



The Town of Hilton Head Island
Regular Public Facilities Committee Meeting

July 5, 2011

2:00 p.m. – Benjamin M. Racusin Council Chambers

AGENDA

As a Courtesy to Others Please Turn Off All Cell Phones and Pagers during the Meeting

- **Call to Order**
- **Freedom of Information Act Compliance**
Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.
- **Committee Business**
 1. Approval of Minutes
 - May 3, 2011
- **Unfinished Business**
- **New Business**
 - Proposed Land Swap with Henry Driessen
 - Arrow Road/Dunnagan's Alley Right-of-Way Conveyance
 - Squire Pope Right-of-Way Conveyance
 - Debris Removal Agreements between Town and Beaufort County and SCDOT
- Adjournment

Please note that a quorum of Town Council may result if four (4) or more of Town Council members attend this meeting.

1 **TOWN OF HILTON HEAD ISLAND**
2 **PUBLIC FACILITIES COMMITTEE**
3

4 Date: May 3, 2011

Time: 2:00 P.M.

5
6 Members Present: Kim Likins, George Williams, Bill Harkins
7

8 Members Absent: None
9

10 Staff Present: Charles Cousins, Jill Foster, Shea Farrar
11

12 Others Present: Aaron Crosby, *Chairman, Daufuskie Island Council*, Tom Crews,
13 Mary Amonitti
14

15 Media Present: Tom Barton, *The Island Packet*
16

17
18
19 **1. Call to Order.**

The meeting was called to order at 2:00 P.M.

20
21 **2. FOIA Compliance:**

Public notification of this meeting has been published, posted and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

22
23
24
25 **3. Committee Business:**

26 **1. Approval of Minutes:**

27 Councilman Williams moved to approve the Minutes of March 1, 2011.
28 Councilman Harkins seconded. Chairman Likins pointed out a few corrections that
29 needed to be made. The Minutes of March 1, 2011 were unanimously approved
30 with the corrections noted by Chairman Likins.
31

32 **4. Unfinished Business:** None
33

34 **5. New Business**

- 35 • **Presentation by The Binyah Foundation on Establishing a Marine**
36 **Division within the Lowcountry Regional Transportation Authority**
37 **(LRTA)**

38 Mr. Aaron Crosby introduced himself to the Committee and advised he was from
39 the Daufuskie Island Council, not The Binyah Foundation. Robin Townsend who
40 represents The Binyah Foundation and a part time resident of Daufuskie has been
41 helping us try to pursue an effort for regional ferry system. One of her tasks was
42 to reach out to The Town of Hilton Head Island and that is why he is here today.
43

44 The Daufuskie Island Council is proposing this economic development
45 opportunity that can link Savannah to Hilton Head Island that utilizes our existing
46 resources – beautiful waterways in a way that will help tourists not to have to
47 drive the roads and allow for economic stimulation creating new jobs.
48

49 Mr. Crosby proceeded to give a brief power point presentation stating what they
50 are talking about is a system that would run from Savannah all the way to
51 Beaufort. The notion of tying the two states together through our waterways
52 linking the primary economic hubs of the low country or coastal empire region in
53 a way that allows us to get more out of our resources than we are currently
54 utilizing.

55
56 Mr. Crosby mentioned they have been meeting with many folks to build
57 awareness of this as it is hard to be for something unless you know about it. Once
58 you know about it you can figure out if it is worth finding out more about it.
59 Then you can find out if it is worth supporting.

60
61 Councilman Williams stated it bothered him as an individual and as a Council
62 person to be sitting here looking at economic figures that are six or eight years
63 old. Councilman Williams stated he would like the County and the Daufuskie
64 Island Council to start talking about is the connection between Pinckney Island,
65 Daufuskie and River Street and forget about the other stuff at this time.
66 Councilman Williams said from his perspective if we could sit here and talk about
67 Pinckney Island, Daufuskie, River Street system and put it in a concept that is
68 doable that is what I would recommend.

69
70 Councilman Harkins stated for him to get interested in this it would be important
71 to look at about where 80% of the ridership is going to come from and to break
72 that ridership up into the workers, visitors, etc., then look at what the operating
73 costs are, the capital costs, financing costs and then translate that into ridership
74 fees so we would be able to determine whether this is going to be within the reach
75 of the worker or not, if it is going to speak to a subsidy to make it within the reach
76 and what is that subsidy going to be and what is the appetite for that. On a
77 superficial level this has a lot of appeal, but these are times when we have to be
78 very practical and to venture forth into an augmented transportation system at this
79 time without a hard look at a financial model that has a high probability of
80 success may be time not well spent.

81
82 Mr. Crosby asked what the Committee wanted him to model. Councilman
83 Harkins stated on the demand side he wanted a high level of confidence and for
84 you to demonstrate it to me what the worker/ridership, visitor and resident
85 ridership might be. I would temper that demand by comparing time wise what
86 travel on the ferry would be versus other types of transportation. I would also
87 look at what that demand would translate into what kind of equipment you are
88 going to need, what the operating expenses are going to be and since you are not
89 going to have all the capital to do this at once I would like to see an income
90 statement.

91
92 Chairman Likins stated she is sure Mr. Crosby can appreciate with everything
93 going on with redevelopment and revitalization throughout the Island we have to
94 look at return on investment of anything that we consider doing. Obviously, the
95 first thing we are going to ask for is a costs benefits analysis of whatever we are
96 considering.

97

98 Chairman Likins opened up the floor to public comment. Robin Townsend who
99 stated she is working with Mr. Crosby's group advised there are a lot of people
100 interested in moving this forward and we firmly believe it will serve the greater
101 good of our low country and Savannah and that in doing so the tourist dollars will
102 help those of us who are here to offset our expenses. Mary Amonitti spoke in
103 favor of the ferry service and hoped as a Committee you would get together with
104 the other interested parties that would like to see something done.

105
106 Councilman Harkins stated he is looking at two levels of financial analysis; the
107 first is an accounting analysis. The accounting analysis would look at this as a
108 pure business entity. It would deal with the cost of the equipment, the cost of the
109 personnel to run this, the cost of maintaining this operation and then joined to that
110 would be an expectation in terms of demand. Demand in terms of categories – the
111 visitor, the tourist, the worker, etc. The second is an economic analysis. The
112 economic analysis is more of a macro view of the regional impact that a service
113 like this could have. Certainly more people are going to be interested in living on
114 Daufuskie or visiting Daufuskie or having events at Daufuskie if there is better
115 transportation. That whole economic analysis will develop spin off dollars to
116 various industries which ultimately inure to the benefit of the County itself in
117 terms of their taxes. The County could be a winner here too. Those two levels of
118 analysis are critical to make a good business decision. Mr. Tom Crews stated he
119 completely agrees with the economic questions and stated the reason he moved
120 here was for the water, but we do not offer the experience of the water as much as
121 I think we can and should.

122
123 Mr. Crosby admitted he made a critical mistake and the reason for being here
124 today was really simply to say is this an idea that is worth looking into more – not
125 committing money to but simply saying to those that are thinking similar thoughts
126 of maybe this is time we look at this again afresh. The request would be does the
127 Town of Hilton Head Island think this is something worth looking at. If it is
128 something worth looking out then simply reaching out to some of those other
129 parties and saying we think this might be worth looking at and how it should be
130 done.

131
132 Councilman Williams stated he didn't think there was anyone here that isn't
133 supportive of the idea but it is just that it comes in as this huge project and we all
134 know that no one can afford that. Councilman Williams also suggested it would
135 be a good idea to get key members of the County Council and key members of
136 Hilton Head Island so we can discuss how Hilton Head Island can support the
137 County.

138
139 Councilman Harkins stated he would be delighted to see a vibrant active ferry
140 service in the region and to get going I would respectfully suggest that step one is
141 that you define in detail the outline of your analysis on a financial level and the
142 outline of your analysis on an economic level. I would reach out to our
143 Universities as this could be a nice research model for a business department and
144 do this in an orderly way.

145
146 Chairman Likins said in conclusion while obviously they still have questions that
147 they would love to have answered, the important thing is we are encouraged about

148 the project and would like to continue to be part of the conversation as you move
149 forward. How we participate will obviously be determined in time.

150

151 **6. Adjournment:**

152 Councilman Harkins moved to adjourn. Councilman Williams seconded the
153 motion. The meeting was adjourned at 3:18 p.m.

154

155 Respectfully Submitted,

156

157

158

159

160

Karen D. Knox
Senior Administrative Assistant

DRAFT

MEMORANDUM

TO: Public Facilities Committee

FROM: Stephen G. Riley, Town Manager

DATE: June 23, 2011

RE: **Proposed Land Swap with Henry Driessen**

Recommendation

That the Public Facilities Committee recommend to Town Council approval of a land swap with Henry Driessen, involving property in the Patterson Estate, off Marshland Road. This land swap, in which the Town would convey 3.64 acres in exchange for 3.15 acres will consolidate land holdings for both parties and will further the previously announced conveyance of land in this area to Habitat for Humanity.

Habitat is facing a looming grant application deadline that necessitates Town Council fast-tracking this exchange. Staff requests that this matter be forwarded to Town Council for their consideration at their regular meeting later that day.

Summary

Approval of this land swap will address two issues that have arisen related to the previously approved conveyance of land to Habitat for Humanity. It will aggregate several parcels, creating an enhanced opportunity for a future Phase II of home construction. And it will facilitate fund raising and grant application efforts by Habitat by allowing the road and utilities to be installed in phases; without negatively impacting any of the other property owners in the Patterson Estate subdivision.

As indicated on the attached map, the Town will convey Lots 2, 17 and 17B, totaling 3.64 acres to Mr. Driessen. He will convey to the Town Lots 13, 14, and 15 totaling 3.17 acres. The Town will then convey our revised land holdings to Habitat.

Background

After several years of occasional discussions, Town Council approved a contribution of some 14 acres to Habitat for Humanity in exchange for their pledge to pave a road and extend utilities along Alex Patterson Drive in a way that will serve all property owners in this subdivision. The subdivision was platted many years ago but the road was never paved. No additional homes can be constructed in this subdivision until a paved road and utilities are installed. As a major landowner, the Town would have had to partner in these costs, even though we had no plans for our roads. The Town had acquired much of this land as part of a larger transaction.

The contribution of the land to Habitat, in exchange for their pledge to improve the road and utilities was deemed a fair exchange by Council in October of last year. The opportunity to enable Habitat to build affordable housing on the Island was also deemed a positive.

As Habitat set about to raise funds and pursue grants to make this project happen, they came to realize there were two inter-related obstacles to their plans. First, most of the developable land to be acquired by Habitat (4 acres on the back are significantly encumbered by fresh water wetlands) is on the front half of the property, meaning that a significant portion of the road and utilities would only serve others; not Habitat's affordable units. Many of their funding partners and grant sources had concerns about, or outright prohibitions against, extending roads and utilities that would only benefit other properties. Second, even without that obstacle, raising enough funds to build the entire road at once, and not in phases, was daunting.

Habitat asked about phasing the road construction, but could offer no time frame for when, if ever, they could extend the road to serve the 3 acres held by Mr. Driessen in "phase II." Not serving all the property owners was contrary to the intent of the Town's contribution.

Moreover, on the back portion of the property, there was only one parcel, of one acre, that Habitat would own could be developed, but it was not likely to be economical to extend the road and utilities to that site.

A conversation was initiated with Mr. Driessen to explore the idea of a land swap. In this way, Habitat would ultimately own and control all the land on the back half of the property; allowing for a phasing of the road and utility improvements. And, by combining the 3 contiguous parcels owned by Mr. Driessen with the one-acre parcel owned by the Town; there would actually be a high-and-dry 4 to 4.5 acre area much more conducive to a future phase of construction for Habitat.

On the attached map, you can see that Mr. Driessen's three lots, Lots 13, 14, and 15, adjoin Town-owned Lots 16, 17, and 17B. Both sets of lots are about 3 acres in size.

However, when the wetland boundaries were surveyed, it was clear that Lot 16, was essentially unbuildable. We at first shifted our focus to an exchange of Lots 13 and 14 for Lots 17 and 17B, but this was less than satisfactory for Mr. Driessen and did not fully solve the problems that led to these discussions.

As the conversation continued, we began to look at Lot 2. While that parcel, when combined with Lots 17 and 17B, is 0.50 acres larger than the combined totals of Lots 13, 14, and 15, the parcel is encumbered with an access easement that serves Lot 4 and the Larkby lot. There is also a pathway easement that runs along the property. These easements encumber 0.35 acres of the property.

We did pay more for Lot 2 than for the other parcels because it is zoned for Light Industrial use, and had a going business on it at the time of purchase. If we limit the property to residential uses, and indeed rezone the property, we get much closer to an even exchange; particularly when we consider the impact of the easements. Moreover, the extended Patterson Family members have not been happy that we have used this property, which is bounded by several homes, for a construction staging and debris area and would like to see the area cleaned up and put back on the tax rolls.

Staff recommends that the Public Facilities Committee endorse this exchange of properties with Mr. Driessen; and recommend the same to Town Council. Staff proposes the following conditions relating to Lot 2:

- Uses will be restricted to residential. Mr. Driessen will not oppose a rezoning, initiated by the Town, to rezone the property from IL to RM-4
- The pathway will remain but may be relocated at the property owner's expense
- The property will be subject to a 30' easement benefitting this lot, Lot 4 and the Larkby lot
- Town to clear all construction materials and debris that may remain on Lot 2 prior to closing
- Town to conduct an Environmental Phase I analysis on Lot 2, prior to closing, to ensure that no contamination has occurred while the site has been used as a construction staging area.

Attachments

- Map 1, parcel ownership
- Map 2, parcels subject to this land swap
- Map 3, parcels to be conveyed from Town to Habitat
- Map 4, wetlands delineation

ISLAND DRIVE

30 foot Drainage Easement

Lots 13, 14, 15
Henry Driessen

LOT 17

LOT 18

Lot 18
Henry Driessen

LOT 12

LOT 16

LOT 17A

LOT 13

LOT 14

LOT 15

LOT 17B

MARSHLAND ROAD

50 FOOT ACCESS RIGHT OF WAY

LOT 3A

LOT 1

LOT 3

Boyd
Laughlin
Property

LOT 6

LOT 5

Larkby
Parcel

LOT 2

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

LOT 4

Legend

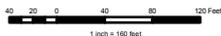
 Town Owned Properties

 Other Town Owned Properties



TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 741-4600
ONE CHURCH AVENUE, SUITE 201
HILTON HEAD ISLAND, S.C. 29928

Town of Hilton Head Island
Town Owned Properties on Patterson Tract
June 28, 2011



The information on this map has been collected from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island reserves the liability for its accuracy or state of completion of for any losses arising from the use of the map.

