

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

April 24, 2018

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - April 10, 2018**
- 6. CONSENT AGENDA**
 - 6.a Contract 17-091, Change Order 01, C-Fund Comprehensive Engineered Roadway Improvements**
 - 6.b Contract No. 13-010S, Task Order 27: Regional Parks Phase II Preliminary Design**
 - 6.c Procurement No. 15-010, Fire Station for Big Dam Swamp Community - Prime Contractor**
 - 6.d Procurement No. 18-026, Architectural Services, "As Needed" (RFQ)**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
 - 8.a Economic Development Alliance Board**
- 9. RESOLUTIONS / PROCLAMATIONS**
 - 9.a Proclamation 2018-12 - To proclaim May 20-26, 2018 as "Emergency Medical Services (EMS) Week" in Georgetown County**

- 9.b Proclamation No. 2018-13 - Proclaiming May 2018 as Mental Health Month in Georgetown County
- 9.c Proclamation No. 2018 -14 - To Declare the week of May 20-26, 2018, as Public Works Week in Georgetown County
- 9.d Resolution No. 2018-15 - To authorize the execution and delivery by Georgetown County, South Carolina of amendments to the financing agreements relating to its (a) \$7,500,000 Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2015A and (b) \$5,000,000 Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2015b; authorization of the Execution and Delivery of Modified Bonds; and approval of the Forms of the First Amendments to Financing Agreements and the Modified Bonds.
- 9.e RESOLUTION No. 2018-16 - A RESOLUTION TO REQUEST THE MERGER, AND ANNEXATION, OF A CERTAIN PARCELS IN GEORGETOWN COUNTY WITH HORRY COUNTY; TO CONCUR IN THE REQUEST OF HORRY COUNTY TO THE MERGER, AND ANNEXATION OF CERTAIN PARCELS IN HORRY COUNTY WITH GEORGETOWN COUNTY; TO REQUEST THE GOVERNOR TO APPOINT AN ANNEXATION COMMISSION AND UPON THE COMPLETION OF THE ANNEXATION COMMISSION'S WORK TO ORDER AN ELECTION AND, WHERE APPLICABLE, CANVASSING; TO AUTHORIZE AND DIRECT THE COUNTY ADMINISTRATOR TO, AMONG OTHER THINGS, PRESENT THIS RESOLUTION TO THE GOVERNOR; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO. ?

10. THIRD READING OF ORDINANCES

11. SECOND READING OF ORDINANCES

- 11.a ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.
- 11.b ORDINANCE NO. 2018-08 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.
- 11.c Ordinance No. 2018-10 - An amendment to the Future Land Use map for approximately 55 acres located on North Fraser Street at its intersection with Northgate Boulevard from Commercial and

Low Density Residential to Commercial (TMS No.02-1009-008-00-00).

- 11.d Ordinance No. 2018-11- An ordinance to rezone approximately 55 acres from 10,000 Square Feet Residential (MR-10) to General Commercial (GC) located on North Fraser Street just across from Walmart and behind Georgetown Kraft Credit Union (a portion of TMS No. 02-1009-008-00-00).

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 2018-12 – An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2018, and Ending June 30, 2019; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.
- 12.b Ordinance No. 2018-13 - An Ordinance Authorizing a Property Lease Agreement with the Career Resource Center for use of space within the North Santee Community Center building located at 1484 Mount Zion Avenue, Georgetown, South Carolina and included within TMS# 01-0451-122-00-00.

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

- 15.a Recognition of Employee of the 1st Quarter
- 15.b 2016-2017 Impact Fee Report

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.
- 16.c Ordinance No. 2018-06 - An Ordinance to amend Ordinance No. 2015-27 Authorizing Certain Economic Development Incentives for Black Family Limited Partnership, MPW Inc., and Other Affiliations Including Entering into a Fee in Lieu of Property Tax Agreement for the Project, and Other related Matters, between Georgetown County, South Carolina, and MPW.
- 16.d ORDINANCE NO. 2018-09 - AN ORDINANCE ESTABLISHING PARKING REGULATIONS FOR THE MURRELLS INLET BOAT LANDING AND PARKING AREA AND PROVIDING FOR THE ENFORCEMENT THEREOF.

17. LEGAL BRIEFING / EXECUTIVE SESSION

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 4/24/2018
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Regular Council Session - April 10, 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 - 4/10/18	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, April 10, 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:

A recommendation was made to defer 2nd reading consideration of the following Ordinances: Ordinance No. 2018-07 (authorizing a Fee-in-Lieu of Tax Agreement with Liberty Steel Georgetown, Inc.); Ordinance No. 2018-08 (authorizing a Joint County Industrial Park with Williamsburg County); Ordinance No. 2018-09 (establishing parking regulations for Murrells Inlet Boat Landing).

Councilmember Ron Charlton moved for approval of the meeting agenda as amended. Councilmember Austin Beard seconded the motion. Upon a call for discussion on the motion from Chairman Johnny Morant, there was no discussion.

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

PUBLIC COMMENTS:

Ron Church

Mr. Church stated that he was past president of the Harmony Home Owners Association, and a member of the Penny Royal Citizens Leadership Group concerned with the proposal to rezone 948 acres on Penny Royal Road. He said he was disturbed by recent quotes in the newspaper, on behalf of the County, which indicated that there have been behind the scenes workings regarding this issue. However, the citizen's group has received "zero" communication from the County on this issue. They have been met with silence for over five months, resulting in questions and suspicion. Mr. Church read a portion of the County's missions statement, which set "ethical guidelines for government behavior", and asked each member of County Council how they would "grade" themselves in accordance. He said the group maintains its high expectations for open government that respects its citizens, and will continue to collect data, and wait for further action from County government regarding this matter.

Bill Hills

Mr. Hills introduced himself as a candidate for County Council whose support base is in Murrells Inlet. He asked County Council to defer action pertaining to Ordinance No. 2018-09 regulating parking for the Murrells Inlet Boat Landing. He said that he reached out to members of the Murrells Inlet Community, and no one was aware of this proposed ordinance. He said the local community would like to engage in further discussion before a law is passed on this. He said there is a problem, but the proposed ordinance will not solve the current issues and is not enforceable. He stated that the people affected would like to be a part of the solution, and asked that County Council hold off until all involved could arrive at an amicable solution.

Mitchell Adjer

Mr. Adjer said that he was present in support of the NAACP and a member of his church that is also an employee of the County Auditor's Office, who was involved in the incident with the County Treasurer. He said County Council had been quoted as saying there was nothing they could do about the situation, and he asked if Council had reached out to the Ethics Commission for assistance. He said no one should be allowed to treat another person rudely or with disrespect.

Marvin Neal

Mr. Neal, President of the local Chapter of the NAACP said it was time for Georgetown County to "fix its policies that allow for cruel treatment and disregard of the rights of County employees, or to fire the policy maker". He said the Civil Rights Act of 1964 offered protection against discrimination, but 50 years later Georgetown County still allows discrimination against blacks and people of color. He said the County Auditor, Allison Peteet, had retaliated against a career employee, Jesse Duncan, who worked in the County Auditor's Office (for over 30 years) and was so bold as to put her "hate" in writing (email). Mr. Neal said the incident happened in July 2017, was reported by the County Auditor, Brian Shult, yet the County Administrator, County Council, and other concerned parties refused to acknowledge it until February 2018. He said Ms. Peteet had fired another ten year employee of the Treasurer's office, Sherell Cruel, without cause, and had her escorted out of the office by a Sheriff's Deputy. He said employees are not "personal property" and inmates currently have more rights than the employees of Georgetown County. Mr. Neal said County Council should fire the County Administrator, and appeal to the Governor to have Allison Peteet removed from her position as County Treasurer.

Sheldon Butts

Mr. Butts stated that he is a City/County taxpayer, and a City leader. He voiced concerns regarding Georgetown County Parks & Recreation, stating that the summer 2017 schedule of events is currently posted on the County website, although it is almost the summer of 2018. He advised County Council that there is a huge problem with recreation. He said there is a vast difference in the recreational offerings from one end of the County to the other, but it is the City of Georgetown, that has been completely left behind. He said these children have "nothing" to do during the summer, and said the County's Parks and Recreation program need to "come up to par", so the City's residents feel like they are also a part of this County.

MINUTES:

Regular Council Session – March 27, 2018

Councilmember Ron Charlton made a motion to approve the minutes of the March 27, 2018 meeting. Councilmember Everett Carolina seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

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

Ordinance No. 2018-05 – An amendment to the text of the Georgetown County Zoning Ordinance to allow accessory dwelling units in certain Zoning Districts – Third reading approval.

Waccamaw Market Cooperative / Clemson Extension Cooperative Farmers Market Operation – County Council approved Georgetown County's membership in the Waccamaw Market / Clemson Extension Cooperative for management and marketing of a farmer's market in Georgetown County from May-October 2018.

Procurement #18-020, RFQ for Civil Engineering Services, IDIQ – County Council awarded a Professional Services Agreement to two firms, Stantec Consulting Services, Inc. and The Earthworks Group, Inc., for civil engineering services.

Procurement #18-036, Autoagent Software System – County Council approved award of a contract with Autoagent Data Solutions, LLC, for the County Treasurer's Office to aid in the collecting of bulk real estate tax payments from 3rd party companies.

Procurement #12-012, COBAN Technologies Cooperative Agreement Purchase for GCSO (Re-occurrence) – County Council approved the procurement of HGAC materials and services, as coordinated by the County Procurement Office under a cooperative agreement, with COBAN Technologies Inc. in the amount of \$69,981, and authorized approval of associated purchase order.

Procurement #17-058, Type I Ambulance Remount (Quantity 2) – County Council approved the remount of two (2) 2009 Taylor Made Type I Ambulance compartments onto two (2) 2018 Dodge 4500 gasoline powered cab and chassis under a cooperative agreement, not to exceed the budgeted amount of \$123,470.00 per unit.

RESOLUTIONS / PROCLAMATIONS:

Resolution No. 2018-09

Councilmember Ron Charlton moved to adopt Resolution No. 2018-09, a Resolution authorizing the Execution and Delivery of an Inducement Agreement and Millage Agreement by and between Georgetown County, South Carolina, and Liberty Steel Georgetown Inc., whereby, Under Certain Conditions Georgetown County will Execute a Fee in Lieu of Tax Agreement with Respect to a Project in the County, Whereby the Project would be subject to Payment of Certain Fees in Lieu of Taxes; and providing for related Matters. Councilwoman 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	

Proclamation No. 2018-10

Councilmember Ron Charlton moved to adopt Proclamation No. 2018-10 in recognition of “National Public Safety Telecommunications Week”, April 8-14, 2018, in Georgetown County. Councilmember Steve Goggans seconded the motion. No discussion followed the motion.

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

Resolution No. 2018-11

A motion as made by Councilmember Everett Carolina, and seconded by Councilmember Lillie Jean Johnson, for the adoption of Resolution No. 2018-11, approving Horry-Georgetown Technical College Commission’s Granting of a Mortgage to the Economic Development Administration of the U.S. Department of Commerce in furtherance of a Financial Assistance Award for the Construction of an Advanced Manufacturing Training Facility at the Commission’s Georgetown Campus. Chairman Johnny 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

No reports.

ORDINANCES-Second Reading:

Ordinance No. 2018-06

Councilmember Austin Beard moved for second reading approval of Ordinance No. 2018-06, an Ordinance to amend Ordinance No. 2015-27 authorizing certain Economic Development Incentives for Black Family Limited Partnership, MPW Inc., and Other Affiliations including entering into a Fee in Lieu of Property Tax Agreement for the Project, and other related Matters, between Georgetown County, South Carolina, and MPW. Councilmember Steve Goggans seconded the motion. Chairman Morant called for discussion.

Councilmember Austin Beard moved to amend Ordinance No. 2018-06 to incorporate proposed text as the Ordinance was introduced by title only at first reading. Councilmember John Thomas seconded the motion. No discussion followed the amended motion.

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

The vote on the main motion was as follows:

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

Ordinance No. 2018-07

County Council deferred action on Ordinance No. 2018-07, an Ordinance Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and Between Georgetown County, South Carolina and Liberty Steel Georgetown, Inc.

Ordinance No. 2018-08

County Council deferred action on Ordinance No. 2018-08, an Ordinance of Georgetown County, South Carolina approving an Agreement for Development of Joint-County Industrial Park by and Between Georgetown County, South Carolina, and Williamsburg County, South Carolina.

Ordinance No. 2018-09

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

ORDINANCES-First Reading:

Ordinance No. 2018-10 - An Amendment to the Future Land Use Map for approximately 55 acres located at North Fraser Street at its intersection of Northgate Boulevard from Commercial and Low Density Residential to Commercial (TMS No. 02-1009-008-00-00).

Ordinance No. 2018-11- An Ordinance to rezone approximately 55 acres from 10,000 Square Feet Residential (MR-10) to General Commercial (GC) located on North Fraser Street just across from Walmart and behind Georgetown Kraft Credit Union (a portion of TMS No. 02-1009-008-00-00).

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:

Councilmember John Thomas made a motion to move into Executive Session to discuss an Economic Development matter, a legal matter, and a contractual matter. Councilmember Austin Beard seconded 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	

County Council moved into Executive Session at 6:09 PM.

OPEN SESSION:

Open Session resumed at 8:18 PM with all members of County Council present. Chairman Morant stated that during Executive Session, County Council discussed three matters as previously disclosed: a legal issue, a contractual matter, and a matter pertaining to Economic Development. The Chairman stated that no decisions were made, nor were any votes taken by County Council during Executive Session.

He called for further business to come before County Council, and hearing none, adjourned the meeting at 8:20 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 4/24/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

In the regular session of January 09, 2018, County Council awarded a construction contract to D&L Sitework, Inc. of Conway, SC for C-Fund Comprehensive Engineered Roadway Improvements, in the amount of \$956,100.00.

Change Order 01 is intended to add a 1-mile extension which runs from Macklen Ave, behind Bandage Court, over Riverwood & Bypass Hwy 17, then continues along Riverwood, to Old Kings Hwy, then North to the Public Park providing safer access to ball fields, /basketball courts, and picnic area.

CURRENT STATUS:

This project was developed in conjunction with Murrells Inlet 2020, and has been permitted by SC-DOT with LPA Grant funding provided up to \$50,000. The County awarded an Indefinite Delivery, Indefinite Quantity (IDIQ) agreement which includes these services to D&L Sitework, Inc. of Conway, SC as previously approved by Council. SC-DOT procedure allows the County to add change orders not to exceed 50% of the original contract value to an existing appropriate award that was properly bid. By doing so, we can proceed without a separate solicitation and award which will significantly expedite the process. The hope is to have the crosswalks in place prior to the busy Easter weekend, and the scheduled Murrells Inlet events which follow.

POINTS TO CONSIDER:

- 1) County Council awarded contract #16-099 to Coastal Asphalt LLC for \$194,197.00 in the regular session of 01/24/2017. This included a mix of CTC and Road User funds for "Non-Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ-FY17".
- 2) The bicycle path extension project runs from Macklen Ave, behind Bandage Court, over Riverwood & Bypass Hwy 17, then continues along Riverwood, to Old Kings Hwy, then North to the Park (ball fields/basketball/picnic area). the additional Phase 1 segment is exactly one (1) mile, and will provide a safe way for kids, families, to ride, walk to Murrells Inlet's only park/ball fields/basketball/playground/picnic area. It will also provide the beginning for phase 2 which will take the path to Wachesaw Road Roundabout, connecting all those communities by foot or bike to park, hospital, restaurant and business area of MI.
- 3) The CTC Pin number allocates up to \$50,000 in payment for the project. Anything over that amount would be the responsibility of the Murrells Inlet 2020 committee.

FINANCIAL IMPACT:

C PCN P032222 has been received from the SC-DOT to authorize funding up to \$50,000. The County will designate G/L Project No. 420.901-50718 for the tracking of costs and any amount over the \$50,000 allocated by the CTC will be reimbursed to the County by Murrells Inlet 2020.

OPTIONS:

- 1) Approve Change Order 01 in the amount of \$57,591.60 to Contract #16-099 previously awarded to Coastal Asphalt, LLC of Conway, SC for the addition of four (4) pedestrian crosswalks and emphasized demarcation of bicycle lanes in the heaviest vehicle traffic areas; OR
- 2) Decline to approve the Change Order.

STAFF RECOMMENDATIONS:

The specifications and requirements are those developed by the members of the Murrells Inlet 2020 Committee, and reviewed by the County Administrator and the Chair of the County Council Public Works Committee. The community is anxious that the work be complete as soon as possible.

ATTORNEY REVIEW:

Yes

Item Number: 6.b
Meeting Date: 4/24/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Contract No. 13-010S, Task Order 27: Regional Parks Phase II Preliminary Design

CURRENT STATUS:

- 1) The County originally awarded SGA Architecture the agreement to provide general oversight for the Regional Parks Engineering and Site Development, while other firms oversaw various sites by region. The primary SGA associate who coordinated that work was Ms. Jenny Horne, PLA, who is a specialist in parks, playing fields, and sports surfaces.
- 2) The County is about to begin preliminary Phase II work on certain park locations to keep pace with the level of use and growth in the communities served by those facilities. It will be in the County's best interest to make use of the accumulated project history along with the "as built" projects drawings that remain archived by the County.
- 3) Ms. Horne is currently an associate at Stantec Consulting of North Charleston, a firm with whom the County has an Independent Delivery Indefinite Quantity (IDIQ) agreement for Civil Engineering Services, "As Needed", No. 13-010S.
- 4) The County wishes to utilize agreement No. 13-010S for engineering services for the expansion of Olive Park in Andrews, and additional facilities to be placed at the Beck Recreation Center field.
- 5) The preliminary Phase II work will add a multifunction field to Olive Park in Andrews, SC; and a multifunction field with a track in the site adjacent to the Beck Recreation Center in Georgetown, SC.
- 6) Stantec will provide a Schematic Plan, Construction Documents, Construction Manual, Permitting, Bidding & Contract services, and Construction Administrative Services for each locations.
- 7) Actual construction services will be bid and awarded separately following established appropriate approvals.

POINTS TO CONSIDER:

- 1) In utilizing this task order under the existing "As Needed" contract award, the Parks and Recreation Department intends to develop construction documents for bidding the addition of a single multi-purpose field at the Olive Park site in Andrews, SC and adding a multifunction field surrounded by a track facility at the Beck Recreation Center in Georgetown.
- 2) A further addition of (2) 300-foot baseball fields at Eight Oaks Regional Park will be considered separately at a slightly later date.

FINANCIAL IMPACT:

Funding is part of the Capital Improvement Project (CIP) funding as previously approved, as below:

Beck Recreation Center: 79019.3015 50427 @ \$54,500.00

Olive Park: 79053.3015 50427 @ \$25,250.00

These items are fully funded.

OPTIONS:

1) Approve Contract #13-010S, Task Order No. 27, to Stantec Consulting for the development of planning and construction documents as needed for the preliminary Phase II Parks Construction for Beck Recreation Center and Olive Park, to total \$79,750.00;

-OR-

2) Decline to approve design and construction documents for the preliminary Phase II work.

STAFF RECOMMENDATIONS:

Parks and Recreation has a successful history with the design team named for the project by Stantec Consulting Services. Further staff is confident this approach will result in potential design cost savings, as well as provide a final quality project at all locations.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ Owner's Summary Cost Worksheet	Backup Material
▢ Recommendation from Ms. Goodale	Backup Material
▢ 13-010S, Task Order 27 for Consideration	Backup Material

Beck Recreation Center, Georgetown		
Task 01	Schematic Plan	\$ 7,900.00
Task 02	Construction Documents	\$ 17,500.00
Task 03	Construction Manual	\$ 3,500.00
Task 04	Permitting	\$ 6,300.00
Task 05	Bidding & Contract	\$ 4,000.00
Task 06	Construction Administrative Services	\$ 15,300.00
	Total to G/L 79019.3015 50427	\$ 54,500.00

Olive Park, Andrews

Task 01	Schematic Plan	\$ 4,100.00
Task 02	Construction Documents	\$ 12,500.00
Task 03	Construction Manual	\$ 1,000.00
Task 04	Permitting	\$ -
Task 05	Bidding & Contract	\$ -
Task 06	Construction Administrative Services	\$ 7,650.00
	Total to G/L 79053.3015 50427	\$ 25,250.00

**GEORGETOWN COUNTY
SOUTH CAROLINA**

TO: KYLE PRUFER
FROM: BETH GOODALE *B. Goodale*
SUBJECT: REGIONAL PARKS PHASE II PRELIMINARY DESIGN / FIELD
PROJECTS
DATE: 4/17/2018

**TASK ORDER NO 13-010S TASK ORDER 27
REGIONAL PARKS PRELIMINARY DESIGN**

Multipurpose field project design is required for Beck Track & Field and Olive Park field projects.

Both projects include design of a large athletic field that is designed for multiple uses including football, flag football, soccer, lacrosse, kickball and other field based sports in addition to gatherings festivals and community events. The Beck project will also include a track. Both projects require appropriate irrigation, drainage and parking.

Use of one field design team for these projects is preferable as staff are confident this approach will result in potential design cost savings as well as a similar quality project at all locations.

Staff have worked with this design team under Contract No. 13-010S IDIQ and have found the services to satisfactorily meet all requirements.



Georgetown County, South Carolina

Execution of Contract Change or Adjustment

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

Contract #	Sequence #	Amendment #
13-010S	27	
Project #	GL Account	Purchase Order
Phase II Parks	As Below*	2018-00000509
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$870,142.00	\$79,750.00	\$949,892.00

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>[Signature]</i>	04/17/18
Change Originator:		

Beck Recreation Center: 79019.3015 50427 @ \$54,500.00
Olive Park: 79053.3015 50427 @ \$25,250.00

Consultant Name:	STANTEC CONSULTING SERVICE INC
Contract Title:	13-010S, Civil Engineering Services, IDIQ
Task Order Name:	Phase II Construction: Beck Recreation Center and Olive Park
Scope of Work:	In utilizing this task order under the existing "As Needed" contract award, the Parks and Recreation Department intends to develop construction documents for bidding the addition of a single multi-purpose field at the Olive Park site in Andrews, SC and adding a multifunction field surrounded by a track facility at the Beck Recreation Center in Georgetown.
List Authorized Sub-Consultants:	n/a
Deliverables:	See two (2) attached proposals and scope of services.
Justification for Change:	The County is about to begin preliminary Phase II work on certain park locations to keep pace with the level of use and growth in the communities served by those facilities. It will be in the County's best interest to make use of the accumulated project history along with the "as built" projects drawings that remain archived by the County.
Start Date: NTP	Completion Date: TBD

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

Georgetown County, SC Signatures:		Stantec Consulting Services	
Digital by Email	04/17/18	Digital as Attached	04/11/18
	Date	(Signature)	Date
Beth Goodale Director of Parks & Recreation			
	04/26/18		
	Date		
Johnny Morant, Chairman Georgetown County Council		NOTES: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.	

Beck Recreation Center, Georgetown		
Task 01	Schematic Plan	\$ 7,900.00
Task 02	Construction Documents	\$ 17,500.00
Task 03	Construction Manual	\$ 3,500.00
Task 04	Permitting	\$ 6,300.00
Task 05	Bidding & Contract	\$ 4,000.00
Task 06	Construction Administrative Services	\$ 15,300.00
	Total to G/L 79019.3015 50427	\$ 54,500.00

Olive Park, Andrews		
Task 01	Schematic Plan	\$ 4,100.00
Task 02	Construction Documents	\$ 12,500.00
Task 03	Construction Manual	\$ 1,000.00
Task 04	Permitting	\$ -
Task 05	Bidding & Contract	\$ -
Task 06	Construction Administrative Services	\$ 7,650.00
	Total to G/L 79053.3015 50427	\$ 25,250.00



Stantec Consulting Services, Inc.
4969 Centre Pointe Drive Suite 200
North Charleston, SC 29418-6952
Tel: (843) 740-7700
Fax: (843) 740-7707

April 11, 2018

Beth Goodale

Recreation & Community Services Director
2030 Church Street
Georgetown, SC 29440

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field and track at Beck Center, Georgetown, South Carolina

Dear Ms. Goodale,

Stantec is pleased to submit this proposal for the Engineering, Bidding and Construction Administrative Services associated with the multi-purpose field and six lane track located at the Beck Center, Georgetown South Carolina. Included in this proposal is a brief description of the project, the proposed scope of services, associated cost, and terms and conditions of the agreement. Stantec respectfully requests that your written authorization be received prior to start of any work. The signed contract may be sent to the below address. This signed contract shall serve as our notice to proceed.

Project Information

The County would like to provide a grassed multipurpose field with a six lane asphalt running track. The field and track will be lit with appropriate sports lighting. In addition, the current basketball court will be replaced, a new proposed concession/restroom/pavilion will be included, and parking considerations will be addressed.

Please see the detailed breakdown below. The cost of services has been based on the below assumptions:

- Survey: The Client will contract directly with their surveyor and survey effort is not included in this proposal.
- Geotechnical Investigation: A Geotechnical investigation is not included in this proposal however one will be required. Stantec assumes that the County will subcontract this effort.
- Wetlands: It is assumed that there are no wetlands on the property and that a jurisdictional determination (JD) will not be required at the site.
- Architecture: It is assumed that the concession/restroom/shelter will be a pre-fabricated building. Stantec has assumed coordination time with vendor only. All structural, MEP and Architecture and permitting are assumed to be included with pre-fabricated building services by Others.



April 11, 2018
Ms. Beth Goodale
Page 2 of 7

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field and track at Beck Center, Georgetown, South Carolina

Scope of Services

Stantec will provide the following scope of work on the referenced property:

Task 1: Schematic Plan

Stantec will participate in a meeting with the Client on site to discuss full program and expectations prior to beginning schematic design. **(Estimated 1 meeting)**

Site Plan:

Stantec will prepare a concept/schematic design (maximum of two options) which will depict proposed improvements. The layout will site the recreational program elements in the proper sun orientation, address pedestrian connections, existing and new facilities and schematic grading strategies will be studied as well.

Architecture:

Stantec will present options for pre-fabricated concessions/restrooms/shelters to review and discuss. It is assumed that a pre-fabricated building is desired.

Site Lighting:

Stantec will present options for sports field lighting. This will include cut sheets on general specifications and approximate locations on site plan.

A schematic estimate of probable cost will be presented to the Client for review.

Stantec will meet with the Client to review options and estimate of cost. From this meeting, the Client will have selected their preferred option (could possibly be a combination of ideas from both concepts). We will then incorporate comments before moving into construction documents and receive the Client's approval before proceeding **(1 Client meeting estimated)**

Task 2: Construction Documents

From the review/comments received from the Client and regulatory review agencies Stantec will prepare construction documents which shall include:

- a. Cover Sheet/Notes and Existing Conditions
- b. Erosion Control/Sediment Plan
Prepare a Comprehensive Stormwater Pollution Prevention Plan (CSWPPP) and an Erosion Plan. The CSWPPP will be prepared in accordance with the requirements set forth by DHEC. No SWPPP inspections are included in this proposal.
- c. Demolition Plan
- d. Site Plan (Layout plans may include sidewalks/plazas, seat walls and athletic court and field)



April 11, 2018
Ms. Beth Goodale
Page 3 of 7

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field and track at Beck Center, Georgetown, South Carolina

- e. Grading Plan
 - f. Utility Plans (water/storm/sewer)
 - g. Planting Plan, Planting Schedule, and Details
 - h. Irrigation Plan and details
 - i. Landscape Construction Details
 - j. Sports Lighting (Site Electrical)
 - k. Coordination of Pre-fabricated building plans/layout (by others)
 - l. Final specifications
 - m. Estimate of Probable Cost (Review Only of Client's estimators cost)
-
- a. Stantec will facilitate a QA/QC review for drawings completeness and coordination.
 - b. Construction Plans will be submitted to Client for review and comment. **(1) One meeting is estimated.**
 - c. Stantec will revise our final construction document set based on the Client comments. The final submittal will be prepared for bidding documents.

Task 3: Construction Manual

Stantec will provide a Construction Manual to accompany the construction plans for bidding and construction. The Manual will include specifications required to construct the various aspects of the project and will also include contract documents for construction.

Task 4: Permitting/Regulatory (Concurrent with Olive Park)

Stantec will assist the County with permitting. Stantec anticipates the following permits will be required for this project:

- SCDHEC Bureau of Water, Coastal Division – NPDES coverage
- SCDHEC-OCRM – Coastal Zone Consistency (CZC)
- City of Georgetown Planning and Zoning Approval
- City of Georgetown Engineering Approval
- City of Georgetown Building Permit (assistance in obtaining approval with pre-fabricator vendor)

Task 5: Bidding and Negotiations (Concurrent with Olive Park)

Stantec will assist the Owner in bidding and negotiations. Stantec will attend one (1) pre-bid meeting and will respond to RFI's from contractors. Stantec will also attend the bid opening with the County to review bids and follow up with recommendations are required.

Once a contractor is selected, Stantec will assist in preparing contract documents for execution.

Task 6: Construction Administrative Services (Concurrent with Olive Park)



April 11, 2018
Ms. Beth Goodale
Page 4 of 7

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field and track at Beck Center, Georgetown, South Carolina

Stantec will provide Construction Administrative services for the County to ensure that the contractor is executing the contract and is building the project per the approved design plans and specifications. These services include:

- Attendance at one (1) pre-construction meeting
- Reviewing and responding to contractor submitted submittals and shop drawings
- Responding to RFI's
- Attending regularly scheduled progress meetings between the County and the contractor. For pricing, Stantec assumes that this project will be a 6-month project and progress meetings will take place twice a month. We have included the attendance of 12 progress meetings.
- After progress meetings, a site visit will be conducted. No other site visits or observation is included in the scope of service. Full time or part time observation is not included.
- One substantial completion site meeting is included. From this meeting a punch list/meeting notes will be distributed to contractor for completion.
- One completion site meeting is included which will finalize all punch items and complete the project close out.

FEE PROPOSAL

This is a Fixed Fee contract except for items noted otherwise. Stantec will request Client's authorization prior to increasing the Hourly budgets.

Task 1: Schematic Plan	\$7,900
Task 2: Construction Documents	\$17,500
Task 3: Construction Manual	\$3,500
Task 4: Permitting	\$6,300
Task 5: Bidding and Contract	\$4,000
Task 6: Construction Administrative Services	\$15,300

Reimbursable Expenses- Reimbursable (Time and Materials + 10%)

Invoices will be sent each month based upon estimated percentage completion of work for lump sum fees, plus reimbursable expenses and actual hours worked on the hourly/ time and materials, plus reimbursable expenses. Client requested large format printing and copying, and any



April 11, 2018
Ms. Beth Goodale
Page 5 of 7

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field and track at Beck Center, Georgetown, South Carolina

additional services based on hourly rates. Invoices are due 30 days following the date of the invoice.

ADDITIONAL (OUT OF SCOPE) SERVICES

Stantec will bill on an hourly basis, or on an agreed lump sum fee, for any services that are not part of the Basic Services outlined above (please refer to attached Billing Schedule). Stantec will submit a written cost proposal and seek Client's written authorization prior to proceeding with the work. Hourly rates and additional services include, but are not necessarily limited to, the following:

1. Any services specifically not mentioned above
2. Color renderings of any kind
3. Topographic survey of the parcel outside of what is needed for the football and soccer fields.
4. Asbestos survey reports for the existing structures on site, or any environmental inspections or reports required for the demolition of the existing structures.
5. Land Planning Services beyond those stipulated in the above scope
6. Professional services required because of modification to the site layout or other facilities by the owner, architect, or other stakeholders after design has commenced. The efforts required to bring the design or permitting back to the point where it was at the time of the requested modification will be communicated to the Client and charged at the hourly rates shown herein.
7. Major revisions due to architectural changes
8. Underground utility location
9. Sign permitting. Client shall determine prior to commencement of design where signage is desired so an area may be left available and shown on the plans.
10. Design of offsite improvements of any kind
11. Sanitary Sewer Pump station design or on-site water/sewer well and septic or treatment systems, which may be required, based on topography and available sewer and water service
12. Building staking plans or construction staking
13. Geotechnical Engineering Services. Note: Geotechnical monitoring for compaction, proof-rolling etc. will be required with documentation for engineering final sign off for any private or public roadways.
14. Environmental Services, including Phase I Environmental Site Assessments, Environmental Impact Statements (EIS) or Environmental Site Assessments (ESA)
15. Architectural / Archeological Services, including Cultural Resource or Endangered Species Surveys
16. Structural Engineering Services, including retaining wall design or design of any specialty Stormwater management structure or device
17. SWPPP Inspections



April 11, 2018
Ms. Beth Goodale
Page 6 of 7

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field and track at Beck Center, Georgetown, South Carolina

18. Mechanical and Plumbing Design, including but not limited to design or coordination of dry site utilities that may be required, such as power, communications, etc.
19. Building Code Compliance
20. Certifications at the completion of construction for legal documents or zoning verifications for engineering compliance shall be additional services hourly as applicable.
21. Testing fees by laboratories, drawing reproducible, colored renderings or other reprographics
22. Additional Engineering and Surveying Services not explicitly defined in above scope

ACCEPTANCE

We are truly excited at this opportunity and look forward to working with you. If the scope and fees, along with the attached rate tables and Professional Services Terms and Conditions, are acceptable to you, please sign below and return a copy to my office. Please do not hesitate to contact me if you need additional information or have questions.

