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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

Carolyn C. Matthews, Administrative Law Judge

Docket No. 10-ALJ-07-0217-CC

DTG Holdings, LLC and Jasper Station Associates, LLC

Respondents,

vs.

South Carolina Department of Health and Environmental Control

Appellant,

RECORD ON APPEAL

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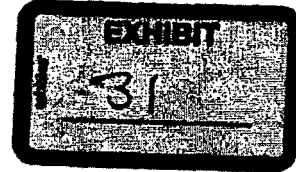
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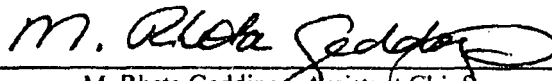
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Pet 31



South Carolina
**NPDES GENERAL PERMIT
FOR
STORM WATER DISCHARGES
FROM
LARGE AND SMALL CONSTRUCTION ACTIVITIES**

In compliance with the provisions of the SC Pollution Control Act (S.C. Code Sections 48-1-10 *et seq.*, 1976) and with the provisions of the Clean Water Act, 33 U.S.C. §1251 *et seq.*, (hereafter CWA or the Act), as amended by the Water Quality Act of 1987, P.L. 100-4, Operators of large and small construction activities that are described in Subpart 1.3 of this National Pollutant Discharge Elimination System (NPDES) general permit, except for those activities excluded from authorization of discharge in Subpart 1.3.C of this permit, are authorized to discharge pollutants to Surface Waters of the State in accordance with the conditions and requirements set forth herein. Permit coverage is required from the "commencement of construction activities" until "final stabilization" as defined in Appendix A.


M. Rheta Geddings, Assistant Chief

Bureau of Water

Permit No.: SCR100000

Issued: August 1, 2006

Effective: September 1, 2006

Expires: August 31, 2011

000835

NPDES General Permit for Storm Water Discharges From Construction Activities

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PART 1: COVERAGE UNDER THIS PERMIT

1.1 Introduction

This Construction General Permit (CGP) authorizes storm water discharges from large and small construction activities where those discharges enter Surface Waters of the State or a municipal separate storm sewer system (MS4) leading to Surface Waters of the State subject to the conditions set forth in this permit. This permit also authorizes storm water discharges from any other construction activity designated by DHEC where DHEC makes that designation based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to Surface Waters of the State. This permit replaces the storm water construction general permit (NPDES # SCR100000) issued January 15, 1998. Any references to the 1998 CGP in this permit refer to that permit.

This permit is presented in a reader-friendly, plain language format. This permit uses the terms "you" and "your" to identify the person(s) who owns or operates a "facility" or "activity" as defined in Appendix A and who must comply with the conditions of this permit. This format should allow you, the permittee and Operator of a large or small construction activity, to easily locate and understand applicable requirements. The goal of this permit is to reduce or eliminate storm water pollution from construction activity by requiring that you plan and implement appropriate pollution control practices to protect water quality.

1.2 Permit Area

This permit covers all areas of South Carolina including Indian lands.

1.3 Eligibility

Permit eligibility is limited to discharges from "large" and "small" construction activity as defined in Appendix A. This general permit contains eligibility restrictions, as well as permit conditions and requirements. You may have to take certain actions to be eligible for coverage under this permit. In such cases, you must continue to satisfy those eligibility provisions to maintain permit authorization. If you do not meet the requirements that are a pre-condition to eligibility, then resulting discharges constitute un-permitted discharges. By contrast, if you do not comply with the requirements of the general permit, you may be in violation of the general permit for your otherwise eligible discharges.

A. Allowable Storm Water Discharges

Subject to compliance with the terms and conditions of this permit, you are authorized to discharge pollutants in:

1. Storm water associated with large and small construction activity as defined in Appendix A;
2. Storm water discharges designated by DHEC as needing a storm water permit under §122.26(a)(1)(v) or §122.26(b)(15)(ii) of SC Regulation 61-9;

3. Discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided:
 - a. The support activity is directly related to the construction Site required to have NPDES permit coverage for discharges of storm water associated with construction activity;
 - b. The support activity is not a commercial operation serving multiple unrelated construction Projects by different Operators, and does not operate beyond the completion of the construction activity at the last construction Project it supports; and
 - c. Appropriate controls and measures are identified in a Storm Water Pollution Prevention Plan (SWPPP) covering the discharges from the support activity areas.
4. Discharges composed of allowable discharges listed in Subparts 1.3.A and 1.3.B commingled with a discharge authorized by a different NPDES permit and/or a discharge that does not require NPDES permit authorization.

B. Allowable Non-Storm Water Discharges

You are authorized for the following non-storm water discharges, provided the non-storm water component of the discharge is in compliance with Subpart 3.5 (Non-Storm Water Discharge Management):

1. Discharges from fire-fighting activities;
2. Fire hydrant flushings;
3. Waters used to wash vehicles where detergents are not used;
4. Water used to control dust in accordance with Subpart 3.4.J;
5. Potable water including uncontaminated water line flushings;
6. Routine external building wash down that does not use detergents;
7. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used;
8. Uncontaminated air conditioning or compressor condensate;
9. Uncontaminated ground water or spring water;
10. Foundation or footing drains where flows are not contaminated with process materials such as solvents;
11. Uncontaminated excavation dewatering;

12. Landscape irrigation.

C. Limitations on Coverage

1. This permit does not authorize post-construction discharges that originate from the Site after construction activities have been completed and the Site has achieved final stabilization, including any temporary support activity. Post-construction storm water discharges from industrial sites may need to be covered by a separate NPDES permit.
2. This permit does not authorize storm water discharges associated with construction activity that have been covered under an individual permit or required to obtain coverage under an alternative general permit in accordance with Subpart 4.2.
3. This permit does not authorize discharges that DHEC, prior to authorization under this permit, determines will cause, have the reasonable potential to cause, or contribute to a violation of any applicable water quality standard. Where such a determination is made prior to authorization, DHEC may notify you that an individual permit application is necessary in accordance with Subpart 4.2. However, DHEC may authorize your coverage under this permit after you have included appropriate controls and implementation procedures in your SWPPP designed to bring your discharge into compliance with water quality standards.
4. Discharging into Receiving Waters With an Approved Total Maximum Daily Load Analysis
 - a. You are not eligible for coverage under this permit for discharges of pollutants of concern to waters for which there is a total maximum daily load (TMDL) in effect that is applicable stormwater construction discharges unless you incorporate into your SWPPP measures or controls that are consistent with the assumptions and requirements of such TMDL. To be eligible for coverage under this general permit, you must incorporate into your SWPPP any conditions applicable to your discharges necessary for consistency with the assumptions and requirements of such TMDL. If a specific wasteload allocation has been established that would apply to your discharge, you must incorporate that allocation into your SWPPP and implement necessary steps to meet that allocation.
 - b. In a situation where a TMDL has specified a general wasteload allocation applicable to construction storm water discharges, but no specific requirements for construction Sites have been identified in the TMDL, you should consult with the Department to confirm that adherence to a SWPPP that meets the requirements of the CGP will be consistent with the TMDL. Where a TMDL has not specified a wasteload allocation applicable to construction storm water discharges, but has not specifically excluded these discharges, adherence to a SWPPP that meets the requirements of the CGP will generally be assumed to be consistent with the approved TMDL. If the TMDL specifically precludes such discharges, the Operator is not eligible for coverage under the CGP.

1.4 Waivers for Certain Small Construction Activities

Three scenarios exist under which small construction activities (see definition in Appendix A) may be waived from the NPDES permitting requirements detailed in this CGP. These exemptions are predicated on certain criteria being met and proper notification procedures being followed. Details of the waiver options and procedures for requesting a waiver are provided in Appendix B.

PART 2: AUTHORIZATION FOR DISCHARGES OF STORM WATER FROM CONSTRUCTION ACTIVITY

Except for Projects that are located in Horry, Georgetown, Berkeley, Charleston, Dorchester, Colleton, Beaufort, or Jasper County and disturb 0.5 acres or less, to obtain coverage under this CGP, you, the Owner or Operator, must prepare and submit a complete and accurate Notice of Intent (NOI) and the other required information, as described in this Part. Discharges will not be authorized if your NOI is incomplete or inaccurate or if you are not eligible for permit coverage. Unless the Department specifically requests that an NOI be submitted, all Projects that are located in Horry, Georgetown, Berkeley, Charleston, Dorchester, Colleton, Beaufort, or Jasper County and disturb 0.5 acres or less are not required to submit an NOI, but are automatically granted coverage under this general permit provided the appropriate Best Management Practices are being used.

2.1 Authorization to Discharge Date

This permit is effective on September 1, 2006 and is effective for five years, expiring at midnight on August 31, 2011.

A. For all Projects except for SC Department of Transportation Projects.

1. When your SWPPP is reviewed and approved by an implementing entity under SC Regulation 72-300 (if applicable); another local government program acceptable to DHEC; or, when applicable, the owner of the municipal separate storm sewer system that receives your storm water discharges, and if DHEC does not send a letter within 7 business days of the receipt of a complete NOI authorizing coverage, denying coverage, requesting additional information or advising you that DHEC has decided to also review the SWPPP, coverage under this CGP is automatically granted.
2. When DHEC reviews your SWPPP, if DHEC does not send a letter authorizing coverage, denying coverage, or requesting additional information within 20 days of the receipt of the complete NOI, coverage under this CGP is automatically granted.

B. For SC Department of Transportation Projects, your SWPPP must be submitted to DHEC. DHEC may require review and approval of your SWPPP prior to granting you coverage under this CGP. If DHEC does not send a letter authorizing coverage, denying coverage, or advising that a review of the SWPPP will take place within 10 business days of receipt of the NOI, coverage will automatically be granted.

C. If a US Army Corps of Engineers' 404 Permit is required by Section 404 of the CWA Act for permanent or temporary storm water control structures, DHEC may not grant you coverage under this CGP until the 404 Permit has been issued and is effective.

1. In situations where the 404 Permit decision will not affect the implementation of the SWPPP, the Department will issue approval of the SWPPP and grant coverage under this permit before the 404 Permit decision is effective.
 2. In situations where the 404 Permit decision will affect only a portion of the "Project Area", the Department may grant the unaffected portion of the "Project Area" coverage under this permit. The remaining portion of the "Project Area" will be considered after the 404 Permit is issued and effective.
 3. In situations where the entire "Project Area" is affected by the 404 Permit decision, the Department will not grant coverage under this general permit until the 404 Permit decision is issued and effective.
- D. When permanent or temporary structures will be placed in State Navigable Waters, the Department will address any issues related to State Navigable Waters' Program under SC Regulation 19-450 during the review of the SWPPP rather than requiring a separate State Navigable Waters Permit.
- E. DHEC may deny or delay your coverage based on eligibility considerations of Subpart 1.3 (e.g., TMDL concerns).

2.2 Notice of Intent Contents and Other Required Information

- A. You must use the NOI form (or a photocopy thereof) provided by the Department. This form will be made available on our WEB site at:

<http://www.scdhec.net/eqc/admin/html/eqforms.html#Water>

If DHEC makes other NOI forms available (either directly, by public notice, or by making information available on the Internet), you may take advantage of any of those options to satisfy the NOI use requirements of this Subpart.

- B. You must provide the following information on the NOI form:

1. Operator name, address, telephone number, and Employer Identification Number (EIN) as established by the U.S. Internal Revenue Service;
2. Project/Site name, address; county or similar governmental subdivision, and latitude/longitude of your construction Project or Site;
3. Whether your Site is located in Indian country and if so, the name of the Reservation, if applicable;
4. Whether the SWPPP has been prepared in accordance with this CGP;
5. Name of the Water(s) of the State into which your Site discharges;

6. Indication whether your discharge is consistent with the assumptions and requirements of applicable TMDLs;
 7. Estimated dates of commencement of construction activity and final stabilization (i.e., Project start and completion dates);
 8. Total acreage (to the nearest tenth acre) to be disturbed for which you are requesting permit coverage; and
 9. A certification statement, signed and dated by an authorized representative as defined in §122.22 of SC Regulation 61-9 (see Appendix C of this permit), and the name and title of that authorized representative.
- C. The following information must also be submitted with the NOI form for the NOI application to be complete:
1. The fee for coverage under this CGP. A check made payable to SC DHEC must be submitted. SC Regulation 61-30, Environmental Protection Fees, governs this fee. At the time of issuance of this CGP the fee was \$125.
 2. a. For Projects not owned or managed by the SC Department of Transportation:
 - i. If approval of the SWPPP is required under either SC Regulation 72-300 or an applicable MS4 Program or other local program acceptable to DHEC:
 - (1) A copy of the State, MS4, or local application;
 - (2) For non-linear Projects, a copy of the approved SWPPP with the supporting documents and calculations. For linear Projects, this is only applicable if specifically requested. This information is not required if there is a written agreement or memorandum of understanding between DHEC and the Operator of the applicable MS4 or other local program acceptable to DHEC that addresses the availability of the approved SWPPP to DHEC through the local entity that maintains a copy of the approved SWPPP;
 - (3) A copy of the approval of the SWPPP from the entity implementing SC Regulation 72-300 or an applicable MS4 Program or other local program acceptable to DHEC; and
 - (4) If DHEC's Bureau of Water also reviews your SWPPP prior to granting coverage under this CGP, the NPDES plan review fee of \$100 per disturbed acre not to exceed \$2,000.
 - ii. If approval of the SWPPP is not required under SC Regulation 72-300 or an applicable MS4 program or other local program acceptable to DHEC:

- (1) Three copies of the SWPPP;
- (2) For non-linear Projects, the supporting calculations and documents. Linear Projects must submit supporting calculations and documents when requested; and
- (3) The plan review fee of \$100 per disturbed acre not to exceed \$2,000.

b. For SC Department of Transportation Projects:

- i. The SWPPP;
 - ii. The supporting calculations and documents, when requested; and
 - iii. The plan review fee of \$100 per disturbed acre not to exceed to \$2000. The plan review fee is applicable only if DHEC reviews your SWPPP prior to granting coverage under this CGP.
3. For Projects located in Horry, Georgetown, Berkeley, Charleston, Dorchester, Colleton, Beaufort, or Jasper County, a copy of a letter from DHEC's Office of Ocean and Coastal Resource Management that states the proposed Project is consistent with the Coastal Zone Management Plan.

2.3 Submission Deadlines

- A. New Projects: Except as given in the first paragraph of Part 2, to obtain coverage under this permit, you must submit a complete and accurate NOI with the other required information and be authorized consistent with Subpart 2.1 prior to your commencement of construction activities.
- B. Permitted Ongoing Projects: If you previously received authorization to discharge for the current phase of your Project under the 1998 CGP, you are automatically covered under this permit without resubmitting an NOI.
1. You must comply with the terms and conditions of the 1998 CGP under which you were previously authorized;
 2. Future phases of the Project must submit an NOI to be covered under this CGP.
- C. Un-permitted Ongoing Projects (only applicable for first 90 days after this permit is issued): If you previously did not receive authorization to discharge for your Project under the 1998 CGP and you wish to obtain coverage under this permit:
1. Except as noted in 2.3.C.2, you must:
 - a. Submit an NOI with the required other information within 90 days of the issuance date of this permit; and

- b. Until you are authorized under this permit consistent with Subpart 2.1, comply with an interim Storm Water Pollution Prevention Plan (SWPPP) consistent with the 1998 CGP.
2. If you meet the termination of coverage requirements in accordance with Subpart 5.1 within 90 days of the issuance date of this permit (e.g., construction will be finished and final stabilization achieved) you must comply with an interim Storm Water Pollution Prevention Plan (SWPPP) consistent with the 1998 CGP until permit coverage is no longer required.
- D. *Late Notifications:* Operators are not prohibited from submitting NOIs after initiating clearing, grading, excavation activities, or other construction activities. When a late NOI is submitted, authorization for discharges occurs consistent with Subpart 2.1. DHEC may take enforcement for any unpermitted discharge or violations of laws or regulations that occur between the time construction commenced and discharge authorization.

2.4 Where to Submit

You must send your complete and accurate NOI application to DHEC at the following address:

Construction Storm Water Notice of Intent
Bureau of Water
SC DHEC
2600 Bull Street
Columbia, SC 29201

PART 3: STORM WATER POLLUTION PREVENTION PLANS (SWPPPS)

3.1 Storm Water Pollution Prevention Plan Framework

- A. A SWPPP must be prepared prior to submission of an NOI as required in Part 2. At least one SWPPP must be developed for each construction Project covered by this permit and a qualified individual in accordance with good engineering practices must prepare such SWPPP. For Projects that disturb more than 2 acres, the SWPPP must be prepared, amended when necessary, certified, and stamped by a qualified individual who is licensed as follows:
 1. Registered professional engineers as described in Title 40, Chapter 22;
 2. Registered landscape architects as described in Title 40, Chapter 28, Section 10, item (b);
 3. Tier B land surveyors as described in Title 40, Chapter 22; or
 4. Federal government employees as described by Title 40, Chapter 22, Section 280(A)(3).
- B. The SWPPP must:
 1. Identify all potential sources of pollution which may reasonably be expected to affect the

- quality of storm water discharges from the construction Site;
 - 2. Describe practices to be used to reduce pollutants in storm water discharges from the construction Site; and
 - 3. Assure compliance with the terms and conditions of this permit when properly implemented.
- C. Once a definable area has been finally stabilized, you may mark this on your SWPPP and no further SWPPP or inspection requirements apply to that portion of the Site (e.g., earth-disturbing activities around one of three buildings in a complex are done and the area is finally stabilized, one mile of a roadway or pipeline Project is done and finally stabilized, etc).
- D. You must implement the SWPPP as written from commencement of construction activity until final stabilization is complete.

3.2 Requirements for Different Types of Operators

You may meet one or both of the operational control components in the definition of Operator found in Appendix A. Subpart 3.2.C applies to all permittees having control over only a portion of a construction Site.

- A. If you have "operational control over construction plans and specifications" as defined in the definition of "Operator" in Appendix A, you must ensure that:
- 1. The specifications for the BMPs meet the minimum requirements of this Subpart and all other applicable permit conditions;
 - 2. The SWPPP indicates the areas of the Site where the Operator has operational control over specifications, including the ability to make modifications in specifications and plans including the SWPPP;
 - 3. All other co-permittees implementing portions of the SWPPP (or their own SWPPP) who may be impacted by a change to the construction plan are notified of such changes in a timely manner;
 - 4. The SWPPP indicates the name(s) of the Operator(s) with day-to-day operational control of those activities necessary to ensure compliance with the SWPPP or other permit conditions; and
 - 5. For non-linear Projects that disturb 10 acres or more, you must conduct a pre-construction conference with each co-permittee and contractor who is not a co-permittee in-person at the Site prior to that co-permittee or contractor performing construction related work intended to disturb soils at the Site that may affect the implementation of the SWPPP unless it is justified in the SWPPP and approved by the Department to conduct the conference off-site. This pre-construction conference can be with all contractors or the pre-conference may be conducted separately with one or more contractors present so that all contractors who perform land

disturbing activity or construction activity are aware of the requirements of the SWPPP before they start construction.

6. For linear construction of roads or utilities (such as roads built by the SC Department of Transportation and utility construction including electrical power lines, gas lines, main sewer trunk lines, and water distribution lines that are not part of a development) neither of which are a part of a subdivision of other type of development, the conferences with each co-permittee and contractors who are not co-permittees may be conducted off-site unless specifically required by the Department in writing to be conducted onsite. The purpose of the conference is for the preparer of the SWPPP, someone with a registration equivalent to that of the preparer of the SWPPP, or the person with operational control of the plans and specifications to explain the whole SWPPP to the co-permittees and contractors who are not co-permittees and to specifically go over the areas of the SWPPP that are related to the work to be performed by the co-permittee and contractor who is not a co-permittee.
- B. If you have "operational control over day-to-day activities" as defined in the definition of "Operator" in Appendix A at the Project that are necessary to ensure compliance with the SWPPP or other Permit conditions, you must ensure that:
1. The SWPPP identifies the parties responsible for implementation of control measures identified in the plan;
 2. The SWPPP indicates areas of the Project where you have operational control over day-to-day activities;
 3. The SWPPP indicates the name of the party(ies) with operational control over Project specifications (including the ability to make modifications in specifications); and
 4. All appropriate contractors have signed either the Co-permittee or non Co-permittee certification and copies of these certifications are in the SWPPP.
- C. If you have operational control over only a portion of a larger Project (e.g., one of four homebuilders in a subdivision), you are responsible for compliance with all applicable terms and conditions of this permit as it relates to your activities on your portion of the construction Site, and implementation of best management practices (BMPs) and other controls required by the SWPPP. You must ensure either directly or through coordination with other permittees, that your activities do not render another party's pollution control ineffective. You must either implement your portion of a common SWPPP or develop and implement your own SWPPP.

For more effective coordination of BMPs and opportunities for cost sharing, a cooperative effort by the different Operators at a Site to prepare and participate in a comprehensive SWPPP is encouraged. Individual Operators at a Site may, but are not required to, develop separate SWPPPs that cover only their portion of the Project provided reference is made to other Operators at the Site. In instances where there is more than one SWPPP for a Site, cooperation between the permittees is encouraged to ensure the storm water discharge controls and other measures are consistent with one another.

D. Contractor Certifications and Co-permittee Status.

1. The Owner of a Project, as the applicant for the NPDES permit, is responsible for compliance with all the terms and conditions of this permit and the SWPPP. The Owner may rely on other Persons to assist in compliance with this permit and the SWPPP. As such, the Project Owner and contractors and subcontractors who will conduct construction activities intended to disturb soils may elect to be Co-permittees. Further, all contractors who will conduct construction related work intended to disturb soils at the Site that may affect implementation of the SWPPP, regardless of whether or not they are Co-permittees, must be listed in the SWPPP and attend a pre-construction conference before they can conduct construction activity at the Site.

2. All contractors and subcontractors identified in the plan as Co-permittees must sign a copy of the certification statement given below:

"I certify by my signature below that: a) for Sites that disturb 10 or more acres, I participated in a pre-construction conference onsite or, when allowed, offsite with the individual who is responsible for the operational control of the Storm Water Pollution Prevention Plan (SWPPP); and b) I accept the terms and conditions of SWPPP as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Owner/Operator of the construction activity for which I have been contracted to perform construction related professional services. Further, by my signature below, I understand that I am becoming a Co-permittee with the Owner/Operator and other contractors that have become Co-permittees to the general NPDES permit issued to the Owner/Operator of the facility for which I have been contracted to perform professional construction services. As a Co-permittee, I understand that I, and my company, as the case may be, am legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. I also understand that DHEC enforcement actions may be taken against any specific Co-permittee or combination of Co-permittees if the terms and conditions of the SWPPP are not met. Therefore, having understood the above information, I am signing this certification and am receiving Co-permittee status to the aforementioned general NPDES permit."

3. All contractors and subcontractors identified in the plan to perform construction related work intended to disturb soils at the Site that may affect the implementation of the SWPPP but who will not be Co-permittees must sign the certification statement given below:

"I certify by my signature below that: a) for Sites that disturb 10 or more acres, I participated in a pre-construction conference onsite or, when allowed, offsite with the individual who is responsible for the operational control of the Storm Water Pollution Prevention Plan (SWPPP); and b) I understand the terms and conditions of SWPPP as required by the general National Pollutant Discharge Elimination System Permit (NPDES permit number SCR100000) issued to the Owner/Operator of the construction activity for which I have been contracted to perform construction related professional services. I understand that I, and my company, as the case may be, may be legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure

compliance with the terms and conditions of the SWPPP."

4. The date of the signature, the title of the Person providing the signature, and the name, address, and telephone number of the contracted firm, shall also be provided. In the event the owner amends the SWPPP, such amendments should be incorporated to the plan and the contractors and subcontractors should acknowledge by signature. Co-permittees who have completed their work prior to the amendments do not have to sign the amendments.
5. The signatory requirements of §122.22 of South Carolina Regulation 61-9 (see Appendix C of this permit) are applicable to each contracted entity that must sign one of the contractor's certification statements. Upon signing the Co-permittee certification, the contractor is a Co-permittee and becomes accountable to DHEC to ensure the terms and conditions of this permit are implemented. All Co-permittees are subject to DHEC enforcement actions if permit conditions are not met. Enforcement actions may be taken against any specific Co-permittee or combination of Co-permittee, with consideration given to the party responsible for the violation. The Owner/Operator submitting the NOI shall retain all contractor certifications for at least three years after a contractor has completed work at the Site. Contractors who sign the certification for being a Co-permittee may be liable to DHEC enforcement actions related to their work at the Site. All certifications must be included in the storm water pollution prevention plan.
6. Copies of all contractor certifications and a copy of this permit shall be kept with the SWPPP. For construction Sites that disturb 10 acres or more, the first monthly report or copies of the first month's inspection forms (refer to Part 3.10.H) submitted by the Owner/Operator to the Department after construction begins on the facility must include the original and one copy of all Co-permittee and other contractor certifications. If additional Co-permittees or other contractors are added later on, the original and one copy of the additional Co-permittee or contractor certifications must be submitted along with the monthly reports or copies of the inspection forms submitted after the signing of the certification. For construction Sites that disturb less than 10 acres, the Owner/Operator of the facility covered by this permit shall make all contractor certifications available to DHEC upon request. The Department may on a case-by-case basis require the submittal of the Co-permittee and other contractor certifications.

3.3 Pollution Prevention Plan Contents: Site and Activity Description

- A. The SWPPP must identify all Operators for the Project Site, and the areas of the Site over which each Operator has control.
- B. The SWPPP must describe the nature of the construction activity, including:
 1. The function of the Project (e.g., low density residential, shopping mall, highway, etc.);
 2. The intended sequence and timing of planned major activities that disturb soils such as clearing and grubbing, initial and final grading, and cut and fill activities at the Site (except for SC Department of Transportation Projects, unless known at the time the SWPPP is prepared);

3. Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities, including dedicated off-site borrow and fill areas; and
4. A general location map (e.g., USGS quadrangle map, a portion of a city or county map, or other map) with enough detail to identify the location of the construction Site and Surface Waters of the State within one mile of the Site.

C. The SWPPP must contain a legible Site map, showing the entire Site, identifying:

1. Direction(s) of storm water flow and approximate slopes anticipated after major grading activities;
2. Areas of soil disturbance and areas that will not be disturbed;
3. Locations of structural and nonstructural BMPs identified in the SWPPP;
4. Locations where stabilization practices are expected to occur;
5. Locations of off-site material, waste, borrow or construction equipment storage areas, excluding rolloff containers (not applicable to SC Department of Transportation Projects);
6. Locations of all Surface Waters of the State (including wetlands);
7. Locations where storm water discharges to a surface water; and
8. Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.

D. The SWPPP must describe and identify the location and description of any storm water discharge associated with industrial activity other than construction at the Site. This includes storm water discharges from dedicated asphalt plants and dedicated concrete plants, that are covered by this permit.

3.4 Pollution Prevention Plan Contents: Controls to Reduce Pollutants

- A. The SWPPP must include a description of all pollution control measures (i.e., BMPs) that will be implemented as part of the construction activity to control pollutants in storm water discharges. For each major activity identified in the Project description, the SWPPP must clearly describe control measures necessary to comply with this permit and applicable laws and regulations, the general sequence during the construction process in which the measures will be implemented, and which Operator is responsible for the control measure's implementation.
- B. The SWPPP must include a description of interim and permanent stabilization practices for the Site, including a schedule of when the practices will be implemented. Site plans should ensure that existing vegetation is preserved where possible and that disturbed portions of the Site are stabilized. Use of impervious surfaces for stabilization should be avoided.

C. For Sites with storm water discharges to a receiving water that is listed as impaired in South Carolina's 303(d) List of Impaired Waters the following requirements apply:

1. If a TMDL that is applicable to stormwater construction discharges has been established and is in effect, the requirements of Part 1.3.C.4 must be met.
2. If a TMDL has not been established or is not in effect, you must ensure that your SWPPP does not allow storm water discharges that will contribute to the violations of the water quality standards. To accomplish this, you must:
 - a. First determine whether or not your discharge may contain any pollutant that has caused the impairment.
 - b. If your storm water discharges will not contain the pollutant(s) of concern, no additional requirements are necessary.
 - c. If your discharge will contain the pollutant(s) of concern, you must carefully evaluate your selected BMPs and their performance to ensure that stormwater discharges will not contribute to or cause a violation of water quality standards. For Projects that disturb 25 acres or more, your SWPPP must contain a written quantitative and qualitative assessment that the BMPs selected will control your stormwater discharges so that they will not contribute to or cause a violation of water quality standards. For more information on this subject, please see the DHEC publication entitled "Antidegradation for Activities Contributing to NonPoint Source Pollution to Impaired Waters." This publication can be downloaded at the following DHEC WEB site:

www.scdhec.gov/eqc/water/pubs/antidegnps.pdf

3. A copy of the most current 303(d) List of Impaired Waters can be obtained from:

Water Quality Division
Bureau of Water
SC DHEC
2600 Bull Street
Columbia, SC 29201

or it can be downloaded at the following DHEC WEB site:

<http://www.scdhec.gov/water/tmdl/>

D. The following records must be maintained as part of the SWPPP:

1. Dates when major grading activities as identified in Part 3.3.B occur;
2. Dates when construction activities temporarily or permanently cease on a portion of the Site.

Notes: Temporarily ceasing construction means ceasing construction on a portion of the Site for more than 14 days. A portion of the Site, means but is not limited to, portions of the Site with dedicated controls (see also Subpart 3.13.D of this permit); and

3. Dates when stabilization measures are initiated.

Electronic storage of the above mentioned information is acceptable provided that it is referenced in the SWPPP and it is readily available.

- E. The SWPPP must include a description of structural practices: to divert flows from exposed soils; to retain/detain flows; or to otherwise limit runoff and the discharge of pollutants from exposed areas of the Site. Placement of structural practices in floodplains must be in accordance with applicable regulations.
- F. The SWPPP must include a description of all post-construction storm water management measures that will be installed during the construction process to control pollutants in storm water discharges after construction operations have been completed.
- G. Structural measures should be placed on upland soils to the degree practicable. Such measures must be designed and installed in compliance with applicable federal, local, state or tribal requirements.
 1. Permanent structural controls can only be placed in Surface Waters of the State (including wetlands and ephemeral and intermittent streams) if the US Army Corps of Engineers issues a permit for the activity under Section 404 of the CWA. When State Navigable Waters may be affected, the SWPPP must include appropriate requirements applicable to State Navigable Waters under SC Regulation 19-450.
 2. Temporary structural controls can only be placed in perennial Surface Waters of the State if the US Army Corps of Engineers issues a permit for the activity under Section 404 of the CWA. When State Navigable Waters may be affected, the SWPPP must include appropriate requirements applicable to State Navigable Waters under SC Regulation 19-450. All temporary structural controls placed in perennial streams must be removed after final stabilization has been accomplished.
 3. Temporary structural controls may only be placed in ephemeral and intermittent streams when there is no other feasible alternative. All temporary structural controls placed in ephemeral and intermittent streams must be removed after final stabilization has been accomplished. After removal of the temporary structural controls, the ephemeral or intermittent stream must be restored to its original condition.
- H. The SWPPP must describe measures to prevent the discharge of building or other similar materials to Surface Waters of the State, except as authorized by a permit issued under section 404 of the CWA.
- I. The SWPPP must describe measures to minimize, to the extent practicable, off-site vehicle

tracking of sediments onto paved surfaces and the generation of dust.

- J. The SWPPP must include a description of construction and waste materials expected to be stored on-site with updates as appropriate. The SWPPP must also include a description of controls, including storage practices such as rolloff containers, to minimize exposure of the materials to storm water, and spill prevention and response practices.
- K. The SWPPP must include a description of pollutant sources from areas other than construction (including storm water discharges from dedicated asphalt plants and dedicated concrete plants), and a description of controls and measures that will be implemented at those Sites to minimize pollutant discharges. If these areas are located off the construction area on property not owned by the owner of the Project, they can be either included in the SWPPP for the construction Site with the owner of the dedicated facility being a Co-permittee under the construction general permit or the owner of the dedicated facility can obtain: 1) his own construction general permit coverage to build the dedicated facility; and 2) his own coverage under the Stormwater General Permit for Industrial Activity, Permit # SCR000000 or other appropriate permit. The method(s) selected to deal with dedicated facility areas must be addressed in the SWPPP.

3.5 Management of Non-Storm Water Discharges Allowed Under Part 1.3.B

The SWPPP must identify all allowable sources of non-storm water discharges listed in Subpart 1.3.B of this permit, except for flows from fire fighting activities, that are combined with storm water discharges associated with construction activity at the Site. Non-storm water discharges should be eliminated or reduced to the extent feasible. The SWPPP must identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge allowed under Part 1.3.B.

3.6 Maintenance of Controls

- A. All erosion and sediment control measures and other protective measures identified in the SWPPP must be maintained in effective operating condition. If Site inspections required by Subpart 3.10 identify BMPs that are not operating effectively, maintenance must be performed as soon as practical or as reasonably possible and before the next storm event whenever practicable to maintain the continued effectiveness of storm water controls.
- B. If existing BMPs need to be modified or if additional BMPs are necessary to comply with the requirements of this permit and/or SC's Water Quality Standards, implementation must be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation must be documented in the SWPPP and alternative BMPs must be implemented as soon as reasonably possible.
- C. Sediment from sediment traps or sedimentation ponds must be removed as indicated in the SWPPP or when the design capacity has been reduced by 50 percent, whichever occurs first.

3.7 Reserved

3.8 Copy of Permit Requirements

Copies of this permit, the signed and certified NOI form that was submitted to DHEC, the Co-permittee certifications required by Subpart 3.2.D, and, if applicable, any local approval must be included in the SWPPP. Also, upon receipt, a copy of the letter from the DHEC authorizing your coverage under this CGP must also be included as a component of the SWPPP.

3.9 Applicable State, Tribal, or Local Programs

The SWPPP must be consistent with all applicable federal, state, tribal, or local requirements for soil and erosion control and storm water management, including updates to the SWPPP as necessary to reflect any revisions to applicable federal, state, tribal, or local requirements for soil and erosion control. Except for Projects exempted from the requirements of SC Regulation 72-300 by Section 72-302 of SC Regulation 72-300, all Projects located outside MS4s must after June 30, 2006 meet the minimum standards and criteria of South Carolina Regulation 72-300.

3.10 Inspections

- A. After construction begins, inspections must be conducted at a minimum in accordance with one of the two schedules listed below and you must specify in your SWPPP which schedule you will be following.
 - 1. At least once every 7 calendar days, or
 - 2. At least once every 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.
- B. Inspection frequency may be reduced to at least once every month if the entire Site is temporarily stabilized.
- C. The Department on a case-by-case basis may require any permittee who has coverage under this CGP to conduct inspections on a more frequent basis than prescribed in this CGP. Examples include, but are not limited to, permittees who have compliance problems and permittees whose Site's stormwater discharges to environmental sensitive waters (such as waters classified as Trout Waters, Outstanding Resource Waters, Shellfish Harvesting Waters, etc.).
- D. Inspections must be conducted by qualified personnel (provided by the Operator or cooperatively by multiple Operators). For Projects that disturb more than 2 acres, "Qualified personnel" means a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction Site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity. After June 30, 2006, this person must be either the preparer of the SWPPP or an individual who is under the direct supervision of the preparer of the approved SWPPP and who meets the requirements in this paragraph or an individual who has been certified through a Construction Site Inspector Certification Course that has been approved by DHEC. Inspections may also be conducted by a

person with a registration equivalent to the registration of the preparer of the SWPPP and who meets the qualifications of this paragraph or an individual who is under the direct supervision of the person with an equivalent registration and who meets the requirements in this paragraph. For Projects that disturb 2 acres or less, the permittee or his designee may perform these inspections provided the preparer of the SWPPP or someone with a registration equivalent to that of the preparer of the SWPPP explains the SWPPP including implementation along with the inspection requirements to the person who will be conducting the inspections.

- E. Inspections must include all areas of the Site disturbed by construction activity and areas used for storage of materials that are exposed to precipitation. Inspectors must look for evidence of, or the potential for, pollutants entering the storm water conveyance system. Sedimentation and erosion control measures identified in the SWPPP must be observed to ensure proper operation. Discharge locations must be inspected to ascertain whether erosion control measures are effective in preventing violations to SC's Water Quality Standards, where accessible. Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. Locations where vehicles enter or exit the Site must be inspected for evidence of off-site sediment tracking.
- F. Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may limit the access of inspection personnel to the areas described in Subpart 3.10.E above. Inspection of these areas could require that vehicles compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, and increase the potential for erosion. In these circumstances, controls must be inspected on the same frequencies as other construction Projects, but representative inspections may be performed. For representative inspections, personnel must inspect controls along the construction Site for 0.25 mile above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction Site and allows access to the areas described above. The conditions of the controls along each inspected 0.25 mile segment may be considered as representative of the condition of controls along that reach extending from the end of the 0.25 mile segment to either the end of the next 0.25 mile inspected segment, or to the end of the Project, whichever occurs first. Representative inspections must include any areas where stormwater discharges to environmental sensitive waters (such as waters classified as Trout Waters, Outstanding Resource Waters, Shellfish Harvesting Waters, etc.).
- G. For each inspection required above, you must complete an inspection report. At a minimum, the inspection report must include:
 - 1. The inspection date;
 - 2. Names, titles, and, if not previously given in an inspection report, the qualifications of personnel making the inspection, unless those qualifications change;
 - 3. Weather information for the period since the last inspection (or since commencement of construction activity if the first inspection) including a best estimate of the beginning of each storm event, duration of each storm event, approximate amount of rainfall for each storm event (in inches), and whether you know if any discharges occurred;

4. Weather information and a description of any discharges occurring at the time of the inspection;
5. Location(s) of discharges of sediment or other pollutants from the Site;
6. Location(s) of BMPs that need maintenance;
7. Location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
8. Location(s) where additional BMPs are needed that did not exist at the time of inspection; and
9. Corrective action required including any changes to the SWPPP necessary and implementation dates.

A record of each inspection and of any actions taken in accordance with this Part must be retained as part of the SWPPP for at least three years from the date that permit coverage expires or is terminated. The report must be signed in accordance with §122.22 of SC Regulation 61-9 (see Appendix C of this permit).

H. For construction Sites disturbing 10 acres or more; a monthly report must be submitted to DHEC and, if applicable, the appropriate MS4. The report must be signed in accordance with §122.22 of SC Regulation 61-9 (see Appendix C of this permit). In lieu of submitting monthly reports, the reports may be stored electronically in a manner in which DHEC personnel will have access to review this data, such as on a dedicated website that DHEC personnel will have unlimited access to. Other forms of electronic storage of monthly reports may be utilized once arrangements have been made with DHEC. For construction Sites that disturb less than 10 acres, DHEC may require monthly reports to be submitted on either a Project-by-Project basis or Operator-by-Operator basis. If the information required in this Subpart is already included on the inspection forms, only copies of the inspection forms need to be submitted to DHEC. If the information required in this Subpart is not included on the inspection form, then the monthly reports must include, at a minimum, the following additional information:

1. A summary of the results of the inspections conducted during the month;
2. A listing of all deficiencies noted during inspections with the date the deficiency was noted;
3. For each deficiency noted that required corrective action:
 - a. A listing of the name(s), address(es), and telephone number(s) of the party or parties responsible; and
 - b. A statement whether this deficiency was previously listed in a monthly report;
4. A listing of the corrective actions that were taken to remedy any deficiencies noted and the date

the corrective actions were completed;

5. A statement on whether or not the SWPPP was updated to deal with any deficiencies noted; and
 6. A copy of each inspection conducted during the month attached in an appendix to the monthly report.
- I. For construction Sites disturbing 10 acres or more, in addition to the information required in subpart 3.10.H above, the first monthly report submitted after construction has started must include the original and one copy of the Co-permittee and contractor certifications. Subsequent monthly reports on construction Sites that disturb 10 acres or more must include the original and a copy of the certification for the Co-permittees and contractors added after construction has started. For each Co-permittee and contractor certification submitted to the Department, the preparer of the SWPPP or someone with a registration equivalent to that of the preparer of the SWPPP must certify that either an on-site or, when applicable, off-site pre-construction conference was held with the Co-permittee or contractor in accordance with this permit. This certification must give the date of the conference and the responsibilities of each Co-permittee and contractor.
 - J. For construction Sites disturbing less than 10 acres, the Owners/Operators may be required to submit the Co-permittee and contractor certifications on a case-by-case basis. When the Owner/Operator is required to submit the Co-permittee and contractor certifications, the preparer of the SWPPP or someone with a registration equivalent to that of the preparer of the SWPPP must certify that either an on-site or off-site pre-construction conference was held with the Co-permittees and contractors in accordance with this permit. This certification must give the date of the conference and the responsibilities of each Co-permittee and contractor.
 - K. Each monthly report with one copy must be submitted to DHEC on or before the 28th day of the month following the reporting period. For example, the monthly report for July 2006 is due after July 31, 2006 and on or before August 28, 2006.
 - L. Until construction starts, the monthly report may just state that construction activity has not started.
 - M. Monthly reports, when required, must be submitted until the Notice of Termination is submitted to DHEC. When the Notice of Termination is submitted, it must contain a signed statement by the preparer of the SWPPP or a person with a registration equivalent to that of the preparer of the SWPPP that all work was completed to the best of his or her knowledge and belief in accordance with the approved SWPPP and this CGP. For Projects disturbing more than 2 acres, the certifying person's knowledge and belief must be based on the results of the periodic inspections conducted by the preparer of the SWPPP (or a person with an equivalent registration) or by a qualified individual under his or her direct supervision in accordance with this CGP or by an individual certified through a Construction Site Inspector Certification Course that has been approved by DHEC.
 - N. Copies of inspection forms and monthly reports (reports required only if information requested in Part 3.10.H is not included on the inspection form) must be submitted to DHEC at the following address:

Compliance Assurance Division
Bureau of Water
SC DHEC
2600 Bull Street
Columbia, SC 29201

or to a designated DHEC email address, when available.

A copy of the inspection forms or monthly reports must be submitted to the MS4 that receives your stormwater discharges when requested in writing by the MS4.

3.11 Maintaining an Updated Plan

- A. The SWPPP, including the Site map, must be amended whenever there is a change in design, construction, operation, or maintenance at the construction Site that will result in discharges that will cause, have the reasonable potential to cause, or contribute to violations to SC's Water Quality Standards.
- B. The SWPPP must be amended if during inspections or investigations by Site staff, or by local, state, tribal or federal officials, it is determined that the SWPPP is ineffective in either eliminating, when reasonably possible, or significantly minimizing pollutants in storm water discharges from the construction Site.
- C. Based on the results of an inspection, the SWPPP must be modified as necessary to include additional or modified BMPs designed to correct problems identified. Revisions to the SWPPP must be completed within seven (7) calendar days following the inspection. Implementation of these additional or modified BMPs must be accomplished as described in Subpart 3.6.B.
- D. All design modifications of the SWPPP must be made in accordance with Subpart 3.1.A.

3.12 Signature, Plan Review and Making Plans Available

- A. A copy of the SWPPP (including a copy of the permit), NOI, and CGP coverage letter from DHEC must be retained at the construction Site (or other location easily accessible during normal business hours to DHEC, EPA, tribal or local agency approving sediment and erosion plans, grading plans, or storm water management plans; local government officials; and the Operator of a Municipal Separate Storm Sewer System (MS4) receiving discharges from the Site) from the date of commencement of construction activities to the date of final stabilization. If you have day-to-day operational control over SWPPP implementation, you must have a copy of the SWPPP available at a central location on-site for the use of all those identified as having responsibilities under the SWPPP whenever they are on the construction Site. If an on-site location is unavailable to store the SWPPP when no personnel are present, notice of the plan's location must be posted near the main entrance at the construction Site. For linear construction of roads or utilities (such as roads built by the SC Department of Transportation and utility construction including electrical power lines, gas lines, main sewer trunk lines, and water distribution lines that are not part of a development)

neither of which are a part of a subdivision or other type of development Projects, the updated copies of the approved SWPPP must be sent to the appropriate EQC Regional Office in situations where it is not practical to have the approved SWPPP on location. For SC Department of Transportation Projects where there is no construction trailer on Site, the SWPPP may be kept in the office of the SC DOT resident engineer.

- B. SWPPPs must be made available upon request by EPA; DHEC; a tribal or local agency approving sediment and erosion plans, grading plans, or storm water management plans; local government officials; and the Operator of a Municipal Separate Storm Sewer System (MS4) receiving discharges from the Site to the requestor. The copy of the SWPPP that is required to be kept on-site or locally available must be made available, in its entirety, to DHEC or the EPA staff for review and copying at the time of an on-site inspection.
- C. All SWPPPs must be signed and certified in accordance with §122.22 of SC Regulation 61-9 (see Appendix C of this permit).

3.13 Management Practices

- A. All control measures must be properly selected, installed, and maintained in accordance with any relevant manufacturer specifications and good engineering practices. If periodic inspections or other information indicates a control has been used inappropriately, or incorrectly, the Operator must replace or modify the control for Site situations as soon as practicable.
- B. If sediment escapes the construction Site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize off-site impacts unless: access to the off-site property cannot be reasonably obtained from the property owner and DHEC is also unable to get permission for you to access the off-site property; or DHEC agrees that it is appropriate to leave the off-site accumulations in place.
- C. Litter, construction debris, oils, fuels, and building products with significant potential for impact (such as stockpiles of freshly treated lumber) and construction chemicals that could be exposed to storm water must be prevented from becoming a pollutant source in storm water discharges.
- D. Except as provided below, stabilization measures must be initiated as soon as practicable in portions of the Site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the Site has temporarily or permanently ceased.
 - 1. Where stabilization by the 14th day is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable.
 - 2. Where construction activity on a portion of the Site is temporarily ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the Site.
- E. A combination of sediment and erosion control measures is required to achieve maximum pollutant

removal.

1. **Sediment Basins:** For common drainage locations that serve an area with 10 or more acres disturbed at one time, a temporary (or permanent) sediment basin that provides storage for a calculated volume of runoff from the drainage area from at least a 10-year, 24-hour storm, or equivalent control measures, must be provided where attainable until final stabilization of the Site. Where no such calculation has been performed, a temporary (or permanent) sediment basin providing at least 3,600 cubic feet of storage per acre drained, or equivalent control measures, must be provided where attainable until final stabilization of the Site. When computing the number of acres draining into a common location, it is not necessary to include flows from off-site areas and flows from on-site areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. In determining whether installing a sediment basin is attainable, the Operator may consider factors such as Site soils, slope, available area on-site, etc. In any event, the Operator must consider public safety as a design factor for the sediment basin, and alternative sediment controls must be used where Site limitations would preclude a safe design.
 2. For drainage locations that serve 10 or more disturbed acres at one time and where a temporary sediment basin or equivalent controls are not attainable, smaller sediment basins and/or sediment traps should be used. Silt fences, vegetative buffer strips, or a combination of sediment controls that are equivalent to sediment basins and/or sediment traps are required for all down slope boundaries (and for those side slope boundaries deemed appropriate as dictated by individual Site conditions).
 3. For drainage locations serving less than 10 acres, smaller sediment basins and/or sediment traps should be used. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries (and for those side slope boundaries deemed appropriate as dictated by individual Site conditions) of the construction area unless a sediment basin providing storage for a calculated volume of runoff from at least a 10-year, 24-hour storm or at least 3,600 cubic feet of storage per acre drained is provided. If a basin is not provided, each structural control used must be designed to handle the entire drainage area it serves.
 4. The Department may on a case-by-case or watershed-by-watershed basis require the use of a larger storm event and/or a larger storage volume when designing sediment basins.
- F. Velocity dissipation devices must be placed at discharge locations and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., no significant changes in the hydrological regime of the receiving water).

3.14 Documentation of Permit Eligibility Related to Total Maximum Daily Loads That Are Effective and Applicable to Stormwater Construction Discharges

The SWPPP must include documentation supporting a determination of permit eligibility with regard to waters that have a TMDL that is effective and applicable to stormwater construction discharges,

including:

- A. Identification of whether your discharge (construction stormwater) is identified, either specifically or generally, in a TMDL and any associated allocations, requirements, and assumptions identified for your discharge;
- B. Measures taken by you to ensure that your discharge of pollutants from the Site is consistent with the assumptions and requirements contained in the TMDL that is applicable to your stormwater discharge, including any specific wasteload allocation that has been established that would apply to your discharge.

See Subpart 1.3.C.4 for further information on determining permit eligibility related to TMDLs.

PART 4: SPECIAL CONDITIONS, MANAGEMENT PRACTICES AND OTHER NON-NUMERIC LIMITATIONS

4.1 Continuation of the Expired General Permit

If this permit is not reissued or replaced prior to the expiration date, it will be administratively continued in accordance with the SC Administrative Procedures Act and SC Regulation 61-9 and remain in force and effect. If you were granted permit coverage prior to the expiration date, you will automatically remain covered by the continued permit until the earliest of:

- A. Reissuance or replacement of this permit, at which time you must comply with the conditions of the new permit to maintain authorization to discharge; or
- B. Your submittal of a Notice of Termination; or
- C. Issuance of an individual permit for the Project's discharges; or
- D. A formal permit decision by DHEC to not reissue this general permit, at which time you must seek coverage under an alternative general permit or an individual permit.

4.2 Requiring an Individual Permit or an Alternative General Permit

- A. In accordance with Section 122.28(b)(3) of SC Regulation 61-9, DHEC may require you to apply for and/or obtain an individual NPDES permit. Any interested person may petition DHEC to take action under this paragraph. If DHEC requires you to apply for an individual NPDES permit, DHEC will notify you in writing that a permit application is required. This notification will include a brief statement of the reasons for this decision and an application form. In addition, if you are an existing permittee covered under this permit, the notice will set a deadline to file the application, and will include a statement that on the effective date of issuance or denial of the individual NPDES permit or the alternative general permit as it applies to you, coverage under this general permit will automatically terminate. Applications must be submitted to DHEC at the address given in Subpart 2.4. DHEC may grant additional time to submit the application upon your request. If you are covered under this permit and you fail to submit in a timely manner an individual NPDES

permit application as required by DHEC, then the applicability of this permit to you is automatically terminated at the end of the day specified by DHEC as the deadline for application submittal.

- B. If an alternate general permit that is more appropriate for your construction activity is available, DHEC may grant you coverage under the alternate general permit in lieu of granting you coverage under this general permit. In accordance with applicable state law and regulation, you have a right to appeal the Department's decision.
- C. You may request to be excluded from the coverage of this general permit by applying for an individual permit. In such a case, you must submit an individual application in accordance with the requirements of §122.26(c)(1)(ii) of SC Regulation 61-9, with reasons supporting the request, to:

Storm Water and Agricultural Section
Bureau of Water
SC DHEC
2600 Bull Street
Columbia, SC 29201

The request may be granted by issuance of an individual permit or an alternative general permit if your reasons are adequate to support the request.

- D. When an individual NPDES permit is issued to you, who are otherwise subject to this permit, or you are authorized to discharge under an alternative NPDES general permit, the applicability of this permit to you is automatically terminated on the effective date of the individual permit or the date of authorization of coverage under the alternative general permit, whichever the case may be. If you, who are otherwise subject to this permit, are denied an individual NPDES permit or an alternative NPDES general permit, the applicability of this permit to you is automatically terminated on the date of such denial, unless otherwise specified by DHEC.

4.3 Releases in Excess of Reportable Quantities

- A. You must prevent or minimize the discharge of hazardous substances or oil in storm water discharges from the construction Site in accordance with the SWPPP. This permit does not relieve you of the federal reporting requirements of 40 CFR Part 110, 40 CFR Part 117 and 40 CFR Part 302 relating to spills or other releases of oils or hazardous substances.
- B. Where a release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Part 110, 40 CFR Part 117 or 40 CFR Part 302, occurs during a 24-hour period:
 - 1. You must notify the Department's Emergency Response Section at (803) 253-6488 and the National Response Center (NRC) (800) 424-8802 in accordance with the requirements of 40 CFR Part 110, 40 CFR Part 117 and 40 CFR Part 302 as soon as Site staff have knowledge of the discharge; and

2. You must modify the SWPPP as required under Subpart 3.11 within 14 calendar days of knowledge of the release to: provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, you must review your SWPPP to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and you must modify your SWPPP where appropriate.

4.4 Attainment of Water Quality Standards After Authorization

You must select, install, implement and maintain BMPs at your construction Site that minimize pollutants in the discharge as necessary to meet applicable water quality standards. In general your SWPPP developed, implemented, and updated consistent with Part 3.0 is considered as stringent as necessary to ensure that your discharges do not cause or contribute to a violation of any applicable water quality standard.

All written responses required under this part must include a signed certification consistent with §122.22 of SC Regulation 61-9 (see Appendix C of this permit).

PART 5: TERMINATION OF COVERAGE

5.1 Requirements

You may only submit a Notice of Termination (NOT) after one or more of the following conditions have been met:

- A. Final stabilization has been achieved on all portions of the Site for which you are responsible;
- B. Another Operator has assumed control, according to §122.41(l)(3) of SC Regulation 61-9 (see Appendix C of this permit), over all areas of the Site that have not been finally stabilized;
- C. Coverage under an individual or alternative general NPDES permit has been obtained; or
- D. For residential construction only, temporary stabilization has been completed and the residence has been transferred to the homeowner.

The NOT must be submitted within 30 days of one of the above conditions being met. Authorization to discharge terminates at midnight of the day the NOT is signed.

5.2 Submitting a Notice of Termination

It is your responsibility to submit a complete and accurate Notice of Termination (NOT), using the form (or a photocopy thereof) provided by the Department. The NOT will be made available at our WEB site at:

<http://www.scdhec.net/eqc/admin/html/eqforms.html#Water>

If DHEC notifies dischargers (either directly, by public notice, or by making information available on

the Internet) of other NOT form options (e.g., electronic submission), you may take advantage of those options to satisfy the requirements of Part 5.

The Notice of Termination must include the following information:

1. Your CGP NPDES coverage number for the storm water discharge;
2. The basis for submission of the NOT, including: final stabilization has been achieved on all portions of the Site for which the permittee is responsible; another Operator/permittee has assumed control over all areas of the Site that have not been finally stabilized; coverage under an alternative NPDES permit has been obtained; or, for residential construction only, temporary stabilization has been completed and the residence has been transferred to the homeowner;
3. You, the Operator's name, address, telephone number and your organization's Employer Identification Number (EIN) as established by the U.S. Internal Revenue Service;
4. The name of the Project and address (or a description of location if no street address is available) of the construction Site for which the notification is submitted; and
5. A certification statement, signed and dated by an authorized representative as defined in §122.22 of SC Regulation 61-9 (see Appendix C of this permit) and the name and title of that authorized representative.
6. For Projects disturbing more than 2 acres, a certification statement, signed and dated by the preparer of the SWPPP or other person with a registration equivalent to that of the preparer of the SWPPP, that to the best of his or her knowledge and belief all work was conducted and completed in accordance with the approved SWPPP and this CGP. This certification must be based on the inspections performed in accordance with this Subpart 3.10 of this CGP and must state that any deficiencies that were noted have been corrected.

5.3 Where to Submit

A. All original NOTs must be submitted to DHEC at the following address:

Storm Water and Agricultural Section
Bureau of Water
SC DHEC
2600 Bull Street
Columbia, SC 29201

And a copy of the NOT to the MS4 that received your stormwater discharges when requested in writing by the MS4.

PART 6: RETENTION OF RECORDS

Copies of the SWPPP and all documentation required by this permit, including records of all data used

to complete the NOI to be covered by this permit, must be retained for at least three years from the date that permit coverage expires or is terminated. This period may be extended by request of DHEC at any time.

PART 7: REOPENER CLAUSE

7.1 Procedures for Modification or Revocation

Permit modification or revocation will be conducted according to §122.62, §122.63, §122.64, and §124.5 of SC Regulation 61-9.

7.2 Water Quality Protection

If there is evidence indicating that the storm water discharges authorized by this permit cause, have the reasonable potential to cause or contribute to a violation of any applicable water quality standard, you may be required to obtain an individual permit in accordance with Part 4.2 of this permit; the permit may be modified in accordance with Section 122.62 of SC Regulation 61-9 to include different limitations and/or requirements as addressed or your coverage may be terminated in accordance with Section 122.64 of SC Regulation 61-9.

7.3 Timing of Permit Modification

DHEC may elect to modify the permit prior to its expiration (rather than waiting for the new permit cycle) to comply with any new statutory or regulatory requirements, such as for effluent limitation guidelines that may be promulgated in the course of the current permit cycle.

PART 8: STANDARD PERMIT CONDITIONS

South Carolina regulations require that the Standard Conditions provisioned at §122.41 of SC Regulation 61-9 be applied to all NPDES permits. You are required to comply with those Standard Conditions, details of which are provided in Appendix C of this permit, that are applicable to storm water discharges.

APPENDIX A - DEFINITIONS AND ACRONYMS DEFINITIONS

"Best Management Practices" (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to Surface Waters of the State. BMPs also include treatment requirements, operating procedures, and practice to control plant Site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Co-Permittee" means a permittee to an NPDES permit that is only responsible for permit conditions relating to the discharge for which it is Operator.

"Commencement of Construction Activities" means the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction-related activities (e.g., stockpiling of fill material).

"Control Measure" as used in this permit, refers to any BMP or other method used to prevent or reduce the discharge of pollutants to "Waters of the State".

"CWA" means the Clean Water Act or the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq.

"DHEC" means the South Carolina Department of Health and Environmental Control's Office of Environmental Quality Control.

"Discharge" when used without qualification means the "discharge of a pollutant."

"Discharge of Storm Water Associated with Construction Activity" as used in this permit, refers to a discharge of pollutants in storm water from areas where soil disturbing activities (e.g., clearing, grading, or excavation), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck washout, fueling), or other industrial storm water directly related to the construction process (e.g., concrete or asphalt batch plants) are located.

"Eligible" means qualified for authorization to discharge storm water under this general permit.

"Facility" or "Activity" means any "point source" or any other facility or activity (including land or appurtenances thereto) that is subject to regulation under the NPDES program.

"Federal Facility" means any buildings, installations, structures, land, public works, equipment, aircraft, vessels, and other vehicles and property, owned by, or constructed or manufactured for the purpose of leasing to, the Federal government.

"Final Stabilization" means that:

1. All soil disturbing activities at the Site have been completed and either of the two following criteria are met:

- a. A uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures; or
 - b. Equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
2. When background native vegetation or other appropriate vegetation will cover less than 100 percent of the ground (e.g., arid areas, beaches), the 70 percent coverage criteria is adjusted as follows: if the native vegetation or other appropriate vegetation covers 50 percent of the ground, 70 percent of 50 percent ($0.70 \times 0.50 = 0.35$) would require 35 percent total cover for final stabilization. On a beach with no natural vegetation, no stabilization is required.
3. For individual lots in residential construction, final stabilization means that either:
 - a. The homebuilder has completed final stabilization as specified above; or
 - b. The homebuilder has established temporary stabilization including perimeter controls for an individual lot prior to occupation of the home by the homeowner and informing the homeowner of the need for, and benefits of, final stabilization.
4. For construction Projects on land used for agricultural purposes (e.g., pipelines across crop or range land, staging areas for highway construction, etc.), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to "Surface Waters of the State," and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization criteria (1) or (2) or (3) above.

"Indian country" is defined at §122.2 of SC Regulation 61-9 to mean:

1. All land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation;
2. All dependent Indian communities with the borders of the United States whether within the originally or subsequently acquired territory thereof, and whether within or without the limits of a state; and
3. All Indian allotments, the Indian titles to which have not been extinguished, including rights-of-ways running through the same.

"Large Construction Activity" is the construction industrial activity as defined at §122.26(b)(14)(x) of SC Regulation 61-9 and incorporated here by reference. A large construction activity includes clearing, grading, and excavating resulting in a land disturbance that will disturb equal to or greater than five acres of land or will disturb less than five acres of total land area but is part of a larger common plan of

development or sale that will ultimately disturb equal to or greater than five acres. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the Site.

"Municipal Separate Storm Sewer System" or "MS4" is defined at §122.26(b)(8) of SC Regulation 61-9 to mean a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

1. Owned and operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to Surface Waters of the State;
2. Designed or used for collecting or conveying storm water;
3. Which is not a combined sewer; and
4. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at §122.2 of SC Regulation 61-9.

"New Project" means the "commencement of construction activities" occurs after the effective date of this permit.

"Ongoing Project" means the "commencement of construction activities" occurs before the effective date of this permit.

"Operator" for the purpose of this permit and in the context of storm water associated with construction activity, means any party associated with a construction Project that meets either of the following two criteria:

1. The party has operational control over construction plans and specifications. Note: A party has "operational control over construction plans and specifications" if they have the authority to prepare or modify such plans and specifications under Subpart 3.1.A; or
2. The party has "operational control over day-to-day activities" at a Project that are necessary to ensure compliance with a SWPPP for the Site or other permit conditions (e.g., they are authorized to direct workers at a Site to carry out activities required by the SWPPP or comply with other permit conditions). This definition is provided to inform permittees of EPA's interpretation of how the regulatory definitions of "Owner or Operator" and "facility or activity" are applied to discharges of storm water associated with construction activity.

"Owner or Operator" means the owner or Operator of any "facility or activity" subject to regulation under the NPDES program. For purposes of this permit, when local governments (counties, cities,

etc.) construct or improve state roads, the owner of these road construction projects during the construction is the local government.

"Permitting Authority" means the United States Environmental Protection Agency, EPA, a Regional Administrator of the Environmental Protection Agency or an authorized representative.

"Person" means any individual, public or private corporation, political subdivision, association, partnership, corporation, municipality, State or Federal agency, industry, copartnership, firm, trust, estate, any other legal entity whatsoever, or an agent or employee thereof.

"Point Source" means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

"Pollutant" is defined at §122.2 of SC Regulation 61-9. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial or municipal waste.

"Project" means an undertaking such as, but not limited to, construction of commercial development, residential development, industrial development, roadways, railways, and utility lines.

"Project Area" means:

1. The areas on the construction Site where storm water discharges originate and flow toward the point of discharge into the receiving waters (including areas where excavation, Site development, or other ground disturbance activities occur) and the immediate vicinity. (Example: 1. Where bald eagles nest in a tree that is on or bordering a construction Site and could be disturbed by the construction activity or where grading causes storm water to flow into a small wetland or other habitat that is on the Site that contains listed species.)
2. The areas where storm water discharges flow from the construction Site to the point of discharge into receiving waters. (Example: Where storm water flows into a ditch, swale, or gully that leads to receiving waters and where listed species (such as amphibians) are found in the ditch, swale, or gully.)
3. The areas where storm water from construction activities discharge into receiving waters and the areas in the immediate vicinity of the point of discharge. (Example: Where storm water from construction activities discharges into a stream segment that is known to harbor listed aquatic species.)
4. The areas where storm water BMPs will be constructed and operated, including any areas where storm water flows to and from BMPs. (Example: Where a storm water retention pond would be built.)

5. The areas upstream and /or downstream from construction activities discharges into a stream segment that may be affected by the said discharges. (Example: Where sediment discharged to a receiving stream settles downstream and impacts a breeding area of a listed aquatic species.)

"Receiving water" means the "Waters of the State" as defined in §122.2 of SC Regulation 61-9 into which the regulated storm water discharges.

"Runoff coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.

"Site" means the land or water area where any "facility or activity" is physically located or conducted, including adjacent land used in connection with the facility or activity.

"Small Construction Activity" is defined under the definition of "Stormwater discharge associated with small construction activity" at §122.26(b)(15) of SC Regulation 61-9 as follows: "Storm water discharge associated with small construction activity means the discharge of storm water from:

- (i) Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one acre and less than five acres and, in coastal counties within one-half (1/2) mile of a receiving water body (but not for single-family homes which are not part of a subdivision development), that result in any land disturbance less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility. The Department may waive the otherwise applicable requirements in a general permit for a storm water discharge from construction activities that disturb less than five acres where:

- (A) The value of the rainfall erosivity factor ("R" in the Revised Universal Soil Loss Equation) is less than five during the period of construction activity. The rainfall erosivity factor is determined in accordance with Chapter 2 of Agriculture Handbook Number 703, Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE), pages 21-64, dated January 1997. The Director of the Federal Register approves this incorporation by reference in accordance with 5 U.S.C 552(a) and 1 CFR part 51. Copies may be obtained from EPA's Water Resource Center, Mail Code RC4100, 401 M St. S.W., Washington, DC 20460. A copy is also available for inspection at the U.S. EPA Water Docket, 401 M Street S.W., Washington, DC. 20460, or the Office of the Federal Register, 800 N. Capitol Street N.W. Suite 700, Washington, DC. An Operator must certify to the Department that the construction activity will take place during a period when the value of the rainfall erosivity factor is less than five; or

- (B) Storm water controls are not needed based on a "total maximum daily load" (TMDL) approved or established by EPA that addresses the pollutant(s) of concern or, for non-impaired waters that do not require TMDLs, an equivalent analysis that determines allocations for small construction Sites for the pollutant(s) of concern or that determines that such allocations are not needed to protect water quality based on consideration of existing in-stream

concentrations, expected growth in pollutant contributions from all sources, and a margin of safety. For the purpose of this paragraph, the pollutant(s) of concern include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the construction activity. The Operator must certify to the Department that the construction activity will take place, and storm water discharges will occur, within the drainage area addressed by the TMDL or equivalent analysis.

- (ii) Any other construction activity designated by the Department, or in States with approved NPDES programs either the Department or the EPA Regional Administrator, based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to waters of the United States."

"Storm Water" means storm water runoff, snowmelt runoff, and surface runoff and drainage.

"Storm Water Discharge-Related Activities" as used in this permit, include: activities that cause, contribute to, or result in storm water point source pollutant discharges, including but not limited to: excavation, Site development, grading and other surface disturbance activities; and measures to control storm water including the siting, construction and operation of BMPs to control, reduce or prevent storm water pollution.

"Surface Waters of the State" means "Waters of the State" as defined in §122.2 of SC Regulation 61-9 except for groundwater.

"Total Maximum Daily Load" or "TMDL" means the sum of the individual wasteload allocations (WLAs) for point sources and load allocations (LAs) for nonpoint sources and natural background. If a receiving water has only one point source discharger, the TMDL is the sum of that point source WLA plus the LAs for any nonpoint sources of pollution and natural background sources, tributaries, or adjacent segments. TMDLs can be expressed in terms of either mass per time, toxicity, or other appropriate measure.

"Waters of the State" is defined in §122.2 of SC Regulation 61-9.

