RECEIVED
Aug 28 2020
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

The Honorable S. Phillip Lenski, Administrative Law Judge

Appellate Case No. 2019-001282

Case No. l7-ALJ-07-0085-CC

Richard J. Hook and Phillip Patterson…….....Respondents,

vs.

South Carolina Department of Health and Environmental Control.....Appellant.

RECORD ON APPEAL

VOLUME 2 OF 2

Bradley D. Churdar, Esquire
S.C. Dept. of Health and Environmental Control
1362 McMillan Ave., Ste. 400
North Charleston, SC 29405
churdabd@dhec.sc.gov

Mary D. Shahid, Esquire
Angelica M. Colwell, Esquire
Nexsen Pruet, LLC
Post Office Box 486
Charleston, SC 29402
mshahid@nexsenpruet.com
acolwell@nexsenpruet.com

Phillip Brent Patterson
627 Parrot Point Drive
Charleston, SC 29412
27brent@gmail.com

INDEX

VOLUME 1

ORDERS:

Final Order and Decision dated November 13, 2003 1

Final Administrative Order dated May 28, 2004 19

Consent Order of Dismissal dated February 9, 2005 21

Order Granting Petitioner's Motion to Enforce Consent Order and Denying DHEC's Rule 60(b)(5) Motion dated May 3, 2019 30

Order Granting Respondent Stevens Towing Company's Motion to Lift Stay dated June 7, 2019.....51

Amended Order Granting Petitioner's Motion to Enforce Consent Order and Denying DHEC's 60(b)(5) Motion dated July 2, 2019.....62

PLEADINGS:

Agency Transmittal Form dated January 10, 2005 85

Request for Contested Case Hearing dated March 30, 2017 88

Respondent Patterson's Prehearing Statement dated June 6, 2017.....113

Petitioner's Prehearing Statement dated June 23, 2017.....117

Petitioner's Amended Prehearing Statement dated October 17, 2017.....120

Petitioner's Motion to Enforce Consent Order dated October 19, 2017.....161

Hook's Affidavit in Support of Motion to Enforce Consent Order dated October 19, 2017 188

Respondent Patterson's Return to Petitioner's Motion to Enforce Consent Order Dated November 10, 2017 192

DHEC's Return to Petitioner's Motion to Enforce Consent Order and Rule 60(b)(5) Motion dated November 13, 2017 239

Petitioner's Reply to Returns to Motion to Enforce Consent Order Dated November 17, 2017 311

DHEC's Rule 19(A) Motion dated November 30, 2017 344

Petitioner's Supplemental Information in Response to DHEC's Rule 60(b)(5) Motion dated December 18, 2017....347

DHEC's Supplemental Brief dated September 27, 2018....389

Respondent Patterson's Supplemental Brief dated September 28, 2018....393

Petitioner's Response to Court's Request for Information Regarding Petitioner's Attorney's Fees dated September 28, 2018 400

Respondent Patterson's Motion to Alter or Amend Judgment Under Rule 59(e) dated May 23, 2019....405

DHEC's Motion to Reconsider with exhibits dated May 28, 2019 408

DHEC's Return to Patterson's Motion to Reconsider and Supplement to Department's Motion to Reconsider dated June 3, 2019....436

Petitioner's Return to DHEC's Motion to Reconsider dated June 7, 2019 440

DHEC's Notice of Appeal dated July 31, 2019....449

VOLUME 2

TRANSCRIPTS:

Transcript from December 6, 2017 Hearing....452

OTHER MATERIALS:

Dock Master Plan General Permit for Belle Terre dated January 21, 2003 534

Permit Amendment Request dated August 13, 2004....561

Denial Letter from Curtis Joyner dated December 13, 2004....563

First Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Terre dated January 25, 2005 565

Patterson Amendment dated October 3, 2014 568

Patterson Placard dated October 30, 2014 573

Inspection Report Form (Compliance Memo) dated January 5, 2015 574

As-built Surveys of the Lot 9 dock dated December 11, 2014 575

Cover Letter from Mary Shahid for Motion to Enforce Consent Order dated October 20, 2017 577

Email from DHEC to ALC (Edye Moran) dated November 14, 2017 578

Deed of Jessica Patterson to Jessica Patterson and Phillip Patterson as Joint Tenants With Rights of Survivorship dated July 25, 2012 580

Deed of Wesley Patterson to Wemika Investments dated September 8, 2011 590

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT
Docket No. 17-ALJ-07-0085-CC

Richard J. Hook,	)
	)
Petitioner,	)
	)
v.	)
	)
The South Carolina Department of Health and Environmental Control, and Phillip Patterson,	)
	)
Respondents,	)
	)
In Re: Ford Development Corp. v. SC DHEC Docket No. 05-ALJ-07-0031-CC	)

ADMINISTRATIVE HEARING

****

Wednesday, December 6, 2017
10:10 a.m. - 12:56 p.m.

COPY

The administrative hearing before the Honorable Sebastien Phillip Lenski was taken at the Edgar A. Brown Building, 1205 Pendleton Street, Suite 224, Columbia, South Carolina, on the 6th day of December 2017, before Cortney N. Glover, Court Reporter and Notary Public in and for the State of South Carolina.

APPEARANCES

Mary D. Shahid, Esquire
Nexsen Pruet
Post Office Box 486
Charleston, South Carolina 29402
Attorney for Richard J. Hook

Bradley D. Churdar, Esquire
Attorney at Law
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29405
Attorney for South Carolina Department of Health and Environmental Control

Christopher McG. Holmes, Esquire
Attorney at Law
222 West Colman Boulevard
Mount Pleasant, South Carolina 29464
Attorney for Phillip Patterson

Also Present:
Angelica M. Colwell, Esquire
Richard C. Hook
Kristen Hook
Phillip Patterson

INDEX

	PAGE
CALL TO ORDER:	
The Court	4
PETITIONER'S POSITION:	
Ms. Shahid	9
RESPONDENT'S POSITION:	
Mr. Churdar	39
Mr. Holmes	57
PETITIONER'S REBUTTAL RESPONSE:	
Ms. Shahid	72
Certificate	82

EXHIBITS

(There were no exhibits marked during this hearing.)

STIPULATIONS

It is stipulated and agreed that this hearing is being taken pursuant to the rules of the Administrative Law Court and the South Carolina Rules of Civil Procedure.

CALL TO ORDER:

THE COURT: Good morning, everyone. I am Phil Lenski, the administrative law judge assigned to this matter, and this is the Richard Hook, petitioner, versus South Carolina Department of Health and Environmental Control and Phillip Patterson, respondents, Docket Number 17-ALJ-07-0085-CC. It is the 6th of December. We are here on a -- I think this is just a motions hearing today, we've decided. On behalf of the petitioner, we have Ms. Shahid. How are you doing?

MS. SHAHID: I'm doing well, your Honor.

THE COURT: Good to see you.

MS. SHAHID: This is my partner Lica Colwell ---

THE COURT: All right.

MS. SHAHID: --- who works with me.

MS. COLWELL: Good morning.

THE COURT: Ms. Colwell, how are you?

MS. COLWELL: Good. Thanks.

THE COURT: And on behalf of the Department, we have Mr. Churdar.

How are you doing, sir?

MR. CHURDAR: I'm good, your Honor. How are you?

THE COURT: Good. Thank you.

And for Mr. Patterson, we have Mr. Holmes; is that correct?

MR. HOLMES: That's correct, your Honor.

THE COURT: Okay. Good morning, sir.

MR. HOLMES: Good morning.

THE COURT: All right. Are the -- is that correct? We're just here on the motion?

It was your motion for -- to enforce the consent agreement, and then later in November we had a motion filed by the Department, a 60(B)(5) motion; is that correct? And there's been some discussion about that, whether to include that today because it wasn't filed within the 30-day time frame and I know Ms. Shahid, on behalf of her client, has objected to considering that due to the fact that it was filed outside of the 30-day requirement.

Mr. Churdar, did you have anything to say about that?

MR. CHURDAR: Well, if we're gonna take that up, sure. I mean, I would just say -- I mean, that certainly that would not have been filed, the 60(B)(5) motion. But for this motion, it was really in the form of a response. But just

from a pragmatic standpoint, as I mentioned in my follow-on motion, just as a matter of judicial economy, to postpone this would produce nothing positive. I mean, we're all here. She's already argued against the 60(B)(5) motion. And so I'd just ask that rather than delaying that and having another motion, we just hear it today.

THE COURT: All right. Ms. Shahid, anything?

MS. SHAHID: I have responded to it, your Honor.

THE COURT: Yes, you have.

MS. SHAHID: Yes. And -- yes.

THE COURT: So while untimely filed -- and the Court acknowledges that that happened. And acknowledging that you initially did object to it -- you did file -- what about this? And I just want to make sure that everybody has an opportunity. Why don't we hear argument on that. And then if, after the -- today, if any of the parties wish to submit anything further for the Court to consider regarding that motion, I will take that into consideration that -- if you want to give me anything else, I'll take -- so I won't foreclose anything further, any argument and matters you want to

submit for me to consider with regard to that motion. But I will go ahead and hear argument on that in the interest of getting that heard today while we're all here.

MR. CHURDAR: Yes, sir.

THE COURT: All right? Okay. Well, let's see. So as far as how to proceed, I guess, Ms. Shahid, you filed the motion so ---

MS. SHAHID: Yes.

THE COURT: Are you ready?

MS. SHAHID: I am ready. Thank you, your Honor.

THE COURT: All right.

MS. SHAHID: And, your Honor, we used the opportunity with the motion that we filed and with our reply to the respondent's returns to attach certain exhibits, which I would, at this time, ask to be treated as exhibits admitted into the record. And the same, of course, for the responding parties. They haven't been marked as such, but they're attached to all our documents. I'm gon' be referring to some of them in the argument.

THE COURT: All right. Any objection of the parties to that, that all exhibits submitted by the parties in response to or in conjunction with

this motion be admitted?

MR. HOLMES: That's what I would agree to, your Honor. Yes. As what I should.

THE COURT: And so just for purposes of clarification during the course of this proceeding, if you could just -- if we could just refer to each -- you know, just refer to the exhibits that you're discussing. And that way the record will be able to, you know, be clear from ---

MS. SHAHID: Yes, sir.

THE COURT: --- on the record what -- which exhibit we're talking about.

MS. SHAHID: Right. I had a cheat sheet to do that. Thank you.

THE COURT: Okay.

MS. SHAHID: Got it.

THE COURT: I'll help you. Because if I get lost, I'll stop and tell you I'm lost so ...

MS. SHAHID: And in the course of doing that, I may have to ask Ms. Colwell while I'm ---

THE COURT: Of course. Whatever you need to do. It's just -- that's just -- it's just for record keeping purposes so we -- so it's clear which exhibit is being -- is the subject of

whatever is being discussed.

PETITIONER'S POSITION BY MS. SHAHID:

MS. SHAHID: All right. And, your Honor, I have with me my clients, Richard and Kristen Hook, seated in the courtroom today. And ---

THE COURT: Hello, Mr. and Mrs. Hook. How are?

MS. SHAHID: They are residents of Lexington County and invested in property several years ago in a subdivision located on James Island in Charleston County known as the Belle Terre subdivision. Belle Terre was a number of lots platted on what was -- what is known as Parrot Creek and had multiple deep-water lots. And the developer of Belle Terre, who I had represented many years ago, went to the South Carolina Department of Health and Environmental Control and obtained a, what they call, general permit was the way they referred to it. But they got approval for a dock master plan, authorizing, I think it's 27 docks at Belle Terre and then went ahead, as the developer, and applied for 27 dock permits in the form of one big permit, which will be discussed today. And the developer does that because it takes the burden off the individual

purchaser to go get the dock permit, and it increases the value of the lot for sale to the individual purchaser.

And that general permit for 27 docks was challenged. It was challenged by a group of surrounding property owners, and it was challenged by the James Island Public Service District, I believe. And that was a contested case. And it was heard in 2004, 2005 by Judge Anderson. And Judge Anderson upheld the permit. He didn't make any alterations to the permit. He upheld the permit as it was issued. It then, at the time, went to a statutory creature called the Coastal Zone Management Appellate Panel, and this was before the revisions to 44-1-60 that switched the ALJ and Board Order of Review. And the appellate panel also upheld what the judge had done. And I don't even think that the docks at the lots that are in question, Lot 10 owned by our client, the Hooks, and Lot 9 owned by Mr. Patterson, were even part of what the appellate panel looked at. I think the appellate panel was looking at specific docks. Following that, Mr. Hook had been in many

discussions with Ford Development about purchasing Lot 10 and had held off on purchasing Lot 10 until the permit litigation was over. And so Mr. Robertson, who was the main partner at Ford Development was able to tell Mr. and Mrs. Hook, we've concluded all the litigation. It's over. The docks have been finally permitted; and showed Mr. Hook the permit. And Mr. Hook said wait a minute. This is not where I believed my neighbor's dock was going.

There had been one set of permit drawings that showed a dock on Mr. Patterson's property at Lot 9 and a dock at my client's property, Lot 10, showed a dock corridor. And the dock corridor extended right down the middle of Lot 9, Mr. Patterson's property, out to the creek. And then there was a dock alignment, as shown on the issued permit, that took the dock squarely in front of Lot 10. And Mr. Hook said to Mr. Robertson, I'm not spending a million dollars for this lot. This is a change in circumstances. This is news to me. I went under contract for this lot based on what I believed the dock looked like next to me. And

I'm gonna some show some illustration, Judge, to put all this in context, but this is just introductory. So Mr. Robertson said, well, let me see if I can fix it.

So he went through -- Mr. Robertson, Ford Development, went through every standard administrative process available. He made an application to OCRM to change the alignment. At this point, Mr. Patterson did not own the lot. Mr. Robertson still owned, as Ford Development, every single lot at Belle Terre. He goes in and he says, I want to change the alignment of Lot 9, Mr. Patterson's now lot.

THE COURT: Can I stop you for just on second ---

MS. SHAHID: Yes.

THE COURT: --- just for clarification?

MS. SHAHID: Sure.

THE COURT: I have a feeling this is gonna happen a couple times. When you refer to Mr. Robertson, Mr. Robertson and Ford Development are the ---

MS. SHAHID: They are.

THE COURT: --- in essence, the same for purposes of today?

MS. SHAHID: Yeah. And I'll try to stick to Ford.

THE COURT: And that's fine. I thought I was

following that, but I just wanted to clarify it for the record.

MS. SHAHID: Yeah, they are.

THE COURT: Thank you.

MS. SHAHID: So Ford Development goes to OCRM and says we want to amend the permit. It's final now. It's gone to the ALC; it's been affirmed. It's gone to the appellate panel; it's been affirmed. There's been no further challenge to it. And we want to change Lot 9 because it's affecting Lot 10 and the ability to sell Lot 10. And they a submitted a permit application. OCRM did not say we are not going to consider this permit application.

OCRM considered the permit application. OCRM issued a letter denying the permit application. Ford development filed a contested case with the Administrative Law Court, and it was assigned to Judge Anderson, who had heard the initial case. Ford Development's attorney, me, began working with OCRM's staff and attorney, and we worked out a settlement. And the settlement was to shift the dock from being across Lot 10, the Lot 9 dock, to going straight out. There were essentially two

corridors, dock corridors, that were approved for Lot 9, the one that went straight out down the middle of the lot that's 500-plus feet long and the one that angled to the left and extended straight across Lot 10. That's -- Mr. Holmes told me today it's about 145 feet long.

So there were two corridors established. And we went back -- and we worked out a settlement with OCRM where OCRM agreed to put Lot 9's dock back into the longer corridor. That was material to Mr. Hook, and it wasn't until that happened that -- or until he had knowledge that that was going to happen, that it was going to take place, that a settlement had been reached, that Mr. Hook was willing to take title to the property.

He had -- he was under contract for a million dollars, and the wasn't gonna spend a million dollars on Lot 10 until he had some degree of assurance that there wasn't going to be a dock extending across it. Somebody else may have wanted to buy the log for a million dollars, but it wasn't gonna be Richard Hook.

So in or around 2005, I think, he closed on the

purchase of the lot with the knowledge that the Court was going to be issuing a consent order that OCRM had agreed in the context of the contested case settlement to go back to the corridor coming down the middle of the lot for the longer dock. And now I think it would be helpful, your Honor, if I could show you some of what I've been talking about.

That settlement was embodied in a consent order. We're gonna talk a little bit about the consent order. The consent order is not ambiguous. It's pretty straightforward and clear. The consent order was presented to Judge Anderson, who had heard the original case and then was assigned Ford Development's challenge of its attempt to amend the original permit, and he approved the consent order.

And I think -- your Honor, let me -- I'm gon' come back to my chair. Let me just finish these last few facts, and then I'll show some of my exhibits. At some point in time, Mr. Patterson attained an interest in Lot 9. At some point in time, he contacted DHEC and sought an amendment to the permit. I think it may have been to add handrails or a boat lift

or a roof, things that are specifically allowed. That amendment was put on public notice. That amendment request was put on public notice at Mr. Patterson's request. And this was in 2014. And that notice was sent to, as is required. And in accordance with OCRM's files that we've reviewed, it was apparently sent to adjoining property owners, which would include Mr. Hook, and then whatever other notices required, but specific notices entitled to adjoining property owners.

Mr. Hook has no recollection of receiving any notice. It's not sent certified mail. It's not sent where you can prove delivery, and he has no recollection of receiving the notice. But regardless, the notice -- and we'll look at it soon -- talks about a certain kind of amendment that Mr. Hook wouldn't have objected to. It doesn't say anything about how the staff ignored the consent order and authorized or consented to permit drawings that showed the dock being built directly across Lot 10, Mr. Hook's lot. It just says that it's being amended to add -- I think it was a boat lift or a roof. And we'll look at it.

So the construction placard for Mr. Patterson's dock construction was issued October 30th, 2014. OCRM's records indicate that construction was completed on or about December 30th, 2014. There was a mere 60-day window within which Mr. Hook or Mrs. Hook, between November 1st and December 30th, could have known that a dock was being built directly in front of their property, despite all their efforts not to spend a million dollars until that issue had been addressed. Just a mere 60 days. And as of December 30th, 2014, that dock construction is complete and Mr. Hook saw it 18 months later for the first time, a year or two later for the first time.

Mr. Hook, pro se -- well, then Mr. Hook contracted DHEC, made a FOIA request, and was provided via FOIA in 2016 a copy of the very same consent order that he knew existed and that he knew should have prevented Patterson, Mr. Patterson from building a dock across his property. So in 2016, the staff was able to provide that information to Mr. Hook, information that they, for whatever reason, did not provide to Mr. Patterson or did not

consider material when they were looking at Mr. Patterson's construction.

And then Mr. Hook, pro se, initiated an effort. Once he obtained that information, he initiated an effort to enforce the consent order. And the case was initiated with his cover letter.

And I'm gonna try out this new equipment for the first time.

THE COURT: Yes.

MS. SHAHID: It's fabulous.

THE COURT: Isn't it?

MS. SHAHID: Yes. It's fabulous.

And he basically lays out the fact that he purchased from -- on January 11th, 2005, knowing that the case had been settled and that was confirmed February 9th, 2005, when the Court issued its Order, and it related to the location of the dock at Lot 9 on the subdivision. Then he goes on to say that he has now discovered that DHEC has authorized the dock to be constructed in another location. And he attached the Court Order, and he said he respectfully requested that the Court Order DHEC to remove the dock that had been constructed in violation of the Court Order.

He was essentially seeking enforcement of the 2005 Order.

And then it became a contested case, and there was -- I think just -- and I got involved. I probably got involved in late spring. But it kind of became a contested case. It's sort of the focus of the case when I would try to talk to OCRM about it. Was on Mr. Patterson's amendment request, which was simply to -- I'm gonna have to look at it to tell you, your Honor, but his amendment request was to seek a covered pier head and a four-pile boat lift basically. That's what he was seeking, a covered pier head and a four-pile boat lift on an already permitted dock.

And it took me a while to -- so that was kind of how the case was framed, and that's not what the case is about. We don't care about a four-pile boat lift and a covered pier head. That's not why we initiated a contested case. We care about the authorized location, and we don't understand now OCRM could just ignore a resolution which was in the form of a consent order, which is enforceable by this Court.

And that's why, your Honor, once I got a grasp

on how the contested case was progressing, I made a motion to enforce settlement. There's no need to conduct an evidentiary hearing in this case focusing on a covered peer head and a boat lift. That's not the agency action that we're challenging. We're challenging the agency's violation of the 2005 Consent Order. And Mr. Hook, albeit pro se, did a good job of trying to frame that. But then it kind of lost its way with, I think, the agency information sheet and some other information that was submitted.

All right. Let me go get my -- here's my cheat sheet. This is a photograph, your Honor. This is Petitioner's Exhibit 1 to the motion to enforce settlement. Photograph attached is Exhibit 1. And then I've got -- and the purpose for that, your Honor, is to let you see why we're here. You see Lot 10. Lot 10 is the lot owned by my client Mr. Hook. You see Lot 9, which is Mr. Patterson's property, and he's constructed a home on that property. You see the dock. You don't see all of the dock. You can't see where it connects to Lot 9, but you can see that it extends directly in front of

Lot 10's waterfront. And that's what Mr. Hook was trying to avoid. I've got another picture that used another aerial photo source that's identical to Exhibit 1 to our motion, but I'm gonna show you that too. It's just a little bit clearer and a little bit farther out.

But the beauty of Lot 10, your Honor, is that it is located right on a bluff effectively. And the dock for Lot 10 would be located once constructed in this area where it just -- it doesn't even cross any marsh. It comes right out. So in -- but in order to for Mr. Patterson on Lot 9 to get to the creek in this shorter alignment, he literally had to come directly in front of all of this water frontage and -- of Lot 10.

Your Honor, this is the permit that was issued to Ford Development Corporation. I'm gonna be referring to pages 1, 2, 6, 16, and 17 of the permit. This permit is attached to just about everybody's pleadings. I'm sure it was attached to our motion to enforce as an exhibit. But I've just got pieces of it here. It's attached in its entirety to everything that was filed.

But as we discussed, this permit was issued to Ford Development for multiple docks. It was issued January 21st, 2003. It included certain special conditions, and it also references Attachment A to be the permit drawings. And this is important, your Honor. Attachment A was dated January 17th, 2003. It's permit drawings that were provided to OCRM prior to the date of the issuance of the permit, four days prior. Those permit drawings were prepared by Ford Development's consultant, and those drawings showed a changed alignment to lot -- to the dock on Lot 9, and that's specifically referenced in the permit. The Lot 9 dock will angle to Parrot Creek rather than extend straight from upland property, thereby reducing the walkway length from 595 to 200 feet. So that's a special condition in the permit.

So the point of all this, your Honor, is that there's been some effort to claim res judicata with bar. Some of what we're trying to do here today, we're not relitigating the short -- oh, or would have barred -- would have somehow voided or barred Judge Anderson's ability to

hear what he heard and what resulted in the consent order. But we are not relitigating the shorter length of the dock at Lot 9. That was the length provided for the initial permit. That length was a result of permit drawings that were provided before the permit was issued. The only thing that was litigated was the shorter length. There was no debate in front of the Administrative Law Court where the Court then said I'm not gonna let you have that 600-foot-length dock. You're gonna have to have this 200-feet dock. That didn't happen in 2003 in the initial case.

This page, which show the drawings that Mr. Hook saw when the lot, Lot 10, was being marketed, these where the original drawings before Attachment A was submitted to OCRM. And that shows the dock that Mr. Hook believed that Mr. Patterson or the owner of Lot 9 would be authorized and became the sole basis for Mr. Hook's willingness to spend a million dollars for Lot 10. Yes. Was that was critical to his decision.

Then this page from the permit clearly shows here's your -- well, let me pull it up a little

bit. Here's your Attachment A, January 17th, 2003. Permit issued four days later. If you look at Lot 9 and Attachment A, there's still a dock corridor for the longer dock. But the dock has now been moved. And the next page, it more clearly. The dock has now been moved in front of Lot 10. So that's what Ford Development went forward with originally with the 27-dock permit.

There's been some -- I'm gonna address to some degree the Rule 60 motion. And this information is material to that motion, and this information was attached to our reply to the returns of DHEC and Mr. Patterson. This is information from Charleston County RMC. This reflects the sale to Richard Hook from Ford Development. January 12th, 2005, was the date of recording, a million dollars. This is also set forth in Mr. Hook's affidavit.

This is tax information related to Lot 9, the lot right next door, which went from -- well, Mecca, LLC, which appeared to be a family corporation in the Patterson family just when you look at whether or not -- when you look at the deeds further on, whether or not you're

exempt from certain deed, tax, or stamps if it's a family exchange.

But effectively, Mr. Brent Patterson, the respondent in this action, his interest came from a $5 love and affection exchange with Jessica Blitch Patterson, whose interest came from a family corporation, well, Mecca Investments, LLC. And 240,000, I think, was to Jessica Blitch Patterson's investment in the property. And then Brent Patterson's got the marital interest for $5 as joint tenants in common.

And I bring that up, your Honor. I don't believe that when you're looking at the Rule 65 motion, 60(5)(B) motion, you only look at equities if an order has prospective application. Judge Anderson's second order in 2005 did not have prospective application. It required one thing and one thing only: change the alignment, OCRM. Go to your permit files and change the alignment for Lot 9 back to the 500-foot alignment. That was the only application it had. But if you were to disagree with me and think that the Order was prospective instead of just executory, which

are the two distinctions, and if you were to the think that 60(5)(B) applied, you have to look at equities. And I think the equities are very much in favor of the Hooks and all the efforts they went on -- it went through to protect their interests. And the agency's failure to do what it was required to do, and the Hooks are suffering from the agency's failure and really through no fault of their own.

Your Honor, the next exhibit, which is the consent order of a dismissal and is also referred to as an attachment in almost all the party's pleadings, I'm gonna show you -- do you still call this the ELMO? Does it have a different name now?

THE COURT: We still call it the ELMO.

MS. SHAHID: The ELMO.

THE COURT: It's the new ELMO.

MS. SHAHID: The new ELMO. I love the new ELMO.

But the consent order of dismissal -- and I don't have the executed page, for some reason, but I can get that -- was executed by all parties. It's very clear. Page 1 of the consent order of dismissal gives the

background. Ford is the developer, had originally applied for a general permit with authorized construction of docks for 27 waterfront lots. In accordance with the terms of the general permit, the dock located at Lot 9 was aligned so that it crossed directly in front of Lot 10.

Then this is the contested case about the amendment request. Ford's amendment request to realign this dock so that it's relocated entirely within the extended property lines of Lot 9, such realignment will adjust the length of the dock from approximately 200 feet to approximately 556 feet. The Court notes that unfortunately the general permit, the final order and decision of the Administrative Law Court, and the final administrative order of the panel made no mention of OCRM's intent to limit amendments. So what happened is when Ford Development applied for the amendment, there was a long letter sent back, which is also attached to some of these pleadings and -- from the agency saying it was -- we had an intent that we would never amend.

So the Court's taking note that while you may

have had that intent, that was never embodied in anything and amendments are allowed by regulation.

So then -- goes on to say OCRM authorizes amendment as requested. A drawing depicting this amendment request is attached hereto as Exhibit 1. Ford Development agrees to adhere to the terms and conditions and to seek no further amendments to this permit, with the exception of amendment requests seeking construction of handrails, boat lifts, or rooves.