Stantec appreciates the opportunity to submit this proposal and looks forward to working with you on this project. Please call me at (843) 740-7700 should you have any questions.

Sincerely,

STANTEC CONSULTING SERVICES, INC.

Jenny Horne, PLA
Associate, Senior Landscape Architect
Tel: (843) 740-7700
Fax: (843) 740-7707
Jenny.Horne@Stantec.com



April 11, 2018
Ms. Beth Goodale
Page 7 of 7

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field and track at Beck Center, Georgetown, South Carolina

**STANDARD
BILLING RATE SCHEDULE TABLE
2018**

BILLING RATES	
CLASSIFICATION	BILLING RATE (\$ Per Hour)
Professional	Rate
Senior Associate / Senior Project Manager / Professional Engineer	\$156
Project Manager / Landscape Architect	\$151
Design Engineer / Landscape Architect / Land Planner	\$144
Landscape Architect	\$129
Associate	\$115
Technician	\$108

Notes:

- 1) Billing Rates indicated above are applicable to hourly services not included in the attached Scope of Services.
- 2) Note: Rates are subject to increase at the start of each new calendar year.



Stantec Consulting Services, Inc.
4969 Centre Pointe Drive Suite 200
North Charleston, SC 29418-6952
Tel: (843) 740-7700
Fax: (843) 740-7707

April 11, 2018

Beth Goodale

Recreation & Community Services Director
2030 Church Street
Georgetown, SC 29440

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field at Olive Park, Georgetown County South Carolina

Dear Ms. Goodale,

Stantec is pleased to submit this proposal for the Engineering, Bidding and Construction Administrative Services associated with the multi-purpose field at Olive Park in Andrews, South Carolina. Included in this proposal is a brief description of the project, the proposed scope of services, associated cost, and terms and conditions of the agreement. Stantec respectfully requests that your written authorization be received prior to start of any work. The signed contract may be sent to the below address. This signed contract shall serve as our notice to proceed.

Project Information

Olive Park – The County would like to provide one (1) multiple purpose field with grass parking. Field lighting is desired as well.

Please see the detailed breakdown below. The cost of services has been based on the below assumptions:

- Survey: The Client will contract directly with their surveyor and survey effort is not included in this proposal.
- Geotechnical Investigation: A Geotechnical investigation is not included in this proposal however one will be required. Stantec assumes that the County will subcontract this effort.
- Wetlands – Olive Park: There are wetlands present and the jurisdictional determination(JD)dated May 17, 2011 has expired. Stantec assumes that the Client will contract separately to obtain a new JD letter for Olive Park.
- Architecture: It is assumed that no building will be required.
- Stantec assumes that both Beck Center and Olive Park would be bid and constructed simultaneously as one park package.

Scope of Services

Stantec will provide the following scope of work on the referenced property:



Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field at Olive Park, Andrews, South Carolina

Task 1: Schematic Plan

Stantec will participate in a meeting with the Client on site to discuss full program and expectations prior to beginning schematic design. **(Estimated 1 meeting)**

Olive park

Site Plan:

Stantec will prepare a schematic design for the field based on the master plan. The layout will site the recreational program elements in the proper sun orientation, address pedestrian connections, existing and new facilities and schematic grading strategies will be studied as well.

Site Lighting:

Stantec will present options for sports field lighting. This will include cut sheets on general specifications and approximate locations on site plan.

Stantec will meet with the Client to review options and estimate of cost. From this meeting, the Client will have selected their preferred option (could possibly be a combination of ideas from both concepts). We will then incorporate comments before moving into construction documents and receive the Client's approval before proceeding **(1 Client meeting estimated)**

Task 2: Construction Documents

From the review/comments received from the Client and regulatory review agencies Stantec will prepare construction documents which shall include:

- a. Notes and Existing Conditions
- b. Erosion Control/Sediment Plan
Prepare a Comprehensive Stormwater Pollution Prevention Plan (CSWPPP) and an Erosion Plan. The CSWPPP will be prepared in accordance with the requirements set forth by DHEC. No SWPPP inspections are included in this proposal.
- c. Demolition Plan (if required)
- d. Site Plan (Layout plans may include sidewalks/plazas, seat walls and athletic court and field)
- e. Grading Plan
- f. Utility Plans (water/storm/sewer)
- g. Planting Plan, Planting Schedule, and Details (assumes minimal plantings)
- h. Irrigation Plan and details
- i. Sports Lighting (Site Electrical)
- j. Final specifications
- k. Estimate of Probable Cost (Review Only of Client's estimators cost)



Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field at Olive Park, Andrews, South Carolina

- a. Stantec will facilitate a QA/QC review for drawing completeness and coordination.
- b. Construction Plans will be submitted to Client for review and comment. **(1) One meeting is estimated.**
- c. Stantec will revise our final construction document set based on the Client comments. The final submittal will be prepared for bidding documents.

Task 3: Construction Manual

Stantec will provide a Construction Manual to accompany the construction plans for bidding and construction. The Manual will include specifications required to construct the various aspects of the project and will also include contract documents for construction.

Task 4: Permitting/Regulatory (Concurrent with Beck Center)

Stantec will assist the County with permitting. Stantec anticipates the following permits will be required for this project:

- SCDHEC Bureau of Water, Coastal Division – NPDES coverage
- SCDHEC-OCRM – Coastal Zone Consistency (CZC)
- City of Georgetown Planning and Zoning Approval
- City of Georgetown Engineering Approval
- City of Georgetown Building Permit (assistance in obtaining approval with pre-fabricator vendor)

Task 5: Bidding and Negotiations (Concurrent with Beck Center)

Stantec will assist the Owner in bidding and negotiations. Stantec will attend one (1) pre-bid meeting and will respond to RFI's from contractors. Stantec will also attend the bid opening with the County to review bids and follow up with recommendations are required.

Once a contractor is selected, Stantec will assist in preparing contract documents for execution.

Task 6: Construction Administrative Services (Concurrent with Beck Center)

Stantec will provide Construction Administrative services for the County to ensure that the contractor is executing the contract and is building the project per the approved design plans and specifications. These services include:

- Attendance at one (1) pre-construction meeting
- Reviewing and responding to contractor submitted submittals and shop drawings
- Responding to RFI's
- Attending regularly scheduled progress meetings at the project sites between the County and the contractor. For pricing, Stantec assumes that this project will be a nine (9)-month project and progress meetings will take place twice a month. We have included the attendance of 18 progress meetings.



Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field at Olive Park, Andrews, South Carolina

- No other site visits or observation is included in the scope of service. Full time or part time observation is not included.
- One substantial completion site meeting is included for each park site. From this meeting a punch list/meeting notes will be distributed to contractor for completion.
- One final completion site meeting at each park site is included which will finalize all punch items and complete the project close out.

FEE PROPOSAL

This is a Fixed Fee contract except for items noted otherwise. Stantec will request Client's authorization prior to increasing the Hourly budgets.

Task 1: Schematic Plan	\$4,100
Task 2: Construction Documents	\$12,500
Task 3: Construction Manual	\$1,000
Task 4: Permitting (assume concurrent with Beck Center)	\$0
Task 5: Bidding and Contract (assume concurrent with Beck Center)	\$0
Task 6: Construction Administrative Services (assumes concurrent with Beck Center)	\$7,650

Reimbursable Expenses- Reimbursable (Time and Materials + 10%)

Invoices will be sent each month based upon estimated percentage completion of work for lump sum fees, plus reimbursable expenses and actual hours worked on the hourly/ time and materials, plus reimbursable expenses. Client requested large format printing and copying, and any additional services based on hourly rates. Invoices are due 30 days following the date of the invoice.

ADDITIONAL (OUT OF SCOPE) SERVICES

Stantec will bill on an hourly basis, or on an agreed lump sum fee, for any services that are not part of the Basic Services outlined above (please refer to attached Billing Schedule). Stantec will submit a written cost proposal and seek Client's written authorization prior to proceeding with the work. Hourly rates and additional services include, but are not necessarily limited to, the following:

1. Any services specifically not mentioned above
2. Color renderings of any kind



April 11, 2018
Ms. Beth Goodale
Page 5 of 7

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field at Olive Park, Andrews, South Carolina

3. Topographic survey of the parcel outside of what is needed for the football and soccer fields.
4. Asbestos survey reports for the existing structures on site, or any environmental inspections or reports required for the demolition of the existing structures.
5. Land Planning Services beyond those stipulated in the above scope
6. Professional services required because of modification to the site layout or other facilities by the owner, architect, or other stakeholders after design has commenced. The efforts required to bring the design or permitting back to the point where it was at the time of the requested modification will be communicated to the Client and charged at the hourly rates shown herein.
7. Major revisions due to architectural changes
8. Underground utility location
9. Sign permitting. Client shall determine prior to commencement of design where signage is desired so an area may be left available and shown on the plans.
10. Design of offsite improvements of any kind
11. Sanitary Sewer Pump station design or on-site water/sewer well and septic or treatment systems, which may be required, based on topography and available sewer and water service
12. Building staking plans or construction staking
13. Geotechnical Engineering Services. Note: Geotechnical monitoring for compaction, proof-rolling etc. will be required with documentation for engineering final sign off for any private or public roadways.
14. Environmental Services, including Phase I Environmental Site Assessments, Environmental Impact Statements (EIS) or Environmental Site Assessments (ESA)
15. Architectural / Archeological Services, including Cultural Resource or Endangered Species Surveys
16. Structural Engineering Services, including retaining wall design or design of any specialty Stormwater management structure or device
17. SWPPP Inspections
18. Mechanical and Plumbing Design, including but not limited to design or coordination of dry site utilities that may be required, such as power, communications, etc.
19. Building Code Compliance
20. Certifications at the completion of construction for legal documents or zoning verifications for engineering compliance shall be additional services hourly as applicable.
21. Testing fees by laboratories, drawing reproducible, colored renderings or other reprographics
22. Additional Engineering and Surveying Services not explicitly defined in above scope



April 11, 2018
Ms. Beth Goodale
Page 6 of 7

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field at Olive Park, Andrews, South Carolina

ACCEPTANCE

We are truly excited at this opportunity and look forward to working with you. If the scope and fees, along with the attached rate tables and Professional Services Terms and Conditions, are acceptable to you, please sign below and return a copy to my office. Please do not hesitate to contact me if you need additional information or have questions.

Stantec appreciates the opportunity to submit this proposal and looks forward to working with you on this project. Please call me at (843) 740-7700 should you have any questions.

Sincerely,

STANTEC CONSULTING SERVICES, INC.

Jenny Horne, PLA
Associate, Senior Landscape Architect
Tel: (843) 740-7700
Fax: (843) 740-7707
Jenny.Horne@Stantec.com



April 11, 2018
Ms. Beth Goodale
Page 7 of 7

Reference: Proposal for Civil Engineering, Bidding and Construction Administrative Services for Multi-Purpose field at Olive Park, Andrews, South Carolina

**STANDARD
BILLING RATE SCHEDULE TABLE
2018**

BILLING RATES	
CLASSIFICATION	BILLING RATE (\$ Per Hour)
Professional	Rate
Senior Associate / Senior Project Manager / Professional Engineer	\$156
Project Manager / Landscape Architect	\$151
Design Engineer / Landscape Architect / Land Planner	\$144
Landscape Architect	\$129
Associate	\$115
Technician	\$108

Notes:

- 1) Billing Rates indicated above are applicable to hourly services not included in the attached Scope of Services.
- 2) Note: Rates are subject to increase at the start of each new calendar year.

Item Number: 6.c
Meeting Date: 4/24/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement No. 15-010, Fire Station for Big Dam Swamp Community - Prime Contractor

CURRENT STATUS:

The County committed to establishing a manned fire station to serve the Big Dam Swamp Community from the Capital Project Sales Tax Fund. This station would be operated by Georgetown County Fire and EMS, District 1.

POINTS TO CONSIDER:

- 1) It was determined that the County would replicate the existing fire station in the Plantersville Community currently operated by County Fire.
- 2) The County approached Tych and Walker Architects who designed and developed the construction documents for the Plantersville station to adapt the construction documents to the current building code and geotechnical requirements. This option was believed in the best interest of the County in lieu of starting the project from scratch.
- 3) To further maximize cost savings to the extent possible, Tych and Walker developed the building plans, while the County's Capital Projects engineer developed the civil site plans.
- 4) The County acquired property (TMS 02-0409-020-04-11) of approximately 2.16 acres, which will front on a realigned Big Dam Swamp Drive, and connects to County Line Road. The fire station is estimated to require approximately one (1) acre, with the balance reserved for a future possible Environmental Recycling and Convenience Center.
- 5) There were ten (10) General Contractor firms registered in attendance at the mandatory pre-bid conference, which rendered them eligible to submit a proposal:
 - (a) Hanco of SC of Myrtle Beach, SC;
 - (b) J F Contractors LLC of Sumter, SC;
 - (c) Gilbert and Fields Construction of Florence, SC;
 - (d) Consensus Construction of Myrtle Beach, SC;
 - (e) JMS Constructors of Myrtle Beach, SC;
 - (f) Sellers General Construction of Conway, SC;
 - (g) Ben Cox Company of Andrews, SC;
 - (h) Coastal Structures Corporation of Georgetown, SC;
 - (i) CP&G of Georgetown, SC; and
 - (j) Benchmark Contracting of Charleston, SC.
- 6) There were six (6) proposals received at the Public Bid Opening & Tabulation on April 11, 2018. All were provided by "qualified" firms and all contained the requisite bid bond.

- (a) Hanco of SC of Myrtle Beach, SC;
- (b) Gilbert and Fields Construction of Florence, SC;
- (d) Consensus Construction of Myrtle Beach, SC;
- (e) Sellers General Construction of Conway, SC;
- (g) Coastal Structures Corporation of Georgetown, SC; and
- (i) Benchmark Contracting of Charleston, SC.

The owner's summary cost worksheet is attached showing various permutations of the costs submitted.

7) The County has already taken delivery on a rescue-pumper fire apparatus that is designated for this location, funded primarily by a SC Community Development Block Grant (CBDG) through the SC Department of Commerce.

FINANCIAL IMPACT:

This project is projected to come from the Capital Project Sales Tax collections, designated as project G/L 89007.50000.5000 50431. The original building construction estimate was \$650,000. However, additional code requirements such as a fire suppression sprinkler system and landscaping, plus requirements such as enhanced data and communications technology plus the current possibility of import tariffs on steel had an impact. The project will be fully funded from the original source.

OPTIONS:

1) Award to the low bid offeror, Coastal Structures of Georgetown, SC a construction contract based upon the base bid, two-apparatus bay station, plus the landscaping mandated by County Code, at a cost of \$946,600.00;

-OR-

2) Award to the low bid offeror, Coastal Structures of Georgetown, SC a construction contract based upon the base bid, deducting the second apparatus bay, resulting in a one-apparatus bay station, plus the landscaping mandated by County Code, at a cost of \$899,425.00;

-OR-

3) Decline to make an award.

STAFF RECOMMENDATIONS:

The County has a long and successful history with Coastal Structures of Georgetown. The review by Capital Projects, Emergency Services and Public Services concluded that the \$47,175 deduction that could be derived from reducing the facility from a two apparatus to a single bay facility would provide only a short term benefit. The cost to add an additional bay to the facility for later expansion would be far greater than the cost to include it now. Staff's recommendation is for construction of the facility as a two-bay facility, with landscaping as required by code, to total \$946,600.00 as Option 1 above.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Procurement Solicitation Approval	Backup Material
▣ Pre-Bid Attendance Sign-in for Qualified Vendors	Backup Material

- ▣ Public Bid Opening & Tabulation
- ▣ Owner's Summary Cost Worksheet
- ▣ Recommendation from Mr. Funnye

Backup Material

Backup Material

Backup Material



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement #15-010

Procurement for: Prime Contractor – Fire Station for Big Dam Swamp Community

Department: Public Services & Emergency Services (County Fire - District 1)

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$650,000.00 **FY** 18

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

☐-Cash Purchase

☐-Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
89007.50000.0500 50431	\$450,000.00

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

Department Director/Elected Official

10.19.17

Date

Purchasing

10-20-2017

Date

Finance Director

10/23/17

Date

County Administrator

10/26/17

Date

Kyle Prufer

From: Art Baker
Sent: Wednesday, October 18, 2017 12:36 PM
To: Ray C. Funnye; Kyle Prufer
Cc: Matthew Miele; Michael Walker (Tych & Walker)
Subject: Budget for Big Dam FS

Ray and Kyle,
Pre discussions with Michael this morning:

- **Bid Alternate (Bay)**
 - It is too complicated (drawings) to have the Base Bid as 1 Bay + Add Alternate for additional Bay
 - The main cost is the doors
 - The end wall is required either way
 - Therefore, T&W is preparing drawings for Base Bid as 2 Bay – Deduct Alternate for removing 1 Bay (approx. 2 sheets)
- **Items Not Included in Bid**
 - See highlighted items in budget below.
- **Budget**
 - What is the budget for this project?
 - Based on recent bidding, Gas Generator is approx.. \$8,000 more. Therefore, we recommend Diesel Generator.
 - We are preparing a more detailed cost estimate, but at this time, the budget is as follows:

Water Utilities - Big Dam Swamp Fire Station					
Cost Estimate					
No.	Description	Qty	Unit	Unit Cost	Total Cost
1	Building Cost	1	LS	\$ 650,000	\$ 650,000
2	Appliances (Washer/Drier/Oven)	1	LS		By County
3	Data Wiring	1	LS		By County
4	Furniture (Bunks/Tables/Chairs)	1	LS		By County
5	County Permit Fees (Fire/Impact Fees/Building Dept.)	1	LS		Waived
6	Water Services/Fire Hydrant/Post Indicator/Post Hydrant/Hot Box/Flow Switch/tamper switch	1	LS	\$ 25,000	\$ 25,000
7	Site Civil	1	LS	\$ 200,000	\$ 200,000
Subtotal					\$ 875,000
8	Road/Drieways/Offsite drainage (Funded Separately)	1	LS	\$ 300,000	\$ 300,000
Total					\$ 1,175,000

Please let us know if you have any objections/comments.
Michael is at a "stopping point" with finalizing his design drawings until we can confirm the above.

Thanks,

Ar

Art Baker, PE

Engineering and Capital Projects Manager

Department of Public Services

Office (843) 545-3255

abaker@gtcounty.org

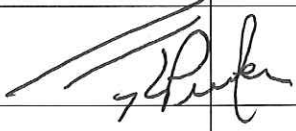
INNOVATION, LEADERSHIP AND TEAMWORK!





MANDATORY Pre-Bid Conference
Bid #15-010, General Contractor for Big Dam Swamp Community Fire Station
Wednesday, March 20, 2018 at 11:00 AM Eastern NIST

PLEASE PRINT LEGIBLY – YOUR E-MAIL IS IMPORTANT

<u>CONTACT NAME</u>	<u>COMPANY</u>	<u>PHONE</u>	<u>E-MAIL</u>	<u>TYPE</u> [✓]
Clint Smith	Hanco of SC Inc	843 236 7952	clint@hancoconstruction.com	G/C [✓] SUB []
Bob Mickle	LC5	843-461-6026	bobmickleplb@jmail.com	G/C [] SUB [✓]
Matt Dellinger	JF Contractors LLC	803-795-8648	mdellinger@JFContractors.com	G/C [✓] SUB []
Brent Weaver	Palmetto Corp (sitework)	843-365-2156	bweaver@palmettocorp.net	G/C [] SUB [✓]
ROBBIE NORRIS	GILBERT & FIELDS CON.	843- 669-3428	SHIRLEY@GILBERTFIELDS.COM	G/C [✓] SUB []
DAVID SKIL	CONSENSUS CONST	842-2511 2667	tdicks@consensusconstruction.com	G/C [✓] SUB []
MARK SMITH	JMS CONSTRUCTORS.	843-833-3073	MSMITH@JMSCONSTRUCTORS.COM	G/C [✓] SUB []
				G/C [] SUB []
				G/C [] SUB []



MANDATORY Pre-Bid Conference
Bid #15-010, General Contractor for Big Dam Swamp Community Fire Station
Wednesday, March 20, 2018 at 11:00 AM Eastern NIST

PLEASE PRINT LEGIBLY – YOUR E-MAIL IS IMPORTANT

<u>CONTACT NAME</u>	<u>COMPANY</u>	<u>PHONE</u>	<u>E-MAIL</u>	<u>TYPE</u> [√]
Johnny E. Sellers	Sellers General Const	843-385-2026	Sellers General Construction@yahoo.com	G/C <input checked="" type="checkbox"/> SUB <input type="checkbox"/>
Ron Miller	BEN Cox Company LLC	843-264-5947	RON @ BEN COX LLC . COM	G/C <input checked="" type="checkbox"/> SUB <input checked="" type="checkbox"/>
Marshall Esterline	COASTAL STRUCTURES	843-546-4491	Marshall@COASTALSTRUCTURES.com	G/C <input checked="" type="checkbox"/> SUB <input type="checkbox"/>
PRABHAKAR MORO	C PFG	843-545-1589	Century Prints @ Yahoo . com	G/C <input checked="" type="checkbox"/> SUB <input type="checkbox"/>
Edward Frasier III	Benchmark Contracting	⁶²⁸ 843- 652 5999	efrasier@cobblestoneconstruction.org howarde@benchmarkcontracting.org	<u>G/C</u> <input checked="" type="checkbox"/> SUB <input type="checkbox"/>
				G/C <input type="checkbox"/> SUB <input type="checkbox"/>
				G/C <input type="checkbox"/> SUB <input type="checkbox"/>
				G/C <input type="checkbox"/> SUB <input type="checkbox"/>
				G/C <input type="checkbox"/> SUB <input type="checkbox"/>
				G/C <input type="checkbox"/> SUB <input type="checkbox"/>



Public Bid Opening Tabulation
Bid No. 15-010, Fire Station for Big Dam Swamp Community
Wednesday, April 11, 2018 at 3:00 PM Eastern NIST

<u>Name of Company</u>	<u>Base Bid Proposal</u> Pg. 23, Line 1	<u>Add/Deduct Alternate #1</u> Pg. 23, Line 2	<u>Add/Deduct Alternate #2</u> Pg. 23, Line 3	<u>Comment(s)</u>
Consensus	\$ 1,087.00	\$ 45,000	\$ 20,000	
Coastal Structures	\$ 940,000	\$ 47,175	\$ 6,600	
Bench mark	\$ 1,148,000	\$ 44,280	\$ 24,676	
Sellers Construction	\$ 1,167,000	\$ 35,000	\$ 5,000	
Hanco, Inc	\$ 1,051,744	\$ 35,055	\$ 8,577	
Coilbert Construction	\$ 1,237,215	\$ 28,996	\$ 10,000	
	\$	\$	\$ <i>[Signature]</i>	

OPENED BY: *[Signature]*


WITNESS: *[Signature]*

Item	Consensus Construction	Coastal Structures	Benchmark Contracting	Sellers General Construction	Hanco, Inc.	Gilbert & Fields Construction
Base Bid Proposal	\$ 1,087,000.00	\$ 940,000.00	\$ 1,148,000.00	\$ 1,167,000.00	\$ 1,051,744.00	\$ 1,237,215.00
Alternate #1, <u>Delete</u> One Apparatus Bay	\$ (45,000.00)	\$ (47,175.00)	\$ (47,175.00)	\$ (35,000.00)	\$ (35,055.00)	\$ (28,996.00)
Alternate #2, <u>Add</u> Landscaping to Code	\$ 20,000.00	\$ 6,600.00	\$ 24,676.00	\$ 5,000.00	\$ 8,577.00	\$ 10,000.00
TOTAL for Single Bay Station	\$ 1,062,000.00	\$ 899,425.00	\$ 1,125,501.00	\$ 1,137,000.00	\$ 1,025,266.00	\$ 1,218,219.00
Base Bid Proposal	\$ 1,087,000.00	\$ 940,000.00	\$ 1,148,000.00	\$ 1,167,000.00	\$ 1,051,744.00	\$ 1,237,215.00
Alternate #2, Add Landscaping to Code	\$ 20,000.00	\$ 6,600.00	\$ 24,676.00	\$ 5,000.00	\$ 8,577.00	\$ 10,000.00
TOTAL for Two Bay Station	\$ 1,107,000.00	\$ 946,600.00	\$ 1,172,676.00	\$ 1,172,000.00	\$ 1,060,321.00	\$ 1,247,215.00
Qualified Bidder	√	√	√	√	√	√
Bid Bond Enclosed	√	√	√	√	√	√



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

Memorandum

To: Kyle Prufer
From: Ray C. Funnye 
File #: 316.16
Date: April 12, 2018
Re: Recommendation for Bid #15-010: Big Dam Swamp Community Fire Station

On April 11, 2018 Georgetown County Department of Public Services received six (6) bids for Bid #15-010 Big Dam Swamp Community Fire Station Project. The scope of work includes the construction of a new Fire Station (2 Bay) and associated site civil work (excluding road work). All bids were reviewed for compliance and completeness.

Coastal Structures Corporation submitted the lowest complete bid, in the amount of \$946,600, inclusive of Alternate #2 (addition for landscaping) and exclusive of Alternate #1 (deduct for 2nd bay).

Coastal Structures Corporation has successfully several projects for the County and is a recommended company.

Based on the aforementioned, I hereby recommend that the award of Bid #15-010 Big Dam Swamp Community Fire Station Project go to Coastal Structures Corporation, in the amount of \$946,600.

Item Number: 6.d
Meeting Date: 4/24/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement No. 18-026, Architectural Services, "As Needed" (RFQ)

CURRENT STATUS:

The County's existing agreement with Tych & Walker Architects (#13-009) was originally awarded on Tuesday, May 14, 2013, and has reached the end of the five (5) year maximum term. Architectural Services are anticipated to be used to implement various modifications to buildings and other structures in the County's inventory. These services are generally described as, but are not limited to: interior modifications and renovations including programming; exterior restorations and waterproofing; roofing improvements and repairs; walkway, roadway, and parking lot work associated with architectural services; architectural work associated with utilities; pre-engineered CMU and other small buildings; life safety system work; ADA upgrades and inspections; signage and wayfinding; and maintenance projects. The service was also vital in preparing for recent disaster response remediation.

POINTS TO CONSIDER:

- 1) This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county website, and a direct postal and e-mail notification was sent to all known offerors.
- 2) There were six (6) responses received and tabulated at the Public Bid Opening Tabulation on Wednesday, March 28, 2018:
 - (a) 1x1 Design, Inc. of Columbia, SC;
 - (b) Walsh Krowka Associates, Inc. of Georgetown, SC;
 - (c) LSP3 of Charleston, SC;
 - (d) SGA Architecture of Pawleys Island, SC;
 - (e) Tych and Walker, LPP of Pawleys Island, SC; and
 - (f) Boomerang Design of Lexington, SC.
- 3) An evaluation committee named by the County Administrator was comprised of the following members:
 - (a) Mr. James Coley, Engineering and Capital Projects Planner;
 - (b) Mr. Herb Puckett, Superintendent of Facility Services;
 - (c) Mr. Art Baker, Engineering/Capital Projects Manager;
 - (d) Mr. Matthew Miele, Projects Planner; and
 - (f) Mr. Ray Funnye, Director of Public Services.
- 4) Based on the rankings determined by the information provided in the original response documentation, the committee requested four (4) firms provide a presentation and participate in an interview process, held on Tuesday, April 10, 2018. Those firms were:
 - (a) Walsh Krowka Associates, Inc. of Georgetown, SC;

- (b) LSP3 of Charleston, SC;
- (c) SGA Architecture of Pawleys Island, SC; and
- (d) Tych and Walker, LPP of Pawleys Island, SC.

5) After the individual interviews and presentations, the committee independently rated the firms, then compiled and discussed their evaluation. The two firms that emerged as the most qualified to deliver architectural services as needed in a cost effective manner were Walsh Krowka Associates of Georgetown, and Tych and Walker Architects, LLP of Pawleys Island, SC.

FINANCIAL IMPACT:

Expenditure of previously budgeted funds. Each intended expenditure will need to be approved on its own merit following the standard procurement guidelines as established.

OPTIONS:

1) Award a Professional Services Agreement to both Walsh Krowka Associates of Georgetown, and Tych and Walker Architects, LLP of Pawleys Island, SC. for Architectural Services, "As Needed". Each future project's proposed costs will be negotiated and shall not to exceed the maximum hourly rates shown by exhibit in the Professional Services Agreement.

-OR-

2) Decline to make an award for as needed services.

STAFF RECOMMENDATIONS:

The committee named by the County Administrator followed the County's established RFQ (Request for Qualifications) procurement procedure in evaluating and recommending the responses received by the Purchasing Office. Staff's recommendation is for award to both Walsh Krowka Associates of Georgetown, and Tych and Walker Architects, LLP of Pawleys Island, SC. for Architectural Services, "As Needed". The County has a successful history with both firms. Additionally, both firms are located within the County affording prompt personal response and a knowledge of local background, essence, codes and permitting.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Public Bid Opening Tabulation	Backup Material
▣ Recommendation for Second Round Interviews	Backup Material
▣ Recommendation for Award	Backup Material



Public Bid Opening Tabulation
RFQ #18-026, Architectural Services, "As Needed"
Wednesday, March 28, 2018 @ 3:00PM Eastern Time

<u>OFFEROR</u>	<u>Qualifications Received [✓]</u>	<u>Comments</u>
IXI Design Inc	✓	
Walsh Krowka	✓	
LSP3	✓	
SGA	✓	
Tych & Walker	✓	
Boomerang Design // AP	✓	

OPENED BY: [Signature] WITNESS: Ann G. Puckett



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

Memorandum

To: Kyle Prufer
From: Ray C. Funnye
File #: 316.16
Date: April 3, 2018

A handwritten signature in blue ink, appearing to read 'Ray C. Funnye'.

Re: Shortlisting RFQ #18-026: Architectural Services, "As Needed"

On March 28, 2018, Georgetown County received six (6) responses for **RFQ #18-026: Architectural Services, "As Needed,"** from: 1X1 Design, Inc., Walsh Krowka Architects, LS3P, SGA Architecture, Tych & Walker Architects, LLP, and Boomerang Design, P.A. All six bid packages were found to be complete.

The review committee approved by the County Administrator shortlisted the bids to the following four (4) bidders after a through individual evaluation process and compilation and analysis of these rankings: Walsh Krowka Architects, LS3P, SGA Architecture, and Tych & Walker Architects, LLP.

Please schedule interviews as soon as possible with each of the four bidders listed above for the second portion of the review committee's evaluation process. After our meetings, the committee will recommend the most qualified firm(s) for the RFQ.



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

Memorandum

To: Kyle Prufer
From: Ray C. Funnye
File #: 316.16
Date: April 13, 2018
Re: Bid Recommendation for Bid #18-026: Architectural Services "As Needed"

On April 10, 2018, the County Administrator-appointed evaluation committee met with the four shortlisted candidates for **RFQ #18-026: Architectural Services "As Needed."** Hour-long interviews were conducted with: Walsh Krowka Architects, LS3P, SGA Architecture, and Tych & Walker Architects, LLP.

After the individual interviews, the committee independently rated the four firms, and then compiled and discussed their evaluations. The two firms that emerged as most qualified to deliver architectural services as needed in a cost-effective manner were Walsh Krowka Architects and Tych & Walker Architects, LLP.

Based on the aforementioned, I recommend awarding Bid #18-026: Architectural Services "As Needed," to both Walsh Krowka Architects and Tych & Walker Architects, LLP.

Item Number: 8.a
Meeting Date: 4/24/2018
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Economic Development Alliance Board

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
There is currently a vacancy on the Economic Development Alliance Board representing Council District 3. Councilman Everett Carolina would like to nominate Titus Brown, Jr. to fill this seat.

Mr. Brown's application for service on this Board is provided.

- OPTIONS:**
1. Ratify appointment of Titus Brown, Jr. to serve on the Economic Development Alliance Board (representing Council District 3).
 2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:
Recommendation to ratify appointment of Titus Brown, Jr. to serve on the Economic Development Alliance Board (representing Council District 3).

ATTACHMENTS:

Description	Type
<input type="checkbox"/> T Brown Jr. Application	Backup Material



**QUESTIONNAIRE FOR
BOARD / COMMISSION**
PLEASE PRINT

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

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

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

Name: Titus NMN Brown, Jr.
[First] [Middle/Maiden] [Last]

Home Address: 111 Seabrook Court 61 SC 29440

Home Phone: 843 546 9058 Work Phone: _____ Cell Phone: 843 240 5501

Email Address: fbj1964@gmail.com

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

Occupation: RETIRED Present Employer: _____
[If retired, most recent employer]

Employer Address: _____

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

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

Professional Degree [please specify] BUSINESS ADMINISTRATION

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

[If yes, please list]: _____

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

[If yes, please list]: _____

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

[If yes, please list]: _____

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission:
FORMER OWNER OF BROWN'S HEATING & AIR COMPANY

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

[Signature] 4/15/2018
Applicant Signature Date

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

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

Item Number: 9.a
Meeting Date: 4/24/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Emergency Services

ISSUE UNDER CONSIDERATION:

Proclamation 2018-12 - To proclaim May 20-26, 2018 as "Emergency Medical Services (EMS) Week" in Georgetown County. This Year's theme for EMS Week is, "EMS Strong: Stronger Together".

