

TOWN COUNCIL



STAFF REPORT Department of Growth Management

MEETING DATE:	May 12, 2015
PROJECT:	Ordinance Approving the Annexation of Certain Property Containing Approximately 18.79 Acres, More or Less, Located on JC's Cove and Identified by Tax Map Numbers R600 039 000 1129 0000, R600 0039 000 031D 0000, R600 039 000 1128 0000, and R600 0039 000 0847 0000 – First Reading
PROJECT MANAGER:	Kendra Lelie, AICP, Principal Planner

REQUEST: Town Staff requests that Town Council take action on First Reading of an Ordinance approving the annexation of certain property containing approximately 18.79 acres, more or less, located on JC's Cove and identified by Tax Map Numbers R600 039 000 1129 0000, R600 039 000 031D 0000, R600 039 000 1128 0000, and R600 0039 000 0847 0000.

INTRODUCTION: In accordance with Section 5-3-150 of the Code of Laws of South Carolina, Jim Saba (Applicant), seeks to annex four (4) parcels totaling 18.79 acres into the corporate limits of the Town of Bluffton. The Applicant submitted an Annexation Petition and related documents under the 100% freeholder method in May 2014 and an updated application in April 2015. Separately, the Applicant also requests a zoning map amendment which designates the tract as an Agriculture (AG) district permitting the Applicant to subdivide Lot 4 into four (4) lots for residential use and utilize Lot 3, which fronts on May River Road, for common open space to include a multi-use building. Public sewer and water are proposed to service the existing and proposed lots. If annexed, Lot 3 would be subject to the architecture, landscaping, and lighting standards of the Highway Corridor Overlay District.

BACKGROUND: An annexation petition was received from the Applicant for the annexation of four (4) parcels of land located at JC's Cove Road and further described on the Beaufort County Tax Map as the following:

- R600-039-000-1129-0000 (Lot 3): 1.53 acres owned by CBM Realty, LLC
- R600-039-000-031D-0000 (Lot 4): 13.26 acres owned by CBM Realty, LLC
- R600-039-000-1128-0000 (Lot 2): 1.0 acre owned by Randall & Brenda Jeffcoat
- R600-039-000-0847-0000 (Lot A): 3.0 acres owned by James & Cynthia Saba

Parcels A and 2 each contain an existing single-family detached dwelling unit. Parcels 3 and 4 are vacant. With the exception of Lot 3, all lots have riverfront access to the May

River. The overall tract is moderately wooded with approximately 1.28 acres of isolated wetlands and 1.28 acres of marsh land.

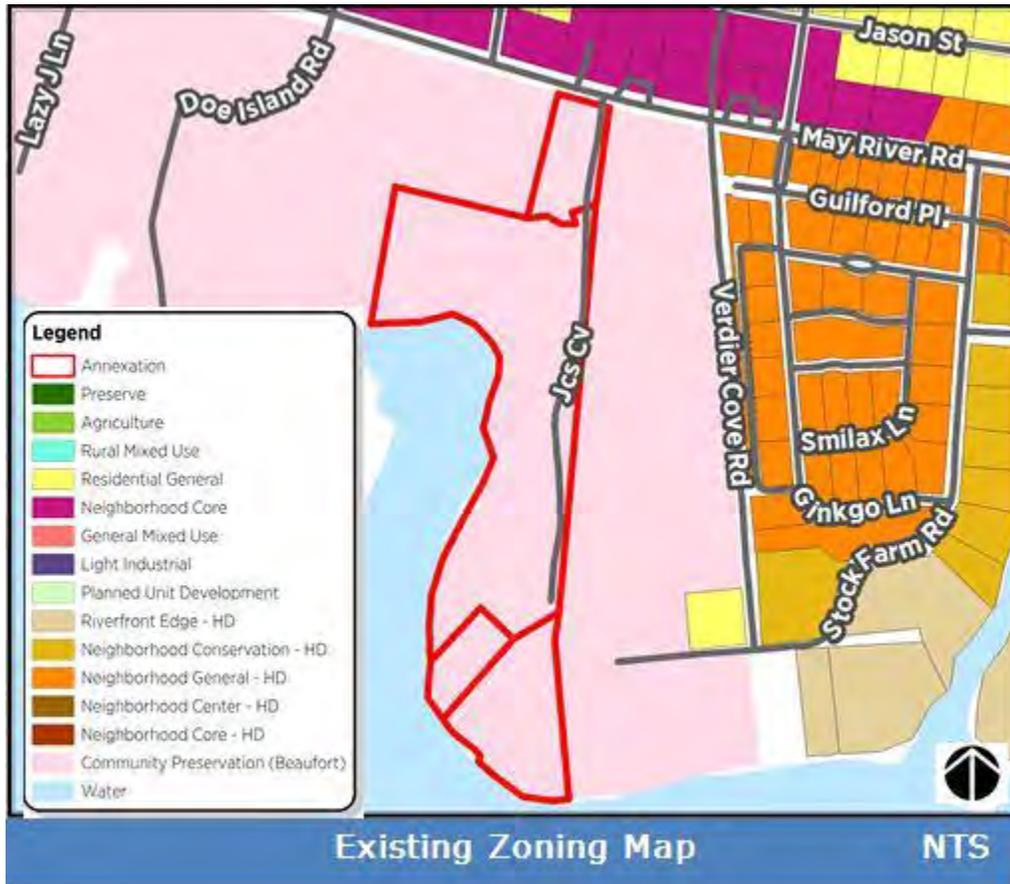
Surrounding land uses include a cemetery to the northwest, mixed commercial use to the north, low density residential to the east, the May River to the southwest and vacant land to the west.



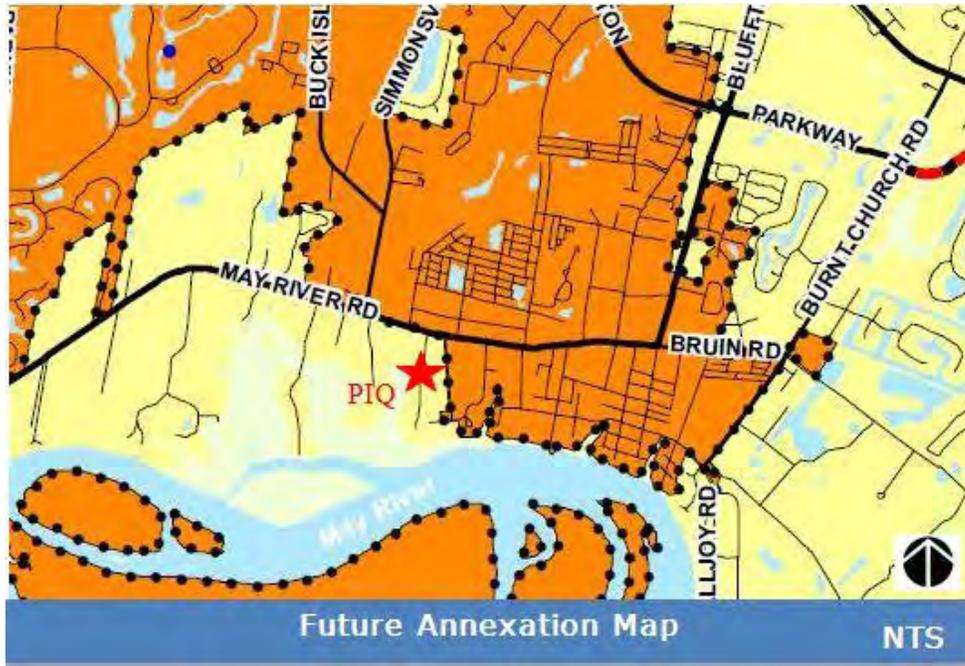
As noted in the application materials, the Applicant has attempted to accomplish a similar subdivision through Beaufort County in July 2010. A three (3) lot subdivision of Lot 4 was submitted for concept review at which time Beaufort County was in the process of implementing a new more restrictive zoning district for the parcels along the May River. The May River Community Preservation (MRCP) ordinance went into effect in September 2010. In March 2012, the same subdivision plan was submitted but the new MRCP zoning did not permit a three (3) lot subdivision of Lot 4. The applicant is restricted to a subdivision of two (2) lots for Lot 4 under the current County zoning designation.

