



TOWN OF PAWLEYS ISLAND

TOWN COUNCIL MINUTES

Town Hall – Conference Room | 323 Myrtle Ave | Pawleys Island SC 29585
9-12-2022 – 5:00 pm

PRESENT: Mayor Brian Henry, Ashley Carter Guerry Green, Rocky Holliday, Sarah Zimmerman

ABSENT: None

STAFF PRESENT: Dan Newquist (Town Administrator), Mike Fanning (Chief of Police), Daniel O'Hara (Town Clerk)

ADDITIONAL PRESENT:

1. CALL TO ORDER

Mayor Henry called the meeting to order at 5:00 PM.

2. PUBLIC COMMENTS

-Robert Moser addressed Town Council. Robert Moser explained that the North End Jetty needs to be looked at as it is starting to deteriorate following the beach renourishment project on Litchfield Beach. Robert also made note of the presence of several Hobie Cat boats on the Northern end of the island with some of them positioned well into the dunes. Robert mentioned that he has spoken before on the current policy for Hobie Cats and whether they should be allowed to stay overnight. Robert mentioned that he had spoken to one of the owners of the boats and learned that the reason he had brought his boat here was that Garden City and Litchfield will not allow them to be left overnight. Now the boats are gravitating to the Island because of more flexible guidelines. Robert recommended that if we are going to allow them to stay overnight at least keep them out of our dunes.

-Mary Nash stated that she feels the loss of the police presence and protection at night. Mary stated she saw on the police report that several suspicious people have been reported. She said that she has come home at night and seen suspicious people on the south causeway. Mary said that she does not call because by the time Georgetown County Police arrive the individuals are gone. Mary asked for Town Council to consider getting the Town more coverage.

-Barry Stanton's email read by Daniel O'Hara (entire submitted letter addressed to Town Council is attached as an appendix to the 10-10-2022 meeting packet), Lady and Gentlemen and Citizens: I assume that in keeping with prior practice, the Town Clerk, or if unavailable, someone, will to read these comments aloud, although Mr. Henry may run a three minute stopwatch. I hope you can at least get as far as the part about the false appraisals. In any event, I am assured that these comments in their entirety will be included in the minutes of the September 12, 2022 Town Council meeting. I have sent them ahead by e-mail as well to each of the five council members so that they will not be

missed. The once-a-year Pawleys Island Civic Association meeting was held Sept. 3, 2022 at the 180-seat Chapel, with likely over 150 property owners attending. The meeting wasn't held last year or in the 2020 rapidly progressing pandemic. P.I.C.A. pre-dates the creation of a Town government. About 90% of owners do not live on the island. They may receive surveys with general questions framed by others, but cannot vote on island government. At this meeting, Brian Henry, from Town government, stated to over 150 people that three property owners are holding up a "club" arrangement the Town Council government (not P.I.C.A.) seeks. The devil is in the generality. The Town Council government seeks to be in a "club" of towns or entities which the U.S. Army Corps of Engineers might someday help with beach renourishment. The whole truth of the matter needs to be cleared up. I write on my own behalf to make sure that it is. Mr. Henry stated or implied generally to the whole room that the holdup is that three property owners "had not signed easements." The three owners he referred to actually did sign easements. He further referred to the "easements" without details. This generality implied that the "easements" were merely ordinary easements to do beach renourishment, namely, only for permission to do hypothetical future sand work on the privately owned upland beach. This implication is not correct. In making his general assertions about specific people, Mr. Henry did not state whether any reasons were given by the three for the refusal he described. Any reasonable person would have understood his general comments to mean that all the Town wants is an easement to place sand in the future, and that three owners, inexplicably, refuse to. Mayor Henry stopped Daniel as the 3 minutes allowed for public comments was reached.

APPROVAL OF MINUTES

A. 8-8-2022 REGULAR MEETING

Mayor Henry requested a motion to approve or amend the minutes. Rocky Holliday motioned to approve the minutes. Guerry Green seconded the motion. All voted in favor.

3. REPORTS AND UPDATES

A. POLICE REPORT

Chief Fanning stated that it has been a fairly busy albeit typical August. He said thankfully there haven't been any major incidents. Chief mentioned that there had been one theft of a kayak. This will be in the next month's report because the perpetrator was arrested after September 1st. Chief stated that Detective Fairfield got information that the perpetrator was in was in the area and was quickly able to make the arrest. Chief referenced that there had been a few large King tides in the past month, which require additional coordination with Midway Fire and Rescue on accessing a property to response to a call for assistance. Chief Fanning brought up the video of the waterspout that came over the coast over the weekend. Chief mentioned that there was no damage or injuries from the event. This led to a discussion about the heightened frequency of waterspouts off the