CURRENT STATUS:

N/A

POINTS TO CONSIDER:

- 1) *Emergency Medical Services is a vital public service.*
- 2) *The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week.*
- 3) *Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury.*
- 4) *The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others.*
- 5) *The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills.*
- 6) *It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.*

FINANCIAL IMPACT:

None

OPTIONS:

- 1) Adopt proclamation proclaiming May 20-26, 2018 as "Emergency Medical Services Week" in Georgetown County.
- 2) Do not adopt proclamation.

STAFF RECOMMENDATIONS:

Adopt proclamation proclaiming May 20-26, 2018 as "Emergency Medical Services Week" in Georgetown County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proclamation Emergency Medical Services Week May 20-26, 2018	Cover Memo

May 20-20, 2010

PROCLAMATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

MAY 20-26, 2018
EMERGENCY MEDICAL SERVICES WEEK

To designate the Week of May 20-26, 2018, as Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

WHEREAS, the Georgetown County Council and the Emergency Medical Services of Georgetown County are reaching out to citizens of Georgetown County to recognize Emergency Medical Services workers for their selfless dedication to providing care to the sick and injured; and

WHEREAS, the theme for EMS Week shall be “EMS Strong: “Stronger Together”.

NOW THEREFORE BE IT RESOLVED that the Georgetown County Council, along with the Emergency Medical Services of Georgetown County, proclaim the week of May 20-26, 2018, as

“EMERGENCY MEDICAL SERVICES WEEK”

DONE, RATIFIED, AND ADOPTED THIS 24th DAY OF APRIL 2018

Johnny Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

Item Number: 9.b
Meeting Date: 4/24/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation No. 2018-13 - Proclaiming May 2018 as Mental Health Month in Georgetown County

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

Mental health is something everyone should care about. Good mental health is essential to a person's overall emotional and physical well-being. Mental Health Awareness Month was first observed in the United States in 1949, and since that time communities across the nation have observed "Mental Health Month" each May in order to promote mental health wellness.

Mental illness is a condition that affects a person's thinking, feeling or mood. Such conditions may affect someone's ability to relate to others and function each day. Mental illness affects 1 in 5 adults. Additionally, an estimated 8.1 million adults in America suffering with mental illness also struggle with substance abuse. Recovery, including meaningful roles in social life, school and work, is possible, especially when treatment is started early.

The purpose of bringing awareness to the issue of mental health is to:

- Educate the public about mental health issues, substance abuse issues, and emphasize that mental illness is a medical problem;
- Work towards eliminating the stigma associated with mental illness;
- Make our community aware of the local agencies and community resources available to them;
- To increase the promise of recovery, as early engagement and support are crucial to improving outcomes.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Proclamation No. 2018-13.
2. Do not adopt Proclamation No. 2018-13.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Proclamation No. 2018-13 declaring May 2018 as "Mental Health Month" in Georgetown County.

ATTACHMENTS:

Description	Type
□ Proclamation No 2018-13 May 2018 Mental Health Month	Resolution Letter

Proclamation No. 2018-13

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) To Proclaim May 2018 as “Mental Health Month”

WHEREAS, good mental health is critical to the well-being of our families, communities, schools, and businesses. Research has proven there is a connection between good mental health and overall personal health; and

WHEREAS, millions of adults and children are disabled by mental illness every year affecting almost every family in America; and

WHEREAS, people with mental illness can recover if given the necessary services and support in their communities; and

WHEREAS, people with mental illness make important contributions to our families and our local communities; and

WHEREAS, only one out of two people with a serious form of mental illness seeks treatment for his or her mental illness; and

WHEREAS, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help; and

WHEREAS, greater public awareness about mental illnesses can change negative attitudes and behaviors toward people with mental illness;

NOW, THEREFORE, Georgetown County Council does hereby proclaim the month of May 2018 as

MENTAL HEALTH MONTH

calling upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination, and promoting appropriate and accessible services for all people with mental illnesses.

SO SHALL IT BE proclaimed this 24th day of April, 2018.

*Johnny Morant, Chairman
Georgetown County Council*

ATTEST:

*Theresa E. Floyd
Clerk to Council*

Item Number: 9.c
Meeting Date: 4/24/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Proclamation No. 2018-14 - To Declare the Week of May 20-26, 2018, as Public Works Week in Georgetown County

CURRENT STATUS:

Pending adoption

POINTS TO CONSIDER:

1. President John F. Kennedy proclaimed National Public Works Week as an annual reminder of the many ways Public Works contributes to our quality of life.
2. During this week-long celebration, professionals take part in events and activities which increase public awareness of the Public Works profession.

FINANCIAL IMPACT:

None.

OPTIONS:

1. Approval of Proclamation.
2. Rejection of Proclamation.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Proclamation No. 2018 - 14 declaring the week of May 20 -26, 2018, "Public Works Week" in Georgetown County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ Proclamation No 2018-14 Public Works Week	Resolution Letter

RESOLUTION

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, drainage, streets and highways, public buildings, park maintenance, and solid waste collection; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

NOW, BE IT RESOLVED, Georgetown County Council hereby proclaims the week of May 20 through May 26, 2018 as

“PUBLIC WORKS WEEK”

BE IT FURTHER RESOLVED, all citizens and civic organizations should acquaint themselves with the issues involved in providing our public works and recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Adopted this ____ day of _____, 2018.

Johnny Morant, Council Chairman

ATTEST:

Theresa E. Floyd, Clerk to Council

Item Number: 9.d
Meeting Date: 4/24/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Resolution No. 2018-15 - To authorize the execution and delivery by Georgetown County, South Carolina of amendments to the financing agreements relating to its (a) \$7,500,000 Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2015A and (b) \$5,000,000 Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2015b; authorization of the Execution and Delivery of Modified Bonds; and approval of the Forms of the First Amendments to Financing Agreements and the Modified Bonds.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

A request has been made by legal counsel on behalf of International Paper Company for a modification in the Series 2015A and Series 2015B International Paper Bonds transactions. The purposes of the modifications are to amend the interest rates as well as other technical amendments all as set forth in each of the two First Amendments to Financing Agreements. The change in the interest rate is being necessitated by the recently-approved changes in Federal tax law. In order for these modifications to be made and the First Amendments to Financing Agreements to be executed, the County must adopt a Resolution approving the modifications and the First Amendments to Financing Agreements.

The agreements have been reviewed by Frannie Heizer, McNair Law Firm, who is comfortable that they make no substantive changes in the transaction originally approved by the County.

OPTIONS:

1. Adopt Resolution No. 2018-15.
2. Do not adopt Resolution No. 2018-15.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Resolution No. 2018-15.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution No 2018-15 Authorizing Amendments to Financing Agreements for IP Environmental Improvement Revenue Bonds	Resolution Letter
<input type="checkbox"/> IP Financing Agreement (2015A)	Backup Material
<input type="checkbox"/> IP Financing Agreement (2015B)	Backup Material

RESOLUTION #2018-15

REGARDING AUTHORIZATION OF THE EXECUTION AND DELIVERY BY GEORGETOWN COUNTY, SOUTH CAROLINA OF AMENDMENTS TO THE FINANCING AGREEMENTS RELATING TO ITS (A) \$7,500,000 ENVIRONMENTAL IMPROVEMENT REVENUE REFUNDING BONDS (INTERATIONAL PAPER COMPANY PROJECT), SERIES 2015A AND (B) \$5,000,000 ENVIRONMENTAL IMPROVEMENT REVENUE REFUNDING BONDS (INTERNATIONAL PAPER COMPANY PROJECT), SERIES 2015B; AUTHORIZATION OF THE EXECUTION AND DELIVERY OF MODIFIED BONDS; AND APPROVAL OF THE FORMS OF THE FIRST AMENDMENTS TO FINANCING AGREEMENTS AND THE MODIFIED BONDS

As and incident to the adoption of this Resolution, Georgetown County, South Carolina (the “Issuer”) through its County Council (the “County Council”) has made the following findings:

1. Pursuant to the Financing Agreement, dated as of July 1, 2015 (the “2015A Original Agreement”), among the Issuer, International Paper Company, a New York corporation (the “Company”), and Banc of America Preferred Funding Corporation (the “Lender”), the Issuer issued its Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2015A, currently outstanding in the aggregate principal amount of \$7,500,000 (the “Series 2015A Original Bonds” and, together with the 2015A Original Agreement, the “2015A Original Bond Documents”), for the purpose of refinancing the costs certain solid waste disposal, wastewater treatment and sewage facilities at the Georgetown, South Carolina Mill of the Company.

2. Pursuant to the Financing Agreement, dated as of December 1, 2015 (the “2015B Original Agreement”), among the Issuer, the Company and the Lender, the Issuer issued its Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2015B, currently outstanding in the aggregate principal amount of \$5,000,000 (the “Series 2015B Original Bonds” and, together with the 2015B Original Agreement, the “2015B Original Bond Documents”), for the purpose of refinancing the costs certain solid waste disposal,

wastewater treatment and sewage facilities at the Georgetown, South Carolina Mill of the Company.

3. The Company has requested that the Issuer adopt this Resolution to approve and provide for the modification of the 2015A Original Bond Documents and the 2015B Original Bond Documents in order to amend the interest rate on the Series 2015A Original Bonds and the Series 2015B Original Bonds (together, the “Original Bonds”) and to make certain other changes, all as more particularly described in the form of the First Amendment to Financing Agreement relating to the 2015A Original Agreement (the “2015A First Amendment to Financing Agreement”) and the First Amendment to Financing Agreement relating to the 2015B Original Agreement (the “2015B First Amendment to Financing Agreement” and, together with the 2015A First Amendment to Financing Agreement, the “First Amendments to Financing Agreements”), each among the Issuer, the Company and the Lender (collectively, the “Modifications”).

4. The Issuer has determined to approve the Modifications and authorize the other actions herein described.

NOW, THEREFORE, BE IT RESOLVED BY GEORGETOWN COUNTY THROUGH ITS COUNTY COUNCIL, IN MEETING DULY ASSEMBLED:

That the County Council authorizes and approves the Modifications, the amendment of the 2015A Original Agreement and the 2015B Original Agreement pursuant to and in accordance with the First Amendments to Financing Agreements and the amendment of the Original Bonds in the forms attached to the First Amendments to Financing Agreements (the “Modified Bonds” and, together with the First Amendments to Financing Agreements, the “Modified Bond Documents”).

BE IT FURTHER RESOLVED:

That the execution and delivery of the Modified Bond Documents, with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) on behalf of the County, are hereby authorized and directed. The Modified Bond Documents shall be executed and delivered on behalf of the County by the Chairman of the County Council and attested by the Clerk of the County Council or, in either of their absences, by such other officers as shall be permitted by rule of the County Council.

BE IT FURTHER RESOLVED:

That the Chairman of the County Council and its Clerk or, in either of their absences, such other officers as shall be permitted by rule of the County Council, are hereby authorized and empowered to take such further action as may be necessary in connection with the execution and delivery of the Modified Bond Documents.

BE IT FURTHER RESOLVED:

That the Chairman, the Vice Chair, the Clerk and such other officers, directors, agents and employees of the County Council are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, agreements or certificates as may be necessary to carry out and comply with the provisions of the Modified Bond Documents and the intent of this Resolution and are further authorized to take any and all further actions and to execute and deliver any and all other documents, agreements or certificates as may be necessary in the execution, delivery and performance of the Modified Bond Documents. If any officer or employee of the County Council who shall have signed or sealed the Modified Bond Documents or any other documents, agreements or certificates as may be necessary to carry out and comply with the provisions of the Modified Bond Documents, or as may be necessary for the delivery of

the Modified Bonds, shall cease to be such officer or employee before the delivery of the Modified Bond Documents or such other documents or certificates, the signature or countersignature shall nevertheless be valid and sufficient for all purposes, as if the officer or employee had remained in the office or position until delivery of the Modified Bond Documents or such other documents or certificates.

BE IT FURTHER RESOLVED:

That all acts of the officers of the Issuer which are in conformity with the purposes of intents of this Resolution and in furtherance of the execution, delivery, approval and performance of the Modified Bond Documents shall be, and the same hereby are, in all respects ratified, approved and confirmed.

BE IT FURTHER RESOLVED:

That all ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

BE IT FURTHER RESOLVED:

That this Resolution shall take effect immediately.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS THE ____ DAY OF APRIL, 2018.

ATTEST:

GEORGETOWN COUNTY,
SOUTH CAROLINA

Theresa E. Floyd, Clerk
of County Council

Johnny Morant, Chairman
of County Council

(SEAL)

FIRST AMENDMENT TO FINANCING AGREEMENT

THIS FIRST AMENDMENT TO FINANCING AGREEMENT, dated as of April __, 2018 (this “First Amendment”), is entered into by and among the **GEORGETOWN COUNTY, SOUTH CAROLINA**, a public body corporate and politic and a political subdivision of the State of South Carolina (the “Issuer”), **INTERNATIONAL PAPER COMPANY**, a New York corporation (the “Borrower”), and **BANC OF AMERICA PREFERRED FUNDING CORPORATION** (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement, dated as of July 1, 2015 (the “Original Agreement”), by and among the Issuer, the Borrower and the Lender, the Issuer issued its Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2015A, in the principal amount of \$7,500,000 (the “Bond” or the “Bonds”), and delivered the Bond to the Lender;

WHEREAS, the Bonds bear interest at the Index Floating Rate (as defined in the Bonds) and, prior to the date hereof, such rate adjusted based on changes in the Maximum Federal Corporate Tax Rate (as defined in the Bonds); and

WHEREAS, the Issuer, the Borrower and the Lender have agreed to amend the Index Floating Rate for the Bonds and to make certain other amendments to the Original Agreement and the Bonds, all as more particularly described herein and in the form of Bonds attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

Section 1. Definitions. All capitalized terms used in this First Amendment and not defined herein shall have the meaning given to such terms in the Original Agreement.

Section 2. Amendments.

(a) Section 1 of the Original Agreement is hereby amended by deleting the defined term “Administrative Agent” in its entirety and replacing it with the following:

“‘Administrative Agent’ shall mean JPMorgan Chase Bank, N.A., as administrative agent under the Reference Revolver.”

(b) Section 1 of the Original Agreement is hereby amended by deleting the defined term “Existing 5-Year Credit Agreement” in its entirety and replacing it with the following:

“‘Reference Revolver’ shall mean that certain 5-Year Credit Agreement, dated as of December 12, 2016, among the Borrower, as borrower, each of the lenders from time to time party thereto, the

Administrative Agent, Citibank, N.A., as syndication agent, and JPMorgan Chase Bank, N.A. and Citigroup Global Markets Inc., as joint lead arrangers and joint bookrunners, as such agreement may be amended, modified and supplemented from time to time, or, if such agreement has been terminated, the ‘Replacement Revolver.’”

(c) Section 1 of the Original Agreement is hereby amended by deleting the defined term “Mandatory Purchase Date” in its entirety and replacing it with the following:

“‘Mandatory Purchase Date’ shall mean June 1, 2023, or such later date as may be approved by the Lender, in its sole discretion, following receipt of (a) a written request of the Borrower to extend such date, delivered to the Lender not less than ninety (90) days prior to June 1, 2023, and (b) an opinion of Bond Counsel addressed to the Lender to the effect that such extension will not adversely affect the tax-exempt status of the Bonds, which opinion shall be delivered by the Borrower to the Lender on or prior to the date such extension becomes effective.”

(d) Section 1 of the Original Agreement is hereby amended by adding the following defined term:

“‘Replacement Revolver’ means, following any termination of the Reference Revolver, the revolving credit agreement entered into by the Borrower substantially concurrently with such termination of and in replacement of the Reference Revolver.”

(e) Section 9 of the Original Agreement is hereby deleted in its entirety, and inserted in lieu thereof is the following:

“(a) The Borrower shall deliver to the Lender such information (or a copy thereof) as is required to be delivered by the Borrower to the Administrative Agent under Sections 6.01 and 6.02 of the Reference Revolver. Information required to be delivered pursuant to this subsection (other than the certificate described in the next to last paragraph of Section 6.01 of the Reference Revolver) shall be deemed to have been delivered in accordance with this subsection on the date on which such information has been posted (i) on the Borrower’s website on the internet, (ii) at www.sec.gov or (iii) at another website identified by the Borrower in a notice to the Lender and accessible by the Lender without charge.

(b) Sections 6.03, 6.04, 6.06, 6.07, 6.08 and 6.09 of the Reference Revolver as well as related defined terms contained therein (collectively, the ‘Incorporated Covenants’), are hereby incorporated herein by reference for the benefit of the Lender with the same effect as if the same were set forth herein in their entirety and were made as of the date hereof, and the Borrower covenants that during the term of this Agreement it will comply with the Incorporated Covenants. Any amendment of the

Incorporated Covenants or the addition of any new covenants or more restrictive covenants in the Reference Revolver (or any Replacement Revolver, as applicable) subsequent to the Closing Date shall be automatically incorporated herein.

(c) Any reference in this Agreement to the requirements of the 'Reference Revolver' is a reference to the requirements of the Reference Revolver (or, as applicable, the Replacement Revolver) in effect at the relevant time. If the Reference Revolver is terminated, unless a Replacement Revolver is entered into substantially contemporaneously in replacement of the Reference Revolver, for the purposes of this Agreement, the Reference Revolver (or most recent Replacement Revolver, as applicable) shall be deemed to remain outstanding in the form in which it existed immediately prior to its termination, without giving effect to any consents, waiver, amendments or other modifications made in anticipation of such termination. The principles of this clause (c) shall be applicable to each Replacement Revolver as though it was the original Reference Revolver.

(d) The Borrower will promptly give to the Lender notice and a copy of each Replacement Revolver from time to time in effect and each amendment to or modification or supplement of, or termination of, the Reference Revolver at the time in effect."

(f) Section 10(d) of the Original Agreement is hereby deleted in its entirety, and inserted in lieu thereof is the following:

"(d) Any Event of Default under the Reference Revolver."

(g) The form of Bonds included as Exhibit A to the Original Agreement is hereby deleted in its entirety, and inserted in lieu thereof is the form of Bonds attached hereto as Exhibit A.

Section 3. Representations by the Issuer. The Issuer makes the following representations as the basis for its undertakings hereunder:

(a) The Issuer is a public body corporate and politic and a political subdivision of the State and has the power to enter into this First Amendment and the transactions contemplated herein. By proper action, the Issuer has duly authorized the execution and delivery of this First Amendment.

(b) This First Amendment has been duly executed and delivered by the Issuer and, assuming the due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights.

(c) No further approval or consent on the part of any regulatory body, state or local, is required in connection with the execution or delivery of this First Amendment.

Section 4. Representations by the Borrower. The Borrower makes the following representations as the basis for its undertakings hereunder:

(a) None of the execution and delivery of this First Amendment, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the by-laws of the Borrower, or any applicable law or regulation, or any order, writ, injunction or decree of any Governmental Authority, or any material agreement or instrument to which the Borrower is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument, other than immaterial conflicts under contractual obligations.

(b) The Borrower has all necessary corporate power and authority to execute, deliver and perform its obligations under this First Amendment; the execution, delivery and performance by the Borrower of this First Amendment have been duly authorized by all necessary corporate action on its part; and this First Amendment has been duly and validly executed and delivered by the Borrower and constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally.

(c) No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority are necessary for the execution, delivery or performance by the Borrower of this First Amendment or for the validity or enforceability thereof.

Section 5. Conditions Precedent. This First Amendment shall be effective if and only if the Lender shall have received, on or prior to the date hereof, the following:

(a) executed copies of this First Amendment and the Bonds substantially in the form attached hereto as Exhibit A;

(b) a certificate of an authorized official of the Issuer in which such official provides the resolution approving the execution and delivery of this First Amendment;

(c) a certificate of an Assistant Secretary of the Borrower certifying to, among other things, the organizational status and documents of the Borrower and the resolutions approving the transactions contemplated herein;

(d) a certificate of an authorized officer of the Borrower in which such officer, to the best of his or her knowledge, certifies that the representations and warranties of the Borrower in this First Amendment are true and correct; that the Borrower has complied with all agreements and satisfied all conditions on its part to be performed or satisfied pursuant to this First Amendment at or prior to the date hereof; and that no Event of Default has occurred and is continuing, and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute such an Event of Default;

(e) an opinion or opinions of Bond Counsel to the effect that (i) this First Amendment has been duly authorized, executed and delivered by the Issuer and this First Amendment constitutes the valid and legally binding limited obligation of the Issuer; (ii) interest on the Bonds is excludable from gross income for federal income tax purposes; and (iii) interest on the Bonds will be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; and

(f) an opinion or opinions of counsel to the Borrower;

(g) an opinion of counsel to the Issuer;

(h) confirmation by the Lender that the unenhanced long-term debt rating assigned by Moody's and S&P to the Borrower's senior unsecured noncredit enhanced debt is at least "Baa2" and "BBB," respectively;

(i) reimbursement (or direct payment) of the Lender's legal fees and expenses of Chapman and Cutler LLP in the amount of \$[_____]; and

(j) such other documentation, certificates and opinions as may be reasonably required by the Issuer, the Lender, the Lender's counsel or Bond Counsel.

Section 6. Miscellaneous.

(a) The provisions of this First Amendment are intended to amend and supplement those of the Original Agreement as in effect immediately prior to the execution and delivery hereof. The Original Agreement shall remain in full force and effect and is hereby restated and confirmed, except to the extent modified or amended by the terms of this First Amendment. The Original Agreement and this First Amendment shall be read, taken and construed as one and the same instrument.

(b) If any provision of this First Amendment shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

(c) This First Amendment shall be governed by the applicable laws of the State of New York.

(d) This First Amendment may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed in their respective names, all as of the date first above written.

**GEORGETOWN COUNTY,
SOUTH CAROLINA**

(SEAL)

By: _____
Johnny Morant
Chairman, County Council

ATTEST:

By: _____
Theresa E. Floyd
Clerk, County Council

[Issuer's Signature Page to First Amendment to Financing Agreement]

INTERNATIONAL PAPER COMPANY

By:

Errol A. Harris
Vice President and Treasurer

[Borrower's Signature Page to First Amendment to Financing Agreement]

**BANC OF AMERICA PREFERRED
FUNDING CORPORATION**

By:

Eric Kosmin
Authorized Agent

[Lender's Signature Page to First Amendment to Financing Agreement]

EXHIBIT A

R-2

**THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY
STATE SECURITIES LAW (OR ANY SUCH SIMILAR SUBSEQUENT LEGISLATION) AND IS
SUBJECT TO SIGNIFICANT TRANSFER RESTRICTIONS, AS SET FORTH HEREIN.**

UNITED STATES OF AMERICA

STATE OF SOUTH CAROLINA

GEORGETOWN COUNTY, SOUTH CAROLINA
ENVIRONMENTAL IMPROVEMENT REVENUE REFUNDING BOND
(INTERNATIONAL PAPER COMPANY PROJECT)
SERIES 2015A

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>
March 1, 2028	Variable	
REGISTERED OWNER:	BANC OF AMERICA PREFERRED FUNDING CORPORATION	
PRINCIPAL SUM:	SEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$7,500,000)	

Georgetown County, South Carolina, a public body corporate and politic and a political subdivision of the State of South Carolina (the “Issuer”), for value received, hereby promises to pay, or cause to be paid, solely from the source and as hereinafter provided, to the registered owner named above (the “Lender”), using the wiring instructions set forth in Schedule A attached hereto, or using such other wiring instructions or at such place as the holder of this Bond may in writing designate, in lawful money of the United States of America, the principal sum specified above, together with interest hereon from the dated date set forth above, and thereafter from the Interest Payment Date (as defined herein) on which interest has been paid or duly provided for, until payment hereof in full on or before the maturity date specified above, and, to the extent permitted by law, interest on any overdue installments of such interest at the interest rate provided herein. All payments of principal and interest shall be made in lawful money of the United States in immediately available funds to the Lender using the wiring instructions set forth in Schedule A attached hereto.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS BOND SHALL CONSTITUTE ONLY A LIMITED OBLIGATION OF THE ISSUER, AND SHALL NOT CONSTITUTE AN INDEBTEDNESS OR OBLIGATION OF THE STATE OF SOUTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL NOT DIRECTLY OR INDIRECTLY OBLIGATE THE STATE OF SOUTH CAROLINA OR ANY

POLITICAL SUBDIVISION THEREOF TO LEVY OR PLEDGE ANY FORM OF TAXATION FOR THE PAYMENT THEREOF. THIS BOND AND THE INTEREST AND PREMIUM, IF ANY, THEREON SHALL BE PAYABLE SOLELY FROM THE REVENUES DERIVED FROM THE AGREEMENT (AS DEFINED HEREIN) AND PLEDGED THEREFOR PURSUANT TO THE AGREEMENT, AND NO HOLDER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE OF SOUTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF, NOR TO ENFORCE THE PAYMENT THEREOF AGAINST ANY PROPERTY OF THE STATE OF SOUTH CAROLINA OR ANY SUCH POLITICAL SUBDIVISION, INCLUDING THE ISSUER.

This Bond is authorized and issued pursuant to Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended (the “Act”), for the purpose of refunding the Issuer’s Environmental Improvement Revenue Bonds, 2004 Series A (International Paper Company Project), currently outstanding in the aggregate principal amount of \$7,500,000. Reference is hereby made to the Financing Agreement, dated as of July 1, 2015 (the “Original Agreement”), as amended by the First Amendment to Financing Agreement, dated as of April __, 2018 (the “First Amendment to Financing Agreement” and, together with the Original Agreement, the “Agreement”) each by and among the Issuer, the Lender and International Paper Company, a New York corporation (the “Borrower”), and all further amendments and supplements thereto, for a description of the provisions with respect to the nature and extent of the security for this Bond, the rights, duties and obligations of the Issuer and the rights of the Lender with respect thereto. All capitalized terms used herein but not defined shall have the meanings in the Agreement. This Bond is being issued in replacement of the Bond issued to the holder hereof on July 1, 2015 pursuant to the Original Agreement.

Interest on this Bond shall be payable on the first Business Day of each month, commencing June 1, 2018 (each an “Interest Payment Date”). This Bond shall be subject to mandatory tender by the Lender for purchase on the Mandatory Purchase Date, in accordance with the terms of the Agreement.

This Bond shall bear interest at the Index Floating Rate (which shall be determined by the Lender as provided therefor and shall become effective on each LIBOR Adjustment Date and shall remain in effect up to, but not including, the next succeeding LIBOR Adjustment Date), unless:

- (a) LIBOR shall not be ascertainable, for any reason, or for any reason it shall be illegal or unlawful for the Lender to collect interest based on LIBOR, in which case this Bond shall bear interest at the Alternate Rate;
- (b) a Determination of Taxability shall have occurred, in which case this Bond shall bear interest at the Taxable Rate as provided below; or
- (c) an Event of Default shall have occurred and be continuing under the Agreement, in which case this Bond shall bear interest at the Default Rate.

All interest payable on this Bond shall be computed on the basis of the actual number of days elapsed over a year of 360 days if calculated on the basis of LIBOR and on the basis of the actual number of days elapsed over a year of 365 days if calculated on the basis of the Alternate Rate. The interest rate on this Bond shall not in any event exceed at any time the Maximum Rate. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to this Bond shall exceed the Maximum Rate, the rate of interest payable on this Bond shall be limited to the Maximum Rate and, to the extent lawful, the interest that would have been payable on this Bond but was not payable as a result of the operation of this paragraph shall be cumulated and the interest payable to the Lender on this Bond shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Open Rate to the date of repayment, shall have been received by the Lender.

Upon the occurrence of a Determination of Taxability, the Borrower shall pay to the Lender on the next Interest Payment Date additional interest on this Bond in an amount by which (i) the interest which would have accrued on this Bond at the Taxable Rate during the period beginning on the Taxable Date and ending on the earlier to occur of such Interest Payment Date (which shall be the date of conversion to the Taxable Rate) or the date of payment in full and retirement of this Bond, exceeds (ii) the interest actually paid on this Bond for such period. Thereafter, interest on this Bond shall accrue at the Taxable Rate.

“Alternate Rate” shall mean a rate of interest per annum equal to the sum of (rounded to the fourth decimal place) (a) the product of (i) 75% and (ii) the Base Rate, plus (b) the Applicable Spread.

“Applicable Spread” shall mean initially 120 basis points (1.20%); provided, however, that in the event the ratings maintained by the Rating Agencies on the Borrower’s senior unsecured noncredit enhanced debt are adjusted as shown in the table below, the Applicable Spread shall equal the percentage shown in the table below that corresponds to such rating.

Senior unsecured noncredit enhanced debt rating <u>S&P/Moody’s</u>		<u>Applicable Spread</u>
BBB+/Baa1 or higher		1.15%
BBB/Baa2		1.20%
BBB-/Baa3		1.60%
BB+/Ba1		2.00%
Below BB+/Ba1		Default Rate

For purposes of the foregoing, (w) if either Moody’s or S&P shall not have in effect a rating for the Borrower’s senior unsecured noncredit enhanced debt (other than by reason of the circumstances referred to in the last sentence of this definition), then reference shall be made solely to such rating then maintained by the other Rating Agency; (x) if neither Moody’s nor S&P shall have in effect a rating for the Borrower’s senior unsecured noncredit enhanced debt (other than by reason of the circumstances referred to in the last sentence of this definition), then the Applicable Spread shall be the highest rate per annum set forth in the table above; (y) if the

ratings established or deemed to have been established by Moody's and S&P for the Borrower's senior unsecured noncredit enhanced debt shall fall within different categories in the table above, the Applicable Spread shall be based on the higher of the two ratings, unless one of the two ratings is two or more categories lower than the other, in which case the Applicable Spread shall be determined by reference to the category next below that of the higher of the two ratings; and (z) if the ratings established or deemed to have been established by Moody's and S&P for the Borrower's senior unsecured noncredit enhanced debt shall be changed (other than as a result of a change in the rating system of Moody's or S&P), such change shall be effective as of the date on which it is first announced by the applicable Rating Agency. Each change in the Applicable Spread shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, or if either such Rating Agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Lender shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such Rating Agency and, pending the effectiveness of any such amendment, the Applicable Spread shall be determined by reference to the rating most recently in effect prior to such change or cessation.

"Base Rate" shall mean the higher of (a) the Prime Rate minus 1.50%, and (b) the sum of the Federal Funds Open Rate plus 0.50%.

"Default Rate" shall mean either the Index Floating Rate or the Alternate Rate, whichever rate shall be in effect at the time, plus 2%.

"Determination of Taxability" shall mean and be deemed to have occurred on the first to occur of the following:

(a) the date when the Borrower files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(b) the date when the Borrower shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the Borrower, or upon any review or audit of the Borrower or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(c) the date when the Borrower shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Lender the interest on this Bond due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (b) or (c) hereunder unless the Borrower has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from

the Lender, the Borrower shall promptly reimburse the Lender for any payments, including any taxes, interest, penalties or other charges, the Lender shall be obligated to make as a result of the Determination of Taxability. The Borrower shall be deemed to have been afforded the opportunity to contest if it shall have been permitted to commence and maintain any action in the name of the Issuer to judgment and through any appeals therefrom or other proceedings related thereto.

“Event of Taxability” shall mean (a) a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Borrower, or the failure to take any action by the Borrower, or the making by the Borrower of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of this Bond) which has the effect of causing interest paid or payable on this Bond to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes, or (b) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on this Bond to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes with respect to this Bond.

“Federal Funds Open Rate” shall mean, for any day, the rate per annum (based on a year of 360 days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North America, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption “OPEN” (or on such other substitute Bloomberg Screen that displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by the Lender (an “Alternate Source”) (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or on any Alternate Source, or if there shall at any time, for any reason, no longer exist a Bloomberg Screen BTMM (or any substitute screen) or any Alternate Source, a comparable replacement rate determined by the Lender at such time (which determination shall be conclusive absent manifest error); provided however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the “open” rate on the immediately preceding Business Day. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Federal Funds Open Rate without notice to the Borrower.

“Index Floating Rate” shall mean a rate of interest per annum equal to (rounded to the fourth decimal place) the sum of (a) the product of 80% and LIBOR, and (b) the Applicable Spread. The Index Floating Rate shall be adjusted (x) on each LIBOR Adjustment Date and (y) for any change in the LIBOR Reserve Percentage so that the Lender shall receive the same yield.

“LIBOR” shall mean, for any day, the rate per annum equal to the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Lender), as published on the applicable Bloomberg screen page (or other commercially available source providing such quotations as may be designated by the Lender from time to time) at or about 11:00 a.m., London time, two (2) London Business Days prior to the date in question, for United States dollar deposits with a one-month term, as adjusted from time to time in the Lender’s commercially

reasonable discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs; [provided that, to the extent a comparable or successor rate is approved by the Lender in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Lender, such approved rate shall be applied in a manner as otherwise reasonably determined by the Lender.] If LIBOR as determined pursuant to this definition is ever less than zero, then for purposes of determining the interest rate applicable to the Bonds, LIBOR shall be deemed to be zero.

“LIBOR Adjustment Date” shall mean (a) the Closing Date, (b) the first Business Day of each calendar month and (c) the effective date of any change in the LIBOR Reserve Percentage.

“London Business Day” shall mean any day on which dealings in United States dollar deposits are conducted by and between banks in the London interbank eurodollar markets.

