



**The Town of Hilton Head Island
Town Council Meeting
Tuesday, April 2, 4:00 p.m.
BENJAMIN M. RACUSIN COUNCIL CHAMBERS
AGENDA**

As a courtesy to others please turn off/silence ALL mobile devices during the Town Council Meeting.
Thank You.

- 1. Call to Order**
- 2. FOIA Compliance** - Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.
- 3. Pledge to the Flag**
- 4. Invocation – Pastor Larry Eckart, Island Lutheran Church**
- 5. Proclamations/Commendations**
 - a. Commendation Recognizing Kathi Bateson as the recipient of the 2019 Elizabeth Verner Award
- 6. Approval of Minutes**
 - a. Town Council Meeting March 19, 2019
- 7. Report of the Town Manager**
 - a. Culture & Arts Advisory Committee Bi-annual Update – Jenn McEwen, Director of Cultural Affairs
 - b. The First Tee of the Lowcountry – Pat Zuk, Executive Director
 - c. Items of Interest
 - i. Town News
 - ii. Noteworthy Events
- 8. Reports from Members of Council**
 - a. General Reports from Council
 - b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins
 - c. Report of the Community Services Committee – Marc Grant
 - d. Report of the Public Planning Committee – David Ames
 - e. Report of the Public Facilities Committee – Marc Grant
 - f. Report of the Finance & Administrative Committee – Tom Lennox
- 9. Appearance by Citizens**
- 10. Consent Agenda - None**
- 11. Unfinished Business**
 - a. **First Reading of Proposed Ordinance 2019-12**

First Reading of Proposed Ordinance 2019-12 of the Town of Hilton Head Island, South Carolina authorizing the execution of a lease with ArborNature, LLC of real property owned by the Town of Hilton Head Island,, South Carolina, and for the sale of real property owned by the Town of Hilton Head Island, South Carolina, under the authority of S.C. Code Ann. § 5-7-40 (Supp. 2018), and § 2-7-20, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for severability and an effective date.

11. Unfinished Business (cont.)

b. First Reading of Proposed Ordinance 2019-08

First Reading of Proposed Ordinance 2019-08 to amend Title 16, “The Land Management Ordinance,” of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map and the Indigo Run Master Plan with respect to the certain 13.83 acre parcel located at 55 Gardner Drive, identified as Parcel 98A on Beaufort County Tax Map 8, within the Indigo Run Master Plan “Parcel 15-F” under the PD-1 (Planned Development Mixed Use) District, to remove the Commercial and Public Recreation uses and Commercial Density, and to add Multi-Family Residential Use with Density of 300 Units, and to maintain the existing Institutional use and Density, and to reduce the maximum building height allowed from 75 feet to 55 feet; and providing for severability and an effective date.

c. First Reading of Proposed Ordinance 2019-11

First Reading of Proposed Ordinance 2019-11 of the Town of Hilton Head Island, South Carolina, to amend Title 2 General Government and Administration of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Chapter 5 (Meetings of Council and Rules of Procedure) Section 2-5-60, Committees of Council; and providing for severability and an effective date.

d. Second Reading of Proposed Ordinance 2018-14

Second Reading of Proposed Ordinance 2018-14 to amend Title 17 (Noise Control) of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Sections 17-4-113 and 115; and provide for severability and an effective date.

e. Second Reading of Proposed Ordinance 2019-07

Second Reading of Proposed Ordinance 2019-07 of the Town of Hilton Head Island, South Carolina, for the Fiscal Year ending June 30, 2019; to provide for the expenditures of certain funds; to allocate the sources of revenue for the said funds; and to provide for severability and effective date.

12. New Business

a. Consideration of a Resolution – Fair Housing Month

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to proclaim April 2019 as “Fair Housing Month”

b. Consideration of a Resolution – Creating the Our Plan Development Team

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, creating the Our Plan Development Team as an Ad Hoc Committee of the Planning Commission to support the development of a new Comprehensive Plan for the Town of Hilton Head Island.

13. Executive Session

a. Legal Advice:

Receipt of legal advice related to pending, threatened, or potential claim related to; ArborNature, LLC v. The Town of Hilton Head Island, et. al.

b. Land Acquisition:

Discussion of negotiations incident to the proposed sale, lease, or purchase of property:

- i.** In the Beach City Road area; and
- ii.** In the Main Street area.

b. Personnel Matters:

Discussion of appointments of members to the Our Plan Development Team.

14. Possible actions by Town Council concerning matters discussed in Executive Session

- a.** Possible Appointment of Members to the Our Plan Development Team

15. Adjournment

Commendation

By the Town of Hilton Head Island Honoring
KATHLEEN P. BATESON

WHEREAS, Kathleen “Kathi” Bateson is the President/CEO and Executive Producer of the Arts Center of Coastal Carolina; and

WHEREAS, Kathi’s impact on the arts community is broad and vast, throughout Hilton Head Island, the state, and beyond; and

WHEREAS, Kathi has served her community as the past president of the S.C. Arts Alliance board, the chair and founding co-chair of the Arts & Cultural Council of Hilton Head; and as the founding member and current chair of the Community Foundation of the Lowcountry’s Women in Philanthropy; and

WHEREAS, each year the South Carolina Arts Commission awards individuals who live out the service, commitment, and passion to help the arts thrive in South Carolina; and

WHEREAS, Kathi is a recipient of the 2019 Elizabeth O’Neill Verner Governor’s Award for the Arts, the state’s highest honor in the arts community; and

WHEREAS, as a recipient of the Verner Award, Kathi has demonstrated exceptional achievement and statewide impact through her leadership, support, and advancement of the arts; and

WHEREAS, Kathi is and ambassador for our community and state contributing greatly not just to the arts community, but the overall quality of life.

NOW, THEREFORE, I, John J. McCann, Mayor of the Town of Hilton Head Island, South Carolina, on behalf of the Town Council, do hereby commend the dedication and contributions of Kathleen P. Bateson on the arts community here on Hilton Head Island, the State of South Carolina, and beyond!

IN TESTIMONY WHEREOF, I hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this Second Day of April, in the Year of our Lord, Two Thousand and Nineteen.

John J. McCann, Mayor

**THE TOWN OF HILTON HEAD ISLAND
TOWN COUNCIL MEETING**

Date: Tuesday, March 19, 2019

Time: 4:00 P.M.

Present from Town Council: John J. McCann, *Mayor*; Marc Grant, Tom Lennox, David Ames, Tamara Becker, Glenn Stanford, *Council Members*

Absent from Town Council: Bill Harkins, *Mayor Pro-Tempore*

Present from Town Staff: Joshua Gruber, *Assistant Town Manager*; Charles Cousins, *Assistant to the Town Manager*; Shawn Colin, *Director of Community Development*; Scott Liggett, *Director of Public Projects and Facilities*; Brian Hulbert, *Staff Attorney*; Brad Tadlock, *Fire Chief*; Jennifer Ray, *Deputy Director of Community Development*; Teri Lewis, *Deputy Director of Community Development*; Jayme Lopko, *Senior Planner*; Andrew Nicholls, *Systems Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

Present from Media: Katherine Kokal, *Island Packet*

1. Call to Order

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

2. FOIA Compliance - Public notification of this meeting was published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.

3. Pledge to the Flag

4. Invocation

Rabbi Brad Bloom from Congregation Beth Yam delivered the invocation.

5. Approval of Minutes

a. Town Council Meeting March 5, 2019.

Mr. Grant moved to approve the Town Council meeting minutes from March 5, 2019. Mr. Ames seconded, the motion was approved by a vote of 6-0.

6. Report of Town Manager

a. Planning Commission Biannual Update – Chairman, Alex Brown

Alex Brown, Chairman, provided the members of Town Council with an update that covered the six three months of business. He highlighted the importance of the Comprehensive Planning Project and the selection of the members for the Development Teams. Mr. Brown thanked the members of Council as this was his last update, since his term with the Commission ends in June. Each member of Council individually thanked Mr. Brown for his dedication and service as the Planning Commission Chair.

b. Historic Mitchelville Freedom Park Update – Executive Director, Ahmad Ward

Ahmad Ward, Executive Director, gave a brief overview of the Project's accomplishments over the past six months. He also discussed some of the upcoming items currently being worked on.

c. Items of Interest

Mr. Gruber reviewed the Items of Interest, including Town news, upcoming Town meetings, and noteworthy events taking place throughout the Island over the coming weeks.

7. Reports from Members of Council

a. General Reports from Council

No general reports from the members of Council.

b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins, Chairman

Mr. Harkins was absent from the meeting, no update was provided.

c. Report of the Community Services Committee – Marc Grant, Chairman

Mr. Grant stated that the Committee would be meeting to begin reviewing and discussing the applicants for the Comprehensive Planning Development Teams. He said that he hoped to have a recommendation to Council in time for the next meeting on April 2, 2019.

d. Report of the Public Planning Committee – David Ames, Chairman

Mr. Ames stated that he did not have a report this week.

e. Report of the Public Facilities Committee – Marc Grant, Chairman

Mr. Grant stated that he did not have a report this week.

f. Report of the Finance & Administrative Committee – Tom Lennox, Chairman

Mr. Lennox reported that the next meeting for the Committee would take place on Tuesday, April 2, 2019.

8. Appearance by Citizens

David Schweiger, addressed the members of Town Council on the use of short term rental throughout the Island.

Skip Hoagland, addressed the members of Council regarding the Town and Chamber matters.

Taiwan Scott, addressed the members of Town Council regarding his concerns with the zoning of his residential property.

9. Consent Agenda – None

10. Proclamations & Commendations - None

11. Unfinished Business

a. Second Reading of Proposed Ordinance 2019-06

Second Reading of Proposed Ordinance 2019-06 of the Town of Hilton Head Island, South Carolina authorizing the execution of a Renewed Memorandum of Understanding and Amended Lease with the Mitchelville Preservation Project, Inc., related to Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for Severability and effective date.

Mr. Lennox moved to approve. Mr. Grant seconded, the motion was approved by a vote of 6-0.

c. Second Reading of Proposed Ordinance 2019-10

Second Reading of Proposed Ordinance 2019-07 of the Town of Hilton Head Island, South Carolina, authorizing the execution of a Lease with the Heritage Library Foundation, related to the Lease of Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for Severability and effective date.

Mr. Grant moved to approve. Mrs. Becker seconded. With some discussion from the public, the motion was approved by a vote of 6-0.

11. Unfinished Business (cont.)

d. Consideration of a Recommendation – 2019 Town Council Priorities

Consideration of a Recommendation of for the adoption of the 2019 Town Council Priorities.

Mr. Lennox moved to approve. Mr. Grant seconded. With some discussion from both the public and Town Council, the motion was approved by a vote of 6-0.

12. New Business

a. Consideration of a Resolution – Fire Rescue Strategic Plan

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to approve the Hilton Head Island Fire Rescue Strategic Plan.

Mr. Grant moved to approve. Mr. Lennox seconded, the motion was approved by a vote of 6-0.

b. Consideration of a Resolution – HUD/CDBG Entitlement Program 2017 Annual Action Plan Amendment

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to approve the Community Development Block Grant (CDBG) Entitlement Program Fiscal Year 2017-2018 (Program Year 2017) Annual Action Plan Substantial Amendment.

Mr. Grant moved to approve. Mr. Lennox seconded. With discussion from both the public and Town Council, the motion was approved by a vote of 6-0.

c. First Reading of Proposed Ordinance 2019-07

Consideration of Proposed Ordinance 2019-07 of the Town of Hilton Head Island, South Carolina, for the Fiscal Year ending June 30, 2019; to provide for the expenditures of certain funds; to allocate the sources of revenue for the said funds; and to provide for severability and effective date.

Mr. Grant moved to approve. Mr. Lennox seconded. Some discussion was had concerning this item, with Mr. Liggett, Director of Public Projects and Facilities, answering questions. Additional discussion from the public at large and Town Council continued, with the motion passing by a vote of 5-1, Mrs. Becker opposing.

d. First Reading of Proposed Ordinance 2019-11

First Reading of Proposed Ordinance 2019-11 of the Town of Hilton Head Island, South Carolina, to amend Title 2 General Government and Administration of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Chapter 5 (Meetings of Council and Rules of Procedure) Section 2-5-60, Committees of Council; and providing for severability and an effective date.

Mr. Grant moved to approve. Mrs. Becker seconded. After some discussion from the members of Council, this item was tabled until the April 2, 2019 Town Council meeting, where it would be reviewed again.

e. First Reading of Proposed Ordinance 2018-14

First Reading of Proposed Ordinance 2018-14 to amend Title 17 (Noise Control) of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Sections 17-4-113 and 115; and provide for severability and an effective date.

Mr. Grant moved to approve. Mrs. Becker seconded.

Mrs. Becker moved to amend § 17-4-115(12) to read that the noise exception for the hours of loading and unloading of tree trunks shall be between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Federal and State holidays. Mr. Grant seconded. With discussion from both the members of Council and the public at large, the motion was approved as amended.

13. Executive Session

Mr. Gruber stated that an Executive Session was needed to review the following matters; (a) Legal Advice, the receipt of legal advice related to pending, threatened, or potential claim related to Taiwan R. Scott, et. al. vs. Board of Zoning Appeals, Town of Hilton Head Island; and (b) Land Acquisition, discussion of negotiations incident to the proposed contractual arrangements, sale or purchase of property in the William Hilton Parkway area of Shipyard Plantation.

At 4:55 Mr. Grant moved to go into Executive Session for the items mentioned by the Assistant Town Manager. Mrs. Becker seconded, the motion was approved by a vote of 6-0.

14. Possible actions by Town Council concerning matters discussed in Executive Session.

15. Adjournment

At 5:42 p.m., Mr. Stanford moved to adjourn, Mrs. Becker seconded, the motion to adjourn was approved by a vote of 6-0

Krista M. Wiedmeyer
Executive Assistant/Town Clerk

Approved: 04/02/2019

John J. McCann, Mayor



TOWN OF HILTON HEAD ISLAND ITEMS OF INTEREST APRIL 2, 2019

TOWN NEWS

- On November 26, 2018, in support of Operation Freedom's Sentinel, Hilton Head Island Firefighter/EMT Phillip Campbell's Army National Guard unit was mobilized. Serving as a combat medic, Campbell is stationed about 70 miles north of Kandahar, Afghanistan. In preparation for mobilization, he participated in HEALTHCARE SPECIALIST (MOS-T) training at Camp Shelby, Hattiesburg, MS. We wish Firefighter Campbell and all in his unit a safe return home.



TOWN OF HILTON HEAD ISLAND MEETINGS

- Planning Commission – Wednesday, April 3, 2019 – 9:00 a.m.
- Accommodations Tax Advisory Committee – Thursday, April 4, 2019 – 9:00 a.m.
- Public Planning Committee – Thursday, March 28, 2019 – 3:00 p.m.
- Finance and Administrative – Tuesday, April 23, 2019 – 2:00 p.m.
- Town Council Meeting – Tuesday, April 23, 2019 – 4:00 p.m.*
* **This meeting will be held at the Hilton Head Island High School Seahawk Cultural Center located at 70 Wilburn Street**

Meetings are subject to change and/or cancellation. Please visit the Town's website at www.hiltonheadislandsc.gov for meeting dates and times.

HILTON HEAD ISLAND EVENTS

- Spring Music & Taste on the Harbour – Every Thursday through May 16th - 6:00 – 9:00 p.m. at Shelter Cove Harbour
- Symphony Under the Stars – Tuesday, April 9 and Wednesday, April 10, 2019 – Gates open at 6:00 p.m. at Veterans Memorial Park at Shelter Cove
- 2019 RBC Heritage – Monday, April 15 – Sunday, April 21, 2019 – Harbour Town Golf Links



For more events taking place on the Island, please visit the Town's Office of Cultural Affairs Events page at www.culturehhi.org/events/.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA~CM, *Town Manager*
VIA: Shawn Colin, *AICP, Director of Community Development*
FROM: Teri Lewis, *AICP, LMO Official*
DATE: March 20, 2019
SUBJECT: Proposed Ordinance 2019-12 Lease and Sale of Summit Drive Tract to ArborNature

Recommendation: Staff recommends Town Council approve Proposed Ordinance 2019-12 authorizing the execution of a contract to lease and sell a portion of Town-owned property. The subject property is a portion of the Summit Drive Tract (Attachments D and E). The purpose of the lease and sale of the property is to relocate the ArborNature grinding and logging operations from 76 Leg O'Mutton Road to the subject property.

This item was originally scheduled for first reading at the June 5, 2018 Town Council meeting. At that meeting, Town Council opened the item for discussion only and stated that they, with legal assistance, would seek an acceptable alternative solution to the Settlement Agreement (Attachment C). Over the past nine months Town Council has explored different options with legal counsel and, based on a ruling by Circuit Court, has decided to move forward with the Settlement Agreement as originally agreed upon by Town Council on June 17, 2017.

Summary: The Town and ArborNature have worked together to find an appropriate site to relocate the grinding and logging operations associated with ArborNature's current site at 76 Leg O'Mutton Road per the June 14, 2017 Settlement Agreement. A 4-acre portion of the Town-owned Summit Drive Tract (R510-009-0000-1034) will be leased to ArborNature for a period of one year for one dollar. Major elements of the contract for lease and sale are as follows:

- ArborNature has the option to purchase the property for \$300,000. The option shall be exercised by written notice sixty days prior to the expiration of the lease period.
- ArborNature will not be required to meet minimum tree requirements/regulations on the site as long as the property is used for grinding.
- The grinding shall only take place between the hours of 8 a.m. to 6 p.m. Monday through Friday or whatever laws may be adopted by Town Council in the future.
- ArborNature shall not sublet the property.

Background: After numerous complaints from nearby residents and business owners, the Town investigated ArborNature's operations at 76 Leg O'Mutton Road. As a result of that investigation, staff determined that ArborNature was out of compliance with the allowable uses for the subject property. ArborNature appealed staff's determination to the Town's Board of Zoning Appeals (BZA) and the BZA upheld staff's determination. ArborNature subsequently filed a lawsuit against

the Town. As part of the pre-litigation mediation, a Settlement Agreement between the Town and ArborNature was reached. Major elements of the Agreement are as follows:

- The Town will lease a 4-acre portion of the Town-owned Summit Drive Tract to ArborNature for a period of one year for one dollar. The configuration of the 4-acre portion of the Summit Drive Tract will minimize wetlands and specimen trees.
- ArborNature has the option to purchase the property for \$300,000.
- The Town will provide a topographic and wetlands delineation survey as soon as the lease is signed.
- ArborNature will not be required to meet minimum tree requirements/regulations on the site as long as the property is used for grinding.
- The grinding shall only take place between the hours of 8 a.m. to 6 p.m. Monday through Friday or whatever laws may be adopted by Town Council in the future.
- ArborNature shall apply for development plan review approval within 30 days of Town Council's approval of the lease.
- The Town shall rezone the existing 6.7 acre ArborNature site at 76 Leg O'Mutton Road to allow the uses of Wholesale Landscape Nursery and Landscape Contractor's Office with Outside Storage or residential development at 8 units per acre.

Please contact me at (843) 341-4698 or at teril@hiltonheadislandsc.gov if you have any questions.

Attachments:

- A) Ordinance
- B) Contract for Lease and Sale
- C) Settlement Agreement
- D) Survey
- E) Proposed ArborNature Relocation Site - Aerial

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE WITH ARBORATURE, LLC, OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND FOR THE SALE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, UNDER THE ATURHORITY OF S. C. CODE ANN. § 5-7-40 (SUPP. 2018), AND § 2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, the Town of Hilton Head Island, South Carolina, owns a parcel of real property known as R510-009-0000-1034-and located at Summit Drive, Hilton Head Island, South Carolina (the “Town Property”); and,

WHEREAS, ArborNature, LLC, desires to lease and to purchase an approximately 4 acre portion of the Real Property for purposes of relocating its business operations in accordance with the Court Settlement reached in connection with Civil Action Numbers 2017- CP-07-0374 and 2017-CP-07-517, and which is shown and described on the Plat attached hereto as Exhibit “A” (the “Leased Property”); and,

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina, has determined that it is in the best interests of the Town of Hilton Head Island, South Carolina, to enter into a Lease Agreement with ArborNature, LLC, on the terms substantially similar to those set out in the proposed “Lease Agreement” attached hereto as Exhibit “B”; and,

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina, has determined that it is in the best interests of the Town of Hilton Head Island, South Carolina, to convey the Leased Property to ArborNature, LLC, in accordance with the Option to Purchase contained in Article 9 of the Lease Agreement, upon exercise of the Option by ArborNature, LLC; and,

WHEREAS, S. C. Code Ann. § 5-7-40 (Supp. 2018) and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983), states that the lease, conveyance or granting of an interest in real property owned by the Town of Hilton Head Island, South Carolina, must be authorized by Ordinance.

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

Section 1. Execution of Lease Agreement and Conveyance Documents.

- (a) The Mayor and/or the Town Manager are hereby authorized to execute and deliver the Lease Agreement with ArborNature, LLC, in a substantially similar form and substance to the document attached hereto as Attachment B; and, upon the exercise of the Option to Purchase contained in Article 9 of the Lease Agreement, by ArborNature, LLC, to execute and deliver to ArborNature, LLC, the Deed and all documents necessary to complete the transaction and convey the property to ArborNature, LLC; and
- (b) The Mayor and/or Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the lease of the real property and the conveyance of the real property as described in the Lease Agreement.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall become effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS _____ DAY OF APRIL, 2019.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

First Reading: _____

Second Reading: _____

Approved as to form: _____
Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

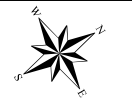
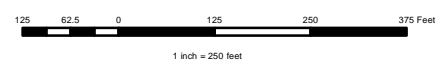


Arbor Nature Plat

Town of Hilton Head Island
ArborNature Plat
March 2018



TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-4600
Date Created: Wednesday, April 04, 2018
Project: ArborNature_Platform.dwg



This 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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into on _____
_____ 2018 by and between the **Town of Hilton Head Island, South Carolina**, a political subdivision of the State of South Carolina (the "Landlord"), and **ArborNature, LLC**, a South Carolina limited liability company (the "Tenant").

In reliance upon and in consideration of the representations, warranties, covenants, and conditions on the part of the Landlord and the Tenant contained herein, the payment by the Tenant of the rents reserved by the Landlord, and as provided for in that certain Proposed Settlement Agreement of 14 June 2017 entered into by and among the Landlord, the Tenant, and the South Carolina Insurance Reserve Fund in connection with the settlement of those certain civil actions pending in the Court of Common Pleas for the Fourteenth Judicial Circuit, designated as Civil Action No. 2017-CP-07-0374 and Civil Action No. 2017-CP-07-0517, the Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord, the premises described herein upon the following terms and conditions:

ARTICLE 1
FUNDAMENTAL LEASE PROVISIONS

A. Specifics.

The Landlord:	Town of Hilton Head Island, South Carolina
The Tenant:	ArborNature, LLC
Description of the Premises:	4.0 Acres, being a portion of Parcel 1034, Summit Drive, Hilton Head Island, SC, more particularly described in Exhibit A attached hereto
Use of the Premises:	Any and all uses permitted by the Land Management Ordinance of the Town of Hilton Head Island as of 14 June 2017
The Term of this Lease:	One (1) Year
The Commencement Date of this Lease:	The Commencement Date, as defined in Article 2
The Expiration Date of this Lease:	One year after the Commencement Date
Option To Purchase:	Yes, as set forth in Article 9
Annual Rent:	One and No/100 (\$1.00) Dollar



The Tenant's Address for Notice: ArborNature, LLC
Mr. Adam Congrove
PO Box 22268
Hilton Head Island, SC 29925-2268

The Landlord's Address for Notice: Town of Hilton Head Island
Mr. Stephen G. Riley
One Town Center Court
Hilton Head Island, SC 29928

If there is any conflict between the foregoing summary and the following provisions of the Lease, the latter shall control.

B. Description and Location of the Premises. The Landlord hereby demises and leases unto the Tenant, and the Tenant hereby rents, hires and takes of and from the Landlord, for the term, and upon the provisions, covenants, and conditions, set forth herein, that certain real property located in the Town of Hilton Head Island and more particularly described in Exhibit A attached to this Lease (the "Premises").

ARTICLE 2
TERM

The term of this Lease shall be for a period of one year, commencing on the date of adoption of an ordinance by the Town Council of the Town of Hilton Head Island, South Carolina (the "Town") approving this Lease (the "Commencement Date").

ARTICLE 3
RENT

The Landlord hereby reserves and the Tenant shall pay to the Landlord as rent for the Premises during the term of this Lease the Annual Rent, on the Commencement Date.

ARTICLE 4
POSSESSION OF THE PREMISES

Except as may otherwise be provided herein, by entering into and using the Premises, the Tenant shall be deemed to have accepted the Premises and to have acknowledged that the same are then in the condition called for by this Lease.

ARTICLE 5
USE OF PREMISES

A. Compliance. The Tenant shall at all times during the term of this Lease, at its sole cost and expense:



1. Comply with all applicable governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Premises or the Tenant's use thereof; *provided, however*, that the Tenant shall not be required to comply with or adhere to any minimum tree coverage regulation contained in any ordinance of the Town, and the Premises is exempt from any tree requirements or regulations of the Town's Land Management Ordinance.

2. Refrain from tree grinding operations on the Premises, except between the hours of 8:00 AM and 6:00 PM on Monday through Friday, or as provided for in whatever laws may be adopted in the future by the Town Council of the Town.

B. The Tenant's Business. The Premises are leased to the Tenant for the purpose of conducting the business specified in Article 1, Section A hereof. The Tenant shall not use the Premises or any portion thereof for any other purpose or purposes whatsoever except with the Landlord's prior written consent therefor first had and obtained.

ARTICLE 6 **THE LANDLORD'S LIABILITY**

The Landlord shall not be liable for any damage to the Tenant's leasehold improvements, fixtures, or merchandise resulting from fire or other hazards, regardless of the cause thereof, and the Tenant hereby releases the Landlord from all liability for such damage.

ARTICLE 7 **TAXES**

A. Personal Property Taxes. The Tenant shall be liable for and shall pay before delinquency all taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against the Tenant's property and any other personal property of whatsoever kind and to whomsoever belonging, situated or installed in and upon the Premises, whether or not affixed to the realty. If at any time during the term hereof any of said property, whether or not belonging to the Tenant, shall be taxed or assessed as part of the real property on which the Premises are situate, then such taxes or assessments shall, for the purpose of this Lease, be deemed to be personal property taxes or assessments and the provisions of this Article shall not be applicable thereto. For the purpose of determining the amount of such taxes or assessments, figures supplied by the Beaufort County Assessor's Office or other taxing authority as to the amount thereof shall be conclusive.

B. Real Property Taxes.

1. Payment of Tax. The Landlord shall be responsible for and shall pay before delinquency all real property taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against the Premises.



2. Definition. The term “real property taxes” shall include all taxes, assessments and other governmental charges (excluding general income taxes, gift taxes, inheritance taxes, and estate taxes) imposed upon the Landlord in connection with the Premises. All assessments, taxes, fees, levies and charges imposed by governmental agencies for services such as fire protection, street, sidewalk and road maintenance, refuse removal and other public services generally provided without charge to owners or occupants also shall be deemed included within the definition of “real property taxes” for purposes of this Lease. With respect to any assessment which may be paid in annual or other installments, only the amount due thereon during any Lease Year shall be included in the term “real property taxes” for such Lease Year.

ARTICLE 8

INSURANCE AND INDEMNITY

A. Indemnity. The Tenant covenants with the Landlord that the Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of the Tenant or any other person during the term of this Lease from any cause whatsoever, by reason of the use, occupancy, and enjoyment of the Premises by the Tenant or any person thereon or holding under the Tenant, and that the Tenant will indemnify and save harmless the Landlord from all liability whatsoever, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and its facilities, or any repairs or alterations which the Tenant may make upon such Premises, but the Tenant shall not be liable for damage or injury occasioned by the negligence of the Landlord and its designated agents, servants or employees unless covered by insurance the Tenant is required to provide. This obligation to indemnify shall include reasonable attorneys’ fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

B. Subrogation. The Landlord and the Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned by the Landlord or the Tenant, as the case may be, their respective property, the Premises, or its contents, arising from any risk generally covered by fire and extended coverage insurance, and the parties each, on behalf of their respective insurance companies insuring the property of either the Landlord or the Tenant against any such loss, waive any right of subrogation that it have against the Landlord or the Tenant, as the case may be, if such waiver is permitted by, or obtainable from, the respective insurance company.

C. The Tenant’s Insurance. The Tenant covenants and agrees that from and after the Commencement Date, the Tenant will carry and maintain, at its sole cost and expense, commercial general liability and property damage insurance with combined single limits of One Million (\$1,000,000.00) Dollars insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises.

D. Blanket Policy. Notwithstanding anything to the contrary contained within this Article 8, the Tenant’s obligation to carry the insurance provided for herein may be



brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by the Tenant; *provided, however*, that the Landlord and others hereinabove mentioned shall be named as an additional insured thereunder as their interests may appear and that the coverage afforded the Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. The Tenant agrees to permit the Landlord at reasonable times, and upon reasonable notice, to inspect the policies of insurance of the Tenant covering risks upon the Premises for which policies or copies thereof are not required to be delivered to the Landlord.

ARTICLE 9

OPTION TO PURCHASE

A. General. During the Term, the Tenant or its assignee shall have the exclusive option (the "Option"), subject to the conditions in this Article 9, to purchase the Premises for Three Hundred Thousand and No/100 (\$300,000.00) Dollars. The Option shall be exercised by written notice to the Landlord no later than sixty (60) days prior to the expiration of the Term. The Landlord and the Tenant shall execute a recordable memorandum of this Lease and notice of the Option for filing in the Office of the Register of Deeds for Beaufort County, South Carolina.

B. Closing Procedure. Closing of the purchase of the Premises (the "Closing") shall take place on the later of the sixty (60) days after (i) the exercise of the Option by the Tenant, or (ii) the expiration of the Term, at the Law Office of Chester C. Williams, LLC, 17 Executive Park Road, Suite 2, Hilton Head Island, South Carolina 29928. The Tenant shall give the Landlord not less than five (5) days prior notice of the date and time of the Closing. At the Closing, the Landlord shall convey good and marketable fee simple title to the real property portion of the Premises to the Tenant by general warranty deed (the "Deed"), free and clear of all monetary liens and encumbrances and other matters unless agreed to by the Tenant. The parties shall also execute or deliver such other documents as are required by law or as are consistent with standard practice in commercial real estate closings on Hilton Head Island, South Carolina.

C. Closing Costs. At Closing, the Landlord shall pay for preparation of the Deed, preparation and recording of any mortgage or lien releases and other document required to be recorded in order to deliver title in accordance with this Article 9, and the deed recording fee established by Title 12 of the Code of Laws of South Carolina (1976), as amended, any applicable Town transfer tax, its attorney's fees, and any prorations that are the responsibility of the Landlord. The Tenant shall pay for all financing costs, if any, the title examination, title insurance costs, nominal recording fees established by Title 8 of the Code of Laws of South Carolina (1976), as amended, for the deed and any loan documentation, its attorney's fees, and any prorations that are the responsibility of the Tenant.

D. Prorations. At Closing, the Lease shall terminate. Any taxes and assessments that relate to periods both before and after Closing shall be prorated between the parties as of the date of Closing. Property taxes shall be prorated based on the current year's tax. If the property taxes for the current calendar year are not



available, property taxes shall be prorated based on the prior calendar year's property taxes, plus ten (10%) percent. The proration of property taxes at Closing shall be final.

E. Title. The Tenant may conduct such examinations, including, without limitation, surveys and environmental studies of, and title to, the Premises as it desires prior to the exercise of the Option (except for such additional title examination as the Tenant may desire for title defects first occurring after the exercise of the Option and prior to Closing). If the Tenant's title examination discloses any title defects or unacceptable encumbrances on the Premises and the Tenant is unwilling to waive such defects, the Tenant shall give the Landlord written notice of such matters (the "Defect Notice") concurrently with its exercise of the Option. The Landlord shall have ten (10) days after receipt of the Defect Notice (or such longer period as may be approved by the Tenant in writing) within which to cure any title defects and remove any unacceptable encumbrances, or submit reasonable evidence to the Tenant's counsel that there is no defect.