coast. Sarah Zimmerman asked Rocky how the new backflow preventers by Town hall worked with the recent King Tides. Rocky Holliday stated that they did well and that he sent Nicole Elko (current consultant for the Town) an email about his observations. Stating that he observed water overtopping the creek bank by Old Town Hall. Sarah then asked if we had a current update on how much had been collected from the storm drainage project as private donations. This led to a discussion about available funds for the project. **See discussion in Item 5A.** Chief reminded the council of future King Tide events that the highest King Tide event will take place on the week of Thanksgiving. Chief stated that we are going to need to be proactive to make sure people are aware of the situation. This led to a discussion on how to best inform the public about where the worse areas are on the Island. **No decisions or votes were taken.** Mayor Henry in reference to public comments asked whether there was an uptick in crime or incidents after the recent retirement of an officer that would warrant a new hire. Chief Fanning stated that there had been 12 incidents that Midway Fire and Georgetown County Sheriff's Office responded to after 8:00 pm. Chief said that they were either medical issues or suspicious persons, but nothing criminal. Mayor Henry pointed out that the cameras could ward off potential criminals. Sarah Zimmerman mentioned that Georgetown County would not report on firework complaints. Chief said they may respond to the call but there really is not much they can do. On the 4th of July, they had to prioritize their response. Chief said he had not heard any negative feedback from Midway Fire and Rescue or Georgetown County Sheriff's Office regarding local police staffing at night. **No decisions or votes were taken.**

B. BUILDING REPORT

Daniel Newquist gave Daniel O'Hara credit for reworking the standard building report. Daniel Newquist mentioned that it is currently a work in progress and feedback is welcomed. Daniel Newquist reviewed the information provided in the report including the new permits that were issued by Georgetown County in August, a list of all the permits issued year to date and the corresponding permit fee collected, and a list of all of the active permits in the Town of Pawleys Island. Guerry Green asked how long a permit is good for. Daniel Newquist stated that the permit was valid for a year but construction has to be initiated within six months. Mayor Henry added that there is also a six-month extension period. This led to a discussion on the ordinance allowing building permit extensions. Mayor Henry mentioned that this is something Town Council should consider looking at for review in the future. Mayor Henry asked if the staff had any more comments to make on the building report. Daniel O'Hara referenced page four of the building report noting that the valuation and fees collected are so high due to the

construction of a new home on the Island. Mayor Henry noted that they would go into further detail on that in item 5C.

C. FINANCIAL REPORT

Daniel Newquist started by mentioning that the Town is currently in the process of invoicing property owners for installment payments for the Santee Cooper underground wire project. Daniel stated that invoices should be going out within a couple of weeks. Daniel Newquist shared an update on the status of the timeline for the completion of payments for the project. Guerry Green asked what happens if someone sells their house with an existing balance. Daniel Newquist stated that we have had several injuries about that before and generally it is a settlement between the buyer and the seller. Mayor Henry asked if there had been any major issues regarding this. Daniel Newquist mentioned that to date there have not been any major issues. Daniel switched to discussion collected A- Tax funds for the month of July, which he stated was a successful month. Daniel mentioned for the month of July the Town collected \$205,055.72 compared to last year's \$187,567. From January to June of this year we have collected \$318,760 compared to last year's \$280,534. Mayor Henry and Sarah Zimmerman both stated that they were not seeing those numbers on the financial report. Daniel O'Hara stated he was going to work with the accountant to get these errors resolved. This led to a discussion about software issues with sage and accounts matching deposits. Sarah Zimmerman asked for clarification on the amount showing for the month's local A-Tax revenue. Daniel Newquist explained again that for the month of July the collections were higher than the year before. And the year to date is higher than last year as well. Mayor Henry asked for an updated version of the totals by October or earlier. Daniel Newquist stated that we should have the audit reviewed by the next Town Council meeting. Mayor Henry asked why the trash removal expense would be so much lower this year than last year. Daniel O'Hara noted that this was due to previously mentioned errors with the Town's accounting software. Mayor Henry asked for any other questions regarding the financial report. Rocky Holliday stated that even though the A-Tax numbers are not properly reflected in the report that this year's revenue is above last year's.

