

TOWN OF SEABROOK ISLAND

Planning Commission Regular Meeting
September 11, 2019 – 1:30 PM

Town Hall, Council Chambers
2001 Seabrook Island Road



AGENDA

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Meeting: July 10, 2019

[Pages 2–4]

OLD BUSINESS ITEMS

There are no Old Business Items

NEW BUSINESS ITEMS

There are no New Business Items

ITEMS FOR INFORMATION / DISCUSSION

1. Mediation Update: Senior Living Facility Encroachment Permit
2. Pending Commercial Project: MUSC Medical Office Building
3. Text Amendment: LED Signs
4. PUD Amendment: Village at Seabrook Side Yard Setbacks
5. Notice of Administrative Plat Approvals:

[Pages 5–30]

[Pages 31–54]

[Pages 55–64]

[Pages 65–67]

- Salt Marsh Lots U-1, U-2, V-1 & V-2 (Modification)
- Recombination of Block 26, Lot 1 & Adjacent Conservation Area
- Abandonment of Block 24, Lot 31 and Recombination with Lots 30 & 32

ADJOURN

TOWN OF SEABROOK ISLAND

Planning Commission Regular Meeting

July 10, 2019 – 1:30 PM

Town Hall, Council Chambers
2001 Seabrook Island Road



MINUTES

Present: Robert Driscoll (Chair), Ken Otstot (Vice Chair), Cathy Patterson, Wayne Billian, Stan Ullner, Joe Cronin (Town Administrator)

Absent: None

Guests: Mayor Ron Ciancio, Mike Kiser (Seabrook Island Racquet Club), Dr. Tim Kana (Coastal Science and Engineering), Dr. Patrick Barrineau (Coastal Science and Engineering), Mariah McBride (Coastal Science and Engineering)

Chairman Driscoll called the meeting to order at 1:30 PM and welcomed everyone in attendance. Town Administrator Cronin confirmed that the requirements of the Freedom of Information Act were fulfilled, and the meeting agenda was properly posted.

APPROVAL OF MINUTES

1. **Regular Meeting: June 5, 2019:** Mr. Otstot made a motion to approve the minutes from the June 5, 2019, meeting as submitted. Ms. Patterson seconded the motion. The motion was **APPROVED** by a vote of 5-0.

OLD BUSINESS ITEMS

There were no Old Business Items.

NEW BUSINESS ITEMS

1. **Temporary Use Permit: 2019 Alan Fleming Tennis Tournament:** Town Administrator Cronin provided a brief overview of the request, the purpose of which was to review and provide a recommendation to Town Council on a request to issue a temporary use permit for the 2019 Alan Fleming Senior Open Clay State Championship Tennis Tournament, which is scheduled to be held on October 2-6, 2019, at the Seabrook Island Racquet Club (1701 Long Bend Drive). Town Administrator Cronin recommended in favor of approval, subject to the following conditions:
 - For public safety and emergency access purposes, no vehicle parking shall be permitted within the right-of-way of any public or private street, and sufficient space

shall be provided at all access points to ensure access for emergency vehicles.

- No signs or banners related to the event shall be placed in a location that obstructs the view of motorists or pedestrians.

Chairman Driscoll asked if the applicant had anything they wished to add. Mr. Mike Kiser of the Seabrook Island Racquet Club stated that the request for the temporary use permit is essentially the same as 2018, with no significant changes to the site layout.

Dr. Ullner asked how the town monitors special events and other types of temporary uses for compliance with permit requirements. Town Administrator Cronin responded that town staff will usually perform a site visit to verify compliance. He added that a site visit will also be performed if the town receives any complaints from neighboring property owners or the public.

Mr. Otstot asked who Alan Fleming was. Mr. Kiser responded that Mr. Fleming was a former resident of Seabrook Island. His son, Peter Fleming, was a professional tennis player who, along with John McEnroe, won more than 50 doubles titles. Mr. Fleming began the tennis tournament in Seabrook Island in the early 1980's. Following his death in 1997, the tournament was renamed in his honor.

There being no further discussion, Dr. Ullner made a motion to recommend in favor of approving the temporary use permit, subject to the two conditions recommended by staff. Mr. Otstot seconded the motion. The motion was **APPROVED** by a vote of 5-0.

ITEMS FOR INFORMATION / DISCUSSION

1. **2019 Beach Management Plan Update:** Chairman Driscoll reminded members that it was time for the town to update its Beach Management Plan. The plan was last updated in 2014 and must be updated every five years. He introduced Dr. Tim Kana of Coastal Science and Engineering, who assisted the town with the 2014 plan and has been brought in once again to assist with the five-year update.

Dr. Kana introduced himself and members of his team, including Dr. Patrick Barrineau and Mariah McBride. Dr. Kana stated that this would not be a complete update to the 2014 plan, but more of a targeted review and refresh of relevant sections. He highlighted specific changes which should be incorporated into the 2019 update, including the inlet relocation, recent changes to OCRM regulations, and updated beach and drainage data. He added that his team will begin by reviewing the current plan, identifying areas to be updated and then preparing draft amendments for the commission's review and recommendation.

Town Administrator Cronin stated that the 2019 update would be more of a turnkey update than the 2014, with the consultant doing most of the heavy lifting. Since this won't be a full update, the Planning Commission's role will primarily involve reviewing and providing comments on draft updates, similar to the recently completed comprehensive plan update.

Mr. Otstot asked what data sources would be used for the update. Dr. Kana responded that he has personally worked in Seabrook Island since the 1970's and is intimately familiar with the history and patterns of the beach. He stated that his firm has worked with the SIPOA for a long time and recently completed a comprehensive beach report for SIPOA in 2018. He added that he has also been involved in the three previous efforts to relocate Captain Sams Inlet. Members of the commission recognized Dr. Kana for his work on the island and thanked him for agreeing to work with the town once again.

There being no further business, Chairman Driscoll asked for a motion to adjourn. Mr. Otstot made a motion to adjourn the meeting. Dr. Ullner seconded the motion. The motion was **APPROVED** by a vote of 5-0, and the meeting was adjourned at 1:56 PM.

Minutes Approved:



Joseph M. Cronin
Town Administrator

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) CIVIL ACTION NO.: 2018-CP-10-_____


ATLANTIC PARTNERS II, LLC,)
)
)
) APPELLANT,)
)
v.)
)
TOWN OF SEABROOK ISLAND and)
THE PLANNING COMMISSION OF)
OF THE TOWN OF SEABROOK)
ISLAND.)
)
RESPONDENTS.)
_____)

2018 CP 10 - 5041

**REQUEST FOR PRE-LITIGATION
PURSUANT TO S.C. CODE ANN.
SECTION 6-29-1155**

Atlantic Partners, II, LLC (hereinafter "Appellant") hereby files this Request for Pre-Litigation Mediation upon the Town of Seabrook Island and the Planning Commission of the Town of Seabrook Island, as provided for in S.C. Code Ann. Section 6-29-1150(D) and Section 6-29-1155, as amended. Filed contemporaneously herewith is the Appellant's Notice of Appeal of the decision of the Planning Commission of the Town of Seabrook Island on October 3, 2018, approving with conditions the application of Appellant for an encroachment permit onto Seabrook Island Road.

WALKER GRESSETTE FREEMAN & LINTON, LLC.

By: 
G. Trenholm Walker (SC Bar #5777)
Email: gtw@p-tw.com
Direct: 843-727-2208
Post Office Drawer 22247
Charleston, SC 29413-2247
ATTORNEYS FOR ATLANTIC
PARTNERS II, LLC

October 19, 2018
Charleston, South Carolina



MEMORANDUM

TO: Ray Pantlik, Director of Development
Atlantic Partners II, LLC
1 Kiawah Island Parkway
Kiawah Island, SC 29455

FROM: Joseph M. Cronin, Town Administrator
Town of Seabrook Island
2001 Seabrook Island Road
Seabrook Island, SC 29455

SUBJECT: Seabrook Island Road Encroachment Permit – Notice of Conditional Approval

DATE: October 5, 2018

Dear Mr. Pantlik:

On July 16, 2018, the Town of Seabrook Island (hereafter the "Town") received an application from Atlantic Partners II, LLC (hereafter the "Applicant"), to grant an encroachment permit for a new driveway to be located on Seabrook Island Road. The purpose of this encroachment permit request is to allow access to and from Seabrook Island Road for a proposed 200-unit senior living facility, which will be developed by Big Rock Partners, LLC (hereafter "Big Rock") on property owned by the Applicant and located within the town limits of the Town of Kiawah Island. The application was subsequently revised by the Applicant, and final plans were received by the Town on August 24, 2018.

The Applicant's request, as revised, was considered by the Town's Planning Commission on October 3, 2018, pursuant to Section 16-30 of the Development Standards Ordinance of the Town of Seabrook Island (hereafter the "DSO"). By a vote of 3-1, the Planning Commission voted to **APPROVE** the granting of an encroachment permit, **SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) Until a certificate of occupancy has been issued by the Town of Kiawah Island for the proposed senior living facility, vehicles involved with the construction of the proposed senior living facility may not enter or leave the site of that facility via Seabrook Island Road.
- 2) Applicant and Big Rock, their members and assigns, agree to comply with all of the provisions, terms, conditions and restrictions set forth in Applicant's July 16, 2018 Application for Encroachment Permit.
- 3) Applicant and Big Rock, their members and assigns, warrant that they will pay any and all expenses incurred by the Town of Seabrook Island, South Carolina (the "Town") as a result of expenses incurred or damages suffered by the Town and/or its residents as a result of increased storm water runoff from the senior living facility. Final storm water plans shall be

subject to review and approval by the Town prior to the commencement of construction activities.

- 4) Applicant and Big Rock, their members and assigns, shall indemnify and hold harmless the Town from any and all liability, claims and /or expenses (including reasonable attorney fees) arising out of or in any way related to bodily injury or property damage (i) occurring on Applicant's property, at or near the entrance to the senior living facility and (ii) attributable to vehicular traffic entering or leaving the senior living facility.
- 5) The Easement Agreement between Applicant and the Town, wherein the Applicant allowed the use of its property for a bike path to Freshfields Village, shall be amended to delete the Town's indemnification of Applicant as set forth therein. Nothing in this condition, or the request therefore, shall be construed as a waiver of any immunities granted to the Town under the South Carolina Tort Claims Act.
- 6) Applicant and Big Rock, their members and assigns, shall fully mitigate, at their sole expense, the loss of or damage to trees resulting from construction of the senior living facility entrance and related modifications to Seabrook Island Road. The Town shall make the final determination of the type and size of required replacement trees and where they will be located.
- 7) Applicant and Big Rock, their members and assigns, warrant that they will at all times keep those portions of the pedestrian/bicycle path lying near the entrance to the senior living facility in good maintenance and repair.
- 8) The Town shall select and locate vehicular and bicycle/pedestrian traffic signage associated with the Seabrook Island Road entrance to the senior living facility at the sole expense of the Applicant and Big Rock.
- 9) In recognition of the Town's declared policy of limiting access to the portion of Seabrook Island Road at issue, Applicant and Big Rock, their members and assigns, agree to share their conditionally permitted driveway with the developer of the neighboring property currently owned by Haulover Creek Development, or alternatively at the Town's option, to close their conditionally permitted driveway and use a central entrance from Seabrook Island road that is permitted by the Town for construction on the neighboring property.

THIS LETTER SHALL SERVE AS OFFICIAL NOTICE OF APPROVAL OF THE ENCROACHMENT PERMIT REQUEST SUBJECT TO THE ABOVE REFERENCED CONDITIONS.

The Town respectfully requests a written acknowledgement from the Applicant, to be received on or before November 5, 2018, indicating whether:

- The Applicant **ACCEPTS** the conditions adopted by the Planning Commission and desires to move forward with the issuance of an encroachment permit subject to the satisfaction of those conditions;

- The Applicant rejects one or more of the conditions adopted by the Planning Commission and desires to **APPEAL** the Planning Commission's decision to Town Council for de novo review, pursuant to Section 13.60.30 of the DSO; or
- The Applicant **WITHDRAWS** its request for the granting of an encroachment permit.

If no response is received on or before November 5, 2018, the encroachment permit application will be considered withdrawn and no further action on the request will take place.

If you have any questions about the contents of this letter, please feel free to contact me by phone at (843) 768-5321 or by email at jcronin@townofseabrookisland.org.

Respectfully submitted,



Joseph M. Cronin
Town Administrator

CC: Ron Ciancio – Mayor, Town of Seabrook Island
Robert Driscoll – Chairman, Seabrook Island Planning Commission
Stephen L. Brown – Town Attorney, Town of Seabrook Island
Stephanie Tillerson – Town Administrator, Town of Kiawah Island

To: Seabrook Island Residents and Property Owners
From: R. J. Ciancio
Date: August 21, 2019

As many of you are aware, in July of last year Atlantic Partners II, LLC (“Atlantic”) made application to the Town of Seabrook Island (the “Town”) for an encroachment permit to allow access from Seabrook Island Road (“SIR”) to property it owns located within the municipal limits of the Town of Kiawah Island. Kiawah Development Partners, LLC (the “Developer”) intends to construct a senior living facility (“SLF”) on the property in question.

In October of last year, the Town’s Planning Commission granted the encroachment permit subject to nine conditions. Atlantic took exception to each of those conditions, and on October 19th filed a Notice of Appeal in the Charleston County Court of Common Pleas. On January 24, 2019 at a statutorily mandated Pre-Litigation Mediation the parties, together with the Developer’s building contractor Balfour Beatty Construction, LLC (“Balfour”), entered into a Memorandum of Understanding setting forth in general terms the conditions under which the Town would permit access from SIR to the SLF facility. For the last seven (7) months, the parties have been negotiating the terms of a settlement agreement (the “Agreement”) setting forth in more specific terms the outline of agreement in the Memorandum of Understanding.

The terms of the settlement agreement have been posted on the Town’s website. I would strongly encourage everyone to read it thoroughly. The Agreement provides the Developer and Balfour access for construction and use of the SLF subject to a number of conditions which I believe will both minimize the interruption of traffic on SIR and provide for the safety of drivers on SIR and users of the bicycle path from the gate to the Freshfields’ traffic circle (the “Bicycle Path”).

The next steps in the process will include: (i) review of the Agreement by the Planning Commission; (ii) a public hearing at the Seabrook Island town hall to be held at 1:00 on September 17th; (iii) submission to the Town Council for approval (first reading of an ordinance adopting the Agreement will be at 2:30 on September 17th; (iv) execution of the Agreement by Atlantic, the Developer and Balfour; and, assuming approval and execution by each of the parties, (v) submission to the Court of Common Pleas for approval on a date to be determined.

The relevant provisions of the Agreement are as follows:

Preservation of Conditions Required by Planning Commission

- Conditions numbered 2 through 8 of the Planning Commission Approval are preserved with revisions (Agreement ¶¶ 10. A. – 10. G.); Condition number 9 of the Planning Commission Approval is replaced by an affirmation of the Developer and Atlantic in respect of a condition of their application for an encroachment permit (Agreement ¶ 10. H.).

Traffic Management

- Within thirty (30) days of execution of the Agreement, and at the sole cost and expense of Atlantic, the Town will retain a traffic consultant (the “Consultant”) to prepare a traffic impact analysis (“TIA”) to quantify both the existing traffic on SIR and the traffic which can be anticipated during construction of the SLF (“Construction Traffic”). The TIA will identify the number and types of vehicles for each phase of the construction process. Based on the TIA, the Consultant will prepare a temporary traffic control plan (“TTCP”) to identify means (in addition to those specifically identified in the Agreement) to mitigate the impact of the Construction Traffic and the safety of the users of the Bicycle Path (Agreement ¶ 1.) .
- The TTCP will identify the measures which Balfour is required to take to ensure that during the construction period: (i) traffic headed to the SIPOA security gate from the traffic circle is not impaired in any significant way; (ii) Construction Traffic exiting the SLF does not cause the AM or PM peak hour delay at any point in the traffic circle to increase by more than two (2) seconds; and, (iii) traffic moving in either direction on SIR can do so in a safe and efficient manner. Balfour and the related parties are to adhere to such identified measures (Agreement ¶1.).
- The TTCP will also identify “gap acceptance times”, that is, distances (expressed in feet) required so that traffic leaving the gate does not have to slow down to accommodate Construction Traffic either entering or leaving the SLF(Agreement ¶1.). The required distances will be marked and Construction Traffic may not enter or exit SIR if a resident’s vehicle has passed such gap marker. Balfour is to employ appropriate traffic control procedures to implement the gap acceptance times, including installation of markers on SIR (Agreement ¶ 4. C.).
 - If the Consultant determines in the TTCP that it is necessary to place a limit on the number of construction vehicles per day (in addition to the limit contained in the Settlement Agreement) to ensure that the current levels of service at the intersections of SIR and at the construction site and the

traffic circle are not significantly impacted, Balfour will limit the number of construction vehicles accordingly (Agreement ¶ 1.D.).

