*

**Chesterfield Yarn Mills Inc**

P.O. Box 427

201 N Maple St

Pageland, S.C. 29728

Phone (843)680-0565

OFFICE 843-672-7211 EXT 243

matthewneisler@gmail.com

*December 19, 2017*

*Georgetown Municipal Courthouse*

*Attn : Holly Richardson*

*P.O. Box 421270*

*129 Screven St*

*Georgetown, S.C. 29442-4200*

*Dear Holly Richardson,*

*I am a part time resident of Garden City. I am absolutely in favor of the current building design that's already been permitted by Georgetown County Building department and has been twice approved by the Zoning Board of Appeals. During all these hearings the only people opposed to the current building permit is the Gulfstream Café.*

*Marlin Quay is a vital part of the Marina and a ship store and restaurant is in much need. They are needed for Marina Slip values, as well as revenue to Georgetown County. This building is of the up most importance to the local economy and our tourism.*

*The Lawhorns have cleaned this area up, and it has never been better. Please approve what's already been twice approved.*

*Sincerely,*

*Matthew R Neisler VP*

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Tuesday, December 19, 2017 2:10 PM  
**To:** Tiffany Coleman  
**Subject:** FW: Marlin Quay

**From:** Britteny Ard [mailto:brittenyard@gmail.com]  
**Sent:** Tuesday, December 19, 2017 1:24 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay

Dear Georgetown County,  
I am writing to say I fully support Marlin Quay Marina restaurant and store. I visit the inlet multiple times a year and I always go to this place. It has not been the same. We need this building.  
Thank you  
Britteny Ard



# Debbie Lutz



1398 Basin Drive  
Unit 201  
Murrells Inlet

December 20<sup>th</sup>, 2017

Dear Mr. Johnson & members of the Planning Commission,

My Name is Debbie Lutz. My husband Dan and I are homeowners at Marlin Quay Condominiums. We own unit 201. We will be unable to attend the hearing being held on December 21<sup>st</sup> so we're sending this letter to express our concerns on this matter.

Our concerns are twofold. We purchased our home in October of 2014. We bought this Condo for 2 main reasons the spectacular views and the location. From our living room and balcony, we have year-round sunset views of the marsh & inlet. This was a major factor in our decision to purchase this unit. Another important factor was the location. This section of the beach is more residential, quieter, and less congested than areas closer to Garden City.

This will all change with Dr. Lawhon's purposed plans. Imagine if you will waking up one morning & finding a 50-foot-high billboard like structure that runs the entire length of your property. Where there was once sunsets & marsh views, all we will see is a building.

My property will lose its views and to add insult to injury there will be the addition of more traffic congestion & late-night noise to our area. Less than 100 feet from my building Dr. Lawhon purposes to build a 3-story marina store/restaurant-bar. So, where there was once a 2-story building now there will be a 4-story building. Dr. Lawhon's plans show a marina store on the first floor. A restaurant & bar with indoor & outdoor seating on the second floor. The third floor has a second bar with balcony and roof deck areas. This is mainly a residential section of the beach. Gulfstream Café's hours of operation are 4-10 PM. I'm not sure what hours Dr. Lawhon plans to be open. However,



Georgetown County allows bars to be open from 10-2AM. With a roof top bar, the noise will be an issue!

Parking is another big problem. During peak season we already have people parking on both sides of South Waccamaw. The parking area is very limited & will now need to be shared by patrons of both restaurants & their employees, the patrons of the marina store & their employees, the patrons of the Charter fishing boats as well as marina slip owners.

Dr. Lawhon's purposed plans will have a permanent & lasting negative effect on our property. As homeowners & tax payers in Georgetown County it is our sincere hope that the board will take into consideration the impact this will have on all homeowners in this residential community.

Sincerely,

Dan & Debbie Lutz



## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Wednesday, December 20, 2017 8:54 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman; Boyd Johnson  
**Subject:** FW: Marlin Quay

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** ryan\_avant [mailto:ryan\_avant@yahoo.com]  
**Sent:** Tuesday, December 19, 2017 10:58 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay

I am writing to make sure the Marlin Quay Marina building is built. This place has a special place in my heart, a lot of good memories. The Lawhons are bringing the good times at this place.

Ryan Avant

Sent from my Verizon 4G LTE smartphone



## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Wednesday, December 20, 2017 8:54 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman; Boyd Johnson  
**Subject:** FW: Marlin quay marina

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

-----Original Message-----

**From:** Stephanie Goodman [mailto:sgoodman2020@icloud.com]  
**Sent:** Tuesday, December 19, 2017 10:37 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin quay marina

This letter is to show my full support for the marlin quay marina new building being built. I go there ever summer and have some awesome memories that were made at this place. I can remember when my mom and dad would take us on the boats. I would say this building is needed in the area. I can't wait to make more memories at the marina with my kids.

Stephanie goodman

Sent from my iPhone

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Wednesday, December 20, 2017 9:47 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Boyd Johnson; Tiffany Coleman  
**Subject:** FW:  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** Alanna Mcelveen [mailto:alanna.mcelveen@yahoo.com]  
**Sent:** Tuesday, December 19, 2017 9:16 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:**

To whom it may concern . I want to send this email explaining my full support for the Marlin Quay Marina new store and restaurant. The atmosphere is great and I have been coming to Garden City since I was a little girl. It's our family tradition to get the new T-shirt design each year we love this place.

Alanna Mcelveen

[Sent from Yahoo Mail for iPhone](#)

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Wednesday, December 20, 2017 9:48 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman; Boyd Johnson  
**Subject:** FW:  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** oliviamcelveen oliviamcelveen [mailto:olivia\_mcelveen@yahoo.com]  
**Sent:** Tuesday, December 19, 2017 8:45 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:**

My name is Olivia Culick . I am in full support of Marlin Quay's new building . I went , and still go every summer to have fun doing karaoke . The food is really good and my husband loves to take the fishing trips.

[Sent from Yahoo Mail for iPhone](#)

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Wednesday, December 20, 2017 9:49 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** card42188 [mailto:card42188@aol.com]  
**Sent:** Tuesday, December 19, 2017 8:20 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Marina

To Georgetown County,

I have been a patron of the Marlin Quay Marina for quite some time and cannot praise enough the ambiance of this establishment that has entrenched itself in the Murrels Inlet community. I work in law enforcement in the great State of South Carolina and tend to be captious in the establishments I choose to frequent; with this being said, I cannot think of another establishment in the Georgetown area that I feel more safe and secure. The Marlin Quay Marina atmosphere is suitable for all occasions from a romantic evening to a family dinner. Most know that the Myrtle Beach and Georgetown area can at times be frantic with tourism. Some businesses in the area can forget the the local community, the Marlin Quay Marina has raised the standard for other establishments. I fully support the Marlin Quay Marina and their efforts to construct a new establishment and to continue to be a part of the Murrels Inlet community.

With Regards,

Todd Ard

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Wednesday, December 20, 2017 9:51 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW:  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** Bridget Owens [mailto:bridgetariel67@gmail.com]  
**Sent:** Tuesday, December 19, 2017 7:17 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:**

Dear Planning Commission,  
The Marlin Quay Restaurant and ship store are a vital part to the Garden City and Murrells Inlet Economy and Tourism. I have met people from Ohio, Maryland and other states that come to visit Marlin Quay every year and has been disappointed the new restaurant and store have been stopped from being built.  
We need this building  
Bridget Owens

## Tiffany Coleman

---

**From:** CWILLIAMS037@SC.RR.COM  
**Sent:** Wednesday, December 20, 2017 1:26 PM  
**To:** Tiffany Coleman  
**Subject:** 1508 S Waccamaw Dr. Murrells Inlet Case AMPD11-17193693

To Georgetown Planning Commission

I am strongly opposed to the building proposed for this location. I am a resident of Marlin Quay. The business proposed, a bar, does not blend with the area. This area is family oriented and a bar is not suitable.

I am not sure that there is even enough parking space to support the proposed business. Also the noise level from a bar would be a constant nuisance with calls being made to the police because of the noise level. The building would diminish the view that Marlin Quay residents enjoy. The value of the properties will be greatly reduced, resulting in less property taxes.

Waccamaw Dr. can not handle the increase in traffic.

The area as a whole will be negatively impacted.

Sincerely

Pamela Williams

## Tiffany Coleman

---

**From:** Chris Sanders <csand54@hotmail.com>  
**Sent:** Wednesday, December 20, 2017 2:01 PM  
**To:** Constance Lowery; Tiffany Coleman  
**Cc:** 101; atimmons@southatlanticbank.com; 104; 105; 106; 201; 202; 203; 204; 206; 301; 302; 303; 304; 305; 306; 401; Kathy (kathleen) Greiner; 404; 405; Larry Collins; Ed Norris; 503; 504; 505; Carolyn Bryant; Nancy Gardner; 507  
**Subject:** Re: Planning Commission Public Hearing, 12/21/17, Public Comments

Mr. Coleman,

I have owned my unit at Marlin Quay for 24 years. It was our understanding that Mr. Lawhon intended to build a new marina store/bar to the original square footage (heated) that he originally had. I drove to Georgetown to see the plan but did not know that the "minor" changes were to follow which resulted in a legal battle with Gulfstream restaurant. Now, Mr. Lawhon has no recourse but to try to build this large building on the small amount of property adjacent to Marlin Quay.

I am concerned for several reasons. The proposed building of this size will block all of the existing views of the inlet. I can assure you that it is the view of the inlet and sunset that we have enjoyed for 24 years year round. In addition, there will be very little sun to reflect on our pool as well as inside our condos. The proposed outdoor bar seating is sure to draw a large crowd which presents an already compromised parking situation as well as noise from bar patrons. It has always been so peaceful and quiet here at night on this family beach.

The marina bar and store was built many years ago for the "leisure" of the Marlin Quay homeowners and slipowners. Many homeowners patronized the Marina store and bar over the years as well as locals from the beach side of the inlet.

I can only imagine how a building of this magnitude will affect our property values. We just retired to Marlin Quay. If we had desired to live next door to a large bar, we would have moved to Murrells Inlet!

Sincerely,

Chris Sanders  
Unit 102 Marlin Quay

**oFrom:** Constance Lowery <ithdolldoc@hotmail.com>  
**Sent:** Saturday, December 16, 2017 7:52 PM  
**To:** tcoleman@gtcounty.org  
**Cc:** 101; 102; atimmons@southatlanticbank.com; 104; 105; 106; 201; 202; 203; 204; 206; 301; 302; 303; 304; 305; 306; 401; Kathy (kathleen) Greiner; 404; 405; Larry Collins; Ed Norris; 503; 504; 505; Carolyn Bryant; Nancy Gardner; 507  
**Subject:** Planning Commission Public Hearing, 12/21/17, Public Comments

Dear Mr. Coleman:

December 20, 2017

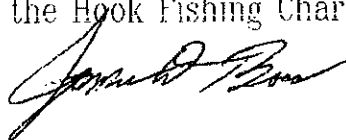
To Whom It May Concern:

My name is James D. Bass, and I am the owner and operator of On the Hook Fishing Charter. I charter my boat for many people from all over the states to enjoy fishing excursions. My boat is docked year round at Marlin Quay Marina. In my opinion, the marina that was demolished needed upgrading for quite sometime. The previous building was insufficient as far as occupancy. More space is needed for a more casual environment to suit all of the customers. Most people want a place to relax, shop for bait and tackle, and enjoy themselves before heading off to their destinations. I definitely believe that a new marina would be beneficial to all businesses and will make a great change for the communities surrounding the area.

Thank you for your time.

James D. Bass

On the Hook Fishing Charter

A handwritten signature in black ink, appearing to read "James D. Bass", written over the printed name.



## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Wednesday, December 20, 2017 3:30 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Hearing

---

**From:** Boyd Johnson  
**Sent:** Wednesday, December 20, 2017 3:27 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** FW: Marlin Quay Hearing

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
[bjohnson@gtcounty.org](mailto:bjohnson@gtcounty.org)

---

**From:** jackie haddad [<mailto:jackieh.1@sbcglobal.net>]  
**Sent:** Wednesday, December 20, 2017 3:09 PM  
**To:** Boyd Johnson <[bjohnson@gtcounty.org](mailto:bjohnson@gtcounty.org)>  
**Subject:** Marlin Quay Hearing

Dear Sir/ Madame,

I am sending this letter of support of Marlin Quay. My family frequently visits this local treasure. We are gratified that its owners have indicated investing in improvements that will enhance the neighborhood. Other owners, instead of following their lead, have adopted the position of obstructionists. The obvious strategy of financially bleeding the Marina owners with litigation and implementing the filing only after Marlin Quay has torn down its existing structure, also underscores the complete disregard for the needed aesthetic enhancement of our community.

We are not just talking about an improvement but also the reality that this upgraded edition will employ additional tax paying employees, along with the expected property tax increase. The new bulkheads are a testament to the commitment of the owner to invest in the future of Georgetown County.

This lawsuit remaining alive so long has soured a lot of residents and covertly caused potential investors to think long and hard about doing business in our county. Nobody wants to be blindsided by the potential of frivolous litigation.

For the sake of the image of the County, your residents, and what is just, please bring this situation to its logical conclusion today. Please take a stand on the side of the Marlin Quay Marina.

Phil Haddad

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Wednesday, December 20, 2017 3:30 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

---

**From:** Boyd Johnson  
**Sent:** Wednesday, December 20, 2017 3:28 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** FW: Marlin Quay Marina

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
[bjohnson@gtcounty.org](mailto:bjohnson@gtcounty.org)

---

**From:** Doug Jones [<mailto:DougSaltPlace@twc.com>]  
**Sent:** Wednesday, December 20, 2017 2:03 PM  
**To:** Boyd Johnson <[bjohnson@gtcounty.org](mailto:bjohnson@gtcounty.org)>  
**Subject:** Marlin Quay Marina

Please let them get this place built and help us get our part of the grand strand back to normal. Missing having our family meals and good times at the Quay.  
I've kept a boat at the marina over the years and nothing feels the same having a double wide there and missing out on some great community gathering.

GulfStream is a tourist trap with 8 menu items and fine for another option - but Marlin Quay is home!

Doug

Doug Jones  
[DougSaltPlace@twc.com](mailto:DougSaltPlace@twc.com)  
717.572.6930



Simon B. Bloom  
sbloom@bloom-sugarman.com  
404.577.7710

December 20, 2017

**VIA HAND DELIVERY**  
**& VIA EMAIL – tcoleman@gtcounty.org**

Georgetown County Planning Commission  
129 Screven Street  
Georgetown, SC 29442

Re: 1508 South Waccamaw Drive, Murrells Inlet  
Case Number: AMPD 11-17-193693

Dear Sirs and Madams:

**Introduction**

The Gulfstream Café, Inc. submits the following opposition to Palmetto Industrial Development, LLC's Application for a Major Change to the Marlin Quay Marina PUD. The application should be denied for the following reasons. Palmetto has not provided proper notice to a large number of affected property owners, which makes Palmetto's application invalid. Additionally, Palmetto's proposed development will violate Georgetown County Zoning Ordinance provisions related to parking requirements. Palmetto's proposed development also exceeds the building height and square footage permitted at Marlin Quay. Further, Palmetto's proposed development constitutes a more intense use of the Marlin Quay PUD than is acceptable at this location. Finally, Palmetto's proposed development will interfere with Gulfstream's easement rights and any construction by Palmetto will violate a Court order. For these reasons, the Georgetown County Planning Commission should not recommend approval of the application.

**Discussion**

The Georgetown County Zoning Ordinance treats a major change to a PUD as an amendment to the zoning ordinance, and all major changes must satisfy the requirements for an amendment. (Zoning Ordinance § 619.302). The Zoning Ordinance may only be amended when "the public necessity, convenience, general welfare, or good zoning practice justifies the action." (Zoning Ordinance § 1701). The

major change request must follow the amendment procedures set forth in Section 1702 of the Zoning Ordinance, including providing required documents to the Planning Commission and providing proper notice to affected property owners.

The Planning Commission should recommend denial of Palmetto's application because that application does not meet the requirements for an amendment to the Zoning Ordinance. As set forth below, Palmetto's application contains procedural defects that render it invalid. Additionally, Palmetto's application is substantively deficient because the proposed development would violate the Zoning Ordinance, exceed the limitations contained in the Marlin Quay PUD, increase the intensity of use at Marlin Quay, violate a Court order, and interfere with Gulfstream's easement.

**A. Procedural Defects in Palmetto's Application**

**1. Palmetto Failed to Provide Notice of the Requested Major Change to the Vast Majority of Surrounding Property Owners.**

Palmetto did not notify property owners in the area directly impacted. The Zoning Ordinance requires Palmetto to send letters to each property owner within 400 feet of the subject property containing certain information regarding the requested major change. (Zoning Ordinance § 1702.206). There are more than 300 property owners within this 400-foot radius, including multiple condominium complexes. The map Palmetto submitted with the major change application confirms this. But Palmetto's own application indicates that it only provided notice to 23 property owners, three of whom are Palmetto itself. The planning staff report states that only 19 property owners were notified.

Further, Section 1702.206 requires Palmetto to submit the letters it sent to nearby property owners as part of the application. Palmetto's application contains no copies of letters, which makes it impossible to determine what information Palmetto actually disclosed.

It is clear that hundreds of property owners, including many if not all of the condominium residents adjacent to Palmetto's property, have been left in the dark. The Planning Commission should not consider Palmetto's request for a major change until proper notice has been provided to all property owners within 400 feet of the property.

**B. Substantive Defects in Palmetto's Application.**

**1. Palmetto's Proposed Development Violates Georgetown County Parking Requirements.**

Palmetto's proposed development would violate the Zoning Ordinance because it does not contain sufficient parking. Section 1102.1 of the Georgetown County Zoning Ordinance provides minimum requirements for off-street parking. Planning staff has

determined that Palmetto's proposed development would require 51 parking spaces. Staff has determined that there are 60 available spots in the parking lot adjacent to Palmetto's proposed building.

Critically, the planning staff analysis ignores the other uses of the parking lot. Palmetto does not have the exclusive rights to park cars in that lot. The Marlin Quay Marina possesses a perpetual easement to use the parking lot. The Marina has 67 boat slips. Section 1102.1 requires one parking space per every three slips, meaning that the Marina requires 22 parking spots. Additionally, Gulfstream has a perpetual easement to use the parking lot. Gulfstream is a 5,000 square foot restaurant that is required to have 47 parking spaces under Section 1102.1. Collectively, Palmetto's proposed building, the Marina, and Gulfstream require 103 parking spaces,<sup>1</sup> 43 more than are available.

Section 1102.3 contains requirements for shared parking lots, but that section only allows reductions in required parking where occupancies occur at different times. Here, Palmetto's proposed building would contain a restaurant that is open during the evening hours, the same hours that Gulfstream operates. Accordingly, the Georgetown County Zoning Ordinance does not permit a reduction in the required parking spaces.

Historically, Gulfstream, the Marina, and the prior Ship's Store and Snack Bar were able to share the parking lot because Gulfstream and the Snack Bar were open at different times. The Snack Bar was much smaller than Palmetto's proposed development and was generally open during the day. Palmetto intends to upset this balance by operating its proposed restaurant during the evening.

The planning staff has erred by analyzing Palmetto's parking requirements in a vacuum and ignoring the other, existing uses of the parking lot. The reality is that the Marlin Quay PUD does not have enough parking spaces to support Palmetto's large redevelopment in addition to Gulfstream Café and Marlin Quay Marina. Palmetto's proposed building will violate Georgetown County Zoning Ordinance parking requirements, and the Planning Commission should recommend denial of Palmetto's application.

## **2. Palmetto's Proposed Development Exceeds the Square Footage and Maximum Height Allowed by the PUD.**

The planning Staff report states that Palmetto's proposed building is the same size as the Snack Bar that was demolished in 2016. The staff is incorrect. The Snack Bar contained 4,600 square feet, and this calculation included both enclosed space and unenclosed deck space. By the staff's own calculations, Palmetto's new development would contain 4,598 square feet of enclosed space and 3,112 feet of "outdoor eating"

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<sup>1</sup> The total required parking for all three occupants would be 120 spaces, but Gulfstream has 17 parking spaces on its property.

space.<sup>2</sup> When comparing apples to apples and using the staff's own calculations, Palmetto is seeking to replace a 4,600 square foot building with a 7,620 square foot building.<sup>3</sup>

Palmetto's proposed development greatly exceeds the square footage requirements of the Marlin Quay PUD. Nothing in the PUD permits Palmetto to build a 7,610 square foot building. In fact, the PUD documents contemplate only a 1,200 square foot marina store in the location where Palmetto intends to construct the proposed development. The Planning Commission should recommend denial of this building that grossly exceeds the maximum square footage allowed by the PUD.

The planning staff reports also states that Palmetto's proposed building complies with the 45 foot height limit in Marlin Quay. This is incorrect. Palmetto's plans clearly indicate that the maximum roof height of the building would be 52 feet. The Planning Commission should recommend denial of this building that exceeds the maximum height allowed by the PUD.

### **3. Palmetto's Proposed Building Would Increase the Intensity of Land Use in the Marlin Quay PUD.**

Palmetto's proposed major change offends notions of necessity, convenience, general welfare and good zoning practices because it would substantially increase the intensity of land use at Marlin Quay. The Georgetown County Zoning Ordinance section 619.3023 defines intensity as:

[T]he degree of the negative impacts on the environment and neighboring land uses. Impacts of intensity include, but are not limited to, greater impervious surface coverage, reduced open space, increased bulk and height of buildings, increased traffic with associated noise and congestion, signs and exterior lighting visible from neighboring property.

Palmetto's proposed development would increase the intensity of land use in the PUD by increasing the bulk and height of buildings at Marlin Quay, increasing the number of restaurant seats, and increasing traffic in the area.

As discussed above, Palmetto seeks to build a 52-foot tall building with between 7,610 and 8,500 square feet. That building would replace the Snack Bar which was 1.5 stories, and contained 4,600 square feet, including both enclosed and unenclosed space. There is accordingly no question that the intensity of land use in the Marlin Quay area will greatly increase.

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<sup>2</sup> It appears that the staff may have incorrectly calculated square footage for the new development. The building permit that Palmetto obtained in September 2017 lists a 8,500 square foot building, which is substantially larger than the staff's calculations.

<sup>3</sup> Palmetto's architect, Steve Goggans, has acknowledged that Palmetto's proposed building is much larger than the Snack Bar.

Additionally, Palmetto plans to build a full-service restaurant that contains 5,003 square feet (1,891 interior square feet and 3,112 feet of “outdoor eating”) and at least 175 seats, with potential additional seating on outside decks. This full-service restaurant would replace the Snack Bar, which had less than 2,000 square feet and approximately 70 seats. The Snack Bar did not contain a full, commercial kitchen, and it was not open during the evenings. By moving from a 2,000 square foot, 70-seat snack bar to a 5,000 square foot, 175+ seat full-service restaurant, Palmetto’s proposed development would increase the intensity of land use at Marlin Quay.

Further, Palmetto’s proposed development would significantly increase traffic volume at Marlin Quay. Palmetto’s restaurant would be much larger than the Snack Bar, would be open during the evening, and would cater to people arriving by car. These factors would clearly increase the vehicular traffic in the Marlin Quay area, which already experiences significant congestion during the summer months. The traffic problems would be made worse by the fact that there is only one road in and out of Marlin Quay.

Planning staff has not considered the increase in intensity of use associated with Palmetto’s proposed development. It is clear that increased building height, increased restaurant size, and increased traffic all qualify as intensity impacts under Section 619.3023. There is no basis for increasing the intensity of use at Marlin Quay, and the Planning Commission should recommend denial of Palmetto’s application. At a minimum, the Planning Commission should defer consideration of the application to evaluate the intensity impacts.

#### **4. Palmetto’s Proposed Redevelopment Interferes with Gulfstream’s Easement and Would Violate a Court Order.**

Palmetto’s application acknowledges that Gulfstream possesses an easement for parking. Palmetto’s proposed building would cover a portion of the parking lot and interfere with Gulfstream’s perpetual easement.<sup>4</sup> The scope of Gulfstream’s easement is currently the subject of litigation between Palmetto and Gulfstream. Gulfstream’s easement and the pending lawsuit support a denial of Palmetto’s application.

First, Court has entered an injunction that prohibits Palmetto from interfering with the easement.<sup>5</sup> The Court has already held Palmetto in contempt for violating the injunction. Any attempt by Palmetto to construct the building would represent further contempt of the Court’s order.

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<sup>4</sup> A rendering of the portion of the easement affected by Palmetto’s proposed redevelopment is attached to this letter.

<sup>5</sup> A copy of the injunction entered by Judge Culbertson is attached to this letter.



Second, the proposed development by Palmetto sits directly on top of Gulfstream's easement. Palmetto's development would interfere with and encroach on Gulfstream's easement both during construction and after completion.

Third, if Georgetown County approves Palmetto's major change request, that approval would violate Gulfstream's constitutional rights and constitute a taking without compensation. In this scenario, Gulfstream would be permitted to seek damages for this taking.<sup>6</sup>

Fourth, if Gulfstream prevails in the Court case, the Court would permanently bar Palmetto from pursuing its present redevelopment. Palmetto would then have to submit totally new plans to the Planning Commission for approval.

It does not constitute good zoning practices for the Planning Commission to approve Palmetto's requested change to the Marlin Quay PUD. Instead, Palmetto's plans would violate a Court order and interfere with Gulfstream's easement, and approval by the County would constitute an unconstitutional taking. Accordingly, the Planning Commission should recommend denial of Palmetto's application.

**5. Planning Staff Concerns can be Addressed with a Different Design from Palmetto.**

The planning staff analysis recommended approval of Palmetto's proposed development based on two factors: constructing a building that meets flood zone requirements; and constructing a building that sits exclusively on Palmetto's property. While these may be valid concerns, they do not support approval of Palmetto's proposed development. It is possible for Palmetto to design a building on the portion of its property that is not part of the Gulfstream easement that meets flood zone requirements. But the current proposal is defective because it would:

- Violate Zoning Ordinance requirements related to parking;
- Exceed the restrictions contained in the Marlin Quay PUD;
- Increase the intensity of land use in Marlin Quay; and
- Interfere with Gulfstream's easement both during construction and after completion.

The Planning Commission should recommend that Palmetto go back to the drawing board to design a building that addresses the staff's concerns but does not violate the Ordinance, exceed the PUD limitations, violate a Court order, or interfere with Gulfstream's easement.

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<sup>6</sup> Gulfstream has attached a constitutional notice notifying the Planning Commission and Georgetown County of Gulfstream's intent to seek redress for any constitutional violations.

Georgetown County Planning Commission  
December 20, 2017  
Page 7

Sincerely,



Simon H. Bloom

Enclosures

Yellow - Property Subject to Gulfstream's Easement  
 Red - Footprint of Prior Marina Store/ Snack Bar  
 Orange - Portion of Proposed Building Encroaching  
 on Gulfstream's Easement

MARLIN  
 QUAY  
 RESTAURANT  
 & STORE

PROJECT ADDRESS  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT ARCHITECT  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT ENGINEER  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT CONTRACTOR  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT OWNER  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT DATE  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT NO.  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT SHEET  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT SCALE  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT DRAWN BY  
 1000 MARLIN QUAY  
 GULFSTREAM, MS 39503

PROJECT CHECKED BY  
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PROJECT APPROVED BY  
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PROJECT SEAL  
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PROJECT NO.  
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 GULFSTREAM, MS 39503

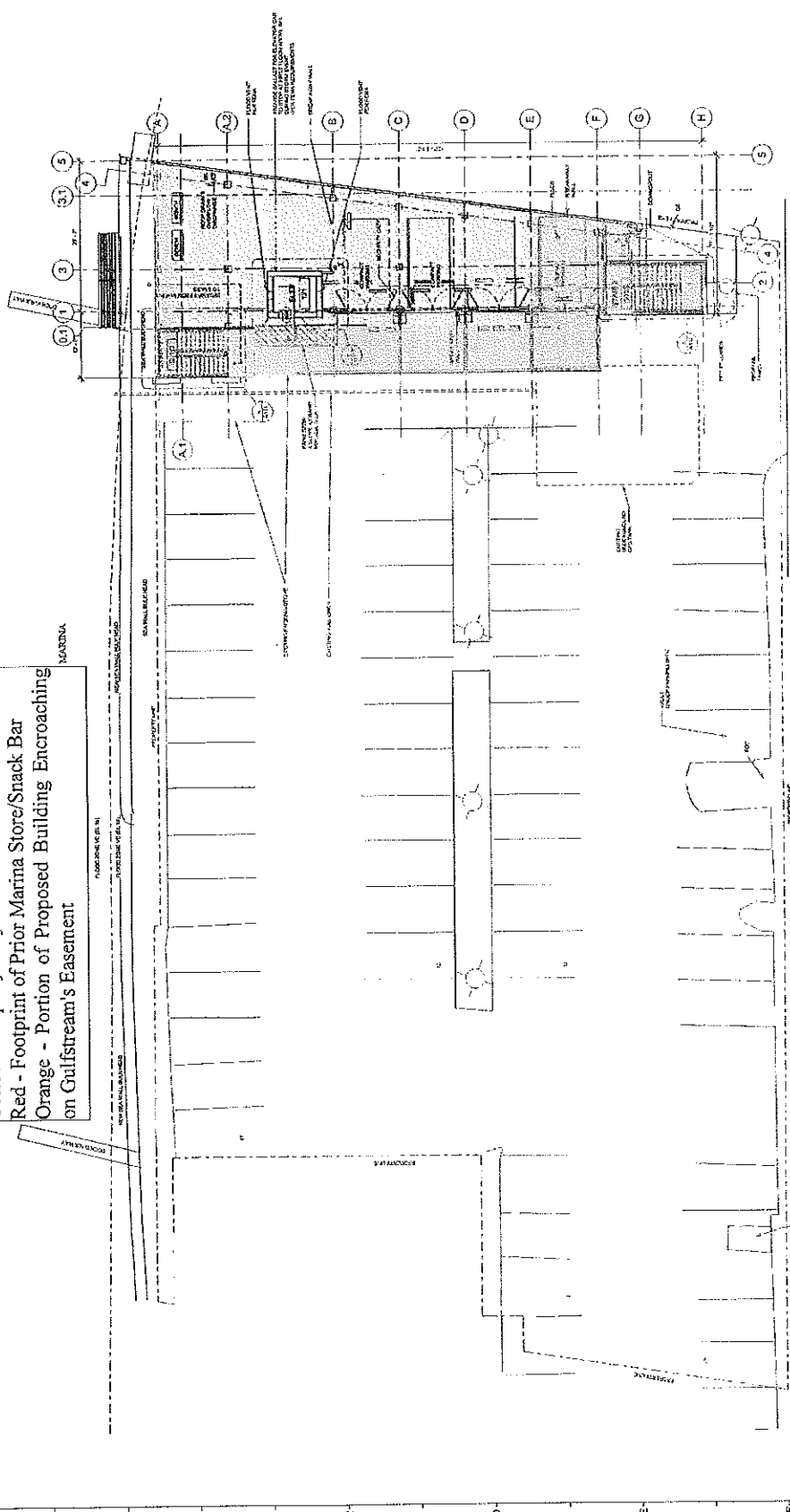
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 GULFSTREAM, MS 39503



1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE OF THE PROPERTY LINE UNLESS OTHERWISE NOTED.
2. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GULFSTREAM, MISSISSIPPI ZONING ORDINANCES.
3. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GULFSTREAM, MISSISSIPPI SUBDIVISION MAP ACT.
4. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GULFSTREAM, MISSISSIPPI SUBDIVISION MAP ACT.
5. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GULFSTREAM, MISSISSIPPI SUBDIVISION MAP ACT.
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16. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GULFSTREAM, MISSISSIPPI SUBDIVISION MAP ACT.
17. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GULFSTREAM, MISSISSIPPI SUBDIVISION MAP ACT.

PERMIT NO.	DATE	APPROVED BY	SEAL
AS101	10/1/2011	[Signature]	[Seal]

AS101

C:\THE CITY

MISSISSIPPI

COUNTY, CALHOUN

2

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4

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6

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	Civil Action No. 2016-CP-22-00961
	)	
The Gulfstream Café, Inc.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	AMENDED ORDER GRANTING
	)	TEMPORARY INJUNCTION
J. Mark Lawhon, Individually, and	)	
Palmetto Industrial Development LLC,	)	
	)	
Defendants.	)	
_____	)	

**THIS MATTER** was before the Court on December 5, 2016, upon Plaintiff The Gulfstream Café, Inc.’s Motion for a Temporary Injunction. At the hearing, Plaintiff The Gulfstream Café, Inc. (hereafter “Plaintiff”) was represented by George W. Redman, III, Esquire, and Holly M. Lusk, Esquire, of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A. Defendants J. Mark Lawhon, Individually, and Palmetto Industrial Development LLC (hereafter “Defendants”) were represented by Henrietta U. Golding, Esquire, of The McNair Law Firm. The record before the Court included Plaintiff’s Verified Complaint with Exhibits, Memoranda of the Parties with Exhibits, the Affidavits of Linda Barnaba and Jef Kirk on behalf of Plaintiff, as well as the Affidavits of Mark Lawhon and Chris Lawhon on behalf of Defendants.

After the careful consideration of this Matter, the record before the Court, argument of counsel, and in the interest of equity, this Court finds and concludes that Plaintiff’s Motion should be and hereby is **GRANTED, WITH CONDITIONS**, as more fully set forth below.

### **PROCEDURAL HISTORY**

The Gulfstream Café, Inc. filed its Verified Complaint in this Action on November 16, 2016 asserting causes of action against Defendants for: (1) Intentional Interference with Easement Rights, (2) Trespass and Nuisance, and (3) Forcible Entry and Detainer. Plaintiff also filed a Motion for a Temporary Restraining Order seeking immediate injunctive relief pursuant to Rule 65 of the South Carolina Civil Procedure, a Memorandum in Support of Motion for a Temporary Restraining Order, and deposited Bond with the Clerk of Court in the amount of \$250.00. On November 17, 2016, at 9:30 A.M., this Honorable Court entered its Order granting Plaintiff's Motion for a Temporary Restraining Order, providing:

Defendants...and any and all individuals, entities, contractors or others acting in concert with Defendants, are hereby enjoined and prohibited from, inter alia, taking any actions whatsoever which would in any way interfere with Plaintiff's perpetual easement rights to use their Parking Lot, including but not limited to, immediately stopping and enjoining Defendants from obstructing the Parking Lot via fencing, signage, or placing any materials whatsoever on any portion of the Parking Lot, or in any other way whatsoever obstructing the Parking Lot in any way.

On November 23, 2016, the Court entered an Order extending the a Temporary Restraining Order until the hearing on Plaintiff's Motion for Temporary Injunction.

### **BRIEF STATEMENT OF FACTS**

Plaintiff has owned and operated a restaurant known as The Gulfstream Café ("Gulfstream Café"), located in Murrells Inlet, South Carolina since 1986. The real property adjoining Gulfstream Café is part of a Planned Unit Development generally referred to as the Marlin Quay Marina. Through a series of conveyances of the Parking Lot adjoining Plaintiff's restaurant, Plaintiff was expressly granted a series of perpetual easements for the use of the Parking Lot. The recorded perpetual easement attached to Plaintiff's Verified Complaint and Memorandum in Support of the Motion expressly states:



[A] non-exclusive perpetual easement appurtenant to the premises of the Grantee hereinafter described for the full and free right of ingress and egress on, over and across the following described property of the Grantor, together with the rights of vehicular parking on and vehicular and pedestrian access to, all in accordance with all governmental rules, regulations, ordinances or laws, the premises of the Grantor hereinafter described, and also for the purpose of maintenance, repair, alteration and/or improvements to the [Gulfstream Café's] hereinafter described property. It is anticipated by the parties that while they will each have joint and non-exclusive use at all times of the area covered by this easement that the Grantor will utilize the premises primarily during the daytime regular business hours of Grantor and the [Gulfstream Café] will utilize the premises primarily in the evening regular business hours of [the Gulfstream Café].

\*\*\*\*

A non-exclusive right of ingress, egress and vehicular parking over, across ... Lots 3, 4, and 5 of Tract 3 on that certain Plat entitled Survey of Marlin Quay Marina Horizontal Property Regime, Garden City Point, prepared by Surtech, Inc. dated May 21, 1985, revised November 27, 1985, and recorded in the office of the Clerk of Court for Georgetown County in Plat Book 6 at Page 214, said plat being expressly incorporated herein by reference.

In August 2014, Defendant Palmetto purchased portions of the Marlin Quay Marina, including the Parking Lot, subject to Plaintiff's perpetual easement rights of record. In November 2016, Defendants initiated a construction project demolishing an existing building (hereinafter, the "Marina Building"), and installing a fence that the Plaintiff alleges blocked Plaintiff's access to the Parking Lot. Other construction containers and materials were placed directly upon the Parking Lot as well. Plaintiff alleges that at no time prior to the initiation of the construction activities was it notified that construction activities would block access to the Parking Lot, nor provided any written construction plans or details. Defendants allege that Plaintiff was informed about the construction, that the Plaintiff consented to the use of the Parking Lot, and waited to bring this Action until after the Marina Building was demolished. After the a Temporary Restraining Order was served upon Defendants on November 18, 2016, Defendants removed the fence blocking Plaintiff's access to and use of the Parking Lot.

Defendants have a permit from Georgetown County to: (1) demolish the Marina Building, and (2) to install pilings into the Parking Lot that potentially would be used to support the new building. At the time of the December 5, 2016 hearing, the Defendants did not have a building permit to build the new building. Defendant's construction plans were made available to Counsel for Plaintiff on Tuesday, November 22, 2016.

According to Plaintiff, Defendant's plans indicate that a new building would be placed over the Parking Lot. Plaintiff alleges the proposed construction would significantly, if not completely, block the Parking Lot. Plaintiff also asserts that the finished building would impermissibly encroach upon, interfere with, and overburden its easement rights, as well as impermissibly and prejudicially reconfigure the Parking Lot contrary to the configuration depicted in the plat publicly recorded with the Clerk of Court for Georgetown County in Plat Book 6 at Page 214, as said plat was expressly incorporated by reference.

### **LEGAL STANDARD**

"A plaintiff's entitlement to an injunction requires the complaint to allege facts sufficient to constitute a cause of action for an injunction while establishing that an injunction is reasonably necessary to protect the legal rights of the plaintiff during the litigation." *FOC Lawshe v. International Paper*, 352 S.C. 408, 416, 574 S.E.2d 228, 232 (Ct. App. 2002). A Plaintiff seeking a temporary injunction generally must demonstrate that it meets each of the three following criteria: (1) that absent the restraint, the Plaintiff may possibly suffer irreparable harm; (2) that the Plaintiff is likely to succeed on the merits of the action; and (3) that the Plaintiff has an inadequate remedy at law. *Id.* The court must review each of these factors, and balance them against the interests of the party being restrained. *LeFurgy v. Long Cove Club Owners Assn., Inc.*, 313 S.C. 555, 558, 443 S.E.2d 577, 578 (Ct. App. 1994). "The sole object of a temporary injunction is to preserve the subject of

controversy in the condition which it is at the time of the Order until opportunity is offered for full and deliberate investigation and to preserve the existing status during litigation.” *County Council of Charleston v. Felkel*, 244 S.C. 480, 483-84, 137 S.E.2d 577, 578 (1964).

# **1. Irreparable Harm**

A temporary injunction may be issued to protect property rights, including those acquired under an easement. *AJG Holdings, et al. v. Dunn*, 382 S.C. 43, 674 S.E.2d 505 (Ct. App. 2009)(Injunction issued to preserve rights under subdivision restrictive covenants where the ability to call police or money damages would not protect right to peaceable enjoyment); *See Id. Transcontinental*, 252 S.C. 478, 481, 167 S.E.2d 313, 315 (1969)(Temporary injunction prohibited construction over an easement); *Xanadu Horizontal Prop. Regime v. Ocean Walk Horizontal Prop. Regime*, 306 S.C. 170, 410 S.E.2d 580 (Ct. App. 1991)(Enjoining reconfiguration of non-exclusive parking easement as depicted on publicly recorded plat).

South Carolina courts also have held the potential loss of a business would constitute an irreparable harm. *Peek v. Spartanburg Regional Healthcare System*, 367 S.C. 450, 626 S.E.2d 34 (Ct. App. 2005). In *Peek*, the Plaintiff sought to protect her privilege to provide services to the Defendant hospital when the hospital contracted with another company to provide its own anesthesiologists. *Id.* Defendant hospital terminated Plaintiff when she failed to become employed by the new company. *Id.* Thereafter, Plaintiff filed a breach of contract action and moved for a restraining order to prevent her termination during the pendency of her case. *Id.* The trial court granted a temporary injunction, which the hospital appealed. *Id.* On appeal, the Court of Appeals upheld the temporary injunction, holding, in pertinent part:

Peek has lived and practiced anesthesiology for fourteen years. During this time Peek built a patient referral base, which fueled her professional practice. The loss of privileges at the Hospital would lead to the loss of her patient referral base, which would, in turn, lead to the loss of her professional practice. The complete loss of a professional practice can be an irreparable harm.

*Id.* at 455, 37.

Comparable to the *AJG Holdings*, *Transcontinental*, *Xanadu*, and *Peek* cases, Plaintiff presents sufficient facts that it could be irreparably harmed if a temporary injunction is not granted to prevent Defendants from blocking Plaintiff's access to its Parking Lot as per the recorded plat at Plat Book 6 at Page 214. Plaintiff has built a restaurant that has operated in the Murrells Inlet area for over thirty (30) years. Plaintiff's business is dependent upon its ability to provide convenient and safe access and parking for its staff, commercial vendors, and invitees. Defendants' construction upon the Parking Lot could interfere with Plaintiff's right to peaceably use its property rights without interruption, and could irreparably be detrimental to the operation and reputation of the Plaintiff's restaurant. Therefore, this Court finds and concludes that an injunction is proper to prevent irreparable harm to Plaintiff's business and property rights.

## 2. Likelihood of Success

In order to satisfy the Court's requirement that the Plaintiff demonstrate a likelihood of success on the merits of its claim, Plaintiff only needs to make a *prima facie* showing of entitlement to relief based upon the allegations set forth in its Verified Complaint. *Compton v. South Carolina Dept. of Corrections*, 392 S.C. 361, 366, 709 S.E.2d 639, 642 (2011). The South Carolina Supreme Court held that where an easement has been expressly granted, said grantor "must be held during the continuance of the easement to have abandoned every use of the land except such as might be made consistent with the reasonable enjoyment of the easement granted." *Faulkenberry v. Norfolk Southern Ry. Co.*, 349 S.C. 318, 325, 563 S.E.2d 644, 648 (2002)(citing *Marion County Lumber Co. v. Tilghman Lumber Co.*, 75 S.C. 220, 55 S.E. 337 (1906) (Dominant estate cannot materially

interfere with the use and enjoyment of a servient estate's easement)). The Verified Complaint alleges and attaches photographic evidence depicting Defendants' construction fence blocking access to the Parking Lot. Therefore, Plaintiff has demonstrated *prima facie* causes of action for intentional interference by Defendants with Plaintiff's Easement rights.

As to future construction and possible reconfiguration of the Parking Lot, Plaintiff's Easement expressly incorporates a plat with a depiction and configuration of the Parking Lot, which is recorded with Georgetown County records in Plat Book 6 at Page 214.—Accordingly, Plaintiff alleges that Defendants cannot constrain or narrow the boundaries of Plaintiff's easement. *Xanadu Horizontal Prop. Regime v. Ocean Walk Horizontal Prop. Regime*, 306 S.C. 170, 410 S.E.2d 580 (Ct. App. 1991)(Holding that where an easement references and incorporates a plat depicting an easement, said easement cannot be constrained to any degree).

Pursuant to the facts set forth on the record in this matter, Plaintiff has set forth *prima facie* causes of action for relief against Defendants and has a likelihood of success on the merits.

### 3. **No Adequate Remedy At Law**

An adequate remedy at law is one which “is certain, practical, complete, and efficient to attain the ends of justice and its administration as the remedy in equity.” *Nutt Corp. v. Howell Road, LLC*, 396 S.C. 323, 328, 721 S.E.2d 447, 450 (Ct. App. 2011). The South Carolina Supreme Court has held that temporary injunctions are proper when protecting property rights acquired under an easement. *AJG Holdings, et al. v. Dunn*, 382 S.C. 43, 674 S.E.2d 505 (Ct. App. 2009)(Injunction issued to preserve rights under subdivision restrictive covenants where the ability to call police or money damages would not protect right to peaceable enjoyment); *Transcontinental*, 252 S.C. at 481; *See also D.W. Alderman & Sons Co. v. Wilson*, 69 S.C. 156, 48 S.E. 85 (1904) (holding that where a plaintiff had an established right of way to real property, a temporary injunction, during the pendency of litigation, was proper to preserve the plaintiff's rights). Therefore, an injunction during

the pendency of this Action is appropriate to preserve Plaintiff's right to its easement.

Additionally, there is also no legal remedy to completely and sufficiently protect Plaintiff against the harm that would result to its longstanding business if Defendants resume blocking all access to the Parking Lot. As set forth above, the *Peek* Court specifically held, there is no adequate remedy for actions that will cause the loss of a business. *Peek*, 367 S.C. 450, 457, 626 S.E.2d 34, 38. If Defendants are permitted to resume and/or continue blocking Plaintiff's parking, Plaintiff's employees, vendors, and invitees will not be able to safely access the restaurant, and Plaintiff would therefore face the risk of the loss of its entire business during the pendency of this action. Here, as was the case in *Peek*, injunctive relief is a better remedy than monetary damages because it allows Plaintiff to remain in business as it has for thirty (30) years. *See Id.*

#### 4. Bond Requirement of Rule 65, SCRPC

Rule 65(c) of the *South Carolina Rules of Civil Procedure* provides, "no temporary injunction shall issue except upon the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained." On November 16, 2016, The Gulfstream Café, Inc. filed its Verified Complaint with a Motion for a Temporary Restraining Order and deposited Bond with the Clerk of Court in the amount of \$250.00. The Affidavits of Mark Lawhon and Chris Lawhon on behalf of Defendants both indicate that Plaintiff will lose \$180,000.00 if installation of the pilings is enjoined, and over \$4,000 per day if construction of the new building is enjoined. As a result, Defendants assert that if a Temporary Injunction is granted, Plaintiff should post a bond in the amount of \$2,000,000.00.

As of the hearing date, Defendants had a permit to demolish the Marina Store and to install pilings into the Parking Lot. While the Marina Store has been demolished, Plaintiff asserts the installation of pilings will interfere with Plaintiff's Easement rights both during construction and



after, as they may result in the elimination of parking spaces and require reconfiguration of the Parking Lot.

Counsel for Defendants asserted that installation of the pilings will not unreasonably interfere with Plaintiff's use of the Parking Lot in any respect because cars can park between them, and the installation of the pilings will only take four (4) days during which time only sixteen (16) parking spaces would be inaccessible. Defendants assert that the Parking Lot has sixty-one (61) parking spaces, and since this is not the Plaintiff's busy season, the use of sixteen (16) parking spaces for four (4) days will not materially or unreasonably interfere with the Plaintiff's non-exclusive easement rights.

### **CONCLUSION**

This Court finds and concludes Plaintiff will suffer irreparable harm should Defendants be allowed to interfere with Plaintiff's Easement rights during the pendency of this action. And therefore, it is **ORDERED, ADJUDGED, AND DECREED** that:

1. Defendants J. Mark Lawhon, Individually, Palmetto Industrial Development, LLC, and any and all others acting in concert with the aforementioned Defendants, are hereby temporarily restrained and enjoined from interfering with Plaintiff's perpetual easement rights to use the Parking Lot, which is the subject of this Action, provided however, Defendants shall have four (4) days to complete all construction work for which permits were issued prior to the commencement of this Action;
2. During the four (4) day construction period referenced in No. 1 hereinabove, Defendants shall not interfere with the use of more than sixteen (16) parking spaces covered under Plaintiff's easement;
3. Prior to construction, Defendants shall provide written notice to Plaintiff of the four (4) days when construction will be ongoing and identify the sixteen (16) parking spaces which may

be affected by the construction;

4. After the four (4) day construction period, Defendants are temporarily restrained and enjoined from interfering with any of Plaintiff's perpetual easement rights;
5. This temporary injunction is conditioned upon Plaintiff increasing the bond from the \$250.00 currently on with the Clerk of Court, and posting additional cash or surety with the Clerk of Court, to the amount of \$5,000.00;
6. Should Defendants obtain permits for the construction of its building, then Defendants may seek an increase of the bond posted by Plaintiff;
7. This temporary injunction shall remain in effect pending the trial of this case unless otherwise terminated or modified by Court Order; and,
8. Nothing contained in this Order shall have precedential value at the trial of this case. The grant of this temporary injunction is NOT a ruling that either party will ultimately prevail in this case.

**IT IS SO ORDERED** by this Court on December 5, 2016, notwithstanding the Court's failure to sign this order until August 24, 2017.

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Honorable Benjamin H. Culbertson  
Judge, Fifteenth Judicial Circuit

Georgetown, South Carolina

August 24, 2017.