"Wetland" means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

ACRONYMS

BMP - Best Management Practices

CGP - Construction General Permit

CFR - Code of Federal Regulations

CWA - Clean Water Act

EPA - United States Environmental Protection Agency

MS4 - Municipal Separate Storm Sewer System

NOI - Notice of Intent

NOT - Notice of Termination

NPDES - National Pollutant Discharge Elimination System

POTW - Publicly Owned Treatment Works

SWPPP - Storm Water Pollution Prevention Plan

TMDL - Total Maximum Daily Load

APPENDIX B - SMALL CONSTRUCTION WAIVERS AND INSTRUCTIONS

These waivers are only available to storm water discharges associated with small construction activities (i.e., 1-5 acres). As the Operator of a small construction activity, you may be able to qualify for a waiver in lieu of needing to obtain coverage under this general permit based on: (A) a low rainfall erosivity factor, (B) a TMDL analysis, or (C) an equivalent analysis that determines allocations for small construction Sites are not needed. Each Operator, otherwise needing permit coverage, must notify DHEC of its intention for a waiver. It is the responsibility of those individuals wishing to obtain a waiver from coverage under this general permit to submit a complete and accurate waiver certification as described below. Where the Operator changes or another is added during the construction Project, the new Operator must also submit a waiver certification to be waived.

A. Rainfall Erosivity Waiver

Under this scenario the small construction Project's rainfall erosivity factor calculation ("R" in the Revised Universal Soil Loss Equation) is less than 5 during the period of construction activity. The Operator must certify to the Permitting Authority that construction activity will occur only when the rainfall erosivity factor is less than 5. The period of construction activity begins at initial earth disturbance and ends with final stabilization. Where vegetation will be used for final stabilization, the date of installation of a stabilization practice that will provide interim non-vegetative stabilization can be used for the end of the construction period, provided the Operator commits (as a condition of waiver eligibility) to periodically inspect and properly maintain the area until the criteria for final stabilization as defined in the construction general permit have been met. If use of this interim stabilization eligibility condition was relied on to qualify for the waiver, signature on the waiver with its certification statement constitutes acceptance of and commitment to complete the final stabilization process. The Operator must submit a waiver certification to DHEC prior to commencing construction activities.

Note: The rainfall erosivity factor "R" is determined in accordance with Chapter 2 of Agriculture Handbook Number 703, Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE), pages 21-64, dated January 1997; United States Department of Agriculture (USDA), Agricultural Research Service.

EPA funded a cooperative agreement with Texas A&M University to develop an online rainfall erosivity calculator. You can access the calculator from EPA's website at:

www.epa.gov/npdes/stormwater/cgp

Use of the calculator allows you to determine potential eligibility for the rainfall erosivity waiver. It may also be useful in determining the time periods during which construction activity could be waived from permit coverage. You may find that moving your construction activity by a few weeks or expediting Site stabilization will allow you to qualify for the waiver.

If you are the Operator of the construction activity and eligible for a waiver based on low erosivity potential, you must provide the following information on the waiver certification in order to be waived

from permitting requirements:

1. Name, address and telephone number of the construction Site Operators;
2. Name (or other identifier), address, county or similar governmental subdivision, and latitude/longitude of the construction Project or Site;
3. Estimated construction start and completion (i.e., final stabilization) dates, and total acreage (to the nearest quarter acre) to be disturbed;
4. The rainfall erosivity factor calculation that applies to the active construction phase at your Project Site; and
5. A statement, signed and dated by an authorized representative, as provided in §122.22 of SC Regulation 61-9 (see Appendix C of this permit), that certifies that the construction activity will take place during a period when the value of the rainfall erosivity factor is less than five.

At the time of publication, a Low Erosivity Waiver Form is not available. If EPA or DHEC does create a form, it will be noticed (either directly, by public notice, or by making information available on the Internet at:

www.epa.gov/npdes/stormwater/cgp or <http://www.scdhec.gov/stormwater>

Note: If the R factor is 5 or greater, you cannot apply for the rainfall erosivity waiver, and must apply for permit coverage as per Subpart 2.1 of the construction general permit, unless you qualify for the Water Quality Waiver as described below.

If your small construction Project continues beyond the projected completion date given on the waiver certification, you must recalculate the rainfall erosivity factor for the new Project duration. If the R factor is below five (5), you must update all applicable information on the waiver certification and retain a copy of the revised waiver as part of the Site SWPPP. The new waiver certification must be submitted prior to the projected completion date listed on the original waiver form to assure your exemption from permitting requirements is uninterrupted. If the new R factor is five (5) or above, you must submit an NOI as per Part 2.

B. TMDL Waiver

This waiver is available if a TMDL that addresses the pollutant(s) of concern and has determined that controls on storm water discharges from small construction activity are not needed to protect water quality. The pollutant(s) of concern include sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the construction activity. Information on TMDLs that have been established is available from EPA online at www.epa.gov/owow/tmdl/ and from DHEC at: www.scdhec.gov/water/tmdl/.

If you are the Operator of the construction activity and eligible for a waiver based on compliance with

a TMDL, you must provide the following information on the Waiver Certification form in order to be waived from permitting requirements:

1. Name, address and telephone number of the construction Site Operator(s);
2. Name (or other identifier), address, county or similar governmental subdivision, and latitude/longitude of the construction Project or Site;
3. Estimated construction start and completion (i.e., final stabilization) dates, and total acreage (to the nearest quarter acre) to be disturbed;
4. The name of the water body(s) that would be receiving storm water discharges from your construction Project;
5. The name and approval date of the TMDL; and
6. A statement, signed and dated by an authorized representative, as provided in §122.22 of SC Regulation 61-9 (see Appendix C of this permit), that certifies that the construction activity will take place and that the storm water discharges will occur, within the drainage area addressed by the TMDL.

C. Equivalent Analysis Waiver

This waiver is available for non-impaired waters only. The Operator can develop an equivalent analysis that determines allocations for his small construction Site for the pollutant(s) of concern or determines that such allocations are not needed to protect water quality. This waiver requires a small construction Operator to develop an equivalent analysis based on existing in-stream concentrations, expected growth in pollutant concentrations from all sources, and a margin of safety.

If you are a construction Operator who wants to use this waiver, you must develop your equivalent analysis and provide the following information to be waived from permitting requirements:

1. Name, address and telephone number of the construction Site Operator(s);
2. Name (or other identifier), address, county or similar governmental subdivision, and latitude/longitude of the construction Project or Site;
3. Estimated construction start and completion (i.e., final stabilization) dates, and total acreage (to the nearest quarter acre) to be disturbed;
4. The name of the water bodies that would be receiving storm water discharges from your construction Project;
5. Your equivalent analysis; and
6. A statement, signed and dated by an authorized representative, as provided in §122.22 of SC

Regulation 61-9 (see Appendix C of this permit), that certifies that the construction activity will take place and that the storm water discharges will occur, within the drainage area addressed by the equivalent analysis.

D. Waiver Deadlines and Submissions

1. Waiver certifications must be submitted prior to commencement of construction activities.
2. If you submit a TMDL or equivalent analysis waiver request, you are not waived until DHEC approves your request. As such, you may not commence construction activities until receipt of approval from DHEC.
3. Late Notifications: Operators are not prohibited from submitting waiver certifications after initiating clearing, grading, excavation activities, or other construction activities. DHEC may take enforcement for any unpermitted discharge or violations of laws or regulations that occur between the time construction commenced and waiver authorization is granted.

Submittal of a waiver certification is an optional alternative to obtaining permit coverage for discharges of storm water associated with small construction activity, provided you qualify for the waiver. Any discharge of storm water associated with small construction activity not covered by either a permit or a waiver may be considered an unpermitted discharge under the Clean Water Act and the SC Pollution Control Act. As mentioned above, DHEC may take enforcement for any unpermitted discharge or violations of laws or regulations that occur between the time construction commenced and either discharge authorization is granted or a complete and accurate waiver certification is submitted. DHEC may notify any Operator covered by a waiver that they must apply for a permit. DHEC may notify any Operator who has been in non-compliance with a waiver that they may no longer use the waiver for future Projects. Any member of the public may petition DHEC to take action under this provision by submitting written notice along with supporting justification.

Complete and accurate Rainfall Erosivity waiver certifications must be sent to the following address:

Storm Water and Agricultural Permitting Section
Bureau of Water
SC DHEC
2600 Bull Street
Columbia, SC 29201

Complete and accurate TMDL or equivalent analysis waiver requests must be sent to the following address:

Storm Water and Agricultural Permitting Section
Bureau of Water
SC DHEC
2600 Bull Street
Columbia, SC 29201

APPENDIX C – SECTIONS 122.41 AND 122.22 OF SC REGULATION 61-9

Section 122.41 of SC Regulation 61-9.

122.41. Conditions applicable to all permits. The following conditions apply to all NPDES permits. Additional conditions applicable to NPDES permits are in section 122.42. All conditions applicable to NPDES permit shall be incorporated into the permits either expressly or by reference. If incorporated by reference, a specific citation to the federal regulations (or the corresponding approved State regulations) must be given in the permit.

(a) **Duty to comply.** The permittee must comply with all conditions of the permit. Any permit noncompliance constitutes a violation of the Clean Water Act and the Pollution Control Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. The Department's approval of wastewater facility Plans and Specifications does not relieve the permittee of responsibility to meet permit limits.

(1) The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.

(2) Failure to comply with permit conditions or the provisions of this regulation may subject the permittee to civil penalties under S.C. Code Section 48-1-330 or criminal sanctions under S.C. Code Section 48-1-320. Sanctions for violations of the Federal Clean Water Act may be imposed in accordance with the provisions of 40 CFR Part 122.41(a)(2) and (3).

(3) A person who violates any provision of this regulation, a term, condition or schedule of compliance contained within a valid NPDES permit, or the State law is subject to the actions defined in the State law.

(b) **Duty to reapply.** If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. (But see 122.4(g)(2)).

(c) **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

(d) **Duty to mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

(e) **(1) Proper operation and maintenance.** The permittee shall at all times properly operate and maintain in good working order and operate as efficiently as possible all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the

permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes effective performance based on design facility removals, adequate funding, adequate operator staffing and training and also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

(2) The permittee shall develop and maintain at the facility a complete Operations and Maintenance Manual for the waste treatment facilities and/or land application system. The manual shall be made available for on-site review during normal working hours. The manual shall contain operation and maintenance instructions for all equipment and appurtenances associated with the waste treatment facilities and land application system. The manual shall contain a general description of: the treatment process(es), the operational procedures to meet the requirements of (e)(1) above, and the corrective action to be taken should operating difficulties be encountered.

(3)(i) Except as stated in (ii) below, the permittee shall provide for the performance of daily treatment facility inspections by a certified operator of the appropriate grade as defined in the permit for the facility. The inspections shall include, but should not necessarily be limited to, areas which require visual observation to determine efficient operation and for which immediate corrective measures can be taken using the O & M manual as a guide. All inspections shall be recorded and shall include the date, time, and name of the person making the inspection, corrective measures taken, and routine equipment maintenance, repair, or replacement performed. The permittee shall maintain all records of inspections at the permitted facility as required by the permit, and the records shall be made available for on-site review during normal working hours.

(ii) The Department may make exceptions to operating requirements, if stated in the permit, as follows:

(A) Attendance by the certified operator of the appropriate grade ("the operator") is normally required only on days when treatment or discharge occurs.

(B) For performance of daily inspections, permits may allow a reduced grade of operator for limited time periods under specific circumstances when justified by the permittee in a staffing plan and approved by the Department.

(C) Reduced inspection frequency, but in no case less than weekly, may be suitable when specified in the permit, if there is complete telemetry of operating data and there is either a simple treatment system with a low potential for toxicity but requiring pumps or other electrical functions or the ability to stop the discharge for an appropriate period when necessary.

(D) In other circumstances where the permittee demonstrates the capability to evaluate the facility in an alternative manner equivalent to the inspection requirements in subparagraph 3(i).

(E) Any exceptions allowed under (A), (B), (C), and (D) above may be subject to compliance with the permit conditions.

(4) (i) Purpose. This regulation establishes rules for governing the operation and maintenance of wastewater sewer systems, including gravity or pressure interceptor sewers. It is the purpose of this rule to establish standards for the management of sewer systems to prevent and/or minimize system failures that would lead to public health or environmental impacts.

(ii) Authority and applicability. Under Section 48-1-30 of the Code of Laws of South Carolina (1976 as amended), the Department is authorized to adopt such rules and regulations as may be necessary to implement the Pollution Control Act. This regulation applies to all sewer systems that have been or would be subject to a DHEC construction permit under Regulation 61-67 and whose owner owns or operates the wastewater treatment system to which the sewer discharges and which discharges under NPDES. Nothing in this regulation supersedes a more stringent requirement that may be imposed by sewer system owners that manage wastewater from satellite systems. This regulation (122.41(e)(4)) is effective when published in the State Register.

(iii) General requirements. The requirements to properly operate and maintain sewer systems are the responsibility of the system owner. General Standards. The sewer system owner must:

(A) Properly manage, operate, and maintain at all times all parts of its sewer system(s), to include maintaining contractual operation agreements to provide services, if appropriate;

(B) Provide adequate capacity to convey base flows and peak flows for all parts of the sewer system or, if capital improvements are necessary to meet this standard, develop a schedule of short and long term improvements;

(C) Take all reasonable steps to stop and mitigate the impact of releases of wastewater to the environment; and

(D) Notify the Department within 30 days of a proposed change in ownership of a sewer system.

(iv) [Reserved.]

(f) **Permit actions.** This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

(g) **Property rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.

(h) **Duty to provide information.** The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this

permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.

(i) **Inspection and entry.** The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:

(1) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;

(2) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;

(3) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

(4) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act and Pollution Control Act, any substances or parameters at any location.

(j) **Monitoring and records.**

(1) (i) (A) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

(B) Samples shall be reasonably distributed in time, while maintaining representative sampling.

(C) No analysis, which is otherwise valid, shall be terminated for the purpose of preventing the analysis from showing a permit or water quality violation.

(ii) **Flow Measurements.**

(A) Where primary flow meters are required, appropriate flow measurement devices and methods consistent with accepted scientific practices shall be present and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of not greater than 10 percent from the true discharge rates throughout the range of expected discharge volumes. The primary flow device, where required, must be accessible to the use of a continuous flow recorder.

(B) Where permits require an estimate of flow, the permittee shall maintain at the permitted facility a record of the method(s) used in "estimating" the discharge flow (e.g., pump curves, production charts, water use records) for the outfall(s) designated on limits pages to monitor flow by an estimate.

(C) Records of any necessary calibrations must be kept.

(iii) The Department may designate a single, particular day of the month on which any group of parameters listed in the permit must be sampled. When this requirement is imposed in a permit, the Department may waive or alter compliance with the permit requirement for a specific sampling event for extenuating circumstances.

(iv) The Department may require that a permittee monitor parameters in the stream receiving his permitted discharge as necessary to evaluate the need for and to establish limits and conditions and to insure compliance with water quality standards (i.e., R.61-68).

(2) Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by R.61-9.503 or R.61-9.504); the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Department at any time.

(3) Records of monitoring information shall include:

- (i) The date, exact place, and time of sampling or measurements;
- (ii) The individual(s) who performed the sampling or measurements;
- (iii) The date(s) analyses were performed;
- (iv) The individual(s) who performed the analyses;
- (v) The analytical techniques or methods used; and
- (vi) The results of such analyses.

(4) Analyses for required monitoring must be conducted according to test procedures approved under 40 CFR Part 136 unless other test procedures have been specified in the permit or, in the case of sludge use or disposal, unless otherwise specified in R.61-9.503 or R.61-9.504.

(5) The PCA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$25,000 or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment provided by the Clean Water Act is also by imprisonment of not more than 4 years.

(k) Signatory requirement.

(1) All applications, reports, or information submitted to the Department shall be signed and certified (See section 122.22).

(2) The PCA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$25,000 per violation, or by imprisonment for not more than two years per violation, or by both.

(l) Reporting requirements.

(1) **Planned changes.** The permittee shall give notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

(i) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in section 122.29(b); or

(ii) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under section 122.42(a)(1).

(iii) The alteration or addition results in a significant change in the permittee's sewage sludge or industrial sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan (included in the NPDES permit directly or by reference);

(2) **Anticipated noncompliance.** The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

(3) **Transfers.** This permit is not transferable to any person except after notice to the Department. The Department may require modification or revocation and reissuance of the permit to change the name of permittee and incorporate such other requirements as may be necessary under the Pollution Control Act and the Clean Water Act. (See section 122.61; in some cases, modification or revocation and reissuance is mandatory.)

(4) **Monitoring reports.** Monitoring results shall be reported at the intervals specified in the permit.

(i) Monitoring results must be reported on a Discharge Monitoring Report.

(DMR) or forms provided or specified by the Department for reporting results of monitoring of sludge use or disposal practices.

(ii) If the permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR Part 136 or, in the case of sludge use or disposal, approved under 40 CFR Part 136 unless otherwise specified in R.61-9.503 or R.61-9.504, or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Department.

(iii) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Department in the permit.

(5) Compliance schedules. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

(6) Twenty-four hour reporting.

(i) The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

(ii) The following shall be included as information which must be reported within 24 hours under this paragraph.

(A) Any unanticipated bypass which exceeds any effluent limitation in the permit. (See section 122.44(g)).

(B) Any upset which exceeds any effluent limitation in the permit.

(C) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit to be reported within 24 hours (See section 122.44(g)).

(iii) The Department may waive the written report on a case-by-case basis for reports under paragraph (1)(6)(i) of this section if the oral report has been received within 24 hours.

(7) Other noncompliance. The permittee shall report all instances of noncompliance not reported under paragraphs (1)(4), (5), and (6) of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (1)(6) of this section.

(8) Other information. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

(m) Bypass.

(1) Definitions.

(i) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.

(ii) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraph (m)(3) and (m)(4) of this section.

(3) Notice.

(i) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten days before the date of the bypass.

(ii) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (1)(6) of this section (24-hour notice).

(4) Prohibition of bypass

(i) Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless:

(A) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(C) The permittee submitted notices as required under paragraph (m)(3) of this section.

(ii) The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three conditions listed above in paragraph (m)(4)(i) of this section.

(n) Upset.

(1) Definition. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. A upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(2) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (n)(3) of this section are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

(3) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(i) An upset occurred and that the permittee can identify the cause(s) of the upset;

(ii) The permitted facility was at the time being properly operated; and

(iii) The permittee submitted notice of the upset as required in paragraph (l)(6)(ii)(B) of this section (24 hour notice).

(iv) The permittee complied with any remedial measures required under paragraph (d) of this section.

(4) Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

(o) Misrepresentation of Information.

(1) Any person making application for a NPDES discharge permit or filing any record, report, or other document pursuant to a regulation of the Department, shall certify that all information contained in such document is true. All application facts certified to by the applicant shall be considered valid conditions of the permit issued pursuant to the application.

(2) Any person who knowingly makes any false statement, representation, or certification in any application, record, report, or other documents filed with the Department pursuant

to the State law, and the rules and regulations pursuant to that law, shall be deemed to have violated a permit condition and shall be subject to the penalties provided for pursuant to 48-1-320 or 48-1-330.

Section 122.22 of SC Regulation 61-9.

122.22. Signatories to permit applications and reports.

(a) Applications. All permit applications shall be signed as follows:

(1) For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:

(i) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or

(ii) The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or

(3) For a municipality, State, Federal, or other public agency or public facility: By either a principal executive officer, mayor, or other duly authorized employee or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:

(i) The chief executive officer of the agency, or

(ii) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrator, Region IV, EPA).

(b) All reports required by permits, and other information requested by the Department, shall be signed by a person described in paragraph (a) of this section, or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) The authorization is made in writing by a person described in paragraph (a) of this section;

(2) The authorization specifies either an individual or a position having

responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) and,

(3) The written authorization is submitted to the Department.

(c) Changes to authorization. If an authorization under paragraph (b) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph (b) of this section must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.

(d) Certification. Any person signing a document under paragraph (a) or (b) of this section shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."



Pet 32

C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

VIA CERTIFIED MAIL, ARTICLE NO. 7007 1490 0004 3586 7443
ARTICLE NO. 7008 1300 0000 1494 3039

November 5, 2008

Mr. Dan M. Lynch
Jasper Station, LLC
P.O. Box 448
Port Royal, SC 29935

RE: **Warning Notice: Operation without a Permit**
SC Hwy 141 and Road S-27-162
Hardeeville, SC
TMS # 80-00-03-065
DHEC File No. # 27-06-08-01
Jasper County



Dear Mr. Lynch:

Be advised that based on recent inspections conducted on October 15, 2008 and October 23, 2008, the Department has determined that land disturbing activities have been initiated on your site without NPDES permit coverage for storm water discharges. According to Water Pollution Control Permits, 24 S.C. Code Ann. Regs. 61-9.122.26(a) (Supp. 2007), you are required to apply for and obtain a National Pollutant Discharge Elimination System (NPDES) permit prior to initiating land-disturbing activity. Please note that such actions are considered unlawful and place you in violation of the Pollution Control Act, S.C. Code Ann § 48-1-90(a) (2008).

You are hereby requested to discontinue any work activity at this site other than the installation and maintenance of storm water, sediment and erosion control measures as directed by your design engineer for stabilization. In addition, site stabilization should be initiated in accordance with the standards set forth in the NPDES General Permit for Storm Water Discharges from Large and Small Construction Activities, effective September 1, 2006.

In accordance with the Pollution Control Act and Water Pollution Control Permits, all owners and operators of a site may be legally accountable for compliance with the terms and conditions of the Pollution Control Act. As indicated in my letter dated October 28, 2008, this matter is being referred to Enforcement staff for further consideration. Please respond within three (3) working days to this office, at (843) 953-0200, with a time frame to bring this project into compliance.

Sincerely,

Shannon Hicks
Manager, Stormwater & State Certification

cc: Barbara Neale
Rheta Geddings
Heather Kellerman
Mary Shahid - via certified mail, with attachments

Attachments

000888



FILED

JUN 16 2010

**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

SC ADMIN. LAW COURT

DTG Holdings, LLC, and
Jasper Station Associates, LLC,

Petitioners,

v.

South Carolina Department of
Health & Environmental Control,

Respondent.

Docket No. 10-ALJ-07-0217-CC

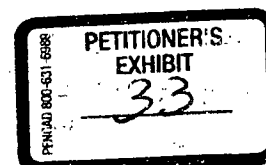
AFFIDAVIT OF RYAN M. SMITH

Personally appeared before me Ryan M. Smith, who being duly sworn, deposes and says:

1. I am employed by Thomas and Hutton, an engineering, surveying and planning firm, which has multiple locations throughout the Southeast. I am employed by Thomas and Hutton and work in their Savannah, Georgia office. I am a Professional Engineer ("P.E.") specializing in civil engineering, licensed in Georgia and South Carolina.

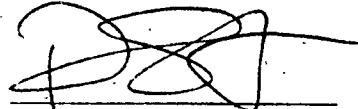
2. I, along with my firm, was responsible for the preparation and submittal of the NOI submitted by DTG Holdings, LLC, under the name of Red Oaks Plaza Phase III. I signed the stormwater plans, which were submitted to DHEC.

3. Following DHEC's letter of August 21, 2009 regarding the Notice of Intent to Terminate Coverage for Red Oaks Plaza Phase 3, Mitchell Bohannon, President and CEO of Thomas and Hutton, drafted a letter responding to the allegations set forth in the letter. I consulted with Mr. Bohannon in the drafting of this letter and am personally familiar with the facts giving rise to this letter. A copy of the letter, dated August 27, 2009, is attached to this Affidavit as Exhibit 1. The position set forth in the letter is consistent with my position regarding the facts at issue in this case.



position set forth in the letter is consistent with my position regarding the facts at issue in this case.

FURTHER AFFIANT SAYETH NOT.


Ryan M. Smith, P.E.

SWORN to and subscribed before me
this 17th day of June, 2010

Mary B. Pendley
Notary Public for State of South Carolina
My Commission Expires: 1/6/2016

THOMAS & HUTTON ENGINEERING CO.

935 HOUSTON NORTHCUTT BOULEVARD
POST OFFICE BOX 1522
MOUNT PLEASANT, SOUTH CAROLINA 29465-1522
TELEPHONE (843) 849-0200
FAX (843) 849-0203

August 27, 2009

Ms. Barbara Neale
Director, Regulatory Programs Division
Ocean and Coastal Resource Management
1362 McMillan Avenue, Suite 400
Charleston, SC 29405

Re: Red Oaks Phase 3

Dear Ms. Neale:

We received your letter dated August 21, 2009 regarding the Notice of Intent to Terminate Permit Coverage for Red Oaks Phase 3.

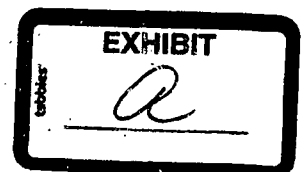
Thomas and Hutton Engineering Co. has a long standing relationship with OCRM. We have been in business for over 62 years and we have always operated with the utmost professional integrity. Over the past twenty years Thomas and Hutton professionals have designed and handled permitting for thousands of development projects in the region. Our staff has consistently maintained communication with DHEC staff and strives to resolve our differences in opinion in a professional manner. Therefore, we are troubled with the accusatory tone of your letter. Your letter incorrectly states the applicant failed to disclose or misrepresented relevant facts. Your letter alleges this misrepresentation and failed disclosure occurred in three sections of the NOI.

Section IIB. - Property Owner Information:

The application requests information pertaining to the Owner/Operator for the site. The company listed on the NOI was under contract to purchase the property and was going to be the Operator responsible construction activities of the site. Our intent was not to mislead or misrepresent, but instead to reflect the situation at the time permit coverage is triggered - when construction commences. This is what we understood to be the correct representation as in most NOI applications we prepare; the actual land owner is under contract with a third party. Moreover, it is unfair for OCRM to allege that we mislead the agency as to ownership of the property. The NOI was accompanied by a verified jurisdictional determination from the Corps of Engineers that indicated this parcel was part of the Jasper Station Tract. The letter from the Corps of Engineers even included the name of one of the partners in Jasper Station, LLC, Dan Lynch. OCRM staff is familiar with Mr. Lynch, having met with him at least twice on matters related to the Jasper Station Tract. It is unfair for OCRM to state that they were misled as to property ownership.

SAVANNAH, GEORGIA * MYRTLE BEACH, SOUTH CAROLINA * WILMINGTON, NORTH CAROLINA * BRUNSWICK, GEORGIA

000891



Section III.G. - Notice to Comply:

Please note the application was prepared and signed by the Engineer of Record in October 2008, as indicated on the NOI. The NOI was not signed until February by the Operator because we were waiting on the wetland determination to be approved by the United States Army Corps of Engineers. The wetland determination dated January 16, 2009, which was forwarded to your office and included in our NOI application indicates the determination was prepared on behalf of Dan Lynch. The determination was for the depicted area from the plat and the plat was entitled "This Plat Prepared At The Request Of / Jasper Station Associates, LLC / A Boundary Survey Of A 18.41 Acre Tract / Being A Portion of Tax Map #080-00-03-065 / Near Cherry Point, Jasper County, South Carolina". Following the receipt of the wetland determination, the Owner/Operator signed the NOI and it was submitted to OCRM. We were unaware of the letter dated November 5, 2008 at the time the NOI was prepared. The letter is regarding a Warning Notice and not specifically listed as a Notice to Comply or Notice of Violation as required in the NOI. And, OCRM staff inspected the Jasper Station tract and the acreage under contract to DTG Holdings at least three times but never commenced enforcement. The report from the final visit, in January of 2009, indicated that enforcement was still to be determined. It is unfair and inaccurate to conclude that we were required to provide this information to OCRM.

Section III.I. - Other Approvals for this Site:

As indicated on the NOI, the line was left blank. This was an oversight on our part as a permit application had been made by our office for another party. This oversight absolutely was not done intentionally. The following information was provided that clearly identified the property that was the subject of the permit application. In fact, when we obtained approval for DTG Holdings we assumed that OCRM had granted the approval knowing that the parcel was part of the Jasper Station Tract. It never occurred to us that OCRM did not realize the parcel was part of the Jasper Station Tract when we included the following information associated with the site in our submittal:

- Latitude and Longitude
- Tax Map Number
- Wetland Determination
- Boundary Survey associated with Wetland Determination
- Vicinity Map
- Digital Project Boundary on State Plane Coordinates
- Multiple Exhibits illustrating the site(as a portion of the larger Jasper Station Tract)

Based on the information provided, OCRM should have discerned where the project was located and commented to us that the NOI was incomplete. At that time, we would have revised the NOI and resubmitted. OCRM has always contacted us and advised us the application is incomplete prior to the review commencing. This same theory would apply to the information provided under Section III.G. It is unreasonable to accuse us of misrepresentation when the information provided clearly discloses the location of the property.

Ms. Barbara Neale
Ocean and Coastal Resource Management
August 27, 2009
Page 3

We request you rescind or correct your letter and any inference that Thomas and Hutton intentionally and materially misrepresented information or facts related to this project. We understand members of OCRM staff have openly discussed their opinions that Thomas & Hutton intentionally misrepresented information on the application. If in fact that is the case, we demand a letter correcting these false statements. We would also request a meeting with you and your staff so that we can professionally and amicably resolve any issues OCRM has with this project.

Sincerely,

THOMAS & HUTTON ENGINEERING CO.



J. Mitchell Bohannon III, P.E.
President / CEO / Chairman of the Board

JMB/kts

cc: Mr. Gregg Malphrus
Ryan M. Smith, P.E.

000893

DTG Holdings, LLC, and
Jasper Station Associates, LLC;

Petitioners,

y.

South Carolina Department of
Health & Environmental Control,

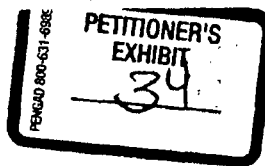
Respondent.

FILED

Davis Whitfield-Cargile, Esq.
SCDHEC
1362 McMillan Ave., Suite 400
Charleston, SC 29405

SC ADMIN. LAW COURT

Rob Hoxley



* John D. Shields +
Linda G. Shields

D H E C																					
Notice of Intent (NOI) for Stormwater Discharges from Large and Small Construction Activities, NPDES General Permit SCR100000																					
For official use only File number: <u>100910401</u> Permit number: <u>SCR10K913</u> Submission package complete: _____ Public Notice Start Date (OCRA only): _____	For official use only S.C. Department of Health & Environmental Control Office of Ocean & Coastal Resource Management APPROVED FOR CONSTRUCTION ONLY Approved by: <u>[Signature]</u> Certification Issued Date: <u>4/23/09</u> NPDES Issued Date: <u>2/1/2010</u> NPDES Coverage #: <u>SCR10K913</u>																				
Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5. Date: <u>1/28/10</u> Project Site Name: <u>Belemides</u> County: <u>Charleston</u> Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (see instructions) If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No																					
I. Project Information Project Owner/Operator (Company or person): <u>Y-Ba, Inc.</u> Company EIN: <u>41-1111111</u> Phone: <u>704-972-0670</u> Fax: <u>704-972-0670</u> Mailing Address: <u>212 South Troup Street Suite 1700</u> City: <u>Charleston</u> State: <u>SC</u> Zip: <u>29401</u> Permit Contact (if owner is company): <u>Yves Baheer</u> Phone: <u>704-972-0670</u> Mailing Address: <u>212 South Troup Street Suite 1700</u> City: <u>Charleston</u> State: <u>SC</u> Zip: <u>29401</u> Email address (optional): <u>Yves.Baheer@yba.com</u>																					
II. Property Information A. Site location (street address, nearest intersection, etc.): <u>SE of Base Road and Old Charleston Hwy</u> City/Town (if in limits): <u>Charleston</u> Latitude: <u>32° 52' N</u> Longitude: <u>80° 04' W</u> Tax map # (if all): <u>285-00-00-011</u> B. Property Owner: <u>Y-Ba, Inc.</u> Phone: <u>704-972-0670</u> Mailing Address: <u>212 South Troup Street Suite 1700</u> City: <u>Charleston</u> State: <u>SC</u> Zip: <u>29401</u>																					
III. Site Information A. Disturbed area (to the nearest tenth of an acre): <u>1.5</u> acres Total area: <u>1.5</u> acres B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No LCP/Overall Development Name: _____ Check here if this is the last phase: ☒ Previous state permit file number: _____ Previous NPDES coverage number: <u>SCR10-1111</u> C. Start Date (MM/DD/YYYY): <u>2/1/10</u> Completion Date: <u>6/1/10</u> D. Is this site located on Indian Land? ☐ Yes ☒ No If yes, name of reservation: _____ E. Type of Activity (check one): ☒ Commercial ☐ Industrial ☐ Institutional ☐ Residential Single-family ☐ Multi-use (Commercial & Residential) ☐ Other: ☐ Linear ☐ Residential Multi-family ☐ Site Preparation (No new impervious) F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No H. Is any part of the property located inside an MSA or urbanized area? ☒ Yes ☐ No If yes, list the MSA operator or urbanized area name: <u>City of Charleston</u> I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA). <u>N/A</u>																					
IV. Waterbody Information A. Nearest receiving waterbody(s) (RWB): <u>Marshes of the Stono River</u> Distance to nearest RWB (feet): <u>150</u> Classification of nearest RWB: <u>SEH</u> Nearest named RWB: <u>Stono River</u>																					
<table border="1"><thead><tr><th>B. 1. Waters of the U.S./State</th><th>On the site?</th><th>Delineated/Identified?</th><th>Impacts?</th><th>Amount of Impacts</th></tr></thead><tbody><tr><td>a. Jurisdictional wetlands</td><td>☐ Yes ☒ No</td><td>☐ Yes ☒ No</td><td>☐ Yes ☒ No</td><td>- AC</td></tr><tr><td>b. Non-jurisdictional wetlands</td><td>☐ Yes ☒ No</td><td>☐ Yes ☒ No</td><td>☐ Yes ☒ No</td><td>- AC</td></tr><tr><td>c. Other Water(s) List:</td><td>☐ Yes ☒ No</td><td>☐ Yes ☒ No</td><td>☐ Yes ☒ No</td><td>- AC - Feet</td></tr></tbody></table>		B. 1. Waters of the U.S./State	On the site?	Delineated/Identified?	Impacts?	Amount of Impacts	a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- AC	b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- AC	c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- AC - Feet
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c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- AC - Feet																	
2. If yes for Impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact. <u>N/A</u>																					

CHARLESTON COUNTY
Auditor
Peggy A. Mosley

- MAIN MENU
- EXIT

Parcel ID
2850000047Sub-Division
PT OAKLANDTax District
63, City of Charleston

Legal Description : TRACT A

Acreage High : 2.34 Marsh : 0 Swamp : 0 Water : 0 Total : 2.34

Jurisdiction : CNTY-ASSESSR

Property Address : SAVANNAH HWY

Mailing Address : 913 RIVER RD, JOHNS ISLAND- SC, 29455-8729

Current Owner : 1	Current Owner : 2	Owner 1 as of Jan 1	Owner 2 as of Jan 1	Deed	Deed Date	Sale Date	Sale Price
		SHIELDS JOHN D	SHIELDS LINDA G	V287-611	08/01/1997	08/01/1997	\$75,000

CARD
IMAGEPLAT
COMMENTOWNER
COMMENT

For Plat Comment and Owner Comment information on plats and deeds recorded prior to 01/05/2004, please click on Card Image button.

Basic deed transfer information is complete back to 1991.
For records and transactions preceding that date, please click on Card Image button.

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Report technical problems with this site to webmaster@charlestoncounty.org

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF CHARLESTON)

WHEREAS, the property to be hereinafter more fully described was conveyed to James Green, Jr. by Pauline H. Bailey by deed dated and recorded May 3, 1961, in Book X-72, page 329, RMC Office for Charleston County, which deed was re-recorded on May 11, 1961, in Book Z-72, page 51, RMC Office for Charleston County; and

WHEREAS, the said James Green, Jr. died seized and possessed of a fee simple title to the subject property as will appear by reference to the records in the Probate Court for Charleston County in File #86-ES-10-427, with the date of death of the said James Green, Jr. being either January 9, 1984, or January 9, 1985; and

WHEREAS, thereafter one Mazalene D. Keeton f/k/a Mazalene D. Green filed suit in the Court of Common Pleas for Charleston County as will be reflected in the records of the Clerk's Office for Charleston County in Case #86-CP-10-2809, wherein the said Mazalene D. Keeton f/k/a Mazalene D. Green did allege that she was the former wife of James Green, Jr.; she further alleged that pursuant to a Decree of Divorce dissolving the bonds of matrimony between the parties that the said James Green, Jr. was to convey an undivided one-half interest in the subject property to her and that he failed to do so prior to his death, with the date of death according to the Common Pleas action being the date of January 9, 1985; and

WHEREAS, the Honorable Louis E. Condon, at that time Master-in-Equity for Charleston County thereafter issued a Decree dated August 24, 1987, rendering a verdict in favor of the said Mazalene D. Keeton f/k/a Mazalene D. Green and the said Master did thereafter execute a Master's Deed to Mazalene D. Keeton conveying to her an undivided one-half interest in the subject property; said Master's Deed being dated January 22, 1988, and recorded February 3, 1988, in Book E-172, page 747, RMC Office for Charleston County; and

WHEREAS, at the time of his death the said James Green, Jr. left as his sole heirs at law under the Statute of Descent and Distribution of South Carolina the following persons, to-wit: Janie H. Green (his mother); Evelyn Grant n/k/a Evelyn G. Caviness (his sister); and Delores G. Solomon (his sister); and

WHEREAS, the said Janie H. Green thereafter died testate on or about March 9, 1993, leaving a Will dated October 30, 1988, that was admitted into probate in common form in the Probate Court for Charleston County as will appear by reference to the records in the Probate Court for Charleston County in File #93-ES-10-432; and

WHEREAS, the property to be hereinafter more fully described was devised under Item Four of the Last Will and Testament of Janie

H. Green which provided that the subject property be sold and liquidated by her Personal Representative upon such terms and conditions as the Personal Representative and in her sole discretion shall deem just and equitable and the Will thereafter provided for the proceeds of sale to be disbursed to certain devisees; and

WHEREAS, Delores G. Solomon qualified as the Personal Representative of the Estate of Janie H. Green and is acting in such capacity at the present time; and

WHEREAS, the owners of the property at the present time and the interest of the respective owners of the subject property at the present time are as follows, to-wit:

Mazalene D. Keeton	3/6
Delores G. Solomon, individually	1/6
Evelyn Caviness f/k/a Evelyn Grant	1/6
Delores G. Solomon, as PR of the Estate of Janie H. Green	1/6

WHEREAS, all of the above owners of the property have entered into a contract of sale to sell the property to be hereinafter more fully described to John D. Shields and Linda G. Shields for the consideration of SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS:

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Mazalene D. Keeton f/k/a Mazalene D. Green, Delores G. Solomon, individually and Evelyn Caviness f/k/a Evelyn Grant and Delores G. Solomon as Personal Representative of the Estate of Janie H. Green, in the State aforesaid, for/and in consideration of the sum of SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS to us in hand paid at and before the sealing of these presents by us, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JOHN D. SHIELDS AND LINDA G. SHIELDS, the following described real property:

ALL that lot, piece or parcel of land, situate, lying and being at the southeast corner of Old U.S. Highway 17 and South Carolina Highway 610, Charleston County, state aforesaid.

MEASURING AND CONTAINING on the north line fronting on U.S. Highway 17, Three Hundred (300') feet, the same on the south or back line, by Two Hundred (200') feet in depth from north to south on the east and west line, be the said dimensions a little more or less.

BK V287PG613

Property herein being more fully shown and designated as Parcel "X" on a plat of lands of Wilfred H. Clark made by J.P. Gaillard, C.E. dated October 1941, recorded in the RMC Office for Charleston County in Book H-43, page 83.

TMS #285-00-00-047

ADDRESS OF GRANTEE:

913 River Road

Charleston, SC 29455

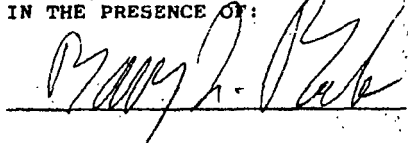
TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said JOHN D. SHIELDS AND LINDA G. SHIELDS, their heirs and assigns forever.

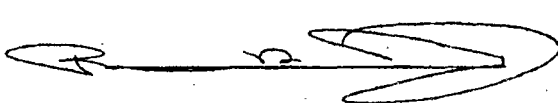
AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said JOHN D. SHIELDS AND LINDA G. SHIELDS, their heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 1st day of August in the year of our Lord one thousand nine hundred and ninety-seven and in the two hundred and twenty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Mary L. Park


Marlene D. Keeton




Belores G. Solomon, individually

Evelyn Caviness f/k/a Evelyn L. Grant
Evelyn Caviness f/k/a Evelyn L.
Grant

BY: John M. Bleecker, Jr.
John M. Bleecker, Jr.
her atty-in-fact

Delores G. Solomon
Delores G. Solomon, as Personal
Representative of the Estate of
Janie H. Green

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named grantors sign, seal and as their act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this

1st day of August, 1997.

Mary J. Pate (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Comm. Expires: 6/30/99

OK V287PG615

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

- PERSONALLY APPEARED before me the undersigned, who being duly sworn, depose and says:
I have read the information on this Affidavit and I understand such information.
- The property being transferred is located at Parcel X, Old U.S. Hwy 17 & S.C. Hwy 610, bearing Charleston County Tax Map Number 283-00-00-047 was transferred by Hazelene D. Keeton, et al to John D. Shields and Linda G. Shields on August 1, 1997.
 - Check one of the following: The deed is
 - ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - ☐ exempt from the deed recording deed because (See Information section of Affidavit):
(If exempt, please skip items 4 - 7 and go to item 8 of this Affidavit.)
 - Check one of the following if either item 3(a) or item 3(b) has been checked (See Information section of this affidavit):
 - ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 75,000.00.
 - ☐ The fee is computed on the fair market value of the realty which is _____.
 - ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
 - Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remainder on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: _____.
 - The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here	\$ 75,000.00
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	\$ -0-
(c) Subtract Line 6(b) from Line 6(a) and place result here:	\$ 75,000.00

- The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 277.50.
- As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as purchasers.
- I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

John D. Shields
John D. Shields
Linda G. Shields
Linda G. Shields

SWORN to before me this
1st day of August, 1997.
[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 6/30/99

000901

LEGARE, RARE & SMITH
P. O. BOX 578
CHARLESTON, S. C. 29402

BK V287PG616

FILED

V287-611
97 AUG -1 PM 2:13

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee 11.00
State Fee 195.00
County Fee 82.50
Postage _____
TOTAL 288.50
A

THIS VERIFIED
SAC SC
DTD 8-5-97

Recorded this 1 day of Aug Year 97
On Property Record Card
James A. Mosley
Auditor Charleston County

RECEIVED
TELE COPY
CHARLIE LYBRAND
REGISTER MESSENGER CONVEYANCE
CHARLESTON COUNTY, SC
DATE: August 30, 2010
BY: Charlie Lybrand
B.F.



BP0091542

RMC BK 0091 Pg 542 : pg 1 *

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That We, **John D. Shields and Linda G. Shields**, herein referred to as "Grantors", in the State aforesaid, for and in consideration of the sum of **SEVEN HUNDRED FIFTY THOUSAND AND 00/100 (750,000.00) Dollars**, paid to Grantor in hand at and before the sealing of these presents by **Emma C. Seymour, Trustee of the Seymour Family GST Irrevocable Trust dated June 25, 2004**, hereinafter referred to as "Grantee", in the state aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, her heirs successors and assigns forever:

ALL that certain lot, piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina, known and designated as "Tract A-1" as shown on a plat made by **Richard D. Lacey, S.C.F.L.S.** 16120 of **HLA, Inc.** dated March 10, 2009, entitled, "Plat Showing The Subdivision of Tract A (TMS #285-00-00-047) Containing 3.246 Acres into Tract A-1 (Containing 0.905 Acres) and Tract A Residual (Containing 2.341 Acres) Prepared for John & Linda Shields located in The City of Charleston, Charleston County, South Carolina," said plat being recorded in the RMC Office for Charleston County in Plat Book L09, Page 352. Said lot having such size, shape, dimensions, buttings and boundings as will appear by reference to said plat and said plat is made a part and parcel of this description by reference thereto.

SUBJECT to all covenants, conditions, restrictions, reservations, easements and other matters affecting the subject property as filed in the RMC Office for Charleston, SC.

This being a portion of the same property conveyed unto the Grantors herein by deed of **Mazalene D. Keeton f/k/a Manalene D. Green, et. al.** dated August 1, 1997 and recorded in the Office of the RMC for Charleston County in Deed Book V287 at Page 611.

TMS #285-00-00-236

GRANTEE(S) ADDRESS: 212 South Tryon Street #1700
Charlotte, NC 28281

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

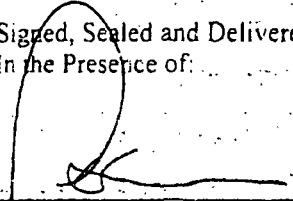
000903

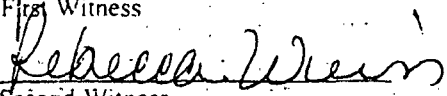
TO HAVE AND TO HOLD, all and singular, the said Premises aforementioned unto the said Grantee above named, her heirs, successors and assigns forever.

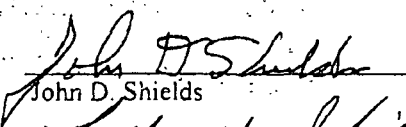
Grantor do hereby bind themselves and their heirs Personal Representatives Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Grantee and Grantees heirs, successors and assigns, against the Grantors and the Grantor's heirs and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

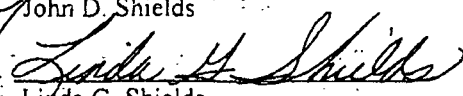
WITNESS the Grantors hand and seal this 19 day of October, 2009.

Signed, Sealed and Delivered
In the Presence of:


First Witness


Second Witness


John D. Shields

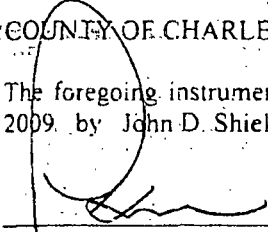

Linda G. Shields

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 19th day of October, 2009, by John D. Shields and Linda G. Shields.


Notary Public for South Carolina

My Commission Expires 10/15/2019

(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date: November 17, 2009

RMC BK 001 Pg 542 : pg 3 *

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY: John D. Shields and Linda G. Shields TO Emma C. Seymour, Trustee of the Seymour Family GST Irrevocable Trust dated June 25, 2004 ON October 19, 2009

3. Check one of the following: The DEED is

- (A) X subject to the deed recording fee as a transfer for consideration paid or to be paid in Money or Money's worth.
(B) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity or is a transfer to a trust or as a distribution to a trust beneficiary.
(C) EXEMPT from the deed recording fee because (exemption # _____)
(Explanation if required)
(If Exempt, please skip items 4-6. and go to item 7 of this affidavit.)

4. Check one of the following if either item 3(A) or item 3(B) above has been checked.

- (A) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 750,000.00.
(B) The fee is computed on the fair market value of the realty, which is \$ _____.
(C) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ 0.

6. The DEED Recording Fee is computed as follows

- (A) \$750,000.00 the amount listed in item 4 above
(B) the amount listed in item 5 above (no amount place zero)
(C) \$750,000.00 Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor(s).

8. Check if Property other than Real Property is being transferred on this Deed.

- (A) _____ Mobile Home
(B) _____ Other

9. _____ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of

deceased CASE NUMBER _____ Personally appeared before me the undersigned _____ attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina, that he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of _____ a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than _____ one year, or both.

Sworn to before me this 19th day of October, 2009

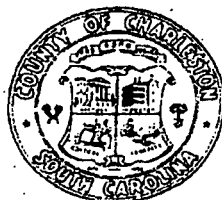
Notary Public for
South Carolina
My Commission Expires: 10/15/2019
(SEAL)

John D. Shields
John D. Shields

000905

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

D CARLYLE ROGERS JR

PO BOX 2468

MT PLEASANT SC 29465

RECORDED		
Date:	November 12, 2009	
Time:	4:10:53 PM	
Book	Page	DocType
0091	542	Deed
Charlie Lybrand, Register Charleston County, SC		

RMC BK 0091 Pg 542 : pg 4 *

MAKER:

SHIELDS JOHN AL

Note:

RECIPIENT:

SEYMOUR EMMA TR AL

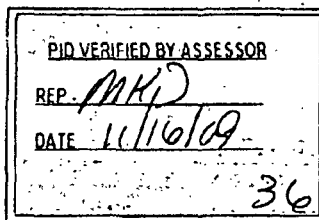
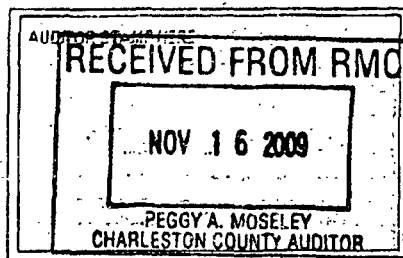
Original Book:

Original Page:

of Pages: 4

Recording Fee	\$ 10.00
State Fee	\$ 1,950.00
County Fee	\$ 825.00
Extra Pages	\$
Postage	\$
Chattel	\$
TOTAL	\$ 2,785.00

DRAWER	Drawer 1
CLERK	CFB



0091
Book



542
Page



11/12/2009
Recorded Date



4
Pgs



Original Book



Original Page



Doc Type



16:10:53
Recorded Time

CERTIFIED
TRUE COPY
CHARLIE LYBRAND
REGISTER, MEGNE CONVEYANCE
CHARLESTON COUNTY, SC
DATE: August 30, 2010
BY: Charlie Lybrand

0558-319

DHEC 2817 (07/2008)

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

000907

CHARLESTON COUNTY
Auditor
Sagey A. Moulay

- MAIN MENU
- EXIT

Parcel ID
3091600043

Sub-Division

Tax District
63, City of Charleston

Legal Description: TRACT B-3

Acres: High: 3.31 Marsh: 0 Swamp: 0 Water: 0 Total: 3.31

Jurisdiction: CNTY-ASSESSR

Property Address: SAVAGE RD

Mailing Address: PO BOX 11688, ATLANTA- GA, 30355-1688

M + J Properties

>361-762

Current Owner - 1	Current Owner - 2	Owner 1 as of Jan 1	Owner 2 as of Jan 1	Deed	Deed Date	Sale Date	Sale Price
		THREE R REALTY.CO		B124-023	11/21/1980	11/14/1980	\$158,000

CARD
IMAGE

PLAT
COMMENT

OWNER
COMMENT

For Plat Comment and Owner Comment information on plats and deeds recorded prior to 01/05/2004, please click on Card Image button.

Basic deed transfer information is complete back to 1981.
For records and transactions preceding that date, please click on Card Image button.

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E-mail your comments or questions about this site to publicinfo@charlestoncounty.org
Report technical problems with this site to webmaster@charlestoncounty.org

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) LIMITED WARRANTY DEED

WHEREAS, title to the hereinafter described property is held in the name of Three R Realty Company, a Partnership ("Three R") which is a general partnership with two general partners, Mary Clay Courtland ("Courtland") and Jack M. Rice, Jr. ("Rice"); and

WHEREAS, Courtland and Rice are also general partners in M & J Properties, a general partnership ("M & J") and wish to transfer all the assets of Three R to M & J,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Three R Realty Company, a Partnership, in the State aforesaid, for/and in consideration of the sum of Ten and No/100 DOLLARS (\$10.00), to it in hand paid at and before the sealing of these Presents by M & J Properties, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said M & J Properties, the following described property, to-wit:

GRANTEE'S ADDRESS: P. O. BOX 11688 ATLANTA, GA 30355
SEE EXHIBIT "A" ATTACHED HERETO

AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION.

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 M & J Properties, its successors and assigns, forever.

AND subject to the exceptions set forth above, Three R Realty Company, a Partnership does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the premises before mentioned unto the said M & J Properties, its successors and assigns, against itself and its successors and assigns, lawfully claiming, or to claim the same or any part thereof.

BKD 361 PG 768

IN WITNESS WHEREOF, Three R Realty Company, a Partnership by Mary Clay Courtland, its general partner, has caused these presents to be signed this 13th day of December, in the year of our Lord Two Thousand and in the Two Hundred and Twenty-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Three R Realty Company, a Partnership

By:

Mary Clay Courtland
Mary Clay Courtland

Its: General Partner

Eugene A. Cook
Witness #1

Eugene A. Cook
Witness #2

STATE OF Georgia

COUNTY OF Cobb

The foregoing instrument was acknowledged before me by Three R Realty Company, a Partnership by Mary Clay Courtland, its general partner, this 13th day of December, 2000.

[Signature]
Notary Public for
My commission expires



000910

BKD 361PG769

IN WITNESS WHEREOF, Three R Realty Company, a Partnership by Jack M. Rice, Jr., its general partner, has caused these presents to be signed this 26 day of December, in the year of our Lord Two Thousand and in the Two Hundred and Twenty-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Three R Realty Company, a Partnership

[Signature]

Witness #1

[Signature]

Witness #2

By:

[Signature]

Jack M. Rice, Jr.

ACKNOWLEDGMENT
ATTACHED

Its:

General Partner

STATE OF California)
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me by Three R Realty Company, a Partnership by Jack M. Rice, Jr., its general partner, this _____ day of _____, 2000.

(SEAL)

Notary Public for _____
My commission expires: _____

00091:1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

}

ss.

On 26th December 2000 before me,

SHARON BUTLER, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JACK M. RICE AKA JACK M. RICE JR.

Name(s) of Signer(s)

☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) upon the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Sharon Butler

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Limited Warranty DeedDocument Date: 26th December 2000 Number of Pages: 3Signer(s) Other Than Named Above: R.B. Nielsen, Fred Alexander

Capacity(ies) Claimed by Signer

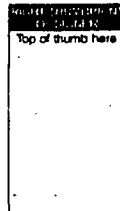
Signer's Name: JACK M. RICE JR.☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☒ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____Signer is Representing: Three R Reality Company

Exhibit "A"

(Savage Road)

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Charleston, State of South Carolina, containing 1.23 Acres, more or less and having the following buttings and boundings, as follows, to wit:

THE SAID PARCEL as designated under the Charleston County Tax Mapping System by (TMS# 309-16-00-040) is bounded on the West by lands of the Grantee herein (TMS #309-16-00-042); on the North by lands of the Grantee (TMS #309-16-00-043); on the East by the Interbelt Freeway (Mark Clark Expressway); and on the South by lands now or formerly of Charles W. Parham (TMS #310-04-00-003).

TMS #309-16-00-040

This being the same property conveyed to the Grantor by deed of conveyance from B & M, A Partnership dated September 19, 1989 and recorded October 13, 1989 in Book Z187, page 111 in the RMC Office for Charleston County, SC.

(Fawn Street, Deer Park)

ALL that certain, piece, parcel or lot of land, situate, lying and being in the County of Charleston, State of South Carolina and known and designated as Lot Number Seven (7) in Block "A" on a plat of a subdivision of Lot 28 Deer Park Subdivision dated March 30, 1956 by W. H. Matheny, R.L.S. and recorded in the RMC Office for Charleston County in Plat Book K, page 156. Said lot number seven (7), Block "A" measures and contains, butts and bounds as follows: to the South on Doe Street, ninety five and 60/100ths (95.60') feet, to the West on lands of George Fabian, one hundred and sixty two and 57/100th (162.57') feet, to the North on lands of Commission of Public Works, eighty two (82') feet; all of which by reference to the said plat will more fully appear. Excepting however, that eastern portion of the above described premises (Lot 7, Block "A") which has been relinquished to the South Carolina Highway Department for the Construction of Interstate Highway 26.

TMS #486-05-00-044

This being the same property conveyed to the Grantor by deed of conveyance from Charleston Advertising Company, Inc. dated March 11, 1982 and recorded March 22, 1982 in Book Z127 page 194 in the RMC Office for Charleston County, SC.

BKD 361PG772

(Savage Road, Tracts B, B-1, B-2 and C)

ALL those certain pieces, parcels or tracts of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, as shown and designated as Tracts "B", "B-1", "B-2", and "C", on a plat entitled: 'PLAT OF 20.45 ACRES & 5.82 ACRES IN ST. ANDREWS PARISH, SAVAGE ROAD SUBDIVISION, CITY OF CHARLESTON, CHARLESTON COUNTY, S.C.' by Sigma Engineers, Inc., dated August 18, 1980, and recorded October 28, 1980, in Plat Book AR, Page 30, in the R.M.C. Office for Charleston County.

Said Tract "B-2" is subject to an easement contained in that certain deed from Plowden Construction Company, Inc., to Griffith-Knapp, A Partnership, dated September 30, 1980, and recorded in the RMC Office for Charleston County, SC.

Said tracts subject to Restrictive Covenants dated October 14, 1980, and recorded November 12, 1980, in Book 2123, page 84 in the R.M.C. Office for Charleston County.

SAVING AND EXCEPTING from the above conveyance, the property known as "Tract B-4 2.91 acres Access Easement (To Be Converted to Public Right-of-Way)" as shown on a plat by Thomas & Hurton Engineering, Co. entitled "SUBDIVISION PLAT OF TRACTS B, B-1, & C TO CREATE TRACTS B-1, B-2, B-3 & B-4 CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA", dated February 16, 2000 and recorded June 2, 2000 in Plat Book EE at page 53 in the RMC Office for Charleston County, SC: Which was conveyed to Realicorp 526, LLC by deed dated July 19, 2000 and recorded in Book _____, Page _____ in the RMC Office for Charleston County, South Carolina.

TMS #309-16-00-042 (As to Tract "B")
TMS #309-16-00-042 (As to Tract "B-1")
TMS #309-16-00-042 (As to Tract "B-2")
TMS #309-16-00-043 (As to Tract "C")

This being the same property conveyed to the Grantor by deed of conveyance from Griffith-Knapp, A Partnership dated November 14, 1980 and recorded November 21, 1980 in Book B124 page 023 in the RMC Office for Charleston County, SC.

ALL that lot of land at the Southwest corner of Cooper and Drake Streets, in the City and County of Charleston, State aforesaid, designated as Lot 3 on a plat of 12 lots made by Simons and Howe, surveyors, and recorded in the RMC Office for Charleston County, South Carolina, in Plat Book C, Page 6; and being more fully described in a deed of the City Council of Charleston unto Coastal Outdoor Advertising Company dated April 17, 1953, and recorded in said Office in Book R-56 at page 325.

TMS #459-06-01-033

This being the same property conveyed to the Grantor by deed of conveyance from Charleston Advertising Company, Inc. dated February 19, 1982 and recorded February 24, 1982 in Book V127, page 019 in the RMC Office for Charleston County, SC.

ALSO

ALL that lot of land between Second and Third Streets in the City and County of Charleston, State aforesaid, and numbered 210 on plat of Charles Parker, surveyor, recorded in said Office in Plat Book A-1, page 114; being more fully described in deed of R. Macbeth Nathans unto Coastal Outdoor Advertising Company, dated June 11, 1941, and recorded in said Office in Book F-43, at page 637, and also all that lot of land between Second and Third Streets in the City and County of Charleston, State aforesaid, being the second lot conveyed by said deed of R. Macbeth Nathans unto Coastal Outdoor Advertising Company.

TMS #460-10-04-016

This being the same property conveyed to the Grantor by deed of conveyance from Charleston Advertising Company, Inc. dated February 19, 1982 and recorded February 24, 1982 in Book V127, page 019 in the RMC Office for Charleston County, SC.

ALSO

(2418 Spruill Avenue)

ALL that lot in the City and County of Charleston, State aforesaid, comprising the remaining portion of Lot #136 Arbutus Avenue, as shown on plat recorded in said Office in Plat Book K, page 151; and more fully described in deed of Merrimac Realty Company unto Coastal Outdoor Advertising Company dated July 6, 1944, and recorded in said Office in Book F-44, page 389.

TMS #466-08-00-503

This being the same property conveyed to the Grantor by deed of conveyance from Charleston Advertising Company, Inc. dated February 19, 1982 and recorded February 24, 1982 in Book V127, page 019 in the RMC Office for Charleston County, SC.

BKD 361 PG 774

ALSO

ALL that lot of the Southeast corner of Columbus and Hanover Streets, in the City and County of Charleston, State aforesaid, and more fully described in a deed of the City Council of Charleston unto Coastal Outdoor Advertising Company, dated December 27, 1940, and recorded in said Office in Book K-42, at page 110.

TMS #459-09-02-116

This being the same property conveyed to the Grantor by deed of conveyance from Charleston Advertising Company, Inc. dated February 19, 1982 and recorded February 24, 1982 in Book V127, page 019 in the RMC Office for Charleston County, SC.

ALSO

(Corner Avenue, Charleston Heights)

Lot of land at Six Mile in the County of Charleston, State aforesaid, known and designated as Lot No. 14 on a plat of Division "C" made by R. C. Rhett in April, 1929 and recorded in said Office in Plat Book E, at page 89; being more fully described in deed of Charleston Heights Company to Coastal Outdoor Advertising Company, dated June 11, 1932, and recorded in said Office in Book Z-36, at page 464; EXCEPTING THEREFROM, however, so much thereof as has been taken by condemnation for public roads and for school purposes, the remaining portions of said lot being on either side of Rivers Avenue.

TMS #469-15-00-104

This being the same property conveyed to the Grantor by deed of conveyance from Charleston Advertising Company, Inc. dated February 19, 1982 and recorded February 24, 1982 in Book V127, page 019 in the RMC Office for Charleston County, SC.

(3395 Cosgrove Avenue)

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Charleston, State aforesaid, known and designated as Lot 18, in Block A, on a plat of Victory Park Subdivision, made by John McCrady Co., Engineers, April 1947, and recorded in the RMC Office for Charleston County in Plat Book G, at Page 32; said lot having such size, shape, dimensions, buttings and boundings more or less as shown on said plat.

Excepting therefore, however, that portion of said lot which was granted to the S.C. Highway Department by E&M Realty Company, Inc., by its Deed of Right-of-Way dated June 10, 1952, and Webber D. Mott, by reason of his Contract of Purchase and also by his Deed of Right-of-Way dated June 18, 1952; said portion being shown on Plat Sheet 27 of the S.C. Highway Department it being the intention of this Deed to convey hereby the residue and remainder of said lot after the grant of the portion thereof as Right-of-Way of the S.C. Highway Department, as aforesaid.

TMS #469-10-00-043

This being the same property conveyed to the Grantor by deed of conveyance from Charleston Advertising Company, Inc. dated February 19, 1982 and recorded February 24, 1982 in Book V127, page 020 in the RMC Office for Charleston County, SC.

ALSO

All that lot, piece or parcel of land, situate, lying and being on the south side of Spring Street in the City of Charleston, State aforesaid, and known and designated as Lot #273 on an old Plat by James J. Gibbs dated June 9, 189_, and also shown on a plat drawn by John D. Stehmeyer dated November 18, 1953.

Saving and excepting from the above conveyance, that portion of said Lot 19 taken by the S. C. Highway Department, in order to widen Spring Street, 80' on the East line occupied by Kentucky Fried Chicken and Southwest by a diagonal line 98' on land occupied by Wendy's Restaurant.

TMS #460-10-04-012 ?

This being the same property conveyed to the Grantor by deed of conveyance from Charleston Advertising Company, Inc. dated February 19, 1982 and recorded February 24, 1982 in Book V127, page 020 in the RMC Office for Charleston County, SC.

ALSO

(Huger Street)

ALL that certain piece, parcel or lot of land, situate, lying and being in the City and County of Charleston, State aforesaid, as more particularly shown on a plat entitled "Parcel of Land on Huger Street Owned by Walter Belue", dated December 3, 1974, and made by O. O'Hear Sanders, Jr., which plat was recorded on December 6, 1974, in Plat Book T, Page 60, in the RMC Office for Charleston County. The said property having such shape, sizes, measurements, buttings and boundings as are delineated and set forth on said plat.

TMS #463-16-04-016

This being the same property conveyed to the Grantor by deed of conveyance from Charleston Advertising Company, Inc. dated February 19, 1982 and recorded February 24, 1982 in Book V127, page 020 in the RMC Office for Charleston County, SC.

It being the intention of the Grantor herein, Three R Realty Company, a Partnership to convey to M & J Properties, all of the properties located in Charleston County, South Carolina that the Grantor currently owns.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON }

AFFIDAVIT

Date of Transfer of Title
Closing Date _____

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY THREE REALTY COMPANY
TO M+I PROPERTIES ON _____
3. Check one of the following. The DEED is
 (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in Money or money's worth.
 (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 (C) ☒ EXEMPT from the deed recording fee because. (Exemption # B)
 (Explanation if required) _____
 (If Exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3 (a) or item 3(b) above has been checked.
 (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 (B) _____ The fee is computed on the fair market value of the realty which is \$ _____
 (C) _____ The fee is computed on the fair market value of the realty as established for property Tax purposes which is \$ _____
5. Check YES _____ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____
6. The DEED Recording Fee is computed as follows:
 (A) _____ the amount listed in item 4 above.
 (B) _____ the amount listed in item 5 above. (no amount place zero)
 (C) _____ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
ATTORNEY
8. Check if Property other than Real Property is being transferred on this Deed.
 (A) _____ Mobile Home
 (B) _____ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____
 deceased CASE NUMBER _____ Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina, that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn this 29th Day of Dec 2000
Nancy P. Wagner
 Notary Public for South Carolina
 My Commission Expires 6-18-2006

Signed Henry B. Fishburne Jr.
 Grantor, Grantee, or Attorney that prepared this form
HENRY B. FISHBURNE JR.
 Type or Print Name here
ATTORNEY

Harry B. Fishburne, Jr.

BD 361PG778

Car

FILED

17.00

TMS VERIFIED
BAC LMY
DTD 1-4-01

D361-767
2008 DEC 29 PM 1:17
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

EXEMPT

17.00

RECEIVED FROM RMC
JAN - 4 2001
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

REGISTERED
THIS COPY
CHARLIE LYBRAND
REGISTER - MEANS CONVEYANCE
CHARLESTON COUNTY, SC
DATE: August 30, 2010
BY: Charlie Lybrand
B.L.