- The TTCP will be periodically reviewed during the construction process and the Consultant will make such modifications thereto as in its profession judgement it deems appropriate (Agreement ¶ 1.F.).
- Balfour is to appoint a traffic supervisor (“Traffic Supervisor”) to implement the constraints imposed on the Developer and Balfour set forth in the Settlement Agreement and the TTCP (Agreement ¶ 2.). Prior to the start of construction, the Town and the Traffic Supervisor will meet with police and fire officials to develop contingency plans for emergency situations (Agreement ¶ 2. C.).

Construction Management

- Prior to the start of construction of the SLF, Balfour is to construct a left hand turn lane on SIR leading to the SLF entrance (Agreement ¶ 3.). All work on the left hand turn lane is to take place during non-peak hours on SIR as identified in the Thomas & Hutton traffic survey (Agreement ¶ 3. A.). During the construction of the left hand turn lane Balfour is to station a certified flagman to control inbound traffic from Betsy Kerrison (Agreement ¶ 3.C.).
- Access to the construction site through the permitted encroachment (the “Encroachment”) is limited to vehicles with three (3) or more axels. All vehicles with less than three (3) axels must enter the site through Freshfields (Agreement ¶ 4.).
- To spread the Construction Traffic, vehicles are to arrive at the Encroachment no more frequently than ten (10) minutes apart. To account for the uncertainty of traffic on Bohicket Road, we have given Balfour reasonable leeway on this requirement (Agreement ¶ 4. B.).
- Balfour’s normal workdays shall be Monday through Saturday, provided however, unless otherwise agreed by the Town, no deliveries shall be permitted to enter or exit the SIR Encroachment after 8:00AM on Saturday (Agreement ¶ 4. D.).
- Other than for construction of the left hand turn lane, concrete pours and emergency work (incidents requiring urgent response to mitigate damage to the site or surrounding environment) no Construction Traffic is permitted to use the

Easement during periods of darkness (Agreement ¶ 4. E.) or on any Town Holiday (Agreement ¶ 4. G.). Concrete pours will be coordinated by the Traffic Supervisor and the Town and will take place during “non-peak hours” as defined in the Traffic Impact Analysis of August 23, 2018 (Agreement ¶ 4. F.).

- When traffic on SIR is of particular concern (e.g., the Bill Fish Tournament) Balfour shall make reasonable accommodation for such traffic (Agreement ¶ 4. H.). No Construction Traffic will be permitted to use the Encroachment during the PGA tournament (Agreement ¶ 4. N.).
- Balfour is to keep SIR in the vicinity of the Encroachment clean of dirt and debris (Agreement ¶ 4. M.).
- It is anticipated that the Bicycle Path in the vicinity of the Encroachment will be reconfigured to improve safety for users of the Bicycle Path (Agreement ¶ 5.). The current Bicycle Path is to remain functional until the reconfiguration is ready for use (Agreement ¶ 5. A.). At all times when construction traffic is either present or anticipated, Balfour will station two (2) certified flagmen at either side of the Encroachment where it intersects with the Bicycle Path (Agreement ¶ 5. B.). Balfour is to install a warning surface to caution users of the Bicycle Path of the possibility of approaching traffic (Agreement ¶ 5. C.) and keep the Bicycle Path in the vicinity of the Encroachment in good repair and clean from debris (Agreement ¶ 5. D.).

Remedies

- At the cost and expense of Atlantic, the Town will retain a civil engineering firm to do a pre and post examination of SIR to determine the extent, if any, of any damage caused by the Construction Traffic (Agreement ¶ 6.). Atlantic and the Developer will be responsible for the cost of repair of any damage, unless they can prove to an expert retained by the Town that the Construction Traffic did not cause the identified damage. Atlantic and the Developer will post financial security in the form of a \$150,000 bond to pay for the cost of repair.
- Atlantic, the Developer and Balfour are responsible for any violation either of the terms of the Agreement or any stipulation contained in the TTCP (Agreement ¶ 8.). The first violation of certain provisions of the Agreement will result in a warning only. The second violation of those provisions and the first violation of any other provision of the Agreement or of the TTCP or any Town ordinance will result in a fine of up to \$500 as provided for in the Town’s ordinances. Atlantic,

the Developer or Balfour may contest any assessed fine before the Town's judge, and in the event of an adverse decision may appeal to the Court of Common Pleas. Three (3) violations of the same provision of the Agreement, the TTCP or any Town ordinance, twelve (12) violations of either the Agreement or the TTCP in any rolling twelve (12) month period, any violation which results in personal injury or property damage of other than a de minimis nature, or failure to pay any fine may, in the sole discretion of the Town, result in revocation of the Encroachment.

- In order to monitor compliance with the terms of the Settlement Agreement and TTCP, Atlantic will reimburse the Town for its cost of equipment to monitor the Construction Traffic utilizing the Encroachment to enter the construction site (Agreement ¶ 9.).

Survival of Rights & Remedies

- The rights and obligations of the parties set forth in paragraph 8 of the Agreement (right to revoke the Encroachment) and any other provision of the Agreement which is intended to survive termination or expiration of the Agreement by its express terms or nature and context will so survive termination or expiration of the Agreement and construction of the SLF (Agreement ¶ 15.). The Town's adoption of the Agreement by ordinance enables enforcement of terms of the Agreement as a violation of a Town ordinance.

WHEREAS, Atlantic took exceptions to each of the nine conditions imposed by the Planning Commission and on October 19, 2018, filed a Notice of Appeal in the Charleston County Court of Common Pleas against the Town and its Planning Commission pursuant to S.C. Code Ann. § 6-29-1150(D)(1); and

WHEREAS, On January 24, 2019, at a Pre-Litigation Mediation pursuant to S.C. Code Ann. § 6-29-1155, the parties hereto entered into a Memorandum of Understanding which sets forth in general terms the resolution of the parties with respect to Atlantic's objection to the conditions imposed by the Planning Commission; and

WHEREAS, this Settlement Agreement ("Agreement") sets forth the terms and conditions on which the Town will grant and Atlantic will accept an encroachment permit.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and conditions contained herein, the signatories to this Agreement agree as follows:

1. Within thirty (30) days from the date of the execution hereof, and at the sole cost and expense of Atlantic, the Town shall retain the Reveer Group, or such other consultant (under the direct charge of and sealed by a registered South Carolina Professional Engineer with expertise in traffic engineering) as shall be agreed to by the parties (the "Consultant"), to prepare a traffic impact analysis ("TIA") which shall quantify both existing traffic patterns and levels on SIR, together with the anticipated amount of traffic which will enter and leave the Construction Site ("Construction Traffic") during the construction of the SLF. The TIA shall identify the number and type of vehicles for each phase of the construction process. Atlantic will reimburse the Town for its cost and expense of retaining the Consultant within thirty (30) days of the Town's submission of an invoice therefore.

Based on the TIA, the Consultant shall prepare a Temporary Traffic Control Plan ("TTCP") which shall evaluate the potential impacts of the construction of the SLF on the traffic conditions on SIR and identify the means (in addition to those set forth herein) to mitigate such impacts and prescribe such measures as it deems reasonably necessary for the safety of users of the Bicycle Path (as that term is defined herein). The study area of the TTCP shall include both the intersection of SIR and the Encroachment, and the Kiawah-Seabrook Circle. The analysis should include a level of service ("LOS") (as that term is defined in the Transportation Research Board's Highway Capacity Manual (HCM 2000), Fourth Edition) determination for all approaches and traffic movements. The TTCP shall consider daily and seasonal variations in the amount of traffic on SIR. The TTCP shall specify those measures which BB, Atlantic and the Developer shall be required to take to ensure that during the construction period: (i) traffic on SIR traveling from the Kiawah-Seabrook Circle in the direction of the Seabrook Island Property Owners Association gate is not impaired by Construction Traffic in any significant manner, (ii) Construction Traffic exiting the Construction Site through the Encroachment

does not cause the AM or PM Peak Hour delay at any approach to the Kiawah-Seabrook Circle (as identified in Table 2 of the Thomas & Hutton Traffic Impact Analysis signed on August 23, 2018) to increase by more than two (2) seconds, and (iii) traffic moving on SIR in either direction, including traffic moving around the Kiawah-Seabrook Circle, is able to do so in a safe and efficient manner. The TTCP shall also determine acceptable gap acceptance times (which shall be expressed in number of feet) such that traffic on SIR traveling in the direction of the Kiawah-Seabrook Circle will not have to slow down to accommodate Construction Traffic which is turning right out of or left into the Encroachment and which must yield to oncoming traffic. The gap acceptance time shall be based on the largest vehicle type anticipated to be used in any phase of the construction process as identified in the TIA. The TTCP shall identify those measures as the Consultant may deem necessary or appropriate which will be necessary for BB to implement to address the safety of pedestrian and bicycle users of the bicycle and pedestrian path (“Bicycle Path”).¹

- A. BB shall provide the Consultant with its best estimate of the number and type of vehicles which will be used in the construction of the SLF by construction phase and such other information and documentation as the Consultant shall deem reasonably necessary for it to complete the TIA and TTCP in a prompt and professional manner.
- B. The TTCP shall be completed, and to the extent applicable, the traffic control measures identified therein implemented prior to the use of the Easement for Construction Traffic.
- C. Atlantic, the Developer and BB shall each, as identified herein, implement and adhere to the stipulations contained in this Agreement and in the TTCP.
- D. If the Consultant concludes in the TTCP that it will be necessary to place a limit on the number of construction vehicles which may enter the Construction Site through the Encroachment on a daily basis in order to ensure that the LOS at the intersection of the Encroachment and SIR is not significantly less than the current LOS , then BB shall limit the number of vehicles entering the Construction Site on a daily basis accordingly.
- E. The Consultant shall consider whether it is necessary to include in the TTCP a requirement for one or more flag persons on SIR, in addition to those provided for elsewhere herein.
- F. The Consultant shall, at Atlantic’s cost and expense, periodically review the effectiveness of the TTCP together with any complaints or concerns the Town

¹ When used in this Agreement, unless stated to the contrary, (“Bicycle Path”) shall refer to the existing or redesigned path.

may have received from its residents regarding their interaction with Construction Traffic. Based upon such review, and after consultation with both the Town and Atlantic, BB, or the Developer as appropriate, the Consultant shall make such modifications to the TTCP as it shall in its sole and professional judgment deem appropriate. Such modifications shall be implemented as promptly as is reasonably practicable by the Developer and BB as may be required of each.

2. BB shall appoint Tim Spano as the traffic supervisor (“Traffic Supervisor”) for the SLF construction project. The Traffic Supervisor’s responsibilities shall include:
 - A. Implementing all of the stipulations imposed upon the Developer and BB as set forth in this Agreement and in the TTCP.
 - B. Serving as liaison to the Town with respect to all Construction Traffic issues, and in that regard shall be available both for regular meetings in person with the Town and with the Town by telephone on a 24 / 7 basis.
 - C. With the Town Administrator prior to the start of construction, meet with the Charleston County Sheriff’s Office, St. Johns Fire Department and Charleston County EMS to develop contingency plans acceptable to each of these agencies to ensure that during the construction of the SLF, each agency will have uninterrupted access to and exit from the Town in the event of an emergency.
 - D. No later than noon on each Friday afternoon during the construction period, providing the Town with written updates on the scheduled work, and scheduled deliveries to the SLF for the following week and any potential SIR traffic impacts thereof.
 - E. As soon as reasonably practical, advising the Town of any incident or condition which has occurred on SIR or Bicycle Path in the vicinity of the Encroachment that may impair vehicle traffic on SIR or bicycle or pedestrian traffic using the Bicycle Path.
 - F. Assisting the Town in the preparation of periodic public information statements.

Traffic Supervisor shall at all time remain fully responsible for the discharge of the requirement of subparagraphs A through F, of this paragraph 2. Mr. Spano may temporarily delegate such responsibility to other BB supervisory personnel in those instances when Mr. Spano is not physically present on the project. Prior to such delegation of responsibility, Mr. Spano shall ensure that the BB supervisory personnel to whom the responsibility has been delegated is both fully informed of the provisions herein and the TTCP and fully capable of implementing its specific requirements. Prior to use of the Encroachment for Construction Traffic, Mr. Spano shall provide the Town Administrator with the names and cell phone numbers of no more than three (3)

supervisory personnel whom BB designates as delegates of Mr. Spano for purposes of his role as Traffic Supervisor, all of whom would have the qualifications required by the Agreement who will perform the role in those instances where Mr. Spano is not on site. Mr. Spano will identify such supervisory personnel in order as his primary, secondary, and tertiary designates, and will update the names and cell phone numbers of BB's delegates from time to time as required. If BB replaces Mr. Spano (or any successor to Mr. Spano) for any reason prior to the issuance of a Certificate of Occupancy for the SLF, it shall, within five (5) business days, appoint a successor Traffic Supervisor who shall be certified as a traffic supervisor by the American Traffic Safety Services Association ("ATSSA") or other organization recognized by the SCDOT as providers of work zone traffic control training. The name and 24/7 contact information of the successor Traffic Supervisor shall be promptly provided to the Town by BB.

3. Prior to the use of the Encroachment for Construction Traffic, BB will construct all off site road improvements on SIR leading to the SLF ("Improvement to SIR"). The Improvement to SIR shall be constructed as described in Atlantic's revised application and Final Plans² received by the Town on August 24, 2018 and as otherwise required by applicable statutes, regulations and this Agreement. Work on the Improvement to SIR will be completed within ninety (90) days after BB has first mobilized to perform the Improvement to SIR. BB shall notify the Town as soon as reasonably practicable that it has mobilized to perform the Improvement to SIR.
 - A. All work done on the Improvement to SIR shall be performed during non-peak hours on SIR as identified in the Traffic Impact Analysis prepared by Thomas & Hutton as revised in August 23, 2018 ("Non-Peak Hours").
 - B. All work on the Improvement to SIR shall be coordinated in advance with the Town.
 - C. At all times during the work on the Improvement to SIR, BB shall station a dedicated ATSSA certified flag person at the Improvement to SIR to control inbound traffic from Betsy Kerrison Parkway, and as required outbound SIR traffic heading toward the Kiawah Seabrook Circle. Should it become necessary during the work on the Improvement to SIR to close one lane, the appropriate number of flag persons shall be stationed so as to be in a position to effectively monitor and control oncoming traffic.

² "Final Plans" shall mean the plans prepared by Thomas & Hutton dated August 7, 2018 and reviewed and conditionally approved by the Planning Commission on 10/3/2018 (Ex 1 – General Layout and Ex 2 – Staking and Signage Plan).

- D. Following completion of the construction of the Improvement to SIR, BB will repair, at its sole cost and expense, any damage to SIR caused by the work thereon and identified by the Town.
4. In addition to any of the conditions or stipulations which may be identified in the TTCP, Atlantic, the Developer and BB shall each, as may be applicable to them, implement and adhere to the following traffic control measures with respect to Construction Traffic entering to and exiting from the Construction Site through the Encroachment:
- A. Access of Construction Traffic to the Construction Site by means of the Encroachment shall be limited to vehicles with three (3) or more axles which, for this purpose, shall include two axle vehicles towing a trailer. All two-axle vehicles must enter the Construction Site through Freshfields Village. All suppliers of materials to the Construction Site will be advised by BB in advance of any delivery and in writing of all of the requirements in this Paragraph 4.
- B. In order to appropriately and uniformly spread the arrival times of Construction Traffic using the Encroachment, vehicles authorized by Paragraph 4A to enter the Encroachment will arrive at the Encroachment at intervals no closer than ten (10) minutes apart. As the traffic patterns of the various roads leading to the Construction Site are difficult to predict, the Town agrees it is appropriate to provide arriving Construction Traffic a degree of leeway. Accordingly, infrequent (which for this purpose shall mean five percent (5%) of the Construction Traffic utilizing the Encroachment as contemplated by Paragraphs 4A and 4B in any Monday through Saturday period) deviations of no more than two (2) minutes from the prescribed ten (10) minute interval shall not be considered violations for purposes of this Paragraph. BB will at all relevant times be in telephone communication with truck dispatchers to coordinate the arrival time limitation set forth in this Paragraph 4B. Suppliers must be instructed to contact the Traffic Supervisor in advance of arrival for instructions to ensure appropriate arrival times. Should there be a delay in delivery, the oncoming supplier should be directed by the Traffic Supervisor to delay its anticipated arrival time. Violation of the arrival time limitation may cause vehicles to back-up or “stack” either entering or exiting the Encroachment. BB shall undertake reasonable efforts to avoid a “stacking” of vehicles entering or exiting the Encroachment which shall include setting aside an area (i) within the Construction Site where vehicles exiting the Encroachment and (ii) use of an area north of the Freshfield’s traffic circle where vehicles entering the Encroachment may temporarily park if BB were to secure such a location.
- C. BB shall employ appropriate traffic control procedures to implement the GAP acceptance times identified in the TTCP for Construction Traffic turning left into or right out of the Construction Site through the Encroachment. Such traffic

control procedures shall include construction of appropriate visual indications (“GAP Markers”) at the distances indicated in the TTCP, so that drivers entering or exiting the Construction Site are able to determine when it is both safe and appropriate for them to do so such that oncoming SIR traffic will not have to slow down. The GAP Markers shall be constructed so that they are clearly visible to drivers operating vehicles entering and exiting the Construction Site through the Encroachment. Exiting traffic must come to a complete stop at the intersection of SIR and the Encroachment and yield to oncoming SIR traffic. Construction Traffic may not enter SIR when SIR traffic traveling in the direction of the Kiawah-Seabrook Circle has passed the GAP Marker. All suppliers and drivers delivering materials to the Construction Site shall be periodically reminded of the location of and requirement to adhere to the GAP Markers. The specific location, design and color of the GAP Markers must be in accordance with the recommendations in the TTCP.