OCRM agrees to accept applications for a request to amend docks permitted at Belle Terre in accordance with the permit, provided that those applications are limited to individual requests for handrails, rooves, or boat lifts. No other permit amendment requests will be accepted for processing unless the applicant can demonstrate either: One, material or substantial damages to Parrot Creek or the Belle Terre property; or consistency with the spirit and intent of the original permit.

And then it goes on to say that Ford Development has a requirement to amend its

covenants so that everybody from this point forward knows what they're limited to do -- limited to get in terms of amendments. And then it goes on to say the parties further agree that the terms and condition of this consent order will be incorporated by reference into the special conditions enumerated on the general permit. The Court orders that the permit be amended in accordance with the attached drawings and that the general permit issued to Ford Development at Belle Terre be amended through a corporation by reference to the terms and conditions of this consent order. So OCRM had an obligation to -- this is the drawing that shows the details of the amendment -- to update its general permit with all of this information. Here you have the public notice that Mr. Hook does not remember receiving but that OCRM's records show that they sent to adjoining property owners.

THE COURT: And that's in your motion, right, Ms. Shahid?

MS. SHAHID: Yes. And the public notice is ---

THE COURT: I'm just clarifying for the record where that is.

MS. SHAHID: DHEC 49. Your Honor, I think what I'm gonna need to do is probably provide you a specific reference at the close of the hearing. I didn't realize that -- of the confusion this might cause doing it this way until the court reporter came in and was asking us about exhibits.

THE COURT: Right.

MS. SHAHID: And the three of us all know these documents.

THE COURT: Yes.

MS. SHAHID: Right. That doesn't help you.

THE COURT: Well, and it's just to clarify -- just to make it clear on the record what we're talking about ---

MS. SHAHID: Yeah.

THE COURT: --- and where it is in the record. So perhaps that would be helpful if you could provide something at the close of the hearing.

MS. SHAHID: Yes, I could.

MR. CHURDAR: This is attached at Exhibit H to DHEC's response to Ms. Shade's motion.

THE COURT: Okay. Thank you. Got it.

MS. SHAHID: Okay. So the public notice was sent, although we don't have any proof of receipt and

he certainly doesn't remember receiving it. But it specifically provided -- and I'm gon' take it off the ELMO in a minute so I can see it -- that the permitee has requested an amendment to the issued permit to add a 10-by-12 pier head, a 12-by-5, four-pile boat lift. The amendment is modification for a private recreational dock.

Now, you're gonna hear argument that -- and note the date of the public notice was September 8th, 2014. You're gonna hear argument that, well, Mr. Hook should have known and should have responded then. Well, all Mr. Hook knows is that he made sure before he invested his million dollars that any issues related to Dock 9 had been addressed -- the dock at Lot 9 has been addressed. And he doesn't have any concern about a boat lift or a covered pier head being added to the dock. And there's certainly no evidence, at least on this postcard, to say, and, oh, by the way, we forgot about that consent order and we're authorizing the dock to go straight across Lot 10. That certainly isn't on the postcard.

Now, there's a notation on the postcard that

says if you want to spike out some additional information, you could go to our public notice web site, and that that information will be available to you -- I don't how long it stays on there -- but you need to comment by September 18th with the public notice dated September 8th. But again, why should Mr. Hook think that, based on the efforts he went to and the clarity of the consent order, that anything's going on here other than adding a pier head and a boat lift. I mean, there's just -- there's absolutely no reason. He had protected his rights by waiting to close on the property until he received assurances from Ford Development that the issue about the dock had been addressed.

Now, importantly, the public notice was September 8th. The construction authorization was October 30th, 2015. That's the placard that's issued to the permittee authorizing them to begin construction from OCRM. That construction authorization is also an exhibit that we attached to our motion to enforce settlement, and I can give you those details at, when we conclude the hearing. And this

record from OCRM, which was Exhibit 4 to our motion to enforce settlement, is their inspection that took place in January -- I mean, in December, December 30th 2014, whereby they conclude that the dock has been built. So there was about a 60-day window where the dock was under construction, which would have given Mr. Hook potentially an opportunity to see. Only 60 days, not three years. 60 days. I say three years because we've have been hearing, ever since we filed this lawsuit, well, why do you bring it up now? You had three years. No. We had two months. And that would presume we had any reason to believe that the consent order had been violated.

Interesting, your Honor, that -- well, not interesting but notable, that DHEC's position in this matter -- and I'm excerpting here from the Department's return to motion to enforce consent order -- they acknowledged that on February 9th, 2005, the Department entered into the consent order, which is attached as Exhibit F to the Department's return to motion to enforce. They indicate that they issued a permit, an amendment to the permit -- and this

is for the dock at Lot 9. And that the Department project manger, who was assigned to amend the permit to authorize the boat lift and the roof was unaware of the consent order. And then at the problem, they put in a footnote: New internal office procedures have been put in place to prevent similar occurrences.

So basically the Department acknowledges a mistake and took corrective action to address the mistake. And we -- I think that's critical information found on page 4 of 9 and 5 of 9 of the Department's return to enforce -- our motion to enforce.

Now, what we have discovered as we've done our research on this matter, is that its settlement agreements, consent orders, are treated like contracts, and the rules that apply -- that the Court applies the results related to enforcement of contracts to enforcements of settlement agreements. And if a contract is clear and unambiguous, you enforce its terms. And you have a duty enforce its clear and ambiguous terms. And it's our position that that contract is clear and unambiguous. Moreover, multiple rules -- multiple Court-made

rules relating to the enforcement of consent orders have developed, and one of them, which we think is important here, is that the Court's duty is to enforce the contract made by the parties regardless of its wisdom or folly, apparent unreasonableness, or the party's failure to guard their right carefully. So if for some reason this Court were to be compelled by arguments made by the respondents that this problem was caused by Mr. Hook, because he didn't go online and look at those permit drawings when he was supposed to have received that little postcard or in that 60-day window, he wasn't making frequent inspections of the property to see what's going on, despite the fact that he resides mainly in Lexington and the property's in Charleston County. None of that's material. The Court has a duty to enforce the contract regardless of all these extraneous circumstances if it's a clear and unambiguous contract.

Your Honor, there's been some argument, and I'm gonna show you a photograph that we attached as Exhibit 2 in our reply to the respondent's returns. There's been some argument that long

docks are bad in this area. Well, that's simply not true. There are long docks throughout this creek. This is the area, the red lot being Lot 10. This is the Belle Terre area. And the docks are very long, you know, at least as long as if not longer than what we're talking about would be the appropriate corridor for Lot 9. If you look on the other side of the creek -- and I know this isn't very clear because you have to get way out to get this scale. But, you know, certainly what would be unusual is this short little dock that just goes right in front of another piece of property. That's what's unusual, not the length of docks. And, of course, OCRM allows docks up to 1,000 feet.

And finally, your Honor, I have the deeds. These are certified true copies of the deeds. They were attached to our return to the motion to enforce. And you can review them. They're Exhibits 3 and -- I think it's just Exhibit 3 to our return as the chain of title for Mr. Patterson. Mr. Patterson's wife, Jessica Blitch Patterson, was the one that spent $240,000 on the lot and then conveyed an

interest, $5 love and affection to Mr. Patterson.

Now, I understand family businesses or conveyances between husband and wife, and I'm not -- certainly not here to dispute that Mr. Patterson doesn't have an investment in this property, but I have to address the issue -- and I assume I'm gonna get a chance to on reply -- but I have to address this issue that somehow this order that required one thing, one thing to be done: Go and correct that general permit to reflect this order. Not correct it, but go and make sure that general permit reflects this order. Didn't have any perspective application, just that one thing to be done. If for some reason this Court were tempted to find that the Order was prospective in effect and then go into the weighing of the equities, I can't get past the amount of investment each person has in their property and then the efforts made by my client to protect that investment.

I have been involved in OCRM's dock litigation for longer than I care to say. I mean, 20 years, at least. And I know full well that you

have no right to a view in South Carolina and that you don't go to court challenging a dock permit because that permit affects your view. I get that. That's not what this is. This man has resources, my client. He just didn't want to buy the piece of property where the dock was extending in front of him. He's not protecting his view. He's protecting his investment. He made a significant investment in a piece of property when he had the pick of the litter, your Honor. None of that property had been sold. He could have picked any lot he wanted out there. He made a significant investment in this piece of property. It's a beautiful piece of property. And this is about protecting that investment. This is not an applicant -- or a -- somebody coming to this court and saying my view; my view has been damaged. Yes, his view's been damaged, but he could have picked another piece of property and not spent a million dollar and been in this pickle that he's in. So, no, we are not here fighting a fight that has no merit, which is I'm protecting my view. We are protecting a significant investment that we went to great

lengths to protect initially before we spent the money. So for that reason, your Honor, we've made our motion to enforce the consent order. I understand it has the potential to have -- it's a hard result. But I certainly don't think Richard and Kristen Hook need to bear the burden of the agency's failure to properly maintain important records related to their permitting responsibilities.

THE COURT: Thank you, Ms. Shahid.

Gentlemen, who wishes to go first? And do we need any kind of a break? Do we need a break? Are we good?

MR. CHURDAR: No, I'm fine, your Honor.

THE COURT: Okay. Ms. Shahid, do you?

MS. SHAHID: I'm good. Thank you.

RESPONDENT'S POSITION BY MR. CHURDAR:

MR. CHURDAR: Okay. Your Honor, I think that Ms. Shahid did a pretty good job of outlining the facts in this case. I think it's -- I think it is important to highlight a couple of things in view of the fact that she has put so much emphasis on Mr. Hook's desires to have a pristine view. And in saying any of this, I mean no disparagement. I'm just saying I think

that we need to look at the facts and evaluate those in terms of the representations as to what was the most important thing in the purchase of Lot 10. And she did mention -- Ms. Shahid did mention the fact that -- the fact that in -- back in August of 2014, Mr. Patterson had made -- submitted his request to amend the dock, and that was then put on public notice. And I just want to come up and use the ELMO as well, because I think that while she did mention it, I think it is worth the Court just -- focusing on the fact that this notice right here, which is admit -- marked as Exhibit 8 in the Department's return, this is the certificate of mailing from the Department. Mr. Hook has said that he doesn't recall receiving it, but here is a certificate of mailing from the OCRM employee, and here is on Exhibit 8 is the list of those that received a copy of this public notice. And right over here is Mr. Richard J. Hook at 176 Sharon Lake Court in Lexington, South Carolina.

And the public notice provides a -- Mr. Jeff Thompson's phone number. It provides his e-mail address, and it also actually provides

the location on the DHEC website where anyone who receives a public notice can take a look at the drawings that are being proposed as part of the permit amendment request. Now, in making the -- the Department making the Rule 60(B)(5) motion, as I mentioned, in that motion the Department does not take this position lightly. There is a difficulty in coming before the Court with, you know, what does the Department do? What does the Court do in a situation like this?

And in looking at Rule 60(B)(5), the provision for granting this Court the discretion involves actions where there is mistake, inadvertence, or excusable neglect. And the standard for this Court to apply in whether or not the prospective application should be made is when it is no longer equitable that the judgment should have that prospective application.

And when the Court looks at that and makes a determination about what is or is not equitable, I mean, I think it's first important to mention the obvious, and that is that this grant of discretion is not meaningless. I mean, if it doesn't have any applicability,

then it really shouldn't even be in the rules. And the point is when the Court makes the decision about whether or not it would be equitable or not, I think it is important to look at what Mr. Hook has made as a representation in his affidavit and then look at the actions that he has taken. As I mentioned and as Ms. Shahid has mentioned, the view corridor or the view is the thing that he has emphasized that was so important to him when he decided to make -- enter into a purchase agreement for this property.

Back in 2003 when Ford Development was developing this property, they had a representation about where the dock on Lot 9 would be. This was a representation of a developer. It is kind of, I suppose you would say a wish list. This is what I envision for this development. It was not a permit. It was not part of the dock master plan. It was just what he represented. It was in that context before the permit was actually even issued that Mr. Hook entered into the purchase agreement with Ford Development Company.

So at that point, there was no guarantee that

the dock that was -- that is connected with Lot 9, Mr. Patterson's dock would not be the short 200-foot dock. That was simply the desire of the developer and it was based on that representation without any permitting decision being made that he interested into that.

THE COURT: But that was just the agreement to purchase. He didn't actually buy it ---

MR. CHURDAR: No. That's true ---

THE COURT: --- until after the ---

MR. CHURDAR: Right.

THE COURT: --- consent agreement had been issued.

MR. CHURDAR: My point is just when the Court is weighing the equities in what Mr. Hook has said versus the actions that he took, I think it's important to put that in context. And what I'm saying is that was an agreement. That was an agreement with the developer that he was going to purchase it. There was no -- that was nothing permitted at that point saying that the dock is not going to cross over from Lot 9 over into the area where it is. The second thing is, and Ms. Shahid has mentioned ---

THE COURT: But the purchase -- I know. I know what you're saying, Mr. Churdar. But the purchase,

Mr. Hook did not purchase the property until that had all been worked out.

MR. CHURDAR: Well, he purchased it before the consent order was actually signed in 2005. I mean, so I think that's important. Because the way Ms. Shahid -- and I don't want to put words in her mouth -- but I think she said, you know, everything was understood or it was worked out or whatever. And I struggle a little bit with this because I don't want to sound like I'm being a jerk to Mr. Hook when I say this. I'm just saying I think it's relevant in making an equity decision to look at his actions and to look at that and compare that with the affidavit and go, What do we do from here? And I think both of those factors are relevant, in addition to the fact that Mr. Hook never contacted DHEC after the 2014 public notice was sent to him.

THE COURT: Why would he?

MR. CHURDAR: Well ---

THE COURT: I mean, all your public notice informs Mr. Hook is that -- is the -- his adjoining property owner wants to put a cover over his pier head and a boat lift. That's all it says.

I mean, it doesn't -- there's no -- there's nothing from that notice that would give Mr. Hook any cause to be alarmed about a change in the direction of the corridor for that dock. I mean, yes, there is notice.

And let's just say I agree with you that it was sent pursuant to your rules to adjoining property owners. It appears there's no proof otherwise that it was. Okay. It was. And now -- and so you did provide notice to Mr. Hook. But the notice doesn't tell him any -- I mean, the notice gives him no reason to think that what was just about to happen was about to happen. He thinks, from reading that as any of us would think from reading that, that the adjoining property owner is gonna put a covered pier head and put a roof over his pier head and he's gonna get a boat lift down at the end of the dock -- at the end of that 500-foot dock.

MR. CHURDAR: Well ---

THE COURT: Is there any reason -- and if he's okay with that, why would he look? What cause -- what -- where does he have -- was there any obligation or any -- was there any

justification you would say anybody in their right mind would go check those drawings to make sure that somebody wasn't, you know, changing the corridor.

MR. CHURDAR: Well, to someone who has, as Ms. Shahid has mentioned repeatedly, paid a million dollars and the view is everything. I mean, it takes a click on your mouse to see it. I mean, I understand what you're saying and I'm not arguing against it. I'm just saying that what would be required to just check that out would take all of 30 seconds.

THE COURT: Right. And if there was any reason for him to do that -- you know, I had my oil changed in my car at a Jiffy Lube one time. And I got in my car and I drove away, and I realized after about driving for a hundred miles that they had drained all the oil out of my car and they never replaced it with any oil. They just forgot. And so it nearly destroyed my engine. And did I have an obligation then to go look? I mean, didn't I have some -- I mean, couldn't I have relied upon the fact that when they give me my car back and said they'd changed my oil and they charged me to change my

oil that they did. Do I have some affirmative obligation to look inside my oil gauge -- or my oil tank to see that I have oil in there? And I'm sort of thinking this is the same way. Mr. Hook, let's just say he did see it -- or he should have seen it, because it was sent. But even if he saw it, all he would see was, oh, my neighbor wants to put -- you know, my neighbor wants to modify. And he knows that that consent order says you can't make substantial modifications to this, other than to do things like put handrails and covered pier heads and stuff like -- you know, these were minor modifications to the existing corridor. He knows that's in that consent agreement. So he sees that he wants -- the guy wants to put a covered pier head and the -- and a boat lift. And that's all he knows. That's all that that notice tells him. And if he doesn't care, why would he look? What obligation -- was there some legal obligation that he has to look and by not doing that, he's somehow culpable in all of this?

MR. CHURDAR: Well, your Honor, if what you're hearing was the Department saying that Mr. Hook

is culpable, I -- that's certainly ---

THE COURT: And perhaps I was -- that he -- that therefore there then became an affirmative obligation on his behalf to check and his failure to do so somehow in yours to his detriment.

MR. CHURDAR: Well, I would answer it this way. You'd mentioned he is -- he would have been -- or was -- I mean, he hasn't been deposed, so just assume that he was familiar with the consent order. The third page of the consent order is in essence, a trap door from these obligations because it says no other permit amendment requested will be accepted for processing by OCRM unless the permit applicant can demonstrate. And then the second thing is consistency with the spirit and intent of the original general permit. The spirit and intent was to reduce the potential for adverse cumulative impacts.

I mean, why might he do that? Because he would go, well, it's not an air-tight prohibition. There are things that can be demonstrated that would allow the modifications be on handrails, rooves, and boat lifts that are still within

the spirit of the -- of an intent of the ---

THE COURT: Right. I see that provision. But then wouldn't your notice that we've sent out have mentioned it? In other words, if there was some effort by Mr. Patterson or whoever the, you know, adjoining property owner, whether it was Lot 8 or 9 or whatever -- I guess really he just had Lot 9 because there wasn't anything on the other side of Lot 10. So but Mr. Patterson sought to actually modify the dock permit beyond in accordance with that language that you point out in the consent order, wouldn't that then be in the notice?

MR. CHURDAR: Well ...

THE COURT: And then it wouldn't just say handrail or -- I'm sorry -- a pier head and -- a cover over his pier head and a boat -- it -- wouldn't it say something else, and further modifications at least or something like that? I mean, it would have to -- wouldn't it?

MR. CHURDAR: Well, I mean, that's the whole point of the notice that says look, here, you can see the drawings. Just click here. Go to this website and you can see the drawings that are being represented here.

THE COURT: Right. But I mean, and we all agree, and this is all being consented to. The problem here is, sadly and unfortunately, when Mr. Patterson was seeking to build his dock, he got the wrong schemata, the wrong plan. He got the old plan. The was this short corridor that cut across Lot 10, and it was a mistake. I mean, you know, the Department made an error by providing the wrong information to Mr. Patterson, who then acted on that. And then all information that went subsequent to that was wrong because it didn't -- it wasn't in accordance with the consent order, which was -- which created this 500-foot-long dock. So everything's wrong. It's all -- it starts off on the whole wrong foot and that's because an error, sadly and unfortunately, not -- nobody necessarily intended to do. But just a mistake was made at the Department, and everything that went forward from there was based on this error. And so, you know, so then the notice goes out. But the notice is wrong because the notice doesn't give notice of what's really going on, which is that a totally different dock than the one that was --

everybody agreed upon is gonna be constructed. And but Mr. Hook has no reason to know that because the original mistake is so significant. But it's a mistake. Nobody knows that it's been made. It just -- it starts everything off down the wrong path. I mean, literally you're going -- not just literally -- not just figuratively in the wrong direction but literally in the wrong direction. The dock's going the wrong way, and nobody knows that.

MR. CHURDAR: Well, I mean, I think Mr. Holmes will probably address some of that with his collateral stop on the res judicata argument, which I won't get into. But, your Honor, my only point is, you know, we are here and the Department is in -- I'm in a situation I'd frankly rather not be in.

THE COURT: Of course.

MR. CHURDAR: But the reality is when the Court has the discretion and the authority under 60(B)(5), my only point is, in looking at the equities of it and trying to make an equitable decision in looking at what Mr. Hook has said versus those things that I had mentioned to you regarding that I think, you know, just kind of

bricks in the wall, so to speak. That's my point. You know, you've got this public notice. You've got entering into a purchase agreement before any kind of dock master plan general permit is even issued, and then you've got actually purchasing, closing on the deal before the consent order in 2005 is actually even signed. I think those things are worth considering.

I also think that it is worth considering -- Ms. Shahid mentioned this briefly -- but the realty is that the Court of Appeals said in Young versus DHEC that there is no proscriptive right to a view. It says prospective rights to ocean views, breezes, light, and air do not exist in South Carolina. So that is something that if someone comes to the Department and they are objecting to an interference with their view without anything else, the Court of Appeals has said that's not a -- that's not right.

THE COURT: Right. Absolutely. I'm aware of that. But what about the fact that Ms. Shahid also pointed out that this was an investment. The investment aspect of this is -- well, not just

the view but the fact that it -- he spent a million dollars, which is not an insubstantial amount on this property, not just for the view but because this was an investment property. I mean, he hasn't developed it yet. I mean, I have no idea what Mr. Hook's intentions are with regard to -- it's his property. But I mean, it's, you know -- it's been represented that in addition -- not just the view but the investment of it, the investment value of it, is that not an additional consideration?

MR. CHURDAR: Well.

THE COURT: Or is that the same thing? I mean, what are you thinking ---

MR. CHURDAR: I don't think that without any evidence of depreciated value with a dock there versus a dock over here, that really comes into play. I mean ---

THE COURT: Okay.

MR. CHURDAR: --- I just don't think there's any evidence one way or the other from an investment perspective. But in addition to the fact that there is no proscriptive right to a view corridor -- I'm still on Rule 60(B)(5) motion on the equities of it and what ---

THE COURT: Yes, sir.

MR. CHURDAR: --- would factor into this Court's decision is granting this motion under Rule 60(B)(5) Satisfies the original intent and spirit to reduce the cumulative impact to the Belle Terre subdivision. I mean, pulling out a 200-foot dock -- or I heard today Ms. Shahid said that Mr. Holmes said it was less than 200 feet. But I mean, something in the neighborhood of a 200-foot dock is gonna be a substantial impact on the marsh. The countervailing balancing act, if you will, the balancing of, well, is this going to have a positive impact on navigation? And from the documents that I've provided from the Department back in December of 2003, I believe it was. It was a letter from Curtis Joiner. He said, no, there's not gonna be any difference in the navigational impact whether the dock goes to the 200-foot location or whether it goes to the 556-foot location. And when looking at the equities of what to do, okay, where we are right now and what the -- what this Court has in terms of discretion, your Honor, I believe that this falls within

the scope of what Rule 60(B)(5) contemplates when it talks about mistake, inadvertence, or excusable neglect in terms of this Court's discretionary authority with this judgement or with this order from ---

THE COURT: Okay. But what about Ms. Shahid's argument that it only applies -- and, again, the only part of 60(B)(5) that's applicable is that very last part of it, because all the other parts of it are irrelevant to the facts but -- or is no longer equitable that the judgment should have prospective application. And really there is no prospective application. This was a consent order. Just ordered DHEC to make modifications and enter those, and it was executory in nature. And once done, had it been done, it would have done. It didn't have any prospective application. The only reason it has prospective application here is because it didn't happen when it was supposed to happen 12 years ago.

MR. CHURDAR: Well, your Honor, I would -- my response to that is prior to the actual construction of any dock, the permit holder is required to come in and get a construction

placard. I mean, there is something more that has to be done prior to the building of the dock. And so in that regard, I believe that there is room in interpreting the prospective application for this Court to apply this particular section.

THE COURT: All right. Thank you.

MR. CHURDAR: The other thing, your Honor, and just briefly in wrap-up is, you know, Ms. Shahid has mentioned in her motion that -- or actually in her statements today that she has captured or she's captioned this or postured this as a motion to enforce the consent order.

And I would just say, before I get to the Tort Claims Act matter, that is really the only option left, I mean, because what was available in terms of challenging this 2014 permit amendment decision has long -- the window has long ago closed. And so that is not available to her. So it is in that context that I believe that she is bringing this as a motion to enforce the consent order. Regarding the Tort Claims Act, your Honor, I mentioned that in my return, Ms. Shahid has said the Department was negligent. And, I mean, that

plainly is a tort. I mean, she -- what she is alleging is a tort. And, you know, to the extent that there would be a remedy, South Carolina Code 15-78-200 says that notwithstanding any provision of law this chapter, South Carolina Tort Claims Act, is the exclusive and sole remedy for any tort committed by an employee of a government entity while acting within the scope of the employee's official duties.

So I would just say if, to the extent that there -- this Court believes that there is something that the Department has been negligent in, this belongs in circuit court, not in this court. Thank you.

THE COURT: All right. Thank you, Mr. Churdar. Again, anybody need a break or anything, or we're -- okay. Okay. Mr. Holmes, sir.

MR. HOLMES: Thank you, your Honor.

THE COURT: Yes, sir.

RESPONDENT'S POSITION BY MR. HOLMES:

MR. HOLMES: This is rather clear now that Mr. Patterson is kind of late to these proceedings. A lot occurred before he ever acquired this property.

THE COURT: Yes, sir.

MR. HOLMES: So that would require me to go back and try and trace the evolution of this. And I want to preface this by saying that nowhere does anybody claim that Mr. Patterson has done anything wrong.

THE COURT: Yes, sir. I understand.

MR. HOLMES: And, in fact, Ms. Shahid, in her filings, stated that DHEC was neglect in executing its duties to Patterson and also that Patterson did not know about the consent order and did not disregard it in any manner.

THE COURT: And the Court is aware -- the Court has seen nothing that implicates Mr. Patterson having done anything improper or under the table or anything, that Mr. Patterson appears to have acted in good faith at all times.

MR. HOLMES: Good faith. He has expended great sums of money ---

THE COURT: Yes, sir.

MR. HOLMES: --- in reliance of what the State told him he could do and told him he did it correctly.

THE COURT: It does appear to be the case, yes, sir. Absolutely.

MR. HOLMES: So I don't want to go too far into the weeds on some of the arguments that I think might be more appropriately raise by the State, but as I read through the documents, the past history before Mr. Patterson even got involved, it appeared to me, as an initial matter, that Mr. Hook has no standing to enforce this consent order. He's not a party to the consent order. He was not involved in the consent order. And we have to keep in mind that there were two consent orders. The first one was in -- well, it wasn't a consent order. It was actually an order by Judge Anderson of this Court. And in it, he expressly addressed Lots 9 and 10. And on page 6 of his Order -- and this begins -- it's in everybody's exhibits -- it Exhibit C to my return.

THE COURT: Yes, sir.

MR. HOLMES: Okay. He said on page 6, the second full paragraph, additionally during the permitting process OCRM modified the approved corridor for Lot 9. The dock corridor identified in the approved DMP indicates the dock length 595 feet. And deviating from the approved corridor, the permit extended the dock

between property lines but reduced the length of the walkway. The dock permitted on Lot 9 now extends at an angle within the view corridor for Lot 10, but the walkway for this dock has been reduced from 595 feet to 200 feet, thereby warranting the crossing of the extended property line. Now, that was a finding of fact and -- or conclusion of law that was in Judge Anderson's order of 2003. Okay. That order was in appeal by certain people beyond that to the Coastal Zone Management Appellate Panel, but they explicitly excluded the issue of the Lot 9 and 10 from my appeal to the panel, which, as I understand it then, means Ford did not appeal that. DHEC did not appeal that. So that is the law of the case between them as a finding of fact made by a Court.