CHARLESTON COUNTY

*Auditor**Reggie A. Mosley*

- MAIN MENU
- EXIT

Parcel ID:
3100400003

Sub-Division

Tax District
63, City of Charleston

Legal Description: TRACT I

Acreage High: 8.86 Marsh: 0 Swamp: 0 Water: 0 Total: 8.86

Jurisdiction: CNTY-ASSESSR

Property Address: 3100 ASHLEY TOWN CENTER DR

Mailing Address: 800 HETHWOOD BLVD, BLACKSBURG, VA, 24060-4207

+ N639-484

Current Owner - 1	Current Owner - 2	Owner 1 as of Jan 1	Owner 2 as of Jan 1	Deed	Deed Date	Sale Date	Sale Price
		ABBERLY AT WEST	ASHLEY LIMITED PARTNERSHIP	O558-31910	7/18/2005	10/19/2005	\$1,800,000
BERKELEY CAPITAL I LTD		REALTICORP 526 LLC	AND T WALTER BRASHIER	Z511-787	10/07/2004	10/07/2004	\$1,360,000
REALTICORP 526 LLC		REALTICORP 526 LLC	AND T WALTER BRASHIER	Z511-571	10/07/2004	10/07/2004	\$10
REALTICORP 526 LLC	AND T WALTER BRASHIER	PARHAM J FRANCES	ETAL	R268-022	05/02/1996	05/02/1996	\$1,050,000
PARHAM J FRANCES	ETAL	PARHAM CHARLES W		B263-216	12/11/1995	12/07/1995	\$9

CARD
IMAGE

PLAT
COMMENT

OWNER
COMMENT

For Plat Comment and Owner Comment information on plats and deeds recorded prior to 01/05/2004, please click on Card image button.

Basic deed transfer information is complete back to 1991.
For records and transactions preceding that date, please click on Card image button.

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E-mail your comments or questions about this site to publicinfo@charlestoncounty.org
Report technical problems with this site to webmaster@charlestoncounty.org

BK N 639PG484

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, M&J PROPERTIES, a general partnership ("Grantor") in the State aforesaid, County aforesaid for/and in consideration of the sum of FIFTY-EIGHT THOUSAND AND NO/100ths Dollars (\$58,000.00), in hand paid at and before the sealing of these presents by ABBERLY AT WEST ASHLEY LIMITED PARTNERSHIP, a Virginia limited partnership ("Grantee"), in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Grantee, its successors and assigns forever, the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION**

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee hereinabove named, and Grantee's successors, and/or assigns forever.

AND the Grantor does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular the said premises unto the Grantee hereinabove named, Grantee's successors and/or assigns, from and against it and its successors and assigns, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

BK N 639PG485

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed, this
21 day of September in the year of our Lord, two thousand seven and in the two hundred and
thirty first year of the Sovereignty and Independence of the United States of America.

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

Ramona J. J. J.
Am

Ramona J. J. J.
Am

M&J PROPERTIES, a partnership:

By *Jack M. Rice*
By *Jack M. Rice*
Name: Jack M. Rice
Title: *Partner*

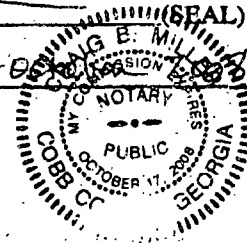
By *Mary Clay Courtland*
Name: Mary Clay Courtland
Title: *Partner*

STATE OF GEORGIA)
COUNTY OF *Cobb*)

GRANTOR'S ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 21 day of September,
2007, by M&J Properties, a Partnership, by Jack M. Rice, its Partner.

Clayton B. D.
Notary Public for
My commission expires: 17 Oct 2008



BK N 639PG486

STATE OF GEORGIA)
COUNTY OF Cobb)

GRANTOR'S ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 21 day of September, 2007, by M&J Properties, a Partnership, by Mary Clay Courtland, its Partner.

Craig B. Miller (SEAL)
Notary Public for
My commission expires: 17 October 2008

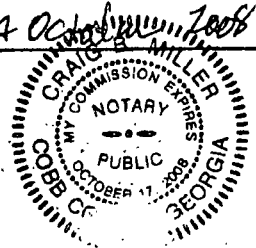


EXHIBIT "A"
TO TITLE TO REAL ESTATE

PROPERTY DESCRIPTION

All that certain piece, parcel and tract of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located near the intersection of Ashley Towne Center Drive and the Mark Clark Expressway, containing .29 acres, more or less, being shown as Tract I Parcel B on that certain plat of survey entitled "ALTA/ACSM Land Title Survey of FHA Project Number 054-35733 Abberly at West Ashley Apartments, Charleston, Charleston County, S.C." dated January 26, 2007, last revised September 20, 2007, prepared by Thomas & Hutton Engineering, and having the following metes and bounds, to wit:

Commencing at a point at the intersection of U.S. Highway 17 (Savannah Highway and Ashley Town Center Drive; said point being the Point of Commencement; thence N 5°49'30" W, a distance of 2,311.58 feet to a point; thence N 12°51'17" W, a distance of 124.15 feet to a point; thence N 77°08'43" E, a distance of 50.00 feet to a point; thence N 12°51'17" W, a distance of 50.00 feet to a point; thence S 77°08'43" W, a distance of 50.00 feet to a point; thence N 12°51'17" W, a distance of 169.47 feet to a point; being the point of curvature of a curve to the right, having a radius of 332.60 feet, a central angle of 77°2'23", and a chord length of 414.28 feet bearing N 25°39'55" E; thence proceed along the arc of said curve 447.22 feet to a point; thence N 64°11'06" E, a distance of 100.09 feet to a point; being the point of curvature of a curve to the left, having a radius of 350.00 feet, a central angle of 25°19'57", and a chord length of 153.49 feet bearing N 51°31'08" E; thence proceed along the arc of said curve 154.75 feet to a point; said point being the Point Of Beginning; being the point of curvature of a curve to the left, having a radius of 350.00 feet, a central angle of 14°48'6", and a chord length of 90.17 feet bearing N 31°27'06" E; thence proceed along the arc of said curve 90.42 feet to a point; thence S 65°56'57" E, a distance of 32.91 feet to a point; thence S 10°03'33" E, a distance of 259.06 feet to a point; thence N 32°33'55" W, a distance of 227.31 feet to a point; said point being the true Point Of Beginning; said tract or parcel of land containing 0.29 acres.

This also being the triangular shaped northeastern portion ("property line hereby abandoned") of Tract I shown on that certain plat of survey entitled "A Plat Showing The Adjustment of a Property Line Between Tract I, Owned by Abberly at West Ashley, LP & Tract B-3, Owned by Three R Realty Co." dated June 13, 2007, last revised June 26, 2007, prepared by Thomas & Hutton Engineering Co., and recorded in the Office of the Charleston County RMC in Book N630, page 696.

TMS # 309-16-00-043

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

8K N 639PG488 AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

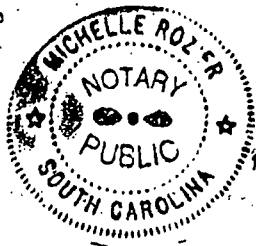
1. I have read the information on this Affidavit, and I understand such information.
2. The property being transferred BY M&J Properties, a general partnership TO Abberly at West Ashley Limited Partnership, a Virginia limited partnership ON September 21, 2007.
3. Check one of the following: The DEED is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because no consideration. (Exemption# 5)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$58,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ___ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$58,000.00 the amount listed in item 4 above.
 - (b) \$ 0.00 the amount listed in item 5 above (no amount place zero)
 - (c) \$58,000.00 Subtract line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.
8. Check if Property other than Real Property is being transferred on this Deed.
 - (a) _____ Mobile Home
 - (b) _____ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT Estate of _____ Deceased Case Number _____ Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina, that (s)he has prepared the Deed of Distribution for the Personal Representative in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Bryan L. Walpole, III
Grantor, Grantee or Legal Representative
connected with this transaction

Bryan L. Walpole, III
Print or Type Name Here

Sworn to before me this
25th day of September, 2007.

Michelle Rozier (SEAL)
Notary Public for South Carolina
My Commission Expires 11/21/2010



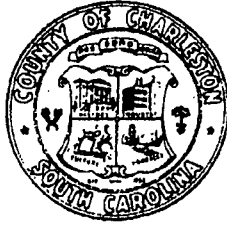
CLT 1075315v1

000926

42
BK N 639PG489

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

82
Parker, Poe Adams & Bernstein, LLP
200 Meeting St.
Suite 301
Charleston SC 29401

Number of Pages:

6

FILED

September 25, 2007

2:12:29 PM

BK N 639PG484

Charlie Lybrand, Register
Charleston County, SC

AMOUNT

DESCRIPTION

Recording Fee	\$ 11.00
State Fee	\$ 150.80
County Fee	\$ 63.80
Postage	

TOTAL

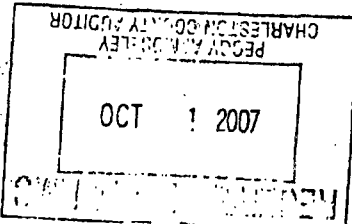
\$ 225.60

\$ Amount (in thousands): 68

DRAWER:

C- slw

AUDITOR STAMP HERE



PID VERIFIED BY ASSESSOR

REP _____

DATE _____

DO NOT STAMP BELOW THIS LINE

FILED
TRUSTEE
CHARLES LYBRAND, RD.
COUNTY RECORDS CLERK
CHARLESTON COUNTY, SC

DATE: August 30, 2010

BY: Charlie Lybrand
B.L.

Return to: W. Foster Gaillard, Esq.
Buist Moore Smythe McGee PA
5 Exchange Street
Charleston, SC 29401

BK 0 558PG319

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Berkeley Capital I, Ltd., a Texas limited partnership ("Grantor") for and in consideration of the sum of One Million Eight Hundred Thousand and NO/100 Dollars (\$1,800,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Abberly at West Ashley Limited Partnership, a Virginia limited partnership, (the "Grantee") the following described premises, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A
PART HEREOF BY REFERENCE.**

(Tract I-8.57 acre parcel of land located at West Ashley Town
Center, Charleston, SC)

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining.

This conveyance is subject to easements, restrictions, covenants, assessments, agreements, and other limitations of record, including those shown on the aforesaid plat, as more particularly set forth on Exhibit "B" attached hereto and made a part of this reference.

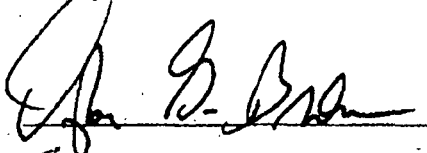
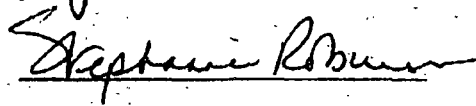
TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the Grantee, and the Grantee's, Successors and Assigns forever.

And the Grantor does hereby bind the Grantor and Grantor's Successors and Assigns to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and Assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

BK # 0 558PG320

IN WITNESS WHEREOF, the Grantor has set Grantor's Hand and Seal the 19 day of October, 2005.

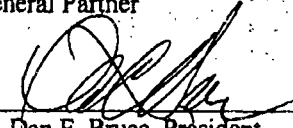
Signed, Sealed and Delivered
in the presence of:

GRANTOR

BERKELEY CAPITAL I, LTD., a Texas
limited partnership,

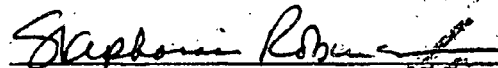
By: Berkeley Capital Corporation,
Its: General Partner

By: 
Dan E. Bruce, President

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Berkeley Capital I, LTD., a Texas limited partnership, by Berkeley Capital Corporation, its General Partner, by Dan E. Bruce, its President, personally, appeared before me this date and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 13th day of October, 2005.


Notary Public
Print Name: Stephanie Roberson
Notary Public, State of South Carolina
My Commission Expires: 3/30/2014

000929

EXHIBIT "A"

BK 70 558PG321

ALL THAT PIECE, parcel or tract of land, situate, lying and being in the County of Charleston, State of South Carolina, being shown and designated as Tract I, 8.57 acres, as shown on a plat entitled "Subdivision of Tract I to Create Tracts I & J owned by RealtiCorp 526, LLC" prepared by F. Elliotte Quinn, RLS. SC Registration Number 10292 with Tomas & Hutton Engineering Co., dated May 8, 2000, and recorded August 4, 2000 in Plat Book DC, at Page 463, in the RMC Office for Charleston County, South Carolina, and having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING a portion of the property conveyed to the Grantor herein by Deed of Realticorp 526, LLC dated August 31, 2004, recorded in the RMC Office for Charleston County on October 7, 2004 in Book Z-511, at Page 787.

TMS No. 310-04-00-003

Grantor's Address: c/o HHHunt Corporation
800 Hethwood Boulevard
Blacksburg, VA 24060

EXHIBIT "B"

Permitted Exceptions:

1. Taxes and assessments for the year 2005 and subsequent years.
2. Restrictive covenants, easements and limitations contained in the Declaration of Restrictive Covenants for Wetlands Preservation by Realicorp 526, LLC and T. Walter Brashier dated March 14, 2000 and recorded April 20, 2000 in Book D-346 at Page 256 and re-recorded July 13, 2000 in Book D-351 at Page 622 in the RMC Office for Charleston County, South Carolina, as may be amended.
3. Restrictive covenants, assessments and easements contained in the Declaration of Covenants, Conditions and Restrictions, West Ashley Town Center, recorded February 24, 2000 in Book Z-342 at Page 328 in the RMC Office for Charleston County, South Carolina, as amended by the Amendment to Declaration of Covenants, Conditions and Restrictions - West Ashley Town Center, dated September 6, 2000 and recorded September 12, 2000 in Book V-354 at Page 619, aforesaid public records, and as may be further amended.
4. Restrictive covenants, assessments, easements and limitations contained in the Declaration of Reciprocal Easements and Restrictive Covenants and Conditions dated October 27, 2000 and recorded November 1, 2000 in Book W-357 at Page 1 in Book W-357 at Page 1 in the RMC Office for Charleston County, South Carolina, as amended by the Amendment to Declaration of Reciprocal Easements and Restrictive Covenants and Conditions dated July 16, 2001 and recorded December 13, 2001 in Book Y-390 at Page 213, aforesaid public records, and as further amended by Amendment No. 2 to Declaration dated October 11, 2005, recorded in the RMC Office contemporaneously herewith.
5. Easement by Charles W. Parham to the Commissioners of Public Works of the City of Charleston, South Carolina dated June 13, 1987 and recorded June 26, 1987 in Book K-166 at Page 620 in the RMC Office for Charleston County, South Carolina, and as shown on plat entitled "PLAT OF A 40' UTILITY EASEMENT, PREPARED FOR THE CHARLESTON COMMISSIONERS OF PUBLIC WORKS, THROUGH THE PROPERTY OF CHARLES W. PARHAM" dated May 29, 1986 and recorded in Book K-166 at Page 620, aforesaid public records.
6. Easement by Martha T. Parham to the South Carolina Electric & Gas Company dated February 14, 1990 and recorded April 5, 1990 in Book D-192 at Page 348 in the RMC Office for Charleston County, South Carolina.
7. Easement by and between Realicorp 526, LLC and T. Walter Brashier and the South Carolina Electric & Gas Company dated December 17, 1999 and recorded January 31, 2000 in Book S-341 at Page 762 in the RMC Office for Charleston County, South Carolina.

8. Right-of-Way Easement -- Sewer from Realticorp 526, LLC and T. Walter Brashier to the Commissioners of Public Works of the City of Charleston, South Carolina dated March 5, 2001 and recorded March 7, 2001 in Book S-365 at Page 829 in the RMC Office for Charleston County, South Carolina, and as shown as "30' CPW Easement" on plat entitled "FINAL PLAT OF ASHLEY TOWN CENTER DRIVE, PHASE 2, WEST ASHLEY TOWN CENTER OWNED BY REALTICORP 526, LLC & T. WALTER BRASHIER, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by F. Elliotte Quinn, III, R.L.S., S.C. Registration Number 10292, with Thomas & Hutton Engineering Co., dated September 18, 2000 and recorded March 7, 2001 in Plat Book EE at Page 642, aforesaid public records.
9. Easement by and between Realticorp 526, LLC and T. Walter Brashier and the South Carolina Electric & Gas Company dated March 7, 2001 and recorded March 15, 2001 in Book J-366 at Page 543 in the RMC Office for Charleston County, South Carolina.
10. Right-of-Way Easement -- Sewer from Realticorp 526, LLC and T. Walter Brashier to the Commissioners of Public Works of the City of Charleston, South Carolina dated May 18, 2001 and recorded May 18, 2001 in Book A-372 at Page 29, and as shown on plat entitled "PLAT OF UTILITY EASEMENTS THROUGH THE PROPERTY OF COSTCO WHOLESALE CORPORATION & REALTICORP 526, LLC & T. WALTER BRASHIER, PREPARED FOR COMMISSIONERS OF PUBLIC WORKS" prepared by F. Elliotte Quinn, III, R.L.S., S.C. Registration Number 10292, with Thomas & Hutton Engineering Co., dated April 10, 2001 and recorded May 18, 2001 in Plat Book EE at Page 824, aforesaid public records.
11. Title to that portion of the Property designated as "Pump 0.06 acres" as shown on the Plat entitled "Subdivision of Tract I to Create Tracts I & J owned by Realticorp 526, LLC" recorded in the RMC Office for Charleston County, South Carolina in Plat Book DC at Page 463.

BK 0 558PG324

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of transfer of title
Closing Date: October 19, 2005

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

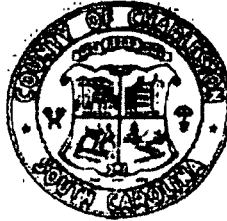
1. I have read the information on this Affidavit and I understand such information.
2. The Property is being transferred by Berkeley Capital I, Ltd. to Abberly at West Ashley Limited Partnership on October 19, 2005.
3. Check one of the following: The DEED is:
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because Exemption No. _____ Explanation, if required: _____ (If exempt, please skip items 4-7, and go to item 7 of this affidavit).
4. Check one of the following if either item 3(a) or item 3(b) has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,800,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The Deed recording fee is computed as follows:
 - (a) \$1,800,000.00 the amount listed in item 4 above.
 - (b) _____ the amount listed in Item 5 above (no amount place zero).
 - (c) \$1,800,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as: Grantor/Grantee/Legal representative
8. Check if Property other than Real Property is being transferred on this Deed:
 - (a) _____ Mobile Home
 - (b) _____ Other
9. DEED OF DISTRIBUTION -- ATTORNEY'S AFFIDAVIT: Estate of _____ deceased, CASE NUMBER: _____. Personally appeared before me the undersigned attorney who, being duly sworn, certifies that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Representative in this Estate and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to this 19th day of
October, 2005.W. M. Bannard
Grantor, Grantee or Legal RepresentativeSammy S. Griffin
Notary Public for the State of South Carolina
My Commission Expires: 5/6/2013
(Affix Notary Seal or Stamp)

BK 0 558PG325

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By: *WFS*

Buist, Moore, Smythe & McGee P.A.
Attorneys at Law
Post Office Box 999
Charleston SC 29402

FILED

October 19, 2005

3:19:36 PM

BK 0 558PG319

Charlie Lybrand, Register
Charleston County, SC

AUDITOR STAMP HERE

RECEIVED FROM RMC

DEC 7 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP *POS*

DATE *12/06/05*

AMOUNT

DESCRIPTION

Recording Fee	\$ 12.00
State Fee	\$ 4,680.00
County Fee	\$ 1,980.00
Postage	

TOTAL

\$ 6,672.00

\$ Amount (in thousands): 1800

DRAWER:

A - bmm

DO NOT STAMP BELOW THIS LINE

CHARLESTON COUNTY

DATE: *August 30, 2010*

BY: *Charlie Lybrand*
B.L.

* Didn't own until 4-1-10

(1) (5)

u 209



Notice of Intent (NOI) for Stormwater Discharges from
Large and Small Construction Activities,
NPDES General Permit SCR100000

IAN 14 2010

MS4
RECEIVED

For official use only

File number: 10-BU-0323C

Permit number: SCR10 M287

Submission package complete: 1-22-10 (P/A)

Public Notice Start Date (OCRM only): 1-22-2010

For official use only

DHEC OCRM
S.C. Department of Health & Environmental Control
Office of Ocean & Coastal Resource Management
APPROVED FOR CONSTRUCTION ONLY

Approved by: [Signature]

Certification Issued Date: 2/2/2010

NPDES Issued Date: 2/26/2010

NPDES Coverage #: 5015H287

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 01/06/2010

Project/Site Name: Westbrook Brewery

County: Charleston

Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions.)

If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information

Project Owner/ Operator (Company or person): Octopus LLC

Company EIN: [Redacted]

Phone: 843-727-6513

Fax: _____

Mailing Address: P.O. Box 1007

City: Mount Pleasant

State: SC

Zip: 29484

Permit Contact (If owner is company): Edward Westbrook

Phone: _____

Mailing Address: _____

City: Mount Pleasant

State: SC

Zip: 29484

Email address (optional): ewestbrook@rwb.com

II. Property Information

A. Site Location (street address, nearest intersection, etc.): 301 Ridge Road

City/ Town (if in limits): Mount Pleasant

Latitude: 32° 51' 9" N

Longitude: 79° 53' 0" W

Tax map # (list all): 537-00-00-245 249

B. Property Owner: Octopus LLC

Phone: 843-375-1112

Mailing Address: P.O. Box 1007

City: Mount Pleasant

State: SC

Zip: 29484

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 0.7 acres Total area: 1.0 acres

B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☒ Yes ☐ No

LCP/ Overall Development Name: Wando Park Tract

Check here if this is the first phase. ☐

Previous state permit/ file number: 10-BU-03-23

Previous NPDES coverage number: SCR10

C. Start Date (MM/DD/YYYY): 02/05/2010

Completion Date: 08/15/2010

D. Is this site located on Indian Lands? ☐ Yes ☒ No

If yes, name of reservation: _____

E. Type of Activity (check one):

☐ Institutional

☐ Residential: Single-family

☒ Commercial

☐ Industrial

☐ Linear

☐ Residential: Multi-family

☐ Multi-use (Commercial & Residential)

☐ Other: _____

☐ Site Preparation (No new Impervious)

F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No

G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No

H. Is any part of the property located inside an MS4 or urbanized area? ☒ Yes ☐ No

If yes, list the MS4 operator or urbanized area name: Mount Pleasant

I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA):

N/A

IV. Waterbody Information

A. Nearest receiving waterbody(s) [RWB]: Wando River

Distance to nearest RWB (feet): 2,640

Classification of nearest RWB: SFH

Next/Nearest named RWB: Rathall Creek

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of impacts
a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	<u> </u> Ac
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	<u> </u> Ac
c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	<u> </u> Ac <u> </u> Feet

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

000935



BP0115104

RMC BK 0115 Pg 104 : pg 1 *

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

THE STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That Wando Park Development Group, LLC, ("Grantor"), in the State aforesaid, for and in consideration of the sum of TWO HUNDRED FORTY THOUSAND and 00/100 Dollars (\$240,000.00) to it in hand paid at and before the sealing of these presents by Octopus, LLC, ("Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents and subject to matters of record, does grant, bargain, sell and release unto the said Grantee, its successors and assigns, the following described property, to wit:

ALL that certain piece, parcel, or lot of land with the buildings and improvements thereon, situate, lying and being in the Town of Mt. Pleasant, Charleston County, South Carolina, and being shown and designated as "Lot 4" on a plat by Patrick David O'Neill, S.C.P.L.S. dated May 3rd, 2009, entitled "A FINAL SUBDIVISION PLAT OF TMS #537-00-00-245 LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR WANDO PARK DEVELOPMENT GROUP, LLC" and recorded March 24, 2010 in Plat Book L10, at Page 0073, in the Charleston County RMC Office, and having such size shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated by reference, be all the dimensions and measurements shown thereon a little more or less.

THIS BEING a portion of the property conveyed to Wando Park Development Group, LLC, by deed of Christopher B. Fraser and Edwin S. Pearlstine, Jr. dated February 11, 2010 and recorded February 11, 2010, in Book 0106, Page 0771 in the Charleston County RMC Office, as corrective deed to that deed to Wando Park Development, LLC by deed of Christopher B. Fraser and Edwin S. Pearlstine, Jr., dated August 24, 2006, and recorded in the aforementioned RMC Office on August 25, 2006 at Book A596, Page 292.

TAX MAP NUMBER:

537-00-00-299

GRANTEE'S ADDRESS:

2659 Parish Landing
Mt. Pleasant, SC 29566

THIS conveyance is made subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

105 STREETMAN 9675

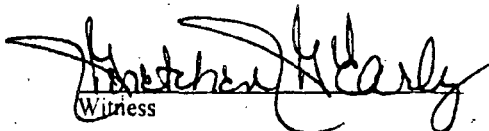
000936

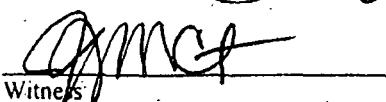
TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, its successors and assigns forever.

AND the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against itself and its successors and assigns, and every person whomsoever lawfully claiming or to claim, the same or any part thereof.

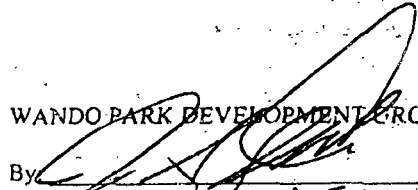
IN WITNESS WHEREOF, Wando Park Development Group, LLC has caused these presents to be executed in its name by its agent thereunto duly authorized this 31 day of March, 2010.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Witness


Witness

WANDO PARK DEVELOPMENT GROUP, LLC

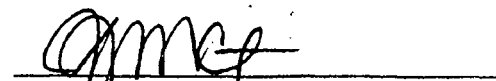
By 
Print Name: James A. Streetman
Its: Authorized member

THE STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 31 day of March, 2010, by the Grantor(s), Wando Park Development Group, LLC, by and through James A. Streetman, its Member.


Notary Public for South Carolina
Commission Expires: 10/10/13

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information
2. The property being transferred is located at Lot #4 Ridge Road, Mt. Pleasant, SC, bearing Charleston County Tax Map Number _____ and was transferred by Wando Park Development Group, LLC to Octopus, LLC on March 30, 2010.
3. Check one of the Following: The Deed is
 - (a) ☒ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary
 - (c) ☐ Exempt from the deed recording fee because (See Information section of this affidavit);

(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$240,000
- (b) ☐ The fee is computed on the fair market value of the realty which is _____
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$240,000.00
- (b) Place the amount listed in item 5 above here: \$00.00
(If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from line 6(a) and place result here: \$240,000.00

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$ _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Wando Park Development Group, LLC

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 31 day of March, 2010

Notary Public for South Carolina
My Commission Expires: 4/5/12

Responsible Person Connected with the Transaction

James A. Streetman
Print or type the above name here

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



DW+

Filed By:

J. LYNN MCCANTS
782 JOHNNIE DODDS BLVD.
P.O. BOX 2025
MT. PLEASANT SC 29465

MAKER:

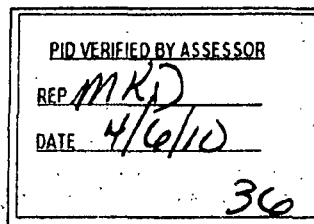
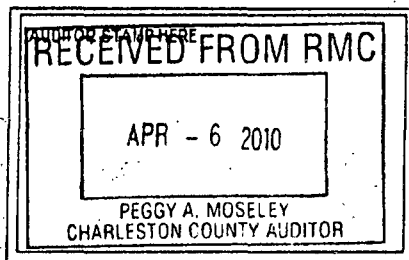
WANDO PARK DEV ETC

RECIPIENT:

OCTOPUS LLC

Original Book:

Original Page:



RECORDED

Date: April 1, 2010

Time: 2:55:30 PM

Book	Page	DocType
0115	104	Deed

Charlie Lybrand, Register
Charleston County, SC

of Pages: 4

Recording Fee	\$ 10.00
State Fee	\$ 624.00
County Fee	\$ 264.00
Extra Pages	\$
Postage	\$
Chattel	\$
TOTAL	\$ 898.00

DRAWER
CLERK

Drawer 1
KLH



0115
Book



104
Page



04/01/2010
Recorded Date



4
Pgs



Original Book



Original Page



D
Doc Type



14:55:30
Recorded Time

RECORDED
INDEXED
FILED
OFFICE OF THE REGISTER
OF DEEDS
CHARLESTON COUNTY, SC
DATE: August 30, 2010
BY: Charlie Lybrand

Return to:
Gray B. Taylor
Buist, Byars, Pearce & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464

BKA 596PG292

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

DEED

KNOW ALL MEN BY THESE PRESENTS, that **CHRISTOPHER B. FRASER** and **EDWIN S. PEARLSTINE, JR.**, in the state aforesaid, for and in consideration of the sum of **FIFTY SIX THOUSAND SIXTY DOLLARS and 36/100 (\$56,060.36)** to **CHRISTOPHER B. FRASER** and **ONE MILLION SIXTY FIVE THOUSAND ONE HUNDRED FORTY SIX and 94/100 DOLLARS (\$1,065,146.94)** to **CHARLESTON REALTY SERVICES, LLC** AS QUALIFIED INTERMEDIARY FOR **EDWIN S. PEARLSTINE, JR.** in hand paid at and before the sealing of these presents by **WANDO PARK DEVELOPMENT, LLC**, a South Carolina limited liability company in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **WANDO PARK DEVELOPMENT, LLC**, all of its interest in and to the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION.

Address of Grantee: 171 Church Street, Suite 330
Charleston, SC 29401

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 grantee, its successors and assigns, forever.

AND, the Grantor does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said grantee, its successors and assigns, against the Grantor, its successors and assigns and all persons whomsoever lawfully claiming the same or any part thereof.

BKA 596PG293

WITNESS its Hand and Seal this 24 day of August, in the year of our Lord Two Thousand Six and in the Two Hundred and Thirty-First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

GRANTORS:

Christopher B. Fraser

Edwin S. Pearlstine, Jr., by his attorney
In fact, Christopher B. Fraser

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Christopher B. Fraser and Edwin S. Pearlstine, Jr., by his attorney in fact, Christopher B. Fraser, this 24 day of August, 2006.

Notary Public for South Carolina

My commission expires: 12/16/07

(SEAL)

EXHIBIT A

ALL that piece, parcel, lot or tract of land with the buildings and improvements thereon, situate, lying and being in the Town of Mt. Pleasant, Charleston, South Carolina, and being shown and designated as "EXISTING TRACT C-1A1-B 5.81 ACRES" on a plat by Charles F. Dawley, Jr., dated November 21, 2005, entitled "PLAT SHOWING THE REVISED DELINEATION OF WETLANDS ON TRACTS C-1A1-B, C-1A1-C AND C-1A1-D, ON WANDO PARK BOULEVARD, IN WANDO PARK, TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA"; and recorded February 16, 2006 in Plat Book EJ, at Page 534, Charleston County RMC Office; and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated by reference, be all the dimensions and measurements shown thereon a little more or less.

THIS BEING a portion of the property conveyed to Edwin S. Pearlstine, Jr. and Christopher B. Fraser, by the Deed of Hill Construction Corporation, dated May 14, 1998 and recorded May 15, 1998, in Book X302 at Page 056 in the Charleston County RMC Office.

TMS# 537-00-00-245

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

BKA 596PG295

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred is located at 5.81 acres off of Wando Park Blvd., Mt. Pleasant bearing Charleston County Tax Map Number , was transferred by Christopher B. Fraser and Edwin S. Pearlstine, Jr. to Wando Park Development Group, LLC, a South Carolina limited liability company on August 24, 2006.

3. Check one of the following: The deed is

- (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit) _____ (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.):

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,121,207.30
- (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____

5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is \$ _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: 1,121,207.30
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from Line 6(a) and place result here: 1,121,207.30

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$4,299.40

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Legal Representative

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[Signature]
Legal Representative

Grey B. Taylor
Print Name

Sworn to before me this 24th
day of August, 2006

[Signature]
Notary Public for South Carolina

My Commission Expires: *12-10-2010*

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

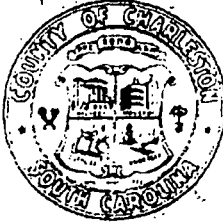
Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the State of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust.
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A).
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to the foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

BKA 596PG297

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

Buist, Byars, Pearce & Taylor, LLC
652 Coleman Blvd.
Suite 200
Mt. Pleasant SC 29464-4018

AUDITOR STAMP HERE

AUG 29 2006

FILED

PID VERIFIED BY ASSESSOR

REP *[Signature]*

DATE AUG 28 2006

FILED

August 25, 2006

3:50:00 PM

BKA 596PG292

Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT
Recording Fee	\$ 10.00
State Fee	\$ 2,915.90
County Fee	\$ 1,233.65
Postage	

TOTAL \$ 4,159.55

\$ Amount (in thousands) 1121.5

DRAWER:

C - SLW

DO NOT STAMP BELOW THIS LINE

CERTIFIED
TRUE COPY
CHARLIE LYBRAND
REGISTER - MEDICAL INVEYANCE
CHARLESTON COUNTY, SC

DATE: August 30, 2010

BY: Charlie Lybrand

B.L.

After Recording Please Return to:
Jamison Cox
Smith Cox & Associates, LLP
160 East Bay Street, #201
Charleston, SC 29401
Re: Streetman 9673



BP0106771

RMC BK 0106 Pg 771 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CORRECTIVE DEED

WHEREAS, by a scrivener's error, CHRISTOPHER B. FRASER and EDWIN S. PEARLSTINE, JR. conveyed to WANDO PARK DEVELOPMENT, LLC, real property described as "Existing Tract C-1A1-B 5.81 acres" on a Plat by Charles F. Dawley, Jr. (the "Property") dated November 21, 2005, by deed recorded on August 25, 2006 in the RMC Office for Charleston County in Book A596 at Page 292; and

WHEREAS, it was the intent of CHRISTOPHER B. FRASER and EDWIN S. PEARLSTINE, JR. to convey the Property to WANDO PARK DEVELOPMENT GROUP, LLC; and

WHEREAS, it is the desire of CHRISTOPHER B. FRASER and EDWIN S. PEARLSTINE, JR. to correct the scrivener's error in that conveyance made by deed recorded in Book A596 at Page 292, in the RMC Office for Charleston County by execution of this Corrective Deed conveying the property herein below described to WANDO PARK DEVELOPMENT GROUP, LLC;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that CHRISTOPHER B. FRASER and EDWIN S. PEARLSTINE, JR. ("Grantors"), in the State aforesaid for and in consideration of the sum of Five and No/100 (\$5.00) Dollars to them in hand paid, and before the sealing of these presents by WANDO PARK DEVELOPMENT GROUP, LLC ("Grantee"), in the state aforesaid for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the Grantee, its successors and assigns, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE

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

Page 1 of 4

000946

Grantee, its successors and assigns forever.

AND Grantors do hereby bind themselves and their heirs and assigns to warrant and forever defend all and singular said Premises unto the said Grantee, its successors and assigns forever, against Grantors and Grantors' heirs and assigns, so that neither Grantors nor those claiming under Grantors shall hereafter have any interest in or claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantors have caused these presents to be executed this 11 day of

February, 2010.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Juan Wilton
Katie Carson
Juan Wilton
Katie Carson

GRANTORS

CHRISTOPHER B. FRASER

EDWIN S. PEARLSTINE, JR.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by CHRISTOPHER B. FRASER this 11 day of February, 2010. Witness my hand and official seal this the 11 day of February, 2010.

Juan Wilton
NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 10/12/10

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by EDWIN S. PEARLSTINE, JR. this 11 day of February, 2010. Witness my hand and official seal this the 11 day of February, 2010.

Juan Wilton
NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 10/12/10

Exhibit "A"
Property Description

ALL that piece, parcel, or lot of land with the buildings and improvements thereon, situate, lying and being in the Town of Mt. Pleasant, Charleston, South Carolina, and being shown and designated as "EXISTING TRACT C-1A1-B 5.81 ACRES" on a plat by Charles F. Dawley, Jr., dated November 21, 2005, entitled "PLAT SHOWING THE REVISED DELINEATION OF WETLANDS ON TRACTS C-1A1-B, C-1A1-C AND C-1A1-D, ON WANDO PARK BOULEVARD, IN WANDO PARK, TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, COUTH CAROLINA", and recorded February 16, 2006 in Plat Book EJ, at Page 534, Charleston County RMC Office, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated by reference, be all the dimensions and measurements shown thereon a little more or less.

THIS BEING a portion of the property conveyed to Edwin S. Pearlstine, Jr. and Christopher B. Fraser by the deed of Hill Construction Corporation, dated May 14, 1998 and recorded May 15, 1998, in Book X302, at page 056 in the Charleston County RMC Office.

Currently having the TMS No. 537-00-00-245

Grantee's Address: Wando Park Development Group, LLC
171 Church Street, Suite 240
Charleston, SC 29401

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1 I have read the information on this affidavit and I understand such information.

2 The property being transferred is located at 5.81 acres off of Wando Park Blvd., Mt. Pleasant, SC; bearing County Tax Map Number 537-00-00-245, was transferred by CHRISTOPHER B. FRASER and EDWIN S. PEARLSTINE, Jr. to WANDO PARK DEVELOPMENT GROUP, LLC on Feb. 11 2010.

3 Check one of the following: The deed is

(a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary

(c) ☒ exempt from the deed recording fee because (See Information section of affidavit)

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.) # 12

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes: ☐ or No ☐

4 Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.)

(a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____

(b) ☐ The fee is computed on the fair market value of the realty which is _____

(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5 Check Yes ☐ or No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6 The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here: _____

(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7 The deed recording fee due is based on the amount listed on Line 6(c) above and is: _____

8 As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney

9 I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this Feb. 11 2010

[Signature] (Seal)

Notary Public for South Carolina

My Commission Expires: 10-12-70

[Signature]
Responsible Person Connected with the Transaction

Grantee's Attorney

Print or Type Name Here

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document.



Filed By:

SMITH, COX & ASSOCIATES, LLP

P.O. BOX 20458

CHARLESTON SC 29413

MAKER:

FRASEF, CHRISTOPHER AL

RECIPIENT:

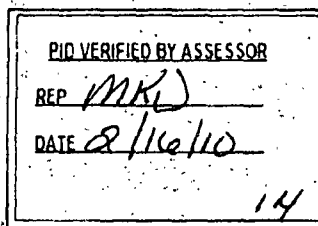
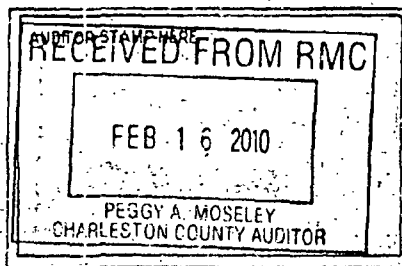
WANDO PARK DEV GRP

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Original Page:

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Date: February 11, 2010

Time: 3:24:37 PM

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Corr/Con

Charlie Lybrand, Register
Charleston County, SC

of Pages:

5

Recording Fee \$ 10.00

State Fee <EXEMPT>

County Fee <EXEMPT>

Extra Pages \$

Postage \$

Chattel \$

TOTAL \$ 10.00

DRAWER

Drawer 2

CLERK

SLW



0106

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Recorded Date



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Pgs



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Original Book



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Original Page



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Doc Type



15:24:37

Recorded Time

CERTIFIED
TRUE COPY
CHARLIE LYBRAND
REGISTER MEETING CLERK
CHARLESTON COUNTY, SC
DATE: August 30, 2010
BY: Charlie Lybrand
B.L.

* n r u

(2)

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DEC 22 2008

65554

D H E C

Notice of Intent (NOI) for Stormwater Discharges from Large and Small Construction Activities

NPDES General Permit SC0000001

CHARLESTON OFFICE

For official use only

File number: 10-08-12-09

Permit number: SCR10K442

Submission package complete: 12-30-08

Public Notice Start Date (OCRM only): 1-9-09

For official use only

SOUTH CAROLINA

DEPT. OF HEALTH AND ENVIRONMENTAL CONTROL

ENVIRONMENTAL QUALITY CONTROL

STORMWATER PERMITTING SECTION

APPROVED - FOR CONSTRUCTION ONLY

DHEC PERMIT #: SCR10K442

FILE #: 10-08-12-09

DATE ISSUED: 2/6/09

BY: [Signature]

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 12/15/08

Project/Site Name: Boynales'

County: Charleston

Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions.)

If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information

Project Owner/Operator (Company or person): K-B Inc.

Company EIN: [Redacted] Phone: 704-972-0070 Fax: 704-972-0039

Mailing Address: 212 South Tryon Street Suite 1700 City: Charlotte State: NC Zip: 28281

Permit Contact (If owner is company): Kevin Archer Phone: 704-972-0070

Mailing Address: 212 South Tryon Street Suite 1700 City: Charlotte State: NC Zip: 28281

Email address (optional): kevinarcher@aol.com

II. Property Information

A. Site Location (street address, nearest intersection, etc.): SE corner of Folly Road + Hunley Avenue

City/Town (if in limits): James Island Latitude: 32° 44' 36" N Longitude: -79° 58' 57" W

Tax map # (list all): 125-04-00-012

B. Property Owner: K-B Inc. Phone: 704-972-0070

Mailing Address: 212 South Tryon Street Suite 1700 City: Charlotte State: NC Zip: 28281

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 1.1 acres Total area: 1.1 acres

B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No

LCP/Overall Development Name: [Redacted] Check here if this is the first phase: ☐

Previous state permit/ file number: [Redacted] Previous NPDES coverage number: SCR10 [Redacted]

C. Start Date (MM/DD/YYYY): 12/15/08 Completion Date: 6/15/09

D. Is this site located on Indian Lands? ☐ Yes ☒ No If yes, name of reservation: [Redacted]

E. Type of Activity (check one): ☒ Commercial ☐ Industrial

☐ Institutional ☐ Residential: Single-family ☐ Multi-use (Commercial & Residential) ☐ Other:

☐ Linear ☐ Residential: Multi-family ☐ Site Preparation (No new impervious)

F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No

G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No

H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No

If yes, list the MS4 operator or urbanized area name: [Redacted]

I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA). N/A

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): James Island Creek Distance to nearest RWB (feet): 700

Classification of nearest RWB: SB Next/Nearest named RWB: Charleston Harbor

B. 1. Waters of the U.S./ State	On the site?	Delineated/Identified?	Impacts?	Amount of Impacts
a. Jurisdictional wetlands N/A	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- AC
b. Non-jurisdictional wetlands N/A	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- AC
c. Other Water(s) List: N/A	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- AC - Feet

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

N/A

000951

CHARLESTON COUNTY

*Auditor**Peggy A. Mosley*

- MAIN MENU
- EXIT

Parcel ID
4250406012

Sub-Division
BAY FRONT

Tax District
31, James Island PSD

Legal Description: L1 44 AND 45

Acres: High: 0 Marsh: 0 Swamp: 0 Water: 0 Total: 0

Jurisdiction: CNTY-ASSESSR

Property Address: 740 FOLLY RD

Mailing Address: 106 PITT ST, MT PLEASANT, SC, 29464-5319

Current Owner - 1	Current Owner - 2	Owner 1 as of Jan 1	Owner 2 as of Jan 1	Deed	Deed Date	Sale Date	Sale Price
		HF LLC		0013-612	10/03/2008	10/02/2008	\$1,590,000
		FORTY FOUR FOLLY, LLC		J676-661	03/16/2008	03/10/2008	\$1,000,000
MATLOCK LEON R		TEASLEY MILDRED S		V380-361	08/28/2001	08/24/2001	\$9 -

CARD
IMAGE

PLAT
COMMENT

OWNER
COMMENT

For Plat Comment and Owner Comment information on plats and deeds recorded prior to 01/05/2004, please click on Card Image button.

Basic deed transfer information is complete back to 1991.

For records and transactions preceding that date, please click on Card Image button.

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E-mail your comments or questions about this site to publicinfo@charlestoncounty.org
Report technical problems with this site to webmaster@charlestoncounty.org

Prepared By:
Shelbourne Law Firm
131 E. Richardson Ave.
Summerville, SC 29483



BP0013612

RMC BK 0013 Pg 612 : pg 1 *

STATE OF SOUTH CAROLINA) TITLE OF REAL ESTATE
)
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, Forty-Four Folly, LLC, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of One Million Five Hundred Ninety Thousand and 00/100 (\$1,590,000.00), and subject to the Restrictions, Exceptions, and Limitations as set forth hereinafter, if any, to the Grantor paid by HF, LLC, (hereinafter whether singular or plural the "Grantee"). Have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said HF, LLC, its Heirs and Assigns, the following described real property, to-wit:

All those lots, pieces or parcels of land, together with the buildings and improvements thereon, situate, lying and being on James Island, in the County of Charleston, State aforesaid, and known on a plat or plan of BAY FRONT, made by YOUNGBLOOD & CO. in December, 1945 and recorded in Plat Book F at Page 228 in the RMC Office for Charleston County, South Carolina as Lots Forty-Four (44) and Forty-Five (45).

Said lots having such size, shape, location, dimensions and bounds as may be seen by reference to said plat.

It being that same property conveyed unto Forty-Four Folly, LLC by deed from Leon R. Matlock dated March 10, 2006 and recorded March 15, 2006 in the RMC Office for Charleston County, South Carolina, in Book J576 at Page 561.

TMS Number: 425-04-00-012

Grantees' Address: 106 Pitt Street, Mt. Pleasant, SC 29464

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

TO HAVE AND TO HOLD all and singular in and to the aforesaid premises unto the said Grantee, HF, LLC, its Successors and Assigns forever.

000953.

And the Grantor does hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantees hereinabove named and the Grantee's Successors and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my hand and seal this 21 day of October 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness #1

Forty-Four Folly, LLC

By: [Signature]
Raymond C. Moore, Member/Manager

[Signature]
Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

I, P. BRANDT SILVERBURN, a Notary Public for the State of South Carolina, do hereby certify that the within named Forty-Four Folly, LLC, by Raymond C. Moore, Member/Manager, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21 day of October 2008.

[Signature]

Notary Public for South Carolina
My Commission Expires: 1.12.16

STATE OF SOUTH CAROLINA)

AFFIDAVIT

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned, who being sworn, deposes and states:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Forty-Four Folly, LLC to HF, LLC, on 10/3/08.
3. Check one of the following: The DEED is
 - a. x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - c. _____ EXEMPT from the deed recording fee because (exemption # _____)
(Explanation, if required: _____)
(If exempt, please skip items 4-6, and go to item 7 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a. x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,590,000.00
 - b. _____ The fee is computed on the fair market value of the realty which is: \$ _____
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES _____ or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of outstanding balance of this lien or encumbrance is \$ _____
6. The DEED Recording Fee is computed as follows:
 - a. \$ 1,590,000.00 the amount listed in item 4 above
 - b. \$ 0 the amount listed in item 5 above (no amount place zero)
 - c. \$ 1,590,000.00 subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Grantor, Grantee or Legal Representative
connected with this transaction

P. BRANDT SUBLEDORENS
Type or Print Name Here

Sworn to before me this 2
day of Oct, 2008.


Notary Public for South Carolina
My Commission Expires: 12-1-15

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



dh
DW

Filed By:

GRAYBILL & LANSCH LLC

2324 DEVINE ST
COLUMBIA SC 29205

MAKER:

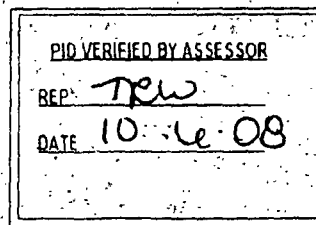
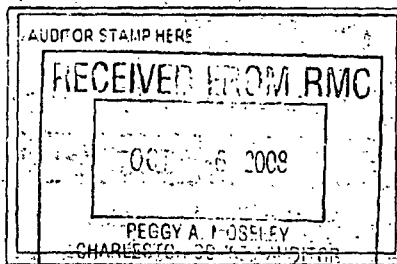
FORTY-FOUR FOLLY LLC

RECIPIENT:

HF LLC

Original Book:

Original Page:



RECORDED

Date: October 3, 2008

Time: 3:05:09 PM

Book	Page	DocType
0013	612	Deed

Charlie Lybrand, Register
Charleston County, SC

of Pages: 4

Recording Fee	\$ 10.00
State Fee	\$ 4,134.00
County Fee	\$ 1,749.00
Extra Pages	\$
Postage	\$
Chattel	\$
TOTAL	\$ 5,893.00

DRAWER
CLERK

Drawer 2
SLW



0013
Book



612
Page



10/03/2008
Recorded Date



4
Pgs



Original Book



Original Page



Doc Type



15:05:09
Recorded Time

RECORDED
TRUE COPY
CHARLES LYBRAND
REGISTER MEANS CONVEY
CHARLESTON COUNTY, SC

DATE: August 30, 2010

BY: Charlie Lybrand

B. L.

843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

000956

RMC BK 0013 Pg 612 : pg 4 *

0818

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PA 20

Notice of Intent (NOI) for Stormwater Discharges from
Large and Small Construction Activities, 2009
NPDES General Permit SCR100000

TYM

DHEC-OCRM
CHARLESTON OFFICE
SOUTH CAROLINA

For official use only

File number: 08-09-10-02

Permit number: SCR10 L837

Submittal package complete: 10-13-09

Public Notice Start Date (OCRM only): 10-14-09

For official use only

DEPT OF HEALTH AND ENVIRONMENTAL CONTROL
ENVIRONMENTAL QUALITY CONTROL
STORMWATER PERMITTING SECTION
APPROVED - FOR CONSTRUCTION ONLY

DHEC PERMIT #: SCR10 L837

FILE #: 08-09-10-02

DATE ISSUED: 11/25/09

BY: [Signature]

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 9/25/09

Project/ Site Name: BOSANGLES

County: Berkley

Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions.)
If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information

Project Owner/ Operator (Company or person): Bosangles Restaurants, Inc.

Company EIN: [Redacted] Phone: 704-527-2675 Fax: 704-527-9677

Mailing Address: 9432 Southern Pine Blvd City: Charlotte State: NC Zip: 28273

Permit Contact (if owner is company): Claude Clark Phone: 704-527-2675

Mailing Address: 9432 Southern Pine Blvd City: Charlotte State: NC Zip: 28273

Email address (optional): ccclark@bosangles.com

II. Property Information

A. Site Location (street address, nearest intersection, etc.): 444 N. Highway 52

City/ Town (if in limits): Moncks Corner Latitude: 33° 12' 21" N Longitude: -79° 59' 10" W

Tax map # (list all): 123-00-01-040

B. Property Owner: Bosangles Restaurants, Inc. Phone: 704-527-2675

Mailing Address: 9432 Southern Pine Blvd City: Charlotte State: NC Zip: 28273

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 1.1 acres Total area: 1.1 acres

B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No
LCP/ Overall Development Name: - Check here if this is the first phase. ☐

Previous state permit/ file number: - Previous NPDES coverage number: SCR10 ☐ ☐ ☐

C. Start Date (MM/DD/YYYY): 12/1/09 Completion Date: 3/1/10

D. Is this site located on Indian Lands? ☐ Yes ☒ No If yes, name of reservation: -

E. Type of Activity (check one): ☒ Commercial ☐ Industrial

☐ Institutional ☐ Residential: Single-family ☐ Multi-use (Commercial & Residential) ☐ Other:

☐ Linear ☐ Residential: Multi-family ☐ Site Preparation (No new impervious)

F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No

G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No

H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No

If yes, list the MS4 operator or urbanized area name: -

I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA): -

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): Tail Race Canal Distance to nearest RWB (feet): 4000

Classification of nearest RWB: FW Next/Nearest named RWB: West Branch Cooper River

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of impacts
a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- Ac
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- Ac
c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	- Ac Feet

2. If yes for impacts in B.1., describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

000957



Berkeley County Government

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You Are Here: [homepage](#) > [e-services](#) > [real property search](#) > [search results](#) > [assessor info](#)

Ownership	Tax Info	Map Info	Property Card
Ownership & Location Information			
Parcel #:	1230001040		
Location:	NORTH HIGHWAY 52 MULTI UNITS		
Legal Description:	LOT BLK		
On Tax Books As:	THORNLEY R W		
Deed Book/Page:	8322 / 228		
Plat Book/Page:	/		
Present Owner:	PRIMAX PROPERTIES LLC		
Lender Name:	NONE ON FILE		
Tax District:	15		
Neighborhood:	D382 / HWY 52 & BY PASS COMMERICAL/RESIDENTIAL		
Deed Recorded Date:	02/10/2010		
# Of Buildings:	1		
Current Taxable Value:	291,000.00		
Current Taxable Value may reflect CAP or Market Value:	FUTURE USE		
Property Card is from AssessPro -- Non standard html port # 91 is used to deliver the property card			



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Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00002639 Vol: 8322 Ps: 228



53 2010 00002639

Instrument Number: 2010- 00002639

Recorded On: February 10, 2010

As
Deed

Parties: THORNLEY RICHARD W
 To
 PRIMAX PROPERTIES LLC

Billable Pages: 1

Recorded By: SPENCER & SPENCER PA

Num Of Pages: 6

Comment:

**** Examined and Charged as Follows: ****

Deed 11.00

Recording Charge: 11.00

	Tax Amount	Consideration Amount	RS#/CS#
Deed Tax	2,035.00	550,000.00	D 590

Deed County Tax 605.00

Deed State Tax 1,430.00

Tax Charge: 2,035.00

RECEIVED

Feb 10, 2010

ASSESSOR
 BERKELEY COUNTY SC
 JANET B. JURSKO
 AUDITOR BERKELEY COUNTY SC

CERTIFIED TRUE COPY
BERKELEY COUNTY, SC

AUG 30 2010

Cynthia B. Forte
 Register of Deeds

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2010- 00002639

Receipt Number: 265084

Recorded Date/Time: February 10, 2010 03:49:37P

Book-Vol/Pg: Bk-R VI-8322 Pg-228

Cashier / Station: R McMakin / Cash Super Station: 5

Record and Return To:

SPENCER & SPENCER PA

P O BOX 790

ROCK HILL SC 29731-6790



Cynthia B. Forte
 Cynthia B Forte - Register of Deeds

000959

00002639 Vol: 8322 Ps: 229

DEED DRAWN BY: (2008-2190-RE)
CHRISTOPHER P. BIERING, ATTORNEY AT LAW, P.C.
116 RAILROAD AVENUE
MONCK'S CORNER, SOUTH CAROLINA 29461
STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, THAT I,

RICHARD W. THORNLEY (A/K/A R.W. THORNLEY)

in the State aforesaid, for and in consideration of the sum of FIVE HUNDRED AND FIFTY THOUSAND AND NO/100 (\$ 550,000.00) DOLLARS, this being the true consideration, to me in hand paid before the sealing of these presents by

PRIMAX PROPERTIES, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY

in the State aforesaid and County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **PRIMAX PROPERTIES, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY**, its Successors and Assigns Forever, all my right, title and interest, being an undivided 100% fee simple interest, in and to the following described real property, to-wit:

PLEASE SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A".

THE PREMISES IS CONVEYED SUBJECT ONLY TO THE PERMITTED EXCEPTIONS LISTED ON

"EXHIBIT B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TMS No.: 123-00-01-040
Property Address: 444 U.S. HIGHWAY 52, MONCK'S CORNER, SC 29461
Grantee's Address: 1065 East Morehead Street, 4th Floor, Charlotte, North Carolina 28204-2812

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

000960

00002639 Vol: 8322 Pg: 230

DEED DRAWN BY: (2008-2190-RE)
CHRISTOPHER P. BIERING, ATTORNEY AT LAW, P.C.
116 RAILROAD AVENUE
MONCKS CORNER, SOUTH CAROLINA 29461

unto the said **PRIMAX PROPERTIES, LLC, A NORTH CAROLINA LIMITED**

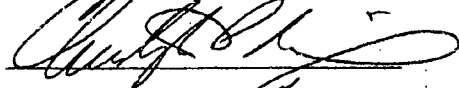
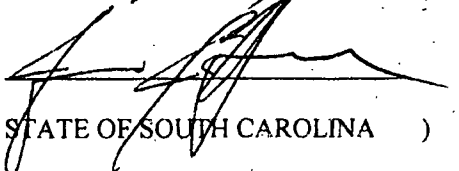
LIABILITY COMPANY, its Successors and Assigns forever.

AND I do hereby bind myself and my Successors and Assigns, to warrant and
forever defend, all and singular, the said Premises unto the said **PRIMAX PROPERTIES,**
LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, its Successors and
Assigns, against me and my Heirs, Successors and Assigns, and all persons whomsoever may be
lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 10th day of Feb. in the year of our Lord

Two Thousand Ten and in the Two Hundred and Thirty-fifth year of the Sovereignty of the
United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

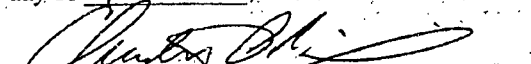



RICHARD W. THORNLEY
(A/K/A R.W. THORNLEY)

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

The foregoing instrument was acknowledged before me by **RICHARD W. THORNLEY**
(A/K/A R.W. THORNLEY), the day and year first above written.

SWORN to before me this 10th
day of Feb., 2010.


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 1-23-2017

000961

DEED DRAWN BY: (2008-2190-RE)
CHRISTOPHER P. BIERING, ATTORNEY AT LAW, P.C.
116 RAILROAD AVENUE
MONCK'S CORNER, SOUTH CAROLINA 29461
STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 444 U.S. Highway 52, Moncks Corner, SC 29461 TMS # 123-00-01-040 was transferred by RICHARD W. THORNLEY (A/K/A R.W. THORNLEY) TO PRIMAX PROPERTIES, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY dated 2-10-2010.

3. Check one of the following: The deed is:
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4, 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of: \$ 550,000.00
 - (b) ☐ The fee is computed on the fair market value of the realty which is _____
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ 550,000.00
 - (b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 550,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$2035.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTOR

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

SWORN to before me this 10th
day of Feb, 2010.

Notary Public for SOUTH CAROLINA

My Commission Expires: 1-23-2017

EXHIBIT A

[Description of the Premises]

ALL that certain piece, parcel or tract of land, containing **one (1) acre**, more or less, situate, lying and being in First St. Johns Parish, Town of Moncks Corner, County of Berkeley, State of South Carolina, and butting and bounding as follows, to-wit: On the NORTHWEST by the 75' right of way of U. S. Highway 52; on the SOUTHWEST by lands, now or formerly, of the South Carolina Department of Highways and Public Transportation; on the SOUTHEAST by other lands, now or formerly, of E. M. Thornley, III; and on the NORTHEAST by Tract B as shown in Plat Cab E, at Page 63. Said parcel is designated as Lot A-1 on a plat entitled "**Plat of 'A-1' & 'A-2' being a portion of 'A' owned by E.M. Thornley, III**" prepared by W. H. Dennis, RLS, dated April 29, 1991, recorded May 2, 1991, in **Plat Cabinet I, Page 347**; and reference to said plat is craved for a more complete and accurate description of the metes and bounds of said property.

Being the same property shown as a 1.001 acre lot on plat of survey entitled "Boundary Survey #444 U.S. Highway #52" prepared by Stephen S. Dyer, SCPLS No. 19894, dated January 14, 2010, and recorded February 10, 2010, in **Plat Book Cab N, Page 325P** Office of the Register of Deeds for Berkeley County, South Carolina.

TAX MAP NO.: 123-00-01-040

DERIVATION: Being the same property conveyed by deed from E. M. Thornley, III to R. W. Thornley (a/k/a Richard W. Thornley) dated May 2, 1991, recorded May 2, 1991, in Book A-907, Page 248, Office of the Register of Deeds for Berkeley County, South Carolina.

EXHIBIT B

[Permitted Exceptions]

1. Ad valorem real property taxes for the year 2010, which are a lien, but not yet due and payable, and taxes for all subsequent years:

2. All matters shown on plat of survey entitled "ALTA/ACSM Land Title Survey Bojangles' Restaurants, Inc. @ #444 North U.S. Highway #52" prepared by Stephen S. Dyer, SCPLS No. 19894, and dated February 10, 2010.

RECORDING FEE 10.00
 AUDITORS FEE _____
 STATE DOC. STAMPS 220.00
 COUNTY STAMPS 110.00
 BERKELEY COUNTY

PAID
 BERKELEY COUNTY
 DOCUMENTARY STAMPS
 \$ 110.00
 CYNTHIA B. FORTE
 RMC

STATE OF SOUTH CAROLINA)
 COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

Know All Men by These Presents, That, I, E. H. THORNLEY, (hereinafter whether singular or plural the "Grantor") in and to the said, for and in consideration of the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars, to the Grantor paid by R. W. THORNLEY, (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his Heirs and Assigns forever the following described:

WIT:

A certain piece, parcel or tract of land, containing one (1) acre, more or less, situate, lying and being in First St. Johns Parish, Town of Moncks Corner, County of Berkeley, State of South Carolina, and butting and bounding as follows, to-wit: On the NORTHWEST by the 75' right of way of U. S. Highway 52; on the SOUTHWEST by lands of the South Carolina Department of Highways and Public Transportation; on the SOUTHEAST by other lands of the Grantor being optioned to the within Grantee; and on the NORTHEAST by Tract B as shown in Plat Cab E, at Page 63. Said parcel is designated as Lot A-1 on a plat entitled "Plat A-1 and A-2 (being a portion of "A") Owned by E. H. Thornley, III," prepared by W. H. Dennis, RLS, dated April 29, 1991, and recorded simultaneously herewith in Plat Cab. I, at Page 341, and reference to said plat is craved for a more complete and accurate description of the metes and bounds of said property.

THIS being a portion of the property conveyed to the Grantor herein by Deed of G. J. Thornley dated April 10, 1986, and recorded in the Berkeley County RMC Office in Deed Book A-646, at Page 110.

THS No. 123-00-01-031 (Portion of)

106840
 STATE OF SOUTH CAROLINA
 DOCUMENTARY TAX COMMISSION
 DOC. STAMP
 TAX
 220.00

CERTIFIED TRUE COPY
 BERKELEY COUNTY, SC

AUG 30 2010

Cynthia B. Forte
 Register of Deeds

000965

TOGETHER with all rights, members, hereditament and appurtenances to the said premises, or in anywise incident or appurtenance.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, R. W. THORNLEY, his Heirs and Assigns forever. And the said Grantee doth hereby bind himself and his Heirs and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Successor and Assigns, and against every person whosoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 2nd day of May in the year of our Lord one thousand nine hundred and ninety-one and the two hundredth and fifteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Samuel J. Atkins
James I. Lerner

E. M. Thornley, III
E. M. Thornley, III

RECORDED THIS 2nd DAY
OF May 1991
AMERICAN BERKELEY COUNTY, S.C.

RECORDED THIS 3rd DAY
OF May 1992
IN BOOK 102 PAGE 1134
PFE \$

Christ Brown Weber
CLERK BERKELEY COUNTY, SC

RECORDED

Time 4:26 P.M.
Date 5-2-91

Cynthia L. Foster
Berkeley County

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor, sign, seal and, as the Grantor's Act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

Parula J. Chapman

SWORN to before me this 2
day of May, 1991.

James A. Lerner
Notary Public of South Carolina
My Commission Expires: 9-12-94

GRANTEE'S ADDRESS:

P.O. Box 1712
MONCK'S CORNER, S.C. 29441

* Didn't get property until 1-27-09

RECEIVED
JUN 08 2009

D H E C
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
STON OFFICE

Notice of Intent (NOI) for Stormwater Discharges from Large and Small Construction Activities
NPDES General Permit SCR100000

For official use only
File number: 08-09-06-03
Permit number: SCR101231
Submittal package complete: 6/10/09
Public Notice Start Date (OCRM only): _____

For official use only
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
STON OFFICE
ENVIRONMENTAL QUALITY CONTROL
STORMWATER PERMITTING SECTION
APPROVED - FOR CONSTRUCTION ONLY
DHEC PERMIT #: SCR101231
FILE #: 08-09-06-03
DATE ISSUED: 10/5/09
BY: Stephanie L. White

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.
Date: 06/05/2009

Project/ Site Name: Johnstone Supply **County:** Berkeley
Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions.)
If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information
Project Owner/ Operator (Company or person): Rathbun and Company, LLC
Company EIN: _____ Phone: 803-735-9979 Fax: _____
Mailing Address: P.O. Box 211454 City: Columbia State: SC Zip: 29221
Permit Contact (if owner is company): Bill Rathbun Phone: _____
Mailing Address: _____ City: _____ State: SC Zip: _____
Email address (optional): bill.rathbun@johnstonesupply.com

II. Property Information
A. Site Location (street address, nearest intersection, etc.): On College Park Rd., 900' southeast of Int. with Hwy. 17A
City/ Town (if in limits): _____ Latitude: 33° 2' 48" N Longitude: -80° 6' 20" W
Tax map # (list all): 2220000137
B. Property Owner: Same as Above Phone: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____

III. Site Information
A. Disturbed area (to the nearest tenth of an acre): 1.9 acres Total area: 1.9 acres
B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No
LCP/ Overall Development Name: _____ Check here if this is the first phase. ☐
Previous state permit/ file number: _____ Previous NPDES coverage number: SCR10
C. Start Date (MM/DD/YYYY): 07/01/2009 Completion Date: 07/01/2010
D. Is this site located on Indian Lands? ☐ Yes ☒ No If yes, name of reservation: _____
E. Type of Activity (check one): ☒ Commercial ☐ Industrial
☐ Institutional ☐ Residential: Single-family ☐ Multi-use (Commercial & Residential) ☐ Other:
☐ Linear ☐ Residential: Multi-family ☐ Site Preparation (No new Impervious)
F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No
G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No
H. Is any part of the property located inside an MS4 or urbanized area? ☒ Yes ☐ No
If yes, list the MS4 operator or urbanized area name: Berkeley County
I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA).
NPDES

IV. Waterbody Information
A. Nearest receiving waterbody(s) (RWB): Tributary to King Branch Distance to nearest RWB (feet): 2,000
Classification of nearest RWB: FW Next/Nearest named RWB: King Branch

B. 1. Waters of the U.S./ State	On the site?	Delimited/ Identified?	Impacts?	Amount of impacts
a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	____ Ac
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	____ Ac
c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	____ Ac ____ Feet

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.