4. BUSINESS

A. Grants Update

Mayor Henry referenced remarks given at the Pawleys Island Civic Association meeting. Stating that there is a fair amount of money out there for the Town to obtain grant-funded projects. Daniel Newquist thanked Mayor Henry for his support, stating that he recently applied to the South Carolina Improvement Infrastructure Program. He also referenced another program funded by the South Carolina Office of Resilience (SCOR), which has a grant deadline of October 31st. Daniel mentioned that Nicole Elko is assisting with the application process for this

specific grant. Daniel continued to explain that Town Staff hosted a member from the SCOR last week and that Mayor Henry had spent some time with the staff member discussing the grant opportunity. Daniel Newquist stated that Town Staff is trying to be as ambitious and aggressive with these opportunities, especially since they may not be a recurring funding source in future years. Mayor Henry circled back to the North End Jetty public comments made earlier in the meeting and asked if Daniel Newquist had spoken to the Army Corps about it in their most recent visit. Daniel mentioned that he had brought up the issue and the challenges with permitting the structure for repairs. Rocky mentioned that perhaps the Town could amend Nicole's contract scope to include some research on the North Jetty. Mayor Henry referenced that Nicole is more than capable and willing to help assist us with that and other future projects.

Daniel Newquist revisited discussion previously initiated in the Police Dept report. He reviewed the SCIP grant submittal which was focused on expanding the previous demonstration project on storm drain back flow check valves that was initiated in 2021 near Town Hall. He indicated that there is a local match requirement of 25% and to his understanding there is \$34,500 available in the Towns budget for expansion of the project. Daniel stated that there 8 proposed locations for the installation of new valves. 4 at the north end of the Island around Myrtle and 1st and 2nd streets. And then four at the south end of the Island in the Birds nest neighborhood.

B. Tree and Landscaping Ordinance

Mayor Henry started the discussion by referencing the ARB and their recent success with regulating design guidelines for buildings on the Island. Mayor Henry stated that the planning commission has been proactive in preserving the character and image of the Island. Mayor Henry stated that John LaMaster had taken the lead on creating this draft tree and landscape ordinance. The ordinance addresses new construction and to protect the natural beauty of the Island and protect trees on the Island. Mayor Henry asked John LaMaster to provide insight to Town Council on the ordinance. John mentioned the current draft was a very light touch and that the planning commission referenced other municipalities when drafting this ordinance. Also stating that this ordinance is hoping to follow in the same footsteps as the ARB and serve as an educational tool. Town Council members asked John various questions about the draft and the reasoning behind some of the regulations. John explained that it is a very light touch, there are areas to improve and build upon, but this is the starting point. Rocky Holliday asked what the next steps were, John stated that he would receive feedback on the ordinance and begin preparation for first reading if the Council is prepared to do so at their October meeting.

C. Building Permitting and Inspections Contractor

Mayor Henry gave a brief background on the process the planning commission was taking to investigate the Town's options for using a third-party service for permitting on the Island. Mayor Henry explained that there are some nuisances that are different between the Town's and the County's Ordinances. Mentioning that the County may not be as familiar with our ordinances when issuing permits. Mayor Henry opened the floor to discussion on whether bringing permitting in-house could create more consistency based on our guidelines. John LaMaster stated that there is a 90-day notice for termination on the contract and if the services are to start by the end of the year the termination notice would need to be sent in the month of September. Daniel Newquist shared that he has been in contact with Georgetown County staff on the matter and that they are aware of the Town's position to hire a private entity to handle the Town's permit program. Daniel cited a conditional clause in the contract that the Town would have to have hired a new provider within 90 days. Daniel recommended to Council to create an agreement to discuss the current permits that have been issued and who would take jurisdiction. Daniel mentioned that he has started reviewing a draft contract submitted by SAFE Built and spoke with the owner of CC&I on their service options as well. Daniel stated that he is hoping to be in a position to have the new company start on January 1st of next year. Sarah Zimmerman asked if this was something they would need to vote on. Mayor Henry asked Ross Durant whether it would require an ordinance to pass which led to a discussion on how Town Council should proceed with the 90-day termination notice. John LaMaster explained to Town Council that tonight they would need to vote on whether to send the 90-day termination letter. And then at a subsequent meeting they would need to vote to bring permitting in-house. Town Council had a brief discussion on the two companies. **Mayor Henry asked for a motion and vote on whether to send the 90-day notice to the County. Rocky Holliday made a motion to approve the submittal of a 90-day conditional notice to Georgetown County to terminate the contract with them for building permits. Ashley Carter seconded the motion. No discussion. All voted in favor. None opposed.**

6. COMMENTS

Sarah Zimmerman asked if anything further needed to be done regarding the Tree ordinance. John LaMaster asked for comments, and to take a chance to look over and review before the next meeting.

Ashley Carter stated that he would like to reemphasize his support of the grants that the town is pursuing and that we need to pool all of our resources to make sure our flooding problems are addressed.

Mayor Henry mentioned that there had been several inquiries and interest in recycling on the Island. Mayor Henry stated that Mary Nash and Barbara Cobb have agreed to take the lead on the project. And he thanked them for their initiative.

7. ADJOURNMENT

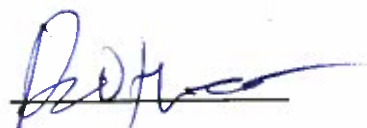
Mayor Henry requested a motion for adjournment. Rocky Holliday started the motion for adjournment. Ashley Carter seconded the motion. All voted in favor.



