

THE STATE OF SOUTH CAROLINA
In the Supreme Court

RECEIVED

APPEAL FROM GEORGETOWN COUNTY **Nov 14 2023**
Court of Common Pleas
The Honorable R. Kirk Griffin, Circuit Court Judge **SC SUPREME COURT**

Case No. 2019-CP-22-00212
Appellate Case No. 2023-00646

The Gulfstream Café, Inc.Appellant,

v.

Georgetown County; Georgetown County Council;
and Steve Goggans, individually and in his official
capacity as Georgetown County Councilmember..... Respondents.

**RECORD ON APPEAL
(VOLUME II)**

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and Steve Goggans, individually and in his
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Councilmember

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STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
DOCKET NO.:

The Gulfstream Café, Inc.,

Plaintiff,

v.

Georgetown County, Georgetown County
Council, John Thomas, Ron Charlton, Lillie
Johnson, Austin Beard, Steve Goggans, and
Louis Morant, individually and in their
official capacity as Georgetown County
Councilmembers,

Defendants.

SUMMONS

TO: THE ABOVE-NAMED DEFENDANTS

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of with a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at their office at Rogers Townsend & Thomas PC, 1221 Main Street, 14th Floor, Columbia, SC 29201, and to file your Answer with the Clerk of Court for Georgetown County, all within thirty (30) days after service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default for the relief demanded in the Complaint and a judgment will be rendered against you.

s/ Sean M. Foerster

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March 8, 2019

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
DOCKET NO.:

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Georgetown County, Georgetown County
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Johnson, Austin Beard, Steve Goggans, and
Louis Morant, individually and in their official
capacity as Georgetown County
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Defendants.

COMPLAINT

Plaintiff The Gulfstream Café, Inc. (“Gulfstream”) files this Complaint against Georgetown County (the “County”), the Georgetown County Council (the “Council”), and John Thomas, Ron Charlton, Lillie Johnson, Austin Beard, Steve Goggans, and Louis Morant, individually, and in their official capacity as members of the Georgetown County Council (collectively with the County and the Council, “Defendants”). In support of this complaint, Gulfstream shows the Court as follows:

INTRODUCTION

1. This complaint seeks relief from the malicious, arbitrary, and capricious acts of Georgetown County, its Council, and John Thomas, Ron Charlton, Lillie Johnson, Austin Beard, Steve Goggans and Louis Morant, who improperly advocated for and/or approved a major amendment to the Marlin Quay Planned Unit Development in direct contravention of the Georgetown County Zoning Ordinance, South Carolina law, and the United States Constitution.

2. Gulfstream has owned property and operated a restaurant at Marlin Quay for more than 30 years, and during that time Gulfstream has held a perpetual easement for parking. Defendants have recently approved an amendment to the Marlin Quay PUD to permit Palmetto Industrial Development, LLC (“Palmetto”) to construct a new building that is grossly larger than any prior structure. That approval will result in a building that will greatly overburden the parking

lot at Marlin Quay, will negatively impact the public health, safety, and welfare of the area, and will substantially reduce the value of Gulfstream's property.

3. The approval of the major amendment by Defendants was fundamentally flawed—Defendants failed to follow the procedural requirements for a major amendment; and Defendants acted arbitrarily and capriciously in ignoring substantive requirements of the Georgetown County Zoning Ordinance that were brought to Defendants' attention during the rezoning process.

4. As a result, Defendants' action is void, violates Gulfstream's due process rights, and represents a taking of Gulfstream's property.

5. Gulfstream is a corporation existing, organized, and doing business in Georgetown County, within the State of South Carolina.

6. Gulfstream is an owner of adjoining land, and as such Gulfstream has standing to challenge the major amendment approved for Palmetto's property pursuant to S.C. Code § 6-29-760.

7. Georgetown County is a political subdivision of the State of South Carolina. It is capable of being sued. The County enacted the Major Amendment at issue in this case. The County may be served with process by service upon its chief executive officer or clerk.

8. The County is subject to the jurisdiction of this Court.

9. The Council is a public body elected by the residents of Georgetown County and is empowered to alter or amend the Georgetown County Zoning Ordinance (the "Zoning Ordinance"). The Council may be served with process by service upon its Chairman.

10. The Council is subject to the jurisdiction of this Court.

11. John Thomas, Ron Charlton, Lillie Johnson, Austin Beard, and Louis Morant are members of the County Council who heard and decided Palmetto's application for major amendment. The Council Members may be served with process at their places of residence.

12. Steve Goggans is a member of the County Council who designed the building that is the subject of Palmetto's application for major amendment and who advocated for the approval of the building and other iterations of the same project. Mr. Goggans may be served with process at his place of residence.

13. Venue is proper in this Court as to Defendants.

14. At all times relevant to this Complaint and in taking the actions described herein, Defendants acted under color of law.

FACTUAL BACKGROUND

A. The History of the Marlin Quay PUD and Gulfstream's Easement.

15. The Marlin Quay PUD is located in Garden City and is the location of the Gulfstream Café. The Marlin Quay PUD is a planned development containing several specified uses, including condominiums, a marina store, and a restaurant. (True and correct copies of the Marlin Quay PUD documents are attached hereto and incorporated herein verbatim as Exhibit 1).

16. The property owned by Gulfstream is designated in the PUD documents as a restaurant. Consistent with that designation, the Gulfstream Café has been operating as a restaurant at Marlin Quay for over 30 years.

17. The property adjacent to Gulfstream is designated in the PUD documents as a parking lot and a marina store. Consistent with that designation, the parking lot and marina store were operated at Marlin Quay for nearly 30 years.

18. The property adjacent to Gulfstream is currently owned by Palmetto Industrial Development, LLC, which acquired it in 2014.

19. Gulfstream is a fine dining restaurant that is primarily open during the evening hours.

20. The marina store was primarily a daytime operation. The marina store did not contain a full-service kitchen, and it did not serve dinner. (Image of Marina Store attached hereto and incorporated herein verbatim as Exhibit 2).

21. During its entire existence, Gulfstream has held an easement permitting it to use the parking lot adjacent to its restaurant.

22. On February 25, 1986, The Marlin Quay Marina Corporation, which at the time owned the parking lot property and the marina store, expressly granted three (3) non-exclusive appurtenant easements to utilize the Parking Lot to Gulfstream, its Successors and Assigns, each of which was publicly recorded in Georgetown County Deed Book 234 at Pages 790, 797, and 803. (attached hereto and incorporated herein verbatim as Exhibit 3).

23. In 1990, the Marlin Quay Marina Corporation again expressly granted and conveyed a perpetual non-exclusive easement for the use of the Parking Lot to Gulfstream, its successors and assigns, as set forth in that certain Agreement of Easement and Consent to and

Joinder of Mortgagee to Granting of Easement (the “1990 Easement”)¹ publicly filed with Georgetown County in Deed Book 382, Pages 217 to 226 (attached hereto and incorporated herein verbatim as Exhibit 4).

24. The 1990 Easement expressly provides that The Gulfstream Café perpetually and currently enjoys the following rights:

...non-exclusive perpetual easement from Marlin Quay Marina Corporation to The Gulfstream Café, Inc. for the purpose of ingress and egress and vehicular parking on, over and across that certain real property of Marlin Quay Marina Corporation, which is more fully described herein below, by owners, agents, employees, servants, visitors, guests and invitees of The Gulfstream Café, Inc.

....

Marlin Quay Marina Corporation, ... (the “Grantor”), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto The Gulfstream Café, Inc., its successors and assigns (the “Grantee”) a non-exclusive perpetual easement appurtenant to the premises of the Grantee hereinafter described for the full and free right of ingress and egress on, over and across the following described property of the Grantor, together with the rights of vehicular parking on and vehicular and pedestrian access to, all in accordance with all governmental rules, regulations, ordinances or laws, the premises of the Grantor hereinafter described, and also for the purpose of maintenance, repair, alteration and/or improvements to the Grantee’s hereinafter described property. It is anticipated by the parties that while they will each have joint and non-exclusive use **at all times** of the area covered by this easement that the Grantor will utilize the premises primarily during the daytime regular business hours of Grantor and the Grantee will utilize the premises primarily in the evening regular business hours of Grantee. (emphasis added).

25. Consistent with the easement, Gulfstream shared the parking lot with the Marlin Quay marina store. The marina store used the parking lot during its daytime regular business hours, and Gulfstream used the parking lot during its evening regular business hours.

26. In 2014, Palmetto purchased the Marlin Quay Marina subject to the restrictions of the Marlin Quay PUD and subject to Gulfstream’s perpetual easement rights to utilize the Parking Lot.

¹ The easements are referred to collectively herein as the “Gulfstream Easement.”

B. Palmetto Seeks a Major Amendment to the Marlin Quay PUD.

27. In late 2016, Palmetto demolished its marina store and embarked upon a plan to construct a much larger building.

28. Defendant Goggans was hired by Palmetto to design this new building in part because of Defendant Goggans's position of influence as a Georgetown County Councilman.

29. The first two versions of Palmetto's proposed building were known as Versions 1.0 and 2.0 and were designed by Defendant Goggans. Mr. Goggans advocated on behalf of Palmetto to secure approval of Version 1.0 as a minor amendment to the Marlin Quay PUD, and upon information and belief, Mr. Goggans was similarly involved in Palmetto's efforts to secure approval for Version 2.0.

30. Palmetto submitted an application for a major amendment to the Marlin Quay PUD in order to build Version 2.0, and that application was approved by the County on February 27, 2018. (Drawings of Versions 1.0 & 2.0 attached hereto and incorporated herein verbatim as Exhibits 5 and 6, respectfully).

31. Palmetto's plans for Versions 1.0 and 2.0 were challenged by Gulfstream in the action captioned *The Gulfstream Café, Inc. v. J. Mark Lawhon, Individually, and Palmetto Industrial Development, LLC*, C.A. No. 2016-CP-22-00961. Gulfstream prevailed in that action, and the Court issued a permanent injunction barring Palmetto from constructing a building on any portion of the property subject to the Gulfstream Easement. (Permanent Injunction attached hereto and incorporated herein verbatim as Exhibit 7).

32. Following issuance of the permanent injunction, Palmetto apparently abandoned its plan to build Version 1.0 or Version 2.0.

33. In August 2018, Palmetto commenced plans for another proposed building, known as Version 3.0. As with the prior proposals, Version 3.0 was designed by Defendant Goggans and his architecture firm, SGA Architecture.

34. On August 27, 2018, Palmetto submitted an application to the Georgetown County Planning Department for approval of Version 3.0 as a major amendment to the Marlin Quay PUD. (Application for Version 3.0 attached hereto and incorporated herein verbatim as Exhibit 8).

35. Palmetto's application for Version 3.0 was its second request for a zoning amendment in a 12 month period. Section 1702.1 of the Zoning Ordinance prohibits an applicant from seeking to amend the ordinance twice in a single year for the same parcel of property.

36. There are more than 300 property owners within a 400 foot radius of the Marlin Quay marina property. Upon information and belief, when Palmetto submitted its application for approval of Version 3.0 as a major amendment, it did not provide required notice to these affected property owners as required by Section 1702.206 of the Georgetown County Zoning Ordinance. Further, Palmetto failed to submit the letters it sent to nearby property owners, as required by Section 1702.206 of the Ordinance.

37. When it was submitted, Palmetto's application for major amendment for Version 3.0 did not contain any drawings, sketches, or other data regarding the nature of the proposed amendment.

38. Palmetto supplemented its application for approval of Version 3.0 to include limited drawings and plans of its proposed building less than two weeks before the application was heard by the Georgetown County Planning Commission. Accordingly, Palmetto's application violated Section 1702.01 of the Zoning Ordinance, which requires that an application to amend the Zoning Ordinance be submitted in proper form 45 days before it is heard by the Planning Commission.

39. Even once supplemented, Palmetto's application for approval of Version 3.0 did not contain critical information, including data regarding the number of parking spaces required by the proposed building. (Drawings and sketches of Version 3.0 attached hereto and incorporated herein verbatim as Exhibit 9).

40. Palmetto's supplemented application showed that Version 3.0 would be a more than 9,000 square foot building, with an occupancy limit of 359 people. (Exhibit 9).

41. By contrast, the marina store that Palmetto demolished was much smaller. It had approximately 4,000 square feet, approximately 70 seats, and did not have a full service kitchen.

42. Version 3.0, if constructed, would contain a full-service restaurant that would be open at night. The building would also house multiple large bars, and would cater to a clientele interested in night life. The proposed use of Palmetto's property as a restaurant is not permitted by the Marlin Quay PUD.

43. Version 3.0, if constructed, would require 51 parking spaces pursuant to Section 1102.1 of the Zoning Ordinance. Gulfstream is required to have 47 parking spaces under Section 1102.1. The Marlin Quay Marina requires 22 parking spaces.

44. There are only 62 parking spaces in the parking lot, meaning that there are not enough spaces for all uses. Moreover, because Palmetto's proposed building would contain a restaurant and bars that are open at night, it is not possible to share the parking spaces pursuant to Section 1102.3 of the Zoning Ordinance.

C. The Planning Commission Approved Palmetto's Application for a Major Amendment, Ignoring the Procedural and Substantive Defects in That Application.

45. Palmetto's application for a major amendment to allow construction of Version 3.0 was heard by the Georgetown Planning Commission on October 18, 2018. At that hearing, counsel for Gulfstream explained the procedural and substantive defects with the application.

46. Neither the applicant nor planning staff addressed the impact of Palmetto's proposed building on the shared parking lot.

47. Despite being presented with evidence of the defects in Palmetto's application, the Planning Commission recommended approval of the requested major amendment.

48. Members of the planning commission are appointed by the Georgetown County Council, including Defendant Goggans.

49. Upon information and belief, Defendant Goggans, consistent with his actions on prior applications by Palmetto, advocated on behalf of his client for approval of Version 3.0 by the Planning Commission.

50. Upon information and belief, members of the Planning Commission were influenced to vote in favor of Palmetto's application because of Defendant Goggans's role as architect for Palmetto.

D. The County Council Approved Palmetto's Application for a Major Amendment, Ignoring the Procedural and Substantive Defects in That Application.

51. The Georgetown County Council held three readings of Palmetto's application for major amendment.

52. On December 11, 2018, the Georgetown County Council held a second reading of Palmetto's application for a major amendment. At that hearing, counsel for Gulfstream again explained the procedural and substantive defects with the application.

53. Counsel for Gulfstream also provided the County Council with a position paper outlining the defects with Palmetto's application. (Gulfstream's Position Paper attached hereto and incorporated herein verbatim as Exhibit 10).

54. Numerous members of the public attended the December 11 meeting to express their opposition to the proposed major amendment. More than a dozen individuals expressed concern that Version 3.0 would cause significant problems with parking and traffic in the Marlin Quay area.

55. Neither counsel for the applicant nor anyone who spoke in favor of Palmetto's application addressed the impact that Version 3.0 would have on the parking situation at Marlin Quay.

56. Despite being presented with numerous procedural and substantive defects in Palmetto's application, along with significant community opposition to the proposal, the Georgetown County Council approved the second reading of Palmetto's application for major amendment.

57. Palmetto's application for major amendment received final approval from the Georgetown County Council on January 8, 2019. (The January 8, 2019 Ordinance approving Version 3.0 is attached hereto and incorporated herein verbatim as Exhibit 11).

58. Upon information and belief, Defendant Goggans, consistent with his actions on prior applications by Palmetto, advocated on behalf of his client for approval of Version 3.0 by his fellow County Council members.

59. Upon information and belief, members of the County Council were influenced to vote in favor of Palmetto's application because of Defendant Goggans's role as architect for Palmetto.

E. The Council's Action Exceeded the Council's Authority and Violated Gulfstream's Constitutional Rights.

60. Defendants acted arbitrarily and capriciously in advocating for and/or approving Palmetto's application for major amendment to construct Version 3.0

61. Highlighting the arbitrary and capricious nature of Defendants' action is the fact that Defendants wholly failed to consider the impact of Version 3.0 on the parking situation at Marlin Quay despite the evidence presented by Gulfstream and numerous community members.

62. Defendants failed to follow the requirements of the Georgetown County Zoning Ordinance in approving Palmetto's application for major amendment to construct Version 3.0.

63. For example, Defendants failed to consider the requirements for a major amendment contained in the Georgetown County Zoning Ordinance, namely whether the public necessity, convenience, general welfare or good zoning practice supported Palmetto's application.

64. Additionally, the Zoning Ordinance does not permit an applicant to submit two applications for zoning amendments for the same parcel of property in a 12-month period. Likewise, the Zoning Ordinance has multiple restrictions regarding the timing of applications and notice required to be provided to nearby property owners, which requirements were not followed.

65. As a result of Defendants' approval of Palmetto's application for major amendment, the value of Gulfstream's property has been reduced.

66. Because of Defendants' actions, Palmetto will be permitted to construct Version 3.0, which is substantially larger than its previous building, contains a full-size commercial kitchen, and will be open as a restaurant and serving dinner in the evening with a focus on night life.

67. The parking lot at Marlin Quay cannot support this new operation along with Gulfstream's existing business. Gulfstream requires sufficient parking in order to operate.

68. If Palmetto is allowed to proceed, Gulfstream will be unable to continue operating its restaurant because of the catastrophic parking situation. Given that Gulfstream's property may only be used as a restaurant pursuant to the PUD, Gulfstream's property will lose all value.

69. Defendants' action in approving Palmetto's application for major amendment to build Version 3.0 constitutes a taking for which compensation is constitutionally mandated.

70. In advocating for and/or approving Palmetto's Application for major amendment, Defendants made a decision that was specific in nature and impacted Gulfstream individually, rather than the general public.

COUNT I

Declaratory Judgment – Approval of Palmetto's Application for Major Amendment Is Invalid.

71. Paragraphs 1 through 70 are hereby incorporated by reference as if rewritten in their entirety.

72. Palmetto submitted an application for a major amendment to the Marlin Quay PUD in order to construct Version 3.0.

73. Defendant Goggans advocated for approval of Palmetto's application and the remaining Defendants approved Palmetto's application.

74. The approval of Palmetto's application constitutes a taking of Gulfstream's property. Version 3.0 is substantially larger than the prior marina store, will contain a full-service kitchen, and will include a restaurant that serves dinner during the evening. The demand for parking in the evening caused by Version 3.0 will undermine Gulfstream's property rights by making it impossible for Gulfstream to operate its restaurant.

75. The approval of Palmetto's application violates Gulfstream's rights to substantive due process in that its passage was arbitrary, capricious, and bore no rational relationship to any legitimate state interest and provides no benefit to public health, safety, or welfare.

76. The approval of Palmetto's application violates Gulfstream's rights to procedural due process. The passage of that application failed to prove sufficient notice and hearing to affected property owners and was contrary to Defendants' constitutional authority to impose zoning restrictions on real property, and is null, void and of no force and effect.

77. Pursuant to the provisions of S.C. Code § 15-53-10 et seq., Gulfstream asks that this Court declare the passage of Palmetto's application for major amendment to be null, void and of no force and effect.

COUNT II
Violation of Substantive Due Process Rights – Article I Section 3 of the South Carolina Constitution

78. Paragraphs 1 through 77 are hereby incorporated by reference as if rewritten in their entirety.

79. Article I, Section 3 of the South Carolina Constitution provides that no person shall "be deprived of life, liberty, or property without due process of law."

80. Under this provision, Gulfstream has protected property rights to use its property as a restaurant, as permitted by the Marlin Quay PUD. Gulfstream also possesses property rights in its Easement.

81. Defendants deprived Gulfstream of its Property rights by advocating for and/or approving Palmetto's application for major amendment, which prevents Gulfstream from fully enjoying its property rights.

82. Defendants' actions were arbitrary, capricious, without rational basis, and has no substantial relationship to the public health, safety, morals, or general welfare.

83. Examples of Defendants' arbitrary and capricious conduct include the fact that Defendants wholly failed to consider the impact of Version 3.0 on the parking lot despite the fact that Gulfstream and multiple community members explained that construction of the building would cause serious parking problems.

Defendants' actions therefore violate Article I, Section 3 of the South Carolina Constitution.

84. As a result, Gulfstream prays for declaratory relief and damages.

COUNT III
Relief Under 42 U.S.C. § 1983 for Violation of Right to Substantive Due Process – United States Constitution

85. Paragraphs 1 through 84 are hereby incorporated by reference as if rewritten in their entirety.

86. The Fourteenth Amendment to the United States Constitution guarantees the right to due process under the law.

87. 42 U.S.C. § 1983 provides a cause of action for violation of the right to due process under the Fourteenth Amendment to the United States Constitution.

88. Under this provision, Gulfstream has protected property rights to use its property as a restaurant, as permitted by the Marlin Quay PUD. Gulfstream also possesses property rights in its Easement.

89. Defendants acted under the color of state law in depriving Gulfstream of its constitutionally guaranteed right to due process under the Fourteenth Amendment to the United States Constitution.

90. Specifically, Defendants advocated for and/or approved Palmetto's application for major amendment, which permits construction of Version 3.0. That building will significantly overburden the parking lot at Marlin Quay and will undermine Gulfstream's property rights.

91. Defendants' actions were arbitrary, capricious, without any rational basis, and had no substantial relationship to the public health, safety, morals, or general welfare.

92. Defendants' actions as alleged herein are a denial of substantive due process afforded to Gulfstream in violation of the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States of America.

93. As a result, Gulfstream prays for declaratory relief and damages against Defendants.

COUNT IV
Violation of Right to Procedural Due Process – Article I Section 3 South Carolina Constitution

94. Paragraphs 1 through 93 are hereby incorporated by reference as if rewritten in their entirety.

95. Article I, Section 3 of the South Carolina Constitution provides that no person shall “be deprived of life, liberty, or property without due process of law.”

96. Gulfstream possesses property rights to operate a restaurant pursuant to the terms of the Marlin Quay PUD. Gulfstream also possesses property rights in its Easement. Gulfstream can only be deprived of its Property rights where the appropriate procedure is followed.

97. S.C. Code § 6-29-710 et seq. and the Georgetown County Zoning Ordinance prescribe the procedures that must be followed to amend the zoning ordinance.

98. The Zoning Ordinance does not permit the Council to consider an application for amendment to the zoning ordinance where the application fails to follow procedural requirements.

99. Palmetto’s application for major amendment contained numerous procedural defects, including but not limited to:

- Palmetto’s application for Version 3.0 represented the second application by Palmetto for the same parcel of property during a 12-month period.
- Palmetto failed to submit its application in proper form 45 days prior to that application being considered by the Planning Commission.
- Palmetto failed to provide notice to all property owners located within 400 feet of the impacted property.
- Palmetto failed to submit letters it sent to nearby property owners notifying them of the application for major amendment.

100. When they advocated for and/or approved Palmetto’s application for major amendment, Defendants deprived Gulfstream of its procedural due process rights by ignoring numerous procedural safeguards contained in the Georgetown County Zoning Ordinance.

101. Defendants’ action denied Gulfstream and other property owners meaningful notice and opportunity to be heard.

102. Based on the above, the process of approval of Palmetto's application for major amendment was fundamentally unfair and constitutionally inadequate. Accordingly, Defendants' action violates Article I, Section 3 of the South Carolina Constitution.

103. As a result, Gulfstream prays for declaratory relief and damages.

COUNT V
Relief Under 42 U.S.C. § 1983 for Violation of Right to Procedural Due Process – United States Constitution

104. Paragraphs 1 through 103 are hereby incorporated by reference as if rewritten in their entirety.

105. The Fourteenth Amendment to the United States Constitution guarantees that no state may deny any person of property without due process of law.

106. Gulfstream has a protected property right to use its property as a restaurant, as permitted by the Marlin Quay PUD. Gulfstream also possesses a property right in its Easement.

107. Defendants' course of conduct in advocating for and/or approving Palmetto's application for major amendment deprived Gulfstream of its property rights.

108. S.C. Code § 6-29-706 and the Georgetown County Zoning Ordinance prescribe the procedures that must be followed to amend the zoning ordinance.

109. The Zoning Ordinance does not permit the Council to consider an application for amendment to the zoning ordinance where the application fails to follow procedural requirements.

110. Palmetto's application for major amendment contained numerous procedural defects, including but not limited to:

- Palmetto's application for Version 3.0 represented the second application by Palmetto for the same parcel of property during a 12-month period.
- Palmetto failed to submit its application in proper form 45 days prior to that application being considered by the Planning Commission.
- Palmetto failed to provide notice to all property owners located within 400 feet of the impacted property.
- Palmetto failed to submit letters it sent to nearby property owners notifying them of the application for major amendment.

111. When they advocated for and/or approved Palmetto's application for major amendment, Defendants deprived Gulfstream of its procedural due process rights by ignoring numerous procedural safeguards contained in the Georgetown County Zoning Ordinance.

112. Defendants' action denied Gulfstream and other property owners meaningful notice and opportunity to be heard.

113. Based on the above, the process of approval of Palmetto's application for major amendment was fundamentally unfair and constitutionally inadequate. Accordingly, Defendants' action violates the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States of America.

114. As a result, Gulfstream prays for declaratory relief and damages against Defendants.

COUNT VI
Violation of South Carolina's Taking Clause – Article I, Section 13 of the South Carolina Constitution

115. Paragraphs 1 through 114 are hereby incorporated by reference as if rewritten in their entirety.

116. Article I Section 13 of the South Carolina Constitution provides that "private property shall not be taken for private use without the consent of the owner, nor for public use without just compensation being first made for the property."

117. Gulfstream possesses a property right to use its property as a restaurant, pursuant to the Marlin Quay PUD. Gulfstream also possesses a property right under its Easement to full and free ingress, egress, and vehicular parking at the parking lot, primarily during its regular evening business hours.

118. The approval of Palmetto's application for major amendment constitutes a taking of Gulfstream's property without just compensation.

119. Defendants' action in advocating for and/or approving Palmetto's application will result in the construction of Version 3.0, which will grossly overburden the parking lot, particularly during the evening hours. Without parking, Gulfstream will not be able to operate a restaurant and will not enjoy the rights granted to it in the Easement. Because Gulfstream may only use its property as a restaurant, the approval of Palmetto's application for major amendment therefore deprives Gulfstream of all economically viable use of its property.

120. Gulfstream is entitled to just compensation for the taking of its property. This takings claim includes an “England Reservation” of Gulfstream’s right to bring a takings claim in Federal Court.

COUNT VII
Inverse Condemnation

121. Paragraphs 1 through 120 are hereby incorporated by reference as if rewritten in their entirety.

122. Defendants may not take Gulfstream’s property without just compensation.

123. This inverse condemnation claim includes an “England Reservation” of Gulfstream’s right to bring a subsequent federal takings claim in Federal Court.

124. Defendants engaged in affirmative action by advocating for and/or approving a zoning amendment that will result in construction of a building that will catastrophically undermine Gulfstream’s property rights.

125. Defendants’ conduct amounts to a taking of Gulfstream’s property without just compensation.

126. Gulfstream is entitled to just compensation for the taking of its property.

COUNT VIII
ATTORNEYS’ FEES

127. Paragraphs 1 through 126 are hereby incorporated by reference as if rewritten in their entirety.

128. Gulfstream is entitled to its attorneys’ fees pursuant to 28 U.S.C. § 1988 as a result of the actions alleged herein.

WHEREFORE, Gulfstream prays for the following relief:

- (a) Declaratory judgment in favor of Gulfstream that approval of Palmetto’s application for major amendment is null and void and of no effect;
- (b) Award Gulfstream compensation for taking of its property rights;
- (c) Award Gulfstream compensatory damages for the violations of its civil rights;
- (d) Award Gulfstream its reasonable costs and attorney’s fees incurred in bringing this action;
- (e) For such other and further relief as this Court deems just, proper, and appropriate under the facts and evidence presented; and

- (f) Trial by jury on all issues so triable.

s/ Sean M. Foerster

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March 8, 2019

ORDINANCE

An Ordinance to amend the official zoning map of Georgetown County, South Carolina.

Be it ordained that the official zoning map of Georgetown County, a part and parcel of Georgetown County Zoning Ordinance be amended to reflect the following changes:

To change the present zoning from Resort Commercial and General Resort Residential to Planned Unit Development as requested by Martin, Stevens, Nichols and Nichols of property located at the site of Gulf Stream Marina in Murrells Inlet, a copy of map attached.

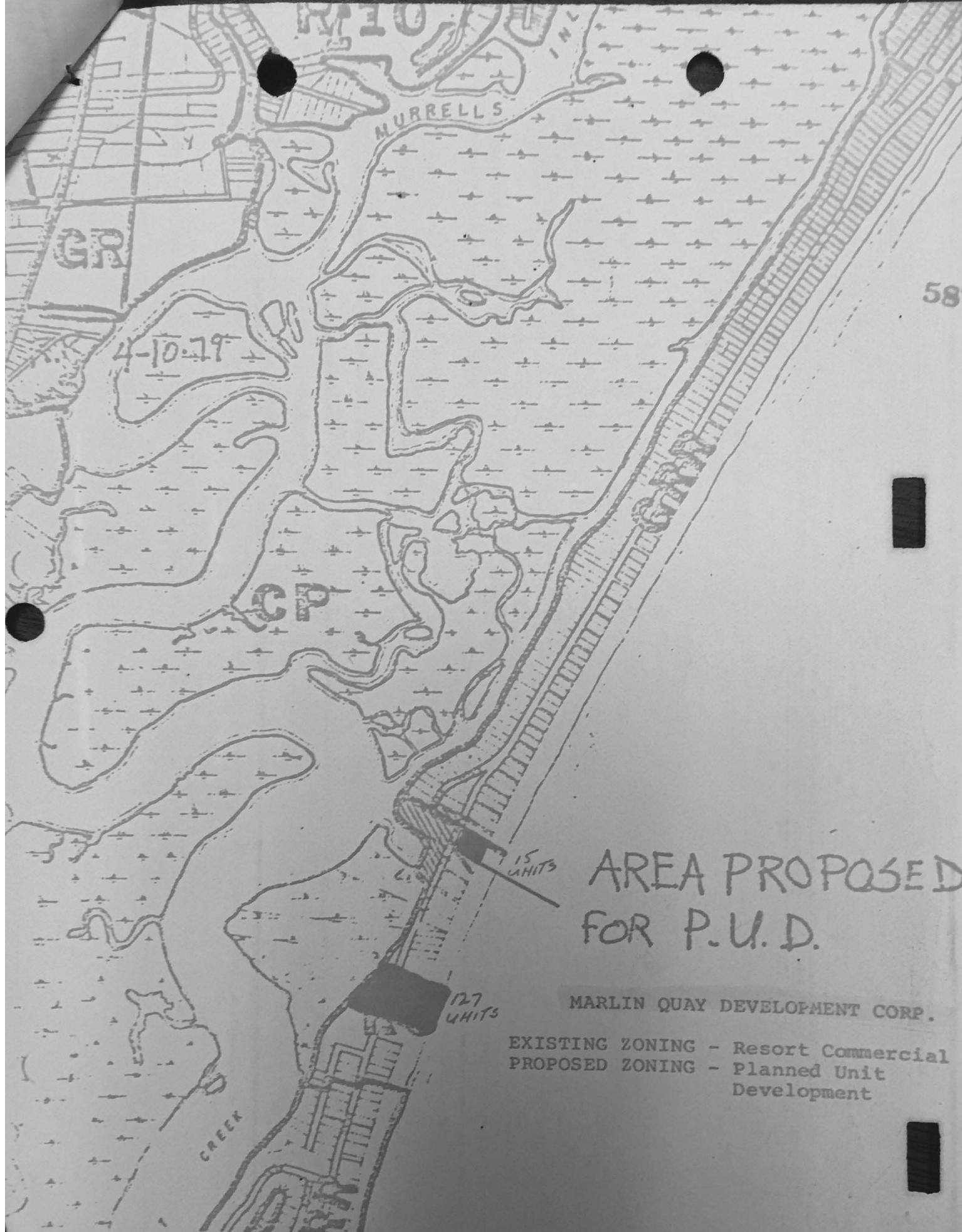
TYPE OF USES:	60 condominiums, 2 bedrooms, 1 restaurant 1 marina, 60 slips
LAND AREA:	3.1 acres
LOCATION OF STRUCTURES:	as shown on Plat
LOCATION OF USES:	as shown on Plat
INGRESS & EGRESS:	as shown on Concept Plan
YARD REQUIREMENT:	as shown on Concept Plan
SIZE OF STRUCTURES:	as shown on Plat
LOCATION OF SCREENING, BUFFERS:	at least 6' in height
BUILDING HEIGHT:	commercial uses .35' residential 60' maximum
DENSITY:	as stated on Concept Plan

FILED
 BETTY A. WILLIAMS
 CLERK
 JUL 29 11 07 AM '82
 GEORGETOWN COUNTY, S.C.
 BOOK _____ PAGE _____

Adoption of the foregoing Ordinance moved by Kenneth W. Thornton, Jr.,
 seconded by J. D. Munnerlyn, and after discussion upon call to
 vote thereon, the vote was as follows: Those in favor - Alfred B. Schooler,
 H. E. Hemingway, Kenneth W. Thornton, Jr., Glenn A. Cox and H. E. Hemingway.
 Opposed - None.

H. E. Hemingway
Glenn A. Cox
J. D. Munnerlyn
Alfred B. Schooler
Kenneth W. Thornton, Jr.

First reading: May 11, 1982
 Second reading: June 10, 1982
 Third reading: July 20, 1982



AREA PROPOSED FOR P.U.D.

MARLIN QUAY DEVELOPMENT CORP.

EXISTING ZONING - Resort Commercial
 PROPOSED ZONING - Planned Unit Development



ELECTRONICALLY FILED - 2019 MAR 08 4:27 PM - GEORGETOWN - COMMON PLEAS

FILED
DETTI, WILLIAMS
COPPERS.

APR 2 2 57 PM '86

GEORGETOWN COUNTY, S.C.

