

Real Property Committee
4:00 p.m., Wednesday, October 3, 2018
Council Chambers
1207 Palm Boulevard, Isle of Palms, South Carolina

AGENDA

1. **Call to Order** and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Approval of Previous Meeting's Minutes**
Regular Meeting of September 5, 2018
3. **Citizens' Comments**
4. **Comments from Marina Tenants**
5. **Old Business**
 - A. Update regarding 1100 Palm and right-of-way on Pavilion Drive
 - B. Update on unlicensed businesses operating out of the IOP Marina with no lease with City or Marina Manager
 - C. Update on insurance documentation requested from marina tenants
 - D. Discussion of alternatives available to optimize the municipal parking lot on Pavilion Drive
 - E. Update on Marina tenant's operations, financial review by McCay Kiddy
6. **New Business**
 - A. Selection of firm(s) with whom to negotiate for PSB design/build project
 - B. Discussion of RFP process relative to the marina restaurant
7. **Miscellaneous Business**
Tenant Rents Report

Next Meeting Date: 4:00 p.m., Wednesday, November 7, 2018 in the Conference Room
8. **Executive Session** – To receive legal advice concerning potential claims related to 1100 Palm and right-of-way on Pavilion Drive

Upon returning to open session, the Committee may take action on matters discussed in Executive Session.
9. **Adjournment**

Real Property Committee
4:00 p.m., Wednesday, September 5, 2018

The regular meeting of the Real Property Committee was called to order at 4:00 p.m., Wednesday, September 5, 2018 in Council Chambers of City Hall, 1207 Palm Boulevard, Isle of Palms, South Carolina. Present for the meeting were Councilmembers Ferencz and Ward, Chair Bell, Interim Administrator Fragoso, and City Clerk Copeland.

1. Chair Bell called the meeting to order and acknowledged that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.

2. Approval of Previous Meeting's Minutes

MOTION: Councilmember Ferencz moved to approve the minutes of the regular meeting of August 6, 2018 as submitted; Councilmember Ward seconded and the motion **PASSED UNANIMOUSLY.**

3. **Citizens' Comments** – none

4. Comments from Marina Tenants

Michael Fiem of Tidal Wave Watersports took the opportunity to remind everyone about the IOP Residents Appreciation Day planned for Saturday, September 8th when residents will be able to enjoy the activities provided by Tidal Wave for free; he did note that parasailing was already booked up for the day. Donations will be encouraged since one hundred percent (100%) will go to the MUSC Shawn Jenkins Childrens Hospital.

Brian Berrigan, Marina Manager, announced that all of the marina tenants will be holding a Marina Festival on Sunday, November 4th from noon until 7:00 p.m. in partnership with the IOP Exchange Club and all residents are encouraged to attend. The money raised from the raffle items will go to a worthy cause.

Mr. Berrigan also recalled that in May or June the Committee asked that he compile a list of needed projects at the marina and the list was included in the meeting packet; he stated that some of the things on the list were already happening, for example, the replacement of the floats under the docks. He pointed out that, after each item, he had indicated the party responsible for the project, i.e. the tenant or the City or a combination of the two (2); he added the certain items marked tenant and City might be something the tenant would pay for, and the City would obtain the necessary permit(s). He also informed the Committee that the list was prioritized.

5. Old Business

A. Consideration of Morgan Creek Grill lease renewal and extension

When Councilmember Ferencz moved to recommend to City Council the acceptance of the Morgan Creek Grill lease as presented, it failed for lack of a second.

MOTION: Councilmember Ferencz moved to recommend to City Council to open up the leases for Morgan Creek Grill and Tidal Wave Watersports for bid and to complete the process prior to the expiration of the current leases, i.e. within 2 years; Councilmember Ward seconded.

Councilmember Ferencz questioned the need for discussion with Morgan Creek representatives when the Committee was recommending that the leases go out for bid, but Chair Bell opined that the Committee should listen to Morgan Creek's representatives explain their position on the lease.

Councilmember Ferencz and Councilmember Ward respectively withdrew the motion and second.

The Chair then suggested that Morgan Creek Grill representatives Jay Clark, restaurant owner, John Dodds, attorney, Peter Kent, CPA and Carla Pope, Operations Manager join the discussion.

