The Town of Hilton Head Island
Regular Town Council Meeting
Tuesday, November 15, 2011
4:00 P.M.
AGENDA

As a Courtesy to Others Please Turn Off All Cell Phones and Pages During the Town Council Meeting

1) Call to Order

2) Pledge to the Flag

3) Invocation

4) 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.

5) Proclamations and Commendations

a. Arbor Day

b. Monty Jett

6) Approval of Minutes

a. Town Council Meeting – November 1, 2011

7) Report of the Town Manager

a. Coligny Redevelopment Update

b. Town Manager's Items of Interest

c. October, 2011 Monthly Update

8) Reports from Members of Council

a. General Reports from Council

b. Report of the Intergovernmental Relations Committee – George Williams, Chairman

c. Report of the Personnel Committee – Lee Edwards, Chairman

d. Report of the Planning & Development Standards Committee –Bill Ferguson, Chairman

e. Report of the Public Facilities Committee – Kim Likins, Chairman

f. Report of the Public Safety Committee – Bill Harkins, Chairman

g. Report of the LMO Rewrite Committee – Kim Likins, Ex-Officio Member

9) Appearance by Citizens

10) Unfinished Business

a. Second Reading of Proposed Ordinance 2011-33

Second Reading of Proposed Ordinance 2011-33 to amend Title 16, "The Land Management Ordinance," of The Municipal Code of the Town Of Hilton Head Island, South Carolina, by amending Section 16-4-102, the Official Zoning Map with respect to those certain parcels identified as Parcels 19a and 19b on Beaufort County Tax Map 12, to apply the RFZ (Redevelopment Floating Zone Overlay District) to the existing OL (Office/Institutional Low Intensity) Zoning District; and providing for severability and an effective date.

b. Consideration of a Recommendation for the Port Security Grant Program

Consideration of a Recommendation by the Public Safety Committee to the Town Council of the Town of Hilton Head Island concerning the US Department of Homeland Security (DHS) grant #EMW-2011-PU-APP-00148 in the amount of $292,045 for the purpose of purchasing a fire-rescue boat.

11) New Business

a. First Reading of Proposed Ordinance 2011-34

First Reading of Proposed Ordinance to amend Title 16, "The Land Management Ordinance," of *The Municipal Code of the Town of Hilton Head Island, South Carolina*, by amending Section 16-4-102, the Official Zoning Map with respect to those certain parcels identified as Parcel 8E and Parcel 410 on Beaufort County Tax Map 8 from IL (Light Industrial) to the RM-4 (Low to Moderate Density Residential) Zoning District; and providing for severability and an effective date.

b. Consideration of a Recommendation to consider the issue of regulation of nonconsensual towing and storage fees.

Consideration of a Recommendation that the Town Council of the Town of Hilton Head Island consider the issue of whether the Town should regulate nonconsensual towing from private property within the Town and their storage fees.

c. Consideration of a Recommendation to endorse the findings and recommendations regarding the proposed Island Recreation Center/Aquatics Facility expansion and SHARE Senior Center relocation.

Consideration of a Recommendation that the Town Council of the Town of Hilton Head Island endorse the findings and recommendations provided in the Master Plan prepared by Lee & Parker Architects, in a joint-venture with The FWA Group and Mission Resources Group, regarding the proposed Island Recreation Center / Aquatics Facility expansion and SHARE Senior Center relocation.

d. Consideration of a Recommendation for an easement request from Aurora Loan Services, Inc.

Consideration of a Recommendation to endorse the request as made by Aurora Loan Services, Inc., for an easement over the existing roadway known as "Adrianna Lane", to provide access to property owned by Aurora Loan Services, LLC, that lies on the marshes of Jarvis Creek, adjacent to the "old Schoolhouse" tract.

e. First Reading of Proposed Ordinance 2011-35

First Reading of Proposed Ordinance 2011-35 to amend section 3-1-210 of *The Municipal Code of the Town of Hilton Head Island, South Carolina*, to establish the boundaries of the Town of Hilton Head Island's six wards by Redistricting Option Three; and to provide for severability and an effective date.

12) 5:00 P.M. – PUBLIC HEARING – TOWN OF HILTON HEAD ISLAND PROPOSED REDISTRICTING PLANS

13) Executive Session

a. Land Acquisition

14) Adjournment

Proclamation

BY
THE TOWN OF HILTON HEAD ISLAND
FOR
ARBOR DAY

WHEREAS, *in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

WHEREAS, *this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

WHEREAS, *2011 is the 139th anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and*

WHEREAS *trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and*

WHEREAS, *trees are a renewable resource, giving us paper, wood for our homes, fuel for our fires and beautify our community; and*

WHEREAS, *trees, wherever they are planted, are a source of joy and spiritual renewal; and*

NOW, THEREFORE, I, *Drew A. Laughlin, Mayor of the Town of Hilton Head Island, hereby proclaim that Friday,* ***December 2, 2011*** *shall be known on Hilton Head Island as*

Arbor Day

and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN TESTIMONY WHEREOF, *I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this* ***Fifteenth day of November,*** *in the year of our Lord, two thousand and eleven.*

Drew A. Laughlin, Mayor

Attest:

Cori Brock, Town Clerk

COMMENDATION

A Commendation of the Town of Hilton Head Island
Honoring

Monty Jett

Whereas, *Monty Jett has been known as the "Voice" of Hilton Head Island Radio for the past 23 years; and*

Whereas*, in 1999, Monty Jett simulcasted "LIVE" on seven local stations during the evacuation of Hurricane Floyd to help the public to evacuate from a potential dangerous situation; and*

Whereas*, thousands of listeners wake up to Monty Jett every morning on one of The Adventure Radio Group stations, but not only is Monty Jett a radio personality, he has been on the front line of many community events, whether it be as spokesman or working behind the scenes; and*

Whereas*, Monty Jett has devoted many valuable hours during the past 23 years to various community events for over 40 different charitable organizations; and*

Whereas*, Monty Jett not only has donated time as a spokesperson or an MC to numerous community events, he has helped raise over $1 Million in proceeds for these charities and organizations; and*

Whereas*, Town Council, on behalf of the Island community, wishes to acknowledge Monty Jett for his tireless efforts, devotion, and commitment to making a difference in the lives of our community's residents and charitable organizations; and*

Whereas*, the Town Council and our community will always remember Monty Jett as the "Voice" of Hilton Head Island Radio and as a man of compassion and sincerity.*

NOW*,* ***THEREFORE****, as Mayor of the Town of Hilton Head Island, on behalf of the Town Council, I hereby commend Monty Jett for his many and varied contributions to the residents and charitable organizations of the Town of Hilton Head Island and Beaufort County.*

IN TESTIMONY WHEREOF, *I hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this Fifteenth Day of November****,*** *in the year of our Lord, two thousand and eleven.*

Drew Laughlin, Mayor

THE TOWN OF HILTON HEAD ISLAND

REGULAR TOWN COUNCIL MEETING

Date: Tuesday, November 1, 2011 **Time:** 4:00 P.M.

Present from Town Council: Drew A. Laughlin, *Mayor;* Ken Heitzke, *Mayor-Pro Tem*; Bill Ferguson, Bill Harkins, Kim Likins, *Council Members.*

Absent from Town Council: George Williams and Lee Edwards, *Council Members*

Present from Town Staff: Greg DeLoach, *Assistant Town Manager*;; Lavarn Lucas, *Fire Chief*; Charles Cousins, *Director of Community Development*; Scott Liggett, *Director of Public Projects and Facilities/Chief Engineer*; Nancy Gasen, *Director of Human Resources;* Susan Simmons, *Director of Finance*; Jill Foster, *Deputy Director of Community Development*; Marcy Benson, *Senior Grants Administrator*; Heather Colin; *Development Review Administrator*; Shawn Colin, *Comprehensive Planning Manager*; Teri Lewis, LMO Official; Nicole Dixon, *Senior Planner*; Anne Cyran, *Senior Planner*; Paul Rasch, *Emergency Management Coordinator*; Vicki Pfannenschmidt, *Executive Assistant*

Present from Media: Tom Barton, Island Packet

DRAFT

1) CALL TO ORDER

Mayor Laughlin called the meeting to order at 4:00 p.m.

2) PLEDGE TO THE FLAG

3) INVOCATION

4) 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.

5) Proclamations and Commendations

Pancreatic Cancer Awareness Month

Mr. Richard Boccabella was present to accept the proclamation.

6) Approval of Minutes

a. Town Council Meeting – October 18, 2011

Mr. Heitzke moved to approve. Mr. Harkins seconded. The October 18, 2011 minutes were approved by a vote of 5-0.

7) Report of the Town Manager

a. Update – Port Royal Beach Renourishment Project

Scott Liggett provided Town Council with an update on the Port Royal Beach Renourishment Project. He explained that he feels confident in the schedule for completion of the projects but warned that weather does play a part in meeting the targeted dates for each phase. Mr. Liggett stated there will be an opportunity for Town Council to tour the projects. He said there are no dates set at this time but he will keep Council informed.

b. Town Manager's Items of Interest

Mr. DeLoach reviewed the items of interest and upcoming events.

8) Reports from Members of Council

a. General Reports from Council

Mr. Harkins referred to the Sewer Summit III meeting held on October 27, 2011. He posed the question of combining the three Public Service District operations on Hilton Head Island. He spoke of encouraging the Town Manager to meet with the directors of the PSD's to analyze the possibility of such an endeavor.

b. Report of the Intergovernmental Relations Committee – George Williams, Chairman

None.

c. Report of the Personnel Committee – Lee Edwards, Chairman

Mrs. Likins reported the Committee is continuing the interviews next week and they hope to have candidates to bring forward to Town Council in the near future.

d. Report of the Planning & Development Standards Committee –Bill Ferguson, Chairman

Mr. Ferguson reported on the October 26, 2011 meeting stating two issues of rezoning were reviewed and the Committee made favorable recommendations on each of them. He stated the rezoning for Circle K Stores was on today's agenda and a rezoning request for properties on Marshland Road would be coming to Town Council on November 15.

e. Report of the Public Facilities Committee – Kim Likins, Chairman

Mrs. Likins stated the Committee met earlier in the day and received a presentation from the Telecommunications Task Force. She said they did an excellent job and they emphasized that it is critical as a Town to treat all cell towers as infrastructure such as water and sewer and lighting.

f. Report of the Public Safety Committee – Bill Harkins, Chairman

Mr. Harkins said the Committee held a special meeting on October 25, 2011 concerning the grant awarded to Fire and Rescue. He reported the Committee chose to defer a recommendation until staff could obtain further information. Mr. Harkins said the item will be placed on the November 7, 2011 Public Safety Committee agenda.

g. Report of the LMO Rewrite Committee – Kim Likins, Ex-Officio Member

None.

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9) Appearance by Citizens

None.

10) Unfinished Business

a. Second Reading of Proposed Ordinance 2011-23

Second Reading of Proposed Ordinance 2011-23 of The Town of Hilton Head Island adopting the "Beaufort County Hazard Mitigation Plan" as an appendix of the "Hilton Head Island Comprehensive Plan"; and to provide for severability and an effective date.

Mr. Heitzke moved to approve. Mr. Ferguson seconded. The motion was approved by a vote of 5-0.

b. Second Reading of Proposed Ordinance 2011-24

Second Reading of Proposed Ordinance 2011-24 to amend Title 16, "The Land Management Ordinance," of the *Municipal Code of the Town of Hilton Head Island, South Carolina*, by amending Section 16-4-102, the Official Zoning Map with respect to those certain parcels identified as parcels 25, 25b and 25c on Beaufort County Tax Map 11, from OL (Office/Institutional Low Intensity) to the CC (Commercial Center) Zoning District; and providing for severability and an effective date.

Mr. Heitzke moved to approve. Mr. Ferguson seconded. Mr. John Binkley spoke in opposition to the amendment voicing concern with the buffer zone and lighting recommendations. Mr. Dale Johnson, an owner representative, stated the only change they anticipate from the rezoning change is the possible leasing of a vacant building. The motion was approved by a vote of 5-0.

11) New Business

a. First Reading of Proposed Ordinance 2011-33

First Reading of Proposed Ordinance 2011-33 to amend Title 16, "The Land Management Ordinance," of The Municipal Code of the Town Of Hilton Head Island, South Carolina, by amending Section 16-4-102, the Official Zoning Map with respect to those certain parcels identified as Parcels 19a and 19b on Beaufort County Tax Map 12, to apply the RFZ (Redevelopment Floating Zone Overlay District) to the existing OL (Office/Institutional Low Intensity) Zoning District; and providing for severability and an effective date.

Mr. Heitzke moved to approve. Mr. Ferguson seconded. The motion was approved by a vote of 5-0.

12) Executive Session

Mr. DeLoach stated he needed an executive session for potential land acquisition matters, to discuss a potential appointment to the Design Review Board and for legal advice on contractual matters related to the South Carolina Department of Transportation.

At 4:38 p.m. Mr. Heitzke moved to go into Executive Session for the reasons stated by the Assistant Town Manager. Mr. Ferguson seconded. The motion was approved by a vote of 5-0.

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Mayor Laughlin called the meeting back to order at 4:54 p.m. He asked if there was any business to take up as a result of executive session.

Mr. Heitzke moved to authorize the termination of a contract between the Town of Hilton Head Island, South Carolina, and the South Carolina Department of Transportation, dated April 7, 2010, and amended on August 18, 2010, and the dismissal with prejudice of Beaufort County Case Number 2010-CP-07-1704. Mrs. Likins seconded. The motion was approved by a vote of 5-0.

Mr. Ferguson moved that the Mayor and the Town Manager be authorized to execute and deliver the contract for the purchase of 2.27 acres on Hilton Head Island from MTR Development, LLC, and that the Mayor and Town Manager be authorized to take such other and further actions as may be necessary to close the transaction as described in the contract. Mr. Heitzke seconded. The motion was approved by a vote of 5-0.

13) Adjournment

Mr. Heitzke moved to adjourn. Mr. Ferguson seconded. The motion was approved by a vote of 5-0. The meeting was adjourned at 4:56 p.m.

_____

Vicki Pfannenschmidt, Secretary

Approved:

_____

Drew A. Laughlin, Mayor

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Items of Interest
November 15, 2011

1. Town News

On October 19, 2011, Mayor Drew Laughlin announced the establishment of a Mayor's Youth Volunteer Service Award to recognize the valuable contributions that youth volunteers are making in the community and encourage more young people to volunteer. The Mayor's Youth Volunteer Service Award is a way to thank and honor Hilton Head Island Middle School and High School students who, by their demonstrated commitment and example, inspire others to engage in volunteer service. To earn the award, a student must complete at least 50 hours of volunteer service between May 1st and April 30th of each calendar year. Students will be invited to a special award ceremony in May and will be presented their Mayor's Youth Volunteer Service Award. Please visit the Town's website at www.hiltonheadislandsc.gov for detailed information and instructions.

(Contact: Faidra Smith, Administration Manager, Public Information Coordinator - 341-4640))

On October 21, 2011, Traffic and Transportation Engineer Darrin Shoemaker and Assistant Town Engineer Jennifer Lyle attended a day long training session to receive their "Safety Assessment Program Registration" through the state of California's Emergency Management Agency. As a result, both Darrin and Jennifer are now certified to perform rapid and detailed safety assessments of damaged buildings and structures for reporting to insurance agencies and/or the Federal Emergency Management Administration (FEMA) after a disaster. The training was conducted at the S.C. Section of the American Society of Civil Engineers' Fall Seminar. In addition to being certified to perform post-disaster structural safety assessments, Darrin and Jennifer will have access to an organized group of similarly-certified volunteers consisting of engineers, architects, and building officials to conduct post-disaster structural safety assessments if a disaster were to occur on Hilton Head Island.

(Contact: Scott Liggett, Director of Public Projects and Facilities/Chief Engineer – phone 341-4776)

2. Noteworthy Events

a) Some of the upcoming meetings at Town Hall:

- Planning Commission – November 16, 3:00 p.m.
- LMO Rewrite Committee – November 17 – 1:30 p.m.
- Design Review Board – November 22, 1:15 p.m.
- Construction Board of Adjustment and Appeals – November 22, 5:30 p.m.
- Board of Zoning Appeals, November 28, 2:30 p.m.
- Accommodations Tax and Advisory Committee – November 29, 9:00 a.m.
- Accommodations Tax and Advisory Committee – December 1, 9:00 a.m.
- Public Safety Committee – December 5, 10:00 a.m.
- Public Projects and Facilities Committee – December 6, 2:00 p.m.
- Town Council – December 6, 4:00 p.m.

(Meetings subject to change and/or cancellation. Please visit the Town of Hilton Head Island website at www.hiltonheadislandsc.gov for meeting agendas)

2011 Hilton Head Island Events

Fridays, thru Dec. 9, 2011 8:30am-1:00pm	Farmers Market	Honey Horn
Daily Thru December 31,2011 During Coastal Discovery Museum Hours	Public Art Exhibition	Honey Horn
November 19, 2011 1:00pm-4:00pm	The Launch, Hilton Head Island Community Rowing & Sailing Center	Old Seafood Co-op Site
November 20, 2011 12:00pm-3:00pm	Fuel's Mini Ramp Contest	Bristol Sports Arena
November 24, 2011 6:00am-10:00am	Piggly Wiggly Turkey Trot	Squire Pope Road/Seabrook Drive
November 26, 2011 3:30pm-5:30pm	Community Holiday Tree Lighting	Arts Center of Coastal Carolina Parking Lot
December 1-4, 2011 12:00pm-3:00pm	The Lowcountry Civil War Sesquicentennial Commemoration	Honey Horn
December 4, 2011 12:00pm-3:00pm	Fuel's Mini Ramp Contest	Bristol Sports Arena

2011 Policy Agenda October, 2011		
Top Priority		
Target	Chief Contact	Comments
▪ Heritage Golf Tournament: Seek to Secure Its Long-Term Future	Steve Riley Greg DeLoach	Done.
▪ Technology Infrastructure: Evaluation and Direction of Town's Role	Shea Farrar	A lease has been executed with American Tower to allow the construction of a cell tower at Station 7. The conceptual location of another tower beside HHPSD's reverse osmosis plant on Jenkins Island has also approved. Staff continues to meet with the telecommunications citizens group. The group made a presentation with recommendations to the Public Facilities Committee on November 1, 2011.
▪ LMO: Amend to Foster Greater Flexibility, Simplicity, and	Teri Lewis	An RFP was released on October 7, 2011 for consultant services to rewrite the LMO. Proposals are due by November 14, 2011.
▪ Coligny Area Redevelopment: Conceptual Plan,	Mike Roan	Staff continues to work with the two major property owners in the area. An update presentation is scheduled for the November 15 Town Council meeting.
▪ Redevelopment Authority/Community Development Corporation: Evaluation and Direction	Shawn Colin	A proposal for Economic Development Direction and Strategy has been drafted and submitted for management review.
High Priority		
Target	Chief Contact	Comments
▪ Economic Development Corporation: Evaluation	Shawn Colin	A proposal for Economic Development Direction and Strategy has been drafted and submitted for management review.
▪ Mitchelville Development: Evaluate Business and Master Plan and Town's Role	Jayme Lopko	The Town designed and installed a new sign at Fish Haul Creek Park to add the Future site of Historic Mitchelville Freedom Park with their website information and logo on the new sign. This sign was installed just prior to the October 22nd Inaugural Mitchelville Forum.
▪ Shelter Cove Mall Redevelopment: Conceptual Plan, Direction, and Town's Role	Mike Roan	Staff continues to work with the property owner as well as other interested parties. A proposed redevelopment plan will be presented at the November 16 Planning Commission meeting.

Moderate Priority		
Target	Chief Contact	Comments
▪ Regional Coalition: Development	Steve Riley	Ongoing.
▪ Regional Legislative Program and Regional Educational Opportunities	Steve Riley	Ongoing.
▪ Shoreline Change Blue Ribbon Committee: Closely Monitor	Scott Liggett	Staff continues to monitor the Committee's work. Their most recent meeting was on October 27, 2011 Formal updates are available via this link: http://www.scdhec.gov/environment/ocrm/blue_ribbon.htm
▪ Community Based Education Program on Environmental Stewardship	Sally Krebs	Work continues on the ES webpage; it should be completed by the end of the year. Meeting with outside groups including the Chamber of Commerce to coordinate sustainability activities. Contacting POA and other groups to develop educational programs.
▪ Fire Station #6 Direction	Charles Cousins	Done.
▪ Law Enforcement Center: Seek to Acquire with County	Steve Riley Greg DeLoach	Ongoing.
▪ Public Information Enhancement	Greg DeLoach	Done.

2011 Management Targets
October, 2011

Top Priority		
Target	Chief Contact	Comments
▪ Airport Issues: Follow up on Tree Issues and Master Plan Implementation	Charles Cousins	The new cleared area at the north end of the runway has been completed, as have the trees needing to be removed from the buffers that can be reached by crane. Work is continuing to address tree issues in the buffer areas.
▪ EcoTourism Conference: Work with Chamber	Steve Riley	Conference was very successful.
▪ Habitat Housing Project: Evaluate Specific Proposal	Charles Cousins	Done.

▪ Recreation Center Expansion: Evaluate Feasibility Study	Nicole Dixon	The consultants presented the Master Plan to the Public Facilities Committee on October 4th, where the committee voted to forward the project to Town Council for their consideration, and presented to the Parks and Recreation Commission on October 13th, where the commission voted to forward the project to Town Council with a recommendation of approval. The Consultants will present to Town Council at the November 15th meeting.
▪ Legislative Program	Greg DeLoach	Session begins January. MASC has held Legislative Regional meetings. Beaufort Regional Chamber Meeting is 11-29-11.
▪ Stormwater Utility Needs and Agreements	Cary Gaffney	Palmetto Dunes and Leamington PUD's have signed executed drainage agreements with the Town that will begin FY13. No adjustment to the FY13 storm water fee will be required for these. Negotiations are continuing with Sea Pines, Palmetto Hall, Wexford, and Long Cove Club.
High Priority		
Target	Chief Contact	Comments
▪ Business License Code: Evaluation and Direction	Susan Simmons	Although a calendar year TC goal, this did not receive funding until FY12 (July 2011). Finance staff have performed an in-house analysis of the pros and cons of a SIC to NAICS conversion and are researching other possible changes to the Code. This project will be also be coordinated with the Town Attorney regarding ongoing litigation.
▪ Bicycle Friendly Community: Seek Designation	Marcy Benson	Silver Level designation announced in May 2011. League of American Bicyclists Executive Director, Andy Clarke, presented award at August 2, 2011 Town Council meeting. Staff participating with a community wide bicycle advisory committee to identify next steps.
▪ Residential Recycling Development	Alice Derian	Total accounts initiated as of September 30, 2011 is 7,745 122.28 tons of recycling have been collected for the month of September.
▪ Town Council Redistricting: Direction	Steve Riley	Intergovernmental Committee public meeting held Sept. 28, 2011 to review two redistricting plans. Third redistricting plan option reviewed at Oct. 18, 2011 Town Council meeting. All 3 plans scheduled for public hearing on Nov. 15, 2011. First reading for recommended proposed plan #3 scheduled for Nov. 15, 2011 Town Council meeting.

CIP Monthly Report October, 2011		
Project	Chief Contact	Comments
1. Fire Station #1 Replacement 2. Miller's Pond Drainage Project 3. Port Royal Terminal Groin 4. Port Royal Beach Renourishment 5. Dunnagan's Alley / Arrow Road Roundabout 6. Dunnagan's Alley Pathway to Target Road 7. Stoney Area Sewer projects 8. F&R Emergency Access Gates Palmetto Hall and Port Royal Plantation 9. Traffic Signal Mast-arms 10. US 278 Partial median Closure – Festival Centre and Central Avenue 11. Hospital Center Blvd and Main Street 12. Bristol Sports Arena Rehabilitation	Scott Liggett	1. Construction substantially complete, Certificate of Compliance / Occupancy has been issued. 2. Project under contract, work underway. 3. Project under contract, notice to proceed issued. 4. Project under contract, notice to proceed issued 5. Work underway, target completion date – December 2011 6. Design is complete, permits being acquired, will be constructed in conjunction with the adjoining roundabout 7. Construction substantially complete, connections being made 8. Construction substantially complete 9. Work has resumed following delay due to need for easement acquisition. Target completion date is November 2011 10. Awaiting SCDOT permit, attorneys in negotiation over rights-of-entry/easements with affected property owners. 11. Bid with US 278 median closure project pending receipt of SCDHEC/OCRM permit. 12. Work nearing completion, target completion date November 2011

TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, C.M., *Town Manager*
VIA: Teri Lewis, AICP*, LMO Official*
FROM: Nicole Dixon, CFM, *Senior Planner*
CC: Charles Cousins, AICP*, Director of Community Development*
DATE: November 2, 2011
SUBJECT: Proposed Ordinance No. 2011-33
ZMA110005 – Circle K Redevelopment

Town Council made no changes to proposed Ordinance No. 2011-33 as a result of the first reading on November 1, 2011.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2011- **PROPOSED ORDINANCE NO. 2011-33**

AN ORDINANCE TO AMEND TITLE 16, "THE LAND MANAGEMENT ORDINANCE," OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-4-102, THE OFFICIAL ZONING MAP WITH RESPECT TO THOSE CERTAIN PARCELS IDENTIFIED AS PARCELS 19A AND 19B ON BEAUFORT COUNTY TAX MAP 12, TO APPLY THE RFZ (REDEVELOPMENT FLOATING ZONE OVERLAY DISTRICT) TO THE EXISTING OL (OFFICE/INSTITUTIONAL LOW INTENSITY) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on July 21, 1998, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a revised Land Management Ordinance ("LMO"); and

WHEREAS, on March 6, 2007, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by adopting amendments to the Land Management Ordinance creating the Redevelopment Floating Zone Overlay District; and

WHEREAS, the purpose of the Redevelopment Floating Zone is to encourage nonconforming properties to redevelop without requiring full compliance with the design and performance standards of the Land Management Ordinance; and

WHEREAS, the Planning Commission held a public hearing on said zoning map amendment application on October 5, 2011, at which time a presentation was made by staff and an opportunity was given for the public to comment on the rezoning request; and

WHEREAS, the Planning Commission, after consideration of the staff report, public comments, and the criteria set forth in Section 16-3-1607 of the LMO, voted 7-1 to find the application consistent with the Comprehensive Plan and serves to carry out the purposes of the LMO; and

WHEREAS, the Planning and Development Standards Committee held a public meeting on October 26, 2011 to review said zoning map amendment application, at which time a presentation was made by staff and an opportunity was given for the public to comment on the rezoning request; and

WHEREAS, the Planning and Development Standards Committee, after consideration of the staff report, public comments, and the criteria set forth in Section 16-3-1607 of the LMO, voted to recommend that Town Council approve the proposed zoning map amendment application; and

WHEREAS, after due consideration of said zoning map amendment application and the recommendations of the Planning Commission and the Planning and Development Standards Committee, the Town Council, upon further review, finds it is in the public interest to approve the proposed application.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL:

Section 1. Amendment. That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-4-102 of the LMO, be hereby amended to modify the zoning designation of those certain parcels identified as parcels 19A and 19B on Beaufort County Tax Map 12, to apply the RFZ Overlay District to the existing OL Zoning District. The attached Vicinity Map shows the location of the subject property.

Section 2. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____, 2011.

_____
Drew A. Laughlin, Mayor

ATTEST:

_____
Cori Brock, Town Clerk

Public Hearing: October 5, 2011
First Reading: November 1, 2011
Second Reading:

Approved as to form:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

Hilton Head Island Fire & Rescue

Office of the Fire Chief
40 Summit Drive
Hilton Head Island, SC 29926
843.682.5153

TO: Town Council, Town of Hilton Head Island
FROM: Lavarn Lucas, Fire Chief
VIA: Public Safety Committee, Town of Hilton Head Island
DATE: November 7, 2011
SUBJECT: Port Security Grant Program – #EMW-2011-PU-APP-00148

Recommendation:

The Town Public Safety Committee (PSC) voted 3-0 to not support this request. Staff has recommended accepting the US Department of Homeland Security (DHS) grant #EMW-2011-PU-APP-00148 in the amount of $292,045 for the purpose of purchasing a fire-rescue boat with all operating costs being absorbed in the Fire & Rescue budget.

Summary:

The Town submitted a grant request in the amount of $292,045 through the US DHS Port Security Grant Program in June, 2011 to support the purchase of a fire-rescue boat. The grant is a 100% grant with no matching funds required by the Town. The boat's design and construction would make it a multi-use unit providing capabilities to:

- Control hazardous materials in the form of leaking and spilled fuel in an effort to avoid damage to Town beaches and marshes
- Provide EMS response capabilities to people in need to include the rescue, treatment, and transport of critically injured or ill patients
- Suppress marine fires as well as land-based fires when accessible from the water in order to protect both the Town's natural resources and to limit fire spread throughout marinas and marshes

Fire & Rescue will seek alternative funding through grants and other avenues to offset any and all operating cost. Any operating costs that cannot be alternatively funded will be absorbed in the existing Fire & Rescue operating budget. Initial and annual operating cost will be budget neutral.

Background:

Fire & Rescue's 1998 Master Plan included a recommendation for the purchase of a fire-rescue boat. The recommendation was not funded. Fire & Rescue then requested grant funds through the Assistance to Firefighters Grant (AFG) in 2003. The grant was not awarded. The 2004 Fire & Rescue Master Plan includes a recommendation for 2 fire-rescue boats. Council approved the recommendation with the caveat that when there was a need and when alternative funding was available it would be reconsidered. The recommendation to approve the grant was presented to Town Council on 10-18-11 and was referred to the Town Public Safety Committee (PSC). The PSC heard the request at a special called meeting on 10-25-11. The PSC requested additional information and reheard the request at its regular meeting on 11-07-11. The PSC voted 3-0 to not support the recommendation at the 11-07-11 meeting.

TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, C.M., *Town Manager*
VIA: Teri Lewis, AICP*, LMO Official*
FROM: Anne Cyran, AICP, *Senior Planner*
CC: Charles Cousins, AICP*, Director of Community Development*
DATE: November 2, 2011
SUBJECT: Proposed Ordinance No. 2011-34
ZMA110002 – Marshland Road Rezoning

Recommendation: The Planning and Development Standards Committee met on October 26, 2011 to review the attached application for Zoning Map Amendment (ZMA110002) and voted unanimously to recommend that Town Council approve the proposed application for rezoning.

The Planning Commission met on September 7, 2011 and October 5, 2011 to review the application for ZMA110002 and after a public hearing voted unanimously to recommend that Town Council approve the proposed application for rezoning.

Staff recommends that Town Council approve the application for the proposed rezoning.

Summary: The purpose of this application is to amend the Official Zoning Map by changing the zoning designation of two properties located at 32 Marshland Road (Parcel 410) and 40 Marshland Road (Parcel 8E), from the IL (Light Industrial) Zoning District to the RM-4 (Low to Moderate Density Residential) Zoning District. The proposed rezoning would eliminate a legally non-conforming land use on one parcel and would make both parcels' zoning compatible with the surrounding zoning and land uses.

Background: Town staff initiated this rezoning at the request of Town Council. Parcel 8E, which is currently owned by the Town of Hilton Head Island, is included in a land swap with property owned by Henry Driessen off Alex Patterson Road. The Town purchased Parcel 8E in 2011, and the property is currently undeveloped. It was used for storage by a construction company and by the Town as a staging area for construction projects.

Parcel 410 is owned by Alexandria Patterson. The property contains a 2,300 square foot single family home, which is a legally non-conforming use.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2011- **PROPOSED ORDINANCE NO. 2011-34**

AN ORDINANCE TO AMEND TITLE 16, "THE LAND MANAGEMENT ORDINANCE," OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-4-102, THE OFFICIAL ZONING MAP WITH RESPECT TO THOSE CERTAIN PARCELS IDENTIFIED AS PARCEL 8E AND PARCEL 410 ON BEAUFORT COUNTY TAX MAP 8 FROM IL (LIGHT INDUSTRIAL) TO THE RM-4 (LOW TO MODERATE DENSITY RESIDENTIAL) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on July 21, 1998, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a revised Land Management Ordinance ("LMO"); and

WHEREAS, the Planning Commission held a public hearing on said zoning map amendment application on September 7, 2011, at which time a presentation was made by staff and an opportunity was given for the public to comment on the rezoning request.

WHEREAS, The Planning Commission postponed taking action and requested that staff provide proof that Mr. Henry Driessen legally represented the interests of Ms. Alexandria Patterson's estate; and

WHEREAS, the Planning Commission held a second public hearing on said zoning map amendment application on October 5, 2011, at which time staff presented to the Planning Commission documents confirming that Mr. Driessen legally represented Ms. Patterson's estate; and

WHEREAS, the Planning Commission, after consideration of the staff report, public comments, and the criteria set forth in Section 16-3-1505 of the LMO, on October 5, 2011 voted 8-0-0 to find the application consistent with the Comprehensive Plan and serves to carry out the purposes of the LMO; and

WHEREAS, the Planning and Development Standards Committee held a public meeting on October 26, 2011 to review said zoning map amendment application, at which time a presentation was made by staff and an opportunity was given for the public to comment on the rezoning request; and

WHEREAS, the Planning and Development Standards Committee, after consideration of the staff report, public comments, and the criteria set forth in Section 16-3-1505 of the LMO, voted 3-0-0 to recommend that Town Council approve the proposed amendment; and

WHEREAS, after due consideration of said zoning map amendment application and the recommendations of the Planning Commission and the Planning and Development Standards

Committee, the Town Council, upon further review, finds it is in the public interest to approve the proposed application.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL:

Section 1. Amendment. That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-4-102 of the LMO, be hereby amended to modify the zoning designation of those certain parcels identified as parcel 8E and parcel 410 on Beaufort County Tax Map 8 from IL (Light Industrial) to RM-4 (Low to Moderate Density Residential). The attached Vicinity Map shows the location of the subject properties.

Section 2. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____, 2011.

_____
Drew A. Laughlin, Mayor

ATTEST:

_____
Cori Brock, Town Clerk

Public Hearings: September 7, 2011
October 5, 2011
First Reading: November 15, 2011
Second Reading:

Approved as to form:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT

One Town Center Court	Hilton Head Island, SC 29928	843-341-4757	FAX 843-842-8908

STAFF REPORT
ZONING MAP AMENDMENT

Case #	Name of Project or Development	Public Hearing Date
ZMA110002	Marshland Road Rezoning	September 7, 2011

Parcel Data or Location	Owners	Applicant
Effected Parcels R511 008 000 008E 0000, 40 Marshland Road R511 008 000 0410 0000, 32 Marshland Road Existing Zoning District Light Industrial (IL) Proposed Zoning District Low to Moderate Density Residential (RM-4)	Parcel 8E: Town of Hilton Head Island One Town Center Court Hilton Head Island SC 29928 Parcel 410: Alexandria A. Patterson 1 Beachwood Dr Hilton Head Island SC 29928	Town of Hilton Head Island One Town Center Court Hilton Head Island SC 29928

Application Summary

The Town of Hilton Head Island is proposing to amend the Official Zoning Map by changing the zoning designation of two properties on Marshland Road from IL to RM-4. The purpose of the rezoning is to bring parcel 410 into greater compliance with the Land Management Ordinance (LMO) and to make both parcels' zoning compatible with the surrounding zoning and uses.

The only existing development on the subject parcels is a single family home, which is a legally non-conforming use. The home would become a conforming use if the property is rezoned to the RM-4 Zoning District. For a detailed list of the changes in use that will result from this rezoning, see Attachment C, Use Table. Zoning district regulations and design standards are fully described in Chapters 4 and 5 of the LMO.

Staff Recommendation

Staff recommends the Planning Commission find this application to be consistent with the Town's Comprehensive Plan and serves to carry out the purposes of the LMO, based on those Findings of Facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Background

The parcels subject to the rezoning are both located in the IL Zoning District and are located

on Marshland Road.

Parcel 8E (40 Marshland Road) is currently owned by the Town of Hilton Head Island. The Town purchased the parcel in 2001, and the property is currently undeveloped. It was previously used for storage by a construction company and by the Town as a staging area for construction projects. Town Council has approved a recommendation to include this parcel in a land swap with property owned by Henry Driessen off Alex Patterson Road.

Parcel 410 (32 Marshland Road) is owned by Alexandria Patterson. The property contains a 2,300 square foot single family home, which is a legally non-conforming use.

At the September 7, 2011 public hearing, the Planning Commission considered this application and voted to table further discussion until staff provided documents confirming that Mr. Henry Driessen is the legal representative of Ms. Alexandria Patterson's estate and that he consents to the proposed rezoning. These documents are attached to this report. (See Attachments D & E.)

Summary of Facts and Conclusions of Law

Findings of Fact

1. Notice of the Application was published in the Island Packet on July 31, 2011 as set forth in LMO Sections 16-3-110 and 16-3-111.
2. Notice of the Application was posted and mailed as set forth in LMO Sections 16-3-110 and 16-3-111.
3. A public hearing will be held on September 7, 2011 as set forth in LMO Section 16-3-1504.A.
4. The Commission has authority to render their decision reached here in LMO Section 16-3-1504.

Conclusion of Law

1. The application, notice requirements and public hearing comply with the legal requirements as set forth in LMO Sections 16-3-110, 16-3-111 and 16-3-1504.

As set forth in Section 16-3-1505, Zoning Map Amendment Review Criteria, the Commission shall consider and make findings on the following matters regarding the proposed amendment.

Summary of Facts and Conclusions of Law

Criteria 1: Consistency (or lack thereof) with the Comprehensive Plan (LMO Section 16-3-1505.A)

Findings of Fact

The adopted Comprehensive Plan addresses this project in the following areas:

Land Use Element

An Implication for Nonconforming Parcels by Use

Current zoning classifications should be reviewed along with the associated regulations for each use. Areas that have high instances of nonconforming uses should be

reviewed closely and revisions should be made where necessary. Creative alternatives to traditional zoning classifications should be considered, such as form based and smart codes to reflect current building and development trends that are indicative of our Island character.

An Implication for Zoning Changes

Future land use decisions and requests for zoning changes will be determined using the background information contained in this plan as well as the future land use map, currently represented by the Town's Official Zoning Map.

Goal 8.1 – Existing Land Use

A. The goal is to have an appropriate mix of land uses to meet the needs of existing and future populations.

Goal 8.4 – Existing Zoning Allocation

A. An appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town's high quality of life and should be considered when amending the Town's Official Zoning Map.

Goal 8.8 – Nonconforming Parcels by Use

B. The goal is to evaluate the locations of nonconforming uses to determine areas to consider for Zoning Map Amendments.

Conclusion of Law

1. Staff concludes that this application is consistent with the adopted Comprehensive Plan, as set forth in LMO Section 16-3-1505.A. The proposed rezoning will increase the potential of development and redevelopment by making a non-conforming use conforming and by approving residential-oriented uses that are compatible with the surrounding neighborhood.

Summary of Facts and Conclusions of Law

Criteria 2: Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood (LMO Section 16-3-1505.B)

Findings of Fact

1. The subject parcels are on the edge of two zoning districts, the Light Industrial (IL) Zoning District and the Low to Moderate Density Residential (RM-4) Zoning District.
2. LMO Section 16-4-218 states the purpose of the IL Zoning District is, "To provide for light industrial and service-related land uses with large buildings or outdoor storage requirements. This district also provides for certain instructional and theatrical uses with similar space requirements."
3. LMO Section 16-4-206 states the purpose of the RM-4 Zoning District is, "To protect and preserve the unique character of Native Islander areas and neighborhoods at densities up to four (4) dwelling units per net acre. This district is used to encourage a variety of residential opportunities."

4. LMO Section 16-4-1204, Use Table, lists conforming uses for each zoning district. For the IL Zoning District, conforming uses include government facilities, utilities, retail uses with significant storage needs (landscape nursery) or potential nuisances (kennel, veterinary hospital), car rental and repair, taxicab and towing services, contractor's offices, manufacturing, warehouse and freight movement and wholesale sales. For the RM-4 Zoning district, conforming uses include single family, multifamily and manufactured housing, community service and day care, schools and government facilities, religious institutions, parks, minor utilities and agriculture.
5. The surrounding properties in the IL Zoning District are almost all accessed from Capital Business Drive. The parcels are generally large and average 1.6 acres in size. Most parcels are developed with either large buildings with no outdoor storage or small buildings with a large area devoted to outdoor storage. The uses include two landscape nurseries, several contractor's offices, a flooring store, a printing shop, a sign manufacturer, warehousing and wholesale sales.
6. The surrounding properties in the RM-4 Zoning District are accessed from Alex Patterson Road and Junior Trace. The parcels are a mix of sizes ranging from 0.25 to 2.6 acres. About half of the parcels are developed with single family homes. The uses are exclusively residential.
7. Of the subject parcels, Parcel 8E is 1.6 acres and is currently undeveloped, and Parcel 410 is 0.6 acres with one single family home.

Conclusions of Law

1. Staff concludes that Parcel 8E is compatible with the present zoning, the conforming uses of nearby property and with the character of the neighborhood as set forth in LMO Section 16-3-1505.B for both the IL and RM-4 Zoning Districts. The parcel is compatible with the IL Zoning District because it is currently undeveloped and is large enough to accommodate light industrial uses. Also, it is directly adjacent to an existing light industrial development to the east. The parcel is compatible with the RM-4 Zoning District because it is currently undeveloped and is large enough to accommodate up to six single family residences. Also, it is directly adjacent to two existing single family homes.
2. Staff concludes that Parcel 410 is not compatible with the present zoning, is compatible with some the conforming uses of nearby property and is compatible with the character of one of the adjacent neighborhoods as set forth in LMO Section 16-3-1505.B. Parcel 410 is not compatible with the present IL zoning because is only 0.6 acres, which is too small to develop for a light industrial use. Parcel 410 is currently developed with a single family home, which is not compatible with the conforming IL uses nearby, but it is conforming with nearby conforming residential uses. Parcel 410 is not compatible with the character of nearby light industrial neighborhood, but it is compatible with the character of the adjacent residential neighborhood.

Summary of Facts and Conclusions of Law

Criteria 3: Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment (LMO Section 16-3-1505.C)

Findings of Fact

1. LMO Section 16-4-206 states the purpose of the RM-4 Zoning District is, "To

protect and preserve the unique character of Native Islander areas and neighborhoods at densities up to four (4) dwelling units per net acre. This district is used to encourage a variety of residential opportunities."

2. LMO Section 16-4-1204, Use Table, lists conforming uses for each zoning district. For the RM-4 Zoning district, conforming uses include single family, multifamily and manufactured housing, community service and day care, schools and government facilities, religious institutions, parks, minor utilities and agriculture.
3. Parcel 410 is developed with a single family house, which is not a permitted use in the IL Zoning District, but it is a permitted use in the RM-4 Zoning District.
4. Parcel 8E is not developed, but the parcel is large enough to accommodate up to six single or multi-family homes, a day care, a religious institution, a neighborhood park or a minor utility.

Conclusion of Law

1. Staff concludes that both parcels are suitable for the proposed uses permitted in the RM-4 Zoning District as set forth in LMO Section 16-3-1505.C. Rezoning Parcel 8E from IL to RM-4 would allow for the development of nearly every use permitted in the RM-4 Zoning District. Rezoning Parcel 410 from IL to RM-4 would bring the existing single family residential use into compliance with the LMO.

Summary of Facts and Conclusions of Law

Criteria 4: Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment (LMO Section 16-3-1505.D)

Findings of Fact

1. LMO Section 16-4-218 states the purpose of the IL Zoning District is, "To provide for light industrial and service-related land uses with large buildings or outdoor storage requirements. This district also provides for certain instructional and theatrical uses with similar space requirements."
2. LMO Section 16-4-1204, Use Table, lists conforming uses for each zoning district. For the IL Zoning District, conforming uses include government facilities, utilities, retail uses with significant storage needs (landscape nursery) or potential nuisances (kennel, veterinary hospital), car rental and repair, taxicab and towing services, contractor's offices, manufacturing, warehouse and freight movement and wholesale sales.
3. Parcel 8E is 1.6 acres and is currently undeveloped.
4. Parcel 410 is 0.6 acres and contains a single family house, which is not a permitted use in the IL Zoning District.

Conclusions of Law

1. Staff concludes that Parcel 8E is suitable for the existing uses permitted in the IL Zoning District as set forth in LMO Section 16-3-1505.D. The parcel is the average size of surrounding parcels zoned IL and could reasonably accommodate a large building or a large outdoor storage area required for many uses permitted in the IL Zoning District
2. Staff concludes that Parcel 410 is not suitable for the existing uses permitted in the IL Zoning District as set forth in LMO Section 16-3-1505.D. The parcel is only 0.6 acres

and could not reasonably accommodate the large buildings or large outdoor storage areas.

Summary of Facts and Conclusions of Law

Criteria 5: Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment (LMO Section 16-3-1505.E)

Findings of Fact

1. In the RM-4 Zoning District, Parcel 8E could be developed with several homes or one of several different kinds of institutional facilities that are not currently permitted uses in the IL Zoning District.
2. In the RM-4 Zoning District, the existing single family home Parcel 410 would become a conforming use.

Conclusions of Law

1. Staff concludes that the marketability of Parcel 8E may be improved as set forth in LMO Section 16-3-1505.E. Rezoning Parcel 8E will allow the development of residential uses, which may be more profitable than light industrial uses.
2. Staff concludes that the marketability of Parcel 410 may be improved as set forth in LMO Section 16-3-1505.E. The currently legally non-conforming single family use will become a conforming use and therefore the home can be expanded, rebuilt into a duplex or redeveloped with an institutional use.

