



**The Town of Hilton Head Island
Regular Public Facilities Committee Meeting**

Wednesday, November 7, 2012

2:00 p.m.

Benjamin M. Racusin Council Chambers

AGENDA

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

1. Call to Order

2. Freedom of Information Act Compliance

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

3. Committee Business

- Approval of Minutes from October 2, 2012 and October 16, 2012

4. Unfinished Business

- Proposed Easement for a Fence at Springwood Villas
- Palmetto Hall Directional Sign
- Updates to Honey Horn Master Plan and Amendments to the Agreement and Lease between the Town and Coastal Discovery Museum
- Process for Amending PUD Storm Water Agreements to Include the Acquisition of Additional Systems
- Public Dedication of Private Streets

5. New Business

6. Adjournment

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

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TOWN OF HILTON HEAD ISLAND PUBLIC FACILITIES COMMITTEE

5 Date: October 2, 2012

Time: 2:00 P.M.

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

9 Members Absent: None

11 Staff Present: Steve Riley, Scott Liggett, Charles Cousins, Susan Simmons, Jill Foster,
12 Jeff Buckalew, Teri Lewis, Shawn Colin, Nicole Dixon, Jennifer Ray,
13 Julian Walls, Tom Fultz, Brian Hulbert

15 Others Present: Tom Parker, *Lee & Parker Architects*; Barry Taylor, *FWA Group*; Frank
16 Soule, *Island Recreation Association*

18 Media Present: None

21 **1. Call to Order.**

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

23 **2. FOIA Compliance:**

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

26 **3. Committee Business:**

27 **Approval of Minutes:** September 4, 2012

28 Councilman Harkins moved to approve the Minutes of September 4, 2012. Chairman
29 Likins seconded. Councilman Williams was absent from the Meeting on September 4,
30 2012. The Minutes of September 4, 2012 were unanimously approved.

31
32 **Approval of Proposed 2013 Committee Meeting Dates:**

33 Councilman Harkins moved to approve the Proposed 2013 Committee Meeting Dates.
34 Councilman Williams seconded. The motion unanimously passed.

35
36 **4. Unfinished Business:** None

37
38 **5. New Business**

39 **• Alternate Analysis of a Standalone Aquatics Facility**

40 Nicole Dixon, Senior Planner stated at the November 11, 2011 Town Council Meeting, Town
41 Council voted to endorse in concept the Master Plan and findings prepared by Lee & Parker
42 Architects regarding the Island Recreation Center proposed expansion project. There was
43 discussion on whether or not the new Aquatics Facility should be a standalone facility
44 elsewhere on the Island and not as a component of the existing Recreation Center site and that
45 the plan would be discussed further at their Workshop.

47 After the project was discussed at Town Council’s Workshop in December, 2011, staff was
48 directed to proceed with the additional study for this proposed project: to gather further
49 information on the potential costs and benefits of creating a more civic investment by
50 constructing a standalone Aquatics Facility.

51
52 Ms. Dixon stated staff recommends the Public Facilities Committee review the findings
53 and recommendation provided in the Alternate Analysis prepared by Lee & Parker
54 Architects and The FWA Group regarding the location of the proposed standalone
55 Aquatics Facility and recommend Town Council use the Alternate Analysis findings
56 when discussing the project for potential inclusion in the Capital Improvements
57 Program Budget.

58
59 Both Tom Parker and Barry Taylor reviewed in detailed an overview of what was
60 included in the Alternate Analysis Report.

61
62 **KEY FINDINGS**

63 **Aquatics Center Building & Splash Pad**

- 64 ○ The facility should be sized properly for the anticipated size of our community,
65 current island population of +/- 34,000.
- 66 ○ The standalone facility will be a bigger building because of the need to include
67 spaces that were shared on the Rec. Center site such as the lobby, storage,
68 mechanical offices, and additional bathroom fixtures.
- 69 ○ The standalone facility allows the splash park (revenue generator) to be
70 increased from 12,000 sq. ft. to 28,000 sq. ft. and will allow expansion.
- 71 ○ The facility can be a “civic” hub type building providing expanded use for the
72 broader community if designed correctly.
- 73 ○ The relocation of the Aquatics Center to its own site will free up opportunities
74 for the existing Rec. Center site.

75
76 **Site Requirements**

- 77 ○ Land to be developed should be owned by the Town.
- 78 ○ Have good access to William Hilton Parkway.
- 79 ○ Be at least 6 acres.

80
81 **Business Plan**

- 82 ○ With this study, the aquatic program sessions were conservatively assumed to
83 increase 30%.
- 84 ○ Full time employees will increase by three and part time employees by 13.
- 85 ○ The operating budget (not including CIP) will increase over the Rec. Center site
86 location by 21%, but the government contribution will be reduced 42%.
- 87 ○ Rec. Center site: \$545,680 (government contribution: \$356,300)
- 88 ○ Standalone site: \$689,002 (government contribution: \$204,272)

89
90 **KEY CONCLUSIONS**

91 **Aquatics Center Building & Splash Pad**

- 92 ○ The pool facility will be configured with a 60 ft. x 75 ft. (8 lanes) competition
93 pool and separate 30 ft. x 75 ft. (3 lanes) training/warm up pool with ramped
94 entrance as recommended by USA Swimming.

- The splash pad area can be increased allowing the complex to serve a broader section of the population, 12,000 sq. ft. to 28,000 sq. ft.
- Both facilities will be designed for future expansion as use requires.
- The standalone Aquatics Center will be located and designed to be a trend setting “civic investment” type facility that will reflect the excellence that our community embodies.

Business Plan

- Fees will need to reflect the improved user experience, splash park fees will be tiered so the off island visitor will subsidize local users.
- The implementation and marketing of the proposed facilities and programs will result in increases in facility utilization, patrol volume and revenue increases that could exceed the projections included in the study.

Impacts to Existing Plans & Facilities

- To the existing Recreation Center expansion Master Plan:
 - No need to relocate 2 tennis courts
 - New gym could be located in such a way to save most of the playing field.
 - Parking can still be increased as previously proposed, but could be reduced if beneficial to the Master Plan.
 - The existing pool can be renovated to upgrade the filtration system and side walls and act as a seasonal “recreation” pool going forward.
 - Will retain more open space that would be suggested for this type facility.
- To the existing Chaplin Park facilities:
 - This would add horsepower to the “community center” with ball fields, tennis facility and an Aquatics Center all located in one central island location.

KEY RECOMMENDATIONS

- A new Aquatics Center complex, including a splash pad should be located at the Chaplin Park facility.
- The facility should be envisioned and designed as a high quality, dynamic and exciting recreational “civic” building.
- The Recreation Center Master Plan is to be revised to reflect the new opportunities presented by the relocation of the new pool facility.
- The existing dog park is to be re-imaged on another site, possibly the Shelter Cove side of William Hilton Parkway on the Town-owned creek front land.
- Tennis complex is to be retained and expanded in a linear fashion, as suggested with the concept plan for the Chaplin Linear Park.

Councilman Williams asked Mr. Parker if any of the memberships might include being able to go at various times – whether early morning or in the evening to swim laps. Mr. Parker responded absolutely. There will be 2-3 lanes dedicated just to swimming laps.

141 Councilman Harkins asked why capital retirement numbers were not included in this
142 Study. Mr. Parker advised that they weren't tasked to do that this time, but most of the
143 numbers from the last Study remain similar or exact.

144
145 Councilman Harkins also questioned why we weren't going to have an Olympic size
146 swimming pool to attract colleges. Mr. Parker advised this was discussed with the
147 USA Swim people and they advised we would be lucky to get two events a year as so
148 many of the colleges competing already have 50 meter pools and it would be very hard
149 to get a return on your investment.

150
151 Chairman Likins mentioned in speaking with a colleague who ran a facility with an
152 aquatics area she advised that a big revenue generator for them was a Café. A Café
153 would enable parents to grab a cup of coffee or the kids would be able to get something
154 to eat also. Chairman Likins she thinks we would be short sighted to build a facility of
155 this magnitude and just have a vending room.

156
157 Chairman Likins also asked if there were any plans to have a diving board. I think the
158 splash pad is wonderful, but most of the kids interested in the splash pad will be young.
159 Older kids either want a diving board or slides. Mr. Parker advised that there will be
160 opportunities to add that.

161
162 Chairman Likins also mentioned that she thought it would be a very good idea to make
163 sure they had a Family Membership was available.

164
165 Chairman Likins thanked Mr. Parker and Mr. Taylor for the wonderful presentation and
166 commended them for the proposal. It is long overdue and I believe families will be
167 thrilled over it.

168
169 Councilman Williams moved the Public Facilities Committee forward the Alternate
170 Analysis to Town Council with a recommendation they use the findings when
171 discussing the project for potential inclusion in the Capital Improvements Program
172 Budget. Councilman Harkins seconded. The motion unanimously passed.

173
174 • **Process for Amending PUD Storm Water Agreements to Include the Acquisition**
175 **of Additional Systems**
176 Jeff Buckalew, Town Engineer advised staff recommends the Public Facilities
177 Committee endorse a policy for the acquisition of certain storm drainage easements that
178 qualify for public service, are privately owned, and lie within the limits of a Planned
179 Unit Development (PUD) or Property Owner's Association (PUD/POA) that shares a
180 storm drainage maintenance access easement with the Town. This endorsement shall
181 be made as a recommendation for approval of the full Town Council.

182
183 Over the past few years the Town has entered into agreements for access and drainage
184 maintenance with several of the major Planned Unit Developments (Shipyard, Port
185 Royal, Hilton Head Plantation, Indigo Run, Palmetto Dunes, Leamington, Wexford and
186 Sea Pines.) Within some of these PUDs there exist storm drainage infrastructure
187 systems that lie within property or easements where the PUD has no rights to maintain
188 this infrastructure. If the owners of qualifying systems wish to have the Town maintain

189 them, this policy shall serve as the guide for them to dedicate the required easement(s)
190 to the PUD and the PUD to then dedicate them to the Town.