- D. BB’s normal work week shall be Monday through Saturday. The Town understands that in unusual and limited circumstances deliveries may be required to be made on Saturdays. Unless requested by BB and agreed to in advance and in writing by the Town (which shall only be agreed under unusual and limited circumstances), no deliveries shall be permitted to enter or exit the Construction Site through the Encroachment after 8:00 AM on Saturdays or at any time on Sundays.
- E. Other than for (i) construction of the proposed Improvement to SIR, (ii) concrete pours, (iii) Special Need work (as defined below), and (iv) any other work as may be approved by the Town in advanced in writing, no Construction Traffic shall be permitted to use the Encroachment during periods of darkness, which shall be defined for this purpose as any time from one-half hour after sunset to one half hour prior to sunrise. The term “Special Need” shall be defined as that work which is reasonably and necessarily required to address immediate fire or electrical hazards, plumbing leaks or other conditions requiring immediate attention, the delay of which would cause risk to life or health or significant damage to property. During all of the work described in (i) through (iv) of this subparagraph E, ATSSA certified flag-persons shall be appropriately stationed, and traffic control measures shall be appropriately implemented to maximize the safety of SIR vehicular traffic and pedestrians and bicyclists using the Bike Path.
- F. All concrete pours will be coordinated by the Traffic Supervisor at least twenty-four (24) hours in advance with the Town and will take place during Non-Peak Hours. As stated in subparagraph E, these concrete pours may occur during periods of darkness.

- G. Other than for Special Need work, Construction Traffic shall not be permitted to utilize the Encroachment on any Town Holiday. To the extent reasonably practical, all Special Need work shall be coordinated by the Traffic Supervisor with the Town in advance. Where any recognized Town holiday falls on either a Monday or Friday, except for Special Need work, Construction Traffic shall not be permitted to enter the Construction Site through the Encroachment on the holiday itself, and in the case of holidays falling on a Monday, on the immediately preceding Friday, and in the case of holidays falling on a Friday, the immediately following Monday.
- H. On any other day where anticipated traffic volumes on SIR are of a particular concern to the Town (e.g., the Bohicket Marina Bill Fish Tournament), the Town shall provide reasonable advance notice to BB in order that accommodations therefore may be made. Such accommodations shall be timely communicated to the Town Administrator.
- I. Other than for Special Need work, no Construction Traffic shall be permitted on SIR on any day when the Town Administrator has determined, and so notifies BB, that the surface thereof has become hazardous on account of weather conditions or when the Governor has declared a state of emergency for areas including either Kiawah Island or Seabrook Island.
- J. In addition to adherence to all of the stipulations set forth in the TTCP and this Agreement, entrance to and exit from the Construction Site through the Encroachment by vehicles required to carry Hazardous Material Administration hazardous material placards shall require 24 hours advanced notice to and coordination with the Town.
- K. Other than construction vehicles and equipment necessary for construction of the Improvement to SIR, no parking shall be allowed on SIR or the shoulder thereof.
- L. All Construction Traffic signs will conform to the requirements of the South Carolina Department of Transportation Procedures and Guidelines for Work Zone Traffic Control Design and shall conform to the recommendations in the TTCP.
- M. BB shall, on a basis no less frequently than daily, keep SIR in the immediate vicinity of the Encroachment clean of dirt and debris from the Construction Site and remove any dirt and debris from SIR which has been deposited by vehicles entering or exiting the Construction Site through the Encroachment.
- N. It is anticipated that the Professional Golf Association Championship will be played at Kiawah Island's Ocean Course in late May of 2021. It is likewise anticipated that the Kiawah Island Golf Resort will request an encroachment permit from the Town to allow for parking for the tournament. If the Town grants

such encroachment permit, the Encroachment shall not be used for Construction Traffic during the week (Monday through Sunday) the championship is being played.

5. It is the intent of the Developer to relocate and redesign that portion of the Bicycle Path which is the subject of the Grant of Non-Exclusive Easement between Atlantic and the Town dated February 28, 2008 ("Easement").
 - A. BB shall ensure that the existing Bicycle Path in the immediate vicinity of the Encroachment remains functional and operational until the redesigned and relocated Bicycle Path has been constructed and is available for use by the general public.
 - B. At all times when Construction Traffic is either present or anticipated on SIR, BB shall station two (2) flag-persons (each ATSSA certified), one (1) on either side of the Encroachment where the Encroachment crosses the Bicycle Path to ensure that pedestrian and bicycle traffic is protected. The flag persons shall be advised on a periodic basis that the Bicycle Path is frequently used by vulnerable users such as children, the elderly, handicapped individuals, and visitors and that they are to exercise caution accordingly.
 - C. BB will install a warning surface (e.g., rumble strips) on the Bicycle Path in order to alert the users thereof to the possibility of approaching traffic.
 - D. BB shall maintain the Bicycle Path in the immediate vicinity of the Encroachment free and clear of dirt, loose gravel and construction debris.
 - E. BB shall at all times maintain the Bicycle Path in the immediate vicinity of the Encroachment in good condition and repair. Any condition which may present an impediment or potential safety hazard to users of the Bicycle Path shall be immediately repaired by BB.

6. At the sole cost and expense of Atlantic, the Town will select a civil engineering firm to conduct pre and post construction analysis of SIR to determine the extent, if any, of damage to SIR from the Kiawah-Seabrook Circle to the Encroachment caused as consequence of the Construction Traffic (the "Damage"). For this purpose, the term Damage shall be interpreted in its broadest sense and shall include, but not be limited to, damage to the road's surface, subsurface and drainage facilities. The post-construction analysis, if any, shall be initiated within fifteen (15) business days after BB notifies the Town and the Developer under the construction contract that the SLF is substantially complete and shall be completed as promptly as is reasonably practicable. Copies of the analysis shall be provided to BB, Atlantic and the Developer. Atlantic will pay the cost

and expense of the civil engineering firm within thirty (30) days of being invoiced by the Town therefore.

7. Atlantic and / or the Developer will be responsible for any Damage to SIR caused as a consequence of the Construction Traffic. For this purpose, any degradation in the condition of the road identified in the pre and post construction analysis shall be presumed to have resulted as a consequence of the Construction Traffic, unless Atlantic or Developer demonstrates to the satisfaction of the [insert name of independent engineer or other qualified expert] that the cause of the Damage was not the consequence of the Construction Traffic. Atlantic will post financial security to ensure the repair of any Damage. Such financial security shall be in the form of a surety bond, letter of credit (issued by a commercial bank with a Standard & Poor's credit rating of AA or better, drawable at a bank office in Charleston, South Carolina and otherwise on terms and conditions reasonably acceptable to the Town) or cash bond. The financial security shall be in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00).
8. BB shall be responsible for any violation of the TTCP, any of the terms of this Agreement or any applicable Town ordinance committed by either it, its contractors, subcontractors, independent contractors or suppliers as the case may be. The Town shall provide Atlantic, the Developer and BB (each hereinafter sometimes referred to as a "Notified Party", or collectively the "Notified Parties") with written notice of any violation of the terms hereof by any of them of the TTCP, applicable Town ordinances, or any provision of this Agreement. The first violation of any of subparagraphs 4(A), 4(B), 4(C), 4(E), 4(F), 4(J), 4(K) or 5(D) hereof shall not result in a fine, but a warning notice only. The Town shall send BB a notice of violation for the second and all subsequent violations of each of Subparagraphs 4(A), 4(B), 4(C), 4(E), 4(F), 4(J), 4(K) or 5(D) hereof, all violations of any of the other terms hereof, the TTCP or the applicable Town ordinance(s) shall be punished by a fine of up to Five Hundred Dollars (\$500.00) in the discretion of the Town judge as provided for in Section 1-7 of the Town's ordinance. Each such violation shall be considered a separate offense and other than the Town's right to revoke the Encroachment as set forth in the following Subparagraph 8(A) below, the Town shall have no other penalty or remedy for any such violation. The written notice of violation referenced in this Paragraph 8 shall include a statement that the Notified Party may contest the violation and request a hearing (which shall be conducted following the usual and customary procedures and rules of the Town's municipal court for conducting the court's business) at the next regularly scheduled session of the Municipal Court of the Town before the judge of the Municipal Court by filing a written notices thereof with the Town Administrator copied to the Town within thirty (30) days following its receipt of the written notice of violation. In the event of a decision by the municipal judge adverse to a Notified Party, such Notified Party shall have the right to appeal from the sentence or judgment of the municipal court to the Charleston County court of common pleas. Notice of the intention to appeal, setting forth the grounds for

appeal, shall be given in writing and served on the municipal judge or the municipal court clerk within ten (10) days after the judgment is rendered, or the appeal shall be deemed waived. The procedures set forth in Chapter 10 of the Town's municipal code shall apply to any such appeal.

(A) Three (3) violations within any three-month period of the same provision of either the TTCP, this Agreement, or any Town ordinance; (B) twelve (12) violations of the TTCP or the terms hereof in any twelve (12) consecutive month period; (C) any violation of the TTCP, this Agreement or the Town ordinance which solely results in personal injury or property damage of other than that of a de minimis nature or; (D) failure to pay an uncontested fine or fine levied by the Municipal Court of the Town on a timely basis may, in the sole discretion of the Town, result in revocation of the Encroachment; provided, however, if a Notified Party has appealed any adverse decision of the judge of the Municipal Court finding that a Notified Party has violated any provision of this Agreement, the TTCP or applicable Town Ordinance, then for purposes of this Section 8(A), a violation shall be deemed not to have occurred until the Notified Party has exhausted its right of appeal with respect thereto and the decision of the judge of the Municipal Court has been upheld.

For purposes of this Agreement, Atlantic, the Developer and BB each consents to be subject to the jurisdiction of the Town and acknowledges that the provisions of this Paragraph 8 shall be incorporated into an ordinance adopted by the Town.

9. In order to provide the Town with a capability to monitor the parties' compliance with the TTCP and the terms of this Agreement, Atlantic shall reimburse the Town for its purchase of equipment to monitor traffic entering and leaving the construction site through the Encroachment. Such equipment shall be capable of recording both the number of vehicles utilizing the Encroachment and the date and arrival times thereof. Atlantic shall also reimburse the Town for its purchase of a "door bell" type camera capable of recording discernable images of the arrival and departure of Construction Traffic entering and exiting the Construction Site through the Encroachment.
10. Conditions 2-9 as set forth in the Notice of Conditional Approval dated October 5, 2018 ("Notice") shall be revised and agreed to as follows:
 - A. Condition 2 of the Notice shall be revised to read as follows: "Atlantic, the Developer and their respective successors and assigns each agree to comply with all of the provisions, terms, conditions and restrictions set forth in Atlantic's July 16, 2018 Application for Encroachment Permit and the terms of this Settlement Agreement and each agree to inform their members, agents, contractors, sub-contractors as well as any person or entity utilizing the Encroachment of Such terms, conditions and restriction and the need to comply therewith. Copies of

such terms and restrictions shall be provided by Atlantic to BB and to all other persons or entities utilizing this Encroachment.”

- B. Condition 3 of the Notice shall be revised to read as follows: “Atlantic and the Developer, their assigns and successors, warrant that they will pay any and all expenses incurred by the Town as a result of expenses incurred or damages suffered by the Town and/or its residents as a result of increased storm water runoff from the SLF. Final storm water plans for the improvement within the SIR right of way shall be subject to review and approval by the Town prior to the commencement of construction activities, such approval not to be unreasonably withheld if Atlantic’s NPDES permit is reviewed and approved by SCDHEC.”
- C. Condition 4 of the Notice shall be revised to read as follows: “Atlantic, the Developer and their successors or assigns, assumes full responsibility for any accidents to persons or damage to property, including the street or road, that are caused or alleged to be caused by the construction, maintenance, use, moving, or removing of the Encroachment contemplated herein, and each agrees to indemnify and defend (with attorneys reasonably acceptable to the Town) the Town for any liability incurred or injury or damage sustained by it, together with reasonable attorneys’ fees.”
- D. Condition 5 of the Notice shall be revised to read as follows: “The Grant of Non-Exclusive Easement dated February 28, 2008 wherein Atlantic granted the Town, a “Bike and Pedestrian Easement” is hereby amended by deleting therefrom paragraph 3 in its entirety, and renumbering the following paragraphs accordingly. All other terms and conditions of such grant of easement are hereby ratified and confirmed. Nothing in this condition or the request therefore, shall be construed as a waiver of any of the immunities granted to the Town under the South Carolina Tort Claims Act. Prior to the construction of the relocated Bicycle Path, Atlantic shall grant and the Town shall accept a grant of non-exclusive easement for the relocated Bicycle Path on the same terms and conditions as the previously granted easement as modified herein.”
- E. Condition 6 of the Notice shall be revised to read as follows: “Promptly following the execution hereof, the parties will meet with John Tarkaney to get his recommendation regarding the Developer’s mitigation of the trees required to be removed to construct the entrance to the SLF. Prior to the commencement of any work on the Improvement to SIR, the Town and the Developer shall agree upon and execute a mitigation plan for the trees that shall be removed to construct the new entrance. All new trees provided for in the mitigation plan shall be planted before Atlantic or BRP Kiawah, LLC receive a certificate of occupancy from the Town of Kiawah.” Any cost or expense associated with Mr. Tarkaney’s services shall be borne by Atlantic.

- F. Condition 7 of the Notice shall be revised to read as follows: “Applicant and the Developer, their members, successors and assigns, warrant that during the construction phase they will keep the surface for the portions of the Bicycle Path in the vicinity of the Encroachment in good condition and repair. Once the SLF is operational, the Developer, its successors and assigns shall be responsible for the maintenance and repair of the Bicycle Path at the intersection of the Encroachment and the Bicycle Path.”
- G. Condition 8 of the Notice is revised to read as follows: “The Developer and Atlantic shall select and locate permanent vehicular and bicycle traffic signage associated with the SIR entrance to the SLF at the sole expense of Atlantic and the Developer. The design and color of such signage shall, to the extent not inconsistent with applicable law, rule or regulation, comply with the sign ordinances of the Town. The size and color of all permanent signs posted on SIR and in the immediate vicinity of the Bicycle Path shall be consistent with other signs currently posted by the Town in these areas.” The location, materials and design of all temporary and permanent signs posted on SIR and the Bicycle Path shall conform to the recommendations in the TTCP. BB will install such temporary traffic control signs on SIR and the Bicycle Path as may be required by the South Carolina Procedures and Guidelines for Work Zone Traffic Control Design and as recommended in the TTCP. The size and color of all permanent signs posted on SIR and the Bicycle Path shall be consistent with other signs posted by the Town in these areas.
- H. Condition 9 of the Notice is deleted in its entirety, and in lieu thereof, Atlantic and the Developer, for themselves, their respective members, successors and assigns each confirm the applicability of condition 2 of the Atlantic application dated July 16, 2018.³
11. This Agreement shall be construed as if each party played an equal role in its drafting and no preference or rule of construction shall be held against any party as the drafting party of the Agreement. All parties shall be responsible for their own costs and attorneys’ fees in settlement of case number: 2018-CP-10-05041.
12. This Agreement was brought before Town Council for the Town of Seabrook Island on _____ for approval pursuant to S.C. Code Ann. § 6-29-1155. By vote of _____, Town Council approved this Settlement Agreement and authorized the Mayor to execute it.
13. In accordance with S.C. Code Ann. § 6-29-1155(G), this Agreement will be reviewed and approved by a Circuit Court Judge for the Ninth Judicial Circuit, and found to have a

³ A copy of this condition is attached and incorporated by reference as Exhibit A.

rational basis in accordance with the standards of S.C. Code Ann. § 6-29-310, et seq before it shall be binding on the signatories.