BOOK PAGE

BOOK 234 PAGE 790

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

AGREEMENT FOR EASEMENT

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

ALL those certain piece, parcel or lot of land situate, lying and being in the Garden City area of the County of Georgetown, State aforesaid, and being more particularly shown as Lot 5 of Tract 3 on that certain plat entitled "Survey Of Marlin Quay Marina Horizontal Property Regime, Garden City Point", prepared by Sur-Tech, Inc., dated May 21, 1985, revised November 27, 1985, and recorded in the office of the Clerk of Court for Georgetown County in Plat Book 6 at Page 214, said plat being expressly incorporated herein by reference.

The grantor having acquired the aforescribed property by virtue of that certain deed from Marlin Quay Company, a S.C. General Partnership dated July 1, 1983, and recorded on September 1, 1983, in the Office of the Clerk of Court for Georgetown County in Deed Book 211 at Page 1141.

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

(See attached Exhibit B)

IT IS EXPRESSLY UNDERSTOOD AND AGREED by Marlin Quay Marina Corporation and the The Gulfstream Cafe', Inc., that as part of the consideration for this conveyance, both parties shall be equally responsible for the maintenance and upkeep of the aforementioned easement area and shall equally share the costs associated with its proper maintenance and upkeep to insure that it is satisfactory for the uses and purposes intended herein.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED by the parties hereto that attached hereto as Exhibit "A" and incorporated herein is a Consent And Joinder of Mortgagee To Granting Of Easement from First Union National Bank which has a mortgage recorded in the Office of the Clerk of Court for Georgetown County in Mortgage Book 225 at Page 209 covering certain real property of the Grantor herein, a portion of which will be utilized for the easement.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said The Gulfstream Cafe', Inc., its Successors and Assigns forever.

AND the said Marlin Quay Marina Corporation does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said premises unto the said The Gulfstream Cafe', Inc., its Successors and Assigns, against itself and its Successors and Assigns and all others whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25th day of February, in the year of our Lord One Thousand Nine Hundred and Eighty-six and in the Two Hundred and Tenth Year of the Sovereignty and Independence of the United States of America.

ELECTRONIC RECORDS - GEORGETOWN, COMMONWEALTH OF VIRGINIA - CASE # 2019CP2200212

EXHIBIT "A"

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

WHEREAS, Marlin Quay Marina Corporation did on the 4th day of December, 1985, execute and deliver a note in the amount of Six Hundred Thousand and No/100 (\$600,000.00) Dollars to First Union National Bank and secured the same by a mortgage and security agreement, said mortgage being recorded in the Office of the Clerk of Court for Georgetown County in Mortgage Book 225 at Page 209; and

WHEREAS, the said Marlin Quay Marina Corporation has executed on February 25, 1986, an Easement in favor of The Gulfstream Cafe', Inc., said Easement being located on a portion of the property described in the aforesaid mortgage, said Easement being more fully described as follows:

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

WHEREAS, said Easement with this Consent and Joinder attached thereto will be recorded simultaneously in the Office of the Clerk of Court for Georgetown County, South Carolina.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, the receipt and sufficiency of which is hereby acknowledged, First Union National Bank does hereby consent and join in the aforesaid Easement from Marlin Quay Marina Corporation to The Gulfstream Cafe', Inc., and all of the covenants, conditions and provisions contained therein for the sole purpose of consenting to the creation by Marlin Quay Marina Corporation of an easement upon a portion of the property upon which First Union National Bank has a lien and subordinates its aforesaid Mortgage to the easement; provided that First Union National Bank makes no representations or warranties as to the validity of the documents creating the easement; said mortgage however, in all other respects to remain in full force and virtue.

ELECTRONICALLY FILED - 2019 Mar 08 4:27 PM - GEORGETOWN - COMMON PLEAS - CASE#2019CP2200212

IN WITNESS WHEREOF the parties have caused this instrument to be executed this 19th day of February, A.D., 1986.

IN THE PRESENCE OF:

Amanda Burton
Amanda Burton
James A. McCartney
James A. McCartney
STATE OF NORTH CAROLINA)
COUNTY OF WAKE)

FIRST UNION NATIONAL BANK
By Catherine R. Williamson
Catherine R. Williamson, Vice President
Attest Dennis Harvey
Dennis Harvey, Assistant Secretary

PERSONALLY appeared before me Amanda Burton who, on oath, says that (s)he saw the within named FIRST UNION NATIONAL BANK by Catherine R. Williamson and Dennis Harvey its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written instrument and that (s)he with James A. McCartney witnessed the execution thereof.

SWORN to before me this 19th day of February, 1986
S. Lee Betts (SEAL)
Notary Public for North Carolina
My Commission expires: 9-19-89

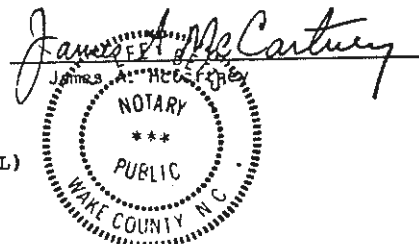


EXHIBIT "B"

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

REC'D & SERIALIZED
MAR 11 2019
CLERK OF COURT
GEORGETOWN, VA

BOOK 234 PAGE 795 ⁷⁰⁰ NCS

FILED
BETTY L. WILLIAMS
DCCP&S.

APR 2 2 51 PM '86

GEORGETOWN COUNTY, S.C.

BOOK 234 PAGE 790

*Deed in Wheeler
Deputy cllp*

91-129

Marlin Quay Marina Corp.

to

Sulfstream Cufe 'Inc.

*Agreement for
easement*

Recorded this 14th day of

April A.D. 1986

In Book 2 Page 1443

C. E. Freeman, Deputy
Auditor, Georgetown Co., S. C.

across lot 5 tract 3

D.C. pint

Tracts A+B

marsh area

COUNTY PARCEL # 91-129-2 thru 5

M80

FILED
APR 2 2 57 PM '86
GEORGETOWN, S.C.
BOOK PAGE

BOOK 234 PAGE 797

FILED
BETTY L. WILLIAMS
CLERK

STATE OF SOUTH CAROLINA)
) AGREEMENT FOR EASEMENT
COUNTY OF GEORGETOWN)

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

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

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

The grantor having acquired the aforescribed property by virtue of that certain deed from Marlin Quay Company, a S.C. General Partnership dated July 1, 1983, and recorded on September 1, 1983, in the Office of the Clerk of Court for Georgetown County in Deed Book 211 at Page 1141.

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

(See attached Exhibit A)

IT IS EXPRESSLY UNDERSTOOD AND AGREED by Marlin Quay Marina Corporation and the The Gulfstream Cafe', Inc., that as part of the consideration for this conveyance, both parties shall be equally responsible for the maintenance and upkeep of the aforementioned easement area and shall equally share the costs associated with its proper maintenance and upkeep to insure that it is satisfactory for the uses and purposes intended herein.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED by the parties that First Union National Bank has a mortgage recorded in the Office of the Clerk of Court for Georgetown County in Mortgage Book 225 at Page 209 covering certain real property of the Grantor herein, a portion of which will be utilized for the easement herein granted. First Union National Bank does not consent and join in the aforesaid easement from Marlin Quay Marina Corporation to The Gulfstream Cafe', Inc., upon that portion of the property upon which First Union National Bank has a lien and does not subordinate its aforesaid Mortgage to this easement. First Union National Bank makes no representations or warranties as to the validity of the documents creating the easement and all aspects of said Mortgage remain in full force and virtue. This easement shall be subordinate to the aforesaid Mortgage.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said The Gulfstream Cafe', Inc., its Successors and Assigns forever.

AND the said Marlin Quay Marina Corporation does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said premises unto the said The Gulfstream Cafe', Inc., its Successors and Assigns, against itself and its

Successors and Assigns and all others whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25th day of February, in the year of our Lord One Thousand Nine Hundred and Eighty-six and in the Two Hundred and Tenth Year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

Hal M. Strange
Barbara P. Mahaffey

Hal M. Strange
Barbara P. Mahaffey

MARLIN QUAY MARINA CORPORATION
By Grover C. Cauthen
Grover C. Cauthen, Pres.

Attest Jack L. Moore
Jack L. Moore, Asst. Sec.

THE GULFSTREAM CAPE, INC.
By Edward C. Cribb, Jr.
Edward C. Cribb, Jr., Pres.

Attest Grover C. Cauthen
Grover C. Cauthen, Sec.

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

PERSONALLY appeared before me Barbara P. Mahaffey and made oath that (s)he saw the within named MARLIN QUAY MARINA CORPORATION, a S.C. Corporation, by its duly authorized President, Grover C. Cauthen and its duly authorized Assistant Secretary, Jack L. Moore, sign, seal and attest, and as their official act and deed, deliver the within written instrument and that (s)he with Hal M. Strange witnessed the execution thereof.

Barbara P. Mahaffey

SWORN to before me this 25th day of February, 1986
Hal M. Strange (SEAL)
Notary Public for South Carolina
My Commission expires: 10/10/87

FILED ELECTRONICALLY FILED - 2019 MAR 08 4:27 PM - GEORGETOWN - COMMON PLEAS - CASE#2019CP2200212

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

PERSONALLY appeared before me Barbara P. Mahaffey
and made oath that (s)he saw the within named THE GULFSTREAM CAFE',
INC., a S.C. Corporation, by its duly authorized President, Edward C.
Cribb, Jr., and its duly authorized Secretary, Grover C. Cauthen,
sign, seal and attest, and as their official act and deed, deliver the
within written instrument and that (s)he with Hal M. Strange
witnessed the execution thereof.

Barbara P. Mahaffey

SWORN to before me this 25th
day of February, 1986.

Hal M. Strange (SEAL)
Notary Public for South Carolina
My Commission expires: 10/10/87

REC'D - COMMONWEALTH FILED - 2019 MAR 08 4 21 PM - GEORGETOWN - COMMON FILED - CASE # 2019 CP 2200212

EXHIBIT "A"

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

ELECTRONICALLY FILED - 2019 MAR 08 4:27 PM - GEORGETOWN - COMMON PLEAS - CASE #2019CPZZ00212

BOOK 23 PAGE 802 ^{6.00} 2145

FILED
BETTY L. WILLIAMS
CCCP&S.

APR 2 2 57 PM '86

GEORGETOWN COUNTY, S.C.

BOOK 234 PAGE 797

Deraldine M. Wheeler
Deputy cccp

Marlin Quay Marina Corp.
+

41-129-2-95

Sulphurstream Cafe, Inc.

cessment agreement

lots 3 + 4 tract 3

tracts A + B tract 3

Recorded this 4th day of

April A.D. 1986

in Book 2 Page 1443

Clara C. Furr Deputy
Auditor, Georgetown Co., S.C.

COUNTY PARCEL # 41-129-2-415

1180

ELECTRONICALLY FILED
APR 2 2 57 PM '06
GEORGETOWN COUNTY, S.C.
CASE#2019CP2200212

FILED
BETTY L. WILLIAMS
CLERK

APR 2 2 57 PM '06
GEORGETOWN COUNTY, S.C.
BOOK PAGE

BOOK 234 PAGE 803

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

AGREEMENT FOR EASEMENT

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

ALL that certain piece, parcel or lot of land situate, lying and being in the Garden City area of the County of Georgetown, State aforesaid, and being more particularly shown as Lot 5 of Tract 3 on that certain plat entitled "Survey Of Marlin Quay Marina Horizontal Property Regime, Garden City Point", prepared by Sur-Tech, Inc., dated May 21, 1985, revised November 27, 1985, and recorded in the office of the Clerk of Court for Georgetown County in Plat Book 6 at Page 214, said plat being expressly incorporated herein by reference.

The grantor having acquired the aforescribed property by virtue of that certain deed from Marlin Quay Company, a S.C. General Partnership dated July 1, 1983, and recorded on September 1, 1983, in the Office of the Clerk of Court for Georgetown County in Deed Book 211 at Page 1141.

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

(See attached Exhibit A)

IT IS EXPRESSLY UNDERSTOOD AND AGREED by Marlin Quay Marina Corporation and the The Gulfstream Cafe', Inc., that as part of the consideration for this conveyance, both parties shall be equally responsible for the maintenance and upkeep of the aforementioned easement area and shall equally share the costs associated with its proper maintenance and upkeep to insure that it is satisfactory for the uses and purposes intended herein.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED by the parties that First Union National Bank has a mortgage recorded in the Office of the Clerk of Court for Georgetown County in Mortgage Book 225 at Page 209 covering certain real property of the Grantor herein, a portion of which will be utilized for the easement herein granted. First Union National Bank does not consent and join in the aforesaid easement from Marlin Quay Marina Corporation to The Gulfstream Cafe', Inc., upon that portion of the property upon which First Union National Bank has a lien and does not subordinate its aforesaid Mortgage to this easement. First Union National Bank makes no representations or warranties as to the validity of the documents creating the easement and all aspects of said Mortgage remain in full force and virtue. This easement shall be subordinate to the aforesaid Mortgage.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said The Gulfstream Cafe', Inc., its Successors and Assigns forever.

AND the said Marlin Quay Marina Corporation does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said premises unto the said The Gulfstream Cafe', Inc., its Successors and Assigns, against itself and its

REC'D IN THE OFFICE OF THE CLERK OF COURT FOR GEORGETOWN COUNTY MORTGAGE BOOK 225 PAGE 209

Successors and Assigns and all others whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25th day of February, in the year of our Lord One Thousand Nine Hundred and Eighty-six and in the Two Hundred and Tenth Year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

Hal M. Strange
Hal M. Strange
Hal M. Strange
Hal M. Strange

MARLIN QUAY MARINA CORPORATION

By Grover C. Cauthen, Pres.
Attest Jack L. Moore, Asst. Sec.

THE GULFSTREAM CAPE, INC.

By Edward C. Cribb, Jr., Pres.
Attest Grover C. Cauthen, Sec.

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

PERSONALLY appeared before me Alec Elmore and made oath that (s)he saw the within named MARLIN QUAY MARINA CORPORATION, a S.C. Corporation, by its duly authorized President, Grover C. Cauthen and its duly authorized Assistant Secretary, Jack L. Moore, sign, seal and attest, and as their official act and deed, deliver the within written instrument and that (s)he with Hal M. Strange witnessed the execution thereof.

SWORN to before me this 25th day of February, 1986

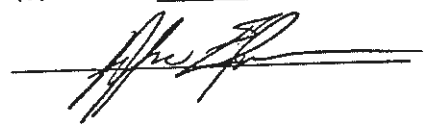
Hal M. Strange (SEAL)
Notary Public for South Carolina
My Commission expires: 10/10/87

ELECTRONICALLY FILED - 2019 MAR 08 4:27 PM - GEORGETOWN - COMMON PLEAS - CASE #2019012200212

ELECTRONICALLY FILED - 2019 Mar 08 4:27 PM - GEORGETOWN - COMMON PLEAS

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

PERSONALLY appeared before me Alec Elmore
and made oath that (s)he saw the within named THE GULFSTREAM CAFE',
INC., a S.C. Corporation, by its duly authorized President, Edward C.
Cribb, Jr., and its duly authorized Secretary, Grover C. Cauthen,
sign, seal and attest, and as their official act and deed, deliver the
within written instrument and that (s)he with Hal M. Strange
witnessed the execution thereof.



SWORN to before me this 25th
day of February, 1986

Hal M. Strange (SEAL)
Notary Public for South Carolina
My Commission expires: 10/10/87

EXHIBIT "A"

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

FILED - COMMONWEALTH OF MASSACHUSETTS - GEORGETOWN - COMMON PLAS - CASE # 2019-CV-220212

REC'D
FELIX M. HARRIS
JUL 5 5 21 PM '82

BOOK 234 PAGE 808 6.00 NEWS

FILED
BETTY L. WILLIAMS
CCCP&C.S.

APR 2 2 57 PM '86

GEORGETOWN COUNTY, S.C.

BOOK 234 PAGE 803

Geraldine M. Wheeler
Deputy ccep

Merlin Quay Maura Corp.

to

Dulstream Cafe Inc

event agreement

Lot 5 tract 3

Garden City Point

Tracts A+B

marsh area

Recorded this 4th day of

April A. D. 1986

in Book 2 Page 1842

Clara C. Freeman, Deputy
Auditor, Georgetown Co., S. C.

COUNTY PARCEL # 41-129-2 thru 5
1450

04347

BOOK 382 PAGE 217

FILED
BETTY L WILLIAMS
Clerk of Courts
90 JUN -4 12:00
BOOK PAGE

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

WHEREAS, Marlin Quay Marina Corporation did on the 04th day of December, 1985, execute and deliver a Note in the amount of Six Hundred Thousand and no/100 (\$600,000.00) Dollars to First Union National Bank and secured the same by Mortgage and Security Agreement, said Mortgage being recorded in the Office of the Clerk of Court for Georgetown County in Real Estate Mortgage Book 225 at Page 209; and

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

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

BOOK 382 PAGE 218

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

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

-2-

BOOK 382 PAGE 219

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

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

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

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

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

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

-3-

BOOK 382 PAGE 220

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

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

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

-4-

BOOK 382 PAGE 221

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

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

IN THE PRESENCE OF:

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

[Signature]

By: [Signature]
Its: [Signature]

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

Attest: [Signature]
Its: _____

WITNESSES:

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

Annette Jordan

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

Camela A. Brisson
(as to The Gulfstream Cafe,
Inc.)

Attest: [Signature]
Its: [Signature]

GS000680

BOOK 382 PAGE 222

WITNESSES:
Marcia Brito
 (one of First Union National Bank)

BY: *Subiraj M. Mittal*
 Vice President
 Account: *Debra M. Sab*
 (one of First Union National Bank)



-6-

BOOK 382 PAGE 223

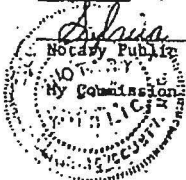
STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named First Union National Bank, by and through its duly authorized officers, sign, seal and as its act and deed, deliver the within written Agreement of Easement and Consent To and Joinder of Mortgage to Granting of Easement; and that deponent with the other witnesses whose name is subscribed above witnessed the execution thereof.

Maricia Corne

SWORN TO before me this
12th day of April, 1990
day of August, 1888.

Shirley H. Alexander (L.S.)
Notary Public for South Carolina
North
My Commission Expires: 10-9-1990



BOOK 382 PAGE 224

STATE OF SOUTH CAROLINA)
Horry) PROBATE
COUNTY OF GEORGETOWN)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named The Gulfstream Cafe, Inc., by and through its duly authorized officers, sign, seal and as its act and deed, deliver the within written Agreement of Easement and Consent To and Joinder of Mortgagee to Granting of Easement; and that deponent with the other witnesses whose name is subscribed above witnessed the execution thereof.

Annella A. Britton

SWORN TO before me this
14th day of May, 1990
day of May 1990
Annella A. Britton (L.S.)
Notary Public for South Carolina
My Commission Expires: 4-25-96

BOOK 382 PAGE 225

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Marlin Quay Marina Corporation, by and through its duly authorized officers, sign, seal and as its act and deed, deliver the within written Agreement of Easement and Consent To and Joinder of Mortgage to Granting of Easement; and that deponent with the other witnesses whose name is subscribed above witnessed the execution thereof.

SWORN TO before me this
day of June, 1990.
P. J. [Signature]
Notary Public for South Carolina (L.S.)
My Commission Expires: 6-9-98

BOOK 226

10.00 91 m

FILED
BETTY L. WILLIAMS
CCCP & GS

90 JUN -4 - PM 12: 00

RELICITS
BOOK 226 PAGE 217
Wanda S. Bennett
Deputy coss

41-129-5-3

Marlin Quay Marina Corp

to

Bulstream Cape Inc

Recorded this 6th day of

June A.D. 1920

In Book Page
Wanda S. Bennett
Auditor, Georgetown Co., S. C.

COUNTY PARCEL # 41-129-5-3

msd

Marlin Quay Restaurant & Store

1508 S. Waccamaw Drive
Georgetown, South Carolina

Owner:
PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Waccamaw Drive
Garden City South Carolina
29576

Architect:
SGA ARCHITECTURE
Fawcett Island - Charleston
245 Business Center Lane
PO Box 1459
Fawcett Island, SC 29555
Phone: (843) 237-3421
Fax: (843) 237-1992
www.SGAArchitecture.com

Civil Engineer:
ETS ENGINEERING AND TECHNICAL SERVICES, INC.
CONSULTING ENGINEERS
88 Centemurgh Lane
P.O. Box 5945
Fawcett Island, S.C. 29555
Phone: (843) 237-3002 Fax: (843) 237-2209

Structural Engineer:
MARTINEZ & ASSOCIATES
STRUCTURAL ENGINEERS, P.A.
1107 W. BEVERLY DRIVE
GEORGETOWN, SOUTH CAROLINA 29542

Mechanical, Electrical & Plumbing:
Charleston Engineering
105 S. Hampton St.
Charleston, SC 29402
Mechanical, Electrical & Plumbing



Professional Engineer
JEFFREY S. SOUTH
11/21/2016
L.H. AK
RSC

NOTICE: THESE DOCUMENTS ARE NOT FOR CONSTRUCTION

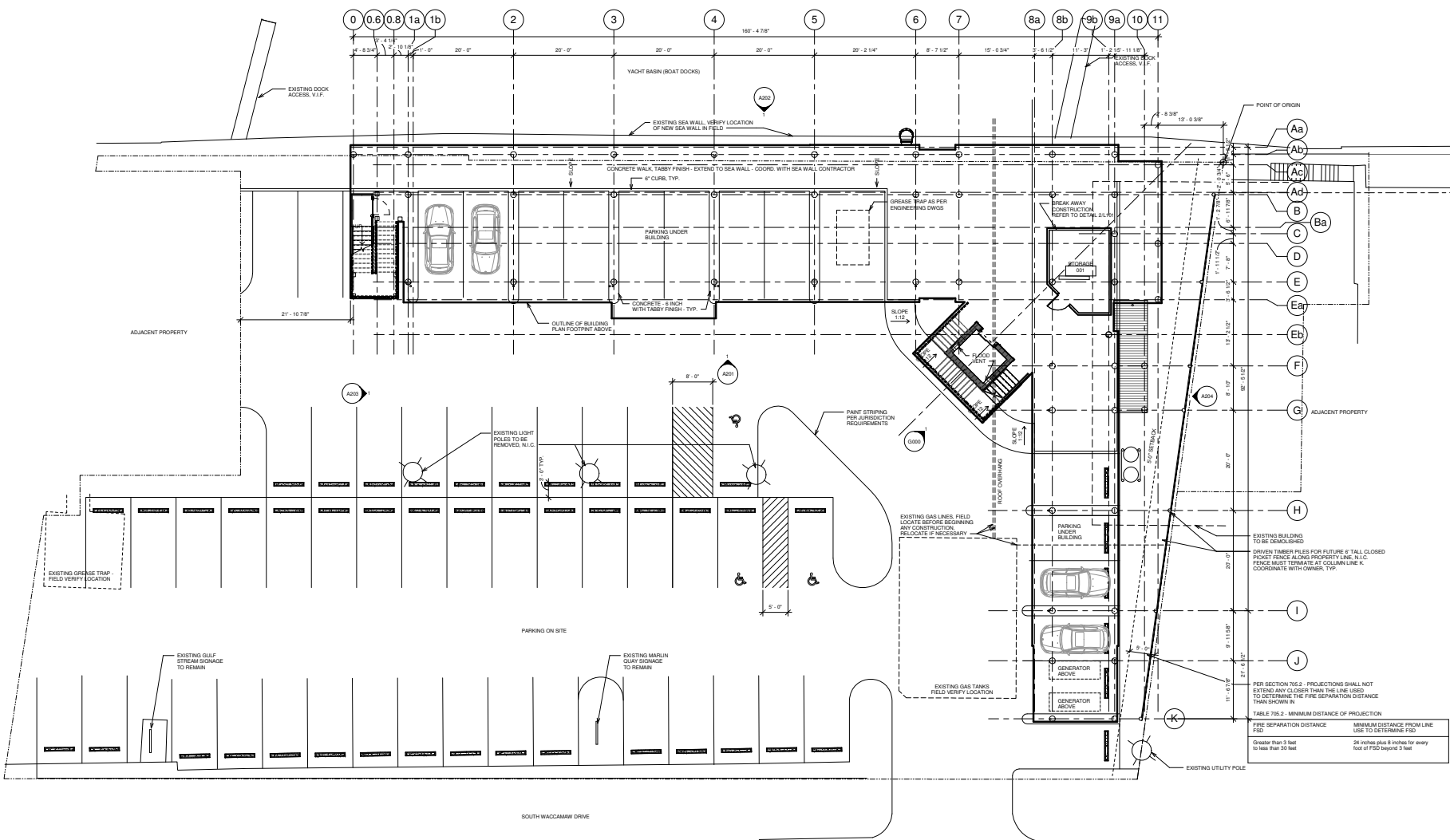
No.	Description	Date

SITE AND PARKING PLAN

L101

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

Permitting Documents



EXISTING BUILDINGS TO BE DEMOLISHED
DRIVEN TIMBER PILES FOR FUTURE 6" TALL CLOSED PICKET FENCE ALONG PROPERTY LINE. N.I.C. FENCE MUST TERMINATE AT COLLISION LINE K. COORDINATE WITH OWNER, TYP.

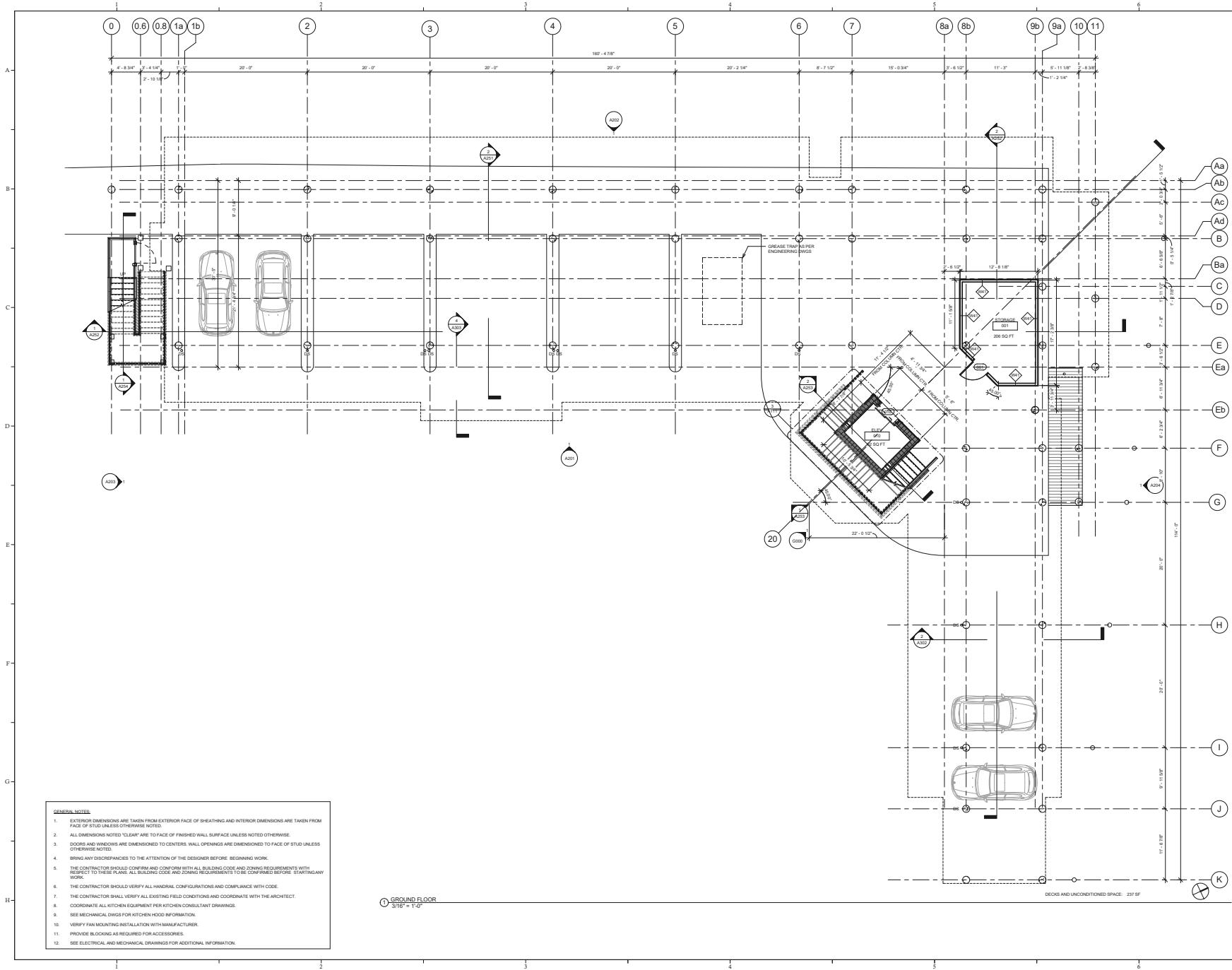
PER SECTION 705.2 - PROJECTIONS SHALL NOT EXTEND ANY CLOSER THAN THE LINE USED TO DETERMINE THE FIRE SEPARATION DISTANCE THAN SHOWN IN

FIRE SEPARATION DISTANCE	MINIMUM DISTANCE FROM LINE USE TO DETERMINE FSD
Greater than 3 feet	24 inches plus 8 inches for every foot of FSD beyond 3 feet
1 to less than 3 feet	24 inches

1 SITE AND PARKING PLAN
1/8" = 1'-0"

NOTE: Parking Requirements
Restaurant/Shop 2,815 sf / 100 = 29
Mech. Shop/Support Rooms/Restrooms 1,865 sf / 100 = 9
Unconditioned Deck 1,200 sf / 100 = 12

Required Parking: 59 spaces
Proposed Parking: 59 spaces



- GENERAL NOTES**
- EXTERIOR DIMENSIONS ARE TAKEN FROM EXTERIOR FACE OF SHEATHING AND INTERIOR DIMENSIONS ARE TAKEN FROM FACE OF STUD UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS NOTED "CLEAN" ARE TO FACE OF FINISHED WALL SURFACE UNLESS NOTED OTHERWISE.
 - DOORS AND WINDOWS ARE DIMENSIONED TO CENTERS. WALL OPENINGS ARE DIMENSIONED TO FACE OF STUD UNLESS OTHERWISE NOTED.
 - BRING ANY DISCREPANCIES TO THE ATTENTION OF THE DESIGNER BEFORE BEGINNING WORK.
 - THE CONTRACTOR SHOULD CONFIRM AND CONFORM WITH ALL BUILDING CODE AND ZONING REQUIREMENTS WITH RESPECT TO THESE PLANS. ALL BUILDING CODE AND ZONING REQUIREMENTS TO BE CONFIRMED BEFORE STARTING ANY WORK.
 - THE CONTRACTOR SHOULD VERIFY ALL HANGERS CONFIGURATIONS AND COMPLIANCE WITH CODE.
 - THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS AND COORDINATE WITH CODE.
 - COORDINATE ALL KITCHEN EQUIPMENT PER KITCHEN CONSULTANT DRAWINGS.
 - SEE MECHANICAL DWGS FOR KITCHEN HOOD INFORMATION.
 - VERIFY FAN MOUNTING INSTALLATION WITH MANUFACTURER.
 - PROVIDE BLOCKING AS REQUIRED FOR ACCESSORIES.
 - SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

**Marlin Quay
Restaurant
&
Store**

1508 S. Waccamaw Drive
Georgetown, South Carolina

Owner: PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Waccamaw Drive
Garden City
South Carolina
29576

Architect: SGA ARCHITECTURE
Pamela Gales / Chairman
348 Business Center Lane
PO Box 1809
Pawley Island, SC 29585
Phone: (843) 233-1421
Fax: (843) 233-1992
www.SGAarchitecture.com

Civil Engineer: ETS
ENGINEERING AND TECHNICAL CONSULTING ENGINEERS
58 Eisenhower Lane
P.O. Box 580
Georgetown, SC 29540
Phone: (843) 237-5002 Fax: (843) 237-2299

Structural Engineer: MARTINEZ & ASSOCIATES
STRUCTURAL ENGINEERS, P.A.
1101 S. W. 10th Street
Georgetown, SC 29540

Mechanical, Electrical & Plumbing: Charleston Engineering
208 Poplar Creek
Bluffton, SC 29910
Phone: (843) 237-5002



APPROVED FOR THE COMMON FIELD PERMITTING AUTHORITY AND FOR THE COMMON FIELD PERMITTING AUTHORITY TO CONSIDER THIS PERMIT SET FOR CONSTRUCTION.

Job Number: 10007
Date: 11/27/2018
Drawn By: L.H. BK
Checked By: L.H.