Current Zoning. The subject tract is located within unincorporated Beaufort County and is currently zoned MRCP under the Beaufort County Zoning and Development Standards Ordinance (ZDSO). The adjacent properties to the east and west are also located in the

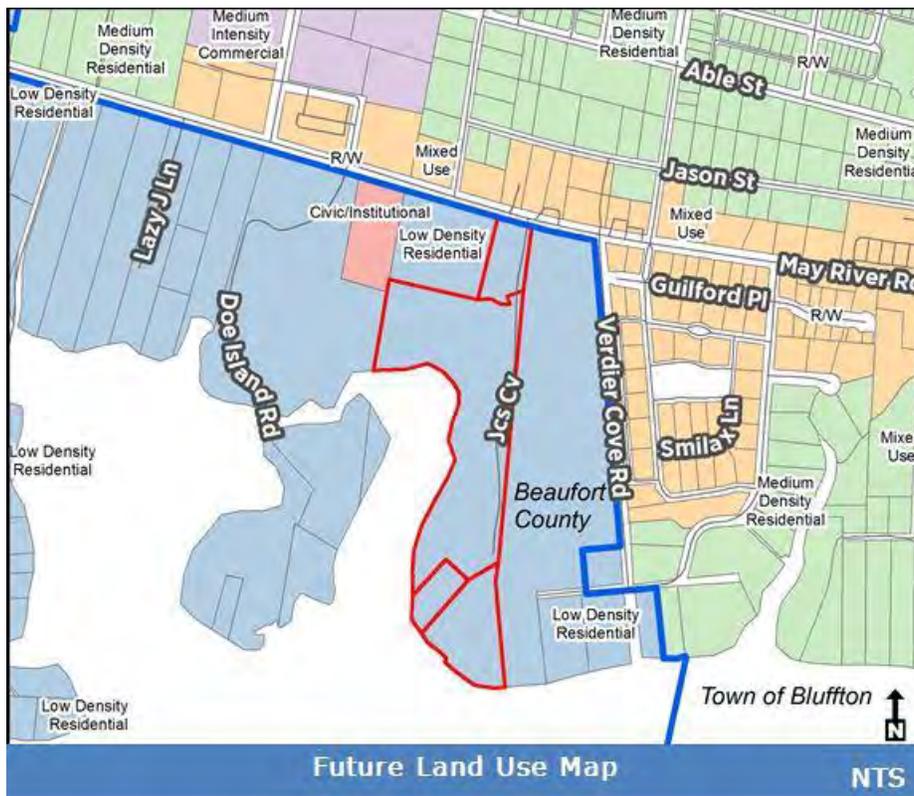
MRCP district. The property to the north across May River Road is located in the Neighborhood Core (NC) district per the Town of Bluffton Zoning Ordinance. As stated in Division A.13 "May River Community Preservation District", Section A.13.10 of the ZDSO, the purpose of the MRCP district is intended to promote low intensity rural development patterns comprised primarily of residential uses while encouraging and allowing more urban development to locate outside the district at either end of the corridor.



The subject parcel is contiguous to the Town of Bluffton boundary as existing Lot 3 shares a border with property across May River Road (1167 and 1169 May River Road) located in the Neighborhood Core (NC) zoning district and is located in the future annexation area as depicted on the Future Annexation Map below.



The subject parcel is located in a future land use designated as low density residential which describes the purpose of the area to maintain the existing rural character and decrease environmental and traffic impacts. The low density residential land use includes estates and family compounds which range in density from one unit per three acres to one unit per acre.



ANALYSIS:

1. **Annexation Principals:** *The Annexation Policy & Procedures Manual* provides guiding principles in the consideration of the merits of the annexation petition. As stated in the Manual, annexation should be of mutual benefit to the annexation petitioner(s) as well as the Town of Bluffton and its citizens. The following guiding principles should be evaluated in determining whether the subject petition meets the overall intent of the annexation policies:

Annexation Policy & Procedures Manual Guiding Principles

- Meets the principals, policies and procedures set forth in the Annexation Manual:
 - a. Achieve orderly growth; and
 - b. Develop more cohesive and less fragmented Town Boundary.
- Annexation of the property is in the best interest of the Town and its citizens:
 - a. Feasibility Study and Cost/Benefit Analysis
 - b. Citizen Participation
- Contiguity to the Town of Bluffton Municipal Boundary;

"The property is contiguous if it shares a continuous border with property currently in the Town of Bluffton jurisdiction. Contiguity is not established by a road, waterway, right-of-way, easement, railroad track, marshland, or utility line which connects one property to another; however, if the connecting road, waterway, easement, railroad track, marshland or utility line intervenes between two properties, which but for the intervening connector, would be adjacent and share a continuous border, the intervening connector does not destroy contiguity."
- Avoids creating new enclaves (or donut holes) in the Town of Bluffton Municipal Boundary;
- Consistency with the recommendations of the Town of Bluffton Comprehensive Plan including the Future Annexation Map;
- Appropriateness of requested zoning district(s), land use regulations, development standards and environmental regulations;
- Consideration of costs, benefits and estimated revenues for a proposed annexations before action is taken on the petition;
- Annexation will not create a tax burden or measurably reduce the level of service(s) provided to existing citizens and property owners;
- Fiscal impact of providing municipal services;
- Consideration of the annexation area's existing condition of utilities, transportation, infrastructure and future needs for expansion improvements;
- Full impact that annexation will have on law enforcement;
- Demonstrates potential for the diversification of the economic base and job opportunities;

- Consideration and utilization of Development Agreements for the proposed annexation area (when applicable);
- Petitioners understanding of all potential costs/benefits associated with annexation; and
- Input provided by the public and affected agencies during the review process.

2. **Proposed Zoning.** The applicant is proposing to subdivide Lot 4 into four (4) residential lots for a total of six (6) residential lots and designate Lot 3 (with frontage on May River Road) as common open space. The proposed Agricultural zoning district will limit the allowed development intensity to the Applicant’s intended use and development pattern provided certain deed restrictions are placed on the property.

Zoning Comparison Table

	May River Community Preservation – County	Proposed Agriculture with Deed Restrictions - Town
Use	Single Family Residential – Y Open Space - Y	Single-Family Residential- Y Open Space- Y
Density Permitted	.20 units per acre 1 unit per 5 acres	1 unit per acre
Density Proposed		.32 units per acre 1 unit per 3.1 acres
Total Number of Permitted Lots	5 (All Residential)	7 (6 Residential / 1 Open Space)
Open Space	60% (11.27 Acres)	30% minimum 72% proposed (13.53 Acres)
Lot Width	250’ minimum	90’ minimum (Based on Estate House Lot)
Front Setback	1/3 of lot depth (measured from OCRM line) New Lot 4 (A): 115’ New Lot 4 (B): 89’ New Lot 4 (C): 115’ New Lot 4 (D): 66’ Existing Lot 3: 122’ from May River Road	100’ from OCRM line Existing Lot 3: 50’ (May River Road – based on Highway Commercial Overlay District)
Side and Rear Setback	50’	Rear = 40’ minimum Side = 15’ minimum (Based on Estate House Lot)
Building Height	2.5 stories/40 feet	1-3 stories/42’ + roof (8.5’ min-14’ max per story + roof)
Tree Planting	2 trees per lot	75% lot coverage
Road Buffer	½ of setback distance Lot 3 = 61’	Lot 3 = 50’

3. **Additional Items:** At the first reading of the annexation request with Town Council on August 12, 2014, the following requirements were identified as conditions of the annexation request:
- a. Sewer/Water Connectivity. Mr. Saba will be required to connect the proposed development to adequate public sewer and water service. This connection must occur before or concurrent with the approval of any additional development or subdivision of the property.
 - b. OCRM Setback Protection. Protection of the OCRM Critical Line setback along the May River through conservation easements in addition to standard zoning setbacks will be required as part of the open space requirement. The placement of the easement over the OCRM Critical Line setback provides an added layer of protection of this environmentally sensitive area to ensure it is protected from future variance requests.
 - c. Cemetery Conservation Buffer Easement. Establishment of a Conservation Easement Buffer to the south of the May River Road cemetery that is adjacent to the property will be required in order to provide an adequate buffer between a residential and institutional use.

Due to the revision in the proposed zoning designation from a Planned Unit Development (PUD) to Agriculture (AG), deed restrictions are necessary to ensure the density proposed (0.32 units/acre) is not exceeded and the above requirements are set upon the property. Town Staff and the Town Attorney are currently working with the applicant to devise appropriate deed restrictions.

NEXT STEPS: Based on the direction of Town Council, Town Staff will begin the following next steps to implement the suggested amendments:

Annexation Procedure	Step Completed
Step 1. Pre-Application Meeting	✓
Step 2. Application Check-In Meeting	✓
Step 3. Review by UDO Administrator	✓
Step 4. Drafting of Annexation Map	
Step 5. Town Council 1 st Reading (May 12, 2015)	
Step 6. Planning Commission Public Workshop (May 27, 2015)	
Step 7. Drafting of Feasibility Study	
Step 8. Negotiating Committee (at the discretion of Town Council)	
Step 9. Public Notification (May 24, 2015)	
Step 10. Planning Commission Public Hearing and Recommendation (June 24, 2015)	
Step 11. Town Council Public Hearing, 2 nd and Final Reading (August 11, 2015)	
Step 12. Annexation Notification	

ATTACHMENTS:

- 1. Annexation Ordinance
- 2. Annexation Application

ORDINANCE NO. 2015-_____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE ANNEXATION OF CERTAIN REAL PROPERTY OWNED BY CBM REALTY, LLC, RANDALL A. & BRENDA C. JEFFCOAT, AND JAMES B. & CYNTHIA W. SABA, THE SAME CONTAINING APPROXIMATELY 18.79 ACRES, MORE OR LESS, AND BEARING TAX MAP NUMBERS R600-039-000-1129-0000, R600-039-000-1128-0000, R600-039-000-031D-0000, AND R600-039-000-0847-0000

WHEREAS, CBM Realty, LLC, Randall A. & Brenda C. Jeffcoat, and James B. & Cynthia W. Saba are One Hundred percent (100%) owners of certain real property contiguous to the Town of Bluffton's corporate boundaries; and

WHEREAS, on May 8, 2014 and amended on April 7, 2015, CBM Realty, LLC, Randall A. & Brenda C. Jeffcoat, and James B. & Cynthia W. Saba submitted One Hundred Percent (100%) Annexation Petitions, executed January 15, 2014, to annex certain real property contiguous to the Town of Bluffton's corporate boundaries in accordance with S.C. Code Ann. § 5-3-130(3); and

WHEREAS, the Town Council of the Town of Bluffton finds it to be in the Town's best interest to annex into its corporate boundaries that certain property owned by CBM Realty, LLC, Randall A. & Brenda C. Jeffcoat, and James B. & Cynthia W. Saba.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA:

The Town of Bluffton, South Carolina, hereby annexes into its corporate boundaries all that certain property owned by CBM Realty, LLC, Randall A. & Brenda C. Jeffcoat, and James B. & Cynthia W. Saba, the same consisting of 18.79 acres, more or less, being described as Beaufort County Tax Map Numbers R600-039-000-1129-0000, R600-039-000-1128-0000, R600-039-000-031D-0000, and R600-039-000-0847-0000, including adjacent Right-of-Ways, and which is more fully described by the Petition for Annexation of Property and its Exhibits and Attachments, the same being attached hereto and incorporated herein as part of this Ordinance.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2015.

This Ordinance was read and passed at First Reading on _____, 2015.

Lisa Sulka, Mayor
Town of Bluffton, South Carolina

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

A Public Hearing was held on this Ordinance on _____, 2014.

Lisa Sulka, Mayor
Town of Bluffton, South Carolina

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at Second and Final Reading held
on _____, 2014.

Lisa Sulka, Mayor
Town of Bluffton, South Carolina

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina



TOWN OF BLUFFTON
ANNEXATION APPLICATION APR 7 2015

BY: _____

Growth Management Customer Service Center
 20 Bridge Street
 Bluffton, SC 29910
 (843) 706-4522
 www.townofbluffton.sc.gov
 applicationfeedback@townofbluffton.com

Applicant		Property Owner	
Name:	Jim SABA	Name:	Jim SABA
Phone:	843 384 5237	Phone:	843-384-5237
Mailing Address:	7 Jc's Cove Bluffton SC 29910	Mailing Address:	7 Jc's Cove Bluffton SC 29910
E-mail:	jim.saba@hargray.com	E-mail:	jim.saba@hargray.com
Town Business License # (if applicable):			
Project Information			
Project Name:	JC's Cove Parcel	Acreage:	18.79 AC
Project Location:	JC's Cove Road		
Existing Zoning:	May River - Comm Pres. Dist	Proposed Zoning:	AGRICULTURAL
Tax Map Number(s):	R600-039-000 1129 0000 ; R600-039-000-031D R600-039-000-1128-0000 ; R600-039-000-0847-0000		
Project Description:	ANNEXATION OF 4 lots into the TOWN .		
Select Annexation Method (see Annexation Policy and Procedures Manual):			
<input checked="" type="checkbox"/> 100 Percent Petition and Ordinance Method		<input type="checkbox"/> 75 Percent Petition and Ordinance Method	
		<input type="checkbox"/> 25 Percent Elector Petition and Election Method	
Minimum Requirements for Submittal			
<input checked="" type="checkbox"/> 1. Completed Annexation Petition(s) and digital files. <input checked="" type="checkbox"/> 2. Project Narrative and digital file per the attached Annexation Application Checklist. <input checked="" type="checkbox"/> 3. Parcel Information and digital file per the attached Annexation Application Checklist. <input type="checkbox"/> 4. Concurrent Applications and digital files per the attached Annexation Application Checklist. <input type="checkbox"/> 5. All information required on the attached Application Checklist. <input type="checkbox"/> 6. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.			
Note: A Pre-Application Meeting is required prior to Application submittal.			
Disclaimer: The Town of Bluffton assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.			
I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.			
Property Owner Signature:		Date:	4/7/15
Applicant Signature:		Date:	4/7/15
<i>For Office Use</i>			
Application Number:	ANNEX 4-15-00 9166	Date Received:	4/7/15
Received By:		Date Approved:	

**Project Narrative for Proposed Annexation of JC's Cove Parcels
Town of Bluffton, South Carolina**

Project: Annexation of JC's Cove Parcels

Date: April 6, 2015

Applicant: Jim Saba
7 JC's Cove
Bluffton, SC 29910
Tel: (843) 384-5237

Agent: Key Engineering, Inc.
P.O. Box 2569
Bluffton, SC 29910
Tel: (843) 227-3031
Fax: (843) 757-9031

Approval sought: Approval for Annexation

Request:

This is a request for annexation of the following parcels along JC's Cove:

R600-039-000-1129-0000
CBM Realty LLC
7 Simmonsville Road, STE 100
Bluffton, SC 29910
Contact - Jim Saba
843-384-5237
Lot 3 is 1.53 acres

R600-039-000-031D-0000
CBM Realty LLC
7 Simmonsville Road, STE 100
Bluffton, SC 29910
Contact - Jim Saba
843-384-5237
Lot 4 is 13.26 acres

R600-039-000-1128-0000
Randall A. & Brenda C. Jeffcoat
6 JC's Cove
Bluffton, SC 29910
843-247-9900

Lot 2 is 1.0 acre

R600-039-000-0847-0000
James B. & Cynthia W. Saba
7 JC's Cove
Bluffton, SC 29910
843-384-5237
Parcel A is 3.0 acres

Reason for Annexation and Potential Benefits

These properties make up all the properties that access JC's Cove. The adjacent properties have access by roads on their properties. The purpose of this requesting annexation is to have a reasonable use of the undeveloped lots. 7 & 6 JC's Cove have existing residences (of the owners) while Lot 4 and Lot 3 are vacant. Currently these properties are in Beaufort County under the May River Community Preservation District, specifically May River CPD - South Side of May River Road. This district is extremely restrictive both in the density (0.20 lots/acre), the setbacks (1/3 of the lot depth from the OCRM critical line and the road), the application of the required setbacks (added to the required OCRM 50' setback), and the practical challenges of the lot shape. The owner of Lots 3 & 4 will benefit by being able to make a reasonable use of the property which is currently not possible under the county requirements.

Proposed Zoning

It is the desire of the owner of Lot 3 and Lot 4 to eventually build a building on the front lot (Lot 3) to use for storage (such as a barn) or a building to use as a common space building and to subdivide Lot 4 into 4 lots to give to his 3 children and have for other family use. After reviewing the potential zoning districts we feel that requesting Agricultural Zoning for all parcels is appropriate. We believe that this would allow for the development that the owner needs to pass on these lots to his children and to use the front lot for the storage/common property use for the family and that it will provide the best assurance to the Town of Bluffton that the properties would be developed in a way consistent with the Comprehensive Plan and is comparable to the existing zoning in the area.

Comparison of County VS Town zoning and land use

Under the Beaufort County zoning (May River Community Preservation District) the zoning allows agricultural uses, residential uses, limited home uses, limited commercial uses, recreational uses and a few temporary uses. The base residential single family density would be 0.20 on the South Side of the May River. In addition the setbacks and the way that the setbacks are applied make a reasonable use of the property

(Lot 4) impossible due to the shape and depth of the property. The result would be that the 13.23 acres would essentially only be available for 1 lot. Under the proposed Agricultural Zoning for Lot 4 and Lot 3 in the Town the permitted uses would be similar those under the County zoning although the Town Zoning does allow more uses and the allowed maximum residential density would be 1 residential unit/acre.

Consistency with the Town of Bluffton Comprehensive Plan, Future Annexation Area Map, and Future Land Use Map

JC's Cove is along Hwy 46 (May River Road) across from the Town of Bluffton and just one lot away from the Town to the east. The Town extends well beyond JC's Cove Road on the north side of May River Road and eventually is on both sides of the road encompassing Palmetto Bluff. The properties are contiguous with the Town through Lot 3. The existing zoning in the Town along May River road is Neighborhood Core and Neighborhood General close to these lots. We are proposing Agricultural for all of the lots. This will allow lower density residential for all the lots along JC's Cove which is consistent with the environmental protection objectives in the comprehensive plan.

Estimate of current and proposed population of annexation area

There are 2 families (4 persons total) on Parcel A and Lot 2. Lots 3 and 4 are currently undeveloped. The desire of the owner of lots 3 and 4 are to subdivide lot 4 into 4 parcels and give those to his 3 children and retain one for himself. The 3 children have families with children which added with the existing families should mean the proposed population in the annexation would be approximately 18 persons. The owner would like to use Lot 3 for a common area/ storage building use which would not increase the population.

Current Utility Service Providers

These lots are currently being served by SCE&G for electricity and by Hargray for communications (telephone & cable). This should remain the same after the annexation.

JC's Cove Road Parcels





COUNTY COUNCIL OF BEAUFORT COUNTY
Beaufort County Zoning & Development
Multi Government Center • 100 Ribaut Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
OFFICE (843) 255-2170
FAX (843) 255-9446

March 27, 2014

Mr. Brian Pennell
Key Engineering
Post Office Box 2569
Bluffton, SC 29910

Re: Zoning Verification Letter
District 600, Map 039, Parcels 31D, 847, 1128, and 1129

Dear Mrs. Mabry:

This is to certify that the referenced properties, located at 2, 4, 6, 7 JC's Cove, and further defined as being located in Bluffton District is zoned May River Community Preservation District – South.

Parcel 1129 is subjected to the Beaufort County's Highway Corridor Overlay District. Parcels 847 and 1128 are subjected to the Beaufort County's River Buffer Overlay District.

If I may be of further assistance, please do not hesitate to call me at 843.255.2173.

Sincerely,


Hillary A. Austin
Zoning & Development Administrator



**TOWN OF BLUFFTON
ANNEXATION POLICY & PROCEDURES MANUAL**

APPENDICES

100 Percent Petition Form

TO THE MAYOR AND COUNCIL OF THE TOWN OF BLUFFTON:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory into the Town by ordinance effective as soon hereafter as possible, pursuant to S.C. Code Ann. § 5-3-150(3).

The territory to be annexed is described as follows:

The property is designated as follows on the County tax maps: R600 039 000 0847 0000

It is requested that the property be zoned as follows: Agriculture

Cindy W. Saba 1-15-14
James B. Saba 1-15-14
Signature Date

Cindy W. Saba
James B. Saba
Print Name

7 JCS Cove Bluffton SC 29910
Street Address, City, Zip

=====
FOR MUNICIPAL USE:

Petition received by _____, Date _____

Description and Ownership verified by _____, Date _____

Recommendation: _____

By: _____, Date _____



**TOWN OF BLUFFTON
ANNEXATION POLICY & PROCEDURES MANUAL**

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The territory to be annexed is described as follows:

The property is designated as follows on the County tax maps: R600 039 000 1129 0000 6 #2

It is requested that the property be zoned as follows: Agriculture

Cindy W. Saba 1-15-14
James B. Saba 1-15-14
Signature Date

Cindy W. Saba
James B. Saba
Print Name

CBM REALTY LLC
7 Simmonsville Rd STE 100 BLUFFTON 29910
Street Address, City, Zip

=====
FOR MUNICIPAL USE:

Petition received by _____, Date _____

Description and Ownership verified by _____, Date _____

Recommendation: _____

By: _____, Date _____



TOWN OF BLUFFTON
ANNEXATION POLICY & PROCEDURES MANUAL

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The territory to be annexed is described as follows:

The property is designated as follows on the County tax maps: R600 039 000 031D 0000

(Lot A) #4

It is requested that the property be zoned as follows: Agriculture

Cindy W. Saba 1-15-14
James B. Saba 1-15-14
Signature Date

Cindy W. Saba
James B. Saba
Print Name

CBM REALTY LLC
7 Simmonsville Rd STE 100 BLUFFTON 29910
Street Address, City, Zip

=====
FOR MUNICIPAL USE:

Petition received by _____, Date _____

Description and Ownership verified by _____, Date _____

Recommendation: _____

By: _____, Date _____



**TOWN OF BLUFFTON
ANNEXATION POLICY & PROCEDURES MANUAL**

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The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory into the Town by ordinance effective as soon hereafter as possible, pursuant to S.C. Code Ann. § 5-3-150(3).

The territory to be annexed is described as follows:

The property is designated as follows on the County tax maps: R 600 039 000 1128

It is requested that the property be zoned as follows: Agriculture

Randall A. Jeffcoat
Signature

1-15-14
Date

Brenda C. Jeffcoat

Randall A. Jeffcoat
Print Name

Brenda C. Jeffcoat

6 JCs Cove BLUFFTON 29910
Street Address, City, Zip

=====
FOR MUNICIPAL USE:

Petition received by _____, Date _____

Description and Ownership verified by _____, Date _____

Recommendation: _____

By: _____, Date _____



6 SNAKE ROAD, OKATIE, SC 29909-3937
 Phone 843.987.9292 Fax 843.987.9293
 Customer Service 843.987.9200
 Operations & Maintenance 843.987.9220
 Engineering 843.987.9250
 www.bjwsa.org

ED SAXON, PE, GENERAL MANAGER
 843.987.9249 (o) | 843.263.1924 (c)

February 19, 2015

Brian Pennell, PE
 Key Engineering, Inc.
 PO Box 2569
 Bluffton, SC 29910

Re: JCs Cove Utilities (BJWSA No. 2015-028)

Dear Brian:

The Authority has reviewed the plans for the above referenced project and approves them with comments for DHEC wastewater and water delegated review-permitting purposes. Please address the comments and submit the following along with the marked up plans:

1. The original SC DHEC application for Permit to Construct, properly completed, signed in blue ink, with three (3) copies.
2. Four (4) copies of the stamped plans.
3. Four (4) copies of the appropriate water and wastewater design calculations, including flow and pump station calculations, pump curve etc.
4. Four (4) copies of a detailed 8½ x 11" location map, separate from the plans.
5. Two (2) copies of an overall layout sheet of the water system separate from the plans that shows the proposed water lines (highlighted for identification) and their sizes. Include only those existing streets and water lines immediately adjacent to the proposed water lines.
6. Two (2) copies of an overall layout sheet of the wastewater system separate from the plans that shows the proposed sewer lines (highlighted for identification) and their sizes. Include only those existing streets and sewer lines immediately adjacent to the proposed sewer lines.
7. A check in the amount of \$150.00 payable to SC DHEC for the delegated review fee.
8. A check in the amount of \$230.00 payable to L.COG.

Please ensure *all* required documents are included in the submittal. If there is an omission of any of the above items, your package will be returned.

Water will be supplied from our main water system (DHEC 0720003). Sewer flows will be received and processed by the Cherry Point WRF (ND 0074004). BJWSA will own, operate and maintain the constructed facilities once service authorization is obtained from this office.

DAVID S. LOTI
 CHAIR

DONNA L. ALTMAN
 VICE CHAIR

JAMES N. SCOTT
 SECRETARY/TREASURER

JAMES E. BAKER
 JACK E. BURKE
 DR. WILLIAM SINGLETON

MICHAEL L. BELL
 BRANDY M. GRAY
 W. R. "SKEET" VON HARTEN

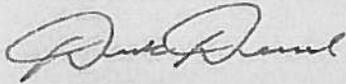
LORRAINE W. BOND
 DONALD A. MANSON

Page 2
February 19, 2015
Brian Pennell, PE – JCs Cove Utilities

The Capacity and Project Fees quote is attached to this letter. Upon receipt of the SC DHEC Construction Permit, a mandatory pre-construction conference must be scheduled. **Electronic Contractor and Engineer approved submittals, BJWSA markups and two sets of revised plans must be received 48 hours prior to the pre-con.** Please contact Timothy Andrepont at 843-987-9295 to arrange a convenient time.

Should you have any questions or need further information, please do not hesitate to contact me.

Sincerely,



Richard Deuel
Development Projects Manager

rgd/dh

Enclosure

4. **REPRESENTATIONS AND WARRANTIES.** Seller specifically disclaims any warranty or representations in regard to whether Purchaser may annex the Saba property.
5. **CLOSING.** The closing shall take place on or before March 15, 2015 or at such other time and place as the parties may mutually agree,
6. **CONVEYANCE OF REAL PROPERTY.** Title to the above-described property to be conveyed to the Purchaser shall convey good and marketable title in fee simple by limited warranty deed, in recordable form, free and clear of all liens and encumbrances whatsoever except as follows:

Easements and restrictions of record not negatively impacting the use of the property; provided, however, Purchaser recognizes that the restrictions of record shall prevent certain uses on the Property as provided in the applicable restrictions of record;
Applicable Zoning Ordinances;
Current ad valorem property taxes for the current year shall be prorated as of the date of closing;

Title to be conveyed shall be such so as to enable Purchaser to obtain an ALTA title insurance commitment in the amount of the purchase price, which shall include no exceptions for loss or damage by reason of encroachments, overlaps, or boundary line disputes or any other survey matters, easements or claims of easements not shown by the public records. At Closing, Seller shall execute all documentation reasonably requested by Purchaser's title insurance company.

7. **TITLE OBJECTION.** No less than ten (10) days prior to the closing, Purchaser shall deliver to Seller a written statement of objections, if any, to Seller's title to the property, and Seller shall have ten (10) days after the receipt of such statement of objections in which to cure or remove the same. Seller does hereby covenant and agree to use Seller's best efforts to cure or remove said objection within said ten (10) day period. In the event Seller fails or refuses to cure or remove said objections within said ten (10) day period (or within such longer period as may be designated by Purchaser in writing), Purchaser shall have the option of either (i) purchasing the property with no abatement in price or (ii) terminating this contract by written notice, and no party hereto shall have any further rights, liabilities or obligations hereunder.
8. **CLOSING COSTS AND PRORATIONS.** All current real estate taxes, rents, regular homeowners association fees, regular regime fees and other similar impositions shall be apportioned pro rata on a per diem basis as of the date of Closing. If the property taxes for the current year are not known at the date of Closing, the taxes shall be based upon the prior years taxes plus ten (10%) percent. If the property conveyed hereunder is subject to potential roll-back taxes, Seller shall insure that the property is conveyed at closing free and clear of such potential assessment. All taxes for any years prior to the year of closing shall be the responsibility of the Seller. Purchaser and Seller shall each pay their own closing costs in accordance with the standards of practice in Beaufort County, South Carolina. Purchaser

shall be responsible for any applicable local transfer fee(s). Seller shall be responsible for paying the Deed Recording Fee as required by §12-24-10 of the Code of Laws of South Carolina 1976, as amended (formerly referred to as documentary stamps). Unless otherwise agreed in this contract, Seller shall be obligated to pay in full any regime or property owner associations special assessments approved by its Board of Directors or similar body prior to closing; however, a special assessment to cover insurance premiums, whenever assessed prior to closing, shall be pro-rated based on ownership over the period covered by the premium.

In the event the Property is subject to assessments as a result of restrictive covenants, master deeds, or other similar encumbrances, Seller shall be responsible for the payment of any special assessments established by the governing authority prior to the date of closing and shall cause all such assessments to be paid in full at Closing. Purchaser shall be responsible for the payment of all special assessments established after the date of Closing. This provision of the Contract shall survive Closing.

The Purchaser shall pay of the cost of any survey that may be required by Purchaser, but Seller will provided Purchaser with any existing surveys or plot plans that it has in its possession at no cost to Purchaser.

The property does does not have a homeowner's association transfer fee or community enhancement fee, or an initiation fee due upon the transfer of the property. If applicable, the fee is based on a percentage of the Purchase Price or a flat fee and shall be paid by the Seller or Purchaser . This does not include any administrative or processing fee charged by the association or management agent, where such administrative or processing fee is to be paid by the Seller or Purchaser .

9. **BROKERAGE FEES.** The Seller hereby agrees to be responsible for the real estate commission paid. ROI Real Estate is the listing agent, and Scheider Land & Timber Co., Inc. is the selling agent. Such commission will be paid at closing of this transaction.
10. **NOTICES.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted via: (i) personal delivery; or via (ii) nationally recognized overnight delivery service to the Seller or the Purchaser, as the case may be, at the addresses set forth hereinabove.
11. **DEPOSITS/DEFAULT.** All money deposited by Purchaser hereunder shall be applied toward the Purchase Price at Closing. Upon failure of either party to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) calendar day right to cure, it is understood and agreed by and between the parties hereto that either party may proceed with all rights and remedies at law or in equity against the defaulting party. In the case of a Purchaser default, the Seller may elect, in lieu of all other remedies, the forfeiture of the earnest money deposit as liquidated and agreed upon damages. In the event of a forfeiture of the earnest money deposit, it shall be forfeited to Sellers. In the

event of any litigation commenced because of a default hereunder, the prevailing parties in such litigation shall be entitled to recover attorneys fee and court costs from the non-prevailing parties.

12. **ESCROW AGENT.** All escrow or earnest money deposits herein shall be held by JAMES P. SCHEIDER, JR. of Vaux Marscher Berglind, P.A. ("Escrow Agent"). The Escrow Agent shall not be charged with any knowledge until such facts are communicated to the Escrow Agent in writing. The Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction to its counsel fees, costs, disbursements, and all other expenses and liabilities to which it may, in its sole judgment, be subjected to in connection with such action. Purchaser and Seller shall at all times indemnify the Escrow Agent against all actions, proceedings, claims or demands arising out of this transaction. In the event of a dispute by and between Purchaser and Seller which can not be resolved, Escrow Agent shall have the option of depositing the Earnest Money into the Office of the Clerk of Court for Beaufort County, South Carolina pending resolution of the disposition of said funds and upon depositing said funds, Escrow Agent shall have no further responsibilities. Escrow Agent is authorized to deduct from the Earnest Money any filing fees necessary to deposit same with the Office of the Clerk of Court for Beaufort County, South Carolina.
13. **MISCELLANEOUS.** This Contract shall be binding upon and shall inure to the benefit of Seller and Purchaser, their respective successors, successors-in-title, legal representatives, and assigns. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or un-enforceability shall not affect the validity or enforceability of any other provisions hereof. This Contract contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force or effect. This Contract may not be modified except by written modification, executed by all parties hereto. All titles or captions of the paragraphs set forth in this Contract are inserted only as a matter of convenience and/or reference and in no way define, limit, extend or describe the scope of this Contract, or the intent of any provision hereof. This Contract, and the warranties and representations set forth herein, shall not be merged into the documents executed at closing, but shall survive the closing and provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Purchaser has caused this Agreement to be executed this 27th day of January, 2014

WITNESSES:




STOCK FARM DEVELOPMENT, LLC

By: Emmett McCracken

IN WITNESS WHEREOF, the Seller has caused this Agreement to be executed this 26th day
of January, 2014 595

WITNESSES:

Janie P. Bennett

Janice K. DeVaney

James Saba

CBM REALTY, LLC

By: James Saba

**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
Encroachment Permit**

Permit No : 178422

Permit Decision Date :

2/23/2015

Expiration Date : 2/23/2016

Type Permit : WATERLocation:

<u>District</u>	<u>Work County</u>	<u>Type</u>	<u>Route</u>	<u>Aux</u>	<u>Begin MP</u>	<u>End MP</u>
6	Beaufort, SC	SC	46	None	8.803	8.745

Contact
Information

Applicant: BJWSA

Phone: 8439879295

Contact: Timothy Andrepont

Address: 6 Snake Road,

City: Okatie

State: SC

Zip: 29909

Comments

Sewer FM between JC's Cove Road and Verdier Cove Road - Water
across Hwy 46 at JC's Cove Road

Special Provisions:

0004 - SCDOT SHALL BE NOTIFIED WHEN WORK DEFINED IN THE PERMIT STARTS AS WELL AS WHEN THE WORK IS COMPLETED. REFERENCE SHALL BE MADE BY PERMIT NUMBER.

0101 - SHOULDER SOD DESTROYED BY THIS INSTALLATION TO BE REPLACED FOR THE ENTIRE AREA. THE AREA SHALL BE RE-SHAPED AND ROLLED TO THE CROSS SECTION EXISTING PRIOR TO THIS WORK.

0102 - BORE PITS SHALL BE CLOSED IMMEDIATELY AFTER INSTALLATION.

0103 - THE PROPOSED ENCROACHMENT SHALL BE TRENCHED TO A MINIMUM DEPTH OF 42" BELOW THE CROSS SECTION AS ORIGINALLY CONSTRUCTED.

0107 - TRENCH TO BE PROPERLY BACK-FILLED AND THOROUGHLY TAMPED. THE ENTIRE DISTURBED AREA SHALL BE RE-SHAPED AND DRESSED OUT IN A WORKMANSHIP LIKE MANNER.

0109 - THE BORE SHALL BE MADE BY THE DRY BORE METHOD IN SUCH A MANNER AS NOT TO DISTURB THE PAVEMENT. THE BORE PIT MUST NOT BE CLOSER THAN FIVE (5) FEET FROM THE EDGE OF PAVEMENT. THE BORE DEPTH SHALL BE NOT LESS THAN 48" DEEP AT ANY POINT IN THE BORE. NOTICE SHALL BE GIVEN TO THE DEPARTMENT IMMEDIATELY IF THE BORE TURNS AND DAMAGES THE ROAD.

0112 - ALL WATER METERS, AIR VALVES, ELECTRIC TRANSFORMERS, CATV CONNECTION BOXES, TELEPHONE PEDESTALS, AND/OR OTHER UTILITY/SPLICE BOXES SHALL BE PLACED AT THE RIGHT-OF-WAY LINE.

0120 - RESTORATION OF PAVEMENT, SHOULDERS, DITCHES, ETC., TO BE PERFORMED AS SOON AS POSSIBLE AFTER CONSTRUCTION, OR SCHEDULED SO THAT THE CONSTRUCTION IS NO FURTHER THAN 2,000 L.F. AHEAD OF COMPLETE RESTORATION.

0123 - ALL WORK PERFORMED IN CONNECTION WITH THIS PERMIT SHALL CONFORM TO THE SCDOT "A POLICY FOR ACCOMODATING UTILITIES ON HIGHWAY RIGHT-OF-WAY" MOST CURRENT EDITION.

0125 - ALL CROSSLINE PIPES ARE TO BE LOCATED AND FLAGGED PRIOR TO BEGINNING OPERATION.

0209 - DISTURBED VEGETATION SHALL BE RESEDED ACCORDING TO THE SPECIFICAION FOR HIGHWAY CONSTRUCTION.

0302 - NO EXCAVATION SHALL BE LEFT OPEN ALONG HIGHWAY.

0306 - TRAFFIC CONTROL, LIGHTS, SIGNS AND FLAG-MEN WILL BE FURNISHED BY APPLICANT AND WILL CONFORM TO PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

0310 - FIELD CHANGES, IF NECESSARY, MUST BE APPROVED IN WRITING BEFORE ACTUAL CONSTRUCTION OF PROPOSED CHANGES.

0311 - SEDIMENT AND EROSION CONTROL DEVICES SHALL BE USED TO MINIMIZE THE MOVEMENT OF SEDIMENT.

0312 - THE PERMITTEE SHALL HOLD THE DEPARTMENT HARMLESS FOR DAMAGES TO BOTH UPSTREAM AND DOWNSTREAM PROPERTIES.

0318 - THE APPLICANT SHALL BE RESPONSIBLE FOR IMMEDIATE REMOVAL OF SUCH TRAFFIC HAZARDS AS MUD, DEBRIS, LOOSE STONE, AND TRASH AS MAY BE WASHED OR SPILLED ON THE TRAVELED ROADWAY AS A RESULT OF THE PROPOSED WORK.

Application for Encroachment Permit

S.C. Department of Transportation
Form 637 (Rev 09/2014)

SC DOT Permit Application #200019026

Contact Information

Applicant: BJWSA

Street: 6 Snake Road

City: Okatie

State: SC Zip Code: 29909

Phone: (843)987-9295 Fax:

Email: TimothyA@BJWSA.org

Contact: Timothy Andrepont

Project Location

Primary County: Beaufort

County	Road Name
Beaufort	May River Rd

1. Type of Encroachment: WATER

Water and Sewer in DOT R/W

2. Description of Location:

Sewer FM between JC's Cove Road and Verdier Cove Road - Water across Hwy 46 at JC's Cove Road

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

SC DOT Permit Application #200019026

Customer Agreement

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way. **DISCHARGES OF STORM WATER AND NON-STORM WATER:** Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein, and the applicant agrees to indemnify and hold SCDOT harmless from and against any and all claims for personal injury and/or property damage which may be sustained by reason of the construction, maintenance or existence of said encroachment on the SCDOT's right of way.

Applicant's Name: Timothy Andrepont Date: 2/12/2015

(Please print or type)

Applicant's Sig: Timothy Andrepont Title: Engineer Associate

For Office Use Only

For Office Use Only

In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

See Attached Special Provision and/or Permit Requirements

NPDES Permit
Nbr:

(Date received by res. Maint. Engr.)

(SCDOT Approval)

(Date)

SC DOT Permit Application #200019026

General Provisions

Application for Encroachment Permit General Provisions

1. **DEFINITIONS:** The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, personal representatives, successors and assigns. The word "DEPARTMENT" shall mean the South Carolina Department of Transportation.
2. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the highway right of way, the Department's Resident Maintenance Engineer in the county in which the proposed work is located shall be notified 24 hours in advance so that he may be present while the work is under way.
3. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the Department or law enforcement officer on demand.
4. **PROTECTION OF HIGHWAY TRAFFIC:** The applicant shall be responsible for the protection of the highway traffic at all times during the construction, maintenance, removing or moving of the encroachment permitted herein. Detours, barricades, warning signs and flagmen, as necessary, shall be provided by and at the expense of the Permittee and shall be in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The work shall be planned and carried out so that there will be the least possible inconvenience to the motoring public. The Permittee agrees to observe all rules and regulations of the Department while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
5. **STANDARDS OF CONSTRUCTION:** All work shall conform to the Department's standards of construction and shall be performed in a workman-like manner. The applicant shall make adequate provisions for maintaining the proper drainage of the highway as it may be affected by the encroachment permitted herein. All work shall be subject to the supervision and satisfaction of the Department.
6. **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the State Highway Engineer, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the highway, widening of the highway, or for any other sufficient reason, such moving shall be done on demand of the Department at the expense of the Permittee.
7. **RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Department or at the option of the Permittee, the highway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
8. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
9. **ADDITIONAL PERMISSIONS:**
 - (a) It is distinctly understood that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights, as necessary, from said abutting property owners.
 - (b) The Permittee shall be responsible for obtaining all other approvals or permits necessary for installation of the encroachment from other government entities.

**SC DOT Permit
Application
#200019026**

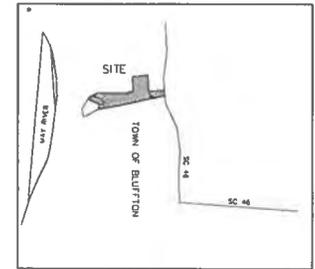
- (c) There shall be no excavation of soil nearer than one foot to any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department after an opportunity to be heard is given the owner of such line or appurtenant facility.
10. **ADDITIONAL WORK PERFORMANCE:**
- (a) All crossings over the highway shall be constructed in accordance with "Specifications for Overhead Crossings of Light and Power Transmission Lines and Telegraph Lines over each other and over Highway Rights of Way in South Carolina," as approved by the Public Service Commission of South Carolina and effective as of date of this permit.
- (b) All tunneling, boring, or jacking shall be done in such a way as not to disturb the highway surfacing.
- (c) No pavement shall be cut unless specifically authorized herein.
- (d) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein.
- (e) Underground facilities will be located at minimum depths as defined in the "Utility Accommodations Manual" for the transmittant, generally as follows: 4 feet minimum for hazardous or dangerous transmittant, 3 feet minimum for other lines. The Department may approve shallower depths if adequate protection is provided. Such approval must be obtained in writing.
- (f) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing the pavement. The section under the highway pavement and within a distance of three (3) feet on either side shall be continuous without joints.
11. **ACCESS:**
- (a) Permittee is responsible for maintaining reasonable access to private driveways during construction.
- (b) It is expressly provided that, with respect to any limited access highway, the Permittee shall not have or gain access from the main traveled way of the highway, or the on or off ramps to such facility, except upon approval by the Department.
12. **DRIVEWAYS:**
- (a) The existing crown of the highway shall be continued to the outside shoulder line of the highway.
- (b) If the driveway or approach is concrete pavement, the pavement shall be constructed at least 6 inches thick and with a minimum of class 2500 concrete. There shall be a bituminous expansion joint, not less than 3/4 inches in thickness, placed between the highway paving and the paving of the approach for the full width of the approach.
13. **BEAUTIFICATION:**
- (a) All trees, plants, flowers, etc. shall be placed in accordance with the provisions specifically stipulated herein.
- (b) All trees, plants, flowers, etc. shall be maintained by, and at the expense of, the Permittee and the provisions of this permit shall become null and void, if and when said Permittee ceases to maintain said trees, plants, flowers, etc.
14. **AS-BUILT PLANS:**
- (a) The applicant shall provide the Department with survey-quality as-built plans in accordance with the requirements set forth in the Department's "A Policy for Accommodating Utilities on Highway Rights of Way".

**SC DOT Permit
Application #200019026**

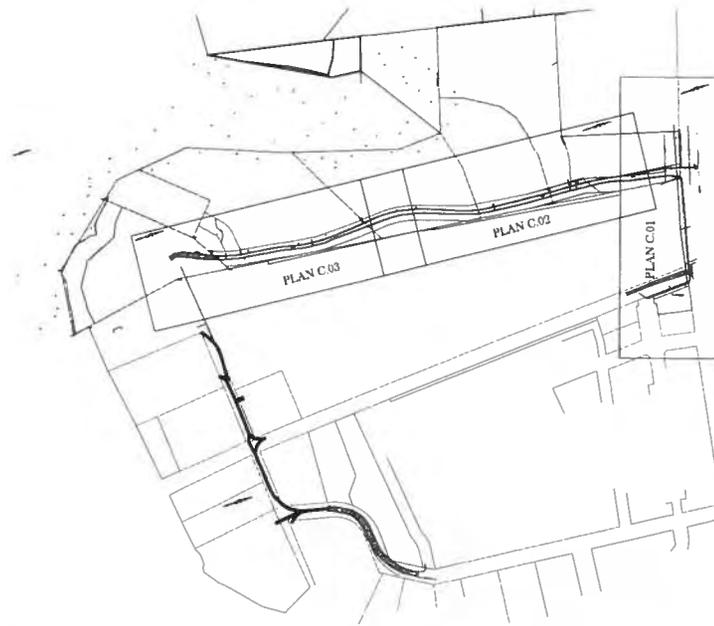
Page 5 of 6

**ENGINEERING PLANS FOR
JC'S COVE UTILITIES**

PREPARED FOR: JIM SABA
7 JC'S COVE ROAD
BLUFFTON, SC 29910
PROJECT No.: KE09037-TOB
DATE: SEPTEMBER 2014



VICINITY MAP
NOT TO SCALE



PROJECT MAP

SCALE: 1" = 200'



RELEASE SCHEDULE

NO.	DATE	COMMENTS	DESCRIPTION	BY

SHEET INDEX

THIS SHEET	COVER
C.01	UTILITY PLAN/PROFILE SHEET 1
C.02	UTILITY PLAN/PROFILE SHEET 2
C.03	UTILITY PLAN/PROFILE SHEET 3
C.04	UTILITY DETAILS & NOTES

JC'S COVE UTILITIES

BJWSA: 2015-028

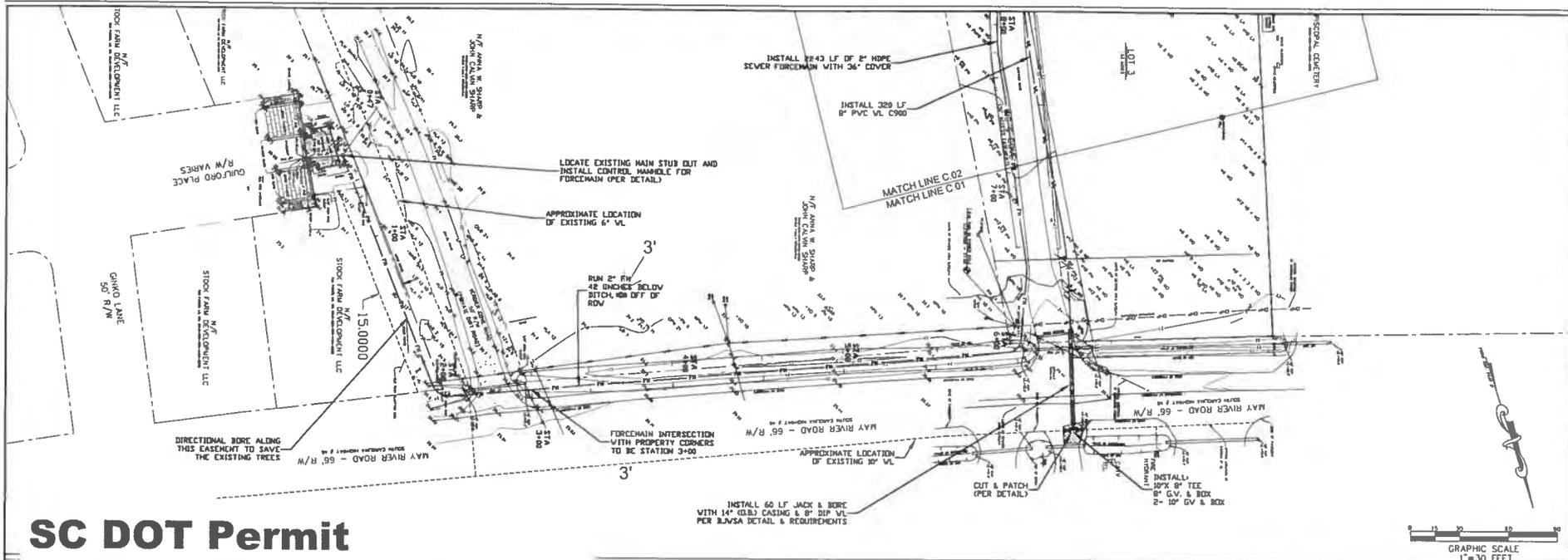


KEY ENGINEERING, Inc.
P.O. BOX 2569
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 227-9331 / FAX (843) 757-9631



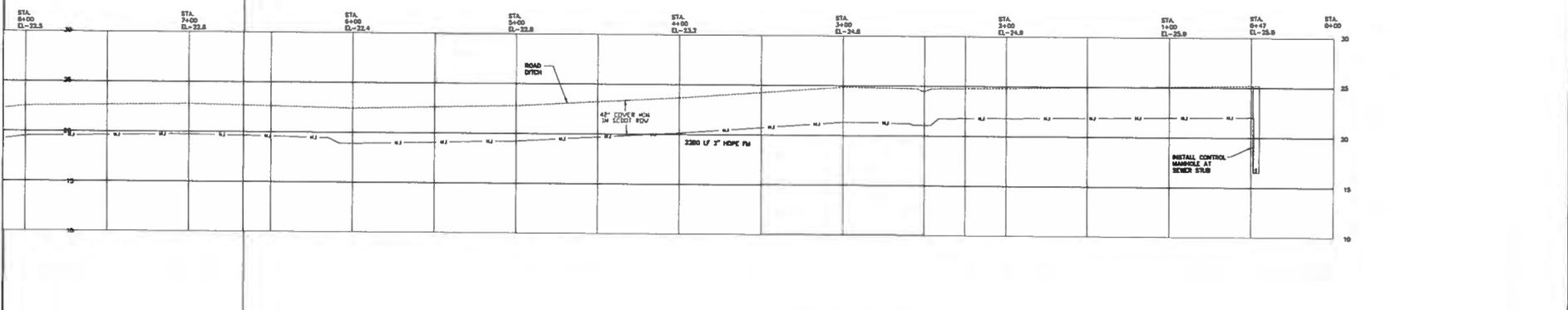
KE09037-TOB

JC'S COVE UTILITIES



**SC DOT Permit
Application #200019026**

Page 6 of 6



SEWER FORCEMAIN PROFILE
SCALE
VERTICAL: 1" = 5'
HORIZONTAL: 1" = 30'

KEY ENGINEERING, Inc.
P.O. BOX 2660
BLUFFTON, SOUTH CAROLINA 29910
PH: (843) 227-5351 / FAX: (843) 251-9431

STATE OF SOUTH CAROLINA
2/2/15
No. 16590

DESIGNED BY: BOP
DRAWN BY: BOP
DATE: 9/29/14
SCALE: 1" = 30'
PROJECT NO.: KED0937-109

JCS COVE UTILITY PLAN
TOWN OF BLUFFTON, SOUTH CAROLINA
PREPARED FOR: JIM SABA

IN VIEW

C.01

FRONT

REAR

NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SC DOT PERMIT APPLICATION #200019026.
2. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
3. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.

BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
SEWER MAIN CONTROL, MANHOLE
S-21

TYPICAL MANHOLE DETAIL

NOTES:
1. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
2. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.

BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
SEWER MAIN CONTROL, MANHOLE
G-02

TYPICAL AREA DETAIL

NOTES:
1. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
2. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.

BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
SEWER MAIN CONTROL, MANHOLE
G-03

TYPICAL WATER SERVICE CONNECTION (WITHOUT SUMP)

NOTES:
1. THE WATER SERVICE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
2. THE WATER SERVICE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.

BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
WATER SERVICE, PLUMBING
W-08

TYPICAL FITTING AND JOINT DETAIL

NOTES:
1. THE FITTING AND JOINT SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
2. THE FITTING AND JOINT SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.

BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
MECHANICAL RESTRAINT
G-08

TYPICAL FITTING AND JOINT DETAIL

NOTES:
1. THE FITTING AND JOINT SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
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BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
MECHANICAL RESTRAINT
G-13

TYPICAL FITTING AND JOINT DETAIL

NOTES:
1. THE FITTING AND JOINT SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
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BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
MECHANICAL RESTRAINT
G-09

TYPICAL FITTING AND JOINT DETAIL

NOTES:
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2. THE FITTING AND JOINT SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.

BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
MECHANICAL RESTRAINT
W-09

CONCRETE MARKER

NOTES:
1. THE CONCRETE MARKER SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
2. THE CONCRETE MARKER SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.

BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
STANDARD VALVE DETAIL
G-12

TYPICAL FITTING AND JOINT DETAIL

NOTES:
1. THE FITTING AND JOINT SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
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BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
MECHANICAL RESTRAINT
G-09

TYPICAL FITTING AND JOINT DETAIL

NOTES:
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BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
MECHANICAL RESTRAINT
W-09

TYPICAL FITTING AND JOINT DETAIL

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BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
MECHANICAL RESTRAINT
W-09

TYPICAL FITTING AND JOINT DETAIL

NOTES:
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BEALFLOUT - JAMES
WATER & SEWER AUTHORITY
MECHANICAL RESTRAINT
W-09

TYPICAL FITTING AND JOINT DETAIL

NOTES:
1. THE FITTING AND JOINT SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE ADJACENT PAVED SURFACE.
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GENERAL SITE NOTES:

- CONTRACTOR TO CONTACT ALL UTILITY COMPANIES BEFORE ANY WORK COMMENCES TO VERIFY UTILITIES THROUGH PROJECT AREA AND NOTIFY OWNERS OF ANY VIOLATIONS PRIOR TO BEGINNING WORK OR PURCHASE OF MATERIALS.
- THE EXISTING UTILITIES SHOWN ARE BASED ON AVAILABLE RECORDS AND FIELD EXAMINATION. ALL UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL INVESTIGATE AND DETERMINE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. ON PURCHASE OF ANY MATERIALS, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR AS A RESULT OF THE CONTRACTOR'S FAILURE TO EXERCISE CARE AND PRECISE AND ALL UNDERGROUND UTILITIES.
- IT IS THE OBLIGATION OF THE BIDDER TO MAKE HIS OWN INVESTIGATION OF ALL UTILITIES AND DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES AND EXTENT OF THE MATERIALS TO BE EXCAVATED AND RELOCATED, DELETED AND COMPACTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE AMOUNT AND NATURE OF THE MATERIALS TO BE EXCAVATED.
- ALL WORK SHALL CONFORM TO APPLICABLE TOWN AND COUNTY REQUIREMENTS AND CODES.
- CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND APPROVALS TO MINIMIZE TRAFFIC INTERFERENCE AND OPERATIONS OF FACILITIES.
- ALL CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED IN AN APPROVED WASTE DISPOSAL AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

UTILITY NOTES:

- ALL CONSTRUCTION MUST CONFORM TO APPLICABLE STATE AND FEDERAL STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND APPROVAL OF ALL NECESSARY PERMITS AND APPROVALS FROM ALL NECESSARY AGENCIES PRIOR TO COMMENCING WORK.
- ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR AS A RESULT OF THE CONTRACTOR'S FAILURE TO EXERCISE CARE AND PRECISE AND ALL UNDERGROUND UTILITIES.
- ANY CHANGES, ADDITIONS OR DELETIONS MUST HAVE WRITTEN APPROVAL FROM THE DESIGN ENGINEER AND/OR THE ENGINEER PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND APPROVALS AS REQUIRED BY BEALFLOUT COUNTY ORDINANCES.
- THE CONTRACTOR MUST NOTIFY BEALFLOUT COUNTY (404) NUMBER PRIOR TO ANY CONSTRUCTION, INSPECTION AND/OR TESTING OF THE WATER DISTRIBUTION SYSTEM.
- ALL PIPE BEHIND SHALL BE TYPE CLASS "B" (ASTM D2239) UNLESS OTHERWISE SPECIFIED BY SC DMC OR BEALFLOUT.

**BJSWA # 2015-028
February 23th, 2015**

ELECTRICAL PANEL

BRASS ADAPTER
BRASS NIPPLE
LATERAL PIPE TO MAIN 2" DV
2" DV

TYPICAL LAYOUT OF 30" DIA. SUMP/ MANHOLE DETAIL

TYPICAL LAYOUT OF 30" DIA. SUMP/ MANHOLE DETAIL

KEY ENGINEERING, Inc.
P.O. BOX 2569
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 227-3000 / FAX (843) 227-3001

JCS COVE UTILITY PLAN
TOWN OF BLUFFTON, SOUTH CAROLINA
PREPARED FOR: JCS SAHA
UTILITY DETAILS

DESIGNED BY: BOP
DRAWN BY: BOP
DATE: 1/29/14
SCALE: N.T.S.
PROJECT NO.: HD0037-108

C.04