Summary of Facts and Conclusions of Law

Criteria 6: Availability of sewer, water and stormwater facilities generally suitable and adequate for the proposed use (LMO Section 16-3-1505.F)

Findings of Fact

1. Both parcels have an available sewer and water connection from the Hilton Head Island Public Service District.
2. Because Parcel 8E is undeveloped and Parcel 410 has one single family home, neither parcel currently has stormwater facilities.

Conclusion of Law

1. Staff concludes that these properties have available sewer and water facilities suitable and adequate for the proposed uses and that stormwater facilities shall be installed if required for the proposed uses as set forth in LMO Section 16-3-1505.F.

LMO Official Determination

Determination: Staff determines that this application is compatible with the Comprehensive Plan and serves to carry out the purposes of the LMO as based on the Findings of Fact and Conclusions of Law detailed in this report.

Note: If the proposed amendment is approved by Town Council, such action shall be by <u>ordinance</u> to amend the Official Zoning Map. If it is denied by Town Council, such action shall be by <u>resolution</u>.

PREPARED BY:

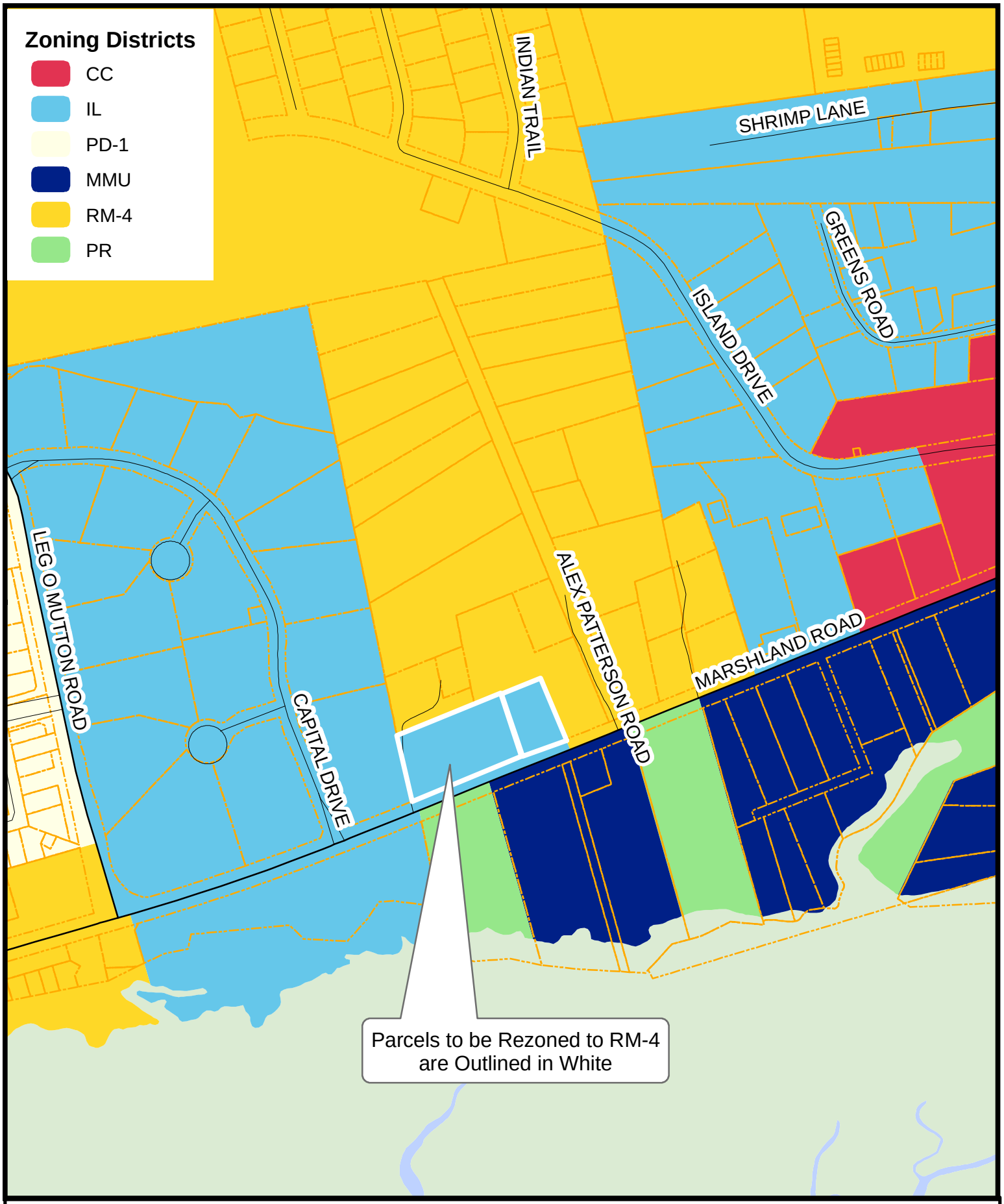
AC	21 September 2011
Anne Cyran, AICP *Senior Planner*	DATE

REVIEWED BY:

TBL	24 August 2011
Teri B. Lewis, AICP *LMO Official*	DATE

ATTACHMENTS:

A) Zoning Map
B) Aerial Photo
C) Use Table
D) General Durable Power of Attorney of Alexandria Anne Patterson
E) Affidavit of Ownership



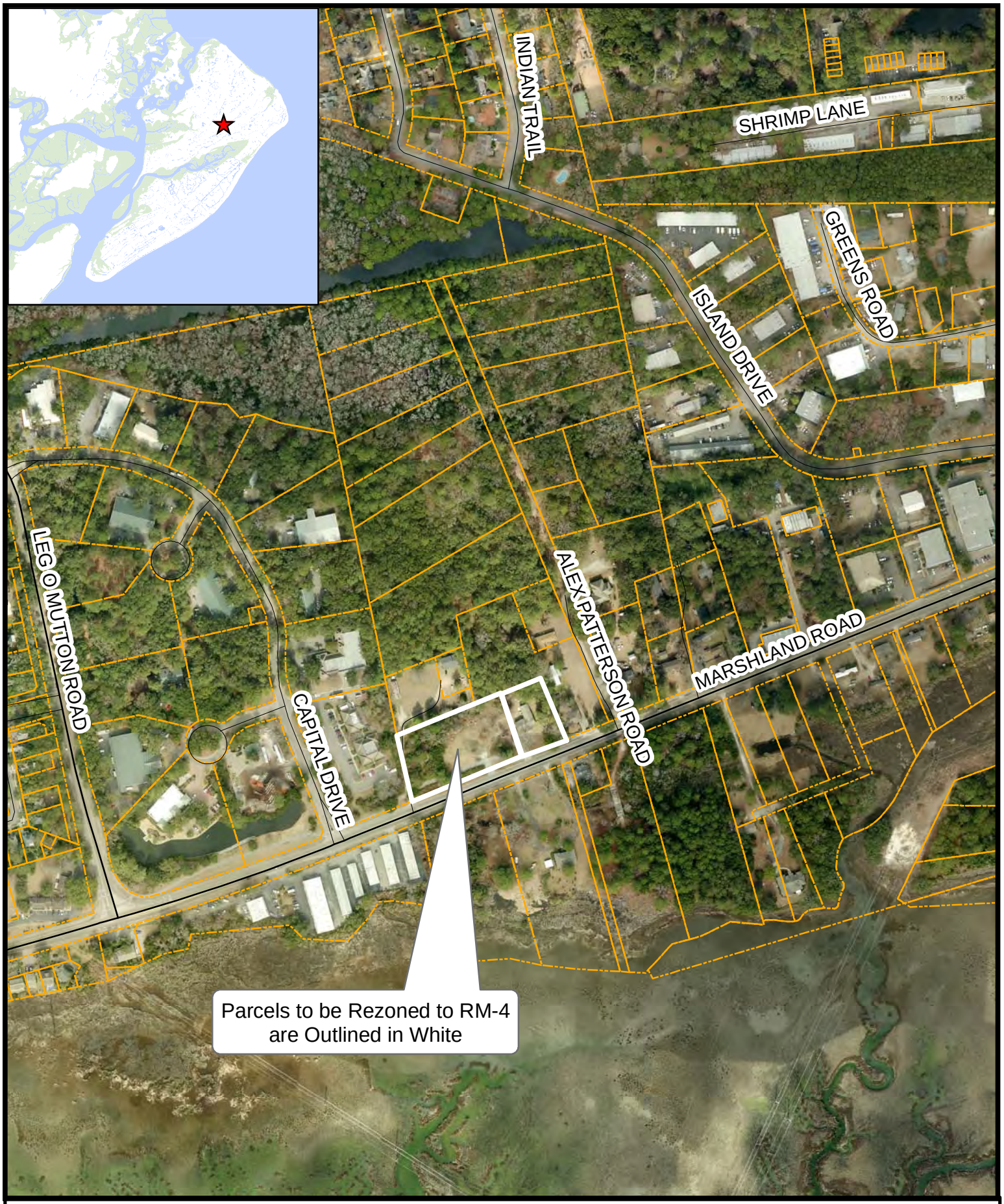
TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-6000

ZMA110002 Marshland Road/Alex Patterson Road Area Rezoning

Zoning Map

Attachment A

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion.



TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-6000

ZMA110002 Marshland Road/Alex Patterson Road Area Rezoning

Aerial Photo

Attachment B

N W E S

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion.

ZMA110002 Marshland Road Rezoning
Use Table

Specific Use	IL	RM-4
P = Permitted by Right PC = Permitted with Conditions SE = Special Exception		
Residential Uses		
Group Living		PC
Household Living		
Single Family		P
Multi-Family Residential		P
Manufactured Housing Park		PC
Public and Civic Uses		
Aviation/Surface Passenger Terminal	SE	
Community Service		P
Day Care		PC
Educational Facilities		
Schools, Public or Private		SE
Government Facilities	P	PC
Institutions		
Religious Institutions	PC	PC
Other Institutions		SE
Parks and Open Areas		
Cemetery		P
Park, Community		SE
Park, Linear		P
Park, Mini		P
Park, Neighborhood		P
Park, Special Use		P
Utilities		
Major Utility	P	SE
Minor Utility	P	P
Telecommunications Facility	PC	PC
Waste Treatment Plant	SE	SE
Commercial Uses		
Eating Establishments		
With Seating, High Turnover	PC	
Without Seating	P	
Resort Accommodation		
Bed and Breakfast Inn		SE
Inn		SE
Retail Sales & Service		
Community Theater	PC	
Dance Studio	PC	
Funeral Home	P	
Furniture Store	P	

Specific Use	IL	RM-4
P = Permitted by Right PC = Permitted with Conditions SE = Special Exception		
Commercial Uses		
Retail Sales & Service (cont.)		
Hardware, Paint, Glass, Wallpaper or Flooring Store	P	
Kennel, Boarding	P	
Landscape Nursery	P	
Veterinary Hospital	P	
Watercraft Sales, Rental or Service	P	
Vehicle Sales & Service		
Auto Rental	P	
Auto Repair	P	
Auto Sales	PC	
Car Wash	P	
Taxicab Service	P	
Towing Service	P	
Truck or Trailer Rental	PC	
Industrial Services		
Aviation Services	PC	
Light Industrial Services		
Contractor's Office	P	
Other Light Industrial Service	P	
Manufacturing and Production		
Other Manufacturing and Production	P	
Warehouse and Freight Movement		
Moving and Storage	P	
Self-Service Storage	P	
Warehousing	P	
Waste Related Service	P	
Wholesale Sales		
Contractor's Materials	P	
Wholesale Business	P	
Wholesale Business with Accessory Retail Outlet	PC	
Other Uses		
Agriculture		P

ZMA110002 Marshland Road Rezoning
Attachment D

BEAUFORT COUNTY SC - ROD
BK 03009 PGS 0375-0392
FILE NUM 2010059836
11/10/2010 11:21:15 AM
REC'D BY B BING RCPT# 633587
RECORDING FEES 29.00

General Durable Power of Attorney of ALEXANDRIA ANNE PATTERSON

I, ALEXANDRIA ANNE PATTERSON of Bluffton, South Carolina, am creating a durable power of attorney under the laws of the state of South Carolina. I hereby revoke all Powers of Attorney previously granted by me as Principal and terminate all Agency relationships created by me except:

Powers granted by me under any Durable Health Care Power of Attorney;

Powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory; and

Powers granting access to a safe deposit box.

Article One
Appointment of Agent

Section 1.01 Initial Agent

I appoint HENRY C. DRIESSEN to serve as my Agent.

Section 1.02 Successor Agent

If HENRY C. DRIESSEN fails to serve, I appoint the following person to serve as successor Agent.

Alternate: ROBERTS VAUX

Section 1.03 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent, by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may (but need not be) supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his power to the successor Agent.

Article Two
Effectiveness of Agent Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Agent under this power of attorney shall be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Agent under this power of attorney shall not be affected by my subsequent disability, incapacity or lapse of time.

Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney shall expire at the earlier of:

AAP initial NC

My death, (except for post-death matters allowed under the laws of South Carolina), or

Upon my revocation of this Power of Attorney.

Article Three
Powers Granted to My Agent

I grant my Agent the powers described in this Article so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below:

Section 3.01 Power to Sell

Unless specifically limited by the other provisions of this power of attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, marital right and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant options with regard to sales.

My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

Section 3.02 Power to Buy

Unless specifically limited by the other provisions of this power of attorney, my Agent may buy any kind of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may arrange to insure the purchased property, and otherwise arrange for its safekeeping.

My Agent is authorized to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

My Agent is authorized to repay from my funds any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 3.03 Power to Invest

My Agent may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possessions or territories. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;

Participate in common, collective or pooled trust funds or annuity contracts;

Sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

Establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

Establish and terminate agency accounts with corporate fiduciaries; and

Employ and fire financial and investment advisors.

AAP
Initial

Section 3.04 Power to Manage Real Property

My Agent may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;

Eject and remove tenants or other persons from property, and recover the property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds;

Subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

Maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon and alter all or any part of my real property;

Employ laborers;

Obtain or vacate plats and adjust boundaries;

Adjust differences in the property's value on exchange or partition by giving or receiving consideration;

Release or partially release real property from a lien;

Enter into any contracts, covenants and warranty agreements regarding my real property that my Agent considers appropriate; and

Encumber property by mortgage or deed of trust.

My Agent may accept real property as a gift or as security for a loan.

Section 3.05 Power to Manage Tangible Personal Property

My Agent may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Attorney may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this power of attorney;

Recover my property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds;

Maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

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Grant security interests in my property.

My Agent may accept tangible personal property as a gift or as security for a loan.

Section 3.06 Power to Operate Businesses

My Agent may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Agent considers appropriate. Unless specifically limited by the other provisions of this power of attorney, my Attorney may:

Act as a director, general or limited partner, or associate or officer of the business;

Select and vote for directors, partners, associates and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;

Execute agreements and amendments to agreements necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements and operating agreements for limited liability companies;

Hire and fire employees;

Pay employees' salaries and provide for employee benefits; Employ legal, accounting, financial and other consultants;

Continue, modify, terminate, renegotiate and extend any contracts with any person, firm, association or corporation;

Execute business tax returns and other government forms required for my business;

Pay all business related expenses;

Transact business for me in my name and on my behalf;

Contribute additional capital to the business;

Change the name or the form of the business;

Incorporate the business;

Enter into a partnership agreement with other persons;

Join in a plan to reorganize or consolidate my business, or merge my business with any other business;

Establish the value of the business under "buy-out" or "buy-sell" agreements to which I am a party;

Create, continue or terminate retirement plans for my business' employees and make contributions required by those plans;

Advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and

Borrow for the business and secure any loans with business assets or my personal assets.

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My Agent may sell, liquidate or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity and an installment note or any combination of those arrangements.

Section 3.07 Power to Manage Partnership Interests

My Agent may manage any general, limited or special partnership interest I own now or in the future. Unless specifically limited by the other provisions of this power of attorney, my Attorney may:

Exercise any right, power, privilege or option I may have or may claim under any contract with the partnership;

Modify or terminate my interest on terms and conditions my Agent considers appropriate;

Enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding or otherwise as my Agent considers appropriate; and

Defend, arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

Section 3.08 Power Regarding Securities

My Agent may exercise all rights regarding securities that I own now or in the future. Specifically my Agent may:

Buy, sell, and exchange all types of securities and financial instruments including but not limited to stocks. bonds and mutual funds, mutual funds and commodity futures contracts, and call and put options on stocks and stock indexes;

Receive certificates and other evidences of ownership with regard to securities;

Hold securities in bearer or uncertified form and use a central depository, clearing agency or book-entry system such as The Depository trust Company, Euroclear or the Federal Reserve Bank of New York;

Place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

Employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-deal or its nominee;

Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

Participate in any reorganization, recapitalization, merger or similar transaction; and

Exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants or other similar instruments.

Section 3.09 Power to Collect and Settle My Obligations

My Agent may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to, rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends and annuities. In collecting my obligations, my Agent may demand, sue for, arbitrate, settle, compromise,

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receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Section 3.10 Power Regarding Governmental Benefits

All Powers described in this section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Agent's powers become effective.

My Agent is appointed as my "Representative Payee" for the purposes of receiving Social Security benefits. My Agent may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency including, without limitation, Supplemental Social Security Income (SSSI), Medicaid and Social Security Disability Income (SSDI).

My Agent may:

Execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state, including allowances and reimbursements for my transportation, my spouse's, children's and other individual's transportation customarily or legally entitled to be supported by me, and for shipment of their household effects.

Take possession, remove and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

Prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation.

Prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.

Receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose.

Sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there.

Section 3.11 Power Regarding My Retirement Plans and Other Employee Benefits

My Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Agent may:

Establish, using any of my assets, one or more qualified retirement plans in my name;

Make contributions, including "rollover" contributions, or cause contributions to be made, to any qualified retirement plan my Agent considers appropriate using my assets;

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Receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

Elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

Make, exercise, waive or consent to any and all election and/or option that I may have regarding contributions to qualified retirement plans, investments and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me; and
Borrow money, purchase assets from any of my qualified retirement plans and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

My Agent may make beneficiary designations, whether revocable or irrevocable, change revocable beneficiary designations, and consent or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan. But my Agent may not directly or indirectly designate a greater share or portion of any benefit than my Agent would have otherwise received unless all other beneficiaries under the IRA or plan consent to the change in beneficiary designation.

For all purposes of this Section, "qualified retirement plan" means a plan qualified under Section 401 of the Internal Revenue Code, an individual retirement arrangement under Section 408 or Section 408A or a tax-sheltered annuity under Section 403. The term "qualified retirement benefits" means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403 or any other benefit subject to the distribution rules of Section 401 (a)(9).

Section 3.12 Power Regarding Bank Accounts

My Agent may establish bank accounts of any type in one or more bank institutions that my Agent may choose. My Agent may modify, terminate, make deposits to, write checks on, make withdrawals from and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

If more than one Agent is serving concurrently under this power of attorney, the signature of any one of them is sufficient to endorse checks or drafts and to draw checks or drafts on my financial accounts.

Section 3.13 Power Regarding Safe-Deposit Boxes

My Agent may contract with any institution to rent a safe-deposit box in my name. My Agent may have access to any safe-deposit box in my name or with respect to which I am an authorized signer. This Section will apply whether or not the contract for the safe-deposit box was executed by me alone or jointly with others or by my Agent in my name. My Agent may also add to or remove the contents of a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 3.14 Power to Prosecute and Defend Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under

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circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or for whom I have or may have any responsibility.

Section 3.15 Power to Loan and Borrow

My Agent may make secured or unsecured loans to any person, entity, trust or estate on my behalf, for any term or payable on demand, with or without interest. My Agent may enter into or modify the terms of any mortgage, deed of trust or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Agent may borrow money on my behalf at interest rates and on other terms that my Agent considers advisable from any person, institution or other source including, if my then-acting Agent is a corporate fiduciary, its own banking or commercial lending department.

My Agent may encumber my property by mortgages, pledges, and other hypothecation and shall have the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the term for which this power of attorney is effective.

My Agent may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the term for which this power of attorney is effective. My Agent may grant a security interest in the policy to secure the loan. In this regard, my Agent may assign and deliver the policy as security. No insurance company will be under any obligation to determine the necessity of the loan or how my Agent applies the loan proceeds.

Section 3.16 Power to Renounce or Resign from Fiduciary Positions

My Agent may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

Section 3.17 Power to Disclaim or Release Property Interests

My Agent may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate or intestate succession. My Agent may release or abandon any property interest or power that I may own or hold now or in the future, including any interest in, or right over, a trust, including the right to alter, amend, revoke or terminate the trust. My Agent may claim an elective share in any estate or under any will. But my Agent may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

Section 3.18 Power Regarding Insurance

My Agent may purchase, maintain, surrender, collect, or cancel

All kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest;

Liability insurance protecting me and my estate against third party claims;

Hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and

Casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

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My Agent may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority shall apply to both private and public plans, including Medicare, Medicaid, SSI and Workers' Compensation.

My Agent may select and amend the beneficiary designations under insurance policies insuring my life. My Agent may also select and amend beneficiary designations under any annuity contract in which I have an interest; provided, however, that my Agent may not directly or indirectly designate to himself or herself a greater share or portion of any benefit my Agent would have otherwise received unless the change is consented to by all other beneficiaries under the policy.

My Agent may decrease or terminate coverage under any insurance policy insuring my life. My Agent may receive and dispose of the cash value received if the policy is decreased or terminated and dispose of the cash value as my Agent considers appropriate.

Section 3.19 Power Regarding Taxes

My Agent may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods including the date this power of attorney is executed until December 31, 2099.

My Agent may:

Prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA and payroll tax returns on my behalf;

Prepare, sign, and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts (including, but not limited to, the United States Tax Court);

Sign consents and agreements under Section 2032A of the Internal Revenue Code or any successor section and consent to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year;

Pay taxes due, collect and dispose of refunds as my Agent determines appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;

Exercise any election I have under federal, state or local tax law and allocate any generation-skipping tax exemption to which I am entitled; and

Engage representation for me in any and all tax proceedings by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals.

Section 3.20 Power to Make Gifts

My Agent may make gifts on my behalf. In order to make gifts, my Agent may withdraw assets from any trust created by me or by my Attorney-in-Fact acting within the authority granted in Section 3.17 and from which I may withdraw assets.

For purposes of this power of attorney, my Agent may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

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For purposes of this Section, "my beneficiaries" shall mean my spouse and my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust.

My Agent may make gifts on the following terms and conditions:

(a) Continuation of My Gifting

My Agent may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Agent may make gifts in order to assure the continuation of any gifting program initiated by me prior to the time I became incapacitated.

My Agent may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with such individuals.

(b) Gifts to My Agent

I specifically authorize gifts to my Agent, but only a Special Agent appointed under the provisions of Section 7.03 may make gifts to my Agent. My Agent may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(c) Gifts in Excess of the Annual Federal Gift Tax Exclusion

Only a Special Agent appointed under the provisions of Section 7.03 may make gifts in excess of the annual federal gift tax exclusion to my beneficiaries.

If my Agent determines that gifts in amounts in excess of the annual federal gift tax exclusion are in my best interest and the best interests of my beneficiaries, my Agent, by unanimous vote if more than one Agent is serving, shall appoint a Special Agent, unrelated by blood or marriage to any Agent, to review the facts and circumstances and to decide whether such gifts should be made. I recommend, but do not require, that my Agent select an independent certified public accountant, attorney-at-law, or corporate fiduciary to serve as the Special Agent under such circumstances.

Neither my Agent, nor the Special Agent appointed by my Agent, shall be liable to any beneficiary for exercising or failing to exercise its discretion to make gifts.

(d) Gifts for Tuition

My Agent may prepay the cost of tuition for any of my beneficiaries. My Agent shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

(e) Gifts for Medical Expenses

My Agent may pay medical expenses for any of my beneficiaries as permitted under Section 2503(e) of the Internal Revenue Code. My Agent shall make the payments directly to the medical provider.

(f) Gift Splitting Authorized

My Agent is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code or under similar provisions of any state or local gift tax laws.

(g) Methods of Making Gifts

My Agent may make gifts of my property under this Section outright, in trust or in any other manner that my Agent considers appropriate.

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By way of example and without limiting my Agent's powers under this Section, my Agent is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split interest trusts. My Agent may make gifts by establishing and contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies or other similar entities and by making gifts of interests in any of those entities.

To accomplish the objectives described in this subsection, my Agent may establish and maintain financial accounts of all types and may execute, acknowledge, seal and deliver deeds, assignments, agreements, authorizations, checks and other instruments. My Agent may prosecute, defend, submit to arbitration, settle or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Agent may intervene in any related action or proceeding.

My Agent may perform any other act my Agent considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

(h) Standard for Making Gifts

It is my desire that in making gifts on my behalf, my Agent consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(i) Ratification of Gifts

I specifically ratify any gifts made by my Agent under the terms of this power of attorney.

Article Four
Care and Control of Principal

My Agent may, in my Agent's sole and absolute discretion, exercise the following powers with respect to the control and management of my person.

Section 4.01 Power to Provide for My Support

My Agent may do anything reasonably necessary to maintain my customary standard of living, including:

Maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing or making other arrangement for a different residence;

Provide normal domestic help;

Provide clothing, transportation, medicine, food and incidentals; and

Make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 4.02 Protect or Dispose of Property

If Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home or similar facility, my Agent may dispose of my residence. In so doing, my Agent may sell, lease, sublease or assign my interest on terms and conditions that my Agent considers appropriate.

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My Agent may store and safeguard any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Agent may sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate.

As an alternative to storing my tangible personal property, my Agent may transfer custody and possession, but not title, of any property item to the person named in my Will or my revocable living trust as the person entitled to receive that property item on my death.

Section 4.03 Power to Provide for My Recreation and Travel

My Agent may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 4.04 Power to Provide for Religious and Spiritual Needs

My Agent may provide for my religious and spiritual needs, including involvement of religious clergy and spiritual leaders in my care and my membership in religious and spiritual organizations consistent with my religious beliefs. My Agent may purchase religious books, tapes and other materials for my use and benefit.

Section 4.05 Power to Provide for Companionship

My Agent may arrange any form of companionship for me necessary to meet my needs if I am unable to arrange for such companionship myself.

Section 4.06 Power to Make Advance Funeral Arrangements

My Agent may make advance arrangements for my funeral and burial, including a burial plot, marker and any other related arrangements that my Agent considers appropriate.

Article Five
Incidental Powers

My Agent may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this power of attorney, including, but not limited, to the following incidental powers.

Section 5.01 Power to Commence Court Proceedings

My Agent may commence any court proceedings necessary to protect my legal rights and interests under this power of attorney including, but not limited to:

> Actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this power of attorney and any of the acts sanctioned by this power of attorney; provided, however, that my Agent need not seek a declaratory judgment to perform any act sanctioned by this power of attorney;
>
> Actions for mandatory injunctions requiring any person or entity to comply with my Agent's directions as authorized by this power of attorney;
>
> Actions for actual and punitive damages and the recoverable costs and expenses of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent's directions as authorized by this power of attorney.

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Section 5.02 Power to Employ and Discharge Personnel

My Agent may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents and others to advise or assist my Agent as my Agent considers appropriate.

Section 5.03 Sign Documents

My Agent may sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this power of attorney.

Section 5.04 Power to Submit Costs for Payment

If my Agent incurs costs in performing any powers granted under this power of attorney, or in enforcing compliance with the powers given to my Agent under this power of attorney, my Agent may submit those costs to any person who has the authority to pay those costs such as the trustee of my revocable living trust or to my guardian or conservator. My trustee, conservator or guardian shall promptly pay those costs.

Section 5.05 Power Regarding My Mail

My Agent may open, read, respond to and redirect my mail. My Agent may represent me before the U.S. Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

Section 5.06 Power Regarding Memberships

My Agent may establish, cancel, continue or initiate my membership in organizations and associations of all kinds.

Section 5.07 Power Regarding Custody of Documents

My Agent may take, give or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents as my Agent believes appropriate.

Article Six
Limitation on Agent Powers

All powers granted to my Agent under this power of attorney are subject to the limitations set forth in this Article.

Section 6.01 Tax Sensitive Powers

No individual serving as Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

Cause any income generated by my property to be attributed to my Agent for federal income tax purposes;

Cause the value of any property subject to this power of attorney to be included in my Agent's gross estate for federal estate tax purposes;

Cause any distribution made or allowed to be made to my Agent to be treated as a gift from my Agent; or

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Discharge a legal obligation of my Agent.

If the exercise of a power by an Agent under this power of attorney would cause any of the foregoing results, a Special Agent appointed under the provisions of Section 7.03 may exercise the power or discretion.

Section 6.02 Life Insurance on the Life of My Agent

No individual Agent may exercise any powers or rights in a policy owned by me that insures the life of that Agent. Any powers and rights regarding the policy will be exercised solely by another Agent serving under this power of attorney.

Section 6.03 Prohibition on Power over Prior Transfers

No Agent may exercise any power or authority over any irrevocable trust created by my Agent to which I am a trustee or a beneficiary or any asset given to me by my Agent.

Section 6.04 Trustee to Avoid Disrupting My Estate Plan

If it becomes necessary for my Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Agent, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Agent will use his or her best efforts to restore my plan as soon as possible. My Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Agent and to provide copies of documents to my Agent.

Article Seven
Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Agent and those who rely upon my Agent.

Section 7.01 Release of Information

My Agent may release and obtain. as the case may be, any and all information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns. retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her duties under this power of attorney.

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Section 7.02 Nomination of Guardian of my Person and my Estate

If at any time proceedings are initiated for the appointment of Guardian of my person and my estate, I nominate the person serving, or named to serve, as my Agent at the time the proceedings are initiated.

If any person I have nominated is appointed Guardian of my person and my estate, I request that the court grant powers permitting my Guardian of my person and my estate to administer my estate independent of supervision and without adjudication, order or direction of any court.

Section 7.03 Appointment of a Special or Ancillary Agent

If for any reason any Agent is unwilling or unable to act with respect to any property or any provision of this power of attorney, my Agent shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Agent as to the property or with respect to the provision. The Special Agent appointed must be an individual that is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code. My Agent may revoke any such appointment at will.

If my Agent determines that it is necessary or desirable to appoint an Ancillary Agent to act under this power of attorney in a jurisdiction other than this one, my Agent may do so. In making an appointment, my Agent may sign, execute, deliver, acknowledge and make declarations in any documents that may be necessary, desirable, convenient or proper in order to carry out the appointment. A Special or Ancillary Agent may exercise all powers granted by this power of attorney unless expressly limited elsewhere in this power of attorney or by the instrument appointing the Special or Ancillary Agent. A Special or Ancillary Agent may resign at any time by delivering written notice of resignation to my Agent. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.04 Agent Authorized to Employ My Attorney

My Agent may employ the attorney who prepared this power of attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

Waive any and all conflicts of interest that might arise through such employment;

Authorize the attorney to make full disclosure of my estate plan and business to the Agent; and

Authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Agent

My Agent shall be eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Reimbursement for Expenses and Compensation

My Agent may pay himself or herself from my assets, fair and reasonable compensation authorized by law for services performed under this power of attorney and, in addition, my Agent may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

Section 7.07 Liability of Agent

I release and discharge any Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Agent.

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Section 7.08 Amendment and Revocation

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Section 7.09 Resignation

My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

Section 7.10 Signature of Agent

Agent shall use the following form when signing documents on my behalf pursuant to this power:

ALEXANDRIA ANNE PATTERSON by HENRY C. DRIESSEN, her attorney-in-fact

Section 7.11 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under the laws of state of South Carolina. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Agent.

Section 7.12 Use of "Agent" Nomenclature

The word "Agent" and any modifying or equivalent word or substituted pronoun includes the singular and the plural and the masculine, feminine and neuter genders.

Section 7.13 Third Party Reliance

No person who relies in good faith on the authority of my Agent under this power of attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent that:

The authority granted to my Agent under this power of attorney is in effect;

My Agent's actions are within the scope of my Agent's authority under this power of attorney;

I was competent when I executed this power of attorney;

I have not revoked this power of attorney; and

My Agent is currently serving as my Agent.

Section 7.14 Effect of Duplicate Originals or Copies

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies of this power of attorney and each photocopy will have the same force and effect as the original.

Section 7.15 Governing Law

This power of attorney's validity and interpretation will be governed by the laws of State of South Carolina. To the extent permitted by law, this power of attorney is applicable to all my property, whether real,

AAP Initial

personal, intangible or mixed, wherever located, and whether or not the property is owned by me now or in the future.

Section 7.16 Severability

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight
Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained to me the following:

The power of attorney provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property.

The powers will exist for an indefinite period of time unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.

This Durable Power of Attorney will continue to exist notwithstanding my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: 3/7/07

Alexandria Anne Patterson
ALEXANDRIA ANNE PATTERSON, Principal

AAA
Initial

Witness Attestation

The foregoing durable power of attorney was, on the day and year written above, published and declared by ALEXANDRIA ANNE PATTERSON, in our presence to be his/her power of attorney. We, in his/her presence and at his/her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this instrument, ALEXANDRIA ANNE PATTERSON was, according to our best knowledge and belief, of sound mind and memory "and under no undue duress or constraint."

Witness One:

Heleen Cilli

Heleen Cilli

Witness Two:

Debra A. Criddle

Debra A. Criddle

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

We, Heleen Cilli and Debra Criddle, the witnesses, whose names are signed to the foregoing instrument, having been sworn, signed, acknowledged and declared to the undersigned officer that the principal, in the presence of witnesses, signed the instrument as his/her power of attorney as principal and that each of the witnesses, in the presence of the principal, and in the presence of each other, signed the power of attorney as a witness.

Witness my hand and official seal this 17th day of March, 2007.

[SEAL]

Debra A. Criddle

Notary Public for South Carolina

My commission expires: 8/7/11

AAP
Initial

Town of Hilton Head Island
Community Development Department
One Town Center Court
Hilton Head Island, SC 29928
Phone: 843-341-4757 Fax: 843-842-8908
www.hiltonheadislandsc.gov

FOR OFFICIAL USE ONLY
Date Received: 9/21/11
App. #: ZMA 110002

AFFIDAVIT OF OWNERSHIP AND HOLD HARMLESS PERMISSION TO ENTER PROPERTY

The undersigned being duly sworn and upon oath states as follows:

1. I am the current owner of the property which is the subject of this application.
2. I hereby authorize the Town of Hilton Head Island to act as my agent for this application only.
3. All statements contained in this application have been prepared by me or my agents and are true and correct to the best of my knowledge.
4. The application is being submitted with my knowledge and consent.
5. Owner grants the Town, its employees, agents, engineers, contractors or other representatives the right to enter upon Owner's real property, located at 32 Marshland Road, R511 008 000 0410 0000 for the purpose of application review, for the limited time necessary to complete that purpose.
6. Owner agrees to hold the Town harmless for any loss or damage to persons or property occurring on the private property during the Town's entry upon the property, unless the loss or damage is the result of the sole negligence of the Town.
7. Non-responsiveness to a Town information request for sixty (60) or more days shall be cause to cancel the application(s) without refund of fees.

Print Name: Henry Duessel Address: 10 Alex Patterson Dr

Signature: [signature] Date: 9/21/2011 Phone Number: 684-3914

State of SC County of Beaufort

Sworn and subscribed before me this 21st day of Sept, 2011

Name of Notary (print) Donna T. Horsman

Signature of Notary [signature]

Commission Expires 9/25/18

ZMA110002 Marshland Road Rezoning
Attachment E

MEMORANDUM

TO: Town Council

FROM: Public Safety Committee

RE: Request for Town Council to Direct Town Manager to Draft an Ordinance to Regulate Towing From Private Property Within the Town of Hilton Head Island and the Storage Fees for Vehicles Towed

DATE: October 5, 2011

Recommendation: The Public Safety Committee met on August 1, 2011 and unanimously voted to recommend that Town Council consider the issue of whether the Town should regulate nonconsensual towing from private property within the Town and their storage fees. If the Town Council determines that the Town should regulate nonconsensual towing from private property within the Town, and the accompanying storage fees, then Council should request the Town Manager to draft an ordinance to accomplish this.

Summary: On June 13, 2011 Beaufort County adopted an ordinance regulating towing from private property in Beaufort County. It also capped storage fees for these types of towed vehicles.

Background: The County adopted this ordinance in response to an incident which resulted in the loss of life and occurred in the Edgefield neighborhood near Bluffton on Christmas Eve 2010. The Public Safety Committee is also aware of incidents wherein companies have charged fees of up to $350.00 to tow vehicles from within the Town.

2011/

BEAUFORT COUNTY ORDINANCE FOR REGULATION OF TOWING FROM PRIVATE PROPERTY IN BEAUFORT COUNTY

ARTICLE IV. TOWING AND WRECKER SERVICES

Sec. 70-70. Purpose.

The purpose of this article is to provide adequate control over wrecker service operations within the unincorporated private property sections of Beaufort County to ensure:

(1) The general health, safety and welfare of the public.
(2) That wrecker services are conducted in such a manner that is fair and equitable, which mutually protect the interests of residents of and visitors to Beaufort County.

Sec. 70-71. Definitions.

The following words or phrases, as used in this article, shall have the following respective meanings as set out in this section, unless a different meaning clearly appears from the context:

After normal business hours, with the exception of the wrecker service rotation program, means between the hours of 5:00 p.m. and 9:00 a.m., weekends, and state and national holidays, or those days and hours other than during which towing is made available by the wrecker business, whichever period is shorter. For purposes of the wrecker service rotation program, "after normal business hours" means between the hours of 5:30 p.m. and 9:00 a.m. seven (7) days a week.

Motor vehicle means any motorized device in, upon, or by which any person or property is, or may be transported or drawn upon any public highway, public right-of-way or public or private property. Motor vehicle shall not include any device propelled solely by human power to which is used exclusively upon stationary rails or tracks.

Operator/attendant means the person driving the wrecker or any person assisting with the operation of the wrecker or storage lot.

Operating zone shall mean the geographic limits of areas of Beaufort County, which are unincorporated within which a wrecker or towing service must meet criteria set forth herein to qualify to operate within that geographic area.

Owner means any person owning or having any financial interest in a wrecker business licensed by the county.

Wrecker means any vehicle built and equipped for the purpose of towing, lifting, pulling or otherwise transferring motor vehicles from place to place including, but not limited to, those vehicles that are commonly referred to as "roll-back" or "flatbed" type tow trucks.

Sec. 70-72. Business license required.

Business license. No person or business shall engage in the business of recovering, towing, removing and storing of vehicles from within unincorporated sections of Beaufort County without first obtaining a county business license by filing an application, upon a form provided by the county, with the county business license office, together with paying the appropriate license fee as set forth in this Code. Attached to the application shall be the following information:

(1) *Business identity*: Indicate whether a sole-proprietorship, partnership or corporation. List all individuals or entities having a financial interest in the company including names, addresses and telephone numbers. If the business was in operation prior to application, provide the number of years in operation and each individual's or entity's years of affiliation or ownership.

(2) *Business location*: Provide the street location, mailing address and telephone number of the wrecker service's primary business location and the hours of operation.

(3) *Storage lot*: Provide the street location, address and telephone number of the wrecker service's storage lot and hours of operation. The capacity of storage shall be indicated together with the method employed to screen the stored motor vehicles from public view as well as security measures employed.

(4) *Records and other services*: List all procedures and attach copies of forms used to keep records and any auxiliary services which will ensure delivery of a high level of service to the public.

(5) *Vehicle identification*: Provide the year, make, model, vehicle identification number, gross vehicle weight class, type and South Carolina license plate number for each vehicle to be used in the towing company's business.

(6) *Liability insurance*: Provide proof of automobile liability insurance in full compliance with South Carolina financial responsibility laws.

An Owner under this article shall procure and keep in full force and effect a policy of liability and property damage insurance issued by a casualty insurance company authorized to do business in South Carolina.

Sec. 70-73. Special requirements.

(a) Each wrecker shall display the owner or company name and business telephone number in at minimum two-inch high letters on both vehicle doors. Temporary lettering, magnetic or otherwise, is strictly prohibited.

(b) Each wrecker shall display a current South Carolina license plate to the extent required by South Carolina law.

(c) Every operator shall have the appropriate level of driver's license for the vehicle that is being operated.

(d) Each wrecker business which stores towed vehicles shall have a storage lot in close proximity to its principal place of business. It shall be the responsibility of the wrecker company for ensuring that stored vehicles and their contents are kept safe from pilferage and theft.

(e) The tow truck company will permit the owner of personal property located within, but not attached to, the vehicle a one-time removal of such personal property from the vehicle without charge and without regard to any towing or storage charge owed on the vehicle. A reasonable timeframe shall be given of at least one hour to the tow truck company for removal of emergency items such as medicine or life affecting items. If the tow truck company has removed personal property from the vehicle, it will return it to the vehicle owner when requested without charge and without regard to any towing or storage charge owed on the vehicle. Should the tow truck operator or storage lot attendant have reasonable belief that such requested property constitutes contraband or other item(s), possession of which is unlawful, notification will be given to the appropriate law enforcement agency prior to release of the property.

(f) Any loss, cost, damage or other expense occasioned by negligence of the wrecker company shall be the sole and entire responsibility of the wrecker company and not the county. All and total liability shall be upon the towing company from initial hook-up to a vehicle until release of said vehicle.

Sec. 70-74. Booting.

No booting will be allowed under the terms of this Ordinance.

Sec. 70-75. Property Owner's Associations.

No property owners' association rules or private covenants filed in the Beaufort County Register of Deeds Office will apply to any private roads in a subdivision, which has been dedicated under appropriate legal requirements to authorize state or county law enforcement to enforce traffic statutes under Title 56 of the Code of Laws of South Carolina 1976, as amended.

Sec. 70-76. Non-consensual towing from private property.

(a) It shall be unlawful to remove any motor vehicle from private property without authorization from the owner of the motor vehicle, the county, or authorized law enforcement agencies, except under the following circumstances:

(1) The property owner has proprietary ownership and discretion as to who is authorized to be on said property; and

(2) If the property owner is a commercial entity or other like entity which has shared parking spaces, the following conditions have been met:

a. The property owner, or designated manager, has posted the property with signs clearly stating that parking is prohibited or restricted;

b. The posted signs were in place and clearly visible and legible to any driver approaching the property where parking is prohibited or restricted at the time the vehicle was parked; and

c. The posted signs contain a clear warning that violators' vehicles will be towed, at the vehicle owner's expense, and contain the telephone number to call to obtain release of the towed vehicle.

(b) If a vehicle has been requested to be towed from private property where security is maintained, security shall be required to accompany the towing company to the vehicle requested to be towed and remain until the vehicle has been removed from the property.

(c) The owner of the vehicle towed from private property shall be responsible for paying all applicable towing and storage charges provided that the private property owner has complied with all of the requirements contained in subsection (a) above. If a vehicle is towed as a result of a property owner's request and the property owner has not complied with the requirements of subsection (a) above, or if the vehicle towed is shown to have been legally parked, the property owner shall be guilty of a misdemeanor and may, in the discretion of the county magistrate as provided in S.C. Code, Section 14-25-75, be required to reimburse the owner of the vehicle for all towing and storage charges which the owner of the vehicle paid.

(d) (1) A wrecker service and private property owner may enter into a written agreement authorizing towing from that property, which agreement shall be filed with the Beaufort County Sheriff's Office. Before towing a vehicle from private property without authorization from the vehicle owner, the wrecker service operator shall obtain from the property owner, or designated manager, a written authorization which shall set forth the name and signature of the property owner or his/her agent or a statement that the tow occurred pursuant to an agreement filed with the Beaufort County Sheriff's Office, the address from which the motor

vehicle is being towed, the reason for the removal, and the year, make, model vehicle identification number, state and license plate number of the motor vehicle being towed.

(2) These authorization forms shall be provided by each wrecker service providing such towing services and will be kept on file by the wrecker service for inspection by the county for not less than three (3) years.

(3) In addition, any wrecker service removing a motor vehicle from private property without the consent of the owner of the vehicle shall, within One (1) hour of its removal, telephone the Beaufort County Sheriff to verbally report the tow by providing the information on the authorization form as well as the location where the motor vehicle may be claimed by its owner.

(e) At any time a vehicle is towed without the authorization of the vehicle owner or person lawfully in possession of the vehicle (hereinafter the "vehicle owner"), the fee schedule herein shall be the maximum to be charged by any wrecker operator or company and no other fees or charges of any kind shall be required to be paid by the vehicle owner in order to recover the vehicle.

(f) No wrecker service operator shall tow a vehicle from private property without the consent of the vehicle owner unless the wrecker service shall have an operator/attendant on call at all times other than after normal business hours capable of responding to requests for release of the vehicle. The operator/attendant will be capable of and will respond to a request for release of a vehicle within forty-five (45) minutes of being called during any of these times, and shall release the vehicle upon payment of the fee as set forth in the fee schedule herein, and upon proper identification, unless the operator/attendant has reasonable belief that operation of the vehicle will be in violation of the law and in that instance will notify the appropriate law enforcement agency prior to release of the vehicle. No other fees or charges may be required, and no fees or charges shall be assessed or accrued after forty-five (45) minutes from the request for release of a vehicle.