191
192 Councilman Williams asked how much more this would cost than what they are paying
193 now. Mr. Buckalew said he didn't have the figures right now, but there would be more
194 cost involved. Mr. Williams said the last thing he wants to do is approve a process and
195 then you come back next year and say it will cost more. From my perspective, I cannot
196 support this until I have a better feel for what it is going to cost.

197
198 Councilman Harkins moved the Public Facilities Committee defer action until we have
199 a fair understanding of the cost. Councilman Williams seconded. The motion
200 unanimously passed. Mr. Buckalew said he would come back at the next meeting with
201 an estimate of the expected quantities and will program an annual estimated
202 maintenance cost.

203
204 **6. Adjournment:**

205 Councilman Williams moved to adjourn. Councilman Harkins seconded the motion. The
206 meeting was adjourned at 3:20 p.m.

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208 Respectfully Submitted,

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211 _____
212 **Karen D. Knox**
213 **Senior Administrative Assistant**

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TOWN OF HILTON HEAD ISLAND PUBLIC FACILITIES COMMITTEE

5 Date: October 16, 2012

Time: 2:00 P.M.

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

9 Members Absent: None

11 Staff Present: Greg DeLoach, Scott Liggett, Charles Cousins, Rocky Browder

13 Others Present: Bill Ferguson, Lee Edwards, Jack Brinkley, *South Island Dredging Association*, Thomas D.W. Hutto, *GEL Engineering*

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

19 **1. Call to Order.**

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

21 **2. FOIA Compliance:**

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

24 **3. Committee Business:**

26 **4. Unfinished Business:** None

28 **5. New Business**

29 • **Proposed Maintenance Dredging of Sea Pines Waterways**

30 Jack Brinkley, South Island Dredging Association thanked the Committee for the opportunity
31 to present South Island Dredging Association's plan to restore the navigation in the Sea Pines
32 waterways and marinas. At the end of last year, Town Council was advised that a Joint
33 Resolution unanimously approved by the respective Boards of the Sea Pine Community
34 Associates and its Property Owner Group, ASPPO had recommended that these waterways and
35 marinas be hydraulically dredged with open water disposal. This followed a 15 month program
36 of independent study by these Sea Pines groups. Their study further concluded that hydraulic
37 dredging with open water disposal are the only feasible methods and there were no feasible
38 alternatives.

39
40 Mr. Brinkley mentioned that at the end of their Power Point presentation, they would be
41 seeking the endorsement of this Committee and ultimately Town Council that inland open
42 water disposal is the only practical and feasible alternative to maintain navigation of the Sea
43 Pines Creeks and Marinas.

44
45 Mr. Brinkley, along with Tom Hutto, lead Scientist and Project Manager from GEL
46 Engineering proceeded to give a Power Point Presentation detailing their dredging plan and the
47 test results supporting their recently submitted dredge application. Mr. Brinkley mentioned for

48 a point of orientation, the three dredge sites are Harbour Town Marina, Baynard Cove Creek
49 and Braddock Cove Creek.

50
51 After the presentation, Councilman Harkins stated he read the entire report and was quite
52 impressed by it. Councilman Williams asked when the closing of the public comments was.
53 Mr. Hutto advised the closing of the public comment is October 26, 2012. Chairman Likins
54 stated she would like to echo her colleagues and commend them as this is a wonderful report
55 and study; something we have long awaited to see happen. I eagerly support this and look
56 forward to it taking place. Councilman Williams mentioned that the reason this is being taken
57 up at today's Town Council Meeting is to meet the deadline for getting it in as part of the
58 public comment.

59
60 Councilman Williams moved to recommend to Town Council at today's 4:00 o'clock Regular
61 Meeting that South Island Dredging Association's Joint Federal and State Application filed
62 with the U.S. Army Corps of Engineers on September 7, 2012 as presented here today be
63 endorsed via a Town Council Resolution. I further move that the Resolution include language
64 that endorses the Dredging Association's conclusion that alternative means of disposal are not
65 available and that inland open water disposal is the only practical and feasible alternative to
66 maintain navigability of the subject creeks and marinas; that all appropriate regulatory agencies
67 take into account comments made by residents and that Town Council endorses the project
68 subject to the Association's compliance with all Federal, State and Local regulatory
69 requirements such as environmental safety and strict monitoring of the project. Councilman
70 Harkins seconded. The motion unanimously passed.

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72 **6. Adjournment:**

73 Councilman Williams moved to adjourn. Councilman Harkins seconded the motion. The
74 meeting was adjourned at 2:38 p.m.

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76 Respectfully Submitted,

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Karen D. Knox
81 **Senior Administrative Assistant**

Memo



To: Public Facilities Committee

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

From: Heather L. Colin, Development Review Administrator

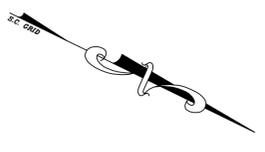
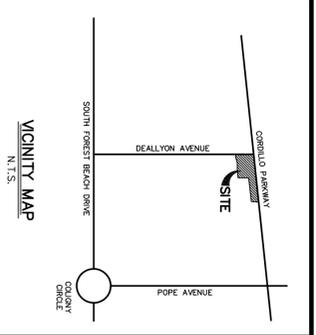
Subject: Proposed Easement for a fence at Springwood Villas

Date: October 8, 2012

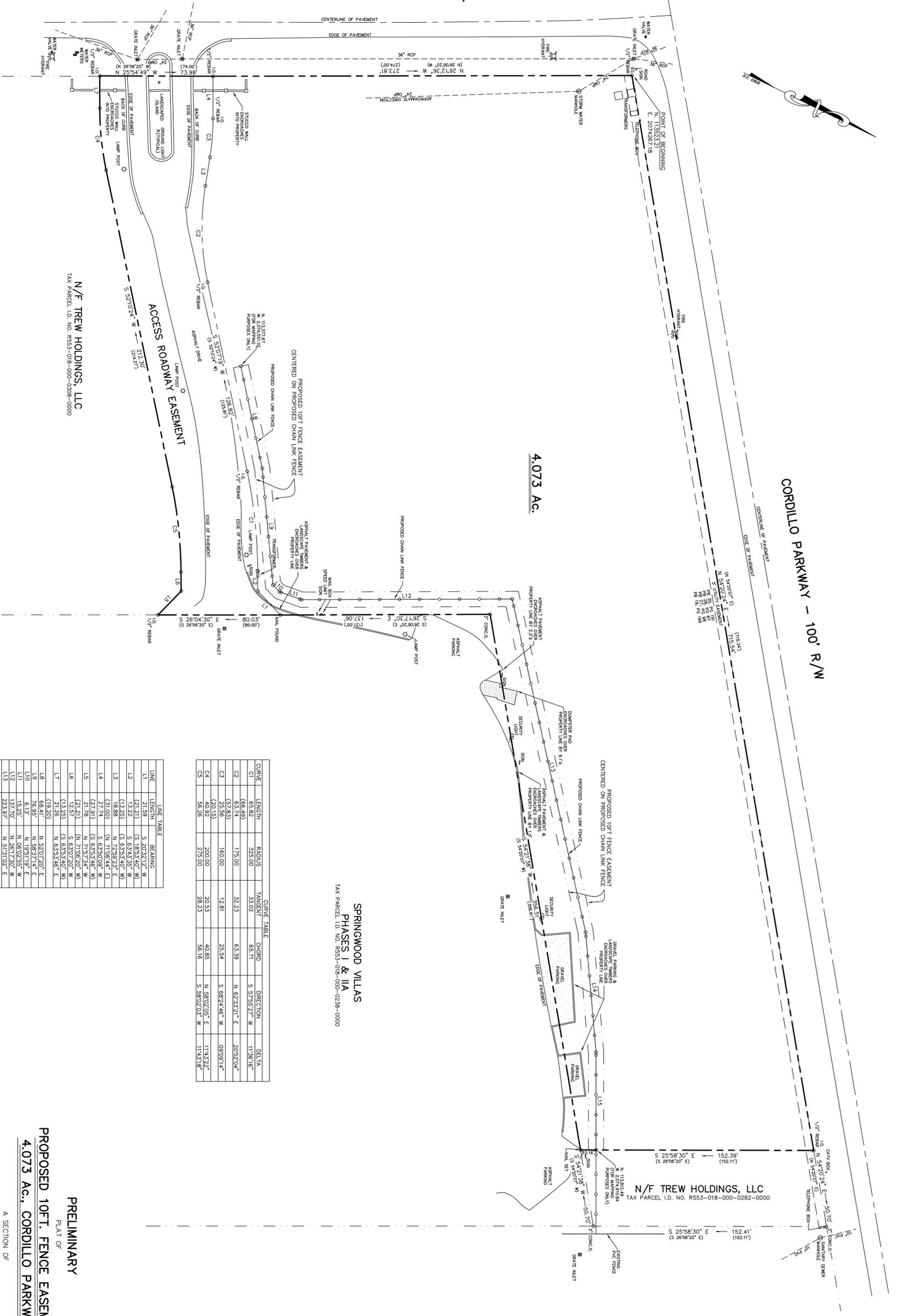
Recommendation: Staff recommends that Town Council grant a permanent easement to Springwood Horizontal Property Regime (HPR) on a portion of Town owned property, located on the corner of Pope Avenue and Cordillo Parkway and further identified as tax parcel number R553 018 000 0286 0000.

Summary: Springwood Villas would like to install a fence to deter foot traffic from passing through Town owned property to their development. They have experienced vandalism and thefts and have already installed a fence along the Coral Sands side of the property as a deterrent. The only feasible location to install a fence is on the Town owned parcel.

Background: The agent for the HPR has discussed the possibility of installing a fence with Town staff and the Town attorney to determine a location with minimal impact. The agent has also received DRB (Design Review Board) approval with conditions.