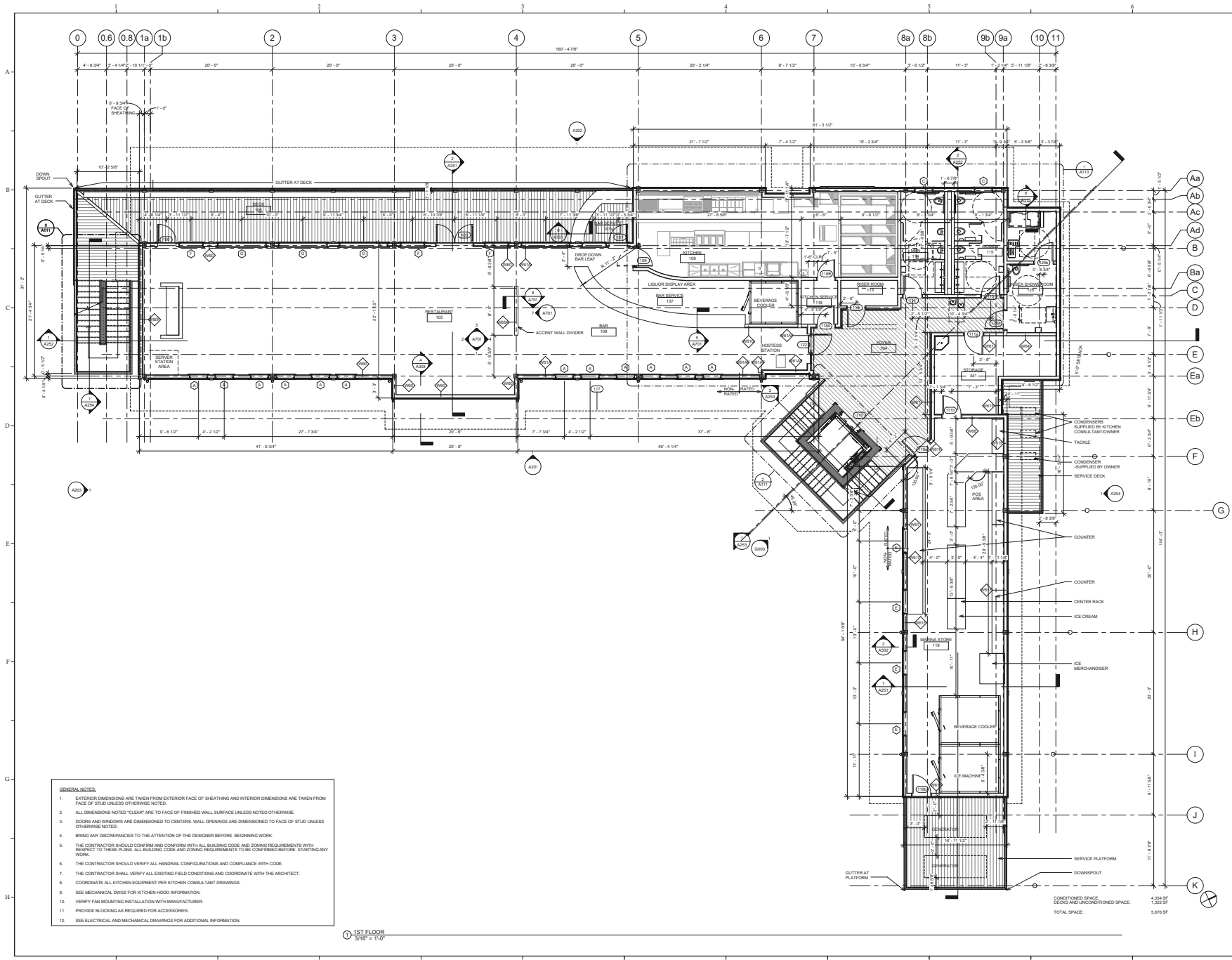
Name: **PERMIT SET**
Not For Construction

No.	Description	Date

GROUND FLOOR PLAN

A101
Scale: As Indicated

of
Permitting Documents



**Marlin Quay
Restaurant
&
Store**

1508 S. Waccamaw Drive
Georgetown, South Carolina

Client: PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Waccamaw Drive
Georgetown, South Carolina 29576

Architect: SGA ARCHITECTURE
Parrye Gabel / Chairman
345 Business Center Lane
PO Box 1819
Georgetown, SC 29548
Phone: (843) 233-1421
Fax: (843) 233-1992
www.SGAarchitecture.com

Consulting Engineer: ETS
ENGINEERING AND TECHNICAL CONSULTING ENGINEERS, INC.
1800 Piedmont Ave.
PO Box 2088
Georgetown, SC 29548
Phone: (843) 233-9022 Fax: (843) 233-2299

Structural Engineer: MARTINEZ & ASSOCIATES
STRUCTURAL ENGINEERS, P.A.
1100 S. W. 10th St.
Georgetown, SC 29548

Mechanical, Electrical & Plumbing: Charleston Engineering
108 Poplar Court
Georgetown, SC 29548
Phone: (843) 233-1421
www.charleston-engineering.com



Addressed by: THE COMMONWEALTH OF SOUTH CAROLINA
Department of Labor, Licensing and Regulation
Professional and Ethical Standards Commission
1000 North Main Street, 10th Floor
Columbia, SC 29201
www.sccr.state.sc.us

Job Number: 10007
Date: 11/27/2018
Drawn By: L.H. BK
Checked By: L.H.

Notes:

PERMIT SET
Not For Construction

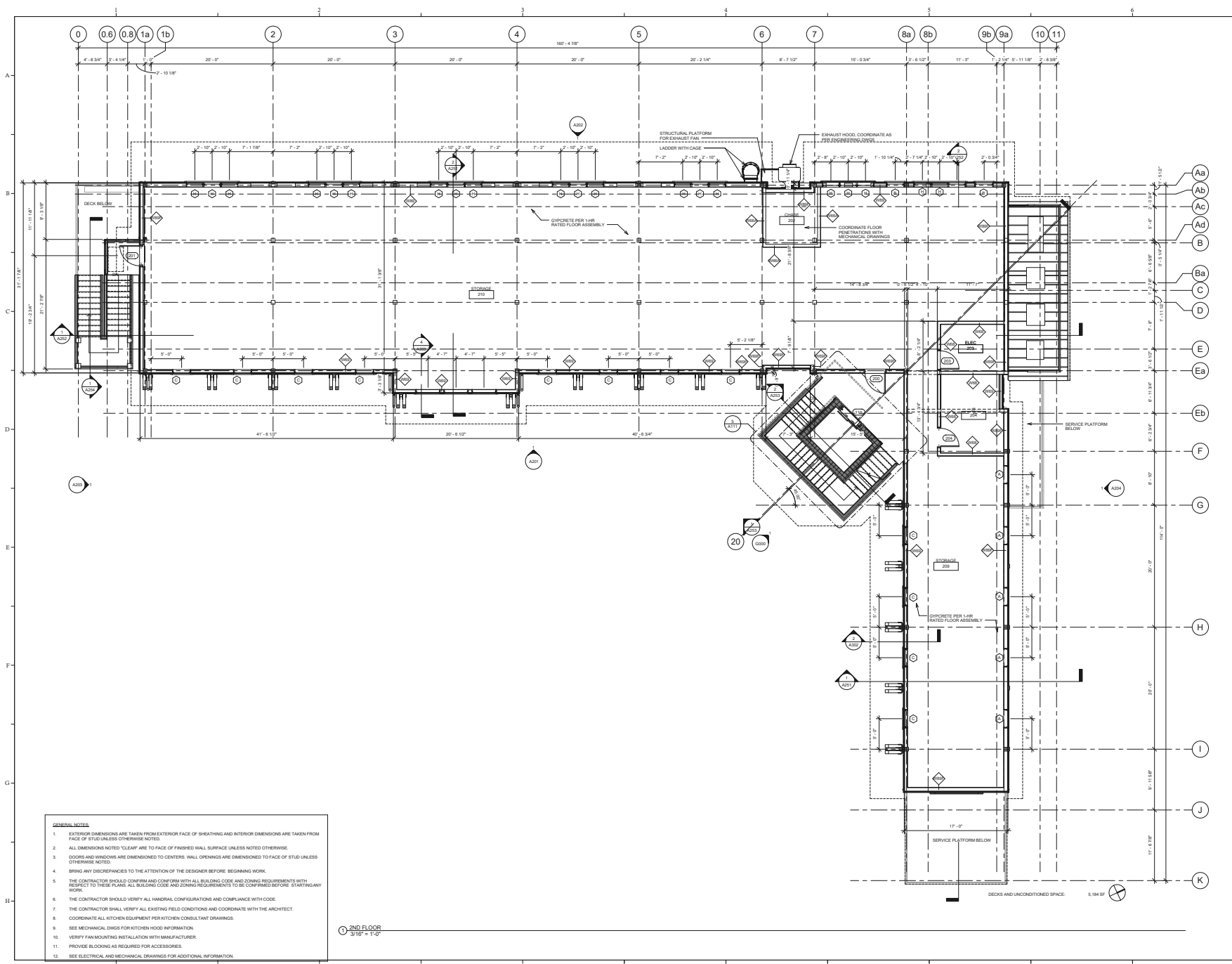
No.	Description	Date

FIRST FLOOR PLAN
A102
Scale: As Indicated
of
Permitting Documents

- GENERAL NOTES:**
1. EXTERIOR DIMENSIONS ARE TAKEN FROM EXTERIOR FACE OF SHEATHING AND INTERIOR DIMENSIONS ARE TAKEN FROM FACE OF STUD UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS NOTED "CLEAR" ARE TO FACE OF FINISHED WALL SURFACE UNLESS NOTED OTHERWISE.
 3. DOORS AND WINDOWS ARE DIMENSIONED TO CENTERS. WALL OPENINGS ARE DIMENSIONED TO FACE OF STUD UNLESS OTHERWISE NOTED.
 4. BRING ANY DISCREPANCIES TO THE ATTENTION OF THE DESIGNER BEFORE BEGINNING WORK.
 5. THE CONTRACTOR SHOULD VERIFY AND CONFIRM WITH ALL BUILDING CODE AND ZONING REQUIREMENTS WITH RESPECT TO THESE PLANS. ALL BUILDING CODE AND ZONING REQUIREMENTS TO BE CONFIRMED BEFORE STARTING ANY WORK.
 6. THE CONTRACTOR SHOULD VERIFY ALL HANDRAIL CONFIGURATIONS AND COMPLIANCE WITH CODE.
 7. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS AND COORDINATE WITH THE ARCHITECT.
 8. COORDINATE ALL KITCHEN EQUIPMENT PER KITCHEN CONSULTANT DRAWINGS.
 9. SEE MECHANICAL DWGS FOR KITCHEN HOOD INFORMATION.
 10. VERIFY FAN HOODS ARE INSTALLED WITH MANUFACTURER.
 11. PROVIDE BRACKETS AS REQUIRED FOR ACCESSORIES.
 12. SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

1ST FLOOR
3/16" = 1'-0"

CONDITIONED SPACE: 4,354 SF
DECKS AND UNCONDITIONED SPACE: 1,322 SF
TOTAL SPACE: 5,676 SF



- GENERAL NOTES**
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 - SEE MECHANICAL SHEETS FOR EXHAUST HOOD INFORMATION.
 - VERIFY FAN MOUNTING INSTALLATION WITH MANUFACTURER.
 - PROVIDE BLOCKING AS REQUIRED FOR ACCESSORIES.
 - SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

2ND FLOOR
3/16" = 1'-0"

**Marlin Quay
Restaurant
&
Store**

1508 S. Waccamaw Drive
Georgetown, South Carolina

Client: PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Waccamaw Drive
Georgetown, South Carolina 29576

Architect: SGA ARCHITECTURE
Parrye Gales - Chairman
345 Business Center Lane
PO Box 1809
Pawley Island, SC 29585
Phone: (843) 233-1421
Fax: (843) 233-1992
www.SGAarchitecture.com

Contractor: ETS
ENGINEERING AND TECHNICAL SERVICES, INC.
CONSULTING ENGINEERS
58 Oysterdam Lane
P.O. Box 590
Pawley Island, SC 29585
Phone: (843) 237-5002 Fax: (843) 237-0209

Structural Engineer: MARTINEZ & ASSOCIATES
STRUCTURAL ENGINEERS, P.A.
1000 W. 10th Street
Georgetown, SC 29540

Mechanical, Electrical & Plumbing: Charleston Engineering
208 Pappas Court
Georgetown, SC 29542
Phone: (843) 535-1234



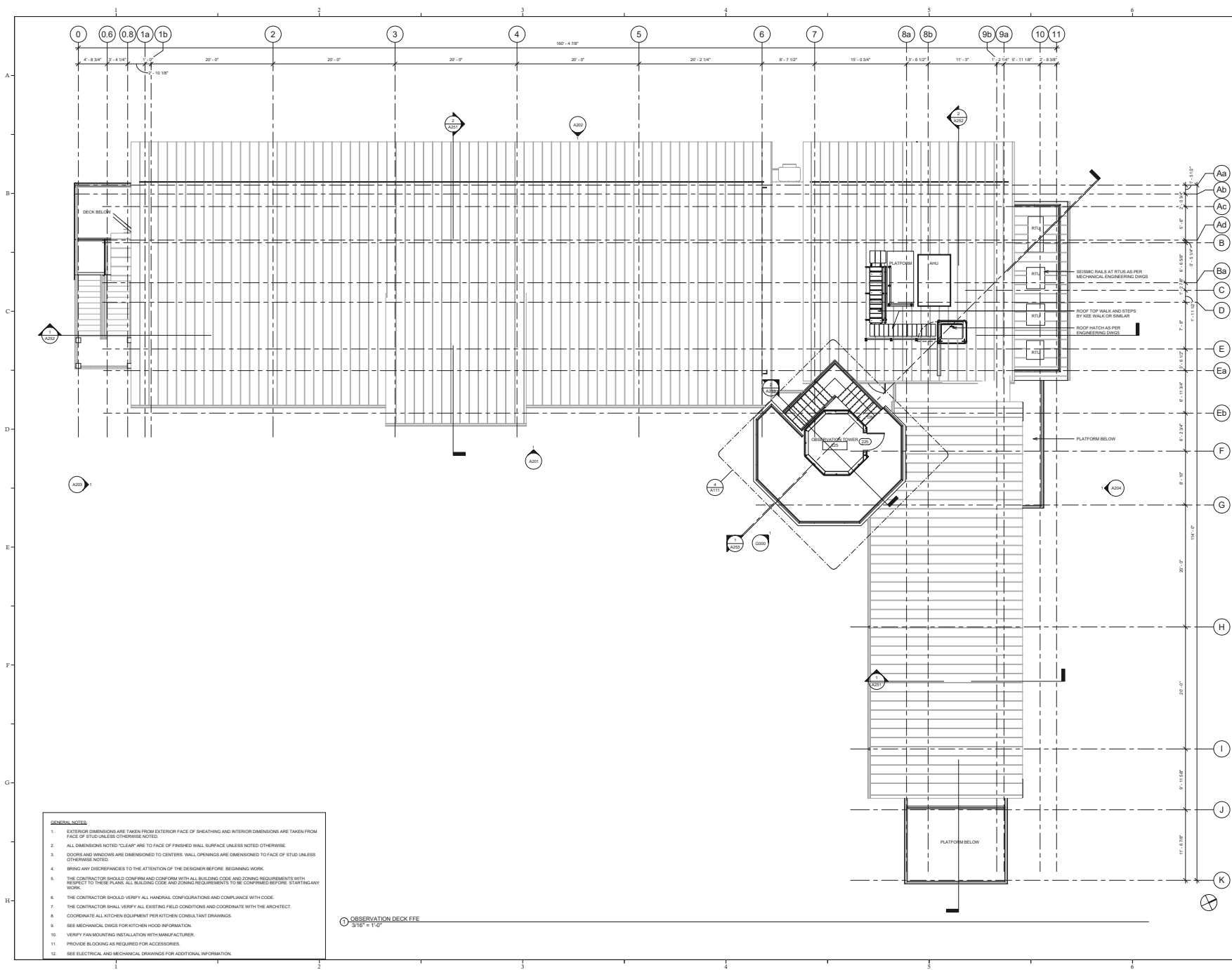
Job Number: 10007
Date: 11/22/2018
Drawn By: L.H. BK
Checked By: L.H.

Name: **PERMIT SET**
Not For Construction

No.	Description	Date

SECOND FLOOR PLAN

A103
Scale: As Indicated
of
Permitting Documents



- GENERAL NOTES:**
1. EXTERIOR DIMENSIONS ARE TAKEN FROM EXTERIOR FACE OF SHEATHING AND INTERIOR DIMENSIONS ARE TAKEN FROM FACE OF STUD UNLESS OTHERWISE NOTED.
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 7. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS AND COORDINATE WITH THE ARCHITECT.
 8. COORDINATE ALL KITCHEN EQUIPMENT PER WITNESS CONSULTANT DRAWINGS.
 9. SEE MECHANICAL DINGS FOR KITCHEN HOOD INFORMATION.
 10. VERIFY FAN MOUNTING INSTALLATION WITH MANUFACTURER.
 11. PROVIDE BLOCCING AS REQUIRED FOR ACCESSORIES.
 12. SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

1 OBSERVATION DECK FFE
3/10" = 1'-0"

**Marlin Quay
Restaurant
&
Store**

1508 S. Waccamaw Drive
Georgetown, South Carolina

Client:
**PALMETTO INDUSTRIAL
DEVELOPMENT**
1508 S. Waccamaw Drive
Georgetown, South Carolina
29576

Architect:
S.G.A. ARCHITECTURE
Parry Lee / C. Chatham
245 Business Center Lane
PO Box 1819
Pawley Island, SC 29848
Phone: (843) 237-1421
Fax: (843) 237-1992
www.SGAarchitecture.com

Civil Engineer:
**ETS
ENGINEERING AND TECHNICAL
SERVICES, INC.**
CONSULTING ENGINEERS
18 Edgewater Lane
P.O. Box 280
Pawley Island, SC 29885
Phone: (843) 237-5002 Fax: (843) 237-2299

Structural Engineer:
**MARTINEZ & ASSOCIATES
STRUCTURAL ENGINEERS, P.A.**
11111 Highway 17
Georgetown, SC 29544

Mechanical, Electrical & Plumbing
Charleston Engineering
208 Poplar Court
Georgetown, SC 29542
Phone: (843) 533-1111
www.charlestoneng.com



ADDITIONAL INFORMATION:
THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS AND COORDINATE WITH THE ARCHITECT.
COORDINATE ALL KITCHEN EQUIPMENT PER WITNESS CONSULTANT DRAWINGS.
VERIFY FAN MOUNTING INSTALLATION WITH MANUFACTURER.
PROVIDE BLOCCING AS REQUIRED FOR ACCESSORIES.
SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

Job Number: 10007
Date: 11/27/2018
Drawn By: L.H. BK
Checked By: L.H.

Name:
**PERMIT
SET**

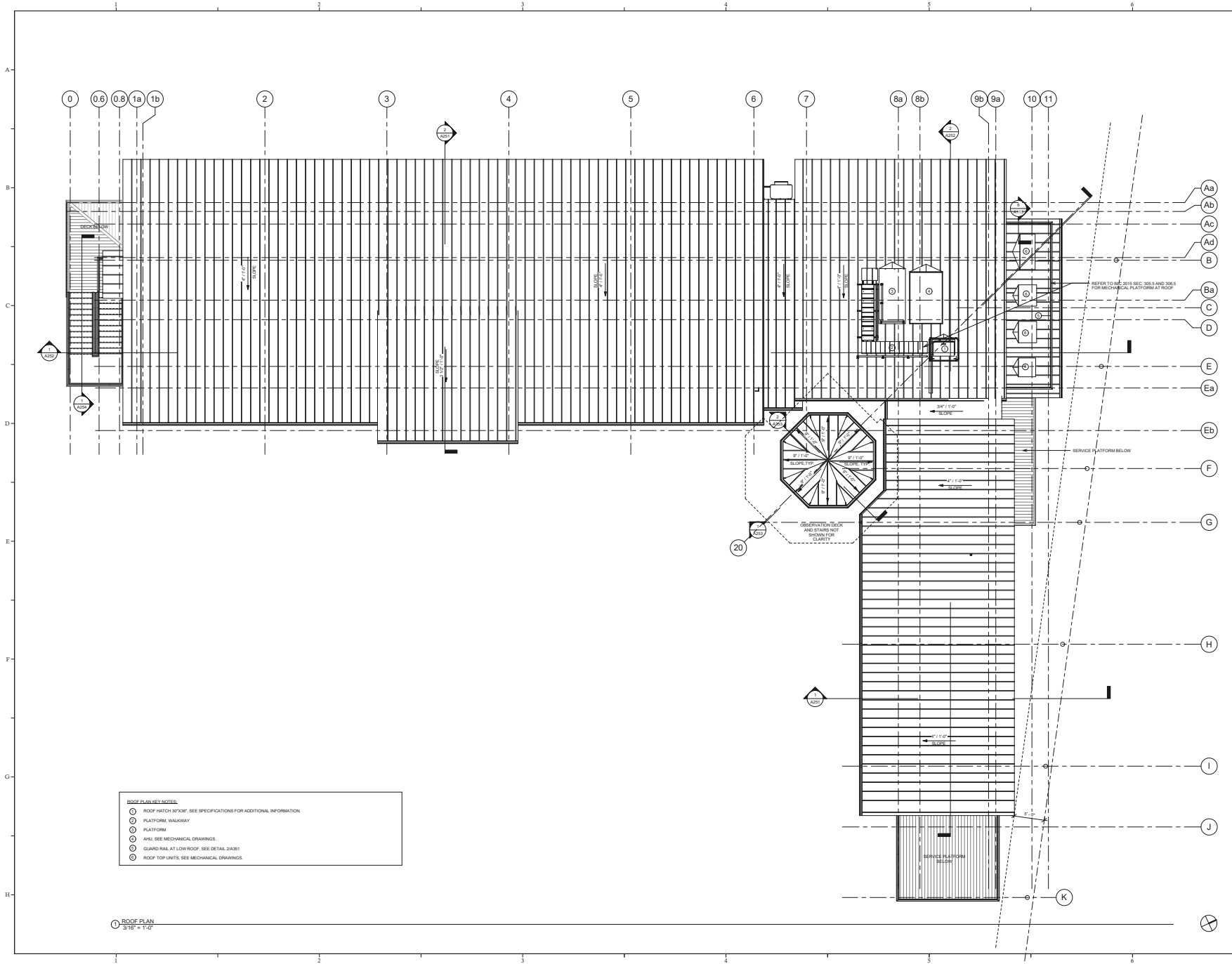
Not For Construction

No.	Description	Date

OBSERVATION TOWER
PLAN

A104
Scale: As Indicated

Permitting Documents



ROOF PLAN REV. NOTES:

- ① ROOF HATCH 30°X30°, SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ② PLATFORM, WALKWAY
- ③ PLATFORM
- ④ A/R; SEE MECHANICAL DRAWINGS.
- ⑤ GUARD RAIL AT LOW ROOF, SEE DETAIL 21A01
- ⑥ ROOF TOP UNITS, SEE MECHANICAL DRAWINGS.

1 ROOF PLAN
3/16" = 1'-0"

**Marlin Quay
Restaurant
&
Store**

1508 S. Waccamaw Drive
Georgetown, South Carolina

Client: PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Waccamaw Drive
Garden City
South Carolina
29576

Architect: SGA ARCHITECTURE
Parvathy Indran - Chairman
345 Business Center Lane
PO Box 1819
Parry Sound, SC 29385
Phone: (843) 237-1421
Fax: (843) 237-1992
www.SGAarchitecture.com

Civil Engineer: ETS
ETS
ENGINEERING AND TECHNICAL SERVICES, INC.
CONSULTING ENGINEERS
38 Government Lane
P.O. Box 280
Parry Sound, S.C. 29385
Phone: (843) 237-9022 Fax: (843) 237-2291

Structural Engineer: MARTINEZ & ASSOCIATES
STRUCTURAL ENGINEERS, P.A.
11011 BENTLEY BLVD.
GREENVILLE, SC 29615

Mechanical, Electrical & Plumbing: Charleston Engineering
308 Poplar Court
PO Box 202
Georgetown, SC 29542
www.charleston-engineering.com



APPROVED FOR THE COMMONWEALTH OF VIRGINIA
I hereby certify that I am a duly licensed professional engineer in the State of Virginia and that I am a duly licensed professional engineer in the Commonwealth of Virginia.

Job Number: 10007
Date: 11/27/2018
Drawn By: L.H. BK
Checked By: L.H.

Name: **PERMIT SET**
Not For Construction

No. Description Date

ROOF PLAN

A151
Scale: As Indicated

of
Permitting Documents

Marlin Quay Restaurant & Store

1508 S. Waccamaw Drive
Georgetown, South Carolina

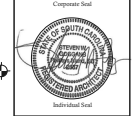
Owner: PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Waccamaw Drive
Garden City
South Carolina
29576

Architect: SGA ARCHITECTURE
Parrye Island / Charleston
345 Business Center Lane
PO Box 1819
Parrye Island, SC 29848
Phone: (843) 233-1421
Fax: (843) 233-1992
www.SGAarchitecture.com

Civil Engineer: ETS
ENGINEERING AND TECHNICAL SERVICES, INC.
CONSULTING ENGINEERS
58 Government Lane
P.O. Box 2840
Parrye Island, S.C. 29885
Phone: (843) 237-8032 Fax: (843) 237-0289

Structural Engineer: MARTINEZ & ASSOCIATES
STRUCTURAL ENGINEERS, P.A.
1101 S. 12TH ST.
CHARLESTON, SC 29403

Mechanical, Electrical & Plumbing: Charleston Engineering
208 Poplar Creek
Rd. #100
Georgetown, SC 29828



Job Number: 10007
Date: 11/27/2018
Drawn By: L.H. H.K.
Checked By: L.H.K.

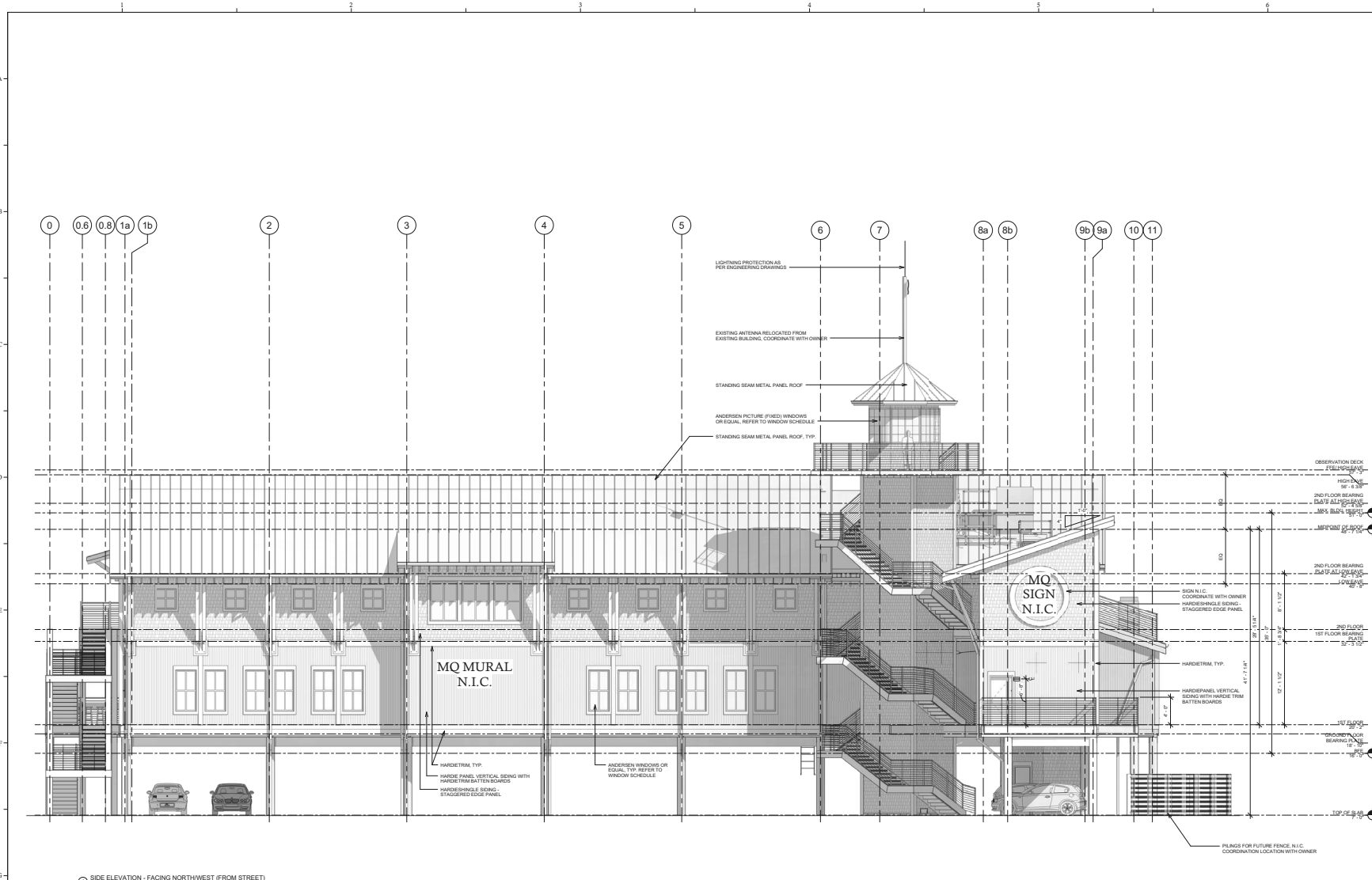
Name: **PERMIT SET**
Not For Construction

No.	Description	Date

ELEVATIONS

A201
Scale: As Indicated

Permitting Documents



① SIDE ELEVATION - FACING NORTHWEST (FROM STREET)
3/16" = 1'-0"

- GENERAL NOTES**
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 - COORDINATE ALL KITCHEN EQUIPMENT PER KITCHEN CONSULTANT DRAWINGS.
 - SEE MECHANICAL DWGS FOR KITCHEN HOOD INFORMATION.
 - VERIFY FAN BLOWING REGISTRATION WITH MANUFACTURER.
 - PROVIDE BLOCKING AS REQUIRED FOR ACCESSORIES.
 - SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

Marlin Quay Restaurant & Store

1508 S. Waccamaw Drive
Georgetown, South Carolina

Client: PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Waccamaw Drive
Georgetown, South Carolina 29576

Architect: SGA ARCHITECTURE
Parinya Patel / Architect
345 Business Center Lane
PO Box 1819
Pawley Island, SC 29585
Phone: (843) 237-1421
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www.SGAarchitecture.com

Civil Engineer: ETS
ENGINEERING AND TECHNICAL SERVICES, INC.
CONSULTING ENGINEERS
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Structural Engineer: MARTINEZ & ASSOCIATES
STRUCTURAL ENGINEERS, P.A.
1100 W. 12TH ST.
GEORGETOWN, SC 29542

Mechanical, Electrical & Plumbing: Charleston Engineering
208 Poplar Court
Georgetown, SC 29542
Phone: (843) 535-1234



Job Number: 10007
Date: 11/27/2018
Drawn By: L.H. BK
Checked By: L.H.
Name:

PERMIT SET
Not For Construction

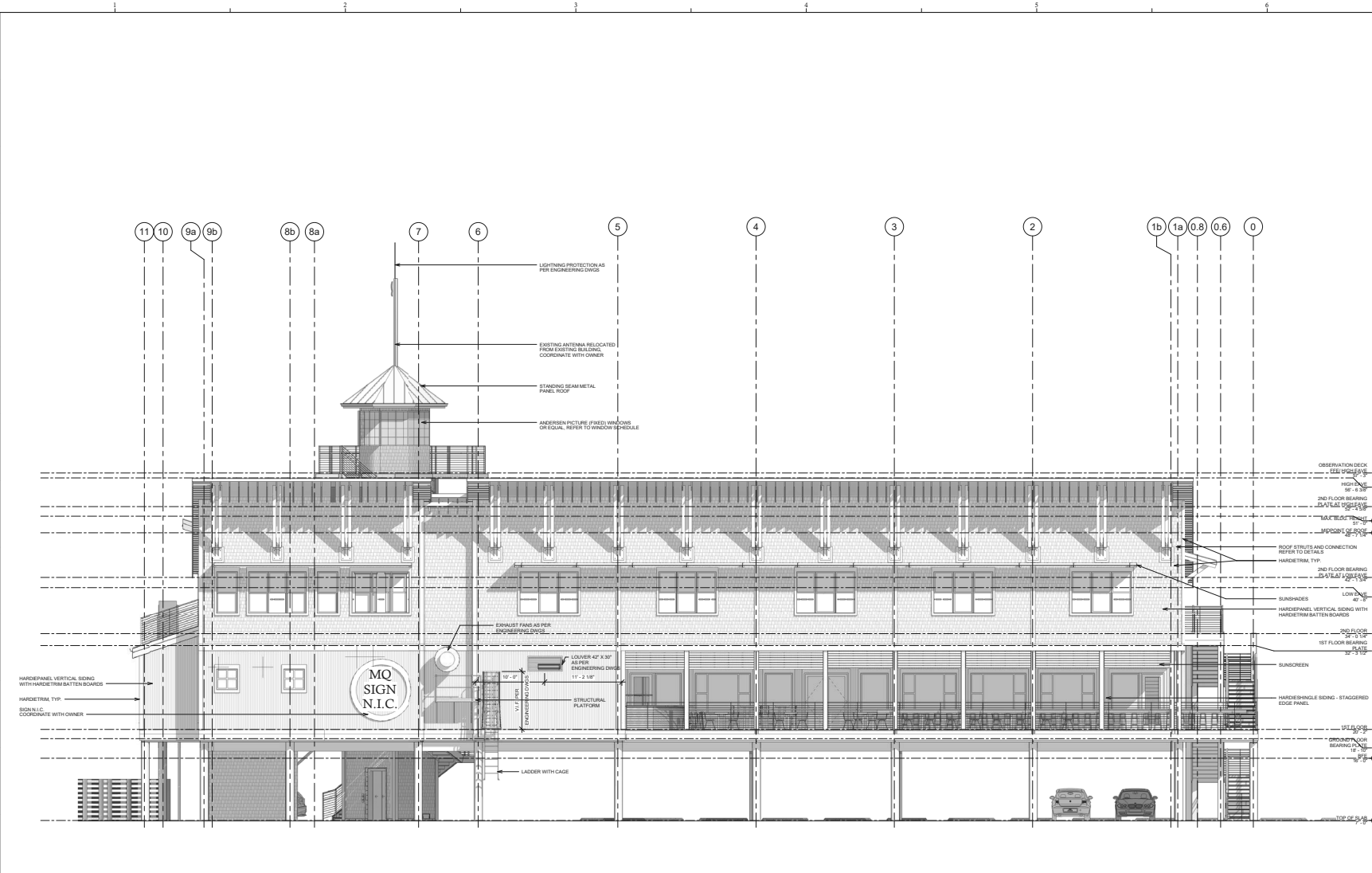
No.	Description	Date

ELEVATIONS

A202

Scale: As Indicated of

Permitting Documents



① SIDE ELEVATION - FACING SOUTHEAST (FROM MARINA)
Scale: 3/16" = 1'-0"

- GENERAL NOTES:**
1. EXTERIOR DIMENSIONS ARE TAKEN FROM EXTERIOR FACE OF SHEATHING AND INTERIOR DIMENSIONS ARE TAKEN FROM FACE OF STUD UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS NOTED "CLEAR" ARE TO FACE OF FINISHED WALL SURFACE UNLESS NOTED OTHERWISE.
 3. DOORS AND WINDOWS ARE DIMENSIONED TO CENTERS. WALL OPENINGS ARE DIMENSIONED TO FACE OF STUD UNLESS OTHERWISE NOTED.
 4. BRING ANY DISCREPANCIES TO THE ATTENTION OF THE DESIGNER BEFORE BEGINNING WORK.
 5. THE CONTRACTOR SHOULD CONFIRM AND COORDINATE WITH ALL BUILDING CODE AND ZONING REQUIREMENTS WITH RESPECT TO THESE PLANS. ALL BUILDING CODE AND ZONING REQUIREMENTS TO BE CONFIRMED BEFORE STARTING ANY WORK.
 6. THE CONTRACTOR SHOULD VERIFY ALL HANDRAIL CONFIGURATIONS AND COMPLIANCE WITH CODE.
 7. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS AND COORDINATE WITH THE ARCHITECT.
 8. COORDINATE ALL KITCHEN EQUIPMENT PER KITCHEN CONSULTANT DRAWINGS.
 9. SEE MECHANICAL DWGS FOR KITCHEN HOOD INFORMATION.
 10. VERIFY FAN HOUSING INSTALLATION WITH MANUFACTURER.
 11. PROVIDE BLOODING AS REQUIRED FOR ACCESSORIES.
 12. SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

**Marlin Quay
Restaurant
&
Store**

1508 S. Waccamaw Drive
Georgetown, South Carolina

Owner: PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Waccamaw Drive
Garden City
South Carolina
29576

Architect: SGA ARCHITECTURE
Pamela Smet / Charlotte
340 Business Center Lane
PO Box 1819
Pawley Island, SC 29585
Phone: (843) 233-1421
Fax: (843) 233-1992
www.SGAarchitecture.com

Civil Engineer: ETS
ENGINEERING AND TECHNICAL CONSULTING SERVICES, INC.
CONSULTING ENGINEERS
58 Government Lane
P.O. Box 2942
Pawley Island, SC 29585
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Structural Engineer: MARTINEZ & ASSOCIATES
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GEORGETOWN, SC 29542

Mechanical, Electrical & Plumbing: Charleston Engineering
208 Poplar Court
Georgetown, SC 29542
Phone: (843) 535-1234
www.charlestonengineering.com



MEMBER OF THE ASSOCIATION OF ARCHITECTS AND ENGINEERS OF SOUTH CAROLINA
I am a duly licensed and registered professional engineer and hereby certify that I have prepared and sealed the above drawings and specifications and that I am a duly licensed and registered professional engineer in the State of South Carolina.