Mr. Kent stated that the salient points of the lease were the same terms as the original lease for eighteen (18) years with five (5) three (3) year extensions; the lease proposed a reduction in the rent of ten thousand dollars (\$10,000) per month for the first two (2) years with an increase in year 3 by the CPI. He also stated that they have informed the City on numerous occasions about the condition of the walk-in freezer and that, according to their current lease, the walk-in freezer owns to the City; DHEC has examined the walk-in in recent months and "expressed grave concerns" about it. A local contractor has looked at it and concluded that the structural repairs are needed as well. He opined that, based on the DHEC report and the local contractor's comments, the walk-in freezer will not survive the lease that expires on October 1, 2020 and, likely, not through this fall. Also included in the proposed lease extension is that the restaurant will pay the upfront costs associated with replacing the walk-in, roughly one hundred ten thousand dollars (\$110,000) for a period of five (5) years, in exchange for rent abatement of two thousand eighty-eight dollars (\$2,088) per month for a period of five (5) years to cover that cost. The extended lease would be a triple-net lease where the tenant would be responsible for all repairs and maintenance to the building, taxes and insurance on the building and grounds; the City would remain responsible for the building's foundation, the bulkhead and retaining walls. He stated that a local appraiser has reviewed the property and the bulkhead, and then compared it to other local properties that are similar and determined that the lease as proposed is fair to both the City and the restaurant.

Mr. Kent stated that the restaurant's ability to borrow is being negatively impacted by the expiring lease, and the building is reaching a state of disrepair and requires constant attention, but the tenant cannot afford to make the repairs at this point.

Ms. Pope was clear that, with only two (2) years remaining on the lease and no extension, the management does not have the financial resources or the desire to keep up with the maintenance or to make improvements to the building. In the four plus (4+) years they have been seeking a lease extension from the City, several Councilmembers assured them that they would get a lease, but they never anticipated that it would be through an RFP. She also stated that, to the best of her knowledge, the other long-term lease extension was not put out for bid and that she did not think that MCG should be punished for actions Council took with other tenants. With the uncertainty surrounding the future of Morgan Creek Grill, she and Mr. Clarke are bombarded daily with concerns and questions from employees, residents, the bank and other patrons. She stressed that they are willing to negotiate the terms and cooperate with the City; she noted that, if terms were to be negotiated, they needed to begin soon in order to replace the walk-in freezer. The job to replace the freezer and correct the structural issues in the off-season would require a

six-week (6 wk.) lead time to get the equipment, and it will a strategic operation to avoid closing the restaurant and losing revenue for a period of time.

Mr. Clarke commented that Morgan Creek is a large building that requires constant maintenance and the time is coming when it will be unsustainable. He stated that they would not be able to wait out an RFP process, and he felt that it was very unfair for the City to go through that process when they have heard little discussion of it until recently. He again contended that "it was indicated to [them] so many times on record that Morgan Creek Grill would get a lease extension because the City wanted them as tenants." He stated that MCG has cooperated with the City on numerous occasions, not the least of which was the noise situation several years ago and which had a huge impact on their revenue.

Chair Bell recalled speaking out a Council meetings in the past "railing against awarding bids that [he] did not think were fair market value that put the City at financial disadvantage." He expressed empathy for MCG, but he thought that the solution to the walk-in freezer issue was not a long-term lease. He reiterated his opinion that, because of the other long-term lease, which he strongly opposes, the City loses money on the marina, i.e. it is a deficit spending program for the City. As Chair of the Committee he was trying to seek out all of the options for the City, and he encouraged Mr. Clarke to participate in the RFP process.

Chair Bell also stated that he learned from the Interim Administrator that the Committee/City was not compelled to accept the low bid.

Attorney Dodds commented that they have been meeting with the Real Property Committee for four (4) years in an effort to get the same considerations that were afforded another marina tenant, but, in his opinion, MCG was being singled out and was being treated differently since no RFP was needed to award those two (2) leases. He stated that he thought the difference in treatment was a violation of the Equal Protection Clause. He noted that the RFP process was a long one (1) and that they had decisions they needed to make.

As to the difference in treatment, Councilmember Ferencz explained that the long-term leases at the marina were given by a decision of a different Council and was one (1) of the decisions that cost them their Council seats. The present Council was elected to listen to and to act in favor of the residents.