- 14. The Applicant, Atlantic Partners II LLC, the general contractor, Balfour Beatty Construction, LLC (“BB”) and the Developer, BRP Kiawah, LLC, as well as the Town, enter into this Agreement freely and voluntarily. In that each of the above-referenced parties has obligations and responsibilities under this Agreement, each shall be a signatory to and bound by its terms and conditions that specifically apply to them as well as the order of Circuit Court. Each will enter into a consent motion seeking the issuance of an order approving this Agreement and their respective obligations hereunder.
- 15. The rights and obligations of the parties as set forth in Paragraph 8, and any right or obligation of the parties set forth in this Agreement which either by its express terms or nature and context is intended to survive termination or expiration of this Agreement and construction of the proposed SLF, will survive any such termination or expiration and construction.
- 16. All required notices shall be provided in writing sent via US Mail and email as follow:

Town of Seabrook Island:

Town Administrator Joseph Cronin (jcronin@townofseabrookisland.org)

Mailing Address:

2001 Seabrook Island Road
Seabrook Island, SC 29455

With a courtesy copy via US Mail and email

Stephen L. Brown (sbrown@ycrlaw.com)
Attorney for the Town of Seabrook Island

Mailing Address:

25 Calhoun Street, Suite 400
Charleston, SC 29401

Atlantic Partners II LLC:

Balfour Beatty Construction, LLC:

BRP Kiawah, LLC

A copy of this Agreement shall be provided to the Town of Kiawah Island’s Administrator and Mayor upon its final approval.

WHEREFORE, the parties have agreed to the terms and conditions set forth above, have acknowledged each person executing this Settlement Agreement has full authority to do so and have set their signatures on the date(s) noted below.

WITNESS

Town of Seabrook Island
By: Ronald J. Ciancio
Its: Mayor
Date: _____

WITNESS

Balfour Beatty Construction, LLC
By: _____
Its: _____
Date: _____

WITNESS

Atlantic Partners II, LLC
By: _____
Its: _____
Date: _____

WITNESS

BRP Kiawah, LLC
By: _____

Its: _____
Date: _____

SIGN PERMIT APPLICATION

Applicant Name: SIPOA Phone: 843-768.0061

Street: 1202 Landfall Way

City: Johns Island State: SC Zip: 29455

Sign Location: Opposite 2200 SI-12d (Gatehouse), right side, inbound in Right of Way

Type of Sign: Temporary () Permanent (X)

If temporary, date to be displayed: _____ Removed: _____

Comments: Community Message Board inside gate entry near barcode lane.

No advertising messages. This is to replace the message board removed when new Gatehouse was constructed. 10.2 x on 6x6 posts (2) painted Seabrook Island Grey

All Sign Applications Must be Accompanied by:

1. A working drawing, depicting the proposed sign or awning, including colors. A plan drawing showing fonts and sizes of letters and specifications for the sign, including material to be used, details of construction and method of attachment of sign to the building or the ground. All lettering shall be proportioned in size to the size of the sign erected, except in the case of window and entry door signs, whose letters shall not, under any circumstances, exceed five (5) inches in height. No neon, dayglow or similar tint will be permitted on any sign, nor shall a sign be permitted to display colors that may be confusing to emergency equipment operators. Company logos may be used provided the Zoning Administrator determines their use is acceptable according to the Town's ordinances. Similar information, as appropriate, is submitted with awning permit applications.
2. Written consent of the owner of the building, structure or land to which, or on which, the sign is to be erected.
3. An illustration of the proposed sign and a colored photograph(s) of the area and, if applicable, the building façade upon which the proposed sign is to be erected shall be submitted with each sign application, showing in detail the physical conditions within the sign area, as well as the facades of adjoining buildings.

Applicants Signature: Deborah Paton Date: 8/16/19

Zoning Administrator: _____ Date: _____

Fee Schedule:

\$10.00 for wall signs Five (5) square feet or less.

\$25.00 per wall or ground sign over Five (5) square feet

\$10.00 per sign for structural repair.

\$25.00 per awning or canopy

SIGN PERMIT APPLICATION

Applicant Name: SUPA Phone: 843-768-0061

Street: 1202 Landfall Way

City: Johns Island State: SC Zip: 29465

Sign Location: Opposite 2200 S.I. Rd (Gatehouse) between road + Bike Path
outbound in right of way

Type of Sign: Temporary () Permanent (X)

If temporary, date to be displayed: _____ Removed: _____

Comments: Community message Board in right of way near outbound lane +
bike path. Includes 2.1' radar sign (same model as the sign at Racquet Club)
No advertising messages. On 2 '6x6' posts painted Seabrook Island Grey.
Wood frame around radar sign

All Sign Applications Must be Accompanied by:

1. A working drawing, depicting the proposed sign or awning, including colors. A plan drawing showing fonts and sizes of letters and specifications for the sign, including material to be used, details of construction and method of attachment of sign to the building or the ground. All lettering shall be proportioned in size to the size of the sign erected, except in the case of window and entry door signs, whose letters shall not, under any circumstances, exceed five (5) inches in height. No neon, dayglow or similar tint will be permitted on any sign, nor shall a sign be permitted to display colors that may be confusing to emergency equipment operators. Company logos may be used provided the Zoning Administrator determines their use is acceptable according to the Town's ordinances. Similar information, as appropriate, is submitted with awning permit applications.
2. Written consent of the owner of the building, structure or land to which, or on which, the sign is to be erected.
3. An illustration of the proposed sign and a colored photograph(s) of the area and, if applicable, the building façade upon which the proposed sign is to be erected shall be submitted with each sign application, showing in detail the physical conditions within the sign area, as well as the facades of adjoining buildings.

Applicants Signature: [Signature] Date: 8/16/19

Zoning Administrator: _____ Date: _____

Fee Schedule:

- \$10.00 for wall signs Five (5) square feet or less.
- \$25.00 per wall or ground sign over Five (5) square feet
- \$10.00 per sign for structural repair.
- \$25.00 per awning or canopy

SXOBH-55-XTR

55" Outdoor Waterproof Sunlight Readable LCD Monitor/TV



- 2,500 Nits Brightness, and Optically Bonded, For Use in Direct Sunlight
- IP 68/NEMA 6 Fully-Sealed Enclosure
- Full HD Resolution: 1920 x 1080 (1080p/60)
- Maintenance-Free: No Vents, Fans or Filters
- Ambient Light Sensor Adjusts Screen Brightness Automatically
- Anti-Reflective, Impact-Resistant Safety Glass, Rated IK10
- Remote Diagnostics (SNMP Protocol)
- Auto Re-Start After Power Loss
- Built-in TV Tuner
- 12 VDC and 5 VDC Power Outputs
- KeyLock Function
- Made in USA

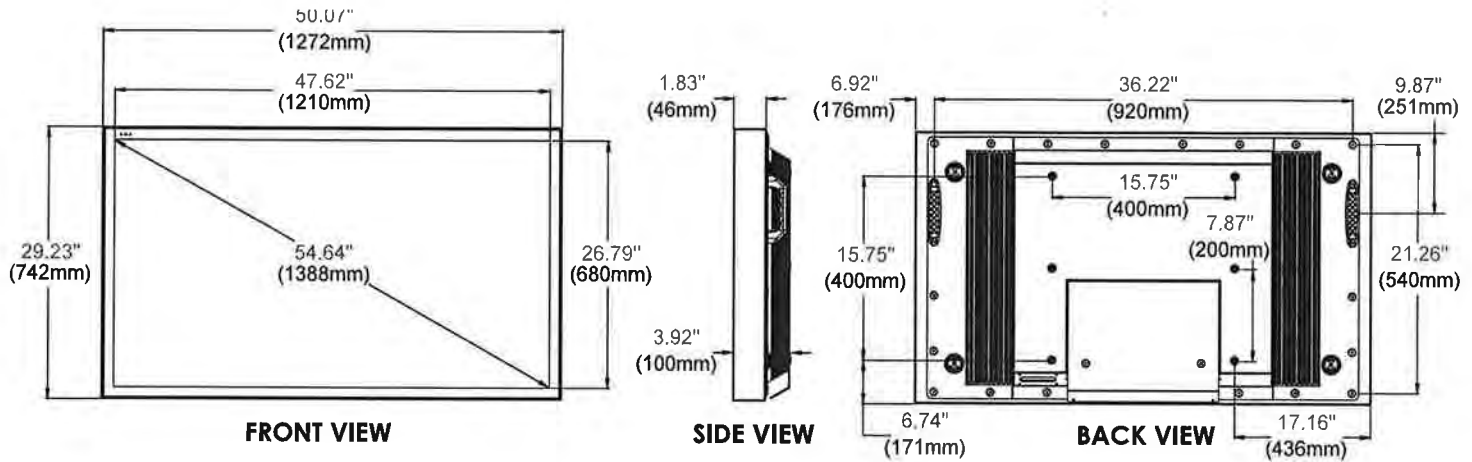
The SXOBH-55-XTR Sunlight Readable Waterproof LCD monitor/TV represents the most advanced technology available today. The Optically Bonded high-brightness (2,500 nits) screen enables users to see clear, sharp video images even with bright sunlight directly on the screen. The Anti-Reflective, UV-protective 5mm safety glass reduces glare and reflections while protecting the screen.

The SXOBH-55-XTR features a fully-sealed, corrosion-resistant enclosure, rated IP68/NEMA 6. There are no air vents, filters or fans as with other monitors, making them completely maintenance-free. They are completely sealed against water, dust, sand, metal shavings and any other airborne particulates. This is the ultimate solution for use outdoors, or in challenging industrial environments.

Specifications	
MODEL	SXOBH-55-XTR
LCD Panel	55" IPS Panel
Display Resolution	1920 x 1080p Full HD
Viewable Area	47.62" (W) x 26.79" (H) (1210 x 680mm)
Display Orientation	Landscape or Portrait Mode
Pixel Pitch	.210 x .630mm
Display Colors	8 Bit, 16.7 Million Colors
Aspect Ratio	16:9
Brightness	2,500 nits
Contrast Ratio	1,300:1
Ambient Light Sensor	Standard
Optical bonding	Standard
Viewing Angle	178° (H) x 178° (V)
Response Time	12ms (Gray to Gray)
Video Inputs	VGA, HDMI (x3), Composite, YPbPr, DisplayPort, Coax, USB
Audio Inputs	VGA Stereo Audio 3.5mm (x1)
Control	Remote Control with IR extender; RS-232 Control
Power Requirement	100 VAC to 240 VAC
Power Consumption	186W
Enclosure / IP Rating	Rugged Corrosion-Resistant Aluminum; IP68/NEMA 6 Waterproof
Protective Glass	5mm Tempered Anti-Reflective Glass (IK10)
Mounting	400mm x 200mm , 400mm x 400mm VESA Hole Pattern
Operating Temperature	-31°F to +140°F (-35°C to +60°C)
Dimensions	50.07" (W) x 29.23" (H) x 3.92"(D) (1272x742x100mm)
Net Weight	133 lb (60kg)
Warranty	2 Years

SXOBH-55-XTR

55" Outdoor Waterproof Sunlight Readable LCD Monitor/TV



Standard Accessories:

- AC Power Cord
- IR Extender
- Remote Control

Available Options:

- Outdoor Sound Bar (SB 88)
- External Media Player Enclosure
- Advanced Replacement Warranty
- Ambient Light Sensor Extender (ALS-E)
- Outdoor Universal Tilt Wall Mount (MB-6500T)
- Outdoor Universal Wind-Rated Tilt Wall Mount (MB-6500 WR)
- Outdoor Articulating Wall Mount (MB-267)
- Wind-Rated Pedestal Mount- 5 Ft. (MB-GPM05)
- Wind-Rated Pedestal Mount- 6 Ft. (MB-GPM06)

PMD 10 & 12

Portable RADAR Displays



These lightweight, highly visible, portable RADAR speed displays enhance driver awareness and are ideal for community relations.

Highly Visible, Full Featured

- Two sizes available: 10" or 12" characters
- Flashing digit violator alert
- Red-Blue light bar violator alert
- White LED strobe violator alert
- Interchangeable MUTCD signs: Your Speed (included); School Zone, Work Zone, and Speed Limit (optional)
- Traffic Data included
- Digital posted speed limit mode

Lightweight and Portable

- Weighing less than 20 pounds, the PMD 10/12 are easily installed and moved by one person
- Rugged aluminium construction
- Easy relocation from site to site
- Secure, lockable mount
- IP56 weather resistant
- EN 12966-1 compliant

Long Run Time

- Rechargeable battery delivers a typical 5 to 7 day run time (depending on traffic density)
- Kustom Signals low power K-band RADAR
- Optional 50W solar panel

Easy Programming

- Simple manual push button and Bluetooth wireless programming included
- Android & PC app make setup easy
- Easy download of traffic data

Configuration and specification subject to change



Highly visible

Lightweight & portable

Saves lives

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.
www.KustomSignals.com

Tel. **800-458-7866**
913.492.1703

PMD 10 & 12

Portable RADAR Displays



More than 30% of fatalities are due to excessive speed. Now you have a better tool to save lives. (Source: NHTSA)

Features

- Kustom Signals low power K-band RADAR
- Latest generation high intensity Amber LEDs
- Automatic intensity adjustment to ambient light
- High/Low speed blanking
- Covert data collection selectable
- Variable speed limit display

Specifications

- 12VDC (Lithium-ion battery)
- 50 W solar with 12VDC lead acid battery (optional)
- Input/Output: RS232, Bluetooth
- Regulatory: EN 12966-1:2005+A1:2009

Environmental Data

- Temperature range: -40°F to +140°F (-40°C to +60°C)
- Humidity: up to 100%
- Mechanical protection: P3 (EN 12966-1);
- Environment: IP56 (IEC / EN 60529)

Mechanical Information

- Lockable mount: On the rear side
- Case dimensions: 17.7 x 17.3 x 9.8"
45 x 44 x 25 cm



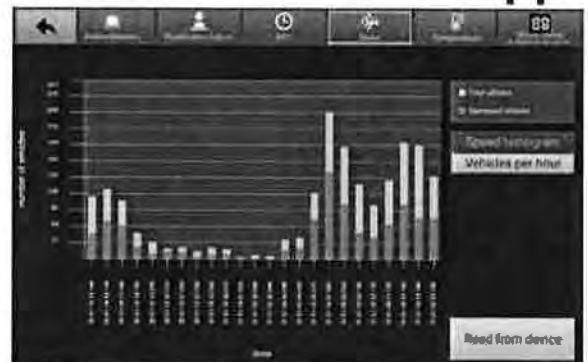
Deploy in any weather



Secure Locking Mount



Command Console App





Previous message
Board-removed 2016
for gate house
construction

SPEED LIMIT 25
PLEASE STAY OFF
DUNES AT THE
BEACH
SINHG SOUP SUPPER
JAN 20 530
ISLAND HOUSE

PLEASE USE
PRIORITY
TRASH CANS

Samples of message
boards in other private
communities. This is
for information on monitor
only, not the structure







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ARTICLE 12. - SIGNS

Sec. 12.10. - Definitions.

Unless otherwise expressly stated, the following terms, for the purpose of this Article shall have the meanings herein indicated:

- (a) *Approved Combustible Material.* Wood or material less combustible than wood and located at a safe distance from electrical equipment. The term "noncombustible material" means any material which will not ignite or actively support combustion in a surrounding temperature of twelve hundred degrees (1,200) Fahrenheit during an exposure of five (5) minutes.
- (b) *Business Sign.* Any sign which directs attention to a business, industry, profession, entertainment or service that is conducted, maintained, sold or offered on the premises where the sign is located.
- (c) *Decorative Trim.* The molding, battens, capping, nailing strips or representations in cutout or irregular form which are attached to the sign.
- (d) *Erect.* To build, construct, attach, hand, place, suspend or affix, and shall also include the painting of wall signs. It shall not mean or include repairs.
- (e) *Illuminated Sign.* Any sign which has characters, letters, figures, designs or outlines illuminated or motivated by electricity.
- (f) *Location.* Any lot, premises, building wall or any structure whatsoever upon which a sign is erected, constructed, painted or maintained. Two (2) street fronts shall be deemed two (2) locations.
- (g) *Person.* Any agent, lessee, individual, person, firm, partnership, association, corporation, company or organization of any kind.
- (h) *Sign.* Every sign, ground, pole, wall or roof sign, illuminated sign, projecting sign, temporary sign, portable sign, marquee sign, awning, canopy, exterior clock or thermometer, and shall include any announcement, declaration, demonstration, display, illustration, device, insignia or symbol used to identify and promote the interest of any person, business, corporation or group, when the same is placed in view of the general public.
- (i) *Sign Area.* The total area made available by a sign for the purpose of displaying the advertising message, excluding decorative trim.

Sec. 12.20. - General Provisions.

No sign shall be erected or maintained in the Town of Seabrook Island except in conformity with the provisions of this Article.

(Ord. No. 1996-10, 11-26-1996)

Sec. 12.30. - Exempt Signs.