“Maximum Federal Corporate Tax Rate” shall mean, for any day, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect as of such day (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender as of such day).

“Maximum Rate” shall mean fifteen percent (12%) per annum.

“Prime Rate” shall mean on any day, the rate of interest in effect for such day as publicly announced from time to time by Bank of America, N.A. as its “prime rate.” The “prime rate” is a rate set by Bank of America, N.A. based upon various factors including Bank of America, N.A.’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America, N.A. shall take effect at the opening of business on the day specified in the public announcement of such change.

“Taxable Date” shall mean the date on which interest on this Bond is first includable in gross income of the Lender as a result of a Determination of Taxability.

“Taxable Rate” shall mean, for each day on which interest on this Bond is includable in gross income of the Lender, a rate of interest per annum equal to the product of (a) the Index Floating Rate or the Alternate Rate, whichever rate shall be in effect for such day, and (b) the applicable Taxable Rate Factor. The Taxable Rate shall be adjusted (x) on each LIBOR Adjustment Date and (y) for any change in the LIBOR Reserve Percentage so that the Lender shall receive the same yield.

“Taxable Rate Factor” shall mean, for each day that the Taxable Rate is determined, the quotient of (a) one divided by (b) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

If any payment of principal of or interest on this Bond is payable on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day.

Subject to the terms of the Agreement, this Bond may be prepaid by the Borrower, on behalf of the Issuer, in whole or in part at any time without premium or penalty upon fifteen (15) days' prior written notice to the Lender.

The Agreement provides that the Lender, at its option, may declare all amounts payable under this Bond to be immediately due and payable upon an Event of Default thereunder, and upon such declaration all amounts hereunder shall become immediately due and payable.

NEITHER THE ISSUER (OR ANY REPRESENTATIVE THEREOF) NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND OR SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE THEREOF.

This Bond is registered in the name of the holder hereof on the registration books kept by the Bond Registrar designated pursuant to the Agreement, which registration has been made in said registration books and endorsed hereon by the Bond Registrar, and no registration of transfer hereof shall be valid unless made on said registration books at the written request of the holder as provided in the Agreement.

All acts, conditions and things required to happen, exist or to be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

This Bond is issued with the intent that the laws of the State of South Carolina will govern its construction.

THIS BOND MAY BE TRANSFERRED IN WHOLE, OR IN PART IN AUTHORIZED DENOMINATIONS, ONLY IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND MAY BE TRANSFERRED ONLY TO PERMITTED TRANSFEREES THAT PURCHASE BONDS, NOTES OR OTHER MUNICIPAL SECURITIES IN THE ORDINARY COURSE OF BUSINESS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Georgetown County, South Carolina has caused this Bond to be signed by the Chairman of its County Council, to be attested by the Clerk of its County Council, its seal to be affixed hereon and to be dated as set forth above.

**GEORGETOWN COUNTY,
SOUTH CAROLINA**

(SEAL)

By: _____
Johnny Morant
Chairman, County Council

ATTEST:

By: _____
Theresa E. Floyd
Clerk, County Council

TRANSFER OF BOND

This Bond is originally registered to Banc of America Preferred Funding Corporation. The transfer of this Bond may be registered by the registered owner or its duly authorized attorney or legal representative upon presentation hereof to the Registrar who shall make note of such transfer in books kept by the Registrar for that purpose and in the registration blank below.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SCHEDULE A

Bank of America, N.A.
ABA #026009593
New York, NY
Acct # 1366212250600
Attn: Corporate Credit Services
REF: FFC Banc of America Preferred Funding Corporation
Deal Name: Georgetown County, South Carolina (Series 2015A)

FIRST AMENDMENT TO FINANCING AGREEMENT

THIS FIRST AMENDMENT TO FINANCING AGREEMENT, dated as of April __, 2018 (this “First Amendment”), is entered into by and among the **GEORGETOWN COUNTY, SOUTH CAROLINA**, a public body corporate and politic and a political subdivision of the State of South Carolina (the “Issuer”), **INTERNATIONAL PAPER COMPANY**, a New York corporation (the “Borrower”), and **BANC OF AMERICA PREFERRED FUNDING CORPORATION** (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement, dated as of December 1, 2015 (the “Original Agreement”), by and among the Issuer, the Borrower and the Lender, the Issuer issued its Environmental Improvement Revenue Refunding Bonds (International Paper Company Project), Series 2015B, in the principal amount of \$5,000,000 (the “Bond” or the “Bonds”), and delivered the Bonds to the Lender;

WHEREAS, the Bonds bear interest at the Index Floating Rate (as defined in the Bonds) and, prior to the date hereof, such rate adjusted based on changes in the Maximum Federal Corporate Tax Rate (as defined in the Bonds); and

WHEREAS, the Issuer, the Borrower and the Lender have agreed to amend the Index Floating Rate for the Bonds and to make certain other amendments to the Original Agreement and the Bonds, all as more particularly described herein and in the form of Bonds attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

Section 1. Definitions. All capitalized terms used in this First Amendment and not defined herein shall have the meaning given to such terms in the Original Agreement.

Section 2. Amendments.

(a) Section 1 of the Original Agreement is hereby amended by deleting the defined term “Administrative Agent” in its entirety and replacing it with the following:

“‘Administrative Agent’ shall mean JPMorgan Chase Bank, N.A., as administrative agent under the Reference Revolver.”

(b) Section 1 of the Original Agreement is hereby amended by deleting the defined term “Existing 5-Year Credit Agreement” in its entirety and replacing it with the following:

“‘Reference Revolver’ shall mean that certain 5-Year Credit Agreement, dated as of December 12, 2016, among the Borrower, as borrower, each of the lenders from time to time party thereto, the

Administrative Agent, Citibank, N.A., as syndication agent, and JPMorgan Chase Bank, N.A. and Citigroup Global Markets Inc., as joint lead arrangers and joint bookrunners, as such agreement may be amended, modified and supplemented from time to time, or, if such agreement has been terminated, the ‘Replacement Revolver.’”

(c) Section 1 of the Original Agreement is hereby amended by deleting the defined term “Mandatory Purchase Date” in its entirety and replacing it with the following:

“‘Mandatory Purchase Date’ shall mean June 1, 2023, or such later date as may be approved by the Lender, in its sole discretion, following receipt of (a) a written request of the Borrower to extend such date, delivered to the Lender not less than ninety (90) days prior to June 1, 2023, and (b) an opinion of Bond Counsel addressed to the Lender to the effect that such extension will not adversely affect the tax-exempt status of the Bonds, which opinion shall be delivered by the Borrower to the Lender on or prior to the date such extension becomes effective.”

(d) Section 1 of the Original Agreement is hereby amended by adding the following defined term:

“‘Replacement Revolver’ means, following any termination of the Reference Revolver, the revolving credit agreement entered into by the Borrower substantially concurrently with such termination of and in replacement of the Reference Revolver.”

(e) Section 9 of the Original Agreement is hereby deleted in its entirety, and inserted in lieu thereof is the following:

“(a) The Borrower shall deliver to the Lender such information (or a copy thereof) as is required to be delivered by the Borrower to the Administrative Agent under Sections 6.01 and 6.02 of the Reference Revolver. Information required to be delivered pursuant to this subsection (other than the certificate described in the next to last paragraph of Section 6.01 of the Reference Revolver) shall be deemed to have been delivered in accordance with this subsection on the date on which such information has been posted (i) on the Borrower’s website on the internet, (ii) at www.sec.gov or (iii) at another website identified by the Borrower in a notice to the Lender and accessible by the Lender without charge.

(b) Sections 6.03, 6.04, 6.06, 6.07, 6.08 and 6.09 of the Reference Revolver as well as related defined terms contained therein (collectively, the ‘Incorporated Covenants’), are hereby incorporated herein by reference for the benefit of the Lender with the same effect as if the same were set forth herein in their entirety and were made as of the date hereof, and the Borrower covenants that during the term of this Agreement it will comply with the Incorporated Covenants. Any amendment of the

Incorporated Covenants or the addition of any new covenants or more restrictive covenants in the Reference Revolver (or any Replacement Revolver, as applicable) subsequent to the Closing Date shall be automatically incorporated herein.

(c) Any reference in this Agreement to the requirements of the 'Reference Revolver' is a reference to the requirements of the Reference Revolver (or, as applicable, the Replacement Revolver) in effect at the relevant time. If the Reference Revolver is terminated, unless a Replacement Revolver is entered into substantially contemporaneously in replacement of the Reference Revolver, for the purposes of this Agreement, the Reference Revolver (or most recent Replacement Revolver, as applicable) shall be deemed to remain outstanding in the form in which it existed immediately prior to its termination, without giving effect to any consents, waiver, amendments or other modifications made in anticipation of such termination. The principles of this clause (c) shall be applicable to each Replacement Revolver as though it was the original Reference Revolver.

(d) The Borrower will promptly give to the Lender notice and a copy of each Replacement Revolver from time to time in effect and each amendment to or modification or supplement of, or termination of, the Reference Revolver at the time in effect."

(f) Section 10(d) of the Original Agreement is hereby deleted in its entirety, and inserted in lieu thereof is the following:

"(d) Any Event of Default under the Reference Revolver."

(g) The form of Bonds included as Exhibit A to the Original Agreement is hereby deleted in its entirety, and inserted in lieu thereof is the form of Bonds attached hereto as Exhibit A.

Section 3. Representations by the Issuer. The Issuer makes the following representations as the basis for its undertakings hereunder:

(a) The Issuer is a public body corporate and politic and a political subdivision of the State and has the power to enter into this First Amendment and the transactions contemplated herein. By proper action, the Issuer has duly authorized the execution and delivery of this First Amendment.

(b) This First Amendment has been duly executed and delivered by the Issuer and, assuming the due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights.

(c) No further approval or consent on the part of any regulatory body, state or local, is required in connection with the execution or delivery of this First Amendment.

Section 4. Representations by the Borrower. The Borrower makes the following representations as the basis for its undertakings hereunder:

(a) None of the execution and delivery of this First Amendment, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the by-laws of the Borrower, or any applicable law or regulation, or any order, writ, injunction or decree of any Governmental Authority, or any material agreement or instrument to which the Borrower is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument, other than immaterial conflicts under contractual obligations.

(b) The Borrower has all necessary corporate power and authority to execute, deliver and perform its obligations under this First Amendment; the execution, delivery and performance by the Borrower of this First Amendment have been duly authorized by all necessary corporate action on its part; and this First Amendment has been duly and validly executed and delivered by the Borrower and constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally.

(c) No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority are necessary for the execution, delivery or performance by the Borrower of this First Amendment or for the validity or enforceability thereof.

Section 5. Conditions Precedent. This First Amendment shall be effective if and only if the Lender shall have received, on or prior to the date hereof, the following:

(a) executed copies of this First Amendment and the Bonds substantially in the form attached hereto as Exhibit A;

(b) a certificate of an authorized official of the Issuer in which such official provides the resolution approving the execution and delivery of this First Amendment;

(c) a certificate of an Assistant Secretary of the Borrower certifying to, among other things, the organizational status and documents of the Borrower and the resolutions approving the transactions contemplated herein;

(d) a certificate of an authorized officer of the Borrower in which such officer, to the best of his or her knowledge, certifies that the representations and warranties of the Borrower in this First Amendment are true and correct; that the Borrower has complied with all agreements and satisfied all conditions on its part to be performed or satisfied pursuant to this First Amendment at or prior to the date hereof; and that no Event of Default has occurred and is continuing, and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute such an Event of Default;

(e) an opinion or opinions of Bond Counsel to the effect that (i) this First Amendment has been duly authorized, executed and delivered by the Issuer and this First Amendment constitutes the valid and legally binding limited obligation of the Issuer; (ii) interest on the Bonds is excludable from gross income for federal income tax purposes; and (iii) interest on the Bonds will be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; and

(f) an opinion or opinions of counsel to the Borrower;

(g) an opinion of counsel to the Issuer;

(h) confirmation by the Lender that the unenhanced long-term debt rating assigned by Moody's and S&P to the Borrower's senior unsecured noncredit enhanced debt is at least "Baa2" and "BBB," respectively;

(i) reimbursement (or direct payment) of the Lender's legal fees and expenses of Chapman and Cutler LLP in the amount of \$[_____]; and

(j) such other documentation, certificates and opinions as may be reasonably required by the Issuer, the Lender, the Lender's counsel or Bond Counsel.

Section 6. Miscellaneous.

(a) The provisions of this First Amendment are intended to amend and supplement those of the Original Agreement as in effect immediately prior to the execution and delivery hereof. The Original Agreement shall remain in full force and effect and is hereby restated and confirmed, except to the extent modified or amended by the terms of this First Amendment. The Original Agreement and this First Amendment shall be read, taken and construed as one and the same instrument.

(b) If any provision of this First Amendment shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

(c) This First Amendment shall be governed by the applicable laws of the State of New York.

(d) This First Amendment may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed in their respective names, all as of the date first above written.

**GEORGETOWN COUNTY,
SOUTH CAROLINA**

(SEAL)

By: _____
Johnny Morant
Chairman, County Council

ATTEST:

By: _____
Theresa E. Floyd
Clerk, County Council

[Issuer's Signature Page to First Amendment to Financing Agreement]

INTERNATIONAL PAPER COMPANY

By:

Errol A. Harris
Vice President and Treasurer

[Borrower's Signature Page to First Amendment to Financing Agreement]

**BANC OF AMERICA PREFERRED
FUNDING CORPORATION**

By:

Eric Kosmin
Authorized Agent

[Lender's Signature Page to First Amendment to Financing Agreement]

EXHIBIT A

R-2

**THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY
STATE SECURITIES LAW (OR ANY SUCH SIMILAR SUBSEQUENT LEGISLATION) AND IS
SUBJECT TO SIGNIFICANT TRANSFER RESTRICTIONS, AS SET FORTH HEREIN.**

UNITED STATES OF AMERICA

STATE OF SOUTH CAROLINA

GEORGETOWN COUNTY, SOUTH CAROLINA
ENVIRONMENTAL IMPROVEMENT REVENUE REFUNDING BOND
(INTERNATIONAL PAPER COMPANY PROJECT)
SERIES 2015B

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>
December 1, 2029	Variable	

REGISTERED OWNER: BANC OF AMERICA PREFERRED FUNDING
CORPORATION

PRINCIPAL SUM: FIVE MILLION AND 00/100 DOLLARS (\$5,000,000)

Georgetown County, South Carolina, a public body corporate and politic and a political subdivision of the State of South Carolina (the “Issuer”), for value received, hereby promises to pay, or cause to be paid, solely from the source and as hereinafter provided, to the registered owner named above (the “Lender”), using the wiring instructions set forth in Schedule A attached hereto, or using such other wiring instructions or at such place as the holder of this Bond may in writing designate, in lawful money of the United States of America, the principal sum specified above, together with interest hereon from the dated date set forth above, and thereafter from the Interest Payment Date (as defined herein) on which interest has been paid or duly provided for, until payment hereof in full on or before the maturity date specified above, and, to the extent permitted by law, interest on any overdue installments of such interest at the interest rate provided herein. All payments of principal and interest shall be made in lawful money of the United States in immediately available funds to the Lender using the wiring instructions set forth in Schedule A attached hereto.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS BOND SHALL CONSTITUTE ONLY A LIMITED OBLIGATION OF THE ISSUER, AND SHALL NOT CONSTITUTE AN INDEBTEDNESS OR OBLIGATION OF THE STATE OF SOUTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL NOT DIRECTLY OR INDIRECTLY OBLIGATE THE STATE OF SOUTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR PLEDGE ANY FORM OF

TAXATION FOR THE PAYMENT THEREOF. THIS BOND AND THE INTEREST AND PREMIUM, IF ANY, THEREON SHALL BE PAYABLE SOLELY FROM THE REVENUES DERIVED FROM THE AGREEMENT (AS DEFINED HEREIN) AND PLEDGED THEREFOR PURSUANT TO THE AGREEMENT, AND NO HOLDER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE OF SOUTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF, NOR TO ENFORCE THE PAYMENT THEREOF AGAINST ANY PROPERTY OF THE STATE OF SOUTH CAROLINA OR ANY SUCH POLITICAL SUBDIVISION, INCLUDING THE ISSUER.

This Bond is authorized and issued pursuant to Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended (the "Act"), for the purpose of refunding the Issuer's Environmental Improvement Revenue Bonds, 2005 Series A (International Paper Company Project), currently outstanding in the aggregate principal amount of \$5,000,000. Reference is hereby made to the Financing Agreement, dated as of December 1, 2015 (the "Original Agreement"), as amended by the First Amendment to Financing Agreement, dated as of April _____, 2018 (the "First Amendment to Financing Agreement" and, together with the Original Agreement, the "Agreement") each by and among the Issuer, the Lender and International Paper Company, a New York corporation (the "Borrower"), and all further amendments and supplements thereto, for a description of the provisions with respect to the nature and extent of the security for this Bond, the rights, duties and obligations of the Issuer and the rights of the Lender with respect thereto. All capitalized terms used herein but not defined shall have the meanings in the Agreement. This Bond is being issued in replacement of the Bond issued to the holder hereof on December 1, 2015 pursuant to the Original Agreement.

Interest on this Bond shall be payable on the first Business Day of each month, commencing June 1, 2018 (each an "Interest Payment Date"). This Bond shall be subject to mandatory tender by the Lender for purchase on the Mandatory Purchase Date, in accordance with the terms of the Agreement.

This Bond shall bear interest at the Index Floating Rate (which shall be determined by the Lender as provided therefor and shall become effective on each LIBOR Adjustment Date and shall remain in effect up to, but not including, the next succeeding LIBOR Adjustment Date), unless:

- (a) LIBOR shall not be ascertainable, for any reason, or for any reason it shall be illegal or unlawful for the Lender to collect interest based on LIBOR, in which case this Bond shall bear interest at the Alternate Rate;
- (b) a Determination of Taxability shall have occurred, in which case this Bond shall bear interest at the Taxable Rate as provided below; or
- (c) an Event of Default shall have occurred and be continuing under the Agreement, in which case this Bond shall bear interest at the Default Rate.

All interest payable on this Bond shall be computed on the basis of the actual number of days elapsed over a year of 360 days if calculated on the basis of LIBOR and on the basis of the

actual number of days elapsed over a year of 365 days if calculated on the basis of the Alternate Rate. The interest rate on this Bond shall not in any event exceed at any time the Maximum Rate. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to this Bond shall exceed the Maximum Rate, the rate of interest payable on this Bond shall be limited to the Maximum Rate and, to the extent lawful, the interest that would have been payable on this Bond but was not payable as a result of the operation of this paragraph shall be cumulated and the interest payable to the Lender on this Bond shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Open Rate to the date of repayment, shall have been received by the Lender.

Upon the occurrence of a Determination of Taxability, the Borrower shall pay to the Lender on the next Interest Payment Date additional interest on this Bond in an amount by which (i) the interest which would have accrued on this Bond at the Taxable Rate during the period beginning on the Taxable Date and ending on the earlier to occur of such Interest Payment Date (which shall be the date of conversion to the Taxable Rate) or the date of payment in full and retirement of this Bond, exceeds (ii) the interest actually paid on this Bond for such period. Thereafter, interest on this Bond shall accrue at the Taxable Rate.

“Alternate Rate” shall mean a rate of interest per annum equal to the sum of (rounded to the fourth decimal place) (a) the product of (i) 75% and (ii) the Base Rate, plus (b) the Applicable Spread.

“Applicable Spread” shall mean initially 120 basis points (1.20%); provided, however, that in the event the ratings maintained by the Rating Agencies on the Borrower’s senior unsecured noncredit enhanced debt are adjusted as shown in the table below, the Applicable Spread shall equal the percentage shown in the table below that corresponds to such rating.

Senior unsecured noncredit enhanced debt rating S&P/Moody’s	<u>Applicable Spread</u>
BBB+/Baa1 or higher	1.15%
BBB/Baa2	1.20%
BBB-/Baa3	1.60%
BB+/Ba1	2.00%
Below BB+/Ba1	Default Rate

For purposes of the foregoing, (w) if either Moody’s or S&P shall not have in effect a rating for the Borrower’s senior unsecured noncredit enhanced debt (other than by reason of the circumstances referred to in the last sentence of this definition), then reference shall be made solely to such rating then maintained by the other Rating Agency; (x) if neither Moody’s nor S&P shall have in effect a rating for the Borrower’s senior unsecured noncredit enhanced debt (other than by reason of the circumstances referred to in the last sentence of this definition), then the Applicable Spread shall be the highest rate per annum set forth in the table above; (y) if the ratings established or deemed to have been established by Moody’s and S&P for the Borrower’s senior unsecured noncredit enhanced debt shall fall within different categories in the table above,

the Applicable Spread shall be based on the higher of the two ratings, unless one of the two ratings is two or more categories lower than the other, in which case the Applicable Spread shall be determined by reference to the category next below that of the higher of the two ratings; and (z) if the ratings established or deemed to have been established by Moody's and S&P for the Borrower's senior unsecured noncredit enhanced debt shall be changed (other than as a result of a change in the rating system of Moody's or S&P), such change shall be effective as of the date on which it is first announced by the applicable Rating Agency. Each change in the Applicable Spread shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, or if either such Rating Agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Lender shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such Rating Agency and, pending the effectiveness of any such amendment, the Applicable Spread shall be determined by reference to the rating most recently in effect prior to such change or cessation.

"Base Rate" shall mean the higher of (a) the Prime Rate minus 1.50%, and (b) the sum of the Federal Funds Open Rate plus 0.50%.

"Default Rate" shall mean either the Index Floating Rate or the Alternate Rate, whichever rate shall be in effect at the time, plus 2%.

"Determination of Taxability" shall mean and be deemed to have occurred on the first to occur of the following:

(a) the date when the Borrower files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(b) the date when the Borrower shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the Borrower, or upon any review or audit of the Borrower or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(c) the date when the Borrower shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Lender the interest on this Bond due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (b) or (c) hereunder unless the Borrower has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Lender, the Borrower shall promptly reimburse the Lender for any payments, including any taxes, interest, penalties or other charges, the Lender shall be obligated to make as a result of the

Determination of Taxability. The Borrower shall be deemed to have been afforded the opportunity to contest if it shall have been permitted to commence and maintain any action in the name of the Issuer to judgment and through any appeals therefrom or other proceedings related thereto.

“Event of Taxability” shall mean (a) a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Borrower, or the failure to take any action by the Borrower, or the making by the Borrower of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of this Bond) which has the effect of causing interest paid or payable on this Bond to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes, or (b) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on this Bond to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes with respect to this Bond.

“Federal Funds Open Rate” shall mean, for any day, the rate per annum (based on a year of 360 days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North America, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption “OPEN” (or on such other substitute Bloomberg Screen that displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by the Lender (an “Alternate Source”) (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or on any Alternate Source, or if there shall at any time, for any reason, no longer exist a Bloomberg Screen BTMM (or any substitute screen) or any Alternate Source, a comparable replacement rate determined by the Lender at such time (which determination shall be conclusive absent manifest error); provided however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the “open” rate on the immediately preceding Business Day. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Federal Funds Open Rate without notice to the Borrower.

“Index Floating Rate” shall mean a rate of interest per annum equal to (rounded to the fourth decimal place) the sum of (a) the product of 80% and LIBOR, and (b) the Applicable Spread. The Index Floating Rate shall be adjusted (x) on each LIBOR Adjustment Date and (y) for any change in the LIBOR Reserve Percentage so that the Lender shall receive the same yield.

“LIBOR” shall mean, for any day, the rate per annum equal to the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Lender), as published on the applicable Bloomberg screen page (or other commercially available source providing such quotations as may be designated by the Lender from time to time) at or about 11:00 a.m., London time, two (2) London Business Days prior to the date in question, for United States dollar deposits with a one-month term, as adjusted from time to time in the Lender’s commercially reasonable discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs; *[provided that, to the extent a comparable or successor rate is approved by the*

Lender in connection herewith, the approved rate shall be applied in a manner consistent with market practice; *provided, further* that to the extent such market practice is not administratively feasible for the Lender, such approved rate shall be applied in a manner as otherwise reasonably determined by the Lender.] If LIBOR as determined pursuant to this definition is ever less than zero, then for purposes of determining the interest rate applicable to the Bonds, LIBOR shall be deemed to be zero.

“LIBOR Adjustment Date” shall mean (a) the Closing Date, (b) the first Business Day of each calendar month and (c) the effective date of any change in the LIBOR Reserve Percentage.

“London Business Day” shall mean any day on which dealings in United States dollar deposits are conducted by and between banks in the London interbank eurodollar markets.

“Maximum Federal Corporate Tax Rate” shall mean, for any day, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect as of such day (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender as of such day).

“Maximum Rate” shall mean fifteen percent (12%) per annum.

“Prime Rate” shall mean on any day, the rate of interest in effect for such day as publicly announced from time to time by Bank of America, N.A. as its “prime rate.” The “prime rate” is a rate set by Bank of America, N.A. based upon various factors including Bank of America, N.A.’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America, N.A. shall take effect at the opening of business on the day specified in the public announcement of such change.

“Taxable Date” shall mean the date on which interest on this Bond is first includable in gross income of the Lender as a result of a Determination of Taxability.

“Taxable Rate” shall mean, for each day on which interest on this Bond is includable in gross income of the Lender, a rate of interest per annum equal to the product of (a) the Index Floating Rate or the Alternate Rate, whichever rate shall be in effect for such day, and (b) the applicable Taxable Rate Factor. The Taxable Rate shall be adjusted (x) on each LIBOR Adjustment Date and (y) for any change in the LIBOR Reserve Percentage so that the Lender shall receive the same yield.

“Taxable Rate Factor” shall mean, for each day that the Taxable Rate is determined, the quotient of (a) one divided by (b) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

If any payment of principal of or interest on this Bond is payable on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day.

Subject to the terms of the Agreement, this Bond may be prepaid by the Borrower, on behalf of the Issuer, in whole or in part at any time without premium or penalty upon fifteen (15) days' prior written notice to the Lender.

The Agreement provides that the Lender, at its option, may declare all amounts payable under this Bond to be immediately due and payable upon an Event of Default thereunder, and upon such declaration all amounts hereunder shall become immediately due and payable.

NEITHER THE ISSUER (OR ANY REPRESENTATIVE THEREOF) NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND OR SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE THEREOF.

This Bond is registered in the name of the holder hereof on the registration books kept by the Bond Registrar designated pursuant to the Agreement, which registration has been made in said registration books and endorsed hereon by the Bond Registrar, and no registration of transfer hereof shall be valid unless made on said registration books at the written request of the holder as provided in the Agreement.

All acts, conditions and things required to happen, exist or to be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

This Bond is issued with the intent that the laws of the State of South Carolina will govern its construction.

THIS BOND MAY BE TRANSFERRED IN WHOLE, OR IN PART IN AUTHORIZED DENOMINATIONS, ONLY IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND MAY BE TRANSFERRED ONLY TO PERMITTED TRANSFEREES THAT PURCHASE BONDS, NOTES OR OTHER MUNICIPAL SECURITIES IN THE ORDINARY COURSE OF BUSINESS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Georgetown County, South Carolina has caused this Bond to be signed by the Chairman of its County Council, to be attested by the Clerk of its County Council, its seal to be affixed hereon and to be dated as set forth above.

**GEORGETOWN COUNTY,
SOUTH CAROLINA**

(SEAL)

By: _____
Johnny Morant
Chairman, County Council

ATTEST:

By: _____
Theresa E. Floyd
Clerk, County Council

TRANSFER OF BOND

This Bond is originally registered to Banc of America Preferred Funding Corporation. The transfer of this Bond may be registered by the registered owner or its duly authorized attorney or legal representative upon presentation hereof to the Registrar who shall make note of such transfer in books kept by the Registrar for that purpose and in the registration blank below.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SCHEDULE A

Bank of America, N.A.
ABA #026009593
New York, NY
Acct # 1366212250600
Attn: Corporate Credit Services
REF: FFC Banc of America Preferred Funding Corporation
Deal Name: Georgetown County, South Carolina (Series 2015B)

Item Number: 9.e
Meeting Date: 4/24/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

RESOLUTION No. 2018-16 - A RESOLUTION TO REQUEST THE MERGER, AND ANNEXATION, OF A CERTAIN PARCELS IN GEORGETOWN COUNTY WITH HORRY COUNTY; TO CONCUR IN THE REQUEST OF HORRY COUNTY TO THE MERGER, AND ANNEXATION OF CERTAIN PARCELS IN HORRY COUNTY WITH GEORGETOWN COUNTY; TO REQUEST THE GOVERNOR TO APPOINT AN ANNEXATION COMMISSION AND UPON THE COMPLETION OF THE ANNEXATION COMMISSION'S WORK TO ORDER AN ELECTION AND, WHERE APPLICABLE, CANVASSING; TO AUTHORIZE AND DIRECT THE COUNTY ADMINISTRATOR TO, AMONG OTHER THINGS, PRESENT THIS RESOLUTION TO THE GOVERNOR; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

CURRENT STATUS:

Pending

OPTIONS:

1. Adopt Resolution No. 2018-16.
2. Do not adopt Resolution No. 2018-16.

STAFF RECOMMENDATIONS:

Adopt Resolution No. 2018-16.

ATTACHMENTS:

Description	Type
□ Resolution No 2018-16 - Re Horry Georgetown Boundary	Resolution Letter

COUNTY OF GEORGETOWN)
)
STATE OF SOUTH CAROLINA) **RESOLUTION NO. 2018-16**

A RESOLUTION TO REQUEST THE MERGER, AND ANNEXATION, OF A CERTAIN PARCELS IN GEORGETOWN COUNTY WITH HORRY COUNTY; TO CONCUR IN THE REQUEST OF HORRY COUNTY TO THE MERGER, AND ANNEXATION OF CERTAIN PARCELS IN HORRY COUNTY WITH GEORGETOWN COUNTY; TO REQUEST THE GOVERNOR TO APPOINT AN ANNEXATION COMMISSION AND UPON THE COMPLETION OF THE ANNEXATION COMMISSION’S WORK TO ORDER AN ELECTION AND, WHERE APPLICABLE, CANVASSING; TO AUTHORIZE AND DIRECT THE COUNTY ADMINISTRATOR TO, AMONG OTHER THINGS, PRESENT THIS RESOLUTION TO THE GOVERNOR; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, as a result of a misunderstanding by Horry and Georgetown counties regarding the Horry-Georgetown County boundary line, there is an area within the statutory boundary of Georgetown County that has been treated as being in Horry County and whose owners erroneously believe their properties are located in Horry County (the “Georgetown County Affected Area”), as shown on the attached map marked as Exhibit A hereto; and

WHEREAS, as a result of the same misunderstanding, there is a small area within the statutory boundary of Horry County that has been treated as being in Georgetown County and whose owners erroneously believe their properties are located in Georgetown County (the “Horry County Affected Area”), also as shown on Exhibit A; and

WHEREAS, the General Assembly has provided a procedure for counties to use to merge, transfer, or annex an area from one county to another, codified as Chapter 5, Title 4, Code of Laws of South Carolina 1976, as amended (the “Change of Boundaries Statute”); and

WHEREAS, the General Assembly is considering during the 2018 session legislation to alter a portion of the procedure established in the Change of Boundaries Statute (the “2018 Legislation”); and

WHEREAS, the Change of Boundaries Statute provides for the initiation of the annexation process by the passage of a resolution by the county from which the area will be transferred and the 2018 Legislation provides for the initiation of the process by passage of a resolution by both the county from which the area will be transferred and the county to which it will be transferred; and

WHEREAS, Georgetown County Council and the Horry County Council both seek to have the Georgetown County Affected Area included by law in Horry County and the Horry County Affected Area included by law in Georgetown County, and both councils are passing resolutions to initiate the process for transferring by annexation the Georgetown County Affected Area to Horry County and the Horry County Affected Area to Georgetown County, whether pursuant to

the Change of Boundaries Statute or the 2018 Legislation (collectively, the Change of Boundaries Statute and the 2018 Legislation are referred to as the “Annexation Statute”); and

WHEREAS, upon presentation of resolutions approved in accordance with the Annexation Statute, the Governor is required to appoint a commission to investigate all facts in relation to the potential annexation and the Commission is to report to the Governor on the potential annexation; and

WHEREAS, upon compliance with the requirements of the Annexation Statute, the Governor is required to order an election or elections and, where applicable, a canvassing; and

WHEREAS, following an affirmative election or elections and, where applicable, canvassing conducted in accordance with the Annexation Statute, the General Assembly shall alter the boundary line of the affected counties; and

WHEREAS, it is the purpose of this resolution is to initiate the process for the merger or annexation of the Georgetown County Affected Area from Georgetown County to Horry County and the Horry County Affected Area from Horry County to Georgetown County.