DEALLYON AVENUE - 60' R/W



CHURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD	DIRECTION	DELTA
C1	65.82	325.00	33.02	65.71	S 57°55'27" W	11°36'16"
C2	(66.49)	175.00	32.23	63.39	N 82°33'21" E	20°52'04"
C3	(57.83)	160.00	12.81	25.54	S 88°24'46" W	09°09'14"
C4	(40.92)	200.00	20.53	40.85	N 58°02'05" E	11°43'22"
C5	56.26	275.00	28.23	56.16	S 58°02'03" W	11°43'18"

LINE TABLE

LINE	LENGTH	BEARING
L1	(21.21)	S 20°52'16" W
L2	(13.22)	S 62°43'55" W
L3	(13.25)	S 63°53'40" W
L4	18.88	N 72°59'23" E
L5	(31.00)	(N 71°06'44" E)
L6	(27.74)	S 63°50'09" W
L7	(21.26)	S 63°53'46" W
L8	(19.20)	N 52°07'20" E
L9	58.95	N 58°37'14" E
L10	61.3	N 19°51'19" E
L11	15.25	N 06°02'55" W
L12	137.70	N 28°17'30" W
L13	223.97	N 51°51'02" E
L14	28.99	N 58°56'55" E
L15	64.20	N 63°53'40" E

SPRINGWOOD VILLAS
PHASES I & IIA
TAX PARCEL I.D. NO. R553-018-000-0238-0000

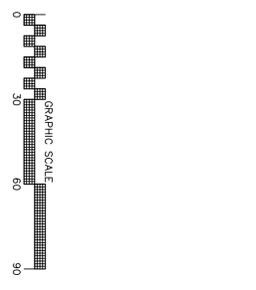
N/F TREW HOLDINGS, LLC
TAX PARCEL I.D. NO. R553-018-000-0282-0000

N/F HILTON HEAD DEVELOPMENT CO., LLC
TAX PARCEL I.D. NO. R553-018-000-0065-0000

- NOTES
- 1) I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA SURVEYING AND MAPPING ACT, CHAPTER 45, TITLE 45-100, AS AMENDED, AND THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO OBVIOUS APPARENT OR SUSPECTED ENCUMBRANCES, EASEMENTS, RIGHTS, CLAIMS, OR INTERESTS AFFECTING THE SURVEYED PROPERTY LOCATED IN THE ZONE AFFECTED BY THIS SURVEY.
 - 2) AS OF THE DATE OF THIS SURVEY, THERE IS LOCATED IN THE ZONE AFFECTED BY THIS SURVEY A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) BASE ELEVATION 13.0. FLOOD HAZARD ZONE AND BASE ELEVATION INFORMATION IS SHOWN ON THE FLOOD HAZARD ZONE MAP DATED 9/29/2006, DEPARTMENT OF THE ARMY, CORAL SANDS HORIZONTAL REGIME.
 - 3) UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
 - 4) BEARINGS AND DISTANCES IN PARENTS ARE FROM REFERENCE PLAT #1.
 - 5) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT.

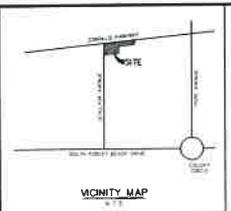
- REFERENCE PLAT:
- 1) A17A/ACSW LAND TITLE SURVEY OF 4.073 AC., CORDILLO PARKWAY, A SECTION OF BLOCK 88, FOREST BEACH SUBDIVISION, BY: JERRY L. RICHARDSON, S.C.R.L.S. NO. 11059, RECORDED: P.B. 68, PG. 132, 1/15/99.
 - 2) SPRINGWOOD VILLAS, BY: JERRY L. RICHARDSON, S.C.R.L.S. NO. 4794, DATED: 10/7/82, REVISED: 11/12/82.
 - 3) AN RESUBDIVISION SURVEY OF CORAL SANDS HORIZONTAL REGIME, BY: DONALD R. COOK, S.C.R.L.S. NO. 19010, DATED: 09/05/03, LATEST REVISION: 06/24/04, RECORDED: P.B. 100, PG. 99, 06/28/04.

PREPARED FOR: TOWN OF HILTON HEAD ISLAND
TAX PARCEL I.D. NO. R553-018-000-0286-0000



PROPOSED 10FT. FENCE EASEMENT
4.073 AC., CORDILLO PARKWAY
BLOCK 88
A SECTION OF
FOREST BEACH SUBDIVISION
HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA
SCALE: 1" = 30'
DATE: 07/31/2012 JOB NO: SC983892E

SURVEYING CONSULTANTS
17 Sherrington Drive, Suite C, Bluffton, SC 29910
SC Telephone: (843) 815-8300 FAX: (843) 815-8305
SA Telephonenumber: (843) 860-0000
OWNER: TOWN OF HILTON HEAD ISLAND



DEALLION AVENUE - 60' R/W

CORDILLO PARKWAY - 100' R/W

4.073 Ac.

SPRINGWOOD VILLAS
PHASES I & IIA
TAX PARCEL ID NO. 8531-018-000-0238-0000

N/F TREW HOLDINGS, LLC
TAX PARCEL ID NO. 8531-018-000-0238-0000

N/F HILTON HEAD DEVELOPMENT CO., LLC
TAX PARCEL ID NO. 8531-018-000-0081-0000

LINE	LENGTH	BEARING	AREA	PERIMETER	PERIMETER	PERIMETER	PERIMETER
11	43.84	S 29° 22' E	77.58	53.11	S 33° 22' W	11.08	11.08
12	198.44	S 89° 54' W	120.11	87.34	N 82° 21' E	25.62	25.62
13	63.34	S 79° 50' W	100.00	128.81	S 88° 24' W	38.89	38.89
14	20.15	S 89° 54' W	20.15	40.31	N 82° 21' E	15.43	15.43
15	96.19	S 29° 22' E	29.00	76.18	S 33° 22' W	11.11	11.11

LINE	LENGTH	BEARING
11	43.84	S 29° 22' E
12	198.44	S 89° 54' W
13	63.34	S 79° 50' W
14	20.15	S 89° 54' W
15	96.19	S 29° 22' E
16	12.11	S 89° 54' W
17	20.15	S 89° 54' W
18	12.11	S 89° 54' W
19	12.11	S 89° 54' W
20	12.11	S 89° 54' W
21	12.11	S 89° 54' W
22	12.11	S 89° 54' W
23	12.11	S 89° 54' W
24	12.11	S 89° 54' W
25	12.11	S 89° 54' W
26	12.11	S 89° 54' W
27	12.11	S 89° 54' W
28	12.11	S 89° 54' W
29	12.11	S 89° 54' W
30	12.11	S 89° 54' W

ACCESS ROADWAY EASEMENT

- NOTES
- I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND NOTES OR EXCEPT THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO OBVIOUS APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
 - AS OF THE DATE OF THIS SURVEY THE PARCELS ARE LOCATED IN ZONE 18E. A SPHERICAL EARTH MODEL WAS USED TO DETERMINE THE HORIZONTAL DISTANCE BETWEEN POINTS. HORIZONTAL DISTANCE WAS DETERMINED BY THE HORIZONTAL DISTANCE BETWEEN POINTS. HORIZONTAL DISTANCE WAS DETERMINED BY THE HORIZONTAL DISTANCE BETWEEN POINTS. HORIZONTAL DISTANCE WAS DETERMINED BY THE HORIZONTAL DISTANCE BETWEEN POINTS.
 - UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
 - BOUNDARIES AND DISTANCES IN PARENT INSTRUMENTS ARE FROM REFERENCE PLAT #1.
 - THIS SURVEY WAS PERFORMED WHOLLY IN BENEFIT OF A CURRENT TITLE REPORT.

- REFERENCE PLAT
- ALTA/ALTA LAND TITLE SURVEY OF 4.073 AC. CORDILLO PARKWAY A SECTION OF BLOCK 88 FOREST BEACH SUBDIVISION, DATED 12/10/12 BY: ROBERT E. HANDELL, SC L.S. NO. 11059 RECORDED P. 8, 34 P. 11/18/12
 - SPRINGWOOD VILLAS, PHASE I, DATED 12/11/12, REVISED 11/11/12 BY: ROBERT E. HANDELL, SC L.S. NO. 11059 RECORDED P. 8, 34 P. 11/18/12
 - AN ADJACENT SURVEY OF CORAL SANDS HORIZONTAL RECORD, PHASES I & II, V. & W. DATED 09/22/12, LATEST REVISION 08/14/14, BY: DONALD R. COLE, SC L.S. NO. 18161 RECORDED P. 6, 100, P. 29, 06/25/14

PREPARED FOR: TOWN OF HILTON HEAD ISLAND
TAX PARCEL ID NO. 8531-018-000-1036-0000

Legend:

- = encroachments allowed to remain per 2001 Agt.
- = asphalt encroachments supposed to be removed per 2001 Agt.
- = new proposed fence easement

PRELIMINARY
PROPOSED 10FT. FENCE EASEMENT
4.073 Ac., CORDILLO PARKWAY
A SECTION OF
BLOCK 88
FOREST BEACH SUBDIVISION
HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA
SCALE: 1" = 30' DATE: 07/31/2012 JOB NO: SC99382E

SURVEYING CONSULTANTS
41 Charleston, Drive, Suite E, Myrtle Beach, SC 29577
401 Northpark Drive, Myrtle Beach, SC 29577
25 Telephone (813) 888-0176

3. Easement Agreement: Springwood shall notify the Town of completion of the removal of the Lamp Posts and Asphalt Pavement Encroachments. Upon such notification, the Town shall, at its expense, cause for an updated survey of the Property to be conducted. Upon completion of the survey, the Town and Springwood shall execute an Encroachment Agreement to be recorded in the public records for Beaufort County, South Carolina, which shall reference the updated survey to be recorded simultaneously.