ISLAND DRIVE

30 foot Drainage Easement

Lots 13, 14, 15
To Be Conveyed
From Henry Driessen
To the Town of HHI

LOT 17

Lots 2, 17, 17B
To Be Conveyed
From Town of HHI
To Henry Driessen

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17B

LOT 17A

LOT 18

50 FOOT ACCESS RIGHT OF WAY

LOT 3A

LOT 1

LOT 3

Boyd
Laughlin
Property

LOT 6

LOT 5

Larkby
Parcel

LOT 2

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

LOT 4

MARSHLAND ROAD

Legend



Town Owned Properties To Be Conveyed To Henry Driessen

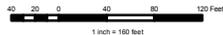


Other Town Owned Properties



TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 781-4600
ONE CHURCH AVENUE, SUITE 201
HILTON HEAD ISLAND, S.C. 29928

Town of Hilton Head Island
Town Owned Properties On Patterson Tract To Be Swapped with Henry Driessen
June 28, 2011



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ISLAND DRIVE

30 foot Drainage Easement

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 17B

LOT 17A

50 FOOT ACCESS RIGHT OF WAY

LOT 3A

MARSHLAND ROAD

LOT 1

LOT 3

Boyd Laughlin Property

LOT 6

LOT 5

Larkby Parcel

LOT 2

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

LOT 4

Legend



Town Owned Properties To Be Conveyed to Habitat For Humanity

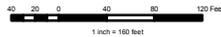


Other Town Owned Properties

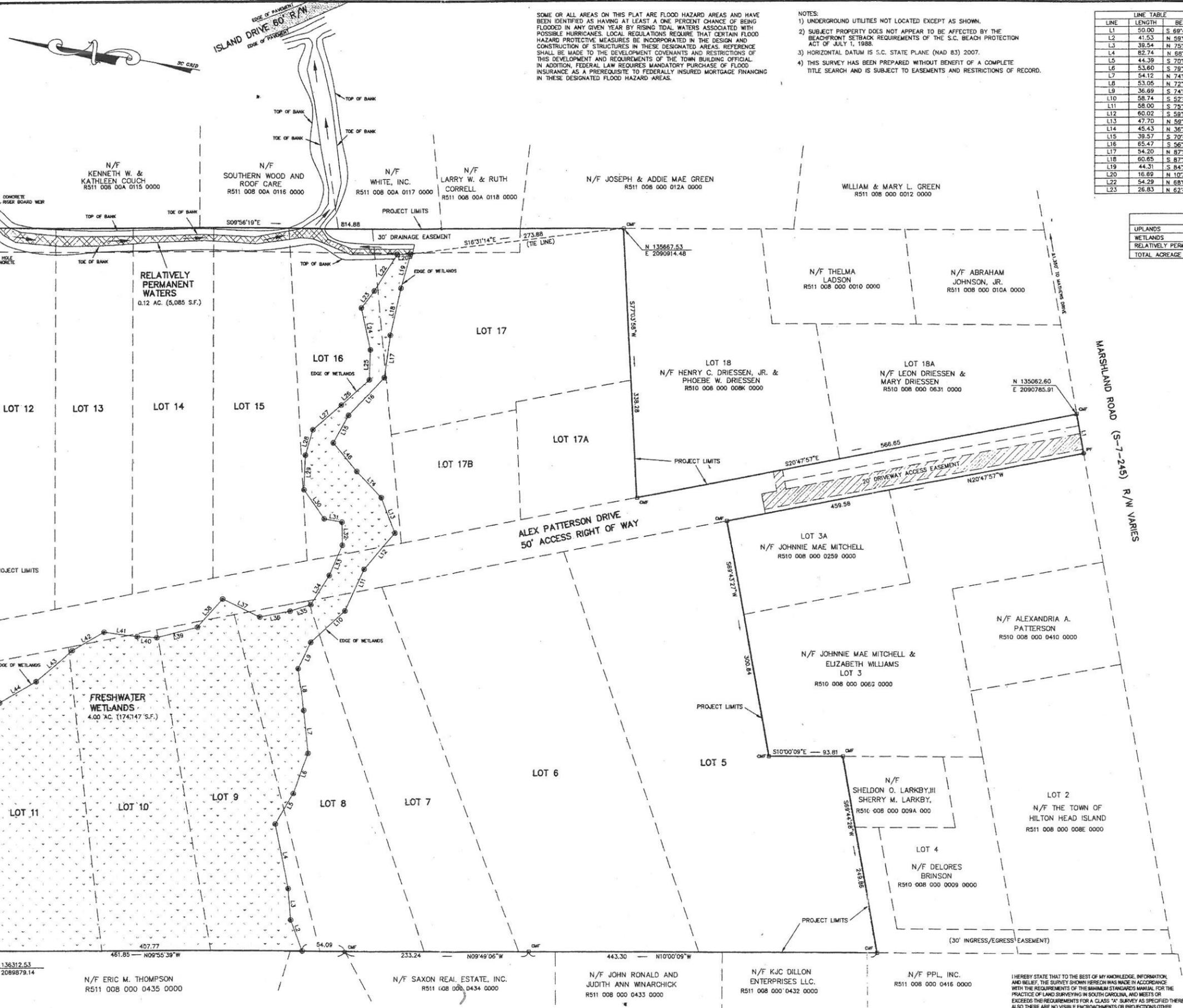


TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, A.C. 29928
PHONE (843) 341-4600
ONE CHURCH AVENUE, SUITE 201
HILTON HEAD ISLAND, A.C. 29928

Town of Hilton Head Island Town Owned Properties on Patterson Tract (After Driessen Swap) To Be Conveyed to Habitat For Humanity June 28, 2011



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SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

- NOTES:
- 1) UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
 - 2) SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
 - 3) HORIZONTAL DATUM IS S.C. STATE PLANE (NAD 83) 2007.
 - 4) THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LINE TABLE			LINE TABLE	
LINE	LENGTH	BEARING	LINE	LENGTH
L1	50.00	S 69°42'47" W	L24	53.99
L2	41.53	N 59°00'20" E	L25	37.79
L3	39.54	N 75°37'38" E	L26	47.84
L4	82.74	N 66°39'11" E	L27	47.69
L5	44.39	S 70°33'26" E	L28	33.36
L6	53.60	S 79°23'47" E	L29	43.43
L7	54.12	N 74°08'59" E	L30	44.48
L8	53.05	N 72°29'50" E	L31	22.82
L9	36.69	S 74°43'03" E	L32	29.21
L10	58.74	S 52°40'02" E	L33	41.74
L11	58.00	S 75°22'57" E	L34	43.90
L12	60.02	S 59°54'57" E	L35	27.55
L13	47.70	N 59°15'09" E	L36	38.88
L14	45.43	N 36°39'00" E	L37	51.97
L15	39.57	S 70°47'54" E	L38	47.64
L16	65.47	S 56°25'12" E	L39	52.98
L17	54.20	N 87°50'33" E	L40	24.88
L18	60.65	S 87°24'07" E	L41	42.54
L19	44.31	S 84°29'59" E	L42	46.03
L20	16.89	N 10°31'05" W	L43	59.90
L22	54.29	N 68°05'16" W	L44	53.43
L23	26.83	N 62°49'15" W	L45	47.68
			L46	46.54

AREA TABLE	
UPLANDS	16.36 AC.
WETLANDS	4.00 AC.
RELATIVELY PERMANENT WATERS	0.12 AC.
TOTAL ACREAGE	20.48 AC

ADDRESS: ALEX PATTERSON DRIVE
 DISTRICTS: 510 & 511, MAP: 8, PARCELS: VARIOUS
 THIS PROPERTY LIES IN F.E.M.A. ZONE A7
 BASE FLOOD ELEVATION = 14.0'
 COMMUNITY NO. 450250, PANEL 0008D, DATED: 9/29/86

REFERENCE PLAT
 1) A BOUNDARY SURVEY OF VARIOUS PARCELS ON MARSHLAND ROAD, PATTERSON TRACT, HILTON HEAD ISLAND, BEAUFORT COUNTY, S.C.
 DRAWING: 3/03/06
 RECORDED IN BOOK 112, PAGE 105, DATED 3/27/06
 ROD. BEAUFORT COUNTY, SC
 BY: JOHN R. CARTER S.C.R.L.S. # 14801

SYMBOLS
 CWF () - 3" CONCRETE MONUMENT FOUND
 IFF () - 1/2" IRON PIN FOUND
 PWF () - P.W. NAIL FOUND
 () - WETLAND FLAG
 () - TELEPHONE SERVICE
 () - DRAINAGE FLOW

THIS MAP IS A GENERAL REPRESENTATION OF THE LOCATIONS OF 404 WETLANDS (FRESHWATER WETLANDS) LOCATED WITHIN THE PROPERTY AS SHOWN. THESE WETLANDS ARE SUBJECT TO REVIEW AND APPROVAL BY THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT. THE WETLANDS HAVE BEEN LOCATED AS FLAGGED BY WARD EDWARDS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



WETLAND SURVEY
 LOTS 5 THRU 17B, A
 MARSHLAND ROAD
 BEAUFORT COUNTY
 PREPARED FOR: H.
 DATE: 1/14/11
 GRAPH
 0 50
 SIS Sea Island
 4D Mathews Court,
 Hilton Head Island,
 SC 29926
 FILE NO.: 11002
 COPYRIGHT © BY SEA ISLAND LAND



MEMORANDUM

TO: Public Facilities Committee

FROM: Stephen G. Riley, CM and Town Manager

VIA: Scott Liggett, Director of Public Projects & Facilities / Chief Engineer

DATE: June 16, 2011

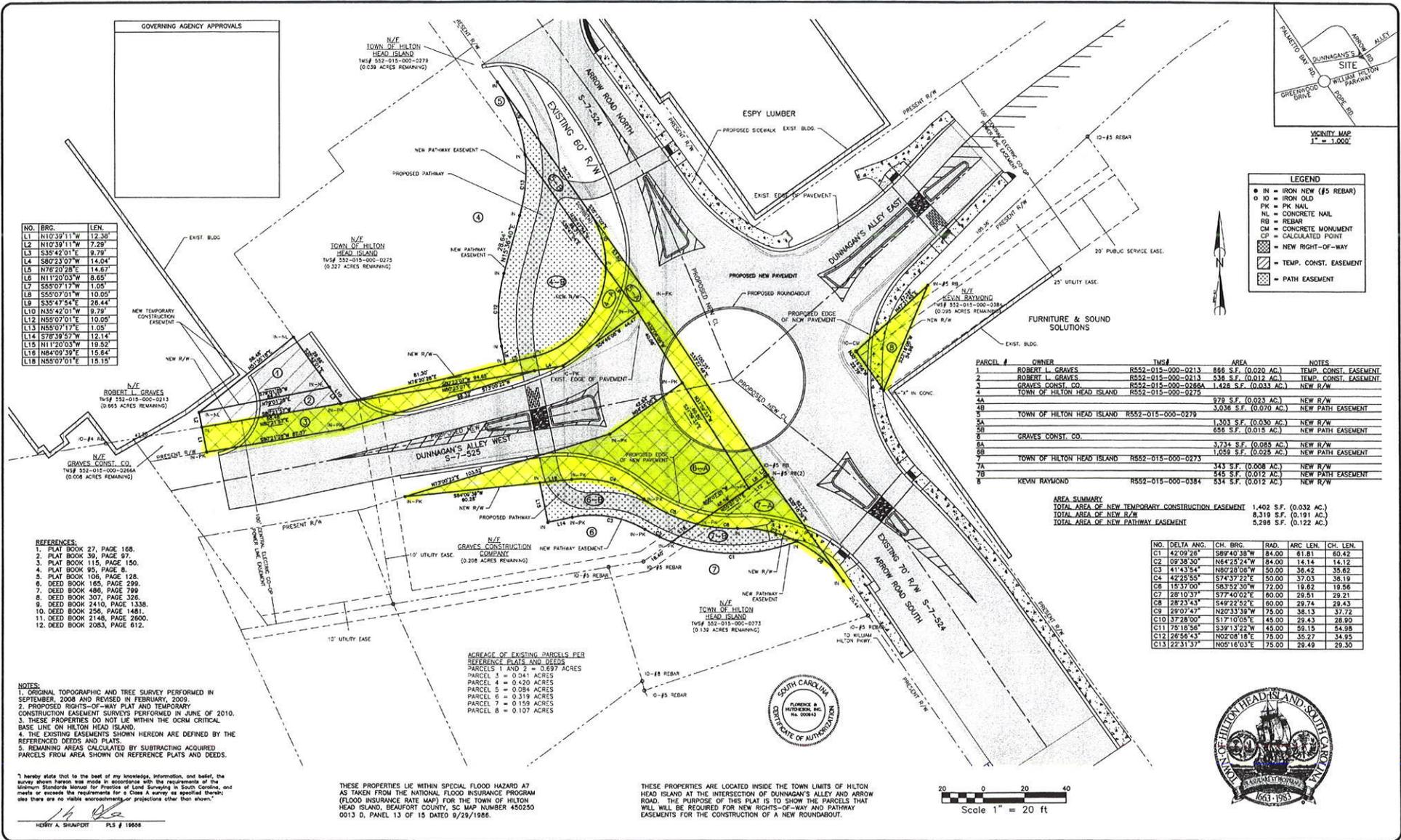
RE: Arrow Road / Dunnagan's Alley Right-of-Way Conveyance

Recommendation: Staff recommends the Public Facilities Committee endorse the right-of-way transfer transaction between the Town and the South Carolina Department of Transportation (SCDOT) as described in the attached documents from Alford, Wilkins and Coltrane and recommend approval to Town Council.

Summary: The construction of improvements to the Arrow Road / Dunnagan's Alley intersection by the Town as approved by the SCDOT, the road's owner, necessitates the transfer of ownership of portions of road right-of-way. The Town would be conveying land acquired for the purpose of establishing right-of-way for the redesigned intersection. The area to be conveyed to the SCDOT includes parcels 3, 4A, 5A, 6A, 7A & 8 on the attached plat, encompassing 0.191 acres. The Town would retain ownership of parcels 4, 4B, 5, 5B, 6, 6B, 7, & 7B as they pertain to pathway easement or other non right-of-way Town land.

Background: In 2008, the Town commenced with the design of the Arrow Road / Dunnagan's Alley roundabout. The roads involved in the project are all owned by SCDOT and the Town has acquired land adjacent to and partially encumbered by the proposed roundabout, portions of which contain the proposed road right-of-way. Throughout the permitting process with the SCDOT it has been our mutual intent, that the State roadway system not be severed and the transaction contemplated herein, ensures that to be the case.

SCDOT requires that right-of-way acquisition must be finalized and formally conveyed to the SCDOT before they will grant an encroachment permit allowing construction to begin. Deeding the right-of-way to SCDOT requires Town Council approval via an Ordinance with recommendation from the Public Facilities Committee.



GOVERNING AGENCY APPROVALS



NO.	BRG.	LEN.
L1	N10°39'11"W	12.30'
L2	N10°39'11"W	7.29'
L3	S35°42'01"E	9.79'
L4	S80°23'07"W	14.04'
L5	N76°20'28"E	14.67'
L6	N11°20'03"W	3.05'
L7	S55°07'17"W	1.05'
L8	S55°07'01"W	10.05'
L9	S33°47'54"E	28.44'
L10	N35°42'01"W	9.79'
L11	N55°07'01"E	10.05'
L12	N55°07'17"E	1.05'
L13	S78°39'57"W	12.14'
L14	N11°20'03"W	19.52'
L15	N84°09'39"E	15.84'
L16	N55°07'01"E	15.19'

LEGEND

- IN = IRON NEW (#5 REBAR)
- IO = IRON OLD
- PK = PK NAIL
- NL = CONCRETE NAIL
- RB = REBAR
- CM = CONCRETE MONUMENT
- CP = CALCULATED POINT
- = NEW RIGHT-OF-WAY
- - - = TEMP. CONST. EASEMENT
- - - = PATH EASEMENT

PARCEL #	OWNER	TWP#	AREA	NOTES
1	ROBERT L. GRAVES	R552-015-000-0213	866 S.F. (0.020 AC.)	TEMP. CONST. EASEMENT
2	ROBERT L. GRAVES	R552-015-000-0213	536 S.F. (0.012 AC.)	TEMP. CONST. EASEMENT
3	GRAVES CONST. CO.	R552-015-000-0268A	1,428 S.F. (0.033 AC.)	NEW R/W
4	TOWN OF HILTON HEAD ISLAND	R552-015-000-0279	3,028 S.F. (0.070 AC.)	NEW PATH EASEMENT
4A			978 S.F. (0.023 AC.)	NEW R/W
4B			3,028 S.F. (0.070 AC.)	NEW PATH EASEMENT
5	TOWN OF HILTON HEAD ISLAND	R552-015-000-0279	1,301 S.F. (0.030 AC.)	NEW R/W
5A			658 S.F. (0.015 AC.)	NEW PATH EASEMENT
6	GRAVES CONST. CO.		3,724 S.F. (0.085 AC.)	NEW R/W
6A			1,058 S.F. (0.025 AC.)	NEW PATH EASEMENT
7	TOWN OF HILTON HEAD ISLAND	R552-015-000-0273	743 S.F. (0.028 AC.)	NEW R/W
7A			545 S.F. (0.012 AC.)	NEW PATH EASEMENT
7B			545 S.F. (0.012 AC.)	NEW PATH EASEMENT
8	KEVIN RAYMOND	R552-015-000-0384	534 S.F. (0.012 AC.)	NEW R/W

AREA SUMMARY

TOTAL AREA OF NEW TEMPORARY CONSTRUCTION EASEMENT	1,402 S.F. (0.032 AC.)
TOTAL AREA OF NEW R/W	8,319 S.F. (0.191 AC.)
TOTAL AREA OF NEW PATHWAY EASEMENT	5,298 S.F. (0.122 AC.)