(g) Each wrecker business shall have posted at its storage lot and at its principal place of business signs clearly indicating the procedure for release of vehicles, including the on-call number for release of vehicles, such posted signs to be in place and clearly visible and legible to any driver approaching the storage lot or place of business.

(h) If a vehicle owner returns to reclaim his or her vehicle while the tow truck is on the scene but before the vehicle is physically connected to the tow truck, the tow truck operator may charge no more than Seventy-five Dollars ($75.00) to release the vehicle. If the owner refuses or is unable to pay, the vehicle may be towed.

(i) If the vehicle is connected to the tow truck when the vehicle owner returns to reclaim the vehicle, the tow truck operator shall disconnect the vehicle and return it to the

vehicle owner without further charge upon payment of One Hundred Dollars ($100.00). If the owner refuses to or is unable to pay, the vehicle may be towed.

Sec. 70-77. Maximum towing charges.

(a) The attached (Appendix A) schedule of fees shall be adhered to in establishing the maximum that can be charged for a tow, except as otherwise provided by an authorized governmental agency having competent jurisdiction, and except when the owner/operator of a towed vehicle makes special arrangements with a wrecker service of his/her own choosing. These fees may be exclusive or cumulative in nature dependent upon the circumstances involved in the call for service.

(b) The schedule of fees shall be reviewed by the Beaufort County Governmental Committee, upon recommendation of the committee, the director of the division of public safety, or the program administrator. Adjustment of fees may be accomplished by simple resolution of County Council after public review in the event of any significant change in economic conditions affecting the towing industry, e.g., cost of fuel.

(c) Storage fees will not begin until twelve (12) hours after the motor vehicle has entered into the business' storage lot. Thereafter, storage fees shall accrue on a per day basis for any one (1) day or portion thereof.

(d) All entities engaged in a towing business shall adopt a fair business model which only utilizes and charges for the services and/or equipment necessary to accomplish the task under consideration. Those businesses that are found to unnecessarily utilize equipment in such a manner as to exaggerate towing charges will be found to be in violation of this article.

(e) Each business engaged in non-consensual (without the prior consent or authorization of the owner or operator of the vehicle) or wrecker service rotation program towing will post, in a prominent place, a placard which references this section and clearly identifies the current schedule of fees. Said placard will be no less than twelve (12) by eighteen (18) inches and clearly visible to vehicle owners who will be paying a towing bill.

(f) Each vehicle owner will be given an itemized invoice or receipt for the bill they have paid which details all charges that have been applied to the bill.

Sec. 70-78. Emergencies or special events.

Whenever the county determines that a state of emergency exists in Beaufort County, or during special events so designated by the county, the county administrator may request that all wrecker services engage in the towing of vehicles deemed as interfering with efforts to deal with the emergency or special event. Towing charges incurred during such times shall be in accordance with the established towing fee schedule and such charges shall remain the responsibility of the towed vehicle's owner.

Sec. 70-79. Penalties.

Unless otherwise provided herein, violation of any of the provisions of this article is a misdemeanor punishable in a court of competent jurisdiction of a fine of One Hundred Dollars ($100) or thirty (30) days in jail.

Appendix A. Schedule of Fees

TABLE INSET:

Description	Fee
Carrier	$200.00
Light-medium wrecker	$200.00
No-tow (arrival only)	$75.00
No-tow (attached)	$100.00
Tow exceeding one hour	$125.00 per hr.
Storage (per day) (after first 24 hours)	$40.00

Adopted this _____ day of _____, 2011.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

_____
Ladson F. Howell, Staff Attorney

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading: May 9, 2011
Second Reading: May 23, 2011
Public Hearing:
Third and Final Reading:

TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, *Town Manager*
VIA: Teri Lewis, AICP, *LMO Official*
FROM: Nicole Dixon, CFM, *Senior Planner*
CC: Charles Cousins, AICP, *Director of Community Development*
DATE October 17, 2011
SUBJECT: Proposed Island Recreation Center/Aquatics Facility Expansion / SHARE Senior Center Relocation – Master Plan Presentation

Recommendation: Staff recommends that Town Council endorse the findings and recommendations provided in the Master Plan prepared by Lee & Parker Architects, in a joint-venture with The FWA Group and Mission Resources Group, regarding the proposed Island Recreation Center / Aquatics Facility expansion and SHARE Senior Center relocation.

Specifically, staff is asking that Town Council:

- Accept the Master Plan
- Endorse all or portions of the consultant's findings
- Direct staff to incorporate that endorsement into the proposed Fiscal Year 2013 CIP budget
- Separate out the SHARE Senior Center relocation from the Recreation Center project and include it as a separate line item in the proposed Fiscal Year 2013 CIP budget

At the October 4, 2011 meeting of the Public Facilities Committee, the committee voted to forward the project to Town Council for their consideration.

At the October 13, 2011 meeting of the Parks & Recreation Commission, the commission voted to move the Master Plan as presented up to Town Council.

Summary: At the February 1, 2011 Town Council meeting, Council voted to approve the elements identified in the Feasibility Study prepared by Lee & Parker Architects, for the proposed Island Recreation Center/Aquatics Facility/SHARE Senior Center expansion project, with the following conditions recommended by staff:

- Change the competitive pool construction to be built in Phase 1 instead of Phase 3 to allow no down time for swimming teams;
- The SHARE Senior Center be located in an existing shopping center;
- Give direction to staff to move forward with working with our consultant to prepare a Master Plan, to include but not be limited to:
    - Create an itemized list detailing what steps are required for each phase in order to be able to apply for all required development and building permits;
    - Create a construction time frame for each phase;
    - Create a cost estimate per facility for each phase;
    - Provide additional cost estimates for designing and constructing the building using "green"/LEED options and for constructing the building to be able to use for disaster recovery situations;
    - Direct Town's Finance staff and the consultants work with the Island Recreation Center to further refine the proposed revenues and cost estimates related to the designated phasing.

Town Council directed staff to proceed with Phase 2 of the proposed project, which was to work with our consultants to prepare the Master Plan.

The following attachments are included for your review:

- Powerpoint Presentation Slides
- Design & Financial Analysis
- Proposed Phasing Plan
- SHARE Senior Center generic plan
- Assumptions & General Comments
- Costs Analysis
- Letter from Beaufort County School District

Background: Town Council's Policy Agenda for 2011 has Evaluating the Feasibility Study for the Recreation Center Expansion listed as a top priority. Town Council's Policy Agenda for 2010 had Recreational Center & Aquatics Facilities Direction listed as a high priority. Town Council's Policy Agenda for 2009 had Recreational Center & Aquatics Facilities Direction listed as a moderate priority. In June, 2009, Town Council approved a budget which included $95,000 in the CIP to fund a process to determine what direction the Town should take in addressing requests for an aquatics center and enhancements to the current recreation center. An additional $200,000 for design of the project was approved in the 2012 CIP budget.

The need for additional swimming pools and enhancing the existing recreation center has been a topic of discussion for many years. As part of this latest effort, a recreational needs survey was conducted in 2008 and a potential site plan was developed to address needs identified in the survey.
At several meetings held in 2008 and 2009, the Parks and Recreation Commission, the Public Facilities Committee and Town Council accepted the findings of the survey results and identified the following elements that should be included as part of the proposed enhancements to the recreation center:

- A second gym the same size as the current space
- Senior meeting/social and general multi-purpose space (total 4,500 sq. ft.)
- 10 lanes 25 yards swimming lap pool with warm water tank
- Splash pad for Children
- Support elements such as locker rooms and storage

At the November 17, 2009 Town Council meeting, the council voted to approve funding for a feasibility study. Town Council also directed staff to have an analysis done as part of this study to determine whether the SHARE Senior Center should occupy vacant commercial space elsewhere on the Island or be combined with the Recreation Center expansion. Staff hired a consultant team, Lee & Parker Architects, The FWA Group and The Mission Resources Group, to conduct the feasibility study and business plan detailing the financial implications involved with the proposed project.

At the January 4, 2011 meeting of the Public Facilities Committee, the committee voted to recommend that Town Council endorse the findings and recommendations provided in the Feasibility Study. At the January 13, 2011 meeting of the Parks & Recreation Commission, the commission voted to recommend conceptual approval of the Feasibility Study to Town Council. Some of the concerns voiced at the meeting were: the importance of a splash pad for children because it will be a revenue generator and will draw families to the facility; the drawback for leasing space for the SHARE Senior Center because the Town doesn't own it and it is not expandable; and the importance of getting the SHARE Senior Center into new space now as the space they are in currently is inadequate and not appealing to the public.

Island Recreation Center & SHARE Senior Center Enhancement/Expansion Planning Phase II

September 23, 2011

Lee & Parker Architects in association with
The FWA Group & Mission Resources Group

Island Recreation Center & SHARE Senior Center

Approach & Scope

The Island Recreation / Aquatic facility and the SHARE Center have been treated as separate projects.

<u>Recreation Center & Aquatic Facility:</u>

1. **Refined the phasing plan using the public and staff comments from our initial feasibility study, Important to this was:**

- That the facilities needed to stay in operation and be safe during the construction
- That committing to one phase did not commit you to do any of the subsequent phases

2. **Using the refined plan:**

- Verify LMO compliance including parking counts
- Established construction times for each phase
- Using historical data and an aquatic facility consultant developed construction costs per facility and phase including a percentage premium for building to a LEED silver standard

3. **Working with town finance and island recreation staff updated revenue and cost estimates related to the refined phasing including:**

- Alternative capital sources for facility construction

Island Recreation Center & SHARE Senior Center

Approach & Scope

Share Center:

1. Revisited available building stock in the identified desirable areas using the public and staff comments from our initial feasibility study.

- It became apparent that it was impractical to look at a specific lease space because of the project timeline.

2. Upon staff recommendation a generic lease space was used :

- Established construction time and cost including a percentage premium for renovating to a LEED silver standard.

3. Working with town finance and SHARE staff refined revenues and cost estimates related to the project including:

- Identify and quantify possible alternative capital sources for facility construction

4. The finance study indicated that ownership of the SHARE facility had inherent benefits so we expanded our study to include:

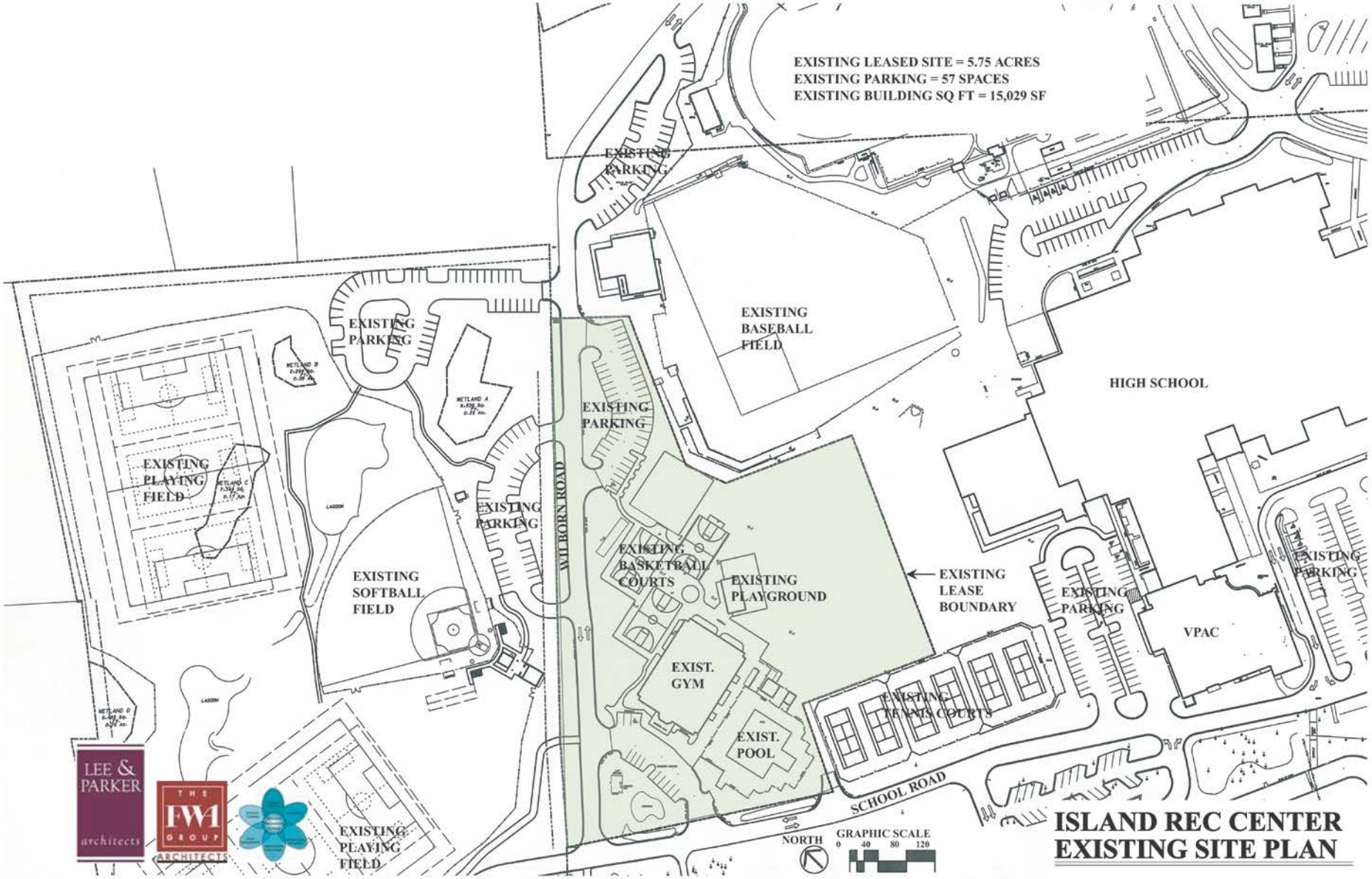
- Buy and renovate
- Buy severely distressed property demolish and build new
- New construction on town owned land

Island Recreation Center & Aquatic Facility

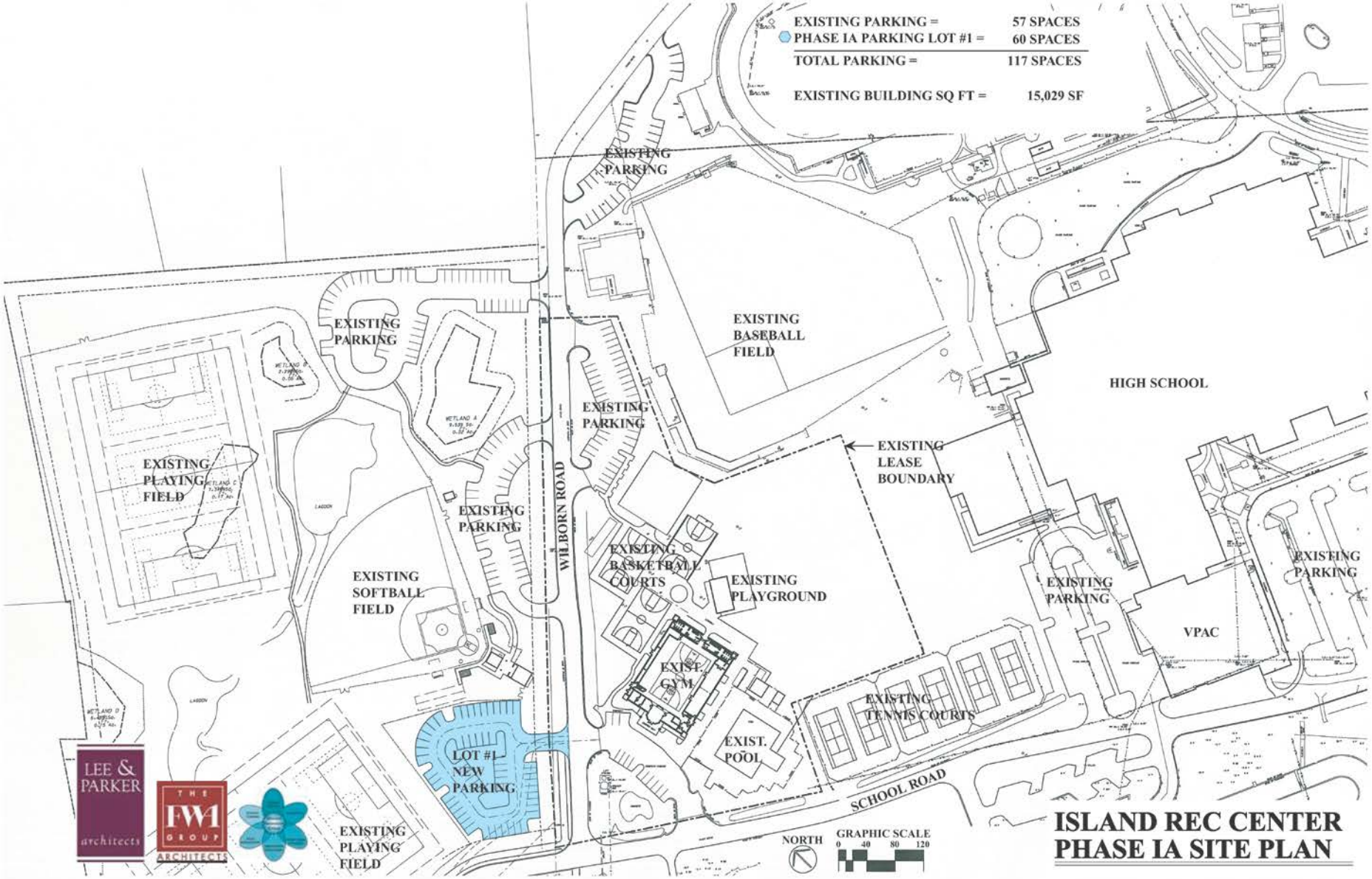
Enhancement / Expansion

LEE & PARKER architects

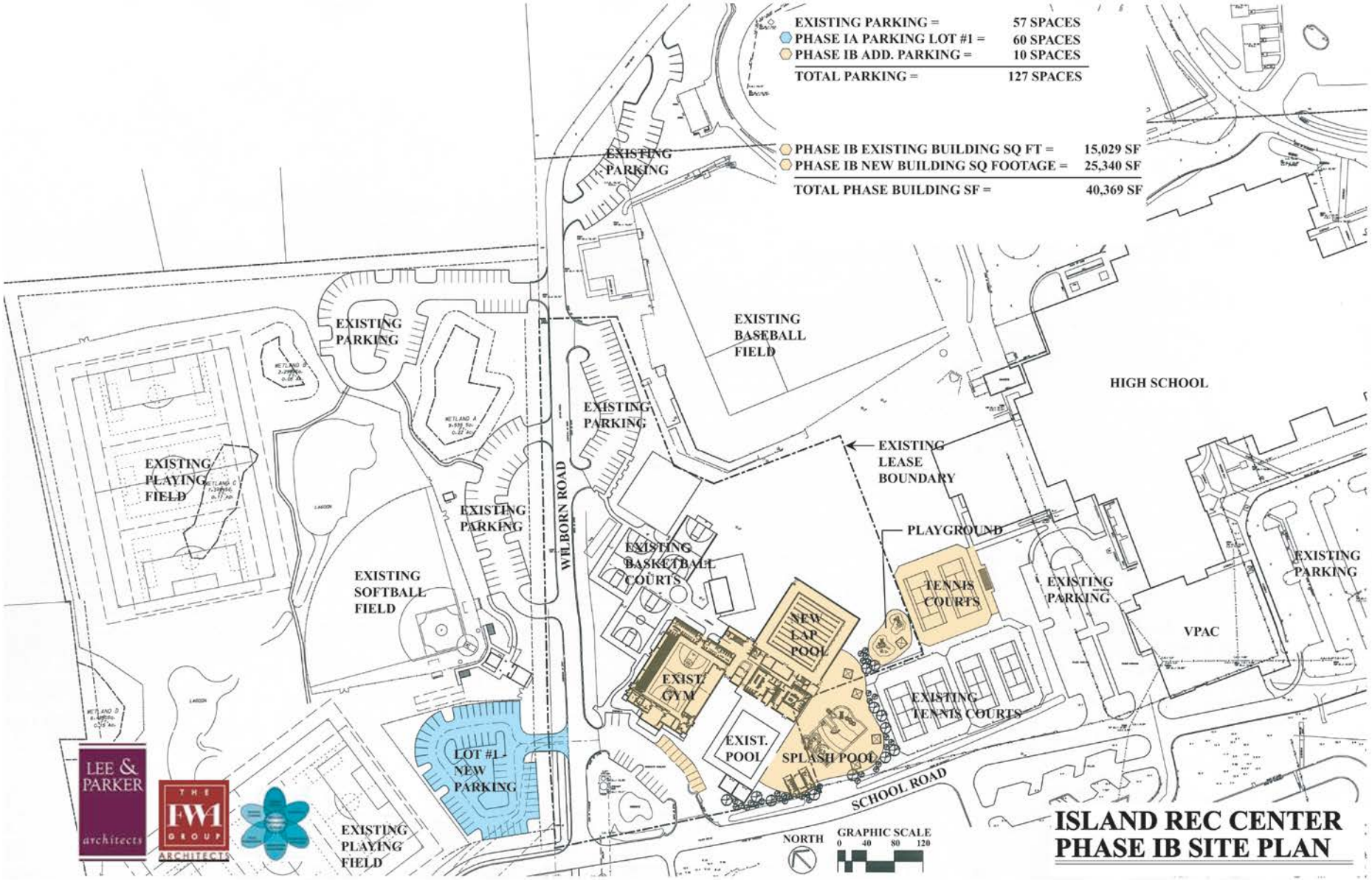
THE FWA GROUP ARCHITECTS



ISLAND REC CENTER
EXISTING SITE PLAN



ISLAND REC CENTER PHASE IA SITE PLAN



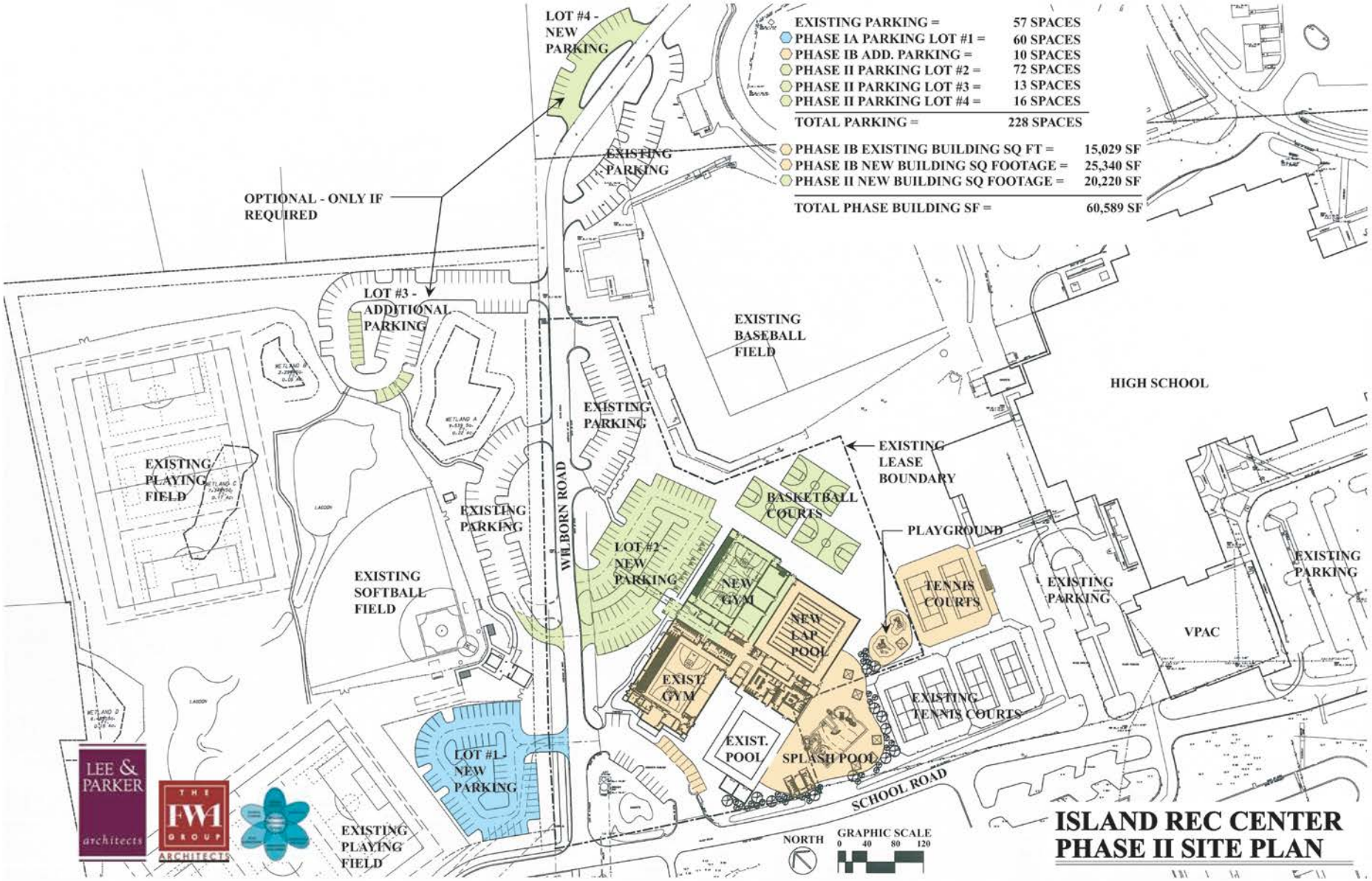
ISLAND REC CENTER
PHASE IB SITE PLAN

Phase IB Site Plan – Splash Pool

LEE & PARKER architects

THE FWA GROUP ARCHITECTS

IslandRec. We Build Community

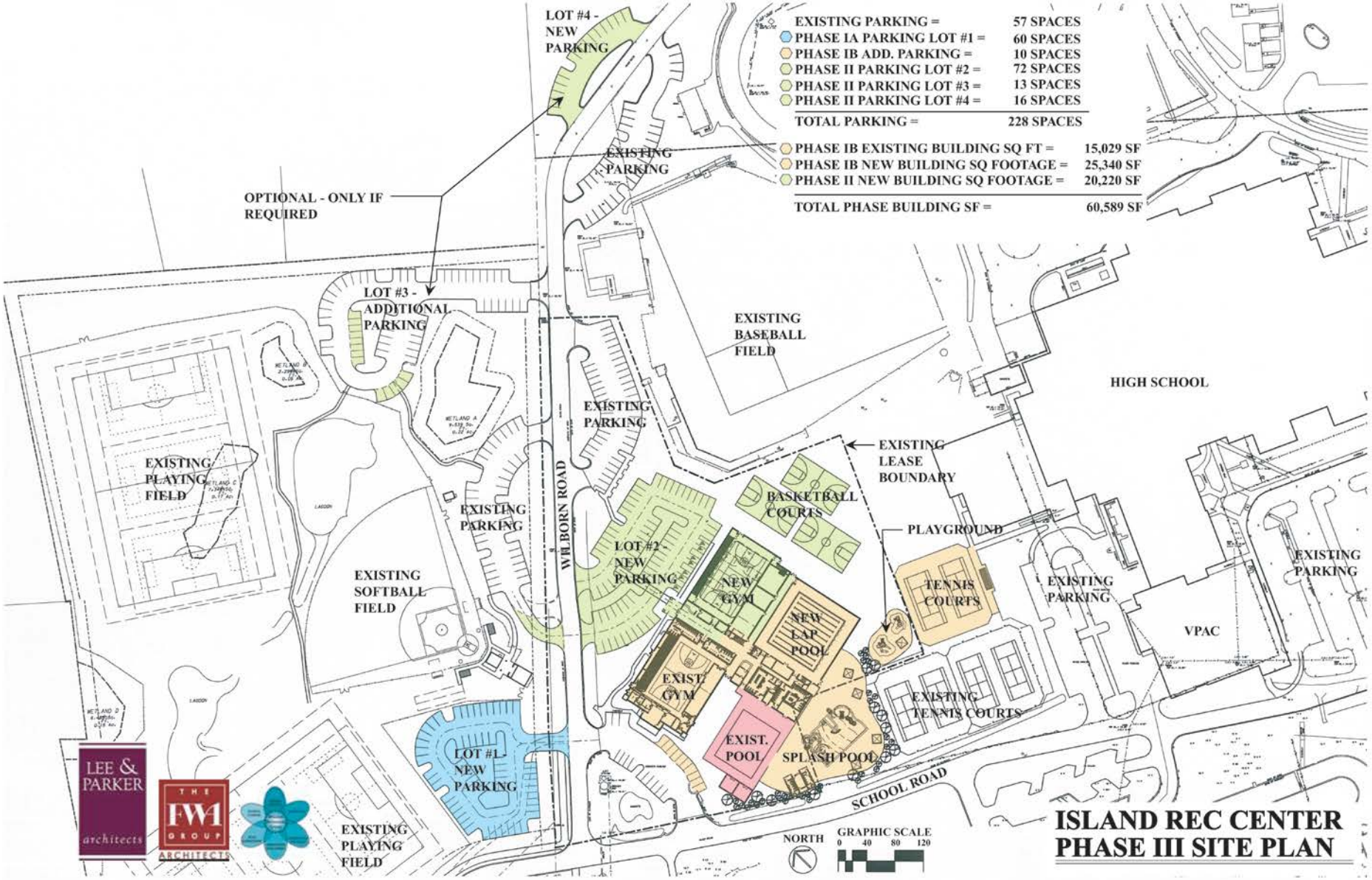

EXISTING PARKING = 57 SPACES
PHASE IA PARKING LOT #1 = 60 SPACES
PHASE IB ADD. PARKING = 10 SPACES
PHASE II PARKING LOT #2 = 72 SPACES
PHASE II PARKING LOT #3 = 13 SPACES
PHASE II PARKING LOT #4 = 16 SPACES
TOTAL PARKING = 228 SPACES
PHASE IB EXISTING BUILDING SQ FT = 15,029 SF
PHASE IB NEW BUILDING SQ FOOTAGE = 25,340 SF
PHASE II NEW BUILDING SQ FOOTAGE = 20,220 SF
TOTAL PHASE BUILDING SF = 60,589 SF
LOT #4 - NEW PARKING
EXISTING PARKING
OPTIONAL - ONLY IF REQUIRED
LOT #3 - ADDITIONAL PARKING
EXISTING BASEBALL FIELD
HIGH SCHOOL
EXISTING PARKING
EXISTING LEASE BOUNDARY
EXISTING PLAYING FIELD
EXISTING PARKING
BASKETBALL COURTS
PLAYGROUND
WILBORN ROAD
LOT #2 - NEW PARKING
NEW GYM
NEW LAP POOL
TENNIS COURTS
EXISTING PARKING
EXISTING PARKING
EXISTING SOFTBALL FIELD
VPAC
EXIST. GYM
EXISTING TENNIS COURTS
EXIST. POOL
SPLASH POOL
LOT #1 - NEW PARKING
SCHOOL ROAD
EXISTING PLAYING FIELD
NORTH
GRAPHIC SCALE
0 40 80 120
LEE & PARKER architects
THE FW1 GROUP ARCHITECTS
ISLAND REC CENTER
PHASE II SITE PLAN

Phase II – Gymnasium Running Track

LEE & PARKER architects

THE FWA GROUP ARCHITECTS

IslandRec. We Build Community



ISLAND REC CENTER PHASE III SITE PLAN

Island Recreation Center Expansion
Estimated Capital Requirements

	Total Capital Needed	Alternate Sources (10%)	Financed (90%)	Annual P&I Payments	25 Yr P&I Payments
Phase IA	$167,200	$16,720	$150,480	**$8,943**	**$223,567**
Phase IB	$6,901,290	$690,129	$6,211,161	**$369,153**	**$9,228,833**
Phase II	$4,784,428	$478,442	$4,305,985	**$254,844**	**$6,371,100**
Phase III	$447,546	$44,755	$407,741	**$24,240**	**$606,000**
Total Rec Center	**$12,300,464**	**$1,230,046**	**$11,070,417**	**$657,180**	**$16,429,500**

Assumptions
- *25 yr Gen Obligation bonds*
- *Interest at 3.4%*

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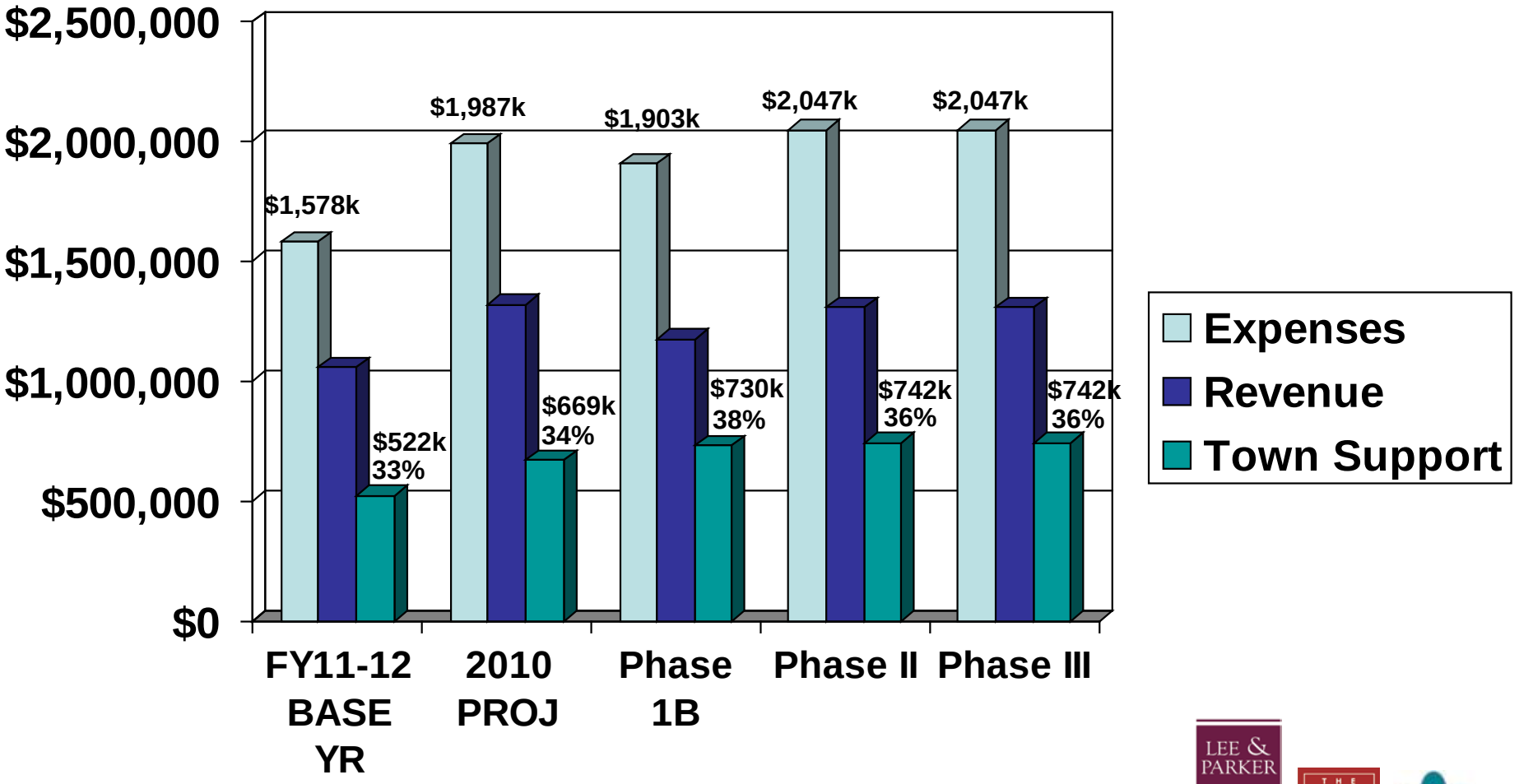
Recreation Center Operational P&L Projections*



*Does not include P&I

Recreation Center Success Factors

Utilization = Financial Success

- Facilities
- Programs
- Staff/Instructors
- Pricing
- Initial Promotion Campaign

SHARE Center

Enhancement / Expansion

Move from mostly Social to a facility that will be Social & Active

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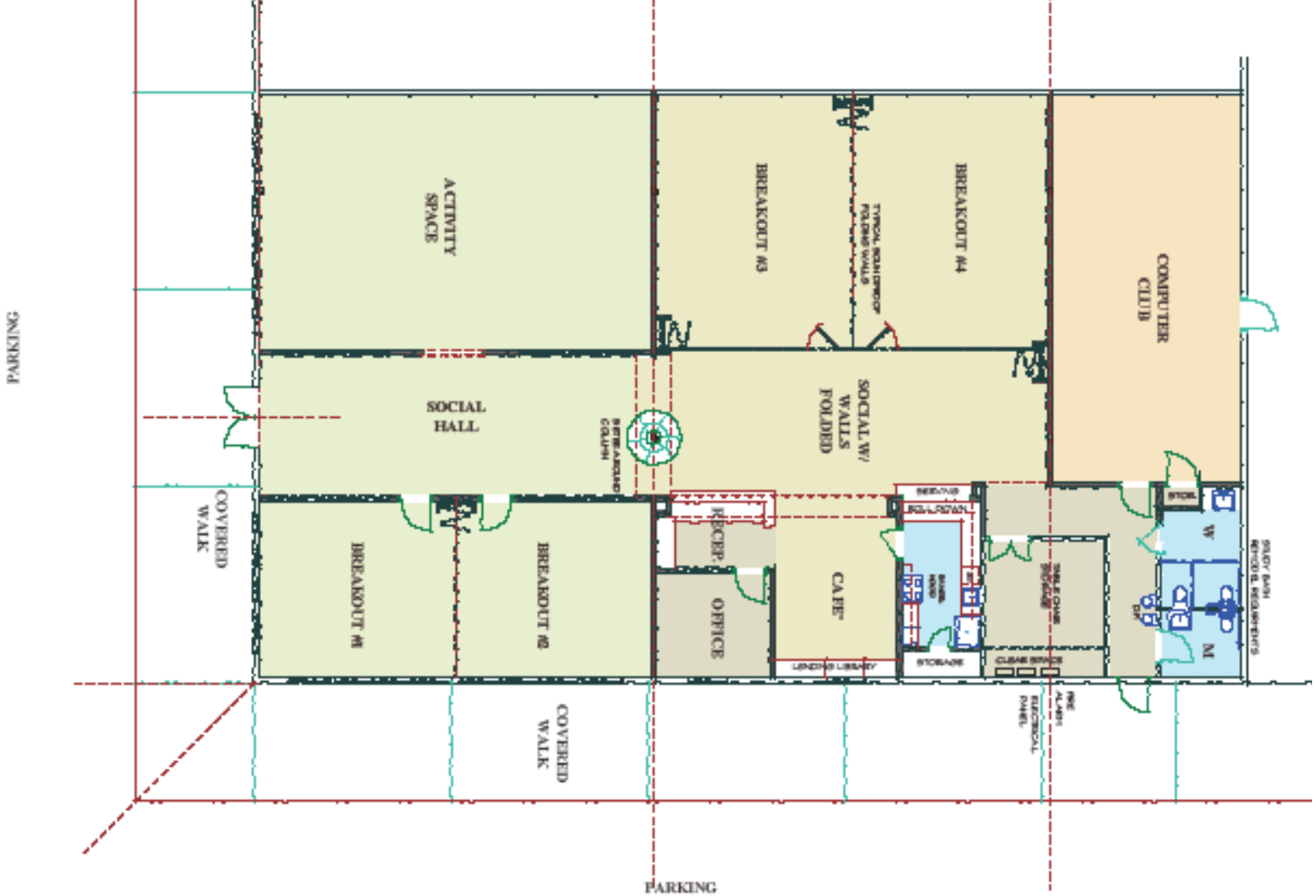

GENERIC SHARE SPACE PLAN

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SPACE OUTLINE:

* 6,000 Sq. Ft. of open space
* Convenient location
* Slab on grade for easy access
* Convenient & ample parking
* Good parking lighting
* Should have outdoor covered area
* Natural light from multiple sides
* Central circulation/socializing space
* Fitness for life active senior space

COST ESTIMATES

Assumptions: (6000 sq ft)

a. Existing type 2 sprinkled one story on grade shell
b. Minor demo w/ no re-usable interi
c. New mechanical system
d. Expanded + remodeled existing ba
e. New catering type kitchen, no cool
f. Typical commercial interior finishe grid ceiling, 2x4 lighting, painted sheetrock, floor finishes are LVT everywhere except office and computer rooms to be carpet.
g. No site work.
h. Fixtures, Furniture, & Equipent lin see costing model:

Costing model summery

a. Upfit cost estimated @:
(See schedule of values for breakdown)
*Construction: *$ 412,144.00 = 68*
*F.F.E.+ fees + contingency = $ 1
** TOTAL PROJECT = 536,433.(
b. Estimated lease @ $*16.00* NNN s

Generic lease space:
Assumptions & Pricing

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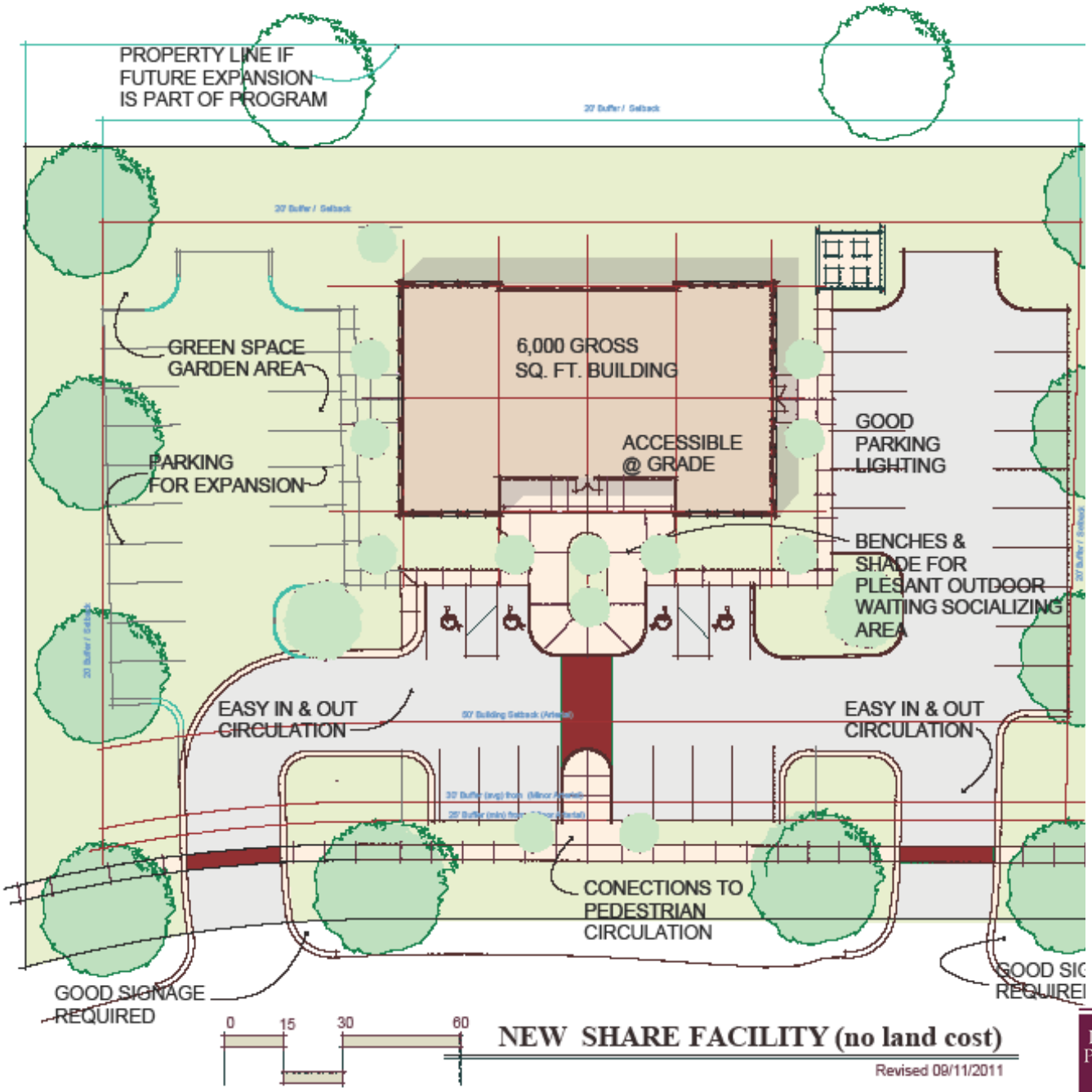

NEW SHARE FACILITY (no land cost)

Revised 09/11/2011

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SPACE OUTLINE

- Min. land = 1.00-1.25 AC
  If expandable = 1.55 + AC
- 6000`sq ft Gross Building
- 27 Spaces as per LMO Required 1 Space per 225` Gross Building Area
- 18 Additional Spaces if required - 45 total

COST ESTIMATE

- Assume land is avalible
- 6000`sq ft heated modest fit and finish @ $165.00 / sq. ft. =$990,(
- Site work estimated @ $185,0
- Site Design+ Civil Engineering @ $35,0
- Architectrual + Engineering @ $58,0
- FFE (furniture,fixtures,equipn estimated @ $82,5(
- Contingency $40,0(
- TOTAL $1,390,5

*includes general conditions + contractors fee

New on existing land:
Assumptions & Pricing

New SHARE Senior Center

Estimated Capital Requirements

Option	Total Capital Needed	Alternate Sources (10%)	Financed (90%)	Annual Lease/P&I Payments	25 Yr Lease/P&I Payments
Lease & Renovate	$536,433	$53,643	$482,790	**$142,692** *(Note 1)*	**$3,567,300** *(Note 1)*
Buy Land & Build-to-Suit	$2,100,000	$210,000	$1,890,000	**$112,332**	**$2,808,300**
Buy Building & Renovate	$1,900,000	$190,000	$1,710,000	**$101,628**	**$2,540,700**
Buy, Demolish & Build-to-Suit	$2,340,500	$234,050	$2,106,450	**$125,172**	**$3,129,300**
Town Land Build-to-Suit	$1,390,000	$139,000	$1,251,000	**$74,352**	**$1,858,800**

Assumptions
- *25 yr Gen Obligation bonds*
- *Interest at 3.4%*

Note 1	*Annual*	*25 Year*
Lease	*$114,000*	*$2,850,000*
P&I	*$ 28,692*	*717,300*

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SHARE Senior Center

Operational Expense Decision Matrix: Lease Option

	2011-12 Base Year	2010 Projection: Lease	2011 Projection: Lease/Renovate
Expenses	$129,685	$226,818	$264,995
Rent	$30,420	$72,000	$114,000
P&I*			$28,692
TOTAL*	**$160,105**	**$298,818**	**$407,687**
Revenues	$70,515	$170,214	$192,450
Town Contribution*	**$89,590**	**$128,604**	**$215,237**
% of TOTAL*	***55.9%***	***43.0%***	***52.8%***

Revenues projected for initial operational year @ 6% market share

*Does NOT match budget, because budget does NOT include P&I

SHARE Senior Center

Operational Expense Decision Matrix: All Options

	Lease & Renovate	Buy Land, Build to Suit	Buy Building & Renovate	Buy, Demolish & Build to Suit	Build on Town Land
Expenses	$264,995	$264,995	$264,995	$264,995	$264,995
Rent	$114,000				
P&I*	$28,692	$112,332	$101,628	$125,172	$74,352
TOTAL*	**$407,687**	**$367,327**	**$366,623**	**$390,167**	**$339,347**
Revenues Yr 1 (6%)	$192,450	$192,450	$192,450	$192,450	$192,450
Town Contribution*	**$ 215,237**	**$174,877**	**$174,173**	**$197,717**	**$146,897**
% of TOTAL*	***52.8%***	***47.6%***	***47.5%***	***50.7%***	***43.3%***

*Does NOT match budget, because budget does NOT include P&I

Town Savings: Build on Town Land vs. Lease
Annual: ~$68,000 25 years: ~$1,700,000

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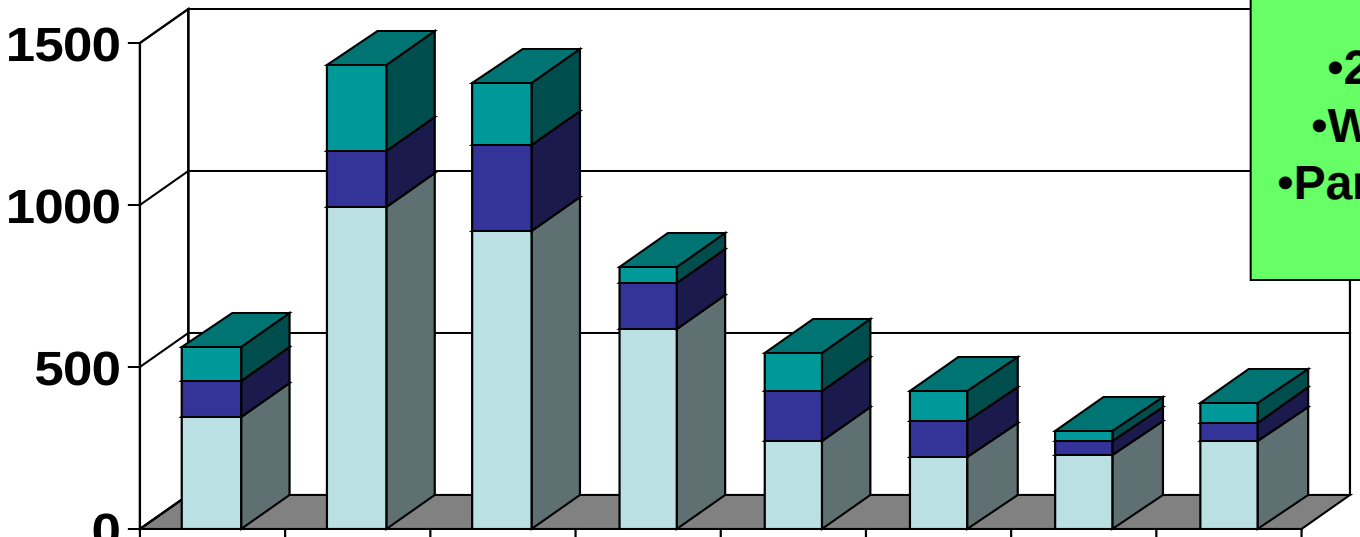
Town Should Own SHARE Center, Rather Than Lease

- Lease total cost higher than any ownership option
- Difficulty obtaining lease longer than 5 years
  - Exposure to increasing lease rates
  - Potentially have to move SHARE Center & re-renovate
- Lease probably limits expansion potential
- Lease probably inhibits capital grants
  - Community Foundation of the Lowcountry
  - PIP ($100,000 instead of potential $350,000)

SHARE Center

2011 *Visits* by Zip Code



USAGE PATTERNS
- **29928 vs. 29926**
- **Winter Residents**
- **Part Time Residents**
- **Bluffton**

	JAN*	FEB	MAR	APR	MAY	JUN	JUL	AUG	
Other	105	266	193	51	122	92	29	58	*16%*
29926	107	174	265	138	153	110	43	61	*18%*
29928	347	993	919	620	270	224	228	269	*66%*

*** 1/19-31**

Why Low 29926 Usage?