Mr. Dodds stated that "the City of Isle of Palms, acting through its Council, is treating Morgan Creek differently than it has treated two (2) other marina tenants, and I [Mr. Dodds] would respectfully tell you that I don't think the you [the City] can argue the sentiment of a vote, which changed a couple of Councilmembers, as a legal basis to treat us [MCG] any differently than the other two (2) tenants."

Ms. Pope interjected that they were asking for a lease that was reasonable; she thought the number of years was reasonable and that the rent requests were reasonable. She opined that the Committee should consider the amount of revenue that MCG pays into the City via hospitality taxes, sales taxes, rent, etc., as well as the goodwill the restaurant creates for the City the proposed lease is reasonable. She asked for them to be told what the City wanted them, as a business, to do in order for the lease to be extended.

Mr. Clarke reported that the restaurant represented fifty-one percent (51%) of the marina revenue and are on one-sixth (1/6) of the footprint. He stated that the appraiser the restaurant hired was an objective third party. He expressed the belief that MCG has done everything it could think of

to be a good tenant and have cooperated at every single request from the City. He stated with confidence that the citizens want a restaurant at the marina; he thought MCG was doing a good job, but added that they could do better. He noted that the walk-in freezer was not the only problem and that the building needed a new roof because it leaks upstairs.

Chair Bell stated that he did not find the lease term in the proposed lease to be reasonable; he, therefore, asked Mr. Clarke if, internally, they had discussed a lesser term lease. He opined that this lease as presented would not be acceptable to anyone on the Committee; he noted that he wanted to add party boats off the docks. The Chair asked where the party-goers would park.

Ms. Pope repeated that MCG was willing to negotiate, and, if the party boats were an issue, they were willing to strike it out.

Mr. Clarke told the Committee that they had discussed a lesser term and they were willing to negotiate a compromise. He reported that they had presented the previous Real Property Committee with a list of on-going maintenance that needs to be done, and MCG could get a reasonable extension for them to do the work or the City could face those issues in two (2) years.

Mr. Dodds was pleased to hear some of the Committee's specific concerns so that they might present another lease that the Committee might find more acceptable. He indicated that Mr. Clarke was planning to invest a large sum of money into the building that would be to the City's benefit, and he thought that ten (10) years might be do-able.

Councilmember Ward said that he gets many phone calls whenever the City awards a sole source contract; residents perceive sole source contracts as Council giving an entity special treatment and not searching for the best deal for the City. He asked the Morgan Creek representatives if they would benefit from the City's putting out the RFP as soon as it could be generated.

Mr. Dodds reiterated that the restaurant wants the same considerations that were given to the other two (2) major tenants at the marina who were given long-term leases without the City issuing an RFP, and it looks and feels very unfair.

Chair Bell stated that he ran for office on the issues at the marina; he opined that the previous Council took the marina from the residents of the island and commented on the number of businesses operating at the marina. He noted that every incumbent was voted out of office due to prior decisions; this Council feels an obligation to do things differently. He stated that he feels compelled to issue an RFP and that a good, long-standing tenant would "be given consideration over and above an unknown entity."

Mr. Clarke repeated that, for the restaurant, time was of the essence; he stated that MCG had been asked to delay bringing a proposal before the Committee until the fall, but the need to replace the walk-in freezer was immediate. He commented that the Real Property Committee has never come back to MCG with what they wanted or would require in order to grant an extension to the lease.

Referring to the need to replace the freezer, Chair Bell asked if it would be possible "to amend the current lease so that, when it expires, they would either have a new lease or the City would assume the responsibility for the balance of the payments."

Referring to Section 6 of the Morgan Creek Grill lease, Interim Administrator Frago read that they "are responsible for any and all repairs, maintenance and replacements for ordinary and

extraordinary.” She continued that one (1) of the exhibits attached to the lease does list the walk-in freezer as a City asset, but, according to the lease, MCG is responsible for “all maintenance, repairs and replacements.” This has been the City’s position for a long time. She suggested that the City might benefit in getting an independent assessment of the freezer to see if repairs could be made that would repair it temporarily and sustain it for two (2) additional years assuming that the will of Council is to go out to bid on these two (2) leases. Doing that would keep the restaurant operating and would give the City time to issue the RFP.

Chair Bell confirmed that the building has sustained structural damage under the walk-in freezer.