Job Number: 1007
Date: 11/27/2018
Drawn By: L.H. BK
Checked By: L.H.

Notes:
PERMIT SET
Not For Construction

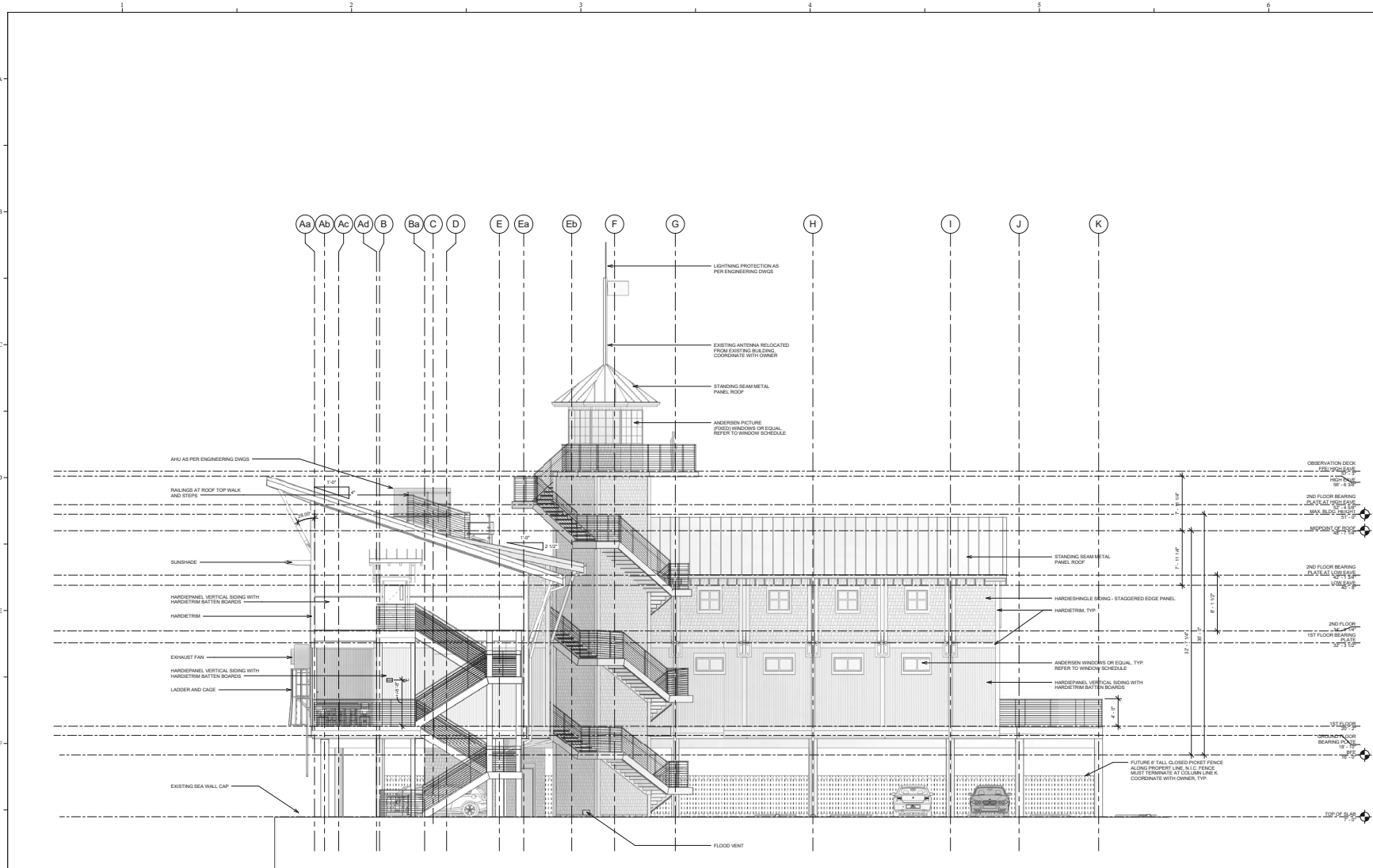
No.	Description	Date

ELEVATIONS

A203

Scale: As Indicated
of

Permitting Documents



1 SIDE ELEVATION - FACING NORTH
3/16" = 1'-0"

- GENERAL NOTES**
- EXTERIOR DIMENSIONS ARE TAKEN FROM EXTERIOR FACE OF SHEATHING AND INTERIOR DIMENSIONS ARE TAKEN FROM FACE OF STUD UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS NOTED "CLEAR" ARE TO FACE OF FINISHED WALL SURFACE UNLESS NOTED OTHERWISE.
 - DOORS AND WINDOWS ARE DIMENSIONED TO CENTERS. WALL OPENINGS ARE DIMENSIONED TO FACE OF STUD UNLESS OTHERWISE NOTED.
 - BRING ANY DISCREPANCIES TO THE ATTENTION OF THE DESIGNER BEFORE BEGINNING WORK.
 - THE CONTRACTOR SHOULD CONFIRM AND CONFORM WITH ALL BUILDING CODE AND ZONING REQUIREMENTS WITH RESPECT TO THESE PLANS. ALL BUILDING CODE AND ZONING REQUIREMENTS TO BE CONFIRMED BEFORE STARTING ANY WORK.
 - THE CONTRACTOR SHOULD VERIFY ALL HANDRAIL CONFIGURATIONS AND COMPLIANCE WITH CODE.
 - THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS AND COORDINATE WITH THE ARCHITECT.
 - COORDINATE ALL KITCHEN EQUIPMENT PER KITCHEN CONSULTANT DRAWINGS.
 - SEE MECHANICAL DWGS FOR KITCHEN HOOD INFORMATION.
 - VERIFY FAN MOUNTING INSTALLATION WITH MANUFACTURER.
 - PROVIDE BLOCKING AS REQUIRED FOR ACCESSORIES.
 - SEE ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

MARLIN QUAY RESTAURANT & STORE

PROJECT ADDRESS
1508 S. WACCAMAW DR.
Georgetown Co., SC

Owner:
PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. WACCAMAW DR.
GARDEN CITY, SC 29576

Architect:
SGA ARCHITECTURE
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Structural Engineer:
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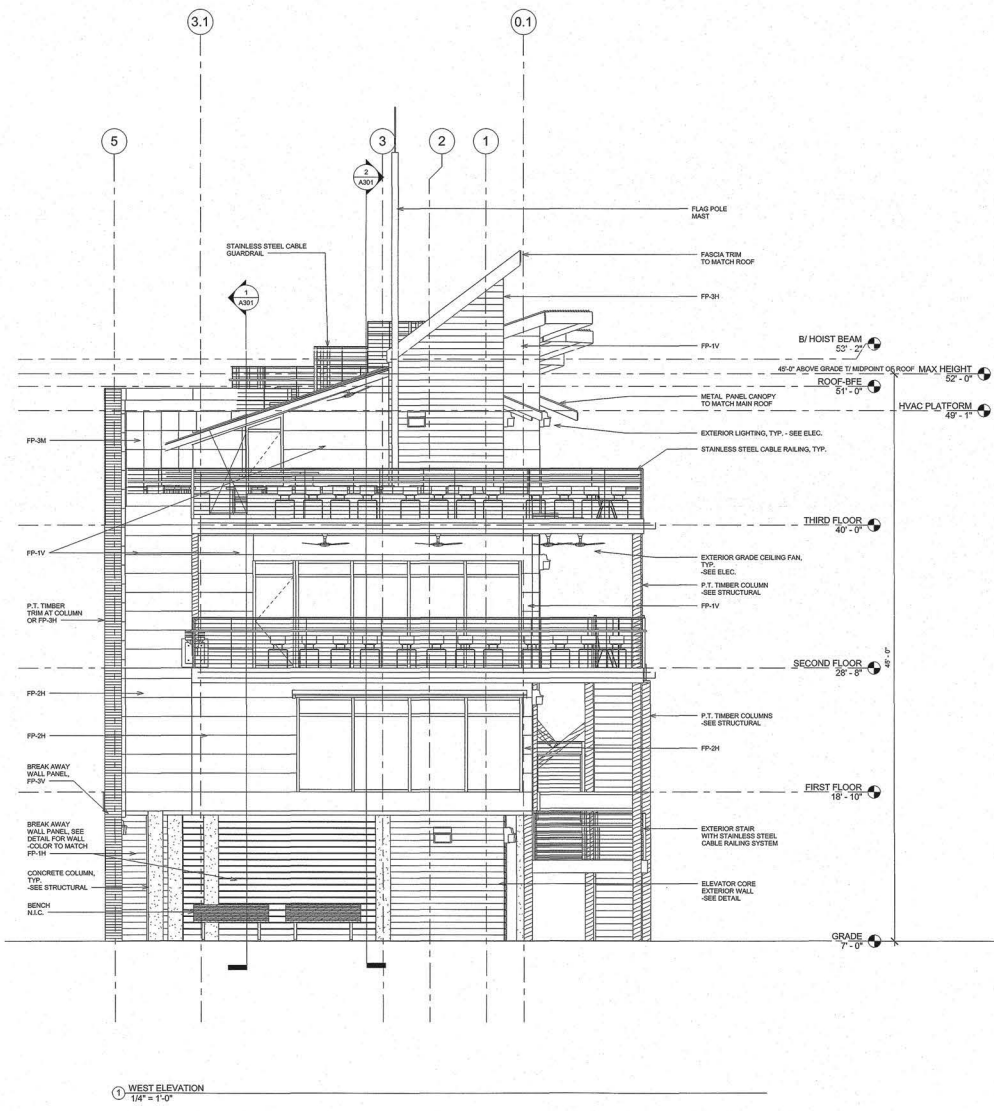
Job Number: 1703
Date: 7/28/17
Drawn By: Author
Checked By: Checker

Notes:

ISSUED FOR PERMIT
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Revisions:	No.	Description/Date

WEST ELEVATION
A201
Scale: As Indicated



EXTERIOR ELEVATION LEGEND

FP-3H BREAK AWAY WALL - PAINT SWISSAL DISTANCE
FP-3H ILLUMINATIONS - PAINT SWISSAL DISTANCE
FP-3H ILLUMINATIONS - PAINT SWISSAL PEACOCK
FP-3H ILLUMINATIONS - PAINT SWISSAL LAGOON
FP-3H ILLUMINATIONS - PAINT SWISSAL SILKEN PEACOCK
FP-3H ILLUMINATIONS - PAINT SWISSAL SILKEN PEACOCK
FP-3H ILLUMINATIONS - PAINT SWISSAL SILKEN PEACOCK
FP-3H ILLUMINATIONS - PAINT SWISSAL SILKEN PEACOCK
FP-3H ILLUMINATIONS - PAINT SWISSAL SILKEN PEACOCK
FP-3H ILLUMINATIONS - PAINT SWISSAL SILKEN PEACOCK

NOTE: FP-3H IS A RANDOM PATTERN, CONFIRM WITH ARCHITECT FOR FINAL LAYOUT AND COLOR.
SEE DETAIL 2A003 FOR BREAK AWAY WALL.

EXTERIOR ELEVATION LEGEND
1/8" = 1'-0"

**MARLIN
QUAY
RESTAURANT
& STORE**

PROJECT ADDRESS
1508 S. WACCAMAW DR.
Georgetown Co., SC

Owner:
PALMETTO INDUSTRIAL
DEVELOPMENT
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29576

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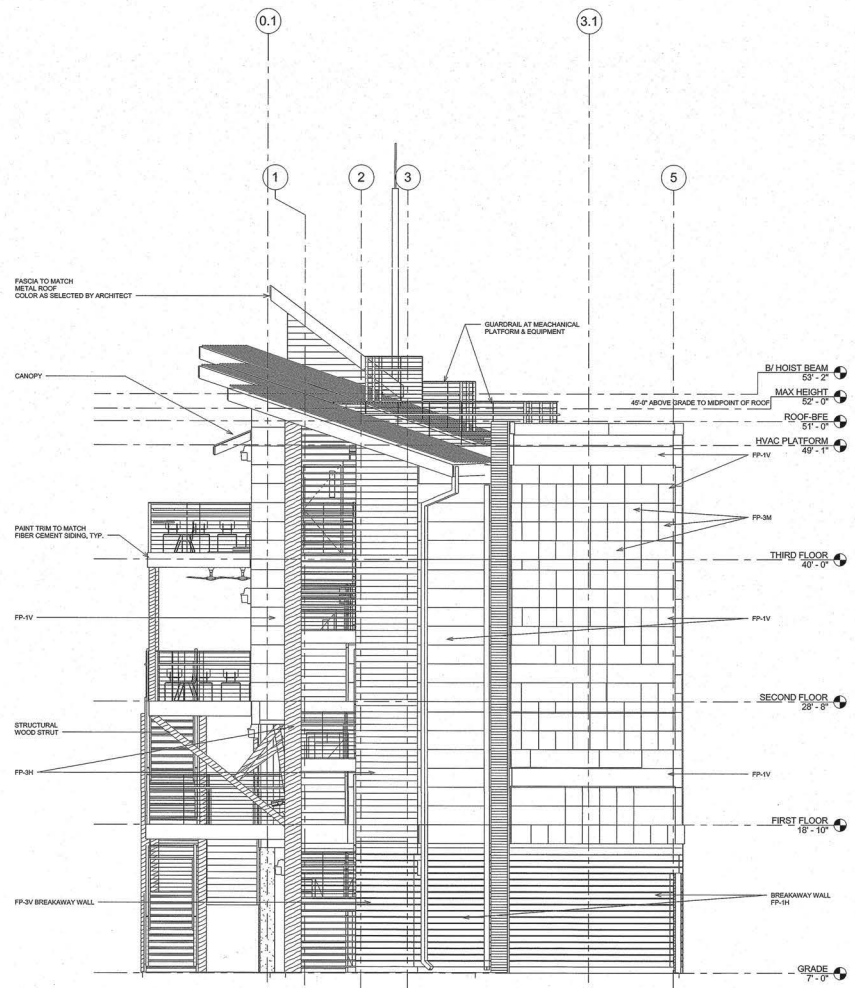
Job Number: 17021
Date: 7/28/17
Drawn By: Author
Checked By: Checker

Note:
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Revised:

No.	Descriptor/Date.

EAST ELEVATION
A202
Scale: As Indicated



① EAST ELEVATION
1/4" = 1'-0"

EXTERIOR ELEVATION LEGEND

FF-3H	BREAK AWAY WALL - PAINT SW643 DISTANCE
FF-IV	ILLUMINATIONS - PAINT SW643 DISTANCE
FF-3V	ILLUMINATIONS - PAINT SW909 SILKEN PEACOCK
FF-3H	ILLUMINATIONS - PAINT SW649 LAGOON
FF-3H	VENTAGE WOOD CEILING - EPICURE FACTORY FINISH
FF-3M	ILLUMINATIONS (MULTI COLOR) - PAINT SW909 SILKEN PEACOCK
	PAINT SW649 LAGOON

NOTE: FF-3M IS A RANDOM PATTERN CORNISE WITH ARCHITECT FOR FINAL LAYOUT AND COLOR.
SEE DETAIL 2A03 FOR BREAK AWAY WALL.

② EXTERIOR ELEVATION LEGEND
1/8" = 1'-0"

MARLIN QUAY RESTAURANT & STORE

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www.martinezandassociates.com

Mechanical, Electrical & Plumbing
Charleston Engineering
123 Magnolia
Charleston, SC 29405
Phone: (843) 799-1282
www.charlestonengineering.com

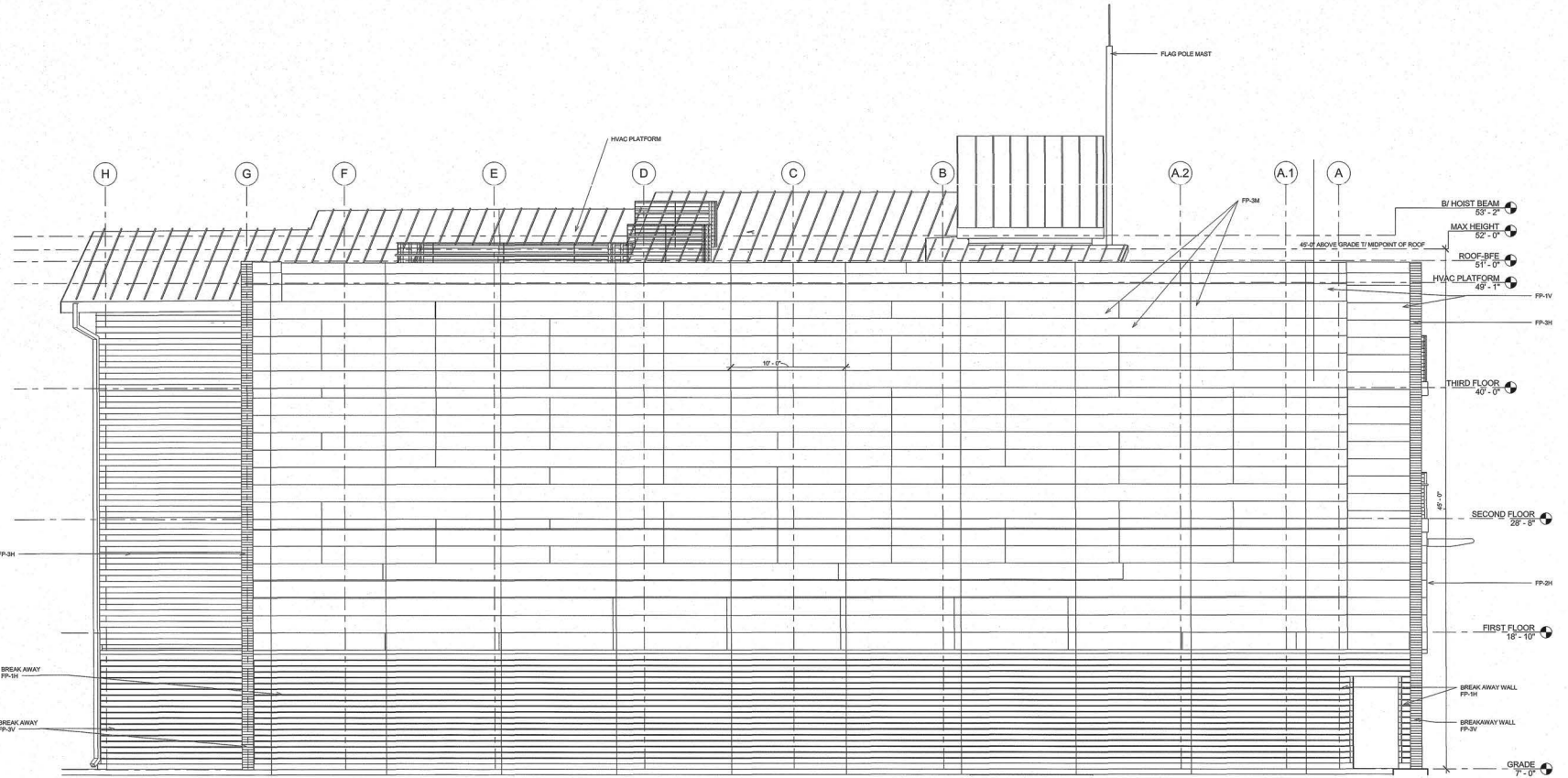


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Job Number: 17021
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Notes:
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No. Descriptor Date

NORTH ELEVATION
A203
Scale: 1/8" = 1'-0"



EXTERIOR ELEVATION LEGEND
FP-1H BREAK AWAY WALL - PAINT SWICH4 DISTANCE
FP-1V ILLUMINATIONS - PAINT SWICH4 DISTANCE
FP-2H ILLUMINATIONS - PAINT SWICH3 BLANK PRACOCK
FP-2V ILLUMINATIONS - PAINT SWICH3 LAGOON
FP-3H VINTAGE WOOD GRAIN - EPICOR 302 FACTORY FINISH
FP-3M ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 BLANK PRACOCK
FP-3L ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3K ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3J ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3I ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3G ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3F ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3E ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3D ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3C ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3B ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON
FP-3A ILLUMINATIONS (MULTI COLOR) - PAINT SWICH3 LAGOON

NOTE: FP-3M IS A RANDOM PATTERN, CONFIRE WITH ARCHITECT FOR FINAL LAYOUT AND COLOR.
SEE DETAIL 20003 FOR BREAK AWAY WALL.

① NORTH ELEVATION
1/4" = 1'-0"

○ EXTERIOR ELEVATION LEGEND
1/8" = 1'-0"

MARLIN QUAY RESTAURANT & STORE

PROJECT ADDRESS
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Owner:
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Furmanville, SC 29585
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CHARLESTON, SC 29405

Mechanical, Electrical & Plumbing
Charleston Engineering
1140 W. STATE STREET
CHARLESTON, SC 29405
www.charlestoneng.com

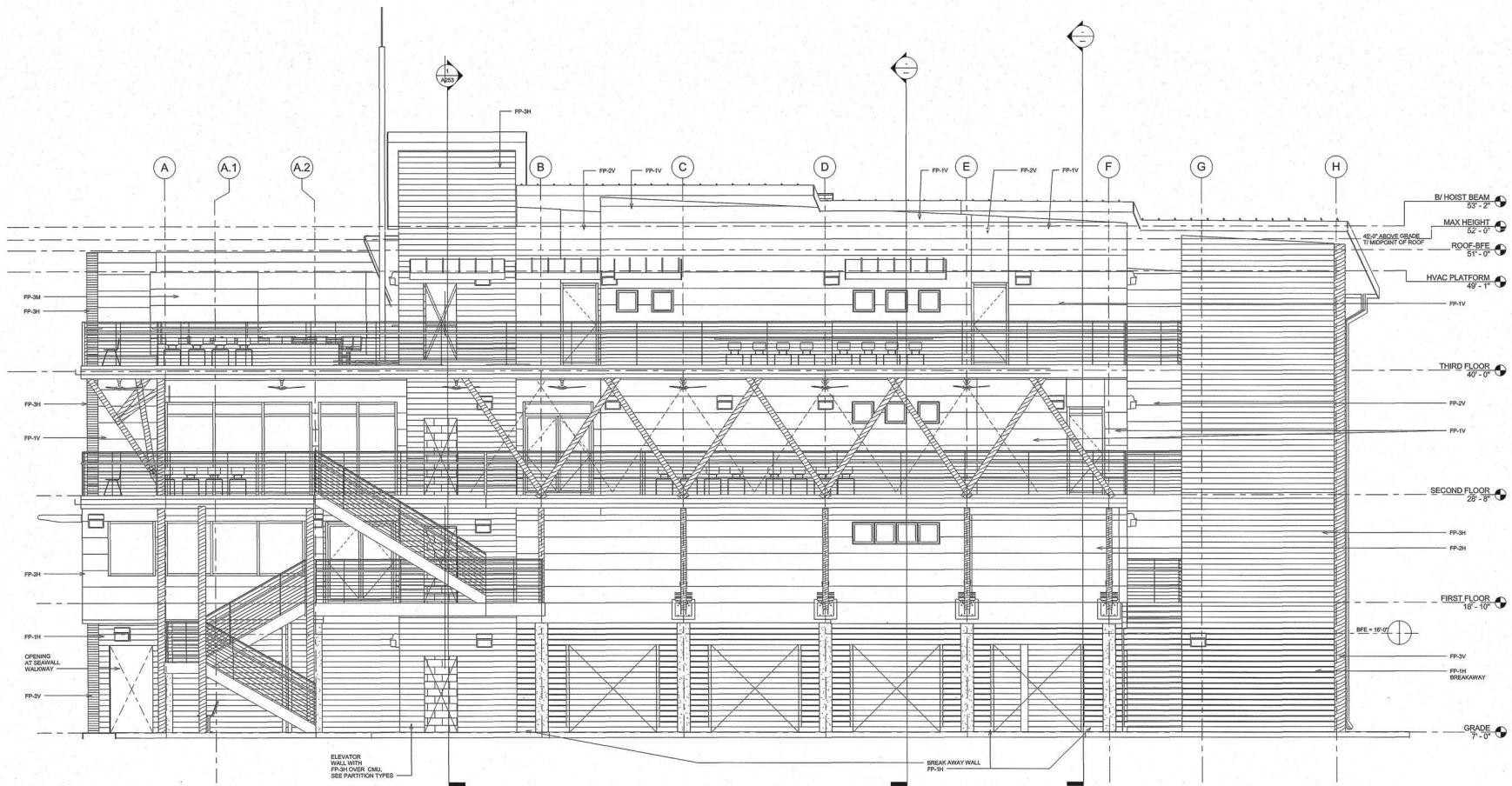


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JOB NUMBER: 17021
DATE: 7/28/17
DRAWN BY: Author
CHECKED BY: Checker

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No. Descriptor/Date.

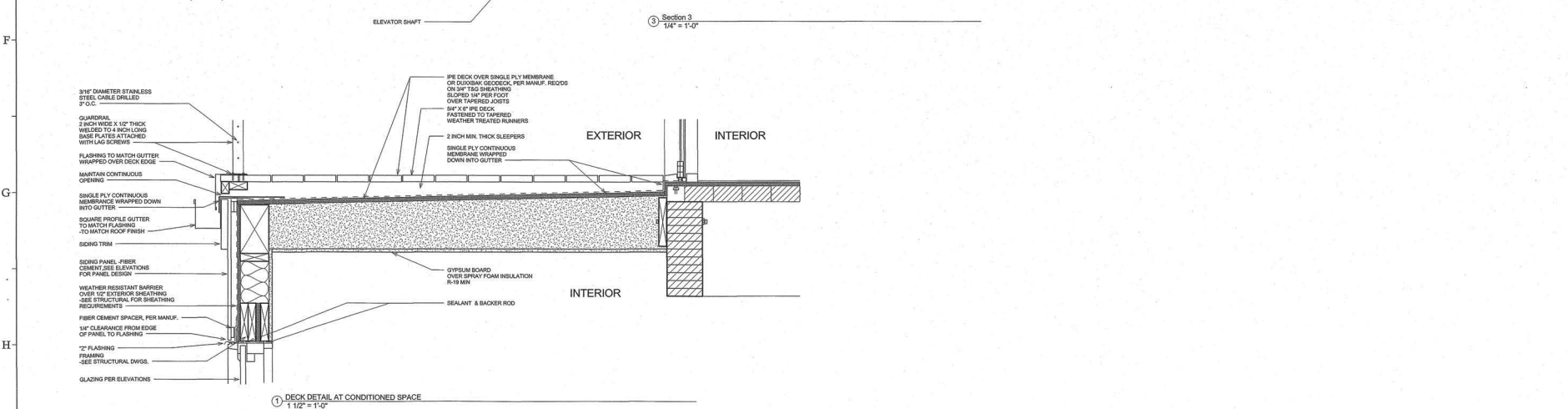
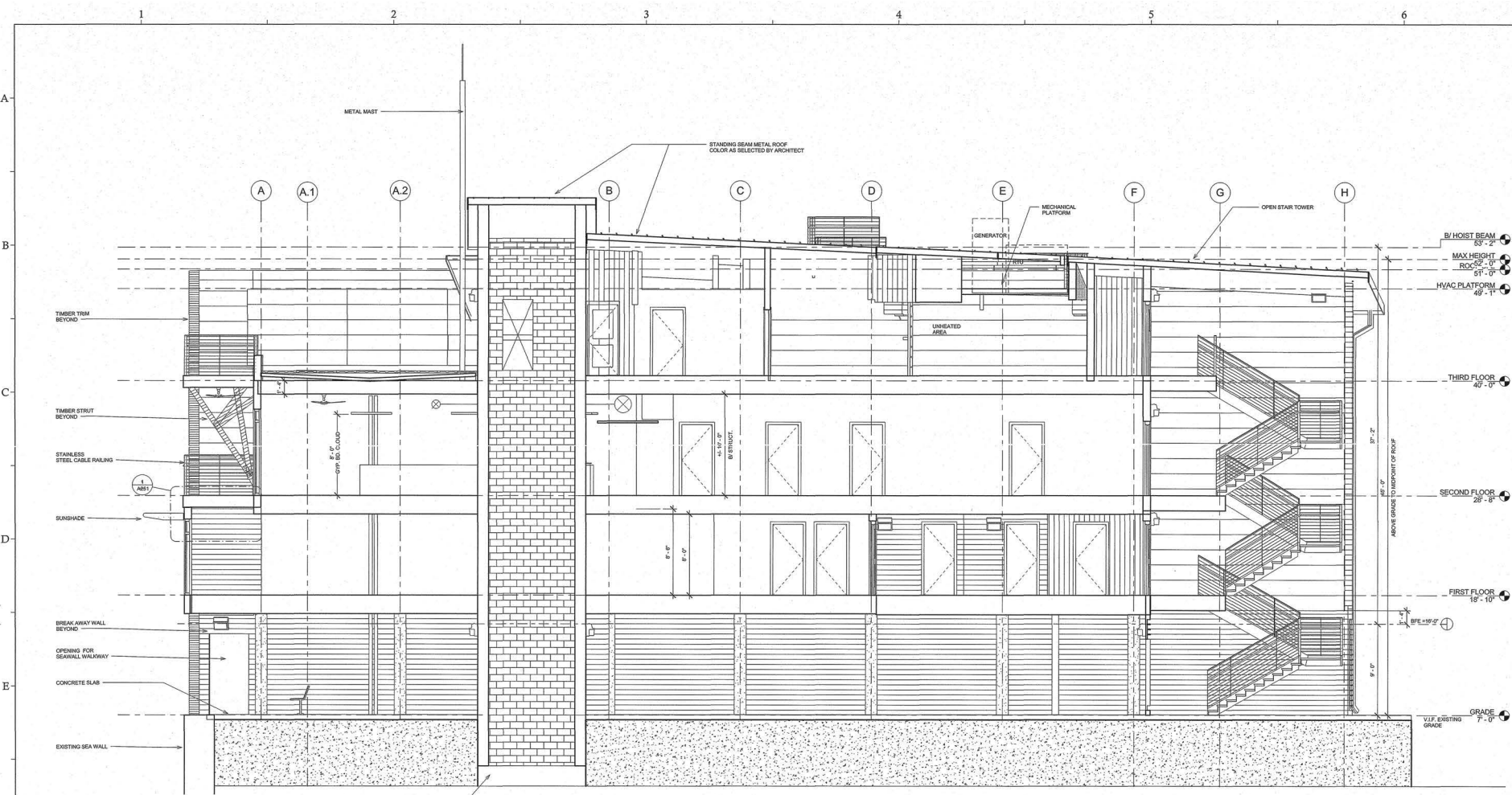
SOUTH ELEVATION
A204
Scale: As Indicated
of
Permitting Documents



EXTERIOR ELEVATION LEGEND
FP-1H BREAK AWAY WALL - PAINT SWISS DISTANCE
FP-1V ILLUMINATIONS - PAINT SWISS DISTANCE
FP-2V ILLUMINATIONS - PAINT SWISS SILVER PEACOCK
FP-3M ILLUMINATIONS - PAINT SWISS LAGOON
FP-2H SHINGLED WOOD CEDAR - 3/8" X 6" STRUCTURAL FINGER
FP-3H ILLUMINATIONS (MULTI COLOR) - PAINT SWISS SILVER PEACOCK
PAINT SWISS MESSO BATH
PAINT SWISS LAGOON
NOTE: FP-3M IS A RANDOM PATTERN, CONFIRM WITH ARCHITECT FOR FINAL LAYOUT AND COLOR.
SEE DETAIL 2A003 FOR BREAK AWAY WALL

EXTERIOR ELEVATION LEGEND
1/8" = 1'-0"

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



MARLIN QUAY RESTAURANT & STORE

PROJECT ADDRESS
1508 S. WACCAMAW DR.
Georgetown Co., SC

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1508 S. WACCAMAW DR.
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Architect:
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Pawley Island, SC 29585
Phone: (843) 331-3411
Fax: (843) 331-3992
www.scaarchitect.com

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www.martinez-engineers.com

Mechanical, Electrical & Plumbing:
Charleston Engineering
1208 Ridge Circle
Charleston, SC 29405
Phone: (843) 799-1111
www.charleston-engineering.com

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Job Number: 13001
Date: 7/26/17
Drawn By: Author
Checked By: Checker

Notes:
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Revised	No. Description/Date

BUILDING SECTIONS
A251
Scale of As Indicated
Permitting Documents

**Marlin Quay
Restaurant
&
Store**

South Waccamaw
Drive
Georgetown, South Carolina

Owner:


Architect:
SGA ARCHITECTURE
Fawcett Island / Charleston
245 Business Center Lane
PO Box 1859
Fawcett Island, SC 29585
Phone: (843) 237-5421
Fax: (843) 237-1992
www.SGAarchitecture.com

Civil Engineer:



Structural Engineer:

Medical, Electrical & Plumbing:

**Charleston
Engineering**
Mechanical, Electrical
& Plumbing



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Charleston, SC 29412
843.782.4242

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AND/OR THE NATIONAL BOARD OF PROFESSIONAL FIRE
PROTECTION ENGINEERS OR THE PROFESSIONAL FIRE
ALARM AND SIGNAL ENGINEERS

Job Number: 1340
Date: 1/12/2013
Drawn By: Holsberg
Checked By: Diden

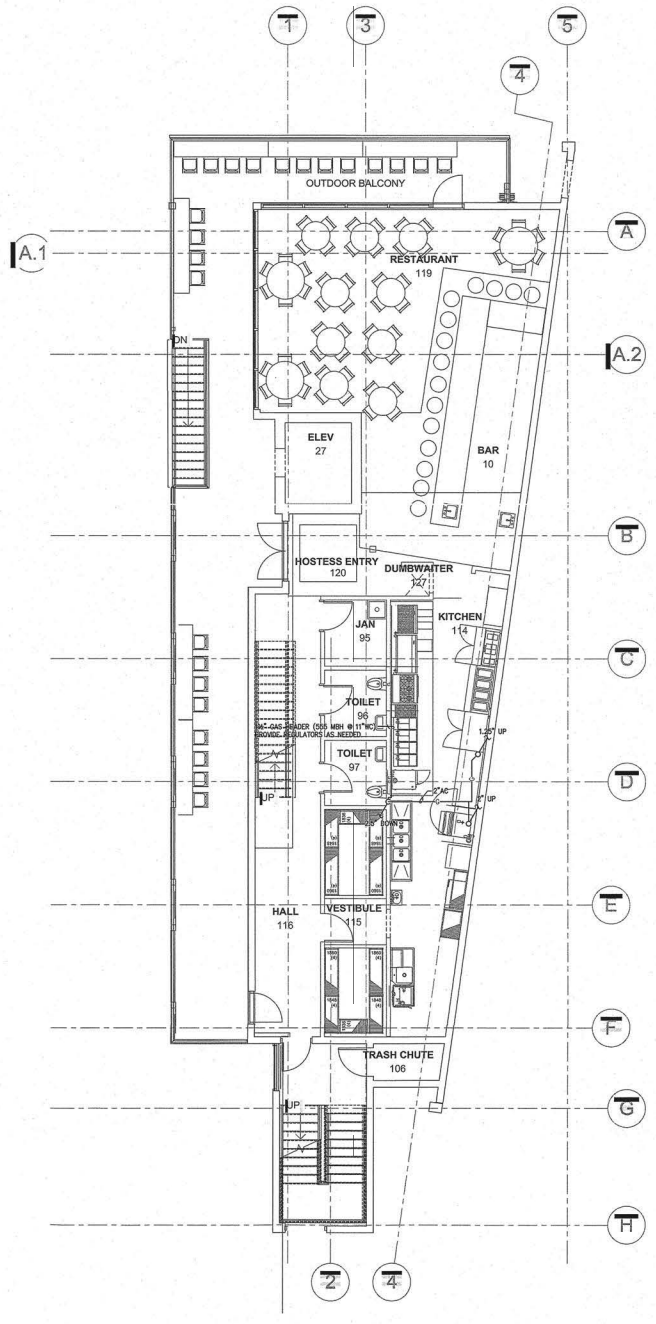
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Revisions:

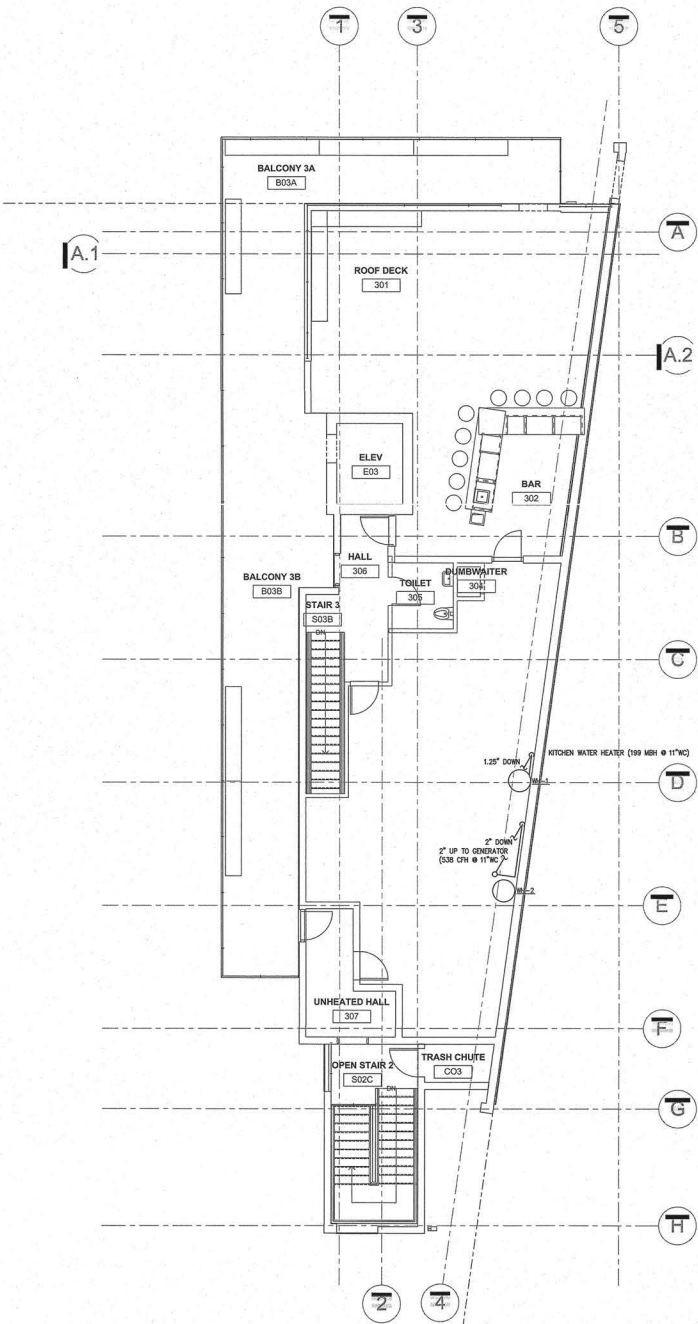
2ND & 3RD FLOOR
PLUMBING GAS PLAN

PG101
Scale: 3/16" = 1'-0"

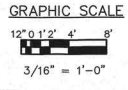
of
Permitting Documents

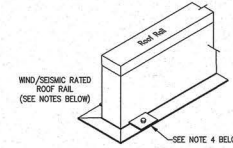


**2ND FLOOR
PLUMBING GAS PLAN**
SCALE

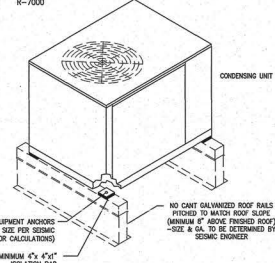


**3RD FLOOR
PLUMBING GAS PLAN**
SCALE





- NOTES:
1. ALL ROOF RAILS, THEIR ATTACHMENT TO STRUCTURE, & THE UNIT ATTACHMENT TO THE RAIL MUST BE EVALUATED FOR WIND LOADING. WHERE SEISMIC RESTRAINT IS REQUIRED, THE MORE DEMANDING FORCE OF WIND & SEISMIC MUST BE USED.
 2. ROOF RAIL MUST BE CONTINUOUSLY SUPPORTED BY A STRUCTURAL MEMBER. STRUCTURAL SUPPORT MUST BE APPROVED BY STRUCTURAL ENGINEER OF RECORD.
 3. ATTACH UNIT TO ROOF RAIL PER SEISMIC AND/OR WIND LOADING REQUIREMENTS.
 4. ATTACH ROOF RAIL TO STRUCTURE PER SEISMIC AND/OR WIND RESTRAINT SUBMITTALS.
- MANUFACTURER: WIRE
IMPERIAL METALS WLR
WVG GROUP R-7000



ROOF RAIL DETAIL

Air Distribution Device Schedule

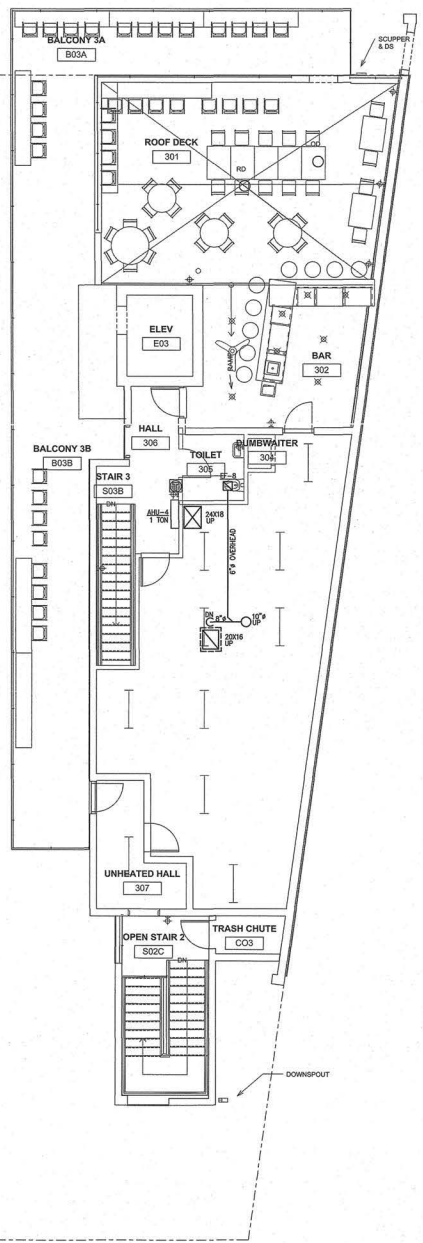
SYMBOL	MAX CFM	MANUFACTURER & MODEL	FACE SIZE	NECK SIZE	SERVICE	MOUNTING	REMARKS
100	TITUS TDC-AA-3	24x24	6" x 6x6	SUPPLY	T-BAR LAT-IN	W/OBD	
200	TITUS TDC-AA-3	24x24	6" x 6x6	SUPPLY	T-BAR LAT-IN	W/OBD	
350	TITUS TDC-AA-3	24x24	10" x 12x12	SUPPLY	T-BAR LAT-IN	W/OBD	
560	TITUS TDC-AA-3	24x24	12" x 12x12	SUPPLY	T-BAR LAT-IN	W/OBD	
800	TITUS TDC-AA-3	24x24	14" x 15x15	SUPPLY	T-BAR LAT-IN	W/OBD	
1100	TITUS TDC-AA-3	24x24	18x18	SUPPLY	T-BAR LAT-IN	W/OBD	
100	TITUS PAR-AA-3	24x24	6" x 6x6	RETURN	T-BAR LAT-IN	W/OBD	
200	TITUS PAR-AA-3	24x24	6" x 6x6	RETURN	T-BAR LAT-IN	W/OBD	
350	TITUS PAR-AA-3	24x24	10" x 10x10	RETURN	T-BAR LAT-IN	W/OBD	
560	TITUS PAR-AA-3	24x24	12" x 12x12	RETURN	T-BAR LAT-IN	W/OBD	
800	TITUS PAR-AA-3	24x24	14" x 15x15	RETURN	T-BAR LAT-IN	W/OBD	
1100	TITUS PAR-AA-3	24x24	18x18	RETURN	T-BAR LAT-IN	W/OBD	
1600	TITUS PAR-AA-3	24x24	22x22	RETURN	T-BAR LAT-IN	W/OBD	
		TITUS 272FS		SUPPLY	SURFACE	W/OBD	
		TITUS 350FS		RETURN	SURFACE	W/OBD	
100	TITUS TDC-AA-1	12x12	6" x 6x6	SUPPLY	SURFACE	W/OBD	
200	TITUS TDC-AA-1	18x18	6" x 6x6	SUPPLY	SURFACE	W/OBD	
350	TITUS TDC-AA-1	18x18	10" x 12x12	SUPPLY	SURFACE	W/OBD	
560	TITUS TDC-AA-1	18x18	12" x 12x12	SUPPLY	SURFACE	W/OBD	
800	TITUS TDC-AA-1	21x21	14" x 15x15	SUPPLY	SURFACE	W/OBD	
1100	TITUS TDC-AA-1	24x24	18x18	SUPPLY	SURFACE	W/OBD	
100	TITUS PAR-AA-1	12x12	6" x 6x6	RETURN	SURFACE	W/OBD	
200	TITUS PAR-AA-1	12x12	6" x 10x10	RETURN	SURFACE	W/OBD	
350	TITUS PAR-AA-1	24x24	10" x 9	RETURN	SURFACE	W/OBD	
560	TITUS PAR-AA-1	24x24	12" x 9	RETURN	SURFACE	W/OBD	
800	TITUS PAR-AA-1	24x24	14" x 9	RETURN	SURFACE	W/OBD	
1000	TITUS PAR-AA-1	24x24	15x15	RETURN	SURFACE	W/OBD	
		TITUS THR-AA	24" x 24"	10" x 9"	SUPPLY	DUCT MOUNTED	

- NOTES:
1. FLOW TYPE SHALL BE 4-WAY UNLESS INDICATED OTHERWISE ON THE FLOOR PLANS
 2. COORDINATE EXHAUST LOCATIONS AND CLEARANCES WITH REFLECTED CEILING PLANS
 3. PROVIDE SQUARE-TO-ROUND TRANSITIONS AS REQUIRED
 4. PROVIDE SILENCERS WHERE SHOWN OTHERWISE NOTES
 5. EQUALS ARE PRICE, KRIEGER, TITUS, CARRIS, AROUS, METALARE, TUTTLE & BAILEY, SHEDMAKER, AND MALOR
 6. FOLLOW SEISMIC CODE FOR EA-HR INSTALLATION
 7. FOR SURFACE MOUNT GRILLES, PROVIDE FRAMING MEMBERS ABOVE CEILING (NOT PLASTER FRAME)

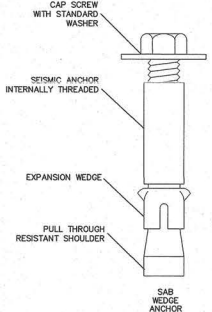
Exhaust Fan Schedule

TAG	MANUFACTURER OR EQUAL	MODEL	CFM	SP IN WG	HP OR WATTS	DRIVE	ELECTRICAL V/F	FAN RPM	SONES	MOUNTING	REMARKS
	GREENNECK	SP-870	50	0.25	45	DIRECT	115/1	618	2.0	CEILING	1.2,3
	GREENNECK	SP-810	75	0.25	80	DIRECT	115/1	748	1.1	CEILING	1.2,3
	GREENNECK	SP-810	100	0.25	80	DIRECT	115/1	850	2.3	CEILING	1.2,3

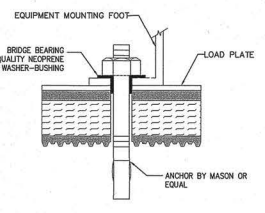
- REMARKS:
1. DISCONNECT SWITCH
 2. BACKDRAFT DAMPER
 3. FAN SPEED CONTROL (MOUNT ABOVE CEILING)
- NOTES:
1. EQUALS ARE COOK, PENN, THIN, CITY, AMERICAN COOL, AIR, AND SOLER & PALAU
 2. SEE ELECTRICAL DRAWINGS FOR SIZING



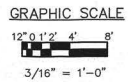
3RD FLOOR
HVAC PLAN
SCALE: 3/16" = 1'-0"



SAB AND SAA SEISMIC ANCHOR BOLT (ISO APPROVAL REPORT NO. 5063 & 5000 BY MASON OR EQUAL)



- NOTES:
1. SUSPENDED AHU: BOLT ANGLE FRAME TO AHU WITH BOLT AND BUSHING. BOLT THRU NEOPRENE PAD. HANGER RODS MUST BE BOLTED TO AHU ANGLE FRAME. UNIT MUST BE BOLTED TO FRAME. SEE OTHER DETAILS.
 2. ROOF RAIL MOUNTED UNIT: BOLT UNIT TO RAIL THROUGH VIBRATION PAD WITH ANCHOR BOLT, ANGLE, AND BUSHING.



STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

The Gulfstream Café, Inc.,
 Plaintiff,

vs.

J. Mark Lawhon, Individually, and
 Palmetto Industrial Development,
 LLC,
 Defendants.

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO. 2016-CP-22-00961

ORDER GRANTING PLAINTIFF'S
MOTION TO ALTER OR AMEND
THE JUDGMENT

This matter is before the Court on Plaintiff The Gulfstream Café, Inc.'s Motion to Alter or Amend the Judgment. On June 12, 2018, the Court entered a Permanent Injunction in the above case. On June 22, 2018, Plaintiff filed the instant Motion to Alter or Amend pursuant to South Carolina Rule of Civil Procedure 59(e). Based upon the filings in this matter, the arguments of counsel, and the entire record at trial, the Court enters the following order.

South Carolina Rule of Civil Procedure 59(e) permits a party to file a motion to alter or amend the judgment. The purpose of Rule 59(e) is to enable a party to request that the Court reconsider matters properly encompassed in a decision on the merits. Arnold v. State, 309 S.C. 157, 420 S.E.2d 834 (1992). As with other motions under Rule 59, a motion to alter or amend is addressed to the sound discretion of the trial court. See Brinkley v. South Carolina Dept. of Corrections, 386 S.C. 182, 185, 687 S.E.2d 54, 56 (Ct. App. 2009)

Having reviewed Plaintiff's Motion to Alter or Amend, Defendants' response, the record in this case, and having considered the arguments of the parties, the Court finds

that the parties are unclear as to the order of the Court entered on June 12. As a result, the Court exercises its discretion to amend the Permanent Injunction. The following, amended Permanent Injunction is hereby entered.

Based on the case law of this state, the facts presented at this trial, and the jury's verdict, a permanent restraining order is issued with the following terms. The Defendants are enjoined from preventing the Plaintiff from enjoying the right granted to it in the recorded nonexclusive joint easement. The Defendants are restrained and may not expand the outside boundaries of any new building beyond those previously used. The outside boundaries specifically are the outside boundaries of the old building, which was depicted on the 1985 Plat recorded at Plat Book 6, Page 214 of the Georgetown County real property records and was demolished by Defendants in November 2016. The outside boundaries do not include any outbuildings, fixtures, concrete pads, dumpsters, or other accessories. As a result, any new building must be located on the same footprint as the old building. The Court is specifically not talking about height, only the outside boundaries.

SO ORDERED this ___ day of July, 2018.

Steven H. John
Resident Circuit Judge
Fifteenth Judicial Circuit

At Chambers, SC



Georgetown Common Pleas

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

Case Number: 2016CP2200961

Type: Order/Amend

So Ordered

s/ Steven H. John, Resident Circuit Judge, #129

Electronically signed on 2018-07-27 11:49:15 page 3 of 3

ELECTRONICALLY FILED - 2018 Jul 27 12:07 PM - GEORGETOWN - COMMON PLEAS - CASE#2016CP2200961
ELECTRONICALLY FILED - 2019 Mar 08 4:27 PM - GEORGETOWN - COMMON PLEAS - CASE#2019CP2200212

OXNER & STACY, P.A.
ATTORNEYS AND COUNSELORS AT LAW
90 WALL STREET - UNIT B
PAWLEYS ISLAND, SC 29585
TEL: (843) 235-6747 • FAX: (843) 235-6650

HARRY A. OXNER
DANIEL W. STACY, JR.

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

REPLY TO:
PAWLEYS ISLAND OFFICE

August 27, 2018

(Via Hand Delivery)

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

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

To Whom It May Concern:

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

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

Very truly yours,



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

ELECTRONICALLY FILED - 2019 Mar 08 4:27 PM - GEORGETOWN - COMMON PLEAS - CASE#2019CP2200212



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

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: Marlin Quay

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

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

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

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

Street Address: 1508 South Waccamaw Drive

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

fee - \$ 262.50

Lot / Block / Number: Tract 3, Marlin Quay

Existing Use: Marina Retail Store and Restaurant

Proposed Use: Marina Retail Store and Restaurant

Commercial Acreage: Less than .5 Acres Residential Acreage: _____

Property Owner of Record:

Name: Palmetto Industrial Development, LLC

Address: 611 West Palmetto Street, Suite B

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

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

E-Mail: marklawhon@gmail.com

Signature of Owner / Date: _____

Contact Information:

Name: Dr. Mark Lawhon

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

Phone / E-Mail: 843-235-6747 (Attorney for Owner) / marklawhon@gmail.com

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

Agent of Owner:

Name: Daniel W. Stacy, Jr., Esquire

Address: 90 Wall Street / Unit B

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

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

E-Mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date: Daniel W. Stacey
✕ Signature of Owner /Date: [Signature]

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

Adjacent Property Owners Information required:

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

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

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

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

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

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

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

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

-
- Do these conditions exist on other properties elsewhere in the PD?
-

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

Submittal requirements: 12 copies of 11 x 17 plans

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

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: _____

Number of signs existing currently on site _____

Square footage of existing sign(s) _____

Number of Proposed signs: _____

Square footage of the proposed sign(s) _____

Submittal requirements:

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

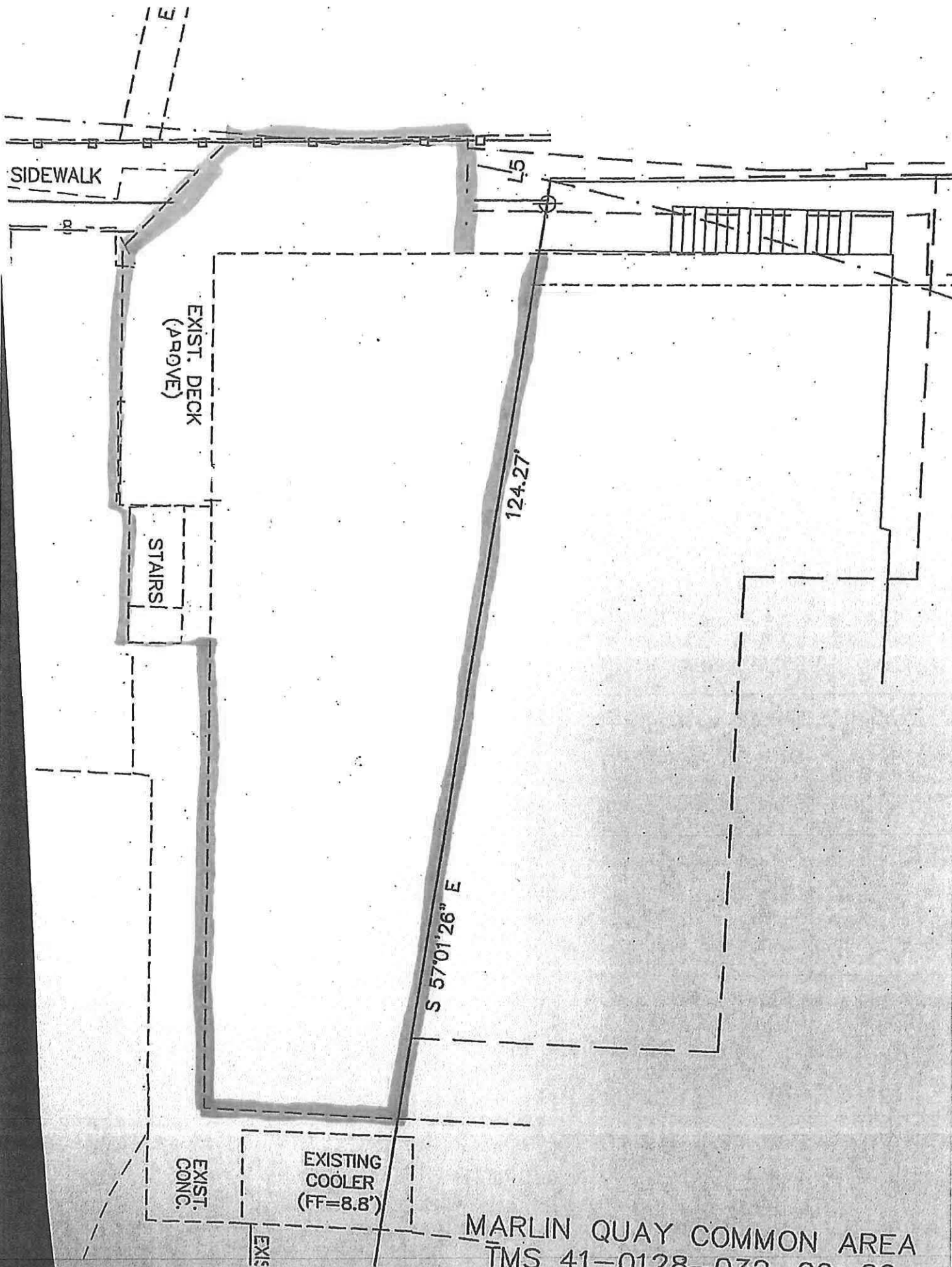
SECTION D: SITE PLAN AMENDMENT

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

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

Submittal requirements:

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



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

MARLIN QUAY RESTAURANT & STORE

100% Massachusetts
 100% Massachusetts
 100% Massachusetts
 100% Massachusetts



ETS
 ETS Associates, Inc.
 100% Massachusetts
 100% Massachusetts
 100% Massachusetts

Professional Engineer
 100% Massachusetts
 100% Massachusetts
 100% Massachusetts



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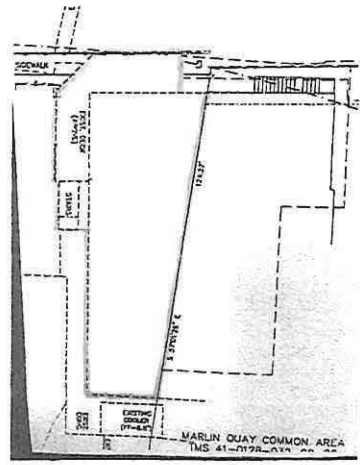
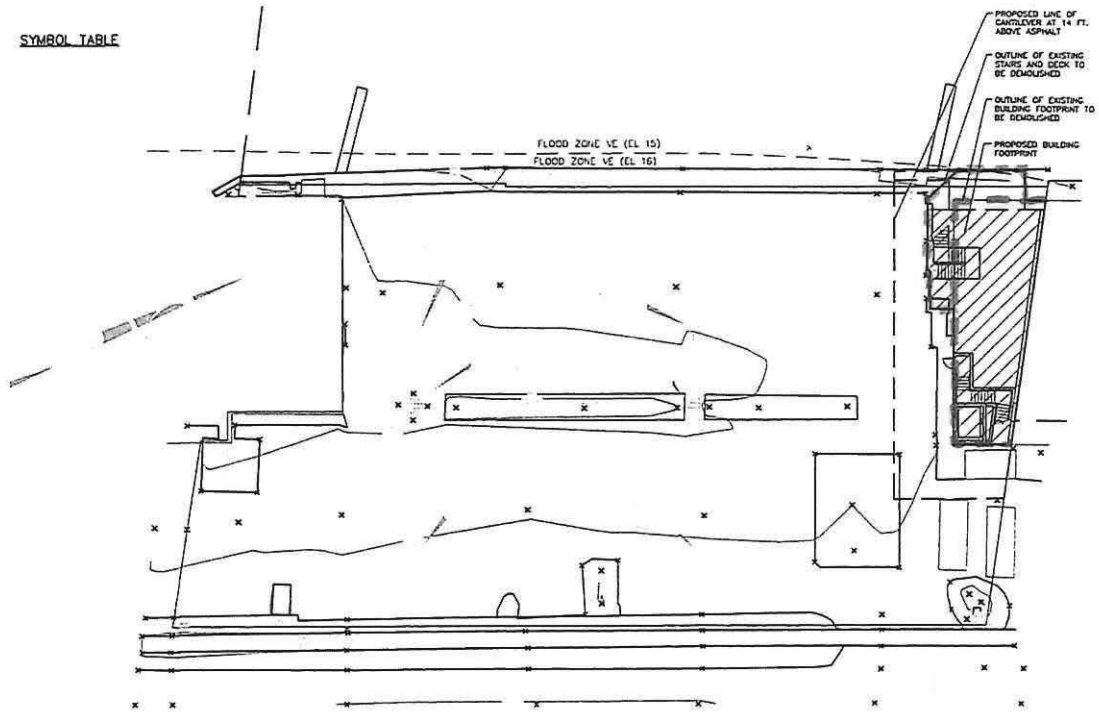
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SYMBOL TABLE

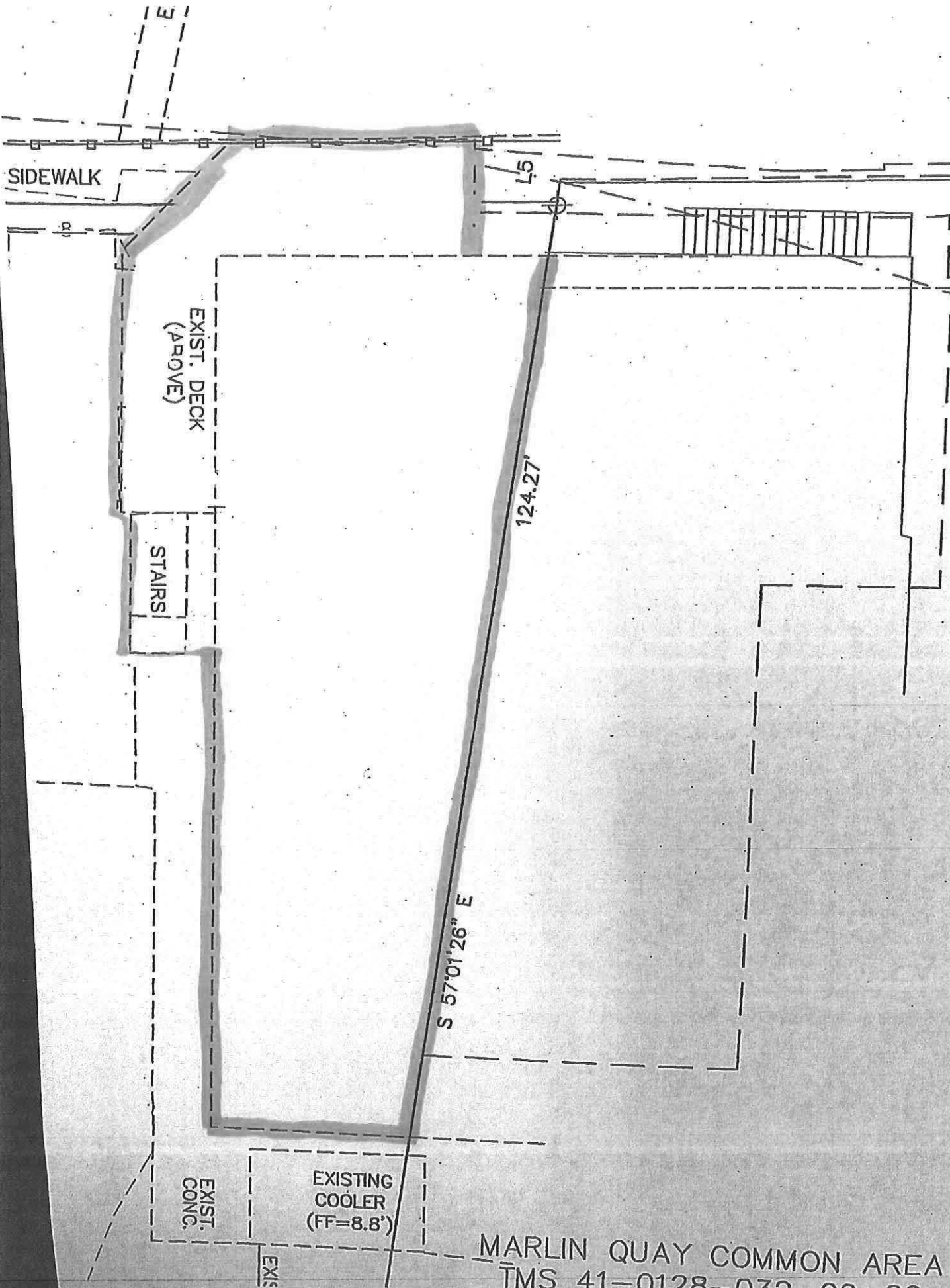


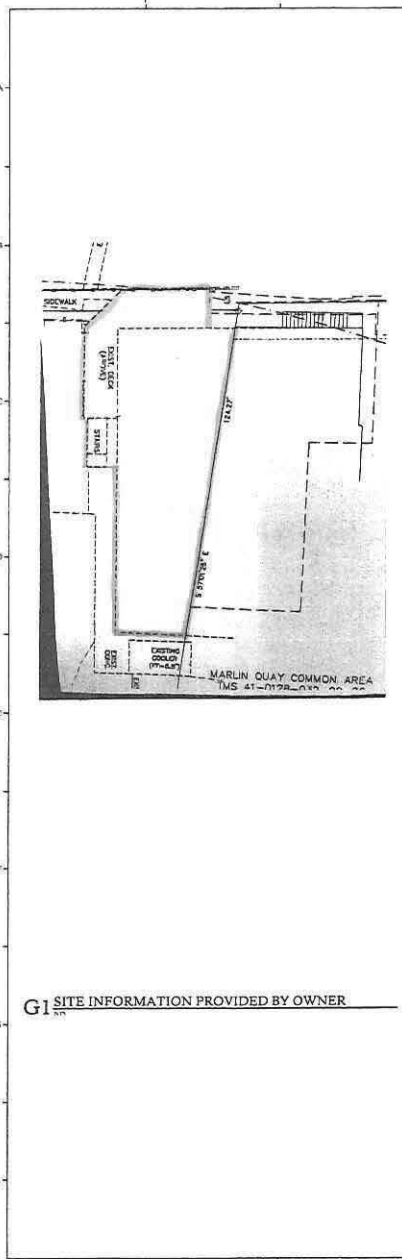
G1 SITE INFORMATION PROVIDED BY OWNER

G2 SITE PLAN

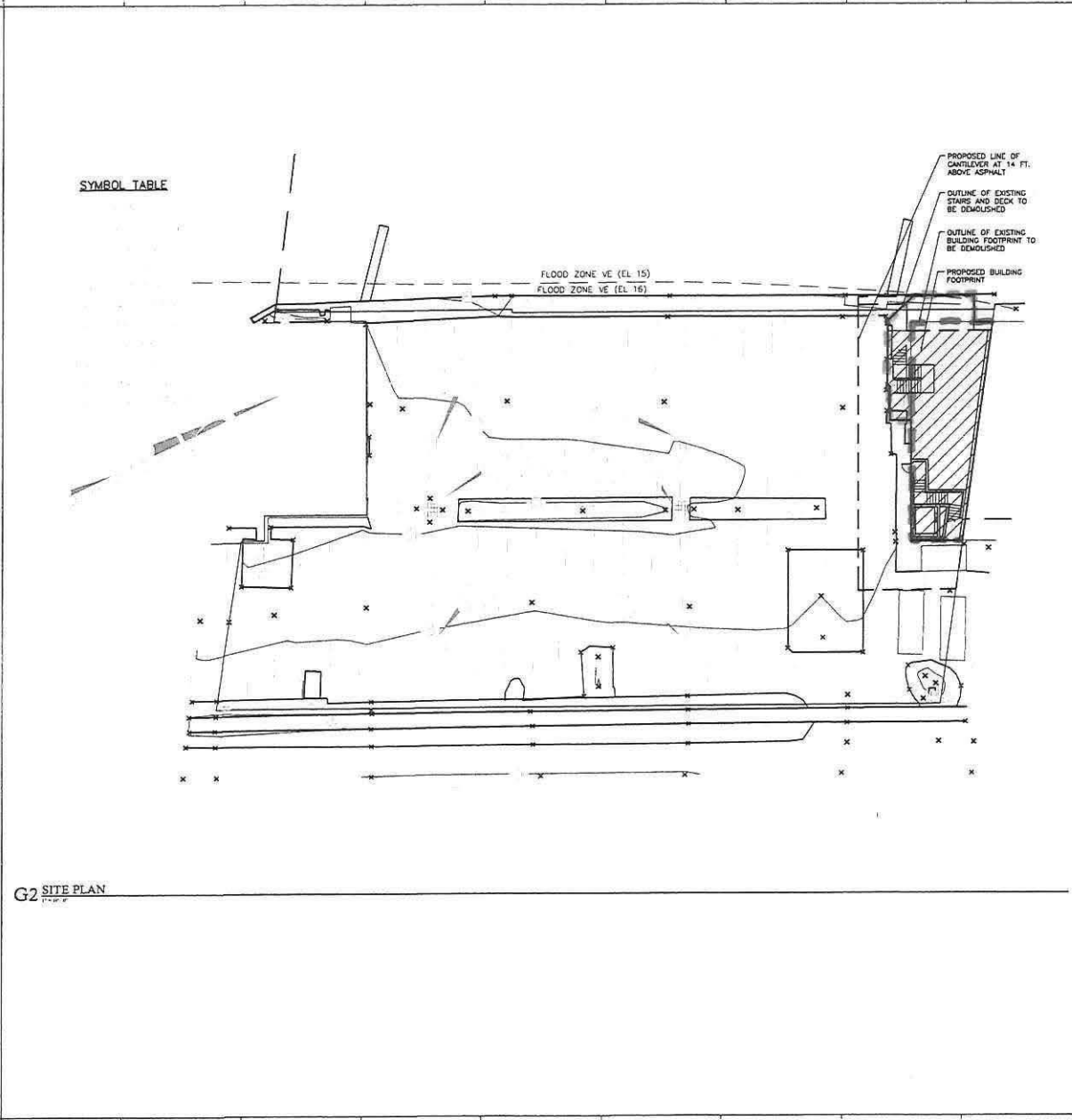
SITE PLAN

A001





G1 SITE INFORMATION PROVIDED BY OWNER



G2 SITE PLAN

MARLIN QUAY RESTAURANT 3 STORE

1508 S. Washington St. Georgetown, MD 21144

Owner: **SGA**

Architect of Record: **ETS**

Charleston Engineering

Not For Construction

Project No.	2112
Date	02/21/19
Client No.	62
Checked By	ETS
Drawn By	ETS
Scale	1" = 10'
Sheet	1 of 1

SITE PLAN

A001

Selected Lot Lines Feature	
PLAT	6-214
TMS	41-0129-002-00-00
OBJECTID	44378
editdate	
Shape.STLength()	
editdate	
GlobalID	{03273CD1-5B3F-4C58-91FC-A2774073A507}
sdc.SDE.parcelpoly2017.Area	26063.26794434
created_user	
created_date	
last edited user	
last edited date	
Legal	LTS 3, 4 & 5, BLK C SOUTH POINT A/K/A TRACT 3
TMS	41-0129-002-00-00
Street Number	1508
Acreage	1
Date	2014-08-19 20:00:00
Sale	800000
Legal Ref	2421-267
Location	SOUTH WACCAMAW DR
Owner	PALMETTO INDUSTRIAL DEVELOP LLC
Owner 2	
Address1	611 WEST PALMETTO STREET
Address2	
City	FLORENCE
State	SC
Zip	29501

Selected Lot Lines Feature	
PLAT	06-214
TMS	41-0128-032-61-00
OBJECTID	44377
editdate	
Shape.STLength()	
editdate	
GlobalID	{40423107-2289-4752-8A88-54A232ADFFC7}
sdc.SDE.parcelpoly2017.Area	102775.00720215
created_user	
created_date	
last edited user	
last edited date	
Legal	YACHT BASIN Boat Docks
TMS	41-0128-032-61-00
Street Number	
Acreage	1
Date	2014-08-19 20:00:00
Sale	800000
Legal Ref	2421-267
Location	BASIN DR
Owner	PALMETTO INDUSTRIAL DEVELOP LLC
Owner 2	
Address1	611 WEST PALMETTO STREET
Address2	
City	FLORENCE
State	SC
Zip	29501



Marlin Quay Property Location AMPD 9-18-21424

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Marlin Quay

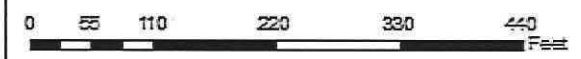
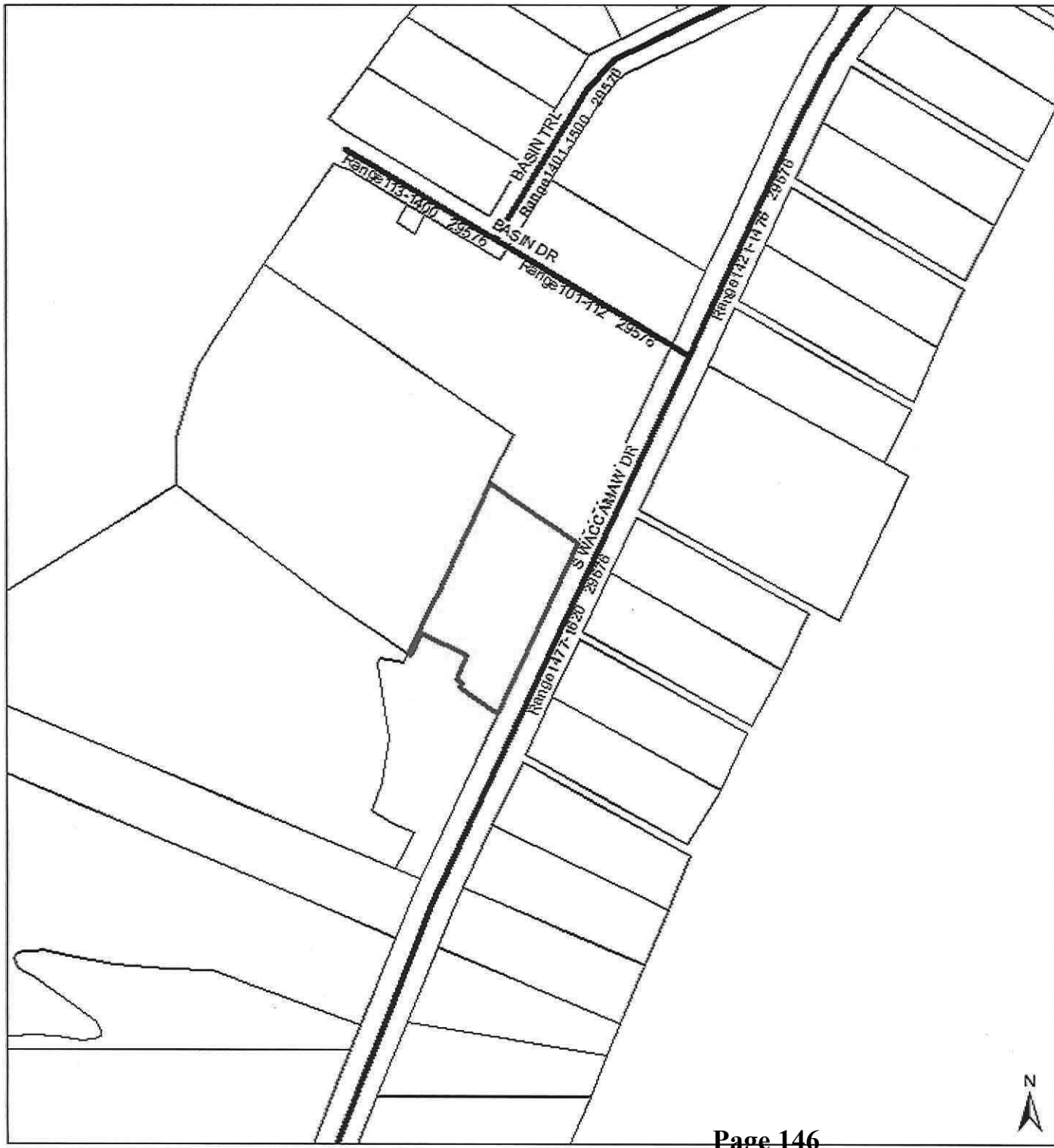
□ Lot Lines

—+— Railroads

◆ Landmarks

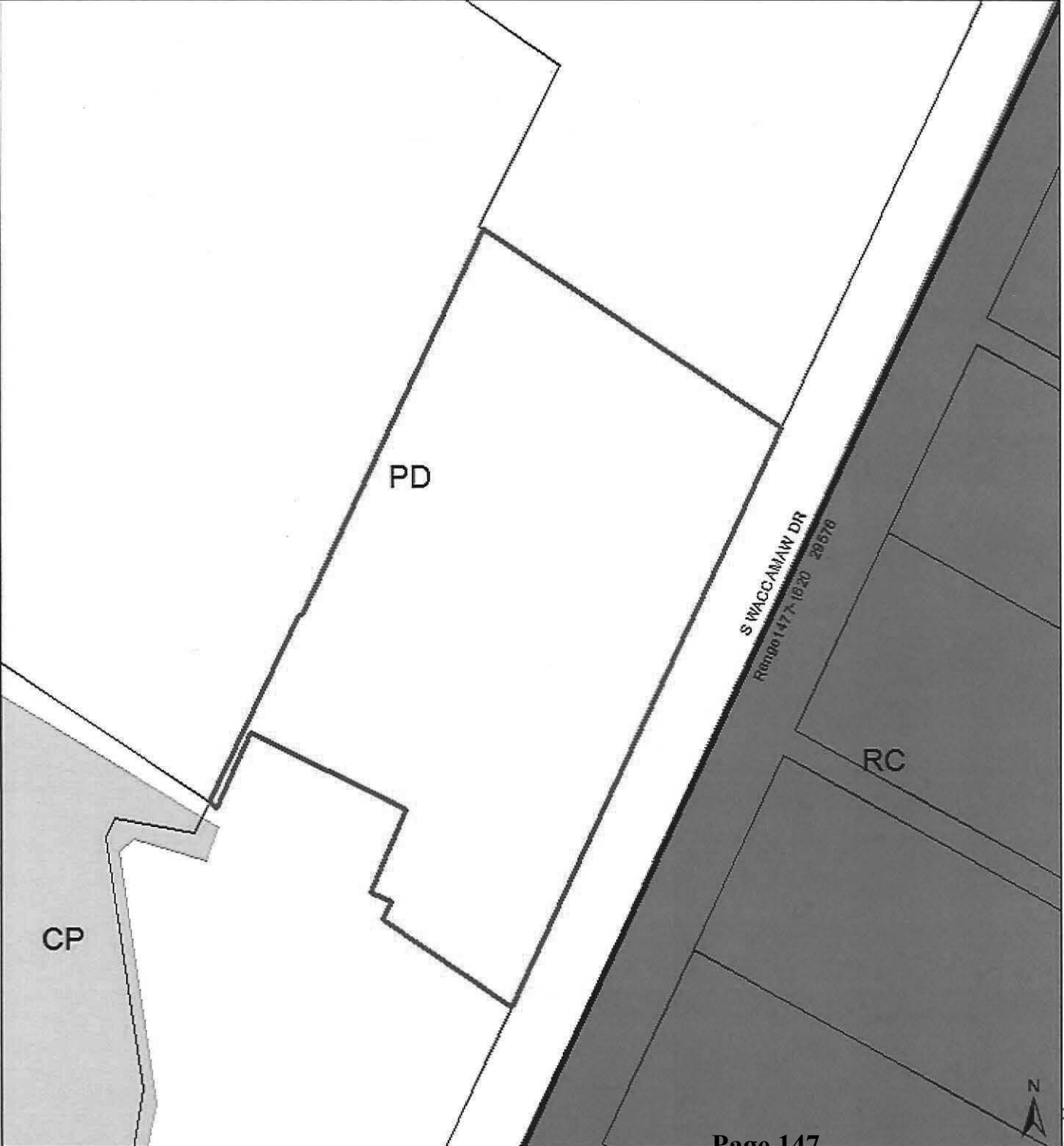
— 90' setback

— Municipalities



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

Marlin Quay Property Zoning AMPD 9-18-21424



Legend

Streets

- Water Street

Maintained By

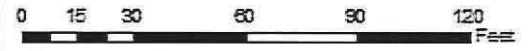
- County
- Private
- State
- Marlin Quay

Zoning DISTRICT

- City of Georgetown
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Other Symbols:

- Railroad
- ◆ Landmark

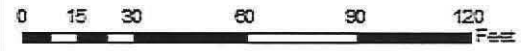


DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

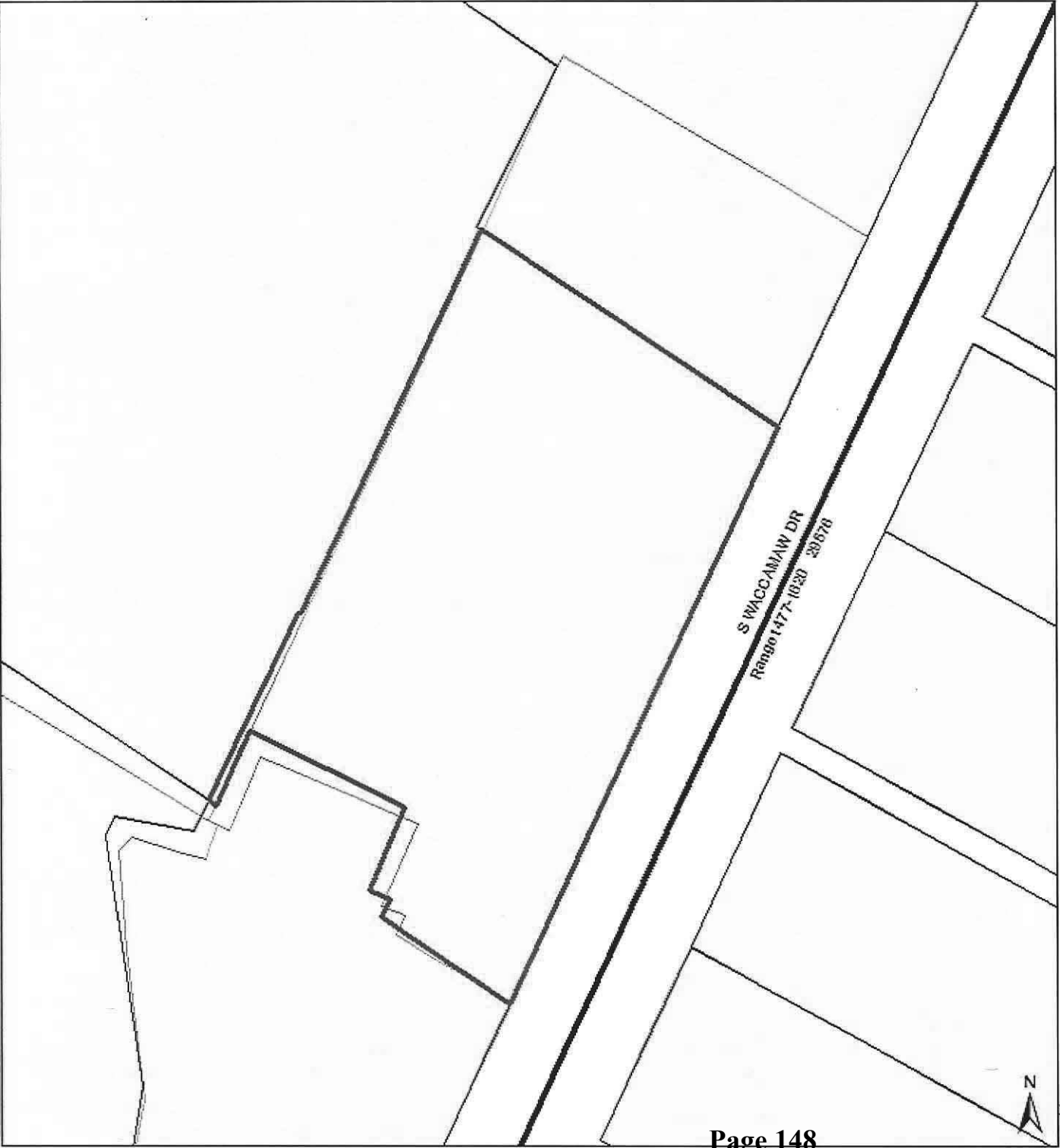
Marlin Quay Property FLU AMPD 9-18-21424 Legend

- Streets**
- <all other values>
- Maintained By**
- County
 - Private
 - State
 - ▭ Marlin Quay
 - ▭ Lot Lines
 - Railroads
 - ◆ Landmarks

- Future Landuse**
- FUTURE_LAN**
- ▭ CITY OF GEORGETOWN
 - ▭ COMMERCIAL
 - ▭ CONSERVATION PRESERVATION
 - ▭ EASEMENT
 - ▭ HIGH DENSITY RESIDENTIAL
 - ▭ INDUSTRIAL
 - ▭ LOW DENSITY RESIDENTIAL
 - ▭ MEDIUM DENSITY RESIDENTIAL
 - ▭ POND
 - ▭ PRIVATE RECREATIONAL
 - ▭ PUBLIC RECREATIONAL
 - ▭ PUBLIC/SEMI-PUBLIC
 - ▭ TOWN OF ANDREWS
 - ▭ TOWN OF PI
 - ▭ TRANSITIONAL
 - 90' setback
 - 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.



Marlin Quay
 Property Aerial
 AMPD 9-18-21424



Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Marlin Quay

□ Lot Lines

—+— Railroads

◆ Landmarks

— 90' setback

sde.SDE.Imagery2017Hi

RGB

■ Red: Band_1

■ Green: Band_2

■ Blue: Band_3

— Municipalities



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



NOTICE OF PUBLIC HEARING

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

The Planning Commission will be reviewing this request on **Thursday, October 18, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

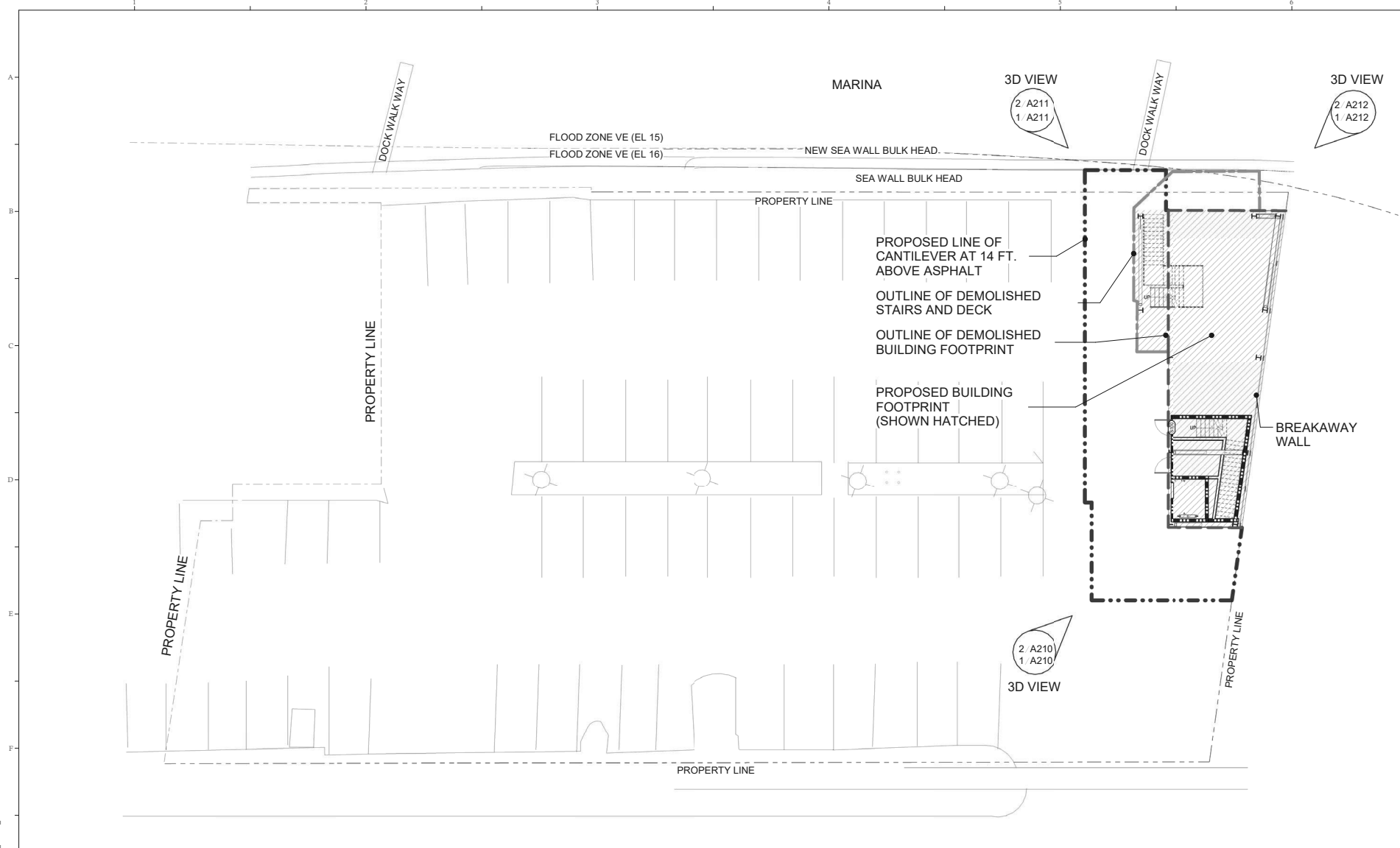
PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org



1 SITE PLAN
1/8" = 1'-0"

BUILDING AREA						
STORY	OCCUPANCY	DECK AREA	HEATED AREA	UNHEATED AREA	TOTAL BUILDING AREA	
FIRST	MERCANTILE	592 SF	1,801 SF	1,418 SF		
SECOND	ASSEMBLY (A-2)	747 SF	2,216 SF	1,164 SF		
THIRD	ASSEMBLY (A-2)	1,721 SF	579 SF	2,801 SF		
TOTAL AREA:		3,060 SF	4,596 SF	5,383 SF		13,039 SF
SEATING CAPACITY						
SECOND FLOOR (RESTAURANT LEVEL 1)			55			
THIRD FLOOR (RESTAURANT LEVEL 2)			55			
TOTAL			110			

MARLIN QUAY RESTAURANT & STORE

1508 S. Woodcrown Dr.
Murrells Inlet, SC 29575
Owner: PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Woodcrown Dr.
Murrells Inlet, SC 29575



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464 Meeting Street, Ste. 103
Charleston, SC 29403
Phone: 803.582.4554
www.southcarolinabuild.com

Charleston Structural Consultants
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ENGINEERING AND TECHNOLOGY
ESTABLISHED 1978
CONSTRUCTION INSPECTOR

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105 West 10th St.
Charleston, SC 29401
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Blair, Peters & Associates, Inc.
1120 Queenborough Blvd., Ste. 202
Mt. Pleasant, SC 29464
Tel: 843.334.0400



Job Number: 18118
Date: 10/03/18
Drawn by: BLS
Checked by: L.S.

SITE PLAN
AS101

MARLIN QUAY RESTAURANT & STORE

PROJECT ADDRESS
1508 S. WACCAMAW DR.
Georgetown Co., SC

Owner:
PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. WACCAMAW DR.
GARDEN CITY, SC
29576

Architect:
SGA ARCHITECTURE
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Civil Engineer:
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ENGINEERING AND TECHNICAL SERVICES
CONSULTING ENGINEERS
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Structural Engineer:
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STRUCTURAL ENGINEERS, P.A.
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www.mayhew.com

Mechanical, Electrical & Plumbing
Charleston Engineering
1508 S. Waccamaw Dr.
Georgetown, SC 29576
803.682.0000
www.charleston-engineering.com



THE ABOVE A MEMBERSHIP OF ARCHITECTS REGISTERED BY THE ARCHITECTS AND PROFESSIONAL ENGINEERS BOARD OF THE STATE OF SOUTH CAROLINA. I HAVE REVIEWED THESE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY WITHOUT WRITING. I AM NOT PROVIDING ANY ARCHITECTURAL SERVICES.

Job Number: 15021
Date: 9/15/17
Drawn By: Author
Checked By: Checker

PERMIT UPDATE
10/26/17
Not for Construction

Revision	Description	Date
1	Revision 1	Date: 1

LIFE SAFETY
G001
Scale 1/4" = 1'-0"

LEGEND:
 ILLUMINATED EXIT SIGN - REFER TO ELECTRICAL
 1 HOUR RATED WALL
 2 HOUR RATED WALL

PORTABLE FIRE EXTINGUISHER FOR ORDINARY (Moderate) HAZARD OCCUPANCY (CHAPTER 9)				
FIRE HAZARD CLASS	MIN. RATED EXTINGUISHER	MAX. FLOOR COVERAGE AREA	MAX. TRAVEL DISTANCE	NOTES
A	2-A	1,000 ft ²	75'	Ordinary (Moderate) Hazard Occupancy
B	10-B	1,000 ft ²	75'	Section 508.4 - Conditioned space only

NOTES & CONDITIONS: EXTERIOR WALL BUILDING CODE 2015

CODE ITEM	CODE REF.	DESIGNATED AREAS OF BUILDING
Occupancy Classification	Chapter 9	RESTAURANT MARINA STORE STORAGE
Construction Classification	Chapter 6	Type VA, sprinklered Type VA, sprinklered Type VA, sprinklered
Height (Lined)	Table 504.3	20'-0" 20'-0" 20'-0"
Height w/ increase	Chapter 6	Chapter 6
Height (Lined)	Actual	45'-0" at midspan 45'-0" at midspan 45'-0" at midspan
Stores Above Grade Plane	Actual	None, conditioned, 450 unconditioned, g/f
Gross Area (Conditioned)	Table 504.4	2,874 + 347 (flat) of 1,925 sf
Gross Area (Unconditioned)	Table 504.4	250 sf, unconditioned 250 sf, unconditioned

- Per Table 504.3 Allowable Building Height in Feet Above Grade Plane: 5 = Building equipped throughout with an automatic sprinkler system installed in accordance with Section 903.1.1.1.
- Per Section 508.3 Non-separated occupancies - No separation is required between non-separated occupancies.

BUILDING AREA PER STORY

ACTUAL STORY OCCUPANCY	NO. STORIES ALLOWED	AREA ALLOWED	ACTUAL AREA	ACTUAL CONDITIONED AREA
1/MERCANTILE	5	81,500 SF	1,355 SF	1,355 SF
1/UNHEATED CIRCULATION DECK	5	81,500 SF	250 SF	
2/ASSEMBLY (HEATED)	4	45,000 SF	2,204 SF	2,204 SF
2/ASSEMBLY (UNHEATED) BALCONIES	4	45,000 SF	2,090 SF	
3/ASSEMBLY (UNHEATED) BOOKSTACK (BAL/CTR)	4	45,000 SF	914 SF	
1/STORAGE (HEATED)	5	76,500 SF	171 SF	347 SF
3/STORAGE (UNHEATED)	5	76,500 SF	850 SF	
3/STORAGE (UNHEATED) (DOES NOT INCLUDE STAIRS AND ELEVATOR)				
TOTAL AREA				4,596 SF

OCCUPANCY LOAD CALCULATIONS (IBC CHAPTER 10)

AREA USED FOR EGRESS COUNT
SF/OCCUPANT (TABLE 10B1.2)

STORY / LEVEL	FUNCTION OF SPACE	FLOOR AREA (NSF or GSF)	MAX AREA ALLOWED PER (NSF or GSF)	OCCUPANTS ON FLOOR FOR THIS FUNCTION	DESIGN OCCUPANT LOAD
1	MERCANTILE	1,400 GSF	60 GSF	23 OCC	
	BUSINESS (ACCESSORY OFFICE)	145 GSF	100 GSF	2 OCC	
	ACCESSORY STORAGE	171 GSF	300 GSF	1 OCC	
	ACCESSORY SHOWER/TOILET	141 GSF	100 GSF	2 OCC	
	SUBTOTAL DESIGN OCCUPANT LOAD FOR THIS STORY			28 OCC	28 OCC
2	ASSEMBLY - RESTAURANT	487 NSF	15 NSF	33 OCC	
	ASSEMBLY - BAR	416 NSF	7 NSF	66 OCC	
	ASSEMBLY - HOSTESS	103 NSF	15 NSF	7 OCC	
	ASSEMBLY - KITCHEN	688 GSF	200 NSF	4 OCC	
	ASSEMBLY - ACCESSORY	419 GSF	100 GSF	4 OCC	
	ASSEMBLY - BALCONY	992 NSF	15 NSF	66 OCC	
SUBTOTAL DESIGN OCCUPANT LOAD FOR THIS STORY			174 OCC	174 OCC	
3	ASSEMBLY - BALCONY / DECK	1,711 NSF	15 NSF	111 OCC	
	ASSEMBLY - BAR	349 NSF	7 NSF	39 OCC	
	ASSEMBLY - ACCESSORY	91 GSF	100 GSF	1 OCC	
	STORAGE	850 GSF	300 GSF	3 OCC	
SUBTOTAL DESIGN OCCUPANT LOAD FOR THIS STORY			158 OCC	158 OCC	
TOTAL BUILDING DESIGN OCCUPANT LOAD			360 OCC	360 OCC	

1. Occupant load table above is based on IBC 2015 requirements for Life Safety. See Site Plan for occupancy count based on local jurisdiction parking requirements.

MEANS OF EGRESS SIZING	INCHES PER OCCUPANT REQUIRED	TOTAL OCCUPANT LOAD	REQUIRED INCHES	ACTUAL INCHES
INCHES PER OCCUPANT (Section 1005.3.1 - Stairways)	0.2"	360	72"	88"
INCHES PER OCCUPANT (Section 1005.3.2 - Other egress components)	0.15"	360	54"	108.00" (per floor)

- Per Section 1005.3.1 Stairways - The capacity of means of egress stairways shall be calculated by multiplying the occupant load by a means of egress capacity factor of 0.2 inch per occupant in buildings equipped throughout with an automatic sprinkler system.
- Per Section 1005.3.2 Other egress components - The capacity of means of egress components other than stairways shall be calculated by multiplying the occupant load by a means of egress capacity factor of 0.15 inch per occupant in buildings equipped throughout with an automatic sprinkler system.

MARLIN QUAY RESTAURANT & STORE

1508 S. Woodcove Dr.
Murrells Inlet, SC 29575

Owner:
PALMETTO INDUSTRIAL DEVELOPMENT
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Tel: 843.234.6100

Structural:

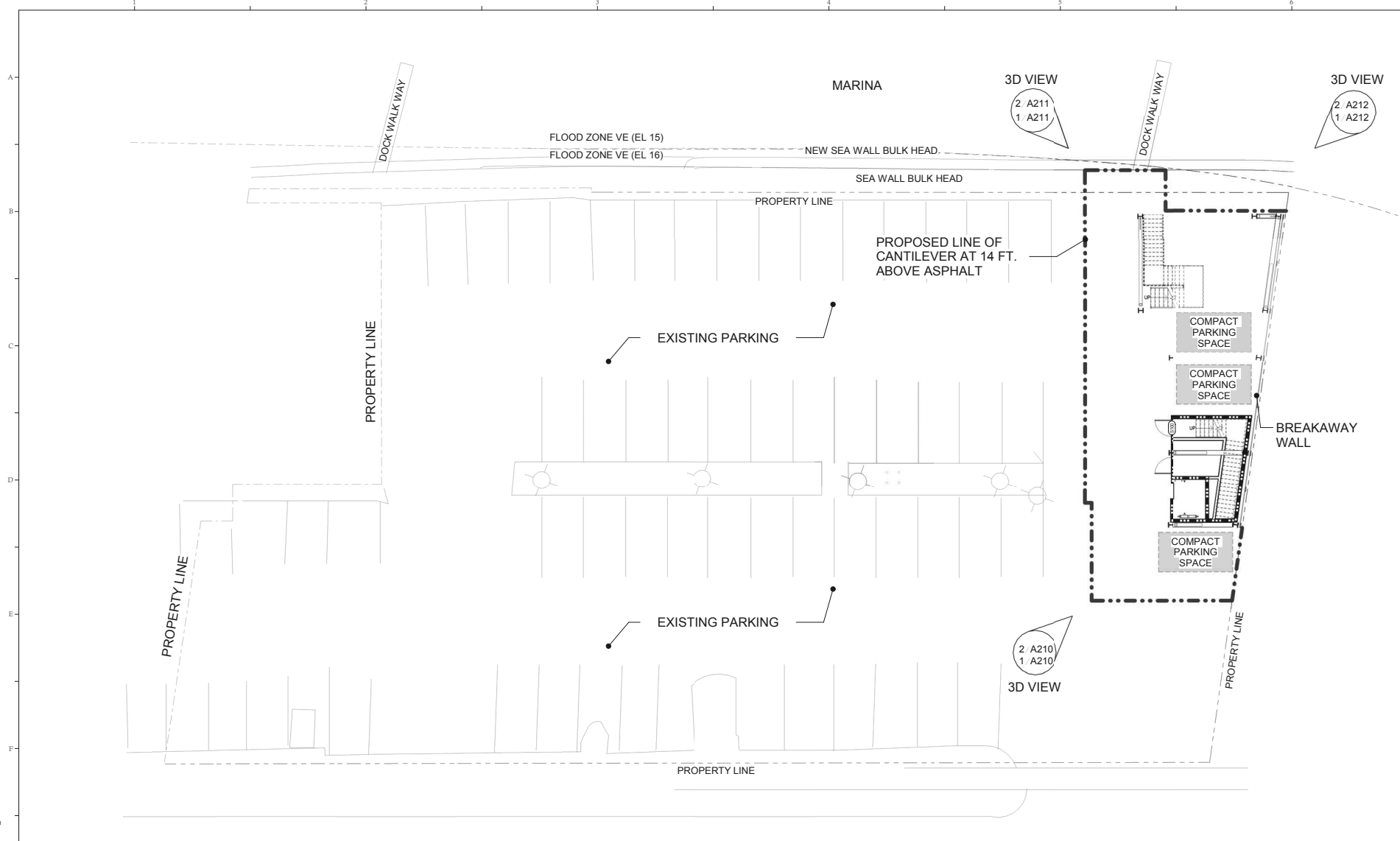
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1100 Charleston Blvd., Ste. 200
Mt. Pleasant, SC 29464
Tel: 843.234.6100



Job Number: 18118
Date: 10/09/18
Drawn by: Author
Checked by: Checker

Revisions	Description	Date

SITE PLAN - PARKING
AS102



1 SITE PLAN - PARKING
1/8" = 1' = 0"

10/10/2018 9:18:38 AM BIM 360://Marlin Quay/8113_MarlinQuay3_Central_amaudg9N44C.rvt

MARLIN QUAY RESTAURANT & STORE

1508 S. Woodcreek Dr.
Murrells Inlet, SC 29575

Owner:
PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Woodcreek Dr.
Murrells Inlet, SC 29575



Charleston
66 Woodland Street, Inc. 103
Charleston, SC 29403
Phone: 803.583.4264
www.sgaarchitecture.com

Civil/Structural Consultant:
ETS
ENGINEERING AND TECHNICAL SERVICES, INC.
CONSULTING ENGINEER
1400 Palmetto Ave.
Charleston, SC 29405
Phone: (803) 339-3000 Fax: (803) 339-2000

MEP Consultant:
Charleston Engineering
1055 Magnolia Dr.
Charleston, SC 29405
853-5400
www.charleston-engineering.com

Structural:
Brett, Peters & Associates, Inc.
1108 Queenborough Blvd., Ste. 202
Mt. Pleasant, SC 29464
Tel: 843.334-6500



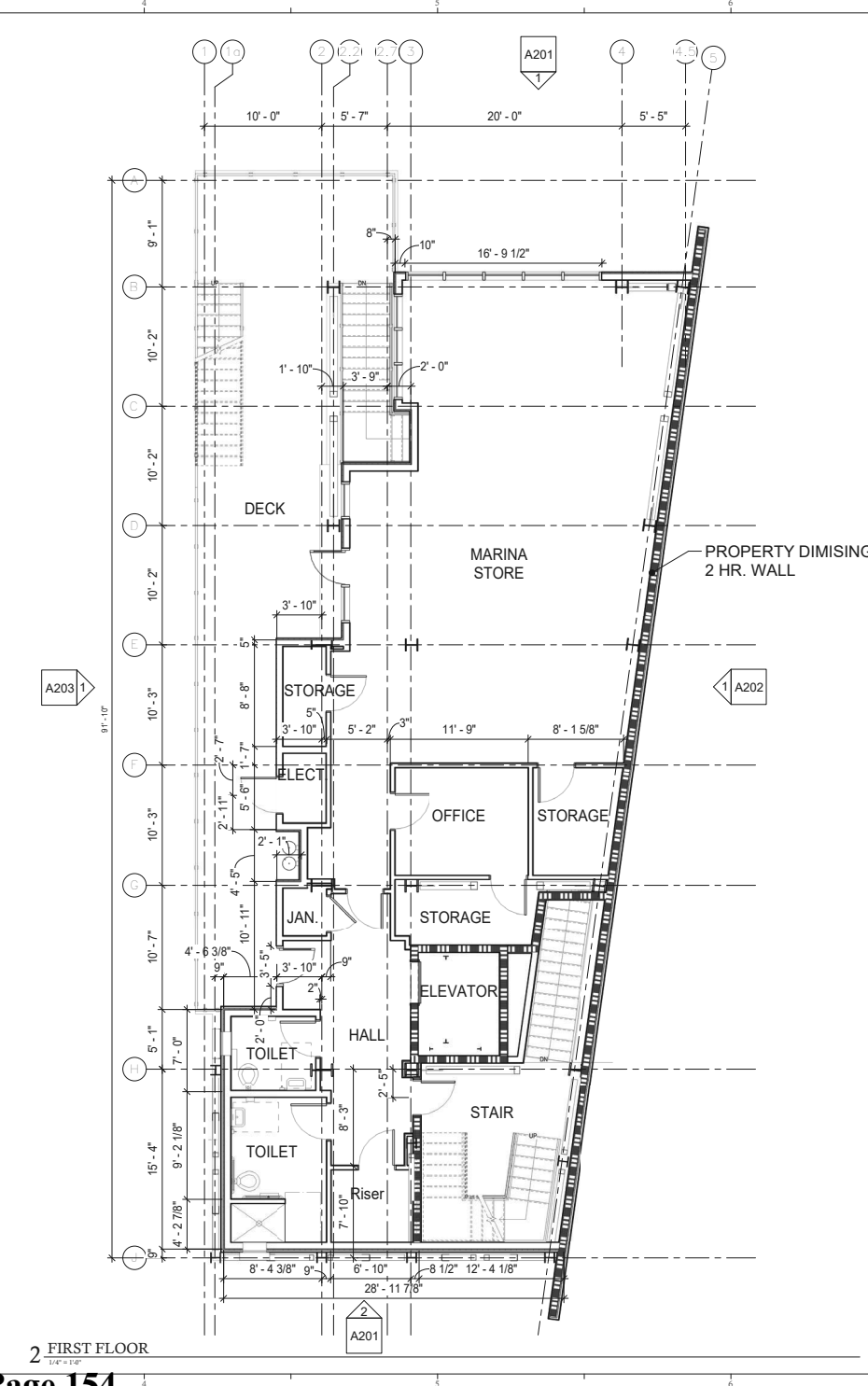
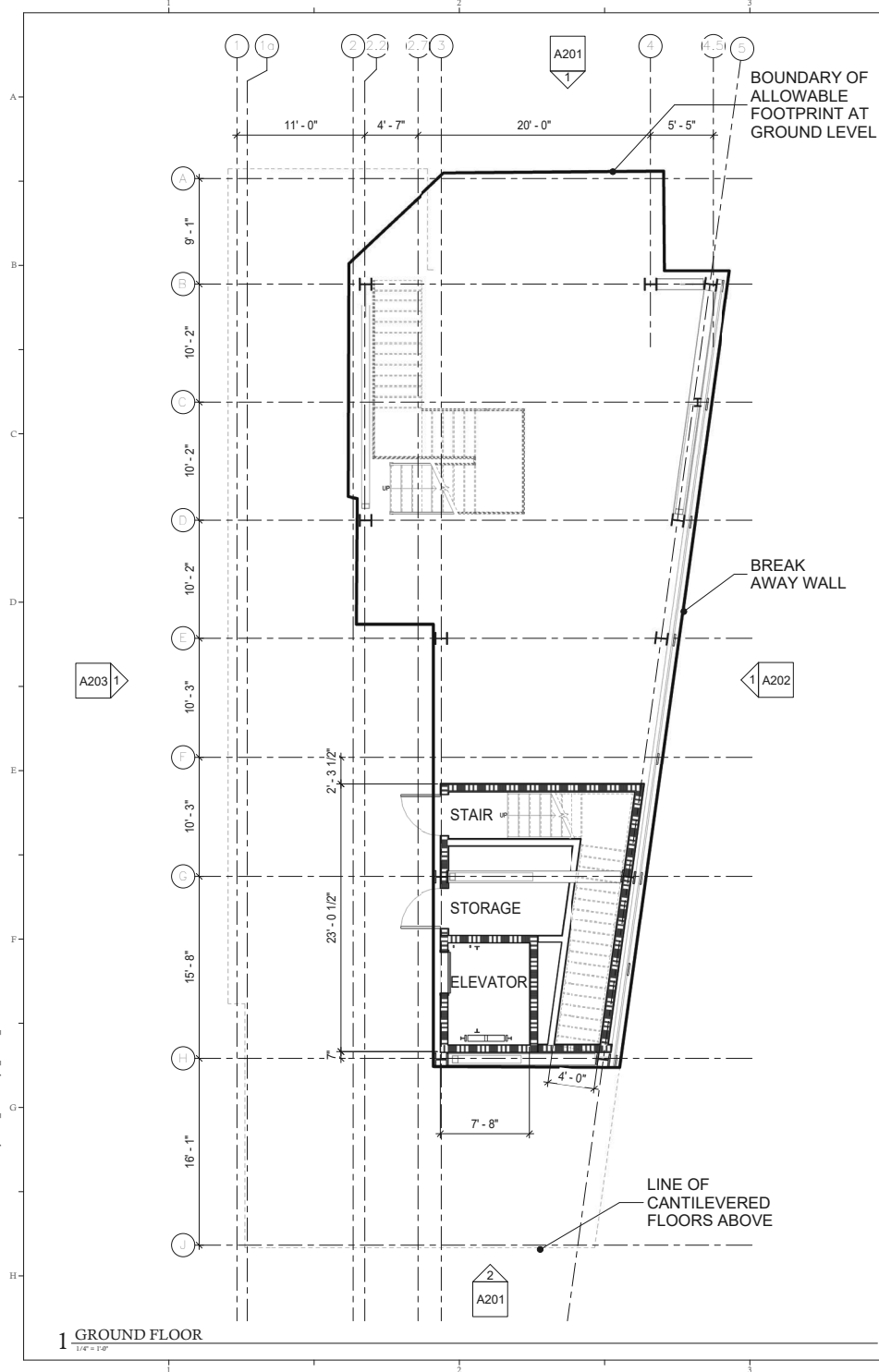
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Job Number: 18118
Date: 10/03/18
Drawn by: A.A.B.C.
Checked by: L.S.

Revisions	Description	Date

GROUND & FIRST FLOOR PLANS

A100



MARLIN QUAY RESTAURANT & STORE

1508 S. Woodcrown Dr.
Murrells Inlet, SC 29575

Owner:
PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Woodcrown Dr.
Murrells Inlet, SC 29575

Architect of Record:



Charleston
66 Woodland Street, Inc. 103
Charleston, SC 29403
Phone: 803.552.4554
www.sgaarchitecture.com

Civil/Structural Consultant:



MEP Consultant:
Charleston Engineering
1055 Magnolia Dr.
Charleston, SC 29402
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Structural:



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Tel: 843.334.6100



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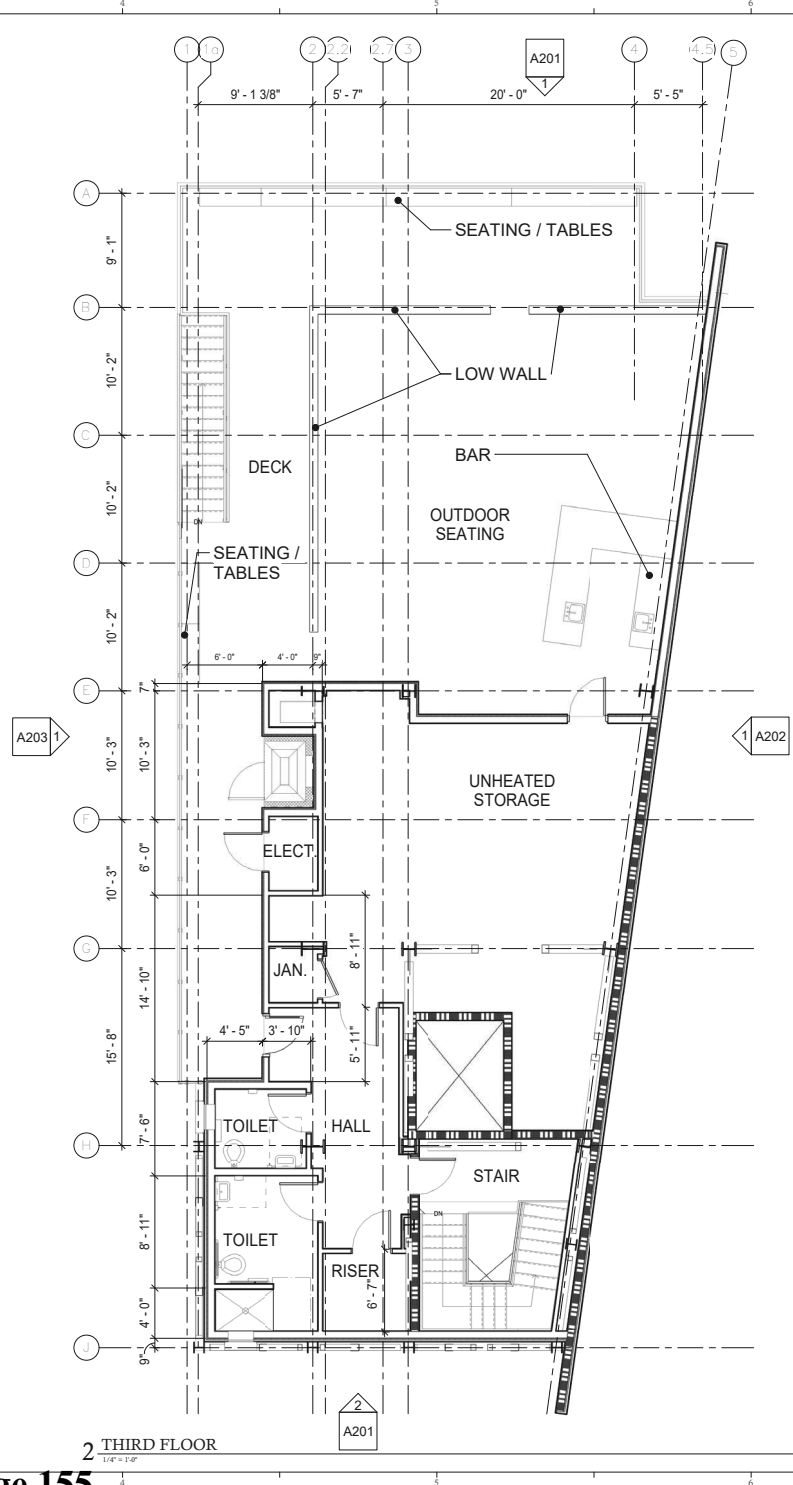
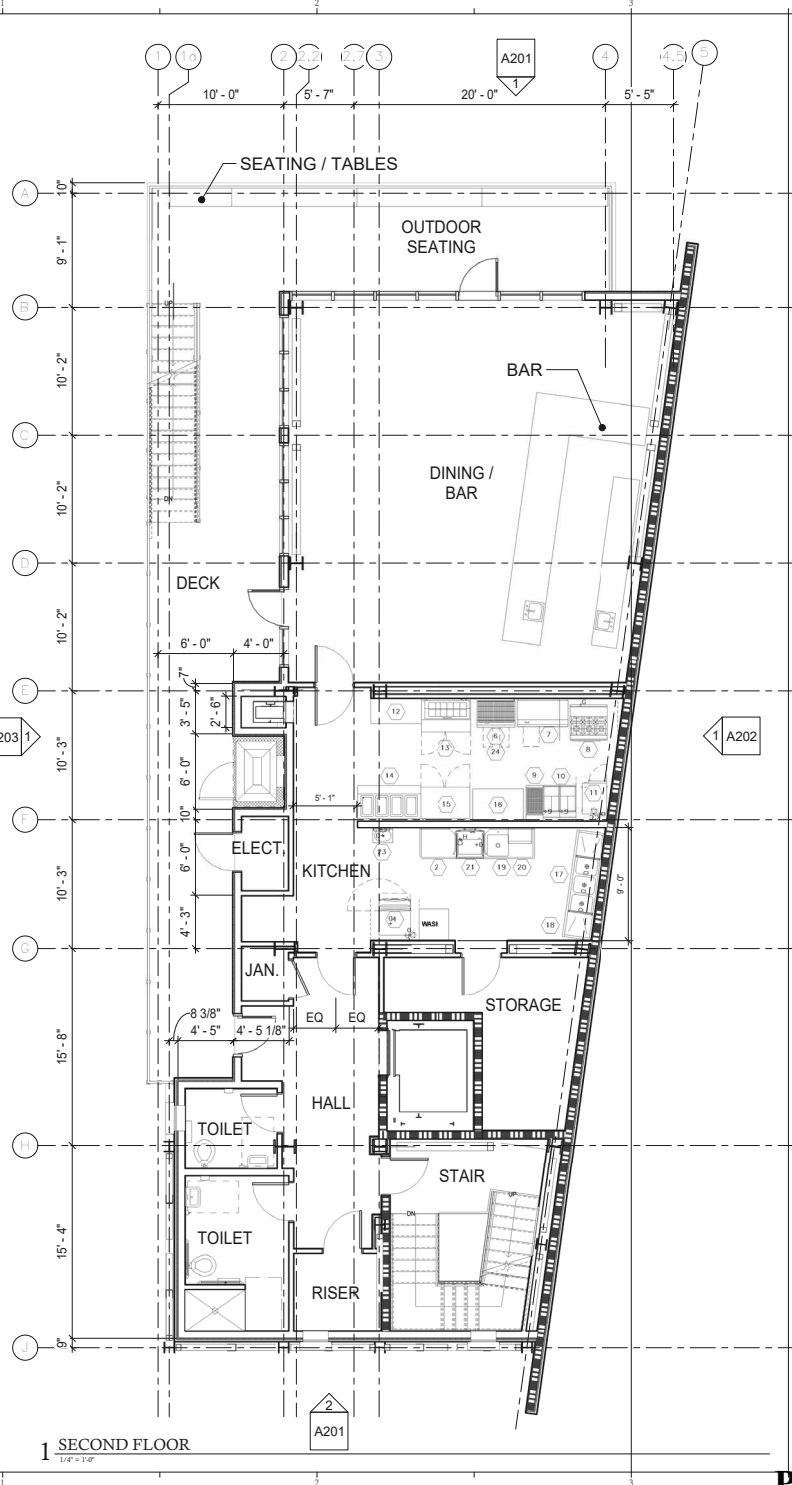
Job Number: 18118
Date: 10/03/18
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Revisions:

Revisions	Description	Date

SECOND & THIRD FLOOR PLANS

A101





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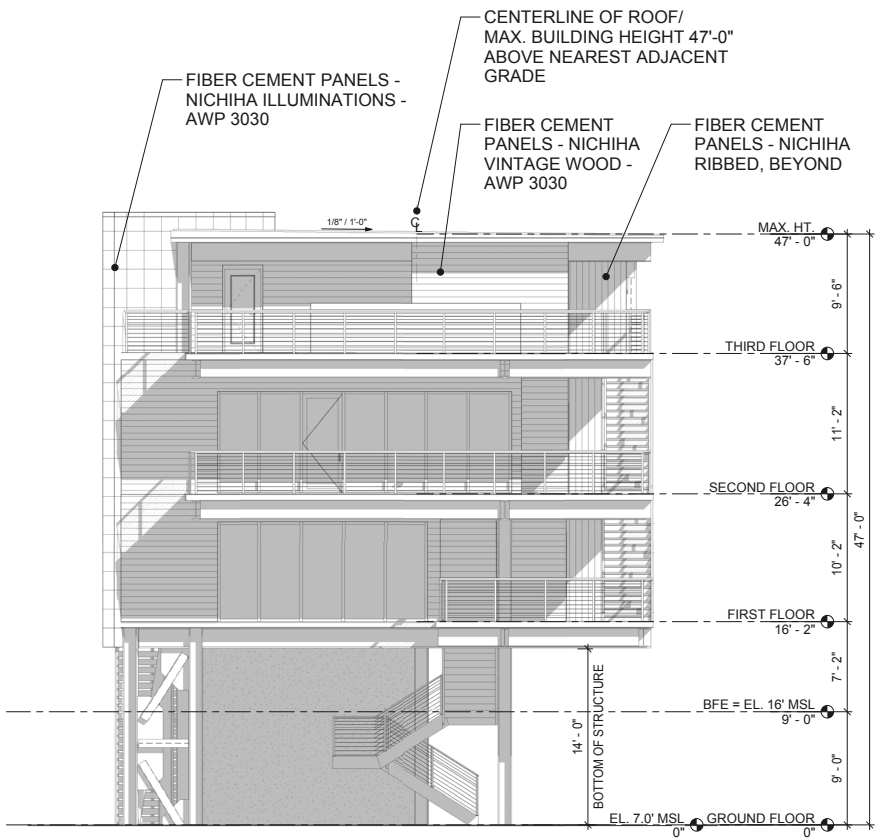
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Date: 10/09/18
Drawn by: Author
Checked by: Checker

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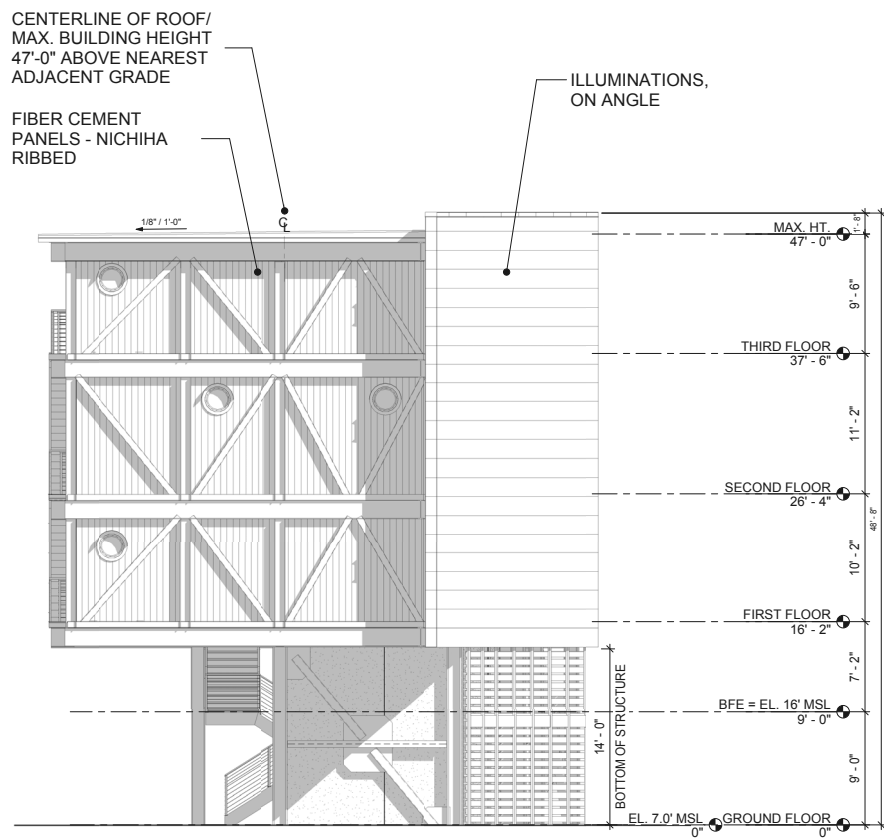
Rev.	Description	Date

NORTH & SOUTH ELEVATIONS

A201

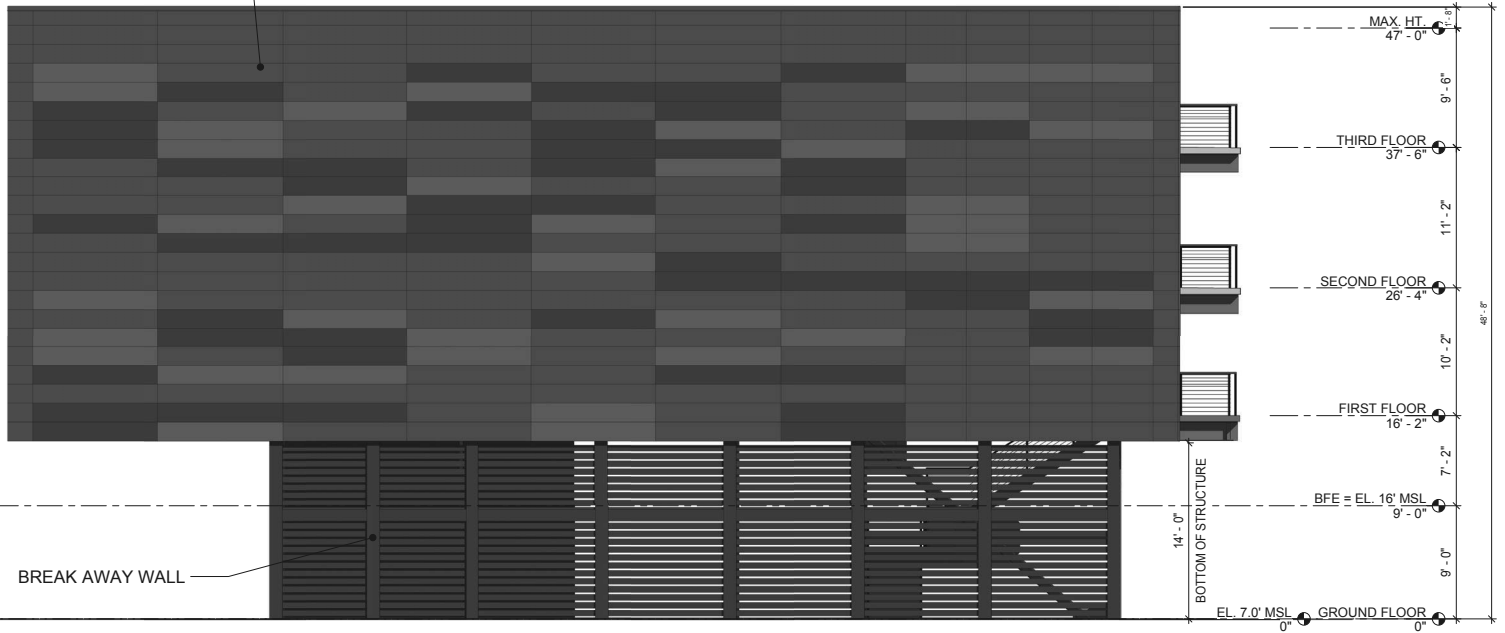


1 NORTH ELEVATION
1/4" = 1'-0"



2 SOUTH ELEVATION
1/4" = 1'-0"

FIBER CEMENT
PANELS - NICHHA
ILLUMINATIONS -
AWP 3030



BREAK AWAY WALL

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

MARLIN QUAY
RESTAURANT
& STORE

1508 S. WOODCROW DR.
MURFREESBORO, SC 29675

Owner:
PALMETTO INDUSTRIAL
DEVELOPMENT
1508 S. WOODCROW DR.
MURFREESBORO, SC 29675

Architect of Record:



Charleston
604 Meeting Street, Ste. 303
Charleston, SC 29403
Phone: 803.583.4584
www.sgaarchitecture.com

Civil/Structural Consultant:



MEP Consultant:
Charleston Engineering
1015 Meeting Street, Ste. 200
Charleston, SC 29403
803.542.8542
www.charlestonengineering.com

Structural:



Blatt, Peters & Associates, Inc.
1120 Queenborough Blvd., Ste. 202
Mt. Pleasant, SC 29464
Tel: 843.334.0400



NOT FOR CONSTRUCTION
Professional Seal

REVISIONS OF THE SHEET:
REVISION NO. DESCRIPTION
DATE BY CHECKED BY

Revision	Description	Date

EAST ELEVATION

A202

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MARLIN QUAY RESTAURANT & STORE

1508 S. Woodcreek Dr.
Murrells Inlet, SC 29575

Owner:
PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Woodcreek Dr.
Murrells Inlet, SC 29575

Architect of Record:



Charleston
604 Meeting Street, Ste. 103
Charleston, SC 29403
Phone: 803.582.4554
www.southcarolinaarchitect.com

Civil/Structural Consultant:



MEP Consultant:
Charleston Engineering
1015 Meeting Street, Ste. 200
Charleston, SC 29403
Tel: 803.582.4554

Structural:



Brett Peters & Associates, Inc.
1100 Queenborough Blvd., Ste. 200
Mt. Pleasant, SC 29464
Tel: 843.334-6800



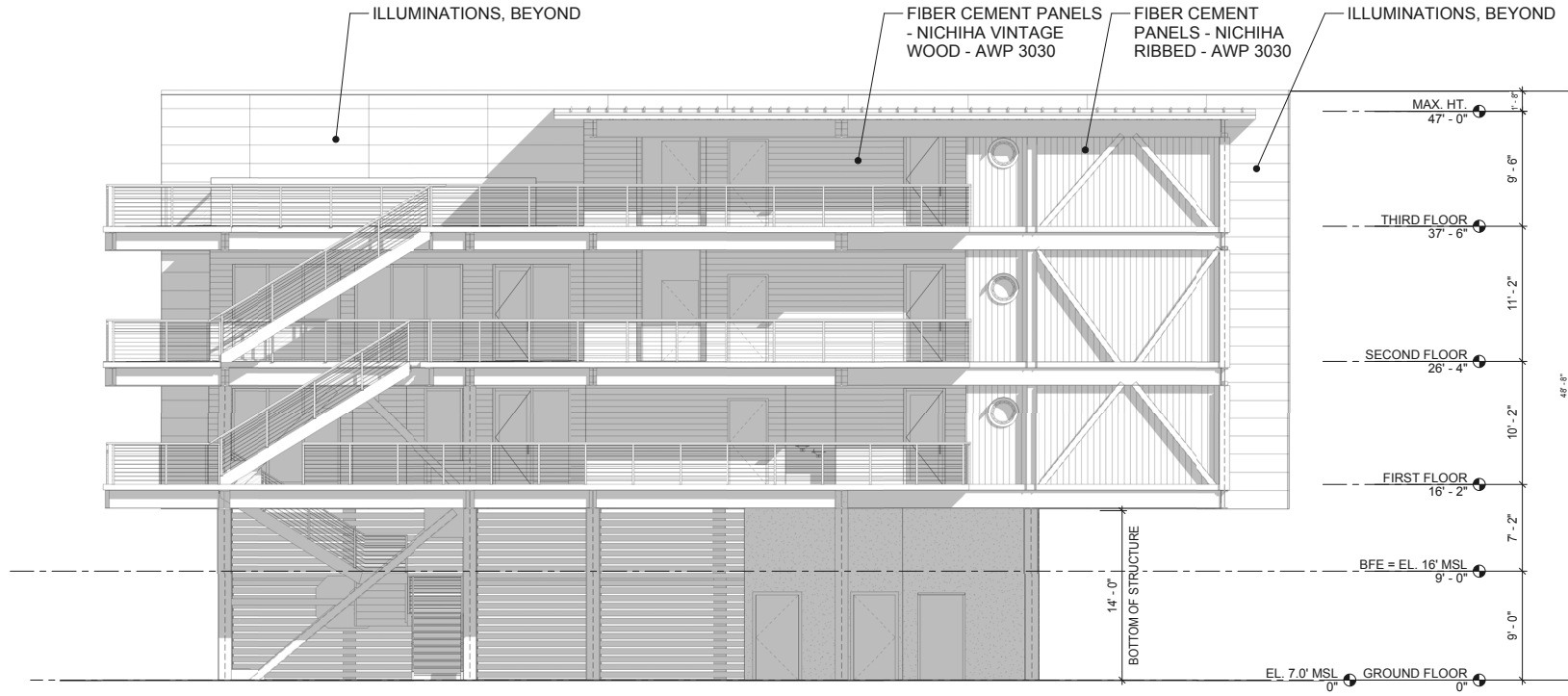
REVISIONS

Rev.	Description	Date

Job Number: 18118
Date: 10/09/18
Drawn by: BN
Checked by: LS

WEST ELEVATION

A203



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

MARLIN QUAY RESTAURANT & STORE

1508 S. Woodcove Dr.
Murrells Inlet, SC 29575

Owner:
PALMETTO INDUSTRIAL DEVELOPMENT
1508 S. Woodcove Dr.
Murrells Inlet, SC 29575