4. Indemnification: Springwood agrees to indemnify, defend and hold harmless the Town against and from any and all claims of damage or injury arising out of or with respect to the encroachments or the removal of the encroachments.

5. Binding Effect: All the terms, covenants and conditions of the within Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

THE TOWN OF HILTON HEAD ISLAND, SOUTH
CAROLINA

By: Thomas D. Peeples
Thomas D. Peeples, Mayor

Attest: Stephen G. Riley
Stephen G. Riley, AICP

SPRINGWOOD VILLAS HORIZONTAL PROPERTY
REGIME

By: Pat Laff
Pat Laff, President

DRB NARRATIVE

SPRINGWOOD VILLAS, HPR

August 28, 2012

The Board and owners at Springwood Villas, Horizontal Property Regime are requesting the installation of a 6 ft high, green vinyl chain link fence. The fence would be installed between Springwood property and the Town's natural area along Cordillo Parkway. Although very beautiful the Town's land is a haven for maladjusted characters and over the years the owners have experienced a severe number of criminal acts including but not limited to vandalism and/or theft of personal property. The primary purpose for the installation of the fence is to deter and/or eliminate foot traffic trespassing on Springwood property. A combined effort between Coral Sands and Springwood has resulted in the installation of a vinyl fence along their perimeter and has greatly improved the security; the Board and owners are requesting this additional fencing in hopes of the same progress. Thank you so much for your consideration and please feel free to call if a site visit is necessary.

Memo



To: Public Facilities Committee

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

From: Teri B. Lewis, LMO Official

Subject: Palmetto Hall Directional Sign

Date: October 31, 2012

Recommendation: Staff recommends that Town Council grant an easement to Palmetto Hall Plantation for signage, lighting and landscaping on a portion of Town owned property, commonly referred to as the Northridge Tract and further identified as tax parcel number R510-008-000-0102-0000.

Summary: Wood & Partners, on behalf of Palmetto Hall Plantation Property Owner's Association, has prepared plans for the construction of a freestanding directional sign on Town owned property. The sign will be lit and will have landscaping around it. All costs associated with the construction and maintenance of the sign will be borne by the Palmetto Hall Plantation POA.

Background: Representatives of Palmetto Hall approached the Town in February 2011 about constructing a freestanding directional sign for Palmetto Hall Plantation on Town owned property located at one of the two corners at the intersection of William Hilton Parkway and Beach City Road or one of the two corners at the intersection of William Hilton Parkway and Gardner Drive. The POA believes that the absence of signage along the 278 corridor has been detrimental to both the residential portion of Palmetto Hall and the associated golf courses within the PUD. The Town was receptive to this request and Palmetto Hall chose the northeast corner of the William Hilton Parkway and Beach City Road intersection based on potential visibility of the sign. Palmetto Hall has been working since that time to obtain approval from the Hilton Head Island Land Trust, the holder of covenants on the property, and develop a design.



Elevation- V-formation double faced sign

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SIGN EASEMENT

This Sign Easement is made this _____ day of September, 2012, by and between The Town of Hilton Head Island, South Carolina (hereinafter referred to as “the Town”), and the Palmetto Hall Property Owner’s Association, Inc. (hereinafter referred to as “Palmetto Hall”).

WITNESSETH

WHEREAS, The Town owns real property which is known and described as follows:

All those certain pieces, parcels or lots of land, in the County of Beaufort, State of South Carolina, being shown and delineated as Lots 5, 6, 12, 15, 18, 19, 20, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 34 on that certain Plat entitled “A Plat of Lots 5, 6, 12, 15, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 34, a Section of Northridge Park, Phase II, Hilton Head Island, Beaufort County, South Carolina, prepared for The Resolution Trust Corporation, and which is recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 43 at Page 164. (hereinafter the “Town Property”).

WHEREAS, The Town has agreed to grant an easement over a portion of the Town Property to Palmetto Hall for the use thereof as a site to build and maintain a directional sign, to plant and maintain landscaping materials and to install an underground electric line to provide power for lighting of the sign.

NOW, THEREFORE, know all men by these presents, the Town, for and in consideration of the sum of Ten (\$10.00) Dollars, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Palmetto Hall, its successors and assigns, the following easements:

1. A perpetual, non-exclusive Easement for the installation and maintenance of a directional sign; a perpetual, non-exclusive Easement for the installation and maintenance

of landscaping plant material; and, perpetual, non-exclusive Easement for an underground utility line for the installation of an underground electric line to provide for lighting of the sign on, over and across and through portions of the Town Property described as follows:

All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and described as “_____” on a Plat entitled _____, dated _____, 2012, prepared by _____, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____ (hereinafter, collectively, the Sign Easement”).

This Sign Easement is granted and accepted subject to the following terms:

2. This Sign Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Town, its successors and assigns, to utilize the Town’s Property at any time, in any manner, and for any purpose, provided, however, that such use by Town shall not be inconsistent with nor prevent the full utilization by Palmetto Hall of the rights and privileges granted herein.
3. Prior to building or altering any sign within the Sign Easement, or installing any landscaping plant material within the Sign Easement, or installing the underground electric utility line within the Sign Easement, Palmetto Hall shall apply for and obtain a permit authorizing and approving the same under all applicable Town ordinances governing the same.
4. This Sign Easement is for the purpose of providing property for Palmetto Hall to build and maintain a directional sign, and to install and maintain landscaping plant material, and an underground electric utility line, and the rights granted hereunder are for such uses only. Any other use of the Sign Easement property is a violation of the terms of this Sign Easement and is prohibited.

6. Palmetto Hall may not place or store any hazardous material or pollutant of any description on or within the Sign Easement.

7. Palmetto Hall shall comply with all applicable laws, codes, ordinances and regulations applicable to the installation and maintenance of the sign, landscaping materials and underground electric utility line.

8. Palmetto Hall agrees to maintain its sign, landscaping materials and underground electric utility line, and further agrees that its use of the Sign Easement exclusive control of Palmetto Hall. Palmetto Hall agrees to indemnify and hold the Town harmless from any claim, loss or expense of any nature arising or connected in any way with Palmetto Hall's exercise of the rights granted to it by this Sign Easement, and shall reimburse the Town for any attorney's fees and costs incurred by the Town in responding to any such claim, whether incurred prior to litigation, after the commencement of litigation or on appeal.

9. Palmetto Hall shall, at its sole cost and expense, cause all timely cleaning, repair, maintenance, renovation of the sign, landscape materials and underground electric utility line.

10. Palmetto Hall shall cause all work contemplated or allowed hereunder to be performed in a workmanlike fashion with minimal interference to the Town, its successors and assigns, invitees, licensees, employments and agents. Palmetto Hall shall cause all work contemplated or allowed hereunder to be completed in an expeditions and timely fashion, and that all construction materials, debris and equipment shall be promptly removed from the Sign Easement property upon completion of the work contemplated or allowed hereunder. Palmetto Hall, at its sole cost and expense, shall restore to its pre-existing condition any other part of the Town's property and any improvements thereon

which may be disturbed or damaged as a result of Palmetto Hall's exercise of any of the rights granted hereunder.

11. The easements granted hereunder are conveyed by the Town and accepted by Palmetto Hall on the condition that Palmetto Hall shall notify the Town, or its successors and assigns, at any time, of its election not to use the easements granted herein. Upon such notification, or in the event the easements granted herein are not used for their stated purposes for a continuous period of twelve (12) months, the easements granted herein shall terminate, and Palmetto Hall shall restore the Town's property to its pre-existing condition. Upon termination of the easements as described herein, Palmetto Hall shall execute and deliver to the Town a recordable document terminating the easements of record.

In Witness whereof, the parties hereto have caused the within Sign Easement to be executed by their duly authorized officers on this _____ day of September, 2012.

(Signatures on Following Page)

WITNESSES:

**THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA**

By: _____
Drew A. Laughlin, Mayor

Attest: _____
Stephen G. Riley, Town Manager

WITNESSES:

**PALMETTO HALL PROPERTY OWNERS'S
ASSOCIATION, IN.**

By: _____

Its: _____

STATE OF SOUTH CAROLINA) UNIFORM ACKNOWLEDGMENT
)
COUNTY OF BEAUFORT) S. C. CODE ANN. § 30-5-30 (SUPP. 2012)

I, the undersigned Notary Public do hereby certify that Drew A. Laughlin, Mayor, and Stephen G. Riley, Town Manager, 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 September, 2012.

Notary Public for South Carolina
My Commission Expires:_____

STATE OF SOUTH CAROLINA) UNIFORM ACKNOWLEDGMENT
)
COUNTY OF BEAUFORT) S. C. CODE ANN. § 30-5-30 (SUPP. 2012)

I, the undersigned Notary Public do hereby certify that the duly authorized officers of the Palmetto Hall Property Owner’s Association, Inc., personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of the Palmetto Hall Property Owner’s Association, Inc.

Sworn to and Subscribed before me
on this _____ Day of September, 2012.

