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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

The Honorable Carmen T. Mullen, Circuit Court Judge
Circuit Court Case No. 2022-CP-07-01978

Appellate Case No. 2025-000615

Broad Creek Development, LLC,

Appellant,

v.

Beaufort County,

Respondent.

RECORD ON APPEAL
VOLUME 9 (Pages 3078-3182)

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September 24, 2024
EXHIBIT
Hank Amundson
11

dhec
Healthy People. Healthy Communities.

October 6, 2023

SEE SPECIAL CONDITION(S)

Beaufort County
C/O John Robinson
100 Ribaut Rd
Beaufort, SC 29902

Re: 2023-01056

91 7199 9991 7030 0132 2965

Dear Mr. Robinson:

The Office of Ocean and Coastal Resource Management (the Department) has reviewed your application to modify an existing dock for a ferry terminal at 68 Helmsman Way, Hilton Head Island, Beaufort County, South Carolina and has issued a permit for this work. You should carefully read the description of the authorized project and special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit and **return it to this Department. Keep the photocopy for your records.**

PLEASE READ CAREFULLY: You are required to sign and return the original version of your permit to this Department. If this permit is not signed and returned within thirty (30) days of issuance, OR appealed within 15 days as described on the enclosed "Guide to Board Review", the Department reserves the right to cancel this permit. Please carefully review the enclosed "Guide to Board Review" for information and deadlines for appealing this permit.

We have also enclosed a "request for a construction placard" card. You must send in this card before the time you wish to start construction. At that time a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal, state, or local permits that may be required. Please return the signed permit to the following address:

Office of Ocean and Coastal Resource Management
1362 McMillan Ave, Suite 400
Charleston, SC 29405

Sincerely,

Sarah E Reed
Project Manager
Critical Area Permitting Section

Enclosure

Ec: Hunter Oriani, McSweeney Engineers

EXHIBIT
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South Carolina Board of Health and Environmental Control

Guide to Board Review

Pursuant to S.C. Code Ann. § 44-1-60

The decision of the South Carolina Department of Health and Environmental Control (Department) becomes the final agency decision fifteen (15) calendar days after notice of the decision has been mailed to the applicant, permittee, licensee and affected persons who have requested in writing to be notified, unless a written request for final review accompanied by a filing fee in the amount of $100 is filed with the Department by the applicant, permittee, licensee or affected person.

Applicants, permittees, licensees, and affected parties are encouraged to engage in mediation or settlement discussions during the final review process.

If the Board declines in writing to schedule a final review conference, the Department's decision becomes the final agency decision and an applicant, permittee, licensee, or affected person may request a contested case hearing before the Administrative Law Court within thirty (30) calendar days after notice is mailed that the Board declined to hold a final review conference. In matters pertaining to decisions under the South Carolina Mining Act, appeals should be made to the South Carolina Mining Council.

I. Filing of Request for Final Review

1. A written Request for Final Review (RFR) and the required filing fee of one hundred dollars ($100) must be received by Clerk of the Board within fifteen (15) calendar days after notice of the staff decision has been mailed to the applicant, permittee, licensee, or affected persons. If the 15th day occurs on a weekend or State holiday, the RFR must be received by the Clerk on the next working day.
2. RFRs should be filed on-line (scdhec.gov/FileRFR) or in person or by mail at the following address:
   South Carolina Board of Health and Environmental Control
   Attention: Clerk of the Board
   2600 Bull Street
   Columbia, South Carolina 29201
   Alternatively, RFRs may be filed with the Clerk by electronic mail (boardclerk@dhec.sc.gov).
3. RFRs shall be in writing and should include, at a minimum, the following information:
   - The grounds for amending, modifying, or rescinding the staff decision;
   - a statement of any significant issues or factors the Board should consider in deciding how to handle the matter;
   - the relief requested;
   - a copy of the decision for which review is requested; and
   - the name of the Requestor and the Requestor's mailing address, email address, if applicable, and phone number(s) at which the Requestor can be contacted. If the Requestor consists of a group of individuals, a representative of the group should be identified to receive all notices and communications related to the RFR for the group.

   All information submitted is subject to release under the Freedom of Information Act. If the RFR and accompanying documentation contain information the Requestor believes should not be released, such information should be identified.

4. The filing fee may be paid by cash, check or credit card and must be received by the 15th day. Credit card payments may be made by phone (803-898-3460, option 2) or on-line at scdhec.gov/FileRFR.
5. If there is any perceived discrepancy in compliance with this RFR filing procedure or any other procedural question, the Clerk should consult with the Chairman or, if the Chairman is unavailable, the Vice-Chairman. The Chairman or the Vice-Chairman will determine whether the RFR is timely and properly filed and direct the Clerk to (1) process the RFR for consideration by the Board or (2) return the RFR and filing fee to the requestor with a cover letter explaining why the RFR was not timely or properly filed. Processing an RFR for consideration by the Board shall not be interpreted as a waiver of any claim or defense by the agency in subsequent proceedings concerning the RFR.
6. If the RFR will be processed for Board consideration, the Clerk will send an Acknowledgement of RFR to the Requestor and the applicant, permittee, or licensee, if other than the Requestor.
7. If an RFR pertains to an emergency order, the Clerk will, upon receipt, immediately provide a copy of the RFR to all Board members. The Chairman, or in his or her absence, the Vice-Chairman shall, based on the circumstances, decide whether to refer the RFR to the RFR Committee for expedited review or to decline in writing to schedule a Final Review Conference. If the Chairman or Vice-Chairman determines review by the RFR Committee is appropriate, the Clerk will forward a copy of

the RFR to Department staff and Office of General Counsel. A Department response and RFR Committee review will be provided on an expedited schedule defined by the Chairman or Vice-Chairman.

8. Following any necessary redaction, the Clerk will email the RFR to staff and Office of General Counsel and request a Department Response within ten (10) working days. If the Requestor is not the applicant, permittee, or licensee, the Clerk will email the RFR to the applicant, permittee, or licensee and give them the option of providing a response within ten (10) working days. Upon receipt of the Department Response and, if timely received, the applicant, permittee, or licensee response, the Clerk will forward the RFR and response(s) to all Board members for review, and all Board members will confirm receipt of the RFR package to the Clerk by email. The responses will also be provided by the Clerk to the Requestor and the applicant, permittee, or licensee if not the Requestor, when provided to the Board; however, questions by RFR Committee members notwithstanding, no subsequent submittals by the parties will be provided to the Board until and if a Conference is scheduled. If a Board member does not confirm receipt of the RFR within a twenty-four (24) hour period, the Clerk will attempt to contact the Board member and confirm receipt. If a Board member believes the RFR should be considered by the RFR Committee, he or she will respond to the Clerk's email within seventy-two (72) hours and will request further review. If no Board member requests further review of the RFR within the seventy-two (72) hour period, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Final Review Conference. Contested case guidance will be included within the letter.
   NOTE: If the time periods described in this provision end on a weekend or State holiday, the time is automatically extended to the next business day.
9. If the RFR is to be considered by the RFR Committee, the Clerk will notify the Board that further review is requested. The Board member(s) requesting further review will appear at the RFR Committee meeting to discuss the matter with the RFR Committee unless excused by the presiding member. If time allows, an RFR Committee member may submit questions to the parties via the Clerk to be answered in writing prior to the RFR Committee meeting. RFR Committee meetings are open to the public and will be public noticed at least twenty-four (24) hours in advance.
10. Following RFR Committee or Board consideration of the RFR, if it is determined no Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Conference. Contested case guidance will be included within the letter.

II. Final Review Conference Scheduling

1. If a Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, informing the Requestor of the determination.
2. The Clerk will send Notice of Final Review Conference to the parties at least ten (10) days before the Conference. The Conference will be publicly noticed and the Notice should:
   - include the place, date and time of the Conference;
   - state the presentation times allowed in the Conference;
   - state evidence may be presented at the Conference;
   - if the conference will be held by a committee other than the RFR Committee or a designee, include a copy of the Chairman's order appointing the committee or the designee; and
   - inform the Requestor of his or her right to request a transcript of the proceedings of the Conference prepared at Requestor's expense.
3. Information submitted to the Clerk at least twenty-four (24) hours prior to the Conference will be provided to the Board for consideration prior to the Conference. Such information will also be provided to the parties. While parties may distribute handouts at the Conference, information received by the Clerk after this deadline will not be provided to the Board or the parties.
4. Slide presentations for the Conference must be provided to the Clerk at least twenty-four (24) hours prior to the Conference to allow time for uploading. Slide presentations will be provided to the Board and the parties prior to the Conference.
5. If a party requests a transcript of the proceedings of the Conference and agrees to pay all related costs in writing, including costs for the transcript, the Clerk will schedule a court reporter for the Conference.

III. Final Review Conference and Decision

1. The order of presentation in the Conference will, subject to the presiding officer's discretion, be as follows:
   - Department staff will provide an overview of the staff decision and the applicable law to include [15 minutes]:
     - Type of decision (permit, enforcement, etc.) and description of the program.
     - Parties
     - Description of facility/site

- Applicable statutes and regulations
- Decision and materials relied upon in the administrative record to support the staff decision.

- Requestor(s) will state the reasons for protesting the staff decision and may provide evidence to support amending, modifying, or rescinding the staff decision. [20 minutes] *NOTE: The burden of proof is on the Requestor(s)*
- Rebuttal by Department staff [20 minutes]
- Rebuttal by applicant, permittee, or licensee, if not the Requestor [5 minutes]
- Rebuttal by Requestor(s) [15 minutes]

  Note: Times noted in brackets are for information only and are superseded by times stated in the Notice of Final Review Conference or by the presiding officer.

2. Parties may present evidence during the conference; however, the rules of evidence do not apply.
3. At any time during the conference, the officers conducting the Conference may request additional information and may question the Requestor, the staff, and anyone else providing information at the Conference.
4. The presiding officer, in his or her sole discretion, may allow additional time for presentations and may impose time limits on the Conference.
5. All Conferences are open to the public.
6. The officers may deliberate in closed session.
7. The officers may announce the decision at the conclusion of the Conference or it may be reserved for consideration.
8. The Clerk will mail the written final agency decision (FAD) to parties within thirty (30) days after the Conference. The written decision must explain the basis for the decision and inform the parties of their right to request a contested case hearing before the Administrative Law Court or in matters pertaining to decisions under the South Carolina Mining Act, to request a hearing before the South Carolina Mining Council. The FAD will be sent to the parties by certified mail, return receipt requested.
9. Communications may also be sent by electronic mail, in addition to the forms stated herein, when electronic mail addresses are provided to the Clerk.

The above information is provided as a courtesy; parties are responsible for complying with all applicable legal requirements.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT

CRITICAL AREA PERMIT & COASTAL ZONE CONSISTENCY CERTIFICATION

Permittee(s): **Beaufort County**

Permit Number(s): **2023-01056**

Date of Issuance: **October 6, 2023**

Expiration Date: **October 6, 2028**

SEE SPECIAL CONDITION(S)

Location: **On and adjacent to Broad Creek at 68 Helmsman Way, Hilton Head Island Beaufort County, South Carolina (TMS#: R552 010 000 0650 0000)**

This permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, et seq., and 23A S.C. Code Ann. Regs. 30-1 through 30-18, *as amended.* **Please carefully read the project description and special conditions that appear on this permit/certification as they will affect the work that is allowed and may modify the work from that shown on the submitted plans. All special conditions attached to the permit will take precedent over submitted plans.** The general conditions are also a part of this permit/certification and should be read in their entirety. The S. C. Contractor's Licensing Act of 1999, enacted as S.C. Code Ann. Section 40-11-5 through 430, requires that all construction with a total cost of $5,000 or more be performed by a licensed contractor with a valid contractor's license for marine class construction, except for construction performed by a private landowner for strictly private purposes. Your signature on and acceptance of this permit denotes your understanding of the stated law regarding use of licensed contractors. **All listed special and general conditions will remain in effect for the life of the permit. This applies to permittee, future property owners, or permit assignees.**

DESCRIPTION OF THE PROJECT, AS AUTHORIZED

The plans submitted by you, attached hereto, show the work consists of the following: modifications to the existing floating dock at the Cross Island Boat Landing. Specifically, the existing 61' x 6' floating dock will be removed and replaced with a 60' x 14' floating dock running perpendicular to the channel and an adjacent waterward 50' x 20' floating dock running parallel to the channel. The new floating docks will use internally guided piles to maintain position in the channel. The purpose of this project is to relocate Beaufort County ferry operations from the current location to the Cross Island Boat Landing. The new floating docks will provide embarkation for ferry passengers as well as temporary boat docking for recreational boaters using the Cross Island Boat Landing.

SPECIAL CONDITIONS

1. Upon completion of construction activities, all undeveloped disturbed areas, including those impacted for access, must be immediately restored to pre-project elevations and stabilized.

2. The discharge of any kind of waste into state waters, including, but not limited to, garbage, refuse, trash or debris, will be prohibited at the dock facility.

3. Adequate litter receptacles must be located near all docks and walkways.

4. Once the project is initiated, it must be carried to completion in an expeditious manner in order to minimize period of disturbance to the environment.

4. Once the project is initiated, it must be carried to completion in an expeditious manner in order to minimize period of disturbance to the environment.

5. An as-built survey of the dock must be submitted to the Department within 90 days from completion of construction. The survey must be performed by a registered land surveyor, must show all components of the dock, and must list the starting and ending coordinates of the dock walkway in the SC State Plane Coordinate System, which can be obtained by survey-grade Global Positioning System equipment.

6. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the South Carolina Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND FIVE (5). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT, AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE DEPARTMENT MAY CONSIDER APPROPRIATE.

Permit Number: **2023-01056**

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

PERMITTEE(S)
Beaufort County - John Robinson

DATE

This permit becomes effective when the State official, designated to act for the Office of Ocean and Coastal Resource Management, has signed below.

Sarah Reed

CRITICAL AREA PERMITTING PROJECT MANAGER
Sarah E. Reed
Or Other Authorized State Official

10/6/2023

DATE

SEE SPECIAL CONDITION(S)

2 of 11

SEE SPECIAL CONDITION(S)

GENERAL CONDITIONS:

This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee:

1. The permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save the Department and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.

2. If the activity authorized herein is not constructed or completed within five years of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.

3. All authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.

4. This permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.

5. This permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.

6. The permittee shall permit the Department or its authorized agents or representatives to make periodic inspections at any time deemed necessary to ensure that the activity being performed is in accordance with the terms and conditions of this permit.

7. Any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by the Department

8. This permit may not be transferred to a third party without prior written notice to the Department, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.

9. If the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

10. The permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.

11. The structure or work authorized herein shall be in accordance with the permit, as issued, and shall be maintained in good condition. Failure to build in accordance with the permit, as issued, or failure to maintain the structure in good condition, shall result in the revocation of this permit.

12. The authorization for activities or structures herein constitutes a revocable license. The Department may require the permittee to modify activities or remove structures authorized herein if it is determined by the Department that such activity or structures violates the public's health, safety, or welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that the Department intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.

13. The Department shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is in violation of the terms and/or conditions, including any special conditions of the permit. That the permittee, upon receipt of the Department's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to revocation, suspension, or modification of this permit, the Department shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to the Department.(South Carolina Code Section 1-23-370 shall govern the procedure for revocation, suspension or modification herein described).

14. Any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against the Department or the State of South Carolina or any employee, agent, or representative of the Department or the State of South Carolina.

15. All activities authorized herein shall be, if they involve a discharge or deposit into navigable waters or ocean waters, at all times consistent with all applicable water quality standards, effluent limitations, and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.

16. Extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and the Department assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

SEE SPECIAL CONDITION(S)

DIRECTIONS TO SITE FROM CHARLESTON:

- GET ON HWY 17 S FROM BROAD ST AND LOCKWOOD DR
- CONTINUE ON HWY 17 S TO BURTON
- GET ON US-278 E IN OKATIE FROM SC-170 W
- CONTINUE ON US-278 E TO HILTON HEAD ISLAND
- TAKE HELMSMAN WAY TO CROSS ISLAND PUBLIC BOAT LANDING
- DESTINATION WILL BE ON THE RIGHT

SEE SPECIAL CONDITION(S)

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 25057 WILLIAM D. BARNA 9/7/23

PROJECT VICINITY

SCALE: 1" = 1000'

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE SHEET 6

FIGURE 1
LOCATION MAP
1"=1000'

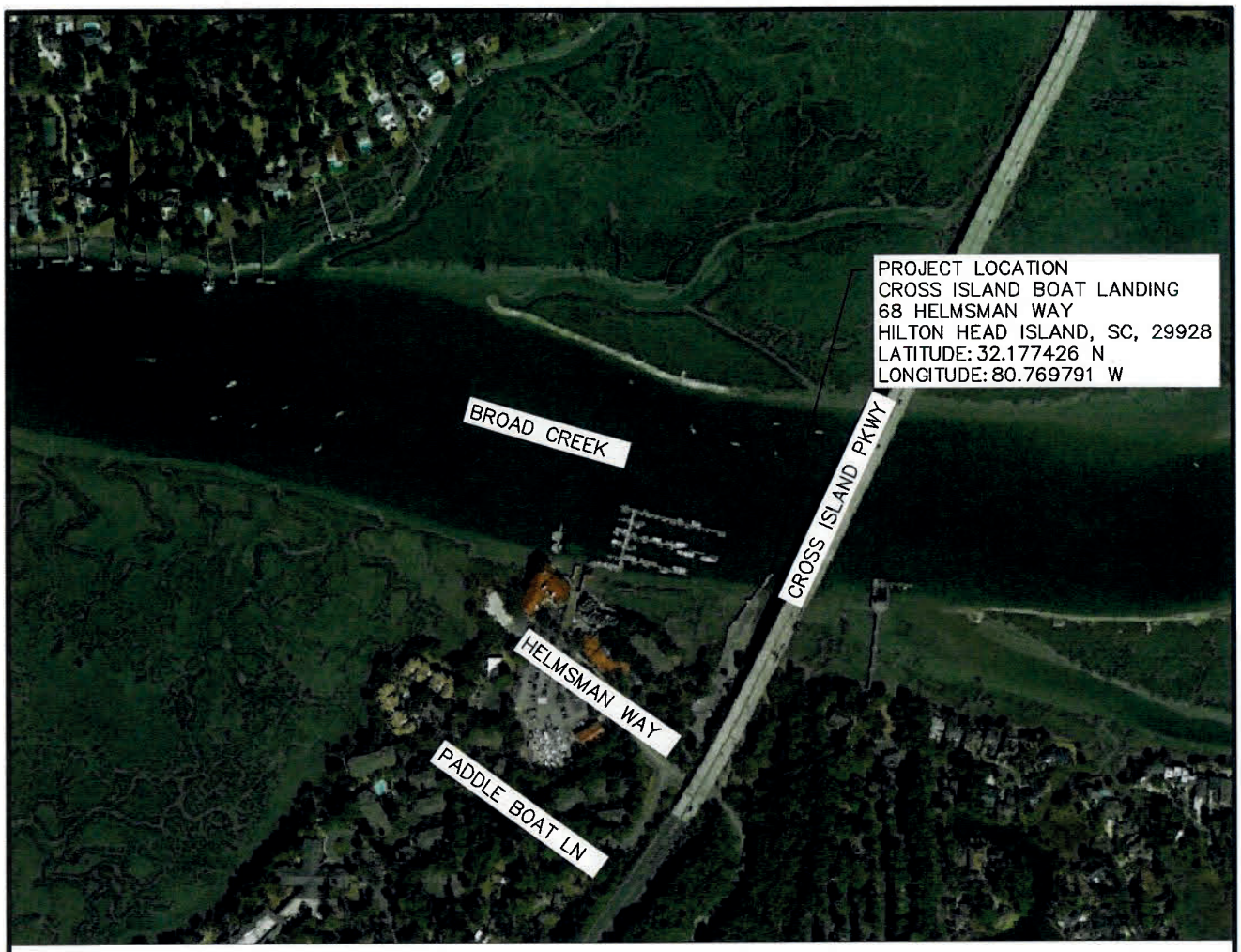
0' 1000' 2000'

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 1 OF 7 **DATE:** 9/7/2023

5 of 11



DIRECTIONS TO SITE FROM CHARLESTON:

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- CONTINUE ON HWY 17 S TO BURTON
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- TAKE HELMSMAN WAY TO CROSS ISLAND PUBLIC BOAT LANDING
- DESTINATION WILL BE ON THE RIGHT

SEE SPECIAL CONDITION(S)

SOUTH CAROLINA PROFESSIONAL ENGINEER
No. 25057
WILLIAM D. BARNA
9/7/23

PROJECT LOCATION

SCALE: 1" = 500'

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE SHEET 6

FIGURE 2
VICINITY MAP
1"=500'