Berkeley County Government

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You Are Here: [homepage](#) > [e-services](#) > [real property search](#) > [search results](#) > [assessor info](#)

Ownership

[Tax Info](#)[Map Info](#)[Property Card](#)

Ownership & Location Information

Parcel #:	2220000137
Location:	1330 COLLEGE PARK ROAD
Legal Description:	LOT BLK
On Tax Books As:	RATHBUN & COMPANY LLC
Deed Book/Page:	8044 /137
Plat Book/Page:	/
Present Owner:	RATHBUN & COMPANY LLC
Lender Name:	NONE ON FILE
Tax District:	08
Neighborhood:	D643 /COMM US 176 TO ROYAL ROAD
Deed Recorded Date:	07/29/2009
# Of Buildings:	0
Current Taxable Value:	255,000.00
Current Taxable Value may reflect CAP or Market Value:	FUTURE USE

Property Card is from AssessPro -- Non standard html port # 91 is used to deliver the property card



- Print current page's data

[Instructions](#) | [Feedback](#) | [FAQ](#) | [Disclaimer](#)

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Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00016953 Vol: 8044 Pg: 137



53 2009 00016953

Instrument Number: 2009- 00016953

As
Deed

Recorded On: July 29, 2009

Parties: ATP CENTER LLC

To

RATHBUN & COMPANY LLC

Billable Pages: 1

Recorded By: PACK LAW FIRM

Num Of Pages: 6

Comment:

**** Examined and Charged as Follows: ****

Deed 11.00

Recording Charge: 11.00

	Tax Amount	Consideration Amount	RS#/CS#
Deed Tax	1,073.00	290,000.00	D 3418

Deed County Tax 319.00

Deed State Tax 754.00

Tax Charge: 1,073.00

RECEIVED

JUL 29 2009

ASSESSOR
BERKELEY COUNTY SC
JANET B. JURDSKO
AUDITOR BERKELEY COUNTY SC

**CERTIFIED TRUE COPY
BERKELEY COUNTY, SC**

AUG 30 2010

Cynthia B. Forte
Register of Deeds

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2009- 00016953

Receipt Number: 239111

Recorded Date/Time: July 29, 2009 04:42:36P

Book-Vol/Pg: Bk-R VI-8044 Pg-137

Cashier / Station: B Blake / Cash Station 7

Record and Return To:

PACK LAW FIRM

224 WEST BUTLER ST

LEXINGTON SC 29072



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

000970

STATE OF SOUTH CAROLINA]
COUNTY OF BERKELEY]

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That

A.T.P. CENTER, LLC

(hereinafter called "Grantor"), for and in consideration of the sum of Two Hundred Ninety Thousand and No/100 (\$290,000.00) Dollars in hand paid at and before the sealing of these presents, by

RATHBUN & COMPANY, LLC

(hereinafter called "Grantee") in the State and County aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the Grantee, it's Successors and Assigns:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

This conveyance is made subject to existing easements and to restrictions and easements of record and otherwise affecting the property.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, it's Successors and Assigns forever.

AND the Grantor does hereby bind itself and its Successors, Executors, and Administrators to warrant and forever defend al land singular the premises unto the Grantee, it's Successors and Assigns against herself and her heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the within Deed has been executed this 23 day of June, 2009, the two hundred thirty third (233rd) year of the Sovereignty and Independence of the Untied States of America.

Signed, Sealed and Delivered
In The Presence of:

Deborah Pach
1st Witness

[Signature]
2nd Witness

A.T.P. CENTER, LLC

By: [Signature]
Its: MEMBER

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

PROBATE

PERSONALLY appeared before me, the first witness and made oath that s/he saw
the within named ATP, Center, LLC by it's authorized signor, sign, seal and as it's act
and deed, deliver the within written deed and that s/he with the second witness,
witnessed the execution thereof.

Deborah Pach
1st Witness

SWORN to before me this
27 day of June, 2009

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 1/30/2011

Legal Description - Exhibit "A"

All that certain piece, parcel or tract of land situate, lying and being in the County of Berkeley, State of South Carolina, containing approximately 1.918 acres, shown and designated as TRACT C8-B on a plat entitled Boundary Survey prepared by Stantec Consulting Services, Inc. dated October 7, 2008 and recorded October 29, 2008 in Cabinet M, Page 339P in the Office of the ROD for Berkeley County. Said tract having such size, shape, buttings, boundings and dimensions as will by reference to said plat more fully appear.

TMS: 222-00-00-137

This being a portion of the property conveyed to A.T.P. Center, LLC by deed of Mary L. Blackwell dated 9/12/07 and recorded in Book 6852, Page 234.

Grantee's Address: 145 Windhill Drive, Ste 100, Columbia, SC 29203

STATE OF SOUTH CAROLINA)
COUNTY OF Berkley)

AFFIDAVIT

Page 1 of 2

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 1336 College Park Rd.
bearing Berkley County Tax Map Number 222-00-00-1B7, was transferred
by A.T.P. Centur, LLC
to Rathbun company, LLC on June 23, 2009

3. Check one of the following: The deed is

- (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) ☐ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$290,000.00
- (b) ☐ The fee is computed on the fair market value of the realty which is _____
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$290,000.00(b) Place the amount listed in item 5 above here: 0
(If no amount is listed, place zero here.)(c) Subtract Line 6(b) from Line 6(a) and place result here: \$290,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:

\$1073.00 stamps8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Danny Pack - closing attorney

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

SWORN to before me this 9
day of July 2009
Maricopa County, Arizona
Notary Public for SC
My Commission Expires: 9-13-17

Danny Pack
Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, ~~personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right.~~ The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

Berkeley County
Cynthia B. Forte 00029784 Vol: 6852 Pg: 221
Register of Deeds
Moncks Corner 294616120



53 2007 00029784

Instrument Number: 2007- 00029784

Recorded On: September 13, 2007

As
Deed

Parties: BLACKWELL MARY L

To

ATP CENTER LLC

Billable Pages: 1

Recorded By: COOPER LAW FIRM LLC

Num Of Pages: 6

Comment:

**** Examined and Charged as Follows: ****

Deed. 11.00

Recording Charge: 11.00

	Tax Amount	Consideration Amount	RS#/CS#		
Deed Tax	1,295.00	350,000.00	D 6665	Deed State Tax	910.00
				Deed County Tax	385.00

Tax Charge: 1,295.00

RECEIVED

Sep 13, 2007

ASSESSOR
BERKELEY COUNTY SC
JANET B. JURSKO
AUDITOR BERKELEY COUNTY SC

**CERTIFIED TRUE COPY
BERKELEY COUNTY, SC**

AUG 30 2010

Cynthia B. Forte
Register of Deeds

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2007- 00029784

Receipt Number: 141083

Recorded Date/Time: September 13, 2007 09:37:46A MT PLEASANT SC 29464

Book-Vol/Pg: BK-R VI-6852 Pg-221

Cashier / Station: R McMakin / Cash Super Station 5

Record and Return To:

COOPER LAW FIRM LLC

220 CHURCH ST STE 102

MT PLEASANT SC 29464



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

000976

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

DEED

KNOW ALL MEN BY THESE PRESENTS,

THAT I, MARY L. BLACKWELL (the "Grantor"),

for and in consideration of Three Hundred Fifty Thousand and no/100 Dollar (\$350,000.00), to me in hand paid at and before the sealing of these presents, by A.T.P. Center, L.L.C. (the "Grantee") in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said A.T.P. Center, L.L.C., its successors and assigns forever, the following described property, to-wit:

See Exhibit "A"

TMS No. 222-00-00-137 and 222-00-00-138

Grantee's Address: 1340 College Park Road
Summerville, South Carolina 29483

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, in and to the said Premises before mentioned, unto the said Grantee, its successors and assigns forever.

AND I do hereby bind myself, my heirs and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, its successors and assigns, against themselves and all persons whomsoever lawfully claiming, or to claim the same or any part thereof through or under Grantor.

IN WITNESS WHEREOF, I have set forth my hand and seal, this 12th day of
September, 2007, in the year of our Lord two thousand seven and in the two hundred and thirty
second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Michelle Rishi

Robert W. Cooper

Mary L. Blackwell
Mary L. Blackwell

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Mary L. Blackwell sign, seal, and as her act and deed, deliver the within written Deed and that (s)he with the other witness named above witnessed the execution thereof.

Michelle Fisher

SWORN to before me this 12th
day of September, 2007.

Randall W. Cooper

Notary Public for South Carolina

My Commission Expires: 9/6/2010

EXHIBIT "A"

PROPERTY DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Berkeley, State of South Carolina, containing approximately 1.918 acres, shown and designated as "TRACT C8-B" on a plat entitled "SUBDIVISION PLAT OF TRACT C8 CONTAINING 4.36 ACRES INTO TRACT C8-A CONTAINING 2.45 ACRES AND TRACT C8-B CONTAINING 1.92 ", dated February 13, 2006, prepared by 2AD Surveying Co., Inc., and recorded in the ROD Office for Berkeley County, in Plat Cabinet R, at Slide A-1.

SAID tract having such size, shape, buttings, boundings and dimensions as will by reference to said plat more fully appear:

ALSO

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Berkeley, State of South Carolina, containing approximately 0.909 acres, shown and designated as "TRACT C-7" on a plat entitled "SHOWING SUBDIVISION OF LAND NEAR CARNES CROSS ROADS OWNED BY R. GILBERT HARMON", dated October 17, 1984, prepared by J. O'Hear Sanders Jr. and recorded in the ROD Office for Berkeley County, in Plat Cabinet E, Page 373.

SAID tract having such size, shape, buttings, boundings and dimensions as will by reference to said plat more fully appear:

Being a portion of the same property conveyed to Grantor hereof by Deed of George A. Blackwell, dated October 5, 2005 and recorded in the ROD Office for Charleston County in Book 5068, at page 204.

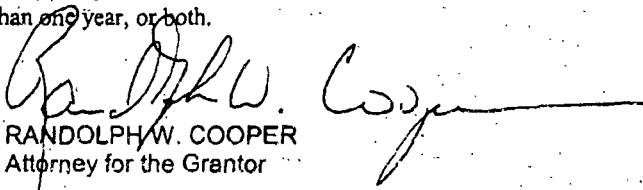
TMS# 222-00-00-137 and 222-00-00-138

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

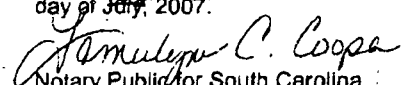
AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred BY Mary L. Blackwell to A.T.P. Center L.L.C. on September 12, 2007
3. Check one of the following: The DEED is:
 - (a) Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) Subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X EXEMPT from the Deed recording fee because (exemptions 1-12)
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
Section 12-24-40, transfer from the principal to an agent
4. Check on of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) The fee is computed on the consideration paid or to be paid in money, or money's worth in the amount of \$350,000.00.
 - (b) The fee is computed on the fair market value of the realty which is \$_____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check YES or NO X To the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The DEED recording Fee is computed as follows:
 - (a) \$350,000.00 The amount listed in item 4 above.
 - (b) _____ The amount listed in item 5 above (no amount place zero).
 - (c) \$350,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


RANDOLPH W. COOPER
Attorney for the Grantor

Sworn to before me this 12
day of July, 2007.


Notary Public for South Carolina
My Commission Expires: 2-26-2017

* Blue Horseshoe 2, LLC

RECEIVED

JUL 8 2009



Notice of Intent (NOI) for Stormwater Discharge from
Large and Small Construction Activities
NPDES General Permit SCR100000
DHEC OCRM
CHARLESTON OFFICE

For official use only

File number: 27-59-27-02

Permit number: SCR10 1166

Submittal package complete: 7.8.09

Public Notice Start Date (OCRM only): _____

For official use only

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 7/6/09 Refuel 12

Project/ Site Name: _____ County: Berkeley

Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions.)

If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information

Project Owner/ Operator (Company or person): Mark W Jordan

Company BN: 20-2431167 Phone: 843-743-7240 Fax: _____

Mailing Address: PO Box 20782 City: CHS State: SC Zip: 29413

Permit Contact (if owner is company): Mark Jordan Phone: 843-743-7240

Mailing Address: PO Box 20782 City: CHS State: SC Zip: 29413

Email address (optional): _____

II. Property Information

A. Site Location (street address, nearest intersection, etc.): Intersection of Red Bank Road & Harbor Lane

City/ Town (if in limits): Berkeley Latitude: 32° 30' 05" N Longitude: -80° 00' 40" W

Tax map #: (list all): 232-03-07-067

B. Property Owner: Mark Jordan Phone: 843-7240

Mailing Address: PO Box 20782 City: CHS State: SC Zip: 29413

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 2.1 acres Total area: 2.1 acres

B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No

LCP/ Overall Development Name: N/A Check here if this is the first phase. ☐

Previous state permit/ file number: N/A Previous NPDES coverage number: SCR10 ☐ ☐ ☐

C. Start Date (MM/DD/YYYY): 9/1/09 Completion Date: 3/1/09

D. Is this site located on Indian Lands? ☐ Yes ☒ No If yes, name of reservation: _____

E. Type of Activity (check one): ☒ Commercial ☐ Industrial

☐ Institutional ☐ Residential: Single-family ☐ Multi-use (Commercial & Residential) ☐ Other:

☐ Linear ☐ Residential: Multi-family ☐ Site Preparation (No new Impervious)

F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No

G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No

H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No

If yes, list the MS4 operator or urbanized area name: Berkeley County

I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA): _____

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): tributary to H2O OF Foster Creek Distance to nearest RWB (feet): 1400

Classification of nearest RWB: SFH Next/Nearest named RWB: Foster Creek

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of Impacts
a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac
c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac Feet

2. If yes for impacts in B.1., describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

RECEIVED

JUL 8 2009



PN SW Notice of Intent (NOI) for Stormwater Discharges from Large and Small Construction Activities NPDES General Permit SCR100000

DHEC-OCRM
CHARLESTON OFFICE

For official use only

File number: 28-09-07-02Permit number: SCR10 1166Submittal package complete: 7.8.09

Public Notice Start Date (OCRM only): _____

For official use only

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 7/6/09Project Site Name: REFUEL 12County: BerkeleyDo you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions.)If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information

Project Owner/Operator (Company or person): Mark W. JordanCompany EIN: 26-34891167Phone: 843-743-7240

Fax: _____

Mailing Address: PO Box 20782City: CHSState: SC Zip: 29413Permit Contact (if owner is company): Mark JordanPhone: 843-743-7240Mailing Address: PO Box 20782City: CHSState: SC Zip: 29413

Email address (optional): _____

II. Property Information

A. Site Location (street address, nearest intersection, etc.): Intersection of Red Bank Road & Harbor LaneCity/Town (if in limits): BerkeleyLatitude: 32° 58' 05" N Longitude: 80° 00' 40" WTax map # (list all): 232-07-07-067B. Property Owner: Mark JordanPhone: 843-743-7240Mailing Address: PO Box 20782City: CHSState: SC Zip: 29413

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 2.1 acres Total area: 2.1 acresB. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ NoLCP/Overall Development Name: N/ACheck here if this is the first phase. ☐Previous state permit/file number: N/APrevious NPDES coverage number: SCR10 ☐ ☐ ☐C. Start Date (MM/DD/YYYY): 9/1/09Completion Date: 3/1/09D. Is this site located on Indian Lands? ☐ Yes ☒ No

If yes, name of reservation: _____

E. Type of Activity (check one):

☒ Commercial☐ Industrial☐ Institutional☐ Multi-use (Commercial & Residential)☐ Other:☐ Linear☐ Residential: Single-family☐ Residential: Multi-family☐ Site Preparation (No new Impervious)F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ NoG. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ NoH. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ NoIf yes, list the MS4 operator or urbanized area name: Berkeley County

I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA).

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): Troutman to HooDistance to nearest RWB (feet): 1400Classification of nearest RWB: SPHNext/Nearest named RWB: Foster Creek

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of Impacts
a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac
c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac Feet

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

000983



Berkeley County Government

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You Are Here: [homepage](#) > [e-services](#) > [real property search](#) > [search results](#) > [assessor info](#)

Ownership

Tax Info

Map Info

Property Card

Ownership & Location Information

Parcel #:	2520707067
Location :	1270 RED BANK ROAD
Legal Description:	LOT BLK
On Tax Books As:	BLUE HORSESHOE 2 LLC
De ed Book/Page:	7145 /0322
Plat Book/Page:	CAB J /197
Present Owner:	BLUE HORSESHOE 2 LLC
Lender Name:	NONE ON FILE
Tax District:	28
Ne ighborhood:	D821 /RED BANK ROAD & NORTH RHETT
De ed Recorded Date:	02/06/2008
# Of Buildings:	2
Cu rrent Taxable Value:	1,037,600.00
Cu rrent Taxable Value may reflect CAP or Market Value: FUTURE USE	

Property Card is from AssessPro -- Non standard html port # 91 is used to deliver the property card



Print current page's data

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Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00003431 Vol: 7145 Pg: 322



53 2008 00003431

Instrument Number: 2008- 00003431

Recorded On: February 06, 2008

As
Deed

Parties: 1276 REDBANK INVESTMENT CO LLC

To
BLUE HORSESHOE 2 LLC

Billable Pages: 1

Recorded By: HAGOOD & KERR PA

Num Of Pages: 6

Comment: BLUE HORSESHOE

**** Examined and Charged as Follows: ****

Deed	11.00				
Recording Charge:	11.00				
		Tax Amount	Consideration Amount	RS#/CS#	
Deed Tax		3,885.00	1,050,000.00	D 794	
				Deed State Tax	2,730.00
				Deed County Tax	1,155.00
Tax Charge:	3,885.00				

**CERTIFIED TRUE COPY
BERKELEY COUNTY, SC**

AUG 30 2010

Cynthia B. Forte
Register of Deeds

RECEIVED

Feb 06, 2008

ASSESSOR
BERKELEY COUNTY SC
JAMET B. JURSKO
AUDITOR BERKELEY COUNTY SC

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2008- 00003431
Receipt Number: 182930
Recorded Date/Time: February 06, 2008 03:28:08P
Book-Vol/Pg: Bk-R VI-7145 Pg-322
Cashier / Station: O Howell / Cash Station 6

Record and Return To:

HAGOOD & KERR PA
654 COLEMAN BLVD
MT. PLEASANT SC 29464



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

000985

Hagood & Kerr, PA
Attorneys and Counsellors at Law
654 Coleman Blvd.
Mount Pleasant SC 29464

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

THAT 1276 REDBANK INVESTMENT CO., LLC, a South Carolina limited liability company, for and in consideration of ONE MILLION FIFTY THOUSAND and 00/100 Dollars (\$1,050,000.00), to it in hand paid at and before the sealing of these presents, by BLUE HORSESHOE 2, LLC, a South Carolina limited liability company (the "Grantee") in the State and County aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said BLUE HORSESHOE 2, LLC, its successors and assigns forever, the following described property, to-wit:

See Exhibit "A"

TMS# 252-07-07-067

Grantee's Address: 960 Tall Pine Road
Mt. Pleasant, South Carolina 29464

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, in and to the said Premises before mentioned, unto the said Grantee, its successors and assigns forever.

AND it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, its successors and assigns, against the claims of all persons claiming by, through or under Grantor only.

WITNESS its hand and seal, this 6th day of February, in the year of our Lord two thousand eight (2008) and in the two hundred and thirty-second year of the Sovereignty and Independence of the United States of America.

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

1276 REDBANK INVESTMENT CO., LLC

James B. Langley
William V. [Signature]

By: *[Signature]*
M. Stephen Varn
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named 1276 Redbank Investment Co., LLC, by M. Stephen Varn, its Manager, sign, seal and as its act and deed, deliver the within written Limited Warranty Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Glenn B. Langley

SWORN to before me this
6th day of February, 2008.

Coleman Varn

Notary Public for South Carolina

My Commission Expires: _____

My Commission Expires

December 1, 2015

Exhibit "A"

ALL those certain pieces, parcels or lots of land, together with all improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as "Tract 1," containing approximately 1.033 acres, "Tract 2," containing approximately 1.033 acres and "Tract 3," containing approximately 0.103 acres, as shown on a plat entitled "PLAT SHOWING TRACTS 1, 2, 3 AND 4 PROPERTY OF LAND ASSOCIATES LOCATED GOOSE CREEK BERKELEY COUNTY, S.C.", prepared by Davis & Floyd Engineers, Inc., dated July 30, 1979, and recorded in the RMC Office for Berkeley County in File Cabinet D at Page 10.

SAID lots having such size, shape, battings, hoardings and dimensions as will by reference to said plat more fully appear.

SUBJECT to a 20' ingress and egress right-of-way easement on the southern portion of said property; said easement more fully shown on that plat entitled "PLAT OF LOT 150' X 300' PROPERTY OF G & K, a PARTNERSHIP ABOUT TO BE CONVEYED TO LAND ASSOCIATES, GOOSE CREEK, BERKELEY COUNTY", made by H. Exo Hilton, Reg. L.S. and dated June, 1976, and recorded in the ROD Office (formerly known as the Clerk of Court's office) for Berkeley County in Plat Book W, at Page 079, which plat is made a part hereof by reference thereto; as well as that plat "PLAT OF LOT 150' X 300' PROPERTY OF G & K, a PARTNERSHIP ABOUT TO BE CONVEYED TO LAND ASSOCIATES, GOOSE CREEK, BERKELEY COUNTY", made by H. Exo Hilton, Reg. L.S. and dated July 1976, and recorded in the ROD Office for Berkeley County in Plat Book W, at Page 098, which plat is made a part hereof by reference thereto.

BEING the same properties conveyed to 1276 Redbank Investment Co., LLC by Deed of Wilbur C. Varn, dated December 11, 2001 and recorded in the ROD Office for Berkeley County in Book 2549, at Page 220.

TMS#252-07-07-067

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

AFFIDAVIT

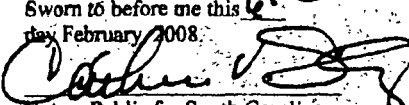
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred BY 1276 Redbank Investment Co., LLC. to Blue Horseshoe 2, LLC on February, 2008
3. Check one of the following: The DEED is
 - (a) X Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) Subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) EXEMPT from the Deed recording fee because (exemptions 1-12) 9 transfer of portion of interest in company to member
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,050,000.00
 - (b) The fee is computed on the fair market value of the realty which is \$
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$
5. Check YES or NO x To the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is \$
6. The DEED recording Fee is computed as follows:
 - (a) \$1,050,000.00 The amount listed in item 4 above.
 - (b) \$ -0- The amount listed in item 5 above (no amount place zero)
 - (c) \$1,050,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
8. Check if Property other than Real Property is being transferred on this Deed. (A) Mobile Home, (B) Other

I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


M. Stephen Yarn, Manager of Grantor

Sworn to before me this 6th
day February 2008.

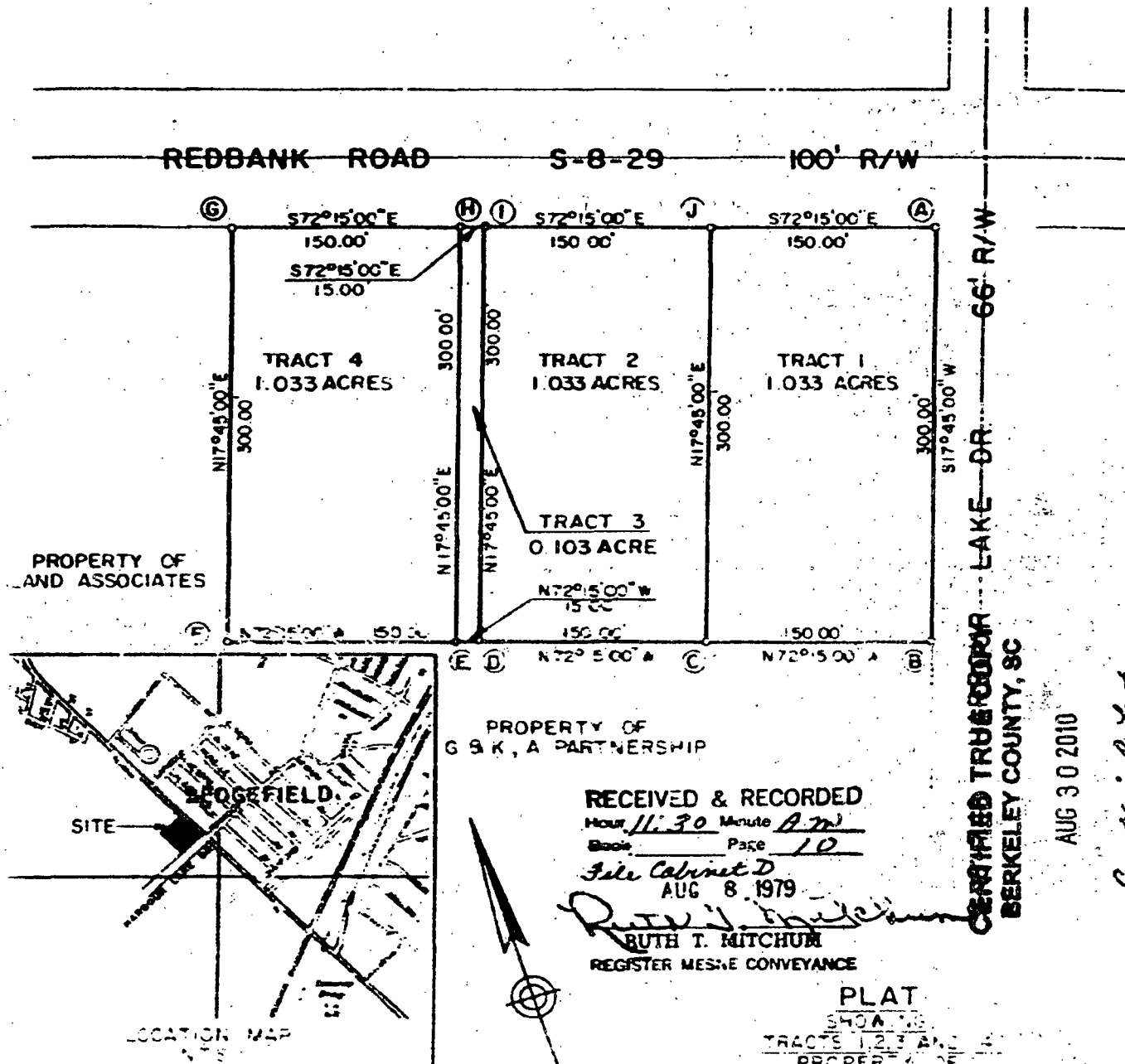

Notary Public for South Carolina

My Commission Expires:

My Commission Expires
December 1, 2015

LEGEND

- PROPERTY LINE WITH IRON PIN (SET)
- CENTER LINE
- RIGHT-OF-WAY LINE



RECEIVED & RECORDED

Hour 11:30 Minute AM
 Book _____ Page 10

File Cabinet D
 AUG 8 1979

Ruth T. Mitchum
RUTH T. MITCHUM
 REGISTER MESSE CONVEYANCE

PLAT

SHOWING

TRACTS 1, 2, 3 AND 4
PROPERTY OF
LAND ASSOCIATES

CHARLESTON
SC

BERKELEY COUNTY, SC

SCALE 1" = 100'
U.S. B. FIELD
POST OFFICE
CHARLESTON, S.C.
PHONE 1-803-722-1154

ALBERT H. HALL, REGISTERED SURVEYOR, HAS SURVEYED THE PROPERTY HEREON AND THAT THE TRUE MEASUREMENTS AND BEARINGS HAVE BEEN AS PLANNED AND THE PRESENTS

Albert H. Hall



AUG 30 2010

Cynthia S. Lott
 Register of Deeds

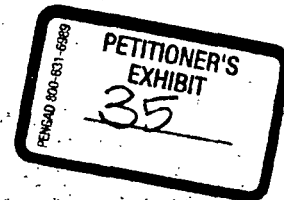
DHEC PERMIT
VS.
COUNTY ASSESSOR ONLINE DATA

Do Not Match

	<u>Permit</u>	<u>Assessor</u>
	Broad Creek Marina, LLC	Hargray Telephone Co Inc
09	CareCore Properties LLC	Town of Bluffton ✓
	Stafford Properties Inc	Nonie Johnson & Margaret Schultz
	Vilijac-Loadholt 1, LLC	Richard Coffield & Beth Coffield
	Robert Gallant	Coosaw Point, LLC
09	Pulte Homes, Inc.	International Paper Realty Corp. ✓
	Palmer Simmons	Charles E. Simmons, Jr.
10	Gregory M. Parker, Inc.	Parcel C1, LLC ✓
	Carolina Glass	Walterboro Investment Co., LLC
	Caffino Live Roast	Four Palms, LLC
	Low Country Caffino, LLC	Four Palms, LLC

Match

	<u>Owner Name</u>
R610 039 004 0126 0000	Vilijac-Loadholt 1, LLC
09 R300 016 000 069A 0000	Seaside Farm, Inc.
12 R200 011 000 0039 0000	Crossroads Enterprises, LLC
15 R200 011 000 038E 0000	Crossroads Enterprises, LLC
10 R200 016 000 0086 0000	Crossroads Enterprises, LLC
R610 045 000 0021 0000	May River Forest, LLC
R610 031 000 1086 0000	Belfair South, LLC
R510 010 000 015B 0000	Palmer Simmons



TMS#s → 30 15/15 (.) Polke

No1's - 49

match	Don't
11	32

19 + 28
12 Buff G TMS
17 26
Buff

43 - 13 Polke
16 Data I
10 Data II

DHEC PERMIT
VS.
COUNTY ASSESSOR ONLINE DATA

There are 13 tax map numbers represented by the latest batch of twenty-nine DHEC permits forwarded to me on 8/23/10. As with the last batch, I input the Tax map Number identified in section II of the application into the Beaufort County Property Max program to ascertain who is identified as the owner of the property according to the County Assessor.

One (1) of the tax map numbers is for a Jasper County permits so it is not part of this current analysis.

2009
One (1) tax map number (R600-020-000-0001-0000) appears on sixteen of the permits. Each of the permits identifies Pulte Homes, Inc. as the owner and utilizes one of two dates in October 2009 (either October 29, or October 12) as the permit date. The Property Max printout for this parcel identifies International Paper Realty Corporation as the owner of record through a deed conveying the property to them in 2001. As you likely know, Pulte is the current day developer of the local Sun City project, having acquired it from Del Webb. It is worth noting that this same tax map number was utilized on a permit that was provided with the first batch of permits reviewed last week.

One (1) tax map number (R100 031 000 017C 0000) appears on four of the permits, with three of the permits reflecting DTG Holdings LLC as the owner, and the fourth showing Pulte Homes as the owner. When the tax map info is plugged into the Property Max program, no records were found. I did do a search under the name DTG Holdings, and similarly, no records were found.

Seven (7) tax map numbers do reflect matches between the owner identified on the permit and that shown on the Property Max data. In one case, the permit shows the tax district as 613 rather than 610, but this is likely due to a typo. The matching permits include:-

Match

	<u>Owner Name</u>
R600 040 00B 0093 0000	Moss Creek Owners Association
R122 029 000 110A 0000	Beaufort Crossings LLC
R610 031 000 0025 0000	Quinn D'Amico Schultz LLC
R112 031 000 0632 0000	Coastal Contractors
R112 031 000 038K 0000	Coastal Contractors
R112 031 000 038S 0000	Coastal Contractors
R300 023 000 0090 0000	LowCountry Habitat for Humanity

2009

Three (3) tax map numbers do show matches between the owner identified on the permit and the owner reflected on the Property Max data -

Do Not Match

	<u>Permit</u>	<u>Assessor</u>
R300 009 000 0050 0000	Mr. Gary Juster	GEJ Oak Island LLC
R700 037 000 039E 0000	Pass, Inc	Isla Del Rio LLC

2008

R610 036 000 3906 0000 Palmetto Pointe Developers No record found under this number -
was difficult to read on the permit. Palmetto Pointe Developers is in system as owning property but not
any property with a tax map ID similar to that on the permit.

2009

I have attached the Property Max printouts for the tax map numbers referenced on the permits.

68081

RECEIVED

	Notice of Intent (NOI) for Stormwater Discharges from Large and Small Construction Activities, NPDES General Permit DHEC-OCRM CHARLESTON OFFICE																				
For official use only: File number: <u>07-06-04076</u> Permit number: SCR10-<u>759</u> Submission package complete: <u>9/28/09</u> Public Notice Start Date (OCRM only): <u>6-2-09</u>	For official use only: SOUTH CAROLINA DEPT OF HEALTH AND ENVIRONMENTAL CONTROL ENVIRONMENTAL QUALITY CONTROL STORMWATER PERMITTING SECTION APPROVED - FOR CONSTRUCTION ONLY DHEC PERMIT - <u>SCR101759</u> FILE # <u>07-06-04-076</u> DATE ISSUED: <u>11/13/09</u> BY: <u>[Signature]</u>																				
Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5. Date: <u>09/09/2009</u> Project/ Site Name: <u>CareCore National Building</u> County: <u>Beaufort</u> Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions) If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No																					
I. Project Information Project Owner/ Operator (Company or person): <u>CareCore Properties, LLC</u> Company EIN: <u>310-1477181-943</u> Phone: <u>800-918-6624</u> Fax: <u>843-818-6630</u> Mailing Address: <u>400 Buckwalter Place Blvd</u> City: <u>Bluffton</u> State: <u>SC</u> Zip: <u>29910</u> Permit Contact (if owner is company): <u>Dawn Tardio</u> Phone: <u>800-918-6624</u> Mailing Address: <u>400 Buckwalter Place Blvd</u> City: <u>Bluffton</u> State: <u>SC</u> Zip: <u>29910</u> Email address (optional): <u>dawn@carecorenational.com</u>																					
II. Property Information A. Site Location (street address, nearest intersection, etc.): <u>400 Buckwalter Place Blvd</u> City/Town (if in limits): <u>Bluffton</u> Latitude: <u>32° 18' 22" N</u> Longitude: <u>-80° 58' 12" W</u> Tax map # (list all): <u>8610 000 000 1848 0000</u> B. Property Owner: <u>CareCore Properties, LLC</u> Phone: <u>843-818-6677</u> Mailing Address: <u>400 Buckwalter Place Blvd</u> City: <u>Bluffton</u> State: <u>SC</u> Zip: <u>29910</u>																					
III. Site Information A. Disturbed area (to the nearest tenth of an acre): <u>2.1</u> acres Total area: <u>1.7</u> acres B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☒ Yes ☐ No LCP/ Overall Development Name: <u>Max Bluff Technology Park</u> Check here if this is the first phase: ☐ Previous state permit/ file number: <u>07-06-04-07</u> Previous NPDES coverage number: <u>SCR10-11719</u> C. Start Date (MM/DD/YYYY): <u>12/01/2009</u> Completion Date: <u>09/01/2010</u> D. Is this site located on Indian Land? ☐ Yes ☒ No If yes, name of reservation: _____ E. Type of Activity (check one): ☒ Commercial ☐ Industrial ☐ Institutional ☐ Residential: Single-family ☐ Multi-use (Commercial & Residential) ☐ Other: ☐ Linear ☐ Residential: Multi-family ☐ Site Preparation (No new impervious) F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No If yes, list the MS4 operator or urbanized area name: _____ I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA). <u>USACE PM 2001-10-122</u>																					
IV. Waterbody Information A. Nearest receiving waterbody(s) (RWB): <u>Tributary to Obata River</u> Distance to nearest RWB (feet): <u>780</u> Classification of nearest RWB: <u>ORW</u> Nearest/Nearest named RWB: <u>Obata River</u>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">B. 1. Waters of the U.S./ State</th> <th style="width: 10%;">On the site?</th> <th style="width: 10%;">Delineated/ Identified?</th> <th style="width: 10%;">Impacts?</th> <th style="width: 30%;">Amount of Impacts</th> </tr> </thead> <tbody> <tr> <td>a. Jurisdictional wetlands</td> <td>☐ Yes ☒ No</td> <td>☐ Yes ☒ No</td> <td>☐ Yes ☒ No</td> <td>Ac</td> </tr> <tr> <td>b. Non-jurisdictional wetlands</td> <td>☐ Yes ☒ No</td> <td>☐ Yes ☒ No</td> <td>☐ Yes ☒ No</td> <td>Ac</td> </tr> <tr> <td>c. Other Water(s) List:</td> <td>☐ Yes ☒ No</td> <td>☐ Yes ☒ No</td> <td>☐ Yes ☒ No</td> <td>____ Ac ____ Feet</td> </tr> </tbody> </table>		B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of Impacts	a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac	b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac	c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	____ Ac ____ Feet
B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of Impacts																	
a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac																	
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac																	
c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	____ Ac ____ Feet																	
2. If yes for impacts in B. 1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact. _____ _____																					

use this

000995



Beaufort County, South Carolina

generated on 8/27/2010 12:14:21 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R610 030 000 1848 0060	13257096		8/20/2010

Current Parcel Information

Owner	TOWN OF BLUFFTON	Property Class Code	ResVac Platted&Unplatted
Owner Address	20 BRIDGE STREET PO BOX 386 BLUFFTON SC 29910	Acreage	3.7200
Legal Description	PARCEL 1B PB120 P78 PB111 P177*SPLIT 4/08 3.08 AC 30/1650-1651PB120 P177 PB123 P133~04/10 1.66 AC 30/1860		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2009	\$268,318		\$268,318	\$229.88	\$229.88
2008	\$161,400		\$161,400	\$229.88	\$229.88
2007	\$110,000		\$110,000	\$177.87	\$177.87

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
UNKNOWN OWNER 13257096		12/31/1776	Or		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value

4-10-09
R. Patterson
1200

BEAUFORT COUNTY SC - R00
BK 02889 PGS 2015-2018
FILE NUM 2009054486
09/17/2009 08:13:29 AM
REC'D BY 8 BING RCPT# 596253
RECORDING FEES 10.00

RECORDED
2009 Nov -05 09:33 AM
Sharon O. Burns
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA) LIMITED WARRANTY DEED
COUNTY OF BEAUFORT) TMS#R610/030/000/1848/0000
(Parent Parcel)

KNOW ALL MEN BY THESE PRESENTS, THAT

TOWN OF BLUFFTON, hereinafter referred to as "Grantor" in the State aforesaid --- for and in --- consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to Grantors in hand paid by

CARECORE PROPERTIES, LLC, 400 BUCKWALTER PLACE
BOULEVARD, BLUFFTON, SOUTH CAROLINA 29910

hereinafter referred to as "Grantee" the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release subject to the easements, restrictions, reservations and conditions set forth in the legal description below unto the said Grantee, its successors and assigns forever, the following described property:

ALL that certain piece, parcel and trace of land situate, lying and being in the Bluffton Tech Park, Town of Bluffton, Beaufort County, South Carolina, containing 1.66 acres, more or less, shown and designated as Parcel 1B-1 on a plat entitled "A 1.66 Acre Parcel Being a Portion of Bluffton Tech Park," said plat being dated June 9, 2009, prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, S.C.R.L.S. #11079, and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 128 at Page 171. For a more detailed description reference should be made to said Plat of record.

THIS conveyance is subject to all applicable covenants, conditions, restrictions and easements of record recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, and any and all amendments thereto.

TMS# R610/030/000/1848/0000 (Parent Parcel)

ADD DMP Record 11/4/2009 03:38:54 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	030	000	1860	0000	00

CERTIFIED TRUE COPY
of the document recorded in the Office of
the Register of Deeds for Beaufort County
SC in 2889 Book # 2889 Pg. # 2015
On 9-17-09
This Document contains 4 pages.
Mary J. Lemie 9-1-10
Beaufort County, SC - Register of Deeds

This being a portion of the same property conveyed to Grantor herein by Deed of Buckwalter Commercial, Inc., and recorded in OR Book 2206 at Page 1928 on August 11, 2005.

The within Deed was prepared without benefit of a title examination in the Law Office of Finger & Fraser, P.A., Post Office Box 24005, Hilton Head Island, South Carolina, 29925, by Jonathan A. Mullen, Esquire.

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 the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee, its successors and assigns forever, subject, however to the rights, conditions and restriction that constitute covenants running with the land.

AND Grantor does hereby covenant that the premises are free and clear from any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to said premises unto the said Grantee and unto Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, under or through Grantor.

WITNESS its Hand and Seal, this 15th day of September in the year of
our Lord two thousand nine.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF BLUFFTON

Kim Chapman
(2) Signature of 1st Witness

(1) By: Anthony W. Barrett
Anthony Barrett, Town Manager

Catherine A. Carpenter
(3) Signature of 2nd Witness/Notary Public

ATTEST: Sandra Linceford

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Town of Bluffton by Anthony Barrett,
as Town Manager, personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official seal this 15th day of September 2009.

(4) Catherine A. Carpenter
Notary Public for SC
My Commission Expires: Feb 29, 2012

F:\Janet\real estate\DEEDS\Bluffton CareCore.wpd

AFFIDAVIT OF TRUE CONSIDERATION and
CLAIM FOR EXEMPTION FROM:
STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina and the Town of Hilton Head Island, South Carolina:

GRANTOR: Town of Bluffton

GRANTEE: CareCore Properties, LLC

GRANTEE MAILING ADDRESS: 400 Buckwalter Place Blvd., Bluffton, SC 29910

CONSIDERATION: \$0.00 no consideration

DATE OF CONVEYANCE: September 15, 2009

TAX/MAP/PARCEL NO.: R610/030/000/1848/0000 (Parent Parcel)

STATE RECORDING FEE EXEMPTION (if applicable): This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40, subparagraph _____.

TRANSFER FEE EXEMPTION (if applicable): This transfer is exempt under Ordinance 90-26 of 4-5-20, subparagraph _____.

Signed: _____
Print Name: Russell P. Patterson

Sworn to and subscribed before me
this 15th Day of September, 2009

Cathleen Bailey
Notary Public for South Carolina
My Commission Expires: 6/5/2016

.....
Register of Deeds Office USE ONLY

State Stamps Collected: \$ _____ Recording Date: _____
Transfer Fees Collected: \$ _____ Book: _____ Page: _____

3
Buck
8541
8543

Prepared By and Return To:
Bird, Cofield & Moise, LLC
15 Clark's Summit Drive
P.O. Box 2474
Bluffton, SC 29910
(843) 815-3900
Fax (843) 815-3901

953

BEAUFORT COUNTY SC - ROD
BK 02317 PGS 0789-0791
FILE NUM 2006011228
02/07/2006 03:28:07 PM
REC'D BY S SMITH RCPT# 366017
RECORDING FEES 10.00
County Tax 2,781.90
State Tax 8,576.40

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT COUNTY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Buckwalter Commercial, Inc., Grantor(s), in the State aforesaid for and in consideration of the sum of TWO MILLION FIVE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS 00/100 (\$2,528,815.00) to it paid by Parcel C1, LLC, the Grantee(s), receipt whereof, is hereby acknowledged, has granted, bargained, sold and released; and by these presents, does grant, bargain, sell and release unto the said Parcel C1, LLC, its successors and assigns, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TMS #: 610-22-578-0

Grantee(s) Address: 318 Good Hope Road
Bluffton, South Carolina 29910

The within Deed was prepared in the office of Bird, Cofield & Moise, LLC, P.O. Box 2474, Bluffton, SC 29910.

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 premises before mentioned unto the said Parcel C1, LLC, its successors and assigns forever.

AND it is do hereby bind itself and the undersigned's heirs, successors and/or assigns, to warrant and forever defend all and singular the said premises unto the said Parcel C1, LLC; its successors and assigns, against the undersigned, the Grantor(s), and its successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

W50-000-00 (K4)

RECORDED
2006 Mar -15 08:23 AM
Sharon Q. Burns
BEAUFORT COUNTY AUDITOR

ADD DMP Record 3/14/2006 05:13:14 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	022	000	0578	0000	00

CERTIFIED TRUE COPY
of the document recorded in the Office of
the Register of Deeds for Beaufort County
SC in OR Book # 2317 Pg. # 789
On 2-7-06
This Document contains 3 pages.
Mary J. Lamar 9-1-10
Beaufort County, SC - Register of Deeds

WITNESS the execution hereof by Grantor(s) this 23rd day of November in the year of our Lord Two Thousand Five and in the Two Hundred Thirtieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

[Signature]
1st Witness
[Signature]
2nd Witness

BUCKWALTER COMMERCIAL, INC.

By: [Signature] (SEAL)
Thomas R. Zinn

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Thomas R. Zinn, the authorized representative of Buckwalter Commercial, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of November, 2005.

Witness [Signature]

SWORN to before me this 23rd day of November, 2005.

[Signature]
Notary Public for South Carolina

My Commission Expires 3-3-2014

(SEAL)

File # 1250-002-00



105101

Notice of Intent (NOI) for Stormwater Discharges from
Large and Small Construction Activities,
NPDES General Permit SCR100000

SW-AN

For official use only

File number: 107-08-0-09

Permit number: SCR10 K134

Submittal package complete: 11/3/08

Public Notice Start Date (OCRM only): 11-1-08

For official use only

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 10/08/2008

Project/ Site Name: Eden's Key Subdivision

County: Beaufort

Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☐ No (See instructions.)

If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☐ No

I. Project Information

Project Owner/ Operator (Company or person): Pass, Inc.

Company EIN: [redacted]

Phone: 910-616-9258

Fax: _____

Mailing Address: P.O. Box 291

City: Southern Pines

State: NC

Zip: 28388

Permit Contact (if owner is company): Bart Edge

Phone: 910-616-9258

Mailing Address: P.O. Box 291

City: Southern Pines

State: NC

Zip: 28388

Email address (optional): bedge@atlanticbluedevelopers.com

II. Property Information

A. Site Location (street address, nearest intersection, etc.): 200 block of Morgan Road

City/ Town (if in limits): Unincorporated

Latitude: 32° 32' 39" N Longitude: -80° 43' 13" W

Tax map # (list all): R700-037-000-039E-0000

B. Property Owner: Pass, Inc.

Phone: 910-616-9258

Mailing Address: P.O. Box 291

City: Southern Pines

State: NC

Zip: 28388

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 17.6 acres Total area: 57.7 acres

B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No

LCP/ Overall Development Name: _____

Check here if this is the first phase. ☐

Previous state permit/ file number: _____

Previous NPDES coverage number: SCR10 ☐ ☐ ☐ ☐

C. Start Date (MM/DD/YYYY): 01/01/2009

Completion Date: 10/01/2008

D. Is this site located on Indian Lands? ☐ Yes ☒ No

If yes, name of reservation: _____

E. Type of Activity (check one):

☐ Institutional

☒ Residential: Single-family

☐ Commercial

☐ Industrial

☐ Linear

☐ Residential: Multi-family

☐ Multi-use (Commercial & Residential)

☐ Other: _____

F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No

G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No

H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No

If yes, list the MS4 operator or urbanized area name: _____

I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA).
USACOE - 404

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): Whales Branch River

Distance to nearest RWB (feet): 800 ✓

Classification of nearest RWB: SFH

Next/Nearest named RWB: Atlantic Ocean

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of impacts
a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No	Ac
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No	Ac
c. Other Water(s) List: Tidal Salt Marsh	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	<u>0.022</u> Ac <u>950</u> Feet

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.
Expansion of existing Land bridge, removal of existing CMP, replacement with aluminum arch - USACOE individual permit.



Beaufort County, South Carolina

generated on 8/23/2010 11:31:21 AM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R700 037 000 039E 0000	03439096		7/16/2010

Current Parcel Information

Owner	ISLA DEL RIO LLC	Property Class Code	AgVac Forest
Owner Address	4064 COLONY DRIVE SUITE 150 CHARLOTTE NC 28211	Acreage	8.1300
Legal Description	SUBJ TO ROLL BACK TAX LIEN PARS B & C F/K/A PARS A-E MORGAN ISLAND CROPLAND PB35 P353 1/08 SPLIT 50.45 AC 37/173 *4/10 ACREAGE CHGD BY PB128 P44		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2009	\$259,216		\$259,216	\$34.42	\$34.42
2008	\$171,500		\$1,740	\$0.00	\$0.00
2007	\$839,600		\$13,930	\$251.08	\$251.08
2006				\$240.49	\$240.49
2005				\$233.98	\$233.98
2004				\$177.91	\$177.91
2003				\$212.54	\$212.54
2002				\$208.03	\$208.03
2001				\$198.45	\$198.45
2000				\$117.57	\$117.57

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
MASALIN PETER W THOLEN STEVEN L	2652 1756	11/16/2007	Fu		\$10
EVANS WALTER O MD TRUSTEE (WALTER	2522 1069	2/13/2007	Fu		\$1,089,000
LEWIN-SC FAMILY LIMITED P/S A NEVAD	1115 2424	12/1/1998	Fu		\$825,000
LEWIN ALBERT READ	836.1135	12/28/1995	Fu		\$1
LEWIN ALBERT READ %	755 1025	1/1/1994	Fu		\$10
LEWIN FOREST ASSOCIATES	678 1698	1/1/1993	Fu		\$10
O M TITLE CO	556 498	6/26/1990	Fu		\$10
MCLEOD W H SR	523 1565	2/1/1989	Fu		\$380,000
MCLEOD W H SR	517 339	11/1/1988	Fu		\$700,000
		12/31/1776	Or		\$0

Building	Type	Use Code Description	Improvements		Rooms	Square Footage	Improvement Size
			Constructed Year	Stories			

Building	Type	Feature Code	Features & Exterior Features		No. / Sq.Ft.	Value
			Description			

4
10 PB
Harper

BEAUFORT COUNTY SC - ROD
BK 02852 PGS 1756-1760
FILE NUM 2007084833
11/20/2007 03:15:53 PM
REC'D BY P BAXLEY RCPT# 519838
RECORDING FEES 10.00

RECORDED
2008 Jan 10 11 04 AM

Sharon Q. Quinn
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Peter W. Masalin and Steven L. Tholen, (hereinafter "Grantors") in the State aforesaid, for and in consideration of the sum of TEN DOLLARS 00/100 (\$10.00) DOLLARS paid to me at and before the sealing of these presents by ISLA DEL RIO, LLC, 1592 SOUTH SHORE DRIVE, ORANGE PARK, FL 32003 (hereinafter "Grantee") the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said ISLA DEL RIO, LLC, its Successors and Assigns, in fee simple, forever, the following described property to wit:

ALL that certain piece, parcel or tract of land, situate, lying and being in Sheldon Township, Beaufort County South Carolina, containing 4.749 acres, more or less shown as Parcel "B", and being a triangular parcel located on the mainland adjacent to the east of the fifty-foot right-of-way included in Parcel "A".

AND ALSO ALL that certain piece, parcel or tract of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, containing 4.778 acres, more or less, shown as Parcel "C", and separated from the northeast shoreline of Parcel "A".

ALSO, a perpetual, nonexclusive easement appurtenant to the property conveyed herein for access, ingress and egress over the fifty foot right-of-way extending from the north boundary line of the fifty foot right-of-way included in Parcel A to the southeast boundary line of the right-of-way of S.C. Highway 301, as shown on the Plat. Said easement is bounded on the north by the south boundary line of the right-of-way of S.C. Highway 301; on the east by property now or formerly owned by McLeod and property now or formerly owner by Harriott; on the south by the north boundary line of the fifty foot right-of-way included in Parcel A; on the west by property now or formerly owned by the Heirs of Cyrus Gilbert and property now or formerly owned by Powell.

R700-037-000-039E-0000

ADD DMP Record 1/9/2008 04:21:13 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R700	037	000	039E	0000	00

CERTIFIED TRUE COPY
of the document recorded in the Office of
the Register of Deeds for Beaufort County
SC in DR Book # 2652 Pg. # 1756
On 11-20-07
This Document contains 4 pages.
Mary J. Lammie 9-1-10
Beaufort County, SC - Register of Deeds

TOGETHER WITH any rights or interests Grantor may have for access, ingress and egress over the Old County Road extending from the east boundary line of the right-of-way of S.C. Highway 301 to the west boundary line of the right-of-way of the fifty foot easement granted herein, as shown on the Plat.

TOGETHER WITH any rights or interests Grantor may have in property adjacent to the above-described property and located below the critical line as flagged by the South Carolina Coastal Council or the mean high water line, including by limited to all saltwater creeks, marshes, hammocks, or other waters of Whale Branch River, as shown on the Plat.

This being the same property conveyed to the within named mortgagor by Deed of Walter O. Evans, M.D., as Trustee for the Walter O. Evans Trust Dated June 7, 1994, dated February 13, 2007 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2522 at Page 1065. This also being the same property conveyed to the within named mortgagor by Deed of Walter O. Evans Trust Dated June 7, 1994, dated February 13, 2007 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2522 at Page 1069.

Tax Number:

This document was prepared by the Law Offices of Frampton L. Harper, II, 704 Prince Street, Beaufort, South Carolina 29902.

TOGETHER, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any way incident or appertaining.

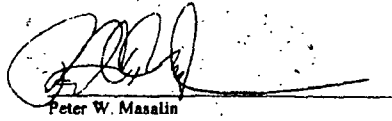
TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said ISLA DEL RIO, LLC, its Successors and Assigns, in fee simple.

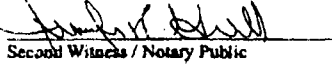
AND, I do hereby bind myself and my Heirs and Assigns, to warrant and forever defend, all and singular, the premises unto the said ISLA DEL RIO, LLC, its Successors and Assigns, as hereinabove provided against me and my Heirs and Assigns, and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS, my hand(s) and seal(s) this 16 day of Nov, 2007.

Signed, Sealed and Delivered in the presence of


First Witness


Peter W. Masalin


Second Witness / Notary Public

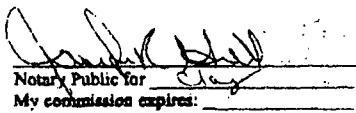
STATE OF FL)
COUNTY OF Clay)

PROBATE

PERSONALLY, appeared before me the undersigned witness who being duly sworn, deposes and says that s/he saw the within named Peter W. Masalin, sign, seal, and as her act and deed, deliver the foregoing deed, and the s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.


First Witness

SWORN to and subscribed before me
this 16 day of Nov, 2007.


Notary Public for Clay
My commission expires: _____



JENNIFER R. GRELL
MY COMMISSION # DD 718823
EXPIRES: October 18, 2011
Revised This Budget History Series

WITNESS, my hand(s) and seal(s) this 16th day of NOVEMBER, 2007.
Signed, Sealed and Deliver in the presence of

Carol L. Tholen
First Witness

Steven L. Tholen
Steven L. Tholen

Kathleen B. [Signature]
Second Witness / Notary Public

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY, appeared before me the undersigned witness who being duly sworn, deposes and says that s/he saw the within named Steven L. Tholen, sign, seal, and as her act and deed, deliver the foregoing deed, and the s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Carol L. Tholen
First Witness

SWORN to and subscribed before me
this 16 day of NOVEMBER, 2007.

Kathleen B. [Signature]
Notary Public for S.C.
My commission expires: 12-18-2014



1007

RECEIVED

Notice of Intent (NOI) for Stormwater Discharges from
Large and Small Construction Activities
NPDES General Permit SCRI00000

For official use only

File number: 07-10-01-05
Permit number: SCR10 M284
Submission package complete:
Public Notice Start Date (OCRM only): 1-22-2010

For official use only

SOUTH CAROLINA
DEPT OF HEALTH AND ENVIRONMENTAL CONTROL
ENVIRONMENTAL QUALITY CONTROL
STORMWATER PERMITTING SECTION
APPROVED FOR CONSTRUCTION ONLY
DHEC PERMIT # SCR10 M284
FILE # 07-10-01-05
DATE ISSUED 03/15/2010
BY

DHEC-OCRM
CHARLESTON OFFICE

Submission of an NOI constitutes notice that the
entity identified in Section I intends to be authorized
under SCRI00000. Instructions on page 3.

Date: 01/08/2010

Project/ Site Name: Parker's Convenience Store - Bluffton Site County: Beaufort
Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions)
If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information

Project Owner/ Operator (Company or person): Gregory M. Parker, Inc.
Company Site: Phone: 912-231-1001 Fax: 912-231-0030
Mailing Address: 222 Drayton Street City: Savannah State: GA Zip: 31401
Permit Contact (if owner is company): Greg Parker Phone: 912-231-1001
Mailing Address: 222 Drayton Street City: Savannah State: GA Zip: 31401
Email address (optional):

II. Property Information

A. Site Location (street address, nearest intersection, etc.): Lake Pointe Dr. and Buckwater Parkway
City/ Town (if in limits): Bluffton Latitude: 32° 16' 55" N Longitude: -80° 54' 38" W
Tax map # (list all): R610-022-000-0578-0000
B. Property Owner: Gregory M. Parker, Inc. Phone: 912-231-1001
Mailing Address: 222 Drayton Street City: Savannah State: GA Zip: 31401

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 2.2 acres Total area: 2.2 acres
B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No
LCP/ Overall Development Name: Check here if this is the first phase. ☐
Previous state permit/ file number: Previous NPDES coverage number: SCR10 ☐ ☐ ☐
C. Start Date (MM/DD/YYYY): 03/01/2010 Completion Date: 09/01/2010
D. Is this site located on Indian Lands? ☐ Yes ☒ No If yes, name of reservation:
E. Type of Activity (check one): ☐ Institutional ☐ Residential: Single-family ☐ Commercial ☐ Multi-use (Commercial & Residential) ☐ Industrial
☐ Linear ☐ Residential: Multi-family ☐ Site Preparation (No new impervious) ☐ Other:
F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No
G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No
H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No
If yes, list the MS4 operator or urbanized area name:
I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA).

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): Rose City Creek Distance to nearest RWB (feet): 9,700
Classification of nearest RWB: ORW Next/Nearest named RWB: May River

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of impacts
a. Jurisdictional wetlands	☐ Yes ☒ No	☒ Yes ☐ No	☐ Yes ☒ No	Ac
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☒ Yes ☐ No	☐ Yes ☒ No	Ac
c. Other Water(s) List:	☐ Yes ☒ No	☒ Yes ☐ No	☐ Yes ☒ No	Ac Feet

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

001010



Beaufort County, South Carolina

generated on 8/27/2010 12:18:20 PM EDT

Property ID (PIN) Alternate ID (AIN) Parcel Address Data refreshed as of
 R610 022 000 0578 0000 09745975 8/20/2010

Current Parcel Information

Owner: PARCEL C1 LLC Property Class Code: AgVac Forest
 Owner Address: 318 GOOD HOPE ROAD Acreage: 36.9200
 BLUFFTON SC 29910
 Legal Description: PAR C1 F/K/A PAR C-1-A PH I THE RRZ TRACT FKA PORT OF BUCKWALTER TRACT PB76 P12 SUBJ TO ROLL BACK TAX LIEN TOT AC INCL 22.650 AC WETLAND 7/01 40.00 AC DEDUCTED FROM SPLIT 4/02 8.82 AC 29/138 SPLIT 2/03 8.49 AC 30/513 SPLIT 1/04 10.09 AC 30/712 SPLIT 10/04 2.90 AC 22/1068 8/06 10.59 AC ADDED TO 30/1704 SPLIT 8/06 21.52 AC 22/1072 SPLIT 8/06 11.15 AC 22/1073- 1075 SPLIT 10/07 2.03 AC 22/1076

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2009	\$1,450,108		\$1,450,108	\$201.48	\$201.48
2008	\$369,200		\$369,200	\$207.27	\$207.27
2008	\$369,200		\$369,200	\$0.00	\$0.00
2007	\$389,500		\$5,050	\$0.00	\$0.00
2007	\$389,500		\$5,050	\$131.03	\$131.03
2006				\$5,980.37	\$5,980.37
2005				\$8,169.93	\$8,169.93
2004				\$9,073.76	\$9,073.76
2003				\$4,424.70	\$4,424.70
2002				\$271.92	\$271.92
2001				\$6,499.72	\$6,499.72

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
BUCKWALTER COMMERCIAL INC	2317 789	11/23/2005	Fu		\$2,528,815
WINDING RIVER BTS 1 LC % JOHN P RE	1715 1123	2/18/2003	10		\$4,649,165
WINDING RIVER BTS 1 LC % JOHN P REE	1374 189	9/26/2000	Fu		\$1,066,874
SP FORESTS L L C	1337 1161	9/26/2000	Fu		\$1,066,875
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
Building	Type	Feature Code	Description	No. / Sq.Ft.	Value		

503
Bird
8545
8143

Prepared By and Return To:
Bird, Cofield & Moise, LLC
15 Clark's Summit Drive
P.O. Box 2474
Bluffton, SC 29910
(843) 815-3900
Fax (843) 815-3901

53

BEAUFORT COUNTY SC - ROD
BK 02317 PGS 0789-0791
FILE NUM 2006011228
02/07/2006 03:28:07 PM
REC'D BY S SMITH RCPT# 386017
RECORDING FEES 10.00
County Tax 2,781.90
State Tax 8,575.40

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT COUNTY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Buckwalter Commercial, Inc., Grantor(s), in the State aforesaid for and in consideration of the sum of TWO MILLION FIVE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS 00/100 (\$2,528,815.00) to it paid by Parcel C1, LLC, the Grantee(s), receipt whereof is hereby acknowledged, has granted, bargained, sold and released; and by these presents, does grant, bargain, sell and release unto the said Parcel C1, LLC, its successors and assigns, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TMS #: 610-22-578-0

Grantee(s) Address: 318 Good Hope Road
Bluffton, South Carolina 29910

The within Deed was prepared in the office of Bird, Cofield & Moise, LLC, P.O. Box 2474, Bluffton, SC 29910.

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 premises before mentioned unto the said Parcel C1, LLC, its successors and assigns forever.

AND it is do hereby bind itself and the undersigned's heirs, successors and/or assigns, to warrant and forever defend all and singular the said premises unto the said Parcel C1, LLC, its successors and assigns, against the undersigned, the Grantor(s), and its successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

250,000.00 (KM)

RECORDED
2006 Mar -15 09:23 AM
Sharon Q. Burns
BEAUFORT COUNTY AUDITOR

ADD DMP Record 3/14/2006 05:13:14 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	022	000	0578	0000	00

CERTIFIED TRUE COPY
of the document recorded in the Office of
the Register of Deeds for Beaufort County
SC in 22 Book # 2317 Pg. # 789
On 2-7-06
This Document contains 3 pages.
Mary J. Lammie 9-1-10
Beaufort County, SC - Register of Deeds

WITNESS the execution hereof by Grantor(s) this 23rd day of November in the year
of our Lord Two Thousand Five and in the Two Hundred Thirtieth year of the Sovereignty and
Independence of the United States of America:

Signed, Sealed and Delivered
in the Presence of

[Signature]
1st Witness
[Signature]
2nd Witness

BUCKWALTER COMMERCIAL, INC.

By: [Signature] (SEAL)
Thomas R. Zinn

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Thomas R. Zinn, the authorized
representative of Buckwalter Commercial, Inc. personally appeared before me this day and acknowledged
the due execution of the foregoing instrument.

Witness my hand and official seal this 27 day of November, 2005.

[Signature]
Witness

SWORN to before me this 27 day of
November, 2005.

[Signature]
Notary Public for South Carolina

My Commission Expires 3-3-2014

(SEAL)

File # 1250-002-00

Exhibit "A"

ALL that certain piece, parcel, and tract of land, situate, lying and being within Town of Bluffton, Beaufort County, South Carolina, said parcels being 38.945 acres, consisting of 16.295 acres of uplands and 22.650 acres of wetlands, said parcels being designated as Parcel C1, and being more specifically shown and described on a survey thereof entitled "Parcel C1, A Portion of Buckwalter Commercial, Inc. Property," prepared for Buckwalter Commercial, Inc., said Survey dated July 1, 2005, revised August 1, 2005, August 22, 2005, and November 9, 2005, and prepared by Thomas & Hutton Engineering Co., Boyce L. Young SCRLS #11079 with said Survey recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 109 at Page 184.

Said property is a portion of the property conveyed to Buckwalter Commercial, Inc. by deed of BHR Acquisition Co., LLC, said deed dated February 18, 2003 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1715 at Page 1123.

BWC Legal C1(11-17-05).doc



105101

Notice of Intent (NOI) for Stormwater Discharges from
Large and Small Construction Activities,
NPDES General Permit SCR100000

For official use only

File number: 17-08-10-09

Permit number: SCR10 K134

Submittal package complete: 11/3/08

Public Notice Start Date (OCRM only): 11-1-08

For official use only

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 10/08/2008

Project/ Site Name: Eden's Key Subdivision

County: Beaufort

Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions.)

If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information

Project Owner/ Operator (Company or person): Pass, Inc.

Company EIN: [redacted]

Phone: 910-616-9258

Fax: [redacted]

Mailing Address: P.O. Box 291

City: Southern Pines

State: NC

Zip: 28388

Permit Contact (If owner is company): Bart Edge

Phone: 910-616-9258

Mailing Address: P.O. Box 291

City: Southern Pines

State: NC

Zip: 28388

Email address (optional): bedge@atlanticbluedevelopers.com

II. Property Information

A. Site Location (street address, nearest intersection, etc.): 200 block of Morgan Road

City/ Town (if in limits): Unincorporated

Latitude: 32° 32' 39" N Longitude: -80° 43' 13" W

Tax map # (list all): R700-037-000-039E-0000

B. Property Owner: Pass, Inc.

Phone: 910-616-9258

Mailing Address: P.O. Box 291

City: Southern Pines

State: NC

Zip: 28388

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 17.6 acres Total area: 57.7 acres

B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No

LCP/ Overall Development Name: [redacted]

Check here if this is the first phase. ☐

Previous state permit/ file number: [redacted]

Previous NPDES coverage number: SCR10 [redacted]

C. Start Date (MM/DD/YYYY): 01/01/2008

Completion Date: 10/01/2008

D. Is this site located on Indian Lands? ☐ Yes ☒ No

If yes, name of reservation: [redacted]

E. Type of Activity (check one):

☐ Institutional

☒ Residential: Single-family

☐ Commercial

☐ Multi-use (Commercial & Residential)

☐ Industrial

☐ Linear

☐ Residential: Multi-family

☐ Site Preparation (No new impervious)

☐ Other: [redacted]

F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No

G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No

H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No

If yes, list the MS4 operator or urbanized area name: [redacted]

I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA).

USACOE - 404

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): Whales Branch River

Distance to nearest RWB (feet): 800 ✓

Classification of nearest RWB: BFH

Next/Nearest named RWB: Atlantic Ocean

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of impacts
a. Jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	<u>Ac</u>
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	<u>Ac</u>
c. Other Water(s) List: Tidal Salt Marsh	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	<u>0.022 Ac 950 Feet</u>

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

Expansion of existing Land bridge, removal of existing CMP, replacement with aluminum arch - USACOE individual permit.