NOW, THEREFORE, Georgetown County Council resolves that:

1. Pursuant to the Annexation Statute, Council requests that the Georgetown County Affected Area, as described in the recitals above and as depicted on the map attached to this resolution as Exhibit A, be merged with, or annexed to, Horry County.
2. Pursuant to the Annexation Statute, Council concurs in the request of Horry County, and requests itself, that the Horry County Affected Area, as described in the recitals above and as depicted on Exhibit A, be merged with, or annexed to, Georgetown County.
2. Pursuant to the Annexation Statute, Council requests the Governor to appoint an annexation commission and, upon satisfactory compliance with the Annexation Statute, to order the statutorily required election or elections and, where applicable, canvassing.
3. The County Administrator, or his designee, is authorized and directed to take any and all actions necessary to accomplish the purposes of this resolution including, but not limited to, (i) filing this resolution in the office of the Georgetown County Clerk of Court, (ii) presenting this resolution to the Governor, (iii) depositing with the Georgetown County Clerk of Court the amount of money sufficient to cover the expenses of surveys and plats and of the annexation commission and the election or elections and, where applicable, canvassing to be held to determine whether the proposed annexation shall be effected, and (iv) providing a copy of this resolution to the appropriate officials of Horry County.

AND IT IS SO RESOLVED

Dated this ___ day of _____, 2018.

SIGNATURES FOLLOW ON NEXT PAGE.

GEORGETOWN COUNTY COUNCIL

Johnny Morant, Chairman

Attest:

Theresa Floyd, Clerk to Council

Exhibit A to the Resolution

Map of Affected Area

[Insert Map]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Item Number: 11.a

Meeting Date: 4/24/2018

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

Second Reading

POINTS TO CONSIDER:

Liberty Georgetown Steel will invest \$16.6 million within the investment window (year 1-5) and maintain the statutory minimum thereafter. The company will maintain an employment level of a minimum of 150 employees.

FINANCIAL IMPACT:

Assessment ratio of 6% with locked millage rate for 20 years.

OPTIONS:

1. Adopt Ordinance No. 2018-07.
2. Do not adopt Ordinance No. 2018-07.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 2018-07.

NOTE: A motion to amend will be required at 2nd reading to incorporate ordinance text, as the ordinance was introduced by title only.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 2018-07 - Authorizing the Execution of a FILOT with Liberty Steel	Ordinance
<input type="checkbox"/> Liberty Steel Georgetown Fee Agreement	Backup Material

ORDINANCE NO. 2018-07

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, GEORGETOWN COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2018 (the “*Inducement Agreement*”) with Liberty Steel Georgetown, Inc., a Delaware corporation (the “*Company*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute and an expansion of the Company’s existing facilities in the County for the manufacture of coiled wire rod and other products (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately at least \$16,600,000.00 in the County and the expected creation and maintaining of approximately 150 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a “*Park*”) such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, enter into a Fee in Lieu of Tax Agreement with the Company (the “**Fee Agreement**”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, the County and ISG Georgetown, Inc. entered into an Inducement and Millage Rate Agreement dated as of August 10, 2004 (the “**2004 Inducement Agreement**”) to provide for the establishment and location of an additional “Project” in the County pursuant to the terms of the FILOT Act (the “**2004 Project**”); and

WHEREAS, pursuant to the 2004 Inducement Agreement, the County Council enacted on December 20, 2005 an Ordinance (hereinafter the “**2005 Fee Ordinance**”) to authorize the County to enter into certain agreements and transactions contemplated in the Inducement Agreement with ISG Georgetown, Inc., including, but not limited to, a fee-in-lieu of tax agreement relating to the 2004 Project; and

WHEREAS, in furtherance of the 2004 Project and in accordance with the terms of the 2004 Inducement Agreement and the 2005 Fee Ordinance, the County and ISG Georgetown, Inc. executed and delivered that certain Fee in Lieu of Tax Agreement dated as of December 20, 2005 (hereinafter the “**2005 Fee Agreement**”); and

WHEREAS, in connection with one or more merger(s), stock sale(s), or corporate reorganization(s), ISG Georgetown, Inc. subsequently changed its corporate name to Arcelormittal Georgetown, Inc., and has again changed its name to Liberty Georgetown Steel, Inc. (the name of the Company); and,

WHEREAS, to the extent that the above described merger(s), stock sale(s), or corporate reorganization(s) (hereinafter the “**Transfers**”) require consent of the County under the 2005 Fee Agreement and/or the Transfer Provisions (as such term is defined therein) in order for the 2005 Fee Agreement and the benefits provided to the Company thereunder to continue with and/or be assigned or transferred to the Company following such Transfers, the County desires to grant such consent; and,

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will

subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Georgetown County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of the Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project site to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Multi-County Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project site in such Park during the term of the incentives provided for pursuant to the Inducement Agreement and the Fee Agreement or subsequent ordinances or agreements.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 5. The County hereby consents to the Transfers and to the continuation of the 2005 Fee Agreement in the name of and for the benefit of the Company; provided, however, that in so consenting the County has not waived any default or breach under the 2005 Fee Agreement or otherwise waived any rights or remedies it may have thereunder.

Section 6. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this __ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

Clerk to County Council

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, the undersigned Clerk to County Council of Georgetown County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2018, _____, 2018, and _____, 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Georgetown County, South Carolina

Dated: _____, 2018

**FEE IN LIEU OF TAX
AGREEMENT**

Between

GEORGETOWN COUNTY, SOUTH CAROLINA

and

LIBERTY STEEL GEORGETOWN, INC.

Dated as of _____, 2018

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS	2
SECTION 1.02 PROJECT-RELATED INVESTMENTS	5

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY	6
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY	6

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT	7
SECTION 3.02 DILIGENT COMPLETION	7
SECTION 3.03 FILINGS AND REPORTS	7

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS	9
SECTION 4.02 [INTENTIONALLY OMITTED]	ERROR! BOOKMARK NOT DEFINED.
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS	10
SECTION 4.04 REMOVAL OF EQUIPMENT	10
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY	11
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT	11

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS	12
SECTION 5.02 RIGHTS TO INSPECT	12
SECTION 5.03 CONFIDENTIALITY	12
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY	13
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS	13
SECTION 5.06 INDEMNIFICATION COVENANTS	13
SECTION 5.07 QUALIFICATION IN STATE	14
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL	14
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS	14
SECTION 5.10 ADMINISTRATION EXPENSES	15
SECTION 5.11 PRIORITY LIEN STATUS	15

SECTION 5.12 INTEREST; PENALTIES.....	15
SECTION 5.13 SPONSOR AFFILIATES	15

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT	17
SECTION 6.02 REMEDIES UPON DEFAULT	17
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES	18
SECTION 6.04 NO WAIVER.....	18

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES	19
SECTION 7.02 BINDING EFFECT	19
SECTION 7.03 COUNTERPARTS	20
SECTION 7.04 GOVERNING LAW	20
SECTION 7.05 HEADINGS	20
SECTION 7.06 AMENDMENTS	20
SECTION 7.07 FURTHER ASSURANCE	20
SECTION 7.08 INVALIDITY; CHANGE IN LAWS	20
SECTION 7.09 TERMINATION BY COMPANY	20
SECTION 7.10 ENTIRE UNDERSTANDING.....	21
SECTION 7.11 WAIVER.....	21
SECTION 7.12 BUSINESS DAY	21

EXHIBIT A – DESCRIPTION OF LAND

EXHIBIT B – INVESTMENT CERTIFICATION

EXHIBIT C – MINIMUM JOB REQUIREMENT CERTIFICATION

EXHIBIT D—FORM OF JOINDER AGREEMENT

SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	Liberty Steel Georgetown, Inc.	Project Name:	Liberty Steel
Projected Investment:	\$25,600,000.00	Projected Jobs:	220
Location (street):	420 South Hazard Street	Tax Map Nos.:	See Exhibit A
1. FILOT			
Required Investment:	\$16,600,000.00		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6.0%	Term (years):	20 years
Fixed Millage:	293.5	Net Present Value (if yes, discount rate):	
Clawback information:	Company must invest the Contract Minimum Investment Requirement of \$16,600,000.00 during the Investment Period and maintain the FILOT Act Minimum Requirement thereafter. Must hire and thereafter maintain 150 new full-time employees in the County.		
2. MCIP			
Included in an MCIP:	New MCIP to be established.		
If yes, Name & Date:			
3. SSRC			
Total Amount:	N/A		
No. of Years	N/A		
Yearly Increments:	N/A		
Clawback information:	N/A		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2018 by and between **GEORGETOWN COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Georgetown County Council (the “*County Council*”) as the governing body of the County, and **LIBERTY STEEL GEORGETOWN, INC.**, a corporation organized and existing under the laws of the State of Delaware (the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of coiled wire rod and related products.

3. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

4. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

5. By enactment of an Ordinance on _____, 2018, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Liberty Steel Georgetown, Inc., a Delaware corporation, the Landlord and Operating Company, and, subject to the provisions of Section 5.09 hereof, any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$16,600,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“County” shall mean Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Georgetown County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Georgetown County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Georgetown County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Georgetown County Council, the governing body of the County.

“County Treasurer” shall mean the Georgetown County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for Development of Joint Industrial and Business Park (Liberty Steel Georgetown, Inc.) dated as of _____, 2018, as amended, between the County and _____ County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“Minimum Job Requirement” shall mean, with respect to the Project, 150 new full-time jobs created and thereafter maintained by the Company.

“Phase” or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of

whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 293.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2017, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State, has the power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the manufacture of coiled wire rod and related products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement and Minimum Job Requirement within the Investment Period.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Minimum Job Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20__.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 293.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 [Intentionally Omitted]

Section 4.03 Failure to Achieve Minimum Investment Requirement or Minimum Job Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement or Minimum Job Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certifications as to investment in the Project as well as the adherence to the Minimum Job Requirement. Such certifications shall be in substantially the forms attached hereto as Exhibit B and Exhibit C, respectively, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to

the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of

any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the

obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in substantially the form set forth as Exhibit D attached hereto. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act. [The Company hereby designates as a Sponsor Affiliate _____, a _____.]

[End of Article V]

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies

that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Liberty Georgetown Steel, Inc.

Attn: _____

With a copy to:

If to the County:

Georgetown County

Attn: County Administrator

129 Screven Street

Georgetown, SC 29442

And a copy to:

McNair Law Firm, P.A.

Attn.: Brandon T. Norris

104 S. Main Street, Suite 700

Greenville, SC 29601

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

By: _____
County Administrator

ATTEST:

Clerk to County Council of
Georgetown County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax Agreement]

LIBERTY GEORGETOWN STEEL, INC.

By: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax Agreement]

EXHIBIT A

LEGAL DESCRIPTION

TRACT ONE:

Parcels 1 through 9, inclusive, on a map entitled "Map Showing the Property in the City of Georgetown owned by Georgetown Steel Corporation" dated September 2, 1987, prepared by Samuel M. Harper, R.L.S., and recorded in the Office of the Register of Deeds for Georgetown County, South Carolina in Plat Book 9 at Page 133.

ALSO:

Parcel 14: All that certain piece, parcel or lot of land situate, lying and being in the City and County of Georgetown, State of South Carolina, containing 1.58 acres as shown on a plat of "Survey of 1.58 acres of land to be conveyed to Georgetown Steel Corporation, Located in the City of Georgetown, Surveyed for Georgetown Steel Corporation", dated October 25, 1988 and prepared by Samuel M. Harper, R.L.S., and recorded in the office of the Register of Deeds for Georgetown County in Plat Slide 15 at Page IB.

TMS# 05-0026A-001-00-00; #05-0026A-002-00-00; #05-0025-059-03-00; #05-0028- 022-01-00; #05-0025-025-00-00; #05-0025-0047-00-00; #05-0025-048-00-00; #05-0025- 057-00-00; #05-0025-053-00-00; #05-0025-052-00-00; #05-0025-006-00-00; #05-0025- 007-00-00; #05-0025-008-00-00; 05-0026-085-00-00; 05-0026-119-00-00; 05-0028-022-00-00;

ALSO:

TRACT TWO:

Parcels 1, 3 and 5, containing 4.80, 2.87 and 7.93 acres, respectively, acquired from Cytec Industries, Inc., on March 7, 1996 and shown on map entitled "Map of 40.44 Acres in the City of Georgetown and Georgetown County Surveyed for Cytec Industries, Inc.," by J. Luckey Sanders, R.L.S., dated December 14, 1995, revised February 28, 1996 and recorded in the Office of the ROD for Georgetown County, South Carolina in Plat Slide 194, Page 5.

TMS# 05-0028-023-01-00 (Parcels 1, 3 and Portion of Parcel 5);

TMS# 01-0439-003-01-00 (Portion of Parcel 5)

The above parcels being premises conveyed unto ISG Georgetown Inc. by deed of Georgetown Steel Company LLC dated June 18 2004 and recorded on June 18, 2004 in Deed Book 1526 at page 143 in the Office of the ROD for Georgetown County.

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of Liberty Georgetown Steel, Inc. (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 2018 between Georgetown County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

MINIMUM JOB REQUIREMENT CERTIFICATION

I _____, the _____ of Liberty Georgetown Steel, Inc. (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Georgetown County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The full-time jobs created by the Company in Georgetown County with respect to the Project during the calendar year ending December 31, 20__ was _____.

(2) The cumulative total full-time jobs created and maintained by the Company in Georgetown County with respect to the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is _____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT D

FORM OF JOINDER AGREEMENT

Reference is hereby made to that certain Fee Agreement effective as of _____, 2018 ("Fee Agreement"), between Georgetown County, South Carolina ("County") and Liberty Georgetown Steel, Inc. ("Company").

1. **Joinder to Fee Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement, and (b) acknowledges and agrees that: (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Sections 12-44-30(19), 12-44-30(20) and 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. **Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. **Notice.** Notices under Section 7.01 of the Fee Agreement shall be sent to:

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

ARCELORMITTAL GEORGETOWN, INC.

By:_____

Name:_____

Its: _____

Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By:_____

Name:_____

Its: _____

Item Number: 11.b

Meeting Date: 4/24/2018

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

Second Reading

POINTS TO CONSIDER:

Georgetown County, South Carolina and Williamsburg County, South Carolina are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties.

In order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A.

A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement.

Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park, which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others ("Georgetown Participating Taxing Entities") in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

FINANCIAL IMPACT:

The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

OPTIONS:

1. Adopt Ordinance No. 2018-08.
2. Do not adopt Ordinance No. 2018-08.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 2018-08.

NOTE: A motion to amend will be required at 2nd reading to incorporate ordinance text, as the ordinance was introduced by title only.

ATTACHMENTS:

Description		Type
▢	Ordinance No 2018-08 Joint County Industrial Park with Williamsburg County	Ordinance
▢	MCIP Agreement with Williamsburg County	Backup Material
▢	Intergovernmental Agreement	Backup Material

ORDINANCE NO. 2018-08

AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, Georgetown County, South Carolina (“Georgetown County”) and Williamsburg County, South Carolina (“Williamsburg County”, and Georgetown County and Williamsburg County collectively, the “Counties”) are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the “Act”).

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

Section 1: Georgetown County is hereby authorized to execute and deliver a written agreement to jointly develop an industrial and business park (the “Park”) with Williamsburg County. The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A hereto as of the date hereof. The form of the Agreement for Development of Joint County Industrial and Business Park (Project Wilma) (the “Agreement”) shall be in substantially the form attached hereto as Exhibit B. The form, terms and provisions of the Agreement attached hereto as Exhibit B be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council of Georgetown County, and the Administrator of Georgetown County be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Georgetown County. The Agreement is to be in substantially the form attached hereto as Exhibit B, or with such changes therein as shall be approved by the officials of Georgetown County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement attached hereto as Exhibit B.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid

in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement. Payments of fees-in-lieu of *ad valorem* taxes shall be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Georgetown County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park (“Georgetown Park Revenues”), which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others (“Georgetown Participating Taxing Entities”) in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

Section 5. The administration, development, promotion, and operation of the Park shall be the responsibility of Georgetown County, provided, that to the extent any Park premises is owned by a private party, the private party shall be responsible for development expenses as contained in the Agreement.

Section 6. In order to avoid any conflict of laws or ordinances between the Counties, Georgetown County ordinances will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

Section 7. The public safety officials which serve the Park shall be those which would otherwise normally provide such services in the geographic area within which the Park is located.

Section 8. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 9. The Agreement may not be terminated except by concurrent ordinances of Georgetown County Council and Williamsburg County Council, in accordance with the terms of the Agreement.

Section 10. This Ordinance shall be effective after third and final reading and approval by Georgetown County Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

WITNESS our hands and seals this ____ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

BY: _____
Administrator
Georgetown County, South Carolina

ATTEST:

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

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

Exhibit B

Agreement for Development of Joint County Industrial and Business Park

[see attached]

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR DEVELOPMENT OF
COUNTY OF GEORGETOWN)	JOINT COUNTY INDUSTRIAL AND
)	BUSINESS PARK (LIBERTY STEEL
COUNTY OF WILLIAMSBURG)	GEORGETOWN, INC.)

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Georgetown County, South Carolina ("Georgetown County"), dated as of _____, 2018, is made and entered into by and between Georgetown County and Williamsburg County, South Carolina ("Williamsburg County", and Georgetown County and Williamsburg County collectively, the "Counties"), both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, the Counties have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said Counties, and to increase the tax base of Georgetown County, there should be established in Georgetown County a joint county industrial and business park (the "Park"), which Park shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. Location of the Park.

(A) The Park consists of property located in Georgetown County, as is hereinafter more specifically described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a description of the properties located in the Park, as enlarged or diminished, together with a copy of the ordinances of Georgetown County Council and Williamsburg County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Georgetown County Council and by Williamsburg County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the Georgetown County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Georgetown County at least once and not less than fifteen (15) days prior to such hearing.

(D) Notwithstanding the foregoing, for a period of thirty-five (35) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner thereof and the Counties and, if applicable, lessee of such parcel.

4. Fee-in-Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Georgetown County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. Allocation of Park Expenses. The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

A.	Georgetown County	100%
B.	Williamsburg County	0%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

A.	Georgetown County	99%
B.	Williamsburg County	1%

Any payment by Georgetown County to Williamsburg County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Georgetown County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Georgetown County shall not be obligated to pay to Williamsburg County more than Williamsburg County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Georgetown County and Williamsburg County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Georgetown County into any one or more negotiated fee-in-lieu of tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in Georgetown County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County shall be identical to the percentage established for the allocation of revenue to Georgetown County pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Georgetown County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Georgetown County and Williamsburg County agree that this Agreement may not be terminated by either party for a period of thirty-five (35) years commencing with the effective date hereof.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

WITNESS our hands and seals as of this ____ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

By: _____
Administrator
Georgetown County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Georgetown County, South Carolina

WITNESS our hands and seals as of this ____ day of _____, 2018.

CAROLINA

WILLIAMSBURG COUNTY, SOUTH

By:

County Supervisor
Williamsburg County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Williamsburg County, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

STATE OF SOUTH CAROLINA)
)
CITY OF GEORGETOWN) INTERGOVERNMENTAL AGREEMENT
)
GEORGETOWN COUNTY)

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) dated as of the ____ day of _____, 2018 is made and entered into by and between the City of Georgetown, South Carolina (the “City”) and Georgetown County, South Carolina (the “County”).

WHEREAS, the County, with the consent of the City, as required by law, in conjunction with an adjoining county to be identified (the “Partner County”), intends to enter into an Agreement for the Development of a Joint County Industrial and Business Park (the “Park Agreement”) for the purpose of establishing a joint county industrial and business park (the “Park”) pursuant to Sections 4-1-170 and 4-1-172 (the “Park Act”), Code of Laws of South Carolina 1976, as amended (the “Code”), such Park to contain certain land and improvements thereon located within the County and the City generally located at 420 South Hazard Street and having as of the date hereof Georgetown County Tax Map Numbers as shown on Exhibit A, attached hereto and incorporated herein by this reference (the “Property”), such Property being more particularly described in the Park Agreement, in order to promote the economic welfare of the citizens of the County, the Partner County and the City through the acquisition by construction and/or purchase of certain improvements, furnishings, fixtures, machinery, apparatus and equipment by Liberty Steel Georgetown, Inc. and/or its affiliates or assigns (collectively, the “Company”) for the purpose of establishing an industrial facility on the Property (the “Project”); and

WHEREAS, pursuant to the Park Agreement and the Park Act the County will collect fees in lieu of *ad valorem* taxes with respect to the Project and other property located in the Park (“Park Fees”); and

WHEREAS, the City and the County wish to enter into an agreement as to distribution of net Park Fees received and retained by the County with respect to the Project and all other real and personal property located upon or comprising a portion of the Property with respect to each property tax year after application of any special source revenue credits and distribution of any amount to the Partner County required by the Park Agreement (the “Net Park Fees”); and.

NOW, THEREFORE, BE IT AGREED:

1. Inclusion of Property in Park. Pursuant to the Park Act, the City hereby consents to the inclusion of the Property in the Park.
2. Distribution of Net Park Fees. Net Park Fees shall be distributed to the City in the same proportion and ratio, and for the same purposes, as its millage bears to the overall millage total levied with respect to the Property for the applicable tax year except as otherwise provided

by ordinance of Georgetown County, from time to time, relating to payment of special source revenue bonds or provision of special source revenue credits or payments, as the same may be modified or amended. Such Net Park Fees distributed to the City shall be allocated to operations and maintenance and to debt service as determined by the City Council of the City.

3. Effective Date. Pursuant to a resolution adopted by the City Council of the City and an ordinance enacted by the County Council, the City and the County are executing this Agreement as of the date set forth above.

4. Miscellaneous.

A. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when either hand delivered or deposited in the United States mail, certified mail, return receipt requested, with postage pre-paid, and addressed to the party or parties for whom intended as follows:

If to the County: Georgetown County, South Carolina
Attn: County Administrator
129 Screven Street
Georgetown, SC 29442

with a copy to: Brandon T. Norris
McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, South Carolina 29601

If to the City: _____

The County or the City by notice given hereunder, may designate any further or different address as to which subsequent notices, certificates, requests, or other communications shall be sent.

B. No covenant, obligation, or agreement contained herein shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the County or the City, in any other than his official capacity, and neither the members of the County Council or the City Council, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the County or the City contained in this Agreement.

C. This Agreement may not be effectively amended, changed, modified, altered, or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all parties hereto.

D. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

E. If any other provision of this Agreement, or any covenant, obligation, or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

F. This Agreement shall be deemed to be a contract made under the laws of the State of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina.

[signature page follows]

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed in their respective names, all as of the date first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Administrator
Georgetown County, South Carolina

ATTEST:

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

CITY OF GEORGETOWN, SOUTH CAROLINA

(SEAL):

By: _____
Mayor, City of Georgetown, South Carolina

ATTEST:

By: _____
City Clerk
City of Georgetown, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

Item Number: 11.c

Meeting Date: 4/24/2018

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-10 - An amendment to the Future Land Use map for approximately 55 acres located at the intersection of North Fraser Street and Northgate Boulevard adjacent to the Georgetown City limits from Commercial and Low Density Residential to Commercial. TMS No.02-1009-008-00-00). Case Number REZ 1-18-19873.

CURRENT STATUS:

The Future Land Use map designates a portion of the 55-acre area in question as commercial. The western most portion of designated as low density residential as is the remainder of the 340 acres.

POINTS TO CONSIDER:

At their March 15th meeting, the Planning Commission recommended rezoning the 55-acre portion from 10,000 Square Feet Residential (MR-10) to General Commercial (GC) with a 6 to 0 vote. The Commission also recommended that the remainder of the 55 acres be reclassified as commercial on the Future Land Use map.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 2018-10 Amendment to FLU for 55 acres on N Fraser St	Ordinance
<input type="checkbox"/> Grimes FLU attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-10

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY APPROXIMATELY 55 ACRES LOCATED ON NORTH FRASER STREET AT ITS INTERSECTION WITH NORTHGATE BOULEVARD NEAR THE CITY LIMITS OF GEORGETOWN AND FURTHER IDENTIFIED AS A PORTION OF TMS NUMBER 02-1009-008-00-00, FROM COMMERCIAL AND LOW DENSITY RESIDENTIAL TO COMMERCIAL.

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

To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of approximately 55 acres located at the intersection of North Fraser Street and Northgate Boulevard and further identified as a portion of TMS 02-1009-008-00-00 from commercial and low density residential to commercial.

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

Johnny Morant (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

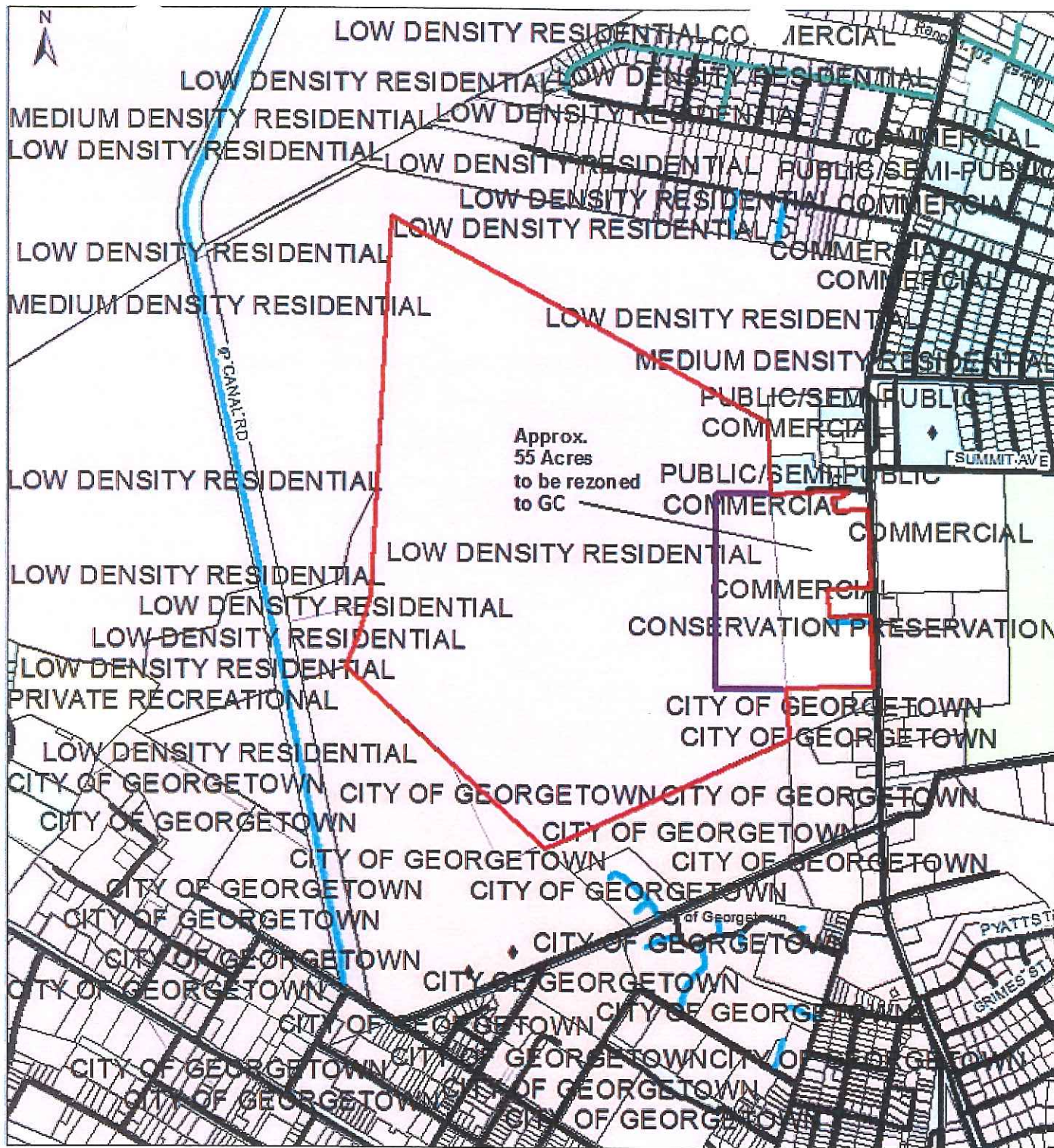
This Ordinance, No. 2018-10, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



Richmond Realty Co, LLC
Property FLU Map
REZ 1-18-19873

Legend

Streets

<all other values>

Maintained By

County

Private

State

Richmond Realty Co, LLC

Lot Lines

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 425 850 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.

RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Richmond Realty Company, LLC filed a request to rezone approximately 55 acres from 10,000 Square Feet Residential (MR-10) to General Commercial (GC); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area for both Commercial and Low Density Residential development;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate approximately 55 acres of this 340 acre tract fronting Highway 701 across from the northern entrance to the Wal-mart Shopping Center as Commercial.

ADOPTION OF THE FOREGOING RESOLUTION moved by _____ ,
seconded by _____ , and after discussion, upon call vote thereon, the
vote was as follows:

Those in favor --

Those opposed --

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 11.d

Meeting Date: 4/24/2018

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-11- An ordinance to rezone approximately 55 acres from 10,000 Square Feet Residential (MR-10) to General Commercial (GC) located on North Fraser Street just across from Walmart and behind Georgetown Kraft Credit Union (a portion of TMS No. 02-1009-008-00-00).

On January 23, 2018, Richmond Realty Company, LLC filed a request to rezone approximately 55 acres from 10,000 Square Feet Residential (MR-10) to General Commercial (GC). The property is located on North Fraser Street just across from Walmart and behind Georgetown Kraft Credit Union. Case Number REZ 1-18-19873.

CURRENT STATUS:

The property is currently zoned 10,000 Square Feet Residential (MR-10). The site is partially cleared. Georgetown Kraft Credit Union was also located on this tract prior to being subdivided. The subdivided parcel was also rezoned to GC and was subsequently annexed into the City limits of Georgetown.

POINTS TO CONSIDER:

1. The property is located across from the northern most entrance to the Wal-Mart Shopping Center in the City of Georgetown. The site is bordered by commercial zoning and General Residential to the north, and residential zoning to the west. The parcels to the south and east of this tract are zoned either commercial or Planned Development by the City of Georgetown.
2. The site is surrounded by existing commercial offices, retail and vacant property.
3. The entire tract contains approximately 340 acres. The applicant is proposing to rezone approximately 55 acres fronting on the existing General Commercial zoning to GC. The minimum lot size in the GC zoning district is 10,000 square feet.
4. The site is accessed by Northgate Boulevard, a private drive off Highway 701. The right of way will need to be extended to provide frontage for any future subdivision of the rear portion of the tract.
5. The applicant provided a study of the property for information purposes only. The future subdivision of the tract into more than 10 lots would require approval by the Planning Commission.
6. The Future Land Use Map designates a portion of the proposed 55-acre area as commercial. The western most portion is designated as low density residential as is the remainder of the 340 acres. The map will need to be amended from commercial and low density residential to commercial in order to facilitate this request.
7. Staff recommended approval for the proposed rezoning from MR-10 to GC for the approximately 55 acres as shown on the attached maps. Staff also recommended an amendment to the Future Land Use Map to redesignate the remainder of the 55 acres from Low Density Residential and Commercial to Commercial

Commercial to Commercial.

8. The Planning Commission held a public hearing on this issue at their March 15th meeting. No one but the applicant came forward to speak. The Commission voted 6 to 0 to recommend approval for the rezoning and the amendment to the Future Land Use map.

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:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
▢	Ordinance No 2018-11 T rezone approximately 55 acres from 10,000 Square Feet Residential (MR-10) to General Commercial (GC) located on North Fraser Street	Ordinance
	Grimes rezoning attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-11

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBER 02-1009-008-00-00 LOCATED ON NORTH FRASER STREET AT NORTHGATE BOULEVARD FROM 10,000 SQUARE FEET RESIDENTIAL (MR-10) TO GENERAL COMMERCIAL (GC).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBER 02-1009-008-00-00, LOCATED ON NORTH FRASER STREET AT NORTHGATE BOULEVARD FROM 10,000 SQUARE FEET RESIDENTIAL (MR-10) TO GENERAL COMMERCIAL (GC) AS REFLECTED ON THE ATTACHED MAP.

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

_____(SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-11, 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
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: 02-1009-008-00-00

Street Address: TBD N. Fraser Street (across from Walmart)

City / State / Zip Code: Georgetown, SC 29440

Lot Dimensions/ Lot Area: 55 Acres

Plat Book / Page: PLT 2361-311

Current Zoning Classification: MR-10

Proposed Zoning Classification: GC

Property Owner of Record:

Name: Richmond Realty Company, LLC

Address: 717 Black River Road

City/ State/ Zip Code: Georgetown, SC 29440

Telephone/Fax Numbers: 843-325-1187

E-mail: Busy500@bubbagrimes.com

Signature of Owner / Date: 

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:

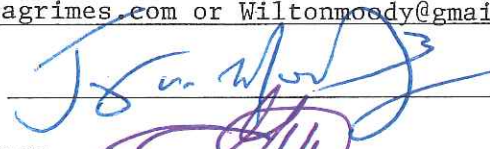
Name: Bubba Grimes - Will Moody

Address: 717 Black River Road

City / State / Zip Code: Georgetown, SC 29440

Telephone/Fax: 843-325-1187 or 843-520-6868

E-mail: busy500@bubbagrimes.com or Wiltonmoody@gmail.com

Signature of Agent/ Date: 

Signature of Property Owner: 

Contact Information:

Name: Bubba Grimes - Will Moody

Address: 717 Black River Road

Phone / E-mail: 843-325-1187 or 843-520-6868

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.

Richmond Realty Co. requests a zoning change from MR-10 to GC.
GC zoning runs along N Fraser St and we would like to extend the
existing zoning into the depth of the subject property.