§ 12.30.10. *Street Signs.* Street signs for traffic, direction and names in all areas of the Town shall be exempt from the provisions of this article.

§ 12.30.20. *Municipal Signs.* Municipal signs, legal notices and temporary emergency or non-advertising signs are exempt from these provisions.

(Ord. No. 1996-10, 11-26-1996)

Sec. 12.40. - Applicability of Other Ordinances.

The erection of all signs shall be subject to all applicable Town ordinances. Whenever a conflict exists, the most restrictive requirement shall control.

(Ord. No. 1996-10, 11-26-1996)

Sec. 12.50. - Prohibited Signs.

Except as specifically allowed by Section 12.60.110, no flashing, rotating or animated signs or devices shall be erected, constructed or maintained nor shall any such signs or devices be installed on, within or behind any window, door, building, façade or store front so as to be visible to the general public. This requirement shall apply to all existing as well as new uses. No neon, day glow or similar hue will be permitted to be installed on, within or behind any window, door, building façade or store front so as to be visible from outside the establishment.

(Ord. No. 1996-10, 11-26-1996; Ord. No. 2011-04, § II, 5-24-2011)

Sec. 12.60. - Allowable Signs.

§ 12.60.10. *Real estate signs.* Real estate signs, not exceeding five (5) square feet in area, which advertise the sale, rental or lease of only the premises upon which the signs are located and where allowed by subdivision covenants.

§ 12.60.20. *Identification Signs.*

§ 12.60.20.10. Identification signs not over twenty (20) square feet in area each for public, charitable or religious institutions when such signs are located on the premises of the institutions.

§ 12.60.20.20. All new single-family construction projects shall have a sign that, at a minimum, names the general contractor performing such work. Signs denoting the owner of the project, architect, and general contractor, when placed upon work under construction, shall be limited to one (1) sign each per location.

- (a) Such signs shall not exceed sixteen (16) square feet in area per sign.
- (b) Placement of the sign is to be on the street frontage only and is to be located not less than one (1) foot nor more than ten (10) feet from the property line.
- (c) The sign shall be fabricated to the specifications on file with the Zoning Administrator, and shall be comprised of two (2) - four (4) inch by four (4) inch treated wood posts, with eased edges at the top, on each end of the sign.

- (d) The display area of the sign will be comprised of a plywood sheet measuring forty-eight (48) inches by thirty (30) inches by three-quarters ($\frac{3}{4}$) inches, treated with acrylic paint.
- (e) All building permits and other approvals shall be placed on the rear of the sign, and shall not be discernable from an area used by the general public.
- (f) The job site sign shall be removed from the premises prior to requesting final review and inspection of the premises.

§ 12.60.30. *[Reserved.]*

§ 12.60.40. *Memorial Signs.* Memorial signs or tablets, names of buildings, and dates of erection, cut into masonry or noncombustible material not to exceed two (2) square feet in area.

§ 12.60.50. *Directional Signs.* Directions, phone, public conveniences, areas of public interest, and similar public facility signs not exceeding six (6) square feet in area for a ground sign or two (2) square feet in area for any other type of public sign.

§ 12.60.60. *Political Signs.* Political signs not to exceed five (5) square feet are allowed subject to the following:

- (a) Such signs may only be erected on private property with the consent of the owner(s); and
- (b) Such signs shall not block or impede the site lines of anyone utilizing any roadway or path within the Town or impact public health and safety; and
- (c) No political signs shall be allowed on any property or right of way owned, operated, maintained or under the jurisdictional control of the Town; and
- (d) No such sign shall be placed in a location which is otherwise prohibited by any Town law, ordinance or regulation.

§ 12.60.70. *Community Signs.* Community signs, which establish a theme for the entire community and which are located at strategic, highly visible locations along the primary access routes to or through the Town. Community signs shall not advertise anything more than the areas or communities which they are associated with, and each shall be in keeping with the other community signs found in the Town.

§ 12.60.80. *Commercial Area Signs.* Each commercial area of the Town may erect signs which identify and direct customers to the businesses, goods and services available in that area. The signs shall be of approved size and color as allowed by this chapter.

§ 12.60.90. *Layout/Map Signs.* Each commercial area of the Town may erect a layout or map of the area which identifies and directs customers to the businesses, goods and services available within that area.

§ 12.60.100. *Vending Machine Signs.* Vending machine signs are to be only those signs that are incorporated in their manufacture. Internally illuminated signs or signs that contain a visible light source are prohibited.

§ 12.60.110. *Door Entry Signs.* Each place of business within the Town may utilize a door entry sign for each public entry door. Door signs shall not contain any information other than the name of the business, its address, hours of operation, and marketing information of the business. Entry signs may not exceed twenty-five (25) percent in area of the door or adjacent window.

Illuminated (LED) signs may be permitted as "open" signs, but shall not be visible to residential areas.

Each place of business may have one hanging sign over each door entry above the walkway listing the name of the business only. The size may not exceed four (4) feet long by eight (8) inches wide.

§ 12.60.120. *Food Service Establishment Signs.* A food service establishment may place one (1) sign not exceeded twelve (12) square feet on or near each entry door to the establishment. Such sign must comply with the requirements of section 12.110 of this ordinance. *EXHIBIT 1.* Such sign may only contain the name, address, hours, operations, menus (food and wine), and pertinent marketing information of the business.

§ 12.60.130. *Temporary Signs.* Temporary signs may be permitted by the Zoning Administrator for a period of three (3) months or less when the application indicates the proposed life of the sign. Temporary signs must be maintained in as new condition during the entire period of display.

§ 12.60.140. *Boat Sales/Charter/Rental Signs.*

Boat Sales Signs: "FOR SALE" signs may be affixed to the boats for sale in the marina. The sign may not exceed three (3) square feet and must be of professional quality material as approved by the Zoning Administrator. The sign shall be positioned at the dockside location on the boat. (*EXHIBIT 2 & 3*)

Boat Sales/Charter Burgee (Flag): "For Sale," "Charter" burgee (flag) may be affixed to the boats for sale in the marina. The sign shall be positioned at the dockside location on the boat. The sign may not exceed six (6) square feet and must be of professional quality material as approved by the Zoning Administrator. (*EXHIBIT 2 & 3*)

Boat Rental Signs: Boat Rental Signs may be placed in the front console of the boats for rent. The signs may not exceed 12 inches by 24 inches and must be of professional quality with background and lettering that complies with the requirements of this ordinance. Such signs are limited to one (1) sign per boat. (*EXHIBIT 10*)

§ 12.60.150. *Take Away Flier Boxes.*

Charter Sales/Boat Rental Fliers: "Take Away" boxes for charter and boat rental information may be affixed to the post at the entrance of A-Dock. The boxes may not exceed 8.5 x 11" and must be made of clear plexiglass with hinged covers. (*EXHIBIT 4*)

Service Establishment Fliers: "Take Away" boxes may be affixed next to the entrance door of service establishments. The boxes may not exceed 8.5 inches by 11 inches and must be made of clear Plexiglas with hinged covers. (*EXHIBIT 5*)

§ 12.60.160. *Real Estate Display sign at Real Estate Office.*

Real Estate Property For Sale Signs: Signs depicting homes/property for sale may be positioned in the inside of the primary two (2) windows adjacent to the entrance door. The signs may not exceed six (6) square feet each and must be of professional quality as approved by the Zoning Administrator. (*EXHIBIT 6*)

§ 12.60.170. *[Reserved.]*

§ 12.60.180. *Promotional/Marketing Signs.*

Promotional/Marketing Signs may be located in the main breezeway of the marina. All merchants may submit one sign to be displayed in one of the three (3) sign frames. These sign frames, not to exceed twelve (12) square feet each, represent the three (3) categories of merchants (i.e. restaurants, shopping, and services).

Each place of business is also permitted the use of one A/sandwich board marketing sign to display promotional information pertinent to their business. This sign/board may not exceed 2 x 3 feet, cannot impede regular foot traffic near entrances or through walkways, and must be stored at the close of business hours at an interior location.

§ 12.60.190. *Reserved Parking.*

Reserved Parking Signs for specific merchants may be placed in no more than two (2) parking spaces per merchant during times of over capacity and special events. The sign shall be no higher than 31 inches above the grade of the sidewalk and in the form of an 18-inch by 12-inch sign attached to 4-inch by 4-inch treated wood timber and supported by same material. The sign and the mounting post shall be painted to match the color of the building in front of which it is placed. Lettering of the sign shall be white and the sign material shall meet the requirements of this ordinance. (*EXHIBIT 9*)

§ 12.60.200. *Awning Signs.*

A sign may be placed on awnings in areas zoned for commercial use only as set forth in this section. All lettering may not be greater than ten (10) inches in height and may only be printed on the vertical, non-sloping area of the awning.

(Ord. No. 1996-10, 11-26-1996; Ord. No. 1997-17, 1-27-1998; Ord. No. 2006-01, §§ II(12.60.120), (12.60.140)—(12.60.190), 2-28-2006; Ord. No. 2011-04, § II, 5-24-2011; Ord. No. 2016-08, § II, 9-27-2016)

Sec. 12.70. - Permits Required.

It is unlawful for any person to erect, repair, alter, relocate or display within the Town of Seabrook Island, any sign or other advertising device as defined in this article without first obtaining a sign permit from the Zoning Administrator and paying all fees as required by this chapter. Permits shall not be required for ordinary repair and maintenance of a sign. Such ordinary repair and maintenance includes changing of light bulbs, painting (provided the sign's legend is not changed), and other minor work which does not involve structural or color changes.

(Ord. No. 1996-10, 11-26-1996)

Sec. 12.80. - Permit Applications.

Applications for sign permits shall be filed with the Zoning Administrator. Applications shall include the following, in addition to information required by the Town:

- (a) A working drawing, showing all colors to be used, shall be submitted at the time of application, and no work shall proceed until the sign is approved.

- (b) A plan drawing showing fonts and sizes of letters; and specifications for the sign, including material to be used and details of construction; and methods of attachment of the sign applied for to the building or to the ground. Similar information, as appropriate, is to be submitted with awning permit applications.
- (c) Written consent of the owner of the building, structure or land to which or on which the sign is to be erected shall be filed with the application.
- (d) An illustration of the proposed sign and a color photograph(s) of the area and, if applicable, the building facade upon which the proposed sign is to be erected shall be submitted with each sign application, showing in detail the physical conditions within the sign area, as well as the facades of any adjoining buildings.

(Ord. No. 1996-10, 11-26-1996)

Sec. 12.90. - Permit Fees.

Every applicant, before being granted a permit hereunder, shall pay to the Town a fee as required by the Town's adopted fee schedule for each sign.

Sec. 12.100. - Approval.

All signs must be approved by the Zoning Administrator before a permit may be issued. The following procedures shall apply to all applications for the placement of signs within the Town:

§ 12.100.10. An applicant shall file all information and specifications required by this article along with the applicable fee with the Zoning Administrator. The Zoning Administrator shall review the application to determine its technical compliance with this article.

§ 12.100.20. At all times, the Zoning Administrator shall determine the appropriateness of a proposed sign by utilizing the following criteria:

- (a) Whether the sign is appropriate in size, shape and scale for its location;
- (b) Whether the sign detracts from or otherwise affects the harmonious appearance and development of the Town and/or the commercial area;
- (c) Whether the sign in any manner affects public health or safety; and
- (d) Whether the sign properly reflects the aesthetic theme of the community as a whole.

§ 12.100.30. Upon compliance by an applicant with the terms of this chapter and the requirements of the Zoning Administrator, the Zoning Administrator shall issue all necessary permits.

§ 12.100.40. Identification. The Zoning Administrator is granted the discretion to make as a condition of the issuance of a sign permit, the requirement that each sign erected, constructed or maintained shall be plainly and permanently marked with the name of the person erecting, constructing or maintaining such sign.

§ 12.100.50. Any person aggrieved by the decision of the Zoning Administrator may file an appeal in accord with the provisions of § 19.40 of this Ordinance.

(Ord. No. 1996-10, 11-26-1996)

Sec. 12.110. - General Requirements.

§ 12.110.10. *Construction.*

§ 12.110.10.10. *Wind loads.* All signs exposed to wind pressure must be so constructed as to withstand a minimum wind pressure of not less than thirty (30) pounds per square foot area or the minimum wind load requirements of the Standard Building Code whichever is greater.

§ 12.110.10.20. *Materials.* All permanent signs shall be constructed of treated wood, cedar or redwood, either sandblasted or routed or aluminum painted to resemble the appearance of the approved woods. Any other material having the appearance of wood that satisfies the terms of the article may also be used with the written consent of the Zoning Administrator.

§ 12.110.20. *Design.*

§ 12.110.20.10. *Lettering.* All lettering shall be proportioned in size to the size of the sign erected, except in the case of window and entry door signs, whose letters shall not, under any circumstances, exceed five (5) inches in height.

§ 12.110.20.20. *Tinting.* No neon, day glow or similar tint will be permitted on any sign, nor shall a sign be permitted to display colors which may be confusing to emergency equipment operators. Company logos may be used provided the Zoning Administrator determines their use is in accordance with the provisions of § 12.100.20 of this ordinance.

§ 12.110.30. *Placement.* No sign shall be erected, maintained or constructed so as to obstruct any fire passage, egress window, door or other required opening.

§ 12.110.40. *Maintenance.* The owner of any sign as defined and regulated by this chapter shall properly maintain such sign. All signs, together with their framing, supports, braces, guys and anchors shall be kept in repair and proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times, free from paint scaling or breaks, tears and defacing.

(Ord. No. 1996-10, 11-26-1996; Ord. No. 2006-01, § II(12.110.10.20), 2-28-2006)

Sec. 12.120. - Requirements for Specific Sign Types.

§ 12.120.10. *Ground Signs.*

- (a) Ground signs shall include any sign supported by one (1) or more uprights upon the ground with or without braces and not attached to any building or structure.
- (b) Ground signs may be erected to a height not to exceed eight (8) feet above the average grade of the ground level at the base of the uprights.
- (c) Every ground sign having an area in excess of twelve (12) square feet shall have an open space of not less than two (2) feet between the lower edge of such sign and the average grade of the ground level at the base of the uprights and shall be landscaped.

- (d) Ground signs in excess of twelve (12) square feet may only be lighted by landscaped up lighting with a proper reflective shield.
- (e) No ground sign shall be permitted closer than six (6) feet to the property line adjacent to the sign. In case of a natural obstruction, the Zoning Administrator may permit a change in the location of the sign.
- (f) Ground signs shall be securely built, constructed, and erected upon two (2) posts or standards which shall be adequately anchored to the ground.
- (g) Only one (1) ground sign shall be permitted for each building location or premises, per public street frontage.
- (h) A ground sign shall not exceed forty-eight (48) square feet in area on any one (1) side, and shall not exceed twelve (12) feet in one (1) dimension.

§ 12.120.20. *Wall Signs.*

- (a) Any outdoor sign recessed or affixed in any manner to any wall of a building or to any structure, except roofs, shall be considered a wall sign. Signs shall not be painted directly onto the outside face of any building, part of a building or wall without the permission of the property owner.
- (b) No sign or supporting framing shall project above the eave or above the roofline of the building.
- (c) In shopping complexes with individual stores that exceed one hundred (100) lineal feet or front façade, a wall sign may be erected, but shall not exceed fifty (50) square feet in size and may be painted on the roof.

(Ord. No. 1996-10, 11-26-1996; Ord. No. 1998-07, 4-28-1998; Ord. No. 2011-04, § II, 5-24-2011)

Sec. 12.130. - Existing Signs and Compliance.

§ 12.130.10. All existing signs erected prior to the date when this ordinance becomes effective shall comply with and be subject to all of the provisions of this article with respect to annual inspections, maintenance and safety, and all replacements or reconstructions of such existing signs shall comply with this chapter.

§ 12.130.20. All nonconforming signs currently displayed shall be authorized to remain in place until such time as it shall require maintenance, repair, or replacement, or for a period of one (1) year, whichever occurs sooner.

(Ord. No. 1996-10, 11-26-1996)

Sec. 12.140. - Unlawful Signs.

§ 12.140.10. Any outdoor sign erected, constructed or maintained subsequent to the adoption of this ordinance or date, not in compliance with the provisions of this chapter shall be considered an unlawful sign.

§ 12.140.20. In addition to the provisions of § 12.170, the Zoning Administrator shall notify by mail, the person who maintains any such unlawful sign, to correct specified violations or omissions so as to comply with this chapter or remove such sign within ten (10) days from the date of such notice, in default of which the Zoning Administrator may remove such sign or make the sign comply with this chapter at the expense of such person.

(Ord. No. 1996-10, 11-26-1996)

Sec. 12.150. - Unsafe Outdoor Signs.

§ 12.150.10. Should, in the opinion of the Zoning Administrator, any outdoor sign be or become insecure or in danger of falling or otherwise become dangerous or unsafe, the person owning or maintaining the same shall, upon written notice from the Zoning Administrator, forthwith secure the same in a manner approved by the Zoning Administrator in conformity with the provisions of this chapter or cause the same to be removed.