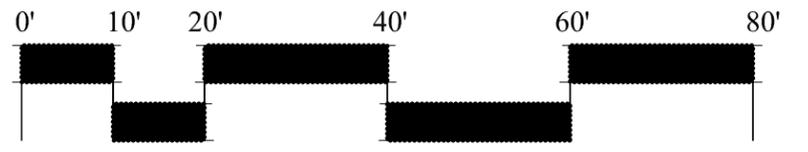
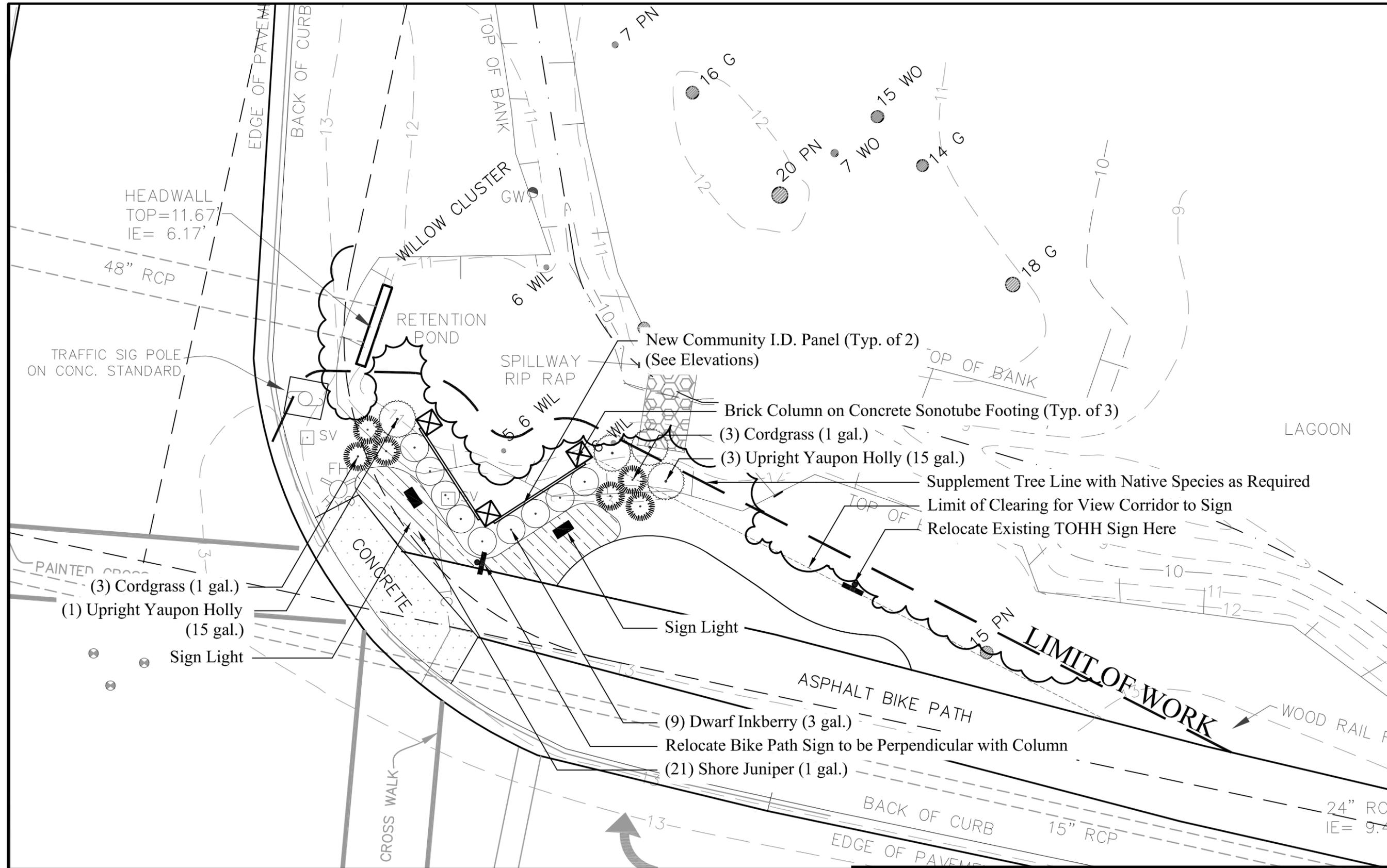
Notary Public for South Carolina
My Commission Expires:_____

DRAWN BY:
MM
CHECKED BY:
TG

This drawing is an instrument of service & remains the property of Wood+Partners Inc. It may not be copied or reproduced in any manner without written permission.

#	REVISION	DATE	BY

DATE
10-31-2012
PROJECT NUMBER
01-12016
SHEET TITLE
Sign Site Plan



SCALE: 1" = 10'-0"

PLAN IS SUBJECT TO CHANGE.

Wood+Partners Inc. WPI
Landscape Architects
Land Planners

PO Box 23949 Hilton Head Island, SC 29925
843.681.6518 Fax 843.681.7086 www.woodandpartners.com



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Public Facilities Committee
VIA: Charles Cousins, AICP, *Director of Community Development*
VIA: Shawn Colin, AICP, *Comprehensive Planning Manager*
FROM: Jayme Lopko, AICP, *Senior Planner*
DATE October 31, 2012
SUBJECT: Honey Horn Master Plan Update

Recommendation: Staff recommends the Public Facilities Committee forward a recommendation to Town Council to approve updates to the Honey Horn Master Plan and amendments to the Agreement and Lease between the Town and Coastal Discovery Museum.

Summary: The approved Honey Horn Master Plan needs to be amended to reflect additional uses proposed for the Honey Horn property. In addition, some uses identified in the existing Master Plan that are very specific have been modified to provide for a more broad application.

The original Agreement and Lease executed on January 29, 2002 made specific citations to the Master Plan. When the Master Plan was updated in 2009 these citations and other information were not updated and are no longer valid. To correct these issues, an amendment has been prepared to bring the information up to date.

Background: The original Agreement and Lease for the Honey Horn property was executed on January 29, 2002. Attached to the lease was the first Master Plan for the property. The Master Plan has been implemented over time and as the proposed use of the property has changed and expanded the Master Plan has been reviewed and revisions proposed. An update to the Master Plan was approved by Town Council on May 19, 2009. In order to continue to give the Coastal Discovery Museum a broad scope of uses for the property, the Master Plan has been modified to make the description of uses broad and open.

Attachments:

Attachment A: Resolution
Attachment B: Amendments
Attachment C: Master Plan
Attachment D: Site Plan

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, APPROVING UPDATES TO THE HONEY HORN MASTER PLAN ON BEHALF OF THE COASTAL DISCOVERY MUSEUM, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND THE COASTAL DISCOVERY MUSEUM, AND THE LEASE OF HONEY HORN BY AND BETWEEN THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND THE COASTAL DISCOVERY MUSEUM, DATED JANUARY 29, 2002.

WHEREAS, on January 29, 2002, the Town of Hilton Head Island, South Carolina (the “Town”) adopted a resolution which entered into an Agreement (“Agreement”) with the Coastal Discovery Museum (the “Museum”), regarding a Lease of the Honey Horn property which is owned by the Town of Hilton Head Island, South Carolina; and

WHEREAS, on January 29, 2002, the Town and the Museum entered into a “Lease of Honey Horn By and Between the Town of Hilton Head Island, South Carolina, and the Coastal Discovery Museum” (“Lease”), memorializing certain provisions within the Agreement; and

WHEREAS, the Museum is located at 70 Honey Horn Drive and further identified by Beaufort County as parcel 112, on tax map 7; and

WHEREAS, the subject property is zoned PR, Parks and Recreation District; and

WHEREAS, the Town has determined that it is in the best interests of the Town to provide for the preservation of Honey Horn, and for the utilization of Honey Horn as a site for a museum and other historical, artistic, social, and cultural activities; and

WHEREAS, all development shall meet all Town requirements, including but not limited to the Land Management Ordinance; and

WHEREAS, the attached update to the Master Plan includes information regarding the use of the land and structures; and

WHEREAS, on November 7, 2012, the Public Facilities Committee met and _____; and

WHEREAS, the Museum has requested an Amendment to the Agreement and Lease, to amend the Honey Horn Master Plan referenced within the Agreement and Lease; and

WHEREAS, the Town Council of the Town is authorized to enter into leases of town owned land under the authority of S.C. Code Ann. Section 5-7-40 (Supp. 2010), and Section 2-3-30 and Section 2-7-20, *Code of The Town of Hilton Head Island, South Carolina* (1983, as amended); and

WHEREAS, the Town Council of the Town has determined that it is in the best interests of the Town to authorize the execution and delivery of the proposed Amendment to Agreement and Lease of Honey Horn, which proposed Amendment is attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA:

1. The Town Council of The Town of Hilton Head Island, South Carolina, approves the updates to the Honey Horn Master Plan on behalf of the Coastal Discovery Museum and all attachments.
2. The Mayor and Town Manager are hereby authorized to negotiate and to execute the “Amendment to Agreement and Lease of Honey Horn” by and between the Town of Hilton Head Island, South Carolina, and Coastal Discovery Museum, a copy of which is attached hereto as Exhibit “A”.

3. The Mayor and Town Manager are hereby authorized to take such other and further action as may be necessary to complete the obligations of The Town of Hilton Head Island, South Carolina, as described in the “Amendment to Agreement and Lease of Honey Horn” to be executed by them, which is authorized hereby.

PASSED AND APPROVED BY THE TOWN COUNCIL THIS _____ DAY OF _____, 2012.

Drew A. Laughlin, Mayor

ATTEST:

Victoria L. Pfannenschmidt, Acting Town Clerk

APPROVED AS TO FORM:

Gregory M. Alford, Town Attorney

Introduced by Council Member:

AMENDMENT TO AGREEMENT AND LEASE OF HONEY HORN

BY AND BETWEEN

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

AND

COASTAL DISCOVERY MUSEUM

DATED: _____

STATE OF SOUTH CAROLINA)
) **AMENDMENT TO AGREEMENT**
COUNTY OF BEAUFORT) **AND LEASE OF HONEY HORN**

This Amendment to Agreement and Lease of Honey Horn is made by and between The Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, South Carolina 29928 (hereinafter, the “Town”), and the Coastal Discovery Museum, with a mailing address of Post Office Box 23947, Hilton Head Island, South Carolina 29925 (hereinafter, the “Museum”), on this _____ day of _____, 2012.