Beyond that -- and, again, this is also a case in which Mr. Hook was not a party to the case. So you've got an unappealed finding of fact. Ford or DHEC could have raised that in an appeal, and they did not. They stood silent. So they have acquiesced in the dock moving 200 feet. It's in the view corridor. Everybody

acknowledges that.

Okay. Then we move forward in time. And I believe even before this order was signed or contemporaneously with it in Judge Anderson's initial order, Mr. Hook had already signed an agreement to buy and sell this lot for a million dollars. After this order was issued, I suppose -- and some of this might be speculation -- that he then was ready to move forward, but he became aware of this order and the fact that now the Lot 9 dock was angled toward his property at 200 feet and not what he had anticipated.

So he went to Ford and said if that's where the dock is, I'm not buying on this property. And Ford said, okay, we'll handle it. We'll take care of it. They applied -- "they," being Ford -- to DHEC for an amendment to replace the Dock 9 -- Lot 9 dock lot back to the 500-plus feet straight out. DHEC denied that permit on some very specific facts. And bear with me, because that is also an exhibit -- right -- on December 13th, 2004. And they said after careful review the staff has denied -- decided to deny the permit amendment. Shorter is

better for one thing -- it's kind of small print here I'm trying to read.

THE COURT: Yes, sir.

MR. HOLMES: But it said the corridor encompasses the entire spectrum of frontage of Lot 9, including both the approved alignment and the preferred alignment. In that regard, the amendment request is not in keeping with the Regulation 30-12(A)(3)(B), which governs this position of this amendment request and provides that, quote, amendments to the general permit must be in keeping with the spirit of the original dock master plan to the maximum extent feasible. It is staff's opinion that the -- that maintain the spirit or intent of the dock master plan and general permit is to return the original alignment that furthermore and prove lack of navigation will not occur at the preferred site as it is similar to the authorized site. Therefore the reason to relocate the dock must be to move it away from Lot 10.

For this, staff considered 30-11(B)(10) and determined the proposed use will not negatively affect the value in adjoinment of adjacent

owner because the use would be identical to the authorized alignment as to the preferred alignment, so forth and so on. That was fairly solid reasons for denying that permit.

THE COURT: Very detailed. Yes, sir.

MR. HOLMES: Now, this is what it -- when it -- appears to me there was a little maneuver because on January 5th, Ford filed a contested case request with this Court. On January 12th, Mr. Hook purchased the lot for a million dollars. And on -- I'm not sure of the exact date, but sometime before the 30 days had expired, Ms. Shahid was transmitting to Judge Anderson. She said it was assigned to him because he heard the original one. Actually, it wasn't assigned to him, except, apparently, by Ms. Shahid, because she didn't even have a docket number for it. She just sent to Judge Anderson because he had had, I assume, the prior case. And she said, Judge, we've -- you know there's a cover letter saying we filed an appeal. I don't know what the docket number is, but DHEC's counsel and I have reached an agreement, and it here's the consent order of dismissal.

This consent order of dismissal, to me, would appear to violate the previous actions of the Court. I mean, they're trying to go back and do something that the Court has already determined was one way, and nobody's appealed that. So that's either the law of the case or it's res judicata and that these -- because that specific issue was raised and was the a part of the case and could have been challenged but never was.

So I questioned the validity of this consent order at all, given the way it came about. But then you also have to look at the language of it where -- all right. Before the numbered findings are on the second page. It's stated unfortunately the general permit, the final order and decision of the law and Court made no mention of OCRM's intent to limit amendments to the general permit. Well, the Order may not have said it, but their regulations say it. Their regulations, which were cited in the denial letter. If you've got a general permit, you don't amend it unless certain factors are met, and they told Ford in their permit amendment request, you don't meet them.

Nevertheless, and it's also interesting, I thought, how Ms. Shahid said in one of her pleadings that DHEC participated fully in all of the negotiations of the consent order. It doesn't appear there were any negotiations. There was nothing done. It's like file an appeal; get together with lawyers; here's the consent order; send it to the judge.

And, again, this is not anything that Mr. Hook was a party to. So I've always understood that to enforce a prior Order in court, you've got to be a party to that Order. That's point blank. To say that Mr. Hook stands in privity to Ford as a successor, well, it's interesting that in this consent order, on page 3 of the '05 consent order, paragraph 4, the parties understand that this agreement may not be considered binding for its successors entitled, owned lots at Belle Terre. Therefore Ford has executed a first amendment to declarations of covenants, conditions, and restrictions for Belle Terre. Copy attached, providing all subsequent lot purchasers are notice of OCRM's intentions. If you look at -- I assume there was record on that -- it's a recorded copy.

But if you look at that, which is Exhibit 2 -- I think this is to Mr. Churdar's -- or maybe attached to -- I'm not sure, your Honor.

MS. SHAHID: It's attached to my motion.

MR. HOLMES: To your motion.

MS. SHAHID: Exhibit 2.

MR. HOLMES: There's nothing in this first amendment to declarations in -- of the covenants and conditions that says anything about Lot 9 or Lot 10 or alignments. It just essentially says we're putting you on notice that other than handrails, roofs, boat lifts that DHEC is not going to approve any more amendments to the docks over here unless you can demonstrate certain things, which are also those things which are included -- I'm jumping back and forth, I know -- within the consent order, which says -- and page 2 paragraph 3, OCRM agrees to accept applications for requests to amend dock permits at Belle Terre in accordance with the general permit provided it was an application limited to handrails, rooves, et cetera.

No another amendment request will be accepted for processing by OCRM unless the applicant can

demonstrate, one, material and substantial changes to Parrot Creek or the Belle Terre property since the issuance of the general permit. Now, I bring that up because I'm showing this Exhibit 1 to counsel. This is the as-built survey DHEC requires when anybody builds. They get a dock permit. They build it. Once they build it, they have to do another survey showing exactly where it is.

THE COURT: Yes.

MR. HOLMES: You'll see, now, that this walkway is not 200 feet. It's 145 feet, 146. Now, I'm not arguing right now that we need to or want to or should have to, but it would appear that even with this consent order, were it valid, Mr. Patterson would have a basis to request an amendment of his alignment to his dock based on material and substantial changes to Parrot Creek if it's -- where he is in the creek now is 50 feet, 25 percent less than what it was 12 years ago.

THE COURT: Then that would be a substantial change.

MR. HOLMES: That could be ---

THE COURT: The notice that DHEC would send out to Mr. Hook---

MR. HOLMES: Absolutely. The he could appeal it ---

THE COURT: Right.

MR. HOLMES: --- and it would go all through this process.

THE COURT: But none of that happened.

MR. HOLMES: None of that has happened. We haven't -- I'm just saying that it's not so cut and dry. Number 1, that the second consent order overrides Judge Anderson's final order decision, first case or that ---

THE COURT: Mr. Hook.

MR. HOLMES: Right. Well, actually, I was gon' say ---

THE COURT: I'm sorry.

MR. HOLMES: --- that Ford -- also just like DHEC had a chance to do something, Ford had a chance to do something in this declaration and be more specific so that a purchaser of Lot 9 would have been directed to that.

THE COURT: Yes, sir.

MR. HOLMES: So that has not happened.

THE COURT: Yes, sir.

MR. HOLMES: So that will take me where I really came into this thing ---

THE COURT: Yes, sir.

MR. HOLMES: --- as far as the arguments to be made, at least these would be my client and Patterson. Ms. Shahid has said she knows view is not a requirement -- not a valid right. You can't assert a right to a view, okay, but that Mr. Hook wants to protect his investment. But it's clear that if you read everything he's said and filed, his investment decision was based on the view. They're inextricably entwined. You can't separate one from the other. I mean, if the lot's worth a million dollars whether or not that dock's there, it's worth a million dollars whether or not that dock's there. And if it is not a worth a million dollars because that lot -- that dock was there, then it's a view issue, which is what he's asking for.

So to some, we've got two innocent parties here, presumedly, victims of DHEC's negligence in one way or the other. But neither one -- well, I know my client's done nothing wrong at all except do what he was asked to do. Whether or not Mr. Hook could have, should have done some other things, I'm not gonna debate that.

THE COURT: Yes, sir.

MR. HOLMES: That's another issue. But I think if you're weighing equities here, I think they actually fall stronger on my client's side than on Mr. Hook's side. Because he -- in other words, it almost seems to be that Ms. Shahid is suggesting that the fact that Mr. Hook purchased his property at the height of the real estate boom in 2008 and paid a premium price, and Mr. Patterson came in several years later when the market had bottomed out and was able to get a -- make a better investment, that somehow that tilts the equity in Mr. Hook's favor. And I don't see a decision about how much money you spent on a piece of property this year and that year would affect equities. That being said, the other thing that bothered me about this was post remedy that Ms. Shahid has put forth in her pleadings whereas she has said the only remedy is for DHEC to remove Mr. Patterson's existing dock at DHEC's expense and then replace it with a dock that would be more than 400 feet longer than the one he has right now. Again, at DHEC's expense. Because they're not saying this my client did anything wrong and that he should have to suffer

anything. That would be a pretty hefty burden on the State, which I tend to agree with Mr. Churdar on that argument he's arguing negligence of the staff resulting in damages. I think maybe the Tort Claim Act is where you would go with that.

But I don't know that you have to go to such economic waste and destruction if what he's really saying is I don't have the value of my investment. Then what he's really looking for is money damages. He wants the difference between what he paid for his property versus what it's worth now. And the way -- I assume -- I've done this before in other cases where you try and prove damages by something DHEC's doing. You get an appraiser. Here the property as it is; here's the property if they do this. Give me some comparables. What's it worth now as it is? What's it like if these people next door do that? And that's your measures of damages.

Going out and tearing up docks that have been there, I mean, I understand she says, well, 500-foot-long docks are common in this area. Sure, they are. But there's a difference

between having a dock corridor that shows that you can build a 500-foot-long dock and actually already having at that dock there and having to tear it down. So what Hook is entitled to, again, if he's entitled to anything, would be some way where can demonstrate the diminution -- in fact, I don't know if this property has even gone back up to where it was worth when he bought it, based on just the market situation. Although clearly everybody's aware that the market generally, and in Charleston County in particularly, it is back on the rise.

THE COURT: Yes, sir.

MR. HOLMES: But that, to me, if I would advise him would be the direction he would go, and I just think the draconian response of having DHEC come in and rip out an existing usable dock because, despite what he says, it's clearly aesthetic value.

THE COURT: Yes, sir.

MR. HOLMES: And on that basis, we would ask that you deny the motion.

THE COURT: All right. Ms. Shahid?

REBUTTAL RESPONSE BY MS. SHAHID:

MS. SHAHID: Just a few things, your Honor. We've gotten kind of way off track of where I would posture the case, mainly because of arguments that are raised by the other side and my need to rebut them. But we're here seeking enforcement of a valid order of this Court. Either this Court's orders mean something, or they don't mean something.

Judge Anderson, I don't remember how -- I guess I could have come to look at the Court's file. And you could take note of whatever's in the file relative to this consent order, but I didn't do that. And I don't remember very clearly everything that transpired, but Judge Anderson sat through a week-long trial on these issues and rendered a very detailed order and seems like the appropriate person to then determine if that order should be modified. And he consented to do so. And the Order's very clear. And it protected Mr. Patterson. And I guess what I'm trying to communicate when we get into this, we digress into all of the merits of things and the view, is that Mr. Patterson took measures to ensure that his investment was protected ---

MS. COLWELL: Hook.

MS. SHAHID: --- if -- Mr. Hook -- I'm so sorry.

THE COURT: That's fine.

MS. COLWELL: I didn't mean to check out there.

THE COURT: That's all right.

MS. SHAHID: And, you know, he could have negotiated -- he could have still bought the lot, but he could have negotiated $250,000 less or $500,000 left, but that's -- less, but that's not what he wanted. He wanted the lot with what he believed was gonna be the conditions that he had previously known.

So it was an investment, and the million dollars was spent based on the efforts made to resolve the issue with Lot 9. And there's nothing ambiguous about what went on the second time around in front of Judge Anderson. Clearly OCRM's like, oh, my gosh. Do we really have to revisit this again? And the point -- well, yeah, all permits can be amended. So it is noted in the consent order that unfortunately despite all the effort that we've gone to, there's nothing that restricts amendments.

So you can't say no to Ford Development with

regard to the alignment of Lot 9 just because you don't want to do amendments because nobody has agreed to restrict amendments. But I tell you what we're gonna do. To make sure this isn't a problem in the future, we're gonna require Ford Development, as a condition of this deal that OCRM and Ford Development entered into, to record restrictive covenants that gives record notice to all property owners that the only amendments they're gonna get are these minor things.

There's -- nobody else is gonna be able to come in and change the alignment of the dock just because we allow amendments because we're gonna -- so this was not a one-sided agreement. This was very much an agreement where both parties walked away with something. OCRM walked away knowing, okay, finally this Ford Development Belle Terre permit is not something we're gonna keep revisiting except for this sort of administerial or ministerial task of staying, yeah, you can have a boat lift and you can have a floating -- a roof.

And Ford Development was able to restore Mr. Hook back into the position that he was --

thought he was in when he went under contact with Ford Development. So it was certainly not a confusing agreement, not a one-sided agreement. Ford Development lived up to its terms under the agreement, drafted the restrictive covenants, and recorded them. And every other buyer from that point on knew what latitude they had with regard to the big dock permit that authorized the 27 docks.

And the acknowledgment that this agreement doesn't bind everybody was not in acknowledgment regarding the specifics of Lot 9, but rather was if we're gonna take the next step and say nobody else can ask for these kinds of material amendments. We can't do that in this agreement, this -- I'm sorry -- consent order. The only way we can do is that to have Ford Development go and make it a matter of record.

So there's nothing confusing, nothing ambiguous. Either this Court's orders means something, or they don't mean something. There was significant reliance on this order. The case law establishes that when you're looking at a consent order, you treat it like a

contract. Contractual law makes it clear that they're are third-party beneficiaries who can enforce contracts. That's essentially the shoes that Kristen and Richard Hook stand in. And certainly Ford Development would have no standing at this point in time to come in and try to do what Mr. Hook is doing. They have no interest out there in the property anymore. So my first point is let's not lose focus on the fact that Judge Anderson, who had full knowledge of all the issues in dispute, knew everything about Lot 9 and Lot 10, entered into an Order. That Order has meaning. That Order's not ambiguous. That Order should be enforced by this Court. Now, how do you enforce it? You enforce it by requiring OCRM to adhere to its agreed-to term in the order that it would amend its permit with the consent order. It needs to amend the general permit in accordance with the consent order. Had it done that properly, you know, in its records, we wouldn't be here today. And once that is accomplished via through your order, then the dock as it exists, is inconsistent with this consent order, and administrative action has to

be taken to have the dock made consistent with the consent order. So the relief that we're asking for can be accomplished.

Your Honor, if I could just check my notes very quickly. We keep sliding into a discussion about equities. Of course, I bring it up because I know I have to respond to the arguments that they're making, and then they've made their arguments. But what we've learned in our research is that Rule 60(B)(5) is used very rarely, and we looked at every case that we could find on Westlaw where 60(B)(5) was used afford relief. And always in those cases, it was a prospective application, alimony payments, child support payments, paternity issues, things of public policy interest. But there are just a small category of legal actions, and we put all these cites in our reply to the return of cases where 60(5)(B) is applied to provide relief. And mostly it's important public policy concerns and where somebody finds out that they are not the father of a child. They are then relieved of child support payments. Also we cite a particular case that the Court -- the Appellate Courts in

South Carolina have held that it's rarely been applied, that 60(5)(B) has limited application and is rarely applied.

And finally, your Honor, there is precedent in the Able case, which is also cited. The Able case, Able versus DHEC was also an issue where a consent order was entered into a decade-plus ago and the parties came before the Court and asked for relief from the consent order, and the Administrative Law Court sort of read a temporal or time-limiting requirement into the consent order that wasn't there, and the Court of Appeals was very clear that an unambiguous and clear order, you just don't read terms into it that weren't there.

There were actually two cases from the ALJ. And a second case that was many years ago involving Spring Island and whether or not a consent order could be modified to allow more docks than were originally agreed to. Judge Gethers, who was acting -- was an ALC -- Administrative Lawyer Judge at the time, refused to enlarge or modify a consent order under a request to do it under 60(B)(5) because he said it was inequitable because not all the

parties were happy with the modification, only a portion of the parties. And that would certainly be the case here if you ever got into the 60(B)(5) equity inquiry is, using that as president, not all parties were happy with the modifications, so Judge Gethers refused to do it. But we thank you for your time. And what -- if it would be helpful to the Court, the little presentation that we made and the exhibits, we could provide with a list of saying exactly where they were located in the record and e-mail that to the Court's law clerk as a PDF.

THE COURT: That would be helpful.

MS. SHAHID: Okay.

THE COURT: Just for the record.

MS. SHAHID: Okay. Thank you.

All right. And was there anything else we needed to take up today? I think that represents what we had agreed that we'd cover this -- is that right? Okay. I'm gonna give the parties a -- if you have anything with regard to this 60(B)(5) motion, if the parties have anything else they want the Court to consider, I've give you ten more days from

today to submit anything to me for consideration. Otherwise, I'll just make my decision based on what's been submitted. Thank you very much for your presentations, and I will take all this into consideration and render my decision as quickly as possible.

(There being nothing further, the administrative hearing concluded at 12:56 p.m.)

CERTIFICATE

This is to certify that the within status conference consisting of eighty one (81) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on August 19, 2019.

Cortney N. Glover
Court Reporter

Notary Public for South Carolina
My Commission Expires: December 1, 2025

#2

South Carolina Department of Health and Environmental Control
Office of Ocean and Coastal Resource Management
CRITICAL AREA PERMIT

SEE SPECIAL CONDITION(S)

Permittee(s): **Ford Development Corporation**

Permit Number(s): **2002-1E-316-P thru 2002-1E-341-P & 2002-1E-322-P thru 2002-1E-341-P & 2002-1E-434-P**

Date of Issuance: **January 21, 2003**

Expiration Date: **January 21, 2008**

Location: **Lots 1-5, Lot7, Lots 9 thru 28 & Lot 8, Parrot Point, Belle Terre Subdivision James Island, Charleston County, South Carolina**
Parrot Point Creek

This permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, *et. seq.*, and R.30-1 through R.30-20. Please carefully read the project description and any Special Conditions that may appear on this permit/certification, as they will affect the work, which is allowed. If there are no Special Conditions, then the work is authorized as described in the project description. 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 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 regulations regarding use of licensed contractors.

DESCRIPTION OF THE PROJECT

The plans submitted by you, attached hereto, show the work consists of constructing a series of piers and floating docks consisting of the following types:

The type "A" dock consists of an 8' by 8' fixed pierhead attached to highland by a 4' wide walkway with lengths varying from 82' to 267'. In addition, a 5' by 10' floating dock is to be installed on the downstream side of the fixed pierhead and attached to the fixed pierhead by a 3' by 15' ramp. The Type "A" dock will be located on Lots 24 thru 28 and will be for the private, recreational use of the future property owners.

The Type "B" dock consists of an 8' by 8' fixed pierhead attached to highland by a 4' wide walkway with lengths varying from 17' to 732'. In addition, an 8' by 10' floating dock is to be installed on the downstream side of the fixed pierhead and attached to the fixed pierhead by a 3' by 15' ramp. The Type "B" dock will be located on Lots 1 thru 5 and 7 thru 23 and will be for the private, recreational use of the future property owners.

SPECIAL CONDITIONS

1. Provided the structures are built in accordance with the revised drawings dated January 17, 2003 (Attachment A), which illustrates modifications to the original request, as described above. The modifications are as follows:

   A. Lots 1 and 2; 3 and 4; 5 and 7 will share common walkways that will lead to individual terminal dock areas for each lot.
   B. Lots 1 through 5, 7 and 9 docks will consist of 10' by 12' fixed pierheads with ramps leading to 8' by 16' floating docks and are now described as type "C" docks. Lot 9 dock will angle to Parrot Creek rather than extend straight from upland property thereby reducing the walkway length from 595' to 200'
   C. Lots 10 through 23 docks will consist of 8' by 8' fixed pierheads with ramps leading to 8' by 10' floating docks and are now described as type "B" docks.
   D. Lot 24 dock will consist of an 8' by 8' fixed pierhead with a ramp leading to a 5' by 10' floating dock and is now described as a type "A. The dock has been relocated further downstream from the existing dock construction that is located on the opposite side of the creek.
   E. Lots 25 through 28 docks will consist of 10' by 12' fixed pierheads with no floating docks and are now described as type "D" docks.

2. Provided no dock work is initiated until the final plat and restrictive covenants are recorded and submitted to OCRM.

3. Provided that all docks or any boats moored at these dock does not impede or unduly restrict navigation at any stage of the tide cycle.

4. Provided all docks avoids shellfish resources, as proposed. However, in the event that an unforeseen conflict arises, consultation with OCRM Staff ending in written approval must occur prior to subject dock construction.

5. Provided that if archaeological or paleontological remains are encountered prior to or during construction, we request that work stop and the State Historic Preservation Office be notified at 803-734-8615. If these materials include any underwater archaeological or paleontological remains the permittee should also notify the SC Institute of Archaeology and Anthropology at 803-777-8170 pursuant to SC Code of Laws 54-7-400, et seq. Archaeological remains consist of any materials made or altered by man, which remain from past historic or prehistoric times (i.e., older than 50 years). Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures or nonrecent (i.e., older than 100 years) vessels ruins. Paleontological remains consist of old animal's remains, original or fossilized, such as teeth, tusks, bone or entire skeletons.

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.

CAUTION: Section 48-39-150(D) allows any person adversely affected by the issuance of this permit to appeal the decision by filing a written Notice of Intent to Appeal within 15 days after notification of the permit's issuance. In the event of an appeal, the Department reserves the right to order a stay of any use or activity authorized herein pending a final decision, when, in the judgement of the Department, the interests of the public would be best served. Pursuant to Temporary Amendments of the Rules of the Administrative Law Judge Division, the Division requires a $100.00 filing fee to be submitted with any written request for an appeal of a final agency decision. The written request for an appeal must be filed with OCRM and a copy of the request, with the $100.00 fee, sent directly to the Administrative Law Judge Division at P.O. Box 11667, Columbia, SC, 29211. The Administrative Law Judge Division will not process the appeal unless the fee is submitted to them.

Permit Number: **2002-1E-316-P thru 2002-1E-321-P, 2002-1E-322-P thru 2002-1E-341-P & 2002-1E-434-P**

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

_____ 1/28/03

(PERMITTEE (S)) (DATE)
Ford Development Corporation

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

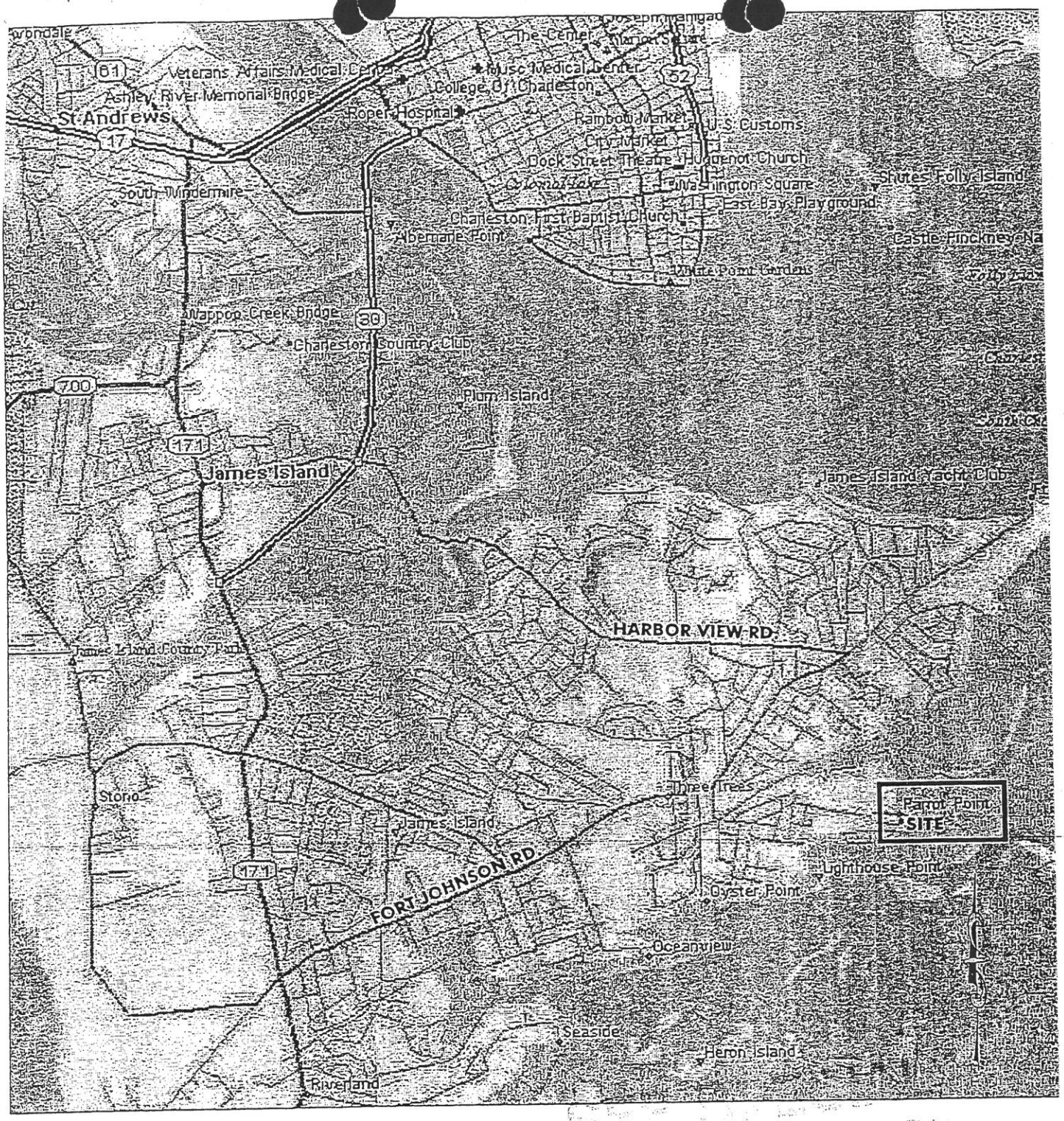
_____ 1/29/03

(MANAGER, CRITICAL AREA PERMITTING) (DATE)
Curtis M. Joyner
Or his Designee
Other Authorized State Official

GENERAL CONDITIONS:

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

1. That 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 South Carolina Coastal OCRM 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. That 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 sixty days prior to the expiration date.
3. That all authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.
4. That 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. That 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. That the permittee shall permit the OCRM or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed is in accordance with the terms and conditions of this permit.
7. That any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by the OCRM.
8. That this permit may not be transferred to a third party without prior written notice to the OCRM, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferred subscribing to this permit and thereby agreeing to comply.
9. That 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. That the permit 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. That the structure or work authorized herein shall be in accordance with the plans and drawing attached hereto, and shall be maintained in good condition. Failure to build in accordance with the plans and drawings attached hereto, or failure to maintain the structure in good condition shall result in the revocation of this permit.
12. That the authorization for activities or structures herein constitutes a revocable license. The OCRM may require the permittee to modify activities or remove structures authorized herein if it is determined by the OCRM 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 OCRM intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.
13. That the OCRM 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 not in compliance with the drawings submitted by the applicant. That the permittee, upon receipt of the Coastal OCRM'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 OCRM shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to the OCRM. (South Carolina Code Section 1-023-370 shall govern the procedure for revocation, suspension or modification herein described).
14. That any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against the OCRM or the State of South Carolina or any employee, agent, or representative of the Coastal OCRM or the State of South Carolina.
15. That all activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be 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. That extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of other. This permit authorizes no invasion of adjacent of private property, and OCRM assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.