§ 12.150.20. Should the sign owner fail to remove an unsafe sign as ordered or, whenever in the opinion of the Zoning Administrator, a violation of this chapter exists which requires immediate action to abate a direct hazard or immediate danger to the health and safety of the occupants of a building or of the public, the Zoning Administrator may, without prior notice, take such direct action as is necessary to abate the hazard or danger.

(Ord. No. 1996-10, 11-26-1996)

Sec. 12.160. - Recovery of Expenses.

Expenses incurred pursuant to § 12.150 of this article shall be paid by the owner of the sign or by the owner of the property should the sign owner refuse to pay. Town Council may institute a suit in the name of the Town to recover such expenses against any person liable for such expenses or may cause such expenses to be charged and assessed against the property as a lien.

(Ord. No. 1996-10, 11-26-1996)

SAMPLE

STATE OF SOUTH CAROLINA
TOWN COUNCIL FOR THE TOWN OF FORT MILL
ORDINANCE NO. 2013-24

AN ORDINANCE AMENDING THE ZONING ORDINANCE FOR THE TOWN OF FORT MILL; ARTICLE III, SIGNS; SECTION 19, ELECTRONIC SIGNS; SO AS TO AMEND THE REQUIREMENTS UNDER WHICH ELECTRONIC CHANGEABLE COPY SIGNS MAY BE PERMITTED

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE TOWN COUNCIL FOR THE TOWN OF FORT MILL:

SECTION I. The Zoning Ordinance for the Town of Fort Mill; Article III, Signs; Section 19, Electronic Signs; is hereby amended to read as follows

Sec. 19. Electronic signs.

- 1) *Electronic changeable copy signs.* Electronic changeable on-premise copy signs are permitted in all zoning districts.
 - a) Time, temperature, and gasoline price displays are allowed, but must not exceed twenty (20) square feet of the sign face.
 - b) All other changeable copy signs shall only be permitted with the following restrictions:
 1. Such signs shall remain static at all times – scrolling, blinking, flashing and/or movement of any kind shall be prohibited.
 2. For signs located less than ten (10) feet from the ground, the electronic area shall not exceed forty percent (40%) of the allowed/permitted sign face. For signs located at least ten (10) feet from the ground, the electronic area shall not exceed fifty percent (50%) of the allowed/permitted sign face.
 3. The message must not change more than once every six (6) seconds.
 4. Illumination shall be no greater than 7,500 nits during daylight hours and no greater than 500 nits during evening hours.
 5. Audio speakers or any form of pyrotechnics are prohibited in association with an electronic changeable copy sign.
 6. The leading edge of the sign must be a minimum distance of one hundred (100) feet from an abutting residential district boundary. This requirement shall not apply to permitted non-residential uses located within a residential zoning district,

including, but not limited to, public facilities and religious institutions; provided, however, that no sign shall be erected within one hundred and fifty (150) feet from any residential dwelling.

7. In any Historic Overlay District within the municipal limits of the Town of Fort Mill, electronic signs shall not be permitted to be installed, affixed or displayed in any location that is visible from a public street or right-of-way.
8. Subparagraphs 2, 6 and 7 shall not apply to any digital sign that is legally in existence as of August 1, 2011.

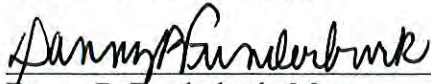
SECTION II. Severability. If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, the validity of the remaining sections, subsections, paragraphs, clauses, or provisions shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

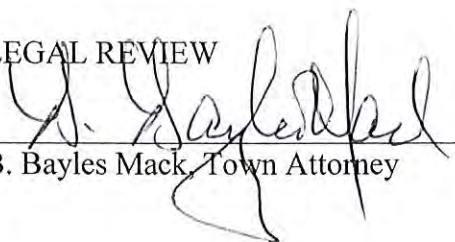
SECTION IV. Effective Date. This ordinance shall take effect upon adoption by the Town Council.

SIGNED AND SEALED this 9th day of September, 2013, having been duly adopted by the Town Council for the Town of Fort Mill on the 9th day of September, 2013.

First Reading: August 12, 2013
Public Hearing: August 12, 2013
Second Reading: September 9, 2013

TOWN OF FORT MILL


Danny P. Funderburk, Mayor

LEGAL REVIEW


B. Bayles Mack, Town Attorney

ATTEST


Dennis Pieper, Town Manager



NOTICE OF DECISION

Board of Zoning Appeals
Town of Seabrook Island

TO: Catherine Patterson, 4064 Bridle Trail Drive, Seabrook Island, SC 29455
FROM: Walter Sewell, Chairman, Board of Zoning Appeals
SUBJECT: Notice of Decision – Appeal #39 (Village at Seabrook Setbacks)
DATE: August 19, 2019

Catherine Patterson (hereafter, the “Appellant”) is the owner of real property located at 4064 Bridle Trail Drive (Tax Map # 147-00-00-125), located within the Village at Seabrook Subdivision (hereafter, the “Village at Seabrook”) in the Town of Seabrook Island (hereafter, the “Town”), County of Charleston, State of South Carolina.

On June 3-4, 2019, the Town’s Zoning Administrator (hereafter, the “Zoning Administrator”) issued the following Letters of Determination relative to the setback requirements for certain lots within the Village at Seabrook subdivision:

- **Letter of Determination for Setback Requirements – Village at Seabrook Lot B-23**
 - To: Bob Nitkewicz, NV Realty, 1900 Seabrook Island Road, Seabrook Island, SC 29455
 - Issued: June 3, 2019

- **Letter of Determination for Setback Requirements – Village at Seabrook Lot B-26**
 - To: K.C. Miller, Kenneth Miller Architecture, 1912 Planters Drive, Charleston, SC 29414
 - Issued: June 3, 2019

- **Letter of Determination for Setback Requirements – Village at Seabrook Lots A-06 & B-01**
 - To: Kevan Hoertdoerfer, Kevan Hoertdoerfer Architects, 538 King St, Charleston, SC 29403
 - Issued: June 4, 2019

In each of the above referenced Letters of Determination, the Zoning Administrator determined that the following setback requirements would apply to all lots within the Village at Seabrook:

- Front Yard Setbacks: The minimum front yard setback requirement shall be 30 feet from the street right-of-way for all lots within the Village at Seabrook; provided, however:
 - For corner lots wherein one street frontage is a cul-de-sac street, the minimum setback shall be 30 feet from the cul-de-sac street and 20 feet from the intersecting street; and
 - Uncovered front steps may extend into the front setback but may not be less than twenty 20' from the property's front lot line.
- Side Yard Setbacks: There is no minimum side yard setback requirement for lots within the Village at Seabrook; provided, however:
 - In instances where a side yard is required, the total of both side yard setbacks shall be at least 15 feet, and no detached structure may be situated closer than 15 feet to another structure; and
 - For the sake of consistency among neighboring lot owners, a minimum side yard setback of 7.5 feet is recommended, though not required by the PUD or DSO.
- Rear Yard Setbacks: The minimum rear yard setback requirement shall be 25 feet from the rear property line; provided, however:
 - For lots abutting an open space area (lake, lagoon, golf course, etc.), an open deck may encroach no more than 10 feet into the required rear yard setback;
 - For pie-shaped lots that do not have a defined rear property line from which to apply a rear yard setback (Lots B-22, B-23, B-26 and C-24), the Zoning Administrator interpreted that the rear yard setback shall be measured from the point where the two side property lines intersect at the rear of the property. This will ensure that the rear setback line is roughly parallel to the (curvilinear) front setback line, consistent with non-pie-shaped lots; and
 - Corner lots are defined by ordinance to have two front yards and two side yards. Therefore, a rear yard setback shall not be required for any corner lot within the Village at Seabrook. The requirements for front and side yard setbacks were further outlined elsewhere in the Letters of Determination.

Copies of the above referenced Letters of Determination were sent by the Zoning Administrator to the Appellant (in her role as President of the Village at Seabrook Regime) and to representatives of the Seabrook Island Property Owners Association.

On July 1, 2019, the Appellant submitted a Notice of Appeal (Appeal #39) to the Town's Board of Zoning Appeals (hereafter, the "Board") contesting the Zoning Administrator's determination. In her Notice of Appeal, the Appellant argued that:

- The Zoning Administrator’s determination was inconsistent with the Master Plan for the Village at Seabrook;
- The Zoning Administrator’s determination may make some lots unbuildable, may decrease the value of some lots and homes, and would change the uniform appearance of the Village at Seabrook;
- The setback requirements illustrated on the final plat are what should be applied to lots in the Village at Seabrook; and
- The master plan and original intent of the Village at Seabrook, as shown on the plat map, should be followed and all existing non-conformities should be grandfathered.

A public hearing on Appeal #39 was advertised, pursuant to § 19.40 of the Town’s Development Standards Ordinance (hereafter, the “DSO”) and held at 2:30 PM on August 15, 2019, at Seabrook Island Town Hall. During the public hearing, the Board heard testimony from the Zoning Administrator and the Appellant, as well as from interested property owners and their representatives. An agenda packet, including supporting materials, was prepared and distributed to members of the Board and the Applicants in advance of the meeting. These materials were also made available for public inspection prior to the meeting.

Pursuant to § 19.30.10 of the DSO, the Board has the power to hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination by the Zoning Administrator in the enforcement of the DSO. In exercising these powers, the Board may reverse or affirm, wholly or in part, or may modify the order, requirements, decisions, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The Board, in the execution of the duties for which appointed, may subpoena witnesses and in case of contempt may certify such fact to the circuit court having jurisdiction.

DECISION

Following a thorough review of the Appeal, including all supporting materials received in advance of the meeting, and all testimony received during the public hearing, Mr. Fox made a motion to approve Appeal #39, as requested by the Appellant. Mr. Finkelstein seconded the motion. The vote on the motion to approve the appeal was as follows:

IN FAVOR (YES)

OPPOSED (NO)

Kleinman
 Fox
 Leggett
 Finkelstein

The motion to approve the appeal **FAILED** by a vote of 0-4.

Mr. Fox then made a motion to deny the appeal. Mr. Leggett seconded the motion. The vote on the motion to deny the appeal was as follows:

IN FAVOR (YES)

Kleinman
Fox
Leggett
Finkelstein

OPPOSED (NO)

The motion to deny the appeal was **APPROVED** by a vote of 4-0.

Therefore, the Zoning Administrator's determination relating to the setback requirements in the Village at Seabrook are hereby **AFFIRMED**.

RIGHT TO APPEAL

Pursuant to §6-29-800 of the South Carolina Code of Laws, a property owner whose land is the subject of a decision by the Town's Board of Zoning Appeals may appeal that decision to the circuit court for Charleston County by filing with the Clerk of Court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. An appeal must be filed within thirty days from the postmark date of this notice. In filing an appeal, a property owner may also request pre-litigation mediation in accordance with §6-29-825 of the South Carolina Code of Laws.

IT IS SO ORDERED

Respectfully submitted,



Walter Sewell
Chairman, Board of Zoning Appeals

CC: Bob Nitkewicz, NV Realty
K.C. Miller, Kenneth Miller Architecture
Kevan Hoertdoerfer, Kevan Hoertdoerfer Architects
Trey Seabrook
Lawrence and Rebecca LaRoche
Heather Paton, SIPOA
Katrina Burrell, SIPOA ARC

TOWN OF SEABROOK ISLAND

ORDINANCE NO. 2000-08

ADOPTED June 5, 2000

AN ORDINANCE TO AMEND THE PLANNED UNIT
DEVELOPMENT WITHIN AREA SIX FOR THE LAKE ENTRY TRACT
(DEVELOPED AS THE VILLAGE AT SEABROOK)

WHEREAS, Seabrook Island I, LLC, submitted a zoning application to the Town of Seabrook Island for the Lake Entry Tract Planned Unit Development ("PUD"); and

WHEREAS, Seabrook Island I, LLC, proposed that the Lake Entry Tract be developed as 106 multi-family residential lots provided such development complies with all applicable provisions of the Town's Code and DS0; and

WHEREAS, pursuant to Section 5.50.30 of the Development Standards Ordinance, this property must be developed as a planned unit development and approved by the Town Council; and

WHEREAS, by Ordinance 2000-01, the Town of Seabrook Island approved the proposed PUD for this development; and

WHEREAS, the Planning Commission has reviewed the "Declaration of Covenants and Restrictions for the Village at Seabrook and provisions for and bylaws of the Seabrook Island Property Owners' Association, Inc.," (the "Declarations") and has made recommendations for revisions to the same which have been adopted by the applicant and submitted for inclusion in the terms and conditions of the PUD for this development; and

WHEREAS, Town Council is authorized to amend its zoning ordinance; and

WHEREAS, a properly noticed public hearing was held on this ordinance as proposed on June 5th, 2000.

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

SECTION 1. Purpose

This Ordinance is adopted to amend the Lake Entry Tract PUD established by Ordinance 2000-01 so as to include the Declarations as part and parcel of the PUD requirements and restrictions.

SECTION 2. PUD Amended

The Lake Entry Tract PUD (Application # 1739 as amended)(Exhibit A) is hereby approved and adopted. The approved amendments to the application which shall constitute the PUD for this property are shown on the map attached as Exhibit B and

incorporated herein by reference. The Lake Entry Tract PUD is subject to all of the requirements of the Town Code and DSO including but not limited to DSO Sections (7) and (8). The applicant further agrees all roads within the PUD as well as the six-acre lake shall be deeded to the Seabrook Island Property Owner's Association. In addition, subject to the provisions set forth above, the terms and conditions of the Declarations as approved and modified by the Planning Commission, a copy of which is attached as Exhibit C and incorporated herein by reference, are hereby adopted as additional terms and restrictions of this PUD and the zoning granted therein. In the event of any conflict between the terms of the Declarations and the DSO or Town Code, the more restrictive shall apply.

SECTION 3. Severability

If any part of this ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

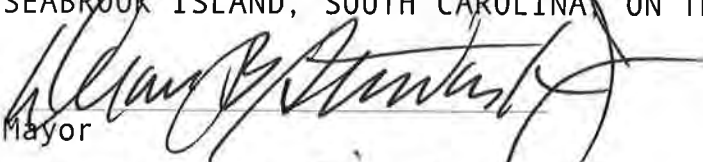
SECTION 4. Effective Date


This Ordinance shall be effective upon its enactment by the Town Council of the Town of Seabrook Island.

SECTION 5. Codification

^{S.93.0}
The provisions of this Ordinance shall be codified at DSO Sections ~~5.92.0~~ (The Village at Seabrook a/k/a Lake Entry Tract) and ~~5.92.10~~ (Master Plan and Requirements).
^{S.93.10}

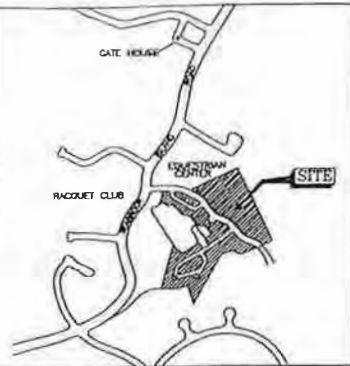
PASSED, APPROVED AND ADOPTED BY THE COUNCIL FOR THE TOWN OF SEABROOK ISLAND, SOUTH CAROLINA, ON THIS 5th DAY OF June, 2000.


Mayor


Town Clerk

First Reading: May 23, 2000
Public Hearing: June 5, 2000
Second Reading: June 5, 2000

Exhibit B



LOCATION MAP
NOT TO SCALE

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	BEARING	CHORD
C1	428.97	355.86	47°31'49"	188.89	N24°55'06"E	345.74
C2	20.09	27.89	79°32'57"	16.72	S48°10'32"W	25.71
C3	288.97	112.04	22°12'51"	58.73	N02°42'22"W	111.34
C4	20.09	28.12	80°11'48"	16.92	S51°57'37"E	25.88
C5	597.62	317.07	30°23'53"	162.36	N78°51'02"W	313.36
C6	584.64	32.22	03°09'29"	16.12	N46°16'09"W	32.22
C7	720.00	395.74	31°29'32"	203.01	N83°52'18"E	390.78

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 32°24'41" W	21.84
L2	N 56°14'33" W	25.47
L3	N 17°16'55" W	33.85
L4	N 36°39'48" W	90.90
L5	N 27°06'39" W	39.80
L6	N 32°04'28" W	96.59
L7	N 31°14'07" W	66.76
L8	N 30°10'53" W	45.61
L9	N 34°48'32" W	53.30
L10	N 32°21'48" W	72.61
L11	N 26°41'33" W	31.76
L12	S 87°57'01" W	129.99
L13	S 60°10'16" W	82.44
L14	N 84°10'55" W	118.67
L15	S 75°59'04" W	115.77
L16	S 48°30'19" W	110.58



OWNER:
SEABROOK ISLAND I, L.L.C.
P.O. BOX 1707
CHARLESTON, SC 29402

DEVELOPER:
BENNETT HOFFORD CONSTRUCTION CO.