APPROVED

10/10/22

DATE



ATTEST

10/10/22

DATE

**Barry Stanton's comments re Brian Henry's remarks about easements at Sept. 3, 2022
Pawleys Island Civic Association meeting**

Lady and Gentlemen and Citizens:

I assume that in keeping with prior practice, the Town Clerk, or if unavailable, someone, will to read these comments aloud, although Mr. Henry may run a three minute stopwatch. I hope you can at least get as far as the part about the false appraisals.

In any event, I am assured that these comments in their entirety will be included in the minutes of the September 12, 2022 Town Council meeting. I have sent them ahead by e-mail as well to each of the five council members so that they will not be missed.

The once-a-year Pawleys Island Civic Association meeting was held Sept. 3, 2022 at the 180-seat Chapel, with likely over 150 property owners attending. The meeting wasn't held last year or in the 2020 rapidly progressing pandemic. P.I.C.A. pre-dates the creation of a Town government. About 90% of owners do not live on the island. They may receive surveys with general questions framed by others, but cannot vote on island government.

At this meeting, Brian Henry, from Town government, stated to over 150 people that three property owners are holding up a "club" arrangement the Town Council government (not P.I.C.A.) seeks. The devil is in the generality.

The Town Council government seeks to be in a "club" of towns or entities which the U.S. Army Corps of Engineers might someday help with beach renourishment. The whole truth of the matter needs to be cleared up. I write on my own behalf to make sure that it is.

Mr. Henry stated or implied generally to the whole room that the holdup is that three property owners "had not signed easements." The three owners he referred to actually did sign easements.

He further referred to the "easements" without details. This generality implied that the "easements" were merely ordinary easements to do beach renourishment, namely, only for permission to do hypothetical future sand work on the privately owned upland beach. This implication is not correct.

In making his general assertions about specific people, Mr. Henry did not state whether any reasons were given by the three for the refusal he described.

Any reasonable person would have understood his general comments to mean that all the Town wants is an easement to place sand in the future, and that three owners, inexplicably, refuse to grant such an easement. This implication is not correct. Reasons have been given, and they arise chiefly from the "easements" not being what Mr. Henry implies.

Future sand work is indeed the specific limited scope of the easement the Town has always described publicly as what it wanted. Future sand work is the scope of the easement each owner in fact offered, in writing, signed, in 2019. They did so before ever being threatened with a suit.

Future sand work is also the only scope of the easement the Town Council considered in May 2020 when, despite the offer of such an easement, the council nevertheless authorized the Town to instead, sue the owners. The only reason given for authorizing the expensive condemnation suit was the general statement that "the owners would not sign an easement simply to put sand on the beach."

To be clear, the owners offered such an easement. Also, by this time in 2020, the Town had previously declared any further easements to be unnecessary and then put all the sand on the beach.

Future sand work is also clearly the limited scope of the easement the Town then told its appraiser in 2020 to put a value on for purposes of suing the owners for condemnation.

The Town gave this description of limited scope to the appraiser only verbally. The Town told the appraiser that the written language of the easement the Town intended to sue the owners for was not available. It was. The written terms the Town intended to sue for had long been in hand and had been the subject of extensive and specific correspondence.

But future sand work was not the scope of the easement the Town then immediately sued for.

The Town Council proceeded to base two sets of expensive lawsuits against its own citizens on a public deliberation that was mere pretense, and on a falsely obtained appraisal.

The Town sought easements not merely for sand placement or other work, in the future. The Town sought permanent public use, now, of the owners' decks and showers if lying in the easement area. The easements are for public recreational and other access to private land, now, right up to the owner's door, along with the ability of the Town to regulate use of the land, including the owner's own improvements and access to the ocean. This is not sought in the future, but now, forever, in return only for an unreliable, conditional promise of remote future federal-style help.

The Town in fact similarly misrepresented its true intentions to the appraiser about a year before making dishonest preparations for condemnation. In 2019, having been provided both the damaging easement language and the federal standards for appraisals, the Town commissioned appraisals of 109 oceanfront south-end properties. The Town misrepresented to the appraiser that the written terms of what the Town would be seeking from all these owners were unavailable, and misrepresented verbally what the Town would actually be seeking.

After, in this manner, obtaining 109 false appraisals, which should have contained a clear statement by the appraiser of what he was told and what he assumed, the Town in turn misrepresented the potential land costs to the federal government in 2019 in order to induce its participation in the prospective project.