- Location Convenience
  - Myrtle Beach informal study conclusions
    - 3-4 miles maximum if suitable substitute available nearby
    - Low traffic exposure matters
  - Anecdotal HHI findings
    - Supports Myrtle Beach conclusions
    - North-enders' desire to avoid 278, Sea Pines Circle & Pope Ave.
- Availability of North Island Facilities

Conclusions re location effect on SHARE Center utilization…
•Mid-Island on 278 probably ok
• If North or South Island, better if close to Cross-Island Parkway
•If South Island, likely better if west of Sea Pines Circle

SHARE Center
Projected Membership

	2009 Pop	% Pop >50	Pop >50	MEMBERSHIP 1st Year 6% Share	9% Share	Capacity 12% Share
Mount Pleasant	66,418	27%	18,176			2,250 (Actual)
HHI	34,249	51%	17,516	**1,085***	**1,628***	**2,170***

* Projected

SHARE Center
Market Share & Financial Projections

Membership-Based Financial Model

		Initial Year	***Intermediate***	***Capacity***
Market Share **Membership**	**FY 11-12** **BASE YR**	**6%** **1,085**	**9%** **1,628**	**12%** **2,170**
Expenses* (Lease/P&I)	$160,105	$407,687	$412,912	$419,337
Revenue	$70,515 44%	$192,450 51%	$247,225 64%	$302,000 74%
Town Support	**$89,590** **56%**	**$215,237** **53%**	**$165,687** **40%**	**$117,337** **28%**

*Does NOT match budget, because budget does NOT include P&I

Expect repair & replacement expenses & CIP to increase as utilization increases

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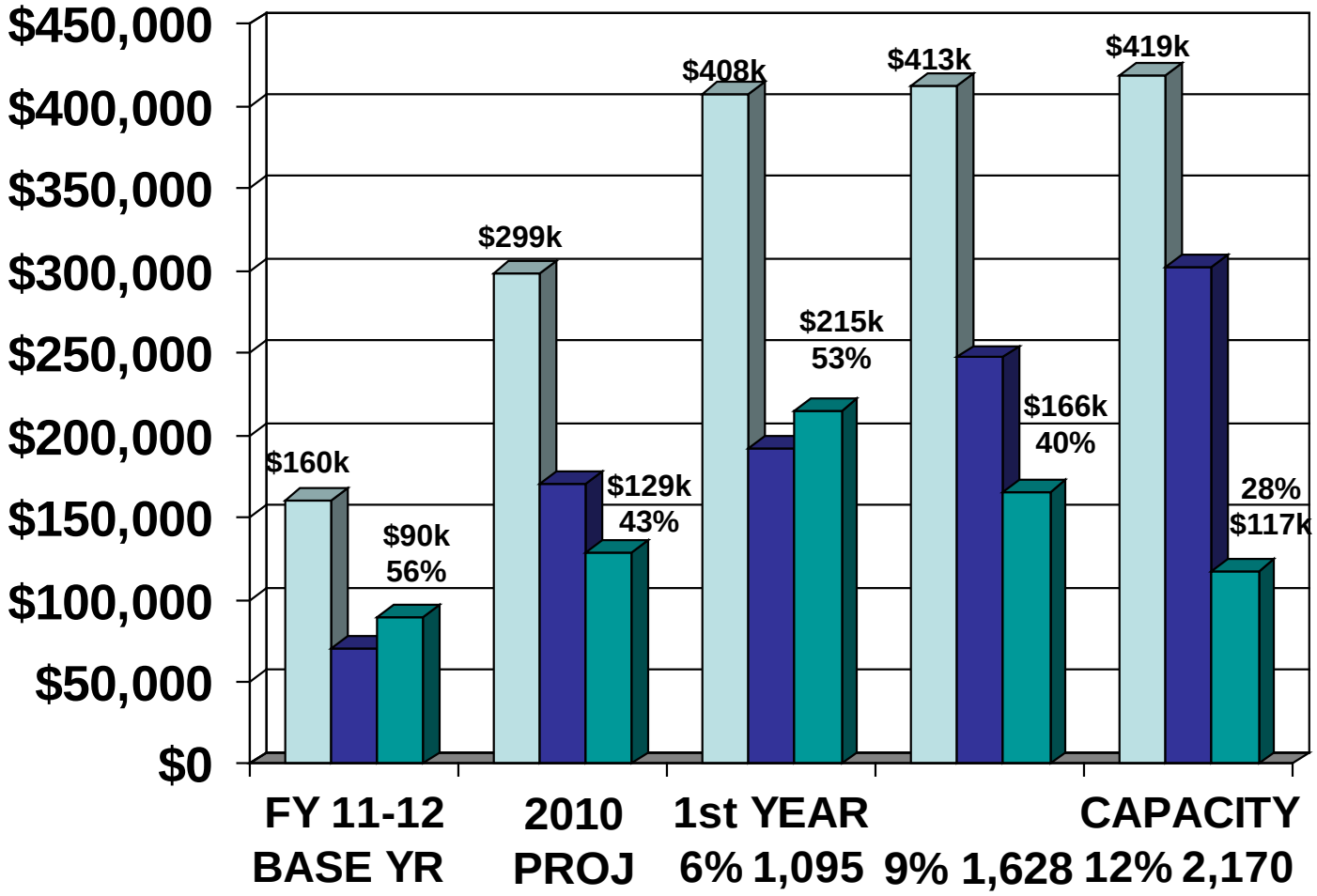
SHARE Center Operational P&L Potential

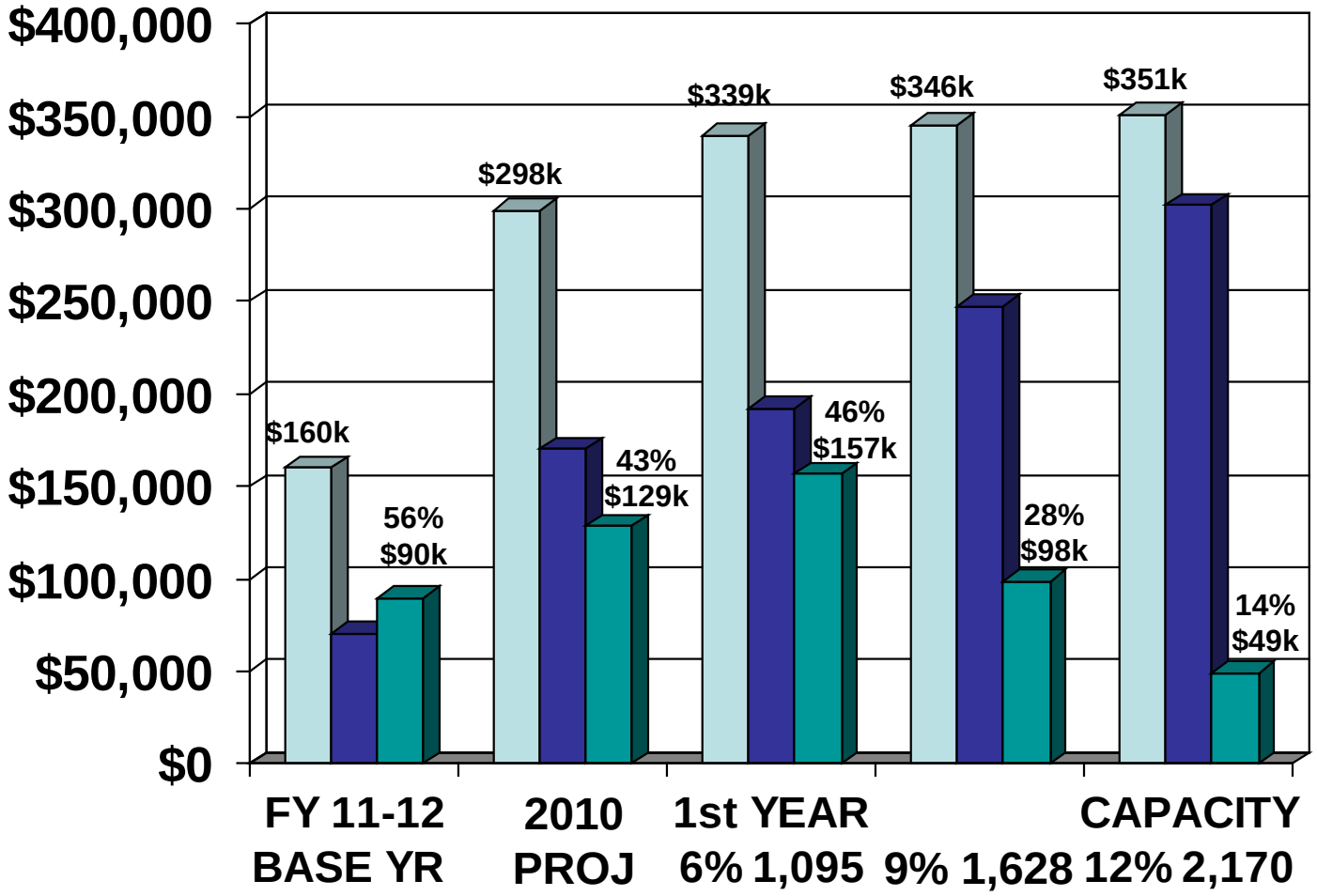
Membership-Based Revenue: Lease



Mostly fixed costs yield excellent economies of scale

SHARE Center Operational P&L Potential

Membership-Based Revenue: Build on Town Land



Mostly fixed costs yield excellent economies of scale

- Expenses
- Revenue
- Town Support

Town Savings: Build on Town Land vs. Lease
Annual: ~$68,000 25 years: ~$1,700,000

SHARE Center Success Factors

Utilization = Membership = Financial Success

- Facilities
- Equipment
- Programs
- Staff/Instructors
- Pricing
- Initial Marketing Campaign
- ***LOCATION, LOCATION, LOCATION***

Alternate Capital Sources
Potential Major Grants

- Community Foundation
  - Possible for SHARE Center & each Rec Center phase
  - Community Investment (capital) grants very competitive
  - Usually $800,000-$900,000 per year available for all requestors
  - Possibly $60,000-$75,000 per year, likely with 100% match
  - Must complete previous grants before new request
- Permanent Improvement Project (PIP)
  - Probably SHARE Center only
  - SC Lt. Governor's Office on Aging (LGOA)
  - Annual… Currently suspended, should restart 1/2012
  - $100,000 ($25,000 match) to $350,000 ($150,000 match)
- Finish Line Foundation Legacy Grant… $10,000-$70,000

Resolution by 1/31/2012
- 12/1/2011 CFL Grant
- 2/28/2012 PIP Grant

Grants ~5% of projected capital cost…
Need Capital Campaign to at least match grants

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Alternate Capital Sources
Capital Campaign

- Multi-year sustained campaign
  - Public, private & corporate gifts & donations
  - Major local service organizations
- Campaign goal over 4+ years
  - Estimate $265,000-$450,000 to match grants
  - May want higher goal
- Plan and coordinate campaign
  - Project phase funding needs & timing
  - Grant timing & match requirements
  - Avoid disturbing other fund-raising efforts

Island Recreation Center & SHARE Senior Center

Summary

- Proposed Recreation Center enhancement / expansion can be achieved on the existing recreation center site with some alterations of the existing lease agreement (between the Town and Beaufort County School District).
- The enhancement / expansion can be done in phases to facilitate funding priorities.

- Town should own the SHARE Center facility rather than lease.

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IslandRec. We Build Community

Island Recreation Center & SHARE Senior Center Enhancement/Expansion Planning Phase II

September 23, 2011

Lee & Parker Architects in association with
The FWA Group & Mission Resources Group

Island Recreation Center & SHARE Senior Center
Enhancement/Expansion Phase II
Design and Financial Analysis

OVERVIEW ON COMBINED BASIS

The Town and Recreation Association have traditionally managed the Recreation Center and the SHARE Center utilizing a budget that combines both of their facilities and programs. Based on direction from Town Staff, we have developed the analyses shown in this report treating the Recreation Center and the SHARE Center as distinct entities. For Town decision making purposes when comparing SHARE Center lease and property acquisition options, we have included Principal & Interest expense as an operational expense, even though P&I has never been included in the Recreation Center or SHARE Center operational budgets.

Because the Town traditionally has contributed approximately 35%-40% to the combined operational expense budget, we have prepared the following table to summarize the projected Town contribution as it has been traditionally shown, i.e. without including P&I. All other analyses include P&I.

This table depicts Recreation Center expenses at the completion of Phase 3 and the SHARE Center during the Initial year. The projected Town contribution remains well within the 35%-40% traditional range and is considerably lower than the maximum 50% guideline.

	2011/12 Base Yr	2010 Projection	2011 Projection
Recreation Center Expenses	$ 1,578,254	$ 1,987,407	$ 2,047,011
SHARE Center Expenses (Lease)	$ 154,890	$ 298,818	$ 378,995
TOTAL	**$ 1,733,144**	**$ 2,286,225**	**$ 2,426,000**
Town Contribution	$ 607,725	$ 797,709	$ 928,467
% of Total	**35.1%**	**34.9%**	**38.3%**

Island Recreation Center & SHARE Senior Center
Enhancement/Expansion Phase II
Design and Financial Analysis

SECTION 1: RECREATION CENTER ANALYSIS

1. Design and Phasing Considerations

In the development of the master plan for the enhancements to the existing Island Recreation Center, we focused first on determining the needs and then on how best to address those needs. As the needs were defined and the scope of the project began to present itself, the potential cost of delivering the project as a single effort became a concern. The idea of breaking the effort into smaller components (phases) was introduced during the 2010 project presentations.

This design breaks the total project into phases that will require approximately 5 years to completely accomplish. This phased approach will allow the Town to take on smaller and incremental construction efforts that address targeted needs identified in the master plan and to better allocate funds for the work now and in the future. It will also allow the Town to stop at the end of any phase to reassess the project scope or reallocate funds for other Town efforts, if circumstances or priorities change.

We designed and developed the phases based on the needs identified by the master planning effort from the most advantageous to the least, as follows:

PHASE I-A:
Parking improvements to include Parking Lot #1 and the area immediately adjacent to the Recreation Center. The work will include clearing and grubbing of wooded areas, tree removal and protection, removal of existing paving and concrete surfaces, silt fencing, sediment control, drainage and landscape improvements in preparation for new paved parking areas, concrete curbs, gutters and sidewalks.

PHASE I-B:

- Renovation of Existing Areas to include first floor offices, second floor classroom, female toilet/locker area, male toilet/locker area, a new entry area, new basketball goals, volleyball equipment and bleachers
- Competition Pool to include a new enclosed pool and pool deck, entry lobby area, reception area, office areas, male toilet/locker area, female toilet/locker area, pool equipment/storage and spectator seating area
- Outdoor Splash Pool with water play structures plus deck area, shade structures, toilets, concession and storage
- Civil/Site Improvements to include the removal, relocation and construction of two tennis courts, clearing and grubbing of existing developed and wooded areas
- Tree removal and protection, removal of existing paving and concrete surfaces, silt fencing, sediment control, drainage and landscape improvements, installation of new water, sewer

service and site lighting improvements, some limited parking, paving, concrete curbs, gutters and sidewalk improvements

- Relocation & Refurbishing of existing playground equipment.

PHASE II:

- New Gymnasium to include two classrooms, exercise room, aerobic / dance area, a new central entry lobby area, reception area, office area, snack bar and storage as well as an elevated jogging track with 4 cardio station
- Civil/Site Improvements include clearing and grubbing of existing developed and wooded areas, tree removal and protection, removal of existing paving and concrete surfaces, silt fencing, sediment control, drainage and landscape improvements, installation of new water and sewer service improvements, new paved parking areas identified as Parking Lot #2, Parking Lot #3 and Parking Lot #4 with concrete curbs, gutters and sidewalks.
- Demolition, relocation and construction of the 3 existing basketball courts and court lighting

PHASE III:

- Existing Pool construction up-grades plus refurbishment of existing deck area/fencing, new pool equipment and storage area building
- Civil/Site Improvements include clearing and grubbing of existing developed and wooded areas, tree removal and protection, removal of existing paving and concrete surfaces, silt fencing, sediment control, drainage and landscape improvements

Optional Elements for Consideration

Part of the master planning effort also included a generic review for consideration by the Town of other potential recreation field specific improvements and the associated costs to extend playing field capacity of existing Town owned field space. The Optional Elements for Consideration include:

- Upgrade an existing natural grass field as a New Sports Turf Field
- Clear a limited area to construct a New Natural Field
- Add New Field Lighting to an existing field to extend the playing time beyond daylight hours.

2. <u>Recreation Center Estimated Capital Requirements</u>

The following table depicts the Recreation Center's financing cost by phase and in total. Based on the direction that at least 10% should be financed by alternative sources, we project that the town will borrow a total of $ 11,070,417 for the entire project and make principal and interest (P&I)

payments of $657,180 per year. If the amount raised by alternative sources exceeds 10% then these costs will be reduced.

	Total Capital Needed	Alternate Sources (10%)	Financed (90%)	Annual P&I Payments	25 Yr P&I Payments
Rec Center Phase 1a & b	$7,068,490	$706,849	$6,361,641	**$378,096**	**$9,452,400**
Rec Center Phase 2	$4,784,428	$478,442	$4,305,985	**$254,844**	**$6,371,100**
Rec Center Phase 3	$447,546	$44,755	$407,741	**$24,240**	**$606,000**
Total Rec Center	**$12,300,464**	**$1,230,046**	**$11,070,417**	**$657,180**	**$16,429,500**

These projections assume that the Town will finance the capital requirements via 25 year General Obligation Bonds, with interest at 3.4%. For a discussion of the alternatives capital sources, see SECTION 3: POSSIBLE ALTERNATIVE CAPITAL SOURCES FOR FACILITY CONSTRUCTION.

3. Recreation Center Operational Financial Projections

	2011/12 Base Year	2010 Projection	2011 Projection	Difference 2010/2011
Revenue	$ 1,056,119	$ 1,318,302	$ 1,305,089	($ 13,213)
Expense	$ 1,578,254	$ 1,987,407	$ 2,047,011	$ 59,604
Town contribution	$ 522,135	$ 669,105	$ 741,922	$ 72,817
Town % of Expense	33.1%	33.7%	36.2%	+2.5%

The rules used to determine the phased Revenue and Cost projections are outlined in the Assumption section "Recreation Center" #2. We worked with the Recreation Center to insure that no other changes crept into the phase projections. Our analysis focuses on the Phase III projections, i.e. at the completion of the entire expansion project, which are shown in this table as the "2011 Projection".

4. Economic effect of the proposed Recreation Center Expansion

The new facilities for the gym and pool will provide the Recreation Center with the ability to host regional swim meets (3 per year) and basketball tournaments (4 per year) that will bring out of town visitors to Hilton Head Island. Family members, coaches and chaperones will accompany the

participants. All will require housing and food. The Recreation Center Director projects that visitors will comprise 80% (2,760) of the 3,450 people. If these visitors stay an average of 3 days, the new Recreation Center facilities may conservatively generate 8,280 visitor days per year. Based on input from the Hilton Head Island/Bluffton of Commerce, this number of days could generate $400,000-$800,000 per year, depending largely on the age of the visitors.

5. Possible pool operation economies

Additional economies in operational Recreation Center expenses may occur upon completion of the Phase 3 pool renovation project. Specifically, new filtering, chlorination and water heating equipment and systems may reduce the operational unit costs. More precise estimates cannot be made until the specific selected equipment and systems are known.

6. Town contribution changes between the 2010 and 2011 projections

The increase in the Town contribution of $72.800 results from the following specific and general reasons:

- -$24,000 Salaries and benefits

  The 2010 projection assumed no change in salaries from the previous actual year. The 2011 projection includes the actual salary increases that have occurred. The 2011 project does not include any further increases in salaries per the "constant dollars" base year ground rule.

- -$20,000 United Way support

  Since the preparation of the 2010 projection, it has been decided not to participate in United Way.

- -$28,000 Other

  The balance of the increase in projected town contribution is attributable to many relatively small increases and decreases in both income and expense based on the Recreation Center's additional knowledge and understanding of the program. The net change amounts to 1.4% of the entire cost of the Phase 3 projection, well within an acceptable margin of error tolerance.

SECTION 2: SHARE CENTER ANALYSIS

1. SHARE Center Facility Acquisition Options: Lease vs. Buy/Renovate vs. Buy/Demolish/Build vs. Build

In their 2010 review of the Phase I feasibility study, Town Council directed that the SHARE Center should relocate to and lease existing commercial space. While we understand and support Council's objectives, the Town should be aware that leasing will increase costs, preclude several long-term benefits and may cause issues with acquiring grant funding, as discussed and analyzed below. We recommend that the Town consider housing the SHARE Center in a Town-owned building via one of the following options.

1. Purchase and renovate an existing suitable commercial building. This approach will satisfy Council's objective of improving and reusing a current structure. It may also provide greater location flexibility.

2. Purchase and demolish an existing building, and construct a Senior Center on the land. This approach will provide greater location flexibility, reuse already developed land, replace a distressed commercial property and permit the Town to design and build an optimal Senior Center, similar to Mt. Pleasant.

3. Purchase vacant land and construct a Senior Center on the land. This approach will provide greater location flexibility and permit the Town to design and build an optimal Senior Center, similar to Mt. Pleasant.

4. Construct a Senior Center on land already owned by the Town. This approach provides the lowest initial and long-term costs, and could optimize both the Center location and design, while eliminating property acquisition costs, depending on the cost of developing the selected parcel.

Commercial Lease Issues

- Few commercial property owners will lease for more than 5 years. This relatively short period will cause the Town exposure to potentially increasing lease rates several times during the expected 20-30 year occupancy, as well as exposing the Town to the potential of again moving the Center.

- The Town will spend nearly $500,000 to renovate and equip a property that it doesn't own or control long-term. If the Center must move, the Town will again absorb the cost of building or renovating the replacement space.

- A leased space option will likely not provide much, if any, opportunity for expansion to meet the potential long-term SHARE Center demand. Mt. Pleasant has already expanded the parking lot of its Senior Center and plans to double the size of facility to meet demand.

- Most grantors, including the Community Foundation of the Lowcountry and the State Department of Aging PIP program, prefer that grant requesters either own or permanently

occupy the space that will be improved by the capital grant. They generally require a minimum 10 year lease for capital grants and often limit the amount granted to improve leased facilities. The amount granted by the PIP program might have a limit of $100,000 for a leased facility compared to $350,000 if the Town owns the facility.

2. SHARE Center Estimated Capital Requirements

The following table depicts the SHARE Center's financing cost. The amount that the Town borrows will depend on the selected facility acquisition option. If the amount raised by alternative sources exceeds 10% then these costs will be reduced.

In determining the proper updated lease rate including CAM, we analyzed the current (summer 2011) commercial lease rates within the identified desirable areas and arrived at an average rate of $16.00 triple net as a median number.

In generating pricing for existing developed property, we used the same location criteria with the additional requirements that the property have sufficient capacity to allow for expansion and the building either needed to be very distressed (to be demolished) or have sufficient "bones" to allow for renovation. This process gave the median pricing that we used to build our comparison models.

These projections assume that the Town will finance the capital requirements via 25 year General Obligation Bonds, with interest at 3.4%. For a discussion of the alternatives capital sources, refer to SECTION 3: POSSIBLE ALTERNATIVE CAPITAL SOURCES FOR FACILITY CONSTRUCTION.

New SHARE Senior Center
Estimated Capital Requirements

Option	Total Capital Needed	Alternate Sources (10%)	Financed (90%)	Annual Lease/P&I Payments	25 Yr Lease/P&I Payments
Lease & Renovate	$536,433	$53,643	$482,790	**$142,692**	**$3,567,300**
Buy Land & Build-to-Suit	$2,100,000	$210,000	$1,890,000	**$112,332**	**$2,808,300**
Buy Building & Renovate	$1,900,000	$190,000	$1,710,000	**$101,628**	**$2,540,700**
Buy, Demolish & Build-to-Suit	$2,340,500	$234,050	$2,106,450	**$125,172**	**$3,129,300**
Town Land Build-to-Suit	$1,390,000	$139,000	$1,251,000	**$74,352**	**$1,858,800**

3. SHARE Center Revenue Model and Pricing Strategy

The 2011 revenue projections shown below are based on a new revenue generation model developed by the Recreation Center Director. It includes heavy reliance on the sale of SHARE Center memberships as a principal revenue strategy, and assumes that many services and programs will be bundled into the membership at no extra cost or for a minimal fee to members. This represents a major change from the prior (2010) projection, where individual program revenues were charged to the members. We project that this new model and strategy will increase initial year revenue by $9,270 over the 2010 projection.

4. SHARE Center Market Share, Revenue/Expense Projections, Town Contribution

We have presented below three separate sets of proforma projections for the SHARE Center, at 6% (THE INITIAL YEAR), 9% and 12% of market share. (Market share is the percentage of permanent HHI residents age 50 and up who purchase membership in the SHARE Center.)

The Recreation Center Director has chosen to estimate initial year operations conservatively at the 6% market share level. We concur with this decision. The essentially similar Mt. Pleasant Senior Center achieved approximately 9% market share by the end of their initial operational year and currently operates at 12% market share, the effective facility capacity. Due to the success of their center, Mt. Pleasant is expanding their parking capacity and plans a substantial of the facility itself.

We anticipate that the proposed SHARE Center will achieve at least 9% market share if it:

- Essentially duplicates the Mt. Pleasant facility in terms of facilities, equipment and programs
- Is located optimally
- Is effectively marketed.

Achievement of 12% market share is possible. At 12% market share, the currently proposed configuration will operate approximately at capacity, with no opportunity for expansion at the leased SHARE Center site.

The proposed SHARE Center financial model has excellent economies of scale. Because fixed expenses dominate the financial model, we expect that increases in revenue due to increasing membership will allow the operational financing gap made up by the Town contribution to decrease, assuming no reduction in membership, program and activity fees. As membership increases over time, the Town may have the option of decreasing its contribution to SHARE Center operations. The Town may wish to invest in marketing programs designed to increase membership.

As utilization approaches capacity, the Town should anticipate an increasing need for maintenance, repair, replacement and CIP funding for both the facility and equipment.

5. SHARE Center Operations Financial Projections (Assumes leased space & includes renovation P&I)

The expense projections shown below assume the Leased Space & Renovate facility option, which has the highest total cost of all the options. The expense projections include the annual projected Principal and Interest (P&I) costs, assuming that the Town borrows 90% of the cost required to renovate and equip the leased space. We include the P&I costs so that the projections depict the total project costs, even though P&I costs do not appear in the Recreation Center or SHARE Center operational budgets. Because the SHARE Center budget does include rent, we believe that the projection must include P&I costs so that the Town can compare the several facility acquisition options on an equivalent total cost basis.

	2011/12 BASE YR	2010 PROJ	2011 PROJ 1,085 MBR (6% MKT SHARE)	DIFFERENCE 2010-2011 PROJECTION	INTERMEDIATE 1,628 MBR (9% MKT SHARE)	CAPACITY 2,170 MBR (12% MKT SHARE)
Revenues	$ 70,515	$ 170,214	$ 192,450	$ 22,236	$247,225	$302,000
Expenses (Includes rent & P&I)	$160,105	$ 298,818	$ 407,687	$ 108,869	$412,912	$419,337
Town Contribution	$ 89,590	$ 128,604	$ 212,237	$ 83,633	$165,687	$117,337
Town % of Expense	56%	43%	45%	53%	40%	28%

The implementation of the new SHARE Center with its proposed membership model contributing considerable revenue due to excellent economies of scale may allow the Town to significantly reduce the percentage of the Town's contribution as membership and revenues increase.

6. <u>SHARE Center Location</u>

We anticipate that market share and membership will depend significantly on the location of the proposed SHARE Center, based on data collected regarding current SHARE Center utilization and on data collected by the Myrtle Beach Recreation Center.

Actual 2011 data from the current SHARE Center located south and east of Sea Pines Circle indicates 66% average annualized utilization from zip code 29928 residents, but only 18% utilization from 29926 residents. (Part-time winter residents and local non-HHI residents comprise the other 16%.) The percentage comparisons are remarkably consistent month-to-month, even though the volume varies extremely widely by season, with peaks in the winter and lows in the summer.

Based on discussions with Myrtle Beach and anecdotal evidence, we believe that this disparity results from the relative inconvenience of the current Center location for many North Island (29926) residents. Looking forward, many 29926 residents have readily available access to facilities and activities similar to those proposed for the SHARE Center active rooms via plantation and commercial facilities.

We expect that patron convenience, distance from home, traffic exposure and the availability of nearby suitable and affordable alternatives will impact SHARE Center membership revenues and utilization and, therefore, the amount of the annual Town contribution. The optimal location will minimize usage of US 278, especially during peak traffic hours, minimize Center patron exposure to business or visitor traffic during peak hours, and will avoid the need for Center patrons to utilize Sea Pines Circle or Pope Ave.

To maximize membership revenues and utilization, we recommend that the Town position the proposed SHARE Center either mid-Island or close to one of the ends of the Cross Island Parkway. The best South Island location will likely be west of Sea Pines Circle.

7. Differences between the 2010 and 2011 Town operational contribution projections

The following table lists the facility costs included in the 2010 and 2011 projections. It assumes a leased facility and does not include P&I expenses for the renovation costs.

SHARE Center	2010 PROJ	2011 PROJ	DIFFERENCE
LEASE	$ 72,000	$ 114,000	+ $42,000
UTILITIES	(Note A)	$ 18,500	+ $18,500
JANATORIAL	$ 15,000	$ 20,000	+ $5,000
TOTAL	**$ 87,000**	**$ 152,500**	**+ $65,500**

Note A- The 2010 projection assumed that the utilities would be the expense of the landlord as they are in the current lease.

Facilities costs are the major contributor of the total $96,950 increase in the Town's contribution between the 2010 and 2011 projections, not including P&I expenses for the renovation costs. Once the actual facility is chosen by the Town, the correct costs can be inserted.

SECTION 3: POSSIBLE ALTERNATIVE CAPITAL SOURCES FOR FACILITY CONSTRUCTION

The Town Financial staff directed that the funding for the construction/renovation to support the expansion of the Recreation Center and the relocation of the SHARE Center include at least 10% from alternative capital sources, including grants and donations/gifts generated via capital campaigns. We believe that the Recreation Center will likely achieve, and may even exceed, this 10% objective via the effective execution of a carefully designed, coordinated and integrated funding plan.

If the Town desires to open a new SHARE Center during 2012 and to utilize grants to provide a significant portion of the funding, Town Council must take the appropriate commitment actions no later than January, 2012 to meet the submission deadlines for several of the major grants described below.

In addition to the alternative capital funding sources shown below, the Town may wish to explore Beaufort County funding sources, including utilization of the County Park Bond Fund.

Grants

The requesting entity must be a 501(c)(3) charitable organization, or equivalent, such as the Island Recreation Association. Grantors generally prefer that grantees successfully obtain grants from several sources rather than rely upon a single source. Several capital grants sources are potentially available.

1. **The Community Foundation**
   Both the Recreation Center and SHARE Center projects should be eligible to compete for the limited number of Community Investment grants that the Community Foundation makes annually to support capital projects. The amount available for grant making varies depending on financial conditions and other worthy grant requests. In recent years, the Community Foundation has annually granted a total of $800,000-$900,000, spread across numerous grants.

   The Recreation Association can realistically request Community Investment grants in the range of $60,000-$75,000. The Community Foundation Trustees evaluate each grant request individually, based upon its unique merits. The Trustees will likely require an equal match for each grant by an established deadline, often 6-12 months. The Trustees may (or may not) accept Town funds or funds derived from a PIP grant (see below) as matching funds.

   Requestors may submit only one Community Investment grant application per year. The program allows multi-year grant requests, however approval of a multi-year grant request is rare given current economic conditions. Separate and independent requests may be made for multi-phase projects extending over several years if each phase is a stand-alone project. Thus, the Island Recreation Association could submit a request to help to fit-out and equip the SHARE Center one year, and submit a separate request for each Recreation Center phase in subsequent years. Grants applications are due April 1 for late July consideration, August 1 for late November consideration and December 1 for late March consideration.

The Community Foundation strongly prefers to make grants to improve or equip owned property, though they will consider granting to improve or equip property leased for at least 10 years. This could present an issue for a 10 year SHARE Center lease.

Note that requesters may not commit to, contract for or perform work that the requested grant will fund until the requester receives official approval of the grant from the Community Foundation. Also, funds received prior to the official Community Foundation approval do not count toward the match requirement.

The Community Foundation also makes Organizational Development (OD) grants to pay for qualifying organizations to engage consultants to help the organization develop internal capacities, including learning how to develop funding and marketing plans and how to implement and conduct a capital campaign.

For further information, see http://www.cf-lowcountry.org/receive/application-process.

2. Permanent Improvement Project (PIP)

The SHARE Center project will likely qualify for a PIP grant. This annual program, administered by the Lieutenant Governor's Office on Aging (LGOA), is currently suspended but is scheduled to resume early in 2012, with information available in January and grant applications due by February 28.

The maximum amount available for a renovation project will vary from $100,000 ($25,000 match required) to $350,000 ($150,000 match required) depending on the nature of the components included in the request and, for leased properties, the length of the lease. There is a preference for 20 year leases. Funding from other grants (e.g. THE COMMUNITY FOUNDATION) can count toward satisfying the match requirement.

The grant application is submitted via the Lowcountry Council of Governments (LowCoG), the local Area Agency on Aging (AAA). The applicant must demonstrate strong community support via reference letters from local elected officials, must obtain a guarantee (in this case from the Town) of long-term financial support and must establish and fund an escrow account. Upon approval of the grant application, the applicant must complete a detailed and comprehensive project plan. When the plan is approved, LowCoG will administer the grant and disburse funds.

Gerry Dickinson (gdickinson@aging.sc.gov 803-734-9867) manages the PIP program.

3. Other Grant Sources

- The Town of Hilton Head Island is too large to qualify for USDA Rural Development program grants to small communities
- The Recreation Center Director has indicated that his staff will research additional potential grant opportunities, including the many local philanthropic organizations that make relatively small grants. Note that these grants will likely qualify toward matching the larger grants and will also help to demonstrate local support.

Town staff has investigated several potential sources for major grant funding:

- **Finish Line Foundation**. Based on the online eligibility questionnaire, the Recreation Center may qualify for a Legacy Grant between $10,000 and $75,000, specifically for equipment or facilities that serve youth under 18. The Foundation accepts grant submissions quarterly and may require a match. See http://www.finishline.com/store/youthfoundation/special-grants.jsp.
- **Community Development Block Grants.** Block grants up to $500,000 may be available via the SC Department of Commerce for publicly owned non-school facilities that offer extended educational opportunities for at risk low/middle income children or youth. However, it is unlikely that the Town would qualify for a CDBG grant for this project, in part because the Town generally has difficulty demonstrating sufficient low/middle income population and because Recreation Center youth program participation probably does not meet the 51% LMI threshold. The Town may wish to have staff further investigate a CDBG when the project plans near completion.

Capital Campaign

The Island Recreation Association will likely have to plan and execute a multi-year Capital Campaign to solicit sufficient private, public and corporate donations and gifts to at least satisfy the grant matching requirements. We estimate that the amount needed for grant matching will range from $265,000 to $450,000 over 4+ years. The Association may wish to set a higher campaign goal.

The Association should plan and execute the capital campaign in close coordination with the grant request processes and with the facility construction plans. It should take extreme care to organize and conduct the capital campaign to avoid negatively impacting other Association fund-raising activities, especially those used to support operations.

As a component of the capital campaign, the Association may wish to solicit local service organizations, such as the Rotary Clubs, who often support major capital projects of worthy non-profits. This will help to meet the grant matches and also provide excellent documentation of community support, enhancing the competitiveness of the grant requests.

1 PROPOSED SITE PLAN

SCALE: 1" = 60'-0"

PHASING LEGEND

- PHASE IA
- PHASE IB
- PHASE II
- PHASE III

OCCUPANCY CALCULATIONS

PHASE I

EXISTING GYMNASIUM

ASSEMBLY - BLEACHER SEATING	322 PERSONS
GYMNASIUM - EXERCISE	153 PERSONS
EDUCATION - CLASSROOM (1ST & 2ND FLRS)	17 PERSONS
BUSINESS	14 PERSONS

COMPETITION POOL

POOL	153 PERSONS
POOL DECK	344 PERSONS
SPECTATOR SEATING	392 PERSONS
BUSINESS	4 PERSONS

SPLASH POOL

POOL	76 PERSONS
POOL DECK	468 PERSONS

PHASE II

NEW GYMNASIUM

ASSEMBLY - BLEACHER SEATING	290 PERSONS
GYMNASIUM / EXERCISE	89 PERSONS
TRACK / EXERCISE (2ND FLR)	82 PERSONS
EDUCATION - CLASSROOM	74 PERSONS
BUSINESS	6 PERSONS
BASKETBALL COURTS - OUTDOOR	30 PERSONS

PHASE III

EXISTING POOL

POOL	106 PERSONS
POOL DECK	305 PERSONS

PARKING CALCULATIONS

BASED ON INDOOR/RECREATION/ENTERTAINMENT:
(1) SPACE FOR EVERY (3) PERSONS THAT THE FACILITIES ARE DESIGNED TO ACCOMMODATE WHEN FULLY UTILIZED.
PLUS (1) SPACE PER 200 SF OF GROSS FLOOR AREA USED FOR OFFICE OR SIMILAR ACTIVITIES
(NOTE: OUTDOOR RECREATION IS THE SAME)

INDOOR/OUTDOOR RECREATION (BASED ON OCCUPANCY)

EXISTING GYMNASIUM	542 PERSONS
NEW GYMNASIUM	657 PERSONS
POOL SPACES	1743 PERSONS
OUTDOOR BASKETBALL COURTS	30 PERSONS
TOTAL RECREATION OCCUPANCY	2972 PERSONS
TOTAL PARKING REQ. FOR RECREATION:	991 PARKING SPACES

BUSINESS (BASED ON SF)

EXISTING GYMNASIUM	1722 SF
NEW GYMNASIUM	649 SF
POOL SPACES	432 SF
TOTAL BUSINESS SQUARE FOOTAGE	2802 SF
TOTAL PARKING REQ. FOR BUSINESS:	14 PARKING SPACES
GRAND TOTAL PARKING REQUIRED:	1005 PARKING SPACES

PARKING SPACES PROVIDED

RECREATION CENTER

EXISTING	57 SPACES
PHASE I	79 SPACES
PHASE II	101 SPACES

SCHOOLS

HH HIGH SCHOOL	487 SPACES
HH MIDDLE SCHOOL	23 SPACES
ELEMENTARY (YELLOW)	34 SPACES
ELEMENTARY (BLUE)	10 SPACES
ELEMENTARY (RED)	32 SPACES

OTHER

GRASSED OVERFLOW	176 SPACES
PARKING AGREEMENT (CHURCH)	60 SPACES

FUTURE - SCHOOL DISTRICT

HH MIDDLE SCHOOL	135 SPACES
HH HIGH SCHOOL	70 SPACES
TOTAL CAMPUS PARKING PROVIDED:	1463 PARKING SPACES

FWA

ARCHITECT

ISLAND RECREATION CENTER EXPANSION

TOWN OF HILTON HEAD
HILTON HEAD ISLAND, S

MARK	DATE	DESC
	07/06/11	PRE

PROJECT NO:

DRAWN BY: MJR

APPROVED BY: BHT

THESE DRAWINGS AND THE PR ARE INSTRUMENTS OF SERVICE PROPERTY OF THE FWA GROU UNAUTHORIZED DUPLICATION O WRITTEN CONSENT IS PROHIBI

SHEET TITLE

PROPOSED SITE PLAN

SHEET NUMBER

AS-1

E OUTLINE:

t. of open space
location
de for easy access
& ample parking
ng lighting
e outdoor covered area
t from multiple sides
ulation/socializing space
ife active senior space

ESTIMATES:

ns: (6000 sq ft)

be 2 sprinkled one story slab
hell
o w/ no re-usable interior finishes
anical system
+ remodeled existing bathrooms
ng type kitchen, no cooking.
mercial interior finishes, 2x2
g, 2x4 lighting, painted
floor finishes are LVT
e except office
ter rooms to be carpet.
rk.
urniture, & Equipent line items
g model:

odel summery

estimated @:
le of values for breakdown)
tion: *$ 412,144.00 = 68.70/sq. ft.*
contingency = $ 97,500.00
lease @ $*16.00* NNN sq ft

GENERIC SPACE PLAN

Island Recreation Center & SHARE Senior Center
Enhancement/Expansion Phase II

ASSUMPTIONS and GENERAL COMMENTS

1. FY 2011/12 is considered the base year.

2. Because we cannot predict when the construction for the Recreation Center will be funded by the Town, all costs for Phases 1/2/3 are in 2011/12 **constant dollars.** Therefore, no forecasts have been made as to salary increases, inflation factors, etc. If construction extends over a number of years, the forecasts shown should be adjusted to reflect the actual passing of time.