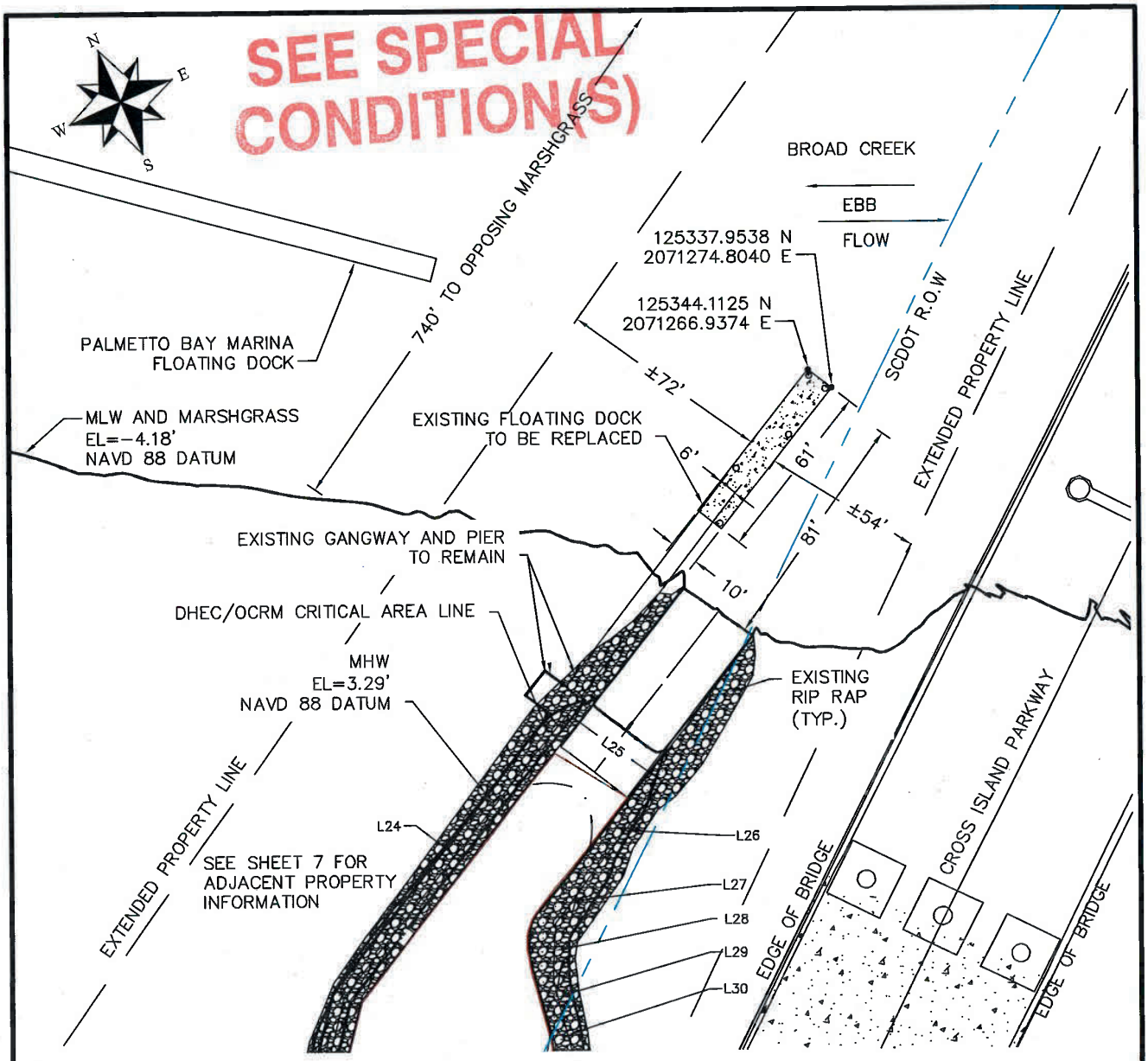
0' 500' 1000'

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 2 OF 7 **DATE:** 9/7/2023

6 of 11



NOTE: THIS DRAWING IS FOR PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR ENGINEERING DESIGN OR DETAIL.

ALL CRITICAL LINE INFORMATION IS OBTAINED FROM A PLAT PERFORMED BY ANDREWS ENGINEERING AND SURVEYING ON 7/14/2023.

EXISTING SITE PLAN

SCALE: 1:50

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 25057 WILLIAM O. BARNA 9/7/23

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE SHEET 6

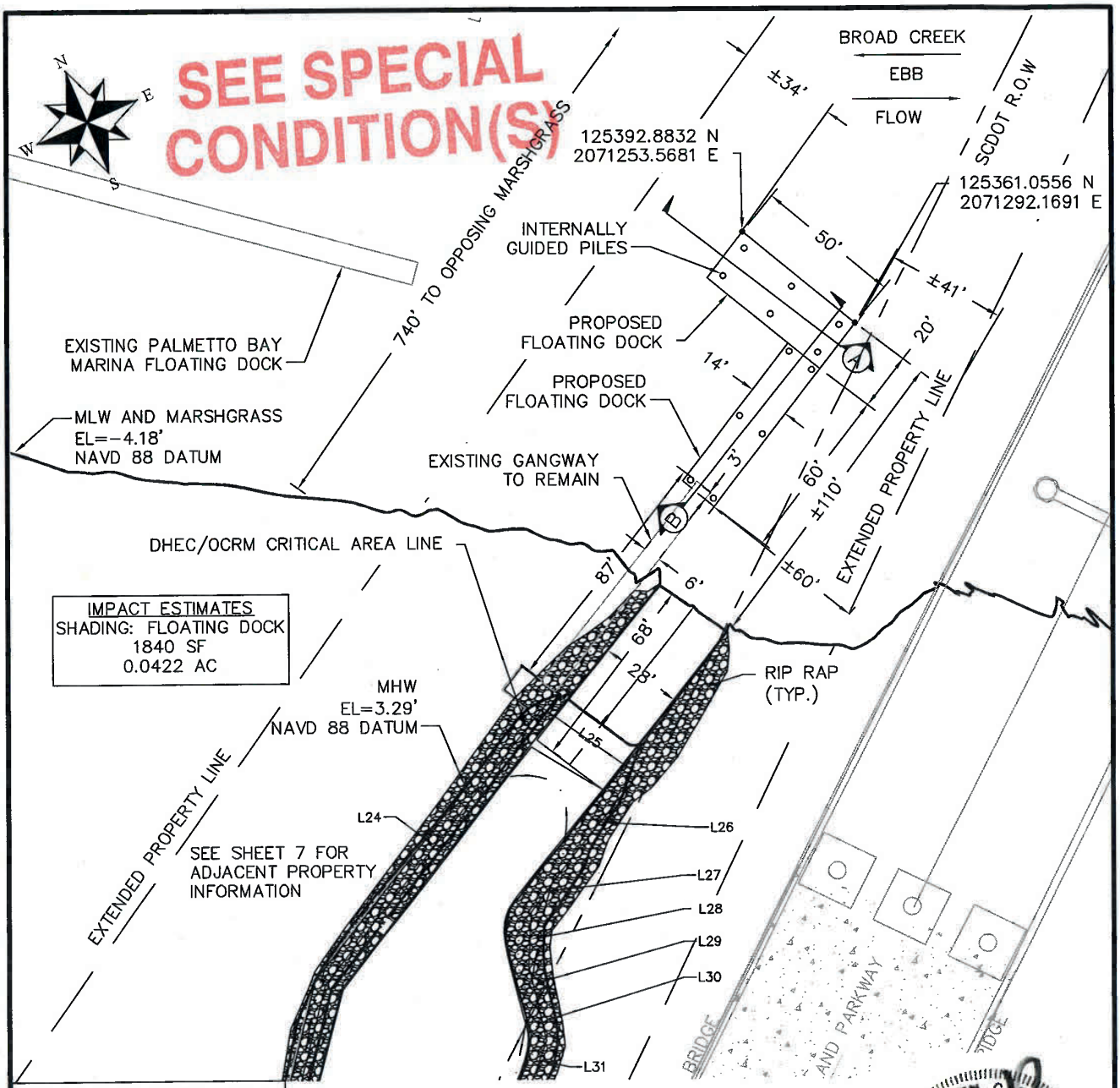
FIGURE 3
EXISTING SITE PLAN
1:50
0' 50' 100'

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 3 OF 7 **DATE:** 9/7/2023

7 of 11



NOTE: THIS DRAWING IS FOR PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR ENGINEERING DESIGN OR CONSTRUCTION.

ALL CRITICAL LINE INFORMATION IS OBTAINED FROM A PLAT PERFORMED BY ANDREWS ENGINEERING AND SURVEYING ON 7/14/2023.

PROPOSED SITE PLAN

SCALE: 1:50

SOUTH CAROLINA PROFESSIONAL ENGINEER
No. 25057
9/7/23
WILLIAM D. BARNA

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE SHEET 6

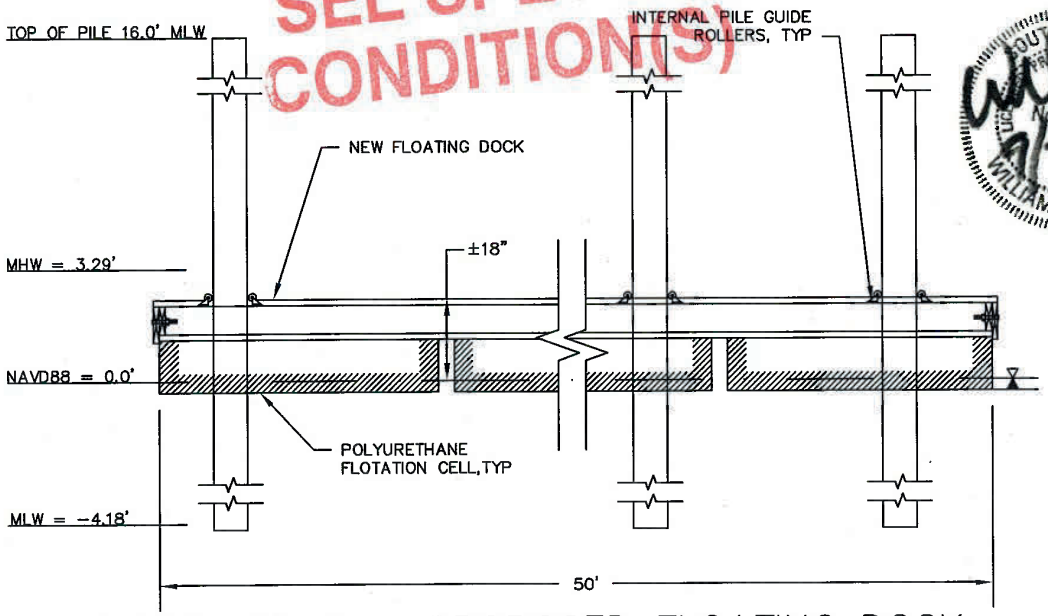
FIGURE 4
PROPOSED SITE PLAN
1:50
0' 50' 100'

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

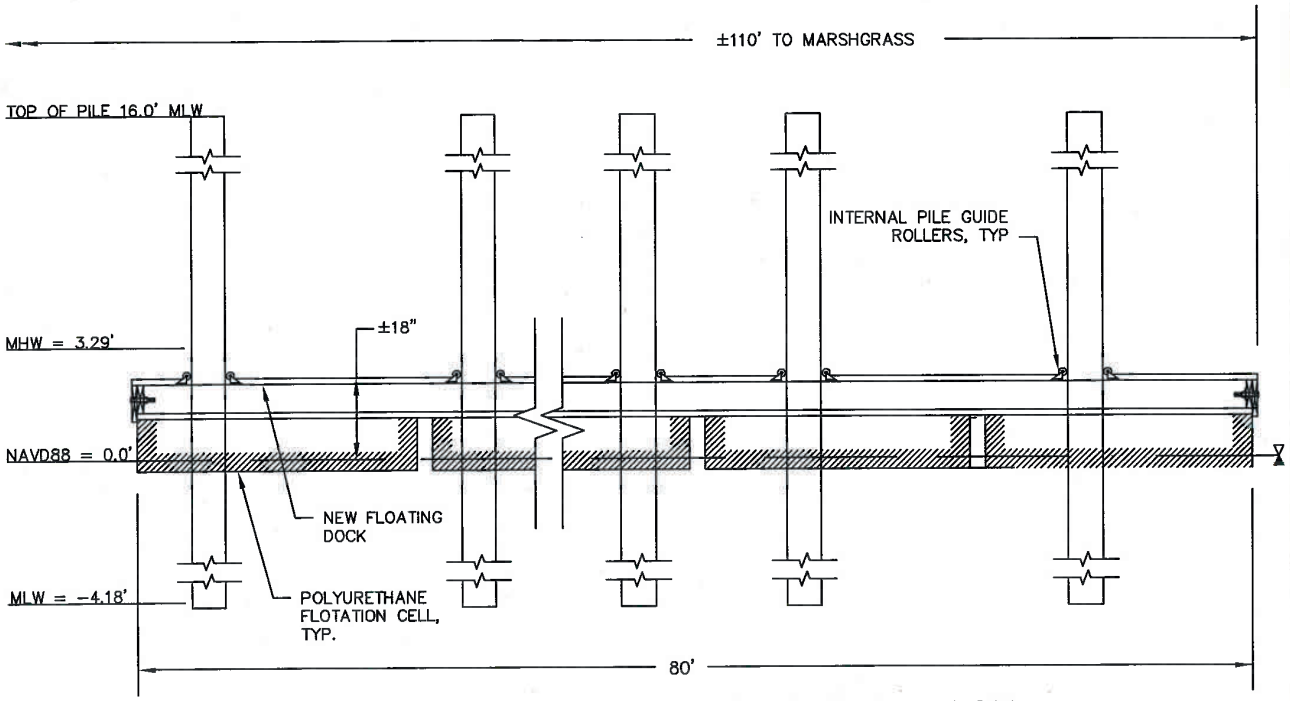
IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 4 OF 7 **DATE:** 9/7/2023

SEE SPECIAL CONDITION(S)



SECTION A – PROPOSED FLOATING DOCK

SCALE: 1:5



SECTION B – PROPOSED FLOATING DOCK

SCALE: 1:5

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS **ADJACENT PROPERTY OWNERS:** SEE SCHEDULE SHEET 6	**FIGURE 5** TYPICAL DOCK SECTIONS 1:5 0' 5' 10' **APPLICANT** BEAUFORT COUNTY **AGENT** McSWEENEY ENGINEERS, LLC	**PROPOSED:** FLOATING DOCK **WATERWAY:** BROAD CREEK **IN:** HILTON HEAD **COUNTY OF:** BEAUFORT **APPLICATION NO.** REV. 1 **SHEET:** 5 OF 7 **DATE:** 9/7/2023

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ADJACENT PROPERTY TMS:	OWNER:	ADDRESS:
1. R552 010 000 314E 0000	BRIGHTON BAY ASSOCIATES LP SUITE	200 BLDG 20 1827 POWER FERRY RD ATLANTA, GA 30309
2. R552 010 000 0649 0000	SC DEPARTMENT OF TRANSPORTATION	3100 DEVINE ST, COLUMBIA, SC, 29205
3. R552 010 000 0309 0000	TOWN OF HILTON HEAD	ONE TOWN CENTER CT, HILTON HEAD ISLAND, SC, 29928
4. R552 010 000 273A 0000	BRIGHTON BAY ASSOCIATES LP	2 CORPUS CHRISTI STE 302, HILTON HEAD, ISLAND, SC, 29928
5. R552 010 000 314C 0000	PALMETTO BAY MARINA LLC	2 PARK LN SUITE 301, HILTON HEAD ISLAND, SC, 29928

SEE SPECIAL CONDITION(S)

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L13	N66°18'54"E	12.69'	L29	S13°09'23"E	12.61'
L14	N48°14'22"E	27.56'	L30	S13°09'23"E	13.77'
L15	N21°20'35"E	13.62'	L31	S19°36'30"W	14.53'
L16	N29°21'49"W	9.28'	L32	S27°14'11"W	67.45'
L17	N10°21'26"E	17.00'	L33	S40°26'27"E	15.51'
L18	N33°25'45"E	8.79'	L34	S84°10'17"E	19.98'
L19	S83°15'57"E	8.44'	L35	S00°36'26"W	16.83'
L20	N81°17'32"E	19.86'	L36	S23°26'07"W	24.40'
L21	N59°36'02"E	11.32'	L37	S38°33'31"W	16.99'
L22	N89°11'26"E	14.61'	L38	S34°02'42"E	9.80'
L23	N14°28'52"E	81.13'	L39	N81°38'28"E	8.02'
L24	N38°27'07"E	122.15'	L40	N25°46'23"E	47.56'
L25	S53°48'02"E	39.52'	L41	S77°50'22"E	22.41'
L26	S37°49'43"W	41.73'	L42	S71°11'36"E	39.32'
L27	S35°38'11"W	18.03'	L43	S79°53'44"E	32.31'
L28	S02°51'17"W	18.84'	L44	S71°15'26"E	46.55'
			L45	S71°15'26"E	10.96'

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 25057 9/7/23 WILLIAM D. BARNA

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE THIS SHEET

FIGURE 6
ADJACENT PROPERTY OWNERS AND LINE TABLE

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 6 OF 7 **DATE:** 9/7/2023

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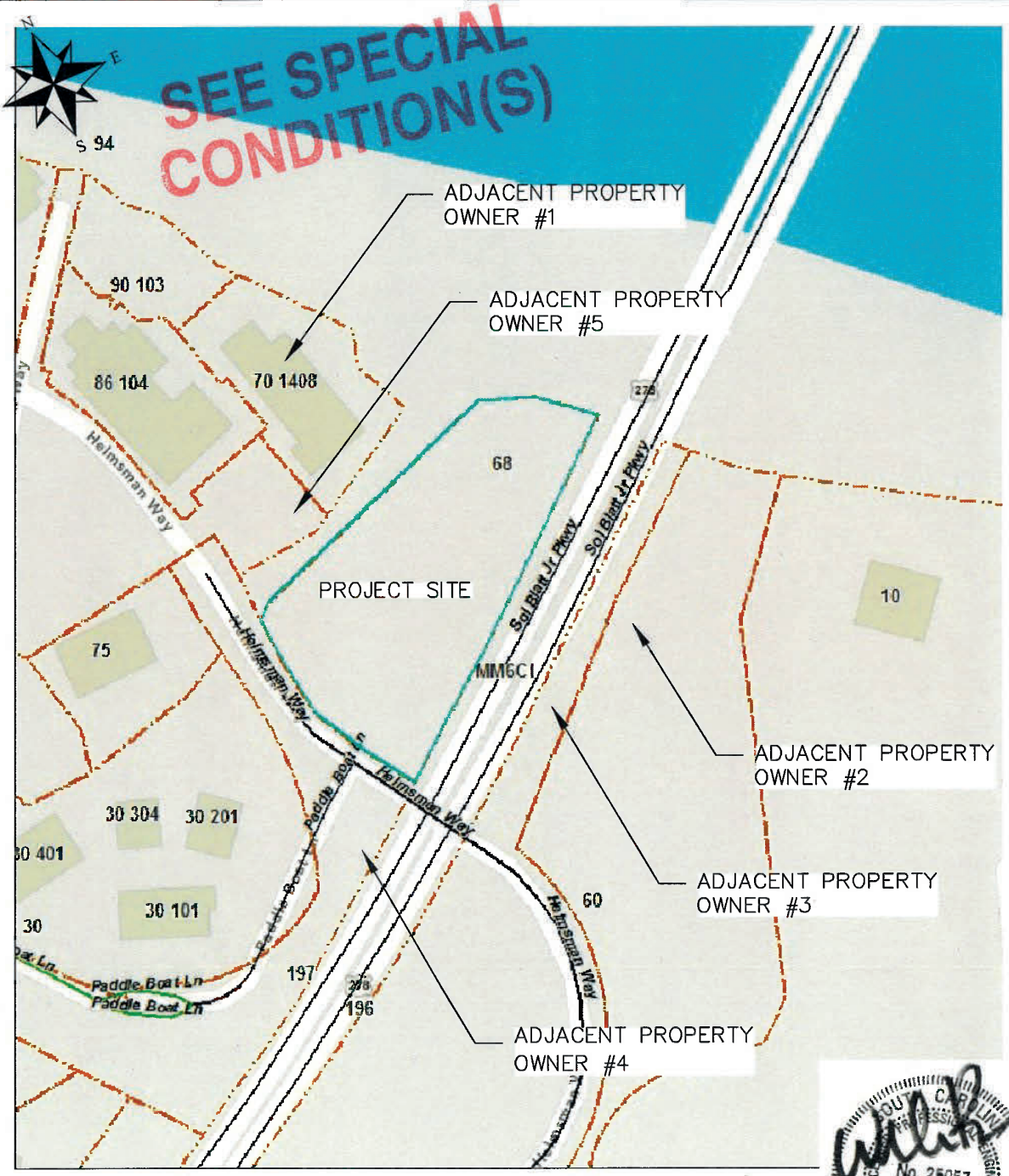

ADJACENT PROPERTY OWNERS MAP

SCALE: NTS

No. 25057
9/7/23
WILLIAM D. BARNA

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS **ADJACENT PROPERTY OWNERS:** SEE SCHEDULE SHEET 6	**FIGURE 7** ADJACENT PROPERTY OWNERS MAP SCALE: NTS **APPLICANT** BEAUFORT COUNTY **AGENT** McSWEENEY ENGINEERS, LLC	**PROPOSED:** FLOATING DOCK **WATERWAY:** BROAD CREEK **IN:** HILTON HEAD **COUNTY OF:** BEAUFORT **APPLICATION NO.** REV. 1 **SHEET:** 7 OF 7 **DATE:** 9/7/2023

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EXHIBIT

13A

exhibitsticker.com

EXHIBIT

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EXHIBIT
85
EXHIBIT
13B
exhibitsticker.com

EXHIBIT
13C
exhibitsticker.com
EXHIBIT
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EXHIBIT
13D
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EXHIBIT
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EXHIBIT