NO.	DELTA ANG.	CH. BRG.	RAD.	ARC LEN.	CH. LEN.
C1	42°09'26"	S89°40'38"W	84.00	61.81	60.42
C2	09°38'30"	N64°25'24"W	84.00	14.14	14.12
C3	61°43'54"	N60°28'06"W	50.00	36.42	35.82
C4	42°25'55"	S74°57'22"E	50.00	37.03	36.19
C6	15°37'00"	S83°32'30"W	72.00	18.82	19.56
C7	28°10'37"	S77°40'02"E	80.00	29.51	29.21
C8	28°34'43"	S49°23'52"E	60.00	29.74	29.43
C9	29°07'47"	N20°33'39"W	75.00	38.13	37.72
C10	37°28'00"	S17°10'05"E	45.00	29.43	28.90
C11	75°15'58"	S39°13'22"W	45.00	59.15	54.98
C12	26°56'43"	N02°08'18"E	75.00	55.27	54.95
C13	22°31'37"	N05°16'03"E	75.00	28.49	29.30

- REFERENCES:
- PLAT BOOK 27, PAGE 168.
 - PLAT BOOK 36, PAGE 97.
 - PLAT BOOK 115, PAGE 150.
 - PLAT BOOK 95, PAGE 8.
 - PLAT BOOK 106, PAGE 128.
 - DEED BOOK 165, PAGE 299.
 - DEED BOOK 488, PAGE 799.
 - DEED BOOK 307, PAGE 326.
 - DEED BOOK 2410, PAGE 1338.
 - DEED BOOK 256, PAGE 1481.
 - DEED BOOK 2148, PAGE 2600.
 - DEED BOOK 2053, PAGE 812.

- NOTES:
- ORIGINAL TOPOGRAPHIC AND TREE SURVEY PERFORMED IN SEPTEMBER, 2008 AND REVISED IN FEBRUARY, 2009.
 - PROPOSED RIGHTS-OF-WAY PLAT AND TEMPORARY CONSTRUCTION EASEMENT SURVEYS PERFORMED IN JUNE OF 2010.
 - THESE PROPERTIES DO NOT LIE WITHIN THE OCR CRITICAL BASE LINE ON HILTON HEAD ISLAND.
 - THE EXISTING EASEMENTS SHOWN HEREON ARE DEFINED BY THE REFERENCED DEEDS AND PLATS.
 - REMAINING AREAS CALCULATED BY SUBTRACTING ACQUIRED PARCELS FROM AREA SHOWN ON REFERENCE PLATS AND DEEDS.

I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Uniform Standards Board for Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; and there are no visible encroachments or projections other than shown.

THESE PROPERTIES LIE WITHIN SPECIAL FLOOD HAZARD A7 AS TAKEN FROM THE NATIONAL FLOOD INSURANCE PROGRAM (FLOOD INSURANCE RATE MAP) FOR THE TOWN OF HILTON HEAD ISLAND, BEAUFORT COUNTY, SC MAP NUMBER 450250 0013 D, PANEL 13 OF 15 DATED 9/29/1986.

THESE PROPERTIES ARE LOCATED INSIDE THE TOWN LIMITS OF HILTON HEAD ISLAND AT THE INTERSECTION OF DUNLAGAN'S ALLEY AND ARROW ROAD. THE PURPOSE OF THIS PLAT IS TO SHOW THE PARCELS THAT WILL BE REQUIRED FOR NEW RIGHTS-OF-WAY AND PATHWAY EASEMENTS FOR THE CONSTRUCTION OF A NEW ROUNDABOUT.



NO.	DATE	REVISION	BY
1	07/20/10	REVISED PER TOWN REVIEW	HAS
2	09/07/10	REVISED PER TOWN REVIEW	HAS
3	02/17/11	REVISED R/W ON LOTS 6 & 7 & UPDATE LABELING	HAS
4	03/10/11	REVISED R/W ON LOTS 4 & 5 & UPDATE LABELING	HAS

Florence & Hutcheson
 CONSULTING ENGINEERS
 P.O. Box 50800 • Columbia, SC 29250 • 501 Huger Street • Columbia, SC 29201
 (803) 264-8800 • fax (803) 929-0334

DATE: 07/01/2010
 SCALE: AS SHOWN
 DRAWN: HAS
 CHECKED: HAS
 JOB NO: 08187
 CAD FILE: HILTON HEAD ISLAND

RIGHT-OF-WAY ACQUISITION PLAT FOR PROPOSED IMPROVEMENTS TO ARROW ROAD & DUNLAGAN'S ALLEY PREPARED FOR
TOWN OF HILTON HEAD ISLAND
 Town of Hilton Head Island, Beaufort County, South Carolina

DRAWING NO. 1 OF 1 FILE NO.

TOWN TO SCDOT

ALFORD, WILKINS & COLTRANE, LLC

Attorneys at Law

18 Executive Park Road, Building 1
P.O. Drawer 8008

Hilton Head Island, SC 29938-8008

Telephone (843) 842-5500

Facsimile (843) 842-8400

www.awc-lawfirm.com

JOHN W. WILKINS

EMAIL: JOHN@AWC-LAWFIRM.COM

(NOT FOR CONFIDENTIAL COMMUNICATIONS)

GREGORY M. ALFORD*

JOHN W. WILKINS

CURTIS L. COLTRANE⁺

MITCHELL J. THORESON

*Also member Georgia Bar

⁺Also member of Virginia Bar

June 8, 2011

Mark A. Westbury
South Carolina Dept. of Transportation
P.O. Box 308
Saint George, SC 29477

Re: Arrow/Dunnagan's Alley Roundabout Project
Conveyance of R/O/W from Town of Hilton Head Island to SCDOT
Our File No.: THH 08-0018

Dear Mr. Westbury:

As you may recall, I worked with you in conjunction with the Town's recent conveyance to SCDOT of right of way in conjunction with the Town's Horseshoe Road/Old Wild Horse Road. The Town has now finalized recording of all right of way deeds in conjunction with the Town's Arrow/Dunnagan's Alley Roundabout Project involving the installation of a roundabout at the intersection of Arrow Road (S-524) and Dunnagan's Alley (S-525). Accordingly, the Town now desires to move forward with conveyance of the new right of way areas to SCDOT. Attached is a proposed Quit Claim Deed along with a highlighted copy the plat referenced therein. I would ask that you please review these documents and notify me of any concerns regarding the same and whether anything else is required to secure SCDOT Commission approval of this transaction. Upon your confirmation of the same, the Town will move forward with adopting an Ordinance authorizing the conveyance to SCDOT.

Thank you for your assistance with this matter, and I look forward to hearing from you soon. With kind regards, I am,

Sincerely,

ALFORD, WILKINS & COLTRANE, LLC

John W. Wilkins

JWW/hjs

Enc.

cc: Stephen G. Riley, CM
Scott Liggett

is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 133.

Beaufort County Tax Map Reference: R552 015 000 266A 0000; R552 015 000 0279 0000; R552 015 000 0415 0000; a portion of R552 015 000 0273 0000; a portion of R552 015 000 0275 0000.

This being a portion of the same property conveyed to Grantor by deed of Graves Construction Company, Inc. dated May 18, 2011 and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, in Record Book 3061 at Page 2243; by deed of Arts Center of Coastal Carolina, Inc. f/k/a The Self Family Arts Center, Inc. dated July 19, 2006 and recorded in Record Book 2410 at Page 1338; by deed of Property Research Holdings, Inc. dated June 8, 2009 and recorded in Record Book 2856 at Page 952; by deed of The Trust for Public Land dated May 13, 2005 and recorded in Record Book 2148 at Page 2600; and by deed of Kevin Raymond dated December 16, 2010 and recorded in Record Book 3026 at Page 1887;

This Deed was prepared in the law office of Alford, Wilkins & Coltrane, LLC, Post Office Drawer 8008, Hilton Head Island, South Carolina, 29938-8008, by John W. Wilkins, Esq.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, in fee simple, its Successors and Assigns, forever.

WITNESS Grantor's hand this _____ day of _____, 2011.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

2) _____
Signature of 1st Witness (must be different than 2nd witness)

By: _____
Drew A. Laughlin, Mayor

3) _____
Signature of 2nd Witness (the Notary Public)

Attest: _____
Stephen G. Riley, Manager

STATE OF SOUTH CAROLINA)
) UNIFORM ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public do hereby certify that DREW A. LAUGHLIN and STEPHEN G. RILEY appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

Witness my hand and seal this _____ day of _____, 2011.

4) _____(SEAL)
Signature of Notary Public for South Carolina
My Commission expires: _____



MEMORANDUM

TO: Public Facilities Committee

FROM: Stephen G. Riley, CM and Town Manager

VIA: Scott Liggett, Director of Public Projects & Facilities / Chief Engineer

DATE: June 28th, 2011

RE: US 278 (Wm. Hilton Pkwy.) at Squire Pope Road Right-of-Way Conveyance

Recommendation: Staff recommends the Public Facilities Committee endorse the right-of-way transfer transaction between the Town and the South Carolina Department of Transportation (SCDOT) as described in the attached documents from Alford, Wilkins and Coltrane and recommend approval to Town Council.

Summary: The 2008 construction of improvements to the intersection of US 278, or William Hilton Parkway, with Squire Pope Road and Chamberlin Drive by the Town as approved by the SCDOT, or Department, necessitates the transfer of ownership of portions of road right-of-way from the Town to the Department. The Department owns the rights-of-way associated with William Hilton Parkway and Squire Pope Road, and the Town would be conveying rights-of-way associated with the widening and realignment of these roads. The Town would retain the right-of-way associated with Chamberlin Drive. The area to be conveyed to the SCDOT is summarized in the attached dedication deed and accompanying Exhibit A, as well as on the attached plats. These areas are those obtained by the Town and added to the rights-of-way associated with William Hilton Parkway and Squire Pope Road to build the intersection improvement project completed in 2008. The total area to be dedicated from the Town to SCDOT is 0.561 acres. The Town is retaining ownership of all rights-of-way associated with Chamberlin Drive, as well as a remnant (Parcel A) of the parcel formerly owned by Kathleen Shoemaker in the northwest quadrant of the William Hilton Parkway/Squire Pope Road intersection that contains the "Hudson's" commercial directional sign.

Background: The Town constructed an improvement in the form of arterial widening and side street realignment at the intersection of William Hilton Parkway with Squire Pope Road, funded with Beaufort County sales and use tax referendum monies, in 2008. Some areas identified to be added to the existing SCDOT right-of-way associated with William Hilton Parkway and Squire Pope Road as necessary to construct the project were already owned by the Town, while others were privately held and required acquisition. The dedication to SCDOT recommended herein includes all of these areas that would appropriately be included in the rights-of-way associated with the SCDOT-maintained facilities William Hilton Parkway and Squire Pope Road.

WITNESS Grantor's hand this _____ day of _____, 2011.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

2) _____
Signature of 1st Witness (must be different than 2nd witness)

By: _____
Drew A. Laughlin, Mayor

3) _____
Signature of 2nd Witness (the Notary Public)

Attest: _____
Stephen G. Riley, Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that DREW A. LAUGHLIN and STEPHEN G. RILEY appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

Witness my hand and seal this _____ day of _____, 2011.

4) _____ (SEAL)
Signature of Notary Public for South Carolina
My Commission expires: _____

**** Instructions for Execution:**

*All signatures should be in blue ink.
ALL blanks must be filled in.
Grantor signs at line(s) 1)
Witness #1 signs at line 2)
Notary Public signs at line 3)
Notary Public signs at line 4) and affixes notary seal*

EXHIBIT "A"

ALL that certain piece, parcel, or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as "Area 2,155 Sq. Ft. (0.049 Acre)" on a plat titled "A R/W Plat of a Portion of Tax Parcel R511 007 000 066A, Beaufort County, South Carolina," prepared by Wilbur Smith Associates, dated June 5, 2007, and last revised March 6, 2008, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 126 at Page 23.

Beaufort County Tax Map Reference: a portion of R511 007 000 1046 0000

This being the same property conveyed to the within Grantor by Deed of Amanda Washington dated February 11, 2008 and recorded in the Office of Register of Deeds for Beaufort County, South Carolina in Record Book 2755 at Page 1301.

AND ALSO:

ALL those certain pieces, parcels or tracts of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being shown and described as "Parcel A Area 890 Sq. Ft. (0.020 Ac.)" and "Parcel B Area 885 Sq. Ft. (0.020 Ac.)" on that certain plat entitled "A Portion of Tax Parcel R511 007 000 0056, Beaufort County, South Carolina" dated June 5, 2007, prepared by Wilbur Smith Associates, certified by John L. Hudson, P.L.S. 6957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 61.

Beaufort County Tax Map Reference: a portion of R511 007 000 1046 0000

This being the same property conveyed to the within Grantor by Deed of The Matthew and Teena Jones Family, LLC dated March 11, 2011, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina in Record Book 3047 at Page 556.

AND ALSO:

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, consisting of 9,533 Sq. Ft. (0.22 acres), more or less, and being shown and described as "Parcel B (To Be Dedicated to S.C.D.O.T.)" on a plat entitled "A R/W Plat of Tax Parcel R511 007 000 0065, Beaufort County, South Carolina" dated June 5, 2007, prepared by Wilbur Smith Associates, certified by John L. Hudson, P.L.S. # 6957, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, in Plat Book 126 at Page 145.

Beaufort County Tax Map Reference: R511 007 000 1042 0000

This being a portion of the same property conveyed to the within Grantor by Deed of Kathleen Shoemaker and Brian J. Carmines, as Trustee Under the Andrew J. Carmines Trust Dated November 1, 1978, dated September 2, 2008, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, in Record Book 2774 at Page 2280.

AND ALSO:

ALL those certain pieces, parcels or tracts of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being shown and described as “Parcel A Area: 481 Sq. Ft. (0.011 Ac.)” and “Parcel B Area: 441 Sq. Ft. (0.010 Ac.)” on that certain plat entitled “A Portion of Tax Parcel R511 007 000 0053, Beaufort County, South Carolina” dated June 5, 2007, prepared by Wilbur Smith Associates, certified by John L. Hudson, P.L.S. 6957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

Beaufort County Tax Map Reference: A Portion of R511 007 000 0053 0000

This being a portion of the same property conveyed to the within Grantor by Deed of Blythe Posey Ashmore as Co-Trustee under the Will of Jack P. Ashmore, Jr., et al. dated October 17, 2007, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, in Record Book 2641 at Page 1788.