3. Because we assume that the Share Center fit–up will be done all at one time, no phasing has been included.

4. Per guidance from the project architects, we anticipate that the phased construction/renovation of the Recreation Center will require the following:
    a. Phase I 1 year
    b. Phase II 1 year
    c. Phase III 6 months
5. There will be no loss of Recreation Center revenue during any of the construction phases.

6. Based on May 2011 input from the Town of Hilton Head Finance staff, we assume construction financing via 18 Year General Obligation bonds with a placement cost of $13.20 per $1,000 borrowed at an interest rate between 3.25 and 3.5 %. For the purposes of this study we used 3.4%.

7. We assumed that the Town of Hilton Head will fund the difference between projected Revenues and Expenses.

8. The Recreation Center Director furnished revenue and expense projections based on the FY 11-12 Recreation Center and SHARE Center budgets. We conducted several workshops with the t Director to understand and refine the projections. We have a high degree of confidence that both the detailed program and aggregate totals depicted by the SHARE Center projections are reasonably accurate (e.g. +/- 5%).

9. While we question the accuracy of several of the detailed line items depicting the projected program revenues and expenses for the Recreation Center, we believe that the questionable items largely cancel out each other. We therefore conclude that the revenue and expense subtotals by program area (Aquatics, Athletic Programs and Youth/Teen Program) and the resulting revenue and expense totals are reasonably accurate within the customary +/- 5% margin for error.

10. For the purposes of these projections, we have treated the Recreation Center and the SHARE Center as separate entities, isolating revenues and expenses to each entity. In the previous (2010) study, we showed all fixed expenses as belonging to the Recreation Center. We feel that this separation is appropriate for analysis purposes. We recommend that since the two entities

are physically separate and largely managed separately, the Town/Board of the Recreation Center should account for the Recreation Center and SHARE Center as separate entities.

11. We thank Frank Soule and his staff for their co-operation, advice and counsel in the compilation of these projections.

Island Recreation Center & SHARE Senior Center
Enhancement/Expansion Phase II

RECREATION CENTER ASSUMPTIONS AND COMMENTS

1. PERSONNEL

    a. The recreation center will hire 2 new full time people: One for janitorial services and one as a pool supervisor. Added to the 13 full time currently employed, we project a total of 15 full time staff.

    b. All additional personnel required for classes will be filled with part-time hourly hires.

2. PHASE COSTS

Revenue/Expenses for each phase are projected to show only the effect of the creation or expansion of programs due to the completion of that phase's construction. Therefore, Phase I includes the full effect of the base year plus the new swim pool, the splash pool and the alterations to the old gymnasium for a 1 year period. Phase II includes the Phase I totals and the additional impacts of a new gymnasium. Phase III has the cumulative effect of Phases I and II and also includes the alterations to the old pool included in Phase III. All phase costs are for a 1 year period

SHARE CENTER ASSUMPTIONS AND COMMENTS

1. PERSONNEL

    a. Due to the increased activity, the Senior Center Administrator will become full time and 3 part time Program Supervisors will be added.

    b. All other staff increases will be part time instructors as needed for program increases.

2. As we have no firm location for the new SHARE Center, we cannot provide a firm projection regarding the cost of the lease. We assume that the building will include 6,000 sq. ft of interior space and lease at $14.00 per sq ft, resulting in an $84,000 annual lease expense. We estimate an annual utilities cost of $18,500. All other expenses will accrue to the lessor. The following table shows the current and projected facility costs, which account for 53% of the increase in expenses over the current location:

	BASE YEAR	FUTURE	DIFFERENCE
RENTAL	$ 30,420	$ 84,000	$ 53,580
UTILITIES	0	$ 18,500	$ 18,500
JANATORIAL	0	$ 20,000	$ 20,000
TOTAL	$ 30,420	$ 122,500	$ 92,080

3. FIT UP COSTS in the construction portion of this report include the cost of fitness equipment for the SHARE facility, which were not included in the Phase I study.

Summary of Expanded Island Recreation Center Program Spaces

Revised July 22, 2011

Abbreviations used are represented as follows:
SF = Square Foot
EPC = Estimate of Probable Cost (based on historic data for the listed square footage)

Program Areas & Estimate of Probable Cost	SF	EPC

PHASE I-A

Civil/Site Improvements for Parking Lot #1		$152,000.00

* *Amount shown includes clearing and grubbing of wooded area.*
  Tree removal and protection, removal of existing paving and concrete surfaces.
  Silt fencing, sediment control, drainage and landscape improvements.
  New parking lot base course, paving, concrete curbs, gutters and sidewalks.

Sub-Total Phase I-A	$ 152,000.00
* *10% Contingency*	$ 15,200.00
Total Phase I-A	$ 167,200.00

PHASE I-B

Renovation of Existing Areas	4,665 SF	$463,900.00

* *First Floor Offices - 1,820 SF ($80/SF)*
* *Second Floor Classroom - 1,325 SF ($40/SF)*
* *Female Toilet/Locker Area - 870 SF ($115/SF)*
* *Male Toilet/Locker Area - 670 SF ($115/SF)*
* *Entry Area- 220 SF ($90/SF)*
* *New basketball goals, volleyball equipment and bleachers ($66,000.00).*

Competition Pool	25,340 SF	$4,731,000.00

* *Amount includes pool construction plus gross area building construction cost ($842,000.00 + $3,889,000.00).*
* *Competition Pool and Pool Deck - 11, 790 SF ($100/SF)*
* *Entry Lobby Area, Reception Area, Office Areas, Male Toilet/Locker Area, Female Toilet/Locker Area, Pool Equipment/Storage and Spectator Seating Area - 13,550 SF ($200/SF)*

Outdoor Splash Pool	3,800 SF	$805,000.00

* *Amount includes splash pool construction and water play structures plus Deck Area, Shade Structures, Toilets, Concession and Storage ($418,000.00 + $392,000.00).*
* *Deck Area, Shade Shelters, Landscaping and Security Fencing.*
  - *Deck Area - 8200 SF ($9/SF)*
  - *Shade Shelters - $6,000/Each*
  - *Landscaping Allowance - $70,000*
  - *Fencing Allowance - $25,000*
* *Toilet Facilities and Concession Area - 920 SF ($160/SF)*
* *Storage Building - 400 SF ($115/SF)*

Relocate & Refurbish Existing Playground Equipment	3,400 SF	$40,000.00

Civil/Site Improvements for Phase I-B	$234,000.00

* *Amount shown includes clearing and grubbing of existing developed and wooded areas.*
  Tree removal and protection, removal of existing paving and concrete surfaces.
  Silt fencing, sediment control, drainage and landscape improvements.
  Installation of new water, sewer service and site lighting improvements.
  Limited parking, paving, concrete curbs, gutters and sidewalks.

Demolition and relocation of the 2 existing courts, new fencing, wind screens and bleachers.

Sub-Total Phase I-B		$6,273,900.00
* *10% Contingency*		$ 627,390.00
Total Phase I-B*[A]		$6,901,290.00

PHASE II

New Gymnasium	20,220 SF	$3,922,680.00

* *Classroom #1 - 750 SF*
* *Classroom #2 - 750 SF*
* *Exercise Room - 750 SF*
* *Aerobic / Dance Area - 1050 SF*
* *Entry Lobby Area, Reception Area, Office Area, Snack Bar and Storage*
* *Elevated Jogging Track with 4 Cardio Stations*

Civil/Site Improvements for Phase II	$426,800.00

* *Amount shown includes clearing and grubbing of existing developed and wooded areas.*
  Tree removal and protection, removal of existing paving and concrete surfaces.
  Silt fencing, sediment control, drainage and landscape improvements.
  Installation of new water and sewer service improvements.
  New parking lot base course, paving, concrete curbs, gutters and sidewalks.
  Demolition and relocation of the 3 existing basketball courts and court lighting.

Sub-Total Phase II	$4,349,480.00
* *10% Contingency*	$ 434,948.00
Total Phase II*[A/*B]	$4,784,428.00

*[A] USGBC LEED Silver Certification - Additional Project Costs

The U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system will be used as the basis to verify the Town's sustainable goals. This rating system has four levels (Certified, Silver, Gold, and Platinum) that can be achieved by earning a series of points from five categories: Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, and Indoor Environmental Quality. Points can also be earned for Innovation and Design Process and Regional Credits.

While empirical and projected data vary, we believe that the goal of obtaining LEED Silver Certification will add an additional 1.4% to the project's construction costs for Phase I (excluding the renovation cost of the existing Recreation Center) and Phase II. Most of these costs are for "greening:" investments in alternative systems, practices, and materials that earn points under the LEED rating system and go beyond standard practices. The remaining costs fall outside of the range of construction costs; we consider these as "soft costs" and they include incremental costs for design, documenting compliance, and verifying compliance through the commissioning process which will add another 0.3%.

*[B] Disaster Recovery Facility – New Gymnasium

The buildings will be designed to meet the applicable windload and seismic requirements as specified in the current International Building Code (IBC 2006 Edition). For the new gymnasium to serve as a facility to support any prescribed disaster recovery efforts the gymnasium should meet the maximum windload requirements for a Category 3 hurricane storm event. The existing site is in a "C Zone" per the current Flood Maps and per the storm surge projections the site would(in a Category 3 event) be under water with the finish floor elevation of the new facility to be approximately 19.0' MSL.

To serve in a disaster recovery capacity beyond the applicable code requirements the new gymnasium would need minor structural bracing upgrades, additional attention to the roofing membrane anchorage, impact protection panels for glazed openings, flood barriers to sill the lower portions of egress openings and a generator to power the facility. These upgrades would add approximately $355,000.00 to the construction cost. The major component of that additional cost would be for a 100kW diesel generator to power the facility which would be about half of the cost.

Program Areas & Estimate of Probable Cost	SF	EPC

PHASE III

Existing Pool	5,400 SF	$371,660.00

** Amount shown includes existing pool construction up-grades plus refurbish the existing deck area/fencing and new pool equipment and storage area building ($252,000.00 + $119,660.00).*
** Refurbish Existing Deck Area - 4,380 SF ($5/SF)*
** Refurbish Existing Fencing - 220 LF ($8/LF)*
** Pool Equipment and Storage Building - 800 SF ($120/SF)*

Civil/Site Improvements for Phase I	$ 35,200.00

** Amount shown includes clearing and grubbing of existing developed and wooded areas.*
Tree removal and protection, removal of existing paving and concrete surfaces.
Silt fencing, sediment control, drainage and landscape improvements.

Sub-Total Phase III	$ 406,860.00
** 10% Contingency*	$ 40,686.00
Total Phase III	$ 447,546.00

Program Area - Optional Elements for Consideration	SF	EPC

(Replace the existing play field lost by new building elements behind the Island Recreation Center.)

New Sports Turf Field	82,800 SF	$528,360.00
New Natural Field	82,800 SF	$410,000.00
New Field Lighting	0 SF	$152,000.00

Lee & Parker Architects
PO Box 5010 Hilton Head Island, SC

Project: **Expanded Share Center Program Cost Analysis**
Assumed Generic Existing Strip Retail Shell Only
Minor Demolition Only Required

Square Footage Assumed For This Analysis **6,000**

Date: **July 7, 2011**

Item #	Description	Assumed Sq. Footage	Unit Price	Total Item Cost	Comments
1	General Conditions	Four Months		$14,000.00	
2	Building Permits	Estimated		$3,500.00	
3	Demo Exisitng Conditions	Fixed		$4,000.00	
4	Framing	6,000	$3.25	$19,500.00	
5	Drywall / Insulation / & Accoustical Ceilings	6,000	$5.45	$32,700.00	
6	Interior Trim	6,000	$5.50	$33,000.00	
7	Hardware / Bath Partitions / Mirrors	By Allowance		$7,500.00	
8	Floor Coverings				
	LVT Per Sq Foot	250	$6.50	$1,625.00	
	Carpet Per Sq Yard	600	$25.00	$15,000.00	
	Restrooms Ceramic Floors Per Sq Foot	250	$8.00	$2,000.00	
9	Cabinetry Allowance	By Allowance		$18,000.00	
10	Portable Walls	By Allowance		$20,000.00	
11	Painting	6,000	$5.75	$34,500.00	
12	Plumbing	Fixed		$19,250.00	

Item #	Description	Assumed Sq. Footage	Unit Price	Total Item Cost	Comments
13	HVAC	6,000	$7.00	$42,000.00	
14	Electrical	6,000	$8.50	$51,000.00	
15	Rework Existing Sprinkler Head Layout	6,000	$3.45	$20,700.00	
16	Data / Cabling / Security	By Allowance		$6,500.00	
17	Construction and Final Clean	6,000	$0.75	$4,500.00	
18	Sub Total Construction Costs			$349,275.00	
19	Builder Profit & Overhead @ 18%			$62,869.50	
20	Total Construction Costs			$412,144.50	
21	Other				
	Life Fitness Equipment	Fixed		$60,000.00	
	Chairs / Tables	Fixed		$15,000.00	
	Kitchen Equipment	Fixed		$4,000.00	
	Ofice Equipment	Fixed		$3,500.00	
	Architectural & Engineering Fees	6.0 % of Item #20		$26,789.39	
22	Contingency			$15,000.00	
23	Total Project Costs			$536,433.89	

Historical data would indicate that a LEED silver rating including the commissioning typically adds 12-15% to the upfit cost.

Lee & Parker Achitects
PO Box 5010 Hilton Head Island, SC

Project: Expanded SHARE Center Program Space Allocation
Location: Hilton Head Island, SC
Date: June 01, 2011

No.	Description	Room Size			A/C Area	Uncond. Area	Gross Area	General Comments
	Entry Lobby Area							
1	Lobby/ Waiting Area	12	x	12	144		144	Separated from other spaces for acoustical privacy
2	Receptionist	4	x	8	32		32	Open to lobby area
3	Office	12	x	14	168		168	Glass wall to provide visiual connection
	Meeting Rooms							
1	Breakout #1	15	x	20	300		300	1 &2 w/ folding wall
2	Breakout #2	15	x	20	300		300	av equipment built in
3	Breakout #3	0	x	0	0		0	Will be broken out of multi-purpose
4	Breakout #4	0	x	0	0		0	Will be broken out of multi-purpose
5	Muti-purpose	30	x	40	1,200		1,200	Will be dividable into break out #3 & #4
6	Physical activity space	30	x	40	1,200		1,200	
7	lending library	0		0	0		0	part of circulation social interaction space
	General Storage	9	x	8	72		72	tables chairs
	Warming Kitchen							
1	Kitchen	8	x	12	96		96	
2	Storage	2	x	4	8		8	
3	internet café	12	x	15	180		180	
	Computer Club							
1	Resource Center	23	x	45	1,035		1,035	
2	Storage	6	x	3	18		48	
3	Server Closet	2	x	5	10		12	possible future need

Lee & Parker Achitects
PO Box 5010 Hilton Head Island, SC

Project: Expanded SHARE Center Program Space Allocation
Location: Hilton Head Island, SC
Date: June 01, 2011

	Mechanical @ 1st Floor							
1	Electrical Room	3	x	4	12		12	
2	Janitor	3	x	4	12		12	
	Men's Restroom							
1	Toilet-HC	5	x	5	25		25	
2	Urinals-2 each	6	x	3	18		18	
3	Lavatories-2 each	6	x	7	42		42	
	Women's Restroom							
1	Toilets-2	3	x	5	15		30	
2	Toilet-HC	5	x	5	25		25	
3	Lavatories-2	6	x	8	48		48	
	Floor Sub-Total				**4,960**	**0**	**5,007**	
	Circulation, Walls & Structure @	**20.0%**			**992**		**992**	
	Floor Total				**5,952**	**0**	**5,999**	

WHERE LEARNING LEADS THE WAY

BEAUFORT
COUNTY SCHOOL DISTRICT

September 19, 2011

Ms. Nicole Dickson
Senior Planner
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

Re: Recreation Department Expansion Plans

Dear Ms. Dixon:

Chris Poe, our Facilities Planning and Construction Officer recently met with Barry Taylor of The FWA Group to discuss the most recent plans for the Island Recreation Center expansion. Barry explained to Chris the revised proposed project phasing plan as follows:

Phase IA: New parking lot #1 across Wilborn Road
Phase IB: New lap pool, new splash pool, tennis court relocation, new playground, additional parking at current entrance
Phase II: Additional parking in lots #2, #3, and #4, new gym, new basketball courts

As Chris discussed with Barry, the lease agreement between the school district and the Town will require modification prior to any work taking place since Phase I of the project encroaches on the existing lease boundary.

It is our understanding that this project will be presented to the Town's Public Facilities Committee and Parks & Recreation Commission on October 4th and 13th respectively followed by presentation to the full Town Council in October and November. We will plan to have representation at those meetings.

Please accept this letter as the District's willingness to work with the Town in an effort to make this a successful project for all parties. This is not an approval of any lease modifications or official endorsement of the current plans as those details will have to be negotiated and approved on by the school district's entire Board once plans are finalized.

Post Office Drawer 309
Beaufort, South Carolina 29901-0309

Thank you for your efforts to keep the District informed of this project as plans progress. Please keep us informed as schedules or plans change. If you have questions in the meantime, please contact me or Chris Poe.

Sincerely,

Phyllis S. White, CPA, CGFO
Chief Operational Services Officer

cc: Chris Poe, BCSD Facilities Planning and Construction Officer

MEMORANDUM

TO: Town Council

FROM: Public Facilities Committee

VIA: Stephen G. Riley, CM, Town Manager

DATE: November 2, 2011

RE: Aurora Loan Services, LLC – request for easement

Recommendation:

The Public Facilities Committee endorses the easement request as made by Aurora Loan Services and recommends to Town Council that the easement be granted.

Summary:

The Town has received a request from the Aurora Loan Services, LLC, for an easement over the existing roadway known as "Adrianna Lane", to provide access from US 278 to property owned by Aurora Loan Services, LLC, that lies on the marshes of Jarvis Creek, adjacent to the "Old Schoolhouse" tract.

Prior to 2006, the 2 separate parcels that comprise the "Old Schoolhouse" tract were separately owned by the town and by Beaufort County. In 2006, the Town and County executed a series of deeds whereby the Town and the County conveyed to the other an ownership interest in each other's parcels. The effect of this transaction was that the entire 6.9 acre site is now owned jointly by Beaufort County and by the town. A similar request regarding this easement has been submitted to Beaufort County, and Beaufort County is currently in the process of sending this easement through its committee system, and on to Beaufort County Council.

Background:

The Aurora Loan Services, LLC, property does not have access to any public road. The roadway known as "Adrianna Lane" is not a public right-of-way, but rather is a dirt road that runs from an existing curb cut on U. S. Highway 278 over the "Old Schoolhouse" tract back to the properties that lies adjacent to the "Old Schoolhouse" tract. Access to the Aurora Loan Services, LLC, property as, historically, been over "Adrianna Lane".

The reason that Aurora Loan Services, LLC, seeks a formal easement, is that it wishes to sell the property, and cannot do so unless the right of access is formalized. Attached, you will find a proposed easement, which grants to the owner of the "Aurora Loan Services, LLC, property, and easement for ingress and egress to and from U. S. Highway 278. The proposed easement states that it is a "temporary" easement, meaning that in the event that a public road is ever built and opened for use that fronts on the Aurora loan services property, then this easement will terminate. There is no time frame stated for this in the easement, and the easement will remain in place unless and until such a public road is opened. The proposed easement is also relocatable at the option of the town and County, should its plans for the use of the "Old Schoolhouse" tract ever require that the easement be moved. The only requirements are that the easement must terminate at the boundary of the Aurora loan services property, and must provide access to U. S. Highway 278.

STATE OF SOUTH CAROLINA)
) ACCESS EASEMENT
COUNTY OF BEAUFORT)

This Access Easement Agreement is made this _____ day of _____, 2011, by and between Beaufort County, South Carolina, having an address of Post Office Box 1128, Beaufort, South Carolina (hereinafter, "Beaufort County"), The Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, SC, 29928 (hereinafter, the "Town"), and Aurora Loan Services, L. L. C., having an address of 601 Fifth Avenue, Scottsbluff NE, 69361 (hereinafter, "Aurora").

W I T N E S S E T H

WHEREAS, Beaufort County and th Town jointly own real property which is known and described as follows:

> All that certain piece, parcel or lot of land situate, lying and being located in The Town of Hilton Head Island, South Carolina, containing 3.02 acres, more or less, which is more fully delineated on a pat prepared by Beaufort County Public Works Engineering Department, by Erik H. Freisleben, P.E. & P.L.S., S. C. # 4624, County Engineer/Surveyor for Beaufort County Council, dated November 13, 1991, and revised September 11, 1992, entitled "A 3.02 Acre and a 3.73 Acre subdivision of a Part of Honey Horn Plantation, Hilton Head Island, South Carolina", said Plat being recorded in the the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 45 at Page 67.
>
> AND ALSO:
>
> All that certain piece, parcel or lot of land situate, lying and being located in The Town of Hilton Head Island, South Carolina, containing 3.73 acres, more or less, which is more fully delineated on a pat prepared by Beaufort County Public Works Engineering Department, by Erik H. Freisleben, P.E. & P.L.S., S. C. # 4624, County Engineer/Surveyor for Beaufort County Council, dated November 13, 1991, and revised September 11, 1992, entitled "A 3.02 Acre and a 3.73 Acre subdivision of a Part of Honey Horn Plantation, Hilton Head Island, South Carolina", said Plat being recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 45 at Page 67 (hereinafter collectively referred to as the "Town and County Property".)

WHEREAS, as Aurora is the owner of the below described property:

> All that certain piece, parcel or lot of land situate, lying and being on Hilton head Island, South Carolina, and being more particularly described as 0.27 acres, more or less, on the marshes of Jarvis Creek. Said property is more particularly shown on that certain plat dated September 29, 1988, prepared by Jerry L. Richardson, RLS #4784, titled "A plat of A Subdivision of 0.543 acres of Sara James property located in the Fairfield/Stoney area, Hilton head Island, SC," and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 36 at page 180 (hereinafter, the "Aurora Property").

WHEREAS, Aurora has requested that the Town and Beaufort County grant an Access Easement for ingress and egress to and from the Aurora property from U S Hwy. 278 over an existing unpaved roadway known as "Adrianna Lane" across the Town and County Property; and,

WHEREAS, the Town and Beaufort County has agreed to grant the requested Access Easement upon the terms and conditions set forth below.

NOW, THEREFORE, know all men by these presents, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, for and in consideration of the sum of Ten ($10.00) Dollars, the receipt and sufficiency whereof is acknowledged, have bargained, granted, and sold and by these presents do hereby bargain, grant, and sell to Aurora Loan Services, L.L.C., its successors and assigns, temporary, non-exclusive Access Easement on, over and across a portion of the Town and County Property as is described below:

> All that certain parcel being Twenty (20') feet in width, centered on the existing unpaved roadway known as "Adrianna Lane", commencing at the existing curb cut on U.S. Highway 278 where "Adrianna Lane" intersects the right-of-way of U.S. Highway 278, and following the course of "Adrianna Lane", to the point where "Adrianna Lane" intersects the boundary of the Aurora Property (hereinafter, the "Easement Property"),

for the purpose of providing ingress and egress to and from the Aurora Property from U.S. Highway 278.

This Access Easement is granted by the Town and Beaufort County and accepted by Aurora subject to the following terms:

1. This Access Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Town and Beaufort County, and their successors and assigns, to utilize the Town and County Property at any time, in any manner, and for any purpose, provided, however, that such use by the Town and Beaufort County shall not be inconsistent with nor prevent the full utilization by Aurora of the rights and privileges granted herein.

2. This Access Easement is for the sole purpose of providing ingress and egress to and from the Aurora Property from U. S. Highway 278, and the rights granted hereunder are for such purpose only. Any other use of the Easement Property is a violation of the terms of this Access Easement and is prohibited.

3. The Town and Beaufort County may relocate, move or replace "Adrianna Lane" and the Easement Property to any other location on the Town and County Property as the Town and Beaufort County, in their discretion, may deem advisable, and may close move and relocate the existing curb cut where "Adrianna Lane" intersects with U. S. Highway 278, to such other location as the Town and Beaufort County, in their discretion, may deem advisable, so long as the moved or relocated curb cut, "Adrianna Lane", any replacement for "Adrianna Lane", and the Easement Property provide access to and from U. S. Highway 278 across the Town and County Property to the boundary of the Aurora Property.

4. This Access Easement will terminate at such time as any public road is built and

opened for use by the general public that fronts on any boundary of the Aurora Property. At such time as any such public road is built and open for use by the general public, the then owner of the Aurora Property will execute and deliver a recordable Termination of this Access Easement, upon request by the town and/or Beaufort County, on a form to be provided by the Town and/or Beaufort County to the then owner of the Aurora Property.

In Witness whereof, the Parties hereto have caused the within Access Easement to be executed by their duly authorized officers on this _____ day of _____, 2011.

(Signatures Begin on Following Page)

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

_____

By:_____

_____

Attest:_____

STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (SUPP. 2011)

I, the undersigned Notary Public do hereby certify that the duly authorized officers of The Town of Hilton Head Island, South Carolina, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina .

Sworn to and Subscribed before me
on this _____ Day of _____, 2011.

_____
Notary Public for South Carolina
My Commission Expires:_____

WITNESSES:

BEAUFORT COUNTY,
SOUTH CAROLINA

_____

By:_____

_____

Attest:_____

STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (SUPP. 2011)

I, the undersigned Notary Public do hereby certify that the duly authorized officers of Beaufort County, South Carolina, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of Beaufort County, South Carolina .

Sworn to and Subscribed before me
on this _____ Day of _____, 2011.

_____
Notary Public for South Carolina
My Commission Expires:_____

WITNESSES: **AURORA LOAN SERVICES, L. L. C.**

_____ By:_____

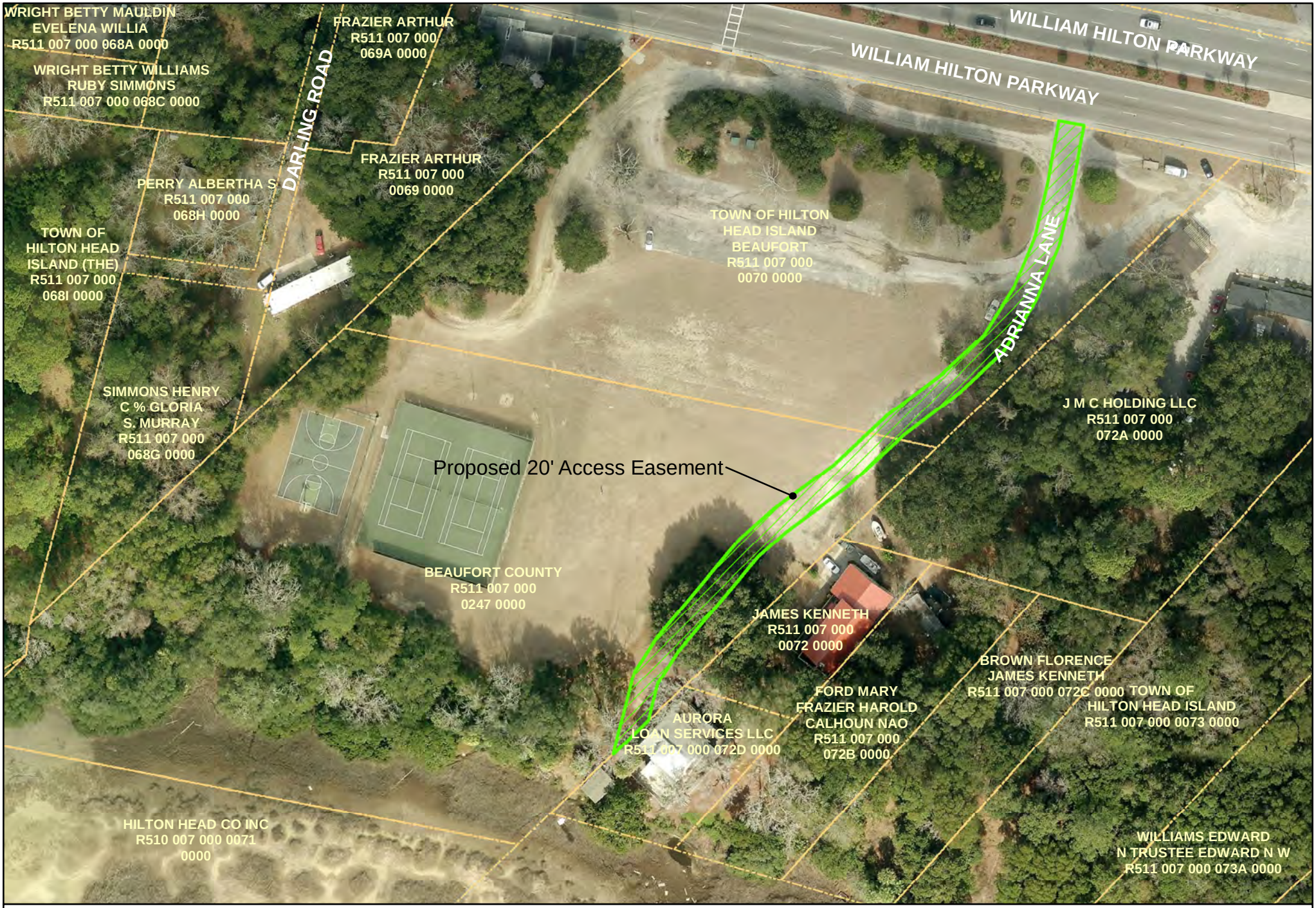
_____ Its:_____

STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (SUPP. 2011)

I, the undersigned Notary Public for the State of _____, do hereby certify that the duly authorized officers of Aurora Loan Services, L. L. C., personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of Aurora Loan Services, L. L. C.

Sworn to and Subscribed before me
on this _____ Day of _____, 2011.

_____
Notary Public for:_____
My Commission Expires:_____



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Proposed Access Easement - Adrianna Lane

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Feet

TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, CM, *Town Manager*
VIA: Charles Cousins, AICP, *Director of Community Development*
VIA: Shawn Colin AICP, *Comprehensive Planning Manager*
FROM: Marcy Benson, *Senior Grants Administrator*
DATE: November 3, 2011
RE: First Reading Proposed Ordinance No. 2011-35 Redistricting Plan #3

RECOMMENDATION

Staff recommends Town Council approve Proposed Ordinance No. 2011-35 to establish the boundaries of the Town of Hilton Head Island's six wards as proposed redistricting plan #3.

SUMMARY

Three preliminary redistricting plans were developed by staff. Using GIS technology and US Department of Justice criteria, which considers equity issues, equal population distribution, changes to existing district boundaries and minority representation, the three attached proposed plans were developed for consideration. Proposed redistricting plans #1 and #2 were reviewed on September 28, 2011 by the Intergovernmental Committee and proposed redistricting plan #3 was reviewed on October 18, 2011 by Town Council. At the October 18, 2011 meeting Town Council selected proposed redistricting plan #3 as the preferred plan for submittal to the US Department of Justice. All proposed plans are required to be reviewed by Town Council and one plan must be adopted by ordinance to be submitted to the US Department of Justice for consideration.

BACKGROUND

As each decennial Census is completed jurisdictions are required to review population and demographic information and determine if adjustments are required for political districts. If adjustments are needed, there are controls in place that attempt to minimize the boundary shifts and disrupt the fewest number of districts as possible. As a result of the 2010 US Census the Town of Hilton Head Island must review and make a recommendation to the US Department of Justice for redistricting.

At the July 11, 2011 special meeting of the Intergovernmental Committee Mr. Bobby Bowers, Director of the Office of Research and Statistics for the State Budget and Control Board, explained the redistricting process, Federal requirements and specific details for each preliminary redistricting plan. During this special meeting the Intergovernmental Committee recommended Town Council adopt the redistricting criteria to develop plans for redistricting.

At its August 2, 2011 meeting Town Council recommended a special Intergovernmental Committee meeting be scheduled to solicit public input on the proposed plans and approved resolution 2011-20 adopting redistricting criteria.

At the September 28, 2011 Intergovernmental Committee special meeting staff presented proposed redistricting plans #1 and #2 for review and comment. Public comments were taken on both plans and Will Roberts of the South Carolina Office of Research and Statistics for the State Budget and Control Board addressed questions concerning the redistricting process. The Intergovernmental Committee voted unanimously to recommend proposed redistricting plan #2 as the preferred plan for Town Council to approve and submit to the US Department of Justice for consideration.

After the September 28, 2011 Intergovernmental Committee meeting a Town Council member suggested exploring slight modifications to proposed redistricting plan #2. Modifications were made that did not adversely affect the statistical counts and the modified plan is proposed redistricting plan #3.

At the October 18, 2011 Town Council meeting proposed redistricting plan #3 was reviewed and comments were solicited. Town Council approved bringing proposed redistricting plan #3 forward to the November 15, 2011 Town Council meeting as the preferred plan to approve via Proposed Ordinance No. 2011-35 for submittal to the US Department of Justice.

All three proposed ordinances related to the redistricting plans are attached to this memo. If Town Council chooses not to approve the recommended proposed redistricting plan #3 one of the other two proposed plans may be selected for submittal to the US Department of Justice.

Proposed Ordinance 2011-35

Proposed Redistricting Plan #3

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2011- **PROPOSED ORDINANCE NO. 2011-35**

AN ORDINANCE TO AMEND SECTION 3-1-210 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO ESTABLISH THE BOUNDARIES OF THE TOWN OF HILTON HEAD ISLAND'S SIX WARDS BY REDISTRICTING OPTION THREE; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina did previously adopt Title 3, Code of the Town of Hilton Head Island, (1983), to provide for municipal elections in accordance with the provisions of Title 5-5-10, et seq., Code of Laws of South Carolina, (1976); and

WHEREAS, the Town Council of the Hilton Head Island, South Carolina finds that the results of the 2010 census show an increase in the population and change in the demographics of certain existing wards within the Town of Hilton Head Island, South Carolina; and

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina finds that in order to comply with the Voting Rights Act of 1965 and all United States Department of Justice Preclearance requirements, the Town of Hilton Head Island, South Carolina must now re-draw the several ward boundaries (redistrict); and

WHEREAS, this Ordinance shall establish, subject to the requirements of the Voting Rights Act of 1965 and all United States Department of Justice Preclearance requirements, the designation of the several ward boundaries.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA; AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAID TOWN COUNCIL THAT:

NOTE: Underlined and bold-face typed portions indicate additions to the Municipal Code. ~~Stricken~~ portions indicate deletions to the Municipal Code.

Section 1. That Section 3-1-210, Code of the Town of Hilton Head Island, shall be amended as follows:

Section 3-1-210. Ward boundaries.

Wards established. There shall be six (6) wards within the town. The boundaries for the six (6) single ward districts shall be as set forth in the following narrative descriptions and on the accompanying map:

~~*(1)* *Ward No. 1.* Beginning at a point, which point is the centerline intersection of Dillon Road and Union Cemetery Road; thence in a southeasterly and southwesterly direction along the centerline of Union Cemetery Road to the centerline intersection of Union Cemetery Road and William Hilton Parkway; thence in a southerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Folly Field Road; thence in an easterly direction along the centerline of Folly Field Road to a point where it intersects an extension of the western boundary line of Hilton Head Beach and Tennis Resort; thence in a southerly and westerly direction along the western boundary of Hilton Head Beach and Tennis Resort to a point where it intersects the northern boundary of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 19A; thence in a southeasterly and southwesterly direction along the boundary line between said Parcel 19A on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point where it intersects the northern boundary of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 20; thence in a southeasterly direction along the boundary line between said Parcel 20 on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point which is the northeastern property corner of Parcel 20 on Beaufort County Tax Map 8; thence in a southerly direction along the eastern boundary of Parcel 20 on Beaufort County Tax Map 8 and continuing in a southerly direction along the eastern boundary of a parcel of land known as Lot 44 of Bradley Memorial Beach Subdivision to a point where an extension of the eastern boundary of the aforementioned Lot 44 of Bradley Memorial Beach Subdivision intersects the centerline of Bradley Beach Road; thence in a northwesterly direction along the centerline of Bradley Beach Road to the centerline intersection of Bradley Beach Road and William Hilton Parkway; thence in a southwesterly direction along the centerline of William Hilton Parkway to a point where it intersects with an extension of the northeastern boundary of the Shelter Cove development; thence in a northwesterly direction along the northeastern boundary of Shelter Cove and an extension of this boundary line to a point where it intersects the southern edge of the waters of Broad Creek; thence in a meandering northeasterly direction along the southern edge of the waters of Broad Creek to a point where it intersects the northern edge of the waters of Broad Creek; thence in a meandering southwesterly direction along the northern edge of the waters of Broad Creek to a point where it meets an extension of the northeastern boundary line of the property of the development known as River Club; thence in a northerly and northwesterly direction along the extended and actual northeastern boundary line of the River Club property to a point where an extension of the boundary line intersects the centerline of Marshland Road; thence in a northeasterly direction along the centerline of Marshland Road to the centerline intersection of Marshland Road and Golden Bear Way; thence in a northerly direction along the centerline of Golden Bear Way to the centerline intersection~~

~~of Golden Bear Way and Indigo Run Drive; thence in a northeasterly direction along the centerline of Indigo Run Drive to the centerline intersection of Indigo Run Drive and Wentworth Place; thence in a southerly direction along the centerline of Wentworth Place to the centerline intersection of Wentworth Place and Sussex Lane; thence in an easterly direction along the centerline of Sussex Lane to the centerline intersection of Sussex Lane and Whitney Place; thence in a northeasterly direction along the centerline of Whitney Place to a point where it intersects the centerline of a major overhead power line; thence in a southeasterly direction along the centerline of the major overhead power line to a point where it intersects the centerline of Victoria Square Crossing; thence in a southerly direction along the centerline of Victoria Square Crossing to the centerline intersection of Victoria Square Crossing and the southernmost leg of Victoria Square Drive; thence in an easterly direction along the centerline of Victoria Square Drive to a point where the centerline turns to the north; thence continuing in a northerly direction along the centerline of Victoria Square Drive to a point where the centerline turns to the east to intersect Leg O'Mutton Road; thence continuing in an easterly direction along the centerline of Victoria Square Drive to the centerline intersection of Victoria Square Drive and Leg O'Mutton Road; thence in a northerly and northwesterly direction along the centerline of Leg O'Mutton Road to the intersection of the centerlines of Leg O'Mutton Road, Indigo Run Drive, and Pembroke Drive; thence in a westerly and northwesterly direction along the centerline of Pembroke Drive to the centerline intersection of Pembroke Drive and William Hilton Parkway; thence in a westerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Wilborn Road; thence in a southwesterly direction along a line which separates 2000 U.S. Census Blocks 1003 and 1030 in Tract 104 to a point where the line intersects the centerline of Sol Blatt Jr. Parkway; thence in a southwesterly and southerly direction along the centerline of Sol Blatt Jr. Parkway to a point where it meets an extension of the centerline of Muddy Creek Court; thence in a westerly direction along the extended and actual centerline of Muddy Creek Court to the centerline intersection of Muddy Creek Court and Muddy Creek Road; thence in a northerly direction along the centerline of Muddy Creek Road to the centerline intersection of Muddy Creek Road and Bryant Road; thence in a westerly and northerly direction along the centerline of Bryant Road to the centerline intersection of Bryant Road and Spanish Wells Road; thence in a westerly direction along the centerline of Spanish Wells Road to a point where it meets the northern boundary line of Spanish Wells Plantation; thence in a northwesterly direction along the northern boundary line of Spanish Wells Plantation and an extension of this boundary line to a point where it intersects the municipal limits of the Town of Hilton Head Island; thence in a northerly direction along the municipal limits of the Town of Hilton Head Island to a point where the municipal limits intersect the mean low water line on the southern shore of a portion of land known as Jenkins~~

~~Island; thence in an irregular easterly direction along the mean low water line of the southern shore of Jenkins Island to the intersection with the southern edge of the right-of-way of U.S. Highway 278; thence in a westerly direction along the southern edge of the right-of-way of U.S. Highway 278 following the municipal limits of the Town of Hilton Head Island to a point where the municipal limits cross the right-of-way; thence in a northeasterly direction following the municipal limits of the Town of Hilton Head Island across the right-of-way of U.S. Highway 278 and along the east side of an unnamed tidal creek to the southern edge of the waters of Skull Creek; thence in an easterly direction along the southern edge of the waters of Skull Creek to the western boundary of a development now or formerly known as "Outdoor Resorts"; thence in a southeasterly, easterly, and northwesterly direction around the property of the development now or formerly known as "Outdoor Resorts" to the southern edge of the waters of Skull Creek; thence in an easterly and northeasterly direction along the southern and eastern edge of the waters of Skull Creek to an extension of the southwestern boundary of Hilton Head Plantation; thence in a southeasterly and southwesterly direction along the extended and actual southwestern boundary of Hilton Head Plantation to the property corner nearest to the intersection of the centerlines of Wilborn Road and Main Street; thence from said property corner in a southwesterly direction to the intersection of the centerlines of Wilborn Road and Main Street; thence in a southeasterly and northeasterly direction along the centerline of Main Street to the centerline intersection of Main Street and Whooping Crane Way; thence in a southeasterly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and William Hilton Parkway; thence in a northeasterly and easterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Dillon Road; thence in a northerly and northeasterly direction along the centerline of Dillon Road to the centerline intersection of Dillon Road and Union Cemetery Road, which point is the point of beginning.~~

~~(2) *Ward No. 2.* Beginning at a point, which point is the intersection of the centerlines of Whooping Crane Way and Main Street; thence in a southwesterly and northwesterly direction along the centerline of Main Street to the centerline intersection of Main Street and Wilborn Road; thence in a northeasterly direction to the property corner of Hilton Head Plantation which is the nearest property corner to the intersection of the centerlines of Main Street and Wilborn Road; thence in a northeasterly and northwesterly direction along the southwestern boundary of Hilton Head Plantation to a point where an extension of the boundary line of Hilton Head Plantation intersects the eastern edge of the waters of Skull Creek; thence in a meandering northerly, easterly and southeasterly direction along the eastern edge of the waters of Skull Creek and~~

~~southern edge of the waters of Port Royal Sound, which line forms the northern shore of Hilton Head Island and the western and northern edges of Hilton Head Plantation, to a point where the southern edge of the waters of Port Royal Sound meets an extension of the northeastern property line of Hilton Head Plantation; thence inland in a southwesterly direction along the extended and actual property line of Hilton Head Plantation to a point where it intersects an extension of the centerline of Pelican Watch Way; thence in a westerly direction along the extended and actual centerline of Pelican Watch Way to the centerline intersection of Pelican Watch Way and Hickory Forest Drive; thence in a northwesterly and southwesterly direction along the centerline of Hickory Forest Drive to the centerline intersection of Hickory Forest Drive and High Bluff Road; thence in a northerly direction along the centerline of High Bluff Road to the northernmost centerline intersection of High Bluff Road and Myrtle Bank Road; thence in a southwesterly direction along the centerline of Myrtle Bank Road to the southernmost centerline intersection of Myrtle Bank Road and High Bluff Road; thence in a westerly direction along the centerline of High Bluff Road to the centerline intersection of High Bluff Road and Whooping Crane Way; thence in a southerly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and Main Street, which point is the point of beginning.~~

~~*(3)* *Ward No. 3.* Beginning at a point, which point is the centerline intersection of Lagoon Road and Pope Avenue; thence in a northwesterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Sea Pines Circle; thence in a clockwise direction along the centerline of Sea Pines Circle to the centerline intersection of Sea Pines Circle and Palmetto Bay Road; thence in a northwesterly direction along the centerline of Palmetto Bay Road to the centerline intersection of Palmetto Bay Road and Point Comfort Road; thence in a southwesterly direction along the centerline of Point Comfort Road to its intersection with an extension of the boundary line of Sea Pines Plantation, said boundary line lying between Sea Olive Road and Sand Fiddler Road; thence in a southerly direction along the extended and actual boundary line of Sea Pines Plantation to an unnamed tidal creek; thence in a meandering westerly direction along the unnamed tidal creek, which forms the northern limit of 2000 U.S. Census Block 3000 in Tract 102, to the eastern edge of the waters of Broad Creek; thence in a westerly direction directly across the waters of Broad Creek to the western edge of the waters of Broad Creek, which is also the low water line of an island known as "Buck Island"; thence in a southwesterly direction along the western edge of the waters of Broad Creek to the mouth of Broad Creek where it meets the eastern edge of the waters of Calibogue Sound; thence in a northeasterly direction along the eastern edge of the waters of Calibogue Sound, which is also the low water line of the island known as "Buck~~