13E

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EXHIBIT

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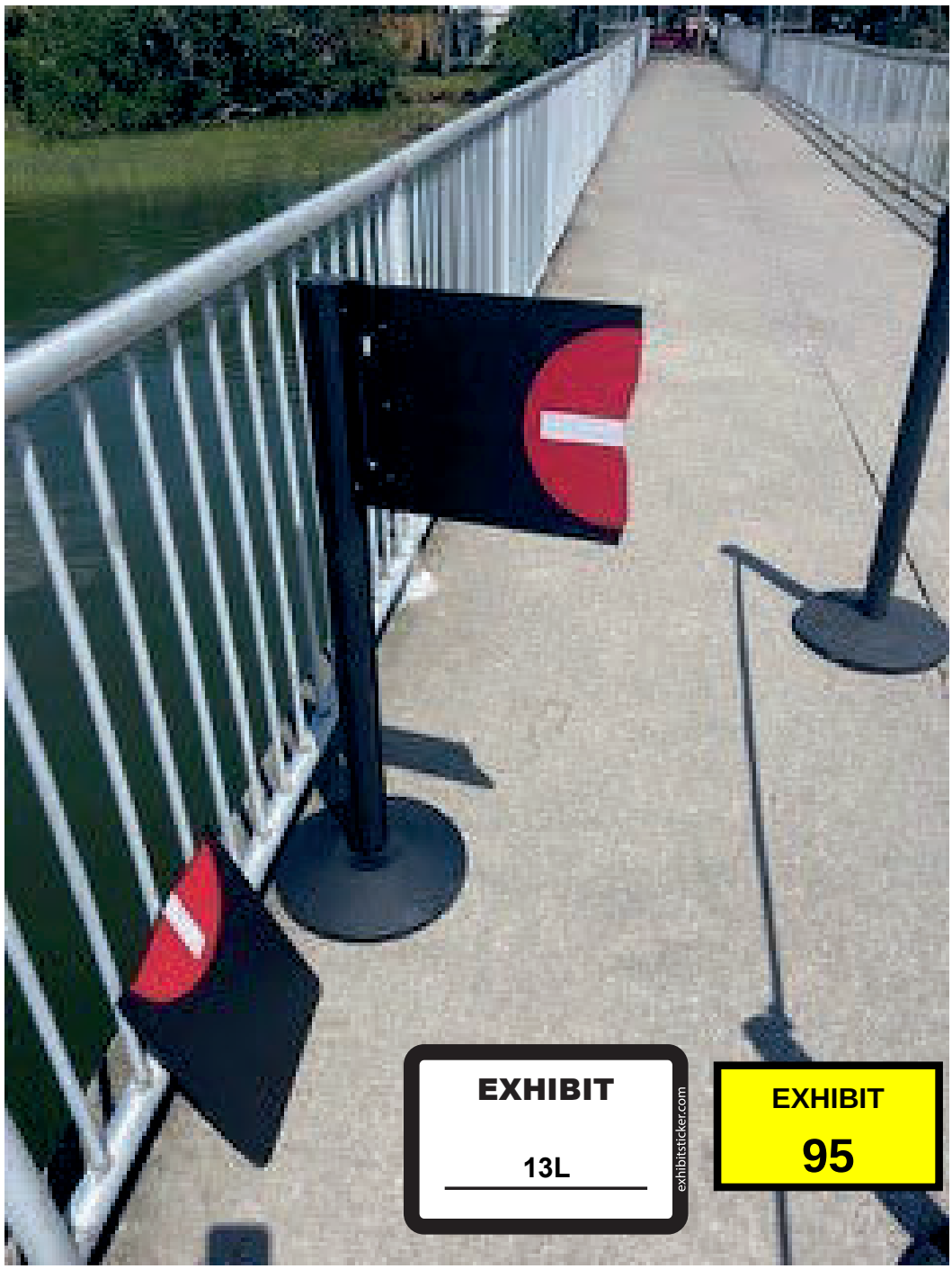
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EXHIBIT
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No. 81 - 1

AN ORDINANCE

TO REGULATE THE USE OF PINCKNEY ISLAND LANDING

Section I.

County Landings, Docks and Fishing Ramps Defined. This Ordinance applies exclusively to Pinckney Island Landing which is leased from the U. S. Fish and Wildlife Service through the State of South Carolina and will be maintained by Beaufort County.

Section II.

Use of Pinckney Island Landing. Beaufort County's Pinckney Island Landing and ramp is maintained by the County for the purposes of a ferry access to Daufuskie Island and public access for fishing and boating; loading and unloading passengers, supplies, boats and boating gear. It is the policy of the County to maintain and regulate such facilities in a manner that is consistent with the agreements signed by the State and which will permit the County and public use of the facility and avoid continuous occupancy, congestion, or blocking thereof.

Section III.

Rules and Regulations That Apply Mutually to Boat Landings, Docks and Fishing Ramps.

1) No fires are allowed on County docks or landings. No overnight camping of any type will be permitted on County docks, landings, or ramps.

2) No person or agency shall build, maintain, extend or make structural alterations on any County landing, dock or fishing ramp without first obtaining a written permit to do so from County Council and the Public Works Director.

Section IV.

Landing Rules.

1) To assure County and public use and avoid extensive occupancy, congesting or blocking of County landings, the Beaufort County Public Works Director is authorized and directed to post signs limiting the time during which a vessel may be docked or gear may be placed at or on any County dock to three (3) hours.

EXHIBIT
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2) Emergency vehicles and public carrier vessels shall have priority over all other vehicles at all County docks.

3) Sections of County landings to be used by public carrier ferry vessels shall be clearly posted as to the time of usage. No other vessel shall occupy marked sections during posted times.

4) No person shall fuel any vessel on County landings with any petroleum product directly from a tank, wagon or truck.

5) No person shall intentionally obstruct the free access to or any departure from any portion of any County landing.

6) It shall be unlawful to conduct commercial fishing operations of any type, including crabbing or loading oysters at Pinckney Island Landing.

Section V.

Landing Rules

1) No person shall intentionally obstruct access to or any departure from the landing by parking vehicles or submerging vessels in areas of such facilities. It shall be unlawful for any person to leave unattended or abandoned any watercraft within fifty (50) yards distance from any point of access to any Beaufort County boat landing whether it be from water or land; this provision shall apply to both commercial and private crafts. The Public Works Director is empowered to remove any watercraft or vessel which has been abandoned on or about a County landing for a period of one week or more. It is further provided that the Public Works Director may, in his discretion, destroy such abandoned watercraft or vessels if in his opinion the vessel was permanently abandoned as having no salvage value. It is further provided that those vessels removed by the Public Works Department which appear to have salvage value be towed to and stored at a location designated by the Sheriff where they may be claimed by the owner with proper identification and with payment of a towing fee not less than $25.00 or the actual cost of removal and towing, whichever is greater. Vessels left unclaimed after a period of thirty (30) days will be disposed of as provided by South Carolina Law.

2) Vehicles ready to load boats or trailers shall have preference over those ready to discharge, the order being on a first come basis.

3) The use of access ways and public boat landings shall be for placement in the water and the retrieving of boats from the water. It shall be unlawful to park unattended vehicles in access ways proper or in any posted no parking area of public boat landings.

Section VI.

Penalty

Any person, firm or corporation violating any provision of this Ordinance shall be fined not less than One Hundred ($100.00) Dollars, not more than Two Hundred and 00/100 ($200.00) Dollars and/or imprisonment for not more than thirty (30) days. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues. Because this facility is operated under a cooperative agreement between the State of South Carolina, the U. S. Fish and Wildlife Service, and Beaufort County, Title 50 Code of Federal Regulations applies to the use of this facility.

APPROVED AND ADOPTED ON THIRD AND FINAL READING THIS 26th DAY OF JANUARY, 1981.

COUNTY COUNCIL OF BEAUFORT COUNTY

By Arthur Horne
Arthur Horne, Chairman

ATTEST:

Brenda Long
Clerk to Council

1st Reading: December 8, 1980
2nd Reading: December 22, 1980
3rd and Final Reading:
January 26, 1981

Mutual Agreement to Use Certain Properties within

Pinckney Island National Wildlife Refuge

July 21, 1981

SC State Budget and Control Board and Beaufort County

US Fish and Wildlife Services

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of July, 1981, by and between the SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD, a State agency, hereinafter called STATE, and the COUNTY OF BEAUFORT, a political subdivision of State government, hereinafter called COUNTY, WITNESSETH THAT:

WHEREAS, the STATE has entered into negotiations with the Department of the Interior, U.S. Fish and Wildlife Service, concerning a mutual agreement to use certain properties within the Pinckney Island National Wildlife Refuge in Beaufort County, South Carolina; and

WHEREAS, the U.S. Fish and Wildlife Service has under its administration a tract of land more particularly described as:

> A portion of that certain tract, piece or parcel of land, situated, lying and being in Beaufort County, South Carolina, located south of U.S. 278 and known as Last End Point of Pinckney Island and being more particularly described as follows:
>
> BEGINNING at the intersection of the southwest right-of-way boundary of U.S. Highway Number 278 with the line of mean high water on the east bank of Mackay Creek; thence southeasterly, with said southwest right-of-way boundary, a chord distance of 660 feet; thence S.29 55'W., 400 feet; thence N.60 05'W., 660 feet to the line of mean high water on the east bank of Mackay Creek; thence N.29 55'E., with said line of mean high water, 400 feet to the PLACE OF BEGINNING, containing 6.06 acres, more or less; this being a portion of those lands conveyed to the United States of America by quitclaim deeds of donation dated December 3, 1975, by John S. Dunhill and Thomas E. Jones, Jr., and recorded in Book 233, Page 2015, Clerk of Court, Beaufort County and dated December 4, 1975, by Natural Lands Trust, Inc., and recorded in Book 233, Page 2019, Clerk of Court, Beaufort County, hereinafter called "Last End Point," as shown on the attached map labeled Exhibit "A".

WHEREAS, the COUNTY has expressed its desire to use the above desired tract of land as a ferry and boat launching site and to make certain improvements thereon; and

WHEREAS, the STATE is the presumed owner, in trust, of certain tidelands within the Pinckney Island National Wildlife Refuge and the U.S. Fish and Wildlife Service has expressed its desire to use these tidelands for purposes associated with the wildlife refuge and has offered to exchange the use of the above described tract as a ferry and boat launching facility for the use of said tidelands as a wildlife refuge; and

Beaufort County-015822

WHEREAS, the STATE, subject to the terms and conditions of an agreement with the U.S. Fish and Wildlife Service concerning the use of the above referenced lands and tidelands, desires the COUNTY to assume full responsibility for the construction, operation, maintenance, and supervision of a ferry and boat launching facility on Last End Point.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The purpose of this agreement is to provide the COUNTY with rights and obligations concerning the use of a parcel of land known as Last End Point as a ferry and boat launching facility subject to the terms and conditions contained herein.

2. This agreement shall become effective on the date that an agreement is executed between the STATE and U.S. Fish and Wildlife Service which authorizes the State to enter upon the property and use such property as a ferry and boat launching site. This agreement shall have no effect unless and until the above mentioned agreement between the STATE and U.S. Fish and Wildlife Service is executed and shall terminate or expire on the date that such agreement terminates or expires. The COUNTY shall be subject to the terms and conditions of the agreement between the STATE and U.S. Fish and Wildlife Service as would be the STATE concerning the use of the property.

3. The COUNTY shall use the described parcel of land solely as a ferry and boat launching site, and shall be solely responsible for all construction, improvement, repair, maintenance and operation of the site. The area shall be kept, to the maximum extent feasible, natural-like in appearance. Prior to construction of any facilities on the property, the COUNTY shall obtain written approval of plans from the U.S. Fish and Wildlife Service. The COUNTY shall not use the property for any purpose inconsistent or incompatible with the use of the property as a ferry and boat launching facility and shall prevent inconsistent or incompatible uses by any other persons or persons.

4. The COUNTY shall be responsible for maintaining the property in a clean and orderly condition at all times. Structures, facilities, and equipment placed on the property by the COUNTY shall remain the property of the COUNTY and may be removed at any time within six (6) months following the termination of this agreement, provided, however, upon

Beaufort County 015823

termination, and a demand by the U.S. Fish and Wildlife Service, the COUNTY shall be responsible for restoring the property to its original condition.

5. The COUNTY shall comply with all laws and regulations applicable to the area as the Pinckney Island National Wildlife Refuge. This agreement does not obviate the necessity to obtain any other local, State, or federal permission or approval for the use or construction on the property. The COUNTY agrees that in the construction, operation, and maintenance of the project, no employee or applicant for employment shall be discriminated against because of race, creed, color, or national origin. An identical provision shall be included in all subcontracts.

6. The exercise of the rights and obligations herein agreed shall be without cost to the State.

7. The COUNTY agrees to save and hold the STATE and the U.S. Fish and Wildlife Service harmless from all damage suits in connection with the construction, operation, or maintenance on the property for such injuries or damages as may occur to persons or property from the use of the property or COUNTY facilities on the property.

8. Upon the request of an authorized representative of the U.S. Fish and Wildlife Service, the COUNTY shall assist the Service to prevent or suppress fires in the Pinckney Island National Wildlife Refuge by making available vehicles and manpower as might be reasonably availabe in the area of COUNTY for such purposes.

IN WITNESS WHEREOF, this instrument is being executed in accordance with the action of the South Carolina Budget and Control Board at its meeting held on the 28 day of July, 1981.

WITNESSES:

William A. McInnis

Donna K. Williams

THE STATE OF SOUTH CAROLINA

By Richard W. Riley
Governor Richard W. Riley

ATTORNEY GENERAL OF SOUTH CAROLINA

Approved Daniel R. McLeod
Attorney General Daniel R. McLeod

Beaufort County 015824

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of July, 1981.

WITNESSES:

THE COUNTY OF BEAUFORT

William Gary Horn

By

Jessie L. Barber

10/26/87

Beaufort County 015825

EXHIBIT

16

exhibitsticker.com

Easement Exchange Agreement

Pinckney Island National Wildlife Refuge

July 28, 1981

SC State Budget and Control Board and

US Fish and Wildlife Services

EXHIBIT

98

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

EASEMENT
EXCHANGE
AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of July, 1981, between the Department of Interior, through the UNITED STATES FISH AND WILDLIFE SERVICE, hereinafter referred to as SERVICE, and the STATE OF SOUTH CAROLINA, BUDGET AND CONTROL BOARD, hereinafter referred to as STATE, WITNESSETH THAT:

WHEREAS, the SERVICE has under its administration certain lands located on Pinckney, Big Harry, Little Harry, Corn and Buzzard Islands in Beaufort County, South Carolina, known collectively as the Pinckney Island National Wildlife Refuge; and

WHEREAS, the STATE desires to use as a ferry landing and boat launching site a parcel of said property as hereinafter described:

> A portion of that certain tract, piece or parcel of land, situated, lying and being in Beaufort County, South Carolina, located south of U.S. 278 and known as Last End Point of Pinckney Island and being more particularly described as follows:
>
> BEGINNING at the intersection of the southwest right-of-way boundary of U.S. Highway Number 278 with the line of mean high water on the east bank of Mackay Creek; thence southeasterly, with said southwest right-of-way boundary, a chord distance of 660 feet; thence S.29 55'W., 400 feet; thence N.60 05'W., 660 feet to the line of mean high water on the east bank of Mackay Creek; thence N.29 55'E., with said line of mean high water, 400 feet to the PLACE OF BEGINNING, containing 6.06 acres, more or less; this being a portion of those lands conveyed to the United States of America by quitclaim deeds of donation dated December 3, 1975, by John S. Dunhill and Thomas E. Jones, Jr., and recorded in Book 233, Page 2015, Clerk of Court, Beaufort County and dated December 4, 1975, by Natural Lands Trust, Inc., and recorded in Book 233, Page 2019, Clerk of Court, Beaufort County, hereinafter called "Last End Point," as shown on the attached map labeled Exhibit "A".

WHEREAS, the STATE is the presumed owner in trust of certain tidelands, lying between the mean high and mean low water lines, located adjacent to Pinckney, Big Harry, Little Harry, Corn and Buzzard Islands in Beaufort County, such tidelands being within the boundaries of the Pinckney Island National Wildlife Refuge; and

WHEREAS, the SERVICE desires to use as part of the Pinckney Island National Wildlife Refuge those tidelands hereinafter described:

> Twenty-seven hundred and twenty-eight acres, more or less, of tidelands adjacent to Pinckney Island, Beaufort County, South Carolina, as shown on the attached United States Department of the Interior Map, Pinckney Island National Wildlife Refuge, Natural Lands Trust, Inc. et. al., tracts (10, a-k, m-n, p-r) Beaufort County, South Carolina, as recorded in Plat Book 24, Page 42, in the Office of Clerk of Court for Beaufort County dated November 17, 1976, hereinafter collectively called "Tidelands."

Beaufort County-015827

WHEREAS, the SERVICE is authorized to enter into this agreement pursuant to provisions of the National Wildlife Refuge System Administrative Act of 1966 (16 USC Section 668 dd) and the STATE, pursuant to Sections 1-11-70, et. seq. of the 1976 South Carolina Code of Laws.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

THAT, the STATE, as grantor, in consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant and convey to the SERVICE, its successors and assigns, an easement in, to, upon, and over the above described Tidelands, such Tidelands situate in the County of Beaufort and lying below the mean high water line, for the purposes and under the conditions provided herein.

THAT, the SERVICE, as grantor, in consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant and convey to the STATE, its successors and assigns, an easement in, to, upon, and over the above described portion of Last End Point, such land situate in the County of Beaufort, for the purposes and under the conditions provided herein.

THAT, the STATE and SERVICE agree that the intent and purpose of this agreement is to provide for the STATE'S use of Last End Point as a ferry and boat launching site and to provide for facilities to affect such purposes to be constructed thereon and for the SERVICE'S use of the Tidelands as part of the Pinckney Island National Wildlife Refuge, under such conditions and restrictions as are herein contained.

THAT, it is further understood and agreed that Last End Point shall be under the administration of the County of Beaufort, which shall be responsible and liable for such construction, maintenance, supervision, and control as is specified in an agreement between the STATE and County of Beaufort dated the 21st day of July, 1981 and Beaufort County Ordinance #80, "To Regulate the Use of Pinckney Island Landing", attached hereto and incorporated by reference.

THAT nothing in this agreement shall be construed as waiving or relinquishing any claim, right, title or ownership, other than the mutual exchange of easements herein provided, by either party of their

Beaufort County-015828

respective properties.

The STATE is granted the use of that portion of Last End Point under the following terms and conditions:

1. The STATE shall use the property solely for the purposes of a ferry and boat launching facility. Together with the right of ingress and egress, the STATE may improve, construct, and maintain a ferry slip and/or launching ramp to transport vehicles, supplies, and people to Daufuskie or other islands and a boat ramp to load and unload vehicles on the ferry. The STATE may improve, construct and maintain such parking facilities, necessary to use the property as a ferry and boat launching site. Repair and maintenance of such facilities shall be the responsibility of the STATE. The SERVICE reserves the right to review and approve all construction plans prior to any construction. The STATE shall maintain the natural condition of the property to the greatest extent feasible.

2. All structures, facilities and equipment placed on the property by the STATE shall remain the property of the STATE and may be removed at any time within six months following the termination of this agreement. Upon termination and a demand by the SERVICE, the STATE within six months shall restore the property to its condition at the time this agreement becomes effective.

3. The STATE shall use the property solely for the purposes of a ferry and boat launching area and shall prevent any inconsistent or imcompatible uses.

The SERVICE is granted the use of the Tidelands under the following terms and conditions:

1. The SERVICE shall use the Tidelands solely as part of the Pinckney Island Natural Wildlife Refuge under authority of the Migratory Bird Conservation Act (16 USC Section 715). Together with the right of ingress and egress, the SERVICE may manage, limit, prohibit, and police the Tidelands, under the applicable provisions of Title 50 of the Code of Federal Regulations. The SERVICE may post or otherwise mark the Tidelands and may enforce such regulations as are consistent and compatible with the maintenance of the area as a wildlife refuge, provided, however, the SERVICE shall not prohibit, obstruct or otherwise impair the right of public navigation, fishing, crabbing or oyster

Beaufort County-015829

gathering in the Tidelands. Nothing in this agreement shall be construed as limiting the STATE's authority to manage shellfish, however, the STATE agrees to coordinate the management of shellfish with the SERVICE to avoid conflict. The STATE agrees that it will not grant any other party rights and privileges such as leases, easements or rights-of-way on the Tidelands subject to this agreement without the prior written approval of the SERVICE.

2. The STATE shall do everything reasonable both independently and on request of any duly authorized representative of the SERVICE to suppress any fires which may occur on lands to be occupied under the agreement including making available such vehicles and manpower as may be reasonably obtainable for the suppression of such fires.

THAT STATE AND SERVICE further agree:

1. That both parties will maintain the respective areas in a clean and orderly fashion.

2. That the exercise by the STATE and the SERVICE of the rights hereinabove agreed to shall be without cost to the other party.

3. That the STATE and SERVICE shall comply with all applicable laws and regulations. Title 50 regulations will be enforced on all lands encompassed by this agreement.

4. That in the construction, operation, and maintenance on the easement areas, no employee or applicant for employment shall be discriminated against because of race, creed, color, or national origin. An identical provision shall be included in all subcontracts.

5. That the STATE shall, to the extent permitted by State law, hold the SERVICE harmless and the SERVICE shall hold the STATE harmless from any damages suffered by or upon any person or persons or property on the respective easement areas.

This agreement shall be effective for a term of ninety-nine (99) years, at which time it shall expire. Either party may elect to extend the term of this agreement for an additional 99 years at any time prior to its expiration.

This agreement may be terminated by mutual consent of both parties upon six (6) months written notice. Upon expiration or termination, such interests as the STATE or SERVICE may have, shall revert to the respective party.

Beaufort County-015830

IN WITNESS WHEREOF, this instrument is being executed in accordance with the action of the South Carolina State Budget and Control Board at its meeting held on the 28 day of July, 1981

WITNESSES:

William A. McInnis

Donna K. Williams

THE STATE OF SOUTH CAROLINA

By Richard W. Riley
Governor Richard W. Riley

ATTORNEY GENERAL OF SOUTH CAROLINA

Approved Daniel R. McLeod
Attorney General Daniel R. McLeod

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of August, 1981.

WITNESSES:

Wm. A. Swanson

Ronald E. Hood

THE UNITED STATES OF AMERICA

By Walter O. Steiglitz
Regional Director
U.S. Fish and Wildlife Service

Edward Starr, III, and Ralph T. Starr as co-executors of the estate of Edward Starr, Jr., Deceased, Edward Starr, III, Mary Anne Ritchie, and Ralph T. Starr as the heirs of Edward Starr, Jr., Deceased, Harris Trust and Savings Bank (as Trustee of Deed of Trust of James M. Barker dated April 19, 1973), Robert R. Barker (as Trustee of Deed of Trust of James M. Barker dated April 19, 1973) and Hugh Barker, Cecily Barker Finley, Ralph Barker, and Robert R. Barker as heirs of James M. Barker, Deceased, and Natural Lands Trust, Inc., a Pennsylvania non-profit corporation, (hereinafter "parties of the third part") in their status as transferors to the U.S. Fish and Wildlife Service of the property in question, or as successors to the said transferors to join herein solely for the purpose of and do hereby consent to the provisions of the agreement made herein. The parties of the third part specifically do not warrant that the use restrictions cannot or will not be enforced by other parties in interest.

The parties of the third part, in consideration of the benefits

Beaufort County-015831

to be derived in the management of Pinckney Island National Wildlife Refuge from this agreement, do not construe the provisions of this agreement as intent to violate the restrictions as set forth in the deeds of conveyance from John S. Dunhill and Thomas F. Jones, Jr. and the Natural Lands Trust, Inc. to the U.S. Fish and Wildlife Service dated November 3, 1975, and December 4, 1975, respectively, which restrictions shall otherwise continue in full force and effect.

WITNESSES:

Unofficial

Notary Public
My Commission Expires May 31, 1982

NATURAL LANDS TRUST, INC.

By
Allston Jenkins

WITNESSES:

Unofficial

Notary Public
My commision expires April 13, 1982

HARRIS TRUST AND SAVINGS BANK

By
John S. Dunhill
Vice-President
Now Retired

WITNESSES:

Unofficial

Notary Public
My commision expires April 13, 1982

HARRIS TRUST AND SAVINGS BANK

By
Thomas F. Jones, Jr.
Vice-President

Beaufort County-015832

WITNESSES:

Jean E. Sanders
Unofficial

By [illegible] for
Robert R. Barker

Maureen DeLorenzo
Notary Public

MAUREEN Do LORENZO
Notary Public, State of New York
No. 41-4616328
Qualified in Queens County
Cert. Filed in New York County
Commission Expires March 30, 1983

WITNESSES:

Nancy J. Lee
Unofficial

By Hugh Barker
Hugh Barker

Martha L. Vaughn
Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 30 1983
BONDED THRU GENERAL INS. UNDERWRITERS

WITNESSES:

L. Costello
Unofficial

By Cecily Barker Finley
Cecily Barker Finley

Helena J. Torres
Notary Public

OFFICIAL SEAL
HELENA J. TORRES
NOTARY PUBLIC - CALIFORNIA
Principal Office in San Diego County
My Commission Exp. Jan. 18, 1985

WITNESSES:

Linda J. Byars
Unofficial

By Ralph Barker
Ralph Barker

Sylvia E. Berry
Notary Public 3/3/84

Beaufort County-015833

WITNESSES:

Lois K. Mindenjahn
Unofficial

By Mary Anne Ritchie
Mary Anne Ritchie

Jean A Gilchrist
Notary Public
JEAN A. GILCHRIST
Notary Public Phila. Phila. Co.
My Commission Expires May 31, 1983

WITNESSES:

Lois K. Mindenjahn
Unofficial

By Ralph T Starr
Ralph T. Starr

Jean A Gilchrist
Notary Public
JEAN A. GILCHRIST
Notary Public Phila. Phila. Co.
My Commission Expires May 31, 1983

WITNESSES:

Lois K. Mindenjahn
Unofficial

By Edward Starr III
Edward Starr, III

Jean A Gilchrist
Notary Public
JEAN A. GILCHRIST
Notary Public Phila. Phila. Co.
My Commission Expires May 31, 1983

Beaufort County-015834

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me William A. McInnis and made oath that he/~~she~~ saw the within named South Carolina State Budget and Control Board by Richard W. Riley, sign, seal and as their act and deed deliver the within Easement Exchange Agreement and that he/~~she~~ along with Donna K. Williams witnessed the execution thereof.

William A. McInnis
By:

Sworn to before me this 28th
day of July, 19 81.

Sue C. Capps
Notary Public for South Carolina
My Commission expires

My Commission Expires September 21, 1989

Beaufort County-015835

STATE OF GEORGIA)

)

COUNTY OF FULTON)

PERSONALLY appeared before me Wm. A. Swanson and made oath that he/she saw the within named United States Fish and Wildlife Service by Walter O. Stieglitz, sign, seal and as their act and deed deliver the within written Easement Exchange Agreement and that he/she along with Ronald E. Hood witnessed the execution thereof.

By: Wm. A. Swanson

Sworn to before me this 21
day of August, 1981.

Carol R. Marbutt
Notary Public for Georgia, State at Large

My Commission expires: Notary Public, Georgia, State at Large
My Commission Expires Aug. 6, 1985

EXHIBIT

17

exhibitsticker.com

Management Agreement

Copy not executed.

EXHIBIT

99

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

MANAGEMENT
AGREEMENT

THIS AGREEMENT, made and entered into this_____day of _____, 1979, by and between the SOUTH CAROLINA STATE BUDGET AND CONTROL BOARD, a State agency, hereinafter called STATE, and the COUNTY OF BEAUFORT, a political subdivision of State government, hereinafter called COUNTY, WITNESSETH THAT:

WHEREAS, the STATE has entered into negotiations with the Department of the Interior, U.S. Fish and Wildlife Service, concerning a mutual agreement to use certain properties within the Pinckney Island National Wildlife Refuge in Beaufort County, South Carolina; and

WHEREAS, the U.S. Fish and Wildlife Service has under its administration a tract of land known as "Last End Point" more particularly described as:

> All that certain tract, piece or parcel of land, situated, lying and being in Beaufort County, South Carolina, located south of U.S. 278 and known as Last End Point of Pinckney Island and being more particularly described as follows:
>
> That part of Pinckney Island lying southwest of U.S. 278, and bounded on southeast by the southwest right-of-way boundary of U.S. Highway 278 and on the east, south, and west by the line of mean low water, containing 49.70 acres, more or less; this being a portion of those lands conveyed to the United States of America by quitclaim deeds of donation dated December 3, 1975, by John S. Dunhill and Thomas F. Jones, Jr. and recorded in Book 233, Page 2015, Clerk of Court, Beaufort County, and dated December 4, 1975, by Natural Lands and Trust, Inc. and recorded in Book 233, Page 2019, Clerk of Court, Beaufort County.

WHEREAS, the COUNTY has expressed its desire to use the tract of land known as Last End Point as a public park and boat launching site and to make certain improvements thereon; and

WHEREAS, the STATE is the presumed owner, in trust, of certain tidelands within the Pinckney Island National Wildlife Refuge and the U.S. Fish and Wildlife Service has expressed its desire to use these tidelands for purposes associated with the wildlife refuge and has offered to exchange the use of Last End Point as a public park and boat launching facility for the use of said tidelands as a wildlife refuge; and

Beaufort County-015838

WHEREAS, the STATE, subject to the terms and conditions of an agreement with the U.S. Fish and Wildlife Service concerning the use of the above referenced lands and tidelands, desires the COUNTY to assume full responsibility for the construction, operation, maintenance, and supervision of a public park and boat launching facility on Last End Point.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The purpose of this agreement is to provide the COUNTY with rights and obligations concerning the use of a parcel of land known as Last End Point as a public park and boat launching facility subject to the terms and conditions contained herein.

2. This agreement shall become effective on the date that an agreement is executed between the STATE and U.S. Fish and Wildlife Service which authorizes the State to enter upon the property and use such property as a public park and boat launching site. This agreement shall have no effect unless and until the above mentioned agreement between the STATE and U.S. Fish and Wildlife Service is executed and shall terminate or expire on the date that such agreement terminates or expires. The COUNTY shall be subject to the terms and conditions of the agreement between the STATE and U.S. Fish and Wildlife Service as would be the STATE concerning the use of the property.

3. The COUNTY shall use that parcel of land known as Last End Point solely as a public park and ferry launching site, and shall be solely responsible for all construction, improvement, repair, maintenance and operation of the site as a public park and ferry launching facility. The area shall be kept, to the maximum extent feasible, natural-like in appearance. Prior to construction of any facilities on the property, the COUNTY shall obtain written approval of plans from the U.S. Fish and Wildlife Service. The COUNTY shall not use the property for any purpose inconsistent or incompatible with the use of the property as a public park and boat launching facility and shall prevent inconsistent or incompatible uses by any other person or persons.

4. The COUNTY shall be responsible for maintaining the property in a clean and orderly condition at all times. Structures, facilities, and equipment placed on the property by the COUNTY shall remain the property of the COUNTY and may be removed at any time within six (6) months

following the termination of this agreement, provided, however, upon termination, and a demand by the U.S. Fish and Wildlife Service, the COUNTY shall be responsible for restoring the property to its original condition.

5. The COUNTY shall comply with all laws and regulations applicable to the area as the Pinckney Island National Wildlife Refuge. This agreement does not obviate the necessity to obtain any other local, State, or federal permission or approval for the use or construction on the property. The COUNTY agrees that in the construction, operation, and maintenance of the project, no employee or applicant for employment shall be discriminated against because of race, creed, color, or national origin. An identical provision shall be included in all subcontracts.

6. The exercise of the rights and obligations herein agreed shall be without cost to the State.

7. The COUNTY agrees to save and hold the STATE and the U.S. Fish and Wildlife Service harmless from all damage suits in connection with the construction, operation, or maintenance on the property for such injuries or damages as may occur to persons or property from the use of the property or COUNTY facilities on the property.

8. Upon the request of an authorized representative of the U.S. Fish and Wildlife Service, the COUNTY shall assist the Service to prevent or suppress fires in the Pinckney Island National Wildlife Refuge by making available vehicles and manpower as might be reasonably available in the area to COUNTY for such purposes.

IN WITNESS WHEREOF, this instrument is being executed in accordance with the action of the South Carolina Budget and Control Board at its meeting held on the _____ day of_____, 1979.

WITNESSES:

_____

_____

THE STATE OF SOUTH CAROLINA

By_____
Governor Richard W. Riley

ATTORNEY GENERAL OF SOUTH CAROLINA

Approved_____
Attorney General Daniel R. McLeod

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of December, 1979.

WITNESSES:

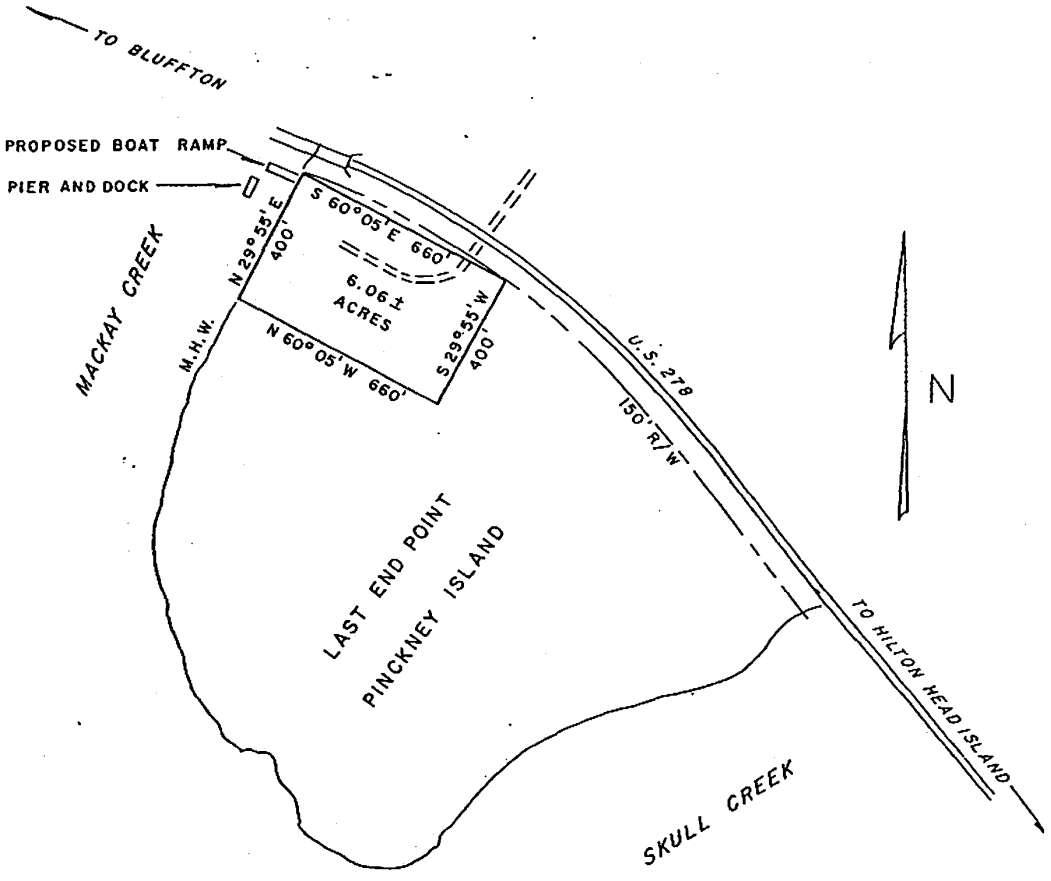
Brenda H. Long

THE COUNTY OF BEAUFORT

BY: Arthur Horne

Arthur Horne
Chairman

PINCKNEY ISLAND NATIONAL WILDLIFE REFUGE



BEAUFORT COUNTY
SOUTH CAROLINA

PLAT OF A PORTION OF LAST END POINT, PINCKNEY ISLAND, BEAUFORT COUNTY, CONTAINING 6.06 ACRES, MORE OR LESS, BEING THOSE LANDS REFERENCED EXHIBIT "A" IN EASEMENT EXCHANGE AGREEMENT BETWEEN STATE OF SOUTH CAROLINA AND U.S. FISH AND WILDLIFE SERVICE

SCALE = 1" = 400'

DATE = DECEMBER 22, 1980

BY = BEAUFORT COUNTY PUBLIC WORKS DEPARTMENT

EXHIBIT "A"

Beaufort County-015842

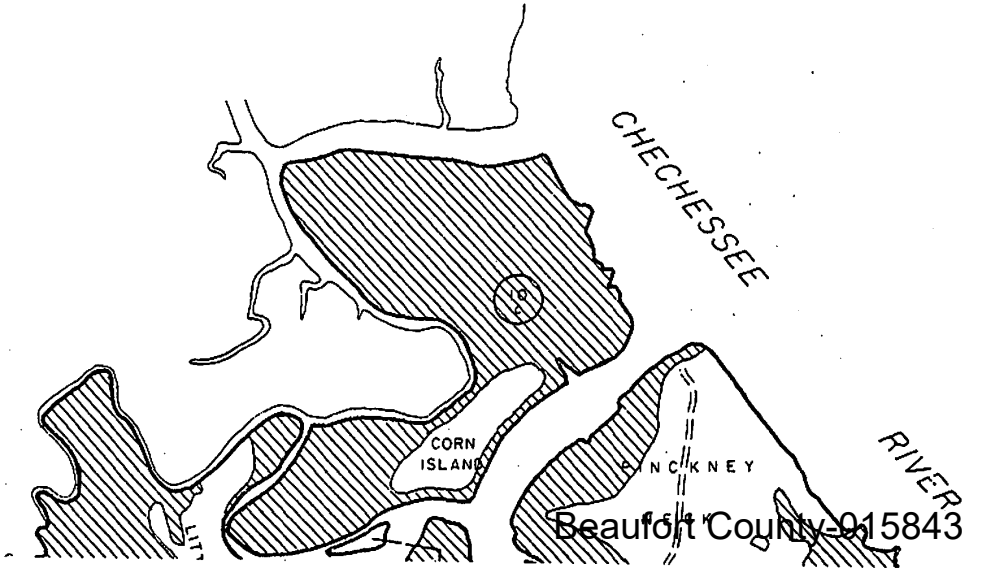
FISH AND WILDLIFE SERVICE

PINCKNEY ISLAND NATIONAL WILDLIFE REFUGE

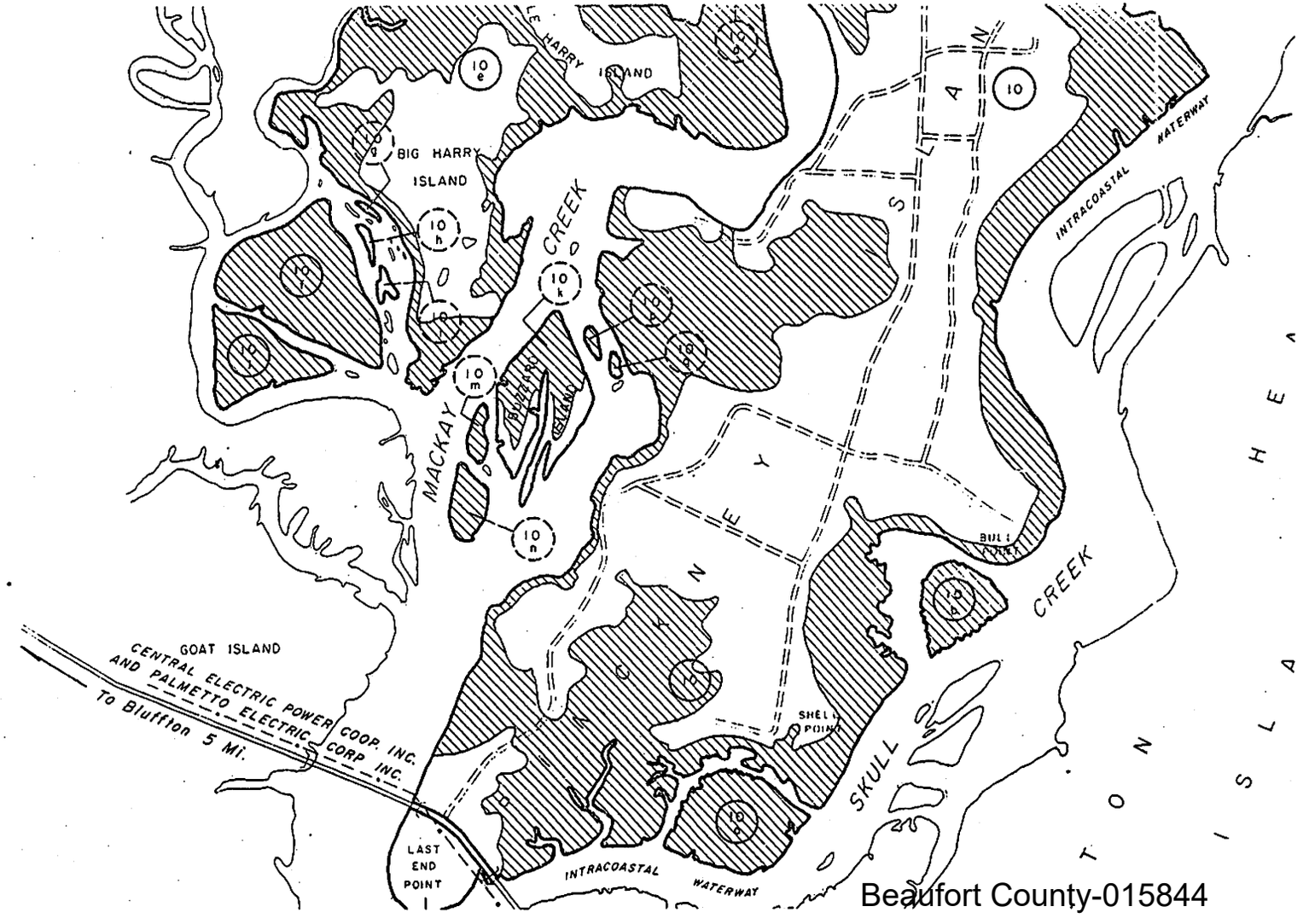
NATURAL LANDS TRUST, INCORPORATED ET AL TRACTS
(10, a-k, m, n, p-r)
4052.70 ACRES
BEAUFORT COUNTY, SOUTH CAROLINA

SCALE 0 2000 4000 6000 8000 FEET

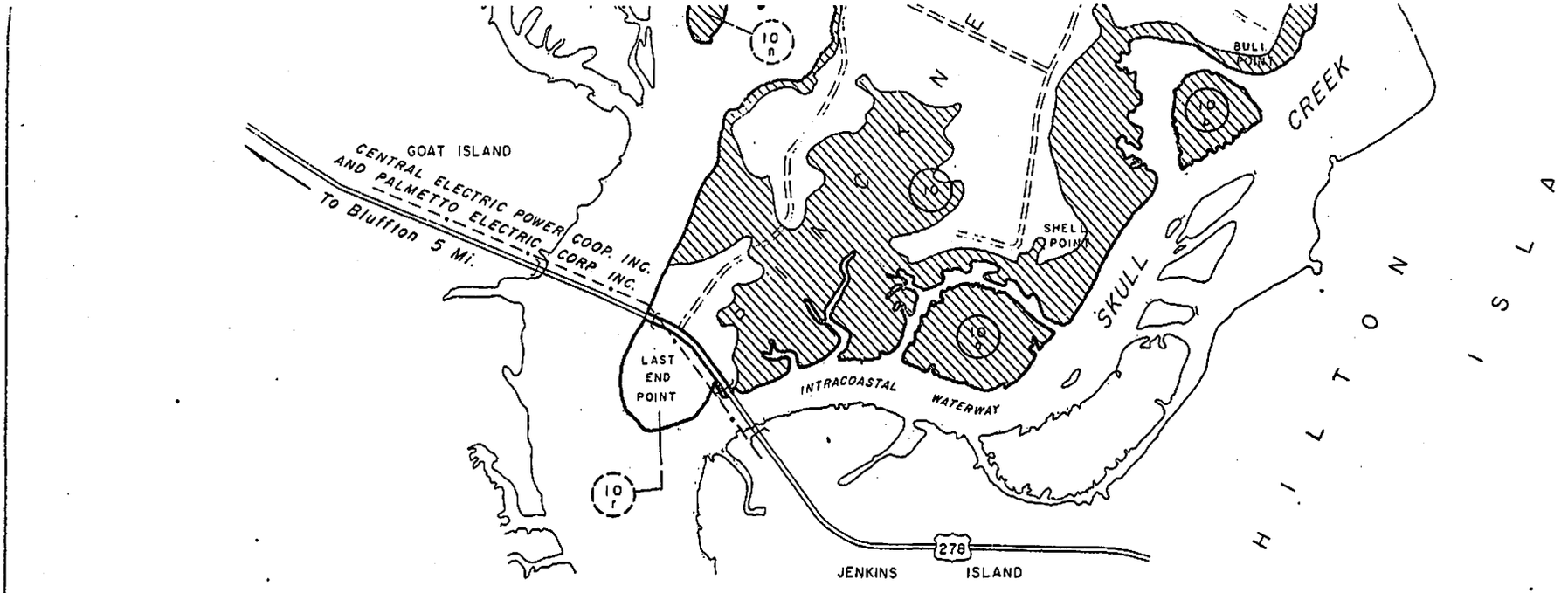
TRACT	ACRES
10	2490.21
10a	69.33
10b	36.20
10c	403.58
10d	4.59
10e	745.33
10f	108.36
10g	1.30
10h	1.99
10i	3.06
10j	45.00
10k	69.10
10m	6.05
10n	14.69
10p	2.30
10q	1.91
10r	49.70
TOTAL	4052.70



Beaufort County-015843



Beaufort County-015844



LEGEND

TIDELANDS

THIS MAP was compiled from aerial ,
March 24, 1972, U.S. Geological Survey
dated 1956-1971 and recorded plat of
Island by C.E. Durant, Engineer and S
1, 1937.

RECORD
PAGE 4:
THE CL
BEAUFO

November 17, 1978

Beaufort County-015845

Date: Tue, 26 Jul 2022 1:49:21 PM (UTC)
Sent: Tue, 26 Jul 2022 1:49:14 PM (UTC)
Subject: RE: Helmsman Way HHI Inquiry
From: Foster Law Real Estate <re@fostersc.com>
To: Ward, Brittany <bward@bcgov.net>;
CC: Shotwell, Briana <briana.shotwell@bcgov.net>;

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

I have you down.

Anna Bouknight - *Paralegal*
FOSTER LAW OFFICES, LLC
3100 Devine Street
Columbia, SC 29205
803-400-1921 ext 1 – Office
803-400-1951 Facsimile
Cantzon@FosterSC.com Litigation
RE@FosterSC.com Real Estate
www.FosterSC.com

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BEWARE OF CYBER-FRAUD Before wiring any funds, call the intended recipient at a number you know is valid to confirm the instructions - and be very wary of any request to change wire instructions you already received.
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ALL FUNDS FOR CLOSING OVER $500.00 MUST BE IN THE FORM OF A WIRE TRANSFER or CERTIFIED CHECK. FUNDS UNDER $500.00 MAY BE IN THE FORM OF A PERSONAL CHECK

From: Ward, Brittany <bward@bcgov.net>
Sent: Tuesday, July 26, 2022 9:29 AM
To: Foster Law Real Estate <re@fostersc.com>
Cc: Shotwell, Briana <briana.shotwell@bcgov.net>
Subject: Re: Helmsman Way HHI Inquiry

Thank you, that works for me.

Sincerely,

EXHIBIT
100

EXHIBIT
tabbies
87

Brittany Ward
Beaufort County Deputy Attorney
Cell: (843) 592-4695
Office: (843) 255-2059

On Jul 26, 2022, at 9:26 AM, Foster Law Real Estate <re@fostersc.com> wrote:

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

I can mark Mr. Foster's calendar for Tuesday August 2nd at 10:30 am for him to give you a call on your cell.

Anna Bouknight - *Paralegal*
FOSTER LAW OFFICES, LLC
3100 Devine Street
Columbia, SC 29205
803-400-1921 ext 1 – Office
803-400-1951 Facsimile
Cantzon@FosterSC.com Litigation
RE@FosterSC.com Real Estate
www.FosterSC.com

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From: Ward, Brittany <bward@bcgov.net>
Sent: Monday, July 25, 2022 5:02 PM
To: Foster Law Real Estate <re@fostersc.com>
Subject: Re: Helmsman Way HHI Inquiry

I am available majority of the week with the exception of Friday whereby am unavailable. Please know a convenient time and phone number to call him at.

Thank you,

Brittany Ward
Beaufort County Deputy Attorney
Cell: (843) 592-4695
Office: (843) 255-2059

On Jul 25, 2022, at 4:50 PM, Foster Law Real Estate <re@fostersc.com> wrote:

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

He I not interested in selling but I ca set up an apt for next week.

From: Ward, Brittany <bward@bcgov.net>
Sent: Monday, July 25, 2022 3:39 PM
To: Foster Law Real Estate <re@fostersc.com>
Subject: RE: Helmsman Way HHI Inquiry
Importance: High

Ms. Bouknight,

Pursuant to your previous communication, Mr. Foster was not interested in selling the properties located on Helmsman Way at that time. The County desires to obtain ownership of the two (2) properties for a public purpose, and I would appreciate speaking to Mr. Foster about selling the properties to the County. If he is willing, please let me know a day/time he is available to discuss.

Thank you in advance,

Brittany Ward
Beaufort County Deputy Attorney

102 Industrial Village, Bldg. 2
P.O. Drawer 1228
Beaufort, SC 29901
Cell: (843) 592-4695
Office: (843) 255-2059
Fax: (843) 255-9414

The information contained in this communication is confidential and is intended solely for the individual or entity above. If you received this communication in error please do not read it, copy it, forward it or dissemtiate it to others. Please delete it after notifying the sender of the error. Thank you.

From: Foster Law Real Estate <re@fostersc.com>
Sent: Tuesday, June 21, 2022 3:17 PM
To: Ward, Brittany <bward@bcgov.net>
Subject: RE: Helmsman Way HHI Inquiry

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Mr. Foster is who asked me to respond, he is aware of your inquire and stated he is not interested in selling.

Anna Bouknight - *Paralegal*
FOSTER LAW OFFICES, LLC
3100 Devine Street
Columbia, SC 29205
803-400-1921 ext 1 – Office
803-400-1951 Facsimile
Cantzon@FosterSC.com Litigation
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From: Ward, Brittany <bward@bcgov.net>
Sent: Tuesday, June 21, 2022 3:09 PM
To: Foster Law Real Estate <re@fostersc.com>
Subject: RE: Helmsman Way HHI Inquiry

Ms. Bouknight,

Are you the representative or agent for Broad Creek Development, LLC? I want to be sure Mr. Foster has been informed of the County's interest if you would have him respond to confirm I would appreciate it.

Thank you,

Brittany Ward

Beaufort County Deputy Attorney

102 Industrial Village, Bldg. 2
P.O. Drawer 1228
Beaufort, SC 29901
Cell: (843) 592-4695
Office: (843) 255-2059
Fax: (843) 255-9414

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From: Foster Law Real Estate <re@fostersc.com>
Sent: Tuesday, June 21, 2022 3:05 PM
To: Ward, Brittany <bward@bcgov.net>
Subject: RE: Helmsman Way HHI Inquiry

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Thank you, but no interest in selling.

Anna Bouknight - *Paralegal*
FOSTER LAW OFFICES, LLC
3100 Devine Street
Columbia, SC 29205
803-400-1921 ext 1 – Office
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From: Ward, Brittany <bward@bcgov.net>
Sent: Tuesday, June 21, 2022 3:03 PM
To: Foster Law Real Estate <re@fostersc.com>
Subject: Helmsman Way HHI Inquiry

Mr. Foster,

I am emailing you because I believe you are the property owner of two (2) properties located on Helmsman Way, Hilton Head Island. I have attached the tax bills associated with these properties for your reference.

Beaufort County would like to discuss these two properties with you as the County is interested in potentially purchasing these properties. If you would please contact me to discuss.

Sincerely,

Brittany Ward
Beaufort County Deputy Attorney

102 Industrial Village, Bldg. 2
P.O. Drawer 1228
Beaufort, SC 29901
Cell: (843) 592-4695
Office: (843) 255-2059
Fax: (843) 255-9414

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Amundson, Hank

From: Webb, Christine
Sent: Friday, August 18, 2023 11:44 AM
To: Amundson, Hank
Subject: RE: ARPA_Ferry

Yes our ARPA is all in fund 2330, not with general funds 10xx...

From: Amundson, Hank <henry.amundson@bcgov.net>
Sent: Friday, August 18, 2023 11:42 AM
To: Webb, Christine <christine.webb@bcgov.net>
Subject: ARPA_Ferry

Do our ARPA Ferry funds still remain and are they in a dedicated account/ (not comingled with General Fund)

HANK AMUNDSON
Special Assistant to the County Administrator
Beaufort County, South Carolina
843-255-2705 | Office
843-441-2998 | Mobile
www.beaufortcountysc.gov
Henry.Amundson@bcgov.net

EXHIBIT
101

Amundson, Hank

From: Webb, Christine
Sent: Friday, August 18, 2023 11:57 AM
To: Amundson, Hank
Cc: Bauer, Bryan
Subject: RE: ARPA Funds - Ferry
Attachments: Expenses paid as of 8.18.23.xlsx

Yes I am only talking about ARPA funds for the Ferry project.
There is only $19,343 left of the $500k from ARPA. See attached. We transferred 450k for land/condemnation to fund 1040 remember..

From: Amundson, Hank <henry.amundson@bcgov.net>
Sent: Friday, August 18, 2023 11:47 AM
To: Webb, Christine <christine.webb@bcgov.net>
Cc: Bauer, Bryan <frederick.bauer@bcgov.net>
Subject: RE: ARPA Funds - Ferry

Is this ARPA – FERRY? What is the remaining balance of the $500,ooo in infrastructure?

HANK AMUNDSON
Special Assistant to the County Administrator
843-255-2705 | Office
843-441-2998 | Mobile

From: Webb, Christine <christine.webb@bcgov.net>
Sent: Friday, August 18, 2023 11:43 AM
To: Amundson, Hank <henry.amundson@bcgov.net>
Cc: Bauer, Bryan <frederick.bauer@bcgov.net>
Subject: RE: ARPA Funds - Ferry

23302060-51160

Andrews Engineering Company and McMillan Pazdan Smith, LLC were the 2 vendors paid from ARPA.

From: Amundson, Hank <henry.amundson@bcgov.net>
Sent: Friday, August 18, 2023 11:37 AM
To: Webb, Christine <christine.webb@bcgov.net>
Cc: Bauer, Bryan <frederick.bauer@bcgov.net>
Subject: ARPA Funds - Ferry

Can you check to see which account the O'quinn and Andrews/Davis & Floyd small A&E contracts were and are being paid from?

HANK AMUNDSON
Special Assistant to the County Administrator
Beaufort County, South Carolina

Daufuskie Island Ferry Project:
23302060 - ARPA Revenue Replacement

		Dates	Comments
Approved Funds:			
Per original ordinance	500,000.00	3.28.22	ordinance 2022/16
Per resolution for contract O'quinn	2,306,634.00	8.23.23	signed contract
Expenses:			
Transfer to fund 1040 Capital Projects Fund	(450,000.00)	9.29.22	To help fund the land purchase/condemnation of Helsman Way 4.9 acres 9.23.23 total of $3.4M
Legal Services 51162	(1,087.00)	9.6.22	Resnick & Lous
Professional Svcs 51160	(5,250.00)	11.10.22	McMillan Pazdan
Professional Svcs 51160	(8,875.00)	3.2.23,6.8.23	Andrews Engineering for Hiag Point West survey
Professional Svcs 51160	(15,445.00)	3.2.23	Andrews Engineering for Hiag Point East survey
Renovations to cap. 54420	(454,705.40)	9.19.23	O'Quinn Marine Construction - DF cross island landing phase
Remaining balance	1,871,271.60		
Total Expenses as of 9.29.23	(935,362.40)	Revenue Replacement used to date for this project	

New Ferry Project:

23302060 - ARPA Revenue Replacement

		Dates	Comments
Per ordinance approved	500,000.00		
Transfer to fund 1040	(450,000.00)	9.29.22	for land purchase/condemnation
Legal Services 51162	(1,087.00)	9.6.22	Resnick & Lous
Professional Svcs 51160	(5,250.00)	11.10.22	McMillan Pazdan
Professional Svcs 51160	(8,875.00)	3.2.23,6.8.23	Andrews Engineering for Hiag Point West survey
Professional Svcs 51160	(15,445.00)	3.2.23	Andrews Engineering for Hiag Point East survey
Remaining balance	19,343.00		

RESNICK & LOUIS, P.C.
ATTORNEYS AT LAW

Christopher L. Murphy
Admitted in SC
cmurphy@rlattorneys.com

REPLY TO THE CHARLESTON OFFICE
146 Fairchild Street, Suite 130
Charleston, SC 29492
(843) 800-1187

September 14, 2022

VIA U.S. MAIL
Eric Greenway
County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

Re: Representation Agreement Letter
Helmsman Way HHI

[redacted]

EXHIBIT
102

EXHIBIT
tabbies
89

[redacted]

[redacted]

/s/ Christopher L. Murphy
Christopher L. Murphy, Esq.

CLM/am

RESNICK & LOUIS, P.C.

8111 E Indian Bend Rd.
Scottsdale, AZ 85250
Phone: 602-456-6776

45-5131741

BEAUFORT COUNTY 011346 SUPP

Attn: Thomas J. Keaveney, II
BEAUFORT COUNTY ENGINEERING
Beaufort County Engineering
PO Drawer 1228
Beaufort, SC 29901

Statement Date: November 8, 2022
Statement No. 439820
Account No. 28206.0157
Page: 1

RE: Beaufort County v. Broad Creek Development, LLC.

Fees

Hours

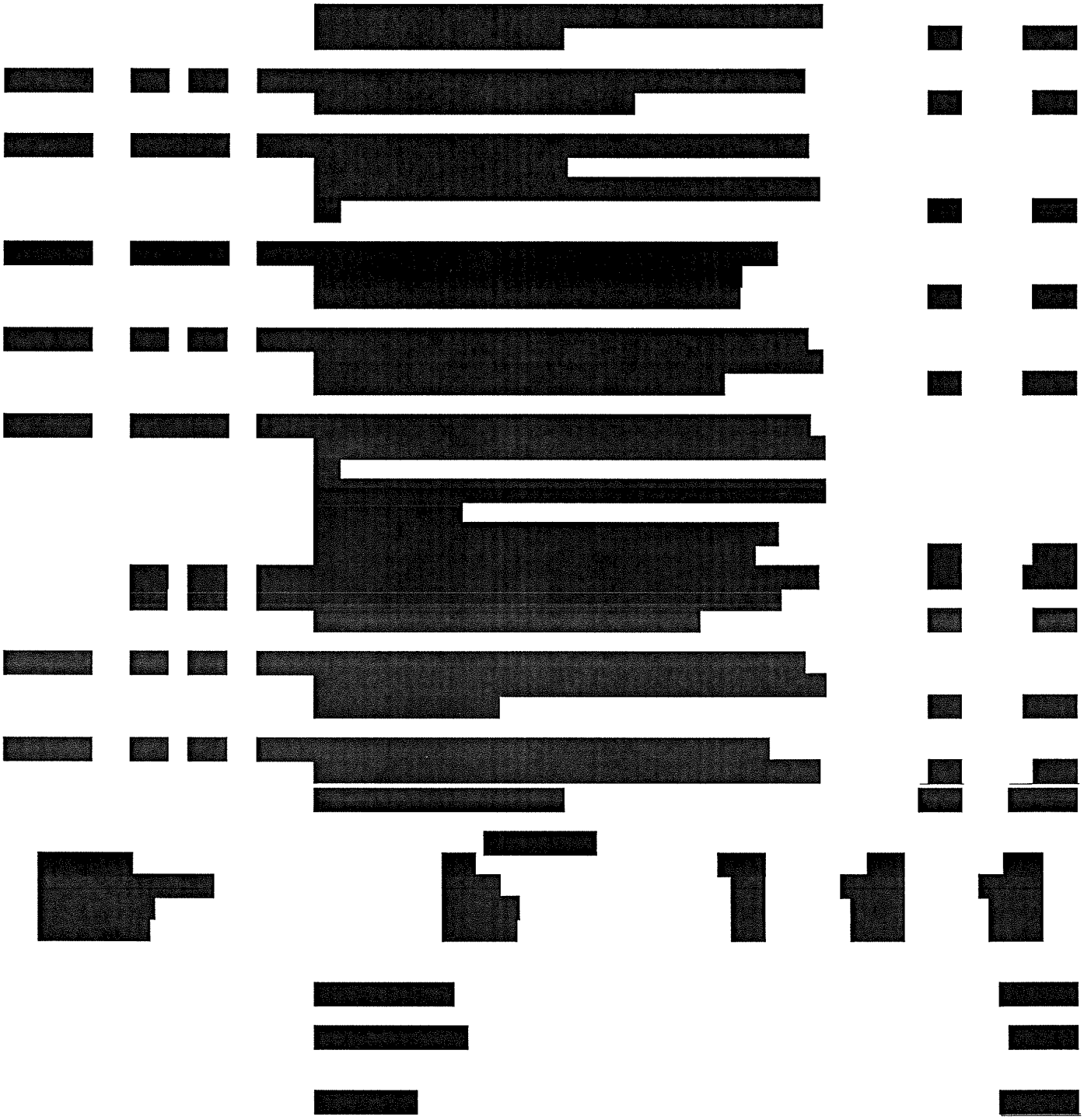
[redacted]

BEAUFORT COUNTY 011347 SUPP

BEAUFORT COUNTY ENGINEERING
Account No. 28206.0157
RE: Beaufort County v. Broad Creek De

Statement Date: 11/08/2022
Statement No. 439820
Page No. 2

Hours



[redacted]

Please make checks payable to:
Resnick & Louis, P.C.
8111 E. Indian Bend Road
Scottsdale, AZ 85250

For Electronic Funds Transfer:
Wells Fargo Bank, NA Arizona
[redacted]

Accounting Department:
Email: accounting@rlattorneys.com
Telephone and Fax: 602-456-6776

Tax ID: 45-5131741

dhec
Healthy People. Healthy Communities.

October 6, 2023

SEE SPECIAL CONDITION(S)

Beaufort County
C/O John Robinson
100 Ribaut Rd
Beaufort, SC 29902

Re: 2023-01056

Dear Mr. Robinson: 91 7199 9991 7030 0132 2965

The Office of Ocean and Coastal Resource Management (the Department) has reviewed your application to modify an existing dock for a ferry terminal at 68 Helmsman Way, Hilton Head Island, Beaufort County, South Carolina and has issued a permit for this work. You should carefully read the description of the authorized project and special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit and **return it to this Department. Keep the photocopy for your records.**

PLEASE READ CAREFULLY: You are required to sign and return the original version of your permit to this Department. If this permit is not signed and returned within thirty (30) days of issuance, OR appealed within 15 days as described on the enclosed "Guide to Board Review", the Department reserves the right to cancel this permit. Please carefully review the enclosed "Guide to Board Review" for information and deadlines for appealing this permit.

We have also enclosed a "request for a construction placard" card. You must send in this card before the time you wish to start construction. At that time a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal, state, or local permits that may be required. Please return the signed permit to the following address:

Office of Ocean and Coastal Resource Management
1362 McMillan Ave, Suite 400
Charleston, SC 29405

Sincerely,

Sarah E Reed
Project Manager
Critical Area Permitting Section

Enclosure

Ec: Hunter Oriani, McSweeney Engineers

EXHIBIT
103

South Carolina Board of Health and Environmental Control

Guide to Board Review

Pursuant to S.C. Code Ann. § 44-1-60

The decision of the South Carolina Department of Health and Environmental Control (Department) becomes the final agency decision fifteen (15) calendar days after notice of the decision has been mailed to the applicant, permittee, licensee and affected persons who have requested in writing to be notified, unless a written request for final review accompanied by a filing fee in the amount of $100 is filed with the Department by the applicant, permittee, licensee or affected person.

Applicants, permittees, licensees, and affected parties are encouraged to engage in mediation or settlement discussions during the final review process.

If the Board declines in writing to schedule a final review conference, the Department's decision becomes the final agency decision and an applicant, permittee, licensee, or affected person may request a contested case hearing before the Administrative Law Court within thirty (30) calendar days after notice is mailed that the Board declined to hold a final review conference. In matters pertaining to decisions under the South Carolina Mining Act, appeals should be made to the South Carolina Mining Council.

I. Filing of Request for Final Review

1. A written Request for Final Review (RFR) and the required filing fee of one hundred dollars ($100) must be received by Clerk of the Board within fifteen (15) calendar days after notice of the staff decision has been mailed to the applicant, permittee, licensee, or affected persons. If the 15th day occurs on a weekend or State holiday, the RFR must be received by the Clerk on the next working day.
2. RFRs should be filed on-line (scdhec.gov/FileRFR) or in person or by mail at the following address:
   South Carolina Board of Health and Environmental Control
   Attention: Clerk of the Board
   2600 Bull Street
   Columbia, South Carolina 29201
   Alternatively, RFRs may be filed with the Clerk by electronic mail (boardclerk@dhec.sc.gov).
3. RFRs shall be in writing and should include, at a minimum, the following information:
   - The grounds for amending, modifying, or rescinding the staff decision;
   - a statement of any significant issues or factors the Board should consider in deciding how to handle the matter;
   - the relief requested;
   - a copy of the decision for which review is requested; and
   - the name of the Requestor and the Requestor's mailing address, email address, if applicable, and phone number(s) at which the Requestor can be contacted. If the Requestor consists of a group of individuals, a representative of the group should be identified to receive all notices and communications related to the RFR for the group.

   All information submitted is subject to release under the Freedom of Information Act. If the RFR and accompanying documentation contain information the Requestor believes should not be released, such information should be identified.

4. The filing fee may be paid by cash, check or credit card and must be received by the 15th day. Credit card payments may be made by phone (803-898-3460, option 2) or on-line at scdhec.gov/FileRFR.
5. If there is any perceived discrepancy in compliance with this RFR filing procedure or any other procedural question, the Clerk should consult with the Chairman or, if the Chairman is unavailable, the Vice-Chairman. The Chairman or the Vice-Chairman will determine whether the RFR is timely and properly filed and direct the Clerk to (1) process the RFR for consideration by the Board or (2) return the RFR and filing fee to the requestor with a cover letter explaining why the RFR was not timely or properly filed. Processing an RFR for consideration by the Board shall not be interpreted as a waiver of any claim or defense by the agency in subsequent proceedings concerning the RFR.
6. If the RFR will be processed for Board consideration, the Clerk will send an Acknowledgement of RFR to the Requestor and the applicant, permittee, or licensee, if other than the Requestor.
7. If an RFR pertains to an emergency order, the Clerk will, upon receipt, immediately provide a copy of the RFR to all Board members. The Chairman, or in his or her absence, the Vice-Chairman shall, based on the circumstances, decide whether to refer the RFR to the RFR Committee for expedited review or to decline in writing to schedule a Final Review Conference. If the Chairman or Vice-Chairman determines review by the RFR Committee is appropriate, the Clerk will forward a copy of

the RFR to Department staff and Office of General Counsel. A Department response and RFR Committee review will be provided on an expedited schedule defined by the Chairman or Vice-Chairman.

8. Following any necessary redaction, the Clerk will email the RFR to staff and Office of General Counsel and request a Department Response within ten (10) working days. If the Requestor is not the applicant, permittee, or licensee, the Clerk will email the RFR to the applicant, permittee, or licensee and give them the option of providing a response within ten (10) working days. Upon receipt of the Department Response and, if timely received, the applicant, permittee, or licensee response, the Clerk will forward the RFR and response(s) to all Board members for review, and all Board members will confirm receipt of the RFR package to the Clerk by email. The responses will also be provided by the Clerk to the Requestor and the applicant, permittee, or licensee if not the Requestor, when provided to the Board; however, questions by RFR Committee members notwithstanding, no subsequent submittals by the parties will be provided to the Board until and if a Conference is scheduled. If a Board member does not confirm receipt of the RFR within a twenty-four (24) hour period, the Clerk will attempt to contact the Board member and confirm receipt. If a Board member believes the RFR should be considered by the RFR Committee, he or she will respond to the Clerk's email within seventy-two (72) hours and will request further review. If no Board member requests further review of the RFR within the seventy-two (72) hour period, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Final Review Conference. Contested case guidance will be included within the letter.
   NOTE: If the time periods described in this provision end on a weekend or State holiday, the time is automatically extended to the next business day.
9. If the RFR is to be considered by the RFR Committee, the Clerk will notify the Board that further review is requested. The Board member(s) requesting further review will appear at the RFR Committee meeting to discuss the matter with the RFR Committee unless excused by the presiding member. If time allows, an RFR Committee member may submit questions to the parties via the Clerk to be answered in writing prior to the RFR Committee meeting. RFR Committee meetings are open to the public and will be public noticed at least twenty-four (24) hours in advance.
10. Following RFR Committee or Board consideration of the RFR, if it is determined no Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Conference. Contested case guidance will be included within the letter.

II. Final Review Conference Scheduling

1. If a Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, informing the Requestor of the determination.
2. The Clerk will send Notice of Final Review Conference to the parties at least ten (10) days before the Conference. The Conference will be publicly noticed and the Notice should:
   - include the place, date and time of the Conference;
   - state the presentation times allowed in the Conference;
   - state evidence may be presented at the Conference;
   - if the conference will be held by a committee other than the RFR Committee or a designee, include a copy of the Chairman's order appointing the committee or the designee; and
   - inform the Requestor of his or her right to request a transcript of the proceedings of the Conference prepared at Requestor's expense.
3. Information submitted to the Clerk at least twenty-four (24) hours prior to the Conference will be provided to the Board for consideration prior to the Conference. Such information will also be provided to the parties. While parties may distribute handouts at the Conference, information received by the Clerk after this deadline will not be provided to the Board or the parties.
4. Slide presentations for the Conference must be provided to the Clerk at least twenty-four (24) hours prior to the Conference to allow time for uploading. Slide presentations will be provided to the Board and the parties prior to the Conference.
5. If a party requests a transcript of the proceedings of the Conference and agrees to pay all related costs in writing, including costs for the transcript, the Clerk will schedule a court reporter for the Conference.

III. Final Review Conference and Decision

1. The order of presentation in the Conference will, subject to the presiding officer's discretion, be as follows:
   - Department staff will provide an overview of the staff decision and the applicable law to include [15 minutes]:
     - Type of decision (permit, enforcement, etc.) and description of the program.
     - Parties
     - Description of facility/site

- Applicable statutes and regulations
- Decision and materials relied upon in the administrative record to support the staff decision.

- Requestor(s) will state the reasons for protesting the staff decision and may provide evidence to support amending, modifying, or rescinding the staff decision. [20 minutes] *NOTE: The burden of proof is on the Requestor(s)*
- Rebuttal by Department staff [20 minutes]
- Rebuttal by applicant, permittee, or licensee, if not the Requestor [5 minutes]
- Rebuttal by Requestor(s) [15 minutes]

  Note: Times noted in brackets are for information only and are superseded by times stated in the Notice of Final Review Conference or by the presiding officer.

2. Parties may present evidence during the conference; however, the rules of evidence do not apply.
3. At any time during the conference, the officers conducting the Conference may request additional information and may question the Requestor, the staff, and anyone else providing information at the Conference.
4. The presiding officer, in his or her sole discretion, may allow additional time for presentations and may impose time limits on the Conference.
5. All Conferences are open to the public.
6. The officers may deliberate in closed session.
7. The officers may announce the decision at the conclusion of the Conference or it may be reserved for consideration.
8. The Clerk will mail the written final agency decision (FAD) to parties within thirty (30) days after the Conference. The written decision must explain the basis for the decision and inform the parties of their right to request a contested case hearing before the Administrative Law Court or in matters pertaining to decisions under the South Carolina Mining Act, to request a hearing before the South Carolina Mining Council. The FAD will be sent to the parties by certified mail, return receipt requested.
9. Communications may also be sent by electronic mail, in addition to the forms stated herein, when electronic mail addresses are provided to the Clerk.

The above information is provided as a courtesy; parties are responsible for complying with all applicable legal requirements.

4. Once the project is initiated, it must be carried to completion in an expeditious manner in order to minimize period of disturbance to the environment.

5. An as-built survey of the dock must be submitted to the Department within 90 days from completion of construction. The survey must be performed by a registered land surveyor, must show all components of the dock, and must list the starting and ending coordinates of the dock walkway in the SC State Plane Coordinate System, which can be obtained by survey-grade Global Positioning System equipment.

6. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the South Carolina Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND FIVE (5). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT, AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE DEPARTMENT MAY CONSIDER APPROPRIATE.

Permit Number: **2023-01056**

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

PERMITTEE(S)
Beaufort County - John Robinson

DATE 10/6/2023

This permit becomes effective when the State official, designated to act for the Office of Ocean and Coastal Resource Management, has signed below.

CRITICAL AREA PERMITTING PROJECT MANAGER
Sarah E. Reed
Or Other Authorized State Official

DATE 10/6/2023

SEE SPECIAL CONDITION(S)

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT

CRITICAL AREA PERMIT & COASTAL ZONE CONSISTENCY CERTIFICATION

Permittee(s): **Beaufort County**

Permit Number(s): **2023-01056**

Date of Issuance: **October 6, 2023**

Expiration Date: **October 6, 2028**

SEE SPECIAL CONDITION(S)

Location: **On and adjacent to Broad Creek at 68 Helmsman Way, Hilton Head Island Beaufort County, South Carolina (TMS#: R552 010 000 0650 0000)**

This permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, et seq., and 23A S.C. Code Ann. Regs. 30-1 through 30-18, *as amended*. **Please carefully read the project description and special conditions that appear on this permit/certification as they will affect the work that is allowed and may modify the work from that shown on the submitted plans. All special conditions attached to the permit will take precedent over submitted plans.** The general conditions are also a part of this permit/certification and should be read in their entirety. The S. C. Contractor's Licensing Act of 1999, enacted as S.C. Code Ann. Section 40-11-5 through 430, requires that all construction with a total cost of $5,000 or more be performed by a licensed contractor with a valid contractor's license for marine class construction, except for construction performed by a private landowner for strictly private purposes. Your signature on and acceptance of this permit denotes your understanding of the stated law regarding use of licensed contractors. **All listed special and general conditions will remain in effect for the life of the permit. This applies to permittee, future property owners, or permit assignees.**

DESCRIPTION OF THE PROJECT, AS AUTHORIZED

The plans submitted by you, attached hereto, show the work consists of the following: modifications to the existing floating dock at the Cross Island Boat Landing. Specifically, the existing 61' x 6' floating dock will be removed and replaced with a 60' x 14' floating dock running perpendicular to the channel and an adjacent waterward 50' x 20' floating dock running parallel to the channel. The new floating docks will use internally guided piles to maintain position in the channel. The purpose of this project is to relocate Beaufort County ferry operations from the current location to the Cross Island Boat Landing. The new floating docks will provide embarkation for ferry passengers as well as temporary boat docking for recreational boaters using the Cross Island Boat Landing.

SPECIAL CONDITIONS

1. Upon completion of construction activities, all undeveloped disturbed areas, including those impacted for access, must be immediately restored to pre-project elevations and stabilized.

2. The discharge of any kind of waste into state waters, including, but not limited to, garbage, refuse, trash or debris, will be prohibited at the dock facility.

3. Adequate litter receptacles must be located near all docks and walkways.

4. Once the project is initiated, it must be carried to completion in an expeditious manner in order to minimize period of disturbance to the environment.

SEE SPECIAL CONDITION(S)

GENERAL CONDITIONS:

This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee:

1. The permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save the Department and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.

2. If the activity authorized herein is not constructed or completed within five years of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.

3. All authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.

4. This permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.

5. This permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.

6. The permittee shall permit the Department or its authorized agents or representatives to make periodic inspections at any time deemed necessary to ensure that the activity being performed is in accordance with the terms and conditions of this permit.

7. Any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by the Department

8. This permit may not be transferred to a third party without prior written notice to the Department, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.

9. If the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

10. The permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.

11. The structure or work authorized herein shall be in accordance with the permit, as issued, and shall be maintained in good condition. Failure to build in accordance with the permit, as issued, or failure to maintain the structure in good condition, shall result in the revocation of this permit.

12. The authorization for activities or structures herein constitutes a revocable license. The Department may require the permittee to modify activities or remove structures authorized herein if it is determined by the Department that such activity or structures violates the public's health, safety, or welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that the Department intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.

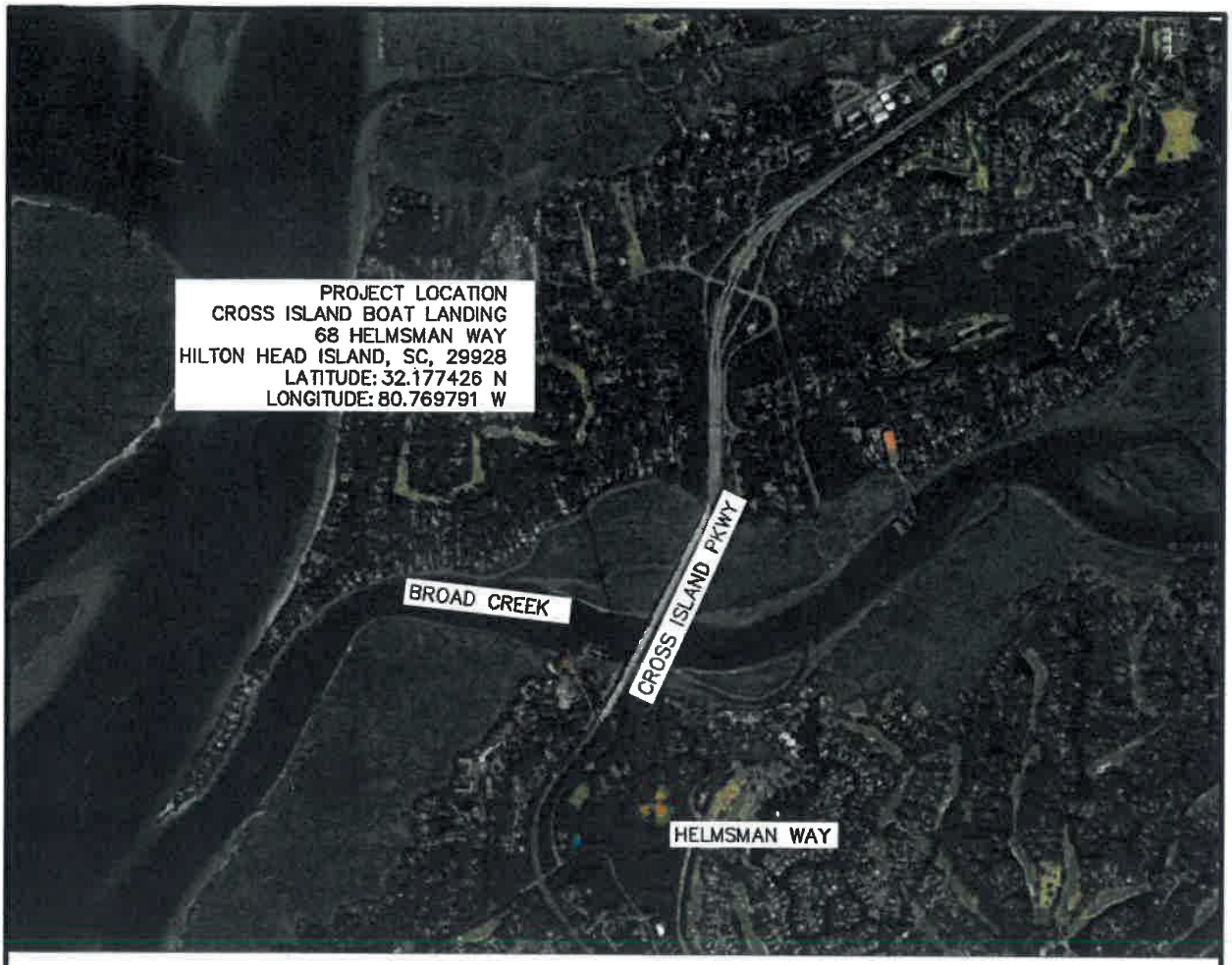
13. The Department shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is in violation of the terms and/or conditions, including any special conditions of the permit. That the permittee, upon receipt of the Department's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to revocation, suspension, or modification of this permit, the Department shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to the Department.(South Carolina Code Section 1-23-370 shall govern the procedure for revocation, suspension or modification herein described).

14. Any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against the Department or the State of South Carolina or any employee, agent, or representative of the Department or the State of South Carolina.

15. All activities authorized herein shall be, if they involve a discharge or deposit into navigable waters or ocean waters, at all times consistent with all applicable water quality standards, effluent limitations, and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.

16. Extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and the Department assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

SEE SPECIAL CONDITION(S)



DIRECTIONS TO SITE FROM CHARLESTON:

- GET ON HWY 17 S FROM BROAD ST AND LOCKWOOD DR
- CONTINUE ON HWY 17 S TO BURTON
- GET ON US-278 E IN OKATIE FROM SC-170 W
- CONTINUE ON US-278 E TO HILTON HEAD ISLAND
- TAKE HELMSMAN WAY TO CROSS ISLAND PUBLIC BOAT LANDING
- DESTINATION WILL BE ON THE RIGHT

SEE SPECIAL CONDITION(S)

SOUTH CAROLINA No. 25057 9/7/23 WILLIAM D. BARNA

PROJECT VICINITY
SCALE: 1" = 1000'

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE SHEET 6

FIGURE 1
LOCATION MAP
1"=1000'
0' 1000' 2000'

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 1 OF 7 **DATE:** 9/7/2023

5 of 11

DIRECTIONS TO SITE FROM CHARLESTON:

- GET ON HWY 17 S FROM BROAD ST AND LOCKWOOD DR
- CONTINUE ON HWY 17 S TO BURTON
- GET ON US-278 E IN OKATIE FROM SC-170 W
- CONTINUE ON US-278 E TO HILTON HEAD ISLAND
- TAKE HELMSMAN WAY TO CROSS ISLAND PUBLIC BOAT LANDING
- DESTINATION WILL BE ON THE RIGHT

SEE SPECIAL CONDITION(S)

SOUTH CAROLINA No. 25057 9/7/23 WILLIAM D. BARNA

PROJECT LOCATION
SCALE: 1" = 500'

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE SHEET 6

FIGURE 2
VICINITY MAP
1"=500'
0' 500' 1000'

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 2 OF 7 **DATE:** 9/7/2023

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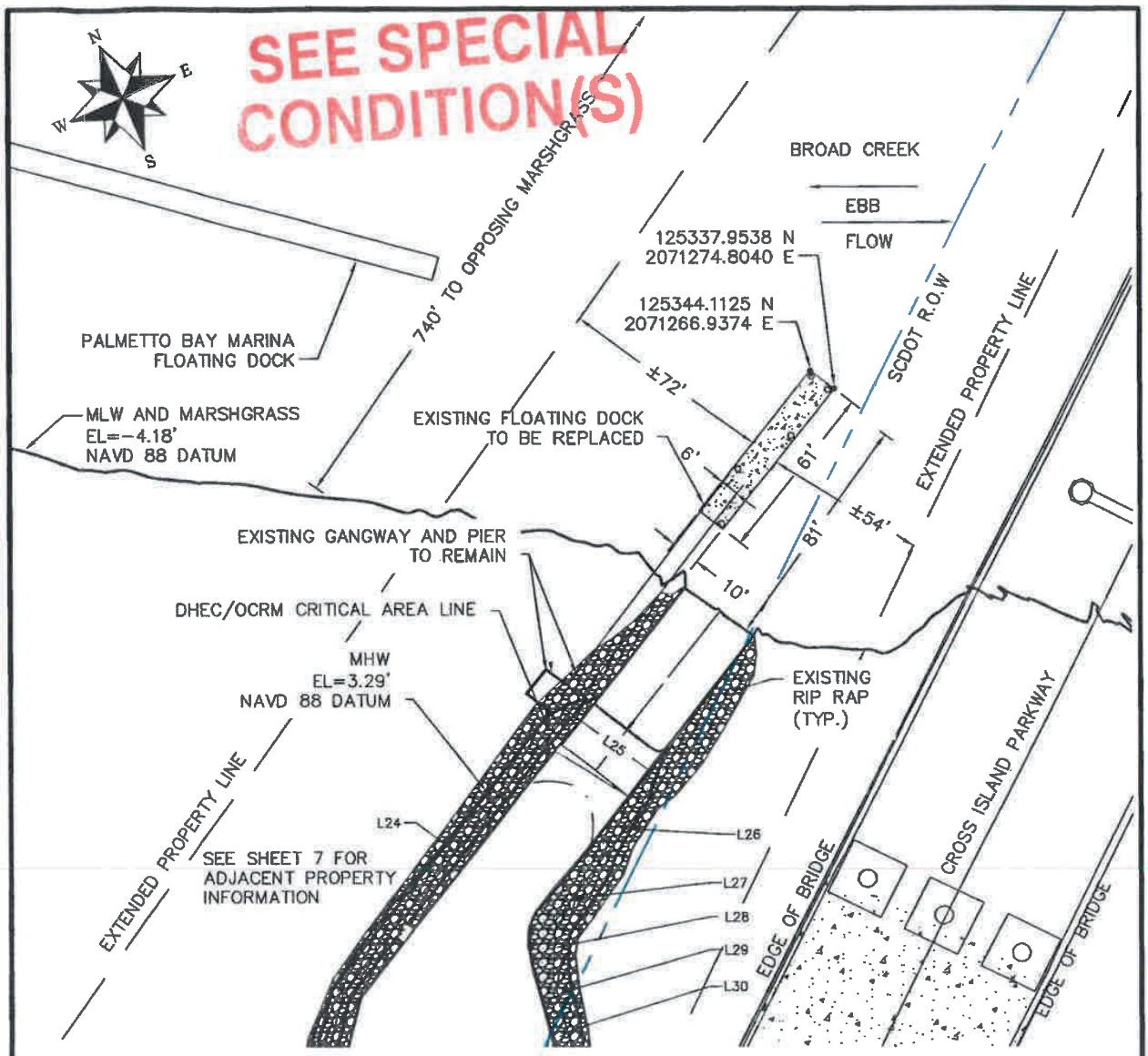


NOTE: THIS DRAWING IS FOR PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR ENGINEERING DESIGN OR DETAIL.

ALL CRITICAL LINE INFORMATION IS OBTAINED FROM A PLAT PERFORMED BY ANDREWS ENGINEERING AND SURVEYING ON 7/14/2023.

EXISTING SITE PLAN

SCALE: 1:50

SOUTH CAROLINA REGISTERED No. 25057 PROFESSIONAL ENGINEER WILLIAM D. BARNA 9/7/23

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE SHEET 6

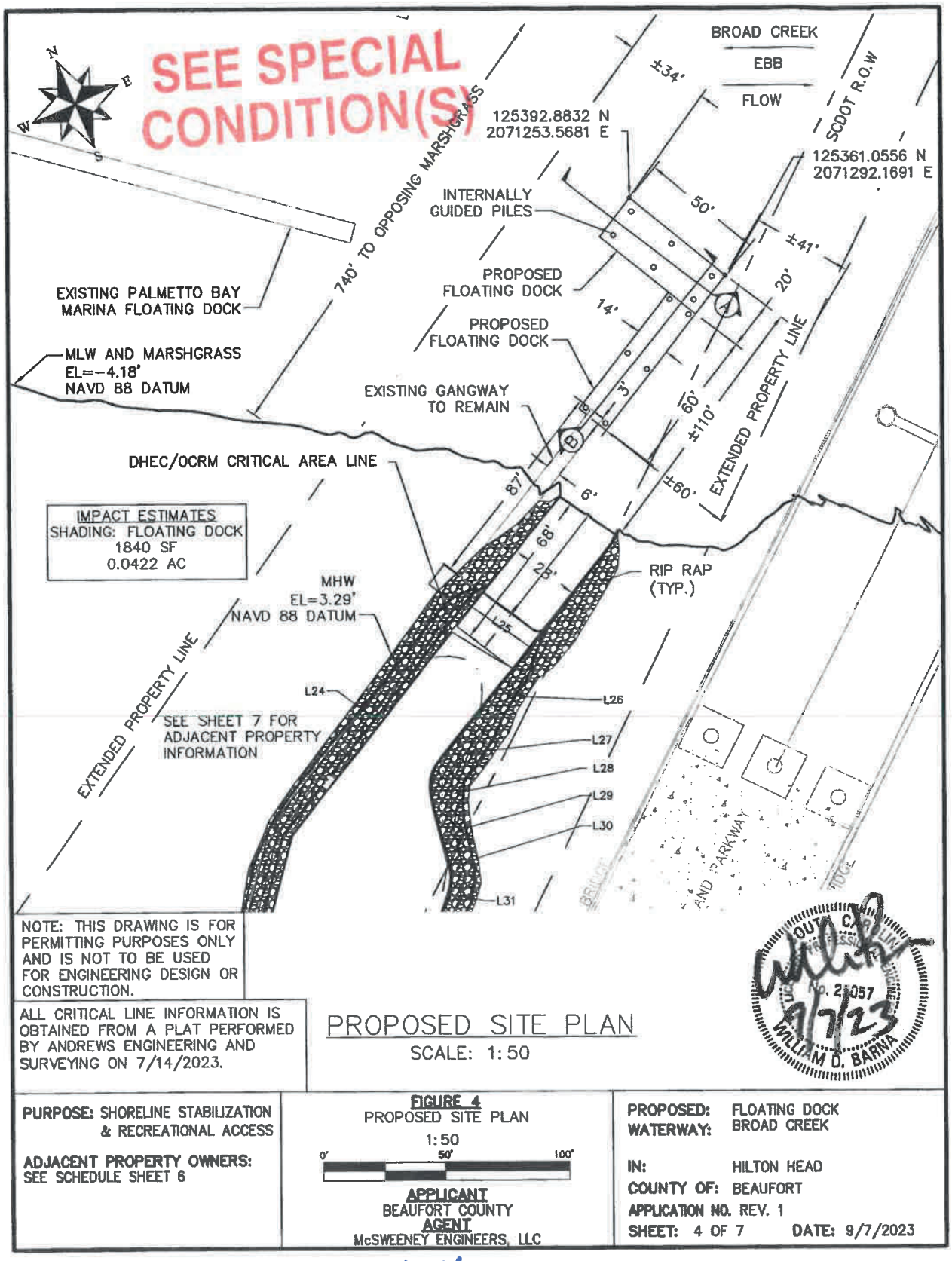
FIGURE 3
EXISTING SITE PLAN
1:50
0' 50' 100'

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 3 OF 7 **DATE:** 9/7/2023

7 of 11


SEE SPECIAL CONDITION(S)
N
E
S
W
BROAD CREEK
EBB
FLOW
±34'
SCDOT R.O.W
125392.8832 N
2071253.5681 E
125361.0556 N
2071292.1691 E
INTERNALLY GUIDED PILES
50'
±41'
740' TO OPPOSING MARSHGRASS
EXISTING PALMETTO BAY MARINA FLOATING DOCK
PROPOSED FLOATING DOCK
20'
14'
PROPOSED FLOATING DOCK
MLW AND MARSHGRASS
EL=-4.18'
NAVD 88 DATUM
EXISTING GANGWAY TO REMAIN
3'
6'
60'
±110'
EXTENDED PROPERTY LINE
DHEC/OCRM CRITICAL AREA LINE
87'
6'
±60'
IMPACT ESTIMATES
SHADING: FLOATING DOCK
1840 SF
0.0422 AC
68'
25'
RIP RAP (TYP.)
MHW
EL=3.29'
NAVD 88 DATUM
L25
L24
L26
L27
L28
L29
L30
L31
EXTENDED PROPERTY LINE
SEE SHEET 7 FOR ADJACENT PROPERTY INFORMATION
AND PARKWAY
BRIDGE
NOTE: THIS DRAWING IS FOR PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR ENGINEERING DESIGN OR CONSTRUCTION.
ALL CRITICAL LINE INFORMATION IS OBTAINED FROM A PLAT PERFORMED BY ANDREWS ENGINEERING AND SURVEYING ON 7/14/2023.
PROPOSED SITE PLAN
SCALE: 1:50
No. 21057
9/7/23
WILLIAM D. BARNA
PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS
ADJACENT PROPERTY OWNERS: SEE SCHEDULE SHEET 6
FIGURE 4
PROPOSED SITE PLAN
1:50
0'
50'
100'
APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC
PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK
IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 4 OF 7
DATE: 9/7/2023

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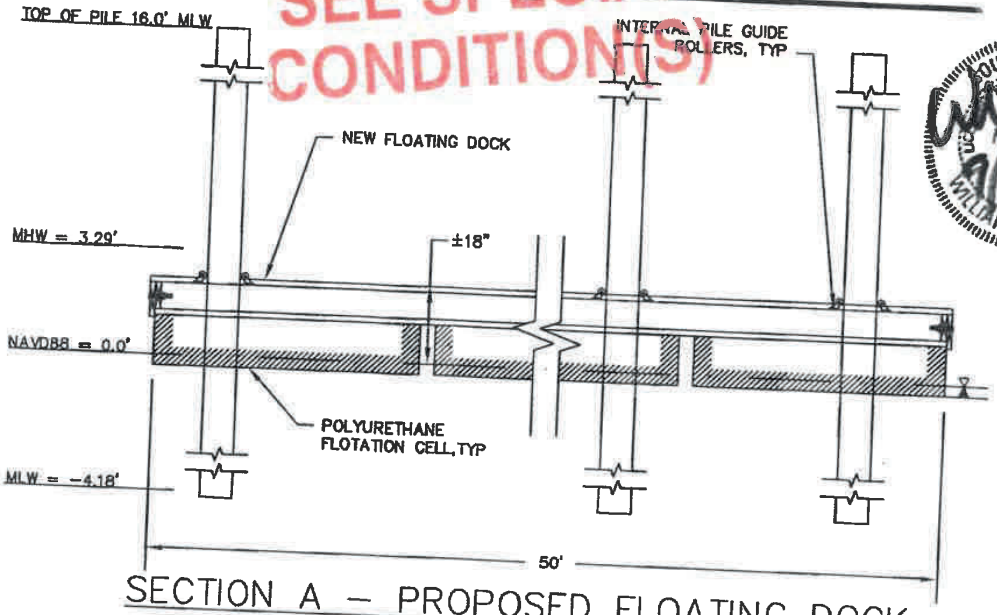
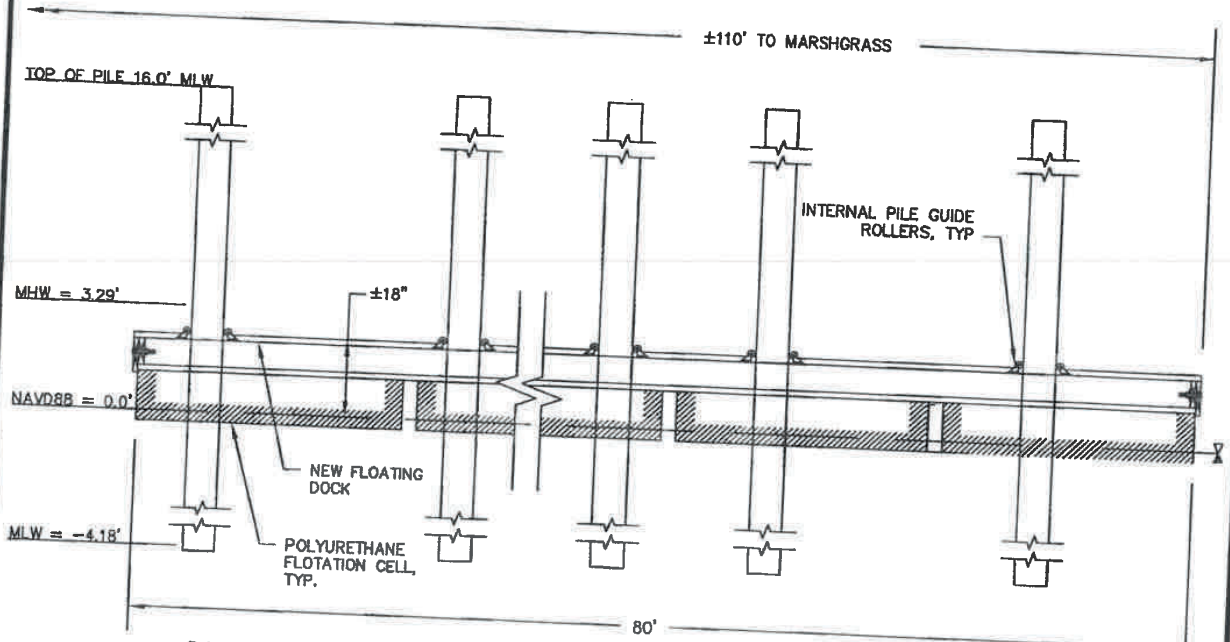
SEE SPECIAL CONDITION(S)



SECTION A – PROPOSED FLOATING DOCK

SCALE: 1:5



SECTION B – PROPOSED FLOATING DOCK

SCALE: 1:5

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE SHEET 6

FIGURE 5
TYPICAL DOCK SECTIONS
1:5
0' 5' 10'

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 5 OF 7 **DATE:** 9/7/2023

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ADJACENT PROPERTY TMS:	OWNER:	ADDRESS:
1. R552 010 000 314E 0000	BRIGHTON BAY ASSOCIATES LP SUITE	200 BLDG 20 1827 POWER FERRY RD ATLANTA, GA 30309
2. R552 010 000 0649 0000	SC DEPARTMENT OF TRANSPORTATION	3100 DEVINE ST, COLUMBIA, SC, 29205
3. R552 010 000 0309 0000	TOWN OF HILTON HEAD	ONE TOWN CENTER CT, HILTON HEAD ISLAND, SC, 29928
4. R552 010 000 273A 0000	BRIGHTON BAY ASSOCIATES LP	2 CORPUS CHRISTI STE 302, HILTON HEAD, ISLAND, SC, 29928
5. R552 010 000 314C 0000	PALMETTO BAY MARINA LLC	2 PARK LN SUITE 301, HILTON HEAD ISLAND, SC, 29928

SEE SPECIAL CONDITION(S)

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L13	N66°18'54"E	12.69'	L29	S13°09'23"E	12.61'
L14	N48°14'22"E	27.56'	L30	S13°09'23"E	13.77'
L15	N21°20'35"E	13.62'	L31	S19°36'30"W	14.53'
L16	N29°21'49"W	9.28'	L32	S27°14'11"W	67.45'
L17	N10°21'26"E	17.00'	L33	S40°26'27"E	15.51'
L18	N33°25'45"E	8.79'	L34	S84°10'17"E	19.98'
L19	S83°15'57"E	8.44'	L35	S00°36'26"W	16.83'
L20	N81°17'32"E	19.86'	L36	S23°26'07"W	24.40'
L21	N59°36'02"E	11.32'	L37	S38°33'31"W	16.99'
L22	N89°11'26"E	14.61'	L38	S34°02'42"E	9.80'
L23	N14°28'52"E	81.13'	L39	N81°38'28"E	8.02'
L24	N38°27'07"E	122.15'	L40	N25°46'23"E	47.56'
L25	S53°48'02"E	39.52'	L41	S77°50'22"E	22.41'
L26	S37°49'43"W	41.73'	L42	S71°11'36"E	39.32'
L27	S35°38'11"W	18.03'	L43	S79°53'44"E	32.31'
L28	S02°51'17"W	18.84'	L44	S71°15'26"E	46.55'
			L45	S71°15'26"E	10.96'

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 25057 9/7/23 WILLIAM D. BARNA

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS

ADJACENT PROPERTY OWNERS: SEE SCHEDULE THIS SHEET

FIGURE 6
ADJACENT PROPERTY OWNERS AND LINE TABLE

APPLICANT
BEAUFORT COUNTY
AGENT
McSWEENEY ENGINEERS, LLC

PROPOSED: FLOATING DOCK
WATERWAY: BROAD CREEK

IN: HILTON HEAD
COUNTY OF: BEAUFORT
APPLICATION NO. REV. 1
SHEET: 6 OF 7 **DATE:** 9/7/2023

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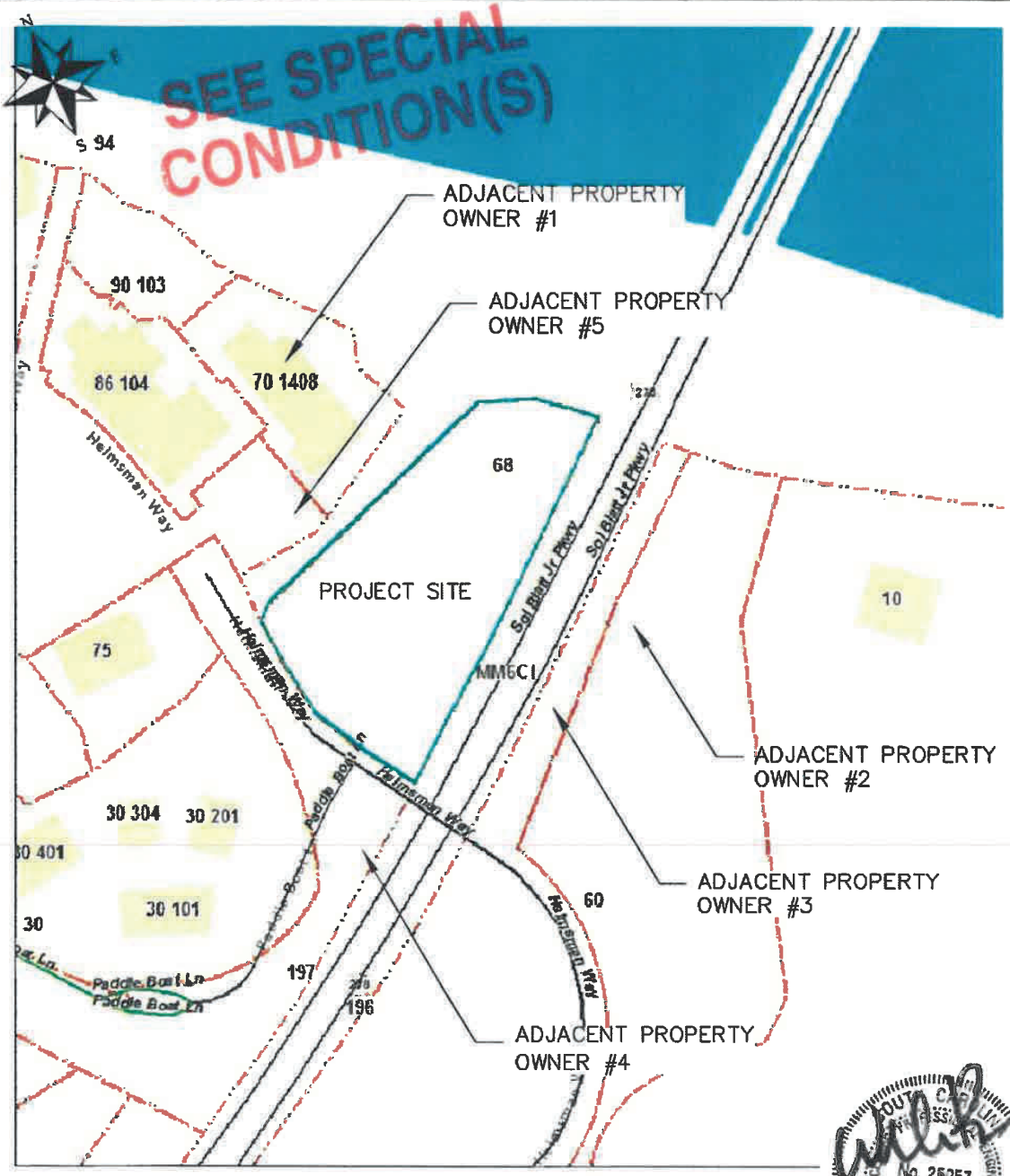

ADJACENT PROPERTY OWNERS MAP

SCALE: NTS

PURPOSE: SHORELINE STABILIZATION & RECREATIONAL ACCESS **ADJACENT PROPERTY OWNERS:** SEE SCHEDULE SHEET 6	**FIGURE 7** ADJACENT PROPERTY OWNERS MAP SCALE: NTS **APPLICANT** BEAUFORT COUNTY **AGENT** McSWEENEY ENGINEERS, LLC	**PROPOSED:** FLOATING DOCK **WATERWAY:** BROAD CREEK **IN:** HILTON HEAD **COUNTY OF:** BEAUFORT **APPLICATION NO.** REV. 1 **SHEET:** 7 OF 7 **DATE:** 9/7/2023

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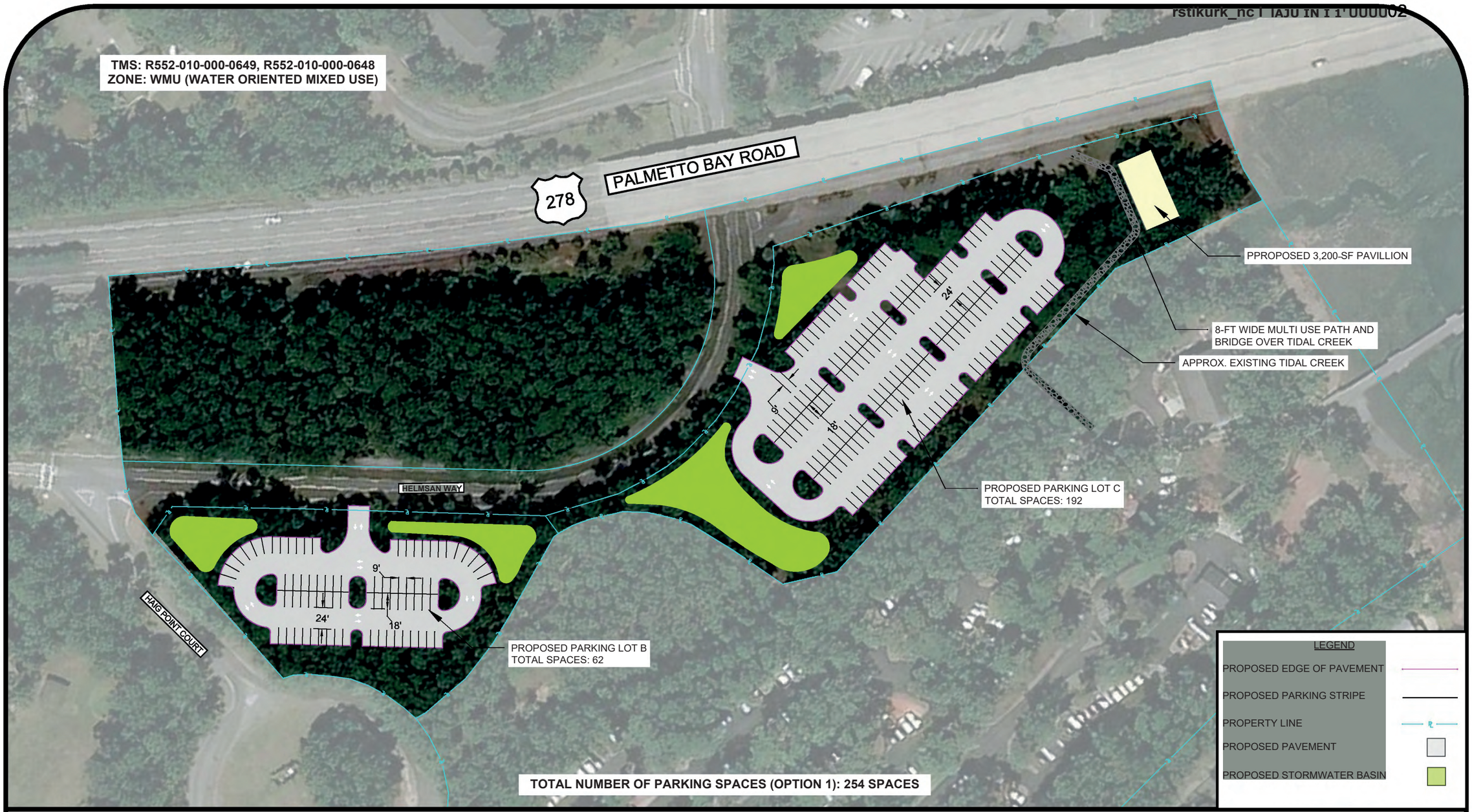
BEAUFORT COUNTY 000001
EXHIBIT
104



500 250 0 SCO 1500

(IN FEET)

Project No.: 21224-0007
October 28, 2021

Conceptual Site Plan (Option 1)
± 7.7-Acre Parking Improvements at the Haig Point Embarkation in the Town of Hilton Head Island Beaufort County, South Carolina

PRELIMINARY

ALLIANCE
CONSULTING ENGINEERS

Prepared by Alliance Consulting Engineers, Inc.

Helmsman Way parcels for Parking/D

BEAUFORT COUNTY 000003

10/5/2022, 8:17:24 AM

1:2,257

0 0.025 0.05 0.1 mi

0 0.04 0.08 0.16 km

Road Classifications

- STATE, PAVED
- COUNTY, PAVED
- PRIVATE, PAVED
- MUNICIPAL, PAVED

LiveParcels

Red: Band _1

Green: Band_2

Blue: Band_3

ArcGIS Web AppBul

Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA I

COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING DEPARTMENT
2266 Boundary Street, Beaufort, South Carolina 29902
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420
Website: www.beaufortcountysc.gov

October 14, 2022

John Gray
Andrews Engineering & Surveying
2712 Bull Street - Suite A
Beaufort, SC 29902

RE: **Notice to Proceed — Professional Services Agreement for Survey Services for Helmsman Way Ferry Landing Project — "Haig Point-WEST"**

Mr. Gray,

Please consider this letter your official notice to proceed for the above referenced project. Enclosed is the executed contract dated October 14, 2022.

A purchase order will be provided to you for invoicing towards this project. Please submit all invoices to Brittanee Fields, Transportation Projects Queen, at brittanee.fields@bcgov.net .

If there are any questions regarding this, please let us know. I will be your point of contact for this project. You may reach me at (843) 255-2691 or Frederick.Bauer@bcgov.net .

Sincerely,

Bryan Bauer, PE
INSERT TITLE HERE

Andrews Engineering

October 10, 2022

Bryan Bauer, PE
frederick.bauer@bcgov.net

Re: Z22127 Haig Point-East

Dear Bryan:

Andrews Engineering Co., Inc. ("AEC" or the "Consultant") is pleased to submit this proposal (the "Agreement") to Beaufort County (the "Client") to provide the surveying services as described above.

SURVEYING

1. Surveying Services
   a. Prepare Tree, Topographic & Asbuilt Survey of the area designated as R552 010 000 0648 0000 and R552 010 000 0649 0000, with additional requested areas. The project area is approximately 8 acre.
   b. The survey will include the boundary, existing conditions, trees over 8" diameter, topographic contour lines (NAVD 88 Datum), on site benchmarks set, on site utilities as found and those marked by "811 locates", FEMA/FIRM flood zone data, buildings, storm/sewer with inverts, DHEC/OCRM Critical Area Lines and all physical features within the project limits.
   c. Deliverables will be: printed 24"x36" plat, pdf file, CAD/dwg. File
   d. The surveying fee for this project is $15,445.00.

GENERAL

1. Filing and Permit Fees
   a. The Client shall pay all filing and permit fees.
   b. The Client shall pay all capacity and impact fees.

2. Printing and Reproduction
   c. All sets of plans for permitting, bidding, construction, etc., will be paid for by the Client at a rate of $3.00 per 24" x 36" drawing.
   d. **All** special reproduction expenses, shipping expenses, etc., will be paid for by the Client at a rate of cost x 1.15.

3. Additional Services
   e. Additional services are those services not defined within this proposal.
   f. The Client is responsible for payment for all services rendered, including agreed upon services not specifically defined within this proposal.
   g. Additional services will be billed at the Consultant's standard billing rates, unless otherwise agreed upon in writing by the Client and Consultant.
   h. Any services requiring outside consultants that are paid by Andrews Engineering, Inc., will be billed to the Client at a rate of cost x 1.15.
   e. All special reproduction expenses, shipping expenses, etc., will be paid for by the Client at a rate of cost x 1.15.

4. Standard Billing Rates

Principal	$165.00/hr.
Project Manager	$138.00/hr.
Engineer	$ 95.00/hr.
Engineer Technician	$ 85.00/hr.
Admin	$ 70.00/hr.
Field Inspector	$ 113.00/hr.
Professional Land Surveyor	$120.00/hr.
Party Chief	$ 85.00/hr.
GPS Survey Crew	$126.00/hr.
2-Man Survey Crew	$143.00/hr.
Survey Tech	$ 85.00/hr.

5. Terms

a. Invoices will be mailed to the address provided by the Client for services performed and expenses incurred. Payment of each invoice is due within 30 days of transmittal. Interest will be added to accounts not paid within 30 days at a monthly rate of 1.5%.

b. The Client must notify the Consultant in writing of any invoice the Client wishes to dispute or to request additional billing information. The Client shall have 25 days from the transmittal date of the invoice to make such notification. After 25 days the Client accepts the invoice as accurate and complete.

c. If the Client fails to make any payment due the Consultant, under this or any other agreement within 45 days of the Consultant's transmittal of its invoice, the Consultant may suspend services until all amounts due are paid in full. Any and all repercussions stemming from the suspended services shall be the sole responsibility of the Client.

d. A collection agency or legal counsel may be retained to assist in the collection of unpaid invoices. Any charges incurred by the Consultant by these agencies or entities will be added to the outstanding balance owed the Consultant.

e. If either party is required to move to enforce this agreement, the parties agree that the moving party shall be entitled to fees and expenses.

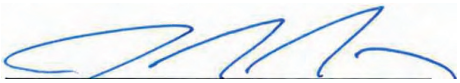
f. The Client agrees that the payment to the Consultant is not subject to any contingency or condition including, but not limited to, the sale or acquisition of real property, financing, regulatory approval or permitting, the work of other professionals, or economic conditions.

Thank you for the opportunity to provide the surveying services as detailed above. Please return an executed copy of this agreement to our office if it meets your approval. This signed agreement will serve as our authorization to proceed with this project.

Sincerely,

John H. Gray, PLS

I accept this proposal as a contract and agree to the terms.



AArews Engineering Representat

10/10/2022
Date

Bryan Bauer

Date

Official Consultant Contact Information:

Address: 2712 Bull Street, Suite A
Beaufort, SC 29902

Telephone Number: 843.379.2222

Fax Number: 843.379.2223

Name of Authorized Representative: John **H.** Gray, PLS
Survey Department Manager

Official Client Contact Information:

Address: _____

_____

Telephone Number: _____

Fax Number: _____

Names of Authorized Representatives: _____

_____

From: Amundson, Hank
To: Ward, Brittany
Subject: FW: Haig Point parcel being surveyed by others, as well
Sensitivity: Normal

SEE BELOW. FYI I told our guys to proceed.
Another Survey Crew in Helmsman. I think they are working for Wood & Partners, who told me they were engaged by Broad Creek Development (current owners) to plan the site.

Hank Amundson
Special Projects Director
www.beaufortcountysc.gov
Henry.Amundson@bcgov.net

From: Bauer, Bryan <frederick.bauer@bcgov.net>
Sent: Thursday, December 29, 2022 4:01 PM
To: Amundson, Hank <henry.amundson@bcgov.net>
Subject: FW: Haig Point parcel being surveyed by others, as well

---

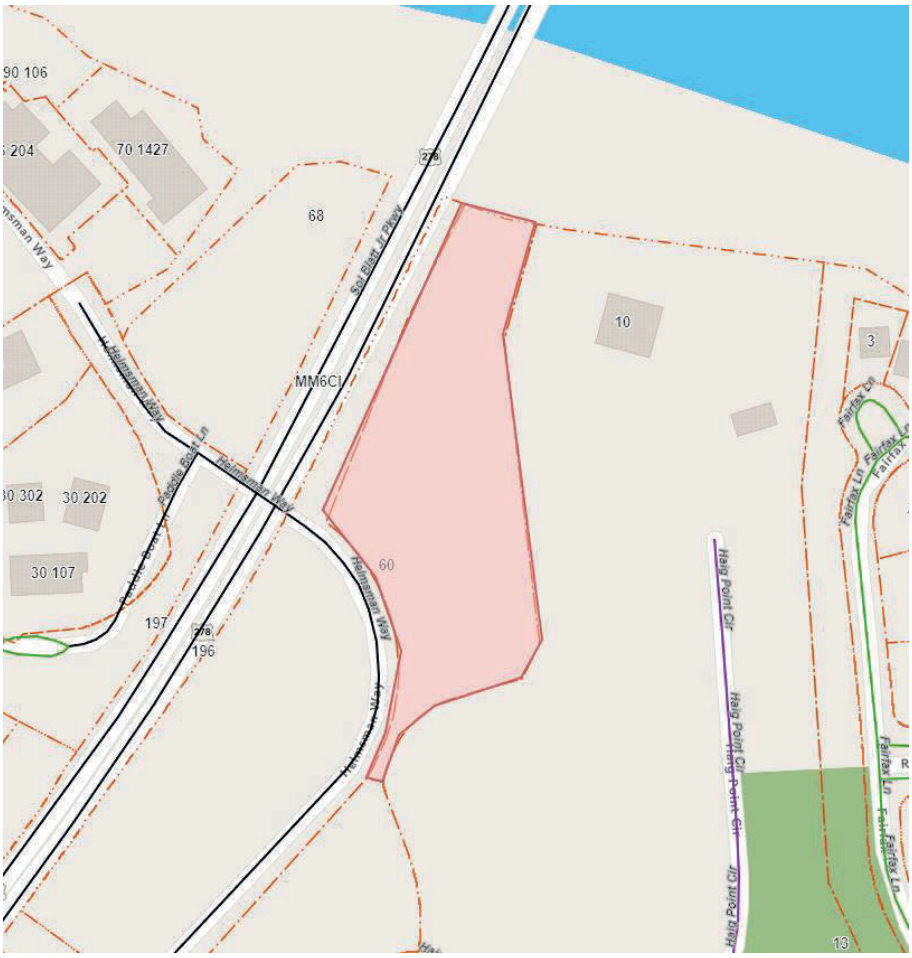
From: John Gray <john@andrews-sc.com>
Sent: Thursday, December 29, 2022 3:55 PM
To: Bauer, Bryan <frederick.bauer@bcgov.net>
Cc: steve@andrews-sc.com
Subject: Haig Point parcel being surveyed by others, as well

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Good afternoon Bryan,

Steve asked that I pass this along to you…. On Wednesday, 12/28, our field crew ran into Surveying Consultants' crew who was also instructed to survey (Tree & Topo) parcel R552 010 000 0649 0000 (highlighted below).
According to Butch with Surveying Consultants, an architect requested they do the survey.

EXHIBIT
105



Please feel free to call me with any questions.

Regards,

ELECTRONICALLY FILED - 2023 Oct 06 6:04 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0701978

Date: Thu, 28 Jul 2022 7:13:11 PM (UTC)
Sent: Thu, 28 Jul 2022 7:13:10 PM (UTC)
Subject: RE: Commercial dock - Hilton Head Island
From: Wilhelm, David <dwilhelm@bcgov.net>
To: Amundson, Hank <henry.amundson@bcgov.net>;

Yes sir. In my initial conversation with her she did not see a problem expanding/extending our current dock. I'll confirm next week.

Dave

From: Amundson, Hank <henry.amundson@bcgov.net>
Sent: Thursday, July 28, 2022 3:08 PM
To: Wilhelm, David <dwilhelm@bcgov.net>
Subject: RE: Commercial dock - Hilton Head Island

Please make sure she speaks to both a new dock and our ability to improve/adjust/expand the current dock we maintain into a ferry dock.

HANK AMUNDSON
Special Projects Director
www.beaufortcountysc.gov
Henry.Amundson@bcgov.net

From: Wilhelm, David <dwilhelm@bcgov.net>
Sent: Thursday, July 28, 2022 3:06 PM
To: Amundson, Hank <henry.amundson@bcgov.net>
Subject: RE: Commercial dock - Hilton Head Island

Hank. I spoke with Sarah today. Her concern is the narrow marsh frontage. We need a minimum of 50' of marsh frontage (the parcel has over 100' of marsh frontage). In addition, we need to be able to build the dock in such a way that the dock is not into the adjacent extended property line (I think this is possible). She is also concerned about how close we would be to the bridge piles. Sarah said she would look at the drawings in more detail and get back to me next week with her opinion.

Dave

From: Amundson, Hank <henry.amundson@bcgov.net>
Sent: Thursday, July 28, 2022 9:56 AM
To: Wilhelm, David <dwilhelm@bcgov.net>
Subject: RE: Commercial dock - Hilton Head Island

So, to double cover this, did you reach out to Sarah? Or do I? Or both?

HANK AMUNDSON
Special Projects Director
www.beaufortcountysc.gov
Henry.Amundson@bcgov.net

EXHIBIT
106

From: Wilhelm, David <dwilhelm@bcgov.net>
Sent: Wednesday, July 27, 2022 4:01 PM
To: Amundson, Hank <henry.amundson@bcgov.net>

Subject: FW: Commercial dock - Hilton Head Island

From: Pinckney, Alex N. <pincknan@dhec.sc.gov>
Sent: Tuesday, July 26, 2022 2:22 PM
To: Wilhelm, David <dwilhelm@bcgov.net>
Subject: Re: Commercial dock - Hilton Head Island

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Good afternoon David,

I forwarded your question on to a co-worker that handles commercial dock requests a while back. I'm assuming she got busy and forgot to reach out to you.

Please reach out to Sarah Reed - her email is reeds2@dhec.sc.gov and her phone number is 843-953-0200.

Kind regards,

Alex Pinckney

Critical Area Project Manager

Office of Ocean and Coastal Resource Management
S.C. Dept. of Health & Environmental Control

104 Parker Dr. Beaufort, SC 29906

Direct Line: (843) 473-6079

Office Main: (843) 846-1030

Connect: www.scdhec.gov Facebook Twitter

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From: Wilhelm, David <dwilhelm@bcgov.net>
Sent: Tuesday, July 19, 2022 3:10 PM
To: Pinckney, Alex N. <pincknan@dhec.sc.gov>
Subject: Re: Commercial dock - Hilton Head Island

***** Caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. *****

Hi Alex. Hope all's well. I am just checking on the status of this request for your opinion. Let me know if you're thoughts on the feasibility of constructing a commercial dock at this site.

Thanks
Dave

Sent from my iPhone

> On Jun 20, 2022, at 9:26 AM, Wilhelm, David <dwilhelm@bcgov.net> wrote:
>
> Thank you Alex. I appreciate your help. Let me know if there's any additional information you need from me.
>
> Dave
>
> **DAVID M. WILHELM, P.E.**
> Deputy Director Public Works
> 120 Shanklin Road
> Beaufort, SC 29906
> 843-255-2733 | Office
> 843-986-4301 | Mobile
> www.beaufortcountysc.gov
> dwilhelm@bcgov.net
>
> ---
>
> **From:** Pinckney, Alex N. <pincknan@dhec.sc.gov>
> **Sent:** Monday, June 20, 2022 8:49 AM
> **To:** Wilhelm, David <dwilhelm@bcgov.net>
> **Subject:** Re: Commercial dock - Hilton Head Island
>
> [EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive

information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Hi David,

Allow me some time to review this with my Team Lead. I'll see what information I can gather about the proposed commercial docks.

Alex Pinckney

Critical Area Project Manager

Office of Ocean and Coastal Resource Management
S.C. Dept. of Health & Environmental Control

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From: Wilhelm, David <dwilhelm@bcgov.net>
Sent: Tuesday, June 14, 2022 8:49 AM
To: Pinckney, Alex N. <pincknan@dhec.sc.gov>
Subject: RE: Commercial dock - Hilton Head Island

***** Caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. *****

Good morning Alex. Thanks for getting back to me. All I'm looking for at this time is an idea of whether or not a dock would be allowed at this location. If we decide to move forward we will certainly retain a consultant and follow the required permitting guidelines. We just don't want to go through the process and pay a consultant to do the design only to find out a dock cannot be constructed because of some obvious fatal flaw. I am not asking for a review at this

time, only your preliminary opinion and feedback on what concerns we should be aware of at this site.

The attached map shows the location of the proposed dock. It will be located next to the existing Haig Point Ferry dock at 10 Haig Point Circle. We are looking at two possible locations. The first is building the new dock off a privately owned parcel. The second location for the new dock would require closing the existing Cross Island boat landing. My major concern is building a new dock in close proximity to an existing dock. The private Haig Point ferry uses the Haig Point dock, with ferries arriving and departing every hour. To the west is the existing privately owned Palmetto Bay Marina.

I completely understand if you cannot give a opinion until a formal permit has been submitted. I am hoping you can give me some feedback and thoughts on this concept to help us decide if we want to move forward at this site.

Thanks very much for your time.

Have a great day!
Dave

DAVID M. WILHELM, P.E.
Deputy Director Public Works
120 Shanklin Road
Beaufort, SC 29906
843-255-2733 | Office
843-986-4301 | Mobile
www.beaufortcountysc.gov
dwilhelm@bcgov.net

From: Pinckney, Alex N. <pincknan@dhec.sc.gov>
Sent: Thursday, June 9, 2022 4:54 PM
To: Wilhelm, David <dwilhelm@bcgov.net>
Subject: Re: Commercial dock - Hilton Head Island

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Hi David,

My schedule is pretty full. Before we schedule an onsite meeting, could you please provide the address for the proposed dock? Additionally, typically site visit aren't done before an application is submitted unless there are particular questions needed to be addressed beforehand.

Are there any specific questions or information you are seeking before applying?

Best regards,

Alex Pinckney

Critical Area Project Manager

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From: Wilhelm, David <dwilhelm@bcgov.net>
Sent: Tuesday, June 7, 2022 2:59 PM
To: Pinckney, Alex N. <pincknan@dhec.sc.gov>
Subject: Commercial dock - Hilton Head Island

***** Caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. *****

Good afternoon Alex. Beaufort County is evaluating the possibility of acquiring land on Hilton Head Island with frontage on Broad Creek for the purposes of constructing a commercial dock. The proposed site is immediately east of the Palmetto Bay marina.

I would like to schedule a meeting with you at your convenience to discuss our plan and get your thoughts. Please let me know when you might have a few minutes available.

Best Regards,
Dave

DAVID M. WILHELM, P.E.
Deputy Director Public Works
120 Shanklin Road
Beaufort, SC 29906
843-255-2733 | Office
843-986-4301 | Mobile

www.beaufortcountysc.gov
dwilhelm@bcgov.net

Date: Tue, 14 Jun 2022 12:48:00 PM (UTC)
Sent: Tue, 14 Jun 2022 12:49:03 PM (UTC)
Subject: RE: Commercial dock - Hilton Head Island
From: Wilhelm, David
To: Pinckney, Alex N. <pincknan@dhec.sc.gov >;
Attachments: Helmsman Way ferry dock.pdf

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From: Pinckney, Alex N. <pincknan@dhec.sc.gov >
Sent: Thursday, June 9, 2022 4:54 PM
To: Wilhelm, David <dwilhelm@bcgov.net >
Subject: Re: Commercial dock - Hilton Head Island

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Alex Pinckney

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Sent: Tuesday, June 7, 2022 2:59 PM
To: Pinckney, Alex N. <pincknan@dhec.sc.gov>
Subject: Commercial dock - Hilton Head Island

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Best Regards,
Dave

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BEAUFORT COUNTY 013439
2
1
Haig Point dock
68
10