ARTICLE 10 **EMINENT DOMAIN**

If during the Term all or any portion of the Premises is taken by any authority having the power of eminent domain, or is voluntarily conveyed by the Landlord to such authority in lieu of such taking, then the Tenant may elect to either (A) terminate this Lease on the date of possession by the condemning authority, or (B) exercise the Option.

ARTICLE 11 **CASUALTY DAMAGE AND RESTORATION**

If the Premises are damaged by fire, explosion, or other casualty or occurrence to the extent of more than twenty-five (25%) percent of the area of the Premises, the Tenant may elect either to repair or rebuild the Premises or to terminate this Lease upon giving notice of such election in writing to the Landlord within thirty (30) days after the happening of the event causing the damage. If the casualty renders the Premises untenable, then the Landlord, in good faith, agrees to use its best efforts to provide alternate Premise of like or larger size and with the same permitted uses, to the Tenant until the date when the Premises are again made tenable.

ARTICLE 12 **ASSIGNMENT AND SUBLETTING**

The Tenant shall not assign this Lease, or any interest in this Lease, or permit the use of the Premises by, or sublet the Premises or any part of the Premises to, any person or entity.

ARTICLE 13 **RIGHT OF ACCESS**

The Landlord, and its authorized agents and representatives, shall be entitled to enter the Premises at reasonable times, and upon reasonable notice, for the purpose of



inspecting the Premises or any portion thereof. Nothing contained herein shall impose or be deemed to impose any duty on the part of the Landlord to do any work or repair, maintenance, reconstruction, or restoration which, under any provision of this Lease, is required to be done by the Tenant; and the performance thereof by the Landlord shall not constitute a waiver of the Tenant's default in failing to do the same.

ARTICLE 14
DEFAULT BY THE TENANT

A. Notice. If the Tenant defaults in the payment of the Annual Rent, or violates any provision of this Lease, and such default continues for thirty (30) days after written notice thereof from the Landlord to the Tenant, then the Tenant shall be in default under this Lease; *provided, however*, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such default shall be deemed to be rectified or cured if the Tenant, within said thirty (30) day period, commences to rectify and cure the same and thereafter completes such rectification and cure with all due diligence, and in any event within ninety (90) days from the date of giving such notice. Upon any such default by the Tenant, the Landlord shall be entitled to recover from the Tenant all damages suffered by the Landlord as the result of the Tenant's default.

B. Waiver of Default. The waiver by the Landlord of any default or breach of any obligation of the Tenant under this Lease shall not be a waiver of any subsequent breach by the Tenant.

ARTICLE 15
DEFAULT BY THE LANDLORD

A. Notice. If the Landlord violates any provision of this Lease, and such default continues for thirty (30) days after written notice thereof from the Tenant to the Landlord, then the Landlord shall be in default under this Lease; *provided, however*, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such default shall be deemed to be rectified or cured if the Landlord, within said thirty (30) day period, commences to rectify and cure the same and thereafter completes such rectification and cure with all due diligence, and in any event within ninety (90) days from the date of giving such notice. Upon any such default by the Landlord, the Tenant shall be entitled to pursue any remedy available at law or in equity, including, without limitation, specific performance.

B. Waiver of Default. The waiver by the Tenant of any default or breach of any obligation of the Landlord under this Lease shall not be a waiver of any subsequent breach by the Landlord.



ARTICLE 16
LIENS

The Tenant shall at all times indemnify, save, and hold the Landlord free, clear, and harmless from any claims, liens, demands, charges, encumbrances, or litigation arising directly or indirectly out of any use, occupancy, or activity of the Tenant, its agents, employees, subtenants, and assignees, or out of any work performed, material furnished, or obligations incurred by the Tenant, its agents, employees, subtenants, and assignees, in, upon, about or otherwise in connection with the Premises, and shall, except as hereinafter permitted in this Article, pay or cause to be paid for all work performed and material furnished to the Premises, and will keep the Premises free and clear of all mechanic's liens and materialmen's liens.

ARTICLE 17
INDEMNIFICATION OF THE LANDLORD

The Tenant hereby covenants and agrees to indemnify, save, and hold the Landlord free, clear, and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, reasonable attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever in connection with, arising out of or by reason of, any violation of law, ordinance, or regulation by the Tenant, its agents, employees, servants, contractors, subtenants, licensees, concessionaires, customers or business invitees.

ARTICLE 18
FORCE MAJEURE

Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, Acts of God, or other causes beyond such party's reasonable control (financial inability excepted); *provided, however*, that nothing contained in this Article shall excuse the Tenant from the prompt payment of any rental or other charge required of the Tenant hereunder except as may be expressly provided elsewhere in this Lease.

ARTICLE 19
QUIET POSSESSION

The Landlord agrees that the Tenant, upon paying the Annual Rent, may quietly have, hold, and enjoy the Premises during the term of this Lease, without hindrance or interruption by the Landlord.



ARTICLE 20
NO PARTNERSHIP

Anything contained herein to the contrary notwithstanding, the Landlord does not in any way or for any purpose become a principal or partner of the Tenant in the conduct of its business or otherwise, or a joint venturer or member of a joint enterprise with the Tenant hereunder.

ARTICLE 21
REMEDIES CUMULATIVE

The various rights, options, elections and remedies of the Landlord and the Tenant, respectively, contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

ARTICLE 22
ATTORNEYS' FEES

If either party institutes any action or proceeding at law or in equity to enforce or to interpret any provision of this Lease for damages or other relief by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the losing party, in addition to allowable court costs, such amount as the court may adjudge to be reasonable as attorneys' fees for the services rendered the prevailing party in such action or proceeding, and such amount may be made a part of the judgment against the losing party.

ARTICLE 23
PARTIAL VALIDITY

If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Lease shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 24
RECORDATION

This Lease shall not be recorded, but the parties shall, at the option of either, execute and deliver a memorandum hereof, in recordable form, sufficient to give constructive notice of the leasehold estate and option to purchase created, and said memorandum may be recorded in the official records of Beaufort County, South Carolina.

ARTICLE 25
TIME OF THE ESSENCE

Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.



ARTICLE 26
CAPTIONS, PRONOUNS AND INTERPRETATION

A. Captions. The captions appearing at the commencement of the Articles, Sections, and Paragraphs of this Lease are descriptive only and intended for convenience in reference to this Lease, and if there is any conflict or inconsistency between any such caption and the text of any such Article, Section, or Paragraph at the head of which it appears, the text of the said Article, Section, or Paragraph, as the case may be, and not the caption, shall control and govern in the construction of the terms of this Lease.

B. Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.

C. Interpretation.

1. Law: The laws of the State of South Carolina, including statutes of limitations, shall govern the validity, construction, and effect of this Lease, and shall apply in all respects to any disputes or controversies arising out of or pertaining thereto.

2. Covenants: Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

3. Language Construction: The language in all parts of this Lease shall be construed, in all cases, according to its fair meaning and not for or against either party hereto.

ARTICLE 27
NO BROKER

Both parties warrant and represent to the other party that there are no brokers involved with this Lease, and that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease.

ARTICLE 28
SUCCESSORS AND ASSIGNS

The terms, provisions, covenants, and conditions contained in this Lease shall apply to, bind, and inure to the benefit of the respective successors and assigns of the parties.



ARTICLE 29
ENTIRE AGREEMENT

This Lease, together with that certain Proposed Settlement Agreement of 14 June 2017 entered into by and among the Landlord, the Tenant, and the South Carolina Insurance Reserve Fund in connection with the settlement of those certain civil actions pending in the Court of Common Pleas for the Fourteenth Judicial Circuit, designated as Civil Action No. 2017-CP-07-0374 and Civil Action No. 2017-CP-07-0517, constitute the entire agreement of the Landlord and the Tenant regarding the Premises. Except and otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by each of them.

ARTICLE 30
SERVICE OF NOTICES

A. Notices To Be In Writing. Any and all notices and demands by or from the Landlord to the Tenant, or by or from the Tenant to the Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand be served by registered or certified mail in the manner herein provided, service shall be conclusively deemed made at forty-eight (48) hours after the deposit thereof in the United States mail addressed to whom such notice or demand is to be given as hereinafter set forth.

B. Notices to the Landlord. Any notice or demand to the Landlord shall be addressed to the Landlord at the address specified in Article 1, Section A.

C. Notices to the Tenant. Any notice or demand to the Tenant shall be addressed to the Tenant at the address specified in Article 1, Section A.

D. Change of Address. Either party may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereof, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

[Signature pages follow]



EXHIBIT A

Description of the Premises

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, Beaufort County South Carolina, containing 4.00 acres, more or less, shown and designated as "Portion of Parcel 1034" on that certain plat of survey entitled "Boundary, Tree and Topographic Survey of: A Portion of Parcel 1034, Summit Drive, Hilton Head Island, Beaufort County, South Carolina" prepared by Sea Island Land Survey, Mark R. Renew, SCPLS 25437, dated 10 November 2017 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book _____ at Page _____.



Attachment D

Proposed Settlement Agreement
Between
ArborNature, LLC & The Town of Hilton Head Island

WHEREAS, litigation currently exists between ArborNature, LLC and the Town of Hilton Head Island; and,

WHEREAS, both parties desire to compromise and settle all existing disputes between them; and,

WHEREAS, an agreement as follows was reached in mediation on June 14, 2017;

NOW THEREFORE, the parties hereto agree to compromise and settle all issues currently encompassed in those Beaufort County, South Carolina Circuit Court cases numbered 2017-CP-07-0374 and 2017-CP-07-0517 as follows:

1. The Town will convey to ArborNature, LLC four (4) acres of land located at the end of Summit Drive in a configuration to be agreed upon by the parties, that minimizes wetlands and specimen trees and allows ArborNature, LLC to use the land in its current zoning to the fullest reasonable extent.
2. Consideration for the sale will be Three Hundred Thousand and 00/100 Dollars (\$300,000.00) in total. The Town will lease the four (4) acres to ArborNature, LLC for the first year for one dollar and 00/100 (\$1.00) and the closing on the property will occur on or before one (1) year from the date the lease is signed.
3. As soon as the lease is signed, the Town will provide a topographic and wetlands delineation survey. The Town will waive any adherence to minimum tree coverage on the parcel to allow the full use of the four (4) acres, thereby exempting ArborNature from any tree requirements or regulations of the LMO on this parcel so long as the property is used for grinding. Provided, however, the parties agree that grinding shall only take place between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday or whatever laws may be adopted in the future by the Town Council. ArborNature shall apply for development plan approval within thirty (30) days of Town Council's approval of the settlement.
4. The Town shall amend the current zoning on the 6.7 acres owned by Adam Congrove at 76 Leg O'Mutton Road, to provide that grinding and logging activity shall not be allowed on the property, and the same shall keep the right to a Wholesale Landscape Nursery and Landscape Contractor's Office with outside storage. The rezoning shall provide that the property may alternatively be used for residential development at eight (8) units per acre.

5. The Insurance Reserve Fund will pay ArborNature Ten Thousand and 00/100 Dollars (\$10,000.00). ArborNature agrees to execute a release in favor of the Town of Hilton Head Island and the South Carolina Insurance Reserve Fund as well as a stipulation of dismissal.
6. The parties will bear all of their own costs.
7. The current litigation will be dismissed with prejudice by consent upon the adoption by the Town Council of the Ordinance approving the Master Plan Amendment for the Leg O'Mutton Road Property.
8. The parties agree to work in good faith to implement their Settlement Agreement, and to not publicly criticize or abuse the other.
9. All parties understand the Agreement is subject to approval by the Town Council.
10. Current grinding at Leg O'Mutton will cease thirty (30) days after issuance of development plan approval on the Summit Road property.

ArborNature, LLC



Adam Congrove
Its' President

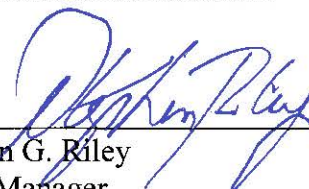


Thomas C. Taylor, Esquire



Chester Williams, Esquire

Town of Hilton Head Island



Stephen G. Riley
Town Manager



Gregory M. Alford, Esquire



Robert Achurch, Esquire



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA~CM, *Town Manager*
VIA: Shawn Colin, AICP, *Director of Community Development*
VIA: Teri B. Lewis, AICP, *Deputy Director of Community Development*
VIA: Nicole Dixon, CFM, *Development Review Administrator*
FROM: Taylor Ladd, *Senior Planner*
CC: Jennifer Ray, *Deputy Director of Community Development*
DATE: March 21, 2019
SUBJECT: ZA-000097-2019 – Hilton Head Christian Academy Rezoning

Recommendation: The Planning Commission held a public hearing on February 20, 2019 to review the Zoning Map Amendment application. At this meeting, the Commission voted 5-2 to recommend forwarding the application to Town Council with a recommendation of approval, with the condition that a Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines, based on the Findings of Fact and Conclusions of Law in the staff report. Staff recommends that Town Council approve the application.

Town Council held a public meeting for first reading of an ordinance for the Hilton Head Christian Academy rezoning application March 5, 2019. At this meeting, Town Council did not vote on the ordinance. As recommended by the Mayor, the Council voted 5-2 to remand the application to the Public Planning Committee so that questions submitted by Town Council can be discussed with staff and the applicant.

The Public Planning Committee will hold a discussion regarding these questions at a special meeting being held on April 1, 2019. At the direction of the Mayor the review and discussion will only be on the submitted questions (Attachment 1). The Committee Chair, Councilman Ames, will provide a report of this meeting at the regularly scheduled Town Council meeting being held on April 2, 2019.

Summary: Eric Walsnovich with Wood + Partners Inc., on behalf of Spandrel Development Partners, LLC, proposes to amend the Official Zoning Map by changing the uses, density and height assigned for the subject property on the Indigo Run Master Plan in the PD-1 district. The property is currently developed as the Hilton Head Christian Academy campus. The school plans to relocate to Bluffton, where they acquired property for a new campus in the Buckwalter area in 2002.

The current assigned uses are commercial, institutional, and public recreation. The request is to change the assigned uses to institutional **or** multi-family residential with a condition prohibiting rentals of less than three months. The current assigned density is 10,000 sq. ft. per net acre for retail uses, 20,000 sq. ft. per net acre for non-retail uses, 10,000 sq. ft. per net acre for institutional uses; and there is no assigned density for public recreation uses. The request is to change the assigned density to 10,000 sq. ft. per net acre of institutional uses **or** 300 multi-family residential units, which is approximately 22 units per net acre. The application also includes a proposal to reduce the maximum allowed building height from 75 feet to 55 feet.

The proposed rezoning will allow uses that are compatible with the multi-family and single-family residential communities on other properties in the vicinity.

Background: The subject property was originally zoned R-8, Residential Moderate Density, as with the surrounding parcels. When it was subdivided and sold as part of a larger 50-acre tract by the Hilton Head Company in 1972, it was subject to deed restrictions limiting the use to “semi-residential purposes only.” The school relocated to the site in 1989. The property was rezoned into the PD-1 Indigo Run Master Plan Parcel 15-F in 2000. At that time, the residential use on the property was removed.

Please contact me at (843) 341-4607 or at taylorl@hiltonheadislandsc.gov if you have any questions.

TOWN COUNCIL QUESTIONS - REZONING CHRISTIAN ACADEMY SITE

1. What is the distribution of units by dwelling size? (studio, 1-bed, 2-bed, etc...)
2. What is the rental price point?
3. Is the developer willing to dedicate 10-15% to workforce housing as described by the Town's housing consultant?
4. What will the end height be? Confusion surrounding this...
5. Is there flexibility with the density? Is the developer willing to do anything in between the current request?
6. What are the proposed traffic implications both neighborhood and island related?
7. Would these be short term (90 or less days) or long term (12 months or longer)?
8. If long term rental, would the developer be willing to commit to keeping them long term rental for 25 years?
9. What is the ration between the actual footprint of the buildings and remaining property?
10. What tax credit, if any, is the developer receiving for this project?
11. What could the town do to assist company in setting aside 20 apartments for teachers, police officers and other Town officials that otherwise could not afford to live there?
12. Based on the LMO, have we made considerations to other Developers that are not consistent to various Wards on the Island?
13. If we reject this applicants request what would be the Towns option in terms of buying the property or leaving empty?
14. A timeframe was mentioned at the meeting, what is the timeframe and how firm is it?
15. Why approve the application now without first having the report from the Town's housing consultant? Or until the Land Use Study is done?
16. Consider restricting 50% (approx. 65 units) of the density bonus as "rent controlled" units in the lowest monthly rents (\$1,200-\$1,500/month), and impose an annual rent limit tied to CPI or AMI.
17. Why 90-day short term rental?
18. What is the restriction on rental vs. ownership?
19. Onsite management?
20. Will there be rent increases tied to an index for some portion of the units?

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2019-

PROPOSED ORDINANCE NO. 2019-08

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 16-1-107, THE OFFICIAL ZONING MAP AND THE INDIGO RUN MASTER PLAN WITH RESPECT TO THE CERTAIN 13.83 ACRE PARCEL LOCATED AT 55 GARDNER DRIVE, IDENTIFIED AS PARCEL 98A ON BEAUFORT COUNTY TAX MAP 8, WITHIN THE INDIGO RUN MASTER PLAN "PARCEL 15-F" UNDER THE PD-1 (PLANNED DEVELOPMENT MIXED USE) DISTRICT, TO REMOVE THE COMMERCIAL AND PUBLIC RECREATION USES AND COMMERCIAL DENSITY, AND TO ADD MULTI-FAMILY RESIDENTIAL USE WITH DENSITY OF 300 UNITS, AND TO MAINTAIN THE EXISTING INSTITUTIONAL USE AND DENSITY, AND TO REDUCE THE MAXIMUM BUILDING HEIGHT ALLOWED FROM 75 FEET TO 55 FEET; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2014, the Town Council did adopt a new Land Management Ordinance (LMO); and

WHEREAS, this zoning change would be compatible with surrounding land uses and neighborhood character, would not be detrimental to the public health, safety and welfare, and further, would be in conformance with the Land Management Ordinance and Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on February 20, 2019 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed zoning map amendment application; and

WHEREAS, the Planning Commission, after consideration of the staff presentation, public comments and the criteria set forth in Section 16-2-103, voted 5-2 to recommend that Town Council approve the proposed zoning map amendment application with the condition that a Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines; and

WHEREAS, after due consideration of said zoning map amendment application and the recommendation of the Planning Commission, the Town Council, upon further review, finds it is in the public interest that the subject parcel be rezoned to remove the commercial and public recreation uses and commercial density, add multi-family residential use with density of 300 units, maintain the existing institutional use and density, and reduce the maximum building height allowed from 75 feet to 55 feet.

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 16-1-107 of the LMO, and the Indigo Run Master Plan and associated text be hereby amended to modify the zoning designation of the certain parcel identified as Parcel 98A on Beaufort County Tax Map 8 within the Indigo Run Master Plan “Parcel 15-F” to remove the commercial and public recreation uses and commercial density, add multi-family residential use with a density of 300 units, maintain the existing institutional use and density, and reduce the maximum building height allowed from 75 feet to 55 feet.

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 COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2019.

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

John J. McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

Public Hearing: February 20, 2019

First Reading:

Second Reading:

APPROVED AS TO FORM:

Curtis L. Coltrane, 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
ZA-000097-2019	Hilton Head Christian Academy	February 20, 2019

Parcel Data & Location		
Parcel: R510 008 000 098A 0000	Size: 13.83 acres	Address: 55 Gardner Drive

Owner	Applicant	Agent
Hilton Head Christian Academy 55 Gardner Drive Hilton Head Island, SC 29926	Spandrel Development Partners, LLC 170 Meeting Street, Suite 110 Charleston, SC 29401	Eric Walsnovich Wood + Partners, Inc. 7 Lafayette Place Hilton Head Island, SC 29925

	Existing Zoning	Proposed Zoning
Districts	Planned Development Mixed Use (PD-1) – Indigo Run Corridor Overlay (COR)	Planned Development Mixed Use (PD-1) – Indigo Run Corridor Overlay (COR)
Uses*	Commercial Institutional Public Recreation	Institutional <u>OR</u> Multifamily Residential
Density	Retail Uses: 10,000 sf/net acre Non-Retail Uses: 20,000 sf/net acre Institutional Uses: 10,000 sf/net acre Public Recreation Uses: Not specified	Institutional Uses: 10,000 sf/net acre <u>OR</u> Multifamily Residential: 300 units
Height	75 feet maximum	55 feet maximum

*Currently, the Indigo Run PUD Master Plan text does not specify if all allowed uses are permitted at once on the property (such as commercial, institutional AND public recreation are permitted) or if only one of the uses can be permitted at a time (such as commercial, institutional OR public recreation are permitted).

Application Summary

Eric Walsnovich with Wood + Partners Inc., on behalf of Spandrel Development Partners, LLC, proposes to amend the Official Zoning Map by changing the uses, density and height assigned for the subject property on the Indigo Run Master Plan. The property is currently developed as the Hilton Head Christian Academy campus. The school plans to relocate to Bluffton.

The current assigned uses are commercial, institutional, and public recreation. The request is to change the assigned uses to institutional **or** multifamily residential with a condition prohibiting rentals of less than three months. The current assigned density is 10,000 sq. ft. per net acre for retail uses, 20,000 sq. ft. per net acre for non-retail uses, 10,000 sq. ft. per net acre for institutional uses; there is no assigned density for public recreation uses. The request is to change the assigned density to 10,000 sq. ft. per net acre of institutional uses **or** 300 multifamily residential units, which is approximately 22 units per net acre. The application also includes a proposal to reduce the maximum allowed building height from 75 feet to 55 feet.

Staff Recommendation

Staff recommends the Planning Commission find this application to be **consistent with the Town's Comprehensive Plan** and **serve 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.

Staff recommends that the Planning Commission recommend **APPROVAL** of this application to Town Council with the following condition:

1. A Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines.

The properties subject to these conditions are further identified as R510 008 000 0224 0000 (Sandalwood Terrace), R510 008 00A 101A 0000 (44 Indian Trail), R510 008 00A 0074 0000 (42 Indian Trail), R510 008 00A 0073 0000 (40 Indian Trail), R510 008 00A 0072 0000 (38 Indian Trail), R510 008 00A 0071 0000 (36 Indian Trail), R510 008 00A 0070 0000 (34 Indian Trail), R510 008 00A 0069 0000 (32 Indian Trail), R510 008 00A 0068 0000 (30 Indian Trail), and R510 008 00A 0015 0000 (28 Indian Trail).

Background

Founded in 1979, Hilton Head Christian Academy has been a presence on Hilton Head Island for about 40 years. The school relocated to the subject property in 1989. It is a private college preparatory school with an enrollment of approximately 390 students, the majority of whom live in Bluffton. To better serve their students, the school plans to relocate to the Buckwalter area in Bluffton where the school acquired property in 2002. The new campus in Bluffton will be funded by the sale of the subject property; the sale is contingent upon the proposed rezoning. Attachment H, Exhibit E shows the proposed Bluffton campus.

The subject parcel is made up of two tracts of land. See Attachment A for a vicinity map

and Attachment E for the current boundary survey. To the south, the larger tract is developed with the school facilities, including classrooms and offices, gymnasium, a multipurpose building, parking lots, and athletic fields and facilities. The larger tract is bound by Gardner Drive to the west; the Sandalwood Terrace multifamily development to the north; an undeveloped portion of the Southwood Park right-of-way and the Hilton Head Gardens multifamily development to the east; and the Old Woodlands single family development, an undeveloped Town-owned parcel, and a Hilton Head Public Service District facility to the south.

Specifically, the developments abutting and adjacent to the larger tract are comprised of the following:

- Northern property boundary: Sandalwood Terrace, a Beaufort Housing Authority multifamily development with 13 buildings and 80 units on 10 acres.
- Northeastern property corner: The Oaks multifamily development with 15 buildings and 114 units on 10.3 acres.
- Eastern property boundary: The Hilton Head Gardens multifamily development with 9 buildings and 112 units on 10 acres.
- Southern property boundary: Old Woodlands Plantation (formerly Mid-Island Estates) with 74 single family lots.

In close proximity to the larger tract is the Woodlake Villas multifamily development comprised of 56 buildings with 224 units on 29 acres. The average density of all four multifamily developments in the vicinity of the subject parcel is approximately 10 to 11 dwelling units per net acre. By comparison, the applicant is proposing a density of 21 to 22 dwelling units per net acre.

To the north, the smaller tract of the parcel is undeveloped. The smaller tract is bound by Gardner Drive to the west and south; an undeveloped Town-owned parcel to the west and north; and Sandalwood Terrace to the east.

The subject property is currently accessed from a single curb cut on Gardner Drive, which is defined as a minor arterial street in LMO Section 16-5-105.B. Attachment E shows the location of the curb cut at the approximate center larger tract's western boundary line. Gardner Drive is a 60 foot wide right-of-way owned by Beaufort County.

In January of 2000, Town Council approved Zoning Map Application ZMA990009 to revise the entire Indigo Run Master Plan. At that time, the subject property was zoned into the Indigo Run Master Plan as part of Parcel 15-F. See Attachment F for the extents of Parcel 15-F. The uses designated for Parcel 15-F were commercial, institutional (which made Hilton Head Christian Academy, which was already developed on the site, a conforming use), and public recreation. The other properties that comprise Parcel 15-F on the Master Plan include a Town-owned undeveloped parcel, a parcel owned by the Hilton Head Public Service District (PSD), and a portion of the Christian Renewal Church. The proposed rezoning will only apply to the subject property; it will not affect the height, density or permitted uses for the other properties in Parcel 15-F.

Prior to being zoned into the Indigo Run Master Plan, the larger tract was zoned R-8, moderate density residential. The parcels adjacent to the subject parcel and subsequently developed into multifamily complexes – Sandalwood Terrace, The Oaks, and Hilton Head Gardens – were also zoned R-8. Properties along the western side of Gardner Drive were

historically zoned M-1 (Planned Development Mixed Use) and were part of the Indigo Run PUD.

The adjacent multifamily properties are now zoned RM-12 (moderate to high density residential), which allows 12 units per net acre. The single-family subdivision to the south of the subject parcel is zoned RM-4 (low to moderate density residential). When the revised Official Zoning Map was adopted in 2014, properties along the western side of Gardner Drive were rezoned into MS (Main Street), a mixed-use district that allows up to 12 dwelling units per net acre, and PR (Parks and Recreation). See Attachment B for the current zoning in the vicinity.

Since the subject property is in the PD-1 District but it is located outside of any gates restricting access to the general public, the setback and buffer standards in LMO Sections 16-5-102 and 16-5-103, respectively, apply. Attachment J shows the setbacks and buffers for the existing and proposed uses. Any redevelopment of the subject property would have to meet the current LMO setback and buffer standards.

The proposed rezoning would allow buildings up to 55 feet tall and up to 22 units per acre on the subject property. Sandalwood Terrace, directly north of the larger tract, is developed with two story buildings at 8 units per acre. Old Woodlands, directly south of the larger tract, is developed with mostly single story houses built on grade on an average of 0.3 acre lots. The proposed rezoning would allow buildings up to 55 feet tall within 20 feet of the Sandalwood Terrace and Old Woodlands property lines.

The proposed rezoning would require narrower, less vegetated buffers between development on the subject property and the Sandalwood Terrace and Old Woodlands property lines. A Type B buffer is currently required from Sandalwood Terrace; the proposed rezoning would eliminate the requirement for a buffer. A Type C buffer is currently required from Old Woodlands; the proposed rezoning would change that to a Type A buffer. See Attachment J for a chart depicting current and proposed use setback and buffer requirements.

To reduce any visual or auditory impacts of future development on the residents of Sandalwood Terrace and the Old Woodlands, staff recommends approving the proposed rezoning with the condition a Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines.

Type C buffers include medium-density screening designed to eliminate visual contact at lower levels and create spatial separation between adjacent uses. See Attachment K for an excerpt from the LMO about buffer requirements. This Type C buffer is stricter than the Type A or Type B buffer that would be required by-right for the development of multifamily on the subject property. The requirement for a stricter buffer will ensure Sandalwood Terrace and Old Woodland residences are sufficiently screened from a higher density development.

The other properties adjacent to the subject property are the undeveloped Town-owned parcels to the north and south and the Hilton Head Public Service District facility. There are no plans to develop the Town-owned properties.

Applicant's Grounds for ZMA

The applicant states that the current approved uses for the subject parcel and the allowable density are limited and are related to needs that are not viable nor desired. The applicant states opportunities for quality redevelopment of the site with any of the existing uses is unlikely.

According to the applicant, the rezoning will facilitate the development of a high quality, 300 unit multifamily community with associated parking and amenities. This could include a mix of apartments from 500 square feet up to three bedroom units of about 1,800 square feet. The developer anticipates six buildings, but specifies in the application that the design has not been finalized.

This proposed rezoning is perceived as an appropriate density and use for the adaptive redevelopment of an aging school campus. The applicant states the development will not adversely impact the natural environment or adjacent properties. If all 300 dwelling units are built on the 13.83 acres parcel, the site density will be 21.6 units per net acre. This is less than what was previously approved for the WaterWalk apartments at Shelter Cove Towne Centre. WaterWalk East #1 contains 136 apartments on 4.97 acres, for a density of 27.4 units per net acre. WaterWalk East #2, which is under construction, is approved for 104 apartments on 4.44 acres, for a density of 23.4 units per net acre.

The prospective buyer and developer of the subject property, Spandrel Development Partners, LLC, has four apartment communities in the downtown historic district in Charleston and another on Bay Street in Savannah. The developer proposes that the multifamily development on the subject property will be a similar quality residential community. All of their southeast development projects are privately funded and typically held for investment once completed.

The applicant believes there is a strong demand in the local market for a high quality multifamily apartment community. Using the success of the WaterWalk apartments as an example, there is as much evidence of this demand as there is a need, as expressed by the Town's Comprehensive Plan and the Vision and Strategic Action Plan. This is explored in depth in the applicant's narrative. See Attachment H for the applicant's Narrative and Exhibits A through M-1.

Summary of Facts and Conclusions of Law

Findings of Fact:

1. The application was submitted on January 18, 2019 as set forth in LMO 16-2-103.C and Appendix D-1.
2. Per LMO 16-2-102.E.1, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing.
3. The LMO Official scheduled the public hearing of the application for the February 20, 2019 Planning Commission meeting, which is a regularly scheduled meeting of the Planning Commission.
4. Per LMO 16-2-102.E, the LMO Official shall publish a notice of the public

hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date.

5. Notice of the February 20, 2019 public hearing was published in the Island Packet on February 3, 2019.
6. Per LMO 16-2-102.E.2, the applicant shall mail a notice of the public hearing by first-class mail to the owners of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the hearing date.
7. The applicant mailed notices of the public hearing by first-class mail to the owners of record of properties within 350 feet of the subject land on January 31, 2019.
8. Per LMO 16-2-102.E.2, the LMO Official shall post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one notice being visible from each public thoroughfare that abuts the subject land.
9. The LMO Official posted on February 5, 2019 conspicuous notice of the public hearing on Gardner Drive in proximity to the school's existing main entrance.

Conclusions of Law:

1. The application was submitted in compliance with LMO 16-2-103.C and Appendix D-1.
2. The LMO Official scheduled the public hearing of the application for the February 20, 2019 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
3. Notice of the public hearing was published 17 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
4. The applicant mailed notices of the public hearing 20 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
5. The LMO Official posted conspicuous notice of the public hearing 15 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

As set forth in LMO 16-2-103.C.2.e, Zoning Map Amendment (Rezoning) Advisory Body Review and Recommendation, the Commission shall consider and make findings on the following matters regarding the proposed amendment.