It is unclear whether the Town furnished the 2019 false appraisals to the Corps until the following year. The Town was also required to provide the 2020 false appraisals to the Corps for approval before trying to condemn. If it tells you anything, the federal government, which would have known the appraisals to be false if it had read them, has apparently found the falsity and other handling unremarkable. It is hard to tell because the Corps generally won't consult or correspond with the owners who are affected and many documents the Corps in Savannah and Charleston sends in response to FOIA requests come with large portions blacked out, including the names of people. Appeal of such responses goes to Washington, where it sits.

When first improperly sued by the Town in 2020, the landowners immediately responded that the Town had falsely obtained the 2020 appraisal. The owners provided other detailed reasons why the condemnations and easements should not and could not go forward. Town Council decided that their "important" ends justified the means, including pretense and falsity both in court and in continued public announcements to their subjects.

With the landowners' detailed response in hand, the Town asked the court to require the owners to post security for liability of about \$10,000 dollars a day. Unsuccessful in this request, while the first set of suits was still pending, the Town brought a second set of suits for the excessive unnecessary easements.

The Town based both sets of suits on the falsely obtained appraisal and unnecessary easements with unnecessary terms. The landowners had to privately defend being sued by the Town twice.

To be clear, the Town knew, both times, that the appraisal was false, and proceeded anyway.

The Town lost the first set of suits it brought. The Town quit the second set of suits it brought. Much mischief has thus been done by being "general" with the truth in the name of saving time and avoiding lengthy documents.

Again speaking in generalities, Mr. Henry implied in his statements at the recent meeting, that the hypothetical potential assistance the "club" arrangement would make the Town "eligible" for was help by the Corps with replenishment of the entire island's beach. It would not.

He stated there would be full potential assistance by the Corps with "the beach" in the event of storm erosion and partial potential assistance by the Corps with "the beach" in the case of periodic replenishment. "The beach" referred to by Mr. Henry is the south end beach only, while it is the whole island's beach which has been renourished.

Assistance by the Corps, if any, would not be for mid-island or the north end.

It is necessary to state the details of these matters because Mr. Henry consistently does not have the time, space, or permission to state the whole of matter sufficiently for the true situation to be understood. This is unfortunate, especially since, for over two years, we have all suffered from the Town consistently not being at liberty to publicly set forth the specific truth, including the truth about the Town's specific disregard for truth.

The "club" arrangement Mr. Henry refers to trying to enter into is ill-advised. Although it was reported when the now-completed project was "nearing its end" (Coastal Observer, 2/20/20), that the Town was "considering" such a club, and the then-Town Administrator was quoted describing it only as a prospective "deal" yet to be made, the Corps and the Town had already entered into the "club." They entered the arrangement in writing, unreported, January 16, 2020, while the Town pumped sand onto the beach.

The owners have shown the Town that there are more financially responsible ways to proceed with the "club" than by continuing to insist on an obnoxious easement, if the Town remains imprudent enough to proceed in the "club" at all. The Town has proposed nothing since the time it sued in 2020. The Town has taken the owner's proposals and forwarded them either without endorsement or with actual discouragement or while claiming not to understand. When it suits a purpose, the Town claims to be negotiating or trying to work something out or to be planning to do so in the future.

Neither Mr. Henry, nor any other council member -- not Mr. Holliday, nor Mr. Carter, nor Mr. Green, nor Ms. Zimmerman -- signed any permanent easement at all. The latter four were the ones who on May 18, 2020, concurred in condemning their neighbors because the easements were nothing but permission to put sand on the beach.

Far more than "three" people did not sign an "easement." Few people off-ocean, mid-island or on the north end have ever read one, because they were never sent one. The 80-100 oceanfront property owners from 530 Myrtle (southern mid-island) to First Street (north of the pier), including Mr. Henry, were never sent one. So, instead of three, it is more accurate to say that 100 owners "did not sign an easement."

The "club," if it were to ever bring any actual future Corps involvement at all, would subject only the south end oceanfront to further federal indifference, quadruple-overspending, refusal to communicate, vacillation, secrecy, bureaucratic paralyzing inertia, and tyranny. The Corps would never cover the whole island with such help, as Mr. Henry seemed to imply.

The whole truth of the matter is that if the Corps helped to fix anything, it would be only the approximately 1.2 miles on the southern end of the island, as far north as 530 Myrtle, which is about 12 doors south of the Pelican Inn.

The Corps's ability to do even this would be subject to Congressional funding and other possible changes and contingencies we hear of almost daily. Thus, the written terms of the "club" repetitively include uncertainties, conditions and equivocations such as "subject to receiving funds provided by the Congress," "funds to the extent they are available," "in the event there are BBA 2018 funds available," and "the Government shall suspend construction, until sufficient funds are appropriated by the Congress."