AND ALSO:

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being shown and described as “Area: 240 Sq. Ft. (0.006 Ac.)” on that certain plat entitled “A Portion of Tax Parcel R511 007 000 0054, Beaufort County, South Carolina” dated June 5, 2007, prepared by Wilbur Smith Associates, certified by John L. Hudson, P.L.S. 6957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

Beaufort County Tax Map Reference: A Portion of R511 007 000 0054 0000

This being a portion of the same property conveyed to the within Grantor by Deed of Blythe Posey Ashmore as Co-Trustee under the Will of Jack P. Ashmore, Jr., et al. dated October 17, 2007, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, in Record Book 2641 at Page 1788.

AND ALSO:

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being shown and described as ‘Area “A” – 3,521 Sq. Ft. (0.08 ac.) (To Be Dedicated to SCDOT)’ on that certain plat entitled “A Portion of Tax Parcel R511 007 000 066C, Beaufort County, South Carolina” dated June 5, 2007, last revised May 20, 2011, prepared by Wilbur Smith Associates, certified by John L. Hudson, P.L.S. 6957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

Beaufort County Tax Map Reference: A Portion of R511 007 000 1046 0000

This being a portion of the same property conveyed to the within Grantor by Deed of Perry White dated February 11, 2004, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, in Record Book 1909 at Page 896.

AND ALSO:

ALL those certain pieces, parcels or tracts of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being shown and described as “Parcel A Area: 3,639 Sq. Ft. (0.084 Ac.)” and “Parcel B Area: 16,246 Sq. Ft. (0.373 Ac.)” on that certain plat entitled “A Portion of Tax Parcel R511 007 000 066F, Beaufort County, South Carolina” dated June 5, 2007, prepared by Wilbur Smith Associates, certified by John L. Hudson, P.L.S. 6957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

Beaufort County Tax Map Reference: A Portion of R511 007 000 066F 0000

This being a portion of the same property conveyed to the within Grantor by Deed of RG Holding, LLC dated October 31, 2001, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, in Record Book 1508 at Page 1037.

AND ALSO:

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being shown and described as “Parcel A Area: 1,267 Sq. Ft. (0.029 Ac.)” on that certain plat entitled “A Portion of Tax Parcel R511 007 000 0050, Beaufort County, South Carolina” dated June 5, 2007, prepared by Wilbur Smith Associates, certified by John L. Hudson, P.L.S. 6957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

Beaufort County Tax Map Reference: A Portion of R511 007 000 0050 0000

This being a portion of the same property conveyed to the within Grantor by Deed of Lowcountry Investment Club, LLC dated January 31, 2007, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, in Record Book 2516 at Page 2560.

AND ALSO:

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being shown and described as “Area: 1,446 Sq. Ft. (0.032 Ac.)” on that certain plat entitled “A Portion of Tax Parcel R511 007 000 0245, Beaufort County, South Carolina” dated June 5, 2007, prepared by Wilbur Smith Associates, certified by John L. Hudson, P.L.S. 6957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

Beaufort County Tax Map Reference: A Portion of R511 007 000 0245 0000

This being a portion of the same property conveyed to the within Grantor by Deed of Michael P. Casavant and Debra A. Monge dated February 18, 2004, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, in Record Book 1912 at Page 706.

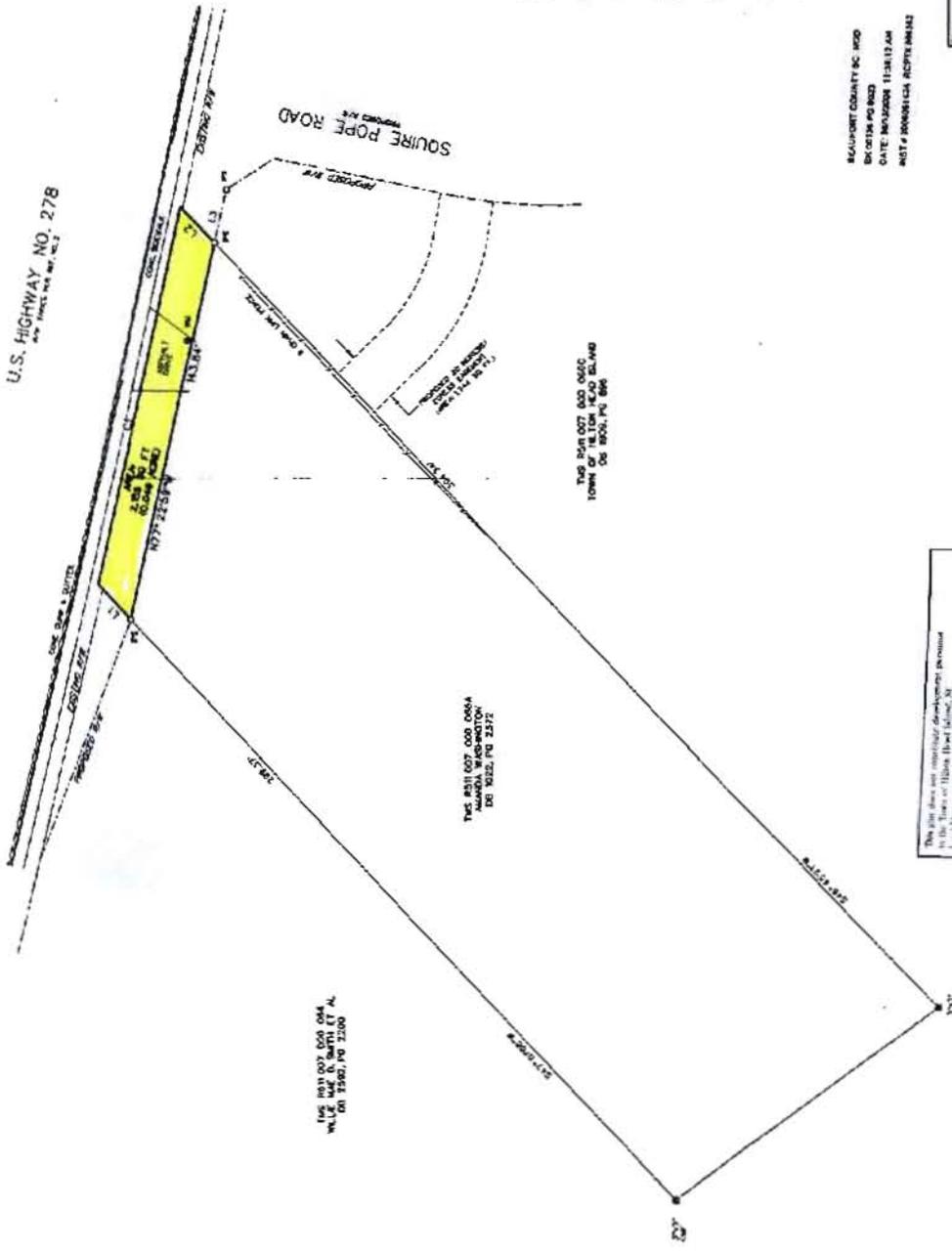
CURVE	CH	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
		1498.9'	W 4.82E	177.3415E	11.08'	00°-23'24"

LINE	BEARING	DISTANCE
1	S 71°-03'24"E	86.29'
2	S 71°-22'24"E	203.34'

THE 831 007 000 00A
 WADSWORTH, WASHINGTON
 DC 2022, PG 2372

THE 831 007 000 00A
 WADSWORTH, WASHINGTON
 DC 2022, PG 2372

THE 831 007 000 00A
 TOWN OF HILTON HEAD ISLAND
 DE 2992, PG 806

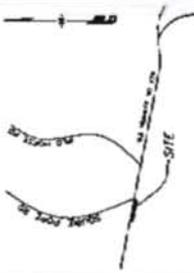


LEGEND

- FOR THE USE OF THE SURVEYOR
- FOR THE USE OF THE OWNER
- FOR THE USE OF THE ADJACENT OWNER
- FOR THE USE OF THE ADJACENT OWNER
- FOR THE USE OF THE ADJACENT OWNER

SCALE: 1" = 200'

VICINITY MAP
 NOT TO SCALE



REFERENCES:

- PLAN OF RECORD OF ESTATE OF FLORENCE HOBBS, BY HER SONS, CHRISTOPHER S. HOBBS AND FLORENCE HOBBS, AS PLAT BOOK 10, PAGE 177, BEAUFORT COUNTY, SOUTH CAROLINA, 1984.
- PLAN OF RECORD OF ESTATE OF FLORENCE HOBBS, BY HER SONS, CHRISTOPHER S. HOBBS AND FLORENCE HOBBS, AS PLAT BOOK 10, PAGE 177, BEAUFORT COUNTY, SOUTH CAROLINA, 1984.
- PLAN OF RECORD OF ESTATE OF FLORENCE HOBBS, BY HER SONS, CHRISTOPHER S. HOBBS AND FLORENCE HOBBS, AS PLAT BOOK 10, PAGE 177, BEAUFORT COUNTY, SOUTH CAROLINA, 1984.

SURVEYOR'S NOTES:

- THIS SURVEY WAS PERFORMED WITHIN THE BOUNDS OF A TITLE EXAMINATION AND THE SURVEYOR HAS REVIEWED THE RECORDS OF THE BEAUFORT COUNTY REGISTER OF DEEDS AND THE RECORDS OF THE BEAUFORT COUNTY REGISTER OF DEEDS TO VERIFY THE BOUNDARIES OF THE PARCEL AND TO VERIFY THE BOUNDARIES OF THE ADJACENT PARCELS.
- THE SURVEYOR HAS REVIEWED THE RECORDS OF THE BEAUFORT COUNTY REGISTER OF DEEDS AND THE RECORDS OF THE BEAUFORT COUNTY REGISTER OF DEEDS TO VERIFY THE BOUNDARIES OF THE PARCEL AND TO VERIFY THE BOUNDARIES OF THE ADJACENT PARCELS.
- THE SURVEYOR HAS REVIEWED THE RECORDS OF THE BEAUFORT COUNTY REGISTER OF DEEDS AND THE RECORDS OF THE BEAUFORT COUNTY REGISTER OF DEEDS TO VERIFY THE BOUNDARIES OF THE PARCEL AND TO VERIFY THE BOUNDARIES OF THE ADJACENT PARCELS.
- THE SURVEYOR HAS REVIEWED THE RECORDS OF THE BEAUFORT COUNTY REGISTER OF DEEDS AND THE RECORDS OF THE BEAUFORT COUNTY REGISTER OF DEEDS TO VERIFY THE BOUNDARIES OF THE PARCEL AND TO VERIFY THE BOUNDARIES OF THE ADJACENT PARCELS.

BEAUFORT COUNTY, SOUTH CAROLINA
 DATE: 08/08/2007
 SURVEYOR: [Signature]

This plan shows the corrected description of the parcel shown on the plat of record in the Town of Hilton Head Island, SC.

Surveyed by the Surveyor

Surveyed by the Surveyor and the Registered Professional Engineer

Surveyed by the Surveyor and the Registered Professional Engineer and the Registered Professional Surveyor

Surveyed by the Surveyor and the Registered Professional Surveyor and the Registered Professional Engineer

Surveyed by the Surveyor and the Registered Professional Surveyor and the Registered Professional Engineer and the Registered Professional Surveyor

Certified by: [Signature]

Title: [Signature]

This plan shows the corrected description of the parcel shown on the plat of record in the Town of Hilton Head Island, SC.

Surveyed by the Surveyor

Surveyed by the Surveyor and the Registered Professional Engineer

Surveyed by the Surveyor and the Registered Professional Engineer and the Registered Professional Surveyor

Surveyed by the Surveyor and the Registered Professional Surveyor and the Registered Professional Engineer

Surveyed by the Surveyor and the Registered Professional Surveyor and the Registered Professional Engineer and the Registered Professional Surveyor

Certified by: [Signature]

Title: [Signature]

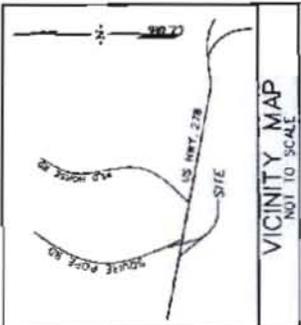
CERTIFICATION:

I, the Surveyor, hereby certify that the information and data furnished herein were obtained from the records of the Beaufort County Register of Deeds and the records of the Beaufort County Register of Deeds and that the same are true and correct to the best of my knowledge and belief.

[Signature]

OWNER: D. WOODRUFF	PREPARED BY: WILBUR SMITH ASSOCIATES
DATE: 08/08/2007	DATE: 08/08/2007
PROJECT NO: 004	TAX PARCEL: R31 007 000 0660
PROJECT NAME: [Blank]	BEAUFORT COUNTY, SOUTH CAROLINA
THE TOWN OF HILTON HEAD ISLAND	

BEAUFORT COUNTY, SOUTH CAROLINA
 DATE: 08/08/2007



LEGEND

RIGHT OF WAY
 EASEMENT
 SURVEY BOUNDARY
 PROPERTY BOUNDARY
 EASEMENT BOUNDARY
 SURVEY POINT
 SURVEY LINE
 SURVEY BOUNDARY

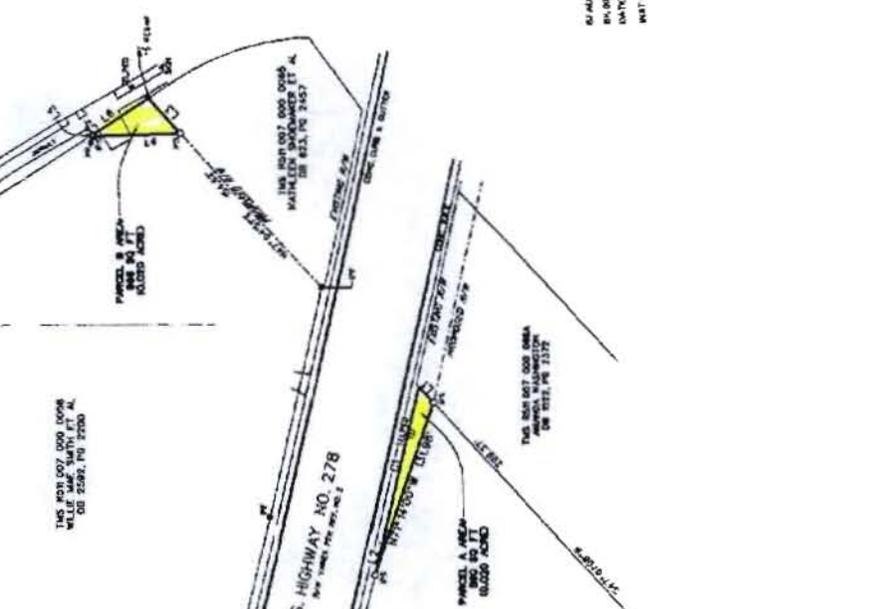
1. 100' WIDE RIGHT OF WAY
 2. 100' WIDE EASEMENT
 3. SURVEY BOUNDARY
 4. PROPERTY BOUNDARY
 5. EASEMENT BOUNDARY
 6. SURVEY POINT
 7. SURVEY LINE
 8. SURVEY BOUNDARY

REFERENCES:

1. SURVEY MAPS OF ADJACENT LOTS FOR THE VETS OF AMERICA, INC. AS RECORDED IN PLAT BOOK 33, PAGE 33.
2. MOST PLANS AND RECORDS OF ADJACENT LOTS RECORDED IN PLAT BOOK 33, PAGE 33.
3. SURVEY MAP FOR 170' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY FOR THE VETS OF AMERICA, INC. AS RECORDED IN PLAT BOOK 33, PAGE 33.