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:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

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

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

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

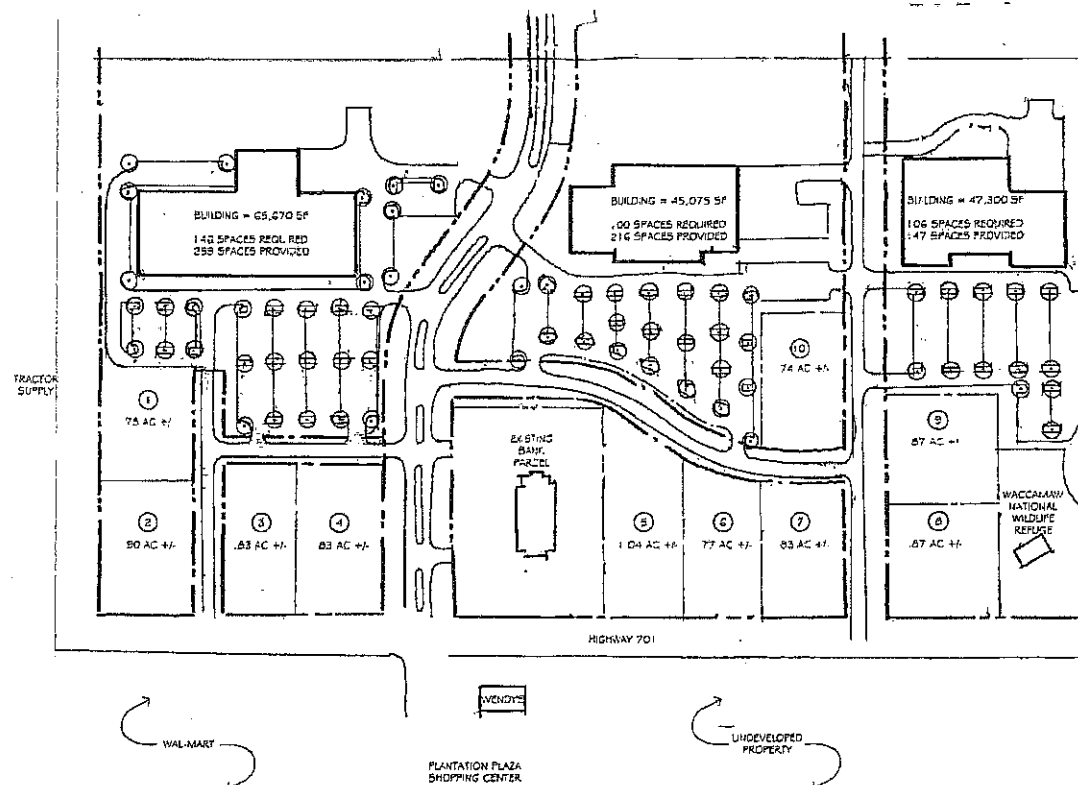
Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need additional assistance, please call our office at 843-545-3158.

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

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

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

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



SGA
ARCHITECTURE
CHARLESTON - GREENVILLE - FAWLEY'S ISLAND

GRIMES PROPERTY
REVISED STUDY
GEORGETOWN, SOUTH CAROLINA

200' 0 200'
100'
SCALE: 1"=200'
JULY 11, 2017

INTERNATIONAL PAPER COMPANY

TRACT #1
TAX MAP # 2-1009-B
327.2± ACRES

6,700±

VICTORY CHRISTIAN FELLOWSHIP

CRD

S. C. HARRIS
DEPT.

GC

IN
CITY

U. S. HIGHWAY 701

WALMART

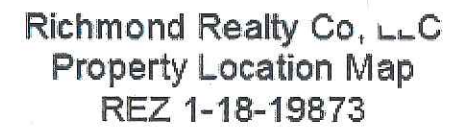
BOARD OF
GEORGETOWN CO.

GEORGETOWN
CITY OF GEORGETOWN COUNTY

TRACT #4
TAX MAP # 5-2A-2
500' 22± ACRES

1,800±

INVESTMENT
PARTNERSHIP



Streets

—— <all other values>

County

Private

State

☐ Richmond Realty Co, LLC

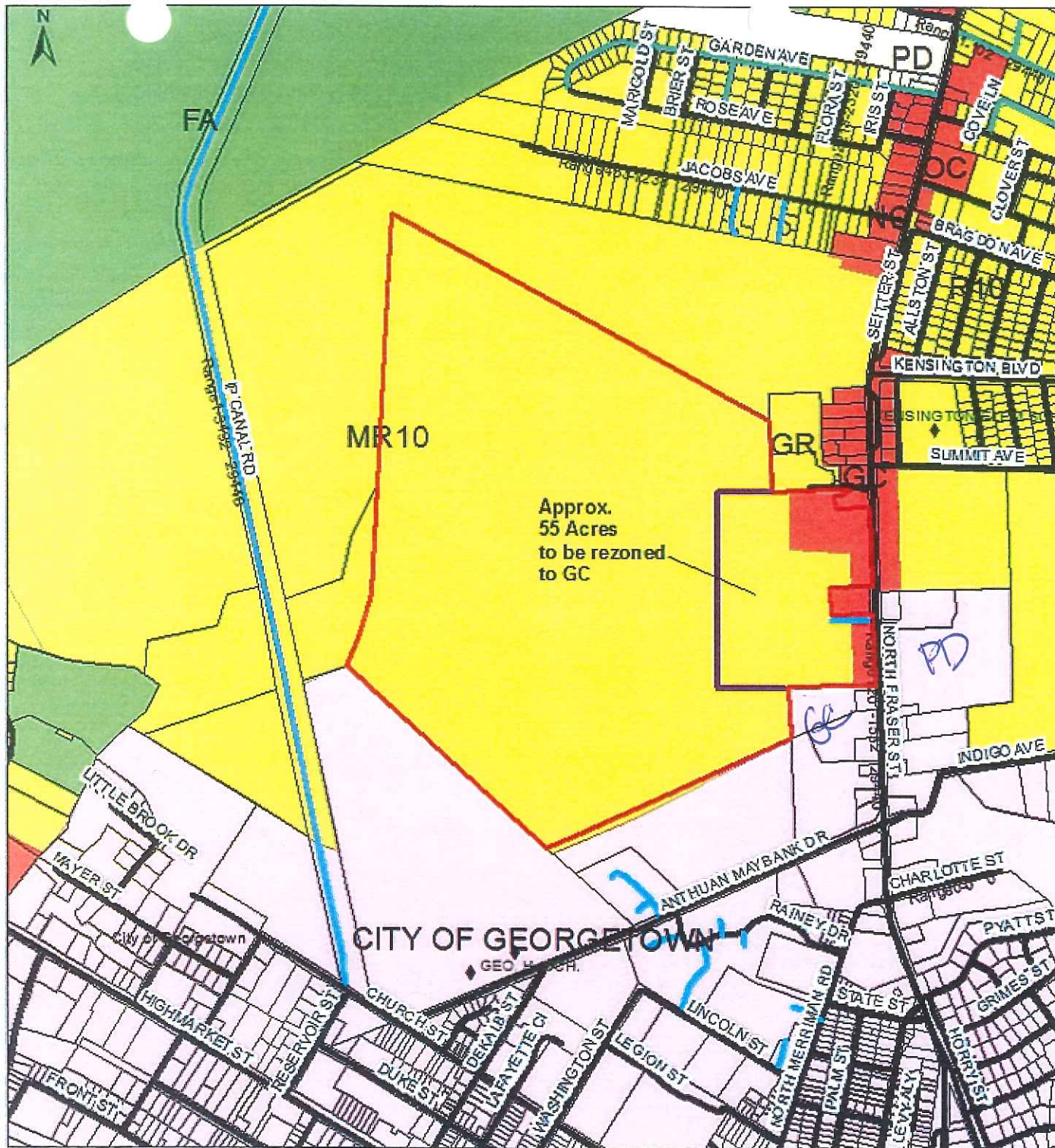
☐ Lot Lines

Landmarks

Municipalities



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.



Richmond Realty Co., LLC Property Zoning REZ 1-18-19873

Legend

Streets

all other values

Maintained By

County

Private

State

Richmond Realty Co., LLC

Lot Lines

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

PAAC

PAAC

GC

GR

GRR

HS

LI

MHP

MRIC

NC

CC

PA

PD

RI

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

RIAC

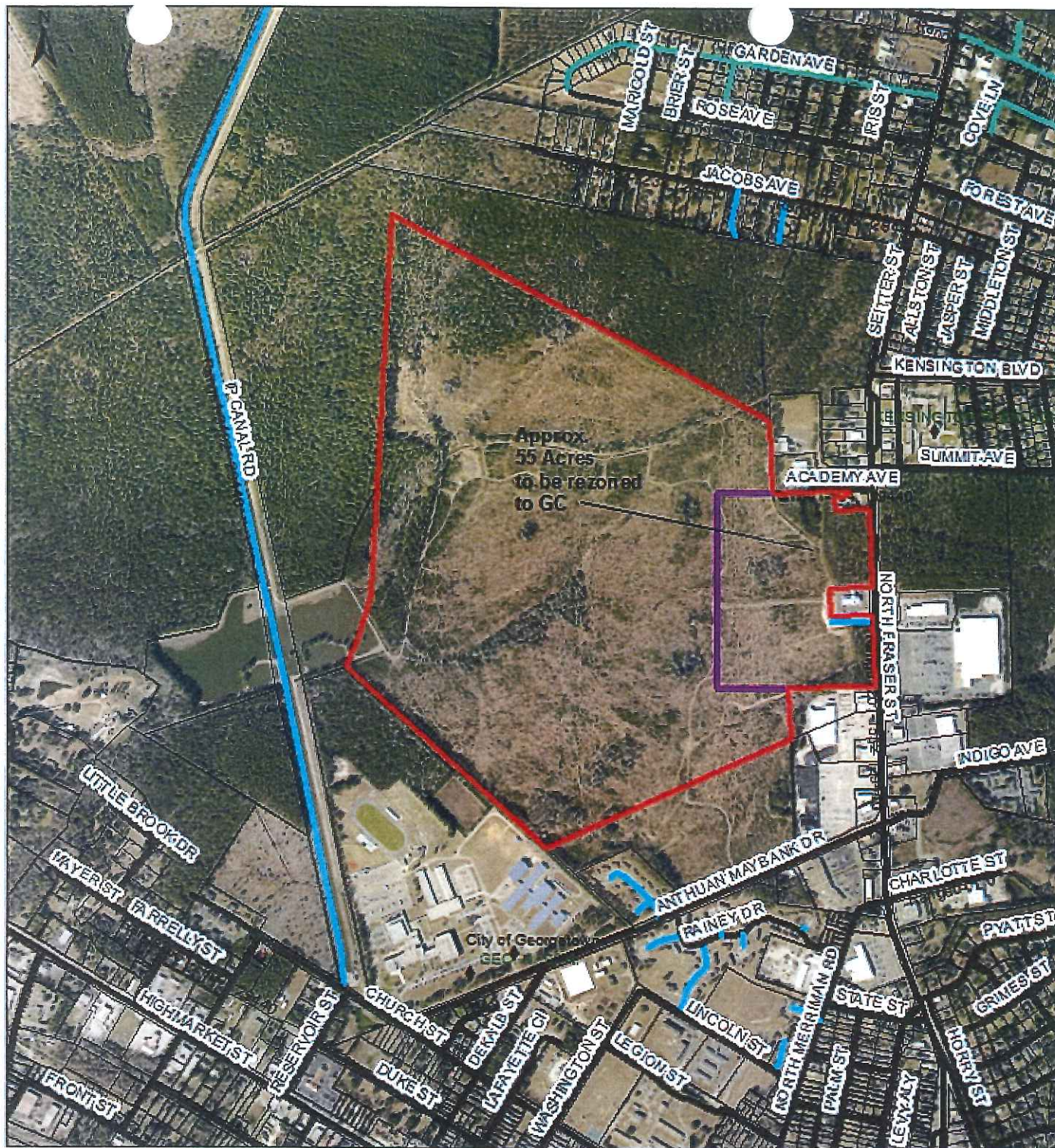
RIAC

RIAC

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.



Richmond Realty Co, LLC
Property Aerial
REZ 1-18-19873

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Richmond Realty Co, LLC

— Lot Lines

◆ Landmarks

sde.SDE.Imagery2017Med

RGB

Red: Band_1

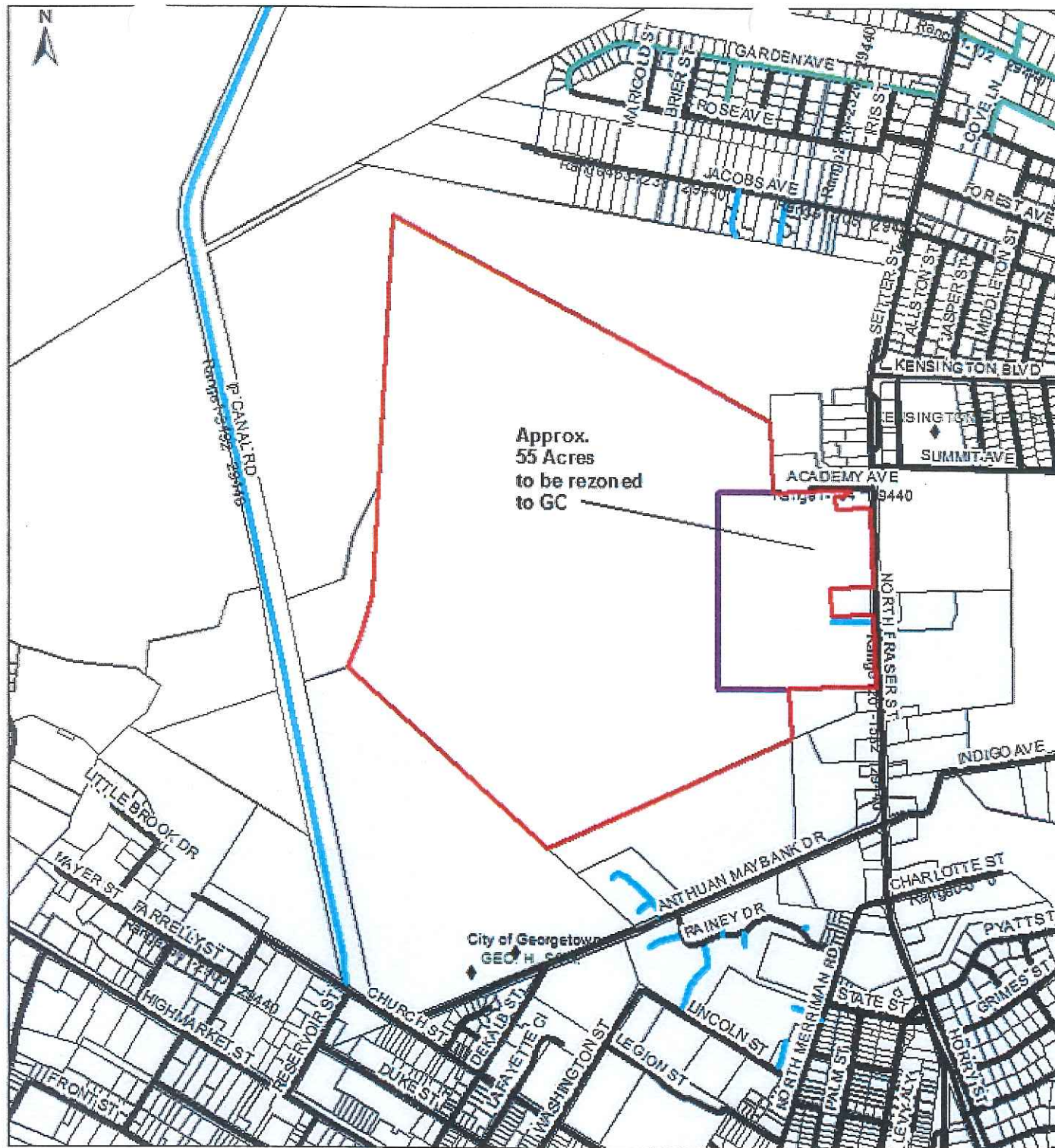
Green: Band_2

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.



Richmond Realty Co, LLC Property Location Map REZ 1-18-19873

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Richmond Realty Co, LLC

Lot Lines

Landmarks

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 Will Moody as agent for Richmond Realty Co, to rezone approximately 55 acres of TMS 02-1009-008-00-00 from 10,000 Square Feet Residential (MR-10) to General Commercial (GC). The property is located on North Fraser Street just across from Walmart and behind Georgetown Kraft Credit Union. Portion of TMS# 02-1009-008-00-00. Case Number REZ 1-18-19873.

The Planning Commission will be reviewing this request on **Thursday, March 15, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Item Number: 12.a
Meeting Date: 4/24/2018
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-12 – An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2018, and Ending June 30, 2019; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

CURRENT STATUS:

First Reading by Title

Item Number: 12.b
Meeting Date: 4/24/2018
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-13 - An Ordinance Authorizing a Property Lease Agreement with the Career Resource Center for use of space within the North Santee Community Center building located at 1484 Mount Zion Avenue, Georgetown, South Carolina and included within TMS# 01-0451-122-00-00.

CURRENT STATUS:

First Reading by Title

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2018-13 - Authorizing a Property Lease Agreement with Career Resource Center	Ordinance
▣ Lease Agreement - Career Resource Center	Exhibit
▣ N Santee Career Resource Center Diagram	Exhibit
▣ Exhibit A - Career Resource Center	Exhibit

ORDINANCE NO: 2018-13

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate situate in Tax District No.

WHEREAS, The Career Resource Center is desirous of providing opportunities to

WHEREAS, Georgetown County Council has determined that it is in the best

WHEREAS, a public hearing on said agreement was held _____, 2018.

AND SO IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL:

The Career Resource Center is desirous of leasing space within the North Santee Community Center from Georgetown County for operation of a summer and afterschool enrichment program as outlined within lease document marked as EXHIBIT A.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect.

This ordinance shall take effect upon final approval of this ordinance.

DONE, RATIFIED, AND ADOPTED THIS _____ DAY OF _____, 2010.

_____ (Seal)

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. _____ 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: _____

State of South Carolina)
)
County of Georgetown)

Lease Agreement

This Agreement made and entered into this _____ day of _____, 2018, by and between the Georgetown County, hereinafter referred to as LESSEE, and The Career Resource Center, a 501-c3 Non-profit Organization, hereinafter referred to as LESSOR.

WITNESSETH:

For and in consideration of the mutual covenants of the parties hereto, the LESSOR, for itself and its successors and assigns, does hereby rent unto the LESSEE, its successors and assigns; the following described property:

The space herein described within the North Santee Community Center, Georgetown County, South Carolina, from the dates of June 1, 2018 through August 30, 2018 from 8:00a.m. – 5:00p.m., Monday through Friday and the dates of September 1, 2018 through May 1, 2019 from 3:00p.m. – 5:00p.m. It shall be noted that activities of Bureau on Aging Services take precedence over other programs operating within this facility. From time to time, with advance notice, this facility may be needed for programming needs for this entity. Bureau of Aging Services will, however, endeavor to work with the program provider to minimize interruption of the scheduled needs of this program.

Whereas, the LESSOR is willing to rent this property for a monthly rate of XXX per month.

ALSO:

TO HAVE AND TO HOLD unto the LESSEE, its Successors and Assigns, the above leased space, subject to the following terms and conditions:

1. That the term of this lease shall be for no less than twelve (12) months and shall commence June 1, 2018, and ending at 12:00 midnight on May 30, 2019.

2. That the LESSEE shall pay as rent for the use of said space XXXX DOLLARS AND NO CENTS (\$XX) per month.
3. During the term of this agreement Insurance Requirements for LESSEE are as follows:

(a) Liability Insurance: LESSEE shall pay for and maintain liability insurance covering all activities conducted on the premises with the minimum coverage of ONE MILLION DOLLARS (\$1,000,000.00), and shall name the Greater St. Luke Development Council and the County of Georgetown as additional insurers under the policy. The policy must be provided to the Greater St. Luke Development Council and the Georgetown County Parks and Recreation Department and must be for the length of the lease agreement.

(b) Hold Harmless: LESSEE shall not hold the LESSOR or the County of Georgetown responsible for any injury to person or property that arises out of LESSEE use of the Premises, or any portion thereof. LESSOR and the County of Georgetown shall not be responsible for any debt incurred by LESSEE with regard to the premises. LESSEE agrees not to seek subrogation from the County in connection with any third party claims against LESSEE, and to indemnify the LESSOR and the County of Georgetown, its officials, agents, and employees from any action brought against the LESSOR and the County of Georgetown in connection with the use of the premises by LESSEE or its agents.

(c) Utilities: Monthly rental rate shall be inclusive of utilities.

(d) Maintenance: LESSEE accepts the premises in "as is" condition. LESSEE agrees to maintain the rented space including, but not limited to, normal upkeep and repair of said rented space and equipment and or furnishings, as well as generally accepted practice associated with the premise maintenance. It should also be noted that LESSOR shall monitor the after-school program of the LESSEE on a weekly basis.

It should also be noted and accepted by LESSEE that any items listed on EXHIBIT A (a copy of which is attached hereto and marked as Exhibit A) are not allowed to be used in the space provided by this Lease Agreement.

(e) Improvements: LESSEE must receive prior written approval from the Georgetown County Parks and Recreation Department for any improvements. All improvements and repairs to the premises, including but not limited to structures, ground surfacing, interior modifications and fixtures will be at the LESSEE’S expense and become the sole property of the County upon termination of the lease.

(f) Termination: Unless otherwise noted, this agreement will expire at midnight on May 30, 2018. Either LESSEE or LESSOR may terminate this agreement prior to the stated commencing date by providing NINETY (90) days written notice to the other party. Any payments due prior to conclusion of the agreement will be prorated.

(g) Default: If the LESSEE defaults with regard to any portion of the terms of this agreement, the County shall give notice of the default to LESSEE and LESSEE shall have THIRTY (30) days to resolve the default. If LESSEE fails or refuses to resolve the default within the THIRTY (30) day period, the LESSOR may declare this agreement to be in default and shall seek as a remedy such relief as is deemed appropriate by the LESSOR, including the eviction of the LESSEE from the premises.

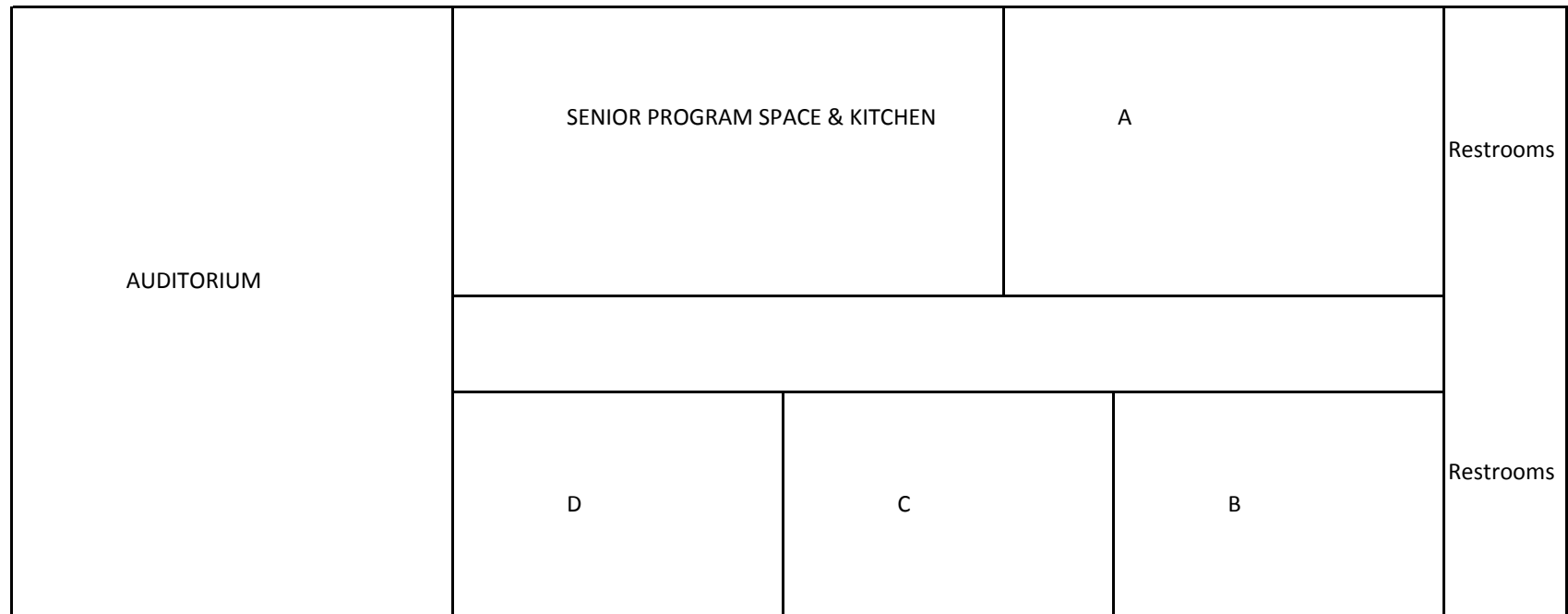
(h) Savings Clause: If, during the term of this agreement, it is found that a specific clause of the agreement is illegal under law, the remainder of the agreement is not affected, and shall remain in force.

In witness where of the said parties have hereunto interchangeable set their Hands and Seals as of this ____ day of _____, 2018.

The Career Resource Center
Lesser

Georgetown County
Lessor

NORTH SANTEE COMMUNITY CENTER



Drawing NOT to scale

- B Currently Aging Services Site Manager Office, Storage & Crafts Room
- C Currently Aging Services Fitness Equipment Room (treadmill, etc)
- D Currently Aging Services Game & Pool Table Room

The Career Resource Center requests (3) Classrooms & Auditorium

June -August, 2018 Monday through Friday 8:00am - 5:00pm

September 2018 - May 2019 Monday through Friday 3:30PM-5:00PM

EXHIBIT A

Georgetown County Bureau of Aging Services operates at congregate dining program within the North Santee Community Center Monday – Thursday from approximately 9:00a.m until 1:30p.m.. This program utilizes the following spaces within the facility:

Program Room / Kitchen

Game Room

Fitness Room

As such, these spaces will not be available during hours defined above for use by The Career Resource Center programs.

Cooking is NOT permitted within the North Santee Community Center at any time.

Refrigerator and pantry space within kitchen area is reserved for Bureau of Aging Service use for storage of congregate and home delivered senior meals. Program supplies not affiliated and/or supplied by Bureau of Aging Services may not be utilized by and/or comingled with those of other organizations.

Item Number: 15.a
Meeting Date: 4/24/2018
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDER CONSIDERATION:

Presentation of Matthew Miele as Employee of the Quarter for the 1st quarter of 2018.

CURRENT STATUS:

Matthew Miele, a capital projects designer with the Public Services Department has been named Georgetown County's Employee of the Quarter. He has been employed with the county for 2 and a half years.

POINTS TO CONSIDER:

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

Matthew is the "kind of young professional we aspire to have on our team," said Public Services Director Ray Funnye. Matthew joined the department's Capital Projects Division right out of college. His job entails hydrology and hydraulic studies supporting drainage studies, Auto CAD design for county projects, permitting and project management support, and CEPSCI compliance inspections.

After his hire, Matthew rapidly familiarized himself with the process for delineating drainage areas for hydrology studies and demonstrated his adaptability to learn new software quickly. In no time, he was merging topography layers with color graphics to demonstrate areas of flooding using software that was brand new to the county.

As an example, Matthew created a color graphic map to present at the County's Watershed Committee to show areas of a community that was experiencing flooding. With the map, the committee was able to determine an outfall for the community's flooding problems and commission a drainage improvement solution.

Matthew adapts to new concepts efficiently and is always willing to provide support. For example, the county's Stormwater Division's Compliance Inspector resigned, leaving the division without an inspector for some time. Matt took the state's inspection certification course, passed, and began bi-monthly inspections immediately. He was able to manage his workload and conduct inspections for more than 35 permitted projects in support of the Stormwater Division.

Matt also recently assisted the Library director with an evaluation of architects for a new capital project. The director, Dwight McInvaill, noted that Matthew came in well prepared, made an excellent impression and was exceptionally helpful.

"He has the kind of positive, team player attitude we really aspire to have in employees," Funnye said. "He is always willing to support the team. He is courteous and kind, and offers to help out when we need all hands on deck. He has a great attitude about work and never looks for credit."

FINANCIAL IMPACT:

N/A

OPTIONS:

Report is provided or information only and requires no action of Council.

STAFF RECOMMENDATIONS:

Report is provided or information only and requires no action of Council.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ Nomination Form	Cover Memo



EMPLOYEE OF THE QUARTER NOMINATION FORM

Employee's name: Matthew Miele
Job title: Capital Projects Designer I
Department/Division: Public Services Department/Capital Projects Division
Number of Years Employed With County: 2.5 yrs

List all positions held within County:

Capital Projects Designer I

What does this employee's current job description entail?

hydrology and hydraulic studies supporting drainage studies, AutoCAD design for County projects, permitting and project management support, CEPSCI compliance inspections.

On an attached sheet and using specific examples, please explain why this employee should be named Employee of the Quarter. This narrative should be no more than one page in length and may include but is not limited to:

- Goals/objectives the employee has completed, especially in the last quarter;
- Committees served on and/or volunteer service to the county;
- Ways the employee has demonstrated initiative and enthusiasm at work;
- Certifications, licenses, etc.;
- Details about the quality of the employees work, knowledge of the job and department;
- Details about how the employee interacts with others, including customers and co-workers.



Director's Signature

4/6/18

Date



Matthew Miele started working for Georgetown County Capital Projects Division right out of college. He rapidly got up to speed on how to delineate drainage areas for hydrology studies and demonstrated his adaptability to learn new software quickly. Matt was merging topography layers with color graphics to demonstrate areas of flooding using software that was brand new to the County within weeks of the purchase. For example, Matt created a color graphic map to present at the County's Watershed Committee which demonstrated areas of a community that was experiencing flooding. With the map, the committee was able to determine an outfall for the community's flooding problems and commission a drainage improvement solution. Matt adapts to new concepts efficiently and is always willing to provide support. For example, the County's Stormwater Division's Compliance Inspector resigned leaving the division without an inspector for just under a year. Matt took the State's Inspection Certification Course, passed, and began bimonthly inspections immediately. He was able to manage his workload and conduct inspections for over 35 permitted projects in support of the Stormwater Division.

Matt is always willing to support the Public Services Department team. He is courteous and kind, and offers to help out when we need "all hands on deck". Matt has a great attitude about work and never looks for credit. He understands the importance of being a team player and knowing what to do when a project's deadline is nearing.

These are some of the many reasons why I nominate Matthew Miele for Employee of the Quarter.

A handwritten signature in blue ink, appearing to read "Amy", is located in the lower right quadrant of the page.

GEORGETOWN COUNTY
POLICY AND PROCEDURE MANUAL

SECTION: County Policy		TITLE: Employee of the Quarter		
SUBJECT Standard Procedure for selecting and awarding Employee of the Quarter				
PURPOSE		Develop procedure for full-time and part-time employees of Georgetown County to be elected and awarded Employee of the Quarter. This award will acknowledge the hard work and efforts of employees at non-managerial levels in all county departments. (Managers should be nominated for the Manager of the Year Award. Criteria is outlined in a separate policy.)		
PROCEDURE: Eligible Candidates Nominations by Directors/ Elected Officials Voting Process and Announcements of Award Presentation of Employee of the Quarter Award		<ol style="list-style-type: none">1. All full-time and part-time employees serving in non-managerial roles who are currently on the Georgetown County payroll are eligible to be nominated for this award.2. All nominations must be submitted by a Director or Elected Official, who must sign a completed Employee of the Quarter form (see attached) for nominee at the end of each quarter (March 31, June 30, September 30 and December 31). Forms should be submitted to the Public Information Officer (PIO) by the end of the week following the quarter end (Early deadline may be set for the 4th quarter). During the second directors meeting of the month (following the quarter ending), nominating directors and elected officials will state why their employee was nominated and give specific examples of their work ethics. Copies of nomination forms will be distributed to directors prior to meeting. Elected Officials with nominations will be invited to the meeting by the PIO.3. Directors will vote using secret ballot. Votes will be counted by a third party. The employee who receives the most votes will be announced at the meeting.4. Following the vote, the Employee of the Quarter will be invited to the next County Council meeting by the nominating director or elected official, presented a Certificate of Appreciation for their dedication and awarded four (4) hours of Administrative Leave. Creation of the Certificate of Appreciation will be the responsibility of the PIO. At the end of the year, Employees of the Quarter will be recognized at the employee holiday luncheon. 		
DATE 12/5/2014	COUNTY ADMINISTRATOR 	Supersedes Policy dated 3/25/2014	POLICY NUMBER PAGE NUMBER	 1 OF 2

Item Number: 15.b
Meeting Date: 4/24/2018
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

A report for the year 2016-2017 outlining the status of development impact fees collected by the County.

CURRENT STATUS:

The Development Impact Fee Ordinance, including the fee schedule, has not changed during the subject fiscal year.

POINTS TO CONSIDER:

See attached report.

FINANCIAL IMPACT:

\$1,895,380 was collected in 2016-2017.