Architect of Record:



Charleston
84 Meeting Street, Ste. 103
Charleston, SC 29403
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Civil/Structural Consultant:



Charleston
1400 North Main Street
Charleston, SC 29403
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MEP Consultant:



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Charleston, SC 29401
803.540.1000
Mechanical/Plumbing/Electrical

Structural:



Brett, Peters & Associates, Inc.
11200 Quakerborough Blvd., Ste. 200
Mt. Pleasant, SC 29464
Tel: 843.334.0400



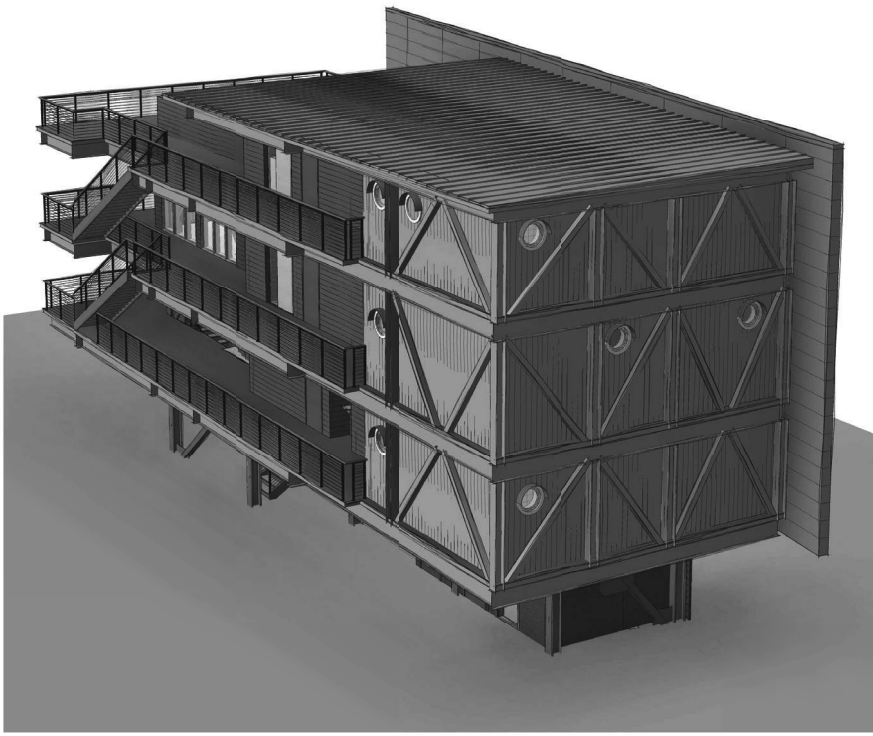
Job Number: 18118
Date: 10/03/18
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Checked by: Checker

Revisions:

Revisions	Description	Date

RENDERINGS

A210



2 SW CORNER HIGH



1 SW CORNER LOW

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MARLIN QUAY RESTAURANT & STORE

1508 S. Woodcove Dr.
Murrells Inlet, SC 29575

Owner:
PALMETTO INDUSTRIAL DEVELOPMENT
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Architect of Record:



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MEP Consultant:



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803.542.4400
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Structural:



Brett, Peters & Associates, Inc.
1120 Charleston Blvd., Ste. 202
Mt. Pleasant, SC 29464
Tel: 843.334.0400



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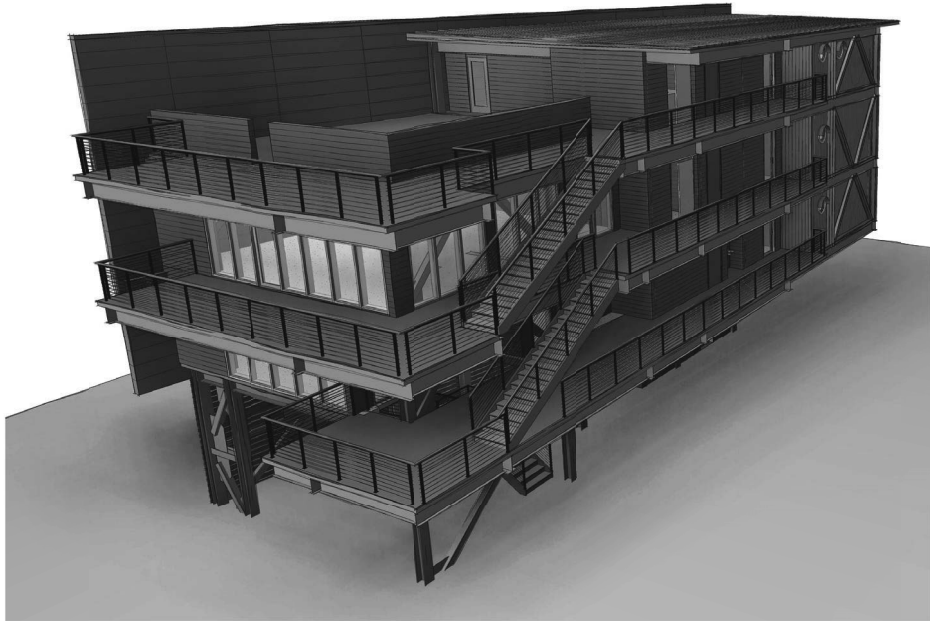
Job Number: 18118
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Revisions:

Revisions	Description	Date

RENDERINGS

A211



2 NW CORNER HIGH



1 NW CORNER LOW

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MARLIN QUAY RESTAURANT & STORE

1508 S. Woodcreek Dr. Murrells Inlet, SC 29575

Owner: PALMETTO INDUSTRIAL DEVELOPMENT 1508 S. Woodcreek Dr. Murrells Inlet, SC 29575

Architect of Record:



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Phone: 803.583.4554
www.sgaarchitecture.com

Civil/Structural Consultant:



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Charleston, SC 29403
Phone: 803.583.2000 Fax: 803.583.2008

MEP Consultant:



Charleston, SC
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Charleston, SC 29403
Phone: 803.583.2000

Structural:



Brett, Peters & Associates, Inc.
11201 Quakerborough Blvd., Ste. 200
Mt. Pleasant, SC 29464
Tel: 843.334-0500



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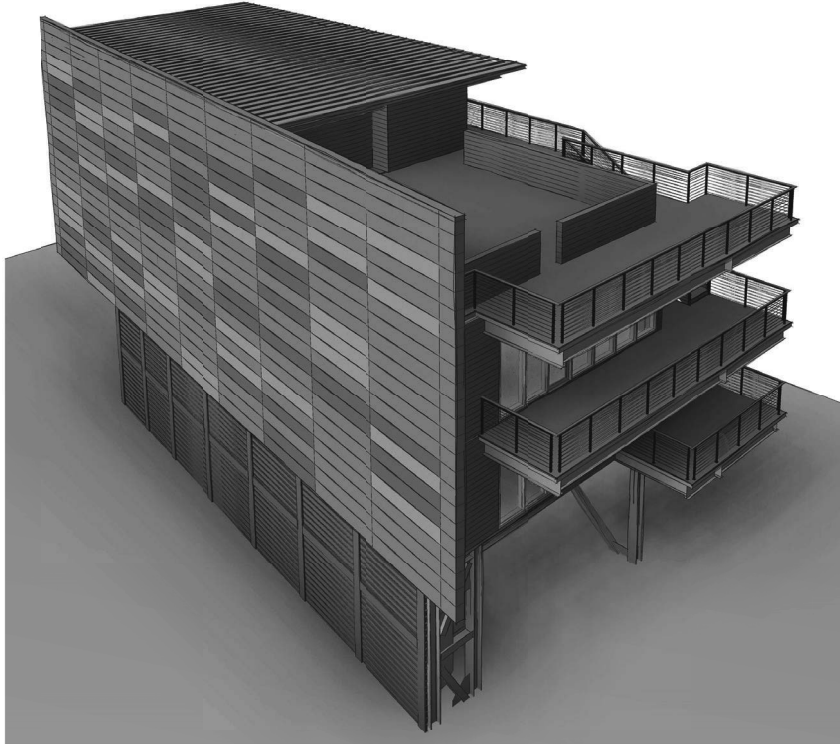
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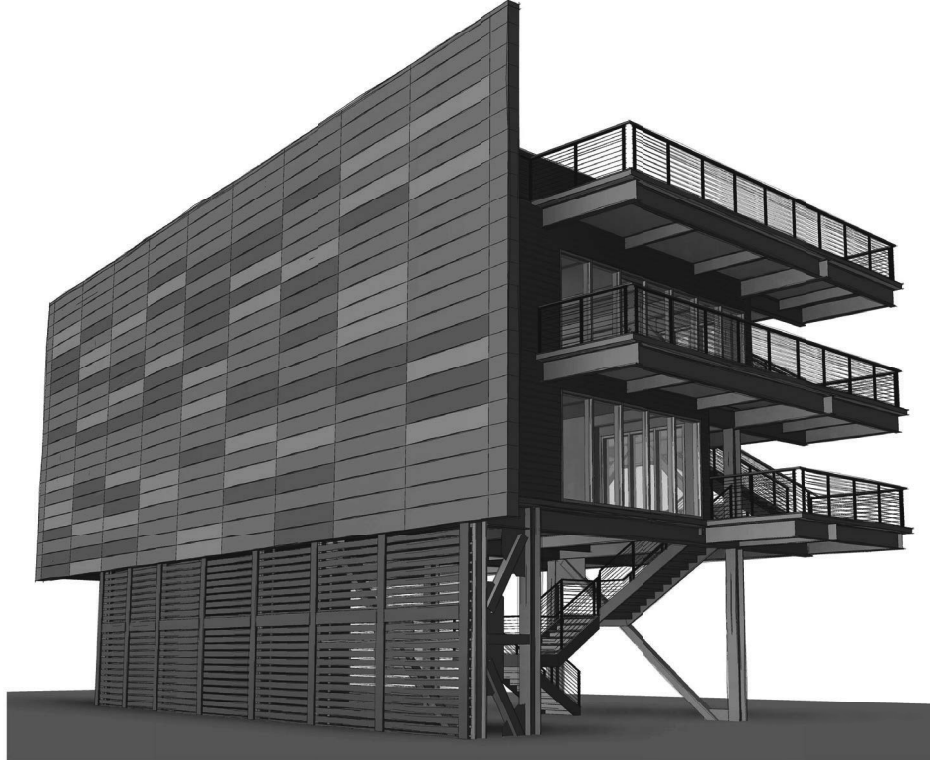
Revisions	Description	Date

RENDERINGS

A212



2 NE CORNER HIGH



1 NE CORNER LOW

December 11, 2018

VIA HAND DELIVERY
& VIA EMAIL – tfloyd@gtcounty.org

Georgetown County Council
129 Screven Street
Georgetown, SC 29442

Re: Proposed Amendment to Marlin Quay Planned Development
Ordinance No. 2018-40

Dear Sirs and Madams:

Introduction

The Council has before it Ordinance No. 2018-40, which seeks to amend the Marlin Quay Planned Development in order to permit construction of a new building on property owned by Palmetto Industrial Development, LLC (“Palmetto”). The Gulfstream Café, Inc. submits the following opposition to the Ordinance and respectfully requests that the Council decline to amend the Marlin Quay Planned Development for the following reasons. Palmetto’s application is both untimely and incomplete and therefore procedurally defective. Additionally, Palmetto’s proposed development will violate Georgetown County Zoning Ordinance provisions related to parking requirements. Palmetto’s proposed development also exceeds the building height and square footage permitted at Marlin Quay. Further, Palmetto’s proposed development constitutes a more intense use of the Marlin Quay PUD than is acceptable at this location. Finally, Palmetto’s proposed development will interfere with Gulfstream’s easement rights.

Discussion

The Georgetown County Zoning Ordinance treats a major change to a PUD as an amendment to the zoning ordinance, and all major changes must satisfy the requirements for an amendment. (Zoning Ordinance § 619.302). The Zoning Ordinance may only be amended when “the public necessity, convenience, general welfare, or good zoning practice justifies the action.” (Zoning Ordinance § 1701). The major change request must follow the amendment procedures set forth in Section 1702 of the Zoning Ordinance, including providing required documents to the Planning Commission and providing proper notice to affected property owners.

Palmetto presently requests to amend the Marlin Quay Planned Development to permit construction of a large, four-story building that is substantially larger than the structure it would replace. As set forth below, Palmetto's application contains procedural defects that render it invalid. Additionally, Palmetto's application is substantively deficient because the proposed development would violate the Zoning Ordinance, exceed the limitations contained in the Marlin Quay PUD, increase the intensity of use at Marlin Quay, and interfere with Gulfstream's easement.

A. Procedural Defects in Palmetto's Application

1. Palmetto's Application Is Untimely and Incomplete.

Palmetto's present application to amend the Marlin Quay PUD comes on the heels of a prior amendment sought in early 2018, which was Ordinance No. 2018-03. That amendment sought to construct a different building, and Palmetto has apparently abandoned the plans associated with Ordinance 2018-03.

Palmetto submitted the present application on August 27, 2018; however, that application was clearly incomplete and contained no plans, renderings, drawings, or other calculations related to the proposed building. Palmetto did not provide the Georgetown County Planning Commission with any drawings or plans for its proposed building until October 2018, approximately two weeks prior to the Planning Commission's hearing on Palmetto's application, which occurred on October 18, 2018. Section 1702.01 requires that an application to amend the Zoning Ordinance be submitted in proper form 45 days before it is heard by the Planning Commission. There is no question that Palmetto's application was incomplete and improper at the time it was submitted to the Planning Commission, and as a result the Planning Commission should not have considered the application.

Additionally, Palmetto's present application is its second request for a major change to the Marlin Quay PUD made during the past 12 months. Section 1702.1 of the Zoning Ordinance prohibits an applicant from seeking to amend the ordinance twice in a single year for the same parcel of property. Palmetto's last application was heard by the Planning Commission in January 2018 and considered by the Council in February 2018. It is too soon for Palmetto to seek yet another amendment to the Marlin Quay PUD.

Further, Palmetto did not notify property owners in the area directly impacted. The Zoning Ordinance requires Palmetto to send letters to each property owner within 400 feet of the subject property containing certain information regarding the requested major change. (Zoning Ordinance § 1702.206). There are more than 300 property owners within this 400-foot radius, including multiple condominium complexes. Palmetto's application does not indicate that it sent notice to these property owners. The planning staff report does not indicate how many property owners were notified.

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

B. Substantive Defects in Palmetto's Application.

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

Palmetto's proposed development would violate the Zoning Ordinance because it does not contain sufficient parking. Section 1102.1 of the Georgetown County Zoning Ordinance provides minimum requirements for off-street parking. Planning staff has determined that Palmetto's proposed development would require 51 parking spaces. Staff has determined that there are 62 available spots in the parking lot adjacent to Palmetto's proposed building.

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

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

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

The planning staff erred by analyzing Palmetto's parking requirements in a vacuum and ignoring the other, existing uses of the parking lot. The reality is that the Marlin Quay PUD does not have enough parking spaces to support Palmetto's large redevelopment in addition to Gulfstream Café and Marlin Quay Marina. Palmetto's

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

proposed building will violate Georgetown County Zoning Ordinance parking requirements, and the Council should deny Palmetto's application.

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

The planning Staff report states that Palmetto's proposed building is the same size as the Snack Bar that was demolished in 2016. The staff is incorrect. The Snack Bar contained 4,600 square feet, and this calculation included both enclosed space and unheated space. By the staff's own calculations, Palmetto's new development would contain 4,598 square feet of enclosed space and 5,326 square feet of unheated space, which includes three outdoor decks. When comparing apples to apples and using the staff's own calculations, Palmetto is seeking to replace a 4,600 square foot building with a more than 9,000 square foot building.²

Palmetto's proposed development greatly exceeds the square footage requirements of the Marlin Quay PUD. Nothing in the PUD permits Palmetto to build a more than 9,000 square foot building, and Palmetto has not sought an amendment to the PUD to enlarge the size of its building. In fact, the PUD documents contemplate only a 1,200 square foot marina store in the location where Palmetto intends to construct the proposed development. The Council should deny the application to construction this building that grossly exceeds the maximum square footage allowed by the PUD.

Palmetto seeks to amend the Marlin Quay PUD to exceed the height limit contained in the PUD. The proposed building would be 47 feet tall, which exceeds the 45 foot height limit in Marlin Quay. If Palmetto were simply building a 4,600 square foot building (including both heated and unheated space), there would be no need to exceed this height limit. Instead, Palmetto is constructing a 9,000 plus square foot structure, and the only way to fit that structure on its property is by exceeding the height limit. The County should reject Palmetto's request to exceed the height limit of the Marlin Quay PUD because that request is tied to Palmetto's attempt to build an excessively large building.

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

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

² Palmetto's architect, Steve Goggans, has acknowledged that Palmetto's proposed building is much larger than the Snack Bar.

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

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

As discussed above, Palmetto seeks to build a 47-foot tall building with approximately 9,000 square feet. That building would replace the Snack Bar which was 1.5 stories, and contained 4,600 square feet, including both enclosed and unenclosed space. There is accordingly no question that the intensity of land use in the Marlin Quay area will greatly increase.

Additionally, Palmetto plans to build a full-service restaurant that would contain 110 seats and an occupancy limit of 359 people. Notably, even if only 110 people can sit in the building, an additional 200 can fit, standing up, on one of the three outdoor decks. This full-service restaurant would replace the Snack Bar, which had less than 2,000 square feet and approximately 70 seats. The Snack Bar did not contain a full, commercial kitchen, and it was not open during the evenings. By moving from a 2,000 square foot, 70-seat snack bar to a full-service restaurant, Palmetto's proposed development would increase the intensity of land use at Marlin Quay.

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

Planning staff did not consider the increase in intensity of use associated with Palmetto's proposed development. It is clear that increased building height, increased restaurant size, and increased traffic all qualify as intensity impacts under Section 619.3023. There is no basis for increasing the intensity of use at Marlin Quay, and the Council should deny Palmetto's application. At a minimum, the Council should remand the application for evaluation of the intensity impacts.

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

As the Council is likely aware, Gulfstream possesses an easement for parking at Marlin Quay. Palmetto's proposed building would interfere with Gulfstream's perpetual easement. The scope of Gulfstream's easement was the subject of litigation between

Palmetto and Gulfstream. Gulfstream prevailed in that litigation, and the Court permanently enjoined Palmetto from interfering with Gulfstream's easement, and the Court limited the area on which Palmetto can construct a building. It is apparent that Palmetto's proposed building will interfere with Gulfstream's easement and violate the Court's injunction.

The Court's injunction prohibits Palmetto from interfering with the easement. The Court has already held Palmetto in contempt on two occasions for violating this injunction. Based on the extreme size of the proposed building and the fact that the building would be cantilevered over the parking lot, it will be impossible for Palmetto to construct the proposed building without physically blocking large portions of the easement area and interfering with Gulfstream's right to use the parking lot. Accordingly, any attempt by Palmetto to construct the building would represent further contempt of the Court's order.

Additionally, it appears that portions of Palmetto's proposed building would sit on Gulfstream's easement, and the operation of Palmetto's proposed building would overburden the parking lot in a manner that interferes with Gulfstream's easement. Gulfstream reserves the right to challenge the impact of Palmetto's current plans on Gulfstream's easement, and the outcome of any challenge could require Palmetto to submit yet another set of plans.

Further, if Georgetown County approves Palmetto's major change request, that approval would violate Gulfstream's constitutional rights, materially reduce the value of Gulfstream's property and easement rights, and therefore constitute a taking without compensation. In this scenario, Gulfstream would be permitted to seek damages for this taking.

It does not constitute good zoning practices for the Council to approve Palmetto's requested change to the Marlin Quay PUD. Instead, the Council should deny the application until Palmetto submits a proposal that does not interfere with Gulfstream's easement.

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

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

- Violate Zoning Ordinance requirements related to parking;

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

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

Sincerely,


Adam D. Nugent

This Ordinance, No. 2018-40, has been reviewed by me and is hereby approved as to form and legality.



Wesley P. Bryant
Georgetown County Attorney

First Reading: November 13, 2018

Second Reading: December 11, 2018

Third Reading: January 8, 2019

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT
 COUNTY OF GEORGETOWN) CIVIL ACTION NO. 2019-CP-22-00212

The Gulfstream Café, Inc.,)
)
 Plaintiff,)
)
 vs.)
)
 Georgetown County, Georgetown County)
 Council, John Thomas, Ron Charlton, Lillie)
 Johnson, Austin Beard, Steve Goggans, and)
 Louis Morant, individually and in their)
 official capacity as Georgetown County)
 Councilmembers,)
)
 Defendants.)
 _____)

DEFENDANTS’ ANSWER
 (Jury Trial Demanded)

Defendants Georgetown County, Georgetown County Council, John Thomas, Ron Charlton, Lillie Johnson, Austin Beard, Steve Goggans, and Louis Morant, individually and in their capacity as Georgetown County Councilmembers, (collectively, “Defendants”), answering the Complaint, without waiving, and specifically reserving, their Motion to Dismiss Counts II, III, IV, V, and VIII of the Complaint submitted prior to this Answer, would respectfully show and alleged unto this Honorable Court as follows:

FIRST DEFENSE

1. Each and every allegation not hereinafter admitted, modified, or qualified is denied.
2. The allegations of Paragraphs 1, 2, 3, and 4 are denied.
3. The allegations of Paragraph 5 are admitted.
4. The allegations of Paragraphs 6, 7, 8, 9, 10, 11, 12, 13, and 14 are denied.
5. The allegations of Paragraphs 15 and 16 are admitted.

6. The allegations of Paragraph 17 are denied.
7. The allegations of Paragraph 18 are admitted.
8. The allegations of Paragraphs 19, 20, and 21 are denied.
9. In answering Paragraphs 22, 23, and 24, the terms and conditions of any easements granted to Plaintiff are set forth in said easements and are governed by applicable South Carolina law.
10. The allegations of Paragraphs 25, 26, 27, 28, and 29 are denied.
11. In answering Paragraph 30, it is admitted that Palmetto submitted an application for a major amendment. The remaining allegations are denied.
12. The allegations of Paragraph 31 are denied.
13. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraphs 32 and 33 and therefore deny the same.
14. In answering Paragraph 34, it is admitted that Palmetto submitted an application for a major amendment. The remaining allegations are denied.
15. The allegations of Paragraphs 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 47 are denied.
16. The allegations of Paragraph 48 are admitted.
17. The allegations of Paragraphs 49 and 50 are denied.
18. The allegations of Paragraph 51 are admitted.
19. The allegations of Paragraphs 52, 53, 54, 55, and 56 are denied.
20. The allegations of Paragraph 57 are admitted.
21. The allegations of Paragraphs 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, and 71 are denied.

22. In answering Paragraph 72, it is admitted Palmetto submitted an application for a major amendment. The remaining allegations are denied.

23. The allegations of Paragraphs 73, 74, 75, 76, 77, and 78 are denied.

24. In answering Paragraph 79, it is admitted that Article I, Section 3 of the South Carolina Constitution contains the quoted language. The remaining allegations are denied.

25. The allegations of Paragraphs 80, 81, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 93, and 94 are denied.

26. In answering Paragraph 86, Defendants crave reference to the Fourteenth Amendment to the United States Constitution and deny all allegations inconsistent therewith.

27. In answering Paragraph 95, it is admitted that Article I, Section 3 of the South Carolina Constitution contains the quoted language. The remaining allegations are denied.

28. The allegations of Paragraphs 96, 97, 98, 99, 100, 101, 102, 103, 104, 106, 107, 108, 109, 110, 111, 112, 113, 114, and 115 are denied.

29. In answering Paragraph 105, Defendants crave reference to the Fourteenth Amendment to the United States Constitution and deny all allegations inconsistent therewith

30. In answering Paragraph 116, it is admitted that Article I, Section 3 of the South Carolina Constitution contains the quoted language. The remaining allegations are denied.

31. The allegations of Paragraphs 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, and 128 are denied.

32. To the extent a response is required to the WHEREFORE paragraph (prayer for relief), or any of its subparts, the same are denied.

SECOND DEFENSE

33. The allegations of the First Defense are incorporated herein by reference and made a part and parcel hereof.

34. Defendants incorporate by reference all arguments asserted in their Memorandum in Support of their Motion to Dismiss into this Answer as affirmative defenses.

THIRD DEFENSE

35. The allegations of the First and Second Defense are incorporated herein by reference and made a part and parcel hereof.

36. Gulfstream's claims are barred, in whole or in part, under the doctrine of unclean hands.

FOURTH DEFENSE

37. The allegations of First, Second, and Third Defense are incorporated herein by reference and made a part and parcel hereof.

38. Gulfstream does not have a property interest in the Amended Ordinance and lacks a right to pursue any and all claims against Defendants.

FIFTH DEFENSE

39. The allegations of the First, Second, Third, and Fourth Defense are incorporated herein by reference and made a part and parcel hereof.

40. Gulfstream's Section 1983 causes of action fail against Defendants because they are entitled to qualified immunity.

SIXTH DEFENSE

41. The allegations of the First, Second, Third, Fourth, and Fifth Defense are incorporated herein by reference and made a part and parcel hereof.

42. Gulfstream's claims are barred for failing to exhaust all administrative remedies.

SEVENTH DEFENSE

43. The allegations of the First, Second, Third, Fourth, Fifth, and Sixth Defense are incorporated herein by reference and made a part and parcel hereof.

44. The claims asserted against Defendants are barred, in whole or in part, for failure to prove damages as a result of the allegations asserted.

EIGHTH DEFENSE

45. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Defense are incorporated herein by reference and made a part and parcel hereof.

46. The Defendants assert that any recovery is barred, in whole or in part, as a result of the doctrine of election of remedies. The Plaintiff seeks duplicate remedies under multiple causes of action that would result in double recovery.

WHEREFORE, having fully answered Gulfstream's Complaint, Defendants pray that Gulfstream's Complaint be dismissed in its entirety with prejudice, and for such other and further relief as this Court deems just and proper.

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April 11, 2019

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN) CIVIL ACTION NO. 2019-CP-22-00212

The Gulfstream Café, Inc.,)
)
Plaintiff,)
)
vs.)
)
Georgetown County, Georgetown County)
Council, John Thomas, Ron Charlton, Lillie)
Johnson, Austin Beard, Steve Goggans, and)
Louis Morant, individually and in their)
official capacity as Georgetown County)
Councilmembers,)
)
Defendants.)
_____)

**DEFENDANTS’
AMENDED ANSWER**
(Jury Trial Demanded)

Defendants Georgetown County, Georgetown County Council, John Thomas, Ron Charlton, Lillie Johnson, Austin Beard, Steve Goggans, and Louis Morant, individually and in their capacity as Georgetown County Councilmembers (collectively, “Defendants”), would respectfully show and allege unto this Honorable Court as follows:

FIRST DEFENSE

1. Each and every allegation not hereinafter admitted, modified, or qualified is denied.
2. The allegations of Paragraphs 1, 2, 3, and 4 are denied.
3. The allegations of Paragraph 5 are admitted.
4. The allegations of Paragraphs 6, 7, 8, 9, 10, 11, 12, 13, and 14 are denied.
5. The allegations of Paragraphs 15 and 16 are admitted.
6. The allegations of Paragraph 17 are denied.
7. The allegations of Paragraph 18 are admitted.

8. The allegations of Paragraphs 19, 20, and 21 are denied.
9. In answering Paragraphs 22, 23, and 24, the terms and conditions of any easements granted to Plaintiff are set forth in said easements and are governed by applicable South Carolina law.
10. The allegations of Paragraphs 25, 26, 27, 28, and 29 are denied.
11. In answering Paragraph 30, it is admitted that Palmetto submitted an application for a major amendment. The remaining allegations are denied.
12. The allegations of Paragraph 31 are denied.
13. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraphs 32 and 33 and therefore deny the same.
14. In answering Paragraph 34, it is admitted that Palmetto submitted an application for a major amendment. The remaining allegations are denied.
15. The allegations of Paragraphs 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 47 are denied.
16. The allegations of Paragraph 48 are admitted.
17. The allegations of Paragraphs 49 and 50 are denied.
18. The allegations of Paragraph 51 are admitted.
19. The allegations of Paragraphs 52, 53, 54, 55, and 56 are denied.
20. The allegations of Paragraph 57 are admitted.
21. The allegations of Paragraphs 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, and 71 are denied.
22. In answering Paragraph 72, it is admitted Palmetto submitted an application for a major amendment. The remaining allegations are denied.

23. The allegations of Paragraphs 73, 74, 75, 76, 77, and 78 are denied.

24. In answering Paragraph 79, it is admitted that Article I, Section 3 of the South Carolina Constitution contains the quoted language. The remaining allegations are denied.

25. The allegations of Paragraphs 80, 81, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 93, and 94 are denied.

26. In answering Paragraph 86, Defendants crave reference to the Fourteenth Amendment to the United States Constitution and deny all allegations inconsistent therewith.

27. In answering Paragraph 95, it is admitted that Article I, Section 3 of the South Carolina Constitution contains the quoted language. The remaining allegations are denied.

28. The allegations of Paragraphs 96, 97, 98, 99, 100, 101, 102, 103, 104, 106, 107, 108, 109, 110, 111, 112, 113, 114, and 115 are denied.

29. In answering Paragraph 105, Defendants crave reference to the Fourteenth Amendment to the United States Constitution and deny all allegations inconsistent therewith.

30. In answering Paragraph 116, it is admitted that Article I, Section 3 of the South Carolina Constitution contains the quoted language. The remaining allegations are denied.

31. The allegations of Paragraphs 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, and 128 are denied.

32. To the extent a response is required to the WHEREFORE paragraph (prayer for relief), or any of its subparts, the same are denied.

SECOND DEFENSE

33. The allegations of the First Defense are incorporated herein by reference and made a part and parcel hereof.

34. Defendants incorporate by reference all arguments asserted in their Memorandum in Support of their Motion to Dismiss into this Amended Answer as affirmative defenses.

THIRD DEFENSE

35. The allegations of the First and Second Defenses are incorporated herein by reference and made a part and parcel hereof.

36. Gulfstream's claims are barred, in whole or in part, under the doctrine of unclean hands.

FOURTH DEFENSE

37. The allegations of First, Second, and Third Defenses are incorporated herein by reference and made a part and parcel hereof.

38. Gulfstream does not have a property interest in the Amended Ordinance and lacks a right to pursue any and all claims against Defendants.

FIFTH DEFENSE

39. The allegations of the First, Second, Third, and Fourth Defenses are incorporated herein by reference and made a part and parcel hereof.

40. Gulfstream's Section 1983 causes of action fail against Defendants because they are entitled to qualified immunity and the individual councilmembers are also entitled to absolute immunity.

SIXTH DEFENSE

41. The allegations of the First, Second, Third, Fourth, and Fifth Defenses are incorporated herein by reference and made a part and parcel hereof.

42. Gulfstream's claims are barred for failing to exhaust all administrative remedies.

SEVENTH DEFENSE

43. The allegations of the First, Second, Third, Fourth, Fifth, and Sixth Defenses are incorporated herein by reference and made a part and parcel hereof.

44. The claims asserted against Defendants are barred, in whole or in part, for failure to prove damages as a result of the allegations asserted.

EIGHTH DEFENSE

45. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Defenses are incorporated herein by reference and made a part and parcel hereof.

46. The Defendants assert that any recovery is barred, in whole or in part, as a result of the doctrine of election of remedies. The Plaintiff seeks duplicate remedies under multiple causes of action that would result in double recovery.

NINTH DEFENSE

47. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Defenses are incorporated herein by reference and made a part and parcel hereof.

48. The Defendants assert *res judicata*, collateral estoppel, and issue preclusion as affirmative defenses.

TENTH DEFENSE

49. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Defenses are incorporated herein by reference and made a part and parcel hereof.

50. The Defendants assert that Plaintiff has failed to properly bring this action within the time allowed under § 6-29-760, Code of Laws of the State of South Carolina.

ELEVENTH DEFENSE

51. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Defenses are incorporated herein by reference and made a part and parcel hereof.

52. The individual Defendants are protected by legislative immunity from any claims asserted by the Plaintiff.

TWELFTH DEFENSE

53. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Defenses are incorporated herein by reference and made a part and parcel hereof.

54. Upon dismissal of any of the Plaintiff's claims, the Defendant Georgetown County is entitled to recover its attorney's fees and costs from the Plaintiff.

WHEREFORE, having fully answered Gulfstream's Complaint, Defendants pray that Gulfstream's Complaint be dismissed in its entirety with prejudice, for an order directing that the Plaintiff pay the Defendant Georgetown County its attorneys' fees and costs incurred in the defense of this action, and for such other and further relief as this Court deems just and proper.

Dated: August 11, 2021

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