On the south end, the Town originally budgeted \$40,000 to \$80,000 for post-completion dune planting and sand fence. When citing a higher figure served a purpose, the Town claimed the cost would be closer to \$200,000. After actually completing the project in February 2020, the Town asked people not to plant their own dunes "so that there would be something left for the Corps to do." By March of 2022, fifty percent of the south end lots had already been privately planted by their owners, many also installing fence. Starting in March 2022, the Corps planted the remaining 50% and installed fence. The Corps spent over three-quarters of a million dollars. The "club" will require the Town to pay for half of four times too much, but only for the south end, and only if the Corps can come up with the four-times-too-much.

What remains unspecified about "club" benefits is any assurance of the promptness of this hypothetical work years hence, especially since it cannot be depended upon at all. The people who would be in charge come and go, draw a paycheck from the federal government, do not live or own in Pawleys, and take orders from people even further removed.

Also unspecified, since any future work is in fact a different project with its own permit, is any assurance of control over the source of sand, shell or mud used, or control over other manner of execution, the time of year the work is done, or the length of time the work would take. My understanding is that the Corps decided to do Surfside in summer, for example.

Moving to another part of Mr. Henry's statements only obliquely touched on, the Town also has not done anything yet to "work with" the three.

This is something Mr. Henry also stated only generally to the assembly that the Town would do. The actual manner of "working with" is a real enigma.

It was the Town which, because of misrepresentations already made to other owners, failed to assist in early inroads on changing the obnoxious terms. The presently accused owners long ago even suggested other possible work-arounds. It was Mr. Henry who asked the Corps of Engineers if there was a "nuclear option" the Town could use against these three literate, conscientious, constituents of his.

One could only hope that after two years, losses in court based on dishonesty, and unpleasant revelation of the truth, the Town has turned over a new leaf of honesty and advocacy, as with its FOIA debacle which was going on around the same time.

However, Mr. Henry's remarks do not offer any encouragement.

The Town has worked, not with, but against, its three constituents for over two years, causing them much disappointment, time-drain, and expense. It appears likely that the Town has discouraged any resolution other than complete capitulation with bureaucratic insanity and local inability to comprehend.

It is clear that in soliciting easements, the Town's council and former administrator lied to south-end owners like an unprincipled used car salesman. And yet the Town is unrepentant.

To south-end oceanfront owners, the council and then-administrator stated in a separate cover letter that the easements were "solely for earthwork" and urged signature right away, with no change, under a short deadline. For consensus, momentum, and intimidation, this sand-only description was the same description given out publicly to off-ocean owners and those mid-island and north-end, from whom no easement would ever be requested. All who signed or were not asked to sign were encouraged to stop short of "showing up with torches and pitchforks" to get others to sign.

To south-end owners who read the document before complying with the short deadline provided, the council and then-administrator stated that language referring to destruction of improvements and public use of the owner's land two feet from the door actually did not mean what was stated in writing. For example, absurd construction of the term "public access and use" conjured images of people either only using the upper beach while there were bulldozers on it or only using the beach if they brought their own bulldozers or shovels and helped with the sand placement. The Town persisted in these assertions even later with the court.

To those owners confident in their own comprehension of the written word, the council and then-administrator urged the owners to just row with the team and sign the document in any event because, although the document said it was both "perpetual" and "assignable," the now former administrator and then-existing council (each of whom serves two years) would be around for a long time and would "always" look out for the owners and never do anything to hurt them. The then-administrator even offered an unenforceable side letter which still begged questions.

There was also suggestion that the terms were purely academic and that the general public would not know about the easement and neither the Town nor anyone else would ever really dig it out and read it. One may want to ask the owners in Emerald Isle about this last point.

When one of the owners began to make headway in changing small parts of the still-unjustified excess terms the Corps wanted, the Town did not join in the request. The Town did not advocate for the owner or the other south-end owners. Instead, the Town expressed concern over the reaction of all the other owners the Town had already duped into signing easements. Now the Town's additional logic for why the three should grant an atrocious easement is that others have done so.

The former administrator and present council have permanently damaged 110 land titles, and have not protected the interests of 110 other oceanfront south-end owners. Rather

than recant and attempt to repair the damage, the present council still actively plots against all south-end owners with "the club." There is still time to stop.

The best thing the Town could do to work with OWNERS is reject "the club," as Edisto has forthrightly done on behalf of its owners.

For more of the whole truth, look in the courthouses. The litigation started by the Town in 2020 is still pending only because the owners appealed the part of it that let the Town go without more fully answering for it. The owners want to get to the bottom of it.

The court records are publicly available. See, e.g., Circuit Court cases 2020CP2200600 (Challenge I) and 2020CP2200932 (Challenge II) and Court of Appeals cases arising from the same, with administrative numbers 2021-000757 (Challenge II) and 2022-000291 (Challenge I).