STAFF RECOMMENDATIONS:

Staff recommends receiving the report as information.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Impact Fact Fee Report 2016-2017	Backup Material

Georgetown County, SC

Impact Fee Annual Report

July 1, 2016 – June 30, 2017

Overview

Georgetown County originally adopted impact fees for Libraries, Law Enforcement, Parks/Recreation and Roads in 2009. This report represents the seventh full year of collections. Fees are collected at the time a building permit is issued. The fees were developed pursuant to the South Carolina Development Impact Fee Act. The County has collected impact fees for the fire service area for many years. Fire impact fees are not included in this report. Impact fees are highly restricted fees that must be spent only on projects identified in the Capital Improvements Plan (CIP).

Impact Fee Schedule

See Attachment A for the current fee schedule. Prior to FY 2011, impact fees for Parks/Recreation were assessed in four distinct service areas. Road impact fees were assessed in two service areas and Libraries and Law Enforcement were assessed the same County-wide. After careful review by an independent consultant, the County determined that the four different impact fees with different charges could be assessed County-wide and not broken into smaller service areas. This change and a review of the Capital Improvement Program resulted in a significant reduction of the fees. Residential fees are charged per dwelling regardless of size. Fees for other uses are charged either by the “per 1,000 square foot” or a “unique demand indicator” such as beds in a nursing home. It was determined by reviewing the data from the first year of collections that residents of mobile homes overwhelmingly were eligible for a waiver of the impact fees. The County adopted this procedure to encourage and not impede affordable housing. Families earning less than 80% of the median income of the County as determined by the Federal government are eligible for a waiver of fees. As a result of this review, the County amended the Ordinance to exclude mobile homes from impact fees.

Collections

This annual report covers the fiscal year beginning July 1, 2016 and ending June 30, 2017. See Attachment B for the following information:

- Fees collected through June 30, 2017 by category.
- Expenditures. All impact fees are spent on debt service for specific projects identified in the current CIP. Expenditures are shown through June 30, 2017 by category.
- Impact fee balance as of June 30, 2017.

Attachment C reflects the fees collected since the ordinance was adopted and includes yearly totals by category. Cumulative totals by category are also shown.

CIP

Once significant changes are made to the CIP in the future, individual fees will need to be revisited to assure they reflect the impact a particular use has on an identified service.

Impact Fee Ordinance

No changes were made to the Impact Fee Ordinance this past year. No changes are expected in FY 2017 - 2018 unless the CIP dictates such changes.

ATTACHMENT A

5.0 Impact Fee Schedule

<i>Combined Service Area</i>	<i>Library</i>	<i>Recreation</i>	<i>Transportation</i>	<i>Law Enforcement</i>	<i>TOTAL</i>
<u><i>Residential</i></u>	Per Housing Unit				
Detached (SFD & MH)	\$685	\$1,659	\$750	\$750	\$3,844
Attached (all other)	\$303	\$1,320	\$510	\$332	\$2,465
<u><i>Nonresidential</i></u>	Per 1,000 Square Feet of Floor Area				
Retail/Restaurant			\$1,810	\$322	\$2,132
Business Park			\$570	\$407	\$977
Office			\$820	\$535	\$1,355
Hospital			\$780	\$436	\$1,216
School			\$420	\$118	\$538
Mini-Warehouse			\$110	\$5	\$115
Warehousing			\$220	\$165	\$385
Manufacturing			\$170	\$230	\$400
Light Industrial			\$310	\$298	\$608
<u><i>Other Nonresidential</i></u>	Per Unique Demand Indicator				
Nursing Home (per bed)			\$100	\$46	\$146
Day Care (per student)			\$90	\$20	\$110
Lodging (per room)			\$250	\$56	\$306

SECTION 3. If any provision of this chapter is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion thereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this chapter.

SECTION 4. This Ordinance shall be effective and applied as of the 1st day of July, 2010.

ATTACHMENT B

Impact Fee Activity July 1, 2016 through June 30, 2017

	Balance on Hand 6/30/2016	Revenues						Expenditures Amount	Balance on Hand 6/30/2017
		Residential		Commercial		Totals			
		Number	Amount	Number	Amount	Number	Amount		
Parks & Recreation Impact Fees									
County Wide	\$ -	582	\$ 866,550	N/A	N/A	582	\$ 866,550	\$ (866,550)	\$ -
	-	582	866,550	N/A	N/A	582	866,550	(866,550)	-
Library Impact Fees									
County Wide	-	582	287,126	N/A	N/A	582	287,126	(287,126)	-
	-	582	287,126	N/A	N/A	582	287,126	(287,126)	-
Law Enforcement Impact Fees									
County Wide	-	582	314,444	17	14,432	599	328,876	(328,876)	-
	-	582	314,444	17	14,432	599	328,876	(328,876)	-
Transportation Impact Fees									
County Wide	1,371,201	582	366,420	17	46,408	599	412,828	(39,724)	1,744,305
	1,371,201	582	366,420	17	46,408	599	412,828	(39,724)	1,744,305
Grand Totals	\$1,371,201		\$1,834,540		\$ 60,840		\$ 1,895,380	\$ (1,522,276)	\$ 1,744,305

ATTACHMENT C

Development Impact Fees Collected

	2010	2011	2012	2013	2014	2015	2016
Recreation	\$154,817	255,486	342,735	368,601	436,191	464,499	866,550
Library	\$78,393	105,490	141,096	151,162	180,103	179,932	287,126
Law Enforc	\$148,846	145,712	189,493	241,837	208,792	249,464	328,876
Transpor.	\$92,630	217,978	223,540	419,434	241,513	294,018	412,828
Total	\$474,686	724,666	896,864	1,181,034	1,066,599	1,187,913	1,895,380
Percentage Change		+53%	+24%	+32%	-10%	+11%	+59%

Since Inception

Total Fees By

Category

Recreation - \$2,888,879
 Library - \$1,123,302
 Law Enf. - \$1,513,020
 Trans. - \$1,901,941
 Total - \$7,427,142

Prepared: 04/11/18

Item Number: 16.a
Meeting Date: 4/24/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

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: CLAIR@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 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

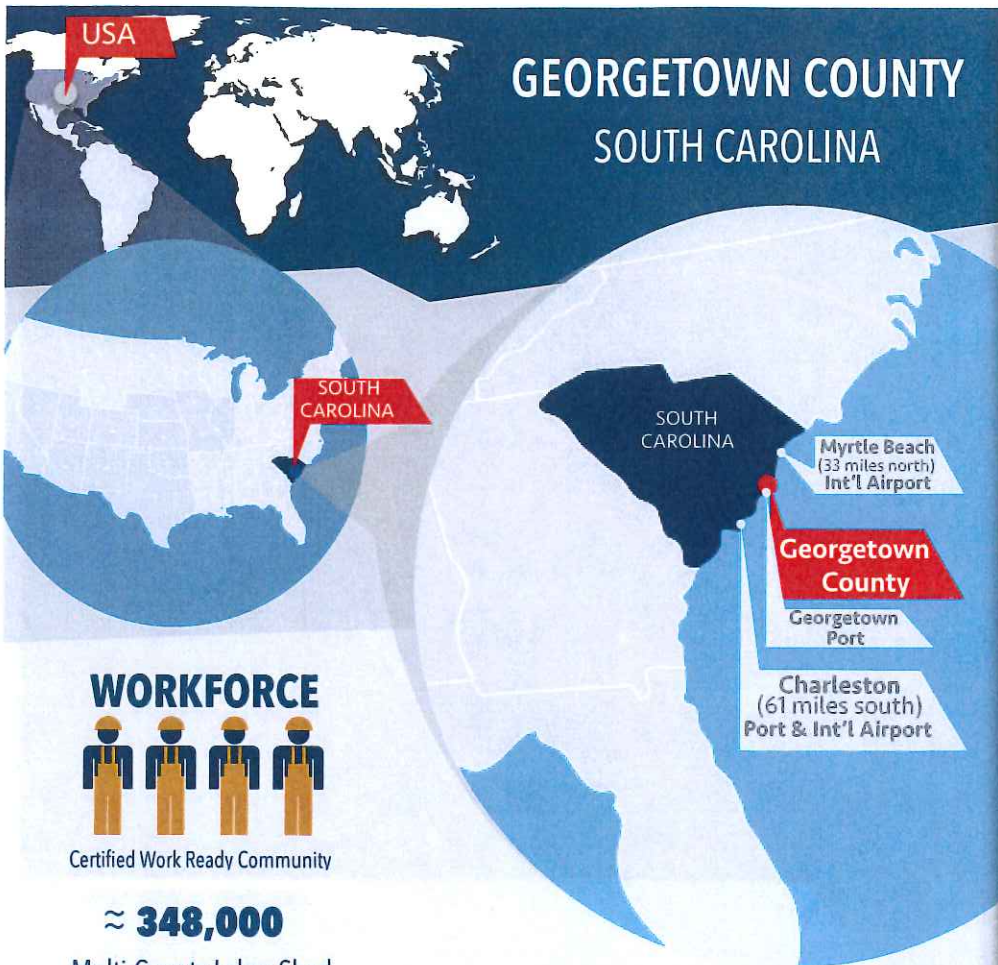
SEWER: 2.5 MGD
Provided by Georgetown County Water and Sewer District

POWER: Generating Station one mile from site
Provided by Santee Elective Cooperative

FIBER/TELECOMM: Dual Providers

An Ocean of Opportunity
See GEORGETOWN.com

Georgetown County Economic Development
Brian Tucker - Director
btucker@gtcounty.org 843.655.2312



WORKFORCE



Certified Work Ready Community

≈ **348,000**

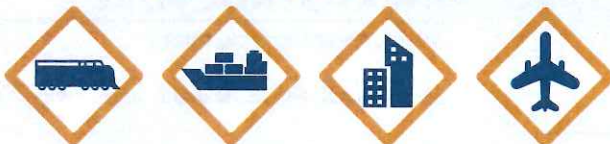
Multi-County Labor Shed

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: Jada20 and 2011

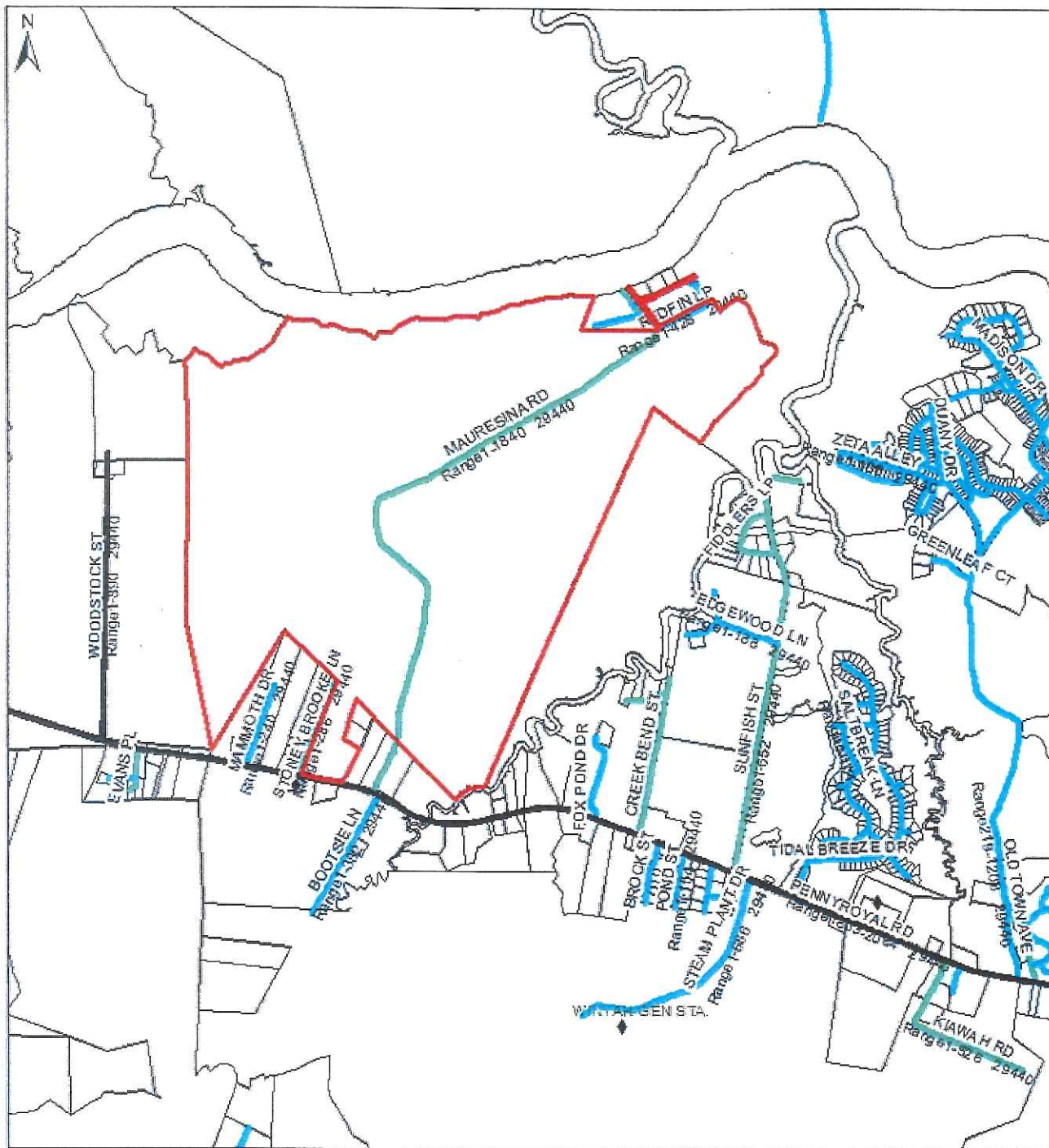
South Carolina named a top state for doing business by Area Development Magazine & Chief Executive Magazine

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

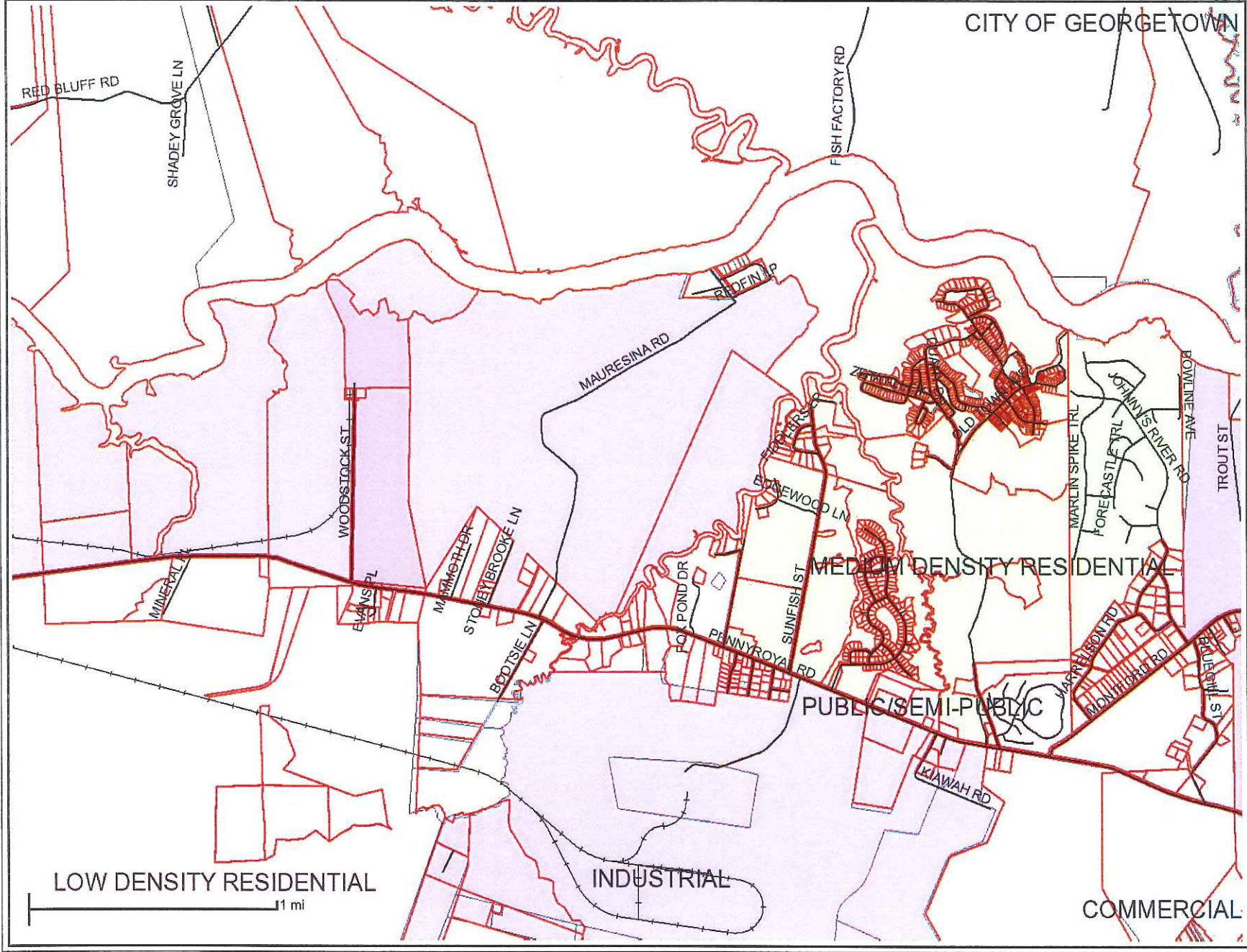
0 700 1,400 2,800 4,200 5,600 Feet

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.

liability. The

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



LOW DENSITY RESIDENTIAL

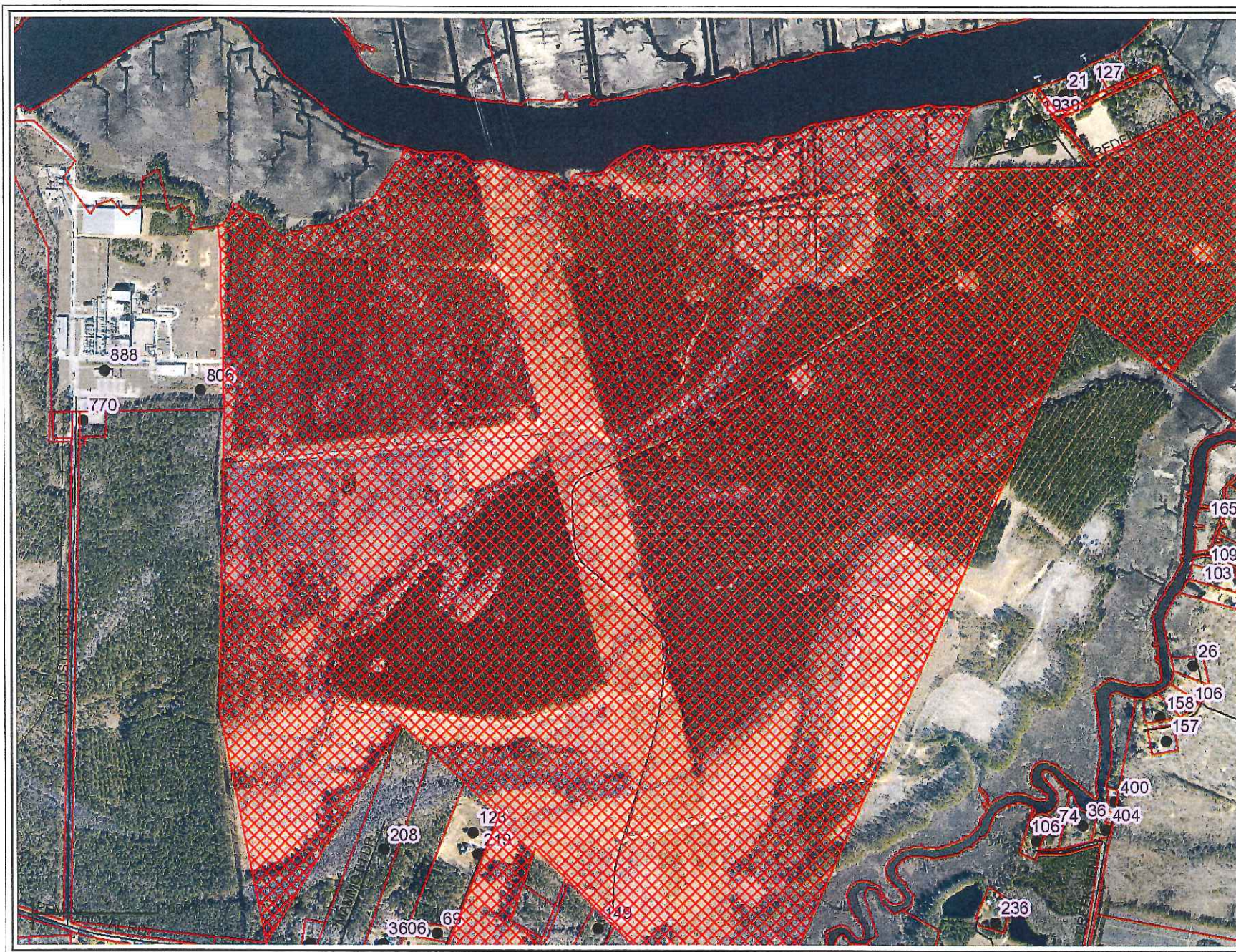
1 mi

INDUSTRIAL

MEDIUM DENSITY RESIDENTIAL

PUBLIC/SEMI-PUBLIC

COMMERCIAL





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

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]
Sent: Tuesday, August 15, 2017 12:57 PM
To: Holly Richardson <hrrichardson@gtcounty.org>
Subject: FW: Save the Sampit

Elizabeth Krauss

Growth Enterprises, Georgetown DSN
843-904-6303

CONFIDENTIALITY NOTICE: This electronic mail may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than the intended recipient(s). Any dissemination or use of this electronic mail or the contents by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply mail so that we may correct our records. Please delete the original message. Thank you.

From: Melba Taylor [mailto:melba@grimesandassoc.com]
Sent: Tuesday, August 15, 2017 11:26 AM
To: 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]
Sent: Wednesday, August 16, 2017 1:14 PM
To: Holly Richardson <hrrichardson@gtcounty.org>
Subject: FW:

Elizabeth Krauss

Growth Enterprises, Georgetown DSN
843-904-6303

CONFIDENTIALITY NOTICE: This electronic mail may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than the intended recipient(s). Any dissemination or use of this electronic mail or the contents by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply mail so that we may correct our records. Please delete the original message. Thank you.

From: Chris Harrelson [mailto:chris.harrelson18@gmail.com]
Sent: Wednesday, August 16, 2017 1:02 PM
To: 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

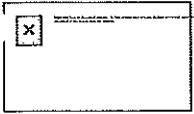
Conway, SC 29528-6054

(843) 349-4007

admin@winyahivers.org

www.winyahivers.org

A proud member of WATERKEEPER® ALLIANCE.



Tiffany Coleman

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 Mayson
Betty Cole
Sammie Cole
P. Mc
James M. Blakey
Ann Campbell
Samuel E. Wood Jr.
Allen Singleton
Patricia Cooper
OLIVER COOPER
Eunice Mae Marget
Jane Wood Jr.
Dana Johnson Jr.
Pamela McQuate
Lynne L. Parsons
DALE A. PARSONS *QAP*
Richard C. Frazier
James Frazier
Mark W. Brown
Charles R. Webb
Tom Thompson
Geoff Males Jr.
John Myles
Maurice Foy
Meralene Livingston
Bobbie Collins
Andrew Collins Jr.

Phillip Green
Corbett Green
Hannetta Magg-Bridges
Verna M. Webb
Mr. Keith Webb
William Bratcher
Walter Bratcher
Vicki Bratcher
Dorothy Gault
Jane O'Hare
W. Jason Gault
Rebecca Gault
E. L. Larkin
Steven Mathews
James S. Deulin
Bartholomew
Paul Lusk
Patty Johnson
Jeffery Johnson
Marilyn Lambell
Gladys Lambell
Kellie M. Coleman
Tara Cannon
James L. Boston
Crystal Foster
L. Shelley Johnson Jr.
John Males
James Males
D. Lusk
Rae Lusk
Rae Lusk

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: 4/24/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-23 - To amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. TMS 04-0418-014-00-00. Case Number AMPD 6-17-18572.

On June 27, 2017 the Pawleys Plantation Property Owners Association applied to change the land use designation for two parcels along Green Wing Teal Lane from open space to single family. A change in land use is considered a major change to a Planned Development based on Section 619.3 of the Zoning Ordinance.

CURRENT STATUS:

The Pawleys Plantation PD is located east of Ocean Highway approximately 557 feet south of Hagley Drive in Pawleys Island. The PD contains a combination of single family units, patio lots and multi-family units along with a golf course and associated amenities.

POINTS TO CONSIDER:

1. The Pawleys Plantation Property Owners Association took ownership of the two parcels labeled as open space 9 and 10 on the attached map in 2010. The parcels were originally part of the golf course property.
2. According to the applicant both parcels were largely shown as wetlands on a 1987 Army Corps of Engineers survey. The POA's environmental consultant has indicated that the wetlands have receded significantly on these two parcels since the 1987 survey and both are now suitable building sites. The Army Corps has not yet confirmed the consultant's assertion.
3. The POA is seeking to sell the parcels in order to relieve the organization from the burden of maintaining both of these areas as well as provide additional income to be used for maintenance elsewhere on the property.
4. Open space #9 contains .25 acres and is approximately 72 feet wide. Open space #10 contains .29 acres is approximately 113 feet wide. Both parcels exceed the average lot size for the street with the exception of the large half-acre parcel located at the end of the cul de sac which was a combination of two original lots. Existing parcels on this street are considered patio lots and are designated as Tract D. Setbacks are 20' for the front, 7' and 3' for the side if a one-story home and 12' and 8' for the side if a two-story home and 20' in the rear.
5. The parcels back up to a large pond. The County's GIS infrared imagery shows significant uplands for both parcels. The attached wetland delineation from the applicant's consultant shows .004 of an acre of wetlands out of a total of .25 acres for Open Space #9 and .1 acre of wetlands out of a total of .29 acres for Open Space #10. Some fill will likely be required for Open Space #10.
6. The reduction in the amount of open space for the PD is minimal based on the large amount of open space provided for the PD as a whole. According to their engineer, the PD contains 62 acres of open space including the golf course. The POA currently owns 22.4 acres of open space.
7. Overall density for the PD will not be exceeded. At least one large tract originally shown as multi-family is being developed as single family and according to the POA, twelve different parcels have been combined also resulting in a density reduction.
8. The new owners for the parcels would be required to submit a tree removal plan to the Zoning Administrator prior to receiving a building permit.
9. According to the applicant, the POA met on August 28th and received the necessary approval from 80% of the members to remove these properties from the "common property" designation so that they can be sold by the POA.
10. The applicant met with several of those residents with drainage concerns. The existing swales on these parcels are currently functioning. The POA will either relocate the existing swales or install catch basins and pipes to handle the drainage.
11. Staff recommended approval of the request conditional on the following:
 - a. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
 - b. Both new parcels will adhere to the PD requirements and setbacks for patio lots.

12. The Planning Commission held public hearings on this request on both August 17th and September 24th. After

12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After receiving several comments from the neighbors regarding drainage, the Commission deferred action at the August meeting. Four property owners from this area spoke against the proposal with concerns about existing drainage problems, adding more run-off to the system and the promise of open space in these areas. One property owner spoke stating that the POA representative had addressed his concerns from the previous meeting. The POA representative responded by stating that the lots were not initially left for open space, but due to the wetlands which have now receded, the drainage situation will not be changed by virtue of this request and that the POA is attempting to work with the golf course on the issues with the existing ditch in this area.
13. The Commission voted 7 to 0 to recommend denial for this request.
14. Ordinance No. 2017-23 has been amended subsequent to previous report. Should Council choose to approve Ordinance No. 2017-23 with revised text, a *motion to amend* will be required.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Deferred pending internal review by County Attorney.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▢ AMENDED - Ordinance No. 2017-23	Ordinance
▢ Pawleys Plantation 2 lots - attachments	Backup Material
▢ Pawleys Plantation PD - Letters	Backup Material
▢ Atty Letter_Paul Joan Noble_Green Wing Teal	Exhibit
▢ Atty Letter_J Lachicotte_Green Wing Teal	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-23

AN ORDINANCE TO AMEND THE CONCEPTUAL PLAN FOR THE PAWLEYS PLANTATION PLANNED DEVELOPMENT TO ADD TWO SINGLE FAMILY LOTS ON GREEN WING TEAL LANE

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE PAWLEYS PLANTATION PLANNED DEVELOPMENT BE AMENDED TO CHANGE THE LAND USE DESIGNATION ON OPEN SPACE #9 AND OPEN SPACE #10 AS SHOWN ON THE ATTACHED ALTA SURVEY DATED JULY 21, 2010 FROM OPEN SPACE TO SINGLE FAMILY WITH THE FOLLOWING CONDITIONS:

1. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
2. Both parcels shall adhere to the Pawleys Plantation PD requirements and setbacks for patio lots.
3. Proof to be provided to the Georgetown County Stormwater Department that demonstrates that the functionality of any stormwater elements currently existing on lots "open space #9" and/or "open space #10" will be maintained or improved following the development of the two lots. No building permits for either of these two lots shall be issued until this condition is met.

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

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-23, has been reviewed by me and is hereby approved as to form and legality.

Wesley Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

\$250
\$10/AC
Res'l
1 acre

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

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

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

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

TMS Number: 04-0418-014-00-00
(Include all affected parcels)

Street Address: 11822 HWY 17 BYPASS

City / State / Zip Code: MURRELLS INLET, SC 29576

Lot / Block / Number: _____

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: _____

Residential Acreage: 0.54

Property Owner of Record:

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

City/ State/ Zip Code: MURRELLS INLET, SC 29576

Telephone/Fax: 843-357-9888

E-Mail: _____

Signature of Owner / Date: [Signature] / 6/27/17
POA President

Contact Information:

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

Phone / E-Mail: 843-652-2165 BILL.SNYDER@FSRESIDENTIAL.COM

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

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-Mail: _____

Signature of Agent/ Date: _____

Signature of Owner /Date: _____

Adjacent Property Owners Information required:

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

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

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

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

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

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

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

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

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

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

Submittal requirements: 12 copies of 11 x 17 plans

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

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: _____

Number of signs existing currently on site _____

Square footage of existing sign(s) _____

Number of Proposed signs: _____

Square footage of the proposed sign(s) _____

Submittal requirements:

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



SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: PLEASE SEE ATTACHED

Reason for amendment request: PLEASE SEE ATTACHED

Submittal requirements:

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

SECTION D: SITE PLAN AMENDMENT

The Pawleys Plantation Property Owners Association requests that two parcels of land acquired in 2010 from Pawleys Plantation LLC, the developer, be rezoned. These parcels were originally a portion of the developer's golf course property.

The 1987 US Army Corp of Engineers wetlands survey indicated that these parcels were largely wetlands, unsuitable for home construction. However, a recent study conducted by an environmental consultant, indicates that the wetlands have receded significantly from the two parcels since the Corp of Engineers survey, and, in the opinion of the consultant, both the parcels are suitable building sites. It remains to have the Corp of Engineers confirm the findings of the consultant and to obtain Georgetown County Planning and Zoning approval for rezoning the parcels, after which they could be sold, relieving the Property Owners Association of maintenance responsibility and providing income to the Reserves for maintenance of other common properties.

Rezoning the two parcels would not exceed the approved density of the PD. Since the PD approval, twelve single family lots have been combined and bear structures that would prohibit separating the lots in the future, and large tract originally planned for multi-family housing has been rezoned for single-family homes further reducing the potential density of the PD.

The impact on open space is minimal. The combined acreage of the two parcels is 0.54 acres and there are more than 62 acres of open space in the PD.