Ms. Pope stated that they have maintained the walk-in, but it is past its life expectancy. Mr. Clarke said that they have made temporary structural repairs to the building as well.

When asked if the City could do anything for MCG, Interim Administrator Fragoso stated that she would need time to discuss the issue with the City staff to see what options would be open to the City and with the City Attorney to insure that anything the City might do would not jeopardize other City agreements.

The Chair reported that the City has not spent or fully allocated the two hundred fifty thousand dollars (\$250,000) in the FY19 budget for marina improvements, but he was not advocating for spending one hundred ten thousand dollars (\$110,000) to replace the freezer. He indicated that he would support a time-based payment plan similar to what the City is doing on the fire truck.

The Interim Administrator clarified that the two hundred fifty thousand dollars (\$250,000) were earmarked for marina dock improvements, but she assured the Chair that they would consider his suggestion. She also explained that anything the City would do would be an unbudgeted expense.

Councilmember Ferencz expressed sympathy with the level of frustration the people from Morgan Creek Grill must feel and thought that they deserved to know the City’s intentions for the restaurant. She asked her fellow Committee members if they wanted to present to City Council to accept an extension of the lease as negotiated and with other changes or to present to Council that the Committee wants to take this time to go out with an RFP and expedite that process so that MCG would know their future.

The Chair expressed that he would not be opposed the City negotiating a lease with terms that were acceptable to the City and turn the negotiating over to the administrative staff. He stated that he was also not opposed to putting the question of a lease extension before Council; he remarked that a lot of time could be devoted to a negotiation and Council could say that they were not moving forward on the extension without a bid.

Interim Administrator Fragoso expressed her understanding of the discussion as being that the Committee wanted to get the opinion of the full Council before any work is done by staff in terms of negotiating a contract. She stated that the Committee could wait until the end of the month for the regular Council meeting or present the issue to the Ways and Means Committee or hold a Special Meeting with only this item on the Agenda. Council would be sent the proposal as presented and make a decision about whether they want to negotiate it or if the will of the group was to issue an RFP; the Special Meeting would be the most time-efficient way to move forward.

Councilmember Ward asked what the minimum lease terms were that the bank would prefer.

Mr. Kent thought they were looking for a term of fifteen (15) years based on some of the major work they would be doing, i.e. replace the walk-in freezer, replace the roof, and much more.

Chair Bell changed Councilmember Ward's question to what was the minimum term they would accept.

Mr. Clarke said that they considered all of the issues in preparing the lease proposal before the Committee, and it was the best proposal in the City's interests and the restaurant's interests. He added that some things could be negotiated, but those were the typical terms; he stated that Mr. Kent had several other restaurants as clients and that the Committee might find it valuable to read Mr. Guerry's report. He liked the idea of a Special Meeting because, as a restaurant, they need to know as soon as possible. He expressed concern that DHEC would close the restaurant if the walk-in was not replaced soon; if that happens, they will lose employees and would have to close to do that work. He also felt confident that the walk-in was still listed as a City asset.

The Chair said that the issue of their lease would be on the Ways and Means Agenda for September 18th at 5:00 p.m.

B. Update on unlicensed businesses operating out of the IOP Marina with no lease with City or Marina Manager

Interim Administrator Fragoso stated that she does not have an update on this subject, but she is continuing discussions with the City Attorney.

C. Update regarding 1100 Palm and right-of-way on Pavilion Drive

The Interim Administrator reported that the City had completed a survey to delineate the right-of-way; upon receipt of the survey, the City sent a letter to SCDOT requesting a quit claim deed and plans to send the same request to The Beach Company. Once the City is in possession of both documents, she will present to the Committee the options the attorney has suggested.

D. Update on Marina Operations

Chair Bell believed that, looking at the marinas in its entirety, Council has a number of issues to address and citizens' concerns. He expressed appreciation for the updated numbers he received from the Marina Manager, but he still struggled with them. He continues to be convinced that an excessive number businesses operate out of the marina, but he believes that will be the situation until the marina manager provides some remuneration. By the City's eliminating marina parking on 41st Avenue and on Waterway Boulevard, the parking issues will only be exacerbated. A determination of who is using the marina, residents or non-residents, will provide the basis for Council's decisions about how much money it is willing to invest in it. The question is whether Council will be able to return some residential value to the residents or for Council to accept that the City is in the business of leasing commercial property to commercial entities.