Beaufort County, South Carolina

generated on 8/23/2010 11:31:21 AM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R700 037 000 039E 0000	03439096		7/16/2010

Current Parcel Information

Owner	ISLA DEL RIO LLC	Property Class Code	AgVac Forest
Owner Address	4064 COLONY DRIVE SUITE 150 CHARLOTTE NC 28211	Acreage	8.1300
Legal Description	SUBJ TO ROLL BACK TAX LIEN PARS B & C F/K/A PARS A-E MORGAN ISLAND CROPLAND PB35 P353 1/08 SPLIT 50.45 AC 37/173 *4/10 ACREAGE CHGD BY PB128 P44		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2009	\$259,216		\$259,216	\$34.42	\$34.42
2008	\$171,500		\$1,740	\$0.00	\$0.00
2007	\$839,600		\$13,930	\$251.08	\$251.08
2006				\$240.49	\$240.49
2005				\$233.98	\$233.98
2004				\$177.91	\$177.91
2003				\$212.54	\$212.54
2002				\$208.03	\$208.03
2001				\$198.45	\$198.45
2000				\$117.57	\$117.57

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
MASALIN PETER W THOLEN STEVEN L	2652 1756	11/16/2007	Fu		\$10
EVANS WALTER O MD TRUSTEE (WALTER	2522 1069	2/13/2007	Fu		\$1,089,000
LEWIN-SC FAMILY LIMITED P/S A NEVAD	1115 2424	12/1/1998	Fu		\$825,000
LEWIN ALBERT READ	836 1135	12/28/1995	Fu		\$1
LEWIN ALBERT READ %	755 1025	1/1/1994	Fu		\$10
LEWIN FOREST ASSOCIATES	678 1698	1/1/1993	Fu		\$10
O M TITLE CO	556 498	6/26/1990	Fu		\$10
MCLEOD W H SR	523 1565	2/1/1989	Fu		\$380,000
MCLEOD W H SR	517 339	11/1/1988	Fu		\$700,000
		12/31/1776	Or		\$0

Building	Type	Use Code Description	Improvements			Square Footage	Improvement Size
			Constructed Year	Stories	Rooms		

Building	Type	Feature Code	Features & Exterior Features		No. / Sq.Ft.	Value
			Description			

4
1008
Harper

BEAUFORT COUNTY SC - ROD
BK 02652 PGS 1756-1759
FILE NUM 2007084833
11/20/2007 03:18:53 PM
RECTD BY P BAXLEY RCPT# 519838
RECORDING FEES 10.00

RECORDED
2006 Jan -10 11:04 AM
Sharon Q. Lamm
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Peter W. Masalin and Steven L. Tholen, (hereinafter "Grantors") in the State aforesaid, for and in consideration of the sum of TEN DOLLARS 00/100 (\$10.00) DOLLARS paid to me at and before the sealing of these presents by ISLA DEL RIO, LLC, 1592 SOUTH SHORE DRIVE, ORANGE PARK, FL 32063 (hereinafter "Grantee") the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said ISLA DEL RIO, LLC, its Successors and Assigns, in fee simple, forever, the following described property to wit:

ALL that certain piece, parcel or tract of land, situate, lying and being in Sheldon Township, Beaufort County South Carolina, containing 4.749 acres, more or less shown as Parcel "B", and being a triangular parcel located on the mainland adjacent to the east of the fifty-foot right-of-way included in Parcel "A".

AND ALSO ALL that certain piece, parcel or tract of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, containing 4.778 acres, more or less, shown as Parcel "C", and separated from the northeast shoreline of Parcel "A".

ALSO, a perpetual, nonexclusive easement appurtenant to the property conveyed herein for access, ingress and egress over the fifty foot right-of-way extending from the north boundary line of the fifty foot right-of-way included in Parcel A to the southeast boundary line of the right-of-way of S.C. Highway 301, as shown on the Plat. Said easement is bounded on the north by the south boundary line of the right-of-way of S.C. Highway 301; on the east by property now or formerly owned by McLeod and property now or formerly owner by Harriott; on the south by the north boundary line of the fifty foot right-of-way included in Parcel A; on the west by property now or formerly owned by the Heirs of Cyrus Gilbert and property now or formerly owned by Powell.

R700-037-000-039E-0000

ADD DMP Record 1/9/2008 04:21:13 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R700	037	000	039E	0000	00

CERTIFIED TRUE COPY
of the document recorded in the Office of
the Register of Deeds for Beaufort County
SC in 2652 Book # 2652 Pg. # 1756
On 11-20-07

This Document contains 4 pages.
Mary J. Lamm 9-1-10
Beaufort County, SC - Register of Deeds

TOGETHER WITH any rights or interests Grantor may have for access, ingress and egress over the Old County Road extending from the east boundary line of the right-of-way of S.C. Highway 301 to the west boundary line of the right-of-way of the fifty foot easement granted herein, as shown on the Plat.

TOGETHER WITH any rights or interests Grantor may have in property adjacent to the above-described property and located below the critical line as flagged by the South Carolina Coastal Council or the mean high water line, including by limited to all saltwater creeks, marshes, hammocks, or other waters of Whale Branch River, as shown on the Plat.

This being the same property conveyed to the within named mortgagor by Deed of Walter O. Evans, M.D., as Trustee for the Walter O. Evans Trust Dated June 7, 1994, dated February 13, 2007 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2522 at Page 1065. This also being the same property conveyed to the within named mortgagor by Deed of Walter O. Evans Trust Dated June 7, 1994, dated February 13, 2007 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2522 at Page 1069.

Tax Number:

This document was prepared by the Law Offices of Frampton L. Harper, II, 704 Prince Street, Beaufort, South Carolina 29902.

TOGETHER, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said ISLA DEL RIO, LLC, its Successors and Assigns, in fee simple.

AND, I do hereby bind myself and my Heirs and Assigns, to warrant and forever defend, all and singular, the premises unto the said ISLA DEL RIO, LLC, its Successors and Assigns, as hereinabove provided against me and my Heirs and Assigns, and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS, my hand(s) and seal(s) this 16 day of Nov, 2007.

Signed, Sealed and Delivered in the presence of

[Signature]
First Witness

[Signature]
Peter W. Masalin

[Signature]
Second Witness / Notary Public

STATE OF FL)
COUNTY OF Clay)

PROBATE

PERSONALLY, appeared before me the undersigned witness who being duly sworn, deposes and says that s/he saw the within named Peter W. Masalin, sign, seal, and as her act and deed, deliver the foregoing deed, and the s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

[Signature]
First Witness

SWORN to and subscribed before me
this 16 day of Nov, 2007.

[Signature]
Notary Public for Clay
My commission expires: _____



JENNIFER R. GRELL
MY COMMISSION # DO 713823
EXPIRES: October 16, 2011
Bonded The Budget Notary Service

WITNESS, my hand(s) and seal(s) this 16th day of November, 2007.
Signed, Sealed and Deliver in the presence of

Carol L. Tholen
First Witness

Steven L. Tholen
Steven L. Tholen

Kathleen B. Bunn
Second Witness / Notary Public

STATE OF South Carolina
COUNTY OF Charleston

PROBATE

PERSONALLY, appeared before me the undersigned witness who being duly sworn, deposes and says that s/he saw the within named Steven L. Tholen, sign, seal, and as her act and deed, deliver the foregoing deed, and the s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Carol L. Tholen
First Witness

SWORN and subscribed before me
this 16th day of November, 2007.

Kathleen B. Bunn
Notary Public

My commission expires: 12/18/2014



64 D27
Notice of Intent (NOI) for Stormwater Discharges from
Large and Small Construction Activities,
NPDES General Permit SCR100000

RECEIVED

DEC 5 2008

DHEC-OCRM
CHARLESTON OFFICE

For official use only

File number: 07-08-07-04

Permit number: SCR10 J493

Submittal package complete: 12/8/08

Public Notice Start Date (OCRM only): 12-12-08

For official use only

S.C. Department of Health & Environmental Control
Office of Ocean & Coastal Resource Management
APPROVED FOR CONSTRUCTION ONLY

Approved by: [Signature]

Certification Issued Date: 3/31/2010

NPDES Issued Date: 3/31/2010

NPDES Coverage #: SCR100000

Infrastructure

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 05/22/2008

Project/ Site Name: Oak Island

County: Beaufort

Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See Instructions.)

If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information

Project Owner/ Operator (Company or person): Mr. Gary Juster

Company EIN: 26-2681459

Phone: 914-524-7700

Fax: 914-524-0322

Mailing Address: 303 South Broadway

City: Tarboro

State: NC

Zip: 27861

Permit Contact (if owner is company):

Phone:

Mailing Address: Same

City:

State:

Zip:

Email address (optional): gaj@justerdevelopment.com

II. Property Information

A. Site Location (street address, nearest intersection, etc.): Oak Island, Adjacent to Datar Island

City/ Town (if in limits): Beaufort County

Latitude: 32° 25' 30" N Longitude: -80° 35' 46" W

Tax map # (list all): R300 000 000 0050 0000

B. Property Owner: Same as above

Phone:

Mailing Address:

City:

State:

Zip:

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 3.8 acres Total area: 31.7 acres

B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No

LCP/ Overall Development Name:

Check here if this is the first phase. ☐

Previous state permit/ file number:

Previous NPDES coverage number: SCR10 ☐ ☐ ☐ ☐

C. Start Date (MM/DD/YYYY): 08/01/2008

Completion Date: 01/01/2009

D. Is this site located on Indian Lands? ☐ Yes ☒ No

If yes, name of reservation:

E. Type of Activity (check one):

☐ Commercial

☐ Industrial

☐ Institutional

☒ Residential: Single-family

☐ Multi-use (Commercial & Residential)

☐ Other:

☐ Linear

☐ Residential: Multi-family

☐ Site Preparation (No new impervious)

F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No

G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No

H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No

If yes, list the MS4 operator or urbanized area name:

I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA).

N/A

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): Jenkins Creek

Distance to nearest RWB (feet): 800

Classification of nearest RWB: SFH

Next/Nearest named RWB: Moran River

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of Impacts
a. Jurisdictional wetlands	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	Ac
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac
c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac Feet

2. If yes for Impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.



Beaufort County, South Carolina

generated on 8/23/2010 11:59:03 AM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R300 009 000 0050 0000	00277328		7/16/2010

Current Parcel Information

Owner	GEJ OAK ISLAND LLC	Property Class Code	ResImp SingleFamily
Owner Address	303 SOUTH BROADWAY SUITE 450 TARRYTOWN NY 10591-5410	Acreage	32.8000
Legal Description	DATAW ISLAND ACREAGE ADJUSTED BY PLATS OF RECORD PB30 PGS 50 54 T ACCT 1984 ROLL BACK TAX SPLIT 3/85 4.5 AC 10B/1 SPLIT 3/85 147.93 AC SEC A PHASES IV & I SPLIT 8/85 6.0 AC CHICORA PT SPLIT 3/86 2.47 AC 5A/131-134 SPLIT 5/86 15.65 AC PEE DE E POINT SPLIT 1/87 152.77 AC 10B/ 130 COTTON DIKE GOLF COURSE SPLIT 3/87 43.47 A C PH 2 5A/139-269 SPLIT 3/87 13.01 AC DOE PT SPLIT 5/88 13.83 AC 5A/334-370 SPLIT 5/88 13.73 AC 5A/270-333 10B/148-151 SPLIT 5/88 6.46 AC 10B/152-183 SPLIT 6/89 21.936 AC PH		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2009	\$4,493,600	\$157,090	\$4,650,690	\$17,542.28	\$17,542.28
2008	\$1,148,000	\$170,700	\$1,318,700	\$17,162.82	\$17,162.82
2007	\$1,148,000	\$170,700	\$1,318,700	\$16,408.39	\$16,408.39
2006	\$1,148,000	\$170,700	\$1,318,700	\$14,953.56	\$17,271.60
2005	\$1,148,000	\$143,650	\$1,291,650	\$13,741.54	\$13,741.54
2004				\$13,345.62	\$13,345.62
2003				\$9,646.10	\$9,646.10
2002				\$9,243.34	\$9,243.34
2001				\$8,503.54	\$8,503.54
2000				\$8,454.06	\$8,454.06

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
OAK ISLAND ESTATES LLC	2397 303	6/23/2006	Fu		\$4,500,000
ALCOA SOUTH CAROLINA INC	1120 1659	12/21/1998	Fu		\$1,200,000
ROWLAND LAWRENCE S &	361 1559	1/1/1983	Fu		\$5,720,000
ALCOA SOUTH CAROLINA INC	361 1564	1/1/1983	QC		\$0
ROWLAND LAWRENCE S &	216 1415	1/1/1980	Fu		\$0
		12/31/1776	Or		\$0

Building	Type	Use Code Description	Improvements				Improvement Size
			Constructed Year	Stories	Rooms	Square Footage	
R01	COMPIER	Waterfront Pier - Commercial	1991	0	0		4,440
R01	COMPIER	Waterfront Pier - Commercial	1991	0	0		360
R01	BOATD	Waterfront Boat Dock	2005	0	0		300
R01	PIER	Waterfront Pier	2005	0	0		575
R01	PIER	Waterfront Pier	2005	0	0		273
R01	BOATD	Waterfront Boat Dock	1991	0	0		800

Building	Type	Feature Code	Features & Exterior Features		Value
			Description	No. / Sq.Ft.	

4 PB
10
Jedder
3210
33815

RECORDED
2006 Jul -20 03:16 PM
Sharon G. Barnes
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 02397 PGS 0303-0306
FILE NUM 2006060624
08/28/2006 04:30:35 PM
REC'D BY P BAXLEY RCPT# 427387
RECORDING FEES 10.00
County Tax 4,950.00
State Tax 11,700.00

This deed was prepared in the Law Office of David L. Tedder, P.A.,
P. O. Box 1282, Beaufort, South Carolina 29901

R300 009 000 0050 0000

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT **OAK ISLAND ESTATES, LLC**, in
the State aforesaid, for and in consideration of the sum of **FOUR MILLION FIVE
HUNDRED THOUSAND AND NO/100 (\$4,500,000.00) DOLLARS**, to it in hand
paid at and before the sealing of these presents by **GEJ OAK ISLAND, LLC**
(hereinafter "Grantee"), whose address is **303 South Broadway, Suite 450,
Tarrytown, New York 10591-5410**, the receipt whereof is hereby acknowledged,
have granted, bargained, sold and released, and by these presents do grant, bargain,
sell and release unto the said Grantee, its Successors and Assigns forever, the
following described property, to-wit:

SEE ATTACHED FOR LEGAL DESCRIPTION.

ADD DMP Record 7/27/2006 05:52:06 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R300 009 000 0050 0000 00

CERTIFIED TRUE COPY
of the document recorded in the Office of
the Register of Deeds for Beaufort County
SC in OR Book # 2397 Pg. # 303
On 6-26-06
This Document contains 4 pages.
Mary F. Lammie 9-1-10
Beaufort County, SC - Register of Deeds

Book2397/Page303

001025

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 Grantee, its Successors and Assigns, forever, and it does hereby bind itself and its Successors and Assigns, to warrant and forever defend all and singular the said Premises unto the said Grantee, as hereinabove provided against itself and its Successors and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

LEGAL DESCRIPTION

ALL those certain pieces, parcels or tracts of land, situate, lying and being on Dataw Island, Beaufort County, South Carolina, generally known as "Oak Island," being shown and described as 33.02 acres, more or less, and 0.38 acres, more or less, on a plat recorded in Plat Book 30 at Page 54 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat of record.

TOGETHER with the Grantor's right to use the bridge between Dataw Island and Oak Island as access to Oak Island, and to utilize the bridge as designed to carry utility, water and sewer lines between Dataw Island and Oak Island and all of Grantor's other rights as set forth in that Instrument recorded in Book 2059 at Page 300 in the Office of the Register of Deeds for Beaufort County, South Carolina, SUBJECT TO such obligations and restrictions as are contained in said document.

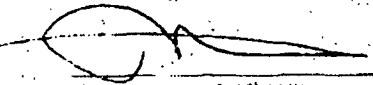
This property is conveyed subject to all applicable restrictions, easements and rights-of-way of record.

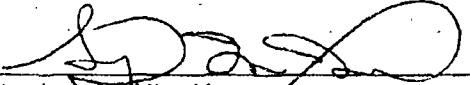
This is the same property conveyed to Oak Island Estates, LLC by deed of Alcoa South Carolina, Inc. recorded in Book 1120 at Page 1659 in the Office of the Register of Deeds for Beaufort County, South Carolina.

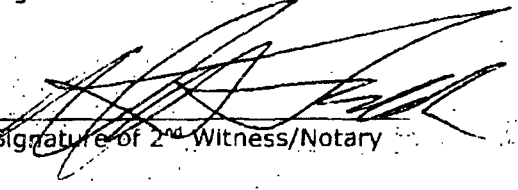
IN WITNESS WHEREOF, Stephen M. Mix, as Manager of Oak Island Estates, LLC,
has hereunto set his Hand and Seal, this 23rd day of June, 2006.

WITNESSES:

OAK ISLAND ESTATES, LLC


Signature of 1st Witness

By: 
Stephen M. Mix, Manager


Signature of 2nd Witness/Notary

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

I, the undersigned Notary, do hereby certify that Stephen M. Mix, as Manager
of Oak Island Estates, LLC, personally appeared before me this day and acknowledged
the due execution of the foregoing instrument.

Witness my Hand and official seal, this 23rd day of June,
2006.


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9-19-12

(SEAL)

68423

RECEIVED



9/11/09

Notice of Intent (NOI) for Stormwater Discharges from Large and Small Construction Activities, NPDES General Permit SCR100000

NOV 23 2008

DHEC-OCRM
CHARLESTON OFFICE

For official use only

File number: 27-05-08A

Permit number: SCR100000

Submission package complete: 11/20/09

Public Notice Start Date (OCRM only): 2409

For official use only

Health & Environmental Control
Coastal Resource Management
MOVED FOR CONSTRUCTION ONLY
Approved by: [Signature]
Certification Issued Date: 12/21/09
NPDES Issued Date: 12/21/09
NPDES Coverage: SCR100000

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 11/22/2009

Project/ Site Name: Palmetto Pointe Phase I

County: Beaufort

Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See Instructions.)

If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☒ No

I. Project Information

Project Owner/ Operator (Company or person): Palmetto Pointe Developers, LLC
Company EIN: [Redacted] Phone: 912 354 1495 Fax: 912 354 5322
Mailing Address: 2152 Wharfway Avenue City: Savannah State: GA Zip: 31404
Permit Contact (if owner is company): Leigh Martin Phone: 912 663 6508
Mailing Address: [Redacted] City: [Redacted] State: [Redacted] Zip: [Redacted]
Email address (optional): lmartin@lanhamark24.com

II. Property Information

A. Site Location (street address, nearest intersection, etc.): HWY 170 & Highlands Crossing Drive
City/ Town (if in limits): Bluffton Latitude: 32° 15' 04" N Longitude: -80° 38' 15" W
Tax map # (list all): Distric 110 Map 30 Parcel 3922
B. Property Owner: See above Phone: [Redacted]
Mailing Address: [Redacted] City: [Redacted] State: [Redacted] Zip: [Redacted]

III. Site Information

- A. Disturbed area (to the nearest tenth of an acre): 40 acres Total area: 40 acres
- B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☒ Yes ☐ No
LCP/ Overall Development Name: Palmetto Pointe Check here if this is the first phase. ☒
Previous state permit/ file number: [Redacted] Previous NPDES coverage number: SCR100000
Completion Date: 2011 (houses)
- C. Start Date (MM/DD/YYYY): 12/05
- D. Is this site located on Indian Lands? ☐ Yes ☒ No If yes, name of reservation: [Redacted]
- E. Type of Activity (check one):
☐ Institutional ☒ Residential: Single-family ☐ Commercial ☐ Industrial
☐ Linear ☐ Residential: Multi-family ☐ Multi-use (Commercial & Residential) ☐ Other:
☐ Site Preparation (No new impervious)
- F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No
- G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No
- H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No
If yes, list the MS4 operator or urbanized area name: [Redacted]
- I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA): [Redacted]

IV. Waterbody Information

A. Nearest receiving waterbody(s) (RWB): NEW RIVER Distance to nearest RWB (feet): [Redacted]
Classification of nearest RWB: SA Next/Nearest named RWB: Man River

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of Impacts
a. Jurisdictional wetlands	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	Ac
b. Non-jurisdictional wetlands	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	Ac
c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Ac Feet

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

001029



Beaufort County, South Carolina

generated on 8/31/2010 5:41:17 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R610 036 000 0386 0000	09688830	3521 OKATIE HWY, Town of Bluffton	8/20/2010

Current Parcel Information

Owner	DUMLER PROPERTIES LLC	Property Class Code	CommVac
Owner Address	PO BOX 3798 XXX BLUFFTON SC 29910	Acreage	24.0500

Legal Description PARCEL A CHURCH PT PB75 P93 SUBJ TO ROLL BACK TAX LIEN *SPLIT 5/01 37.89 AC 36/387
 *SPLIT 1/03 25.00 AC 36/391 *SEE NOTEM FOR ETAL OWNERS SPLIT 11/05 102.94 AC
 36/454 ESMT IN PB107 P163 SPLIT 4/07 10.42AC 36/593-594 SPLIT 4/07 6.78 AC 36/598
 BLANKET ESMT DB2520 P1679 SPLIT 10/08 1.91 AC 36/979

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2009	\$561,000		\$561,000	\$9,722.02	\$0.00
2008	\$415,400		\$561,000	\$9,362.65	\$9,362.65
2007				\$132.40	\$277.26
2007				\$0.00	\$0.00
2007				\$0.00	\$0.00
2007				\$0.00	\$0.00
2007				\$0.00	\$0.00
2007				\$0.00	\$0.00
2007				\$0.00	\$0.00
2006				\$0.00	\$0.00
2006				\$0.00	\$0.00
2006				\$0.00	\$0.00
2006				\$0.00	\$0.00
2006				\$0.00	\$0.00
2006				\$0.00	\$0.00
2006				\$163.60	\$163.60
2006				\$0.00	\$0.00
2005				\$0.00	\$0.00
2005				\$0.00	\$0.00

MCNAIR
ATTORNEYS

Mary D. Shahid

mshahid@mcnair.net
T (843) 723-7831
F (843) 722-3227

August 30, 2010

VIA E-MAIL AND U.S. MAIL
skellahan@scalco.net

Hon. Carolyn C. Matthews
Judge of the Administrative Law Court
Administrative Law Court
1205 Pendleton Street, Suite 224
Columbia, SC 29201

Re: *DTG Holdings, LLC and Jasper Station Associations, LLC vs.*
South Carolina Department of Health & Environmental Control
Docket No. 10-ALJ-07-0217-CC

Dear Judge Matthews:

Please find enclosed the original and one copy of Petitioners' Deposition Designations in regard to the above referenced matter.

With kind regards, I am

Sincerely,

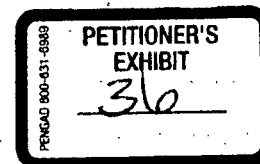
McNAIR LAW FIRM, P.A.

Mary D. Shahid

Mary D. Shahid

MDS:rgm
Enclosure

cc: Davis Whitfield-Cargile, Esq. (via e-mail and U.S. Mail)
DTG Holdings, LLC
Jasper Station Associates, LLC



McNair Law Firm, P. A.
100 Calhoun Street, Suite 400
Charleston, SC 29401

Mailing Address
Post Office Box 1431
Charleston, SC 29402

mcnair.net

EXHIBIT "A"

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being shown and designated as **Parcel A containing 25.69 acres, more or less**, on that certain plat entitled "A Plat of Parcels A, B, C, and D, Being a Portion of Church Point, Town of Bluffton, Beaufort County, South Carolina," dated March 9, 2006, last revised April 4, 2006, prepared by Thomas & Hutton Engineering Co., certified to by Boyce L. Young, SCRLS No. 11079, and recorded in the Beaufort County Records in Plat Book 114 at Page 126. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plat.

AND ALSO: ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, being shown and designated as **Parcel D containing 6.78 acres, more or less** on that certain plat entitled "A Plat of Parcels A, B, C, and D, Being a Portion of Church Point, Town of Bluffton, Beaufort County, South Carolina," dated March 9, 2006, last revised April 4, 2006, prepared by Thomas & Hutton Engineering Co., certified to by Boyce L. Young, SCRLS No. 11079, and recorded in the Beaufort County Records in Plat Book 114 at Page 126. For a more detailed description as to the metes and bounds, courses and distances, reference is had to the aforementioned recorded plat.

AND ALSO, all rights to that certain Easement from Mid-Point Investors, Inc. in favor of One Church, LLC recorded in Book 2407 at Page 360, Beaufort County Records.

AND ALSO, all rights to that certain Easement from New River Farms, L.P., et al in favor of One Church, LLC recorded in Book 2407 at Page 364, Beaufort County Records.

SUBJECT TO, the terms and conditions of that certain Easement in favor of Palmetto Point Developers, LLC recorded in Book 2407 at Page 362, Beaufort County Records.

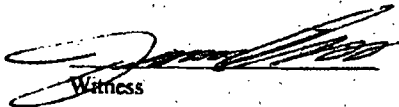
FURTHER SUBJECT TO the terms and conditions of that certain Agreement Regarding Easements by and between Mid-Point Investors, Inc., Palmetto Point Developers, LLC and One Church, LLC said Agreement recorded in Book 2407 at Page 352, Beaufort County Records.

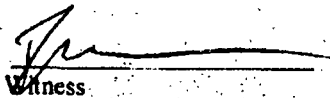
FURTHER SUBJECT TO that certain Development Agreement by and among New River Farms, L.P., Holly Branch Farms, L.P., Jones Associates, L.P., Barbara J. Bailey Limited Partnership, Dorothy R. Zetterower, Lillian R. Stephenson, Christopher C. Ryals and Town of Bluffton, South Carolina dated June 21, 2000 and recorded in the Beaufort County Records in Book 1315 at Page 1099, as amended by First Amendment recorded in Book 2065 at Page 1784, and further amended by Amendment recorded in Book 2256 at Page 174, and Assignment of Development Rights to Mid-Point Investors, Inc. dated December 30, 2005 recorded in Book 2341 at Page 1085; and Assignment of Development Rights recorded in Book 2407 at Page 377; and Assignment of Development Rights recorded in Book 2407 at Page 383; and Assignment of Development Rights recorded in Book _____ at Page _____; and Assignment of Development Rights recorded in Book _____ at Page _____.

FURTHER SUBJECT TO any and all easements or other matters of record applicable to the aforementioned Parcel A and Parcel D, including those matters shown on the Plat.

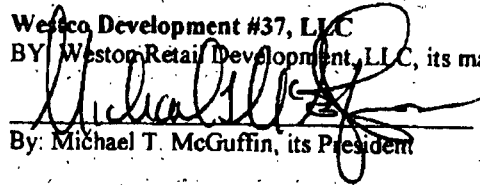
Witness the Hand and Seal of the Grantor this 12 day of February, 2007.

WITNESSES:


Witness


Witness

Westco Development #37, LLC
BY: Weston Retail Development, LLC, its manager


By: Michael T. McGuffin, its President

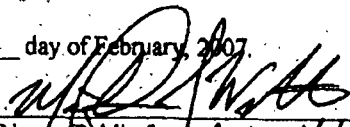
STATE OF Tennessee
COUNTY OF Davidson

ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that the above referenced authorized signatory for Westco Development #37, LLC, by Weston Retail Development, LLC its Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal the 12th day of February, 2007.




Notary Public for Westco Development #37, LLC
My commission expires: 11/22/2010

3/10 Rg Vaux 2522 2535

Prepared without benefit of title examination by and Return to:
Brandon W. Smith, Esquire
VAUX & MARSCHER, P.A.
16 William Pope Dr. Suite 202
Okatie, South Carolina 29909

BEAUFORT COUNTY SC - ROD
BK 02522 PGS 1278-1280
FILE NUM 2007012929
02/14/2007 04:48:40 PM
REC'D BY B BING RCPT# 471637
RECORDING FEES 10.00
County Tax 6,050.00
State Tax 14,300.00

ADD DMP Record 4/4/2007 09:41:27 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	036	000	0386	0000	00

STATE OF SOUTH CAROLINA)

LIMITED WARRANTY DEED

COUNTY OF BEAUFORT)

ADD DMP Record 4/4/2007 09:41:53 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	036	000	0598	0000	00

KNOW ALL MEN BY THESE PRESENTS:

THAT Westco Development #37, LLC, a Delaware limited liability company (the "Grantor"), in the state aforesaid, for and in consideration of the sum of FIVE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,500,000.00) and no other valuable consideration to it paid at and before the sealing of these presents by Dumler Properties, LLC, a South Carolina limited liability company, of 29 Plantation Park Drive, Suite 704, Bluffton, South Carolina 29910, (the "Grantee(s)") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Dumler Properties, LLC, its Successors and Assigns, forever, the following described property, to-wit:

For a more detailed legal description, see attached Exhibit "A" attached hereto and incorporated herein.

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 premises before mentioned unto the said Grantee, its Successors and Assigns forever, subject, however, to the rights, conditions and restrictions that constitute covenants running with the land, all as set forth herein.

And Grantor does hereby bind itself and its Successors and Assigns, to warrant and forever defend all and singular the said premises unto the Grantee, its Successors and Assigns against it and its Successors lawfully claiming, or to claim the same or any part thereof, by, through or under it.

The property intended to be conveyed herein is the same property conveyed to the within Grantor by Deed from One Church, LLC, dated February 7th 2007, and recorded in Book 2522 at Page 1278, Beaufort County Records, on February 14th 2007.

Beaufort County Tax Reference : R610 036 000 0386 0000 &
R610 036 000 0598 0000

RECORDED
2007 Apr -04 10:22 AM
Sharon G. Davis
BEAUFORT COUNTY AUDITOR

Building	Type	Use Code Description	Improvements			Square Footage	Improvement Size
			Constructed Year	Stories	Rooms		
Building	Type	Feature Code	Features & Exterior Features			No. / Sq.Ft.	Value
			Description				

2005	\$0.00	\$0.00
2005	\$0.00	\$0.00
2005	\$0.00	\$0.00
2005	\$0.00	\$0.00
2005	\$0.00	\$0.00
2005	\$295.15	\$304.00
2004	\$338.75	\$338.75
2004	\$0.00	\$0.00
2004	\$0.00	\$0.00
2004	\$0.00	\$0.00
2004	\$0.00	\$0.00
2004	\$0.00	\$0.00
2004	\$0.00	\$0.00
2004	\$0.00	\$0.00
2004	\$0.00	\$0.00
2003	\$0.00	\$0.00
2003	\$0.00	\$0.00
2003	\$0.00	\$0.00
2003	\$0.00	\$0.00
2003	\$0.00	\$0.00
2003	\$0.00	\$0.00
2003	\$0.00	\$0.00
2003	\$413.85	\$413.85
2002	\$465.81	\$465.81
2001	\$447.37	\$447.37

Sales Disclosure

Grantor	Book & Page	Date	Deed Vacant	Sale Price
WESTCO DEVELOPMENT #37 LLC	2522 1278	2/12/2007	10	\$5,500,000
ONE CHURCH LLC C/O DAVID A BROWN	2522 1261	2/7/2007	10	\$4,900,000
MID-POINT INVESTORS INC	2407 348	6/30/2006	10	\$3,800,000
PALMETTO POINTE DEVELOPERS LLC	2341 1081	12/30/2005	10	\$10
STEPHENSON LILLIAN R ZETTEROWER DOR	2341 1038	12/30/2005	10	\$10
PALMETTO REAL ESTATE GROUP LLC	2341 1068	12/30/2005	Fu	\$3,000,000
STEPHENSON LILLIAN R ZETTEROWER DOR	2341 1046	12/30/2005	10	\$10
STEPHENSON LILLIAN R ZETTEROWER DOR	2341 1050	12/30/2005	10	\$10
STEPHENSON LILLIAN R ZETTEROWER DOL	2341 1042	12/30/2005	10	\$10
STEPHENSON LILLIAN R ZETTEROWER DOR	2341 1054	12/30/2005	Fu	\$2,360,000
UNKNOWN OWNER 09688830		12/31/1776	Or	\$0
		12/31/1776	Or	\$0

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

DTG Holdings, LLC, and
Jasper Station Associates, LLC,

Petitioners,

v.

South Carolina Department of
Health & Environmental Control,

Respondent.

Docket No. 10-ALJ-07-0217-CC

PETITIONERS' DEPOSITION
DESIGNATIONS FOR USE AT
TRIAL PURSUANT TO RULE 32(a)(5), SCRCF

Deposition of Amanda Nodolf taken August 23, 2010:

Page 10 line 10 through Page 13 line 13.

Page 16 line 6 through Page 20 line 3.

Page 24 line 1 through line 16.

Page 34 line 3 through Page 38 line 4.

38:7 - 41:15
45:12 - 45:21
RESPECTFULLY SUBMITTED,
46:4 - 47:21

By:

Mary D. Shahid

MENAIR LAW FIRM, P.A.
Mary D. Shahid, SC Bar No. 1794
100 Calhoun Street, Suite 400
PO Box 1431 (29402)
Charleston, SC 29401
(843) 723-7831

ATTORNEYS FOR PETITIONERS,
DTG HOLDINGS, LLC and
JASPER STATION ASSOCIATES, LLC

Charleston, South Carolina
Dated: August 30, 2010

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 dictates how you do that review?

3 A We have the coastal zone management
4 program document which specifies what we need to
5 be reviewing for, and I use the notice of intent
6 application form for the information.

7 And we have a decision document to
8 summarize our decisions at the end of the
9 process that we complete.

10 Q So we will turn to the NOI document,
11 and if you could explain to me how you use this
12 form for your coastal zone consistency review?

13 A I would review the form in its entirety
14 going through from section I on through to the
15 end, to make sure that what is given on this
16 form is consistent with what they are proposing
17 to do on the property; specifically in regards
18 to wetland impacts, acreage and environmental
19 permits, in order to use the information that is
20 provided on here to look up further within our
21 databases and systems to see if there are any
22 other potential concerns.

23 Q And were you able to confirm acreage
24 and wetland impacts as it is represented on this
25 form?

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 A I was able to confirm the acreage based
3 on this form, along with the boundary that they
4 submitted for the property, and the wetland
5 impact from this form in addition that were in
6 compliance with the Corps letter and our
7 information that we had regarding the wetlands.

8 Q And so that is two aspects of your
9 coastal zone consistency review?

10 A Yes.

11 Q And is there additional aspects of your
12 coastal zone consistency review?

13 A The coastal zone consistency review
14 also includes review for other items, other
15 geographic areas of particular concern, such as
16 historic site, archaeological site, court and
17 clay area, shell fish, parks could be just shell
18 fish beds and such if they are listed in our
19 CZMP.

20 Q How do you do that review?

21 A That review is mainly conducted by
22 looking at our -- we receive a digital boundary
23 of the site, this 18.4 acres that we put into
24 our GIS system and they are able to overlay that
25 with information that we receive from the

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 resource agencies regarding those specific

3 GAPC's.

4 Q And did you do that overlay?

5 A I did, yes.

6 Q Is there any other data in that overlay

7 or any ability to see any other data in that

8 review?

9 A There is a variety of data within our

10 GIS system, that includes the permitting

11 information; and like I said the GAPC is a

12 concern, the coastal zone lines, USGS topo maps,

13 and CERCLA information.

14 Q How do you highlight or retrieve that

15 data?

16 A You have to turn on individual layers

17 within the system to review, like for example if

18 you want to see archaeological sites you would

19 have to turn that layer on.

20 Q Is there a layer for other permits?

21 A There is.

22 Q And do you routinely turn that layer

23 on?

24 A I do routinely turn that layer on.

25 Q Did you turn that layer on in your

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 review here?

3 A I did not.

4 Q And why did you not turn it on in your
5 review here?

6 A I don't know.

7 Q Has anybody looked since to see what
8 that would have shown to your knowledge?

9 A To my knowledge, I don't know.

10 Q So you don't know if you turned that
11 layer on if it would have told you anything that
12 might have red flagged the project for you?

13 A No, I don't know that.

14 Q So in this particular instance you were
15 able to verify the project boundaries, and did
16 you have any question regarding the information
17 that the applicant had provided from the Corp of
18 Engineers, the January 16 letter?

19 A No, I did not.

20 Q Did you read the January 16 letter?

21 A Yes, I did.

22 Q And did you note that the letter
23 referenced the parent tract and a tax map number
24 for a parent tract, being a portion of tax map
25 number 08-00?

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 function that you perform is called a coastal
3 zone consistency review.

4 Is there also a function called the
5 administrative review?

6 A The project has to be deemed
7 administratively complete and consistent with
8 the coastal zone management program document.
9 So it is not considered administratively
10 complete until you have done the CZC review.
11 They kind of go hand in hand. But the
12 administrative review would also entail that
13 they have submitted project plans and
14 application.

15 Q Who does the administrative review?

16 A That is done in part by myself, as well
17 as our permit coordinators.

18 Q And who was the permit coordinator for
19 this project?

20 A Miss Christine Koczera.

21 Q Do you know specifically what she would
22 have done with regard to this permit
23 application?

24 A She reviews the application to make
25 sure that all the items on the Notice of Intent

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 are filled out and then prepares it for public
3 notice.

4 Q Does she prepare a report or anything
5 regarding the NOI?

6 A She has a shortened checklist that is
7 of nine criteria that is needed to go on public
8 notice, and she provides that with the project
9 file when I receive it.

10 Q Does anybody review what she does
11 before it goes on public notice?

12 A No.

13 Q Do you know what the nine criteria are?

14 A Off the top of my head I don't recall
15 all the nine criteria.

16 Q You said that she reviews it to make
17 sure all the blanks are filled in?

18 A Yes.

19 Q Are you aware that in this particular
20 case there is a blank that is not filled in?

21 A I am not aware of that, no.

22 Q Do you have any knowledge as to what
23 happens typically when a blank is not filled in?

24 A Miss Koczera goes back and forth with
25 the applicant to make sure that all of the

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 information necessary has been provided on the
3 Notice of Intent.

4 Q Do you know whether or not Miss Koczera
5 had any back and forth with this applicant,
6 being Red Oaks Plaza Phase 3?

7 A I am not aware of that, no.

8 Q Were you familiar at the time of the
9 Red Oaks Phase 3 review with the Jasper Station
10 project?

11 A I was aware of the name of the project,
12 but not its proximity in regards to this
13 application.

14 Q How were you aware of it?

15 A It had been brought up several months
16 prior in a staff meeting.

17 Q Do you know whether or not there is any
18 EFIS or GIS data in the database systems related
19 to Jasper Station?

20 A It is in EFIS.

21 Q What is in EFIS?

22 A The original permit application that
23 Jasper Station made and the subsequent
24 violations that were issued against it later.

25 Q So there were some inspections that

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 were done.

3 Are those inspections noted in EFIS?

4 A I am not sure.

5 Q Have you personally checked to see what
6 is in EFIS with Jasper Station?

7 A I have, yes.

8 Q When did you check that?

9 A It has been -- the last time was
10 several weeks ago.

11 Q And when is the first time you checked
12 EFIS with regard to Jasper Station?

13 A I don't recall.

14 Q How do you physically do that?

15 A You search by the property owner to see
16 whether or not there are any permit applications
17 with that owner.

18 Q Is there any other search criteria
19 other than property owner?

20 A If you knew the site or project name
21 you can search by that as well.

22 Q Can you search by TMS number?

23 A Not that I am aware of.

24 Q Can you search by permit number?

25 A Yes, you can search by permit number.

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 Q You can also search by property owner?

3 A Yes.

4 Q Earlier I asked you a question about
5 something that you would click on in your review
6 that you said you did routinely, but you didn't
7 do here. Was that -- okay, is there
8 something -- there is a permit overlay that you
9 can click on in GIS or EFIS, I am not sure
10 which?

11 A There is a permit overlay layer in our
12 GIS system, yes.

13 Q If you were looking -- do you use the
14 digital boundary in order to do the GIS review?

15 A Yes.

16 Q And do you use the digital -- is the
17 permit overlay data tied also to the digital
18 boundary of the project?

19 A No, the permit overlay is -- it is a
20 mapping system, so it is spatially recognized.
21 So it is not directly associated with the
22 boundary that you receive for another project.
23 It is in a mapping quadrant, a quadrant system
24 it seems like.

25 Q So like if you click on that, how does

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 Q And do you have any knowledge as of
3 February 2009 what information was in EFIS under
4 Jasper Station Associates, LLC as property
5 owner?

6 A I am not sure what information was
7 present.

8 Q You said now that there is some
9 information present?

10 A That is correct.

11 Q But do you remember when you saw that
12 information?

13 A It was sometime after the notice of
14 termination from our office had gone out, so
15 within the last six months or so.

16 Q Okay.

17 Had you ever been to the Jasper Station
18 site?

19 A No, Ma'am.

20 Q Do you know Josh Young?

21 A No, I am not familiar with that name.

22 Q Do you know Shinique Henderson? Do you
23 know Shinique?

24 A I know Shinique.

25 Q Do you work with Shinique?

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 A That is correct.

3 Q And then you get to the blank, site
4 information, list all state and federal
5 environmental permits or approvals applied for
6 or obtained for this site, e.g. RCRA.

7 Approximately how many NOI's do you
8 review in a week, do you know?

9 A It varies from week to week.

10 Q Is it usual or unusual for this to be
11 left blank?

12 A I have seen them filled out several
13 times.

14 Q Have you seen them blank several times?

15 A Yes.

16 Q So it could be either way?

17 A That is correct.

18 Q What do you do when they are blank? Do
19 you do anything to verify that blank was the
20 right response?

21 A I review the property owner
22 information, the project owner information to
23 see if there are any other applications that
24 have been applied for.

25 Q So that is when you would put in DTG

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 Holdings, LLC in EFIS and see what you turn up?

3 A That is correct.

4 Q And do you remember if you did that
5 here?

6 A I did do that.

7 MR. WHITFIELD-CARGILE: What was
8 your answer?

9 THE WITNESS: I did.

10 BY MS. SHAHID:

11 Q And do you recall whether or not you
12 saw any other permit applications?

13 A DTG Holdings has multiple permit
14 applications in our database, but this was the
15 only -- the Red Oaks Plaza Phase 3 was the only
16 one that pertained to this property, our state
17 site project boundary.

18 Q And again going back to your earlier
19 testimony, another way that you could have
20 checked that was with the permitting overlay on
21 your GIS database?

22 A The permitting overlay in our GIS
23 database only shows stormwater applications that
24 have been applied for.

25 Q Okay.

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 And assuming that the digitized
3 boundary was in there for Jasper Station, had
4 you checked that you would have seen the Jasper
5 Station stormwater permit application?

6 A That is correct.

7 Q And that is -- in your opinion is
8 that -- well, strike that.

9 Are you aware of any other application
10 for Jasper Station that should have been listed
11 and wasn't listed, or any other application for
12 this site that should have been listed and
13 wasn't listed aside from the Jasper Station
14 stormwater?

15 A The site -- it should have listed --
16 again, any stormwater applications, such as the
17 Jasper Station and any associated federal
18 permits with that action, if there were wetlands
19 permits and what have you.

20 Q And was it your testimony that you
21 typically do click on, when you are doing the
22 GIS, you typically do click on the application
23 or the permit overlay data overlay?

24 A I typically do, but I did not do that
25 in this case.

1 SHAHID - NODOLF (DIRECT EXAMINATION)

2 Q Do you specifically remember that you
3 did not do it, or are you assuming you did not
4 do it?

5 A I specifically remember not doing it,
6 as well as if you review the GIS information
7 that was provided in our stormwater file in the
8 final product it doesn't show the overlay. I
9 print a copy of the screen when I complete it.

10 Q So that is missing from both files, is
11 that what you are saying?

12 A No, the GIS overlay that I printed is
13 present in the file, but the boundary for Jasper
14 Station does not show on that file.

15 Q When we say typically do that, do you
16 do that in all other instances; check both the
17 archaeological GAPC and permits as the data
18 overlay?

19 A I say I do that in all other instances,
20 yes.

21 Q What is the normal practice if an
22 engineer leaves a blank and OCRM wants the
23 information, how do you normally address that?

24 A If it is something that we feel we need
25 information on, we would go back and correspond

1 WHITFIELD-CARGILE - NODOLF (CROSS-EXAMINATION)

2 with the applicant to get the information.

3 MS. SHAHID: I think that is all I

4 have got.

5 CROSS-EXAMINATION

6 BY MR. WHITFIELD-CARGILE:

7 Q Amanda, you are talking about GIS

8 layers. The permitting layers, is it a box that

9 you bring up all permits, or is it by year, or

10 is it by type of permit? How does that work?

11 A It is segregated by year.

12 Q And is it limited to particular type of

13 permits?

14 A Stormwater permit applications.

15 Q So you have to select what year permits

16 you want to review?

17 A Yes, we have the current year and I

18 believe last year's, and then we start clumping

19 years together after that.

20 Q How closely are they? Do you know what

21 the clumps are?

22 A I think it is every two to three years.

23 Q Miss Shahid was talking to you about

24 some of the questions in section III, like for

25 example section III-B is the property part of a

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

DTG Holdings, LLC, and
Jasper Station Associates, LLC,

Petitioners,

v.

South Carolina Department of
Health & Environmental Control,

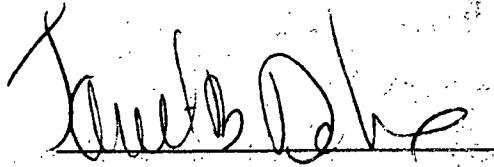
Respondent.

Docket No. 10-ALJ-07-0217-CC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 30th day of April, 2010, that she served a copy of the foregoing **PETITIONERS' DEPOSITION DESIGNATIONS** via Electronic Mail ("E-Mail") and U.S. Mail, postage pre-paid, on the following parties and counsel of record as listed below:

Davis Whitfield-Cargile, Esq.
SCDHEC
1362 McMillan Ave., Suite 400
Charleston, SC 29405
whitfcd@dhec.sc.gov



August 30, 2010

**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

DTG Holdings, LLC and Jasper Station
Associates, LLC,

Petitioners,

vs.

South Carolina Department of Health and
Environmental Control,

Respondent.

DOCKET NO. 10-ALJ-07-0217-CC

**EXCERPTS FROM 30(b)(6)
DEPOSITION OF DTG HOLDINGS,
LLC**

TO: THE COURT AND ALL PARTIES:

PLEASE TAKE NOTICE that Respondent, South Carolina Department of Health and Environmental Control, pursuant to Rule 32(a)(5), hereby gives notice that it intends to introduce the following excerpts from the 30(b)(6) deposition DTG Holdings, LLC in its case in chief:

Tr. p. 4, line 15 – p. 5, line 10

Tr. p. 8, line 22 – p. 9, line 7

Tr. p. 9, lines 17 – 23

Tr. p. 11, line 19 – p. 12, line 2

Tr. p. 12, line 23 – p. 13, line 6

Tr. p. 14, lines 1 – 20

Tr. p. 16, line 20 – p. 17, line 20

Tr. p. 20, line 4 – p. 23, line 22

Tr. p. 32, line 10 – p. 34, line 5

Tr. p. 34, lines 10 – 12

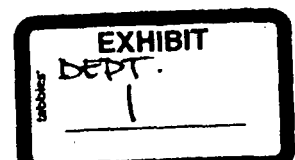
Tr. p. 41, line 2 – p. 42, line 14

Tr. p. 43, line 14 – p. 44, line 22

Tr. p. 45, lines 2 – 15

Tr. p. 46, lines 2 – 5

Tr. p. 46, line 9 – p. 47, line 14



001054

Tr. p. 50, line 22 – p. 51, line 19
Tr. p. 52, lines 11 – 19
Tr. p. 54, lines 7 – 22
Tr. p. 61, line 23 – p. 62, line 20
Tr. p. 63, line 16 – p. 65, line 10

Respectfully Submitted,



Davis A. Whitfield-Cargile
Staff Attorney
South Carolina Department of Health and
Environmental Control
1362 McMillan Avenue, Suite 400
Charleston, SC 29405
(843) 953-0200
(843) 953-0201 (fax)
whitfid@dhec.sc.gov

Charleston, South Carolina
August 30, 2010

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 ANDREW SMITH,

3 having been produced and first duly sworn as a
4 witness, testified as follows:

5 (Whereupon, DHEC Exhibit

6 Number 1 was marked for

7 identification.)

8 DIRECT EXAMINATION

9 BY MR. WHITFIELD-CARGILE:

10 Q Andy, how are you? I am Davis

11 Whitfield-Cargile. We met a moment ago. I

12 represent DHEC in this litigation. It is a

13 contested case appealing the department's

14 termination of permit coverage to DTG Holdings.

15 And I understand that you are here

16 pursuant to a Notice of Deposition that I served

17 on DTG Holdings requesting that someone be

18 designated to speak to certain issues on behalf

19 of DTG Holdings.

20 Is it your understanding that you have

21 been designated as that person?

22 A Yes.

23 Q Have you looked at the Notice of

24 Deposition?

25 A Yes.

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q Have you looked at the items listed in
3 the deposition?

4 A Yes.

5 Q And are you able to testify as to the
6 matters contained on that list?

7 A Yes.

8 Q Are there any matters that you are not
9 able to testify to?

10 A No.

11 Q Have you had your deposition taken
12 before?

13 A Yes.

14 Q I think I am required by rule to tell
15 you that from this point forward you are to
16 direct any questions you have at me, not to your
17 counsel. If you don't understand the question
18 that I ask you, let me know, I will rephrase it.
19 If you need a break or anything just let me
20 know, that is fine.

21 Q Are you under the influence of any
22 alcohol or mind altering substances today?

23 A No.

24 Q I think I asked you if you were under
25 the influence of any mind altering substances.

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q And how long did you do that?

3 A Two years.

4 Q What did you do before that?

5 A I worked for Pulte Homes.

6 Q Doing what?

7 A Director of land development and

8 vice-president of land development.

9 Q Okay.

10 How long were you with Pulte Homes?

11 A I don't remember. Approximately a year

12 and then I was with Centex Homes before that.

13 Q What is your educational background?

14 A I have a Bachelor's Degree in Civil

15 Engineering.

16 Q Is it Bachelor of Science?

17 A Yes.

18 Q Where from?

19 A Georgia Tech.

20 Q How old are you?

21 A God, 32.

22 Q Let's talk about DTG Holdings.

23 How many members are in DTG Holdings?

24 A Three.

25 Q Who are they?

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 A Dale Malphrus, Tod Malphrus and Greg
3 Malphrus.

4 Q Is that a family business then?

5 A It is.

6 Q Does it have any other members?

7 A No.

8 Q How long have they been in existence,
9 do you know?

10 A I don't know the answer to that.

11 Q How many employees do they have?

12 A None as far as I know.

13 Q Are you an employee?

14 A Of that company?

15 Q Yes.

16 A No.

17 Q You work for Malphrus Construction?

18 A I do.

19 Q Who were the owners of Malphrus
20 Construction?

21 A Greg, Tod, and Dale.

22 Q Is it just them?

23 A Yes.

24 Q And how many employees does Malphrus
25 Construction have?

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Head Island, a ten acre piece of property on the
3 island.

4 And that is it. The rest have been
5 sold or transferred.

6 Q The Malphrus Farm, is that what you
7 said?

8 A Yes.

9 Q That is at 462 and 170?

10 A That is correct.

11 Q Where is that in relation to the
12 property that is the subject of this contested
13 case?

14 A It is about --- I don't know the exact
15 distance. It is two or three miles down the
16 road; maybe more.

17 Q So it is a different property?

18 A Yes, it is not even contiguous.

19 Q So Malphrus Construction doesn't own
20 the property that is the subject of this
21 contested case, is that right?

22 A No.

23 Q Does DTG Holdings own it?

24 A No.

25 Q Who owns it?

1 WHITEFIELD-CARGILE - SMITH (DIRECT EXAMINATION).

2 A Jasper Station, LLC.

3 Q I believe adjacent are you familiar
4 with Red Oaks Plaza?

5 A I am.

6 Q What is that?

7 A Red Oaks Plaza is a commercial
8 development that the Malphrus family had done
9 prior to my involvement with the Malphrus
10 family.

11 Q I have seen the NOI that was submitted
12 with DTG Holdings, let me show you, which was
13 marked as Exhibit 1 earlier.

14 MR. WHITEFIELD-CARGILE: Do you
15 have the actual exhibits that we used?

16 MS. SHAHID: I probably do. Here
17 is a copy.

18 Here is the original. There were
19 three marked, weren't there?

20 MR. WHITEFIELD-CARGILE: I want to
21 back up, actually.

22 BY MR. WHITEFIELD-CARGILE:

23 Q I am going to show you, were you
24 responsible in any way for the permit
25 application that was submitted for DTG Holdings?

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 A I reviewed it before it went in.

3 Q What does that mean?

4 A That means that Thomas & Hutton filled
5 out the application, sent it to me to review and
6 to have Greg sign before submitting it.

7 Q You all were -- DTG Holdings was the
8 project owner and operator, is that right?

9 A I believe that is correct without
10 having it in front of me.

11 Q I will show you the NOI. This is very
12 deep in Exhibit 1.

13 Is that the NOI there?

14 A Yes.

15 Q And it is entitled, "Notice of Intent
16 (NOI) for Stormwater Discharges from Large to
17 Small Construction Activities".

18 A Correct.

19 Q Does your signature appear on that?

20 A Mine does not, no.

21 Q Who signed it for DTG Holdings?

22 A Greg Malphrus.

23 Q Your name appears somewhere on there.

24 Is it under section --

25 A Permit contact.

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q So did you review this before Greg
3 signed it?

4 A Yes, I did.

5 Q And what did you review it for?

6 A Misspelling's, name of owner, name of
7 operator, spelling of his name.

8 Q Did you review it to make sure it was
9 accurate?

10 A Define accuracy.

11 Q Was that -- what was the purpose of
12 your review? Were you looking to see if those
13 things were correct?

14 A Yes.

15 Q Or were you looking at it to see if it
16 was there or what?

17 A I was just looking to make sure the
18 things that I knew were correct, as far as
19 peoples' names and addresses and phone numbers
20 and that type of thing.

21 Q What is your -- it sounds like you have
22 been working in the land development and
23 construction industry for at least six years, is
24 that accurate?

25 A Yes.

1 WHITEFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 A Yes.

3 Q How many times?

4 A I would have to go back and look, but
5 two or three.

6 Q Two or three times?

7 A For DTG.

8 Q What about when you were at Pulte?

9 A Many times.

10 Q That is something you did on a regular
11 basis?

12 A Yes.

13 Q What about when you were -- when you
14 say many times, can you give me an estimate? Is
15 it five, ten, 20, a hundred? Ballpark?

16 A More than five, less than 20.

17 Q What about when you had your own
18 company?

19 A We did not do any, zero.

20 Q So when you say that you reviewed this
21 to look and see what you knew was accurate, what
22 do you mean?

23 A I mean that we rely on our consultants
24 to fill out the applications, because that is
25 their job. They have all the information.

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION),

2 required to fill out the application.

3 As far as the information that I knew,
4 which was names, addresses, phone numbers,
5 contact information I reviewed that information,
6 gave it to Greg, and he signed it.

7 Q Did you know who the owner of the
8 property was?

9 A I did.

10 Q And I think earlier in your deposition
11 today you testified that Jasper Station
12 Associates, LLC owns the property?

13 A That is correct.

14 Q Did they own it then?

15 A Yes, they did.

16 Q Were you aware of that then?

17 A Yes.

18 Q Were aware that the NOI doesn't list
19 Jasper Station as the owner of the property?

20 A I was aware of that, yes.

21 Q Did you bring that to anybody's
22 attention?

23 A No, because typically -- of the common
24 practice with that document is the developer at
25 the time is typically listed. Because by the

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q What about the property owner?

3 A What about them?

4 Q Well, section -- the section I of the
5 NOI talks about project information and asks for
6 the project owner/operator, right?

7 A Okay, yes.

8 Q And you listed DTG Holdings?

9 A Thomas & Hutton listed DTG Holdings,
10 yes.

11 Q The NOI lists DTG Holdings. DTG
12 Holdings is the entity that is going to own the
13 project and operate the project, is that right?

14 A At the time DTG Holdings was under
15 contract to buy the piece of property.

16 Q But that wasn't my -- and DTG Holdings
17 was the entity that wanted to do the work, is
18 that right?

19 A Yes.

20 Q Now, the property information is in a
21 separate section on the form, is it not? It is
22 under Section II?

23 A Okay.

24 Q Right, you see that?

25 A Yes, I do see that.

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q And then under Section II-B it asks for
3 the property owner, right?

4 A Okay.

5 Q That is a separate question than who
6 the project owner/operator is, is it not?

7 A That is how it appears.

8 Q Have you ever read the instructions
9 that are attached to the NOI?

10 A No.

11 Q How long have you been helping your
12 clients or your employers with the development
13 process or the permitting process?

14 A 6-plus years.

15 Q And you never read the instructions?

16 A I relied on our consultants to do that.

17 Q But you never personally read them?

18 A No.

19 Q Have you read them yet?

20 A No.

21 Q Have you read them in this litigation?

22 A No.

23 Q Let me show you page 6 of the
24 instructions, which is part of the submittal
25 that DTG Holdings submitted and starting on page

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 6, do you see a section that says project
3 information?

4 A Yes.

5 Q And that is section I, is that right?

6 A Yes.

7 Q Does that correlate with section I on
8 the actual NOI?

9 A It appears that way, yes.

10 Q Does each bulleted paragraph under
11 section I correspond with the lines with the
12 questions that are on the NOI itself in terms of
13 what it is asking for?

14 You can take a minute to read it.

15 A It appears so, except for the mailing
16 address, the E-mail address at the bottom.

17 Q Where are you?

18 A Well, there is five bullet points here
19 and six items there.

20 Q Okay. So it doesn't explain what it
21 means when it asks for your mailing address and
22 E-mail address?

23 A That is correct.

24 Q Is that pretty self-explanatory?

25 A Yes.

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q And Section II on the actual form is
3 property information, right?

4 A Yes.

5 Q And does Section II underneath the
6 instructions on Page 6 tell you what each
7 question on Section II is asking for?

8 A Yes, it does.

9 Q And if you read paragraph B here, does
10 it explain who the owner of the property is? Or
11 does it explain what it is asking for when it
12 says property owner?

13 A Yes.

14 Q Who was it asking for?

15 A The current property owner.

16 Q And is DTG Holdings -- well, on the
17 actual NOI it says same as above.

18 Is that referring to DTG Holdings, do
19 you know?

20 A It is referring to that.

21 Q Is that accurate?

22 A No.

23 Q So you said part of what you do is you
24 help with the permitting approval process?

25 A Yes.

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 engineers to do?

3 A That is typically something we task
4 them to do, yes.

5 Q Do you ask for a report back from your
6 engineers?

7 A Verbal.

8 Q And did you get one?

9 A A verbal --

10 Q Did you ask them if there had been any
11 permits issued for this site?

12 A At the time of contract?

13 Q Yes.

14 A When we started our due diligence
15 period?

16 Q Yes.

17 A I am sure I did.

18 Q What did they say? Did they say yes or
19 no?

20 A I think they said there were permits
21 pending.

22 Q Permit applications pending?

23 A Yes.

24 Q So were you aware of permit
25 applications pending?

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 A Yes.

3 Q Was DTG Holdings aware of permit
4 applications pending?

5 A Yes.

6 Q What permit applications were you aware
7 of?

8 A We were aware that there was a wetland
9 permit application that was pending.

10 Q With whom?

11 A With DHEC.

12 Q Was that for the larger parent tract
13 for Jasper Station?

14 A Yes.

15 Q Was that the one -- let's see if I got
16 my file with me.

17 Are you aware of a lawsuit that Jasper
18 Station filed in civil court last summer?

19 A Yes.

20 Q And are you aware that Jasper Station
21 was seeking a declaration as to whether it had a
22 permit under the stormwater NPDES construction
23 general permit?

24 A Yes.

25 Q So the permit that is the subject of

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 that action, is that the one that you were aware
3 of when DTG entered into the contract?

4 A Yes, we were aware that had been
5 submitted.

6 Q Were you aware if it had been denied or
7 been granted?

8 A At the time of contract, no, I was not
9 aware of that.

10 Q When was the time of contract again?

11 A I believe it was sometime in April of
12 2008, without looking at it.

13 Q But you didn't know if it had been
14 granted or been denied at that point?

15 A I don't believe so.

16 Q Would you recollect if it had been
17 granted?

18 A At the time of April of 2008?

19 Q Yes.

20 A Yes, I would have known that it had
21 been granted at the time.

22 Q Would you have known if your clients
23 claimed that it had been granted? Not your
24 clients, if Jasper Station had claimed it had
25 been granted?

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q You said when you entered into the
3 contract approximately April of '08, you were
4 aware of an application that was pending by
5 Jasper Station?

6 A Yes.

7 Q And that included work within the 18.4
8 acre parcel?

9 A I believe -- the permit that was
10 applied was for the entire wetland including
11 that. I believe it was six acres. It was
12 within that 18.4.

13 Q So there was 6 acres of wetlands within
14 the 18.4?

15 A I believe that was the delineation. I
16 don't know the exact number, but I think it was
17 somewhere in there.

18 Q And DTG Holdings was aware of those six
19 acres of wetlands?

20 A We were aware that they were delineated
21 as wetlands, yes.

22 Q And that was in April of '08?

23 A I believe so. You keep going back to
24 that date.

25 Q Okay, that was when you entered into

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 the contract?

3 A Yes. Well, I don't know without seeing
4 the contract in front of me, but I believe that
5 was the time frame.

6 Q To be clear, at the time you entered
7 into the contract you were aware of
8 approximately six acres of wetlands on the
9 property?

10 A Yes.

11 Q And you were aware that Jasper Station
12 had filed an application seeking to fill those
13 wetlands, is that right?

14 A Yes.

15 Q And then when was the NOI actually
16 filled out and submitted to DHEC?

17 A I am not sure.

18 Q If I show it to you, I think this is
19 the Stormwater Management Report, Exhibit 1.

20 Does it have a date on the front of it?
21 Maybe look at the top.

22 Is that February of 2009 at the very
23 bottom?

24 A February 6, 2009.

25 Q Does that seem about the time that you

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 submitted your NOI?

3 A Yes.

4 Q And if you look at the NOI, I think you
5 have got your hand on it?

6 A Uh-huh.

7 Q I think it has a date on it?

8 A October 15.

9 Q October 15 of what year?

10 A It says 2009.

11 Q That can't be right. Bear with me.

12 October 15, 2009, is that right? Look
13 on the second page.

14 Is there a date next to Greg Malphrus's
15 signature?

16 A There is.

17 Q What is that date?

18 A February 5, 2009.

19 Q Is that about when you recall the NOI
20 was submitted to DHEC?

21 A Yes.

22 Q Do you remember when the permit
23 coverage was granted to DHEC?

24 A I don't.

25 Q Or to DTG?

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 A I don't.

3 Q If I represented to you it was in March
4 of 2009, would that seem accurate?

5 A Yes.

6 Q So in October of -- I'm sorry, in March
7 of 2009 -- I'm sorry, February 5 of 2009, when
8 the NOI was signed by Mr. Malphrus, was DTG
9 aware of Jasper Station's application for permit
10 coverage?

11 A Yes.

12 Q And that was not listed on the NOI, was
13 it?

14 A I don't believe it was.

15 Q Is that something that you looked at
16 when you did your review?

17 A No, it is not.

18 Q Why not?

19 A That is something we rely on the
20 engineers to fill out.

21 Q And you don't double-check their work?

22 A Not in that situation, no.

23 Q Does Greg rely on your advice whether
24 to sign it or not?

25 A Yes.

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q Are you aware of what he is signing,
3 attesting to or what he is certifying when he
4 signs?

5 A Yes.

6 Q But you don't -- what do you think he
7 is certifying when he signs?

8 A What do I think Greg is certifying when
9 he signs this?

10 Q Yes.

11 A That he has read it and he understands
12 it.

13 Q Does he certify that it is accurate at
14 all?

15 A Yes.

16 Q But you don't look to see if what your
17 consultant prepares is accurate?

18 A I do, but I rely on the consultant to
19 make sure it is accurate.

20 Q You do, but you rely on the consultant
21 to make -- would it be accurate to say that you
22 only review certain aspects of it?

23 A Yes.

24 Q Has that always been your practice?

25 A Yes.

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q Are you aware that if any of it is
3 inaccurate that could be grounds for revocation
4 of a permit?

5 A Yes.

6 Q But you don't do an independent review
7 of the NOI to ensure that it is accurate?

8 A Not down to that detail, no.

9 Q Do you go down to any detail? What
10 detail do you review it to?

11 A I think we reviewed that. Anything
12 that I would have knowledge over as far as
13 addresses, names, phone numbers, that type of
14 thing.

15 Q But DTG had knowledge of who the
16 current owner of the property was, right?

17 A We had a contract with them so we had
18 knowledge, yes.

19 Q And you all had knowledge of the
20 application by Jasper Station for permit
21 coverage?

22 A Yes.

23 Q And you all don't dispute that that
24 application by Jasper Station involved the
25 filling of wetlands on the 18.4 acre parcel,

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 right?

3 A I don't dispute that.

4 Q So it is something that should have
5 been listed, would you agree?

6 A On this piece of paper?

7 Q Yes.

8 A Yes.

9 Q On section III-I?

10 A Yes.

11 Q And you would also agree that Jasper
12 Station should have been listed as the property
13 owner, is that right?

14 A Yes.

15 Q Are any of the members of DTG Holdings
16 also members of Jasper Station and Associates or
17 Jasper Station Associates?

18 A No.

19 Q No?

20 A No.

21 Q Are any of the members of Malphrus
22 Construction members of Jasper Station?

23 A No.

24 Q Has DTG Holdings engaged or entered
25 into a contract -- any other contracts with

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 Q So they are vacant commercial lots?

3 A Yes.

4 Q What about Phase 2?

5 A It is ten general commercial lots.

6 Q Have any contracts been entered into
7 with Phase 2 of Red Oaks?

8 A Yes.

9 Q What all is there?

10 A There is a post office. There is a
11 stone supply company. There is a commercial
12 goods supply company.

13 There is a couple of lots that have
14 been purchased that we don't know what they are
15 going to put on them, but they are general
16 commercial type buildings.

17 Q They are all general commercial?

18 A Yes.

19 Q Is phase 3 all general commercial also,
20 or will it be?

21 A That was our plan, yes.

22 Q When DTG submitted the NOI, it was
23 aware of Jasper Station's permit to fill the six
24 acres of wetlands within the 18 acres, is that
25 right?

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 A Yes.

3 Q Was it aware that DTG had in fact
4 filled them? Or I retract that.

5 Was it aware that DTG had cleared and
6 mucked those wetlands?

7 A At the time that hadn't been done.

8 Q When the NOI was submitted?

9 A Well, I thought you said at the
10 contract.

11 Q No.

12 A I'm sorry.

13 Q I want to look at a time frame when the
14 NOI was submitted.

15 A Okay.

16 Q And what DTG's knowledge was?

17 A DTG's knowledge was yes, that the
18 wetlands had been mucked and filled at the time
19 of the NOI submittal.

20 Q And as a result of that you all were
21 able to obtain some delineation from the Corps
22 of Engineers showing no wetlands on the tract,
23 is that right?

24 A Yes.

25 Q Was DTG aware that the department had

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 sent a letter denying Jasper Station's
3 application for a permit?

4 A No.

5 Q Let me show you -- bear with me,
6 please.

7 (Whereupon, DHEC Exhibit
8 Number 2 was marked for
9 identification.)

10 BY MR. WHITFIELD-CARGILE:

11 Q DHEC Exhibit 2, had you seen that
12 before? Had DTG seen that before?

13 A Yes.

14 Q When had you first seen that? DTG?

15 A I don't remember the date, but it was
16 sent to me.

17 Q Did you see it before the NOI was
18 submitted?

19 A Yes.

20 Q Did you see it before the contract was
21 entered into?

22 A No.

23 Q But you did see it --

24 A This was after the contract was --

25 Q You did see that before the NOI was

1 WHITFIELD-CARGILE - SMITH (DIRECT EXAMINATION)

2 remember the timing of those meetings. I was
3 aware they were happening. I was told they were
4 happening. I don't have the time line in my
5 head to tell you when that happened in relation
6 to this.