Summary of Facts and Conclusions of Law

Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO 16-2-103.C.3.a.i):

Findings of Fact:

The Comprehensive Plan addresses this application in the following areas:

Population Element

Implication for the Comprehensive Plan – 4.7 Education

- The current enrollment and projected enrollment in the Hilton Head Island schools indicate that there are no immediate needs for additional school sites or expansion

of existing facilities.

Housing Element

Implication for the Comprehensive Plan – 5.1 Housing Units & Tenure

- Although, an increase in the total number of housing units contributes to the economic tax base for the Town, it is important that both the quantity as well as quality of the housing stock is maintained to sustain the current and future population and overall property values. As the amount of available land declines for new development, it will be very important to maintain high quality housing stock on residential properties. In addition, the availability of various housing types is important for the housing market viability to accommodate the diverse needs of the Island's population.

Implication for the Comprehensive Plan – 5.2 Housing Opportunities

- There are additional groups that will grow this market area. First are the multigenerational households, including aging parents moving in and 20 somethings moving back with their parents. Second, low wage jobs and high housing cost forces several non-family members into occupying a house. Finally, there is a growing trend of retirees becoming renters. The home in some communities will no longer be the great investment it once was, or the kids are gone and the house is too big, the taxes are high, and mowing the grass is not as much fun as traveling. Millions of baby boomers will sell their homes and invest.

Community Facilities Element

Implication for the Comprehensive Plan – 6.9 Educational Facilities

- Enrollment trends and future projections indicate no immediate need for additional school facilities on the Island.

Land Use Element

Goal – 8.1 Existing Land Use & Goal – 8.5 Land Use Per Capita

- A. To have an appropriate mix of land uses to meet the needs of existing and future populations.

Goal – 8.3 Planned Unit Developments (PUDs)

- B. To have 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 PUD Master Plans.

Goal – 8.10 Zoning Changes

- A. To provide appropriate modifications to the zoning designations to meet market demands while maintaining the character of the Island.

Implementation Strategy – 8.10 Zoning Changes

- B. Consider focusing higher intensity land uses in areas with available sewer connections.

Transportation Element

Implications for the Comprehensive Plan – 9.3 Traffic Planning & Modeling

- Future development and zoning classifications have an impact on the potential build-out of properties on the Island. Increasing the density of properties in certain areas of the Town may not be appropriate due to the inability of the current transportation network to handle the resulting additional traffic volumes. It may be more appropriate to provide density in areas that have the available roadway capacity and to reduce densities or development potential in areas that do not have the appropriate roadway capacity.

Conclusions of Law:

1. This application **is consistent** with the Comprehensive Plan, as described in the Population, Housing, Community Facilities, Land Use, and Transportation Elements as set forth in LMO Section 16-2-103.C.3.a.i.
2. The **Population and Community Facilities Elements** support the proposed rezoning because it would facilitate the redevelopment of the subject property from an educational facility to a multifamily residential development. These elements state there is no immediate need for additional school facilities on the Island. The Hilton Head Christian Academy intends to relocate to Bluffton if this rezoning is approved and the property is sold to the applicant. Though the proposed rezoning also includes institutional use, it was included to avoid changing the Hilton Head Christian Academy from a conforming to a non-conforming use while it remains on the subject property.
3. The **Housing Element** supports the proposed rezoning because it would facilitate the redevelopment of the subject property into a multifamily residential development. The Housing Element supports the availability of various housing types. Since there are far fewer multifamily residences than single-family residences on the Island, allowing multifamily residential uses on the subject property would increase the diversity of available housing types.
4. The **Land Use Element** supports the proposed rezoning because it would appropriately modify the allowed land uses to meet the market demands of existing and future populations. The approved uses on the subject property are in low demand on the Island. There are many vacant commercial spaces, no new privately-owned public recreation facilities are being developed, and aside from the USCB campus, there has been little interest in new institutional development. Housing is in far greater demand; there are many new residential developments being planned or under construction on the Island.
5. The **Land Use Element** further supports the proposed rezoning because it would allow a high intensity use on a property with an existing sewer connection.
6. The **Transportation Element** supports the proposed rezoning because it would allow high residential density on a roadway with existing capacity for it.

Summary of Facts and Conclusions of Law

Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO 16-2-103.C.3.a.ii):

Findings of Fact:

1. The proposed rezoning will remove the commercial density and use for the subject property and allow either a multifamily residential use at 300 units per net acre or an institutional use at 10,000 square feet per net acre.
2. The properties adjacent to the subject parcel are the following multifamily developments: Sandalwood Terrace, The Oaks, and Hilton Head Gardens. Adjacent and to the south is Old Woodlands Plantation, a single-family detached subdivision.
3. Residential uses within one-half mile of the subject property are the Woodlake Villas, Indigo Pines assisted living facility, The Preserve at Indigo Run, Indigo Run's main gated community, The Glen, Alex Patterson Place, Victoria Square, Magnolia Place, and the entrance to Palmetto Hall Plantation.
4. Nonresidential uses within one-half mile of the subject property are Christian Renewal Church, offices and retail on Main Street, offices on Lafayette Place, Port Royal Plaza, Northridge Plaza, and Sea Turtle Marketplace.
5. Should the application be approved, the rezoning request retains the institutional use so that this rezoning does not create a nonconforming use, as the school will remain on the subject before they relocate and the site is redeveloped.
6. The subject property is located in the Corridor Overlay District and therefore it will be subject to review by the Design Review Board.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.ii.
2. The applicant is proposing multifamily residential or institutional as the allowed uses for the subject property, which are compatible with the surrounding multifamily residential communities, the single-family residential development, and the nearby existing civic, public and commercial uses.

Summary of Facts and Conclusions of Law

Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO 16-2-103.C.a.iii):

Findings of Fact:

1. The subject property is suitable for development because the portion intended to support a multifamily community is already developed with school facilities totaling +/- 61,000 square feet and ancillary sports facilities.
2. The subject parcel is already connected to existing storm water and utility infrastructure such that only on-site improvements may be required for permitting the proposed development. There should be no impacts on the infrastructure of adjacent properties.
3. There are no known sensitive environmental features on the subject property that will be affected by the proposed multifamily development. The existing Town-owned freshwater wetlands adjacent to the northern portion of the parcel will not be disturbed.
4. The proposed maximum building height is 55 feet. The existing by-right maximum

building height is 75 feet.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.a.iii.
2. The proposed zoning is appropriate for the land because the current site is already developed with a school and ancillary institutional uses. Development of a multifamily complex would not further impact the land or disturb any portion of the subject property that is currently vacant.
3. The proposed maximum building height of 55 feet is appropriate because it is lower than the current by-right height of 75 feet.

Summary of Facts and Conclusions of Law

Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO 16-2-103.C.a.iv):

Findings of Fact:

1. The proposed uses for the subject property are multifamily residential or institutional. The proposed institutional use will allow Hilton Head Christian Academy to remain as a conforming use on the subject property while the new school site is built in Bluffton. The proposed multifamily residential use will allow the site to be redeveloped for multifamily development.
2. The proposed density is 10,000 sq. ft. per acre of institutional uses or up to 300 multifamily dwelling units.
3. This proposed uses and density will facilitate the development of multifamily residential housing units.
4. There is a need for more housing on the Island, as stated in the Comprehensive Plan, and specifically for more workforce housing as shown in the “Assessment of Workforce Housing Needs” report by the Town’s housing consultant, Lisa Sturtevant & Associates, LLC.
5. Mixed-use zoning districts within a mile of the subject property are the Main Street (MS), Community Commercial (CC), Light Commercial (LC), Light Industrial (IL), Marshfront (MF), Resort Development (RD) and Medical (MED) districts, which support a large employment base that could potentially benefit from more diverse housing options in the vicinity. See Attachment H, Exhibit L for a letter from Hilton Head Regional Healthcare regarding the need for housing options for Hospital personnel.
6. Within a mile of the subject property are the main gated portions of Indigo Run, Hilton Head Plantation, Port Royal, and Palmetto Hall Plantation. These large communities include retirees who may be interested in downsizing to an apartment in close proximity to their current community.
7. There is not a large demand for institutional space on the island. There is also not a large demand for commercial retail spaces without frontage along a main arterial on the Island or without close access to other commercial spaces. The subject property location is currently somewhat isolated from other commercial nodes.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.a.iv.
2. The proposed zoning meets a demonstrated community need, which is a need for more housing. A multifamily housing development in this area will provide a greater opportunity to meet a community need than what the existing commercial use would provide.

Summary of Facts and Conclusions of Law

Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103.C.3.a.v):

Findings of Fact:

1. Previous zoning designated the subject parcel and the surrounding area for multifamily development.
2. There are high density multifamily residential developments surrounding and adjacent to the subject parcel.
3. The overall zoning program is designed to be flexible yet supportive for the redevelopment of aging, redundant, or underutilized facilities.
4. Hilton Head Christian Academy intends to relocate to Bluffton and has made plans to do so.
5. The market has not shown desire for large institutional or commercial sites in this area of the Island.
6. The subject property could become an aging, redundant, or underutilized facility if it's not rezoned for appropriate uses that are in demand.
7. The overall zoning program guides development in accordance with the Town's Comprehensive Plan, which reflects future plans for the Town.
8. The proposed rezoning has been found to be consistent with the Town's Comprehensive plan per Criteria 1 of this report.
9. For consistency in land use patterns, it is appropriate for similar and compatible uses to be zoned together. The adjacent zoning districts suggest the future land use patterns for the area are intended to be residential.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.v.
2. The proposed rezoning is consistent with the overall zoning program as expressed in future plans for the Town because the proposed uses are institutional and multifamily residential, which would facilitate the sale and redevelopment of an aging site; the proposed uses are consistent with Town's Comprehensive Plan; and the proposed uses are consistent with the surrounding zoning for residential uses.

Summary of Facts and Conclusions of Law

Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO 16-2-103.C.3.a.vi):

Findings of Fact:

1. The subject parcel is currently zoned PD-1 Indigo Run and designated as a portion of Parcel 15-F on the current PUD Master Plan.
2. The proposed rezoning is only redefining the uses, height and densities for the subject parcel.
3. If the subject parcel is rezoned as proposed in this application, it will remain PD-1 Indigo Run.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.a.vi.
2. The proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts because the existing base zoning district will remain PD-1. Only the designated uses, height and density will change.

Summary of Facts and Conclusions of Law

Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO Section 16-2-103.C.3.a.vii):

Findings of Fact:

1. The subject property is currently zoned to allow commercial, institutional and public recreation uses.
2. The subject property has no frontage on the main arterial, no direct access to other commercial nodes and so would be a difficult location for a viable commercial development.
3. Commercial retail and non-retail development at the currently allowed densities would not be complimentary to the adjacent residential developments.
4. Developing multifamily residential in this location would be compatible with the adjacent residential developments.
5. With a low demand for institutional spaces on the island, the continued use of the existing school facility after HHCA has relocated to Bluffton does not appear to be viable. The school is relocating because a majority of the student population commutes to the Island for school. There is little market for the subject parcel to remain an institutional use.
6. There is a demand for housing on the Island that could support the proposed development more-so than the other currently permitted uses.
7. A large vacant tract adjacent to the property owned by the Town is zoned PR and could support public recreation should the need arise for the area. Removing the public recreation zoning from the permitted uses for the subject property would not depreciate the opportunities for recreation in the area.

Conclusions of Law:

1. This application **meets the criteria** in LMO Section 16-2-103.C.3.a.vii.
2. The rezoning of the subject property would allow it to be put to a reasonably viable economic use because a residential use is more compatible with the

surrounding uses and does not present an economic challenge like nonresidential uses might for this location.

Summary of Facts and Conclusions of Law

Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate, and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO Section 16-2-103.C.3.a.viii):

Findings of Fact:

1. Gardner Drive is a minor arterial as defined by the LMO.
2. The Town's multi-use pathway follows Gardner Drive and is accessible from the subject parcel.
3. There is infrastructure for storm water and drainage currently in place on the property that may require some on-site improvements to support a 300-unit residential development.
4. Water and sewer service, as well as electricity service exist and will continue to be available. See Attachment H, Exhibits M and M-1 for "will-serve" letters from Hilton Head PSD, Palmetto Electric and Hargray for a 300 unit development on the subject property.
5. The proposed multifamily residential density of 300 units may require the developers to provide a Traffic Impact Analysis Plan for permitting as required by the LMO.
6. Hilton Head Island Fire Rescue has the capability to immediately access the subject property.

Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.viii.
2. The proposed rezoning would result in development that can be served by all typically available, adequate and suitable public facilities for properties in the Town of Hilton Head Island due to the existing infrastructure on the site.

Summary of Facts and Conclusions of Law

Criteria 9: Is appropriate due to any changed or changing conditions in the affected area (LMO Section 16-2-103.C.3.a.ix):

Findings of Fact:

1. Within a half-mile of the subject property, there are several existing commercial retail and non-retail developments.
2. In the vicinity of the subject parcel, there are several residential developments and neighborhoods.
3. There is a demonstrated need for more housing on the Island.
4. As there are fewer long-term multifamily residences than single-family residences on the island, there is a demonstrated need for more diverse housing on the Island.
5. As existing commercial areas in the vicinity are vacant, in need of redevelopment,

or are being redeveloped, there is no demonstrated need for new commercial development in this area.

6. There are several new residential neighborhoods being developed on the Island, but they are mostly single-family attached or detached subdivisions, which does not provide diverse housing in terms of price and square footage.
7. HHCA is moving to Bluffton and completely vacating the existing school facility.

Conclusions of Law:

1. This application **meets the criteria** in LMO Section 16-2-103.C.3.a.ix.
2. The proposed zoning is appropriate due to the changing conditions in the affected area. Hilton Head Christian Academy is relocating and vacating the school facility.
3. The proposed multifamily residential use is appropriate for the area as it will offer a more diverse housing opportunity that meets a demonstrated need.

LMO Official Determination

The LMO Official determines that this application **is consistent 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 as determined by the LMO Official and enclosed herein.

The LMO Official recommends that the Planning Commission recommend **APPROVAL** of this application to Town Council with the following condition:

1. A Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines.

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

PREPARED BY:

TL

Taylor Ladd
Senior Planner

February 13, 2019

DATE

REVIEWED BY:

ND

Nicole Dixon, CFM
Development Review Administrator

February 13, 2019

DATE

REVIEWED BY:

TL

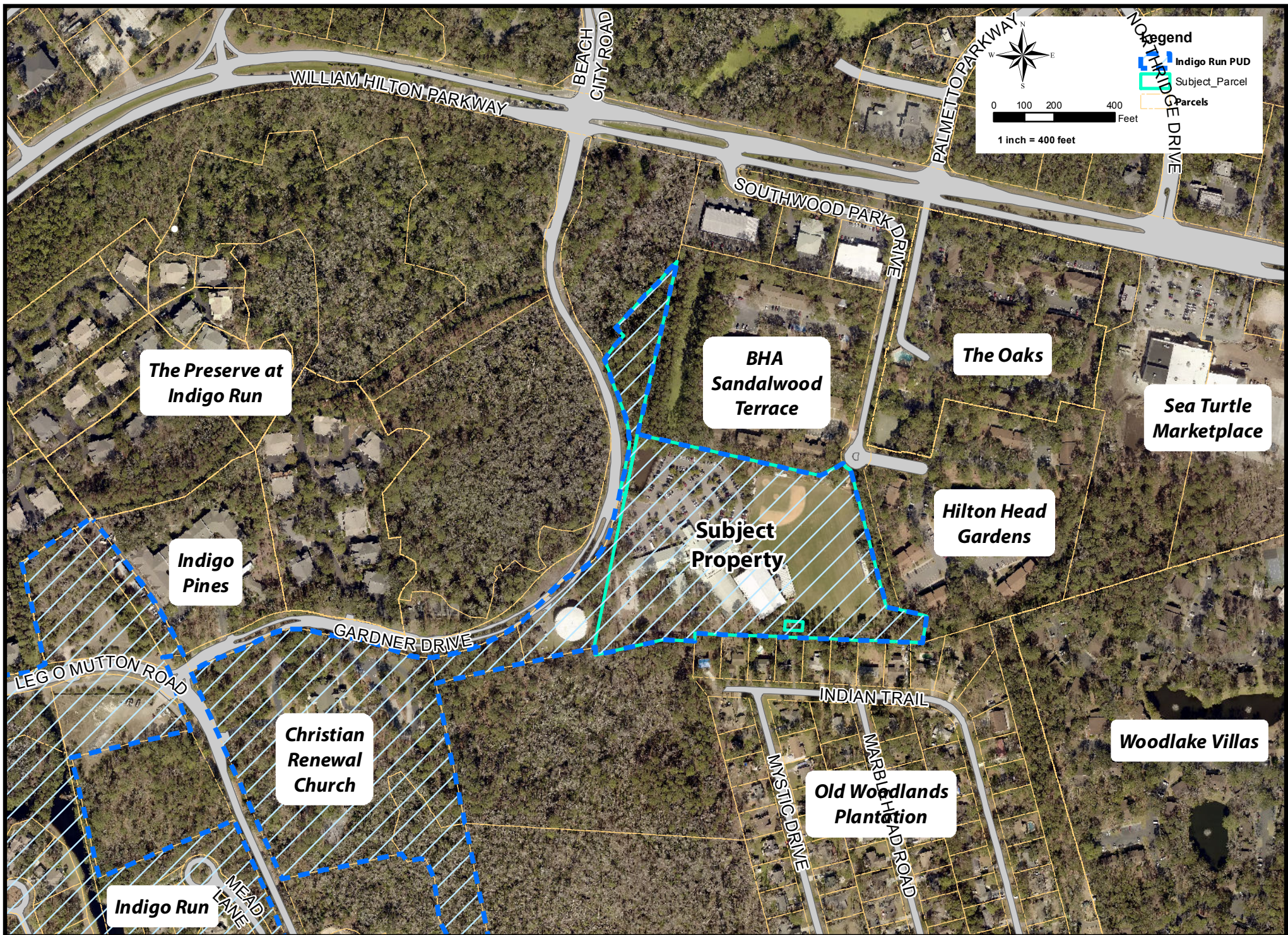
Teri Lewis, AICP
LMO Official

February 13, 2019

DATE

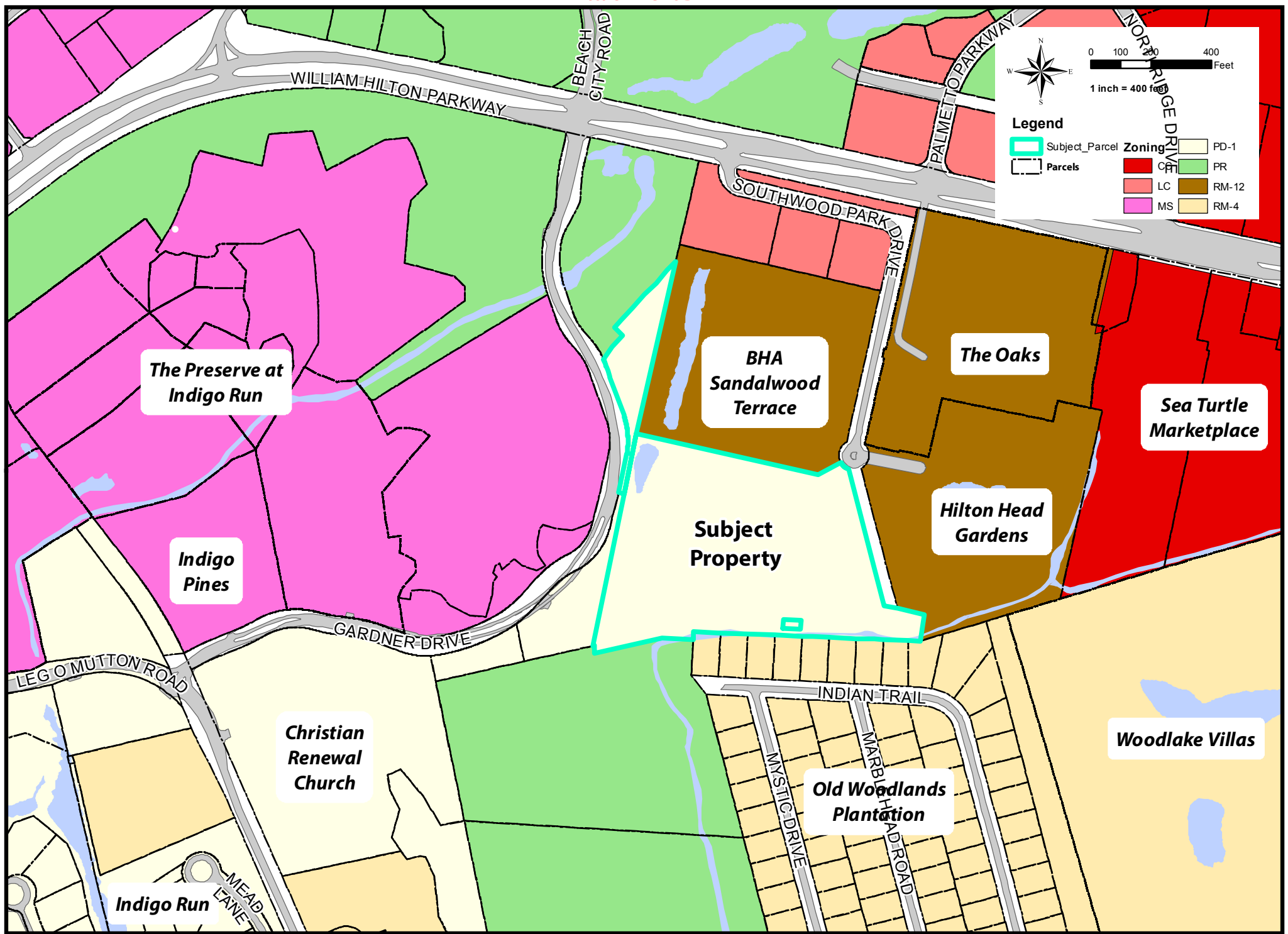
ATTACHMENTS:

- A) Vicinity Map
- B) Zoning Map
- C) LMO Use Table for PD-1
- D) Subject Property Aerial Imagery
- E) Boundary Survey
- F) Indigo Run PUD Master Plan circa 2000
- G) Current Indigo Run PUD Extents as of 2014 Zoning Map Adoption
- H) Applicant Narrative with Exhibits A through M-1
- I) Other Site Exhibits Provided by Applicant
- J) Setbacks and Buffers for Existing and Proposed Uses on the Subject Property
- K) LMO Table 16-5-103.F, Buffer Types



55 Gardner Drive and Vicinity

ZA-000097-2019



55 Gardner Drive Zoning

ZA-000097-2019

Attachment C

Town of Hilton Head Island Municipal Code

Title 16: Land Management Ordinance, Section 16-3-105.K

PD-1

Planned Development Mixed-Use District

1. Purpose

The purpose of the Planned Development Mixed-Use (PD-1) District is to recognize the existence within the Town of certain unique **Planned Unit Development s** (PUDs) that are greater than 250 acres in size. Generally, these PUDs have served to establish the special character of Hilton Head Island as a high quality resort and residential community. It is the intent in establishing this district to allow the continuation of well-planned **development** within these areas. In limited situations, some commercially planned portions of PUDs are placed within other base districts to more specifically define the types of commercial **uses** allowed.

2. Included PUDs and Master Plans

The following PUDs are included in the PD-1 District and their Town-approved Master Plans—including associated text and any subsequent amendments—are incorporated by reference as part of the **Official Zoning Map** and the text of this LMO. Amendments to these Master Plans and associated text shall be in accordance with Sec. 16-2-103.D, Planned Unit Development (PUD) District.

1 Hilton Head Plantation	6 Port Royal Plantation (and surrounds)
2 Indigo Run	7 Sea Pines Plantation
3 Long Cove Club	8 Shipyard Plantation
4 Palmetto Dunes Resort	9 Spanish Wells Plantation
5 Palmetto Hall Plantation	10 Wexford Plantation

3. Principal Uses Restricted by Master Plan

The Master Plans and associated text, as approved and amended by the Town, establish general permitted **uses** for the respective PUDs, except as may be modified by an **overlay zoning district** . Undesignated areas on these Master Plans shall be considered as **open space** .

The following **uses** are restricted to locations where a Town-approved Master Plan or associated text specifically states such **uses** are permitted. In addition, the **use** -specific conditions referenced below shall apply to any new such **use** or change to the site for any existing such **use** .

	USE-SPECIFIC CONDITIONS	MINIMUM NUMBER OF OFF-STREET PARKING SPACES
Public, Civic, Institutional, and Educational Uses		
Telecommunication Towers, Monopole	PC Sec. 16-4-102.B.2.e	1
Resort Accommodations		

Attachment C

Interval Occupancy	P		1 bedroom	1.4 per du
			2 bedrooms	1.7 per du
			3 or more bedrooms	2 per du
Commercial Recreation Uses				
Outdoor Commercial Recreation Uses Other than Water Parks	PC	Sec. 16-4-102.B.5.b	See Sec. 16-5-107.D.2	
Commercial Services				
Adult Entertainment Uses	SE	Sec. 16-4-102.B.7.a	1 per 100 GFA	
Animal Services	PC	Sec. 16-4-102.B.7.b	1 per 225 GFA	
Convenience Stores	PC	Sec. 16-4-102.B.7.d	1 per 200 GFA	
Liquor Stores	PC	Sec. 16-4-102.B.7.g	1 per 200 GFA	
Nightclubs or Bars	PC	Sec. 16-4-102.B.7.h	1 per 70 GFA	
Tattoo Facilities	PC	Sec. 16-4-102.B.7.k	1 per 200 GFA	
Vehicle Sales and Services				
Auto Rentals	PC	Sec. 16-4-102.B.8.a	See Sec. 16-5-107.D.2	
Auto Sales	P		See Sec. 16-5-107.D.2	
Gas Sales	PC	Sec. 16-4-102.B.8.d		
Towing Services or Truck and Trailer Rentals	P		1 per 200 GFA of office or waiting area	
Watercraft Sales, Rentals, or Services	PC	Sec. 16-4-102.B.8.e	1 per 200 GFA	
Other Uses				
Boat Ramps , Docking Facilities , and Marinas	PC	Sec. 16-4-102.B.10.a	1 per 200 GFA of enclosed floor space not used for storage + 1 per 3 wet slips + 1 per 5 dry storage slips	
4. Development Area Densities				
MAX. DENSITY (PER NET ACRE)		LOT COVERAGE		
Site specific densities shall not exceed the density limits established in approved Master Plans and associated text, except as may be modified by an overlay zoning district . Where the approved Master Plans and associated text do not establish a density limit, site specific densities shall not exceed 10,000 GFA per net acre .		Max. Impervious Cover in Areas without Restricted Access and Open to the Public	40% - Residential	
			65% - Nonresidential	
		Max. Impervious Cover in Areas with Restricted Access	Shall not cause overall impervious cover for the PUD in that PD-1 District to exceed 45%	

Attachment C

		Min. <i>Open Space</i> in Areas without Restricted <i>Access</i> and Open to the Public	50% - Residential 25% - Nonresidential
		Min. <i>Open Space</i> in Areas with Restricted <i>Access</i>	Shall not cause overall <i>open space</i> for the PUD in that PD-1 District to be less than 55%
		Min. <i>Open Space</i> for Major Residential <i>Subdivisions</i>	
MAX. BUILDING HEIGHT			
All <i>Development</i>	75 ft		
USE AND OTHER DEVELOPMENT STANDARDS			
See Chapter 16-4: Use Standards, Chapter 16-5: Development and Design Standards, and Chapter 16-6: Natural Resource Protection.			
TABLE NOTES:			
P = Permitted by Right; PC = Permitted Subject to Use-Specific Conditions; SE = Allowed as a Special Exception; du = <i>dwelling units</i> ; sf = square feet; GFA = <i>gross floor area</i> in square feet; ft = feet; n/a = not applicable			



55 Gardner Road 2017 Aerial Image

ZA-000097-2019



55 Gardner Road 2017 Aerial Image View North

ZA-000097-2019



55 Gardner Road 2017 Aerial Image View South

02/14/2017

ZA-000097-2019



55 Gardner Road 2017 Aerial Image View East

ZA-00097-2019

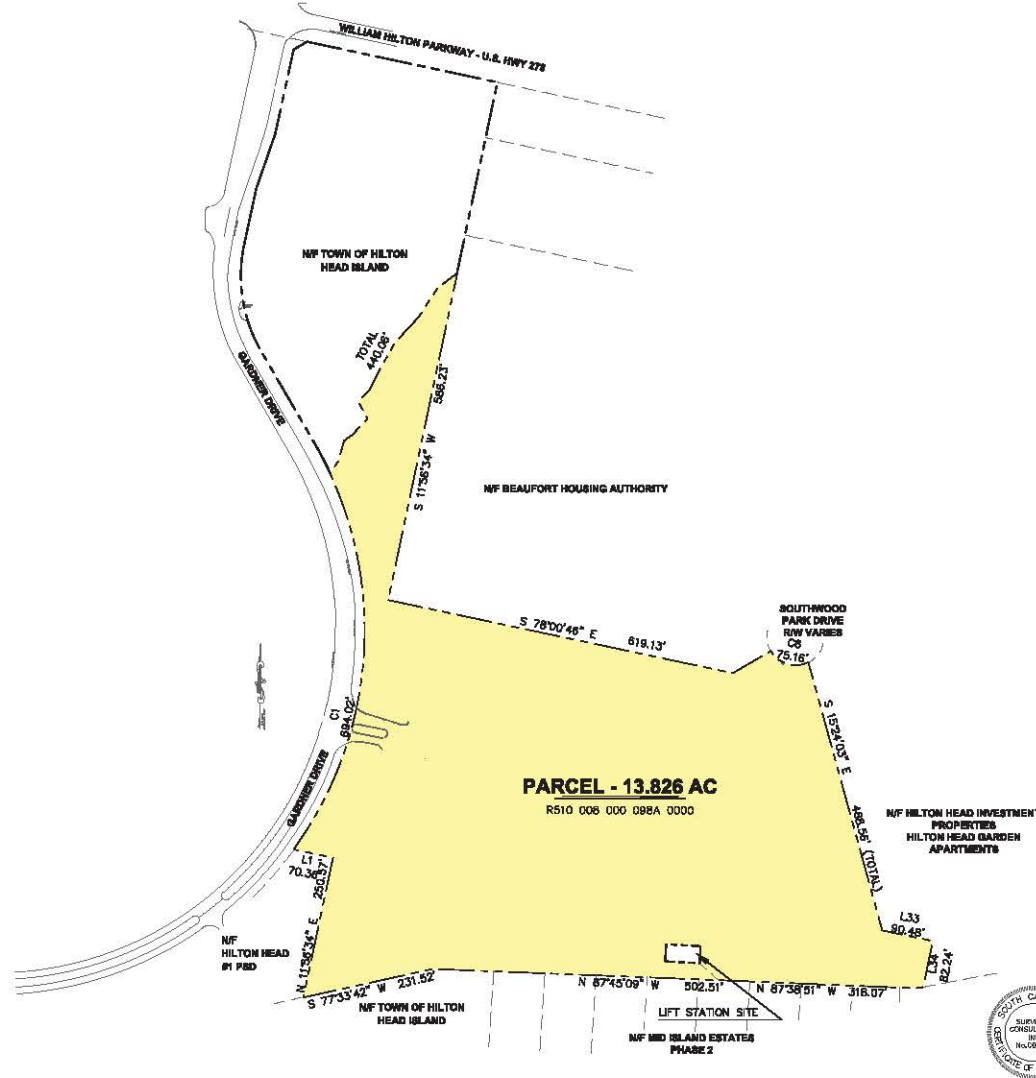
02/14/2017



55 Gardner Road 2017 Aerial Image View West

ZA-000097-2019

Attachment E -



ASBUILT, BOUNDARY,
TREE & TOPOGRAPHIC
SURVEY OF
PARCELS A & B
HILTON HEAD CHRISTIAN ACADEMY
GARDNER DRIVE &
WILLIAM HILTON PARKWAY