P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)

DRAWING NOT TO SCALE

APPLICANT:
FORD DEVELOPMENT CORPORATION

ACTIVITY:
MASTER DOCK PLAN

LOCATION:
THE END OF CREEKSIDE DRIVE, PARROT POINT, JAMES ISLAND

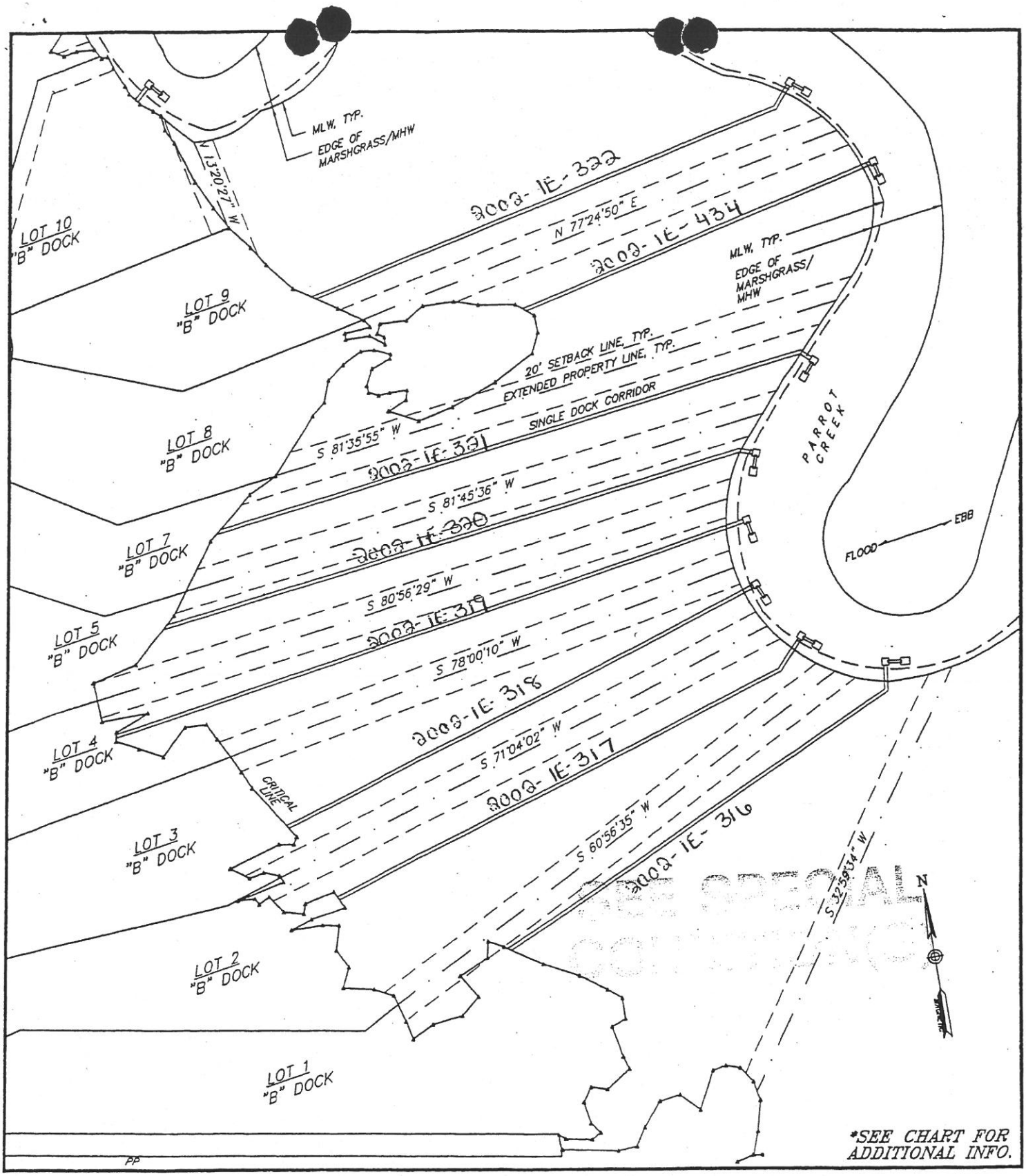
COUNTY:
CHARLESTON COUNTY

DATE: 3.21.01

ADJACENT PROPERTY OWNERS:

DUE TO EXCESSIVE NUMBERS, PLEASE SEE LIST ATTACHED TO APPLICATION.

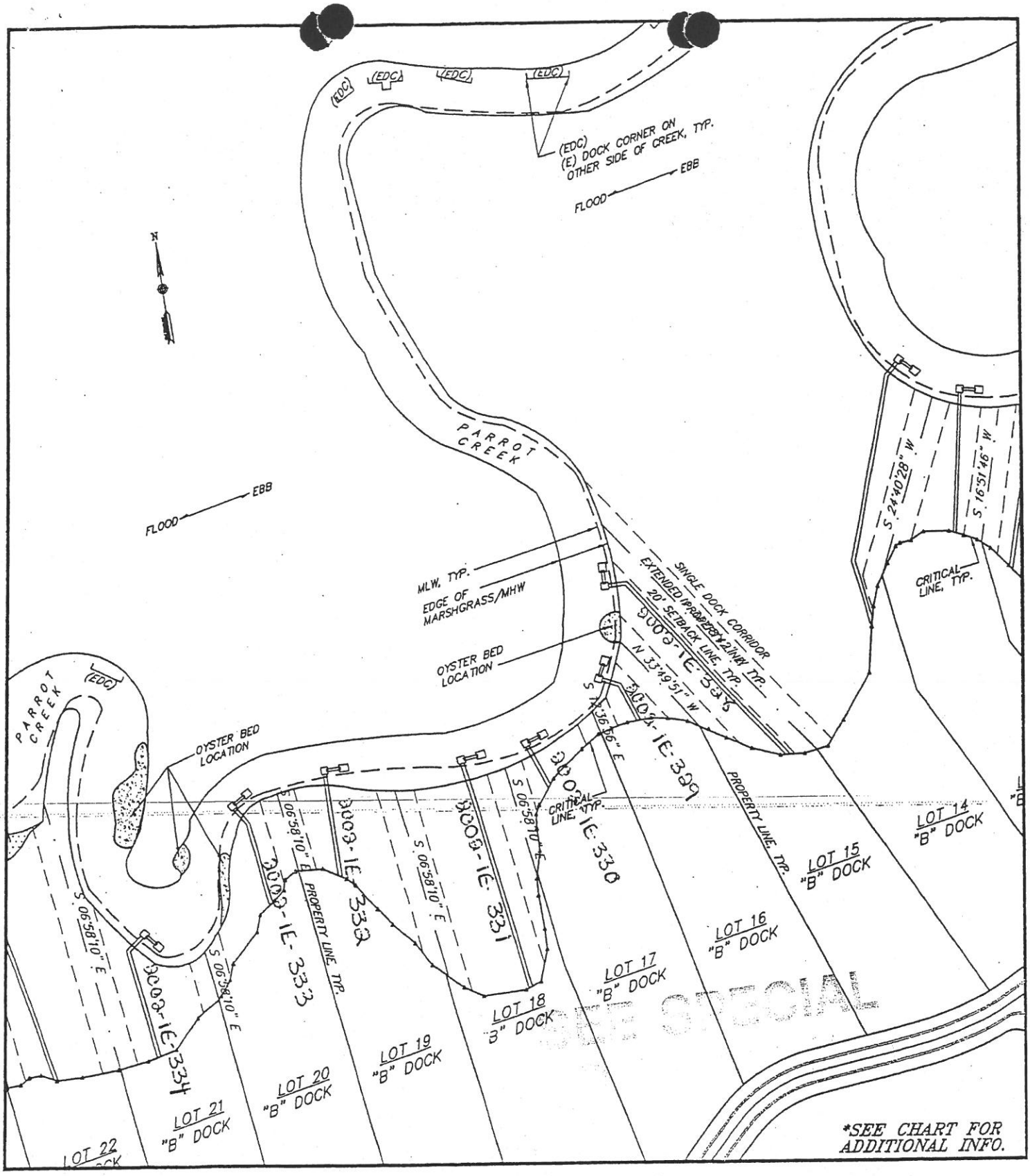
Sheet 1 of 10



APPLICANT:	PARCEL #:	COUNTY	DATE:	SCALE:	LOTS:
FORD DEVELOPMENT CORPORATION	452.00.00.002	CHARLESTON	9.06.02	1"=150'	1-5, 7-9
ACTIVITY:	LOCATION:		ADJACENT PROPERTY OWNERS:		
PRIVATE RECREATIONAL DOCK	END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND		DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.		

P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)

000539



APPLICANT:	PARCEL #:	COUNTY	DATE:	SCALE:	LOTS:
FORD DEVELOPMENT CORPORATION	452.00.00.002	CHARLESTON	9.06.02	1"=150'	14-21
ACTIVITY:	LOCATION:		ADJACENT PROPERTY OWNERS:		
PRIVATE RECREATIONAL DOCK	END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND		DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.		

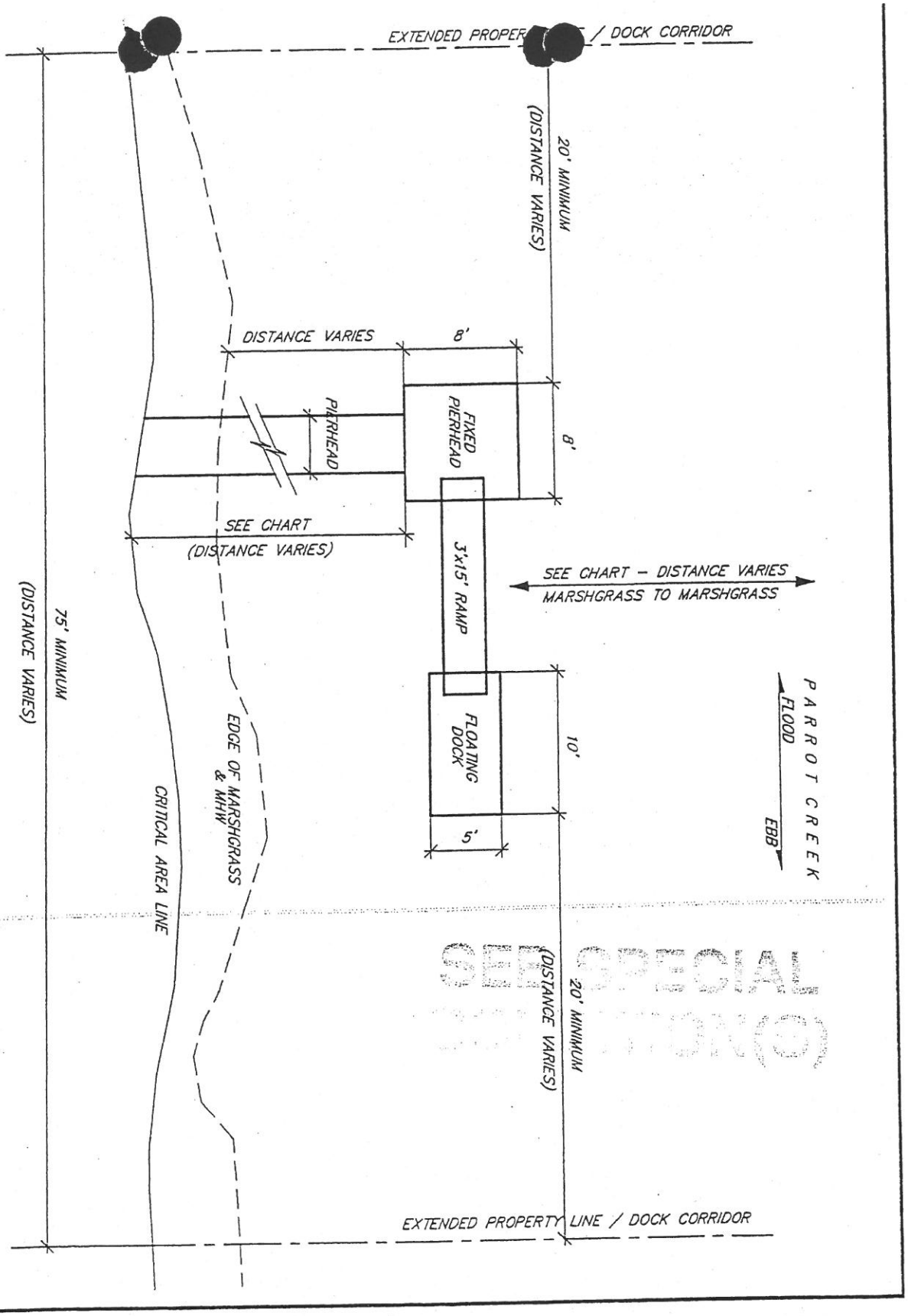
P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)

Sheet 5 of 10

000540

5 OF 15

P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)

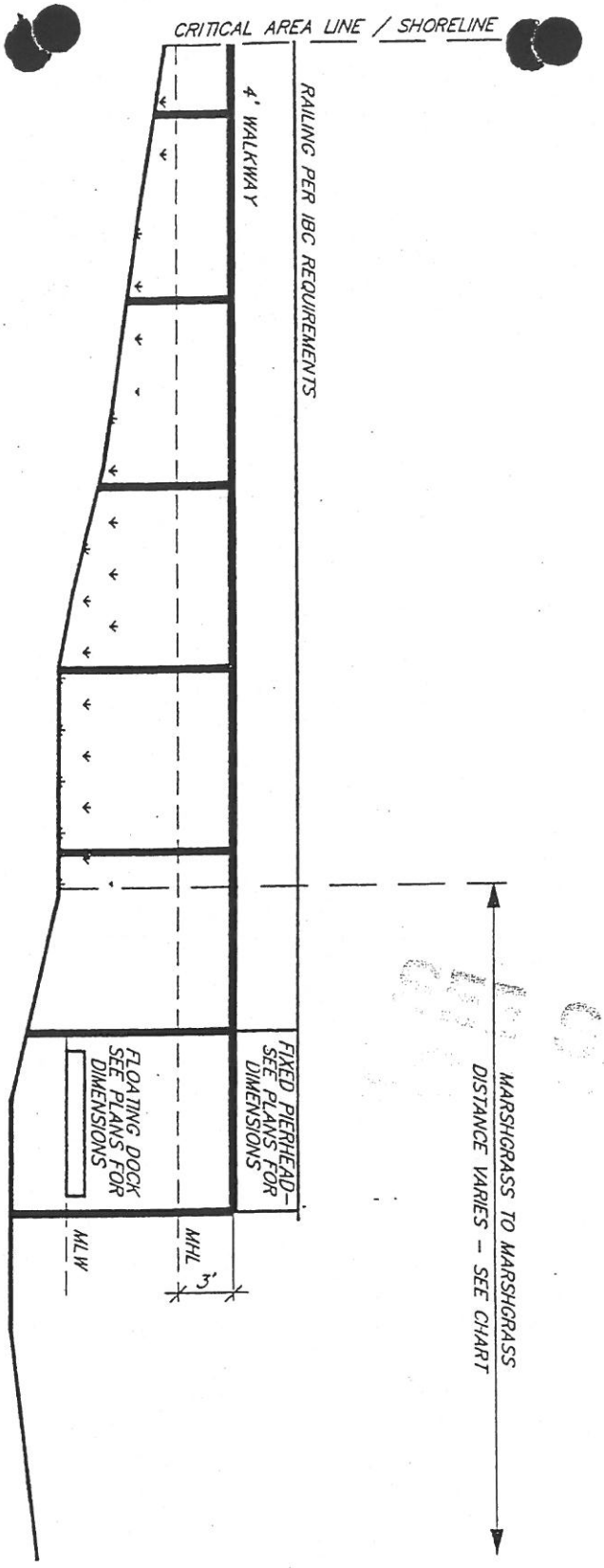


SEE SPECIAL CONDITION(S)

DOCK "A" PLAN

SQUARE FOOTAGE, NOT INCLUDING WALKWAY OR RAMP, NOT TO EXCEED 120 S.F. DUE TO WIDTH OF WATERWAY

APPLICANT: FORD DEVELOPMENT CORPORATION	PARCEL #: 452.00.00.002 COUNTY: CHARLESTON	DATE: 9.06.02 SCALE: N.T.S.
ACTIVITY: PRIVATE RECREATIONAL DOCK	LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.



P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)

APPLICANT: FORD DEVELOPMENT CORPORATION ACTIVITY: PRIVATE RECREATIONAL DOCK	PARCEL #: 452.00.00.002 COUNTY CHARLESTON LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	DATE: 9.06.02 SCALE: N.T.S. ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

Sheet 9 of 10

LOT #	CREEK DEPTH @ LOW TIDE	LENGTH OF DOCK	WIDTH OF CREEK (MARSHGRASS TO MARSHGRASS)	COMMENTS
1	6.4'	545'	80'	
2	7.3'	605'	88'	
3	10'	590'	100'	
4	11.7'	740'	108'	
5	4.6'	690'	130'	
6	N/A	N/A	N/A	NO DOCK PROPOSED FOR THIS LOT.
7	4'	695'	125'	
8	10.6'	425'	80'	
9	6'	595'	80'	
10	9'	25'	56'	
11	7'	30'	76'	
12	4.9'	205'	59'	
13	5.8'	160'	60'	
14	5.6'	315'	57'	
15	7'	285'	58'	DOCK CORNER IS 28' AWAY FROM OYSTER BED EDGE.
16	3.2'	75'	60'	DOCK CORNER IS 20' AWAY FROM OYSTER BED EDGE.
17	4.5'	55'	57'	
18	3.7'	270'	59'	
19	3.5'	120'	51'	
20	4.5'	125'	51'	DOCK CORNER IS 49' AWAY FROM OYSTER BED EDGE.
21	4'	150'	84'	DOCK CORNER IS 65' AWAY FROM OYSTER BED EDGE.
22	5.2'	315'	94'	MUD FLAT IS PLOUGH MUD ONLY– NO OYSTERS
23	2.5'	345'	85'	
24	3.2'	275'	42'	26' AWAY FROM DOCK AT CLOSEST CORNERS
25	1.4'	130'	53'	DOCK CORNER IS 33' AWAY FROM OYSTER BED EDGE.
26	1.6'	90'	40'	
27	3.5'	115'	35'	38' AWAY FROM DOCK AT CLOSEST CORNERS
28	1.4'	125'	31'	29' AWAY FROM DOCK AT CLOSEST CORNERS

DATE: 9.06.02
SCALE: N.T.S.
ADJACENT PROPERTY OWNERS:
DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

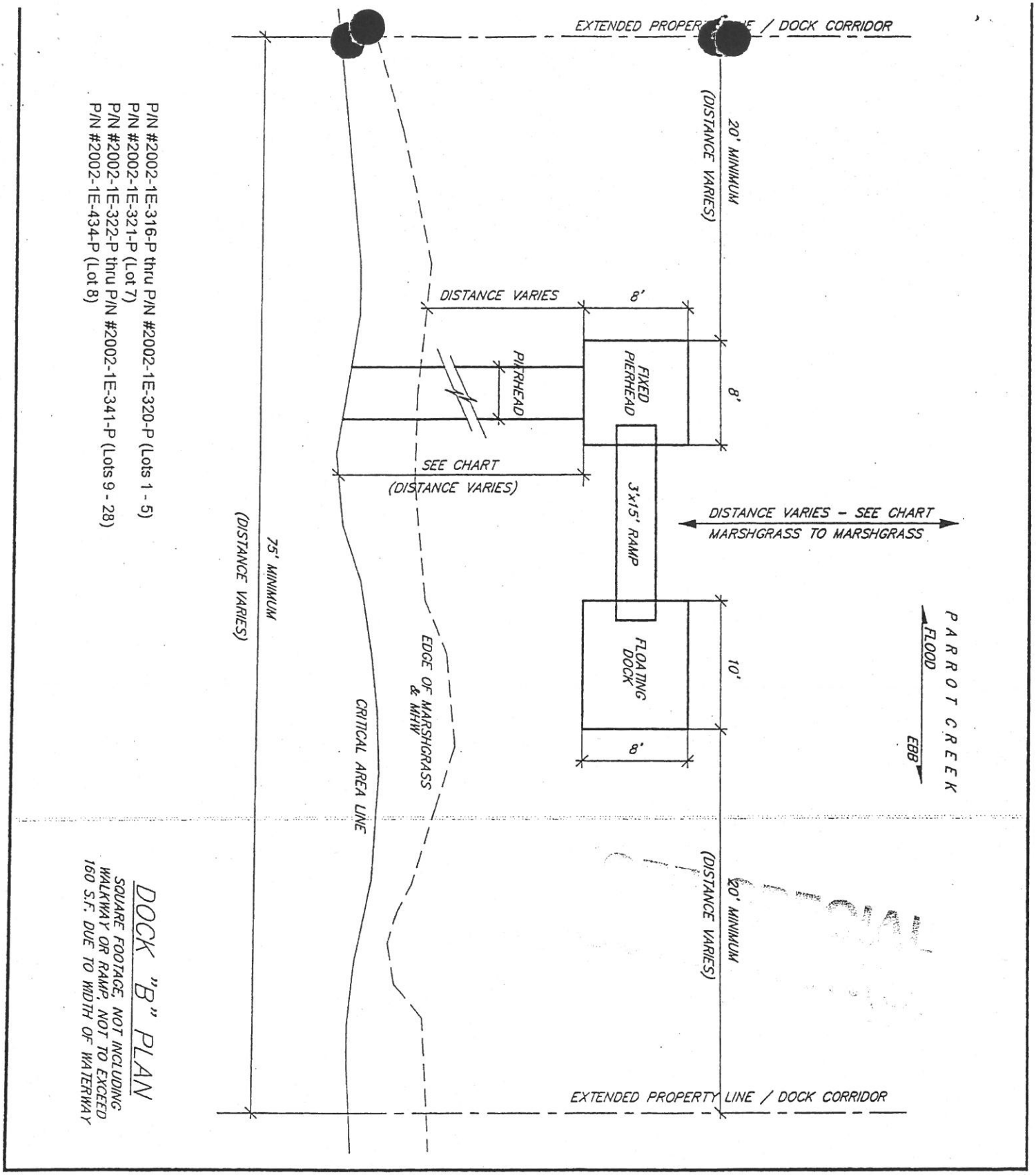
PARCEL #: 452.00.00.002
COUNTY: CHARLESTON
LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND

APPLICANT: FORD DEVELOPMENT CORPORATION
ACTIVITY: PRIVATE RECREATIONAL DOCK

P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)

Sheet 10 of 10

000543

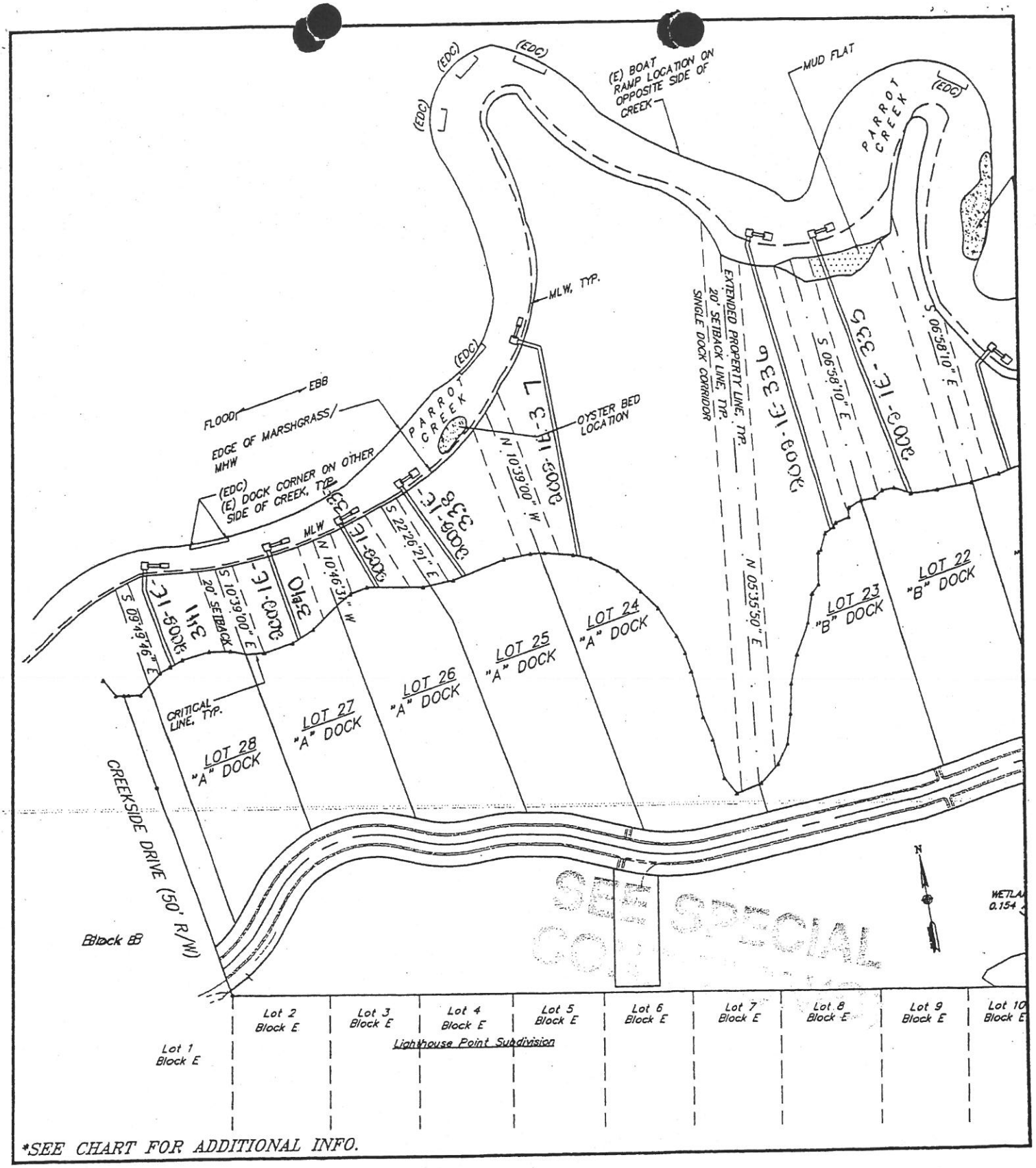


P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)

DOCK "B" PLAN

SQUARE FOOTAGE, NOT INCLUDING WALKWAY OR RAMP, NOT TO EXCEED 160 S.F. DUE TO WIDTH OF WATERWAY

APPLICANT:	PARCEL #: / COUNTY	DATE: / SCALE:
FORD DEVELOPMENT CORPORATION	452.00.00.002 / CHARLESTON	9.06.02 / N.T.S.
ACTIVITY:	LOCATION:	ADJACENT PROPERTY OWNERS:
PRIVATE RECREATIONAL DOCK	END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

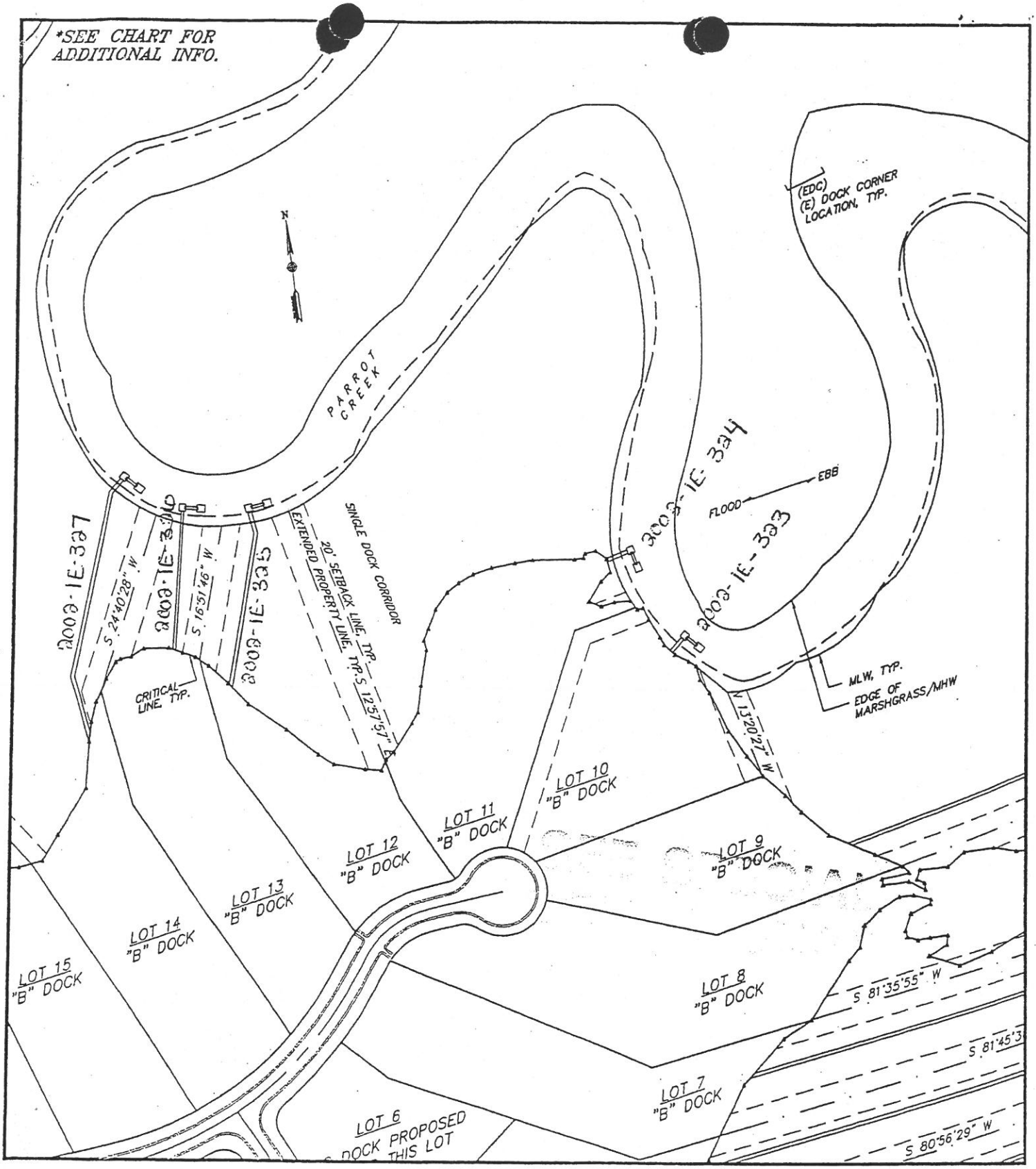


*SEE CHART FOR ADDITIONAL INFO.