RECITALS

WHEREAS, heretofore, on January 29, 2002, the Town adopted a resolution which entered into an Agreement (“Agreement”) with the Museum regarding a Lease of the Honey Horn property, which is owned by the Town; and

WHEREAS, on January 29, 2002, the Town and the Museum entered into a “Lease of Honey Horn By and Between the Town of Hilton Head Island, South Carolina, and the Coastal Discovery Museum” (“Lease”), memorializing certain provisions within the Agreement; and

WHEREAS, the Museum has requested an Amendment to the Agreement and Lease to amend the Master Plan referenced in the Agreement and Lease; and

WHEREAS, The Town Council for the Town has determined that the proposed Amendment to the Agreement and Lease is in the best interests of the citizens, residents and visitors on Hilton Head Island; and

WHEREAS, The Town Council of the Town is authorized to enter into leases of Town owned land under the authority of S.C. Code Ann. Section 5-7-40 (Supp. 2010), and Section 2-3-30 and Section 2-7-20, *Code of The Town of Hilton Head Island, South Carolina* (1983), as

amended).

NOW, THEREFORE, for an in consideration of One and 00/100 Dollar (\$1.00), and the full and faithful performance of the obligations, conditions and covenants contained in the Agreement and Lease, as amended hereby, the receipt and sufficiency of which are acknowledged by the Parties hereto, the Town and the Museum agree as follows:

1. Amendment to Agreement. Section 1.10 of the Agreement is deleted in its entirety, and is replaced with the following Amendment to Section 1.10 of the Agreement:

1.10 “*Master Plan*” shall mean the document entitled “Coastal Discovery Museum at Honey Horn, Executive Summary”, approved by the Town Council of October 16, 2001, and which may be amended, updated, or otherwise revised from time to time by submission of Coastal Discovery and approval of Town Council, a copy of which is attached hereto as Exhibit “B”.

2. Amendment to Agreement. Section 2.1 of the Agreement is deleted in its entirety, and is replaced with the following Amendment to Section 2.1 of the Agreement:

2.1 Master Plan: Coastal Discovery has developed the Master Plan for Honey Horn, entitled “Coastal Discovery Museum at Honey Horn, Executive Summary,” which was submitted and approved by the Town Council for the Town of Hilton Head Island, South Carolina, on October 16, 2001. The Master Plan may be amended, updated, or otherwise revised from time to time by submission of Coastal Discovery and approval of Town Council. A copy of the approved Master Plan is attached hereto as Exhibit “B”.

3. Amendment to Agreement. Exhibit “B” of the Agreement shall be replaced by the Master Plan attached hereto as Exhibit “A”.

4. Amendment to Lease. Section 3.1 of the Lease is deleted in its entirety, and is replaced with the following Amendment to Section 3.1 of the Lease:

3.1 Use: Coastal Discovery may use the Property for the purposes of a cultural and natural history museum and ancillary and related uses from time to time, in a manner consistent with the Business Plan entitled "Attendance and Financial projection for the Coastal Discovery Museum at Honey Horn" approved by the Town Council on October 16, 2001, and the "Coastal Discovery Museum at Honey Horn Executive Summary, Revised September 13, 2001" (hereinafter the "Master Plan"), as approved by the Town Council on October 16, 2001. The Business Plan and/or Master Plan may be amended, updated, or otherwise revised from time to time by submission of Coastal Discovery and approval of Town Council. A copy of the Master Plan is attached hereto as Exhibit "A".

5. Amendment to Lease. Section 3.8 of the Lease is deleted in its entirety, and is replaced with the following Amendment to Section 3.8 of the Lease:

3.8 Demolition of Certain Structures: Coastal Discovery may demolish certain of the structures on the Property that are dilapidated or otherwise unsuitable for use by Coastal Discovery; provided, however, that under no circumstances may Coastal Discovery demolish the Main House, Armstrong/Billie Hack House,(Administrative Offices), Horse Barn, or Hay Barn which are shown on the Master Plan approved by the Town Council on October 16, 2001, and attached to the original Lease as Exhibit "A".

6. Amendment to Lease. The contact name for the Town as located in Section 8.1 of the Lease shall be amended as follows:

Stephen G. Riley, ICMA-CM

7. Amendment to Lease. Exhibit "A" of the Lease shall be replaced by the Master Plan attached hereto as Exhibit "A".

8. No Other Changes. Unless expressly amended by this Amendment to Agreement and Lease of Honey Horn, all other terms and conditions of the Agreement and/or Lease remain unchanged and in full force.

In Witness whereof, the Parties hereto, by and through their duly authorized officers, have set their hands and seals as of this _____ day of _____, 2012.

WITNESSES:

**THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA**

By: _____
Drew A. Laughlin, Mayor

Attest: _____
Stephen G. Riley, ICMA-CM
Town Manager

WITNESSES:

COASTAL DISCOVERY MUSEUM

By: _____

Attest: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Drew A. Laughlin and Stephen G. Riley personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing Amendment to Agreement and Lease of Honey Horn on behalf of The Town of Hilton Head Island, South Carolina.

Witness my hand and seal this _____ day of _____, 2012.

_____(SEAL)
Notary Public for _____
My Commission expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that _____ and _____ personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing Amendment to Agreement and Lease of Honey Horn on behalf of Coastal Discovery Museum.

Witness my hand and seal this _____ day of _____, 2012.

_____(SEAL)
Notary Public for _____
My Commission expires: _____

The Coastal Discovery Museum at Honey Horn

Legend of Uses for Property

June 2012

Phase One

Uses of Existing and New Structures (All Items Have Been Completed)

Discovery House -

This structure houses the welcome desk, permanent exhibits, temporary exhibits, the Museum Gift Shop, a children's learning space, a community meeting room, a kitchen, public restrooms, staff offices, and storage. The terrace is used for staging of guided tours of the property as well as a general seating area for visitors, and special events/private functions.

Butterfly Enclosure -

The butterfly enclosure is a habitat for native Lowcountry butterflies. The enclosure consists of a variety of plants, trees, and bushes that sustain butterflies, a shell pathway, a workbench that displays butterflies in the caterpillar and chrysalis stages, and interpretive panels detailing the lifecycle, anatomy, and interesting facts. The structure is enclosed by screens on all walls and the roof.

Pavilion Restrooms -

This former gabled farm house is used as the primary restroom facility for the southern portion of the property including the Mary Ann Peeples Pavilion. The house includes restrooms, storage area, and a "prep" kitchen.

Mary Ann Peeples Pavilion -

This open air structure is utilized for special events, educational programming, and visitor picnics. Located adjacent to the Pavilion is an oyster roasting pit and a barbecue pit.

Educational Boardwalks -

Three educational boardwalks of varying lengths, one with a floating dock, have been installed along the Jarvis Creek salt marshes bordering the western and southern property lines. Each boardwalk has a specific theme with interpretive panels describing the flora and fauna of the marsh as well as the cultural influences of life on the marsh. The boardwalks are also equipped with viewing scopes. Programming activities include shrimping, crabbing, phytoplankton monitoring, salt marsh tours, birding and oyster bed development.

Phase One (cont.)

Education/Interpretive Items (All Items Have Been Completed unless otherwise noted)

- Around the Horn Trail*** - The “*Around the Horn*” walking trail has been installed throughout the property. This 0.9 mile shell pathway with directional signage leads the visitor to all of the Museum’s property improvements. **(90% complete)**
- Interpretive Panels*** - Interpretive Panels have been installed throughout the property, mostly along the *Around the Horn* walking trail. These panels provide educational information on the flora, fauna, and history of the Lowcountry.
- Osprey Nesting Platform*** - A thirty-five foot (35) Osprey Nesting Platform has been installed on the western edge of the salt marsh adjacent to the Discovery House. This platform is equipped with a camera (live audio and video) linked to a video monitor inside the Discovery House.
- Carnivorous Plant Garden*** - Located just south of the Butterfly Enclosure, this carnivorous plant bog garden is planted in the hull of an old boat once owned by the Hack Family.
- Rain Garden Plot***- The Rain Garden is located on the north side of the Supervisor’s House. This 150 square foot area includes an interpretive panel that discusses benefits of a rain garden. The garden is irrigated by a rain barrel connected to the Supervisor’s House.
- Heritage Garden*** - The garden covers 1/3 acre and features plants and vegetables typically found here. Each plant is labeled. Plants include cotton, rice, indigo, deer’s tongue, palm trees, citrus trees, sweet grass, and common seasonal vegetables: potatoes, corn, collards, beans, etc.
- Honey Horn Bee Hives*** - Located southwest of the Pavilion Restrooms building, off the *Around the Horn Trail*, the bee hives produce Honey Horn Honey, which is sold in the Museum Gift Shop.
- Camellia Garden*** - The Camellia Garden (116 varieties of camellias) is located just west of the cemetery and on both sides of the *Around the Horn Trail* in that area. This Garden includes a wide range of Camellia varieties with plant labels and an interpretive panel.
- Replica Shell Ring***- Located east of the cemetery, this space resembles an archaic shell ring typically found in the region. The shell ring is built with materials excavated from Hilton Head Island. An interpretive panel details the history of Native Americans in the Lowcountry, their customs, tools, and traditions.

Phase Two

Existing Buildings and Miscellaneous Infrastructure (All items completed unless otherwise noted)

- Supervisor's House -*** Located due south of the Discovery House, the oldest component of the Supervisor's House has been stabilized and raised above the flood plain. This structure will be utilized as a dedicated classroom building. **(Architectural design work underway, June 2012)**
- Armstrong Hack House -*** This building was renovated in 2011 and currently houses the Museum Staff. The structure includes a research library, a kitchen, and a small conference room.
- Carriage House -*** This structure was taken down in 2010 due to extensive deterioration. Detailed drawings and reusable components have been saved and stored. Plans call for this building to be re-built at a later date when funding is secured. It will be moved forward from the original site. The first floor will be used to store old farm equipment and a carriage similar to the ones used during the hunting days at Honey Horn. The second floor will display natural history objects and historic artifacts.
- Storage Shed -*** This building will be renovated and used to store tables and chairs for the Pavilion. **(June 2013)**
- Horse Barn -*** Renovation including two adjacent paddocks is completed. Currently, the barn is used to stable Marsh Tacky horses.
- Hay Barn -*** The Hay Barn renovation is completed and serves as storage space for Museum archeological artifacts and special event supplies such as temporary fencing, rebar, rope, etc.
- Pole Barn -*** The Museum has no plans for this structure other than to leave as is.
- Field Irrigation-*** The open field on the southern end of property has an in ground irrigation system with water supplied by the well on the property that provides approximately 5 acres of irrigation coverage.
- Horse Pasture and Fence-*** A traditional boarded fence encloses a 3.8 acre pasture used by the Marsh Tacky Horses.