A SECTION OF
HONEY HORN PLANTATION &
PARCEL II, INDIGO RUN PLANTATION
HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 80'
DATE: 12/8/2008
JOB NO: 080480
REVISED 03/09/2007: ADDITIONAL TREE AND TOPD INFO ADDED
REVISED 03/24/2008: LIMITED SURVEY

SURVEYING CONSULTANTS

171 Charleston Drive, Suite C, Beaufort, SC 29906
87 Telephone (843) 855-3004 FAX (843) 845-3555
64 Telephone (853) 888-8775 FAX (304) 438-2783

REGISTERED PROFESSIONAL SURVEYOR
SOUTH CAROLINA
10059
LEWIS & HATCHER

Project No: 01-18055 | Date: 01-18-19 | Scale: 1" = 100'-00" | Page Title: BOUNDARY SURVEY



Spandrel Multifamily (Former HHCA Site) **Wood+Partners Inc. WPI**
Hilton Head Island, SC
Landscape Architects
Land Planners

Documents is preliminary and subject to change.
2213 Wood+Partners Dr., 71 Ladysmith Place, 110m. Hilton Head Island, SC 29928 Tel: 843-681-4618 Fax: 843-681-7066, www.woodpartners.com

P.O. Box 25940 # 13th Fl Hilton Head Island, SC 29925
843.681.8783 # Fax 843.681.7066 # www.woodpartners.com

Attachment F -

Indigo Run Master Plan

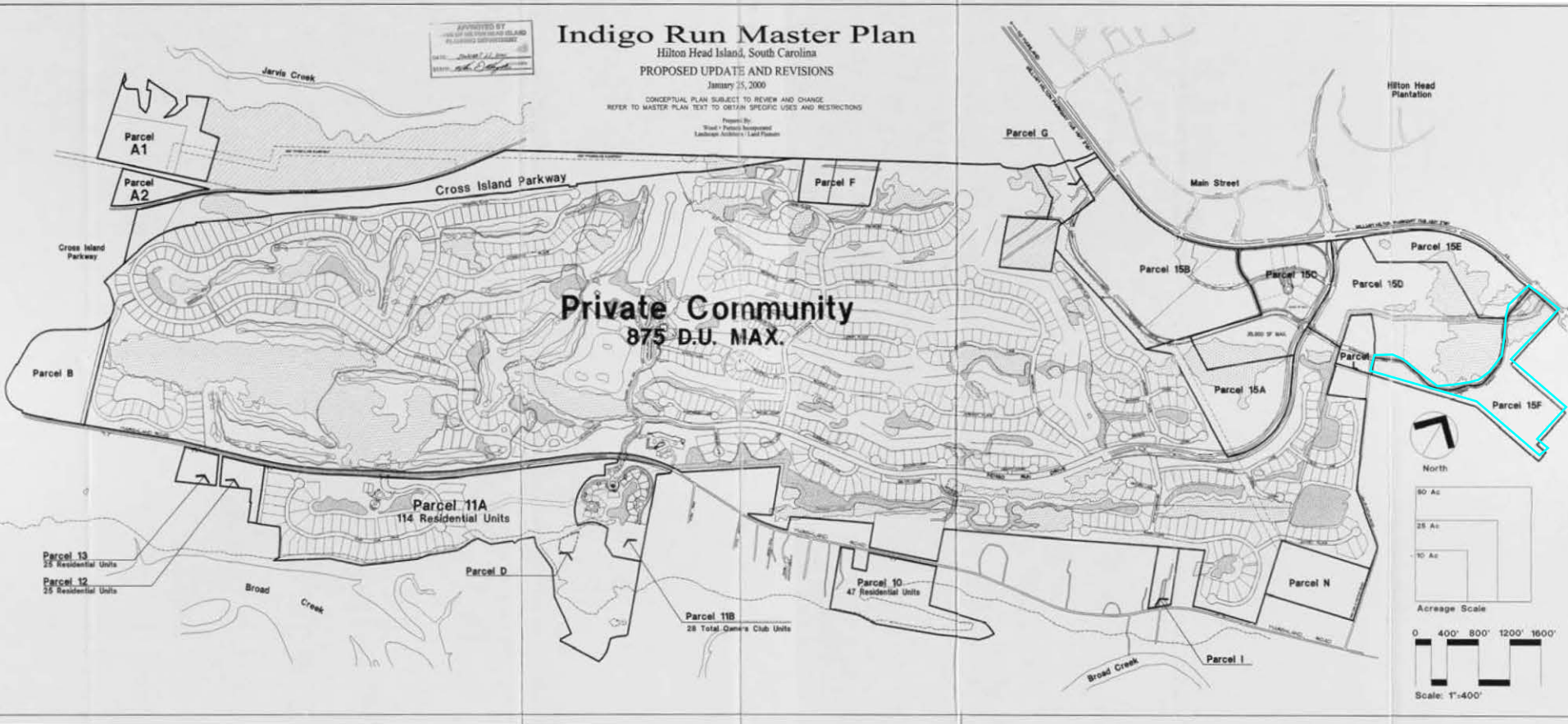
Hilton Head Island, South Carolina
PROPOSED UPDATE AND REVISIONS
January 15, 2000

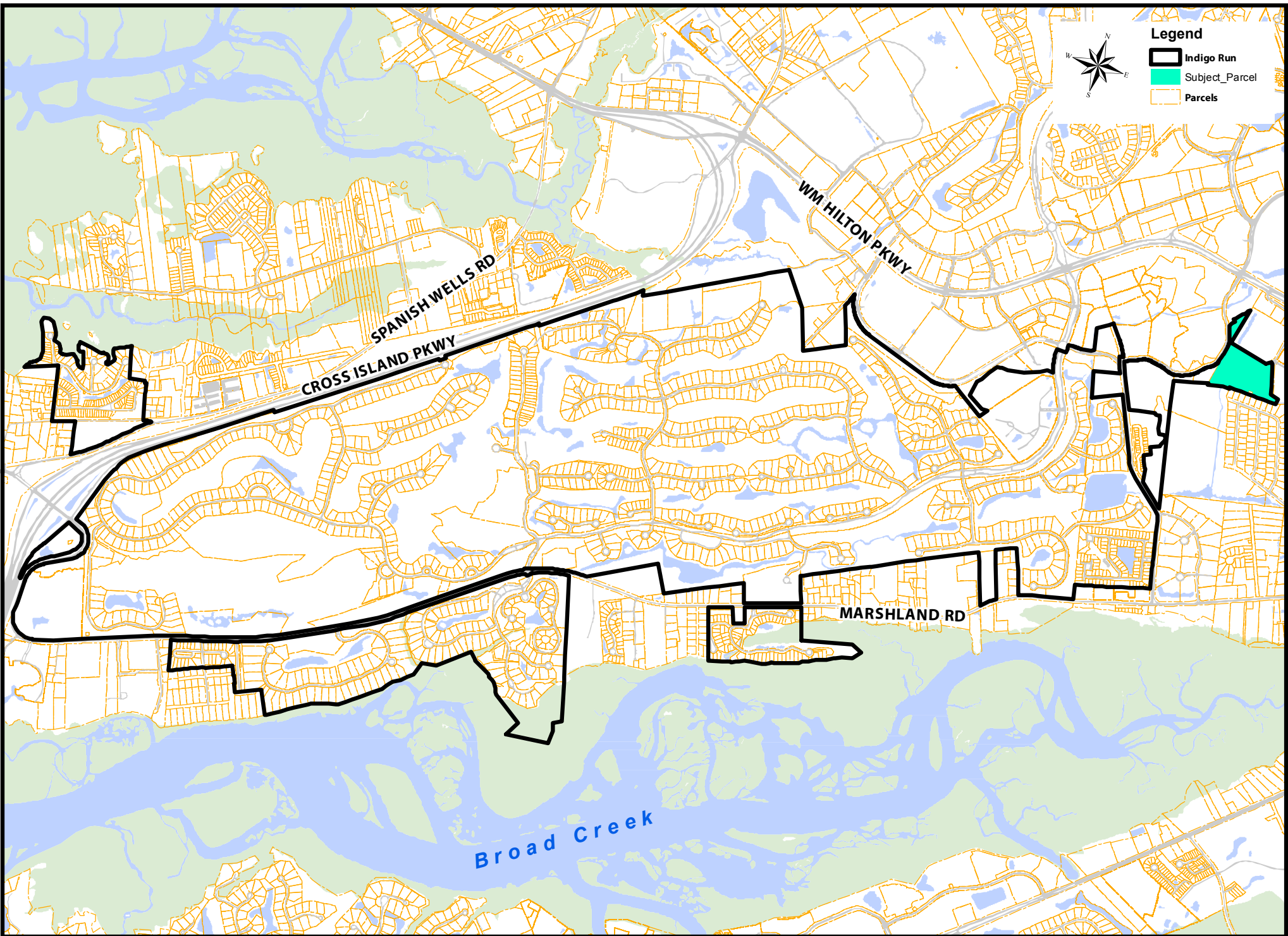
CONCEPTUAL PLAN SUBJECT TO REVIEW AND CHANGE
REFER TO MASTER PLAN TEXT TO OBTAIN SPECIFIC USES AND RESTRICTIONS

Prepared By:
Black & Veatch Incorporated
Landscape Architects / Land Planners

APPROVED BY
HILTON HEAD ISLAND
PLANNING DEPARTMENT
DATE: *January 15, 2000*
BY: *[Signature]*

Private Community 875 D.U. MAX.





Attachment H

STATE OF SOUTH CAROLINA)	BEFORE THE PLANNING COMMISSION
)	OF THE
)	TOWN OF HILTON HEAD ISLAND, SC
COUNTY OF BEAUFORT)	IN RE: ZA-000097-2019

**NARRATIVE SUPPLEMENT
TO
THE APPLICATION FOR ZONING MAP AMENDMENT
BY
SPANDREL DEVELOPMENT PARTNERS, LLC
REGARDING
55 GARDNER ROAD, HILTON HEAD ISLAND, SC**

This Narrative Supplement is submitted with and is to be incorporated in and comprise a part of the Application for Zoning Map Amendment (the “**Application**”) of Spandrel Development Partners, LLC (the “**Applicant**”). This Narrative is submitted to the Planning Commission and the Town Council of the Town of Hilton Head Island, South Carolina (the “**Town**”) to describe the reasons for the Application and how the Application meets the criteria of Section 16-2-103.C.3 of the Town’s Land Management Ordinance (the “**LMO**”) as required by Section 16-2-103.C. of the LMO.

I. INTRODUCTION.

A. PROPERTY DESCRIPTION.

The owner of the property which is the subject of this Application is the Hilton Head Christian Academy (the “**Owner**”). The real property that is the subject of this Application consists of: (i) that certain 12.16 acre parcel of real property, more or less, with improvements located thereon, known as “Parcel A” shown and depicted on that certain plat of survey entitled “Boundary Recombination Survey of Parcels A & B, Hilton Head Christian Academy, Gardner Drive & William Hilton Parkway, Revised Parcel B, Gardner Drive and William Hilton Parkway”, dated May 22, 2006, prepared by Surveying Consultants, Terry B. Hatchel, SCRLS #11059 and recorded in the ROD in **Plat Book 115 at Page 192**; (ii) that certain 0.193 acre parcel of real property, more or less, with improvements located thereon shown and depicted on that certain plat of survey entitled “Boundary Recombination Plat of 0.193 Acres, Gardner Drive”, dated June 9, 2009, prepared by Surveying Consultants, Terry B. Hatchel, SCRLS #11059 and recorded in the ROD in **Plat Book 128 at Page 79**, and (iii) that certain 1.473 acre parcel, more or less, with improvements thereon known as “Revised Parcel B” shown and depicted on that certain plat of survey entitled

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“Boundary Recombination Survey of Revised Parcel B, Gardner Drive and William Hilton Parkway”, dated June 10, 2009, prepared by Surveying Consultants, Terry B. Hatchel, SCRLS #11059 and recorded in the ROD in **Plat Book 128 at Page 102**, which real property is designated in the Beaufort County property tax records as: TMS District 510, Map 8, Parcel 98A, (collectively the “**Property**”)¹. The Applicant submits this Application requesting the approval of an amendment to the Town’s official zoning map described in Section 16-2-103.C of the LMO, in order to change the allowed use and density authorized under the base zoning district applicable to the Property².

B. BACKGROUND.

The Owner acquired the Property pursuant to a deeds dated January 3, 1989, September 30, 1998 and June 12, 2009 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina (the “**ROD**”) in **Book 521 at Page 2073** (12.16 acres), **Book 2739 at Page 10** (6.22 acres identified as Parcel II on Plat recoded in the ROD in **Plat Book 54 at Page 187**) and **Book 2857 at Page 956** (0.193 Acres), respectively.³ Parcel II was also identified on a survey entitled “Boundary Recombination Survey of Parcels A & B, Hilton Head Christian Academy, Gardner Drive and William Hilton Parkway” dated May 22, 2006, prepared by Surveying Consultants, Terry B. Hatchel, SCRLS #11059 and recorded in the ROD in **Plat Book 115 at Page 192**. This survey reconfigured Parcel II by creating a new boundary line and contained a note thereon that appears to reserve density of 4.807 acres for future development of the Property (the “**Density Reservation**”).⁴ A 4.747 acre portion of Parcel II was subsequently sold to the Town which subsequently constructed sidewalks and other public improvements thereon.

The Property is the current campus for the Hilton Head Christian Academy (“**HHCA**”), a school serving Pre-K through 12th grade, such use is included in the general use category of “*Public, Civic, Institutional, and Education Use*”⁵. HHCA has acquired a parcel of real property on the Buckwalter Parkway in the Town of Bluffton and has permitted, engineered, designed and planned the

¹ A combined acreage of 13.826 acres, more or less.

² Planned Development Mixed Use District (PD-1) Indigo Run PD-1. See Zoning Confirmation Letter dated January 17, 2019 attached hereto as Exhibit “A” and made a part hereof.

³ See copy of deeds, attached hereto as Exhibit “B”, Exhibit “B-1”, and Exhibit “B-2” and made a part hereof.

⁴ See copy of survey, attached hereto as Exhibit “C” and made a part hereof.

⁵ See Section 16-10-103.B.2. of the LMO.

Attachment H

construction of a new campus at that site (the “**HHCA Bluffton Campus**”)⁶. The Applicant has contracted to purchase the Property from HHCA contingent upon the approval of this ZMA and successful permitting for the Intended Use. Funding for the construction of the HHCA Bluffton Campus in large part is from the purchase price to be paid for the Property.⁷

The Property is accessed via a 60’ wide public right of way owned by Beaufort County, South Carolina known as “**Gardner Drive**”⁸ a “minor arterial street”⁹ The Property is bounded to the north by a 10 acre parcel of improved real property owned by the Beaufort Housing Authority containing 13 multifamily apartment buildings and associated parking and improvements. The Property is bounded to the northeast by a 10.3 acre parcel of improved real property owned by the Barnett Group, Inc., known as the Oaks Horizontal Property Regime, consisting of 15 multifamily buildings. The Property is bounded to the east by a 10 acre parcel of improved real property owned by Hilton Head Investment Property, known as Hilton Head Gardens, consisting of 9 multifamily buildings. The Property is bounded to the south by the Mid-Island Subdivision with lots backing up to the Property along Indian Trail.¹⁰

The Property, together with the Beaufort Housing Authority parcel, the Oaks HPR parcel and the Hilton Head Gardens apartment property were a part of a larger 50 acre tract of land subdivided by the Hilton Head Company in 1972 and when sold made subject to deed restriction limiting the use to “semi-residential purposes only” which is defined in said deed restriction as “buildings in the nature of multiple-unit apartment houses, condominium units, and any accompanying facilities, such as swimming pools...”¹¹ The rights of the Hilton Head Company as “declarant” under these deed restrictions relative to the Property were conveyed to and are held by the Owner.¹²

⁶ See copy of deed, attached hereto as Exhibit “D” and made a part hereof and Bluffton Campus master plan attached hereto as Exhibit “E” and made a part hereof.

⁷ See copy of letter from the Board of Directors for the HHCA attached hereto as Exhibit “F” and made a part hereof.

⁸ See print out from Beaufort County Assessor’s on line records dated 1-14-2019 attached hereto as Exhibit “G”.

⁹ See Section 16-5-105.B. of the LMO - “Street Hierarchy”.

¹⁰ See Aerial Photo of Property, attached hereto as Exhibit “H”.

¹¹ See Deed recorded in ROD in Book 207 Page 839 attached hereto as Exhibit “I” and made a part hereof.

¹² See Assignment of Rights recorded in ROD in Book 521 Page 2090 attached hereto as Exhibit “J” and made a part hereof.

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Section 16-3-105.O of the LMO describes the PD-1 zoning district, the stated purpose of which is to recognize the existence within the Town of certain unique planned unit developments (“**PUDs**”) of greater than 250 acres in size. This section of the LMO provides that the PD-1 zoning district “serves to establish the special character of Hilton Head Island as a high quality resort and residential community” the intent of the PD-1 zoning district is to allow the “continuation of well planned development”¹³. The approved uses of the Property and its associated density are limited and are related to a need that is not viable nor desired.

The Applicant has four apartments projects in the downtown historic district in Charlestown and another on Bay Street in downtown Savannah. All are quality residential apartment developments and the Applicant proposes that the Project will be the same. All the Applicant’s southeast apartment development projects are privately funded and typically held for investment once completed.

II. PROPOSAL AND REQUEST.

A. PROPOSED REDEVELOPMENT PROJECT.

The Applicant proposes to redevelop the Property into a high quality, aesthetically-pleasing multi-family apartment community consisting of 300 residential apartments and associated parking and infrastructure and amenities (the “**Project**”). The Project proposes development of a mix of apartments from studio apartments of approximately 500 square feet through and up to 3 bedroom apartments of approximately 1800 square feet. An array of six buildings are anticipated but the final site design and layout has yet to be fully designed. Amenities proposed may include a pool, outdoor seating and recreation areas, a clubhouse and fitness center, outdoor tennis and pickle ball courts as well as barbecue areas and fire pits. Approximately 60 apartments will have closed door garage spacing under and behind those buildings with garage parking. While the Indigo Run PD-1 District has a maximum height of 75 feet, the Project proposes a reduction in height with a maximum height of 55 feet.

The Applicant proposes, as a condition of the Zoning Map Amendment, that the Project be restricted by prohibiting short term rentals. For the purpose of the Application, short term rental is intended to be a rental term of less than three months without the prior approval of the Town.

¹³ See Section 16-3-105.K of the LMO.

B. PROPOSED DENSITY AND USE.

The current density of the Property is and consists of approximately 16,424 square feet of classroom buildings and 28,996 square feet of gymnasiums and associated infrastructure together with sports and athletic fields, bleachers and facilities for a total institutional density of 45,420 square feet. The facilities and improvements existing on the Property were designed for Educational use. The Property is identified as Parcel 15-F of the Indigo Run PD-1 zoning district with existing designated uses being Commercial, with density not to exceed 10,000 square feet per net acre for retail, or 20,000 square feet for non-retail which yields 138,260 square feet for retail and 276,520 square feet for non-retail commercial use, respectively. Allowed uses also include Institutional, not to exceed 10,000 square feet per net acre and Public Recreation use.¹⁴ This Application seeks to change the approved use and density for the Property by deleting the Commercial uses and density and allow residential multifamily¹⁵ use with density for 300 residential apartments or Institutional use with density not to exceed 10,000 square feet per net acre. The Property consists of 13.83 acres. Even if the Density Reservation is not applied, the proposed density is 21 units per acre which is less than the two most recent zoning map amendments in Town PD-1 Districts.

The Applicant's proposed residential multifamily density is similar to the zoning map amendment to the Palmetto Dunes PD-1 for the redevelopment of Shelter Cove Towne Center. In 2015 the Town approved a zoning map amendment for the Palmetto Dunes PD-1 District¹⁶ to provide for, among other matters, 300,000 square feet of commercial density and two apartment buildings. The first apartment building (East #1), which is completed, consists of 136 apartments on a 4.97 acre parcel for a density count of 27.4 units per acre. The second apartment building (East #2), currently under construction, was approved for 104 apartments on a 4.44 acre parcel for a density count of 23.4 units per acre.

The residential density requested for the Project is well below the comparable Shelter Cove Towne Center residential density count. Furthermore, if the density reserved in the Density Reservation is added the acreage for the density calculation would be 18.637 acres (13.83 + 4.807 = 18.637)

¹⁴ See Indigo Run Master Plan revised January 25, 2000 attached hereto as Exhibit "K" and made a part hereof and Town Ordinance No. 2000-01, Chart I, Definitions, attached hereto as Exhibit "K-1" and made a part hereof

¹⁵ See Section 16-10-103.A.2. of the LMO.

¹⁶ ZMA – 001190-2015.

resulting in residential density count of just over 16 residential units per acre. In any event, the proposed density is less than that of the apartments approved in the analogous Shelter Cove Towne Center redevelopment.

III. REZONING CRITERIA.

A. In Accordance with the Comprehensive Plan.

Natural Resources Vision. *The Natural Resources vision of the Comprehensive Plan instructs the Town to protect Hilton Head Island’s diverse natural resources, which are pivotal to the economic well-being of the community and the high quality of life on Hilton Head Island.¹⁷*

The Applicant is seeking to amend the Indigo Run PD-1 District by changing the permissible use for the Property by adding “Multifamily” (as that term is defined in the LMO) and corresponding density of 300 residential units necessary to make such change in use successful. Once the rezoning is approved, the Applicant proposes the complete redevelopment of the Property as described in the Application. The existing development on the Property is non-conforming in a number of areas related to the *Natural Resources Vision of the Comprehensive Plan*, including storm water treatment, landscaping areas and trees. The proposed redevelopment contemplates removal of the existing buildings, pavement, and other structures on the Property. The redevelopment of the Property proposed by the Applicant also contemplates a number of improvements, which improvements are consistent with the goals and implementation strategies described in the *Natural Resources Vision of the Comprehensive Plan*.

The Applicant’s proposed redevelopment contemplates that it will meet or exceed all current storm water and site development requirements of the LMO and Town Building Codes and ordinances. There are not additional variances or requests from applicable development codes or standards in this Application or anticipated for the Project.

¹⁷ See July 18, 2017 Comprehensive Plan, Page 21.

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Furthermore, the Property is largely devoid of any significant vegetation other than grass playing fields. The Applicant's Project proposes to landscape the Property with the installation of trees and other landscape materials, including a new upgraded irrigation system, which reduces the heat effect of the site and also furthers the goals described in the *Natural Resources Vision of the Comprehensive Plan*.

Moreover, the existing and historic use of the Property as a school creates significant traffic on U.S. Highway 278, the bridges to Hilton Head Island, and Gardner Drive. A large portion of the school students commute from the mainland. The Applicant has commissioned a traffic analysis which will be submitted as soon as it is received. It is anticipated that the traffic study shall show that the amount and timing of the traffic patterns produced by a multifamily use will be greatly improved as compared to the current traffic flow produced by the school use. That use produced morning, afternoon or event specific high volumes of traffic which will cease. The residential multifamily use produces a greatly reduced volume spread out over the course of the day.

Furthermore, the Project provides new and different housing type and stock which, as evidenced by the success of the Shelter Cove Towne Center Project is in great demand. Providing opportunity for housing in the Town within reach of middle income wage earners results in a significant reduction in the volume of motor vehicle traffic entering and impacting Hilton Head Island as many of those commuters have the opportunity to work and live in the Town. The Property is approximately 3/4 of a mile to the Hilton Head Hospital campus. The project proposes the opportunity for quality housing for many of the nearly 1000 employees of the hospital.¹⁸

Furthermore, the Project supports the goal of the Natural Resources Vision to promote sustainable development. Sustainable development "is development that meets the needs of the present without compromising the ability of future

¹⁸ See letter from Jeremy Clarke, CEO of the Hilton Head Hospital, attached hereto as Exhibit "L" and made a part hereof.

Attachment H

generations to meet their own needs.¹⁹ The mix of housing types proposed in the Project support this goal as it provides housing for young workers and families just starting a career or work in the Town as well as empty-nesters who have reached a point in their lives where they desire to reduce the maintenance and upkeep responsibilities of home ownership and enjoy the freedom and flexibility provided by apartment living in a quality residential setting.

The Project contemplates a complete redevelopment of the Property, in order to create an economically viable use of an existing site that has already been developed and improved. The Project reduces traffic impacts, will increase the amount of landscaped areas and trees, and promotes sustainable development and the proposed change in use is therefore consistent with the *Natural Resources Vision of the Comprehensive Plan*.

2. **Population Vision.** *The Population Vision of the Comprehensive Plan seeks to maintain a diverse population in the Town of Hilton Head Island, which is given the opportunity to be well-educated, financially secure and enjoy a high quality of life.*²⁰

The change in use proposed by the Applicant is consistent with the *Population Vision of the Comprehensive Plan* as it provides additional residential mix of housing facilities and serves to support the existing and future population of the Town as it ages as well as provides opportunities for young people to live in the Town rather than live on the mainland and commute to the Town.²¹

As more particularly detailed and described in Part 4.3 of the *Population Vision of the Comprehensive Plan*, the data compiled by the Town supports the general perception that although the Town's population includes all age groups, the Town has a higher than average percentage of older adults and retirees, and its population has grown progressively older from 1975 to 2010.²²

¹⁹ See July 18, 2017 Comprehensive Plan, Page 28.

²⁰ See July 18, 2017 Comprehensive Plan, Page 35.

²¹ See July 18, 2017 Comprehensive Plan, Page 42.

²² See Section 4.3: "Age Distribution", Page 40 of the July 18 2017 Comprehensive Plan.

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Furthermore, the Project directly supports the *Population Vision of the Comprehensive Plan*'s stated concern and recommendation that “[p]rovisions that allow for aging in place should be considered, especially as the population percentage of people over the age of 65 in the Town continues to grow. These include additional medical and health care services, transportation, and mobility and access to appropriate services.”²³ The Project proposes the development of a “next step” in the aging process for our citizens. As Town citizens age many have less need or desire for a single family residence. The Project provides the opportunity for a safe, quality apartment in the Town where others are responsible for maintenance, repair and upkeep and the residents have the ability to come and go as they please.

Furthermore, the *Population Vision of the Comprehensive Plan* notes that population projections for the Town are estimated to be between 3.3% and 1% per year. Accordingly, as the existing planned unit developments approach build out, other property in the Town needs quality projects to be developed or redeveloped with density to support the increases in population.²⁴

Section 4.3 of the *Population Vision of the Comprehensive Plan* provides “[a]vailable and current data demonstrate that the population of the Town of Hilton Head Island has progressively grown older over the time span from 1975 to 2010 (Table 4.7, Age Distribution: 2010 Town, County, and State). During this period of rapid population growth, the Town has decreased steadily in the percentage of the population which is under 25 (down 17.4% between 1975 and 2010), while increasing in most categories above the 25 to 44 year old range. The greatest share increase of one age category has been the increase in the 65 and older category from 9.9% in 1975 to 28.9% in 2010. These changes in the age composition of the population should not be viewed in terms of a declining number of young people on the Island. The data simply indicate that as the total permanent population of the Town has grown at a fast rate over the time span from 1975 to 2010, the

²³ See Section 4.3: “Implications for the Comprehensive Plan”, Page 40 of the July 3, 2012 Comprehensive Plan.

²⁴ See Section 4.2: “Population Projections” July 18, 2017 Comprehensive Plan.

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percentage share of that population growth in the older age groups has increased. This means that these age groups are growing at a faster rate than younger age groups. A combination of the continued influx of retirees to Hilton Head Island and the national trend of the aging baby-boomer population has contributed to this trend.²⁵ However, the lack of affordable quality housing in the Town contributes to the decision by many younger adults to live on the mainland and commute to the Town for work. The Project proposes development of a quality apartment project located within walking or biking distance to many business including the Hilton Head Hospital campus, Main Street and Indigo Run commercial areas as well as the public school campus. The Project thereby supports the *Population Vision of the Comprehensive Plan*, as it provides housing opportunities for young adults who work and desire to live on Hilton Head.

The Project requires new residential density but is supportive of the *Population Vision of the Comprehensive Plan*, as it provides opportunities for enhanced quality of life and facilities that allow enable existing residents the opportunity to remain on Hilton Head Island and age in place and for new residents. The proposed change in use is therefore consistent with the *Population Vision of the Comprehensive Plan*.

3. **Housing Vision.** *The Housing Vision of the Comprehensive Plan seeks to promote and facilitate entrepreneurial housing initiatives that will result in the development of diverse housing types for all income levels on Hilton Head Island and to support affordable housing initiatives to supplement housing on Hilton Head Island.*²⁶

The Applicant's proposed use of the Property implicates the *Housing Vision of the Comprehensive Plan*. Part 5 of the *Housing Vision of the Comprehensive Plan* states that the "ultimate goal of planning for housing activities and programs on the Island is to increase housing opportunities that meet the needs of existing and

²⁵ See Section 4.3: "Age Distribution", Page 40 of the July 18 2017 Comprehensive Plan.

²⁶ See July 3, 2012 Comprehensive Plan, Page 50.

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future populations as well as attract new investment to the community”.²⁷ The Applicant’s proposed use provides additional multifamily housing opportunities to address the decline in the number of multifamily housing units as compared to single family housing for the Town and its residents.²⁸ Implications for the Comprehensive Plan include the concept that while an increase in the total number of housing units contributes to the economic tax base for the Town, both the quantity as well as quality of the housing stock is maintained to sustain the current and future population and overall property values. As the amount of available land declines for new development, a diverse and high quality stock of housing opportunities must be maintained. The availability of various housing types is important for the viability of the housing market to accommodate the diverse needs of the Island’s population.²⁹

The use proposed by the Applicant provides the availability of additional housing opportunities for Hilton Head Island’s residents. The proposed change in use is therefore consistent with the *Housing Vision of the Comprehensive Plan*.

4. **Community Facilities Vision.** *The Community Facilities Vision of the Comprehensive Plan encourages the Town to provide facilities for the residents and visitors of Hilton Head Island, which are maintained at the highest levels of service and efficiency consistent with facilities of a world class community.*³⁰

The Comprehensive Plan defines “Community Facilities” as “major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreation, and health systems and facilities”.³¹ The approval of this Application supports the Town’s Community Facilities and the vision related thereto in the Comprehensive Plan.

²⁷ See Part 5: “Housing”, “Introduction”, Page 52 of the July 18, 2017 Comprehensive Plan.

²⁸ See “Housing Types and Forms”, Page 54 of the July 18, 2017 Comprehensive Plan.

²⁹ See Section 5.2: “Implications for the Comprehensive Plan”, Page 56 of the July 18, 2017 Comprehensive Plan.

³⁰ See July 3, 2012 Comprehensive Plan, Page 62.

³¹ See Part 6, “Introduction”, Page 60 of the July 18, 2017 Comprehensive Plan.

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The infrastructure for the use proposed in the Application, including roadways, sanitary sewer, solid waste, potable water, electricity, telephone and cable, is already in place, and shall continue to serve the Property. Storm water drainage systems shall be redeveloped and improved as part of the Project. The Project will be served by Hilton Head Island Public Service District #1 and Palmetto Electric Cooperative.³² The Applicant's proposed change in use supports and is consistent with the *Community Facilities Vision of the Comprehensive Plan*, as by providing additional housing opportunities, it reduces the volume of motor vehicle traffic entering and impacting the Town, thereby reducing the burden on the transportation network and road infrastructure.

5. **Economic Development Vision.** *The Economic Development Vision of the Comprehensive Plan seeks to define, foster and enhance the economic environment that sustains Hilton Head Island's unique way of life.*³³

The Project proposes the development of a high quality multi-family apartment living facilities, which provide significant economic benefits to the Town. The current approved use is not economically viable as the facility is no longer desired and may soon be vacant. The Applicant's proposed change in use provides the Town's residents with an additional mix of housing opportunities for both young adults and older residents seeking the opportunity to live in a quality low maintenance apartment on the Island. The Applicant is an experienced high quality apartment developer with solid financial resources. The Project when complete will be well managed and maintained as a successful business enterprise which contributes to a stable tax base, has little impact on the Town's Community Facilities, and is therefore consistent with the *Economic Development Vision of the Comprehensive Plan*.