SURVEYOR'S NOTES:

1. ALL LOTS SHOWN OUTSIDE THE DEFINED PROPERTY LINE IS FOR DESCRIPTIVE PURPOSES ONLY.
2. THIS SURVEY IS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE PUBLIC RECORDS ACT OF 1967. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS AS SHOWN ON THE PLAT AND DOES NOT CONSTITUTE A TITLE DEFICIENCY.
3. THE 100' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY ARE SHOWN AS A 100' WIDE STRIP OF LAND WITHIN THE 100' WIDE RIGHT OF WAY AND EASEMENT.
4. THE 100' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY ARE SHOWN AS A 100' WIDE STRIP OF LAND WITHIN THE 100' WIDE RIGHT OF WAY AND EASEMENT.
5. THE 100' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY ARE SHOWN AS A 100' WIDE STRIP OF LAND WITHIN THE 100' WIDE RIGHT OF WAY AND EASEMENT.
6. THE 100' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY ARE SHOWN AS A 100' WIDE STRIP OF LAND WITHIN THE 100' WIDE RIGHT OF WAY AND EASEMENT.
7. THE 100' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY ARE SHOWN AS A 100' WIDE STRIP OF LAND WITHIN THE 100' WIDE RIGHT OF WAY AND EASEMENT.
8. THE 100' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY ARE SHOWN AS A 100' WIDE STRIP OF LAND WITHIN THE 100' WIDE RIGHT OF WAY AND EASEMENT.
9. THE 100' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY ARE SHOWN AS A 100' WIDE STRIP OF LAND WITHIN THE 100' WIDE RIGHT OF WAY AND EASEMENT.
10. THE 100' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY ARE SHOWN AS A 100' WIDE STRIP OF LAND WITHIN THE 100' WIDE RIGHT OF WAY AND EASEMENT.



THIS SURVEY WAS CONDUCTED BY THE SURVEYOR IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE PUBLIC RECORDS ACT OF 1967. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS AS SHOWN ON THE PLAT AND DOES NOT CONSTITUTE A TITLE DEFICIENCY.

AREAS:
 PARCEL A: 850.50 FT (0.020 ACRES)
 PARCEL B: 850.50 FT (0.020 ACRES)
 TOTAL: 1,701.00 FT (0.040 ACRES)

CERTIFICATION:
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey map as the same appears in my office.

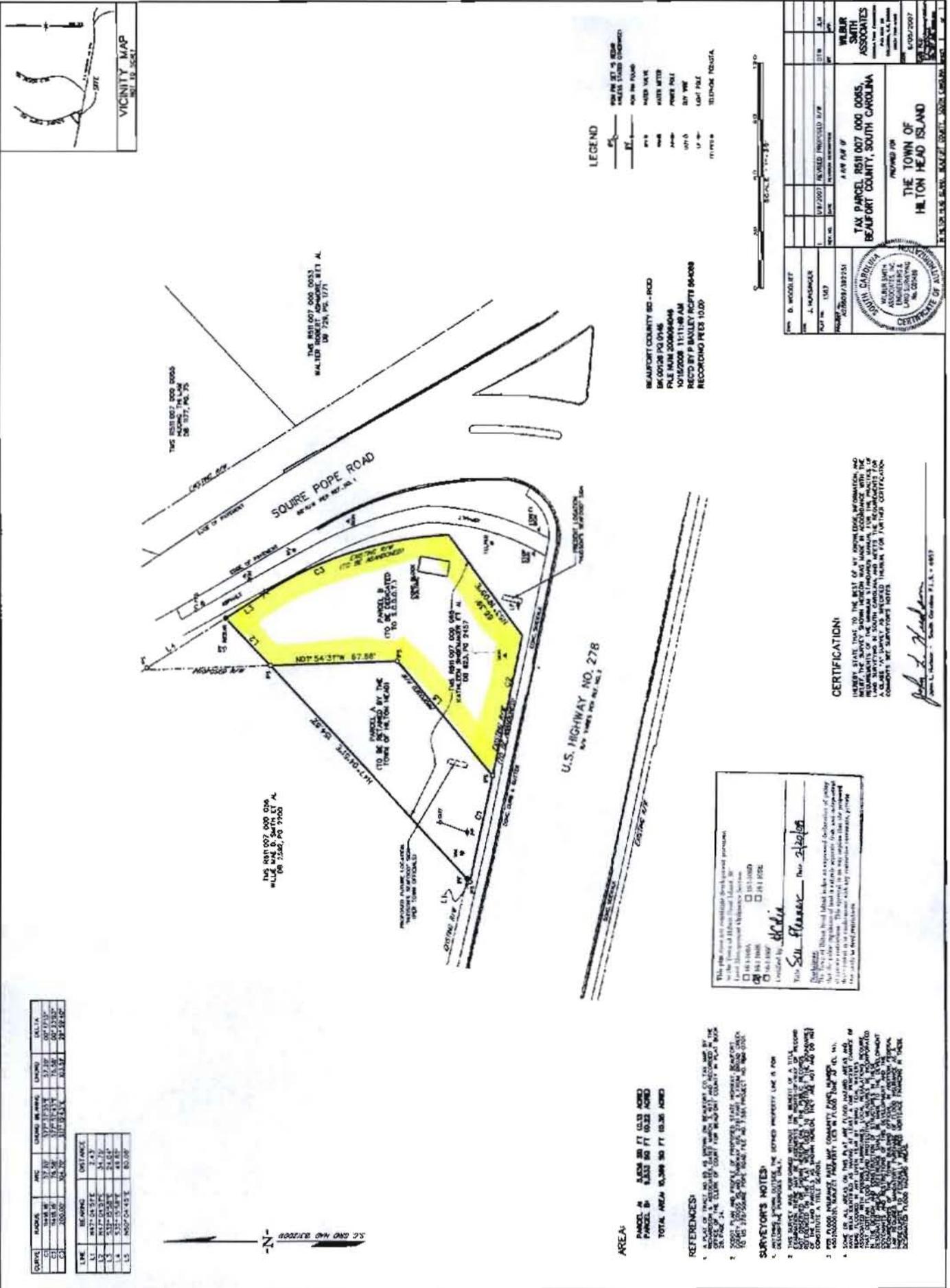
Date: 2/25/11
 Signature: [Signature]
 Title: Surveyor

SURVEYOR'S NOTES:
 1. ALL LOTS SHOWN OUTSIDE THE DEFINED PROPERTY LINE IS FOR DESCRIPTIVE PURPOSES ONLY.
 2. THIS SURVEY IS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE PUBLIC RECORDS ACT OF 1967. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS AS SHOWN ON THE PLAT AND DOES NOT CONSTITUTE A TITLE DEFICIENCY.
 3. THE 100' WIDE EASEMENT AND 100' WIDE RIGHT OF WAY ARE SHOWN AS A 100' WIDE STRIP OF LAND WITHIN THE 100' WIDE RIGHT OF WAY AND EASEMENT.

DATE	2/25/11
BY	D. WOODLEY
FOR	A. H. HENDERSON
PLAT NO.	13300
BOOK	1327
PAGE	61
A PORTION OF TAX PARCEL 007 000 000 BEAUFORT COUNTY, SOUTH CAROLINA PREPARED FOR THE TOWN OF HILTON HEAD ISLAND	
SURVEYOR'S OFFICE WILBER SMITH ASSOCIATES 1000 W. 10TH STREET WILMINGTON, N.C. 28401 PHONE: 704/779-1444 FAX: 704/779-1445 EMAIL: WSMITH@WILBERSMITH.COM	



BEAUFORT COUNTY REC-100
 BK 1327 PG 61
 DATE: 2/25/11 12:25:03 PM
 MAP # 201101131 REC# 144278A



CURVE	BEARING	DISTANCE	CHORD	DELTA
1	N87°04'57"E	7.73	7.73	0°
2	S71°02'45"E	24.47	24.47	0°
3	S71°02'45"E	24.47	24.47	0°
4	S71°02'45"E	48.94	48.94	0°
5	N87°04'57"E	80.00	80.00	0°

LINE	BEARING	DISTANCE
1.1	N87°04'57"E	7.73
1.2	S71°02'45"E	24.47
1.3	S71°02'45"E	24.47
1.4	S71°02'45"E	48.94
1.5	N87°04'57"E	80.00

S.C. GEO. AND SURVEYOR

AREA:
 PARCEL A 4.50 ACRES
 PARCEL B 1.50 ACRES
 TOTAL AREA 6.00 ACRES

REFERENCES:

- PLAT OF THE STATE OF SOUTH CAROLINA, COUNTY OF BEaufort, PARCEL A, BEARING AND DISTANCES AS SHOWN ON SAID PLAT.
- PLAT OF THE STATE OF SOUTH CAROLINA, COUNTY OF BEaufort, PARCEL B, BEARING AND DISTANCES AS SHOWN ON SAID PLAT.

SURVEYOR'S NOTES:

- THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS OF 1790 AND 1804.
- THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS OF 1790 AND 1804.
- THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS OF 1790 AND 1804.
- THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS OF 1790 AND 1804.

CERTIFICATION:

I, the undersigned, being duly sworn, certify that the foregoing is a true and correct copy of the original survey plat as the same appears in my office.

John L. Hester
 JOHN L. HESTER, Surveyor, P.L.C. # 4857

This plat was prepared by the Surveyor General of the State of South Carolina, under the authority of the Board of Surveyors, and is a true and correct copy of the original survey plat as the same appears in my office.

John L. Hester
 JOHN L. HESTER, Surveyor, P.L.C. # 4857

CERTIFICATION:

I, the undersigned, being duly sworn, certify that the foregoing is a true and correct copy of the original survey plat as the same appears in my office.

John L. Hester
 JOHN L. HESTER, Surveyor, P.L.C. # 4857

John L. Hester
 JOHN L. HESTER, Surveyor, P.L.C. # 4857

TAX PARCEL: R511 007 000 000S,
 BEaufort COUNTY, SOUTH CAROLINA

PREPARED FOR:
 THE TOWN OF
 HILTON HEAD ISLAND



NO.	NAME	DATE	REMARKS
1	J. HESTER	08/20/2007	RECORDED
2	J. HESTER	08/20/2007	RECORDED

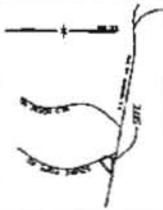
SCALE: 1" = 100'

BEaufort COUNTY SO - ROAD
 BK 00728 PG 0146
 FILE NUM 200609-046
 NO 150008 11:11:48 AM
 RECD BY P. BAILEY RCP# 96408
 RECORDING FEE \$ 10.00

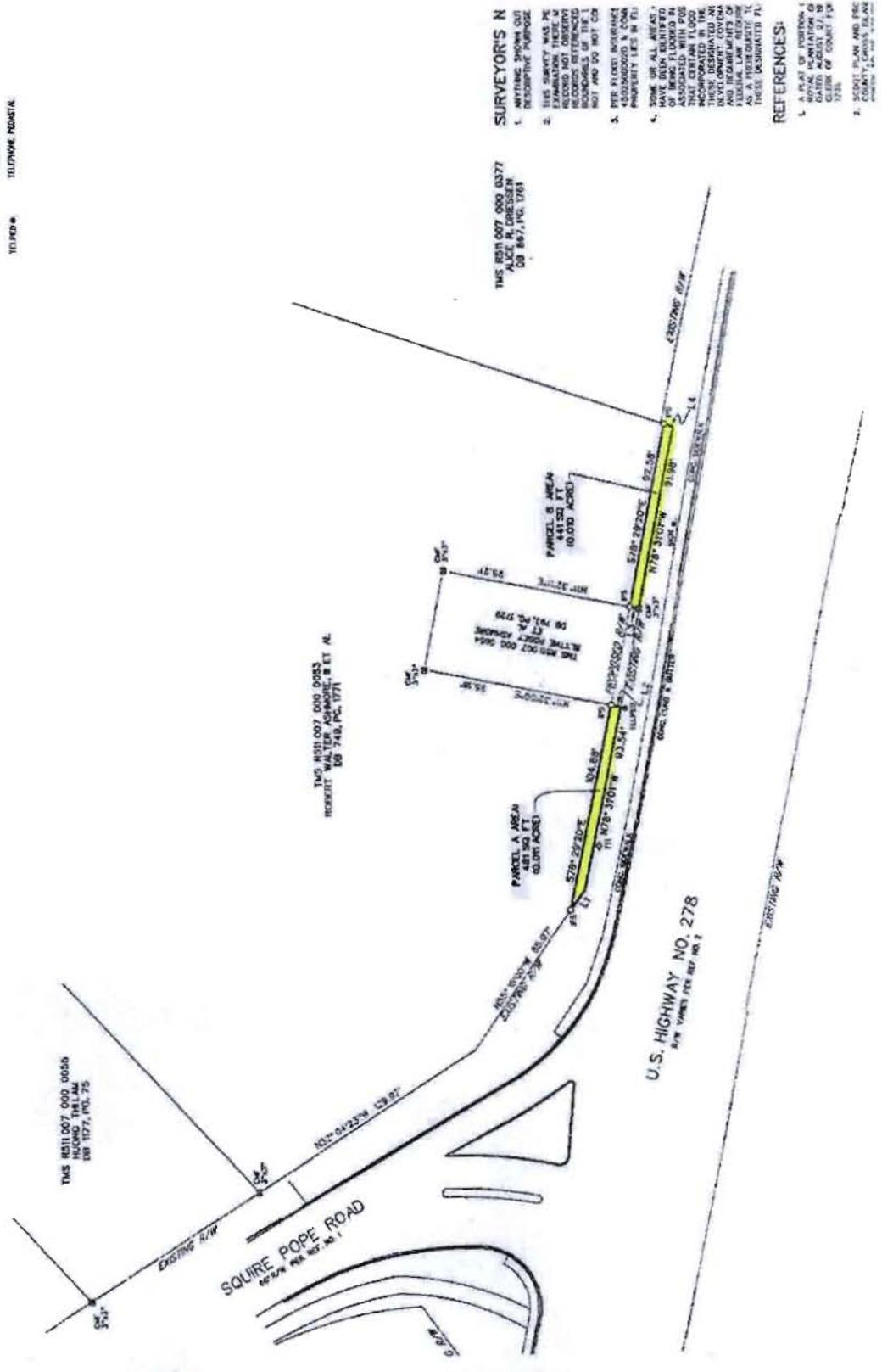
THE 1987 007 000 000S
 PARCEL A, BEARING AND DISTANCES AS SHOWN ON SAID PLAT.

THE 1987 007 000 000S
 PARCEL B, BEARING AND DISTANCES AS SHOWN ON SAID PLAT.

VICINITY MAP



UNITED STATES GOVERNMENT
 CONCRETE MONUMENT FORM
 THIS FORM IS FOR THE
 TELEPHONE NUMBER



SURVEYOR'S N

1. ANYTHING SHOWN ON THIS SURVEY WAS PERFORMED BY THE SURVEYOR AND HIS ASSISTANTS. RECORDS REFERENCED TO THIS SURVEY ARE THE PROPERTY OF THE SURVEYOR AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.
2. PER FIELD INSTRUMENT RECORDS, THE SURVEY WAS MADE ON THE DATE AND AT THE PLACE AND UNDER THE CONDITIONS SPECIFIED IN THE FIELD BOOKS.
3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF TEXAS.
4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF TEXAS.

REFERENCES:

1. A.P.A. OF TARRANT COUNTY, TEXAS, DATED AUGUST 27, 1918.
2. 2001 PLAN AND SPECIFICATIONS FOR THE CONSTRUCTION OF U.S. HIGHWAY NO. 278.