~~Island", and continuing in a northeasterly direction across a cut between Buck Island and Brams Point and along the western low water line of Brams Point, which is also the eastern edge of the waters of Calibogue Sound, to a point where it intersects an extension of the northern boundary line of Spanish Wells Plantation; thence in a southeasterly direction along the extended and actual boundary line of Spanish Wells Plantation to a point where it intersects the centerline of Spanish Wells Road; thence in an easterly direction along the centerline of Spanish Wells Road to the centerline intersection of Spanish Wells Road and Bryant Road; thence in a southerly and easterly direction along the centerline of Bryant Road to the centerline intersection of Bryant Road and Muddy Creek Road; thence in a southerly direction along the centerline of Muddy Creek Road to the centerline intersection of Muddy Creek Road and Muddy Creek Court; thence in an easterly direction along the centerline of Muddy Creek Court and an extension of the centerline of Muddy Creek Court to a point where this extended centerline intersects the centerline of Sol Blatt Jr. Parkway; thence in a northerly and northeasterly direction along the centerline of Sol Blatt Jr. Parkway to a point where it intersects the line which separates 2000 U.S. Census Blocks 1003 and 1030 in Tract 104; thence in a northeasterly direction along the line which separates 2000 U.S. Census Blocks 1003 and 1030 in Tract 104 to a point at the centerline intersection of Wilborn Road and William Hilton Parkway; thence in an easterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Pembroke Drive; thence in a southerly and easterly direction along the centerline of Pembroke Drive to the centerline intersection of Pembroke Drive, Indigo Run Drive, and Leg O'Mutton Road; thence in an easterly and southerly direction along the centerline of Leg O'Mutton Road to the centerline intersection of Leg O'Mutton Road and Victoria Square Drive; thence in a westerly direction along the centerline of Victoria Square Drive to a point where it turns south; thence in a southerly direction along the centerline of the southern leg of Victoria Square Drive to a point where it turns west; thence in a westerly direction along the centerline of the southern leg of Victoria Square Drive to the centerline intersection of Victoria Square Drive and Victoria Square Crossing; thence in a northerly direction along the centerline of Victoria Square Crossing to a point where it intersects with the centerline of a major overhead power line; thence in a northwesterly direction along the centerline of the major overhead power line to a point where it intersects with the centerline of Whitney Place; thence in a southwesterly direction along the centerline of Whitney Place to the centerline intersection of Whitney Place and Sussex Lane; thence in a westerly direction along the centerline of Sussex Lane to the centerline intersection of Sussex Lane and Wentworth Place; thence in a northerly direction along the centerline of Wentworth Place to the centerline intersection of Wentworth Place and Indigo Run Drive; thence in a southwesterly direction along the centerline of Indigo Run Drive to the centerline intersection of Indigo Run Drive and~~

~~Golden Bear Way; thence in a southerly direction along the centerline of Golden Bear Way to the centerline intersection of Golden Bear Way and Marshland Road; thence in a southwesterly direction along the centerline of Marshland Road to a point where it intersects with an extension of the northeastern boundary line of a development known as River Club; thence in a southeasterly and southerly direction along the extended and actual northeastern boundary line of River Club to a point where an extension of the boundary line intersects the northern edge of the waters of Broad Creek; thence in a southeasterly direction across the waters of Broad Creek to a point on the southern edge of the waters of Broad Creek where this southern edge intersects with an extension of the boundary line which separates the Shelter Cove and Yacht Cove developments; thence in a southeasterly direction along the extended and actual boundary line which separates the Shelter Cove and Yacht Cove developments to a point which is the northernmost property corner in the Bellhaven Way subdivision; thence in a southwesterly direction along the northwestern boundary line of the Bellhaven Way subdivision and the northwestern boundary line of the Wyndemere development to a point where this boundary line intersects the northeastern boundary of Long Cove Club; thence in a southeasterly direction along the northeastern boundary of Long Cove Club to a point where it intersects the centerline of Marina Side Drive; thence in a southerly, southwesterly and southeasterly direction along the centerline of Marina Side Drive to the westernmost centerline intersection of Marina Side Drive and William Hilton Parkway; thence in a southwesterly direction along the centerline of William Hilton Parkway to a point where it intersects an extension of the boundary line which separates Shipyard and Palmetto Dunes developments; thence in a southeasterly direction along the extended and actual boundary line between Shipyard and Palmetto Dunes developments to a point where the boundary line becomes adjacent to the centerline of Shipyard Drive; thence from this point in a southwesterly direction to and along the centerline of Shipyard Drive to the centerline intersection of Shipyard Drive and Barcelona Drive; thence in a southerly and southwesterly direction along the centerline of Barcelona Drive to a point where it intersects the property line of a development known as Brigantine Quarters; thence in a southeasterly direction along the property line of Brigantine Quarters to a point where it intersects the boundary line between Shipyard development and North Forest Beach Subdivision; thence in a southwesterly direction along the boundary line between Shipyard development and North Forest Beach Subdivision to a point where it intersects the right-of-way of Lagoon Road and the right-of-way of Ibis Street; thence in a southwesterly direction to the centerline intersection of Lagoon Road and Ibis Street; thence in a southwesterly direction along the centerline of Lagoon Road to the centerline intersection of Lagoon Road and Pope Avenue, which point is the point of beginning.~~

~~*(4)* W*ard No. 4.* Beginning at a point, which point is the centerline intersection of Pope Avenue and Lagoon Road; thence in a northeasterly direction along the centerline of Lagoon Road to the centerline intersection of Lagoon Road and Ibis Street; thence in a northeasterly direction to the intersection of the northern right-of-way of Lagoon Road, the northeastern right-of-way of Ibis Street and the boundary line between Shipyard development and North Forest Beach Subdivision; thence in a northeasterly direction along the boundary line between Shipyard development and North Forest Beach Subdivision to a point where it meets the southeastern property corner of a development known as Brigantine Quarters; thence in a northwesterly direction along the property line of Brigantine Quarters to a point where it intersects the centerline of Barcelona Drive; thence in a northeasterly and northerly direction along the centerline of Barcelona Drive to the centerline intersection of Barcelona Drive and Shipyard Drive; thence in a northeasterly direction along the centerline of Shipyard Drive to a point where the centerline turns to the southwest and becomes adjacent to the boundary line between Shipyard and Palmetto Dunes developments; thence in a northeasterly and northwesterly direction to and along the boundary line between Shipyard and Palmetto Dunes developments to a point where an extension of this boundary line intersects the centerline of William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to the most southwestern centerline intersection of William Hilton Parkway and Marina Side Drive; thence in a northwesterly and northeasterly direction along the centerline of Marina Side Drive to a point where it intersects the northeastern boundary line of Long Cove Club; thence in a northwesterly direction along the northeastern boundary line of Long Cove Club to a point where it intersects the northwestern boundary line of Wyndemere development; thence in a northeasterly direction along the northwestern boundary line of Wyndemere development and the northwestern boundary line of the Bellhaven Way subdivision to a point which intersects the southwestern boundary line of Shelter Cove, said point being the northernmost property corner of the Bellhaven Way subdivision; thence in a northwesterly direction along the southwestern boundary line of Shelter Cove, which line separates Shelter Cove and Long Cove developments, to a point where an extension of this boundary line intersects the southern edge of the waters of Broad Creek; thence in a meandering northeasterly direction along the southern edge of the waters of Broad Creek to a point where this edge intersects with an extension of the northeastern boundary line of Shelter Cove development; thence in a southeasterly direction along the extended and actual northeastern boundary of Shelter Cove development to a point where it intersects the centerline of William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Bradley Beach Road; thence in a southeasterly direction along the centerline of Bradley Beach Road to a point where it~~

~~intersects an extension of the southeastern property line of a parcel of land known as Lot 44 of Bradley Memorial Beach Subdivision; thence in a northerly direction along the extended and actual eastern boundary of the aforementioned Lot 44 of Bradley Memorial Beach Subdivision and continuing in a northerly direction along the eastern boundary of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 20 to a point where it intersects the southern boundary of the property of the Hilton Head Beach and Tennis Resort, said point being the most northeastern property corner of the aforementioned Parcel 20 on Beaufort County Tax Map 8; thence in a northwesterly direction along the boundary line which separates Parcel 20 on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point where the boundary of Hilton Head Beach and Tennis Resort turns to the northeast, said point also being the most southeastern property corner of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 19A; thence in a northeasterly and northwesterly direction along the boundary line which separates the aforementioned Parcel 19A on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point where the boundary line of Hilton Head Beach and Tennis Resort turns to the north, said point also being the southernmost property corner of a parcel of land designated on Beaufort County Tax Map 9 as Parcel 1000; thence in a northerly and easterly direction along the boundary which separates the aforementioned Parcel 1000 on Beaufort County Tax Map 9 and the property of Hilton Head Beach and Tennis Resort to a point where an extension of this boundary line intersects with the centerline of Folly Field Road; thence in a westerly direction along the centerline of Folly Field Road to the centerline intersection of Folly Field Road and William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to a point where it intersects with an extension of the boundary line which separates Port Royal Plantation and the Barony Woods development; thence in a southeasterly direction along the extended and actual boundary line which separates Port Royal Plantation and the Barony Woods development and also separates Port Royal Plantation and the Stones Throw development to a point where this boundary line turns to the northeast; thence in a northeasterly direction along the boundary line which separates Port Royal Plantation and the Stones Throw development and also separates Port Royal Plantation and the Fiddlers Cove development to a point where it intersects the boundary line of the Links at Port Royal development, said point being the most southwestern property corner of the Links at Port Royal development; thence meandering in a northeasterly, southeasterly, northeasterly, and northwesterly direction along the boundary line which separates the Links at Port Royal development and the Fiddlers Cove development and also separates the Links at Port Royal development and the Ocean Palms development to a point where the boundary line of the Ocean Palms development turns to the northeast and is no longer a common boundary with the Links at Port Royal; thence in a northeasterly~~

~~direction along the boundary line which separates Port Royal Plantation on the northwest from the Ocean Palms, the Royal Dunes, and the Port Royal Tennis Village developments on the southeast and continuing along an extension of this boundary line to a point where it intersects the centerline of Grasslawn Avenue; thence in a southeasterly direction along the centerline of Grasslawn Avenue to a point which is closest to the most northwestern corner of the property of the Westin Hotel; thence in a southeasterly direction to the most northwestern property corner of the property of the Westin Hotel; thence in a southeasterly direction along the southwestern boundary of the property of the Westin Hotel to a point where an extension of this boundary line intersects with the mean low water line of the Atlantic Ocean; thence in a southwesterly direction along the mean low water line of the Atlantic Ocean to a point where it intersects an extension of the boundary line between Sea Pines development and South Forest Beach Subdivision; thence in a northerly direction along the extended and actual boundary line between Sea Pines development and South Forest Beach Subdivision to a point where an extension of this boundary line intersects with the centerline of South Forest Beach Drive; thence in a westerly direction along the centerline of South Forest Beach Drive to the centerline intersection of South Forest Beach Drive and Cordillo Parkway; thence in a northeasterly direction along the centerline of Cordillo Parkway to the centerline intersection of Cordillo Parkway and Pope Avenue; thence in a southeasterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Lagoon Road, which point is the point of beginning.~~

~~(5) *Ward No. 5.* Beginning at a point, which point is the centerline intersection of Pope Avenue and Cordillo Parkway; thence in a southwesterly direction along the centerline of Cordillo Parkway to the centerline intersection of Cordillo Parkway and South Forest Beach Drive; thence in a southeasterly direction along the centerline of South Forest Beach Drive to a point where it intersects with an extension of the boundary line between Sea Pines development and South Forest Beach Subdivision; thence in a southeasterly direction along the extended and actual boundary line between Sea Pines development and South Forest Beach Subdivision to a point where an extension of this boundary line intersects with the mean low water line of the Atlantic Ocean; thence in a southwesterly, northwesterly and northeasterly direction along the mean low water line of the Atlantic Ocean and Calibogue Sound to the mouth of Braddocks Cove; thence in a northeasterly direction along the southern edge of the waters of Calibogue Sound and the southern edge of the waters of Broad Creek to a point at the mouth of an unnamed tidal creek opposite Buck Island, which unnamed tidal creek forms the northern limit of 2000 U.S. Census Block 3000 in Tract 102; thence in a meandering easterly direction along the unnamed tidal creek which also is the northern boundary of 2000 U.S. Census Block 3000~~

~~in Tract 102 to a point where it intersects with an extension of the Sea Pines development boundary line, said boundary line lying between Sea Olive Road and Sand Fiddler Road; thence in a northerly direction along the extended and actual boundary line of Sea Pines development to a point where an extension of this boundary line intersects the centerline of Point Comfort Road; thence in a northeasterly direction along the centerline of Point Comfort Road to the centerline intersection of Point Comfort Road and Palmetto Bay Road; thence in a southeasterly direction along the centerline of Palmetto Bay Road to the centerline intersection of Palmetto Bay Road and Sea Pines Circle; thence in a counter-clockwise direction along the centerline of Sea Pines Circle to the centerline intersection of Sea Pines Circle and Pope Avenue; thence in a southeasterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Cordillo Parkway, which point is the point of beginning.~~

~~*(5)* *Ward No. 6.* Beginning at a point, which point is the intersection of the centerline of William Hilton Parkway and Union Cemetery Road; thence in a northeasterly and northwesterly direction along the centerline of Union Cemetery Road to the centerline intersection of Union Cemetery Road and Dillon Road; thence in a southwesterly direction along the centerline of Dillon Road to the centerline intersection of Dillon Road and William Hilton Parkway; thence in a westerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Whooping Crane Way; thence in a northerly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and High Bluff Road; thence in an easterly direction along the centerline of High Bluff Road to the southernmost centerline intersection of High Bluff Road and Myrtle Bank Road; thence in northerly and northeasterly direction along the centerline of Myrtle Bank Road to the northernmost centerline intersection of Myrtle Bank Road and High Bluff Road; thence in a southerly direction along the centerline of High Bluff Road to the centerline intersection of High Bluff Road and Hickory Forest Drive; thence in a northeasterly and southeasterly direction along the centerline of Hickory Forest Drive to the centerline intersection of Hickory Forest Drive and Pelican Watch Way; thence in a northeasterly and easterly direction along the centerline of Pelican Watch Way to a point where an extension of this centerline intersects the eastern boundary line of Hilton Head Plantation; thence in a northeasterly direction along the eastern boundary line of Hilton Head Plantation to a point where an extension of this boundary line intersects with the mean low water line of the southern edge of the waters of Port Royal Sound; thence in a southeasterly, southerly and southwesterly direction along the mean low water line of the southern edge of the waters of Port Royal Sound and the western edge of the waters of the Atlantic Ocean to a point where the mean low water line of the western edge of the waters of~~

~~the Atlantic Ocean intersects with an extension of the southwest boundary line of the property of the Westin Hotel; thence in a northwesterly direction along the extended and actual southwest boundary line of the property of the Westin Hotel to a point which is the most northwestern property corner of the property of the Westin Hotel; thence in a northwesterly direction to the point on the centerline of Grasslawn Avenue which is closest to the aforementioned northwest property corner of the property of the Westin Hotel; thence in a northwesterly direction along the centerline of Grasslawn Avenue to a point where it intersects an extension of the boundary line which separates Port Royal Plantation and Port Royal Tennis Village; thence in a southwesterly direction along the boundary line which separates Port Royal Plantation on the northwest from the Port Royal Tennis Village, Royal Dunes, and Ocean Palms developments on the southeast to a point where it intersects the boundary of the property of the Links at Port Royal development; thence meandering in a southeasterly, southwesterly, northwesterly and southwesterly direction along the boundary line which separate the Links at Port Royal development from the Ocean Palms development and also separates the Links at Port Royal development from the Fiddlers Cove development to a point which is the most southwestern property corner of the Links at Port Royal development; thence in a southwesterly direction along the boundary line which separates Port Royal Plantation on the northwest from the Fiddlers Cove and Stones Throw developments on the southeast to a point where the boundary line turns to the northwest; thence in a northwesterly direction along the boundary line which separates Port Royal Plantation on the northeast from the Stones Throw and Barony Woods developments on the southwest and continuing in a northwesterly direction along an extension of this boundary line to a point where this extension intersects with the centerline of William Hilton Parkway; thence in a northerly and northwesterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Union Cemetery Road, which point is the point of beginning.~~

(1) ***Ward No. 1.*** **Beginning at a point, said point being the intersection of the centerlines of William Hilton Parkway and Folly Field Road; thence in a northerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Union Cemetery Road; thence in a northeasterly and northwesterly direction along the centerline of Union Cemetery Road to the centerline intersection of Union Cemetery Road and Dillon Road; thence in a northeasterly direction along the centerline of Dillon Road to a point where it intersects an extension of the property line between Beaufort County Tax Parcel 1034 on Tax Map 9 owned now or formerly by the Town Of Hilton Head Island and Beaufort County Tax Parcel 1090 on Tax Map 9 owned now or formerly by Gerald Doe; thence in a northwesterly direction along the extended and actual property line between said Parcels 1034 and 1090 and continuing in a generally northward direction along the eastern boundary of Parcel 1034 which is also the northern most or**

western most boundary line of Beaufort County Tax Parcels 2B, on Tax Map 9 and Tax Parcels 24A, 236, 235, 22A, 197, 22, 283, 20B, and 304 on Tax Map 5 to the northern most property corner of Beaufort County Tax Parcel 1034 which is also the eastern most corner of Beaufort County Tax Parcel 280 on Tax Map 5 and is owned now or formerly by the Adrienne Carter; thence in a northwesterly direction along the northeastern most property line of Beaufort County Tax Parcel 280 on Tax Map 5 to a point at the northern most property corner of Tax Parcel 280, said point also being the intersection with the Hilton Head Airport Property owned now or formerly by Beaufort County and designated as Beaufort County Tax Parcel 85 on Tax Map 8; thence in a northeasterly direction along a property line bounded on the northwest by lands of the Hilton Head Airport being Beaufort County Tax Parcel 85 on Tax Map 8 and bounded on the southeast by Beaufort County Tax Parcels 304 and 284 on Tax Map 5 and along an extension of this property line to the intersection with the centerline of Dillon Road; thence in a northwesterly direction along the centerline of Dillon Road to the centerline intersection of Dillon Road and Beach City Road; thence in a southwesterly direction along the centerline of Beach City Road to the centerline intersection of Beach City Road and Hospital Center Boulevard; thence in a northwesterly direction along the centerline of Hospital Center Boulevard to the centerline intersection of Hospital Center Boulevard and Main Street; thence in a southwesterly direction along the centerline of Main Street to the centerline intersection of Main Street and Whooping Crane Way; thence in a southwesterly and northwesterly direction along the centerline of Main Street to the centerline intersection of Main Street and Wilborn Road; thence in a northeasterly direction along the centerline of Wilborn Road to the centerline intersection of Wilborn Road and School Road; thence in a northwesterly and westerly direction along the centerline of School Road to the centerline intersection of School Road and Gum Tree Road; thence in a northwesterly direction along the centerline of Gum Tree Road to the centerline intersection of Gum Tree Road and Squire Pope Road; thence in a northeasterly direction along the centerline of Squire Pope Road to the centerline intersection of Squire Pope Road and Squiresgate Road; thence in a northerly direction to a point on the northwestern most edge of the right-of-way of Squire Pope Road, said point being the easternmost corner of a property owned now or formerly by Hilton Head Boathouse, LLC and designated as Beaufort County Tax Parcel 1B on Tax Map 3; thence in a northwesterly direction along the northeastern most boundary of the property owned now or formerly by Hilton Head Boathouse, LLC and designated as Beaufort County Tax Parcel 1B on Tax Map 3 to a point where the boundary line intersects the low water line of Skull Creek; thence in a northwesterly direction into Skull Creek along the northeastern most boundary of 2010 U.S. Census Block 2001 in Tract 105, the northern most boundary of 2010 U.S. Census Block 2003 in Tract 105 and the northern most boundary of 2010 U.S. Census Block 2010 in Tract 105 to a point where it intersects the mean low water line on the eastern shore of Pinckney Island which is also the boundary line of the Municipal Limits of the Town of Hilton Head Island; thence in a southwesterly direction along the mean low water line on the eastern and southeastern shore of Pinckney Island to a point where it intersects a five

mile arc around the Municipal Limits of the Town of Bluffton as these Municipal Limits existed in the year 1984; thence in southerly direction across Skull Creek and along the aforementioned five mile arc around the 1984 Municipal Limits of the Town of Bluffton to a point where this arc intersects the mean low water line on the southern edge of Skull Creek; thence in a westerly direction along the mean low water line on the southern edge of Skull Creek, across the mouth of an unnamed creek, and continuing along the southern edge of Skull Creek to a point where the mean low water line intersects an extension of the center line of Jenkins Road; thence in a southeasterly direction along the extended and actual centerline of Jenkins Road to a point where the centerline intersects with an extension of the southernmost boundary line of a development known now or formerly as the Outdoor Resorts RV Resort and Yacht Club; thence in a westerly direction along the extended and actual southernmost boundary of the development known now or formerly as the Outdoor Resorts RV Resort and Yacht Club to a point where the boundary angles sharply to the northwest; thence in a northwesterly direction along the southwesterly boundary of the development known now or formerly as the Outdoor Resorts RV Resort and Yacht Club and an extension of this boundary to a point where it intersects with the mean high water line of an unnamed tidal creek on the northern side of Jenkins Island; thence in a southwesterly direction along the mean high water line of the unnamed tidal creek on the northern side of Jenkins Island, said line also being the Municipal Limits of the Town of Hilton Head Island, to a point where it intersects with the northeastern edge of the right-of-way of William Hilton Parkway; thence in a southwesterly direction across the right-of-way of William Hilton Parkway and along the line of the Municipal Limits of the Town of Hilton Head Island to a point that intersects the southwestern edge of the right-of-way of William Hilton Parkway; thence in a southeasterly and easterly direction along the southwestern and southern edge of the right-of-way of William Hilton Parkway, which is also the northern boundary of the Windmill Harbor development, to a point at the northeastern most corner of the Windmill Harbor development, said point being the northeastern most corner of a property known now or formerly as Lot 11, Windmill Harbor and designated now or formerly as Beaufort County Tax Parcel 11 on Tax Map 6A; thence in a southeasterly direction to the point on the mean high water line on the southern shore of Jenkins Island that is closest to the northeastern most corner of Lot 11, Windmill Harbor; thence in an irregular northerly and westerly direction along the mean high water line of the southern shore of Jenkins Island to a point where it intersects a five mile arc around the Municipal Limits of the Town of Bluffton as these Municipal Limits existed in the year 1984; thence in a southerly direction along the aforementioned five mile arc around the 1984 Municipal Limits of the Town of Bluffton to a point where this arc intersects an extension of the centerline of Old House Creek; thence in an easterly direction along the extended and actual centerline of Old House Creek to a point where it intersects an extension of the centerline of Sterling Pointe Drive; thence in a southerly direction along the extended and actual centerline of Sterling Point Drive to the centerline intersection of Sterling Pointe Drive and Oakview Road; thence in a westerly direction along the centerline of Oakview Road to a point where

Oakview Road angles to the south; thence in a southerly direction along the centerline of Oakview Road to the centerline intersection of Oakview Road and Spanish Wells Road; thence in a southwesterly direction along the centerline of Spanish Wells Road to the centerline intersection of Spanish Wells Road and Bryant Road; thence in a southerly direction along the centerline of Bryant Road to a point where it angles to the northeast; thence in a northeasterly direction along the centerline of Bryant Road to the centerline intersection of Bryant Road and Muddy Creek Road; thence in a southerly direction along the centerline of Muddy Creek Road to a point where it intersects an extension of the northern property line of a parcel of land designated as Beaufort County Tax Parcel 40J on Tax Map 10, said parcel owned now or formerly by Marc Torin; thence in an easterly direction along the extended property line of the parcel of land designated as Beaufort County Tax Parcel 40J on Tax Map 10 to its northwestern most corner; thence in an easterly direction along the northern most property line of the parcel of land designated as Beaufort County Tax Parcel 40J on Tax Map 10 and an extension to the east of that property line to a point where it intersects the centerline of the southbound lane of the Sol Blatt Jr. Parkway; thence in a southerly direction along the centerline of the southbound lane of the Sol Blatt Jr. Parkway to a point approximately 140 feet south of the toll booths on Sol Blatt Jr. Parkway; thence in an easterly direction to a point on the centerline of the northbound lane of Sol Blatt Jr. Parkway that is approximately 140 feet south of the toll booths, said point also being a corner of Ward Four; thence in a northerly and northeasterly direction along the centerline of the northbound lane of Sol Blatt Jr. Parkway to the centerline intersection of the northbound lane of Sol Blatt Jr. Parkway and the centerline of the westbound lane of William Hilton Parkway; thence in an easterly direction along the centerline of the westbound land of William Hilton Parkway to the centerline intersection of the westbound land of William Hilton Parkway and Gardner Drive; thence in a southerly and westerly direction along the centerline of Gardner Drive to the centerline intersection of Gardner Drive and Leg O' Mutton Road; thence in a southerly direction along the centerline of Leg O' Mutton Road to the centerline intersection of Leg O' Mutton Road and Marshland Road; thence in a southwesterly direction along the centerline of Marshland Road to a point where the centerline intersects an extension of the boundary line of the Indigo Run development, said point being approximately 300 feet to the northeast of the centerline intersection of Marshland Road and Evelina Road; thence in a northwesterly direction along the extended and actual boundary of the Indigo Run development to a point where the boundary line angles to the southwest, said point also being the northeastern most corner of property owned now or formerly by Earl and Brenda Mitchell; thence in a southwesterly direction along the boundary of the Indigo Run development to a point where it intersects the northern edge of the right of way of Marshland Road; thence in a southwesterly direction to the centerline intersection of Marshland Road and Dianahs Drive; thence in a southerly direction along the centerline of Dianahs Drive to a point where an extension of the centerline of Dianahs Drive intersects the centerline of a tidal creek on the north side of Broad Creek; thence in a southerly and southeasterly direction along the

centerline of the tidal creek to a point where it intersects the centerline of Broad Creek; thence in an easterly direction along the centerline of Broad Creek to a point where it intersects an extension of the property line formed by the northeastern boundary of Palmetto Dunes development and property now or formerly owned by the Town of Hilton Head Island; thence along the extended and actual property line formed by the northeastern boundary of Palmetto Dunes development and property now or formerly owned by the Town of Hilton Head Island to a point where an extension of this property line intersects with the centerline of William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Folly Field Road, said point being the point of beginning.

(2) ***Ward No. 2.*** **Beginning at a point, said point being the centerline intersection of Main Street and Wilborn Road; thence in a northeasterly direction along the centerline of Wilborn Road to the centerline intersection of Wilborn Road and School Road; thence in a northwesterly and westerly direction along the centerline of School Road to the centerline intersection of School Road and Gum Tree Road; thence in a northwesterly direction along the centerline of Gum Tree Road to the centerline intersection of Gum Tree Road and Squire Pope Road; thence in a northeasterly direction along the centerline of Squire Pope Road to the centerline intersection of Squire Pope Road and Squiresgate Road; thence in a northerly direction to a point on the northwestern most edge of the right-of-way of Squire Pope Road, said point being the easternmost corner of a property owned now or formerly by Hilton Head Boathouse, LLC and designated as Beaufort County Tax Parcel 1B on Tax Map 3; thence in a northwesterly direction along the northeastern most boundary of the property owned now or formerly by Hilton Head Boathouse, LLC and designated as Beaufort County Tax Parcel 1B on Tax Map 3 to a point where the boundary line intersects the low water line of Skull Creek; thence in a northwesterly direction into Skull Creek along the northeastern most boundary of 2010 U.S. Census Block 2001 in Tract 105, the northern most boundary of 2010 U.S. Census Block 2003 in Tract 105 and the northern most boundary of 2010 U.S. Census Block 2010 in Tract 105 to a point where it intersects the mean low water line on the eastern shore of Pinckney Island which is also the boundary line of the Municipal Limits of the Town of Hilton Head Island; thence in a northeasterly direction along the mean low water line of the eastern shore of Pinckney Island to Port Royal Sound; thence, in a northeasterly direction to a marine navigation mark, now or formerly known as R "4" (32 degrees 16 minutes 23 seconds north latitude, 80 degrees 44 minutes 10 seconds west longitude); thence, in an easterly direction to a marine navigation mark known as R "2" bell (32 degrees 16 minutes 23 seconds north latitude, 80 degrees 42 minutes 23 seconds west longitude); thence, in an east southeasterly direction toward a marine navigation mark, now or formerly known as "25" QK FL bell (32 degrees 15 minutes 37 seconds north latitude, 80 degrees 39 minutes 32 seconds west longitude) to a point on that line where it intersects with an extension of the boundary line of the Hilton Head Plantation development; thence in a southwesterly direction along the extended**

and the actual boundary of the Hilton Head Plantation development to a point, said point being the southernmost corner of a property known as Lot 1, Portion of Parcel A, Pelican Watch Way, owned now or formerly by Parcel A, LLC and designated as Beaufort County Tax Parcel 362 on Tax Map 4; thence in a northwesterly direction along the southwestern most property line of the aforementioned Lot 1 to a point where the extension of this line intersects with the centerline of Pelican Watch Way; thence in a northwesterly, westerly and southwesterly direction along the centerline of Pelican Watch Way to the centerline intersection of Pelican Watch Way and Hickory Forest Drive; thence in a northwesterly and westerly direction along the centerline of Hickory Forest Drive to the centerline intersection of Hickory Forest Drive and High Bluff Road; thence in a northerly direction along the centerline of High Bluff Road to the northern most centerline intersection of High Bluff Road and Myrtle Bank Road; thence in a southwesterly and southerly direction along the centerline of Myrtle Bank Road to the southernmost centerline intersection of Myrtle Bank Road and High Bluff Road; thence in a westerly direction along the centerline of High Bluff Road to the centerline intersection of High Bluff Road and Whooping Crane Way; thence in a southerly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and Headlands Drive; thence in a westerly and northwesterly direction along the centerline of Headlands Drive to the centerline intersection of Headlands Drive and Twisted Oak Court; thence in a southwesterly direction along the centerline and an extension of the centerline of Twisted Oak Court to a point where it intersects the boundary line of the Hilton Head Plantation development; thence in an southeasterly direction along the boundary line of the Hilton Head Plantation development to a point where the boundary line angles sharply to the southwest; thence in a southwesterly direction along the boundary line of the Hilton Head Plantation development to the corner of the Hilton Head Plantation development that is closest to the intersection of the centerlines of Main Street and Wilborn Road; thence in a westerly direction to a point at the centerline intersection of Main Street and Wilborn Road, said point being the point of beginning.

(3) ***Ward No. 3.*** **Beginning at a point, said point being the intersection of the centerlines of Lagoon Road and Pope Avenue; thence in a northwesterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Sea Pines Circle; thence in a counterclockwise direction along the centerline of Sea Pines Circle to the centerline intersection of Sea Pines Circle and Palmetto Bay Road; thence in a northwesterly direction along the centerline of Palmetto Bay Road to the centerline intersection of Palmetto Bay Road and Point Comfort Road; thence in a southwesterly direction along the centerline of Point Comfort Road to its intersection with an extension of the property line of Sea Pines, said property line lying between Sea Olive Road and Sand Fiddler Road; thence in a southerly direction along the extended and actual property line of Sea Pines to the intersection with the centerline of an unnamed tidal creek; thence in a meandering westerly direction along the centerline of the unnamed tidal creek to a point at the mouth of the unnamed**

tidal creek, said point also being the northeast corner of 2011 U.S. Census Block 2027, Tract 102; thence in a westerly direction along the extended centerline of the unnamed tidal creek which line is also the northern edge of 2011 U.S. Census Block 2027, Tract 102 to a point where it intersects the centerline of Broad Creek, said point also being the northwestern most corner of 2011 U.S. Census Block 2027, Tract 102; thence in a southwesterly direction along the centerline of Broad Creek to a point at the center of the mouth of Broad Creek; thence in a westerly direction into Calibogue Sound to the northeastern most corner of 2011 U.S. Census Block 1015 in Tract 102; thence in a westerly direction along the northern edges of 2011 U.S. Census Block 1015 in Tract 102 and 2011 U.S. Census Block 2000 in Tract 101 to a point on the boundary of the Municipal Limits of the Town of Hilton Head Island, said point being the northwestern most corner of 2011 U.S. Census Block 2000 in Tract 101; thence in a northerly direction along the boundary of the Municipal Limits of the Town of Hilton Head Island to a marine navigation mark, now or formerly known as FL R "32" (32 degrees 02 minutes 57 seconds north latitude, 80 degrees 49 minutes 44 seconds west longitude); thence continuing up Calibogue Sound in a northeasterly direction along the boundary of the Municipal Limits of the Town of Hilton Head Island to a marine navigation mark, now or formerly known as R "30" (32 degrees 10 minutes 0 seconds north latitude, 80 degrees 48 minutes 35 seconds west longitude); thence in a northeasterly direction along the boundary of the Municipal Limits of the Town of Hilton Head Island to a point where that boundary intersects with the extension of the centerline of Old House Creek; thence in an easterly direction along the extended and actual centerline of Old House Creek to a point where it intersects an extension of the centerline of Sterling Pointe Drive; thence in a southerly direction along the extended and actual centerline of Sterling Point Drive to the centerline intersection of Sterling Pointe Drive and Oakview Road; thence in a westerly direction along the centerline of Oakview Road to a point where Oakview Road angles to the south; thence in a southerly direction along the centerline of Oakview Road to the centerline intersection of Oakview Road and Spanish Wells Road; thence in a southwesterly direction along the centerline of Spanish Wells Road to the centerline intersection of Spanish Wells Road and Bryant Road; thence in a southerly direction along the centerline of Bryant Road to a point where it angles to the northeast; thence in a northeasterly direction along the centerline of Bryant Road to the centerline intersection of Bryant Road and Muddy Creek Road; thence in a southerly direction along the centerline of Muddy Creek Road to a point where it intersects an extension of the northern property line of a parcel of land designated as Beaufort County Tax Parcel 40J on Tax Map 10, said parcel owned now or formerly by Marc Torin; thence in an easterly direction to the northwestern most corner of the parcel of land designated as Beaufort County Tax Parcel 40J on Tax Map 10; thence in an easterly direction along the northern most property line of the parcel of land designated as Beaufort County Tax Parcel 40J on Tax Map 10 and an extension of that property line to the east to a point where it intersects the centerline of the southbound lane of the Sol Blatt Jr. Parkway; thence in a southerly direction along the centerline of the southbound lane of the Sol Blatt Jr. Parkway to a

point approximately 140 feet south of the toll booths on Sol Blatt Jr. Parkway; thence in an easterly direction to a point on the centerline of the northbound lane of Sol Blatt Jr. Parkway that is approximately 140 feet south of the toll booths, said point also being a corner of Ward Four; thence in an easterly direction to a point at the centerline intersection of Marshland Road and Formosa Lane; thence in a northeasterly direction along the centerline of Marshland Road to the centerline intersection of Marshland Road and Tidewater Manor; thence in a southeasterly and northeasterly direction along the centerline of Tidewater Manor to a point where it intersects an extension of the property line between Lot 1, Tidewater Landing and Lot 2, Tidewater Landing; thence in a southeasterly direction along the extended and the actual property line between Lot 1, Tidewater Landing and Lot 2, Tidewater Landing to a point where an extension of this property line intersects the centerline of Broad Creek; thence in an easterly direction along the centerline of Broad Creek to a point at the intersection of the centerline of Broad Creek and the centerline of an unnamed creek that leads to Shelter Cove; thence in a southeasterly and easterly direction along the centerline of the unnamed creek that passes around the northern and eastern side of the Disney Vacation Club at Shelter Cove and continues southeasterly to a point where it intersects the centerline of William Hilton Parkway; thence in a southwesterly direction along the centerline of William Hilton Parkway to a point where it intersects an extension of the boundary line between the Shipyard and Palmetto Dunes developments; thence in a southeasterly direction along the extended and actual boundary between the Shipyard and Palmetto Dunes developments to a point adjacent to a 90 degree turn in the centerline of Shipyard Drive; thence in a southwesterly direction to a point on the centerline of Shipyard Drive where it makes the 90 degree turn; thence in a southwesterly direction along the centerline of Shipyard Drive to the centerline intersection of Shipyard Drive and Barcelona Drive; thence in a southerly and southwesterly direction along the centerline of Barcelona Drive to a point where it intersects the eastern most property line of Brigantine Quarters; thence in a southeasterly direction along the eastern most property line of Brigantine Quarters to a point at the southeastern most corner of Brigantine Quarters; thence in a southwesterly direction along the boundary between Shipyard development and North Forest Beach subdivision to the intersection of the boundary between Shipyard development and North Forest Beach subdivision, the northeastern right-of-way of Ibis Street and the northern right-of-way of Lagoon Road; thence in a southwesterly direction to the centerline intersection of Ibis Street and Lagoon Road; thence in a southwesterly direction along the centerline of Lagoon Road to a point at the centerline intersection of Lagoon Road and Pope Avenue, said point being the point of beginning.

(4) Ward No. 4. **Beginning at a point, said point being the intersection of the centerlines of William Hilton Parkway and Folly Field Road; thence in an easterly direction along the centerline of Folly Field Road to the centerline intersection of Folly Field Road and Starfish Drive; thence in a southeasterly direction along the centerline of Starfish Drive through the centerline intersection of Starfish Drive and Sand Dollar Road and continuing on a line**

that is an extension of the centerline of Starfish Drive to a point that intersects with the mean low water line of the Atlantic Ocean; thence in a southwesterly direction along the mean low water line of the Atlantic Ocean to a point where it intersects an extension of the boundary line between Sea Pines development and South Forest Beach subdivision; thence in a northerly direction along the extended and actual boundary line between Sea Pines development and South Forest Beach subdivision to a point where an extension of this boundary line intersects with the centerline of South Forest Beach Drive; thence in a northeasterly direction along the centerline of South Forest Beach Drive to the centerline intersection of South Forest Beach Drive and Coligny Circle; thence in a clockwise direction along the centerline of Coligny Circle to the centerline intersection of Coligny Circle and Pope Avenue; thence in a northwesterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Lagoon Road; thence in a northeasterly direction along the centerline of Lagoon Road to the centerline intersection of Lagoon Road and Ibis Street; thence in a northeasterly direction to the intersection of the northern right-of-way of Lagoon Road, the northeastern right-of-way of Ibis Street and the boundary line between Shipyard development and North Forest Beach subdivision; thence in a northeasterly direction along the boundary line between Shipyard development and North Forest Beach subdivision to a point where it meets the southeastern property corner of Brigantine Quarters; thence in a northwesterly direction along the property line of Brigantine Quarters to a point where it intersects the centerline of Barcelona Drive; thence in a northeasterly and northerly direction along the centerline of Barcelona Drive to the centerline intersection of Barcelona Drive and Shipyard Drive; thence in a northeasterly direction along the centerline of Shipyard Drive to a point where the centerline turns sharply to the southeast and becomes adjacent to the boundary line between Shipyard and Palmetto Dunes developments; thence continuing in a northeasterly direction along an extension of the centerline of Shipyard Drive to a point where it intersects the boundary line between Shipyard and Palmetto Dunes developments; thence in a northwesterly direction along the boundary line between Shipyard and Palmetto Dunes developments to a point where an extension of this boundary line intersects the centerline of William Hilton Parkway; thence in a southwesterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Queens Folly Road; thence along the centerline of William Hilton Parkway for a distance of approximately seven hundred and seventy feet to a point where it crosses over and intersects the centerline of a tidal creek; thence in a northwesterly and westerly direction along the centerline of the tidal creek that passes around the eastern and northern side of the Disney Vacation Club at Shelter Cove and continues northwesterly to a point where it intersects the centerline of Broad Creek; thence in a westerly direction along the centerline of Broad Creek to a point where it intersects an extension of the property line between Lot 1, Tidewater Landing and Lot 2, Tidewater Landing; thence in a northwesterly direction along the extended and the actual property line between Lot 1, Tidewater Landing and Lot 2, Tidewater Landing to a point where it intersects the centerline of Tidewater Manor; thence in a southwesterly and

northwesterly direction along the centerline of Tidewater Manor to the centerline intersection of Tidewater Manor and Marshland Road; thence in a southwesterly direction along the centerline of Marshland Road to the centerline intersection of Marshland Road and Formosa Lane; thence in a westerly direction to a point on the centerline of the northbound lane of Sol Blatt Jr. Parkway, said point being 140 feet south of the parkway toll booth; thence in a northerly and northeasterly direction along the centerline of the northbound lane of Sol Blatt Jr. Parkway to the centerline intersection of the northbound lane of Sol Blatt Jr. Parkway and the centerline of the westbound lane of William Hilton Parkway; thence in an easterly direction along the centerline of the westbound lane of William Hilton Parkway to the centerline intersection of the westbound lane of William Hilton Parkway and Gardner Drive; thence in a southerly and westerly direction along the centerline of Gardner Drive to the centerline intersection of Gardner Drive and Leg O' Mutton Road; thence in a southerly direction along the centerline of Leg O' Mutton Road to the centerline intersection of Leg O' Mutton Road and Marshland Road; thence in a southwesterly direction along the centerline of Marshland Road to a point where the centerline intersects an extension of the boundary line of the Indigo Run development, said point being approximately 300 feet to the northeast of the centerline intersection of Marshland Road and Evelina Road; thence in a northwesterly direction along the extended and actual boundary of the Indigo Run development to a point where the boundary line angles to the southwest, said point also being the northeastern most corner of property owned now or formerly by Earl and Brenda Mitchell; thence in a southwesterly direction along the boundary of the Indigo Run development to a point where it intersects the northern edge of the right of way of Marshland Road; thence in a southwesterly direction to the centerline intersection of Marshland Road and Dianahs Drive; thence in a southerly direction along the centerline of Dianahs Drive to a point where an extension of the centerline of Dianahs Drive intersects the centerline of a tidal creek on the north side of Broad Creek; thence in a southerly and southeasterly direction along the centerline of the tidal creek to a point where it intersects the centerline of Broad Creek; thence in an easterly direction along the centerline of Broad Creek to a point where it intersects an extension of the property line formed by the northeastern boundary of Palmetto Dunes development and property now or formerly owned by the Town of Hilton Head Island; thence along the extended and actual property line formed by the northeastern boundary of Palmetto Dunes development and property now or formerly owned by the Town of Hilton Head Island to a point where an extension of this property line intersects with the centerline of William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Folly Field Road, said point being the point of beginning.

(5) Ward No. 5. **Beginning at a point, said point being the intersection of the centerlines of Point Comfort Road and Palmetto Bay Road; thence in a southeasterly direction along the centerline of Palmetto Bay Road to the centerline intersection of Palmetto Bay Road and Sea Pines Circle; thence in a**

clockwise direction along the centerline of Sea Pines Circle to the centerline intersection of Sea Pines Circle and Pope Avenue; thence in a southeasterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Coligny Circle; thence in a counter-clockwise direction along the centerline of Coligny Circle to the centerline intersection of Coligny Circle and South Forest Beach Drive; thence in a southeasterly direction along the centerline of South Forest Beach Drive to a point where it intersects with an extension of the boundary line between Sea Pines development and South Forest Beach subdivision; thence in a southeasterly direction along the extended and actual boundary line between Sea Pines development and South Forest Beach subdivision to a point where an extension of this boundary line intersects with the low water line of the Atlantic Ocean; thence in a southwesterly and northwesterly direction along the low water line of the Atlantic Ocean to point where the low water line meets the intersection of the western edge of US Census Block 1000 in Tract 101 and the southern edge of 2011 U.S. Census Block 1013 in Tract 101; thence in a westerly direction into Calibogue Sound along the southern edge of 2011 U.S. Census Block 1013 in Tract 101 to its southwestern most point where it intersects the Municipal Boundary of the Town of Hilton Head Island; thence in a northerly direction along the Municipal Boundary Line of the Town of Hilton Head Island, said line also being the western most edge of 2011 U.S. Census Blocks 1013, 1014, and 2000 in Tract 101, to a point at the northwestern most corner of US Census Block 2000 in Tract 101; thence eastward away from the Municipal Limits of the Town of Hilton Head Island along the northern edges of 2011 U.S. Census Blocks 2000 in Tract 101, 2011 U.S. Census Block 1015 in Tract 102, toward the mouth of Broad Creek to the northeastern most corner of 2011 U.S. Census Block 1015 in Tract 102; thence in an easterly direction to the center of the mouth of Broad Creek; thence in a northeasterly direction along the centerline of Broad Creek to a point where it meets the extended centerline of a small unnamed tidal creek on the east side of Broad Creek, said point also being the northwestern most corner of 2011 U.S. Census Block 2027 in Tract 102; thence in an easterly direction along the northern edge of 2011 U.S. Census Block 2027 in Tract 102 to the mouth of the small unnamed tidal creek, said point also being the northeastern most corner of 2011 U.S. Census Block 2027 in Tract 102; thence in a meandering easterly direction along the centerline of the small unnamed tidal creek to a point where it intersects with an extension of the Sea Pines development property line, said property line lying between Sea Olive Road and Sand Fiddler Road; thence in a northerly direction along the extended and actual property line of Sea Pines development to a point where an extension of this boundary line intersects the centerline of Point Comfort Road; thence in a northeasterly direction along the centerline of Point Comfort Road to at point at the centerline intersection of Point Comfort Road and Palmetto Bay Road, said point being the point of beginning.