6. **Land Use Vision.** *The Land Use Vision of the Comprehensive Plan seeks to ensure a high quality of life by planning for population growth, public*

³² See "will serve letters" from of HHI PSD #1 and Palmetto Electric Cooperative attached hereto as Exhibit "M" and Exhibit "M-1" and made a part hereof.

³³ See July 18, 2017 Comprehensive Plan, Page 91.

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*and private development and redevelopment, and the proper distribution, location and intensity of land uses with adequate levels of services, while maintaining and protecting the natural resources, residential neighborhoods and the overall character of the Town.*³⁴

Rather than manage growth, the *Land Use Vision of the Comprehensive Plan* provides that “future policies should focus more on redevelopment strategies and should consider creative alternatives to traditional zoning classifications and regulations.”³⁵ The Applicant’s proposed change in use is a creative way to transform the Property from the current use and purposes for which it was designed and constructed which are no longer needed or desired, and therefore cause the Property to likely be considered not economically viable, to a use that would make private redevelopment of the Property a viable option. The Applicant’s proposed use for the Property is supported by the existing infrastructure on the Property and within the Town. The Property, while subject to a base zoning of PD-1, is not “behind the gates” of a PUD and is accessible by the public.

Furthermore, the Property has direct access to a minor arterial street and is adjacent to the north and east by three multi-family apartment developments. The existing density and allowed uses are not desired and opportunities for quality redevelopment for any of those uses are very unlikely. The proposed redevelopment represents quality planning and appropriate density and use, and proposes the redevelopment of existing development. The Applicant’s proposed change in use proposes a complete redevelopment of the Property, but shall not adversely impact or burden the natural environment and infrastructure, and is therefore consistent with the *Land Use Vision of the Comprehensive Plan*.³⁶

7. **Transportation Vision.** *The Transportation Vision of the Comprehensive Plan seeks to provide a safe, efficient, environmentally sound, aesthetically sensitive, and fiscally responsible transportation system*

³⁴ See July 18, 2017 Comprehensive Plan, Page 102.

³⁵ See July 18, 2017 Comprehensive Plan, Page 102.

³⁶ See Goals and Implementation Strategies, Section 8.11, Page 111.

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*which is integrated into the regional network to enhance quality of life for those living in, employed in, and visiting Hilton Head Island.*³⁷

The Applicant's proposed use is consistent with and supports the *Transportation Vision of the Comprehensive Plan*. The existing use as a school campus from Pre-K the 12th grade is anticipated to contribute a higher volume of motor vehicle traffic on the roadway and transportation infrastructure of the Town and U.S. Highway 278, including the bridges to Hilton Head Island. Under the use proposed, traffic to and from the Property would not load as is currently the case a school. Rather, the multifamily residential apartment use is anticipated to produce a consistent but much lower volume of traffic. The Applicant is seeking residential density; however, the proposed change in use is anticipated to reduce the volume of motor vehicle traffic to and from the Property, as available in its current use and configuration. Furthermore, the Property is accessed via a minor arterial street and is supported by the existing roadway and transportation infrastructure. The change in use proposed by the Applicant has a significant positive impact on the Town's transportation system through reduction of traffic, and is therefore consistent with the *Transportation Vision of the Comprehensive Plan*.

8. **Recreation Vision.** *The Recreation Vision of the Comprehensive Plan seeks to enrich the quality of life for residents and visitors by providing diverse recreational facilities and programs which respond to changing needs of the population.*³⁸

The *Recreation Vision of the Comprehensive Plan* seeks to foster use and development of recreational facilities and programs, through both the Town's efforts and also through public and private recreational organizations. Such organizations promote leisure programs and activities as well as promote the rich cultural and natural resources of the Town. The Applicant's proposed change in use does not burden the *Recreation Vision of the Comprehensive Plan*. While the Project seeks a change in use and density, it is a redevelopment project which

³⁷ See July 3, 2012 Comprehensive Plan, Page 117.

³⁸ See July 18, 2017 Comprehensive Plan, Page 142.

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provides some of its own recreational amenities and therefore not unfairly burden Town facilities. The Project does, however, provide an economically viable use for the Property when the existing uses and densities are not desired or needed. Moreover, the proposed change in use provides needed additional housing opportunities for the Town's residents, and is therefore consistent with the *Recreation Vision of the Comprehensive Plan*.

9. **Cultural Resources Vision.** *The Cultural Resources vision of the Comprehensive Plan provides that the Town of Hilton Head Island envisions a community where art, music, performances and the stories of its people enhance the experience for all residents and visitors through stewardship of its unique Cultural Resources and support of the community's distinctive character.*³⁹

An element of the *Cultural Resources Vision* is the development and maintenance of Community Character, through the use, among other items, design details that are characteristic of Island development.⁴⁰ As indicated above, the proposed design character of the apartment buildings and infrastructure will be similar to that of Shelter Cove Towne Center a recognized and well respected example of Island character.

B. LMO REVIEW CRITERIA.

1. **The proposed rezoning would allow a range of uses that are compatible with the uses allowed for other property in the immediate vicinity.**

The current use of the Property is not compatible with the surrounding residential uses. As described above, the Property adjacent to the north and east by other multi-family residential apartment developments. To the south is a single family residential development. The Project will have less noise, traffic, lighting and activity than the current use as a school and is an appropriate, nearly identical use to that of the adjacent properties. The Project's buildings and improvements will

³⁹ See July 18, 2017 Comprehensive Plan, Page 2.

⁴⁰ See Section 2.3 Community Character, July 18, 2017 Comprehensive Plan, Page 15.

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appear, and, in many respects act, as a mixed use multifamily development similar to the adjacent properties and is appropriate for a PD-1 District, which is designed to include a mix of residential and non-residential uses. Therefore, the Applicant contends that rezoning of the Property, as proposed in the Application, is compatible with the uses on other property in the immediate vicinity.

2. The proposed rezoning is appropriate for the land.

The Applicant believes that the Property is uniquely suitable for the use proposed in the Application. The proposed redevelopment of the Property does not require the creation of additional off-site infrastructure or improvements. The Property has direct access to Gardner Drive, a minor arterial street with excellent connections to U.S. Highway 278 and beyond. The Property is connected to all necessary and available utilities and storm water drainage facilities. The proposed use creates virtually no discharge or other impacts on adjacent properties. In fact, the natural surroundings and ease of access serve to enhance the Property's desirability for the use proposed in the Application. Therefore, the proposed rezoning is appropriate for the Property.

3. The proposed rezoning addresses a demonstrated community need.

The *Housing Vision of the Comprehensive Plan* provides that the "ultimate goal of planning for housing activities and programs on the Island is to increase housing opportunities that meet the needs of existing and future populations as well as attract new investment in the community."⁴¹ It specifically recommends that "[p]rovisions that allow for aging in place should be considered, especially as the population percentage of people over the age of 65 in the Town continues to grow".⁴² Additionally, the proposed rezoning allows for the development of a housing option that supports and provides options for the Town's population, as it ages, which aligns with similar recommendations in the *Housing Vision of the Comprehensive Plan*.⁴³

⁴¹ See Part 5, Housing, "Introduction", Page 52 of the July 18, 2017 Comprehensive Plan.

⁴² See Section 4.3: "Implications for the Comprehensive Plan", Page 40 of the July 3, 2012 Comprehensive Plan.

⁴³ See Part 5: "Housing", "Introduction", Page 50 of the July 3, 2012 Comprehensive Plan.

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The Applicant submits that the recommendations and goals stated in the Comprehensive Plan indicate a demonstrated community need, which shall be addressed by the proposed redevelopment of the Property once the rezoning is approved.

4. **The proposed rezoning is consistent with the overall zoning program, as expressed in future plans for the Town.**

Section 16-1-103 of the LMO states that the purpose and intent of the LMO is to “guide development and use of property in accordance with the Town’s Comprehensive Plan and existing and future needs of the Town in order to protect, promote and improve public health, safety, morals, convenience, order, appearance, prosperity and general welfare of the landowners and residents of the Town”.⁴⁴

The Applicant submits that this description is an excellent statement of the Town’s overall zoning program, and is one that is supported by the rezoning proposed as specifically described in the Application. The redevelopment of an aging, undesired and potentially underutilized and redundant facility into a modern, high quality, apartment development as proposed by the Applicant is consistent with the Town’s overall zoning program.

5. **The proposed rezoning would avoid the creation of an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts.**

The rezoning proposed in the Application maintains the PD-1 base zoning district for the Property, and adds a new use and corresponding appropriate density that analogous to the Shelter Cove Towne Center apartments. Furthermore, the property to the north and east currently contain multi-family apartment developments. Accordingly, an inappropriately isolated zoning district would not be created by the proposed rezoning. Rather, the rezoning a use that is complementary and compatible to the immediately adjacent and surrounding zoning districts as well as other PD-1 Districts with similar development.

⁴⁴ See Section 16-1-103 of the LMO.

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6. **The proposed rezoning would allow the subject Property to be put to a reasonably viable economic use.**

The current limited use authorized under the PD-1 base zoning district makes the Property economically unviable as there is little market or desire for the current use or other Institutional uses and virtually no desire for commercial development which would not be complementary to the surrounding districts. Therefore, the Property's marketability is poor for the currently permitted use. Limitations on specific commercial parcels within the PD-1 base zoning district may create limitations on marketability of such commercial parcels as time passes and as the Town develops and matures. That is the case with the Property.

The Property is currently under contract of sale between the Owner and the Applicant. The Applicant has successfully developed and currently owns and operates similar multi-family apartment developments in the southeastern United States. The approval of the Application shall improve the marketability of the Property, as it shall result in the sale thereof to an owner with a viable business and use of the Property. In addition, the Applicant believes that the approval of the Application will not have an adverse effect on the marketability of other properties in the vicinity.

7. **The proposed rezoning would result in development that can be served by available, adequate and suitable public facilities (e.g. streets, potable water, sewer and storm water management).**

The Property is currently served by sewer, water and storm water facilities. As indicated above, the storm water facilities will be redeveloped together with the redevelopment of the Property. The Property is located within the Hilton Head PSD #1 service area, and it has the capacity to service the Property. The Property is also directly accessed via Gardner Drive, a minor arterial street, and the proposed redevelopment requires no additional Town facilities.

8. **The proposed rezoning is appropriate due to any changed or changing conditions in the affected area.**

The Property is currently used as a school serving Pre-K through 12th grade students. The school has acquired land on the mainland and has permitted the development of a new campus on that land. There have been no other successful

proposed purchasers and the existing by-right uses for commercial development are not needed not desired in the location of the Property or for that matter, anywhere in the Town. There is a need for addition and diverse housing and the Project fulfills that need and is therefore appropriate.

IV. VISION AND STRATEGIC ACTION PLAN.

While not a required element or discussion for an application for a zoning map amendment, the Applicant believes that the Project is also consistent with the Town’s *Vision and Strategic Action Plan*⁴⁵ (the “**Vision Plan**”). Throughout 2017, the Town undertook a community engagement process thorough a series of workshops, surveys and focus groups to explore thoughts and ideas for the long-term future of the Island in an effort to create a shared vision and action plan. As noted in the introduction of the Vision Plan, “there is a stated desire to preserve the heritage and character of the Island while at the same time progressing with “sensitive redevelopment” that continues to attract and retain young professionals, retirees and tourists alike.”⁴⁶

It is noted that the Vision Plan reports that the Town has a “relatively high percentage of two-person households compared to benchmark communities” and there is debate and concern whether population growth will stagnate.⁴⁷ As noted above, much of the residential housing stock is single family residences in the Town’s PD-1 Districts. Those are approaching build-out. Adding a new mix of quality residential housing provides opportunity for continued population growth. Further, it is noted that the median age in 2015 was 54.1 and expected to increase. The aging population can be addressed with the addition of a mix of quality residential housing opportunities, particularly for young adults, which the Project contemplates.

Section 3.5 of the Vision Plan describes the need for urgent action – and two of the four concerns – the trend of young adults leaving the Town and workforce issues impacting Town businesses – are directly addressed by the Project which provides the opportunity for quality housing for young adults who work and desire to live on the Town.

⁴⁵ Town of Hilton Head Island, Vision and Strategic Action Plan, February 15, 2018.

⁴⁶ See section 1.0 of the Vision Plan.

⁴⁷ See Section 2.3 of the Vision Plan - Changing Demographics of Hilton Head Island.

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Interestingly, the “Preferred Future - Implications” analysis in Section 5.5 of the Vision Plan, the anticipated characteristics of “Reinventing Sustainability” include “[s]ome increase density and population with workforce and housing options.”⁴⁸ The Project certainly supports this characteristic of the Vision Plan.

Section 8 of the Vision Plan discusses the Key Strategic Action Pillars and Section 8.4.2 describes “key Strategic Action Areas” which include developing mixed use community nodes with a variety of housing options for a cross section of the Towns demographics noting that the “Shelter Cove Town Center development was seen by many as a promising start.”⁴⁹

Another Key Strategic Action Pillar addressed by the Project is the importance of right sized infrastructure – relating to transportation and traffic. A key strategic action area noted is “right-sized neighborhood locations” identifying interest in neighborhood nodes where both Millennial and Baby Boomer generations can socialize and entertain in community spaces which range in size and scale.⁵⁰ Here again, the Project proposes a housing opportunity for a mix of young adults starting a career on the Island as well as empty-nesters seeking to move from the Island single family home but still maintain a residence on the Island.

Section 10 of the Vision Plan details the “Road Map to the Future” and Section 10.3 describes Key Metrics to Measure Future Success including, important to the Project, the proposed metric tied to the key strategic pillar that there be “[a]vailability of additional housing options appealing to mixed demographics.”⁵¹ As discussed in this Narrative Summary, that is precisely what the Project proposes.

⁴⁸ See Section 5.5 of the Vision Plan – Preferred Future – Implications.

⁴⁹ See Section 8.4.2 – Key Strategic Action Areas – page 41 of the Vision Plan.

⁵⁰ See Section 8.7.2 – Key Strategic Action Areas – page 47 of the Vision Plan.

⁵¹ See Section 10.3 – Key Metrics to Measure Future Success – page 53 of the Vision Plan.

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- V. **CONCLUSION.** The Applicant believes that there is strong demand in the Hilton Head Island market for a high quality multi-family apartment community. The redevelopment of Shelter Cove Towne Center and the successful development and occupancy of the apartment buildings there evidence the need and desire for new and diverse housing stock. The Applicant's objective is to provide the opportunity for housing for young adults as well as for residents who desire to sell their existing home and downsize into a low maintenance lifestyle.

The Applicant believes the foregoing narrative demonstrates that the Application is in conformance with the Town's Comprehensive Plan, and meets the review standards set forth in Section 16-2-103.C.3.a. of the LMO. Accordingly, the Applicant respectfully requests that the Planning Commission:

1. Review the Application and the supporting testimony and documentation which shall be entered into the record; and
2. Find the following:
 - a. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment is in accordance with the Town's Comprehensive Plan; and
 - b. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment allows an additional use that is compatible with the uses allowed for other property in the immediate vicinity; and
 - c. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment is appropriate for the land; and
 - d. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment addresses a demonstrated community need; and

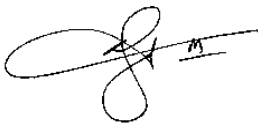
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- e. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment is consistent with the overall zoning program as expressed in future plans for the Town; and
 - f. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment avoids the creation of an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts; and
 - g. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment allows the Property to be put to a reasonably viable economic use; and
 - h. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment results in development that may be served by available, adequate and suitable public facilities (e.g. streets, potable water, sewer and storm water management); and
 - i. That the Application and the supporting testimony and documentation establish that the requested zoning map amendment is appropriate due to changed or changing conditions in the affected area; and
3. That the Planning Commission Recommend the Town Council's approval of the Application and the rezoning of the Property to make multi-family residential use as the approved use and authorize the density requested herein.

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Respectfully submitted on behalf of the Applicant this 18th day of January, 2019.

Burr & Forman, LLP

A handwritten signature in black ink, appearing to be "Walter J. Nester, III". The signature is stylized with a large loop and a horizontal line extending to the right.

Walter J. Nester, III

WJN:

Attachments

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EXHIBIT "A" TO NARRATIVE SUPPLEMENT

Letter from Nicole Dixon, CFM, Town Development Review Administrator
dated January 17, 2019

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

John J. McCann
Mayor

January 17, 2019

William D. Harkins
Mayor ProTem

Council Members

David Ames
Tamara Becker
Marc A. Grant
Thomas W. Lennox

Mr. Walter Nester
Burr & Forman LLP
PO Drawer 3
Hilton Head Island, SC 29938

Stephen G. Riley
Town Manager

Dear Mr. Nester:

This letter replaces the letter dated January 16, 2019 and is in response to your request for a zoning verification letter for the property located at 55 Gardner Drive, further identified as R510 008 000 098A 0000, and currently owned by the Hilton Head Christian Academy. Please be aware that it is not a Town of Hilton Head Island policy to conduct a detailed site analysis; therefore, this correspondence will verify zoning and permitted land use only.

The subject parcel lies within the PD-1 (Planned Development Mixed Use) zoning district as identified on the Town of Hilton Head's Official Zoning Map. The parcel is identified as Parcel 15F on the Indigo Run Master Plan. This parcel is also located in the Corridor Overlay District.

The property is somewhat bisected by Gardner Drive and according to Beaufort County records, is approximately 13.83 acres in size. The current by-right uses and density as assigned on the Master Plan are Commercial-Retail (not to exceed 10,000 square feet per net acre), Commercial-Nonretail (not to exceed 20,000 square feet per net acre), Public Recreation and Institutional (not to exceed 10,000 square feet per net acre). The property currently contains a school with several buildings totaling approximately 61,018 square feet.

You can contact me at either (843) 341-4686 or nicoled@hiltonheadislandsc.gov if you have any additional questions.

Sincerely,



Nicole Dixon, CFM
Development Review Administrator

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EXHIBIT "B" TO NARRATIVE SUPPLEMENT

Deed recorded in ROD in Book 521 Page 2073

The State of South Carolina,

2073

COUNTY OF BEAUFORT

10686

KNOW ALL MEN BY THESE PRESENTS, THAT

FOLLY FIELD ASSOCIATES, a Georgia Limited Partnership; LEROY MOORE and
ERWIN A. FRIEDMAN,

Revenue Stamps
Collected

State \$ 40.00 County \$ 22.00
Beaufort County, SC

in the State aforesaid ---for and-----in consideration of the sum of TEN AND NO/100ths--- (\$10.00)

and other valuable consideration

Dollars,

to it and us in hand paid at and before the sealing and delivery of these Presents, by HILTON HEAD

CHRISTIAN ACADEMY, a South Carolina Eleemosynary Corporation, 12 Arrow
Road, Hilton Head Island, South Carolina 29928,

in the State aforesaid -----for which----- (the receipt whereof is hereby acknowledged),

have granted, bargained, sold and released, and by these Presents to do grant, bargain, sell and release unto the

said HILTON HEAD CRISTIAN ACADEMY, a South Carolina Eleemosynary Corporation,
its successors and assigns forever, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and
being 12.16 acres of a portion of the Honey Horn Plantation, Hilton
Head Island, Beaufort County, South Carolina, being more
particularly described as follows:

Commencing at the intersection of the center line of Matthews Drive
and the center line of U.S. Highway 278, and proceeding thence
North 75° 26' 20" West a distance of 2,608.17 feet to a point;
proceeding thence South 14° 32' 15" West a distance of 1,000.13
feet to a point marked by a found concrete monument which marks the
point of beginning of the property herein described.

Proceeding thence South 75° 26' 20" East a distance of 618.74 feet
to a point marked by a found concrete monument; proceeding thence
North 62° 18' 20" East a distance of 77.34 feet to a point marked
by a set concrete monument; proceeding thence along a curve to the
right having a radius of 50 feet an arc distance of 75 feet to a
point marked by a set concrete monument; proceeding thence South
12° 49' 15" East a distance of 488.64 feet to a point marked by a
set concrete monument; proceeding thence South 75° 33' East a
distance of 90.20 feet to a point marked by a set concrete
monument; proceeding thence South 14 27' West a distance of 82.22
feet to a point marked by a set concrete monument; proceeding
thence North 87° 38' 55" West a distance of 40.51 feet to a point;
proceeding thence North 85 04' West a distance of 317.78 feet to
a point marked by a found old concrete monument; proceeding thence
North 46° 25' 15" West a distance of 44.35 feet to a point marked
by a stake; proceeding thence North 84 11' West a distance of
60.50 feet to a point marked by a found concrete monument;
proceeding thence North 5° 49' East a distance of 30.04 feet to a
point marked by a found concrete monument; proceeding South 84
11' East a distance of 60.50 feet to a point marked by a stake;
proceeding thence South 5° 49' West a distance of 30.04 feet to a

continued on next page...

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
570	8		98A	

2074

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said HILTON HEAD CHRISTIAN ACADEMY, a South Carolina Eleemosynary Corporation, its successors and assigns forever.

and our And it and wedo hereby binds its successors/ Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said HILTON HEAD CHRISTIAN ACADEMY, a South Carolina Eleemosynary Corporation, and our its successors and assigns against it and us and its successors/Heirs and assigns now and hereafter lawfully claiming, or to claim the same, or any part thereof.

WITNESS its and our Hand and Seal, this 3rd day of JANUARY in the year of our Lord one thousand nine hundred and EIGHTY-NINE and in the two hundred and Thirteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of Mary G. Byrson Betty G. Huff

FOLLY FIELD ASSOCIATES (a Georgia Limited Partnership): By: Erwin A. Friedman, General Partner (L.S.) Leroy Moore (L.S.) Erwin A. Friedman (L.S.)

2075

GEORGIA
The State of South Carolina,
CHATHAM County

PERSONALLY appeared before me, Mary E. Bryson
and made oath that she saw the within named Folly Field Associates by its General
Partner, Erwin A. Friedman, sign, seal, and as its Act and Deed deliver the
within written Deed; and that she with Hetty J. Hensel
witnessed the execution thereof.

SWORN to before me, this 3rd

Mary E. Bryson

day of JANUARY A. D. 19 89

Hetty J. Hensel
Notary Public for: HETTY J. HENSEL
My Commission Expires: Notary Public, Chatham County, Georgia
STATE OF GEORGIA My Commission Expires Jan. 7, 1991
COUNTY OF CHATHAM)

PERSONALLY appeared before me, Mary E. Bryson and made
oath that s/he saw the within named Erwin A. Friedman sign, seal, and as his
Act and Deed deliver the within written Deed; and that s/he with
Hetty J. Hensel witnessed the execution thereof.

SWORN to before me, this 3rd
day of JANUARY, 19 89

Mary E. Bryson

Hetty J. Hensel (L.S.)
Notary Public for: HETTY J. HENSEL
My Commission Expires: Notary Public, Chatham County, Georgia
My Commission Expires Jan. 7, 1991

The State of South Carolina,
County

RENUNCIATION OF DOWER.

I, do hereby certify
unto all whom it may concern, that Mrs.
wife of the within named did this day
appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily,
and without any compulsion, dread, or fear of any person or persons whomsoever renounce, release and forever
relinquish unto the within named
its successors and assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all
and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of

Anno Domini, 19
STATE OF GEORGIA)
COUNTY OF CHATHAM)

PERSONALLY appeared before me Mary E. Bryson and made
oath that s/he saw the within named LeRoy Moore sign, seal and as his act and
deed, deliver the within written Deed and that s/he with
Hetty J. Hensel witnessed the execution thereof.

SWORN to before me this 3rd
day of JANUARY, 19 89

Mary E. Bryson

Hetty J. Hensel (L.S.)
Notary Public for: HETTY J. HENSEL
My Commission Expires: Notary Public, Chatham County, Georgia
My Commission Expires Jan. 7, 1991

Attachment H

002076

point marked by a stake; proceeding thence South 46° 25' 15" East a distance of 44.35 feet to a point marked a found old concrete monument; proceeding thence North 85° 05' 55" West a distance of 502.91 feet to a point marked by an old stone; proceeding thence South 79° 54' 15" West a distance of 231.24 feet to a point marked by a found concrete monument; proceeding thence North 14° 32' 15" East a distance of 712.15 feet to a point marked by the found concrete monument which marks the point of beginning of the property herein described.

The 0.04 acre tract designated as the "Lift Station Site" on the plat described below is specifically excluded from the property described herein, this being the description of the 12.2 acre tract shown on said plat, specifically saving and excluding therefrom the 0.04 acre tract designated as the "Lift Station Site."

For a more particular description of said property, reference is made to that certain plat prepared by Hussey, Gay & Bell, Consulting Engineers on April 23, 1982, of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina, which plat is recorded in the office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30, Page 125, said real property being shown upon said plat as having the metes and bounds described above.

This being the same property conveyed to LeRoy Moore, Walter C. Askew, III, Erwin A. Friedman, James W. Hancock, Jr., and Irwin Mazo by Deed from H. I. S., a South Carolina Limited Partnership dated June 2, 1982, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 348 at Page 1154 on June 3, 1982; and, to Folly Field Associates, a Georgia Limited Partnership, by Deed of James W. Hancock, Jr., Walter C. Askew, III and Irwin Mazo dated June 2, 1982, and recorded with said RMC office in Deed Book 348 at Page 1158 on June 3, 1982.

This Deed was prepared in the Law Offices of Black & Biel, Suite 102 Atlantic Savings Bank Building, 200 Office Park Road, Hilton Head Island, South Carolina 29926, by Dewitt T. Black, III, Esquire.

Black Bird

The State of South Carolina,

TO

TITLE TO REAL ESTATE

Filed *27th* day

of *Jan* A. D. 19 *89*

at *10:48* o'clock *A. M.*

and recorded in Book *521*

Page *2073* Fee, \$ *5.00*

Florida M. Dalton

R. M. C. or Clerk Court C. P. & G. S.

Beaufort County, S. C.

Recorded this *13th* day

of *February*, 19*89*

in Book *V* Page *74*

Fee, \$

May Ann Halyday

Auditor *Beaufort* County, S. C.

2077

Attachment H

EXHIBIT "B-1" TO NARRATIVE SUPPLEMENT

Deed recorded in ROD in Book 2739 Page 10

Attachment H

SO that the said INDIGO RUN LIMITED PARTNERSHIP, nor its Successors, Assigns or any person or persons claiming under it shall at any time hereafter, by any way or means, have claim or demand any right, title or interest to the aforesaid Premises or appurtenances, or any part of parcel thereof, forever.

IN WITNESS WHEREOF, INDIGO RUN LIMITED PARTNERSHIP, by its duly authorized Partner(s), has caused these presents to be executed in its name this 30th day of September in the year of Our Lord One Thousand Nine Hundred and Ninety-eight and in the Two Hundred Twenty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED and DELIVERED
in the Presence of

INDIGO RUN LIMITED PARTNERSHIP,
a South Carolina limited partnership

BY: IRP ASSOCIATES LIMITED
PARTNERSHIP, a South Carolina limited
partnership
Its: General Partner

BY: THE MELROSE COMPANY, INC.,
a South Carolina corporation
Its: General Partner

Margaret B Luckey
B. Jane Yulem

By: [Signature]
Its: Sr. Vice President

Attachment H

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that RICHARD P. REICHEL, Sr. Vice-President of The Melrose Company, a South Carolina corporation, as General Partner for IRP Associates Limited Partnership, General Partner for Indigo Run Limited Partnership, personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 30th day of September, 1998.



Notary Public for South Carolina

My Commission expires: July, 9, 2007

This Deed was prepared by Edward M. Hughes, Hughes Law Firm, P.C., P. O. Box 23526, Hilton Head Island, SC 29925.

Attachment H

EXHIBIT "B-2" TO NARRATIVE SUPPLEMENT

Deed recorded in ROD in Book 2857 Page 956

Attachment H

- B. EXERCISE OF RIGHT OF FIRST REFUSAL.** Grantor shall have a period of thirty (30) days after receiving such copy of the Acceptable Offer within which to notify Grantee that Grantor elects to purchase the Property (or the portion thereof covered by the Acceptable Offer) on the terms contained therein. Any such notice from Grantor shall be accompanied by any earnest money required under the terms of the Acceptable Offer, which shall then constitute a contract between Seller and Buyer even though neither has signed it.
- C. WAIVER OF RIGHT OF FIRST REFUSAL.** If Grantor does not notify Grantee within the thirty (30) day period mentioned in the preceding paragraph of its election to purchase such property, Grantee shall be free to sell such property to the person who submitted the Acceptable Offer (or to such person's permitted assigns) on the terms specified therein, and Grantor shall upon request execute and deliver an instrument in recordable form appropriate to evidence its relinquishment of its rights under this instrument with respect to such transaction. Notwithstanding any such relinquishment, Grantor's rights under this instrument shall remain in effect with respect to any part of the Property not covered by the Acceptable Offer, or for any subsequent sale of the property covered by the Acceptable Offer, if the transaction contemplated by the Acceptable Offer fails for any reason to close, with respect to any subsequent offer to purchase all or any part of the Property covered by such Acceptable offer.
- D. NOTICES.** Any notice required or permitted to be given under this right of first refusal shall be in writing and shall be deemed given upon personal delivery or on the second business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at its address stated below:

Grantee: Headmaster, 55 Gardner Drive, Hilton Head Island, SC 29926

Grantor: Town Manager, 1 Town Center Court, Hilton
Head Island, SC 29928

Either party may change its address for notices by notice to the other party as provided above.

E. BINDING EFFECT. The provisions of this instrument are binding upon and for the benefit of Grantee and Grantor and their respective successors and assigns

- 2. RESTRICTIVE COVENANTS.** The Property is conveyed subject to the following reservations of rights, conditions, restrictions, limitations of use, which shall run with the land and be binding upon the Grantee, its successors and assigns.

Attachment H

A. The Property may not be developed in any way and can only be used as a buffer/open space; and

B. The Property may not be used in determining allowable density for the Grantee's combined adjoining property and no development rights are conveyed by Grantor to Grantee (intentionally or otherwise) in the within Limited Warranty Deed as an appurtenance to the Property.

3. **ENFORCEMENT OF RESTRICTIONS.** Grantor has standing to enforce each and every restrictive covenant and agreement contained in this Deed, and Grantor is entitled to enforce the full and faithful performance of any or all of the terms and provisions of this Deed, which shall include the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them.

The Property is a portion of the same property conveyed to the within Grantor by deed of Woodlands Housing Associates LP, dated February 14, 2000, and recorded in the Office of the Register of Deeds for Beaufort County in Record Book 1273 at Page 1813.

THIS Deed was prepared by the Law Offices of Alford and Wilkins, P.C., PO Drawer 8008, 18 Executive Park Road Suite 1, Hilton Head Island, SC 29938.

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

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

AND Grantor does hereby bind itself its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, the Grantee's Successors and Assigns as herein above provided, against Grantor and Grantor's Successors and Assigns.

Attachment H

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, which is designated as "0.193 Acres to be conveyed to The Hilton head Christian Academy," as more fully shown on the plat prepared by Surveying Consultants, Inc., Terry G. Hatchell, South Carolina Registered Land Surveyor No. 11059, dated June 9, 2009, and entitled "Boundary Recombination Plat of 0.193 Acres, Gardner Drive, to be Conveyed to Hilton Head Christian Academy, Subdivided from Tax Parcel #R510-008-000-101B-0000 Lands of Town of Hilton Head Island," which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 128 at Page 79.

Tax Map Number: A Portion of TMS# R510 008 00A 101B 0000

Attachment H

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 0.193 Acres, Gardner Drive, Hilton Head Island, bearing Beaufort County Tax Map Number P/O R510-008-00A-101B-0000, was transferred by The Town of Hilton Head Island, South Carolina to Hilton Head Christian Academy on June 12, 2009.