7 Q Were you aware of the warning notice
8 that had been sent to Jasper Station?

9 A Yes.

10 Q Were you aware of that before the NOI
11 was submitted?

12 A I don't remember the time line of that.

13 Q Were you made aware of the warning
14 notice contemporaneously when it was sent?

15 A Yes.

16 Contemporaneously meaning at the same
17 time it was sent?

18 Q Yes.

19 A I was notified shortly thereafter.

20 Q So if it was sent in November 5 of 2008
21 then DTG would have known of that?

22 A Within a week, yes.

23 Q And if the NOI was submitted in
24 February of 2009, is it accurate to assume that
25 DTG was aware of the warning notice?

1 SHAHID - SMITH (CROSS-EXAMINATION)

2 Compliance Inspection Report?

3 A It is.

4 Q And looking at any enforcement action
5 to be taken against the petitioner where it says
6 yes, is there a check mark?

7 A There is not.

8 Q What is stated in there?

9 A Enforcement action to be determined.

10 MS. SHAHID: That is all I have
11 got.

12 Oh, I'm sorry.

13 BY MS. SHAHID:

14 Q Were you aware, or did you say you were
15 or were not aware of these inspections?

16 A I was aware of them.

17 MS. SHAHID: That is all I got.

18 (Whereupon, DHEC Exhibit
19 Number 3 was marked for
20 identification.)

21 REDIRECT EXAMINATION

22 BY MR. WHITFIELD-CARGILE:

23 Q DHEC Exhibit 3 is in front of you.

24 Have you seen that before?

25 A I have.

1 WHITFIELD-CARGILE - SMITH (REDIRECT EXAMINATION)

2 Q That is the warning notice we were
3 talking about a minute ago?

4 A Yes.

5 Q You said DTG would have received that
6 contemporaneously?

7 A It was forwarded to us, yes.

8 Q You received it before you submitted
9 the NOI?

10 A That is correct.

11 Q And in this letter DHEC states that
12 land disturbance has been initiated without
13 NPDES permit coverage?

14 A Yes.

15 Q And it instructs Jasper Station to
16 discontinue any work activity at the site?

17 A Yes.

18 Q And you were aware of that when you
19 submitted the NOI?

20 A Yes.

21 Q And you said that you were aware that
22 Jasper Station -- were you aware of the phrase
23 "permit by operation of law"?

24 A Yes.

25 Q How did you become aware of that

1 WHITFIELD-CARGILE -- SMITH (REDIRECT EXAMINATION)

2 phrase? Was it through Miss Shahid?

3 A Yes.

4 Q And was that after the department sent
5 DHEC Exhibit 2 denying permit coverage?

6 A I believe it was before that when we
7 were -- I believe it was before this was sent,
8 whenever they actually had the permit by
9 operation of law.

10 Q When did you first hear the phrase
11 permit by operation of law?

12 A From Miss Shahid or just in my life?

13 Q From Miss Shahid?

14 A Sometime in the June, July time frame
15 of 2008.

16 Q And you said that you were aware
17 that Jasper Station was claiming permit by
18 operation of law?

19 A Yes.

20 Q And you did not list that in section
21 III-I of your NOI, did you?

22 A No.

23 Q Would that be an environmental permit
24 or approval?

25 A Yes.

1 WHITEFIELD-CARGILE - SMITH (REDIRECT EXAMINATION)

2 Q Is that something that should have been
3 listed?

4 A Yes.

5 Q In fact even it had been denied, that
6 fact that they applied that should have been
7 listed, correct?

8 A Yes.

9 Q Did Jasper Station look at your NOI
10 before it was submitted?

11 A I don't know.

12 Q But you were aware when you submitted
13 the NOI that there had been a permit applied
14 for, that DHEC sent a letter denying it, and
15 that Jasper Station -- let us start one by one.

16 You were aware there was a permit
17 applied for?

18 A Yes.

19 Q You were aware that DHEC had sent a
20 letter denying it?

21 A Yes.

22 Q And you were aware that Jasper Station
23 purported to claim permit by operation of law?

24 A Yes.

25 Q Okay.

1 WHITFIELD-CARGILE - SMITH (REDIRECT EXAMINATION)

2 And you were aware that DHEC disagreed
3 with Jasper Station's claim of permit by
4 operation of law?

5 A Once this letter was issued terminating
6 the permit -- or the September 8 letter denying
7 the permit.

8 Q And that was before the NOI was
9 submitted?

10 A Yes.

11 MR. WHITFIELD-CARGILE: I don't
12 have any other questions.

13 MS. SHAHID: No other questions.

14 (Whereupon, the deposition of
15 Andrew Smith was concluded at
16 3:30 p.m.)

17

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**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

DTG Holdings, LLC and Jasper Station)
Associates, LLC,)
)
Petitioners,)
)
vs.)
)
South Carolina Department of Health and)
Environmental Control,)
)
Respondent.)
_____)

DOCKET NO. 10-ALJ-07-0217-CC

**EXCERPTS FROM 30 (b)(6)
DEPOSITION OF JASPER STATION
ASSOCIATES, LLC**

TO: THE COURT AND ALL PARTIES:

PLEASE TAKE NOTICE that Respondent, South Carolina Department of Health and Environmental Control, pursuant to Rule 32(a)(5), hereby gives notice that it intends to introduce the following excerpts from the 30(b)(6) deposition of Jasper Station Associates, LLC, in its case in chief:

Tr. p. 4, lines 14 – 25
Tr. p. 10, lines 3 – 18
Tr. p. 11, lines 7 – 9
Tr. p. 11, line 13 – p. 12, line 25
Tr. p. 14, lines 3 – 12
Tr. p. 17, lines 3 – 6
Tr. p. 17, lines 10 – 23
Tr. p. 23, line 19 – p. 25, line 20
Tr. p. 26, lines 2 – 18
Tr. p. 26, line 22 – p. 27, line 25
Tr. p. 28, line 2 – p. 29, line 10
Tr. p. 30, lines 7 – 17
Tr. p. 31, line 4 – p. 33, line 15



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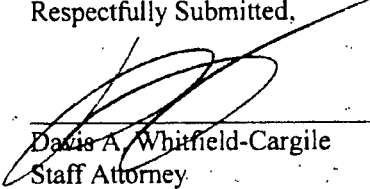
Tr. p. 35, lines 5 – 22

Tr. p. 38, line 12 – p. 39, line 12

Tr. p. 40, line 3 – p. 41, line 8

Tr. p. 43, line 24 – p. 44, line 12

Respectfully Submitted,



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whitficd@dhec.sc.gov

Charleston, South Carolina
August 30, 2010

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 ROBERT GLOVER,

3 having been produced and first duly sworn as a

4 witness, testified as follows:

5 (Whereupon, DHEC Exhibit

6 Number 4 was marked for

7 identification.)

8 DIRECT EXAMINATION

9 BY MR. WHITFIELD-CARGILE:

10 Q Mr. Glover, good to see you again. I
11 am Davis Whitfield-Cargile. I think you know I
12 represent the department.

13 A Yes, sir.

14 Q It is my understanding that you have
15 been designated to speak to questions or issues
16 that I put in a Notice of 30(b)(6) designation?

17 A Yes, sir.

18 Q And you are speaking on behalf of
19 Jasper Station Associates, is that right?

20 A Yes.

21 Q And I will have you look at the Notice
22 of Deposition, and if you could just affirm for
23 me that you are here today to speak to the
24 issues noticed in that deposition?

25 A I am.

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 pertaining to the property before we closed.

3 Q And there were wetlands on the
4 property, is that right?

5 A Yes.

6 Q Was that something that was factored
7 into your decision to close?

8 A Yes.

9 Q And how so?

10 A Because we had a wetlands delineation
11 letter from the Corp of Engineers.

12 Q And was it your intent to fill those
13 wetlands?

14 A Yes.

15 Q Were you aware of any regulatory
16 provisions that might limit your ability to fill
17 those wetlands?

18 A Yes.

19 Q What were those?

20 A We knew that it had to be submitted to
21 DHEC, to the stormwater.

22 Q Were you aware that it would have to be
23 certified as consistent with the CMP?

24 A I am not aware of all those technical
25 terms. But yes, we knew it had to meet their

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 approval.

3 Q Were you aware of policies that limited
4 the ability to fill wetlands for development?

5 A Yes, because we could see all the
6 property around it that had been filled.

7 Q Were you aware that there were
8 limitations on what DHEC would certify?

9 A We knew that there could be, yes.

10 Q Were you aware of the Coastal
11 Management Program?

12 A Not in full detail, no.

13 Q Did Jasper Station -- you entered into
14 a contract to sell a 18.4 acre parcel to DTG?

15 A We did.

16 Q And that sale was contingent on
17 development approvals being obtained, is that
18 right?

19 A That is correct.

20 Q Do you remember when that contract was
21 entered into?

22 A It was in April of '08.

23 Q I am going to mark Exhibit 5, DHEC 5,
24 this contract.

25 (Whereupon, DHEC Exhibit

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 Number 5 was marked for
3 identification.)

4 BY MS. SHAHID:

5 Q I am showing you DHEC 5, is that a copy
6 of the contract?

7 A Yes, the purchase agreement we call it.

8 Q At the time of that purchase agreement
9 had been submitted -- strike that.

10 When the contract was entered into, had
11 Jasper Station already sought approval to fill
12 wetlands on the property?

13 A Yes.

14 Q And was that application pending at the
15 time?

16 A Yes.

17 Q And had a decision been reached on that
18 application?

19 A No.

20 Q Did you all make DTG -- did Jasper
21 Station make DTG aware of the application that
22 was pending with DHEC?

23 A Yes.

24 Q When it entered into the contract?

25 A Yes.

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 BY MR. WHITFIELD-CARGILE:

3 Q How did the -- were you involved in the
4 contract that was entered into between DTG and
5 Jasper Station?

6 A I was.

7 Q What was your role in that?

8 A I was Jasper Station's representative
9 to negotiate the contract.

10 Q So you were the main point person for
11 Jasper Station?

12 A I was.

13 Q When did, I guess, negotiations begin?
14 What started that process?

15 A We started the process approximately a
16 year before the contract was signed.

17 Q So in February of 2000 -- I'm sorry,
18 April of 2007?

19 A Yes, in that range.

20 Q Is that when -- you say -- what do you
21 mean when you say you started the process, what
22 did that entail?

23 A We told them we had a nice piece of
24 property for them to purchase.

25 Q You told DTG?

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 Q Okay.

3 At the time the contract was entered
4 into, there had been no land disturbing activity
5 by Jasper Station, is that right?

6 A That is correct.

7 Q And when did land disturbing first
8 commence?

9 A I don't remember that date.

10 Q In looking at the due diligence
11 paragraph, paragraph 3 of the contract. It
12 says: This purchase agreement is contingent
13 upon the completion of clearing, grubbing, fill
14 grading and seeding of 6.07 acre portion of the
15 above described property. Is that right?

16 A Yes.

17 Q Is that referring to the wetlands on
18 the property?

19 A It is.

20 Q So it was your intent to fill -- to
21 clear, grub, fill, grade and seed those
22 wetlands?

23 A Yes.

24 Q It says: The seller will hold the
25 purchaser harmless for any wetland credit

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 OCRM, and I don't remember the date.

3 Q Do you know what brought that claim on?

4 What triggered that?

5 A Yes, because we waited two years for an

6 answer to our permit application.

7 Q Was there anything that happened

8 contemporaneously, on or about that date that

9 triggered you all to say okay, we are going to

10 ahead and claim coverage by operation of law?

11 A Yes, we made repeated requests to OCRM

12 and it fell on deaf ears.

13 Q That is it, you got tired of asking and

14 waiting for an answer?

15 A Yes.

16 Q There was nothing else that transpired

17 that resulted in your invoking --

18 A Not that I can recall right now.

19 Q In September 30 of 2008 the department

20 sent a letter denying permit coverage, is that

21 right?

22 A Yes.

23 Q And did you receive that letter?

24 A It was received by one of our partners.

25 Q Jasper Station received it?

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 A Yes.

3 Q And I think that is in front of you, is
4 it? It is now, DHEC Exhibit 2.

5 When you received it, was there a
6 notice of appeal procedure attached to it? I
7 think it is probably the last page of that in
8 front of you.

9 A Yes.

10 Q Was that attached to it when you
11 received it?

12 A I am sure it was.

13 Q And did you all make the decision not
14 to appeal it?

15 A Yes.

16 Q Did DTG know that you all -- first, did
17 DTG know that you received that letter?

18 A They did.

19 Q And did you send them a copy of it?

20 A I am sure we did.

21 Q And did you let them know that you were
22 not appealing that letter?

23 A Yes.

24 Q And then when did land disturbing take
25 place on the property? In November, is that

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 right?

3 A It was October or November.

4 Q After you received that letter?

5 A We started the process of land
6 disturbance by making application to Hardeeville
7 before this letter was issued.

8 Q When I say land disturbance, I mean
9 physical work on the ground?

10 A And I am not sure of the exact date the
11 physical work began, but I do know that we
12 started the process of permitting through
13 Hardeeville prior to getting this letter, and it
14 gave OCRM notice of that effect.

15 Q My question is, the actual work on the
16 ground, that took place after you received
17 Exhibit 2, is that right?

18 A I don't remember the date.

19 Q Was it in October or November of 2008?

20 A Yes.

21 Q Does that sound right? I think those
22 are the dates I have heard thus far in
23 communications?

24 A They could be, but they will speak for
25 themselves.

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 Q Were you aware that DHEC disagreed with
3 your claim of permit by operation of law?

4 A Yes, I was.

5 Q Did you make DTG Holdings aware of
6 that?

7 A Yes, we did.

8 Q Did you make them aware of that before
9 they submitted an NOI?

10 A I am not sure of the dates.

11 Q If I represent that they submitted an
12 NOI in February of 2009?

13 A Then yes, we would have made them aware
14 of that before they submitted.

15 Q When you say aware of that, aware that
16 DHEC disagreed with your claim of permit by
17 operation of law?

18 A Yes, sir.

19 Q Was DHEC conducting some investigations
20 of your land disturbance?

21 A I assume.

22 Q And did you or anyone associated with
23 Jasper Station review the NOI that DTG
24 submitted?

25 A No.

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 Q Okay.

3 A We did have it reviewed.

4 Q What do you mean?

5 A We had our consulting engineer review
6 the NOI before it was submitted.

7 Q Who was your consulting engineer?

8 A Thomas & Hutton.

9 Q Was it Ryan Smith with Thomas & Hutton?

10 A No.

11 Q Who was it?

12 A (No answer.)

13 Q Did you just hire Thomas & Hutton and
14 they assigned an engineer?

15 A They assigned an engineer and his first
16 name was Andy, but I don't remember what his
17 last name is.

18 Q Was Thomas & Hutton Jasper Station's
19 agent for permitting purposes?

20 A Yes.

21 Q Were they also DTG's agent?

22 A Yes.

23 Q So you all had the same agent?

24 A Yes, different engineers; the same
25 agent.

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 Q And Thomas & Hutton, did they prepare
3 your application?

4 A Yes.

5 Q The application that DHEC sent a letter
6 denying?

7 A Yes.

8 Q The application that Jasper Station
9 purports to have claimed a permit by operation
10 of law under?

11 A Yes.

12 Q Thomas & Hutton prepared that?

13 A Yes.

14 Q So they were fully aware of that?

15 A Yes.

16 Q The land disturbing, I think there was
17 some -- about six acres of wetlands that were
18 cleared and mucked, and I guess you all
19 purported to fill them and reseed them, is that
20 right?

21 A Yes.

22 Q Is that on the 18.4 parcel that was
23 sold that is the subject of the contract with
24 DTG?

25 A It is.

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 Q So that work took place on the 18.4
3 acre parcel?

4 A Yes.

5 Q And that work was -- Jasper Station
6 purports to have done it under a claim to permit
7 by operation of law?

8 A Yes.

9 Q And that was on the DTG parcel?

10 A Yes.

11 Q Was any other land disturbing -- did
12 anything else take place under this claim to
13 permit by operation of law? Did you all do any
14 other work on the ground?

15 A Not yet.

16 Q So all the work that has taken place
17 under this claim to permit by operation by law
18 was on the 18.4 acre parcel?

19 A No.

20 Q There was other work done?

21 A Yes.

22 Q Where?

23 A There was a roadway cleared from the 18
24 acre parcel to Highway 141.

25 Q Does that connect with Red Oaks Plaza

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 Phase 1?

3 A Yes.

4 Q And that was done also under this claim
5 to permit by operation of law?

6 A Yes.

7 Q And you were aware at the time that you
8 did the work that DHEC disagreed with your claim
9 to permit by operation of law?

10 A Yes.

11 Q You were aware that DHEC denied your
12 permit?

13 A Yes.

14 Q And you were aware that they were
15 investigating your land disturbance immediately
16 after you began it?

17 A Yes.

18 Q How soon after you started land
19 disturbance did DHEC come out and say wait a
20 second, you don't have a permit?

21 A After we had completed the work.

22 Q When you say completed the work, you
23 mean?

24 A We completed the clearing and mucking
25 and filling.

1 WHITFIELD-CARGILE - GLOVER. (DIRECT EXAMINATION)

2 Q How long did that take you to do?

3 A Four months.

4 Q You started in October, but DHEC came
5 out in November, is that right? You got a
6 warning notice November 5, is that right? In
7 front of you is DHEC --

8 A Yeah, that was an inspection. Yes.

9 Q And on November 5 DHEC sent you a
10 letter saying you are doing work without a
11 permit, and we request you to stop your land
12 disturbing activities, is that right?

13 A I don't recall the time.

14 Q DHEC 3, that is a letter that was sent
15 to you November 5, is that right?

16 A Yes.

17 Q And that was after you had begun land
18 disturbing activities, is that right?

19 A Yes, we may have even been
20 substantially complete by then.

21 Q Did you continue doing work after you
22 received that letter?

23 A I think we -- I am not sure about the
24 dates. I know we completed the work.

25 Q Do you know if it was after -- do you

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 know when you completed the work?

3 A No.

4 Q Do you know if it was after you
5 received that letter?

6 A No.

7 Q Do you know if it was in November or
8 December of 2008?

9 A I don't think it would have been in
10 December. It could have been in November, but I
11 am not sure.

12 Q You said it took you four months on the
13 ground. If you started in October and you
14 didn't do anything in December, then the most it
15 could have been on the ground was two months?

16 A It could be.

17 Q And after you did this land disturbing
18 and you cleared and mucked and purported to fill
19 the wetlands, is that when you went to the Corps
20 and asked -- did you go to the Corps and ask for
21 a new wetlands determination or did DTG?

22 A We did.

23 Q And you did that after you cleared and
24 mucked on the wetlands?

25 A The six acres and cleared the roadway

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 and filled the roadway.

3 Q And you went to the Corps of Engineers
4 and asked for a new delineation?

5 A We did.

6 Q And then you gave that to DTG?

7 A Yes.

8 Q And that was for DTG to go and apply
9 for its own permit, is that right?

10 A Yes.

11 Q Did you know that DTG probably would
12 not get a permit if there was still wetlands on
13 the site?

14 A I think we had a reasonable expectation
15 of that, yes.

16 Q Of them not getting the permit?

17 A Yes.

18 Q Are you aware, is that because of the
19 coastal management program that generally
20 prohibits the filling of wetlands for
21 residential or commercial development?

22 A I wouldn't be able to answer that.

23 Q You don't know why? You just know that
24 you weren't likely to get a permit?

25 A I know we had a better chance of

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 obtaining the NOI, is that right?

3 A The partners of Jasper Station had no
4 involvement.

5 Q Your goal was to facilitate the filling
6 of the wetlands so that DTG could have -- could
7 obtain a new delineation from the Corps?

8 MS. SHAHID: Object to the form.

9 BY MR. WHITFIELD-CARGILE:

10 Q Is that right?

11 A Yes.

12 Q And that was your involvement in
13 facilitating their development approvals?

14 A Yes.

15 Q Was it your understanding that if you
16 didn't fill those wetlands the contract would
17 not close?

18 A Yes.

19 Q And you stood to benefit from the
20 filling of those wetlands if the contract
21 closed, is that right?

22 A That is correct.

23 Q Did Jasper Station Associates have an
24 agreement as to how the purchase price would be
25 divided among the entities that owned Jasper

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 regardless of whether you are able to obtain a
3 permit to fill the 23 acre wetlands?

4 A A portion of it.

5 Q Did you have any expectation as to what
6 the fine would be for filling those wetlands if
7 you didn't have a permit?

8 A No.

9 Q Did you have a ballpark figure in mind
10 as to what the maximum liability would be?

11 A No.

12 Q Has this contract been extended?

13 A No.

14 Q Has there been any discussion of
15 terminating the contract with DTG?

16 A There has.

17 Q And has the contract been terminated?

18 A It has.

19 Q So there is no current contract on the
20 property?

21 A There is not.

22 Q And is that because development
23 approvals were not obtained within two years of
24 the date of the contract?

25 A That is correct.

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 Q When was the contract terminated?

3 A Within a day or two of the expiration
4 date.

5 Q So in April of 2010?

6 A Yes.

7 Q Has any other contract been entered
8 into?

9 A No.

10 Q So does DTG have any contractual
11 interest in the property currently?

12 A Not at this time.

13 Q Does any other entity have any
14 contractual interest in the property? Besides
15 Jasper Station?

16 A Are you talking about a purchase
17 contract or what?

18 Q Has Jasper Station since entered into a
19 purchase contract for the property?

20 A No.

21 Q Is there a lien on the property now?

22 A Yes.

23 Q Who holds the lien?

24 A BB&T Bank.

25 Q Are there any other lienholders?

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 A No.

3 Q Is there any other entity besides the
4 Jasper Station and BB&T that has an interest in
5 the property?

6 A Yes.

7 Q Who?

8 A Malphrus Construction.

9 Q How?

10 A They performed the work that was done
11 for the filling and mucking and whatever.

12 And because they didn't get the permit,
13 we owe them that contract price for performing
14 the work.

15 Q Say that again.

16 A At the time this contract was formed --

17 Q When you say this contract, you are
18 pointing to DHEC 5?

19 A Yes. Concurrently there was an AIA
20 contract executed with Malphrus Construction for
21 the mucking and engineering and clearing and
22 filling of those six acres.

23 Q Okay.

24 What is an A.I.A. contract?

25 A It is an Architect Institute something.

1 WHITFIELD-CARGILE - GLOVER (DIRECT EXAMINATION)

2 It is a contract that is normally used between a
3 contractor and an owner for work to be done,
4 whether it is excavation work or a building
5 contract.

6 Q So Malphrus Construction did the actual
7 mucking of the wetlands?

8 A Yes, under a contract with us.

9 Q So what is their interest in the
10 property now? Describe that for me again?

11 A Their interest in the property is that
12 they were to be paid for that work that they
13 performed at the closing of the DTG purchase.

14 Q And you said but since a permit wasn't
15 obtained, now you owe them for the money?

16 A Yes.

17 Q Explain that to me.

18 A Right now there is no scheduled closing
19 for the 18 acres.

20 Q Because the contract had been
21 terminated?

22 A Right. So the A.I.A. contract is due
23 and payable by Jasper Station.

24 Q And I guess so Malphrus Construction
25 holds some sort of a lien to collect on the

1 SHAHID - GLOVER (CROSS-EXAMINATION)

2 Does anyone else have a contractual
3 interest or any interest in the Jasper Station
4 property?

5 A Not that I am aware of.

6 MR. WHITFIELD-CARGILE: I am done.

7 CROSS EXAMINATION

8 BY MS. SHAHID:

9 Q Mr. Glover, on issues related to your
10 permit by operation of law, do you rely on
11 advice of counsel with regard to that?

12 A We do.

13 Q And would you -- what would be the best
14 evidence of when we claim permit by operation of
15 law, your have memory or letters that I wrote
16 that have dates?

17 A The letters that were written by
18 Counsel.

19 Q And if those are inconsistent with your
20 memory, is that just because you don't have a
21 complete chronology in your mind?

22 A You might have to consider my age.

23 Q Okay.

24 Does DTG Holdings have any interest in
25 purchasing the property if the permit that has

1 SHAHID - GLOVER (CROSS-EXAMINATION)

2 been terminated can be restored?

3 MR. WHITFIELD-CARGILE: Object to

4 the form of the question.

5 THE WITNESS: I don't know the

6 answer to that.

7 BY MS. SHAHID:

8 Q Have you had those discussions with

9 them?

10 A We have had the discussions with them,

11 but there has been no fruitful negotiations.

12 MS. SHAHID: That is all I have

13 got.

14 (Whereupon, the deposition of

15 Robert Glover was concluded at

16 4:37 p.m.)

17

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**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

DTG Holdings, LLC and Jasper Station
Associates, LLC,

Petitioners,

vs.

South Carolina Department of Health and
Environmental Control,

Respondent.

DOCKET NO. 10-ALJ-07-0217-CC

**EXCERPTS FROM DEPOSITION
OF RYAN SMITH, P.E.**

TO: THE COURT AND ALL PARTIES:

PLEASE TAKE NOTICE that Respondent, South Carolina Department of Health and Environmental Control, pursuant to Rule 32(a)(5), hereby gives notice that it intends to introduce the following excerpts from the deposition of Ryan Smith, P.E. in its case in chief:

Tr. p. 6, lines 5-7

Tr. p. 9, line 22 - p. 10, line 13

Tr. p. 11, lines 18 - 24

Tr. p. 15, lines 7 - 21

Tr. p. 16, lines 7 - 11

Tr. p. 16, lines 21 - 25

Tr. p. 17, line 10 - p. 18, line 4

Tr. p. 21, line 24 - p. 23, line 16

Tr. p. 25, line 25 - p. 28, line 15

Tr. p. 38, line 5 - p. 39, line 2

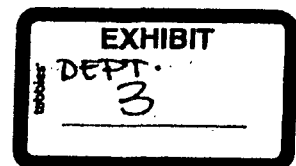
Tr. 39, line 15 - p. 41, line 4

Tr. 43, line 11 - line 25

Tr. 45, line 11 - p. 46, line 7

Tr. p. 47, lines 7 - 12

Tr. p. 48, lines 7 - 20



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Tr. p. 48, line 24 – p. 49, line 21

Tr. p. 50, lines 4 – p. 51, line 22

Tr. p. 54, lines 15 – 18

Tr. p. 55, line 18 – p. 56, line 2

Tr. p. 56, line 10 – p. 57, line 22

Tr. p. 59, lines 13 – 22

Tr. p. 60, line 5 – p. 61, line 4

Tr. p. 62, line 21 – p. 63, line 17

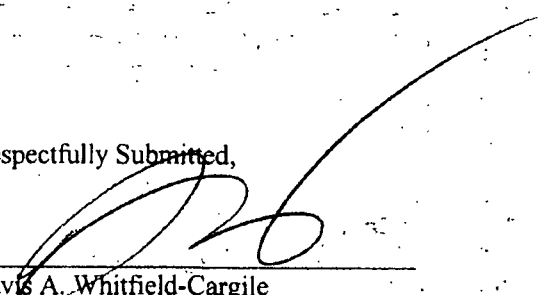
Tr. p. 64, line 7 – p. 66, line 22

Tr. p. 70, lines 10 – 16

Tr. p. 81, line 24 – p. 82, line 10

Tr. p. 84, line 17 – p. 85, line 24

Respectfully Submitted,



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Charleston, South Carolina
August 30, 2010

21099.102

THOMAS & HUTTON ENGINEERING, P.C.



Project Kickoff Briefing

PROJECT: Red OaksJOB NO.: 21099

DATE:

CLIENT:

PROJECT OFFICE:

PROJECT MGR. R. Smith

BASIS OF PROJECT

- Description: Road Design / Storm Design - 20 hrs / Water Sewer
grading lots - 1200 ft road using ditches / Pump Station FIM → 141 or upgrade
existing FIM
- Scope of Services: Investigate what do I need / What do I have / Start design by Wed 10-8-09

24th plans should be complete - Water & Sewer Report / Stormwater Report

- Deliverables: Site Plans - Design Reports - Permit packages

- Design Fee: (Lump Sum or T&E) - please circle

Construction Budget:

SCHEDULE

- Complete By: Survey: / / Design: / / Submit Permits: / /
- Deadlines/Milestones:

COORDINATION

	Y/N	Notes
1 Project folders set up?	Y	<u>Good Assign To 6 #</u>
2 Any special client requests/unique req's?	Y	<u>Clearing Mass grading 1200ft & 1/2 mile grading</u>
3 Topo survey/base info received?	Y	<u>Datum 29 - Lide 88</u>
4 Has client-supplied data been received?	Y	<u>Boundary & Topo data received / survey completed by TGS</u>
5 Special accounting/invoicing?	N	
6 Third party furnished info delivered?	N	
7 Early unresolved tech issues, agency coordination or info need to be resolved?	Y	<u>Work items to be cleared w/ OCRM permit prior to OCRM</u> <u>submitted we will need a re wet letter or current TQ for</u>

Compliance

- Sub-consultants: Rosser (Pump Station)
- Other consultants:
- Drafting standards: TH
- Permit requirements identified:
- QA/QC checkpoints (30, 60, 90, constructability review):
- Point of Contact / Communication:

PRIORITIES

- Stormwater Routing / Road grade elevations
- Sewer / Pump Station location routing
- Water Sizing - Model
-

NEXT STEPS

-
-
-
-

Remarks:

Ask Gabe who did existing ground Topo. Where is my out call

EXHIBIT

DEPT 21

001117

* ICPR \$2000 20 hours

* Design → Everything → 70 hours → me
Plus/Reports 40 hours → must Ford

Check progress $\frac{1}{3}$ of the way along

AIA Document A101™ - 1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Seventh day of April in the year of Two Thousand Eight
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Jasper Station Associates, LLC
Rick Turner, Agent
C/o Gateway Realty
2 Belfair Oaks Blvd.
Bluffton, SC 29910

and the Contractor:
(Name, address and other information)

Malphrus Construction Company, Inc.
P.O. Box 21299
Hilton Head, SC 29925
Telephone Number: 843-379-5700
Fax Number: 843-379-5777

The Project is:
(Name and location)

Proposed Malphrus Tract
Ridgeland, SC

The Scope is as follows:
(Name, address and other information)

Clearing and grubbing, fill, grading and seeding of the 6.07 acre portion (as shown on the topographical survey as performed by TGS Land Surveying, Ridgeland, SC). Of the 18.41 acre PARCEL B Tract and the clearing, grubbing, fill, grading and seeding of the access road 50' R/W connecting Highway 141 with the 18.41 acre parcel described in the Purchase Agreement dated April 8, 2008.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be

reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

Init.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 60 days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Seventy-six Thousand Three Hundred Sixty-six Dollars and Thirty Cents (\$176,366.30), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

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§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
Please see attached Schedule of Values.		

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Zero percent (0.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Zero percent (0.00%);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

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1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6. TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

6.5% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business; the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

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§ 7.3 The Owner's representative is:
(Name, address and other information)

Rick Turner, Agent
C/o Gateway Realty
2 Belfair Oaks Blvd.
Bluffton, SC 29910

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Gregg A. Malphrus
P.O. Box 21299
Hilton Head, SC 29925

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

Document	Title	Pages

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

(Table deleted)

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

(Table deleted)

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1 - Attached		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

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§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Addendum 1

Ref 4-8-08
4-8-08

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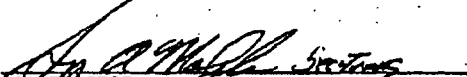
User Notes:

(2816729834)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Rick Turner, Agent
(Printed name and title)


CONTRACTOR (Signature)

Gregg A. Malphrus, Secretary-Treasurer
(Printed name and title)

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AIA ADDENDUM 1

This Addendum hereby amends the AIA Contract between Jasper Station Associates, LLC (hereinafter referred to as "Owner") and Malphrus Construction Company, Inc. (hereinafter referred to as "Contractor") for the following scope of work.

Topographical Survey as performed by TGS Land Surveying Ridgland, SC, clearing, grubbing, fill, grading and seeding 6.07 acre portion of the 18.41 acre PARCEL B and the clearing, grubbing, fill, grading and seeding of the ACCESS ROAD 50' R/W connecting Highway 141 with the 18.41 acre parcel described in Purchase Agreement dated April 8, 2008 and attached hereto.

Article 5: Payments is hereby amended as follows: Owner will pay Contractor in a lump sum at the Closing of the Property as described in the Purchase Agreement. Should the permits called for by the Purchase Agreement not be issued by all government agencies or either party terminates the Purchase Agreement under the terms of the Purchase Agreement within 60 days of the work completion, the Contractor may give the Owner a 45-day written notice to pay contract sum in full. This Addendum supercedes Article 5 of this AIA document.

Article 8.1.3: There is no project manual for this project and therefore no supplementary information to this contract except for the topographical drawing attached to the Contract.

Hold Harmless

The Owner will issue a Notice to Proceed to the Contractor once the permit has been issued for clearing, grubbing, fill, grading and seed ing of the 6.07 acres. Should any governmental agency stop the work or file for litigation or assess fines to the Contractor or cause any liability whatsoever to the Contractor except for faulty workmanship and public liability caused by the Contractor's operation, the Owner will hold the Contractor harmless and bare the cost of any liability directed toward the Contractor for its performance of this work.

DATE:	9/26/2007						
OWNER:						MALPHRUS CONSTRUCTION CO., INC	
PROJECT:	MALPHRUS BACK LOTS					PHONE# 843-378-5700	
ENGINEER:						Fax # 843-378-5777	
SITE WORK PROPOSAL:							
	Description			Quantity	UOM	Unit Price	Extension
	~~PROPOSED MALPHRUS TRACT~~						
	CLEARING & GRUBBING						
	WETLAND		6.07 AC	6.07	AC	\$4,800.00	\$29,136.00
	EROSION CONTROL			1	LS	\$16,304.50	\$16,304.50
	CONSTRUCTION ENTRANCE		1 EA				
	SILT FENCE, TYPE A, INSTALL		3887 LF				
	SILT FENCE, TYPE A, MAINTAIN		3887 LF				
	WATER MONITORING		2 MO				
	NPDES		1 LS				
	EROSION CONTROL		1 LS				
	EARTHWORK			1	LS	\$84,751.00	\$84,751.00
	STRIPPING, WETLAND PORTION		6558 CY				
	~~BORROW EMBANKMENT, WETLAND PORTION~~		~~8928 CY~~				
	GRADING			1	LS	\$7,373.20	\$7,373.20
	FINE GRADE UNSPECIFIED, WETLAND		29378 SY				
	INTERNAL BROOMING		6 DAY				
	FINAL BROOMING		1 LS				
	MOBILIZATION			1	LS	\$850.00	\$850.00
	LAYOUT			1	LS	\$2,200.00	\$2,200.00
	MISC. ITEMS						
	GRASSING, PERMANENT		29378 SY			\$0.40	\$11,751.80
	TOPO		1	LS		\$14,000.00	\$14,000.00
							\$176,366.30

RHP 4-8-05
 Ar 4-8-05

Andy Smith

From: Kentuckybg@aol.com
Sent: Tuesday, March 25, 2008 5:07 PM
To: Andy Smith
Cc: Gregg Malphrus
Subject: Re: AIA Contract Changes attached

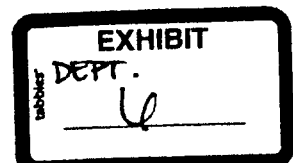
Andy,

It is my understanding from my conversation with Gregg that Malphrus is clearing, grubbing, grading and seeding the full 800' and filling only the low area of the wetlands, which is necessary in order to draw attention to the fact that all of this work is being done so that OCRM will not be able to say that we performed this work in the middle of a wooded area at midnight in an attempt to sneak it in. If you have any questions, please advise. Thanks.

Bob Glover

Mostly Commercial
27 Sweet Olive Drive
Beaufort, SC 29907
843.379.6397 Home Office
843.379.2117 Fax
843.384.7148 Cell

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Andy Smith

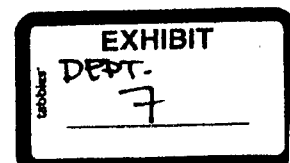
From: Kentuckybg@aol.com
Sent: Wednesday, April 09, 2008 12:22 PM
To: Andy Smith
Subject: Jasper Station contract
Attachments: Malphrus Purch Agrt Final 4.9.08.doc

Andy,
I've bolded the changes to the Due Diligence paragraph. If you agree, then we should set up another time for signatures.
Thanks.

Bob Glover

Mostly Commercial
27 Sweet Olive Drive
Beaufort, SC 29907
843.379.6397 Home Office
843.379.2117 Fax
843.384.7148 Cell

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From: Andy Smith [AndyS@Malphrus.com]
Sent: Wednesday, February 04, 2009 5:00 PM
To: Callaway, Darrell; Smith, Ryan
Subject: RE: DTG
Attachments: image001.jpg; image002.jpg

Is the lagoon in a wetland? If it is then the statement that there are no wetlands is false.

From: Callaway, Darrell [mailto:callaway.d@thomas-hutton.com]
Sent: Wednesday, February 04, 2009 5:02 PM
To: Andy Smith; Smith, Ryan
Subject: RE: DTG

The additional acreage is for the lagoon.

Darrell K. Callaway
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com/>> callaway.d@thomas-hutton.com
<<mailto:email@thomas-hutton.com>>
(P) 912-721-4342 (F) 912-234-2950

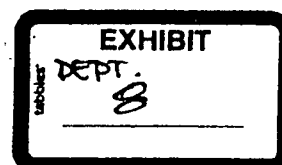
From: Andy Smith [mailto:AndyS@Malphrus.com]
Sent: Wednesday, February 04, 2009 4:46 PM
To: Callaway, Darrell; Smith, Ryan
Subject: RE: DTG

The permit says 21.7 acres, but we are only purchasing 18.41????

From: Callaway, Darrell [mailto:callaway.d@thomas-hutton.com]
Sent: Wednesday, February 04, 2009 4:05 PM
To: Andy Smith
Subject: RE: DTG

Andy,

Please have Gregg sign the NOI in blue ink as discussed. We will need a check in the amount of \$2125 for our submittal. Please mail these back as soon as you can or I can arrange for one of our field guys to stop buy and pick them up if need be. Just let us know. If you have any questions give us a call.



001130

Thanks,

Darrell K. Callaway
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com/>>
callaway.d@thomas-hutton.com <<mailto:email@thomas-hutton.com>>
(P) 912-721-4342 (F) 912-234-2950

From: Andy Smith [<mailto:AndyS@Malphrus.com>]
Sent: Wednesday, February 04, 2009 3:46 PM
To: Callaway, Darrell
Subject: FW: DTG

Here you go.

From: Henry Reynolds
Sent: Monday, October 20, 2008 1:13 PM
To: Andy Smith
Subject: RE:DTG

20-4860061

Henry Reynolds, VP Finance/CFO, CPA

Malphrus Construction Company, Inc.

PO Box 21299

Hilton Head Island, SC 29925

Office: 843-379-5700 Fax: 843-379-5777

www.malphrus.com <<http://www.malphrus.com/>>

001131

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From: Andy Smith
Sent: Monday, October 20, 2008 1:11 PM
To: Henry Reynolds
Subject: DTG

Do you have an EIN number for DTG Holdings?

Andy Smith,

Malphrus Construction Company, Inc

PO Box 21299

Hilton Head Island, SC 29925

Office: 843-379-5700 Fax: 843-379-5777

www.malphrus.com <<http://www.malphrus.com/>>

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AndyS@
Malphrus.com

THOMAS & HUTTON ENGINEERING CO.

50 PARK OF COMMERCE WAY
POST OFFICE BOX 2727
SAVANNAH, GEORGIA 31402-2727
TELEPHONE (912) 234-8300
FAX (912) 234-2950

Smith.r@thomas-hutton
com

October 16, 2008

Mr. Andy Smith
Area Manager
Malphrus Construction Co., Inc.
30 Red Oaks Lane
Ridgeland, SC 29936

810-3444

Re: Red Oaks Plaza Phase 3

Dear Andy:

As you are aware, we are in the process of completing the Land Disturbance package to submit to OCRM for Phase 3 at Red Oaks. A portion of the package is the Notice of Intent (NOI). Section IV of the NOI deals with Waterbody Information. Specifically it asks if any wetlands, either Jurisdictional or Non-Jurisdictional exist onsite, if they have been delineated, if they have been impacted, and the amount of impacts to each. If impacts to Non-Jurisdictional wetlands exist, we must identify these impacts on the drawings and submit a statement defining the impacts and discussing mitigation methods if necessary.

Typically we would obtain the requested information from a wetland plat and USACOE approved Jurisdictional Determination (JD) for the site. This plat and JD would be submitted with the NOI to OCRM.

As you are aware, the current wetland plat and JD indicate Non-Jurisdictional wetlands exist within the land disturbance area of Red Oaks Phase 3. As you are also aware, the current property owner has cleared and filled the wetlands in question. In the letter dated September 30, 2008, and addressed to Dan Lynch, OCRM denied the permit application request for such impacts. The response letter to OCRM from McNair Law Firm, P.A. dated October 8, 2008, states the "letter of September 30, 2008, is unenforceable and constitutes and 'Ultra Vires' act. The Department does not have the authority by statute or regulation to render a permitting decision when there is no permit application pending before the Department. And, the Department does not have the authority, by statute or regulation, to deny coverage under the NPDES General Permit for Stormwater Discharges, SCR100000, once coverage has been obtained by default through operation of S.C. Code Reg. 72-305(M)."

In order to complete the application, we will need to be advised on how to fill out Section IV of the NOI. If we are to state that no wetlands exist on site, we will need a letter of determination from the USACOE stating such. If we are to state that wetlands exist onsite, we will need to be advised on how to deal with the impact acreage and accompanying statement. While the letter by McNair Law Firm, P.A. indicates the previous land disturbance activities were within

EXHIBIT

DEPT. 9

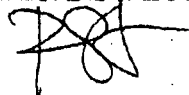
Mr. Andy Smith
Malphrus Construction Co., Inc.
October 16, 2008
Page Two

the regulations, it does not advise us (as that was not the intent) on how to permit future land disturbance activities such as the development of Red Oaks Phase 3. Without guidance, Thomas & Hutton can't complete the Notice of Intent and submit to OCRM for this project.

As a potential solution, we could indicate wetlands exist onsite, submit the current plat and JD, and accompany the package with a letter stating what events have previously occurred. Please let us know how you would like us to proceed.

Sincerely,

THOMAS & HUTTON ENGINEERING CO.



Ryan M. Smith, P.E.

RMS/ks
Enclosure

001134

Shahid, Mary

From: Gregg Malphrus [GreggM@Malphrus.com]
Sent: Thursday, April 08, 2010 4:13 PM
To: Kentuckybg@aol.com
Cc: Andy Smith
Subject: Purchase Agreement Termination

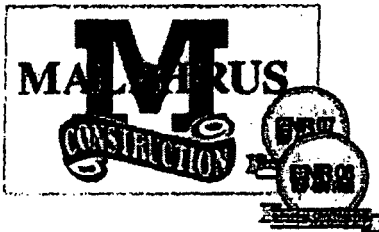
Bob,

Pursuant to the terms of the Purchase Agreement dated April 8th, 2008 and signed April 10th, 2008 between Jasper Station Associates, LLC and DTG Holdings, LLC for the 18.41 acres near Highways 41 and 170 in Jasper County, SC, please accept this notice of termination of the contract. Andy Smith will follow up with you soon regarding some of the factors which resulted in this termination for your information.

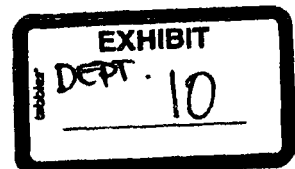
Thanks,

Gregg A. Malphrus
DTG Holdings, LLC

Gregg Malphrus, Secretary/Treasurer
Malphrus Construction Company, Inc
PO Box 21299
Hilton Head Island, SC 29925
Office: 843-379-5700 Fax: 843-379-5777
www.malphrus.com



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From: Smith, Ryan
Sent: Tuesday, October 21, 2008 4:20:09 PM
To: Smith, Gabe
Subject: FW: Follow up re: Ryan Smith's letter of 10/16
Importance: Normal

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com
smith.r@thomas-hutton.com
(P) 912-721-4196 (F) 912-721-4296

From: Shahid, Mary [mailto:MSahid@mcnair.net]
Sent: Tuesday, October 21, 2008 4:19 PM
To: Smith, Ryan
Cc: 'AndyS@malphrus.com'; 'Dan Lynch'; 'kentuckybg@aol.com'
Subject: Follow up re: Ryan Smith's letter of 10/16

Here are my suggestions on how to compete the NOI:

Section III. B: Previous state permit/file number: 27-02-03-02/27-06-08-01

(Ryan included the previous Red Oaks number and I added the previous Jasper Station number.)

Section IV. Waterbody Information: "No" Jurisdictional Wetlands
"No" Non-Jurisdictional Wetlands

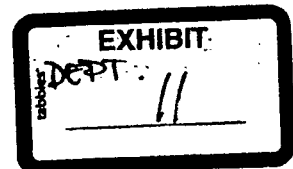
But - In order to indicate "No" on the wetlands section we need a new "No Wetlands" letter from the Corps. Ryan is concerned about how long it might take to get the letter (at least 3 months). I suggest that Dan could get Asher Howell involved and maybe if Asher is able to make it a priority we can get something from the Corps sooner than 3 months. I would suggest that we take the original delineation letter to the Corps, which is still valid, and let them know that we have impacted some portion of the non-jurisdictional wetland shown, and just ask them to confirm that there are no wetlands on the 18.4 acre site. I think Asher would know how to get this done relatively quickly so let me know if I can discuss this with him.

This would constitute full disclosure to OCRM: including the Jasper Station permit # and getting the Corps to revise their earlier wetland letter. It might trigger some reaction from OCRM, but it is also possible that the application will go through without too much scrutiny since there will be no wetland impacts involved.

Call me - (843) 973-6853 - if you have any questions.

CIRCULAR 230 DISCLOSURE

TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, WE INFORM YOU THAT ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF (I) AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE OR (II) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR MATTER ADDRESSED HEREIN. THIS ADVICE MAY NOT BE FORWARDED (OTHER THAN WITHIN THE TAXPAYER TO WHICH IT HAS BEEN SENT) WITHOUT OUR EXPRESS WRITTEN CONSENT. TO READ MORE ABOUT THIS DISCLOSURE, PLEASE SEE <http://www.mcnair.net/230.pdf>.



MCNAIR

November 17, 2009

VIA FIRST CLASS MAIL

Greg A. Malphrus,
Agent
DTG Holdings, LLC
30 Red Oaks Lane
Ridgeland, S. C. 29936

Mary D. Shalton
mshalton@mcnair.net
T: (843) 727-7531
F: (843) 727-3227

Re: Purchase Agreement -- April 10, 2008 -- Jasper Station Associates, LLC
(Seller) and DTG Holdings, LLC (Buyer)

Dear Mr. Malphrus:

This office represents Jasper Station Associates, LLC. ("Jasper Station") in matters related to the above referenced Purchase Agreement and property known as the Jasper Station Tract. This letter is in response to an e-mail, received on November 12, 2009, from Amanda Nodolf of the South Carolina Department of Health and Environmental Control ("SCDHEC"), Office of Ocean and Coastal Resource Management ("OCRM"). In her message Ms. Nodolf suggests *"possible options for DTG Holdings to withdraw the current coverage for Red Oaks Plaza Phase 3 and resubmit (as an alternative to permit termination)."*

On March 27, 2009, DTG Holdings, LLC. ("DTG") obtained authorization from SCDHEC in accordance with SCDHEC's General NPDES Permit for Stormwater Discharges from Large and Small Construction Activities, to commence development of the 18.41 parcel that is the subject of the above-referenced Purchase Agreement and part of the Jasper Station Tract. However, on August 21, 2009, SCDHEC notified DTG that it was initiating termination proceedings regarding the March 27, 2009, authorization. The basis for termination stated by SCDHEC was the "failure to disclose all relevant facts" and "misrepresentation of relevant facts."

As you are aware, in July of 2006, Jasper Station submitted a permit application identical to the one submitted by DTG seeking authorization to clear, muck and fill isolated, non-jurisdictional wetlands within the Jasper Station Tract. SCDHEC staff failed and refused to respond to the permit application, and failed and refused to respond to the City of Hardeeville when Jasper Station sought a permit from the City. Jasper Station invoked its legal remedies under State law, and obtained permit coverage by operation of law, and notified SCDHEC in May of 2007, of its intent to proceed with land disturbing activities. SCDHEC has been well informed by Jasper Station, its permitting agents, its legal counsel, and the City of Hardeeville, of all activities regarding

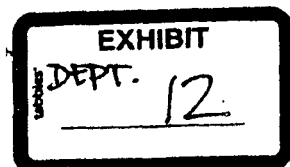
McNair Law Firm, P. A.
107 Cooper Street, Suite 200
Charleston, SC 29401

Mailing Address
P.O. Box 1431
Charleston, SC 29402

11/17/09

ANDERSON CHARLESTON BLUFFTON CHARLESTON CHARLOTTE COLUMBIA GEORGETOWN GREENVILLE MYRTLE BEACH

001137



the Jasper Station tract since May of 2007. To date SCDHEC has taken no affirmative action to prevent Jasper Station from continuing to perform site prep work and to develop and sell parcels within the Jasper Station Tract. SCDHEC has, however, interfered with Jasper Station's and DTG's contractual rights in this most recent effort to terminate DTG's permit coverage. Acutely aware of the weaknesses in its legal position, SCDHEC chooses to interfere with Jasper Station's development plans indirectly, rather than by bringing direct legal or administrative action against Jasper Station.

We have worked cooperatively with your permitting agent, Thomas & Hutton Engineering Co., Inc., in responding to SCDHEC's Notice of Termination. I have reviewed the permit application, including the Notice of Intent (NOI) and all required attachments, and it is apparent that all relevant facts were disclosed to SCDHEC including the fact that the 18.41 acres is part of the Jasper Station Tract.² With regard to SCDHEC allegations that a relevant fact was "misrepresented" when your permitting agent showed DTG as landowner instead of Jasper Station, our position is that this is not a misrepresentation, nor is it relevant that Jasper Station is the land owner, since title to the 18.41 acres would have vested in DTG Holdings, LLC, prior to implementation of SCDHEC's approval.

Jasper Station urges DTG to reject Ms. Nodolf's suggestion that it resubmit its request for a permit and to object to termination of permit coverage. There is no legal basis to support termination of permit coverage. The termination action is motivated solely by SCDHEC's desire to prevent further development and sale of lands within the Jasper Station Tract. Should DTG decide to cooperate with SCDHEC and to withdraw the permit application and resubmit as suggested by Ms. Nodolf, please be advised that such cooperation is outside the scope, terms, conditions, and contingencies of the Purchase Agreement. Those contingencies were satisfied by issuance of the authorization to commence development on March 27, 2009. SCDHEC's enforcement action regarding land clearing activities on the Jasper Station tract and SCDHEC's efforts to terminate DTG permit coverage are not grounds for delay of closing or cancellation of the parties' obligations under the Purchase Agreement.

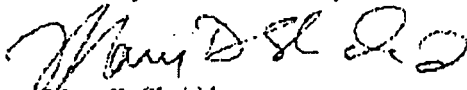
¹ In fact the only legal action pending was initiated by Jasper Station, in the Court of Common Pleas in Colleton County, in an effort to obtain judicial declaration that Jasper Station has permit coverage by operation of law. SCDHEC has caused delay in this legal action by filing Motions and postponing hearing dates.

² On October 21, 2008, I sent an e-mail message to your permitting agent and requested that he include the specific permit application number assigned to Jasper Station in 2006 on the Department's application form. This information was not included on the permit application when it was submitted to SCDHEC. This may have been an oversight or your agent may have simply concluded that the information was superfluous and unnecessary, but to the extent that Jasper Station was consulted our intent was to provide sufficient disclosure to SCDHEC regarding the connection between the 18.41 acres and the Jasper Station tract.

Greg A. Malphrus,
November 17, 2009
Page 3

M C N A I R

Sincerely,



Mary D. Shahid

cc: Jasper Station Associates, LLC

From: Smith, Ryan
Sent: Tuesday, August 03, 2010 2:01 PM
To: Bohannon, Mitchell
Subject: OCRM Case
Attachments: Waiver.docx

Mitchell,

I have been asked to participate in the hearing on August 31, and September 1 in Columbia. I want to send this for execution to Mary and her clients.

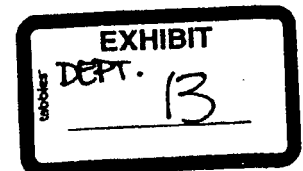
Are you fine with that? I will copy you on my email.

Ryan M. Smith, P.E., LEED AP
Principal
Thomas & Hutton

www.thomasandhutton.com <<http://www.thomasandhutton.com>> smith.r@thomasandhutton.com
<<mailto:email@thomasandhutton.com>>
(P) 912-721-4196 (F) 912-721-4296

"Relationships and Solutions for Success"

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001140

WAIVER

In consideration of the Consultants' services to be rendered on August 31, and September 1, 2010 regarding the legal proceedings related to Jasper Station/Red Oaks Phase 3, Jasper Station Holdings and related entities agree to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Consultant (Thomas & Hutton Engineering Co.), Consultants Client (DTG Holdings, LLC), its officers, directors, employees, agents, sub-contractors or sub-consultants, which may arise out of or in connection with this Project.

From: Smith, Ryan
Sent: Thursday, August 05, 2010 4:21 PM
To: Wysocki, Kathy
Subject: Please put on letter head
Attachments: Waiver.docx

Thanks

Ryan M. Smith, P.E., LEED AP
Principal
Thomas & Hutton

www.thomasandhutton.com <<http://www.thomasandhutton.com>> smith.r@thomasandhutton.com
<<mailto:email@thomasandhutton.com>>
(P) 912-721-4196 (F) 912-721-4296

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WAIVER

The Consultant agrees to participate in the legal proceedings related to Jasper Station/Red Oaks Phase 3. In consideration of the Consultant's participation, Jasper Station Holdings and related entities agree to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Consultant (Thomas & Hutton Engineering Co.), Consultants Client (DTG Holdings, LLC), its officers, directors, employees, agents, sub-contractors or sub-consultants, which may arise out of or in connection with this Project.

By:

Jasper Station Holdings, LLC

By:

Thomas & Hutton Engineering Co.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into on the 8th day of April, 2008 by and between Jasper Station Associates, LLC (hereinafter "Seller") by Richard Turner, Agent, and DTG Holdings, LLC (hereinafter "Purchaser"), by Gregg A. Malphrus, Agent and/or assigns.

IN CONSIDERATION of the premises and of the mutual promises and covenants herein contained, the Seller and Purchaser agree as follows:

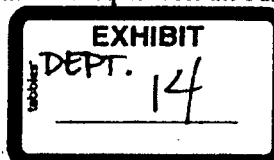
1. Property. The Seller agrees to sell and the Purchaser agrees to purchase the real estate known as 18.41 acre PARCEL "B" with access road 50' R/W to Highway 141, located directly northeast of Malphrus property on Hwy 170 in Jasper County, SC, as shown on the attached plat of Jasper Station Associates, LLC a boundary and division of Tax Map #080-00-03-065 near Cherry Point, Jasper County, SC as prepared by TGS Land Surveying, Ridgeland, SC City of Hardeeville Development Standards "EXEMPT FOR RECORDING" signed and dated 3/18/08. Seller is annexing this tract into the town of Hardeeville, SC.

2. Purchase Price. The Purchase Price of the Property is two million two hundred nine thousand two hundred dollars (\$2,209,200.00 dollars).

- (a) In Cash and Owner Financing at Closing
- (b) No later than 10 days after full execution of Purchase Agreement, Purchaser will deposit with the Escrow Agent one hundred dollars (\$100.00).
- (c) The Owner will finance \$1,100,000.00 for 12 months, with a Second Position to the Purchaser's bank at an interest rate of 1/2% (.05) APR or a maximum of five thousand five hundred dollars (\$5,500.00). Interest and principle payment will be made in a lump sum on or before due date which is twelve months from the first closing. There will be no prepayment penalty.
- (d) Earnest Money Deposit will be applied to Purchase Price at Closing.

3. Due Diligence. This Purchase Agreement is contingent (#1) upon the completion of clearing, grubbing, fill, grading and seeding of 6.07 acre portion of the above described property. The Seller will hold the Purchaser harmless for any wetland credits assessments or fines that may be charged by the government agencies as a result of the filling and grading of the 6.07 acres. A Contract to perform this work is attached hereto for reference. This Purchase Agreement is contingent (#2) upon the acceptance, approvals and permits by all governmental agencies as required for the Purchaser's full development of all 18.41 acres. This Purchase Agreement is further contingent (#3) upon proper zoning being granted by the City of Hardeeville, SC for the Purchaser's intended use of the property. Should acceptance by all governmental agencies not be obtained before 2 years from the date of this Purchase Agreement, the Purchase Agreement may be terminated by either party with a written notice before the end of the Due Diligence. In order to apply for permits as required for necessary approvals from all government agencies as required for the Purchaser's full development of all 18.41 acres, the Purchaser must have engineering drawings and engineering submittals. The estimated cost as shown in the Thomas and Hutton Engineering Proposal for this work dated March 15, 2008 (attached by reference) shows a total fixed fee of \$30,650.00 plus a total T&E budget of \$14,300.00. Should the required permits from the governmental agencies not be issued and/or approved for any reason other than faulty work, the Seller will reimburse the Purchaser all cost concerning same and take title to all work product developed by Thomas and Hutton for this project.

4. Closing. (See Par.3 Due Diligence.) It is agreed by the parties hereto that the terms of this Contract shall be complied with. The Closing of this transaction will take place in the Purchaser's Attorney's office and shall be 60 days from the later of the following: receipt of written verification from the governing agencies that the contract work as described in Par. 3 (Due Diligence) is acceptable and complete, or written verification of the government agencies as required for the Purchaser's full development of all 18.41 acres.



RA 4-10-08
4-10-08

5. Conveyance. The Seller shall convey good and marketable title to the Property to Purchaser in fee simple by general warranty deed, free and clear of all encumbrances except those specifically agreed to be assumed by Purchaser. Seller shall assign to Purchaser, and shall execute necessary documents at Closing to effect such assignment, all right, title and interest it may have in the Contract Rights appertaining to the Property. All real property taxes and other applicable items shall be prorated as of the Closing Date. Purchaser shall not be responsible for any rollback taxes assessed on the Property for tax periods prior to the date of closing. Seller shall provide, at closing, executed seller closing affidavits and gap indemnity as reasonably required by Purchaser's legal counsel and title insurance company.

6. Closing Expenses. Seller shall be responsible for paying the Deed Recording Fee as required by Section 12-24 of the Code of Laws of South Carolina 1976, as amended (formerly referred to as documentary stamps) and Roll Back Taxes for tax periods assessed prior to the date of closing, as well as for preparation of the deed. Purchaser shall be responsible for all financing costs, attorney fees in connection with the title examination, title insurance costs, any other fees for recording the deed, any loan documentation. As to any other expenses associated with Closing, Seller and Purchaser will pay such closing expenses customarily paid by sellers and purchasers in Jasper County, South Carolina.

7. Seller's Representations. To the best of Seller's knowledge and relied upon by Purchaser:

(a) Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to all of the Property.

(b) Options. No options or other contracts are still outstanding giving any other party a right to purchase any interest in the Property or any part thereof.

(c) Condition of Property. See Par. 1 (Property, concerning Annexation) and Par. 3 (Due Diligence). Seller has no knowledge of any special or unusual construction requirements that would be necessary for development of the Property, except as provided in the approved development plat regarding setbacks and other such requirements as provided by the various governing agencies.

(d) Condemnation Proceedings; Roadways. There are no condemnation or eminent domain proceedings pending or contemplated against the Property or any part thereof and the Seller has received no notice, oral or written of the desire of any public authority or other entity to take or use the Property or any part thereof.

(e) Pending Litigation. Seller is not now a party to any litigation affecting the property, or any part thereof or affecting Seller's right to sell the Property, and Seller knows of no litigation or threatened litigation affecting the Property, or any part thereof. Seller shall give Purchaser prompt notice of the institution prior to closing of any such litigation.

(f) No Encroachments. No structure of any kind encroaches on the land, nor do any other encroachments whatsoever exist.

(g) Events Prior to Closing and Other Information. See Par. 1 (Property) and Par. 3 (Due Diligence). Seller will not cause or permit any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing. Seller agrees to immediately notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of any of the above representations. Seller has no knowledge or information of any facts or circumstances that would adversely affect the development of the Property which are not set forth in this Agreement.

(h) Further Acts of Seller. On or before the closing date, Seller will do, make,

JP 4-10-08
AK 4-10-08

execute and deliver all such additional and further acts, things, deeds, instruments and documents as may be reasonably required by Purchaser to completely vest in and assure to Purchase full rights in or to the Property.

8. Seller Authorization. At Closing, Seller shall provide to Purchaser evidence of all authorizations required for the conveyance of the Property and shall execute all documentation reasonably requested by Purchaser's title company.

9. Brokerage Fees/Disclosure. Each party represents and warrants to the other that they have dealt with no real estate broker other than Robert Glover d/b/a Mostly Commercial and Richard Turner of Gateway Realty, LLC. Mostly Commercial and Gateway Realty, LLC shall receive a sales commission as outlined in their agreement with the Seller, to be paid by the Seller upon closing of the transaction. Each party hereto agrees to indemnify and hold harmless the other party for any claim of any other commission by others arising by, through or on account of the acts of such party. The real estate brokers in this transaction agree by the acceptance of this Purchase Agreement, that the commissions will be deemed to have been earned when and if, the matter closes.

10. Notices. Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Purchase Agreement shall be in writing and shall be transmitted via first-class mail to the Seller or the Purchaser, as the case may be, at the addresses below:

To Seller:
Jasper Station Associates, LLC
Rick Turner, Agent
c/o Gateway Realty
2 Belfair Oaks Blvd
Bluffton, SC 29910

To Purchaser:
DTG Holdings, LLC
Gregg A. Malphrus, Agent
30 Red Oaks Lane
Ridgeland, SC 29936

Copy to:
Seller's Attorney:
Cary S. Griffin
23-B Shelter Cove Lane, Suite 400
Hilton Head Island, SC 29928

Copy to:
Purchaser's Attorney:
Barry L. Johnson, P.A.
10 Pinckney Colony Road, Suite 200
Bluffton, SC 29910

11. Condemnation. In the event that at the time of closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Purchase Agreement and recover its deposit hereunder, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly. In the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency, Purchaser shall have the right to receive and retain any proceeds received or delivered in furtherance of such condemnation or purchase.

12. No Joint Venture. It is understood and agreed between the parties hereto that this is a contract for the sale of real estate and is in no way to be considered a joint venture between Seller and Purchaser.

13. Miscellaneous. This Contract shall be binding upon and shall inure to the benefit of Seller and Purchaser, their respective successors, successors-in-title, legal representatives, heirs and assigns. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. There are no verbal representations, inducements, promises or agreements not expressly set forth herein which shall be of any

1 RHP 4-10-

force or effect. At Purchaser's election, a short form Memorandum of Contract shall be executed for recording purposes. If either party is required to institute suit against the other party to enforce its rights under this Contract and if either party obtains a valid judgment against the other party, the non-prevailing party agrees to pay all reasonable costs, expenses and reasonable attorney fees of the prevailing party attributable to the enforcement of the Contract. This Contract may not be modified except by written modification, executed by all parties hereto. All titles or captions of the paragraphs set forth in this Contract are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Contract, or the intent of any provision hereof.

14. Broker Disclosure. Robert Glover is a licensed real estate agent in South Carolina and is acting as a Seller's Agent and Customer's Agent of the Buyer. Richard F. Turner is a licensed real estate agent in South Carolina and is acting as a Seller's Agent. Robert Glover, Rick Turner and Carole Moss a real estate agent licensed in Georgia are all principals in Jasper Station Associates, LLC.

15. Facsimile Use. Negotiations may be conducted using a facsimile machine (FAX) and will be considered binding on the parties, so long as original and signed copies of the Contract shall thereafter be provided by both parties as soon as reasonably possible.

16. Acceptance. The Seller shall accept and execute this Contract by facsimile or hand delivered original.

17. Escrow Agent. Barry L. Johnson, P.A. shall provide the Escrow Agent services hereinabove referred to. The Escrow Agent shall not be charged with any knowledge until such facts are communicated to the Escrow Agent in writing. The Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its counsel fees, costs, disbursements and all other expenses and liabilities to which it may, in its judgment, be subjected in connection with this action. The Seller and Purchaser shall at all times indemnify the Escrow Agent against all actions, proceedings, claims or demands arising from this transaction except for gross negligence or bad faith on the part of the Escrow Agent. In the event of a dispute by and between the Seller and Purchaser which cannot be resolved, Escrow Agent shall have the option of depositing the earnest money deposit into the Clerk of Court's office for Beaufort County pending resolution of the disposition of said funds and upon depositing said funds; Escrow Agent shall bear no further responsibility.

IN WITNESS WHEREOF, the Purchaser herein has caused this Contract to be duly executed this 10th day of April, 2008.

WITNESSES:

Andrew Smith
Bridley Smith

PURCHASER:
DTG Holdings, LLC

By: Gregg A. Malphrus, Agent

Gregg A. Malphrus

IN WITNESS WHEREOF, the Seller herein has caused this Contract to be duly executed this 10 day of April, 2008.

WITNESSES:

Rachel Calvert
Karen S. Lacey

SELLER:
Jasper Station Associates, LLC

By: Richard Turner, Agent

Richard Turner

Ref 4-10-08
11-11

21699.503

THOMAS & HUTTON ENGINEERING CO.

80 PARK OF COMMERCE WAY
POST OFFICE BOX 2727
SAVANNAH, GEORGIA 31402-2727
TELEPHONE (912) 234-5300
FAX (912) 234-2950

October 27, 2008

Ms. Brana Snowden
AICP Planning Director
City of Hardeeville
Post Office Box 609
Hardeeville, SC 29927

Re: Red Oaks Plaza

Dear Brana:

Thomas & Hutton is currently working on a project at Red Oaks Plaza for our client, DTG Holdings, LLC. In order to get a better understanding of downstream conditions, we would like to come and review development plans and design considerations for Argent Business Park, as it is our understanding that the City has these on file.

Please accept our request and provide us with a time when we could review these documents.

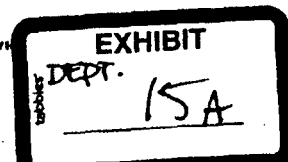
Sincerely,

THOMAS & HUTTON ENGINEERING CO.