Gray Taylor, Mr. Berrigan's attorney, stated that they had corrected the error in the information provided earlier, and he noted that the leases for the marina operation and the marina store run until 2045. He commented that the City, and particularly this Committee, continues to try to micro-manage these commercial leases and he stated that it had to stop. He said that he wished he could send the Committee the bill for answering the City's "interrogatories;" he remarked that he and Mr. Berrigan answered each and every question. Mr. Taylor told the Committee that the issue was not about resident versus non-resident use; he explained that the City has an obligation

as a landlord to do a lot of things under the lease. Mr. Berrigan has continued to provide pictures and reports since 2011, but nothing has been done. He said that the City must live up to its obligations.

Chair Bell replied that the City was entitled to all records and receipts as related to the profit generation at the marina, and City was entitled to the information under discussion and was entitled to come in on demand to inspect those records.

Councilmember Ward interrupted to say that the discussion should not continue without the City's legal counsel present.

Mr. Berrigan stated that the new launch data was sent to Interim Administrator Fragoso as a topic of conversation when he met with her to let her know exactly what went wrong with the classification of certain numbers. He was clear that it was not intended to become a part of the Real Property public record. He agreed that the City had the right to come in per the lease and that he was responsible for providing the City with the financial reports at the end of his fiscal year, which is the end of September. He stated that, if he had known that information was to become part of the record, he would have had his accountant in attendance today.

In explaining the problems with the numbers, Mr. Berrigan stated that, up until 2007 when he took over the store, all of the launch passes and parking ran through the dock office, and he offered the opportunity of selling launch passes to the previous owners and let them keep ten percent (10%), which they declined. When he took over the store, he instituted that program, but he did not itemize between parking resident and non-resident launches. He indicated that the issue never came until Chair Bell brought up last year. At the beginning of 2018, he added keys to the register that differentiated between parking resident and non-resident launches; however, at the end of the month when the report goes out it all gets lumped into parking. Marina Market writes Marina Joint Ventures a check for ninety percent (90%) of what they took in, and the Marina Market retains the ten percent (10%); she coded it to non-resident and it skewed the numbers and he did not catch the mistake in an effort to get it to the Interim Administrator quickly. He assured the Committee that the information would be correct when he turns in the year's final numbers.

With other major issues facing the City, Council intends to put choice points before the residents on how the City spends money going forward, and, if the residents do not support the investment of City funds into the marina, then the Committee was not likely to recommend spending significant funds at the marina.

Mr. Taylor said that the question was not one of desire but a question of the City's contractual obligation; an obligation it is not living up to at this point. That is the concern of the management of the marina; since 2011, the only thing that has been done at the marina is the rehabilitation of the bulkhead.

Prior to ending the discussion, Mr. Berrigan stated that he becomes quite irritated when he hears that the City awarded him a no-bid thirty (30) year lease, because records show that the marina management went out for bid many times over the years. He stated that he had seventeen (17) years remaining on his lease when Council voted 7 – 2 to extend it another thirteen (13) years for a total of thirty (30) years. In his extension, he took everything the City was to be responsible for relative to the store out of the lease and made them the lessee's responsibility, and he stated that, in the past three (3) years he has spent in excess of one hundred thousand dollars (\$100,000) on the store.

Councilmember Ferencz called a *point of order* to ask the other Committee members if the time had come when the City should contract for full audits of the four (4) major tenants at the marina.

Councilmember Ward responded that the answer was dependent on the terms of the leases.

Interim Administrator Fragoso noted that funds were identified in the FY19 budget for audits of the marina tenants.

MOTION: Councilmember Ferencz moved to recommend to the Ways and Means Committee that the City contract with a firm to conduct an audit of all major entities at the marina; Chair Bell seconded and the motion PASSED UNANIMOUSLY.

6. New Business

A. Discussion of long-term vision for the IOP Marina

At the request of the Chair, this discussion item will be on a future agenda.