Georgetown Common Pleas

**Case Caption:** Gulfstream Cafe Inc VS J Mark Lawhon , defendant, et al

**Case Number:** 2016CP2200961

**Type:** Order/Temporary Injunction

Presiding Circuit Judge

s/Benjamin H. Culbertson, Judge Code 2148



Simon H. Bloom  
sbloom@bloom-sugarman.com  
404.577.7710

December 20, 2017

**VIA HAND DELIVERY**

Georgetown County Planning Commission  
129 Screven Street  
Georgetown, SC 29440

Georgetown County Council  
716 Prince Street  
Georgetown, SC 29440

Re: Constitutional Notice

Dear Sirs and Madams:

I understand the Georgetown County Planning Commission is scheduled to consider the request of Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store and Restaurant (the "PUD Amendment") on December 21, 2017. Please accept this letter in order to preserve the rights of my client The Gulfstream Café, Inc. ("Gulfstream") in connection with property they own at 1536 S. Waccamaw Drive, Murrells Inlet, SC 29576 located within the Marlin Quay Planned Development.

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

Approval of the PUD Amendment would also be unconstitutional, illegal, null and void, constituting a taking of Gulfstream's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section III, and Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States, by denying Gulfstream an

economically viable use of its land while not substantially advancing legitimate state interests.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Simon H. Bloom', with a long horizontal flourish extending to the right.

Simon H. Bloom

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 9:02 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay New Facility

-----Original Message-----

From: Alex Hrycak [mailto:laxgoalie0212@aol.com]  
Sent: Wednesday, December 20, 2017 5:31 PM  
To: Holly Richardson <hrichardson@gtcounty.org>  
Subject: Marlin Quay New Facility

To whom it may concern:

My name is Alex Hrycak, and I am writing this letter regarding the current situation between the Gulf Stream Cafe and Marlin Quay Marina. To my knowledge, I understand that the Gulf Stream Cafe is against the improvements that their neighbor Marlin Quay Marina has planned and are doing what they can to stop the building of a new facility next door. I feel this is wrong. Marlin Quay Marina has been apart of Murrells Inlet and Garden City since the 60's while Gulf Stream Cafe is fairly new to the scene, being established in the mid 80's(1986). The previous statement speaks for itself and is just one reason why the Gulf Stream Cafe is in the wrong here.

I am a local charter captain in Murrells Inlet, and have frequently visited Marlin Quay Marina through out the past five years that I have lived in South Carolina. They have always been good to my clients, friends and myself no matter what the situation is. The building of Marlin Quay's new facility would not only benefit the community of Garden City, but all of Murrells Inlet as a whole. Its also a favorite tourist attraction for those visiting Garden City with much to offer like charter fishing, sunset cruises, water taxi, and much more. To limit this establishment to their current building(a portable) is not just wrong, but selfish and unjustifiable. It seems the Gulf Stream Cafe considers Marlin Quay Marina as a competitor that doesn't have the right to expand. All businesses should have the right to succeed and prosper. I cannot support the Gulf Stream Cafe's decision to hinder the process of successful business management and feel many others would agree. I hope you feel the same and will help put an end to what the Gulf Stream Cafe is trying to do.

Sincerely,

Capt. Alex Hrycak

(240)676-6982  
Laxgoalie0212@aol.com



## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 9:02 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

-----Original Message-----

From: James Lampi [mailto:jlampi32@gmail.com]  
Sent: Wednesday, December 20, 2017 5:50 PM  
To: Holly Richardson <hrichardson@gtcounty.org>  
Subject: Marlin Quay Marina

Hi Mr. Richardson

My family, friends, and I visit the Marlin Quay Marina throughout the entire year. We would love for the Marina to continue the growth with it's new planned facilities. The new facilities would attract and accommodate many existing and new families to come on and off the water. Not to mention the economic growth to the area from tourists, boat slip owners, and commercial fishermen. Thank you for the opportunity to express and voice our opinion.

Best Regards

James Lampi

Sent from my iPhone

December 20, 2017

To Whom It May Concern,

I have received knowledge of the upcoming court proceedings regarding the construction of Marlin Quay Marina. This marina has served many local families and tourists over the years. In particular, my family has enjoyed the amenities of the marina since I can remember. We know as individuals' time brings growth, and for a business growth brings re-construction.

In order for a business to continue to be successful, it does require changes to meet the demands of the evolving industry for local attractions. I have personally witnessed the increase in customers, events, and amenities since the new ownership of the marina in 2014. If the construction is allowed, this will benefit the economy in Murrells Inlet. It will allow for an increase in customers served, parking in the area, and a growth in the amenities offered at the marina. It will attract tourist to other areas of Murrells Inlet, other than that of the Marshwalk. As advertised, it is the only full service marina in Murrells Inlet. The marina offers boat docking, fuel, dining, a water-taxi to the Marshwalk, charters, and much more. However, they do need more space and an updated appearance to continue to grow. Many tourist vacation in this area, and need more establishments nearby for entertainment. Local families who have always enjoyed the marina continue to grow.

I do not feel the construction of this business will impact the current business of the Gulfstream Café. As the marina is a local favorite, so is the Gulfstream Café. Also, I truly believe it will bring additional customers for the Gulfstream Café to have an establishment nearby offering a variety of entertainment/amenities. I know many fishermen, tourists, and locals who dine at the restaurant, as it is convenient. While Marlin Quay does have dining, I have witnessed individuals support the Gulfstream that are enjoying other services at the marina.

As an area that flourishes on tourism during the summer months, we must support our local businesses. Support must come from one another, businesses and residents combined. Support must be financially, as well as supporting one another in growth. With the growth of one business, the growth of our economy occurs.

Sincerely,

The Tyner Family

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 9:06 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Rebuild

-----Original Message-----

**From:** Trey Tyner [mailto:trey21686@aol.com]  
**Sent:** Wednesday, December 20, 2017 10:58 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>; Boyd Johnson <bjohnson@gtcounty.org>  
**Subject:** Marlin Quay Rebuild

Hey my name is Trey Tyner and I would like to voice my opinion on the rebuild of the Marlin Quay Marina. I believe the rebuild of the marina would be a great opportunity for Murrells Inlet and surrounding areas. Not only would it create more jobs but also attract tourist to the area especially fisherman. During the summer months everyone is looking for great restaurants, nightlife, water sports, and family activities. Marlin Quay will bring all this to the table. I spend a great deal of time at Marlin Quay Marina and these are some of the most stand up people and create the most friendly environment for all ages especially for kids. By attracting new people this would also help the surrounding businesses as those people visit our area. That being said I would love to see the completion of the new facility and I can't wait to see the positive outcome they will bring to the town.

Thanks, Trey Tyner

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 9:07 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

-----Original Message-----

**From:** Julia Baldwin [mailto:jbaldwin0821@gmail.com]  
**Sent:** Wednesday, December 20, 2017 11:59 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Marina

To Whom It May Concern,

My family and I have been vacationing in our condo at Marlin Quay since they were constructed in the 80's. For years, the marina store has been our go-to for small needs and dining. I have spoken with the new owners of the store in my last few trips to Garden City. They are kind, hard-working individuals who have a vision for updating the marina. It is disappointing to see the delay in construction due to what we've been told are legal issues. I was given your contact information after inquiring about the progress again this evening. Simply put, we would like some resolution for when the store construction can be started. I am speaking on behalf of my family, both immediate and extended, who call unit 409 our home away from home. We are fully supportive of a new and improved marina store which will offer better service to both boating customers and condo owners. I don't think a new and bigger store will jeopardize any nearby businesses, such as the Gulf Stream Cafe. The fine-dining restaurant has maintained its charm and individuality over the years and I do not see the new store changing that. I do hope you can all come to an agreement and work out the kinks soon. We look forward to seeing the marina back in order with improvements. Thank you for your time.

Regards,  
Julia Ross

Sent from my iPhone

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 9:08 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay

**From:** Daniel Cannon [mailto:dcannon315@yahoo.com]  
**Sent:** Thursday, December 21, 2017 6:51 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay

To whom it may concern,  
I would like to express my support for marlin quay to be rebuilt.

Thank you

Daniel Cannon

[Sent from Yahoo Mail on Android](#)

## Tiffany Coleman

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**From:** Melvin Lawson <corvtestingray15@icloud.com>  
**Sent:** Thursday, December 21, 2017 9:01 AM  
**To:** Holly Richardson  
**Subject:** Gulfstream

I think this Cafe is a good addition to our community....

Sent from my iPhone



## Tiffany Coleman

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**From:** Matt Tyler <mnt@aikenbridges.com>  
**Sent:** Thursday, December 21, 2017 8:34 AM  
**To:** Holly Richardson  
**Subject:** Marlin Quay

Hello and good morning-

Please accept this letter in support of all efforts to rebuild the facilities at Marlin Quay as quickly as possible, especially the restaurant and store.

As a Georgetown County homeowner in this area (1860 Dolphin, approx 1/2 mile south of Marlin Quay), it is vital that the premises are reestablished, and I offer three reasons.

First, the community depends upon the store for local needs. It services many homes that simply don't want to have to drive a long distance and engage in the traffic tie ups (especially in summer) just for milk or a loaf of bread.

Second, the restaurant is not only important for locals, but tourist traffic as well. And it serves a market completely distinct from the existing Gulfstream Cafe. We will continue to dine at Gulfstream, but for more casual fare, and a different type of food offering, the Marlin Quay restaurant is appreciated by so many (including tourists who just want a burger/fries or such without a sit down meal). Certainly there is room for both the Marlin Quay restaurant and Gulfstream- they were neighbors before and both seemed to do well.

Third, as a boater (and as a safety measure) it is felt that having a full service marina with monitored VHF channels and the ability to receive/relay distress calls is an essential feature for South Garden City Beach, especially with the Marlin Quay location and ability to respond quickly to any emergent circumstance.

Please give them favorable consideration so that the marina, restaurant and store can be back in place as quickly as possible.

Thank you.

Matt Tyler

Sent from my iPhone

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## Tiffany Coleman

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**From:** queale@comcast.net  
**Sent:** Thursday, December 21, 2017 7:43 AM  
**To:** Holly Richardson  
**Subject:** Marlin Quay Restaurant

Good morning. I'm writing this in support of Marlin Quay and their plans for their restaurant. I have always enjoyed both the marina AND the gulf stream Cafe. The time and effort that has been put into the marina is much overdue and very good for the region and all who visit. There's a very real need for another restaurant and plenty of customers to go around. Please support their efforts. It's going to diversify an area that needs it. It will benefit the locals and surely be appreciated by all of our visitors. The "competition" that is going on is halting progress and clearly there is no hidden agenda. Marlin Quay is willing to spend a large amount of time, effort, and money on a project that is good for the entire region. Quite frankly, many of us were disappointed last season to see that it was halted. I urge you to look through the politics and help facilitate the completion of the restaurant. Please feel free to call me on my cell if it helps clarify my intent. I am very passionate about the topic and would be very willing to speak with you if it would help. 724-396-3624. Very sincerely, Bob Queale.

## Tiffany Coleman

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**From:** Keith Gossett <keithgossett@rocketmail.com>  
**Sent:** Thursday, December 21, 2017 8:51 AM  
**To:** Holly Richardson  
**Subject:** Marlin quay

I'm writing to you on behalf of Marlin Quay marina. The ongoing actions being taken by the Gulfstream restaurant I believe is becoming out of hand. I have been there from the beginning when the Lawhon's purchased the marina. The Gulfstream and them complimented each other in taking care of the public and what I seen had a good relationship. The Gulfstream now has taken that away and now has made a negative impact on what that location should be offering. I run a Charter business out of the marina and not only has it hurt me it has caused problems for the entire community. Marlin quay is a well know marina that people frequent. I'm there most everyday to see transients coming through to fuel up on their travels and wonder what happened to the facility. That is not good for us or the garden city area. Word of mouth goes a long way. I'm writing you to hope get past this nonsense and get things started to get back where they should be. Thanks for your time.

Keith Gossett

B

Sent from my iPhone

## Tiffany Coleman

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**From:** Jason Carrico <carricojd@gmail.com>  
**Sent:** Thursday, December 21, 2017 8:30 AM  
**To:** Holly Richardson  
**Subject:** Marlin Quay Marina

Hello,

I am writing as a concerned citizen and regular visitor to Garden City and Murrells Inlet. I am asking that you consider permitting the owners of Marlin Quay Marina to rebuild their ship store and restaurant. Marlin Quay is a very valuable resource to the outdoorsmen and fishermen in Murrells Inlet, as well as to the many charter captain's and their customers. It would greatly benefit the community to have a top notch facility at the marina, such as the owners are proposing. Again, please help the local community and economy by permitting this construction.

Very sincerely,

Jason Carrico

## **Tiffany Coleman**

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**From:** Tommy Jones <millstarrecords@gmail.com>  
**Sent:** Thursday, December 21, 2017 7:29 AM  
**To:** Holly Richardson  
**Subject:** Marlin Quay Marina

I'm writing this letter to support the rebuilding of the Marlin Quay Marina where my boat resides. I have a home in Murrells Inlet and this is very convenient location for me and my family. Please consider the rebuilding of this Marina as it has lots of fond memories for me and my family as well. Thank you in advance.

Tommy Jones  
Millstar entertainment / Outshyne  
843-601-9111

## Tiffany Coleman

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**From:** Kevin Sattelle <ksattelle@sc.rr.com>  
**Sent:** Thursday, December 21, 2017 8:49 AM  
**To:** Holly Richardson  
**Subject:** Marlin Quay Restaurant

Hello Mr Richardson,

I am writing on behalf of Marlin Quay. I own 2 ocean front homes in Garden City, one which we use personally and one that we rent. I am a business owner in the Inlet as well and we are down there often and practically live there in the summers. We have not only enjoyed the Marlin Quay restaurant ourselves on numerous occasions but we also recommend it to renters (who also comment on how much they enjoy it). We have waited all year for them to rebuild and it will be a shame if they are not allowed to. I am not certain of the details of the situation but personally I feel if the restaurant was there previously, then it should be allowed to rebuild and continue. We enjoy the Gulf Stream Cafe as well am I am not certain if this is more of a personal dispute between them or a county regulation issue but I ask that you PLEASE see if you can find a way for the Marlin Quay to rebuild.

Sincerely,

Kevin M Sattelle, MD



## Tiffany Coleman

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**From:** bbutler <bbutler@financeofamerica.com>  
**Sent:** Thursday, December 21, 2017 8:26 AM  
**To:** Holly Richardson  
**Subject:** Marlin Quay

I totally support the rebuilding of the restaurant and store .  
We were there this past summer ! It is a great complex. Any upgrades with make it so much more attractive.  
Please consider allowing this to occur.  
God Bless

Sent via the Samsung Galaxy S7 edge, an AT&T 4G LTE smartphone

### Disclaimer

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## **Tiffany Coleman**

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**From:** Brian Hicks <brianhicks54@gmail.com>  
**Sent:** Thursday, December 21, 2017 7:14 AM  
**To:** Holly Richardson  
**Subject:** Marlin Quay Marine

Marlin Quay Marine has been a very important part of Murrells Inlet for as long as I can remember, I grew up here and this place is very vital to the inlet. I strongly believe that denying them the right and Bill back will hurting Inlet in the long term

This is good people and a good place good family-oriented and it needs to be rebuilt.

## Tiffany Coleman

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**From:** wallacejordan2@gmail.com  
**Sent:** Thursday, December 21, 2017 8:46 AM  
**To:** Holly Richardson  
**Subject:** Marlin quay

My understanding is that the board will consider the marlin quay project this evening. Please allow the project to go forward. Marlin quay marina is a long standing business that myself and my family enjoy and much desire to continue to enjoy.

Thanks,  
Wallace "jay" Jordan

Sent from my iPhone

## Tiffany Coleman

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**From:** David Hearl <dhearl@yahoo.com>  
**Sent:** Thursday, December 21, 2017 8:05 AM  
**To:** Holly Richardson  
**Subject:** Marlin Quay

Marlin Quay Marina is a great asset for Georgetown County and South Carolina. Please allow the owners to continue to improve the property for all boaters and residents to enjoy.

David Hearl

## Tiffany Coleman

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**From:** Larry Adams <jadama2013@gmail.com>  
**Sent:** Thursday, December 21, 2017 7:09 AM  
**To:** Holly Richardson  
**Subject:** Marlin Quay

Mr. Richardson,

I have a home in Garden City and I'm writing in support of the rebuilding of the Marlin Quay Marina building. Not allowing the rebuilding of this building would be a blow to the community.

Larry Adams  
843.495.0483

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 9:11 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Restaurant and Store

-----Original Message-----

**From:** Mark Bauman [mailto:markbauman98@gmail.com]  
**Sent:** Thursday, December 21, 2017 9:07 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Restaurant and Store

Dear Sir: I am writing you in support of the Marlin Quay's effort to build a restaurant and store at the marina. I believe this would provide an economic boon for the area, its residents and visitors. It would provide jobs and act as a destination for tourists as well. Please reconsider your decision to impede growth for the area. Mark Bauman

Sent from my iPhone

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 9:34 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Restaurant rebuilding request

**From:** jsattele [mailto:jsattele@aol.com]  
**Sent:** Thursday, December 21, 2017 9:27 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Restaurant rebuilding request

PLEASE allow us to rebuild Marlin Quay Restaurant as you promised. Marlin Quay was my all time favorite restaurant.

Thank you, kindly, for keeping your word.

Blessings! :)Janice Sattele

Sent from my T-Mobile 4G LTE Device



## Tiffany Coleman

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**From:** Donna King <donnabking@earthlink.net>  
**Sent:** Thursday, December 21, 2017 9:35 AM  
**To:** Tiffany Coleman  
**Subject:** Planning Commission Meeting- Marlin Quay Development  
**Attachments:** Georgetown County Planning Commission.docx

Mr or Mrs. Coleman ,

I am the Secretary and Treasurer of A Place at the Beach Ocean Front II HOA Board. The Board of Directors does have a concern about the proposed Marlin Quay development and asked that I contact you by email. I have attached a word document explaining our concern.

The Place at the Beach OF II complex ( 42 Condo Units ) is located on 1501 South Waccamaw Drive in Garden City Beach and is less than 25 yds from the Marlin Quay Marina. We would appreciate if you would share the attached document with the Planning Committee members prior to the meeting today.

Thank you in advance,

Henry L. King

APATBOFII HOA  
PO Box 14280  
Surfside Beach ,SC 29587

Georgetown County Planning Commission  
129 Screven St. Suite 222  
Georgetown, SC 29440

Commission Members:

A Place at the Beach OF II HOA Board of Directors would like to express a concern with the proposed planned development of the Marlin Quay area in Garden City Beach. A Place at the Beach OF II complex (42 Condo Units) is located at 1501 South Waccamaw Drive.

The proposed building is very attractive and will be significant upgrade to the area. Our concern is only the lack of adequate customer parking to support the existing Gulfstream restaurant and proposed restaurant along with the Marina daily traffic especially in summer and fall months. We believe that the end result will be parking on both sides of South Waccamaw Drive and a carry over into the A Place at the Beach OF II parking area which is only adequate for homeowners, guests, and renters.

If our memory is correct, two fatalities occurred many years ago in this area. A car was exiting the parking lot and vision to traffic was impaired due to cars on the side of the road. The car did pull out in front of two motorcycles.

Thank you in advance for considering the Board's concern in your decision at the upcoming Commission meeting.

Sincerely,

Henry L. King – Secretary and Treasurer  
12/20/17

APATBOF II HOA Board of Directors  
PO Box 14280  
Surfside Beach, SC 29587

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 9:47 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay

-----Original Message-----

**From:** Barry Hulsey [mailto:bhulsey901@gmail.com]  
**Sent:** Thursday, December 21, 2017 9:36 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay

This is in support of allowing Marlin Quay to build back their desired plans. The owners are great people who take great pride in doing things correctly and first class. I know if they give you their word you can bank on it and that is what they are requesting back. They were give a verbal ok to tear down and rebuild Marlin Quay and expect that to be honored.  
Sincerely, Barry Hulsey

Sent from my iPhone

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 10:15 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Building

**From:** icsikyle@gmail.com [mailto:icsikyle@gmail.com] **On Behalf Of** Kyle P. Sattelle  
**Sent:** Thursday, December 21, 2017 10:05 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Building

I really believe that it is sad to hear about the Marlin Quay not being able to rebuild.

This establishment has been a part of the community for years. Having grown up in Murrells Inlet, I can remember being a kid and listening to the blowing of the Conch Shell at sunset on Sundays. This place has giving back to the community with fund raisers for local charities for as long as I can remember.

Marlin Quay is the only full service marina in Murrells Inlet. What they offer to our community is priceless.

When they tore down the building to rebuild, they had the support of local business. Now these same people would like to stop the rebuild, for selfish reasons, I assume for their extra parking.

You basically have Two businesses on this property.

The 1st, selling food,...

The 2nd, offering Fuel, Food, Water Sports, Convenience Store, Fishing Tournaments, Fishing Charters and Slip Rentals.

If one were to weight the benefits of the Two said properties on this parcel, I would say to tear down the Gulf Stream restaurant and have a bigger Marlin Quay. They have a lot more to offer the community, and their money stays in this community, not sent to Atlanta corporate offices.

--

Hoping for a better, smarter outcome,

Kyle

866-821-4274

Note: The information contained in this email and in any attachments is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, re-transmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. The recipient should check this email and any

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 10:24 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Restaurant and Store

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**From:** Denny Claborn [mailto:dennyclaborn@medtechinc.biz]  
**Sent:** Thursday, December 21, 2017 10:22 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Restaurant and Store

Hello,

I wanted to write this letter in support of rebuilding Marlin Quay Restaurant and Store. We had a lot of great family memories every summer and I am hoping that you find compassion to let this Restaurant and Store be rebuilt to continue memories for other families to be built for years to come.

Thank you,

Denny Claborn  
Medtech  
ZimmerBiomet CMF/Thoracic  
[843.530.0797](tel:843.530.0797)

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 10:33 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Support for Marlin Quay

**From:** Kelly Sattelle [mailto:ksattelle@msn.com]  
**Sent:** Thursday, December 21, 2017 10:27 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Support for Marlin Quay

To whom it may concern,

I am in support of the rebuilding of Marlin Quay. This business has been a part of the Inlet for as long as I can remember and it would be a shame to see it disappear. I was born here and have lived in this area for close to 50 years and I know this area has a strong sense of community. This same community would also support the rebuilding of Gulf Stream Café if the situation were reversed. It is hard for me to understand why Gulf Stream would be strongly opposing this reconstruction other than they must fear a little competition. Competition creates incentive and motivation for businesses to grow and continue to improve within communities. Maybe if individuals and corporations had more empathy towards others and less fear of healthy competitors, our world would begin heading in a better direction. I really hope the County makes the right decision regarding this matter. Thank you for your consideration.

Sincerely,

Kelly Sattelle

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 10:33 AM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay

**From:** Derek Heiden [mailto:dheiden1966@gmail.com]  
**Sent:** Thursday, December 21, 2017 10:28 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay

I fully support the construction on Marlin Quay Marina and restaurant. Thanks

## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 11:51 AM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin quay marina

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

-----Original Message-----

From: daniel carey [mailto:dtc543@icloud.com]  
Sent: Thursday, December 21, 2017 9:48 AM  
To: Boyd Johnson <bjohnson@gtcounty.org>  
Subject: Marlin quay marina

Unfortunately I will not be able to attend tonight's hearing. This e mail is in regards to supporting marlin quay marina. This battle between the two sides has affected many people including myself and my family. When the original building was in place, it was a go to spot for us to enjoy the beauty and tranquility of the inlet. This past season was very difficult and disappointing due to the temporary structure. I am all for an improvement. I only hope that the Gulf Stream restaurant and the marina can reach an agreement. Thank you captain dan carey

Sent from my iPad



## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 11:52 AM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

-----Original Message-----

From: Darrell Laney [mailto:dlt122@windstream.net]  
Sent: Thursday, December 21, 2017 6:49 AM  
To: Boyd Johnson <bjohnson@gtcounty.org>  
Subject: Marlin Quay Marina

I wanted to comment on the hearing. There is limited access to Murrells Inlet and the Marlin Quay is a great spot. Why is there such an issue on a nice building? I like to take my wife out on the boat and the Marina is clean and plenty of lights. A nice building would only enhance the area and make it a better place.

Thank you  
Darrell Laney

Sent from my iPhone

## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 11:52 AM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin Quay Rebuild

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

-----Original Message-----

From: Trey Tyner [mailto:trey21686@aol.com]  
Sent: Wednesday, December 20, 2017 10:58 PM  
To: Holly Richardson <hrichardson@gtcounty.org>; Boyd Johnson <bjohnson@gtcounty.org>  
Subject: Marlin Quay Rebuild

Hey my name is Trey Tyner and I would like to voice my opinion on the rebuild of the Marlin Quay Marina. I believe the rebuild of the marina would be a great opportunity for Murrells Inlet and surrounding areas. Not only would it create more jobs but also attract tourist to the area especially fisherman. During the summer months everyone is looking for great restaurants, nightlife, water sports, and family activities. Marlin Quay will bring all this to the table. I spend a great deal of time at Marlin Quay Marina and these are some of the most stand up people and create the most friendly environment for all ages especially for kids. By attracting new people this would also help the surrounding businesses as those people visit our area. That being said I would love to see the completion of the new facility and I can't wait to see the positive outcome they will bring to the town.

Thanks, Trey Tyner

## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 11:53 AM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin Quay

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

-----Original Message-----

From: Denny [mailto:dsprings@thecrabcakelady.com]  
Sent: Wednesday, December 20, 2017 8:43 PM  
To: Boyd Johnson <bjohnson@gtcounty.org>  
Subject: Marlin Quay

Mr Johnson,

I believe that the new construction at the Marlin Quay property will be a great asset to the community.

Best regards,

Sent from my iPhone

## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 11:53 AM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin quay Marina

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

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**From:** Matt Camak [mailto:matt.camak@yahoo.com]  
**Sent:** Wednesday, December 20, 2017 7:18 PM  
**To:** Boyd Johnson <bjohnson@gtcounty.org>  
**Subject:** Marlin quay Marina

I am sending this email on behalf of Marlin Quay Marina in Murrells Inlet. My name is Matt Camak, I am a true South Carolinian through and through, born and raised here in the grand strand. I feel as if Marlin Quay has been punished enough. I can't imagine all the income they lost this year. I feel like they should be allowed to start building immediately. What can it hurt? I feel like it could only improve the look and feel of the community. I personally do not think our boardwalks would be the attractions they are if there was only one restaurant. They thrive off each other from over flow and keep business around the area, which I believe only benefits our community. Marlin Quay and Gulf Stream would likely feed off one another, not hurt each other. Shouldn't we want to grow our community together? Having a marina with a facility like this could certainly help achieve that.

Thank you for you time.

[Sent from Yahoo Mail](#)

## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 11:54 AM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: zoning hearing for proposed rebuild of gulf stream bar and grill

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

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**From:** Tom Adams [mailto:tomadams189@yahoo.com]  
**Sent:** Wednesday, December 20, 2017 5:56 PM  
**To:** Boyd Johnson <bjohnson@gtcounty.org>  
**Subject:** zoning hearing for proposed rebuild of gulf stream bar and grill

I Tom Adams am a property owner at Compass Rose in Garden City Beach I am located very close to the property under zoning. I am very much in favor to see the proposed rebuild go forward as i think it will bring fresh views and chocies not only to current residents but to the many visitors that visit our beautiful area every year.

## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 11:54 AM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

-----Original Message-----

From: James Lampi [mailto:jlampi32@gmail.com]  
Sent: Wednesday, December 20, 2017 5:43 PM  
To: Boyd Johnson <bjohnson@gtcounty.org>  
Subject: Marlin Quay Marina

Hi Mr. Johnson

My family, friends, and I visit the Marlin Quay Marina through out the entire year. We would love for the Marina to continue the growth with its new planned facilities. The new facilities would attract and accommodate many existing and new families to come on and off the water. Not to mention the economic growth to the area from tourists, boat slip owners, and commercial fishermen. Thank you for the opportunity to express and voice our opinion.

Best Regards  
James Lampi

Sent from my iPhone

## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 11:55 AM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina New Facility

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

-----Original Message-----

From: Alex Hrycak [mailto:laxgoalie0212@aol.com]  
Sent: Wednesday, December 20, 2017 5:27 PM  
To: Boyd Johnson <bjohnson@gtcounty.org>  
Subject: Marlin Quay Marina New Facility

To whom it may concern:

My name is Alex Hrycak, and I am writing this letter regarding the current situation between the Gulf Stream Cafe and Marlin Quay Marina. To my knowledge, I understand that the Gulf Stream Cafe is against the improvements that their neighbor Marlin Quay Marina has planned and are doing what they can to stop the building of a new facility next door. I feel this is wrong. Marlin Quay Marina has been apart of Murrells Inlet and Garden City since the 60's while Gulf Stream Cafe is fairly new to the scene, being established in the mid 80's(1986). The previous statement speaks for itself and is just one reason why the Gulf Stream Cafe is in the wrong here.

I am a local charter captain in Murrells Inlet, and have frequently visited Marlin Quay Marina through out the past five years that I have lived in South Carolina. They have always been good to my clients, friends and myself no matter what the situation is. The building of Marlin Quay's new facility would not only benefit the community of Garden City, but all of Murrells Inlet as a whole. Its also a favorite tourist attraction for those visiting Garden City with much to offer like charter fishing, sunset cruises, water taxi, and much more. To limit this establishment to their current building(a portable) is not just wrong, but selfish and unjustifiable. It seems the Gulf Stream Cafe considers Marlin Quay Marina as a competitor that doesn't have the right to expand. All businesses should have the right to succeed and prosper. I cannot support the Gulf Stream Cafe's decision to hinder the process of successful business management and feel many others would agree. I hope you feel the same and will help put an end to what the Gulf Stream Cafe is trying to do.

Sincerely,

Capt. Alex Hrycak

(240)676-6982

Laxgoalie0212@aol.com



## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 12:26 PM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Rebuilding of Marlin Quay Marina  
**Attachments:** Marlin Quay.docx

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

**From:** Frances Wellman [mailto:fbwellman@gmail.com]  
**Sent:** Thursday, December 21, 2017 12:22 PM  
**To:** Boyd Johnson <bjohnson@gtcounty.org>  
**Subject:** Rebuilding of Marlin Quay Marina

Please consider the attached letter and allow Marlin Quay to be rebuilt as it is a real asset to Georgetown County. I live in the county and would consider it a huge mistake not to allow this rebuilding.

Please consider what I have written in the attached letter.

Thank you for hearing my request.

## Tiffany Coleman

---

**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 12:52 PM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

-----Original Message-----

From: Katy Newman [mailto:newman.kc14@gmail.com]  
Sent: Thursday, December 21, 2017 12:34 PM  
To: Boyd Johnson <bjohnson@gtcounty.org>  
Subject: Marlin Quay Marina

Hello,

My name is Katy Newman and I have been an employee of Marlin Quay Marina for the past 3 years. I say employee, but truthfully it's more than a place of business, it's home and the people there are my family. Not only the people I work with/owners of the marina, but the boat owners, captains and mates, and most importantly the customers that return regularly to the marina year after year. These people are what makes Marlin Quay the home away from home, and the friends who instantly became my family.

Without the marina, I would have never stayed in South Carolina to continue my education. I was a freshman marine science major at Coastal Carolina when I first found out about the marina. Going through some tough family times, I was certain that I wasn't going to be returning to Coastal, until I learned about the marina through the Saltwater Anglers Team. This team at Coastal Carolina is sponsored by the marina, and provide opportunities for the members of the team, like me, job opportunities and networking in the marine/boating/fishing fields. When I began the job that summer, I truly did not believe that this job would lead me to where I am today. From being offered an internship from the Vice President of Patagonia after unknowingly serving him and his family dinner one night, to forming friendships with local business owners such as Jessica Perry, these people have truly changed my life and it was all thanks to the marina.

This only scrapes the surface of what the marina has offered to me, just me. This is my home, and it is home to so many people locally and along the coast. Building a new facility is exactly what the marina needs, to meet the needs and expectations that the marina upholds for its customers. The previous (and current) facility can not provide the essentials for them, and by building a new one, there is no telling how much impact we can make on our local and traveling community.

Best,  
Katy Newman

Sent from my iPhone

## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 12:27 PM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Zoning Hearing 12.21.2017

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

**From:** Paden Capps [mailto:pcapps91@gmail.com]  
**Sent:** Thursday, December 21, 2017 12:23 PM  
**To:** Boyd Johnson <bjohnson@gtcounty.org>; Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Zoning Hearing 12.21.2017

To whom it may concern,

I was made aware that there is another zoning hearing this afternoon. Due to my permanent residence not being in Georgetown, I will be unable to make it. I was told that I could send an email showing my support for having Marlin Quay Marina rebuilt.

I am in full support of having the Marina rebuilt, as I feel a new facility is important and beneficial to the success of the community. This Marina, at this location, has been a beacon to the community for generations of visitors to the area and I am in total disbelief that not having the Marina rebuilt would even be considered. Having a Marina to provide services that both residents and visitors to the community are looking for is important for growth and overall progression in the future. I am a full believer that growth and expansion of services in this area gives hope and promise to the future and longevity of it remaining one of the top vacation areas in the state.

Regards,

Paden Capps

## Tiffany Coleman

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**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 12:52 PM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

-----Original Message-----

From: Jason May [mailto:countypd09@yahoo.com]  
Sent: Thursday, December 21, 2017 12:30 PM  
To: Boyd Johnson <bjohnson@gtcounty.org>  
Subject: Fwd: Marlin Quay Marina

Mr. Johnson, I just wanted to send my letter again in support of Marlin Quay Marina and the rebuild of their Marina and Restaurant. I will be unable to attend the meeting tonight due to the Holidays and not being in town. I would appreciate it if you could share this letter as part of the meeting tonight.

Thanks  
Jason May

>  
> Mr. Johnson,  
>  
> I am sending this email in reference to the ongoing dispute that the  
> Gulf Stream cafe is having with Marlin Quay Marina. I am not going to  
> be able to attend the meeting tonight to voice my opinion, so that's  
> why I am sending this email. My family and I have called Murrells  
> Inlet, SC our second home for years. I have been involved in Marlin  
> Quay Marina for years, from taking my kids and family fishing there,  
> fishing tournaments, which proceeds have been given to local Charities  
> and just going there to enjoy the beautiful view that that location  
> has. I'm not going into great detail on the owners of this property,  
> because their dedication to Murrells Inlet is seen by anyone who has  
> ever stopped into their establishment and had contact with anyone  
> that's associated with the marina. I could not ask for a more family  
> oriented place to take my entire family to and be treated the way we  
> are at this Marlin Quay. I hope you will help Chris Lawhon and his  
> father Mark Lawhon complete the revised building plans that have been  
> modified several times to accommodate and resolve the parking issues  
> to move forward and put the history of the Marina back on the map of

> Murrells Inlet Sc. I know I am speaking on behalf of a lot of people  
> who own homes in that area, that would like to see their Marina built  
> back that was damaged by the hurricane. The new Marina would be a huge  
> influence and be a perfect place for my family and kids and other  
> families to come and enjoy what has been a landmark in Murrells Inlet  
> for many years.

>  
> Thanks,

>  
> Jason May  
> Marine Enforcement Unit  
> Educational Services Unit  
> (S)704-629-2258  
> (W) 704-866-3320

>  
>  
>  
>

December 21, 2017

Re: Marlin Quay Restaurant and Ship Store

This letter is to show my support for the Marlin Quay Restaurant and Ship Store to be rebuilt. I have always enjoyed the brunch and the amazing view, and can't wait to see it back up and running!

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Richardson", written over a printed name.

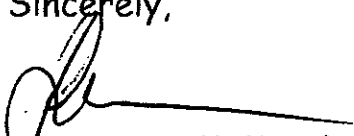
Sarah Richardson

December 21, 2017

To Whom It May Concern:

I am writing to show my support for the rebuilding of the Marlin Quay Restaurant and Ship Store. I would love to see this landmark rebuilt, and I am looking forward to visiting again as soon as it is complete!

Sincerely,



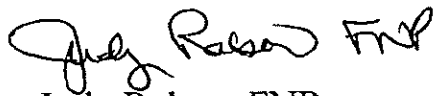
Dr. Steven McKay, D.C.



December 21, 2017

I would like to show my support for the Marlin Quay Restaurant and Ship Store to be rebuilt. I am looking forward to visiting again!

With Kind Regards,

  
Judy Rabon, FNP

December 21, 2017

To Whom It May Concern:

I am writing this letter to express my support for the rebuilding of the Marlin Quay Restaurant and Ship Store. My family is looking forward to it!

Thank You,

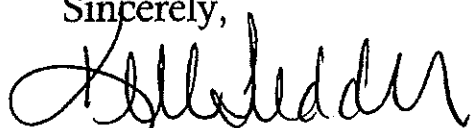
  
Ashley Hill

December 21, 2017

Re: Marlin Quay Restaurant and Ship Store

I would like to express my support for the rebuilding of the Marlin Quay Restaurant and Ship Store. I am looking forward to the grand opening!

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelli Tedder', with a stylized, cursive script.

Kelli Tedder

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:19 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay

-----Original Message-----

**From:** Walter Smith [mailto:w.p.smith@hotmail.com]  
**Sent:** Thursday, December 21, 2017 11:33 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay

I support the rebuild of the Marlin Quay. I am a resident of Georgetown County. We have lived here for 40 years. I actually worked at the bar in the past. I have also used the store while fishing and as beach goers.  
Sent from my iPhone

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:19 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Restaurant and Ship Store

**From:** Connie Poston [mailto:cgposton@ymail.com]  
**Sent:** Thursday, December 21, 2017 11:37 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Restaurant and Ship Store

Please accept this e-mail as my support for Marlin Quay to rebuild their restaurant and ship store. I was a patron and friend of the owners and I'm aware that at the time they tore the previous building down, they had the full support of Gulfstream Restaurant to tear down and rebuild.

They have not only lost revenue by being delayed in rebuilding, but legal fees to now have to deal with Gulfstream over what was originally not an issue.

Marlin Quay's business is for boaters to come in and buy supplies and also they can come straight off the boat and into their restaurant for a meal and not have to worry about the attire. Also, it's a nice relaxing atmosphere to relax and enjoy family and friends, not just a restaurant like Gulfstream. You talking two different types of establishments.

Your assistance in allowing Marlin Quay to rebuild will certainly help the Georgetown area of the Grand Strand

Thank you for your consideration.

Sincerely,

Connie G. Poston  
843-617-2752

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:20 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay

**From:** Rgwinesette [mailto:rgwinesette@gmail.com]  
**Sent:** Thursday, December 21, 2017 11:41 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay

Hello,

My name is Greg Winesette and I want to voice my support for the furtherance of Marlin Quay Marina's building progress. I believe that the new plans that the Lawhon's have for the location would be very beneficial to the community and would bring more dollars to the Murrells Inlet/ Garden City area. Please take this consideration in the decision made for that property.

Thank you,

Greg Winesette

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:20 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

**From:** joseph healy [mailto:rjhealy@att.net]  
**Sent:** Thursday, December 21, 2017 11:42 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Marina

Just a note to let you know my support is fully behind Marlin Quay Marina to rebuild their restaurant and Ship Store. It has proven to be an improvement to the Georgetown area of Garden City with their Marina, walk-in restaurant for boaters and relaxing bar/restaurant for anyone just wanting to relax and enjoy your excellent sunsets.

Your consideration in their favor is much appreciated.

R. Joseph Healy, MD  
Florence, SC

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:21 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

**From:** Steve Tyler [mailto:styler1865@gmail.com]  
**Sent:** Thursday, December 21, 2017 11:46 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Marina

Holly

Just want to take a minute to voice my support for the Marlin Quay Marina. As a resident of Garden City Beach I see the need for the marina and store. There is a huge difference in clientele that frequent the Gulfstream Café and marina store and bar.

With all of the changes on the beach; i.e. new construction, I feel there is enough business for a fine dining restaurant as well as the marina to share.

Thank you,  
Steve Tyler



December 21, 2017

To whom it may concern:

It is a shame that Gulf Stream is trying to block the rebuilding of the Marlin Quay Marina. Their appeals have been denied multiple times so I don't understand why it's still being held up. It would be a detriment to the entire area if they aren't allowed to build back this marina.

Marlin Quay has been a staple in the area as long as I can remember. For about fifteen years my husband (Jack Wellman) and I lived in Mt. Gilead in Murrells Inlet and often went by boat over to Marlin Quay. We enjoyed the view while living on the inlet and could see Marlin Quay from our home and enjoyed seeing it thrive. We also enjoy having dinner at Gulf Stream Café. I am so sorry there is conflict between these two businesses.

AS a resident of Georgetown County living now in the Pawleys Island area, I ask you to allow the building of this new marina as soon as possible so the entire community and those traveling through can enjoy all that it has to offer for our community.

Frances Wellman

843-235-0235

fbwellman@gmail.com

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:28 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Zoning Hearing 12.21.2017

**From:** Paden Capps [mailto:pcapps91@gmail.com]  
**Sent:** Thursday, December 21, 2017 12:23 PM  
**To:** Boyd Johnson <bjohnson@gtcounty.org>; Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Zoning Hearing 12.21.2017

To whom it may concern,

I was made aware that there is another zoning hearing this afternoon. Due to my permanent residence not being in Georgetown, I will be unable to make it. I was told that I could send an email showing my support for having Marlin Quay Marina rebuilt.

I am in full support of having the Marina rebuilt, as I feel a new facility is important and beneficial to the success of the community. This Marina, at this location, has been a beacon to the community for generations of visitors to the area and I am in total disbelief that not having the Marina rebuilt would even be considered. Having a Marina to provide services that both residents and visitors to the community are looking for is important for growth and overall progression in the future. I am a full believer that growth and expansion of services in this area gives hope and promise to the future and longevity of it remaining one of the top vacation areas in the state.

Regards,

Paden Capps

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:30 PM  
**To:** 'Dan Stacy'  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

-----Original Message-----

From: Crystal Moore [mailto:cmoore2129@icloud.com]  
Sent: Thursday, December 21, 2017 7:01 AM  
To: Holly Richardson <hrichardson@gtcounty.org>  
Subject: Marlin Quay Marina

We support the rebuilding of this project... Marlin Quay. As this has been a long standing, fine establishment that has helped individuals in the Horry County for a long time. May this project endeavor to move forward at the present time. We pray that there will be no more delay to move forward. Sincerely, Dennis & Crystal Moore Florence, SC

Sent from my iPhone

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:31 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

**From:** Wanda Christmas [mailto:wdmc99@aol.com]  
**Sent:** Thursday, December 21, 2017 10:59 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Marina

Marlin Quay Marina restaurant and store has been an iconic family gathering place in Garden City for years and should be allowed the opportunity to continue as such. Mark Lawhon has been coming to Garden City and the marina since he was a small boy. He is an asset to the community, as seen back in September after the hurricane when he offered to sell fuel to the locals at cost. Other businesses were out of fuel or greatly inflated the price. I fully support the rebuilding of Marlin Quay Marina restaurant and store.

Thank you.

Wanda Christmas

## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:32 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Restaurant

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**From:** Regina Duncan [mailto:rduncan@coastal.edu]  
**Sent:** Thursday, December 21, 2017 11:21 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay Restaurant

As a resident of Garden City Beach, I am fully in favor of and completely support the rebuilding of the Marlin Quay Restaurant on South Waccamaw Drive in Murrells Inlet. Marlin Quay was a beloved marina and restaurant and ship store in our neighborhood. The Gulfstream Café is too, but they do not have the right to stop it from being rebuilt. When it was torn down, it was so with the understanding that they would rebuild it. Gulfstream cannot now say that they can't rebuild. The community, neighbors and visitors will all benefit from the Marlin Quay Restaurant and Ship Store being rebuilt. It is part of the neighborhood, and we miss it very much.

Please support our community and all Marlin Quay to rebuild. Thank you.

Regina & Larry Duncan  
526 Huckleberry Avenue  
Garden City, SC 29576

*Merry Christmas*



*Regina M Duncan*  
Administrative Specialist  
Department of Theatre-EHFA 226

Coastal Carolina University  
P.O. Box 261954  
Conway, SC 29528  
Office: 843-349-6635  
Fax: 843-349-2369  
[rduncan@coastal.edu](mailto:rduncan@coastal.edu)



## Tiffany Coleman

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**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:33 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin quay

-----Original Message-----

**From:** Rebecca Harlan [mailto:rcharlan3552@icloud.com]  
**Sent:** Thursday, December 21, 2017 10:58 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin quay

Rebuild Marlin Quay.

Sent from my iPhone

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:33 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Gulfstream Cafe

-----Original Message-----

**From:** Rebecca Harlan [mailto:rcharlan3552@icloud.com]  
**Sent:** Thursday, December 21, 2017 10:56 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Gulfstream Cafe

We have a home in inlet point, we have used the marina and the cafe. I support rebuilding.

Sent from my iPhone

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 1:34 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay Restaurant

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**From:** Q Bill [mailto:planner47@comcast.net]  
**Sent:** Thursday, December 21, 2017 10:48 AM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Re: Marlin Quay Restaurant

Sir:

My son owns a home in the area. Our family has enjoyed both the marina and the restaurant across the parking lot. Adding an ancillary eatery at the marina will be a benefit for boaters that will help with the success of its operations. The sit down restaurant across the parking lot is a different clientele. That restaurant will still benefit from boaters looking for that type of dining experience while others seeking a more casual meal will have access to the marina's proposed new facility. As one who retired from city planning as well as having served as Chairman of the Board of Supervisors in my home community, broadening the available services within this type of complex will strengthen both uses. When people visit one place, they take note of the other. The marina and the large restaurant are uniquely different destinations. The proposed casual restaurant at the marina will enhance both by the additional diversification.

Begin forwarded message:

**From:** "[queale@comcast.net](mailto:queale@comcast.net)"  
**Subject:** Marlin Quay Restaurant  
**Date:** December 21, 2017 at 7:42:32 AM EST  
**To:** [Hrichardson@gtcounty.org](mailto:Hrichardson@gtcounty.org)

Good morning. I'm writing this in support of Marlin Quay and their plans for their restaurant. I have always enjoyed both the marina AND the gulf stream Cafe. The time and effort that has been put into the marina is much overdue and very good for the region and all who visit. There's a very real need for another restaurant and plenty of customers to go around. Please support their efforts. It's going to diversify an area that needs it. It will benefit the locals and surely be appreciated by all of our visitors. The "competition" that is going on is halting progress and clearly there is no hidden agenda. Marlin Quay is willing to spend a large amount of time, effort, and money on a project that is good for the entire region. Quite frankly, many of us were disappointed last season to see that it was halted. I urge you to look through the politics and help facilitate the completion of the restaurant. Please feel free to call me on my cell if it helps clarify my intent. I



am very passionate about the topic and would be very willing to speak with you if it would help. 724-396-3624. Very sincerely, Bob Queale.

## Tiffany Coleman

---

**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 1:54 PM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Marlin Quay Marina

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

-----Original Message-----

From: Kaylee Sutton [mailto:kaylee.sutton@ymail.com]  
Sent: Thursday, December 21, 2017 12:52 PM  
To: Boyd Johnson <bjohnson@gtcounty.org>  
Subject: Marlin Quay Marina

I am writing you today in hopes that you, being a community leader, will stand up and show your support for rebuilding Marlin Quay Marina. This marina is a staple in the Garden City area and it would be a true shame to not see it revived. It would be disappointing if the rebuilding of this beautiful place, that offers so much to the community, was delayed over fear of competition (we all know that is all this is). This family owned business deserves the right to build!

Sincerely,  
Kaylee Sutton

## Tiffany Coleman

---

**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 1:55 PM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: Zoning Hearing 12-21-17

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

**From:** Claire Mahoney [mailto:claire.mahoney@my.lr.edu]  
**Sent:** Thursday, December 21, 2017 1:01 PM  
**To:** Boyd Johnson <bjohnson@gtcounty.org>  
**Subject:** Zoning Hearing 12-21-17

To whom it may concern, it was brought to my attention that there will be another zoning hearing this afternoon. Due to the upcoming holidays and family traveling I will be unable to attend. However, I wanted to voice my support for the Marlin Quay Marina through this email.

I completely support Marlin Quay Marina being rebuilt. I see it as a wonderful opportunity for growth and improvement for the community. The location for the Marina has been convenient and a constant for continuous visitors and even community members. I have family members who return to the community each summer because of Marlin Quay Marina and it's convenient location and the services the Marina provides. Without the rebuilt Marina, this will affect the return of many visitors.

The rebuilding of the Marina will provide a growth of services and opportunities for the community as well as a surplus in vacationers and community members visiting the area.

Regards,

Claire Mahoney

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 2:03 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay

-----Original Message-----

**From:** Rane Moore [mailto:raneemoore@icloud.com]  
**Sent:** Thursday, December 21, 2017 1:54 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Marlin Quay

To whom it may concern:

I would like to voice my support for re-opening the bar and restaurant at Marlin Quay.

My family frequents the beach and we have missed stopping in to this relaxed and friendly bar and restaurant. The food was excellent and is sorely missed!!

BRING BACK Marlin Quay Bar and Grill!!!