Future Educational/Interpretive Items

Outdoor Discovery Classroom-

The Outdoor Discovery Classroom will be located south of the Supervisor's House near the marsh. This site will include a raised seating area (mounded earth), a small presentation stage, a mosaic backdrop with the Hilton Head Island map image, and two whimsical bronze birds designed by Walter Palmer. Seating capacity will be about 30 people. **(In early design phase, May 2012)**

Dragonfly Pond -

The Dragonfly Pond will be located on the site of the old Carriage House. This demonstration area will include a fresh water pond about 3-4 feet deep providing for a habitat for dragon flies, frogs, salamanders and other amphibians.

Around the Horn Trail -

The Museum will at some point in the future extend the *Around the Horn Trail* system through the eastern and northern perimeter of the property. At this time the location has yet to be determined.

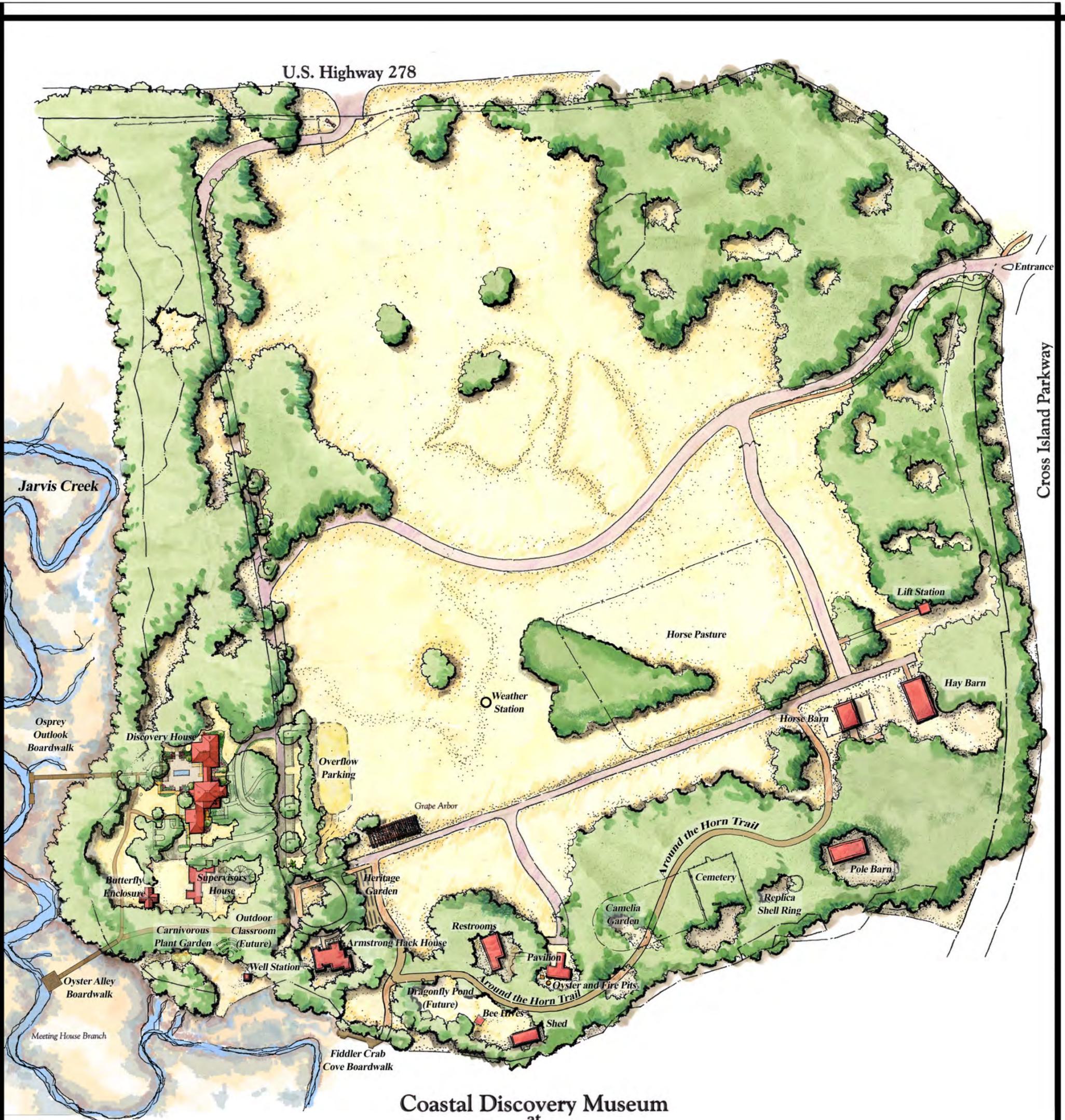
Other Future Development Items

Highway 278 Entrance -

With the support of Town funding, the Museum would like to construct an improved "right in, right out" entrance along the northern edge of the property off William Hilton Parkway. This entrance could utilize the current roadway cut and turn back to the west and follow the old Spanish Wells Road. Other than resurfacing, no improvements are proposed to Old Spanish Wells Road (it is to remain wide enough to accommodate only one-way traffic). A vehicle turn-around is to be constructed outside the entry gate at this location and egress drive improvements to better accommodate exiting special event traffic is planned. **(Some preliminary studies have been done from 2010 to present)**

Bicycle Pathway Access -

With the support of Town funding, the Museum would like to install a bicycle pathway onto the Honey Horn property. **(Planning/Design Underway, June 2012)**

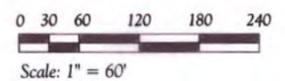


**Coastal Discovery Museum
at
Honey Horn**

Hilton Head Island, South Carolina
Prepared for

Coastal Discovery Museum

Master Plan
September, 2012



Memo



To: Public Facilities Committee

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

From: Jeff Buckalew, Town Engineer

Subject: Process for Amending PUD Storm Water Agreements to include the Acquisition of Additional Systems

Date: October 26, 2012

Recommendation: Staff recommends the Public Facilities Committee endorse a policy for the acquisition of certain storm drainage easements that qualify for public service, are privately owned, and lie within the limits of a Planned Unit Development (PUD) or Property Owner's Association (PUD / POA) that shares a storm drainage maintenance and access agreement with the Town. This endorsement shall be made as a recommendation for approval of the full council.

Summary:

Over the past few years the Town has entered into agreements for access and drainage maintenance with several of the major Planned Unit Developments (Shipyard, Port Royal, Hilton Head Plantation, Indigo Run, Palmetto Dunes, Leamington, Wexford and Sea Pines). Within some of these PUDs, there exist storm drainage infrastructure systems that lie within property or easements where the PUD has no rights to maintain this infrastructure. If the owners of qualifying systems wish to have the Town maintain them, this policy shall serve as the guide for them to dedicate the required easement(s) to the PUD and the PUD to then dedicate them to the Town. While this policy will likely increase the extents of the Town's responsibilities regarding storm water maintenance, no increase to the storm water utility fee is being recommended.

Background:

The Town has negotiated and executed drainage agreements with the master POA of each PUD where the Town maintains their drainage systems. Some smaller developments within the PUD have their own POA (Sub-POA) and have approached the Town wishing to dedicate maintenance of their drainage infrastructure. While the master PUD / POA may not hold sovereignty over these sub-POA regimes with respect to storm drainage access and maintenance rights, staff believes it is most prudent for these Sub-POA to dedicate such rights to the master PUD / POA with which the Town has an agreement. This will allow staff and the PUD to better manage the maintenance of these systems by funneling all easement and work request through the PUD and allowing the Town to deal directly with a single entity per PUD area.

The need or desire may also arise for owners of individual, single family parcels to dedicate easements necessary for storm drainage maintenance and construction by the Town. This policy will address those situations as well. The proposed policy as developed by Engineering staff and the Town Attorney's office is attached as Exhibit A.

When the storm water fee was last raised in 2010, staff projected the increased areas of responsibilities and the maintenance costs thereof. This was done on areal basis considering acquisition of PUD systems and these sub-POA systems were not discounted, thus the systems have been accounted for. There is no fee increase recommended with this policy, however the overall level of service with respect to time may be impacted due to the additional work it may entail. Without proper inventory data, we cannot accurately estimate the quantity of unknown systems that may lie on single family parcels, but this is not expected to be a significant impact. Considering the actual multi-family areas that may be dedicated and estimated maintenance costs per area, the potential impact could be roughly \$60,000 per year. Actual costs may vary greatly depending on the nature of the problems encountered.

TOWN OF HILTON HEAD ISLAND

PROCESS FOR AMENDING PUD/POA STORM WATER AGREEMENTS TO INCLUDE THE ACQUISITION OF ADDITIONAL SYSTEMS

[10-26-12]

The following shall be the a process whereby a Sub-POA or individual property owner located within a Master PUD / POA, in which the PUD / POA is party to an existing agreement with the Town for maintenance of their storm drainage system, may dedicate its storm drainage systems to that Master PUD / POA for inclusion in the Town's storm drainage maintenance responsibilities.