APPLICANT: FORD DEVELOPMENT CORPORATION	PARCEL #: 452.00.00.002 COUNTY CHARLESTON	DATE: 9.06.02 SCALE: 1"=150' LOTS: 22-28
ACTIVITY: PRIVATE RECREATIONAL DOCK	LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

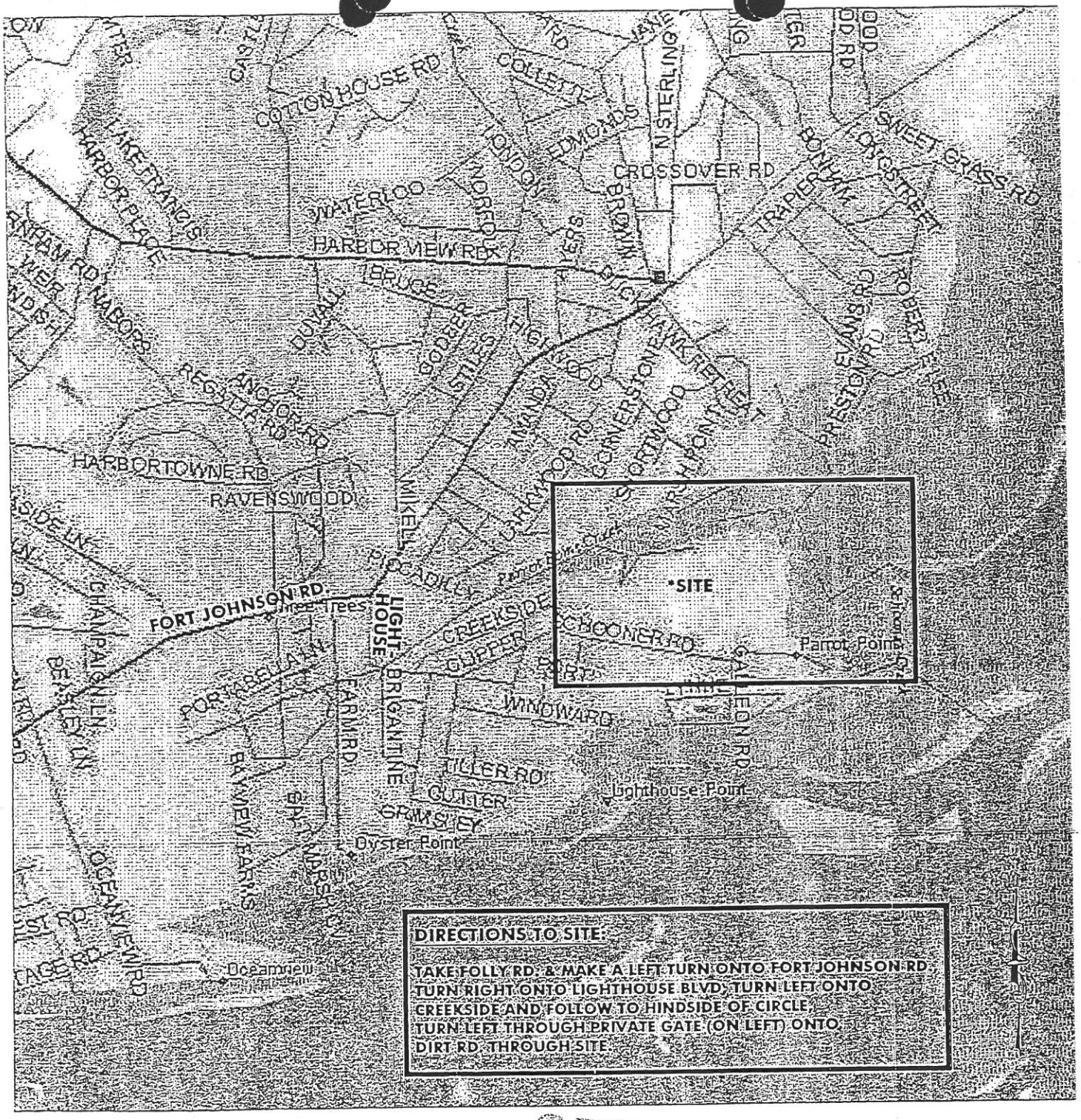
P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)

Sheet 6 of 10



APPLICANT:	PARCEL #:	COUNTY	DATE:	SCALE:	LOTS:
FORD DEVELOPMENT CORPORATION	452.00.00.002	CHARLESTON	9.06.02	1"=150'	10-13
ACTIVITY:	LOCATION:		ADJACENT PROPERTY OWNERS:		
PRIVATE RECREATIONAL DOCK	END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND		DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.		

P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)



P/N #2002-1E-316-P thru P/N #2002-1E-320-P (Lots 1 - 5)
P/N #2002-1E-321-P (Lot 7)
P/N #2002-1E-322-P thru P/N #2002-1E-341-P (Lots 9 - 28)
P/N #2002-1E-434-P (Lot 8)

SEE SPECIAL

DRAWING NOT TO SCALE

APPLICANT:
FORD DEVELOPMENT CORPORATION

ACTIVITY:
MASTER DOCK PLAN

LOCATION:
THE END OF CREEKSIDE DRIVE,
PARROT POINT, JAMES ISLAND

COUNTY:
CHARLESTON COUNTY

DATE: 3.21.01

ADJACENT PROPERTY OWNERS:

DUE TO EXCESSIVE NUMBERS,
PLEASE SEE
LIST ATTACHED TO APPLICATION.

Sheet 2 of 10

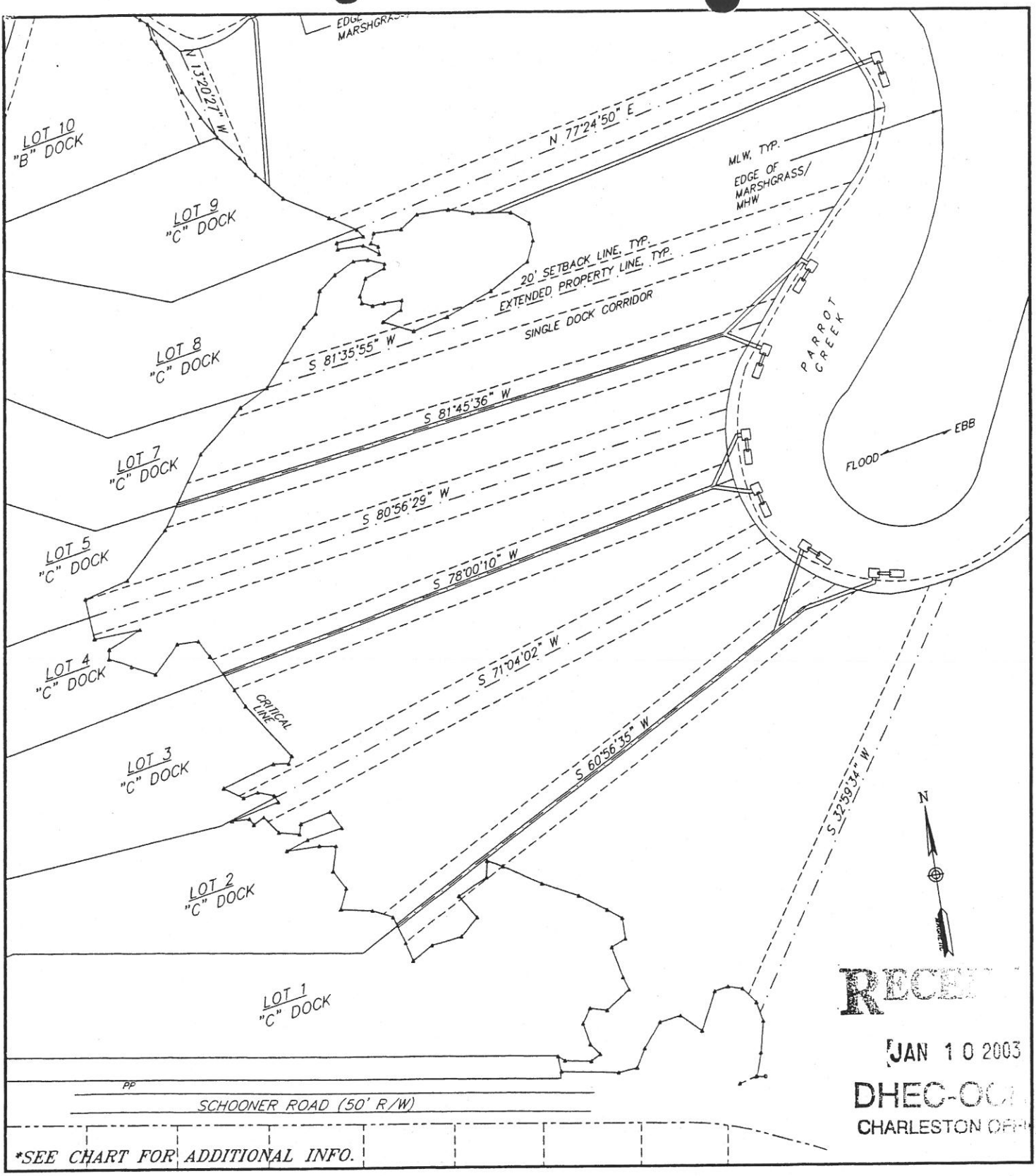
LOT #	DISTANCE FROM DOCK EDGE TO EXTENDED PROPERTY LINE (20' SETBACK INCL. IN DISTANCE)	PROPERTY WIDTH AT CRITICAL LINE	DOCK CORRIDOR WIDTH AT WATER'S EDGE
1	21' UPSTREAM, 49' DOWNSTREAM	348'	133'
2	22' UPSTREAM, 34' DOWNSTREAM	131'	92'
3	24' UPSTREAM, 22' DOWNSTREAM	152'	77'
4	26' UPSTREAM, 21' DOWNSTREAM	113'	79'
5	49' UPSTREAM, 21' DOWNSTREAM	89'	104'
6	N/A	N/A	N/A
7	82' UPSTREAM, 29' DOWNSTREAM	164'	151'
8	46' UPSTREAM, 107' DOWNSTREAM	200'	211'
9	1,420' UPSTREAM, 57' DOWNSTREAM	186'	1,486'
10	33' UPSTREAM, 45' DOWNSTREAM	232'	103'
11	933' UPSTREAM, 36' DOWNSTREAM	328'	1,003'
12	20' UPSTREAM, 20' DOWNSTREAM	235'	77'
13	20' UPSTREAM, 20' DOWNSTREAM	104'	76'
14	2,445' UPSTREAM, 24' DOWNSTREAM	212'	2,500'
15	36' UPSTREAM, 28' DOWNSTREAM	134'	129'
16	20' UPSTREAM, 20' DOWNSTREAM	115'	85'
17	26' UPSTREAM, 58' DOWNSTREAM	178'	115'
18	79' UPSTREAM, 20' DOWNSTREAM	150'	123'
19	55' UPSTREAM, 44' DOWNSTREAM	132'	210'
20	89' UPSTREAM, 27' DOWNSTREAM	169'	213'
21	449' UPSTREAM, 44' DOWNSTREAM	133'	515'
22	21' UPSTREAM, 78' DOWNSTREAM	125'	117'
23	35' UPSTREAM, 20' DOWNSTREAM	341'	87'
24	82' UPSTREAM, 585' DOWNSTREAM	408'	697'
25	28' UPSTREAM, 107' DOWNSTREAM	126'	162'
26	30' UPSTREAM, 23' DOWNSTREAM	111'	86'
27	60' UPSTREAM, 26' DOWNSTREAM	120'	115'
28	38' UPSTREAM, 49' DOWNSTREAM	117'	114'

DATE: 9.12.02
SCALE: N.T.S.
ADJACENT PROPERTY OWNERS:
DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

PARCEL #: 452.00.00.002
COUNTY: CHARLESTON
LOCATION: END OF CREEKSIDE DR., PARROT POINTE, SEABROOK ISLAND

APPLICANT: FORD DEVELOPMENT CORPORATION
ACTIVITY: PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT

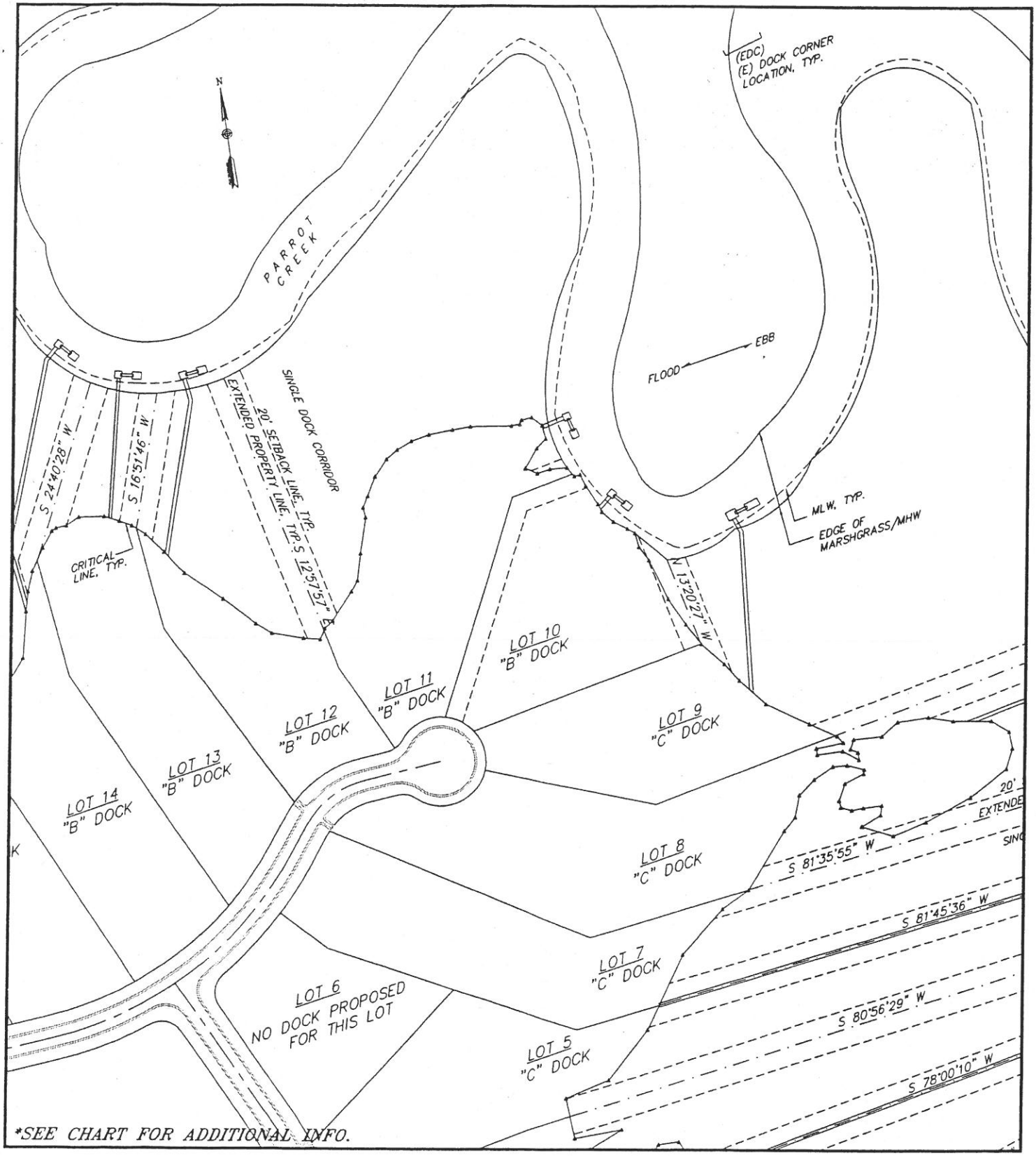
0000548



RECEIVED
JAN 10 2003
DHEC-OCRM
CHARLESTON OFFICE

APPLICANT: FORD DEVELOPMENT CORPORATION *ACTIVITY:* PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	*PARCEL #:* 452.00.00.002 *COUNTY* CHARLESTON *LOCATION:* END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	*DATE:* 1.09.03 *SCALE:* 1"=150' *LOTS:* 1-8 *ADJACENT PROPERTY OWNERS:* DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

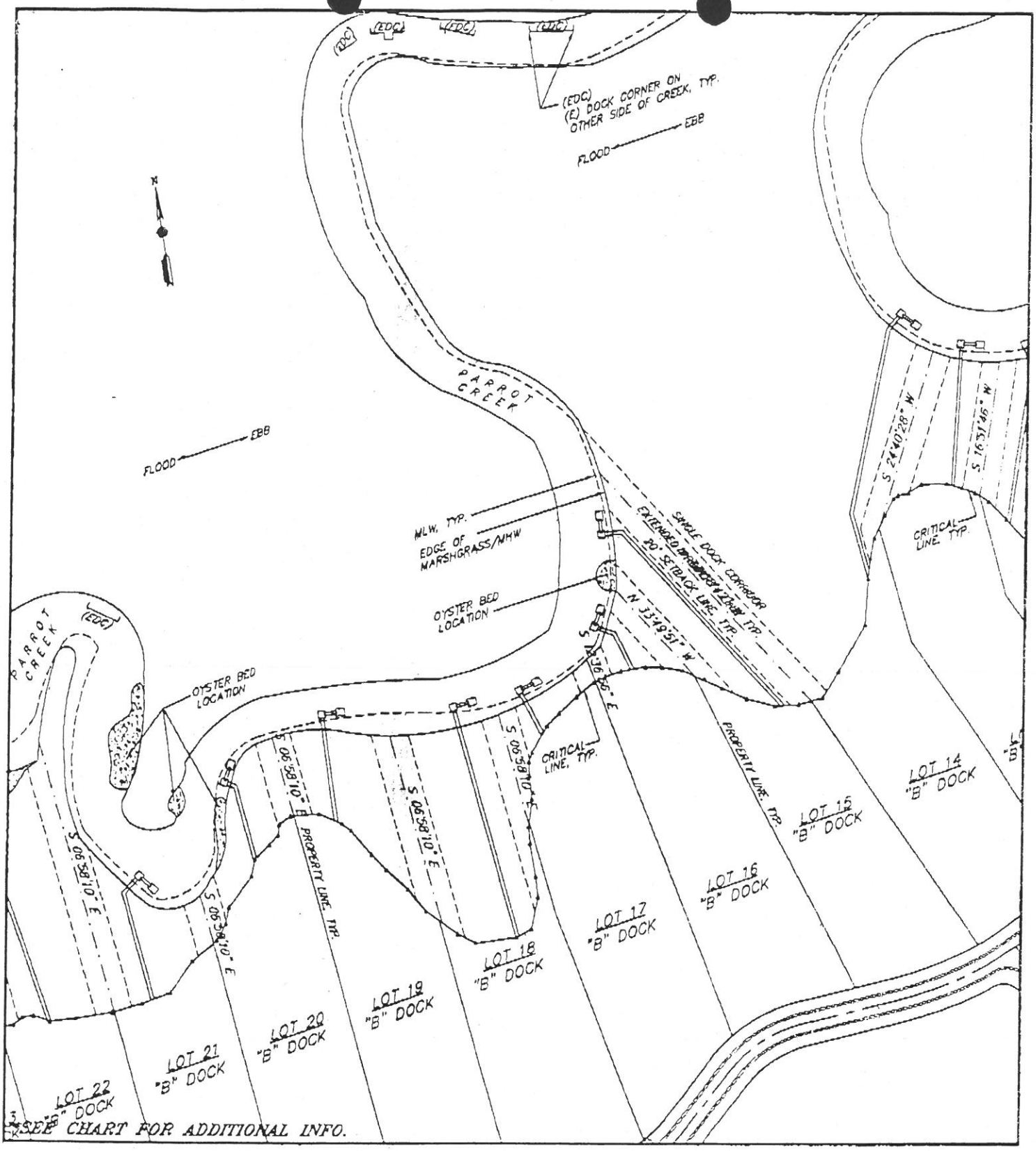
ATTACHMENT A 1/17/03 PAGE 1



APPLICANT:	PARCEL #:	COUNTY	DATE:	SCALE:	LOTS:
FORD DEVELOPMENT CORPORATION	452.00.00.002	CHARLESTON	1.09.03	1"=150'	9-13
ACTIVITY:	LOCATION:		ADJACENT PROPERTY OWNERS:		
PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND		DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.		

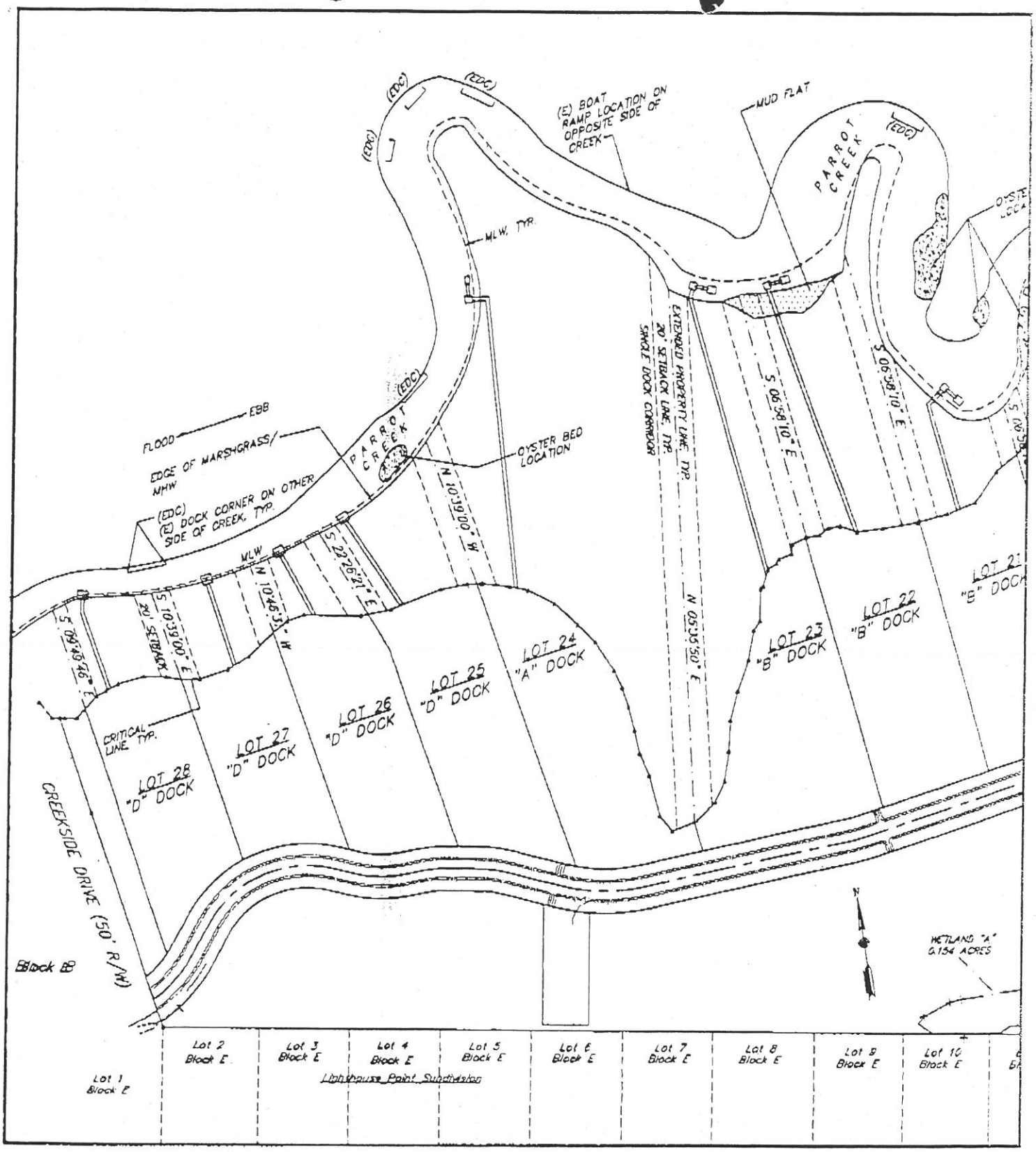
ATTACHMENT A 1/17/03 PAGE 2

000550



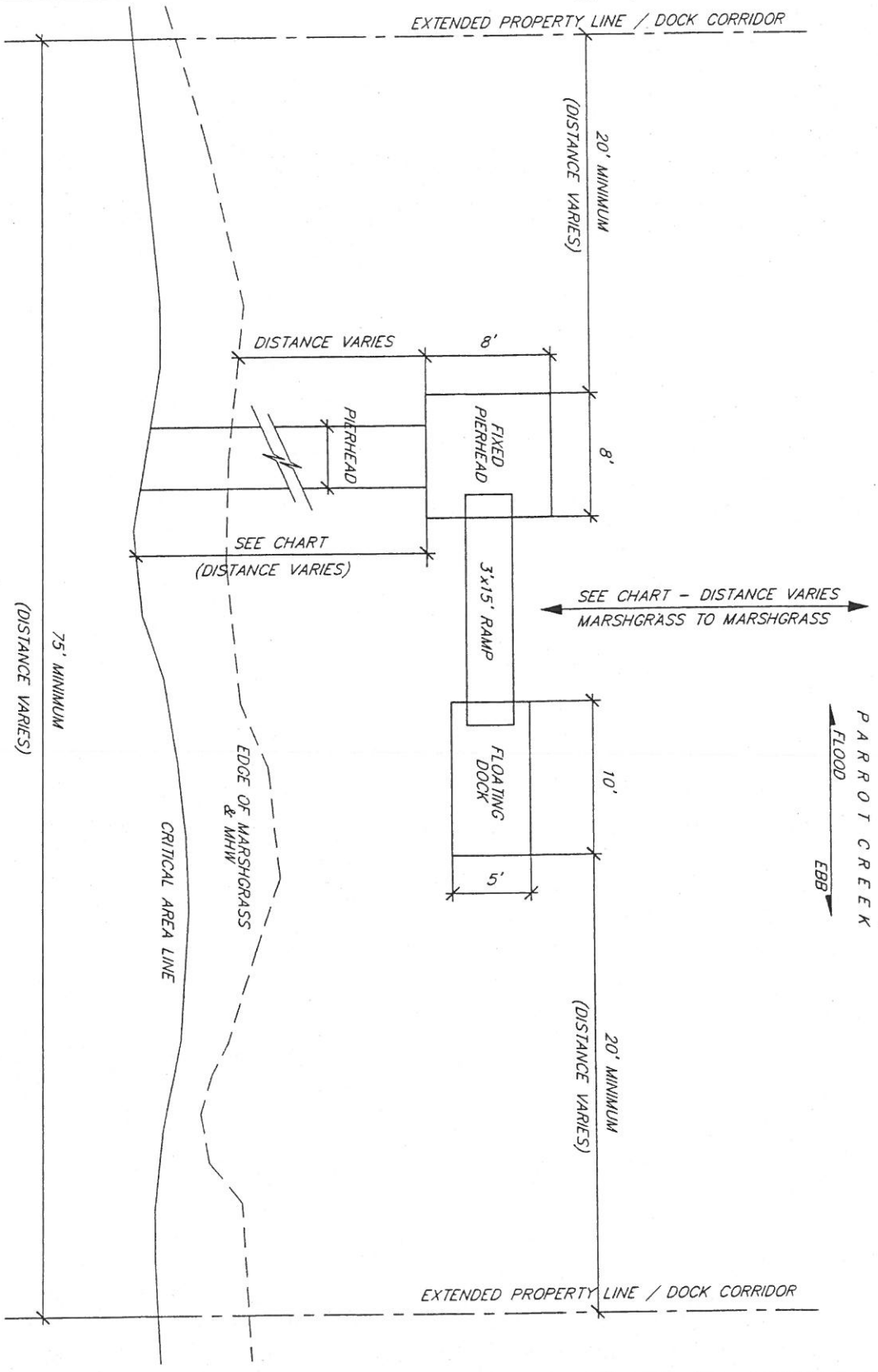
APPLICANT:	PARCEL #:	COUNTY	DATE:	SCALE:	LOTS:
FORD DEVELOPMENT CORPORATION	452.00.00.002	CHARLESTON	1.21.03	1"=150'	14-21
ACTIVITY:	LOCATION:		ADJACENT PROPERTY OWNERS:		
PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND		DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.		

ATTACHMENT A 1/17/03 PAGE 3



APPLICANT:	PARCEL #:	COUNTY	DATE:	SCALE:	LOTS:
FORD DEVELOPMENT CORPORATION	452.00.00.002	CHARLESTON	1.21.03	1"=150'	22-28
ACTIVITY:	LOCATION:		ADJACENT PROPERTY OWNERS:		
PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND		DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.		

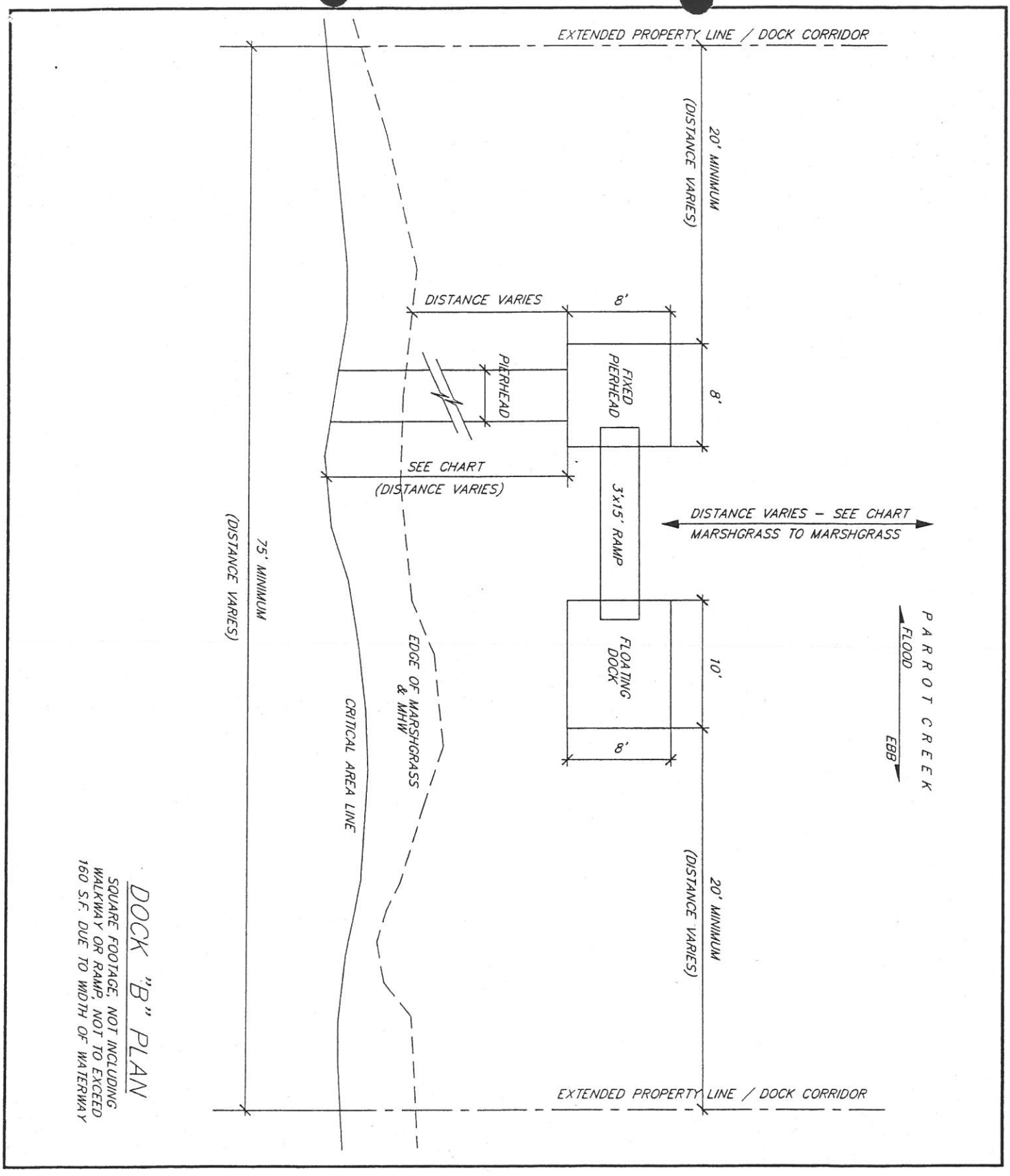
1/17/03 ATTACHMENT A 000552 PAGE 4



DOCK "A" PLAN

SQUARE FOOTAGE, NOT INCLUDING WALKWAY OR RAMP, NOT TO EXCEED 120 S.F. DUE TO WIDTH OF WATERWAY

APPLICANT: FORD DEVELOPMENT CORPORATION	PARCEL #: 452.00.00.002 COUNTY: CHARLESTON	DATE: 1.09.03 SCALE: N.T.S.
ACTIVITY: PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

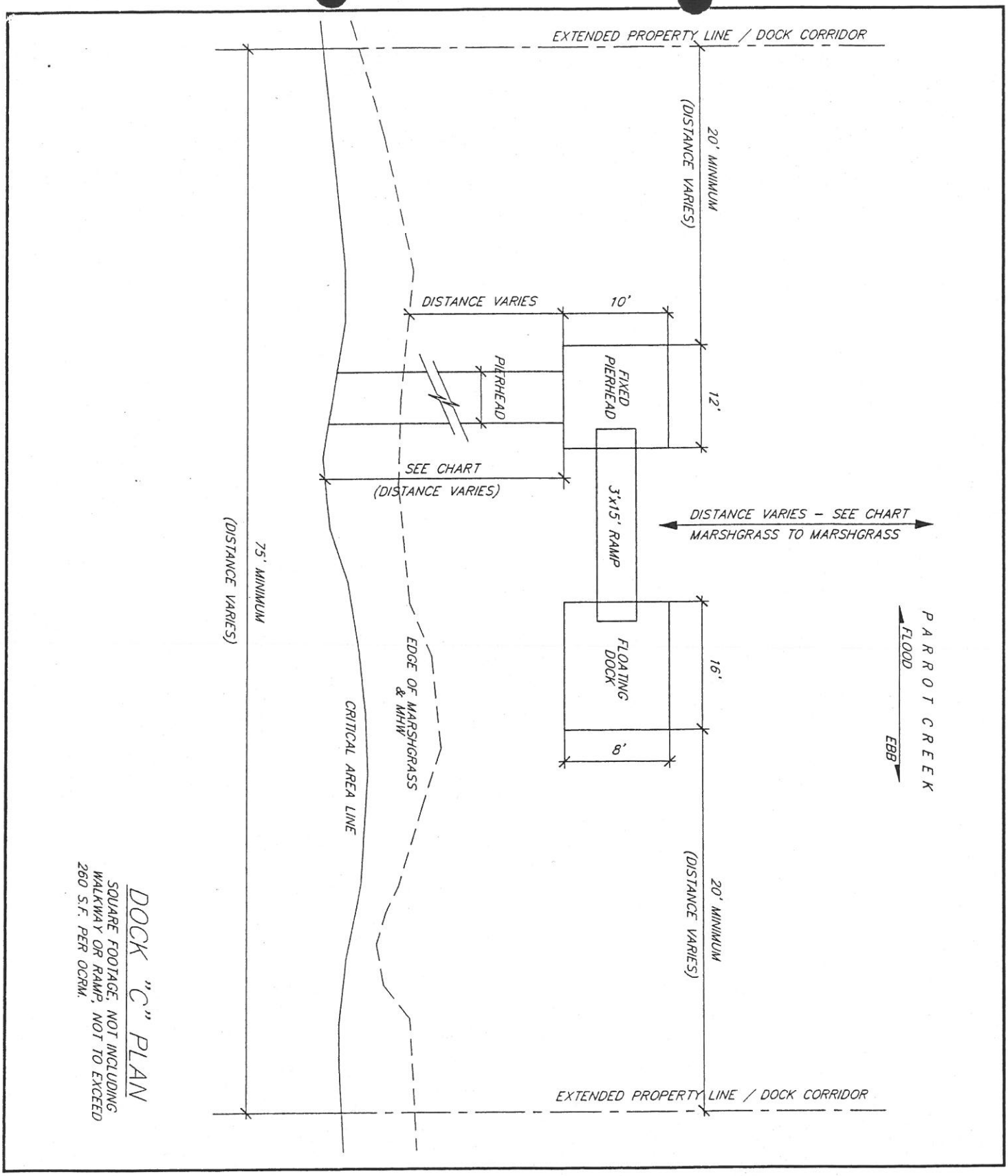


DOCK "B" PLAN

SQUARE FOOTAGE, NOT INCLUDING WALKWAY OR RAMP, NOT TO EXCEED 160 S.F. DUE TO WIDTH OF WATERWAY

APPLICANT: FORD DEVELOPMENT CORPORATION	PARCEL #: 452.00.00.002 COUNTY: CHARLESTON	DATE: 1.09.03 SCALE: N.T.S.
ACTIVITY: PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

ATTACHMENT A 1/17/03 PAGE 6

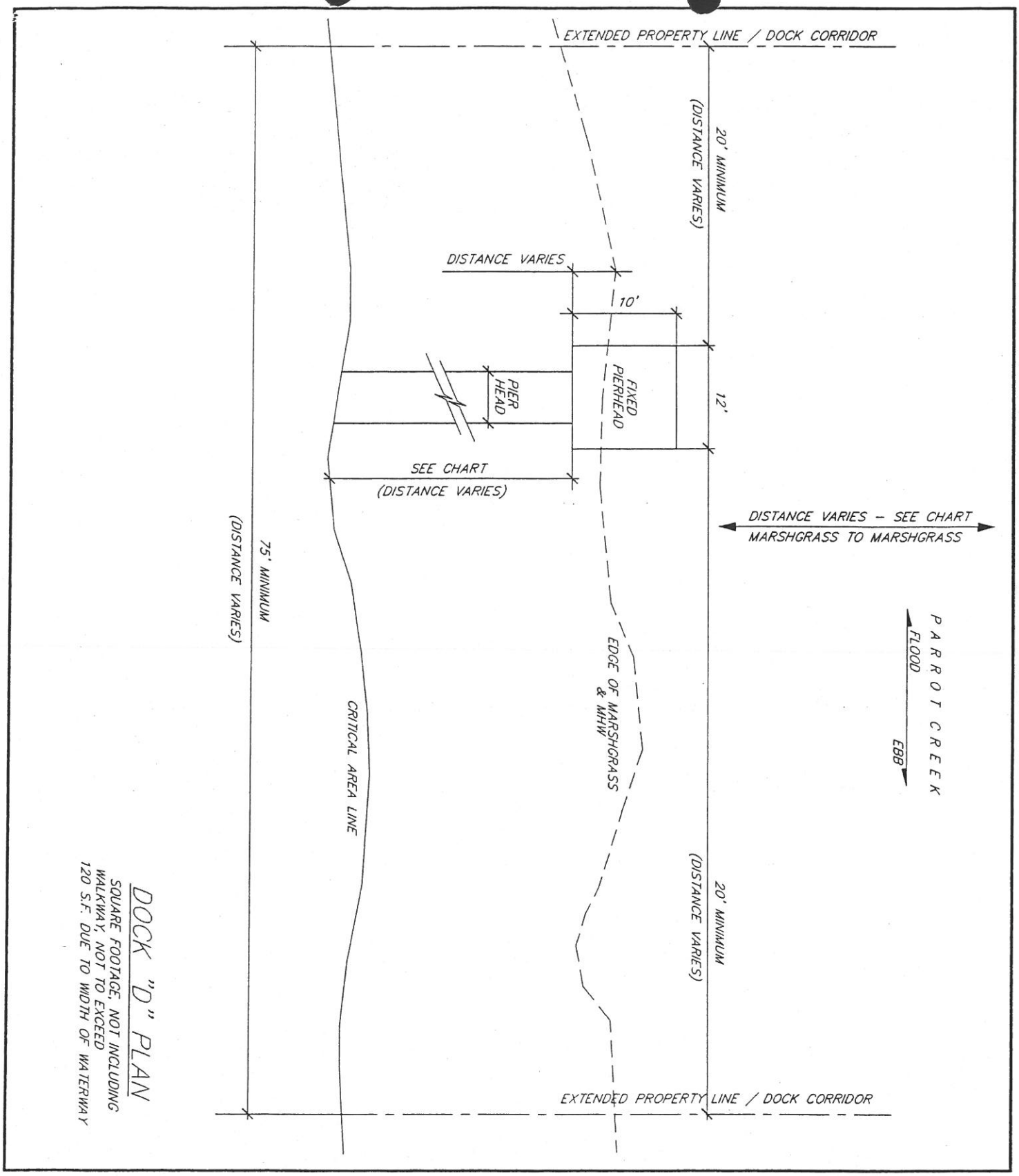


DOCK "C" PLAN

SQUARE FOOTAGE, NOT INCLUDING WALKWAY OR RAMP, NOT TO EXCEED 260 S.F. PER OCRM.

APPLICANT: FORD DEVELOPMENT CORPORATION	PARCEL #: 452.00.00.002 COUNTY CHARLESTON	DATE: 1.09.03 SCALE: N.T.S.
ACTIVITY: PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

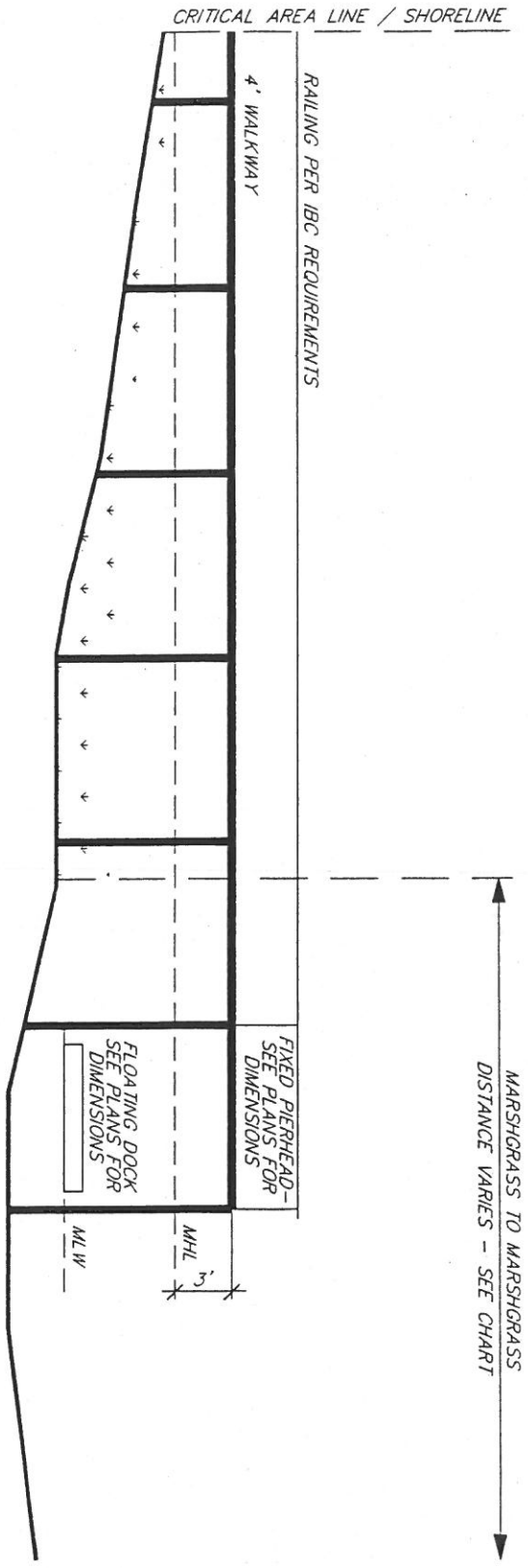
ATTACHMENT A 1/17/03 PAGE 1



DOCK "D" PLAN

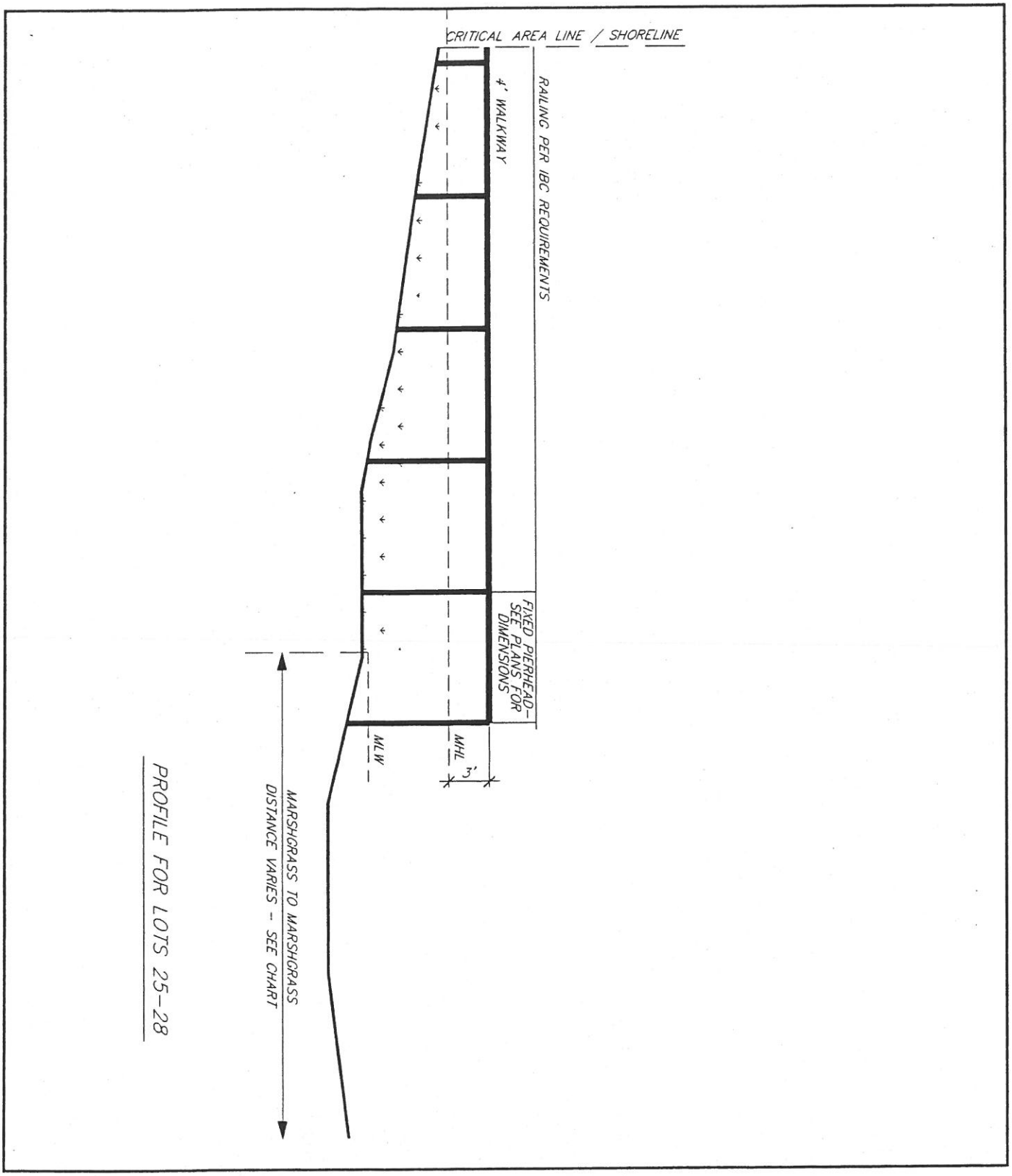
SQUARE FOOTAGE, NOT INCLUDING WALKWAY, NOT TO EXCEED 120 S.F. DUE TO WIDTH OF WATERWAY

APPLICANT: FORD DEVELOPMENT CORPORATION	PARCEL #: 452.00.00.002 COUNTY: CHARLESTON	DATE: 1.09.03 SCALE: N.T.S.
ACTIVITY: PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.



PROFILE FOR LOTS 1-24

APPLICANT: FORD DEVELOPMENT CORPORATION ACTIVITY: PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	PARCEL #: 452.00.00.002 COUNTY CHARLESTON LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	DATE: 1.09.03 SCALE: N.T.S. ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.



PROFILE FOR LOTS 25-28

APPLICANT: FORD DEVELOPMENT CORPORATION	PARCEL #: 452.00.00.002 COUNTY CHARLESTON	DATE: 1.09.03 SCALE: N.T.S.
ACTIVITY: PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

ATTACHMENT A 1/17/03 PAGE 1

LOT #	DISTANCE FROM DOCK EDGE TO EXTENDED PROPERTY LINE (20' SETBACK INCL. IN DISTANCE)	PROPERTY WIDTH AT CRITICAL LINE	DOCK CORRIDOR WIDTH AT WATER'S EDGE
1	35' UPSTREAM, 54' DOWNSTREAM	348'	133'
2	34' UPSTREAM, 22' DOWNSTREAM	131'	92'
3	20' UPSTREAM, 23' DOWNSTREAM	152'	77'
4	28' UPSTREAM, 20' DOWNSTREAM	113'	79'
5	22' UPSTREAM, 45' DOWNSTREAM	89'	104'
6	N/A	N/A	N/A
7	63' UPSTREAM, 49' DOWNSTREAM	164'	151'
8	46' UPSTREAM, 107' DOWNSTREAM	200'	211'
9	81' UPSTREAM, 1,351' DOWNSTREAM	186'	1,486'
10	33' UPSTREAM, 45' DOWNSTREAM	232'	103'
11	933' UPSTREAM, 36' DOWNSTREAM	328'	1,003'
12	20' UPSTREAM, 20' DOWNSTREAM	235'	77'
13	20' UPSTREAM, 20' DOWNSTREAM	104'	76'
14	2,445' UPSTREAM, 24' DOWNSTREAM	212'	2,500'
15	36' UPSTREAM, 28' DOWNSTREAM	134'	129'
16	20' UPSTREAM, 20' DOWNSTREAM	115'	85'
17	26' UPSTREAM, 58' DOWNSTREAM	178'	115'
18	79' UPSTREAM, 20' DOWNSTREAM	150'	123'
19	55' UPSTREAM, 44' DOWNSTREAM	132'	210'
20	89' UPSTREAM, 27' DOWNSTREAM	169'	213'
21	449' UPSTREAM, 44' DOWNSTREAM	133'	515'
22	21' UPSTREAM, 78' DOWNSTREAM	125'	117'
23	35' UPSTREAM, 20' DOWNSTREAM	341'	87'
24	82' UPSTREAM, 585' DOWNSTREAM	408'	697'
25	26' UPSTREAM, 121' DOWNSTREAM	126'	162'
26	30' UPSTREAM, 37' DOWNSTREAM	111'	86'
27	57' UPSTREAM, 45' DOWNSTREAM	120'	115'
28	30' UPSTREAM, 70' DOWNSTREAM	117'	114'

APPLICANT:
FORD DEVELOPMENT CORPORATION

ACTIVITY:
PRIVATE RECREATIONAL DOCK
GENERAL DOCK PERMIT

PARCEL #: 452.00.00.002
COUNTY: CHARLESTON

LOCATION:
END OF CREEKSIDE DR.,
PARROT POINT, JAMES ISLAND

DATE: 1.09.03
SCALE: N.T.S.