(6) ***Ward No. 6.*** **Beginning at a point, said point being the intersection of the centerline of Folly Field Road and the centerline of William Hilton Parkway; thence in a northerly direction along the centerline of William Hilton Parkway**

to the centerline intersection of William Hilton Parkway and Union Cemetery Road; thence in a northeasterly and northwesterly direction along the centerline of Union Cemetery Road to the centerline intersection of Union Cemetery Road and Dillon Road; thence in a northeasterly direction along the centerline of Dillon Road to a point where it intersects an extension of the property line between Beaufort County Tax Parcel 1034 on Tax Map 9 owned now or formerly by the Town Of Hilton Head Island and Beaufort County Tax Parcel 1090 on Tax Map 9 owned now or formerly by Gerald Doe; thence in a northwesterly direction along the extended and actual property line between said Parcels 1034 and 1090 and continuing in a generally northward direction along the eastern boundary of Parcel 1034, said boundary also being the northern most or westernmost boundary line of Beaufort County Tax Parcels 2B, on Tax Map 9 and Tax Parcels 24A, 236, 235, 22A, 197, 22, 283, 20B, and 304 on Tax Map 5 to the northern most property corner of Beaufort County Tax Parcel 1034 which is also the eastern most corner of Beaufort County Tax Parcel 280 on Tax Map 5 and is owned now or formerly by the Adrienne Carter; thence in a northwesterly direction along the northeastern most property line of Beaufort County Tax Parcel 280 on Tax Map 5 to a point at the northern most property corner of Tax Parcel 280, said point also being the intersection with the Hilton Head Airport Property owned now or formerly by Beaufort County and designated as Beaufort County Tax Parcel 85 on Tax Map 8; thence in a northeasterly direction along a property line bounded on the northwest by lands of the Hilton Head Airport being Beaufort County Tax Parcel 85 on Tax Map 8 and bounded on the southeast by Beaufort County Tax Parcels 304 and 284 on Tax Map 5 and along an extension of this property line to the intersection with the centerline of Dillon Road; thence in a northwesterly direction along the centerline of Dillon Road to the centerline intersection of Dillon Road and Beach City Road; thence in a southwesterly direction along the centerline of Beach City Road to the centerline intersection of Beach City Road and Hospital Center Boulevard; thence in a northwesterly direction along the centerline of Hospital Center Boulevard to the centerline intersection of Hospital Center Boulevard and Main Street; thence in a southwesterly direction along the centerline of Main Street to the centerline intersection of Main Street and Whooping Crane Way; thence in a southwesterly and northwesterly direction along the centerline of Main Street to the centerline intersection of Main Street and Wilborn Road; thence in a northeasterly direction to a property corner of Hilton Head Plantation, said corner being the nearest property corner to the intersection of the centerlines of Main Street and Wilborn Road; thence in a northeasterly direction along the boundary of Hilton Head Plantation to a point where the boundary of Hilton Head Plantation makes a sharp angle to the northwest; thence in an northwesterly direction along the boundary of Hilton Head Plantation to a point where it intersects with a line extended from the centerline of Twisted Oak Court; thence in a northeasterly direction along the extended and actual centerline of Twisted Oak Court to the centerline intersection of Twisted Oak Court and Headlands Drive; thence in an easterly and southeasterly direction along the centerline of Headlands Drive to the centerline intersection of Headlands Drive and Whooping Crane Way; thence in a

northerly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and High Bluff Road; thence in an easterly direction along the centerline of High Bluff Road to the southernmost centerline intersection of High Bluff Road and Myrtle Bank Road; thence in northerly and northeasterly direction along the centerline of Myrtle Bank Road to the northernmost centerline intersection of Myrtle Bank Road and High Bluff Road; thence in a southerly direction along the centerline of High Bluff Road to the centerline intersection of High Bluff Road and Hickory Forest Drive; thence in an easterly and southeasterly direction along the centerline of Hickory Forest Drive to the centerline intersection of Hickory Forest Drive and Pelican Watch Way; thence in a northeasterly and easterly direction along the centerline of Pelican Watch Way to a point where an extension of this centerline intersects the eastern boundary of Hilton Head Plantation, said point also being the southeastern most corner of a property designated as Lot 1, Portion or Parcel A, Pelican Watch Way and owned now or formerly by Parcel A, LLC: thence in a northeasterly direction along the boundary of Hilton Head Plantation to a point where an extension of this boundary intersects with the boundary line of the Municipal Limits of the Town of Hilton Head Island, said boundary line being the line between a marine navigation mark, now or formerly known as R "2" bell (32 degrees 16 minutes 23 seconds north latitude, 80 degrees 42 minutes 23 seconds west longitude) and a marine navigation mark, now or formerly known as "25" QK FL bell (32 degrees 15 minutes 37 seconds north latitude, 80 degrees 39 minutes 32 seconds west longitude); thence, in an east southeasterly direction along the boundary line of the Municipal Limits of the Town of Hilton Head Island to a marine navigation mark, now or formerly known as "25" QK FL bell (32 degrees 15 minutes 37 seconds north latitude, 80 degrees 39 minutes 32 seconds west longitude); thence, in a southerly direction to the easternmost low water point on the Atlantic shore of Hilton Head Island at a point near the apex of the arc formed by the beach of Port Royal Plantation; thence, in a south southwesterly direction along the mean low water line on the Atlantic shore of Hilton Head Island to a point where it intersects an extension of the centerline of Starfish Drive; thence in northwesterly direction along the extended and actual centerline of Starfish Drive to the centerline intersection of Starfish Drive and Folly Field Road; thence in a westerly direction along the centerline of Folly Field Road to a point at the centerline intersection of Folly Field Road and William Hilton Parkway, said point being the point of beginning.

Section 2. Applicability. Subject to approval and clearance by the United States Justice Department as required by the Voting Rights Act of 1965, as amended, this Ordinance shall become applicable to, and shall govern the election for the Mayor and Town Council in November, 2012, and all subsequent elections, unless and until changed.

Section 3. Severability. If any part of this Ordinance is held to be unconstitutional, illegal or invalid for any reason, it shall be construed to have been the legislative intent of the Town Council of the Town of Hilton Head Island, South Carolina to pass this Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed and held to be valid as if such portion had not been included. If this Ordinance, or any provision thereof, is held to

be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

Section 4. Effective Date. This Ordinance shall become effective upon:

1) Adoption hereof by the Town Council of the Town of Hilton Head Island, South Carolina; and

2) Approval or other indication of compliance with the Voting Rights Act of 1965 and all pre-clearance requirements, by the United States Department of Justice.

PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ON THIS _____ DAY OF ___, 2011.

_____
Drew A. Laughlin, Mayor

_____
Cori Brock, Town Clerk

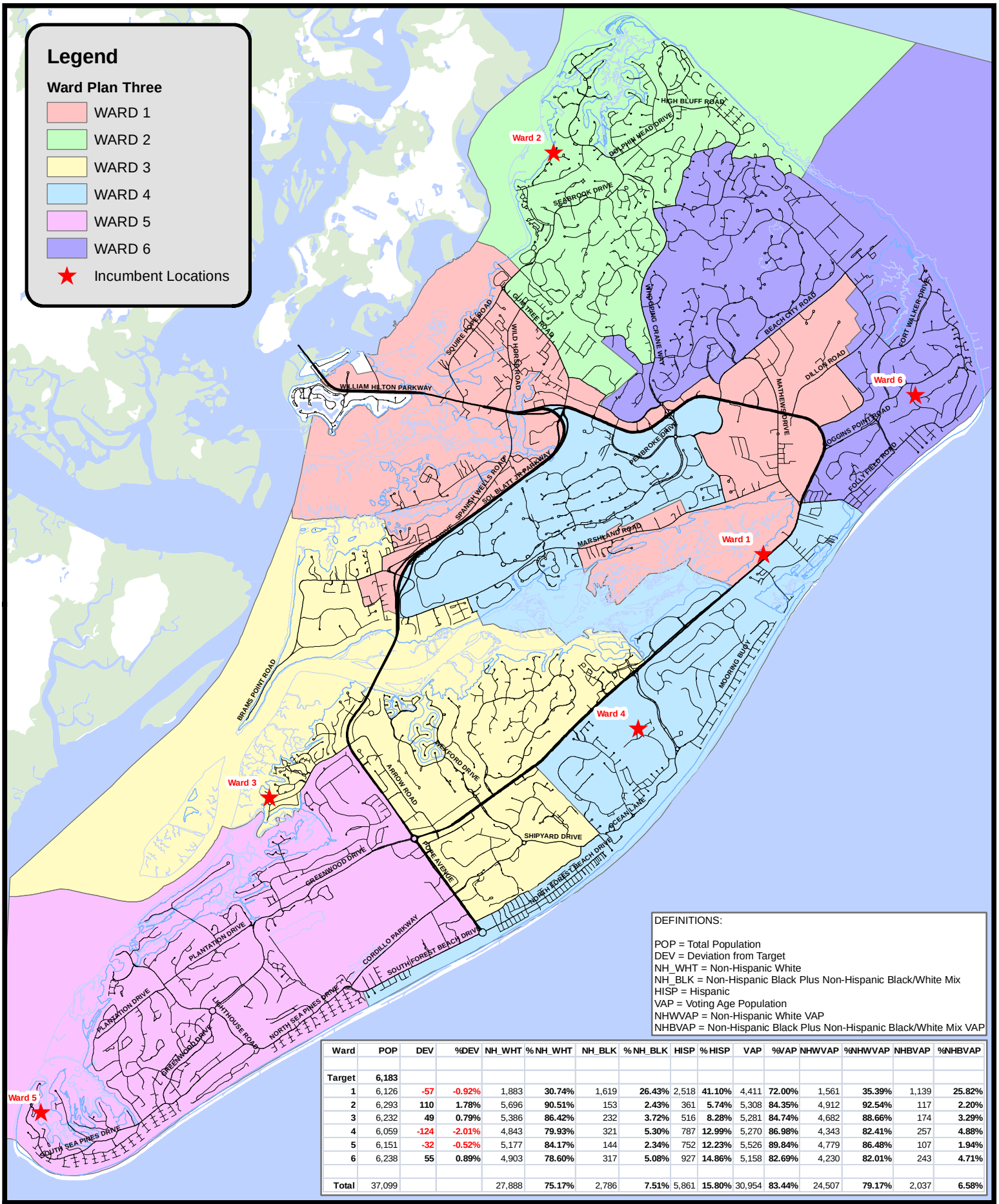
First Reading: _11/15/2011_____

Second Reading: _____

APPROVED AS TO FORM:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member:_____



DEFINITIONS:

POP = Total Population
DEV = Deviation from Target
NH_WHT = Non-Hispanic White
NH_BLK = Non-Hispanic Black Plus Non-Hispanic Black/White Mix
HISP = Hispanic
VAP = Voting Age Population
NHWVAP = Non-Hispanic White VAP
NHBVAP = Non-Hispanic Black Plus Non-Hispanic Black/White Mix VAP

Ward	POP	DEV	%DEV	NH_WHT	% NH_WHT	NH_BLK	% NH_BLK	HISP	% HISP	VAP	%VAP	NHWVAP	%NHWVAP	NHBVAP	%NHBVAP
Target	**6,183**														
1	6,126	**-57**	**-0.92%**	1,883	**30.74%**	1,619	**26.43%**	2,518	**41.10%**	4,411	**72.00%**	1,561	**35.39%**	1,139	**25.82%**
2	6,293	**110**	**1.78%**	5,696	**90.51%**	153	**2.43%**	361	**5.74%**	5,308	**84.35%**	4,912	**92.54%**	117	**2.20%**
3	6,232	**49**	**0.79%**	5,386	**86.42%**	232	**3.72%**	516	**8.28%**	5,281	**84.74%**	4,682	**88.66%**	174	**3.29%**
4	6,059	**-124**	**-2.01%**	4,843	**79.93%**	321	**5.30%**	787	**12.99%**	5,270	**86.98%**	4,343	**82.41%**	257	**4.88%**
5	6,151	**-32**	**-0.52%**	5,177	**84.17%**	144	**2.34%**	752	**12.23%**	5,526	**89.84%**	4,779	**86.48%**	107	**1.94%**
6	6,238	**55**	**0.89%**	4,903	**78.60%**	317	**5.08%**	927	**14.86%**	5,158	**82.69%**	4,230	**82.01%**	243	**4.71%**
Total	37,099			27,888	**75.17%**	2,786	**7.51%**	5,861	**15.80%**	30,954	**83.44%**	24,507	**79.17%**	2,037	**6.58%**

TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341 - 4600

Date Created: October 6, 2011
Project - Wards2011_Plan3_8x11.mxd (rwh)

Town of Hilton Head Island

Redistricting 2011 - Ward Plan Three

October 6, 2011

3,200 1,600 0 3,200 6,400 9,600 Feet

1 inch = 6,321 feet

N W E S

The information on this map has been compiled 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 assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.

Proposed Ordinance 2011-28

Proposed Redistricting Plan #1

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2011- **PROPOSED ORDINANCE NO. 2011-28**

AN ORDINANCE TO AMEND SECTION 3-1-210 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO ESTABLISH THE BOUNDARIES OF THE TOWN OF HILTON HEAD ISLAND'S SIX WARDS BY REDISTRICTING OPTION ONE; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina did previously adopt Title 3, Code of the Town of Hilton Head Island, (1983), to provide for municipal elections in accordance with the provisions of Title 5-5-10, et seq., Code of Laws of South Carolina, (1976); and

WHEREAS, the Town Council of the Hilton Head Island, South Carolina finds that the results of the 2010 census show an increase in the population and change in the demographics of certain existing wards within the Town of Hilton Head Island, South Carolina; and

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina finds that in order to comply with the Voting Rights Act of 1965 and all United States Department of Justice Preclearance requirements, the Town of Hilton Head Island, South Carolina must now re-draw the several ward boundaries (redistrict); and

WHEREAS, this Ordinance shall establish, subject to the requirements of the Voting Rights Act of 1965 and all United States Department of Justice Preclearance requirements, the designation of the several ward boundaries.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA; AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAID TOWN COUNCIL THAT:

NOTE: Underlined and bold-face typed portions indicate additions to the Municipal Code. ~~Stricken~~ portions indicate deletions to the Municipal Code.

Section 1. That Section 3-1-210, Code of the Town of Hilton Head Island, shall be amended as follows:

Section 3-1-210. Ward boundaries.

Wards established. There shall be six (6) wards within the town. The boundaries for the six (6) single ward districts shall be as set forth in the following descriptions and on the accompanying map:

~~*(1)* *Ward No. 1.* Beginning at a point, which point is the centerline intersection of Dillon Road and Union Cemetery Road; thence in a southeasterly and southwesterly direction along the centerline of Union Cemetery Road to the centerline intersection of Union Cemetery Road and William Hilton Parkway; thence in a southerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Folly Field Road; thence in an easterly direction along the centerline of Folly Field Road to a point where it intersects an extension of the western boundary line of Hilton Head Beach and Tennis Resort; thence in a southerly and westerly direction along the western boundary of Hilton Head Beach and Tennis Resort to a point where it intersects the northern boundary of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 19A; thence in a southeasterly and southwesterly direction along the boundary line between said Parcel 19A on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point where it intersects the northern boundary of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 20; thence in a southeasterly direction along the boundary line between said Parcel 20 on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point which is the northeastern property corner of Parcel 20 on Beaufort County Tax Map 8; thence in a southerly direction along the eastern boundary of Parcel 20 on Beaufort County Tax Map 8 and continuing in a southerly direction along the eastern boundary of a parcel of land known as Lot 44 of Bradley Memorial Beach Subdivision to a point where an extension of the eastern boundary of the aforementioned Lot 44 of Bradley Memorial Beach Subdivision intersects the centerline of Bradley Beach Road; thence in a northwesterly direction along the centerline of Bradley Beach Road to the centerline intersection of Bradley Beach Road and William Hilton Parkway; thence in a southwesterly direction along the centerline of William Hilton Parkway to a point where it intersects with an extension of the northeastern boundary of the Shelter Cove development; thence in a northwesterly direction along the northeastern boundary of Shelter Cove and an extension of this boundary line to a point where it intersects the southern edge of the waters of Broad Creek; thence in a meandering northeasterly direction along the southern edge of the waters of Broad Creek to a point where it intersects the northern edge of the waters of Broad Creek; thence in a meandering southwesterly direction along the northern edge of the waters of Broad Creek to a point where it meets an extension of the northeastern boundary line of the property of the development known as River Club; thence in a northerly and northwesterly direction along the extended and actual northeastern boundary line of the River Club property to a point where an extension of the boundary line intersects the centerline of Marshland Road; thence in a northeasterly direction along the centerline of Marshland Road to the centerline intersection of Marshland Road and Golden Bear Way; thence in a northerly direction along the centerline of Golden Bear Way to the centerline intersection~~

~~of Golden Bear Way and Indigo Run Drive; thence in a northeasterly direction along the centerline of Indigo Run Drive to the centerline intersection of Indigo Run Drive and Wentworth Place; thence in a southerly direction along the centerline of Wentworth Place to the centerline intersection of Wentworth Place and Sussex Lane; thence in an easterly direction along the centerline of Sussex Lane to the centerline intersection of Sussex Lane and Whitney Place; thence in a northeasterly direction along the centerline of Whitney Place to a point where it intersects the centerline of a major overhead power line; thence in a southeasterly direction along the centerline of the major overhead power line to a point where it intersects the centerline of Victoria Square Crossing; thence in a southerly direction along the centerline of Victoria Square Crossing to the centerline intersection of Victoria Square Crossing and the southernmost leg of Victoria Square Drive; thence in an easterly direction along the centerline of Victoria Square Drive to a point where the centerline turns to the north; thence continuing in a northerly direction along the centerline of Victoria Square Drive to a point where the centerline turns to the east to intersect Leg O'Mutton Road; thence continuing in an easterly direction along the centerline of Victoria Square Drive to the centerline intersection of Victoria Square Drive and Leg O'Mutton Road; thence in a northerly and northwesterly direction along the centerline of Leg O'Mutton Road to the intersection of the centerlines of Leg O'Mutton Road, Indigo Run Drive, and Pembroke Drive; thence in a westerly and northwesterly direction along the centerline of Pembroke Drive to the centerline intersection of Pembroke Drive and William Hilton Parkway; thence in a westerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Wilborn Road; thence in a southwesterly direction along a line which separates 2000 U.S. Census Blocks 1003 and 1030 in Tract 104 to a point where the line intersects the centerline of Sol Blatt Jr. Parkway; thence in a southwesterly and southerly direction along the centerline of Sol Blatt Jr. Parkway to a point where it meets an extension of the centerline of Muddy Creek Court; thence in a westerly direction along the extended and actual centerline of Muddy Creek Court to the centerline intersection of Muddy Creek Court and Muddy Creek Road; thence in a northerly direction along the centerline of Muddy Creek Road to the centerline intersection of Muddy Creek Road and Bryant Road; thence in a westerly and northerly direction along the centerline of Bryant Road to the centerline intersection of Bryant Road and Spanish Wells Road; thence in a westerly direction along the centerline of Spanish Wells Road to a point where it meets the northern boundary line of Spanish Wells Plantation; thence in a northwesterly direction along the northern boundary line of Spanish Wells Plantation and an extension of this boundary line to a point where it intersects the municipal limits of the Town of Hilton Head Island; thence in a northerly direction along the municipal limits of the Town of Hilton Head Island to a point where the municipal limits intersect the mean low water line on the southern shore of a portion of land known as Jenkins~~

~~Island; thence in an irregular easterly direction along the mean low water line of the southern shore of Jenkins Island to the intersection with the southern edge of the right-of-way of U.S. Highway 278; thence in a westerly direction along the southern edge of the right-of-way of U.S. Highway 278 following the municipal limits of the Town of Hilton Head Island to a point where the municipal limits cross the right-of-way; thence in a northeasterly direction following the municipal limits of the Town of Hilton Head Island across the right-of-way of U.S. Highway 278 and along the east side of an unnamed tidal creek to the southern edge of the waters of Skull Creek; thence in an easterly direction along the southern edge of the waters of Skull Creek to the western boundary of a development now or formerly known as "Outdoor Resorts"; thence in a southeasterly, easterly, and northwesterly direction around the property of the development now or formerly known as "Outdoor Resorts" to the southern edge of the waters of Skull Creek; thence in an easterly and northeasterly direction along the southern and eastern edge of the waters of Skull Creek to an extension of the southwestern boundary of Hilton Head Plantation; thence in a southeasterly and southwesterly direction along the extended and actual southwestern boundary of Hilton Head Plantation to the property corner nearest to the intersection of the centerlines of Wilborn Road and Main Street; thence from said property corner in a southwesterly direction to the intersection of the centerlines of Wilborn Road and Main Street; thence in a southeasterly and northeasterly direction along the centerline of Main Street to the centerline intersection of Main Street and Whooping Crane Way; thence in a southeasterly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and William Hilton Parkway; thence in a northeasterly and easterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Dillon Road; thence in a northerly and northeasterly direction along the centerline of Dillon Road to the centerline intersection of Dillon Road and Union Cemetery Road, which point is the point of beginning.~~

~~(2) *Ward No. 2.* Beginning at a point, which point is the intersection of the centerlines of Whooping Crane Way and Main Street; thence in a southwesterly and northwesterly direction along the centerline of Main Street to the centerline intersection of Main Street and Wilborn Road; thence in a northeasterly direction to the property corner of Hilton Head Plantation which is the nearest property corner to the intersection of the centerlines of Main Street and Wilborn Road; thence in a northeasterly and northwesterly direction along the southwestern boundary of Hilton Head Plantation to a point where an extension of the boundary line of Hilton Head Plantation intersects the eastern edge of the waters of Skull Creek; thence in a meandering northerly, easterly and southeasterly direction along the eastern edge of the waters of Skull Creek and~~

~~southern edge of the waters of Port Royal Sound, which line forms the northern shore of Hilton Head Island and the western and northern edges of Hilton Head Plantation, to a point where the southern edge of the waters of Port Royal Sound meets an extension of the northeastern property line of Hilton Head Plantation; thence inland in a southwesterly direction along the extended and actual property line of Hilton Head Plantation to a point where it intersects an extension of the centerline of Pelican Watch Way; thence in a westerly direction along the extended and actual centerline of Pelican Watch Way to the centerline intersection of Pelican Watch Way and Hickory Forest Drive; thence in a northwesterly and southwesterly direction along the centerline of Hickory Forest Drive to the centerline intersection of Hickory Forest Drive and High Bluff Road; thence in a northerly direction along the centerline of High Bluff Road to the northernmost centerline intersection of High Bluff Road and Myrtle Bank Road; thence in a southwesterly direction along the centerline of Myrtle Bank Road to the southernmost centerline intersection of Myrtle Bank Road and High Bluff Road; thence in a westerly direction along the centerline of High Bluff Road to the centerline intersection of High Bluff Road and Whooping Crane Way; thence in a southerly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and Main Street, which point is the point of beginning.~~

~~*(3)* *Ward No. 3.* Beginning at a point, which point is the centerline intersection of Lagoon Road and Pope Avenue; thence in a northwesterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Sea Pines Circle; thence in a clockwise direction along the centerline of Sea Pines Circle to the centerline intersection of Sea Pines Circle and Palmetto Bay Road; thence in a northwesterly direction along the centerline of Palmetto Bay Road to the centerline intersection of Palmetto Bay Road and Point Comfort Road; thence in a southwesterly direction along the centerline of Point Comfort Road to its intersection with an extension of the boundary line of Sea Pines Plantation, said boundary line lying between Sea Olive Road and Sand Fiddler Road; thence in a southerly direction along the extended and actual boundary line of Sea Pines Plantation to an unnamed tidal creek; thence in a meandering westerly direction along the unnamed tidal creek, which forms the northern limit of 2000 U.S. Census Block 3000 in Tract 102, to the eastern edge of the waters of Broad Creek; thence in a westerly direction directly across the waters of Broad Creek to the western edge of the waters of Broad Creek, which is also the low water line of an island known as "Buck Island"; thence in a southwesterly direction along the western edge of the waters of Broad Creek to the mouth of Broad Creek where it meets the eastern edge of the waters of Calibogue Sound; thence in a northeasterly direction along the eastern edge of the waters of Calibogue Sound, which is also the low water line of the island known as "Buck~~

~~Island", and continuing in a northeasterly direction across a cut between Buck Island and Brams Point and along the western low water line of Brams Point, which is also the eastern edge of the waters of Calibogue Sound, to a point where it intersects an extension of the northern boundary line of Spanish Wells Plantation; thence in a southeasterly direction along the extended and actual boundary line of Spanish Wells Plantation to a point where it intersects the centerline of Spanish Wells Road; thence in an easterly direction along the centerline of Spanish Wells Road to the centerline intersection of Spanish Wells Road and Bryant Road; thence in a southerly and easterly direction along the centerline of Bryant Road to the centerline intersection of Bryant Road and Muddy Creek Road; thence in a southerly direction along the centerline of Muddy Creek Road to the centerline intersection of Muddy Creek Road and Muddy Creek Court; thence in an easterly direction along the centerline of Muddy Creek Court and an extension of the centerline of Muddy Creek Court to a point where this extended centerline intersects the centerline of Sol Blatt Jr. Parkway; thence in a northerly and northeasterly direction along the centerline of Sol Blatt Jr. Parkway to a point where it intersects the line which separates 2000 U.S. Census Blocks 1003 and 1030 in Tract 104; thence in a northeasterly direction along the line which separates 2000 U.S. Census Blocks 1003 and 1030 in Tract 104 to a point at the centerline intersection of Wilborn Road and William Hilton Parkway; thence in an easterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Pembroke Drive; thence in a southerly and easterly direction along the centerline of Pembroke Drive to the centerline intersection of Pembroke Drive, Indigo Run Drive, and Leg O'Mutton Road; thence in an easterly and southerly direction along the centerline of Leg O'Mutton Road to the centerline intersection of Leg O'Mutton Road and Victoria Square Drive; thence in a westerly direction along the centerline of Victoria Square Drive to a point where it turns south; thence in a southerly direction along the centerline of the southern leg of Victoria Square Drive to a point where it turns west; thence in a westerly direction along the centerline of the southern leg of Victoria Square Drive to the centerline intersection of Victoria Square Drive and Victoria Square Crossing; thence in a northerly direction along the centerline of Victoria Square Crossing to a point where it intersects with the centerline of a major overhead power line; thence in a northwesterly direction along the centerline of the major overhead power line to a point where it intersects with the centerline of Whitney Place; thence in a southwesterly direction along the centerline of Whitney Place to the centerline intersection of Whitney Place and Sussex Lane; thence in a westerly direction along the centerline of Sussex Lane to the centerline intersection of Sussex Lane and Wentworth Place; thence in a northerly direction along the centerline of Wentworth Place to the centerline intersection of Wentworth Place and Indigo Run Drive; thence in a southwesterly direction along the centerline of Indigo Run Drive to the centerline intersection of Indigo Run Drive and~~

~~Golden Bear Way; thence in a southerly direction along the centerline of Golden Bear Way to the centerline intersection of Golden Bear Way and Marshland Road; thence in a southwesterly direction along the centerline of Marshland Road to a point where it intersects with an extension of the northeastern boundary line of a development known as River Club; thence in a southeasterly and southerly direction along the extended and actual northeastern boundary line of River Club to a point where an extension of the boundary line intersects the northern edge of the waters of Broad Creek; thence in a southeasterly direction across the waters of Broad Creek to a point on the southern edge of the waters of Broad Creek where this southern edge intersects with an extension of the boundary line which separates the Shelter Cove and Yacht Cove developments; thence in a southeasterly direction along the extended and actual boundary line which separates the Shelter Cove and Yacht Cove developments to a point which is the northernmost property corner in the Bellhaven Way subdivision; thence in a southwesterly direction along the northwestern boundary line of the Bellhaven Way subdivision and the northwestern boundary line of the Wyndemere development to a point where this boundary line intersects the northeastern boundary of Long Cove Club; thence in a southeasterly direction along the northeastern boundary of Long Cove Club to a point where it intersects the centerline of Marina Side Drive; thence in a southerly, southwesterly and southeasterly direction along the centerline of Marina Side Drive to the westernmost centerline intersection of Marina Side Drive and William Hilton Parkway; thence in a southwesterly direction along the centerline of William Hilton Parkway to a point where it intersects an extension of the boundary line which separates Shipyard and Palmetto Dunes developments; thence in a southeasterly direction along the extended and actual boundary line between Shipyard and Palmetto Dunes developments to a point where the boundary line becomes adjacent to the centerline of Shipyard Drive; thence from this point in a southwesterly direction to and along the centerline of Shipyard Drive to the centerline intersection of Shipyard Drive and Barcelona Drive; thence in a southerly and southwesterly direction along the centerline of Barcelona Drive to a point where it intersects the property line of a development known as Brigantine Quarters; thence in a southeasterly direction along the property line of Brigantine Quarters to a point where it intersects the boundary line between Shipyard development and North Forest Beach Subdivision; thence in a southwesterly direction along the boundary line between Shipyard development and North Forest Beach Subdivision to a point where it intersects the right-of-way of Lagoon Road and the right-of-way of Ibis Street; thence in a southwesterly direction to the centerline intersection of Lagoon Road and Ibis Street; thence in a southwesterly direction along the centerline of Lagoon Road to the centerline intersection of Lagoon Road and Pope Avenue, which point is the point of beginning.~~

~~*(4)* W*ard No. 4.* Beginning at a point, which point is the centerline intersection of Pope Avenue and Lagoon Road; thence in a northeasterly direction along the centerline of Lagoon Road to the centerline intersection of Lagoon Road and Ibis Street; thence in a northeasterly direction to the intersection of the northern right-of-way of Lagoon Road, the northeastern right-of-way of Ibis Street and the boundary line between Shipyard development and North Forest Beach Subdivision; thence in a northeasterly direction along the boundary line between Shipyard development and North Forest Beach Subdivision to a point where it meets the southeastern property corner of a development known as Brigantine Quarters; thence in a northwesterly direction along the property line of Brigantine Quarters to a point where it intersects the centerline of Barcelona Drive; thence in a northeasterly and northerly direction along the centerline of Barcelona Drive to the centerline intersection of Barcelona Drive and Shipyard Drive; thence in a northeasterly direction along the centerline of Shipyard Drive to a point where the centerline turns to the southwest and becomes adjacent to the boundary line between Shipyard and Palmetto Dunes developments; thence in a northeasterly and northwesterly direction to and along the boundary line between Shipyard and Palmetto Dunes developments to a point where an extension of this boundary line intersects the centerline of William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to the most southwestern centerline intersection of William Hilton Parkway and Marina Side Drive; thence in a northwesterly and northeasterly direction along the centerline of Marina Side Drive to a point where it intersects the northeastern boundary line of Long Cove Club; thence in a northwesterly direction along the northeastern boundary line of Long Cove Club to a point where it intersects the northwestern boundary line of Wyndemere development; thence in a northeasterly direction along the northwestern boundary line of Wyndemere development and the northwestern boundary line of the Bellhaven Way subdivision to a point which intersects the southwestern boundary line of Shelter Cove, said point being the northernmost property corner of the Bellhaven Way subdivision; thence in a northwesterly direction along the southwestern boundary line of Shelter Cove, which line separates Shelter Cove and Long Cove developments, to a point where an extension of this boundary line intersects the southern edge of the waters of Broad Creek; thence in a meandering northeasterly direction along the southern edge of the waters of Broad Creek to a point where this edge intersects with an extension of the northeastern boundary line of Shelter Cove development; thence in a southeasterly direction along the extended and actual northeastern boundary of Shelter Cove development to a point where it intersects the centerline of William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Bradley Beach Road; thence in a southeasterly direction along the centerline of Bradley Beach Road to a point where it~~

~~intersects an extension of the southeastern property line of a parcel of land known as Lot 44 of Bradley Memorial Beach Subdivision; thence in a northerly direction along the extended and actual eastern boundary of the aforementioned Lot 44 of Bradley Memorial Beach Subdivision and continuing in a northerly direction along the eastern boundary of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 20 to a point where it intersects the southern boundary of the property of the Hilton Head Beach and Tennis Resort, said point being the most northeastern property corner of the aforementioned Parcel 20 on Beaufort County Tax Map 8; thence in a northwesterly direction along the boundary line which separates Parcel 20 on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point where the boundary of Hilton Head Beach and Tennis Resort turns to the northeast, said point also being the most southeastern property corner of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 19A; thence in a northeasterly and northwesterly direction along the boundary line which separates the aforementioned Parcel 19A on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point where the boundary line of Hilton Head Beach and Tennis Resort turns to the north, said point also being the southernmost property corner of a parcel of land designated on Beaufort County Tax Map 9 as Parcel 1000; thence in a northerly and easterly direction along the boundary which separates the aforementioned Parcel 1000 on Beaufort County Tax Map 9 and the property of Hilton Head Beach and Tennis Resort to a point where an extension of this boundary line intersects with the centerline of Folly Field Road; thence in a westerly direction along the centerline of Folly Field Road to the centerline intersection of Folly Field Road and William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to a point where it intersects with an extension of the boundary line which separates Port Royal Plantation and the Barony Woods development; thence in a southeasterly direction along the extended and actual boundary line which separates Port Royal Plantation and the Barony Woods development and also separates Port Royal Plantation and the Stones Throw development to a point where this boundary line turns to the northeast; thence in a northeasterly direction along the boundary line which separates Port Royal Plantation and the Stones Throw development and also separates Port Royal Plantation and the Fiddlers Cove development to a point where it intersects the boundary line of the Links at Port Royal development, said point being the most southwestern property corner of the Links at Port Royal development; thence meandering in a northeasterly, southeasterly, northeasterly, and northwesterly direction along the boundary line which separates the Links at Port Royal development and the Fiddlers Cove development and also separates the Links at Port Royal development and the Ocean Palms development to a point where the boundary line of the Ocean Palms development turns to the northeast and is no longer a common boundary with the Links at Port Royal; thence in a northeasterly~~

~~direction along the boundary line which separates Port Royal Plantation on the northwest from the Ocean Palms, the Royal Dunes, and the Port Royal Tennis Village developments on the southeast and continuing along an extension of this boundary line to a point where it intersects the centerline of Grasslawn Avenue; thence in a southeasterly direction along the centerline of Grasslawn Avenue to a point which is closest to the most northwestern corner of the property of the Westin Hotel; thence in a southeasterly direction to the most northwestern property corner of the property of the Westin Hotel; thence in a southeasterly direction along the southwestern boundary of the property of the Westin Hotel to a point where an extension of this boundary line intersects with the mean low water line of the Atlantic Ocean; thence in a southwesterly direction along the mean low water line of the Atlantic Ocean to a point where it intersects an extension of the boundary line between Sea Pines development and South Forest Beach Subdivision; thence in a northerly direction along the extended and actual boundary line between Sea Pines development and South Forest Beach Subdivision to a point where an extension of this boundary line intersects with the centerline of South Forest Beach Drive; thence in a westerly direction along the centerline of South Forest Beach Drive to the centerline intersection of South Forest Beach Drive and Cordillo Parkway; thence in a northeasterly direction along the centerline of Cordillo Parkway to the centerline intersection of Cordillo Parkway and Pope Avenue; thence in a southeasterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Lagoon Road, which point is the point of beginning.~~

~~(5) *Ward No. 5.* Beginning at a point, which point is the centerline intersection of Pope Avenue and Cordillo Parkway; thence in a southwesterly direction along the centerline of Cordillo Parkway to the centerline intersection of Cordillo Parkway and South Forest Beach Drive; thence in a southeasterly direction along the centerline of South Forest Beach Drive to a point where it intersects with an extension of the boundary line between Sea Pines development and South Forest Beach Subdivision; thence in a southeasterly direction along the extended and actual boundary line between Sea Pines development and South Forest Beach Subdivision to a point where an extension of this boundary line intersects with the mean low water line of the Atlantic Ocean; thence in a southwesterly, northwesterly and northeasterly direction along the mean low water line of the Atlantic Ocean and Calibogue Sound to the mouth of Braddocks Cove; thence in a northeasterly direction along the southern edge of the waters of Calibogue Sound and the southern edge of the waters of Broad Creek to a point at the mouth of an unnamed tidal creek opposite Buck Island, which unnamed tidal creek forms the northern limit of 2000 U.S. Census Block 3000 in Tract 102; thence in a meandering easterly direction along the unnamed tidal creek which also is the northern boundary of 2000 U.S. Census Block 3000~~

~~in Tract 102 to a point where it intersects with an extension of the Sea Pines development boundary line, said boundary line lying between Sea Olive Road and Sand Fiddler Road; thence in a northerly direction along the extended and actual boundary line of Sea Pines development to a point where an extension of this boundary line intersects the centerline of Point Comfort Road; thence in a northeasterly direction along the centerline of Point Comfort Road to the centerline intersection of Point Comfort Road and Palmetto Bay Road; thence in a southeasterly direction along the centerline of Palmetto Bay Road to the centerline intersection of Palmetto Bay Road and Sea Pines Circle; thence in a counter-clockwise direction along the centerline of Sea Pines Circle to the centerline intersection of Sea Pines Circle and Pope Avenue; thence in a southeasterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Cordillo Parkway, which point is the point of beginning.~~

~~*(5)* *Ward No. 6.* Beginning at a point, which point is the intersection of the centerline of William Hilton Parkway and Union Cemetery Road; thence in a northeasterly and northwesterly direction along the centerline of Union Cemetery Road to the centerline intersection of Union Cemetery Road and Dillon Road; thence in a southwesterly direction along the centerline of Dillon Road to the centerline intersection of Dillon Road and William Hilton Parkway; thence in a westerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Whooping Crane Way; thence in a northerly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and High Bluff Road; thence in an easterly direction along the centerline of High Bluff Road to the southernmost centerline intersection of High Bluff Road and Myrtle Bank Road; thence in northerly and northeasterly direction along the centerline of Myrtle Bank Road to the northernmost centerline intersection of Myrtle Bank Road and High Bluff Road; thence in a southerly direction along the centerline of High Bluff Road to the centerline intersection of High Bluff Road and Hickory Forest Drive; thence in a northeasterly and southeasterly direction along the centerline of Hickory Forest Drive to the centerline intersection of Hickory Forest Drive and Pelican Watch Way; thence in a northeasterly and easterly direction along the centerline of Pelican Watch Way to a point where an extension of this centerline intersects the eastern boundary line of Hilton Head Plantation; thence in a northeasterly direction along the eastern boundary line of Hilton Head Plantation to a point where an extension of this boundary line intersects with the mean low water line of the southern edge of the waters of Port Royal Sound; thence in a southeasterly, southerly and southwesterly direction along the mean low water line of the southern edge of the waters of Port Royal Sound and the western edge of the waters of the Atlantic Ocean to a point where the mean low water line of the western edge of the waters of~~

~~the Atlantic Ocean intersects with an extension of the southwest boundary line of the property of the Westin Hotel; thence in a northwesterly direction along the extended and actual southwest boundary line of the property of the Westin Hotel to a point which is the most northwestern property corner of the property of the Westin Hotel; thence in a northwesterly direction to the point on the centerline of Grasslawn Avenue which is closest to the aforementioned northwest property corner of the property of the Westin Hotel; thence in a northwesterly direction along the centerline of Grasslawn Avenue to a point where it intersects an extension of the boundary line which separates Port Royal Plantation and Port Royal Tennis Village; thence in a southwesterly direction along the boundary line which separates Port Royal Plantation on the northwest from the Port Royal Tennis Village, Royal Dunes, and Ocean Palms developments on the southeast to a point where it intersects the boundary of the property of the Links at Port Royal development; thence meandering in a southeasterly, southwesterly, northwesterly and southwesterly direction along the boundary line which separate the Links at Port Royal development from the Ocean Palms development and also separates the Links at Port Royal development from the Fiddlers Cove development to a point which is the most southwestern property corner of the Links at Port Royal development; thence in a southwesterly direction along the boundary line which separates Port Royal Plantation on the northwest from the Fiddlers Cove and Stones Throw developments on the southeast to a point where the boundary line turns to the northwest; thence in a northwesterly direction along the boundary line which separates Port Royal Plantation on the northeast from the Stones Throw and Barony Woods developments on the southwest and continuing in a northwesterly direction along an extension of this boundary line to a point where this extension intersects with the centerline of William Hilton Parkway; thence in a northerly and northwesterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Union Cemetery Road, which point is the point of beginning.~~

1) Ward No. 1 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 104 – Blocks 1003, 1011, 1014, 1054, 1056, 1057, 1072, 1073, 1074, 1075, 1076, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 3005, 3007, 3013, 3014, 3016, and 3017. In Census Tract 105 – Blocks 1002, 1003, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2035, 2036, 2037, 2038, 2039, 2040, 2066, 2067, 2068, 2069, 2070, 2072, 2073, 2074, 2075, 2076, 2077, 2078,

2079, 2080, 2081, 2082, 2083, 2084, and 2085. In Census Tract 106 – Blocks 1062, 3008, 3009, 3012, 3013, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, and 3027. In Census Tract 107 – Blocks 2044, 2045, 2046, 2047, 2052, 2053. In Census Tract 108 – Blocks 1016, 1017, 1018, 1025, 1026, 1027, 1029, 1030, 1031, 1032, 1033, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025. In Census Tract 109 – Block 2012. In Census Tract 110 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1007, 1010, 1011, 1012, 1013, and 1032.

(2) Ward No. 2 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 105 – Blocks 1000, 1001, 1004, 1005, 1006, 1007, 1008, 1009, 1010, and 2000. In Census Tract 106 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1063, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 3000, 3001, 3002, 3005, and 3011. In Census Tract 107 – Blocks 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1018, 1019, 1020, 1021, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, and 2000. In Census Tract 108 – Blocks 1003, and 1004.

(3) Ward No. 3 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 102 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, and 2008. In Census Tract 103 – Blocks 2001, 3000, 3001, 3002, 3003, 3004, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3029, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, and 3048. In Census Tract 104 – Blocks 1000, 1001, 1002, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1012, 1013, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1055, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 3000, 3001, 3002, 3003, 3004, 3006, 3008, 3009, 3010, 3011, 3012, 3015, 3018, and 3019. In Census Tract 110 – Blocks 1006, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, and 1027.

(4) Ward No. 4 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 102 – Blocks 2000, 2010, 2015, 2036, 2037, 2045, 4002, 4003, 4007, 4008, 4017, 4018, and 4019. In Census Tract 103 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 2000, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 3005, 3007, 3015, 3016, 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4020, 4021, 4022, 4023, 4024, 4025, 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4033, 4034, 4035, 4036, 4037, 4038, 4039, 4040, 4041, 4042, 4043, and 4044. In Census Tract 104 – Block 1085. In Census Tract 110 – Blocks 1008, 1009, 1014, 1028, 1029, 1030, 1031, 1032, 2000, 2001, 2002, 2003, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026,3027, 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4020, 4021, 5000, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5010, 5011, 5012, 5013, 5014, and 5015. In Census Tract 112 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, and 2030. In Census Tract 113 – Blocks 1000, 1002, 1006, 1007, 1018, 1021, 1023, 1026, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, and 2013.

(5) Ward No. 5 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 101 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1016, 1017, 1018, 1019, 1020, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 3000, 3001, 3002, 3003, 3004 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, and 4010. In Census Tract 102 – Blocks 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2009, 2011, 2012, 2013, 2014, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2046, 2047, 2048, 2049, 2050, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 4000, 4001, 4004,

4005, 4006, 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4020, 4021, and 4022. In Census Tract 103 – Blocks 3028 and 3030. In Census Tract 113 – Blocks 1001, 1003, 1004, 1005, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1019, 1020, 1022, 1024, and 1025.

(6) Ward No. 6 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 106 – Blocks 3003, 3004, 3006, 3007, 3010, 3014, 3015, 3016, 3017, and 3028. In Census Tract 107 – Blocks 1022, 1023, 1023, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2048, 2049, 2050, and 2051. In Census Tract 108 – Blocks 1001, 1002, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1019, 1020, 1021, 1022, 1023, 1024, and 1028. In Census Tract 109 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, and 2027. In Census Tract 110 – Blocks 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 5000, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5010, 5011, 5012, 5013, and 5014.

Section 2. Applicability. Subject to approval and clearance by the United States Justice Department as required by the Voting Rights Act of 1965, as amended, this Ordinance shall become applicable to, and shall govern the election for the Mayor and Town Council in November, 2012, and all subsequent elections, unless and until changed.

Section 3. Severability. If any part of this Ordinance is held to be unconstitutional, illegal or invalid for any reason, it shall be construed to have been the legislative intent of the Town Council of the Town of Hilton Head Island, South Carolina to pass this Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed and held to be valid as if such portion had not been included. If this Ordinance, or any provision thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

Section 4. Effective Date. This Ordinance shall become effective upon:

1) Adoption hereof by the Town Council of the Town of Hilton Head Island, South Carolina; and

2) Approval or other indication of compliance with the Voting Rights Act of 1965 and all pre-clearance requirements, by the United States Department of Justice.

PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ON THIS _____ DAY OF ___, 2011.