TMS 8011007 000 0077
 ALICE R. DRESSER
 DB 867, PLS. 1761

TMS 8011007 000 0083
 ROBERT WALTER ADAMS, JR. ET AL.
 DB 748, PLS. 1071

TMS 8011007 000 0050
 HUONG THI LAM
 DB 1077, PLS. 75

U.S. HIGHWAY NO. 278
 PLAN NUMBER 100 007 003 2

WIRE POPE ROAD
 80 FT WIDE PER REF. NO. 1



U.S. HIGHWAY NO. 278
 87 FT WIDE PER REF. NO. 2

DATE: 01/15/08
 DRAWN BY: J. HUNTER
 PROJECT NO.: 1384
 DRAWING NO.: 1384-01
 SHEET NO.: 1 OF 1
 WELBOR ENGINEERING & SURVEYING, INC.
 1010 W. 10TH ST., SUITE 100
 WILMINGTON, NORTH CAROLINA 28403

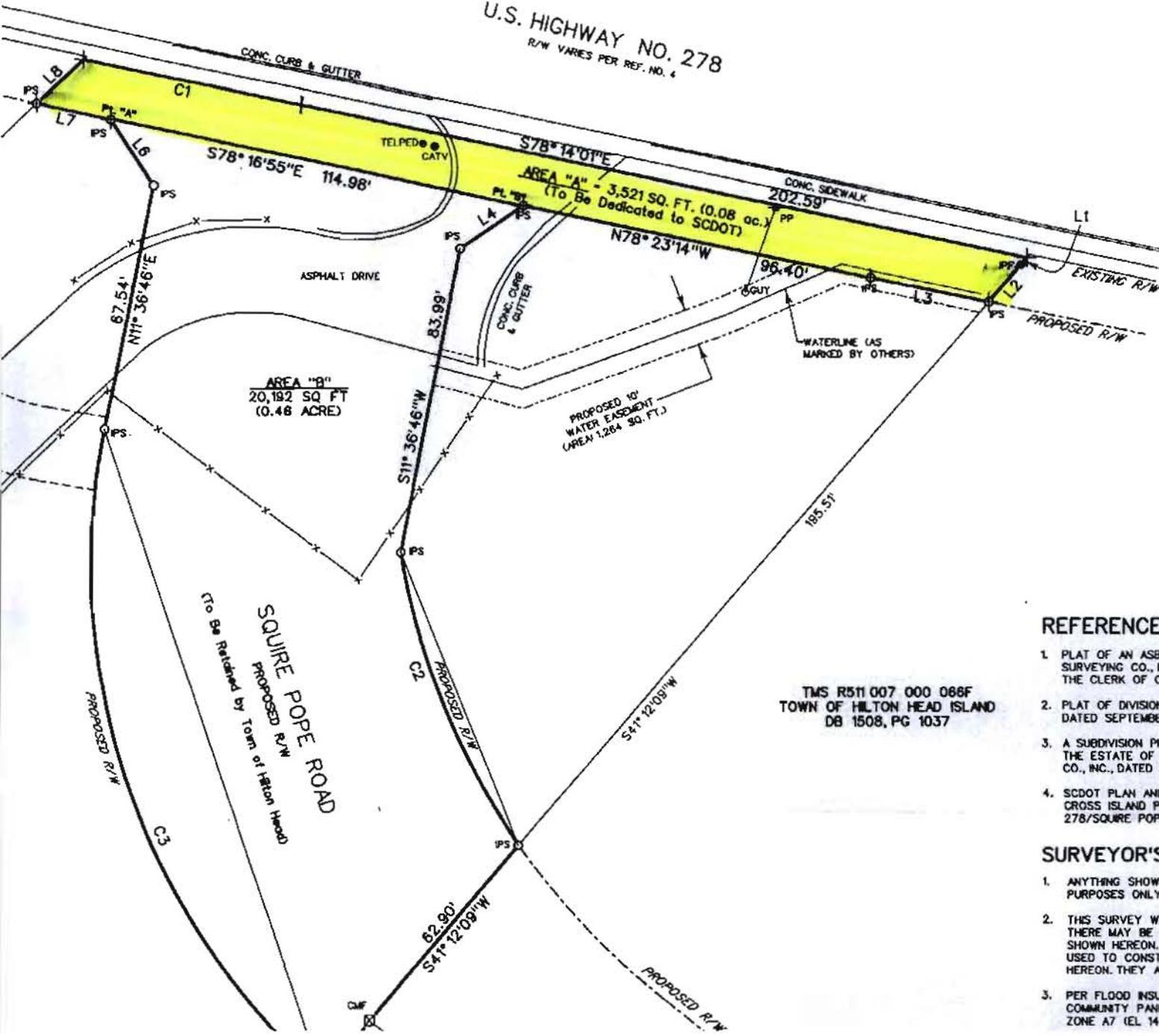
THIS DOCUMENT CONTAINS THE RESULTS OF A SURVEY CONDUCTED BY THE SURVEYOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYING ACT OF 1973, AS AMENDED.

DATE: 1/15/08
 SURVEYOR: J. Hunter

NOTICE: THIS DOCUMENT CONTAINS THE RESULTS OF A SURVEY CONDUCTED BY THE SURVEYOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYING ACT OF 1973, AS AMENDED.

DATE: 1/15/08
 SURVEYOR: J. Hunter

U.S. HIGHWAY NO. 278
R/W VARIES PER REF. NO. 4



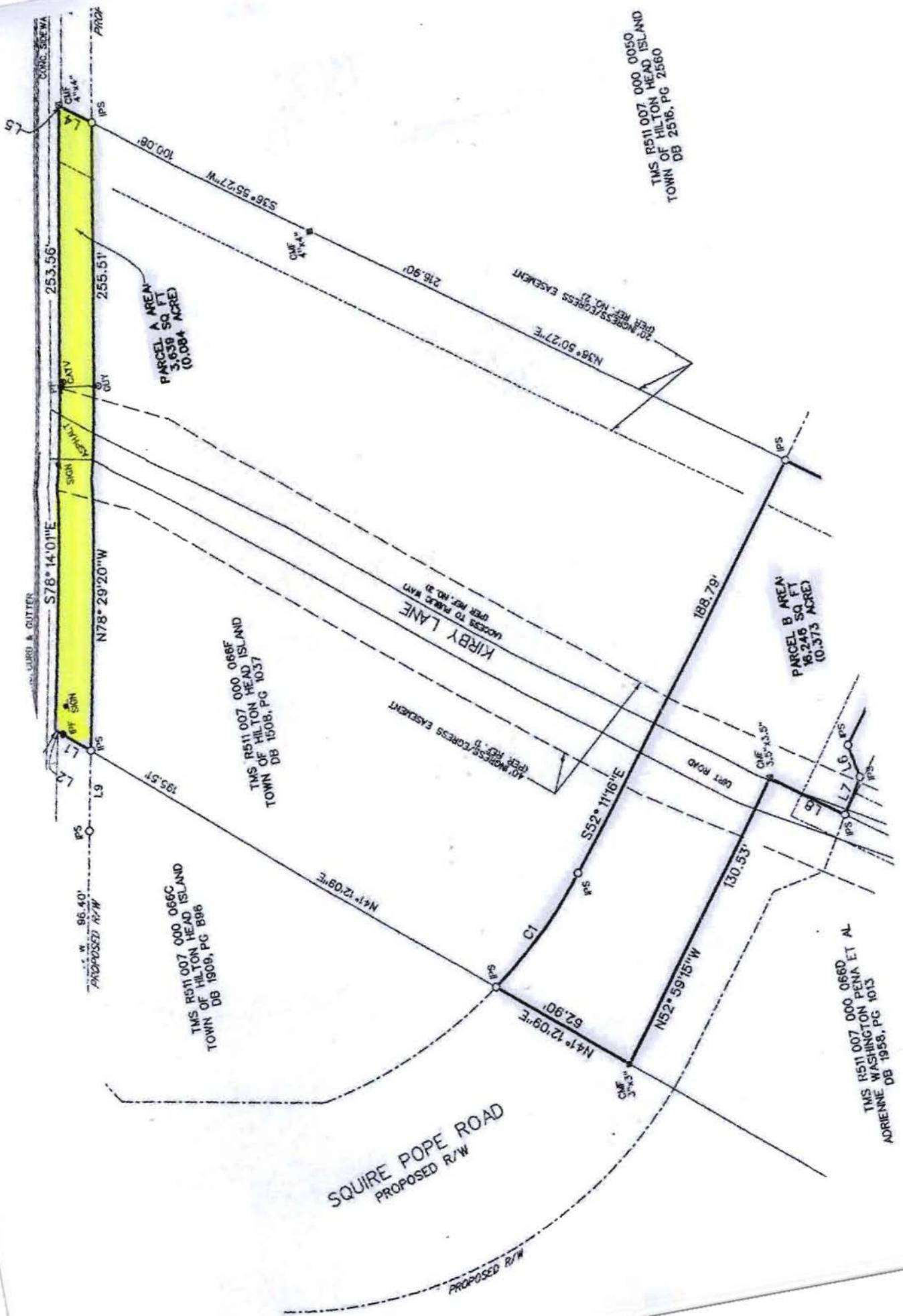
REFERENCES:

1. PLAT OF AN ASBULT SURVEYING CO., INC., THE CLERK OF COUR
2. PLAT OF DIVISION OF DATED SEPTEMBER 1
3. A SUBDIVISION PLAT THE ESTATE OF THO CO., INC., DATED MAY
4. SCDOT PLAN AND PI CROSS ISLAND PARK 278/SQUIRE POPE R

TMS R511 007 000 086F
TOWN OF HILTON HEAD ISLAND
DB 1508, PG 1037

SURVEYOR'S I

1. ANYTHING SHOWN O PURPOSES ONLY.
2. THIS SURVEY WAS I THERE MAY BE EAS SHOWN HEREON, ONL USED TO CONSTRU HEREON, THEY ARE
3. PER FLOOD INSURAN COMMUNITY PANEL I ZONE A7 (EL 14).



TMS R511 007 000 0050
 TOWN OF HILTON HEAD ISLAND
 TOWN DB 2516, PG 2560

SQUIRE POPE ROAD
 PROPOSED R/W

PARCEL A AREA
 3,639 SQ. FT.
 (0.084 ACRE)

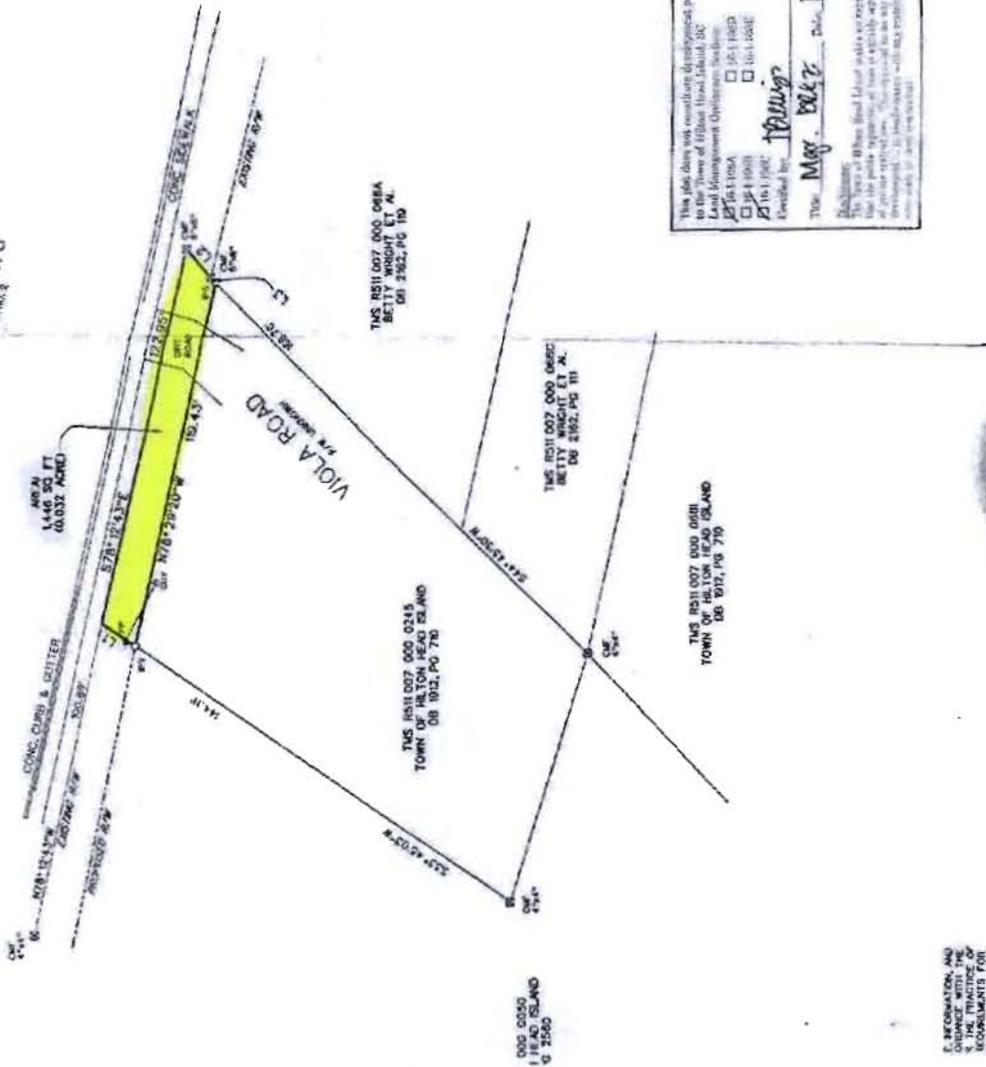
PARCEL B AREA
 16,246 SQ. FT.
 (0.373 ACRE)

TMS R511 007 000 0686
 TOWN OF HILTON HEAD ISLAND
 TOWN DB 1508, PG 1037

TMS R511 007 000 0686
 TOWN OF HILTON HEAD ISLAND
 TOWN DB 1909, PG 886

TMS R511 007 000 0660
 WASHINGTON PENNA ET AL
 ADRIENNE, DB 1958, PG 1013

U.S. HIGHWAY NO. 278
R/W VARIOUS PLS. DIST. NO. 2



REFERENCES:

1. BOUNDARY PLAT OF 4.82 ACRES VIOLEA ROAD, PARCELS B, A, AND C, BY SURVEYING CONSULTANTS INCORPORATED IN THE OFFICE OF THE RECORDER OF PLATS BOOK 91, PAGE 151.
2. PLAT OF A BOUNDARY SURVEY OF BEAR CREEK, 1.00 ACRES, PARCELS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AND RECORDS IN PLAT BOOK 90, PAGE 2004, AND RECORDS IN PLAT BOOK 90, PAGE 2004.
3. SCOTT PLAN AND PROBEAL OF IMPROVED STATE CROSS ISLAND PARKWAY U.S. 278 PART A, 1.00 ACRES, PARCELS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AND RECORDS IN PLAT BOOK 91, PAGE 151.

SURVEYOR'S NOTES:

1. ANYTHING SHOWN OUTSIDE THE DEFINED PROPERTY BOUNDARIES IS NOT TO BE CONSIDERED.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A RECENT SURVEY OF THE ADJACENT PROPERTY TO CORRECT THE BOUNDARIES OF THE LAND PARCELS AND DO NOT CONSTITUTE A TITLE SEARCH.
3. PER FLOOD INSURANCE RATE MAP COMMUNITY PLAN NUMBER 4502000000, SUBJECT TO 81.14.
4. SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD IDENTIFIED AS HAVING AT LEAST A ONE PERCENT ANNUAL FLOOD CHANCE. THESE AREAS ARE NOT TO BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF ANY STRUCTURES OR UTILITIES. ALL BUILDINGS, STRUCTURES, AND UTILITIES SHALL BE MADE FLOOD RESISTANT IN ACCORDANCE WITH THE FLOOD DAMAGE PREVENTION AND MITIGATION ACT (FLOOD DAMAGE PREVENTION ACT) AND THE FLOOD DAMAGE PREVENTION AND MITIGATION ACT (FLOOD DAMAGE PREVENTION ACT) IN THESE DESIGNATED FLOOD HAZARD AREAS.