Ranee Moore

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 2:44 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Support for Marlin Quay

**From:** Al Avena [mailto:avenafish@gmail.com]  
**Sent:** Thursday, December 21, 2017 2:33 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Support for Marlin Quay

I am writing in full support of the new Marlin Quay building. As a homeowner of Murrells Inlet we need this project for the tourism attraction and revenue it provides. Also with Murrells Inlet not having a Coast Guard station Marlin Quay has acted as first responders on many occasions on the water. I have been able to attend the last 2 meetings, due to an illness in the family i can not this evening. The Gulf Stream Cafe arguments have been about the parking. There is at least another 20 parking spots under the gulf stream building that have never been mentioned. Thank you for your time and service.

Al Avena  
128 Fox Den Dr  
Murrells Inlet SC 29576  
[732 604 6778](tel:7326046778)

## Tiffany Coleman

---

**From:** Boyd Johnson  
**Sent:** Thursday, December 21, 2017 2:55 PM  
**To:** Holly Richardson; Tiffany Coleman  
**Subject:** FW: MARLIN QUAY MARINA

Boyd Johnson  
Director, Planning and Code Enforcement  
129 Screven Street  
Georgetown SC, 29440  
(843) 545-3162  
bjohnson@gtcounty.org

**From:** KEVIN CHRISTIAN [mailto:kdcmbssc@gmail.com]  
**Sent:** Thursday, December 21, 2017 2:14 PM  
**To:** Boyd Johnson <bjohnson@gtcounty.org>  
**Subject:** MARLIN QUAY MARINA

Mr. Johnson,

Its imperative that the Marlin Quay Marina be rebuilt to show the resiliency of our robust and dynamic community. Marlin Quay has been a staple of the Garden City/Murrells Inlet experience for many years. It would be an irreparable loss to Garden City and Murrells Inlet if it was not able to be rebuilt. I have previously brought family and friends from out of town to Marlin Quay because of it's unique location, great value, it's local fresh seafood, 'million dollar' views, charter fishing and the handy water taxi. This location has also historically served the inlet as a convenience store. As a community, it is important that we support and sustain our local businesses. The long delay to rebuild this facility after the devastation created by Hurricane Matthew due to legal shenanigans is bordering on the absurd. Lets get the rebuilding underway!!!

Sincerely,

Kevin and Susan Christian

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 3:02 PM  
**To:** Elizabeth Krauss (ekrauss@gcbdsn.com); Freddie Hill; Glenda Shoulette; Johnny Weaver (johnny@johnnyweaver.com); Robert Davis; Zach Grate  
**Cc:** Tiffany Coleman  
**Subject:** FW: Marlin Quay

-----Original Message-----

From: Jordanne Wheeler [mailto:wheeler.jordanne@gmail.com]  
Sent: Thursday, December 21, 2017 2:50 PM  
To: Holly Richardson <hrichardson@gtcounty.org>  
Subject: Marlin Quay

To whom it may concern:

I would like to voice my support for the reopening of the bar and restaurant at Marlin Quay. My family and I love going to the beach and have truly missed this place! It is not the same without being able to stop by! The food was amazing and was also a very nice and relaxing atmosphere!

BRING BACK MARLIN QUAY BAR & GRILL!

Jordanne Ardis

Cecil Edward Floyd, Jr.  
1419 Woods Road  
Florence, South Carolina 29501  
843-229-0323

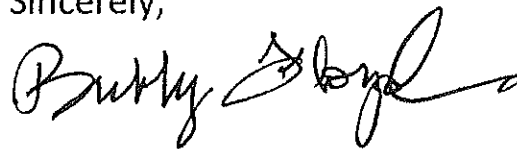
December 21, 2017

To Whom It May Concern:

I am writing this letter in support of Mark Lawhon. He is very interested in starting a new business at Marlin Quay. I have owned a condo at Marlin Quay since 1990.

I have known Mark personal for many years and support him one hundred percent. His business would make an excellent addition to our Marlin Quay community.

Sincerely,

A handwritten signature in black ink, appearing to read "Cecil Floyd", with a stylized flourish at the end.

Cecil Edward Floyd, Jr.



Land use: Dispute continues between businesses that share parking

By [Charles Swenson](#)  
Coastal Observer

An ongoing dispute over rebuilding of the marina store and restaurant at Marlin Quay returned to where it began, with an appeal of Georgetown County's decision to issue a permit for the project without a public hearing. It was the second permit to be appealed and the second appeal to be rejected. It is likely to be the second appeal to go Circuit Court.

There are also two other lawsuits pending between the owners of the marina store and the Gulfstream Café, which share a parking lot overlooking the marina at Garden City.

"Don't get confused on this project if you think it looks familiar," Boyd Johnson, the county planning director, told members of the Board of Zoning Appeals last week. Gulfstream Café, owned by the Atlanta-based CentraArch restaurant group, appealed the county's permit decision in 2016.

Gulfstream argues that the reconstruction of the marina office and restaurant constitute a major change to the Marlin Quay "planned development" zoning district. The zoning ordinance requires a hearing before the Planning Commission and three readings by County Council for major changes. "The county considered it a minor change," Johnson said. Not only did the appeals board agree, so did Circuit Court Judge Ben Culbertson. Gulfstream filed a motion for reconsideration that is still pending.

In the meantime, Palmetto Industrial Development, whose principal is Mark Lawhon of Florence, turned in a new building permit application to rebuild the marina store and restaurant. (The original building was torn down in 2016.) The old building had 4,603 square feet. The new building will have 4,598 square feet plus another 3,927 square feet of unheated space. It will also increase the amount of parking spaces to 62, 11 more than are required by the zoning ordinance, according to the planning staff.

Gulfstream, represented by George Redman, an attorney with the Bellamy Law Firm, said the new building will change the intensity of use on the property, one of the criteria the ordinance lists for deciding whether a change to a planned development is major or minor.

"This is a major change. The plans show it," Redman said. In addition, Gulfstream has an easement to use the parking lot that will be impacted by the new building. "When it gets busy, there are serious constraints on parking."

He also renewed claims made in the first appeal that Steve Goggans, whose firm SGA Architecture designed the marina building, used his role as a County Council member to sway the staff decision. "The appearance of impropriety exists," Redman said.

That drew a rebuke from Tim Onions, who chairs the appeals board. "I'm not sure he asked them to do anything," he said. "The way you stated it, I'm not sure that's accurate."

Due to the litigation, Redman said he needed to include it for the record.

Dan Stacy, the attorney for the marina store, said that while the building will change, none of the changes are sufficient to trigger a major change to the planned development. "We think we have mitigated any impact on this parking lot," he said. The stated objections to Marlin Quay 1 were completely addressed by the new set of plans.

Wesley Bryant, the county attorney, called the appeal of the marina store permits "an attempt to stifle competition" and "an abuse of process."

If the building was ruled a major change and approved by the county, Bryant said he believes Gulfstream would still oppose it. He objected to "keep throwing taxpayers money at it."

In arguing for a major change Redman cited an engineer's report that the new marina building would go from 50 to 177 restaurant seats. But he told the board "allegations that this is about competing business, that's not true."

The board voted 5-0 to deny his appeal.



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## Judy Blankenship

---

**From:** Tiffany Coleman  
**Sent:** Thursday, December 21, 2017 4:30 PM  
**To:** Judy Blankenship  
**Subject:** FW: Marlin Quay Marina  
**Attachments:** Marlin Quay.docx

### *Tiffany Coleman*

Associate Planner Georgetown County  
129 Screven St.  
Georgetown, SC 29440  
Phone: 843-545-3158  
E-mail: tcoleman@gtcounty.org



**From:** Holly Richardson  
**Sent:** Thursday, December 21, 2017 4:28 PM  
**To:** Tiffany Coleman <tcoleman@gtcounty.org>; Elizabeth Krauss (ekrauss@gcbdsn.com) <ekrauss@gcbdsn.com>; Freddie Hill <jfhill@sc.rr.com>; Glenda Shoulette <lshoulette@sc.rr.com>; Johnny Weaver (johnny@johnnyweaver.com) <johnny@johnnyweaver.com>; Robert Davis <roberteman@aol.com>; Zach Grate <zachariusgrate@yahoo.com>  
**Subject:** FW: Marlin Quay Marina

**From:** David Sutton [mailto:dwsutton59@yahoo.com]  
**Sent:** Thursday, December 21, 2017 4:11 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>; bjohnson@georgetowncounty.org  
**Subject:** Marlin Quay Marina

To whom it may concern,

In regards to the attached article, I am in favor of Marlin Quay Marina store and restaurant, moving forward with their rebuild. We have enjoyed this marina and having the new building back will be an asset not only providing a great place to enjoy boating, fishing and the restaurant but also enhance the area. I think it is ridiculous that this development has been delayed for this amount of time and prohibited the enjoyment and growth of a fantastic area. As in most areas along the South Carolina coast, improvements such as this are making our state a better place for its residents and visitors. Thanks for consideration of my opinion.

David W. Sutton

# MARLIN QUAY MARINA STORE & SNACK BAR EXHIBITS FOR BOARD OF ZONING APPEALS

November 2, 2017

<b>Ordinance 619.302: PDD Major Amendments .....</b>	<b>1</b>
<b>Affidavit of Robert Castles, P.E. ....</b>	<b>2</b>
<b>Change in Exterior Appearance (619.3025),</b>	
Dramatic Increase in Density (619.3021)	
Intensity, i.e., increased Bulk, Height, and Size (619.3023) .....	3
<b>Full Size Plans Submitted to Board at Hearing:</b>	
G 000 Coversheet – Depicting Exterior Elevation	
G 001 Life Safety – Actual Area = 8,850 ft <sup>2</sup>	
Usable Restaurant Space = 5,000 ft <sup>2</sup>	
G 002 Life Safety	
C 100 Existing Conditions – Footprint of Prior Building	
C 101 Demolition Plan – New Building Overlay over Footprint	
A 201 – A 204, A251 – 360° of Elevations/Depictions	
P 102 Second Floor Plumbing Plans – 93 Seats & 4,350 ft <sup>2</sup>	
P 103 Third Floor Plumbing Plans – 77 Seats & 963 ft <sup>2</sup>	
E 102 Second Floor Electrical Plans – 93 Seats	
E 103 Third Floor Electrical Plans – 77 Seats	
<b>Georgetown County's - Bulk of Prior Building</b>	
Tungsten AIA: 4,600 ft <sup>2</sup> Total   &   1,957 ft <sup>2</sup> Restaurant.....	4
Max. Authorized 4,244 ft <sup>2</sup> .....	4
<b>Determination of Minor - Boyd Johnson to Steve Goggans (June 15, 2016) .....</b>	<b>5</b>
<b>Restaurant Seats (Increased 100) Increased Density/Intensity .....</b>	<b>6</b>
<b>Parking Changes .....</b>	<b>7</b>
Gulfstream Café's Parking – Plat Book 6, Page 214 .....	8
Gulfstream Café's Perpetual Parking Easements .....	9
<b>Gulfstream Café Complaint .....</b>	<b>10</b>
<b>Mr. Goggans – September 22, 2015 .....</b>	<b>11</b>



## Georgetown County Zoning Ordinance

### 619. Planned Development District (PD)

619.302      **Major Changes.** Major changes in a PD shall require another public hearing and shall be treated as an amendment to the Ordinance. Major changes may include, but are not limited to the following:

619.3021      Increase in density;

619.3022      Changes in exterior boundary lines and/or height limit;

619.3023      Changes in intensity of land use;

**Intensity** is defined as: The "intensity" of land use is the degree of the negative impacts on the environment and neighboring land uses. Impacts of intensity include, but are not limited to, greater impervious surface coverage, reduced open space, increased bulk and height of buildings, increased traffic with associated noise and congestion, signs and exterior lighting visible from neighboring property.

619.3024      Changes in the location or amount of land devoted to specific land uses;  
and,

619.3025      Changes that significantly change the exterior appearance.



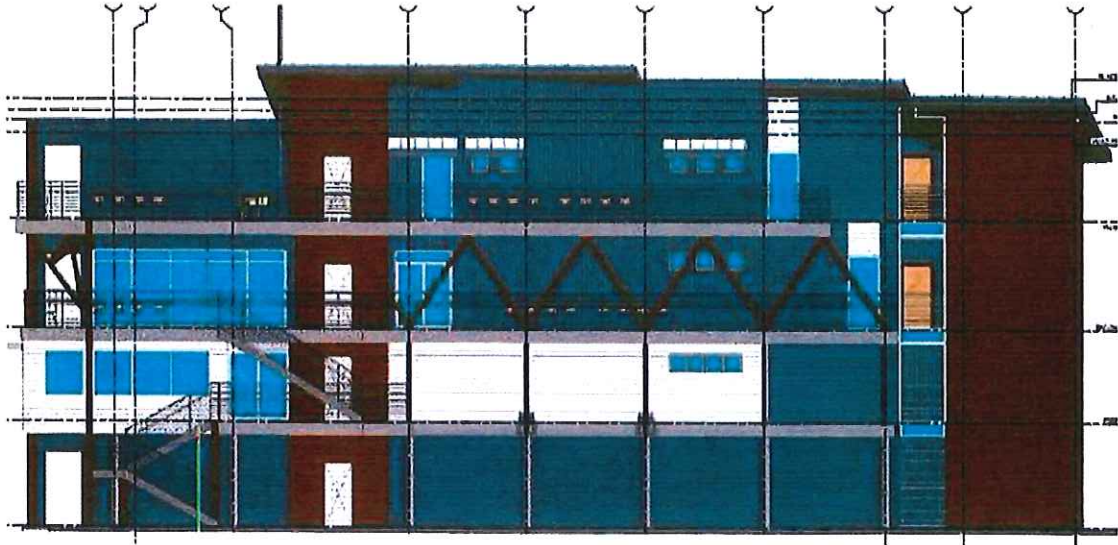
STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF GEORGETOWN        )    OCTOBER 30, 2017  
  )    AFFIDAVIT OF  
  )    ROBERT L. CASTLES, JR

Personally appeared before me, Robert L. Castles, Jr., P.E., who, upon being duly sworn, deposes and states as follows:

1. My name is Robert L. Castles, Jr., P.E. and as such I have personal knowledge of all matters set forth herein this Affidavit.
2. I have reviewed Georgetown County Zoning Ordinance Sec. 619.302, which sets forth a non-exhaustive list of characteristics that constitute a major change to a Planned Development District (PDD), and this list specifically includes increases in density, intensity, height, bulk, traffic, congestion, exterior lighting, as well as changes in the location or exterior appearance of the proposed building.
3. I have reviewed the as-built specifications and numerous pictures of the prior Marina Store and Snack Bar, which was essentially a 1-1/2 Story building comprising 4,603 sq. ft., including the first and second floor exterior decks.



4. The new building is three (3) stories, and includes 8,848 total sq. ft., of which there is 7,346 sq. ft. of usable space, in accordance with Chapter 10 of the 2015 International Building Code (IBC) that was adopted by Georgetown County.



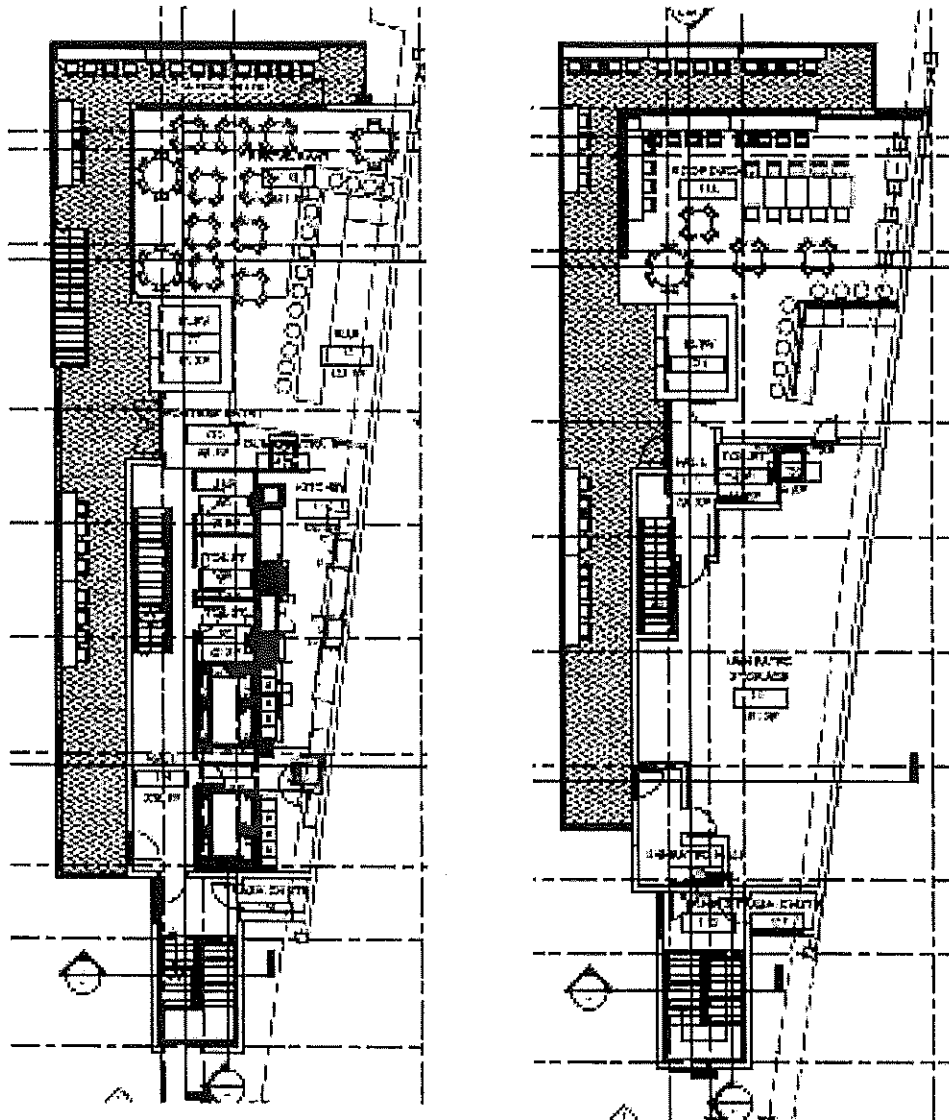


5. I have also reviewed actual plans submitted to Georgetown County in the summer of 2017 which are commonly referenced as the Marlin Quay 2 Plans, and these plans constitute a major change to the Marlin Quay Marina PDD in the following particulars:

**a. Sec. 619.3021 – Increase in Density**

Pictures of the former snack bar at the Marina Store show less than 70 seats. The new MQ2 plans depict there will be 93 seats on the second floor and 77 seats on the third floor, for a total of 170 seats;





b. **Sec. 619.3023 – Changes in intensity of land use, changes to the parking lot**

The Georgetown County Zoning Ordinance for Planned Developments defines intensity as “the degree or the negative impacts on the environment and neighboring land uses.” (Georgetown County Zoning Ord. Sec. 619.3023.) The Gulfstream Café, Inc. is immediately adjacent to the subject property and owns a parking easement on the parking lot. Palmetto’s proposed building increases their parking requirements from the before, and therefore the parking is less since 3 public spaces

before will be private. Therefore the new parking is not adequate to serve this new building, plus the 23 spaces required for the marina slips. Accordingly, Palmetto's redevelopment of the Marlin Quay Marina will change the intensity of the land use.

c. **Sec. 619.3023 – Changes in intensity, increased bulk and height of buildings**

The undisputed record evidence before the ZBA demonstrates that at most the old building was 4,600 sq. ft.; while the new proposed building will be 8,850 sq. ft. The old building was a 1-1/2 story rectangular building on ground level; while the new building will be a three-story building with the height to the top of the roof being some 50 plus feet, which is greater than the 45 feet maximum height in the P.U.D.

d. **Sec. 619.3023 – Changes in intensity, Increased Traffic**

Palmetto's proposed building will add approximately 100 seats of restaurant dining and bar area at the same time the Gulf Stream Cafe is open. Traffic will necessarily increase exponentially as a result.

e. **A Sec. 619.3024 – Changes in the location or amount of land devoted to specific land uses.**

As demonstrated in the photograph supra, the new proposed building occupies an entirely different footprint than the old building, creating an undisputed change in the location of land devoted to a specific use. The area that was formerly designated as parking lot will have pylons with a restaurant and bar space above it. Parking spaces will be lost.

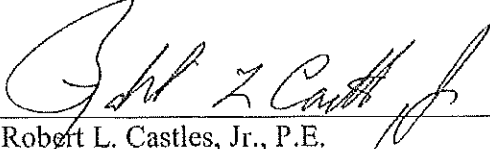
The location of the building is such that it would not straddle the property line between the marina and the neighboring condominiums, but instead would sit

entirely on the marina parcel. (ZBA Hrg. Trans. 31:18-23). Implicit in this statement is the admission that the building location will be changed. This unquestionably constitutes a major change under Sec. 619.3024.

**f. Sec. 619.3025 – Changes that significantly change the exterior appearance.**

As shown in the photographs supra, the old Marina Store and Snack Bar was a small, 1- ½ story rectangular building. The proposed new marina store and restaurant will be a multi-story building. Under this objective portion of the test alone the new building is a major change. It is unequivocal that the exterior appearance of the building will significantly change.

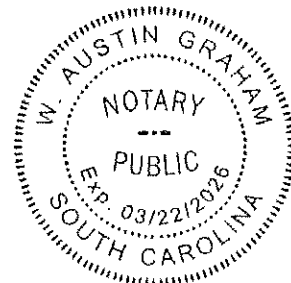
6. Additionally, during construction of the building that will take many months to complete, there will be a lot of parking spaces closed off for movement of cranes and storage of materials for construction, plus construction personnel parking, could be as long as a year.
7. In my professional opinion, the density and intensity on the site will be tremendously increased, the changes will overburden the property, and the plans should clearly be considered a major amendment to the Marlin Quay PUD Ordinance.
8. Further, the Affiant saith not.

  
Robert L. Castles, Jr., P.E.  
Castles Engineering, Inc.

**SWORN TO** before me  
this 2 day of November 2017

  
Notary Public for the State of South Carolina

My Commission Expires: 3/22/26

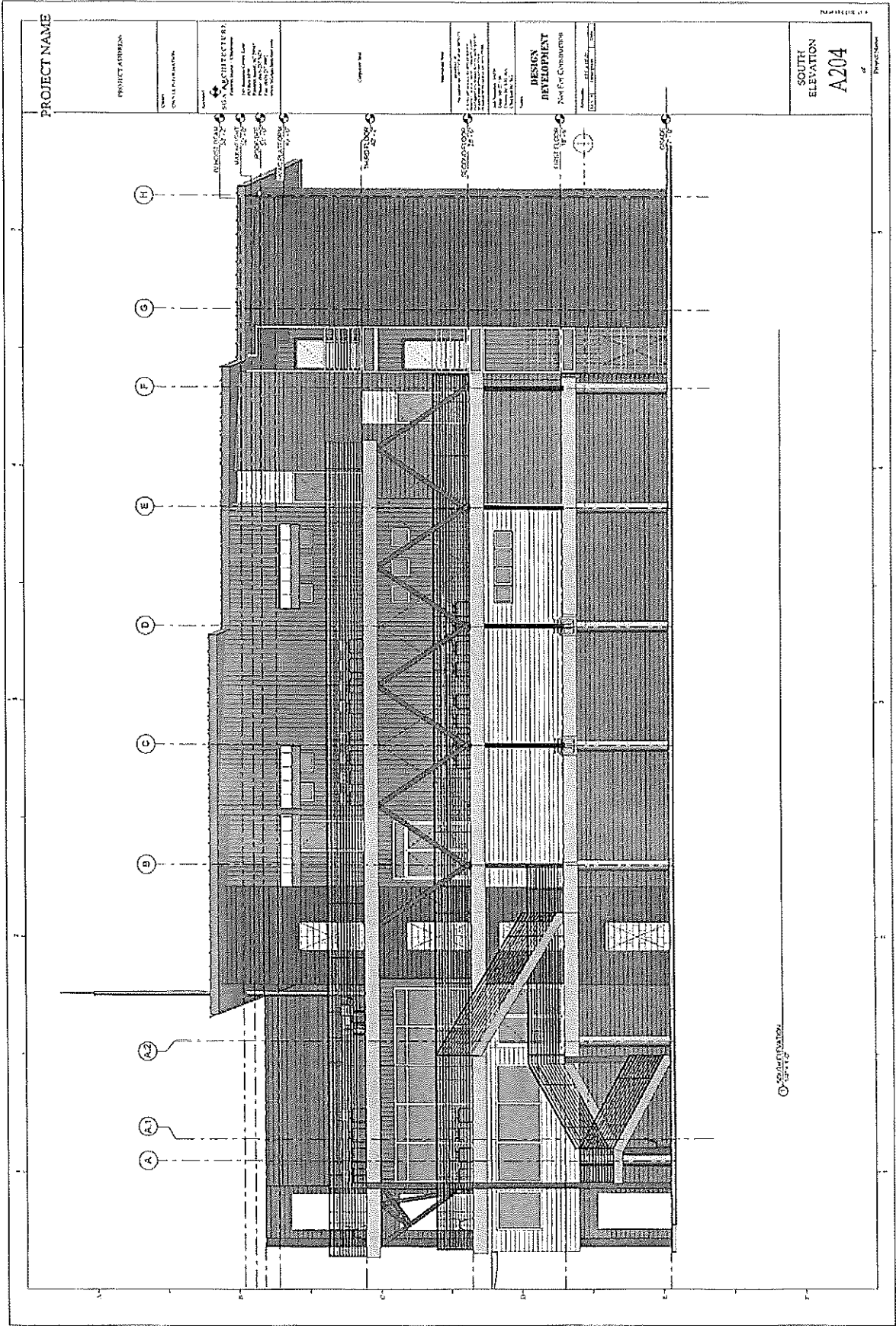




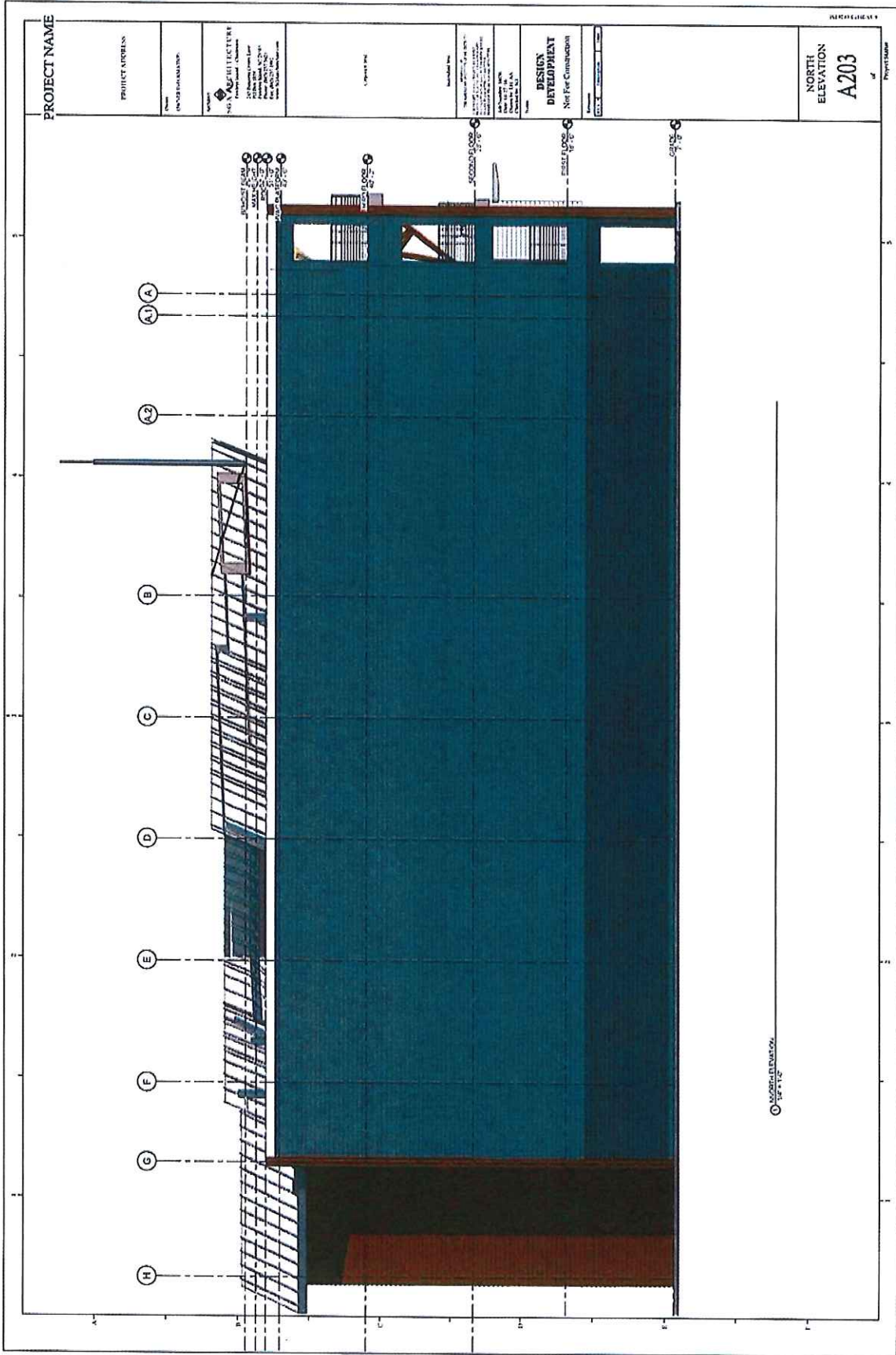














PROJECT NAME

PROJECT ADDRESS

OWNER

ARCHITECT

1000 Main Street, Suite 100  
 Portland, ME 04101  
 Phone: 603.555.1234  
 Fax: 603.555.5678  
 Email: info@architect.com

DATE

REVISIONS

DESIGN

DEVELOPMENT

NOT FOR CONSTRUCTION

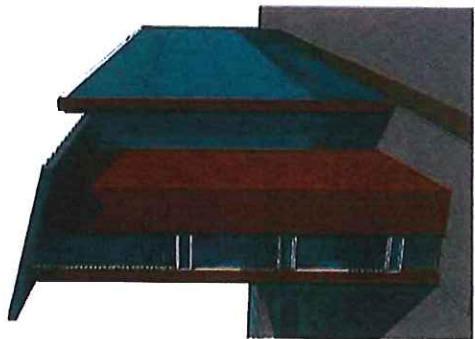
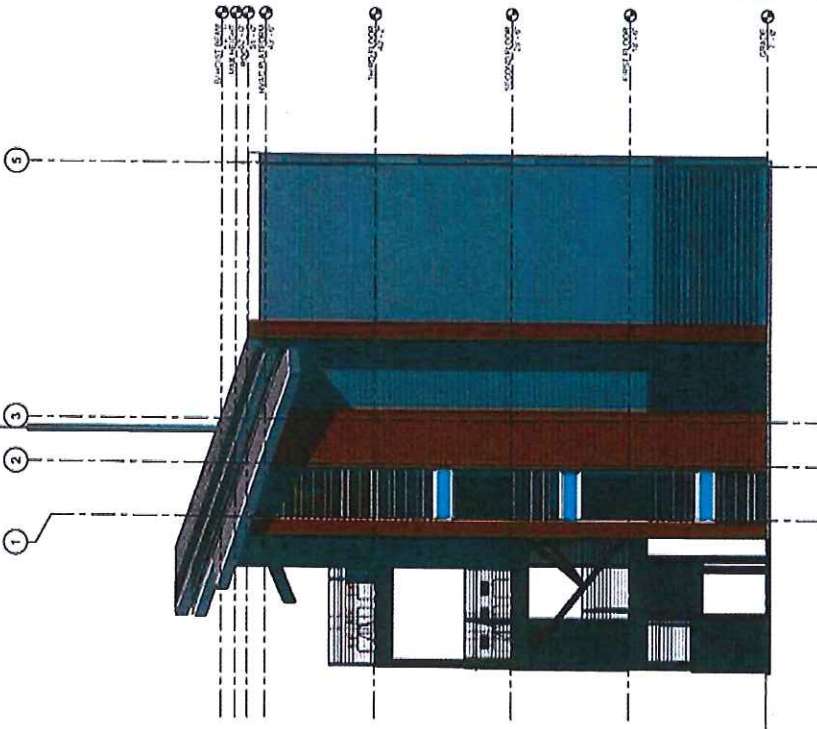
PROJECT

NO. 1

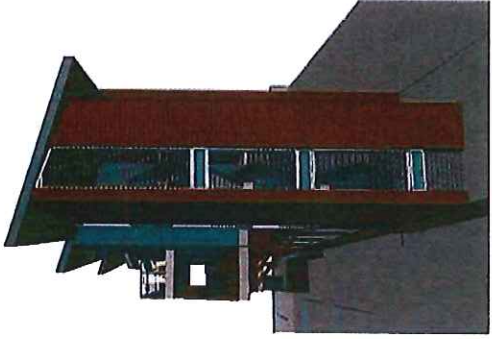
EAST ELEVATION

A202

Project Name



View 2



View 4



View 4





4603 v: 3622 ??

Holly Richardson

From: David J. Victoria Jr. <dvic@tungstencorporation.com>  
Sent: Monday, July 20, 2015 10:37 AM  
To: 'Chris Hollingsworth'; marklawhon@gmail.com  
Cc: Holly Richardson; 'Dan Stacy'; Joanne Ochal  
Subject: RE: Marlin Quay

\* permission from HOA  
- what will go in demo area  
- cannot put back SF.  
- plug?

Holly,

The square foot sums are listed in red below.

The design intent is to keep the same SF allocations for both the Store and Restaurant.

This means that some of the support spaces for the store will need to be on the second floor.

1. The square footage of the existing building (including your side and the section you lease from the HOA). 4,603sf (total for both floors)
2. The square footage of what is to be demolished. SF to be demolished or abandoned: 2,332sf
3. The square footage of store area now 2,646sf and the square footage of the store area in the proposed plan. 2,646sf
4. The square footage of the restaurant area now 1,957sf and the square footage of the restaurant area in the proposed plan. 1,957sf

Please let us know what other questions you may have.  
Thank you,

David J. Victoria Jr.  
AIA | CDT | CSI | LEED AP

last approval 1997

3622 SF  
(Fraser Way)

Tungsten

TUNGSTEN CORPORATION  
www.tungstencorporation.com

4728 Jenn Drive Suite 102  
Myrtle Beach, SC 29577

P: 843.839.1650  
F: 843.839.1652  
M: 843.458.2265

GENERAL CONTRACTING  
CONSTRUCTION MANAGEMENT  
ARCHITECTURE

4603 now  
- 2332  
21271

addition = not exceed 2,332 SF

From: Holly Richardson [mailto:hrichardson@gtcounty.org]  
Sent: Thursday, July 16, 2015 11:40 AM  
To: 'Dan Stacy'  
Cc: dvic@tungstencorporation.com; Chris Hollingsworth; Joanne Ochal  
Subject: Marlin Quay

Dan,

Joanne and I pulled out our files for Marlin Quay yesterday and we are getting prepared to make a recommendation to the Director about your client's project. In order to make a determination, we will need the following:

1. The square footage of the existing building (including your side and the section you lease from the HOA)

JOEL JOLLY

22312

2. The square footage of what is to be demolished.
3. The square footage of store area now and the square footage of the store area in the proposed plan.
4. The square footage of the restaurant area now and the square footage of the restaurant area in the proposed plan.

We are basically trying to make sure you are within the existing square footage – or within the total approved amount for this building and to make sure that the restaurant area is not increased which would affect parking.

Also, please tell us how many parking spaces you have designated now and how many you will have after the addition so we can verify that it is not being negatively affected.

Thanks.

Holly Richardson  
Chief Planner  
Georgetown County Planning and Code Enforcement  
129 Screven Street  
Georgetown, SC 29440  
843-545-3254 (W)  
843-545-3299 (F)  
[h Richardson@gtcounty.org](mailto:h Richardson@gtcounty.org)

---

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2015.0.6081 / Virus Database: 4392/10241 - Release Date: 07/16/15

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No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2015.0.6081 / Virus Database: 4392/10265 - Release Date: 07/19/15

Holly Richardson

m: Holly Richardson  
Sent: Tuesday, August 04, 2015 11:35 AM  
To: Joanne Ochal; Boyd Johnson  
Cc: Judy Blankenship  
Subject: Marlin Quay  
Attachments: MARLIN QUAY TIMELINE.docx

After much research, I created the attached timeline for the Marlin Quay PD. Below is a summary of the marina store info.

1. The marina store was approved for 4,244 SF in 1984.
2. An (unapproved) boundary survey from 1992 showed the building with a total of 4,161 SF.
3. In 1994, SGA (as agent for Buddy Hucks) applied to remove the existing store and combine with the 3,000 SF restaurant. The approved plans show the store at 4,244 SF. This removal of the existing store and subsequent combination with the restaurant was approved but did not happen.
4. In 1997, Frasier Wall (as agent for Charles Stone) applied to abandon the lease portion of the building and expand the store by 748 SF. Plans show 2,874 SF for existing building (this does not include the 1,597 SF of area to be abandoned) and a proposed addition of 748 SF for a new total of 3,622. This was approved by Council. Note that based on Frasier's drawing, the total existing building at that time included 4,471 SF which exceeds the approved amount from #1 above. I am unsure as to whether this addition happened or not. Clearly, he did not abandon the 1,597 SF as was planned. There is a later permit to "renovate the existing marina store" in 1998, but an addition is not mentioned.
5. The current request from Dr. Lawhon is demolish the leased area which they list as 2,332 SF (note that this differs from the 1,597 SF listed above?) and include that square footage in a new addition. They list the existing building at 4,603 SF (which exceeds the approved amounts that I have found). Their proposal would be to demolish the 2,332 SF in the leased area and construct an additional 2,332 SF on to the remaining side to end up with the same total of 4,603 SF.
6. Options going forward:
  - a. Based on the premise that that we are going to allow them to keep the same amount of square footage that is there today, even if we cannot find an explanation for the overage -- grant the current owner approval to demo the 2,332 SF and construct an addition of 2,332 to end up with the same net square footage of 4,603 SF.
  - b. Based on the fact that the existing square footage amount exceeds what was approved and in the absence of any subsequent approvals, allow them to demolish the existing 2,332 SF in the leased area, but restrict them to either the approved 4,244 SF from #1 above or to the more restrictive 3,622 SF approval from #4 above.
7. In either case, we need to make sure that the total area for the store and the total area for the restaurant do not exceed the current amounts, no parking is taken up with the addition and a letter from the HOA is provided regarding the demo.
8. Regarding the issue of them not meeting a setback from the existing property line, I really cannot find where that is going to be a problem. No setbacks are listed in the PD beyond a 55' from the front and that is just on a note from WRGOG. I even found a handwritten note from someone (at WRGOG?) indicating that setbacks would not be a problem because it was an "Interior PD" line.

s confusing. I'm going to set up a meeting so we can go over. All this may be for nothing if they can't address the food issues with the Building Department.

Holly Richardson

## **Redman, George W**

---

**Subject:** RE: Gulfstream Cafe, LLC & Marlin Quay Marina PUD

**From:** David Victoria  
**Sent:** Monday, October 16, 2017 6:37 PM  
**To:** Redman, George W <GRedman@bellamylaw.com>  
**Cc:** Lanoie, Kayla <KLanoie@bellamylaw.com>  
**Subject:** RE: Gulfstream Cafe, LLC & Marlin Quay Marina PUD

George,

Thank you for your message. I am sorry it's taken me this long to respond.

I have gone back through the CAD file taking SF calculations. It appears that I did consider the exterior seating in the calculations. The only way to get the exact number I submitted to G-town County is to take the gross SF of each floor, the exterior seating on the ground, and the exterior seating on the second-floor that was within the guard rail. The second-floor slab extended a couple feet beyond the rail so I only considered the usable SF on the second floor. I did not consider the stairs in my calculations. Additionally, I noticed that we failed to document the storage space on the second floor. Our second level drawing shows a door into the storage space but does not document the size and shape. Not sure if that matters or not...

Please let me know if you would like to schedule a phone conference to discuss this in more detail. I can have the CAD file open and answer any questions you may have.

Thank you,  
David

**From:** Redman, George W [<mailto:GRedman@bellamylaw.com>]  
**Sent:** Thursday, October 12, 2017 12:08 PM  
**To:** David Victoria <[dvic@tungstencorporation.com](mailto:dvic@tungstencorporation.com)>  
**Cc:** Lanoie, Kayla <[KLanoie@bellamylaw.com](mailto:KLanoie@bellamylaw.com)>  
**Subject:** Gulfstream Cafe, LLC & Marlin Quay Marina PUD

David,

To follow up on my voicemail message with you, please see the attached as-built survey of the prior Marina Store and Snack Bar building at the Marlin Quay Marina, as well as an email that you had sent to Georgetown County in 2015. The County wanted to know the square footage of the building, and you responded by stating 4,603 square feet, total.

My sole question is: Does the 4,603 square feet include the unenclosed deck space (upstairs and downstairs) and the stairway?

Hopefully the attached the as built plans that you had sent to me, will simplify the process?

I have attached the our last correspondence in this matter, just fyi, as well.



Please let me know, and thank you,

George.



---

**George W. Redman III**  
Bellamy, Rutenberg, Copeland, Epps,  
Gravely & Bowers, P.A.  
1000 29th Avenue North  
Myrtle Beach, SC 29577  
Direct Dial: (843) 916-7160  
Fax: (843) 448-3022  
[www.BellamyLaw.com](http://www.BellamyLaw.com)



Redman, George W

From: Wesley Bryant <wbryant@gtcounty.org>  
Sent: Wednesday, December 07, 2016 9:23 AM  
To: Redman, George W  
Subject: Fwd: Marlin Quay Planned Development

2017CP2200235

Email from June determining minor change.

Wesley P. Bryant

Begin forwarded message:

From: Boyd Johnson  
Sent: Wednesday, June 15, 2016 5:08 PM  
To: Steve Goggans <SteveGoggans@gtcounty.org<mailto:SteveGoggans@gtcounty.org>>  
Cc: Holly Richardson <hrichardson@gtcounty.org<mailto:hrichardson@gtcounty.org>>  
Subject: Marlin Quay Planned Development

Dear Steve,

Please accept this email as the Planning Department's response to your letter dated May 26, 2016, including our position regarding whether the proposed improvements at the Marlin Quay PD rise to a level that would require a formal zoning amendment process. The County's ZO requires "major" changes be submitted as a zoning amendment. Several factors go into determining if an activity is a major change. One of the factors we considered was if the planned improvements increase the "intensity" of land use. As stated on your letter, the building being constructed is essentially the same size as the existing building, only the allocation of square footage inside the building is changing. Much of the increase is the size of the restaurant is due to the kitchen, restrooms and storage. We understand that parking can be provided as required in the ZO. Also, the degree of impervious surfaces and open space is not changing.

Based on the above, staff's position is the proposed improvements do not constitute a major change, thus do not require an amendment to the PD. The reviews and approvals can be handled at the staff level.

Boyd Johnson  
Director of Planning and Code Enforcement Georgetown County Planning  
129 Screven Street  
Georgetown, SC 29440  
843-545-3162  
843-545-3299 (FAX)  
bjohnson@gtcounty.org<mailto:bjohnson@gtcounty.org>

Kovach, Patricia

2017CP2200235

Subject:

FW: Marlin Quay Planned Development

From: Boyd Johnson

Sent: Wednesday, June 15, 2016 5:08 PM

To: Steve Goggans <[SteveGoggans@gtcounty.org](mailto:SteveGoggans@gtcounty.org)<<mailto:SteveGoggans@gtcounty.org>>>

Cc: Holly Richardson <[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)<<mailto:hrichardson@gtcounty.org>>>

Subject: Marlin Quay Planned Development

Dear Steve,

Please accept this email as the Planning Department's response to your letter dated May 26, 2016, including our position regarding whether the proposed improvements at the Marlin Quay PD rise to a level that would require a formal zoning amendment process. The County's ZO requires "major" changes be submitted as a zoning amendment. Several factors go into determining if an activity is a major change. One of the factors we considered was if the planned improvements increase the "intensity" of land use. As stated on your letter, the building being constructed is essentially the same size as the existing building, only the allocation of square footage inside the building is changing. Much of the increase in the size of the restaurant is due to the kitchen, restrooms and storage. We understand that parking can be provided as required in the ZO. Also, the degree of impervious surfaces and open space is not changing.

Based on the above, staff's position is the proposed improvements do not constitute a major change, thus do not require an amendment to the PD. The reviews and approvals can be handled at the staff level.

Boyd Johnson

Director of Planning and Code Enforcement

Georgetown County Planning

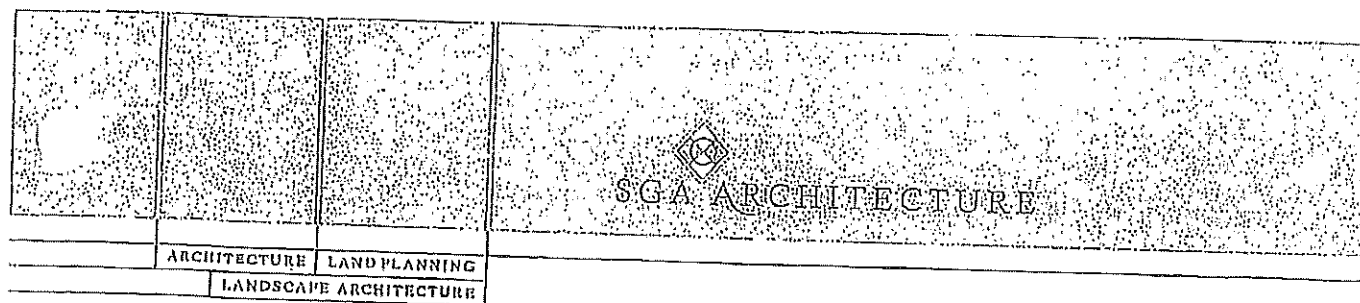
129 Screven Street

Georgetown, SC 29440

843-545-3162

843-545-3299 (FAX)

[bjohnson@gtcounty.org](mailto:bjohnson@gtcounty.org)<<mailto:bjohnson@gtcounty.org>>



May 26, 2016

Georgetown County Department of Planning & Code Enforcement  
 Ms. Holly Richardson & Mr. Boyd Johnson  
 P.O. Drawer 421270  
 Georgetown, SC 29442-4200

Dear Holly and Boyd,

On behalf of my clients, Dr. Mark Lawhon and Chris Lawhon, I am writing to confirm certain parameters regarding the construction of their new marina building at Marlin Quay.

First, I think everyone has agreed that the Owners can construct a new building comprising of 4,600 square feet of conditioned (heated) space. The question that has most recently arisen, "Does the amount of space allocated to dining versus retail have to be exactly the same as the existing building, which is scheduled to be demolished?" Based upon our conversations, you have stated that, provided that the intensity of the uses, or the primary uses themselves, do not change, then the mix of uses can vary in area---provided the overall square footage does not exceed 4,600 SF.

In reviewing the definition of "intensity" from section 619.3023 of the Zoning Ordinance, I respectfully assert that there will be no "negative impacts on the environment and neighboring land uses." The impervious surface of the site will not be increased, open space will not be reduced, and the bulk or height of the building will not change. Obviously, the height and bulk of the building will be mainly determined by flood regulations and the heated square footage, which is 4,600 SF.

In addition to the above, the main items that will change when considering the new building to the old include larger restrooms to meet code and ADA, a larger kitchen, showers, and storage. Therefore, there should not be increased traffic, lighting or other items which would impact neighboring properties.

Finally, I wish to note that per our parking analysis, approximately 31 parking spaces are needed to accommodate the proposed uses per the ordinance, and 50 parking spaces are

provided. This being said, the site seems to have more than enough capacity to accommodate the new structure under the current ordinance.

Assuming you agree with the above, I would appreciate your concurrence, in order that we may proceed with the design. Thank you for your consideration and please call if you wish to discuss.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve Goggans", written over a horizontal line.

Steve Goggans, AIA

2017CP2200235

MARLIN QUAY  
PD

Holly Richardson

From: Holly Richardson  
Sent: Thursday, January 28, 2016 11:48 AM  
To: 'Dan Stacy'  
Cc: Joanne Ochal; Boyd Johnson  
Subject: RE: Marlin Quay

Dan,

Thank you for sending the attached letter. Based on #10 where Mr. Nappier indicates that your client will agree to a density increase by the POA, we are going to accept this as an indication that the POA is agreeable to giving the square footage amount for the portion of the existing building that is located on their property (2,332 square feet). This came from an earlier email from the architect, so I'm not sure it exactly refers to the POA section over to Dr. Lawhon to be utilized to construct a new restaurant/store.

We will consider this a transfer of square footage from one parcel to another which can be approved at the staff level. Staff will approve this transfer and allow the demolition of the existing building which sits on the property line of both parties and the construction of a new building wholly on Dr. Lawhon's property provided:

- The existing square footage of the current building is not exceeded.
- The restaurant portion of the new building cannot be any larger than the restaurant portion is currently. (1957 SF according to the architect).
- The amount of available parking for the existing building cannot be reduced.
- Compliance with all other applicable codes such as flood regulations, stormwater, fire codes, building codes, etc.
- Based on the attached letter, the POA for the condos is aware that if they ever wish to add square footage for a structure on their parcel, it would require a PD amendment.

We look forward to working with your client on this project.

Holly Richardson  
Chief Planner  
Georgetown County  
843-545-3254  
hrichardson@gtccounty.org

-----Original Message-----

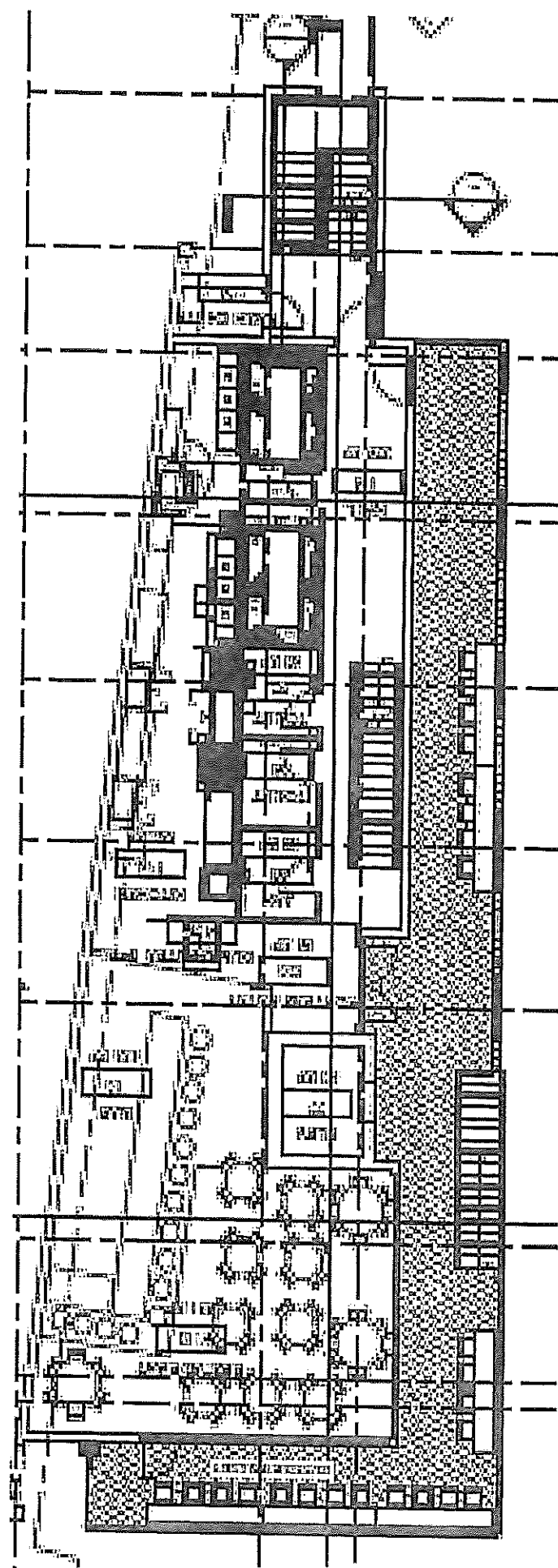
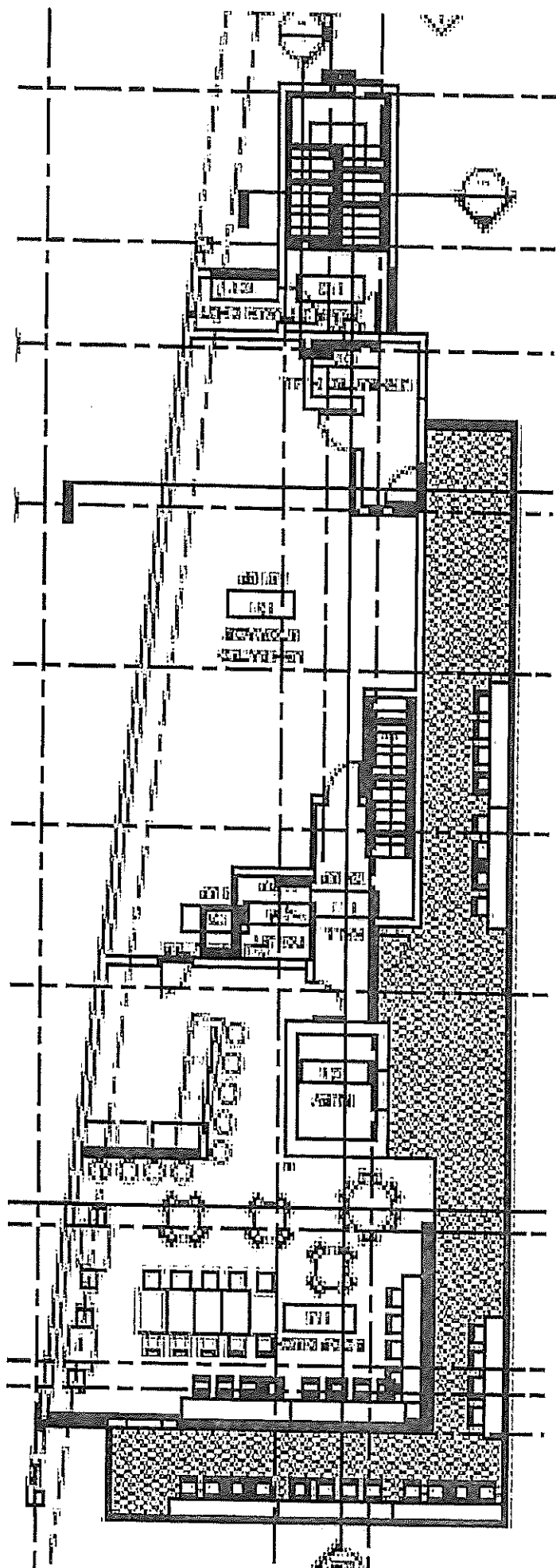
From: Dan Stacy [mailto:DStacy@OxnerandStacy.com]  
Sent: Tuesday, January 26, 2016 9:17 AM  
To: Holly Richardson <hrichardson@gtccounty.org>  
Cc: Mark Lawhon <marklawhon@gmail.com>; Sonya Papanikolaou <Sonya@OxnerandStacy.com>  
Subject: FW: Marlin Quay

Holly, per our conversation, attached is the letter from Mark Nappier confirming our agreement. Please confirm to us that we can use the existing square footage of both buildings in our new building based on this agreement so we can begin actual design.

Daniel W. Stacy, Jr.

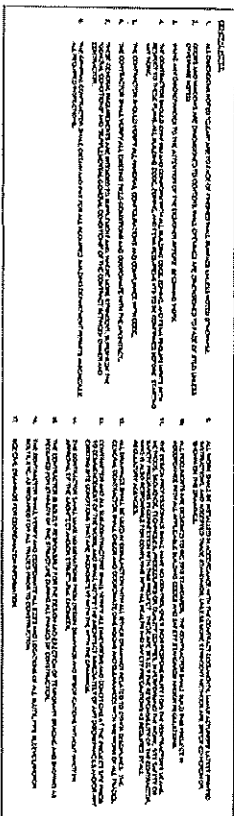










[illegible]
$$\bigoplus_{\mathbb{Z}}$$

MARLIN  
QUAY  
RESTAURANT  
& STORE

1 MOULTON BUILDING  
1530 E. WASHINGTON ST.  
CHICAGO, ILL. 90

1042 WATCHEMAN DR  
GARDEN CITY, N.Y.  
09534

SGA ARCHITECTURE  
Product based / Design  
3M Business Process

**ETS**

78 Cantonment Lane  
P.O. Box 300  
Burlington, N.C. 27215  
Phone 404/237-9024 or 1-800-237-2799



\* From the Department of Psychology,  
 University of Illinois, Urbana, IL.

1993

Figure 1. The study area and the location of the sampling stations.

**Figure 7.**



Corporate Inc.



Umsatzsteuern auf  
den Umsatz des Erzeugers für  
den Zeitraum 1.1.1994 bis 31.12.1994  
abgegeben. Nachfolgend sind die  
Umsatzsteuern für den Zeitraum 1.1.1994  
bis 31.12.1994 angegeben.

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County _____	Clerk _____

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Permitting Process

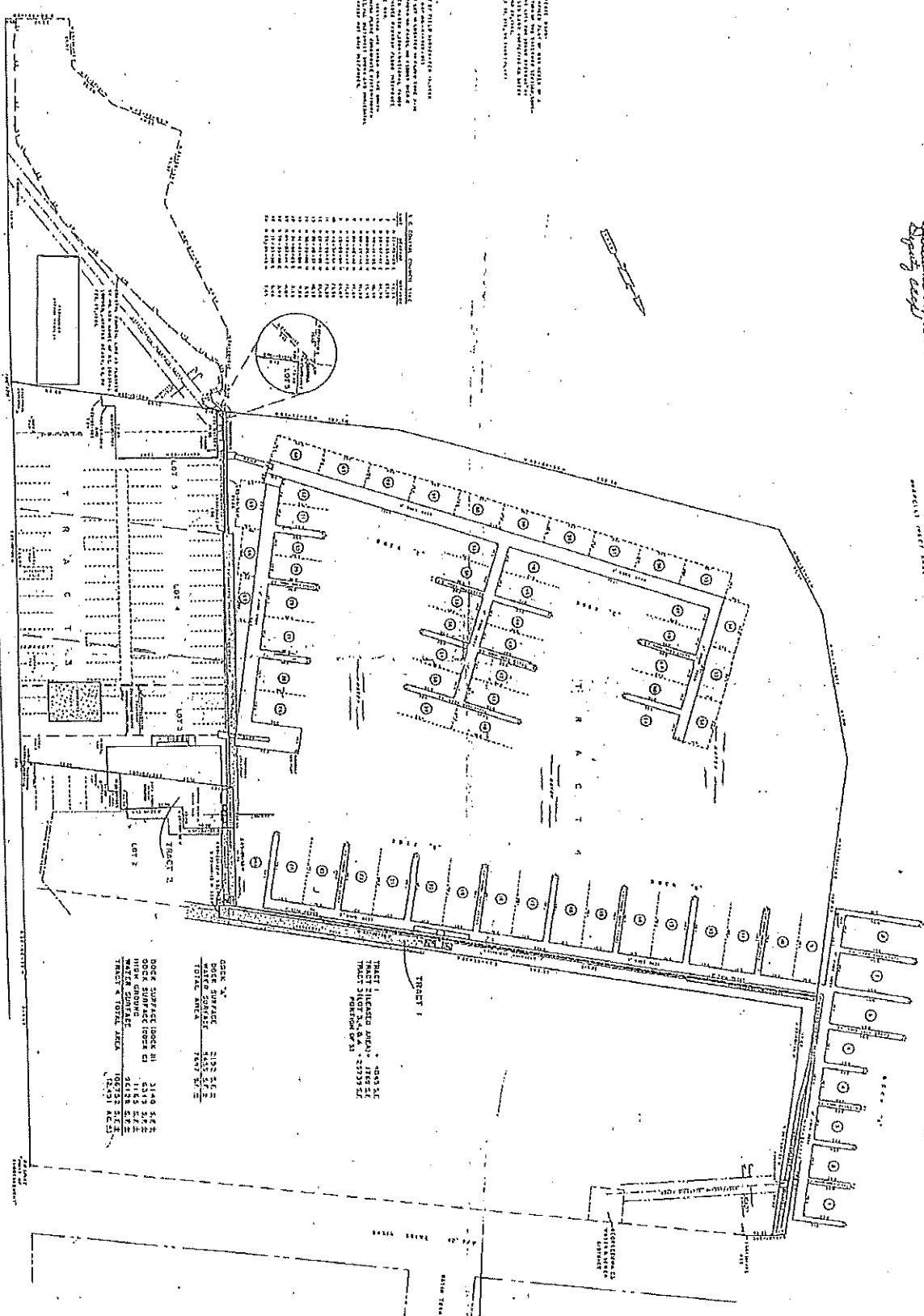
Book for page 216  
Question 37, 1st Edition  
August 1901

6282, 6384, 6412, 6440

WILLIAM J. BRYAN

[illegible][illegible]

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1962	1,100,000	110.0	1,100,000	110.0
1963	1,100,000	110.0	1,100,000	110.0
1964	1,100,000	110.0	1,100,000	110.0
1965	1,100,000	110.0	1,100,000	110.0
1966	1,100,000	110.0	1,100,000	110.0
1967	1,100,000	110.0	1,100,000	110.0
1968	1,100,000	110.0	1,100,000	110.0
1969	1,100,000	110.0	1,100,000	110.0
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2017	1,100,000	110.0	1,100,000	110.0



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DOCK SURFACE	5432 AC =
WATER SURFACE	5432 AC =
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DOCK SURFACE DOCK #2	4332 AC =
WATER SURFACE	4112 AC =
TOTAL SURFACE	4032 AC =
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TRACT # TOTAL AREA	10472 AC =
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	10472 AC =

TRACT 1 + 4045 AC  
TRACT 2 (EAST OF RIVER) + 1768 AC  
TRACT 3 (OF 3, 4, 5, 6) + 25755 AC  
PORTION OF 33

**OFFICE**

MARLIN QUAY MARINA  
HORIZONTAL PROPERTY REGIME.  
MARLIN RIVER TRUST

**Journal of Management Inquiry** 20(6)br/>DOI: 10.1177/1056492611418101  
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TO : SAC, NEW YORK  
FROM : SAC, ALBANY  
SUBJECT: [REDACTED]  
[REDACTED]









## Recorded Easements

Book	Page	Date	Description	
234	803	4-2-1986	Agreement for Easement	
284	790	4-2-1986	Agreement for Easement	
234	797	4-2-1986	Agreement for Easement	Attached hereto as Exhibit B
382	217	6-4-1990	Agreement of Easement and Consent to and Joinder of Mortgage to Granting of Easement	Attached hereto as Exhibit A

04347

BOOK 382 PAGE 217

FILED  
BETTY L. WILLIAMS  
CCCP # 35  
50 JUN -4 PM 2:00  
BOOK 382 PAGE 217

STATE OF SOUTH CAROLINA ) AGREEMENT OF EASEMENT AND  
COUNTY OF GEORGETOWN ) CONSENT TO AND JOINDER OF MORTGAGEES  
TO GRANTING OF EASEMENT

WHEREAS, Marlin Quay Marina Corporation did on the 10th day of December, 1985, execute and deliver a Note in the amount of Six Hundred Thousand and no/100 (\$600,000.00) Dollars to First Union National Bank and secured the same by Mortgage and Security Agreement, said Mortgage being recorded in the Office of the Clerk of Court for Georgetown County in Real Estate Mortgage Book 225 at Page 209; and

WHEREAS, Marlin Quay Marina Corporation granted three (3) easements to The Gulfstream Cafe, Inc. which easements were recorded in the Office of the Clerk of Court for Georgetown County in Deed Book 234 at Pages 790, 797 and 803; and

WHEREAS, the parties acknowledge that there may be discrepancies in the rights granted to The Gulfstream Cafe, Inc., and Marlin Quay Marina Corporation and The Gulfstream Cafe, Inc. therefore desire that Marlin Quay Marina Corporation grant a non-exclusive perpetual easement from Marlin Quay Marina Corporation to The Gulfstream Cafe, Inc. for the purposes of ingress and egress and vehicular parking on, over and across that certain real property of Marlin Quay Marina Corporation, which is more fully described herein below, by owners, agents, employees, servants, visitors, guests and invitees of The Gulfstream Cafe, Inc., and Marlin Quay Marina Corporation and The Gulfstream Cafe, Inc. further desire to clarify the intent of the parties in the granting of all of the easements described above, and First Union

National Bank desires to consent to and join in the granting of said easement hereinafter described;

NOW, THEREFORE, for and in consideration of the sum of One and No/100 (\$1.00) Dollar and the covenants and conditions expressed herein, the receipt and sufficiency of which is hereby acknowledged, Marlin Quay Marina Corporation, a corporation duly organized pursuant to the laws of the State of South Carolina (the "Grantor"), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto The Gulfstream Cafe, Inc., its successors and assigns (the "Grantee") a non-exclusive perpetual easement appurtenant to the premises of the Grantee hereinafter described for the full and free right of ingress and egress on, over and across the following described property of the Grantor, together with the rights of vehicular parking on and vehicular and pedestrian access to, all in accordance with all governmental rules, regulations, ordinances or laws, the premises of the Grantor hereinafter described, and also for the purpose of maintenance, repair, alteration and/or improvements to the Grantee's hereinafter described property. It is anticipated by the parties that while they will each have joint and non-exclusive use at all times of the area covered by this easement that the Grantor will utilize the premises primarily during the daytime regular business hours of Grantor and the Grantee will utilize the premises primarily in the evening regular business hours of Grantee. The property of the

Grantor subject to this non-exclusive perpetual easement is more fully described as follows:

A non-exclusive right of ingress, egress and vehicular parking over, across and on all those certain pieces, parcels or tracts of land situate, lying and being in the Garden City area of the County of Georgetown, State aforesaid, and being more particularly shown as Lots 3, 4, and 5 of Tract 3 on that certain Plat entitled Survey of Marlin Quay Marina Horizontal Property Regime, Garden City Point, prepared by Surtech, Inc. dated May 21, 1985, revised November 27, 1985, and recorded in the office of the Clerk of Court for Georgetown County in Plat Book 6 at Page 214, said plat being expressly incorporated herein by reference.

The Grantor acquired the aforescribed property by virtue of that certain Deed from Marlin Quay Company, a South Carolina General Partnership, dated July 1, 1983 and recorded on September 1, 1983 in the office of the Clerk of Court for Georgetown County in Deed Book 211 at Page 1141.

The property of the Grantee to which this easement is appurtenant is more fully described as follows:

All those certain pieces, parcels, areas or tracts of land identified as Marsh Area, Tract A and Tract B on that certain survey for Marlin Quay Company, Garden City Point dated August 27, 1985, revised January 24, 1986, surveyed and mapped by Surtech, Incorporated and recorded in the office of the Clerk of Court for Georgetown County in Plat Book 6 at Page 438.

It is expressly understood and agreed by Marlin Quay Marina Corporation and the Gulfstream Cafe that as part of the consideration for this conveyance, both parties shall be equally responsible for the maintenance and upkeep of the aforementioned easement area and shall equally share the costs associated with its proper maintenance and upkeep to insure that it is satisfactory for the uses and purposes intended herein.

It is further understood and acknowledged by the parties hereto that the Grantor herein gave a Mortgage in favor of First Union National Bank, said Mortgage having been recorded in the Office of the Clerk of Court for Georgetown County in Mortgage Book 225 at Page 209, and covering certain real property of the Grantor herein, a portion of which real property is covered by the grant of the easement herein (the "Mortgage"). First Union National Bank consents to and joins in the aforesaid grant of easement from Marlin Quay Marina Corporation to The Gulfstream Cafe, Inc. upon and pertaining to that portion of the property covered by the aforesaid Mortgage lien of First Union National Bank, and First Union National Bank specifically and expressly subordinates its aforesaid Mortgage lien to the easement granted herein; provided, however, that First Union National Bank makes no representations or warranties as to the validity of the documents creating the easement, and provided, further, that said Mortgage in all respects shall remain in full force and effect and be unaffected hereby except as set forth hereinabove;

Together with all and singular the rights, members, hereditaments and appurtenances to the above-described easement belonging, or in anywise incident or appertaining;

To have and to hold, all and singular, the above-described easement and to the said The Gulfstream Cafe, Inc., its successors and assigns forever;

And the said Marlin Quay Marina Corporation does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said easement unto the said Gulfstream Cafe, its successors and assigns, against itself and its successors and assigns and all others whomever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12<sup>th</sup> day of August, in the year of our Lord One Thousand Nine Hundred and Eighty Nine and in the Two Hundred and Thirteenth Year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

[Signature]

Nancy L. Rowe  
(as to Marlin Quay  
Marina Corporation)

MARLIN QUAY MARINA CORPORATION  
a South Carolina Corporation  
(Corporate Seal)

By: [Signature]  
Its: 7281

Attest: W. A.  
Its: 7281

WITNESSES:

[Signature]

Camille A. Britton  
(as to The Gulfstream Cafe,  
Inc.)

The Gulfstream Cafe, Inc.  
a South Carolina Corporation  
(Corporate Seal)

By: [Signature]  
Edward G. Cribb, Jr.  
President

Attest: [Signature]  
Its: Secretary

BOOK 382 PAGE 222

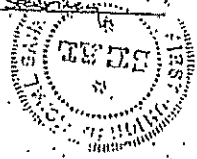
WITNESSES:

Marcia Corio  
Angela L. Huskey  
(on as First Union  
National Bank)

FIRST UNION NATIONAL BANK

By: Diborah M. Miller  
Its: Vice President

Attest: J. L. Mead  
First Assistant Secretary



BOOK 234 PAGE 797

FILED  
BETTY L. WILLIAMS  
CLERK  
APR 2 2 57 PM '86  
GEORGETOWN COUNTY, S.C.  
BOOK PAGE

STATE OF SOUTH CAROLINA )  
COUNTY OF GEORGETOWN )

AGREEMENT FOR EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Marlin Quay Marina Corporation, a corporation duly organized pursuant to the laws of the State of South Carolina, for and in consideration of the sum of FIVE (\$5.00) DOLLARS and the covenants and conditions expressed herein, paid by The Gulfstream Cafe', Inc., the legal sufficiency and receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto The Gulfstream Cafe', Inc., its Successors and Assigns a non-exclusive easement appurtenant to the premises of the Grantee hereinafter described for the full and free right of ingress and egress over and across the following described property of the Grantor, together with the rights of vehicular parking and vehicular and pedestrian access and also for the purpose of maintenance, repair, alteration and/or improvements to the Grantee's hereinafter described property. It is anticipated by the parties that while they will each have joint and non-exclusive use of the area covered by this easement that the Grantor will primarily utilize the premises during the daytime and the Grantee will primarily use these premises in the evening. The property of the Grantor subject to this non-exclusive easement is more fully described as follows:

ALL those certain pieces, parcels or lots of land situate, lying and being in the Garden City area of the County of Georgetown, State aforesaid, and being more particularly shown as Lots 3 and 4 of Tract 3 on that certain plat entitled "Survey Of Marlin Quay Marina Horizontal Property Regime, Garden City Point", prepared by Sur-Tech, Inc., dated May 21, 1985, revised November 27, 1985, and recorded in the office of the Clerk of Court for Georgetown County in Plat Book 6 at Page 214, said plat being expressly incorporated herein by reference.

SAVING AND EXCEPTING THEREFROM that portion of Lot 3 of Tract 3 on said plat occupied by that portion of the building identified as "Marina Club & Snack Bar" which projects from Tract 2 into Tract 3 and also the area identified as Sign Easement on said plat.

The grantor having acquired the aforescribed property by virtue of that certain deed from Marlin Quay Company, a S.C. General Partnership dated July 1, 1983, and recorded on September 1, 1983, in the Office of the Clerk of Court for Georgetown County in Deed Book 211 at Page 1141.



The property of the Grantee to which this easement is appurtenant is more fully described as follows:

(See attached Exhibit A)

IT IS EXPRESSLY UNDERSTOOD AND AGREED by Marlin Quay Marina Corporation and the The Gulfstream Cafe', Inc., that as part of the consideration for this conveyance, both parties shall be equally responsible for the maintenance and upkeep of the aforementioned easement area and shall equally share the costs associated with its proper maintenance and upkeep to insure that it is satisfactory for the uses and purposes intended herein.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED by the parties that First Union National Bank has a mortgage recorded in the Office of the Clerk of Court for Georgetown County in Mortgage Book 225 at Page 209 covering certain real property of the Grantor herein, a portion of which will be utilized for the easement herein granted. First Union National Bank does not consent and join in the aforesaid easement from Marlin Quay Marina Corporation to The Gulfstream Cafe', Inc., upon that portion of the property upon which First Union National Bank has a lien and does not subordinate its aforesaid Mortgage to this easement. First Union National Bank makes no representations or warranties as to the validity of the documents creating the easement and all aspects of said Mortgage remain in full force and virtue. This easement shall be subordinate to the aforesaid Mortgage.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said The Gulfstream Cafe', Inc., its Successors and Assigns forever.

AND the said Marlin Quay Marina Corporation does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said premises unto the said The Gulfstream Cafe', Inc., its Successors and Assigns, against itself and its

Successors and Assigns and all others whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25th day of February, in the year of our Lord One Thousand Nine Hundred and Eighty-six and in the Two Hundred and Tenth Year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

Hal M. Strange  
Barbara P. Mahaffey

Hal M. Strange  
Barbara P. Mahaffey

STATE OF SOUTH CAROLINA }  
COUNTY OF GEORGETOWN }

MARLIN QUAY MARINA CORPORATION

By Grover C. Cauthen, Pres.

Attest Jack L. Moore, Asst. Sec.

THE GULFSTREAM CAFE, INC.

By Edward C. Cribb, Jr., Pres.

Attest Grover C. Cauthen, Sec.

PERSONALLY appeared before me Barbara P. Mahaffey and made oath that (s)he saw the within named MARLIN QUAY MARINA CORPORATION, a S.C. Corporation, by its duly authorized President, Grover C. Cauthen and its duly authorized Assistant Secretary, Jack L. Moore, sign, seal and attest, and as their official act and deed, deliver the within written instrument and that (s)he with Hal M. Strange witnessed the execution thereof.

Barbara P. Mahaffey

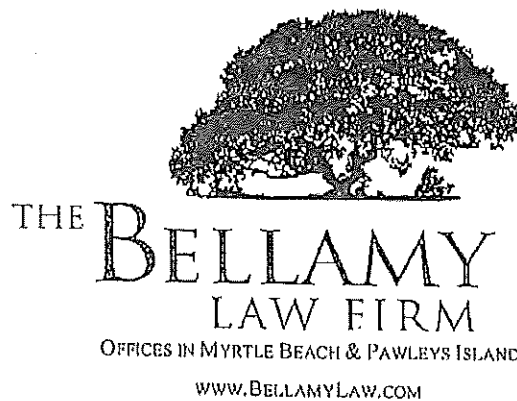
SWORN to before me this 25th day of February, 1986

Hal M. Strange (SEAL)  
Notary Public for South Carolina  
My Commission expires: 10/10/87



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

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



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

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

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

Writer's Direct Dial: 843-916-7160  
Email: [GRedman@BellamyLaw.com](mailto:GRedman@BellamyLaw.com)

September 20, 2017

Sent via U.S. Mail and Email (JOchal@GTCountry.org)

Ms. Joann Ochal  
Zoning Administrator  
Georgetown County  
P. O. Box 421270  
Georgetown, South Carolina 29442-4200

Re: **COMPLAINT AND DEMAND FOR OFFICIAL DETERMINATION**  
Marlin Quay Marina Planned Development District  
Major Change: Proposed "Marlin Quay 2" Development Plans

Ms. Ochal:

Our office represents Plaintiff Gulfstream Café, Inc. (hereafter "Gulfstream Café"). The Gulfstream Café is located within the Marlin Quay Marina. The official zoning maps and files of Georgetown County confirm the entire Marlin Quay Marina was formally rezoned as a Planned Development District (PDD) in 1982. It has come to our attention that plans have been submitted to build significant improvements, inclusive of an elevated structure with 8,500 square feet of enclosed interior space (not including outdoor seating areas) within the Marlin Quay Marina PDD, and these plans have been generally referenced as "Marlin Quay 2."

Even though the Marlin Quay 2 plans will have a drastic impact upon property owners within and nearby the Marlin Quay Marina PDD, none of these property owners have been provided with notice or an opportunity to review the plans, nor have they been given an opportunity to offer comments and feedback as to how the proposed changes to the PDD will impact them. As Georgetown County and you personally have been notified, significant changes within this limited area will infringe upon the longstanding and recorded easement rights of numerous property owners, impermissibly make major changes to the nature of the PDD, and overburden the area so as to create a dangerous environment for members of the public at large.

Ms. Joann Ochal,  
Zoning Administrator  
Georgetown County  
September 21, 2017  
Page 2

This correspondence shall serve as our written complaint and demand for a formal written determination, made pursuant to Georgetown County Ordinances §§ 1503 and 1506, finding the Marlin Quay 2 plans referenced above constitute a major change to the Marlin Quay Marina PDD. The grounds for this complaint are that the Marlin Quay 2 plans clearly constitute a major change to the Marlin Quay Marina PDD as defined within Georgetown County Ordinance § 619.302, entitled "Major Changes." Pursuant to the Ordinance § 1503, it is your duty as Zoning Administrator to properly record this complaint, immediately investigate this matter, and thereafter instruct Georgetown County and its officials and agents to comply with the procedure set forth with Ordinance § 619.302, which requires public notice and an opportunity for affected property owners to be heard.

We are informed that the proposed Marlin Quay 2 construction constitutes a major change to the Marlin Quay Marina PDD due to significant changes which include, but are not limited to the following:

- (1) A very well-documented increase in the enclosed, heated, unheated, and outdoor seating square footage of the building;
- (2) A change in the location of land, parking configurations, and access to be used by the proposed building, other property owners, and invitees;
- (3) A dramatic increase in the bulk of the proposed building(s);
- (4) A significant increase in the height of the building;
- (5) Increased traffic and congestion in an area with obvious physical and geographic limitations;
- (6) Increased traffic and congestion in an area with a history of serious traffic accidents involving death and serious injury;
- (7) Increasing and altering the congestion, noise, signage, and exterior lighting visible from neighboring properties;
- (8) Significant changes in the exterior appearance of the proposed building(s); and,
- (9) Impermissibly overcrowding and altering the configuration of and access to parking.

The Gulfstream Café objects to each and every one of these significant changes which will undoubtedly impact the rights of property owners within the Marlin Quay Marina PDD.

You are once again formally put on notice that The Gulfstream Café has a permanent recorded easement to access and utilize property which will be impacted by the Marlin Quay 2 plans. The easement is found within the certain Agreement of Easement and Consent to and Joinder of Mortgagee to Granting of Easement, recorded in the office of the Clerk of Court for Georgetown County in Deed Book 234 at pages 217-226. The Gulfstream Café's easement rights therein are clearly and specifically depicted in the "Survey of Marlin Quay Marina Horizontal Property Regime, Garden City Point," recorded in the office of the Clerk of Court for Georgetown County in Plat Book 6 at Page 214. Numerous other parties have rights in this specific property as well. Any major change to the PDD will infringe on the rights of The Gulfstream Café and others.

Ms. Joann Ochal,  
Zoning Administrator  
Georgetown County  
September 21, 2017  
Page 3

In conclusion, pursuant to Article VI of the Georgetown County Zoning Code, § 619.302, the purpose of this complaint is to demand an official written determination by the Georgetown County Zoning Administrator finding that the Marlin Quay 2 plans are a major change to the Marlin Quay Marina PDD and formally providing that The Gulfstream Café and other property owners within and nearby the Marlin Quay Marina PDD are entitled to notice of the proposed plans as well as an opportunity to be heard. The undersigned further demands a full copy of any plans under review or permits issued pursuant to SC Code §30-4-10 *et seq.*, as well as the immediate written notice of any determination as to any matters within this Complaint.

Respectfully submitted,

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



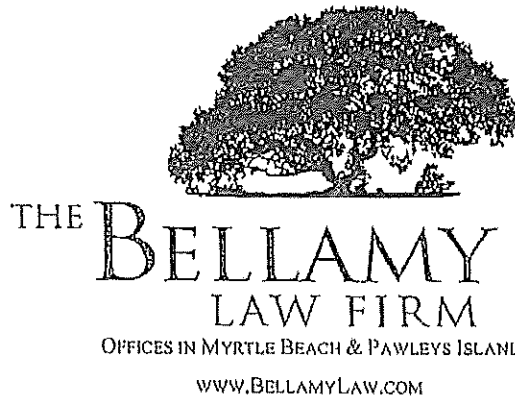
George W. Redman, III

GWR/keI

cc: Wesley P. Bryant, Esquire (*via email to [wbryant@gtcounty.org](mailto:wbryant@gtcounty.org)*)

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

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



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

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

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

Writer's Direct Dial: 843-916-7160  
Email: [GRedman@BellamyLaw.com](mailto:GRedman@BellamyLaw.com)

September 29, 2017

Sent via U.S. Mail and Email (JOchal@GTCounty.org)

Ms. Joann Ochal  
Zoning Administrator  
Georgetown County  
P. O. Box 421270  
Georgetown, South Carolina 29442-4200

Re: Marlin Quay Marina Planned Development District  
Major Change: Proposed "Marlin Quay 2" Development Plans  
Follow Up to Official Complaint

Ms. Ochal:

Please allow this letter to serve as a follow up to our letter of September 21, 2017 requesting your official written determination that the "Marlin Quay 2" plans are a major change to the Marlin Quay Marina PDD. We did not receive any notice or information concerning the proposed plans, permitting, or construction of this 8,848 square foot building until September 18, 2017, and we were not given access to the full-size plans from Georgetown County until yesterday when a paper copies were purchased from Century Prints for \$250.00. While the documents retrieved indicate a permit is being considered, we did not receive a copy of any permit, nor do we see any indication the criteria set forth in Article VI of the Georgetown County Zoning Code, § 619.302 have been evaluated at any point in time. We respectfully request your written determination by the close of business, Monday, October 2, 2017.

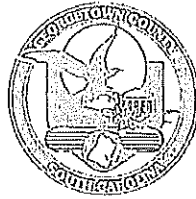
Sincerely,

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

George W. Redman, III

GWR/kel

cc: Wesly P. Bryant, Esquire (via email to [wbryant@gtcounty.org](mailto:wbryant@gtcounty.org))



*Founded 1769*

October 5, 2017

George Redman  
The Bellamy Law Firm  
P.O. Box 357  
Myrtle Beach, SC 29578

RE: Complaint and Demand for Official Determination Letter  
Received September 21, 2017 via email

Dear George,

Please allow this letter to serve as the initial response required by the South Carolina Freedom of Information Act, SC Code of Laws 30-4-10, et al. (as amended), whereby the County formally notifies the person making the request of its determination regarding whether public records exist that match your request.

Please be informed that public records do exist that match the subject of your request. As such, the Act provides the County 30 calendar days from the date of this letter to cull and copy (at your expense) the records relating to the request.

As for the public records, you stated in your September 29, 2017 letter you are already in possession of the full-size plans you had copied pursuant to a separate third party subpoena request. If you would like to copy those full-size plans again, we will be glad to make them available at Century Prints. Otherwise, in an effort to provide immediate satisfaction to your request, (and at no charge) I have included with this correspondence copies of the permit(s) issued along with a set of architectural renderings related to the permit.

Considering the plans you already have in hand along with what is provided here, the County admits you are in possession of all the materials related to what you have dubbed Marlin Quay 2.

As for your demands for a written determination, I am unaware of a statute that requires the County to create a public record for you upon your demand. If you disagree, please provide the statutory basis for your request.

GEORGETOWN COUNTY ATTORNEY  
716 PRINCE STREET  
GEORGETOWN, SOUTH CAROLINA 29440  
843-545-3194  
[www.gtcounty.org](http://www.gtcounty.org)



Please feel free to contact me with any questions or concerns.

A handwritten signature in black ink, appearing to be 'Wesley P. Bryant'.

Wesley P. Bryant, Esq.  
County Attorney

Enclosures

CC: Director of Building, Planning and Zoning  
Zoning Administrator  
All Counsel of Record for Marlin Quay/Palmetto Development

GEORGETOWN COUNTY ATTORNEY  
716 PRINCE STREET  
GEORGETOWN, SOUTH CAROLINA 29440  
843-545-3194  
[www.gtcounty.org](http://www.gtcounty.org)

Permit NO. **COMM-8-17-24494**

Permit Type: Commercial Building

Work Classification: New Construction

Permit Status: Satisfactory

Issued Date: 9/15/2017

Expiration Date: 03/14/2018

Project Address  
1508 SOUTH WACCAMAW Drive  
Garden City, SC 29576Project Name  
MARLIN QUAY MARINAApplicant  
PALMETTO INDUSTRIAL DEVELTax Map #  
41-0129-002-00-00District  
Murrells InletLot / Block  
0 / 0Zoning  
PDSewer  
PublicWater  
PublicType of Const  
Wood/MetalType of Heat  
Heat Pump

Setback - Front

Setback - Side

Setback - Rear

Exterior  
Fiber Cement

Fireplaces

Type of Fuel  
Gas

Rooms

Bedrooms

Bathrooms

Stories  
3Proposed Use  
RESTAURANT AND MARINA STOREDescribe Work  
NEW CONSTRUCTION - RESTAURANT AND MARINA STORE (REPLACES  
VOIDED PERMIT # 22237)Owner Information  
PALMETTO INDUSTRIAL  
DEVELOPMENTAddress  
1508 S WACCAMAW Drive  
GARDEN CITY, SC 29576

Phone

Cell

Fax

Contractor(s)  
CENTRAL  
CONSTRUCTION CO.,  
LLCAddress  
3534 TURBEVILLE Highway  
LAKE CITY SC 29560

Phone

(843)687-8470

Cell

Flood Zone  
VE EL 16'Fire Zone  
Murrells Inlet-Garden City Fir

Occupancy Type

Valuation: \$ 826,650.00

Total Sq Feet: 8525

Fee Total	Amt Paid	Amt Due
\$ 2,128.00	\$ 2,128.00	\$ 0.00

Comments: revised plan dated 8-26-17 indicate the height as we discussed. County approval was give with these numbers. JO

NOTE: FEES CREDIT GIVEN FROM VOIDED PERMIT # 22237

## \*\*\*\* NOTICE \*\*\*\*

This application shall become the BUILDING PERMIT when approved by the Building Official or Development Coordinator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of any ordinance, code, regulation, law or standard. Georgetown County reserves the right to enforce any violation of any code, regulation or law existing as of the date of these presents or created subsequently that applies to the work whether known or unknown to Georgetown County Building and Zoning Department. This permit shall become invalid unless the work authorized is commenced within six (6) months. IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with.

Signature of Contractor

Date

Approved

Date

Signature of Owner

Date

Permit NO. **COMM-11-16-22237**Permit Type: **Commercial Building**Work Classification: **New Construction**Permit Status: **VOID**Issued Date: **2/8/2017**Expiration Date: **08/07/2017**Project Address  
**1508 SOUTH WACCAMAW Drive  
Garden City, SC 29576**Project Name  
**MARLIN QUAY MARINA**Applicant  
**PALMETTO INDUSTRIAL DEVEL**Tax Map #  
**41-0129-002-00-00**District  
**Garden City**Lot / Block  
**0 / 0**Zoning  
**PD**Sewer  
**Public**Water  
**Public**Type of Const  
**Wood**Type of Heat  
**Heat Pump**

Setback - Front

Setback - Side

Setback - Rear

Exterior  
**FIBER CEMENT I**

Fireplaces

Type of Fuel

Rooms

Bedrooms

Bathrooms

Stories  
**2**Proposed Use  
**RESTAURANT AND MARINA STORE**Describe Work  
**NEW CONSTRUCTION - RESTAURANT AND MARINA STORE**Owner Information  
**PALMETTO INDUSTRIAL  
DEVELOPMENT**Address  
**1508 S WACCAMAW Drive  
GARDEN CITY, SC 29576**

Phone

Cell

Fax

Contractor(s)

**CENTRAL  
CONSTRUCTION CO.,  
LLC**Address  
**3534 TURBEVILLE Highway  
LAKE CITY SC 29560**

Phone

**(843)687-8470**

Cell

Contact Type  
**Architect**Name  
**STEVE GOGGANS**Company  
**SGA ARCHITECTURE**Address  
**P. O. BOX 1859  
PAWLEYS ISLAND, SC 29585**Phone  
**(843)237-3421**

Engineer

Saul Martinez

Martinez & Associates,  
Structural Engineers, PA807 Main Street  
Myrtle Beach, SC 29577-3871

(843)839-1620

Flood Zone  
**VE EL 16'**Fire Zone  
**Murrells Inlet-Garden City Fir**Valuation: **\$ 850,000.00**

Occupancy Type

Total Sq Feet: **5676**

Fee Total	Amt Paid	Amt Due
\$ 13,649.75	\$ 13,649.75	\$ 0.00

**Comments: 8-7-17: THIS BUILDING WILL NOT BE BUILT; PERMIT VOIDED & FEES CREDIT TO BE GIVEN TOWARDS NEW PERMIT (EXCEPT FOR PLANS REVIEW FEE)**

## \*\*\*\* NOTICE \*\*\*\*

This application shall become the BUILDING PERMIT when approved by the Building Official or Development Coordinator. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of any ordinance, code, regulation, law or standard. Georgetown County reserves the right to enforce any violation of any code, regulation or law existing as of the date of these presents or created subsequently that applies to the work whether known or unknown to Georgetown County Building and Zoning Department. This permit shall become invalid unless the work authorized is commenced within six (6) months. IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with.

Signature of Contractor

Date

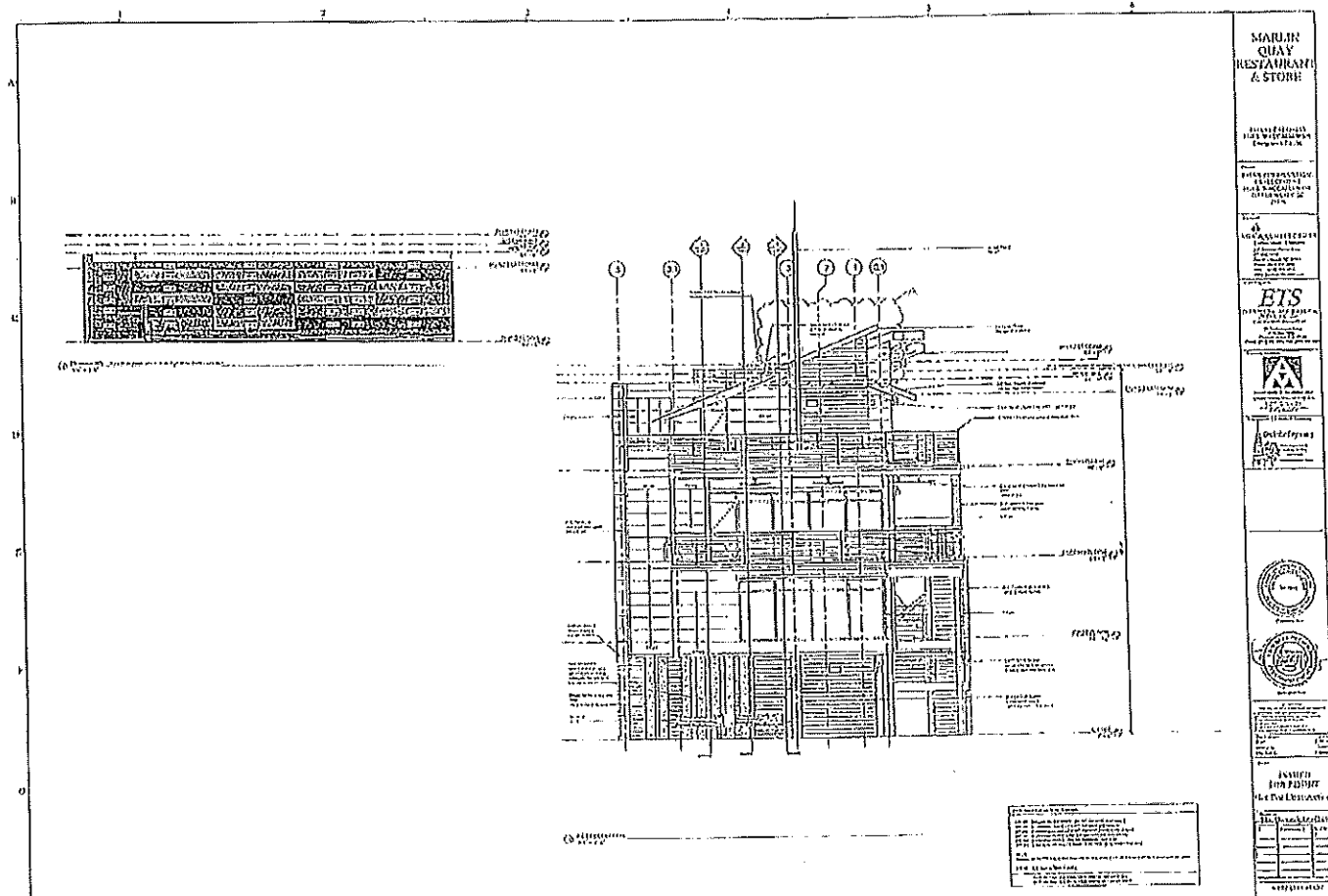
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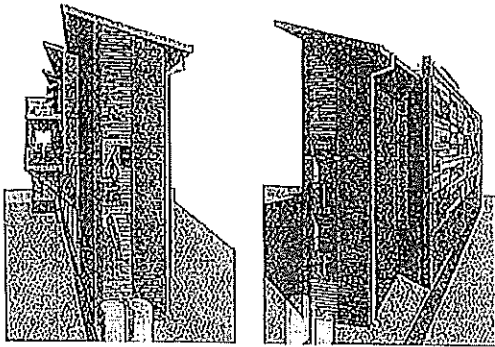
Signature of Owner

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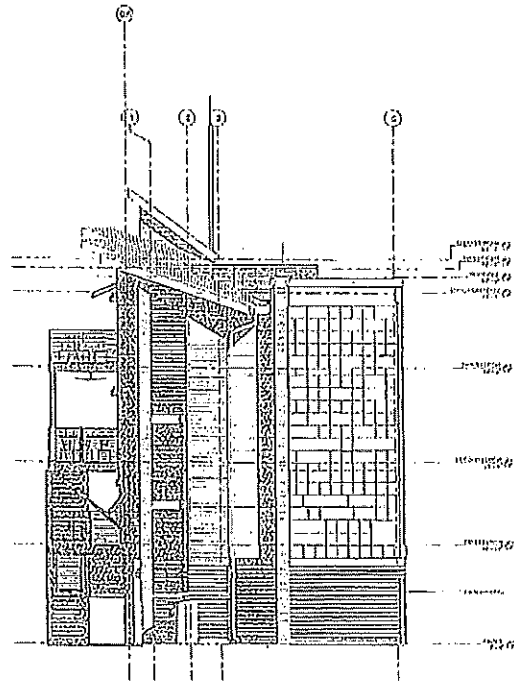
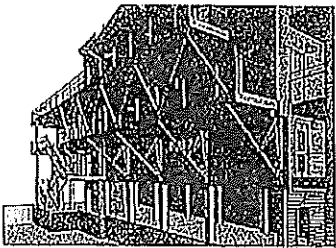








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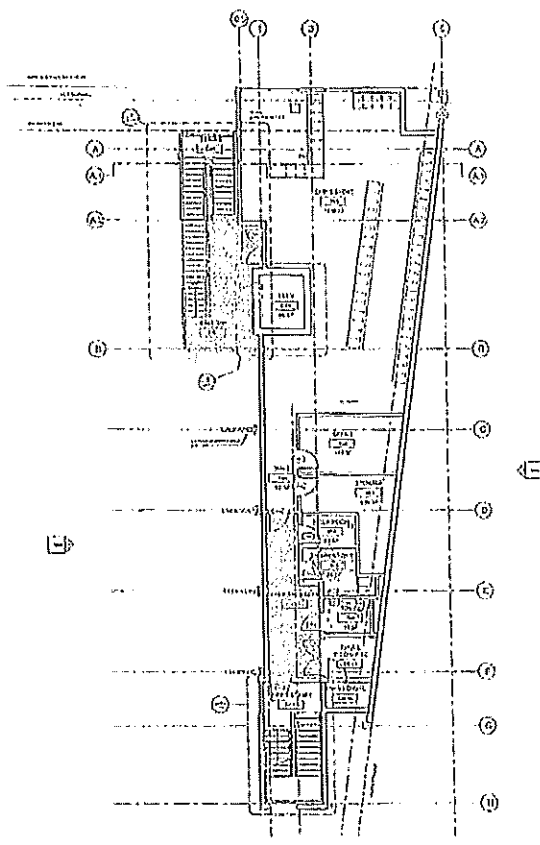
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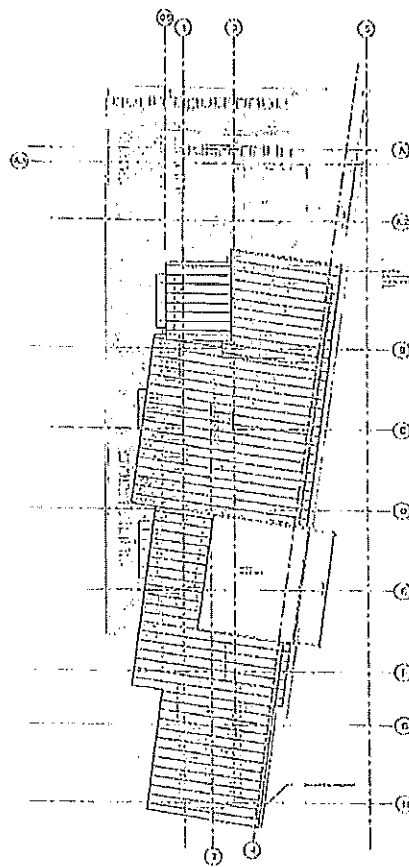
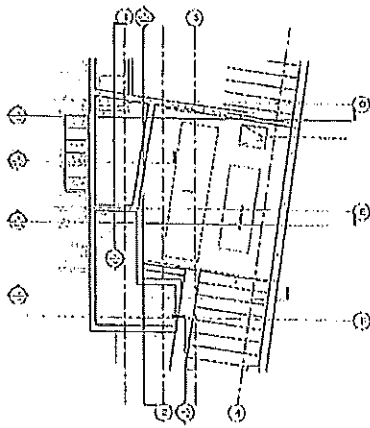
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ENGINEERING  
ARCHITECTS  
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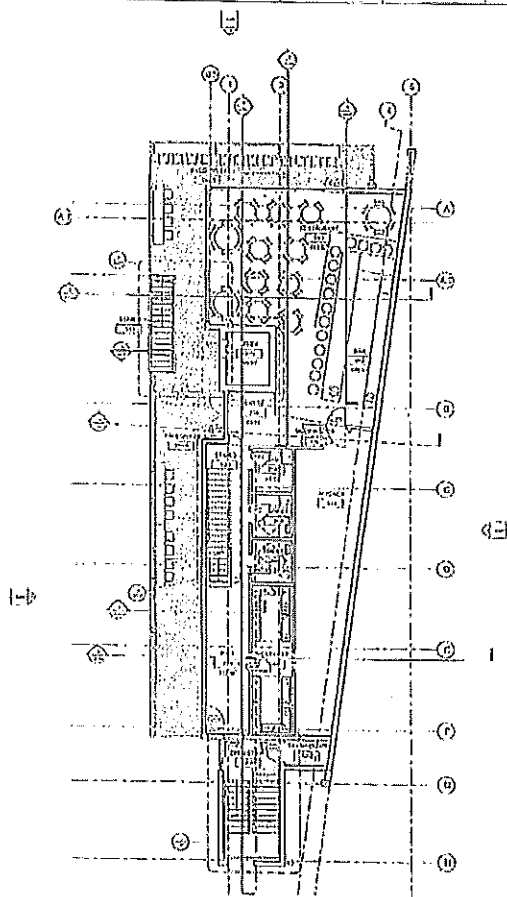
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ARCHITECT



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NO. 1000000000

DATE 10/10/2000

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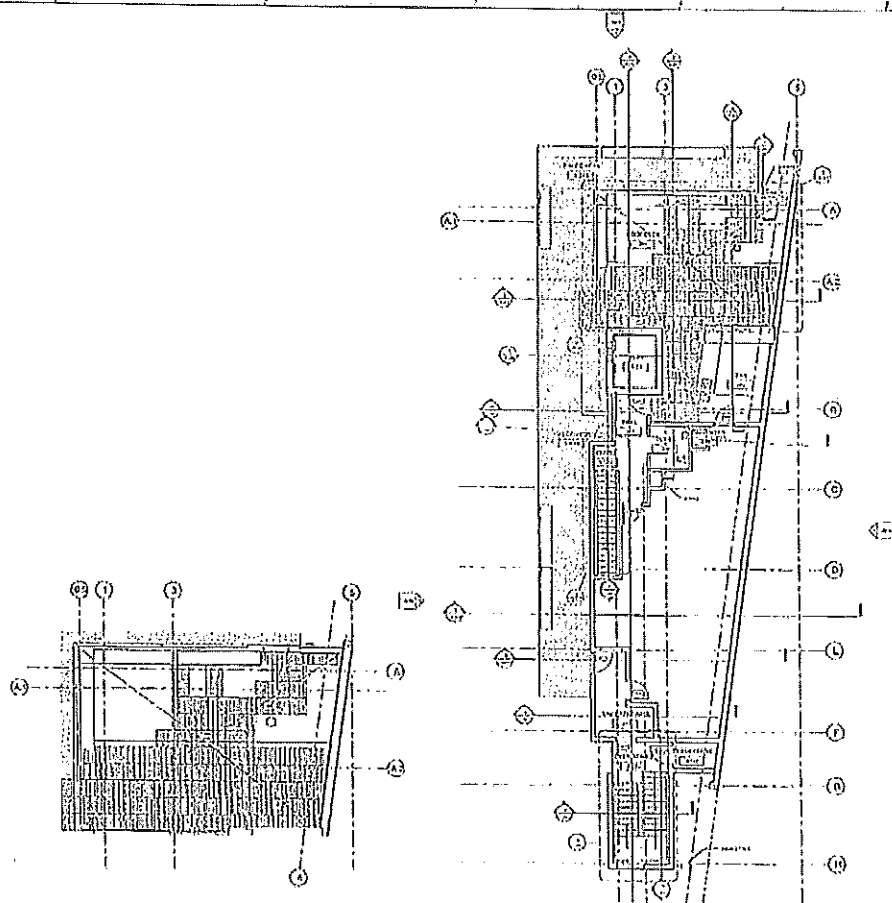
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LOCATION

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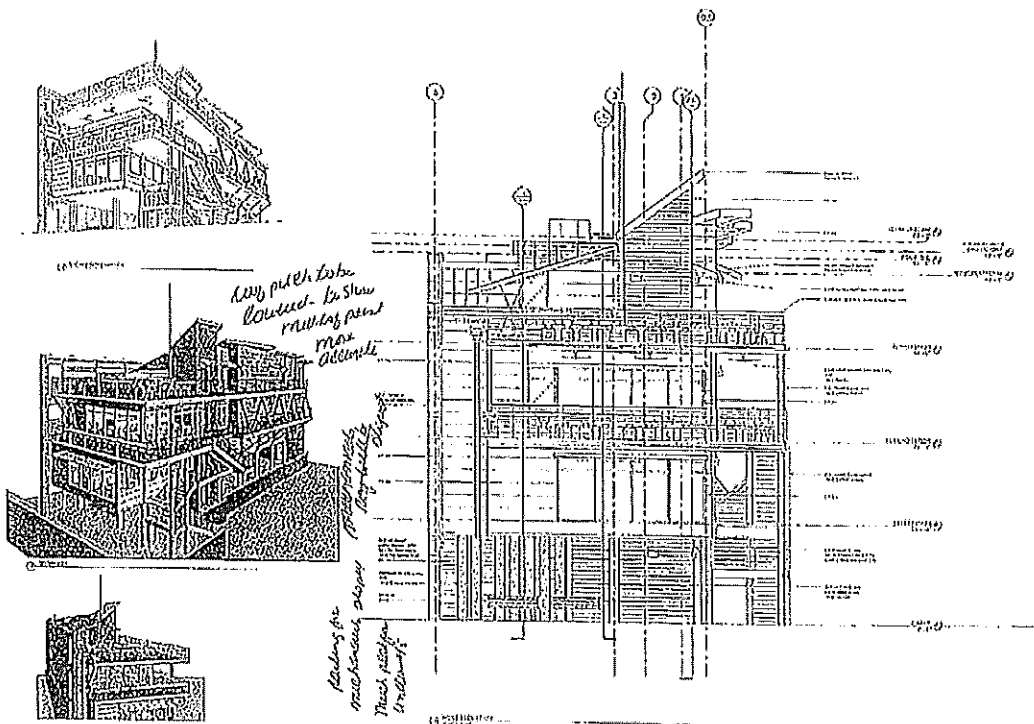


PROJECT NO.  
SHEET NO.



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SUBJECT

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# PROJECT NAME

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DESIGNED BY

CHECKED BY

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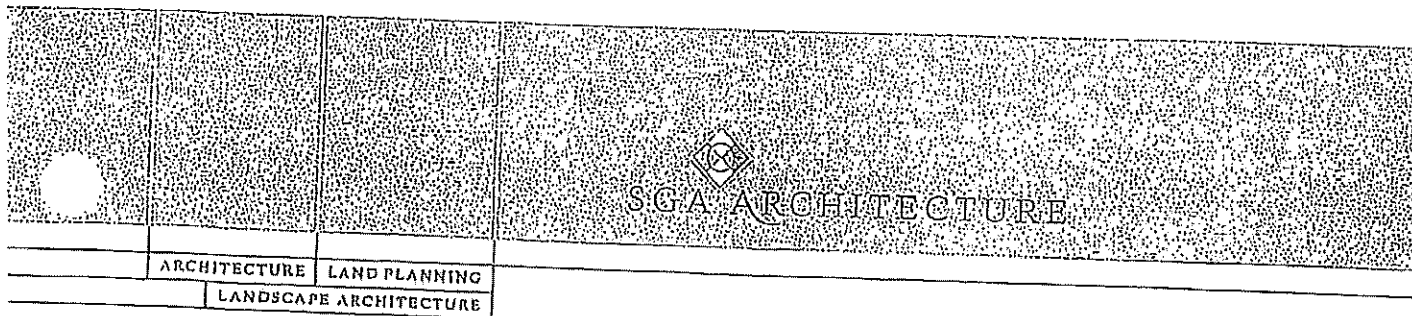
DESIGNED BY

CHECKED BY

DATE







Dr. Mark Lawhon  
611 West Palmetto Street  
Florence, SC 29501

2017CP2200235

September 22, 2016

Dear Mark,

I hope you are well. About a month ago, you and I had a phone conversation regarding the Marlin Quay Project, and the many additions and out of scope requirements that have occurred during the course of the project. These include the following:

1. Increase of the building size to accommodate a possible future Inn, doubling the size of the enclosed space to almost 10,000 SF to include a fire rated second floor—our original proposal was based on approximately 5,000 SF).
2. Change of the foundation design, to driven timber piling, with a pile cap, and cast in place piers. Also, the addition of foundation designs for the emergency generators.
3. Design of room layout for the Inn for the coordination of PM&E and Structural consulting
4. Design of a covered observation deck three stories above parking.
5. Engineering changes include the inclusion of a fire suppression system, and design of a waste water system for the second floor, and design of future electric for the second floor. The design of emergency generators and design of future capacity and calculations for the second floor. This resulted in higher than anticipated structural and PM&E consulting costs.
6. An Extensive Porch that wasn't contemplated by the original proposal.
7. A modified site design to include an adjusted parking layout, and engineering to include a filtration system required for storm water quality.
8. Coordination with the Sea Wall design and Construction.

Apart from the design changes listed above, I personally engaged in numerous negotiations with local regulatory authorities resulting in favorable outcomes for a variety of issues. These issues included:

1. Approval for the porch did not count against the 4,600 SF that was previously negotiated; this item had to be negotiated in consideration of local parking requirements.

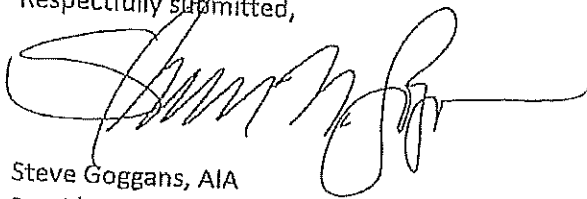
2. Approval for confirming that the existing parking, which is substandard, would comply with the zoning requirements in terms of size of stalls, driveways, and greenspace.
3. Approval for a full second story (unconditioned), and designed for future expansion.
4. Confirmation that a storm water plan was not required by Georgetown County--- It was previously confirmed that a plan would not be required by the State.
5. Approval for increasing the size of the kitchen area within the 4,600 SF requirement.
6. Approval for the Observation Tower and not a violation of the height requirement.

In addition to the above, and despite the many changes, SGA is releasing an early foundation package to meet Owner requirements, which creates additional work.

In consideration of all of the above, we have calculated all of the extra time, consulting costs, and other impacts to our original proposal. Therefore, I would respectfully request a fee modification in the amount of an additional \$72,000.00. Assuming this acceptable, please acknowledge in the space provided and return a copy of the same to our office.

On behalf of SGA, I appreciate the work and look forward to completing Marlin Quay. We are very proud of the design, and we are optimistic it will serve your business interests well in the years to come.

Respectfully submitted,



Steve Goggans, AIA  
President, SGA Architecture

Accepted:

By: \_\_\_\_\_

Date: \_\_\_\_\_



## Holly Richardson

---

**From:** Constance Lowery <ithdolldoc@hotmail.com>  
**Sent:** Tuesday, January 09, 2018 1:43 PM  
**To:** Holly Richardson  
**Subject:** FW: Letter to State Senator Goldfinch

Sent from [Mail](#) for Windows 10

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**From:** libby west <libbywest2000@yahoo.com>  
**Sent:** Saturday, December 30, 2017 11:15:04 AM  
**To:** Constance Lowery  
**Subject:** Re: Letter to State Senator Goldfinch

Dear Connie,

Excellent letter. I, too, sent him an email weeks ago with your exact same sentiments. I also went into the drilling for gas and oil issue which he is very much in favor of, and I am not.

I didn't know about the first hearing until afterwards. Now, thanks to Nancy, we have their schedule and are much encouraged to speak out.

I am ready to do this but down at the moment with acute bronchitis and pneumonia.

Please, others, especially board members, go to these meetings if you feel this is an unfair situation.

Sent from my iPhone

On Dec 30, 2017, at 10:30 AM, Constance Lowery <[ithdolldoc@hotmail.com](mailto:ithdolldoc@hotmail.com)> wrote:

OK, I know it is almost New Year's Eve and you have other things on your agenda, but please take a moment to consider my reply to Senator Goldfinch's stand at the December 21, 2017 Georgetown Planning Commission hearing. This is my individual take on the matter which we are all wondering about now that the planners have approved reconstruction of Marlin Quay Marina Bar and Grill and Ship's Store next door to Marlin Quay. If you have an opinion, PLEASE share it.

Sincerely,

Connie Lowery

Email: [ithdolldoc@hotmail.com](mailto:ithdolldoc@hotmail.com)

Mailing Address: 1181 Crooked Oak Drive, Pawleys Island, SC 29585

Cell Phone: 607-229-6044

Sent from [Mail](#) for Windows 10

<goldfinch.pdf>

## Holly Richardson

---

**From:** Constance Lowery <ithdolldoc@hotmail.com>  
**Sent:** Tuesday, January 09, 2018 1:41 PM  
**To:** Holly Richardson  
**Subject:** FW: Letter to State Senator Goldfinch

Sent from [Mail](#) for Windows 10

---

**From:** Sharon Thompson <Thompson@coastal.edu>  
**Sent:** Sunday, December 31, 2017 1:12:48 PM  
**To:** Constance Lowery  
**Subject:** Re: Letter to State Senator Goldfinch

Hi Constance

Thanks for your work on this and your phone call. I'm not crazy about the idea of the marina and restaurant but at this point I'm not sure there is much we can do.

Thank you and have a good new year,

Sharon Thompson

Sent from my iPhone

On Dec 30, 2017, at 10:31 AM, Constance Lowery <[ithdolldoc@hotmail.com](mailto:ithdolldoc@hotmail.com)> wrote:

OK, I know it is almost New Year's Eve and you have other things on your agenda, but please take a moment to consider my reply to Senator Goldfinch's stand at the December 21, 2017 Georgetown Planning Commission hearing. This is my individual take on the matter which we are all wondering about now that the planners have approved reconstruction of Marlin Quay Marina Bar and Grill and Ship's Store next door to Marlin Quay. If you have an opinion, PLEASE share it.

Sincerely,  
Connie Lowery  
Email: [ithdolldoc@hotmail.com](mailto:ithdolldoc@hotmail.com)  
Mailing Address: 1181 Crooked Oak Drive, Pawleys Island, SC 29585  
Cell Phone: 607-229-6044

Sent from [Mail](#) for Windows 10

## Holly Richardson

---

**From:** Constance Lowery <ithdollidoc@hotmail.com>  
**Sent:** Tuesday, January 09, 2018 1:41 PM  
**To:** Holly Richardson  
**Subject:** FW: Letter to State Senator Goldfinch

Sent from [Mail](#) for Windows 10

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**From:** Chris Sanders <csand54@hotmail.com>  
**Sent:** Tuesday, January 2, 2018 11:09:46 AM  
**To:** Constance Lowery; 101; 104; 105; 106; 107; 108; 109; 110; 111; 112; 202; 203; 204; 206; 207; 209 (Lakeladyblue@icloud.com); 210; cbmcelveen@yahoo.com; 212; 301; 302; 303; 304; 305; 306; 307; 308; 309 (brookscar68@yahoo.com); 310; 311; 312; 401; Kathy (kathleen) Greiner; 404; 405; Larry Collins (lcisc@bellsouth.net); 407 (407marlinquay.buddy@gmail.com); 408; 409; 410; 411; 412; Ed Norris; 503; 504; 505; Carolyn Bryant; 507; 508; 509; 510; 511  
**Subject:** Re: Letter to State Senator Goldfinch

As you know, there will be a reading on January 9th. I urge all of you to please review the building plans. If you oppose this structure, please email me immediately and I will compile a list and get it to the proper people in Georgetown prior to the meeting.

In addition, I am calling our Georgetown representative, John Thomas to attend this meeting on the 9th.

Thank you Connie for a well written letter!!!

Chris Sanders

---

**From:** Constance Lowery <ithdollidoc@hotmail.com>  
**Sent:** Saturday, December 30, 2017 10:30 AM  
**To:** 101; 102; 104; 105; 106; 107; 108; 109; 110; 111; 112; 202; 203; 204; 206; 207; 209 (Lakeladyblue@icloud.com); 210; cbmcelveen@yahoo.com; 212; 301; 302; 303; 304; 305; 306; 307; 308; 309 (brookscar68@yahoo.com); 310; 311; 312; 401; Kathy (kathleen) Greiner; 404; 405; Larry Collins (lcisc@bellsouth.net); 407 (407marlinquay.buddy@gmail.com); 408; 409; 410; 411; 412; Constance Lowery; Ed Norris; 503; 504; 505; Carolyn Bryant; 507; 508; 509; 510; 511  
**Subject:** Letter to State Senator Goldfinch

OK, I know it is almost New Year's Eve and you have other things on your agenda, but please take a moment to consider my reply to Senator Goldfinch's stand at the December 21, 2017 Georgetown Planning Commission hearing. This is my individual take on the matter which we are all wondering about now that the planners have approved reconstruction of Marlin Quay Marina Bar and Grill and Ship's Store next door to Marlin Quay. If you have an opinion, PLEASE share it.

Sincerely,  
Connie Lowery  
Email: [ithdollidoc@hotmail.com](mailto:ithdollidoc@hotmail.com)  
Mailing Address: 1181 Crooked Oak Drive, Pawleys Island, SC 29585

Cell Phone: 607-229-6044

Sent from [Mail](#) for Windows 10

## Holly Richardson

---

**From:** Constance Lowery <ithdolldoc@hotmail.com>  
**Sent:** Tuesday, January 09, 2018 1:40 PM  
**To:** Holly Richardson  
**Subject:** FW: My letter sent to all MQ owners, probably ended up in Junk

Sent from [Mail](#) for Windows 10

---

**From:** Kim <taser7272@aol.com>  
**Sent:** Thursday, January 4, 2018 8:46:53 PM  
**To:** ithdolldoc@hotmail.com  
**Subject:** Re: My letter sent to all MQ owners, probably ended up in Junk

Hey Connie,  
This is a very well written letter and I agree with everything that you said and feel. I stand with you and your very reasonable offer to compromise not to impose your will. I am very sorry that I can not attend the 9th meeting to stand with you and other MQ owners that are concerned about our property. Anytime that you are in a meeting or just talking with someone about this feel free to share that your neighbor shares the same concerns that you do. I stand with you.  
Your Friend,  
Kim Angel

-----Original Message-----

**From:** Constance Lowery <ithdolldoc@hotmail.com>  
**To:** Debby Lutz <rheadaniel@bellsouth.net>; 401 <taser7272@aol.com>  
**Sent:** Thu, Jan 4, 2018 6:38 pm  
**Subject:** My letter sent to all MQ owners, probably ended up in Junk

Sent from Mail for Windows 10



## Holly Richardson

---

**From:** Constance Lowery <ithdolldoc@hotmail.com>  
**Sent:** Tuesday, January 09, 2018 1:39 PM  
**To:** Holly Richardson  
**Subject:** FW: My letter confirming my disapproval of marina plans

Sent from [Mail](#) for Windows 10

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**From:** Kathleen Greiner <marlinquay402@hotmail.com>  
**Sent:** Sunday, January 7, 2018 8:17:52 AM  
**To:** 'Constance Lowery'  
**Subject:** RE: My letter confirming my disapproval of marina plans

Absolutely you have my permission Kathy G.

---

**From:** Constance Lowery [mailto:ithdolldoc@hotmail.com]  
**Sent:** Saturday, January 06, 2018 9:54 AM  
**To:** Kathy (kathleen) Greiner  
**Subject:** Fwd: My letter confirming my disapproval of marina plans

Great letter, Kathy. We may want to read it at the hearing/Reading if given an opportunity, do I have your permission?

Thanks.  
Connie

Sent from my iPhone

Begin forwarded message:

**From:** Kathleen Greiner <[marlinquay402@hotmail.com](mailto:marlinquay402@hotmail.com)>  
**Date:** January 5, 2018 at 7:18:04 PM EST  
**To:** "[csand54@hotmail.com](mailto:csand54@hotmail.com)" <[csand54@hotmail.com](mailto:csand54@hotmail.com)>  
**Cc:** "[ithdolldoc@hotmail.com](mailto:ithdolldoc@hotmail.com)" <[ithdolldoc@hotmail.com](mailto:ithdolldoc@hotmail.com)>, "[enorris@thebuildingcenterinc.com](mailto:enorris@thebuildingcenterinc.com)" <[enorris@thebuildingcenterinc.com](mailto:enorris@thebuildingcenterinc.com)>  
**Subject:** My letter confirming my disapproval of marina plans

Condo owners were given 2 days (12/19) to review plan before county met for a vote; why? I received emails from Nancy stating that the homeowners association had the plans since late summer and that the plans have not been changed. Why did we not get the plan in time to organize and respond with some knowledge of what was planned. Why did the association not support us and instead told us the owners must respond without their assistance. We were told that not all owners were opposed. I am curious. Which owners are supporting a 4 story wall that blocks the view and the sun. Yes put me down as a no. Kathy Greiner 402

## Holly Richardson

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**From:** Constance Lowery <ithdolldoc@hotmail.com>  
**Sent:** Tuesday, January 09, 2018 1:38 PM  
**To:** Holly Richardson  
**Subject:** FW: New Proposed Marlin Quay Marina Restaurant

Sent from [Mail](#) for Windows 10

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**From:** rheadaniel@bellsouth.net <rheadaniel@bellsouth.net>  
**Sent:** Tuesday, January 9, 2018 11:58:39 AM  
**To:** johnthomas@gtrcounty.org  
**Subject:** New Proposed Marlin Quay Marina Restaurant

Dear Mr. Thomas

This email is in reference to the above proposed building which will be on your upcoming docket this evening January 9, 2018. We will be unable to attend this meeting due to a family medical emergency. Please accept this email expressing our concerns on this issue.

My husband and I purchased Unit 201 at Marlin Quay in October of 2014. We have been vacationing in the Garden City/Murrells Inlet section of the beach for over 30 years. We were thrilled to finally purchase a home in the community we have enjoyed for so long. We would like to stress that this is our second home and not vacation or rental property. The main reason we purchased this Condo was for it's location. Marlin Quay offered us the best of both worlds, beautiful views of the marsh and inlet and a quiet residential community. This section of the beach is slower paced than the Garden City pier area and much less commercialized than the West side of the inlet with its many restaurants and bars.

Our concerns about this new expanded 3 story building with marina store and 2 story restaurant with roof top bar are many. First this establishment, as it's proposed, changes the residential nature of our community. My home will now be fifty feet away from an open air bar with operating hours until 2 am. This expanded business brings increased density to an already crowded section of the peninsula. Parking has been an issue with cars double parked on both sides of S. Waccamaw Dr. before the proposed expansion. This problem will only get worse creating a safety issue for the local residents as well as visiting tourists. Another problem will be the issue of noise. This is still a residential community and a 2 story bar with late hours will be disruptive. We are not opposed to having a marina store or another restaurant but what is being proposed will be detrimental to many homeowners because it will decrease our property values.

We would like to echo the recommendation of our fellow neighbors. That you send this back to the planning commission with the recommendation of removing the 3rd floor. Which is where the 2nd bar and open air deck are located. This will hopefully help preserve the residential atmosphere of our community. Thank you for your time and consideration.

Sincerely,  
Dan and Debbie Lutz  
1398 Basin Dr.  
Unit 201 Marlin Quay  
Murrells Inlet, S.C.  
Sent from my Verizon 4G LTE Tablet

## Holly Richardson

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**From:** Constance Lowery <ithdolldoc@hotmail.com>  
**Sent:** Tuesday, January 09, 2018 1:39 PM  
**To:** Holly Richardson  
**Subject:** FW: Letter to State Senator Goldfinch

Sent from [Mail](#) for Windows 10

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**From:** Candy Shuler <candyshuler@bellsouth.net>  
**Sent:** Sunday, January 7, 2018 2:58:59 PM  
**To:** Constance Lowery  
**Subject:** Re: Letter to State Senator Goldfinch

Absolutely you have permission! And thank you for your time and concern. I truly appreciate it! Candy

Sent from my iPhone  
Candy Shuler NC/SC  
[candyshuler@bellsouth.net](mailto:candyshuler@bellsouth.net)  
864-640-5921

Prima Design Source  
Matahari Home  
Pendulux  
Lu Cushing and Associates  
Victor Mills  
Key Largo Adirondack  
Down, Inc.

On Jan 7, 2018, at 2:55 PM, Constance Lowery <[ithdolldoc@hotmail.com](mailto:ithdolldoc@hotmail.com)> wrote:

Dear Candy:  
Thank you for your letter. I will be at the Reading and want permission to possibly quote your letter.

Connie Lowery  
MQ 205 and 501 Owner

Sent from my iPhone

On Jan 6, 2018, at 3:25 PM, Candy Shuler <[candyshuler@bellsouth.net](mailto:candyshuler@bellsouth.net)> wrote:

On this cold afternoon, I'm reading an article in Charleston magazine about the importance of the Historic Charleston Foundation. Too bad Garden City doesn't have anyone watching to preserve the integrity of our family beach. I sincerely hope all owners at Marlin Quay understand the importance of opposing a structure like the one being presented. We all would love to have a nice new building to



assist the marina as the property was initially intended. Please rethink your support and the negative impact it will have on our community.

Thank you,  
Candy Shuler  
301 MQ

On Jan 3, 2018, at 11:03 AM, Jerry <[southernnoaks4@att.net](mailto:southernnoaks4@att.net)> wrote:

Please include us on list. I'm having surgery on the 9th. Thans Jerry Anne Faulkenberry  
On 1/2/2018 5:59 PM, libby west wrote:

Put me on you list.  
Thanks,  
Libby

Sent from my iPhone

On Jan 2, 2018, at 11:09 AM, Chris Sanders <[csand54@hotmail.com](mailto:csand54@hotmail.com)> wrote:

As you know, there will be a reading on January 9th. I urge all of you to please review the building plans. If you oppose this structure, please email me immediately and I will compile a list and get it to the proper people in Georgetown prior to the meeting.

In addition, I am calling our Georgetown representative, John Thomas to attend this meeting on the 9th.

Thank you Connie for a well written letter!!!

Chris Sanders

---

**From:** Constance Lowery  
<[ithdolldoc@hotmail.com](mailto:ithdolldoc@hotmail.com)>

**Sent:** Saturday, December 30, 2017  
10:30 AM

**To:** 101; 102; 104; 105; 106; 107; 108;  
109; 110; 111; 112; 202; 203; 204; 206;  
207; 209 ([Lakeladyblue@icloud.com](mailto:Lakeladyblue@icloud.com));  
210; [cbmcelveen@yahoo.com](mailto:cbmcelveen@yahoo.com); 212;

301; 302; 303; 304; 305; 306; 307; 308;  
309 ([brookscar68@yahoo.com](mailto:brookscar68@yahoo.com)); 310;  
311; 312; 401; Kathy (kathleen) Greiner;  
404; 405; Larry Collins  
([lcisc@bellsouth.net](mailto:lcisc@bellsouth.net)); 407  
([407marlinquay.buddy@gmail.com](mailto:407marlinquay.buddy@gmail.com));  
408; 409; 410; 411; 412; Constance  
Lowery; Ed Norris; 503; 504; 505;  
Carolyn Bryant; 507; 508; 509; 510; 511  
**Subject:** Letter to State Senator  
Goldfinch

OK, I know it is almost New Year's Eve  
and you have other things on your  
agenda, but please take a moment to  
consider my reply to Senator  
Goldfinch's stand at the December 21,  
2017 Georgetown Planning Commission  
hearing. This is my individual take on  
the matter which we are all wondering  
about now that the planners have  
approved reconstruction of Marlin  
Quay Marina Bar and Grill and Ship's  
Store next door to Marlin Quay. If you  
have an opinion, PLEASE share it.

Sincerely,  
Connie Lowery  
Email: [ithdolldoc@hotmail.com](mailto:ithdolldoc@hotmail.com)  
Mailing Address: 1181 Crooked Oak  
Drive, Pawleys Island, SC 29585  
Cell Phone: 607-229-6044

Sent from [Mail](#) for Windows 10

BUILDING AREA PER STORY

ACTUAL STORY/ OCCUPANCY	NO. STORIES ALLOWED	AREA ALLOWED	ACTUAL AREA	ACTUAL CONDITIONED AREA
1 / MERCANTILE	5	61,500 SF	2,018 SF	2,018 SF
1/ UNHEATED CIRCULATION DECK	5	61,500 SF	256 SF	
2/ ASSEMBLY (HEATED)	4	45,000 SF	2,294 SF	2,294 SF
2&3/ ASSEMBLY (UNHEATED - BALCONIES)	4	45,000 SF	2,121 SF	
3/ ASSEMBLY (UNHEATED ROOFDECK/ BAR/ CTR)	4	45,000 SF	963 SF	
1/ STORAGE (HEATED)	5	76,500 SF	286 SF	286 SF
1/ STORAGE (UNHEATED)	5	76,000 SF	910 SF	
(DOES NOT INCLUDE STAIRS AND ELEVATOR)				
		TOTAL AREA:	8,848	4,598 SF

George W. Redman  
1/9/18

Report 12C  
Ord. 2018-03

OCCUPANCY LOAD CALCULATIONS (IBC CHAPTER 10)

AREA USED FOR GROSS COUNT  
SF/OCCUPANT (TABLE 1004.1.2)

STORY/ LEVEL	FUNCTION OF SPACE	FLOOR AREA (NSF or GSF)	MAX AREA ALLOWED PER (NSF or GSF)	OCCUPANTS ON FLOOR FOR THIS FUNCTION	DESIGN OCCUPANT LOAD
1	MERCANTILE	1,290 GSF	60 GSF	22 OCC	
	BUSINESS (ACCESSORY OFFICE)	143 GSF	100 GSF	2 OCC	
	ACCESSORY STORAGE	145 GSF	300 GSF	1 OCC	
	ACCESSORY SHOWER/TOILET	110 GSF	100 GSF	2 OCC	
	SUBTOTAL DESIGN OCCUPANT LOAD FOR THIS STORY				27 OCC
2	ASSEMBLY-RESTAURANT	480 NSF	15 NSF	32 OCC	
	ASSEMBLY- BAR	430 NSF	7 NSF	62 OCC	
	ASSEMBLY- HOSTESS	87 NSF	15 NSF	6 OCC	
	ASSEMBLY- KITCHEN	435 GSF	200 NSF	3 OCC	
	ASSEMBLY- ACCESSORY	303 GSF	100 GSF	3 OCC	
	ASSEMBLY- BALCONY	992 NSF	15 NSF	66 OCC	
	SUBTOTAL DESIGN OCCUPANT LOAD FOR THIS STORY				172 OCC
3	ASSEMBLY- BALCONY /DECK	1,748 NSF	15 NSF	117 OCC	
	ASSEMBLY- BAR	277 NSF	7 NSF	39 OCC	
	ASSEMBLY- ACCESSORY	46 GSF	100 GSF	1 OCC	
	STORAGE	910 GSF	300 GSF	3 OCC	
	SUBTOTAL DESIGN OCCUPANT LOAD FOR THIS STORY				160 OCC
TOTAL BUILDING DESIGN OCCUPANT LOAD:				359 OCC	359 OCC

359  
Occupants

1. Occupant load table above is based on IBC 2015 requirements for Life Safety. See Site Plan for occupancy count based on local jurisdiction parking requirements.



## Theresa Floyd

---

**From:** Holly Richardson  
**Sent:** Wednesday, January 10, 2018 2:32 PM  
**To:** Theresa Floyd  
**Cc:** Boyd Johnson  
**Subject:** FW: New Proposed Marlin Quay Marina & Restaurant  
**Attachments:** TBClogo\_47441e13-50c8-441d-a021-9fc01e9e26ac.png

More Marlin Quay correspondence for Council

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**From:** Constance Lowery [mailto:ithdolldoc@hotmail.com]  
**Sent:** Tuesday, January 09, 2018 1:39 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** FW: New Proposed Marlin Quay Marina & Restaurant

Sent from Mail for Windows 10

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**From:** Ed Norris <enorris@thebuildingcenterinc.com>  
**Sent:** Sunday, January 7, 2018 1:55:29 PM  
**To:** 'csand54@hotmail.com'; ithdolldoc@hotmail.com  
**Subject:** FW: New Proposed Marlin Quay Marina & Restaurant

**Ed Norris**  
CEO

[enorris@thebuildingcenterinc.com](mailto:enorris@thebuildingcenterinc.com)  
m: 704-604-1065 p: 704-889-8792  
[www.thebuildingcenterinc.com](http://www.thebuildingcenterinc.com)



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---

**From:** Ed Norris  
**Sent:** Sunday, January 7, 2018 1:44 PM  
**To:** Ed Norris <enorris@thebuildingcenterinc.com>  
**Subject:** FW: New Proposed Marlin Quay Marina & Restaurant

**Ed Norris**  
CEO

[enorris@thebuildingcenterinc.com](mailto:enorris@thebuildingcenterinc.com)  
m: 704-604-1065 p: 704-889-8792  
[www.thebuildingcenterinc.com](http://www.thebuildingcenterinc.com)



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**From:** Ed Norris

**Sent:** Sunday, January 7, 2018 1:44 PM

**To:** 'Johnthomas@gtcounty.org' <[Johnthomas@gtcounty.org](mailto:Johnthomas@gtcounty.org)>; 'RonCharlton@gtcounty.org' <[RonCharlton@gtcounty.org](mailto:RonCharlton@gtcounty.org)>; 'everettcarolina@gtcounty.org' <[everettcarolina@gtcounty.org](mailto:everettcarolina@gtcounty.org)>; 'LillieJohnson@gtcounty.org' <[LillieJohnson@gtcounty.org](mailto:LillieJohnson@gtcounty.org)>; 'AustinBeard@gtcounty.org' <[AustinBeard@gtcounty.org](mailto:AustinBeard@gtcounty.org)>; 'SteveGoggans@gtcounty.org' <[SteveGoggans@gtcounty.org](mailto:SteveGoggans@gtcounty.org)>; 'JohnnyMorant@gtcounty.org' <[JohnnyMorant@gtcounty.org](mailto:JohnnyMorant@gtcounty.org)>

**Subject:** New Proposed Marlin Quay Marina & Restaurant

Ladies and Gentlemen

Let me first thank you for your service to Georgetown County and to our community, I know what a thankless task that can be at times. I have taken the time to read each and every one of your bio's and am grateful for your talents and service.

This email is in reference to the above proposed building which will be on your upcoming docket on January 9, 2018. I will be unable to attend this meeting, but please accept this email as to my concerns on this matter.

I have been a residence of the Peninsula since the late 70's and reside at 2236 Oyster Cove Cir., and also own a condo at Marlin Quay. I have been a patron of the marina from the beginning and consider it as asset for our area. But let's keep in mind that the peninsula is a residential area. From Garden City down the beach highway to the point is approx. 3.5 miles of beach houses jammed up next to the highway, and dotted along the way are locations for beach access which exasperates the traffic issues, not counting all the golf carts. But, that's beach life which is a good thing.

The area is already stressed for parking the way it is, unless Georgetown County is willing to buy several beach houses and convert it to parking and also willing to furnish traffic control for this area on a consistent basis, then I find it hard to believe you can cram anymore activity into this area. It is now a very dangerous situation in the summertime when emergency responders try to navigate thru all this to get to the residence down on the end of the peninsula.

The area where the proposed marina, restaurant and top floor bar is located is also the narrowest area between the ocean and inlet, which again jams everything up next to the highway. Between 3:00PM until 12:30 AM the parking lots are packed and folks double parked on the sidewalks and also encroaching into the highway, and that's just from the adjoining restaurant (Gulf Stream). This has been a shared parking lot for years and seems to work about 50% of the time. I notice that on the plans they are stating that they exceed the parking requirements, maybe so from their point of view but Gulf Stream was required to have parking when it was built, and a major portion of these spaces were for their use. The parking requirements are being counted twice, I myself being and Unlimited General Contractor have never been able to get that over on any municipality. Add several fishing tournaments (which I have participated in), the tents alone take up half the parking spaces. These tournaments create a hardship and traffic issue for all the residence south of there, but its only several times a year. But if you allow the additional 3rd floor space for this new restaurant, BAR then you are going to create a daily issue for all of us that live south of this area. So as a local resident I would NOT be in favor of the extra level on the Marina and Restaurant, Bar.

When the Marina was properly managed and had reasonable traffic and business, there were never more than a dozen or so patrons at the bar on the weekends. On a sad note Murrells Inlet lost one of their bright young man on his way home from that bar. Just think there are too many kids on golf carts, too much traffic on the narrow beach highway for anyone driving impaired.

Although this area is more than likely grandfathered in, I sure would not be in favor of expanding the commercial area at this location. One thing the residence are not lacking is world class restaurants and bars, they are on the West side of the inlet where they belong.

One last thing to consider. The existing marina, bar and grill is very small by most standards and does not have a profitable history. All the commercial traffic is on the west side of the inlet and those establishments are very profitable. By not allowing this top floor, you may be the owner a favor by reducing his debt service.

I would recommend that you send this back to the planning commission with the recommendation of removing the third floor and not let politics persuade their view. Public Safety Must Prevail.

Regards

Ed Norris

2236 Oyster Cove Circle

Murrells Inlet, S.C.

TIME RECEIVED January 23, 2018 10:55:31 AM EST	REMOTE CSID	DURATION 65 (FAX)	PAGES 2	STATUS Received P.001/002
01/23/2018 10:55				

3575 Highway 17 Business  
Murrells Inlet, SC 29576  
Telephone: 843/357-6454  
Fax: 843/651-8127  
[www.inletlaw.com](http://www.inletlaw.com)  
[mnappier@inletlaw.com](mailto:mnappier@inletlaw.com)  
[mvonachen@inletlaw.com](mailto:mvonachen@inletlaw.com)

**Joye, Nappier Risher &  
Hardin, LLC  
Attorneys at Law**

# Fax

<b>To:</b> Georgetown County Council Dan Stacy, Esq. George Redman, Esq.	<b>From:</b> Mandie von Achen, Legal Assistant to Mark A. Nappier
--	--

<b>Fax:</b> 843-545-3127 843-235-6650 843-448-3022	<b>Pages:</b> 2
--	-----------------

<b>Phone:</b>	<b>Date:</b> January 22, 2018
---------------	-------------------------------

**Re:** Marlin Quay

☐ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

● **Comments:**

Should you experience difficulty in receiving this transmission, please contact this office at 843/626-9000 between 8:00 a.m. and 6:00 p.m.

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**Joye, Nappier, Risher & Hardin, LLC***Attorneys at Law*

R. Scott Joye  
Mark A. Nappier \*  
Eldon D. Risher III  
Wendy A. Hardin

\*Admitted in SC & NC

3575 Highway 17 Business  
Murrells Inlet, SC 29576  
Phone: (843) 357-6454  
Fax: (843) 651-8127  
[www.inletlaw.com](http://www.inletlaw.com)

January 23, 2018

[Mnappier@inletlaw.com](mailto:Mnappier@inletlaw.com)

Georgetown County Council  
Attn: Theresa Floyd, Clerk to Council  
Post Office Drawer 421270  
Georgetown, SC 29442-4200

SENT VIA FACSIMILE ONLY  
843-545-3127

Re: Marlin Quay PUD  
County Council Meeting of January 23, 2018  
My Client: Council of Co-Owners Marlin Quay Horizontal Property  
Regime, Inc.  
Our File No: 11534.063

Dear Ms. Floyd:

I am writing you and the members of County Council as legal counsel for the Council of Co-Owners for the Marlin Quay Horizontal Property Regime, which is the Association for the condominiums that make up a part of the Marlin Quay PUD. On January 23, 2018 the County Council will be seeking public input regarding a major change to the PUD which will allow for the construction of a new ship store and restaurant. At the previous meeting of Council on January 9<sup>th</sup>, it was represented that the Association had no objection to the change being proposed. This is **not** accurate, as there are in fact owners at Marlin Quay who are opposed to the change as well as homeowners who are for the change.

As you can imagine, with an Association comprised of 60 unit owners, the membership within the regime have different points of view regarding this proposed change to the PUD. For that reason, the Association has, as an entity, not supported or opposed this change, but has instead encouraged its members to let their personal opinions be known to Council. This should in no way be construed as Association approval of the proposed change.

Kindly forward this information to members of the Council for their consideration. Should you have any questions regarding this matter, please do not hesitate to contact me. With kind regards, I am

Sincerely yours,

Mark A. Nappier

MAN/mmv

Cc: Marlin Quay HOA  
Dan Stacy, Esq., Via Facsimile  
George Redman, Esq., Via Facsimile



## Theresa Floyd

---

**From:** Theresa Floyd  
**Sent:** Tuesday, February 13, 2018 10:38 AM  
**To:** CC  
**Cc:** Sel Hemingway; Wesley Bryant; Boyd Johnson; Holly Richardson  
**Subject:** FW: Marlin Quay Amendment - RE: GC Council Agenda - February 13, 2018  
**Attachments:** Sketch Exhibit - Marlin Quay Restaurant and Store.pdf; Applicants Plans - 8,900 sq. ft; 359 Occupants.pdf

Council members,

Please see attached information regarding amendments to the Marlin Quay Planned Development (Report 11a on tonight's agenda).

Theresa

**From:** Redman, George W [<mailto:GRedman@bellamylaw.com>]  
**Sent:** Tuesday, February 13, 2018 10:28 AM  
**To:** Theresa Floyd  
**Cc:** Lanoie, Kayla; 'Adam Nugent'; 'Laura Burnett'  
**Subject:** Marlin Quay Amendment - RE: GC Council Agenda - February 13, 2018

Theresa,

It appears our prior materials were included, so I have very limited information to add, if it is still possible to send out. The items include this email, and the two attachments.

**Statement from January 13, 2018 Article in the Coastal Observer, Marlin Quay: County attorney says rezoning isn't 'taking':**

*But Bryant said Gulfstream doesn't have anything to take. The café has an easement to use the parking lot at the marina. "I don't know how you can have a taking with an easement," Bryant said. "Maybe they can come up with something."*

<http://www.coastalobserver.com/articles/2018/011118/4.html>

**S.C. Constitution, Art. I, § 13 Taking private property; economic development ...**

- (A) Except as otherwise provided in this Constitution, **private property shall not be taken for private use** without the consent of the owner, ...

**South Carolina Code: The Eminent Domain Procedure Act, § 28-2-30 Definitions.**

As used in this act:

- (17) "Property", "real property", or "land" means all lands, including improvements and fixtures thereon, lands under water, **easements** and hereditaments, corporeal or incorporeal, every estate, interest and right, legal or equitable, in lands or water **and all rights, interests, privileges, easements**, encumbrances, and franchises relating thereto, including terms for years and liens by way of judgment, mortgage, or otherwise.

Very respectfully,

George Redman.

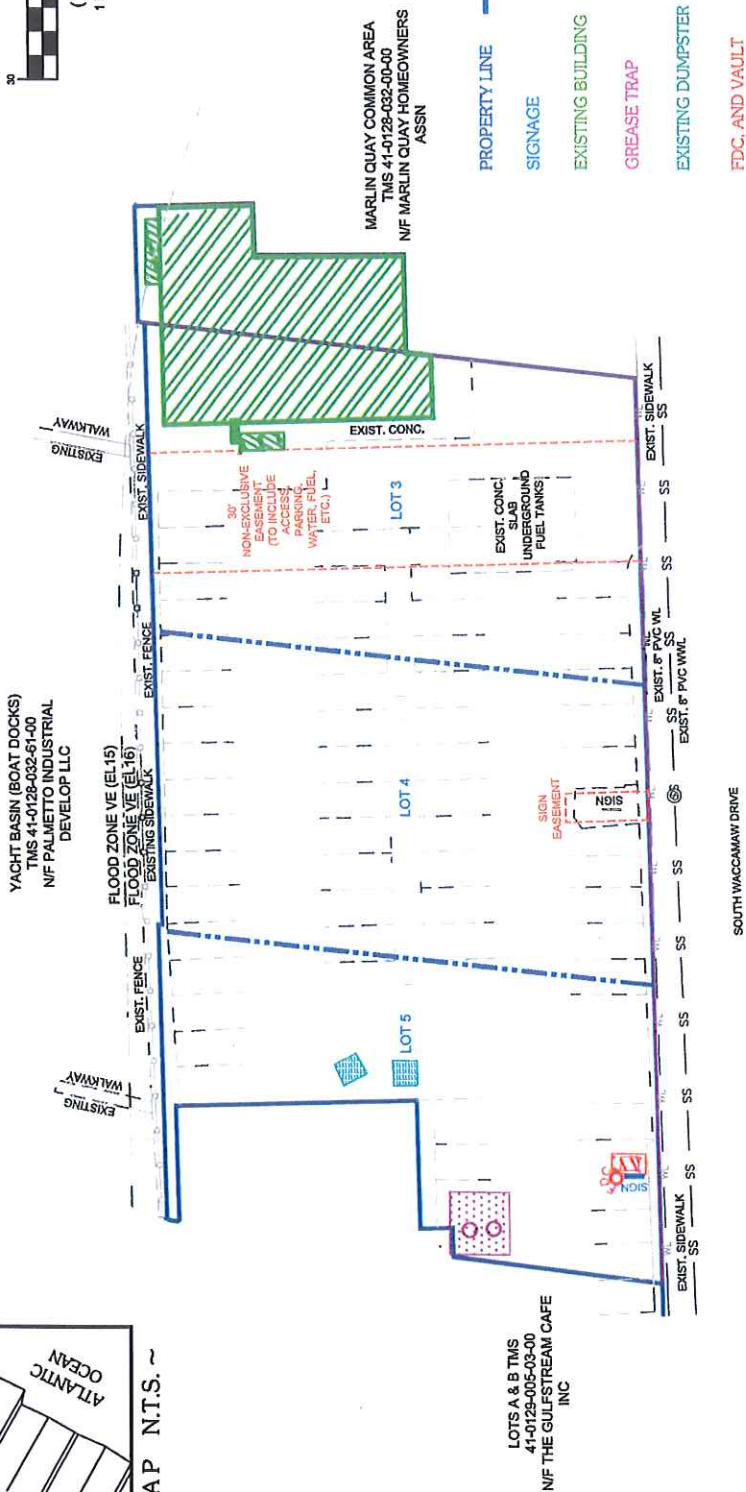
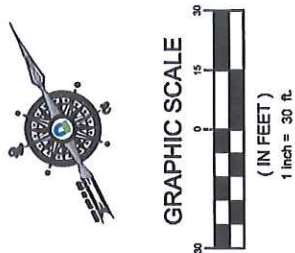


---

**George W. Redman III**  
Bellamy, Rutenberg, Copeland, Epps,  
Gravelly & Bowers, P.A.  
1000 29th Avenue North  
Myrtle Beach, SC 29577  
Direct Dial: (843) 916-7160  
Fax: (843) 448-3022  
[www.BellamyLaw.com](http://www.BellamyLaw.com)

---

This message was secured by [ZixCorp<sup>\(R\)</sup>](#).



**SKETCH EXHIBIT**  
**MARLIN QUAY RESTAURANT**  
**AND STORE**

MARLIN QUAY MARINA  
GARDEN CITY POINT  
GEORGETOWN COUNTY - SOUTH CAROLINA

DATE: 01/24/2018

SCALE: 1" = 30'

**SKETCH EXHIBIT**  
**MARLIN QUAY RESTAURANT**  
**AND STORE**  
MARLIN QUAY MARINA  
GARDEN CITY POINT  
GEORGETOWN COUNTY - SOUTH CAROLINA

DATE: 01/24/2018	SCALE: 1" = 30'
------------------	-----------------



BUILDING AREA PER STORY

ACTUAL STORY/ OCCUPANCY	NO. STORIES ALLOWED	AREA ALLOWED	ACTUAL AREA	ACTUAL CONDITIONED AREA
1/MERCANTILE	5	61,500 SF	2,018 SF	2,018 SF
1/UNHEATED CIRCULATION DECK	5	61,500 SF	256 SF	
2/ ASSEMBLY (HEATED)	4	45,000 SF	2,294 SF	2,294 SF
2&3/ASSEMBLY (UNHEATED BALCONIES)	4	45,000 SF	2,121 SF	
3/ASSEMBLY (UNHEATED ROOFDECK/BAR/CIR)	4	45,000 SF	963 SF	
1/STORAGE (HEATED)	5	76,500 SF	286 SF	286 SF
1/STORAGE (UNHEATED)	5	76,000 SF	910 SF	
(DOES NOT INCLUDE STAIRS AND ELEVATOR)				
		TOTAL AREA:	8,848	4,598 SF

OCCUPANCY LOAD CALCULATIONS (IBC CHAPTER 10)

AREA USED FOR EGRESS COUNT  
SF/OCCUPANT (TABLE 1004.1.2)

STORY/ LEVEL	FUNCTION OF SPACE	FLOOR AREA (NSF or GSF)	MAX AREA ALLOWED PER (NSF or GSF)	OCCUPANTS ON FLOOR FOR THIS FUNCTION	DESIGN OCCUPANT LOAD
1	MERCANTILE	1,290 GSF	60 GSF	22 OCC	
	BUSINESS (ACCESSORY OFFICE)	143 GSF	100 GSF	2 OCC	
	ACCESSORY STORAGE	145 GSF	300 GSF	1 OCC	
	ACCESSORY SHOWER/TOILET	110 GSF	100 GSF	2 OCC	
	SUBTOTAL DESIGN OCCUPANT LOAD FOR THIS STORY				27 OCC
2	ASSEMBLY - RESTAURANT	480 NSF	15 NSF	32 OCC	
	ASSEMBLY - BAR	430 NSF	7 NSF	62 OCC	
	ASSEMBLY - HOSTESS	87 NSF	15 NSF	6 OCC	
	ASSEMBLY - KITCHEN	435 GSF	200 NSF	3 OCC	
	ASSEMBLY - ACCESSORY	303 GSF	100 GSF	3 OCC	
	ASSEMBLY - BALCONY	992 NSF	15 NSF	66 OCC	
SUBTOTAL DESIGN OCCUPANT LOAD FOR THIS STORY				172 OCC	
3	ASSEMBLY - BALCONY /DECK	1,748 NSF	15 NSF	117 OCC	
	ASSEMBLY - BAR	277 NSF	7 NSF	39 OCC	
	ASSEMBLY - ACCESSORY	46 GSF	100 GSF	1 OCC	
	STORAGE	910 GSF	300 GSF	3 OCC	
SUBTOTAL DESIGN OCCUPANT LOAD FOR THIS STORY				160 OCC	160 OCC
TOTAL BUILDING DESIGN OCCUPANT LOAD:				359 OCC	359 OCC

359  
Occupants

1. Occupant load table above is based on IBC 2015 requirements for Life Safety. See Site Plan for occupancy count based on local jurisdiction parking requirements.

**Item Number:** 11.a

**Meeting Date:** 2/27/2018

**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-04 - An amendment to the conceptual plan for the Debordieu Colony Planned Development to make the PD setback requirements for Community 1 match the indenture deed requirements enforced by the Debordieu POA/ARB

A request was made by the Debordieu Colony Community Association to amend the Planned Development setbacks for Community I to better conform to the setbacks enforced by the Property Owners Association.

**CURRENT STATUS:**

The Debordieu Colony Planned Development was approved in the mid 1980's after 340 properties were initially developed. The PD was approved for a total of 2,320 single and multi-family units. The PD was initially divided into eight communities. Community 1 is located along the golf course and was approved for 349 single family units and 140 multi-family units.

**POINTS TO CONSIDER:**

1. Community 1 (shown on the attached map) is located along the northern boundary of the PD and borders the golf course. It contains six different Phases (Phase 1, 1A, 2, 3, 3A, 3B and 4). Setbacks were proposed for this Community and all other other sections of Debordieu in 1985. At that time, the proposed setbacks for single family development in the PD were 40' for the front, 10' side for one-story structures and 15' side for two-story structures. The regulations also included a statement "...more restrictive, view-oriented setbacks may be prescribed on specific subdivisions."

2. As the different Phases of Community 1 were developed and individual subdivision plats were approved, specific setbacks were laid out for each Phase. Different phases showed different regulations for how to handle the side yards for one and two story buildings. Additionally, different phases called out rear yards of either 50' or 20' with most invoking a 50' rear yard setback for lots abutting the golf course and a 20' rear yard setback for lots abutting the water. However, in Phase 1 specifically, the County documents indicate a 50' rear yard for all lots.

3. The Debordieu Colony Community Association reviews all requests for construction within the Planned Development. The Association enforces private deeds and covenants for the neighborhood and an Architectural Review Board must approve all applications. Setbacks for most of the lots in the Community 1 section are provided as part of indenture deeds. Over the past several years, County staff and Debordieu staff have noted discrepancies between the PD setbacks enforced by the County and the setbacks from the indenture deeds enforced by the Association. While applicants must meet both requirements (meaning the most restrictive), this is often confusing for contractors or property owners who are given two different sets of standards to meet. They may design based on one set of requirements and then not meet the other set. Most often this has been seen in terms of the rear yard

setback for lots on the water. Based on our records, the County enforces a 50' rear yard and the deeds only indicate a 20 foot setback.

4. Staff from both the County and the Association would like to clear up this discrepancy by proposing the following amendment to the setbacks for all lots in Community 1:

Front: 40'

Side: 10'

Rear: 20' for lots abutting water and 50' for lots abutting the golf course

It should be noted that due to the specific nature of some of the indenture deeds, it would be very difficult to match the Association's requirements exactly. Applications will still be reviewed by the Association for compliance with the deeds, but hopefully this will clear up any major differences and will make enforcement of the setbacks by the County easier since all Phases will maintain the same rear yard setback.

5. Since the previous setbacks enforced by the County were larger than the ones being proposed with this change (15' side yards being changed to 10' and 50' rear yards being changed to 20'), the proposal should not cause any new nonconformities for existing dwellings. The change may make it possible for additions to existing dwellings that are not currently feasible based on the PD requirements.

6. Staff recommended amending the setbacks for Community 1 of the Debordieu Colony PD to reflect the following: 40' front, 10' side and 20' rear for lots abutting water and 50' for lots abutting the golf course.

7. The Planning Commission held a public hearing on this issue at their January 18, 2018 meeting. No one came forward to speak. The Commission voted 6 to 0 to recommend approval for the proposed change.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Accept PC recommendation
2. Approve an amended request
3. Defer action
4. Remand to PC for further study
5. Deny request

**STAFF RECOMMENDATIONS:**

Accept PC recommendation

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 2018-04 Debordieu Setbacks	Ordinance
<input type="checkbox"/> Debordieu Setbacks Attachments	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2018-04

**AN ORDINANCE TO AMEND THE SETBACKS FOR COMMUNITY I OF THE  
DEBORDIEU COLONY PLANNED DEVELOPMENT**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF  
GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL  
ASSEMBLED THAT COMMUNITY I OF THE DEBORDIEU COLONY  
PLANNED DEVELOPMENT (AS SHOWN ON THE ATTACHED MAP) BE  
AMENDED TO REFLECT THE FOLLOWING SETBACKS:**

- Front: 40 feet
- Side: 10 feet
- Rear: 20 feet for lots abutting water and 50 feet for lots abutting the golf course

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2018.**

\_\_\_\_\_  
Johnny Morant (SEAL)  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2018-04, 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: \_\_\_\_\_





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

12/4/17

## APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: DeBordieu Colony

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

- ☒ Setback – Complete SECTION B: SETBACK AMENDMENT
- ☐ Signage – Complete SECTION C: SIGNAGE AMENDMENT
- ☐ Site Plan – Complete SECTION D: SITE PLAN AMENDMENT
- ☐ Other: \_\_\_\_\_

All Applicants must complete SECTION A: APPLICANT INFORMATION

### SECTION A: APPLICANT INFORMATION

Property Information:

04-1001-004-19-00 / 04-1001-004-06-00

TMS Number: DeBordieu Colony Community Association  
(Include all affected parcels)

Street Address: 181 Luwan Blvd.

City / State / Zip Code: Georgetown, SC 29440

Lot / Block / Number: \_\_\_\_\_

Existing Use: PD

Proposed Use: \_\_\_\_\_

Commercial Acreage: \_\_\_\_\_ Residential Acreage: \_\_\_\_\_

**Property Owner of Record:**

Name: DeBordieu Colony Community Association

Address: 181 Luran Blvd.

City/ State/ Zip Code: Georgetown, SC 29440

Telephone/Fax: (843) 527-4436 / Fax: (843) 546-8704

E-Mail: Bbrown@debordieucolony.org

Signature of Owner / Date: \_\_\_\_\_

**Contact Information:**

Name: Meg Wilcox, ARB Administrator

Address: 181 Luran Blvd., Georgetown, SC 29440

Phone / E-Mail: (843) 527-5033 ; mwilcox@debordieucolony.org

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

**Agent of Owner:**

Name: DeBordieu Colony Community Association

Address: 181 Luran Blvd.

City / State / Zip Code: Georgetown, SC 29440

Telephone/Fax: (843) 527-5033 ; Fax: (843) 546-8704

E-Mail: mwilcox@debordieucolony.org

Signature of Agent/ Date: Meg Wilcox 12/4/17

Signature of Owner /Date: Beauchet Brown

**Fee Schedule: \$250.00 plus \$10.00 per Residential acre or \$25.00 per Commercial acre.**

**Adjacent Property Owners Information required:**

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

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

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

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

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

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

### **SECTION B: SETBACK AMENDMENT**

Please supply the following information regarding your request:

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. Amend the setbacks for portions of the golf course to make PD Requirements match the Indenture Deed Requirements enforced by the DeBardien POA. ARB.
- Do these conditions exists on other properties else where in the PD?

Community 1 ; the golf course

- Amending this portion of the text will not cause undue hardship on adjacent property owners. It will not. It will bring alignment to the permit process between the County PD & the DCCA-ARB.

Submittal requirements: 12 copies of 11 x 17 plans

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

### SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: To align County setbacks for golf course section of DeBardien Community ARB w/ Indenture Deeds and POA enforced setbacks.

Number of signs existing currently on site \_\_\_\_\_

Square footage of existing sign(s) \_\_\_\_\_

Number of Proposed signs: \_\_\_\_\_

Square footage of the proposed sign(s) \_\_\_\_\_

Submittal requirements:

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

### SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: \_\_\_\_\_

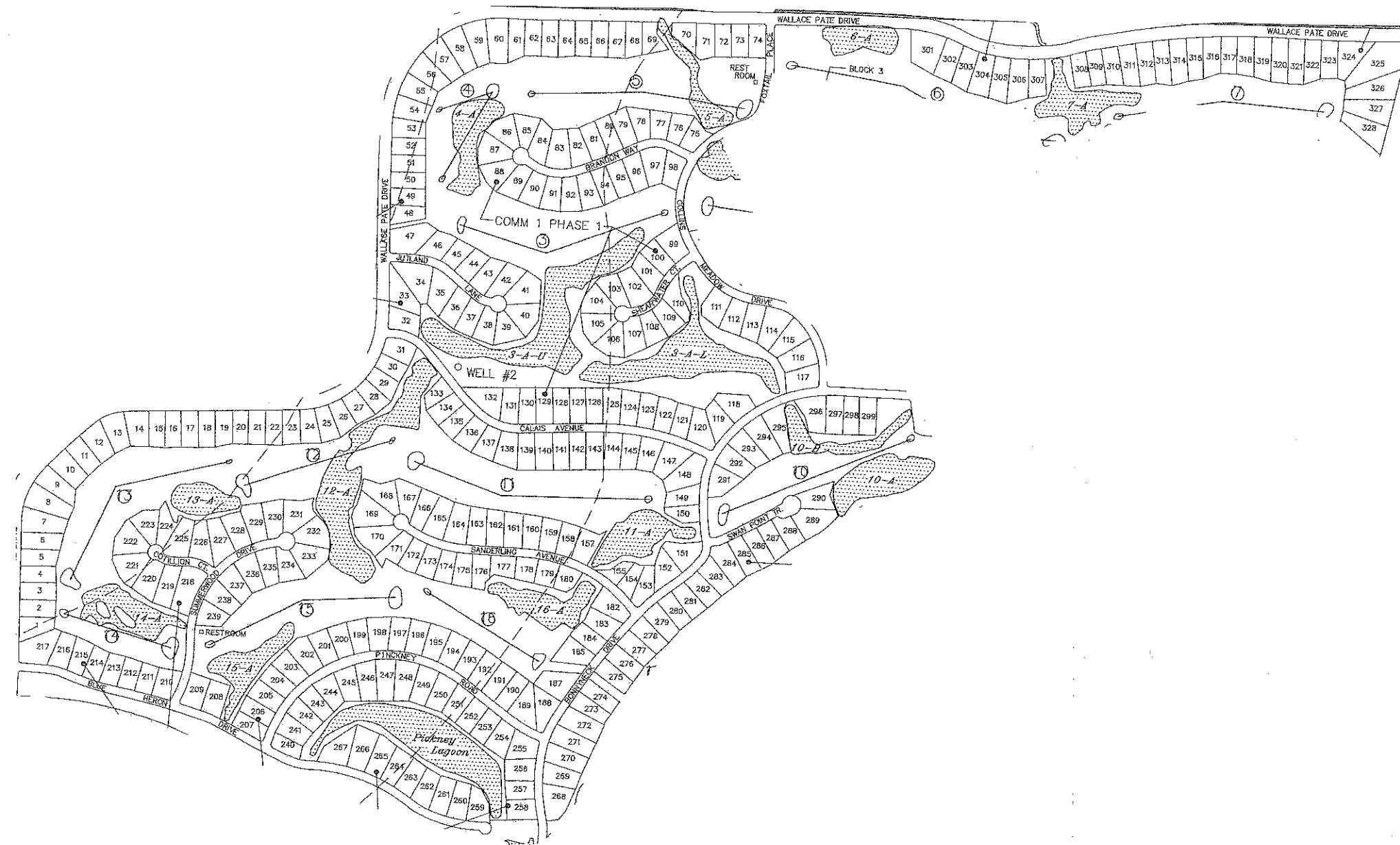
\_\_\_\_\_  
\_\_\_\_\_

Reason for amendment request: \_\_\_\_\_

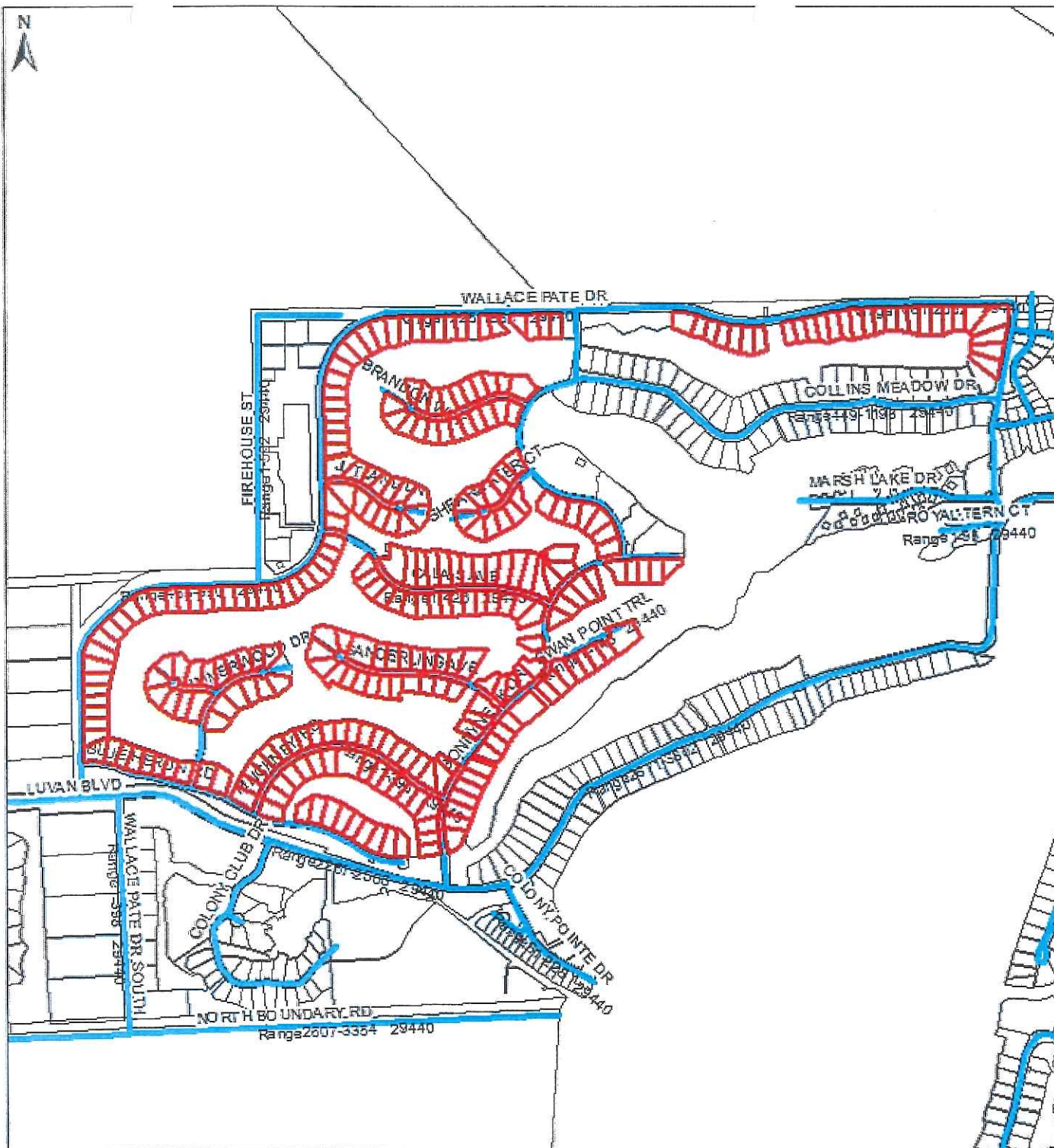
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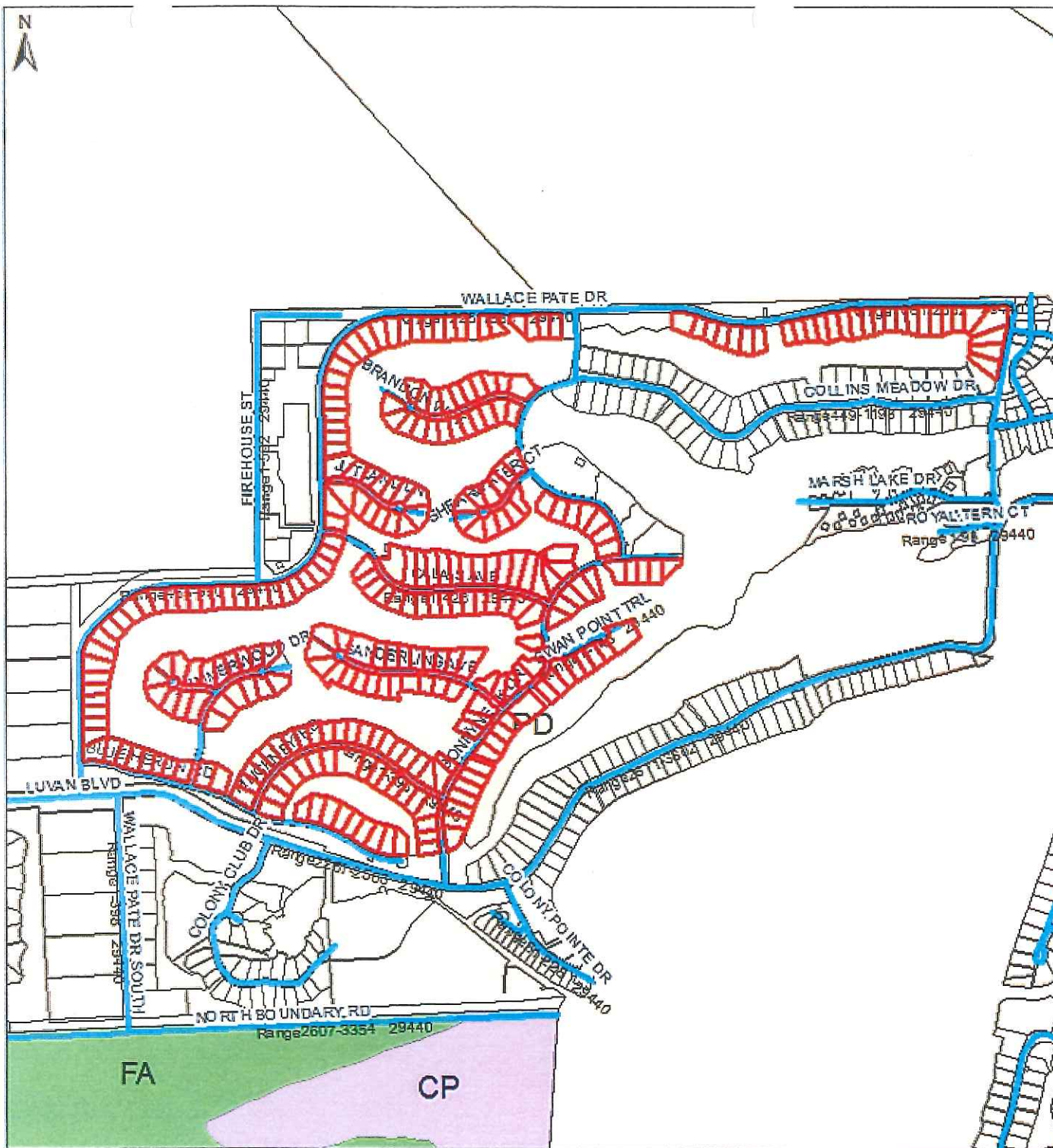
**Submittal requirements:**

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









# DeBordieu Colony Community 1 Property Zoning AMPD 12-17-19600

## Legend

### Streets

all other values

### Maintained By

County

Private

State

DeBordieu Colony PD - Community 1

Lot Lines

Landmarks

## Zoning

### DISTRICT

CITY OF GEORGETOWN

CP

FA

RA/C

RA/R

SC

SR

SR/R

H

U

MD

MD/C

NC

OC

PA

PD

R1

R1/CAC

R1/C

R1/C

R2

R2/CAC

R3

R3

R3

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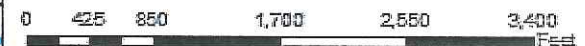
R3

R3

R3

R3

Unzoned parcels



**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.



DeBordieu Colony  
Community 1  
Property Aerial  
AMPD 12-17-19600

## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

DeBordieu Colony PD - Community 1

Lot Lines

♦ Landmarks

sde.SDE.Imagery2017Med

### RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Municipalities



0 425 850 1,700 2,550 3,400 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 DeBordieu Colony Community Association to amend Community 1 of the DeBordieu Colony Planned Development to make the PD setback requirements match the indenture deed requirements enforced by the DeBordieu POA/ARB. The property is located east of Highway 17 Bypass approximately 5,700 feet north of Hobcaw Barony. TMS 04-1001-004-19-00 and 04-1001-004-06-00. Case Number AMPD 12-17-19600.

The Planning Commission will be reviewing this request on **Thursday, January 18, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

*Georgetown County Planning Commission*

*PO Drawer 421270*

*Georgetown, South Carolina 29442*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

*E-mail: [tcoleman@gtcounty.org](mailto:tcoleman@gtcounty.org)*

Item Number: 15.a  
Meeting Date: 2/27/2018  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Community Relations Council - Community Achievement Award

**CURRENT STATUS:**

The South Carolina Human Affairs Law under Section 1-13-70 empowers the SC Human Affairs Commission with authority "to create or recognize such advisory agencies, local, regional or statewide, as will aid in effectuating the purpose of the law" and any group of civic minded citizens with concern for the development and well-being of their community can set in motion the necessary plans for a creating a Community/Human Relations Council. Georgetown County established a Community Relations Council in 1991, which at first was effective, but over time became dormant and stopped functioning and thus was dissolved.

In 2015, a coalition of community activists approached Georgetown County Council requesting its support in their establishment of a Community Relations Council with a mission "to work together to improve economic development, education, health and well-being, and the quality of life and sense of unity among a diverse people within the County". Believing this to be an important asset to the citizens of Georgetown County, Georgetown County Council adopted Resolution No. 2016-01 in support of the request, and a new Community Relations Council was organized.

**POINTS TO CONSIDER:**

A goal of the new Georgetown County Community Relations Council is to collaborate with governmental, social service, educational, religious, and business agencies and organizations on projects to enhance the lives of all citizens in Georgetown County.

The Georgetown County Community Relations Council has named Mr. Randy Ford as the recipient of its first Annual Community Achievement Award, and will make the presentation on February 27, 2018.

**FINANCIAL IMPACT:**

n/a

**STAFF RECOMMENDATIONS:**

The Community Relations Council will present its first Community Achievement Award. *No action is required of County Council.*

Item Number: 15.b  
Meeting Date: 2/27/2018  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

A request from Tim Harris of ASI Engineers, Inc. as agent for Abbey, LLC for site plan review for Phase 2 of Marina Village, a 16 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. Phase 1 (1.39 acres) was previously approved by staff and contains two 2-story buildings with a total of ten residential units. Building staff issued a Certificate of Occupancy for Building 1 of Phase 1 on December 5, 2017. The site is zoned Resort Commercial (RC).

The Planning Commission reviewed a plan for a total of 34 multi-family units for this site at the June 2017 meeting. Several people spoke in opposition to the request including the Litchfield Plantation POA, members of the adjacent church and another property owner/developer. Much of the opposition centered on the density and the restrictive covenants for Litchfield Plantation. The Commission voted to accept staff's recommendation for approval contingent on "covenant dispute resolution."

At the July 25<sup>th</sup> meeting, County Council remanded this issue back to the Planning Commission at the applicant's request.

At the August 17<sup>th</sup> meeting, the applicant submitted an amended request for a total of 26 units (including Phase 1) which contained 10 duplex units. The applicant withdrew this request after opposition from the Litchfield Plantation POA was presented at the meeting.

The new submittal maintains the previously approved two multi-family units for Phase 1 and reduces the initial request by a total of 8 units for a new total of 26 units for Phases 1 and 2.

**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 607.2 of the GR section 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. 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 four multi-family units for a total of 16 new units in Phase 2. Phases 1 and 2 will contain a total of six buildings and 26 two and three bedroom units. The rear of the site contains jurisdictional ricefields according to the plans presented.

4. The proposed 26 units are distributed among the buildings as follows:

<b>Building</b>	<b>2 BR</b>	<b>3 BR</b>	<b># stories</b>
1 (complete)	0	6	2
2	4	0	2
3	3	0	2
4	4	0	2
5	4	0	2
6	5	0	2
<b>Totals</b>	<b>20</b>	<b>6</b>	

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 number of stories for each unit, 72,000 square feet are required for the 20 two-bedroom, two-story units and 25,800 square feet are required for the 6 three-bedroom, two-story units for a total of 97,800 square feet. The tract contains a total of 138,865 square feet. After subtracting the 14,664 square feet for the streets and the 14,992 square feet for the ricefields, the net lot area is 109,209 square feet which exceeds the required 97,800 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 meet or exceed the 20 foot building separation requirement. (Steps and elevators may encroach up to five feet into any setback.) The plan indicates a pervious/impervious ratio of 63.7%/36.3% which exceeds the 50%/50% requirement.

7. The Zoning Ordinance requires two spaces for each unit. A total of 52 spaces are provided for the 26 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 or oyster shell material.

8. Landscape buffers are required adjacent to differing land uses. As the adjacent outparcel is vacant at this time, no buffers are required.

9. The site contains a total of 10 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. Five 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 53 replacement trees are required. 29 were planted as a part of Phase 1 and Phase 2 will require an additional 24 new trees.

10. The site plan indicates a new stormwater pond that was constructed as part of Phase 1 and 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 (both phases) is expected to generate 156 (26 multi-family units X 6 trips per day) ADT's per day, so a Traffic Impact Analysis was not required for this project.

13. Access for the site will be provided via two curb cuts along Landing Road. The two main 24' drives will be asphalt and will require street names.

14. 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.

15. The property is located in both the X and AE-8 flood zones. 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.

16. Litchfield Plantation is a private, gated development with deed restrictions and covenants in place. A letter from the POA's legal representative is included indicating their support for the project based on this recent submittal.

17. Staff recommended approval for the site plan conditional on final approval from Midway Fire, Georgetown County Stormwater and GCWSD as well as street name approval for two roadways within the development.

18. The Planning Commission voted 7 to 0 to recommend approval for the site plan based on staff's recommendation at their February 15th meeting.

#### **FINANCIAL IMPACT:**

Not applicable

#### **OPTIONS:**

1. Approve site plan as recommended by PC
2. Deny site plan

3. Remand to PC for further study
4. Defer action

**STAFF RECOMMENDATIONS:**

Approve site plan as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▯ Marina Village Phase 2 attachments	Backup Material

# ASI ENGINEERS

I N C O R P O R A T E D

1304 Professional Drive, Suite D Myrtle Beach, SC 29577

Telephone 843-692-9998 Facsimile 843-692-9993

January 3, 2018

Ms. Holly Richardson  
Georgetown County Planning Department  
129 Screven Street  
Georgetown, SC 29440

Re: Marina Village  
Landing Road in Litchfield Plantation

Dear Holly,

As we have discussed, the developer of the Marina Village project in Litchfield Plantation is ready to get started on the second phase of the development. This project was approved by the Planning Commission on June 15, 2017 with the condition that the deed restriction issues be resolved with the Litchfield Plantation HOA. In addition to the 10 units in Phase 1, this approved plan had 24 more units in Phase 2.

On the attached site plan, three of the proposed building with 8 units have been removed. The remaining buildings are exactly the same as the plan that was approved. This phase now has only 16 units.

An agreement has been reached with the Litchfield Plantation HOA gaining their approval for these 16 additional units. The attorneys are working through the final language, but will have it by the end of the week. We will email you a copy of it as soon as we get it.

Attached find nine (9) full size and an 11" X 17" copy of the revised site plan. A digital copy of the site plan has already been emailed to you.

It is our understanding that this project will be on the agenda of the January 18, 2018 Planning Commission meeting and if approved, on the January 30, 2018 City Council meeting. If there is anything else you need, please let us know.

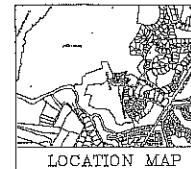
Sincerely,



Timothy P. Harris  
President, Senior Project Designer  
ASI Engineers, Inc.



REVISED 1/11/18 26 UNIT



ASI ENGINEERS, INC.  
CIVIL ENGINEERING & LAND PLANNING  
1304 FARMERSVILLE DRIVE, SUITE 201  
GREENSBORO, NC 27407

SCALE  
JOB NO. 21897  
DESIGNED BY  
CHECKED BY  
DATE  
REVISION

SCALE  
JOB NO. 21897  
DESIGNED BY  
CHECKED BY  
DATE  
REVISION

SCALE  
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DATE  
REVISION

SCALE  
JOB NO. 21897  
DESIGNED BY  
CHECKED BY  
DATE  
REVISION

LINE	LENGTH	BEARING
L1	22.21	S85°53'08"E
L2	27.45	S12°13'15"E
L3	24.84	S77°22'08"E
L4	19.89	S25°02'07"E
L5	23.81	N07°27'17"W
L7	15.89	N07°43'05"E

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	105.81	284.97	285.87	S24°42'22"W
C2	28.28	53.47	28.30	N84°47'48"E
C3	3.97	23.47	3.97	S82°57'48"E
C4	711.86	63.47	105.51	S89°12'55"E
C5	6.91	83.47	8.01	S14°22'00"E
C6	175.52	58.91	171.84	S62°40'30"W
C7	42.89	154.51	25.79	S64°43'08"E
C8	68.24	184.51	67.85	S12°27'54"W
C9	155.02	188.11	127.33	N03°17'51"E
C11	52.48	184.78	69.81	S03°27'00"W
C12	145.02	53.47	134.83	N07°25'12"E
C13	18.08	23.90	18.79	S07°47'54"W

**SITE PLAN NOTES**

THIS PROPERTY IS A PORTION OF TMS# 04-0413-001-02-00  
THE ENTIRE PARCEL IS 146,080 SF (3.36 ACRES).  
PHASES 1 AND 2 COMBINED ARE 135,885 SF (3.19 ACRES).  
THE FOLLOWING NOTES REFER TO THE PHASE 1 AND 2 ONLY.

THIS PROPERTY IS ZONED RC-RESORT COMMERCIAL  
NO REZONING IS REQUIRED FOR THE PROPOSED USE

THIS PROPERTY IS LOCATED IN FLOOD ZONES "X IN",  
"X OUT" AND "AE" AS SHOWN ON FEMA MAP  
NO. 480620275 DATED AUGUST 2, 1985.

PARKING REQUIRED = 2 SPACES PER UNIT  
2X28 = 52 SPACES REQUIRED  
EACH UNIT HAS A ONE CAR GARAGE. THERE IS ALSO  
ROOM FOR AN ADDITIONAL CAR IN THE DRIVEWAY.  
28 UNITS X 2 CARS = 52 SPACES.

UNIT SUMMARY IS AS FOLLOWS:  
UNITS 1-4 AND 11-28 ARE 2 ELY 1 BORN UNITS  
UNITS 5-10 ARE 3 ELY 2 BORN UNITS

MINIMUM LOT AREA  
20' X 60' X 2 BORN UNITS @ 3,600 SF/UNIT = 72,000 SF  
6' X 28' X 3 BORN UNITS @ 4,200 SF/UNIT = 25,200 SF  
TOTAL AREA REQUIRED = 97,200 SF

TOTAL LOT AREA = 138,885 SF  
LESS STREETS = 14,884  
LESS RICE FIELDS = 14,892  
LOT AREA EXCLUDING STREETS = 109,109 SF  
MAXIMUM BUILDING COVERAGE = 35% OF LOT  
BUILDING COVERAGE = 23,683 SF  
32,000 SF / 138,885 SF = 23.1%

THERE ARE NO RESIDENTIAL ZONED AREAS  
ADJACENT TO THIS PROPERTY.

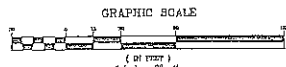
MINIMUM PERVIOUS SURFACES = 50% OF LOT  
TOTAL PHASE 1 & 2 AREA HAS 6,405 SF OF  
PERVIOUS CONCRETE OR OTHER SHEL  
MATERIAL AND 71,736 SF OF GRASS,  
LANDSCAPED AREAS AND RICE FIELDS FOR A  
TOTAL OF 78,141 SF OF PERVIOUS AREA

80,143 SF / 138,885 SF = 57.7% PERVIOUS  
AREA

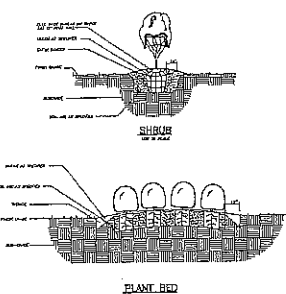
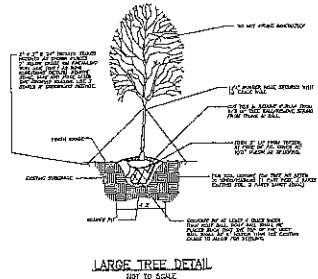
PERVIOUS PARKING SURFACE REQUIRED = 25%  
TOTAL TRAFFIC SURFACE = 25,200 SF  
PERVIOUS = 6,405 SF  
6,405 SF / 25,200 SF = 25.4% PERVIOUS  
PARKING

INTERIOR LANDSCAPING REQUIRED UNDER  
40' X 88' SF = 3,520 SF  
25,200 SF X 6.2% = 1,562 SF  
INTERIOR LANDSCAPING PROVIDED = 9,982 SF

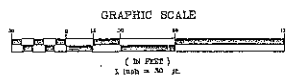
PHASE LINES MAY BE REVISED AS PROJECT IS  
DEVELOPED.



SOUTHWEST PORTION OF LITCHFIELD PLANTATION  
TMS# 04-0413-001-02-00  
KING GEORGE II HOLDINGS LLC  
DB: 2322 PG: 177

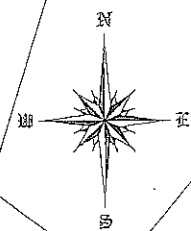


SYMBOL	NAME	SCIENTIFIC NAME	SIZE	PHASE 1	PHASE 2	TOTAL	PLANTING TYPE
	VARIATED PITTOSPORUM	PITTOSPORUM TORREA 'VARIATA'	7 GALLON	25	20	45	SCREEN
	CREPE MYRTLE (ORANGE)	LEUCOSYMPLENA FRAXINIFOLIA	2" CALIPER, 8'-10" TALL	7		7	UNDERSTORY TREE
	MESQUITE	PROSOPIS JULIFLORA	2" CALIPER, 8'-10" TALL	7		7	UNDERSTORY TREE
	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	7" CALIPER, 10' HIGH	15	24	39	CANOPY TREE



NOTE: CALCULATIONS BELOW ARE FOR PHASE 1 & 2, NOT JUST PHASE 2 AREA.  
 ALL PLANT BEDS TO HAVE 1" DEEP FINE STRAW MULCH.  
 ALL LANDSCAPE AREAS NOT IN PLANT BEDS ARE TO BE SOILED.  
 ALL LANDSCAPE AREAS ARE TO BE SERVED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM (NOT SHOWN).  
 PROTECTED TREES REQUIREMENTS:  
 TOTAL EXISTING PROTECTED TREES = 10  
 PROTECTED TREES TO BE REMOVED = 5  
 PROTECTED TREES TO REMAIN = 5  
 TOTAL AREA = 138,445 SF  
 138,445 SF / 111 TREES = 1,247 SF PER TREE (AVERAGE)  
 TOTAL OPEN AREA AFTER DEVELOPMENT (NOT INCLUDING RICE FIELDS) = 27,900 SF  
 27,900 SF / 1,247 SF = 22 TREES

STANDARD TREES TO REMAIN THEREFORE 13 ADDITIONAL TREES ARE REQUIRED FOR THE 138,445 SF AREA. 13 TREES WERE PROVIDED FOR PHASE 1. THEREFORE 26 TREES ARE REQUIRED FOR PHASE 2.  
 A PORTION OF EVERY PARKING SPACE IS WITHIN SF OF THE TRUNK OF A TREE.  
 INTERIOR LANDSCAPING REQUIRED = 26.00 SQ. ROADWAY SIDEWALK TOTALS = 2.00 = 28.00 SF REQUIRED. 6,241 SF OF INTERIOR LANDSCAPING IS PROVIDED.  
 SHRUBS REQUIRED = 4 (7 GALLON MINIMUM) PER 150 SF OF INTERIOR LANDSCAPING.  
 28.00 SF / 150 SF X 4 = 34.7 GALLON SHRUBS REQUIRED.  
 24-7 GALLON VARIATED PITTOSPORUM WERE PROVIDED IN PLANT BEDS (NOT COUNTED TOWARD AREA).  
 24-7 GALLON VARIATED PITTOSPORUM ARE PROVIDED FOR PHASE 2.



ASI ENGINEERS, INC.  
 CIVIL ENGINEERING & LAND PLANNING  
 1504 PROFESSIONAL BLDG., SUITE 201  
 LEXINGTON, NC 27297  
 TEL: 919-853-1111  
 FAX: 919-853-1112

LANDSCAPING PLAN  
 MARINA VILLAGE AT LITCHFIELD PLANTATION  
 PHASE 2  
 LANDING ROAD  
 GEORGETOWN COUNTY, SOUTH CAROLINA

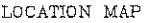
SCALE:	1"=20'
DESIGNED BY:	RY
DRAWN BY:	RY
CHECKED BY:	TRK
DATE:	11/11/18
REVISION:	

Professional Engineer Seal for David J. Chapman, No. 24800, State of North Carolina.

SHEET NUMBER  
 1 OF 1

REPRODUCTION OR REUSE OF THIS DRAWING IN WHOLE OR IN PART WITHOUT PRIOR WRITTEN PERMISSION IS STRICTLY FORBIDDEN

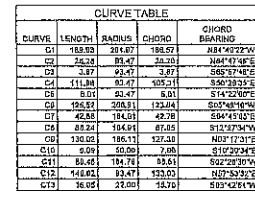
34 UNITS



1396 PROFESSIONAL DRIVE, SUITE 3-1  
MIDDLE BEACH, SC 29577  
TELEPHONE : (843) 592-0000  
FAX : (843) 592-9993

REPRODUCTION OR REUSE OF THIS DRAWING IN WHOLE OR IN PART WITHOUT PRIOR WRITTEN PERMISSION IS STRICTLY FORBIDDEN

REPRODUCTION OR REUSE OF THIS DRAWING IN WHOLE OR IN PART WITHOUT PRIOR WRITTEN PERMISSION IS STRICTLY FORBIDDEN



THIS PROPERTY IS A PORTION OF TRMS 04-04-001-02-02  
THE AREA TO BE DEVELOPED IS 18,406.55 SF (3.70 ACRES)  
THIS PROPERTY IS ZONED RC-NR-SUBC COMMERCIAL  
NO REZONING IS REQUIRED FOR THE PROPOSED USE  
THE PROPERTY IS LOCATED IN FLOOD ZONE "X" 1"  
"200" AND "200" AS SHOWN ON FEMA MAP  
THE PROPERTY IS LOCATED IN THE CITY OF  
PARKING REQUIRED = 2 SPACES PER UNIT  
2434 = 84 SPACES REQUIRED  
EACH UNIT HAS ONE CAR GARAGE, THERE IS ALSO NO  
FOR AT LEAST ONE CAR GARAGE IN THE COURTYARD,  
34 UNITS X 2 CAR'S = 68 SPACES  
THERE ARE AN ADDITIONAL 5 SPACES FOR A TOTAL OF  
73 SPACES  
UNIT SUMMARY IS AS FOLLOWS:  
-UNITS 7 TO 10 (5 UNITS) ARE 2 STY 3 BDRM UNITS  
-UNITS 1-4 AND 11-13, (8 UNITS) ARE 1 STY  
-2 MINIM-2 STY AREA  
-2 MINIM-2 STY UNITS @ 4,300 SF/UNIT=9,600 SF  
-2 MINIM-2 STY UNITS @ 3,000 SF/UNIT=12,000 SF  
MINIMUM LOT AREA = 126,655 SF  
73 TOTAL LOT AREA= 141,655 SF  
LEIGH STREET= 15,114 SF  
2322 RICE STREET= 14,480 SF  
TOTAL LOT AREA EXCLUDING STREETS & RICE PLOTS= 133,641

MAXIMUM BUILDING COVERAGE = 25% OF LOT  
BUILDING COVERAGE = 41,875 SF  
41,875 SF / 25.00% = 167,500 SF

THERE ARE NO RESIDENTIAL ZONED AREAS  
ADJACENT TO THIS PROPERTY. PROPERTY TO  
THE EAST IS ILLINOIS LAND, THEREFORE A 10'  
MORE TYPE 2 BUFFER IS REQUIRED.

MINIMUM PERVIOUS SURFACES = 50% OF LOT

TOTAL PROPERTY HAS 7,345 SF OF  
PERVIOUS SURFACES AND 8,000 SF OF  
GRASSED, LANDSCAPED OR RICE FIELDS  
ADJACENT TO THE TOTAL OF 62,616 SF OF  
PERVIOUS SURFACE AREA

7,345 SF / 164,895 SF = 38.4% PERVIOUS  
AREA

PERVIOUS PARKING SURFACE REQUIRED = 25%  
TOTAL OF PERVIOUS SURFACES 20,857 SF  
PERVIOUS PARKING SURFACE REQUIRED = 7,345 SF

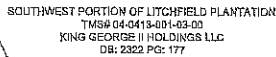
20,857 SF - 7,345 SF = 13,512 SF  
PERVIOUS PARKING

INTERIOR LANDSCAPING REQUIRED UNDER  
48,899 SF = 54

13,512 SF - 54 = 13,458 SF

INTERIOR LANDSCAPING PROVIDED = 6,574 SF

PHASE LINE MAY BE REVISED AS PROJECT IS  
DEVELOPED.



# Marina Village, Phase . Property Location MAJ12-16-17277

## Legend

### Streets

<all other values>

### MaintainedBy

County

Private

State

Marina Village, Phase 2-4

Lot Lines

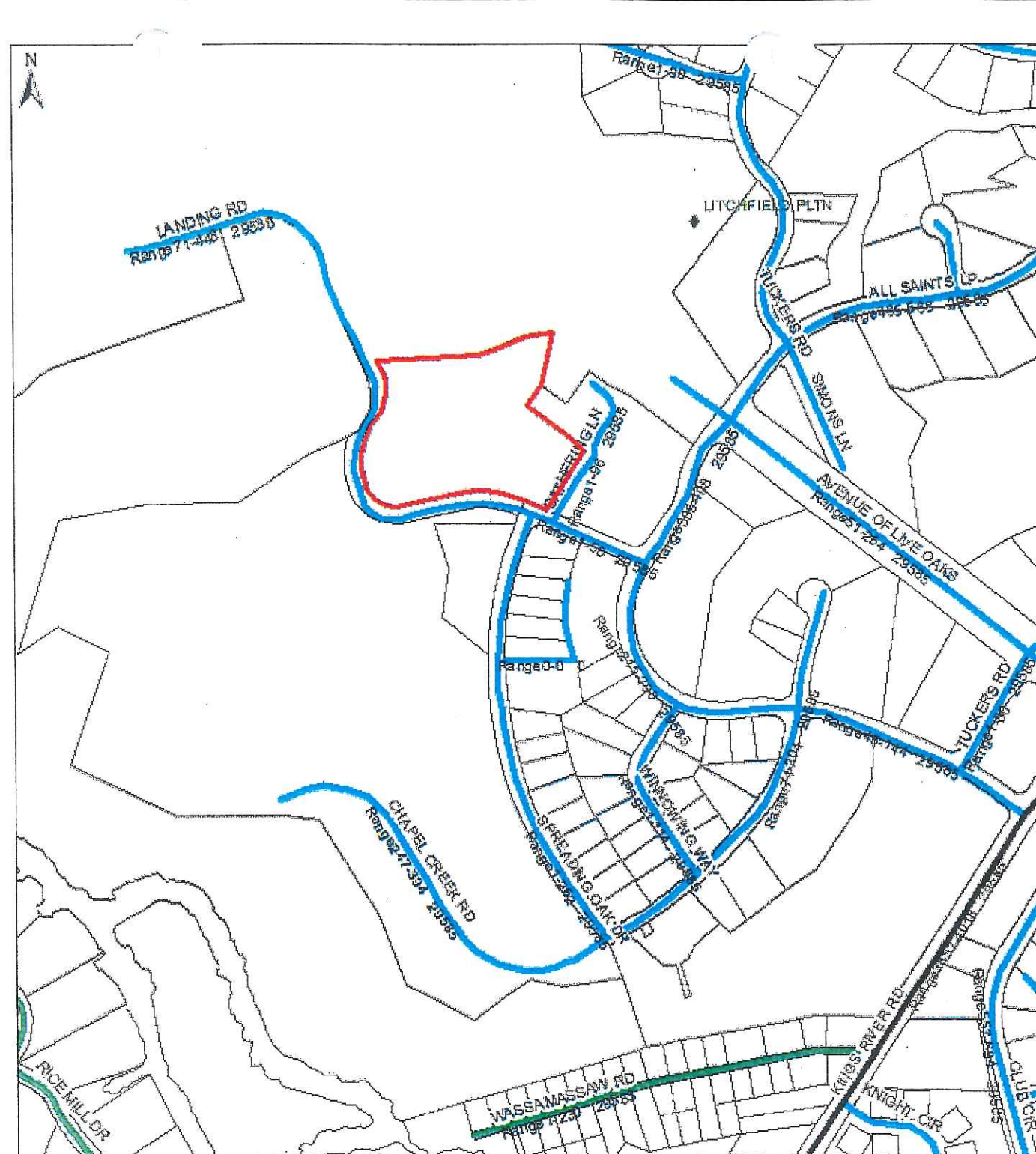
Railroads

Landmarks

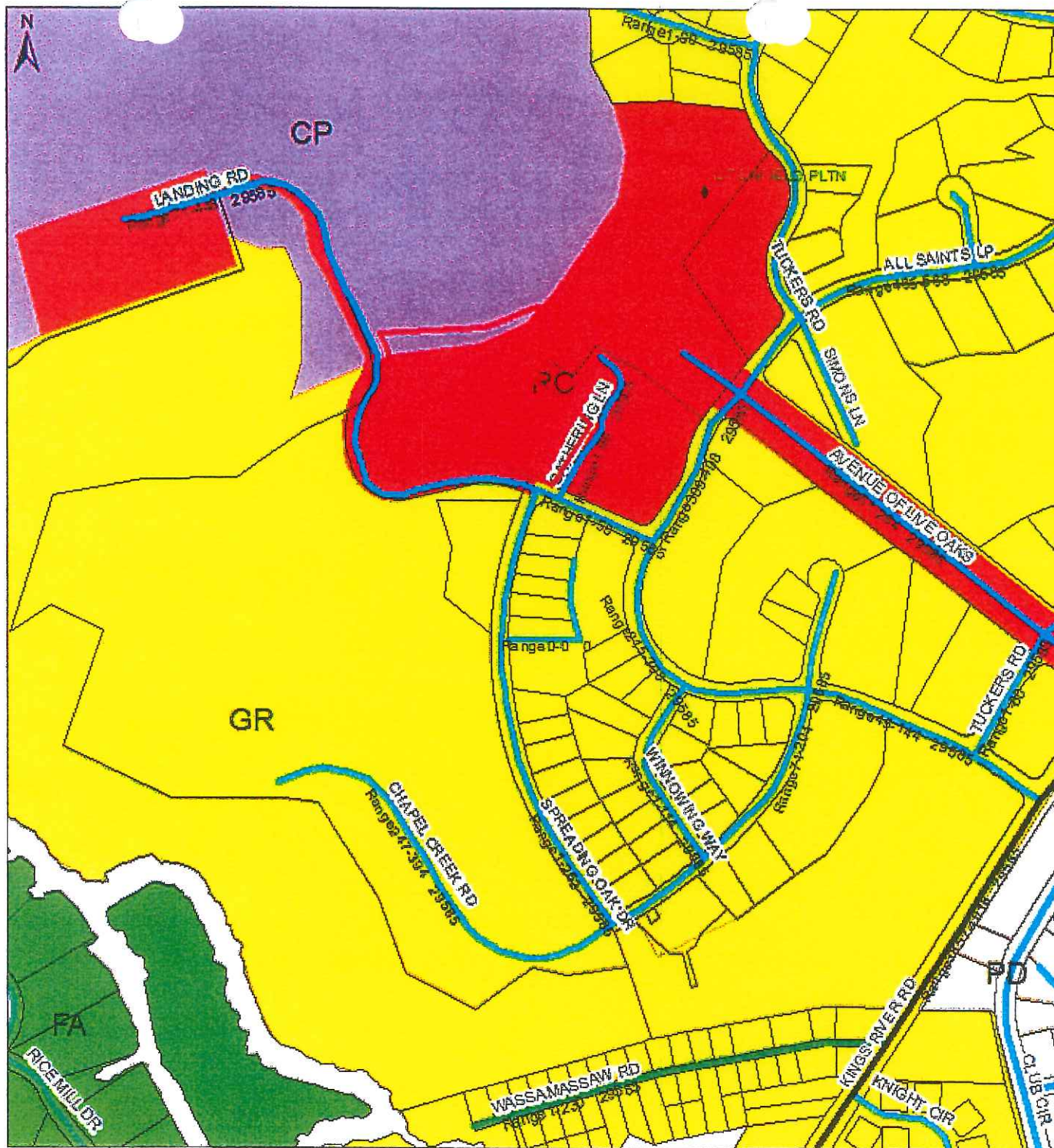
Municipalities

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, Georgtown County disclaims all responsibility and liability for the use of this map.







# Marina Village, Phase Property Zoning MAJ12-16-17277

## Legend

### Streets

all other streets

### Maintained By

County

Private

State

Marina Village, Phase 3.4

Lot lines

Alleys

Landmarks

### Zoning

### DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/R

GC

GR

GR/R

HS

LE

MS/P

MS/LD

NC

CC

PR

PD

RS

RU/2AC

RAQ

RA/2AC

RA/2AC

RA/2AC

RA/2AC

RA/2AC

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RA/2AC

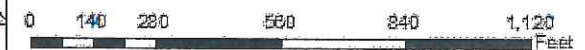
RA/2AC

RA/2AC

RA/2AC

RA/2AC

RA/2AC



**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.

**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](mailto:NFATA@FATALAW.COM)

VIA EMAIL

February 7, 2018

Holly Richardson  
Chief Planner  
Georgetown County  
P.O. Drawer 421270  
Georgetown, SC 29442  
[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)

Re: Site Plan Review of TRK Abbey's 26 Unit Multi-Family Development in Litchfield Plantation

Dear Holly:

As you may recall, I represent Litchfield Plantation Association, Inc. The Association previously objected to TRK Abbey, LLC and Abbey, LLC's proposal. However, the Association and TRK Abbey and Abbey, LLC have since reached a signed agreement that provides, in part, that the Association will withdraw its objection to the proposal, which is attached hereto, so long as the proposal obtains final approval from Georgetown County by March 31, 2018.

If you have any questions, please feel free to call me.

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



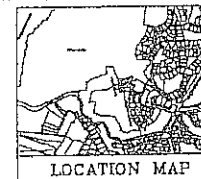
Nate Fata  
NF/sh  
Attachment

cc: Chase McGill, Esq.

TMS# 04-0413-001-00-00  
LITCHFIELD PLANTATION COMPANY  
DB: 85 PG: 248

TMS# 04-0413-001-00-00  
LITCHFIELD PLANTATION COMPANY  
DB: 85 PG: 248

TMS# 04-0413-001-01-00  
MISSION PAWLEYS INC  
DB: 2441 PG: 289



LINE	LENGTH	BEARING
11	22.82	S89°12'00"W
12	32.46	S11°31'27"E
13	21.84	N77°36'20"E
14	19.63	N62°02'22"E
15	23.81	N68°02'22"E
16	19.08	N62°02'22"E

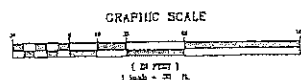
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	179.83	394.87	184.32	S84°42'33"W
C2	20.58	21.47	20.58	N44°17'49"E
C3	3.71	23.42	3.87	S85°07'48"E
C4	115.08	83.47	103.11	S86°22'01"E
C5	4.81	61.49	8.79	S14°12'30"E
C6	138.82	205.11	121.84	S22°49'19"W
C7	42.88	184.91	42.19	S24°47'05"E
C8	80.24	104.91	87.20	S11°27'04"W
C9	120.85	155.19	121.29	N62°12'12"E
C10	21.42	164.78	20.91	S22°18'29"W
C11	144.81	83.47	154.93	N27°15'52"E
C12	18.08	23.05	17.70	S21°42'54"E

OUT PARCEL  
81,110 SF  
1.40 AC

PHASE I  
81,023 SF  
1.40 AC

LANDING ROAD  
(50' PRIVATE RW)

SOUTHWEST PORTION OF LITCHFIELD PLANTATION  
TMS# 04-0413-001-03-00  
KING GEORGE HOLDINGS LLC  
DB: 2322 PG: 177



#### SITE PLAN NOTES

THIS PROPERTY IS A PORTION OF TMS# 04-0413-001-02-00  
THE ENTIRE PARCEL IS 184,658 SF (4.23 ACRES).  
PHASES 1 AND 2 COMBINED ARE 137,830 SF (3.17 ACRES).  
THE FOLLOWING NOTES REFER TO THE PHASE 1 AND 2 ONLY.

THIS PROPERTY IS ZONED RD-RESIDENT COMMERCIAL.  
NO NEIGHBORHOOD IS REQUIRED FOR THE PROPOSED USE.

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X OF",  
"X OF" AND "X OF" AS SHOWN ON FEMA MAP  
NO. 4400001818 DATED AUGUST 5, 1995.

PARKING REQUIRED = 3 SPACES PER UNIT  
300 = 12 SPACES REQUIRED

EACH UNIT HAS A ONE CAR GARAGE. THERE IS ALSO  
ROOM FOR AN ADDITIONAL CAR IN THE DRIVEWAY.  
20 UNITS X 2 CARS = 40 SPACES

UNIT DIMENSIONS IS AS FOLLOWS:  
- UNITS 1-4 AND 11-16 ARE 2 BDRM UNITS  
- UNITS 5-10 ARE 2 BDRM UNITS

APPROXIMATE LOT AREA  
20 - 2 BDRM UNITS @ 2,000 SPACES = 72,000 SF  
10 - 3 BDRM UNITS @ 2,000 SPACES = 35,000 SF  
TOTAL AREA REQUIRED = 107,000 SF

TOTAL LOT AREA = 137,830 SF  
LESS STREETS = 14,000 SF  
LOT AREA EXCLUDING STREETS = 123,830 SF  
MAXIMUM BUILDING COVERAGE = 15% OF LOT  
BUILDING COVERAGE = 18,574 SF  
31,256 SF / 137,830 SF = 22.7%

TERRACE AND NO RESIDENTIAL ZONE AREAS  
ADJACENT TO THIS PROPERTY.

MINIMUM PERVIOUS SURFACES = 30% OF LOT

TOTAL PHASE 1 & 2 AREA HAS 5,400 SF OF  
PERVIOUS SURFACES ON LOT. THERE ARE  
NATURAL AND 71,730 SF OF GRASS, LANDSCAPED  
AREAS AND TREE FIELDS FOR A  
TOTAL OF 141,440 SF OF PERVIOUS AREA

50,143 SF / 137,830 SF = 36.4% PERVIOUS  
AREA

PERVIOUS PARKING SURFACE REQUIRED = 35%  
TOTAL PARKING SURFACE = 28,000 SF  
PERVIOUS = 8,400 SF  
6,400 SF / 28,000 SF = 22.9% PERVIOUS  
PARKING

INTEREST LANDSCAPING REQUIRED (UNDER  
4.000 SF X 15%  
23,250 SF X 6.0% = 1,395 SF  
INTEREST LANDSCAPING PROVIDED = 5,945 SF

PHASE LINES MAY BE REVISED AS PROJECT IS  
DEVELOPED.

ASI ENGINEERS, INC.

CIVIL ENGINEERING & LAND PLANNING

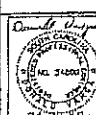
1001 PROFESSIONAL BUILDING SUITE 101  
LITTLE ROCK, AR 72201  
TEL: 501-225-1100  
FAX: 501-225-1101

SITE PLAN

MAHINA VILLAGE AT LITCHFIELD PLANTATION  
PHASE 2  
LANDING ROAD

GEORGETOWN COUNTY, SOUTH CAROLINA

SCALE: 1"=40'  
DESIGNED BY: JLM  
DRAWN BY: JLM  
CHECKED BY: JLM  
DATE: 04-09-18  
REVISION:



SHEET NUMBER  
04-09-18

1 OF 6



Item Number: 16.a  
Meeting Date: 2/27/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-19 - An amendment to the Georgetown County Zoning Map to rezone approximately 948 acres located along the Pennyroyal Road and Sampit River, further identified as tax parcel 01-0437-002-00-00, from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI) and Conservation Preservation (CP).

**CURRENT STATUS:**

Georgetown County has or is acquiring approximately 948 acres of vacant land near Pennyroyal Road to market and utilize for economic development, including possible heavy industrial applications.

**POINTS TO CONSIDER:**

1. The subject parcel is currently zoned FA and CP. CP consists of marshland along the Sampit River and perhaps a small area near Pennyroyal Road. The County proposes to leave CP as it exists today.
2. The current Future Land Use Map show this property as industrial so the rezoning application is consistent with the County's Comprehensive Plan.
3. The site is located approximately 2.5 miles south of US Highway 17, measured from the traffic signal at the intersection of US Highway 17 and Pennyroyal Road. It is adjacent to 3V Chemical and approximately 4,200 feet from the Santee Cooper Generating Station. Mauresina Road runs thru the center of the property. There is some R1/2Ac zoning and three FA zoned dwellings at the end of Mauresina Road. Mauresina Road is a County road.
4. According to a flyer published by the Georgetown County Economic Department, the site has access to rail, water, sewer, natural gas, power, fiber and barge traffic. These are ideal components for economic development. The site includes approximately 4,670 feet of frontage along the Sampit River.
5. The County's Long Range Transportation Plan includes the upgrading of Pennyroyal Road as the need arises. No particular project or use has been identified so traffic counts are not useful for the rezoning process.
6. Any future industrial use which may cause significant noise, dust, vibrations, etc., would have to be located at least 500 feet from any abutting property line.
7. Staff recommended approval of the request.
8. The Planning Commission held a public hearing on this issue at their July 20th meeting. Nine people spoke against the proposed rezoning citing issues such as the history of the site, increased traffic, decreased property values, negative impacts on the environment, water quality, noise and the effect on endangered species. A county representative pointed to the need for jobs that provide a living wage in our area, future evaluations for the site dealing with environmental issues, and the uniqueness of the property due to the adjacent rail, natural gas, water/sewer and barge/river access. After some discussion, the Commission voted 7 to 0 to recommend denial for the proposed rezoning.

**FINANCIAL IMPACT:**

Not applicable due to current information.

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**



Defer action pending further report from the Land Use Committee.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▢ Ordinance No. 2017-19 Penny Royal Road Rezoning	Ordinance
▢ Pennyroyal rd rezoning correspondence (July PC meeting)	Backup Material
▢ Application and attachments (pennyroyal road rezoning)	Backup Material
▢ Pennyroyal rd rezoning correspondance (Aug PC meeting)	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: 2017-19

**AN ORDINANCE TO REZONE APPROXIMATELY 948 ACRES LOCATED ALONG PENNYROYAL ROAD AND THE SAMPIT RIVER, FURTHER IDENTIFIED AS TAX PARCEL 01-0437-002-00-00, FROM FOREST AND AGRICULTURE (FA) AND CONSERVATION PRESERVATION (CP) TO HEAVY INDUSTRIAL (HI) AND CONSERVATION PRESERVATION (CP)**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT APPROXIMATELY 948 ACRES OF LAND, FURTHER IDENTIFIED AS TAX PARCEL 01-0437-002-00-00, LOCATED ALONG PENNYROYAL ROAD AND THE SAMPIT RIVER, BE REZONED FROM FOREST AND AGRICULTURE (FA) AND CONSERVATION PRESERVATION (CP) TO HEAVY INDUSTRIAL (HI) AND CONSERVATION PRESERVATION (CP).**

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_(SEAL)  
Johnny Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2017-19 has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_



## Tiffany Coleman

---

**From:** Patricia and Joseph Frick <pjfrick@msn.com>  
**Sent:** Tuesday, July 18, 2017 2:03 PM  
**To:** Tiffany Coleman  
**Subject:** REV 6-17-18587

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

BELOW ARE MY COMMENTS CONCERNING THE PROPOSAL TO REZONE 948 ACRES OF FOREST AND AGRICULTURE AND CONSERVATION PRESERVATION TO HEAVY INDUSTRY.

TMS# 01-0437-002-00-00, CASE NUMBER REZ 6-17-18587.

MY HUSBAND AND MYSELF ARE HOMEOWNERS WHOSE PROPERTY ABUTS THIS LAND IN QUESTION.

LET ME BEGIN BY STATING THAT THIS IS A TRAVESTY OF JUSTICE FOR OUR COMMUNITY.

FIRSTLY, GEORGETOWN COUNTY IS ACTING AS AN AGENCY FOR RED MOUNTAIN TIMBER, LLC, A PRIVATE ENTITY, AGAINST THE WISHES OF THE RESIDENTIAL COMMUNITY. YOU ARE SWORN TO UPHOLD OUR INTEREST AND WE ARE THE FOLKS WHO PAY FOR THE GOVERNMENT OF GEORGETOWN COUNTY.

SECONDLY, YOU ARE ATTEMPTING TO REZONE 948 ACRES OF FOREST AND AGRICULTURE (FA) AND CONSERVATION PRESERVATION LAND ON THE SAMPIT RIVER TO HEAVY INDUSTRIAL!!! THAT IS FROM ONE OF THE MOST CONSERVATIONARY CATEGORIES TO THE MOST DANGEROUS AND HIGHLY POLLUTING.

THIS ACTION, IF IT ALLOWED TO PROCEED WILL DESTROY THE RESIDENTIAL COMMUNITY WHICH INCLUDES HOMES, CHURCHES, SCHOOLS, BURIAL GROUNDS, ETC. FURTHERMORE, IT WILL DEVASTATE THE SAMPIT RIVER, WHICH IS PART OF THE WATERSHED FOR THE WACCAMAW RIVER (THE ICW). THE SHRIMP INDUSTRY, BOATING AND TOURISM WILL BE NEGATIVELY IMPACTED. WILDLIFE, AIR QUALITY, SOIL, SOUND, TRAFFIC, ETC. CANNOT WITHSTAND HEAVY INDUSTRY.

THIRDLY, IT IS MY UNDERSTANDING THAT ALL RESPONSIBLE COMMUNITIES THROUGHOUT THE UNITED STATES WILL ONLY SEEK TO REZONE AREAS TO HEAVY INDUSTRIAL IF THEY ARE INLAND, AWAY FROM WATERWAYS AND CERTAINLY AWAY FROM RESIDENTIAL COMMUNITIES. THAT SEEMS TO NOT BE THE POLICY OF GEORGETOWN COUNTY.

FURTHERMORE, THIS ACTION IS BEING FORCED DOWN THE THROAT OF THE COMMUNITY WITH AS LITTLE PUBLICITY AS POSSIBLE!!! THE NOTICE OF THE JULY 20TH MEETING WAS THE FIRST ANY OF US HAD HEARD OF THIS AND WE JUST RECEIVED THAT LESS THAN 3 WEEKS AGO. WHY THE SECRECY?

WE NEED TO KNOW THAT OUR ELECTED OFFICIALS WILL NOT USE THE POWER THAT WE HAVE INVESTED IN THEM TO DESTROY OUR COMMUNITY IN ORDER TO FAVOR THE FINANCIAL INTERESTS OF PRIVATE COMPANIES! PLANNING COMMISSION INTENDS TO VOTE TO MOVE THE REZONING ISSUE FORWARD.

WE WANT THIS REZONING TO BE VOTED DOWN ON JULY 20, 2017.

PATRICIA VENDITTO FRICK

## Tiffany Coleman

---

**From:** Deborah Mangan <dmangan@zai-inc.com>  
**Sent:** Wednesday, July 19, 2017 6:21 AM  
**To:** Tiffany Coleman  
**Subject:** Rezoning along the Sampit

We are hoping you will not allow rezoning along the Sampit River. Georgetown is a beautiful, special area. Please keep it natural and pristine.

Thank you,  
Jack and Deborah Mangan  
Residents of Georgetown

Sent from my iPhone



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

## **PROPOSED ZONING AMENDMENT**

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

**THE APPLICANT IS REQUESTING:** (Indicate one)

( X ) A change in the Zoning Map.

( ) A change in the Zoning Text.

**The following information must be provided for either request:**

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 01-0437-002-00-00

Street Address: 3200 - 3800 Block of Pennyroyal Rd.

City / State / Zip Code: Georgetown, SC 29440

Lot Dimensions/ Lot Area: 948 Acres

Plat Book / Page: 22 - 154

Current Zoning Classification: FA and CP

Proposed Zoning Classification: HI – Heavy Industry

**Property Owner of Record:**

Name: Red Mountain Timber Co LLC  
C/O Resource Management Services Inc

Address: 9418 Highmarket St

City/ State/ Zip Code: Georgetown, SC 29440

Telephone/Fax Numbers: 205-980-7318

E-mail: CLBLAIR@RESOURCEMGT.COM

Signature of Owner / Date:  6/5/17

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

**Agent of Owner:**

Name: Georgetown County

Address: 716 Prince St.

City / State / Zip Code: Georgetown, SC 29440

Telephone/Fax: 843-545-3006

E-mail: btucker@gtcounty.org

Signature of Agent/ Date:  6/5/17

Signature of Property Owner:  6/5/17

**Contact Information:**

Name: Brian Tucker, Georgetown County

Address: 716 Prince St, Georgetown, SC 29440

Phone / E-mail: 843-545-3006



**Please provide the following information.**

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
2. Please explain the rezoning request for this property.

Georgetown County Economic Development is promoting the site as a potential industrial location to increase jobs and enhance the tax base. The site has road, rail, river and gas available which are attractive industries.

**Please provide the following information for a Zoning Text Amendment.**

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

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_

2. Indicate the reasons for the proposed changes:

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_

**Fee required for all applications at the time of submittal:**

Rezoning Applications	\$250.00
Text Amendments	\$250.00

**Adjacent Property Owners Information required:**

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

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

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

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

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

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

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

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

# SAMPIT RIVER CORRIDOR SITE

## Georgetown County, South Carolina



### SITE OVERVIEW

- ✦ **948 Acre Site**  
Minimal wetlands
- ✦ **Barge Accessible**
- ✦ **Rail**
- ✦ **Natural Gas**
- ✦ **Georgetown Port**  
Less than 5 miles by barge
- ✦ **60 Miles North of the Port of Charleston**

### INFRASTRUCTURE

All figures are approximate

**BARGE ACCESS:** 20' Depth

**RAIL ACCESS:** Possible

**NATURAL GAS:** Heavy Gas Available  
Provided by SCE&G

**WATER:** 1.615 MGD  
Provided by Georgetown County Water and Sewer District

**SEWER:** 2.5 MGD  
Provided by Georgetown County Water and Sewer District

**POWER:** Generating Station one mile from site  
Provided by Santee Elective Cooperative

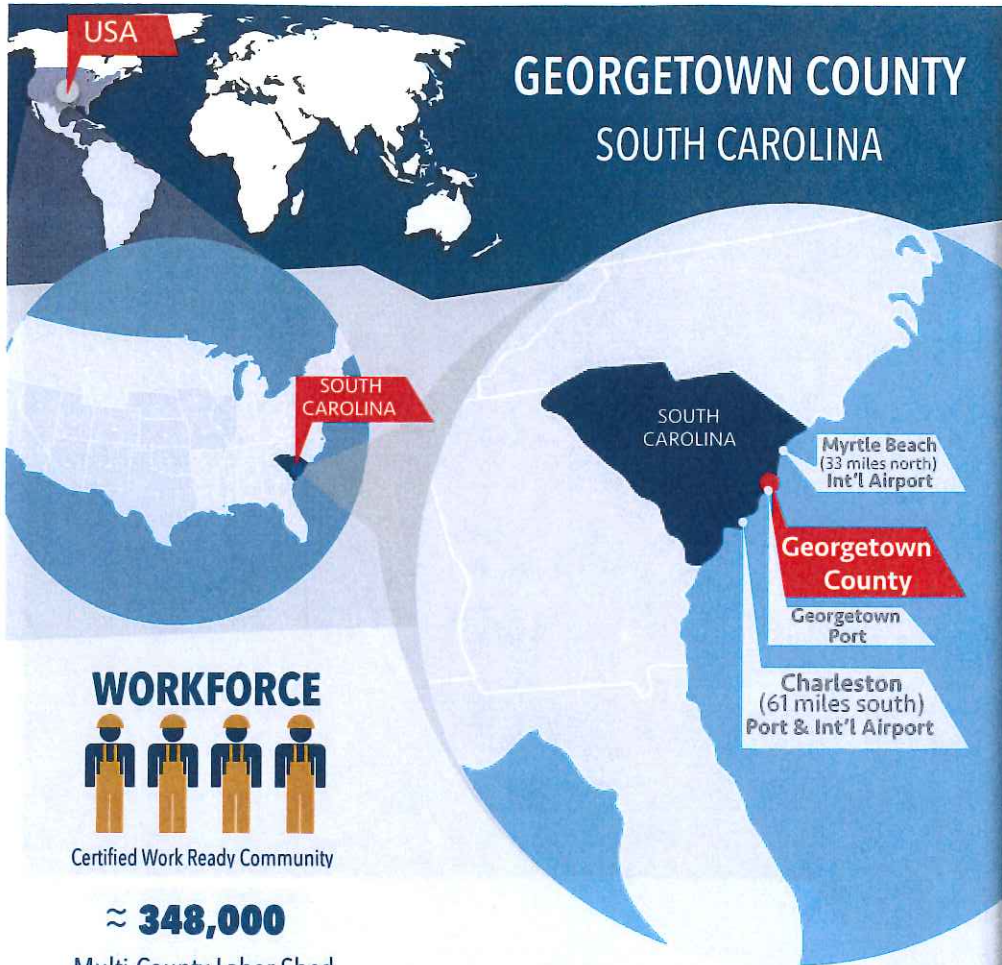
**FIBER/TELECOMM:** Dual Providers

**An Ocean of Opportunity**  
See [GEORGETOWN.com](http://GEORGETOWN.com)

**Georgetown County Economic Development**  
Brian Tucker - Director  
[btucker@gtcounty.org](mailto:btucker@gtcounty.org) 843.655.2312



# GEORGETOWN COUNTY SOUTH CAROLINA



## WORKFORCE



Certified Work Ready Community

≈ **348,000**

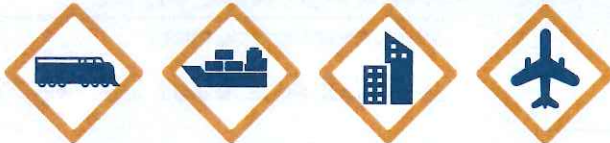
Multi-County Labor Shed

## EDUCATION



Horry-Georgetown Technical College  
Georgetown County School District

## INFRASTRUCTURE



## COMPARE



Median Home Value  
\$158,00 vs USA \$176,700

Cost of Living Index

94.8 vs USA 100



Average Annual Salary  
\$37,482 vs USA \$52,791

**THE ONLY COUNTY IN SC WITH AVAILABLE  
RAIL, GAS, BARGE, & PORT ACCESS**

**CERTIFIED INDUSTRIAL SITES &  
FOUR INDUSTRIAL PARKS**

Two General Aviation Airports in Georgetown County

Data Sources: JARVIS and EDC

South Carolina named a top state for doing business by Area Development Magazine & Chief Executive Magazine

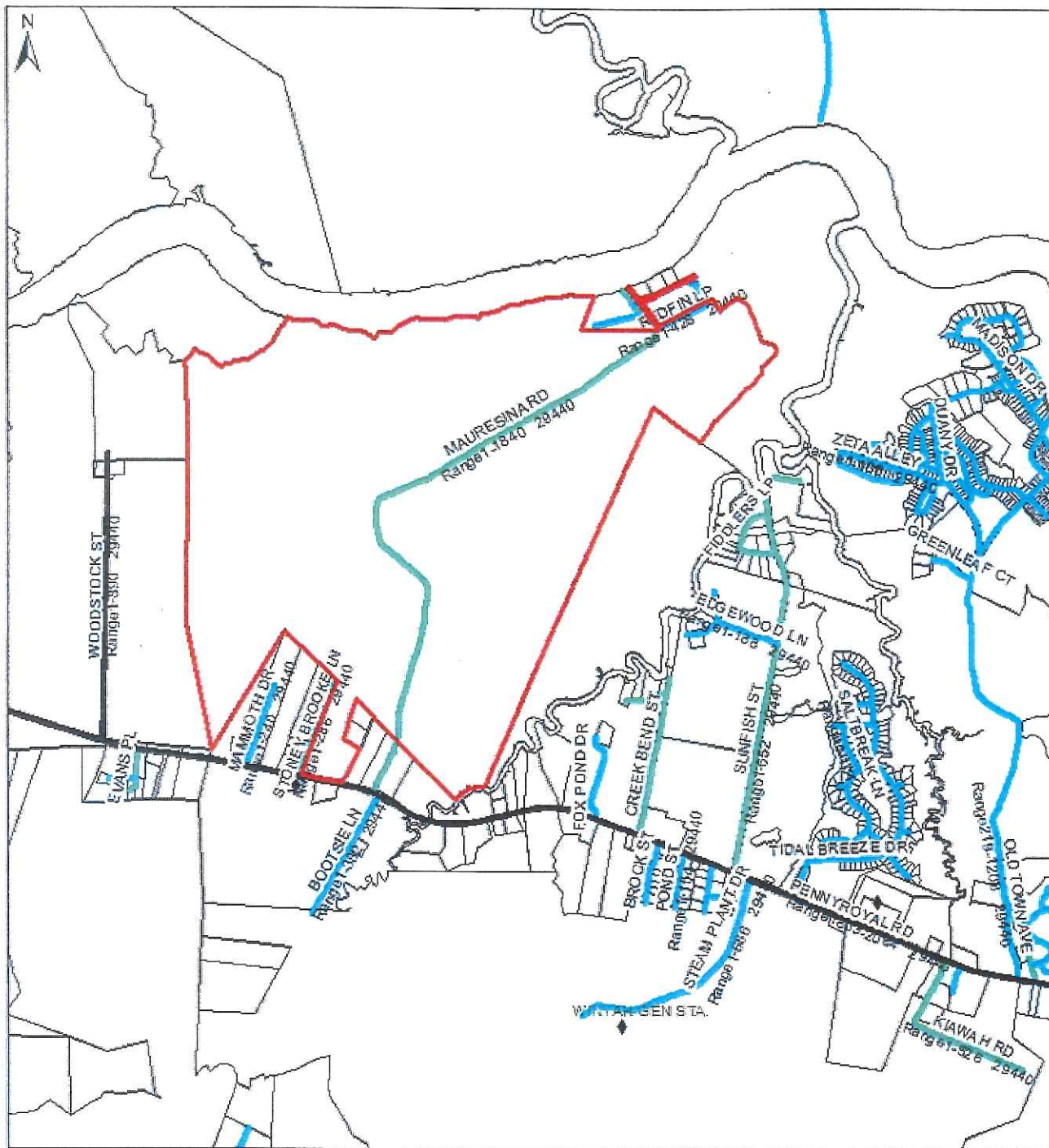
**An Ocean of Opportunity**  
See**GEORGETOWN.com**

**Georgetown County Economic Development**

Brian Tucker - Director

btucker@gtcounty.org 843.655.2312





Red Mountain Timber Co., LLC  
FA and CP to HI  
Property Location  
REZ 6-17-18587

## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

Red Mountain Timber Co, LLC

Lot Lines

Landmarks

Municipalities

0 700 1,400 2,800 4,200 5,600 Feet

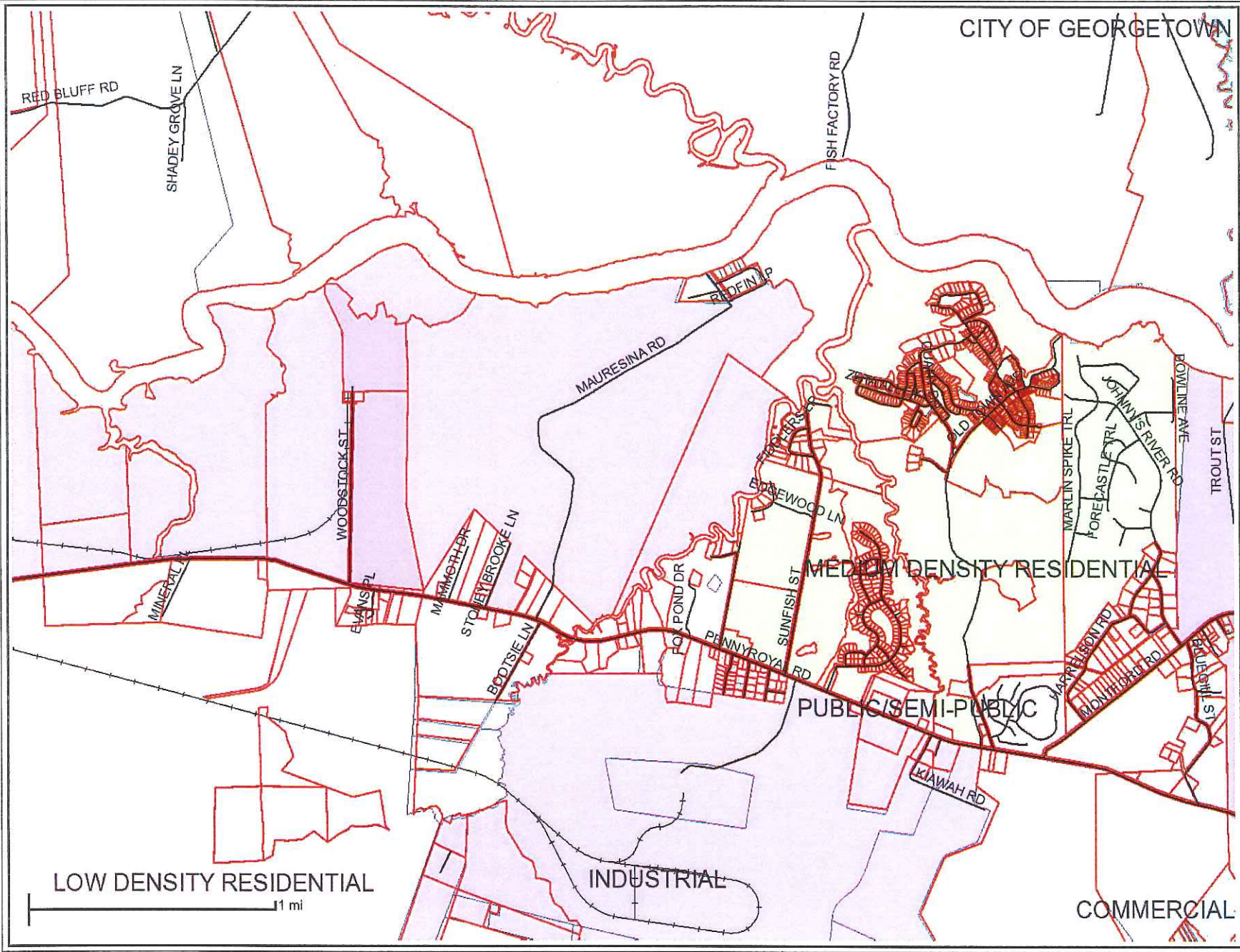
**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



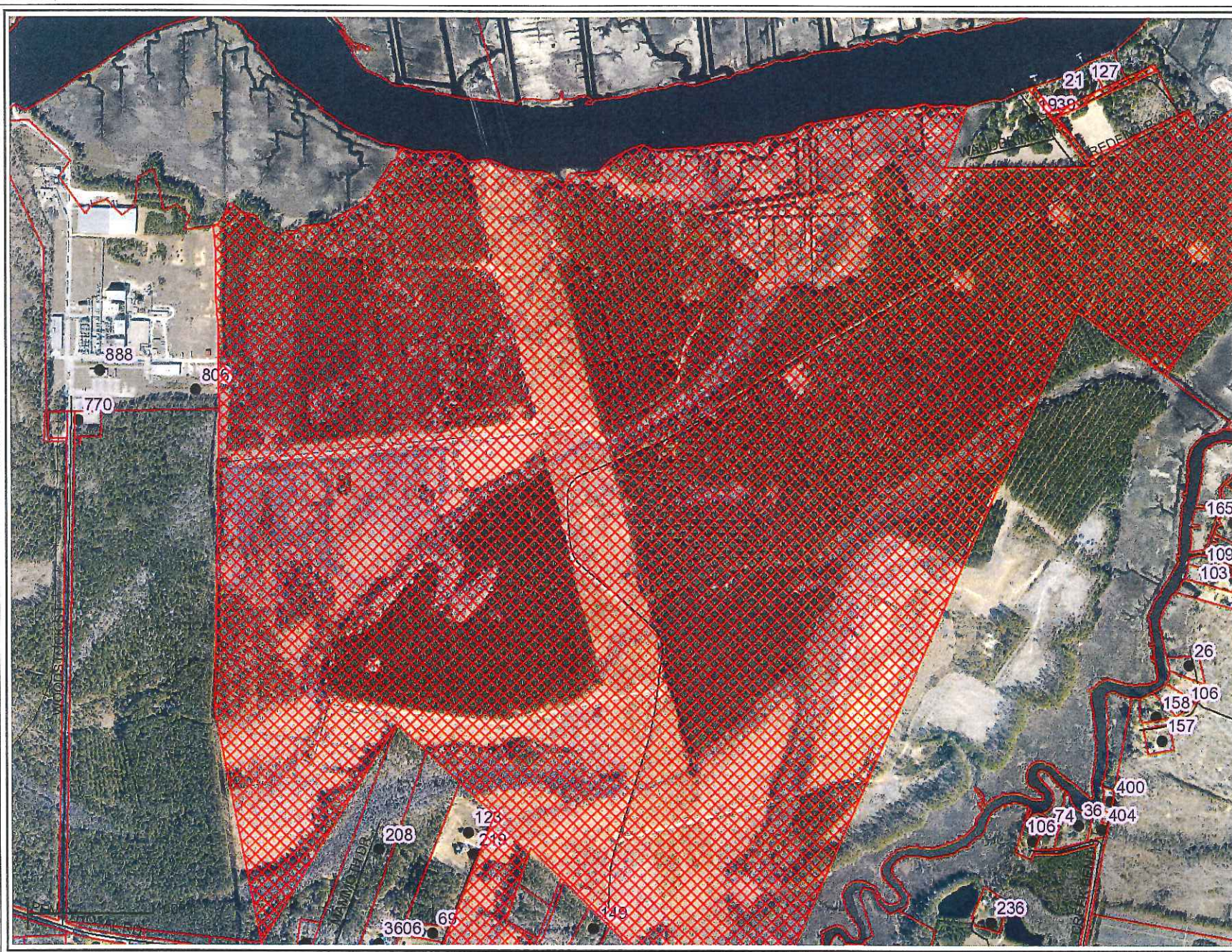
DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



CITY OF GEORGETOWN











### **NOTICE OF PUBLIC HEARING**

The Planning Commission will consider a request from Georgetown County as agent for Red Mountain Timber, LLC, to rezone approximately 948 acres located north of Pennyroyal Road, near Mauresina Road, and along the Sampit River from Forest and Agriculture (FA) and Conservative Preservation (CP) to Heavy Industry (HI). TMS# 01-0437-002-00-00. Case Number REZ-6-17-18587.

The Planning Commission will be reviewing this request on **Thursday, July 20, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

*Georgetown County Planning Commission*

*PO Drawer 421270*

*Georgetown, South Carolina 29442*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

*E-mail: [tcoleman@gtcounty.org](mailto:tcoleman@gtcounty.org)*

## Tiffany Coleman

---

**From:** jjacobs236@aol.com  
**Sent:** Tuesday, August 15, 2017 11:34 AM  
**To:** Tiffany Coleman  
**Subject:** Case #REZ-6-17-18587 TMS# 010437-002-00-00

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Georgetown County Planning Commission  
P.O. Drawer 421270  
Georgetown South Carolina 29442

My name is Roy Jacobs. I own property and live on the Sampit River. I am unable to attend the meeting on August 17 2017 and wish to have my views heard. I vehemently object to rezoning any property on the Sampit River To Heavy Industry (HI). Years ago the River was contaminated by Industry and it took years to restore clean water for fish and wildlife. I do not wish to see this happen again. I purchased this property to enjoy clean water and fish and wildlife and will do everything I can to keep it that way. Thank you for your consideration.  
Roy Jacobs

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Tuesday, August 15, 2017 1:08 PM  
**To:** Tiffany Coleman  
**Cc:** Brian Tucker  
**Subject:** FW: Save the Sampit

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**From:** Elizabeth Krauss [mailto:[ekrauss@gcbdsn.com](mailto:ekrauss@gcbdsn.com)]  
**Sent:** Tuesday, August 15, 2017 12:57 PM  
**To:** Holly Richardson <[hrrichardson@gtcounty.org](mailto:hrrichardson@gtcounty.org)>  
**Subject:** FW: Save the Sampit

*Elizabeth Krauss*

Growth Enterprises, Georgetown DSN  
843-904-6303

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**From:** Melba Taylor [mailto:[melba@grimesandassoc.com](mailto:melba@grimesandassoc.com)]  
**Sent:** Tuesday, August 15, 2017 11:26 AM  
**To:** [ekrauss@gcbdsn.com](mailto:ekrauss@gcbdsn.com)  
**Subject:** Save the Sampit

I oppose rezoning to heavy industry. Melba Taylor

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Tuesday, August 15, 2017 4:37 PM  
**To:** Tiffany Coleman  
**Subject:** FW: SUBJECT: SAVE THE SAMPIT

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**From:** Liz [mailto:ekrauss@gcbdsn.com]  
**Sent:** Tuesday, August 15, 2017 4:08 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Fwd: SUBJECT: SAVE THE SAMPIT

Begin forwarded message:

**From:** Jim and Peggy Jamieson <jamie36ic@yahoo.com>  
**Date:** August 15, 2017 at 2:46:39 PM EDT  
**To:** ekrauss@gcbdsn.com  
**Subject:** SUBJECT: SAVE THE SAMPIT

As residents and registered voters of Georgetown County and Harmony Township, my wife and I are strongly opposed to the proposed rezoning of 948 acres on Pennyroyal Road from Farming/Agriculture & Conservation/Preservation to Heavy Industrial.

We are opposed for the following reasons:

- 1) Numerous waterways, especially the Sampit River, will quite possibly be negatively affected by such a move and subjected to exposure to pollutants and contaminants.
- 2) There will be a significant impact to the quality of life for hundreds of us who live along the Pennyroyal corridor. We will be exposed to air, noise and possibly water pollution. Traffic is already a problem on Pennyroyal due to the heavy truck traffic which we face on a daily basis.
- 3) There appear to be numerous other potential sites for heavy industrial plants which would not impact as many people and not have the potential for catastrophic environmental consequences.
- 4) The 948 acre site is home for several endangered species, including bald eagles, swallowtailed kites and pileated woodpeckers. There also is a private cemetery on the property.
- 5) We question the use of taxpayer to purchase this property.
- 6) We believe Georgetown County officials have not done a proper due diligence study on the proposed property. There have been no environmental, traffic, navigation, water quality studies as of this date.
- 7) There have been problems with pollution spills in the past at 3V and International Paper. The Sampit River is a small river and does not have sufficient water flow to dilute any potential pollution.

It is our hope that you will vote against this rezoning request. We plan to attend the next Planning Commission meeting and all future County Council meetings dealing with this issue.

Sincerely,

Jim & Peggy Jamieson

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Wednesday, August 16, 2017 1:22 PM  
**To:** Tiffany Coleman  
**Subject:** FW:

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**From:** Elizabeth Krauss [mailto:[ekrauss@gcbdsn.com](mailto:ekrauss@gcbdsn.com)]  
**Sent:** Wednesday, August 16, 2017 1:14 PM  
**To:** Holly Richardson <[hrrichardson@gtcounty.org](mailto:hrrichardson@gtcounty.org)>  
**Subject:** FW:

*Elizabeth Krauss*

Growth Enterprises, Georgetown DSN  
843-904-6303

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**From:** Chris Harrelson [mailto:[chris.harrelson18@gmail.com](mailto:chris.harrelson18@gmail.com)]  
**Sent:** Wednesday, August 16, 2017 1:02 PM  
**To:** [ekrauss@gcbdsn.com](mailto:ekrauss@gcbdsn.com)  
**Subject:**

I am opposed to the proposed industrial park along the sampit River and pennyroyal Creek. Thanks Chris Harrelson

## Tiffany Coleman

---

**From:** April O'Leary <admin@winyahivers.org>  
**Sent:** Wednesday, August 16, 2017 4:45 PM  
**To:** Tiffany Coleman  
**Subject:** Sampit Proposal  
**Attachments:** Sampit Rezone Proposal- GT.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Tiffany Coleman,

I hope this email finds you well.

I wanted to take this opportunity to submit comments on the current proposal to rezone property on the Sampit River.

Thank you in advance.

--

April O'Leary

Program Officer

Waccamaw RIVERKEEPER®

A Program of Winyah Rivers Foundation

Center for Marine and Wetland Studies

290 Allied Drive

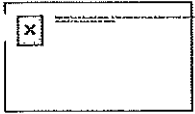
Conway, SC 29528-6054

(843) 349-4007

admin@winyahivers.org

www.winyahivers.org

A proud member of WATERKEEPER® ALLIANCE.





## Tiffany Coleman

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**From:** Sandra Ladson <seladson@gmail.com>  
**Sent:** Wednesday, August 16, 2017 7:37 PM  
**To:** ekrauss@gcbdsn.com; zachariusgrate@yahoo.com; lshoulette@sc.rr.com; Johnny@johnnyweaver.com; jfhill@sc.rr.com; roberteman@aol.com; Tiffany Coleman  
**Cc:** Eileen Johnson  
**Subject:** Pennyroyal rezoning  
**Attachments:** Pennyroyal petition.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good evening to all. As the pastor at St. Michael AME Church, a former resident of Pennyroyal Road and a concerned citizen, I have been deeply concerned about the impact on the proposed re-zoning request on Pennyroyal Road. I do not believe the plan has been well vetted or planned and as a person who works with people in a personal way, I think that the stress and concern this plan is bringing to the community is not worth the few hundred jobs it may bring, the safety issues centered around air/water quality and increased traffic. I would love to see opportunities open up for my congregants and community as much as the next person, but there needs to be a comprehensive plan that encompasses not only the physical viability of the project but also a thorough review of all the resources needed for such a project. This is not limited to amenities, but also whether we have the human resources available, the necessary training they will need and the infrastructure to support it. I said it before and I will say it again, without this sort of consideration before investing hundreds of thousands if not millions of dollars into this property, we are simply putting the cart before the horse. I plan to expand more on this on tomorrow evening. Until then, I am submitting to you all signed petitions from people in this area who are asking you all to **not** recommend this property for re-zoning.

Sent from [Mail](#) for Windows 10

We the citizens in and around the Pennyroyal Road area along with concerned citizens of Georgetown County wish to make the following recommendation to the Planning Commission in regards to re-zoning 948 acres of land located north of Pennyroyal Road from Conservative Preservation/Forest & Agriculture to Heavy Industry: Do not recommend the rezoning of this property.

Mrs. Diana Rhue  
Philip H. Rhue  
Philly Rhue Jr  
Veronica Rhue  
Jim Rhue Jr  
Eileen S. Johnson  
Carol V. Goudy  
Jerry Goudy, Jr. *OK*  
Shella Johnson Jr  
Maud Johnson  
Betty Cole  
Suzanne Cole  
P. Mc  
James M. Blake  
Ann Campbell  
Dorothy E. Wood Sr.  
Allen Singleton  
Patricia Cooper  
OLIVER COOPER  
Eunice Mae Marget  
Jane Wood Jr  
Dana Johnson Jr  
Pamela McCall  
Lynne L. Parsons  
DALE A. PARSONS *QAP*  
Richard C. Frazier  
Lynne Frazier  
Mark W. Brown  
Charles R. Webb  
Tommy Thompson  
Geoff M. Webb  
John M. Webb  
Maurice Foy  
Meralene D. Livingston  
Bobbie Collins  
Andrew Collins Jr

Phillip Rhue  
Corbett Rhue  
Kametta Rhue-Bridges  
Verna M. Webb  
Mr. Keith Webb  
John M. Bratcher  
Walter Bratcher  
Vicki Bratcher  
Kametta Rhue  
Jane D. Rhue  
W. Jason Rhue  
Rebecca Rhue  
E. L. Rhue  
Steven Matthews  
James D. Rhue  
Luther Rhue  
Paul Rhue  
Patty Johnson  
John Rhue  
Marilyn Lambell  
Rachel Rhue  
Kellie M. Coleman  
Lynn Cannon  
James L. Rhue  
Lynne Rhue  
L. Rhue  
James Rhue  
D. Rhue  
Rae Rhue

We the citizens in and around the Pennyroyal Road area along with concerned citizens of Georgetown County wish to make the following recommendation to the Planning Commission in regards to re-zoning 948 acres of land located north of Pennyroyal Road from Conservative Preservation/Forest & Agriculture to Heavy Industry: Do not recommend the rezoning of this property.

William O. Bynum Jr.

Theresa Turner

JB Double

William M. Childs Jr.

Robert Anderson

Daisy Evans

John E. Brown

William Thomas

Evin Pate

W. J. Ross

Dale Parsons  
Pennyroyal Road  
Georgetown, SC

To the Zoning Commission

Your job is to look out for the best interest of the taxpayers and citizens of the county. It is an extremely important job. Your decision should be made knowing that your recommendation will have an impact. It will affect Georgetown County for the next 100 plus years. It is not about the here and now.

**Questions you need know the answers for:**

What is the source of money for funding?

Why is Georgetown into land speculation at taxpayer expense?

How many property owners will be affected?

What potential long term affects, pollution to the air, water and noise. Affects to wildlife.  
Potential long term affects on fishing industry?

Georgetown county is presenting the property with misleading information.

**They have Not done any of the following:**

**Environmental Studies**

**Water Quality**

**Air Quality**

**Traffic Studies**

**Noise studies**

**wetland remediation**

**archaeological studies**

**checked on current DHEC violations in the area**

**potential storm water drainage issues**

**Wildlife studies**

**They have not contacted Hobcaw Barony USC a wonderful source for information concerning affects to waterway to provide input.**

**Have not considered the Historical significance of the area**

**Navigation feasibility**

**High voltage power line clearance**

**natural drainage system on the property**

**eminent domain**

**The Sampit is not sustainable for Industrial use. International Paper and Santee Cooper use water sources from the Pee Dee River and Santee River. The Sampit is a is the shortest river in SC and a closed system, which mean it does not have sufficient water flow to dilute any polution.**

**The Impact fees implemented by the county has been a large deterrent to industry wanting to build here.**

**Let us promote what makes Georgetown a wonderful place to live by recruiting businesses similar to Safe Rack and Envirosep and Screen Tight.**

**Do not make the mistake our leaders made years ago with locating the steel mill in the middle of town. Rezoning opens the opportunity for this to happen.**

**I remind you, you do not work for the county, you work for us. Once rezoned any personal assurances made by County officials, mean absolutely nothing. The wording of the ordiance will be there forever and subject to the people in charge.**

**I ask you to reject the rezoning request.**

Item Number: 16.b  
Meeting Date: 2/27/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-23 - To amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. TMS 04-0418-014-00-00. Case Number AMPD 6-17-18572.

On June 27, 2017 the Pawleys Plantation Property Owners Association applied to change the land use designation for two parcels along Green Wing Teal Lane from open space to single family. A change in land use is considered a major change to a Planned Development based on Section 619.3 of the Zoning Ordinance.

**CURRENT STATUS:**

The Pawleys Plantation PD is located east of Ocean Highway approximately 557 feet south of Hagley Drive in Pawleys Island. The PD contains a combination of single family units, patio lots and multi-family units along with a golf course and associated amenities.

**POINTS TO CONSIDER:**

1. The Pawleys Plantation Property Owners Association took ownership of the two parcels labeled as open space 9 and 10 on the attached map in 2010. The parcels were originally part of the golf course property.
2. According to the applicant both parcels were largely shown as wetlands on a 1987 Army Corps of Engineers survey. The POA's environmental consultant has indicated that the wetlands have receded significantly on these two parcels since the 1987 survey and both are now suitable building sites. The Army Corps has not yet confirmed the consultant's assertion.
3. The POA is seeking to sell the parcels in order to relieve the organization from the burden of maintaining both of these areas as well as provide additional income to be used for maintenance elsewhere on the property.
4. Open space #9 contains .25 acres and is approximately 72 feet wide. Open space #10 contains .29 acres is approximately 113 feet wide. Both parcels exceed the average lot size for the street with the exception of the large half-acre parcel located at the end of the cul de sac which was a combination of two original lots. Existing parcels on this street are considered patio lots and are designated as Tract D. Setbacks are 20' for the front, 7' and 3' for the side if a one-story home and 12' and 8' for the side if a two-story home and 20' in the rear.
5. The parcels back up to a large pond. The County's GIS infrared imagery shows significant uplands for both parcels. The attached wetland delineation from the applicant's consultant shows .004 of an acre of wetlands out of a total of .25 acres for Open Space #9 and .1 acre of wetlands out of a total of .29 acres for Open Space #10. Some fill will likely be required for Open Space #10.
6. The reduction in the amount of open space for the PD is minimal based on the large amount of open space provided for the PD as a whole. According to their engineer, the PD contains 62 acres of open space including the golf course. The POA currently owns 22.4 acres of open space.
7. Overall density for the PD will not be exceeded. At least one large tract originally shown as multi-family is being developed as single family and according to the POA, twelve different parcels have been combined also resulting in a density reduction.
8. The new owners for the parcels would be required to submit a tree removal plan to the Zoning Administrator prior to receiving a building permit.
9. According to the applicant, the POA met on August 28<sup>th</sup> and received the necessary approval from 80% of the members to remove these properties from the "common property" designation so that they can be sold by the POA.
10. The applicant met with several of those residents with drainage concerns. The existing swales on these parcels are currently functioning. The POA will either relocate the existing swales or install catch basins and pipes to handle the drainage.
11. Staff recommended approval of the request conditional on the following:
  - a. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
  - b. Both new parcels will adhere to the PD requirements and setbacks for patio lots.

12. The Planning Commission held public hearings on this request on both August 17<sup>th</sup> and September 24<sup>th</sup>. After

12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After receiving several comments from the neighbors regarding drainage, the Commission deferred action at the August meeting. Four property owners from this area spoke against the proposal with concerns about existing drainage problems, adding more run-off to the system and the promise of open space in these areas. One property owner spoke stating that the POA representative had addressed his concerns from the previous meeting. The POA representative responded by stating that the lots were not initially left for open space, but due to the wetlands which have now receded, the drainage situation will not be changed by virtue of this request and that the POA is attempting to work with the golf course on the issues with the existing ditch in this area.
13. The Commission voted 7 to 0 to recommend denial for this request.
14. Ordinance No. 2017-23 has been amended subsequent to previous report. Should Council choose to approve Ordinance No. 2017-23 with revised text, a *motion to amend* will be required.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Deferred pending internal review by County Attorney.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▢ AMENDED - Ordinance No. 2017-23	Ordinance
▢ Pawleys Plantation 2 lots - attachments	Backup Material
▢ Pawleys Plantation PD - Letters	Backup Material
▢ Atty Letter_Paul Joan Noble_Green Wing Teal	Exhibit
▢ Atty Letter_J Lachicotte_Green Wing Teal	Exhibit



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2017-23

**AN ORDINANCE TO AMEND THE CONCEPTUAL PLAN FOR THE PAWLEYS PLANTATION PLANNED DEVELOPMENT TO ADD TWO SINGLE FAMILY LOTS ON GREEN WING TEAL LANE**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE PAWLEYS PLANTATION PLANNED DEVELOPMENT BE AMENDED TO CHANGE THE LAND USE DESIGNATION ON OPEN SPACE #9 AND OPEN SPACE #10 AS SHOWN ON THE ATTACHED ALTA SURVEY DATED JULY 21, 2010 FROM OPEN SPACE TO SINGLE FAMILY WITH THE FOLLOWING CONDITIONS:**

1. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
2. Both parcels shall adhere to the Pawleys Plantation PD requirements and setbacks for patio lots.
3. Proof to be provided to the Georgetown County Stormwater Department that demonstrates that the functionality of any stormwater elements currently existing on lots "open space #9" and/or "open space #10" will be maintained or improved following the development of the two lots. No building permits for either of these two lots shall be issued until this condition is met.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
Johnny Morant (SEAL)  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2017-23, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_



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

\$250  
\$10/AC  
Res'l  
1 acre

## APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

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

- ☐ Setback – Complete SECTION B: SETBACK AMENDMENT
- ☐ Signage – Complete SECTION C: SIGNAGE AMENDMENT
- ☒ Site Plan – Complete SECTION D: SITE PLAN AMENDMENT
- ☐ Other: \_\_\_\_\_

All Applicants must complete SECTION A: APPLICANT INFORMATION

### SECTION A: APPLICANT INFORMATION

#### Property Information:

TMS Number: 04-0418-014-00-00  
(Include all affected parcels)

Street Address: 11822 HWY 17 BYPASS

City / State / Zip Code: MURRELLS INLET, SC 29576

Lot / Block / Number: \_\_\_\_\_

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: \_\_\_\_\_

Residential Acreage: 0.54

**Property Owner of Record:**

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

City/ State/ Zip Code: MURRELLS INLET, SC 29576

Telephone/Fax: 843-357-9888

E-Mail: \_\_\_\_\_

Signature of Owner / Date: [Signature] / 6/27/17  
POA President

**Contact Information:**

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

Phone / E-Mail: 843-652-2165 BILL.SNYDER@FSRESIDENTIAL.COM

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

**Agent of Owner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature of Agent/ Date: \_\_\_\_\_

Signature of Owner /Date: \_\_\_\_\_

**Adjacent Property Owners Information required:**

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

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

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

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

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

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

**SECTION B: SETBACK AMENDMENT**

**Please supply the following information regarding your request:**

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. \_\_\_\_\_  
\_\_\_\_\_
- Do these conditions exists on other properties else where in the PD?  
\_\_\_\_\_

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

**Submittal requirements: 12 copies of 11 x 17 plans**

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

**SECTION C: SIGNAGE AMENDMENT**

**Reason for amendment request:** \_\_\_\_\_

Number of signs existing currently on site \_\_\_\_\_

Square footage of existing sign(s) \_\_\_\_\_

Number of Proposed signs: \_\_\_\_\_

Square footage of the proposed sign(s) \_\_\_\_\_

**Submittal requirements:**

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



**SECTION D: SITE PLAN AMENDMENT**

**Proposed amendment request:** PLEASE SEE ATTACHED

Reason for amendment request: PLEASE SEE ATTACHED

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**Submittal requirements:**

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



## SECTION D: SITE PLAN AMENDMENT

The Pawleys Plantation Property Owners Association requests that two parcels of land acquired in 2010 from Pawleys Plantation LLC, the developer, be rezoned. These parcels were originally a portion of the developer's golf course property.

The 1987 US Army Corp of Engineers wetlands survey indicated that these parcels were largely wetlands, unsuitable for home construction. However, a recent study conducted by an environmental consultant, indicates that the wetlands have receded significantly from the two parcels since the Corp of Engineers survey, and, in the opinion of the consultant, both the parcels are suitable building sites. It remains to have the Corp of Engineers confirm the findings of the consultant and to obtain Georgetown County Planning and Zoning approval for rezoning the parcels, after which they could be sold, relieving the Property Owners Association of maintenance responsibility and providing income to the Reserves for maintenance of other common properties.

Rezoning the two parcels would not exceed the approved density of the PD. Since the PD approval, twelve single family lots have been combined and bear structures that would prohibit separating the lots in the future, and large tract originally planned for multi-family housing has been rezoned for single-family homes further reducing the potential density of the PD.

The impact on open space is minimal. The combined acreage of the two parcels is 0.54 acres and there are more than 62 acres of open space in the PD.

## **Tiffany Coleman**

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**From:** Brenda Logan <Brenda@Logan.com>  
**Sent:** Tuesday, August 01, 2017 5:56 PM  
**To:** Tiffany Coleman  
**Subject:** Case AMPD 6-17-18572

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

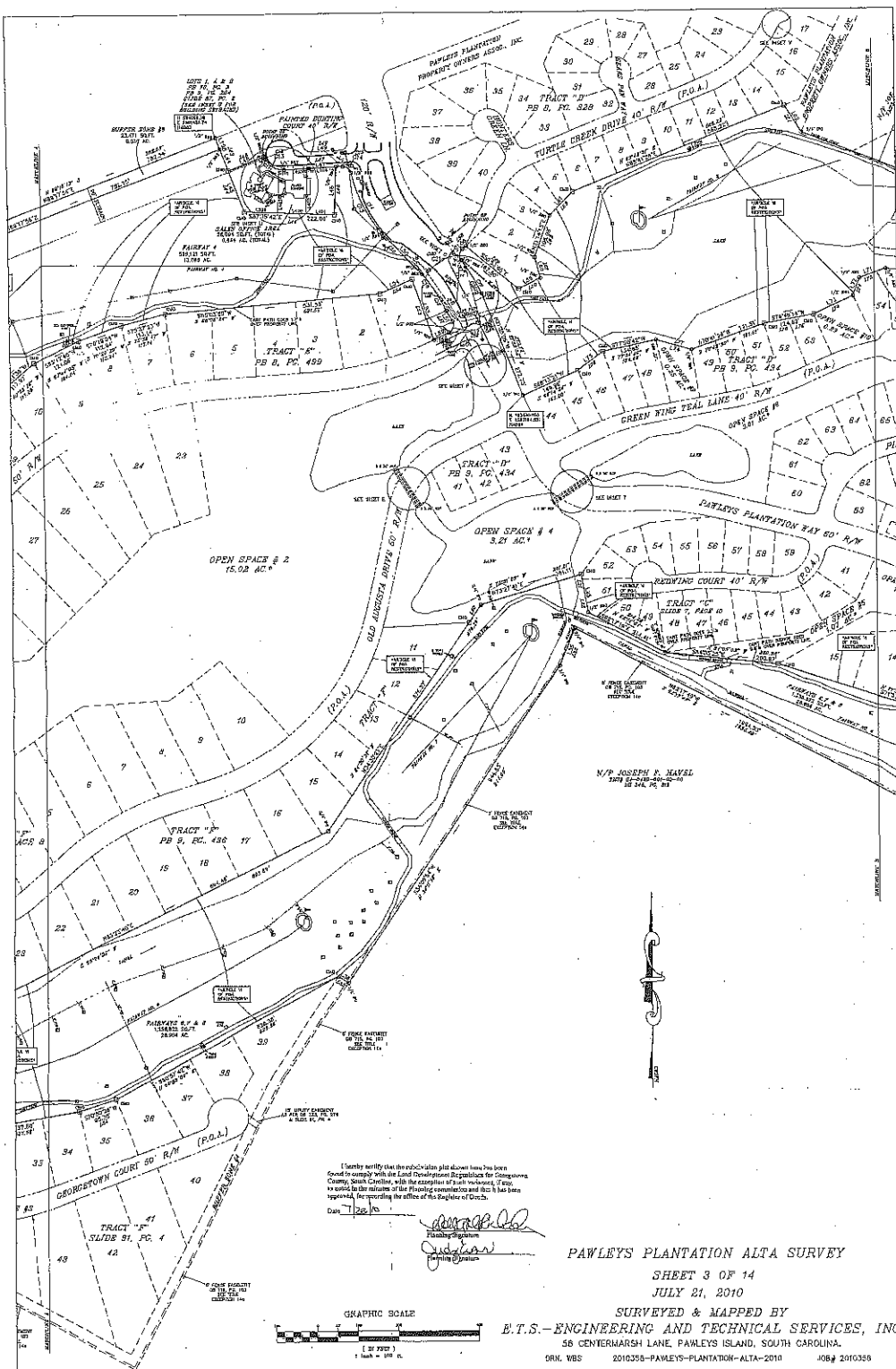
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.  
Brenda Logan

Sent from iPhone 6s Plus

## Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.
4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.
5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.







Wetland Delineation of  
**Pawleys Plantation**  
Phase 2 - Lots 48A & 53A

Georgetown County, South Carolina  
portions of TMS# 04-0418-014-00-00

- Notes**
1. Potential wetland/non-wetland areas depicted here on have not been verified by the US Army Corps of Engineers. Areas depicted as wetlands were identified using the 1987 Wetland Delineation Manual in conjunction with the Atlantic and Gulf Coastal Plain Region Supplement. Prior to any land disturbing activities, a final jurisdictional determination should be obtained from the US Army Corps of Engineers.
  2. Boundary information taken from Georgetown County GIS/Tax Parcel information.
  3. Onsite inspection was conducted on 2-24-17.

**Legend**

**Line Legend**

Boundary (surveyed)	———
Boundary (not surveyed)	———
Adjacent Boundary	———
Right of Way	———
Tributary	———
Non-Aquatic Feature	———
Dirt Road	———
Bulkhead	———

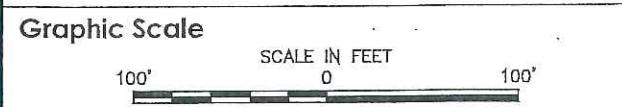
**Hatch Legend**

Wetland	*****
Waters	~~~~~
Critical Area/Section 10	///////

**Symbol Legend**

Data Point	⊕
Photo Point	⊗
Property Corner	●

Prepared For	Pawleys Plantation POA
Job #	01742-17010
Date	2-22-17





Pawleys Plantation  
Property Location  
AMPD 6-17-18572

## Legend

### Streets

— <all other values>

### MaintainedBy

County

Private

State

Pawleys Plantation

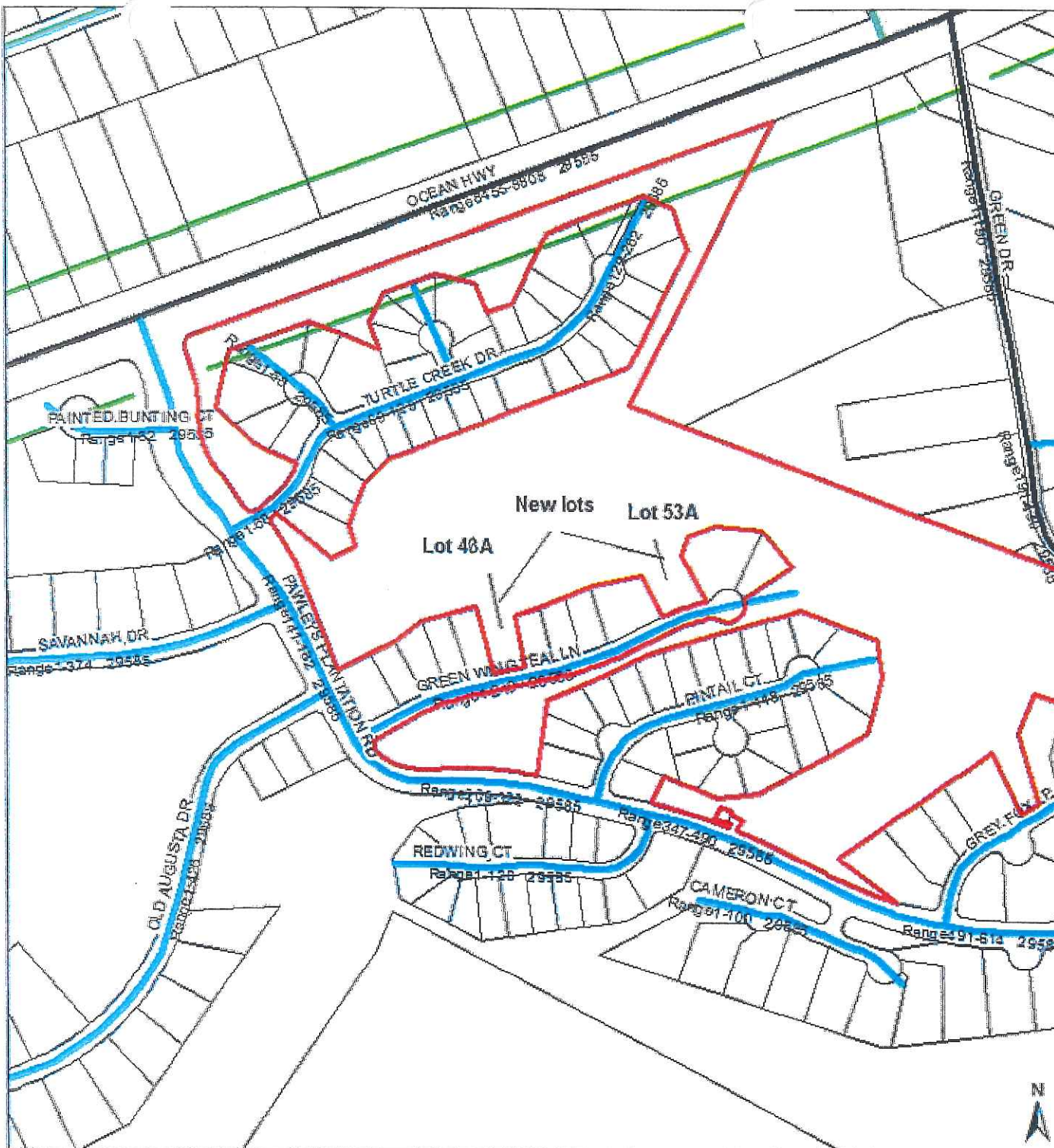
Lot Lines

Railroads

Landmarks

90' setback

Municipalities



0 112.5 225 450 675 900 Feet

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







# Pawleys Plantation Property Aerial AMPD 6-17-18572

## Legend

### Streets

— <all other values>

### MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Med

### RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Municipalities

0 112.5 225 450 675 900 Feet

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 Pawleys Plantation Property Owners Association to amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. The PD is located east of Ocean Hwy approximately 557 feet south of Hagley Drive in Pawleys Island. TMS# 04-0418-014-00-00. Case Number AMPD 6-17-18572.

The Planning Commission will be reviewing this request on **Thursday, August 17, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

*Georgetown County Planning Commission*

*PO Drawer 421270*

*Georgetown, South Carolina 29442*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

*E-mail: [tcoleman@gtcounty.org](mailto:tcoleman@gtcounty.org)*

## **Tiffany Coleman**

---

**From:** Brenda Logan <Brenda@Logan.com>  
**Sent:** Monday, September 18, 2017 9:17 PM  
**To:** Tiffany Coleman  
**Subject:** Planning Commission

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

TMS 04-0418-014-00-00  
Case AMPD 6-17-18572

The proposed "added" lots 48A and 53A in Pawleys Plantation are WETLANDS. They should NEVER be developed in any way. Please deny this petition and help preserve the small amount of wetlands remaining here. This petition is a frivolous, fraudulent, unnecessary and destructive idea. I strongly protest.

Brenda Logan  
62 Turtle Creek Drive  
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.  
Redirecting or relocating the swale on the parcel between lots 48D and 49D is not feasible. The plan is to install catch basins on either side of the street and drain storm water to an adjacent pond across from the proposed lot. There location of the catch basins will have no impact on the value of the neighboring lots.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.  
Pending a survey, we anticipate creating a 15-foot drainage easement incorporating the existing swale. There may be a need to do some minor work to straighten it for appearance and so that it can more easily be maintained. Again, there will be no devaluation of the property values of the adjacent lots.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.  
The swale in question is the swale discussed in Paragraph 1. The Covenants and Restrictions reference is to an Article in that document that prohibits home owners from interfering with storm water drainage in a drainage easement along their property line. It does not preclude the POA eliminating a swale and replacing it with an alternative drainage system. Also, there is no easement associated with this swale.



4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.  
According the engineering company that performed the last survey of Pawleys Plantation, there are more than 62 acres of open space in the community; of that 27 acres belong to the POA. These numbers were reported to County Planning. The acreage of the two parcels is 0.54 acres, less than one percent of the total. The POA Board has no knowledge of the referenced 1988 property report.

The other eight parcels, 0.4 acres total, are 15-ft wide strips between individual lots which the POA wishes to deed to an adjacent lot owner(s). Planning has determined that deeding these spaces will constitute minor revisions to the PD.

5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.  
The application submitted to County Planning states that these are to be Patio lots. The parcels are 0.25 and 0.29 acres, both too small for an Estate lot.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.  
Rough estimates of the associated expenses have been made but until the County has ruled on our application the Board is reluctant to expend funds on consultant fees to explore and price options. Once this done, expenditures approved by the Board will be recorded in the minutes of the meeting at which they were approved, as have all expenditures to-date.

Owners of adjacent lots have suggested they may wish to buy all of a portion of the potential lot adjacent to their property. Otherwise, there have no offers to sell, no offers to purchase, and there are no agreements or contracts.

Ms. Jenifer K. Lachicotte  
10555 Ocean Highway, Suite C  
Pawleys Island, South Carolina 29585

October 18, 2017

Mr. Steve Goggans  
P. O. Box 1859  
Pawleys Island, SC 29585

Dear Mr. Goggans,

I appreciate your time and attention regarding Pawleys Plantation Property Owners Association's plan (PP POA) to rezone a currently designated "green/open space." I purchased Lot #48 on Green Wing Teal in November 2016 to build my forever home. The green/open space to the north was a major consideration for purchasing this 1/5 of an acre. This space was to be the perfect backdrop for my modest low country home with a sleeping porch. I was assured during the real estate transaction that the golf course owned the adjoining lot as green/open space. To verify this information I did a county tax record search. To date, "[qPublic.net](#)" for Georgetown County Tax Record Search lists the owner of these green/open/wetland spaces as Founders National Golf LLC. There is no online documentation that these 2 proposed lots were ever deeded to PP POA.

As a property owner in a Plan Development, I am committed to supporting the Covenants and Restrictions set forth by the board. In August 2017, the board sent out a proxy to the homeowners to change the rules allowing them to sell the 2 proposed lots. The residents, whose assessments were significantly increased after Hurricane Matthew, approved this proxy. The POA has been asked on several occasions to provide receipts for maintenance as well as a drainage proposal for these two lots. No documentation has ever been provided to the homeowners.

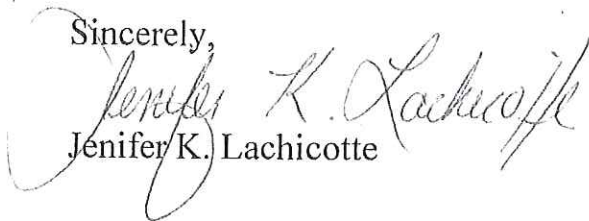
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000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

Throughout these proceedings, you will hear about drainage issues and how these two lots will challenge an already compromised drainage system. While this is true, the major issue is a promise broken by the POA. This amended promise has caused an undue financial and emotional hardship.

I have attached an editorial by Charles Swenson with the Coastal Observer with which I wholeheartedly agree.

You may contact me at [jlachicotte@gmail.com](mailto:jlachicotte@gmail.com) or 843-240-9060.

Sincerely,

A handwritten signature in cursive script, reading "Jennifer K. Lachicotte". The signature is written in dark ink and is positioned above the printed name.

Jenifer K. Lachicotte



October 3, 2017

Dear

*Mr. Steve Goggans*

Thanks for taking the time to read my letter. I had some things for you to think about and didn't want to take floor time at the meeting. This is in regards to our POA at Pawley's Plantation asking your group for approval to amend the PUD to add an additional 2 single family lots to the PD.

We bought our property in 1988. The lot offered us privacy and a lovely view of the golf hole #3 across the lake. The property adjacent to my lot was "wetlands/open space" never to be built on, as stated by a Pawley's Plantation representative at the time of our purchase. We liked it here so much we bought the lot to the right of our home.

Since then over the 20 years or more we have lived here, the Plantation has been sold twice, once to Myrtle Beach National and then to the Founders Group ( Chinese investors). The POA acquired for a small fee 15 "open spaces" from which 8 "open spaces" (15 feet each) were to be deeded to the adjacent home or lot owner for no fee, and 2 "open spaces" were to be converted into buildable lots. Both these lots are on the street where we reside. The "open space" next to my property not only became NOT wetlands nor "open space" but a buildable lot. We felt strongly, that if this lot was built on, it would have effect on our ongoing drainage issues due to the loss of the undeveloped land and tree absorption of storm rains. I hope you can see that a small thing to some folks could very well be a major loss in property value to my family.

I could go on about my three sons and grandkids raised here, learning golf here and counseling them at the "Noble House" during porch time with dad/granddad. Under the circumstances I'm not sure they would want to deal with it when my wife and I are gone, and at 85 I'm not happy about starting over.

Additionally, I understand you are being asked to "redo the PUD" as noted in the planning meeting by one of the members .It has also been noted that redoing a PUD after being unchanged for over two decades could have unintentional consequences without a vetting. Recently it was quoted to us in a POA letter "it would be a major change to our planned development".

In 1988, when we signed our contract, we read that 7.4 % of the land was set aside as "open space" as desired by the developer. I now can't help but wonder what the percentage of "open space" would be after the POA gets rid of the eight "open spaces" and converts the other two "open spaces" to patio size buildable lots, each one with adjacent important drainage easements at one side of the respective property line. Would then our "open spaces" be purely what is presently developed "open space" (tennis courts, swimming pools, future dog park, golf course), and sadly now, very little natural "open space"?

I can only hope in your good conscience you will not allow this to happen.

Paul Noble

*Many Thanks*

*Paul Noble*

Lady and Gentlemen,

I am here representing the Pawleys Plantation Property Owners Association soliciting your approval of Ordinance No. 2017-23 a request to change the land use designation of two parcels on Green Wing Teal Lane in Pawleys Plantation from Open Space to single family housing.

I would like to add some comments to Paragraph 3 and Paragraph 12 of the Points to Consider section of the Agenda Request Form.

Paragraph 3 states in part that the POA wishes to provide additional income to be used for maintenance elsewhere on the property. In October last year, Hurricane Matthew left us with a \$200,000 storm clean-up bill. Because we are a gated community, we got no help from FEMA. The money for this came from the Association's Reserve Account, depleting the account by some 30 percent. As a result, the dues assessment for each property owner was increased this year to rebuild the reserves over the next five to seven years to a level recommended by a reserve study conducted in 2006. The estimated net proceeds from the sale of these two lots would replace some 60 to 70 percent of this cost and relieve the 631 property owners of the majority of the dues increase or at least allow it to be removed earlier. As stated in Paragraph 9, in a special meeting of the POA membership held on August 28 of this year, 80 percent of the quorum voted in favor of allowing the sale of these parcels.

Paragraph 12 alludes to comments by four homeowner's concerns about potential impact on existing drainage problems and the minutes of the Planning Commission Meeting reflect that those concerns influenced the decision to deny the request. In the attachments there is a statement from Engineering and Technical Services stating that the only impact on the current drainage in Pawleys Plantation result from impervious surface associated with two additional home sites. To put this in perspective, there are currently more than three miles of roadway and the impervious surface of 150 developed home sites, with 18 more to be developed, contribute storm water drainage to more than 11 acres of pond. The impervious surface is currently estimated to be more 600,000 square feet. The addition of two home sites with an estimated maximum combined 8,000 square feet of impervious surface will have insignificant impact on the existing storm water drainage.

In regard to the legal issues noted in the meeting minutes, Georgetown County Planning has already stated that the requested revision to the PD meets all legal requirements.



**NATE FATA, P.A.**

ATTORNEY AT LAW

P.O. Box 16620  
THE COURTYARD, SUITE 215  
SURFSIDE BEACH, SOUTH CAROLINA 29587  
TELEPHONE (843) 238-2676  
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NFATA@FATALAW.COM

**VIA EMAIL**

December 12, 2017

Holly Richardson  
Georgetown County Planning  
P.O. Drawer 421270  
Georgetown, SC 29442  
[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)

Re: Paul & Joan Noble, 181 Green Wing Teal, Pawleys Island, SC 29585

Dear Ms. Richardson:

I represent Mr. and Mrs. Paul Noble ("Noble") who own a patio home in Pawleys Plantation. They purchased their property next to "Open Space" No. 10 in 1988. They have resided in their home since 1994. They object to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

**1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.**

**A. The Application is incomplete and should be denied.**

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

**B. Open Space No. 9 and 10 are subject to a perpetual easement.**

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's easement rights in the Open Spaces vested in 2010. Noble has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 2

PUD change or covenant changes. Please see the Covenants, Article V, which provides, in pertinent part, "The portions of the Common Areas not used from time to time for roadway shall be for the common use and enjoyment of the members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such areas . . .". I am attaching a copy of the cited pages from the 2010 Second Amended Covenants and the 2016 Third Amended Covenants. We do not believe the Covenants were properly amended in 2016 or 2017.

**C. Any amendment to the Covenants requires approval by 67% of the total membership.**

Any purported August 2017 changes to the Covenants did not have the required votes. The required vote is 67% of the total membership and not 67% of a majority/quorum of members present at a meeting. The Covenants are clear: when mailing ballots it is the total membership that must be counted to determine 67%. The attached Association email dated August 8, 2017 acknowledges ballots were mailed. Any ballot mailing to change the Covenants requires 67% of the entire Membership. The Covenants Article XVIII, Section 2, provides, in pertinent part, "This Second Amended Declaration may be amended by an instrument signed by the representative of owners of not less than sixty-seven (67) percent of a quorum of the Membership. **In the case of a ballot by mail, a quorum shall constitute the full Membership of the Association.**" The language in the Third Amended Covenants is identical. Thus, a quorum in this instance of mailing the ballot to change the Covenants is the entire Membership and not a simple majority. The Association has not received 67% approval from the entire or full Membership. The full Membership of the Association equals at least 656 votes and is comprised as follows:

- 316 individual homes
- 42 villas in Masters Place
- 40 villas and condos in Pawleys Glen
- 28 villas and condos in Pawleys Glen II
- 104 condos in Weehawka Woods
- 28 villas in Wood Stork Landing
- 69 vacant lots (includes lots with homes under construction)
- 29 combined lots (lots that have been combined with another lot)
- 3 miscellaneous properties (vacant properties at the main entrance)

As the total Membership is at least 656 lot owners, at least 440 owners were needed to authorize any amendments to the Covenants. That did not occur. The proposed action to amend the Covenants by the Association has not been authorized.

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 3

**D. Patio Home Restrictions preclude a home site.**

My clients have a patio home. Please see attached photos. The covenants for patio homes on Green Wing Teal require that windows be on just one side of the home and not looking into the windows of another patio home. It is impossible to construct a patio home on Open Space 10 without having windows either facing my clients' side wall window's or the side wall windows on the home to the left (south) of Open Space No. 10. In other words, no home can be placed on Open Space 10 with a side window wall. Any such construction will violate the applicable Covenants, Article VIII, and my client's reasonable expectation of privacy. I am enclosing a copy of the patio home covenant sections for your review.

**2. The proposed modification will exacerbate existing drainage issues.**

The homes along Green Wing Teal Street already suffer from drainage issues. A large lake is in back of my clients' home and a pond is on the other side of Green Wing Teal, further up the street. In part, Open Space 10 provides an outfall for the large pond directly behind it. Increasing the impervious area of the Open Spaces with a home will only exacerbate the already existing poor drainage conditions, causing damage to my clients and other homeowners.

**3. The proposed modification is premature as no U.S. Army Corp wetlands delineation approval has been received.**

Although the Brigman wetland delineation is not authoritative, it does confirm the existence of wetlands. Due to the wetlands on Open Space 9 and 10, no action should be taken by County Council until it has been informed of the U.S. Army Corps' position. It is likely the U.S. Army Corps will differ significantly in its delineation of wetlands on the subject Open Spaces.

**4. The proposed modification will unnecessarily increase density.**

The existing density of this 30 year old neighborhood should not be changed. The assessment for Hurricane Matthew cleanup has already occurred and selling unimproved lots will not eliminate the assessment. Increasing density for this well-established community and decreasing green space will create more drainage issues, destroy wetlands and destroy privacy safeguards for this patio home street.

Since 1994, my clients have resided next to Open Space No. 10 with the reasonable expectation that it would not be developed and that the density on their street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 4

I look forward to seeing County Council on Tuesday evening to further address my clients' objections to this proposed change in the PUD.

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.





**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

## COVENANTS AND RESTRICTIONS

### Table of Contents

SECOND AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PAWLEYS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.	3
Article I – Definitions	4
Article II - Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.	5
Article III - Annexation of Additional Property	6
Article IV - Membership and Voting Rights	6
Article V - Property Rights in and Maintenance of the Common Areas	6
Article VI - Special Restrictions Affecting Golf Fairway Residential Areas	8
Article VII - Special Restriction Affecting All Waterfront and Woodland Areas	9
Article VIII - Special Restriction Affecting Patio Homesites	10
Article IX - Covenant for Maintenance Assessments	10
Article X - Architectural Review	12
Article XI - Use Restrictions	12
Article XII – Easements	12
Article XIII - Insurance and Casualty Losses	21
Article XIV - No Partition	24
Article XV - Financing Provision	24
Article XVI - Rules and Regulations	24
Article XVII – Binding Arbitration	26
Article XVIII - General Provisions	26
Article XIX - Amendment of Declaration Without Approval of Owners	26
Article XX – Lenders’ Notices	27
Article XXI – Developer’s Rights	27

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WANDA PREVATTE, REGISTER OF DEEDS  
06-15-2010 At 02:43 pm.  
REST COVE 53.00  
Book 1494 Page 1820- 234

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

Homesite, a townhouse villa and a condominium shall be defined for purposes of this Second Amended Declaration to have the same voting rights as a Lot.

**Section 9 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 10 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 11 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 12 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 13 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

**Section 14 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 15 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 16 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Second Amended Declaration.

**Section 17 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 18 – “Subsequent Amendment”** shall mean an amendment to this Second Amended Declaration which may add property to this Second Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Second Amended Declaration.

**Section 19 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Second Amended Declaration. With respect to election of Directors to the Board of Directors of the Association, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the Amended By-Laws.

## ARTICLE II

### Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.

**Section 1 – Existing Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Declaration, and within the jurisdiction of the Association is located in Georgetown County, South Carolina, and is described in the attached Exhibit “A”.

not absolutely prohibit the construction of docks and decks over the wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

**Section 3 – Capital Improvements.** Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by the Association as special assessments upon the approval of a majority of the Board of Directors of the Association and upon approval by the Voting Members representing two-thirds of the Members of the Association voting at a meeting or by ballot as may be provided in the Amended By-Laws of the Association. The Board may levy a special assessment of no more than Five Thousand and No/100 (\$5,000.00) Dollars in full from the Membership or Five (5) percent of the annual budget, whichever is greater, without the approval of the Membership.

**Section 4 – Capital Contribution.** When Lot ownership transfers, the new Owner shall be assessed at closing an amount equal to one-sixth (1/6) of the Annual Assessment budgeted for that Lot and shall be designated as a Capital Contribution.

**Section 5 – Annual Assessments.** The Annual Assessments provided for in this Article IX commenced on the first day of January 1988, and have commenced on the closing of each Lot, whichever is later.

The Annual Assessments shall be payable in monthly installments, or in annual or quarterly installments if so determined by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.

**Section 2 – Amendment.** The Covenants and Restrictions of this Second Amended Declaration shall run with and bind the land from the date this Second Amended Declaration is recorded. This Second Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Second Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Second Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Second Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## ARTICLE XIX

### Amendment of Second Amended Declaration Without Approval of Owners

The Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Second Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deeds for Georgetown County.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION  
ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

**Table of Contents**

THIRD AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PAWLEYS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.	3
Article I – Definitions	4
Article II - Property Subject to this Third Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.	6
Article III - Annexation of Additional Property	6
Article IV - Membership and Voting Rights	7
Article V - Property Rights in and Maintenance of the Common Areas	7
Article VI - Special Restrictions Affecting Golf Fairway Residential Areas	9
Article VII - Special Restriction Affecting All Waterfront and Woodland Areas	10
Article VIII - Special Restriction Affecting Patio Homesites	11
Article IX - Covenant for Maintenance Assessments	12
Article X - Architectural Review	14
Article XI - Use Restrictions	18
Article XII – Easements	23
Article XIII - Insurance and Casualty Losses	24
Article XIV - No Partition	27
Article XV - Financing Provision	27
Article XVI - Rules and Regulations	27
Article XVII – Binding Arbitration	29
Article XVIII - General Provisions	29
Article XIX - Amendment of Declaration Without Approval of Owners	29
Article XX – Lenders’ Notices	30
Article XXI –Developer’s Rights	30

2/8/2016  
GEORGETOWN



## ARTICLE I

### Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

**Section 1 – “Annual Assessments” or “Assessments”** shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

**Section 2 – “Architectural Review Board” or “ARB”** shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

**Section 3 – “Association”** shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 4 – “Common Area” or “Common Areas”** shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter “the First Quit Claim Deed”) dated July 11, 1996, and duly filed in the Georgetown County Clerk of Court’s Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Second Quit Claim Deed”), dated December 13, 2010, and duly filed in the Georgetown County Clerk of Court’s Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Third Quit Claim Deed”), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court’s Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit “A.” The terms “Common Area” or “Common Areas” shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

**Section 5 – “Developed Lot”** shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

**Section 6 – “Developer”** shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

**Section 7 – “Full-Home Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as “estate” Lots.

**Section 8 – “Limited Common Areas”** shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

**Section 9 – “Lot”** shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

**Section 10 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 -- Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 – Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 – Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 – Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 – Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 – Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 – Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to

prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## ARTICLE IX

### Covenant for Maintenance Assessments

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE XIV

##### No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### ARTICLE XV

##### Financing Provision

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### ARTICLE XVI

##### Rules and Regulations

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

## ARTICLE XVII

### Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## ARTICLE XVIII

### General Provisions

**Section 1 – Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 2 – Amendment.** The Covenants and Restrictions of this Third Amended Declaration shall run with and bind the land from the date this Third Amended Declaration is recorded. This Third Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Third Amended Declaration changes the rights and/or obligations of the Golf Course Owner or the Developer or their assigns hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Third Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Third Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## ARTICLE XIX

### Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation





From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

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August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

*(Per Association)*  
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.





















**NATE FATA, P.A.**  
ATTORNEY AT LAW

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**VIA EMAIL**

December 12, 2017

Holly Richardson  
Georgetown County Planning  
P.O. Drawer 421270  
Georgetown, SC 29442  
[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)

Re: Jenifer Lachicotte, Lot 48 Green Wing Teal Lane, Pawleys Island, SC

Dear Ms. Richardson:

I represent Jenifer Lachicotte ("Lachicotte") who own Lot 48 in Pawleys Plantation. She purchased her property next to "Open Space" No. 9 in 2016. She objects to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

**1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.**

**A. The Application is incomplete and should be denied.**

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

**B. Open Space No. 9 and 10 are subject to a perpetual easement.**

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 2

easement rights in the Open Spaces vested in 2016. Lachicotte has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any PUD change or covenant changes. Please see the Covenants, Article V, which provides, in pertinent part, "The portions of the Common Areas not used from time to time for roadway shall be for the common use and enjoyment of the members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such areas . . .". I am attaching a copy of the cited pages from the 2010 Second Amended Covenants and the 2016 Third Amended Covenants. We do not believe the Covenants were properly amended in 2016 or 2017.

**C. Any amendment to the Covenants requires approval by 67% of the total membership.**

Any purported August 2017 changes to the Covenants did not have the required votes. The required vote is 67% of the total membership and not 67% of a majority/quorum of members present at a meeting. The Covenants are clear: when mailing ballots it is the total membership that must be counted to determine 67%. The attached Association email dated August 8, 2017 acknowledges ballots were mailed. Any ballot mailing to change the Covenants requires 67% of the entire Membership. The Covenants Article XVIII, Section 2, provides, in pertinent part, "This Second Amended Declaration may be amended by an instrument signed by the representative of owners of not less than sixty-seven (67) percent of a quorum of the Membership. **In the case of a ballot by mail, a quorum shall constitute the full Membership of the Association.**" The Third Amended Declaration contains the identical language. Thus, a quorum in this instance of mailing the ballot to change the Covenants is the entire Membership and not a simple majority. The Association has not received 67% approval from the entire or full Membership. The full Membership of the Association equals at least 656 votes and is comprised as follows:

- 316 individual homes
- 42 villas in Masters Place
- 40 villas and condos in Pawleys Glen
- 28 villas and condos in Pawleys Glen II
- 104 condos in Weehawka Woods
- 28 villas in Wood Stork Landing
- 69 vacant lots (includes lots with homes under construction)
- 29 combined lots (lots that have been combined with another lot)
- 3 miscellaneous properties (vacant properties at the main entrance)

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 3

As the total Membership is at least 656 lot owners, at least 440 owners were needed to authorize any amendments to the Covenants. That did not occur. The proposed action to amend the Covenants by the Association has not been authorized.

**2. The proposed modification will exacerbate existing drainage issues.**

The homes along Green Wing Teal Street already suffer from drainage issues. A large lake is in back of my client's lot and a pond is across the street on the other side of Green Wing Teal. In part, Open Space 10 provides an outfall for the large pond directly behind it. Increasing the impervious area of the Open Spaces with a home will only exacerbate the already existing poor drainage conditions, causing damage to my client and other homeowners.

**3. The proposed modification is premature as no U.S. Army Corp wetlands delineation approval has been received.**

Although the Brigman wetland delineation is not authoritative, it does confirm the existence of wetlands. Due to the wetlands on Open Space 9 and 10, no action should be taken by County Council until it has been informed of the U.S. Army Corps' position. It is likely the U.S. Army Corps will differ significantly in its delineation of wetlands on the subject Open Spaces.

**4. The proposed modification will unnecessarily increase density.**

The existing density of this 30 year old neighborhood should not be changed. The assessment for Hurricane Matthew cleanup has already occurred and selling unimproved lots will not eliminate the assessment. Increasing density for this well-established community and decreasing green space will create more drainage issues, destroy wetlands and destroy privacy safeguards for this patio home street.

My client purchased her lot next to Open Space No. 9 with the reasonable expectation that the "Open Spaces" would not be developed and that the density on her street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

I look forward to seeing County Council on Tuesday evening to further address my client's objections to this proposed change in the PUD.

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 4

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.



**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

**Table of Contents**

SECOND AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PAWLEYS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.	3
Article I – Definitions	4
Article II - Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.	5
Article III - Annexation of Additional Property	6
Article IV - Membership and Voting Rights	6
Article V - Property Rights in and Maintenance of the Common Areas	6
Article VI - Special Restrictions Affecting Golf Fairway Residential Areas	8
Article VII - Special Restriction Affecting All Waterfront and Woodland Areas	9
Article VIII - Special Restriction Affecting Patio Homesites	10
Article IX - Covenant for Maintenance Assessments	10
Article X - Architectural Review	12
Article XI - Use Restrictions	12
Article XII – Easements	12
Article XIII - Insurance and Casualty Losses	21
Article XIV - No Partition	24
Article XV - Financing Provision	24
Article XVI - Rules and Regulations	24
Article XVII – Binding Arbitration	26
Article XVIII - General Provisions	26
Article XIX - Amendment of Declaration Without Approval of Owners	26
Article XX – Lenders' Notices	27
Article XXI – Developer's Rights	27

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Article XXII - The Association's Rights

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Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

Homesite, a townhouse villa and a condominium shall be defined for purposes of this Second Amended Declaration to have the same voting rights as a Lot.

Section 9 – “Lot Improvements” shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

Section 10 – “Member” shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 11 – “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 12 – “Patio Homesites” shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 13 – “Properties” shall mean and refer to the “Existing Property” described in Article II, Section I hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

Section 14 – “Setback” shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 15 – “Setback Line” shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 16 – “Special Assessment” shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Second Amended Declaration.

Section 17 – “Structure” shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 18 – “Subsequent Amendment” shall mean an amendment to this Second Amended Declaration which may add property to this Second Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Second Amended Declaration.

Section 19 – “Voting Member” shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Second Amended Declaration. With respect to election of Directors to the Board of Directors of the Association, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the Amended By-Laws.

## ARTICLE II

### Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.

Section 1 – Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Declaration, and within the jurisdiction of the Association is located in Georgetown County, South Carolina, and is described in the attached Exhibit “A”.

not absolutely prohibit the construction of docks and decks over the wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

## **ARTICLE VIII**

### **Special Restrictions Affecting Patio Homesites**

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

**Section 3 – Capital Improvements.** Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by the Association as special assessments upon the approval of a majority of the Board of Directors of the Association and upon approval by the Voting Members representing two-thirds of the Members of the Association voting at a meeting or by ballot as may be provided in the Amended By-Laws of the Association. The Board may levy a special assessment of no more than Five Thousand and No/100 (\$5,000.00) Dollars in full from the Membership or Five (5) percent of the annual budget, whichever is greater, without the approval of the Membership.

**Section 4 – Capital Contribution.** When Lot ownership transfers, the new Owner shall be assessed at closing an amount equal to one-sixth (1/6) of the Annual Assessment budgeted for that Lot and shall be designated as a Capital Contribution.

**Section 5 – Annual Assessments.** The Annual Assessments provided for in this Article IX commenced on the first day of January 1988, and have commenced on the closing of each Lot, whichever is later.

The Annual Assessments shall be payable in monthly installments, or in annual or quarterly installments if so determined by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.

**Section 2 – Amendment.** The Covenants and Restrictions of this Second Amended Declaration shall run with and bind the land from the date this Second Amended Declaration is recorded. This Second Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Second Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Second Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Second Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## ARTICLE XIX

### Amendment of Second Amended Declaration Without Approval of Owners

The Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Second Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deeds for Georgetown County.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION  
ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

**Table of Contents**

THIRD AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PAWLEYS PLANTATION PROPERTY OWNERS ASSOCIATION, INC.	3
Article I – Definitions	4
Article II - Property Subject to this Third Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.	6
Article III - Annexation of Additional Property	6
Article IV - Membership and Voting Rights	7
Article V - Property Rights in and Maintenance of the Common Areas	7
Article VI - Special Restrictions Affecting Golf Fairway Residential Areas	9
Article VII - Special Restriction Affecting All Waterfront and Woodland Areas	10
Article VIII - Special Restriction Affecting Patio Homesites	11
Article IX - Covenant for Maintenance Assessments	12
Article X - Architectural Review	14
Article XI - Use Restrictions	18
Article XII – Easements	23
Article XIII - Insurance and Casualty Losses	24
Article XIV - No Partition	27
Article XV - Financing Provision	27
Article XVI - Rules and Regulations	27
Article XVII – Binding Arbitration	29
Article XVIII - General Provisions	29
Article XIX - Amendment of Declaration Without Approval of Owners	29
Article XX – Lenders’ Notices	30
Article XXI –Developer’s Rights	30

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## ARTICLE I

### Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

**Section 1 – “Annual Assessments” or “Assessments”** shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

**Section 2 – “Architectural Review Board” or “ARB”** shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

**Section 3 – “Association”** shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 4 – “Common Area” or “Common Areas”** shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter “the First Quit Claim Deed”) dated July 11, 1996, and duly filed in the Georgetown County Clerk of Court’s Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Second Quit Claim Deed”), dated December 13, 2010, and duly filed in the Georgetown County Clerk of Court’s Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Third Quit Claim Deed”), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court’s Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit “A.” The terms “Common Area” or “Common Areas” shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

**Section 5 – “Developed Lot”** shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

**Section 6 – “Developer”** shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

**Section 7 – “Full-Home Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as “estate” Lots.

**Section 8 – “Limited Common Areas”** shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

**Section 9 – “Lot”** shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

**Section 10 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 -- Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 -- Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 -- Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 -- Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 -- Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 -- Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 -- Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

- (a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;
- (b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and
- (c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions to shall be at the expense, solely, of the Owner in question.

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to

prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## ARTICLE IX

### Covenant for Maintenance Assessments

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE XIV

##### No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### ARTICLE XV

##### Financing Provision

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### ARTICLE XVI

##### Rules and Regulations

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.



## **ARTICLE XVII**

### **Binding Arbitration**

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## **ARTICLE XVIII**

### **General Provisions**

**Section 1 – Severability.** Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 2 – Amendment.** The Covenants and Restrictions of this Third Amended Declaration shall run with and bind the land from the date this Third Amended Declaration is recorded. This Third Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Third Amended Declaration changes the rights and/or obligations of the Golf Course Owner or the Developer or their assigns hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Third Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Third Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## **ARTICLE XIX**

### **Amendment of Third Amended Declaration Without Approval of Owners**

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation



From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

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August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

*(Perthiawing)*  
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.

