_____
Drew A. Laughlin, Mayor

_____
Cori Brock, Town Clerk

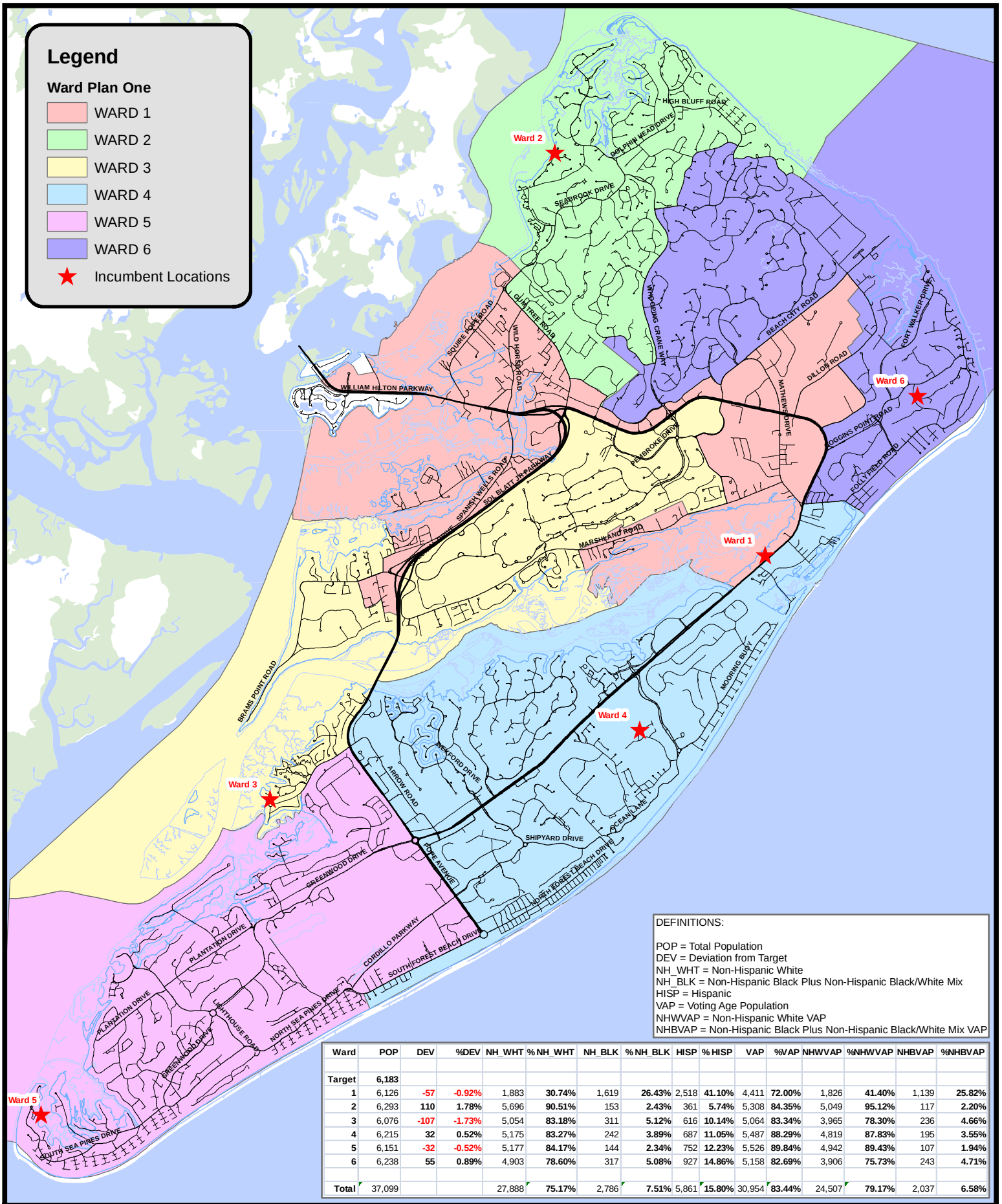
First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member:_____



DEFINITIONS:

POP = Total Population
DEV = Deviation from Target
NH_WHT = Non-Hispanic White
NH_BLK = Non-Hispanic Black Plus Non-Hispanic Black/White Mix
HISP = Hispanic
VAP = Voting Age Population
NHWVAP = Non-Hispanic White VAP
NHBVAP = Non-Hispanic Black Plus Non-Hispanic Black/White Mix VAP

Ward	POP	DEV	%DEV	NH_WHT	% NH_WHT	NH_BLK	% NH_BLK	HISP	% HISP	VAP	%VAP	NHWVAP	%NHWVAP	NHBVAP	%NHBVAP
Target	**6,183**														
1	6,126	**-57**	**-0.92%**	1,883	**30.74%**	1,619	**26.43%**	2,518	**41.10%**	4,411	**72.00%**	1,826	**41.40%**	1,139	**25.82%**
2	6,293	**110**	**1.78%**	5,696	**90.51%**	153	**2.43%**	361	**5.74%**	5,308	**84.35%**	5,049	**95.12%**	117	**2.20%**
3	6,076	**-107**	**-1.73%**	5,054	**83.18%**	311	**5.12%**	616	**10.14%**	5,064	**83.34%**	3,965	**78.30%**	236	**4.66%**
4	6,215	**32**	**0.52%**	5,175	**83.27%**	242	**3.89%**	687	**11.05%**	5,487	**88.29%**	4,819	**87.83%**	195	**3.55%**
5	6,151	**-32**	**-0.52%**	5,177	**84.17%**	144	**2.34%**	752	**12.23%**	5,526	**89.84%**	4,942	**89.43%**	107	**1.94%**
6	6,238	**55**	**0.89%**	4,903	**78.60%**	317	**5.08%**	927	**14.86%**	5,158	**82.69%**	3,906	**75.73%**	243	**4.71%**
Total	37,099			27,888	**75.17%**	2,786	**7.51%**	5,861	**15.80%**	30,954	**83.44%**	24,507	**79.17%**	2,037	**6.58%**

TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341 - 4600

Date Created: June 9, 2011

Project - Wards2011_Plan1_8x11.mxd (nwh)

Town of Hilton Head Island

Redistricting 2011 - Ward Plan One

June 9, 2011

3,200 1,600 0 3,200 6,400 9,600 Feet

1 inch = 6,321 feet

N W E S

The information on this map has been compiled 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 assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.

Proposed Ordinance 2011-29

Proposed Redistricting Plan #2

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2011- **PROPOSED ORDINANCE NO. 2011-29**

AN ORDINANCE TO AMEND SECTION 3-1-210 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO ESTABLISH THE BOUNDARIES OF THE TOWN OF HILTON HEAD ISLAND'S SIX WARDS BY REDISTRICTING OPTION TWO; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina did previously adopt Title 3, Code of the Town of Hilton Head Island, (1983), to provide for municipal elections in accordance with the provisions of Title 5-5-10, et seq., Code of Laws of South Carolina, (1976); and

WHEREAS, the Town Council of the Hilton Head Island, South Carolina finds that the results of the 2010 census show an increase in the population and change in the demographics of certain existing wards within the Town of Hilton Head Island, South Carolina; and

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina finds that in order to comply with the Voting Rights Act of 1965 and all United States Department of Justice Preclearance requirements, the Town of Hilton Head Island, South Carolina must now re-draw the several ward boundaries (redistrict); and

WHEREAS, this Ordinance shall establish, subject to the requirements of the Voting Rights Act of 1965 and all United States Department of Justice Preclearance requirements, the designation of the several ward boundaries.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA; AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAID TOWN COUNCIL THAT:

NOTE: Underlined and bold-face typed portions indicate additions to the Municipal Code. ~~Stricken~~ portions indicate deletions to the Municipal Code.

Section 1. That Section 3-1-210, Code of the Town of Hilton Head Island, shall be amended as follows:

Section 3-1-210. Ward boundaries.

Wards established. There shall be six (6) wards within the town. The boundaries for the six (6) single ward districts shall be as set forth in the following descriptions and on the accompanying map:

~~*(1)* *Ward No. 1.* Beginning at a point, which point is the centerline intersection of Dillon Road and Union Cemetery Road; thence in a southeasterly and southwesterly direction along the centerline of Union Cemetery Road to the centerline intersection of Union Cemetery Road and William Hilton Parkway; thence in a southerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Folly Field Road; thence in an easterly direction along the centerline of Folly Field Road to a point where it intersects an extension of the western boundary line of Hilton Head Beach and Tennis Resort; thence in a southerly and westerly direction along the western boundary of Hilton Head Beach and Tennis Resort to a point where it intersects the northern boundary of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 19A; thence in a southeasterly and southwesterly direction along the boundary line between said Parcel 19A on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point where it intersects the northern boundary of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 20; thence in a southeasterly direction along the boundary line between said Parcel 20 on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point which is the northeastern property corner of Parcel 20 on Beaufort County Tax Map 8; thence in a southerly direction along the eastern boundary of Parcel 20 on Beaufort County Tax Map 8 and continuing in a southerly direction along the eastern boundary of a parcel of land known as Lot 44 of Bradley Memorial Beach Subdivision to a point where an extension of the eastern boundary of the aforementioned Lot 44 of Bradley Memorial Beach Subdivision intersects the centerline of Bradley Beach Road; thence in a northwesterly direction along the centerline of Bradley Beach Road to the centerline intersection of Bradley Beach Road and William Hilton Parkway; thence in a southwesterly direction along the centerline of William Hilton Parkway to a point where it intersects with an extension of the northeastern boundary of the Shelter Cove development; thence in a northwesterly direction along the northeastern boundary of Shelter Cove and an extension of this boundary line to a point where it intersects the southern edge of the waters of Broad Creek; thence in a meandering northeasterly direction along the southern edge of the waters of Broad Creek to a point where it intersects the northern edge of the waters of Broad Creek; thence in a meandering southwesterly direction along the northern edge of the waters of Broad Creek to a point where it meets an extension of the northeastern boundary line of the property of the development known as River Club; thence in a northerly and northwesterly direction along the extended and actual northeastern boundary line of the River Club property to a point where an extension of the boundary line intersects the centerline of Marshland Road; thence in a northeasterly direction along the centerline of Marshland Road to the centerline intersection of Marshland Road and Golden Bear Way; thence in a northerly direction along the centerline of Golden Bear Way to the centerline intersection~~

~~of Golden Bear Way and Indigo Run Drive; thence in a northeasterly direction along the centerline of Indigo Run Drive to the centerline intersection of Indigo Run Drive and Wentworth Place; thence in a southerly direction along the centerline of Wentworth Place to the centerline intersection of Wentworth Place and Sussex Lane; thence in an easterly direction along the centerline of Sussex Lane to the centerline intersection of Sussex Lane and Whitney Place; thence in a northeasterly direction along the centerline of Whitney Place to a point where it intersects the centerline of a major overhead power line; thence in a southeasterly direction along the centerline of the major overhead power line to a point where it intersects the centerline of Victoria Square Crossing; thence in a southerly direction along the centerline of Victoria Square Crossing to the centerline intersection of Victoria Square Crossing and the southernmost leg of Victoria Square Drive; thence in an easterly direction along the centerline of Victoria Square Drive to a point where the centerline turns to the north; thence continuing in a northerly direction along the centerline of Victoria Square Drive to a point where the centerline turns to the east to intersect Leg O'Mutton Road; thence continuing in an easterly direction along the centerline of Victoria Square Drive to the centerline intersection of Victoria Square Drive and Leg O'Mutton Road; thence in a northerly and northwesterly direction along the centerline of Leg O'Mutton Road to the intersection of the centerlines of Leg O'Mutton Road, Indigo Run Drive, and Pembroke Drive; thence in a westerly and northwesterly direction along the centerline of Pembroke Drive to the centerline intersection of Pembroke Drive and William Hilton Parkway; thence in a westerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Wilborn Road; thence in a southwesterly direction along a line which separates 2000 U.S. Census Blocks 1003 and 1030 in Tract 104 to a point where the line intersects the centerline of Sol Blatt Jr. Parkway; thence in a southwesterly and southerly direction along the centerline of Sol Blatt Jr. Parkway to a point where it meets an extension of the centerline of Muddy Creek Court; thence in a westerly direction along the extended and actual centerline of Muddy Creek Court to the centerline intersection of Muddy Creek Court and Muddy Creek Road; thence in a northerly direction along the centerline of Muddy Creek Road to the centerline intersection of Muddy Creek Road and Bryant Road; thence in a westerly and northerly direction along the centerline of Bryant Road to the centerline intersection of Bryant Road and Spanish Wells Road; thence in a westerly direction along the centerline of Spanish Wells Road to a point where it meets the northern boundary line of Spanish Wells Plantation; thence in a northwesterly direction along the northern boundary line of Spanish Wells Plantation and an extension of this boundary line to a point where it intersects the municipal limits of the Town of Hilton Head Island; thence in a northerly direction along the municipal limits of the Town of Hilton Head Island to a point where the municipal limits intersect the mean low water line on the southern shore of a portion of land known as Jenkins~~

~~Island; thence in an irregular easterly direction along the mean low water line of the southern shore of Jenkins Island to the intersection with the southern edge of the right-of-way of U.S. Highway 278; thence in a westerly direction along the southern edge of the right-of-way of U.S. Highway 278 following the municipal limits of the Town of Hilton Head Island to a point where the municipal limits cross the right-of-way; thence in a northeasterly direction following the municipal limits of the Town of Hilton Head Island across the right-of-way of U.S. Highway 278 and along the east side of an unnamed tidal creek to the southern edge of the waters of Skull Creek; thence in an easterly direction along the southern edge of the waters of Skull Creek to the western boundary of a development now or formerly known as "Outdoor Resorts"; thence in a southeasterly, easterly, and northwesterly direction around the property of the development now or formerly known as "Outdoor Resorts" to the southern edge of the waters of Skull Creek; thence in an easterly and northeasterly direction along the southern and eastern edge of the waters of Skull Creek to an extension of the southwestern boundary of Hilton Head Plantation; thence in a southeasterly and southwesterly direction along the extended and actual southwestern boundary of Hilton Head Plantation to the property corner nearest to the intersection of the centerlines of Wilborn Road and Main Street; thence from said property corner in a southwesterly direction to the intersection of the centerlines of Wilborn Road and Main Street; thence in a southeasterly and northeasterly direction along the centerline of Main Street to the centerline intersection of Main Street and Whooping Crane Way; thence in a southeasterly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and William Hilton Parkway; thence in a northeasterly and easterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Dillon Road; thence in a northerly and northeasterly direction along the centerline of Dillon Road to the centerline intersection of Dillon Road and Union Cemetery Road, which point is the point of beginning.~~

~~(2) *Ward No. 2.* Beginning at a point, which point is the intersection of the centerlines of Whooping Crane Way and Main Street; thence in a southwesterly and northwesterly direction along the centerline of Main Street to the centerline intersection of Main Street and Wilborn Road; thence in a northeasterly direction to the property corner of Hilton Head Plantation which is the nearest property corner to the intersection of the centerlines of Main Street and Wilborn Road; thence in a northeasterly and northwesterly direction along the southwestern boundary of Hilton Head Plantation to a point where an extension of the boundary line of Hilton Head Plantation intersects the eastern edge of the waters of Skull Creek; thence in a meandering northerly, easterly and southeasterly direction along the eastern edge of the waters of Skull Creek and~~

~~southern edge of the waters of Port Royal Sound, which line forms the northern shore of Hilton Head Island and the western and northern edges of Hilton Head Plantation, to a point where the southern edge of the waters of Port Royal Sound meets an extension of the northeastern property line of Hilton Head Plantation; thence inland in a southwesterly direction along the extended and actual property line of Hilton Head Plantation to a point where it intersects an extension of the centerline of Pelican Watch Way; thence in a westerly direction along the extended and actual centerline of Pelican Watch Way to the centerline intersection of Pelican Watch Way and Hickory Forest Drive; thence in a northwesterly and southwesterly direction along the centerline of Hickory Forest Drive to the centerline intersection of Hickory Forest Drive and High Bluff Road; thence in a northerly direction along the centerline of High Bluff Road to the northernmost centerline intersection of High Bluff Road and Myrtle Bank Road; thence in a southwesterly direction along the centerline of Myrtle Bank Road to the southernmost centerline intersection of Myrtle Bank Road and High Bluff Road; thence in a westerly direction along the centerline of High Bluff Road to the centerline intersection of High Bluff Road and Whooping Crane Way; thence in a southerly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and Main Street, which point is the point of beginning.~~

~~*(3)* *Ward No. 3.* Beginning at a point, which point is the centerline intersection of Lagoon Road and Pope Avenue; thence in a northwesterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Sea Pines Circle; thence in a clockwise direction along the centerline of Sea Pines Circle to the centerline intersection of Sea Pines Circle and Palmetto Bay Road; thence in a northwesterly direction along the centerline of Palmetto Bay Road to the centerline intersection of Palmetto Bay Road and Point Comfort Road; thence in a southwesterly direction along the centerline of Point Comfort Road to its intersection with an extension of the boundary line of Sea Pines Plantation, said boundary line lying between Sea Olive Road and Sand Fiddler Road; thence in a southerly direction along the extended and actual boundary line of Sea Pines Plantation to an unnamed tidal creek; thence in a meandering westerly direction along the unnamed tidal creek, which forms the northern limit of 2000 U.S. Census Block 3000 in Tract 102, to the eastern edge of the waters of Broad Creek; thence in a westerly direction directly across the waters of Broad Creek to the western edge of the waters of Broad Creek, which is also the low water line of an island known as "Buck Island"; thence in a southwesterly direction along the western edge of the waters of Broad Creek to the mouth of Broad Creek where it meets the eastern edge of the waters of Calibogue Sound; thence in a northeasterly direction along the eastern edge of the waters of Calibogue Sound, which is also the low water line of the island known as "Buck~~

~~Island", and continuing in a northeasterly direction across a cut between Buck Island and Brams Point and along the western low water line of Brams Point, which is also the eastern edge of the waters of Calibogue Sound, to a point where it intersects an extension of the northern boundary line of Spanish Wells Plantation; thence in a southeasterly direction along the extended and actual boundary line of Spanish Wells Plantation to a point where it intersects the centerline of Spanish Wells Road; thence in an easterly direction along the centerline of Spanish Wells Road to the centerline intersection of Spanish Wells Road and Bryant Road; thence in a southerly and easterly direction along the centerline of Bryant Road to the centerline intersection of Bryant Road and Muddy Creek Road; thence in a southerly direction along the centerline of Muddy Creek Road to the centerline intersection of Muddy Creek Road and Muddy Creek Court; thence in an easterly direction along the centerline of Muddy Creek Court and an extension of the centerline of Muddy Creek Court to a point where this extended centerline intersects the centerline of Sol Blatt Jr. Parkway; thence in a northerly and northeasterly direction along the centerline of Sol Blatt Jr. Parkway to a point where it intersects the line which separates 2000 U.S. Census Blocks 1003 and 1030 in Tract 104; thence in a northeasterly direction along the line which separates 2000 U.S. Census Blocks 1003 and 1030 in Tract 104 to a point at the centerline intersection of Wilborn Road and William Hilton Parkway; thence in an easterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Pembroke Drive; thence in a southerly and easterly direction along the centerline of Pembroke Drive to the centerline intersection of Pembroke Drive, Indigo Run Drive, and Leg O'Mutton Road; thence in an easterly and southerly direction along the centerline of Leg O'Mutton Road to the centerline intersection of Leg O'Mutton Road and Victoria Square Drive; thence in a westerly direction along the centerline of Victoria Square Drive to a point where it turns south; thence in a southerly direction along the centerline of the southern leg of Victoria Square Drive to a point where it turns west; thence in a westerly direction along the centerline of the southern leg of Victoria Square Drive to the centerline intersection of Victoria Square Drive and Victoria Square Crossing; thence in a northerly direction along the centerline of Victoria Square Crossing to a point where it intersects with the centerline of a major overhead power line; thence in a northwesterly direction along the centerline of the major overhead power line to a point where it intersects with the centerline of Whitney Place; thence in a southwesterly direction along the centerline of Whitney Place to the centerline intersection of Whitney Place and Sussex Lane; thence in a westerly direction along the centerline of Sussex Lane to the centerline intersection of Sussex Lane and Wentworth Place; thence in a northerly direction along the centerline of Wentworth Place to the centerline intersection of Wentworth Place and Indigo Run Drive; thence in a southwesterly direction along the centerline of Indigo Run Drive to the centerline intersection of Indigo Run Drive and~~

~~Golden Bear Way; thence in a southerly direction along the centerline of Golden Bear Way to the centerline intersection of Golden Bear Way and Marshland Road; thence in a southwesterly direction along the centerline of Marshland Road to a point where it intersects with an extension of the northeastern boundary line of a development known as River Club; thence in a southeasterly and southerly direction along the extended and actual northeastern boundary line of River Club to a point where an extension of the boundary line intersects the northern edge of the waters of Broad Creek; thence in a southeasterly direction across the waters of Broad Creek to a point on the southern edge of the waters of Broad Creek where this southern edge intersects with an extension of the boundary line which separates the Shelter Cove and Yacht Cove developments; thence in a southeasterly direction along the extended and actual boundary line which separates the Shelter Cove and Yacht Cove developments to a point which is the northernmost property corner in the Bellhaven Way subdivision; thence in a southwesterly direction along the northwestern boundary line of the Bellhaven Way subdivision and the northwestern boundary line of the Wyndemere development to a point where this boundary line intersects the northeastern boundary of Long Cove Club; thence in a southeasterly direction along the northeastern boundary of Long Cove Club to a point where it intersects the centerline of Marina Side Drive; thence in a southerly, southwesterly and southeasterly direction along the centerline of Marina Side Drive to the westernmost centerline intersection of Marina Side Drive and William Hilton Parkway; thence in a southwesterly direction along the centerline of William Hilton Parkway to a point where it intersects an extension of the boundary line which separates Shipyard and Palmetto Dunes developments; thence in a southeasterly direction along the extended and actual boundary line between Shipyard and Palmetto Dunes developments to a point where the boundary line becomes adjacent to the centerline of Shipyard Drive; thence from this point in a southwesterly direction to and along the centerline of Shipyard Drive to the centerline intersection of Shipyard Drive and Barcelona Drive; thence in a southerly and southwesterly direction along the centerline of Barcelona Drive to a point where it intersects the property line of a development known as Brigantine Quarters; thence in a southeasterly direction along the property line of Brigantine Quarters to a point where it intersects the boundary line between Shipyard development and North Forest Beach Subdivision; thence in a southwesterly direction along the boundary line between Shipyard development and North Forest Beach Subdivision to a point where it intersects the right-of-way of Lagoon Road and the right-of-way of Ibis Street; thence in a southwesterly direction to the centerline intersection of Lagoon Road and Ibis Street; thence in a southwesterly direction along the centerline of Lagoon Road to the centerline intersection of Lagoon Road and Pope Avenue, which point is the point of beginning.~~

~~*(4)* W*ard No. 4.* Beginning at a point, which point is the centerline intersection of Pope Avenue and Lagoon Road; thence in a northeasterly direction along the centerline of Lagoon Road to the centerline intersection of Lagoon Road and Ibis Street; thence in a northeasterly direction to the intersection of the northern right-of-way of Lagoon Road, the northeastern right-of-way of Ibis Street and the boundary line between Shipyard development and North Forest Beach Subdivision; thence in a northeasterly direction along the boundary line between Shipyard development and North Forest Beach Subdivision to a point where it meets the southeastern property corner of a development known as Brigantine Quarters; thence in a northwesterly direction along the property line of Brigantine Quarters to a point where it intersects the centerline of Barcelona Drive; thence in a northeasterly and northerly direction along the centerline of Barcelona Drive to the centerline intersection of Barcelona Drive and Shipyard Drive; thence in a northeasterly direction along the centerline of Shipyard Drive to a point where the centerline turns to the southwest and becomes adjacent to the boundary line between Shipyard and Palmetto Dunes developments; thence in a northeasterly and northwesterly direction to and along the boundary line between Shipyard and Palmetto Dunes developments to a point where an extension of this boundary line intersects the centerline of William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to the most southwestern centerline intersection of William Hilton Parkway and Marina Side Drive; thence in a northwesterly and northeasterly direction along the centerline of Marina Side Drive to a point where it intersects the northeastern boundary line of Long Cove Club; thence in a northwesterly direction along the northeastern boundary line of Long Cove Club to a point where it intersects the northwestern boundary line of Wyndemere development; thence in a northeasterly direction along the northwestern boundary line of Wyndemere development and the northwestern boundary line of the Bellhaven Way subdivision to a point which intersects the southwestern boundary line of Shelter Cove, said point being the northernmost property corner of the Bellhaven Way subdivision; thence in a northwesterly direction along the southwestern boundary line of Shelter Cove, which line separates Shelter Cove and Long Cove developments, to a point where an extension of this boundary line intersects the southern edge of the waters of Broad Creek; thence in a meandering northeasterly direction along the southern edge of the waters of Broad Creek to a point where this edge intersects with an extension of the northeastern boundary line of Shelter Cove development; thence in a southeasterly direction along the extended and actual northeastern boundary of Shelter Cove development to a point where it intersects the centerline of William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Bradley Beach Road; thence in a southeasterly direction along the centerline of Bradley Beach Road to a point where it~~

~~intersects an extension of the southeastern property line of a parcel of land known as Lot 44 of Bradley Memorial Beach Subdivision; thence in a northerly direction along the extended and actual eastern boundary of the aforementioned Lot 44 of Bradley Memorial Beach Subdivision and continuing in a northerly direction along the eastern boundary of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 20 to a point where it intersects the southern boundary of the property of the Hilton Head Beach and Tennis Resort, said point being the most northeastern property corner of the aforementioned Parcel 20 on Beaufort County Tax Map 8; thence in a northwesterly direction along the boundary line which separates Parcel 20 on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point where the boundary of Hilton Head Beach and Tennis Resort turns to the northeast, said point also being the most southeastern property corner of a parcel of land designated on Beaufort County Tax Map 8 as Parcel 19A; thence in a northeasterly and northwesterly direction along the boundary line which separates the aforementioned Parcel 19A on Beaufort County Tax Map 8 and the property of Hilton Head Beach and Tennis Resort to a point where the boundary line of Hilton Head Beach and Tennis Resort turns to the north, said point also being the southernmost property corner of a parcel of land designated on Beaufort County Tax Map 9 as Parcel 1000; thence in a northerly and easterly direction along the boundary which separates the aforementioned Parcel 1000 on Beaufort County Tax Map 9 and the property of Hilton Head Beach and Tennis Resort to a point where an extension of this boundary line intersects with the centerline of Folly Field Road; thence in a westerly direction along the centerline of Folly Field Road to the centerline intersection of Folly Field Road and William Hilton Parkway; thence in a northeasterly direction along the centerline of William Hilton Parkway to a point where it intersects with an extension of the boundary line which separates Port Royal Plantation and the Barony Woods development; thence in a southeasterly direction along the extended and actual boundary line which separates Port Royal Plantation and the Barony Woods development and also separates Port Royal Plantation and the Stones Throw development to a point where this boundary line turns to the northeast; thence in a northeasterly direction along the boundary line which separates Port Royal Plantation and the Stones Throw development and also separates Port Royal Plantation and the Fiddlers Cove development to a point where it intersects the boundary line of the Links at Port Royal development, said point being the most southwestern property corner of the Links at Port Royal development; thence meandering in a northeasterly, southeasterly, northeasterly, and northwesterly direction along the boundary line which separates the Links at Port Royal development and the Fiddlers Cove development and also separates the Links at Port Royal development and the Ocean Palms development to a point where the boundary line of the Ocean Palms development turns to the northeast and is no longer a common boundary with the Links at Port Royal; thence in a northeasterly~~

~~direction along the boundary line which separates Port Royal Plantation on the northwest from the Ocean Palms, the Royal Dunes, and the Port Royal Tennis Village developments on the southeast and continuing along an extension of this boundary line to a point where it intersects the centerline of Grasslawn Avenue; thence in a southeasterly direction along the centerline of Grasslawn Avenue to a point which is closest to the most northwestern corner of the property of the Westin Hotel; thence in a southeasterly direction to the most northwestern property corner of the property of the Westin Hotel; thence in a southeasterly direction along the southwestern boundary of the property of the Westin Hotel to a point where an extension of this boundary line intersects with the mean low water line of the Atlantic Ocean; thence in a southwesterly direction along the mean low water line of the Atlantic Ocean to a point where it intersects an extension of the boundary line between Sea Pines development and South Forest Beach Subdivision; thence in a northerly direction along the extended and actual boundary line between Sea Pines development and South Forest Beach Subdivision to a point where an extension of this boundary line intersects with the centerline of South Forest Beach Drive; thence in a westerly direction along the centerline of South Forest Beach Drive to the centerline intersection of South Forest Beach Drive and Cordillo Parkway; thence in a northeasterly direction along the centerline of Cordillo Parkway to the centerline intersection of Cordillo Parkway and Pope Avenue; thence in a southeasterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Lagoon Road, which point is the point of beginning.~~

~~(5) *Ward No. 5.* Beginning at a point, which point is the centerline intersection of Pope Avenue and Cordillo Parkway; thence in a southwesterly direction along the centerline of Cordillo Parkway to the centerline intersection of Cordillo Parkway and South Forest Beach Drive; thence in a southeasterly direction along the centerline of South Forest Beach Drive to a point where it intersects with an extension of the boundary line between Sea Pines development and South Forest Beach Subdivision; thence in a southeasterly direction along the extended and actual boundary line between Sea Pines development and South Forest Beach Subdivision to a point where an extension of this boundary line intersects with the mean low water line of the Atlantic Ocean; thence in a southwesterly, northwesterly and northeasterly direction along the mean low water line of the Atlantic Ocean and Calibogue Sound to the mouth of Braddocks Cove; thence in a northeasterly direction along the southern edge of the waters of Calibogue Sound and the southern edge of the waters of Broad Creek to a point at the mouth of an unnamed tidal creek opposite Buck Island, which unnamed tidal creek forms the northern limit of 2000 U.S. Census Block 3000 in Tract 102; thence in a meandering easterly direction along the unnamed tidal creek which also is the northern boundary of 2000 U.S. Census Block 3000~~

~~in Tract 102 to a point where it intersects with an extension of the Sea Pines development boundary line, said boundary line lying between Sea Olive Road and Sand Fiddler Road; thence in a northerly direction along the extended and actual boundary line of Sea Pines development to a point where an extension of this boundary line intersects the centerline of Point Comfort Road; thence in a northeasterly direction along the centerline of Point Comfort Road to the centerline intersection of Point Comfort Road and Palmetto Bay Road; thence in a southeasterly direction along the centerline of Palmetto Bay Road to the centerline intersection of Palmetto Bay Road and Sea Pines Circle; thence in a counter-clockwise direction along the centerline of Sea Pines Circle to the centerline intersection of Sea Pines Circle and Pope Avenue; thence in a southeasterly direction along the centerline of Pope Avenue to the centerline intersection of Pope Avenue and Cordillo Parkway, which point is the point of beginning.~~

~~*(5)* *Ward No. 6.* Beginning at a point, which point is the intersection of the centerline of William Hilton Parkway and Union Cemetery Road; thence in a northeasterly and northwesterly direction along the centerline of Union Cemetery Road to the centerline intersection of Union Cemetery Road and Dillon Road; thence in a southwesterly direction along the centerline of Dillon Road to the centerline intersection of Dillon Road and William Hilton Parkway; thence in a westerly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Whooping Crane Way; thence in a northerly direction along the centerline of Whooping Crane Way to the centerline intersection of Whooping Crane Way and High Bluff Road; thence in an easterly direction along the centerline of High Bluff Road to the southernmost centerline intersection of High Bluff Road and Myrtle Bank Road; thence in northerly and northeasterly direction along the centerline of Myrtle Bank Road to the northernmost centerline intersection of Myrtle Bank Road and High Bluff Road; thence in a southerly direction along the centerline of High Bluff Road to the centerline intersection of High Bluff Road and Hickory Forest Drive; thence in a northeasterly and southeasterly direction along the centerline of Hickory Forest Drive to the centerline intersection of Hickory Forest Drive and Pelican Watch Way; thence in a northeasterly and easterly direction along the centerline of Pelican Watch Way to a point where an extension of this centerline intersects the eastern boundary line of Hilton Head Plantation; thence in a northeasterly direction along the eastern boundary line of Hilton Head Plantation to a point where an extension of this boundary line intersects with the mean low water line of the southern edge of the waters of Port Royal Sound; thence in a southeasterly, southerly and southwesterly direction along the mean low water line of the southern edge of the waters of Port Royal Sound and the western edge of the waters of the Atlantic Ocean to a point where the mean low water line of the western edge of the waters of~~

~~the Atlantic Ocean intersects with an extension of the southwest boundary line of the property of the Westin Hotel; thence in a northwesterly direction along the extended and actual southwest boundary line of the property of the Westin Hotel to a point which is the most northwestern property corner of the property of the Westin Hotel; thence in a northwesterly direction to the point on the centerline of Grasslawn Avenue which is closest to the aforementioned northwest property corner of the property of the Westin Hotel; thence in a northwesterly direction along the centerline of Grasslawn Avenue to a point where it intersects an extension of the boundary line which separates Port Royal Plantation and Port Royal Tennis Village; thence in a southwesterly direction along the boundary line which separates Port Royal Plantation on the northwest from the Port Royal Tennis Village, Royal Dunes, and Ocean Palms developments on the southeast to a point where it intersects the boundary of the property of the Links at Port Royal development; thence meandering in a southeasterly, southwesterly, northwesterly and southwesterly direction along the boundary line which separate the Links at Port Royal development from the Ocean Palms development and also separates the Links at Port Royal development from the Fiddlers Cove development to a point which is the most southwestern property corner of the Links at Port Royal development; thence in a southwesterly direction along the boundary line which separates Port Royal Plantation on the northwest from the Fiddlers Cove and Stones Throw developments on the southeast to a point where the boundary line turns to the northwest; thence in a northwesterly direction along the boundary line which separates Port Royal Plantation on the northeast from the Stones Throw and Barony Woods developments on the southwest and continuing in a northwesterly direction along an extension of this boundary line to a point where this extension intersects with the centerline of William Hilton Parkway; thence in a northerly and northwesterly direction along the centerline of William Hilton Parkway to the centerline intersection of William Hilton Parkway and Union Cemetery Road, which point is the point of beginning.~~

(1) Ward No. 1 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 104 – Blocks 1003, 1011, 1014, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 3005, 3007, 3013, 3014, 3016, and 3017. In Census Tract 105 – Blocks 1002, 1003, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2035, 2036, 2037, 2038, 2039, 2040, 2066, 2067, 2068, 2069, 2070, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086,

and 2089. In Census Tract 106 – Blocks 1062, 3008, 3009, 3012, 3013, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, and 3027. In Census Tract 107 – Blocks 2044, 2045, 2046, 2047, 2052, and 2053. In Census Tract 108 – Blocks 1016, 1017, 1018, 1025, 1026, 1027, 1029, 1030, 1031, 1032, 1033, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025. In Census Tract 109 – Block 2012. In Census Tract 110 – Blocks 1000, 1001, 1002, 1003, 1004, 1006, 1010, 2000, 2001, 2002, 2003, 3000, 3001, 3002, 3003, 3004, 3005, 3006, and 3007.

(2) Ward No. 2 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 105 – Blocks 1000, 1001, 1004, 1005, 1006, 1007, 1008, 1009, 1010, and 2000. In Census Tract 106 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059 1060, 1061, 1063, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 3000, 3001, 3002, 3005, and 3011. In Census Tract 107 – Blocks 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1018, 1019, 1020, 1021, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, and 2000. In Census Tract 108 – Blocks 1002, and 1004.

(3) Ward No. 3 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 102 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 2000, 2008, 2010, 2015, 2036, 2037, 2045, 4002, 4003, 4007, 4008, 4017, 4018, and 4019. In Census Tract 103 – Blocks 1000, 1002, 1003, 1004, 1005 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1037, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3029, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4020, 4021, 4022, 4023, 4024, 4025, 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4033, 4034, 4035, 4036, 4037, 4038, 4039, 4040, 4041, 4042, 4043, and 4044. In Census Tract 104 – Blocks 1077, 1078, 1079, 1080, 1087, 3000, 3001, 3002, 3003, 3004, 3006, 3008, 3009, 3010, 3011, 3012, 3015, 3018, and 3019. In Census Tract 110 – Blocks 1028, 1029, 1030, 1008,

1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1050, 1051, and 1052. In Census Tract 112 – Blocks 1004, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, and 1024. In Census Tract 113 – Blocks 1000, 1002, 1006, 1007, 1018, and 1023.

(4) Ward No. 4 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 103 – Blocks 1001, 1035, 1036, 4000, and 4001. In Census Tract 104 – Blocks 1000, 1001, 1002, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1012, 1013, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1081, 1082, 1083, 1084, 1085, 1086, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, and 1098. In Census Tract 110 – Blocks 1005, 1006, 1007, 1008, 1009, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1031, and 1032. In Census Tract 111 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1047, 1048, 1049, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4020, 4021, 5000, 5001, 5002, 5003, 5004, 5005, 5006, 5007 5008, 5009, 5010, 5011, 5012, 5013, 5014, and 5015. In Census Tract 112 – Blocks 1000, 1002, 1003, 1005, 1006, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, and 2030. In Census Tract 113 – Blocks 1021, 1026, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, and 2013.

(5) Ward No. 5 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 101 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1016, 1017, 1018, 1019, 1020, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, and 4010. In Census Tract 102 – Blocks 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2009, 2011, 2012, 2013, 2014, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2046, 2047, 2048,

2049, 2050, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 4000, 4001, 4004, 4005, 4006, 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4020, 4021, and 4022. In Census Tract 103 – Blocks 3028 and 3030. In Census Tract 113 – Blocks 1001, 1003, 1004, 1005, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, and 1019.

(6) Ward No. 6 – Lying in the Town of Hilton Head Island, located in Beaufort County, SC, and incorporating in total the following US Census Bureau 2010 Census Blocks:

In Census Tract 106 – Blocks 3003, 3004, 3006, 3007, 3010, 3014, 3015, 3016, 3017, and 3028. In Census Tract 107 – Blocks 1022, 1023, 1024, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2048, 2049, 2050, and 2051. In Census Tract 108 – Blocks 1001, 1002, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1019, 1020, 1021, 1022, 1023, 1024, and 1028. In Census Tract 109 – Blocks 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026 and 2027. In Census Tract 110 – Blocks 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 5000, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5010, 5011, 5012, 5013, and 5014.

Section 2. Applicability. Subject to approval and clearance by the United States Justice Department as required by the Voting Rights Act of 1965, as amended, this Ordinance shall become applicable to, and shall govern the election for the Mayor and Town Council in November, 2012, and all subsequent elections, unless and until changed.

Section 3. Severability. If any part of this Ordinance is held to be unconstitutional, illegal or invalid for any reason, it shall be construed to have been the legislative intent of the Town Council of the Town of Hilton Head Island, South Carolina to pass this Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed and held to be valid as if such portion had not been included. If this Ordinance, or any provision thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

Section 4. Effective Date. This Ordinance shall become effective upon:

1) Adoption hereof by the Town Council of the Town of Hilton Head Island, South Carolina; and

2) Approval or other indication of compliance with the Voting Rights Act of 1965 and all pre-clearance requirements, by the United States Department of Justice.

PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ON THIS _____ DAY OF ___, 2011.

_____
Drew A. Laughlin, Mayor

_____
Cori Brock, Town Clerk

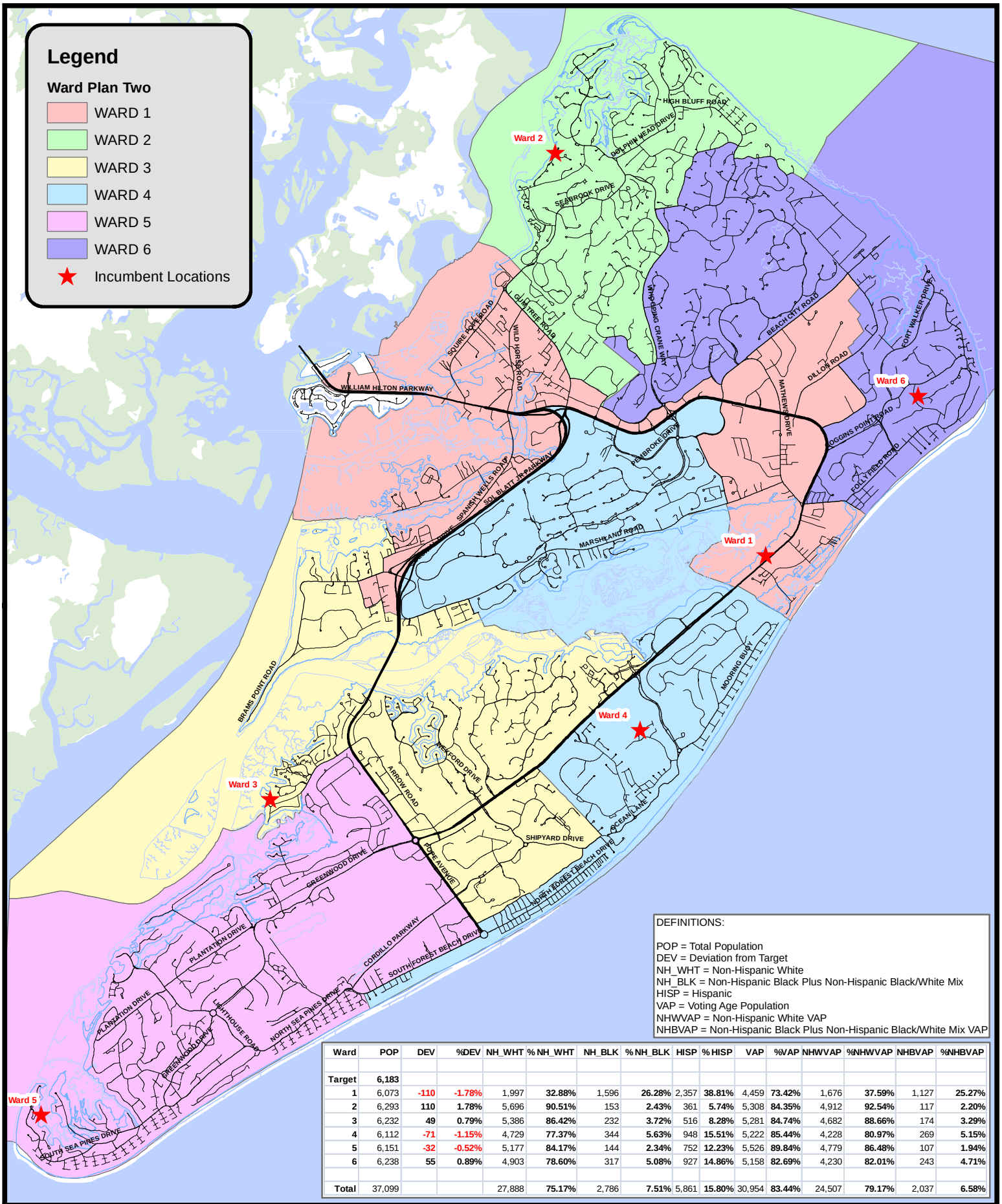
First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member:_____



DEFINITIONS:

POP = Total Population
DEV = Deviation from Target
NH_WHT = Non-Hispanic White
NH_BLK = Non-Hispanic Black Plus Non-Hispanic Black/White Mix
HISP = Hispanic
VAP = Voting Age Population
NHWVAP = Non-Hispanic White VAP
NHBVAP = Non-Hispanic Black Plus Non-Hispanic Black/White Mix VAP

Ward	POP	DEV	%DEV	NH_WHT	% NH_WHT	NH_BLK	% NH_BLK	HISP	% HISP	VAP	%VAP	NHWVAP	%NHWVAP	NHBVAP	%NHBVAP
Target	**6,183**														
1	6,073	**-110**	**-1.78%**	1,997	**32.88%**	1,596	**26.28%**	2,357	**38.81%**	4,459	**73.42%**	1,676	**37.59%**	1,127	**25.27%**
2	6,293	**110**	**1.78%**	5,696	**90.51%**	153	**2.43%**	361	**5.74%**	5,308	**84.35%**	4,912	**92.54%**	117	**2.20%**
3	6,232	**49**	**0.79%**	5,386	**86.42%**	232	**3.72%**	516	**8.28%**	5,281	**84.74%**	4,682	**88.66%**	174	**3.29%**
4	6,112	**-71**	**-1.15%**	4,729	**77.37%**	344	**5.63%**	948	**15.51%**	5,222	**85.44%**	4,228	**80.97%**	269	**5.15%**
5	6,151	**-32**	**-0.52%**	5,177	**84.17%**	144	**2.34%**	752	**12.23%**	5,526	**89.84%**	4,779	**86.48%**	107	**1.94%**
6	6,238	**55**	**0.89%**	4,903	**78.60%**	317	**5.08%**	927	**14.86%**	5,158	**82.69%**	4,230	**82.01%**	243	**4.71%**
Total	37,099			27,888	**75.17%**	2,786	**7.51%**	5,861	**15.80%**	30,954	**83.44%**	24,507	**79.17%**	2,037	**6.58%**

TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341 - 4600

Date Created: June 9, 2011

Project - Wards2011_Plan2_8x11.mxd (rwh)

Town of Hilton Head Island

Redistricting 2011 - Ward Plan Two

June 9, 2011

3,200 1,600 0 3,200 6,400 9,600 Feet

1 inch = 6,321 feet

N W E S

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