Whereas the Town has previously entered into a drainage agreement and easement agreement (collectively, the "Agreements") with a Planned Unit Development (PUD) or Property Owner's Association (POA), and an individual property owner or a smaller POA or regime (Sub-POA) operating within the limits and covenants of the major PUD or POA desires for inclusion of its storm drainage system in the Town's storm drainage maintenance responsibilities per the terms of the Agreements, they shall abide by the following process:

- The individual property owner or Sub-POA shall enter into an easement agreement with the PUD / POA dedicating access and maintenance rights over its communal storm drainage systems to the PUD / POA and cause for such agreement to be recorded with the Office of the Register of Deeds for Beaufort County. The Town will provide a standard agreement template to the PUD / POA for this purpose.
- For the purposes of these agreements and qualification for storm water services by the Town, communal storm drainage systems shall be defined as those which convey storm water runoff: from a public road right of way, from a platted private road right of way within the PUD, from two or more parcels and through a multi-family development, or from an existing pond located on a parcel developed as residential multi-family. For the purposes of this policy, a pond shall be defined as a body of standing water with a permanent pool of greater than 500 square feet, which accepts and conveys runoff from surrounding parcels. Storm drainage systems which only convey runoff from the parcels on which they lie are not eligible for service by the Town, except for those systems including the aforementioned ponds and that discharge from such ponds, which are located on a parcel developed as multi-family residential. The PUD / POA, individual property owner or Sub-POA may request that the Town verify the qualification of communal systems prior to the easement being recorded. The Town Engineer shall make the final determination of drainage patterns and qualification. PUD systems which convey no runoff from road rights of way or residential zoned parcels and receive only runoff from commercial zoned parcels are not eligible for storm water service by the Town.

- The widths of the easements shall comply with minimum requirements of the Land Management Ordinance (LMO), Section 16-5-606. However, exceptions for existing conditions may be made at the sole discretion of the Town. Access to and connectivity of the systems must be provided.
- Once the individual property or Sub-POA easements are executed, the POA / PUD shall submit to the Town a written request to dedicate the newly acquired easements to the Town along with copies of the signed easements.
- The Town shall review the offer of dedication and accept those easements over communal systems which comply with the LMO easement standards.
- If accepted by the Town, the new easements shall be recorded by the individual property owner, Sub-POA, or PUD / POA, and the Town shall subsequently revise the easement exhibit which delineates the limits of the Town's maintenance responsibilities for the PUD / POA and cause for the Agreements to be amended and recorded with the Office of the Register of Deeds for Beaufort County as necessary.
- The Town is willing to accept offers of dedication at any time; however the master PUD/POA easement exhibit to the Agreements shall only be revised and recorded once per calendar year for all new systems accepted by December 31, and the actual services will not begin until July 1 of the following calendar year, as the Town must develop a budget for each fiscal year.
- If available, the Town requests the following documents be provided with the offer of dedication:
 - A list of known or perceived storm drainage deficiencies
 - Storm drainage plans or maps
 - Recorded Plats and/or Exhibits regarding access and drainage
 - Relevant Covenants regarding of access and drainage
 - Survey data or sealed construction drawings of any original development plans or infrastructure improvements.

Memo



To: Public Facilities Committee

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

From: Jeff Buckalew, Town Engineer
Darrin Shoemaker, Traffic and Transportation Engineer

Subject: Public Dedication of Private Streets

Date: October 29, 2012

Recommendation:

Staff recommends the Town accept the offer of public dedication for the following private streets, a portion of Main Street, from Whooping Crane Way to Wilborn Road, Central Avenue, Museum Street, Merchant Street and Meeting Street (see Exhibit A), based on the contingency that the owner address the imminent maintenance needs of these roads prior to dedication and that sufficient funding for routine maintenance be provided in the Town's operating budget thereafter. The Town's maintenance responsibilities would begin no earlier than July, 2013.

Summary:

The owner of these roads has requested the Town accept their donation and assume all maintenance responsibilities. The Town does not currently possess the resources or funding to accept and adequately maintain these road rights of way. The existing roads are in poor condition and would require an estimated \$107,000 in initial repairs and maintenance in fiscal year 2014. An annual recurring maintenance cost of \$44,000 should be expected. Capital improvements should also be expected within the next five years. These shall include a major pavement rehabilitation and resurfacing project estimated to cost \$850,000, and a pathway or sidewalk project at an estimated total of \$800,000. There will also be the added cost and responsibility of maintaining all of the storm water systems

within the right of way.

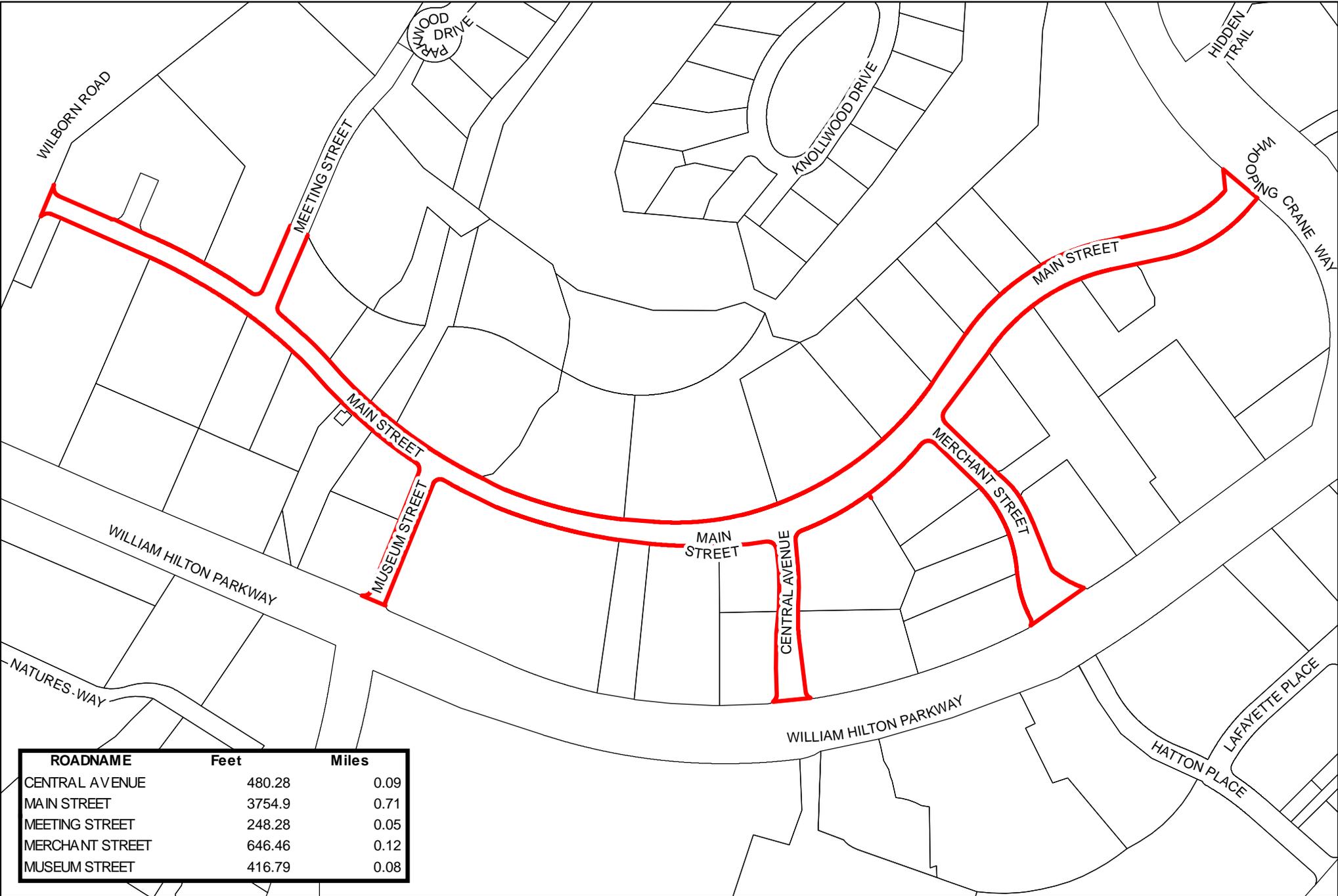
Background:

The current inventory of Town maintained roads includes 50 roads, totaling 11.60 miles. Accepting this offer would add 5 more roads and 1.2 miles to our road maintenance responsibility. It had been the policy of the Town to ultimately convey ownership of our roads to the County for perpetual maintenance; however the County has recently rejected the Town's dedication of 31 roads. Thus a new paradigm is required regarding both the acquisition and long term maintenance of Town roads.

Given the County's position and the declining state of this infrastructure, the maintenance of the Town roads will require a substantial increase in future budgets and a more formal road maintenance and rehabilitation program. The Town has no public works department and has provided only a remedial road maintenance program in the past.

The roads being offered exhibit many pavement failures, root intrusion, broken curbing, sub-standard signs, faded pavement markings, and drainage deficiencies that would need to be addressed in the short term (next fiscal year). A major pavement reclamation and resurfacing project would be recommended within the next 5 years. Given the nature of the street connecting residential areas to commercial areas and to the public schools, pathway systems along these roads would rank high when prioritized against the current list of pending projects. Pathways or sidewalks would likely be recommended within the next 5 years as well. Main Street has existing street lights, and it has been a long-standing policy of the Town to not have lighted streets. If the existing street lights are to remain, minor repairs will likely be needed.

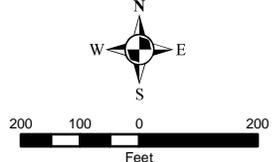
Furthermore, the Town's Land Management Ordinance (Sec 16-5-513) requires that all streets offered for public dedication shall be constructed and surfaced with finished paving in conformance with the latest edition of the Standard Specifications for Highway Construction, South Carolina Department of Transportation. The streets were constructed in the mid 1980's and no such documentation for these streets, certifying compliance with this requirement, has been offered to the Town.



ROADNAME	Feet	Miles
CENTRAL AVENUE	480.28	0.09
MAIN STREET	3754.9	0.71
MEETING STREET	248.28	0.05
MERCHANT STREET	646.46	0.12
MUSEUM STREET	416.79	0.08

- Right of Way to be Accepted
- Parcels

**EXHIBIT A:
Public Dedication of Private Streets
Main Street (West), Central Avenue,
Museum Street, and Merchant Street**



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