Darrell K. Callaway

DKC/jll



14584.320

facsimile transmittal

To: Mike Hodges, Fire Division Firm: Jasper County Emergency Services

Fax: 726-9158 Date: 6/5/2002

From: James Ayers, Malphrus Construction Pages: 5

Re: Red Oaks Plaza, Phase II Job #: 01-R01

CC: Chance Rashin, Thomas & Hunton

☐ Urgent ☒ For Review ☒ Please Comment ☐ Please Reply ☐ Please Recycle

Notes: Good afternoon!

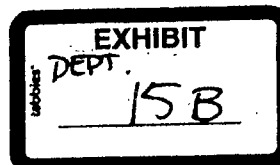
Malphrus Construction is proposing to build a new phase of Red Oaks Plaza off Highway 170 adjacent to their new headquarters location. I would appreciate your assistance in clarifying an Inspection Report from the Fire Division which appears to make changes to the plans.

Attached is an Inspection Report (noted as Exhibit "A"), but I could not read the name of the person filling out the report. Therefore, I have sent it to you since I know you are the Director of the Fire Division. This report says that we need to add two more fire hydrants to our existing plan in order to meet the new International Fire Code. According to our Engineer (copied on this FAX), we are being told to place a hydrant every 400 feet.

I don't believe the addition of these hydrants should be necessary. First, I believe the IFC Section 508.5.1 referenced in the Inspection Report (attached as Exhibit "B") is not in effect here in South Carolina. According to the State of South Carolina and the SC Building Codes Council (see attachment "C"), all jurisdictions in this state should use the old (1997) Standard Fire Prevention Code Sections 603.1.3.1 & 603.1.3.2 (see attachment "D") in place of IFC 508.5.1.

The SFPC notes a distance of 500 feet from the access point to the hydrant (1,000 feet between hydrants) as the standard. Our plans show hydrant locations which are well within those standards. I also believe our hydrants meet the new IFC (e.g., 400 feet from access point to hydrant, 800 feet between hydrants), but that is a moot point.

Please let me know the best way to find out if our review of the plan and the applicable regulations is correct. If so, it would be great if we could get a new Inspection Report so that we can go ahead and build this project. If there are any questions or comments, I can be reached by phone at 227-5700 (X231). If a FAX number is required for transmission of a Report or other documents, our FAX number is 227-5777. Your time on our behalf is greatly appreciated.



001149

J-18767.200

THOMAS & HUTTON ENGINEERING CO.

50 PARK OF COMMERCE WAY
POST OFFICE BOX 2727
SAVANNAH, GEORGIA 31402-2727
TELEPHONE (912) 234-5300
FAX (912) 234-2950

April 4, 2006

Jasper Station
Associates LLC

Mr. Dan Lynch
Storage Management, Inc.
P.O. Box 448
Port Royal, SC 29935-0488

Re: Jasper Station Site Planning Due Diligence
Jasper County, South Carolina
Letter Agreement for Services

Dear Dan:

Thank you for requesting our engineering services associated with the Planning Due Diligence Process for your Jasper Station property, an 88.93-acre site located in Jasper County, South Carolina.

Our services will consist of the Master Plan Phase as set forth in the General Provisions and supplemental exhibits attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and also make available to us pertinent existing data.

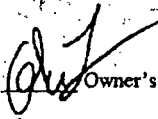
Payment for our services will be as described in the attached General Provisions and you will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

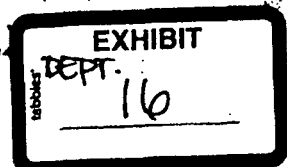
Master Plan Phase:

Due Diligence	Time & Expense - Exhibit "A"
Land Planning	Time & Expense - Exhibit "A"
Additional Services:	Time & Expense - Exhibit "A"

The above fee arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the Project through construction.


Owner's Initials

Engineer's Initials



Mr. Dan Lynch
Storage Management, Inc.
Letter Agreement for Services
April 4, 2006
Page 2

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase we can submit to you our opinions as to the probable construction cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

This proposal, the General Provisions consisting of six (6) pages, Engineering Services Rate Sheet, and Exhibit "A" represent the entire understanding between you and us with respect to the Project and may only be modified in writing signed by both of us.

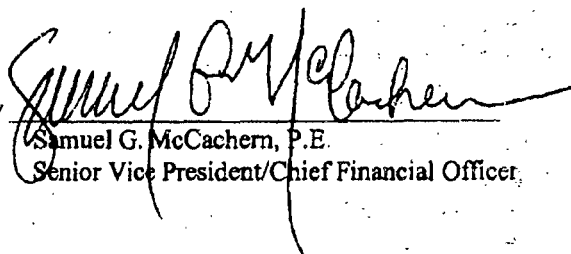
Thomas & Hutton will begin work on this project upon receipt of an executed contract and a retainer in the amount of \$2,000.00. The retainer will be applied to the last project invoice.

If the arrangements set forth in these documents are acceptable to you, please sign and initial the enclosed copy in the spaces provided below and return it to us. This proposal will be open for acceptance until May 1, 2006, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

Very truly yours,

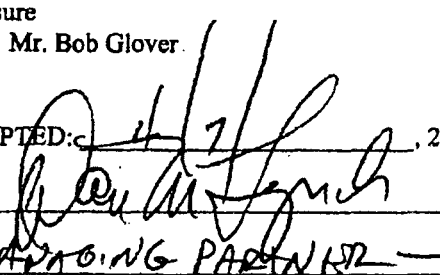
THOMAS & HUTTON ENGINEERING CO.

By

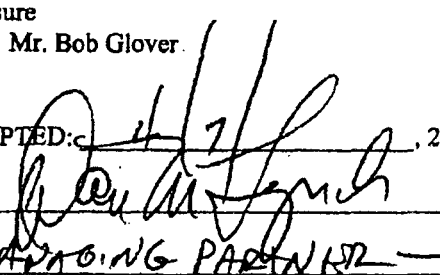

Samuel G. McCachern, P.E.
Senior Vice President/Chief Financial Officer

SGM/kbw
Enclosure

cc: Mr. Bob Glover

ACCEPTED:  4/7/2006

By

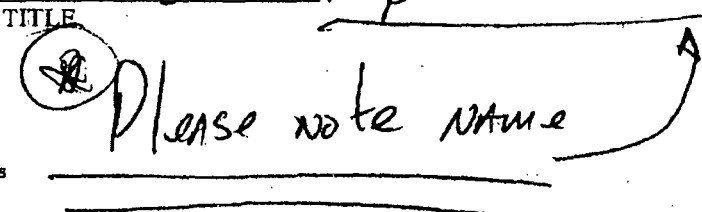

MANAGING PARTNER

TITLE

Jasper Station Associates LLC

 Owner's Initials

Engineer's Initials

 Please note name

001151

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT dated April 4, 2006, between STORAGE MANAGEMENT, INC. (Owner) and THOMAS & HUTTON ENGINEERING CO. (Engineer) in respect of the Project described therein.

1. SCOPE OF SERVICES

Engineering services associated with the Planning Due Diligence Process for a Jasper Station property, an 88.93-acre site located in Jasper County, South Carolina.

The objective of this project is to position the property for future development as a commercial property. Engineer will prepare land plan options for commercial development of the site. Freshwater wetland impacts will be considered as part of the process.

A. Master Plan Phase

1. Due Diligence Process

- The Engineer shall provide assistance to the Owner during the preliminary phase acquiring information related to the property to the fullest extent possible. The information if available is similar to, but not limited to, environmental reports, aerial photos, wetland information, survey information and plats, zoning, comprehensive plan, utility availability letters, utility maps, flood maps, accessibility assessment, jurisdictional or municipal boundaries, etc.

2. Land Planning

- Road layout
- Lot layout
- Commercial site layout
- Access location

The master plan will be submitted to the Owner for review and comment. Engineer will revise the master plan according to the Owner's comments and submit the final master plan to the Owner for approval. The fee budget is based on revising the master plan one (1) time according to the Owner's comments. Additional revisions of the master plan will be billed at a time and expense basis until the Owner approves the final master plan.



Owner's Initials

Engineer's Initials

Once a master plan is approved by the Owner, specific tasks related to wetland permitting, SCDOT encroachment permits, and next steps will be discussed.

B. Additional Services

Shall include the items specified in Exhibit "B" when authorized in writing by the Owner.

2. PERIODS OF SERVICE

A. Master Plan Phase

After receipt of a written notice to proceed from the Owner, Engineer will commence work within ten (10) calendar days after receipt and complete two concept plans within ten (10) calendar days.

B. Additional Services

Shall include the items specified in Exhibit "B" when authorized in writing by the Owner.

3. PAYMENT FOR SERVICES

For services rendered, Owner shall pay Engineer as follows:

Master Plan Phase:

Due Diligence

Time & Expense - Exhibit "A"

Land Planning

Time & Expense - Exhibit "A"

Additional Services:

Time & Expense - Exhibit "A"

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto as Exhibit "A."

Project related costs for all printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after thirty (30) days from date of invoice, with interest charged after forty-five (45) days at a monthly rate of 1.5% (18% annual rate). Work automatically ceases until payment is made on jobs with invoices sixty (60) days old.

Special billing and payment arrangements may be made as mutually agreed.

[Signature]

Owner's Initials

Engineer's Initials

Payment shall be made monthly within fourteen (14) working days upon receipt by Owner of a complete and accurate invoice. If Owner fails to make payment within forty-five days after receipt of invoice for services rendered, Engineer, after seven (7) days notice, may suspend further services under this agreement until payment has been made in full for all amounts due.

4. **OWNER'S RESPONSIBILITIES**

A. **Access**

Owner shall make all provisions for the Engineer to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. **Owner's Representative**

The Owner shall designate in writing one person to act as Owner's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this Agreement.

C. **Fees**

The Owner is responsible for payment of all fees associated with the project. Such fees include permit review and application fees, impact fees and capacity fees. The Engineer will notify the Owner regarding the amount of fees and timing of payment.

5. **ENGINEER'S RESPONSIBILITIES**

The professional services performed under this Agreement shall be consistent with sound engineering practices and shall incorporate those federal, state and local regulations and standards that are applicable at the time the Engineer rendered his services.

Engineer will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise.

 Owner's Initials

____ Engineer's Initials

6. **MISCELLANEOUS**

A. **Ownership of Instruments of Service**

All reports, plans, specifications, digital information, field data and notes, laboratory test data, calculations, estimates and other documents prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project Owner at all reasonable times.

B. **Opinions of Probable Costs**

Since the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his Opinions of Probable Construction Costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

C. **CADD Files**

Information supplied to the Engineer for use on the project will be in AutoCADD 2004 format or later version. Translation of files or entering data into a compatible format is beyond the scope of the contract. CADD files generated by the Engineer will be in accordance with the Engineer's CADD specification.

D. **Limits of Liability**

Services to be performed by the Engineer under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Engineer toward any person or persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

The Owner agrees to limit the Engineer's liability to the Owner and to all construction Contractors, and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$ 50,000 or the Engineer's total fee for services rendered on this project, whichever is greater.

 Owner's Initials

____ Engineer's Initials

The Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Engineer shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The Engineer shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release Engineer from liability for failure to perform properly the duties undertaken by Engineer in the Contract Documents.

The Engineer shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals involved in the project. **Unless specifically stated otherwise, the Engineer's work and responsibility under this Contract terminates five (5) feet from any proposed or existing building(s) shown on the plans.**

E. Indemnification

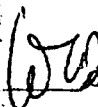
The Owner shall indemnify and hold the Engineer harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.

F. Termination

Either party may terminate this Agreement by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. The Engineer shall be paid for services performed to the date of termination, including reimbursements then due.

G. Abandoned or Suspended Work

If any work performed by the Engineer is abandoned or suspended in whole or in part by the Owner other than for default by the Engineer the Engineer shall be paid for services performed prior to receipt of a written notice from the Owner of such abandonment or suspension in an amount equal to work performed as of the date of abandonment or suspension.

 Owner's Initials

____ Engineer's Initials

G. Signage

Owner agrees to allow Engineer to place a sign on the job site during construction. The sign will indicate that the Engineer performed site design. Engineer is responsible for the sign installation and removal.


____ Owner's Initials
____ Engineer's Initials

EXHIBIT "A"

ADDITIONAL SERVICES OF ENGINEER

If authorized by Owner in writing, Engineer shall furnish or obtain from others, Additional Services of the following types that are not considered normal or customary Basic Services.

1. Revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond Engineer's control.
2. Furnish the services of special consultant for other than the civil or structural engineering defined in the scope of services. Special services such as mechanical or electrical engineering, geotechnical exploration, underwater investigation, laboratory testing and inspections of samples, materials and equipment.
3. Preparing to serve or serving as a consultant or witness for Owner in any litigation, public hearing or other legal or administrative proceeding involving the project.
4. Defending the issuance of any permit or certificate for the project. Services for the defense against third party actions opposing or appealing the issuance of any permit or certificate for the Project will commence with receipt of notification of the action.
5. Services after completion of the Construction Phase, such as inspections during any equipment, material, or construction guarantee period and reporting observed discrepancies under guarantees called for in any contract for the project.
6. If requested by Owner and agreed to in writing, a Resident Project Representative will be furnished and will act as directed by Engineer in order to assist in observing performance of the work of Contractor(s). Through more extensive on-site observations of the work in progress by the Resident Project Representative, Engineer shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of Contractor(s). However, the furnishing of such representation will not make Engineer responsible for construction means, methods, techniques, sequences, procedures or for safety precautions or programs, or for Contractor(s), failure to perform their work in accordance with the Contract Documents.

 Owner's Initials

____ Engineer's Initials



THOMAS & HUTTON ENGINEERING CO.

50 PARK OF COMMERCE WAY • P.O. Box 2727, SAVANNAH, GA 31402-2727
935 HOUSTON NORTH CUTT BOULEVARD • P.O. Box 1522, MOUNT PLEASANT, SC 29465-1522
1144 SHINE AVENUE • P.O. Box 8000, MYRTLE BEACH, SC 29578-8000

February 1, 2006

ENGINEERING SERVICES ON A TIME AND EXPENSE BASIS

Thomas & Hutton Engineering Co. provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position are as follows:

Engineering Staff:		Sr. Landscape Architect	\$115.00	Sr. Project Surveyor	\$115.00
Senior Principal	\$155.00	Landscape Architect II	\$110.00	Project Surveyor II	\$110.00
Principal II	\$130.00	Landscape Architect I	\$100.00	Project Surveyor I	\$105.00
Principal I	\$125.00	Landscape Technician	\$ 75.00	Staff Surveyor II	\$100.00
Sr. Project Manager	\$120.00	GIS Manager	\$110.00	Staff Surveyor I	\$ 90.00
Project Manager II	\$115.00	GIS Analyst II	\$100.00	Survey Technician III	\$ 80.00
Project Manager I	\$110.00	GIS Analyst I	\$ 95.00	Survey Technician II	\$ 75.00
Sr. Project Engineer	\$115.00	GIS Technician II	\$ 90.00	Survey Technician I	\$ 70.00
Project Engineer II	\$110.00	GIS Technician I	\$ 80.00	Survey Party (3-Men)	\$125.00
Project Engineer I	\$105.00			Survey Party (2-Men)	\$110.00
Designer III	\$ 95.00	Quality Control Staff:		Survey Boat and Motor (per day)	\$105.00
Designer II	\$ 90.00	Quality Control Manager	\$110.00	GPS - (3-Men)	\$140.00
Designer I	\$ 85.00	Sr. Field Representative	\$100.00	GPS - (2-Men)	\$130.00
		Field Representative II	\$ 90.00	GPS - (1-Man)	\$110.00
Technical Support Staff:		Field Representative I	\$ 85.00	Expert Witness	\$325.00
Sr. Engineering Technician	\$ 95.00	Sr. Quality Control Specialist	\$100.00	HDS (High Definition Scanner, Including 2-Man Crew)	\$155.00
Engineering Technician II	\$ 95.00	Quality Control Specialist II	\$ 90.00	HDS (High Definition Scanner) Data Compilation/Modeling)	\$100.00
Engineering Technician I	\$ 90.00	Quality Control Specialist I	\$ 85.00		
CADD Technician IV	\$ 85.00				
CADD Technician III	\$ 80.00	Survey Staff:		Administrative Staff:	
CADD Technician II	\$ 75.00	Survey Department Manager	\$120.00	Permit Coordinator	\$ 80.00
CADD Technician I	\$ 70.00	Survey Field Supervisor	\$100.00	Admin II	\$ 87.00
		Sr. Survey Manager	\$115.00	Admin I	\$ 65.00
Professional Support Staff:		Survey Manager II	\$115.00	Software/Computer Consultant	\$120.00
Landscape Architect Manager	\$120.00	Survey Manager I	\$110.00		

3. When warranted, overtime will be charged for any personnel except principals, project managers, engineers, and engineering technicians. Overtime hours will be billed at 1-1/2 times the individuals charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at \$0.50 per mile. Outside consultant fees will be billed at 1.15 times the cost.

[Signature]
Owner's Initials
Engineer's Initials

5. Billing:

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after thirty (30) days from date of invoice, with interest charged after sixty (60) days at a monthly rate of 1.5% (18% annual rate). Work automatically ceases until payment is made on jobs with invoices ninety (90) days old.

Special billing and payment arrangements may be made as mutually agreed.

6. These rates are effective through January 1, 2007, and are subject to change. New rates will apply to contracts in effect at the time of rate changes.



For official use only

Public Notice Start Date (OCRM only): _____

County: Jasper

If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☐ No

Email address (optional):

Mailing Address: _____ City: _____ State: _____ Zip: _____

If yes, list the MS4 operator or urbanized area name.

Next/Nearest named RWB: Colleton River

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

EXHIBIT

DEPT

C. Impaired Waterbodies (See instructions.)

List the nearest DHEC water quality monitoring station(s) [WQMS(s)] to which construction stormwater (SW) discharges will drain and the corresponding waterbody(s). 18-17 Waterbody(s): Chesapeake Creek

1. Is this WQMS(s) listed on the most current 303(d) List for Impaired Waters? ☐ Yes ☒ No

a. If yes for 1, list the impairment(s): _____

b. If yes for 1, will the site's construction SW discharges contain any pollutant(s) causing the impairment(s)? ☐ Yes ☐ No

c. If yes for b, list the impairment(s) affected by the pollutant(s) referenced in b. _____

d. If yes for b, will use of the proposed BMPs ensure that the site's discharges will not contribute to or cause further water quality standard violations for the impairment(s) listed in c? ☐ Yes ☐ No

2. Has a TMDL(s) been developed for this WQMS(s)? ☐ Yes ☒ No

a. If yes for 2, list the impairment(s): _____

b. If yes for 2, has the standard been attained for all impairment(s)? ☐ Yes ☐ No

c. If no for b, will the site's construction SW discharges contain any pollutant(s) causing the impairment(s)? ☐ Yes ☐ No

d. If yes for c, are your discharges consistent with the assumptions and requirements of the TMDL(s)? ☐ Yes ☐ No

D. 1. Are S.C. Navigable Waters (SCNW) on the site? ☐ Yes ☒ No

a. If yes for 1, list the name of the SCNW: _____

b. If yes for 1, will any construction activities cross over or occur in, under, or through the SCNW? ☐ Yes ☐ No

c. If yes for b, then describe activities: _____

d. If yes for b, are the activities in SCNW covered under a DHEC General Permit or other DHEC permit? ☐ Yes ☐ No

e. If no for d, has an SCNW permit been applied for or issued for the site? ☐ Yes, for all activities ☐ Yes, for some activities ☐ No

f. If yes for d or e, list permit number(s) and corresponding activities: _____

V. Operator Information

A. SWPPP Preparer: Ryan M. Smith

S.C. Registration #: 24757

Company/ Firm: Thomas & Hutton Engineering Company

S.C. COA #: 00285

Mailing Address: 50 Park of Commerce Way

City: Savannah

State: GA

Zip: 31402

Phone: (Day) 912-234-5300

(Mobile) _____

(Fax) 912-234-2950

Email address (optional): _____

B. Operator of Day-to-Day Site Activities (ODSA) (Company or person): _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Site Contact (if ODSA is company): _____

Phone: _____

VI. Signatures and Certifications: DO NOT SIGN IN BLACK INK!

A. One copy of the SWPPP, all specifications and supporting calculations, forms, and reports are herewith submitted and made a part of this application. I have placed my signature and seal on the design documents submitted signifying that I accept responsibility for the design of the system. Further, I certify to the best of my knowledge and belief that the design is consistent with the requirements of Title 48, Chapter 14 of the Code of Laws of SC, 1976 as amended, pursuant to Regulation 72-300 et seq., and in accordance with the terms and conditions of SCR100000. (This should be person identified in Section V.A.)

Check one. ☒ Engineer ☐ Tier B Surveyor ☐ Landscape Architect

Ryan M. Smith

24757

Printed name of SWPPP Preparer

Signature of SWPPP Preparer

S.C. Registration #

B. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I hereby certify that all land-disturbing construction and associated activity pertaining to this site shall be accomplished pursuant to and in keeping with the terms and conditions of the approved plans and SCR100000. I also certify that a responsible person will be assigned to the project for day-to-day control. I hereby grant authorization to the S.C. Department of Health and Environmental Control (DHEC) and/or the local implementing agency the right of access to the site at all times for the purpose of on-site inspections during the course of construction and to perform maintenance inspections following the completion of the land-disturbing activity. (See Section 122.22 of S.C. Reg. 61-9 for signatory authority information.)

Gregg Malphrus

Printed name of Project Owner/Operator

Signature of Project Owner/Operator

Date

NPDES CGP Fee Schedule A

(All Counties **EXCEPT** Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry, and Jasper)

This schedule should not be used for projects reviewed by a delegated entity or MS4 operator.

If you are completing the fillable version of this form and if the **County** and **Disturbed Area** fields are correctly filled out on page 1 of this form, the fees in the right-hand column will be automatically entered based on your answers to the questions below. The schedule should be attached to DHEC Form 2617. Do not send payment in window envelope. DO NOT MAIL CASH. DHEC will notify the Project Owner/ Operator if the submitted check or credit card payment cannot be processed. The review clock will start when acceptable payment is received.

1. Will this project or LCP (item III.B) ultimately disturb 1 acre or more? ☐ Yes ☐ No \$_____ .00

If yes, enter \$125 in right-hand column and proceed to item 2. If no, coverage under SCR100000 is not required; see BOW-SPWS for "Small Project Requirements in Non-Coastal Counties".

2. a. Will this project or LCP ultimately disturb more than 2 acres? ☐ Yes ☐ No.

If no, review fees are not initially required*; proceed to item 3.

- b. If yes for 2a, is this project exempt from S.C. Reg. 72-300 et seq.? ☐ Yes ☐ No.

If yes for 2b, review fees are not initially required*; proceed to item 3.

If yes for 2a and no for 2b, enter review fees of \$100/ disturbed acre (from item III.A on page 1) in right-hand column. The review fees cannot exceed \$2000. Proceed to item 3. \$_____ .00

3. Total Required Fees

Add the values in the right-hand column. Maximum required fees are \$2125. DHEC will not review this project until all required fees are received.

Total Required Fees: \$_____ .00

- * If DHEC will review the project, then DHEC will notify the Project Owner/ Operator in writing within 30 business days of receipt of the complete NOI and request review fees.

Payment by Check:

Make sure check is signed and has a current date on it. If check is more than 30 days old, it may be returned. The check must be for the entire amount of required fees.

STAPLE CHECK HERE

Make check payable to S.C. DHEC.

Payment by Credit Card:

Fill out the information below. Make sure that the authorized signature is complete.

Name as it appears on Card: _____ Phone: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Type of Card: ☐ Visa ☐ MasterCard ☐ Discover Credit Card Number: _____

Expiration Date (MM/YYYY): _____ Credit Validation Value (3-digit # on back of card): _____

Authorized Signature: _____

For official use only: Invoice Number QB _____

NPDES CGP Fee Schedule B
(Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry, and Jasper Counties)

This schedule should not be used for projects reviewed by a delegated entity or MS4 operator.

If you are completing the fillable version of this form and if the **County** and **Disturbed Area** fields are correctly filled out on page 1 of this form, the fees in the right-hand column will be automatically entered based on your answers to the questions below. This schedule should be attached to DHEC Form 2617. Do not send payment in window envelope. **DO NOT MAIL CASH.** DHEC will notify the Project Owner/ Operator if the submitted check or credit card payment cannot be processed. The review clock will start when acceptable payment is received and after the project is deemed consistent with the S.C. Coastal Zone Management Plan.

1. Is this project located within 1/2 mile of a RWB (item IV.A)? ☐ Yes ☒ No
If yes, proceed to item 2. If no, proceed to item 3.
2. a. Will this project or LCP (item III.B) ultimately disturb more than 0.5 acre? ☐ Yes ☐ No \$ _____ 00
If yes, enter \$125 in right-hand column and proceed to 2b. If no, see OCRM-SPWS for "Small Project Requirements in Coastal Counties" and proceed to 2c.
- b. If yes for 2a, is this project exempt from S.C. Reg. 72-300 et seq? ☐ Yes ☐ No
If yes for 2b, review fees are not initially required*; proceed to item 4.
If yes for 2a and no for 2b, enter review fees of \$100/ disturbed acre (from item III.A on page 1) in right-hand column. The review fees cannot exceed \$2000. Proceed to item 4. \$ _____ 00
- c. If no for 2a, does this project meet the criteria of categories a, d, or e listed in the "SCCZ Requirements" section of the instructions (page 6)? ☐ Yes ☐ No
If no for 2a and yes for 2c, enter \$125 in the right-hand column. Then, enter review fees of \$100/ disturbed acre (from item III.A on page 1) on this line in the right-hand column and proceed to item 4. \$ _____ 00
3. a. Will this project or LCP (item III.B) ultimately disturb 1 or more acres? ☒ Yes ☐ No \$ 125 00
If yes, enter \$125 in right-hand column and proceed to 3b. If no, coverage under SCR100000 is not required; see OCRM-SPWS for "Small Project Requirements in Coastal Counties".
- b. If yes for 3a, is this project exempt from S.C. Reg. 72-300 et seq? ☐ Yes ☒ No
If yes for 3b, review fees are not initially required; proceed to item 4.
If yes for 3a and no for 3b, enter review fees of \$100/ disturbed acre (from item III.A on page 1) in right-hand column. The review fees cannot exceed \$2000. Proceed to item 4. \$ 1840 00
4. Total Required Fees
Add the values in the right-hand column. Maximum required fees are \$2125. DHEC will not review this project until all required fees are received. Total Required Fees: \$ 1965 00

* If DHEC will review the project, then DHEC will notify the Project Owner/ Operator in writing within 20 days of receipt of the complete NOI and request review fees.

Payment by Check:

Make sure check is signed and has a current date on it. If check is more than 30 days old, it may be returned. The check must be for the entire amount of required fees.

STAPLE CHECK HERE

Make check payable to S.C. DHEC.

Payment by Credit Card:

Fill out the information below. Credit card payments must be processed by the applicant online at <http://www.scdhec.gov>. Upon receipt of the NOI, OCRM will provide a memo to the applicant containing directions for processing application fees online and specific invoice numbers necessary for online payment.

Name as it appears on Card: _____ Phone: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____

For official use only: Invoice Numbers YE _____ YA _____ ZV _____ ZT _____

Instructions

If you are uncertain whether you need to obtain coverage under the NPDES Stormwater Construction General Permit, SCR100000 (CGP), if you cannot access the websites listed on the NOI and instructions, or if you have any other questions, contact the Bureau of Water Stormwater Permitting Section (**BOW**) at (803) 898-4300 or OCRM Stormwater Permitting Section (**OCRM**) at (843) 953-0200. Please see the Bureau of Water Stormwater Permitting website (**BOW-SPWS**): <http://www.scdhec.gov/stormwater> for guidance and additional information regarding the CGP. For additional information about and requirements for projects in the S.C. Coastal Zone (**SCCZ**—Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry, and Jasper counties), please see the Office of Ocean and Coastal Resource Management, Stormwater Permitting website (**OCRM-SPWS**): <http://www.scdhec.gov/environment/ocrm/permit/stormwater.htm>.

Who Must File an NOI:

- The Owner/ operator of a single project or larger common plan for development or sale (LCP—see item III.B of instructions) that will ultimately disturb 1 acre or more (all counties). If S.C. Department of Transportation (SCDOT) is the Project Owner/ Operator, this NOI form (Form 2617) should not be used.
- In the **SCCZ**, the Owner/ operator of a single project or LCP that is within ½ mile of a receiving waterbody (RWB—see item IV.A of the instructions) and will ultimately disturb more than 0.5 acre.
- In the **SCCZ**, the Owner/ operator of a single project or LCP that is within ½ mile of a receiving waterbody (RWB—see item IV.A of the instructions) and meets the criteria of categories a-e listed in the "SCCZ Requirements" section below.
- See the **BOW-SPWS** for "Small Project Requirements in Non-Coastal Counties" and **OCRM-SPWS** for "Small Project Requirements in Coastal Counties".

Where to File:

See the **BOW-SPWS** for a current list of the areas that are reviewed by Municipal Separate Storm Sewer System (MS4) operators and entities that have delegated review authority. For projects in these areas, the initial submittal should be made to the MS4 operator; if initial submittal is made to DHEC for projects in these areas, the review process may be delayed. In the **SCCZ**, for projects in MS4 areas, the initial submittal should be made concurrently to OCRM and appropriate MS4 operator. Please contact the appropriate entity for additional information and requirements; for example, the MS4 operator may require that a different application form be submitted. If a project will cross jurisdictional boundaries (e.g., sewer line in Greenville County and the city of Mauldin), then submittals to all appropriate MS4 operators, delegated entities, and DHEC must be coordinated.

For projects in the **SCCZ**, see **OCRM-SPWS** for submittal locations.

S.C. DHEC-OCRM
104 Parker Drive
Beaufort, S.C. 29906

S.C. DHEC-OCRM (Main Office)
1362 McMillan Ave., Suite 400
Charleston, S.C. 29405

S.C. DHEC-OCRM
927 Shine Ave.
Myrtle Beach, S.C. 29577

All other areas: S.C. DHEC—Stormwater Permitting Section
2600 Bull Street
Columbia, SC 29201-1708

Submittal Package for BOW and OCRM:

- You must include the original, signed NOI form, appropriate fee schedule (A or B) with required fees, one (1) copy of the Stormwater Pollution Prevention Plan (SWPPP), and one (1) copy of all other supporting documentation with the initial submittal. For projects in the non-coastal counties disturbing greater than or equal to 1 acre and less than or equal to 2 acres, three (3) copies of the SWPPP and one (1) copy of supporting documentation can be submitted with the initial submittal.
- For projects reviewed by **BOW**, the 20-day review period does not begin until a complete NOI has been received by DHEC. For projects reviewed by **OCRM**, the 20-day review period does not begin until a complete NOI has been received by DHEC and the project has been deemed consistent with the S.C. Coastal Zone Management Plan.
- For projects ultimately disturbing more than 2 acres, the checklist must be completed and attached. In the **SCCZ**, for projects ultimately disturbing 1 acre or more, projects ultimately disturbing more than 0.5 acre within ½ mile of a RWB, and for projects disturbing less than or equal to 0.5 acre within ½ mile of a RWB and meeting the criteria of categories a, d, or e (see the "SCCZ Requirements" section below), the checklist must be completed and attached. See **BOW-SPWS** or **OCRM-SPWS** for the most current version of the checklist.

S. C. Coastal Zone (SCCZ) Requirements:

For projects in the following categories (a-e) that are located within ½ mile of a RWB, a registered engineer, landscape architect, or Tier B surveyor must prepare the SWPPP. For other projects (not included within a-e as

follows) that are located within 1/2 mile of a RWB and will ultimately disturb more than 0.5 acre but less than or equal to 2 acres and, a licensed professional is not required to prepare the SWPPP.

- a. All commercial buildings, which will handle hazardous chemicals (including gasoline, kerosene, diesel fuel, nutrients, etc.).
- b. All commercial buildings and parking/runway areas with greater than 1 acre of impervious surface (building and parking).
- c. All commercial buildings and parking/runway areas with greater than 0.5 acre of impervious surface located directly adjacent to a saltwater (critical) area.
- d. All residential subdivision developments located directly adjacent to a saltwater (critical) area.
- e. All projects impacting Geographical Areas of Particular Concern (GAPC—see definition in the Critical Area Permitting Regulations: http://www.scdhec.gov/environment/ocrm/reas/docs/CAREas_0609.pdf).

Project/ Site Name: The Project/ Site Name should be a unique or distinguishing name (e.g., not Proposed Subdivision). DHEC should be notified in writing if the Project/ Site Name changes.

County: If the project is in multiple counties, list the county in which the majority of the site is located. If part of the project is in the SCCZ, then list the coastal county in which the majority of the site is located and submit the project to the appropriate OCRM office; see the "Where to File" section. List the other counties in which the site is located in the narrative.

Expedited Review Program (ERP): For additional information about ERP, see the ERP website (<http://www.scdhec.gov/environment/water/swrfexpedite.htm>). To determine if the project design is considered to be above regulatory requirements or Low Impact Development, see the "Expedited Review Standard Operating Procedures" document. DHEC will notify the Project Owner/ Operator if the project is selected for review in the ERP. There are additional required fees for participation in this program; these ERP fees should not be submitted until DHEC has notified the Project Owner/ Operator that the project was selected for participation in the ERP. In the SCCZ, please note that projects impacting GAPCs are not eligible for participation in ERP.

I. Project Information

- List the complete, legal name of the Project Owner/ Operator (PO/O); do not list the D/B/A (Doing Business As) name. NPDES coverage under SCR100000 will be issued to the PO/O. If S.C. Department of Transportation (SCDOT) is the PO/O, this NOI form (Form 2617) should not be used.
- The Company EIN is the Employer Identification Number as established by the U.S. Internal Revenue Service; the EIN is commonly referred to as the taxpayer ID. The Company EIN must be for the company listed as the PO/O. If the company does not have an EIN (e.g., single member LLC, sole proprietorship), **DO NOT** list a Social Security number. If the PO/O is not a company, then do not list a Company EIN.
- Enter the complete mailing address of the PO/O. If an email address is entered, DHEC may contact the PO/O via email.
- If the PO/O is a company, then a Permit Contact person should be listed. This can be someone other than the person that has signatory authority for the company. Also, enter the complete mailing address for the Permit Contact person. This can be different from the mailing address entered for the PO/O.
- The PO/O is responsible for all portions of the site until a Notice of Termination (NOT) or Transfer of Ownership form is submitted.

II. Property Information

- A. List the site address. If the site address is unknown, list the road name(s) on which the site is located, the nearest intersection, or other detailed description of the site location. List a city/town only if the site is within the city/ town limits. See the following website for assistance in obtaining latitude/ longitude coordinates: http://www.epa.gov/tri/report/siting_tool/index.htm. Latitude (from 32° to 35°) and longitude (-78° to -83°) should be for the center of the site. Minutes (') and seconds (") should be from 0 to 59.
- B. List the complete, legal name of the current Property Owner(s) of the site. Enter the daytime phone number for the Property Owner. Also, enter the complete mailing address for the Property Owner. NPDES coverage will be issued to the PO/O (Section I); not the Property Owner, unless same entity. If there are multiple Property Owners, then attach additional sheets with all information in Section II.B. of the NOI listed.

III. Site Information

- A. Enter the disturbed area for the project and the total site area. The total and disturbed areas must be **rounded to the nearest tenth of an acre**. For subdivisions, if the exact build-out is not known, the disturbed area can be estimated using the following equation:
Disturbed area = 2(Maximum Footprint of House)(# of lots) + Road/ Right-of-Way areas + Other easements/ disturbance.
DHEC must be notified in writing if the actual disturbed area exceeds the disturbed area on the NOI.
- B. The plan in LCP is "broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot." [63 Federal Register No. 128, July 6,

1998, p. 36491] For example, if master calculations have been prepared and/ or submitted for an entire site, then all phases and parcels at that site would be considered part of an LCP. If the site is part of a subdivision, industrial park, commercial park, etc., then it is considered to be part of an LCP.

List a unique, distinguishing LCP/ Overall Development name. This name should not reference a specific phase. This LCP/ Overall Development name should also be listed on all NOIs for future projects that are part of this LCP, including subsequent phases. Check the box if this is the first phase of the LCP. List the previous state permit/ file number and previous NPDES coverage number (**DO NOT** enter SCR100000). If the previous state/ file number or NPDES coverage number is not known, contact **BOW** or **OCRM** for assistance.

- C. List the estimated start and completion dates of the construction activity.
- E. Select **ONE** activity type that most nearly describes the proposed development of the site. "Institutional" includes schools and other publicly owned projects, except Linear projects. "Site Preparation" includes clearing, grubbing, and grading only; no new impervious areas should be proposed if this activity type is selected. If none of the activity types describe the development, then select "Other" and list the activity.
- F. If yes, then explain the extent of the flooding problems and the effect of this project on those problems in the project narrative.
- G. Select yes if DHEC has issued a Notice to Comply or Notice of Violation for the site or any site within the LCP. Provide additional information about the Notice (e.g., Order number) and a copy of correspondence with DHEC regarding the Notice.
- H. If any part of the property is located inside an urbanized area or Municipal Separate Storm Sewer System (MS4), then select yes and list the MS4 operator. Urbanized area boundary maps are available at <http://cfpub.epa.gov/npdes/stormwater/urbanmapresult.cfm?state=SC>. See the following website for information about MS4s: <http://www.scdhec.gov/environment/water/swmsms4.htm>.
- I. See § 122.21(f) of S.C. Regulation 61-9 (<http://www.scdhec.gov/environment/water/regs/r61-9.pdf>) for a list of permits, approvals, and programs that should be considered. If the provided information is inaccurate, NPDES coverage may be invalid.

IV. Waterbody Information

- A. The nearest receiving waterbody (RWB) is the nearest waters of the State (WoS—see definition in § 122.2 of S.C. Regulation 61-9—<http://www.scdhec.gov/environment/water/regs/r61-9.pdf>) to which the site's stormwater discharges will drain. The nearest RWB must be listed in reference to a named waterbody if the RWB is unnamed. For example, if the site's stormwater discharges drain to a stream on the site, then the nearest RWB would be the stream. If the stream is not named, then determine the nearest named waterbody (e.g., Grove Creek) into which the stream will flow and list the nearest RWB as a tributary to the named waterbody (e.g., Tributary to Grove Creek). Then, the next/ nearest named RWB would be Grove Creek. If the site's stormwater discharges drain to multiple waterbodies, then list all such waterbodies; attach additional sheets, if necessary.

See S.C. Regulation 61-69 (<http://www.scdhec.gov/environment/water/regs/r61-69.pdf>) for a list of classifications of waterbodies within S.C. If the nearest RWB is unnamed, then search the document for the nearest named RWB. If the nearest, named RWB is not listed, then continue searching the document for the next, named waterbody, proceeding downstream from the site. For example, a site in Anderson County drains to a tributary of Hornbuckle Creek, then to Hornbuckle Creek, then to Middle Branch, and then to Brushy Creek/ Big Brushy Creek. First, search the document for Hornbuckle Creek, then Middle Branch, then Brushy Creek. Because there are 3 listings for Brushy Creek, the next, named waterbody (Saluda River) must be determined. Note that the county for this record for Brushy Creek is listed as Pickens because the headwaters of Brushy Creek are in Pickens County. Therefore, the classification of the tributary to Hornbuckle Creek is "FW—Freshwaters".

- B. 1. Complete the "On the Site?" column for items a-c. If yes is selected for that column, then the next 3 columns must be completed. If there are other waters of the U.S./ State (WoS) on the site not listed in items a and b (e.g., stream, river, lake, pond), then list those in item c.

Delineation means identification by U.S. Army Corps of Engineers (USACOE) or wetlands consultant. Also, see checklist items 8 and 24 for information about delineation requirements. In the **SCCZ**, WoS must be verified by USACOE. If there are WoS within 100' of the disturbed area that were not delineated/ identified, then explain this in the narrative; this includes WoS that are not on the project site but are within 100' of the disturbed area.

If construction activities will occur in and/ or will impact WoS, then select yes for "Impacts?" and list the amount of impacts to WoS. Provide an additional, separate plan sheet that shows all WoS on the site and the impacted areas. If there are proposed impacts to WoS, please contact USACOE (866-325-8187) and S.C. DHEC Water Quality Certification, Standards & Wetlands Programs Section (803-898-4300) to determine additional requirements before submitting this NOI. In the **SCCZ**, also contact S.C. DHEC

- OCRM Wetlands Section (843-953-0200). Please note that it is the Project Owner/ Operator's responsibility to ensure that all WoS are shown and identified in the SWPPP.
2. USACOE is U.S. Army Corps of Engineers. If there are impacts to waters of the U.S./ State (should be listed in item IV.B.1), then list all permits and certifications that have been applied for or obtained for those impacts. Describe the activity(s), whether the impact is permanent or temporary, and any other relevant information. Provide a copy of all permits and certifications for and correspondence with USACOE and DHEC for the impacts. Make sure to include all plats referenced in the permits or correspondence.
- C. Maps showing WQMS locations are available at the following website for each watershed:
<http://www.scdhec.gov/environment/water/tmdl/index.htm> - 303d. In the **SCCZ**, list the nearest upstream and downstream DHEC WQMS(s) and corresponding waterbody(ies).
1. See the following website for the most current 303(d) List for Impaired Waters and related information:
<http://www.scdhec.gov/environment/water/tmdl/index.htm#303d>. To search this document to determine whether a WQMS is listed, select "Edit" from the top toolbar. Then, select "Find". Enter the WQMS exactly as listed on the map and hit enter. If none of the WQMS(s) are found, then select no for item IV.C.1 and proceed to item IV.C.2. If any of the WQMS(s) are found within the document, then select yes and proceed to item IV.C.1.a.
 - a. List the cause(s) of the impairment (see last column labeled "CAUSE") for the WQMS(s) and proceed to item IV.C.1.b.
 - b. DHEC has determined that construction SW discharges are expected to contain pollutants causing the following impairments: TURBIDITY, BIO (Macroinvertebrate), TP (Total Phosphorus), and TN (Total Nitrogen). You should carefully evaluate whether the site's construction SW discharges will contain any pollutants causing other impairments, not explicitly listed above. You should also consider previous land uses at the site in answering this question. For example, if the previous land use was a copper processing facility and the impairment at the nearest WQMS is copper, then you should carefully evaluate whether the site's construction SW discharges would contain copper. If this question is answered yes and the disturbed area is less than 25 acres, then provide an evaluation of the site's proposed Best Management Practices (BMPs) as described in section 3.4.C.2(c) of the CGP. If this question is answered yes and the disturbed area is greater than or equal to 25 acres, then provide a written qualitative and quantitative assessment of the site's proposed BMPs as described in section 3.4.C.2(c) of the CGP. See item 22 on the checklist.
 - c. Of the impairments listed in item IV.C.1.a, list the impairments that may be affected by pollutants in the site's construction SW discharges. See the instructions for item IV.C.1.b for impairments; which DHEC has determined will be affected by pollutants in construction SW discharges.
 - d. If the answer to this question is no, then the site is not eligible for coverage under the CGP.
 2. See the following website for a list of Approved S.C. Total Maximum Daily Loads (TMDLs):
<http://www.scdhec.gov/environment/water/tmdl/tmdls.htm>. To search this website for a WQMS, select "Edit" from the top toolbar. Then, select "Find on this Page". Enter the WQMS exactly as listed on the map and hit enter. If none of the WQMS(s) are found, then select no for item IV.C.2 and proceed to item IV.D. If any of the WQMS(s) are found within the document, then select yes and proceed to item IV.C.2.a.
 - a. List the cause(s) of the impairment/ parameter(s) of concern and proceed to item IV.C.2.b.
 - b. See the following website for a list of stations at which the standard has been attained for a specific parameter of concern: http://www.scdhec.gov/environment/water/tmdl/docs/2006tmdl_wafs.pdf. To search this document for a WQMS, select "Edit" from the top toolbar. Then, select "Find". Enter the WQMS exactly as listed on the map and hit enter. If any of the WQMS(s) are found, check the "TMDL Pollutant" column to determine for which impairment(s) the standard has been attained. If the standard has not been attained for all impairments, then select no and proceed to item IV.C.2.c. If the standard has been attained for all impairments for all WQMS(s), select yes and proceed to item IV.D. If none of the WQMS(s) are found, then the standard has not been attained for any impairment(s) for the WQMS(s); select no and proceed to item IV.C.2.c.
 - c. DHEC has determined that construction SW discharges are expected to contain pollutants causing the following impairments: TURBIDITY, BIO (Macroinvertebrate), TP (Total Phosphorus), and TN (Total Nitrogen). You should also consider previous land uses at the site in answering this question.
 - d. If the answer to this question is no, then the site is not eligible for coverage under the CGP.
- D. 1. See <http://www.scdhec.gov/environment/water/navwater.htm> for the definition of SCNW and other information related to SCNW. Or, contact S.C. DHEC Water Quality Certification, Standards & Wetlands Programs Section at (803) 898-4300 for assistance determining the navigability of the waters on your site or with questions related to SCNW.

- a. List the name of the SCNW. If the SCNW is not named, then provide a description that references the nearest, named waterbody (e.g., tributary to Grove Creek).
- b. Indicate whether any construction activities will cross or otherwise impact SCNW. This includes temporary and permanent crossings with roads, utility lines, etc.
- c. Describe all of the activities that will cross SCNW (e.g., road crossing, utility line crossing).
- d. See the following website for a list of DHEC General Permits for activities in some SCNW: <http://www.scdhec.gov/environment/water/docs/ap/gp.xls>. See the "Notes" column to determine what types of activities are covered under each permit.
- e. If an SCNW permit has not already been applied for or issued for all of the activities in SCNW for this site, then those activities and conditions can be addressed during the review of the SWPPP, and a separate State Navigable Waters permit is not required. Provide an additional plan sheet that shows plan and profile views (drawn to scale) of the SCNW and associated activities; include a description of the proposed activities on this plan sheet.
- f. List each permit number and the corresponding activities that are covered under each permit.

V. Operator Information

- A. SWPPP is the Stormwater Pollution Prevention Plan. Enter N/A for the S.C. Registration # if the SWPPP preparer is not a registered professional in S.C. (Engineer, Tier B Surveyor, or Landscape Architect). For projects disturbing more than 2 acres, the SWPPP preparer must be one of the listed professionals or federal government employee as described in Title 40, Chapter 22. In the **SCCZ**, for projects that are located within 1/2 mile of a RWB, disturbing less than 2.0 acres and meeting the criteria of categories **a-e** (see "SCCZ Requirements" section above), the SWPPP preparer must be one of the listed professionals or federal government employee as described in Title 40, Chapter 22.
S.C. COA is S.C. Certificate of Authorization. See the following websites for information about COA requirements for Landscape Architecture firms (<http://www.dnr.sc.gov/land/LandscapeArch/LALicense.html>) and Engineering and Surveying firms (<http://www.lir.state.sc.us/POL/Engineers/>). Enter N/A for S.C. COA if the firm is not required to have a COA. Enter the complete mailing address for the SWPPP Preparer. If an email address is listed, DHEC may contact the SWPPP Preparer via email.
- B. See Appendix A of the CGP for the definition of "Operator". This can be the same entity as the Project Owner/ Operator. List the complete mailing address and daytime phone number and fax number for the ODSA. If there are multiple ODSAs, then attach additional sheets with all information in Section V.B of the NOI listed. If the ODSA is a company, then a person should be listed as the Site Contact. List the daytime phone number of the Site Contact. ODSAs must be co-permittees with the Project Owner/ Operator or have their own separate NPDES coverage under the CGP. If this section is left blank, the PO/O will be considered to be the ODSA.

VI. Certifications

DO NOT SIGN IN BLACK INK! The NOI submitted to DHEC must have original signatures for VI.A and VI.B.

- A. The same registered professional must sign and seal the NOI form, SWPPP, calculations, and supporting documentation.
- B. If the Project Owner/ Operator is a company, print the name of the person who is signing the NOI for the Project Owner/ Operator. A person with signatory authority for the Project Owner/ Operator must sign the application. The SWPPP Preparer cannot sign the application for the Project Owner/ Operator. The SWPPP, all reports, including monthly reports, and any information requested by DHEC must be signed by a person with signatory authority for the Project Owner/ Operator or a duly authorized representative. See below for a summary and § 122.22 of S.C. Reg. 61-9 (Appendix C of the CGP) for complete information about signatory authority requirements.
 - Corporation: A responsible corporate officer, (e.g., president, vice-president, certain managers)
 - Partnership or Sole Proprietorship: A general partner or the proprietor, respectively
 - Municipality, State, Federal or Other Public Agency: Principal executive officer or ranking elected official

Fee Schedules

Make sure to answer all applicable questions on the appropriate Fee Schedule. If you are completing the online fillable version of the NOI, the cursor should automatically move to the next question that needs to be answered until all applicable questions have been answered. On Fee Schedule B, as appropriate, you should answer question 2 or question 3. **DO NOT ATTEMPT TO ANSWER BOTH QUESTIONS.**

Office Mechanics and Filing

This form and supporting documentation will be kept in the Central Office files (hard copy or digitized copy) in accordance with the Retention Schedule.

From: Andy Smith [AndyS@Malphrus.com]
Sent: Monday, October 20, 2008 1:18 PM
To: Callaway, Darrell
Cc: Smith, Ryan
Subject: RE: Red Oaks Plaza
Attachments: Malphrus_ENRe-mail08.jpg

The project will be permitted under DTG Holdings LLC. The EIN is 20-4860061.

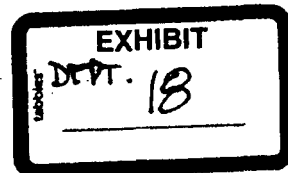
Yes, we want to replat lot ten as you have shown. I do not want to go down the road of replatting lot ten until we have approval on phase 3 in case phase 3 does not happen.

Yes, the hanger lot would be a separate lot.

Andy Smith,
Malphrus Construction Company, Inc
PO Box 21299
Hilton Head Island, SC 29925
Office: 843-379-5700 Fax: 843-379-5777
www.malphrus.com <<http://www.malphrus.com/>>

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From: Callaway, Darrell [mailto:callaway.d@thomas-hutton.com]
Sent: Thursday, October 16, 2008 8:11 AM
To: Andy Smith
Subject: Red Oaks Plaza



Andy,

Can you send me your company EIN number for Resource Development Group, LLC. I'm filling out the NOI for phase 3.

- Are plans for the existing lot 10 at Red Oaks phase 2 to have it re-plated and basically turned into two lots with the addition of the new property? I have included a pdf for you to look at so you know what I'm talking about. This is how the layout we had showed it but I'm

just wanting to double check. Also where the hanger is currently located is this going to become a separate lot as well? If I come up with anything else I'll let you know.

Thanks,

Darrell K. Callaway
Thomas & Hutton Engineering Co.
www.thomas-hutton.com
callaway.d@thomas-hutton.com <<mailto:email@thomas-hutton.com>>
(P) 912-721-4342 (F) 912-234-2950

"Relationships and Solutions for Success"

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From: Andy Smith [AndyS@Malphrus.com]
Sent: Monday, October 20, 2008 1:31 PM
To: Callaway, Darrell
Cc: Smith, Ryan
Subject: RE: Red Oaks Phase 3-NOI application material
Attachments: Malphrus_ENRe-mail08.jpg

I have reviewed the letter and am waiting direction from the seller as to how to handle the wetland situation and NOI application submittal.

Andy Smith,
Malphrus Construction Company, Inc
PO Box 21299
Hilton Head Island, SC 29925
Office: 843-379-5700 Fax: 843-379-5777
www.malphrus.com <<http://www.malphrus.com>>

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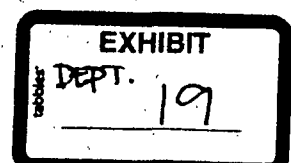
From: Callaway, Darrell [mailto:callaway.d@thomas-hutton.com]
Sent: Thursday, October 16, 2008 2:21 PM
To: Andy Smith
Cc: Smith, Ryan
Subject: Red Oaks Phase 3-NOI application material

Andy,

Please review the attached letter and get back with us at your earliest convenience to discuss potential solutions. We have also included a copy of the NOI application for reference.

Thanks,

Darrell K. Callaway



001172

Thomas & Hutton Engineering Co.

www.thomas-hutton.com

callaway.d@thomas-hutton.com <<mailto:email@thomas-hutton.com>>

(P) 912-721-4342 (F) 912-234-2950

"Relationships and Solutions for Success"

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From: Andy Smith [AndyS@Malphrus.com]
Sent: Monday, December 08, 2008 8:57 AM
To: Smith, Ryan
Cc: Andrew Necker
Subject: RE: Jasper Station Site Inspection
Attachments: DSCN0791.jpg; DSCN0789.jpg; DSCN0790.jpg

Ryan,

I do not understand why Dan wants you both there, but he is paying the bill so it is his call. I have attached pictures of the site showing the silt fence installed and maintained properly. It also shows the site is seeded and the grass is starting to germinate. Andrew Necker will be onsite for the meeting to answer any questions from the contractor's perspective. Call me when you get a minute.

Andy Smith, Area Manager
Malphrus Construction Company, Inc
PO Box 21299
Hilton Head Island, SC 29925
Office: 843-379-5700 Fax: 843-379-5777
www.malphrus.com

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

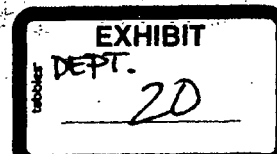
From: Smith, Ryan [mailto:smith.r@thomas-hutton.com]
Sent: Monday, December 08, 2008 8:17 AM
To: Andy Smith
Subject: FW: Jasper Station Site Inspection

Please respond to the inquiry below.

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com
smith.r@thomas-hutton.com
(P) 912-721-4196 (F) 912-721-4296

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

From: Dan Lynch [mailto:danlynch@hargray.com]
Sent: Friday, December 05, 2008 4:47 PM
To: Smith, Ryan; Smith, Gabe
Cc: 'Shahid, Mary'



001174

Subject: FW: Jasper Station Site Inspection

Gabe/Ryan

We would very much like for you both to be in attendance at the meeting noted below. Please call/email me to discuss at your earliest convenience.

Ryan it would help if you would confirm with your client, Malphrus Construction, that stabilization has occurred and that they might be available to answer questions at the meeting.

Thanks

Dan M Lynch
PO Box 448
Port Royal, SC 29935

843-263-9546
843-521-0924 fax
danmlynch@hargray.com

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

From: Shahid, Mary [mailto:MSshahid@mcnair.net]
Sent: Friday, December 05, 2008 1:58 PM
To: 'Dan Lynch'
Subject: FW: Jasper Station Site Inspection

See below and call me when you get a chance. 843-973-6853

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

From: Shannon Hicks [mailto:Hickss@dhec.sc.gov]
Sent: Friday, December 05, 2008 1:51 PM
To: Shahid, Mary
Subject: Jasper Station Site Inspection

Mary-

In response to your letter dated November 14, 2008, I would like meet on site regarding the stabilization of Jasper Station. How does December 17th at 11 am work for your client?

Thanks,

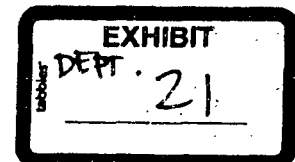
Shannon Hicks, PE
Manager, Stormwater & State Certification
SCDHEC-OCRM Regulatory Programs Division
843.953.0240 phone
843.953.0260 fax
hickss@dhec.sc.gov
<http://www.scdhec.net/environment/ocrm/permit/stormwater.htm>

CIRCULAR 230 DISCLOSURE

TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, WE INFORM YOU THAT ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF (I) AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE OR (II) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR MATTER ADDRESSED HEREIN. THIS ADVICE MAY NOT BE FORWARDED (OTHER THAN WITHIN THE TAXPAYER TO WHICH IT HAS BEEN SENT) WITHOUT OUR EXPRESS WRITTEN CONSENT. TO READ MORE ABOUT THIS DISCLOSURE, PLEASE SEE <http://www.mcnaair.net/230.pdf>

From: Asher Howell [asher@newkirkenv.com]
Sent: Tuesday, January 27, 2009 12:27 PM
To: 'Shahid, Mary'; Smith, Ryan
Subject: Jasper Station - Parcel B
Attachments: 20090127121157375.pdf

FYI - the "no wetland" letter for Jasper Station.



001177



DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
89A Hagood Avenue
CHARLESTON, SOUTH CAROLINA 29403-5107

REPLY TO
ATTENTION OF

January 16, 2009

Regulatory Division

Mr. Asher Howell
Newkirk Environmental, Incorporated
Post Office Box 309
Bluffton, South Carolina 29910

Re: SAC 2008-1981-1JQ
Jasper County

Dear Mr. Howell:

This is in response to your letter of November 18, 2008, requesting a wetland determination, on behalf of Mr. D Lynch, for 18.41-acre tract located southeast of the intersection of Jasper Station Road (S-27-162) and S-27-141, in the Okatee area of Jasper County, South Carolina. The project area is depicted on the survey plat you submitted which was prepared by TG Stanley, signed: 10-30-08, and entitled: "This Plat Prepared At The Request Of / Jasper Station Associates, LLC / A Boundary Survey Of A 18.41 Acre Tract, / Being A Portion Of Tax Map #080-00-03-065, / Near Cherry Point, Jasper County, South Carolina". This site is a portion of a larger tract verified by this office in August, 2005, as reference # SAC 81-2005-1981.

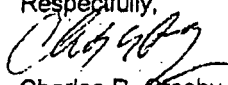
Based on the August, 2005, on-site inspection and a review of aerial photography and soil survey information, it has been determined that the referenced property does not contain any wetland areas or other waters of the United States and, as such, Department of the Army authorization will not be required for mechanized land clearing, excavation, or the placement of dredged or fill material on this site.

Please be advised that this determination is valid for five (5) years from the date of this letter unless new information warrants revision of the delineation before the expiration date. All actions concerning this determination must be complete within this time frame, or an additional delineation must be conducted. For the purposes of 33 CFR 331.2, this is considered to be an approved jurisdictional determination.

In future correspondence concerning this matter, please refer to SAC 2008-1981-1JQ. A copy of this letter is being forwarded to the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management for their information.

If you have any questions concerning this matter, please contact Paul Hinchcliff at 843-329-8044 or toll free at 1-866-329-8187.

Respectfully,


Charles R. Crosby
Chief, South Branch

001178

Enclosure:
Basis for Jurisdiction

Copy Furnished:
South Carolina Department of Health
and Environmental Control
Office of OCRM
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29405

APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

SECTION I: BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): January 13, 2009

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: SAC_Charleston / Jasper_Jasper station B / SAC 2008-2188-1JQ

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: SC County/parish/borough: Jasper City: Okatee

Center coordinates of site (lat/long in degree decimal format): Lat. 32.32850° N, Long. -80.93775° W.

Universal Transverse Mercator:

Name of nearest waterbody: Okatee River

Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: n/a

Name of watershed or Hydrologic Unit Code (HUC): 03050208-090

☒ Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.

☐ Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form.

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

☒ Office (Desk) Determination. Date: 13Jan09

☒ Field Determination. Date(s): aug05

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There Are no "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [Required]

☐ Waters subject to the ebb and flow of the tide.

☐ Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.
Explain:

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There Are no "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. [Required]

1. Waters of the U.S.:

a. Indicate presence of waters of U.S. in review area (check all that apply):¹

- ☐ TNWs, including territorial seas
- ☐ Wetlands adjacent to TNWs
- ☐ Relatively permanent waters² (RPWs) that flow directly or indirectly into TNWs
- ☐ Non-RPWs that flow directly or indirectly into TNWs
- ☐ Wetlands directly abutting RPWs that flow directly or indirectly into TNWs
- ☐ Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs
- ☐ Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs
- ☐ Impoundments of jurisdictional waters
- ☐ Isolated (interstate or intrastate) waters, including isolated wetlands

b. Identify (estimate) size of waters of the U.S. in the review area:

Non-wetland waters: linear feet: width (ft) and/or acres:

Wetlands: acres.

c. Limits (boundaries) of jurisdiction based on: Pick List

Elevation of established OHWM (if known):

2. Non-regulated waters/wetlands (check if applicable):³

☐ Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.
Explain:

¹ Boxes checked below shall be supported by completing the appropriate sections in Section III below.

² For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).

³ Supporting documentation is presented in Section III.F.

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; If the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

1. TNW
Identify TNW:

Summarize rationale supporting determination:

2. Wetland adjacent to TNW
Summarize rationale supporting conclusion that wetland is "adjacent":

B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY)

This section summarizes information regarding characteristics of the tributary and its adjacent wetlands, if any, and it helps determine whether or not the standards for jurisdiction established under *Rapports* have been met.

The agencies will assert jurisdiction over non-navigable tributaries of TNWs where the tributaries are "relatively permanent waters" (RPWs), i.e. tributaries that typically flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). A wetland that directly abuts an RPW is also jurisdictional. If the aquatic resource is not a TNW, but has year-round (perennial) flow, skip to Section III.D.2. If the aquatic resource is a wetland directly abutting a tributary with perennial flow, skip to Section III.D.4.

A wetland that is adjacent to but that does not directly abut an RPW requires a significant nexus evaluation. Corps districts and EPA regions will include in the record any available information that documents the existence of a significant nexus between a relatively permanent tributary that is not perennial (and its adjacent wetlands if any) and a traditional navigable water, even though a significant nexus finding is not required as a matter of law.

If the waterbody⁴ is not an RPW, or a wetland directly abutting an RPW, a JD will require additional data to determine if the waterbody has a significant nexus with a TNW. If the tributary has adjacent wetlands, the significant nexus evaluation must consider the tributary in combination with all of its adjacent wetlands. This significant nexus evaluation that combines, for analytical purposes, the tributary and all of its adjacent wetlands is used whether the review area identified in the JD request is the tributary, or its adjacent wetlands, or both. If the JD covers a tributary with adjacent wetlands, complete Section III.B.1 for the tributary, Section III.B.2 for any onsite wetlands, and Section III.B.3 for all wetlands adjacent to that tributary, both onsite and offsite. The determination whether a significant nexus exists is determined in Section III.C below.

1. Characteristics of non-TNWs that flow directly or indirectly into TNW

(I) General Area Conditions:

Watershed size: Pick List
Drainage area: Pick List
Average annual rainfall: inches
Average annual snowfall: inches

(II) Physical Characteristics:

(a) Relationship with TNW:

- ☐ Tributary flows directly into TNW.
☐ Tributary flows through Pick List tributaries before entering TNW.

Project waters are Pick List river miles from TNW.
Project waters are Pick List river miles from RPW.
Project waters are Pick List aerial (straight) miles from TNW.
Project waters are Pick List aerial (straight) miles from RPW.
Project waters cross or serve as state boundaries. Explain:

Identify flow route to TNW⁵.
Tributary stream order, if known:

⁴ Note that the Instructional Guidebook contains additional information regarding swales, ditches, washes, and erosional features generally and in the arid West.

⁵ Flow route can be described by identifying, e.g., tributary a, which flows through the review area, to flow into tributary b, which then flows into TNW.

(b) General Tributary Characteristics (check all that apply):

Tributary is: ☐ Natural
☐ Artificial (man-made). Explain:
☐ Manipulated (man-altered). Explain:

Tributary properties with respect to top of bank (estimate):

Average width: feet
Average depth: feet
Average side slopes: Pick List.

Primary tributary substrate composition (check all that apply):

☐ Silts ☐ Sands ☐ Concrete
☐ Cobbles ☐ Gravel ☐ Muck
☐ Bedrock ☐ Vegetation. Type/% cover:
☐ Other. Explain:

Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain:

Presence of run/riffle/pool complexes. Explain:

Tributary geometry: Pick List

Tributary gradient (approximate average slope): %

(c) Flow:

Tributary provides for: Pick List

Estimate average number of flow events in review area/year: Pick List

Describe flow regime:

Other information on duration and volume:

Surface flow is: Pick List. Characteristics:

Subsurface flow: Pick List. Explain findings:

☐ Dye (or other) test performed:

Tributary has (check all that apply):

☐ Bed and banks
☐ OHWM⁶ (check all indicators that apply):
☐ clear, natural line impressed on the bank ☐ the presence of litter and debris
☐ changes in the character of soil ☐ destruction of terrestrial vegetation
☐ shelving ☐ the presence of wrack/line
☐ vegetation matted down, bent, or absent ☐ sediment sorting
☐ leaf litter disturbed or washed away ☐ scour
☐ sediment deposition ☐ multiple observed or predicted flow events
☐ water staining ☐ abrupt change in plant community
☐ other (list):

☐ Discontinuous OHWM.⁷ Explain:

If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):

☐ High Tide Line indicated by: ☐ Mean High Water Mark indicated by:
☐ oil or scum line along shore objects ☐ survey to available datum;
☐ fine shell or debris deposits (foreshore) ☐ physical markings;
☐ physical markings/characteristics ☐ vegetation lines/changes in vegetation types
☐ tidal gauges
☐ other (list):

(iii) Chemical Characteristics:

Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.).

Explain:

Identify specific pollutants, if known:

⁶A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.

⁷Ibid.

(iv) **Biological Characteristics. Channel supports (check all that apply):**

- ☐ Riparian corridor. Characteristics (type, average width):
- ☐ Wetland fringe. Characteristics:
- ☐ Habitat for:
 - ☐ Federally Listed species. Explain findings:
 - ☐ Fish/spawn areas. Explain findings:
 - ☐ Other environmentally-sensitive species. Explain findings:
 - ☐ Aquatic/wildlife diversity. Explain findings:

2. **Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW**

(I) **Physical Characteristics:**

(a) **General Wetland Characteristics:**

Properties:

Wetland size: acres

Wetland type. Explain:

Wetland quality. Explain:

Project wetlands cross or serve as state boundaries. Explain:

(b) **General Flow Relationship with Non-TNW:**

Flow is: Pick List. Explain:

Surface flow is: Pick List

Characteristics:

Subsurface flow: Pick List. Explain findings:

☐ Dye (or other) test performed:

(c) **Wetland Adjacency Determination with Non-TNW:**

☐ Directly abutting

☐ Not directly abutting

☐ Discrete wetland hydrologic connection. Explain:

☐ Ecological connection. Explain:

☐ Separated by berm/barrier. Explain:

(d) **Proximity (Relationship) to TNW**

Project wetlands are Pick List river miles from TNW.

Project waters are Pick List aerial (straight) miles from TNW.

Flow is from: Pick List.

Estimate approximate location of wetland as within the Pick List floodplain.