DATE	11/10/17
BY	J. WOODRUFF
FOR	J. WOODRUFF
PLAT NO.	0372
PROJECT NO.	428609/302201
SCALE	1" = 20'

This plat does not constitute a deed or conveyance of any interest in the land shown hereon. It is a survey only and does not constitute a title search. The surveyor is not responsible for any errors or omissions in this plat. The surveyor is not responsible for any errors or omissions in this plat. The surveyor is not responsible for any errors or omissions in this plat.

Surveyed by: *J. Woodruff*
Title: *Map, Plat* Date: *11/10/17*

Disclaimer: The surveyor is not responsible for any errors or omissions in this plat. The surveyor is not responsible for any errors or omissions in this plat. The surveyor is not responsible for any errors or omissions in this plat.

FOR INFORMATION AND GUIDANCE WITH THE RECORDS OF THE RECORDER OF PLATS, THIS CERTIFICATION IS HEREBY MADE.

Memo



To: Public Facilities Committee

Via: Steve Riley, Town Manager
Scott Liggett, Dir. of PP&F / Chief Engineer

From: Jeff Buckalew, Town Engineer
Jennifer Lyle, Assistant Town Engineer

Subject: Debris Removal Agreements between Town and Beaufort County and SCDOT

Date: June 28, 2011

Recommendation: Staff recommends the Public Facilities Committee endorse the execution of memorandums of agreement with Beaufort County and the South Carolina Department of Transportation (SCDOT) for disaster related debris removal from their respective road rights of way on Hilton Head Island.

Summary:

The Disaster Recovery Commission (DRC) recently endorsed the execution of these agreements at their annual meeting held on June 23, 2011. These agreements are important to the Town as they will provide the legal authority for the Town to better manage disaster response and recovery operations on these roads and then seek reimbursement through federal assistance programs. If the Town does not have an agreement with the road owner, then the Town could choose to perform the work with no expectations of reimbursement, or rely on the road owner to remove the debris, the timeliness and manner of which would solely be at their discretion. The SCDOT agreement requires the Town to fund the local share (25%) for work done in their rights of way after the initial push and first collection pass. The County agreement is a mutual-aid agreement in which the Town may require assistance from the County, or the County may require assistance from the Town, to remove debris from the County's rights of way. This agreement should impose no additional or adverse funding impacts on the Town related to its debris operations.

Background:

FEMA's guidelines clearly identify that eligible debris removal work under the Public Assistance program must be located on the applicants improved property or right-of-way and the debris removal is the legal responsibility of the applicant. These agreements will allow the Town to meet that requirement for debris work performed in the County and State rights of way.

Exhibit A - Public Road Ownership Lists

The current inventory of public roads on the island shows there are approximately 64 State-owned roads, 71 County-owned roads, and 36 Town-owned roads.

STATE OF SOUTH CAROLINA ROADS SCDOT BEAUFORT OFFICE: 524-7255

Name	Route No.	Miles
Archer Road	610	0.15
Arrow Rd. (Pal. Bay to Helmsman)	338	0.59
Arrow Rd. (Archer to WHP)	524/610	
Avocet Road	328	0.12
Azalea Street	540	0.11
Baygall Road	335	0.34
Beach City Rd(Mathews-The Spa)	333	1.81
Bittern Rd. (Lagoon to NFB Dr)	771	0.13
Blue Heron Point Road	772	0.68
Blue Water Marina Drive		0.02
Bradley Beach Road	332	0.26
Camellia Street	541	0.11
Cordillo Parkway	342	1.37
Coligny Circle		0.22
Sol Blatt Jr. Cross Is. Pkwy.	US 278	4.05
Deallyon Avenue	405	0.40
Dillon Road	334	1.82
Dune Lane (Ibis to Jacana)	729	0.10
Dunnagans Alley(P Bay to Arrow)	525	0.23
Executive Park Road	737	0.29
Fish Haul Road (paved)	334	0.44
Folly Field Rd (WHP to Starfish)	148	0.97
Folly Field Rd(Starfish-Isl. Bch. Pk.)	308	
Gardenia Street	542	0.10
Genesta Street		0.06
Ghost Crab Way	760	0.12
Gum Tree Road	294/482	1.32
Helmsman Way	835	0.57
Ibis Street (Lagoon to NFB Dr.)	327	0.19
Jacana Street	729	0.25
Jenkins Road	298	0.38
Kings Court	724	0.23
Lagoon Road	327	0.55
Marshland Lane		0.08
Marshland Road	245	4.70
Mathews Drive	44	1.83
Mimosa Street	638	0.06
Mitchellville Road (paved)	775	0.45
Moonshell Road	757	0.27
Nautilus Road	338 Spur	0.13
North Forest Beach Drive	244	1.38
Office Way	625	0.12

Name	Route No.	Miles
Old Wild Horse Road	294	0.30
Oleander Street	539	0.28
Paddleboat Lane		0.07
Palmetto Bay Road	US 278	2.95
Periwinkle Lane	756	0.09
Point Comfort Circle	338	0.10
Point Comfort Road	338	0.97
Pope Avenue	80	1.02
Power Alley	801	0.19
Row Boat Road	607 Spur	0.16
Sand Dollar Rd(Seahorse to end)	758	0.20
Sea Horse Way	759	0.14
Sea Olive Road	607	0.41
Sea Pines Circle		0.19
Singleton Beach Road	200	0.47
South Forest Beach Drive	243	1.38
Spanish Wells Road	79	2.96
Squire Pope Road	141	1.71
Squiresgate Road	723	0.55
Target Road	524	0.16
Union Cemetery Road	624	0.96
Wilborn Rd (WHP to School Rd)	626	0.32
Wild Horse Road	294	0.81
Wm Hilton Pkwy (XIP to SP Circle)	US 278 Bus	2.32
Wm Hilton Pkwy (Bridge to XIP)	US 278	9.00
Woodhaven Drive	686	0.29
Woodhaven Lane	687	0.14
	Total Miles:	66.39

BEAUFORT COUNTY ROADS
BEAUFORT COUNTY OFFICE: 815-1522

Name	Miles
ALLEN ROAD	0.17
ARROW ROAD	0.14
AUGUSTA LANE	0.11
AVOCET ROAD	0.07
BAY PINES DRIVE	0.35
BAY PINES ROAD	0.10
BEACH CITY ROAD	0.52
BEACHWOOD DRIVE	0.02
BEN WHITE DRIVE	0.19
BITTERN STREET	0.07
BLUEBELL LANE	0.40
BOW CIRCLE	0.39

Name	Miles
BRADLEY CIRCLE	0.21
BROWN COURT	0.07
BRYANT ROAD	0.45
BURKES BEACH ROAD	0.31
CARDINAL COURT	0.06
CARDINAL ROAD	0.42
CEASAR PLACE	0.14
CHISHOLM PLACE	0.19
CORPUS CHRISTI	0.06
COTTON POINT CIRCLE	0.17
CURLEW STREET	0.07
DIANAHS DRIVE	0.18
DOVE STREET	0.20
DUNE LANE	0.46
EAGIN COURT	0.08
EGRET STREET	0.22
ELIZABETH ROAD	0.16
FERGUSONS LANE	0.15
FIFTH STREET	0.05
FIRST STREET	0.10
FISH HAUL ROAD	0.80
FLAMINGO STREET	0.16
FOURTH STREET	0.06
GANNET STREET	0.17
GARDNER DRIVE	1.02
HERON STREET	0.20
HUNTER ROAD	0.68
IBIS STREET	0.05
INDIAN TRAIL	0.36
ISLAND DRIVE	0.43
JESSICA DRIVE	0.12
JONESVILLE ROAD	1.24
KATIE MILLER DRIVE	0.23
KORBER COURT	0.08
LEG O MUTTON ROAD	0.95
MARBLEHEAD ROAD	0.20
MILLER ROAD	0.22
MITCHELVILLE ROAD	0.50
MUDDY CREEK ROAD	0.46
MURRAY AVENUE	0.08
MYSTIC DRIVE	0.18
NAMON ROAD	0.19
NATURES WAY	0.03
NAZARENE ROAD	0.16

Name	Miles
NED COURT	0.17
NEW ORLEANS ROAD	0.75
NICHOLS COURT	0.08
NORTHRIDGE DRIVE	0.29
O CONNOR ROAD	0.16
OAK MARSH DRIVE	0.30
OAKVIEW ROAD	0.56
OTTER HOLE ROAD	0.20
PALMETTO BUSINESS PARK	0.43
PALMETTO PARKWAY	0.37
PARK ROAD	0.32
PEMBROKE DRIVE	1.71
PENSACOLA PLACE	0.05
REBECCA CIRCLE	0.15
SAINT AUGUSTINE PLACE	0.05
SAND DOLLAR ROAD	0.07
SECOND STREET	0.21
SHAMROCK CIRCLE	0.33
SIMMONS ROAD	0.21
SOUTHWOOD PARK DRIVE	0.29
STARFISH DRIVE	0.15
THIRD STREET	0.08
THOMAS COHEN DRIVE	0.14
WEXFORD DRIVE	0.24
WRIGHT PLACE	0.24
Total Miles:	22.39

THE TOWN OF HILTON HEAD ISLAND ROADS

Name	Miles
ADRIANNA LANE	0.04
ALEX PATTERSON ROAD	0.08
ARROW ROAD	0.76
AUTOMOBILE PLACE	0.13
BLAZING STAR LANE	0.11
BOBWHITE LANE	0.10
CASTNET DRIVE	0.52
CHAMBERLIN DRIVE	0.13
COOPERATIVE WAY	0.07
DUNNAGANS ALLEY	0.50

Name	Miles
ELECTRIC AVENUE	0.20
EXCHANGE STREET	0.07
FIRETHORN LANE	0.29
FISH HAUL CREEK PARK COMMON	0.21
GATEWAY CIRCLE	0.20
HAIG POINT CIRCLE	0.41
HICKORY LANE	0.14
HONEY HORN DRIVE	0.48
HOSPITAL CENTER BOULEVARD	0.40
HUMANE WAY	0.10
INDIGO RUN DRIVE	0.70
JARVIS PARK ROAD	0.30
KINGBIRD LANE	0.20
LAMOTTE DRIVE	0.01
LEMOYNE AVENUE	0.34
MAC DONOUGH LANE	0.05
MALLARD STREET	0.25
MINGO WAY	0.05
MYRTLE LANE	0.14
NASSAU STREET	0.16
NATURES WAY	0.22
NORTH MAIN STREET	0.41
OAK PARK DRIVE	0.14
OFFICE PARK ROAD	0.43
PELICAN STREET	0.27
SANDPIPER STREET	0.24
SUMMIT DRIVE	0.48
TANGLEWOOD DRIVE	0.30
THOMPSON STREET	0.06
TOWN CENTER COURT	0.05
WILD HORSE ROAD	0.22
Total Miles:	9.97

MEMORANDUM OF AGREEMENT

Between the
STATE OF SOUTH CAROLINA, DEPARTMENT OF TRANSPORTATION
And
THE TOWN OF HILTON HEAD

This Memorandum of Agreement (hereinafter the "Agreement"), made and entered into this _____ day of _____, 2010, by and between the STATE OF SOUTH CAROLINA, DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and the TOWN OF HILTON HEAD, (hereinafter referred to as the TOWN),

WHEREAS, during a declared State of Emergency or State of Disaster which implements the South Carolina Emergency Operations Plan (hereinafter, referred to as the "SCEOP"), the DEPARTMENT may be called upon to perform certain functions, including the removal of "Eligible Storm Debris" from the rights-of-way of state maintained roads and bridges, that is disaster related, pursuant to the SCEOP; and

WHEREAS, it is the policy of the DEPARTMENT and of the TOWN to cooperate with each other in order to maximize the use and allocation of the monetary resources each are entrusted with, and

WHEREAS, the TOWN has requested that it be allowed the opportunity and responsibility to perform certain DEPARTMENT functions as set forth in the SCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the implementation of this Agreement is based on the consideration of future severe natural disasters that could affect state maintained roads and bridges within the geographical limits of the TOWN; and

WHEREAS, the implementation of this Agreement is in the best interests of both the DEPARTMENT and the TOWN and it would be most practical, expeditious, and economical for the TOWN to participate with the DEPARTMENT to perform the services as needed as described in Exhibit "A" and Exhibit "B", attached hereto.

NOW THEREFORE, the parties agree as follows:

I. PROJECT DESCRIPTION:

- A. It is understood by the DEPARTMENT and the TOWN, in the event of any declared severe natural disaster(s) that affect state maintained roads and bridges within the TOWN as described in Exhibit "A" and Exhibit "B", attached hereto, the TOWN will be pre-positioned to conduct the "First Push", pushing and clearing all debris off of designated roadway(s) as described in Exhibit "C".

- B. These activities will be in accordance with FHWA and/or FEMA rules, regulations, and procedures. (FHWA Emergency Relief Program codified at 23 USC §125 and FEMA Public Assistance Guide, FEMA 322.

II. The DEPARTMENT:

- A. Will authorize “in writing” and direct the TOWN to perform services under the terms of this Agreement on an as needed basis.
- B. Incurs no cost for the project and that the execution of this Agreement does not guarantee that any work or services will be authorized.
- C. May reimburse the TOWN for reasonable costs in manpower and equipment associated with the designated project and will comply with all reimbursement instructions as stated in Exhibit “D”.

III. The TOWN:

- A. The TOWN understands that a “written request” listing the roadways to be cleared by the TOWN will be forwarded to the DEPARTMENT and that all “First Push”, “Emergency Debris Removal Cut and Toss and Emergency Debris Removal” activities performed on eligible federal-aid highways are subject to the terms and conditions of the Emergency Relief Program Manual.
- B. The TOWN understands and agrees that any third party agreements that it enters into for which the TOWN intends to seek reimbursement involving FHWA Emergency Relief Program funds that the agreement(s) must meet all applicable Federal regulations. The TOWN understands that any third party agreements that it has entered into that are found to be non-compliant with Federal regulations that cause the DEPARTMENT to be denied reimbursement from FHWA, the TOWN will not be eligible for reimbursement from the DEPARTMENT for the amounts denied by FHWA.
- C. Pre-disaster contracts entered into by the TOWN with third parties to perform “First Push”, “Emergency Debris Removal Cut and Toss and Emergency Debris Removal” activities for which the TOWN intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:
 - 1. Be competitively and openly bid by the TOWN,
 - 2. Mandate compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969,
 - 3. And include the Required Contract Provisions Federal-Aid Construction Contracts as stated in FHWA 1273. These provisions must be physically incorporated in the contract.

- D. Reimbursement to the TOWN would be for eligible costs from funds allocated to the DEPARTMENT by FHWA for said purposes. The DEPARTMENT would enter into said agreement as the administrator of the FHWA Emergency Relief Program with the funds being subject to the terms and conditions of 23 USC § 125 and the Program Administration Manual published by FHWA. Summary of Federal Funding Differences is located in Exhibit "C".
- E. Any Emergency Debris Removal activities for subsequent passes on Federal Aid Roadways after the initial "first push" and any Emergency Debris Removal activities performed on State maintained roads and bridges by the TOWN or it's agent, the TOWN will seek reimbursement directly from FEMA. Summary of Federal Funding Differences is located in Exhibit "C".
- F. Either party may unilaterally cancel this Agreement with reasonable notice in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

Signed, sealed and executed for the TOWN.

TOWN OF HILTON HEAD

_____ By: _____
 Title: _____
 Federal ID# _____

Signed, sealed and executed for the DEPARTMENT.