ADJACENT PROPERTY OWNERS:
DUE TO EXCESSIVE NUMBERS,
PLEASE SEE ATTACHED LIST.

ATTACHMENT A 1/12/03 PAGE 11

000559

LOT #	CREEK DEPTH @ LOW TIDE	LENGTH OF DOCK	WIDTH OF CREEK (MARSHGRASS TO MARSHGRASS)	COMMENTS
1	6.4'	651'	80'	TOTAL LENGTH OF DOCK INCL. SHARED WALKWAY
2	7.3'	620'	88'	TOTAL LENGTH OF DOCK INCL. SHARED WALKWAY
3	10'	617'	100'	TOTAL LENGTH OF DOCK INCL. SHARED WALKWAY
4	11.7'	643'	108'	TOTAL LENGTH OF DOCK INCL. SHARED WALKWAY
5	4.6'	672'	130'	TOTAL LENGTH OF DOCK INCL. SHARED WALKWAY
6	N/A	N/A	N/A	NO DOCK PROPOSED FOR THIS LOT.
7	4'	758'	125'	TOTAL LENGTH OF DOCK INCL. SHARED WALKWAY
8	10.6'	425'	80'	
9	6'	200'	80'	
10	9'	25'	56'	
11	7'	30'	76'	
12	4.9'	205'	59'	
13	5.8'	160'	60'	
14	5.6'	315'	57'	
15	7'	285'	58'	DOCK CORNER IS 28' AWAY FROM OYSTER BED EDGE.
16	3.2'	75'	60'	DOCK CORNER IS 20' AWAY FROM OYSTER BED EDGE.
17	4.5'	55'	57'	
18	3.7'	270'	59'	
19	3.5'	120'	51'	
20	4.5'	98'	51'	FLOAT TO BE PILE SUPPORTED.
21	4'	150'	84'	DOCK CORNER IS 65' AWAY FROM OYSTER BED EDGE.
22	5.2'	315'	94'	FLOAT TO BE PILE SUPPORTED.
23	2.5'	345'	85'	FLOAT TO BE PILE SUPPORTED.
24	3.2'	340'	42'	26' AWAY FROM DOCK AT CLOSEST CORNERS
25	1.4'	130'	53'	FIXED PIERHEAD ONLY- NO FLOAT.
26	1.6'	90'	40'	FIXED PIERHEAD ONLY- NO FLOAT.
27	3.5'	115'	35'	FIXED PIERHEAD ONLY- NO FLOAT.
28	1.4'	125'	31'	FIXED PIERHEAD ONLY- NO FLOAT.

APPLICANT:
FORD DEVELOPMENT CORPORATION

ACTIVITY:
PRIVATE RECREATIONAL DOCK
GENERAL DOCK PERMIT

PARCEL #:
452.00.00.002

COUNTY
CHARLESTON

LOCATION:
END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND

DATE:
1.21.03

SCALE:
N.T.S.

ADJACENT PROPERTY OWNERS:
DUE TO EXCESSIVE NUMBERS, PLEASE SEE ATTACHED LIST.

ATTACHMENT A

PAGE 12

000560

11/14/02

JAN. 22. 2003 3:34PM IRI ENGINEERING NO. 113 P. 4

TRICO

ENGINEERING CONSULTANTS, INC.

Civil Engineering

Surveying

Landscape Architecture

Wetland Consulting

Land Planning

Structural Engineering

RECEIVED
AUG 16 2004
CHARLESTON OFFICE

August 13, 2004

Mr. Curtis Joyner
SC Department of Health and Environmental Control
Office of Ocean and Coastal Resource Management
1362 McMillan Avenue, Suite 400
Charleston, SC 29405

Re: Ford Development Corporation
P/N # 2002-1E-322
Trico Project # 00-039

Mr. Joyner,

The owner of Lot 9, Belle Terre Subdivision, is interested in modifying the referenced dock permit. The fixed pier on the current configuration (see attached drawing) is across the back lot line of the adjacent property, Lot 10 and obstructs the view from that lot. We would like to locate the fixed pier parallel to the extended property line between Lots 9 and 10. The dock configuration will remain the same.

If you have questions, please do not hesitate to call. Thank you for your assistance.

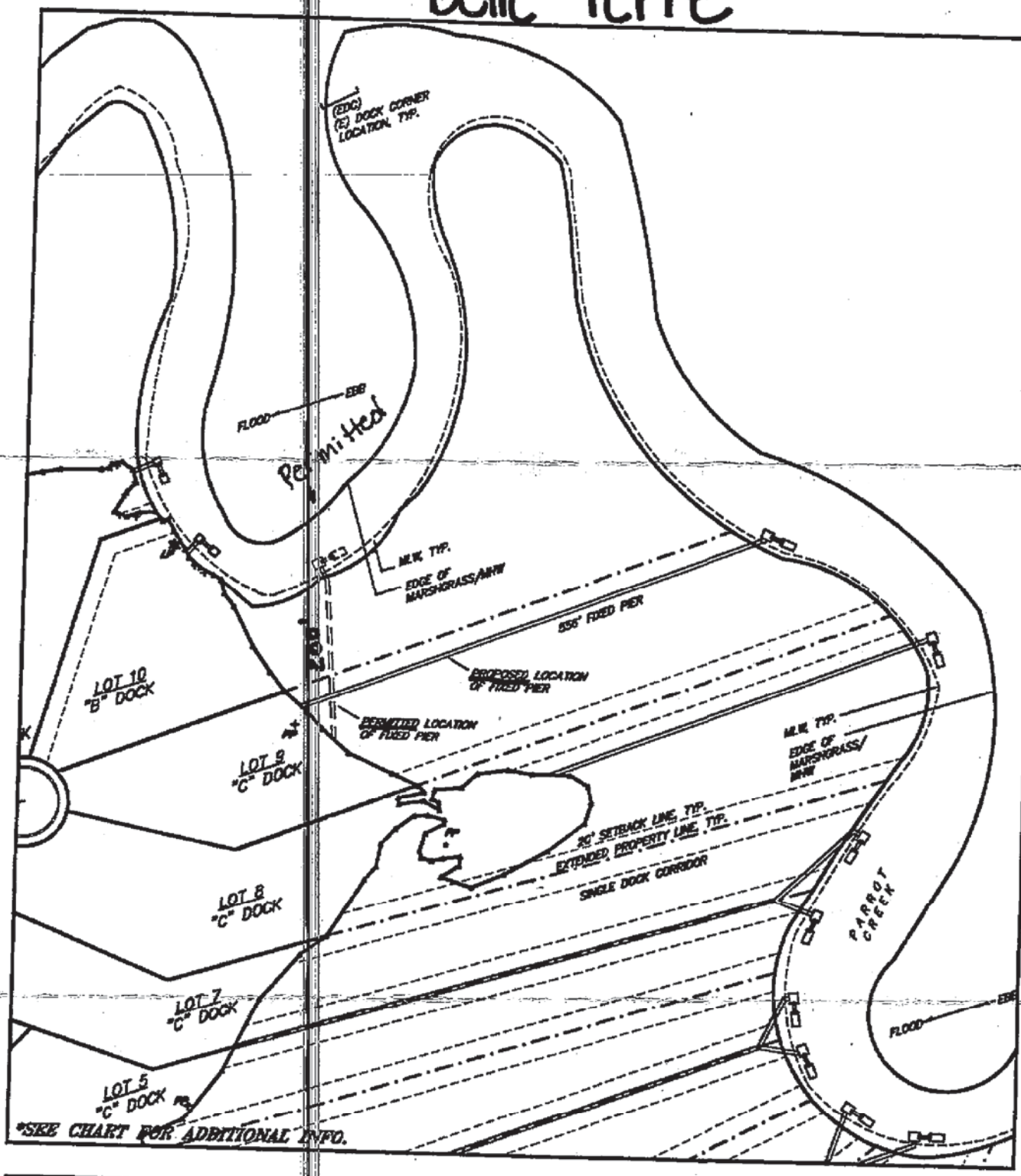
Sincerely,

Trico Engineering Consultants, Inc.

James K. Van Ness, III, P.E.
Structural Engineering Manager

4425 Belle Oaks Drive Charleston, SC 29405 Tele: 843.740.7700 Fax: 843.740.7707
http://tricoengineering.com Info@tricoengineering.com

Belle Terre



APPLICANT: FORD DEVELOPMENT CORPORATION	PARCEL #: 452.00.00.002 COUNTY CHARLESTON	DATE: 8.13.04 SCALE: 1"=160' LOT: 9
ACTIVITY: PRIVATE RECREATIONAL DOCK GENERAL DOCK PERMIT	LOCATION: END OF CREEKSIDE DR., PARROT POINT, JAMES ISLAND	ADJACENT PROPERTY OWNERS: DUE TO EXCESSIVE NUMBERS, PLEASE SEE LIST.

LOT 9 = 2002-1E-322P [Lot 9 Amendment]

pserver\jobs\2000\00-039 Parrot Point Docks\Civil\00-039dockcorr5BbaseELIZ.dwg, Layout4 mod, 08/13/2004 01:23:57 PM, ivanness

9/2004

D H E C
PROMOTE PROTECT PROSPER

Office of Ocean and Coastal Resource Management

1362 McMillan Avenue, Suite 400
Charleston, SC 29405
843-744-5838 FAX 843-744-5847

December 13, 2004

Ford Development Corporation
C/o Trico Engineering, Attn: Clive Gillette
4425 Belle Oaks Drive
Charleston, S. C. 29405

Re: P/N# 2002-1E-322-P
Lot 9 Parrot Point
James Island, South Carolina
Charleston County

Dear Mr. Gillette:

In accordance with the provisions of the 1977 Coastal Zone Management Act, S.C. Code Ann. Sections 48-39-10 *et seq.*, a review of your permit application has been completed. The work, as proposed was to realign and extend the previously authorized dock.

The Office of Ocean and Coastal Resource Management (OCRM), through its Permitting staff, has determined this request should be denied.

After careful review, staff has decided to deny the amendment to change the dock alignment. The utility of the dock is identical at either location and the currently permitted location was specifically authorized at the least damaging environmental alignment, which must be considered under Regulation 30-12(A)(2)(p). DHEC-OCRM Staff has previously interpreted this Regulation to mean that "shorter is better" and at the current alignment this dock is 356' less than the requested length. Secondly, the current alignment is located within the approved dock corridor as identified by the approved Dock Master Plan for Parrot Point. The corridor encompasses the entire spectrum of the frontage for lot #9 including both the approved alignment and the preferred alignment. In that regard, this amendment request is not in keeping with Regulation 30-12(A)(3)(b), which governs disposition of this amendment request and provides that "amendments to the general permit must be in keeping with the spirit of the original dock master plan to the maximum extent feasible". It is staff opinion that maintaining the 'spirit' or 'intent' of the dock master plan and general permit is to retain the original alignment. Furthermore, improved navigation will not occur at the preferred site as it is similar to the authorized site, therefore the reason to relocate the dock must be to move it away from lot 10. For this, Staff considered 30-11(B)(10) and determined the proposed use will not negatively affect the value and enjoyment of the adjacent owner because the use would be identical at the authorized alignment as the preferred alignment. This Regulation asks OCRM to consider how the proposed use could affect the value and enjoyment a person (or persons) may derive with the property in this situation. It does not ask OCRM to consider perceived devaluation of property. In any event, this would be difficult to answer since the developer still retains ownership of the lot.

Therefore given these reasons this request must be denied.

The following is a list of specific references from the Coastal Zone Management Act and the Office of Ocean and Coastal Resource Management's Regulations that the staff relied upon in denying your permit:

Sections 48-39-30 (A), (B)(1) and (B)(2): (Legislature's policies for permitting structures in the critical area);

Regulation 30-11(B)(10): The extent to which the proposed use could affect the value and enjoyment of adjacent owners.

Regulation 30-12(A)(2)(d): Docks and piers should use the least environmentally damaging alignment

Regulation 30-12(A)(2)(p): No docks or pierheads or other associated structures should normally be allowed to be built closer than 20 feet from extended property lines with the exception of common docks shared by two adjoining property owners. However, the Department may allow construction closer than 20 feet or over extended property lines where there is no material harm to the policies of the Act.

Regulation 30-12(3)(b): Amendments to the general permit must be in keeping with the spirit of the original plan to the maximum extent feasible.

Any applicant having a permit request denied or any person adversely affected by the granting of a permit has the right to appeal the agency's decision to the South Carolina Administrative Law Court pursuant to 23A S.C. Code Ann. Regs. 30-6 (Supp. 2003). Any applicant having a permit denied may challenge the validity of any or all reasons given for denial. Should you wish to appeal this decision, written notice of your intent to appeal must be filed with OCRM within thirty (30) days of receipt of this letter. Pursuant to the Rules of the Administrative Law Court, the Court requires a $250.00 filing fee to be submitted with a written request for an appeal of a final staff decision. The written request for an appeal must be filed with OCRM and a copy of the request, with the $250.00 fee, sent directly to the Administrative Law Court at P.O. Box 11667, Columbia, SC, 29211. The Administrative Law Court will not process the appeal unless the fee is submitted to them.

If you would like a copy of the Coastal Zone Management Act or OCRM's Regulations please contact this office or one of our regional offices (Myrtle Beach at 626-7217 or Beaufort at 846-9400 or Columbia 803-737-0880). If I can be of any further assistance, please do not hesitate to call.

Sincerely,

Curtis M. Joyner
Manager, Critical Area Permitting

Cc: Richard Chinnis
Ms. Leslie Riley
Ms. Tess Rodgers
Ms. Mary Shahid, McNair Law Firm

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLE TERRE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLE TERRE is made this 25 day of January, 2005, by PARROT POINT, LLC, a South Carolina limited liability company (hereinafter referred to as "Declarant").

WITNESSETH THAT:

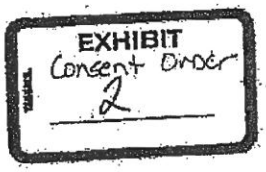
WHEREAS, Declarant executed the Declaration of Covenants, Conditions and Restrictions for Belle Terre ("Declaration") on the 11th day of January, 2005, and recorded said Declaration in the RMC Office for Charleston County on January 11th, 2005, at Book E-522, Page 561; and,

WHEREAS, Section 3.2 of the Declaration provided certain covenants with regard to the issuance of dock permits and construction of docks; and,

WHEREAS, as a condition for settlement embodied in the Consent Order of Dismissal submitted to the Administrative Law Court ("ALC") in the contested case entitled, Ford Development Corporation vs. South Carolina Department of Health and Environmental Control, Docket No. 05-ALJ-____-CC, Declarant agreed to revise Section 3.2 to provide additional notification to owners as to the process for obtaining amendments or revisions to dock permits issued for the property; and,

WHEREAS, Section 9.2 of the Declaration authorizes Declarant to amend this Declaration to bring any provision of this Declaration into compliance or conformity with the provisions of any judicial determination which is in conflict with this Declaration.

NOW THEREFORE, Declarant hereby amends the Declaration by deleting, in its entirety, Section 3.2 and replacing it with the following amendment:



3.2. DOCK PERMITS

Portions of the Property have frontage on Parrot Creek and its tributaries. The South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management ("OCRM") and the United States Army Corps of Engineers ("USACOE") have issued Permits to Ford Development Corporation, Permit Numbers 2002-1E-316-P through 2002-1E-341-P and 2002-1E-434-P, issued by OCRM on January 21, 2003, and valid until January 21, 2008, and issued by the USACOE on June 22, 2004, and valid until June 30, 2009 for approved docks for the 27 waterfront lots in Belle Terre. The OCRM General Permit is attached Exhibit "C" to the Declaration and is incorporated herein by reference. The approvals provided by the USAOE are identical to the authorization provided in the OCRM General Permit. Any revisions to the location of and design for these permitted docks are subject to review and approval by OCRM and the Architectural Control Committee, to which information relating to revisions of a permitted dock must be submitted at the expense of the Owner of a Lot. Declarant and its Affiliates do not represent or warrant that any revisions to a permit for a dock for any Lot will be approved, other than requests for handrails, roofs, or boatlifts. Revisions other than requests for handrails, roofs, or boatlifts will be denied unless there have been material and substantial changes to Parrot Creek or the Belle Terre property since the time of issuance of the OCRM General Permit. Further, in no instance will a request for permit amendment be entertained, other than requests for handrails, roofs, or boatlifts, if such request is inconsistent with the spirit and intent of the General Permit. Therefore, Declarant and its Affiliates hereby provide notice that an Owner must show either 1) material and substantial changes to Parrot Creek or the Belle Terre property or 2) consistency with the spirit and intent of the original General Permit, for any permit revisions or amendments other than requests for handrails, roofs, or boatlifts.

Lots 1 and 2, 3 and 4, and 5 and 7, are permitted for separate docks utilizing shared walkways. Each said Owner shall be responsible for one-half (1/2) of the cost of its shared walkway (as determined and administered by Declarant in its sole discretion).

Except as amended herein, all other terms and conditions of the Declaration shall remain and be the same.

IN WITNESS WHEREOF, Declarant has executed this First Amended Declaration this 25 day of January, 2005.

PARROT POINT, LLC

WITNESS:

BY: Parrot Point, LLC
J. Stanley Boone, Jr.
ITS: Attorney in Fact

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON ACKNOWLEDGEMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that PARROT POINT, LLC by its Attorney in Fact personally appeared before me this day and acknowledged the due execution of the foregoing Declaration.

Witness my hand and official seal this 25th day of January, 2005.

(SEAL)
Notary Public for South Carolina
My commission expires: 1/17/13

D H E C

PROMOTE PROTECT PROSPER

Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

October 03, 2014

RECEIVED

OCT 07 2014

DHEC - OCRM
CHARLESTON OFFICE

Brent Patterson
627 Parrot Point Dr.
Charleston, SC 29412

SEE SPECIAL CONDITIONS(S)

Re: P/N# 2002-1E-322-P

Dear Mr. Patterson:

The above referenced permit has been amended to authorize the addition of a roof over the fixed pierhead and a 12.5' x 12.5' four pile boatlift floodside of the pierhead.

This amendment is made a part of your permit and is subject to the full terms of the permit as issued.

Provided that 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.

This letter does not relieve you of the responsibility of acquiring any other applicable federal or local permits that may be required. Any person adversely affected by this action has the right to appeal as outlined in the enclosed "Guide to Board Review."

The construction placard must be posted conspicuously on site during authorized activities. If you do not possess a current placard, a new one must be obtained prior to start of construction.

Please sign the attached copy of this letter indicating your acceptance of these terms and return the signed copy to:

DHEC-OCRM
1362 McMillan Ave, Suite 400
Charleston, SC 29405

If this amendment letter is not signed and returned within thirty (30) days of issuance, *OR* appealed as described on the enclosed "Notice of Appeal Procedure", the Department reserves the right to cancel this permit amendment. Please carefully review the enclosed "Guide to Board Review" for information and deadlines for appealing this permit amendment.

Sincerely,

David J. Thompson
Wetland Section Project Manager

Permittee

10-5-14
Date

Enclosure

cc: Mr. Blair Williams, Section Manager
Robert Frank Surveying

RECEIVED
OCT 07 2014
DHEC - OCRM
CHARLESTON OFFICE

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 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. RFRs will not be accepted after 5:00 p.m.
2. 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; and
   - a copy of the decision for which review is requested.
3. RFRs should be filed 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

   SEE SPECIAL CONDITIONS(S)

   Alternatively, RFR's may be filed with the Clerk by facsimile (803-898-3393) or by electronic mail (boardclerk@dhec.sc.gov).

4. The filing fee may be paid by cash, check or credit card and must be received by the 15th day.
5. If there is any perceived discrepancy in compliance with this RFR filing procedure, 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. All personal and financial identifying information will be redacted from the RFR and accompanying documentation before the RFR is released to the Board, Department staff or the public.
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. The Clerk will email the RFR to staff and Office of General Counsel and request a Department Response within eight (8) working days. Upon receipt of the Department Response, the Clerk will forward the RFR and Department Response to all Board members for review, and all Board members will confirm receipt of the RFR to the Clerk by email. If a Board member does not confirm receipt of the RFR within a twenty-four (24) hour period, the Clerk will contact the Board member and confirm receipt. If a Board member believes the RFR should be considered by the RFR Committee, he or

RECEIVED
OCT 07 2014
DHEC - OCRM
CHARLESTON OFFICE

she will respond to the Clerk's email within forty-eight (48) hours and will request further review. If no Board member requests further review of the RFR within the forty-eight (48) 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 above end on a weekend or State holiday, the time is automatically extended to 5:00 p.m. on the next business day.

9. If the RFR is to be considered by the RFR Committee, the Clerk will notify the Presiding Member of the RFR Committee and the Chairman that further review is requested by the Board. RFR Committee meetings are open to the public and will be public noticed at least 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 request Department staff provide the Administrative Record.
3. The Clerk will send Notice of Final Review Conference to the parties at least ten (10) days before the Conference. The Conference will be publically noticed and 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 committee, include a copy of the Chairman's order appointing the committee; and
   - inform the Requestor of his or her right to request a transcript of the proceedings of the Conference prepared at Requestor's expense.
4. 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.

SEE SPECIAL CONDITIONS(S)

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 [10 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. [15 minutes] *NOTE: The burden of proof is on the Requestor(s)*
   - Rebuttal by Department staff [15 minutes]
   - Rebuttal by Requestor(s) [10 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 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 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.

RECEIVED
OCT 07 2014
DHEC - OCRM
CHARLESTON OFFICE

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

SEE SPECIAL CONDITIONS(S)

RECEIVED
OCT 07 2014
DHEC - OCRM
CHARLESTON OFFICE

SCDHEC- Office of Ocean and Coastal Resource Management

CONSTRUCTION AUTHORIZATION

Permittee/ Property Owner: **Jessica B Patterson**

Address of Permittee/ Property Owner: 627 Parrot Point Dr Charleston, SC 29412

Contractor's Name: Riverside Dock
(if none provided, then property owner name)

Contractor's License #: G-107584

Waterway: **Parrot Point Creek**

City: **James Island**

County: **Charleston**

Expiration Date: **October 30, 2015**

Permit Number: **2002-1E-322-P**

Date Issued: **October 30, 2014**

Location: **627 (Lot 9) Parrot Point, Belle Terre S/D**

Authorized Work: Private Dock as conditioned

E. J. Thompson
Project Manager

October 30, 2014
Date

> This Notice Must Be Conspicuously Displayed at the Work Site <

MLd
10-30-14

SCAN

DHEC PROMOTE PROTECT PROSPER	**INSPECTION REPORT FORM**	OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT 1362 MCMILLAN AVE. SUITE 400 CHARLESTON, SC 29405 TEL: 843-953-0200 FAX: 843-953-0201

Inspector: Joshua Hoke	Date Inspected: 12/30/2014
Property Owner: Brent Patterson	Purpose of Inspection: Compliance
Mailing Address: 627 Parrot Point Drive, Charleston SC 29412	
Site Address: 627 Parrot Point Drive, Charleston SC 29412	County: Charleston

Activity:

This was an As-Built drawing inspection of a private recreational dock with a 4'x146' walkway leading to a covered 10'x12' pierhead. A 3'x20' ramp lead to an 8'x16' floating dock on the ebbside of the pierhead. A 12.5'x11' four pile boat lift was located on the floodside of the pierhead.

Is the activity associated with a permit? ☑ Yes ☐ No	If yes, provide permit number: 2002-1E-322-P

Progress of Construction Activity: ☑ Completed ☐ Incomplete ☐ Not Started

If activity is not in compliance with the Act, Regs., or specified conditions of the permit, describe inconsistencies:

Was the property owner notified?
☑ Yes ☐ No

If Yes, when? Date: 12/30/2014	Time: 11:40 am
Attachments: ☑ Pictures ☐ Drawings	Other: TMS# 452-06-00-136 4 photos
Signature: Joshua Hoke Digitally signed by Joshua Hoke DN: cn=Joshua Hoke, o=OCRM, ou, email=hokejd@dhec.sc.gov, c=US Date: 2015.01.05 12:54:05 -05'00'	Date: 1/5/2015

DHEC 3916 (12/2012) SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

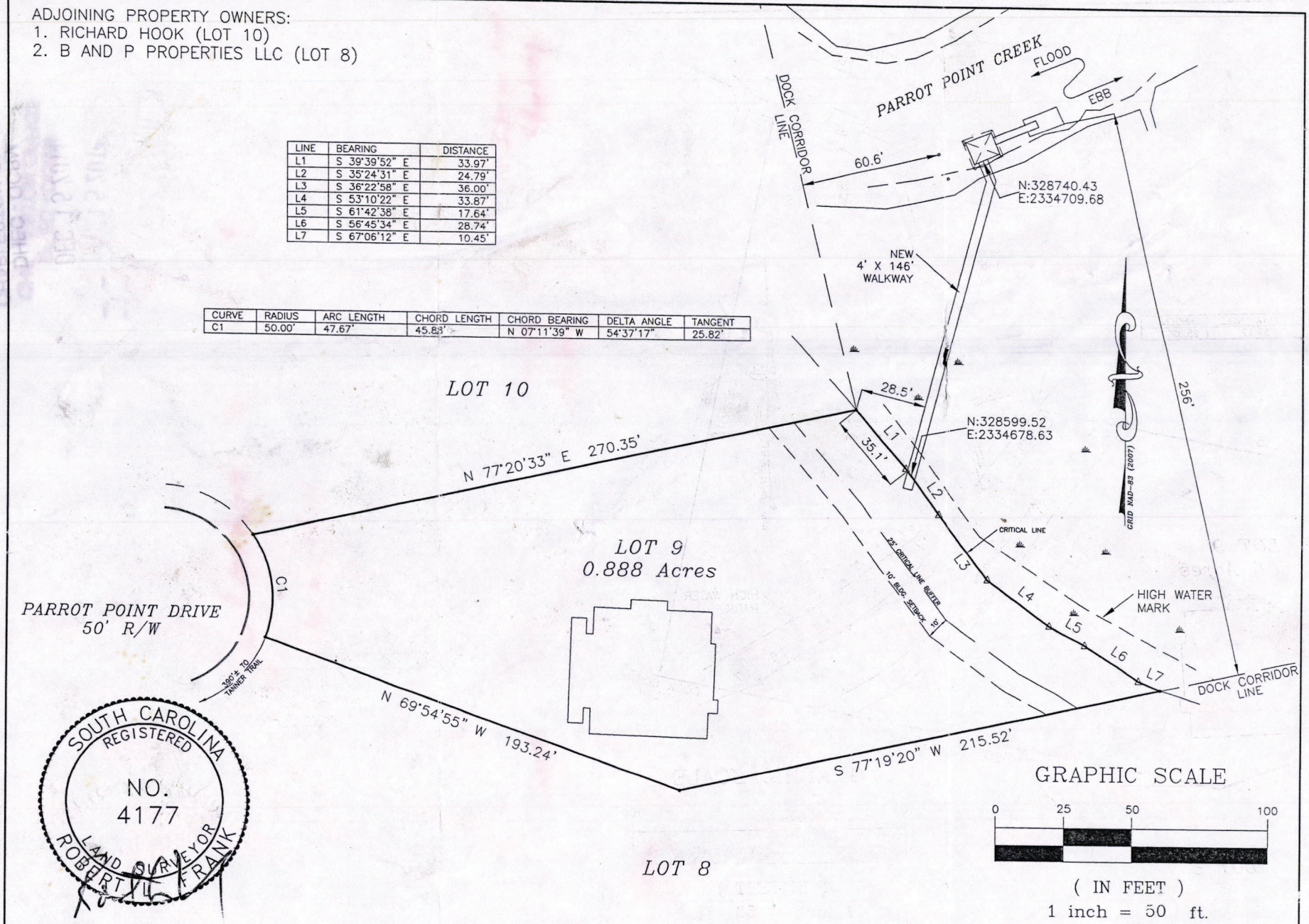
EXHIBIT 4

DHEC00087

ADJOINING PROPERTY OWNERS:
1. RICHARD HOOK (LOT 10)
2. B AND P PROPERTIES LLC (LOT 8)

LINE	BEARING	DISTANCE
L1	S 39°39'52" E	33.97'
L2	S 35°24'31" E	24.79'
L3	S 36°22'58" E	36.00'
L4	S 53°10'22" E	33.87'
L5	S 61°42'38" E	17.64'
L6	S 56°45'34" E	28.74'
L7	S 67°06'12" E	10.45'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	47.67'	45.83'	N 07°11'39" W	54°37'17"	25.82'



SOUTH CAROLINA REGISTERED NO. 4177 LAND SURVEYOR ROBERT L. FRANK

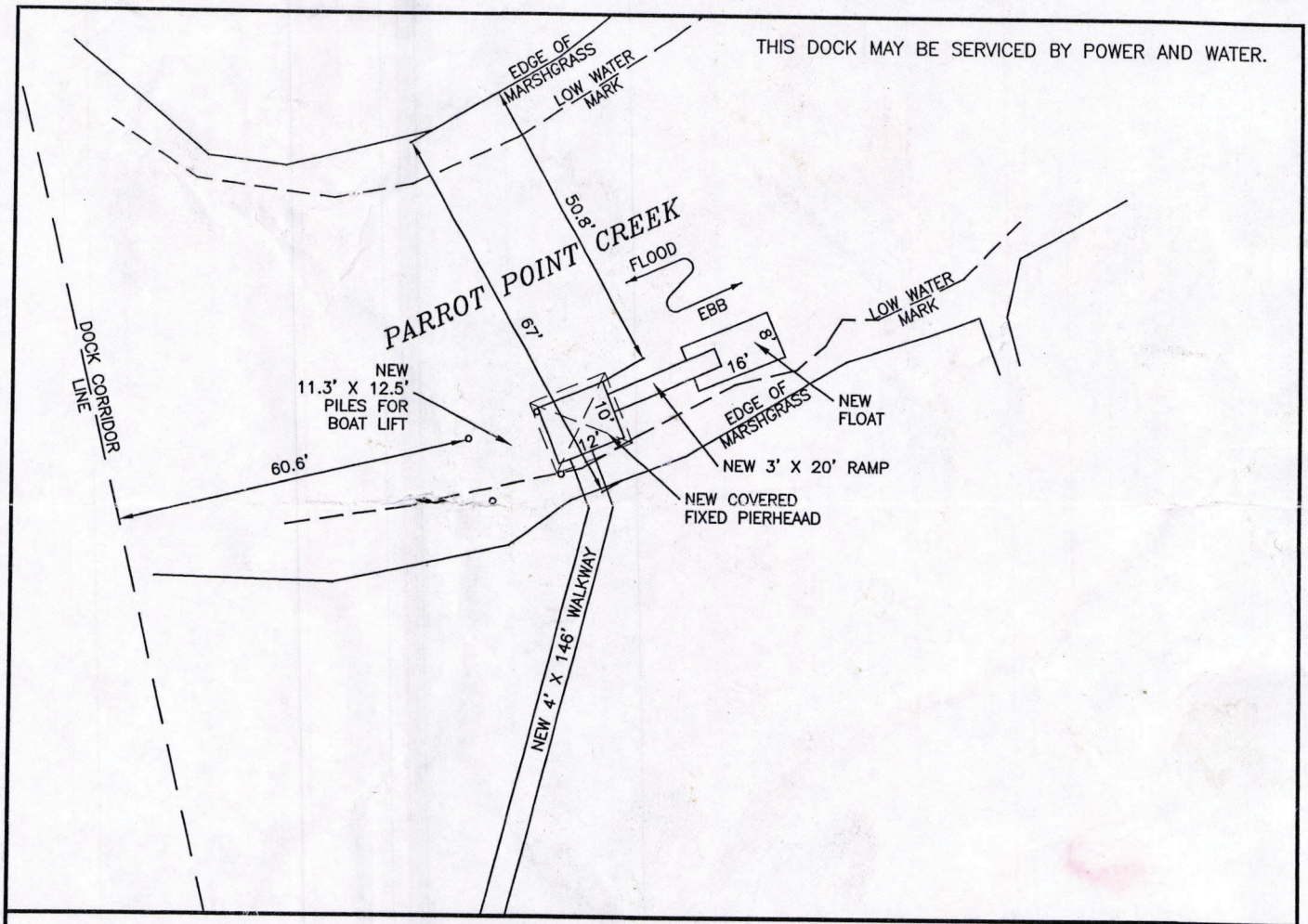
GRAPHIC SCALE

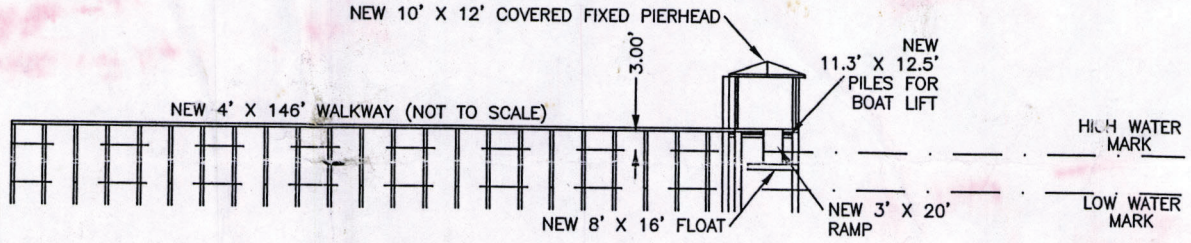
0 25 50 100

(IN FEET)
1 inch = 50 ft.

APPLICATION BY: BRENT PATTERSON ADDRESS: 627 PARROT POINT DR. DATE: DECEMBER 11, 2014 REVISED:	LOCATION AN AS BUILT OF A NEW RECREATIONAL DOCK AT 627 PARROT POINT DR. LOCATED ON PARROT CREEK JAMES ISLAND CHARLESTON COUNTY, SC	SHT. NAME FULL PLAN VIEW TMS #452-06-00-136	SHT. NO. 1 OF 2

000575





SOUTH CAROLINA REGISTERED NO. 4177 LAND SURVEYOR ROBERT L. FRANK

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

ADJOINING PROPERTY OWNERS:
1. RICHARD HOOK (LOT 10)
2. B AND P PROPERTIES LLC (LOT 8)

APPLICATION BY: BRENT PATTERSON ADDRESS: 627 PARROT POINT DR. DATE: DECEMBER 11, 2014 REVISED:	LOCATION AN AS BUILT OF A NEW RECREATIONAL DOCK AT 627 PARROT POINT DR. LOCATED ON PARROT CREEK JAMES ISLAND CHARLESTON COUNTY, SC	SHT. NAME PLAN AND PROFILE TMS #452-06-00-136	SHT. NO. 2 OF 2

000576

NEXSEN|PRUET

Mary D. Shahid
Member
Admitted in SC

October 20, 2017

Honorable Sebastien Phillip Lenski
Administrative Law Court
Edgar A, Brown Building, Ste 224
1205 Pendleton St.
Columbia, SC 29201

Re: *Richard J. Hook v. SCDHEC and Phillip Patterson.*
Docket No.: 17-ALJ-07-0085-CC

Dear Judge Lenski:

Enclosed please find *Motion to Enforce Consent Order*, *Affidavit of Richard Hook*, and check in the amount $25.00 as filing fees for the Motion to Enforce Consent Order and accompanying Affidavit.

This Motion seeks enforcement of a Consent Order which resolved and ended a contested case that was assigned to the Honorable Ralph King Anderson, III, Chief Judge, in 2005. As such, it may be appropriate to reassign the referenced contested case to Judge Anderson to conduct a hearing on this Motion.

Very truly yours,

Mary D. Shahid

MS/mds

Enclosure
cc: Bradley D. Churdar, Esq.
Phillip (Brent) Patterson

Charleston
Charlotte
Columbia
Greensboro
Greenville
Hilton Head
Myrtle Beach
Raleigh

205 King Street
Suite 400 (29401)
PO Box 486
Charleston, SC 29402
www.nexsenpruet.com

T 843.720.1788
F 843.414.8242
E MShahid@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law

RE: Hook -vs- DHEC & Patterson

[redacted]

[redacted]

From: Churdar, Bradley
Sent: Tuesday, November 14, 2017 2:46 PM
To: Edye Moran
Cc: mshahid@nexsenpruet.com; Chris Holmes; Chris Holmes
Subject: Hook -vs- DHEC & Patterson

Edye:

With the trial of this matter coming up on December 6th, I was looking at Rule 19A, SCALC today in view of my *Return To Petitioner's Motion To Enforce Consent Order and Rule 60(b)(5), SCRCP Motion* that I filed yesterday. Rule 19A says that "all motions shall be filed not later than thirty (30) days before the hearing date, unless otherwise ordered by the administrative law judge." Even though the trial date is less than 30 days from now, I would nonetheless like for the Court to consider the merits of my *Rule 60(b)(5) Motion.* From my perspective, the most efficient path forward would be to make December 6th a *Motion Hearing only*. This change would solve the "30 day problem" under Rule 19 and would also allow the parties the benefit of the Court clarifiying some issues before trial.

Given the short amount of time before trial, I would like to resolve this as quickly and efficiently as possible. Would the Court like for me to prepare a Motion or is this email inquiry sufficient?

Thanks so much.

Bradley D. Churdar
Associate General Counsel
SC Department of Health and Environmental Control
1362 McMillan Avenue, Suite 400
Charleston, SC 29405
Office: (843) 953-0213
Mobile: (843) 718-5685
Fax: (843) 953-0201
Connect: www.scdhec.gov

PRIVACY NOTICE: The information contained in this message and all attachments transmitted with it may contain legally privileged and/or confidential information intended solely for the use of the individual or entity to whom it is addressed. Access to this information by any other individual is unauthorized and may be unlawful. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete the information without retaining any copies. Thank you.

*** CONFIDENTIAL COMMUNICATION *** The information contained in this message may contain legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or duplication of this transmission is strictly prohibited. If you have received this communication in error, please notify us by telephone or email immediately and return the original message to us or destroy all printed and electronic copies. Nothing in this transmission is intended to be an electronic signature nor to constitute an agreement of any kind under applicable law unless otherwise expressly indicated. Intentional interception or dissemination of electronic mail not belonging to you may violate federal or state law.

EXHIBIT 3

BP0267502

0267 Pg 502 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE
Title Not Examined by Jensen Law Firm, LLC

NOW, KNOW ALL MEN BY THESE PRESENTS, Jessica Blitch Patterson, in consideration of the sum of Five and No/100ths Dollars ($5.00), love and affection, to her hand paid at and before the sealing of these presents by Phillip Brent Patterson and Jessica Blitch Patterson as Joint Tenants With Rights of Survivorship and Not as Tenants in Common, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, subject to the easements, restrictions, reservations, and conditions set forth below and in the attached Exhibit A incorporated herein by reference, unto the said Phillip Brent Patterson and Jessica Blitch Patterson as Joint Tenants With Rights of Survivorship and Not as Tenants in Common, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantee Address: 810 Piccadilly Circle
Charleston, SC 29412

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Phillip Brent Patterson and Jessica Blitch Patterson as Joint Tenants With Rights of Survivorship and Not as Tenants in Common, their heirs and assigns forever.

AND Jessica Blitch Patterson does hereby bind herself and her heirs, assigns, executors, and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Phillip Brent Patterson and Jessica Blitch Patterson as Joint Tenants With Rights of Survivorship and Not as Tenants in Common, their heirs and assigns, against her and her heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS her hand(s) and seal(s), this 25th day of July, in the year of our Lord two thousand and twelve.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SELLER(S):

Jessica Blitch Patterson

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 25th day of July, 2012, by Jessica Blitch Patterson.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12·21·2019

AFFIX SEAL

HOLLY R. JENSEN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. Dec. 21, 2019

Patterson J11-173K Deed

RMC Bk 0267 Pg 502 : pg 3 *

EXHIBIT "A"

All that certain piece, parcel and tract of land, together with any improvements located thereon, situate, lying and being in the City of Charleston, State of South Carolina, and shown as "LOT 9" on a plat by Richard A. Aldridge, S.C.P.L.S. 20854 of Trico Engineering Consultants, Inc., entitled, "FINAL PLAT SHOWING LOTS 7 THRU 28 BELLE TERRE SUBDIVISION FORMERLY KNOWN AS PARROT POINT SUBDIVISION OWNED BY PARROT POINT LLC. LOCATED ON JAMES ISLAND IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA," which said plat is dated November 9, 2004, last revised January 18, 2005, and recorded in Plat Book EH at pages 688 through 692, inclusive, in the RMC Office for Charleston County, South Carolina.

Said tract of land having such size, shape, dimensions, buttings and boundings, more or less, as will be reference to said plat more fully and at large appear.

Subject to any and all easements, restrictions and rights of way of record.

This being the identical property conveyed to Jessica Blitch Patterson by deed of Wemika Investments, LLC , dated October 14, 2011, and recorded October 14, 2011, in Deed Book 0211 at Page 973 in the RMC Office for Charleston County.

TMS# 452-06-00-136

RMC Bk 0267 Pg 502 : pg 4 *

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

Date of Transfer of Title
(**Closing Date**) July ___, 2012

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

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

2. The property is being transferred **BY** Jessica Blitch Patterson **TO** Phillip Brent Patterson and Jessica Blitch Patterson **ON** July ___, 2012.

3. Check one of the following: ***The*** **DEED *is***
   (a)____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b)____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (c)__X____ EXEMPT from the deed recording fee because (exemption # 1)
   (Explanation If required) Family Transfer
   (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a)____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.
   (b)____ The fee is computed on the fair market value of the realty which is $_____.
   (c)____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES__ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The DEED Recording Fee is computed as follows:
   (a)____0___the amount listed in item 4 above
   (b)____0____the amount listed in item 5 above (no amount place zero)
   (c)____0___Subtract Line 6(b) from Line 6(a) and place the result.

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

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

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

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

Jessica Blitch Patt
Grantor, Grantee, or Legal Representative
connected with this transaction

Jessica Blitch Patterson
Print or Type Name here

Sworn to before me this 25th
day of July, 2012

Holly R Pheasten
Notary Public for South Carolina
My Commission Expires: 12-21-2019

HOLLY R PHEASTEN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. Dec. 21, 2019

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

RMC Bk 0267 Pg 502 : pg 5 *

Filed By:

JENSEN LAW FIRM

125-G WAPPOO CREEK DRIVE
CHARLESTON SC 29412

RECORDED

Date:	July 30, 2012
Time:	12:50:12 PM

Book	Page	DocType
0267	502	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:
PATTERSON JESSICA B

# of Pages: 5

Note:

RECIPIENT:
PATTERSON PHILLIP B AL

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 10.00

Original Book:

Original Page:

RECEIVED FROM RMC
AUG - 1 2012
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

UPDATED
PID VERIFIED BY ASSESSOR
AUG 0 1 2012
REP ASTRJB
DATE
21

DRAWER	Drawer 4
CLERK	LRR

0267 Book

502 Page

07/30/2012 Recorded Date

5 # Pgs

Original Book

Original Page

D Doc Type

12:50:12 Recorded Time

CERTIFIED TRUE COPY
ELAINE H. BOZMAN
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, SC
DATE: November 15 2017
BY: Brenda Lee Legette

RMC Bk 0211 Pg 973 : pg 1 *

BP0211973

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

WHEREAS, by written consent of all the Members of Wemika Investments, LLC, it was unanimously resolved that the hereinafter described property be conveyed to the grantee herein for the consideration herein expressed and that the undersigned Authorized Signatory was authorized and directed to execute and deliver the within deed;

NOW, KNOW ALL MEN BY THESE PRESENTS, Wemika Investments, LLC, in consideration of the sum of Two Hundred Forty Thousand and No/100ths Dollars ($240,000.00), to its hand paid at and before the sealing of these presents by Jessica Blitch Patterson, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations, and conditions set forth below and in the attached Exhibit A incorporated herein by reference, unto the said Jessica Blitch Patterson, her heirs, successors and assigns, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantee Address: 810 Piccadilly Circle
Charleston SC 29412

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Jessica Blitch Patterson, her heirs and assigns forever.

AND with respect to that portion of the said Premises lying above the mean high water mark only, and subject to the matters described herein, Wemika Investments, LLC does hereby bind itself, its successors, assigns, executors, and administrators, to

warrant and forever defend, all and singular all and singular, the said Premises unto the said Jessica Blitch Patterson, her heirs and assigns, against itself, its successors, assigns, executors, and administrators, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

AND with respect to that portion of the said Premises lying below the mean high water mark, to have and to hold, all and singular, that portion of the Premises unto the said Jeffrey J. Lamberson, his heirs and assigns, so that neither the said Grantors, nor their heirs or assigns, nor any other person or persons claiming under them shall, at any time hereafter by any way or means, have, claim, or demand any right or title to the aforesaid portion of the Premises of appurtenances, or any part of parcel thereof, forever.

WITNESS its hand(s) and seal(s), this 14th day of October, in the year of our Lord two thousand and eleven.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SELLER(S):

Wemika Investments, LLC

By: Holly R. Jensen, Authorized Signatory

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 14th day of October, 2011, by Holly R. Jensen, as Authorized Signatory for Wemika Investments, LLC.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:
AFFIX SEAL

KATHY V. DUPREE NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 01-21-2015

PattJ11-173K

26

RMC Bk 0211 Pg 973 : pg 3 *

EXHIBIT "A"

All that certain piece, parcel and tract of land, together with any improvements located thereon, situate, lying and being in the City of Charleston, State of South Carolina, and shown as "LOT 9" on a plat by Richard A. Aldridge, S.C.P.L.S. 20854 of Trico Engineering Consultants, Inc., entitled, "FINAL PLAT SHOWING LOTS 7 THRU 28 BELLE TERRE SUBDIVISION FORMERLY KNOWN AS PARROT POINT SUBDIVISION OWNED BY PARROT POINT LLC. LOCATED ON JAMES ISLAND IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA," which said plat is dated November 9, 2004, last revised January 18, 2005, and recorded in Plat Book EH at pages 688 through 692, inclusive, in the RMC Office for Charleston County, South Carolina.

Said tract of land having such size, shape, dimensions, buttings and boundings, more or less, as will be reference to said plat more fully and at large appear.

Subject to any and all easements, restrictions and rights of way of record.

This being the identical property conveyed to Wemika Investments, LLC by deed of Wesley Jay Patterson, dated September 8, 2011, and recorded September 12, 2011, in Deed Book 0206 at Page 522 in the RMC Office for Charleston County.

TMS# 452-06-00-136

27

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

Date of Transfer of Title (**Closing Date**) October 14, 2011

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

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

2. The property is being transferred **BY** Wemika Investments, LLC **TO** Jessica Blitch Patterson **ON** October 14, 2011.

3. Check one of the following: ***The* DEED *is***
   (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (c) _____ EXEMPT from the deed recording fee because (exemption# ___) (Explanation If required)
   (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $240,000.00.
   (b) _____ The fee is computed on the fair market value of the realty which is $_____.
   (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES__ or NO_X_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The DEED Recording Fee is computed as follows:
   (a) 240,000.00 the amount listed in item 4 above
   (b) 0 the amount listed in item 5 above (no amount place zero)
   (c) 240,000.00 Subtract Line 6(b) from Line 6(a) and place the result.

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

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

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

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

Jessica Blitch Patterson
Grantor, Grantee, or Legal Representative connected with this transaction

Jessica Blitch Patterson
Print or Type Name here

Sworn to before me this 14th day of October, 2011

Kathy V. Dupree
Notary Public for South Carolina
My Commission Expires: _____

KATHY V. DUPREE NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 01-21-2015

PattJ11-173K

RMC Bk 0211 Pg 973 : pg 4 *

28

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
JENSEN LAW FIRM

125-G WAPPOO CREEK DRIVE
CHARLESTON SC 29412

RECORDED

Date: October 14, 2011
Time: 11:52:53 AM

Book	Page	DocType
0211	973	Deed

Charlie Lybrand, Register
Charleston County, SC

RMC Bk 0211 Pg 973 : pg 5 *

MAKER:
WEMIKA INVESTMENTS LLC

RECIPIENT:
PATTERSON JESSICA B

Note:

# of Pages: 5

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

DRAWER: Drawer 1
CLERK: KLH

Original Book:

Original Page:

RECEIVED FROM RMC
DO NOT STAMP ABOVE THIS LINE
OCT 17 2011
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

UPDATED
PID VERIFIED BY ASSESSOR
OCT 17 2011
REP
DATE ASTRJB
04

0211 Book | 973 Page | 10/14/2011 Recorded Date | 5 # Pgs

Original Book | Original Page | D Doc Type | 11:52:53 Recorded Time

CERTIFIED TRUE COPY
ELAINE H. BOZMAN
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, SC
DATE: November 15, 2017
BY: Brenda Lee Legette

BP0206522

RMC Bk 0206 Pg 522 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE
Title Not Examined by Jensen Law Firm, LLC

NOW, KNOW ALL MEN BY THESE PRESENTS, Wesley Jay Patterson, in consideration of the sum of Five and No/100ths Dollars ($5.00) and other good and valuable consideration, to his hand paid at and before the sealing of these presents by Wemika Investments, LLC, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations, and conditions set forth below and in the attached Exhibit A incorporated herein by reference, unto the said Wemika Investments, LLC, its successors and assigns, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantee Address: 1210 Normandy Drive
Southlake, Texas 76092

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

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

AND Wesley Jay Patterson does hereby bind himself and his heirs, assigns, executors, and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Wemika Investments, LLC, its successors and assigns, against

30

him and his heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS his hand(s) and seal(s), this 8th day of September, in the year of our Lord two thousand and eleven.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness #1

Jessica Elizabeth Lovett
Witness #2 / Notary Public

SELLER(S):

Wesley Jay Patterson

STATE OF Texas)
COUNTY OF Dallas)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 8th day of September, 2011, by Wesley Jay Patterson.

Jessica Elizabeth Lovett
NOTARY PUBLIC FOR Ellis
MY COMMISSION EXPIRES: 2-14-15

AFFIX SEAL

JESSICA ELIZABETH LOVETT
Notary Public, State of Texas
My Commission Expires
February 14, 2015

RMC Bk 0206 Pg 522 : pg 3 *

Exhibit A

ALL that certain piece, parcel and tract of land, together with any improvements located thereon, situate, lying and being in the City and County of Charleston, State of South Carolina, and shown as "Lot 9" on a plat by Richard A. Aldridge, S.C.P.L.S. 20854 of Trico Engineering Corporation Consultants, Inc. entitled, " Final Plat Showing Lots 7 thru 28, Belle Terre Subdivision, Formerly Known as Parrot Point Subdivision Owned by Parrot Point, LLC, Located on James Island in the City of Charleston, Charleston County, South Carolina," which said plat is dated November 9, 2004, last revised January 18, 2005, and recorded in Plat Book EH at pages 688 through 692, inclusive, in the RMC Office for Charleston County.

Subject to all easements, restrictions, and rights of way of record.

This being the identical property conveyed to the within Grantor(s) by deed of Branch Banking and Trust Company, a North Carolina baking corporation, dated July 22, 2010, and recorded July 30, 2010, in Deed Book 0136 at Page 119 in the RMC Office for Charleston County.

TMS# 452-06-00-136

RMC Bk 0206 Pg 522 : pg 4 *

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

Date of Transfer of Title
(Closing Date) September 9, 2011

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

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

2. The property is being transferred **BY** Wesley Jay Patterson **TO** Wemika Investments, LLC **ON** September 9, 2011.

3. Check one of the following: ***The* DEED *is***
   (a)_____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b)_____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (c)__X__ EXEMPT from the deed recording fee because (exemption# _8__)
   (Explanation If required) Transferring property for ownership interest in LLC
   (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a)_____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.
   (b)_____ The fee is computed on the fair market value of the realty which is $_____.
   (c)_____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES_X_ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is $195,505.99.

6. The DEED Recording Fee is computed as follows:
   (a)__0__ the amount listed in item 4 above
   (b)__0__ the amount listed in item 5 above (no amount place zero)
   (c)__0__ Subtract Line 6(b) from Line 6(a) and place the result.

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

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

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

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

Grantor, Grantee, or Legal Representative
connected with this transaction

Wesley Jay Patterson
Print or Type Name here

Sworn to before me this 7th
day of September, 2011.

Jessica Elizabeth Lovett
Notary Public for Texas
My Commission Expires: 2.14.15

JESSICA ELIZABETH LOVETT
Notary Public, State of Texas
My Commission Expires
February 14, 2015

33

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
JENSEN LAW FIRM

125-G WAPPOO CREEK DRIVE
CHARLESTON SC 29412

MAKER:
PATTERSON WESLEY J

RECIPIENT:
WEMIKA INVESTMENTS LLC

Original Book:

Original Page:

Note:

RECORDED

Date:	September 12, 2011
Time:	10:48:38 AM

Book	Page	DocType
0206	522	Deed

Charlie Lybrand, Register
Charleston County, SC

# of Pages: 5

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 10.00

DRAWER	Drawer 1
CLERK	KLH

RECEIVED FROM RMC
AUDITOR STAMP HERE
SEP 14 2011
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

UPDATED
PID VERIFIED BY ASSESSOR
REP
DATE SEP 13 2011
ASTRJB
42

0206 Book

522 Page

09/12/2011 Recorded Date

5 # Pgs

Original Book

Original Page

D Doc Type

10:48:38 Recorded Time

CERTIFIED TRUE COPY
ELAINE H. BOZMAN
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, SC
DATE: November 15 2017
BY: Brenda Lee Legette

RMC Bk 0206 Pg 522 : pg 5 *