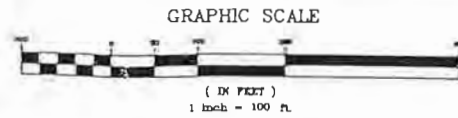
LAND PLANNER/LANDSCAPE ARCHITECT:
HLA, INC.
CHARLESTON, SC

CIVIL ENGINEER/SURVEYOR:
G. ROBERT GEORGE & ASSOCIATES
CHARLESTON, SC

LAND USE SUMMARY:
TMS#: 147-00-00-009

TOTAL AREA: (INCLUDING LAKE)	42.219 AC.
COMMON AREA AND LAKE:	8.33 AC.
SEABROOK ISLAND ROAD:	2.5 AC.
RESIDENTIAL:	22.84 AC.
BUFFERS:	3.0 AC.
RESIDUAL TRACT: (GROUND LEASE)	5.54 AC.
PROPOSED LAND USE:	DETACHED MULTIFAMILY RESIDENTIAL
MINIMUM LOT SIZE:	6,000 SF.
MAXIMUM LOT COVERAGE:	40%
SETBACKS:	30' FRONT 15' SIDE (TO TOTAL 15') 25' REAR
LOT WITH ZERO LOTLINE SETBACKS:	19, 30, 47, 56, 75, 76, 79, 84, 87, 97, 101 & 106

TOPOGRAPHIC AND TREE SURVEY INFORMATION
PROVIDED BY G. ROBERT GEORGE AND
ASSOCIATES, INC. MARCH 1997
(UPDATED OCTOBER 1999)



HLA HOFFMAN LESTER ASSOCIATES, INC.
Lead Planning • Civil Engineering • Landscape Architecture
Wetland Consulting • Land Surveying

29 LEINBACH DRIVE • CHARLESTON, S.C. • 29407 • (843) 763-1166

AMENDMENT TO P.U.D.
AND LAND USE PLAN
VILLAGE AT SEABROOK
(LAKE ENTRY TRACT)
SEABROOK ISLAND, SOUTH CAROLINA

PROJECT	97050.00
DATE: 12-22-99	
SCALE: 1"=100'	
DESIGN: DLL	
DRAWN: DRG/ADB	
CHECK:	
REVISIONS	
SHEET	1 of 1

Village at Seabrook

Zoning Conformity Status of Existing Structures

Side Yard Setbacks

Conforming Lots (>=7.5' Side)
33 of 56 (58.9%)

Non-Conforming Lots (<7.5' Side)
One Side: 20 of 56 (35.7%)
Both Sides: 3 of 56 (5.4%)

Impacted Lots (Req. >7.5' Side)
7 of 56 (10.7%)

Under Construction
2

Non-Conforming Side Yard Setback (7.5')

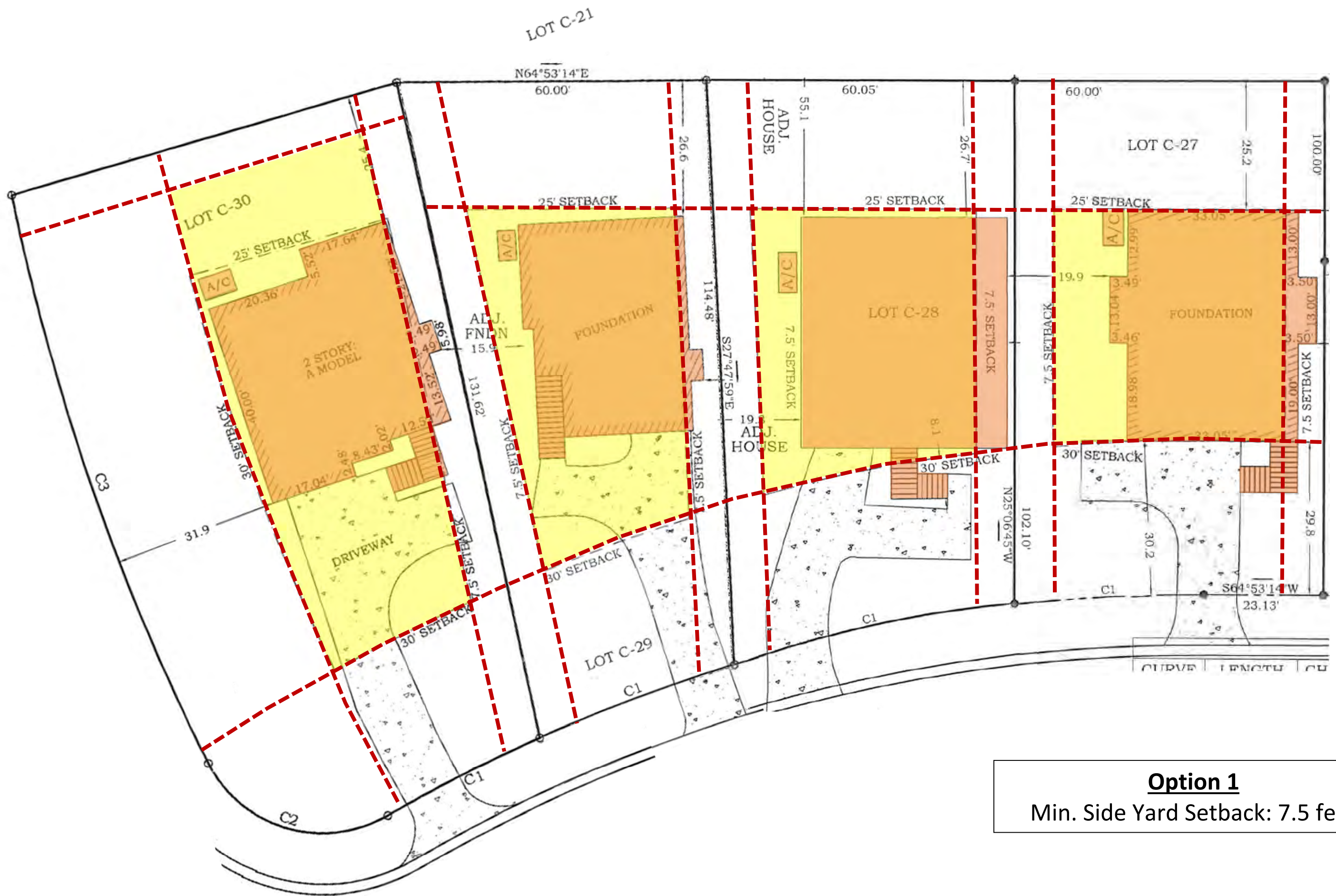
- A-05 (L 6.5' & R 5.4'), A-08 (L 2.1'),
- A-15 (L 6.4'), A-18 (L 5.5'),
- A-21 (R 4.7'), B-03 (L 2.0'),
- B-19 (L 4.6 & R 4.3'), B-40 (L 1.5'),
- C-04 (R 4.8'), C-05 (L 5.6'),
- C-07 (L 7.1'), C-08 (L 5.0'),
- C-09 (L 4.0'), C-13 (L 1.1'),
- C-17 (L 6.1'), C-21 (R 6.0'),
- C-22 (R 5.8'), C-23 (L 5.8'),
- C-27 (R 1.5'), C-28 (R 1.3'),
- C-29 (R 3.4'), C-30 (R 2.8'),
- C-34 (L 7.2' & R 2.2')



Charleston South Carolina
Office of Register Mesne Conveyance
Plat recorded this 19 day of December, 2001 at
1:52 o'clock in Plat Book LI Page 246 and tracing cloth
copy filed in File 2 Drawer Folder 55, Drawing No. 39
Original plat (a White Print) delivered to Tn of Seabrook Island
Sheet 2 of 2
Chris E. [Signature]
Register Mesne Conveyance

LEGEND

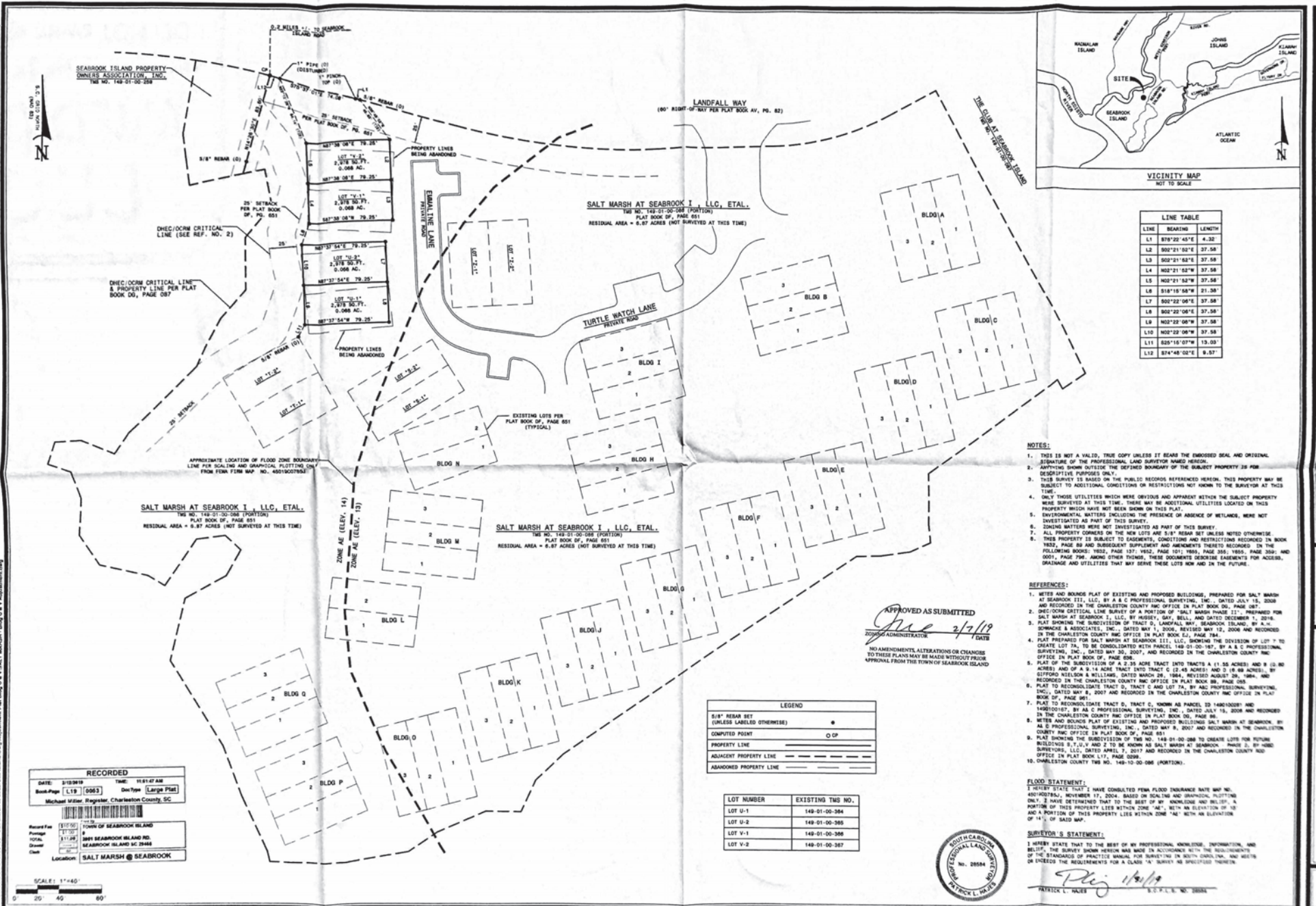
	PROPERTY LINE AND IRON PIN SET
	PROPERTY LINE PIN NOT SET DUE TO SEWER CO
	PROPERTY LINE AND IRON PIN FOUND
	TRAVERSE POINT ON LINE
	ADJACENT RIGHT-OF-WAY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	NEW DRAINAGE EASEMENT LINE
	JURISDICTIONAL FRESHWATER WETLANDS
	APPROXIMATE FLOOD ZONE BOUNDARY



Option 1
Min. Side Yard Setback: 7.5 feet



Option 2
 Min. Side Yard Setback:
 Greater of 7.5 feet or 15-foot
 separation



LINE TABLE

LINE	BEARING	LENGTH
L1	S74°52'45"E	4.32
L2	S62°21'52"E	37.58
L3	S62°21'52"E	37.58
L4	N62°21'52"W	37.58
L5	N62°21'52"W	37.58
L6	S18°15'58"W	21.38
L7	S62°22'06"E	37.58
L8	N62°22'06"W	37.58
L9	S62°22'06"E	37.58
L10	N62°22'06"W	37.58
L11	S25°16'07"W	13.03
L12	S74°48'02"E	9.57

- NOTES:**
- THIS IS NOT A VALID, TRUE COPY UNLESS IT BEARS THE EMBOSSED SEAL AND ORIGINAL SIGNATURE OF THE PROFESSIONAL LAND SURVEYOR NAMED HEREON.
 - ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THE SUBJECT PROPERTY IS FOR DESCRIPTIVE PURPOSES ONLY.
 - THIS SURVEY IS BASED ON THE PUBLIC RECORDS REFERENCED HEREON. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL CONDITIONS OR RESTRICTIONS NOT KNOWN TO THE SURVEYOR AT THIS TIME.
 - ONLY THOSE UTILITIES WHICH WERE OBVIOUS AND APPARENT WITHIN THE SUBJECT PROPERTY WERE SURVEYED AT THIS TIME. THERE MAY BE ADDITIONAL UTILITIES LOCATED ON THIS PROPERTY WHICH HAVE NOT BEEN SHOWN ON THIS PLAN.
 - ENVIRONMENTAL MATTERS INCLUDING THE PRESENCE OR ABSENCE OF WETLANDS, WERE NOT INVESTIGATED AS PART OF THIS SURVEY.
 - ZONING MATTERS WERE NOT INVESTIGATED AS PART OF THIS SURVEY.
 - ALL PROPERTY CORNERS ON THE NEW LOTS ARE 1/4" REAR SET UNLESS NOTED OTHERWISE. THIS PROPERTY IS SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS RECORDED IN BOOK 1852, PAGE 89 AND SUBSEQUENT SUPPLEMENTS AND AMENDMENTS THEREIN RECORDED IN THE FOLLOWING BOOKS: 1923, PAGE 137; 1922, PAGE 191; 1993, PAGE 285; 1993, PAGE 286; AND 2001, PAGE 296. AMONG OTHER THINGS, THESE DOCUMENTS EASEMENTS FOR ACCESS, DRAINAGE AND UTILITIES THAT MAY SERVE THESE LOTS NOW AND IN THE FUTURE.

- REFERENCES:**
- METES AND BOUNDS PLAN OF EXISTING AND PROPOSED BUILDINGS, PREPARED FOR SALT MARSH AT SEABROOK I, LLC, BY A.C. PROFESSIONAL SURVEYING, INC., DATED JULY 15, 2008 AND RECORDED IN THE CHARLESTON COUNTY REC OFFICE IN PLAT BOOK 06, PAGE 587.
 - DNE/OCRM CRITICAL LINE SURVEY OF A PORTION OF "SALT MARSH PHASE II", PREPARED FOR SALT MARSH AT SEABROOK I, LLC, BY HUSSEY, GAY, BELL, AND DATED DECEMBER 1, 2016.
 - PLAN SHOWING THE SUBDIVISION OF TRACT D, LANDFALL WAY, SEABROOK ISLAND, BY A.H. SCHWABE & ASSOCIATES, INC., DATED MAY 1, 2006, REVISED MAY 12, 2006 AND RECORDED IN THE CHARLESTON COUNTY REC OFFICE IN PLAT BOOK 81, PAGE 384.
 - PLAN PREPARED FOR SALT MARSH AT SEABROOK I, LLC, SHOWING THE DIVISION OF LOT 7 TO CREATE LOT 7A, TO BE CONSOLIDATED WITH PARCEL 148-01-00-187, BY A.C. PROFESSIONAL SURVEYING, INC., DATED MAY 20, 2007, AND RECORDED IN THE CHARLESTON COUNTY REC OFFICE IN PLAT BOOK 07, PAGE 608.
 - PLAN OF THE SUBDIVISION OF A 2.35 ACRE TRACT INTO TRACTS A (1.55 ACRES) AND B (0.80 ACRES) AND OF A 2.14 ACRE TRACT INTO TRACT C (2.48 ACRES) AND D (0.66 ACRES) BY GIFFORD KESLER & BELLING, DATED MARCH 29, 1984, REVISED AUGUST 28, 1984, AND RECORDED IN THE CHARLESTON COUNTY REC OFFICE IN PLAT BOOK 89, PAGE 093.
 - PLAN TO RECONSIDER TRACT D, TRACT C AND LOT 7A, BY A.C. PROFESSIONAL SURVEYING, INC., DATED MAY 8, 2007 AND RECORDED IN THE CHARLESTON COUNTY REC OFFICE IN PLAT BOOK 07, PAGE 581.
 - PLAN TO RECONSIDER TRACT D, TRACT C, KNOWN AS PARCEL ID 148-01-00-097 AND 148-01-00-098, BY A.C. PROFESSIONAL SURVEYING, INC., DATED JULY 15, 2008 AND RECORDED IN THE CHARLESTON COUNTY REC OFFICE IN PLAT BOOK 06, PAGE 581.
 - METES AND BOUNDS PLAN OF EXISTING AND PROPOSED BUILDINGS AT SEABROOK, BY A.C. PROFESSIONAL SURVEYING, INC., DATED MAY 8, 2007 AND RECORDED IN THE CHARLESTON COUNTY REC OFFICE IN PLAT BOOK 07, PAGE 581.
 - PLAN SHOWING THE SUBDIVISION OF THE NO. 148-01-00-086 TO CREATE LOTS FOR FUTURE BUILDINGS 1, 2, 3 AND 4 TO BE KNOWN AS SALT MARSH AT SEABROOK PHASE 3, BY HUSSEY, GAY, BELL AND ASSOCIATES, INC., DATED APRIL 1, 2017 AND RECORDED IN THE CHARLESTON COUNTY REC OFFICE IN PLAT BOOK L17, PAGE 0289.
 - CHARLESTON COUNTY THE NO. 148-10-00-086 (PORTION).