3. Check one of the following: The deed is

- (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) exempt from the deed recording fee because (See Information section of Affidavit): (If exempt, please skip items 4 - 7, and go to item 6 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$5,000.00
(b) The fee is computed on the fair market value of the realty which is
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is

5. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:


- (a) Place the amount listed in item 4 above here: \$5,000.00
(b) Place the amount listed in item 5 above here: N/A
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$5,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$5,010.00

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

Attachment H

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


Responsible Person Connected with the Transaction

John P. Qualey, Jr.
Print or Type Name Here

SWORN to before me this 12th day of June, 2009
Notary Public for South Carolina
My Commission Expires: 10/30/16


Notary Public for South Carolina

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

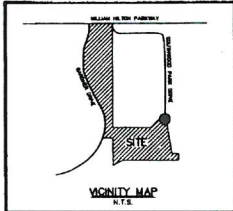
- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Attachment H

EXHIBIT "C" TO NARRATIVE SUPPLEMENT

Survey recorded in ROD in Plat Book 115 Page 192

Attachment H

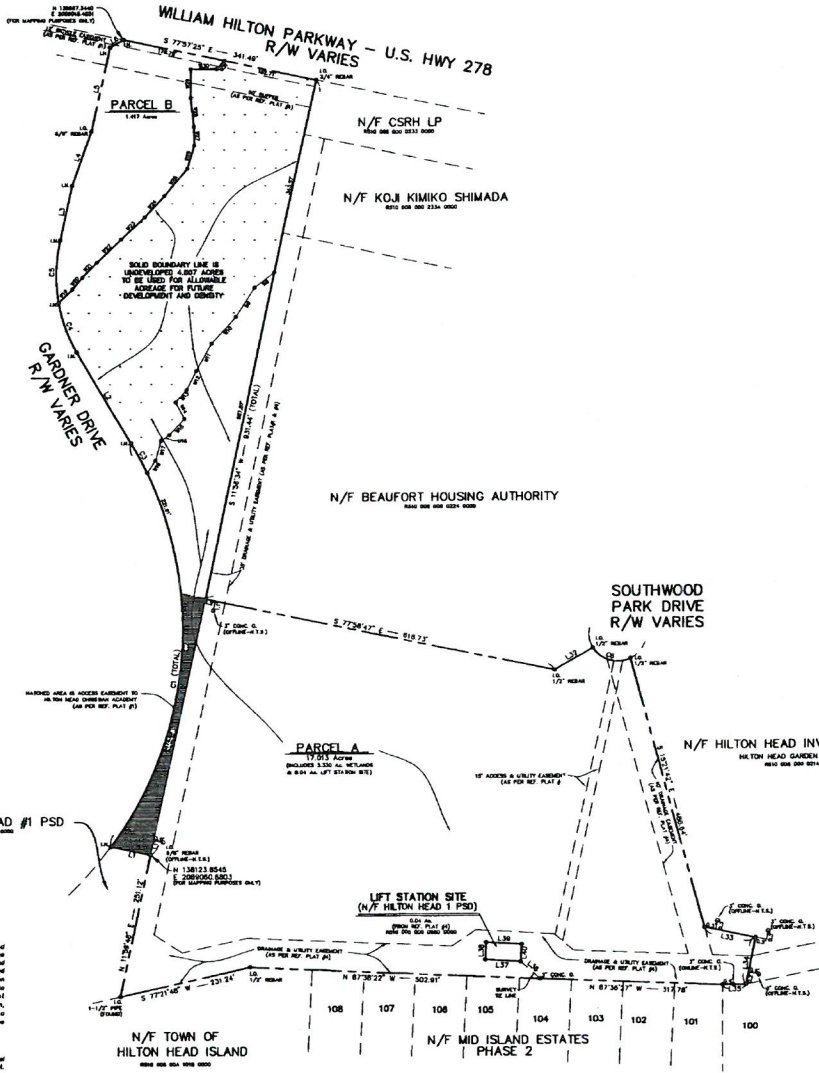


CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	756.87	855.02	428.37	711.87	N. 02°30'48" E	88°27'28"
C2	889.72	855.02	354.36	863.04	N. 02°30'48" E	80°46'31"
C3	80.71	855.02	30.36	80.86	N. 27°23'06" E	57°36'36"
C4	81.71	283.34	48.33	81.28	N. 20°15'21" E	18°58'28"
C5	107.71	283.34	54.81	108.87	N. 16°16'31" E	23°27'27"
C6	75.16	50.00	48.72	68.28	S. 72°11'52" E	80°37'32"

LINE	LENGTH	BEARING
WB	42.72	S. 82°27'06" W
WE	58.86	S. 33°21'14" E
WTB	82.50	S. 42°36'41" W
WTD	54.88	S. 28°17'40" W
WTG	37.46	S. 26°23'11" E
WTH	28.04	S. 51°36'11" W
WTI	43.83	S. 27°20'20" E
WTJ	38.81	S. 42°03'20" W
WTK	11.84	S. 24°20'50" E
WTL	38.20	S. 18°37'08" W
WTM	23.08	S. 23°11'18" W
WTO	32.42	N. 64°27'21" E
WTP	27.24	N. 02°24'22" E
WTA	38.23	N. 83°25'02" E
WTB	58.87	N. 17°31'21" E
WTC	58.02	N. 07°39'02" E
WTD	48.78	N. 82°54'27" E
WTE	62.11	N. 38°21'22" E
WTF	42.00	N. 17°24'58" E
WTG	33.18	N. 01°26'24" W
WTH	51.85	N. 82°26'02" W
WTI	51.67	N. 201°29'41" E
WTJ	44.81	S. 88°20'41" E
WTK	20.12	N. 42°36'20" E

LINE	LENGTH	BEARING
L1	70.41	N. 78°30'12" W
L2	186.04	N. 30°37'28" E
L3	98.86	N. 13°37'08" E
L4	100.72	N. 18°10'13" E
L5	191.98	N. 13°37'08" E
L6	27.41	N. 80°36'28" E
L7	72.24	S. 28°16'33" E
L8	80.20	S. 78°50'27" E
L9	80.24	S. 11°24'17" E
L10	65.81	S. 86°16'28" W
L11	44.30	S. 48°27'14" E
L12	27.24	N. 86°53'27" E
L13	20.04	N. 03°18'33" E
L14	80.20	S. 88°16'28" W
L15	30.04	S. 02°18'23" E

1.7 THRU L31 NOTE USED



AREA TABLE	
PARCEL A	= 17.013 Acres
PARCEL B	= 1.917 Acres
TOTAL AREA	= 18.430 Acres

This plan shows the boundary lines of the parcels shown on the plan. It is based on the survey data and the information provided by the client. The client is responsible for the accuracy of the information provided. The surveyor is not responsible for the accuracy of the information provided by the client.

Senior Planner: *[Signature]*

- REFERENCE PLATS:
- A PLAT OF PARCELS LUBBY & GARDNER PARKWAY, A SECTION OF HENRY HORN PLANTATION, DATED: 12/18/85, BY MICHAEL B. DUNHAM, S.C.P.L.S. NO. 11905, RECORDED: P.B. 24, PG. 187, 12/28/85.
 - A BOUNDARY PLAT OF GARDNER PARKWAY RIGHT-OF-WAY, ACQUISITION AND REDEMPTION PARCELS, HENRY HORN PLANTATION, DATED: 11/11/86, BY MATTHEW W. CRAWFORD, S.C.P.L.S. NO. 9758, RECORDED: P.B. 41, PG. 21.
 - WELAND SURVEY OF PARCEL E, GARDNER PARKWAY, A SECTION OF HENRY HORN PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, DATED: 11/10/2002, BY TERRY G. HATFIELD, S.C.P.L.S. NO. 11008.
 - 12.20 ACRES, A PORTION OF THE HONEY HORN PLANTATION, DATED: 4/13/82, BY BOB HUSSEY, S.C.P.L.S. NO. 2323, RECORDED: P.B. 30, PG. 125, 8/2/1982.
 - ASBURY & PARIAL TREE SURVEY OF HILTON HEAD CHRISTIAN ACADEMY, A SECTION OF HENRY HORN PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, DATED: 7/21/86, LAST REVISED: 8/12/1998, BY TERRY G. HATFIELD, S.C.P.L.S. NO. 11058.

SPECIAL NOTE:
Some of all areas on this plan are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by the FEMA Flood Insurance Study and Flood Hazard Risk Reduction Study. Flood insurance and construction of structures in these designated areas. Flood insurance and construction of structures in these designated areas. Flood insurance and construction of structures in these designated areas.

- NOTES:
- I, HENRY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF SURVEYING IN THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO OBVIOUS APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
 - THIS PROPERTY IS LOCATED IN ZONE C.B.-1.2. A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY H.L.D. PANEL 8-15, COUNTY NO. 420280 MAP DATED 8/79/86, BASE ELEVATION 13.50. FLOOD HAZARD ZONE AND BASE ELEVATION SHOULD BE VIEWED BY PROPER TOWN OR COUNTY BUILDING INSPECTIONS DEPARTMENT.
 - THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT.
 - NO ENCROACHMENTS SHOWN AT THIS TIME.

I, the undersigned, as the Owners representative of Henry of parcel 8810-008-000-0088-0000, agree to the recording of this plat.

[Signature] 8/1/06
DAR
HILTON HEAD CHRISTIAN ACADEMY

I, the undersigned, as the Owners representative of Henry of parcel 8810-008-000-0088-0000, agree to the recording of this plat.

[Signature] 8/1/06
DAR
HILTON HEAD CHRISTIAN ACADEMY

PREPARED FOR: HILTON HEAD CHRISTIAN ACADEMY
ADDRESS: 605 GARDNER DRIVE
PORTION OF PARCEL 1D NO. 8810-008-000-0088-0000
AND A PORTION OF PARCEL 1D NO. 8810-008-000-0088-0000



BOUNDARY RECOMBINATION
SURVEY OF
PARCELS A & B
HILTON HEAD CHRISTIAN ACADEMY
GARDNER DRIVE &
WILLIAM HILTON PARKWAY
A SECTION OF
HONEY HORN
PLANTATION
HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA
SCALE: 1" = 100' DATE: 5/22/2006 JOB NO. 89049P

SG SURVEYING CONSULTANTS
17 Edgewater Drive, Suite C, Shelton, NC 28580
Telephone: (843) 888-2884 FAX: (843) 888-2888
www.sgsc.com

Attachment H

EXHIBIT “D” TO NARRATIVE SUPPLEMENT

HHCA Bluffton Campus Deed

EXHIBIT "A"

ALL that certain piece, parcel and tract of land, situate, lying and being within the Buckwalter Tract, Town of Bluffton, Beaufort County, South Carolina, containing 27.78 acres, consisting of 25.95 acres of uplands and 1.83 acres of wetlands, which parcel is more fully shown and described on a plat thereof prepared by Thomas & Hutton Engineering Co. Boyce L. Young, SCRLS No. 11079, entitled "A Boundary Plat of Buckwalter Private School Site, Formerly Known as a Portion of the Buckwalter Tract, Prepared For Hilton Head Christian Academy," which plat is dated December 4, 2002 and is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 91 at Page 2.

The property described above is conveyed subject to all applicable restrictive covenants, easements and affirmative obligations of record affecting it as of the date hereof, including but not limited to the following: (a) the Development Agreement recorded in Record Book 1288 at Page 1, as assigned; (b) the easements shown on the above-referenced recorded plat; and (c) the restrictive covenants, requirements for establishment of buffers, timber harvesting reservation, mineral royalties reservation, and other obligations and limitations affecting the above-described parcel contained in the Deed to Grantor which is recorded in Book 1549 at Page 815 in the Office of the Register of Deeds for Beaufort County.

EXHIBIT “E” TO NARRATIVE SUPPLEMENT

Bluffton Campus Master Plan

CAMPUS MASTER PLAN & OPEN SPACE PLAN
EXHIBIT B

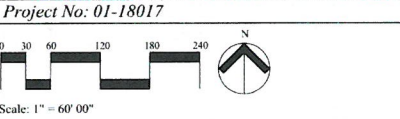
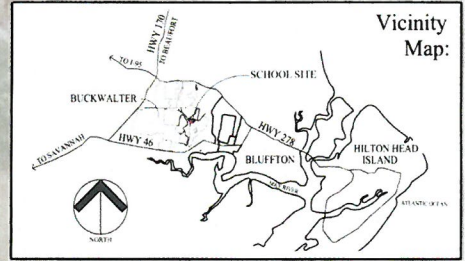


SITE DATA:
 COUNTY: BEAUFORT
 MUNICIPALITY: BLUFFTON
 PARCEL ID NUMBER: R6100030-000-0442-0000
 ACREAGE: 27.78 ACRES
 LOCATION: BLUFFTON PKWY & MASTERS WAY
 ZONING: PUD (BUCKWALTER)
 ORIGINAL MASTER PLAN DATED MAY 15, 2002

SITE DEVELOPMENT SUMMARY:
 ACREAGE: 27.78 ACRES
 PROPOSED IMPERVIOUS AREA: ± 6.83 ACRES (± 24.6%)
 PROPOSED OPEN SPACE: ± 20.62 ACRES (± 74.2%)
 UTILITY EASEMENT: ± 0.33 ACRES (± 1.2%)
BUILDING SUMMARY:
 LOWER SCHOOL / ADMIN: 22,312 SF
 MIDDLE SCHOOL: 23,190 SF
 GYMNASIUM / PAC: 30,026 SF
 HEART / PAC: 55,000 SF
 MIDDLE (FUTURE): 25,000 SF

PARKING SUMMARY:
 PARKING CALCULATED BASED ON TOWN OF BLUFFTON'S UDO REQUIREMENTS FOR EDUCATIONAL FACILITIES (1 SPACE PER 3 STUDENTS & 1 SPACE PER INSTRUCTOR).
PARKING REQUIREMENTS:
 IHCA ANTICIPATES 73 STUDENTS / GRADE AT BUILD OUT: 73 x 4 (FRESHMAN, SOPHOMORE, JR., SR) = 292 / 3 = 98 SPACES
 IHCA ANTICIPATES 60 INSTRUCTORS AT BUILD OUT: 1 SPACE / 1 INSTRUCTOR = 60 SPACES
 IHCA ANTICIPATES 25 ADMIN / SUPPORT STAFF AT BUILD OUT: 1 SPACE / 1 ADMIN / SUPPORT STAFF = 25 SPACES
 VISITOR / GUEST PARKING = 25 SPACES
TOTAL PARKING: 208 SPACES
PARKING PROVIDED PER LOT:
 LOT A: 67 SPACES
 LOT B: 82 SPACES
 LOT C: 59 SPACES
TOTAL: 208 SPACES

LEGEND
 [Orange Box] CAMPUS BUILDING
 [Pink Box] FUTURE CAMPUS BUILDING
 [Blue Circle] LEARNING NODE
 [Red Line] COVERED DROP-OFF
 [Dashed Red Line] MIDDLE SCHOOL DROP-OFF ROUTE
 [Dashed Blue Line] LOWER SCHOOL DROP-OFF ROUTE
 [Dashed Yellow Line] BUS DROP-OFF ROUTE
 [Blue Dotted Line] PEDESTRIAN NETWORK
 [Blue Solid Line] PEDESTRIAN SPINE/FIRE ACCESS (16' MIN.)



Project No: 01-18017
 Date: 05-30-2018
 Revised: 06-28-2018

Date: 05-30-2018
 Scale: 1" = 60'-00"

Page Title: Campus Master Plan & Open Space Plan

Hilton Head Christian Academy
 Bluffton, South Carolina
 Wood+Partners Inc. WPI
 Landscape Architects
 Land Planners

PO Box 23949 Hilton Head Island, SC 29925
 843.681.6618 Fax 843.681.7086 www.woodandpartners.com

EXHIBIT "F" TO NARRATIVE SUPPLEMENT

HHCA Board of Directors Letter

Attachment H



To the Planning Commission and Town Council of the Town of Hilton Head Island:

I am the Chairman of the Board of Directors for the Hilton Head Christian Academy. On behalf of the Board and the parents and supporters of our school, this letter is submitted to evidence our support and approval of the proposed zoning map amendment submitted by Spandrel Development Partners, LLC for the Academy property located at 55 Gardner Drive on Hilton Head Island. The approval of the requested rezoning of the Christian Academy property is critically important for the successful transition of the school to our mainland location.

Sincerely,

Rod Strickland
Chairman of the Board of Directors

Attachment H

EXHIBIT "G" TO NARRATIVE SUPPLEMENT

Beaufort County Assessor's On Line Records dated 1-14-2019



Beaufort County, South Carolina

generated on 1/14/2019 10:27:23 AM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R510 008 000 098G 0000	04860662	,	1/11/2019	2019	2019

Current Parcel Information

Owner	BEAUFORT COUNTY SOUTH CAROLINA	Property Class Code	TCUVac Highway&StreetROW
Owner Address	PO BOX 1228 BEAUFORT SC 29901	Acreage	5.8400
Legal Description	60' R/W GARDNER DRIVE PB42 P117 PB61 P20 5/98 0.71 AC DEDUCTED FM 8/98 5/98 0.24 AC DEDUCTED FM 8/98F		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2018	\$500		\$500	\$0.00	\$0.00
2017	\$500		\$500	\$0.00	\$0.00
2016	\$500		\$500	\$0.00	\$0.00
2015	\$500		\$500	\$0.00	\$0.00
2014	\$500		\$500	\$0.00	\$0.00
2013	\$500		\$500	\$0.00	\$0.00
2012	\$500		\$500	\$0.00	\$0.00
2011	\$500		\$500	\$0.00	\$0.00
2010	\$500		\$500	\$0.00	\$0.00
2009	\$500		\$500	\$0.00	\$0.00

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
TOWN OF HILTON HEAD ISLAND	1241 1094	6/3/1999	QC		\$1
TOWN OF HILTON HEAD ISL	953 2313	6/17/1997	Fu		\$10
INDIGO RUN LTD P/S	952 1835	6/16/1997	Fu		\$10
UNKNOWN OWNER 04860662		12/31/1776	Or		\$0

Attachment H

12/31/1776 Or

\$0

Building	Type	Use Code Description	Improvements			Square Footage	Improvement Size
			Constructed Year	Stories	Rooms		

Attachment H

EXHIBIT "H" TO NARRATIVE SUPPLEMENT

Aerial Photo of Property

Attachment H



Project No: 01-18055

Date: 01-18-19

Scale: 1" = 500'-00"

Page Title: AERIAL IMAGE MAP



Document is preliminary and subject to change.

2013 Wood+Partners Inc., 7 Lafayette Place, Hilton Head Island, SC 29926 Tel: 843-681-6618 Fax: 843-681-7086, www.woodandpartners.com

Spandrel Multifamily (Former HHCA Site)
Hilton Head Island, SC

Wood+Partners Inc. WPI
Landscape Architects
Land Planners

PO Box 2946 • Hilton Head Island, SC 29925
843.681.6618 • Fax 843.681.7086 • www.woodandpartners.com

Attachment H

EXHIBIT "I" TO NARRATIVE SUPPLEMENT

Deed recorded in ROD in Book 207 Page 839

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

1839

KNOW ALL MEN BY THESE PRESENTS, That The Hilton Road Company, Inc. a Corporation having its principal offices in Beaufort County, South Carolina, for and in consideration of the sum of Ten and 00/100----- (\$10.00)----- DOLLARS, to it in hand paid, at and before the sealing and delivery of these presents, by THOUSAND OARS, A Limited Partnership of Chatham County, Georgia the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said THOUSAND OARS, as aforementioned, its successors and assigns all the following described property, to-wit:

ALL that certain piece, parcel or tract of land located on Hilton Road Island Beaufort County, South Carolina, and containing 50 acres, more or less, as shown on a plat thereof prepared by William H. Mitchell, Registered Professional Engineer, surveyed December 4, 1972, and attached hereto and made a part hereof, and having the following metes and bounds: Said property is bounded on the north by the southern right of way of U. S. Route 278, on the East and West by lands of The Hilton Road Company, Inc. and on the South by lands now or formerly of Shey and having the following metes and bounds: Beginning at a point located 50 feet perpendicular to the center line right of way of U. S. Route 278, 1,118.61 feet West of its intersection with the center line of S. C. Route 7-44; thence S 14 degrees 33 minutes 40 seconds W for a distance of 1,196.18 feet to a point; thence 118 degrees 50 minutes 10 seconds SW, for a distance of 63.12 feet; thence 180 degrees 01 minutes 00 seconds SW for a distance of 123.01 feet; thence 180 degrees 50 minutes 00 seconds SW for a distance of 152.02 feet; thence 171 degrees 47 minutes 30 seconds SW for a distance of 151.43 feet; thence 160 degrees 18 minutes 02 seconds SW for a distance of 127.29 feet; thence 182 degrees 30 minutes 20 seconds SW for a distance of 230.74 feet; thence 193 degrees 09 minutes 20 seconds SW for a distance of 1,673.83 feet; thence S 75 degrees 26 minutes 20 seconds E for a distance of 1,467.30 feet to the point of the beginning and containing 50 acres more or less.

SUBJECT, HOWEVER, TO THE FOLLOWING:

Said property is conveyed subject to all obligations, restrictions, limitations and covenants of record in the office of the Clerk of Court for Beaufort County, South Carolina attached hereto and made a part hereof.



Revenue Stamps
Collected
127 30
Beaufort County, S. C.



1839 RV-2

TOGETHER WITH ALL and singular the rights, title and interest in and to the said premises belonging, or in any wise incident or appurtenant thereto.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said THOUSAND OAKS, A Limited Partnership of Chatham County, Georgia, its successors ~~here~~ and assigns. Forever, subject however to the restrictions of covenants set out above.

AND, the said GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said THOUSAND OAKS, A Limited Partnership of Chatham County, Georgia, its successors ~~here~~ and assigns, against all and all other persons or person lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized officers, this 15th day of December, 1972, A.D. 1972, and in the one hundred and ~~seventy-seventh~~ ^{ninety-seventh} year of the Seventy and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Patricia L. Martin
Lynn J. Schreider

THE HILSON HEAD COMPANY, INC. (SEAL)
By *Frederick C. Mack, Jr.*
President

ATTEST:
William M. Smoot
As Secretary

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

BEFORE ME personally appeared Patricia L. Martin and made oath that she saw the within named corporation by Frederick C. Mack, Jr. its President sign the within deed and William M. Smoot its Secretary attest the same, and the said corporation, by said officers, seal said deed and, as its act and deed, deliver the within written deed, that he with Lynn J. Schreider witnessed the execution thereof.

SWORN to before me this 15th day of December 1972 A.D.

Patricia L. Martin
(Witness)

Lynn J. Schreider (SEAL)
Notary Public for South Carolina

Attachment H

EXHIBIT B

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROTECTIVE COVENANTS

1841

WHEREAS, The Hilton Head Company, Inc. a corporation organized and existing under the laws of South Carolina, is owner of that certain fifty acre tract located on Hilton Head Island, Beaufort County, South Carolina as shown on the plat attached hereto and made a part hereof; and

WHEREAS, The Hilton Head Company, Inc. is desirous of placing upon the land certain restrictions and protective covenants which are more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, The Hilton Head Company, Inc. does hereby publish, set forth and declare the following protective covenants and restrictions for that certain tract as shown on that certain plat attached hereto and made a part hereof as recorded in the office of the Clerk of Court for Beaufort County, South Carolina.

1. All property in said tract shall be used for semi-residential purposes only. As used in this declaration the term "semi-residential" means buildings in the nature of multiple-unit apartment houses, condominium units, and any accompanying facilities, such as swimming pools; save and except a ten acre tract to be designated and site approved by The Hilton Head Company, Inc. which said tract may be used for a hotel and/or motel with related facilities; subject however to the restrictions hereinbelow.

2. No building, structure, or accompanying facility of any kind, including signs or other forms of advertising shall be erected, placed, or altered on any property until architectural plans, specifications, construction material and site plan have been approved in writing by The Hilton Head Company, Inc., its designated agent, successors or assigns. Primary consideration in granting or refusing such approval shall be: Quality of design, workmanship and materials; harmony of external design with existing structures, landscaping plan and location with respect to topography and finish grade elevations as well as any other appropriate and reasonable considerations including a height restriction of two stories on all units except motel or hotel units which shall have a three story height restriction and a density

1366 RV-2

Attachment H

1512

restriction of sixteen units per acre. Provided, however, that said density restriction shall not apply to any motel or hotel development or related facility. If The Hilton Head Company, Inc., its successors and assigns, do not act on an application made to them for approval within thirty (30) days after submission, such application shall be deemed approved. This 30 day automatic approval period shall not be applicable unless the applicant presents written evidence of the date of submission to the Company.

3. Property owners shall landscape the improved property included within their property lines and shall maintain the premises in a neat and attractive manner.

4. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any property at any time as a residence either temporarily or permanently.

5. Property owners shall provide within the area of their own property parking facilities to fully accommodate the automobiles of themselves and guests, such facilities to be shown on the site plan and approved by The Hilton Head Company, Inc., its successors and assigns.

6. No sewage disposal system shall be permitted on any property unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from such authority.

7. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be screened from the public view.

8. Property owners shall provide adequate service entrances which shall be screened from public view.

9. No noxious or offensive activity shall be carried on upon any property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No livestock or live fowl shall be maintained on any property without the written consent of The Hilton Head Company, Inc., its successors or assigns.

11. No live trees measuring six inches or more in diameter at a height of

1512

Attachment H

1818

four and one-half feet above ground level may be removed without the approval of The Hilton Head Company, Inc.

12. No property shall be subdivided, or its boundary lines changed, except with the written consent of The Hilton Head Company, Inc., its successors or assigns. Said consent shall not be unreasonably withheld.

13. The Hilton Head Company, Inc. hereby reserves to itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyances and use of electricity, telephone, gas, sewage, water and other public conveniences or utilities on, in or over the property conveyed hereunder. Such right may be exercised by any licensee of The Hilton Head Company, Inc., its successors or assigns, but this reservation shall not be construed as an obligation of The Hilton Head Company, Inc. its successors or assigns, to provide or maintain any such utility or service. Provided, however, that the foregoing is intended only as a general reservation of rights to the easements described, and each such easement shall be subject to a specific grant by written instrument as a condition precedent to its becoming effective, which instrument shall show the precise location and dimensions of any such easement. Such easements shall not be unreasonably withheld.

14. In the event that an owner of a unit or units within the property described herein should desire to sell his unit or units, then said property owner shall give The Hilton Head Company, Inc., its successors or assigns, an exclusive 90 day listing of such property, during which time the said company shall have the exclusive right to sell said property, and if the sale is consummated during said period, the said corporation shall be entitled to the prevailing commission of the total sales price on improved and unimproved property; and in the event the said company is unable to sell or dispose of said property at and for the price listed during the aforesaid period of time then the owner shall be free to sell and dispose of said property in such a manner as said owner shall desire. In no instance may the owner sell the property at a price less than that listed with the company, less commission, unless he has the express written consent of said company. If the property owner cannot sell the property within a one (1) year period following the

1818 RV-2

Attachment H

1814

listing by the company, the owner must again list the property with the company, for a 90 day period as above if he still desires to sell said property. This paragraph shall not apply in any way to the sale in a single transaction of all of the units in any development or phase of development on said property. No reservation of agency in favor of The Hilton Head Company, Inc. shall apply to any such sale.

15. If an owner of property within property described herein should receive an offer to purchase his property, it shall be offered for sale to the company at the same price at which the highest bona fide offer has been made for the property and with full disclosure of the intended purchaser; and the company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the company fail or refuse, within thirty (30) days after receipt of written notice of price and the terms of sale to exercise its option to purchase said property at the offered price and upon the offered terms, then the owners of said property shall have the right to sell said property subject however to all covenants and conditions and restrictions herein contained and at the exact price as submitted to the company. The owner may not solicit a purchaser by another agent or from advertising until the property owner has complied with Paragraph 14.

16. If any of the parties hereto, their heirs, successors or assigns or any property owner, or any other person or persons shall violate or attempt to violate any of these covenants herein contained, any of said parties, their heirs, successors or assigns, or any other person or persons owning, or having an economic interest (such as a mortgage) in real property situated in said tract or area or in any adjacent tract or area subject to these restrictions shall have the right to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or continuing to do so, and/or to recover damages for such violation, but neither a delay in enforcement nor a failure to enforce any one or more of said covenants shall constitute a waiver of the right to do so thereafter as to the same or any subsequent violation. All plans, specifications, and other data information submitted to The Hilton Head Company, Inc. pursuant to Paragraph 2 above shall be open to the inspection prior to approval by any person or persons owning or having an

1350 RV-2

Attachment H

economic interest in real property situated in said property.

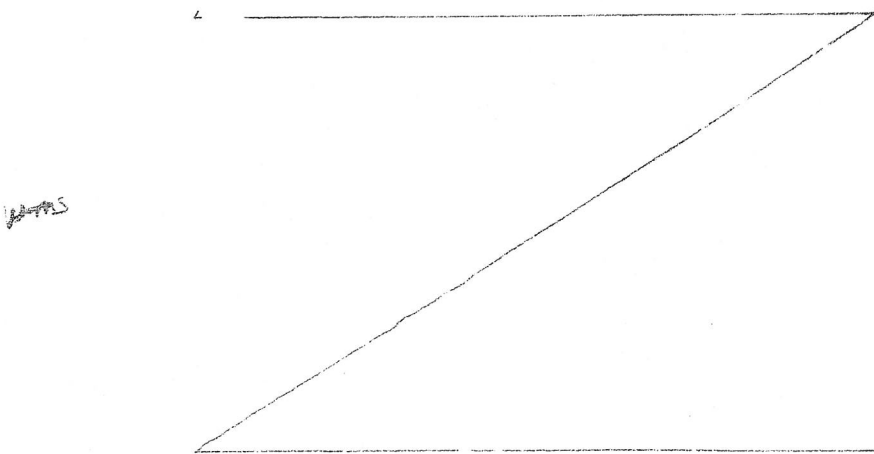
18-15

17. These restrictions incorporate all existing state and federal laws where applicable; and the invalidation of any restriction in this instrument contained, shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

18. The provisions of the foregoing paragraphs shall be construed as covenants running with the land and shall be binding upon and enforceable by any and all of the parties hereto, their agents, heirs, successors or assigns, or any other person or persons owning, or having an economic interest in real property in said subdivision or area or any adjacent subdivision or area, until January 1, 1996, after which time said covenants shall be automatically extended for successive period of ten (10) years; however, these restrictions and covenants may be amended, altered, or changed at any time by an instrument signed by the owners of a majority interest in the property and approved by The Hilton Head Company, Inc., its successors and assigns, which said approval shall not be unreasonably withheld.

20. It is understood that these covenants and restrictions do not apply to any mortgagee of any property owner in said tract of property if and when said mortgagee forecloses on a loan to said property owner or acquires property by procedure in lieu of foreclosure. However, any person purchasing from said mortgagee takes the property subject to these covenants and restrictions.

21. Should there be established a property owners association for said tract it is expressly understood that the owners hereunder will subscribe to said association upon the express written consent of the owners of a majority of the land conveyed subject to these covenants and restrictions.



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Attachment H

1846

DATED this First day of December, 1972.

WITNESS:

THE HILTON HEAD COMPANY, INC.

[Signature]
[Signature]

By: [Signature]

Attest: William M. Smoot

State of South Carolina

County of Beaufort

Personally appeared before me _____ who, on oath says that he saw the within corporation The Hilton Head Company, Inc. by Frederick C. Hack, Jr. its Vice President sign the within Instrument and that William M. Smoot its Asst. Secretary attested the same and as its act and deed, sealed said Instrument and that he with Lynn J. Scheider witnessed the execution thereof.