Tiffany Coleman

From: Brenda Logan <Brenda@Logan.com>
Sent: Tuesday, August 01, 2017 5:56 PM
To: Tiffany Coleman
Subject: Case AMPD 6-17-18572

Follow Up Flag: Follow up
Flag Status: Completed

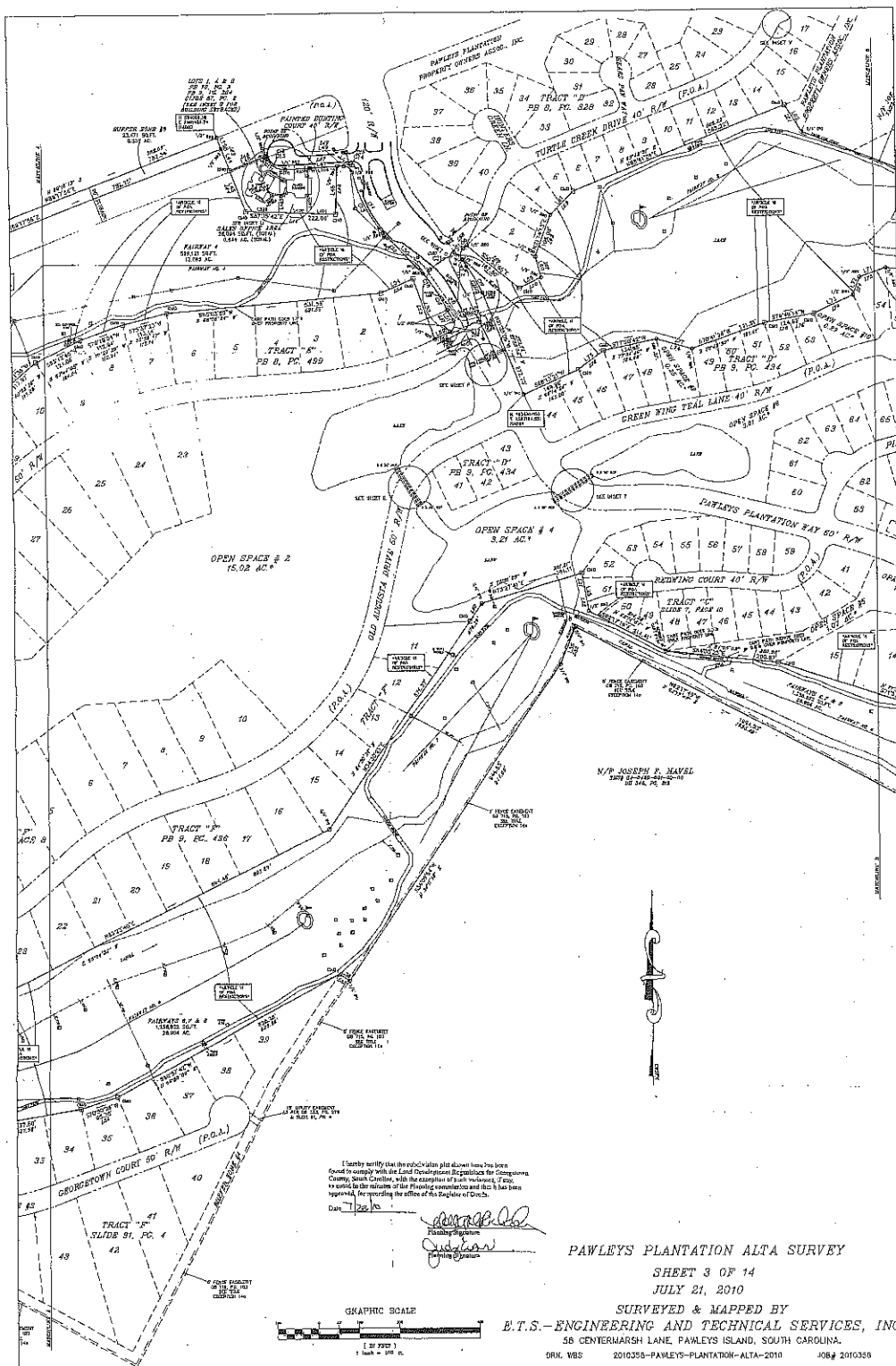
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.
4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.
5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.





Wetland Delineation of
Pawleys Plantation
Phase 2 - Lots 48A & 53A

Georgetown County, South Carolina
portions of TMS# 04-0418-014-00-00

- Notes**
1. Potential wetland/non-wetland areas depicted here on have not been verified by the US Army Corps of Engineers. Areas depicted as wetlands were identified using the 1987 Wetland Delineation Manual in conjunction with the Atlantic and Gulf Coastal Plain Region Supplement. Prior to any land disturbing activities, a final jurisdictional determination should be obtained from the US Army Corps of Engineers.
 2. Boundary information taken from Georgetown County GIS/Tax Parcel information.
 3. Onsite inspection was conducted on 2-24-17.

Legend

Line Legend

Boundary (surveyed)	———
Boundary (not surveyed)	———
Adjacent Boundary	———
Right of Way	———
Tributary	———
Non-Aquatic Feature	———
Dirt Road	———
Bulkhead	———

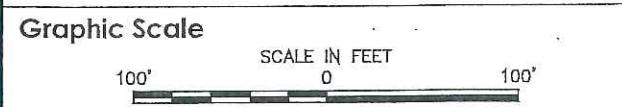
Hatch Legend

Wetland	*****
Waters	~~~~~
Critical Area/Section 10	///////

Symbol Legend

Data Point	⊕
Photo Point	⊗
Property Corner	●

Prepared For	Pawleys Plantation POA
Job #	01742-17010
Date	2-22-17



Pawleys Plantation
Property Location
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

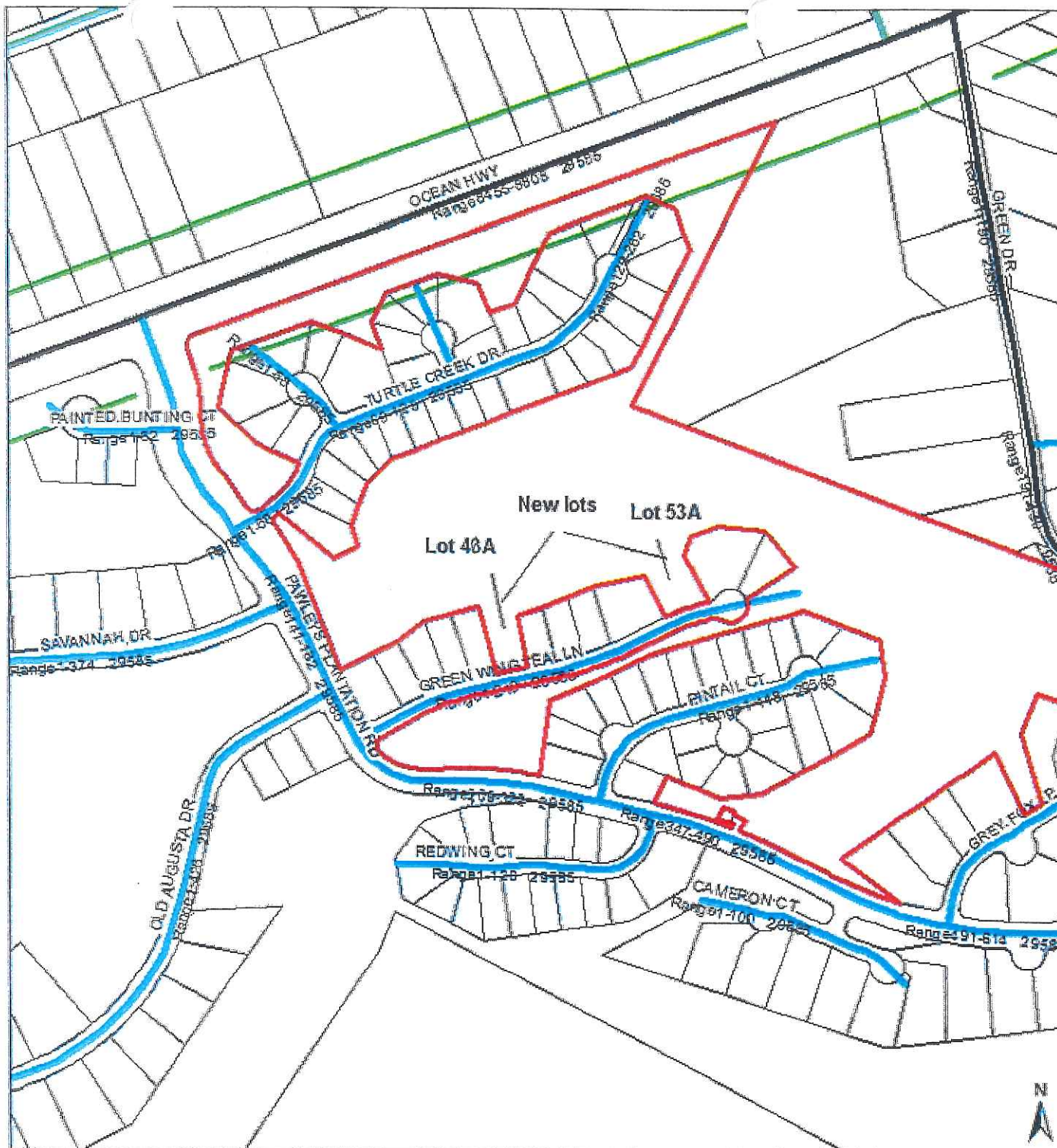
Lot Lines

Railroads

Landmarks

90' setback

Municipalities



0 112.5 225 450 675 900 Feet

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

Pawleys Plantation Property 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

Tiffany Coleman

From: Brenda Logan <Brenda@Logan.com>
Sent: Monday, September 18, 2017 9:17 PM
To: Tiffany Coleman
Subject: Planning Commission

Follow Up Flag: Follow up
Flag Status: Flagged

TMS 04-0418-014-00-00
Case AMPD 6-17-18572

The proposed "added" lots 48A and 53A in Pawleys Plantation are WETLANDS. They should NEVER be developed in any way. Please deny this petition and help preserve the small amount of wetlands remaining here. This petition is a frivolous, fraudulent, unnecessary and destructive idea. I strongly protest.

Brenda Logan
62 Turtle Creek Drive
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
Redirecting or relocating the swale on the parcel between lots 48D and 49D is not feasible. The plan is to install catch basins on either side of the street and drain storm water to an adjacent pond across from the proposed lot. There location of the catch basins will have no impact on the value of the neighboring lots.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.
Pending a survey, we anticipate creating a 15-foot drainage easement incorporating the existing swale. There may be a need to do some minor work to straighten it for appearance and so that it can more easily be maintained. Again, there will be no devaluation of the property values of the adjacent lots.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.
The swale in question is the swale discussed in Paragraph 1. The Covenants and Restrictions reference is to an Article in that document that prohibits home owners from interfering with storm water drainage in a drainage easement along their property line. It does not preclude the POA eliminating a swale and replacing it with an alternative drainage system. Also, there is no easement associated with this swale.

4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.
According the engineering company that performed the last survey of Pawleys Plantation, there are more than 62 acres of open space in the community; of that 27 acres belong to the POA. These numbers were reported to County Planning. The acreage of the two parcels is 0.54 acres, less than one percent of the total. The POA Board has no knowledge of the referenced 1988 property report.

The other eight parcels, 0.4 acres total, are 15-ft wide strips between individual lots which the POA wishes to deed to an adjacent lot owner(s). Planning has determined that deeding these spaces will constitute minor revisions to the PD.

5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.
The application submitted to County Planning states that these are to be Patio lots. The parcels are 0.25 and 0.29 acres, both too small for an Estate lot.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.
Rough estimates of the associated expenses have been made but until the County has ruled on our application the Board is reluctant to expend funds on consultant fees to explore and price options. Once this done, expenditures approved by the Board will be recorded in the minutes of the meeting at which they were approved, as have all expenditures to-date.

Owners of adjacent lots have suggested they may wish to buy all of a portion of the potential lot adjacent to their property. Otherwise, there have no offers to sell, no offers to purchase, and there are no agreements or contracts.

Ms. Jenifer K. Lachicotte
10555 Ocean Highway, Suite C
Pawleys Island, South Carolina 29585

October 18, 2017

Mr. Steve Goggans
P. O. Box 1859
Pawleys Island, SC 29585

Dear Mr. Goggans,

I appreciate your time and attention regarding Pawleys Plantation Property Owners Association's plan (PP POA) to rezone a currently designated "green/open space." I purchased Lot #48 on Green Wing Teal in November 2016 to build my forever home. The green/open space to the north was a major consideration for purchasing this 1/5 of an acre. This space was to be the perfect backdrop for my modest low country home with a sleeping porch. I was assured during the real estate transaction that the golf course owned the adjoining lot as green/open space. To verify this information I did a county tax record search. To date, "[qPublic.net](#)" for Georgetown County Tax Record Search lists the owner of these green/open/wetland spaces as Founders National Golf LLC. There is no online documentation that these 2 proposed lots were ever deeded to PP POA.

As a property owner in a Plan Development, I am committed to supporting the Covenants and Restrictions set forth by the board. In August 2017, the board sent out a proxy to the homeowners to change the rules allowing them to sell the 2 proposed lots. The residents, whose assessments were significantly increased after Hurricane Matthew, approved this proxy. The POA has been asked on several occasions to provide receipts for maintenance as well as a drainage proposal for these two lots. No documentation has ever been provided to the homeowners.

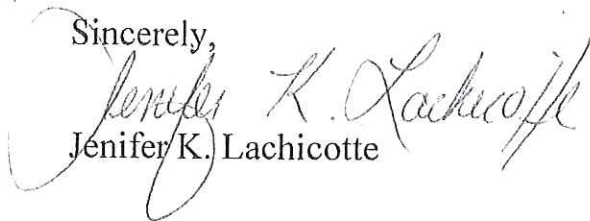
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000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

Throughout these proceedings, you will hear about drainage issues and how these two lots will challenge an already compromised drainage system. While this is true, the major issue is a promise broken by the POA. This amended promise has caused an undue financial and emotional hardship.

I have attached an editorial by Charles Swenson with the Coastal Observer with which I wholeheartedly agree.

You may contact me at jlachicotte@gmail.com or 843-240-9060.

Sincerely,

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

Jenifer K. Lachicotte

October 3, 2017

Dear

Mr. Steve Goggans

Thanks for taking the time to read my letter. I had some things for you to think about and didn't want to take floor time at the meeting. This is in regards to our POA at Pawley's Plantation asking your group for approval to amend the PUD to add an additional 2 single family lots to the PD.

We bought our property in 1988. The lot offered us privacy and a lovely view of the golf hole #3 across the lake. The property adjacent to my lot was "wetlands/open space" never to be built on, as stated by a Pawley's Plantation representative at the time of our purchase. We liked it here so much we bought the lot to the right of our home.

Since then over the 20 years or more we have lived here, the Plantation has been sold twice, once to Myrtle Beach National and then to the Founders Group (Chinese investors). The POA acquired for a small fee 15 "open spaces" from which 8 "open spaces" (15 feet each) were to be deeded to the adjacent home or lot owner for no fee, and 2 "open spaces" were to be converted into buildable lots. Both these lots are on the street where we reside. The "open space" next to my property not only became NOT wetlands nor "open space" but a buildable lot. We felt strongly, that if this lot was built on, it would have effect on our ongoing drainage issues due to the loss of the undeveloped land and tree absorption of storm rains. I hope you can see that a small thing to some folks could very well be a major loss in property value to my family.

I could go on about my three sons and grandkids raised here, learning golf here and counseling them at the "Noble House" during porch time with dad/granddad. Under the circumstances I'm not sure they would want to deal with it when my wife and I are gone, and at 85 I'm not happy about starting over.

Additionally, I understand you are being asked to "redo the PUD" as noted in the planning meeting by one of the members .It has also been noted that redoing a PUD after being unchanged for over two decades could have unintentional consequences without a vetting. Recently it was quoted to us in a POA letter "it would be a major change to our planned development".

In 1988, when we signed our contract, we read that 7.4 % of the land was set aside as "open space" as desired by the developer. I now can't help but wonder what the percentage of "open space" would be after the POA gets rid of the eight "open spaces" and converts the other two "open spaces" to patio size buildable lots, each one with adjacent important drainage easements at one side of the respective property line. Would then our "open spaces" be purely what is presently developed "open space" (tennis courts, swimming pools, future dog park, golf course), and sadly now, very little natural "open space"?

I can only hope in your good conscience you will not allow this to happen.

Paul Noble

Many Thanks

Paul Noble

Lady and Gentlemen,

I am here representing the Pawleys Plantation Property Owners Association soliciting your approval of Ordinance No. 2017-23 a request to change the land use designation of two parcels on Green Wing Teal Lane in Pawleys Plantation from Open Space to single family housing.

I would like to add some comments to Paragraph 3 and Paragraph 12 of the Points to Consider section of the Agenda Request Form.

Paragraph 3 states in part that the POA wishes to provide additional income to be used for maintenance elsewhere on the property. In October last year, Hurricane Matthew left us with a \$200,000 storm clean-up bill. Because we are a gated community, we got no help from FEMA. The money for this came from the Association's Reserve Account, depleting the account by some 30 percent. As a result, the dues assessment for each property owner was increased this year to rebuild the reserves over the next five to seven years to a level recommended by a reserve study conducted in 2006. The estimated net proceeds from the sale of these two lots would replace some 60 to 70 percent of this cost and relieve the 631 property owners of the majority of the dues increase or at least allow it to be removed earlier. As stated in Paragraph 9, in a special meeting of the POA membership held on August 28 of this year, 80 percent of the quorum voted in favor of allowing the sale of these parcels.

Paragraph 12 alludes to comments by four homeowner's concerns about potential impact on existing drainage problems and the minutes of the Planning Commission Meeting reflect that those concerns influenced the decision to deny the request. In the attachments there is a statement from Engineering and Technical Services stating that the only impact on the current drainage in Pawleys Plantation result from impervious surface associated with two additional home sites. To put this in perspective, there are currently more than three miles of roadway and the impervious surface of 150 developed home sites, with 18 more to be developed, contribute storm water drainage to more than 11 acres of pond. The impervious surface is currently estimated to be more 600,000 square feet. The addition of two home sites with an estimated maximum combined 8,000 square feet of impervious surface will have insignificant impact on the existing storm water drainage.

In regard to the legal issues noted in the meeting minutes, Georgetown County Planning has already stated that the requested revision to the PD meets all legal requirements.

NATE FATA, P.A.

ATTORNEY AT LAW

P.O. Box 16620
THE COURTYARD, SUITE 215
SURFSIDE BEACH, SOUTH CAROLINA 29587
TELEPHONE (843) 238-2676
TELECOPIER (843) 238-0240
NFATA@FATALAW.COM

VIA EMAIL

December 12, 2017

Holly Richardson
Georgetown County Planning
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

Re: Paul & Joan Noble, 181 Green Wing Teal, Pawleys Island, SC 29585

Dear Ms. Richardson:

I represent Mr. and Mrs. Paul Noble ("Noble") who own a patio home in Pawleys Plantation. They purchased their property next to "Open Space" No. 10 in 1988. They have resided in their home since 1994. They object to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.

A. The Application is incomplete and should be denied.

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

B. Open Space No. 9 and 10 are subject to a perpetual easement.

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's easement rights in the Open Spaces vested in 2010. Noble has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
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.

the 1990s, the number of people with a diagnosis of schizophrenia has increased in the United Kingdom (Meltzer 1997). The prevalence of schizophrenia in the United Kingdom is estimated to be 1.2% (Meltzer 1997).

There is a growing awareness of the need to improve the lives of people with mental health problems. The United Kingdom has a number of government departments and agencies that are responsible for the care of people with mental health problems. The Department of Health is responsible for the overall policy and strategy for mental health care. The Department of Social Security is responsible for the provision of social security benefits to people with mental health problems. The Department of the Environment is responsible for the provision of housing and other services to people with mental health problems. The Department of Transport is responsible for the provision of transport services to people with mental health problems.

The Department of Health has a number of initiatives aimed at improving the lives of people with mental health problems. The Mental Health Act 1983 was amended in 1995 to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care.

The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care.

The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care.

The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care.

The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care.

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 – <u>Developer’s Rights</u>	27

201000005451
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE, REGISTER OF DEEDS
06-15-2010 At 02:43 pm.
REST COVE 53.00
Book 1494 Page 1820- 234

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

Homesite, a townhouse villa and a condominium shall be defined for purposes of this Second Amended Declaration to have the same voting rights as a Lot.

Section 9 – “Lot Improvements” shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

Section 10 – “Member” shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 11 – “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 12 – “Patio Homesites” shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 13 – “Properties” shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

Section 14 – “Setback” shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 15 – “Setback Line” shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 16 – “Special Assessment” shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Second Amended Declaration.

Section 17 – “Structure” shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 18 – “Subsequent Amendment” shall mean an amendment to this Second Amended Declaration which may add property to this Second Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Second Amended Declaration.

Section 19 – “Voting Member” shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Second Amended Declaration. With respect to election of Directors to the Board of Directors of the Association, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the Amended By-Laws.

ARTICLE II

Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.

Section 1 – Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Declaration, and within the jurisdiction of the Association is located in Georgetown County, South Carolina, and is described in the attached Exhibit “A”.

not absolutely prohibit the construction of docks and decks over the wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

Section 3 – Maintenance of Dock and/or Deck. All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

Section 1 – Maximum Permissible Lot Area of Dwelling. The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

Section 2 – Blank (Blind) Wall Requirements. Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

Section 3 – Privacy Screens. Porches, patios and/or decks associated with Patio Homes must be screened to prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

Section 4 – Easement for Adjacent Blank Wall. There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

ARTICLE IX

Covenant for Maintenance Assessments

Section 1 – Creation of the Lien and Personal Obligation of Assessments. The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

Section 3 – Capital Improvements. Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by the Association as special assessments upon the approval of a majority of the Board of Directors of the Association and upon approval by the Voting Members representing two-thirds of the Members of the Association voting at a meeting or by ballot as may be provided in the Amended By-Laws of the Association. The Board may levy a special assessment of no more than Five Thousand and No/100 (\$5,000.00) Dollars in full from the Membership or Five (5) percent of the annual budget, whichever is greater, without the approval of the Membership.

Section 4 – Capital Contribution. When Lot ownership transfers, the new Owner shall be assessed at closing an amount equal to one-sixth (1/6) of the Annual Assessment budgeted for that Lot and shall be designated as a Capital Contribution.

Section 5 – Annual Assessments. The Annual Assessments provided for in this Article IX commenced on the first day of January 1988, and have commenced on the closing of each Lot, whichever is later.

The Annual Assessments shall be payable in monthly installments, or in annual or quarterly installments if so determined by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.

Section 2 – Amendment. The Covenants and Restrictions of this Second Amended Declaration shall run with and bind the land from the date this Second Amended Declaration is recorded. This Second Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Second Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

Section 3 – Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Second Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Second Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 4 – Liability Generally. The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

The Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Second Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deeds for Georgetown County.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION
ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

COVENANTS AND RESTRICTIONS

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)

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

P.O. Box 16620
THE COURTYARD, SUITE 215
SURFSIDE BEACH, SOUTH CAROLINA 29587
TELEPHONE (843) 238-2676
TELECOPIER (843) 238-0240
NFATA@FATALAW.COM

VIA EMAIL

December 12, 2017

Holly Richardson
Georgetown County Planning
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

Re: Jenifer Lachicotte, Lot 48 Green Wing Teal Lane, Pawleys Island, SC

Dear Ms. Richardson:

I represent Jenifer Lachicotte ("Lachicotte") who own Lot 48 in Pawleys Plantation. She purchased her property next to "Open Space" No. 9 in 2016. She objects to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.

A. The Application is incomplete and should be denied.

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

B. Open Space No. 9 and 10 are subject to a perpetual easement.

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's

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 – <u>Developer's Rights</u>	27

201000005451
Filed for Record in 12
GEORGETOWN SC
WANDA PREVATTE, REGISTER OF DEEDS
06-15-2010 At 02:43 PM
REST COVE 53.00
Book 1494 Page 1820- 234

2010

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 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

2/8/2016
GEORGETOWN

ARTICLE I

Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

Section 1 – “Annual Assessments” or “Assessments” shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

Section 2 – “Architectural Review Board” or “ARB” shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

Section 3 – “Association” shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 4 – “Common Area” or “Common Areas” shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter “the First Quit Claim Deed”) dated July 11, 1996, and duly filed in the Georgetown County Clerk of Court’s Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Second Quit Claim Deed”), dated December 13, 2010, and duly filed in the Georgetown County Clerk of Court’s Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Third Quit Claim Deed”), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court’s Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit “A.” The terms “Common Area” or “Common Areas” shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

Section 5 – “Developed Lot” shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

Section 6 – “Developer” shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

Section 7 – “Full-Home Homesites” shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as “estate” Lots.

Section 8 – “Limited Common Areas” shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

Section 9 – “Lot” shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

Section 10 – “Lot Improvements” shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

Section 11 – “Member” shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 12 – “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 13 – “Patio Homesites” shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 14 – “Properties” shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

Section 15 – “Setback” shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 16 – “Setback Line” shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 17 – “Special Assessment” shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

Section 18 – “Structure” shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 19 – “Subsequent Amendment” shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

Section 20 – “Undeveloped Lot” shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

Section 21 – “Voting Member” shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

Section 2 -- Violation of Parking Regulations in Common Areas. Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

Section 3 -- Easements Appurtenant. The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

Section 4 -- Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

Section 5 -- Developer's Easement. The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

Section 6 -- Maintenance. The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

Section 7 -- Utility Easements. Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

Section 8 -- Delegation of Use.

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

Section 2 – Conditions of Limited Dock Construction. The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

- (a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;
- (b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and
- (c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

Section 3 – Maintenance of Dock and/or Deck. All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions to shall be at the expense, solely, of the Owner in question.

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

Section 1 – Maximum Permissible Lot Area of Dwelling. The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

Section 2 – Blank (Blind) Wall Requirements. Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

Section 3 – Privacy Screens. Porches, patios and/or decks associated with Patio Homes must be screened to

prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

Section 4 – Easement for Adjacent Blank Wall. There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

ARTICLE IX

Covenant for Maintenance Assessments

Section 1 – Creation of the Lien and Personal Obligation of Assessments. The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

Section 5 – Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIV

No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

ARTICLE XV

Financing Provision

Section 1 – Books and Records. Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

ARTICLE XVI

Rules and Regulations

Section 1 – Compliance by Owners with The Association's Rules and Regulations. Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

ARTICLE XVII

Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

ARTICLE XVIII

General Provisions

Section 1 – Severability. Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 2 – Amendment. The Covenants and Restrictions of this Third Amended Declaration shall run with and bind the land from the date this Third Amended Declaration is recorded. This Third Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Third Amended Declaration changes the rights and/or obligations of the Golf Course Owner or the Developer or their assigns hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

Section 3 – Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Third Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Third Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 4 – Liability Generally. The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

ARTICLE XIX

Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation

Table 1. Mean (SD) age, height, weight, and body mass index (BMI) of the 100 children in the study

Measure	Mean (SD)
Age (years)	10.4 (0.5)
Height (cm)	145.5 (10.5)
Weight (kg)	38.5 (10.5)
BMI (kg m ⁻²)	18.5 (3.5)

children were asked to perform a series of 10 trials of the task. The first trial was a practice trial and the remaining 9 trials were recorded. The mean of the last 9 trials was used for analysis.

Children were then asked to perform the task again, but this time they were asked to perform the task as fast as they could. The mean of the last 9 trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

The mean of the two trials was used for analysis. The mean of the two trials was used for analysis.

From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

(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.









Item Number: 16.c
Meeting Date: 4/24/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-06 - An Ordinance to amend Ordinance No. 2015-27 Authorizing Certain Economic Development Incentives for Black Family Limited Partnership, MPW Inc., and Other Affiliations Including Entering into a Fee in Lieu of Property Tax Agreement for the Project, and Other related Matters, between Georgetown County, South Carolina, and MPW.

CURRENT STATUS:

Second reading

POINTS TO CONSIDER:

MPW has requested the County agree to an amendment of the original Fee In Lieu of Tax Agreement authorized by 2015-27 in order to add an additional party as an owner resulting in more favorable financing arrangements for MPW.

OPTIONS:

1. Adoption of Ordinance No. 2018-06.
2. Do not adopt Ordinance No. 2018-06.

STAFF RECOMMENDATIONS:

Defer action on Ordinance No. 2018-06.

ATTACHMENTS:

Description	Type
Ordinance No. 2018-06 Amendment to Ord 2015-27 MPW	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-06
(Amendment to Ordinance 2015-27)

Ordinance No. 2018-06 - An Ordinance to amend Ordinance No. 2015-27 Authorizing Certain Economic Development Incentives for Black Family Limited Partnership, MPW Inc., and Other Affiliations Including Entering into a Fee in Lieu of Property Tax Agreement for the Project, and Other related Matters, between Georgetown County, South Carolina, and MPW.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, MPW has requested the County agree to an amendment of the original Fee In Lieu of Tax Agreement authorized by 2015-27 in order to add an additional party as an owner resulting in more favorable financing arrangements for MPW.

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

1. That, pursuant to Section 8.10 of the Agreement, an amendment be authorized adding Fifth Third Bank, an Ohio corporation, having an office at 38 Fountain Square Plaza, Cincinnati, Ohio 45236, to the agreement as contemplated by Section 6.5 of the Agreement and as permitted in accordance with Sections 12-44-120(B) and (C) of the Act.

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

Chairman, Georgetown County Council (Seal)

ATTEST:

Clerk to Council

This Ordinance, No 2018-06, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant,
Georgetown County Attorney

First Reading: March ____, 2018
Second Reading: April ____, 2018
Third Reading: April ____, 2018

AMENDMENT #1
TO FEE AGREEMENT by and between
GEORGETOWN COUNTY, SOUTH CAROLINA
and
BLACK FAMILY LIMITED PARTNERSHIP
and
MPW INDUSTRIAL SERVICES, INC., MPW INDUSTRIAL WATER SERVICES, INC., MPW
MANUFACTURING SERVICES, LLC, MPW TRANSPORTATION SERVICES, LLC, AND MPW
EQUIPMENT LEASING, LLC, SPONSOR AFFILIATES

This Amendment #1 is made and entered into as of _____, 201__ (the “Effective Date”), by and between Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”) and Black Family Limited Partnership (the “Company”) and MPW Industrial Services, Inc., MPW Industrial Water Services, Inc., MPW Manufacturing Services, LLC, MPW Transportation Services, LLC, and MPW Equipment Leasing, LLC (the “Sponsor Affiliates”). The County, the Company, and Sponsor Affiliates are sometimes jointly referred to herein as the “parties,” or severally referred to as a “party.”

WHEREAS, on the 25th day of August 2015, the parties entered into a Fee Agreement (the “Agreement”);

WHEREAS, the parties desire to amend the Agreement pursuant to Section 8.10 of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. Sponsor Affiliates have entered into a financing arrangement with Fifth Third Bank, an Ohio corporation, having an office at 38 Fountain Square Plaza, Cincinnati, Ohio 45236, as contemplated by Section 6.5 of the Agreement and as permitted in accordance with Sections 12-44-120(B) and (C) of the Act. Notwithstanding the financing arrangement, the parties agree that Fifth Third Bank assumes no liability under the Agreement and Sponsor Affiliates shall remain liable for any and all obligations under the Agreement, including without limitation the obligation to make FILOT Payments, Additional Payments, or any other payments contemplated by the Agreement.

[REMAINING PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment #1 effective as of the Effective Date.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Johnny Morant, Chairman of County
Council, Georgetown County, South
Carolina

By: _____
Sel Hemmingway, Administrator,
Georgetown County, South Carolina

(SEAL)

Attest this _____ day of
_____, 2018

Theresa E. Floyd, Clerk to Council
Georgetown County, South Carolina

BLACK FAMILY LIMITED PARTNERSHIP

By: _____

Name: _____

Title: _____

MPW INDUSTRIAL SERVICES, INC.

By: _____

Name: _____

Title: _____

MPW INDUSTRIAL WATER SERVICES, INC.

By:_____

Name:_____

Title:_____

MPW MANUFACTURING SERVICES, LLC

By:_____

Name:_____

Title:_____

MPW TRANSPORTATION SERVICES, LLC

By:_____

Name:_____

Title:_____

MPW EQUIPMENT LEASING, LLC

By:_____

Name:_____

Title:_____

FIFTH THIRD BANK

By:_____

Name:_____

Title:_____

Item Number: 16.d
Meeting Date: 4/24/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

Second reading.

POINTS TO CONSIDER:

The South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017. Georgetown County is now tasked with maintenance and operation of the facility.

It has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers. It has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended.

The Murrells Inlet area of Georgetown County is highly populated, especially during the tourist "season", and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

OPTIONS:

1. Adopt Ordinance No. 2018-09.
2. Do not adopt Ordinance No. 2018-09.

STAFF RECOMMENDATIONS:

Recommendation to defer action on Ordinance No. 2018-09.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 2018-09 Providing for Parking Regulations for Murrells Inlet Boat Landing	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-09

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

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, the South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017; and

WHEREAS, the County is now tasked with maintenance and operation of the facility; and

WHEREAS, it has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers; and

WHEREAS, it has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended; and

WHEREAS, the Murrells Inlet area of Georgetown County is highly populated, especially during the tourist "season", and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

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

1. The Murrells Inlet Boat Landing Parking Area shall be accessible only for the parking of vehicles with attached boat trailers and marked the same.
2. Signage shall be erected on site of the landing and parking area clearly designating the restrictions of the parking area related to use by vehicles with attached boat trailers.
3. Any vehicle found in the parking area without an attached boat trailer will be found in violation of this ordinance and subject to the enforcement measures, fines and penalties outlined in Section 3 of GEORGETOWN COUNTY ORDINANCE NO. 2012-15: AN ORDINANCE TO REGULATE THE PARKING OF VEHICLES IN, ALONG, AND ADJACENT TO STREETS, HIGHWAYS, AND PARKING FACILITIES UNDER THE JURISDICTION OF GEORGETOWN COUNTY, as amended (2014-02).
4. Administration: The Georgetown County Summary Court is vested with administrative authority of this Ordinance which includes, but not limited to, collection, reporting and remittance to the County of any fines and administering court appearances.
5. Enforcement: The Georgetown County Sheriff is vested with the authority to enforce this Ordinance within Georgetown County.
6. If any portion of this Ordinance shall be deemed unlawful, unconstitutional, or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

7. Any prior Ordinance, the terms of which may demonstrate a conflict herewith, is, only to the extent of such conflict, hereby repealed.

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

Chairman, Georgetown County Council

ATTEST:

Clerk to Council

This Ordinance, No 2018-09, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant,
Georgetown County Attorney

First Reading: March ____, 2018
Second Reading: April ____, 2018
Third Reading: April ____, 2018