SOUTH CAROLINA DEPARTMENT OF
 TRANSPORTATION

WITNESS:

_____ By: _____
 Deputy Secretary for Engineering

RECOMMENDED:

 Title: _____

**CERTIFICATION OF THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION**

I hereby certify that I am the Deputy Secretary for Engineering of the Department of Transportation of the State of South Carolina and the TOWN or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 CFR, I further certify that the work stipulated in this Agreement to be performed by TOWN can be more advantageously performed by said TOWN than by the DEPARTMENT and that said TOWN is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this Agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal Laws, both criminal and civil.

(Date)

(DEPARTMENT Signature)

CERTIFICATION OF TOWN OF HILTON HEAD

I hereby certify that I am the _____ and duly authorized representative of the TOWN, whose address is _____, and that neither I nor the above TOWN I represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above TOWN) to solicit or secure this Agreement,
- (b) agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above TOWN) any fee, contribution, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(TOWN Signature)

CERTIFICATION FOR CONTRACTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Date)

(DEPARTMENT Signature)

(Date)

(TOWN Signature)

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, _____ who is a representative of the TOWN certifies on behalf of the TOWN that the TOWN will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).
- (h) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, and contracts and subcontracts under grants, sub-grants, loans, and cooperative agreements), and that such sub-recipients shall certify and disclose accordingly.

(Date)

(TOWN Signature)

EXHIBIT "A"

SCOPE OF SERVICES "FIRST PUSH"

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER – CUT AND TOSS

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal (cut and toss) from Federal Aid Highway segments and State owned roadways within the Town of Hilton Head (TOWN). With approval from the DEPARTMENT, the TOWN shall provide all services described herein and any other services required to complete the project. Activities include field operations and debris management.

The DEPARTMENT, at its sole discretion, may elect to perform work with in-house or contract forces. Proper documentation, as required by Federal Highway Administration (FHWA) shall be provided for all debris removal operations to ensure funds will be allocated to the Department from FHWA for reimbursement.

2.0 SERVICES TO BE PROVIDED BY THE TOWN

Field Operations

The following listed services shall be performed by the TOWN upon approval from the DEPARTMENT:

- Provide equipment, labor, and materials necessary to perform "cut and toss" for clearing of the pavement area of the roadways as directed. "Cut and toss" is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all lanes. The services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e. 6 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed.
- Provide traffic control (day and/or night) using current SCDOT Standards.
- Ensure all TOWN and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with utility companies, as required, to ensure safe removal of debris.

3.0 SERVICES TO BE PROVIDED BY THE DEPARTMENT OR its DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Identify in cooperation with the TOWN which transportation systems the TOWN is responsible for clearing.
- Provide periodic site inspection to insure that the State Road Transportation Facilities are cleared and open.

EXHIBIT "B"

SCOPE OF SERVICES EMERGENCY DEBRIS REMOVAL – HURRICANE -- DEBRIS REMOVAL

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of debris removal from Federal Aid Highway segments and State roadways within the Town of Hilton Head (TOWN). The TOWN shall provide all services described herein and any other services that are required to complete the project. Activities include, but are not limited to, field operations, debris pickup, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management. All debris and waste management shall be in accordance with all federal and state laws, and environmental regulation. Roads will be identified by the Department and direction given to the TOWN for Roads and limits for which the TOWN will be responsible for. The Department reserves the right to add or delete highway segments at the direction of the Engineer.

The Department, at its sole discretion, may elect to perform work with in house forces or other contract forces.

Proper documentation as required by FHWA and FEMA are required for all debris operations to ensure funds will be allocated to the Department. Any activities performed by the TOWN for subsequent passes after the initial first pass, the TOWN will seek reimbursement directly from FEMA.

2.0 SERVICES TO BE PROVIDED BY THE TOWN

Field Operations

The listed services shall be performed by the TOWN upon approval from the DEPARTMENT:

- Provide equipment, labor, and materials necessary to perform the "first pass" and all subsequent passes as directed. "First Pass" is defined as removing all debris on the affected roadways from within the rights-of-way as directed and authorized by the Department, FHWA, FEMA and their authorized representatives. The work associated with "first pass" and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; picking up and loading vegetative debris; hauling materials to either a temporary debris staging and reduction site or final legal disposal site; volume reduction at the temporary debris staging and reduction site; and final hauling and disposal at an appropriate landfill or "waste to energy" facility.
- Once road priorities are established by the Department or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone. Provide labor, equipment and materials necessary to remove all stumps authorized by the Department, FHWA and FEMA. Stump removal operations shall be in accordance with FHWA and FEMA guidelines.
- Provide traffic control (day or night) using current SCDOT Standards.
- Ensure all TOWN and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.

- Coordinate with Utility Companies, as required, to permit safe removal of debris.
- The TOWN is required to measure and certify all trucks. All Temporary Debris Staging and Reduction Sites (TDSR's) shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the TDSR.
- Damaged trees and exposed roots are to be removed to ground level.
- Remove leaning trees which are not an immediate hazard only when directed by SCDOT or their designated representative.
- Fill any holes left by removed trees.

3.0 SERVICE TO BE PROVIDED BY THE DEPARTMENT OR THEIR DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Identify in cooperation with the TOWN which transportation systems the TOWN is responsible for clearing.
- Provide periodic site inspection to insure that State Roads are cleared and open.

EXHIBIT "C"
**FEDERAL HIGHWAY ADMINISTRATION (FHWA) & FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) DEBRIS GUIDELINES**

	FHWA-ER	FEMA-PA
Debris Removal	<p align="center">Considered Emergency Repair</p> <p>First Push – to restore travel on Federal Aid roadways. (reimbursed at 100%)</p> <p>First Pass – first pass of debris removal collection along federal Aid roadways (reimbursed at 100% for work completed within first 180 days)</p>	<p align="center">Considered Emergency Work</p> <p>First Push – to restore travel and protect health and safety on non-Federal Aid eligible roadways. Considered Category B – Emergency Protective Measures (reimbursed at 100% within the 72 hours in some disasters)</p> <p>First Pass – first pass of debris removal collection along non-Federal Aid roadways. Considered Category A – Debris Removal (reimbursed at 75% or higher for work within the first 180 days)</p> <p>Additional Passes – subsequent debris removal collection passes required to eliminate the threat to public health and safety along ALL roadways (private roadways excluded) Considered Category A – Debris Removal (reimbursed at 75% for work completed within the first 180 days)</p>

First Push – The first push is the initial operation to clear the roadway, which includes cut and toss operations to push debris out of the traveled way. Subsequent operations to push debris from the roadway will not be eligible for FHWA-ER program reimbursement. It needs to be understood that if circumstances regarding mobility arise that do not allow immediate first push operations on the roadway, such as downed power lines, that a secondary clean-up of the *initial* debris in the ROW is still considered first push. (Ex: A 24 ft. wide roadway is completely covered by debris and one side is covered by power lines. To allow the power companies access, an 8-foot path of debris is cleared away from the power lines on Day One. On Day Three, after the power company operations are completed and the environment is clear, the rest of the *initial* debris in the ROW can be pushed into a pile and is still considered first push.)

First Pass – The first pass is the initial operation to collect and remove debris pushed aside during the first push operations and the debris may be located within the cut and fill slopes, drainage ditches, and clear zone. The first pass is meant to be accomplished as one continuous operation on the same section of roadway before relocating the clean-up operation team to the next section or site.

All debris (vegetative and non-vegetative) within the eligible clearing limits must be collected during the first pass operation. Once debris from such roadway segments or locations has been initially cleared, subsequent efforts to clear and remove debris from those same areas are not considered ER eligible expenses, regardless of the date or time in which the material was collected. FHWA recognizes that Hazardous Materials (HazMat) operations might be required as a separate operation. The FHWA Transportation Engineer will make the final determination on this issue.

Clearing Limits – The clearing limits for debris normally include the traveled way, cut and fill slopes, and any additional clearing required to ensure the full functioning of the pavement, drainage ditches, and structures. It also includes the clear zone. Clearing of the remainder of the full right-of-way is the responsibility of the agency having jurisdiction and shall not be considered as part of the first pass collection activities eligible under the Emergency Relief Program. The definition of eligible limits for various federal aid road classifications is as follows:

1. **Interstate:** eligible limits not to exceed 50 feet from the edge line, or the ROW limits, whichever is less. This includes up to 50 ft on each side of the inside median; the rest is considered to be heavy maintenance and is a state cost responsibility.
2. **US/State Roads:** eligible limits not to exceed 40 feet from the edge line, or the ROW limits, whichever is less.
3. **Other Federal Aid Roads:** eligible limits not to exceed 20 feet from the edge line, or the ROW limits, whichever is less.

Debris in drainage ditches beyond the limits presented above will be eligible for first pass removal to enable proper functioning of the drainage system.

Reimbursement Rate for First Push – Time and materials expenses only are reimbursed at the established Federal cost share.

EXHIBIT "D"

REIMBURSEMENT PROCEDURES

All invoices submitted to SCDOT for reimbursement of costs associated with an event should include the following detailed information.

Force Account Labor Record

- Time Records: Account for the time of all individuals who participated, even if they may not be eligible. In order for costs to be eligible, designate all persons that meet the overtime criteria for the particular pay period.

Persons are not entitled to overtime if they:

- ❖ do not meet eligibility requirements-not entitled to overtime;
- ❖ they did not work enough hours to reach overtime status; or
- ❖ are unpaid (volunteers).

Maintain a separate worksheet for each week and pay period.

List:

- ❖ The dates of the work week;
- ❖ name and job title of each individual who worked the event including ID number;
- ❖ overtime hours and regular hours of each individual worked on a DAILY basis;
- ❖ description of type of work, (i.e. debris removal);
- ❖ Total hours per individual per week, hourly rate, and benefit per hour.

Force account sheets should be numbered, signed and dated by a certifying individual; including the certifying individuals job title.

Materials/External Contract Record

If your organization rented, contracted, or otherwise used external contactors for work, please provide the following information.

- ❖ The name of the organization or person who provided the material or service and the kind of material, equipment, or service that was provided
- ❖ Costs and dates of service, unit price, number of units, etc.
- ❖ Verification of payment to the vendor/contractor such as a cancelled check or check register.

Entity's Equipment Use Record

If your organization used its own equipment for work, please provide the following information:

- ❖ A description of the equipment, including the size, capacity, horsepower, make, model and any other pertinent information.
- ❖ The day(s) the equipment was used on the event, as well as the number of hours per day it was used. *Note that equipment must be actually used on an event to be eligible.*
- ❖ Hourly rate or other rate structure (miles) for the equipment and the total costs of the use of the equipment.

The above information along with a valid invoice from the entity should be sent to:

SC Department of Transportation
Attention: Director of Maintenance
PO Box 191
Columbia, SC 29202

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

MEMORANUDM OF AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2011 by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the “Town”), and Beaufort County, South Carolina (hereinafter referred to as the “County”).

WHEREAS, the Town and County seek to establish an agreement to offer mutual aid and assistance for removing, collecting, reducing and disposing of storm generated from roads and rights of way within Beaufort County and the Town; and

WHEREAS, the Town and County recognize that the aftermath of a disaster event could produce a significant debris clearing, reduction, and disposal mission; and

WHEREAS, the Town recognizes the urgent need to re-establish the publicly maintained transportation network, and utility services, throughout the Town following a disaster; and

WHEREAS, the County recognizes the urgent need to re-establish the publicly maintained transportation network, and utility services throughout the County following a disaster; and

WHEREAS, the Town and County have contracted for debris removal and debris management services within their respective jurisdiction; and

WHEREAS, restoration of emergency vehicle access and utility services cannot be effectively performed without proper access to a clear transportation network; and

WHEREAS, after a disaster which causes significant storm debris, the County may require assistance from the Town or the Town may require assistance from the County to remove debris from the roads and rights of way-for which the other is responsible;

NOW, THEREFORE, the below listed agreements are established in the event of a disaster that produces a significant volume of debris.

SECTION 1. DEFINITIONS

- A. **REQUESTING PARTY** - the entity requesting aid in the event of an emergency.
- B. **ASSISTING PARTY** - the entity furnishing equipment, services and/or manpower to the Requesting Party.
- C. **AUTHORIZED REPRESENTATIVE** - an employee of entity who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each participating government.
- D. **EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- E. **DISASTER** - any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude as to result in a declaration of a state of emergency by a county, Governor, or the President of the United States.
- F. **PERIOD OF ASSISTANCE** - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Part are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.
- G. **WORK OR WORK-RELATED PERIOD** - any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance, and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch and dinner breaks.
- H. **MAJOR DISASTER** - a disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance.

SECTION 2. PROCEDURES

When either Party to this agreement becomes affected by or is under imminent threat of a major disaster, it may invoke emergency-related mutual aid assistance either by:

1) declaring a state of local emergency and transmitting a copy of that declaration to the Assisting Party, or 2) by orally communicating a request for mutual aid assistance to the Assisting Party, followed as soon as practicable by written confirmation of said request. Mutual aid shall not be requested by any Party to this agreement unless resources available within the stricken area are deemed inadequate by the Requesting Party. Parties to this agreement shall coordinate requests for State or Federal assistance with their County Emergency Management Agencies. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Parties to this agreement have no other mutual aid agreement for the provision of assistance related to emergencies or disasters, in which case the Parties to this agreement may request assistance related to any disaster or emergency, pursuant to the provisions of this Agreement.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the authorized representative of the Assisting Party and shall provide them with the information in paragraph B below. All communications shall be conducted directly between Requesting Party and Assisting Party.

B. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.), and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services; and

6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means.

B. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party, the authorized representative of the Assisting Party agree to assess their situation to determine availability of personnel, equipment, and other resources. Parties to this agreement shall render assistance to the extent that personnel, equipment, and resources are available. Each Party to this agreement agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the authorized representative determines that his government entity has available personnel, equipment, or other resources, the authorized representative shall so notify the Requesting Party and provide the information below.

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the Requesting Party.

D. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in

which case such notice as is reasonable shall be provided.

E. FOOD; HOUSING; SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

F. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

G. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment.

H. WRITTEN ACKNOWLEDGMENT: The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means, maintaining a copy for its files.

SECTION 3. REIMBURSABLE EXPENSE

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties, and specified in the written acknowledgment executed in accordance with paragraph I., Section 2, of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all reimbursable expenses.

A. PERSONNEL: During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their respective employees.

B. EQUIPMENT: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party, and by the amount of any insurance proceeds received by the Assisting Party.

C. MATERIALS AND SUPPLIES: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in Section 3, B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be done so in writing.

C. RECORD KEEPING: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars.

E. PAYMENT: Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 1, Section 2, or a subsequent written addendum to the acknowledgment, the Assisting Party shall bill the Requesting Party for all reimbursable expenses, with an itemized notice, as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR, Part 206. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

SECTION 4. INSURANCE

Each Party to this agreement shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Party to this agreement is insured, its file shall contain a letter from its insurance carrier authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Party to this agreement is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached to the executed copy of this Agreement. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. LENGTH OF TIME FOR EMERGENCY

The duration of such state of emergency declared by the Requesting Party is limited to seven (7) days. It may be extended, if necessary, in seven (7) day increments.

SECTION 7. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Parties to this agreement. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

SECTION 8. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by both Parties and upon proper execution thereof.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters, pursuant to this Agreement. In the event that parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the Town of Hilton Head Island, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this ____day of ____2011.

WITNESSES:

BEAUFORT COUNTY

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____

Its: _____

3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed:

4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed:

5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services:

6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party.

EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY:

AUTHORIZED REPRESENTATIVE:

CONTACT NUMBER/PROCEDURES:

1. Assistance to be provided:

Resource Type	Amount	Assignment	Est. Time of Arrival
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2. Availability of additional resources:

3. Time limitations, if any: