

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/>
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* 3. Date Received: <input type="text" value="09/12/2014"/>	4. Applicant Identifier: <input type="text"/>
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5a. Federal Entity Identifier: <input type="text"/>	* 5b. Federal Award Identifier: <input type="text"/>
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State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
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8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="57-6000286"/>	* c. Organizational DUNS: <input type="text" value="073701591"/>
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d. Address:

* Street1:	<input type="text" value="217 Fort Johnson Road"/>
Street2:	<input type="text" value="PO Box 12559"/>
* City:	<input type="text" value="Charleston"/>
County:	<input type="text" value="Charleston"/>
* State:	<input type="text" value="SC: South Carolina"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="29422-2559"/>

e. Organizational Unit:

Department Name: <input type="text" value="SC Dept. of Natural Resources"/>	Division Name: <input type="text" value="Marine Resources Division"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Scott"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Meister"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="843-953-9062"/>	Fax Number: <input type="text" value="843-953-9353"/>
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* Email:

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9. Type of Applicant 1: Select Applicant Type:

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.622

CFDA Title:

Sportfishing and Boating Safety Act

*** 12. Funding Opportunity Number:**

F14AS00241

* Title:

Boating Infrastructure Grants Tier 2

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City: Charleston
County: Charleston
State: South Carolina

*** 15. Descriptive Title of Applicant's Project:**

SC BIG 2015 Tier 2 - Ripley Light Yacht Club, Charleston, South Carolina - Transient Infrastructure Development

Attach supporting documents as specified in agency instructions.

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16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,281,940.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="20,348.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="1,220,895.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,523,183.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

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*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

PROJECT STATEMENT

Introduction

Charleston, South Carolina can't get much hotter. This is not for the fact that the summertime heat has descended upon the Lowcountry, but the City has recently been named the top tourist destination in the US for the 3rd year in a row by Condé Nast Traveler magazine! On a global scale, the publication ranks Charleston as the 5th most desirable tourist destination, besting cities such as Rome, Venice, Sydney, and Prague. As part of the visitor experience, Charleston also receives high marks in "friendliness" and is ranked by Condé Nast as the friendliest City in the United States.

The allure of Charleston is based on a variety and special combination of aspects. The Office of Tourism Analysis at the College of Charleston ranks the following as Charleston's greatest assets:

1. Food
2. History
3. Ambiance/Atmosphere
4. Shopping
5. Local Hospitality
6. Beach/Waterfront
7. Tours
8. Attractions

In short, Charleston has it all....except for one very important thing. Boating access to the City remains limited, particularly wetslip access for visiting transient boaters.

Project Background and Need

Ashley River Properties II, d/b/a The Ripley Light Yacht Club, is a publicly-accessible marina situated on the Ashley River in Charleston, South Carolina and currently provides 83 wetslip berthing spaces for a variety of vessels, including sailboats, sport cruisers, and sport fishing vessels. The marina is located in an area of Charleston long-favored by sport fishing captains and crew based on convenient access from land and immediate access to Charleston Harbor and the Atlantic Ocean.

The marina currently plays host to the most popular king mackerel fishing tournament in the area, the Fishing for Miracles tournament, which benefits the Medical University of South Carolina Children's Hospital and the Coastal Conservation Association of South Carolina.

In addition to the fishing events and camaraderie that is shared on the docks by fishing captains, charter crews, and visiting anglers, the marina also is host to a few special projects. These include

Camp Happy Days events and parties on the expansive, existing marina deck. Camp Happy Days is a Charleston-area organization which benefits children with cancer. Also, the Ripley Light Yacht Club provides free dockage to the Veterans on Deck program which provides sailing opportunities to veterans with PTSD and other trauma/mental illness.

As the marina enjoys 100% occupancy and has for some time, facility Owners have applied for and received regulatory permit authorizations from the state and federal government for a substantial marina expansion that includes approximately 130 dedicated wet slips and 2,756 linear feet of flexible side-tie berthing space. Other marina facilities in the area either do not cater to transient vessels or are running short on dock space.

While other transportation infrastructure serving Charleston are adequate or expanding, improving access to the City via water has lagged behind. Charleston's airport is currently undergoing a massive \$189 million dollar renovation that will be complete in 2015 and service the nearly 3 million travelers who utilize the facility each year. The Interstate highway system that serves the town is substantial and includes Interstate-26 as the major feeder into the City and Interstate 526 providing a convenient "loop" around the entire metropolitan area. Very limited recreational boating development has occurred in recent years.

The proposed project represents the first phase of development under the permitted marina expansion plan. Boating Infrastructure Grant funds are necessary to realize the project and will provide transient boaters expanded opportunities to visit the most highly desirable tourism spot in the nation. Additionally, the project site will afford a number of benefits to transient boaters not available at other Charleston-area marina facilities.

Project Objectives

The proposed marina expansion at Ripley Light Yacht Club is intended to accomplish a number of objectives:

1. Expand available dockage at the subject facility, including 795 linear feet of flexible side-tie dockage that will be dedicated for use by visiting transient boaters. This may accommodate up to 23 eligible transient vessels while providing the flexibility and infrastructure to accommodate a wide variety of vessels up to ~150-ft. in length.
2. Provide state-of-the-art marina fueling facilities that will benefit transient boaters (as well as long-term slip takers) at the subject marina. This is a critical aspect of the proposed marina expansion as fuel is not currently available at the subject facility.
3. Provide visiting transient boaters easy access to historic downtown Charleston as well as other attractions in the area, including those "West of the Ashley" (River).

4. Enhance the marina’s reputation among sport fishing enthusiasts by providing improved facilities for long-term slip takers as well as visiting sportsmen.

Project Results and Benefits

As the proposed project is realized it will:

1. Provide new and much-needed dockage capacity to transient boaters in the region who wish to visit and explore Charleston
2. Capitalize on existing amenities and infrastructure already in place at the Ripley Light Yacht Club
3. Provide much improved access for transient boaters to the many popular area attractions west of peninsular Charleston
4. Provide improved security for boaters over peninsular Charleston marina facilities
5. Help establish the Ripley Light Yacht Club as the premier destination for visiting sport fishermen in the Charleston area
6. Serve as a catalyst for increased transient boating visitation to the subject area

Project Approach & Activity Description

Project Approach and Anticipated Schedule

With regulatory permits in hand and a phasing plan defined, the proposed project is ready to proceed immediately toward implementation pending award of BIG funding to facilitate financial feasibility. The following development tasks are envisioned:

- Final surveying, geotechnical investigation, and coastal engineering studies (September 2014-December 2014)
- Project Design and Specification, including marina utilities (December 2014-May 2015)
- BIG Award Announcements (May 2015)
- Project Bidding (June-July 2015)
- Construction of marine improvements (August-December 2015)
- Begin operations Spring 2016 in time to capture northbound transient migration and early summertime offshore fishing season

Activity Description

As mentioned previously, the proposed project has been fully permitted through the United States Army Corps of Engineers and the State of South Carolina. Permit documents are attached hereto for reference.

The proposed docks for the first phase of this marina expansion will include aluminum-frame floating docks with fully encased polytub flotation. The docks will be purpose-designed for the subject site and selected portions will be specifically constructed to provide appropriate wave attenuation for the marina facility. Anchor piling will be treated steel or pre-cast concrete (pending geotechnical and market [i.e. cost] considerations). Decking will be timber and likely include a dense, long-lasting hardwood such as Ipe or Balau that will eliminate the need for preservative chemical treatment to resist the saltwater environment.

Premium-grade marina utilities will be designed by experienced professionals and integrated into the marina facility, including power pedestals, dock lighting, marina fueling, and pumpout amenities.

Estimated Costs

The overall project costs, including improvements that will benefit long-term slip takers, are estimated at \$5,917,278. The total BIG-eligible costs for the proposed improvements at Ripley Light Yacht Club included in this application are **\$2,441,791** (please refer to attached exhibit). These are the project costs that apply to eligible transient boaters. Selected project elements were pro-rated based on intended usage and are discussed in the Budget Justification section.

Local Matching Funds in the amount of \$1,220,895 will be provided toward the BIG-eligible portion of the project. This equates to 50% of the BIG-eligible project costs. Additional local funds will be provided for the non-eligible portion of the project. Please refer to the attached Letter of Commitment for additional information.

Project Location

The proposed project is located in an area of Charleston known as “West Ashley.” This is in reference to geographic location as compared to the Ashley River. West Ashley is a well-established section of Charleston that is immediately adjacent to the downtown peninsula.

The existing Ripley Light Yacht Club is located in a protected basin off the Ashley River across from downtown Charleston. The proposed expansion will take the marina out into the river. This is necessary to accommodate the proposed scale of expansion. Also, expansion out into the river will eliminate the need for dredging/expanding the existing marina basin and, based on historical data, should eliminate the need for maintenance dredging as well as the Ashley River’s currents keep the sediment from depositing at the proposed marina site.

Specific marina location coordinates are as follows:

32°46'47" N; 79°57'36" W

Also, please refer to the attached figures for additional information on project location.

Contacts

Contact information for the key project team members is provided below:

Applied Technology & Management (Consultant, BIG Application)

P.O. Box 20336

Charleston, South Carolina 29413-0336

(843) 414-1040

kmarshall@appliedtm.com

Partner 1

Kriti Ripley LLC

Attn.: Mr. Davidson Williams

345 East 37th Street, Suite 302

New York, NY 10016

(212) 599-3530

dwilliams@kritimgmt.com

Boating Infrastructure Grant Application - FY2015

Preliminaries							
Marina Components	Quantity	Units	Cost/Unit	Item Cost	%For Transient Use	Amount Eligible For BIG Funding	Assumptions
Contractor Mobilization	1	LS	\$75,000	\$75,000	40%	\$30,000	Based on BIG-Eligible Construction Value
Removal of Existing Marina Docks and Utilities	1	LS	\$50,000	\$50,000	32%	\$16,000	Based on % of Transient Slip Footage
Preliminaries Sub-Total				\$125,000		\$46,000	
Floating Docks and Appurtenances							
Marina Components	Quantity	Units	Cost/Unit	Item Cost			
Fixed Platform	4,800	sf	\$55	\$264,000	32%	\$84,480	Based on % of Transient Slip Footage
Office/Restrooms	1,200	sf	\$250	\$300,000	32%	\$96,000	Based on % of Transient Slip Footage
10x60-ft. Gangway	1	ea	\$40,000	\$40,000	32%	\$12,800	Based on % of Transient Slip Footage
10x35-ft. Gangway	1	ea	\$20,000	\$20,000	32%	\$6,400	Based on % of Transient Slip Footage
New Main Access Walk In Basin (Technomarine or similar, re-use anchorage)	14,040	sf	\$65	\$912,600	32%	\$292,032	Based on % of Transient Slip Footage
New Main Access Finger Piers In Basin (Technomarine or similar, re-use anchorage)	1,664	sf	\$65	\$108,160	0%	\$0	Long Term Use
Finger Piers - Standard Floating Docks On River (Re-Purposed Docks w/anchorage)	3,900	sf	\$20	\$78,000	0%	\$0	Long Term Use
14' Wide Floating Wave Attenuator North/South (Technomarine or similar w/anchor piles)	4,984	sf	\$185	\$922,040	40%	\$368,816	Based on % of Transient Slip Footage
14' Wide Floating Wave Attenuators E/W & Fuel Area (Technomarine or similar w/anchor piles)	8,568	sf	\$185	\$1,585,080	67%	\$1,062,004	Considers transient dockage space, LT dockage, and fueling space
Floating Docks and Appurtenances Sub-Total				\$4,229,880		\$1,922,532	
Utilities							
Marina Components	Quantity	Units	Cost/Unit	Item Cost			
Site Utility Upgrades	1	LS	\$25,000	\$25,000	32%	\$8,000	Based on % of Transient Slip Footage
Dedicated Slip Standard Marina Utilities (30/50A Power, water, communications)	26	slip	\$7,500	\$195,000	0%	\$0	Long Term Use
Side-Tie Standard Marina Utilities (30/50A Power, water, communications)	23	slip	\$7,500	\$172,500	100%	\$172,500	100% eligible usage
Megayacht Marina Utilities (100A Power, water, communications)	2	slip	\$30,000	\$60,000	100%	\$60,000	Assume limited size M/Y (~150-ft. due to bridge clearance)
Fire Cabinets	8	ea	\$1,100	\$8,800	40%	\$3,520	Assume pro rated share based on required NFPA spacing
Fire Suppression Standpipe System	1,850	lf	\$75	\$138,750	32%	\$44,400	Based on % of Transient Slip Footage
Marine Sewage Pumpout	1	ls	\$40,000	\$40,000	0%	\$0	CVAP Grant
Marine Fueling System	1	ls	\$730,000	\$730,000	15%	\$109,500	Based on projected usage
Navigational Aids/signage/misc. lighting	1	ls	\$20,000	\$20,000	32%	\$6,400	Based on % of Transient Slip Footage
Utilities Sub-Total				\$1,390,050		\$404,320	
Soft Costs							
Marina Components	Quantity	Units	Cost/Unit	Item Cost			
Permitting, Engineering, Construction Management (Assume 3% of total value)	1	%	3%	\$172,347.90	40%	\$68,939.16	Based on BIG-Eligible Construction Value
Soft Costs Sub-Total				\$172,348		\$68,939.16	
Grand Total				\$5,917,278		\$2,441,791	
Requested Federal Cost Share						\$1,220,895	
Non-Federal Match						\$1,220,895	

**Boating Infrastructure Grant Program Tier 2
 Transient Infrastructure Development
 Ripley Light Yacht Club, Charleston, SC**

Administrative Budget /Narrative

September 2014

Total Administrative Cost: \$ 81,393

Total Federal Cost: \$ 61,045

Non-Federal Cost: \$ 20,348

	<u>Federal</u>	<u>Non-Federal</u>
<u>Personnel</u>		
• BIG PI (Scott Meister)	\$ 38,310	
• SCDNR Engineering		\$ 12,770
• Fringe (38%)	\$ 14,557	\$ 4,852
• Indirect (21.35%)	\$ 8,178	\$ 2,726
	<u>Federal</u>	<u>Non-Federal</u>
TOTAL	\$ 61,045	\$ 20,348

Personnel support (BIG Principal Investigator) is needed to coordinate all aspects of the grant project including solicitation and selection of proposals, oversight of awarded projects, and long term monitoring for project compliance.

BIG Principal Investigator base salary is \$ 73,300 (includes 38% Fringe and 21.35% Indirect).

It is anticipated that 12.0% of the PI's time per year (over 4 years) will be spent on this project.

The SCDNR Engineering Section will be utilized to provide consultation on project construction objectives.

BUDGET JUSTIFICATION

Selected project elements were pro-rated based on intended usage and include:

- The Fixed platform, Office/Restrooms, 10x60-ft. gangway, 10x35-ft. gangway, and new main access out to the proposed marina were pro-rated at **32%** based on overall percentage of transient slip space at the marina vs. long-term slip space at the marina expansion
 - 795 linear feet of transient slip space at the marina (outer attenuator side tie)
 - 26 65-ft. long dedicated long-term slips provide 1,690 linear feet of berthing space
 - Total berthing space = 2,485 linear feet
 - $795/2,485 = 32\%$

 - It is noted that the new 12-ft. access dock out to the proposed marina is required for the marina expansion. This will facilitate patron cart access and, most importantly, enable marina utilities to be routed from shore to service the new marina expansion.

The existing marina will utilize this new dock, but the replacement of this dock is not required or needed by current marina tenants on this dock. The existing dock in the marina basin is in excellent condition but simply is not wide enough and does not provide adequate space to route new marina utilities to the proposed expansion.

- As the existing concrete floating dock in the marina basin is replaced to make way for the new, wider access dock to the proposed expansion, there are numerous finger piers in the existing marina basin that will be affected and will likely not integrate into the proposed new access dock. These fingers will be replaced along with associated in-basin slip utilities. Since these will serve long-term marina tenants **0%** of these costs are included in this BIG application.
- The new finger piers in the proposed marina expansion will serve long-term slip holders. **0%** of these costs are included in this application.
- The portion of the main walkway/attenuator in the proposed marina expansion that runs north and south will provide access to the transient boat slips, fueling area, and the dedicated 65-foot slips that connect to it. This dock cost was pro-rated based on overall percentage of transient slip space at the proposed marina expansion (**32%**).
- All transient berthing space at the proposed marina expansion will occur on the outer floating attenuator that is aligned in an east/west fashion along the Ashley River. However, this structure will also provide access to two dedicated 65-ft. slips and the

marina's proposed fueling area. As such, a detailed analysis of intended use was conducted to determine an appropriate pro-rating factor.

Outside/Riverside Usage

- On the outside/riverside of this structure, the westernmost 512-ft. is intended to provide berthing for visiting transient vessels. As the structure will be 14-ft. wide, it is assumed that 7-ft. of this space will provide access for this area. Thus 512-ft. x 7-ft. = 3,584 square feet of space allocated for transient use.
- On the eastern end of the dock, also on the outside/riverside, 100-ft. of dock is intended for fuel dock usage. 100-ft. x 7-ft. = 700 square feet. This was pro-rated at 15% based on anticipated usage of fuel facilities.

Inside/Shoreside Usage

- On the western end of the inner portion of this dock/attenuator the last 283-ft. is intended for transient berthing. Thus, 283-ft. x 7-ft. (half of the dock width) = 1,981 square feet is allocated for transient use and eligible for inclusion in this grant application.
- The space between this 283-ft. dockage area and the north/south attenuator shall provide access to 65-ft. slips intended for long term dockage. Therefore, this area (129 linear feet x 7-ft. wide = 903 square feet) is not eligible and has not been included in this application.
- The 14-ft. area of east west attenuator that abuts the north south attenuator serves the proposed transient, the outermost long term slips, and the fuel dock. Totalling 98 square feet, this small dock portion was pro-rated at 50%.
- The 186-linear feet of east/west attenuator that is east of the north/south attenuator on the inside of the marina basin serves two uses:
 - The outermost 65-ft. long-term slip in this area
 - The fuel dock

Approximately 130-ft. of clear space is indicated to provide access to the outermost 65-ft. slips. Therefore this portion of this dock area (130-ft. x 7-ft. or 910 square feet) is ineligible and was pro-rated at 0%.

- The remaining 56 linear feet (56-ft. x 7-ft. = 392 square feet) of this dock will provide access to fueling facilities which will be used by both transient and long-term slip holders. This was pro-rated at 15% based on anticipated usage.

A summary table of pro rating for the outer attenuator is provided below. Also refer to attached exhibit (diagram).

Outer Attenuator Pro-Rating					
<i>Portion</i>	<i>Area (SF)</i>	<i>Cost/SF</i>	<i>Total Cost</i>	<i>% Eligible</i>	<i>Eligible Cost</i>
512-ft. Transient Dockage (Riverside)	3,584	\$185	\$663,040	100%	\$663,040
100-ft. Fuel Dock (Riverside)	700	\$185	\$129,500	15%	\$19,425
283-ft. Transient Dockage (Inside)	1,981	\$185	\$366,485	100%	\$366,485
129-ft. between N/S Attenuator and 283-ft. transient dockage (Inside)	903	\$185	\$167,055	0%	\$0
Shared area at end of N/S Attenuator (Inside)	98	\$185	\$18,130	50%	\$9,065
130-ft. immediately east of N/S Attenuator (Inside)	910	\$185	\$168,350	0%	\$0
56-ft. at east end of E/W Attenuator (Inside)	392	\$185	\$72,520	15%	\$10,878
Totals	8,568		\$1,585,080	67.43%	\$1,068,893

- Site utility upgrades at the marina will be required to provide the new capacity and connections necessary for the marina expansion. These have been pro-rated at 32% based on the percentage of transient dock space.
- The new, long-term slips in the marina will be provided with shore power, potable water, etc. This work has been pro-rated at 0%.
- Marina utilities provided to the transient berthing areas are 100% eligible and have been included as such.
- The required fire cabinets per NFPA 303 have been pro-rated based on anticipated placement. 40% of these will be on the transient dock area and have been pro-rated as such.
- The fire suppression standpipe system was pro-rated based on anticipated piping layout. A slightly higher pro rating factor was used 32% (based on the percentage of transient slip space).
- Marine pumpout costs are not included as eligible and will be the subject of a separate CVA grant application.
- The marina fueling system was pro-rated based on anticipated usage (15% transient/eligible).

- Navigational aids/signage/etc. was pro-rated based on the percentage of transient slip space.
- Contractor mobilization and soft costs were pro-rated based on the BIG-eligible construction value (\$2.32M eligible / \$5.61M total hard costs).

Program Income

The proposed marina expansion will not generate any program income.



LETTER OF COMMITMENT

Kriti Ripley LLC
345 East 37th Street, Suite 302
New York, NY 10016

June 30, 2014

Mr. Scott Meister
South Carolina Department of Natural Resources
217 Fort Johnson Road
PO Box 12559
Charleston, SC 29412-2559

Re: Ripley Light Yacht Club, Boating Infrastructure Grant

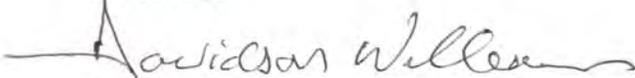
Dear Mr. Meister,

On behalf of Kriti Ripley LLC, it is my pleasure to express our support for the proposed marina expansion project highlighted in this Boating Infrastructure Grant application. As you see, a substantial portion of the proposed project will directly benefit transient boaters in this region. These boaters represent a critical part of our business.

By way of this letter I would like to express our commitment to provide the matching funds for the grant request in the amount of \$1,220,895. In addition, Kriti Ripley LLC is committed to arranging for additional funding for the non-eligible portion of the project.

Should you have any questions or require any additional information please do not hesitate to contact me.

Sincerely,



Davidson Williams

Managing Member

DRAWINGS/MAPS/PHOTOGRAPHS

- Figure 1 – Project Location Map
- Figure 2 -- Existing Conditions
- Figure 3 – Proposed Marina Layout
- Figure 4 – Attraction Location Map (Overview)
- Figure 5 – Attraction Location Map (Zoom)
- Figure 6 – Site Photographs & Images
- Figure 7 – Charleston Area Photographs & Images

FIGURE 1 – PROJECT LOCATION MAP

FIGURE 1 – PROJECT LOCATION MAP (via GoogleEarth™)

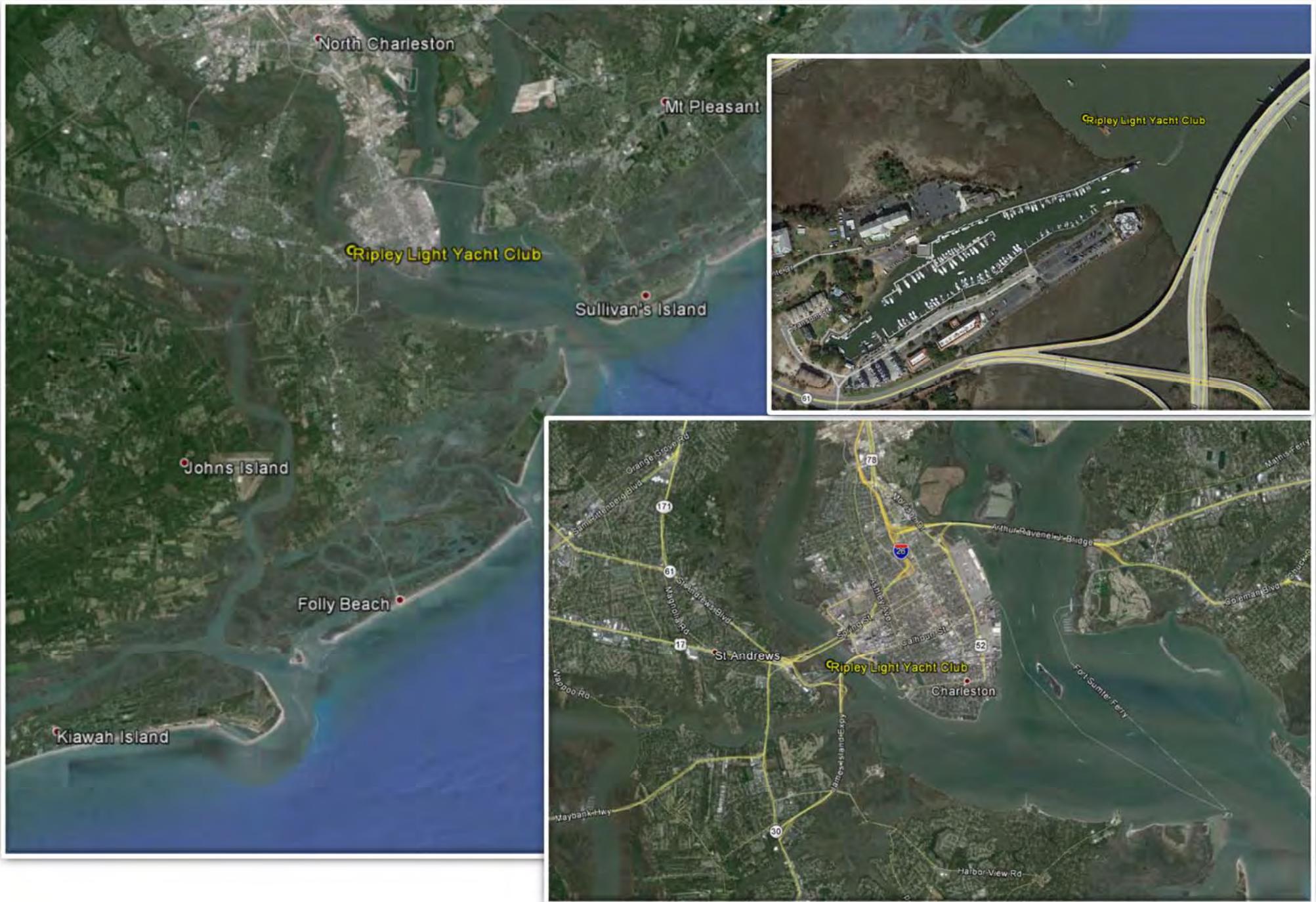
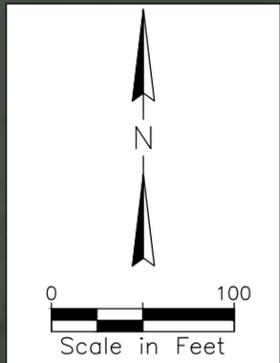
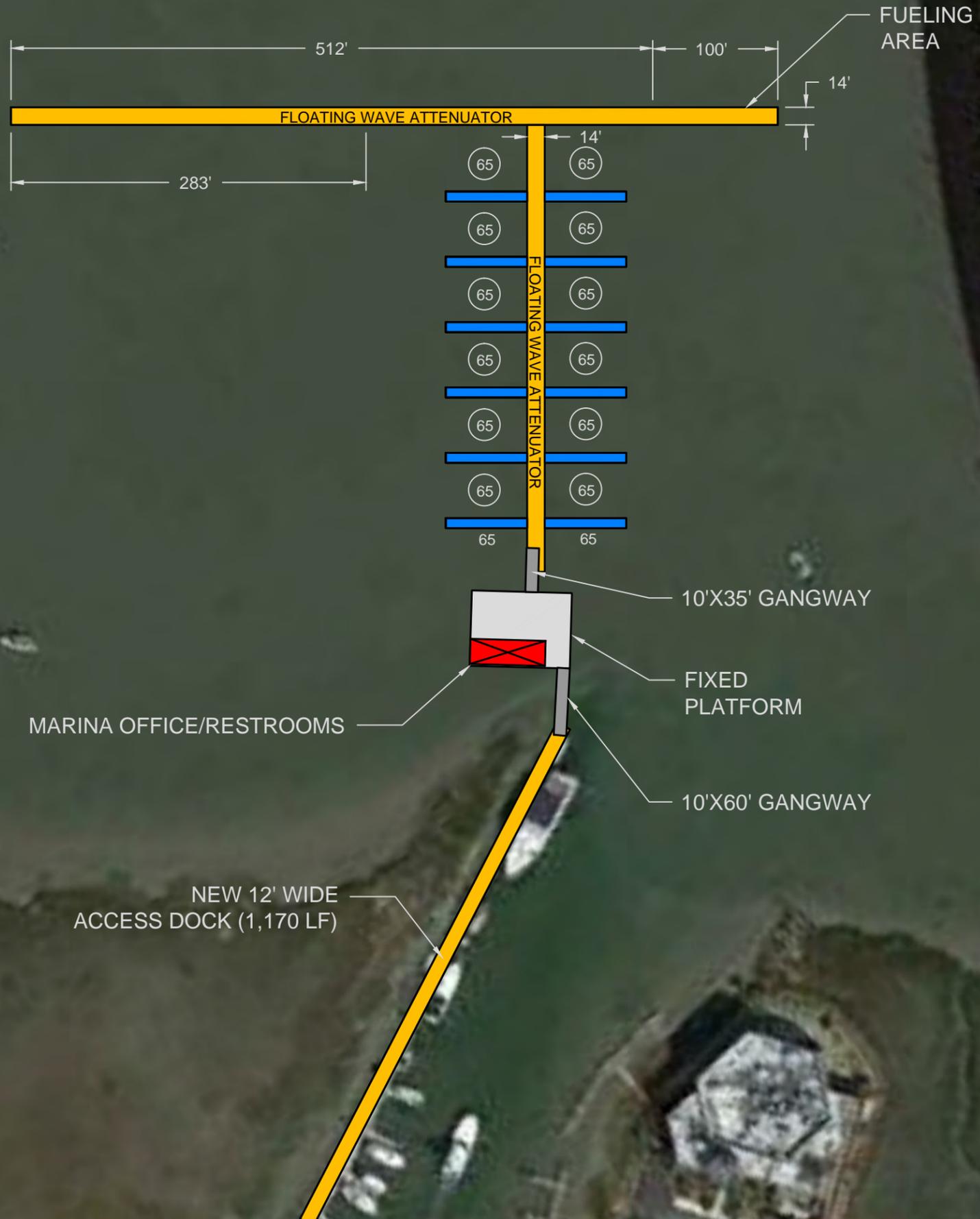


FIGURE 2 – EXISTING CONDITIONS

RIPLEY LIGHT YACHT CLUB – EXISTING CONDITIONS (via GoogleEarth™)



FIGURE 3 – PROPOSED MARINA IMPROVEMENTS



LEGEND:

- RE-PURPOSED DOCKS FROM EXISTING MARINA
- NEW FLOATING DOCKS

Slip Size (ft)	Type	Number	Slip-ft
65	Wetslip	26	1,690
Total Dedicated Slips		26	1,690
Side Tie (LF)		-	795
Total Slip-ft		-	2,485

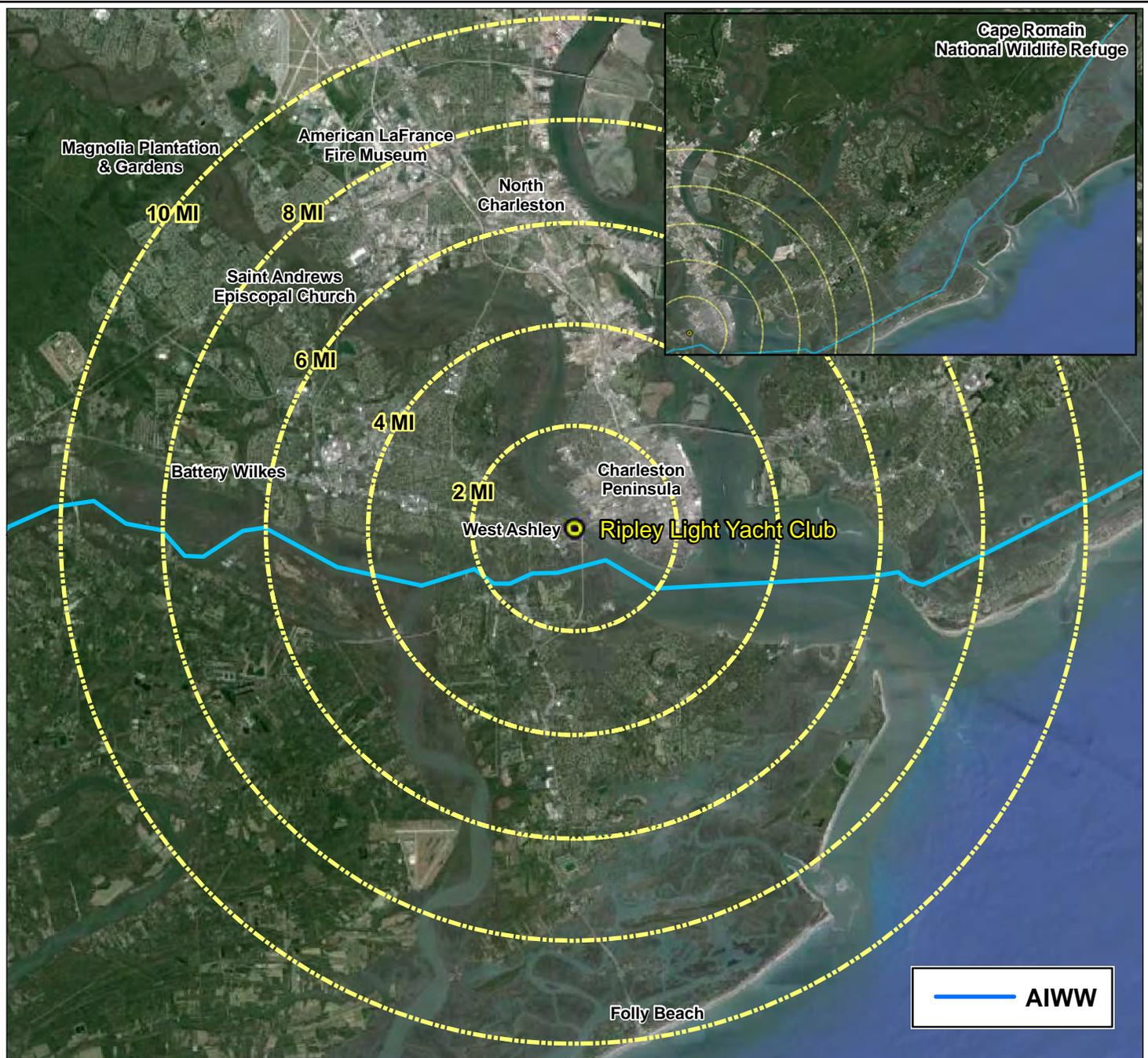
JOB NO: 13-2598	CHECKED BY: KGM
DATE: 16-June-2014	DRAWN BY: SLD
SCALE: 1" = 100'	SHEET NO: 1

REVISIONS

RIPLEY LIGHT YACHT CLUB EXPANSION
PHASE 1 MARINA EXPANSION

PO Box 20336
Charleston, SC 29413-0336
(843) 414-1040

FIGURE 4 – ATTRACTION LOCATION MAP (OVERVIEW)



NEARBY ATTRACTIONS AND TRANSPORTATION OPTIONS (OVERVIEW)
Ripley Light Yacht Club - Charleston, SC

<i>Destination</i>	<i>Approximate Distance from Subject Facility</i>	<i>Transportation Options</i>
Atlantic Intracoastal Waterway (AIWW)	Less than 1 Mile	Boat
Charleston Peninsula	1.2 Miles	Walk, Bike, Car
West Ashley	0 Miles	Walk, Bike, Car
Battery Wilkes	6 Miles	Bike, Car
Saint Andrews Episcopal Church	7 Miles	Bike, Car
North Charleston	9 Miles	Bike, Car
American LaFrance Fire Museum	9.85 Miles	Car
Folly Beach	10 Miles	Bike, Car
Magnolia Plantation & Gardens	11 Miles	Car
Cape Romain National Wildlife Refuge	25 Miles	Car, Boat

ATM
 APPLIED TECHNOLOGY & MANAGEMENT
ATM
 PO Box 20336
 Charleston, SC 29413-0336
 (843) 414-1040

Ripley Light Yacht Club
Charleston, SC
BIG Application

FIGURE 5 – ATTRACTION LOCATION MAP (ZOOM)



NEARBY ATTRACTIONS AND TRANSPORTATION OPTIONS
Ripley Light Yacht Club - Charleston, SC

<i>Destination</i>	<i>Approximate Distance from Subject Facility</i>	<i>Transportation Options</i>
Ashley River Road	0.5 Miles	Bike, Car
Piccolo Spoleto	1.5 Miles	Walk, Bike, Car
Spoleto	1.5 Miles	Walk, Bike, Car
Southeastern Wildlife Exposition (SEWE)	1.5 Miles	Walk, Bike, Car
Charlestowne Landing	3 Miles	Bike, Car
Joseph P. Riley Stadium	1.6 Miles	Walk, Bike, Car, Boat
California Dreaming Restaurant	Less than 1 Mile	Walk, Dinghy

ATM
 APPLIED TECHNOLOGY & MANAGEMENT
ATM
 PO Box 20336
 Charleston, SC 29413-0336
 (843) 414-1040

Ripley Light Yacht Club
Charleston, SC
BIG Application

FIGURE 6 – SITE PHOTOGRAPHS & IMAGES



Existing Access Dock Inside Basin



Existing Access Dock Inside Basin



Sport Fishing Vessels at Subject Marina



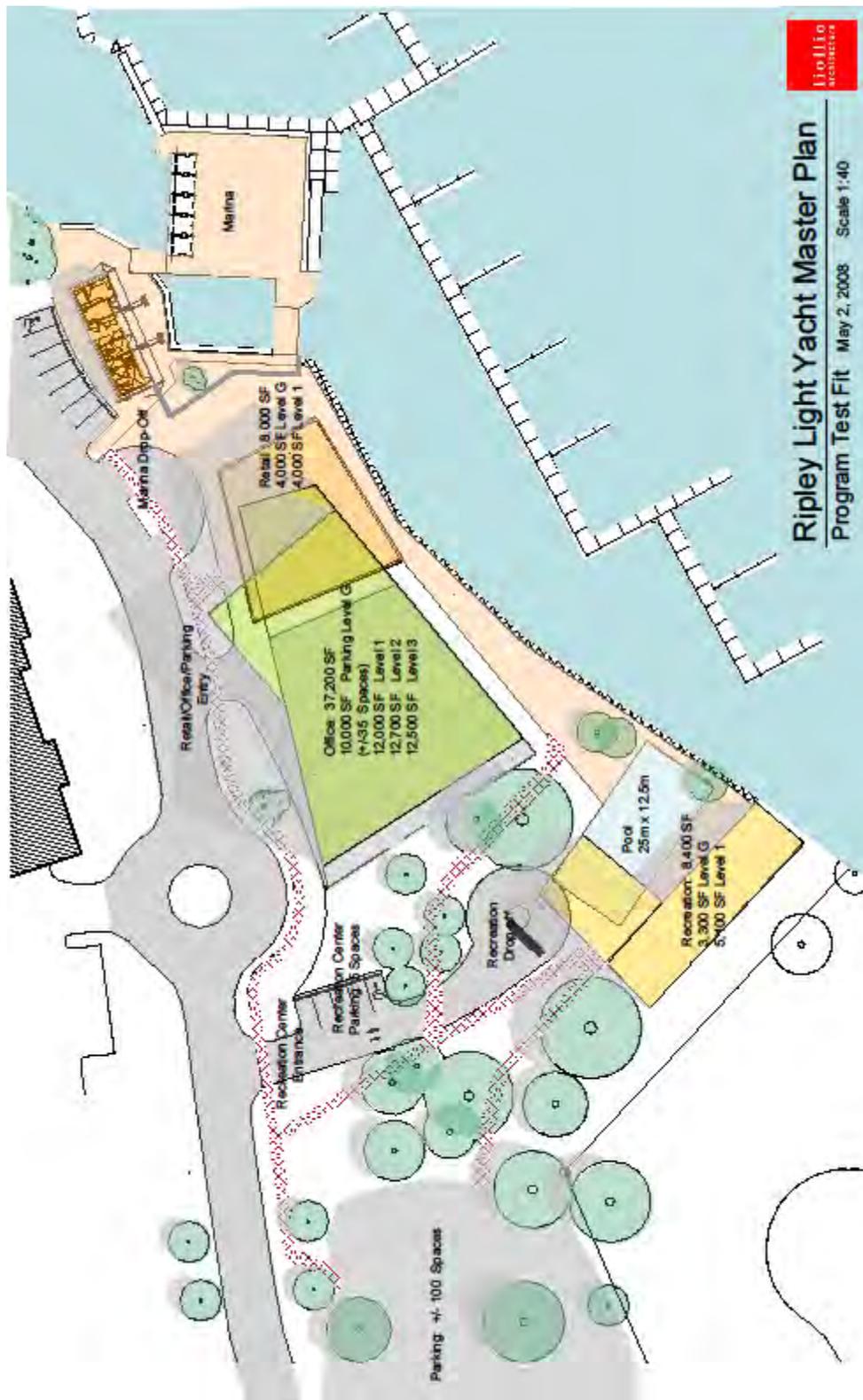
Fish Cleaning Station at Subject Marina



Multi-purpose Deck at Subject Marina



Existing Marina Office/Restrooms and Adjacent Hotel



Ripley Light Yacht Master Plan
Program Test Fit May 2, 2008 Scale 1:40

Long Term Master Plan for Ripley Light Yacht Club – Upland

FIGURE 7 – CHARLESTON AREA PHOTOGRAPHS & IMAGES



American LaFrance Fire Museum



Spoleto Festival



Spoletto Festival



Southeastern Wildlife Exposition (SEWE)



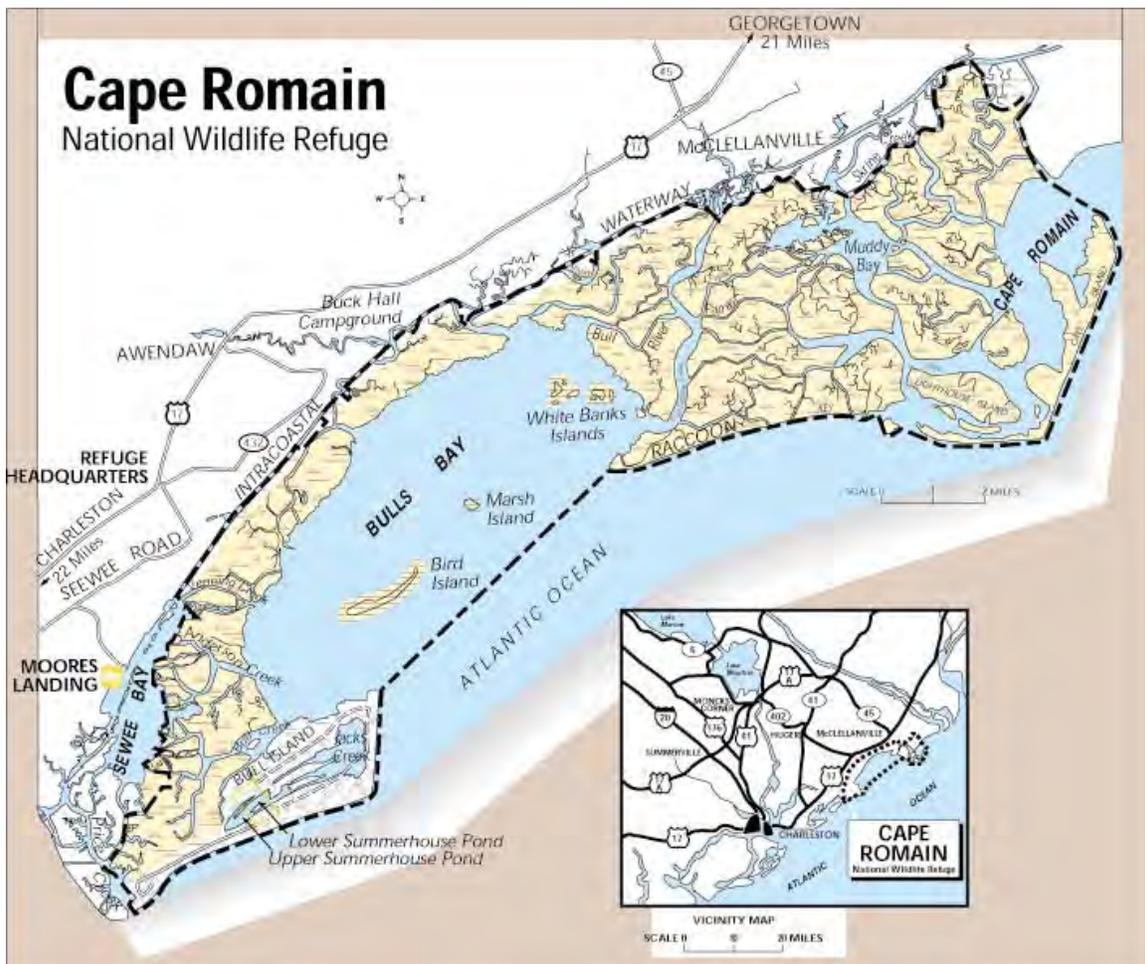
“Dock Dogs” Competition at the Southeastern Wildlife Exposition (SEWE)



SEWE Exhibits



Cape Romain National Wildlife Refuge



Map of Cape Romain National Wildlife Refuge



Folly Beach, SC



Folly Beach, SC



Folly Beach, SC Surfing at “The Washout”



Surfing “The Washout” at Folly Beach



Ashley River Road – National Scenic Byway



Magnolia Gardens (Ashley River Historic District)



Magnolia Gardens Plantation House (Ashley River Historic District)



St. Andrews Episcopal Church (built 1706)



Charlestowne Landing Grounds



Charlestowne Landing Exhibit



Charlestowne Landing Interpretive Center



Joseph P. Riley Stadium Overlooking Wando River



Charleston Riverdogs Baseball Game at Joseph P. Riley Stadium



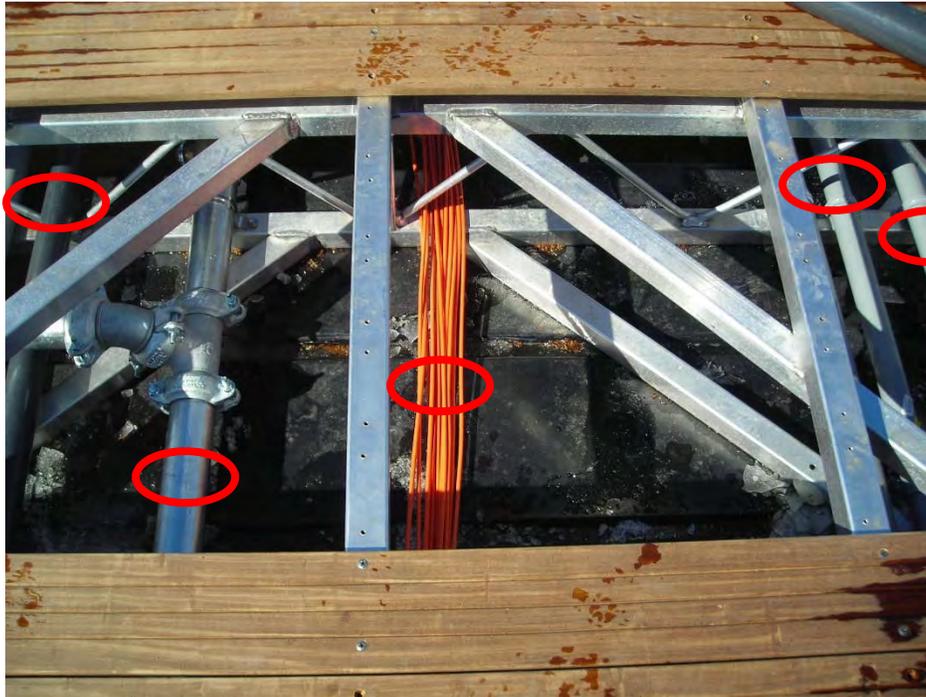
California Dreaming Restaurant and Dinghy Dock



View of Ashley River and the Ripley Light Yacht Club from California Dreaming



Limited Utility Chaseways in Concrete Floating Dock



Multiple Utility Services Routed in Aluminum-Frame Floating Dock



EXHIBIT C– STATE AND FEDERAL PERMIT AUTHORIZATIONS



**SEE SPECIAL
CONDITION(S)**

C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

October 6, 2011

Ashley River Properties II, LLC
C/o Mr. Davidson Williams
95 Ripley Pointe Drive
Charleston, SC 29407

Re: 2008-01005-2IR-P - Ashley River Properties II, LLC

Dear Mr. Williams:

The SCDHEC Office of Ocean and Coastal Resource Management has reviewed your application to expand an existing marina at 95 Ripley Pointe Drive, Charleston, Charleston County, South Carolina and has issued a permit for this work. You should carefully read the description of the authorized project and any special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit and return it to this Department. Keep the photocopy for your records.

PLEASE READ CAREFULLY: You are required to sign and return the original version of your permit to this Department. If this permit is not signed and returned within thirty (30) days of issuance, OR appealed within 15 days as described on the enclosed "Notice of Appeal Procedure", the Department reserves the right to cancel this permit. Please carefully review the enclosed "Notice of Appeal Procedure" for information and deadlines for appealing this permit.

We have also enclosed a "request for a construction placard" card. You must send in this card before the time you wish to start construction. At that time a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal or local permits that may be required.

Sincerely,

Fred Mallett
Wetland Section Project Manager

Enclosure

cc: Mr. Blair Williams, Wetland Section Manager

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Ocean and Coastal Resource Management

Charleston Office • 1362 McMillan Ave, Suite 400 • Charleston, SC 29405-2047

Phone: 843-953-0200 • Fax: 843-953-0201 • www.scdhec.gov



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

Notice of Appeal Procedure
Pursuant to S.C. Code Section 44-1-60

1. This decision of the S.C. Department of Health and Environmental Control (Department) becomes the final agency decision 15 calendar days after notice of the decision has been mailed to the applicant or respondent, unless a written request for final review accompanied by a filing fee in the amount of \$100 is filed with the Department by the applicant, permittee, licensee, or affected person.
2. An applicant, permittee, licensee, or affected person who wishes to appeal this decision must file a timely written request for final review with the Clerk of the Board at the following address or by facsimile at 803-898-3393. A filing fee in the amount of \$100 made payable to SC DHEC must also be received by the Clerk within the time allowed for filing a request for final review. However, if a request for final review is filed by facsimile, the filing fee may be mailed to the Clerk of the Board if the envelope is postmarked within the time allowed for filing a request for final review.

Clerk of the Board
SC DHEC
2600 Bull Street
Columbia, SC 29201
3. In order to be timely, a request for final review must be received by the Clerk of the Board within 15 calendar days after notice of the decision has been mailed to the applicant or respondent. If the 15th day occurs on a weekend or State holiday, the request is due to be received by the Clerk of the Board on the next working day. The request for final review must be received by the Clerk of the Board by 5:00 p.m. on the date it is due. A request for final review will be returned to the requestor if the filing fee is not received on time as described above.
4. The request for final review should include the following:
 - a. the grounds on which the Department's decision is challenged and the specific changes sought in the decision
 - b. a statement of any significant issues or factors the Board should consider in deciding whether to conduct a final review conference
 - c. a copy of the Department's decision for which review is requested
5. If a timely request for final review is filed with the Clerk of the Board, the Clerk will provide additional information regarding procedures. If the Board declines in writing to schedule a final review conference, the Department's decision becomes the final agency decision and an applicant, permittee, licensee, or affected person may request a contested case hearing before the Administrative Law Court within 30 calendar days after notice is mailed that the Board declined to hold a final review conference.

The above information is provided as a courtesy; parties are responsible for complying with all applicable legal requirements.

July 1, 2010

SEE SPECIAL CONDITION(S)

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT**

CRITICAL AREA PERMIT & COASTAL ZONE CONSISTENCY CERTIFICATION

Permittee(s): Ashley River Properties II, LLC

Permit Number(s): 2008-01005-2IR-P

Date of Issuance: October 6, 2011

Expiration Date: October 6, 2016

Location: On and adjacent to Ripley Canal and the Ashley River at 95 Ripley Pointe Drive, Charleston, Charleston County, South Carolina

This permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, *et seq.*, and 23A S.C. Code Ann. Regs. 30-1 through 30-18 (Supp. 2005). Please carefully read the project description and any special conditions that may appear on this permit/certification as they will affect the work that is allowed. If there are no special conditions, then the work is authorized as described in the project description and as modified by the general conditions. The general conditions are also a part of this permit/certification and should be read in their entirety. The S. C. Contractor's Licensing Act of 1999, enacted as S.C. Code Ann. Section 40-11-5 through 430, requires that all construction with a total cost of \$5,000 or more be performed by a licensed contractor with a valid contractor's license for marine class construction, except for construction performed by a private landowner for strictly private purposes. Your signature on and acceptance of this permit denotes your understanding of the stated law regarding use of licensed contractors. **All listed special and general conditions will remain in effect for the life of the project if work commences during the life of the permit. This applies to permittee, future property owners, or permit assignees.**

SEE SPECIAL CONDITION(S)

DESCRIPTION OF THE PROJECT, AS PERMITTED

This permit has been issued to expand the existing marina with minor changes. Specifically, the permittee will expand the existing facility by adding approximately 11,510 linear feet of additional floating dock structure to accommodate 186 additional pleasure craft. The project will include replacing the previously permitted 8' wide floating dock that runs parallel to the main channel in the Ripley Light Marina basin with an 18' wide by 1,125 linear foot structure. The additional 10' of new floating dock width will be created by locating the new structure no closer than 10' from the adjacent marsh grass boundary. In addition, all affected boat slips will be shortened so that no further encroachment into the marina basin channel will occur. This floating dock will be attached to a 60' by 80' fixed platform at the mouth of Ripley Cove. Additional floating docks attached to the fixed platform will provide 4,835 linear feet of dock for 65- boat slips, 3,420 linear feet of dock for 55-boat slips, 1,000 linear feet of dock for 40-foot boat slips, 585 linear feet for 45-foot boat slips, 770 linear feet of dock for 70 boat slips, 500 linear feet of T-head dock and 90 linear feet of dock for 1 slip. The fixed platform will house the operation offices and restrooms. The proposed marina expansion will include both gasoline and diesel fueling services. It is also noted that the proposed expansion will be located on the now disestablished Ashley River Anchorage Area #2. The purpose of the permitted activity is to expand the existing public marina to accommodate 186 additional boats for recreational boating in the Charleston Harbor

SPECIAL CONDITIONS

1. Provided operations of the marina shall be reviewed by the Department as deemed appropriate, but at least every five years. Based on this review, the Department may require, among other things, changes or additions to the Operations and Maintenance Manual (manual) to address any water quality or other environmental problems, and a reduction in the size of, or a change in the configuration of, the marina. Such action may be taken at any time the Department determines that significant state water quality compliance or other problems exist, at the time the Department enlarges the closure area, or at the time of a review. The manual submitted for this facility is made a part of this permit and must be followed in the operation of this facility unless otherwise amended in writing by OCRM. The manual must be reviewed and revised to keep it up-to-date with existing facilities and operations. The manual must be in accordance with R. 30-12(E)(6) or the Rules and Regulations for Permitting in the Critical Areas of the Coastal Zone and with OCRM's Marina/Commercial Dock Operations And Maintenance Manual Requirements.
2. Provided the marina is revised in accordance with Attachment "A" and both drawings labeled Attachment "B"
3. Provided the Operations and Maintenance Manual is modified to reflect the changes indicated on the drawings labeled Attachment "A" and both drawings labeled Attachment "B".

SEE SPECIAL CONDITIONS(S)

4. Provided the work is conducted during periods of decreased biological activity between November 1st and March 30th, whenever possible.
5. Provided a functional wastewater pumpout system must be provided at the marina and must be adequate to handle all wastewater generated at the marina. The design and installation of the pumpout and disposal system must be approved by SCDHEC's Division of Domestic Wastewater, Construction Management Section. No dock may be occupied until the pumpout and disposal system has been built and given a final permit to operate by SCDHEC.
6. Provided the wastewater pumpout services are provided to permanent tenants and transients or other users of the marina.
7. Provided the discharge of any kind of waste into state waters, including, but not limited to, garbage, refuse, trash or debris, will be prohibited at the marina. Any lease agreement used to rent dock space shall include a statement prohibiting the discharge of these items or general garbage or other deleterious substances into the waters of the marina. It will also stress the need to maintain good water quality within the marina.
8. Provided the storage and disposal of new or used batteries, oil or lubrication containers, fuel containers, solvents, toxic cleaners, paint cans, etc., on the marina docks is prohibited.
9. Provided if power washing of boats is to be conducted at the marina then it must be conducted on a designated upland area and is not allowed over the water. Wastewater from this operation must be properly treated and cannot be directly discharged into the adjacent waters.
10. Provided the marina must provide additional adequate bathroom facilities at a location to encourage their use. The additional bathrooms must be at a ratio of one toilet, and one lavatory for women and one toilet, one urinal, and one lavatory for men for every additional 100 boat slips or fraction thereof. No dock may be occupied until the additional bathrooms have been given final approval by SCDHEC.
11. Provided adequate parking for users of the marina shall be demonstrated as either one parking space for every three wet slips or the spaces required by the applicable local government parking regulation, whichever is greater. The approved parking plan must be submitted to OCRM and given written approval prior issuance of the construction placard.
12. Provided one reasonably sized dock master's office may be constructed within the permitted marina. This office will be limited to water dependent use only such as fuel sales. Restroom facilities may be placed in this office, however, food and beverage services, clothing sales and other non-water dependent uses are prohibited.
13. Provided the plans for potable water supplied to the marina docks must be approved in writing by SCDHEC.

SEE SPECIAL CONDITION(S)

14. Provided the marina must have adequate booms available to isolate any oil or fuel spill around the fuel dock, a leaking boat, or a sunken boat. These booms must be stored in a location where they are quickly and easily accessible.
15. Provided the marina must have absorbent pads available for boat use and for removing incidental spills during fueling operations.
16. Provided an experienced operator shall be in charge of the marina and be responsible for compliance with the Operations and Maintenance Manual and with all conditions of the permit.
17. Provided the marina lease agreement with boat owners must include a provision requiring the boat owners comply with all applicable State and Federal regulations. The marina shall ensure that violations are reported promptly to the proper authorities.
18. Provided the marina shall promptly display and distribute material pertaining to the maintenance of water quality standards at the marina and report violations of such standards to the proper authorities.
19. Provided a complete copy of the marina permit, including the Operations and Maintenance Manual and all conditions or requirements placed on the permit, shall be readily available at the marina.
20. Provided all parts of the docking structure are used for water dependent purposes only. No food or beverage service, vending machines, T-shirt sales, concessions, etc. are allowed on or across these dock facilities.
21. Provided the facilities and services within the marina are the responsibility of the marina owner/operator (permittee) unless otherwise legally authorized.
22. Provided that if dock boxes are allowed at the marina then they should be of a type that is leak-proof so that any material that spills or leaks inside the box will not leak out onto the marina docks and into the waters of the marina.
23. Provided that nonwater dependent structures, including buildings, houses, or offices that float, shall be prohibited at the marina unless specifically authorized by OCRM. OCRM shall at its discretion determine on a case-by-case basis whether or not a floating structure is a boat and thus exempt from the Act or in fact is a nonwater dependent structure. This shall be based upon the primary function of the floating structure. The mere fact that a structure is registered as a vessel or capable of being propelled does not mean it is exempt from the Department regulations.

SEE SPECIAL CONDITION(S)

24. Provided that an as-built survey of the marina must be submitted to the Department within 90 days of the expiration date of the final construction placard. The survey must be performed by a registered land surveyor, must show all components of the marina, and must list the starting and ending coordinates of the dock walkway in the SC State Plane Coordinate System, which can be obtained by survey-grade Global Positioning System equipment.
25. Provided that in the event that archaeological or paleontological remains are found during the course of work, the applicant should notify the South Carolina Institute of Archaeology and Anthropology (Mr. James Spirek at 803-777-8170) pursuant to South Carolina Underwater Antiquities Act of 1991, (Article 5 Chapter 7, Title 54, Code of Laws of South Carolina, 1976). Archaeological remains consist of any materials made or altered by man, which remain from past historic or prehistoric times (ie, older than 50 years). Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures, or non-recent vessel remains. Paleontological remains consist of old animal remains, original or fossilized, such as teeth, tusks, bone, or entire skeletons.

SCDHEC-401 WATER QUALITY CONDITIONS

1. Provided the applicant must implement Best Management Practices on the upland portion of the project during construction to minimize pollutant runoff, erosion and migration of sediments on and off the project site during and after construction. These practices should include the use of appropriate grading and sloping techniques, mulches, vegetative buffer zones, runoff diversion measures, temporary stabilization, silt fences, source controls and other devices and practices capable of reducing or preventing pollutant runoff, erosion, migration of sediments, and bank failure. All disturbed land surfaces and sloped areas affected by the project must be stabilized and sloped with a minimum 3 to 1 slope upon completion.
2. Provided the applicant must develop a spill prevention and clean-up plan for this project. The plan should contain the names of the appropriate officials to contact in case of a reportable spill and outline measures to be taken. Clean up materials, such as absorbent pads, and booms must be kept at the project site for small spills. This plan must be submitted to the Department Of Health And Environmental Control for review and approval prior to initiation of the project.
3. Provided all necessary measures must be taken to prevent oil, sewage, tar, trash, debris and other pollutants from entering the adjacent waters or wetlands during construction.

SEE SPECIAL CONDITION(S)

4. Provided any lease agreement used to rent dock space shall include a statement prohibiting the discharge of oil, and gas, paint, litter, debris, wastewater, or other deleterious substances into the waters of the marina. It will also stress the need to maintain good water quality within the marina.
5. Provided anti-fouling paint must be used on any bulkheads, pilings, docks, or dock supports within the confines of the facility.
6. Provided litter receptacles must be located on the areas approaching the dock or on the fixed pierhead. Containers for toxic substances shall not be placed over or near the water.
7. Provided the floating docks must be constructed with encased or encapsulated flotation devices.
8. Provided signs must be posted on all docks, piers and areas adjacent to the facility stating the following:

It is against both Federal and State Laws to discharge raw, untreated sewage from any description of watercraft into the waters of South Carolina

These signs should be at least 14" by 18" in size so they can be read clearly.
9. Provided to insure the fueling system will not result in adverse water quality conditions, the following measures should be incorporated:
 - a) The marina fueling system must be equipped with emergency pump cutoffs in the Harbor Master's facility and with manual cutoff valves at the tank, at the edge of the dock, and at the dispenser.
 - b) Shear valves should be installed at all dispensers.
 - c) Containment pans must be installed under all dispensers.
 - d) All product piping which is not underground must be double-walled. Do not use fiberglass reinforced piping in an above ground (or under/over water) application. The secondary containment must be of non-corrosive material compatible with hydrocarbons. The interstitial area of the double-walled piping should be monitored by either (1) piping sloped toward a sump where a sensor will shut off the product flow in the event of a primary piping leak, or (2) hydrocarbon sensors along the entire length of this piping if a slope is impossible to maintain.
10. Any painting, major engine repair, or other maintenance, which may result in a discharge to the water, must be performed in a designated upland site.
11. Provided all efforts must be made to protect existing native riparian vegetation in and along the shoreline areas.
12. Provided the marina expansion must be located and constructed with care to minimize disturbance and encroachments to shellfish beds and emergent marsh vegetation.

SEE SPECIAL CONDITION(S)

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND FIVE (5). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE DEPARTMENT MAY CONSIDER APPROPRIATE.

Permit Number: 2008-01005-2IR-P

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Laviegan Wallace

PERMITTEE(S))

Ashley River Properties II, LLC

(DATE)

10/21/11

This permit becomes effective when the State official, designated to act for the Office of Ocean and Coastal Resource Management, has signed below.

Fred Mallett

(WETLAND SECTION PROJECT MANAGER) (DATE)

Fred Mallett

Or his Designee

Other Authorized State Official

OCT. 06, 2011

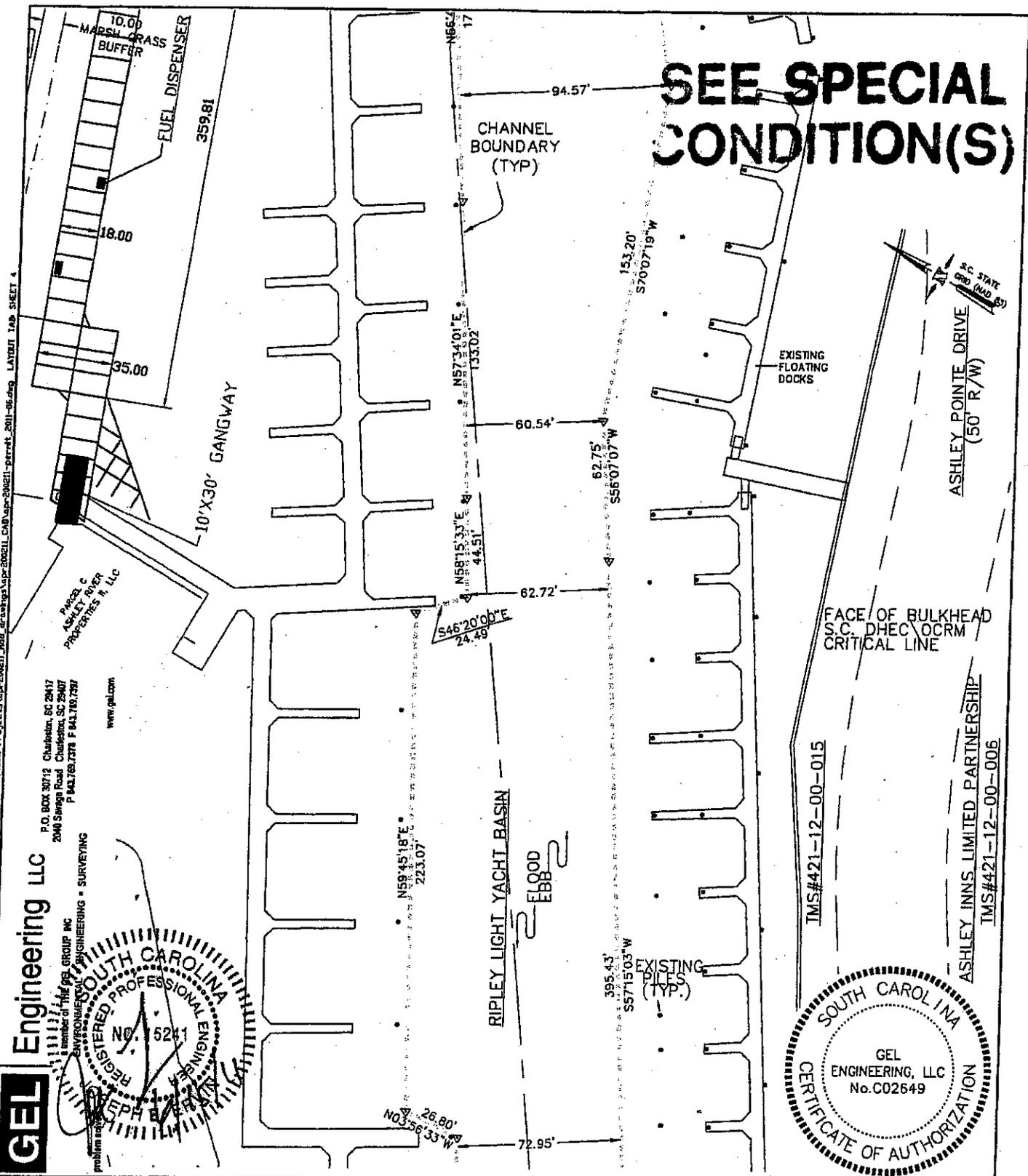
GENERAL CONDITIONS:

**SEE SPECIAL
CONDITION(S)**

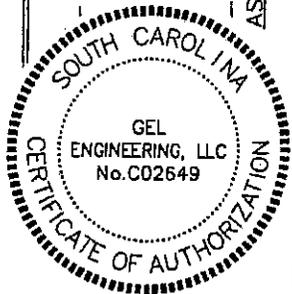
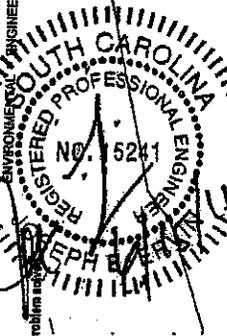
This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee.

1. That the permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save OCRM and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.
2. That if the activity authorized herein is not constructed or completed within five years of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.
3. That all authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.
4. That this permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.
5. That this permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.
6. That the permittee shall permit OCRM or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed is in accordance with the terms and conditions of this permit.
7. That any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by OCRM.
8. That this permit may not be transferred to a third party without prior written notice to OCRM, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.
9. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
10. That the permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.
11. That the structure or work authorized herein shall be in accordance with the plans and drawing attached hereto, and shall be maintained in good condition. Failure to build in accordance with the plans and drawings attached hereto, or failure to maintain the structure in good condition, shall result in the revocation of this permit.
12. That the authorization for activities or structures herein constitutes a revocable license. OCRM may require the permittee to modify activities or remove structures authorized herein if it is determined by OCRM that such activity or structures violates the public's health, safety, or welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that OCRM intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.
13. That OCRM shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is not in compliance with the drawings submitted by the applicant. That the permittee, upon receipt of OCRM's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to revocation, suspension, or modification of this permit, OCRM shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to OCRM. (South Carolina Code Section 1-023-370 shall govern the procedure for revocation, suspension or modification herein described).
14. That any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against OCRM or the State of South Carolina or any employee, agent, or representative of OCRM or the State of South Carolina.
15. That all activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with all applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.
16. That extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and OCRM assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

PLOTTED Jun 15, 2011 - 10:01am BY: JLB FILE LOCATION: H:\Consulting Clients Files\A-D\A\Apr2-Ashley River Properties IN 2011 Projects\Apr 200211_rplod_drawing\Apr 200211_CAD\Apr 200211-permit_2011-06.dwg LAYOUT TAB SHEET 4



GEL Engineering LLC
member of THE GEL GROUP INC
ENVIRONMENTAL ENGINEERING • SURVEYING
proliferation.com



PURPOSE: MARINA EXPANSION
ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST
SURVEY DATUM: MLW

FIGURE 4
PLAN VIEW
NOT TO SCALE
RIPLEY LIGHT YACHT CLUB
95 RIPLEY POINT DRIVE
CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER
COUNTY OF: CHARLESTON,
SOUTH CAROLINA
SHEET: 4 OF 13
REVISED DATE: 6/2/2011
DATE: 5/12/08

11/24

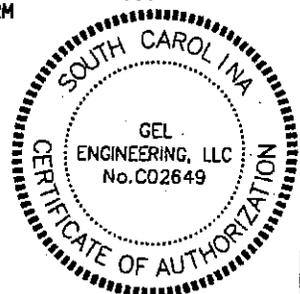
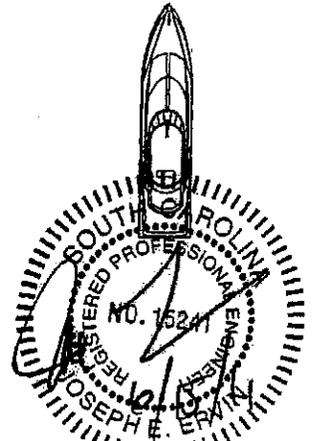
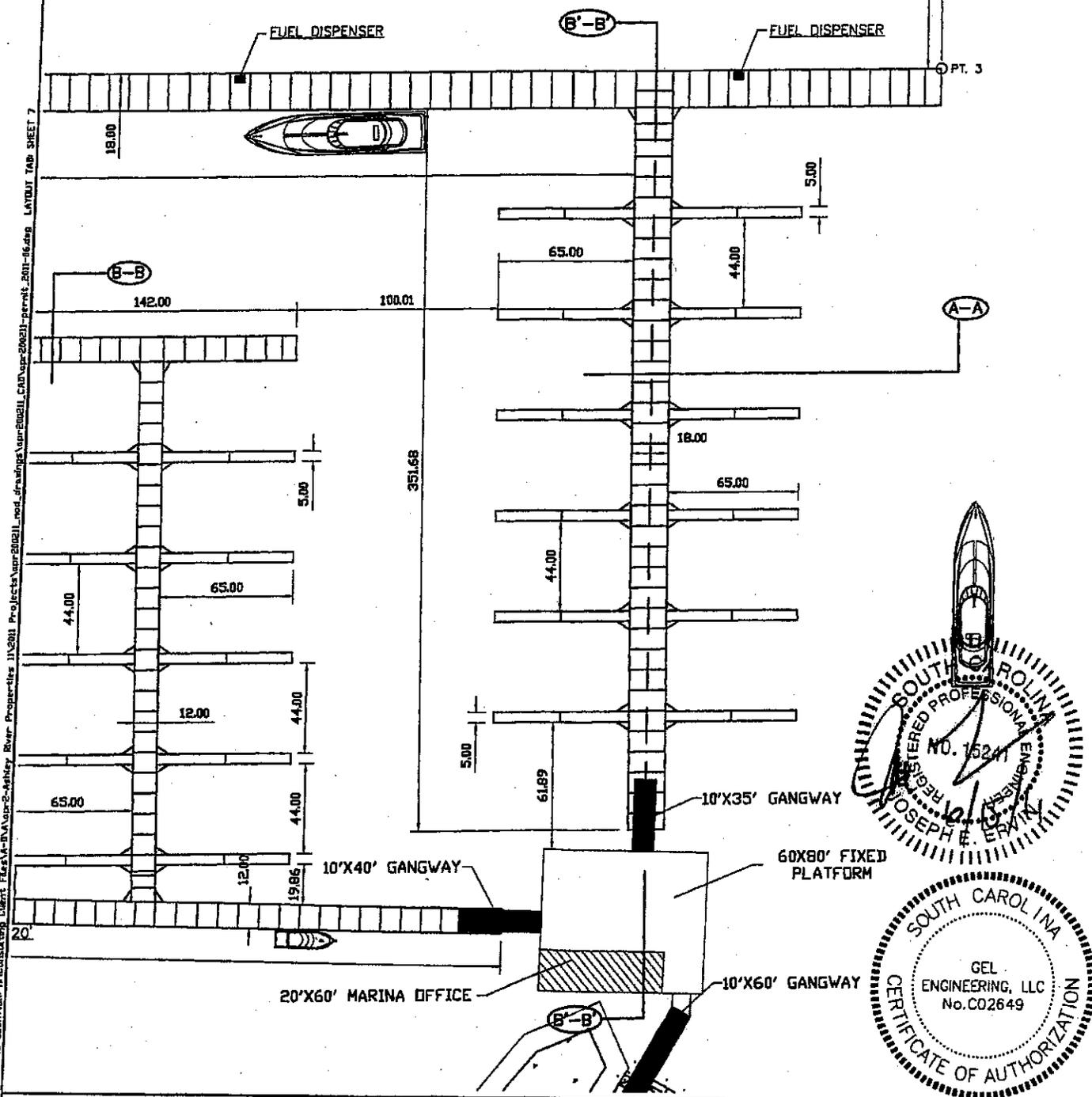
SEE SPECIAL CONDITION(S)

1110.89' (FROM PT. 3 TO P. 4)

EDGE OF THE
ASHLEY RIVER CHANNEL



PLOTTED Jan 05, 2011 - 09:35am By: sfp FILE LOCATION H:\Consulting Client Files\A\VA\Apr-2-Ashley River Properties 11\2011 Projects\Apr-200211_mod_dra\Apr-200211_permit_2011-16.dwg LAYOUT TAB SHEET 7



PURPOSE: MARINA EXPANSION
ADJACENT PROPERTY OWNERS:
 SEE ATTACHED LIST

SURVEY DATUM: MLW

**FIGURE 7
 PLAN VIEW**

NOT TO SCALE

 RIPLEY LIGHT YACHT CLUB
 95 RIPLEY POINT DRIVE
 CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
 MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
 SOUTH CAROLINA

SHEET: 7 OF 13 **REVISED DATE:** 6/2/2011
 DATE: 5/12/08

opr200211

GEL ENGINEERING, LLC

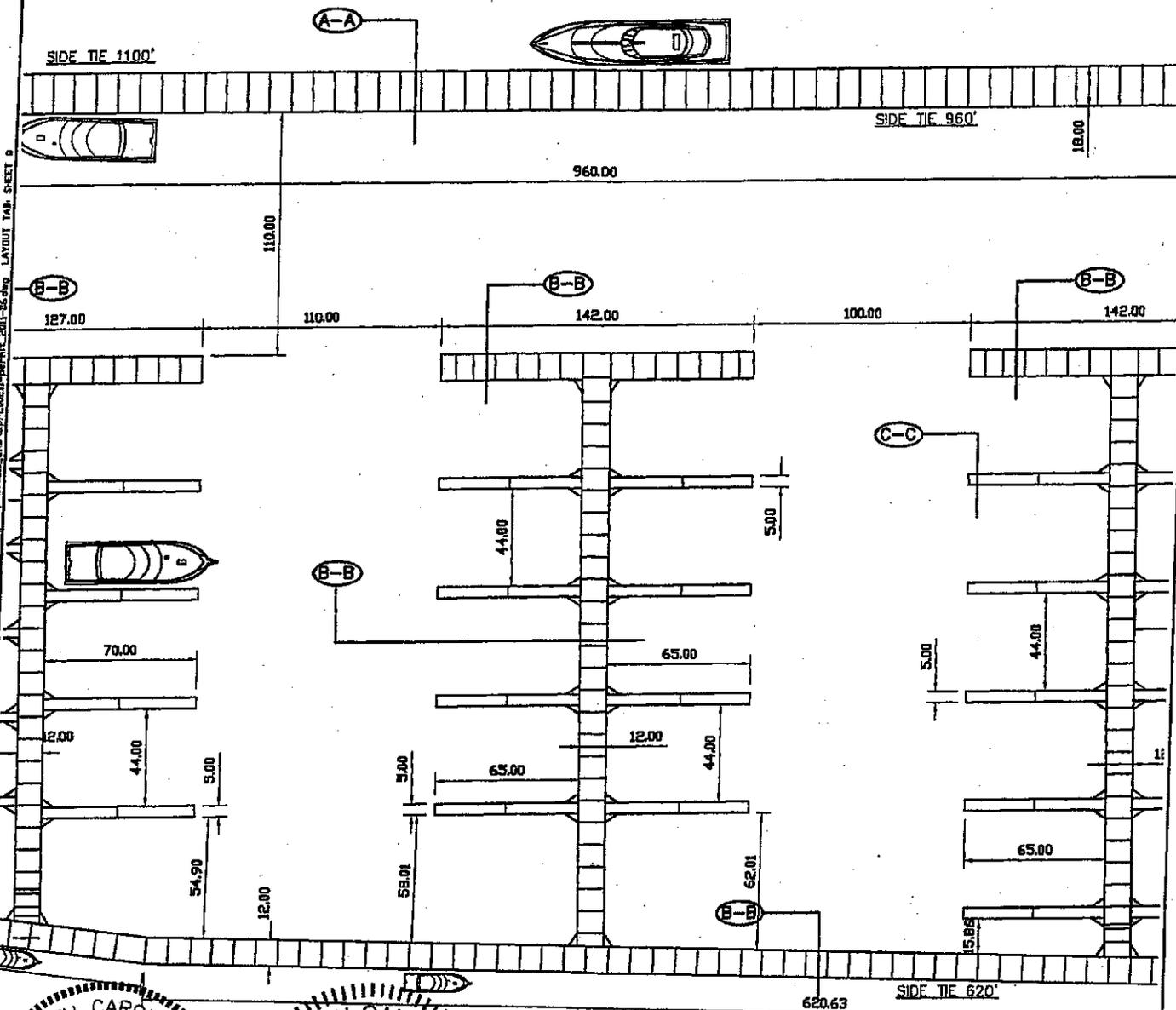
a Member of THE GEL GROUP, INC.

14124

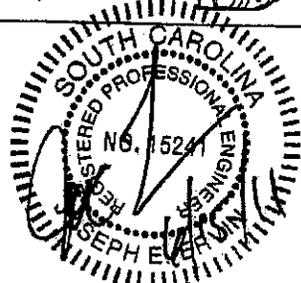
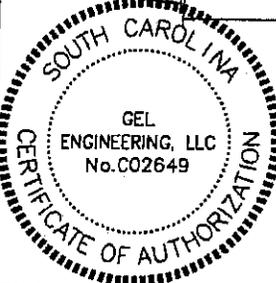
SEE SPECIAL CONDITION(S)

SHEET 2 OF 13

1110.99' (FROM PT. 3 TO PT. 4 ON SHEET 2 OF 13)



FILE LOCATION: H:\Consulting Client Files\A-DNA\Apr 2-Ashley River Properties\112011 Projects\Apr 2011\pos_draings\Apr 2011_CAD\Apr 2011-Sept 2011-05.dwg LAYOUT TAB SHEET 8
PRINTED: Jan 15, 2011 - 10:05am By: L.P.



PURPOSE:
MARINA EXPANSION

ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

SURVEY DATUM: MLW

FIGURE 8
PLAN VIEW

NOT TO SCALE

RIPLEY LIGHT YACHT CLUB
95 RIPLEY POINT DRIVE
CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION

AT: RIPLEY LIGHT MARINA BASIN

IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
SOUTH CAROLINA

SHEET: 8 OF 13

REVISED DATE: 6/2/2011
DATE: 5/12/08

15124

PLATTER: Jan 15, 2011 - 10:51am BY: s.j.p. FILE LOCATION: I:\Consulting Client Files\A-D\A\Apr2-Ashley River Properties II\2011 Projects\Apr200211\road.dwg\Apr200211\permt.2011-06.dwg LAYOUT TAB SHEET II

**SEE SPECIAL
CONDITION(S)**

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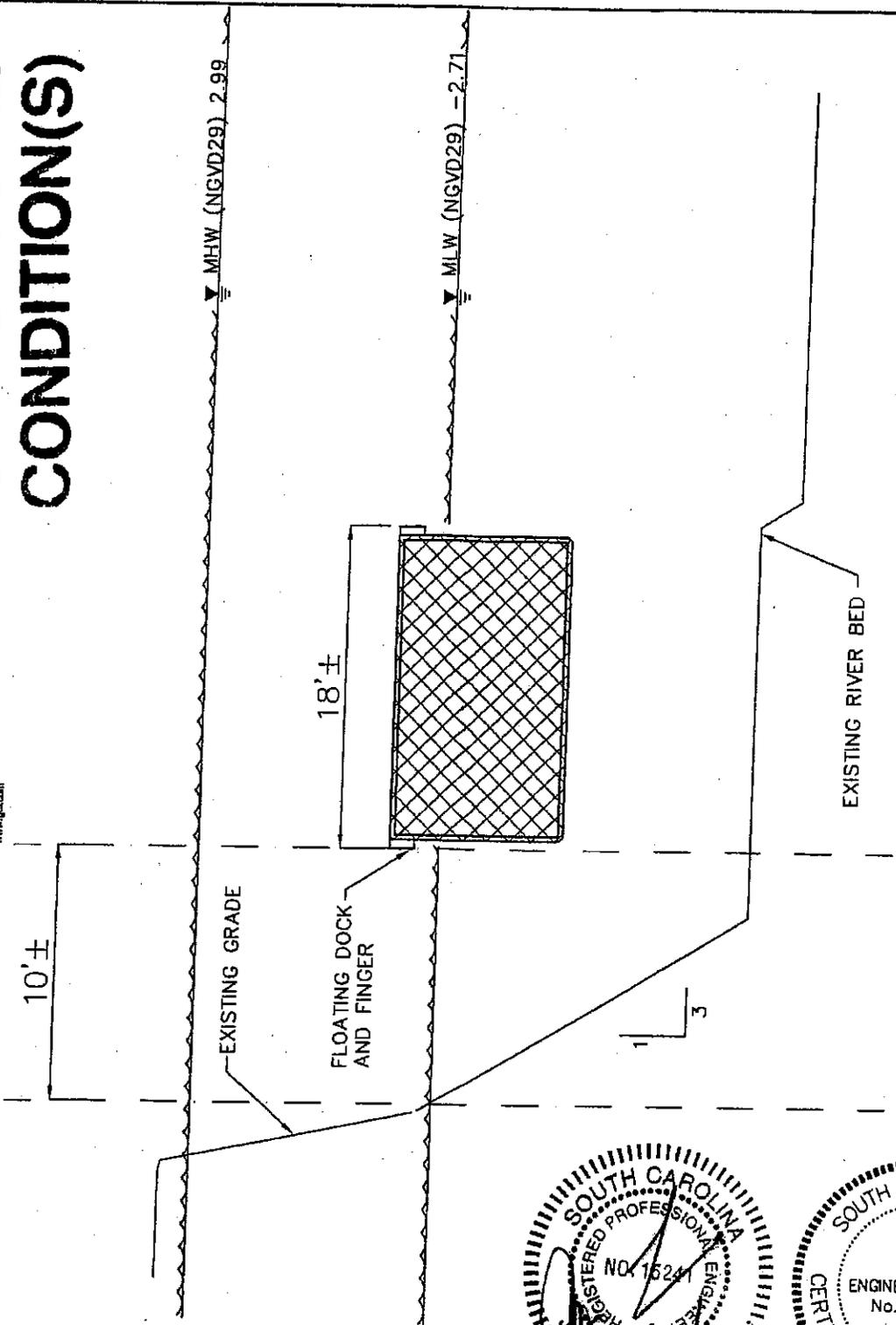
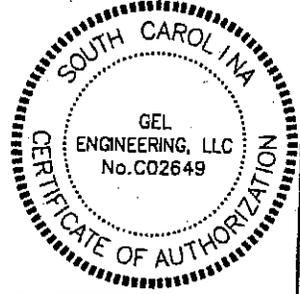


FIGURE 11



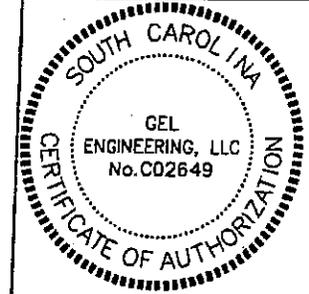
PURPOSE: MARINA EXPANSION
 ADJACENT PROPERTY OWNERS:
 SEE ATTACHED LIST
 SURVEY DATUM: MLW

FIGURE 11
 CROSS SECTION E'-E'
 NOT TO SCALE
 RIPLEY LIGHT MARINA, POA
 56 ASHLEY POINTE DRIVE
 CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
 MARINA EXPANSION
 AT: RIPLEY LIGHT MARINA BASIN
 IN: ASHLEY RIVER
 COUNTY OF: CHARLESTON,
 SOUTH CAROLINA
 SHEET: 11 OF 13
 REVISED DATE: 6/2/2011
 DATE: 5/12/08

18/24

PLotted: Jan 15, 2011 - 10:07am 311.tlp FILE LOCATION: K:\Consulting Client Files\Ashley River Properties (1)\2011 Projects\Apr 200211_cad\Apr 200211_cad\Apr 200211-06.dwg LAYOUT TAB SHEET 12

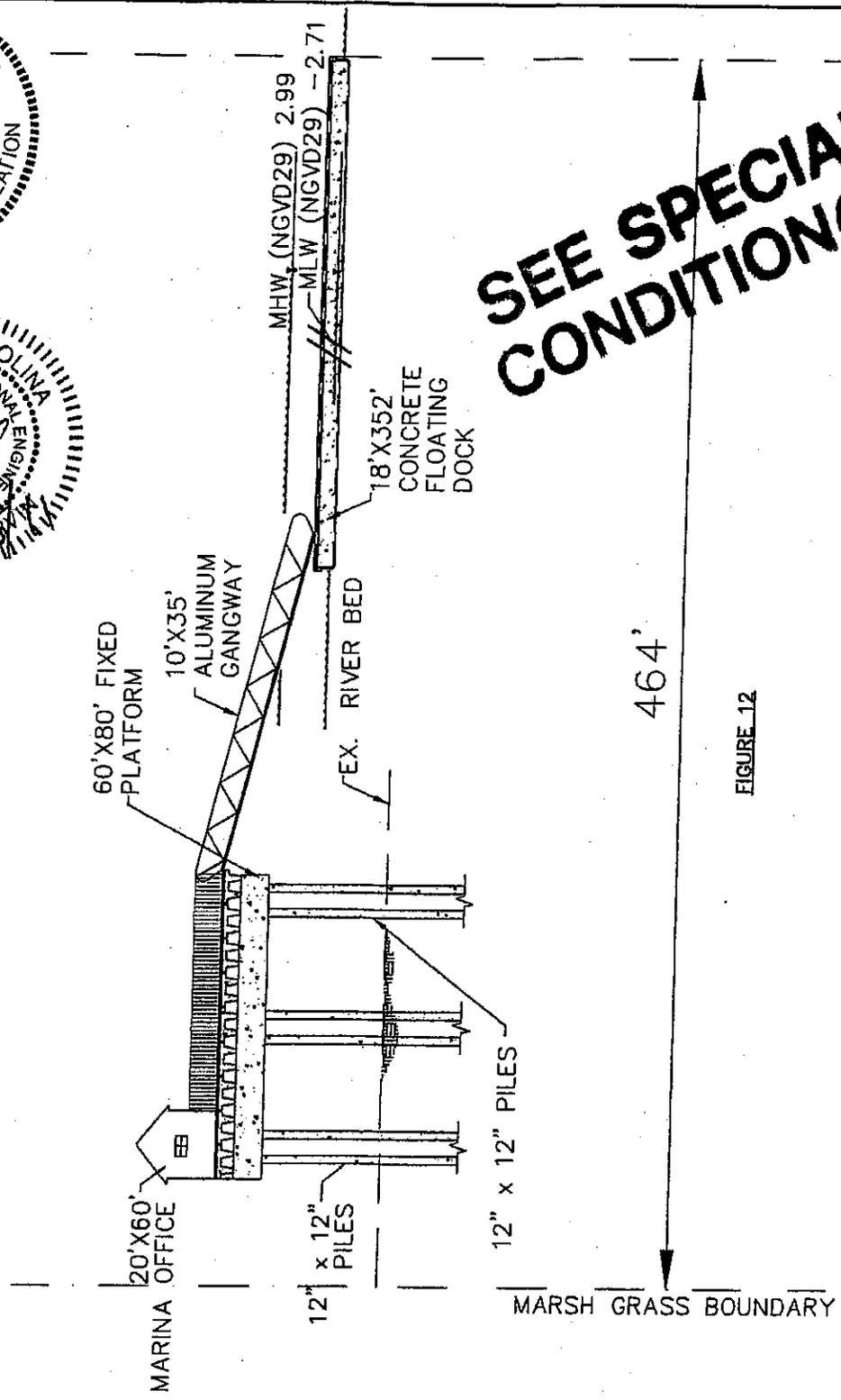


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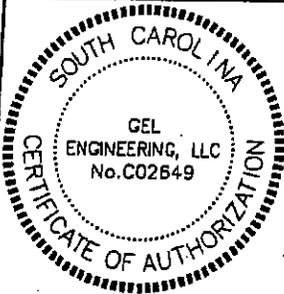
FIGURE 12

PURPOSE: MARINA EXPANSION
 ADJACENT PROPERTY OWNERS: SEE ATTACHED LIST
 SURVEY DATUM: MLW

FIGURE 12
 CROSS SECTION B'-B'
 NOT TO SCALE
 RIPLEY LIGHT MARINA, POA
 56 ASHLEY POINTE DRIVE
 CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB MARINA EXPANSION
 AT: RIPLEY LIGHT MARINA BASIN
 IN: ASHLEY RIVER
 COUNTY OF: CHARLESTON, SOUTH CAROLINA
 SHEET: 12 OF 13
 REVISED DATE: 6/2/2011
 DATE: 5/12/08

19/24



**SEE SPECIAL
CONDITION(S)**

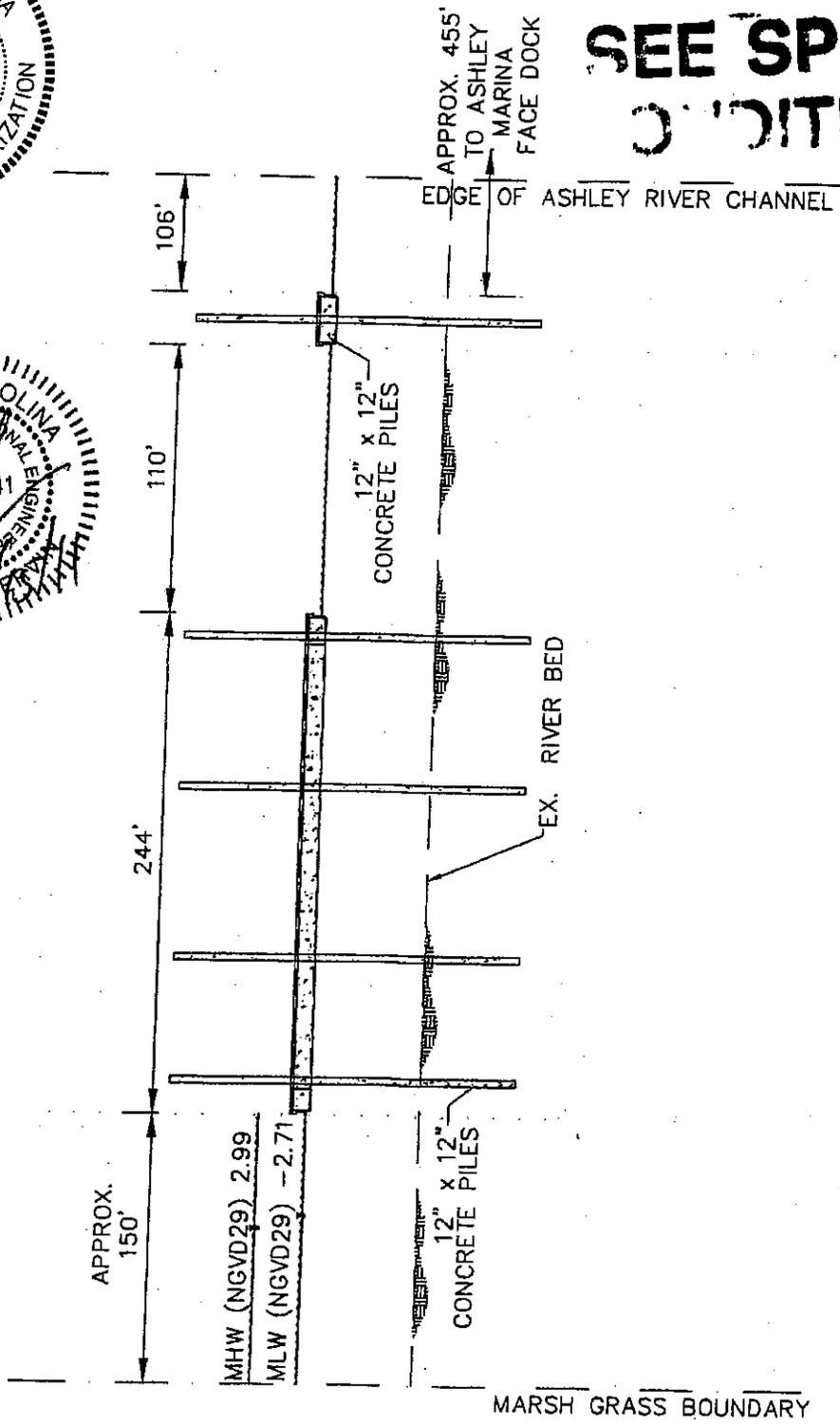


FIGURE 13

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FILE LOCATION: H:\Consulting Client Files\A-1\A1\exp2-Ashley River Properties J11-2011 Projects\Apr2012\mod_of_ashley\Apr2012\CAN\Apr2012\perm\15_2011-05.dwg LAYOUT TAB SHEET 13
PUBLISHED: Jun 15, 2011 - 10:50am By: t.p.

PURPOSE: MARINA EXPANSION
ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

SURVEY DATUM: MLW

FIGURE 13
CROSS SECTION C'-C'

NOT TO SCALE

RIPLEY LIGHT MARINA, POA
56 ASHLEY POINTE DRIVE
CHARLESTON, SOUTH CAROLINA 29407

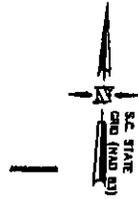
PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
SOUTH CAROLINA

SHEET: 13 OF 13
REVISED DATE: 6/2/2011
DATE: 5/12/08

20/24

ATTACHMENT A



U.S. HIGHWAY 17 SOUTH
(R/W VARIES)

STA 1735+00

PT. 1

PT. 4

EDGE OF THE ASHLEY RIVER CHANNEL

STA 1570+00

150.0'

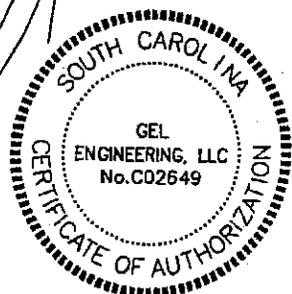
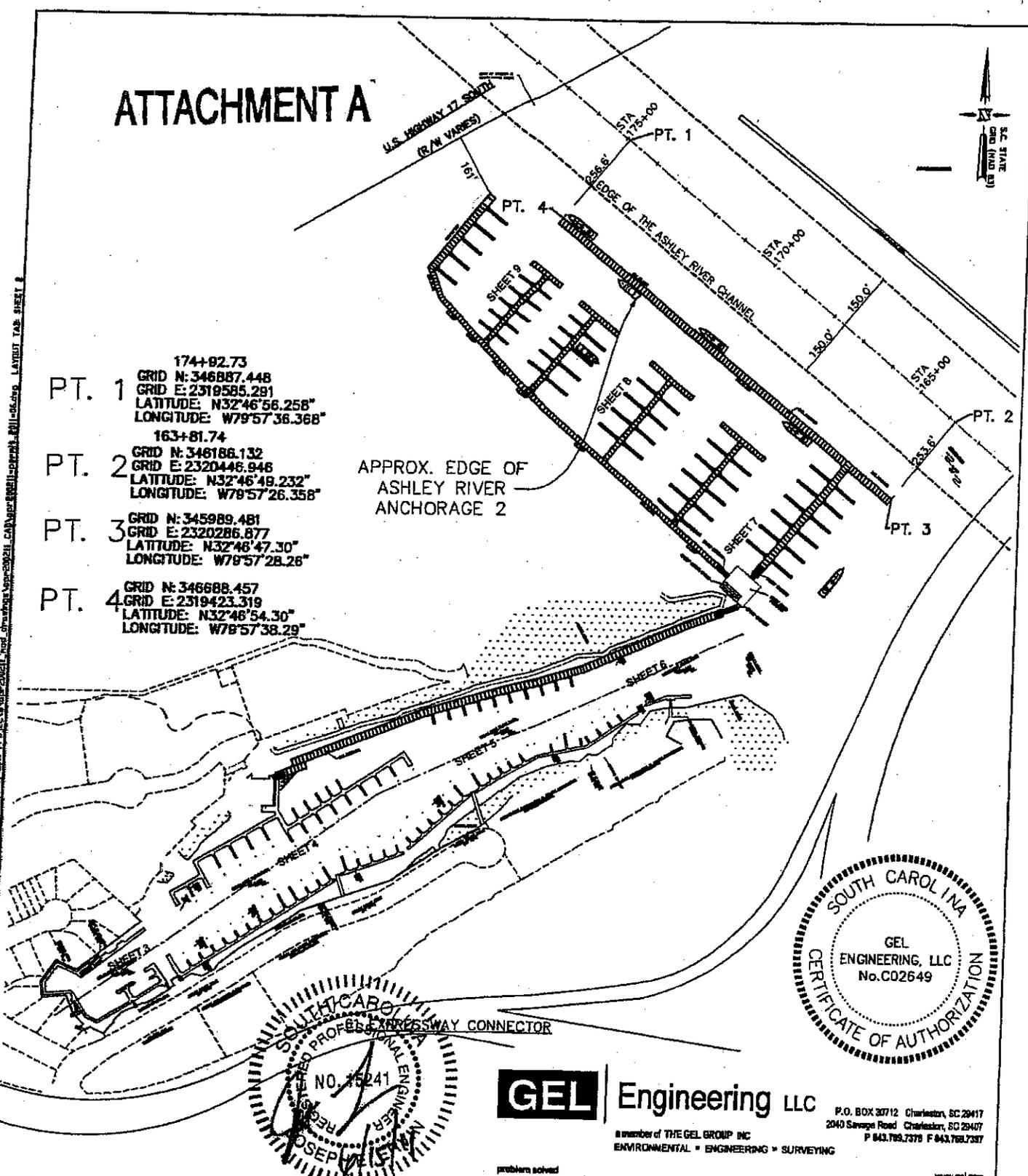
STA 1555+00

PT. 2

- PT. 1
 174+92.73
 GRID N: 346887.448
 GRID E: 2319585.291
 LATITUDE: N32°46'58.258"
 LONGITUDE: W79°57'38.368"
- PT. 2
 163+81.74
 GRID N: 346186.132
 GRID E: 2320446.946
 LATITUDE: N32°46'49.232"
 LONGITUDE: W79°57'26.358"
- PT. 3
 GRID N: 345989.481
 GRID E: 2320286.877
 LATITUDE: N32°46'47.30"
 LONGITUDE: W79°57'28.26"
- PT. 4
 GRID N: 346688.457
 GRID E: 2319423.319
 LATITUDE: N32°46'54.30"
 LONGITUDE: W79°57'38.29"

APPROX. EDGE OF
ASHLEY RIVER
ANCHORAGE 2

PT. 3



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PURPOSE: MARINA EXPANSION
ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

SURVEY DATUM: MLW

FIGURE 2
OVERALL PLAN VIEW

NOT TO SCALE

RIPLY LIGHT YACHT CLUB
95 RIPLEY POINT DRIVE
CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
SOUTH CAROLINA

SHEET: 2 OF 13

REVISED DATE: 6/2/2011
DATE: 5/12/08

GEL ENGINEERING, LLC

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PROJECT: No. 15-001 - DESIGN BY: S.P. FILE LOCATION: H:\Consulting Client Files\2-Navigation-Ashley River Expansion\15201 Proj\2008\2008.dwg LAYOUT TAB: SHEET 2
 DATE: 05/12/08

22/24

ATTACHMENT B

EDGE OF THE
ASHLEY RIVER CHANNEL

C'-C'

1110.99' (FROM PT. 3 TO PT. 4 ON SHEET 2 OF 13)

SIDE TIE 1100'

PT. 4

156.72

181' TO DOT
R/W

18.00

B-B

108.72

98.00

65.00

B-B

127.00

240.02
SIDE TIE 240'

65.00

44.00

5.00

A-A

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DEPARTMENT OF THE ARMY PERMIT

Permittee: ASHLEY RIVER PROPERTIES II, LLC
C/O DAVIDSON WILLIAMSON

95 RIPLEY POINTE DRIVE
CHARLESTON, SC 29407

Permit No: 2008-01005-2IR

Issuing Office: CHARLESTON DISTRICT

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

The proposed work consists of expanding Ripley Light Yacht Club (located on the northern side of Ripley Cove) by adding approximately 11,510 linear feet of additional floating dock structure to accommodate 186 additional pleasure crafts for public dockage to provide public access for recreational boating in the Charleston Harbor area in accordance with the attached drawings entitled: Ashley River Properties II LLC, Ripley Light Yacht Club Marina Expansion. Sheets 1 thru 13 of 13 dated October 6, 2011.

Project Location:

The project site is located at Ripley Light Marina Basin in the Ashley River, Charleston County, Charleston, South Carolina.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **31 March 2017**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

SEE PAGES 4 & 5.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- Section 404 of the Clean Water Act (33 U.S.C. 1344).
- Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

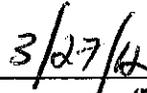
Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE)

ASHLEY RIVER PROPERTIES II, LLC
C/O DAVIDSON WILLIAMS



(DATE)

DAVIDSON D. WILLIAMS

PRINT NAME

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



(DISTRICT ENGINEER)

EDWARD P. CHAMBERLAYNE, P.E.

or his Designee

Tina B. Hadden

Chief, Regulatory Division

MAR 30 2012

(DATE)

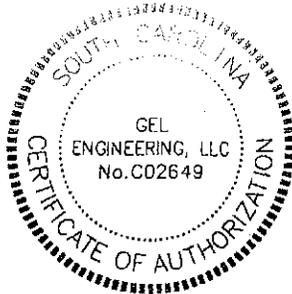
(TRANSFEREE)

(DATE)

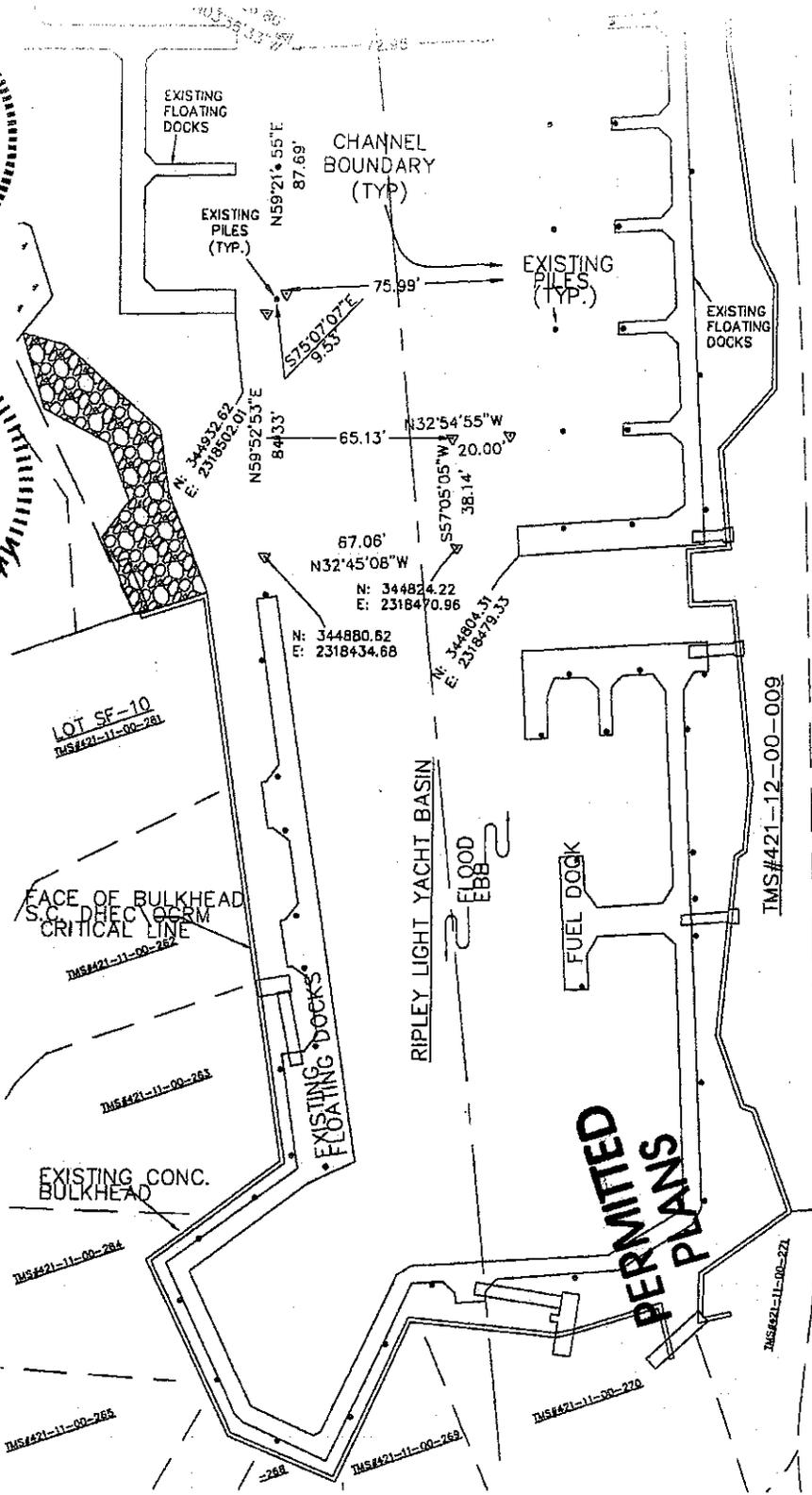
SPECIAL CONDITIONS FOR PERMIT #: 2008-01005-2IR

- a. That the permittee agrees to provide all contractors associated with construction of the authorized activity a copy of the permit and drawings. A copy of the permit will be available at the construction site at all times.
- b. That the permittee shall submit a signed compliance certification to the Corps within 60 days following completion of the authorized work and any required mitigation. The certification will include:
 1. A copy of this permit;
 2. A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions;
 3. A statement that any required mitigation was completed in accordance with the permit conditions;
 4. The signature of the permittee certifying the completion of the work and mitigation.
- c. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- d. It is recognized that this structure is to be constructed on/or adjacent to an area subject to a prism and/or disposal easement held by the United States in perpetuity in conjunction with a Congressionally authorized project for the maintenance and improvement of a Federal Channel. This permit does not convey any property rights either in real estate or material or any exclusive use privileges; nor does it relinquish any right the United States has for the use of its easement or the maintenance and future widening or deepening of the Federal Channel pursuant to its easement rights.
- e. It is understood and agreed that if the District Engineer determines this structure shall in any way in the future conflict with the improvement, operation, maintenance and widening or deepening of the Federal Channel, the owners themselves, their heirs, successors and assigns will remove said structure within 45 days from the date that written notice is given by the District Engineer, and there shall be no entitlement to compensation from the United States for damage or injury.
- f. Conveyance of this permit applies only to the structure authorized and does not authorize the construction of any permanent structure or any structure suitable for habitation or any utility leading either to permanent structures suitable for habitation or to permanent structures within the bounds of areas on which the Corps of Engineers enjoys easement rights.
- g. That permittee agrees that no permanent structures, beyond those authorized by this document, will be placed on the prism easement or on any adjacent disposal easement without written approval of the District Engineer.
- h. That the Secretary of the Army, representing the United States of America, hereby consents to the herein authorized facilities or structures to be located on or across easement lands vested in the United States of America for the construction and operation of the Federal Channel. The permittee shall not engage in any act which may interfere with or abridge the easement interests of the United States, except those specifically authorized herein.

- i. That any Corps of Engineers Waterway Control Monument can not be disturbed without first notifying this office 30 days in advance. After coordination with this office, a decision will be made as to the proper steps to be taken with regard to removing and relocating the monuments(s).
- j. That the permittee agrees to provide, as a part of the completion notification, as-built drawings which indicate all dimensions of the structure as well as the distance from the edge of the Federal channel and the waterward edge of the authorized structure(s).
- k. The permittee understands and agrees that all abandoned vessels within the meaning the South Carolina Statute 50-21-10, in the area between the Wappoo Creek to the south, Highway 17 Bridge to the north, the marsh grass line to the west, and the edge of the Federal Channel to the east are removed and disposed of solely at the expense of the Ashley River Properties II, LLC prior to construction of the requested marina expansion.
- l. That the permittee agrees to conduct the work authorized herein in a manner that will not prevent or interfere with full and free use of the adjacent or nearby navigable waters of the United States by the boating public.
- m. The permittee agrees that the project area will be enclosed by a silt screen and floating boom at all times during construction and until re-suspended sediments have settled out after the work has been completed.
- n. The permittee agrees to avoid adverse impacts to existing vegetated marsh during and construction activity.
- o. The permittee understands and agrees that the marina must be constructed as planned in order to eliminate the need for future dredging.
- p. The permittee understands and agrees that the marina expansion is being authorized as a public marina. Any changes from public to private (through the sale of boat slips) must be addressed through the permitting process prior to those changes occurring.



Ashley River Properties II LLC
Ripley Light Yacht Club Marina Expansion
SAC#2008-01005-2IR
October 6, 2011
Sheet 3 of 13



ASHLEY POINTE DRIVE
 (50' R/W)

ASHLEY INNS LIMITED PARTNERSHIP
 TMS#421-12-00-007

MD-RIM LLC
 TMS#421-12-00-001

**PERMITTED
 PLANS**

FILE LOCATION: H:\Consulting Clients Files\A-PA\Apr-E-Ashley River Properties II\2011 Projects\Apr-2011_CAD\Apr-2011-permit_2011-06.dwg LAYOUT TAB-SHEET 3
 PLOTTED: Jun 15, 2011 10:31am BY: tjp

PURPOSE: MARINA EXPANSION
 ADJACENT PROPERTY OWNERS:
 SEE ATTACHED LIST
 SURVEY DATUM: MLW

FIGURE 3
PLAN VIEW
 NOT TO SCALE

RIPLEY LIGHT YACHT CLUB
 95 RIPLEY POINT DRIVE
 CHARLESTON, SOUTH CAROLINA 29407

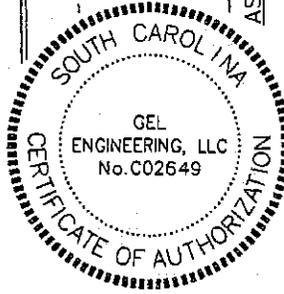
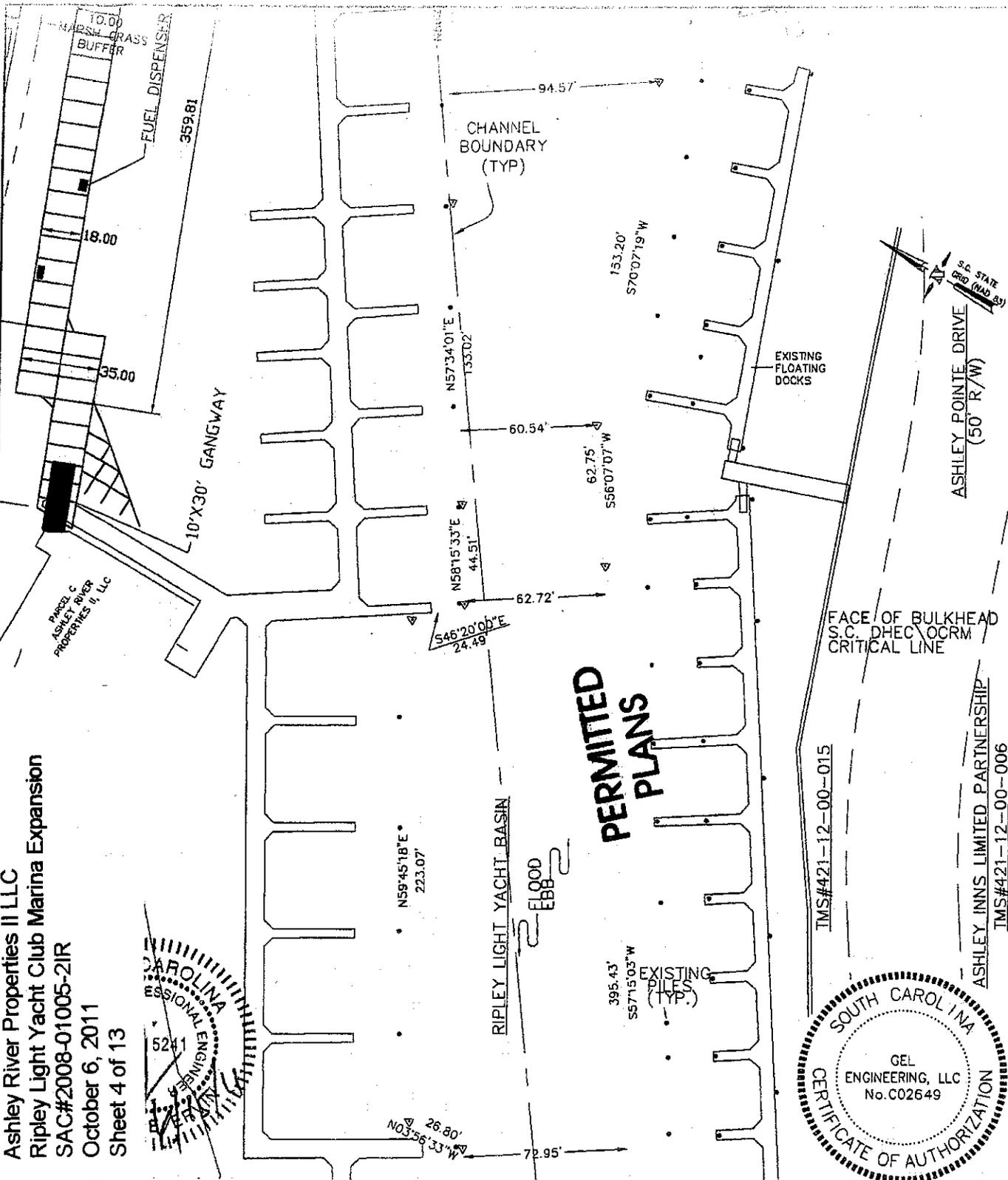
PROPOSED: RIPLEY LIGHT YACHT CLUB
 MARINA EXPANSION
 AT: RIPLEY LIGHT MARINA BASIN
 IN: ASHLEY RIVER
 COUNTY OF: CHARLESTON,
 SOUTH CAROLINA

SHEET: 3 OF 13
 REVISED DATE: 6/2/2011
 DATE: 5/12/08

FILE LOCATION: \\A\Projects\2011\06.dwg LAYOUT TAB SHEET 4

PLOTTED: Jun 15, 2011 10:31am BY: t.p.

Ashley River Properties II LLC
Ripley Light Yacht Club Marina Expansion
SAC#2008-01005-2IR
October 6, 2011
Sheet 4 of 13



PURPOSE: MARINA EXPANSION
 ADJACENT PROPERTY OWNERS:
 SEE ATTACHED LIST
 SURVEY DATUM: MLW

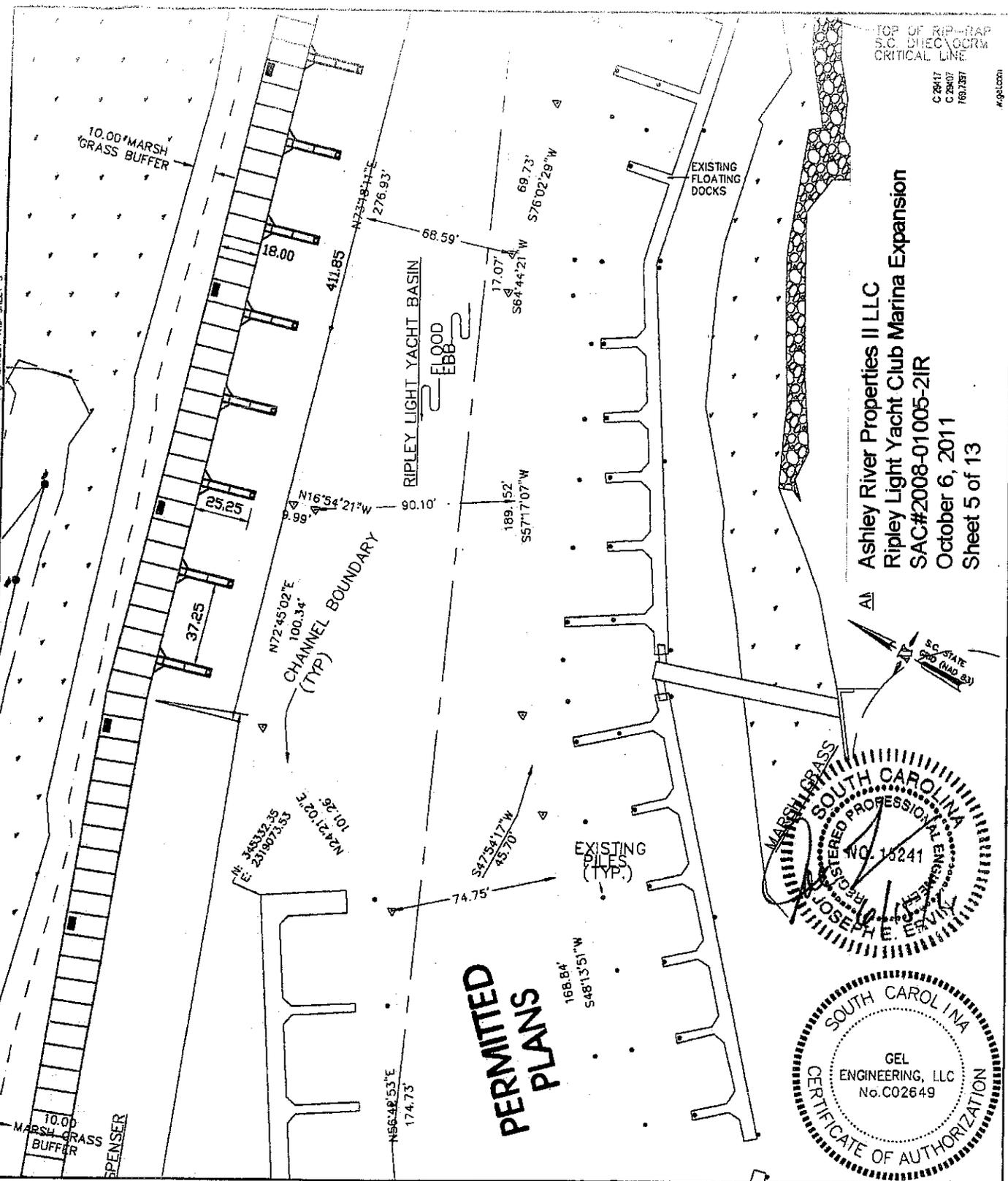
FIGURE 4
 PLAN VIEW
 NOT TO SCALE
 RIPLEY LIGHT YACHT CLUB
 85 RIPLEY POINT DRIVE
 CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
 MARINA EXPANSION
 AT: RIPLEY LIGHT MARINA BASIN
 IN: ASHLEY RIVER
 COUNTY OF: CHARLESTON,
 SOUTH CAROLINA
 SHEET: 4 OF 13
 REVISED DATE: 5/2/2011
 DATE: 5/12/08

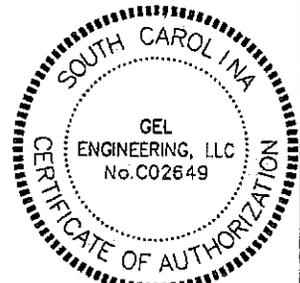
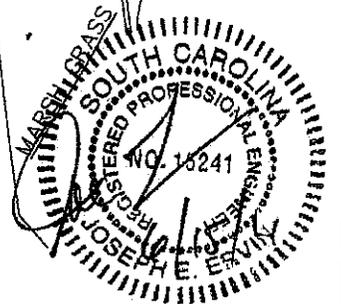
TOP OF RIP-RAP
S.C. UNIFORM GCRW
CRITICAL LINE

C 28417
C 28407
168.1357

kgel.com



Ashley River Properties II LLC
Ripley Light Yacht Club Marina Expansion
SAC#2008-01005-2IR
October 6, 2011
Sheet 5 of 13



**PERMITTED
PLANS**

PURPOSE: MARINA EXPANSION
ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

SURVEY DATUM: MLW

FIGURE 5
PLAN VIEW

NOT TO SCALE

RIPLEY LIGHT YACHT CLUB
95 RIPLEY POINT DRIVE
CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
SOUTH CAROLINA

SHEET: 5 OF 13

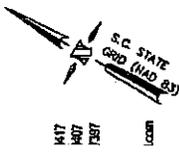
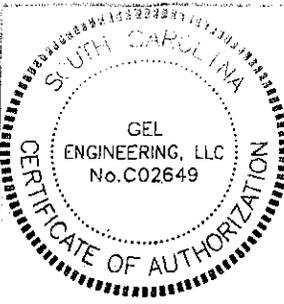
REVISED DATE: 6/2/2011
DATE: 5/12/08

FILE LOCATION: H:\Consulting Clients Files\VA-DA\Apr-2-Ashley River Properties II\2011 Projects\Apr-2008\1-CAD\Apr-2008\1-per-01-2011-06.dwg LAYOUT TAB SHEET 3
PLOTTED: Jun 15, 2011 1:00pm BY: tjp

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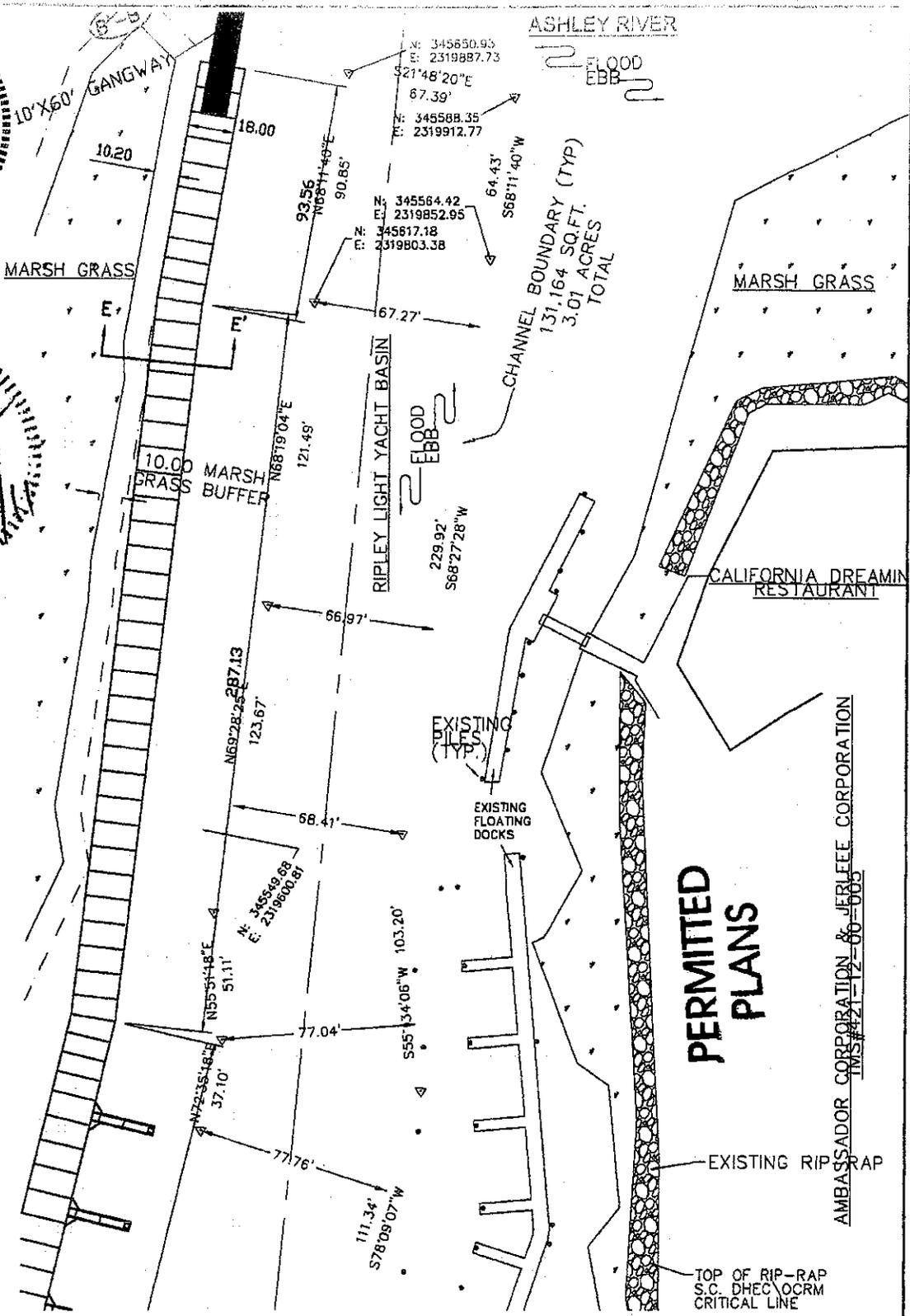
GEL ENGINEERING, LLC

Member of THE GEL GROUP, INC.



FILE LOCATION: H:\Consulting Client Files\A-D\A\sup2-Ashley River-Proprietors II\2011 Projects\sup2002H_CAD\sup2002H_LAYOUT Tab SHEET 6
 PLOTTER: Jun 15, 2011 10:35am BY: tjp

Ashley River Properties II LLC
Ripley Light Yacht Club Marina Expansion
SAC#2008-01005-2IR
October 6, 2011
Sheet 6 of 13



PERMITTED PLANS

AMBASSADOR CORPORATION & JERLEEE CORPORATION
 TMS#21-12-00-005

PURPOSE: MARINA EXPANSION
 ADJACENT PROPERTY OWNERS:
 SEE ATTACHED LIST

 SURVEY DATUM: MLW

FIGURE 6
PLAN VIEW

 NOT TO SCALE

RIPLEY LIGHT YACHT CLUB
 95 RIPLEY POINT DRIVE
 CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
 MARINA EXPANSION
 AT: RIPLEY LIGHT MARINA BASIN
 IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
 SOUTH CAROLINA

SHEET: 6 OF 13

REVISED DATE: 8/2/2011
 DATE: 5/12/08

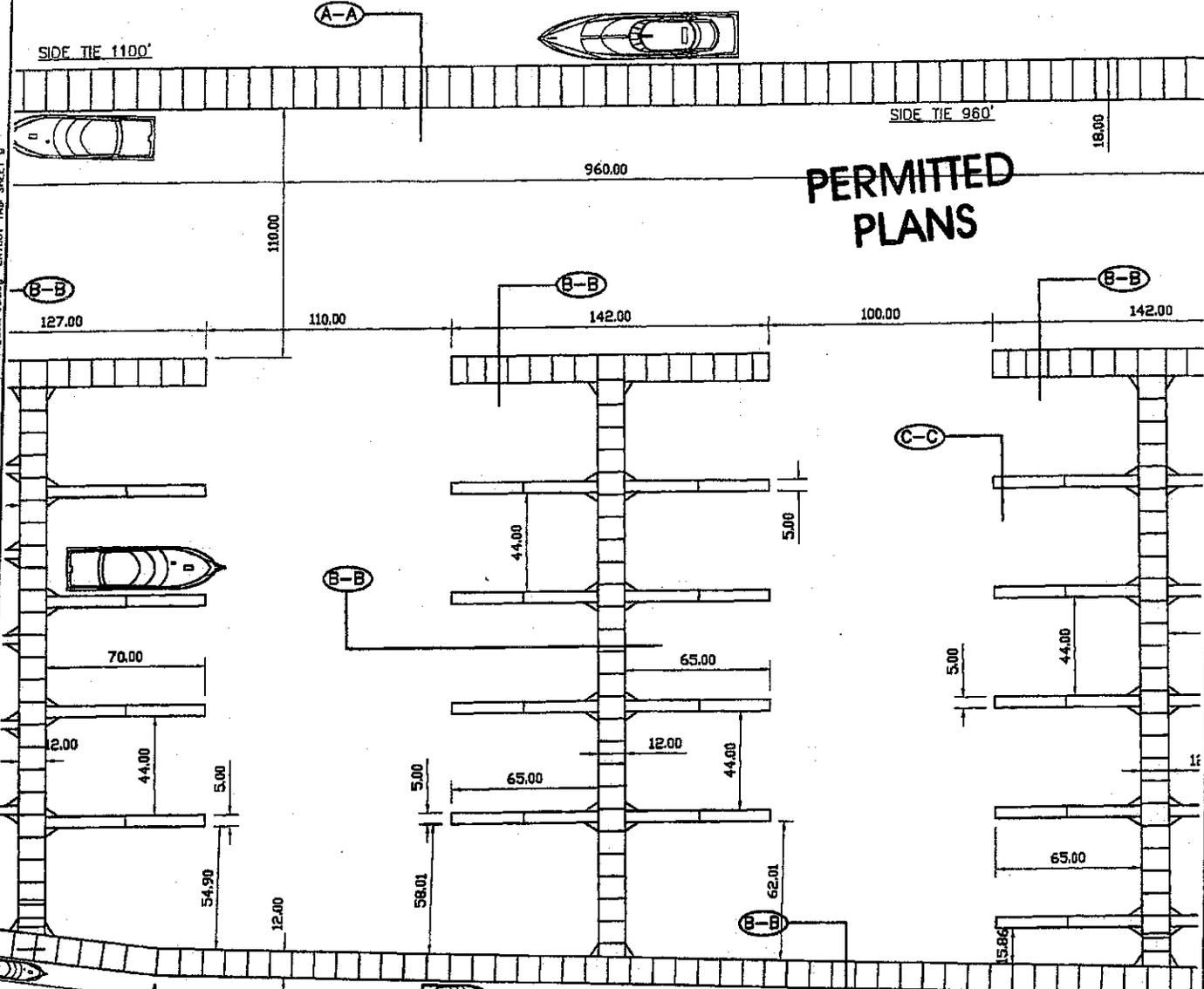
SHEET 2 OF 13)

1110.99' (FROM PT. 3 TO PT. 4 ON SHEET 2 OF 13)

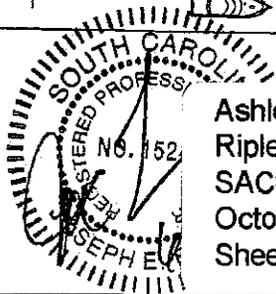
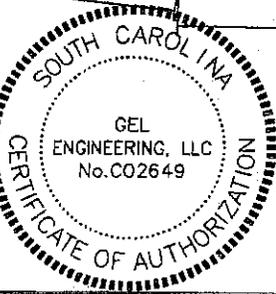
SIDE TIE 1100'

SIDE TIE 960'

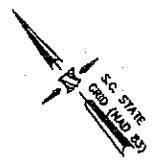
PERMITTED
PLANS



FILE LOCATION: H:\Consulting Client Files\4-DNA\Apr-2-Ashley River Properties II\2011 Projects\Apr-2011\mod_drf\swings\Apr-2011\CAD\Apr-2011-06.dwg LAYOUT TAB SHEET 8



Ashley River Properties II LLC
 Ripley Light Yacht Club Marina Expansion
 SAC#2008-01005-2IR
 October 6, 2011
 Sheet 8 of 13



PURPOSE:
MARINA EXPANSION

ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

SURVEY DATUM: MLW

FIGURE 8
PLAN VIEW

NOT TO SCALE

RIPLEY LIGHT YACHT CLUB
95 RIPLEY POINT DRIVE
CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION

AT: RIPLEY LIGHT MARINA BASIN

IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
SOUTH CAROLINA

SHEET: 8 OF 13

REVISED DATE: 8/2/2011
DATE: 5/12/08



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

001 17 2011
**SEE SPECIAL
CONDITION(S)**

October 6, 2011

Ashley River Properties II, LLC
C/o Mr. Davidson Williams
95 Ripley Pointe Drive
Charleston, SC 29407

Re: 2008-01005-2IR-P - Ashley River Properties II, LLC

Dear Mr. Williams:

The SCDHEC Office of Ocean and Coastal Resource Management has reviewed your application to expand an existing marina at 95 Ripley Pointe Drive, Charleston, Charleston County, South Carolina and has issued a permit for this work. You should carefully read the description of the authorized project and any special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit and return it to this Department. Keep the photocopy for your records.

PLEASE READ CAREFULLY: You are required to sign and return the original version of your permit to this Department. If this permit is not signed and returned within thirty (30) days of issuance, OR appealed within 15 days as described on the enclosed "Notice of Appeal Procedure", the Department reserves the right to cancel this permit. Please carefully review the enclosed "Notice of Appeal Procedure" for information and deadlines for appealing this permit.

We have also enclosed a "request for a construction placard" card. You must send in this card before the time you wish to start construction. At that time a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal or local permits that may be required.

Sincerely,

Fred Mallett
Wetland Section Project Manager

Enclosure

cc: Mr. Blair Williams, Wetland Section Manager

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Ocean and Coastal Resource Management

Charleston Office • 1362 McMillan Ave, Suite 400 • Charleston, SC 29405-2047

Phone: 843-953-0200 • Fax: 843-953-0201 • www.scdhec.gov



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

Notice of Appeal Procedure
Pursuant to S.C. Code Section 44-1-60

1. This decision of the S.C. Department of Health and Environmental Control (Department) becomes the final agency decision 15 calendar days after notice of the decision has been mailed to the applicant or respondent, unless a written request for final review accompanied by a filing fee in the amount of \$100 is filed with the Department by the applicant, permittee, licensee, or affected person.
2. An applicant, permittee, licensee, or affected person who wishes to appeal this decision must file a timely written request for final review with the Clerk of the Board at the following address or by facsimile at 803-898-3393. A filing fee in the amount of \$100 made payable to SC DHEC must also be received by the Clerk within the time allowed for filing a request for final review. However, if a request for final review is filed by facsimile, the filing fee may be mailed to the Clerk of the Board if the envelope is postmarked within the time allowed for filing a request for final review.

Clerk of the Board
SC DHEC
2600 Bull Street
Columbia, SC 29201
3. In order to be timely, a request for final review must be received by the Clerk of the Board within 15 calendar days after notice of the decision has been mailed to the applicant or respondent. If the 15th day occurs on a weekend or State holiday, the request is due to be received by the Clerk of the Board on the next working day. The request for final review must be received by the Clerk of the Board by 5:00 p.m. on the date it is due. A request for final review will be returned to the requestor if the filing fee is not received on time as described above.
4. The request for final review should include the following:
 - a. the grounds on which the Department's decision is challenged and the specific changes sought in the decision
 - b. a statement of any significant issues or factors the Board should consider in deciding whether to conduct a final review conference
 - c. a copy of the Department's decision for which review is requested
5. If a timely request for final review is filed with the Clerk of the Board, the Clerk will provide additional information regarding procedures. If the Board declines in writing to schedule a final review conference, the Department's decision becomes the final agency decision and an applicant, permittee, licensee, or affected person may request a contested case hearing before the Administrative Law Court within 30 calendar days after notice is mailed that the Board declined to hold a final review conference.

The above information is provided as a courtesy; parties are responsible for complying with all applicable legal requirements.

July 1, 2010

**SEE SPECIAL
CONDITION(S)**

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT**

CRITICAL AREA PERMIT & COASTAL ZONE CONSISTENCY CERTIFICATION

Permittee(s): Ashley River Properties II, LLC

Permit Number(s): 2008-01005-2IR-P

Date of Issuance: October 6, 2011

Expiration Date: October 6, 2016

Location: On and adjacent to Ripley Canal and the Ashley River at 95 Ripley Pointe Drive, Charleston, Charleston County, South Carolina

This permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, *et seq.*, and 23A S.C. Code Ann. Regs. 30-1 through 30-18 (Supp. 2005). Please carefully read the project description and any special conditions that may appear on this permit/certification as they will affect the work that is allowed. If there are no special conditions, then the work is authorized as described in the project description and as modified by the general conditions. The general conditions are also a part of this permit/certification and should be read in their entirety. The S. C. Contractor's Licensing Act of 1999, enacted as S.C. Code Ann. Section 40-11-5 through 430, requires that all construction with a total cost of \$5,000 or more be performed by a licensed contractor with a valid contractor's license for marine class construction, except for construction performed by a private landowner for strictly private purposes. Your signature on and acceptance of this permit denotes your understanding of the stated law regarding use of licensed contractors. **All listed special and general conditions will remain in effect for the life of the project if work commences during the life of the permit. This applies to permittee, future property owners, or permit assignees.**

SEE SPECIAL CONDITION(S)

DESCRIPTION OF THE PROJECT, AS PERMITTED

This permit has been issued to expand the existing marina with minor changes. Specifically, the permittee will expand the existing facility by adding approximately 11,510 linear feet of additional floating dock structure to accommodate 186 additional pleasure craft. The project will include replacing the previously permitted 8' wide floating dock that runs parallel to the main channel in the Ripley Light Marina basin with an 18' wide by 1,125 linear foot structure. The additional 10' of new floating dock width will be created by locating the new structure no closer than 10' from the adjacent marsh grass boundary. In addition, all affected boat slips will be shortened so that no further encroachment into the marina basin channel will occur. This floating dock will be attached to a 60' by 80' fixed platform at the mouth of Ripley Cove. Additional floating docks attached to the fixed platform will provide 4,835 linear feet of dock for 65- boat slips, 3,420 linear feet of dock for 55-boat slips, 1,000 linear feet of dock for 40-foot boat slips, 585 linear feet for 45-foot boat slips, 770 linear feet of dock for 70 boat slips, 500 linear feet of T-head dock and 90 linear feet of dock for 1 slip. The fixed platform will house the operation offices and restrooms. The proposed marina expansion will include both gasoline and diesel fueling services. It is also noted that the proposed expansion will be located on the now disestablished Ashley River Anchorage Area #2. The purpose of the permitted activity is to expand the existing public marina to accommodate 186 additional boats for recreational boating in the Charleston Harbor

SPECIAL CONDITIONS

1. Provided operations of the marina shall be reviewed by the Department as deemed appropriate, but at least every five years. Based on this review, the Department may require, among other things, changes or additions to the Operations and Maintenance Manual (manual) to address any water quality or other environmental problems, and a reduction in the size of, or a change in the configuration of, the marina. Such action may be taken at any time the Department determines that significant state water quality compliance or other problems exist, at the time the Department enlarges the closure area, or at the time of a review. The manual submitted for this facility is made a part of this permit and must be followed in the operation of this facility unless otherwise amended in writing by OCRM. The manual must be reviewed and revised to keep it up-to-date with existing facilities and operations. The manual must be in accordance with R. 30-12(E)(6) or the Rules and Regulations for Permitting in the Critical Areas of the Coastal Zone and with OCRM's Marina/Commercial Dock Operations And Maintenance Manual Requirements.
2. Provided the marina is revised in accordance with Attachment "A" and both drawings labeled Attachment "B"
3. Provided the Operations and Maintenance Manual is modified to reflect the changes indicated on the drawings labeled Attachment "A" and both drawings labeled Attachment "B".

SEE SPECIAL
CONDITIONS(S)

4. Provided the work is conducted during periods of decreased biological activity between November 1st and March 30th, whenever possible.
5. Provided a functional wastewater pumpout system must be provided at the marina and must be adequate to handle all wastewater generated at the marina. The design and installation of the pumpout and disposal system must be approved by SCDHEC's Division of Domestic Wastewater, Construction Management Section. No dock may be occupied until the pumpout and disposal system has been built and given a final permit to operate by SCDHEC.
6. Provided the wastewater pumpout services are provided to permanent tenants and transients or other users of the marina.
7. Provided the discharge of any kind of waste into state waters, including, but not limited to, garbage, refuse, trash or debris, will be prohibited at the marina. Any lease agreement used to rent dock space shall include a statement prohibiting the discharge of these items or general garbage or other deleterious substances into the waters of the marina. It will also stress the need to maintain good water quality within the marina.
8. Provided the storage and disposal of new or used batteries, oil or lubrication containers, fuel containers, solvents, toxic cleaners, paint cans, etc., on the marina docks is prohibited.
9. Provided if power washing of boats is to be conducted at the marina then it must be conducted on a designated upland area and is not allowed over the water. Wastewater from this operation must be properly treated and cannot be directly discharged into the adjacent waters.
10. Provided the marina must provide additional adequate bathroom facilities at a location to encourage their use. The additional bathrooms must be at a ratio of one toilet, and one lavatory for women and one toilet, one urinal, and one lavatory for men for every additional 100 boat slips or fraction thereof. No dock may be occupied until the additional bathrooms have been given final approval by SCDHEC.
11. Provided adequate parking for users of the marina shall be demonstrated as either one parking space for every three wet slips or the spaces required by the applicable local government parking regulation, whichever is greater. The approved parking plan must be submitted to OCRM and given written approval prior issuance of the construction placard.
12. Provided one reasonably sized dock master's office may be constructed within the permitted marina. This office will be limited to water dependent use only such as fuel sales. Restroom facilities may be placed in this office, however, food and beverage services, clothing sales and other non-water dependent uses are prohibited.
13. Provided the plans for potable water supplied to the marina docks must be approved in writing by SCDHEC.

**SEE SPECIAL
CONDITION(S)**

14. Provided the marina must have adequate booms available to isolate any oil or fuel spill around the fuel dock, a leaking boat, or a sunken boat. These booms must be stored in a location where they are quickly and easily accessible.
15. Provided the marina must have absorbent pads available for boat use and for removing incidental spills during fueling operations.
16. Provided an experienced operator shall be in charge of the marina and be responsible for compliance with the Operations and Maintenance Manual and with all conditions of the permit.
17. Provided the marina lease agreement with boat owners must include a provision requiring the boat owners comply with all applicable State and Federal regulations. The marina shall ensure that violations are reported promptly to the proper authorities.
18. Provided the marina shall promptly display and distribute material pertaining to the maintenance of water quality standards at the marina and report violations of such standards to the proper authorities.
19. Provided a complete copy of the marina permit, including the Operations and Maintenance Manual and all conditions or requirements placed on the permit, shall be readily available at the marina.
20. Provided all parts of the docking structure are used for water dependent purposes only. No food or beverage service, vending machines, T-shirt sales, concessions, etc. are allowed on or across these dock facilities.
21. Provided the facilities and services within the marina are the responsibility of the marina owner/operator (permittee) unless otherwise legally authorized.
22. Provided that if dock boxes are allowed at the marina then they should be of a type that is leak-proof so that any material that spills or leaks inside the box will not leak out onto the marina docks and into the waters of the marina.
23. Provided that nonwater dependent structures, including buildings, houses, or offices that float, shall be prohibited at the marina unless specifically authorized by OCRM. OCRM shall at its discretion determine on a case-by-case basis whether or not a floating structure is a boat and thus exempt from the Act or in fact is a nonwater dependent structure. This shall be based upon the primary function of the floating structure. The mere fact that a structure is registered as a vessel or capable of being propelled does not mean it is exempt from the Department regulations.

SEE SPECIAL CONDITION(S)

24. Provided that an as-built survey of the marina must be submitted to the Department within 90 days of the expiration date of the final construction placard. The survey must be performed by a registered land surveyor, must show all components of the marina, and must list the starting and ending coordinates of the dock walkway in the SC State Plane Coordinate System, which can be obtained by survey-grade Global Positioning System equipment.
25. Provided that in the event that archaeological or paleontological remains are found during the course of work, the applicant should notify the South Carolina Institute of Archaeology and Anthropology (Mr. James Spirek at 803-777-8170) pursuant to South Carolina Underwater Antiquities Act of 1991, (Article 5 Chapter 7, Title 54, Code of Laws of South Carolina, 1976). Archaeological remains consist of any materials made or altered by man, which remain from past historic or prehistoric times (ie, older than 50 years). Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures, or non-recent vessel remains. Paleontological remains consist of old animal remains, original or fossilized, such as teeth, tusks, bone, or entire skeletons.

SCDHEC-401 WATER QUALITY CONDITIONS

1. Provided the applicant must implement Best Management Practices on the upland portion of the project during construction to minimize pollutant runoff, erosion and migration of sediments on and off the project site during and after construction. These practices should include the use of appropriate grading and sloping techniques, mulches, vegetative buffer zones, runoff diversion measures, temporary stabilization, silt fences, source controls and other devices and practices capable of reducing or preventing pollutant runoff, erosion, migration of sediments, and bank failure. All disturbed land surfaces and sloped areas affected by the project must be stabilized and sloped with a minimum 3 to 1 slope upon completion.
2. Provided the applicant must develop a spill prevention and clean-up plan for this project. The plan should contain the names of the appropriate officials to contact in case of a reportable spill and outline measures to be taken. Clean up materials, such as absorbent pads, and booms must be kept at the project site for small spills. This plan must be submitted to the Department Of Health And Environmental Control for review and approval prior to initiation of the project.
3. Provided all necessary measures must be taken to prevent oil, sewage, tar, trash, debris and other pollutants from entering the adjacent waters or wetlands during construction.

SEE SPECIAL
CONDITION(S)

4. Provided any lease agreement used to rent dock space shall include a statement prohibiting the discharge of oil, and gas, paint, litter, debris, wastewater, or other deleterious substances into the waters of the marina. It will also stress the need to maintain good water quality within the marina.
5. Provided anti-fouling paint must be used on any bulkheads, pilings, docks, or dock supports within the confines of the facility.
6. Provided litter receptacles must be located on the areas approaching the dock or on the fixed pierhead. Containers for toxic substances shall not be placed over or near the water.
7. Provided the floating docks must be constructed with encased or encapsulated flotation devices.
8. Provided signs must be posted on all docks, piers and areas adjacent to the facility stating the following:

It is against both Federal and State Laws to discharge raw, untreated sewage from any description of watercraft into the waters of South Carolina

These signs should be at least 14" by 18" in size so they can be read clearly.

9. Provided to insure the fueling system will not result in adverse water quality conditions, the following measures should be incorporated:
 - a) The marina fueling system must be equipped with emergency pump cutoffs in the Harbor Master's facility and with manual cutoff valves at the tank, at the edge of the dock, and at the dispenser.
 - b) Shear valves should be installed at all dispensers.
 - c) Containment pans must be installed under all dispensers.
 - d) All product piping which is not underground must be double-walled. Do not use fiberglass reinforced piping in an above ground (or under/over water) application. The secondary containment must be of non-corrosive material compatible with hydrocarbons. The interstitial area of the double-walled piping should be monitored by either (1) piping sloped toward a sump where a sensor will shut off the product flow in the event of a primary piping leak, or (2) hydrocarbon sensors along the entire length of this piping if a slope is impossible to maintain.
10. Any painting, major engine repair, or other maintenance, which may result in a discharge to the water, must be performed in a designated upland site.
11. Provided all efforts must be made to protect existing native riparian vegetation in and along the shoreline areas.
12. Provided the marina expansion must be located and constructed with care to minimize disturbance and encroachments to shellfish beds and emergent marsh vegetation.

FEB - 3 2012

**SEE SPECIAL
CONDITION(S)**

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND FIVE (5). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE DEPARTMENT MAY CONSIDER APPROPRIATE.

Permit Number: 2008-01005-2IR-P

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Laviegard Williams

10/21/11

PERMITTEE(S))

(DATE)

Ashley River Properties II, LLC

This permit becomes effective when the State official, designated to act for the Office of Ocean and Coastal Resource Management, has signed below.

Fred Mallett

Oct. 06, 2011

(WETLAND SECTION PROJECT MANAGER) (DATE)

Fred Mallett

Or his Designee

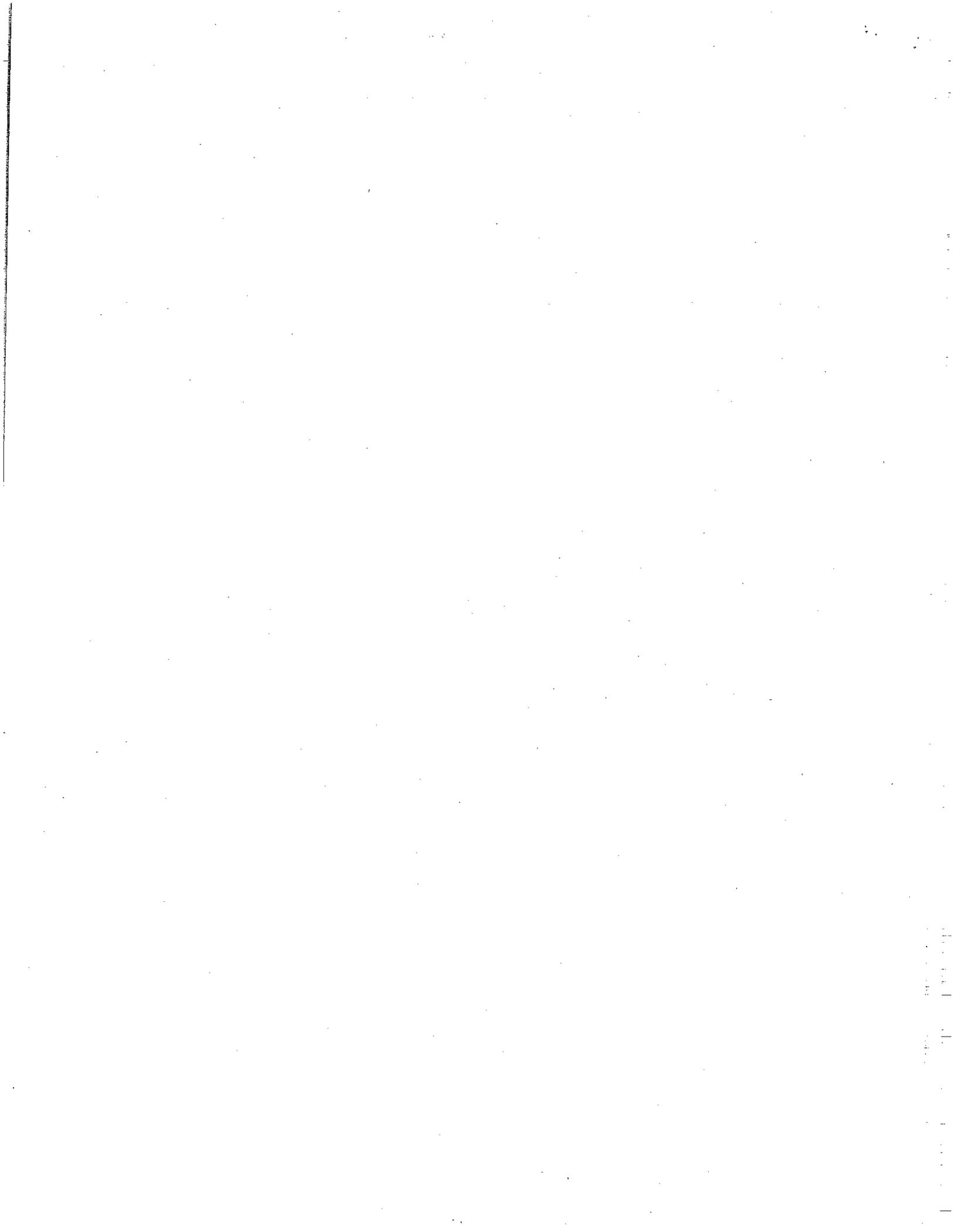
Other Authorized State Official

RECEIVED

OCT 24 2011

**DHEC-OCRM
CHARLESTON OFFICE**

7124



**SEE SPECIAL
CONDITION(S)**

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND FIVE (5). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE DEPARTMENT MAY CONSIDER APPROPRIATE.

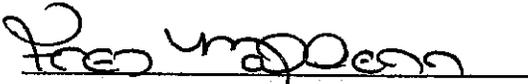
Permit Number: 2008-01005-2IR-P

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

PERMITTEE(S))
Ashley River Properties II, LLC

(DATE)

This permit becomes effective when the State official, designated to act for the Office of Ocean and Coastal Resource Management, has signed below.



Oct. 06, 2011

(WETLAND SECTION PROJECT MANAGER) (DATE)

Fred Mallett

Or his Designee

Other Authorized State Official

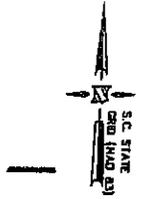
GENERAL CONDITIONS:

SEE SPECIAL
CONDITION(S)

This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee.

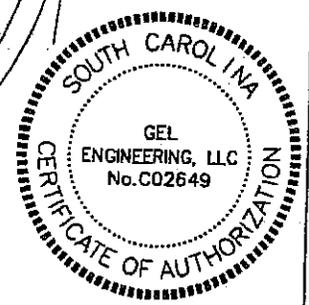
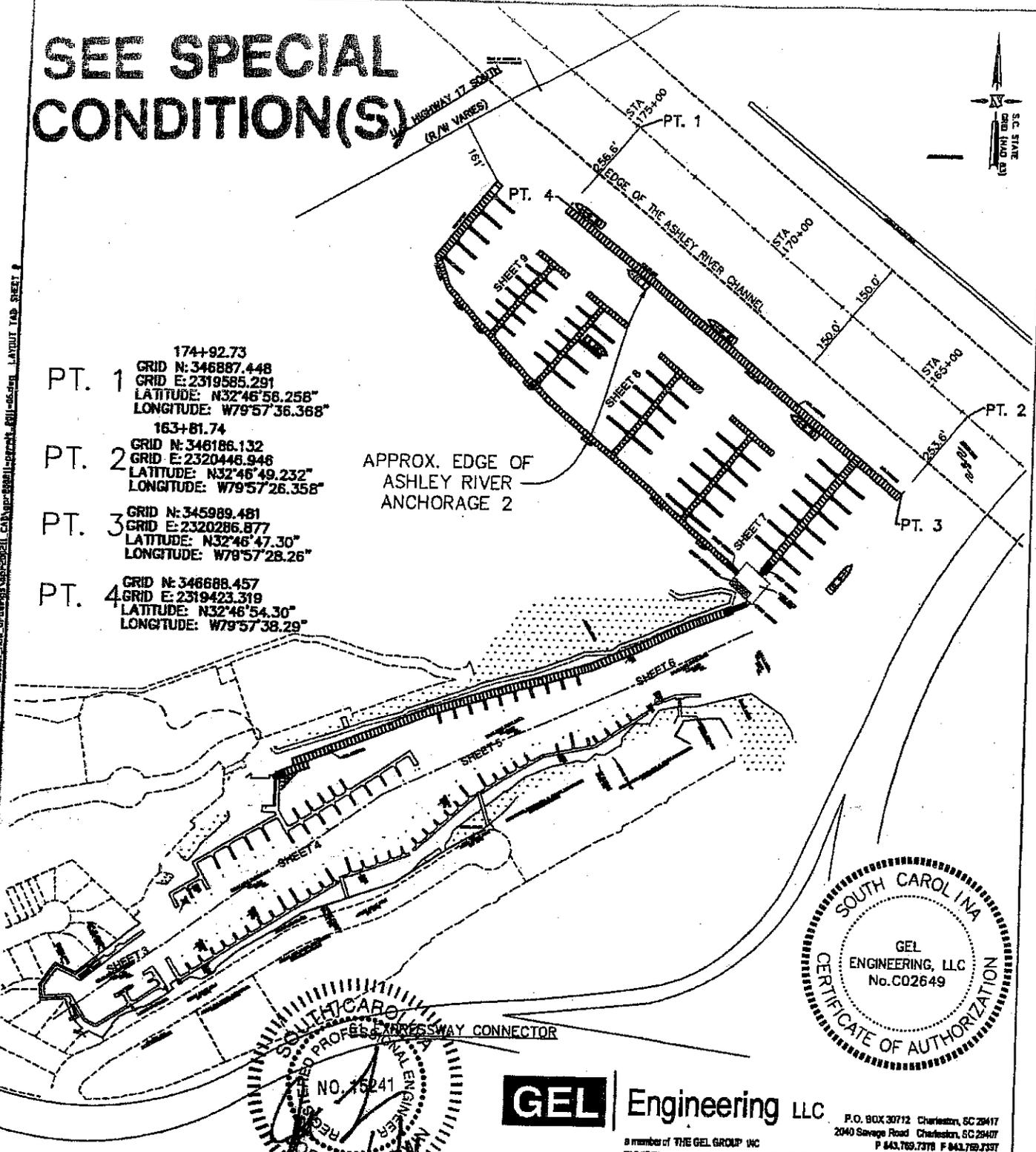
1. That the permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save OCRM and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.
2. That if the activity authorized herein is not constructed or completed within five years of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.
3. That all authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.
4. That this permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.
5. That this permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.
6. That the permittee shall permit OCRM or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed is in accordance with the terms and conditions of this permit.
7. That any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by OCRM.
8. That this permit may not be transferred to a third party without prior written notice to OCRM, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.
9. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
10. That the permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.
11. That the structure or work authorized herein shall be in accordance with the plans and drawing attached hereto, and shall be maintained in good condition. Failure to build in accordance with the plans and drawings attached hereto, or failure to maintain the structure in good condition, shall result in the revocation of this permit.
12. That the authorization for activities or structures herein constitutes a revocable license. OCRM may require the permittee to modify activities or remove structures authorized herein if it is determined by OCRM that such activity or structures violates the public's health, safety, or welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that OCRM intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.
13. That OCRM shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is not in compliance with the drawings submitted by the applicant. That the permittee, upon receipt of OCRM's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to revocation, suspension, or modification of this permit, OCRM shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to OCRM. (South Carolina Code Section 1-023-370 shall govern the procedure for revocation, suspension or modification herein described).
14. That any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against OCRM or the State of South Carolina or any employee, agent, or representative of OCRM or the State of South Carolina.
15. That all activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with all applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.
16. That extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and OCRM assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

SEE SPECIAL CONDITION(S)



- PT. 1**
 174+92.73
 GRID N: 346887.448
 GRID E: 2319585.291
 LATITUDE: N32°46'58.258"
 LONGITUDE: W79°57'36.368"
- PT. 2**
 163+81.74
 GRID N: 348186.132
 GRID E: 2320446.946
 LATITUDE: N32°46'49.232"
 LONGITUDE: W79°57'26.358"
- PT. 3**
 GRID N: 345989.481
 GRID E: 2320286.877
 LATITUDE: N32°46'47.30"
 LONGITUDE: W79°57'28.26"
- PT. 4**
 GRID N: 346688.457
 GRID E: 2319423.319
 LATITUDE: N32°46'54.30"
 LONGITUDE: W79°57'38.29"

APPROX. EDGE OF
ASHLEY RIVER
ANCHORAGE 2



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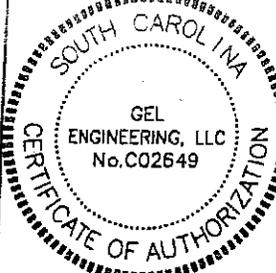
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 apr 200211

<p>PURPOSE: MARINA EXPANSION ADJACENT PROPERTY OWNERS: SEE ATTACHED LIST</p> <p>SURVEY DATUM: MLW</p>	<p>FIGURE 2 OVERALL PLAN VIEW</p> <p>NOT TO SCALE</p> <p>RIPLEY LIGHT YACHT CLUB 95 RIPLEY POINT DRIVE CHARLESTON, SOUTH CAROLINA 29407</p>	<p>PROPOSED: RIPLEY LIGHT YACHT CLUB MARINA EXPANSION</p> <p>AT: RIPLEY LIGHT MARINA BASIN</p> <p>IN: ASHLEY RIVER</p> <p>COUNTY OF: CHARLESTON, SOUTH CAROLINA</p> <p>SHEET: 2 OF 13</p> <p>REVISED DATE: 6/2/2011 DATE: 5/12/06</p>
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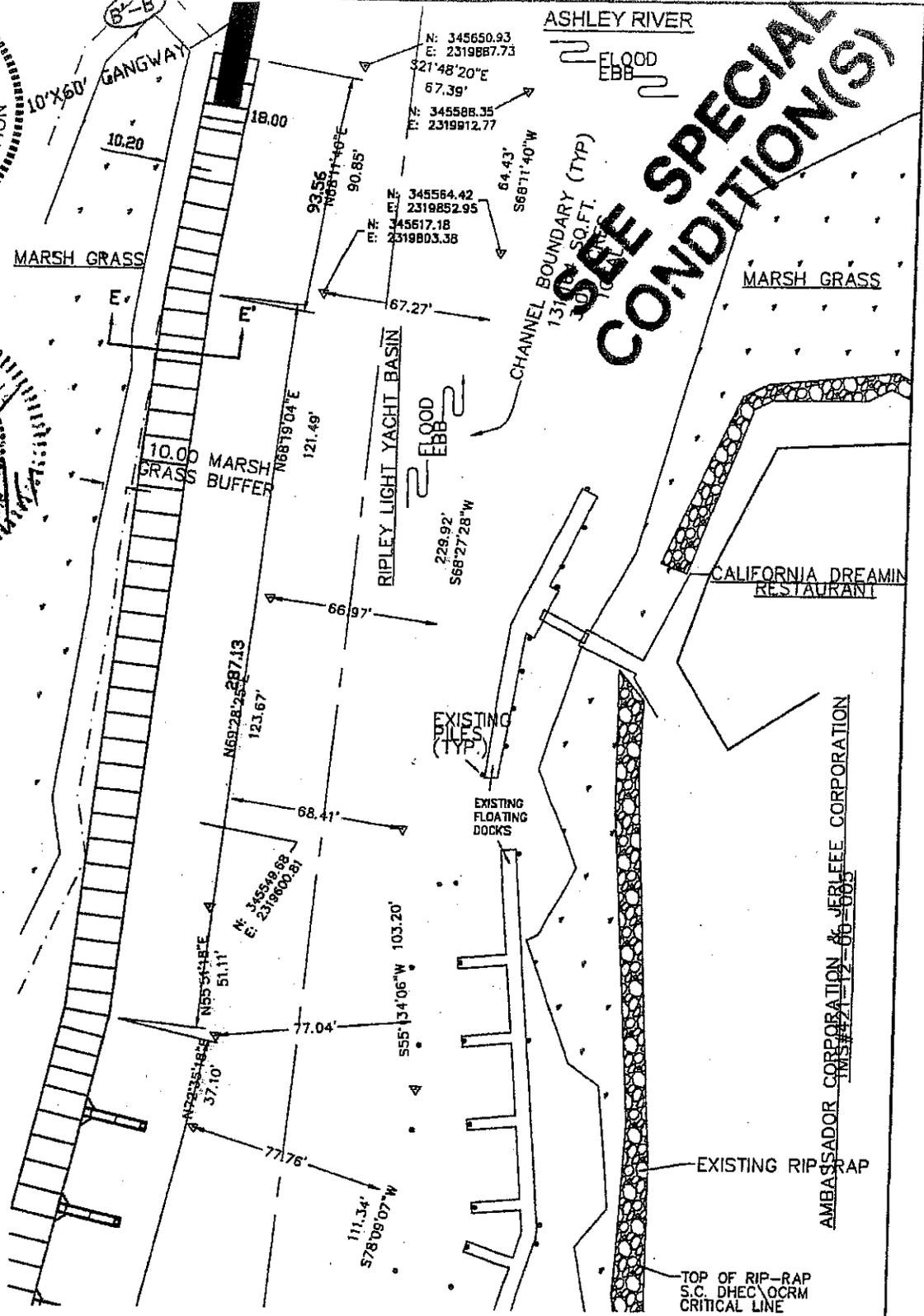
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SEE SPECIAL CONDITION(S)

FILE LOCATION: H:\Consulting\Clients\Files\A-E\A\Apr-2-Ashley River\Projects\Apr-200211_mod_drawings\Apr-200211_CAD\Apr-200211-perm1-2011-05.dwg LAYOUT TAB SHEET 6
 PRINTED: Jun 15, 2011 - 10:35am BY: j.p.
 apr200211

PURPOSE: MARINA EXPANSION
 ADJACENT PROPERTY OWNERS:
 SEE ATTACHED LIST
 SURVEY DATUM: MLW

FIGURE 6
 PLAN VIEW
 NOT TO SCALE

RIPLEY LIGHT YACHT CLUB
 95 RIPLEY POINT DRIVE
 CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
 MARINA EXPANSION
 AT: RIPLEY LIGHT MARINA BASIN
 IN: ASHLEY RIVER
 COUNTY OF: CHARLESTON
 SOUTH CAROLINA

SHEET: 6 OF 13

REVISED DATE: 6/2/2011
 DATE: 5/12/08

13/24

SEE SPECIAL CONDITION(S)

1110.99' (FROM PT. 3 TO PT. 4)

EDGE OF THE
ASHLEY RIVER CHANNEL



103.56

PT. 3

FUEL DISPENSER

B'-B'

FUEL DISPENSER

18.00



5.00

65.00

44.00

B-B'

142.00

100.01

A-A

351.68

18.00

65.00

44.00

65.00

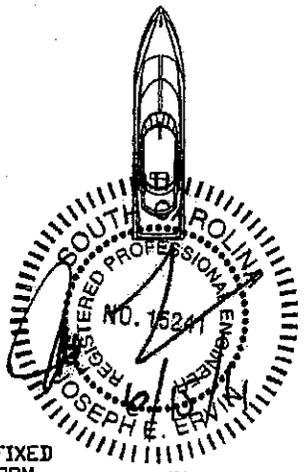
44.00

12.00

44.00

5.00

10'X35' GANGWAY



65.00

12.00

19.86

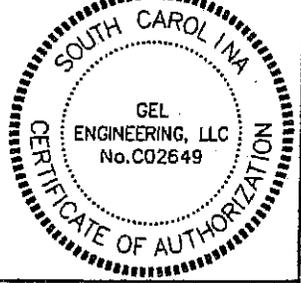
10'X40' GANGWAY

60X80' FIXED PLATFORM

20'

20'X60' MARINA OFFICE

10'X60' GANGWAY



B'-B'

PURPOSE: MARINA EXPANSION
ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

FIGURE 7
PLAN VIEW

NOT TO SCALE

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER

SURVEY DATUM: MLW

RIPLEY LIGHT YACHT CLUB
85 RIPLEY POINT DRIVE
CHARLESTON, SOUTH CAROLINA 29407

COUNTY OF: CHARLESTON,
SOUTH CAROLINA
REvised DATE: 6/2/2011
DATE: 5/12/08
SHEET: 7 OF 13

PRINTED: Jan 05, 2011 - 09:58am BY: t.p. FILE LOCATION: H:\Consulting\Client Files\4-INA\Apr2-Ashley River Properties\11-2011\Project\Apr2011\ref_drawing\Apr2011-permit_2011-06.dwg LAYOUT: TAB SHEET 7

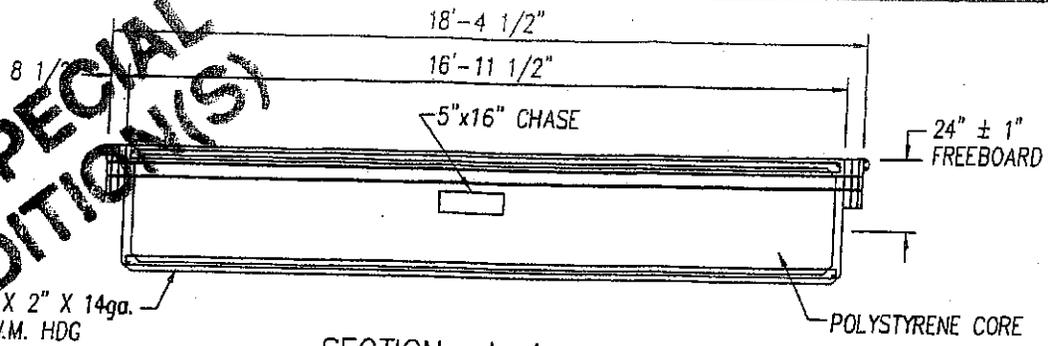
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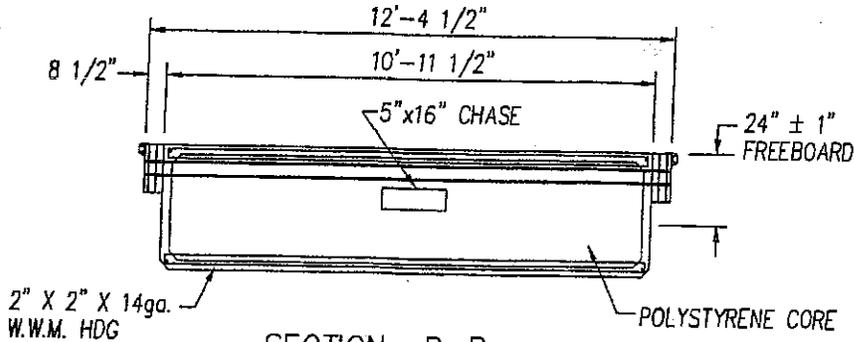
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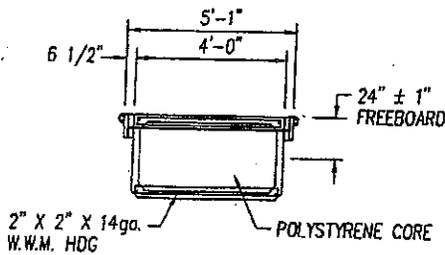
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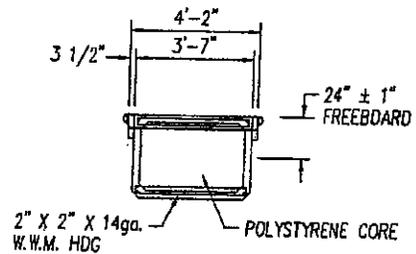
SECTION A-A



SECTION B-B



SECTION C-C



SECTION D-D

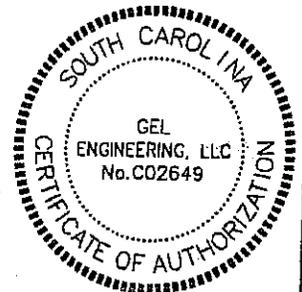


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PURPOSE: MARINA EXPANSION
ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

SURVEY DATUM: MLW

**FIGURE 10
FLOATING DOCK X-SECTIONS**

NOT TO SCALE

RIPLEY LIGHT MARINA, POA
56 ASHLEY POINTE DRIVE
CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
SOUTH CAROLINA

SHEET: 10 OF 13

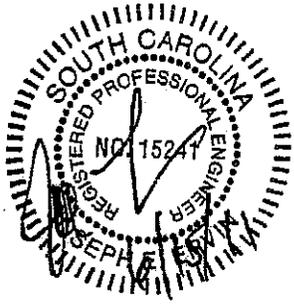
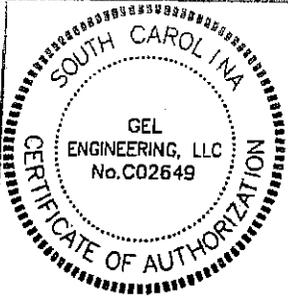
REVISED DATE: 6/2/2011
DATE: 5/12/08

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PRINTED: Jun 19, 2011 - 10:36am BY: tjp FILE LOCATION: H:\Consulting\Clients\FlexA-B\A-A\A-A.dwg Project: s:\apr-2011\apr-2011.dwg LAYOUT: FAB SHEET 10
 opr200211



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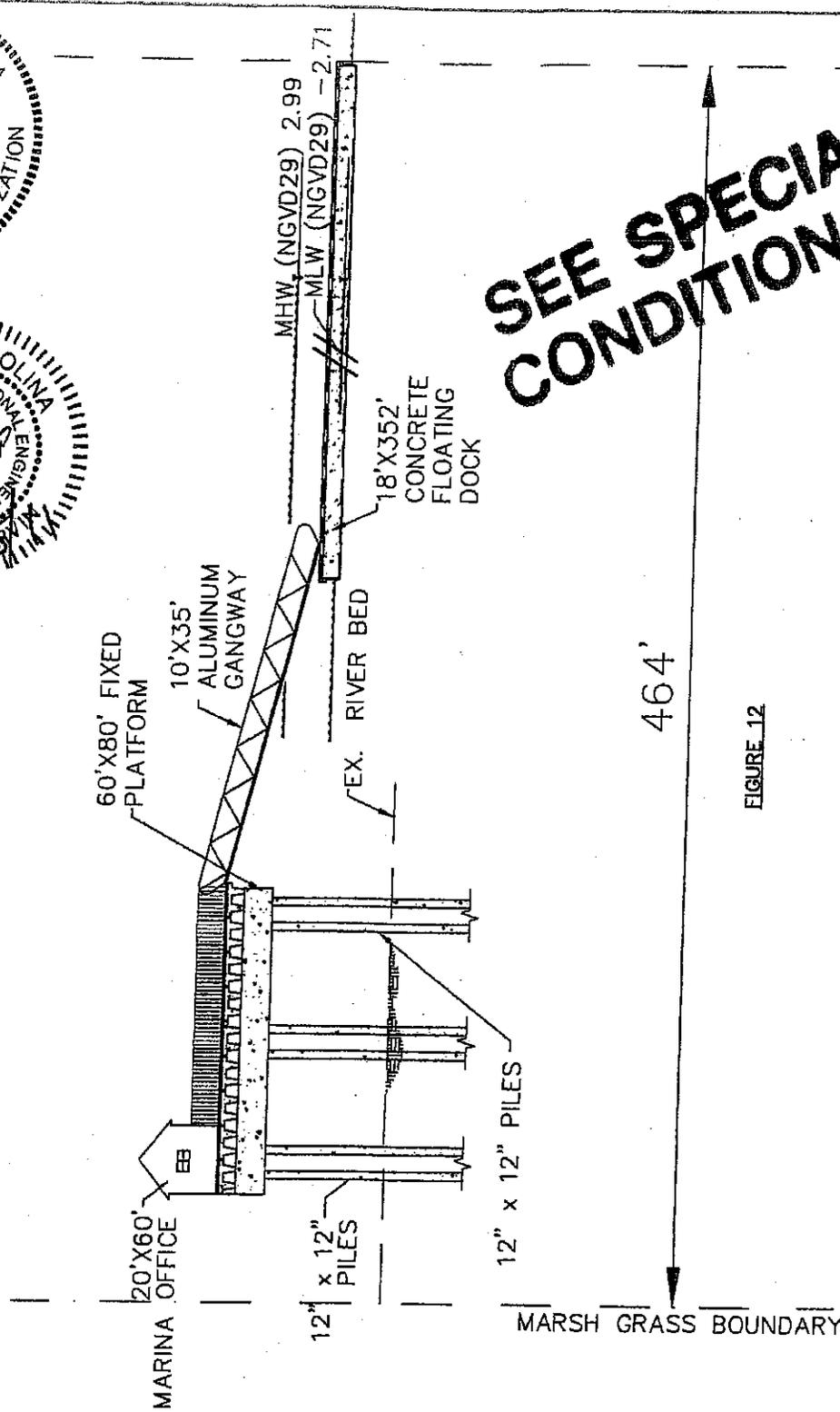
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SEE SPECIAL CONDITION(S)

FIGURE 12

PURPOSE: MARINA EXPANSION
 ADJACENT PROPERTY OWNERS:
 SEE ATTACHED LIST
 SURVEY DATUM: MLW

FIGURE 12
 CROSS SECTION B'-B'
 NOT TO SCALE

RIPLEY LIGHT MARINA, POA
 56 ASHLEY POINTE DRIVE
 CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
 MARINA EXPANSION
 AT: RIPLEY LIGHT MARINA BASIN
 IN: ASHLEY RIVER
 COUNTY OF: CHARLESTON,
 SOUTH CAROLINA

SHEET: 12 OF 13
 REVISED DATE: 6/2/2011
 DATE: 5/12/08

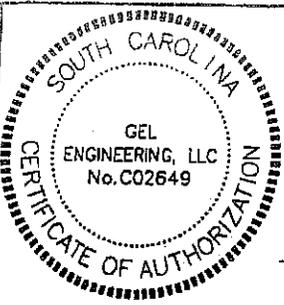
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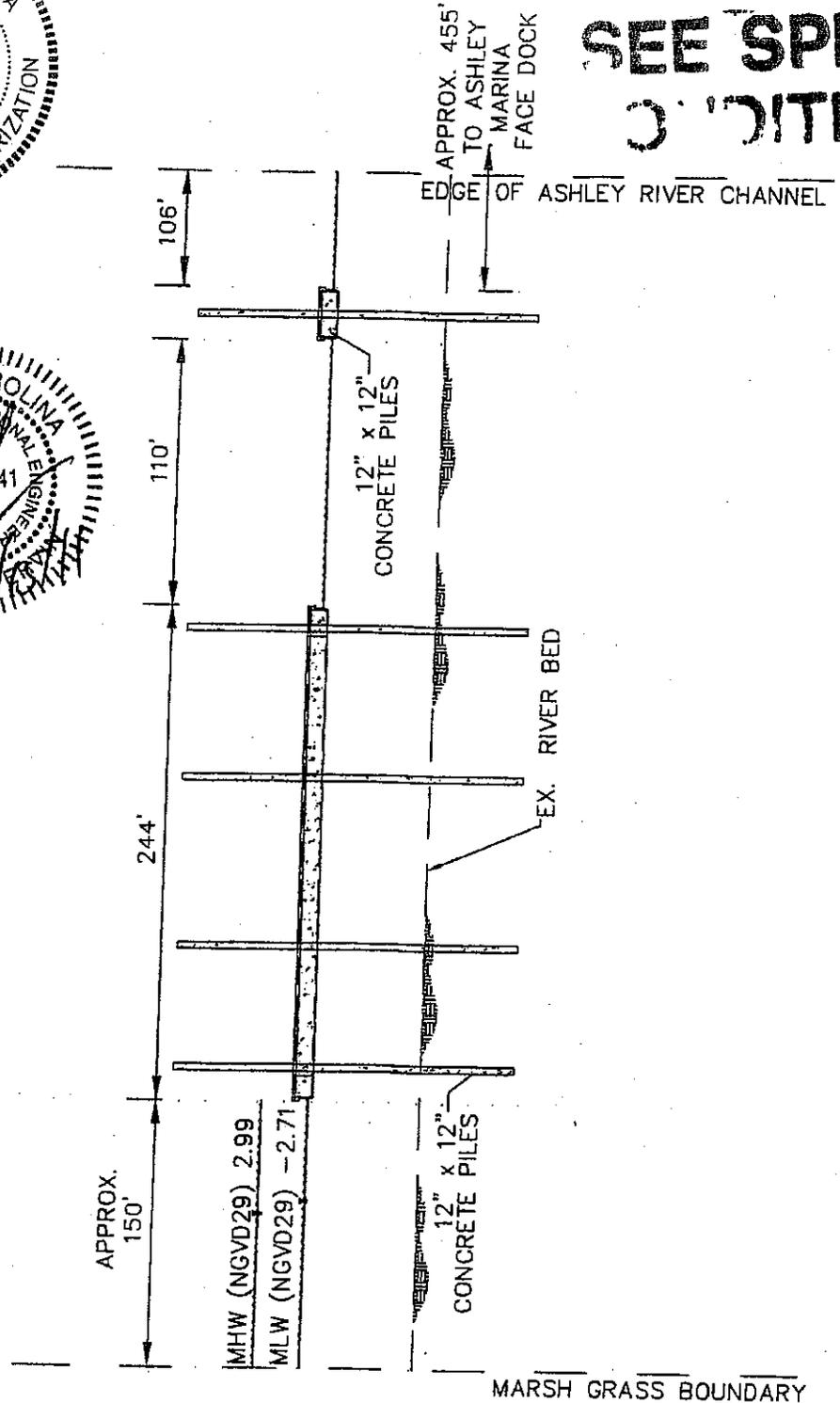


FIGURE 13

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PLOTTED: Jun 15, 2011 - 10:50am BY: tjp

PURPOSE: MARINA EXPANSION
ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

SURVEY DATUM: MLW

FIGURE 13
CROSS SECTION C'-C'
NOT TO SCALE

RIPLEY LIGHT MARINA, POA
56 ASHLEY POINTE DRIVE
CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
SOUTH CAROLINA

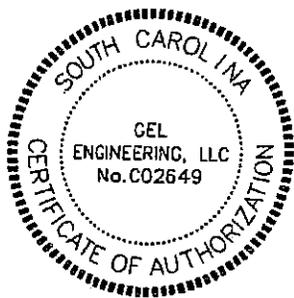
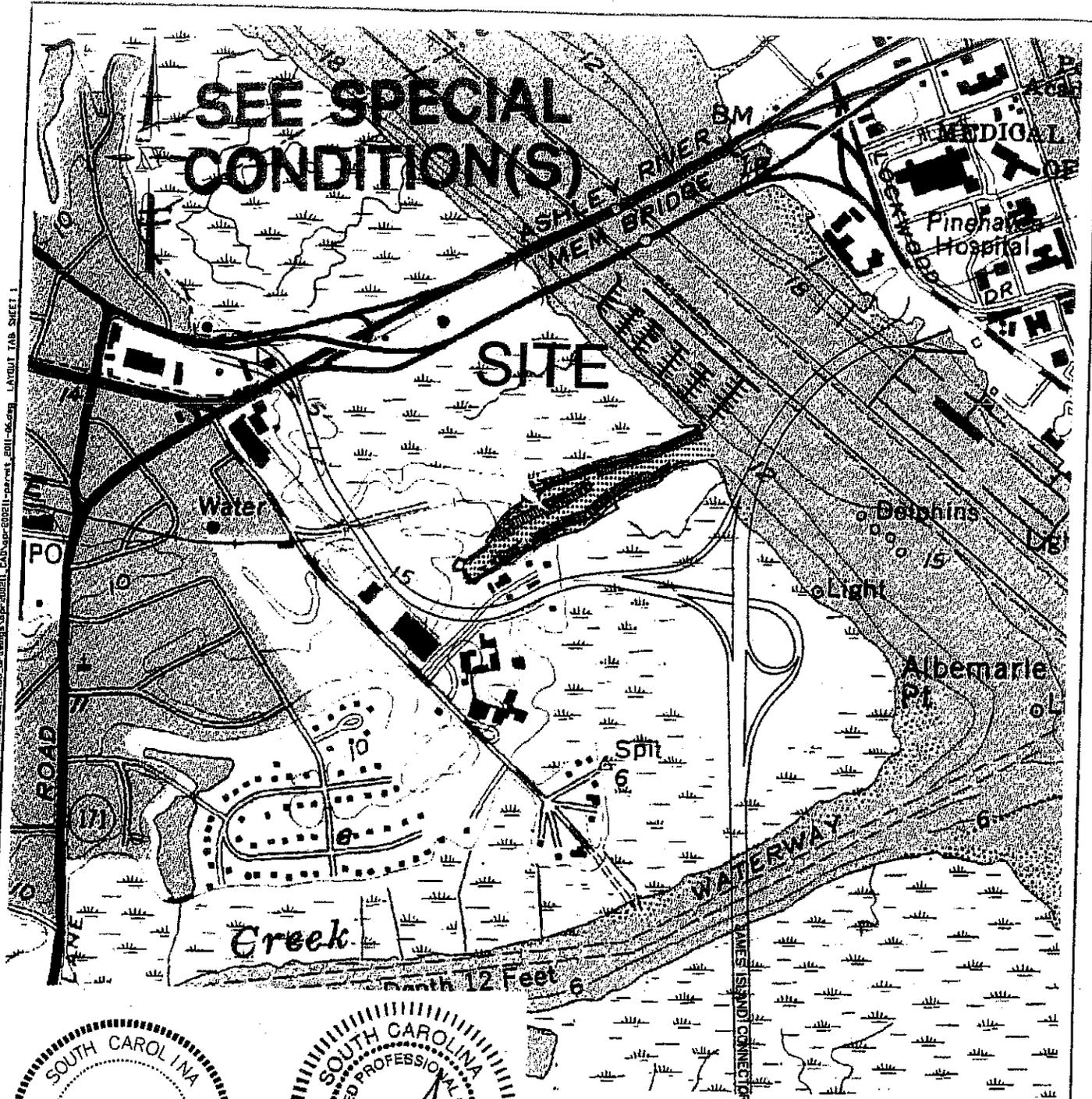
SHEET: 13 OF 13

REVISED DATE: 6/2/2011
DATE: 5/12/08

20/24

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CONDITION(S)

SITE



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PURPOSE: MARINA EXPANSION

ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

SURVEY DATUM: CHARLESTON 7.5 QUAD

FIGURE 1
QUAD LOCATION MAP

SCALE: 1" = 1000'



RIPLEY LIGHT YACHT CLUB
95 RIPLEY POINT DRIVE
CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
SOUTH CAROLINA

SHEET: 1 OF 13

REVISED DATE: 6/2/2011
DATE: 5/12/08

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21124

FILE LOCATION: H:\Consulting Client Files\A-3\A3002-4\Ashley River Properties 11\2011 Projects\A3002-4\Map\2011-05-08.dwg
 PROJECT: Ripley Light Yacht Club Marina Expansion
 DATE: Jun 15, 2011 11:30am
 BY: J.P.
 LAYOUT TAB SHEET 1

opr200211

EDGE OF THE
ASHLEY RIVER CHANNEL

ATTACHMENT B

ATTACHMENT B

1110.99' (FROM PT. 3 TO PT. 4)

103.56



FUEL DISPENSER

B'-B'

FUEL DISPENSER

PT. 3

18.00



5.00

B-B

142.00

100.01

A-A

65.00

44.00

18.00

65.00

44.00

5.00

10'X35' GANGWAY

44.00

65.00

12.00

5.00

44.00

44.00

65.00

12.00

10'X40' GANGWAY

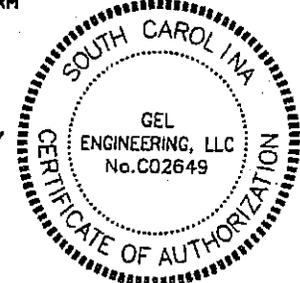
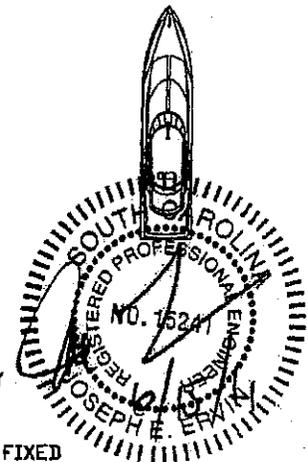
60X80' FIXED PLATFORM

20'

20'X60' MARINA OFFICE

10'X60' GANGWAY

B'-B'



CLIENT: Mr. G. Smith - 905555; BY: SJP; FILE LOCATION: H:\CONSULTING\Client Files\A-9\A-9\A-9-Ashley River Properties\11\2011 Projects\A-9\A-9.dwg; LAYOUT TAB SHEET 7

PURPOSE: MARINA EXPANSION
ADJACENT PROPERTY OWNERS:
SEE ATTACHED LIST

SURVEY DATUM: MLW

FIGURE 7
PLAN VIEW
NOT TO SCALE

RIPLY LIGHT YACHT CLUB
95 RIPLEY POINT DRIVE
CHARLESTON, SOUTH CAROLINA 29407

PROPOSED: RIPLEY LIGHT YACHT CLUB
MARINA EXPANSION
AT: RIPLEY LIGHT MARINA BASIN
IN: ASHLEY RIVER

COUNTY OF: CHARLESTON,
SOUTH CAROLINA

SHEET: 7 OF 13

REVISED DATE: 6/2/2011
DATE: 5/12/08

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RANKING CRITERIA DISCUSSION

Criteria #1 – Partnerships

The project will include one partner other than the Service and the lead state agency, Kriti Ripley, LLC.

Criteria #2 – Innovation

The proposed marina expansion will provide approximately 23 new marina slips for a variety of eligible transient boaters. The genesis and proposed implementation of the project relies on exceptionally innovative planning and development methodology.

As demand marina slips at the Ripley Light Yacht Club has grown to a point where the current slips are fully occupied (and have been for some time), facility Owners sought to capitalize on the popularity of the area by expanding slip capacity. While the existing marina is located inside a very protected “upland cut” basin, initial expansion thoughts involved further excavation of adjacent upland and marsh to create more protected water space.

Through diligent planning, careful consideration of sensitive adjacent habitats, and close consultation with local, state, and federal regulatory agencies, it was determined that such expansion was not prudent. Thus, the thought of extending the marina out into the Ashley River was analyzed. Such would enable the implementation of a substantial marina expansion with limited impact to the environment and no need for dredging (either initial or maintenance dredging). It is noted that while very protected the existing marina does require regular maintenance dredging.

To realize the proposed marina expansion in the Ashley River, however, the existing marina docks would require replacement in order to provide adequate access (including dock/golf cart transport from parking areas) and allow for routing of marine utilities to the new docks. Therefore a portion of the existing docks in the marina will be removed and replaced with new, wider docks that will allow for adequate access (12-ft. wide vs. 8-ft. wide currently) and substantially more utility routing space to service the new marina slips (the existing Bellingham Marine docks in the marina have limited utility chaseways and mounting area).

The existing docks will not be discarded, but re-purposed in the proposed marina expansion. A portion of the 8-ft. main walkway will be reconfigured to provide finger piers for the long-term slips that are intended to serve large sportfishing vessels in this first phase of expansion. These vessels tend to require substantial dock space for equipment, dock boxes, etc. and the wider finger piers will afford plenty of space while maintaining wide clearances along the main access pier which serves not only these long term slips, but the new transient side-tie slips as well.

Additionally, the existing anchor piling in the marina basin will be re-used as part of this project to anchor the new docks in that area of the marina.

The new docks in the marina basin and on the river-side marina expansion are envisioned to be aluminum frame floating docks with hardwood decking such as Ipe. Such docks provide excellent stability, wide utility routing capabilities, little/no preservative treatment (of the hardwood decking), great aesthetics, long-lasting strength, and outstanding value. Integrated wave attenuation will also be provided on the main walkways of the river-side docks.

Criteria #3 – Non-Federal Match

The proposed non-federal match for the project is \$1,220,895. This represents **50%** of the proposed BIG-eligible project total. Local funds will also be provided for the non-eligible portions of the project.

Criteria #4 – Cost Efficiency

The transient portion of this project will provide 795 linear feet of berthing for transient vessels of various sizes over 26-ft. in length. Based on proposed marina utility placement, this will equate to 23 slips.

The proposed federal cost share of the project is \$1,220,895.

This equals a per slip cost of \$53,082.

In addition the proposed marina expansion will enjoy the benefits of the existing marina infrastructure (deck, restrooms, marina office, parking, etc.) and 2 immediately adjacent hotels.

Criteria #5 - Link to Prominent Destinations and Way Points

Metropolitan Centers

The marina facility provides access to Charleston and the proposed transient infrastructure will provide much needed, additional access from the Atlantic Intracoastal Waterway, the Ashley River, and Charleston Harbor to the many attractions of Charleston. Specifically, the West Ashley area of Charleston, adjacent to the Ripley Light Yacht Club, comprises nearly 50% of the overall population of the City and is home to many of the attractions in the area.

The North Charleston area is also efficiently served by the subject marina (~9 miles away via road). The population of North Charleston is nearly that of Charleston (97,471 North Charleston; 120,083 Charleston) and also offers many unique attractions and amenities for the area including the American LaFrance Fire Museum and the Charleston International Airport.

Cultural Opportunities

While the cuisine, history, and hospitality are among the most widely recognized attributes of the Charleston area, the area is also replete with myriad cultural opportunities. Among these are the annual Spoleto Festival and the Southeastern Wildlife Exposition.

Founded in 1977, Spoleto Festival USA is one of the world’s major performing arts festivals. Intended to be a counterpart to the Festival dei Due Mondi in Spoleto Italy, the annual 17-day spring event in Charleston showcases established and emerging artists in more than 150 performances of opera, dance, theater, classical music, and jazz.

The Southeastern Wildlife Exposition (SEWE) was established in 1982. The annual 3-day wildlife and nature festival attracts an average of 40,000 attendees. SEWE features artwork by more than 100 wildlife painters, sculptors, and carvers, plus educational wildlife shows, falconry demonstrations, decoys, sporting arms, retriever demonstrations, lectures, conservation exhibits, outdoor outfitters and guides, and children’s activities.

Natural Opportunities

With Charleston Harbor, numerous rivers, and vast salt marshes the natural opportunities of Charleston are readily apparent to all residents and visitors, particularly visiting transient boaters. Specific opportunities include:

- Cape Romain National Wildlife Refuge – A 66,287 acre refuge is located near Awendaw, SC, roughly 25 miles from the subject site via land or the AIWW. Established in 1932 the refuge is a haven for migratory birds and is managed for the protection of threatened and endangered species including the loggerhead turtle, wood stork, and piping plover.
- Folly Beach – Less than 10 miles from the Ripley Light Yacht Club, Folly Beach is known as “The Edge of America” and is one of the top locations in the eastern US for surfing. Primarily a tourist destination, Folly Beach is an eclectic beach community with surf shops, restaurants, gift shops, offices, and bars.

Safe Harbor

By nature of its location on the Ashley River the Ripley Light Yacht Club is much better protected than many other marina facilities around the Charleston area. In addition, the proposed marina expansion will include purpose-designed wave attenuators to provide additional tranquility within the marina basin. Lastly, the existing marina facilities at Ripley Light Yacht Club are located within a fully-protected marina basin. In the event of severe weather, visiting transient boaters will be afforded the opportunity to temporarily “duck into” any vacant long-term slips within the basin to “ride out” more severe storms. All of these attributes provide the facility great flexibility to offer visiting transient boaters a “safe harbor” from which to escape severe weather.

Criteria #6 - Access to Recreational, Historic, Cultural, Natural, and Scenic Opportunities

The proposed marina will provide access to a number of significant resources. These include:

National

By virtue of its location “West of the Ashley” the Ripley Light Yacht Club and the proposed expansion will provide direct access to the Ashley River Historic District. This area comprises over

23,000 acres along the Ashley River and includes 136 separate resources as well as a number of National Register Properties, including: Drayton Hall, Magnolia Gardens, and Middleton Place. All are accessible via Ashley River Road a National Scenic Byway that may be accessed less than ½ mile from the subject facility.

Other nationally significant opportunities easily accessible from the subject marina include:

- **Battery Wilkes** – A civil war battery originally built in 1862 that remained armed until the end of the war. NRHP 1982. Located in West Ashley 6.7 mi from the site.
- **St. Andrews Episcopal Church** – Oldest surviving church building in South Carolina built in 1706. NRHP. Located in West Ashley. Remains in use for worship today.

Regional

Regionally, Charlestowne Landing is a wonderful attraction and visitation opportunity for those transient boaters who may visit the Ripley Light Yacht Club. Charlestowne Landing is a State Historic Site that is operated by South Carolina State Parks. The facility preserves the site of the first permanent English settlement in the Carolinas (built in 1670) and is home to an exhibit hall, natural habitat zoo, ongoing archaeological excavations, miles of trails, a replica ship, replica/fireable cannons, and more. The Ripley Light Yacht Club is the closest recreational marina facility to Charlestowne Landing, only 3 short miles away by road.

Piccolo Spoleto is the official companion festival to Spoleto Festival USA and is operated by the City of Charleston Office of Cultural Affairs to highlight local and regional artists (as opposed to the nationally-renowned performers of Spoleto Festival USA) with several hundred performances throughout the city.

The subject marina is also the host marina of the annual Fishing for Miracles King Mackerel tournament which draws competitors from throughout the Southeast US. Benefitting the Medical University of South Carolina's Children's Hospital in Charleston and the Coastal Conservation Association of South Carolina, the tournament regularly attracts over 100 competition boats over a three day period each August. 125 boats participated in the event in 2013.

Local

The proposed marina expansion will provide access to a number of locally significant attractions, including:

- **Folly Beach** – Highly popular tourism destination, recreational beach, and surfing hotspot. Less than 10 miles from the subject marina by road.
- **Joseph P. Riley Stadium** – A multi-use, 6,000 seat municipal stadium hosts a wide variety of events from Division I college baseball, professional baseball (The Charleston Riverdogs, Single A affiliate of the New York Yankees), an annual Ballpark Festival of Beers, and numerous other events including concerts featuring acts such as Florida Georgia Line, Nelly, and others. The stadium is approximately 1.6 miles from the proposed marina expansion via road access.

- **California Dreaming Restaurant** – A highly popular area restaurant renowned for excellent food, despite being a “chain” restaurant, and outstanding views of the Ashley River. Located within comfortable (less than 1 mile) walking distance of the subject marina.

Criteria #7 – Economic Impact

Basic Expenditures – Annual

In 2012 the Office of Tourism Analysis at the College of Charleston published a study entitled “Estimation of Tourism Economic Impacts in the Charleston Area 2011.” The study analyzed various aspects of tourism in the Charleston area and calculated that the average visitor to the area spent \$194 per day.

Such expenditures would translate to the proposed transient boat slips at the Ripley Light Yacht Club. Assuming a maximum 75% annual occupancy of the 795 linear feet of transient dock space (~23 slips) that is included in this application, this would yield approximately in estimated **\$1.204M** in expenditures and direct economic impact to the local community (23 slips x 360 days x 75% occupancy x \$194). This estimate assumes that a single person would be aboard each vessel. This assumption is also conservative and the realized impact from transient visitation to the marina could easily be much greater.

Slip Rentals and Marina Operations – Annual

The proposed transient boat slip project associated with this BIG funding request is anticipated to gross roughly **\$375,000** per year (795 LF x 75% occupancy x 360 x \$1.75/ft./night). Fuel sales to eligible transient boaters will add more than **\$240,000** per year (based on projected data). Thus, **~\$615,000** will be injected directly into the local economy as a result of this proposed BIG project. A substantial portion of this includes projected annual salaries, maintenance, fuel purchases, and other expenditures that will quickly trickle down to the local economy.

This does not take into account the economic impact that the non-transient portion of the proposed expansion project will have on the local economy which will add to the impacts described above.

Construction Costs – One Time Influx

Construction costs for the proposed transient boat slip project total **\$2.4M**. Other aspects of the site will also be developed concurrently with the proposed BIG project, including additional long-term marina slips and infrastructure (an additional \$3.4M), upland improvements, etc. This money, including local contractors, labor, equipment, fuel, and other construction-related costs, will be injected directly to the Charleston economy. Receipt of BIG funding will provide an essential catalyst for all this development.

Criteria #8 – Multi-State Efforts

By virtue of location, this project is included in the Boating Infrastructure Grant Program - Southeast Region Cooperative Agreement. The agreement is attached hereto for reference.



**EXHIBIT B– PRO-RATING DIAGRAM FOR TRANSIENT
DOCKAGE SPACE**

PRO-RATING DIAGRAM FOR TRANSIENT DOCKAGE SPACE

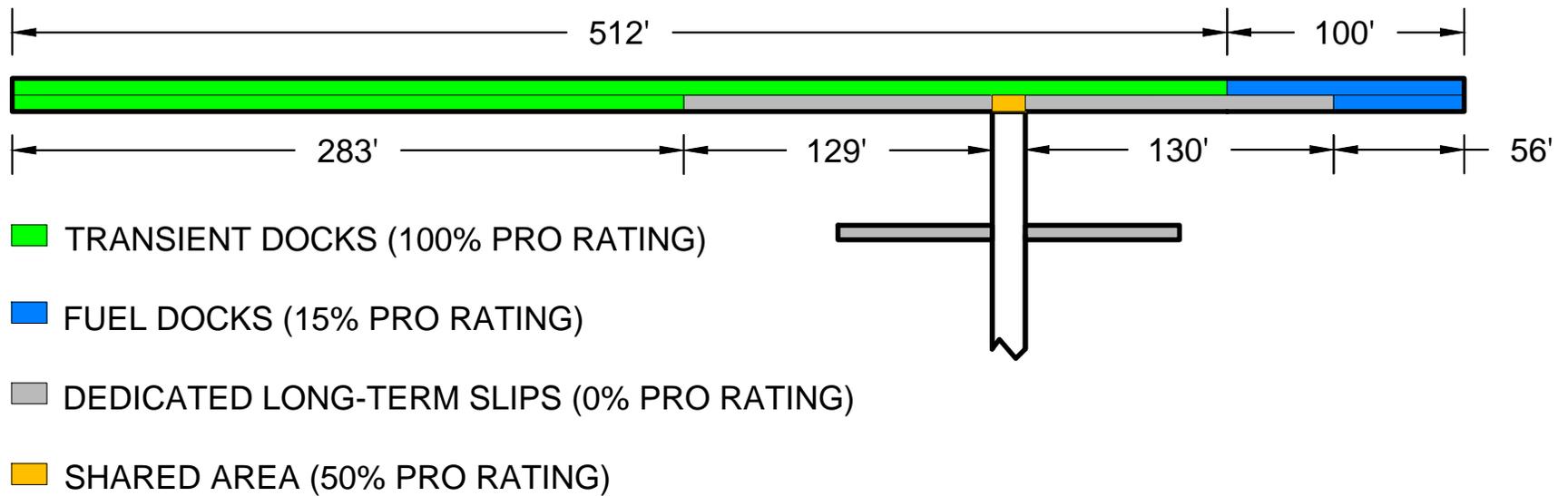




EXHIBIT E – TOURISM/ECONOMIC IMPACT STUDY

ESTIMATION OF TOURISM ECONOMIC IMPACTS IN THE CHARLESTON AREA 2011

	2007	2008	2009	2010	2011
Charleston Visitor Center Traffic	1,029,399	900,511	832,909	778,408	704,001
Charleston Area Attraction Attendance Total	1,694,875	1,514,129	1,543,429	1,583,664	1,654,289
Total Admission Tax Collected (5%)	\$5,001,921	\$5,436,271	\$5,577,385	\$5,253,456	\$5,832,766
Berkeley County	\$510,873	\$466,363	\$588,119	\$482,615	\$483,813
Charleston County	\$4,268,095	\$4,657,645	\$4,704,023	\$4,511,152	\$5,055,661
Dorchester County	\$222,953	\$312,263	\$285,243	\$259,688	\$293,292
Average Expenditure Per Visitor Per day	\$235	\$212	\$170	\$183	\$194
Average Occupancy of Charleston County	72%	69%	63%	69%	70%
Average Daily Rate of Charleston County	\$117	\$120	\$115	\$115	\$117
Hotel/Motel Inventory*	15,450	16,625	16,830	16,867	17,009
Charleston County Total	13,520	14,549	14,754	14,784	15,017
Peninsula of Charleston	3,382	3,381	3,368	3,356	3,356
Charleston/West of the Ashley River (incl. West Islands)	1,577	1,498	1,597	1,594	1,581
North Charleston Area	5,902	6,620	6,743	6,795	6,914
East of the Cooper River (Mt. Pleasant and East Islands)	1,708	1,937	2,026	2,149	2,148
Beach Properties	951	1,113	1,019	1,018	1,018
Dorchester County	686	783	783	781	688
Berkeley County	1,244	1,293	1,293	1,302	1,304
Total Lodging Sales	\$520,502,789	\$513,502,328	\$451,682,873	\$489,079,490	\$541,269,910
Berkeley County	\$25,618,309	\$24,418,053	\$19,191,970	\$18,701,906	\$19,044,685
Charleston County	\$487,831,883	\$482,597,314	\$426,855,094	\$464,920,311	\$516,991,050
Dorchester County	\$7,052,598	\$6,486,961	\$5,635,809	\$5,457,273	\$5,234,175
Revenue per Available Room	\$31K	\$29K	\$27K	\$29K	\$30K
Annual Number of Visitors	4.33 Million	4.12 Million	3.93 Million	4.22 Million	4.51 Million
Total Economic Impact	\$3.09 Billion	\$3.05 Billion	\$2.80 Billion	\$3.03 Billion	\$3.22 Billion
Percentage of Sales Attributable to Tourism	12%	11%	11%	11%	10%
Berkeley County	3%	2%	2%	2%	1%
Charleston County	16%	15%	15%	16%	16%
Dorchester County	2%	1%	2%	1%	1%
Earnings of Jobs	\$1.1 Billion	\$1.0 Billion	\$1.0 Billion	\$1.1 Billion	1.2 Billion

* Data are estimated.

Notes: Average Daily Rate and Occupancy Rate are calculated based on participating hotel only. Total lodging sales are based upon the State's 2% lodging tax, which includes all paid forms of commercial lodging including rental villas, beach houses and bed & breakfasts which are large sectors in this market. Economic impacts, the numbers of jobs and their earnings of 2008 are based on the IMPLAN model which might not be comparable to previous years. Data Sources: Charleston Area Convention and Visitors Bureau, Smith Travel Research, South Carolina Department of Parks, Recreation and Tourism, Charleston Metro Chamber of Commerce, South Carolina Department of Revenue, Office of Tourism Analysis

Copyright @ 2012 Office of Tourism Analysis, College of Charleston

Top Origin States of Visitors

1. North Carolina	6. Illinois
2. South Carolina	7. Pennsylvania
3. Georgia	8. Tennessee
4. Florida	9. California
5. New York	10. Kentucky

About 4.3% are international visitors, mostly from Canada and UK.

Top Metropolitan Areas

1. Charlotte	6. Raleigh-Cary, NC
2. New York City	7. Chicago
3. Atlanta	8. Philadelphia
4. Columbia, SC	9. Cincinnati
5. DC/Baltimore	10. Greenville, SC

Charleston Area's Greatest Assets

1. Food	5. Local Hospitality
1. History	6. Beach/Waterfront
3. Ambiance/Atmosphere	7. Tours
4. Shopping	8. Attractions

Average Expenditures in Charleston

Accommodations	\$94
Dining/Food	\$51
Local Transportations	\$31
Tours/Attractions	\$22
Shopping	\$36
Other Expenses	\$17
Expenditure per Person per Day	\$194

Based on overnight visitors. The sum does not equal total expenditure because each is calculated based on non-zero values.



EXHIBIT D – MULTI-STATE AGREEMENT LETTER

BOATING INFRASTRUCTURE GRANT PROGRAM
SOUTHEAST REGION COOPERATIVE AGREEMENT
U.S. Fish and Wildlife Service Region 4

WHEREAS, the fish and wildlife management agencies of the States of Alabama, Florida, Georgia, Mississippi, North Carolina, Tennessee; the Commonwealth of Kentucky and the United States Virgin Islands (“the Parties”) support, seek to increase in number, and maintain recreational boating facilities on their respective waterways and coastal areas; and

WHEREAS, the Boating Infrastructure Grant (BIG) Program provides funds to states to construct, renovate, and maintain tie-up facilities with features for transient boaters in vessels 26 feet or more in length, and to produce and distribute information and educational materials about the program; and

WHEREAS, the BIG Program encourages the states to coordinate information of facilities and services available on the waterways for transient non-trailerable recreational vessels; and

WHEREAS, this coordination amongst states provides an opportunity to promote public/private partnerships and cost-effective, innovative techniques to increase the availability of tie-up facilities within local communities that will provide positive economic impacts; and

WHEREAS, preliminary discussions amongst the Parties at national, regional, and state meetings such as the States Organization for Boating Access (SOBA) and U.S. Fish & Wildlife Service Region 4 Federal Aid Coordinator’s Meetings have generated ideas to promote the BIG Program, including a cooperative, multi-state agreement; and

WHEREAS, a more formal commitment of the Parties to coordinate may serve to advance Program administration and implementation, and further enable the transient boater to enjoy each of the Parties’ transient boating facilities, waterways, living resources, and history; and

WHEREAS, a cooperative agreement between the Parties will facilitate the development, implementation and promotion of the BIG Program within the U.S. Fish and Wildlife Service Southeast Region;

NOW, THEREFORE, we, the undersigned executives representing the Parties of the Cooperative Agreement agree to the following goals and objectives:

- Work cooperatively to provide continuity of public access to the shore by promoting and increasing in number transient boater tie-up facilities and related services for recreational vessels greater than or equal to 26 feet.
- Work cooperatively to promote the BIG Program in a manner which ensures an inclusive, open and comprehensive participation process.

- Communicate and coordinate on the development and use of environmentally friendly marine construction activities, outreach/educational materials and mechanisms, public/private partnerships, and other innovative measures.
- Communicate and coordinate in regard to administrative and management issues important to the Parties and exchange information that assists in the betterment of the overall BIG administrative process and project development.
- Compile an inventory of BIG facilities and services available in each state, providing this information on each state's BIG Program website, and providing links to each other's websites.
- Create common outreach materials to raise interest and awareness of the BIG Program and Southeast Region BIG sites.
- Develop BIG Program implementation goals and strategies for the Southeast Region.
- Communicate bi-annually to report progress on the goals of this Agreement; discuss Program administration/implementation issues; refine priorities, management goals, and tasks of the Cooperative; and identify resources (funds, personnel, supplies, etc.) that the Parties will contribute towards tasks to be accomplished.
- Work cooperatively toward our goals, welcome new ideas, pursue fairness and equity, seek the most cost effective solutions, foster collaborative approaches and commit to the common vision of the BIG Program with respect to projects undertaken pursuant to this Agreement.

This Agreement shall terminate upon written agreement of the Parties. Any Party may withdraw from the Agreement for any reason, without cause, upon 30 days written notice to the other Parties, which shall result only in the termination of that Party's participation in the cooperative effort.

Each Party to this Agreement shall maintain independent budgets in accordance with federal and their respective state laws and no BIG Program funds shall be commingled by the Parties as a result of this Agreement.

Nothing herein requires or prohibits additional contractual relationships among or between the Parties to this Agreement. Furthermore, nothing herein is intended to conflict with any requirement of any federal or state law, rule, regulation, policy or directive. If terms of this Cooperative Agreement are deemed to be inconsistent with the policies or programs of any Party hereto, then those specific terms shall be deemed not binding on that Party.

This Agreement represents the entire agreement of the parties. This Agreement may be modified or amended at any time upon the written agreement of the Parties.

The parties hereto have caused this Cooperative Agreement to be executed through their duly authorized signatories on the day and year last written on each signature page attached as:

State of Alabama	State of Florida	State of Georgia	Commonwealth of Kentucky
State of Mississippi	State of North Carolina	State of Tennessee	United States Virgin Island

**ADDENDUM to
BOATING INFRASTRUCTURE GRANT PROGRAM
SOUTHEAST REGION COOPERATIVE AGREEMENT
U.S. Fish and Wildlife Service Region 4**

WHEREAS, the fish and wildlife management agencies of the States of Alabama, Florida, Georgia, Mississippi, North Carolina, Tennessee; the Commonwealth of Kentucky and the United States Virgin Islands ("the Parties") entered into an agreement dated September 11, 2009, referred to as the ORIGINAL AGREEMENT, and

WHEREAS, this ORIGINAL AGREEMENT was entered into to encourage the states within the Southeast Region to coordinate information of facilities and services available on the waterways for transient non-trailerable recreational vessels for the Boating Infrastructure Grant (BIG) Program; and

WHEREAS, at the time the ORIGINAL AGREEMENT was executed the State of South Carolina did not consent to be a Party, but does now elect to be included as a Party to this cooperative agreement to facilitate the development, implementation and promotion of the BIG Program within the U.S. Fish and Wildlife Service Southeast Region;

NOW, THEREFORE, this ADDENDUM is being duly executed to add the State of South Carolina as a Party to the Agreement. The State of South Carolina agrees to the terms of the ORIGINAL AGREEMENT.

FOR THE STATE OF SOUTH CAROLINA



Signature

2-6-13

Date

Alvin A. Taylor

Print Name

Director

Title

SC Department of Natural Resources

Agency - Department



United States Department of the Interior

INTERIOR BUSINESS CENTER
Indirect Cost Services
2180 Harvard Street, Suite 430
Sacramento, CA 95815



August 26, 2014

Mr. Alvin A. Taylor, Director
State of South Carolina
Department of Natural Resources
c/o State Budget and Control Board
Office of State Budget
1205 Pendleton St., Suite 529
Columbia, SC 29201-3757

RECEIVED

SEP 02 2014

Budget Control Board
OFFICE OF STATE BUDGET

Dear Mr. Taylor:

Enclosed is the signed original negotiated indirect cost rate agreement that was processed by our office. If you have any questions concerning this agreement, please refer to the signature page for the name and contact number of the negotiator.

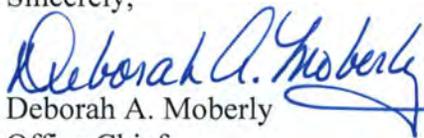
As a recipient of federal funds, you are required to submit Indirect Cost Proposals on an annually basis. Proposals are due within 6 months after the close of your fiscal year end and are processed on a first-in, first-out basis.

Common fiscal year end dates and proposal due dates are listed below:

Fiscal Year End Date	Proposal Due Date
September 30 th	March 31 st
December 31 st	June 30 th
June 30 th	December 31 st

Please visit our Web site at http://www.doi.gov/ibc/services/Indirect_Cost_Services for guidance and updates on submitting future indirect cost proposals. The website includes helpful tools such as a completeness checklist, indirect cost and lobbying certificates, sample proposals, excel worksheet templates, and links to other Web sites.

Sincerely,


Deborah A. Moberly
Office Chief

Ref: J:\States & Local Gov\South Carolina\South Carolina Department of Natural Resources (Scdnh142)\FY 2015\Scdn-IssueLtr.FY15.doc

Phone: (916) 566-7111
Fax: (916) 566-7110

Email: ICS@ibc.doi.gov
Internet: http://www.doi.gov/ibc/services/Indirect_Cost_services

Revised 3/27/13

**State and Local Governments
Indirect Cost Negotiation Agreement**

EIN: 57-0882454 (Marine Division)
57-6000286 (Other DNR)

Organization:

State of South Carolina
Department of Natural Resources
c/o State Budget and Control Board
Office of State Budget
1205 Pendleton St., Suite 529
Columbia, SC 29201-3757

Date: August 26, 2014

Report No(s) .: 14-A-1059

RECEIVED
SEP 02 2014

Filing Ref.:

Last Negotiation Agreement
dated June 25, 2013

Budget & Control Board
OFFICE OF STATE BUDGET

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which 2 CFR 225 (OMB Circular A-87) applies, subject to the limitations in Section II.A. of this agreement. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in 2 CFR 225.

Section I: Rate

Type	Effective Period		Rate*	Locations	Applicable To
	From	To			
Fixed Carryforward	07/01/14	06/30/15	25.09%	All	PR/DJ
Fixed Carryforward	07/01/14	06/30/15	21.35%	All	All Other

***Base:** Total direct salaries and wages, excluding fringe benefits.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Section II: General

Page 1 of 3

A. Limitations: Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).

B. Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. Changes: The rate(s) contained in this agreement are based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate(s) in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.

D. Rate Type:

1. **Fixed Carryforward Rate:** The fixed carryforward rate is based on an estimate of the costs that will be incurred during the period for which the rate applies. When the actual costs for such periods have been determined, an adjustment will be made to the rate for future periods, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.

2. **Provisional/Final Rates:** Within 6 months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

3. **Predetermined Rate:** The predetermined rate contained in this agreement is based on estimated costs which will be incurred during the period for which the rate applies and is normally not subject to subsequent carry-forward adjustments. However, if material changes occur in the grantee/contractor's cost structure, adjustments to the rate may be necessary to compensate for the effects of such changes.

E. Agency Notification: Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.

F. Record Keeping: Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.

G. Reimbursement Ceilings: Grantee/contractor program agreements providing for ceilings on indirect cost rate(s) or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.

H. Use of Other Rate(s): If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate should be used to identify the maximum amount of indirect cost allocable to these programs.

I. Central Service Costs: Where central service costs are estimated for the calculation of indirect cost rate(s), adjustments will be made to reflect the difference between provisional and final amounts.

J. Other:

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.
2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
3. New indirect cost proposals are necessary to obtain approved indirect cost rate(s) for future fiscal or calendar years. The proposals are due in our office 6 months prior to the beginning of the year to which the proposed rate(s) will apply.

Section III: Acceptance

Listed below are the signatures of acceptance for this agreement:

By the State & Local Government:

By the Cognizant Federal Government Agency:

State of South Carolina
Department of Natural Resources
State/Local Government

U.S. Department of the Interior
Agency

 /s/

 /s/

ALVIN A TAYLOR
Name (Type or Print)

Deborah A. Moberly
Name

DIRECTOR
Title

Office Chief
Office of Indirect Cost Services
Title

8-21-14
Date

U.S. Department of the Interior
Interior Business Center
Agency

AUG 26 2014

Date
Negotiated by Muberra Guvenc
Telephone (916) 566-7007

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. BIG 2015 Tier 2	15.622	\$	\$	\$ 1,281,940.00	\$ 1,241,243.00	\$ 2,523,183.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 1,281,940.00	\$ 1,241,243.00	\$ 2,523,183.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	BIG 2015 Tier 2	N/A			
a. Personnel	\$ 38,310.00	\$ 12,770.00	\$	\$	\$ 51,080.00
b. Fringe Benefits	14,557.00	4,852.00			19,409.00
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	1,220,895.00	1,220,895.00			2,441,790.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	1,273,762.00	1,238,517.00			\$ 2,512,279.00
j. Indirect Charges	8,178.00	2,726.00			\$ 10,904.00
k. TOTALS (sum of 6i and 6j)	\$ 1,281,940.00	\$ 1,241,243.00	\$	\$	\$ 2,523,183.00
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	BIG 2015 Tier 2	\$ <input type="text"/>	\$ 20,348.00	\$ 1,220,895.00	\$ 1,241,243.00
9.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. TOTAL (sum of lines 8-11)		\$ <input type="text"/>	\$ 20,348.00	\$ 1,220,895.00	\$ 1,241,243.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>				
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>				

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: <input type="text"/>	22. Indirect Charges: 21.35% of salary and wages only
23. Remarks: <input type="text"/>	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Eileen Heyward</p>	<p>TITLE</p> <p>Director, SC Department of Natural Resources</p>
<p>APPLICANT ORGANIZATION</p> <p>South Carolina Department of Natural Resources</p>	<p>DATE SUBMITTED</p> <p>09/12/2014</p>

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