After threatening, defaming or intimidating the three owners in public e-mails, web postings, public meetings, golf carts, the press, and court papers, the Town lost the first set of cases it brought. Then the Town temporarily quit the second set of cases it brought.

The Town quit the second set of cases without the owners' agreement in order to avoid losing again and so that the owners could get no further discovery and confirmation of Town complicity. Since then, the then-Town Administrator has quit.

It has been exhausting, unpleasant, distracting and expensive for the three landowners, and has greatly detracted from their joy with Pawleys, the place.

Mr. Henry also announced to the once-a-year gathering of owners on Labor Day weekend that the Town "would not stop until it got the easements." The Town has in fact already stopped once.

Upon quitting the second set of court cases the Town brought, the Town claimed to the court that the matter was "moot."

To provide broader perspective and recent history of the actual matter at hand, the first-ever renourishment project on Pawleys was completed back in February 2020, and placed 1.1 million cubic yards of sand on 2.7 to 3 miles of beach. The project ran from the south-end parking lot to north of the pier, and did not involve the Corps.

In early 2019, the Town began the abovedescribed process of misrepresenting the requested permanent easements to south-end oceanfront owners. The Town collected a great number this way. These were for purposes of getting the Army Corps of Engineers to defray some costs of only the southern end of the project.

As noted, no permanent easements were requested from anyone else anywhere on the island.

Later in 2019, involvement of the Army Corps of Engineers was publicly rejected by the Town, with exasperation, as repetitively unreliable.

Although a great many south-end owners had already been cajoled or intimidated into granting permanent easements, southern easement requests and any pending dialogues entirely ceased.

In the late summer and fall of 2019, the Town proceeded to analyze finances and build consensus to do the project on its own, as it had planned to do in 2018 before being distracted with the Corps.

The Town publicly declared easements to be unnecessary. The Town proceeded on its own to fund the majority of the approximately 14.8 million dollar project, including the 1.5

miles of mid-island and northern end beach, and the 1.2 miles to the south. It was funded from savings, a loan, and a state grant.

In this later period of 2019, one of the Town Council's selling points of proceeding with the 14.8 million dollar project was that the Town had carefully considered finances, and could afford it, and that if the Town never renourished again, or never renourished again with anybody else's help, the Town should still do the project. A former mayor of 20 years strongly advocated for this.

A selling point in 2019 was that in light of the volume of sand chosen (1.1 million cubic yards, the maximum under the approved project design, instead of 700,000 to 800,000 cubic yards under the current or earlier project designs), science showed that it would possibly be over 20 years before the beach was down by about 700,000 cubic yards, i.e., down to 400,000 cubic yards more than pre-renourishment level.

A further selling point in 2019 (by the same other four council members) was that in light of having an "engineered beach," the Town would qualify for FEMA funds (not Corps of Engineers funds) for the whole island's beach under certain circumstances of beach damage. This had nothing to do with the Corps, whose involvement had been rejected publicly.

The actual sand work of the renourishment project was started by the Town without the Corps in October 2019 and completed by the Town without the Corps in February 2020.

The deposited sand started at the south end. It ran north, right past Mr. Henry's mid-island property, along with 80-100 other properties for which no easement was ever requested, and ends at a point north of the pier.

Having previously publicly rejected the Corps, having previously publicly abandoned requests for obnoxious easements, having obtained the local consensus to do the project, and having fully completed the project, the Town then suddenly announced in 2020 that it wanted to join a "club" of people hoping for hypothetical future Corps involvement.

For that purpose, in 2020, the Town again requested the obnoxious easements from, among others, the three accused, for free. Not advocating at all for the three or the 100 or more previously duped south-end owners, it was then, in mid-2020, that the Town Council authorized condemnation under false pretenses. The Town then obtained a false appraisal, brought a false lawsuit, lost, and quit a second false lawsuit.

As noted, among other obnoxious features, the requested easements allow public use of the landowners' oceanside land and their showers, decks, or other amenities there, forever.

This is not a hypothetical grant or a hypothetical threat. For example, when the NAACP held its fourth protest and marched down the beach in mid-October 2020 to the Seaview and intended to march up Mr. Henry's oceanfront steps for purposes other than paying to eat or stay in the inn, they were informed by the police that it was private property.

This was true and a perfectly correct assertion, and it was Mr. Henry's right to exclude them, even though, unlike a house, the Seaview is "a place of public accommodation" under Title 45 of the South Carolina Code. He also has a right to exclude people coming onto his property, not to protest, but to frolick, snoop, drink, sleep, steal, or pitch a Shibumi without the intent or ability to pay.

The reason for the 100 missing easements for the properties like Mr. Henry's is that the privacy of the middle and northern stretch of beach where Mr. Henry and others have property is assured by a total lack of perpendicular public access points.