[Signature]

Sworn to before me this

First day of December, 1972

[Signature]

1356 002

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

THOUSAND OAKS, A Limited Part-
nership of Chatham County,
Georgia

FROM TO

THE HILTON HEAD COMPANY, INC.

1847

TITLE
TO
HILTON HEAD ISLAND PROPERTY

I hereby certify that the within deed has been
this of A.D. 19... Recorded
in Book of deeds, Page at
o'clock M.

M. W. Funderberg
Clerk of Court of Beaufort County

I hereby certify that the within deed has been
this day of A.D. 19... Trans-
ferred on Auditor's Book Page

Auditor of Beaufort County

1356842

Attachment H

EXHIBIT "J" TO NARRATIVE SUPPLEMENT

Assignment of Rights recorded in ROD in Book 521 Page 2090

2091

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

Erwin A. Friedman
Erwin A. Friedman
Doris J. [Signature]

ASSIGNEE:

HILTON HEAD CHRISTIAN ACADEMY

James B. Saba
BY: James B. Saba
Hent B. England
Attest: Hent B. England

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the within named Assignor, Erwin A. Friedman, sign, seal and, as his act and deed, deliver the foregoing Assignment of Rights and that s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Erwin A. Friedman

Sworn to and subscribed before me this 3rd day of January 1989.

Doris J. [Signature]
Notary Public for SC
My Commission Expires: 6-17-92

2092

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the within-named Assignee, Hilton Head Christian Academy, by JAMES B. SABA, its CHAIRMAN and attested to by KENT B. ENGLAND, its SECRETARY, sign, seal and, as its act and deed, deliver the foregoing Assignment of Rights and that s/he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Hathleen A. Sheaffer

Sworn to and subscribed before me
this 5th day of January 1989.

David J. [Signature]
Notary Public for SC
My Commission Expires: 6-17-92

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

2093

EXHIBIT A

ALL that certain lot, tract or parcel of land situate, lying and being 12.16 acres of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina, being more particularly described as follows:

Commencing at the intersection of the center line of Matthews Drive and the center line of U.S. Highway 278, and proceeding thence North 75° 26' 20" West a distance of 2,608.17 feet to a point; proceeding thence South 14° 32' 15" West a distance of 1,000.13 feet to a point marked by a found concrete monument which marks the point of beginning of the property herein described.

Proceeding thence South 75° 26' 20" East a distance of 618.74 feet to a point marked by a found concrete monument; proceeding thence North 62° 18' 20" East a distance of 77.34 feet to a point marked by a set concrete monument; proceeding thence along a curve to the right having a radius of 30 feet an arc distance of 73 feet to a point marked by a set concrete monument; proceeding thence South 12° 49' 15" East a distance of 488.64 feet to a point marked by a set concrete monument; proceeding thence South 75° 33' East a distance of 90.20 feet to a point marked by a set concrete monument; proceeding thence South 14° 27' West a distance of 82.22 feet to a point marked by a set concrete monument; proceeding thence North 87° 30' 55" West a distance of 40.31 feet to a point; proceeding thence North 85° 04' West a distance of 317.78 feet to a point marked by a found old concrete monument; proceeding thence North 46° 25' 15" West a distance of 44.35 feet to a point marked by a stake; proceeding thence North 84° 11' West a distance of 60.50 feet to a point marked by a found concrete monument; proceeding thence North 5° 49' East a distance of 30.04 feet to a point marked by a found concrete monument; proceeding South 84° 11' East a distance of 60.50 feet to a point marked by a stake; proceeding thence South 5° 49' West a distance of 30.04 feet to a

point marked by a stake; proceeding thence South 46° 25' 15" East a distance of 44.35 feet to a point marked a found old concrete monument; proceeding thence North 85° 05' 55" West a distance of 582.91 feet to a point marked by an old stone; proceeding thence South 79° 54' 15" West a distance of 231.24 feet to a point marked by a found concrete monument; proceeding thence North 14° 32' 15" East a distance of 712.15 feet to a point marked by the found concrete monument which marks the point of beginning of the property herein described.

The 0.04 acre tract designated as the "Lift Station Site" on the plat described below is specifically excluded from the property described herein, this being the description of the 12.2 acre tract shown on said plat, specifically saving and excluding therefrom the 0.04 acre tract designated as the "Lift Station Site."

For a more particular description of said property, reference is made to that certain plat prepared by Nussey, Gay & Bell, Consulting Engineers on April 23, 1982, of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina, which plat is recorded in the office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30, Page 125, said real property being shown upon said plat as having the metes and bounds described above.

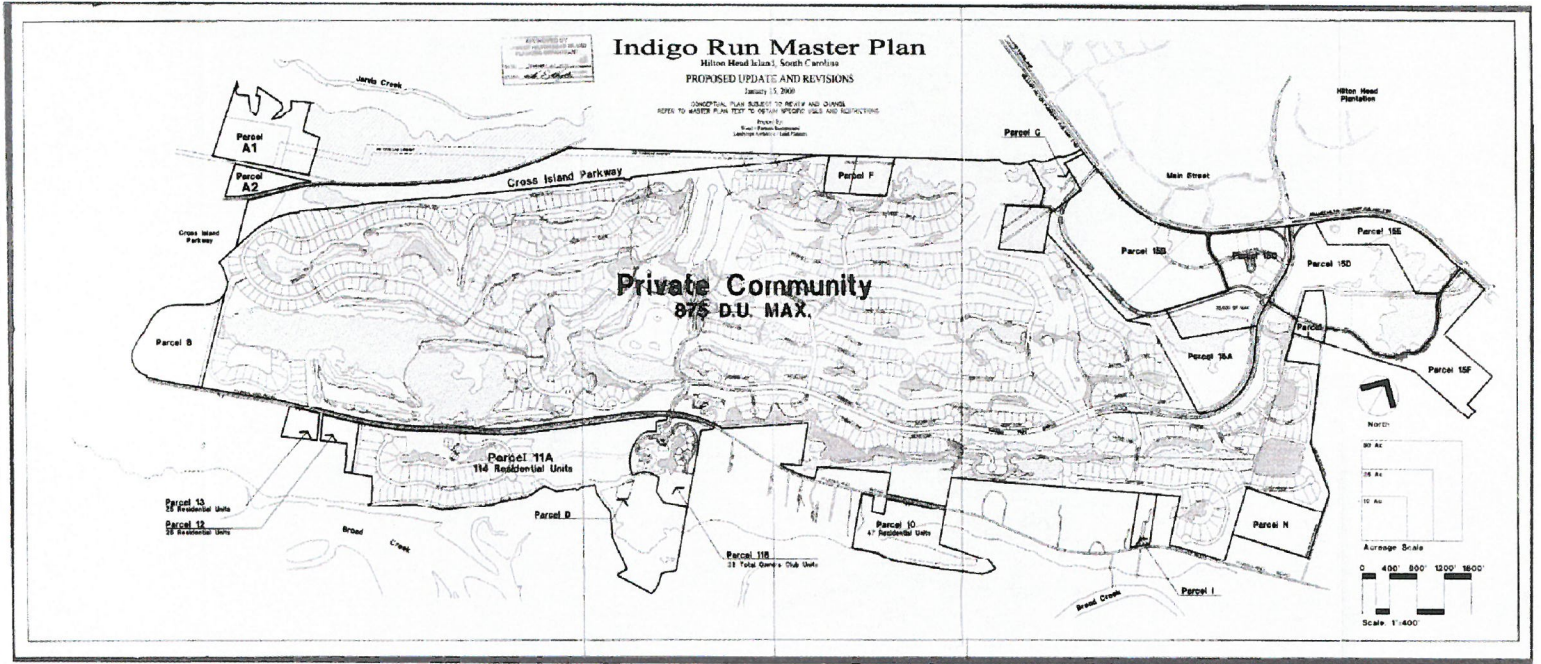
Black & Biel

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
10:48 O'CLOCK	JAN 27 1989	521 PAGE
A		2090
<i>Lloyd S. Dalton</i> REGISTER OF MESSE CONVEYANCE		

EXHIBIT "K" TO NARRATIVE SUPPLEMENT

Indigo Run Master Plan revised January 25, 2000

Attachment H



Attachment H

EXHIBIT “K-1” TO NARRATIVE SUPPLEMENT

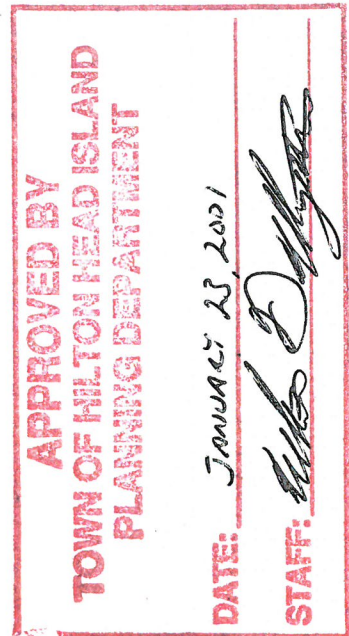
Town Ordinance No. 2000-01, Chart I, Definitions

Attachment H

January 1, 1992
Last Revised January 25, 2000
ZMA990009
Ordinance No. 2000-01

INDIGO RUN MASTER PLAN TEXT
PD-1 Zoning District

CHART I
DEFINITIONS



1. RESIDENTIAL

- a. Land uses consisting of single family (full size and patio sized lots and attached and detached single family), and multi-family (attached residential including both short term and long term rentals).
- b. This land use also may include community maintenance and operations facilities, minor utility sub-stations, such as a phone or cable company switching station, and water, sewer and cable television facilities.

2. PRIVATE AND SEMI-PRIVATE RECREATION

Land uses which include but are not limited to golf courses, clubhouses and other golf related amenities/facilities (such as, but not limited to, maintenance facilities, cart barns, etc.) swimming pools, tennis courts, playgrounds, pavilions, bathhouses, multi-purpose buildings, community buildings, and other complementary active and passive uses which may be private and/or semi-private. Any such facility may be lighted for night use.

3. PUBLIC RECREATION

- a. Land uses consisting of private and semi-private recreation, indoor and outdoor lighted and unlighted recreation facilities, establishments and services which include active and passive sports, entertainment and equestrian facilities, and restaurants serving such public recreational facilities.
- b. Specifically excluded are outdoor multi-purpose amusement parks, waterslides, wave pools, go-cart tracks, automobile or other mechanized vehicle race tracks, mazes, rifle-range/shooting galleries, ferris wheels, roller coasters and displays of fiberglass or artificial animals, monsters or beasts.

4. COMMERCIAL

Land uses consisting of offices and retail commercial businesses.

5. RETAIL COMMERCIAL

Establishments engaged in selling goods or merchandise to the general public for personal or household consumption (e.g. shopping centers, super markets, department stores, convenience stores, gas stations, etc.) and rendering services incidental to the sale of such goods; and establishments providing services or entertainment to the general public, including but not limited to eating and drinking establishments, personal service businesses, automobile service and repair businesses and entertainment establishments (e.g. movie theaters, bowling alleys, video arcades).

6. INSTITUTIONAL

Land uses consisting of civic, cultural, municipal, governmental, educational, medical, research, or other similar facilities which may include dormitories or other similar living quarters for students, staff, faculty and professionals.

7. CONGREGATE CARE FACILITY

A facility which provides housing and one or more personal services for the elderly, which may include limited nursing services but which does not include nursing home care. Such facilities may provide common areas for the exclusive use of the residents and their guests (e.g. central dining facilities, recreation facilities, meeting rooms, beauty/barber shops). Units that do not contain kitchen facilities shall be calculated at a rate of 2.88 congregate care facility units equaling 1 residential dwelling unit.

END CHART I

Attachment H

CHART II
LAND USE SUMMARY

Parcel No.'s and Land Uses	Total Residential Units	Approx. Gross Acreage
Private Community	875	_____
<ul style="list-style-type: none"> • Residential • Private/Semi-Private Recreation 		
Parcel 10	47	28.59
<ul style="list-style-type: none"> • Residential • Private/Semi-Private Recreation 		
Parcel 11-A	114	_____
<ul style="list-style-type: none"> • Residential • Private/Semi-Private Recreation 		
Parcel 11-B	28	_____
<ul style="list-style-type: none"> • Residential • Divisible Dwelling Units • Interval Occupancy • Private/Semi-Private Recreation 		
Parcel 12	25	10.07
<ul style="list-style-type: none"> • Residential • Private/Semi-Private Recreation 		
Parcel 13	25	4.64
<ul style="list-style-type: none"> • Residential • Private/Semi-Private Recreation 		
Parcel 15-A		_____
<ul style="list-style-type: none"> • Single Family Residential 	44	
Parcel 15-B		_____
<ul style="list-style-type: none"> • Retail Commercial, not to exceed 7,000 square feet per net acre 	Not applicable	

Attachment H

Parcel No.'s and Land Uses	Total Residential Units	Approx. Gross Acreage
Parcel 15-C		_____
• Non-retail Commercial, not to exceed 10,000 square feet per net acre (except as otherwise shown on the Master Plan Map)	Not applicable	
Parcel 15-D		_____
• Residential	252	
• Congregate Care Facility	47	
Parcel 15-E		_____
• Commercial, not to exceed 50,000 square feet total	Not applicable	
Parcel 15-F		_____
• Commercial, not to exceed 10,000 square feet per net acre for retail, or 20,000 square feet for non-retail	Not applicable	
• Public Recreation		
• Institutional, not to exceed 10,000 square feet per net acre		

Note: Acreages shown are approximate and as such are not to be construed as survey accurate or as legal descriptions.

END CHART II

Attachment H

CHART III LAND USE SUMMARY FOR TRACTS A-N

Chart V identifies the approved land use designations, densities, specific site requirements and any limitations or restrictions that apply to those properties (Tracts A, B, D, E, F, G, I, L and N) in the Town's original application (ZMA-8-91) for changes to the Indigo Run Master Plan that are included as a part of the revised Master Plan.

Tract Identification and Land Uses	Total Residential Units	Approx. Gross Acreage
Parcel A-1		
• Residential	141	32.98
• Private/Semi-Private Recreation		
Parcel A-2		
• Residential	29	7.038
• Private/Semi-Private Recreation		
• Church with accessory uses (not to exceed 5,000 square feet per net acre)		
Parcel B	204	25.08
• Residential		
• Private/Semi-Private Recreation		
Parcel D	Not Applicable	0.75
• Pine Field Cemetery		
Parcel F	50	12.73
• Residential		
• Private/Semi-Private Recreation		
Parcel G	Not Applicable	2.64
• Power Sub-Station and other utilities services		
• Waste Transfer Station		
Parcel I	Not Applicable	4.41
• Light Industrial		
Parcel L	Not Applicable	5.79
• Existing Concrete Plant		

Attachment H

Tract Identification and Land Uses	Total Residential Units	Approx. Gross Acreage
<p>Parcel N</p> <ul style="list-style-type: none"> • School (Grades K through 12) to include the following facilities: parking, classrooms, gymnasiums, swimming pool, auditorium, and administrative buildings. • Single Family detached Residential not to exceed 4 Dwelling Units per net acre of the parcel devoted to residential (Note: A maximum of 95 units are permitted if the entire parcel is developed for residential dwellings). • Non-commercial recreational areas to include the following: baseball facilities, soccer and football fields, nature trails, and gardening areas; but only in connection with a school. • Access to any school or recreational facility shall be exclusively from Leg O Mutton Road. • Required buffers shall be increased to a minimum of 150 feet along property lines for all recreational and school uses. • Interval Occupancy units are prohibited. • Dwelling Units permitted for this tract are not transferable to or from other parcels/tracts within the Indigo Run Master Plan. 	Not Applicable	23.81
<p>MAXIMUM RESIDENTIAL UNITS</p> <p>TOTAL GROSS ACRES (+/-)</p>	<p>482</p> <p style="margin-top: 10px;"><i>1976</i></p>	<p>126.4</p>

END CHART III

Attachment H

EXHIBIT "L" TO NARRATIVE SUPPLEMENT

Letter from Jeremy Clarke, CEO of the Hilton Head Hospital



January 18, 2019

Planning Commission and
Town Council of the Town of Hilton Head Island

Re: Zoning Map Amendment – Hilton Head Christian Academy Campus

Dear Ladies and Gentlemen:

This letter is provided by the Hilton Head Hospital in support of the proposed zoning map amendment and redevelopment of the Hilton Head Christian Academy Campus into a new multi-family apartment community. Tenet Health System's Hilton Head Hospital employs more than 700 personnel at its Hilton Head Island campus. The addition of quality residential housing opportunities is a well-known and much discussed need in our community, and the approval and development of this apartment community will provide a viable housing option for Hospital personnel and other employees working on Hilton Head. On behalf of the Hilton Head Hospital, it is respectfully requested that the Planning Commission and Town Council favorably view and approve this zoning map amendment and the development as proposed.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Clark", with the date "1/22/19" written next to it.

Jeremy Clark
Market Chief Executive Officer
Hilton Head Regional Healthcare

Attachment H

EXHIBIT "M" TO NARRATIVE SUPPLEMENT

Copy of "will serve" letter HHI PSD #1

Attachment H

COMMISSIONERS

Bob Manne, Chair
Bob Gentzler, Vice-Chair
Gary Kratz, Treasurer
David McCoy, Secretary
Frank Drehwing
Herbert Ford
Patti Soltys



EXECUTIVE STAFF

J. Pete Nardi, General Manager
Larry M. Sapp, Chief Financial Officer
William C. Davis, Operations Manager

HILTON HEAD PUBLIC SERVICE DISTRICT

December 19, 2018

Jay Stasi
Spandrel Development Partners

Re: 55 Gardner Drive
R510-008-000-098A-0000

Dear Jay,

Hilton Head Public Service District has water and sewer availability to serve the above location.

Sincerely,

A handwritten signature in blue ink that reads "William Davis".

William Davis
Operations Manager

Attachment H

EXHIBIT “M-1” TO NARRATIVE SUPPLEMENT

Copy of “will serve” letter Palmetto Electric Cooperative



1 Cooperative Way

Hardeeville, SC 29927

843-208-5551

December 18, 2018

Mr. Jay Stasi
Spandrel Development Partners
Jstasi@spandreldevelopment.com

Re: 55 Gardner Drive

Dear Jay:

Palmetto Electric Cooperative, Inc. ("PECI") has ample power available to serve the above-referenced project. A redline drawing will be provided when the electrical load requirements and a detailed drawing have been received. There may be "Aid-in-Construction" charges for line extensions, relocations, or special grades of service as described in PECI policies.

Thank you for your cooperation in this matter. Please contact me at (843) 208-5512 or via email thutchinson@palmetto.coop if you have any questions or if I may be of further assistance.

Sincerely,

PALMETTO ELECTRIC COOPERATIVE, INC.

A handwritten signature in blue ink that reads "Tim Hutchinson".

Tim Hutchinson
System Engineer

TH:mhl

c: Mr. José-Luis Aguilar, PECI
Mr. Corey Tuten, PECI
Mr. Matt Loxley, PECI



Attachment H



February 5, 2019

Jay Stasi, VP of Construction
Spandrel Development
205 E 42nd St, 20th Floor
New York, NY 10017

Dear Mr. Stasi:

SUBJ: Letter of Intent to Provide Service for: **55 Gardner Drive, HHI**

Hargray Engineering Services has reviewed the master plan for the above referenced project. Hargray Communications has the ability and intent to serve the above referenced project. Forward to our office a digital copy of the plan that has been approved by the county/town for use with Microstation or AutoCAD. Our office will then include owner/developer conduit requirements on the approved plan and return to your office.

By accepting this letter of intent to serve, you also accept sole responsibility to forward the requirements and Project Application Form to the owner/developer. The Project Application Form identifies the minimum requirements to be met as follows:

- Commercial buildings – apartments – villas: Minimum 4 inch diameter conduit Schedule 40 PVC with pull string buried at 24 to 30 inch depth, from the equipment room or power meter location to a point designated by Hargray at the road right-of-way or property line. **Conduits are required from each building site and multiple conduits may apply.**
- Commercial buildings with multiple "units" may require conduit(s) minimum ¾" from main equipment entry point to termination point inside unit. Plenum type ceilings require conduits or flame retardant Teflon wiring to comply with code.
- Hotel or large commercial project requirements would be two (2) 4 inch diameter Schedule 40 PVC underground conduits.
- Equipment rooms to have ¾ inch 4'x8' sheet of plywood mounted on wall to receive telephone equipment.
- A power ground accessible at equipment room or an insulated #6 from the service panel or power MGN to the backboard.
- Residential wiring requires CAT5E wiring (4 or 6 Pair) twisted wire for Telephone and Data. Industry Standard.
- All interior wiring should be pulled to the area immediately adjacent to the plywood backboard or power meter location. A minimum of 5' of slack is required for terminations.

Aid in or Aid to Construction may apply to certain projects.

Easements are required prior to installing facilities to your site.

Should there be any changes or additions to the original master plan, this letter will only cover those areas which are shown on the original master plan. All changes or additions would require another Letter of Intent to supply service. All costs incurred by the Telephone Company resulting from any requested change or failure to comply with minimum requirements shall be borne by the Developer. **Commercial projects require pre-construction meeting with Telco Company to review requirements.** I am available to discuss these requirements in more detail at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney Cannon", written over a horizontal line.

Rodney Cannon
Interim Manager, Facilities Engineering
843-815-1697

Attachment H

**Requirement for
Letter of Intent to
Provide Service**

HARGRAY COMMUNICATIONS COMPANY, INC

**Engineering Services
Construction Application**

CONTACT INFORMATION

Project Owner Name: SDP HHI, LLC	Phone No.: 646.747.2200
Address: 205 E. 42nd St. 20th Floor	City, State, Zip New York, NY 10017
Developer Name: Spandrel Development	Phone No.: 646.747.2200
Address: 205 E. 42nd St. 20th Floor	City, State, Zip New York, NY 10017
Project Manager Name: Ward Edwards, Inc. /	Phone No.: 843-837-5250
Address: PO Box 381	City, State, Zip Bluffton, SC 29910

PROJECT INFORMATION

Project Name/Location 55 Gardner Drive Hilton Head Island, SC 29926	Lots
Proposed Start and Finish Dates 07/2020 - 11/2021	Condominium Units
No. of Phases 1	Units Per Phase 300
Comments:	Commercial Sq. Ft.

REQUIREMENTS INFORMATION

APPLICATION REQUIREMENTS

PROJECT REQUIREMENTS

****Engineering note: Check boxes that apply to applicant.**

These must be in place before service can be provided.

Hargray Communications Company Inc must have copies of the following items before we can furnish a "Letter of Intent" and schedule your project.

One copy of development or site plans indicating property and/or lot lines, proposed buildings, roads, parking, water, sewer and drainage layout.

Digital copy of county/town approved plan.

- * Commercial Buildings-Apartments-Villas - Hotels
Minimum 4 inch diameter conduit Sch. 40 PVC with pull string buried at 24 to 30 inch depth, from the equipment room or power meter location to a point designated by Hargray at the road right-of-way or property line. **Conduits are required from each building site & multiple conduits may apply.**
- * Commercial buildings with multiple "units" may require conduit(s) minimum 3/4" from main equipment entry point to termination point inside unit. Plenum type ceilings require conduits or flame retardant Teflon wiring to comply with code.
- A dedicated 110-volt, 20 amp circuit with a four way outlet to power external equipment for the site. For Commercial Application.
- Equipment rooms to have 3/4 inch 4'X8' sheet of plywood mounted on wall to receive telephone equipment.**
- A power ground accessible at equipment room or an insulated #6 from the service panel or power MGN to the backboard.**
- Residential wiring requires CAT5E wiring (4 or 6 Pair) twisted wire for Telephone and Data (industry standard).
- CATV inside wiring will be RG6 foil wrapped 66% braid minimum, home run to each outlet.**
- All interior wiring should be pulled to the area immediately adjacent to the plywood backboard or power meter location. A minimum of 5' of slack is required for terminations.
- A 120 AC 15 A dedicated power outlet is to be located in the service yard to supply AC power to the ONU. Power to the ONU will be provided through a Pull Out Disconnected Switch, manufactured by Square D Company, or equivalent. The Horsepower Rating for the disconnect switch is 240VAC max, 60A, not fusible.
- Easements are required.

* Commercial projects require pre-construction meeting with Telco/CATV Company to review requirements.

I understand and agree to provide or meet the application and project requirements as stated above and to inform the contractor/builder of these requirements. I understand that if the project design changes or the proposed start date is delayed by nine (9) months or more, that I must submit a new application. All costs incurred by TELCO resulting from any requested change or failure to comply with minimum requirements, shall be borne by the Developer. **Aid in or Aid to Construction may apply to certain projects.**

			2/4/19
Applicant/Representative	Date	Engineering Services Representative	Date

Hargray Engineering Services; P.O. Box 3380, Bluffton, SC 29910; Bluffton (843) 815-1676, FAX 815-6201

Attachment I

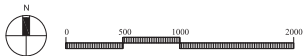


Project No: 01-18055

Date: 01-18-19

Scale: 1" = 500'-00"

Page Title: AERIAL IMAGE MAP



Document is preliminary and subject to change.
2013 Wood+Partners Inc., 7 Lafayette Place, Hilton Head Island, SC 29928 Tel. 843-681-4618 Fax 843-681-7086, www.woodpartners.com

Spandrel Multifamily (Former HHCA Site) **Wood+Partners Inc.** **WPI**
Landscape Architects
Landscape Planners

PO Box 25446 • Hilton Head Island, SC 29925
843.881.8816 • Fax 843.881.1188 • www.woodpartners.com

Attachment I

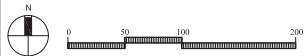


Project No: 01-18055

Date: 01-18-19

Scale: 1" = 50'-00"

Page Title: EXISTING CONDITIONS



Spandrel Multifamily (Former HHCA Site) **Wood+Partners Inc.** **WPI**
Hilton Head Island, SC
Landscape Architects
Land Planners

Document is preliminary and subject to change.
2013 Wood+Partners Inc., 7 Lafayette Place, Hilton Head Island, SC 29928 Tel: 843-681-4618 Fax: 843-681-7086, www.woodpartners.com

PT Box 25446 • Hilton Head Island, SC 29925
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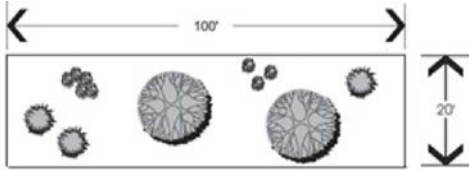

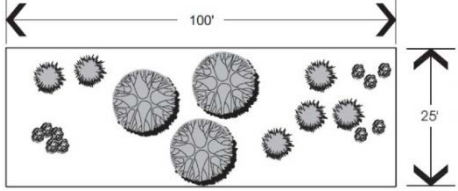
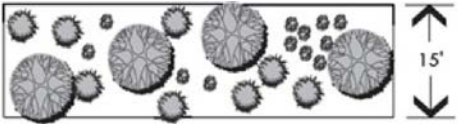
ATTACHMENT J

Setbacks and Buffers for Existing and Proposed Uses on the Subject Property

*Hilton Head Christian Academy is an Institutional Use

Existing, Designated Uses	Town-owned parcel to the north	Sandalwood Terrace	Undeveloped Southwood Park Drive right-of-way	Old Woodlands	Town-owned parcel to the south	Hilton Head PSD	Gardner Drive
Commercial Use Setback	30 ft, 60°	25 ft, 75°	20 ft, 60° Setback Type A Buffer	25 ft, 75°	30 ft, 60°	20 ft, 75°	40 ft, 70° Setback Type B Buffer
Commercial Use Buffer	Type C	Type B		Type C	Type C	No buffer	
Public Recreation Use Setback	20 ft, 75°	20 ft, 75°		20 ft, 75°	20 ft, 75°	25 ft, 75°	
Public Recreation Use Buffer	Type A	No buffer		Type A	Type A	Type B	
Institutional Use* Setback	30 ft, 60°	25 ft, 75°		25 ft, 75°	30 ft, 60°	20 ft, 75°	
Institutional Use* Buffer	Type C	Type B		Type C	Type C	No buffer	
Proposed Uses	Town-owned parcel to the north	Sandalwood Terrace	Undeveloped Southwood Park Drive right-of-way	Old Woodlands	Town-owned parcel to the south	Hilton Head PSD	Gardner Drive
Institutional Use* Setback	30 ft, 60°	25 ft, 75°	20 ft, 60° Setback Type A Buffer	25 ft, 75°	30 ft, 60°	20 ft, 75°	40 ft, 70° Setback Type B Buffer
Institutional Use* Buffer	Type C	Type B		Type C	Type C	No buffer	
Multifamily Residential Use Setback	20 ft, 75°	20 ft, 75°		20 ft, 75°	20 ft, 75°	25 ft, 75°	
Multifamily Residential Use Buffer	Type A	No buffer		Type A	Type A	Type B	

ATTACHMENT K

LMO TABLE 16-5-103.F, BUFFER TYPES		
MINIMUM BUFFER WIDTH AND SCREENING REQUIREMENTS		
TYPE A BUFFER		
This buffer includes low- <i>density</i> screening designed to partially block visual contact and create spatial separation between <i>adjacent uses</i> or between <i>development</i> and <i>adjacent streets</i> with low traffic volumes.		
Option 1		Width: 20 feet <i>Overstory trees</i> : 2 every 100 linear ft <i>Understory trees</i> : 3 every 100 linear ft Evergreen shrubs: 8 every 100 linear ft
Option 2		Width: 10 feet <i>Overstory trees</i> : 2 every 100 linear ft <i>Understory trees</i> : 4 every 100 linear ft Evergreen shrubs: 10 every 100 linear ft
TYPE B BUFFER		
This buffer includes low- to medium- <i>density</i> screening designed to create the impression of spatial separation without significantly interfering with visual contact between <i>adjacent uses</i> or between <i>development</i> and <i>adjacent</i> minor arterials.		
Option 1		Width: 25 feet <i>Overstory trees</i> : 3 every 100 linear ft <i>Understory trees</i> : 6 every 100 linear ft Evergreen shrubs: 10 every 100 linear ft
Option 2		Width: 25 feet <i>Overstory trees</i> : 3 every 100 linear ft <i>Understory trees</i> : 6 every 100 linear ft Evergreen shrubs: 10 every 100 linear ft

ATTACHMENT K

LMO TABLE 16-5-103.F, BUFFER TYPES		
MINIMUM BUFFER WIDTH AND SCREENING REQUIREMENTS		
TYPE C BUFFER		
This buffer includes medium- <i>density</i> screening designed to eliminate visual contact at lower levels and create spatial separation between <i>adjacent uses</i> .		
Option 1		<p>Width: 25 feet</p> <p>Overstory trees: 3 every 100 linear ft</p> <p>Understory trees: 5 every 100 linear ft</p> <p>A solid wall or fence at least 3 ft high or a solid evergreen hedge at least 3 ft high and 3 ft wide</p>
Option 2		<p>Width: 15 feet</p> <p>Overstory trees: 4 every 100 linear ft</p> <p>Understory trees: 6 every 100 linear ft</p> <p>A solid wall or fence at least 3 ft high or a solid evergreen hedge at least 3 ft high and 3 ft wide</p> <p>At least 50% of all trees must be evergreen</p>
TYPE D BUFFER		
This buffer includes high- <i>density</i> screening designed to eliminate visual contact up to a height of six feet and create a strong spatial separation between <i>adjacent uses</i> . A Type D buffer is required adjacent to all loading areas per Section 16-5-107.H.8.d, Buffering of Loading Areas.		
Option 1		<p>Width: 30 feet</p> <p>Overstory trees: 5 every 100 linear ft</p> <p>Understory trees: 6 every 100 linear ft</p> <p>Evergreen shrubs: 25 every 100 linear ft and at least 6 ft high at maturity</p> <p>At least 50% of all trees must be evergreen</p>
Option 2		<p>Width: 20 feet</p> <p>Overstory trees: 6 every 100 linear ft</p> <p>Understory trees: 8 every 100 linear ft</p> <p>A solid wall or fence at least 6 ft high or a solid evergreen hedge at least 6 ft high and 3 ft wide</p> <p>At least 50% of all trees must be evergreen</p>

ATTACHMENT K

LMO TABLE 16-5-103.F, BUFFER TYPES		
MINIMUM BUFFER WIDTH AND SCREENING REQUIREMENTS		
TYPE E BUFFER		
<p>This buffer provides greater spacing and medium-<i>density</i> screening designed to define “green” corridors along major arterials.</p>		
Option 1		<p>Width: 50 feet <i>Overstory trees</i>: 4 every 100 linear ft <i>Understory trees</i>: 5 every 100 linear ft Evergreen shrubs: 20 every 100 linear ft and at least 3 ft high at maturity</p>
Option 2		<p>Width: 35 feet <i>Overstory trees</i>: 5 every 100 linear ft <i>Understory trees</i>: 7 every 100 linear ft Evergreen shrubs: 25 every 100 linear ft and at least 3 ft high at maturity At least 50% of all <i>trees</i> must be evergreen</p>
<ol style="list-style-type: none"> 1. Required overstory trees shall be distributed and spaced to maximize their future health and effectiveness as buffers. Other required vegetation shall be distributed within the buffer as appropriate to the function of the buffer. 2. Where an adjacent use is designed for solar access, understory trees may be substituted for overstory trees. 3. Fences or walls within an adjacent street or use buffer shall comply with the standards of Sec. 16-5-113, Fence and Wall Standards. 4. A berm may be provided in conjunction with the provision of a hedge, fence, or wall to achieve height requirements, provided its side slopes do not exceed a ratio of three horizontal feet to one vertical foot and the width of its top is at least one-half its height. 5. If a buffer length is greater or less than 100 linear feet, the planting requirements shall be applied on a proportional basis, rounding up for a requirement that is 0.5 or greater, and down for a requirement that is less than 0.5. (For example, if the buffer length is 150 linear feet, and there is a requirement that 5 overstory trees be planted every 100 linear feet, 8 overstory trees are required to be planted in the buffer (1.5 x 5 = 7.5, rounded up to 8)). 6. Minimum buffer widths and minimum planting requirements for adjacent street buffers may be reduced by up to 30 percent in the S District, 20 percent in the RD and IL Districts, and 15 percent in all other districts, on demonstration to the Official that: <ol style="list-style-type: none"> a. The reduction is consistent with the character of development on surrounding land; b. Development resulting from the reduction is consistent with the purpose and intent of the adjacent setback standards; c. The reduction either (a) is required to compensate for some unusual aspect of the site or the proposed development, or (b) results in improved site conditions for a development with nonconforming site features; d. The reduction will not pose a danger to the public health or safety; e. Any adverse impacts directly attributable to the reduction are mitigated; 		

ATTACHMENT K

- f. The reduction, when combined with all previous reductions allowed under this provision, does not result in a cumulative reduction greater than a 30 percent in the S District, 20 percent in the RD and IL Districts, or 15 percent in all other districts; and
 - g. In the S, RD, and IL districts, there are no reasonable options to the reduction that allow development of the site to be designed and located in a way that complies with LMO standards.
7. Minimum buffer widths and minimum planting requirements for adjacent use buffers may be reduced by up to 10 percent any district on demonstration to the Official that:
 - a. The reduction is consistent with the character of development on surrounding land;
 - b. Development resulting from the reduction is consistent with the purpose and intent of the adjacent setback standards;
 - c. The reduction either (a) is required to compensate for some unusual aspect of the site or the proposed development, or (b) results in improved site conditions for a development with nonconforming site features;
 - d. The reduction will not pose a danger to the public health or safety;
 - e. Any adverse impacts directly attributable to the reduction are mitigated; and
 - f. The reduction, when combined with all previous reductions allowed under this provision, does not result in a cumulative reduction greater than a 30 percent in the S District, 20 percent in the RD and IL Districts, or 15 percent in all other districts.