FLOOD STATEMENT:
 I HEREBY STATE THAT I HAVE CONSULTED FEMA FLOOD INSURANCE RATE MAP NO. 450700784, REVISION 11, 2004, BASED ON SCALING AND GRAPHICAL PLOTTING ONLY. I HAVE DETERMINED THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, A PORTION OF THIS PROPERTY LIES WITHIN AN "AE" WITH AN ELEVATION OF 10 AND A PORTION OF THIS PROPERTY LIES WITHIN ZONE "A" WITH AN ELEVATION OF 14.5 OF SAID MAP.

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

Patrick L. Hales
 PATRICK L. HALES S.C.P.L.S. NO. 20544

APPROVED AS SUBMITTED
June 2/7/19
 ZONING ADMINISTRATOR

NO AMENDMENTS, ALTERATIONS OR CHANGES TO THESE PLANS MAY BE MADE WITHOUT PRIOR APPROVAL FROM THE TOWN OF SEABROOK ISLAND

LEGEND

1/4" REAR SET (UNLESS LABELED OTHERWISE)	•
COMPUTED POINT	○ CP
PROPERTY LINE	—
ADJACENT PROPERTY LINE	- - -
ABANDONED PROPERTY LINE	- - - - -

LOT NUMBER EXISTING TMS NO.

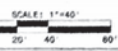
LOT U-1	148-01-00-284
LOT U-2	148-01-00-285
LOT V-1	148-01-00-286
LOT V-2	148-01-00-287

RECORDED

DATE: 5/15/19 TIME: 11:47 AM
 Book Page: [19] [0953] DocType: [Large Plat]
 Michael Wilder, Register, Charleston County, SC

Return Fee: \$17.00
 Permit: \$17.00
 Stamp: \$17.00
 Other: \$0.00
 Location: SALT MARSH @ SEABROOK

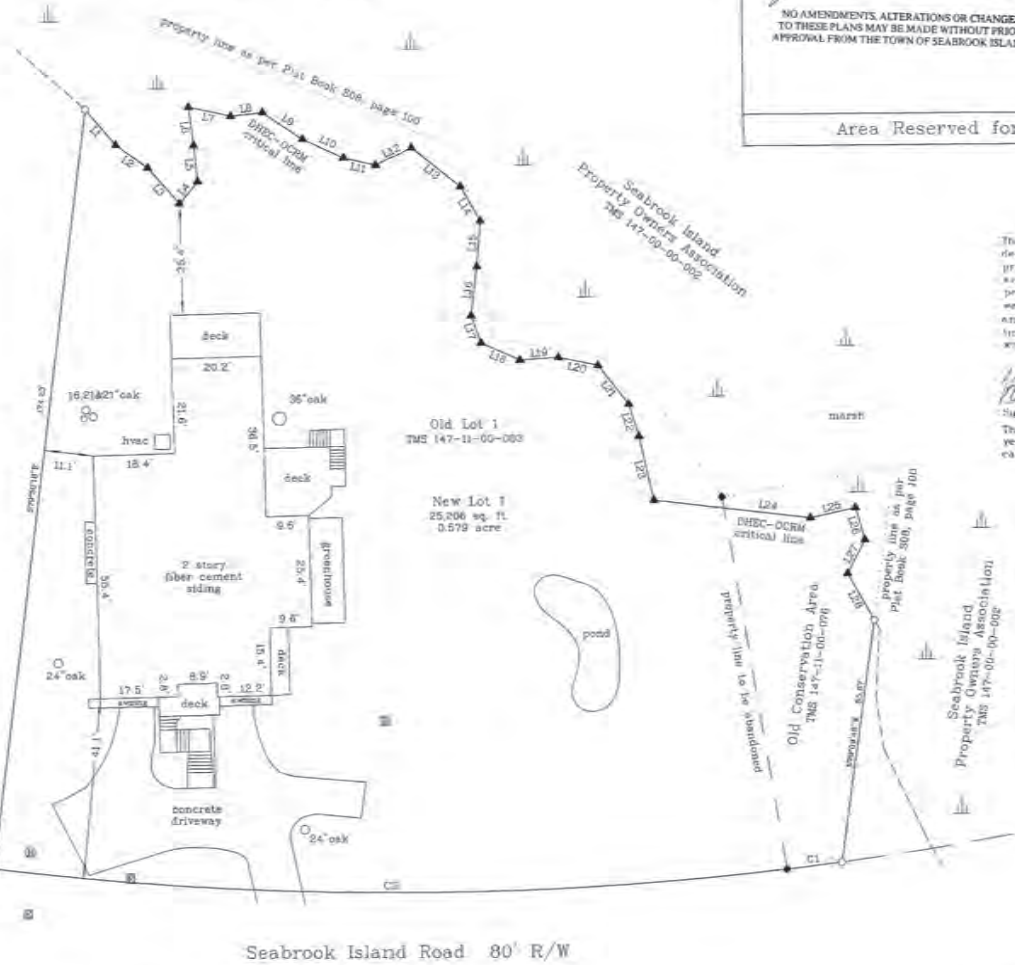
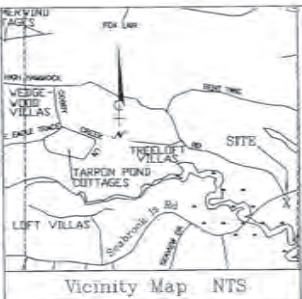
TOWN OF SEABROOK ISLAND
 3891 SEABROOK ISLAND RD.
 SEABROOK ISLAND SC 29485



HUSSEY GAY BELL
 Established 1958
 475 WARE PARK BL. WILMINGTON 201, MI. PLANNING, SC 29464 / 784.549.7800

PLAT SHOWING THE ADJUSTMENT OF PROPERTY LINES FOR LOTS U-1, U-2, V-1 & V-2 SALT MARSH AT SEABROOK - PHASE 2
 TOWN OF SEABROOK ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA.

SHEET NO. 1 of 1

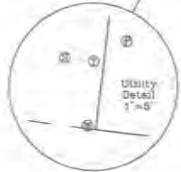


NOTES:

- Reference Tax Map, Numbers 147-11-00-000 and 070
- Reference Plat Book 306, page 300
Plat Book AR, page 52
Plat Book AC, page 47
- Property owners, Harold and Lynn Crane
- This property may be subject to various utility easements (i.e. power, telephone, water, gas, sewer, etc.) that were not noted in the plats referenced hereto, nor in the other title information noted hereto. This plat does not address any subsurface conditions of any nature, unless specifically noted otherwise.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- Declaration is made to Original Purchaser of the survey, it is not transferable to additional institutions or subsequent owner.
- This lot has been checked against area FEMA maps and to the best of this surveyor's knowledge said lot is located in flood zone AE(1)7, FEMA Map No. 45019C07054 11-17-04. Flood zone should be verified with the governing municipality before design and construction.
- Subsurface and environmental conditions were not examined or considered as a part of this survey.
- Property address 3360 Seabrook Island Road
- Every effort has been made to accurately locate, label, and describe the size of the trees shown hereon. The trees identified on this survey are of our opinion only. The species and size should be verified by a certified arborist or the local governing authority. No canopies or tree leanings are shown. A preliminary site layout is recommended before final site design or construction.
- Anything shown outside the defined boundary of this survey is for descriptive purposes only.

LEGEND:

- 5/8" rebar found
- 5/8" rebar set
- ▲ calculated point
- ⊕ power pole
- ⊞ electric box
- ⊙ water meter
- ⊗ backflow preventer
- ⊠ telecommunications pedestals
- ⊡ sanitary sewer cleanout



centerline intersection
High Hammock Road

**Plat to Combine
Lot 1 and Conservation Area
Block 26
Seabrook Island**

Located in
Town of Seabrook Island
Charleston County, South Carolina

FIELD DATE: January 3, 2019 SCALE 1" = 20'



APPROVED AS SUBMITTED
[Signature] 4/15/19
DATE

NO AMENDMENTS, ALTERATIONS OR CHANGES
TO THESE PLANS MAY BE MADE WITHOUT PRIOR
APPROVAL FROM THE TOWN OF SEABROOK ISLAND

RECORDED	
DATE: 4/15/2019	TIME: 10:58:20 AM
Book-Page: L19 0156	DocType: Large Plat
Michael Miller, Registrar, Charleston County, SC	
Record Fee: \$10.00	Town of Seabrook Island
Package: 131.33	3061 SEABROOK ISLAND RD.
TOTAL: \$110.00	SEABROOK ISLAND SC 29445
Drawn: []	Location: SEABROOK ISLAND ROAD
Class: []	

Area Reserved for Approval and Recording Stamps

The area shown on this plat is a representation of departmental (SCDHEC OCRM) authority on the subject property. Critical areas by their nature are dynamic and subject to change over time. By submitting the permit authority of SCDHEC OCRM to DHEC OCRM in any way, you are asserting your belief that the area shown on this plat is not critical area on the subject property, whether shown herein or not.

[Signature] 03/17/2019
Signature Date

The critical line shown on this plat is valid for five years from the date of this signature subject to the cautions language above.

NUM	BEARING	DISTANCE
L1	S52°55'00"W	10.61
L2	S29°01'44"W	8.95
L3	S51°41'28"W	10.82
L4	S47°14'53"E	8.45
L5	N86°43'53"E	8.32
L6	N56°10'18"E	8.82
L7	S15°34'14"W	9.66
L8	S33°47'47"E	7.23
L9	S73°05'54"W	10.87
L10	S27°55'56"W	10.20
L11	S15°55'01"W	7.44
L12	N23°25'05"W	9.00
L13	S41°48'20"W	14.03
L14	S63°31'13"W	6.99
L15	N82°28'04"W	10.41
L16	N79°55'23"W	11.26
L17	S73°53'34"W	6.56
L18	S27°28'25"W	5.68
L19	S2°47'00"E	8.70
L20	S14°38'39"W	9.11
L21	S55°02'03"W	11.20
L22	S78°05'46"W	7.64
L23	S80°03'08"W	14.98
L24	S9°45'21"W	35.54
L25	S9°33'07"E	10.44
L26	S77°25'41"W	7.57
L27	N80°19'25"W	8.67
L28	S63°38'01"W	12.16

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	0°57'33"	12.47'	745.11'	S4°17'05"E	12.47'
C2	10°49'25"	179.77'	745.11'	S31°16'24"W	179.94'

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified herein.

SOUTH CAROLINA
REGISTERED
LAND SURVEYOR
JAMES G. PENNINGTON
10229
[Signature]
James G. Pennington, P.L.S. No. 3299
Palmetto Land Surveying, Inc.
2065 Savannah Highway Suite 2
Charleston, S.C. 29407 571-5191



2065 SAVANNAH HIGHWAY STE. 2
CHARLESTON SC 29407
PHONE: (843) 571-5191
FAX: (843) 571-7447
palmettoland@bellsouth.net



VICINITY MAP
(NOT TO SCALE)

PLANNING AND ROD USE ONLY

RECORDED

DATE: 8/21/2019 TIME: 3:16:39 PM

Book-Page [L19] [0366] DocType [Large Plat]

Michael Miller, Register, Charleston County, SC

Record Fee: \$25.00
 Portage: \$17.00
 TOTAL: \$42.00
 Drawer: [Signature]
 Clerk: [Signature]

Location: WOOD DUCK PLACE

LINE	BEARING	DISTANCE
L1	N 82°33'02" E	31.33'
L2	S 78°03'42" W	3.80'

CURVE	RADIUS	ARC LENGTH	TANGENT LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	173.114'	40.30'	24.65'	40.34'	N 63°29'12" E	7°01'08"
C2	309.561'	31.81'	15.92'	31.80'	S 63°44'05" W	6°53'18"
C3	308.561'	59.34'	29.74'	59.25'	N 72°10'14" E	10°59'01"
C4	60.00'	36.94'	19.36'	36.11'	S 60°22'47" E	42°23'07"
C5	50.00'	68.30'	40.68'	63.12'	N 80°00'32" E	78°16'13"

- NOTE**
- ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
 - AREA DETERMINED BY COORDINATE (OND) METHOD.
 - THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND NECESSARY FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
 - BEARINGS ARE BASED ON RECORDED SUBDIVISION PLAT.
 - AS PER FLOOD INSURANCE RATE MAP (FIRM) THE PROPERTY APPEARS TO BE LOCATED IN ZONE AE-1.3 (BASE FLOOD ELEVATIONS DETERMINED) SHOWN ON MAP NUMBER 45018C0785L, PANEL 785 OF 855 DATED NOVEMBER 17, 2004.
 - ANY FRESHWATER WETLAND BOUNDARIES OR DHEC-DCRM CRITICAL LINE SHOWN ON THIS SURVEY SHOULD NOT BE CONSIDERED AS A FINAL DEFINED LINE UNLESS THE APPROPRIATE AUTHORITY HAS CERTIFIED THEM ON THIS PLAT.

OWNER OF RECORD:
 BRIDDALE JACK & TRINDALE FRANK P & LAVISTA COURT
 GREENVILLE SC 29601

PROPERTY ADDRESS:
 3202 WOOD DUCK PLACE
 SEABROOK ISLAND SC 29455

OWNER REFERENCES:
 TMS: 147-12-00-039
 PLAT BOOK AF PAGE 008
 SEABROOK ISLAND, LOT 32

OWNER OF RECORD:
 VALINE LIVING TRUST
 54 BELLEAIR DRIVE
 MEMPHIS TN 38104

PROPERTY ADDRESS:
 3208 WOOD DUCK PLACE
 SEABROOK ISLAND SC 29455

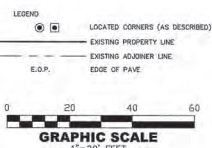
OWNER REFERENCES:
 TMS: 147-12-00-040
 PLAT BOOK AF PAGE 008
 SEABROOK ISLAND, LOT 31

OWNER OF RECORD:
 EDWARDS ANH K
 3208 WOOD DUCK PLACE
 SEABROOK ISLAND SC 29455-8108

PROPERTY ADDRESS:
 3208 WOOD DUCK PLACE
 SEABROOK ISLAND SC 29455-8108

OWNER REFERENCES:
 TMS: 147-12-00-041
 PLAT BOOK AF PAGE 008
 SEABROOK ISLAND, LOT 30

PLAT REFERENCES:
 AE 008
 AD 077
 AF 008



SURVEYORS CERTIFICATION:

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

PHILIP K. BRYAN, S.C.P.S. NO. 28597

APPROVED AS SUBMITTED

[Signature] 8/16/19

ZONING ADMINISTRATOR DATE

NO AMENDMENTS, ALTERATIONS OR CHANGES TO THESE PLANS MAY BE MADE WITHOUT PRIOR APPROVAL FROM THE TOWN OF SEABROOK ISLAND

NO.	DATE	DESCRIPTION	BY

SOUTHEASTERN LAND SURVEYING LLC

1035-B JENKINS ROAD
 CHARLESTON SC 29407
 (843) 795-8330

A LOT LINE ABANDONMENT SURVEY PLAT OF
TMS: 147-12-00-040, LOT 31
OWNED BY VALINE LIVING TRUST
LOCATED ON SEABROOK ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE: AUGUST 6, 2019

DRAWN: K.KUZIO

CHECK: JB

CC: JEFF B.

JOB: 19109

DWG: 19109-SUB

SHEET: 1 OF 1