B. Consideration of proposal from Coastal Science and Engineering (CSE) for annual island-wide and post-project monitoring services from 2019 – 2023

The Interim Administrator commented that Steven Traynum from CSE would be joining the discussion. She noted that a copy of the proposal for post-project and annual island-wide monitoring was included in the meeting packet; the proposal includes three (3) different activities. One (1) is for the post-project survey and sediment sampling that is required by the regulating agencies, annual reporting on the beach volume changes and nourishment performance, and compaction monitoring. The second activity is for the annual survey and monitoring of the entire shoreline that includes activities associated with post-storm surveying to assist with getting FEMA reimbursements.

An issue before the Committee is whether it wants to award a sole source contract for these activities. Interim Administrator Fragoso opined that the City would benefit with a sole source contract for the required post-project monitoring for the 2018 project due to their intimate knowledge of it.

The Committee agreed that the post-project monitoring was a continuation of the project and, therefore, should be a sole source award. They agreed to bid the monitoring of the entire shoreline and the non-project portion of the beach.

According to the Interim Administrator, the post-project monitoring is required for a period of five (5) years, and the proposal is for one hundred eighteen thousand one hundred eighty-two dollars (\$118,182). The amount budgeted is two hundred thousand dollars (\$200,000).

MOTION: Chair Bell moved to award a sole source contract to CSE for the permit required monitoring of the 2018 project; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

After explaining CSE's role in more detail, Mr. Traynum reported that they were in the process of writing the report on the off-shore project and that it should be in Council's hands shortly. The contract for the dune vegetation was signed today, but they will wait to plant until the paths of

storms currently in the Atlantic are more defined. He also reported that CSE has six (6) interns from Delta University in The Netherlands who will come to the Isle of Palms for a couple of months studying things that are happening on the beach.

C. Discussion of alternatives available to optimize the municipal parking lot on Pavilion Drive

At the request of Councilmember Kinghorn, this item was added to the Agenda, and Chair Bell indicated that he thought it was worthy of consideration. Councilmember Kinghorn's suggestion was to issue a Request for Information to see what possibilities were available; it would not cost the City anything, would not be binding and could bring forward some good ideas.

Interim Administrator Fragoso recommended that the City should set general parameters it would accept.

7. Miscellaneous Business

All of the City's tenants were current in the rent obligations to the City.

Next Meeting Date: 4:00 p.m., Wednesday, October 3, 2018 in the Conference Room.

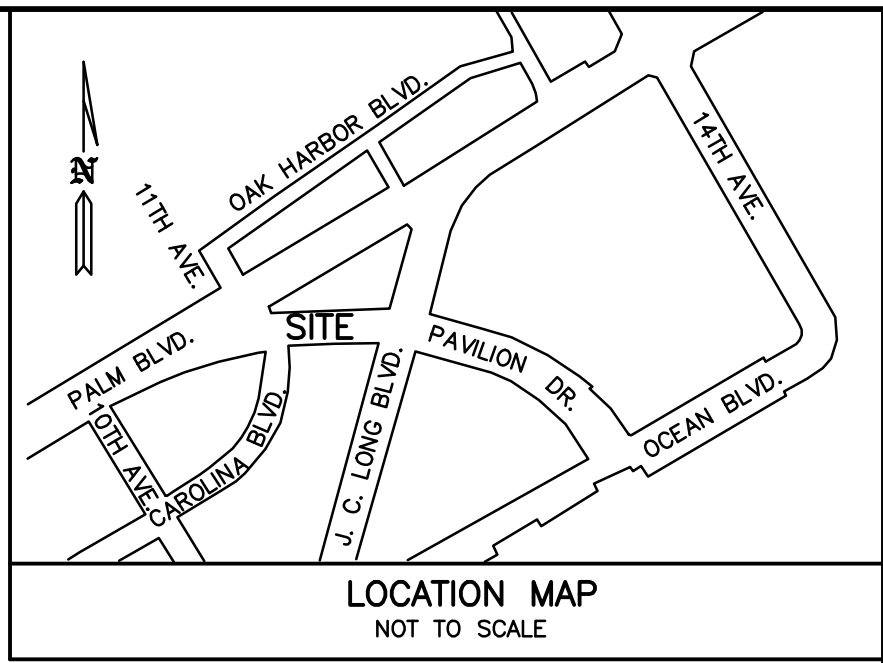
8. Executive Session – not needed

9. Adjournment

MOTION: Councilmember Ferencz moved to adjourn the meeting at 5:28 p.m.; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk



NOTE:
A PORTION OF PAVILION DRIVE WAS ACQUIRED BY SCDOT
BY QUITCLAIM DEED DATED NOV. 13, 1993,
RECORDED IN CHARLESTON COUNTY ROD OFFICE
IN DEED BOOK T234 PAGE 536

SHARON L. JOHNSON
KAREN L. JOHNSON
TMS 568-11-00-481

PALM BOULEVARD 100' R/W
SC HIGHWAY 703

HLM LEGACY LLC
TMS 568-11-00-174

L=122.10'
R=645.08'
T=61.23'
A=10° 50' 42"
CH=121.92'
CH B=S85° 53' 38"E

L=138.22'
R=845.08'
T=69.38'
A=12° 16' 37"
CH=137.96'
CH B=N82° 32' 43"E

PAVILION DRIVE 85' R/W
ASPHALT
20,729 SQ. FT.
0.48 ACRE

PAVILION DRIVE
(S-10-1352)

CAROLINA BOULEVARD 60' R/W
(S-10-2360)

J. C. LONG BOULEVARD 85' R/W
(S-10-7)

THZ LLC
TMS 568-11-00-130

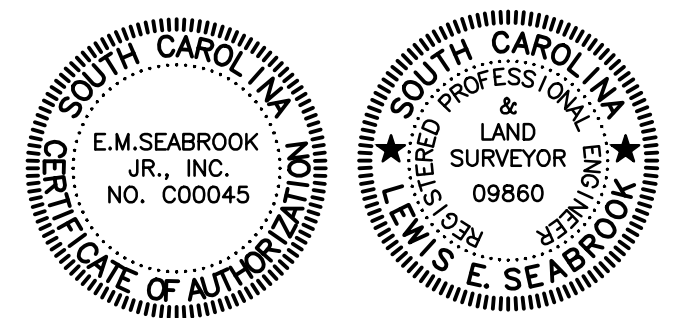
THZ LLC
TMS 568-11-00-131

- LEGEND**
- DI DROP INLET
 - EOP EDGE OF PAVEMENT
 - IPF IRON PIPE FOUND
 - IRF IRON REBAR FOUND
 - LP LIGHT POLE
 - PP POWER POLE
 - PPED PHONE PEDESTAL
 - DRMH DRAINAGE MANHOLE
 - TPED TV PEDESTAL
 - WM WATER METER
 - WV WATER VALVE
 - OHP OVERHEAD POWER LINE
 - UGC UNDERGROUND CABLE LINE
 - SS SEWER LINE
 - W WATER LINE

- TREE LEGEND**
- C CEDAR
 - O OAK
 - P PINE
 - PA PALM
 - PAL PALMETTO

- REFERENCES:**
1. PLAT BY REX G. FULLER, DATED AUG. 1928., RECORDED IN CHARLESTON COUNTY ROD OFFICE IN PLAT BOOK E PAGE 096
 2. PLAT BY J. T. KILLOCK, INC., DATED MARCH 1935. RECORDED IN CHARLESTON COUNTY ROD OFFICE IN PLAT BOOK E PAGE 086
 3. PLAT BY S. V. SOTTILE, DATED DEC. 2, 1950, RECORDED IN CHARLESTON COUNTY ROD OFFICE IN PLAT BOOK H PAGE 033
 4. OFFSITE EROSION CONTROL PLAN BY ADC ENGINEERING, INC. DATED MARCH 4, 2008, NOT RECORDED
 5. PLAT BY JOHN E. WADE, JR., DATED APRIL 15, 2008, RECORDED IN CHARLESTON COUNTY ROD OFFICE IN PLAT BOOK S08 PAGE 0097
 6. PLAT BY JOHN E. WADE, JR., DATED SEPT. 29, 2011, RECORDED IN CHARLESTON COUNTY ROD OFFICE IN PLAT BOOK S11 PAGE 0242
 7. PLAT BY JOHN E. WADE, JR., DATED APRIL 10, 2018, NOT RECORDED
 8. QUITCLAIM DEED DATED NOV. 13, 1993, RECORDED IN CHARLESTON COUNTY ROD OFFICE IN DEED BOOK T234 PAGE 536