(II) **Chemical Characteristics:**

Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality; general watershed characteristics; etc.). Explain:

Identify specific pollutants, if known:

(III) **Biological Characteristics. Wetland supports (check all that apply):**

- ☐ Riparian buffer. Characteristics (type, average width):
- ☐ Vegetation type/percent cover. Explain:
- ☐ Habitat for:
 - ☐ Federally Listed species. Explain findings:
 - ☐ Fish/spawn areas. Explain findings:
 - ☐ Other environmentally-sensitive species. Explain findings:
 - ☐ Aquatic/wildlife diversity. Explain findings:

3. **Characteristics of all wetlands adjacent to the tributary (if any)**

All wetland(s) being considered in the cumulative analysis: Pick List

Approximately () acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

Directly abuts? (Y/N)

Size (in acres)

Directly abuts? (Y/N)

Size (in acres)

Summarize overall biological, chemical and physical functions being performed:

C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapans* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

Note: the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:

1. Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs. Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D:
2. Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs. Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:
3. Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW. Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. TNWs and Adjacent Wetlands. Check all that apply and provide size estimates in review area:
☐ TNWs: linear feet width (ft), Or, acres.
☐ Wetlands adjacent to TNWs: acres.
2. RPWs that flow directly or indirectly into TNWs.
☐ Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial:
☐ Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally:

Provide estimates for jurisdictional waters in the review area (check all that apply):

- ☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters:

3. Non-RPWs⁸ that flow directly or indirectly into TNWs.

- ☐ Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):

- ☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters:

4. Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.

- ☐ Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.
☐ Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW.
☐ Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW.

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

5. Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.

- ☐ Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

6. Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.

- ☐ Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area: acres.

7. Impoundments of jurisdictional waters.⁹

As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.

- ☐ Demonstrate that impoundment was created from "waters of the U.S.," or
☐ Demonstrate that water meets the criteria for one of the categories presented above (1-6), or
☐ Demonstrate that water is isolated with a nexus to commerce (see E below).

E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):¹⁰

- ☐ which are or could be used by interstate or foreign travelers for recreational or other purposes.
☐ from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
☐ which are or could be used for industrial purposes by industries in interstate commerce.
☐ Interstate isolated waters. Explain:
☐ Other factors. Explain:

Identify water body and summarize rationale supporting determination:

⁸See Footnote # 3.

⁹To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.

¹⁰Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA Memorandum Regarding CWA Act Jurisdiction Following Rapunus.

Provide estimates for jurisdictional waters in the review area (check all that apply):

- ☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters:
☐ Wetlands: acres.

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):

- ☐ If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
☐ Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
☐ Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
☐ Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain:
☐ Other: (explain, if not covered above):

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
☐ Lakes/ponds: acres.
☐ Other non-wetland waters: acres. List type of aquatic resource:
☐ Wetlands: acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
☐ Lakes/ponds: acres.
☐ Other non-wetland waters: acres. List type of aquatic resource:
☐ Wetlands: acres.

SECTION IV: DATA SOURCES

A. SUPPORTING DATA: Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked, and requested; appropriately reference sources below):

- ☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
☒ Data sheets prepared/submitted by or on behalf of the applicant/consultant:
☒ Office concurs with data sheets/delineation report.
☐ Office does not concur with data sheets/delineation report.
☐ Data sheets prepared by the Corps:
☐ Corps navigable waters study:
☐ U.S. Geological Survey Hydrologic Atlas:
☐ USGS NHD data.
☐ USGS 8 and 12 digit HUC maps:
☒ U.S. Geological Survey map(s). Cite scale & quad name: SC/Jasper.
☒ USDA Natural Resources Conservation Service Soil Survey. Citation: Jasper74.
☒ National wetlands inventory map(s). Cite name:
☐ State/Local wetland inventory map(s):
☐ FEMA/FIRM maps:
☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
☒ Photographs: ☒ Aerial (Name & Date): SC99/1121138.
or ☐ Other (Name & Date):
☒ Previous determination(s). File no. and date of response letter: SAC 81-2005-1981 / 08feb06.
☐ Applicable/supporting case law:
☐ Applicable/supporting scientific literature:
☐ Other information (please specify):

B. ADDITIONAL COMMENTS TO SUPPORT JD: The 18.41-acre site is a part of a larger, coastal shrub/scrub commercial tract first verified by this office in 2005. Since that time, the the original tract has been subdivided and portions of an isolated, non-jurisdictional wetland on the current site have been filled per SC OCRM permit #27-06-08-01. As a result, the site no longer holds wetlands.

Ms. Neale,

We received your letter dated August 21, 2009 regarding the Notice of Intent to Terminate Permit Coverage for Red Oaks Phase 3.

Thomas and Hutton Engineering Co. has a long standing relationship with OCRM and we are troubled with the accusatory tone of the letter. We have been in business for over 60 years and we have always operated with the utmost professional integrity.

The letter states the applicant failed to disclose or misrepresented relevant facts. According to OCRM, this misrepresentation and failed disclosure occurred in three sections of the NOI.

Section IIB. - Property Owner Information:

The application requests information pertaining to the Owner/Operator for the site. The company listed on the NOI was under contract to purchase the property and was going to be the Operator responsible for construction activities of the site. If the property sale closes, DTG will be the Owner and be responsible for day-to-day control. It was not our intention to be misleading, the Operator would have become the Owner by the time the disturbing activities would have commenced.

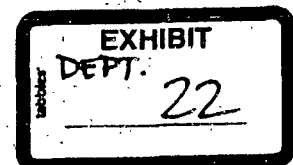
Section III.G. - Notice to Comply:

Please note the application was prepared and signed by the Engineer of Record in October 2009 as indicated on the NOI. The NOI was not signed until February by the Owner/Operator because we were waiting on the wetland determination to be approved by the United States Army Corps of Engineers. The wetland determination dated January 16, 2009 which was forwarded to your office and included in our NOI application indicates the determination was prepared for on behalf of Dan Lynch. The determination was for the depicted area from the plat and the plat was entitled "This Plat Prepared At The Request Of / Jasper Station Associates, LLC / A Boundary Survey Of A 18.41 Acre Tract / Being A Portion of Tax Map #080-00-03-065 / Near Cherry Point, Jasper County, South Carolina". Following the receipt of the wetland determination, the Owner/Operator signed the NOI and it was submitted to OCRM. We were unaware of the letter dated November 5, 2008 at the time the NOI was prepared. The letter is regarding a Warning Notice and not specifically listed as a Notice to Comply or Notice of Violation as required in the NOI.

Section III.I. - Other Approvals for this Site:

As indicated on the NOI, the line was left blank. We did not materially misrepresent the facts but this was an oversight on our part. However we did include the following information associated with the site in our submittal:

- Latitude and Longitude
- Tax Map Number
- Wetland Determination
- Boundary Survey associated with Wetland Determination



- Vicinity Map
- Digital Project Boundary on State Plane Coordinates
- Multiple Exhibits illustrating the site(as a portion of the larger Jasper Station Tract)

Based on the information provided, OCRM should have discerned where the project was located and comment to us that the NOI was incomplete. At that time, we would have revised the NOI and resubmitted. This same theory would apply to the information provided under Section III.G. It is unreasonable to accuse us of misrepresentation when the information provided clearly discloses the location of the property.

We would respectfully request a meeting to help clarify our position and will make ourselves available when it is convenient for you. We would like you to officially resend your letter and resend any inference that Thomas and Hutton intentionally materially misrepresented information or facts related to this project.

Sincerely,

Ryan Smith, P.E.

From: Shahid, Mary [MShahid@mcnair.net]
Sent: Wednesday, May 26, 2010 7:49 AM
To: Smith, Ryan
Cc: Stanley, Nick
Subject: RE: DHEC Notice of 30(b)(6) Depo.pdf

please don't reschedule your meeting - I'm going to reschedule this depo.

From: Smith, Ryan [smith.r@thomasandhutton.com]
Sent: Tuesday, May 25, 2010 10:56 AM
To: Shahid, Mary
Cc: Stanley, Nick
Subject: RE: DHEC Notice of 30(b)(6) Depo.pdf

Mary,
Would you please provide T&H with a clear understanding of our role in the upcoming hearing and on whose behalf we will be acting. I would like to prepare responses for your review prior to the hearing. Just so you know, we have not heard from Jasper Station or DTG requesting our testimony at this hearing and want to be sure everyone is on the same page.

I have a meeting on June 3 at 10am that I am trying to reschedule but as of now I would be unavailable. Not to mention, I would request a little more time to collect information, draft a response and have you review it.

I have copied Nick on this email and have forwarded him the deposition.

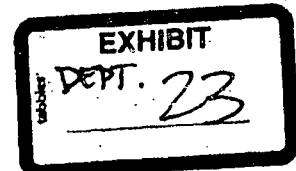
Are you available this afternoon for a brief discussion? Say 4? If not, can we do it tomorrow morning at 9?

Ryan M. Smith, P.E., LEED AP
Thomas & Hutton Engineering Co.
www.thomas-hutton.com
smith.r@thomas-hutton.com
(P) 912-721-4196 (F) 912-721-4296

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

From: Donahue, Janet [mailto:JDonahue@mcnair.net]
Sent: Tuesday, May 25, 2010 10:27 AM
To: Smith, Ryan; 'danmlynch@hargray.com'; 'kentuckybg@aol.com'; 'Andy Smith'; 'GreggM@alphrus.com'
Cc: Shahid, Mary
Subject: DHEC Notice of 30(b)(6) Depo.pdf

Gentlemen - attached are the Department's Notices of 30(b)(6) depositions for Jasper Station Associates and DTG Holdings which have been noticed for Thursday, June 3 beginning at 10:00 a.m. at DHEC's offices in Charleston. To begin with, please let us know your availability on June 3rd. If you are unavailable on June 3rd, do not be concerned, we will ask DHEC for additional dates for the depositions. Next, please review the matters which DHEC has listed in the 30(b)(6) notices and let us know who will be able to testify to those matters. If you should have any questions, do not hesitate to contact us. Thanks. Janet



001189

Janet B. Donahue-Walden
Paralegal
jdonahue@mcnair.net | 843 973 6856 Direct

McNair Law Firm, P.A.
Charleston Office 100 Calhoun Street | Suite 400 | Charleston, SC 29401
843 723 7831 Main | 843 805 6572 Fax
Mailing Post Office Box 1431 | Charleston, SC 29402

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From: Smith, Ryan
Sent: Wednesday, September 02, 2009 8:20 AM
To: Andy Smith
Subject: RE: Letter to Ms. Barbara Neale re: Red Oaks Phase 3
Attachments: image002.jpg

I believe it is both.

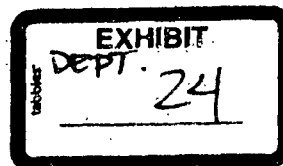
I feel like we should revise the application and resubmit but Mary does not want to give them the ability to officially deny the application. I will let her lead the charge. The Jasper Station deal will probably end up in court in November.

Ryan M. Smith, P.E., LEED AP
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com>> smith.r@thomas-hutton.com
<<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

From: Andy Smith [<mailto:AndyS@Malphrus.com>]
Sent: Tuesday, September 01, 2009 8:40 PM
To: Smith, Ryan
Subject: RE: Letter to Ms. Barbara Neale re: Red Oaks Phase 3

Well written. Does OCRM really think that you intentionally misrepresented the project or that they just made a mistake and are trying to cover their ass?

Andy Smith, Director of Estimating/Business Development
Malphrus Construction Company, Inc
2442 Remount Road, Suite 210
North Charleston, SC 29406
Office: 843-725-5700 Fax: 843-725-5777



001191

www.malphrus.com <<http://www.malphrus.com/>>

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From: Smith, Ryan [<mailto:smith.r@thomas-hutton.com>]
Sent: Tuesday, September 01, 2009 4:12 PM
To: Andy Smith; Gregg Malphrus
Subject: FW: Letter to Ms. Barbara Neale re: Red Oaks Phase 3

This is our response letter to OCRM.

Ryan M. Smith, P.E., LEED AP
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com/>>
smith.r@thomas-hutton.com <<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

From: Pendley, Mary On Behalf Of Bohannon, Mitchell
Sent: Tuesday, September 01, 2009 3:54 PM
To: Smith, Ryan
Subject: Letter to Ms. Barbara Neale re: Red Oaks Phase 3

Mary B. Pendley

Executive Assistant

Thomas & Hutton Engineering Co.

935 Houston Northcutt Boulevard - P.O. Box 1522

001192

Mount Pleasant, South Carolina 29465-1522

pendley.m@thomas-hutton.com

(P) 843-725-5325 (F) 843-849-0203

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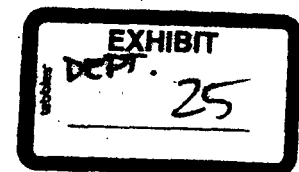
From: Smith, Ryan
Sent: Thursday, March 26, 2009 11:47 AM
To: Smith, Gabe
Subject: Red Oaks

Give me a call when you get a chance.

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com>> smith.r@thomas-hutton.com
<<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

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001194

From: Smith, Ryan
Sent: Wednesday, April 01, 2009 12:44 PM
To: 'Andy Smith'
Cc: Callaway, Darrell
Subject: Red Oaks Lagoons

Andy,

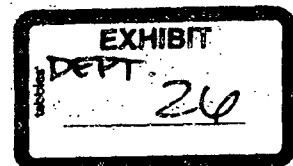
We could shrink the width of the lagoons and subsequently reduce the acreage by approximately 1 acre. Based on the preliminary calculations, this would increase the ponding elevation by 0.3'.

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com>> smith.r@thomas-hutton.com
<<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

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001195



From: Smith, Ryan
Sent: Monday, March 23, 2009 4:37 PM
To: Andy Smith
Subject: Red Oaks Phase 3

OCRM - We received a phone call from Efi (reviewer) requesting 4 copies of the plans to stamp for approval. He had no comments.

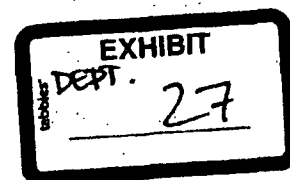
BJWSA - Received a comment for us to arrange a design meeting. Didn't receive any comments on the plans.

SCDHEC - Will submit following OCRM approval.

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com>> smith.r@thomas-hutton.com
<<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

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From: Smith, Ryan
Sent: Thursday, January 29, 2009 1:44 PM
To: Callaway, Darrell
Subject: FW: Red Oaks Phase 3
Attachments: Malphrus_ENRe-mail08.jpg

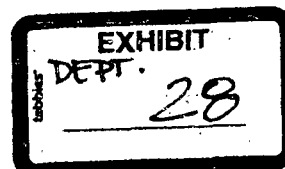
From: Andy Smith [AndyS@Malphrus.com]
Sent: Wednesday, January 28, 2009 2:19 PM
To: Smith, Ryan
Subject: Red Oaks Phase 3

No I did not say Red Stripe round three. Get back to work.

Bob Glover called and they got their "No Wet" letter from the ACOE. He wants to submit to OCRM as soon as possible. I talked with Gregg and he is fine submitting for the permit, but we need to know amount of fill pretty quickly so that we can discuss with Bob. Call me Monday morning.

Andy Smith, Area Manager
Malphrus Construction Company, Inc
2442 Remount Road, Suite 210
North Charleston, SC 29406
Office: 843-725-5700 Fax: 843-725-5777
www.malphrus.com <<http://www.malphrus.com/>>

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STANDARD APPLICATION FORM FOR CONSTRUCTION SITES
DISTURBING MORE THAN 2 ACRES
SOUTH CAROLINA DEPARTMENT OF HEALTH & ENVIRONMENTAL CONTROL
STORMWATER MANAGEMENT
(See Reverse for Instructions)

Submission of this application constitutes notice that the party identified in Section 2 of this form intends to be authorized by a NPDES permit issued for storm water discharges associated with construction activity in the State of South Carolina. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.

Section 1

DATE: March 28, 2002

1. FACILITY NAME OR PROJECT NAME: Red Oaks Plaza - Phase II
COUNTY: Jasper CITY/TOWN: Cherry Point Area
LOCATION: (also shown on location map): Off U.S. Hwy 170 between Hwy. 141 and Pearlstone Road
LATITUDE: 80°58'00" LONGITUDE: 32°18'30"
TAX MAP #: 080-00-03-068, 080-00-03-069 USGS QUADNAME: Jasper

2. NEAREST RECEIVING WATERBODY: Marshes of the Okechie River
DISTANCE TO NEAREST RECEIVING WATERBODY: Approx. 4500 feet
NEXT KNOWN RECEIVING WATERBODY: Colleton River

Section 2

3. PROPERTY OWNER OF RECORD: Resource Development Group, LLC
ADDRESS: 1008-F Fording Island Road #282, Bluffton, South Carolina 29910
PHONE (DAY): 843-227-5700 (NIGHT): 843-227-5700 (FAX): 843-227-5777

4. PERSON FINANCIALLY RESPONSIBLE FOR THE LAND DISTURBING ACTIVITY: Same as above
(If different than above)
ADDRESS: Same as the above
PHONE (DAY): Same as the above (NIGHT): Same as the above (FAX): Same as the above

5. AGENT OR CONTACT PERSON: Mr. James E. Ayers II
ADDRESS: 1008-F Fording Island Road, Bluffton, South Carolina 29910
PHONE (DAY): 843-227-5700 (FAX): 843-227-5777 (MOBILE): N/A

6. ENGINEER, TECHNICAL REPRESENTATIVE OR FIRM: Thomas & Hutton Engineering Co.
ADDRESS: Post Office Box 2727, Savannah, GA 31402
PHONE (DAY): 912-234-5300 (FAX): 912-234-2950 (MOBILE): N/A

7. CONTRACTOR OR OPERATOR (if known): Malphrus Construction Company, Inc.
ADDRESS: 30 Red Oaks Lane, Ridgeland, SC 29936
PHONE (DAY): 843-227-5700 (FAX): 843-227-5777 (MOBILE): N/A

Section 3

8. SIZE, TOTAL (acres): 21.38 SURFACE AREA OF LAND DISTURBANCE (acres): 5.5

9. IS THIS PART OF A LARGER COMMON PLAN FOR DEVELOPMENT OR SALE? No
IF YES, WHAT IS THE STATE PERMIT NUMBER? N/A
WHAT IS THE NPDES PERMIT NUMBER (if applicable)? N/A
HAS A NOTICE OF TERMINATION BEEN SUBMITTED? N/A

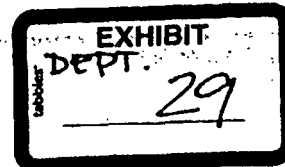
10. SIC CODE: 1611,1623 (SIC code only required if site disturbs 5 acres or more)
IS THE SITE LOCATED ON INDIAN LANDS? (if site disturbs 5 or more acres) N/A

11. TYPE OF PROJECT & FEES (please circle the type of activity): Commercial
a. Federal - State - Local - School (Exempt from STATE fees, NPDES fee may apply):
b. Industrial - Commercial - Residential - Part of a Larger Common Plan for Development or Sale (\$50 per disturbed acre, max. \$1,000 state fee per project): \$275.00
(In addition a \$125 NPDES administration fee will be required on all projects disturbing 5 acres or more)

TOTAL FEE: \$ 400.00

DHEC 3306 (07/1998)

T:FORMS/DHEC2AC-MORE



001198

12. START DATE: 5/01/02 COMPLETION DATE: 8/31/02

13. ARE THERE ANY FRESHWATER WETLANDS LOCATED ON THE PROPERTY? Yes

IF YES, HAVE THE WETLANDS BEEN DELINEATED? Yes

ARE ANY WETLANDS BEING IMPACTED BY THIS PROJECT? No

14. ARE THERE ANY EXISTING FLOODING PROBLEMS IN THE SURROUNDING AREAS? No

Section 4

CERTIFICATION

15. I HEREBY CERTIFY THAT ALL LAND DISTURBING CONSTRUCTION AND ASSOCIATED ACTIVITY PERTAINING TO THIS SITE SHALL BE ACCOMPLISHED PURSUANT TO AND IN KEEPING WITH THE TERMS AND CONDITIONS OF THE APPROVED PLANS. I ALSO CERTIFY THAT A RESPONSIBLE PERSON WILL BE ASSIGNED TO THE PROJECT FOR DAY-TO-DAY CONTROL. I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

Edwina M. Kendrick, MEMBER

PRINTED NAME

OWNER/PERSON FINANCIALLY RESPONSIBLE

(Engineer may not sign for the owner)

Edwina M. Kendrick, member

SIGNATURE

OWNER/PERSON FINANCIALLY RESPONSIBLE

(Engineer may not sign for the owner)

16. I HEREBY GRANT AUTHORIZATION TO THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL AND/OR THE LOCAL IMPLEMENTING AGENCY THE RIGHT OF ACCESS TO THE SITE AT ALL TIMES FOR THE PURPOSE OF ON SITE INSPECTIONS DURING THE COURSE OF CONSTRUCTION AND TO PERFORM MAINTENANCE INSPECTIONS FOLLOWING THE COMPLETION OF THE LAND DISTURBING ACTIVITY.

Edwina M. Kendrick, MEMBER

PRINTED NAME

OWNER/PERSON FINANCIALLY RESPONSIBLE

(Engineer may not sign for the owner)

Edwina M. Kendrick, member

SIGNATURE

OWNER/PERSON FINANCIALLY RESPONSIBLE

(Engineer may not sign for the owner)

17. DESIGNER CERTIFICATION - FIVE COPIES OF THE PLANS, ALL SPECIFICATIONS AND SUPPORTING CALCULATIONS, FORMS, AND REPORTS ARE HEREBY SUBMITTED AND MADE A PART OF THIS APPLICATION. I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS SUBMITTED SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. FURTHER, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, AND PURSUANT REGULATION 72-300.

[Signature]
SIGNATURE

13787
S.C. REGISTRATION NUMBER

ENGINEER

TIER B. LAND SURVEYOR

LANDSCAPE ARCHITECT

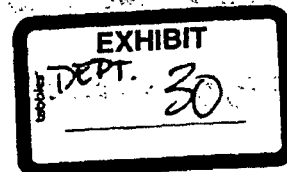
From: Smith, Ryan
Sent: Wednesday, October 15, 2008 8:55 AM
To: Callaway, Darrell
Subject: Red Oaks LD Application
Attachments: 18767.330.pdf

We need to prepare this and send it to Mary Shahid. Her email is shown in the attached letter.

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com>> smith.r@thomas-hutton.com
<<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

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001200

18767.330

MCNAIR LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW

MARY D. SHAHID
mshahid@mcnair.net
100 CALHOUN STREET, SUITE 400
CHARLESTON, SOUTH CAROLINA 29401

www.mcnair.net

POST OFFICE BOX 1431
CHARLESTON, SOUTH CAROLINA 29402
TELEPHONE (843) 723-7831
FACSIMILE (843) 805-6558

October 8, 2008

Shannon Hicks, PE
Manager, Stormwater and State Certification
SCDHEC-OCRM
1362 McMillan Avenue
Suite 400
Charleston, S. C. 29405

RE: Jasper Station Tract

Dear Ms. Hicks:

I am in receipt of a copy of your letter to my client, Jasper Station Associates, LLC, ("Jasper Station"). In this letter, dated September 30, 2008, and addressed to Dan Lynch, you advise that the South Carolina Department of Health and Environmental Control ("DHEC" or "the Department") is denying the permit application which Jasper Station submitted to you on July 25, 2006, two years and two months before your letter of September 30th.

Jasper Station has obtained coverage under the NPDES General Permit for Stormwater Discharges, SCR100000, under the automatic or, default, coverage provision of S.C. Code Reg. 72-305(M). Your letter of September 30, 2008, is unenforceable and constitutes an ultra vires act. The Department does not have the authority, by statute or regulation, to render a permitting decision when there is no permit application pending before the Department. And, the Department does not have the authority, by statute or regulation, to deny coverage under the NPDES General Permit for Stormwater Discharges, SCR100000, once coverage has been obtained by default through operation of S. C. Code Reg. 72-305(M). My client intends to disregard your letter and considers it to have no legal or administrative force or effect.

Be further advised that should your agency's ultra vires act have a negative effect on my client in its efforts to finance, contract, sell, or develop the land presently known as the Jasper Station Tract, then my client will bring an action against the Department for, among other things, gross negligence in the handling of the Department's permitting responsibilities.

It has been one year and four months since you were notified that Jasper Station was invoking S. C. Code Reg. 72-305(M). The City of Hardeeville notified OCRM in July of this year that Jasper Station had sought a development permit from them to clear, muck and fill the Jasper Station Tract property. OCRM never responded to the City of Hardeeville and the City issued its authorization to Jasper Station approximately one month ago. Upon receiving a permit from the City, Jasper Station has mobilized and is actively working on the site. Jasper Station has sales contracts pending, and is preparing to seek additional approvals related to

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CHARLESTON 304757v1

001201

Shannon Hicks, PE
October 8, 2008
Page 2

development of the Jasper Station Tract. Jasper Station's activities are done in reliance upon the automatic, or default, coverage provision of S. C. Reg. 72-305(M). The Department has absolutely no authority to revoke, modify, or suspend permit coverage now.

I remind you again that Jasper Station submitted its request for coverage on July 25, 2006. That request was modified, at OCRM's request, on November 28, 2006. Between November of 2006 and March of 2007, the applicant struggled to determine the status of the pending application through meetings, e-mail communications, and phone calls. OCRM never responded. Jasper Station even sought intervention in a pending ALC case, in an effort to bring finality to its permit application. OCRM objected to intervention and ignored Jasper Station's representations to the Court that intervention was necessary, because OCRM had failed and refused to render a decision on Jasper Station's application based on the pending ALC case. It appeared that OCRM would hold up Jasper Station's ability to recoup its investment indefinitely, with Jasper Station paying \$26,500.00 per month in interest. Finally, in May of 2007, Jasper Station invoked the default provisions of 72-300 et seq. It wasn't until June 11, 2007, almost a full year from the time the application was submitted and after Jasper Station notified OCRM that it was invoking 72-305, that OCRM formally responded. And, upon receipt of OCRM's response, I quickly notified you that Jasper Station was moving forward to obtain local government approvals.

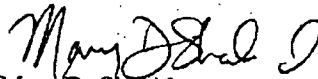
These indisputable facts have been well-documented in all of my correspondence with OCRM. OCRM has never challenged these facts. I have copies of every e-mail and every letter sent to OCRM staff regarding this project, in which I literally begged for some sort of resolution so that my client could pursue available administrative remedies if necessary. I was ignored. I am eager to present these facts to the Court of Common Pleas. I cannot imagine any circumstances which would justify OCRM's conduct towards my client.

OCRM is unjustified in taking any further action against my client. Jasper Station has a legal right to rely on permit coverage by default. But, if additional action is taken or enforcement is sought by OCRM, or if your letter has the effect of preventing my client from financing, contracting, selling, or developing the Jasper Station Tract, then we will file an action for monetary damages.

McNAIR LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW

Shannon Hicks, PE
October 8, 2008
Page 3

Very truly yours,


Mary D. Shahid

MDS:mds

cc: Jasper Station Associates, LLC
Elizabeth Dieck, Chief Counsel, OCRM
Carolyn Boltin, Deputy Commissioner, OCRM
Barbara Neale, OCRM
Jeff Thompson, OCRM
✓ Nicholas D. Stanley, P. E., Thomas & Hutton Engineering, Inc.
Amy E. Armstrong, Esq.
Timothy N. Hall, USFWS
Susan Davis, SCDNR

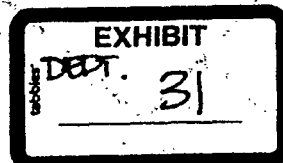
From: Smith, Ryan
Sent: Wednesday, October 08, 2008 6:16 PM
To: Callaway, Darrell
Subject: Red Oaks

We need to show them what the average road elevation and lot elevation so they can calculate dirt numbers...come see me to discuss... We also need to draw the lagoon size we would need for just our property and locate it on their property(in the same location we have it shown).

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com>> smith.r@thomas-hutton.com
<<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

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001204

SHOR.

DA: 3
AREA: 43.28 Ac.
Tc: 15 min.
CN: 92

LAGOON I
T.O.W.: 16.00
T.O.B.: 21.00
25 YR. F.E.: 19.42
100 YR. F.E.: 20.62

DA: 1
AREA: 7.35 Ac.
Tc: 15 min.
CN: 94

DA: 2
AREA: 12.25 Ac.

DA: 4
AREA: 14.77 Ac.
Tc: 15 min.
CN: 92

HWY 1A1

001205

From: Smith, Ryan
Sent: Friday, October 03, 2008 10:28 AM
To: Andy Smith
Subject: Malphus Red Oaks Design Issues for discussion

1. I am sure I will be writing a few of these emails as we work through our internal pre-design meetings. We talked about the stormwater being handled offsite...What is the potential for them to dedicate property for retention that would benefit them later? This will need to be determined fairly quickly.

2. I made the assumption the access to 141 is already existing and was used to clear the property. Is this correct? If not, we may need to obtain a construction access from the DOT as 141 is a state route. Not anything too difficult, but may be necessary. That is if we want to use it for secondary access which is what Gregg wanted.

3. Building Pad size - we need to agree on something for grading purposes

4. We will assume a 2500GPM fire flow...consistent with Phase2. Do you have an objection to that?

5. When was this property annexed into Hardeeville?

6. Can we put the pump station on their property to benefit them later...generate some sort of cost sharing agreement? If not, did you have a preference for location?

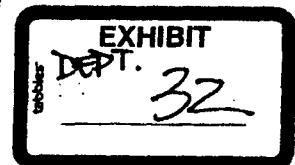
7. I know you had said we are not stubbing water or sewer to them. Is this still the case?

8. Where is the material coming from for this job. I am assuming there will be a substantial amount of fill required considering we are building in a wetland.

Call me when you have a moment.

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com>> smith.r@thomas-hutton.com
<<mailto:email@thomas-hutton.com>>
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001207

From: Smith, Ryan
Sent: Monday, August 11, 2008 1:38 PM
To: Andy Smith
Cc: Stuart Sligh; Josh Bell
Subject: RE: Red Oaks Plaza Wetland Exhibit

Andy,

Our surveyor got back from vacation today. Following my request for the wetland plat he told me about the language below....

The following paragraph was taken from the proposed changes to the South Carolina Minimum Standards Manual.

(20) Wetlands Survey: A survey showing the boundaries of an area delineated as "jurisdictional wetlands". If used as a boundary dividing properties the delineated line(s) must be monumented. "Wetland Survey" data collection and platting must be performed under the direct supervision of a licensed land surveyor. A surveyor may not accept wetlands data from non-licensed individuals who are not under their direct supervision for the purpose of recording the information on survey plats.

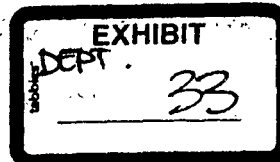
Therefore, we cannot create a plat from the exhibit as requested unless we do the following....

1. We can stake the wetland based on the exhibit.
2. Stuart can verify he is satisfied with the stakes.
3. We can prepare the plat.

Same result...just an extra step. Should we go ahead?

You can always see if another RLS will do the plat for you. It won't offend me...either way, let me know so I can schedule a crew.

Thanks,



001208

Ryan M. Smith, P.E.

Thomas & Hutton Engineering Co.

www.thomas-hutton.com <<http://www.thomas-hutton.com>> smith.r@thomas-hutton.com

<<mailto:email@thomas-hutton.com>>

(P) 912-721-4196 (F) 912-721-4296

From: Stuart Sligh [mailto:s_sligh@slighec.com]

Sent: Monday, August 04, 2008 5:20 PM

To: Smith, Ryan; Josh Bell

Cc: Andy Smith

Subject: Re: Red Oaks Plaza Wetland Exhibit

Ryan:

We delineated the wetland without realizing there were covenants on the wetland. Andy pulled the recorded plat from the Courthouse that shows the restricted area plus adjacent upland buffer. I can send you that information.

If possible, I think we should get verified the current delineation as shown on the March 26 exhibit. Do we need to put the covenant language or reference the covenants on the plat?

This may be a long shot. My thoughts are if we can get the USACE to say isolated non-jurisdictional, and then we can get them to modify the covenants and purchase credits or something to offset the 0.83-acre mitigation area (including buffer), then we could apply to OCRM for a permit to fill as commercial lot.

What are your thoughts Ryan and Andy.

Stuart

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

From: Smith, Ryan <<mailto:smith.r@thomas-hutton.com>>

To: Josh Bell <mailto:j_bell@slighec.com> ; Stuart Sligh
<mailto:s_sligh@slighec.com>

Cc: Andy Smith <<mailto:AndyS@Malphrus.com>>

Sent: Monday, August 04, 2008 4:45 PM

Subject: RE: Red Oaks Plaza Wetland Exhibit

A couple of things,

1. Does anyone have the original wetland plat that would show this wetland? I could find it in the garage but I am trying to avoid it.
2. Does anyone have the C&R documents filed for that wetland? Same as above.
3. If the answer to the above questions is no....Am I hearing you have verified the wetlands as shown in the exhibit dated March 26, 2008 and would like us to prepare a plat based on your verification?

Thanks,

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com/>>
smith.r@thomas-hutton.com <<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

From: Josh Bell [mailto:j_bell@slighec.com]
Sent: Monday, August 04, 2008 4:28 PM
To: Smith, Ryan
Subject: Red Oaks Plaza Wetland Exhibit

Ryan - attached is the Red Oaks Plaza exhibit dated March 26, 2008. When you get the updated plat completed, please let us know and we will come pick it up. Feel free to call or email us if you have any questions or if you need anything further. Thank a lot.

Josh B. Bell

Field Biologist

Sligh environmental consultants, inc

001210

31 Park of Commerce Way / Suite 200B

Savannah, Georgia 31405

t 912.232.0451

f 912.232.0453

www.slighec.com

From: Smith, Ryan
Sent: Monday, August 11, 2008 9:08 AM
To: Gammon, Grant
Subject: FW: Red Oaks Plaza Wetland Exhibit
Attachments: red oak cov_0001.pdf

Call me please. Lets come up with a solution to our problem....

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com <<http://www.thomas-hutton.com/>> smith.r@thomas-hutton.com
<<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

From: Stuart Sligh [mailto:s_sligh@slighec.com]
Sent: Monday, August 04, 2008 5:24 PM
To: Smith, Ryan
Subject: Re: Red Oaks Plaza Wetland Exhibit

Covenant Exhibit Attached.

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

From: Smith, Ryan <<mailto:smith.r@thomas-hutton.com>>
To: Josh Bell <mailto:j_bell@slighec.com> ; Stuart Sligh
<mailto:s_sligh@slighec.com>
Cc: Andy Smith <<mailto:AndyS@Malphrus.com>>
Sent: Monday, August 04, 2008 4:45 PM
Subject: RE: Red Oaks Plaza Wetland Exhibit

A couple of things,

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3. If the answer to the above questions is no....Am I

hearing you have verified the wetlands as shown in the exhibit dated March 26, 2008 and would like us to prepare a plat based on your verification?

Thanks,

Ryan M. Smith, P.E.
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smith.r@thomas-hutton.com <<mailto:email@thomas-hutton.com>>
(P) 912-721-4196 (F) 912-721-4296

From: Josh Bell [mailto:j_bell@slighec.com]
Sent: Monday, August 04, 2008 4:28 PM
To: Smith, Ryan
Subject: Red Oaks Plaza Wetland Exhibit

Ryan - attached is the Red Oaks Plaza exhibit dated March 26, 2008. When you get the updated plat completed, please let us know and we will come pick it up. Feel free to call or email us if you have any questions or if you need anything further. Thank a lot.

Josh B. Bell

Field Biologist

Sligh environmental consultants, inc.

31 Park of Commerce Way / Suite 200B

Savannah, Georgia 31405

t. 912.232.0451

f 912.232.0453

www.slighec.com



DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
68A Hagood Avenue
CHARLESTON, SOUTH CAROLINA 29403-5107

REPLY TO
ATTENTION OF

February 9, 2008

Regulatory Division

Mr. Lafayette Lyle
Soil and Wetland Consulting, Incorporated
153 Bachelor Hill Road
Waterboro, South Carolina 29488

Re: SAC 81-2005-1982-1
Jasper County

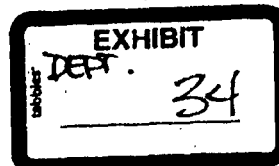
Dear Mr. Lyle:

This is in response to your letter of September 6, 2005, requesting a wetland determination, on behalf of Jasper Station Partners LLC, for an 88.93-acre tract located adjacent and southeast of the intersection of Jasper Station Road (S-27-162) and S-27-141, in the Cherry Point area of Jasper County, South Carolina. The project area is depicted on the survey plat you submitted which was prepared by TS Stanley, Jr., signed 11-1-05, and entitled "This Plat Prepared At The Request Of / Jasper Station Partners / A Wetland Survey Of A Portion Of Tax Map #080-00-03-065, / Near Cherry Point, Jasper County, South Carolina".

This above referenced plat depicts surveyed boundaries of wetlands or other waters of the United States as established by your office. You have requested that this office verify the accuracy of the plat as a true representation of wetlands or other waters of the United States within the regulatory authority of this office. The property in question contains 0.61 acres of federally-defined jurisdictional freshwater wetlands or other waters of the United States subject to the jurisdiction of this office. In addition, the property contains 31.17 acres of federally-defined freshwater wetlands or other waters that are not considered to be subject to the jurisdiction of this office due to a recent decision by the U.S. Supreme Court. The location and configuration of these areas, as well as their status relative to jurisdiction, are reflected on the plat referenced above.

It should be clearly noted that the decision of the U.S. Supreme Court to exclude certain waters and wetlands from federal jurisdiction under the Clean Water Act has no effect on any state or local government restrictions or requirements concerning aquatic resources, including wetlands. You are strongly cautioned to ascertain whether such restrictions or requirements exist for the area in question before undertaking any activity that might destroy or otherwise impact these wetland resources.

Based on an on-site inspection and a review of aerial photography and soil survey information, it has been determined that the surveyed jurisdictional boundaries shown on the referenced plat are an accurate representation of jurisdictional areas within our regulatory authority. This office should be contacted prior to performing any work in these areas. Enclosed is a form describing the basis of jurisdiction for the areas in question, which are subject to the jurisdiction of this office.



If a permit application is forthcoming as a result of this delineation, a copy of this letter, as well as the verified survey plat, should be submitted as part of the application. Otherwise, a delay could occur in confirming that a delineation was performed for the permit project area.

Please be advised that this determination is valid for five (5) years from the date of this letter unless new information warrants revision of the delineation before the expiration date. All actions concerning this determination must be complete within this time frame, or an additional delineation must be conducted. This approved jurisdictional determination is an appealable action under the Corps of Engineers administrative appeal procedures defined at 33 CFR 331. The administrative appeal options, process and appeals request form is attached for your convenience and use.

In future correspondence concerning this matter, please refer to SAC 81-2005-1982-1. You may still need state or local assent. Prior to performing any work, you should contact the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management. A copy of this letter is being forwarded to them for their information.

If you have any questions concerning this matter, please contact me at 843/329-8044 or toll free at 1-866/329-8187.

Respectfully,



Paul F. Hendrick
Biologist

Enclosures:

Basin for Jurisdiction
Notification of Appeal Options
Customer Service Survey

Copy Furnished:

South Carolina Department of Health
and Environmental Control
Office of Ocean and Coastal
Resource Management
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29405

JURISDICTIONAL DETERMINATION
U.S. Army Corps of Engineers

Revised 8/13/04

DISTRICT OFFICE: SAC_Christian

FILE NUMBER: _____ SAC 81-2006-1982-1

PROJECT LOCATION INFORMATION:

State: SC

County: Jasper

Center coordinates of site (latitude/longitude): 80.93594 x 32.33170

Approximate size of area (parcel) reviewed, including uplands: 68.93 acres.

Name of nearest waterway: Okeechobee

Name of watershed: broad-st helena

JURISDICTIONAL DETERMINATION

Completed: Desktop determination
Site visit(s)

Date:

Date(s): 10oct05

Jurisdictional Determination (JD):

☒ Preliminary JD - Based on available information, ☐ there appear to be (or) ☐ there appear to be no "waters of the United States" and/or "navigable waters of the United States" on the project site. A preliminary JD is not appealable (Reference 33 CFR part 331).

☐ Approved JD - An approved JD is an appealable action (Reference 33 CFR part 331).
Check all that apply:

☐ There are "navigable waters of the United States" (as defined by 33 CFR part 329 and associated guidance) within the reviewed area. Approximate size of jurisdictional area: _____ ac.

☐ There are "waters of the United States" (as defined by 33 CFR part 328 and associated guidance) within the reviewed area. Approximate size of jurisdictional area: 0.81.

☐ There are "isolated, non-navigable, intra-state waters or wetlands" within the reviewed area.
Decision supported by SWANCC/Migratory Bird Rule Information Sheet for Determination of No Jurisdiction.

BASIS OF JURISDICTIONAL DETERMINATION:

A. Waters defined under 33 CFR part 329 as "navigable waters of the United States":

☒ The presence of waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.

B. Waters defined under 33 CFR part 328.3(a) as "waters of the United States":

☒ (1) The presence of waters, which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide.

☒ (2) The presence of interstate waters including interstate wetlands.

☒ (3) The presence of other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate commerce including any such waters (check all that apply):

☐ (i) which are or could be used by interstate or foreign travelers for recreational or other purposes.

☐ (ii) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.

☐ (iii) which are or could be used for industrial purposes by industries in interstate commerce.

(4) Impoundments of waters otherwise defined as waters of the U.S.

(5) The presence of a tributary to a water identified in (1) - (4) above.

(6) The presence of territorial seas.

(7) The presence of wetlands adjacent to other waters of the U.S., except for those wetlands adjacent to other wetlands.

Rationale for the Basis of Jurisdictional Determination (applies to any boxes checked above). If the jurisdictional water or wetland is not itself a navigable water of the United States, describe connection(s) to the downstream navigable waters. If B(1) or B(2) is used as the Basis of Jurisdiction, document navigability and/or interstate commerce connection (i.e., discuss site conditions, including why the waterbody is navigable and/or how the destruction of the waterbody could affect interstate or foreign commerce). If B(2, 4, 5 or 6) is used as the Basis of Jurisdiction, document the rationale used to make the determination. If B(7) is used as the Basis of Jurisdiction, document the rationale used to make adjacency determination.

B3: The site's small wetland drains offsite to the Okatoe River through an offsite drainage ditch.

Lateral Extent of Jurisdiction: (Reference: 33 CFR parts 328 and 329)

- ☒ Ordinary High Water Mark indicated by:
- ☐ clear, natural line impressed on the bank
 - ☐ the presence of litter and debris
 - ☐ changes in the character of soil
 - ☐ destruction of terrestrial vegetation
 - ☐ shelving
 - ☐ other:

- ☒ High Tide Line indicated by:
- ☐ oil or silt line along shore objects
 - ☐ fine shell or debris deposits (foreshore)
 - ☐ physical markings/characteristics
 - ☐ tidal gauges
 - ☐ other:

- ☒ Mean High Water Mark indicated by:
- ☐ survey to available datum; ☐ physical markings; ☐ vegetation lines/changes in vegetation types

- ☒ Wetland boundaries, as shown on the attached wetland delineation map and/or in a delineation report prepared by: SWC

Basis For Not Asserting Jurisdiction:

The reviewed area consists entirely of uplands.

Unable to confirm the presence of waters in 33 CFR part 328(a)(1, 2, or 4-7).

Headquarters declined to approve jurisdiction on the basis of 33 CFR part 328.3(a)(3).

The Corps has made a case-specific determination that the following waters present on the site are not Waters of the United States:

- ☐ Waste treatment systems, including treatment ponds or lagoons, pursuant to 33 CFR part 328.3.
- ☐ Artificially irrigated areas, which would revert to upland if the irrigation ceased.
- ☐ Artificial lakes and ponds created by excavating and/or diking dry land to collect and retain water and which are used exclusively for such purposes as stock watering, irrigation, settling basins, or rice growing.
- ☐ Artificial reflecting or swimming pools or other small ornamental bodies of water created by excavating and/or diking dry land to retain water for primarily aesthetic reasons.
- ☐ Water-filled depressions created in dry land incidental to construction activity and pits excavated in dry land for the purpose of obtaining fill, sand, or gravel unless and until the construction or excavation operation is abandoned and the resulting body of water meets the definition of waters of the United States found at 33 CFR 328.3(a).
- ☒ Isolated, intrastate wetland with no nexus to interstate commerce.
- ☒ Prior converted cropland, as determined by the Natural Resources Conservation Service.

Explain rationale:

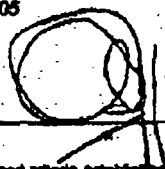
- ☐ Non-tidal drainage or irrigation ditches excavated on dry land. Explain rationale:
- ☒ Other (explain):

No wetlands or wetland indicators can be found off the site connecting the large wetland to WOTUS south of the site. This area now contains pine plantation forests, a power line ROW and long-used industrial staging areas. Soil maps indicate a marginal wetland polygon heading to the SW, not supported by ground observations. This area of Jasper County has plateau-like topographic characteristics.

DATA REVIEWED FOR JURISDICTIONAL DETERMINATION (mark all that apply):

- ☐ Maps, plans, plots or plat submitted by or on behalf of the applicant.
- ☐ Data sheets prepared/submitted by or on behalf of the applicant.
- ☒ This office concurs with the delineation report, dated 10-8-05, prepared by (company): SYC
- ☐ This office does not concur with the delineation report, dated , prepared by (company):
- ☐ Data sheets prepared by the Corps.
- ☐ Corps' navigable waters' studies:
- ☐ U.S. Geological Survey Hydrologic Atlas:
- ☐ U.S. Geological Survey 7.5 Minute Topographic maps:
- ☐ U.S. Geological Survey 7.5 Minute Historic quadrangles: SC/asper
- ☐ U.S. Geological Survey 15 Minute Historic quadrangles:
- ☐ USDA Natural Resources Conservation Service Soil Survey: Jasper74
- ☐ National wetlands inventory maps:
- ☐ State/Local wetland inventory maps:
- ☐ FEMA/FIRM maps (Map Name & Date):
- ☐ 100-year Floodplain Elevation is: (NGVD)
- ☐ Aerial Photographs (Name & Date): SC99/11211:38
- ☐ Other photographs (Date):
- ☐ Advanced Identification Wetland maps:
- ☐ Site visit/determination conducted on: 18oct05
- ☐ Applicable/supporting case law:
- ☐ Other information (please specify):

Signature: Project Manager



*Wetlands are identified and delineated using the methods and criteria established in the Corps Wetland Delineation Manual (67 Manual) (i.e., occurrence of hydrophytic vegetation, hydric soils and wetland hydrology).

*The term "adjacent" means bordering, contiguous, or neighboring. Wetlands separated from other waters of the U.S. by man-made dikes or barriers, natural river berms, beach dunes, and the like are also adjacent.

Applicant:	File Number:	Date:
Attached is:	See Section below	
☐ INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
☐ PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
☐ PERMIT DENIAL	C	
☒ APPROVED JURISDICTIONAL DETERMINATION	D	
☐ PRELIMINARY JURISDICTIONAL DETERMINATION	E	

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer, South Atlantic Division, 60 Perryth St, SW, Atlanta, GA 30304-8801. This form must be received by the Division Engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial, written permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

If you have questions regarding this decision and/or the appeal process you may contact the Corps biologist who signed the letter to which this notification is attached. The name and telephone number of this person is given at the end of the letter.

If you only have questions regarding the appeal process you may also contact the Coordinator for Appeals in our South Atlanta Division Office in Atlanta, Georgia at (404) 562-5136.

60 Forsyth St, SW Atlanta, GA 30308-8801

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

From: Smith, Ryan
Sent: Tuesday, April 22, 2008 7:03 PM
To: Monson, Scott
Subject: FW: Red Oaks

Irony?

Ryan M. Smith, P.E.
Thomas & Hutton Engineering Co.
www.thomas-hutton.com
smith.r@thomas-hutton.com
(P) 912-721-4196 (F) 912-721-4296

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

From: Heath E. Duncan [mailto:hduncan@wardedwards.com]
Sent: Tuesday, April 22, 2008 7:01 PM
To: Smith, Ryan
Subject: Re: Red Oaks

I will give you a call to discuss. Our contract amount for this small project doesn't accommodate any extra expenses and assumes owner will provide subdivision info needed for permitting and design.

Thanks,

Heath Duncan, PE
Project Manager
Ward Edwards, Inc
843-837-5250

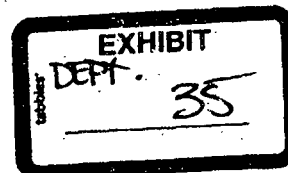
----- Original Message -----

From: Smith, Ryan <smith.r@thomas-hutton.com>
To: Heath E. Duncan
Sent: Tue Apr 22 18:31:56 2008
Subject: Red Oaks

Heath,

Please give me a call to discuss the information you are requesting. Malphrus told me know they would not pay for our time and materials to collect the information requested. I called Katie to let her know that I would be happy to help but there would be an expense related to our time spent and the materials generated. I let her know it wouldn't even cost \$500 (a number I randomly selected).

I will be here all day tomorrow if you need to reach me.



001221

Ryan M. Smith, P.E.

Project Manager

Thomas & Hutton Engineering Co.

www.thomas-hutton.com <<http://www.thomas-hutton.com>>

smith.r@thomas-hutton.com <<mailto:email@thomas-hutton.com>>

(P) 912-721-4196 (F) 912-721-4296

"Relationships and Solutions for Success"

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From: Shahid, Mary [MSahid@mcnair.net]
Sent: Wednesday, October 22, 2008 2:12 PM
To: 'Dan Lynch'; Smith, Ryan
Subject: Wetland letter from Corps

Dan - Asher Howell can get us a new wetland letter from the Corps but it could take 2 to 3 months. All he needs to proceed is some information from me and a boundary survey of the Malphrus tract under contract.

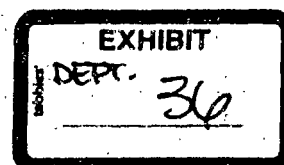
Do you want him to proceed?

Do we have a boundary survey of the property under contract?

Asher can get us a letter that says no wetlands.

CIRCULAR 230 DISCLOSURE

TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, WE INFORM YOU THAT ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF (I) AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE OR (II) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR MATTER ADDRESSED HEREIN. THIS ADVICE MAY NOT BE FORWARDED (OTHER THAN WITHIN THE TAXPAYER TO WHICH IT HAS BEEN SENT) WITHOUT OUR EXPRESS WRITTEN CONSENT. TO READ MORE ABOUT THIS DISCLOSURE, PLEASE SEE <http://www.mcnair.net/230.pdf>.
<<http://www.mcnair.net/230.pdf>>



001223

EFIS - Environmental Facility Information System

File Edit Data Entry Tools Reports Documents Reports Tools Admin Exit All Help Window

Permit Entry/Update for DTG HOLDINGS LLC

Permit Owner	DTG HOLDINGS LLC	Created	FEB 11, 2009	By	JENNIFER CARRIE A
Permit Type	WTR-Stormwater Construction NOI	Issued	MAR 22, 2009	By	THOMAS & HUTTON ENGINEERING CO
Site Type	ROW - Stormwater - Permitting	Project	Red Oaks Plaza Phase 3		
Permit ID	27-02-03-025	Permit Description	THOMAS & HUTTON ENGINEERING CO		
Permit Status	Approved	Start Date	MAR 27, 2009	Accepted Date	MAR 27, 2009

Application Type	SW NOI UCHM	Received By	KOLTERA, CHRISTINE	Received Date	FEB 10, 2009
		App. Track No.	664597	App. Date	OCT 15, 2008
		App. Description	Completed	Comp. Date	MAR 27, 2009
		App. Signed By	MALPINUS, GREGG		
		Decision	Approved	Decision Date	MAR 27, 2009
		Issued By	EXPENIUM, JEFF S	Issued Date	MAR 27, 2009
		Effective Date		Expires Date	MAR 27, 2014
		Permit Number	SCH10K658	Accepted Date	MAR 27, 2009

Reviews	Propagate App Info	App. Description	Notice of Intent to terminate coverage sent 8/21/09.
LEP	Public Notice		

Details	Site Info	Other ID's	Relationships	Tasks	History	Notes	Documents	Other Documents	Invoices	Date Events
Relationships	Violations	En. Actions	Locations	Legal	Plan Section	Revisions	Entity Info	Mon. Rights	Reason Permit ID	Name/URL

Start South Carolina Dept. of Environment & Natural Resources

EXHIBIT
DEPT. 379

EFIS - Environmental Facility Information System

File Edit Data Entry Tools Reports Admin Exit All Help Window

Site Info. for DTG HOLDINGS LLC - Permit ID SCR10K658

Location / Site Name: RED OAKS PLAZA PHASE 3

Site: Incomplete
Address: RED OAKS LN
City: HARDEEVILLE
State: SC
Zip Code: 29521
County: Jasper
United States
Directions, etc.: located from SC Highway 170

History: Line 1
Line 2
City: HARDEEVILLE
State: SC
Zip Code: 29521
County: Jasper
United States
Directions, etc.: located from SC Highway 170

Location Info	Map	Permit Address	Property Information	Potential Responsible Parties
Location Name: DTG HOLDINGS LLC				
Location Address: 12001 USGS Highway 170				
Location City: HARDEEVILLE				
Location State: SC				
Location Zip: 29521				
Location County: Jasper				
Location Country: United States				
Location Directions: located from SC Highway 170				

start / South Carolina Dept. of Environment & Natural Resources

EXHIBIT
DEPT. 376

File Edit Data Entry Tools Permits Documents Reports Tools Admin Exit All Help Window

Company Update for JASPER STATION LLC

FBI Bureau	DALLAS-FORT WORTH		Created: DEC 07, 2006	By: MCGLOTHLIN JR, WILLIAM R
Suspect Name:	Jasper Station Llc		Last Modified: SEP 23, 2006	By: TARTTITH CARROLL A
Target:			ID:	
Agency ID:	SC0000313575		Print Page Information:	
Type:				
Organization:				
T-SortID:				
P status:	Cy Status: Normal	Status Date: DEC 07, 2006	Date Started From:	
Business Address:	Location:	Status: Incomplete		
Line 1:				
Line 2:				
City:	POINT ROYAL	State: SC	Zip Code: 29335	Will Not Receive Mail:
County:	Broadford	Country:	Broadford EDC Office	Region: Region 8
Hierarchy:	United States	Is Domestic:		
Ext. Phone: 843-263-5546	Eat:	Single: Unknown	Remarks:	
Legal Status:		Search Date: 11/17/06	Date Filed:	
Records:	Other Addresses:	Other Phones:	Other Names/IDs:	Additional Info:
Location:	Eat Address:	Violations:	Outlets:	Documents:
DELETED:	MOS:	INI EPA:	Environmental:	Map:
			Regulatory Inv:	TRI State:
			History:	Notes:
			Tasks:	Co. Owned:
			Data Events:	Monitoring Reports:
			Incidents:	

Start South Carolina State
in EHS - Engineering
Active Now

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EXHIBIT
DEPT.
37C

File Edit Data Entry Tasks Permits Documents Reports Tools Admin Exit All Help Window

Permit Selection

[illegible]

EXHIBIT
DEPT. 37d
Labbies

EFIS - Environmental Facility Information System

File Edit View Entry Search Reports Documents Reports Tools Admin Exit All Help Window

Permit Entry/Update for JASPER STATION LLC

Permit Owner	JASPER STATION LLC	D	Created	AUG 02 2006	By	BONHAM, CHRISTALYN J
Permit Type	WTR Stormwater Construction NOI	D	Updated	JAN 20 2009	By	MCGOLDRICK JR, WILLIAM R
Site Type			Permit	Stormwater drainage, Jasper county		
Permit Area	RDW - Stormwater - Permitting		Description	JASPER STATION TRACT CLEARING		
Permit ID	27-06-08-01		Permit Fee	THOMAS & HUTTON ENGINEERING CO		
Local Facility		D	Permit Date	OCT 16, 2008		
Operator	LYNCH, DAN	D	Permit Status	Inactive		
Permit Status	Denied Application					

Application Type	SW NOI UDRM	Received By	MCGOLDRICK JR, WILLIAM R	D	Received Date	DEC 04, 2006
DCRM SW APPLICATION		App. Track No.	744962		App. Date	NOV 28, 2006
		App. Description	LYNCH, DAN	D	App. Date	SEP 30, 2008
		App. Signed By				
		Decision	Denied		Decision Date	SEP 30, 2008
		Issued By	HICKS, SHANNON	D	Issued Date	SEP 30, 2008
		Expiration Date			Expires Date	SEP 30, 2013
Horizone	Propagate App Info	Permit Number	SCRT10E 8671		Accepted Date	
LEP	Public Notice	App. Description				

Details	Sub Mtr	Other ID's	Revisions	Tasks	History	Notes	Documents	Other Owners	Invoices	Das Events
Revisions	Violations	Enf. Actions	Incidents	Log	Print Screen	Revisions	Print Info	Notes	Print ID	Notes

Start a new record, name field name, list if present
 Record ID: RDW 80663
 Start

EXHIBIT
 DEPT. 37c

EFIS - Environmental Facility Information System

File Edit Data Entry Views Reports Documents Reports Tools Admin Exit All Help Window

Violation Entry/Update

Program Owner	BDW WASTE/WHITE INDUSTRIES	Created	FEB 12, 2009	By	TERADKA JAMIE E
Permit ID	SCR10E961	Updated	SEP 28, 2009	By	WISE PAUL F
Program ID	27-06-08-01				
Permittee/Company	WASPER STATION LLC	At Site or Category			
Responsible					
USF Facility		District	Region B		
Project Name/ID		Region			
County	Leaves	Date of Violation	JAN 06, 2009	Code	PT
Violation Type	BDW - WP - NPOES	Assess Date	JAN 06, 2009		
Violation ID	09-011-WP	Assessed By	TERADKA JAMIE E		
Status	Open				
Description	LAND DISTURBANCE WITHOUT A PERMIT.				

Site Info: Conditions Details Incidents Data Events Tasks Notes Documents Relations History

Permit ID	D 09-011-WP	D Add	Date	FEB 19, 2009	By	TERADKA JAMIE E
Ext. Action	D 09-011-WP	D Add	Date	JUN 10, 2009	By	WISE PAUL F

Start

Search Conditions Start in EFIS - Environment

Print

EXHIBIT
DEPT. 374

SW Constr NOI Permit Information 27-02-03-02E SCR10K658 RED OAKS PL...

[illegible]**Start**

4050 4080 4050

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EXHIBIT

DEPT.

379

EFIS - Environmental Facility Information System

File Edit Data Entry Tools Facility Overview Reports Tools Admin Exit Help Window

Company Update for DTG HOLDINGS LLC

Company Name		DTG HOLDINGS LLC		Created		APR 28, 2008		By		GRIFFITH, EARRIE A	
Short Name		DTG Holdings LLC		Updated		FEB 11, 2009		By		GRIFFITH, EARRIE A	
Facility ID		SC0000364247		Status		Active		Priority		Area	
Type				Status		Incomplete		Priority		Area	
Description				Status		Incomplete		Priority		Area	
Address				Status		Incomplete		Priority		Area	
City		HILTON HEAD ISLAND		State		SC		ZIP Code		29925	
Country		United States		Region		East		Region		8	
Phone		943-379-5700		Fax				Status		Active	
Legend Symbols				Status		Active		Priority		Area	
Parent		Other Address		Other Address		Additional Info		History		Notes	
Location		Validated		Disputed		Relationship		Access		Data Entry	
LEGEND		FCS		TRI		EPA		Environmental		TRI State	

start

EFIS - Environmental Facility Information System

EFIS - Environmental Facility Information System

EXHIBIT
REF-37h

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File Edit Data Entry Tasks Permits Documents Reports Tools Admin Exit All Help Window

Permit Selection

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Owner type: ☒ Company ☐ Person ☐ All ☐ Export: Data to Report / File ☐ Export: Data to Documents and Libraries

Owner's Name (and address, if not DTG HOLDINGS LLC	Address	Parcel No.	Permit Type	Sub-Type	Created Date
DTG HOLDINGS LLC	66048	SC0100658	OCRM Certification		FEB 11, 2008
DTG HOLDINGS LLC	27-02-03-02E	SC0100658	WTR-Stormwater Construct		FEB 11, 2009
DTG HOLDINGS LLC	26085-W5		WTR-Public Sup Construct	Delegated Rev	JUL 30, 2008
DTG HOLDINGS LLC	35308-WW		WTR-Wastewater Construct	Delegated Rev	JUL 30, 2008
DTG HOLDINGS LLC	63143	SC0100870	OCRM Certification		APR 28, 2008
DTG HOLDINGS LLC	63143	SC0100858	OCRM Certification		APR 28, 2008
DTG HOLDINGS LLC	63141	SC0100867	OCRM Certification		APR 28, 2008
DTG HOLDINGS LLC	07-06-06-05B	SC0100867	WTR-Stormwater Construct		APR 28, 2008
DTG HOLDINGS LLC	07-06-06-05C	SC0100869	WTR-Stormwater Construct		APR 28, 2008
DTG HOLDINGS LLC	07-06-06-05D	SC0100870	WTR-Stormwater Construct		APR 28, 2008
DTG HOLDINGS LLC	63140		OCRM Certification		APR 28, 2008
DTG HOLDINGS LLC	63142		OCRM Certification		APR 28, 2008
Local Feed			County	Design	Location (PIC Office)
Operator			Station	Approved with Land	Active/Upgrading
Project			Site Name	DTG OAKS PLAZA PHASE 3	
Created By	WHEATFIELD TAMBIL A		Date Created		
Description	WHEATFIELD TAMBIL A		Site Address	DTG OAKS PLAZA PHASE 3	
Issued	MAR 04, 2008		County		
Details	Permit/Owner/Comments	Permit Address	Permit Date	Permit Type	Permit Status

Start

South Carolina St. 77 EPI - Emergency

Model Equipment

001232

EXHIBIT
DEPT.
371

From: Smith, Ryan
Sent: Thursday, June 17, 2010 9:40 AM
To: Riley, Leslie; Shahid, Mary
Subject: My markup
Attachments: CHARLESTON-#320519-v1-affidavit_of_Ryan_Smith_DTG.doc

Leslie/Mary,

You probably are not going to be happy with the way I marked this up. However, considering I only have 1 day to read and review the affidavit you are asking me to sign, I would request you use the language (or at least the intent) of the letter we wrote to OCRM. Please remember I am not dealing with this case on a day-by-day basis and I don't want to feel rushed when signing something which someone else prepared.

We will need to have something finalized by 3:30 today if possible as I am leaving for Charleston. I will have time to swing by there in the morning at some point.

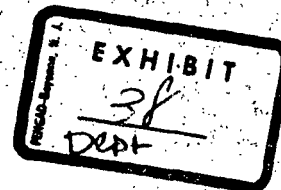
I am available for discussion today

Ryan M. Smith, P.E., LEED AP
Principal
Thomas & Hutton

www.thomasandhutton.com <<http://www.thomasandhutton.com>> smith.r@thomasandhutton.com
<<mailto:email@thomasandhutton.com>>
(P) 912-721-4196 (F) 912-721-4296

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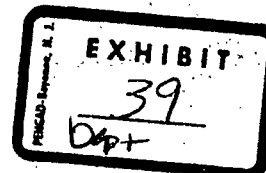


From: Shahid, Mary [MSahid@mcnair.net]
Sent: Wednesday, August 26, 2009 1:38:30 PM
To: Smith, Ryan
Cc: Riley, Leslie
Subject: CHARLESTON-#313867-v1-response_letter_to_Barbara_Neale_-
_Thomas_and_Hutton.DOC
Importance: Normal
Attachments: CHARLESTON-#313867-v1-response_letter_to_Barbara_Neale_-
_Thomas_and_Hutton.doc

Ryan - I made your letter meaner. I'm sorry, but we got to talk tough to these folks but I understand if you aren't comfortable. I tried to call Mitchell, he called me from the road, but I haven't gotten him yet and would love to talk with him. Ultimately it is your letter and go with what you feel comfortable with but there is no rush to respond, and Leslie in my office is also going through the application and permit requirements and developing a rebuttal that we might could incorporate. Let me know your thoughts.

CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any US Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) without our express written consent. To read more about this disclosure, please see <http://www.mcnair.net/230.pdf>

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

Carolyn C. Matthews, Administrative Law Judge

Docket No. 10-ALJ-07-0217-CC

DTG Holdings, LLC and Jasper Station Associates, LLC

Respondents,

vs.

South Carolina Department of Health and Environmental Control

Appellant,

CERTIFICATE OF COUNSEL

I, Bradley D. Churdar, counsel of record for the Appellant SCDHEC, hereby certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



Bradley D. Churdar, Chief Counsel, SC Bar #12829
South Carolina Department of Health
and Environmental Control
1362 McMillan Avenue, Suite 400
Charleston, SC 29405
(843) 953-0213
(843) 953-0201 (fax)
churdabd@dhec.sc.gov
Attorney for Appellant SCDHEC

November 15, 2012
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

Carolyn C. Matthews, Administrative Law Judge

Docket No. 10-ALJ-07-0217-CC

RECEIVED

NOV 19 2012

SC Court of Appeals

DTG Holdings, LLC and Jasper Station Associates, LLC

Respondents,

vs.

South Carolina Department of Health and Environmental Control

Appellant,

CERTIFICATE OF COUNSEL

I, Bradley D. Churdar, counsel of record for the Appellant SCDHEC, hereby certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



Bradley D. Churdar, Chief Counsel, SC Bar #12829
South Carolina Department of Health
and Environmental Control
1362 McMillan Avenue, Suite 400
Charleston, SC 29405
(843) 953-0213
(843) 953-0201 (fax)
churdabd@dhec.sc.gov
Attorney for Appellant SCDHEC

November 15, 2012
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

Carolyn C. Matthews, Administrative Law Judge

Docket No. 10-ALJ-07-0217-CC

RECEIVED

NOV 19 2012

SC Court of Appeals

DTG Holdings, LLC and Jasper Station Associates, LLC

Respondents,

vs.

South Carolina Department of Health and Environmental Control

Appellant,

PROOF OF SERVICE

The undersigned hereby certifies that she has this day served the *Record on Appeal* by mailing a copy of the same by **U.S. First Class Mail**, postage pre-paid:

The Honorable Tanya A. Gee
Clerk
South Carolina Court of Appeals
1205 Pendleton Street
Columbia, SC 29201

Mary D. Shahid
Nexsen Pruet, LLC
Post Office Box 486
Charleston, SC 29402



Bradley D. Churdar, Chief Counsel, SC Bar #12829
South Carolina Department of Health
and Environmental Control
1362 McMillan Avenue, Suite 400
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(843) 953-0213
(843) 953-0201 (fax)
churdabd@dhec.sc.gov
Attorney for Appellant SCDHEC

November 15, 2012
Charleston, South Carolina