MEMORANDUM

TO: Town Council

FROM: Stephen G. Riley, ICMA-CM, Town Manager

RE: Proposed Ordinance Number 2019-11 Committees of Council

DATE: March 6, 2019

Recommendation: Staff recommends approval of Proposed Ordinance 2019-11, amending Section 2-5-60 (Committees of Council) of the Town code.

Summary: At the March 5, 2019 Town Council meeting, Council directed that an ordinance be brought forth which would amend Section 2-5-60 to reduce the number of standing committees of Town Council to four, the Finance and Administrative Committee, Intergovernmental Committee, Community Services Committee, and Public Planning Committee. By combining the former committees to these four standing committees, the workload of the standing committees would be more evenly distributed between the standing committees and reduce the number of meetings Council members must attend.

It is anticipated that the mission and areas of focus of each committee would be as follows:

Finance and Administration Committee

Mission: Review and analyze the Town's budgets and financial statements, including balance sheet management, vendor contracts, Accommodations Tax funds, and the Town's Designated Marketing Organization. Establish and measure annual performance goals for the Town Manager and perform evaluations of such services. Monitor the performance of the Town's Designated Marketing Organization. Determine the manner and method by which the Town will conduct an annual performance review of the Town Manager.

Areas of Focus:

- Budget process
- Town revenues and expenditures
- Fee structures
- Personnel issues
- Town attorney matters
- Procurement process review
- All other financial/administrative issues
- Designated Marketing Organization
- Accommodations/Hospitality Taxes

Community Services Committee

Mission: Review, discuss and evaluate in greater detail specific issues that directly impact the quality and sustainability of Town infrastructure, Town owned facilities and Town owned property. Manage the Town's Talent Bank and make recommendations for board or committee appointments to Town Council. Consider the efficiency and effectiveness of Town provided services to include, parks and recreation, arts and culture, water and sewer services, pathways and pathway safety, roads, drainage, and other matters for which the Town is the identified service provider or works closely with an identified service provider.

Work with the Town Manager to coordinate the solicitation of grants available to the Town for infrastructure or community services related projects. Review, discuss and evaluate in greater detail specific issues related to matters of public safety and the provision of public safety services such as fire response, emergency medical services, law enforcement, beach operations, litter control and enforcement, animal control, and matter related to Town code enforcement.

Areas of Focus:

- Public infrastructure, facilities, lands
- CIP/TIF matters
- Appointments to boards and committee
- Parks and recreation
- Arts and culture
- Mitchelville/Gullah Geechee matters
- Hilton Head Island Fire Rescue
- Beaufort County Sheriff's Office
- Beach operations
- Litter
- Code enforcement
- Hurricane response and resiliency

Intergovernmental Committee

Mission: Build relationships with local, county, state and federal governments and departments, as well as formulate positions for Town Council review, adoption and conveyance to such entities pertaining to matters of local, state or federal legislation. Develop an annual list of legislative policy goals and objectives to be communicated to the South Carolina Municipal Association and to receive periodic reports from representatives of the Beaufort County Legislative Delegation. Work with regional governmental bodies such as the Beaufort County Economic Development Corporation, Southern Lowcountry Regional Plan Group, and the Lowcountry Area Transportation Study Group.

Areas of Focus:

- Matters relating to other governmental entities
- Regionalism
- Matters relating to pending or proposed legislation
- Economic Development

Public Planning Committee

Mission: Review and make recommendations to Town Council for matters pertaining to planning, zoning, land use, growth management, redevelopment, affordable housing, workforce development, Board of Zoning Appeals, Planning Commission, and matters related to the Town's Land Management Ordinance.

Areas of Focus:

- Matters related to community development
- Zoning
- Land use
- Workforce development
- Land Management Ordinance
- Comprehensive Plan
- Design Review Board
- Building Codes
- Construction Board of Adjustment Appeals

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2019-11

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO AMEND TITLE 2 GENERAL GOVERNMENT AND ADMINISTRATION OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA BY AMENDING CHAPTER 5 (MEETINGS OF COUNCIL AND RULES OF PROCEDURE) SECTION 2-5-60, COMMITTEES OF COUNCIL; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinance 2015-05, amending Section 2-5-60 for the purpose of codifying Town Council Standing Committees, namely the Finance and Administrative Committee, Intergovernmental Relations Committee, Community Services Committee, Public Planning Committee, Public Facilities Committee, and the Public Safety Committee; and

WHEREAS, the purpose of the Town Council Standing Committee system is to facilitate a more efficient Town Council system within the Town Council/Manager form of government and to allow for in-depth analysis of issues, proposed ordinances, and other Town-related matters; and

WHEREAS, the Town Council now desires to amend Section 2-5-60 by reducing the number of standing committees of Town Council to four, the Finance and Administrative Committee, Intergovernmental Committee, Community Services Committee, and Public Planning Committee.

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

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

Section 1. Sec. 2-5-60. - Committees of council.

- (a) The Town Council shall have standing committees to assist in the efficient operation of the Town Council, namely the Finance and Administrative Committee, Intergovernmental ~~Relations~~ Committee, Community Services Committee, **and** Public Planning Committee, ~~Public Facilities Committee, and Public Safety Committee~~. Each committee shall be composed of three (3) Town Council members and an alternate, who shall also be a member

of council. The Mayor shall appoint the members and the alternate and shall designate a chairman.

- (b) The Town Council may appoint, by resolution, such other committees i.e. non-standing committees, composed exclusively of council members as it shall deem necessary and appropriate for the efficient operation of the Town Council. To assist such council committees, the Town Council may appoint town resident citizens to serve as committee members. The term of the committee membership of any town resident citizen shall be as prescribed by resolution, but in no event shall the term of any committee extend beyond the term of the then sitting council.
- (c) The Town Council may, by resolution, adopt rules and procedures to guide the operation of standing committees. The Town Council may, at the time of the creation of any other committees of council, as part of the resolution creating the committee, or separately, adopt rules and procedures to guide the conduct of such committees.

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 adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF APRIL, 2019.

By: _____
John McCann, Mayor

ATTEST:

By: _____
Krista Wiedmeyer, Town Clerk

First Reading: _____
Second Reading: _____

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member:_____

MEMORANDUM

TO: Town Council

FROM: Stephen G. Riley, ICMA-CM, Town Manager

RE: Second Reading of Proposed Ordinance Number 2018-14 Amendment to Title 17 (Noise Control)

DATE: March 20, 2019

CC: Josh Gruber, Assistant Town Manager
Brian Hulbert, Staff Attorney

At its March 19 meeting Town Council amended section 17-4-115 (12) to read that the noise exception for the hours of loading or unloading of tree trunks shall be between the hours of 9:00 am and 4:00 pm on Monday through Friday, excluding Federal and State holidays.

There were no other modifications to the proposed ordinance.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2018-

PROPOSED ORDINANCE NO. 2018-14

AN ORDINANCE TO AMEND TITLE 17 (NOISE CONTROL) OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA BY AMENDING SECTIONS 17-4-113 AND 115; AND PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinance 85-10, Chapter 4 of Title 17 entitled “Noise Control” on May 20, 1985; and

WHEREAS, the Town Council finds that excessive noise degrades the quality of life on Hilton Head Island; and

WHEREAS, the Town Council finds that excessive noise arises from a variety of industrial, recreational, commercial and personal activities; and

WHEREAS, the Town Council finds that residents and visitors of and to Hilton Head Island have a right to an environment free from excessive noise which may jeopardize their health, safety, and welfare and which may degrade the quality of life; and

WHEREAS, the Town Council finds that it is in the best interests of Island residents and visitors to amend certain sections of the Town’s Noise Control Ordinance; and

WHEREAS, the Town Council now desires to amend various sections of Chapter 4 of Title 17 for the purpose of providing for the health, safety, and welfare of the residents and visitors of the Town.

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

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

Section 1. **Amendment.** That Chapter 1 of Title 9 (PUBLIC NUISANCE) of the Municipal Code of the Town of Hilton Head Island, South Carolina, is hereby amended as follows:

Chapter 4 NOISE CONTROL

Sec. 17-4-113. Definitions

The following definitions apply to the provisions of this chapter:

A-weighted sound level. The sound pressure level in decibels (dB) as measured on a sound level meter using the A-weighting network.

Alarm. Any device designed and intended to produce a sound signal as a method of providing a warning.

Ambient noise. The total of all sound normally associated with a particular location or environmental surrounding.

Chipping. The reduction of vegetative materials in size or volume into materials such as but not limited to mulch or chips.

Daytime. That portion of each day beginning at 7:00 a.m. and ending at 10:00 p.m.

Decibel, also dB. A unit for measuring the relative intensity of a sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measures to the reference pressure, which is twenty (20) micropascals (twenty (20) micronewtons per square meter). In terms of human perception of continuous sound, a three (3) dB change is clearly perceptible, and a ten (10) dB change is perceived as a doubling or halving of loudness.

Emergency vehicle. Any ambulance, rescue vehicle, fire truck or police vehicle operated by the police department, highway patrol, any authorized emergency rescue service or the fire department, when operated in the performance of their official duty.

Emitter. Any person, group of persons, amplifier, horn, machine, animal, musical instrument, vehicle, radio, television, phonograph or any other thing which produces sound and the person having dominion, custody or control over any such thing.

Excessively loud sound. Any sound which, in light of the surrounding circumstances, including the normal level of ambient noise, is unreasonably loud, or which would annoy or disturb a person of reasonable sensibilities.

Frequency. One of the identifying characteristics of sound. The number of cycles per second imparted into the air by a vibrating body.

Grinding. The reduction of vegetative materials in size or volume into materials such as but not limited to mulch or chips.

Impulsive sound. Sound of short duration, with an abrupt onset and rapid decay, characterized by sound meter reading changes at a rate greater than ten (10) dBA within a five (5) second interval.

Nighttime. That portion of each day beginning at 10:01 p.m. and ending at 6:59 a.m.

Noise. Any excessively loud sound; any sound level in excess of the standards contained in this chapter; any sound which endangers, injures or interferes with the physical well-being or the safety of human beings or animals; or any sound which threatens to cause actual, physical harm to personal or real property, or which causes actual, physical harm to personal or real property.

Sound. An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. "Sound" as defined herein may include any characteristic of sound, including, but not limited to, duration, pitch, frequency, intensity and loudness.

Sound level. The weighted sound pressure level obtained by the use of a Type 1 or Type 2 sound level meter and frequency weighting network such as A, B or C as specified in the current American National Standards Institute specifications for sound level meters (currently: ANSI

S1.4-1983). If the frequency weighting to be employed is not indicated in any provision hereof, the A-weighting shall apply.

Sound level meter. An instrument which includes a microphone, amplifier, RMS detector, integrator or time averages, output meter and weighting network used to measure sound pressure levels.

Sound pressure. The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by sound energy.

Sound pressure level. Twenty (20) times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micropascals ($20 \times 10^{-6} \text{ N/m}^2$). The sound pressure level is expressed in decibels.

Section. 17-4-115. Exceptions.

- (a) The provisions of this chapter shall not apply to:
- (1) The sounding of an alarm, or the utilization of a siren or other emission of sound for the purpose of alerting persons to the existence of an emergency or the approach of an emergency vehicle;
 - (2) Sound produced by an aircraft approaching, landing at, taking off from or utilizing the taxiways or runways of the Hilton Head Airport;
 - (3) Sound produced by a vehicle (not including sound produced by an emitter within any such vehicle) while the vehicle is moving on a public right-of-way or public waterway, or is otherwise being lawfully operated;
 - (4) Sound produced by a governmental body in the performance of a governmental function; or
 - (5) Sound produced by church bells or chimes, whether produced by the striking of a church bell or chime, or a recording thereof.
 - (6) Sound produced by **non-commercial** persons and machinery engaged in landscape maintenance, cleanup, **grinding or chipping of tree trunks or branches**, or tree shaping or removal, **at the location where the vegetative material was generated**, during the daytime; **and sound produced by commercial persons and machinery engaged in landscape maintenance, cleanup, grinding or chipping of tree trunks or branches, or tree shaping or removal, at the location where the vegetative material was generated, between the hours of 7:00 am and 6:00 pm on Monday through Saturday.**
 - (7) Sound produced by persons and machinery engaged in the lawful and permitted construction, excavation, renovation or demolition of any structure, including the installation of utilities and paving, during the daytime.
 - (8) Sounds produced by parades or athletic events, and permitted fireworks.
 - (9) Sounds produced by maintenance or repair activity within boat yards, during the daytime.

- (10) Sounds produced by ~~the~~ commercial **persons and machinery engaged in** sawing or grinding of tree trunks, branches or other organic matter into mulch, **at a location other than where the vegetative material was generated (generated off site), during the daytime between the hours of 9:00 am and 4:00 pm on Monday through Friday, excluding Federal and State holidays;** and sounds produced by ~~the~~ non-commercial **persons and machinery engaged in** sawing or grinding of tree trunks, branches or other organic matter into mulch, **at a location other than where the vegetative material was generated (generated off site),** during the daytime on Monday through Saturday.
- (11) Sounds produced by golf course or tennis maintenance or watering equipment.
- (12) **Sounds produced by the commercial persons and machinery engaged in loading or unloading of tree trunks or branches between the hours of 9:00 am and 4:00 pm on Monday through Friday, excluding Federal and State holidays; and sounds produced by the non-commercial persons and machinery engaged in loading and unloading of tree trunks or branches, during the daytime on Monday through Saturday.**
- (b) Applications for a semi-annual permit for relief from the noise restrictions designated in this chapter on the basis of undue hardship may be made to the town manager or his duly authorized representative. The relief requested may be granted upon a good and sufficient showing:
- (1) That additional time is necessary for the applicant to alter or modify his activity or operation to comply with the provisions of this chapter;
 - (2) That the activity, operation or noise will be of temporary duration and cannot reasonably be done in a manner that would comply with this chapter; or
 - (3) That no reasonable alternative is available to the applicant.
- (c) The permit application shall be responded to conclusively within five (5) business days from the receipt of the application. If granted, the permit shall be in writing and contain all conditions upon which such permit is granted, including, but not limited to, the effective dates, and any time of day, location, sound pressure level or equipment limitation. The town manager or his duly authorized representative may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding area.

Section 2. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held to be 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 adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ON THIS ____ DAY OF _____, 2019.

John McCann, Mayor

ATTEST:

By: _____
Krista Wiedmeyer, Town Clerk

First Reading: _____
Second Reading: _____

APPROVED AS TO FORM:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____



MEMORANDUM

TO: Town Council

FROM: John Troyer, CPA, Director of Finance

VIA: Stephen G. Riley, ICMA-CM, Town Manager

DATE: March 20, 2019

RE: **Second Reading of Proposed Ordinance No. 2019-07**

Recommendation:

Staff recommends Town Council approve the second reading of Proposed Ordinance No. 2019-07 to amend the General and Capital Projects Funds' budgets for the fiscal year ending June 30, 2019.

There have been no changes since the First Reading of the Proposed Ordinance.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2019-07

AN ORDINANCE TO AMEND THE BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2019; TO PROVIDE FOR THE EXPENDITURES OF CERTAIN FUNDS; TO ALLOCATE THE SOURCES OF REVENUE FOR THE SAID FUNDS; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, the Town Council did adopt the budget on June 19, 2018, and

WHEREAS, pursuant to the budget amendment policy as stated in the Town’s annual budget document, the Town Council is desirous of amending the budget so as to provide for additional revenues, and the expenditures and certain other commitments from the Fund Balance and other revenue sources, as well as to correct budget appropriations for certain projects in the General and Capital Projects Funds.

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

Section 1 Amendment. The adopted 2019 fiscal year budget is amended to make the following changes as increases and decreases to the funds from prior years and to the projected revenue and expenditure accounts as follows:

General Fund

<u>Account Description</u>	<u>Amount</u>
Revenues:	
Transfer from Disaster Advertising Reserve	175,000
Total Revenues	<u>175,000</u>
Expenditures:	
Transfer to Disaster Advertising for Near Misses of Storms Michael/Florence	175,000
Town Management Division Personnel	149,000
Municipal Court Division Personnel	(149,000)
Fire Rescue Operations Personnel	150,000
Townwide Operating	(150,000)
Total Expenditures	<u>175,000</u>

The purpose of the General Fund amendment is to 1.) transfer funds from the Disaster Advertising Reserve for Hurricane Michael and Florence communications, 2.) transfer from Municipal Court to Town Management to provide funds needed due to the overlap of the retired and current Assistant Town Manager, as well as the addition of the Assistant to the Town Manager position, and 3.) transfer from the Townwide Operating budget to Fire Rescue Operations Personnel for hurricane emergency response.

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2019-07

Capital Projects Fund Budget Transfers

Account Description

Revenues:

	<u>Amount</u>
Beach Fees/Bonds	-
TIF Taxes/Bond	-
Traffic Impact Fees	-
Road Usage Fee	-
Hospitality Bond	-
Total Revenue Increase (Decrease)	<u><u>-</u></u>

Expenditures:

Source of Funds

Amount

ROADWAY AND PATHWAY IMPROVEMENTS:

Transfer Budgets to Consolidate (4) Coligny Road & Pathways Projects into One (1) Project

Nassau Street Reconstruction	TIF Taxes/Bond	(2,228,291)
	Beach Fees/Bonds	(400,000)
Lagoon Road Reconstruction	TIF Taxes/Bond	(1,840,709)
	Beach Fees/Bonds	(675,000)
Lagoon Rd / Pope Ave Intersection	TIF Taxes/Bond	(340,956)
South Forest Beach Drive Improvements	TIF Taxes/Bond	(1,129,867)
	Beach Fees/Bonds	(400,000)
Coligny Road & Pathway Projects	TIF Taxes/Bond	5,539,824
	Beach Fees/Bonds	1,475,000
Subtotal Increase (Decrease)		<u>\$ -</u>

Transfer Budget From US278 Squire Pope to other Roadway & Pathway Improvement Projects

US278 / Squire Pope Improvements	Traffic Impact Fees	(490,480)
Traffic Signal Mast Arm: Pembroke / 278	Traffic Impact Fees	136,800
Shelter Cove Intersection Improvements	Traffic Impact Fees	93,680
Pathway Accessibility and Safety Enhancements	Traffic Impact Fees	260,000
Subtotal Increase (Decrease)		<u>\$ -</u>

Transfer Budget from General Private Dirt Road to the Murray Avenue Dirt Road Project:

Private Dirt Roads - General	Road Usage Fee	(220,000)
Private Dirt Roads - Murray Avenue	Road Usage Fee	220,000
Subtotal Increase (Decrease)		<u>\$ -</u>

OTHER CAPITAL EXPENDITURES:

Transfer Budget from Bluffton Flyover Beautification to HHSO Equipment Project

Hilton Head Symphony Orchestra Equipment	Hospitality Bond	50,000
Bluffton Flyover Beautification	Hospitality Bond	(50,000)
Subtotal Increase (Decrease)		<u>\$ -</u>

Total Expenditure Increase (Decrease)

\$ -

The purpose of the above amendment is to 1.) consolidate Coligny Roadway/Pathway project budgets, 2.) reallocate roadway and pathway funds from US278 Squire Pope to the US278 Pembroke, Shelter Cove Intersection Improvements, and Pathway Accessibility / Safety projects, 3.) transfer Road Usage Funds from the General Private Dirt Road budget to the Murray Avenue Dirt Road project, and 4.) transfer budget from the Bluffton Flyover Beautification project to provide funds for Symphony Orchestra equipment.

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2019-07

Capital Projects Fund Budget Increases

Account Description

Revenues:	<u>Amount</u>
Beach Fees/Bonds	4,209,586
GO Bond	300,000
Hospitality Tax Transfer-In	350,000
Total Revenues	<u><u>4,859,586</u></u>

Expenditures:	<u>Source of Funds</u>	<u>Amount</u>
<u>PARK DEVELOPMENT:</u>		
Lowcountry Celebration Park	Beach Fees/Bonds	4,209,586
	Hospitality Tax	350,000
Total Increase (Decrease) Park Development:		<u>\$ 4,559,586</u>
<u>ROADWAY AND PATHWAY IMPROVEMENTS:</u>		
Pope Avenue Resurfacing	GO Bond	300,000
Total Increase (Decrease) Roadway & Pathway Improvements:		<u>\$ 300,000</u>
Total Expenditures		<u><u>4,859,586</u></u>

The purpose of the above amendment is to 1.) match bids for the Lowcountry Celebration Park, and 2.) match bids for the Pope Avenue Resurfacing project.

The effects of this amendment for fiscal year 2019 are presented below.

	General Fund		Cap Proj Fund		Debt Service		Total Governmental Funds	
	Expenditures	Revenues & Transfers In	Expenditures, Transfers Out & Other Uses	Revenues & Transfers In & Other Sources	Expenditures, Transfers Out & Other Uses	Revenues & Transfers In	Expenditures, Transfers Out & Other Uses	Revenues & Transfers In & Other Sources
Current Balance	\$ 41,755,861	\$(41,755,861)	\$ 50,950,346	\$(50,950,350)	\$ 24,200,000	\$(24,200,000)	\$116,906,207	\$(116,906,211)
Amendment	175,000	(175,000)	4,859,586	(4,859,586)	-	-	5,034,586	(5,034,586)
Revised Balance	\$ 41,930,861	\$(41,930,861)	\$ 55,809,932	\$(55,809,936)	\$ 24,200,000	\$(24,200,000)	\$121,940,793	\$(121,940,797)

Enterprise Fund
Stormwater Fund

	Expenditures & Transfers Out		Revenues & Transfers In	
Current Balance	\$ 8,397,090	\$(8,397,092)		
Amendment	-	-		
Revised Balance	\$ 8,397,090	\$(8,397,092)		

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2019-07

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 enactment by the Town Council of the Town of Hilton Head Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ___DAY OF_____, 2019.

John McCann, Mayor

ATTEST:

Krista Wiedmeyer
Town Clerk

First Reading: _____
Second Reading: _____

APPROVED AS TO FORM:

Gregory M. Alford
Town Attorney

Introduced by Council Member:



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA-CM, *Town Manager*
VIA: Shawn Colin, *Director of Community Development*
VIA: Jennifer Ray, *Deputy Director of Community Development*
FROM: Marcy Benson, *Senior Grants Administrator*
DATE: March 15, 2019
SUBJECT: Fair Housing Resolution

Recommendation:

Staff requests Town Council approval of the attached Fair Housing Resolution.

Summary:

In order for the Town to participate in the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement Program it is necessary to certify it will undertake action to affirmatively further fair housing. By approving and advertising this resolution the Town will meet this program component. The attached resolution is modeled on a recommended format provided by the Lowcountry Council of Governments, which has been used previously by the Town.

Background:

April is recognized as National Fair Housing Month. In order to participate in the HUD CDBG Entitlement Program it is necessary for the Town to certify it supports the rights of all individuals, regardless of race, color, religion, sex, national origin, disability or familial status to fair housing opportunities. This resolution is one of the actions that will satisfy this program component. The attached resolution is consistent with resolutions adopted by Town Council in previous years for this effort.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA TO PROCLAIM APRIL 2019 AS FAIR HOUSING MONTH

WHEREAS, the Town of Hilton Head Island desires that all its citizens be afforded the opportunity to attain a decent, safe and sound living environment; and

WHEREAS, the Town of Hilton Head Island rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental or provision of other housing services; and

WHEREAS, equality of opportunity for all is a fundamental policy of this nation, state, county and town; and

WHEREAS, fair housing is economically stabilizing and promotes human relations within the community by supporting diversity and providing positivity within the community; and

WHEREAS, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

WHEREAS, April 11, 2019 marks the 51st anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended; and

WHEREAS, April is recognized nationally as Fair Housing Month;

NOW THEREFORE, BE IT, AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA DOES HEREBY DESIGNATE APRIL 2019 AS FAIR HOUSING MONTH.

MOVED, APPROVED AND ADOPTED THIS 2nd DAY OF April, 2019.

John J. McCann, Mayor

Krista Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis Coltrane, Town Attorney

Introduced by Council Member: _____



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, CM, Town Manager
VIA: Shawn Colin, AICP, *Director of Community Development*
VIA: Jennifer Ray, *Deputy Director of Community Development*
FROM: Emily Sparks, *Project Lead*
DATE: March 21, 2019
SUBJECT: Our Plan Development Team

Recommendation: That Town Council adopt the attached Resolution to create the Our Plan Development Team as an ad hoc committee of the Planning Commission.

Summary: The Our Plan Development Team will be an integral component in the creation of a new comprehensive plan for Hilton Head Island. The Team will ensure that the adopted principles and process, enclosed as Attachment B, are followed and that there is meaningful coordination between the Our Plan Work Groups. The Team is proposed to consist of 7 to 9 members, including 3 current members of the Comprehensive Plan Committee of the Planning Commission.

Background: On December 18, 2018, Town Council supported the recommendations made by the Public Planning Committee to create the Our Plan Development Team in support of a new comprehensive plan and to utilize an open application process to solicit members. The Our Plan Development Team membership will be recommended by the Community Services Committee, and once it's formed, will report to the Planning Commission.

Attachments:

A Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, creating the Our Plan Development Team as an ad hoc committee of the Planning Commission to support the development of a new comprehensive plan for Hilton Head Island.

A) Principles and Process

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, CREATING THE OUR PLAN DEVELOPMENT TEAM AS AN AD HOC COMMITTEE OF THE PLANNING COMMISSION TO SUPPORT THE DEVELOP OF A NEW COMPREHENSIVE PLAN FOR HILTON HEAD ISLAND.

WHEREAS, the Town of Hilton Head Island has established a reputation as a well-planned community; and

WHEREAS, the Town Council of Hilton Head Island identified the review and update of the comprehensive plan for Hilton Head Island as a 2019 Priority; and,

WHEREAS, the Town Council is desirous of appointing a diverse range of members to the Our Plan Development Team to operate under the jurisdiction of the Planning Commission, serving to the completion of the project; and,

WHEREAS, Town Council has determined that to accomplish the goal of writing a new comprehensive plan, the Our Plan Development Team is best served by appointing members who will ensure the process and principles are followed and coordination between Work Groups, as well as members of the Comprehensive Planning Committee of the Planning Commission; and,

WHEREAS, Town Council has determined that accomplishing this goal is best served by following the scope of work recommended in Exhibit 1 to this Resolution.

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, that the Our Plan Development Team, an ad hoc committee of the Planning Commission, is created.

MOVED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2019

John McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

Approved as to form:

Curits L. Coltrane, Town Attorney

Introduced by Council Member: _____

Exhibit 1
Scope of Work

Role of the Our Plan Development Team:

The Team will consist of 7 to 9 members, including 3 current members of the Comprehensive Planning Committee of the Planning Commission.

It will ensure that the adopted principles and process are followed and that there is meaningful coordination between the Our Plan Work Groups.

It is expected that the Team will meet at least monthly throughout the project; and will report to the Planning Commission.

Attachment A

Principles

- continue to be open, inclusive, and transparent;
- continue to include public leadership, involvement and input;
- encourage and foster anchor institution leadership, support and participation to advance the community Vision;
- ensure communication strategies using all available technology continue the conversation about the Vision within all sectors of the community and anchor institutions;
- identify, attract, recruit, and leverage talent and resources to support the process (i.e. staff, experts within the community, external stakeholders, and/or consultants);
- ensure alignment of the Comprehensive Plan with the community Vision; and
- identify and utilize key metrics for decision making as identified in *Vision and Strategic Action Plan* both by the Town and anchor institutions.

Process

- immediately begin work with the Planning Commission to launch the rewrite of the Comprehensive Plan;
- appoint representatives from all sectors of the community who will ensure the process and principles are followed and coordinate between pillar workgroups;
- identify, attract, recruit and leverage the public, experts, and other resources as needed;
- leverage the extensive community feedback, data and resources from Vision Phase 1 to create the foundation of the Comprehensive Plan;
- structure the renewed Comprehensive Plan around the Vision pillars, as opposed to the State-required elements that anchored previous plans;
- expand the use of the communications tools from Phase 1 to include all available technology;
- produce educational materials about the Vision, how it aligns with current priorities, and how it is being used to guide the Comprehensive Plan rewrite; and
- host community celebrations around milestones/accomplishments throughout the process.