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

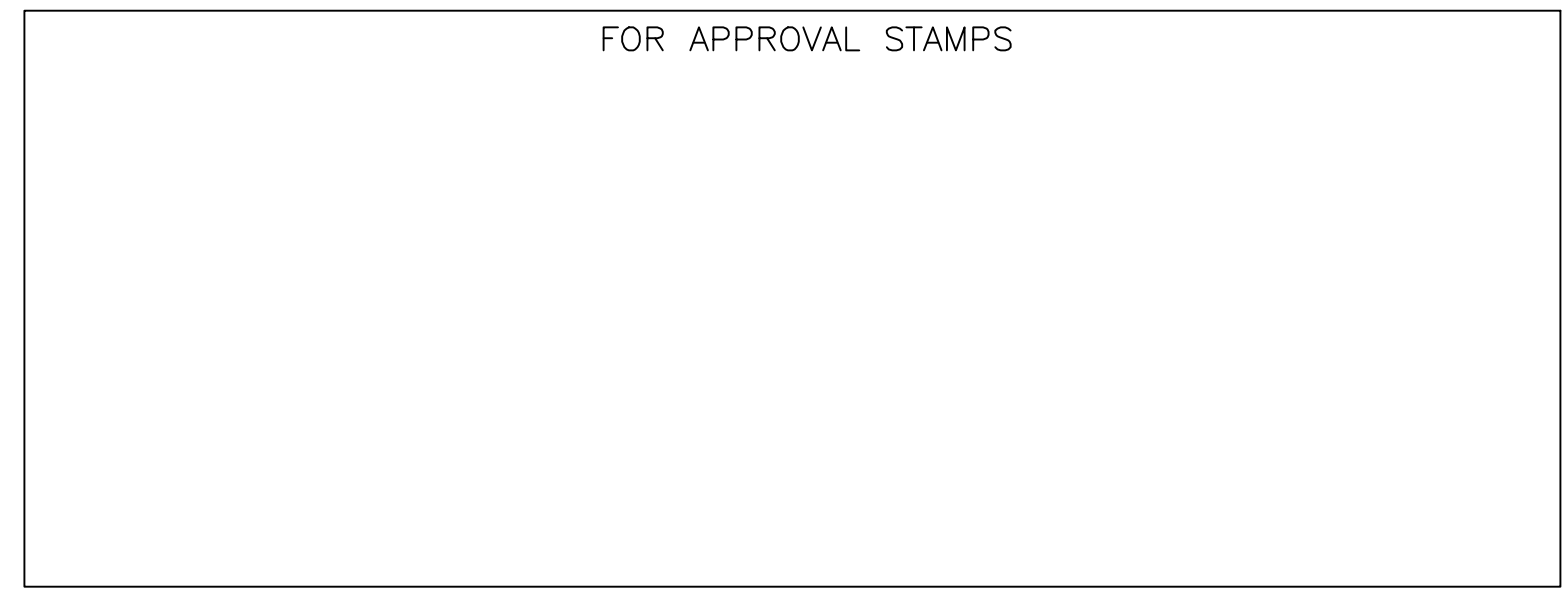


CITY OF ISLE PALMS
CHARLESTON COUNTY, S. C.
SURVEY OF A PORTION OF PAVILION DRIVE
CONTAINING 0.48 ACRE

SCALE: 1" = 20'

JULY 20, 2018

E.M. SEABROOK
Engineers | Surveyors
1037 Chuck Dawley Blvd.
Building F - Suite 200
Post Office Box 96
Mount Pleasant, SC 29465
Phone (843) 884-4496
www.emsedbrook.com



- NOTES:**
1. BASED ON INTERPRETATION OF FEMA FLOOD INSURANCE RATE MAP NUMBER 45019C 0541, J DATED NOVEMBER 17, 2004, THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONES AE(ELEV. 16) AND AE(ELEV. 15).
 2. THE ABSENCE OR PRESENCE OF U. S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS HAS NOT BEEN DETERMINED BY THIS SURVEY.
 3. THERE IS NO OBSERVABLE EVIDENCE OF THE LOCATION OF CEMETERIES OR BURIAL GROUNDS ON THIS PROPERTY. SUBSURFACE CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING ANY SUBSURFACE OBJECTS THAT MAY AFFECT THE USE OR FURTHER DEVELOPMENT OF THIS PROPERTY.

18140-10P-PAVILION DRIVE