There is such a lack of public access points, that the Corps of Engineers will NOT include that stretch in the "club" Mr. Henry wants to join, using the south end land titles as the ante.

In mid-summer finance discussions of 2019, the Town rejected even mentioning establishing a mid-island parking lot as a potential way to raise revenue, increase eligibility for grants, and increase eligibility for other government assistance like the "club" Town Council wants to join.

The price of membership in that version of the "club" was too high for mid-islanders and others. Some even mentioned a lawsuit.

The committee that mentioned the mid-island parking idea in 2019 was virtually censured for even bringing the matter up. The Town never considered it and a contested race for mayor ensued.

In November 2021, one council member reflected on the 2019 avoidance of considering mid-island parking. He described the avoidance of the issue as an accomplishment, stating, accurately, that public access mid-island would ruin the nearby property values.

At mid-island, the public can use the low-tide beach, but generally cannot get to it without walking down the beach from a distant access point, like the NAACP did to get to the Seaview. The public, naturally, are also free to rent anything that is available for rent.

That stretch of beach, its privacy, and its lack of obnoxious easements, will be maintained, as it presently is, with Town funds, including accommodations tax revenue from the rental of the property of south-end oceanfront owners.

Town Council's solution to mid-island needs is to use Town funds to address those mid-island needs. However, an additional part of that solution for mid-island needs is to INCREASE public access to the southern properties.

The increase goes beyond enhancing the extant three points for perpendicular access to the south-end low-tide beach. The solution is to irrationally force sacrifice of upland south-end land titles and provide access to the landowners' own properties as well, right up to the screened door.

This is the deal with the devil that Town Council is making. But they are making the deal by trading, not their own souls, but the souls of others. The Shibumis are already flapping loudly, all day. One does not have to be out picking up litter to hear the growing symphony.

New and more efficient means of lateral transport along the southern beach further and further from access points appears almost weekly, including all manner of carts, bikes, and other vehicles, whether electric, gas or other. These and other accommodations someday may even be federally provided to those in need. The increased public enthusiasm also creates even more interest of vendors and users in crossing the private driveways and yards of south-end owners, and understandably so, as it is now fewer steps to make it through the yard and under the house to the "public" part of those owners' properties. On a fiscal note, this does not attract renters or owners and the only money spent on the island by the general public is generally traffic tickets.

In the two years of litigation since 2020, neither Mr. Henry nor any of the other four of council members has yet publicly acknowledged having READ the easement the Town has requested solely from south-end property owners. Nor do any acknowledge having read the "club" rules or knowing where to find them. This may not preclude a survey monkey from

asking whether owners who have never been sent the requested easement agree with it or are "concerned" about it.

In two years, NONE of the council has yet publicly acknowledged even that the requested easements establish permanent public access on private land. None acknowledge Town "operation," and, therefore, regulation, of a public beach on landowners' land, in some cases as close as two feet from the house.

Right up to the court ruling January 20, 2020 confirming these facts which the Town avoids, the Town did not even acknowledge these facts to the court, and did not acknowledge them afterwards.

This requested grant of permanent public access to private property and ability to "operate a public beach" is regardless of whether the beach grows or diminishes and regardless of whether renourishment is ever done again.

The already signed January 16, 2020 "club" contract with the Corps actually requires compliance with not yet existing future federal regulation for public accommodations.

"Club" membership also requires unwavering perpetual enforcement of the "easement." It is a compact with the devil. Among other things, the Town told the astute few others who, during the stampeding of 2019, actually read and asked about the easement language (before the Town rejected Corps involvement), that the Town would not enforce or take advantage of certain provisions to the detriment of any owner.

Yet, the proposed easement is also assignable, and reads as a grant to the public as well. The Pawleys Peeps will surely be consulting Nolo, Legal Zoom, and their Ohio cousin lawyers, as they do concerning the width of the right of way they have a right to park on and whether they have a right to scale the pier from the public beach with ropes and grappling hooks.

One Town official, apparently still not having read or understood the matter, asked the Corps if it remained the Town's prerogative to favor certain owners if it wished to by temporarily releasing the easement. The documents say "no" and the Corps answered the same. An owner asked if the public would have a right to hang out under his house or on his steps and was sent word by the Corps that public access would be enforced.

None on council have publicly acknowledged the additional permanent grant of Town control of owner access and use of the owner's own land and Town or "assignee" ability to destroy "obstructions" on it. Meanwhile, the increasingly less than laissez faire Town government and the unelected boards and commissions it creates proceed afoot to enact architectural and, now, landscaping, powers for the Town.

Whatever one's views on the pro's and con's of the matter, the situation is not one in which it is wise to proceed on trust.

Barry Stanton
September 12, 2022